

Attachment 11A

Consent Agreement with DTSC

[See attached]

CONSENT AGREEMENT

Between

Oakland Base Reuse Authority,

City of Oakland acting by and through the Oakland Redevelopment Agency,

and

**State of California
California Environmental Protection Agency
Department of Toxic Substances Control.**

Concerning

**Oakland Army Base
Oakland, California**

In the matter of:)
Oakland Base Reuse Authority) CONSENT AGREEMENT
Oakland Redevelopment Agency)
Oakland Army Base)
Oakland, California)

I. INTRODUCTION

1.1 **Parties.** The parties to this Consent Agreement are the California Environmental Protection Agency, Department of Toxic Substances Control ("DTSC"), the Oakland Base Reuse Authority ("OBRA"), a joint powers authority, and the City of Oakland, a municipal corporation, acting by and through the the Oakland Redevelopment Agency ("ORA"), a redevelopment agency. OBRA and ORA are collectively referred to herein as "the City"; and DTSC and the City are collectively, "the Parties."

1.2 **Site.** This Consent Agreement (the "Agreement") applies to that portion of the Oakland Army Base ("OARB" or the "Site"), located in Alameda County, California that will be transferred as a no-cost Economic Development Conveyance to the City by the Army under early transfer authority pursuant to 42 U.S.C. § 9620(h)(3). The Site is described in Exhibit A, and is further described as the Area Covered by Environmental Services ("ACES"), as that term is defined in the Environmental Services Cooperative Agreement ("ESCA") between the United States of America, acting by and through the Department of the Army ("Army") and the City (attached at Exhibit B), which is intended to be executed substantially concurrent with this Agreement. The Site consists of 363.5 acres, which includes 313.6 acres of onshore dry land and 49.9 acres of offshore sediments.

1.3 **Site History.** The OARB comprises approximately 425 acres. Much of the OARB was originally tidal flats or shallow open water. During the first half of the 1900s, the area was filled to create the land subsequently acquired by the Army in 1941. The OARB served as a major Army cargo port and warehousing facility from 1941 until it was closed under the Base Realignment and Closure program on September 30, 1999. Army activities supported the OARB's primary military mission as a distribution center and included maintaining and fueling railroad locomotive engines and trucks that transported cargo, draining fluids from vehicles for overseas shipment, and repairing and servicing vehicles, equipment, and base facilities.

1.4 **Purposes.** The purposes of this Agreement are to bind the City to enter into environmental restrictions for the Site as necessary to protect human health and the environment, and to require the remediation of the Site by the City in accordance with the Oakland Army Base Remedial Action Plan ("RAP") and associated Risk Management Plan ("RMP"), approved by

DTSC on September 26, 2002, consistent with the National Contingency Plan, as amended ("NCP") (40 Code of Federal Regulations ("C.F.R.") part 300), California Health and Safety Code (Health and Safety Code), division 20, chapters 6.5 and 6.8, as amended, and other applicable state laws and regulations. The City and DTSC entered into a Consent Agreement on September 27, 2002. On April 9, 2003, the City requested minor modifications to the Consent Agreement dated September 27, 2002. DTSC modified the September 27, 2002 Consent Agreement and made other minor clarifications and corrections. This Agreement remains substantively the same as the September 27, 2002 Consent Agreement and supersedes that document.

1.5 **Jurisdiction.** Resource Conservation and Recovery Act ("RCRA") sections 3006 and 6001 (42 U.S.C. §§ 6926, 6961), and chapters 6.5 and 6.8 of division 20 of the Health and Safety Code, authorize DTSC to enter into this Agreement.

II. FINDINGS OF FACT AND STATEMENTS OF INTENT

2.1 **Introduction.** The Army plans to transfer fee title of the Site to the City. Authority for the Army to transfer the Site to the City is derived from the authority of the Department of Defense to dispose of real and personal property at military facilities no longer required for the Defense of the United States of America as contained in the Defense Base Closure and Realignment Act of 1990, Public Law 101-510 (10 U.S.C. § 2687, as amended).

The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 U.S.C. §§ 9601 et seq.) requires a covenant indicating that all remedial action necessary to protect human health and the environment with respect to any hazardous substances remaining on the Site has been taken prior to transfer of the Site. In appropriate circumstances, a deferral of this covenant is authorized under Section 120(h)(3)(C) of CERCLA, where the governor of the state in which the property is located must make a finding that the property is suitable for an early transfer. In order to expedite reuse, the Army will request the approval of a CERCLA covenant deferral for the Site from the Governor of the State of California.

2.2 **Early Transfer Requirements.** The Army designated OARB for closure under the Base Closure and Realignment Act of 1990. OARB was included on the Base Realignment and Closure ("BRAC") IV closure list of October 1995 and was closed on September 30, 1999. Early transfer of most of OARB, including the Site, was requested by the Army and the City in a letter to DTSC dated March 7, 2000. To comply with the U.S. Department of Defense's guidance (1998) for obtaining approval for the early transfer the Army must prepare a Finding of Suitability for Early Transfer ("FOSET"). The FOSET document consists of Army findings and determinations of the status of the environmental investigations on the Site.

The Governor of the State of California must approve a deferral request for the early transfer of a federal facility. For the Governor to approve an early transfer deferral request, the Governor must make findings pursuant to section 120(h)(3)(C) of CERCLA that, (i) the property is suitable for transfer for the intended use, (ii) the intended use is consistent with protection of

human health and the environment, (iii) the deed or other agreement governing the transfer contains the specific assurances (described below), (iv) notice of the early transfer has been provided, and (v) the early transfer will not substantially delay any necessary response action. Specific assurances, which shall be provided in the deed or other agreement that will govern the transfer include providing, (a) for any necessary restrictions on the use of the property to ensure protection of human health and the environment, (b) that there will be restrictions on use necessary to ensure that required remedial actions will not be disrupted and that all necessary response actions will be taken and identifying the schedules for investigation and completion thereof, and (c) that the appropriate budget request is made by the federal agency to adequately address the schedule for investigation and completion of all necessary response action, subject to congressional authorization and appropriations.

2.3 Environmental Services Cooperative Agreement.

(a) In anticipation of the early transfer of the Site, the Army and the City will, substantially concurrent with the execution of this Agreement, enter into the ESCA pursuant to 10 U.S.C. Section 2701 and 31 U.S.C. Section 6305.

The ESCA will provide that the City will cause to be performed the environmental services necessary to achieve regulatory closure as required by the RAP, except for environmental services related to any condition associated with the following types of defined Army-Retained Conditions: radiological materials; chemical and biological warfare agents; unexploded and abandoned ordnance; and natural resource injuries (except to the extent such injuries are a result of the City's activities on the property). Nothing in the ESCA shall diminish or affect in any manner the obligations of the Army or any other federal agency with respect to the Site, including but not limited to the Army's obligations pursuant to section 120(h)(3)(A)(ii)(II) to conduct any additional remedial action found to be necessary after the date of transfer.

(b) DTSC acknowledges that during the period of time that the Site is still owned by the United States, the City will need approval from the Army for Site access and that the City may not perform actions during that period that are inherently governmental, including the selection of the remedy and acting on behalf of the Army before DTSC in a manner that could incur a legal obligation on the part of the Army. The City shall not be responsible for such inherently governmental functions nor for any matters arising from the Army's exercise of such functions or arising from the Army's denial of Site access to the City. The Parties agree that the RAP and RMP are consistent with this Section 2.3(b).

2.4 Nature and Extent of Contamination.

(a) Army Activities to Date. Prior to this Agreement, the Army took various actions, including but not limited to, various preliminary assessments and site inspections ("PA/SIs"). As a result of these PA/SIs and other preliminary work, the Army made determinations regarding the need for further investigation of specific sites under the Army's Installation Restoration Program. Any areas within the PA/SI not identified as a site were

presumed by the Army to not require any further investigation. In addition, for those sites identified by the Army, the Army undertook partial remedial investigations, feasibility studies, and remedial actions. DTSC agrees that the actions completed by the Army and the City, to this point, are sufficient to allow the City to implement the RAP and RMP for the Site.

(b) Current Designations. The Site, as described in the RAP, consists of two subsets of locations:

(i) Seven locations ("RAP sites") where remediation work is proposed to be performed prior to the anticipated redevelopment of the Site, consisting of the areas generally described as the former Oil Reclaiming Plant/Building 1 Area; volatile organic compounds ("VOCs") in groundwater at the eastern end of Building 807, near Buildings 808, 823, 99 and 828; benzene and MTBE in groundwater near former underground storage tanks 11A/12A/13A near Building 828; the Building 991 Area; and the Building 99 Area.

(ii) Numerous other locations throughout the OARB where underground storage tanks, incidental vehicular maintenance, railyard, and other activities involving the handling of hazardous materials occurred ("RMP locations"), and where hazardous substances or petroleum have been or may be discovered and will be remediated, as may be necessary in accordance with the RAP or RMP, during the course of planned redevelopment at the Site. The whole of the Site is subject to the requirements of the RMP, and is accordingly designated as an "RMP Implementation Area".

(c) Descriptions of the RAP sites and RMP locations are summarized in Exhibit E, and described in greater detail in the RAP included as Exhibit C.

III. RESPONSE ACTIONS PROCESS

3.1 **Generally.** The parties agree that the RAP and RMP shall govern the overall response action process for RAP sites, RMP locations and the RMP Implementation Area, and that the City shall comply with the RAP and RMP with respect to RAP sites, RMP locations and RMP Implementation Area. In the event that unknown contamination is discovered and cannot be appropriately remediated using the remedial technologies retained in the RAP, the City shall evaluate such new contamination and responses to that contamination pursuant to the NCP and DTSC's approval. The City shall provide, upon DTSC's request, all information necessary to facilitate DTSC's preparation of documents pursuant to the California Environmental Quality Act.

3.2 **Risk Management Plan.** The RMP, as may be amended, is incorporated as part of and included as an appendix to the RAP. The first purpose of the RMP is to determine and implement presumptive remedies for locations with standard contaminant profiles and site conditions. The remedy implementation features of the RMP would be applied at the known RMP locations as identified in the RAP, and would be applied to unknown RMP locations as they are identified during redevelopment of the Site. The second purpose of the RMP is to

establish site identification and risk management protocols, such as institutional controls, to run with the land and to be implemented at unknown or newly discovered RMP locations as they are identified in the future at the Site. DTSC requires that institutional controls be promulgated in the Covenant (described in Section 3.6) signed by DTSC and the City. Upon execution of the Covenant, the RMP, as may be amended, would be incorporated by reference in, and become enforceable as part of the Covenant.

3.3 Remediation Schedule. Based on the foregoing, it is hereby agreed that the City will comply with the schedule included in the RAP. The City shall implement the remedies for the RAP sites within five (5) years after conveyance of the Site to the City, or in accordance with the schedules reviewed and approved by DTSC pursuant to Section 3.7 of this Agreement, and shall implement the removal and cover remedies for the RMP locations within ten (10) years after conveyance of the Site, or in accordance with the schedules reviewed and approved by DTSC pursuant to Section 4.6 of this Agreement, or unless DTSC otherwise consents in writing to an extension of such period, which consent shall not be unreasonably withheld.

In addition, the City shall submit a more detailed Remediation Schedule of activities to be conducted under this Agreement within ninety (90) days following the effective date of this Agreement. However, DTSC recognizes that some RMP locations are subject to considerations that are unknown at this time. Therefore, DTSC agrees that submittal of schedules for such locations may be deferred to a later date with the approval of DTSC. The Remediation Schedule shall include an introductory section, which will describe the detailed overall remediation strategy specific to the areas subject to this Agreement. The Remediation Schedule shall include a project Gantt chart with major and minor milestones for the remedies for all RAP sites and RMP locations. The City shall update the Remediation Schedule semi-annually or as required by DTSC. The Remediation Schedule shall specify the submittal of monthly progress reports to DTSC. The monthly progress report shall summarize the activities conducted in the past month and describe the planned activities in the following month.

3.4 Consistency with NCP. All work required to be performed under this Agreement shall be consistent with and based on the NCP, Health and Safety Code, division 20, chapters 6.5 and 6.8., as amended, applicable state laws and regulations, as amended, and other current and applicable United States Environmental Protection Agency ("U.S. EPA") and DTSC guidance and standards. All terms and applicable guidance documents referred to in this Agreement are functionally equivalent and consistent with the terms and guidance required under the NCP (e.g., Remedial Action Plan is the equivalent of a Record of Decision).

3.5 Procedures for Discovery of Army-Retained Conditions.

(a) In the event the City discovers Army-Retained Conditions at the Site, the City shall notify DTSC of such conditions within thirty (30) days of receiving actual notice of such conditions, except that the City shall notify DTSC of the City's discovery of UXO, biological warfare agents, chemical warfare agents, or radiological materials within twenty-four (24) hours of such discovery. As soon as reasonably practicable after such notice is provided, the City shall consult with the Army and DTSC regarding the actions that should be taken with

respect to the Army-Retained Conditions. Except as otherwise provided in this Section 3.5, the City's obligations under this Agreement do not extend to Army-Retained Conditions.

(b) If the Site or portion thereof within which Army-Retained Conditions are discovered has not been certified pursuant to Section 3.11, the City may request that DTSC approve an amendment to this Agreement dividing the affected Site in a manner that separates the portion of the Site affected only by the Army-Retained Conditions from the remainder of the existing Site. In that event, the City shall have no obligations whatsoever under this Agreement for the separated-out area.

(c) If a portion of the Site affected by Army-Retained Conditions is not separated from the Site, the City's only obligation under this Agreement with respect to the Army-Retained Conditions shall be to incorporate by reference, in the documents for the Site submitted to DTSC by the City pursuant to this Agreement, the documentation prepared by the Army regarding the Army-Retained Conditions, except where DTSC determines, after meeting and conferring with the City and the Army, that certain data related to Army-Retained Conditions must be integrated into certain aspects of the City's documents, including but not limited to risk assessments. In making such determinations, DTSC shall avoid where feasible imposing an obligation to integrate data related to Army-Retained Conditions where such integration would impose additional remediation obligations with respect to the conditions for which the City is responsible under this Agreement.

(d) The City shall have no responsibility under this Agreement for attesting to the accuracy of any documentation regarding Army-Retained Conditions provided by the Army, nor shall the City be responsible for any matters arising from the Army's failure to provide adequate documentation regarding Army-Retained Conditions.

3.6 Covenant to Restrict Use of Property.

(a) DTSC has prepared, in consultation with the City and the Army, a Covenant to Restrict Use of Property, Environmental Restrictions (the "Covenant"), attached hereto in substantially final form as Exhibit D, that restricts and/or prohibits the following uses at the Site:

(i) Sensitive land uses, including, but not limited to, residential housing, schools, day-care facilities, hospitals and hospices are prohibited. DTSC may issue waivers to allow sensitive uses at sites where DTSC deems it appropriate. Waivers currently under consideration for the interim uses are described in Exhibit F. The waivers under consideration would be in effect for five years after conveyance.

(ii) The construction of groundwater wells and extraction of groundwater from new and existing wells for all purposes are prohibited. DTSC may issue written approval for environmental investigation, monitoring, and remediation. Construction dewatering activities shall be conducted pursuant to the RMP.

