

ANANIA GEOLOGIC ENGINEERING

June 5, 1989

Mr. Terry Roberts
Director of Public Works
One City Hall Plaza
Oakland, California 94612

RE: REQUEST FOR MINOR ENCROACHMENT PERMIT TO INSTALL MONITORING
WELLS IN 16TH STREET

AGE Project No. 004-88-059

Dear Mr. Roberts,

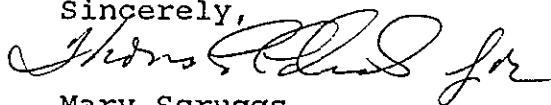
Anania Geologic Engineering (AGE) is acting as the environmental agent for the Carnation Company at the Carnation Dairy Facility located at 1310 14th Street in Oakland. Several underground fuel storage tanks were removed in January 1989. Fuel and contaminated soil were present in the excavations. Results from the site investigation show there is free product floating on the groundwater surface in the northwest corner of the Facility. A product recovery system is currently in place and operating under emergency containment provisions. The next phase of investigation is to assess the lateral and vertical extent of the contamination off site.

AGE requests a minor encroachment permit from the City of Oakland Public Works Department to install up to six groundwater monitoring wells on City property. The monitoring wells are required to determine if the contamination has migrated beyond the Carnation property boundaries. The proposed monitoring well locations are shown on Enclosure 1. The wells will be located in 16th Street between Cypress and Kirkham Streets. As required for the minor encroachment permit, the following additional items are enclosed; a letter from Mr. Howard R. Shmuckler from the Carnation Legal Department verifying AGE's agency status, a check for the permit fee of \$195.00, a copy of Certificate of Insurance naming the City of Oakland as an additional insured, and a copy of the grant deeds for the property.

Due to the potential threat to public health, AGE requests an expeditious review of this permit request. Delays in the review and/or issuing of the minor encroachment permit will delay the progress of this project and could result in the further migration of contamination in the soil and groundwater.

If you have any questions or comments, please contact me at (916) 631-0154. Thank you for your cooperation and prompt response.

Sincerely,



Mary Scruggs
General Partner

cc: H. R. Shmuckler
Jim Person
Katherine Chesick
RWQCB

Carnation

Legal Department

5045 Wilshire Boulevard
Los Angeles, California 90036
Telephone: (213) 932-6000

May 22, 1989

To Whom it may concern:

This is to advise that Anania Geologic Engineering is acting in an agency capacity for Carnation Company for the purpose of securing permits and licenses to enter property of another in order to determine the lateral and vertical extent of the ground water aquifer and possible plume of contamination extending from the Carnation Dairies located at 1310 14th, Oakland, California.



Howard R. Shmuckler
Attorney

HRS/dat

CITY OF OAKLAND



RECEIVED MAY 23 1989
LETTER OF TRANSMITTAL

| | | |
|-----------|-------------------------------------|--------|
| DATE | 5/22/89 | JOB NO |
| ATTENTION | Mary Scruggs | |
| RE | monitoring well encroachment permit | |
| | | |
| | | |

TO AGE
11330 Sunrise Park Dr. Suite G
Rancho Cordova, CA 95742

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

| COPIES | DATE | NO. | DESCRIPTION |
|--------|------|-----|--|
| 1 | | | Encroachment Permit Procedure |
| 1 | | | Criteria for monitoring well encroachment permit |
| 1 | | | Standard insurance for monitoring well encroachment permit |
| 1 | | | Sample insurance certificate |
| | | | |

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted
 For your use Approved as noted
 As requested Returned for corrections
 For review and comment _____
 FOR BIDS DUE _____ 19 _____ PRINTS RETURNED AFTER LOAN TO US

CITY OF OAKLAND



ANA GONSALVES
 ASSISTANT CIVIL ENGINEER
 ENGINEERING SERVICES DIVISION

PHONE (415)
 273-3206

REMARKS _____

If you have any questions, call me at
 273-3206

COPY TO _____

SIGNED: Ana Gonsalves

RECEIVED MAY 23 1989

ENCROACHMENT PERMIT PROCEDURE
ORDINANCE NO. 9774 C.M.S.

GENERAL REQUIREMENTS FOR APPLICATION

1. Letter from property owner, or tenant with property owner's approval, requesting encroachment permit to:

Terry E. Roberts
Director of Public Works
One City Hall Plaza
Oakland, CA 94612

2. Sketch showing existing features and proposed encroachment including property lines, elevations, curbs, sidewalks, edge of pavement, buildings, etc.

