

Transmitted via Federal Express

July 24, 2003

Michelle Levenson
Coastal Program Analyst
San Francisco Bay Conservation and Development Commission
50 California Street, Suite 2600
San Francisco, California 94111

Re: **Additional Information Requested to Complete Revision to Permit No. M01-52 for the UC Berkeley RFS Remediation Project at Stege Marsh**
BBL Project # 24210

Dear Ms. Levenson,:

Per your request, Blasland, Bouck & Lee, Inc. (BBL) is pleased to provide additional information to complete our request to modify Permit Number M01-52 for the upcoming marsh remediation and restoration project at the University of California Berkeley's (UC Berkeley) Richmond Field Station. BBL submitted the permit modification request to San Francisco Bay Conservation and Development Commission (BCDC) on June 26, 2003. Please find the following enclosed:

1. Permit fee of \$100;
2. Title search and survey information verifying UC Berkeley as the current property owner;
3. Initial Study prepared in compliance with the California Environmental Quality Act (CEQA);
4. Letter from the Governor's Office of Planning and Research, State Clearinghouse forwarding comments received during 30-day public review; and
5. Draft access agreement with the City of Richmond Redevelopment Agency (RRA), owner of the Meeker Slough area.

Please note that the access agreement has not yet been signed by the City of Richmond. A copy of the signed access agreement will be submitted upon execution.

We appreciate BCDC's consideration of our permit modification request allowing this important, State-mandated project to stay on schedule. The construction work is scheduled to begin August 4, 2003 with work beginning within BCDC's jurisdiction by mid-August. If you need additional information to complete the permit modification or have any questions, please call me at (925) 274-1100.

Sincerely,

BLASLAND, BOUCK & LEE, INC.



Diane K. Mims
Associate/Senior Engineer

cc: Mary Esper, URS Corporation (with enclosures except Initial Study)
Cecil Felix, San Francisco Bay Regional Water Quality Control Board (without enclosures)
Mark Freiberg, UC Berkeley, Environment, Health & Safety (without enclosures)
Karl Hans, UC Berkeley, Environment, Health & Safety (without enclosures)
Mike Hryciw, UC Berkeley, Office of Capital Projects (with enclosures except Initial Study)
Anna Moore, UC Berkeley, Environment, Health & Safety (with enclosures except Initial Study)

RECORD OF SURVEY

UNIVERSITY OF CALIFORNIA RICHMOND FIELD STATION

BEING PORTIONS OF LOTS 22 & 23 OF RANCHO SAN PABLO, SECTIONS 19, 20, 29 & 30, T.1N. R.4W. M.D.B.M.; TOWN OF STIGE, KEYSTONE BUSINESS BLOCKS; INNER HARBOR BUSINESS BLOCKS, RICHMOND, CONTRA COSTA COUNTY, CALIFORNIA

DATE: NOVEMBER 1973

DAVID L. RUSSELL, LAND SURVEYOR BERKELEY, CALIFORNIA

SCALE: 1" = 100'

STAUFFER CHEMICAL CO.

4508 OR 202

- SYMBOLS**
- ▲ FOUND 5" x 5" CONC. MARK W/ 3" STEEL DISC STAMPED "STAUFFER CHEMICAL CO. PROPERTY CORNER, L.S. 1991"
 - FOUND 2" IRON PIPE W/ BRASS CAP STAMPED "P.G.B.F. L.S. 2789"
 - FOUND 3/4" IRON PIPE W/ T, RICE 6244, RECT. DISTANCE TO CORNER SHOWN.
 - FOUND SURVEY MONUMENTS AS NOTED
 - SET 1/4" IRON PIPE W/ CONC. PLUG & TAG L.S. 3174
 - () RECORD DIMENSION

TOWN OF STIGE
E MAPS 98

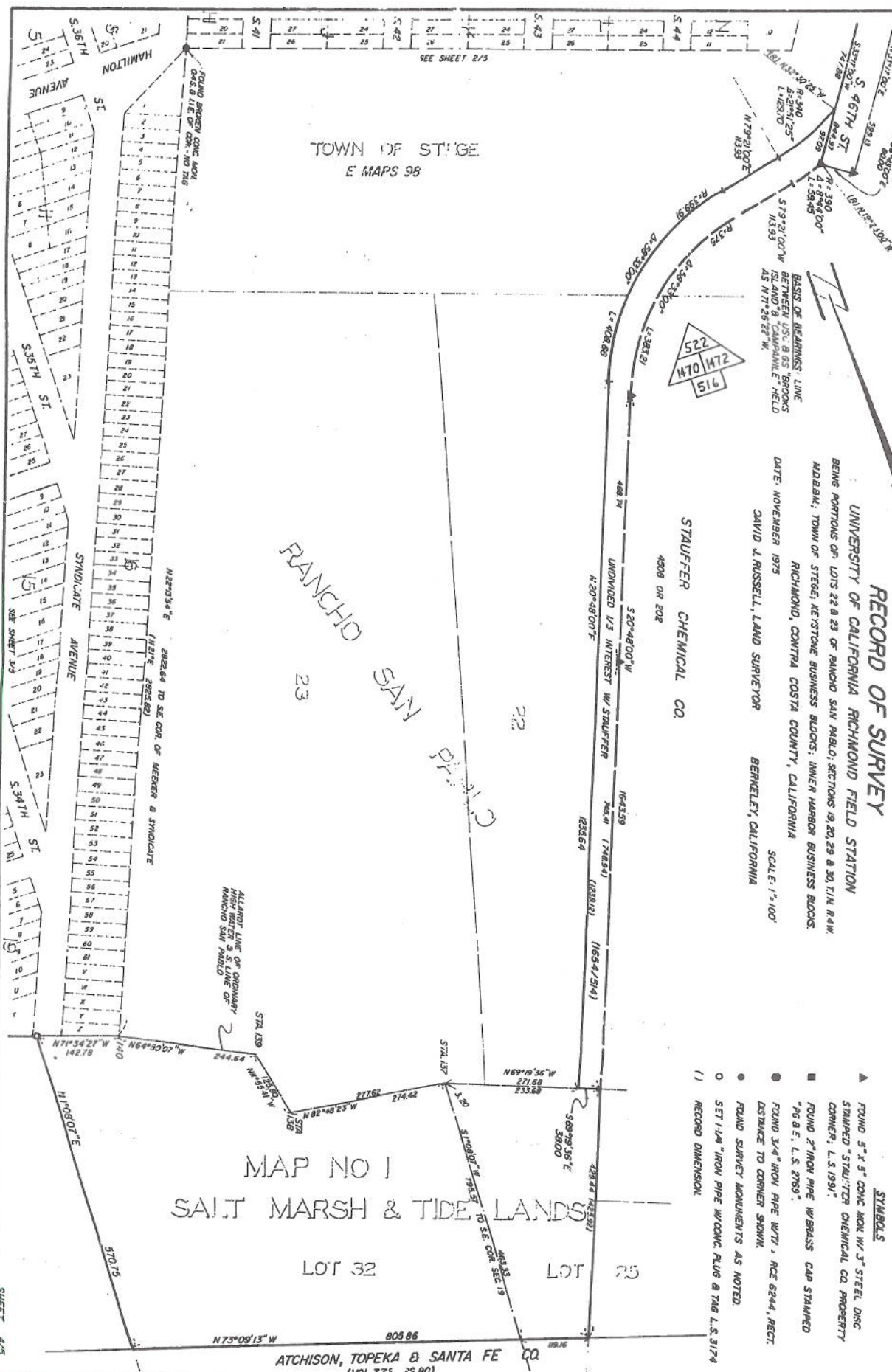
RANCHO SAN PABLO

MAP NO 1
SALT MARSH & TIDE LANDS

LOT 32

LOT 25

ATCHISON, TOPEKA & SANTA FE CO.
(VOL. 77E P. 500)



ADDITIONS TO BERKELEY CAMPUIS - CONTRA COSTA COUNTY

1 ✓ Anson S. & Anita D. S. Blake 12/ 4/1957 12/19/1957 Bk 3092 P 85 10.5 A 70 Rincon Road, Kensington
 12 ✓ Ford Motor Company 12/ 1/1960 12/ 8/1960 Bk 3759 P 78 58.57 Blake Property (Irreg. - See File)
 # 555-2472-CCV-2 SOLD - March 29, 1979 to Richmond Redevelopment Agency Richmond Service Center \$1,800,000 P
 DEEDS TO ENGINEERING FIELD STATION - RICHMOND \$7,726,228.80 (See #255a - Berkeley Campuis)

✓ 3	California Cap Company	10/19/1950	10/23/1950	Bk 1654	P 545	598	Main Parcel	See Deeds	\$645,000	P
✓ 4	California Cap Company	10/19/1950	10/23/1950	Bk 1654	P 545		Easement	" (0.175 A) " " "		P
✓ 5	California Cap Company	10/19/1950	10/26/1950	Bk 1657	P 516		Water Lots	" " "		P
✓ 6	California Cap Company	10/19/1950	11/ 2/1950	Bk 1657	P 519		10' Strip	" " "		P
✓ 7	California Cap Company	10/19/1950	11/ 2/1950	Bk 1662	P 198		Locs 8,9 Bk-G	" " "		P
✓ 8	California Cap Company	11/ 2/1950	11/ 9/1950	Bk 1665	P 458		(S.B.B.)			
✓ 9	Emil H. Kraul	2/ 6/1951	2/ 8/1951	Bk 1714	P 354		7 lots-Loc 22, Bk 15 also Bks 9 & 14, 12, 15, 18			P
✓ 10	Bertha P. Schenk	2/ 5/1951	3/ 1/1951	Bk 1723	P 25		2674.5 s.f.	Loc 7, Bk. 11		P
✓ 11	Joseph Francis McGuire	3/28/1951	4/ 6/1951	Bk 1743	P 283		25x95	Loc 18, Bk. 3		P
✓ 12	Doris Dolson	4/ 4/1951	4/10/1951	Bk 1745	P 387		25x100	Loc 19, Bk. 3		P
✓ 13	Ida Larson Peterson	4/30/1951	7/13/1951	Bk 1792	P 108		25x100	Loc 4, Bk. 8		P
✓ 14	Henry Bucher, Jr.	12/22/1951	12/28/1951	Bk 1871	P 214		5814 s.f.	Loc 22, Bk. 11	\$700 & Trade (#73)	P
✓ 15	Henry Bowman	1/31/1952	2/11/1952	Bk 1889	P 381		25x100	Loc 56, Bk. 16		P
✓ 16	Sophie Larson aka Sophie Skogholm	3/24/1952	4/ 3/1952	Bk 1914	P 8		25x100	Loc 5, Bk. 8		P
✓ 17	Beatrice E. Lowe (Schofield)	4/ 4/1952	4/17/1952	Bk 1920	P 278		25x100	Loc 6, Bk. 5		P
✓ 18	Fred A. Beck	5/ 2/1952	5/ 7/1952	Bk 1929	P 48		25x100	Loc 50, Bk. 16		P
✓ 19	Contra Costa Title Company	5/ 6/1952	5/ 7/1952	Bk 1929	P 196		2 lots	Loc 7,8, Bk. 2		P
✓ 20	Lillian L. Matheson	4/29/1952	5/ 7/1952	Bk 1929	P 160		12,343 s.f.	Loc 5,6,7, Bk. 2		P
✓ 21	Edna L. T. Terry	5/20/1952	6/10/1952	Bk 1944	P 133		50x100	Locs 25,26, Bk. 10		P
✓ 22	Margaret H. Maguire	7/ 8/1952	7/16/1952	Bk 1962	P 74		50x100	Locs 19,20, Bk. 13		P
✓ 23	James McKinnon	7/11/1952	7/16/1952	Bk 1962	P 304		2 lots	Locs 1,2, Bk. 4		P
✓ 24	Ruby L. Murphy	7/ 2/1952	7/21/1952	Bk 1964	P 265		4539.77 s.f.	Loc 23, Bk. 10		P
✓ 25	Anne M. Townsend	7/17/1952	7/23/1952	Bk 1965	P 542		25x100	Loc 18, Bk. 15	\$550 & Trade (#75)	P
✓ 26	Nicholas A. Stinnett	6/17/1952	7/25/1952	Bk 1967	P 87		50x100	Locs 53,54, Bk. 16		P
✓ 27	Henry E. Goldbrough	7/25/1952	7/29/1952	Bk 1968	P 176		25x100	Loc 17, Bk. 10		P
✓ 28	Walter P. O'Farrell	7/28/1952	8/15/1952	Bk 1977	P 311		50x100	Locs 27,28, Bk. 4		P
✓ 29	Louise M. Peters	8/18/1952	8/26/1952	Bk 1982	P 110		10,000 s.f.	Locs 18,19,31,32, Bk. 8		P
✓ 30	E. H. Pedro	9/15/1952	9/19/1952	Bk 1994	P 268		25x100	Loc 21, Bk. 13		P