(b) The City is required to comply with the RAP and RMP provisions, which include provisions for soil and groundwater management, maintenance of existing cover or construction of new cover, mitigation measures during earthwork, management of below grade structures, etc.

(c) The City is required to submit annual certification to DTSC attesting to compliance with institutional controls.

(d) Pursuant to California Civil Code Section 1471(a)(3), DTSC has determined that the Covenant is reasonably necessary to protect present or future human health and safety or the environment as a result of the potential presence of hazardous materials at the Site.

(e) At the time of transfer of the Site to the City, DTSC and the City shall execute the Covenant, in substantially the same form as Exhibit D hereto, and the City shall cause that Covenant to be recorded as part of the close of escrow.

3.7 Remedial Design. Within ninety (90) days after conveyance of the Site from the Army to the City, or as otherwise agreed to in writing by DTSC, and in accordance with the RAP, the City shall submit to DTSC for review and approval a Draft Remedial Design and Implementation Plan ("RDIP") for each RAP site identified in Exhibit C. The Draft RDIP for each RAP site will outline planned task elements and approaches and describe the overall projected schedule for submittal of the technical and operational plans for implementation of the RAP, which may include the following elements:

(a) Sampling plans as needed for pre-design definition of design criteria and other project constraints, including plans and schedules for any recommended on-site or off-site treatability testing;

(b) Summaries of key design criteria, unit process and sizing calculations, process diagrams constituting a Pre-design Memorandum to be completed and approved by the Parties prior to the start of detailed design;

(c) Preparation of technical plans and specifications for remedial design as defined below;

(d) General descriptions of equipment used to excavate, handle, and transport contaminated material (actual means and methods will be determined by the selected contractor(s) in accordance with the constraints provided in the final plans and specifications);

(e) A field sampling and laboratory analysis plan addressing sampling, if any, during implementation, and confirming achievement of the remedial action objectives of the RAP;

(f) A transportation plan identifying routes of travel and final destination of

wastes generated and disposed;

(g) For groundwater extraction systems, if any are planned: aquifer test results, capture zone calculations, specifications for extraction and performance monitoring wells, and a plan to demonstrate that capture is achieved;

(h) A site-specific health and safety plan addressing the implementation activities to be prepared by the selected construction contractor(s) in accordance with the final plans and specifications;

(i) Identification of any necessary permits and agreements;

(j) An operation and maintenance plan including any required monitoring post-remediation; and

(k) A detailed schedule for implementation of the remedial action consistent with the schedule contained in the RAP, including procurement, mobilization, construction phasing, sampling, facility startup, and testing.

A Final RDIP shall be submitted to DTSC following completion of the above project elements and preparation of detailed plans and specifications. The City shall prepare the final plans and specifications for the Remedial Design ("RD") of work or facilities to be constructed for remediation of each RAP site in accordance with the DTSC-approved schedule in the RDIP and following the guidance of the "Remedial Design/Remedial Action Handbook, EPA 540/R-95/059, June 1995", as deemed relevant in consultation with DTSC. The RD for each RAP site will be submitted in accordance with the schedule provided in the respective Draft RDIP for each RAP site, unless modified by concurrence with DTSC based on conditions or delays encountered during the pre-design task elements.

3.8 Site Control Plan. The City shall submit for DTSC's review and approval a Site Control Plan within ninety (90) days of the effective date of this Agreement. The purpose of the Site Control Plan shall be to identify measures designed to prevent unauthorized persons from entering onto portions of the Site where such entry could pose a threat to themselves or others or where such entry could interfere with the investigation or remediation activities at the Site. The plan shall set forth a schedule for implementation of such measures. The City shall implement the plan in accordance with that schedule. The City shall review the plan annually and revise it as required by DTSC.

3.9 Community Relations Plan. The City shall submit for DTSC's review and approval a Community Relations Plan within ninety (90) days of the effective date of this Agreement. The Plan shall comply with all applicable regulations and guidance documents regarding Community Relations Plans. The City shall implement the plan in accordance with that schedule. The City shall review the plan annually and revise it as required by DTSC. Until the Community Relations Plan is approved, the City shall consult with DTSC as appropriate regarding any requirements applicable to communicating with the public and seeking public

input regarding activities conducted pursuant to this Agreement.

3.10 Completion Report of RAP Sites and RMP Locations. Following implementation of the RAP for a RAP site, the City shall submit to DTSC a completion report documenting the implementation of the RAP. Following redevelopment of RMP locations at the Site, the City shall submit to DTSC a completion report for one or a group of RMP locations documenting the implementation of the RMP requirements set forth in the RAP. With respect to areas of the Site where the remedy includes the implementation of a groundwater pump and treat system, the completion report shall be submitted after the City has demonstrated that the system is operating properly and successfully, and consistent with the RAP. With respect to portions of the Site where the remedy includes recordation of any change to the Covenant, an Implementation Report shall be submitted after DTSC has approved, and the City has caused to be recorded, such an amended Covenant. With respect to any Army-Retained Conditions requiring remedial action, the City shall not be required to prepare a completion report. DTSC shall review all completion reports and issue approval letters when remedial actions are implemented in accordance with the RAP, RMP, and/or RD.

3.11 Certification. After review and approval of completion reports for any portion of the Site, and upon DTSC's determination that no other remedial actions are necessary, DTSC shall consider certification that remedial actions have been implemented and that no further action is required with respect to the area covered by the RAP, subject to any ongoing operation and maintenance obligations in accordance with the RAP. Upon receipt by the Army of DTSC certification of the Site, the Army may grant the CERCLA covenant to the City and terminate the covenant deferral.

3.12 Operation and Maintenance ("O&M"). The City shall comply with all operation and maintenance requirements in accordance with the RAP and approved RD. O&M agreements between the City and DTSC for each relevant portion of the Site, if necessary, must be entered into prior to DTSC's certification.

3.13 Five-Year Review. The City shall review and reevaluate the remedial action after a period of five (5) years from the completion of the construction and startup and every five years thereafter. The review and reevaluation shall be conducted pursuant to section 121(c) of CERCLA, 42 U.S.C. 9601 et seq. Within thirty (30) calendar days before the end of the five-year period, the City shall submit a remedial action review workplan to DTSC for review and approval and shall provide a copy to the Army. Within sixty (60) days of the DTSC's approval of the workplan, the City shall implement the workplan and shall submit a comprehensive report of the results of the remedial action review. The report shall describe the results of all sample analyses, tests and other data generated or received by the City and evaluate the adequacy of the implemented remedy in protection of public health, safety and the environment.

3.14 Remedy Failure. "Remedy Failure" shall occur when DTSC determines, after notice to the City and the Army, and reasonable opportunity to cure, that a City-implemented remedy contained in the RAP fails to protect public health or safety or the environment. Unless otherwise stated by DTSC, within thirty (30) days of receipt of notice from DTSC that additional

response activities are necessary due to Remedy Failure, the City shall submit, for approval by DTSC, a work plan for the additional response activities. The plan shall conform to the applicable requirements of Article III, Response Actions Process, of this Agreement. Upon DTSC's approval of the plan pursuant to Section 4.6, the City shall implement the plan for additional response activities in accordance with the provisions and schedule contained therein.

3.15 Stop Work Order. In the event that DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area or to the environment or substantially interfere with the remediation or investigation, DTSC may order the City to stop further implementation of this Agreement for the period of time needed to abate the endangerment. In the event DTSC determines that any Site activities (whether or not pursued in compliance with this Agreement) are proceeding without DTSC authorization, DTSC may order the City to stop further implementation of this Agreement or activity for the period of time needed to obtain DTSC authorization, if such authorization is appropriate. Any deadline in this Agreement directly affected by a Stop Work Order under this section, shall be extended for the term of the Stop Work Order. DTSC will provide notification of any stop work orders to the Army.

3.16 Emergency Response Action/Notification. In the event of any action or occurrence (such as a fire, earthquake, explosion, or human exposure to hazardous substances caused by the release or threatened release of a hazardous substance) during the course of this Agreement, the City shall immediately take all appropriate action to prevent, abate, or minimize such emergency, release, or immediate threat of release and shall immediately notify the Project Manager as identified by DTSC. The City shall take such action in consultation with the Project Manager and in accordance with all applicable provisions of this Agreement. Within seven (7) days from the occurrence of such an event, the City shall furnish a report to DTSC and Army, signed by the City's Project Coordinator, setting forth the events that occurred and the measures taken in the response thereto. In the event that the City fails to take appropriate response and DTSC takes the action instead, the City shall be liable to DTSC for all costs of the response action. Nothing in this section shall be deemed to limit any other notification requirement to which the City may be subject.

IV. GENERAL PROVISIONS

4.1 Project Coordinator. The Project Coordinator for the City under this Agreement is Aliza Gallo, whose telephone number is 510-238-7405. The responsibilities of the Project Coordinator will be to receive all notices, comments, approvals, and other communications from DTSC. The City shall promptly notify DTSC of any change in the identity of the Project Coordinator.

4.2 Project Engineer/Geologist. The work performed pursuant to this Agreement shall be under the direction and supervision of a qualified professional engineer or a registered geologist in the State of California, with expertise in hazardous waste or hazardous substance site

cleanup. Within ninety (90) calendar days from the later of (a) the effective date of the Agreement, or (b) the date the Site is transferred by the Army to the City, the City must submit: (a) the name and address of the project engineer or geologist chosen by the City, and (b) in order to demonstrate expertise in hazardous waste or hazardous substance cleanup, the resume of the engineer or geologist, and the statement of qualifications of the consulting firm responsible for the work. The City shall promptly notify DTSC of any change in the identity of the Project Engineer/Geologist.

4.3 **Quality Assurance Project Plan (QAPP).** All sampling and analysis conducted by the City under this Agreement shall be performed in accordance with QAPP procedures submitted by the City and approved by DTSC pursuant to this Agreement. The QAPP shall be prepared following the guidance in the "EPA Guidance for Quality Assurance Project Plans, EPA QA/G-5, February 1998."

4.4 **Notice.** Whenever any person gives or serves any Notice under this Agreement (the term "Notice") as used herein includes any demand or other communication with respect to this Agreement), each such Notice shall be in writing and shall be deemed effective: (i) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (ii) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To the City: Oakland Base Reuse Authority
700 Murransk Street, Suite 3
Oakland, California 94607-5009
Attention: Aliza Gallo
Executive Director

With a copy to:
City of Oakland
250 Frank Ogawa Plaza
Oakland, California 94612
Attention: John Russo, Esq.
City Attorney

To DTSC: Department of Toxic Substances Control
Sacramento Regional Office
8800 Cal Center Drive
Sacramento, California 95826-3268
Attention: Anthony J. Landis, P.E.
Chief, Northern California Operations
Office of Military Facilities

With a copy to:
Department of Toxic Substances Control
Berkeley Regional Office
700 Heinz Avenue, Suite 200
Berkeley, California 94710-2721

Attention: Daniel E. Murphy, P.E.
Unit Chief
Office of Military Facilities

Any party may change its address or the individual to whose attention a Notice is to be sent hereunder by giving written notice to the other party in compliance with the provisions of this section.

4.5 Communications. All approvals and decisions of DTSC made regarding submittals and notifications will be communicated to the City in writing by the Chief, Northern California Operations, Office of Military Facilities, Department of Toxic Substances Control, or his/her designee. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the City shall be construed to relieve the City of the obligation to obtain such formal approvals as may be required.

4.6 DTSC Review and Approval.

(a) DTSC shall review and provide written comments to the City on draft documents within sixty (60) days of receipt and within thirty (30) days of receipt of draft final documents pursuant to a schedule agreed upon by the City and DTSC. DTSC may extend the review periods for a specified period that shall not exceed thirty (30) days upon written notice to the City prior to the end of the initial sixty (60) day review period, which notice shall contain the reason the extension is necessary. Additional DTSC extensions of review periods as described above may occur for good cause only, as that term is defined in Section 4.15.

(b) If DTSC reasonably determines that any reports, plan, schedule or other document submitted for approval pursuant to this Agreement, fails to comply with this Agreement, or fails to protect public health or safety or the environment, DTSC may return comments to the City with recommended changes and a date by which the City must submit to DTSC a revised document that is responsive to the recommended changes.

(c) Noncompliance with any provision of this Agreement, following the provision to the City and the Army by DTSC of written notice of such noncompliance and a reasonable opportunity (not to exceed thirty (30) days) for the City to cure such noncompliance as specified in the notice, shall be deemed a failure or refusal by the City to comply with this Agreement. In any case in which noncompliance by the City poses an imminent or substantial threat to human health or the environment, said notice may be verbal and the cure period adjusted accordingly.

4.7 Compliance with Applicable Laws. This Agreement shall not relieve the City from complying with all other applicable laws and regulations, including but not limited to compliance with all applicable requirements issued by the State Water Resources Control Board or a California Regional Water Quality Control Board. The City shall conform all actions required by this Agreement to all applicable federal, state and local laws and regulations.

4.8 Liabilities. Nothing in this Agreement shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current or future operations of the City. Nothing in this Agreement shall be construed to relieve the Army of any liabilities it may have under CERCLA or any other law for such environmental work. Nothing in this Agreement is intended or shall be construed to limit the rights of any of the parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site. Nothing in this Agreement is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law to protect public health or safety or the environment and recovering the cost thereof. Notwithstanding compliance with the terms of this Agreement, the City may be required to take further actions as are necessary to protect public health and the environment as required by applicable law and regulation. Except as otherwise agreed to between the Army and the City, nothing in this Agreement shall constitute or be construed as a waiver of the City's rights (including any covenant not to sue or release) with respect to any claim, cause of action, or demand in law or equity that the City may have against any "person," as defined in section 101(21) of CERCLA, or Health and Safety Code section 25118.

4.9 Site Access. The City shall provide access to the Site at all reasonable times to DTSC's employees, contractors, and consultants, or other persons performing response actions under DTSC oversight. The City shall ensure that all lease and/or rental agreements include the right to access required by this Agreement. Nothing in this section is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. DTSC and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to this Site; reviewing the progress of the City in carrying out the terms of this Agreement; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by the City. The City shall be provided the opportunity to observe DTSC and its authorized representatives while on the Site and shall be afforded the opportunity to collect split or parallel environmental samples when requested so long as DTSC activities are not materially delayed or disturbed.

In exercising these rights of access, except in the case of imminent endangerment to human health or the environment, DTSC shall make reasonable efforts to minimize interference with the ongoing use of the Site. Furthermore, DTSC and the City agree to cooperate in good faith to minimize any conflict between necessary inspections, environmental investigations and remediation activities and construction activities or operations of the City or its contractors or lessees. Any inspection, investigation, or other response, removal corrective or remedial action undertaken or required by DTSC will, to the maximum extent practicable, be coordinated with representatives designated by the City.

4.10 Sampling, Data and Document Availability. The City shall use State of California certified laboratories for analysis of samples taken under the auspices of this Agreement, unless uncertified specialized analytical methods are required with the approval of DTSC. The City shall permit DTSC and its authorized representatives to inspect and copy all

sampling, testing, monitoring or other data generated by the City or on the City's behalf in any way pertaining to work undertaken pursuant to this Agreement. The City shall submit all such data upon the request of DTSC. Copies shall be provided within seven (7) days of receipt of DTSC's written request, except where reporting obligations of the City are subject to other delivery schedules specified in the RMP. The City shall inform DTSC at least seven (7) days in advance of all field sampling under this section, and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by the City pursuant to this Agreement. The City shall ensure that the data, reports, and other documents prepared pursuant to this Agreement are placed in a central, public repository and shall assist DTSC in maintaining the Administrative Record.

