



ENVIRONMENTAL HEALTH SERVICES
ENVIRONMENTAL PROTECTION
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577
(510) 567-6700
FAX (510) 337-9335

July 20, 2011

Mr. Mike Olvera
AB&I Foundry
7825 San Leandro Street
Oakland, CA 94621-2598

Mr. Kurt Winter
Nine Plus LLC
c/o AB&I Foundry
7825 San Leandro Street
Oakland, CA 94621-2598

McWane, Inc.
c/o Mike Olvera
AB&I Foundry
7825 San Leandro Street
Oakland, CA 94621-2598

Subject: Landowners Notification and Distribution of Notification of Potential Case Closure for Fuel Leak Case No. RO0000092 and GeoTracker Global ID T0600100065, American Brass & Iron Foundry, 7825 San Leandro Street, Oakland, CA 94621

Dear Mr. Olvera and Mr. Winter:

Alameda County Environmental Health (ACEH) is reviewing the fuel case file for the above referenced site for potential case closure. Site investigation and groundwater monitoring from underground storage tank leaks have been performed at the subject property to which you are named as the primary or active responsible party. Pursuant to Section 25297.15 (a), ACEH, the local agency, shall not consider cleanup or site closure proposals from the primary or active responsible party, issue a closure letter, or make a determination that no further action is required with respect to a site upon which there was an unauthorized release of hazardous substances from an underground storage tank subject to this chapter unless all current record owners of fee title to the site of the proposed action have been notified of the proposed action by the primary or active responsible party. ACEH is required to notify the primary or active responsible party of their requirement to certify in writing to the local agency that the notification requirement in the above-mentioned regulation has been satisfied and to provide the local agency with a complete mailing list of all record fee title owners.

To satisfy the above-mentioned requirement, please complete the enclosed "List of Landowners Form," and mail it back to ACEH within thirty (30) days from the date of this letter. Also your comments must be considered prior to the proposed cleanup or closure. Please respond within 30 days from the date of this letter for your comments to be considered.

Alameda County Environmental Health (ACEH) is reviewing the fuel case file for the above referenced site for potential case closure. The case is being reviewed for possible closure under an industrial land use scenario with a Covenant and Environmental Restriction on Property (see attached). Public participation is a requirement for the Corrective Action Plan and case closure process. In order to notify potentially affected members of the public of the potential fuel leak case closure, we request that you distribute the attached Notification of Potential Case Closure to the addresses shown on attached mailing list **no later than July 26, 2011**. The Notification of Potential Case Closure requests that landowners or residents submit any comments or questions to ACEH regarding potential case closure by August 30, 2011. Following distribution by U.S. Mail to the attached mailing list, please submit written verification of the date that the Notification of Potential Case Closure was distributed. ACEH will consider all comments from the public prior to potential case closure.

Responsible Parties
RO0000092
July 20, 2011, Page 2

If you have any questions, please call me at (510) 567-6791 or send me an electronic mail message at jerry.wickham@acgov.org. Online case files are available for review at the following website: <http://www.acgov.org/aceh/index.htm>.

Sincerely,

Jerry Wickham, California PG 3766, CEG 1177, and CHG 297
Senior Hazardous Materials Specialist

Enclosures: Notification of Potential Case Closure
Mailing Addresses for Notification of Potential Case Closure
Draft Covenant and Environmental Restriction on Property (July 20, 2011 version)
List of Landowners Form

cc: Leroy Griffin, Oakland Fire Department, 250 Frank H. Ogawa Plaza, Ste. 3341, Oakland, CA 94612-2032
(Sent via E-mail to: lgriffin@oaklandnet.com)

Dave Robinson, AB&I Foundry, 7825 San Leandro Street, Oakland, CA 94621-2598

Kent Reynolds, The Source Group, Inc., 3451-C Vincent Road, Pleasant Hill, CA 94523 (Sent via E-mail to: kreynolds@thesourcegroup.net)

Donna Drogos, ACEH (Sent via E-mail to: donna.drogos@acgov.org)
Jerry Wickham, ACEH (Sent via E-mail to: jerry.wickham@acgov.org)

GeoTracker, eFile

LIST OF LANDOWNERS FORM

County of Alameda
Environmental Health Services
Environmental Protection
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577

CERTIFIED LIST OF RECORD FEE TITLE OWNERS FOR:

Site Name: American Brass & Iron Foundry
Address: 7825 San Leandro Street
City, State, Zip: Oakland, CA 94621
Record ID #: RO0000092

Please fill out item 1 if there are multiple site landowners (attach an extra sheet if necessary). If you are the sole site landowner, skip item 1 and fill out item 2.