EDS IN EDUCATION (continued)

31	Fred Zinner	9/27/1952	10/ 1/1952	Bk 2001	P 432	50x100	Lots 31,31, Bk. 3	700	P
32	Elizabeth Taylor	9/23/1952	10/ 1/1952	Bk 2001	P 464	2424.07 s.f.	Lot 8, Bk. 19	350	P
33	Elizabeth E. Taylor et al	9/23/1952	10/14/1952	Bk 2007	P 356	2762.61 s.f.	Lot 14, Bk. 15	350	P
34	C. H. Campbell	8/14/1952	10/31/1952	Bk 2018	P 219	25x100	Lot 3, Bk. 4	350	P
35	Renel A. Laird	12/11/1952	12/19/1952	Bk 2044	P 168	50x100	Lots 15,16, Bk. 3	700	P
36	W. R. Larison	12/29/1952	1/ 7/1953	Bk 2052	P 105	25x100	Lot 24, Bk. 8	350	P
37	David J. Ledyard	1/10/1953	1/15/1953	Bk 2055	P 136	25x100	Lot 37, Bk. 13	350	P
38	Sophie Schweifler	1/ 7/1953	1/15/1953	Bk 2056	P 343	Parcel 1	Lot 23,24,25, Bk. 13	1,400	P
39	Otis Allen Sharpe	1/10/1953	1/15/1953	Bk 2056	P 483	50x95	Lots 1,11, Bk. 8	Trade (#77)	
40	Andrew J. McKenna	1/12/1953	1/28/1953	Bk 2063	P 186	50x100	Lot 43,44, Bk. 8	Trade (#79)	
41	Genevieve A. Gridley	1/26/1953	2/ 2/1953	Bk 2065	P 111	25x100	Lot 14, Bk. 8	Trade (#78)	
42	Serafino Berli	2/4/1953	2/19/1953	Bk 2073	P 464	25x100	Lot 32, Bk. 14	350	P
43	Addie Graney et al	2/25/1953	3/ 9/1953	Bk 2082	P 280	50x100	Lots 19,20, Bk. 8	700	P
44	William Haag	3/20/1953	3/25/1953	Bk 2092	P 105	50x100	Lots 1,2, Bk. 2	800	P
45	Ethel Anderson	3/ 5/1953	5/15/1953	Bk 2124	P 87	25x100	Lot 20, Bk. 5	350	P
46	Lanore Lane Marsh	5/13/1953	5/21/1953	Bk 2127	P 204	2607 s.f.	Lot 19, Bk. 6	350	P
47	H. H. Suffelton	7/29/1953	8/ 7/1953	Bk 2172	P 384	25x100	Lot 21, Bk. 5	350	P (Condemn.)
48	John Edward Anderson	8/13/1953	8/18/1953	Bk 2177	P 70	25x100	Lot 21, Bk. 5	350	P 1/3 int.
49	Ethel Anderson	10/31/1953	9/10/1953	Bk 2189	P 47	25x100	Lot 21, Bk. 5	350	P 1/3 int.
50	Lanore Lane Marsh	7/7/1953	9/10/1953	Bk 2189	P 49	25x100	Lot 8, Bk. 6	350	P 1/3 int.
51	H. H. Suffelton, Jr.	8/21/1953	10/ 1/1953	Bk 2201	P 262	25x100	Lot 19, Bk. 15	350	P
52	William E. Calvert	9/8/1953	11/30/1953	Bk 2231	P 574	50x100	Lot 13, Bk. 3	350	P
53	Mariana Rose	9/25/1953	11/30/1953	Bk 2231	P 571	50x100	Lots 24,25, Bk. 3	116.66P 1/6 int.	
54	Amelia Silva	9/25/1953	11/30/1953	Bk 2231	P 569	50x100	Lots 24,25, Bk. 3	116.66P 1/6 int.	
55	Traciya Pimentel	9/25/1953	11/30/1953	Bk 2231	P 566	50x100	Lots 24,25, Bk. 3	116.66P 1/6 int.	
56	Mary Amrai	9/25/1953	11/30/1953	Bk 2231	P 563	50x100	Lots 24,25, Bk. 3	116.66P 1/6 int.	
57	John Leal	9/25/1953	12/ 2/1953	Bk 2233	P 559	25x95	Lot 17, Bk. 3	350	P
58	Antonio Leal	9/25/1953	2/15/1954	Bk 2269	P 315	11.421 A	Lot 1, Bk. 14	350	P
59	Jean Rogers	10/ 2/1953	3/19/1956	P 50	OR	.738 A	Streets in IRB	Q.C.	
60	Isabel M. Schmidt et al	1/18/1954	12/ 8/1952	12/ 8/1952	12/ 8/1952	1.95 A	Port. Syndicate Street	Q.C.	
61	The Regents (to City of Richmond)	3/19/1956	12/ 8/1952	12/ 8/1952	12/ 8/1952		Lot 2, Bk. K. Synd. Tr.	1 000	P
62	City of Richmond	12/ 8/1952	12/ 8/1952	12/ 8/1952	12/ 8/1952				
63	The Regents (to City of Richmond)	12/ 8/1952	12/ 8/1952	12/ 8/1952	12/ 8/1952				
64	Mr. & Mrs. Henry A. Tleslau	12/26/1962	1/ 5/1963	1/ 5/1963	1/ 5/1963				

TO ENGINEERING FIELD STATION - RICHMOND (continued)

68	City of Richmond	8/21/1950
69	The Regents (to Bio-Rad Labs)	1/ /1962
70	The Regents (to Bio-Rad Labs)	9/ 3/1957
71	The Regents (PG & E)	6/ /1951
72	The Regents (to PG & E)	7/ /1951
73	The Regents (to Henry Bucher, Jr.)	12/ /1950
74	The Regents (to Beatrice E. Lowe)	4/ /1952
75	The Regents (to Ruby L. Murphy)	7/ /1952
76	The Regents (to C.H. Campbell)	7/ /1952
77	The Regents (to Otis Sharp)	1/ /1953
78	The Regents (to Genevieve Grindley)	1/ /1953
79	The Regents (to Andrew McKenna)	1/ /1953
80	The Regents (to PG & E)	3/26/1971

City of Richmond 3/19/57

Keystone Business Block Streets
 Lots 10, 11, 12, 13, 14, 15, 16 - Blk. 12 \$7000 S
 Lots 1, 6, 7, 8, - Blk. 12 3000 S
 Lots 1, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 17 - Blk. L
 Lots 1, 5, 7, 8, 9, 10, 14, 15, 16, 17, 20, 21, 22, 27, S (All at
 28, 29, 30 - Blk. N \$360/Lot)
 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 17, 20,
 21, 22, 23, 24, 25, 26, 27, 28 - Blk. N
 Lots 31, 32, 33, 34 - Blk. L
 Lots 31, 32, 33, 34, 35, 36, 37, 38 - Blk. M
 Lots 33, 34, 35, 36, 37, 38 - Blk. N
 Lots 5, 6, 7, 8, 24, 26, 27, 28, 29, 30, 35, 36,
 37 - Blk. L
 Lots 5, 6, 7, 8 - Blk. J \$ 700 S
 S (\$360/Lot)
 Lot 3, Blk. G
 Lots 8, 9 - Blk. G
 Syndicate Tract
 Lot 1 - Blk. G
 Lots 8, 9 - Blk. G
 Syndicate Business Block
 Lot 10 - Blk. G
 Lot 3, 4 - Blk. J
 Lots 1 & 2, Blk. J
 Lots 1, 2, 3, 4 & 6 Blk. K
 Map of Syndicate Tract
 (Trade of Lot 22, Blk. L
 Traded for Lot 6, Blk. 5
 Traded for Lot 23,
 Blk. 15 & \$350
 Traded for Lot 3, Blk. 4
 Traded for Lots 10, 11
 Blk. 8
 Traded for Lot 14,
 Blk. 8
 Traded for Lots 43, 44,
 Blk. 8
 \$22,000 S

X-Server-Uuid: 645df872-acb9-4cc6-8334-84a82cbe044d
Date: Fri, 17 Aug 2001 15:01:27 -0700
From: "Niels Povlsen" <npovlsen@firstam.com>
Reply-to: npovlsen@firstam.com
Organization: FATGC
X-Accept-Language: en
To: amorel@uclink4.berkeley.edu
Subject: Re: Preliminary Report
X-WSS-ID: 17634C3D1216699-01-01

Anna,

This will confirm our conversation earlier today.

First American Title will produce a Preliminary Report on the property identified in our previous meeting as the "Marsh Area" for \$3,000.00.

The Preliminary Report is to be delivered by September 17, 2001. A

Preliminary Report includes: vesting; legal description of the property searched; recorded exceptions to title including voluntary & involuntary monetary encumbrances, recorded easements affecting the land, recorded restrictions; other matters deemed appropriate during the examination & an assessor's parcel map. We will also include copies of all of the exceptions disclosed in the Preliminary Report.

I look forward to working with you on this project.

Niels Povlsen

Content-Type: text/x-vcard;
charset=us-ascii;
name=npovlsen.vcf
Content-Transfer-Encoding: 7bit
Content-Description: Card for Niels Povlsen
Content-Disposition: attachment;
filename=npovlsen.vcf

 npovlsen.vcf

First American Title Guaranty Company

1355 Willow Way, Concord, CA 94520

Direct Dial (925) 356-7167

FAX (925) 671-2499

FAX TRANSMISSION:

DATE : September 19, 2001

TO : Anna Moore

FAX: (510) 643-7595

FROM : Laura Fische

RE : 585134

Total number of pages transmitted including cover letter: 10

Please call (925) 356-7000 between the hours of 8:00 A.M. and 5:00 P.M. if you do not receive all of the pages.

