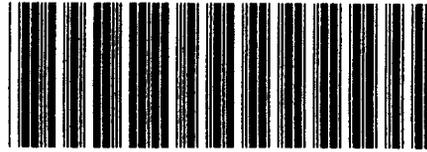


2003121 181 03/03/2003 03:45 PM  
OFFICIAL RECORDS OF RECORDING FEE: 0.00  
ALAMEDA COUNTY  
PATRICK O'CONNELL

RECORDING REQUESTED BY:

Port of Oakland  
530 Water Street  
P.O. Box 2064  
Oakland, CA 94604



19 PGS

WHEN RECORDED, MAIL TO:

**STATE OF CALIFORNIA**  
Department of Toxic Substances Control  
700 Heinz Avenue, Bldg. F, Suite 200  
Berkeley, California 94711  
Attention: Barbara J. Cook, P.E., Chief  
Northern California Coastal  
Cleanup Operations Branch

M  
K

Space Above this Line Reserved for Recorder's Use

COVENANT TO RESTRICT USE OF PROPERTY

(Health and Safety Code section 25355.5)

ENVIRONMENTAL RESTRICTION (Civil Code section 1472(c))

The Charles P. Howard Terminal Site, Oakland, Alameda County

Entire Parcels: Parcel #s 0-405-4 and 0-410-6-1

Portion of Parcels: Parcel #s 0-405-1, 0-405-2, 0-405-3-1, 0-410-1-5, and 0-410-3

This Covenant and Agreement ("Covenant") is made by and between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Covenantor" or the "Port"), the current owner of property situated in the City of Oakland, County of Alameda, State of California, described in Exhibits "A" and "B", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree, pursuant to Civil Code

section 1471 (c) and HSC section **25355.5** that the use of the Property be restricted as set forth in this Covenant.

## **ARTICLE I**

### **STATEMENT OF FACTS**

**1.01** The Property, totaling approximately 50 acres is more particularly described and depicted in Exhibit “A”, attached hereto and incorporated herein by this reference. The Property is located in the area of Embarcadero West (formerly 1st Street) and Market Street along the Oakland Inner Harbor Channel in the City of Oakland, Alameda County, California.

**1.02** The Property commonly known as The Charles P. Howard Marine Terminal Site is currently a large marine terminal for containerized cargo. This property can be divided into two areas referred to herein as Howard Terminal-West (HT-West) and Howard Terminal-East (HT-East), separated by a southwestward extension of Market Street at Embarcadero West Street. Near the turn of the 20<sup>th</sup> century, portions of HT-East was the location of a manufactured gas plant (MGP). The Oakland Gas Light and Heat Company owned and operated the MGP known as Station B. Pacific Gas and Electric Company (PG&E) took control of the gas manufacturing plant between 1907-1910. PG&E operated the MGP until the arrival of natural gas in Oakland in about 1930. At that time, the MGP was placed on standby status until 1961, when it was demolished. The gas plant facilities included crude oil tanks, lampblack separators, gas holders, purifiers, a boiler house, and several pumps houses. Wastes typically associated with manufactured gas plant operations included tar residues, sludges, spent oxides wastes, and ash materials. Lampblack, a sooty substances formed of nearly pure carbon, was generated as a by-product of the plant’s gasification process. The Department records reveal that large quantities of lampblack briquettes were stockpiled at HT-East for drying prior to sale or use as fuel. MGP

facilities extended to a portion of HT-West. Records indicate that a gas holder was located at HT-West in the area known historically Station B-West. HT-West (excluding Station B West) was the location where the Howard Company operated a marine terminal business. The Howard Company marine terminal was established by John L. Howard in the year 1900 primarily as a coal storage and distribution facility. The present Howard Terminal was reconstructed in about 1980 and occupies areas formerly referred to Station B, Station B-West, and the Howard Company site. The entire site is paved with asphalt concrete. The thickness of the asphalt concrete ranges between four inches to 18 inches inside of the quay wall, and about 30 inches outside of the quay wall.

1.03 The covenantor is remediating the Property under the supervision and authority of the Department. The property is being remediated pursuant to a Removal Action Workplan pursuant to Chapter 6.8 of division 20 of the H&SC. Because hazardous substances, as defined in H&SC section 25316, which are also hazardous materials as defined in H&SC section 25260, including volatile organic compounds, polynuclear aromatic hydrocarbons, total petroleum hydrocarbons, lead, and cyanide, remain in the soil and groundwater in and under the property, the Removal Action Workplan provides that a deed restriction be required as part of the site remediation. The Department circulated the Removal Action Workplan, which contain a final Health Risk Assessment, together with a draft Negative Declaration pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq. for public review and comment. The Removal Action Workplan and the Negative Declaration were approved by the Department on February 22, 2002. The removal actions include maintaining the integrity of the existing asphalt concrete cap and long-term groundwater monitoring.