3. Minor encroachment permit fee: \$ 195.00 — applies to monitoring wells.
Major encroachment permit fee: \$ 390.00
Waiver of Damages and Indemnity: \$ 100.00

4. No permit will be issued until an Insurance Certificate complying with Ordinance No. 9774 C.M.S. Insurance Requirements and a Disclaimer and Agreement with applicant's notarized signature have both been received by this office. Liability insurance is needed in single family zones for waivers only if required by the Director of Public Works.

5. Copy of Grant Deed

Criteria for monitoring wells^{encroachment} permit:

- ① No Excavation permit until Encroachment Permit is issued. Excavation permit must be obtained (2nd Floor City Hall) prior to start of work.
- ② Need a scaled engineering drawing of location of wells
- ③ No wells in sidewalk area.
- ④ Wells should be located away from travelled lanes as much as possible to minimize disruption to traffic. So drawing/sketch should show striping
- ⑤ Permit issued to property owner or authorized tenant only

STANDARD INSURANCE REQUIREMENTS
ENCROACHMENT PERMITS

The following paragraph is a statement of standard insurance coverage required by the City of Oakland when granting an encroachment permit:

"That the permittee shall maintain in force and effect at all times that said encroachment occupies said public sidewalk area, good and sufficient public liability insurance in the amount of \$300,000 and property damage insurance in the amount of \$50,000, both including contractual liability, insuring the City of Oakland, its officers and employees, against any and all claims arising out of the existence of said encroachment in said sidewalk area; and that a certificate of such insurance, and subsequent notices of the renewal thereof, shall be filed with the Director of Public Works of the City of Oakland; and that such certificate shall state that the said insurance coverage shall not be cancelled or be permitted to lapse without thirty (30) days' prior written notice to said Director of Public Works.

Please note that it includes:

1. Public liability: \$300,000 each occurrence.
2. Property damage: 50,000 each occurrence.
3. Contractual liability for 1 & 2 above.
4. Thirty (30) days' notice of cancellation.
5. Additionally insured: The City of Oakland, its officers & Employees.

The foregoing endorsements and the following endorsement must be specified in the Certificate of Insurance:

"Notwithstanding any other provisions in this policy, the insurance afforded hereunder to the City of Oakland shall be primary as to any other insurance or reinsurance covering or available to the City of Oakland, and such other insurance or reinsurance shall not be required to contribute to any liability or loss until and unless the appropriate limit of liability afforded hereunder is exhausted."

CERTIFICATE OF INSURANCE

DATE: 05/24/89

| | |
|---|---|
| PRODUCER Butler & Associates *T* 8001 Folsom Blvd., Ste. 110 Sacramento, CA 95826 (916) 386-2020 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW <div style="text-align: center;">COMPANIES AFFORDING COVERAGE</div> COMPANY A Fireman's Fund LETTER COMPANY B LETTER COMPANY C LETTER COMPANY D LETTER COMPANY E LETTER |
| INSURED Anania Geologic Engineering 11330 Sunrise Park Drive Unit C Rancho Cordova, CA 95742 | |

==== COVERAGES =====
 THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

| CO / LTRI | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | LIABILITY LIMITS IN 1000'S (EACH OCCURR. AGGREGATE) |
|-----------|---|---------------|-----------------------|------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES/OPERATIONS <input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD <input type="checkbox"/> PRODUCTS/COMP. OPERATIONS <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> | | | | BODILY INJURY \$ \$ PROPERTY DAMAGE \$ \$ BI & PD COMBINED \$ \$ PERSONAL INJURY \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS) <input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN (PRIV. PASS) <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> | | | | BOD INJ. (PERSON) \$ BOD INJ. ACCIDENT \$ PROPERTY DAMAGE \$ BI & PD COMBINED \$ |
| | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA | | | | BI & PD COMBINED \$ \$ |
| A | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY | WP2868651 | 12/01/88 | 07/01/89 | STATUTORY \$ 100000 (EACH ACCIDENT) \$ 100000 (DISEASE-POLICY) \$ 100000 (DISEASE-EA EMP) |
| | OTHER | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 RE: Carnation Dairy Project #004-88-059

| | |
|--|---|
| ===== CERTIFICATE HOLDER ===== City of Oakland 1 City Hall Plaza Oakland, CA 94612 Attn: Terry Roberts Director of Public Works | ===== CANCELLATION ===== I SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>[Signature]</i> |
|--|---|

RECORDING REQUESTED BY:

Redevelopment Agency of the
City of Oakland
1333 Broadway
Oakland, California 94612

78-125310

TRANSFER
TAX PAID
ALAMEDA COUNTY

RECORDED at REQUEST OF
Western Title Guaranty Co.
At 10:30 A.M.