ADDITIONAL MESSAGE:

Please find attached the following:

1. Deed to East Bay Regional Parks District (EBRPD) (17097-122) for 200' strip;
2. Assessor's map showing area acquired by EBRPD;
3. Parcel map (147 PM 19) on the land to the west of UC's lot 32. Parcel G of said parcel map is owned by Richmond Redevelopment Agency (RRA). Note: The assessor's deed reference is incorrect, therefore I do not have a copy of the deed. However, the RRA filed the map as owners in 1990 and has not deeded out.

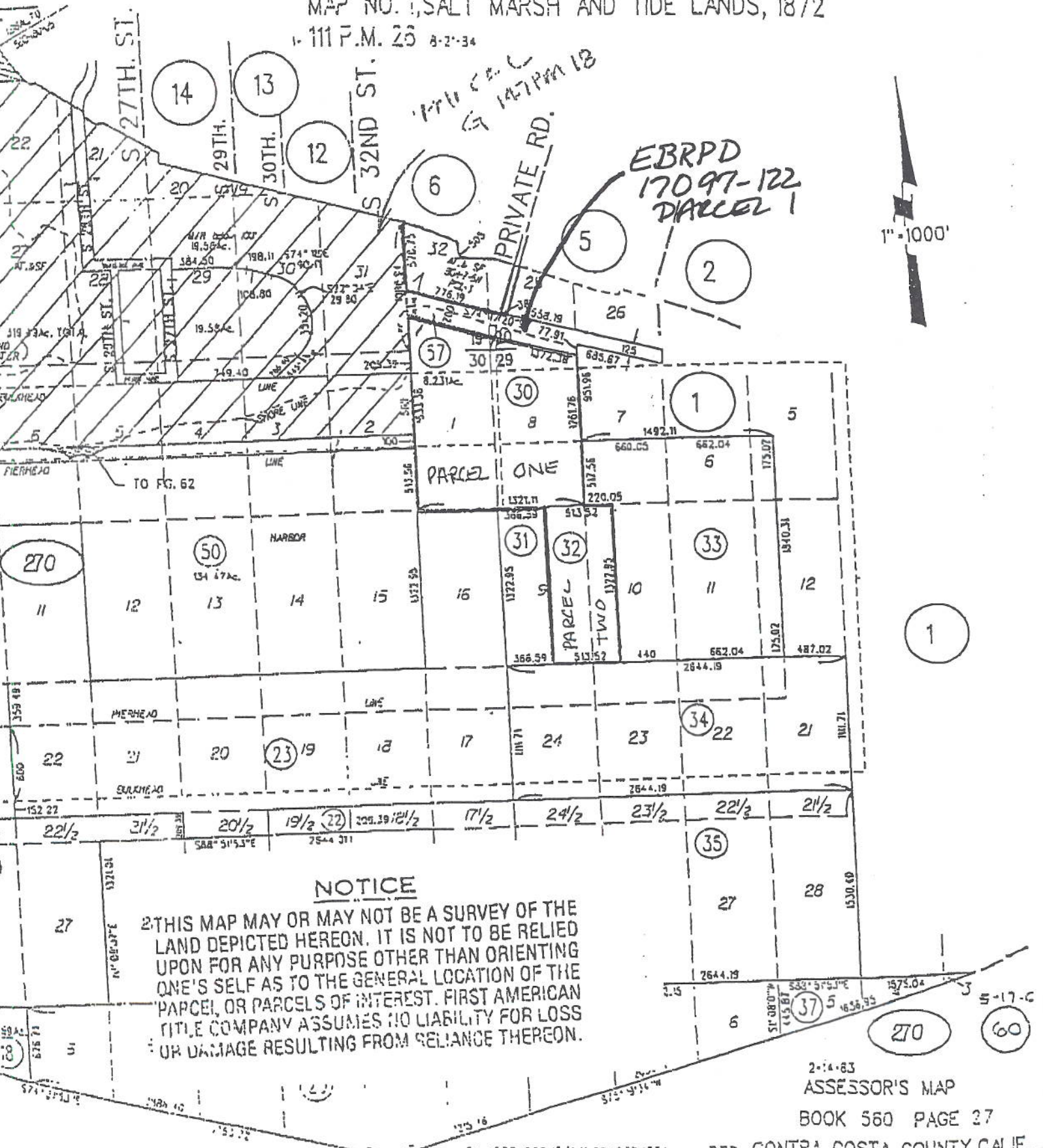
I hope this information is helpful.

SEC 24 & 25, T1N, R5W, M.D.B.&M.

SEC. 19, 20, 29 & 32 T1N, R4W M.D.B. & M.

MAP NO. 1, SALT MARSH AND TIDE LANDS, 1872

111 P.M. 23 8-2-34



RECORDED AT REQUEST OF

DEC 20 1991

RECORDED AT REQUEST OF
STEWART TITLE CO.
OF CONTRA COSTA

WHEN RECORDED MAIL TO

E.B.R.P.D.
11500 Skyline Boulevard
Oakland, California 94619

91 267358

DEC 20 1991

AT 8 O'CLOCK A.M.
CONTRA COSTA COUNTY RECORDS
STEPHEN L. WEIR
COUNTY RECORDER

MAIL TAX STATEMENTS TO

FEE \$

Same as above

OFF'L

S-2037
AM-11008520
1498D

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation, hereinafter called "Santa Fe", hereby remises, releases and quitclaims to EAST BAY REGIONAL PARK DISTRICT, a California Special District, all of its right, title and interest in and to the following described real property:

See Exhibit "A" attached hereto and made a part hereof.

Santa Fe expressly reserves and excepts all minerals contained in the above-described land, including, without limiting the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, provided that Santa Fe shall not have the right to go upon or use the surface of said land, or any part thereof, for the purpose of drilling for, mining, or otherwise removing, any of said minerals. Santa Fe may, however, and hereby reserves the right to, remove any of said minerals from said land by means of wells, shafts, tunnels, or other means of access to said minerals which may be constructed, drilled or dug from other land, provided that the exercise of such rights by Santa Fe shall in no way interfere with or impair the use of the surface of the land hereby conveyed or of any improvements thereon.

IN WITNESS WHEREOF, Santa Fe has caused these presents to be signed in its name by Catellus Management Corporation, its attorney-in-fact and by its Vice President, its corporate seal affixed and attested by its Assistant Secretary, this 18th day of December, 1991.

17037, 122

X 2

11008520
S-2037
12/16/91

17097 127

EXHIBIT "A"

TWO (2) PARCELS OF LAND IN THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN 8.331 ACRE PARCEL OF LAND AND ALL OF THAT CERTAIN 7.336 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED NOVEMBER 18, 1960, FROM SANTA FE LAND IMPROVEMENT COMPANY, RECORDED DECEMBER 8, 1960 IN LIBER 3759 AT PAGE 218 OF THE RECORDS OF SAID COUNTY, LYING IN LOT 32, SECTION 19; LOTS 25 AND 26, SECTION 20; LOTS 3, 4, 5, 6, 7, 8, 14, 15 AND 16, SECTION 29, ALL IN TOWNSHIP 1 NORTH, RANGE 4 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS SAID LOTS ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP NO. 1 OF SALT MARSH AND TIDE LANDS SITUATED IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, 1872," CERTIFIED COPIES OF SAID MAP BEING ON FILE WITH THE STATE LANDS DEPARTMENT AND WITH THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

AN IRREGULAR SHAPED PARCEL OF LAND BEING PORTIONS OF SAID LOT 32, SECTION 19; SAID LOTS 25 AND 26, SECTION 20; AND, LOTS 7 AND 8, SECTION 29, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 32 DISTANT NORTH (BEARING ASSUMED FOR PURPOSE OF THIS DESCRIPTION) ALONG SAID WEST LINE 310.43 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 32;

THENCE NORTH CONTINUING ALONG SAID WEST LINE OF SAID LOT 32 A DISTANCE OF 207.76 FEET;

THENCE SOUTH 74°17'20" EAST 1913.65 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 26;

THENCE EAST ALONG SAID SOUTH LINE 139.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 26, BEING ALSO THE NORTHEAST CORNER OF SAID LOT 7;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 168.95 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND DISTANT SOUTHERLY 125.00 FEET MEASURED AT RIGHT ANGLES FROM THE COURSE HEREINABOVE DESCRIBED AS BEARING SOUTH 74°17'20" EAST;

THENCE NORTH 74°17'20" WEST ALONG SAID PARALLEL LINE 685.67 FEET TO A POINT IN THE EAST LINE OF SAID LOT 25;

THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 25 AND THE EAST LINE OF SAID LOT 8, A DISTANCE OF 77.91 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND DISTANT SOUTHERLY 200.00 FEET MEASURED AT RIGHT ANGLES FROM THE COURSE HEREINABOVE DESCRIBED AS BEARING SOUTH 74°17'20" EAST;

THENCE NORTH 74°17'20" WEST ALONG LAST SAID PARALLEL LINE 1372.38 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED TO STAUFFER CHEMICAL COMPANY, RECORDED DECEMBER 4, 1961 IN BOOK 4007 OF OFFICIAL RECORDS, PAGE 370, OF THE RECORDS OF SAID COUNTY, BOUNDED BY LINES DESCRIBED IN SAID DEED FOR REFERENCE AS FOLLOWS:

"ON THE NORTH BY THE SOUTHERLY LINE OF THAT CERTAIN 6.50-ACRE PARCEL OF LAND AS DESCRIBED IN DEED DATED FEBRUARY 1, 1957, FROM SANTA FE LAND IMPROVEMENT COMPANY TO STAUFFER CHEMICAL COMPANY, RECORDED IN BOOK 2964, PAGE 153, OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY; ON THE EAST BY THE WESTERLY LINE OF THAT CERTAIN 13.146-ACRE PARCEL AS DESCRIBED IN DEED DATED SEPTEMBER 28, 1960, FROM SANTA FE LAND IMPROVEMENT COMPANY TO STAUFFER CHEMICAL COMPANY; AND ON THE SOUTHWEST BY THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF THAT CERTAIN 200-FOOT WIDE STRIP OF LAND AS DESCRIBED IN DEED DATED NOVEMBER 16, 1943, TO SANTA FE LAND IMPROVEMENT COMPANY RECORDED IN BOOK 772, PAGE 80, OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY."

CONTAINING AN AREA OF 8.231 ACRES, MORE OR LESS, EXCLUSIVE OF SAID EXCEPTION.