1.04 As detailed in the Human Health And Ecological Risk Assessment (see Appendix A of the Removal Action Workplan), the soil and the groundwater under the Property contain hazardous substances as described in the above Paragraph 1.03. These substances have been contained by the existing Cap, which consists of four to thirty inch thick asphalt concrete pavement. Based on the Human Health and Ecological Risk Assessment, the Department concluded that use of the Property as residence, hospital, school or day care center would entail an unacceptable cancer risk. The Department further concluded that the Property, as remediated in accordance with the approved Removal Action Workplan, and subject to the restrictions of the Covenant, does not present an unacceptable threat to human safety or environment, if limited to current terminal use.

## ARTICLE II

### DEFINITIONS

**2.01 Department.** “Department” means the California Department of Toxic Substances Control and includes its successor agencies, if any.

**2.02 Owner.** “Owner” means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to, or an ownership interest in, all or any portion of the Property.

**2.03 Occupant.** “Occupant” means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

**2.04 Cap.** “Cap” means the continuous asphalt or concrete pavement with a minimum four inches in thickness covering the same boundaries as the Property, described in Exhibit A.

**2.05 Risk Management Plan.** “Risk Management Plan” means a plan to identify measures for managing risks associated with residual contaminants at the site. The implementation of the risk management measures is to ensure that (1) the cap integrity is maintained to minimize the health risk exposure to Site workers, (2) the health of future construction and utility workers is protected under a health and safety plan, and (3) a deed restriction is placed on the properties to limit the land use to industrial purpose only.

**2.06 Health and Safety Plan.** “Health and Safety Plan” means a plan to identify potential chemical and physical hazards at the Site, the health and safety procedures that will be followed to protect the Site workers and surrounding community, and emergency response procedures for incidents involving hazardous substances.

### **ARTICLE III**

#### **GENERAL PROVISIONS**

**3.01 Restrictions to Run with the Land.** This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as “Restrictions”), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

**3.02 Binding upon Owners/Occupants.** Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil

Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department.

**3.03 Written Notice of the Presence of Hazardous Substances.** Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property, **as** required by H&SC section 25359.7.

**3.04 Incorporation into Deeds and Leases,** The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

**3.05 Conveyance of Property.** The Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except **as** otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

## ARTICLE IV

### REQUIREMENTS

**4.01 Prohibited Uses.** The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

- (e) Un-Capped park or un-Capped open space that exposes contaminated soil.

**4.02 Prohibitive Activities:**

- (a) Except as otherwise provided by Sections 4.02 (b) through (e) below, the Property shall not be used in such a way that will disturb or interfere with the integrity of the existing Cap.
- (b) The Property shall be used and developed in a way that preserves the integrity of the Cap installed on the Property. The capped soil shall not be disturbed without a Risk Management Plan and a Health Safety Plan submitted to the Department for review and approval.
- (c) The Owner shall provide the Department written notice at least thirty (30) days prior to any activities which will disturb the Cap and underlying soils.
- (d) The owner shall inspect and maintain improvements constructed on the Property as provided in the Risk Management Plan.
- (e) The owner shall notify the Department of each of the following: (i) the type, cause, location and date of any damage to the Cap and (ii) the type and date of repair of such damage. Notification to the Department shall be made as provided below within ten (10) working days of both the discovery of any such disturbance and the completion of any repairs.
- (f) The Owner shall not extract the groundwater for purposes other than site remediation or construction dewatering.

**4.04 Access for Department.** The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the

purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

**4.05 Access for Implementing Operation and Maintenance.** The entity or person responsible for implementing operation and maintenance shall have reasonable right of entry and access to the Property for the purpose of implementing the operation and maintenance activities until the Department determines that no further operation and maintenance is required.

**ARTICLE V  
ENFORCEMENT**

**5.01 Enforcement.** The Department shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. This Covenant shall be enforceable by the Department pursuant to Health and Safety Code, Division 20, Chapter 6.5, Article 8 (commencing with section 25180). Failure of the Covenantor, Owner, or Occupants to comply with any requirements, as set forth in Article IV of this Covenant shall be grounds for the Department to require that the Covenantor, Owner or Occupants modify or remove, as appropriate, any improvements constructed or placed upon any portion of the Property in violation of the Restrictions. (“Improvements” herein shall include, but not be limited to, all buildings, roads, driveways, and paved parking areas). All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, and violation of this Covenant shall be grounds for the Department to file civil or criminal actions, as provided by law or equity.