1. In accordance with Section 25297.15(a) of Chapter 6.7 of the California Health & Safety Code, I, _____ (name of primary responsible party), certify that the following is a complete list of current record fee title owners and their mailing addresses for the above site:

Name: McWane, Inc. c/o Mike Olvera, AB&I Foundry
Address: 7825 San Leandro Street
City, State, Zip: Oakland, CA 94621
E-mail Address: _____

Name: Kurt Winter, Nine Plus LLC, c/o AB&I Foundry
Address: 7825 San Leandro Street
City, State, Zip: Hillsborough, CA 94010-6547
E-mail Address: _____

Name: Mike Olvera, AB&I Foundry
Address: 7825 San Leandro Street
City, State, Zip: Oakland, CA 94621
E-mail Address: _____

2. In accordance with Section 25297.15(a) of Chapter 6.7 of the California Health & Safety Code, I _____, certify that I am the sole landowner for the above site.

Sincerely,

Signature of Primary Responsible Party

Printed Name

Date

E-mail Address



ENVIRONMENTAL HEALTH SERVICES
ENVIRONMENTAL PROTECTION
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577
(510) 567-6700
FAX (510) 337-9335

**NOTIFICATION OF POTENTIAL CASE CLOSURE
AMERICAN BRASS & IRON FOUNDRY
July 22, 2011**

**Site Location: 7825 San Leandro Street, Oakland, CA 94621
Fuel Leak Case RO0000092 and GeoTracker Global ID T0600100065**

Summary – This fact sheet has been prepared to inform community members and other interested parties of potential case closure for a fuel leak case at American Brass & Iron Foundry at 7825 San Leandro Street in Oakland, California (see attached map on back). Seven underground storage tanks (USTs) were removed from four separate areas of the site between 1982 and 1992. Some contaminated soil was excavated and removed from around the USTs during the removals.

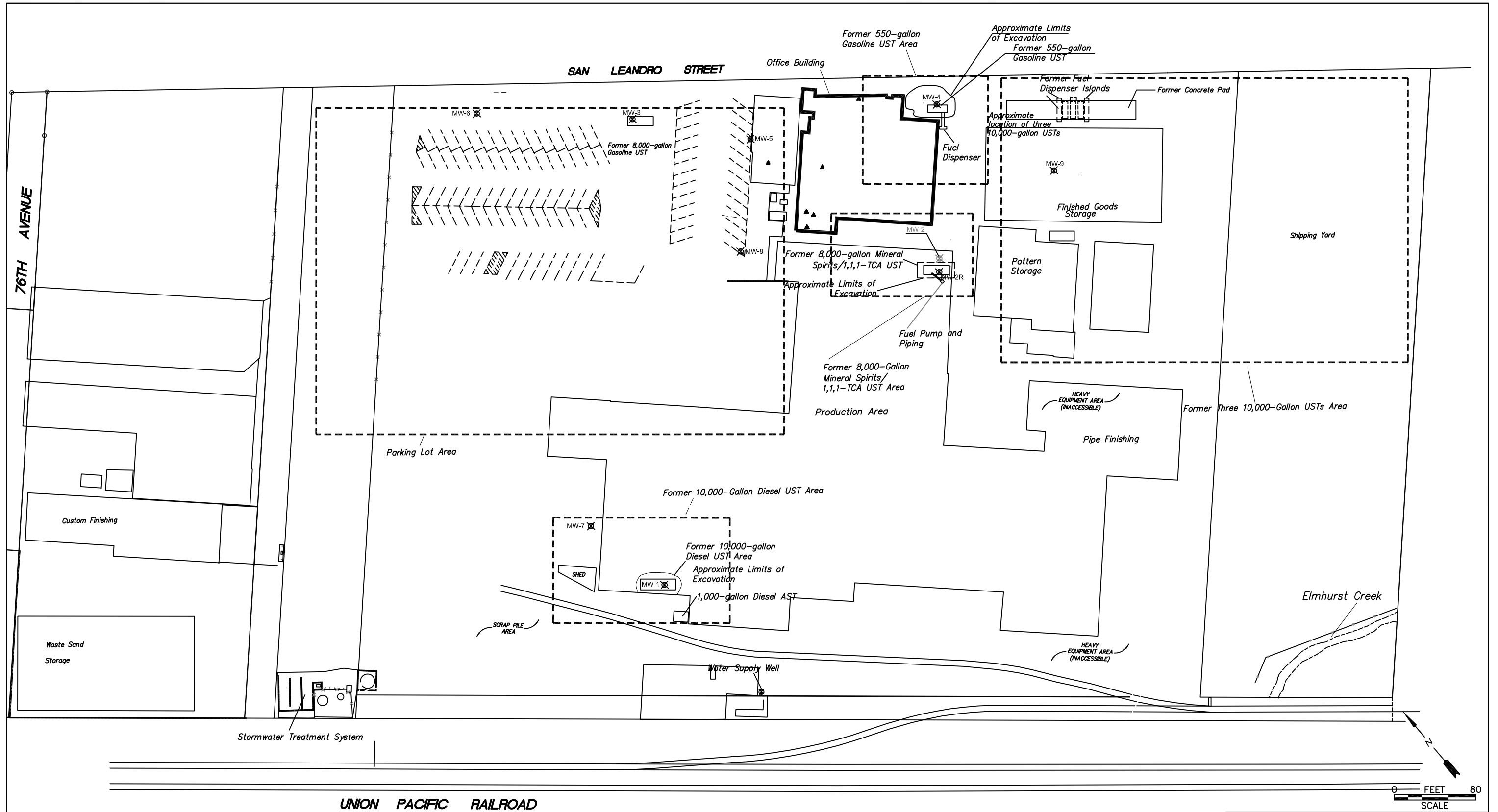
Following the UST removals, four groundwater monitoring wells were installed in 1993, adjacent to each of the former UST areas. Quarterly sampling of the USTs was conducted between 1993 and 2006. Site investigation activities that included soil, groundwater, and soil vapor sampling were conducted between 2006 and 2009 to assess the need for further cleanup. The extent of groundwater contamination appears to be limited to the AB&I property and does not extend to neighboring properties.

