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02/25/2011 09:02 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE 132.00

7 of Document Recorded



40 PGS

Recording Requested By:

Encinal 14th Street, LLC
c/o Hall Equities Group
1855 Olympic Boulevard, Suite 250
Walnut Creek, CA 94596

When Recorded, Mail To:

Ariu Levi, Director
Alameda County Environmental Health Services
1131 Harbor Bay Parkway
Alameda, California 94502

**COVENANT AND ENVIRONMENTAL RESTRICTION
ON PROPERTY**

(APN: 005-0482-2)

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 9th day of February, 2011, by Encinal 14th Street, LLC, a California limited liability company ("Covenantor") who is the Owner of record of that certain property situated at 1385 16th Street, in the City of Oakland, County of Alameda, State of California, which is more particularly described as Parcel "B" on Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the Alameda County Environmental Health Services (the "County"), with reference to the following facts:

A. The Burdened Property and groundwater underlying the property contains hazardous materials.

B. Contamination of the Burdened Property. Soil at the Burdened Property was contaminated by releases from petroleum underground storage tanks. These releases resulted in contamination of soil and groundwater with organic chemicals including benzene, toluene, ethylbenzene, xylenes, and 1,2 - dichloromethane, which are hazardous materials as that term is defined in Health & Safety Code Section 25260. Removal of underground storage tanks and remediation of the petroleum hydrocarbons was initiated in January 1988 and is summarized below:

Tank, Line and Dispenser Removal

Four (4) underground fuel storage tanks containing gasoline and diesel fuel and associated piping were removed in December 1988. One (1) 1,000 gallon used-oil tank was removed in January 1989.

Remedial Actions

Soil Excavation: Between January and March 1989, 1,200 cubic yards of soil

were removed in the area of the former underground storage tanks and associated piping. This soil was treated onsite and replaced back in the excavated area.

Liquid Petroleum Hydrocarbon Removal: Liquid petroleum hydrocarbons were removed using a product skimming system from the subsurface during January through March 1989. Approximately 1,800 gallons were removed during this time period.

Soil Vapor Extraction: A soil vapor extraction system operated from January 1994 to December 1995 and removed an estimated 5,200 gallons of hydrocarbon.

Multi-phase Extraction: A multi-phase extraction system has been operating at the site since August 1997. Approximately 10,500 pounds of hydrocarbons have been removed using this system. Thickness of petroleum hydrocarbons decreased since August 1997.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in soil and groundwater on the Burdened Property. Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could take place via

- ingestion and dermal contact with surface soils and
- inhalation of volatile emissions from subsurface soils and groundwater.

The risk of public exposure to the contaminants has been substantially lessened by the remediation and controls described herein.

D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is currently an unused industrial facility and is adjacent to industrial, commercial, and residential land uses.

E. Full and voluntary disclosure to the County of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.

F. Covenantor desires and intends that in order to benefit the County, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that may have been deposited on portions of the Burdened Property.

A R T I C L E I G E N E R A L P R O V I S I O N S

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence

on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the County and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the County.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the County and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenanter desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the County real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

A R T I C L E I I D E F I N I T I O N S

2.1 County. "County" shall mean the Alameda County Environmental Health Services and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the

Burdened Property.

A R T I C L E I I I
DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED
PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

- a. Development of the Burdened Property shall be restricted to industrial and commercial use;
- b. No residence for human habitation shall be permitted on the Burdened Property;
- c. No hospitals shall be permitted on the Burdened Property;
- d. No schools for persons under 21 years of age shall be permitted on the Burdened Property;
- e. No day care centers for children or day care centers for Senior Citizens shall be permitted on the Burdened Property;
- f. No Owners or Occupants of the Property or any portion thereof shall conduct any excavation work on the Property, unless expressly permitted in writing by the County. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed by Covenantor or his agent in accordance with all applicable provisions of local, state and federal law;
- g. All uses and development of the Burdened Property shall be consistent with any applicable County Cleanup Order or Risk Management Plan (Exhibit B), each of which is hereby incorporated by reference including future amendments thereto. All uses and development shall preserve the integrity of any cap, any remedial measures taken or remedial equipment installed, and any groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the County, unless otherwise expressly permitted in writing by the County.
- h. No Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the County.
- i. The Owner shall notify the County of each of the following: (1) The type, cause, location and date of any disturbance to any cap, any remedial measures taken or remedial equipment installed, and of the groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the County, which could affect the ability of such cap or remedial measures, remedial equipment, or monitoring system to perform their respective functions and (2) the type and date of repair of such disturbance. Notification to the County shall be made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs. The Covenantor agrees that the County, and/or any persons acting pursuant to County

cleanup orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code

J No Owner or Occupant of the Burdened Property shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Burdened Property All use and development of the Burdened Property shall preserve the integrity of any capped areas In the event that the site is to be redeveloped for commercial or industrial land use, replacement of the existing building slab during site development may be acceptable provided that

- 1 The new building slab provides a similar or greater level of protection from vapor intrusion as the existing building slab
- 2 No subsurface structures are constructed other than utility trenches
- 3 No unexpected conditions are encountered during removal of the existing slab
- 4 The new perimeter building foundation will extend to a similar depth as the existing perimeter foundation to potentially provide a similar barrier to off-site contaminant migration
- 5 Approved development/construction plans are to be submitted to the County for review and approval to assure that the above conditions are met and the integrity of the cap will be maintained

3 2 Enforcement Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3 1, shall be grounds for the County, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph Violation of the Covenant shall be grounds for the County to file civil actions against the Owner as provided by law

3 3 Notice in Agreements After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the property Any such instrument shall contain the following statement

The land described herein contains hazardous materials in soils and in the ground water under the property, and is subject to a deed restriction dated as of _____, _____, 2011, and recorded on _____, 2011, in the Official Records of _____ County, California, as Document No _____, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein This statement is not a declaration that a hazard exists

A R T I C L E I V
VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the County for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the County for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

A R T I C L E V
MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency 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:

If To: "Covenantor"
Encinal 14th Street, LLC
c/o Hall Equities Group
1855 Olympic Boulevard, Suite 250
Walnut Creek, CA 94596

If To: "County"
Alameda County Environmental Health
Services Attention: Director
1131 Harbor Bay Parkway
Alameda, California 94502

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.5 Recordation. This instrument shall be executed by the Covenantor and by the

Director of Environmental Health Services. This instrument shall be recorded by the Covenantor in the County of Alameda within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor: Encinal 14th Street, LLC,
a California limited liability company

By: Hall Encinal, Inc.,
a California corporation,
its Manager

By: 
Mark D. Hall, President

Date: 2/4/11

Agency: Alameda County Environmental Health Services

By: 

Title: Director

Date: 2/9/11

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On Feb. 4, 2011 before me, Kelly Thach, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Mark D. Hall
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kelly Thach
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

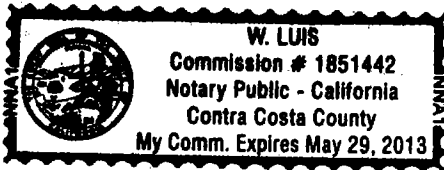
State of California

County of Alameda }

On 2/9/11 before me, W. Luis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ario Levi
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

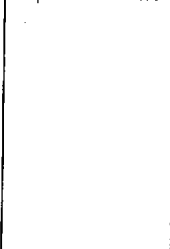
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

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

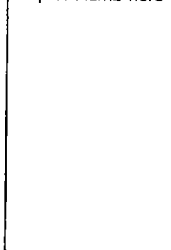
RIGHT THUMBPRINT OF SIGNER
Top of thumb here



Signer Is Representing: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



Signer Is Representing: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATES THAT THEY ARE THE OWNER OF THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES ON THE HEREIN EMBODIED MAP ENTITLED "PARCEL MAP 9733, CITY OF OAKLAND, ALAMEDA COUNTY, STATE OF CALIFORNIA"; THAT SAID OWNERS ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THE DEED RECORDED ON JUNE 12, 2000 UNDER SERIES NO. 2000175666, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA; THAT THEY CONSENT TO THE PREPARATION AND FILING OF THIS MAP.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES, OR OF RECORD.