4.11 Record Retention. All such data, reports and other documents shall be preserved by the City for a minimum of ten (10) years after the conclusion of all activities under this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, the City shall either comply with that request or deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. The City shall give DTSC six months notice prior to destroying any documents covered by this Agreement.

4.12 Government Liabilities. The State of California shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by the City in carrying out activities pursuant to this Agreement, nor shall the State of California be held as party to any contract entered into by the City or its agents in carrying out activities pursuant to this Agreement.

4.13 Additional Actions. By entering into this Agreement, DTSC does not waive the right to take any further actions authorized by law.

4.14 Extension Requests. If the City is unable to perform any activity or submit any document within the time required under the Schedule, the City may, prior to expiration of the time, request an extension of the time in writing, which shall include new proposed deadlines. The extension request shall include a justification for the delay. All such requests shall be in advance of the date on which the activity or document is due.

4.15 Extension Approvals. If DTSC determines that "good cause" exists for an extension, it will grant the request and specify a new schedule in writing. For the purposes of this Section 4.15, "good cause" shall include, but not be limited to, causes which could not have been reasonably foreseen or prevented, such as, by way of example, war, acts of God, action or inaction of Congress, civil commotion, labor disputes, damage due to fire or other casualty, or other causes beyond the City's reasonable control. The City shall comply with the new schedule incorporated in this Agreement.

4.16 Cost Recovery. This Agreement does not affect the rights of DTSC and the City to recover response costs under CERCLA, Health and Safety Code sections 25187.2 and 25360, or any other applicable state or federal law.

4.17 Payment of Costs. The Army and the City are both responsible for DTSC's costs incurred for the Site. The Army and the City have agreed that DTSC's costs incurred in the implementation of this Agreement shall be paid by the Army in accordance with the Defense State Memorandum of Agreement ("DSMOA") and the Defense Environmental Restoration Program, 10 U.S.C. section 2701(d)(1). If the DSMOA funds become unavailable, the Army and the City will provide an alternate mechanism for payment of DTSC's costs.

4.18 Financial Assurance. The City shall secure a surety bond or some other financial instrument or mechanism that offers assurances in an amount that DTSC determines will ensure the completion of all response actions that are necessary under this Agreement. This amount shall be in addition to the cost of acquiring any such bond, financial instrument, or mechanism and any associated legal fees. The assurances should be in an amount that adequately covers the difference between the insurance attachment point and the amount the Army agrees to pay the City (minus the cost of insurance) as specified in the ESCA. All such assurances required under this section are subject to the approval of DTSC and shall be in effect prior to conveyance of the Site to the City.

4.19 Severability. The requirements of this Agreement are severable, and the City shall comply with each and every provision hereof, notwithstanding the effectiveness of any other provision.

4.20 Plans, Schedules and Reports. All plans, schedules, reports, specifications and other documents that are submitted by the City pursuant to this Agreement and approved by DTSC shall be implemented by the City as may be required. Any noncompliance with an approved document, following the provision to the City by DTSC of written notice of such noncompliance and a reasonable opportunity (not to exceed thirty (30) days) for the City to cure such noncompliance, as specified in the notice, shall be deemed a failure or refusal by the City to comply with this Agreement. In any case in which noncompliance by the City poses an imminent or substantial threat to human health or the environment, said notice may be verbal and the cure period adjusted accordingly.

4.21 Modifications. DTSC and the City may modify this Agreement by written amendment executed by both parties. Any modification to this Agreement shall be effective on the date stated in the modification and shall be deemed incorporated in this Agreement.

4.22 Time Periods. Unless otherwise specified, time periods begin from the effective date of this Agreement and "days" means calendar days.

4.23 Limits to Liability. It is the intent of the Parties to this Agreement that the City will not be obligated pursuant to this Agreement to perform environmental services with respect to Army-Retained Conditions, as defined in Section 2.3.

4.24 Termination and Satisfaction. The obligations of the City under this Agreement shall terminate and be deemed satisfied upon the City's receipt of written notice from DTSC that the City has complied with all the terms of this Agreement.

4.25 Change in Ownership.

(a) Generally. The City shall notify DTSC and the Army of any proposed change in ownership of all or any portion of the Site at least ninety (90) days in advance of such change. No change in ownership status relating to the Site shall in any way alter the City's responsibility under this Agreement. No conveyance of title, easement, or other interest in the Site, or a portion of the Site, shall affect the City's obligations under this Agreement. Unless DTSC agrees, in consultation with the Army, that such obligations, in whole or in part, may be transferred to a third party, the City shall be responsible for and liable for any failure to carry out all activities required of the City by the terms and conditions of this Agreement, regardless of the City's use of employees, agents, contractors, or consultants to perform any such tasks. DTSC may at its option require either a revision to this Agreement that specifies the change in ownership and cleanup roles and responsibilities, or require an additional consent agreement with the new party. The City shall provide a copy of this Agreement to any subsequent owners or successors before ownership rights are transferred.

(b) Port of Oakland. To the extent some or all of the Site is transferred by the City to the Port of Oakland ("Port"), and the City and Port jointly request in writing that DTSC approve assignment of the City's rights and obligations under this Agreement to the Port with respect to the transferred portions of the Site, DTSC agrees to consider, in consultation with the Army, approval of such assignment.

(c) Pre-Transfer Notice. The City has indicated its intention to transfer certain portions of the Site to the Port of Oakland. Those certain portions of the Site to be transferred to the Port of Oakland immediately upon conveyance of the Site from the Army to the City include the 49.9-acre submerged land area and approximately 20-acre upland area associated with the Port of Oakland's prospective New Berth 21 project. The parties agree that this satisfies the 90-day notice requirement; however, until an assignment occurs pursuant to Section 4.25(b), above, the City remains solely responsible for compliance with this Agreement.

(d) Master Developer. To the extent that a substantial portion of the Site that is not transferred to the Port is transferred by the City to a Master Developer, and the City and Master Developer jointly request in writing that DTSC approve assignment of the City's rights and obligations under this Agreement to the Master Developer, DTSC agrees to review and consider, in consultation with the Army, approval of such assignment.

4.26 Section Headings. The section headings set forth in this Agreement are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Agreement.

4.27 Representative Authority. The undersigned representative of each party to this Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind that party to this Agreement.

4.28 Effective Date. This Agreement shall be effective when all of the conditions set

forth in this section have been met. The effective date shall be the date upon which DTSC sends written notification to the City that all the conditions have been satisfied. The conditions are:

(a) DTSC executes, reviews, and/or concurs with, as applicable, all final documents associated with the conveyance of the Site to the City. The documents with all attachments, exhibits, and appendices shall include, but not be limited to: 1) the agreement between DTSC and the Army, 2) the ESCA, 3) the conveyance deed, 4) any environmental covenants, conditions, and restrictions, 5) the Economic Development Conveyance Memorandum of Agreement, and 6) the RAP and RMP.

(b) the Governor has approved the "early transfer" of the Site to the City and has approved the deferral of the CERCLA section 120(h)(3)(A)(ii)(I) covenant from the Army to the City,

(c) the City is the owner of the Site as demonstrated in the deed from the United States; and

(d) this Agreement has been fully executed, by the City of Oakland's representative, Oakland's City Attorney and DTSC's representative. DTSC's representative shall be the final signatory to this Agreement.

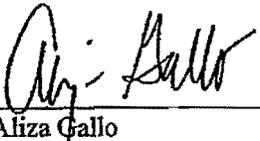
4.29 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

V. PENALTIES FOR NONCOMPLIANCE

Failure to comply with the terms of this Agreement following applicable notice and cure periods as set forth herein may subject the City to liability for penalties of up to \$25,000 for each day of noncompliance, and other consequences pursuant to chapters 6.5 and 6.8 of division 20 of the Health and Safety Code, and other applicable provisions of law.

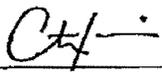
City of Oakland:

By:  Date: 5-16-2003
Jerry Brown
Mayor
City of Oakland

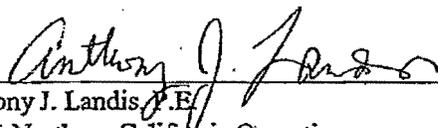
By:  Date: 5/15/2003
Aliza Gallo
Executive Director
Oakland Base Reuse Authority

By:  Date: 5/15/03
Robert C. Bobb
City Manager/Agency Administrator
City of Oakland/Oakland Redevelopment Agency

Approved as to form and legality on _____

By:  Date: 5-16-03
John Russo
City Attorney/Agency Council
City of Oakland/Oakland Redevelopment Agency

Department of Toxic Substances Control:

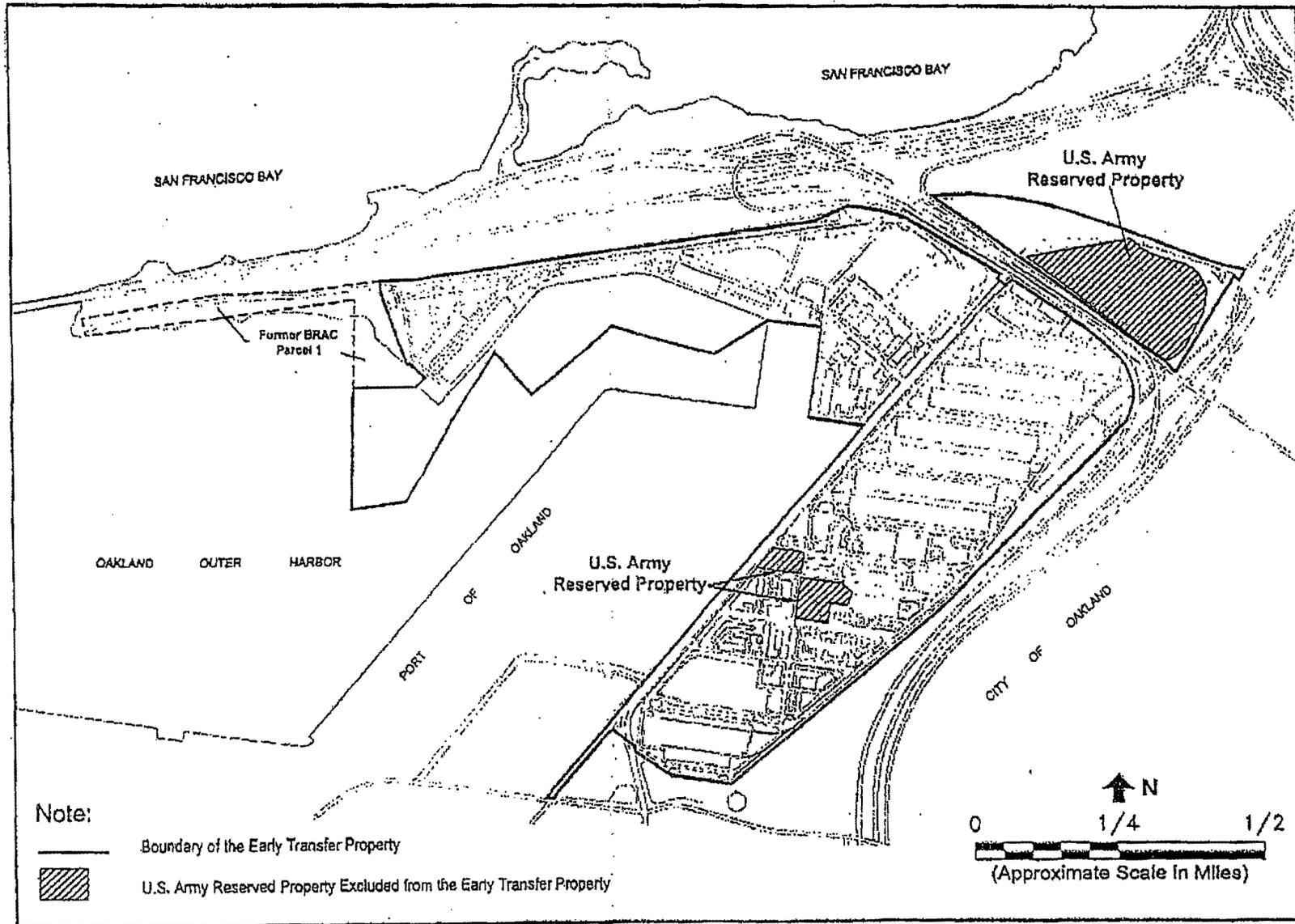
By:  Date: 5-19-03
Anthony J. Landis, P.E.
Chief, Northern California Operations
Office of Military Facilities

LIST OF EXHIBITS

- Exhibit A Map of Site
- Exhibit B Environmental Services Cooperative Agreement
- Exhibit C Remedial Action Plan
- Exhibit D Covenant to Restrict Use of Property
- Exhibit E Summary Description of RAP Sites and RMP Locations
- Exhibit F Interim Use Buildings/Areas

EXHIBIT A

MAP OF SITE



Early Transfer Property at the Former Oakland Army Base

EXHIBIT B

ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT

(Under Separate Cover)

EXHIBIT C

REMEDIAL ACTION PLAN

(Under Separate Cover)

EXHIBIT D

COVENANT TO RESTRICT USE OF PROPERTY

[See LODA Exhibit 12A]

EXHIBIT E

SUMMARY DESCRIPTION OF RAP SITES AND RMP LOCATIONS

Environmental Condition and Remedy Selection for RAP Sites

Former Oil Reclaiming Plant (ORP)/Building 1 Area

The former ORP consisted of a building and several aboveground tanks in the vicinity. Waste disposal practices likely resulted in the release of tarry residue to ground adjacent to these operations, which was covered by fill to construct Building 1 in 1941. On several occasions, the tarry residue has migrated to the surface under and around Building 1 and has been detected in 1994, 1998, 2000, and 2002. Laboratory analysis of the tarry residue has confirmed the presence of lead, polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), polychlorinated dibenzodioxins (PCDDs), and polychlorinated dibenzofurans (PCDFs) at concentrations of concern. One sample also showed the presence of 1,2,3-trichloropropane (TCP). The tarry residue is very acidic with measured pH of 1 in some locations. The tarry residue is a Resource Conservation and Recovery Act (RCRA) hazardous waste subject to land ban restrictions when excavated.

The proposed remedial action for the tarry residue is to excavate and neutralize, as needed for transport, the pH of the material and high concentrations of lead with lime, fly ash, or other appropriate binders. It is assumed that this neutralized material would be disposed as a RCRA hazardous waste at an off-site permitted facility. Five years of post remediation groundwater monitoring is included for this RAP site.

The viability of this proposed remedial action depends upon obtaining a variance from federal land disposal restrictions (LDR) treatment standards for PAHs, PCDDs, and PCDFs in the tarry residue. Without a variance, the tarry residue may have to be incinerated to achieve LDR treatment standards for these underlying hazardous constituents. Incineration of the tarry residue is likely to be cost prohibitive and may necessitate that the untreated material be left in-place at the OARB, which would severely restrict redevelopment opportunities for the OARB. Therefore, the LDR variance is considered a critical component of this remedial action.