**ARTICLE VI  
VARIANCE, TERMINATION, AND TERM**

**6.01 Variance.** Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall

be made in accordance with HSC section **25233**. If requested by the Department, any approved variance shall be recorded in the land records by the person or entity granted the variance.

**6.02 Termination.** Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with HSC section 25234.

**6.03 Term.** Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

## **ARTICLE VII**

### **MISCELLANEOUS**

**7.01 No Dedication or Taking.** The Covenantor entered into this Agreement as part of a resolution with the Department of its alleged liabilities for the Site. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof, to the general public or anyone else for any purpose whatsoever. Further, nothing set forth in this Covenant shall be construed to effect a taking under state or federal law.

**7.02 Recordation.** The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Alameda within ten (10) days of the Covenantor's receipt of a fully executed original.

**7.03 Notices.** Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally

delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Ms. Michele Heffes  
Deputy Port Attorney  
Port of Oakland  
530 Water Street, 4th Floor  
Oakland, California 94607

To Department: Barbara J. Cook, Chief  
Department of Toxic Substances Control  
Northern California Coastal Cleanup  
Operations Branch  
700 Heinz Avenue  
Berkeley, California 94710

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

**7.04 Partial Invalidity.** If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

**7.06 Statutory References.** All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute **this** Covenant.

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

By:  Date: 1/27/03

Title: **Tay Yoshitani**  
Executive Director  
Port of Oakland

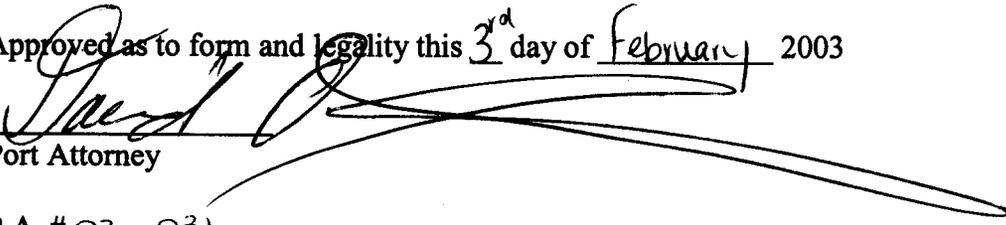
Department of Toxic Substances Control

By:  Date: 2/28/2003

Title: **Barbara J. Cook, P.E., Chief**  
Northern California Coastal  
Cleanup Operations Branch

THIS AGREEMENT SHALL NOT BE **VALID** OR EFFECTIVE  
FOR ANY PURPOSE UNLESS IT IS SIGNED BY THE PORT ATTORNEY

Approved as to form and legality this 3<sup>rd</sup> day of February 2003

  
Port Attorney

P.A. # 03 - 031  
Port Resolution No. 02173

STATE OF CALIFORNIA )

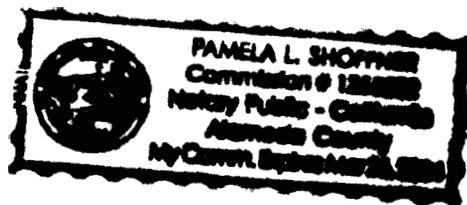
County of Alameda )

On this 27<sup>th</sup> day of January, in the year 2003,  
before me Pamela L. Shoffner, a Notary Public in and for said State,  
personally appeared, Ta. Yoshitani, personally known to me (or proved  
~~to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed  
to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
he/she/they, or the entity upon behalf of which he/she/they acted, executed the instrument.

Witness my hand and Official Seal.

(Seal)

Pamela L. Shoffner  
Notary Signature



STATE OF CALIFORNIA )

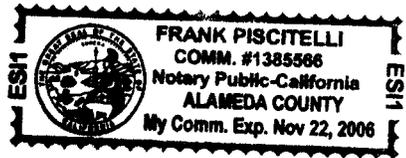
County of ALAMEDA )

On this 28th day of February, in the year 2003,  
before me FRANK PISCITELLI, a Notary Public in and for said State,  
personally appeared, BARBARA JEAN COOK, personally known to me (or proved  
to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed  
to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
he/she/they, or the entity upon behalf of which he/she/they acted, executed the instrument.

Witness my hand and Official Seal.