Based on the site investigation results, additional cleanup activities were initiated in June 2009 in the area of three former 10,000-gallon UST used for storing gasoline and one 8,000-gallon UST used for storing mineral spirits and later storing the solvent 1,1,1-trichloroethane (1,1,1-TCA). Within the area of the three former 10,000-gallon gasoline USTs, a proprietary solution of oxygen releasing compounds was injected into the groundwater at 9 locations to stimulate aerobic biodegradation of the petroleum hydrocarbons. Within the area of the former 8,000-gallon solvent UST, a food-grade vegetable oil was injected at 15 locations to stimulate anaerobic biodegradation of the solvents. Verification groundwater monitoring, which was conducted for a one-year period after the cleanup, indicates that chemical concentrations in groundwater have decreased in both areas, both plumes appear to be stable, and residual groundwater contamination can be expected to attenuate over time. Residual contamination in soil and groundwater will be addressed by a risk management plan and deed restriction for the site. Future use of the site is to be limited to industrial use. With these institutional controls for managing residual contamination, ACEH is considering potential closure of the fuel leak case.

Background – The site, which contains various warehouses, manufacturing, and office buildings, is an approximately 11.8 acres industrial facility in Oakland, CA. Site activities include the manufacture of pipe and fittings. AB&I has been operating at the facility since at least 1930.

Next Step – The public is invited to review and comment on the potential closure of the fuel leak case. The entire case file can be viewed over the Internet on the ACEH website (<http://www.acgov.org/aceh/lop/ust.htm>) or the State of California Water Resources Control Board Geotracker website (<http://geotracker.swrcb.ca.gov>). Please send written comments to Jerry Wickham at the address below; all comments will be forwarded to the responsible parties. **Comments received by August 30, 2011** will be considered and responded to prior to a final determination on the proposed case closure.

Additional information: Contact Jerry Wickham of the Alameda County Department of Environmental Health, 1131 Harbor Bay Parkway, Alameda, CA 94502 at 510-567-6791 or by email at jerry.wickham@acgov.org



Legend

MW-1 ☒ Existing Monitoring Well Location (BSK, 1993, 2006)
 MW-1 ☒ Abandoned Monitoring Well (BSK, 2006)
 UST Underground Storage Tank

SITE PLAN

AB&I FOUNDRY
 7825 SAN LEANDRO STREET
 OAKLAND, CALIFORNIA

Date: 1/19/08 Figure: 2

SGI Environmental THE SOURCE GROUP, INC.
 3451-C VINCENT ROAD
 PLEASANT HILL, CA 94523

All figures.dwg

**RO0092 Mailing Addresses
July 20, 2011**

Owner	Sort Parcel	Print Parcel	Address	City	Zip	OID
ALAMEDA COUNTY FLOOD CONTROL	042 431800401	42-4318-4-1	399 ELMHURST ST	HAYWARD CA	94544	204752
AMERCO REAL ESTATE CO	041 421000100	41-4210-1	PO BOX 29046	PHOENIX AZ	85038	37898
BOSCACCI ALLAN J & MARK MELVYN I TRS	041 420800100	41-4208-1	7825 SAN LEANDRO ST	OAKLAND CA	94621	190868
ENGS EDWARD W 3RD TR	041 421000200	41-4210-2	800 77TH AVE	OAKLAND CA	94621	37218
KANG RICHARD S & MICHELLE	042 431800101	42-4318-1-1	1915 WREN ST	OAKLAND CA	94602	170442
OAKLAND LODGE 324 LOYAL ORDER OF MOOSE	042 431800300	42-4318-3	690 HEGENBERGER RD	OAKLAND CA	94621	175107
S P CO 872-1-89-POR 9	041 420800700	41-4208-7	PO BOX 2500	BROOMFIELD CO	80038	160788
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	041 420900501	41-4209-5-1	1330 BROADWAY #1800	OAKLAND CA	94612	37035
W P CO 886-1-11-J2 & S P CO 872-1-89-12	041 420800600	41-4208-6	1700 FARNAM ST #10TH	OMAHA NE	68102	156262

