

Wickham, Jerry, Env. Health

From: Matthew Ryder-Smith [MRyder-Smith@clearwatergroup.com]
Sent: Monday, December 04, 2006 2:36 PM
To: Wickham, Jerry, Env. Health
Subject: RE: 2744 East 11th Street, Oakland, CA

Jerry,

We have our electrical conductivity equipment working so we are going to use that on the site. We plan to conduct the EC on Friday December 8. The soil borings will follow after that at a later date.

Regards,

Matthew Ryder-Smith

From: Wickham, Jerry, Env. Health [mailto:jerry.wickham@acgov.org]
Sent: Wednesday, November 22, 2006 9:27 AM
To: Matthew Ryder-Smith
Subject: RE: 2744 East 11th Street, Oakland, CA

Matthew,

The use of CPT with induced fluorescence fuel detection is acceptable in lieu of electrical conductivity logging. Conducting the field work at a later date is acceptable provided that the site investigation report is submitted by February 28, 2007.

Regards,

Jerry Wickham

Alameda County Environmental Health
1131 Harbor Bay Parkway
Alameda, CA 94502-6577
510-567-6791 Phone
510-933-9335 Fax
jerry.wickham@acgov.org

From: Matthew Ryder-Smith [mailto:MRyder-Smith@clearwatergroup.com]
Sent: Tuesday, November 21, 2006 4:22 PM
To: Wickham, Jerry, Env. Health
Subject: 2744 East 11th Street, Oakland, CA

Jerry,

We are preparing to conduct the soil and groundwater investigation at the Lucasey Manufacturing property, 2744 East 11th Street, Oakland. Your May 12, 2006 letter requests that we conduct electrical conductivity logging at 7 locations on the property. We are thinking of using a CPT rig with a fuel fluorescence detector instead and collect representative samples where we see high TPH readings and changes in the lithology. Would this be acceptable?

12/5/2006

We have conducted the utility location at the site and cleared the boring locations for drilling. We have applied for and received the boring permits and are waiting on the Oakland Department of Public Works encroachment permit.

I understand that you have directed us to begin the field investigation by November 30, however, it is becoming difficult to co-ordinate the driller, mobile laboratory and permits before this date. We are definitely underway with this investigation. With your approval, we will co-ordinate the drilling for late in December or early in January. While we need an extension of the November 30 'field work start date', we expect to still be able to meet your February 28, 2007 investigation report due date.

Regards,

Matthew Ryder-Smith
Clearwater Group
Project Manager
229 Tewksbury Ave
Point Richmond, CA 94801
510-307-9943 x222
510-590-1097 (cell)

12/5/2006

R02902

Wickham, Jerry, Env. Health

To: Matthew Ryder-Smith
Subject: RE: 2744 East 11th Street, Oakland, CA

Matthew,

The use of CPT with induced fluorescence is acceptable in lieu of electrical conductivity logging. Scheduling the field investigation at a later date is acceptable provided that you are able to complete reporting for the investigation by February 28, 2007.

Regards,
Jerry Wickham
Alameda County Environmental Health
1131 Harbor Bay Parkway
Alameda, CA 94502-6577
510-567-6791 Phone
510-933-9335 Fax
jerry.wickham@acgov.org

From: Matthew Ryder-Smith [mailto:MRyder-Smith@clearwatergroup.com]
Sent: Tuesday, November 21, 2006 4:22 PM
To: Wickham, Jerry, Env. Health
Subject: 2744 East 11th Street, Oakland, CA

Jerry,

We are preparing to conduct the soil and groundwater investigation at the Lucasey Manufacturing property, 2744 East 11th Street, Oakland. Your May 12, 2006 letter requests that we conduct electrical conductivity logging at 7 locations on the property. We are thinking of using a CPT rig with a fuel florescence detector instead and collect representative samples where we see high TPH readings and changes in the lithology. Would this be acceptable?

We have conducted the utility location at the site and cleared the boring locations for drilling. We have applied for and received the boring permits and are waiting on the Oakland Department of Public Works encroachment permit.

I understand that you have directed us to begin the field investigation by November 30, however, it is becoming difficult to co-ordinate the driller, mobile laboratory and permits before this date. We are definitely underway with this investigation. With your approval, we will co-ordinate the drilling for late in December or early in January. While we need an extension of the November 30 'field work start date', we expect to still be able to meet your February 28, 2007 investigation report due date.

Regards,

Matthew Ryder-Smith
Clearwater Group
Project Manager
229 Tewksbury Ave

11/22/2006

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



7

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

September 21, 2006

Mr. Parwez Faizi
Lucasey Manufacturing
2744 East 11th Street
Oakland, CA 94601

Subject: SLIC Case RO0002902, Lucasey Manufacturing, 2744 East 11th Street, Oakland, CA 94601 – Schedule Extension

Dear Mr. Faizi:

Alameda County Environmental Health (ACEH) staff has received a request for a schedule extension for the above-referenced Spills, Leaks, Investigations, and Cleanups (SLIC) case in correspondence dated September 11, 2006 from Matthew Ryder-Smith of Clearwater Group. In correspondence dated May 12, 2006, ACEH requested that you submit a Soil and Groundwater Investigation Report that presents the results of soil and groundwater sampling by September 29, 2006. The September 11, 2006 correspondence from Clearwater Group requests a six-month extension in order to resolve issues of identifying responsible parties.

A six-month extension prior to proceeding with the investigation work is not acceptable. However, we will allow a 60-day period to resolve any issues and begin the field investigation according to the schedule outlined in the Technical Report Request below. Therefore, we request that you perform the proposed work and send us the reports described below. Please provide 72-hour advance written notification to this office (e-mail preferred to jerry.wickham@accgov.org) prior to the start of field activities.

TECHNICAL REPORT REQUEST

Please submit technical reports to Alameda County Environmental Health (Attention: Jerry Wickham), according to the following schedule:

- **November 30, 2006** – Begin Proposed Field Investigation
- **February 28, 2007** – Soil and Groundwater Investigation Report

These reports are being requested pursuant to California Health and Safety Code Section 25296.10. 23 CCR Sections 2652 through 2654, and 2721 through 2728 outline the responsibilities of a responsible party in response to an unauthorized release from a petroleum UST system, and require your compliance with this request.

ELECTRONIC SUBMITTAL OF REPORTS

Effective **January 31, 2006**, the Alameda County Environmental Cleanup Oversight Programs (LOP and SLIC) require submission of all reports in electronic form to the county's ftp site. Paper copies of reports will no longer be accepted. The electronic copy replaces the paper copy and will be used for all public information requests, regulatory review, and compliance/enforcement activities. Instructions for submission of electronic documents to the Alameda County Environmental Cleanup Oversight Program ftp site are provided on the attached "Electronic Report Upload (ftp) Instructions." Please do not submit reports as attachments to electronic mail.

Submission of reports to the Alameda County ftp site is an addition to existing requirements for electronic submittal of information to the State Water Resources Control Board (SWRCB) Geotracker website. Submission of reports to the Geotracker website does not fulfill the requirement to submit documents to the Alameda County ftp site. In September 2004, the SWRCB adopted regulations that require electronic submittal of information for groundwater cleanup programs. For several years, responsible parties for cleanup of leaks from underground storage tanks (USTs) have been required to submit groundwater analytical data, surveyed locations of monitor wells, and other data to the Geotracker database over the Internet. Beginning July 1, 2005, electronic submittal of a complete copy of all necessary reports was required in Geotracker (in PDF format). Please visit the SWRCB website for more information on these requirements (http://www.swrcb.ca.gov/ust/cleanup/electronic_reporting).

PERJURY STATEMENT

All work plans, technical reports, or technical documents submitted to ACEH must be accompanied by a cover letter from the responsible party that states, at a minimum, the following: "I declare, under penalty of perjury, that the information and/or recommendations contained in the attached document or report is true and correct to the best of my knowledge." This letter must be signed by an officer or legally authorized representative of your company. Please include a cover letter satisfying these requirements with all future reports and technical documents submitted for this fuel leak case.

PROFESSIONAL CERTIFICATION & CONCLUSIONS/RECOMMENDATIONS

The California Business and Professions Code (Sections 6735, 6835, and 7835.1) requires that work plans and technical or implementation reports containing geologic or engineering evaluations and/or judgments be performed under the direction of an appropriately registered or certified professional. For your submittal to be considered a valid technical report, you are to present site specific data, data interpretations, and recommendations prepared by an appropriately licensed professional and include the professional registration stamp, signature, and statement of professional certification. Please ensure all that all technical reports submitted for this fuel leak case meet this requirement.


Mr. Parwez Faizi
September 21, 2006
Page 3

AGENCY OVERSIGHT

If it appears as though significant delays are occurring or reports are not submitted as requested, we will consider referring your case to the Regional Board or other appropriate agency, including the County District Attorney, for possible enforcement actions. California Health and Safety Code, Section 25299.76 authorizes enforcement including administrative action or monetary penalties of up to \$10,000 per day for each day of violation.

If you have any questions, please call me at (510) 567-6791.

Sincerely,



Jerry Wickham
Hazardous Materials Specialist

Enclosure: ACEH Electronic Report Upload (ftp) Instructions

cc: Matthew Ryder-Smith
Clearwater Group
229 Tewksbury Avenue
Point Richmond, CA 94801

Donna Drogos, ACEH
Jerry Wickham, ACEH
File

CLEARWATER
GROUP
Environmental Services

September 11, 2006

Mr. Jerry Wickham
Hazardous Materials Specialist
Alameda County Environmental Health Services
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577
By FAX: 510-337-9335

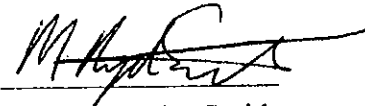
Subject: SLIC Case RO0002902, Lucasey Manufacturing, 2744 East 11th Street, Oakland, California

Dear Mr. Wickham:

Clearwater Group (Clearwater) on behalf of Lucasey Manufacturing (Client) requests an extension for the submission of the "Soil and Groundwater Investigation Report" requested in your May 12, 2006 letter. The issue of identifying the responsible party is currently being pursued by our client and other parties. They would like to resolve this issue before proceeding with the investigation work.

This process is underway and contact has been made with possible responsible parties, however, it is currently not resolved and therefore at this time we would like to ask for six-month extension from September 29, 2006.

If you would like to discuss this matter please call me at 510-590-1097

Regards,
Clearwater Group

Matthew Ryder-Smith
Project Manager

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



7

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

May 12, 2006

Mr. Parwez Faizi
Lucasey Manufacturing
2744 East 11th Street
Oakland, CA 94601

Subject: SLIC Case RO0002902, Lucasey Manufacturing, 2744 East 11th Street, Oakland, CA 94601 – Work Plan Review

Dear Mr. Faizi:

Alameda County Environmental Health (ACEH) staff has reviewed the Spills, Leaks, Investigations, and Cleanups (SLIC) case file for the above-referenced site, including the document entitled, "Soil and Groundwater Investigation Workplan," dated April 25, 2006. The Work Plan proposes advancing soil borings to collect soil and groundwater samples and using a mobile laboratory to delineate the extent of contamination. The proposed scope of work is generally acceptable provided that the technical comments below are addressed and incorporated during the field investigation.

We request that you address the following technical comments, perform the proposed work, and send us the reports described below. Please provide 72-hour advance written notification to this office (e-mail preferred to jerry.wickham@acgov.org) prior to the start of field activities.

TECHNICAL COMMENTS

- 1. Base Maps and Plume Extent.** The locations of site features and previous soil borings shown on the Proposed Soil Boring Locations map (Figure 6) differ from the locations of features and previous soil borings shown on Figure 4. Please verify that the locations of site features and previous soil borings on the base map used for Figure 6 are accurate. Please make any necessary revisions prior to conducting the field investigation. If any significant revisions the Proposed Soil Boring Locations map (Figure 6) are necessary, please submit the revised map of boring locations to ACEH for review prior to conducting the field investigation.
- 2. Plume Extent on Figure 6 and Soil Boring Locations.** The "Estimated Extent of Hydrocarbon Plume," which is shown on Figure 6 as a hachured area, significantly underestimates the size of the dissolved phase hydrocarbon plume. The hachured area is approximately the size of the area of probable free product. Several of the proposed borings, particularly those south of the hachured area are north of existing borings where groundwater contamination has already been detected at significant concentrations. Therefore, collecting grab groundwater samples at these proposed locations is not likely to achieve the stated objective of delineating the horizontal extent of the plume. However, these proposed borings are expected to be useful in delineating the extent of free product

and highly elevated concentrations of residual product in soil within the interior portion of the plume. In order to provide delineation of the dissolved phase plume, we have requested additional soil boring locations, which are shown on the attached figure entitled, "Revised Soil Boring Locations." ACEH has no objection to advancing stepout borings based on observed conditions and analytical results from a mobile laboratory. Please advance the additional requested borings shown on the attached figure and present the results in the Soil and Groundwater Investigation Report requested below.

3. **Soil Samples.** We concur with the collection of continuous soil samples for logging purposes in each boring. At a minimum, we request that one soil sample collected from a depth of 5 feet bgs, one soil sample collected from the capillary fringe, and one soil sample collected at the first lithologic change below first-encountered groundwater be submitted for laboratory analyses from each boring. If contamination is observed, soil samples are to be submitted for laboratory analyses for all depth intervals where the staining, odor, or elevated PID readings are observed. If staining, odor, or elevated PID readings are observed over an interval of several feet, a sufficient number of soil samples from this interval should be submitted for laboratory analyses to characterize the fuel hydrocarbon concentrations within this interval. Please present the results in the Soil and Groundwater Investigation Report requested below.
4. **Depth of Soil Borings and Vertical Extent of Contamination.** We concur with the proposal to extend the soil borings deeper than 24 feet bgs if contamination extends below this depth as indicated by analytical results. We also request that the borings be extended below 24 feet bgs if field screening indicates that soil contamination extends more than 24 feet bgs. Regardless of whether contamination is observed in the soils at the bottom of the borings, we request that three soil borings (marked on the attached figure entitled, "Revised Soil Boring Locations") be extended to a depth of 36 feet bgs. Grab groundwater samples are to be collected from the first-encountered groundwater in each of the borings and from all permeable water-bearing zones observed below first-encountered groundwater. A minimum of one grab groundwater sample is to be collected below first-encountered groundwater in each of the borings extended to 36 feet bgs.
5. **Electrical Conductivity Logging.** Conductivity logging is proposed at "select borings." However, the number and locations of borings at which conductivity logging will be conducted is not specified. At a minimum, we request that conductivity logging be conducted along two transects as shown on the attached figure entitled, "Revised Soil Boring Locations," in order to construct hydrogeologic cross sections for the site. Please present the results of the conductivity logging in the Soil and Groundwater Investigation Report requested below.
6. **Laboratory Analyses.** We concur with the proposed laboratory analyses for total petroleum hydrocarbons as gasoline, diesel, and motor oil but request that benzene, toluene, ethylbenzene, xylenes, MTBE, ethylene dibromide, and 1,2-dichloroethane are also included as laboratory analytes.
7. **Geotracker EDF Submittals.** Pursuant to CCR Sections 2729 and 2729.1, beginning July 1, 2005 for SLIC cases, all analytical data, including monitoring well samples, submitted in a report to a regulatory agency as part of the LUFT program, must be transmitted electronically to the SWRCB Geotracker website via the internet. Additionally, all

permanent monitoring points utilized to collect groundwater samples (i.e. monitoring wells) and submitted in a report to a regulatory agency, must be surveyed (top of casing) to mean sea level and latitude and longitude accurate to within 1-meter accuracy, using NAD 83, and transmitted electronically to the SWRCB Geotracker website. Beginning July 1, 2005, electronic submittal of a complete copy of all reports (LUFT or SLIC) is required in Geotracker (in PDF format). Please upload all SLIC analytical data collected after July 1, 2005 to the SWRCB's Geotracker database website in accordance with the above-cited regulation.