  
Notary Signature

(Seal)



**EXHIBIT 'A'**  
**Legal Description**  
**Covenant to Restrict Use of Property**  
**Howard Terminal**

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

All of Alameda County Assessors Parcels 0-405-4 and 0-410-6-1, and portions of Parcels 0-405-1, 0-405-2, 0-405-3-1, 0-410-1-5, and 0-410-3 as shown upon Alameda County Assessors Parcel Maps Revised 3-22-01, and being more particularly described as follows:

A portion of Parcel 1 described in the act of the legislature of the State of California entitled, "An act granting certain lands, tidelands and submerged lands of the State of California to the city of Oakland and regulating the management, use and control thereof," approved May 18, 1923 as Chapter 174 of Statutes of 1923; a portion of the parcel of land described in the Grant Deed recorded May 19, 1978 in Reel 5399 at Image 527, Alameda County Records; a portion of the real property described in the Indenture recorded November 12, 1914 in Book 2297 of Deeds at Page 249, Alameda County Records; a portion of Parcel No. 2 described in the Grant Deed recorded January 26, 1983 as Series No. 83-013700, Alameda County Records; all of the real property described in the Grant Deed recorded October 15, 1984 as Series No. 84-207512, Alameda County Records; all of Parcel 1 and Parcel 2 described in the Grant Deed recorded January 13, 1966 in Reel 1684 at Image 197, Alameda County Records; all of the real property described in the Quitclaim Deed recorded October 15, 1984 as Series No. 84-207513, Alameda County Records; all of the parcel of land described in the Indenture recorded April 6, 1908 in Book 1475 of Deeds at Page 54, Alameda County Records; a portion of the parcel of land described in the Grant Deed recorded September 1, 1970 in Reel 2684 at Image 147, Alameda County Records; all of the parcel of land described in the Indenture recorded July 1, 1910 in Book 1793 of Deeds at Page 65, Alameda County Records; a portion of the last-described parcel of land and all of Parcel No. 1, Parcel No. 2, and Parcel No. 3 described in the Indenture recorded February 2, 1915 in Book 2330 of Deeds at Page 58, Alameda County Records; all of the parcel of land described in the Indenture recorded August 10, 1910 in Book 1778 of Deeds at Page 330, Alameda County Records; a portion of the parcel of land described in the Indenture recorded August 30, 1910 in Book 1793 of Deeds at Page 347, Alameda County Records; being more particularly described as follows:

**Commencing** at the intersection of the southerly prolongation of the centerline of Linden Street, 60 feet in width, and the south line of Embarcadero (formerly First Street), 99.99 feet in width; **thence** along said prolongation South 17°06'26" West 24.37 feet to the beginning of a non-tangent curve to the right having a radius of 484.00 feet, to which beginning point a radial line bears North 8°36'28" East; said beginning point is the **True Point of Beginning**;

**Thence** southeasterly 71.86 feet along said curve through a central angle of 8°30'25"; **thence** South 72°53'07" East 563.06 feet to the beginning of a tangent curve to the right having a radius of 984.00 feet; **thence** southeasterly 111.00 feet along said curve through a central angle of 6°27'48"; **thence** South 66°25'19" East 151.48 feet to a point on the southerly production of the west line of Market Street, 79.99 feet in width; **thence** along said southerly production South 17°06'54" West 271.33

feet; **thence** South 88°07'00" East 82.91 feet to the west line of the parcel of land described in the Grant Deed to the City of Oakland recorded October 15, 1984 as Series No. 84-207512, Alameda County Records; **thence** along the perimeter of said parcel of land the following **six** courses: **(1)** North 17°13'35" East 13.62 feet; **(2)** South 62°35'23" East 245.46 feet; **(3)** North 27°24'37" East 159.99 feet; **(4)** South 62°35'23" East 186.29 feet; **(5)** North 27°24'37" East 79.99 feet; and **(6)** South 62°35'23" East 370.48 feet to a point on the southerly production of the west line of Martin Luther King Jr. Way (formerly Grove Street); **thence** along said southerly production South 27°24'37" West 324.02 feet to a point on the westerly prolongation of the north line of Parcel No. 2 described in the Indenture to the City of Oakland recorded February 2, 1915 in Book 2330 of Deeds at Page 58, Alameda County Records; **thence** along said prolongation and said north line of Parcel No. 2 and its easterly prolongation South 83°42'26" East 494.17 feet to the northwest corner of Parcel No. 1 described in said Indenture (2330 Deeds 58); **thence** along the north line of said Parcel No. 1 and its easterly prolongation South 78°39'23" East 92.19 feet; **thence** South 08°50'42" West 109.27 feet; **thence** North 81°10'42" West 138.85 feet; **thence** South 37°15'06" West 45.28 feet to a point on the exterior face of an existing concrete Quay Wall; **thence** along said exterior face of wall North 83°58'40" West 20.50 feet; **thence** leaving said exterior face of wall South 48°24'21" West 32.88 feet to a point on a line which is parallel with and distant 19.00 feet easterly from the east face of an existing concrete wharf, **thence** along said parallel line South 04°17'06" West 494.24 feet to a point on a line which is parallel with and distant 112.99 feet southerly from the south face of an existing concrete wharf adjacent to Berths 67 and 68; **thence** along said parallel line North 85°43'02" West 2059.26 feet; **thence** leaving said parallel line North 4°16'58" East 112.18 feet to a point on the southerly prolongation of the west line of the parcel of land described in the Grant Deed to the City of Oakland recorded May 19, 1978 on Reel 5399 at Image 527, Alameda County Records, from which point the southwest corner of said parcel of land bears North 17°06'26" East 159.75 feet; **thence** along said prolongation North 17°06'26" East 159.75 feet to the southwest corner of said parcel of land; **thence** along the perimeter of said parcel of land the following **three** courses; **(1)** North 17°06'26" East 626.24 feet; **(2)** North 72°53'34" West 229.71 feet; and **(3)** North 17°06'26" East 624.54 feet to the **True Point of Beginning**.