WHEN RECORDED MAIL TO:

Redevelopment Agency of the
City of Oakland
1333 Broadway
Oakland, California 94612

JUN 30 1978
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

CITY
TAX
PAID

1000

842940

Space above this line for
Recorder's Use

GRANT DEED

REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND, a public body, corporate and politic, herein called "Grantor" acting to carry out a redevelopment plan under the Community Redevelopment Law of California, hereby grants to Carnation Company, A Delaware Corporation, licensed to transact business in the State of California

herein called "Grantee," the real property situated in the City of Oakland, County of Alameda, State of California, more particularly described in Exhibit "A" attached hereto, hereinafter referred to as "Property;"

SUBJECT, however, to easements of record, the Amended Oak Center Redevelopment Plan, recorded in the office of the Recorder of the County of Alameda on November 18, 1970, Reel 2735, Image 24, Official Records, or any amendment thereto hereafter legally adopted, hereinafter referred to as the "Plan," the Declaration of Restrictions incident thereto, recorded in the office of said County Recorder on July 31, 1967, Reel 2009, Image 934, Official Records, or any amendment thereto hereafter legally adopted, hereinafter referred to as the "Restrictions", which Plan and Restrictions are incorporated and made a part of this Grant Deed with the same force and effect as though set forth in full herein. This Grant Deed is also subject to the covenants and conditions set forth in that certain Contract for Sale of Property, dated June 27, 1978, by and between Grantor and Grantee, hereafter called "The Contract." Said Contract by this reference is incorporated into this Grant Deed with the same force and effect as though set forth in full herein. Said Contract is on file at the principal office of the Redevelopment Agency of the City of Oakland, located at 1333 Broadway, Oakland, California 94612.

1. (a) Grantee covenants and agrees for itself and its successors and assigns to or of the Property that the Grantee, and such successor and assigns shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the improvements thereon provided to be constructed in the Contract, hereinafter referred to as the "Improvements", and that such construction shall be commenced and completed within the times provided in the Contract. It is intended and agreed that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically pro-

2200
PROPERTY CONVEYED, OR
EASEMENTS & ENCUMBRANCES
HEREON
RECORDED

to the fullest extent permitted

may be waived or amended by the Grantor on behalf of the Community, the City of Oakland, and Grantor.

(b) Promptly after completion of the Improvements on the Property in accordance with the provisions of the Contract, Grantor will furnish Grantee with an appropriate instrument so certifying. Such certification by the Grantor shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Contract and in this Grant Deed with respect to the obligations as to the Property of Grantee, and its successors and assigns, to construct the Improvements and as to the dates for the beginning and completion thereof.

(c) Grantor will also, with respect to individual parts or parcels of the Property which the Redeveloper is authorized by the Contract to convey or lease as the Improvements to be constructed thereon are completed, provided the Grantee is not in default with respect to any of its obligations under the Contract, certify to the Grantee that such Improvements have been made in accordance with the provisions of the Contract. Such certification shall mean and provide:

(i) That any party purchasing or leasing such individual part or parcel pursuant to the authorization herein contained shall not (because of such purchase or lease) incur any obligation with respect to the construction of the Improvements relating to the Property, or to any other part of parcel or any other property; and

(ii) That neither Grantor nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold, any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the Property as a result of default in or breach of any provisions of the Contract or this Grant Deed by Grantee or any successor in interest or assign unless:

a. Such default or breach be by the purchaser or lessee, or any successor in interest or assign, of or to such individual part or parcel with respect to the covenants contained in the Contract and

b. The right, remedy or control relate to such default or breach.