TECHNICAL REPORT REQUEST

Please submit technical reports to Alameda County Environmental Health (Attention: Jerry Wickham), according to the following schedule:

- **September 29, 2006** – Soil and Groundwater Investigation Report

These reports are being requested pursuant to California Health and Safety Code Section 25296.10. 23 CCR Sections 2652 through 2654, and 2721 through 2728 outline the responsibilities of a responsible party in response to an unauthorized release from a petroleum UST system, and require your compliance with this request.

ELECTRONIC SUBMITTAL OF REPORTS

Effective **January 31, 2006**, the Alameda County Environmental Cleanup Oversight Programs (LOP and SLIC) require submission of all reports in electronic form to the county's ftp site. Paper copies of reports will no longer be accepted. The electronic copy replaces the paper copy and will be used for all public information requests, regulatory review, and compliance/enforcement activities. Instructions for submission of electronic documents to the Alameda County Environmental Cleanup Oversight Program ftp site are provided on the attached "Electronic Report Upload (ftp) Instructions." Please do not submit reports as attachments to electronic mail.

Submission of reports to the Alameda County ftp site is an addition to existing requirements for electronic submittal of information to the State Water Resources Control Board (SWRCB) Geotracker website. Submission of reports to the Geotracker website does not fulfill the requirement to submit documents to the Alameda County ftp site. In September 2004, the SWRCB adopted regulations that require electronic submittal of information for groundwater cleanup programs. For several years, responsible parties for cleanup of leaks from underground storage tanks (USTs) have been required to submit groundwater analytical data, surveyed locations of monitor wells, and other data to the Geotracker database over the Internet. Beginning July 1, 2005, electronic submittal of a complete copy of all necessary reports was required in Geotracker (in PDF format). Please visit the SWRCB website for more information on these requirements (http://www.swrcb.ca.gov/ust/cleanup/electronic_reporting).

In order to facilitate electronic correspondence, we request that you provide up to date electronic mail addresses for all responsible and interested parties. Please provide current electronic mail addresses and notify us of future changes to electronic mail addresses by sending an electronic mail message to me at jerry.wickham@acgov.org.

PERJURY STATEMENT

All work plans, technical reports, or technical documents submitted to ACEH must be accompanied by a cover letter from the responsible party that states, at a minimum, the following: "I declare, under penalty of perjury, that the information and/or recommendations contained in the attached document or report is true and correct to the best of my knowledge." This letter must be signed by an officer or legally authorized representative of your company. Please include a cover letter satisfying these requirements with all future reports and technical documents submitted for this fuel leak case.

PROFESSIONAL CERTIFICATION & CONCLUSIONS/RECOMMENDATIONS

The California Business and Professions Code (Sections 6735, 6835, and 7835.1) requires that work plans and technical or implementation reports containing geologic or engineering evaluations and/or judgments be performed under the direction of an appropriately registered or certified professional. For your submittal to be considered a valid technical report, you are to present site specific data, data interpretations, and recommendations prepared by an appropriately licensed professional and include the professional registration stamp, signature, and statement of professional certification. Please ensure all that all technical reports submitted for this fuel leak case meet this requirement.

UNDERGROUND STORAGE TANK CLEANUP FUND

Please note that delays in investigation, later reports, or enforcement actions may result in your becoming ineligible to receive grant money from the state's Underground Storage Tank Cleanup Fund (Senate Bill 2004) to reimburse you for the cost of cleanup.

AGENCY OVERSIGHT

If it appears as though significant delays are occurring or reports are not submitted as requested, we will consider referring your case to the Regional Board or other appropriate agency, including the County District Attorney, for possible enforcement actions. California Health and Safety Code, Section 25299.76 authorizes enforcement including administrative action or monetary penalties of up to \$10,000 per day for each day of violation.

If you have any questions, please call me at (510) 567-6791.

Sincerely,



Jerry Wickham
Hazardous Materials Specialist

Mr. Parwez Faizi
May 12, 2006
Page 5

Attachment: Revised Soil Boring Locations Figure

Enclosure: ACEH Electronic Report Upload (ftp) Instructions

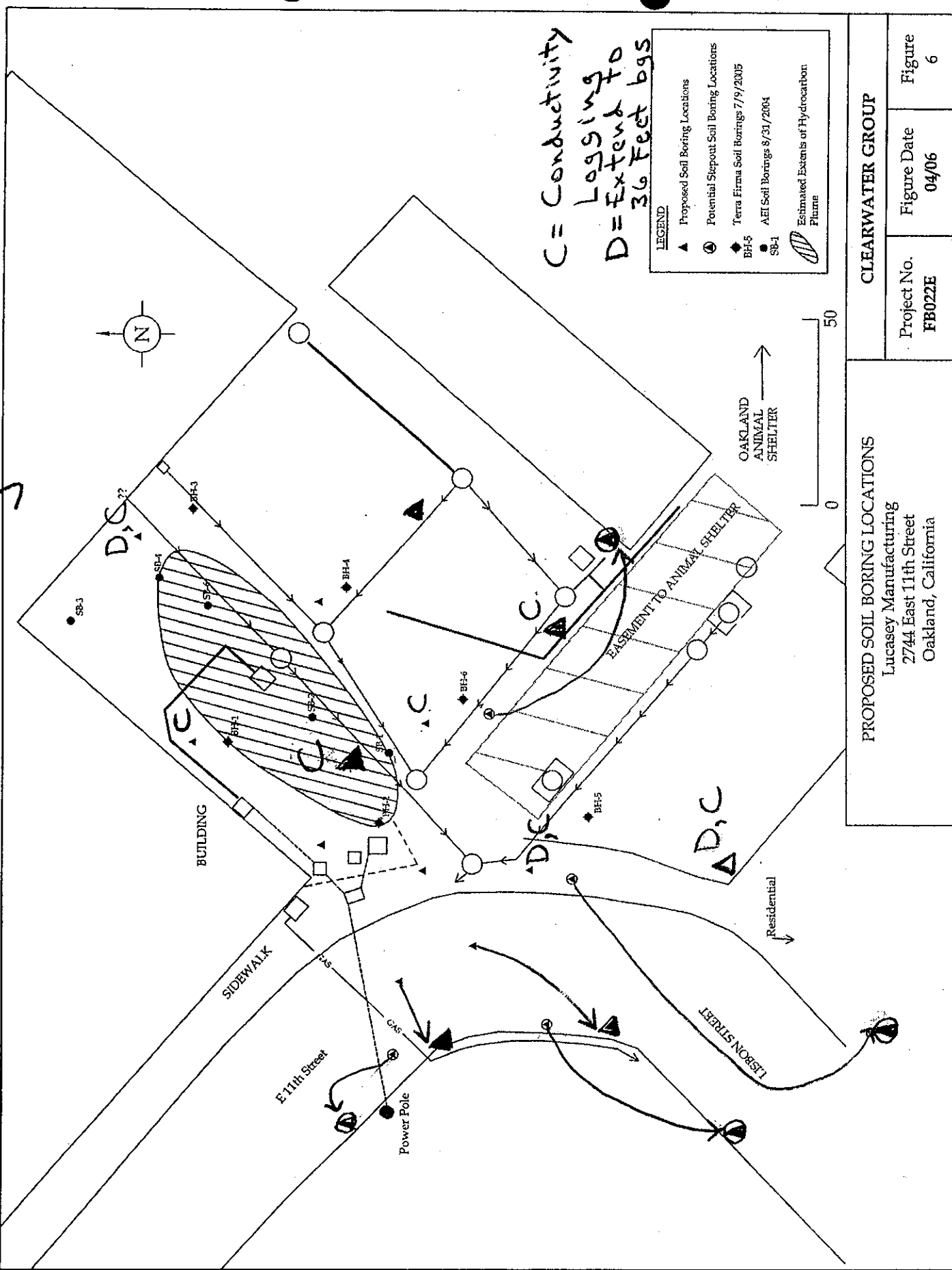
cc: Matthew Ryder-Smith, Clearwater Group, 229 Tewksbury Avenue, Point Richmond, CA
94801

Donna Drogos, ACEH
Jerry Wickham, ACEH
File

Revised Soil Boring Locations

C = Conductivity
 Logging
 D = Extend to
 36 Feet bgs

- LEGEND**
- ▲ Proposed Soil Boring Locations
 - Potential Support Soil Boring Locations
 - ◆ BH-5 Terra Firma Soil Borings 7/9/2005
 - SB-1 AEI Soil Borings 8/31/2004
 - ▨ Estimated Extent of Hydrocarbon Plume



PROPOSED SOIL BORING LOCATIONS
 Lucasey Manufacturing
 2744 East 11th Street
 Oakland, California

CLEARWATER GROUP
 Project No. FB022E
 Figure Date 04/06
 Figure 6

Wickham, Jerry, Env. Health

From: Wickham, Jerry, Env. Health
Sent: Thursday, April 13, 2006 9:49 AM
To: 'Rob Nelson'
Subject: RE: SLIC Case RO0002902, Lucasey Manufacturing

Robert,

That should be 500 feet. A 2,000 foot radius would be too large of an area for this type of case.

Regards,
Jerry Wickham
Hazardous Materials Specialist
Alameda County Environmental Health
1131 Harbor Bay Parkway
Suite 250
Alameda, CA 94502-6577
510-567-6791 phone
510-337-9335 Fax
jerry.wickham@acgov.org

From: Rob Nelson [mailto:RNelson@clearwatergroup.com]
Sent: Wednesday, April 12, 2006 4:19 PM
To: Wickham, Jerry, Env. Health
Subject: SLIC Case RO0002902, Lucasey Manufacturing

Re: SLIC Case RO0002902, Lucasey Manufacturing, 2744 East 11th Street, Oakland

Dear Mr. Wickham:

In your February 23, 2006 letter under Item 6, Sensitive Receptors, you ask us to identify any sensitive receptors within 200 feet of the site. Should that read 2,000 feet of the site?

Thank you
Robert L. Nelson, PG, CEG

4/13/2006

To: Robert Nelson

RO2902
3/24/06



March 24, 2006

Mr. Jerry Wickham
Hazardous Materials Specialist
Alameda County Environmental Health Services
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577
By FAX: 510-337-9335


Subject: SLIC Case RO0002902, Lucasey Manufacturing, 2744 East 11th Street,
Oakland, California

Dear Mr. Wickham:

The Clearwater Group is conducting an investigation of the above site, and a Sensitive Site Receptor Survey will be conducted as part of the investigation. Enclosed please find a Well Completion Report Release Agreement form from the California Department of Water Resources. Please complete and sign the form and return FAX it to me at the Clearwater Group, so that a search of well records may be performed.

If you have any questions please call me at 510-307-9943 ext 236.

Thank you,


Robert L. Nelson, PG, CEG
Senior Geologist

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

ARNOLD SCHWARZENEGGER, Governor

CENTRAL DISTRICT
3251 S Street
Sacramento, CA 95816
(916) 227-7832
(916) 227-7600(Fax)

NORTHERN DISTRICT
2440 Main Street
Red Bluff, CA 96080
(530) 529-7300
(530) 529-7322 (Fax)

SAN JOAQUIN DISTRICT
3374 East Shields Avenue
Fresno, CA 93726
(559) 230-3300
(559) 230-3301 (Fax)

SOUTHERN DISTRICT
770 Fairmont Avenue
Glendale, CA 91203
(818) 543-4800
(818) 543-4804 (Fax)

WELL COMPLETION REPORT RELEASE AGREEMENT (AGENCY)
(Government and Regulatory Agencies and their Authorized Agents)

Project/Contract No. Lucassey Manufacturing
2744 East 114th Street, Oakland, CA County Alameda

Township, Range, and Section T2S, R3W, sec 8 TN Double Radius 1/2 mile

(Must include entire study area and a map that shows the area of interest.)

Under California Water Code Section 13752, the agency named below requests permission from Department of Water Resources to inspect or copy, or for our authorized agent named below to inspect or copy, Well Completion Reports filed pursuant to Section 13751 to (check one):

Make a study, or,

Perform an environmental cleanup study associated with an unauthorized release of a contaminant within a distance of 2 miles.

In accordance with Section 13752, information obtained from these reports shall be kept confidential and shall not be disseminated, published, or made available for inspection by the public without written authorization from the owner(s) of the well(s). The information shall be used only for the purpose of conducting the study. Copies obtained shall be stamped CONFIDENTIAL and shall be kept in a restricted file accessible only to agency staff or the authorized agent.

Claruswater Group
Authorized Agent

229 Towhebery Avenue
Address

Point Richmond, CA 94801
City, State, and Zip Code

Signature Robert H. Nelson, PE, CEG

Title Senior Geologist

Telephone (510) 307 9743 X236

Fax (510) 232-2023

Date 3/24/2006

E-mail rNelson@claruswatergroup.com

Alameda County Environmental Health
Government or Regulatory Agency

1131 Harbor Bay Parkway
Address

Alameda, CA 94502
City, State, and Zip Code

Signature Jerry Wickham

Title Hazardous Materials Specialist

Telephone (510) 567-6791

Fax (510) 337-9335

Date 3/24/06

E-mail jerry.wickham@acgov.org

6 June 2001

R02902



229 Tewksbury Ave. * Pt. Richmond, CA 94801
Telephone 510-307-9943 * Fax Line 510-232-2823

Limited Access Drilling-Phase I Environmental Assessments-Subsurface Investigations-
Remediations Responsible Party Studies-Litigation Support-Underground Storage Tank Studies-
Asbestos Inspections.