OWNER:
ENCINAL 14TH STREET, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: HALL ENCINAL, INC., A CALIFORNIA CORPORATION
ITS: MANAGER

BY: Mark D. Hall
MARK D. HALL
ITS: PRESIDENT

OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Contra Costa) SS

ON September 3, 2008 BEFORE ME,
Kelly Thaler A

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED

Mark D. Hall

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE /THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE Kelly Thaler

NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

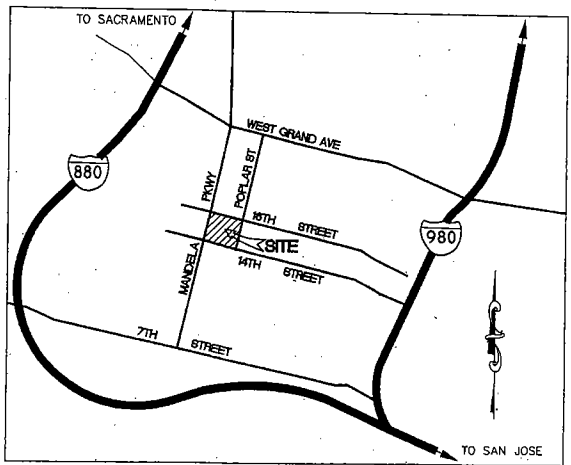
PRINCIPAL COUNTY OF BUSINESS: Contra Costa
COMMISSION EXPIRES: Oct. 22, 2011
COMMISSION # OF NOTARY: 1775049

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE ENCINAL 14TH STREET, LLC IN JULY OF 2008. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE PARCEL MAP, IF ANY. I HEREBY STATE THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: 09/22/08

VINCENT J. D'ALO
L.S. 4210
EXPIRATION DATE: 6-30-10



VICINITY MAP
NTS

CITY ENGINEER'S STATEMENT

I, RAYMOND M. DERANIA, INTERIM CITY ENGINEER, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY ENGINEER OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, FOR THE PURPOSE OF REVIEWING SUBDIVISION MAPS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREON EMBODIED PARCEL MAP ENTITLED "PARCEL MAP 9733, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA," THAT THE SUBDIVISION AS SHOWN UPON SAID PARCEL MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARING ON THE TENTATIVE PARCEL MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT SAID PARCEL MAP COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE AND THE LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THE PARCEL MAP IS TECHNICALLY CORRECT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 15th DAY OF September, 2008

R.M. Derania

RAYMOND M. DERANIA, RCE 27815
INTERIM CITY ENGINEER
ALAMEDA COUNTY, STATE OF CALIFORNIA
LICENSE EXPIRES: 03-31-10



SEISMIC HAZARD DISCLOSURE NOTE:

THIS REAL PROPERTY LIES WITHIN A SEISMIC HAZARD ZONE—LIQUEFACTION ZONE PURSUANT TO SECTION 2696 OF THE STATE OF CALIFORNIA PUBLIC RESOURCES CODE. THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS PREPARED BY THE STATE GEOLOGIST ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL DISASTERS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

PARCEL MAP 9733

ALL OF LOTS 7, 8, 9, 10, 11, 12, 13, AND 14 AND PORTIONS OF LOTS 5, 6, AND 15, BLOCK 583, FILED APRIL 25, 1891 (10 M 56); ALL OF LOTS 7, 8, 19, 30, 31, AND 32 AND A PORTION OF LOT 29, BLOCK 583, MAP NO. 1 OF A PORTION OF THE SCOTCHLER TRACT AND VICINITY FILED DECEMBER 10, 1874 (7 M 21); ALL OF LOTS 6, 9, 10, 11, 14, 16, 17, 18, 20 AND 21 AND PORTIONS OF LOTS 4, 5, 12, 13, 15, AND 22, BLOCK 583, MAP OF THE SCOTCHLER TRACT FILED NOVEMBER 3, 1870 (2 M 10); A PORTION OF 15TH STREET (2 M 10); A PORTION OF KIRKHAM STREET (2 M 10); ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 19, 20, 21, 22, 23 AND PORTIONS OF LOTS 13, 16, 17, 18, 24, AND 25, BLOCK 584, REVISION OF BLOCKS 584, 585, 601, 153, AND 580A FILED MAY 1, 1885 (4 M 25) ALL IN ALAMEDA COUNTY RECORDS.
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

AUGUST 2008

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, Tanya Hixson Graft, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE IN CONFORMANCE WITH THE REQUIREMENTS OF SECTIONS 66492 AND 66493 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED: 9/16/08

CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF ALAMEDA, STATE OF CALIFORNIA
\$82,466.00

BY: [Signature]
DEPUTY CLERK

RECORDER'S CERTIFICATE

FILED AT THE REQUEST OF FIRST AMERICAN TITLE INSURANCE COMPANY AT 12:00 pm on the 16th DAY OF September, 2008
RECORDER'S SERIAL NO. 2008027916
IN BOOK 310 OF MAPS AT PAGES 71-72 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.
Fee \$11.00

COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: [Signature]



Parcel Map 9733

Map BK 310 pp 11-12

NOTES

- ① SUBJECT TO ANY RIGHTS RESERVED PER 431 M 521 AND SERIES 83-212906.
- ② RIGHTS OF INGRESS/EGRESS TO ANY PROPOSED STATE OF CALIFORNIA FREEWAY ARE RESERVED BY 7804 OR 225 AND 7749 OR 447.

PARCEL MAP 9733

ALL OF LOTS 7, 8, 9, 10, 11, 12, 13, AND 14 AND PORTIONS OF LOTS 5, 6, AND 15, BLOCK 583, FILED APRIL 25, 1891 (10 M 56); ALL OF LOTS 7, 8, 19, 30, 31, AND 32 AND A PORTION OF LOT 29, BLOCK 583, MAP NO. 1 OF A PORTION OF THE SCOTCHLER TRACT AND VICINITY FILED DECEMBER 10, 1874 (7 M 21); ALL OF LOTS 6, 9, 10, 11, 14, 16, 17, 18, 20 AND 21 AND PORTIONS OF LOTS 4, 5, 12, 13, 15, AND 22, BLOCK 583, MAP OF THE SCOTCHLER TRACT FILED NOVEMBER 3, 1870 (2 M 10); A PORTION OF 15TH STREET (2 M 10); A PORTION OF KIRKHAM STREET (2 M 10); ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 19, 20, 21, 22, 23 AND PORTIONS OF LOTS 13, 16, 17, 18, 24, AND 25, BLOCK 584, REDIVISION OF BLOCKS 584, 585, 601, 153, AND 580A FILED MAY 1, 1885 (4 M 25) ALL IN ALAMEDA COUNTY RECORDS.

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

AUGUST 2008 1"=50'



ALIQUOT
PLANNERS
CIVIL ENGINEERS
SURVEYORS

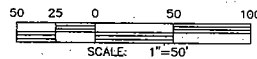
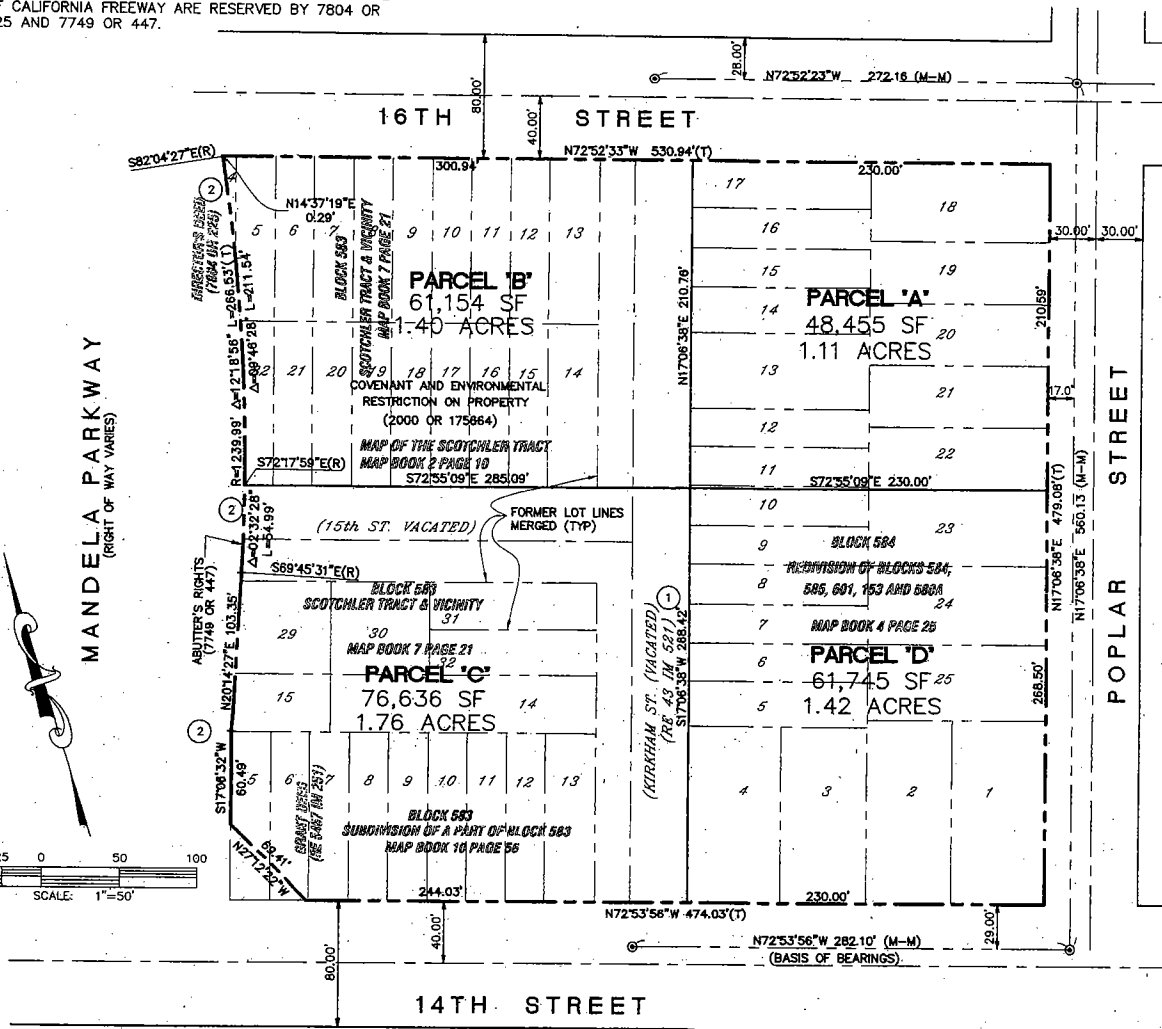
1390 SOUTH MAIN STREET, SUITE 310
WALNUT CREEK, CA. 94596