2. (a) Grantee covenants and agrees for itself, and its successors and assigns to or of the Property or any part thereof that Grantee, and such successors and assigns, shall:

(i) Devote the Property to, and only to and in accordance with, the uses specified in the Plan and Restrictions as hereafter amended from time to time, and

(ii) Not discriminate upon the basis of race, religion, sex, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

(b) The Grantee herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons

number, use or occupancy of tenants, lessees, subtenants, sub-lessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

(c) It is intended and agreed that the agreements and covenants provided in this section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by Grantor, its successors and assigns, the City of Oakland, any successor in interest to the Grantee of the Property or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Plan, and the United States with respect to clause (a)(ii) hereof against the Grantee, its successor and assigns, or of the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided in clauses (a)(i) hereof shall remain in effect until November 30, 2005 and, such restrictions shall thereafter remain in full force and effect until such time as a written agreement is executed by the then owners of more than one-half (1/2) in area of all lands subject to the restrictions removing any or all of the restrictions herein contained and recorded in the office of the County Recorder of the County of Alameda, State of California; provided, however, that the restrictive covenants contained in clauses (a)(ii) and (b), hereof shall remain in full force and effect without limitations as to time.

(d) In amplification, and not in restriction, of the provisions of the preceding subsection, it is intended and agreed that Grantor shall be deemed a beneficiary of the agreements and covenants provided in clauses (a)(i) and (a)(ii), and the United States shall be deemed a beneficiary of the covenants provided in clauses (a)(ii), of this section both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of Grantor and the United States for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether Grantor or the United States has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. Grantor and the United States shall have the right, in the event of any breach of any such agreement or covenants, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenants may be entitled.

J. (a) In the event that prior to completion of the Improvements as certified by Grantor:

(i) Grantee (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature thereof and the dates for the beginning and completion thereof), or shall abandon construction work and any such

(ii) Grantee (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Contract, or shall suffer any levy or attachment to be made, or any materialmen's or 'mechanics' lien or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged, or provision satisfactory to Grantor made for such payment, removal, or discharge, within thirty days after written demand by Grantor so to do; or

(iii) There is, in violation of the Contract, any transfer of the Property or any part thereof, or any change in the ownership of the Grantee, or with respect to the identity of the parties in control of the Grantee or the degree thereof, and such violation shall not be cured within thirty (30) days after written demand by the Grantor to Grantee; then Grantor shall have the right to re-enter and take possession of the Property and to terminate (and revert in the Grantor) the estate conveyed by this Grant Deed to the Grantee, it being the intent that the conveyance of the Property to the Grantee is made upon a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the Grantee specified in clauses (i), (ii), and (iii) of this subsection (a), failure on the part of the Grantee to remedy, end, abrogate such default, violation or other action or inaction, within the period and in the manner states in said clause, Grantor at its option may declare a termination in favor of the Grantor of the title, and of all the rights and interest, in the Property conveyed by this Grant Deed to the Grantee and that such title, and all rights and interest of the Grantee, and any assigns or successors in interest in the Property, shall revert to the Grantor: Provided, that such condition subsequent to and any reversioning of title as a result thereof in the Grantor, shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien or any mortgage authorized by the Contract and executed for the sole purpose of obtaining funds to construct the Improvements, and (ii) any rights or interests provided in the Contract for the protection of the holders of such mortgages.

(b) Grantor shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Section 3, including also, the right to execute and record or file with the Recorder of the County of Alameda a written declaration of the termination of all rights and title of Grantee, and its successors in interest, and assigns, in the Property, and the reversioning of title thereto in the Grantor; Provided, that any delay by the Grantor in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this section, shall not operate as a waiver of such rights or to deprive it of, or limit such rights in any way (it being the intent of this provision that Grantor should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section 3 because of the concepts of waiver, laches, or others) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved, nor shall any waiver by the Grantor with respect to any specific default by

The term "Contract" as used herein shall be deemed to include "Agreement." The term "Mortgage" as used herein shall be deemed to include "Deed of Trust." The word "grantee" used herein shall include a corporation and include the plural as well as the singular. Words used in the masculine gender include the feminine.