FACSIMILE TRANSMISSION

TO: Jerry Wicham - Alameda County Environ. Health

FAX #: 510-337-9375

NUMBER OF SHEETS (INCLUDING THIS ONE): 2

DATE: 4/2/2006 JOB NUMBER: _____

MESSAGE: Please complete the well Completion Report Release Agreement for the Alameda County Public Works Agency. The request is for the site at 2744 East 14th Street, Oakland (Lucas Manufacturing)

Please call me if you have any questions and FAX the signed form to 510-232-2823.

Thanks
Rob Nelson
Clearwater Group

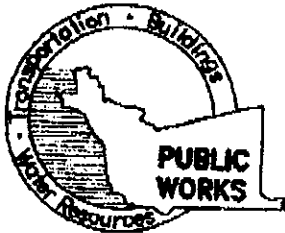
FROM: _____

Alameda County
APR 03 2006
Environmental Health

IF YOU DID NOT RECEIVE THE COMPLETE TRANSMISSION,
PLEASE CALL 510-307-9943

THIS FAX MAY CONTAIN PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF PERSON(S) NAMED ABOVE WHO HAVE A RIGHT OF PRIVACY. IF YOU ARE NOT AN INTENDED RECIPIENT, YOU ARE NOTIFIED THAT ANY DISCLOSURE DISSEMINATION DUPLICATION OF THIS FAX IS NOT AUTHORIZED, AND NO WAIVER OF ANY PRIVILEGE OR CONFIDENTIALITY IS INTENDED BY YOUR RECEIPT OF THIS TRANSMISSION. IF YOU HAVE RECEIVED THIS FAX IN ERROR, PLEASE NOTIFY US BY COLLECT TELEPHONE CALL AND RETURN IT SO WE MAY REDIRECT IT THANK YOU.

Post-it® Fax No	7671	Date	4/4/06	# of pages	1
To	Robert Nelson	From	Jerry Wickham		
Co./Dept.	Clearwater	Co.	Alameda County		
Phone #		Phone #	510-567-6791		
Fax #	510-232-2823	Fax #	510-337-9335		



**COUNTY OF ALAMEDA
PUBLIC WORKS AGENCY
WATER RESOURCES SECTION**
399 Elmhurst Street, Hayward, CA 94544-1395
James Yoo PH: (510) 670-6633 FAX: (510) 782-1939
FOR GENERAL DRILLING PERMIT INFO:
www.acgov.org/pwa/wells

Health

WELL COMPLETION REPORT RELEASE AGREEMENT—AGENCY
(Government and Regulatory Agencies and their Authorized Agents)

Project No/ Site Address: Lucas Manufacturing
2749 East 11th Street City Oakland
Township, Range, and Section T2S, R3W, Sae 8 Mt Diablo Radius 1/2 mile
(Must include entire study area and a map that shows the area of interest.)

Under California Water Code Section 13752, the agency named below requests permission from Department of Water Resources to inspect or copy, or for our authorized agent named below to inspect or copy, Well Completion Reports filed pursuant to Section 13751 to (check one):

- Make a study, or,
- Perform an environmental cleanup study associated with an unauthorized release of a contaminant within a distance of 2 miles.

In accordance with Section 13752, information obtained from these reports shall be kept confidential and shall not be disseminated, published, or made available for inspection by the public without written authorization from the owner(s) of the well(s). The information shall be used only for the purpose of conducting the study. Copies obtained shall be stamped **CONFIDENTIAL** and shall be kept in a restricted file accessible only to agency staff or the authorized agent.

Clearwater Group
Authorized Agent
227 Tarkeburg Avenue
Address
Point Richmond, CA 94801
City, State, and Zip Code
Robert L. Nelson, PLS, CEB
Signature
Samir Geologist
Title
69 307 9943 X 237
Telephone
(510) 232-2823
Fax
4/3/2006
Date
rnelson@clearwatergroup.com
E-mail

Alameda County Environmental Health
Government or Regulatory Agency
1131 Harbor Bay Parkway
Address
Alameda, CA 94502
City, State, and Zip Code
Jerry Wickham
Signature
Hazardous Materials Specialist
Title
(510) 567-6791
Telephone
(510) 337-9335
Fax
4/4/2006
Date
jerry.wickham@acgov.org
E-mail

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



7

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

February 23, 2006

Mr. Peter Faizi
Lucasey Manufacturing
2744 East 11th Street
Oakland, CA 94601

Subject: SLIC Case R00002902, Lucasey Manufacturing, 2744 East 11th Street, Oakland, CA 94601

Dear Mr. Faizi:

Alameda County Environmental Health (ACEH) staff has reviewed the Spills, Leaks, Investigations, and Cleanups (SLIC) case file for the above-referenced site, including the reports entitled, "Phase I Environmental Site Assessment," dated August 24, 2004, and "Phase II Subsurface Investigation Report," dated September 14, 2004. Both reports were prepared on your behalf by AEI Consultants, Inc. Please see technical comment 1 below regarding some miscellaneous sampling data that is also included in the case files.

Elevated concentrations of petroleum hydrocarbons have been detected in soil and groundwater in the area of a former oil storage house and underground storage tanks (USTs). Based on the highly elevated concentrations detected in groundwater samples, separate phase hydrocarbons (SPH) are likely to exist on top of the water table. The extent of soil and groundwater contamination has not been defined. Further investigation and cleanup of this site will be required in order to proceed toward case closure.

We request that you address the following technical comments, perform the proposed work, and send us the reports described below.

TECHNICAL COMMENTS

- 1. Miscellaneous Sampling Data.** The case file includes a chain of custody form completed by Terra Firma Consulting LLC, laboratory analytical reports from McCampbell Analytical, Inc., and a one page "Site Plan," for soil and groundwater samples collected on July 9, 2005. No other supporting information such as documentation of the field activity, description of sampling protocol, soil boring logs, or survey data is included for these soil and groundwater samples collected on July 9, 2005. The limited information currently available in the files for these soil and groundwater samples is insufficient for these data to be evaluated. Please submit any reports or supporting information for these samples and laboratory analyses with the Work Plan requested below.
- 2. Site History and Sources of Contamination.** Elevated concentrations of petroleum hydrocarbons have been detected in soil and groundwater samples collected in the area of a former oil storage house and USTs. Since no documentation is available to confirm that

the USTs were removed, further investigation is required to confirm that the USTs were removed. In addition, further investigation is necessary to evaluate whether other sources of contamination may exist at the site. Please present plans to investigate the source(s) of soil and groundwater contamination at the site in the Work Plan requested below.

3. **Defining the Horizontal and Vertical Extent of Contamination.** The horizontal and vertical extent of soil and groundwater contamination has not been defined for the site. Please present plans in the Work Plan requested below to conduct a soil and groundwater investigation to define the horizontal and vertical extent of soil and groundwater contamination.
4. **Detailed Well Survey.** We request that you locate all wells (monitoring and production wells: active, inactive, standby, decommissioned, abandoned and dewatering, drainage and cathodic protection wells) within ½ mile of the subject site. We recommend that you obtain well information from both Alameda County Public Works Agency and the State of California Department of Water Resources, at a minimum. Submittal of maps showing the location of all wells identified in your study, and the use of tables to report the data collected as part of your survey are required. Please present your results in the Work Plan requested below.
5. **Utility Survey.** An evaluation of the potential for utility lines and trenches (including sewers, storm drains, pipelines, and trench backfill) to act as preferential pathways for contaminant migration is required. Please present a map in the Work Plan requested below showing the locations of utility lines and trenches within and near the site.
6. **Sensitive Receptors.** Please identify any sensitive receptors such as schools, day care centers, or medical care facilities within 200 feet of the site. Please include this information in the Work Plan requested below.
7. **Corrective Action Plan.** The purpose of the CAP is to use the information obtained during site investigation activities to propose cost-effective final cleanup objectives for the entire contaminant plume and remedial alternatives for soil and groundwater that will adequately protect human health and the environment, eliminate nuisance conditions, and protect water resources. A CAP for the cleanup of contamination in soil and groundwater will be required upon completion of the Soil and Groundwater Investigation in accordance with the schedule specified below. The CAP shall address at least two technically and economically feasible methods to meet the cleanup objectives for each contaminant established in the CAP. The CAP must propose verification monitoring to confirm completion of corrective actions and evaluate CAP implementation effectiveness.
8. **Geotracker EDF Submittals.** Pursuant to CCR Sections 2729 and 2729.1, beginning July 1, 2005 for SLIC cases, all analytical data, including monitoring well samples, submitted in a report to a regulatory agency as part of the LUFT program, must be transmitted electronically to the SWRCB Geotracker website via the internet. Additionally, all permanent monitoring points utilized to collect groundwater samples (i.e. monitoring wells) and submitted in a report to a regulatory agency, must be surveyed (top of casing) to mean sea level and latitude and longitude accurate to within 1-meter accuracy, using NAD 83, and transmitted electronically to the SWRCB Geotracker website. Beginning July 1, 2005, electronic submittal of a complete copy of all reports (LUFT or SLIC) is required in

Geotracker (in PDF format). Please upload all SLIC analytical data collected after July 1, 2005 to the SWRCB's Geotracker database website in accordance with the above-cited regulation.

TECHNICAL REPORT REQUEST

Please submit technical reports to Alameda County Environmental Health (Attention: Jerry Wickham), according to the following schedule:

- **April 24, 2006 – Work Plan**
- **120 days after ACEH Approval of Work Plan – Soil and Groundwater Investigation Report**
- **60 days after ACEH Comments on Soil and Groundwater Investigation Report – Corrective Action Plan**

These reports are being requested pursuant to California Health and Safety Code Section 25296.10. 23 CCR Sections 2652 through 2654, and 2721 through 2728 outline the responsibilities of a responsible party in response to an unauthorized release from a petroleum UST system, and require your compliance with this request.

ELECTRONIC SUBMITTAL OF REPORTS

Effective **January 31, 2006**, the Alameda County Environmental Cleanup Oversight Programs (LOP and SLIC) require submission of all reports in electronic form to the county's ftp site. Paper copies of reports will no longer be accepted. The electronic copy replaces the paper copy and will be used for all public information requests, regulatory review, and compliance/enforcement activities. Instructions for submission of electronic documents to the Alameda County Environmental Cleanup Oversight Program ftp site are provided on the attached "Electronic Report Upload (ftp) Instructions." Please do not submit reports as attachments to electronic mail.

Submission of reports to the Alameda County ftp site is an addition to existing requirements for electronic submittal of information to the State Water Resources Control Board (SWRCB) Geotracker website. Submission of reports to the Geotracker website does not fulfill the requirement to submit documents to the Alameda County ftp site. In September 2004, the SWRCB adopted regulations that require electronic submittal of information for groundwater cleanup programs. For several years, responsible parties for cleanup of leaks from underground storage tanks (USTs) have been required to submit groundwater analytical data, surveyed locations of monitor wells, and other data to the Geotracker database over the Internet. Beginning July 1, 2005, electronic submittal of a complete copy of all necessary reports was required in Geotracker (in PDF format). Please visit the SWRCB website for more information on these requirements (http://www.swrcb.ca.gov/ust/cleanup/electronic_reporting).

In order to facilitate electronic correspondence, we request that you provide up to date electronic mail addresses for all responsible and interested parties. Please provide current electronic mail addresses and notify us of future changes to electronic mail addresses by sending an electronic mail message to me at jerry.wickham@acgov.org.

PERJURY STATEMENT

All work plans, technical reports, or technical documents submitted to ACEH must be accompanied by a cover letter from the responsible party that states, at a minimum, the following: "I declare, under penalty of perjury, that the information and/or recommendations contained in the attached document or report is true and correct to the best of my knowledge." This letter must be signed by an officer or legally authorized representative of your company. Please include a cover letter satisfying these requirements with all future reports and technical documents submitted for this fuel leak case.

PROFESSIONAL CERTIFICATION & CONCLUSIONS/RECOMMENDATIONS

The California Business and Professions Code (Sections 6735, 6835, and 7835.1) requires that work plans and technical or implementation reports containing geologic or engineering evaluations and/or judgments be performed under the direction of an appropriately registered or certified professional. For your submittal to be considered a valid technical report, you are to present site specific data, data interpretations, and recommendations prepared by an appropriately licensed professional and include the professional registration stamp, signature, and statement of professional certification. Please ensure all that all technical reports submitted for this fuel leak case meet this requirement.

UNDERGROUND STORAGE TANK CLEANUP FUND

Please note that delays in investigation, later reports, or enforcement actions may result in your becoming ineligible to receive grant money from the state's Underground Storage Tank Cleanup Fund (Senate Bill 2004) to reimburse you for the cost of cleanup.

AGENCY OVERSIGHT

If it appears as though significant delays are occurring or reports are not submitted as requested, we will consider referring your case to the Regional Board or other appropriate agency, including the County District Attorney, for possible enforcement actions. California Health and Safety Code, Section 25299.76 authorizes enforcement including administrative action or monetary penalties of up to \$10,000 per day for each day of violation.

If you have any questions, please call me at (510) 567-6791.

Sincerely,



Jerry Wickham
Hazardous Materials Specialist

Mr. Peter Faizi
February 23, 2006
Page 5

Enclosure: ACEH Electronic Report Upload (ftp) Instructions

cc: Matthew Ryder-Smith, Clearwater Group, 229 Tewksbury Avenue, Point Richmond, CA
94801

Donna Drogos, ACEH
Jerry Wickham, ACEH
File

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



7

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

February 22, 2006

Mr. Parwez Faizi
Lucasey Manufacturing
2744 East 11th Street
Oakland, CA 94601

Subject: SLIC Case RO0002902, Lucasey Manufacturing, 2744 East 11th Street, Oakland, CA 94601

Dear Mr. Faizi:

In order for ACEH to review reports for your site, we would require an oversight account for the above-referenced site. To set up your account, please send a check in the amount of \$6,000.00 payable to Alameda County Environmental Health. Please send your check to the attention of our Finance Department.