VOCs in Groundwater at Eastern End of Building 807

Volatile Organic Compounds (VOCs) in the shallow water-bearing zone were discovered by the Army in 1992 and consist primarily of vinyl chloride, cis-1,2-dichloroethene (cis-1,2-DCE), trans-1,2-dichloroethene (trans-1,2-DCE), trichloroethene (TCE), and 1,1,2,2-tetrachloroethane. The VOCs do not appear to be migrating; however, the residual VOC concentrations in groundwater may pose a vapor intrusion threat to building occupants if a building is constructed over the area in the future.

Therefore, in-situ chemical oxidation/reduction is proposed as the remedial action for the VOCs in groundwater here. Treatability studies, if needed, will be conducted to establish the types and

amounts of oxidants or reductants required and the approximate grid spacing of injection points across the surface area of the impacted shallow water-bearing zone. Five years of groundwater monitoring is included for this RAP site.

VOCs in Groundwater Near Buildings 808 and 823

Vinyl chloride and lesser concentrations of other VOCs are present in shallow groundwater in an area north of Building 808 and south of Building 823. The VOCs are not migrating, but the VOC-impacted groundwater poses a potential vapor intrusion threat.

Therefore, in-situ bioremediation of vinyl chloride in groundwater by injecting oxygen release compound (ORC) or another appropriate oxidant into the subsurface is proposed for this site. Five years of groundwater monitoring is included for this RAP site.

VOCs in Groundwater Near Building 99

An area of the shallow water-bearing zone near Building 99 is impacted with VOCs, including vinyl chloride and cis-1,2-DCE. No source or significant soil contamination has been identified; however, VOC-impacted groundwater poses a vapor intrusion threat.

Because vinyl chloride and cis-1,2-DCE are amenable to aerobic degradation by microorganisms, the proposed remedy for this site is in-situ bioremediation with ORC to remove or significantly reduce remaining chemical of concern (COC) quantities prior to redevelopment. Five years of groundwater monitoring is included for this RAP site.

Benzene and MTBE in Groundwater Near Former USTs 11A/12A/13A

Following removal of former fuel underground storage tanks (USTs) in the area near Building 828, significant concentrations of petroleum hydrocarbons, and benzene, toluene, ethylbenzene, and xylenes (BTEX) were found to remain in soil and shallow groundwater near the location of the former tanks. Additionally, methyl tertiary butyl ether (MTBE), which is a fuel oxygenate, was also detected in the shallow water-bearing zone.

Because impacted soil may act as a source of petroleum hydrocarbons and fuel constituents that could migrate to groundwater, the proposed remedy is to excavate contaminated soil in the vicinity of the former location of the tanks. Benzene and MTBE remaining in the shallow water-bearing zone is proposed to be treated by in-situ bioremediation using ORC. Five years of groundwater monitoring is included for this RAP site.

Building 991 Area

Building 991 was used as a locomotive engine maintenance shop. Petroleum hydrocarbons, pesticides, and lesser concentrations of other COCs have impacted soil and groundwater in the vicinity. MTBE has also been detected at low concentrations in the groundwater.

The proposed remedy is to excavate contaminated soil containing petroleum hydrocarbons, pesticides, or other COCs that may continue to leach COCs to groundwater and dispose of the soil as non-RCRA hazardous waste at an off-site permitted facility. Residual petroleum hydrocarbons in groundwater are proposed to be addressed by in-situ bioremediation using ORC.

Five years of groundwater monitoring is included for this RAP site.

Building 99

Building 99 was initially used for ship manufacturing, then metalworking before the Army converted it to a vehicle and electrical maintenance shop, which included such activities as sand blasting, metal spraying, steam cleaning, and tractor-trailer repair. Analytical results of available soil samples do not suggest significant releases of VOCs, PAHs, total petroleum hydrocarbons (TPH) or metals have occurred from the building.

However, given the historical uses at Building 99 and the limited nature of the investigations, additional sampling at Building 99 is warranted. The proposed remediation, if required, consists of excavating soil with COCs greater than site-specific remediation goals after Building 99 has been demolished.

Environmental Condition and Remedy Selection for RMP Locations

Washracks, Sumps, Oil/Water Separators, and Miscellaneous Operations

Approximately 82 washracks, sumps, oil/water separators, and miscellaneous structures or activity areas have been identified at approximately 55 locations. These locations include: (1) areas requiring the removal of an existing subsurface structure, (2) areas requiring additional characterization, (3) areas where residual, impacted soil is anticipated and will be removed when encountered during infrastructure installation or redevelopment, and (4) areas with no currently identified environmental issues but which will be inspected for undiscovered contamination in accordance with the soil management protocols in the RMP.

For sites requiring removal of an existing structure or sites where impacted soil is anticipated, the proposed remedy assumes that an average of approximately 50 cubic yards (cy) of debris and contaminated soil will be removed at each site and disposed as non-RCRA hazardous waste at an off-site permitted facility. For sites requiring additional characterization, the site will be inspected and sampled during redevelopment as outlined in the RMP. Finally, for RMP locations where no contamination has been found to date, the area will be inspected and sampled in accordance with the RMP during redevelopment to confirm no contamination exists above the remediation goals at these locations.

Tanks

Approximately 93 USTs and aboveground storage tanks (ASTs) have been identified at approximately 73 locations on the OARB. These locations include: (1) tank sites that potentially require the removal of an existing tank, (2) former tank sites where residual, impacted soil is anticipated and will be excavated and disposed, when encountered, during infrastructure installation or redevelopment, and (3) former tank sites anticipated to possibly require excavation of residual, impacted soil or groundwater monitoring, and (4) former tank sites with no currently identified environmental issues but which will be inspected and sampled for undiscovered contamination in accordance with the soil management protocols in the RMP.

With respect to the proposed remediation, removal of any remaining USTs, including removal and disposal of impacted soil will be performed during infrastructure replacement or when otherwise encountered during new building construction as redevelopment proceeds. Soil containing petroleum hydrocarbons will be managed and disposed at a permitted off-site facility. Additionally some of these tank sites will require groundwater monitoring to meet regulatory closure requirements specified by the RWQCB. Tank sites with no currently identified issues will be inspected and sampled in accordance with the RMP during redevelopment to confirm no contamination exists above the remediation goals at these locations.

Former Industrial and Chemical Handling Locations

There are seven such locations, and although no significant contamination was known to exist at these sites, historical operations suggested the likelihood for past chemical releases.

1. **Debris Area Near Building 99:** Approximately 15 tons of soil mixed with so-called "boiler debris" was excavated by the Army and disposed as a non-RCRA hazardous waste from a debris area near Building 99. Samples of the remaining debris in this area contained visible indication of slag-like material with lead, other metals, and benzo(a)pyrene at concentrations greater than the remediation goals. Other PAHs were detected but at concentrations below the remediation goals. In addition, petroleum hydrocarbons were found.

The proposed remedy for this site assumes that approximately 200 cy of soil mixed with debris will be excavated and disposed as non-RCRA hazardous waste at an off-site permitted facility. Recent Phase II sampling has indicated this volume may be greater than originally estimated and some portion of it may be RCRA hazardous waste when excavated. The RMP provides mechanisms to address encountered field conditions for sites such as this with DTSC oversight as redevelopment proceeds.

2. **Building 85:** Although this building was used chiefly to carry out administrative functions, it was equipped with a photograph-processing laboratory and may have been used historically as a printing plant. No COCs were detected at concentrations greater than the remediation goals. However, some remediation may be necessary during site preparation for redevelopment, and the proposed remedy assumes approximately 100 cy of contaminated soil will be excavated and disposed as non-RCRA hazardous waste at an off-site permitted facility, if such material is encountered.
3. **Building 812:** This building was used by the Army as an "ordnance" (meaning vehicles) maintenance shop and contained a welding booth, machine shop, and two repair and grease areas. Used oil tank 8A was formerly located at the southwest corner of the building. No contamination greater than remediation goals has been identified near Building 812.

Nevertheless, the proposed remedy assumes approximately 100 cy of contaminated soil will be excavated and disposed as non-RCRA hazardous waste at an off-site permitted facility, if such material is encountered during redevelopment.

4. **Building 823:** This building contained a paint room, paint booth finishing room, and carpenter shop. It also may have been used as a heavy equipment maintenance facility. Identified chemical release sites near Building 823 include former UST A and the VOC-impacted groundwater near Buildings 808 and 823. No other residual chemical sources in soil have been identified.

The proposed remedy assumes approximately 200 cy of contaminated soil will be excavated and disposed as non-RCRA hazardous waste at an off-site permitted facility, if such material is encountered during redevelopment.

5. **Potential Drum Drainage Area East of Buildings 805 and 806:** In this area, Army personnel reportedly allowed damaged drums of chemicals to drain onto railroad track ballast. COC impacts appear minor and limited primarily to shallow soil where VOCs such as toluene, ethylbenzene and xylene have been found. The proposed remedy assumes the presence of VOCs renders approximately 250 cy of excavated soil as RCRA hazardous waste that will be disposed at an off-site permitted facility. Residual VOCs in the shallow water-bearing zone are proposed to be addressed through in-situ chemical oxidation/reduction, if needed.

6. **Former Motor Pool and Salvage Operations at Building 640:** The former Army motor pool and salvage area included a gasoline station possibly with a UST, a motor repair shop, a paint spray booth, several grease racks and washracks, vehicle storage sheds, gasoline pipeline, and several salvage warehouses, which were demolished when the Army constructed Building 640 in 1945. Although only low concentrations of petroleum hydrocarbons, PAHs and other COCs have been detected, the need for limited soil remediation is assumed.

The proposed remedial action assumes that approximately 250 cy of contaminated soil will be excavated and disposed as non-RCRA hazardous waste at an off-site permitted facility. In addition, in-situ bioremediation of the shallow water-bearing zone is assumed to be necessary, if COCs greater than remediation goals are encountered during redevelopment. Five years of groundwater monitoring is included for this RAP site.

7. **Benzidine at Former Used Oil Tank 21:** Former used oil tank 21 was part of a facility constructed by the Army in 1986 for preparing privately owned vehicles for overseas transport and included a washrack and an oil/water separator. Structures were removed and contaminated soils were remediated in 1997. Following this cleanup, the soil contained residual concentrations of petroleum hydrocarbons, lead, and PAHs. However, residual concentrations of benzidine were also reported in the excavated area and stockpiled soil, which the Army disposed of at an off-site, permitted waste management facility.

Further testing will be performed here. The proposed remedy assumes approximately 50 cy of contaminated soil will be excavated and disposed as non-RCRA hazardous waste

at an off-site permitted facility, if COCs such as benzidine are encountered at greater than remediation goals.

Historical Spills and Stains

Numerous spills and stains have been observed over the years at the OARB, as found on historical photographs or Army records. Given the use history of the OARB, most of these releases in stained areas likely involved petroleum hydrocarbons associated with diesel fuel or motor oil. Many were sampled during the Phase II investigations in 2002. As a consequence, under the proposed remedy, soil excavated during new construction will be inspected for staining or other signs of contamination. Protocols for inspecting, sampling and managing contaminated soil encountered during and after redevelopment are specified in the RMP.

Lead in Soil Around Buildings

The Army has identified the buildings that may contain Lead Based Paint based upon surveys and the age of construction. Redevelopment includes demolition of many of these buildings.

Under the proposed remedy, excavated soil with representative total lead concentrations less than 350 mg/kg may be reused anywhere on-site provided such reuse complies with the risk-based remediation goals and applicable law and regulations. Excavated soil with representative total lead concentrations between 350 mg/kg and the lead remediation goal of 750 mg/kg will be disposed at an off-site permitted facility unless specifically exempted by DTSC. Soil with representative lead concentrations exceeding the site-specific remediation goal of 750 mg/kg will be excavated and disposed at an off-site-permitted facility.

Former PCB-Containing Transformers and Equipment Locations

Existing inventories list approximately 110 pieces of electrical transformers or other equipment that may have, or still, contain PCBs.

Under the proposed remedy, electrical equipment at the OARB that still contains PCBs will be removed from service and managed in accordance with TSCA regulations prior to building demolition. Outdoor areas where transformers were located will also be inspected and sampled for the presence of PCBs in concrete, asphalt, and underlying soil as specified in the RMP before improvements are razed. Soil containing PCBs greater than remediation goals will be excavated and disposed at an off-site permitted facility. Management of PCB-containing equipment and media contaminated by PCBs is also subject to U.S. EPA requirements under TSCA.

Storm Drains and Sanitary Sewers

The storm drain system at the OARB consists of approximately 110,000 linear feet (lf) of pipe that conveys water to the San Francisco Bay. The sanitary sewer system consists of approximately 25,000 lf of pipe and four pump or lift stations, which convey sewage to the EBMUD wastewater treatment plant. Army studies indicate that both the storm drain and sanitary sewer systems are in poor condition and presence of contamination in and around the pipes has been documented.

Under the proposed remedy, investigation of sediment inside the storm drains will be conducted

in advance of infrastructure replacement. Interim remedial actions will be performed if COC-containing sediment is discovered. Such actions may consist of flushing segments of storm drain line with water to remove and capture the contaminated sediments for disposal at an off-site permitted facility. Alternatively, cement grout or similar means can be used to seal the ends of storm drain branch lines that are collapsed or otherwise can be removed from service without exacerbating flooding concerns.

Railroad Tracks

Approximately 26 miles of railroad track remain at the OARB. In addition, former railroad track ballast is covered with imported gravel in the former Baldwin Railyard. Typical contamination in old railyards can include petroleum hydrocarbons, PCBs, metal and asbestos, solvents, benzene, toluene, ethylbenzene, and xylenes (BTEX), and other VOCs. Additionally, surface soil in railyards may become contaminated with creosote, pentachlorophenol (PCP) or chromated copper arsenate (CCA) that originate from railroad ties. Herbicides sprayed near tracks may also be present. Testing at OARB indicates that benzo(a)pyrene, lead, and arsenic were detected at concentrations greater than remediation goals in some track locations.

The railroad tracks at the OARB will be removed or replaced during redevelopment. Protocols for inspecting and testing potentially contaminated railroad track sub-ballast have been established in the RMP. Under the proposed remedial action, sub-ballast found during redevelopment to contain COCs greater than remediation goals will be excavated for disposal at an off-site permitted facility or, if specifically approved by DTSC, may be incorporated into the on-site railroad beds upon which new tracks will be laid and covered with clean ballast.

Marine Sediments

The Army has identified COC impacts to marine sediments near storm drain outfalls from the portions of the OARB being transferred via EDC (Outfalls 5 through 7) as well as the adjacent Outfalls 8 through 11). These outfalls discharge to the Oakland Outer Harbor in San Francisco Bay.

The Army has concluded that marine sediments at Outfalls 5 through 7 "are unlikely to result in unacceptable adverse effects on aquatic or wildlife receptors," therefore, no further action is proposed for those sediment locations.

Contaminants of concern have been detected at Outfalls 8 through 11, and the Army concludes from its ecological risk assessment that marine "sediments at Outfalls 8 through 11, if not capped in the future, may result in limited impacts to aquatic communities." The Port of Oakland intends to fill 26 acres to provide additional terminal capacity and create two berths in the Oakland Outer Harbor (New Berth 21) as outlined in its Seaport Plan for 2020 and the EIR. The Port of Oakland's project will result in covering the marine sediments adjacent to Outfalls 8 through 11, thereby addressing potential impacts.