Recording Requested By:

McWane, Inc.
c/o Mike Olvera, AB&I Foundry
7825 San Leandro Street
Oakland, California 94621-2598

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

AB&I Foundry
7825 San Leandro Street
Oakland, California

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the ____ day of _____, 2011__ by McWane, Inc. ("Covenantor") who is the Owner of record of that certain property situated at 7825 San Leandro Street , in the City of _ Oakland _____, County of Alameda _____, State of California, which is more particularly described in 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 previous industrial operations, including but not limited to the manufacture of cast pipe and fittings and warehousing operations and by releases from six underground fuel storage tanks formerly present at the Burdened Property. These operations resulted in contamination of soil and groundwater with organic chemicals including petroleum hydrocarbons, primarily benzene, toluene, ethylbenzene, and xylene; and chlorinated solvents, primarily 1,1,1-TCA, 1,1-dichloroethane (1,1-DCA), 1,1-dichloroethene (1,1-DCE), chloroethane, cis-and trans-1,2-dichloroethene (1,2-DCE), and vinyl chloride. These constituents constitute hazardous materials as that term is defined in Health & Safety Code Section 25260. To treat and control migration of contaminated soil and groundwater, several remedial actions were conducted at the Burdened Property including excavation and off-site disposal of contaminated

soil in the immediate vicinity of the UST areas and implementation of an enhanced biodegradation injection program.

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 exposure during future soil excavation resulting in dermal contact, inhalation, or ingestion by humans.. 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 used for the manufacture of cast pipe and fittings and warehousing operations and is adjacent to industrial and commercial land uses and is adjacent to industrial and commercial land uses 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.

ARTICLE 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. Covenantor 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.

ARTICLE II DEFINITIONS

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.

ARTICLE III 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;
- 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. Notwithstanding the foregoing, Covenantor may perform routine landscaping and maintenance of surface improvements thereon;
- g. All uses and development of the Burdened Property shall be consistent with any applicable County Cleanup Order or Risk Management Plan, 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. With the exception of the use of the one existing onsite water supply well for industrial water supply, 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;
- j. 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.
- k. 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.
- l. No Owner or Occupant of the Burdened Property shall use the Burdened Property to grow fruits or vegetables for consumption.

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.

ARTICLE IV 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.

ARTICLE 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"
McWane, Inc.
c/o Mike Olvera
AB&I Foundry
7825 San Leandro Street
Oakland, California 94621-2598

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 _____ 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: _____

By: _____

Title: _____

Date: _____

Agency: Alameda County
Environmental Health Services

By: _____

Title: Director

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel 2:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERN LINE OF 77TH AVENUE WITH THE SOUTHWESTERN LINE OF SAN LEANDRO STREET, AS SAID SOUTHWESTERN LINE IS DESCRIBED IN THE DEED FROM H. SORENSEN TO SAN FRANCISCO BAY AREA TRANSIT DISTRICT, RECORDED DECEMBER 9, 1966, REEL 1885, IMAGE 513 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, INSTRUMENT NO. AY/137604; THENCE ALONG SAID SOUTHWESTERN LINE OF SAN LEANDRO STREET, SOUTH 44° 24' 56" EAST, 199.26 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5953.01 FEET, THROUGH A CENTRAL ANGLE OF 0° 27' 26", AN ARC DISTANCE OF 47.52 FEET TO THE ACTUAL POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID POINT, SOUTH 52° 17' 11" WEST, 510.14 FEET TO THE NORTHEASTERN LINE OF THE LANDS OF CENTRAL PACIFIC RAILWAY COMPANY; THENCE ALONG SAID NORTHEASTERN LINE, SOUTH 41° 16' 08" EAST, 103.97 FEET TO THE NORTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO AMERICAN BRASS AND IRON FOUNDRY; THENCE ALONG SAID NORTHWESTERN LINE, NORTH 52° 03' 12" EAST, 513.94 FEET TO A POINT ON THE SOUTHWESTERN LINE OF SAN LEANDRO STREET, FROM SAID POINT THE CENTER OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 5953.01 FEET BEARS SOUTH 47° 01' 31" WEST; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0° 59' 01", AN ARC DISTANCE OF 102.20 FEET BACK TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, ALL TANGIBLE IMPROVEMENTS EXISTING ON JUNE 15, 2006, INCLUDING, WITHOUT RESERVATION, ALL BUILDINGS, FOUNDATIONS, FOOTINGS, STRUCTURAL ATTACHMENTS, PAVING AND FLOORING, AND OTHER PHYSICAL ACCESSIONS OF EVERY KIND AND NATURE, THAT ARE LOCATED ON, UNDER OR ABOVE THE GROUND SURFACE OF THE REAL PROPERTY DESCRIBED AS PARCELS 1, 2, 3 AND 4 OF THE DEEDS RECORDED JUNE 29, 2006, INSTRUMENT NO. 2006249865 AND OCTOBER 30, 2006, INSTRUMENT NO. 2006404171, OFFICIAL RECORDS, AS RESERVED BY DEED FROM AB&I, A CALIFORNIA CORPORATION, RECORDED JUNE 29, 2006, AS INSTRUMENT NO. 2006249865, OFFICIAL RECORDS, AND CORRECTED BY "CORRECTION GRANT DEED" RECORDED OCTOBER 30, 2006, AS INSTRUMENT NO, 2006404171, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO. 041-4209-001-01