PARCEL NO. 2:

A STRIP OF LAND 75.0 FEET IN WIDTH OVER AND ACROSS SAID LOTS 3, 4, 5, 6, 14, 15 AND 16 OF SAID SECTION 29, WHICH LIES BETWEEN LINES THAT ARE PARALLEL AND/OR CONCENTRIC WITH AND DISTANT SOUTHWESTERLY 25 FEET AND NORTHEASTERLY 50 FEET RESPECTIVELY MEASURED AT RIGHT ANGLES AND/OR RADIALLY FROM THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID SECTION 29 WITH THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 16, SAID POINT OF INTERSECTION BEING ALSO THE EAST QUARTER CORNER OF SAID SECTION 29 AND BEING DISTANT 66.0 FEET NORTH OF ALLARDT MONUMENT NO. 13, A GRANITE MARKER SET IN THE EAST LINE OF SAID SECTION 29;

THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 16 AND ITS EASTERLY PROLONGATION A DISTANCE OF 528.65 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF THAT CERTAIN STRIP OF LAND 50 FEET IN WIDTH DESCRIBED IN DEED DATED SEPTEMBER 13, 1905, FROM FLORENCE F. SCHLOSS, ET AL. TO SOUTHERN PACIFIC COMPANY, RECORDED IN DEED BOOK 113, PAGE 209, RECORDS OF SAID COUNTY;

200 17097 128

THENCE NORTH 32°37'22.6" WEST ALONG SAID SOUTHWESTERLY LINE 154.46 FEET;

THENCE SOUTH 57°22'37.4" WEST 50 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND DISTANT SOUTHWESTERLY 50 FEET MEASURED AT RIGHT ANGLES FROM SAID SOUTHWESTERLY LINE AND THE TRUE POINT OF BEGINNING FOR THE CENTERLINE HEREIN DESCRIBED ALSO HEREINAFTER REFERRED TO AS "POINT A";

THENCE NORTH 32°37'22.6" WEST ALONG SAID PARALLEL LINE 670.65 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TANGENT TO THE PRECEDING COURSE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 3822.14 FEET THROUGH A CENTRAL ANGLE OF 41°39'57.4" A DISTANCE OF 2779.49 FEET;

THENCE NORTH 74°17'20" WEST TANGENT TO THE PRECEDING CURVE 798.38 FEET TO A POINT IN THE WEST LINE OF SAID LOT 6 DISTANT SOUTH ALONG SAID WEST LINE 142.98 FEET FROM THE NORTHWEST CORNER OF SAID LOT 6.

THE SIDE LINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO TERMINATE IN THE WEST LINE OF SAID LOT 6.

CONTAINING AN AREA OF 7.336 ACRES, MORE OR LESS.

EXCEPTING AND RESERVING UNTO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY AND ITS SUCCESSORS IN INTEREST ("SANTA FE"), AN EXCLUSIVE EASEMENT OVER THE FOLLOWING DESCRIBED PARCEL OF LAND ("EASEMENT PROPERTY") IN GROSS IN PERPETUITY FOR ROADWAY, BRIDGE, UTILITY AND VEHICLE ACCESS PURPOSES, INCLUDING THE RIGHT TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, IMPROVE, DEMOLISH AND REMOVE AT THE EXPENSE OF SANTA FE ANY AND ALL IMPROVEMENTS ON THE EASEMENT PROPERTY, INCLUDING THOSE WHICH MAY NOW OR IN THE FUTURE EXIST THEREON FOR SUCH PURPOSES; AND FURTHER EXCEPTING AND RESERVING UNTO SANTA FE, A NON-EXCLUSIVE EASEMENT IN GROSS IN PERPETUITY FOR NON-VEHICULAR ACCESS OVER SAID EASEMENT PROPERTY, INCLUDING THE RIGHT TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, IMPROVE, DEMOLISH AND REMOVE AT THE EXPENSE OF SANTA FE ANY AND ALL IMPROVEMENTS ON THE EASEMENT PROPERTY, INCLUDING THOSE WHICH MAY NOW OR IN THE FUTURE EXIST THEREON FOR SUCH PURPOSES; PROVIDED HOWEVER, IF THE HOLDER OF THE EXCLUSIVE EASEMENT SHALL DEMOLISH AND/OR REMOVE THE EXISTING RAILROAD BRIDGE ON THE EASEMENT PROPERTY, DESIGNATED IN THE RECORDS OF SANTA FE AS BRIDGE NO. 3 ON THE POINT ISABEL SPUR TRACK, THEN SAID PARTY SHALL REPLACE THE BRIDGE, WITHIN A REASONABLE PERIOD OF TIME THEREAFTER, WITH A BRIDGE OR OTHER STRUCTURE WHICH WILL ALLOW A CONTINUATION OF REASONABLE PUBLIC NON-VEHICULAR ACCESS FOR REGIONAL TRAIL PURPOSES OVER A PORTION OF THE EASEMENT PROPERTY. SANTA FE AND GRANTEE HEREBY ACKNOWLEDGE THAT THE EASEMENTS DESCRIBED ABOVE AND GRANTEE'S REGIONAL TRAIL ARE OF EQUAL IMPORTANCE AND THAT ONE SHALL NOT MATERIALLY IMPAIR THE USE OF THE OTHER. SUBJECT TO THE FOREGOING, SUCH EASEMENTS AND EACH OF THEM SHALL BE FULLY APPORTIONABLE AND ALIENABLE IN WHOLE OR IN PART BY THE HOLDER THEREOF. SAID EASEMENT PROPERTY IS DESCRIBED AS FOLLOWS:

17097.129

BEGINNING AT THE TRUE POINT OF BEGINNING OF PARCEL NO. 2 BEING SAID POINT "A";

THENCE SOUTH $57^{\circ}22'37.4''$ WEST, 25 FEET TO THE WESTERLY LINE OF SAID PARCEL;

THENCE NORTH $32^{\circ}37'22.6''$ WEST, ALONG SAID LINE 670.65 FEET;

THENCE NORTHWESTERLY ALONG SAID LINE AND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 3797.14 FEET THROUGH A CENTRAL ANGLE OF $0^{\circ}45'16''$ AN ARC DISTANCE OF 50.00 FEET;

THENCE NORTH $56^{\circ}37'21''$ EAST, 75 FEET TO THE EASTERLY LINE OF SAID PARCEL;

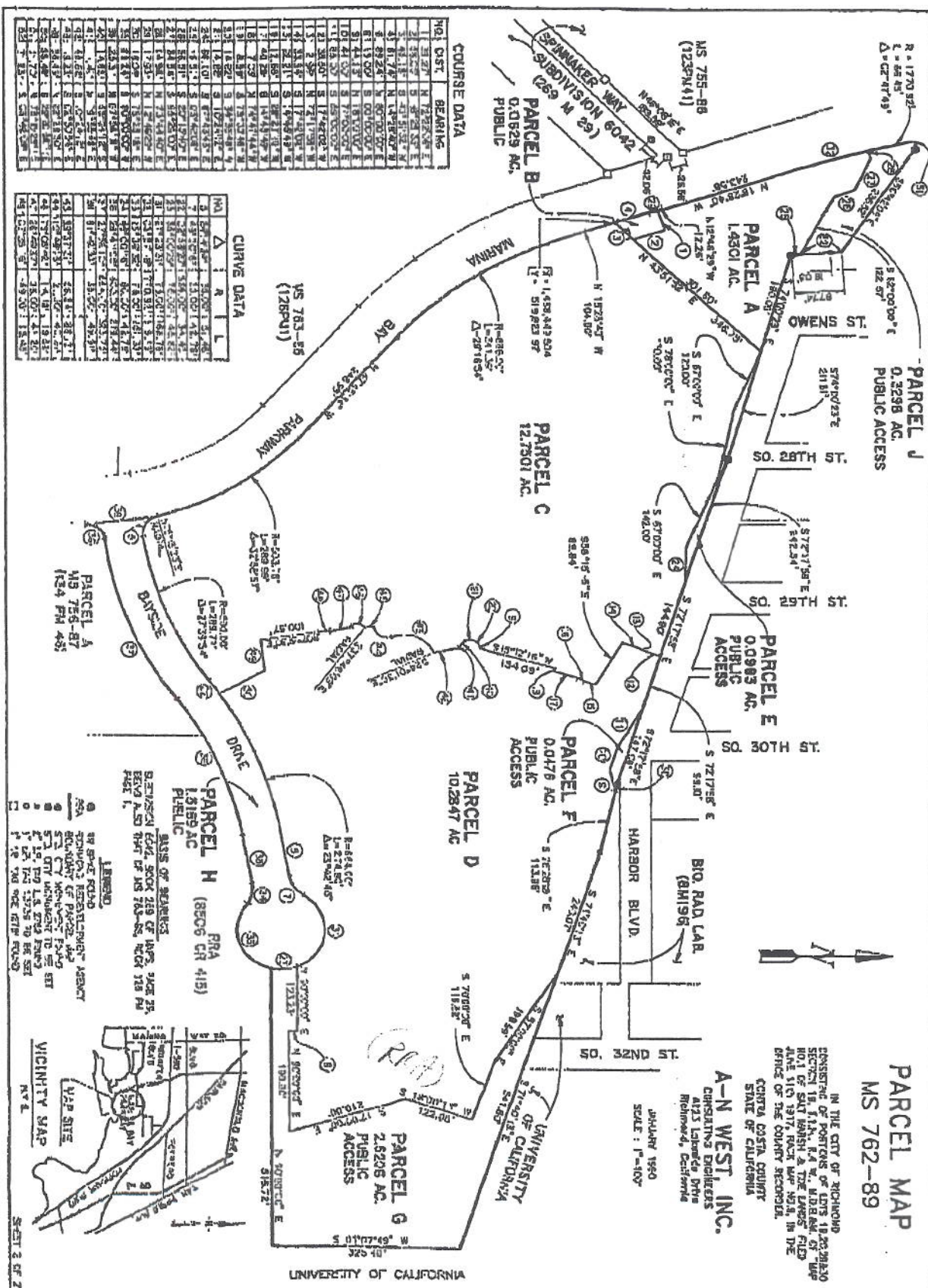
THENCE SOUTHEASTERLY ALONG SAID LINE AND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS 3872.14 FEET THROUGH A CENTRAL ANGLE OF $0^{\circ}45'16''$ AN ARC DISTANCE OF 50.99 FEET;

THENCE SOUTH $32^{\circ}37'22.6''$ EAST, ALONG SAID LINE 670.65 FEET;

THENCE SOUTH $57^{\circ}22'37.4''$ WEST, 50.00 FEET TO THE TRUE POINT OF BEGINNING,

THIS PARCEL CONTAINS 1.242 ACRES, MORE OR LESS.