EXHIBIT F

INTERIM USE SITES

[These Interim Uses are subject to DTSC review and approval of the results of sampling events that are ongoing.]

Building 796

Building 796 is a former Army barracks and administration building, which is now used as part of the Oakland Military Institute (National Guard College Preparatory Academy). The school includes several temporary classroom units located on asphalt on the adjacent parking area. The Oakland Military Institute is a Charter School facility established in partnership with the California National Guard and the Mayor of Oakland for students in grades 7-12. There are currently 160 7th-grade students enrolled in the 2001-2002 school year, and plans are to enroll 160 additional 8th-grade students in the school year beginning September 2002. The school is supported by a total of 25 to 40 teachers and administrators.

Building 740

Building 740, a former bowling alley, is home to Operation Dignity, a 100-bed winter emergency relief shelter for homeless men and women. The site is leased to the City of Oakland Community and Economic Development Agency, who funds the program. The program operates from January 15 through the end of April, and is open from 6:00 a.m. until 8:00 a.m. the following morning.

Clients are transported to the shelter by a free van, which picks up and drops off from designated sites in Berkeley and Oakland.

Building 655

Building 655 is a former Army childcare center, which is still used as such. The City of Oakland has been the grantee for the Head Start Program for 27 years. Known formally as the City of Oakland Life Enrichment Agency, Aging, Health & Human Services Head Start Program, the Child Development Program provides education, nutrition, health, and mental services to low-income children and families throughout Oakland. The program operates Monday through Friday, from 7:00 a.m. to 6:00 p.m., and is staffed by 10-12 full-time employees serving 85 to 91 children (60 families).

Building 650

Building 650 is a former Army guest house in which Milestones Human Services, Inc., through its Milestones-East Bay Center program, operates a licensed residential drug and alcohol treatment facility for homeless men and women in Building 650 under a contract the California Department of Corrections. Occupying the first floor of Building 650 (also known as Jacobs Guest House), the program offers a comprehensive set of services ranging from substance abuse treatment, literacy and education, life skills, employment preparation, placement, counseling, and aftercare services. There are nine full-time staff members for a resident population of 25. The

program operates 24 hours per day, 7 days a week.

LETTER AMENDMENT TO CONSENT AGREEMENT

BETWEEN

OAKLAND BASE REUSE AUTHORITY,

OAKLAND REDEVELOPMENT AGENCY AND

STATE OF CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

This LETTER AMENDMENT TO CONSENT AGREEMENT ("Amendment") is entered into as of the 8th day of September, 2004 by and between the Oakland Base Reuse Authority, a joint powers authority ("OBRA"), the Oakland Redevelopment Agency of the City of Oakland ("ORA") and the State of California Department of Toxic Substances Control ("DTSC") (together, the "Parties," or individually, a "Party") with respect to the following recitals:

WHEREAS, the Parties entered into that certain Consent Agreement dated as of May 19, 2003 (the "Agreement") to implement the Oakland Army Base Remedial Action Plan ("RAP") and associated Risk Management Plan approved by DTSC on September 26, 2002 concerning that portion of the former Oakland Army Base commonly known as the No-Cost Economic Development Conveyance parcel ("EDC Parcel"); and

WHEREAS, on August 2, 2004, DTSC amended the RAP (the "RAP Amendment") to address the adjacent portion of the former Oakland Army Base owned by the United States of America, acting through the Secretary of the Army ("Army") commonly known as the Subaru Lot (Parcels 15A and 15B, as described in Exhibits A and B); and

WHEREAS, the Army executed that certain Covenant to Restrict Use of Property -- Environmental Restriction ("Covenant") dated August 31, 2004 and recorded against the Subaru Lot on Nov 18, 2004; and 0

WHEREAS, immediately after the recording of the Covenant, the Army conveyed the Subaru Lot to OBRA through a quitclaim deed from the Army and thereupon OBRA assumed responsibility for compliance with the Covenant; and

WHEREAS, immediately after conveyance of the full Subaru Lot, OBRA will convey 2.51 acres (Parcel 15A, Exhibit A) to the City of Oakland, acting by and through its Board of Port Commissioners (the "Port"); and

WHEREAS, the Parties desire to amend the Agreement to recognize that the RAP has been amended, that the City is responsible for compliance with the Covenant, that those provisions of the Agreement consistent with the RAP Amendment and Covenant apply to the Subaru Lot, and that the City and the Port will jointly request in writing that DTSC approve assignment of the City's rights and obligations under this Agreement to the Port with respect to Parcel 15A.

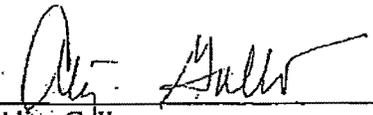
NOW, THEREFORE, the Parties hereto agree as follows:

1. The definition of "Site" in Section 1.2 of the Agreement is hereby amended to include the Subaru Lot, as depicted on Exhibits A and B to this Amendment.
2. The environmental condition of the Subaru Lot and remedial action requirements for the Subaru Lot are described in that certain Amendment to the Oakland Army Base Remedial Action Plan approved by DTSC on July 29, 2004 (the "RAP Amendment").
3. The Parties agree that future use of the Subaru Lot shall be restricted by that certain Covenant dated as of August 31, 2004 and recorded against the Subaru Lot on November 18, 2004. Specifically, the City shall retain all inspection, certification and reporting responsibilities as required in the Covenant, Section 4.02(a) and responsibility to pay all costs associated with the administration of the Covenant pursuant to the California Code of Regulations, Section 67391.1(h).
4. The remedial action requirements for the Subaru Lot are described in the RAP Amendment.
5. All of the provisions of the Agreement that are consistent with the RAP Amendment and the Covenant apply to the Subaru Lot, except that no further financial assurances will be required under Section 4.18 of the Agreement, and that no pre-transfer notice under Section 4.25(a) shall be required to convey Parcel 15A of the Subaru Lot to the Port of Oakland.

City of Oakland

By: N/A
~~Jerry Brown~~
~~Mayor~~
~~City of Oakland~~

Date: _____

By: 
Aliza Gallo
Executive Director
Oakland Base Reuse Authority

Date: September 9, 2004

By: See page 4
~~Deborah Edgerly~~
~~Interim Agency Administrator~~
~~Oakland Redevelopment Agency~~

Date: _____

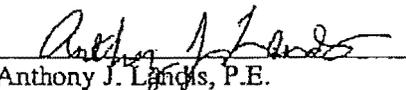
Resolution No.:

Approved as to form and legality:

By: See page 4
Name:
Title:

Date: _____

Department of Toxic Substances Control:

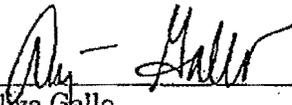
By: 
Anthony J. Landis, P.E.
Chief, Northern California Operations
Office of Military Facilities

Date: September 8, 2004

City of Oakland

By: _____
Jerry Brown
Mayor
City of Oakland

Date: _____

By:  _____
Aliza Gallo
Executive Director
Oakland Base Reuse Authority

Date: _____

By: _____
Deborah Edgerly
Interim Agency Administrator
Oakland Redevelopment Agency

Date: _____

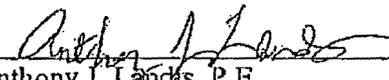
Resolution No.:

Approved as to form and legality:

By: _____
Name:
Title:

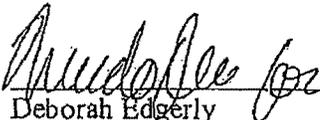
Date: _____

Department of Toxic Substances Control:

By:  _____
Anthony J. Landas, P.E.
Chief, Northern California Operations
Office of Military Facilities

Date: September 8, 2004

Redevelopment Agency of the City of Oakland:

By: 
Deborah Edgerly
Agency Administrator

Date: 9/8/04

Resolution No.: 2003-25

Approved as to form and legality:

By: 
Alix A. Rosenthal
Deputy City Attorney

Date: 9/8/04

Exhibit A

Legal Description and Map for Parcel 15A

EXHIBIT A
Legal Description
A Portion of East Maritime Army Reserve Property

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

Parcel 15A

A portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485), 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 the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951 in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6566 O.R. 301), said corner being the northwest terminus of the course described as "North 71°40'17" West 585.40 feet" in the description of said Parcel 1, Tract 1 (6566 O.R. 301), said corner being marked by 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 57°59'13" East, 432.18 feet to a point on the generally northeastern line of Parcel A as described in an 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 December 17, 1998, said Parcel A being commonly referred to as the "Subaru Lot" (said Parcel A will hereinafter be referred to as the Subaru Lot), being a point on the course described as "South 71°25'25" East, 87.02 feet" in the description of said Parcel A (the Subaru Lot), and being the **POINT OF BEGINNING** of Parcel 15A as herein described;

Thence along the northeastern, eastern and southeastern lines of said Parcel A (the Subaru Lot) the following nine courses:

1) South $71^{\circ}25'40''$ East, 25.43 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 354.97 feet and a central angle of $59^{\circ}49'02''$, from which the radius point bears South $30^{\circ}09'08''$ West, said beginning of curve being marked by a $1\frac{1}{2}''$ brass disk with bolt stamped "LS 6379";

2) along said curve to the right, an arc distance of 370.59 feet to the beginning of a compound curve concave westerly, having a radius of 199.99 feet and a central angle of $25^{\circ}52'29''$, said point of compound curvature being marked by a nail and washer with tag stamped "LS 6379";

3) along said curve to the right, an arc distance of 90.32 feet to a point of tangency being marked by a nail and washer with tag stamped "LS 6379";

4) South $25^{\circ}50'39''$ West, 100.04 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped "LS 6379";

5) South $30^{\circ}42'24''$ West, 148.96 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped "LS 6379";

6) South $37^{\circ}08'59''$ West, 99.92 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped "LS 6379";

7) South $40^{\circ}33'22''$ West, 49.03 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped "LS 6379";

8) South $49^{\circ}48'18''$ West, 93.04 feet to an angle point in said line;

9) South $56^{\circ}00'39''$ West, 30.42 feet to the a point on the generally northeastern line 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 Alameda County (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 $6^{\circ}06'10''$, from which beginning the radius point bears South $46^{\circ}46'37''$ West;

Thence along the generally northeastern line of said Parcel 56444 (Doc. 2002072863) along said curve to the left, an arc distance of 175.43 feet to the point of a cusp from which the radius point bears South $40^{\circ}40'27''$ West, being the beginning of a non-tangent curve concave westerly, having a radius of 1542.01 feet and a central angle of $6^{\circ}28'40''$, from which beginning the radius point bears North $31^{\circ}02'02''$ West;

Thence along said curve to the left, an arc distance of 174.33 feet to an angle point from which the radius point bears North $37^{\circ}30'42''$ West, being the beginning of a non-tangent curve concave northwesterly, having a radius of 302.83 feet and a central angle of $16^{\circ}33'59''$, from which the radius point bears North $34^{\circ}34'15''$ West;

Thence along said curve to the left, an arc distance of 87.56 feet to the beginning of a compound curve concave northwesterly, having a radius of 906.45 feet and a central angle of $4^{\circ}28'14''$;

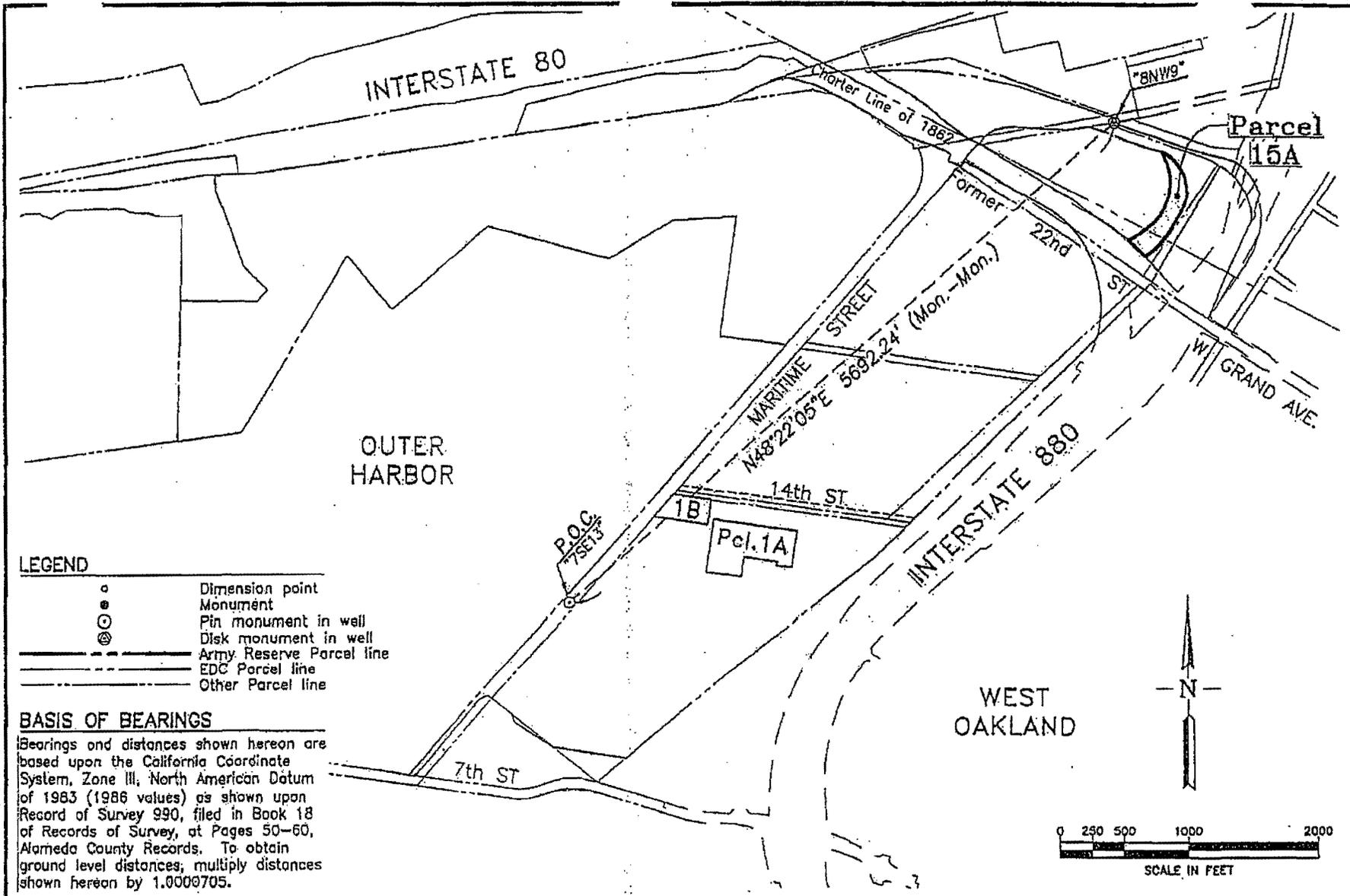
Thence along said curve to the left, an arc distance of 70.73 feet to the beginning of a compound curve concave westerly, having a radius of 426.09 feet and a central angle of $41^{\circ}30'48''$;

Thence along said curve to the left, an arc distance of 308.72 feet to the beginning of a compound curve concave southwesterly, having a radius of 444.22 feet and a central angle of $25^{\circ}38'05''$;