Parcel 3:

BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF SAN LEANDRO STREET, AS SAID STREET EXISTED PRIOR TO THE WIDENING THEREOF TO 80 FEET, DISTANT THEREON SOUTH 44° 12' EAST, 392.13 FEET FROM THE SOUTHEASTERN LINE OF 77TH AVENUE, AS SAID AVENUE EXISTED PRIOR TO JULY 25, 1945; THENCE ALONG SAID LINE OF SAN LEANDRO STREET, SOUTH 44° 12' EAST, 156.85 FEET; THENCE SOUTH 50° 15' WEST, 388.65 FEET TO THE NORTHEASTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM E. G. NEILSON AND LUCY L. NEILSON TO ARNOLD A. BOSCACCI, ET AL, DATED APRIL 24, 1942, RECORDED MAY 18, 1942, BOOK 4220 OR, PAGE 222, ALAMEDA COUNTY RECORDS; THENCE ALONG THE LAST NAMED LINE, SOUTH 43° 06' EAST, 80 FEET TO THE SOUTHEASTERN LINE OF SAID LAND DESCRIBED IN SAID DEED; THENCE ALONG THE LAST NAMED LINE, SOUTH 50° 15' WEST, 170 FEET TO THE NORTHEASTERN LINE OF THE PARCEL OF LAND FIRSTLY DESCRIBED IN THE DEED BY W. K. WASHBURN AND M. E. WASHBURN TO CENTRAL PACIFIC RAILWAY COMPANY AND WESTERN PACIFIC RAILROAD COMPANY, DATED APRIL 8, 1929, RECORDED IN BOOK 2092 OR, PAGE 383, ALAMEDA COUNTY RECORDS; THENCE ALONG THE LAST NAMED LINE, NORTH 43° 06' WEST, 236.65 FEET TO A LINE DRAWN SOUTH 50° 15' WEST FROM THE POINT OF BEGINNING; THENCE NORTH 50° 15' EAST, 555.58 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE NORTHEASTERN 30 FEET THEREOF, TAKEN FOR THE WIDENING OF SAN LEANDRO STREET, AS SAID STREET NOW EXISTS 80 FEET WIDE, SINCE JUNE 26, 1947.

ALSO EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED REAL PROPERTY:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERN LINE OF 77TH AVENUE WITH THE SOUTHWESTERN LINE OF SAN LEANDRO STREET, AS SAID AVENUE AND SAID STREET NOW EXIST; THENCE ALONG THE SOUTHWESTERN LINE OF SAN LEANDRO STREET, SOUTH 42° 23' 40" EAST, 347.97 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT LYING ON THE SOUTHEASTERN LINE OF A PARCEL OF LAND DESCRIBED IN THE DEED BY BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION TO H. A. SORENSEN, DATED FEBRUARY 20, 1939, RECORDED FEBRUARY 25, 1939, BOOK 3740 OR, PAGE 240, ALAMEDA COUNTY RECORDS; THENCE CONTINUING ALONG THE SOUTHWESTERN LINE OF SAN LEANDRO STREET, SOUTH 42° 23' 40" EAST, 156.84 FEET; THENCE LEAVING SAID SOUTHWESTERN LINE OF SAN LEANDRO STREET, SOUTH 52° 03' 20" WEST, 11.12 FEET; THENCE NORTH 42° 22' 28" WEST, 94.48 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5,953.01 FEET, THROUGH A CENTRAL ANGLE OF 0° 36' 01", AN ARC DISTANCE OF 62.37 FEET TO THE AFOREMENTIONED SOUTHEASTERN LINE (3740 OR 40); THENCE ALONG SAID SOUTHEASTERN LINE, NORTH 52° 03' 20" EAST, 11.39 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, ALL TANGIBLE IMPROVEMENTS EXISTING ON JUNE 15, 2006, INCLUDING, WITHOUT RESERVATION, ALL BUILDINGS, FOUNDATIONS, FOOTINGS, STRUCTURAL ATTACHMENTS, PAVING AND FLOORING, AND OTHER PHYSICAL ACCESSIONS OF EVERY KIND AND NATURE, THAT ARE LOCATED ON, UNDER OR ABOVE THE GROUND SURFACE OF THE REAL PROPERTY DESCRIBED AS PARCELS 1, 2, 3 AND 4 OF THE DEEDS RECORDED JUNE 29, 2006, INSTRUMENT NO. 2006249865 AND OCTOBER 30, 2006 AS INSTRUMENT NO. 2006404171, OFFICIAL RECORDS, AS RESERVED BY DEED FROM AB&I, A CALIFORNIA CORPORATION, RECORDED JUNE 29, 2006, AS INSTRUMENT NO. 2006249865, OFFICIAL RECORDS, AND CORRECTED BY "CORRECTION GRANT DEED" RECORDED OCTOBER 30, 2006, AS INSTRUMENT NO, 2006404171, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO. 041-4209-003-02