17037...130
130



1 4 7 P M 1 9

RECORD OF SURVEY

UNIVERSITY OF CALIFORNIA RICHMOND FIELD STATION

BEING PORTIONS OF: LOTS 22 & 23 OF RANCHO SAN PABLO, SECTIONS 19, 20, 29 & 30, T.1N. R.4W. M.D.B.M.; TOWN OF STEGE; KEYSTONE BUSINESS BLOCKS; INNER HARBOR BUSINESS BLOCKS RICHMOND, CONTRA COSTA COUNTY, CALIFORNIA

DATE: NOVEMBER 1975

DAVID J. RUSSELL, LAND SURVEYOR BERKELEY, CALIFORNIA

AT & SF

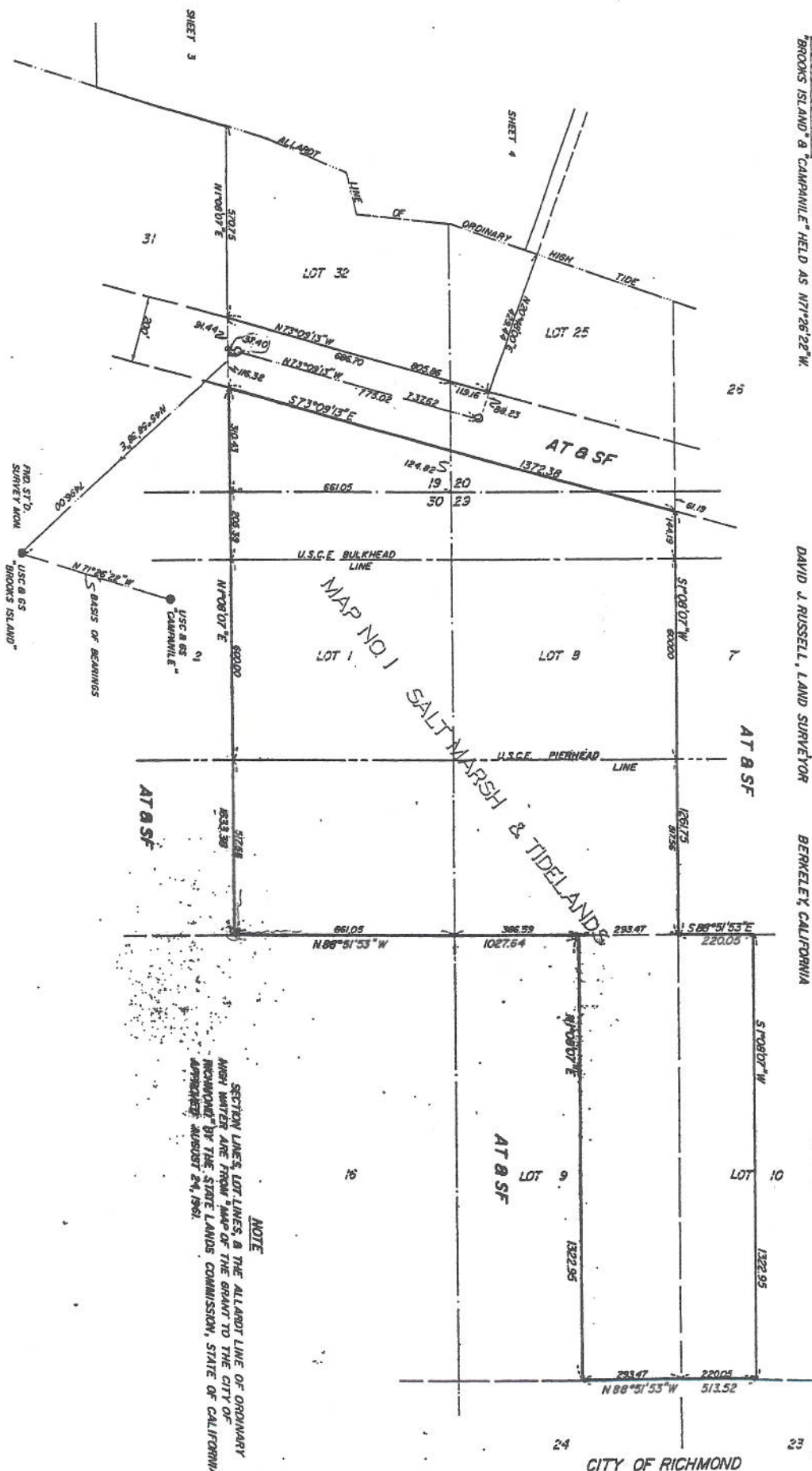
SCALE: 1" = 200'

SYMBOLS

○ SET 1/4" IRON PIPE W/ CONK PLUG
AT T&B L.S. 3174



BASIS OF BEARINGS: LINE BETWEEN USC & G.S.
"BROOKS ISLAND" & "CAMPAHILE" HELD AS N7°26'22"W.



CITY OF RICHMOND

RECORD OF SURVEY

UNIVERSITY OF CALIFORNIA RICHMOND FIELD STATION

BEING PORTIONS OF LOTS 22 & 23 OF RANCHO SAN PABLO, SECTIONS 19, 20, 29 & 30, T.1N. R.4W. M.D.B.M., TOWN OF STEGE, KEYSTONE BUSINESS BLOCKS, INNER HARBOR BUSINESS BLOCKS, RICHMOND, CONTRA COSTA COUNTY, CALIFORNIA

DATE: NOVEMBER 1975

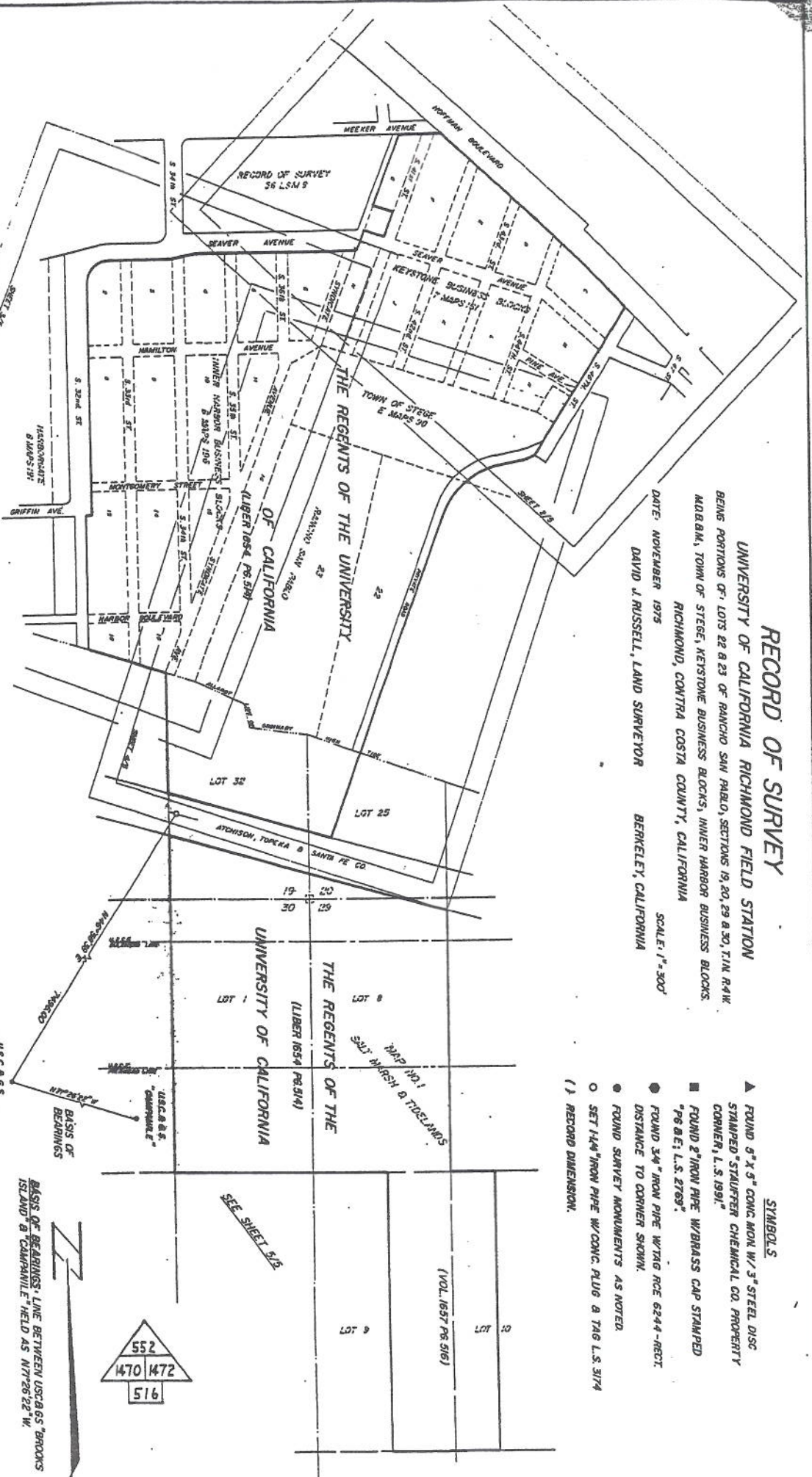
DAVID J. RUSSELL, LAND SURVEYOR

BERKELEY, CALIFORNIA

SCALE: 1"=300'

SYMBOLS

- ▲ FOUND 6"X 6" CONC. MON. W/ 3" STEEL DISC STAMPED "STAUFTER CHEMICAL CO. PROPERTY CORNER, L.S. 1891"
- FOUND 2" IRON PIPE W/ BRASS CAP STAMPED "P&B E. L.S. 2769"
- FOUND 3/4" IRON PIPE W/ TAG RCE 6244-RECT. DISTANCE TO CORNER SHOWN.
- FOUND SURVEY MONUMENTS AS NOTED.
- SET 1/4" IRON PIPE W/ CONC. PLUG & TAG L.S. 3174
- () RECORD DIMENSION.



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTORSHIP IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF THE UNIVERSITY OF CALIFORNIA IN FEBRUARY, 1973.

DAVID J. RUSSELL

L.S. 3174



COUNTY SURVEYOR'S CERTIFICATE

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT THIS 14TH DAY OF NOVEMBER, 1975.

VICTOR W. SAUER

ROAD COMMISSIONER - SURVEYOR

BY: DEPUTY ROAD COMMISSIONER-SURVEYOR

COUNTY RECORDER'S CERTIFICATE

FILED THIS 17TH DAY OF November, 1975, AT 4 P.M. IN BOOK 57 OF L.S.M. AT PAGE 50, AT THE REQUEST OF VICTOR W. SAUER.

J. R. SSON

COUNTY RECORDER

BY: DEPUTY COUNTY RECORDER

11-17-75

4 P.M.

59.50

SHEET 1/2



Commitment For Title Insurance

First American Title Insurance Company

APPLICANT:

First American Title Company
1535 Harrison Street
Oakland, CA 94612
Attn: Michelle Chan

YOUR CONTACT

PERSON IS : **Michelle Chan**
CONTACT AT : **(510) 763-0500**
FAX NO. : **(510) 839-0532**

Escrow Order No. : **160051**
Commitment No. : **585134**
Title Officer : **Paul Cotruvo/lf**
Title Officer's Address : **1355 Willow Way #101**
Concord, CA 94520
Title Officer's Tel. No. : **(925) 356-7081**
Title Officer's Fax No. : **(925) 671-2499**
Customer Reference : **None**
Property Address :

COPIES TO: University of California

FIRST AMERICAN TITLE INSURANCE COMPANY
INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT

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	Page
AGREEMENT TO ISSUE POLICY	2
SCHEDULE A	
1. Commitment Date	3
2. Policies to be Issued, Amounts and Proposed Insured	3
3. Interest in the Land and Owner	3
4. Description of the Land	4
SCHEDULE B-1 - Requirements	following Schedule A
SCHEDULE B-2 - Exceptions	following Schedule B-1
CONDITIONS	last page

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

**If you have any questions about the Commitment,
 please contact the issuing office**

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

FIRST AMERICAN TITLE INSURANCE COMPANY

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions on last page.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

FIRST AMERICAN TITLE INSURANCE COMPANY

A handwritten signature in black ink that reads "Kimberly Stone". The signature is written in a cursive, flowing style.