4. Only the Grantor, its successors and assigns, and Grantee and the successors and assigns of Grantee in and to all or any part of the fee title to the Property shall have the right to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed, to subject the Property to additional covenants, easements, or other restrictions, or to consent and agree to changes in the Plan and Declaration of Restrictions as they apply to the Property. For purposes of this section, successors and assigns of Grantee shall be defined to include only those parties who hold all or any part of the property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust or any other person or entity having an interest less than a fee in the Property. Grantee covenants and agrees for itself, and its successors and assigns to or of the Property or any part thereof that Grantee, and such successors and assigns, shall join the Grantor in amending the Restrictions in order that it will conform to any legally adopted amendment to the Plan. Provided, however, that nothing herein shall be construed to permit abrogation of those covenants pertaining to discrimination as provided for in Section 2 of this deed.

If there is any conflict between the provisions of this Grant Deed and the Contract hereinbefore referred to, it is the intent of the parties hereto and their successors in interest that this Grant Deed shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed in triplicate this 27th day of June, 1978.

GRANTEE

GRANTOR

CARNATION COMPANY

REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND

By J. N. Whamme
Vice President
H. E. [Signature]
Secretary

By [Signature]
David A. Self
Acting Administrator

H. E. [Signature]

Those parcels of land in the City of Oakland, County of Alameda, State of California, described as follows:

PARCEL 1:

Lots 7 and 8, Block 583, Subdivision of a part of Block 583, filed April 25, 1891, Map Book 10, page 56, Alameda County Records.

PARCEL 2:

Being the Northern 35 feet of Lot 5, Block 583, Subdivision of a part of Block 583, filed April 25, 1891, Map Book 10, page 56, Alameda County Records.

Lot 6, Block 583, Subdivision of a part of Block 583, filed April 25, 1891, Map Book 10, page 56, Alameda County Records.

Excepting therefrom that portion particularly described as follows:

Commencing at the Southwesterly corner of said Lot 6, said corner being also the intersection of the Westerly line of said lot with the Northerly line of West 14th Street, as shown on said map; thence along said Northerly line, South $72^{\circ} 53' 28''$ East 23.50 feet to a line that bears North $27^{\circ} 12' 49''$ West and passes through coordinates $Y=482,288.67$ feet and $X=1,482,940.09$ feet; thence along last said line, North $27^{\circ} 12' 49''$ West 33.64 feet to said Westerly line of said lot; thence along last said line, South $17^{\circ} 06' 32''$ West 24.07 feet to the point of commencement.

PARCEL 3:

All of the Southerly 75.00 feet of Lot 5, Block 583 Subdivision of a part of Block 583, filed April 25, 1891, Map Book 10, page 56, Alameda County Records.

Excepting therefrom the following described parcel of land:

Commencing at the Southeasterly corner of said Lot 5; thence along the Easterly line of said lot, North $17^{\circ} 06' 32''$ East 24.07 feet to the course described as: South $27^{\circ} 12' 49''$ East 69.41 feet in Parcel 3 of the Relinquishment No. 22030 to the City of Oakland, recorded November 2, 1951 in Reel 444, Image 880, Official Records of Alameda County; thence along last said line, North $27^{\circ} 12' 49''$ West 35.78 feet to the Westerly line of said lot; thence along last said line, South $17^{\circ} 06' 32''$ West 49.66 feet to the Southerly line of said lot; thence along last said line, South $72^{\circ} 53' 28''$ East 25.00 feet to the point of commencement.

(continued)

78-125310

RE:5467 IN-257

The bearing and distances used in the above exception are on the California Coordinate System, Zone 3. Multiply the above distances, by 1.0000706 to obtain ground level distances.

STATE OF CALIFORNIA)
LOS ANGELES COUNTY)

NOTARIAL ACKNOWLEDGMENT

On this 27th day of June in the year 1978

before me, Rita Callahan
a Notary Public in and for the County of Los Angeles
personally appeared Jule N. Kvamme and G. E. Spertling, Jr.

known to me to be the Vice President and Secretary, respectively

of the Corporation that executed the within Agreement, and
known to me to be the person(s) who executed the within
Agreement on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the same
pursuant to its by-laws or a resolution of its board of
directors.