Parcel 4:

BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF SAN LEANDRO STREET, DISTANT THEREON SOUTH 44° 12' EAST, 548.98 FEET FROM THE SOUTHEASTERN LINE OF 77TH AVENUE; THENCE ALONG SAID LINE OF SAN LEANDRO STREET, SOUTH 44° 12' 3AST, 153.13 FEET TO THE NORTHWESTERN LINE OF 81ST AVENUE, AS SAID AVENUE IS DESCRIBED IN THE DEED FROM R. D. AYER AND OLIVO TO THE CITY OF OAKLAND, DATED JANUARY 16, 1914 AND RECORDED FEBRUARY 3, 1914, IN BOOK 2231 OF DEEDS, PAGE 60, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, STATE OF CALIFORNIA; THENCE ALONG THE LAST NAMED LINE, SOUTH 50° 15' WEST, 561.59 FEET TO THE NORTHEASTERN LINE OF LAND CONVEYED BY W. K. WASHBURN AND M. E. WASHBURN TO CENTRAL PACIFIC RAILWAY COMPANY AND THE WESTERN PACIFIC RAILROAD COMPANY, BY DEED DATED APRIL 8, 1929 AND RECORDED APRIL 20, 1929, IN BOOK 2092 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, AT PAGE 383; THENCE ALONG THE LAST NAMED LINE, NORTH 43° 06' WEST, 152.93 FEET TO A LINE DRAWN SOUTH 50° 15' WEST FROM THE POINT OF BEGINNING; THENCE NORTH 50° 15' EAST, 558.65 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE FOLLOWING:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERN LINE OF SAN LEANDRO STREET WITH THE NORTHWESTERN LINE OF 81ST AVENUE, AS SAID STREET AND AVENUE NOW EXIST; THENCE ALONG SAID SOUTHWESTERN LINE OF SAN LEANDRO STREET, NORTH 42° 23' 40" WEST, 152.77 FEET TO THE SOUTHEASTERN LINE OF A PARCEL OF LAND DESCRIBED IN THE DEED BY BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION TO ARNOLD A. BOSCACCI AND RITA M. BOSCACCI, DATED NOVEMBER 25, 1940, RCORDED IN BOOK 4011 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 112; THENCE LEAVING THE SOUTHWEST LINE OF SAN LEANDRO STREET AND RUNNING ALONG THE SOUTHEASTERN LINE OF SAID PARCEL (4011 OR 112), SOUTH 52° 03' 20" WEST, 11.12 FEET; THENCE LEAVING SAID SOUTHEASTERN LINE, SOUTH 42° 22' 28" EAST, 152.77 FEET TO THE NORTHWESTERN LINE OF 81ST STREET; THENCE ALONG SAID NORTHWESTERN LINE, NORTH 52° 03' 20" EAST, 11.17 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, ALL THAT REAL PROPERTY DESCRIBED IN THE DEED FROM E. G. NEILSON, ET UX, TO ARNOLD A. BOSCACCI, ET UX, RECORDED MAY 18, 1942, IN BOOK 4220, PAGE 222, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM, ALL TANGIBLE IMPROVEMENTS EXISTING ON JUNE 15, 2006, INCLUDING, WITHOUT RESERVATION, ALL BUILDINGS, FOUNDATIONS, FOOTINGS, STRUCTURAL ATTACHMENTS, PAVING AND FLOORING, AND OTHER PHYSICAL ACCESSIONS OF EVERY KIND AND NATURE, THAT ARE LOCATED ON, UNDER OR ABOVE THE GROUND SURFACE OF THE REAL PROPERTY DESCRIBED AS PARCELS 1, 2, 3 AND 4 OF THE DEEDS RECORDED JUNE 29, 2006, INSTRUMENT NO. 2006249865 AND OCTOBER 30, 2006, AS INSTRUMENT NO, 2006404171, OFFICIAL RECORDS, AS RESERVED BY DEED FROM AB&I, A CALIFORNIA CORPORATION, RECORDED JUNE 29, 2006, AS INSTRUMENT NO. 2006249865, OFFICIAL RECORDS, AND CORRECTED BY "CORRECTION GRANT DEED" RECORDED OCTOBER 30, 2006, AS INSTRUMENT NO, 2006404171, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO. 041-4209-008-01 (PORTION)