This initial deposit may or may not be sufficient to provide all necessary regulatory oversight. ACEH will deduct actual costs incurred based upon the hourly rate specified below. If these funds are insufficient, additional deposit will be requested. Otherwise, any unused monies will be refunded to you or your designee.

The deposit is authorized in Section 6.92.040L of the Alameda County Ordinance Code. Work on this project is being debited at the Ordinance specified rate, currently \$166.00 per hour.

Please write "SLIC" (the type of project), the site address, and the AR#0315763 on your check.

If you have any questions, please contact Jerry Wickham at (510) 567-6791.

Sincerely,

Ariu Lew
Division Chief

cc: D. Drogos, J. Jacobs, Jerry Wickham

ROZ90Z

LUCASEY MANUFACTURING CORPORATION

34045

TRANSACTION NUMBER	REFERENCE	DATE	DESCRIPTION	GROSS AMOUNT	DEDUCTION	NET AMOUNT
VENDOR NO.				AMOUNT		



LUCASEY
MOUNTING SYSTEMS

Address →

Lucasey Manufacturing Corp.
2744 E. 11th Street, Oakland CA 94601
(510) 534-1435

WELLS FARGO BANK, N.A.
www.wellsfargo.com
11-4288/1210

34045

DATE	CHECK NO.	AMOUNT
02/23/06	34045	***6000.00

PAY THE SUM OF SIX THOUSAND DOLLARS AND NO/100

SLIC AR#0315763
PAY TO THE ORDER OF ENVIRONMENTAL HEALTH SERVICES

Theresa Lucasey
AUTHORIZED SIGNATURE

⑈0000034045⑈ ⑆121042882⑆ 151510777⑈

Details on Back. Security Features Included

Garcia-La Grille, Roseanna, Env. Health

From: Matthew Ryder-Smith [MRyder-Smith@clearwatergroup.com]
Sent: Thursday, January 26, 2006 2:31 PM
To: Drogos, Donna, Env. Health
Subject: FW: Lucasey Manufacturing - 2744 East 11th St, Oakland, CA
Attachments: Lucasey Manufacturing Chain of Title_part2.zip

From: Matthew Ryder-Smith
Sent: Thursday, January 26, 2006 2:29 PM
To: 'Donna.Drogos@acgov.org'
Subject: FW: Lucasey Manufacturing - 2744 East 11th St, Oakland, CA

From: Matthew Ryder-Smith
Sent: Thursday, January 26, 2006 2:29 PM
To: 'Donna.Drogos@acgov.org'
Subject: FW: Lucasey Manufacturing - 2744 East 11th St, Oakland, CA

Donna,

I have attached the Chain of Title documents for the Lucasey Manufacturing project as per your request.

I need to email the documents in 3 parts due to their size. The will be 2 emails following this one.

Regards,

Matthew Ryder-Smith
Clearwater Group
Project Manager
229 Tewksbury Ave
Point Richmond, CA 94801
510-307-9943 x222
<<Lucasey Manufacturing Chain of Title_part2.zip>>

1/26/2006

dehloptoxic, Env. Health

From: Matthew Ryder-Smith [MRyder-Smith@clearwatergroup.com]
Sent: Thursday, January 26, 2006 2:31 PM
To: Drogos, Donna, Env. Health
Subject: FW: Lucasey Manufacturing - 2744 East 11th St, Oakland, CA
Attachments: Lucasey Manufacturing Chain of Title_part2.zip

From: Matthew Ryder-Smith
Sent: Thursday, January 26, 2006 2:29 PM
To: 'Donna.Drogos@acgov.org'
Subject: FW: Lucasey Manufacturing - 2744 East 11th St, Oakland, CA

From: Matthew Ryder-Smith
Sent: Thursday, January 26, 2006 2:29 PM
To: 'Donna.Drogos@acgov.org'
Subject: FW: Lucasey Manufacturing - 2744 East 11th St, Oakland, CA

Donna,

I have attached the Chain of Title documents for the Lucasey Manufacturing project as per your request.

[I need to email the documents in 3 parts due to their size. The will be 2 emails following this one.](#)

Regards,

Matthew Ryder-Smith
Clearwater Group
Project Manager
229 Tewksbury Ave
Point Richmond, CA 94801
510-307-9943 x222
<<Lucasey Manufacturing Chain of Title_part2.zip>>

**CHAIN OF TITLE
DOCUMENTS**

Seller
Grantor

Buyer
Grantee

YR Deed #
1987 87-345563
(Dec 29) APN 019 0093 013

Comanche Investment Company
(CALIF. GEN'L PARTNERSHIP)

Lucassey Manufctg
Corporation, (a
CALIF. CORP.)

Ralph F. Henry, Milton J. Fleisher

1981 Book 131 Pages 24 & 25 Parcel Map 3650
(Nov 4) Parcel A (Property bought by Lucassey from Comanche)
81-187328

1979 79-008379
(Jan 15) Parcel No. 019-0093-013

Reserved ^{by} for
Del Monte Corp.

100% of all oil, gas & mineral geothermal and similar
rights ^{lying} below a depth of 500 feet ... from surface...

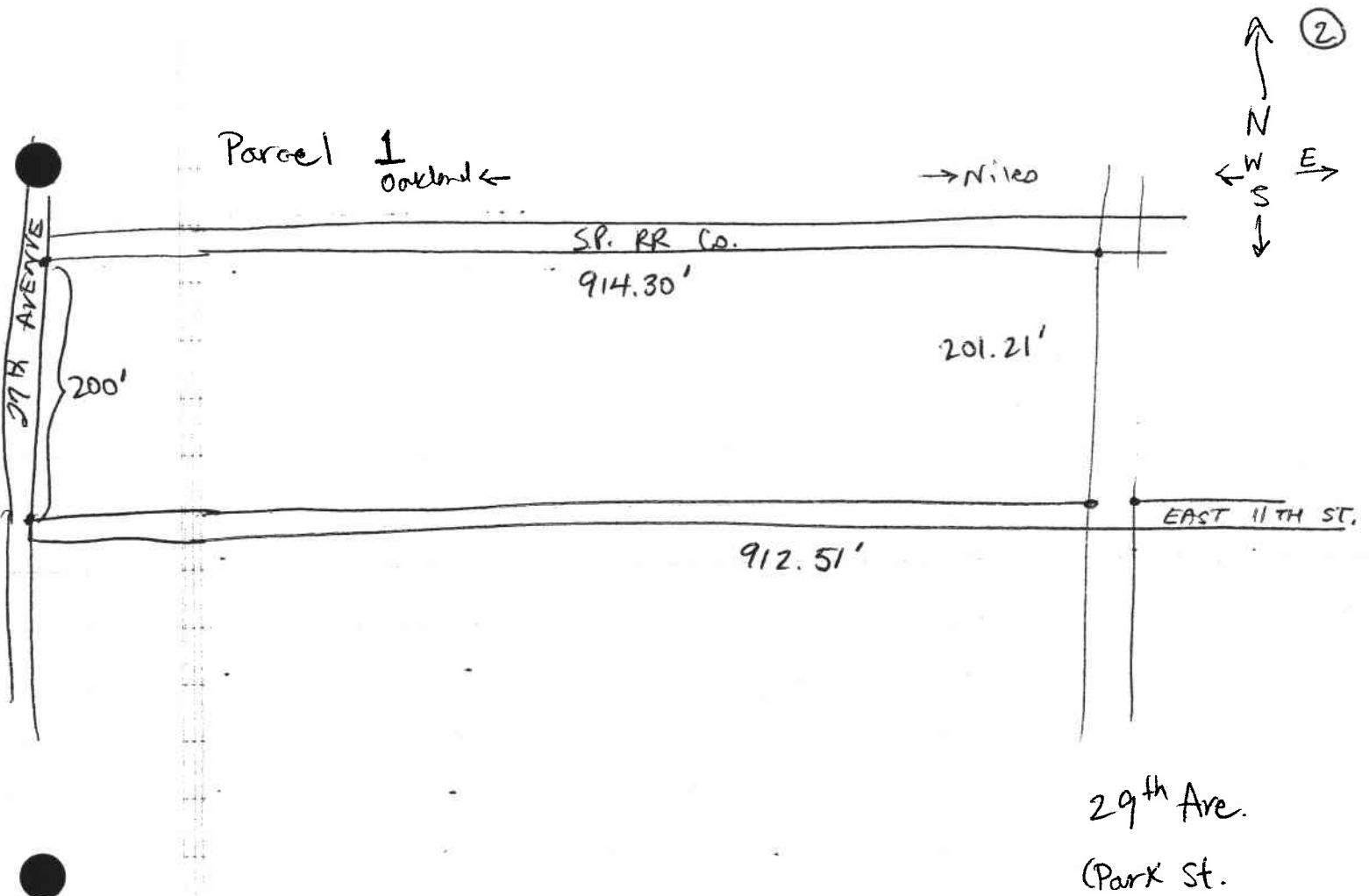
1981 81-151810
(Sept. 4)

Pacific Region Investments ^{Larry J. Orr}
(CALIF. GENL. Partnership) ^{Jeffrey H. Smith}
S & W Enterprises ^{William L. Samuels, Pres.}
(CALIF. CORP.)

Parcel 19-93-10-2

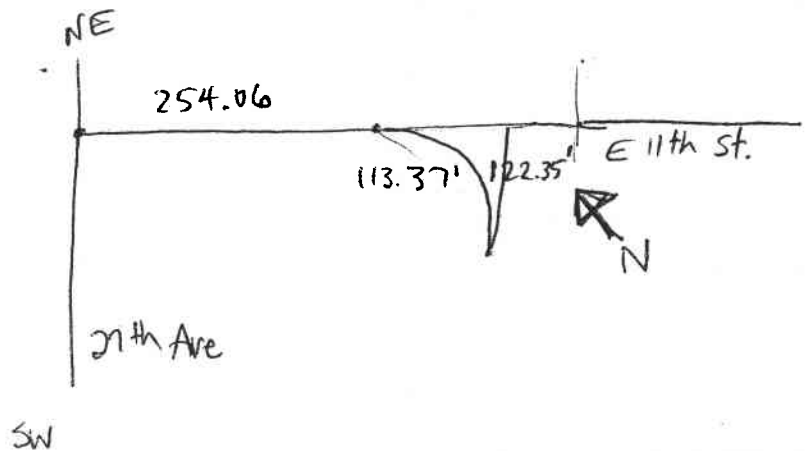
Comanche Investment
Co. (Calif. G. P.)
% Beier & Gunderson
510 3rd St. 94601
Oakland Calif

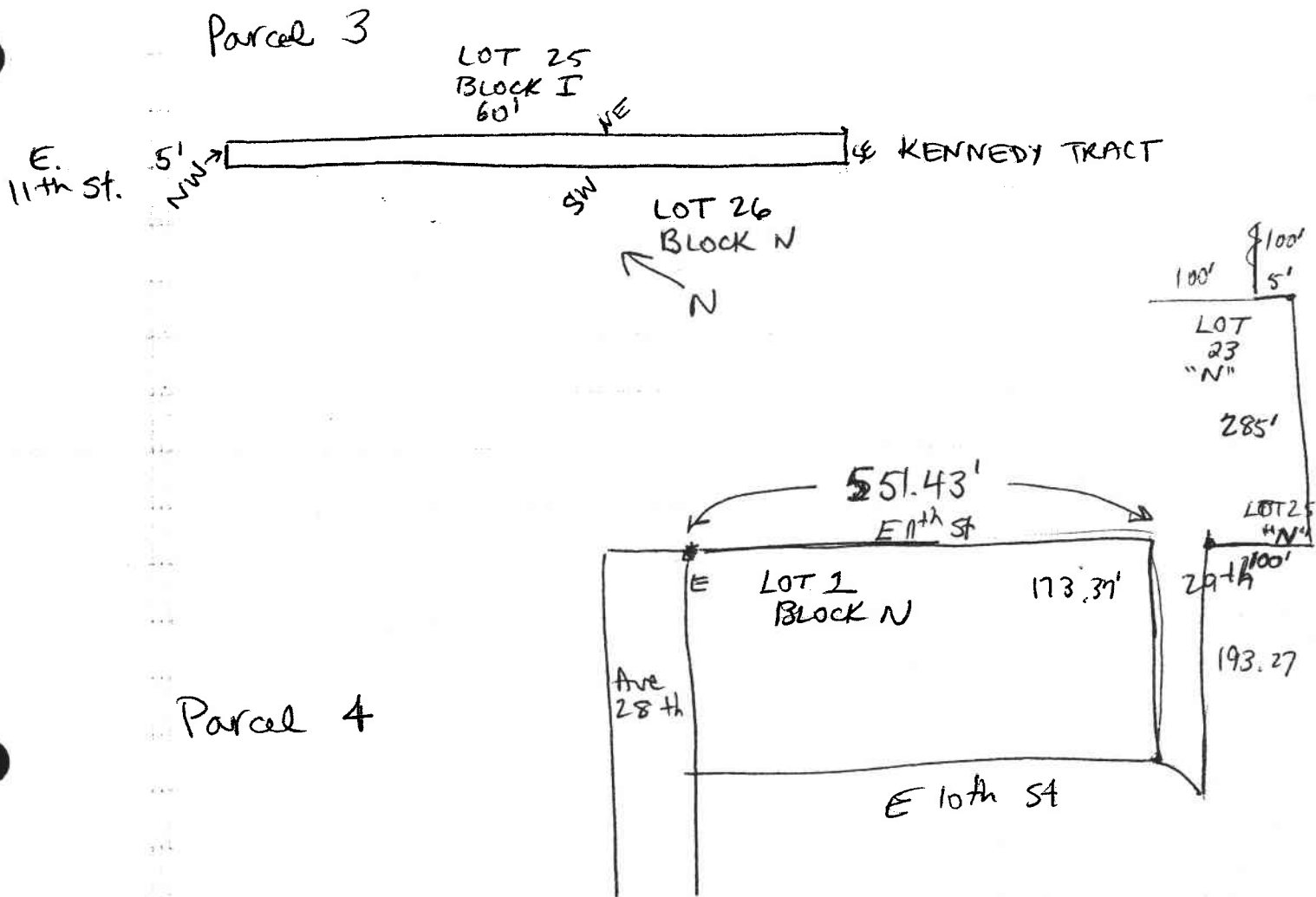
See Parcel 1 & 2 page with 2 references



REFERENCE

- 1) KNOWLES & PETER SUBDIVISION OF THE KENNEDY TRACT,
BROOKLYN TOWNSHIP 12-5-1887
 - 2) MARCH 9, 1912 DEED RECORDED 10-19-22 BOOK 276 PG. 342
ORDNANCE NO. 2267 N.S. CITY OF OAKLAND (11th St. closed
and abandoned)
- Parcel 2?