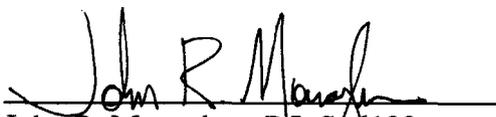
Containing 2,375,792 square feet (54.541 acres), more or less, measured in ground distances.

Bearings and distances called for by this description and shown on its accompanying plat are based upon the California Coordinate System (CCS83), Zone III, North American Datum of 1983 (NAD83), 1984 Adjustment published in 1986. All distances called for by this description are grid distances. Multiply grid distances by 1.0000703 to obtain ground distances.

## End of Description

## Surveyor's Statement

This description was prepared pursuant to Section 8726 of the Business and Professions Code of the State of California, by or under the supervision of

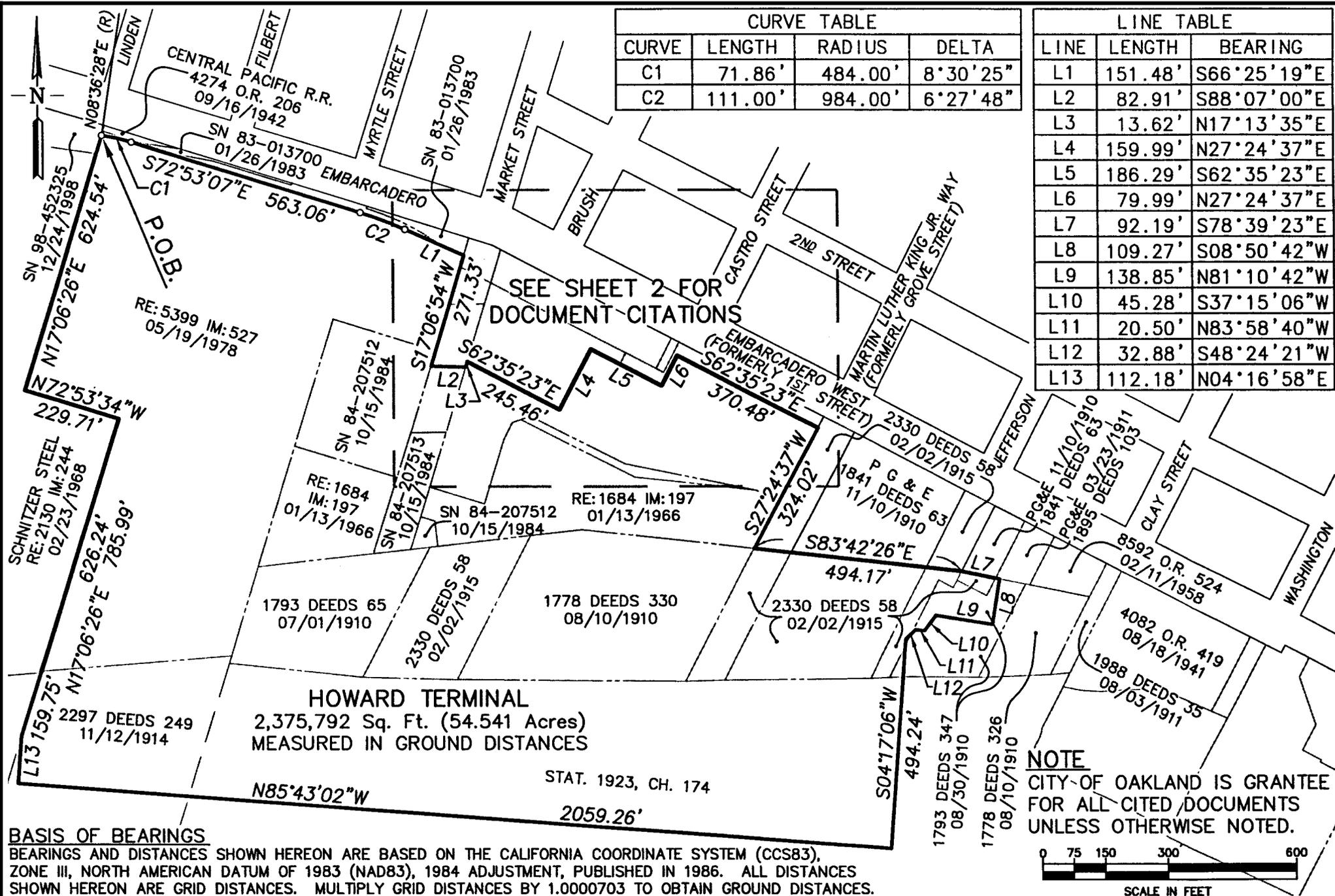
  
John R. Monaghan, P.L.S. 6122  
License Expires 03/31/2006

Date 12/5/02



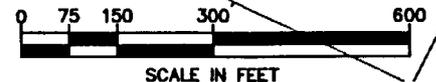
CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	71.86'	484.00'	8°30'25"
C2	111.00'	984.00'	6°27'48"

LINE TABLE		
LINE	LENGTH	BEARING
L1	151.48'	S66°25'19"E
L2	82.91'	S88°07'00"E
L3	13.62'	N17°13'35"E
L4	159.99'	N27°24'37"E
L5	186.29'	S62°35'23"E
L6	79.99'	N27°24'37"E
L7	92.19'	S78°39'23"E
L8	109.27'	S08°50'42"W
L9	138.85'	N81°10'42"W
L10	45.28'	S37°15'06"W
L11	20.50'	N83°58'40"W
L12	32.88'	S48°24'21"W
L13	112.18'	N04°16'58"E



**BASIS OF BEARINGS**  
 BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE III, NORTH AMERICAN DATUM OF 1983 (NAD83), 1984 ADJUSTMENT, PUBLISHED IN 1986. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.0000703 TO OBTAIN GROUND DISTANCES.

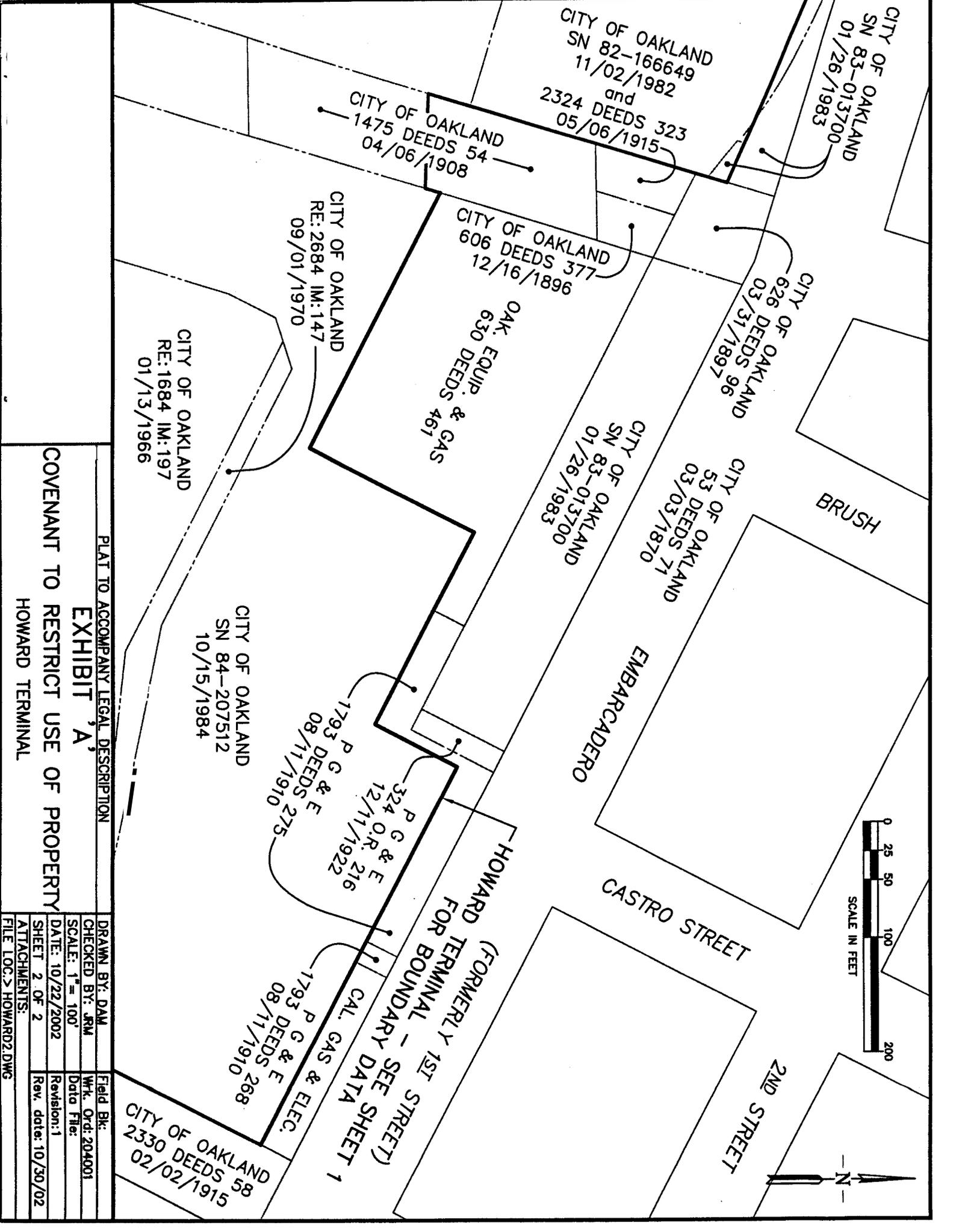
**NOTE**  
 CITY OF OAKLAND IS GRANTEE FOR ALL CITED DOCUMENTS UNLESS OTHERWISE NOTED.



