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**NAVAL AIR STATION ALAMEDA TITLE SETTLEMENT AND
EXCHANGE AGREEMENT**

This NAVAL AIR STATION ALAMEDA TITLE SETTLEMENT AND EXCHANGE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2012, by and between the STATE OF CALIFORNIA ("State"), acting by and through the STATE LANDS COMMISSION ("Commission"), and the CITY OF ALAMEDA ("City"), a charter city, pursuant to the Naval Air Station Alameda Public Trust Exchange Act, Chapter 734, Statutes of 2000, as amended by Chapter 429, Statutes of 2011, ("Exchange Act" or "Act"). The Commission and the City are each referred to herein as a "Party" and are referred to collectively as the "Parties."

RECITALS

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

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

Lands”), or as free of the public trust (“Agreed Non-Trust Lands”), which lands are described in **Exhibit F** (“Legal Description and Plat of Agreed Non-Trust Lands”). The Exchange Act authorizes the land conveyances and boundary settlement implemented through this Agreement.

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

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

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

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

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

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

I. The United States separately authorized a Public Benefit Conveyance to the City of an approximately 44-acre portion of the NAS Property (“PBC Parcel”), described in **Exhibit V** (“Legal Description and Plat of PBC Parcel”). The PBC Parcel was transferred from the Navy to the Department of the Interior in 2009 and is expected to be conveyed to the City in the near future. The PBC Parcel comprises a portion of the Agreed Trust Lands. The deed from the United States to the City for the PBC Parcel contains restrictive covenants (“Federal Covenants”) which require, inter alia, that the PBC Parcel and the revenue derived therefrom be used in perpetuity for certain park and recreational purposes in accordance with a program approved by the Department of the Interior. The Federal Covenants also prohibit the City from disposing the property except to another eligible governmental agency approved by the Secretary of the Interior, and provide for a right of reverter in the federal government in the event of an uncured breach.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. The City approved this Agreement through Resolution _____ adopted by the City Council on _____. The Commission approved this Agreement at its meeting of _____.

AGREEMENT

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

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

accordance with and subject to the phasing procedures described in Section 3, the conditions of closing described in Section 28, and the other terms and conditions of this Agreement:

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

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

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

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

2. The Termination of the Trust in the Trust Termination Lands. The Trust shall be terminated in the Trust Termination Lands through the following conveyances and acceptances, in accordance with and subject to the phasing procedures described in Section 3 of this Agreement, the conditions of closing described in Section 28 of this Agreement, and the other terms and conditions of this Agreement:

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

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

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

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

3. Closing Phases.

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

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

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

d. Closing Phases may occur concurrently.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. This Agreement is in settlement of a title dispute and is therefore exempt from the California Environmental Quality Act pursuant to Public Resources Code section 21080.11, the Subdivision Map Act pursuant to Government Code section 66412(e), and the California Coastal Act pursuant to Public Resources Code section 30416(c).

10. Acknowledgement of United States Warranties and Indemnities. The Parties acknowledge that, through the conveyances described in this Agreement, any and all warranties or indemnities provided by the United States pursuant to the Defense Authorization Act of 1993, Pub. L. 102-484 § 330(a)(1), Defense Base Realignment and Closure Act of 1990, Pub. L. 105-510 § 2901 et seq., and the Comprehensive Environmental Response, Compensation, and

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

11. Indemnification and Defense of Claims.

a. The City shall indemnify, defend and hold harmless the Commission, its officers, agencies, commissions, and employees from and against any and all claims, liability, losses, costs and expenses (collectively “Claims”), including third party Claims and Claims by any governmental agency, relating to any hazardous materials that, as of the date of close of escrow for a Closing Phase under this Agreement, are located at, on, over, under, or flowing through that portion of the Trust Addition Lands to be conveyed in the Closing Phase (collectively “Covered Trust Lands”), provided, however, the obligation to indemnify under this Section shall not apply to the extent that (a) the hazardous materials were present on the Covered Trust Lands during any period (prior to the Closing Phase) in which the State owned the fee in the Covered Trust Lands, or (b) the State or its agents released, generated, treated, stored, used, disposed of, deposited, abandoned or exacerbated the hazardous materials affecting the Covered Trust Lands. The City and the Commission agree that if the Commission is a named insured in a pollution liability insurance policy obtained by the City, the obligation to indemnify the Commission under this Section shall not become effective unless and until any proceeds from the policy are exhausted. The City and Commission further agree to reasonably cooperate to seek any and all available remedies against the United States in connection with the warranties and indemnities described in Section 9, and that the obligation to indemnify the Commission under this Section shall not become effective unless and until all such remedies have been exhausted. The obligation to indemnify under this Section shall terminate on January 1, 2040, except that with respect to any Closing Phase that closes on or after January 1, 2025, the obligation to indemnify shall terminate 15 years following the date of close of escrow on that Closing Phase; provided, however, that in either event, the obligation shall not terminate as to Claims asserted in an action filed prior to the termination date.

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

incurred in connection with a claim that is part of the defense of the Commission and the City. Nothing in this section limits the discretion of the Commission, at its sole cost and expense, to conduct its own defense, take the lead in its own defense, or take a position materially adverse to the City.