LEGEND

- ⊙ FOUND STANDARD STREET MONUMENT
- (M-M) MONUMENT TO MONUMENT
- BOUNDARY
- LOT LINE
- MONUMENT LINE
- CENTER LINE
- SF SQUARE FEET
- (T) TOTAL

REFERENCES

- R1: BLOCK 583, APRIL 25, 1891 (10 M 56)
- R2: BLOCK 583, MAP NUMBER 1 OF A PORTION OF THE SCOTCHLER TRACT AND VICINITY, DECEMBER 10, 1874 (7 M 21)
- R3: BLOCK 583, MAP OF THE SCOTCHLER TRACT NOVEMBER 3, 1870 (2 M 10)
- R4: BLOCK 584, REDIVISION OF BLOCKS 584, 585, 601, 153 AND 580A MAY 1, 1885 (4 M 25)



08/10

EXHIBIT B

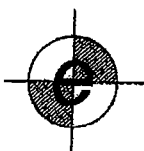
Report to:

Nestlé USA, Inc.
800 North Brand Boulevard
Glendale, California 91203

Risk Management Plan
1310 14th Street, Oakland, CA

February 3, 2011

Prepared By:



ENVIRONMENTAL COST MANAGEMENT, INC.
Managing Cost and Liability

3525 Hyland Avenue, Suite 200
Costa Mesa, California 92626
Main: (714) 662-2758 Fax: (714) 662-2758
www.ecostmanage.com

Binayak Acharya

Binayak Acharya
Program Manager

February 3, 2011
Date

Brent Searcy

Brent Searcy, P.E.
Senior Engineer

February 3, 2011
Date



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APPENDICES

- Appendix A: Covenant and Environmental Restriction (Deed Restriction)

ACRONYMS and ABBREVIATIONS

AB	Assembly Bill
ACEH	Alameda County Environmental Health
BTEX	benzene, toluene, ethylbenzene, total xylenes
bgs	below ground surface
Cal/EPA	California Environmental Protection Agency
CAP	<i>Corrective Action Plan</i>
CCR	California Code of Regulations
CFR	Code of Federal Regulations
COFS	City of Oakland Fire Services
COPCs	chemicals of potential concern
1,2-DCA	1,2-dichloroethane
HASP	health and safety plan
HVOCs	halogenated volatile organic compounds
IIPP	Injury and Illness Prevention Program
LPH	liquid-phase hydrocarbons
µg/kg	micrograms per kilogram
mg/kg	milligrams per kilogram
ND	non-detect
PCBs	polychlorinated biphenyls
RBCA	risk-based corrective action
RMP	<i>Risk Management Plan</i>
SCM	<i>Site Conceptual Model</i>
TPH-d	Total petroleum hydrocarbons in the diesel range
TPH-g	Total petroleum hydrocarbons in the gasoline range
TPH-mo	Total petroleum hydrocarbons in the motor oil range
USEPA	United States Environmental Protection Agency
USTs	underground storage tanks
VOCs	volatile organic compounds

1. INTRODUCTION

On behalf of Nestlé USA, Inc. (Nestlé), Environmental Cost Management, Inc. (ECM) has prepared this *Revised Risk Management Plan (RMP)* for the Site located at 1310 14th Street, Oakland, California (**Figure 1**). **Figure 2** outlines the area for which the restrictions and risk management protocols discussed in this document apply. This RMP responds to requests made in a June 9, 2010 letter from the Alameda County Environmental Health Care Services (ACEH). The June 9, 2010 letter acknowledged ECM's submittal of the April 2010 *Corrective Action Plan (CAP) Report*¹ and requested the RMP as part of the recommended final corrective action and institutional controls for the Site. The RMP includes the Deed Restriction filed for the portion of the property formerly operated by Nestlé (**Appendix A**). In addition, potential health risks associated with commercial/industrial occupants at the Site have been evaluated and documented in the May 18, 2009 *Screening Health Risk Evaluation* and the March 22, 2010 *Sub-slab Soil Gas Sampling and Analysis Report*.

This RMP describes the specific risk management measures that will be implemented prior to, during, and after any future development of the Site. It was prepared solely for use within the Site and is not intended for management of risks outside of this area. Although this RMP sets forth the requirements to appropriately manage the chemicals in soil and groundwater, the RMP is not intended to catalog all other legal requirements that may apply to the project or to activities conducted within the Site area.

Current and future owners and lessees, occupants and managers, or contractors delegated or authorized to perform property maintenance or construction are required to comply with the measures identified in the RMP when engaging in the relevant activities discussed. A Deed Restriction for the portion of the property formerly operated by Nestlé (Site) has been recorded in February 2011 with the ACEH (**Appendix A**). **Figure 2** shows the deed-restricted portion of the property, referred to as the Site in this RMP report. The Deed Restriction requires Owner and/or Lessee compliance with the RMP measures. Specifically, the Deed Restriction places responsibility for compliance with the Owner and/or Lessee of the Site at the time the activity is conducted, even when such Owner or Lessee has contracted with another party to perform those measures. The term "Owner" or "Owners", as used in this RMP, shall mean those persons (whether individuals, corporations, or other legal entities) who, at such time when activities regulated by this RMP are conducted, hold title to the Site. The term "Lessee" or "Lessees", as used in this RMP, shall mean those persons who are entitled by ownership, leasehold, license, permit, or other legal relationship with the Owner, to enter and exclusively occupy the Site and to engage in activities that are regulated by this RMP. A former Owner or former Lessee, licensee, permittee, or other former holder of a property or contract right who, at such time when activities regulated by this RMP are conducted, no longer holds an interest in title to a parcel or no longer has a property or contract interest in a parcel, will not be considered an Owner or Lessee for the purposes of this RMP.

The California Environmental Protection Agency (Cal/EPA) has designated ACEH as the "Administering Agency" under Assembly Bill (AB) 2061, in December 1998. As the Administering Agency, ACEH is responsible for overseeing implementation of the CAP recommendations, approval of the necessary institutional control documents (i.e., this RMP and the associated Deed Restriction (**Appendix A**)), and closure requirements of the Site.

The *Screening Health Risk Evaluation and 2010 Sub-slab Soil Gas Sampling and Analysis Report* concluded that the chemicals of potential concern (COPCs) observed at the Site do not pose a significant risk to daily site occupants under a commercial/industrial land use scenario, provided that a surface cap of the soil, exclusive of minor landscape areas, is maintained. The surface cap consists of the existing building foundation and paved surfaces that prevent direct exposure to residual contamination. In addition, implementation of risk management practices, as described in this RMP, is recommended to address potential health risks associated with direct exposure of construction workers to chemicals beneath the site during any work requiring disturbance of the cap.

2. SITE BACKGROUND

2.1. SITE LOCATION

The property is located at 1310 14th Street, Oakland, California. The deed-restricted area is located in the northwest portion of the property (**Figure 1**). The deed-restricted portion of the property is bounded by 16th Street to the north and Mandela Parkway to the west. As of the date of this RMP, an "L" shaped building is present on the Site. The "L" shaped building once housed warehouse and service bay facilities.

The topography slopes gently to the west, toward San Francisco Bay. Land use in the immediate area is primarily light industrial, with some commercial property and residences located east and west of the property.

2.2. SITE HISTORY

Ice cream and packaged milk were once manufactured on the Site. The Site was also used for the distribution of ice cream and packaged fresh milk by trucks. A maintenance yard for vehicles used in the distribution of dairy products operated at the facility and included underground fuel and waste oil storage tanks.

The original facilities were constructed by American Creamery in 1915. The Carnation Company purchased the property in 1929 and made additions and improvements to the buildings between 1946 and 1973 for dairy product processing and distribution. Nestlé (as Nestlé USA, Inc.) assumed operation of the property following the purchase of Carnation in approximately 1985. Nestlé ceased operations at the property in 1991, and the property, including the Site (northwestern portion of property) was sold to Encinal 14th Street, LLC in July 2000.

2.2.1. ADJACENT LAND USE

Land use surrounding the property/Site is light industrial and residential. Facilities to the north and south of the Site are primarily light industrial. Immediately east of the site are light industrial facilities, with residential land use extending from approximately one block east of the Site to Interstate 980 (I-980). West of the Site is a mixed light industrial and residential area.

ETIC Engineering conducted database searches and door-to-door well surveys for areas surrounding the site in November 1999². No active water supply wells were identified during

these efforts. The January 2001 *Comprehensive Site Characterization Report*³ documents the aforementioned well surveys and database searches.

2.3. SUMMARY OF SITE INVESTIGATIONS AND CURRENT ENVIRONMENTAL CONDITIONS

Following the discovery of hydrocarbons in the subsurface during the December 1988 and January 1989 excavation of underground storage tanks (USTs) at the Site, multiple phases of site characterization and remediation have taken place. The following sections provide an overview of the delineation of COPCs, as well as the various remediation activities undertaken to address impacts at the Site.

2.3.1. SOIL GAS CHARACTERIZATION

Soil gas samples were collected across the Site during three separate studies (August 1999, May 2008, and January 2010) to evaluate the magnitude and extent of volatile organic compounds (VOCs) in shallow soil gas. All soil gas investigations addressed soil vapor conditions following active remediation activities. As directed by ACEH, a focused sub-slab vapor sampling event was conducted in January 2010.

Following the May 2009 submittal of a Draft CAP Report and the *Screening Health Risk Evaluation*, ACEH requested additional subslab sampling to verify the site-specific calculation of exposure risks to on-site commercial workers. Sub-slab soil gas sampling was performed on January 6, 2010 at six locations beneath the existing, unoccupied onsite commercial/industrial building. The results of the subslab sampling were reported in the March 2010 *Sub-slab Soil Gas Sampling and Analysis Report*.