Parcel 4

YR
?

BLOCK N
GRANTOR
DERBY ESTATE COMPANY
5/20158 (NO DATE)

GRANTEE
H.G. PRINCE & CO.

EXCEPT PORTIONS
4-22-47 BOOK 5155 PAGE (130)

PARCEL 5

LOTS 13-22, LOT 25, LOT 23 (SE 5 ft.) BLOCK N
12-5-87 BOOK 9 PAGE 11 (KNOWLES & POTTER)

YR Deed #

Seller
Grantor

Buyer
Grantee

1981
(8-12)

81-151809

Warehouse Properties
(Calif. Gen'l. Partnership)

S&W Enterprises
(Calif. Corp.)
Pacific Region Inv.
a gen'l Partnership

- Neal J. Nelson
- Bert Barstad JR
- Raymond E. Lewis
- William H. Kerry
- Jeffrey W. Kerry
- James Tsukamoto
- Karen C. Schuyler
- William H. Zenklusen

Note: 1981 sale (5 parcels) are same as transaction on 8-12-81. (same day)

Whse Prop. → PRI/S&W → Comanche

1979
(12-26)

79-021697

Charlotte Nelson

Neal James Nelson

Note: same 5 parcels

1979
(Jan. 9)

79-008379

Del Monte Corp.
(NY Corp.)

Whse. Properties
(Calif Gen'l. Part.)
% Kerry & Assoc.
151 Callam Ave.
San Leandro CA

Year	Deed #	Grantor	Grantee
1978 (8-1)	<u>78-148762</u>	Del Monte Corp.	Whse. Prop. Ca. Gnl. Partn.

excepting mineral rights etc.
Commonly known as 1125 - 29th Ave.

Easements

Year	Deed #	Party 1	Party 2
1981 (10-29)		Comanche	Roadway Express
(11-30)	<u>81-199120</u>	(Inv. Co., Ca Corp)	(Del. Corp.)

1) Rights... Portion... Within the lines of E. 11th St.

Year	Deed #	Grantor	Grantee
1996 (4-5)	<u>96-84841</u>	Oakland Community Housing, Inc.	Lucasey M. Corp
1997 (7-22)	<u>97-224713</u>	? City of Oakland	? Lucasey

Year	Deed #	Trustor	Trustee
2002 (1-15)	<u>2002-31709</u>	American Securities Co.	Lucasey
(1-23)		Beneficiary WFBank	

Order # 7600621

Year	Deed #	Beneficiary	Alliance Title Co.
2004 (10-1)	<u>2004-445204</u>	Lucasey R in Florida (married/solo)	

Leads - Lucasery

File review on newly found addresses (City of Oakland)

2806 E. 10th St. (Roadway)

1101 29th Ave (Animal Shelter)

Plot Plan review / acquisition

2806 E 10th St (Roadway)

1125 29th Ave Delmonte / Calif. Packing

2744 E. 11th St. Lucasery

1101 29th Ave Animal Shelter

Phase I 1995 when City of Oakland bought 1101 29th Ave

Lawyers

1981 Roadway investigated the property ⁸¹⁻¹⁴²¹²¹ (may have records)
which they had to give to Comanche (may have)

Subdivision 1981 map obtained by Roadway

Deed Sales

1987	Comanche	sells to	Lucasey	
1981	PRI/S&W	sells to	Comanche	8-12-81
1981	Whse Prop.	sells to	PRI/S&W	8-12-81
1979	Charlotte Nelson	sells to	Neal James Nelson	12-26-79
1979	Del Monte	sells to	Whse. Properties	1-9-79
1978	Del Monte	sells to	Whse. Properties	8-1-78

Easements

1997 City of Oakland and Lucasey
 1996 Oakland Comm. Hsg. Inc. and Lucasey
 1981 Comanche and Roadway Express

Loans

2004	^{Beneficiary} Ron Elridge	Trustor Lucasey	Trustee Alliance Title
2002	WFB Bank	American Sec. Co.	Lucasey

28



200445204 10/01/2004 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 25.00

RECORDING REQUESTED BY
Alliance Title Company
AND WHEN RECORDED MAIL TO

REC	
RMF	
MICRO	
RTCF	
LIEN	
SMPP	
PCOR	



Name: Ron Elvidge
Street Address: 1343 Locust Street
Suite 204
City/State/Zip: Walnut Creek, CA 94596

Order No. 11283453-504-1111

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

(This Deed of Trust contains a "DUE-ON-SALE" clause)

This DEED OF TRUST, made September 28, 2004, between

Lucasey Manufacturing Corporation, a California corporation, herein called TRUSTOR,
whose address is 2744 East 11th Street, Oakland, CA 94601
(Number and Street) (City) (State) (Zip)

Alliance Title Company, a California Corporation, herein called TRUSTEE, and

Ron Elvidge a married man as his sole and separate property, herein called BENEFIICIARY,

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the City of Oakland, County of Alameda, California, described as:

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

Parcel A. Parcel Map 3650, filed November 4, 1981, Book 131, of Parcel Maps, pages 24 and 25, Alameda County Records, Series No. 81-187328, reserving and excepting therefrom, one hundred per cent (100%) of all oil, gas, mineral, geothermal and similar rights lying below a depth of five hundred feet (500') measured vertically from the surface of said land, but without the right of entry through the surface of said land or the upper five hundred feet (500') thereof, as reserved by Del Monte Corporation, in Deed recorded January 15, 1979, Series No. 79-006379, Alameda County Records

Parcel 2 See Exhibit A attached

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

Together with the rents, issues and profits thereon, subject, however, to the right, power and authority hereinafter given to and conferred upon beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 550,000.00, with interest thereon according to the terms of a promissory note or notes of even date, with a maturity year of 2008, herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and accepts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A of that certain Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B of that certain Fictitious Deed of Trust recorded in the book and page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1298	556	Kings	858	713	Placer	1028	378	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	168	1307	Siskiyou	825	762
Amador	133	438	Lassen	182	367	Riverside	3788	347	Solano	1287	621
Butte	1328	513	Los Angeles	7-3878	874	Sacramento	71-10-28	818	Sonoma	3987	427
Calaveras	188	338	Madera	911	136	San Benito	300	405	Stanislaus	1870	65
Colusa	321	361	Mann	1849	122	San Bernardino	8213	788	Sutter	688	888
Contra Costa	4064	1	Mariposa	60	453	San Francisco	A-804	598	Tehama	467	183
De Norte	101	849	Mendocino	847	99	San Joaquin	2888	283	Trinity	108	888
El Dorado	704	835	Merced	1880	753	San Luis Obispo	1311	137	Tulare	2538	108
Fresno	5052	823	Modoc	181	83	San Mateo	4788	175	Tuolumne	177	180
Glenn	489	76	Mono	88	302	Santa Barbara	2088	881	Yuba	3807	237
Humboldt	501	83	Monterey	357	239	Santa Clara	8828	884			
Imperial	1189	721	Napa	704	742	Santa Cruz	1838	807			
Inyo	163	872	Nevada	383	94	Shasta	800	833			
Kern	3759	690	Orange	7182	18	San Diego	SERIES 3 Book 1984, Page 148774				

Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties are printed on the reverse side hereof) are by the within reference thereto incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The foregoing assignment of rents is absolute unless indicated here, in which case, the assignment serves as additional security.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address hereinafter set forth:

Dated, September 28, 2004

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S. }

On Sept 29, 2004 before me,

Joseph Y. Silveo
a Notary Public in and for said County and State, personally appeared

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

WITNESS my hand and official seal.

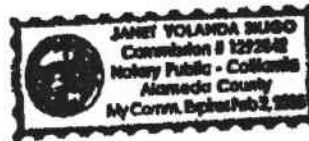
Signature

Joseph Y. Silveo

Liquor Manufacturing Corporation

BY:

Joseph Y. Silveo
Joseph Y. Silveo, President



(This area for official notarial seal)

ILLEGIBLE NOTARY SEAL DECLARATION

(Government Code 77361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached, reads as follows:


NAME OF NOTARY PUBLIC: Janet Yolanda Silgo

COMMISSION NUMBER: 1292842

NOTARY PUBLIC STATE: Ca

COUNTY: Alameda

MY COMM. EXPIRES: 02-02-05
(DATE)

SIGNATURE OF DECLARANT: 

PRINT NAME OF DECLARANT: BRIAN DAVID

CITY & STATE OF EXECUTION: BRIAN DAVID
PLEASANTON, CA

DATE SIGNED: 09-30-04

THE ABOVE INFORMATION MUST BE LEGIBLE FOR SCANNING

EXCEPTIONS

AT THE DATE HEREOF, EXCEPTIONS TO THE COVERAGE, IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT, WOULD BE AS FOLLOWS:

1. COUNTY AND CITY TAXES FOR THE FISCAL YEAR 2005 - 2006, A LIEN NOT YET DUE OR PAYABLE.

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, REVENUE AND TAXATION CODE, SECTION 75 ET SEQ.

3. RIGHTS OF THE PUBLIC AND THE CITY OF OAKLAND OVER THAT PORTION OF PREMISES LYING WITHIN THE LINES OF EAST 11TH STREET AS THE SAME NOW EXISTS.

4. AGREEMENT FOR: AGREEMENT AND EASEMENT
DATED: OCTOBER 29, 1981
EXECUTED BY: COMANCHE INVESTMENT CO., A CALIFORNIA CORPORATION
AND BETWEEN: ROADWAY EXPRESS, INC., A DELAWARE CORPORATION
UPON THE TERMS, PROVISIONS, COVENANTS AND CONDITIONS CONTAINED THEREIN,
RECORDED: NOVEMBER 30, 1981, SERIES NO. 81-199120, OFFICIAL RECORDS

5. IN RELATION TO THE ABOVE REFERENCED DOCUMENT, THE EFFECT OF THE FOLLOWING INSTRUMENT ENTITLED: QUITCLAIM DEED

FROM: OAKLAND COMMUNITY HOUSING, INC., A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION

TO: LUCASEY MANUFACTURING CORPORATION, A CALIFORNIA CORPORATION

RECORDED: APRIL 5, 1996, SERIES NO. 96-84841, OFFICIAL RECORDS

6. AGREEMENT FOR: GRANT DEED AND AGREEMENT
DATED: JULY 22, 1997
EXECUTED BY: LUCASEY MANUFACTURING CORPORATION
AND BETWEEN: CITY OF OAKLAND
UPON THE TERMS, PROVISIONS, COVENANTS AND CONDITIONS CONTAINED THEREIN,
RECORDED: SEPTEMBER 2, 1997, SERIES NO. 97-224713, OFFICIAL RECORDS

7. DEED OF TRUST TO SECURE AN INDEBTEDNESS OF

AMOUNT: \$500,000.00
DATED: JANUARY 15, 2002
TRUSTOR: LUCASEY MANUFACTURING CORPORATION
TRUSTEE: AMERICAN SECURITIES COMPANY
BENEFICIARY: WELLS FARGO BANK, N.A.
RECORDED: JANUARY 23, 2002, SERIES NO. 2002-31709, OFFICIAL RECORDS

ORDER NO.: 7600621

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, CITY OF OAKLAND, COUNTY OF ALAMEDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, PARCEL MAP 3650, FILED NOVEMBER 4, 1981, BOOK 131, OF PARCEL MAPS, PAGES 24 AND 25, ALAMEDA COUNTY RECORDS, SERIES NO. 61-187328.

EXCEPTING THEREFROM:

ONE HUNDRED PER CENT (100%) OF ALL OIL, GAS, MINERAL, GEOTHERMAL AND SIMILAR RIGHTS LYING BELOW A DEPTH OF FIVE HUNDRED FEET (500') MEASURED VERTICALLY FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY THROUGH THE SURFACE OF SAID LAND OR THE UPPER FIVE HUNDRED FEET (500') THEREOF, AS RESERVED BY DEL MONTE CORPORATION, IN DEED RECORDED JANUARY 15, 1979, SERIES NO. 79-008379, ALAMEDA COUNTY RECORDS.

ASSESSOR'S PARCEL NO. 019-0093-013

ORDER NO.: 7600621

1. **THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:**

A FEE

2. **TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
LUCASEY MANUFACTURING CORPORATION, A CALIFORNIA CORPORATION**

ORDER NO.: 7600621

8. DEED OF TRUST TO SECURE AN INDEBTEDNESS OF

AMOUNT: \$550,000.00
 DATED: SEPTEMBER 28, 2004
 TRUSTOR: LUCASEY MANUFACTURING CORPORATION, A CALIFORNIA CORPORATION
 TRUSTEE: ALLIANCE TITLE COMPANY, A CALIFORNIA CORPORATION
 BENEFICIARY: RON ELVIDGE, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY
 RECORDED: OCTOBER 1, 2004, SERIES NO. 2004-445204, OFFICIAL RECORDS

(AFFECTS THIS AND OTHER PROPERTY)

- 9. THE REQUIREMENT FOR SUBMISSION TO THIS COMPANY OF A RESOLUTION OF THE GOVERNING BODY OF LUCASEY MANUFACTURING CORPORATION, AUTHORIZING THE TRANSACTION FOR WHICH THIS REPORT HAS BEEN REQUESTED TOGETHER WITH A COPY OF SUCH CORPORATION'S BY-LAWS. THE RESOLUTION TO DESIGNATE AS WELL THE OFFICERS AUTHORIZED TO EXECUTE ON THE CORPORATION'S BEHALF.
- 10. ANY AND ALL UNRECORDED LEASES.
- 11. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT DISCLOSED BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY MAKING INQUIRY OF THE PARTIES OR PERSONS IN POSSESSION OF THE HEREIN DESCRIBED LAND.

*** END OF EXCEPTIONS ***

Recorded at the request of
AMERICAN TITLE COMPANY

714503

Recording requested by:
WELLS FARGO BANK, N.A.