Assistant Secretary

SCHEDULE A

1. Commitment Date: August 27, 2001 at 7:30 a.m.

2. Policy or Policies to be issued:

X (a) Owners Policy:

X ALTA Standard (with Regional Exceptions)
ALTA Extended
EAGLE Protection Owner's Policy
To be determined

Proposed Insured:

(To be determined)

Policy Amount: (To be determined)

— (b) Loan Policy:

ALTA Standard (with Regional Exceptions)
ALTA Extended
With Eagle Protection added
To be determined

Proposed Insured:

Policy Amount: \$

— (c) Other:

Proposed Insured:

Liability Amount: \$

3a. The estate or interest in the land described in this Commitment is:

A fee

3b. Title to said estate or interest at the date hereof is vested in:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, as to Parcel One;

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, as to an undivided 81.74 interest and WILLIAM S. BACON; JULIA B. MARRIOTT; "ASHBY DOWNS ORPHANAGE OF BRISTOL, ENGLAND; MIDNIGHT MISSION, LOS ANGELES, CALIFORNIA"; and "SUNRISE RESCUE MISSION, DENVER, COLORADO" as their interests may appear as to the remainder, as to Parcel Two

4. The land referred to in this Commitment is described as follows:

REAL PROPERTY in the City of Richmond, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

Lot 1, Section 30; Lot 8, Section 29; Lot 25, Section 20 and Lot 32, Section 19, Township 1 North, Range 4 West, Mount Diablo Base and Meridian, as designated on the Map entitled "Map No. 1 of Salt Marsh and Tide Lands situate in the County of Contra Costa, State of California, 1872", the original of which Map is on file in the Office of the Surveyor General of the State of California.

EXCEPTING FROM PARCEL ONE:

1. The strip of land 200 feet in width conveyed to Santa Fe Land Improvement Company in the exchange agreement between Santa Fe Land Improvement Company and California Cap Company, et al, dated November 16, 1943 and recorded August 1, 1944 in Volume 772 of Official Records, at Page 80, as follows:

"Beginning at a point in the West line of said Lot 32, distant North 310.43 feet from the southwest corner thereof; thence North 207.76 feet along said West line of Lot 32 to a point; thence South 74° 17' 20" East, 1372.38 feet to a point in the East line of said Lot 25, distant North 146.57 feet from the southeast corner of said Lot; thence southerly along said East line of Lot 25 and the East line of said Lot 8, a distance of 207.76 feet to a point; thence North 74° 17' 20" West, 1372.38 feet to the point of beginning; containing an area of 6.30 acres, more or less."

NOT EXCEPTING, HOWEVER, the rights reserved unto California Cap Company under Article I of said Exchange Agreement (772 OR 80) as modified by subsequent conveyances of record.

2. The parcel of land described in the Deed from California Cap Company to Union Superphosphate Company, dated September 29, 1920 and recorded October 5, 1920 in Volume 372 of Deeds, at Page 14, as follows:

"Commencing at a point on the line dividing that certain tract of land containing 12 acres heretofore conveyed by Richard M. Hotaling to B. P. Oliver by Deed dated September 15, 1919 and recorded September 20, 1919 in Volume 350 of Deeds, at Page 50, Contra Costa County Records, from Lot 25 in Section 20, Township 1 North, Range 4 West, Mt. Diablo Meridian, as said Lot is laid down and designated on that certain Map entitled "Map No. 1 of Salt Marsh and Tide Lands, situated in the County of Contra Costa, State of California", filed in the Office of the Surveyor General of the State of California, distant thereon, North 70° 30' West, 192.54 feet from the northeastern corner of said Lot 25 and North 70° 30' West, 3.80 feet from the southeastern corner of the said 12 acre tract and running thence along the said dividing line North 70° 30' West, 226.72 feet to a point on the eastern line of a proposed private road 38 feet in width; thence along said eastern line of said proposed road, South 19° 36' West, 192.13 feet; thence leaving said road line, South 70° 30' East, 226.72 feet and thence North 19° 36' East, 192.13 feet to the point of commencement.

Containing 1 acre and being a portion of the aforesaid Lot 25 of Section 20, Township 1 North, Range 4 West, Mt. Diablo Base and Meridian."

3. The parcel of land described in the Deed from California Cap Company to Stauffer Chemical Company, dated September 29, 1920 and recorded October 5, 1920 in Volume 370 of Deeds, at Page 157, as follows:

"Commencing at a point on the line dividing that certain tract of land containing 12 acres heretofore conveyed by Richard M. Hotaling to B.P. Oliver by Deed dated September 15, 1919, recorded September 20, 1919 in Volume 350 of Deeds, Page 50, Contra Costa County Records, from Lot 25 in Section 20, Township 1 North, Range 4 West, Mt. Diablo Base and Meridian, as said Lot is laid down and designated on that certain Map entitled 'Map No. 1 of Salt Marsh and Tide Lands, situated in the County of Contra Costa, State of California', filed in the Office of the Surveyor General of the State of California, distant thereon North 70° 30' West, 3.80 feet from the southeastern corner of the said 12 acre tract and running thence South 19° 36' West, 192.13 feet; thence South 70° 30' East, 260.91 feet to a point on the eastern boundary line of said Lot 25; thence along said boundary line, North 203.82 feet to the northeastern corner thereof and thence along the northern boundary line of said Lot 25, North 70° 30' West, 192.54 feet to the point of commencement.

Containing 1 acre and being a portion of the aforesaid Lot 25 in Section 20, Township 1 North, Range 4 West, Mount Diablo Base and Meridian."

4. That parcel of land described in the Deed from California Cap Company to Stauffer Chemical Company, dated March 22, 1950 and recorded March 30, 1950 in Volume 1530 of Official Records, at Page 537, as follows:

"A portion of Lot 25 in Section 20, Township 1 North, Range 4 West, Mount Diablo Base and Meridian, as designated on 'Map No. 1 of Salt Marsh and Tide Lands, situated in the County of Contra Costa, State of California', more particularly described as follows:

Beginning at the concrete monument set at the southwest corner of that tract of land conveyed by California Cap Company to Union Superphosphate Company by Deed dated September 29, 1920 and recorded October 5, 1920 in Volume 372 of Deeds, at Page 14; thence along the southerly line of said tract and its extension thereof South 70° 30' East, 487.41 feet to the southeast corner of that tract of land conveyed by California Cap Company to Stauffer Chemical Company by Deed dated September 29, 1920 and recorded October 5, 1920 in Volume 370 of Deeds, at Page 157; thence South 207.76 feet to the northeast corner of that tract of land conveyed by California Cap Company to Santa Fe Land Improvement Company by Deed dated November 16, 1943 and recorded August 1, 1944 in Volume 772 of Official Records, at Page 80; thence along the northerly line of said last mentioned tract North 74° 17' 20" West, 558.19 feet to the easterly line of the 38 foot easement described in the Deed from California Cap Company to Stauffer Chemical Company, dated September 20, 1920 and recorded October 5, 1920 in Volume 382 of Deeds, at Page 62; thence along the easterly line of said easement North 19° 36' East, 232.93 feet to the point of beginning, containing 2.5855 acres of land, more or less."

A.P.No.: 560-270-030

PARCEL TWO:

That portion of Lots 9 and 10 in Section 29, Township 1 North, Range 4 West, Mount Diablo Base and Meridian, described as follows:

Beginning at a point from which the northwest corner of Lot 9 bears West 366.59 feet; thence from said point of beginning East along the North line of said Lots 9 and 10 a distance of 513.41 feet; thence South 1320.00 feet to the South line of said Lot 10; thence West along said South line and along the South line of said Lot 9 a distance of 513.41 feet; thence North 1320 feet to the point of beginning.

A.P.No.: 560-270-032

SCHEDULE B - SECTION 1**Requirements**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

The following requirements, as indicated by "x", must be met:

- X (e) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (attached hereto) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- X (f) An ALTA/ACSM survey of recent date, which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (g) The following LLC documentation is required from :

- (h) The following partnership documentation is required from :

- (i) The following documentation is required from , a corporation:

- (j) Based upon the Company's review of that certain agreement dated for , a , being the herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the stating that it is a true copy, that said is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.

- ☐ (k) A copy of the complete lease, as referenced in Schedule A, #3a herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
- ☒ (l) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
- ☒ (m) Other:
- (To be determined)

Potential Additional Requirements

If ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

Financial statements from the appropriate parties must be submitted to the Company for review.

A copy of the construction contract must be submitted to the Company for review.

An inspection of the land must be performed by the Company for verification of the phase of construction.

SCHEDULE B - SECTION 2**Exceptions**

Any Policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this commitment.

1. General and special taxes for the fiscal year 2001-2002, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Public trust easement for commerce, navigation and fisheries over any Board of Tide Land Commissioners' Lot which is submerged or subject to the ebb and flow of the tide or which was filled subsequent to February 1980.
4. The terms and provisions contained in the document entitled "Agreement" recorded May 26, 1905 as Book 112 of Deeds, Page 109.
5. An easement for a right of way for road and wharf and incidental purposes, recorded October 5, 1920 as Book 382 of Deeds, Page 62.
In Favor of : Stauffer Chemical Company, a corporation
Affects : Parcel One

And granted in the Deed to Union Superphosphate Company, recorded October 5, 1920, Book 372 of Deeds, Page 16.

6. Any right, title or interest of Hunsaker and Cosgrove, a co-partnership, the Sheriff of the County of Los Angeles, Ida Marriott Bacon, Patrick J. Cooney and/or Thomas J. Clark as disclosed by Instrument recorded February 28, 1934, Book 358, Page 71, Official Records.

Said matter affects Parcel Two.

7. An easement for sanitary sewer and incidental purposes, recorded April 27, 1944 as Book 775, Page 424 of Official Records.
In Favor of : City of Richmond
Affects : Portions of Parcel One
8. The terms and provisions contained in the document entitled "Agreement for Exchange of Properties and Conveyances of Title Pursuant Thereto" recorded August 1, 1944 as Book 772, Page 80 of Official Records.

Document(s) declaring modifications thereof recorded October 18, 1950 as Book 1652, Page 274 and Book 1652, Page 278 of Official Records.

9. Rights, rights of way and easements contained in the above mentioned document.
10. The effect of a map purporting to show the land and other property, filed November 17, 1975 in Book 59 of Licensed Surveyors Maps, Page 50.
11. Rights of parties in possession.

12. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
13. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
14. The requirement that evidence be provided that there are no commitment statements in effect under the Environmental Responsibility Acceptance Act Civil Code Section 850 et seq. with respect to the land.

The Company's Owner's Affidavit must be completed and submitted prior to close in order to satisfy this requirement.

15. In the event these parcels are sold or encumbered separately, access to a public street must be created of record over the adjacent land of the vestee.

INFORMATIONAL NOTES

16. According to the public records, there has been no conveyance of the land within a period of six months prior to the date of this report, except as follows:

None

17. General and special taxes and assessments for the fiscal year 2000-2001.

First Installment	: \$16.00 paid
Penalty	: None
Second Installment	: \$16.00 paid
Penalty	: None
Tax Rate Area	: 8001
A. P. No.	: 560-270-030

Said matter affects Parcel One.