The findings of the sub-slab soil gas data evaluation included:

- No chemical was detected in any sample at a concentration exceeding its cancer-based or noncancer-based screening level.
- The estimated cumulative cancer risk at every sampling location is below the accepted exposure level of 1×10^{-6} , as defined, and endorsed by, relevant state and federal agencies⁴.
- The estimated cumulative noncancer hazard index ranges from 0.0094 to 0.12 across the six primary sub-slab soil gas samples, and thus is below the threshold noncancer level of 1.0 at all locations.

These results are consistent with the previous screening-level vapor intrusion evaluation of the building, and confirm the lack of exposure risks to on-site commercial workers posed by residual hydrocarbon impacts currently beneath the Site.

2.3.2. SOIL CHARACTERIZATION

Three separate historical field investigations in 1991, 1999, and 2008 involved subsurface soil sampling and analysis. Soil data gathered after active remediation activities were integrated into the three dimensional model of hydrocarbon impacts presented in the November 2008 *Revised Site Conceptual Model Report* (Revised SCM Report)⁵.

The 1991 soil boring investigation data indicated that impacts from total petroleum hydrocarbons in the gasoline range (TPH-g) were mainly limited to the 5 to 15-foot interval

below ground surface (bgs). The maximum TPH-g concentration at 5 feet bgs was 2,500 milligrams per kilogram (mg/kg). At 10 feet bgs, the maximum TPH-g concentration was 10,000 mg/kg. By 15 feet bgs, the maximum TPH-g concentration dropped to 1,900 mg/kg, and at 20 feet bgs, the maximum TPH-g level decreased to 260 mg/kg.

The distribution of total petroleum hydrocarbons in the diesel range (TPH-d) followed a pattern similar to that of TPH-g. The maximum TPH-d impact at 5 feet bgs was 470 mg/kg. At 10 feet bgs, the maximum TPH-d concentration increased to 940 mg/kg. By 20 feet bgs, the maximum TPH-d concentration dropped to 23 mg/kg.

Thirteen soil borings were advanced and sampled during the August 1999 soil investigation. The locations of the borings represented subsurface conditions in the area downgradient (NNW) of the UST source areas and assessed impacts beneath the footprint of the L-shaped building on the northwest edge of the property. Low levels (at or below 2.7 micrograms per kilogram [$\mu\text{g}/\text{kg}$]) of 1,2-dichloroethane (1,2-DCA), toluene, ethylbenzene and total xylenes were observed in the 3.5 to 4-foot bgs interval. The maximum TPH-d was 1,200 mg/kg in this interval.

Sporadic concentrations of hydrocarbons and halogenated-VOCs (HVOCs) characterized the soil at the water table (6.5 to 7 feet bgs). Concentrations of 1,2-DCA ranged from below laboratory reporting limits at multiple locations, to 430 $\mu\text{g}/\text{kg}$ of 1,2-DCA. Concentrations of TPH-g ranged from 2.25 to 10,100 mg/kg, and TPH-d ranged from 60 to 2,900 mg/kg. Benzene concentrations ranged from 0.07 to 76 mg/kg.

For the May 2008 soil sampling investigation, 15 soil borings were advanced using a 2-inch diameter direct-push Geoprobe[®] coring method and logged⁶. Soil samples were analyzed for TPH-g, TPH-d, and TPH as motor oil (TPH-mo). Soil samples were also analyzed for 1,2-DCA. Elevated levels of hydrocarbons were detected at borings located to the north and northwest of the former UST locations. TPH-g ranged from non-detect (ND) up to 12,000 mg/kg. TPH-d ranged from ND up to 17,000 mg/kg. TPH-mo ranged from ND up to 13,000 mg/kg. Concentrations of 1,2-DCA were not detected above detection limits at any of the soil boring sampling locations.

2.3.3. GROUNDWATER CHARACTERIZATION

As many as 65 monitoring wells were sampled quarterly and semi-annually to characterize dissolved hydrocarbons and VOCs in groundwater between 1994 and 2004. The number of wells monitored was reduced in 2004, consistent with ACEH approval in November 2002. Between December 2002 and late 2004, 11 monitoring wells were sampled. Grab groundwater samples were collected during the May 2008 soil boring investigation. Cumulative groundwater monitoring results (1993 through 2008) are provided in the November 2008 Revised SCM Report⁷

Historical groundwater results indicate that TPH-g and benzene detections above reportable limits are generally limited to the area immediately downgradient (NNW) of the former USTs. Groundwater monitoring data do not indicate any predominant or persistent source of HVOCs.

ACEH had also requested delineation of the potential presence of polychlorinated biphenyls (PCBs) in the subsurface at the Site⁸, which was completed as part of the May 2008 soil investigation discussed in Section 2.3.2. Groundwater samples were collected during this

investigation and analyzed for PCBs at eight boring locations. No PCBs were detected⁹. The absence of PCB detections in groundwater confirms that PCBs are not present at the Site.

Liquid phase hydrocarbons (LPH) were first observed at the Site in the area of the USTs and maintenance bays during UST removal in 1988. Following the cessation of regular LPH monitoring in August 2001, semi-annual groundwater sampling was continued at 11 on- and off-site wells from November 2002 through November 2004. LPH was not observed in any of the 11 monitoring wells monitored as part of the semi-annual sampling events.

2.4. DEED RESTRICTION

A Covenant and Environmental Restriction on Property (Deed Restriction) between Encinal 14th Street LLC and ACEH. The entire property was sold by Nestlé to Encinal 14th Street, LLC in July 2000. A complete copy of the Deed Restriction is included as **Appendix A**. The Deed Restriction included in Appendix A replaces Covenants and Environmental Restrictions signed by the City of Oakland Fire Services on June 12, 2000.

3. SUMMARY OF HEALTH RISKS

Risk assessments were performed in support of the April 2010 Revised CAP Report for the site in order to document any human health risks associated with residual comprehensive site characterization and the low risk designation requirement for the Site. These risk analyses focus on potential health risks to construction workers and future daily occupants at and in the vicinity of the Site.

The Revised SCM Report provides a basis for the characterization of residual COCs used in the assessment of the fate and transport, and potential exposure scenarios, considered in the *Screening Health Risk Evaluation* and the *Sub-slab Soil Gas Sampling and Analysis Report*. As indicated in these risk assessment documents, complete exposure pathways associated with daily onsite and offsite occupants include:

- Ingestion, inhalation, and dermal contact with surface soils (onsite industrial/commercial workers);
- Inhalation of volatile emissions and/or particulates from subsurface soils and groundwater to indoor air (onsite industrial/commercial workers);
- Inhalation of volatile emissions and/or particulates from subsurface soils and groundwater to outdoor air (onsite industrial/commercial workers);
- Inhalation of volatile emissions and/or particulates from groundwater to indoor air (offsite residents); and
- Inhalation of volatile emissions and/or particulates from groundwater to outdoor air (offsite residents).

The risk assessment documents do not include an evaluation of health risks to potential intermittent receptors such as site visitors and/or trespassers; however, the risks to daily site occupants may be used as a conservative estimate of risks to intermittent receptors.

Conclusions of the risk-based corrective action (RBCA) analyses for onsite and offsite receptors include:

- Risks/hazards associated with direct exposure of daily site (commercial/industrial) occupants to observed levels of chemicals in surface soils are protective of United States Environmental Protection Agency (USEPA)-defined target risk/hazard levels;
- Risks/hazards associated with onsite (commercial/industrial) indoor and outdoor air inhalation of volatiles detected in shallow soil vapor samples are protective of USEPA-defined target risk/hazard levels;
- Risks/hazards associated with offsite (residential) indoor and outdoor air inhalation of volatiles detected in groundwater at offsite locations are protective of USEPA-defined target risk/hazard levels; and
- Risks/hazards associated with onsite outdoor intrusive construction workers are above the accepted exposure levels as defined, and endorsed by, relevant state and federal agencies¹⁰. However, this cancer risk and noncancer hazard were attributable entirely to assumed dermal contact with COPCs in groundwater at the bottom of a construction trench, and do not account for personal protective equipment that intrusive construction workers would be required to use. Therefore, to protect construction workers from potentially hazardous exposure levels at the Site, the recommendations in this RMP document should be implemented.

4. RISK MANAGEMENT MEASURES DURING SITE DEVELOPMENT

As of December 2010, specific future development and/or construction plans for this site are unknown. This section discusses risk management measures to be followed in the event that disturbance of the cap (existing building or paved surfaces) is necessary as part of site development for commercial or industrial land use. For any activities that will disturb the existing cap, including construction of a new structure, excavation or grading, or other alterations to the cap, approved development/construction plans are to be submitted to ACEH for review and approved to assure that integrity of the cap will be maintained. As noted in the Deed Restriction, replacement of the existing building slab during site development may be acceptable provided that:

1. The new building slab provides a similar or greater level of protection from vapor intrusion as the existing building slab.
2. No subsurface structures are constructed other than utility trenches.
3. No unexpected conditions are encountered during removal of the existing slab.
4. The new perimeter building foundation will extend to a similar depth as the existing perimeter foundation to potentially provide a similar barrier to off-site contaminant migration.
5. Approved development/construction plans are to be submitted to the County for review and approval to assure that the above conditions are met and the integrity of the cap will be maintained.