Thence along said curve to the left, an arc distance of 198.75 feet to the **POINT OF BEGINNING**, containing 109,537 square feet (2.514 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 unless otherwise indicated. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

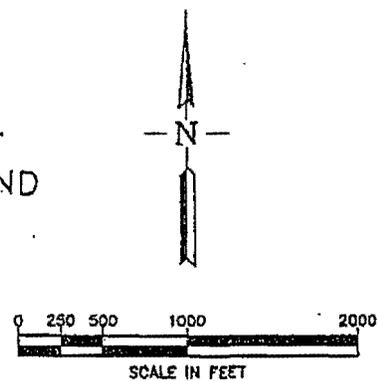


LEGEND

- Dimension point
- Monument
- ⊙ Pin monument in well
- ⊗ Disk monument in well
- Army Reserve Parcel line
- - - EDC Parcel line
- · · Other Parcel line

BASIS OF BEARINGS

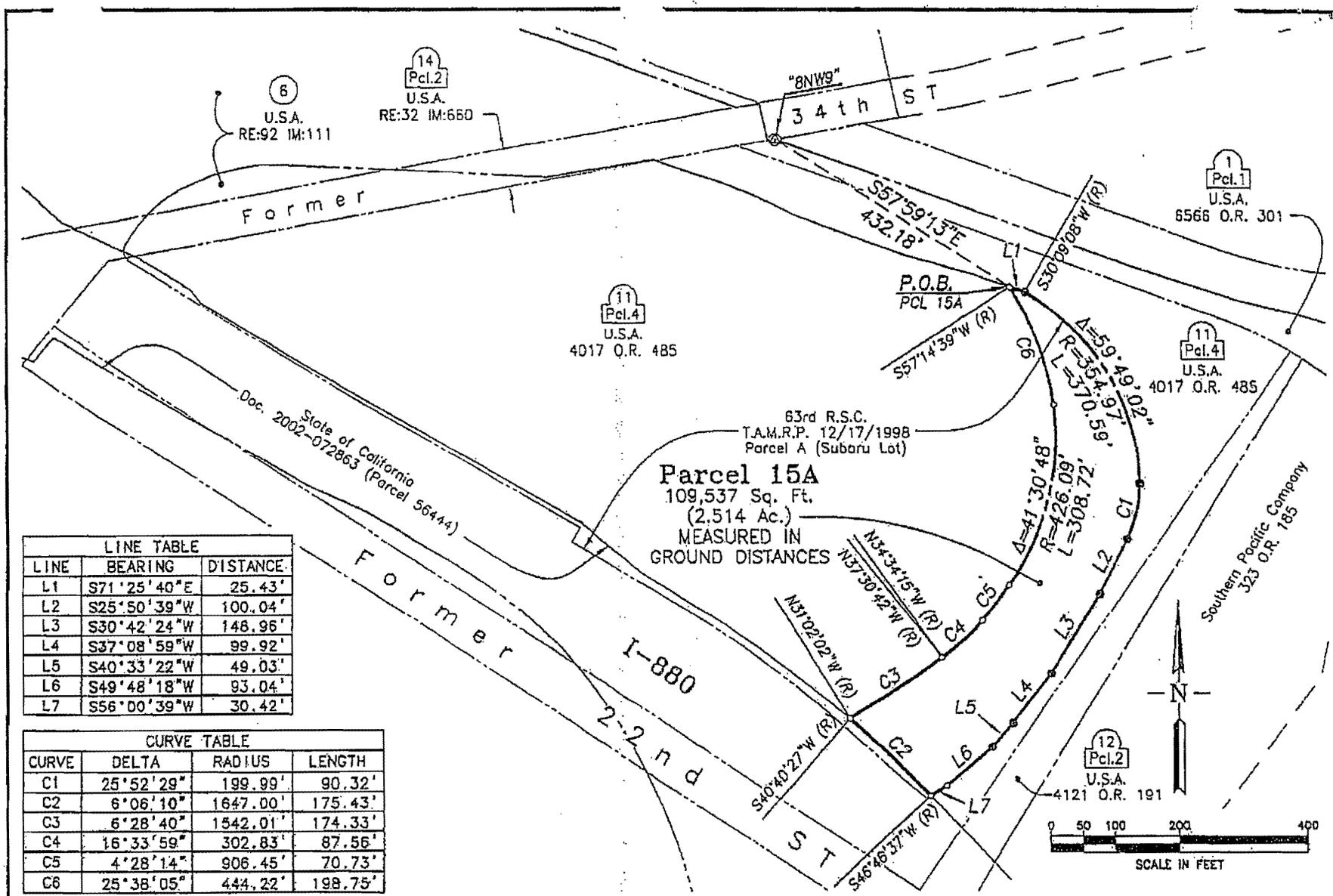
Bearings and distances shown hereon are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon Record of Survey 990, filed in Book 18 of Records of Survey, at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances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



PORT OF OAKLAND
 LAND SURVEYS AND MAPPING
 530 Water Street
 Oakland, California

EXHIBIT A
PLAT TO ACCOMPANY LEGAL DESCRIPTION
PARCEL 15A

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: BTO#601132
SCALE: 1" = 1000'	Data File:
DATE: 7/19/2004	Revision:
SHEET 1 OF 2	Rev. date:
ATTACHMENTS:	
FILE LOC.: AR-PLAT-15A.DWG	



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S71°25'40"E	25.43'
L2	S25°50'39"W	100.04'
L3	S30°42'24"W	148.96'
L4	S37°08'59"W	99.92'
L5	S40°33'22"W	49.03'
L6	S49°48'18"W	93.04'
L7	S56°00'39"W	30.42'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	25°52'29"	199.99'	90.32'
C2	6°06'10"	1647.00'	175.43'
C3	6°28'40"	1542.01'	174.33'
C4	16°33'59"	302.83'	87.56'
C5	4°28'14"	906.45'	70.73'
C6	25°38'05"	444.22'	198.75'

PORT OF OAKLAND
 LAND SURVEYS AND MAPPING
 530 Water Street
 Oakland, California

EXHIBIT A
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 PARCEL 15A

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: BTO#501132
SCALE: 1" = 200'	Data File:
DATE: 7/19/2004	Revision:
SHEET 2 OF 2	Rev. date:
ATTACHMENTS:	
FILE LOC.: AR-PLAT-15A.DWG	

Exhibit B

Legal Description and Map for Parcel 15B

Schedule 1.1 (92)
Legal Description
West Maritime Army Reserve Property
Oakland Army Base

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

Parcel 15B

A portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485); A portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel: 32, Image:660); A portion of the lands described in that certain Final Judgment as to Parcel No. 6, 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 May 23, 1960, Reel 092, Image 111 of Official Records, in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel:092, Image:111), all of which are 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. 45-1-286 (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 the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951 in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6566 O.R. 301), said corner being the northwest terminus of the course described as "North 71°40'17" West 585.40 feet" in the description of said Parcel 1, Tract 1 (6566 O.R. 301), said corner being marked by 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 $57^{\circ}59'13''$ East, 432.18 feet to a point on the generally northeastern line of Parcel A as described in an 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 December 17, 1998, said Parcel A being commonly referred to as the "Subaru Lot" (said Parcel A will hereinafter be referred to as the Subaru Lot), being a point on the course described as "South $71^{\circ}25'25''$ East, 87.02 feet" in the description of said Parcel A (the Subaru Lot), said point being the beginning of a non-tangent curve concave southwesterly, having a radius of 444.22 feet and a central angle of $25^{\circ}38'05''$, from which the radius point bears South $57^{\circ}14'39''$ West, and being the POINT OF BEGINNING of Parcel .15B as herein described;

Thence departing from said northeastern line of said Parcel A (the Subaru Lot) along said curve to the right, an arc distance of 198.75 feet to the beginning of a compound curve concave westerly, having a radius of 426.09 feet and a central angle of $41^{\circ}30'48''$;

Thence along said curve to the right, an arc distance of 308.72 feet to the beginning of a compound curve concave northwesterly, having a radius of 906.45 feet and a central angle of $4^{\circ}28'14''$;

Thence along said curve to the right, an arc distance of 70.73 feet to the beginning of a compound curve concave northwesterly, having a radius of 302.83 feet and a central angle of $16^{\circ}33'59''$;

Thence along said curve to the right, an arc distance of 87.56 feet to an angle point from which the radius point bears North $34^{\circ}34'15''$ West, being the beginning of a non-tangent curve concave northwesterly having a radius of 1542.01 feet and a central angle of $6^{\circ}28'40''$, from which beginning the radius point bears North $37^{\circ}30'42''$ West;

Thence along said curve to the right, an arc distance of 174.33 feet to a point on the generally northeastern line 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 Alameda County (hereinafter referred to as Doc. 2002-072863), said point being an angle point from which the radius point bears North $31^{\circ}02'02''$ West, and also being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of $2^{\circ}40'12''$, from which beginning the radius point bears South $40^{\circ}40'27''$ West;

Thence along the generally northeastern line of said Parcel 56444 (Doc. 2002-072863) the following eight courses:

1) along said curve to the left, an arc distance of 76.75 feet to an angle point from which the radius point bears South $38^{\circ}00'16''$ West, being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of $7^{\circ}24'24''$, from which beginning the radius point bears South $39^{\circ}39'54''$ West;

2) along said curve to the left, an arc distance of 212.91 feet to a point of tangency;

- 3) North 57°44'30" West, 113.40 feet to an angle point;
- 4) North 49°58'48" West, 124.70 feet to an angle point;
- 5) North 59°26'20" West, 696.99 feet to an angle point;
- 6) North 38°53'13" West, 28.48 feet to an angle point;
- 7) North 59°26'21" West, 95.01 feet to an angle point;
- 8) North 65°41'40" West, 26.04 feet to a point on the generally northwestern line of said Parcel A (the Subaru Lot), said point being the beginning of a non-tangent curve concave easterly, having a radius of 20.00 feet and a central angle of 29°55'43", from which beginning the radius point bears North 87°47'11" East;

Thence along the northwestern, northern and northeastern lines of said Parcel A (the Subaru Lot) the following sixteen courses:

- 1) along said curve to the right, an arc distance of 10.45 feet to the beginning of a compound curve concave southeasterly, having a radius of 199.99 feet and a central angle of 39°56'30", said point of compound curvature being marked by a 1 ½" brass disk and spike stamped "LS 6379";
- 2) along said curve to the right, an arc distance of 139.42 feet to a point of tangency marked by a 1" iron pipe with plug and tack stamped "LS 6379";
- 3) North 67°39'24" East, 25.68 feet to the beginning of a curve concave southerly, having a radius of 299.98 feet and a central angle of 25°11'31";
- 4) along said curve to the right, an arc distance of 131.90 feet to a point of tangency marked by a 1" iron pipe with plug stamped "LS 6379";
- 5) South 87°09'05" East, 415.50 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped "LS 6379";
- 6) North 80°41'00" East, 170.83 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped "LS 6379";
- 7) South 70°15'39" East, 49.25 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 8) South 72°38'25" East, 67.85 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";
- 9) South 69°32'54" East, 44.74 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";

10) South 66°07'36" East, 44.94 feet to an angle point in said line, said point being marked by a ¾" brass tag in concrete stamped "LS 6379";

11) South 63°28'21" East, 40.88 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";

12) South 69°21'45" East, 49.64 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";

13) South 70°14'16" East, 101.26 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";

14) South 71°46'24" East, 32.44 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";

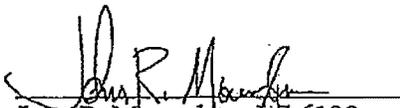
15) South 74°35'56" East, 103.17 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped "LS 6379";

16) South 71°25'40" East, 61.59 feet to the POINT OF BEGINNING, containing 719,497 square feet (16.517 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 unless otherwise indicated. To obtain ground level distances, multiply distances called for herein by 1.0000705.

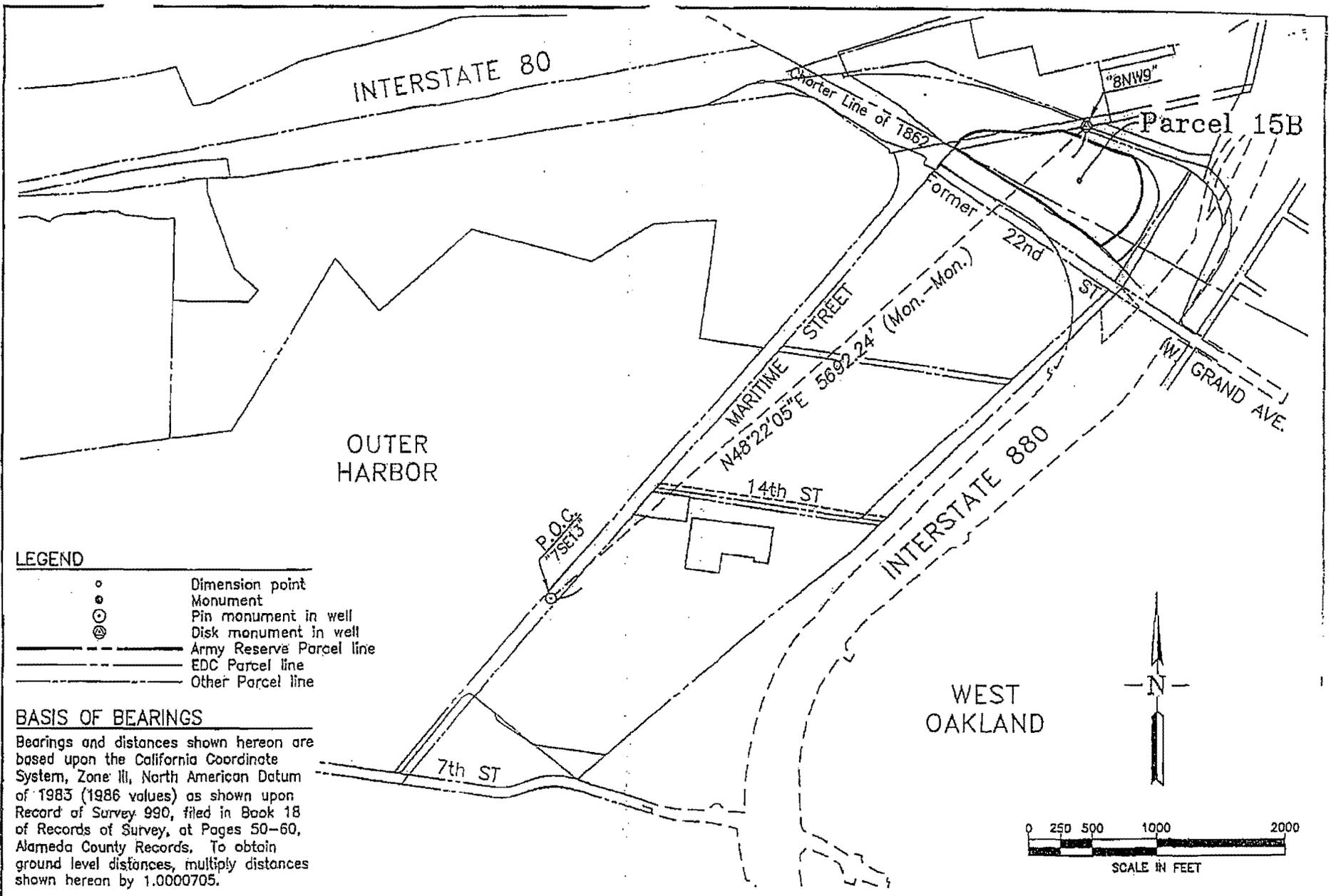
End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in October 2003.