IN WITNESS WHEREOF I have hereunto set my hand and
affixed my official seal in the County of Los Angeles
the day and year in this Certificate first above written:

My Commission Expires:

December 1, 1979

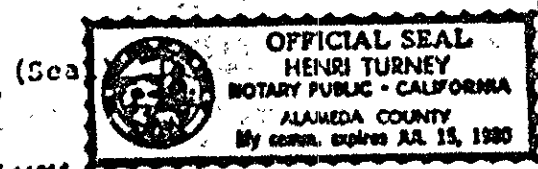


Rita Callahan
Notary Public in and for said
County and State

On this 24th day of June in the year 1978 before me,
Henri Turney, a Notary Public in and for the County
of Alameda, State of California, personally appeared _____

John S. Baker
known to me to be the Assistant to the City Manager/Acting Administrator of the
Redevelopment Agency of the City of Oakland, a public body, corporate and
politic, that executed the within Grant Deed,
and also known to me to be the person who executed the same on behalf of
said Redevelopment Agency of the City of Oakland therein named and he
acknowledged to me that said Redevelopment Agency of the City of Oakland
executed the same pursuant to its Resolution No. 78-35 adopted on
June 27, 1978.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the County of Alameda, the day and year in this certi-
ficate first above written.



My Commission Expires July 15, 1980 Henri Turney
Notary Public in and for said
County and State

75-125310

STATE OF CALIFORNIA)
) SS WITNESS ACKNOWLEDGEMENT
COUNTY OF ALAMEDA)

On this 27th day of June in the year 1978, before me,

Sandra Heans, a Notary Public in and for the County of Alameda,

State of California, personally appeared Henri Turney

known to me to be the person whose name is subscribed to the within Grant

Deed as a witness thereto, who being duly sworn says: that his place of residence was Oakland, California, that he was present

and saw Julie N. Nyame and G. E. Sperling,

personally known to him to be the person s whose name s are subscribed

to the within Grant Deed execute the same and that affiant subscribed

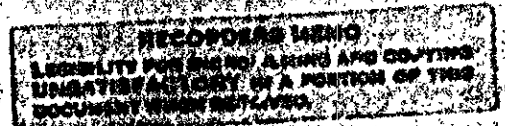
his name thereto as a witness to said execution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Alameda, the day and year in this Certificate first above written.

(seal)



Sandra A. Heans
Notary Public in and for said
County and State



DEED

American Creamery Company, a corporation,

Carnation Company of California, a corporation.

*Mail to
Rassid
Bank Building
Oakland*

DATED: June 30, 1934

COPIES
D.V. STAMPS
E.K. BAKES

RECORDED & REQUEST of GRANTEE

At 4:10 pm on Dec 1-4 1934

In Lib. 3127 Page 217
Official Record of Nevada County, California

RECEIVED MAY 31 1989

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) SS:

I, *J. Blundell*, a Notary Public do hereby certify that J. A. Silveira, personally known to me to be the President of AMERICAN CREAMERY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, and M. M. Fullerton, personally known to me to be the Secretary of said Company, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such President and Secretary they signed and delivered the said instrument of writing as President and Secretary of said Company, and caused the corporate seal of said Company to be affixed thereto pursuant to authority given by the Board of Directors of said Company as their free and voluntary act and as the free and voluntary act and deed of said Company for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of June, A. D. 1954.

J. Blundell



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Being portion of Block No. 582-B, as said Block is delineated and so designated upon a certain map entitled, "Map of Bagge Tract, Oakland, August 1873, J. T. Arnold, City Engineer," filed August 18th, 1873 in the office of the County Recorder of said Alameda County, in Liber 5 of Maps page 24.

FOURTH: All other property of every kind and description wherever located. It being the intention to grant and convey hereby all and singular the property, property rights, privileges, licenses, easements and franchises belonging to the party of the first part or in which it has any interest whatsoever.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also all the estate, right, title, interest, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the above described premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF the party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its president and attested by its secretary by authority of the Board of Directors the day and year first above written.

WITNESS:

J. M. Santana

J. B. Lindner

AMERICAN CREAMERY COMPANY

J. J. ...
President.

ATTEST:

...
Secretary.

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Cypress Street 34 (thirty-four) feet, or thereabouts to the Contra Costa Laundry Property thence Easterly thereon 74 (seventy-four) feet to the Western line of Cypress Street and thence Northerly along the western line of Cypress Street 33 (thirty-three) feet or thereabouts to the place of beginning.

Being a portion of Block 582 B as the said Block is delineated and so designated on the plat entitled "Map of the Bagge Tract Oakland" etc. Filed on August 18, 1873 in the County Recorder's office of said Alameda County.