Should excavation be permitted as part of redevelopment, the primary exposure to chemicals at the Site will be associated with construction workers. As indicated in Section 3, risk management measures are recommended for protection of construction workers. To this end, risk management measures were developed to provide adequate protection to human health for onsite construction workers during development of the Site. Additional measures may be necessary to protect nearby residents and site visitors during the excavation and construction activities.

Development activities at the facilities may include various site preparation activities such as, but not limited to, excavation, stockpiling, trenching, site grading, backfilling, and dewatering that may disturb the native soils and/or groundwater beneath the Site. Specifically, potential events or activities associated with development of the Site that may result in potential health impacts to onsite construction workers during development include:

- Dust generation associated with soil excavation and trenching, grading, loading activities, backfilling, movement of construction and transportation equipment, and fugitive dust generation from winds traversing an exposed soil stockpile; and
- Potential contact with subsurface chemicals during trenching and excavation.

The risk management measures that will control potential impacts associated with each of these activities are described below. Management measures that are recommended to control potential impacts on construction workers, contractors, and short-term intrusive workers who may be engaged in limited excavation activities, such as utility repair, are also described below.

4.1. PROTOCOLS FOR FUTURE EXCAVATION ACTIVITIES

If plans for excavation activities are approved by ACEH, proper health and safety protocol should be followed during any excavation activity. Any impacted soil subject to excavation and brought to the surface by grading, excavation, trenching, or backfilling shall be managed in accordance with all applicable provisions of local, state, and federal laws.

4.2. SITE-SPECIFIC HEALTH AND SAFETY REQUIREMENTS AND SAFETY PLAN

The construction contractor shall assume full responsibility and liability for the compliance with provisions of the Work Hours and Safety Standard Act (40 U.S.C. 327 et seq.). The construction contractor shall comply with all applicable safety regulations and other requirements, including, but not limited to, the following:

- Code of Federal Regulations (CFR), Title 29-Labor
- State of California, California Code of Regulations (CCR), Industrial Relations
- Medical Surveillance Programs (e.g., OSHA, 29 CFR 1200)
- Injury and Illness Prevention Programs (e.g., SB 198, 8 CCR, CAL/OSHA, GISO 3203 Section 5192, and CSO 1509/GISO 3203)
- Implementation of mitigation measures under California Environmental Quality Act (CEQA), if any

- The Construction Standard (29 CFR 1926)
- Workers' Right to Know (29 CFR 1910.120)
- Section 6360-99 of the California Labor Code (Hazard Communication)

During construction and site development activities, workers that may directly contact contaminated soil or groundwater at the Site must perform their activities in accordance with a hazardous operations site-specific health and safety plan (HASP). The construction contractor will be responsible for development and implementation of the HASP in compliance with all applicable federal, state, and local regulations and requirements. The HASP shall be prepared by a Certified Industrial Hygienist. Preparation of a HASP will be required for, but not limited to, site preparation work including grading, utility installation, foundation construction, service pit construction, and other activities where workers might directly contact impacted soil or groundwater beneath the Site.

4.3. CONSTRUCTION IMPACT MITIGATION MEASURES

Measures must also be implemented to mitigate potential health impacts on construction workers, should they be exposed directly to chemicals in soil and groundwater underlying the Site. Potential exposure pathways associated with onsite construction workers include inhalation, incidental ingestion, and dermal contact with chemicals in soils and groundwater.

Specifically, measures that must be implemented to mitigate potential impacts during construction include the following:

- Each contractor will prepare and implement a site-specific HASP to address the potential exposure to contaminated soils and groundwater during construction;
- Dust control through spraying of water and other techniques to minimize mobility of impacted soils toward offsite locations; and
- Minimize soil and groundwater contact by onsite construction worker.

Details of these mitigation measures, except the site-specific HASP, are described below.

4.3.1. DUST CONTROL

Dust controls must be implemented to prevent offsite dispersion and accumulation of impacted soils and to comply with applicable regulations pertaining to air quality and nuisance control. Potential construction activities that could generate dust and warrant risk management measures include: (1) excavation and stockpile control; (2) onsite construction vehicle traffic, and (3) windblown soil.

Alameda County may require monitoring of dust generation during site construction at the Site. Results of the monitoring will be used by the construction contractor for determining the needs and appropriate dust control practices in accordance with the regulations for excavating and restoring streets in Alameda County.

Dust generation will be minimized by all appropriate measures, which may include, but not be limited to, the following:

- Wetting of surface soils and spoil piles during excavation, trenching, compaction, and site grading and paving;

- Control of excavation techniques to minimize dust generation such as minimizing drop distances; and
- Covering of stockpiles, if present, with visqueen or other suitable membrane covers.

Additional measures, if required, may be utilized at the discretion of the construction contractor.

4.3.2. MINIMIZING SOIL AND GROUNDWATER CONTACT BY CONSTRUCTION WORKER

Existing data indicate the subsurface presence of chemicals in unsaturated soils, saturated soils, and groundwater beneath the Site. Shallow groundwater beneath the Site occurs at depths ranging from 5 to 10 feet bgs. Details of the hydrogeological characterization are presented in the Revised SCM Report¹¹.

Future construction work at the site may involve excavation and/or direct contact with chemicals above and below the water table. To mitigate risks associated with this exposure, the construction contractor shall develop and implement a site-specific HASP. Examples of health and safety measures are the use of protective clothing, protective gloves and boots, and suitable respirators with cartridges during construction activities.

5. LONG-TERM RISK MANAGEMENT MEASURES

This section discusses long-term risk management measures necessary to maintain the surface cap and prevent exposure to residual site contamination. These long-term risk management measures require maintenance of the surface cap. The Deed Restriction for the Site indicates that no owners or occupants of the Site or any portion thereof shall conduct any excavation work on the Site, unless expressly permitted in writing by the ACEH. Sub-item (i) of Section 3.1 (Restrictions on Development and Use), of the Deed Restriction for the Site states:

"The Owner shall notify the County of each of the following: (1) The type, cause, location and date of any disturbance to any cap, any remedial measures taken or remedial equipment installed, or any groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the County, which could affect the ability of such cap or remedial measures, remedial equipment, or monitoring system to perform their respective functions and (2) the type and date of repair of such disturbance. Notification to the County shall be made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs."

These long-term risk management measures apply both prior to and following any site development. Maintenance of the surface cap is discussed in section 5.1.

5.1. MAINTENANCE OF THE SURFACE CAP

As indicated in the Deed Restriction (**Appendix A**) for the former Nestlé property, all uses and development of the Site shall maintain a surface cap of the soil, exclusive of minor landscape areas, by buildings or paved surfaces. The Maintenance and Operations Facility Manager or their designated representative must annually conduct a visual inspection of the cover to ensure that the cover materials remain in adequate shape. Damage to the integrity of the cover materials, such as major cracks, must be promptly repaired.

Upon completion of the inspection and any necessary repairs, the Maintenance and Operations Facility Manager or their designated representative will prepare a report documenting the inspection and repairs. The report will contain, at a minimum, the following information:

- Date of inspection
- Personnel conducting the inspection
- Results of the inspection
- Repairs completed to maintain the integrity of the cover

Reports must be signed by the Maintenance and Operations Facility Manager or their designated representative. Reports must be saved in a file maintained by the site occupant at the Maintenance and Operations Facility or similar location at the Site. The reports will be available for review by the ACEH.

5.2. USE OF GROUNDWATER

As indicated in the Deed Restriction (**Appendix A**) for the former Nestlé property, no owner or occupants of the Site shall drill, bore, otherwise construct, or use a well for the purpose of extracting groundwater for any use, including, but not limited to, domestic, potable, or industrial uses.