John R. Monaghan, LS 6122
License Expires: 03/31/06

10/15/03
Date



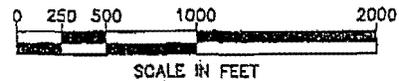
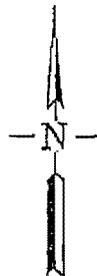


LEGEND

- Dimension point
- Monument
- ⊙ Pin monument in well
- ⊗ Disk monument in well
- Army Reserve Parcel line
- - - EDC Parcel line
- · · Other Parcel line

BASIS OF BEARINGS

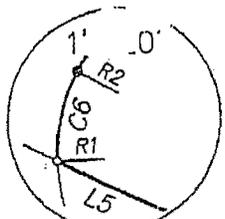
Bearings and distances shown hereon are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon Record of Survey 990, filed in Book 18 of Records of Survey, at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances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



PORT OF OAKLAND
 LAND SURVEYS AND MAPPING
 530 Water Street
 Oakland, California

SCHEDULE 1.1 (92)
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 WEST MARITIME ARMY RESERVE PROPERTY
 OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 1000'	Date File:
DATE: 7/15/2003	Revision: 1
SHEET 1 OF 2	Rev. date: 10/9/03
ATTACHMENTS:	
FILE LOC. > WEST-MARITIME-AR_R1.DWG (1)	



LINE T/		
LINE	BEARIN	DISTANCE
L10	S69°32'54"E	44.74'
L11	S66°07'36"E	44.94'
L12	S63°28'21"E	40.88'
L13	S69°21'45"E	49.64'
L14	S70°14'16"E	101.26'
L15	S71°46'24"E	32.44'
L16	S74°35'56"E	103.17'
L17	S71°25'40"E	61.59'

6
U.S.A.
RE:92 IM:111

14
Pcl.2
U.S.A.
RE:32 IM:660

11
Pcl.4
U.S.A.
4017 O.R. 485

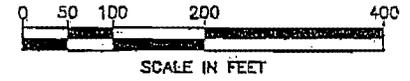
1
Pcl.1
U.S.A.
6566 O.R. 301

Parcel 15B
719,497 Sq. Ft.
(16.517 Ac.)
MEASURED IN
GROUND DISTANCES

63rd R.S.C.
T.A.M.R.P. 12/17/1998
Parcel A (Subaru Lot)

P.O.B.
PCL 15B

12
Pcl.2
U.S.A.
4121 O.R. 191



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N57°44'30"W	113.40'
L2	N49°58'48"W	124.70'
L3	N38°53'13"W	28.48'
L4	N59°26'21"W	95.01'
L5	N65°41'40"W	26.04'
L6	N67°39'24"E	25.68'
L7	N80°41'00"E	170.83'
L8	S70°15'39"E	49.25'
L9	S72°38'25"E	67.85'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	25°38'05"	444.22'	198.75'
C2	4°28'14"	906.45'	70.73'
C3	16°33'59"	302.83'	87.56'
C4	6°28'40"	1542.01'	174.33'
C5	2°40'12"	1647.00'	76.75'
C6	29°55'43"	20.00'	10.45'
C7	39°56'30"	199.99'	139.42'
C8	25°11'31"	299.98'	131.90'

RADIAL TABLE	
RADIAL	BEARING
R1	N87°47'11"E
R2	S62°17'06"E

PORT OF OAKLAND
LAND SURVEYS AND MAPPING
530 Water Street
Oakland, California

SCHEDULE 1.1 (92)
PLAT TO ACCOMPANY LEGAL DESCRIPTION
WEST MARITIME ARMY RESERVE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord:104471
SCALE: 1"= 200'	Date File:
DATE: 7/15/2003	Revision:1
SHEET 2 OF 2	Rev. date:10/9/03
ATTACHMENTS:	
FILE LOC.> WEST-MARITIME-AR_R1.DWG (2)	

LETTER AMENDMENT TO CONSENT AGREEMENT

BETWEEN

OAKLAND BASE REUSE AUTHORITY,

CITY OF OAKLAND ACTING BY AND THROUGH THE OAKLAND REDEVELOPMENT
AGENCY AND

STATE OF CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

This LETTER AMENDMENT TO CONSENT AGREEMENT ("Amendment") is entered into as of the 2nd day of May, 2005 by and between the Oakland Base Reuse Authority, a joint powers authority organized under the California Joint Exercise of Powers Act as set forth in Title 1, Division 7, Chapter 5, Article 1 of the Government Code of the State of California (Government Code 56500 et seq.) ("OBRA"), the City of Oakland, a municipal corporation acting by and through its City Council, and the Redevelopment Agency of the City of Oakland ("ORA") (together, the City of Oakland and ORA are referred to herein as the "City") and the State of California Department of Toxic Substances Control ("DTSC") (together, the "Parties," or individually, a "Party") with respect to the following recitals:

WHEREAS, the Parties entered into that certain Consent Agreement dated as of May 19, 2003 (the "Agreement") to implement the Oakland Army Base Remedial Action Plan ("RAP") and associated Risk Management Plan approved by DTSC on September 26, 2002 concerning that portion of the former Oakland Army Base commonly known as the No-Cost Economic Development Conveyance parcel ("EDC Parcel"); and

WHEREAS, on August 2, 2004, DTSC amended the RAP (the "RAP Amendment") to address the adjacent portion of the former Oakland Army Base owned by the United States of America, acting through the Secretary of the Army ("Army") commonly known as the Subaru Lot (Parcels 15A and 15B, as described in Exhibits A and B); and

WHEREAS, the Army executed that certain Covenant to Restrict Use of Property—Environmental Restriction ("Covenant") dated August 31, 2004 and recorded against the Subaru Lot on November 18, 2004; and

WHEREAS, immediately after the recording of the Covenant, the Army conveyed the Subaru Lot to OBRA through a quitclaim deed from the Army and thereupon OBRA assumed responsibility for compliance with the Covenant; and

WHEREAS, immediately after conveyance of the full Subaru Lot, OBRA will convey 2.51 acres (Parcel 15A, Exhibit A) to the City of Oakland, acting by and through its Board of Port Commissioners (the "Port"); and

WHEREAS, the Parties desire to amend the Agreement to recognize that the RAP has been amended, that OBRA is responsible for compliance with the Covenant, that those provisions of the Agreement consistent with the RAP Amendment and Covenant apply to the Subaru Lot, and that the City and the Port will jointly request in writing that DTSC approve assignment of OBRA's rights and obligations under this Agreement to the Port with respect to Parcel 15A.

NOW, THEREFORE, the Parties hereto agree as follows:

1. The definition of "Site" in Section 1.2 of the Agreement is hereby amended to include the Subaru Lot, as depicted on Exhibits A and B to this Amendment.
2. The environmental condition of the Subaru Lot and remedial action requirements for the Subaru Lot are described in that certain Amendment to the Oakland Army Base Remedial Action Plan approved by DTSC on August 2, 2004 (the "RAP Amendment").
3. The Parties agree that future use of the Subaru Lot shall be restricted by that certain Covenant dated as of August 31, 2004 and recorded against the Subaru Lot on November 18, 2004. Specifically, the City shall retain all inspection, certification, and reporting responsibilities as required in the Covenant, Section 4.02(a) and responsibility to pay all costs associated with the administration of the Covenant pursuant to the California Code of Regulations, section 67391.1(h).
4. The remedial action requirements for the Subaru Lot are described in the RAP Amendment.
5. All of the provisions of the Agreement consistent with the RAP Amendment and the Covenant apply to the Subaru Lot, except that no further financial assurances will be required under Section 4.18 of the Agreement, and that no pre-transfer notice under Section 4.25(a) shall be required to convey Parcel 15A of the Subaru Lot to the Port of Oakland.

CITY OF OAKLAND:

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

Date: 5-2-05

Resolution No.:

Approved as to form and legality:

By: Alix A. Rosenthal
Alix A. Rosenthal
Deputy City Attorney

Date: 4/28/05

REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND:

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

Date: 5-2-05

Resolution No.:

Approved as to form and legality:

By: Alix A. Rosenthal
Alix A. Rosenthal
Deputy City Attorney

Date: 4/28/05

OAKLAND BASE REUSE AUTHORITY:

By: 
Aliza Gallo
Executive Director
Oakland Base Reuse Authority

Date: 4/28/2005

Resolution No.:

Approved as to form and legality:

By: 
Alix A. Rosenthal
General Counsel, OBRA

Date: 4/28/05

DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

By: 
Anthony J. Landis, P.E.
Chief, Northern California Operations
Office of Military Facilities

Date: 4-12-05

Exhibit A.

Legal Description and Map for Parcel 15A

EXHIBIT A
Legal Description
A Portion of East Maritime Army Reserve Property

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

Parcel 15A

A portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485), 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 Walsey & 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 50-50, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951 in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6566 O.R. 301), said corner being the northwest terminus of the course described as "North 71°40'17" West 585.40 feet" in the description of said Parcel 1, Tract 1 (6566 O.R. 301), said corner being marked by a 2 1/2" 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 57°59'13" East, 432.18 feet to a point on the generally northeastern line of Parcel A as described in an 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 December 17, 1998, said Parcel A being commonly referred to as the "Subaru Lot" (said Parcel A will hereinafter be referred to as the Subaru Lot), being a point on the course described as "South 71°25'25" East, 87.02 feet" in the description of said Parcel A (the Subaru Lot), and being the **POINT OF BEGINNING** of Parcel 15A as herein described;

Thence along the northeastern, eastern and southeastern lines of said Parcel A (the Subaru Lot) the following nine courses:

1) South $71^{\circ}25'40''$ East, 25.43 feet to the beginning of a non-tangent curve concave northwesterly, having a radius of 354.97 feet and a central angle of $59^{\circ}49'02''$, from which the radius point bears South $30^{\circ}09'08''$ West, said beginning of curve being marked by a $1\frac{1}{2}''$ brass disk with bolt stamped "LS 6379";

2) along said curve to the right, an arc distance of 370.59 feet to the beginning of a compound curve concave westerly, having a radius of 199.99 feet and a central angle of $25^{\circ}52'29''$; said point of compound curvature being marked by a nail and washer with tag stamped "LS 6379";

3) along said curve to the right, an arc distance of 90.32 feet to a point of tangency being marked by a nail and washer with tag stamped "LS 6379";

4) South $25^{\circ}50'39''$ West, 100.04 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped "LS 6379";

5) South $30^{\circ}42'24''$ West, 148.96 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped "LS 6379";

6) South $37^{\circ}08'59''$ West, 99.92 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped "LS 6379";

7) South $40^{\circ}33'22''$ West, 49.03 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped "LS 6379";

8) South $49^{\circ}48'18''$ West, 93.04 feet to an angle point in said line;

9) South $56^{\circ}00'39''$ West, 30.42 feet to the a point on the generally northeastern line 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 Alameda County (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 $6^{\circ}06'10''$, from which beginning the radius point bears South $46^{\circ}46'37''$ West;

Thence along the generally northeastern line of said Parcel 56444 (Doc. 2002072863) along said curve to the left, an arc distance of 175.43 feet to the point of a cusp from which the radius point bears South $40^{\circ}40'27''$ West, being the beginning of a non-tangent curve concave westerly, having a radius of 1542.01 feet and a central angle of $6^{\circ}28'40''$, from which beginning the radius point bears North $31^{\circ}02'02''$ West;

Thence along said curve to the left, an arc distance of 174.33 feet to an angle point from which the radius point bears North $37^{\circ}30'42''$ West, being the beginning of a non-tangent curve concave northwesterly, having a radius of 302.83 feet and a central angle of $16^{\circ}33'59''$, from which the radius point bears North $34^{\circ}34'15''$ West;

Thence along said curve to the left, an arc distance of 87.56 feet to the beginning of a compound curve concave northwesterly, having a radius of 906.45 feet and a central angle of $4^{\circ}28'14''$;

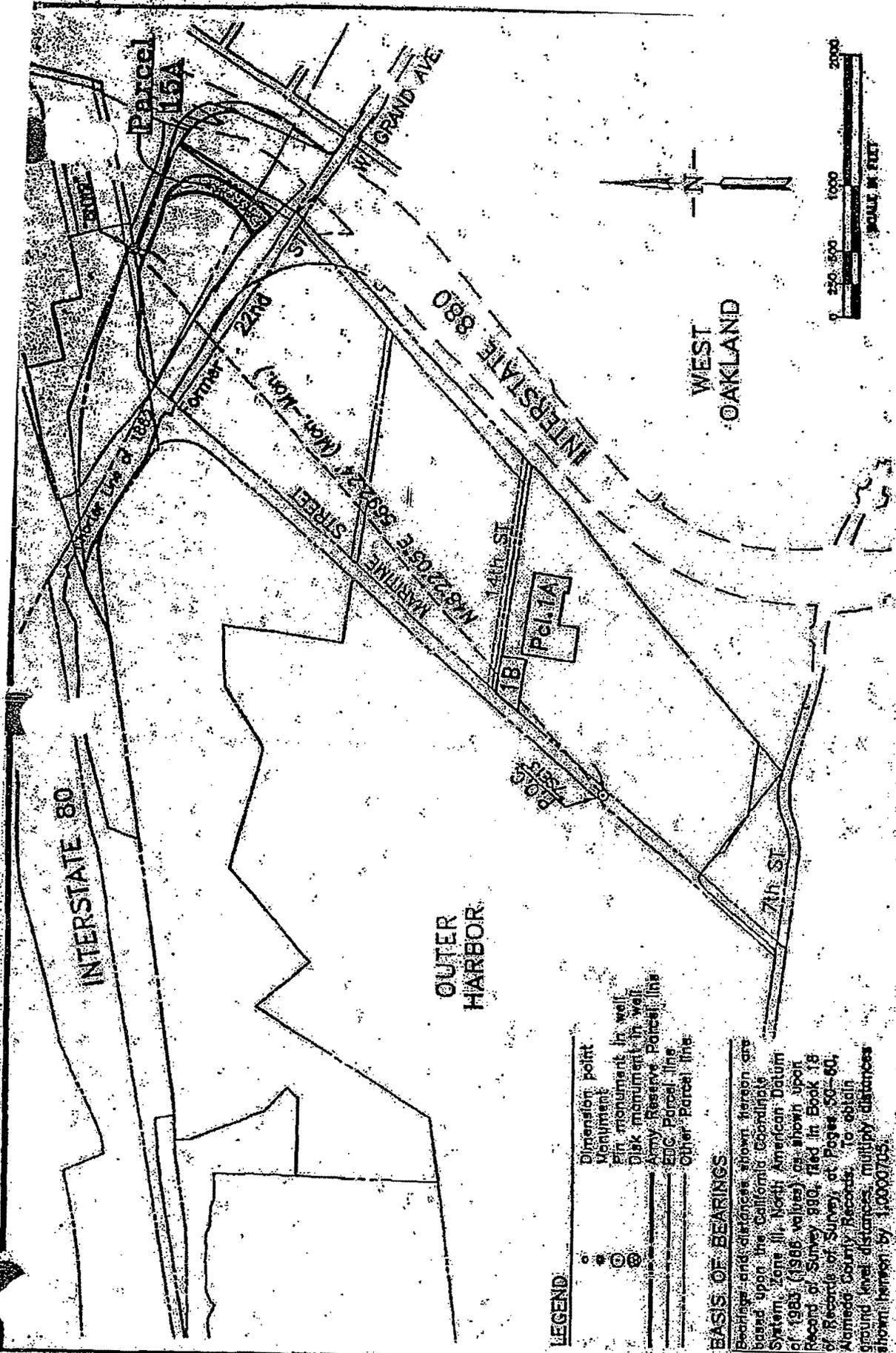
Thence along said curve to the left, an arc distance of 70.73 feet to the beginning of a compound curve concave westerly, having a radius of 426.09 feet and a central angle of $41^{\circ}30'48''$;

Thence along said curve to the left, an arc distance of 308.72 feet to the beginning of a compound curve concave southwesterly, having a radius of 444.22 feet and a central angle of $25^{\circ}38'05''$;

Thence along said curve to the left, an arc distance of 198.75 feet to the **POINT OF BEGINNING**, containing 109,537 square feet (2.514 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 unless otherwise indicated. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description



LEGEND

- Dimension point
- Monument
- ⊙ Pin monument in well
- ⊙ Disk monument in well
- Army Reserve Parcel line
- EPIC Parcel line
- Other Parcel line

BASIS OF BEARINGS

Bearings and distances shown herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1983 values) as shown upon Record of Survey 880, filed in Book 18 of Records of Survey at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances shown herein by 1.0000705.