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

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

14. Non-Conforming Uses.

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

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

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

15. *This Section intentionally left blank.*

16. Transportation and Public Access.

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

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

17. Further Assurances. So long as authorized by applicable laws to do so, the parties will perform such other acts, and execute, acknowledge and deliver all further conveyances and other instruments that may be necessary to fully assure to the other parties all of the respective properties, rights, titles, interests, remedies, powers and privileges to be conveyed or provided for by this Agreement. The City covenants that it will retain any and all Trust Addition Lands and Agreed Trust Lands received from the Navy for the purpose of implementing this agreement and will not transfer fee title in those lands to any party other than the Commission.

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

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

Public and a certificate of acknowledgment shall be attached to the executed Agreement and other documents to allow them to be recorded in the Office of the Recorder of the County of Alameda, California.

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

21. No Admission or Effect if Agreement Not Made Effective. In the event this Agreement does not become effective, nothing in it shall constitute, or be construed as, an admission by any party hereto or evidence concerning the boundaries, physical character, or character of title or interest in the NAS Property.

22. No Effect on Other Lands. The provisions of this Agreement do not constitute, nor are they to be construed as, an admission by any party or evidence concerning the boundaries, physical character, or character of title to or interest in any lands outside the NAS Property.

23. Agreement Binding on Successors.

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

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

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

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

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

27. Escrow for First Closing Phase.

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

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

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

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

P accepting conveyance from the City of the Phase 1 Trust Termination Lands.

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

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

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

30. Conditions Precedent to Closing.

a. Commission's Condition Precedent. It is a condition precedent to the obligation of the Commission to close escrow for the conveyance of real property from the Commission to the City under this Agreement that the Commission shall have made a finding that one of the following has occurred with respect to the real property to be conveyed at the closing:

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

ii. The United States has obtained a warranty deferral, approved by the Governor in accordance with Section 9620(h)(3)(C) of Title 42 of the United States Code,

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

b. City's Condition Precedent. The following is a condition precedent to the City's obligation to close escrow for the conveyance of real property to the Commission under this Agreement:

i. Fee Title. The City shall have acquired the fee title to all of the real property to be conveyed at the closing. Nothing in this Agreement shall be construed as creating an obligation on the part of the City to acquire or accept real property from any third party fee owners, including but not limited to the United States.

c. Mutual Conditions Precedent. The following are conditions precedent to each Party's obligation to close escrow for the conveyance of the applicable real property under this Agreement:

i. Title Condition. Each Party to receive title to real property under this Agreement shall have approved the condition of title and the form of title insurance to be issued by the title company, in the amount of coverage reasonably requested, which approval shall not be unreasonably withheld. With respect to the Main Street Lands, the Commission may require, as a condition of closing, that the City demonstrate to the Commission's satisfaction that it has insurable fee title to the lands free of any reversionary interests, and that the City obtain any quitclaim, quiet title judgment, title policy endorsement or other evidence of the City's title as the Commission may require.

ii. Physical Condition. Each party to receive title to real property under this Agreement shall have approved the physical condition of the property, which approval shall not be unreasonably withheld.

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

32. Judicial Confirmation of Validity of Settlement. The City may choose to submit the settlement embodied in this Agreement to a court of competent jurisdiction to confirm the validity of the settlement by court judgment pursuant to Code of Civil Procedure sections 760.010 through 764.080, inclusive. A complaint to do so shall be filed by the City within 180 days of recordation by the Escrow Agent of this Agreement pursuant to Paragraph 26. The Commission shall cooperate with the City in obtaining such a confirmatory judgment. Upon entry of a judgment confirming the validity of the settlement embodied in this Agreement, each party shall be deemed to have waived any right to appeal from such judgment.

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

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

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

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

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

STATE OF CALIFORNIA
STATE LANDS COMMISSION

DATED: _____

By: _____
Curtis Fossum
Executive Officer

DATED: _____

By: _____
Joseph C. Rusconi

DATED: _____

CITY OF ALAMEDA

By: _____

John Russo
City Manager

Approved as to form:

DATED: _____

By: _____

Janet Kern
City Attorney

IN APPROVAL WHEREOF, I, EDMUND G. BROWN, JUNIOR, Governor of the State of California, have set my hand and caused the Seal of the State of California to be hereunto affixed pursuant to section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this, the ___ day of _____, in the year of our Lord two thousand and _____.

EDMUND G. BROWN, JUNIOR
Governor, State of California

Attest:
SECRETARY OF STATE

By: _____
Debra Bowen
Secretary of State

LIST OF EXHIBITS

Exhibit A (“Legal Description of NAS Property”)

Exhibit B (“Plat of NAS Property”)

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

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

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

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

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

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

Exhibit I (“Illustrative Plat of Phase Areas”)

Exhibit J (“Form of City Quitclaim Deed”)

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

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

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

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

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

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

Exhibit Q (“Legal Description and Plat of Agreed Peralta Grant Boundary Line”)

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

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

Exhibit T (“Illustrative Plat of Federally Retained”)

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

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

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