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

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**EXHIBIT 'A'**  
 COVENANT TO RESTRICT USE OF PROPERTY  
 HOWARD TERMINAL

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 204001
SCALE: 1" = 300'	Data File:
DATE: 10/22/2002	Revision: 1
SHEET 1 OF 2	Rev. date: 10/30/02
ATTACHMENTS:	
FILE LOC.> HOWARD2.DWG	



CITY OF OAKLAND  
SN 83-013700  
01/26/1983

CITY OF OAKLAND  
SN 82-166649  
11/02/1982  
and  
2324 DEEDS 323  
05/06/1915

CITY OF OAKLAND  
1475 DEEDS 54  
04/06/1908

CITY OF OAKLAND  
626 DEEDS 96  
03/31/1897

CITY OF OAKLAND  
606 DEEDS 377  
12/16/1896

OAK. EQUIP. & GAS  
630 DEEDS 461

CITY OF OAKLAND  
RE:2684 IM:147  
09/01/1970

CITY OF OAKLAND  
SN 83-013700  
01/26/1983

CITY OF OAKLAND  
53 DEEDS 71  
03/03/1870

CITY OF OAKLAND  
RE:1684 IM:197  
01/13/1966

CITY OF OAKLAND  
SN 84-207512  
10/15/1984

P G & E  
1793 DEEDS 275  
08/11/1910

P G & E  
324 O.R. 216  
12/11/1922

P G & E  
1793 DEEDS 268  
08/11/1910

CAL. GAS & ELEC.  
1

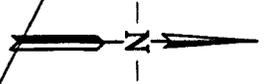
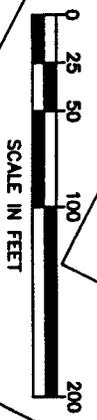
CITY OF OAKLAND  
2330 DEEDS 58  
02/02/1915

BRUSH

EMBARCADERO

CASTRO STREET

2ND STREET



PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT 'A'