THIRD: That tract of land conveyed to party of the first part herein by A. dos Reis and Clara dos Reis, his wife, and Antonio Bettencourt da Silveira and Maria Philomena da Silveira, his wife, by deed dated May 12, 1909 and recorded in Vol. 1604 of Deeds at Page 116 in the office of the Recorder for the County and State aforesaid, and by J. A. Silveira and Maria A. Silveira, his wife, by deed dated May 12, 1909 and recorded in Vol. 1604 of Deeds at Page 114 in the office of the Recorder for the County and State aforesaid and described in said deeds as follows, to-wit:

All these certain lots, pieces and parcels of land situate in the City of Oakland, County of Alameda, State of California and particularly described as follows, to-wit:

Beginning at the intersection of the Western line of Cypress Street with the Southern line of 15th Street, as said streets are shown on the map hereinafter referred to; running thence Southerly along said line of Cypress Street Thirty-two (32) feet; thence Westerly parallel with the Southern line of 15th Street Seventy-three (73) feet, Six (6) inches; thence Northerly parallel with the Western line of Cypress Street Thirty-two (32) feet, to the Southern line of 15th Street, thence Easterly along said line of 15th Street, Seventy-three (73) feet, Six (6) inches to the point of beginning.

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A tract of land in the City of Oakland, County of Alameda, State of California, bounded and described as follows, to-wit:

Beginning at a point on the Southern line of 15th Street, distant thereon Westerly seventy-four (74) feet from the intersection thereof with the Western line of Cypress Street, as said streets are shown on the Map hereinafter referred to; and running thence Westerly along said line of 15th Street twenty-two (22) feet; thence at right angles Southerly sixty-six (66) feet, more or less, to the line dividing the Bagge Tract, as shown on said Map, from lands now or formerly owned by Contra Costa Laundry Company; thence Easterly along said last named line twenty-two (22) feet to the point which would be intersected by a line drawn Southerly from the point of beginning and at right angles to said line of 15th Street; thence Northerly in a straight line sixty-six (66) feet, more or less, to the point of beginning.

Being a portion of Block 582-B, as said block is delineated and so designated upon that certain Map entitled, "Map of the Bagge Tract, Oakland, August, 1878, T. J. Arnold, City Engr.," filed August 18, 1878 in Liber 5 of Maps, page 24, in the office of the County Recorder of the County of Alameda.

SECOND: All that tract of land conveyed to party of the first part herein by Jennie Lough, a femme sole, by deed dated February 8, 1910 and recorded in Vol. 1875 of Deeds at Page 288 in the office of the Recorder of the County and State aforesaid and described in said deed as follows, to-wit:

All that certain parcel of land situate in the City of Oakland, County of Alameda, State of California, bounded and described as follows, to-wit:

Commencing at a point on the Western line of Cypress Street distant thereon 32 (thirty-two) feet Southerly from the Southern line of Fifteenth Street, and running thence Westerly parallel with Fifteenth Street 74 (seventy-four) feet, thence Southerly parallel with