When recorded return to:
WELLS FARGO BANK, N.A.
Business Lending
177 Park Center Plaza MAC#
A0514-011
San Jose, CA 95113

2002031709 01/23/2002 08:30 AM
OFFICIAL RECORDS OF RECORDING FEE: 48.00
ALAMEDA COUNTY
PATRICK D'CONNELL



14 PGS

State of California

Space Above This Line For Recording Data

DEED OF TRUST
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust ("Security Instrument") is January 15, 2002 and the parties are as follows:

TRUSTOR ("Grantor") LUCASEY MANUFACTURING CORPORATION
whose address is 2744 East 11th Street
Oakland, CA 946011429

TRUSTEE: AMERICAN SECURITIES COMPANY
c/o Corporate Secretary
MAC# 0101-121
463 California Street
San Francisco, CA 94163

BENEFICIARY ("Lender") WELLS FARGO BANK, N.A.
Business Lending
177 Park Center Plaza MAC# A0514-011
San Jose, CA 95113

2. **CONVEYANCE.** For valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, all of that certain real property (the "Real Property") located in the County of Alameda, State of California, described as follows.

See Exhibit A attached hereto and made a part hereof

with the address of 2744 East 11th Street, Oakland, CA 94601, Assessor's Parcel No. 019-0093-013, together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water, waste water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be attached to or placed upon the Real Property, and all utility rights, connections, permits, licenses, deposits, plans, specifications, certificates, privileges and other interests relating to the Real Property, and all proceeds, revenues, rents, leases, insurance proceeds and other rights arising from or relating to any of the foregoing (the Real Property and all other property collectively referred to as the "Property")

Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the personal property described above. Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
 - A. Debt incurred under the terms of the promissory note, credit agreement, confirmation letter and disclosure or other evidence of debt (the "Note") dated January 15, 2002 in the principal amount of \$500,000.00, executed by LUCASEY MANUFACTURING CORPORATION (the "Borrower"), together with all extensions, renewals, modifications or substitutions.
 - B. All future advances from Lender to Borrower under such evidence of debt. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances which exceed the amount shown in Section 3. Any such commitment must be agreed to in a separate writing.
 - C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value or Lender's liens and interests, and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
 - D. Additional loans and advances made by Lender to Grantor and/or Borrower with interest thereon, late charges, prepayment penalties, attorneys fees, and any other fees and charges according to the terms of any additional promissory notes, credit agreements, and extension, modification or revision agreement, provided that such notes and/or agreements specifically recite that they are secured by this Deed of Trust.
4. **PAYMENTS.** Borrower shall pay the Secured Debt as it becomes due, and Borrower and Grantor shall strictly perform all of their respective obligations under the Note and this Security Instrument.
5. **WARRANTY OF TITLE.** Grantor warrants that Grantor holds good and marketable title to the Property in fee simple, and has the right to irrevocably grant, sell and convey the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
6. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Grantor receives from the holder of such prior liens.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
7. **TAXES AND OTHER CHARGES; CLAIMS AGAINST TITLE; SUBROGATION.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property, or any part thereof or interest thereon, whether senior or subordinate hereto, when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor agrees to preserve the priority of the lien and security interest created hereunder as a first priority lien and first priority perfected security interest, as applicable. Grantor will defend title to the Property against any claims that would impair the liens of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property. In the event any portion of the Secured Debt is advanced to pay amounts secured by any prior lien or security interest (the "Prior Liens") on the Property, Lender shall be subrogated to all of the liens, security interests, rights, powers and equities of the owners and holders of said indebtedness and Prior

Liens, and it is agreed that the Prior Liens are hereby renewed, extended and carried forward by this Security Instrument in full force and effect to secure payment of the Secured Debt

8. **DUE ON SALE OR ENCUMBRANCE.** Grantor promises not to sell, lease, rent or otherwise convey any portion of the Property without Lender's prior written consent until all Secured Debt has been fully paid and satisfied. Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Property or any interest therein without Lender's prior written consent, then at its option Lender may declare the Secured Debt immediately due and payable, except to the extent such action may be prohibited by law.
9. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will not remove or demolish the Property, or any part thereof. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit, and Grantor will not rely on Lender's inspections in any manner whatsoever.

10. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
11. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the property is a unit in a Condominium Project or is part of a Planned Unit Development ("PUD"), Grantor agrees to the following:
 - A. **Obligations.** Grantor shall perform all of Grantor's obligations under the Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project or PUD and any homeowners association or equivalent entity ("Owners Association"), (ii) by-laws, (iii) code of regulations, and (iv) other equivalent documents. Grantor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
 - B. **Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project or PUD which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then Grantor's obligation under Section 19 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Grantor shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance

proceeds in lieu of restoration or repair following a loss to Property, whether to the unit or to common elements, any proceeds payable to Grantor are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to Grantor.

C. **Flood Insurance.** Grantor agrees to maintain flood insurance for the life of the Secured Debt which is acceptable, as to form, amount and extent of coverage to Lender.

D. **Public Liability Insurance.** Grantor shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

E. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Grantor in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sum secured by the Security Instrument as provided in Section 18.

F. **Lender's Prior Consent.** Grantor shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to (i) the abandonment or termination of the Condominium Project or PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain, (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender, (iii) termination of professional management and assumption of self-management by the Owners Association, or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

G. **Remedies.** If Grantor does not pay condominium or PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this section shall become additional debt of Grantor secured by this Security Instrument. Unless Grantor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement as specified herein and shall be payable, with interest, upon notice from Lender to Grantor requesting payment.

12. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Grantor agrees to pay (i) all of Lender's expenses if Grantor breaches or fails to perform any covenant, obligation or agreement of Grantor in this Security Instrument, (ii) any amounts incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property, and (iii) all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's liens, security interests, and other rights under this Security Instrument. These amounts may include, but are not limited to, attorneys' fees, court costs, and other legal expenses, including (without limitation) reasonable attorneys' fees (outside counsel fees as well as allocated costs of Bank's in-house counsel, to the extent legally permitted) incurred in connection with enforcing Bank's rights, collecting any amounts due, protecting Bank's interests in any bankruptcy proceeding relating to Grantor or this Security Instrument (including without limitation, cash collateral, valuation, stay, transfer and preference actions, and general monitoring), and prosecuting or defending any actions relating to this Security Instrument or the Secured Debt, including actions for declaratory relief. These amounts, costs and expenses shall bear interest from the date paid or incurred until paid in full at the highest interest rate in effect with respect to any Secured Debt, and shall be paid by Grantor to Lender immediately upon Lender's request, to the extent allowed by applicable law. This Security Instrument shall remain in effect until released.
13. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environment Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance, and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or

contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material", "toxic substances", "hazardous waste", "hazardous substance", or "regulated substances" under any Environmental Law.

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property used in compliance with all Environmental Laws.

B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.

D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

14. **CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

15. **INSURANCE.** Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires or is required by applicable law. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

If Lender determines at any time during the term of the Secured Debt that the Property securing the Secured Debt is not covered by flood insurance or is covered by flood insurance in an amount less than the amount required by law, Lender will notify Grantor that Grantor should obtain flood insurance at Grantor's expense. If Grantor fails to obtain adequate flood insurance which is acceptable to Lender, Lender shall purchase flood insurance on Grantor's behalf at Grantor's expense.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause", with losses payable to Beneficiary where applicable. Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or

repair of the Property or to the Secured Debt whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

16. **ESCROW FOR TAXES AND INSURANCE.** At Beneficiary's option and upon its demand, Grantor shall, until all Secured Obligations have been paid in full, pay to Beneficiary monthly, annually or as otherwise directed by Beneficiary an amount estimated by Beneficiary to be equal to (a) all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Subject Property and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, other hazard and mortgage insurance next due. All amounts so paid shall not bear interest, except to the extent and in the amount required by law. So long as there is no Default, Beneficiary shall apply said amounts to the payment of, or at Beneficiary's sole option release said funds to Grantor for application to and payment of, such taxes, assessments, levies, charges and insurance premiums. If a Default exists, Beneficiary at its sole option may apply all or any part of said amounts to any portion of the Secured Debt and/or to cure such Default, in which event Grantor shall be required to restore all amounts so applied, as well as to cure any Default not cured by such application. Grantor hereby pledges, transfers and grants to Beneficiary a security interest in all amounts so paid and held in Beneficiary's possession, and all proceeds thereof, to secure the payment and performance of the Secured Debt. Upon assignment of this Deed of Trust, Beneficiary shall have the right to assign all amounts collected and in its possession to its assignee, whereupon Beneficiary and Trustee shall be released from all liability with respect thereto. The existence of said impounds shall not limit Beneficiary's rights under any other provision of this Deed of Trust or any other agreement, statute or rule of law. Within ninety-five (95) days following full repayment of all Secured Obligations (other than as a consequence of foreclosure), the balance of such amounts in Beneficiary's possession shall be paid to Grantor, and no other party shall have any right or claim thereto.
17. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
18. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and several. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.
- Grantor agrees that Lender may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
19. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or as shown in Lender's records, or to any other address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors.

20. **ARBITRATION PROGRAM; AGREEMENT FOR BINDING ARBITRATION.**

Arbitration. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise arising out of or relating to in any way (i) the loan and related loan and security documents which are the subject of this Deed of Trust and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination, or (ii) requests for additional credit.

Governing Rules. Any arbitration proceeding will (i) proceed in a location in California selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties, and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral, (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession, or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators, provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of California or a neutral retired judge of the state or federal judiciary of California, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of California and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the California Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be

entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date and within 180 days of the filing of the dispute with the AAA. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

Class Proceedings and Consolidations. The resolution of any dispute arising pursuant to the terms of this Deed of Trust shall be determined by a separate arbitration proceeding and such dispute shall not be consolidated with other disputes or included in any class proceeding.

Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the documents or any relationship between the parties.

Real Property Collateral Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration. If any such Dispute is not submitted to arbitration, the Dispute shall, at the election of any party, be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with said Section 638. A referee with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645.

21. **THIRD PARTY GRANTOR** In the event Grantor is not also the Borrower.
- (i) Grantor represents and warrants to Lender that this Security Instrument is executed at the request of the Borrower, Grantor will not, without prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of all or substantially all of the Property, and Grantor has established adequate means of obtaining from Borrower, on a continuing basis, financial and other information pertaining to the financial condition of Borrower. Grantor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect the risks of Grantor, and Grantor further agrees that Lender has no obligation to disclose to Grantor information or material acquired in the course of Lender's relationship with Borrower.
 - (ii) Grantor hereby waives any right to require Lender to proceed against any person, including Borrower, proceed against or exhaust any collateral held from Borrower or any other

person, pursue any other remedy in Lender's power, or make any presentments, demands for performance or give any notices of nonperformance, protests, notices of protest of dishonor in connection with the Secured Debt and this Security Instrument

(iii) Grantor also waives any defense arising by reason of any disability or other defense of Borrower or any other defense of Borrower or any other person, the cessation from any cause whatsoever, other than payment in full of the obligations of Borrower under this Security Instrument and Secured Debt, the application by Borrower of the proceeds of the Secured Debt, for purposes other than the purposes represented by Borrower to Lender or intended or understood by Lender to Grantor, any act or omission by Lender which directly or indirectly results in or aids the discharge of Borrower by operation of law or otherwise, including any impairment or loss of any right of reimbursement or subrogation or any right or remedy of Grantor against Borrower or any against any security resulting from the exercise or election of any remedies by Lender, including, without limitation, election by Lender to exercise any of Lender's rights, now or hereafter obtained, under any power of sale set forth in any deed of trust securing repayment of the indebtedness of Borrower and the consequent loss, limitation or impairment of the right to recover any deficiency from Borrower in connection therewith or due to any fair value limitations or determinations in connection with a judicial foreclosure; or any modification of the Secured Debt in any form whatsoever, including, without limitation, the renewal, extension, acceleration or other change in time for payment or any increase in the rate of interest. Until all amounts secured shall have been paid in full, Grantor further waives any right to enforce any remedy which Lender now has or may hereafter have against Borrower or any other person and waives any benefit of, or any right to participate in, any security whatsoever now or hereafter held by Lender.

(iv) Grantor acknowledges, warrants and agrees that each of the waivers set forth in this section are made with the full knowledge of their significance and consequence and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of said waivers are determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law.

22. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION** This Security Instrument is governed by the laws of the State of California and applicable federal law. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
23. **COLLECTION OF RENTS.** Lender confers on Grantor the authority to collect and retain rents, issues and profits of the Property ("Rents") as they become due and payable, subject, however, to the right of Lender to revoke said authority at any time in its sole discretion and without notice to Grantor. Lender may revoke said authority and collect and retain the Rents, whether or not Grantor is in default, and without taking possession of all or any of the Property. At Lender's request, Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor irrevocably designates Lender as Grantor's attorney-in-fact to receive, endorse, negotiate and collect payments, checks and instruments. The right to collect Rents shall not grant to Lender or Trustee the right to possession, except as otherwise expressly provided, nor impose upon Lender or Trustee the duty to collect or produce Rents or maintain the Property in whole or in part.

Grantor agrees that this conferral of authority is immediately effective between the parties, and is effective as to third parties on Grantor's default when Lender takes actual possession of the

Property, when a receiver is appointed, or as the law otherwise provides. Grantor agrees that Lender or Trustee may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Grantor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Grantor will endorse and deliver to Lender any Rents in Grantor's possession and any Rents subsequently coming into Grantor's possession and will not be commingled with any other funds. All such Rents will be held in trust for and delivered to Lender, and any amounts collected will be applied as provided in this Security Instrument. Grantor warrants that no default exists under the leases or any applicable law. Grantor agrees to require tenants to comply with the terms of the leases and applicable law.

24. **DEFAULT.** Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due, or if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
25. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law after default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or at any time thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser with covenants of general warranty made on behalf of Grantor, and after first paying all fees, charges and costs of the sale, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt paying the surplus, if any, in accordance with applicable law. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

26. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove the Trustee (or any successor trustee) and appoint a successor trustee by an instrument in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and

duties conferred upon the Trustee by this Deed of Trust and applicable law

27. **OBLIGATIONS OF MARRIED PERSONS.** In addition to the rights of Lender under applicable community property laws, every Borrower who is married expressly agrees that recourse may be had against his or her separate property for all of his or her obligations to Lender, in addition to the other property that may be subject to rights of Bank
28. **STATEMENT OF CONDITION** From time to time, as required by law, Lender shall furnish to Grantor or its agent such statements as may be required concerning the condition of the Secured Debt. Lender will charge a fee for such statement equal to \$60 or such other fee as may be permitted by law.
29. **RECONVEYANCE.** Upon payment of all sums and performance of all obligations secured by this Security Instrument, and termination of any line of credit or commitment secured hereby, at Grantor's request, Lender shall request Trustee to reconvey the Property and shall surrender its Security Interest and any note or instrument evidencing the Secured Debt to the Trustee. Trustee shall reconvey, without warranty, the Property or that portion secured by this Security Instrument. To the extent permitted by law, the reconveyance may describe the grantee as "the person or persons legally entitled thereto". Neither Lender nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. Lender will charge a fee for such reconveyance equal to \$65 or such other fee as may be permitted by law.
30. **AGREEMENT FOR BINDING ARBITRATION.** Lender and Grantor agree to the terms of the Arbitration Program set forth in paragraph 20 above concerning the resolution of Disputes.
31. **FINAL AGREEMENT.** To the extent allowed by law, the parties hereto agree to be bound by the terms of the following notice

NOTICE: THIS DOCUMENT AND ALL OTHER DOCUMENTS RELATING TO THIS LOAN CONSTITUTE A WRITTEN LOAN AGREEMENT WHICH REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS LOAN.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security instrument.