PORT OF OAKLAND

LAND SURVEYS AND MAPPING

530 Water Street
Oakland, California



**EXHIBIT A
PLAT TO ACCOMPANY LEGAL DESCRIPTION
PARCEL 15A**

DRAWN BY: DAV	FIELD NO:
CHECKED BY: JRM	WKS. OR: FIDUCIARY
SCALE: 1" = 1000'	DATE: FILE
DATE: 7/29/2004	Revised:
SHEET 1 OF 2	Rev. date:
ATTACHMENTS:	
FILE NO: SAC-15A-15A-15A	

Exhibit B

Legal Description and Map for Parcel 15B

Schedule 1.1 (92)
Legal Description
West Maritime Army Reserve Property
Oakland Army Base

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

Parcel 15B

A portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485); A portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel: 32, Image:660); A portion of the lands described in that certain Final Judgment as to Parcel No. 6, 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 May 23, 1960, Reel 092, Image 111 of Official Records, in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel:092, Image:111), all of which are more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SB13, 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 the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951 in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6566 O.R. 301), said corner being the northwest terminus of the course described as "North 71°40'17" West 585.40 feet" in the description of said Parcel 1, Tract 1 (6566 O.R. 301), said corner being marked by a 2 1/2" 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 $57^{\circ}59'13''$ East, 432.18 feet to a point on the generally northeastern line of Parcel as described in an 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 December 17, 1998, said Parcel A being commonly referred to as the "Subaru Lot" (said Parcel A will hereinafter be referred to as the Subaru Lot), being a point on the course described as "South $71^{\circ}25'25''$ East, 87.02 feet" in the description of said Parcel A (the Subaru Lot), said point being the beginning of a non-tangent curve concave southwesterly, having a radius of 444.22 feet and a central angle of $25^{\circ}38'05''$, from which the radius point bears South $57^{\circ}14'39''$ West, and being the POINT OF BEGINNING of Parcel 15B as herein described;

Thence departing from said northeastern line of said Parcel A (the Subaru Lot) along said curve to the right, an arc distance of 198.75 feet to the beginning of a compound curve concave westerly, having a radius of 426.09 feet and a central angle of $41^{\circ}30'48''$;

Thence along said curve to the right, an arc distance of 308.72 feet to the beginning of a compound curve concave northwesterly, having a radius of 906.45 feet and a central angle of $4^{\circ}28'14''$;

Thence along said curve to the right, an arc distance of 70.73 feet to the beginning of a compound curve concave northwesterly, having a radius of 302.83 feet and a central angle of $16^{\circ}33'59''$;

Thence along said curve to the right, an arc distance of 87.56 feet to an angle point from which the radius point bears North $34^{\circ}34'15''$ West, being the beginning of a non-tangent curve concave northwesterly having a radius of 1542.01 feet and a central angle of $6^{\circ}28'40''$, from which beginning the radius point bears North $37^{\circ}30'42''$ West;

Thence along said curve to the right, an arc distance of 174.33 feet to a point on the generally northeastern line 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 Alameda County (hereinafter referred to as Doc. 2002-072863), said point being an angle point from which the radius point bears North $31^{\circ}02'02''$ West, and also being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of $2^{\circ}40'12''$, from which beginning the radius point bears South $40^{\circ}40'27''$ West;

Thence along the generally northeastern line of said Parcel 56444 (Doc. 2002-072863) the following eight courses:

1) along said curve to the left, an arc distance of 76.75 feet to an angle point from which the radius point bears South $38^{\circ}00'16''$ West, being the beginning of a non-tangent curve concave southwesterly, having a radius of 1647.00 feet and a central angle of $7^{\circ}24'24''$, from which beginning the radius point bears South $39^{\circ}39'54''$ West;

2) along said curve to the left, an arc distance of 212.91 feet to a point of tangency;

North 57°44'30" West, 113.40 feet to an angle point;

4) North 49°58'48" West, 124.70 feet to an angle point;

5) North 59°26'20" West, 696.99 feet to an angle point;

6) North 38°53'13" West, 28.48 feet to an angle point;

7) North 59°26'21" West, 95.01 feet to an angle point;

8) North 65°41'40" West, 26.04 feet to a point on the generally northwestern line of said Parcel A (the Subaru Lot), said point being the beginning of a non-tangent curve concave easterly, having a radius of 20.00 feet and a central angle of 29°55'43", from which beginning the radius point bears North 87°47'11" East;

Thence along the northwestern, northern and northeastern lines of said Parcel A (the Subaru Lot) the following sixteen courses:

1) along said curve to the right, an arc distance of 10.45 feet to the beginning of a compound curve concave southeasterly, having a radius of 199.99 feet and a central angle of 39°56'30", said point of compound curvature being marked by a 1 1/2" brass disk and spike stamped "LS 6379";

2) along said curve to the right, an arc distance of 139.42 feet to a point of tangency marked by a 1" iron pipe with plug and tack stamped "LS 6379";

3) North 67°39'24" East, 25.68 feet to the beginning of a curve concave southerly, having a radius of 299.98 feet and a central angle of 25°11'31";

4) along said curve to the right, an arc distance of 131.90 feet to a point of tangency marked by a 1" iron pipe with plug stamped "LS 6379";

5) South 87°09'05" East, 415.50 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped "LS 6379";

6) North 80°41'00" East, 170.83 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped "LS 6379";

7) South 70°15'39" East, 49.25 feet to an angle point in said line, said point being marked by a 1 1/2" brass disk with bolt stamped "LS 6379";

8) South 72°38'25" East, 67.85 feet to an angle point in said line, said point being marked by a 1 1/2" brass disk with bolt stamped "LS 6379";

9) South 69°32'54" East, 44.74 feet to an angle point in said line, said point being marked by a 1 1/2" brass disk with bolt stamped "LS 6379";

- 10) South 66°07'36" East, 44.94 feet to an angle point in said line, said point being marked by a brass tag in concrete stamped "LS 6379";
- 11) South 63°28'21" East, 40.88 feet to an angle point in said line, said point being marked by a 1 1/4" brass disk with bolt stamped "LS 6379";
- 12) South 69°21'45" East, 49.64 feet to an angle point in said line, said point being marked by a 1 1/4" brass disk with bolt stamped "LS 6379";
- 13) South 70°14'16" East, 101.26 feet to an angle point in said line, said point being marked by a 1 1/4" brass disk with bolt stamped "LS 6379";
- 14) South 71°46'24" East, 32.44 feet to an angle point in said line, said point being marked by a 1 1/4" brass disk with bolt stamped "LS 6379";
- 15) South 74°35'56" East, 103.17 feet to an angle point in said line, said point being marked by a 1 1/4" brass disk with bolt stamped "LS 6379";
- 16) South 71°25'40" East, 61.59 feet to the POINT OF BEGINNING, containing 719,497 square feet (16.517 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 II, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Alameda County Records unless otherwise indicated. To obtain ground level distances, multiply distances called for herein by 1.0000705.

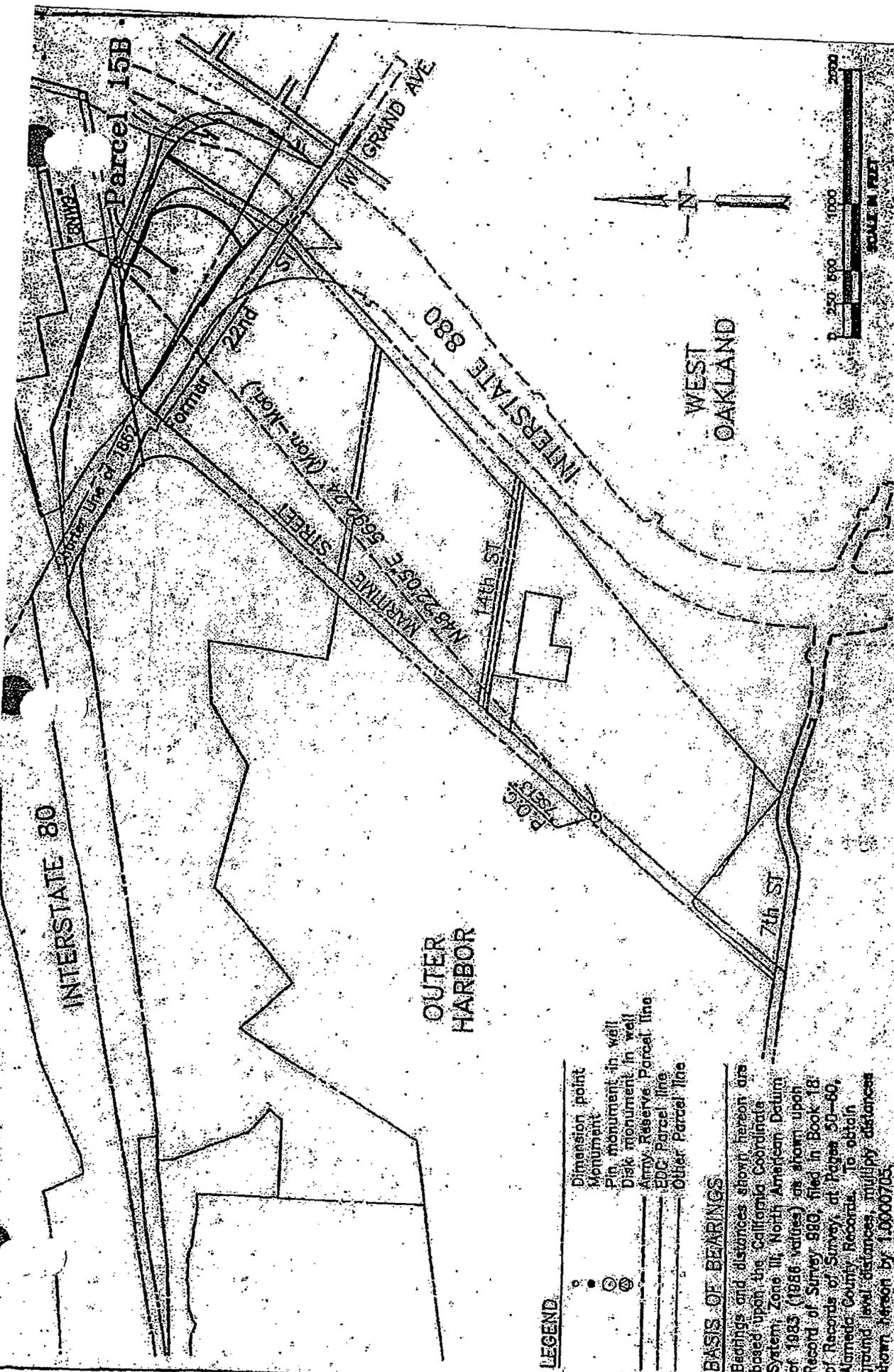
End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in October 2003.


 John R. Monaghan, S 6122
 License Expires: 03/31/06

10/15/03
 Date





DRAWN BY: DAV	FIELD BY:
CHECKED BY: TRM	MP: 07610471
SCALE: 1" = 1000'	Date: File:
DATE: 7/15/2003	Revision: 1
SHEET 1 OF 2	REV. DATE: 10/9/03
ATTACHMENTS:	
FILE: 002 WEST MARITIME AND GRAND	

SCHEDULE 1.1 (92)
PLAT TO ACCOMPANY LEGAL DESCRIPTION
WEST MARITIME ARMY RESERVE PROPERTY
LAND ARMY BASE

PORT OF OAKLAND
 LAND SURVEYS AND MAPPING
 530 Water Street
 Oakland, California

- LEGEND**
- Dimension point
 - Monument
 - ⊙ Pin monument in well
 - ⊗ Disk monument in well
 - Army Reserve Parcel line
 - EDC Parcel line
 - Other Parcel line

BASIS OF BEARINGS
 Bearings and distances shown herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon Record of Survey 980, filed in Book 18 of Records of Survey, at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances shown herein by 1.0000705.



LINE	BEARING	DISTANCE
L10	S89°32'...	...
L11	S88°07'...	...
L12	S65°28'...	40.88'
L13	S69°21'45"E	48.84'
L14	S70°14'18"E	101.28'
L15	S71°46'24"E	32.44'
L16	S74°35'58"E	103.17'
L17	S71°25'40"E	81.59'

Parcel 15B
 719,497 Sq. Ft.
 (16.517 Ac.)
 MEASURED IN
 GROUND DISTANCES

LINE	BEARING	DISTANCE
L1	N57°44'30"W	113.40'
L2	N49°58'48"W	124.70'
L3	N38°53'13"W	28.48'
L4	N59°28'21"W	95.01'
L5	N85°41'40"W	25.04'
L6	N67°39'24"E	25.68'
L7	N80°41'00"E	170.83'
L8	S70°15'39"E	49.25'
L9	S72°38'25"E	67.85'

CURVE	DELTA	RADIUS	LENGTH
C1	25°38'05"	444.22'	198.75'
C2	4°28'14"	908.45'	70.73'
C3	16°33'59"	302.83'	87.58'
C4	8°28'40"	1542.01'	174.33'
C5	2°40'12"	1647.00'	76.75'
C6	29°55'43"	20.00'	10.45'
C7	39°56'30"	189.99'	139.42'
C8	25°11'31"	299.98'	131.80'

RADIAL TABLE	
RADIAL	BEARING
R1	N67°47'11"E
R2	S82°17'06"E



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OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk.
CHECKED BY: JRM	Wrk. Ord. 104471
SCALE: 1" = 200'	Data File
DATE: 7/15/2003	Revision: 1
SHEET 2 OF 2	Rev. date: 10/6/03
ATTACHMENTS:	
FILE LOC: WEST-MARITIME-AR-PLAT.DWG (2)	