COVENANT TO RESTRICT USE OF PROPERTY

HOWARD TERMINAL

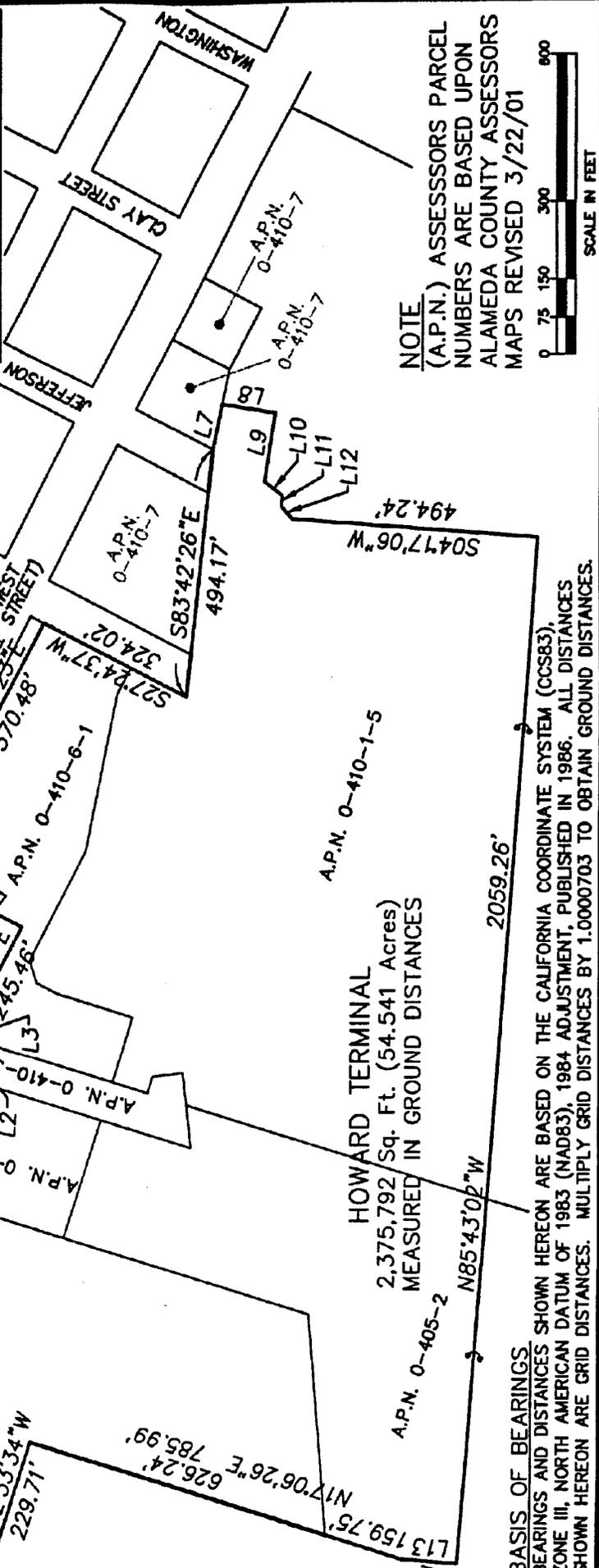
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CHECKED BY: JRM	Wrk. Ord: 204001
SCALE: 1" = 100'	Data File:
DATE: 10/22/2002	Revision: 1
SHEET 2 OF 2	Rev. date: 10/30/02
ATTACHMENTS:	
FILE LOG: > HOWARD2.DWG	

CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	71.86'	484.00'
C2	111.00'	984.00'

DELTA		
CURVE	RADIUS	DELTA
C1	484.00'	8°30'25"
C2	984.00'	6°27'48"

LINE TABLE		
LINE	LENGTH	BEARING
L1	151.48'	S66°25'19"E
L2	82.91'	S88°07'00"E
L3	13.62'	N17°13'35"E
L4	159.99'	N27°24'37"E
L5	186.29'	S62°35'23"E
L6	79.99'	N27°24'37"E
L7	92.19'	S78°39'23"E
L8	109.27'	S08°50'42"W
L9	138.85'	N81°10'42"W
L10	45.28'	S37°15'06"W
L11	20.50'	N83°58'40"W
L12	32.88'	S48°24'21"W
L13	112.18'	N04°16'58"E



**NOTE**  
 (A.P.N.) ASSESSORS PARCEL  
 NUMBERS ARE BASED UPON  
 ALAMEDA COUNTY ASSESSORS  
 MAPS REVISED 3/22/01



DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 204001
SCALE: 1" = 300'	Data File:
DATE: 12/19/02	Revision: 1
SHEET 1 OF 1	Rev. date: 1-08-03
ATTACHMENTS:	
FILE: LOC. > Exhibit B.DWG	

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**EXHIBIT 'B'**  
 COVENANT TO RESTRICT USE OF PROPERTY  
 HOWARD TERMINAL

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

**BASIS OF BEARINGS**  
 BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83),  
 ZONE III, NORTH AMERICAN DATUM OF 1983 (NAD83), 1984 ADJUSTMENT, PUBLISHED IN 1986. ALL DISTANCES  
 SHOWN HEREON ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.0000703 TO OBTAIN GROUND DISTANCES.

HOWARD TERMINAL  
 2,375,792 Sq. Ft. (54.541 Acres)  
 MEASURED IN GROUND DISTANCES