Parcel 5:

A PORTION OF THAT CERTAIN PIECE OR PARCEL OF LAND HERETOFORE CONVEYED BY EMMA F. MATHEWS TO R. B. AYER, BY DEED DATED MAY 23, 1912 AND RECORDED IN BOOK 2073 OF DEEDS, AT PAGE 155, RECORDS OF ALAMEDA COUNTY, CALIFORNIA, AND BEING A STRIP OF LAND, 60 FEET IN WIDTH, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERN LINE OF THE 80-FOOT RIGHT OF WAY OF THE WESTERN PACIFIC RAILWAY (NOW SOUTHERN PACIFIC RAILWAY) WITH A LINE DRAWN PARALLEL TO AND DISTANT 700.00 FEET SOUTHEASTERLY (MEASURED AT RIGHT ANGLES) FROM THE SOUTHEASTERN LINE OF FITCHBURG, AS SAID FITCHBURG IS DELINEATED AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED, "MAP OF FITCHBURG", ETC., AND FILED IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY, CALIFORNIA, JANUARY 25, 1870; AND RUNNING THENCE ALONG SAID LINE DRAWN PARALLEL TO SAID SOUTHEASTERN LINE OF FITCHBURG, SOUTH 50° 15' WEST, 631.09 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE NORTHEASTERN LINE OF THE 100-FOOT RIGHT OF WAY OF THE CENTRAL PACIFIC RAILWAY; THENCE LEAVING SAID LINE SO DRAWN, PARALLEL TO THE SOUTHEASTERN LINE OF FITCHBURG AND ALONG SAID NORTHEASTERN RIGHT OF WAY LINE OF THE CENTRAL PACIFIC RAILWAY, SOUTH 43° 07' EAST, 60.11 FEET TO THE POINT OF INTERSECTION THEREOF WITH A LINE DRAWN PARALLEL TO AND DISTANT 760.00 FEET SOUTHEASTERLY (MEASURED AT RIGHT ANGLES) FROM SAID SOUTHEASTERN LINE OF FITCHBURG; THENCE LEAVING SAID RIGHT OF WAY LINE OF THE CENTRAL PACIFIC RAILWAY AND ALONG SAID LINE DRAWN PARALLEL TO THE SOUTHEASTERN LINE OF FITCHBURG, NORTH 50° 15' EAST, 632.25 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE SAID SOUTHWESTERN LINE OF THE 80 FOOT RIGHT OF WAY OF THE WESTERN PACIFIC RAILWAY; THENCE LEAVING SAID LAST PARALLEL LINE AND ALONG SAID SOUTHEASTERN RIGHT OF WAY LINE OF THE WESTERN PACIFIC RAILWAY, NORTH 44° 13' WEST, 60.13 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: THIS PORTION OF THE HEREIN DESCRIBED PARCEL LYING NORTHEASTERLY OF THE SOUTHWESTERN LINE OF SAN LEANDRO STREET, AS SAN LEANDRO STREET (FORMERLY RUSSETT STREET) IS DESCRIBED AND DEDICATED IN CERTAIN FINAL JUDGMENT IN CONDEMNATION, BEING ALSO ACTION NUMBER 82662 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF ALAMEDA, FILED UNDER RECORDER'S SERIES NUMBER Y 76189, OFFICIAL RECORDS, ALAMEDA COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM, ALL TANGIBLE IMPROVEMENTS EXISTING ON JUNE 15, 2006, INCLUDING, WITHOUT RESERVATION, ALL BUILDINGS, FOUNDATIONS, FOOTINGS, STRUCTURAL ATTACHMENTS, PAVING AND FLOORING, AND OTHER PHYSICAL ACCESSIONS OF EVERY KIND AND NATURE, THAT ARE LOCATED ON, UNDER OR ABOVE THE GROUND SURFACE OF THE REAL PROPERTY DESCRIBED AS PARCELS 1, 2, 3 AND 4 OF THE DEEDS RECORDED JUNE 29, 2006, INSTRUMENT NO. 2006249865 AND OCTOBER 30, 2006, AS INSTRUMENT NO. 2006404171, OFFICIAL RECORDS, AS RESERVED BY DEED FROM AB&I, A CALIFORNIA CORPORATION, RECORDED JUNE 29, 2006, AS INSTRUMENT NO. 2006249865, OFFICIAL RECORDS, AND CORRECTED BY "CORRECTION GRANT DEED" RECORDED OCTOBER 30, 2006, AS INSTRUMENT NO, 2006404171, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO. 041-4209-008-01 (PORTION)