6. **ENDNOTES**

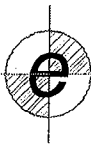
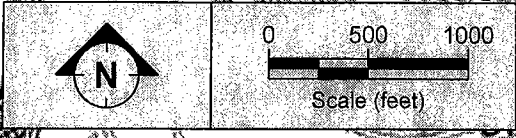
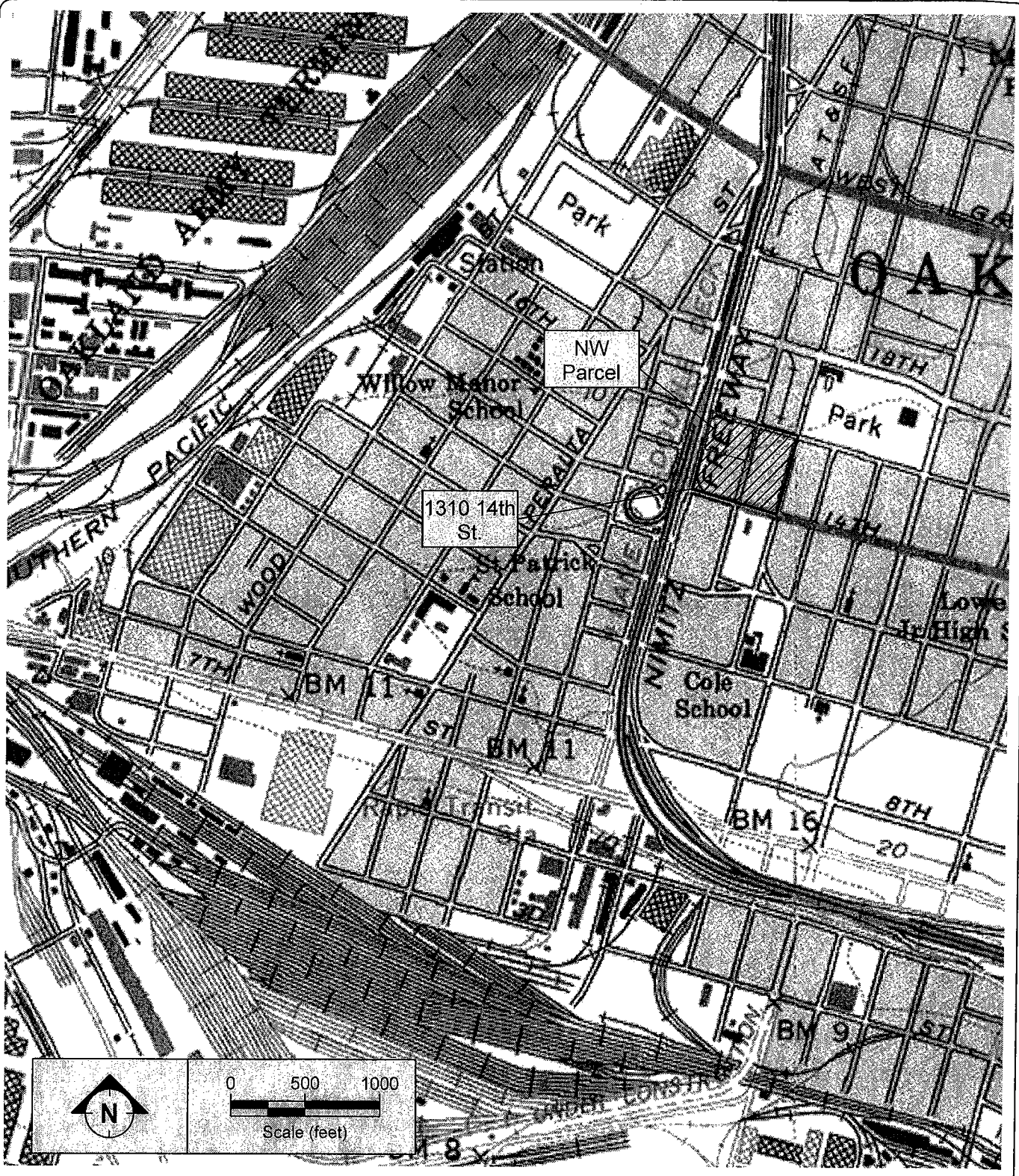
- ¹ Environmental Cost Management (ECM, Inc.). 2008. Corrective Action Plan (CAP) Report Former Nestlé USA, Inc. Facility, 1310 14th Street, Oakland, California. ECM, Costa Mesa, California. April.
- ² ETIC (ETIC Engineering, Inc.). 2001. Comprehensive Site Characterization Report, Former Nestlé USA, Inc. Facility, 1310 14th Street, Oakland, California. ETIC, Pleasant Hill, California. January.
- ³ ETIC (ETIC Engineering, Inc.). 2001. Comprehensive Site Characterization Report, Former Nestlé USA, Inc. Facility, 1310 14th Street, Oakland, California. ETIC, Pleasant Hill, California. January.
- ⁴ United States Environmental Protection Agency (USEPA). 1989. Risk Assessment Guidance for Superfund Volume I: Human Health Evaluation Manual (Part A). Interim Final. Office of Emergency and Remedial Response. December.
- ⁵ Environmental Cost Management (ECM, Inc.). 2008. Revised Site Conceptual Model Report, Former Nestlé USA, Inc. Facility, 1310 14th Street, Oakland, California. ECM, Costa Mesa, California. November.
- ⁶ Environmental Cost Management (ECM, Inc.). 2008. Revised Site Conceptual Model Report, Former Nestlé USA, Inc. Facility, 1310 14th Street, Oakland, California. ECM, Costa Mesa, California. November.
- ⁷ Environmental Cost Management (ECM, Inc.). 2008. Revised Site Conceptual Model Report, Former Nestlé USA, Inc. Facility, 1310 14th Street, Oakland, California. ECM, Costa Mesa, California. November.
- ⁸ Alameda County Health Care Services Agency. 2007. *September 28th letter directive from Jerry Wickham, P.G. to Mr. Mike Desso (Nestlé) and Mr. Mark Hall (Encinal), Fuel Leak Case No. ROO000018 and Geotracker Global ID T0600100262, Carnation Dairy, 1310 14th Street, Oakland, CA 94607, Alameda, California.*
- ⁹ Environmental Cost Management (ECM, Inc.). 2008. Revised Site Conceptual Model Report, Former Nestlé USA, Inc. Facility, 1310 14th Street, Oakland, California. ECM, Costa Mesa, California. November.
- ¹⁰ United States Environmental Protection Agency (USEPA). 1989. Risk Assessment Guidance for Superfund Volume I: Human Health Evaluation Manual (Part A). Interim Final. Office of Emergency and Remedial Response. December.
- ¹¹ Environmental Cost Management (ECM, Inc.). 2008. Revised Site Conceptual Model Report, Former Nestlé USA, Inc. Facility, 1310 14th Street, Oakland, California. ECM, Costa Mesa, California. November.

FIGURES

Figure 1: Site Location

Figure 2: Deed Restricted Area

File Path: B:\Nestle\Oakland\2010\Revised CAP Report
 Drafter: JWP
 Chkd by: B. Searcy
 Date drafted: 3/22/10
 Proj. Manager: B. Acharya
 Project: Nestle-Oakland

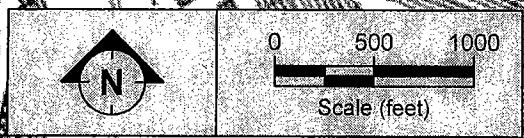
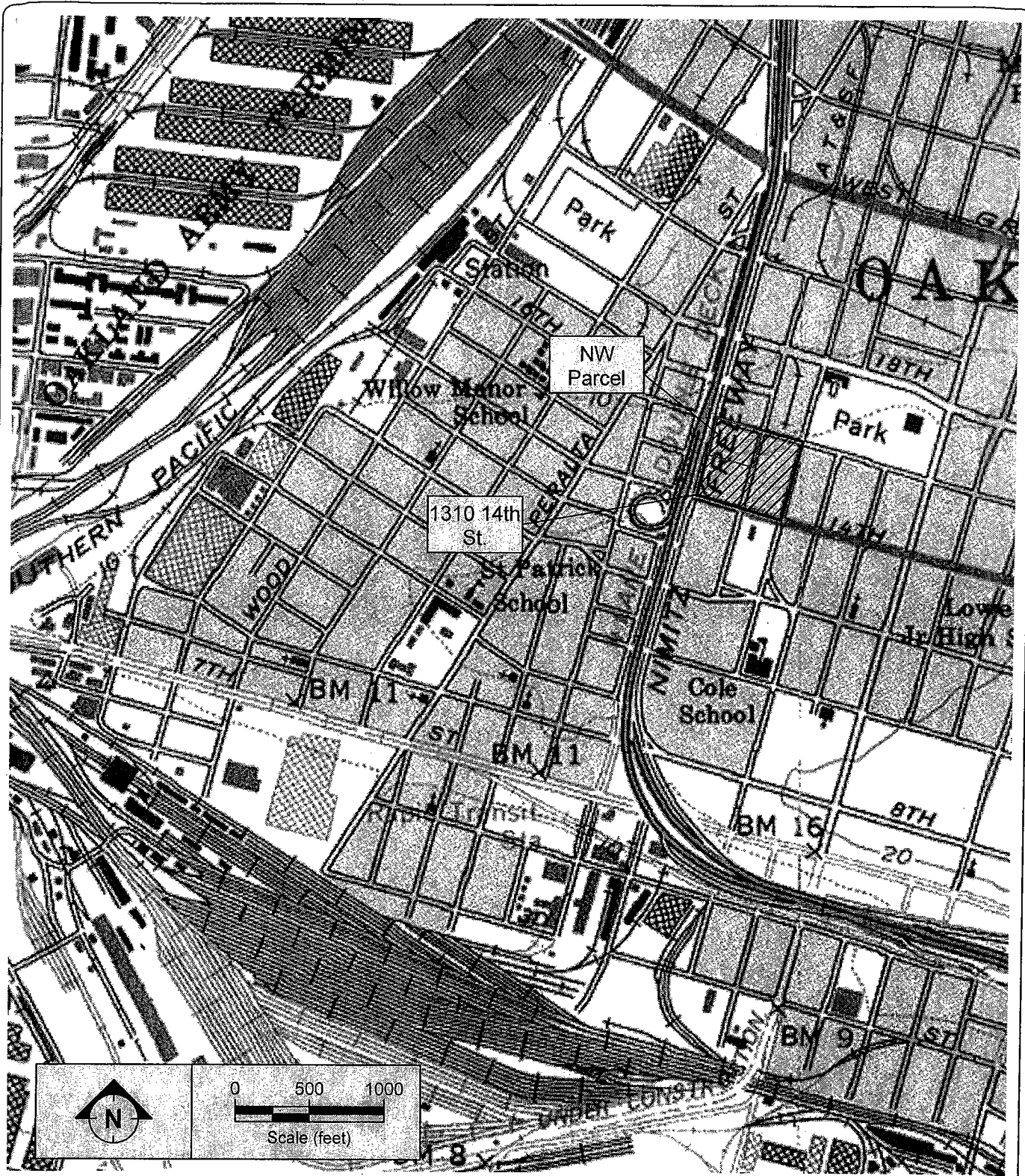


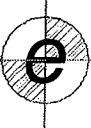
ENVIRONMENTAL COST MANAGEMENT, Inc.
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Site Location
 Former Nestle Oakland Facility
 1310 14th Street, Oakland, CA-94607