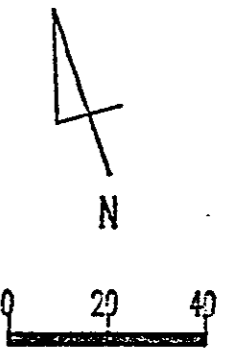
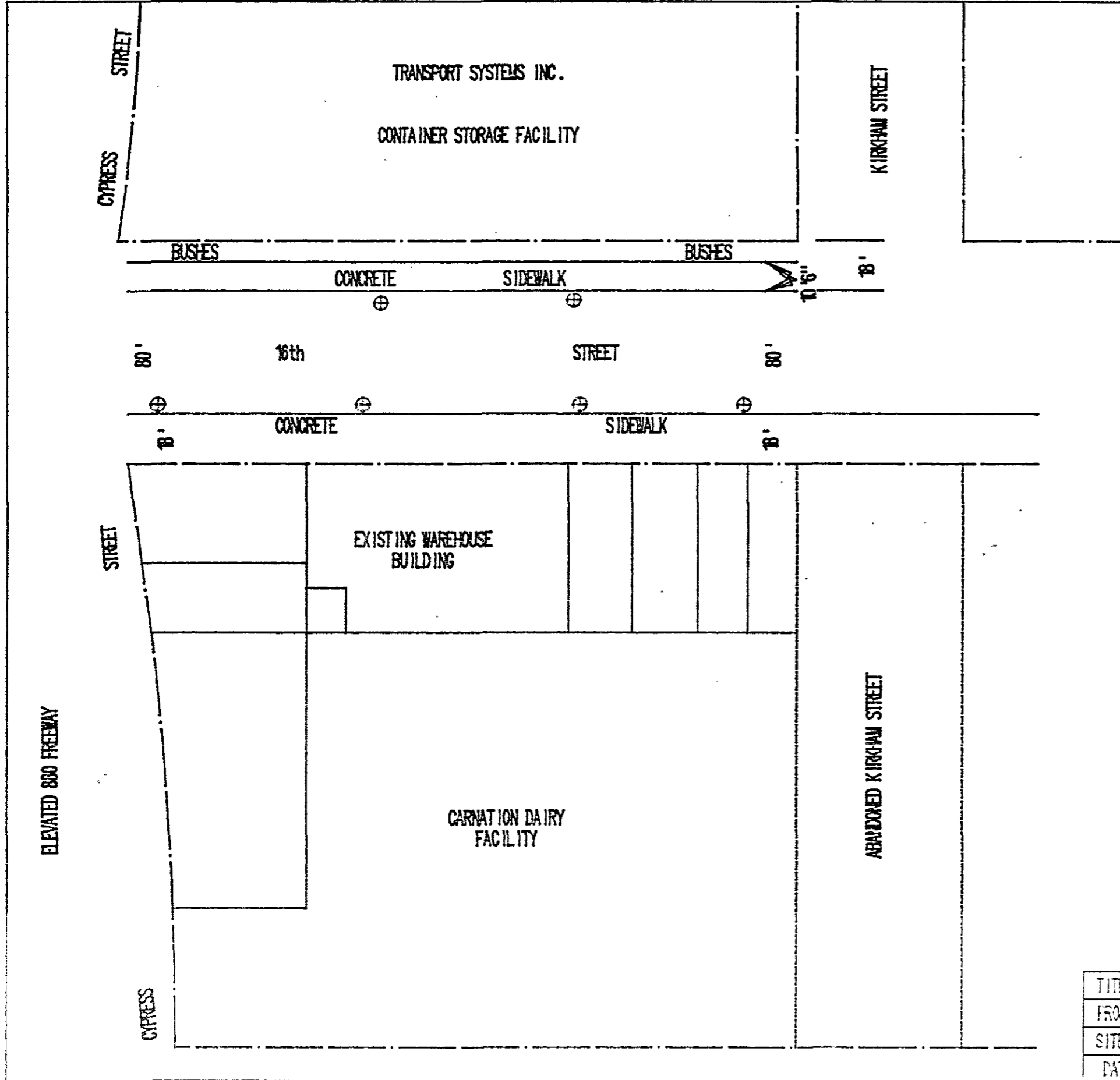
CEIVED MAY 31 1989

The consideration for this deed
is less than \$100.00

THIS INDENTURE, made this thirtieth day of June in the year of our Lord One Thousand Nine Hundred and Thirty-four, between American Creamery Company, a corporation organized and existing under and by virtue of the laws of the State of California, party of the first part, and Carnation Company of California, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) to it in hand paid by the party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns forever the following real estate lying and situate in the City of Oakland, County of Alameda, State of California, described as follows, to-wit:

FIRST: All that tract of land conveyed to party of the first part herein by J. A. Silveira and Edna Silveira, his wife, by quit claim deed dated August 30, 1929 and recorded in Vol. 2217 of Official Records at Page 68, in the office of the Recorder for the County and State aforesaid, and by Margaret C. Glynn and Thomas F. Glynn, her husband, by deed dated October 31, 1913 and recorded in Vol. 2198 of Deeds at Page 552 in the office of the Recorder for the County and State aforesaid and described in said deeds as follows, to-wit:



ENTRANCE TO CARNATION

PROPOSED OFFSITE MONITORING WELL LOCATIONS

PROPERTY LINE

AGE
ANANIA GEOLOGIC ENGINEERING

| | | |
|--|------------------------|-----------------|
| TITLE: PROPOSED OFFSITE DRILLING LOCATIONS | | |
| PROJECT NAME: CARNATION/OAKLAND | PROJECT NO: 004-23-059 | |
| SITE LOCATION: 13 TO 14th ST. AT POPLAR OAKLAND, CA. | | |
| DATE: 5-26-89 | DRAWING NO.: 059-023 | SCALE: 1" = 40' |