18. General and special taxes and assessments for the fiscal year 2000-2001.

First Installment	: \$16.00 paid
Penalty	: None
Second Installment	: \$16.00 paid
Penalty	: None
Tax Rate Area	: 8001
A. P. No.	: 560-270-032

CONDITIONS**1. DEFINITIONS**

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section 1

or

eliminate with our written consent any Exceptions shown in Schedule B -Section 2

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

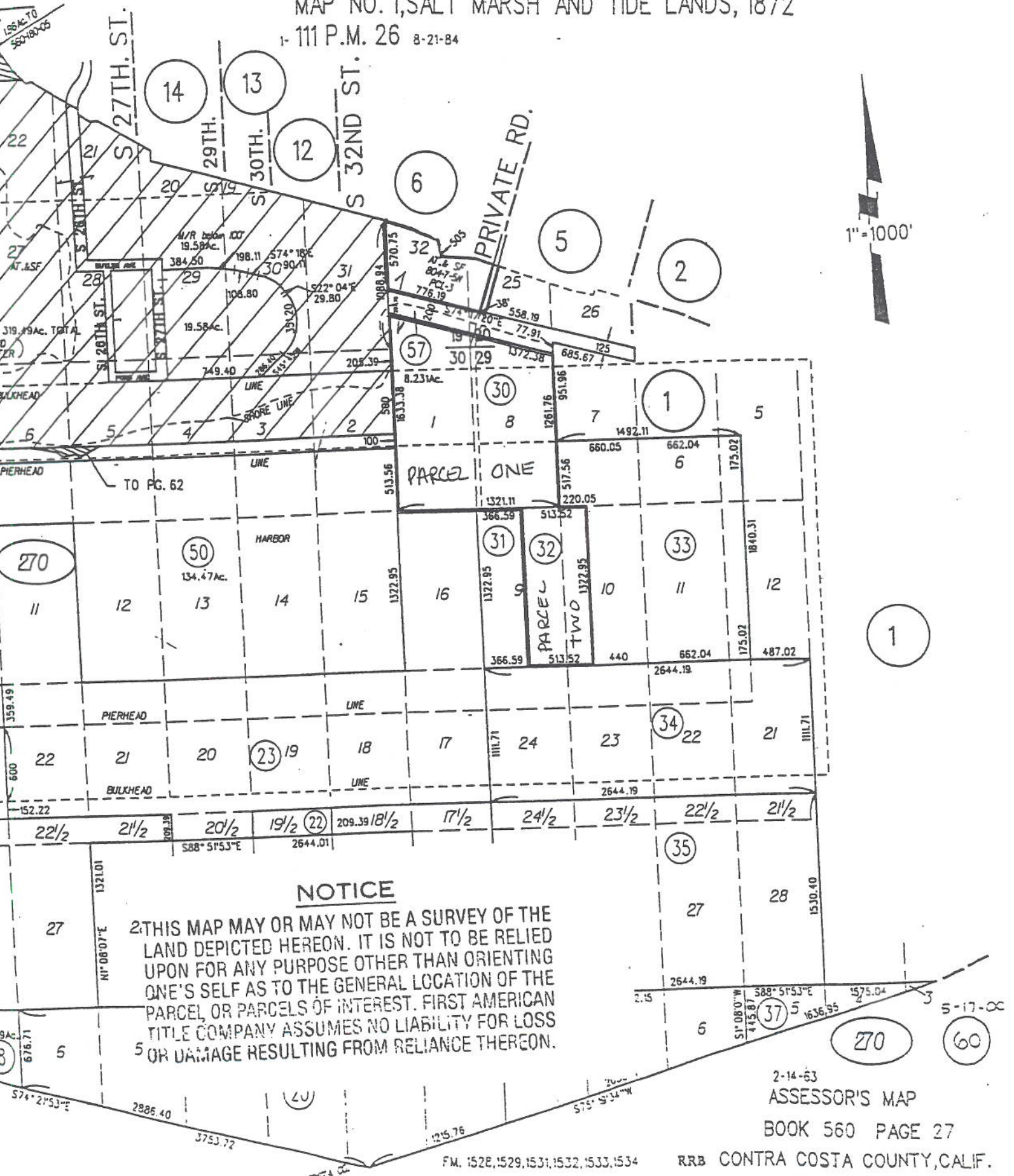
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

SEC. 24 & 25, T1N, R5W, M.D.B.&M.

SEC. 19, 20, 29 & 32 T1N, R4W M.D.B. & M.

MAP NO. 1, SALT MARSH AND TIDE LANDS, 1872

1-111 P.M. 26 8-21-84



ADDENDUM TO EXHIBIT A LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

~~Covered Risks 14 (Subdivision Law Violation), 15 (Building Permit), 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability~~

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date — this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE WITH EAGLE PROTECTION ADDED

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any, law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph (d) does not limit the coverage provided under insuring provisions 7, 8, 16, 17, 19, 20, 21, 23, 24 and 25); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.

5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon:
 - (a) usury, except as provided under insuring provision 10 of this policy; or
 - (b) any consumer credit protection or truth in lending law.
 6. Taxes or assessments of any taxing or assessment authority which become a lien on the Land subsequent to Date of Policy.
 7. Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation of impart notice to a purchaser for value or a judgment or lien creditor.
 8. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided under insuring provision 7.
 9. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification.
- This exclusion does not limit the coverage provided under Insuring provision 7.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise: NONE.

13.AMERICAN LAND TITLE ASSOCIATION LOAN POLICY – 1992 WITH EAGLE PROTECTION ADDED WITH REGIONAL EXCEPTIONS

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy:

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

1. Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise: NONE.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS



Found SX5 Concrete Monument
W/ 3" Steel Disk
"LS 1991"

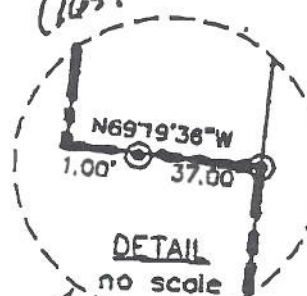
LEGEND

- Found Monument Per 59 LSM 50
- ⊙ Set 1" IP W/ Tag, "LS 6594"
- () Record Information-
Per. 59 LSM 50

Record of Survey 59 LSM 50

**INDIANA
INDUSTRIAL
FACILITY**

30' 5" (1654 OR 514)



Found 1 1/4" IP W/Tag
"LS 3174"

Found 1 1/4" IP W/Tag
"LS 3174"

S45°04'37"W 3037.17'
BASIS OF BEARINGS

Property
line

Found 1 1/4" IP (Open)

88.23'
(88.23')

Found 1 1/4" IP W/Tag
"LS 3174"

SAN FRANCISCO BAY

Gray Davis
GovernorSTATE OF CALIFORNIA
Governor's Office of Planning and Research
State ClearinghouseTal Finney
Interim Director

July 2, 2003

Jennifer Lawrence
University of California, Berkeley
300 A & E Building
Berkeley, CA 94720-1382Subject: Richmond Field Station Remediation Project
SCH#: 2003052124

Dear Jennifer Lawrence:

The enclosed comment (s) on your Negative Declaration was (were) received by the State Clearinghouse after the end of the state review period, which closed on June 26, 2003. We are forwarding these comments to you because they provide information or raise issues that should be addressed in your final environmental document.

The California Environmental Quality Act does not require Lead Agencies to respond to late comments. However, we encourage you to incorporate these additional comments into your final environmental document and to consider them prior to taking final action on the proposed project.

Please contact the State Clearinghouse at (916) 445-0613 if you have any questions concerning the environmental review process. If you have a question regarding the above-named project, please refer to the ten-digit State Clearinghouse number (2003052124) when contacting this office.

Sincerely,

Terry Roberts
Senior Planner, State Clearinghouse

Enclosures

cc: Resources Agency

RECEIVED

JUL 07 2003

PHYSICAL & ENVIRONMENTAL
PLANNING

Date:	7/7/03	by:	CLM
Project No.:	RPS		
File Name:	ENV		
cc:	JCL		

STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY

GRAY DAVIS, Governor

DEPARTMENT OF TRANSPORTATION

P. O. BOX 23660
OAKLAND, CA 94623-0660
(510) 286-4444
(510) 286-4454 TDD



*Flex your power!
Be energy efficient!*

June 30, 2003



CC580140
CC-580-R2.09
SCH2003052124

Ms. Jennifer Lawrence
University of California
300 A&E Building, UC Berkeley
Berkeley, CA 94720-1382

Dear Ms. Lawrence:

Richmond Field Station Remediation Project – Initial Study and Mitigated Negative Declaration

Thank you for including the California Department of Transportation in the environmental review process for the proposed project. The following comments are based on our review of the Initial Study and Mitigated Negative Declaration:

- Hauling on state routes should occur only during off-peak hours, if possible.
- Haul routes should be carefully researched as truck prohibitions are in effect on some state routes during particular hours.

Should you have any questions regarding this letter, please call Lisa Carboni of my staff at (510) 622-5491.

Sincerely,

Lisa Carboni
for **TIMOTHY C. SABLE**
District Branch Chief
IGR/CEQA

c: Philip Crimmins (State Clearinghouse)

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
OFFICE OF THE GENERAL COUNSEL



1111 Franklin Street, 8th Floor • Oakland, California 94607-5200 • (510) 987-9800 • FAX (510) 987-9757

James E. Holst
GENERAL COUNSEL

Writer's direct line: (510) 987-9737
E-mail: patrick.schlesinger@ucop.edu

July 18, 2003

Robert P. Doty
Cox, Castle & Nicholson LLP
505 Montgomery Street
20th Floor
San Francisco, California 94111-2585

Re: Richmond Redevelopment Agency - Access Agreement

Dear Robert:

I enclose a draft access agreement for use in performing investigative and remedial work on property owned by the Richmond Redevelopment Agency. I will be out of the office from July 21 to August 1, 2003. Please let me know if this agreement is satisfactory to the Redevelopment Agency and I will prepare signature copies on my return.

Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads 'Patrick Schlesinger'.

Patrick Schlesinger
University Counsel

Enc.

cc: K. Hans, w/ enc.
M. Hryciw, w/ enc.
D. Mims, w/ enc.
A. Moore, w/enc.

103505.1

LICENSE AGREEMENT

This License Agreement is made this ____ day of July, 2003 ("Agreement"), by and between The Regents of the University of California, a California public corporation (the "University") and the Richmond Redevelopment Agency, a California _____("RRA").

RECITALS

A. RRA is the owner of certain real property located in the city of Richmond, Contra Costa County, California (the "RRA Property"). The University is the owner of certain adjoining property, known as the Richmond Field Station, also located in the City of Richmond, Contra Costa County.

B. The University is conducting an environmental investigation of, and performing environmental remediation on, a certain wetland area of its property located within what is known as Western Stege Marsh (the "Remedial Work"). The Remedial Work is being performed under the oversight of the San Francisco Regional Water Quality Control Board ("RWQCB") and in accordance with RWQCB Order No. 01-102. The Remedial Work will include:

- excavation and disposing of material in a defined area around the existing storm drain;
- pilot treatment studies in and around Meeker Slough;
- additional investigation and sampling as needed in the western portion of Stege Marsh;
- excavation of material from the western portion of Stege Marsh;

- remediation (a combination of excavation and/or in situ treatment) and marsh restoration work in Meeker Slough and adjacent areas; and
- monitoring associated with remedial activities.

C. As part of the Remedial Work, the RWQCB has directed the University to perform certain activities in the portion of Stege Marsh located within the RRA Property, as set forth in the RWQCB-approved "Remedial Action Plan – Phase 2 for University of California, Berkeley, Richmond Field Station," dated April 15, 2003, (the "RAP"). This portion of Stege Marsh is depicted on Exhibit A to this Agreement.