GRANTOR:

LUCASEY MANUFACTURING CORPORATION

By: 

Name: JOSEPH LUCASEY

Title: President

By: 

Name: Theresa Lucasey

Title: Secretary

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS

On January 17, 2002 before me, MIKE BARRY
a Notary Public in and for said County and State, personally appeared
JOSEPH LUCASEY AND THERESA LUCASEY

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



WITNESS my hand and official seal.

Signature Mike Barry

EXHIBIT A

(Description of Property)

Parcel A, Parcel Map 3650, filed November 4, 1981, book 131, of Parcel Maps, pages 24 and 26, Alameda County Records, Series No. 81-187328, excepting therefrom, one hundred per cent (100%) of all oil, gas, mineral, geothermal and similar rights lying below a depth of five hundred feet (500') measured vertically from the surface of said land, but without the right of entry through the surface of said land or the upper five hundred feet (500') thereof, as reserved by Del Monte Corporation, in Deed recorded January 15, 1979, Series No. 79-008379, Alameda County Records.

Assessor's Parcel No: 019-0093-013

OWNER'S STATEMENT

The undersigned, does hereby certify that it is the owner of all the lands delineated and contained within the boundary lines upon the herein recited map entitled "PARCEL MAP NO. 6301, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA"; that it is the owner of said land by virtue of the Grant Deed recorded November 6, 1981 under sales number 81-166486, Official Records of Alameda County, that it consents to the preparation and filing of this map.

ROADWAY EXPRESS INC., a Delaware corporation

[Signature]

OWNER'S ACKNOWLEDGEMENT

STATE OF OHIO
COUNTY OF SUMMIT

On this 21st day of October 1992, before me, Thomas R. Berman, a Notary Public, in and for said State, personally appeared J. D. Cunningham, known to me or proved by satisfactory evidence to be the Vice President of ROADWAY EXPRESS INC., a Delaware corporation, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of such corporation, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal, this 21st day of October 1992.

[Signature: Thomas R. Berman]
Notary Public in and for the County of Summit, State of Ohio

My commission expires: 11-24-94

PLANNING STATEMENT

This map was prepared by me or under my direction and based on a base map in conformance with the Subdivision Map Act and local ordinance as the request of Oakland Community Housing, Inc. in December 1991. I hereby state that this Parcel Map conforms to the approved or conditionally approved Tentative Map, if any. I further state that all measurements are of the character and variety the positions indicated and are sufficient to enable the survey to be retraced.

Dated: October 21, 1992 *[Signature]*
Notary Public, U.S. No. 4632
Exp. 9-28-95

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

I, William Matthews, Clerk of the Board of Supervisors of the County of Alameda, State of California, hereby certify, as amended below that:

An approved land has been filed with the Supervisor of the said County and fees in the amount of \$ _____ conditioned for the payment of all taxes and special assessments collected on taxes which are due a lien against said land or any part thereof but not yet paid.

All taxes and special assessments collected on taxes have been paid, as certified by the Treasurer-Tax Collector of the County of Alameda.

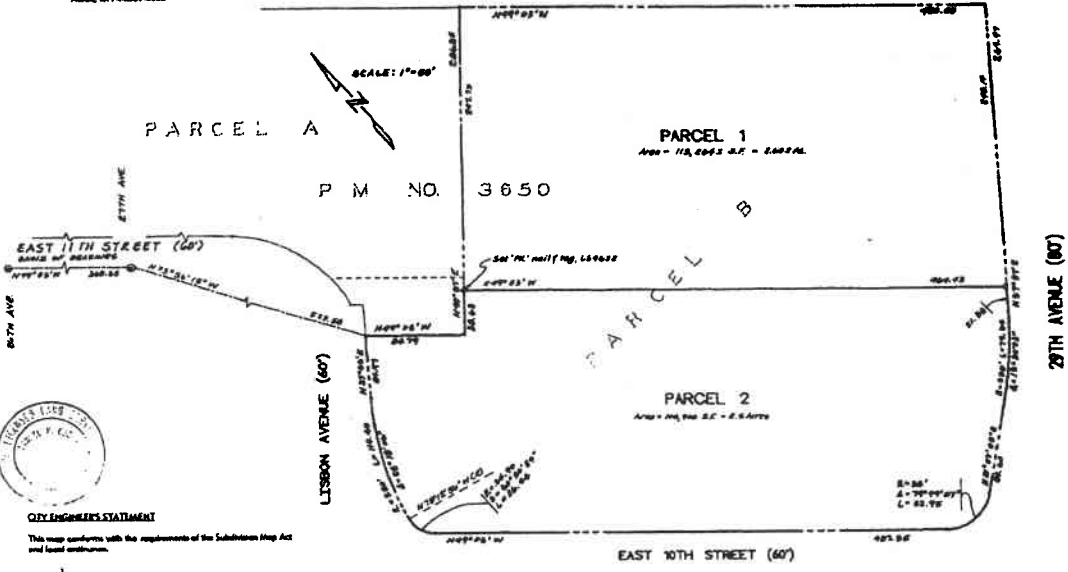
In witness whereof, I have hereunto set my hand this 21st day of October, 1992

[Signature]
William Matthews
Clerk of the Board of Supervisors of the County of Alameda, State of California

RECORD NUMBER

Roadway Express Inc.
1077 George Blvd.
Alameda, CA 94501-0208

SOUTHERN PACIFIC R.R. (100')



CITY ENGINEER'S STATEMENT
This map conforms with the requirements of the Subdivision Map Act and local ordinance.

Dated: October 21, 1992 *[Signature]*
Tom J. Johnson, E.C.E. 22013
Exp. Exp. 12-31-93
City Engineer of the City of Oakland

RECORDERS CERTIFICATE
I find this map of Subdivision 1992-0000 in Book 46 of the Official Records of Alameda County, California, to be a correct and true copy of the original as filed with me.

[Signature]
Patrick O'Connell, County Recorder
in and for the County of Alameda, State of California



- LEADER
- Exterior Boundary, P.M. No. 6301
- 1/4" Standard Monument
- Set 3/4" Iron Pipe and top L.S. 4632

DATE OF PLANNING
This file between the monuments on East 11th Street, between 200 and 27th Avenue, was created between on 7th of 07th 19th before at 07th 07th Street

PARCEL MAP NO. 6301
CITY OF OAKLAND
ALAMEDA COUNTY, CALIFORNIA
A SUBDIVISION OF PARCEL MAP NO. 6301 (S 1 & 2)
SAMUEL HUBBARD
LAND SURVEYOR
OAKLAND, CALIFORNIA
NOVEMBER, 1992

1066' W/4
Description: Alameda, CA Parcel Map 205.47 Page: 1 of 1
Order: 6301 Comment:

RECORDING REQUESTED BY
FIRST AMERICAN TITLE
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

LUCASEY MANUFACTURING CORP.
2744 E. 14TH STREET
Oakland, CA 94601
Attn: Hugh K. Phares, III

Recorded in Official Records, Alameda County
Patrick O'Connell, Clerk-Recorder
65.00
97224713 2:19pm 09/02/97
000 000400 20 14 000000
000 000 10 14.00 01.00 0.00 0.00 0.00 0.00
0.00 0.00

Escrow No. 157188

Split above this line for recorder's use
(RE: PARCEL MAP NO. 6301)

GRANT DEED AND AGREEMENT

THIS GRANT DEED AND AGREEMENT is made as of July 22, 1997, by and between LUCASEY MANUFACTURING CORPORATION ("Lucasey") whose address is 2744 East 14th Street, P. O. Box 14023, Oakland, CA 94614, and the CITY OF OAKLAND, a chartered corporate entity and political subdivision of the State of California ("Oakland"), whose address is 1330 Broadway, Suite 1001, Oakland, CA 94612, Attn: Ron Basrich.

WHEREAS, Oakland, is the successor in interest to Roadway Corporation, as to Parcel 1 as identified on Parcel Map No. 6301, for the City of Oakland, Alameda County, being a further subdivision of Parcel B identified on Parcel Map No. 3650, for the City of Oakland, Alameda County ("Oakland Property"); and

WHEREAS, Lucasey is the successor in interest to Comanche Investment Co., a California partnership, as to Parcel A, as identified on Parcel Map No. 3650, for the City of Oakland, Alameda County ("Lucasey Property"); and

WHEREAS, Comanche and Roadway entered that certain Agreement dated June 29, 1981 (Alameda County Clerk's No. 81-142121), whereby Comanche granted Roadway an easement over a portion of Parcel A (Alameda County Clerk's No. 81-199120), which easement was for ingress, egress and utilities, such easement being generally located in that area which had been dedicated for streets prior to abandonment by Oakland ("1981 Easement"); and

WHEREAS, public utilities have been installed underground within the area of the 1981 Easement; and

WHEREAS, changed circumstances have made it mutually desirable to change the area and scope of the 1981 Easement and the burdens of the 1981 Easement;

NOW, THEREFORE, the parties agree as follows:

1. **Perimeter Wall or Fence.** Oakland shall install a suitable wall or fence approximately eight feet in height along the entire northeasterly boundary of the Oakland Property adjoining the railroad right-of-way and shall continue said wall or fence a distance of approximately forty-five (45) feet along the northeasterly boundary of the Lucasey Property, and terminating at the easternmost corner of the existing building on the Lucasey Property. Following such initial installation by Oakland, neither party shall have any further obligation to the other with respect to the maintenance of this fence.

2. **Underground Utility Easement.** Oakland hereby abandons the 1981 Easement for above ground uses and purposes, however, Oakland retains the right to use the area of the 1981 Easement for extension of existing underground sewer and storm drainage utilities

GRANT DEED AND AGREEMENT (7/22/97)
REP: UC:\MS\UC\W\H\AL\EST\AGRT.722

Page 1

97-224713
9/2/97

("Underground Utility Easement"). Oakland shall be permitted to connect into the existing utility systems lying within the area of the Underground Utility Easement, as well as make such modifications to said existing utility systems as may be necessary to provide utility services to the Oakland property. Oakland shall repair or replace any pavement damaged in the maintenance, installation or removal of utilities from or in the Underground Utility Easement.

3. Access Easement. Lucasey hereby grants to Oakland a non-exclusive perpetual easement for the installation, operation, maintenance and replacement of a vehicular ingress and egress easement area for use only by Oakland's employees, agents and contractors, and excluding use by all others, said easement area being twenty-four (24) feet in width extending over, across and through the Lucasey property from the curve of Lisbon and Eleventh Streets to the Oakland property, as said easement area is more particularly described on Exhibit "A" attached hereto and made a part hereof ("Access Easement").

4. Fee Conveyance of Parking and Back-Up Areas from Oakland to Lucasey, Subject to Power of Termination. Oakland hereby grants to Lucasey in fee simple that certain real property located in the City of Oakland, County of Alameda, State of California and more particularly described as those areas of the Oakland Property labeled and described respectively as "Parking Area" and "Back-Up Area" on Exhibits "B-1", "B-2", "B-3" and "B-4" attached hereto and made a part hereof, excepting and reserving therefrom one hundred percent (100%) of all oil, gas, mineral, geothermal and similar rights to that portion of said land lying below a depth of Five Hundred feet (500') measured vertically from the surface of said land, but without the right of entry through the surface of said land or the upper Five Hundred feet (500') thereof, as reserved in the Deed from Del Monte Corporation to Warehouse Properties recorded January 15, 1979, Series No. 79-8379; provided further, however, that this conveyance in fee simple is made subject to the condition subsequent that upon any abandonment or termination of the Access Easement as described in Section 7 below, Oakland shall have the right to reenter and power to terminate said fee estate of Lucasey, and upon exercise of such power of termination, fee title to said Parking and Back-Up Areas shall revert to and vest in Oakland as of its first and former estate. So long as such conditional right of reentry and power of termination continue to be vested in Oakland, Lucasey covenants and agrees that said Parking Area and Back-Up Area shall be used only for vehicle parking and maneuvering and for no other purpose including, without limitation, open space storage and/or construction of improvements other than improvements associated with vehicle parking.

4.1. Escrow; Title Insurance. An escrow for this transaction shall be opened by Oakland with First American Title Insurance Company of 1535 Harrison Street, Oakland, California 94612 ("Escrow Agent"). Oakland and Lucasey shall deposit with Escrow Agent an executed and acknowledged original of this Agreement for recordation on the Alameda County records upon issuance to Lucasey of First American Title's standard CLTA owner's policy of title insurance in the amount of \$20,000 on its usual form insuring title to said Areas as vested in Lucasey, subject to no exceptions other than an exception for current real property taxes not yet delinquent and other exceptions, if any, approved in writing by Lucasey. Lucasey's obligations under this Agreement are conditioned upon issuance of such title insurance. The policy shall include CLTA Endorsement 101.4 insuring Lucasey against any loss by reason of any mechanics' liens arising from any work of improvement under construction or completed on the closing date. The title premium shall be paid by Lucasey. Any transfer tax shall be paid by Oakland. The Escrow Agent's fee and all other expenses incurred in escrow shall be paid 50% by Lucasey and 50% by Oakland.

4.2. Property Information. Oakland promises to furnish Lucasey, upon execution hereof, with copies of all contracts affecting said Areas and to provide Lucasey with any and all surveys, soils tests, environmental or other studies, site analyses, proposed parcel or

subdivision maps, correspondence to or from governmental authorities or others relating to said Areas, and all architectural and engineering plans and specifications, and any other information in Oakland's possession relating to said Areas which would be necessary or useful to the ownership, use and operation of said Areas.