Parcel 6:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERN LINE OF 77TH AVENUE WITH THE SOUTHWESTERN LINE OF SAN LEANDRO STREET, AS SAID AVENUE AND STREET NOW EXIST; THENCE ALONG SAID LINE OF SAN LEANDRO STREET, SOUTH 44° 12' EAST, 347.99 FEET TO THE SOUTHEASTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED BY BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION TO H. A. SORENSEN, DATED FEBRUARY 20, 1939, RECORDED FEBRUARY 25, 1939, IN BOOK 3740 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 240; THENCE ALONG THE LAST NAMED LINE, SOUTH 50° 15' WEST, 525.49 FEET TO THE NORTHEASTERN LINE OF THE PARCEL OF LAND FIRSTLY DESCRIBED IN THE DEED BY W. K. WASHBURN, ET UX, TO CENTRAL PACIFIC RAILWAY COMPANY, ET AL, DATED APRIL 8, 1929, RECORDED APRIL 20, 1929, BOOK 2092 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 383; THENCE ALONG THE LAST NAMED LINE, NORTHWESTERLY 347.40 FEET TO SAID SOUTHEASTERN LINE OF 77TH AVENUE; THENCE ALONG THE LAST NAMED LINE, NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 353 FEET, A DISTANCE OF 10.18 FEET, AND TANGENT WITH THE LAST NAMED COURSE, NORTH 50° 15' EAST, 508.67 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION CONVEYED TO SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, DATED OCTOBER 4, 1966, RECORDED DECEMBER 9, 1966, REEL 1885, IMAGE 513, OFFICIAL RECORDS, INSTRUMENT NO. AY/137604.

EXCEPTING THEREFROM, ALL THAT REAL PROPERTY IN THE CITY OF OAKLAND, ALAMEDA COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERN LINE OF 77TH AVENUE WITH THE SOUTHWESTERN LINE OF SAN LEANDRO STREET, AS SAID SOUTHWESTERN LINE IS DESCRIBED IN THE DEED FROM H. SORENSEN TO SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, RECORDED DECEMBER 9, 1966, REEL 1885, IMAGE 513, OF OFFICIAL RECORDS OF ALAMEDA COUNTY, INSTRUMENT NO. AY/137604; THENCE ALONG SAID SOUTHWESTERN LINE OF SAN LEANDRO STREET, SOUTH 44° 24' 56" EAST, 199.26 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 5953.01 FEET, THROUGH A CENTRAL ANGLE OF 0° 27' 26", AN ARC DISTANCE OF 47.52 FEET TO THE ACTUAL POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID POINT, SOUTH 52° 17' 11" WEST, 510.14 FEET TO THE NORTHEASTERN LINE OF THE LAND OF CENTRAL PACIFIC RAILWAY COMPANY; THENCE ALONG SAID NORTHEASTERN LINE, SOUTH 41° 16' 08" EAST, 103.97 FEET TO THE NORTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO AMERICAN BRASS AND IRON FOUNDRY; THENCE ALONG SAID NORTHWESTERN LINE, NORTH 52° 03' 12" EAST, 513.94 FEET TO A POINT ON THE SOUTHWESTERN LINE OF SAN LEANDRO STREET, FROM SAID POINT THE CENTER OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 5953.01 FEET, BEARS SOUTH 47° 01' 31" WEST; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0° 59' 01", AN ARC DISTANCE OF 102.20 FEET BACK TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, ALL TANGIBLE IMPROVEMENTS EXISTING ON JUNE 15, 2006, INCLUDING, WITHOUT RESERVATION, ALL BUILDINGS, FOUNDATIONS, FOOTINGS, STRUCTURAL ATTACHMENTS, PAVING AND FLOORING, AND OTHER PHYSICAL ACCESSIONS OF EVERY KIND AND NATURE, THAT ARE LOCATED ON, UNDER OR ABOVE THE GROUND SURFACE OF THE REAL PROPERTY, AS RESERVED IN THE DEED FROM AB&I, A CALIFORNIA CORPORATION, RECORDED JUNE 29, 2006, AS INSTRUMENT NO. 2006249864, OFFICIAL RECORDS.

(parcel 6 continued on next page)

ALSO EXCEPTING THEREFROM, ALL TANGIBLE IMPROVEMENTS EXISTING ON OCTOBER 26, 2006, INCLUDING, WITHOUT RESERVATION, ALL BUILDINGS, FOUNDATIONS, FOOTINGS, STRUCTURAL ATTACHMENTS, PAVING AND FLOORING, AND OTHER PHYSICAL ACCESSIONS OF EVERY KIND AND NATURE, THAT ARE LOCATED ON, UNDER OR ABOVE THE GROUND SURFACE OF THE REAL PROPERTY, AS GRANTED IN THE DEED FROM BOSCACCI GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY TO AB&I, A CALIFORNIA CORPORATION, RECORDED OCTOBER 30, 2006, AS INSTRUMENT NO. 2006404174, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO. 041-4209-001-02