C. The University has requested that RRA make portions of the RRA Property available to the University and its contractors and subcontractors. The University has made this request for the purpose of allowing access to the RRA Property and permission to perform the activities necessary to complete the Remedial Work.

D. RRA agrees to make the License Area (as defined below) available for such purpose, subject to the limitations, conditions and considerations set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. RRA grants to the University, for the benefit of the University and the University's contractors and subcontractors implementing the RAP, a revocable license to enter upon and use for the purposes stated in this Agreement (the "License") certain portions of the RRA

Property, as depicted on the attached Exhibit A (the "License Area "). The License shall be limited in accordance with the terms of this Agreement and shall be nonexclusive, except to the extent described in Paragraph 3.

2. The term of the license herein granted shall commence on September 1, 2003, and unless terminated as provided in this Agreement or extended by the parties in writing, shall terminate without notice on December 31, 2006. No permitted or unpermitted entry or presence of the University or any of its contractors or subcontractors upon the License Area after the termination date shall be deemed an extension or renewal of the license. Notwithstanding the terms set forth above, the University or RRA may terminate the license granted: (i) if the work contemplated under the RAP or any amendment or extension of the RAP is completed prior to the termination date; or (ii) for cause, upon five days prior written notice to the other of the violation of any term or condition of this Agreement by the notified party (including violations by the University's contractors or subcontractors, which violations shall be imputed to the University), provided that the notified party shall have the opportunity to correct such violation within ten days of receipt of said notice and thereby avoid such termination; or (iii) without cause, upon 120 days prior written notice. The University shall be responsible for advising its contractors and subcontractors of any termination of the License and shall be fully responsible for their compliance with such termination. The parties agree that this Agreement may be extended upon written amendment signed by both parties.

3. The University shall not permit any other party except the University's employees, contractors, and subcontractors to enter and use the License Area during the term of this Agreement without RRA's prior consent. Notwithstanding the non-exclusivity of the

license granted herein, the University may delineate or otherwise protect work areas from potential interference.

4. The University and its contractors and subcontractors shall exercise due care with respect to the entry, movement, and security of any vehicles and equipment upon the License Area. The University and its contractors and subcontractors shall comply with any and all safety or other relevant and applicable regulations imposed by law. Except to the extent caused by the actions or negligence of the RRA or its agents or contractors, the University shall indemnify, defend and hold harmless RRA (and its officers, directors, employees, agents and students) from and against any and all liabilities (including reasonable attorneys' fees, court costs, fines, penalties, judgments, settlements, and all other costs and expenses) arising out of (i) the presence of the University or its contractors or subcontractors or any of their employees upon the License Area under this Agreement; (ii) the entry, movement, storage or security of vehicles, materials, or equipment upon the License Area under this Agreement; (iii) the actions or omissions of the University or its contractors or subcontractors upon the License Area under this Agreement; or (iv) the exercise of rights under the License. The foregoing indemnities include but are not limited to claims of personal injury, death or property damage and include but are not limited to claims by the employees of RRA or the University or the University's contractors or subcontractors. This indemnity obligation shall survive the termination of this Agreement.

5. The University shall promptly repair any and all damage caused to the License Area or the surrounding area arising out of (i) the presence of the University or its contractors or subcontractors or any of their employees upon the License Area; (ii) the entry, movement,

storage or security of vehicles or equipment upon the License Area; or (iii) the actions or omissions of the University or its contractors or subcontractors upon the License Area.

6. Neither the University nor its contractors or subcontractors shall discharge, spill or otherwise release any Hazardous Substance, as that term is defined in Paragraph 7, upon the License Area or the surrounding area in the course of exercising rights under the License. The University shall promptly remedy any such spill, discharge or other release of a Hazardous Substance and shall clean all affected portions of the License Area. The University shall indemnify, defend and hold harmless RRA (and its officers, directors, and employees) from any and all liabilities (including attorneys fees, court costs, cleanup costs, fines, penalties, judgments, settlements and all other costs and expenses) arising out of any spill, discharge or other release of any Hazardous Substance upon the License Area or the surrounding area occurring in the course of the University's exercise of its rights under the License, regardless of any alleged or actual negligence of the University or its contractors or subcontractors, except to the extent caused by the actions or negligence of RRA or its agents or contractors. This obligation shall survive the termination of this agreement.

7. The term "Hazardous Substance" shall be defined as designated in Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., any petroleum, refined petroleum product or petroleum hydrocarbon, and as designated in Section 25281 of the California Health and Safety Code.

8. The University will coordinate the scheduling of this entry with RRA's representative identified in paragraph 14(a) and shall not interfere in any way with RRA's activities and will split samples upon request of RRA. Copies of the final, validated test results

and reports generated as a result of work performed according to the RAP and any follow-up work will be provided to RRA at the time they are provided to any governmental agency. RRA shall bear the cost of analyzing any split samples it requests and shall provide copies of all final, validated test results to the University.

9. The University shall not store any cuttings, well water, decontamination materials or other waste material (collectively, "wastes") on the License Area for more than one week, unless other arrangements are approved by RRA's representative identified in paragraph 14(a). The University shall be solely responsible for the removal, packaging, labeling and transfer and disposal of all such wastes in compliance with all applicable laws.

10. The University shall limit the number of personnel to a minimum that will enter the License Area for the purposes described in this Agreement.

11. The University will require its contractors or subcontractors to obtain appropriate insurance satisfactory to RRA that names RRA as an additional insured. Certificates of said insurance shall be submitted to RRA prior to commencing any work on the License Area.

12. This Agreement and the License granted shall not be assignable by the University. Any attempt by the University to assign or otherwise transfer this Agreement or the License granted shall result in the immediate termination of the License. The University shall remain responsible for assuring compliance by its contractors and subcontractors with all provisions of this agreement, and shall be responsible for acts or omissions of its contractors or subcontractors under this Agreement as if they were acts or omissions of the University.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14(a). Notice by telephone shall be given to:

For the University: Mike Hryciw tel. 510-642-3057
fax 510- 642-7271

For RRA: _____ tel. _____
fax _____

(b) Notices in writing shall be delivered to:

If to the University: Mike Hryciw
University of California, Berkeley
Capital Projects
1936 University Avenue, 2nd Floor
Berkeley, CA 94720-1380

If to RRA: _____
Richmond Redevelopment Agency
1401 Marina Way South
Richmond, CA 94804

All written notices shall be deposited in the United States mail, postage prepaid, delivered personally or by courier mail, or by facsimile copy.

15. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

16. No failure or delay of RRA to exercise any right under this Agreement shall be construed as a waiver. This Agreement constitutes the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, whether oral or written, between the parties regarding the subject matter of this Agreement and may not be amended, renewed or modified except by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first
above written.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

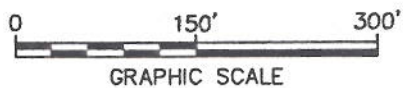
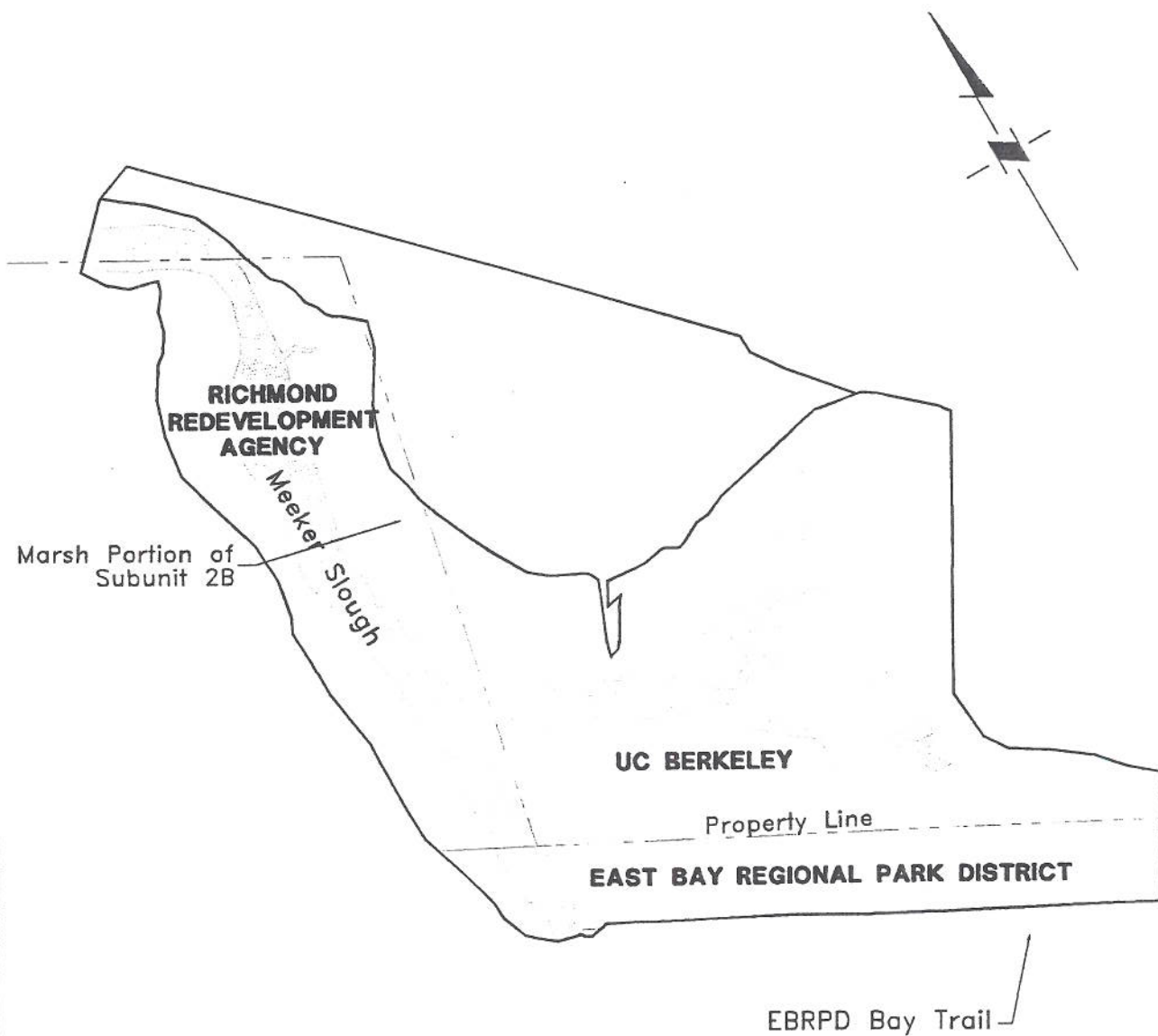
RICHMOND REDEVELOPMENT AGENCY

BY: _____

BY: _____

TITLE: _____

TITLE: _____



NOTE:

- 1) BASE MAP SUPPLIED BY URS ON 7/9/03 AT A SCALE OF 1"=100'.

L: OFF-REF
P: PAGESET/PLT-AP
7/16/03 IRV-B0-JMS
F: /BMA/CAD/2003PROJ/24210/24210G10.DWG

UNIVERSITY OF CALIFORNIA, BERKELEY
RICHMOND FIELD STATION

**PROPERTY OWNERSHIP
MARSH PORTION OF SUBUNIT 2B**

BBL
BLASLAND, BOUCK & LEE, INC.
engineers & scientists

FIGURE
X