Figure
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 Proj. Manager: B. Acharya
 Project: Nestle-Oakland



 <p>ENVIRONMENTAL COST MANAGEMENT, Inc. <i>Managing Cost and Liability</i> 3525 Hyland Avenue, Suite 200 • Costa Mesa, CA 92626 Tel: (714) 662-2759 • Fax: (714) 662-2758</p>	<p>Site Location</p> <p>Former Nestle Oakland Facility</p> <p>1310 14th Street, Oakland, CA-94607</p>	<p>Figure</p> <p>1</p>

Appendix A: Covenant and Environmental Restriction (Deed Restriction)

Recording Requested By:

Encinal 14th Street, LLC
c/o Hall Equities Group
1855 Olympic Boulevard, Suite 250
Walnut Creek, CA 94596

When Recorded, Mail To:

Ariu Levi, Director
Alameda County Environmental Health Services
1131 Harbor Bay Parkway
Alameda, California 94502

COVENANT AND ENVIRONMENTAL RESTRICTION
ON PROPERTY

(APN: 005-0482-2)

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 9th day of February, 2011, by Encinal 14th Street, LLC, a California limited liability company ("Covenantor") who is the Owner of record of that certain property situated at 1385 16th Street, in the City of Oakland, County of Alameda, State of California, which is more particularly described as Parcel "B" on Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the Alameda County Environmental Health Services (the "County"), with reference to the following facts:

A. The Burdened Property and groundwater underlying the property contains hazardous materials.

B. Contamination of the Burdened Property. Soil at the Burdened Property was contaminated by releases from petroleum underground storage tanks. These releases resulted in contamination of soil and groundwater with organic chemicals including benzene, toluene, ethylbenzene, xylenes, and 1,2 – dichloromethane, which are hazardous materials as that term is defined in Health & Safety Code Section 25260. Removal of underground storage tanks and remediation of the petroleum hydrocarbons was initiated in January 1988 and is summarized below:

Tank, Line and Dispenser Removal

Four (4) underground fuel storage tanks containing gasoline and diesel fuel and associated piping were removed in December 1988. One (1) 1,000 gallon used-oil tank was removed in January 1989.

Remedial Actions

Soil Excavation: Between January and March 1989, 1,200 cubic yards of soil

were removed in the area of the former underground storage tanks and associated piping. This soil was treated onsite and replaced back in the excavated area.

Liquid Petroleum Hydrocarbon Removal: Liquid petroleum hydrocarbons were removed using a product skimming system from the subsurface during January through March 1989. Approximately 1,800 gallons were removed during this time period.

Soil Vapor Extraction: A soil vapor extraction system operated from January 1994 to December 1995 and removed an estimated 5,200 gallons of hydrocarbon.

Multi-phase Extraction: A multi-phase extraction system has been operating at the site since August 1997. Approximately 10,500 pounds of hydrocarbons have been removed using this system. Thickness of petroleum hydrocarbons decreased since August 1997.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in soil and groundwater on the Burdened Property. Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could take place via

- ingestion and dermal contact with surface soils and
- inhalation of volatile emissions from subsurface soils and groundwater.

The risk of public exposure to the contaminants has been substantially lessened by the remediation and controls described herein.

D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is currently an unused industrial facility and is adjacent to industrial, commercial, and residential land uses.

E. Full and voluntary disclosure to the County of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.

F. Covenantor desires and intends that in order to benefit the County, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that may have been deposited on portions of the Burdened Property.

A R T I C L E I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence

on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the County and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the County.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the County and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenanter desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the County real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

A R T I C L E I I D E F I N I T I O N S

2.1 County. "County" shall mean the Alameda County Environmental Health Services and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the

Burdened Property.

A R T I C L E I I I
DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED
PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

- a. Development of the Burdened Property shall be restricted to industrial and commercial use;
- b. No residence for human habitation shall be permitted on the Burdened Property;
- c. No hospitals shall be permitted on the Burdened Property;
- d. No schools for persons under 21 years of age shall be permitted on the Burdened Property;
- e. No day care centers for children or day care centers for Senior Citizens shall be permitted on the Burdened Property;
- f. No Owners or Occupants of the Property or any portion thereof shall conduct any excavation work on the Property, unless expressly permitted in writing by the County. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed by Covenantor or his agent in accordance with all applicable provisions of local, state and federal law;
- g. All uses and development of the Burdened Property shall be consistent with any applicable County Cleanup Order or Risk Management Plan (Exhibit B), each of which is hereby incorporated by reference including future amendments thereto. All uses and development shall preserve the integrity of any cap, any remedial measures taken or remedial equipment installed, and any groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the County, unless otherwise expressly permitted in writing by the County.
- h. No Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the County.
- i. The Owner shall notify the County of each of the following: (1) The type, cause, location and date of any disturbance to any cap, any remedial measures taken or remedial equipment installed, and of the groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the County, which could affect the ability of such cap or remedial measures, remedial equipment, or monitoring system to perform their respective functions and (2) the type and date of repair of such disturbance. Notification to the County shall be made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs. The Covenantor agrees that the County, and/or any persons acting pursuant to County

cleanup orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.

j. No Owner or Occupant of the Burdened Property shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Burdened Property. All use and development of the Burdened Property shall preserve the integrity of any capped areas. In the event that the site is to be redeveloped for commercial or industrial land use, replacement of the existing building slab during site development may be acceptable provided that:

1. The new building slab provides a similar or greater level of protection from vapor intrusion as the existing building slab.
2. No subsurface structures are constructed other than utility trenches.
3. No unexpected conditions are encountered during removal of the existing slab.
4. The new perimeter building foundation will extend to a similar depth as the existing perimeter foundation to potentially provide a similar barrier to off-site contaminant migration.
5. Approved development/construction plans are to be submitted to the County for review and approval to assure that the above conditions are met and the integrity of the cap will be maintained.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the County, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the County to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils and in the ground water under the property, and is subject to a deed restriction dated as of _____, _____, 2011, and recorded on _____, 2011, in the Official Records of _____ County, California, as Document No. _____, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

A R T I C L E I V
VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the County for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the County for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

A R T I C L E V
MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency 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:

If To: "Covenantor"
Encinal 14th Street, LLC
c/o Hall Equities Group
1855 Olympic Boulevard, Suite 250
Walnut Creek, CA 94596

If To: "County"
Alameda County Environmental Health
Services Attention: Director
1131 Harbor Bay Parkway
Alameda, California 94502

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.5 Recordation. This instrument shall be executed by the Covenantor and by the

Director of Environmental Health Services. This instrument shall be recorded by the Covenantor in the County of Alameda within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor: Encinal 14th Street, LLC,
a California limited liability company

By: Hall Encinal, Inc.,
a California corporation,
its Manager

By: _____
Mark D. Hall, President

Date: _____

Agency: Alameda County Environmental Health Services

By: _____

Title: Director

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATES THAT THEY ARE THE OWNER OF THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES ON THE HEREIN EMBODIED MAP ENTITLED "PARCEL MAP 9733, CITY OF OAKLAND, ALAMEDA COUNTY, STATE OF CALIFORNIA"; THAT SAID OWNERS ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THE DEED RECORDED ON JUNE 12, 2000 UNDER SERIES NO. 2000175666, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA; THAT THEY CONSENT TO THE PREPARATION AND FILING OF THIS MAP.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES, OR OF RECORD.

OWNER:
ENCINAL 14TH STREET, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: HALL ENCINAL, INC., A CALIFORNIA CORPORATION
ITS: MANAGER

BY: Mark D. Hall
MARK D. HALL
ITS: PRESIDENT

OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Contra Costa) SS

ON September 3, 2008 BEFORE ME,
Kelley Thatch A

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED

Mark D. Hall

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE /THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE Kelley Thatch

NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

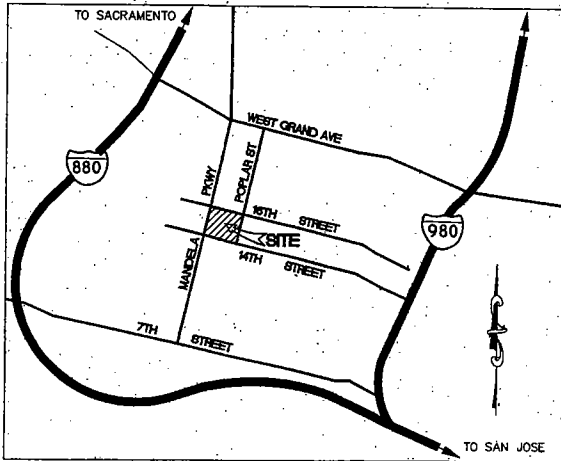
PRINCIPAL COUNTY OF BUSINESS: Contra Costa
COMMISSION EXPIRES: Oct 22, 2011
COMMISSION # OF NOTARY: 1715049

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE ENCINAL 14TH STREET, LLC IN JULY OF 2008. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE PARCEL MAP, IF ANY. I HEREBY STATE THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: 08/22/08

Vincent J. D'Alò
VINCENT J. D'ALO
L.S. 4210
EXPIRATION DATE: 6-30-10



VICINITY MAP
NTS

CITY ENGINEER'S STATEMENT

I, RAYMOND M. DERANIA, INTERIM CITY ENGINEER, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY ENGINEER OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, FOR THE PURPOSE OF REVIEWING SUBDIVISION MAPS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREON EMBODIED PARCEL MAP ENTITLED "PARCEL MAP 9733, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA," THAT THE SUBDIVISION AS SHOWN UPON SAID PARCEL MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARING ON THE TENTATIVE PARCEL MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT SAID PARCEL MAP COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE AND THE LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THE PARCEL MAP IS TECHNICALLY CORRECT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 15th DAY OF September, 2008

RM Derania

RAYMOND M. DERANIA, RCE 27815
INTERIM CITY ENGINEER
ALAMEDA COUNTY, STATE OF CALIFORNIA
LICENSE EXPIRES: 03-31-10



SEISMIC HAZARD DISCLOSURE NOTE:

THIS REAL PROPERTY LIES WITHIN A SEISMIC HAZARD ZONE-LIQUEFACTION ZONE PURSUANT TO SECTION 2698 OF THE STATE OF CALIFORNIA PUBLIC RESOURCES CODE. THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS PREPARED BY THE STATE GEOLOGIST ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL DISASTERS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

PARCEL MAP 9733

ALL OF LOTS 7, 8, 9, 10, 11, 12, 13, AND 14 AND PORTIONS OF LOTS 5, 6, AND 15, BLOCK 583, FILED APRIL 25, 1891 (10 M 58); ALL OF LOTS 7, 8, 19, 30, 31, AND 32 AND A PORTION OF LOT 29, BLOCK 583, MAP NO. 1 OF A PORTION OF THE SCOTCHLER TRACT AND VICINITY FILED DECEMBER 10, 1874 (7 M 21); ALL OF LOTS 6, 9, 10, 11, 14, 16, 17, 18, 20 AND 21 AND PORTIONS OF LOTS 4, 5, 12, 13, 15, AND 22, BLOCK 583, MAP OF THE SCOTCHLER TRACT FILED NOVEMBER 3, 1870 (2 M 10); A PORTION OF 15TH STREET (2 M 10); A PORTION OF KIRKHAM STREET (2 M 10); ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 19, 20, 21, 22, 23 AND PORTIONS OF LOTS 13, 16, 17, 18, 24, AND 25, BLOCK 584, REDIVISION OF BLOCKS 584, 585, 601, 153, AND 580A FILED MAY 1, 1885 (4 M 25)
ALL IN ALAMEDA COUNTY RECORDS.
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

AUGUST 2008

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, Taraletta Hilda Graft, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE IN CONFORMANCE WITH THE REQUIREMENTS OF SECTIONS 66492 AND 66493 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATE: 9/15/08

BY: [Signature]
DEPUTY CLERK

CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF ALAMEDA, STATE OF CALIFORNIA
\$82,416.00



RECORDER'S CERTIFICATE

FILED AT THE REQUEST OF FIRST AMERICAN TITLE INSURANCE COMPANY AT 12:00 pm. ON THE 16th DAY OF September, 2008
RECORDERS SERIAL NO. 20080277986
IN BOOK 318 OF MAPS AT PAGES 11-12 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA
Fee \$11.00

COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: [Signature]



Parcel Map 9733

Map B/C 3/0 pp 11-12

PARCEL MAP 9733

ALL OF LOTS 7, 8, 9, 10, 11, 12, 13, AND 14 AND PORTIONS OF LOTS 5, 6, AND 15; BLOCK 583, FILED APRIL 25, 1891 (10 M 56); ALL OF LOTS 7, 8, 19, 30, 31, AND 32 AND A PORTION OF LOT 29, BLOCK 583, MAP NO. 1 OF A PORTION OF THE SCOTCHLER TRACT AND VICINITY FILED DECEMBER 10, 1874 (7 M 21); ALL OF LOTS 6, 9, 10, 11, 14, 16, 17, 18, 20 AND 21 AND PORTIONS OF LOTS 4, 5, 12, 13, 15, AND 22, BLOCK 583, MAP OF THE SCOTCHLER TRACT FILED NOVEMBER 3, 1870 (2 M 10); A PORTION OF 15TH STREET (2 M 10); A PORTION OF KIRKHAM STREET (2 M 10); ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 19, 20, 21, 22, 23 AND PORTIONS OF LOTS 13, 16, 17, 18, 24, AND 25, BLOCK 584, REDIVISION OF BLOCKS 584, 585, 601, 153, AND 580A FILED MAY 1, 1885 (4 M 25) ALL IN ALAMEDA COUNTY RECORDS.

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

AUGUST 2008 1"=50'



ALIQUOT
PLANNERS
CIVIL ENGINEERS
SURVEYORS

1390 SOUTH MAIN STREET, SUITE 310
WALNUT CREEK, CA. 94596

LEGEND

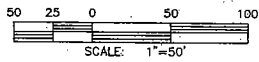
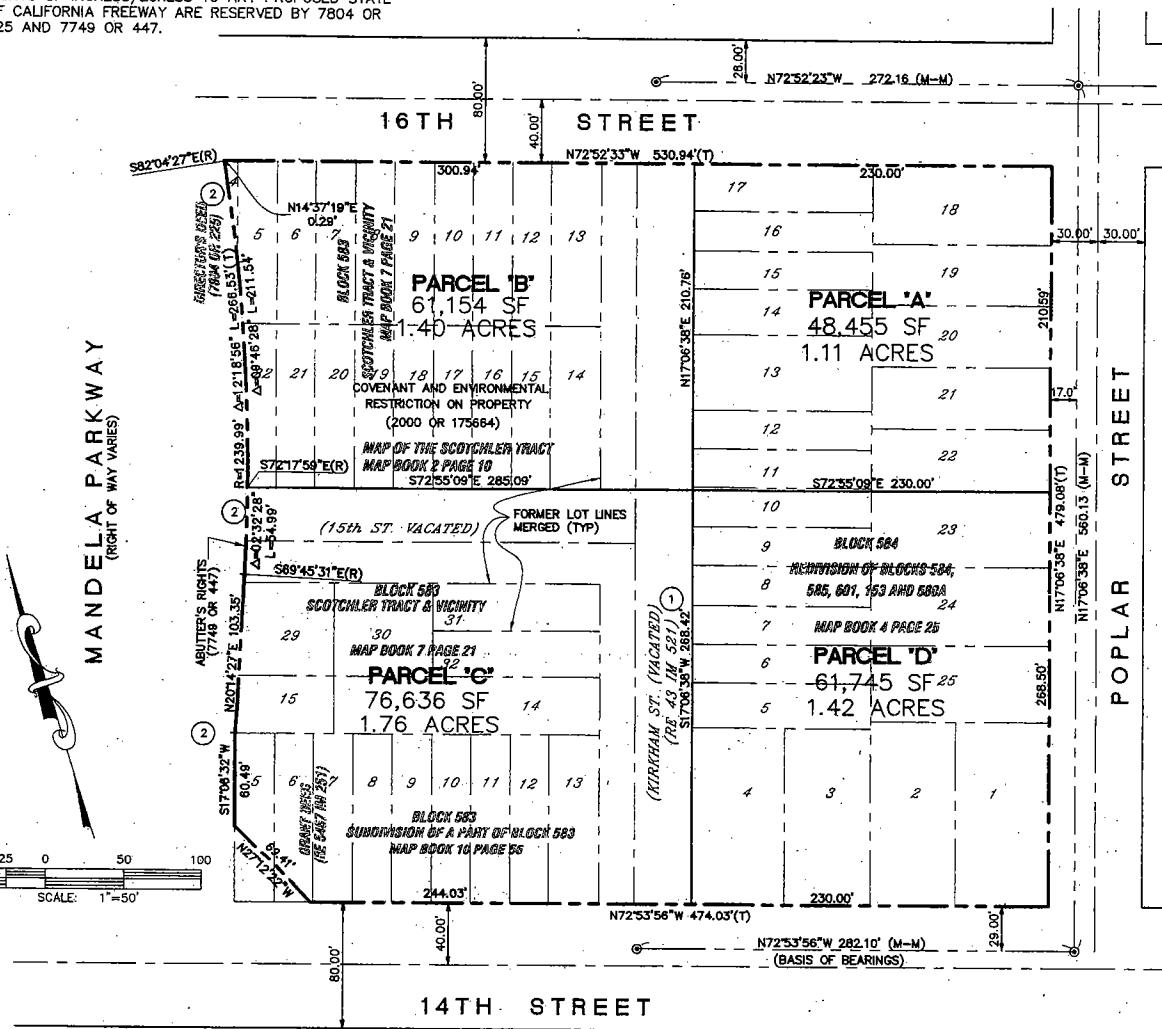
- ⊙ FOUND STANDARD STREET MONUMENT
- (M-M) MONUMENT TO MONUMENT
- BOUNDARY
- - - LOT LINE
- - - MONUMENT LINE
- - - CENTER LINE
- SF SQUARE FEET
- (T) TOTAL

REFERENCES

- R1: BLOCK 583, APRIL 25, 1891 (10 M 56)
- R2: BLOCK 583, MAP NUMBER 1 OF A PORTION OF THE SCOTCHLER TRACT AND VICINITY, DECEMBER 10, 1874 (7 M 21)
- R3: BLOCK 583, MAP OF THE SCOTCHLER TRACT NOVEMBER 3, 1870 (2 M 10)
- R4: BLOCK 584, REDIVISION OF BLOCKS 584, 585, 601, 153 AND 580A MAY 1, 1885 (4 M 25)

NOTES

- 1 SUBJECT TO ANY RIGHTS RESERVED PER 431 M 521 AND SERIES 83-212906.
- 2 RIGHTS OF INGRESS/EGRESS TO ANY PROPOSED STATE OF CALIFORNIA FREEWAY ARE RESERVED BY 7804 OR 225 AND 7749 OR 447.



08/12