4.3. Warranties by Oakland.

4.3.1. **Covenant of Title.** As a covenant that will survive the recordation of this conveyance, Oakland warrants that Oakland holds marketable and insurable fee title to said Areas, free and clear of all liens, claims, encumbrances, easements or encroachments, and that said Areas are not and upon recordation hereof shall not be the subject of any proposed assessment or assessment lien by reason of any work or improvement completed or installed by Oakland either before or after transfer of title to Lucasey.

4.3.2. **Subdivision Map Act.** Oakland warrants that the division of said Areas from the Oakland Property complies with the Subdivision Map Act and local subdivision ordinances, and that no final subdivision map, parcel map, or governmental permit or approval is required to lawfully transfer title to said Areas to Lucasey, or if required, Oakland shall, prior to transfer of title to Lucasey, prepare, process and obtain approval of applications for any parcel map waiver, lot line adjustment or other governmental permit or approval required for Lucasey's use of said Areas as a part of the Lucasey Property.

4.3.3. **No Violation of Laws.** Oakland warrants that there is not now, and as of the close of escrow there will not be, any violation of any law, ordinance, rule, or administrative or judicial order affecting the property, nor is there any condemnation, zoning change, or other proceeding or action (including legislative action) pending, threatened, or contemplated by any governmental body, authority, or agency that will in any way affect access to or use of said Areas as an expansion of the Lucasey Property, and that no litigation is pending on the use, operation, development, condition, or improvement of said Areas, or on any right, title, or interest therein. Oakland agrees that upon transfer of title to Lucasey there will be no contracts, licenses, commitments, or undertakings respecting maintenance of said Areas, or performance of services thereon, or relating to its use by which Lucasey would become obligated or liable to any person or entity, except such contracts as shall have been approved in writing by Lucasey.

4.3.4. **Environmental Compliance.** Oakland hereby represents and warrants that to the best of Oakland's knowledge, and except as otherwise disclosed by that certain environmental report of May 30, 1995 prepared by Moju Environmental Technologies; a letter from Roadway Services, Inc., to Oakland, dated August 16, 1995 and a "no further action" letter from the Alameda County Health Care Services Agency to Roadway Express, dated September 29, 1995, a copy of which report and which letters are provided, Lucasey specifically acknowledging receipt hereof, but which are incorporated by reference only, that no obvious source areas for contaminants were identified at the site. No compounds of concern in soil except low levels of lead, toluene, and acetone were discovered. Groundwater samples have reported concentrations of tetrachloroethene. Based on the environmental report, no source area has been discovered for the tetrachloroethene contaminants. Said "no further action" letter has been issued by the regulator regarding the groundwater contamination. Oakland has not generated, or deposited any hazardous material, there has been no release, storage, treatment, or disposal of any hazardous materials on, under, or from the property; and that no hazardous materials have been transported from the property. Lucasey understands and acknowledges that Oakland has not undertaken any investigation or inspection of the property, other than that disclosed herein, with regard to environmental matters and that both Oakland and Lucasey are relying solely on the Environmental Report as the only investigation and in-

inspection undertaken by Oakland with regard to these matters. Oakland agrees to indemnify, protect, hold harmless, and defend Lucassey, its directors, officers, employees, and agents, and any successors to Lucassey's interest in the chain of title to said Areas, from and against any and all liability, including without limitation (1) all consequential damages, directly or indirectly arising from the use, generation, storage, or disposal of hazardous materials by Oakland or any prior owner, occupant, or operator of said Areas; and (2) the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary before or after transfer of title to Lucassey, to the full extent that such liability is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on said Areas before such transfer of title. Oakland's indemnity shall survive transfer of title to Lucassey.

4.4. **Additional Documents.** Oakland and Lucassey agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

4.5. **Surface and Fencing Improvements.** Concurrently with its installation of the electronic gates within the Access Easement, Oakland shall complete the following improvements with respect to the Parking and Back-Up Areas for the benefit of Lucassey:

4.5.1. **Paving and Striping.** Oakland shall pave and stripe the Parking and Back-Up Areas with surfacing materials appropriate and suitable for the weight and volume of heavy truck traffic within the Back-Up Area, and for automobiles and light trucks within the Parking Easement Area. Ten (10) standard size parking spaces shall be provided within the Parking Easement Area. Following such initial installation by Oakland, Oakland shall have no further obligation with respect to the maintenance of the paving and striping located within the Parking or Back-Up Areas.

4.5.2. **Security Fencing.** Oakland shall install a permanent cyclone fence on the Northeast, Southeast and Southwest sides of the Parking and Back-Up Areas, thereby allowing no access to said areas except from the Lucassey Property. Said fence shall adjoin both the Southeast Gate (as hereinafter defined) and the fence now existing along the Northeast end of the common boundary between the Lucassey and Oakland Properties. Following such initial installation by Oakland, neither party shall have any further obligation to the other with respect to the maintenance of fencing located on the other party's property.

4.6. **Timing of Construction.** If Oakland shall fail to commence construction of the fencing, paving and striping improvements described in Section 4.5 above within eighteen (18) months after the date of recordation hereof on the Official Records of Alameda County, Lucassey shall have the right to cause such work to be performed at the expense of Oakland.

5. **Installation and Maintenance of Access Easement.** Oakland shall perform maintenance (including pavement patching or resurfacing) and striping necessary to maintain the Access Easement in a good and safe condition. Replacement of pavement (as opposed to patching or resurfacing) within the Access Easement area shall be shared on an equal basis between Oakland and Lucassey, and where such replacement of paving is to be performed on a large area of Lucassey's adjacent paved area, the share of cost attributable to the Access Easement shall be a fraction wherein the numerator is equal to the square footage area of pavement replaced within the Access Easement and the denominator is the total square footage area of pavement so replaced on the Lucassey Property.

6. **Electronic Gates.** Oakland shall at its cost install, service and maintain two (2) electronic gates to control entry to each end of the Access Easement ("Northwest Gate" and "Southeast Gate").

6.1. **Northwest Gate.** The Northwest Gate shall be installed within the northern one-half of the existing $\pm 46'$ drive entrance to the Lucasey Property. Oakland's installation of the Northwest Gate shall be performed with Lucasey's prior approval of the location of power lines to serve the electronics of the Northwest Gate. Concurrently with this installation, Oakland shall at its cost install underground power lines for operation of both gates. Upon installation, the Northwest Gate and all equipment thereon shall be owned by Lucasey and shall become a part of the Lucasey Property. Lucasey shall determine whether and when this gate shall be closed or open; however, both Oakland and Lucasey shall have keypad access through this gate at all times whenever it may be closed, whether during or after normal business hours. Oakland shall maintain the Northwest Gate and all its appurtenant equipment in good operating condition so long as the Access Easement continues in effect. Each party shall be responsible for any damage to the Northwest Gate caused by its agents or employees.

6.2. **Keypad Control.** The gates shall be operable by electronic keypad. The keypad code for the Northwest Gate shall be provided by Oakland to Lucasey for its use.

7. **Termination of Access Easement.** The Access Easement shall continue to burden the Lucasey Property until the later of the following events: (1) such time as the Oakland Property is no longer owned by the City of Oakland, or (2) the Oakland Property is no longer used for the operation of an animal shelter or related functions. Should use of the Access Easement be abandoned, or terminated by any legal means at any time, then Oakland shall have the power to terminate Lucasey's fee interest in the Parking and Back-Up Areas pursuant to Section 4 above. Oakland may not terminate Lucasey's fee estate in the Parking and Back-Up Areas unless the Access Easement has been terminated.

7.1. **Restoration of Improvements Upon Termination.** Upon any abandonment or termination of the Access Easement, Oakland shall promptly give written notice to Lucasey of such termination. Upon such termination, Oakland may notify Lucasey of Oakland's exercise of its power of termination of Lucasey's fee estate in the Parking and Back-Up Areas pursuant to Section 4 above and, within sixty (60) days thereafter, Oakland shall (i) remove the Southeast Gate, (ii) install permanent cyclone fencing along the entire common boundary between the Lucasey Property and the Oakland Property, and (iii) upon receipt of Lucasey's written authorization to do so, remove and replace the Northwest Gate with fencing and/or gate improvements having a function and value comparable to those existing immediately prior to installation of the Northwest Gate.

8. **Duration of Underground Utility Easement.** The Underground Utility Easement shall continue as an easement appurtenant to the Oakland Property so long as Oakland, its successors and assigns shall make use of the same for underground utility purposes, but upon one year's discontinuance of said use, the Underground Utility Easement shall be deemed abandoned and of no further force or effect.

9. **Plans and Specifications.** All work required or permitted to be performed by Oakland under any provision of this Agreement shall conform to plans and specifications which shall be prepared by Oakland and approved in writing by Lucasey prior to commencement of such work (the "Approved Plans"). If Lucasey rejects any plans submitted by Oakland, specific objections must be detailed in writing, including the basis for the objection. If neither approval or written objections are delivered by Lucasey within ten (10) days of Lucasey's receipt of plans, the plans shall be conclusively deemed approved.

10. General Provisions.

10.1. **Impairment of Use.** Any installation, operation, maintenance, repair or replacement performed in connection with the Access Easement shall be at no cost to Lucasey unless agreed to in writing by Lucasey, and shall be so performed as to interfere as little as reasonably possible with the use and enjoyment of the Access Easement and Lucasey's adjacent land by persons occupying the same or lawfully present thereon. To effectuate this intent, Oakland shall provide and maintain safe vehicular and/or pedestrian bridges (i.e., boards or metal plates across open trenches) for use by Lucasey's customers, agents, contractors, employees and invitees, where necessary to maintain reasonable access to Lucasey's buildings, parking and loading areas; Oakland and Lucasey shall each keep the Access Easement free of equipment and materials at all times, except when workers are actively working in the Access Easement area, unless Lucasey and Oakland shall each give prior written consent to do otherwise.

10.2. **Surface Restoration.** If the surface of the Access Easement and/or surface of Lucasey's adjacent real property and/or any improvements thereon shall be disturbed by installation, operation, maintenance, repair or replacement by Oakland, said surface and/or improvements shall be promptly restored by Oakland to their condition just prior to such disturbance.

10.3. **Reasonable Use.** There shall be no liability on Lucasey, its successors and assigns and persons occupying or lawfully present on the Access Easement area for damage, if any, which may be caused by normal and reasonable use of, or vehicular or pedestrian traffic over said Access Easement area. Said normal and reasonable use may include the operation of vehicles on said Access Easement.

10.4. **Liens.** Oakland shall permit no mechanics', materialmen's or other liens to stand against the Lucasey Property (including the Parking and Back-Up Areas) for work or materials furnished Oakland in connection with this Agreement, and Oakland agrees to indemnify, defend and hold Lucasey harmless from the same.

10.5. **Indemnity.** Oakland agrees to indemnify Lucasey against and save Lucasey harmless from all demands, claims, administrative proceedings, liabilities, causes of action or judgments, and all reasonable expenses incurred in investigating or appealing the same, for injury to person, loss of life or damage to property occurring on or about the Access Easement and Underground Easement areas arising out of Oakland's use of said areas. Oakland agrees to maintain adequate insurance covering its obligations as hereinabove stated in respect of injury to person or property and loss of life and will furnish Lucasey with evidence of such coverage before commencing any use or occupancy of said areas.

10.6. **Relocation of Utilities.** Lucasey agrees that no building structure shall be erected or permitted on the Access Easement or Underground Utility Easement areas; provided, however, Lucasey reserves the right to require, at Lucasey's expense, the relocation of all or part of any utilities installed by Oakland within the Underground Utility Easement area to the extent from time to time necessary to permit further development or redevelopment of the Lucasey Property.

10.7. **Attorneys' Fees.** In the event suit is brought for the enforcement or interpretation of this Agreement or as the result of any alleged breach hereof, or if any appeal is taken therefrom, the prevailing party or parties to such suit or appeal shall be entitled to be paid reasonable attorney's fees and costs by the losing party or parties, and any judgment or

GRANT DEED AND AGREEMENT (7/22/97)
 HOP11C:\MEL\MCA\ORIGINAL\BTRIGHT.722

Page 6

decree rendered shall include an award thereof.

10.8. Covenants Run With the Land. The Access Easement and Underground Utility Easement, and each restriction or covenant made by Lucasey in this Agreement shall be appurtenant to and for the benefit of the Oakland Property as dominant tenement and shall be a burden on the Lucasey Property as servient tenement; and each restriction or covenant made by Oakland in this Agreement shall be appurtenant to and for the benefit of the Lucasey Property (including the Parking and Back-Up Areas) as dominant tenement and shall be a burden on the Oakland Property as servient tenement. Such easements, restrictions and covenants shall run with the title to each benefited Parcel as dominant tenement, and with the title to each burdened Parcel as servient tenement pursuant to the provisions of Section 1468 of the California Civil Code, such that all rights hereunder shall constitute a benefit appurtenant to the Parcel for which such easement, covenant or restriction is granted, which rights shall inure to the benefit of the owner of such dominant tenement and to such owner's heirs, personal representatives, successors and assigns; and also, such that all obligations of each such easement, covenant or restriction shall extend to and bind each of the owners of each servient tenement and to each of such owner's heirs, personal representatives, successors and assigns. Further, it is expressly agreed that each covenant to do or refrain from doing some act on or within the Lucasey Property or the Oakland Property or any part thereof as the covenantor:

10.8.1. Is for the benefit of the land of the covenantee;

10.8.2. Runs with both the land owned by the covenantor and the land owned by the covenantee; and

10.8.3. Shall benefit or be binding upon each successive owner, during his or her ownership, or any portion of the land affected hereby and each person having any interest therein derived through any owner of the land affected hereby.

Executed in Oakland, California,

LUCASEY MANUFACTURING CORPORATION
(a California corporation)

By: [Signature] Date: 8/25/97
Janet Yolanda Lucasey,
Controller
CITY OF OAKLAND

By: [Signature] Date: August 25, 1997
Karl S. Bonner,
Interim City Manager

Approved as to form and legality:

By: [Signature] Date: 7/10/97
City Attorney

GRANT DEED AND AGREEMENT (7/22/97)
HP 1 (C:\MS\BUREAU\LEGAL\BMT.722)

Page 7

State of California

County of Alameda

On August 25, 1997 before me the undersigned, a notary public, personally appeared
KARL S. BERNARD

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

WITNESS my hand and official seal.

Signature Ronald M. Basarich (Seal)



State of California

County of Alameda

On August 25, 1997 before me the undersigned, a notary public, personally appeared
JONAS YALANDA LUGASAY

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

WITNESS my hand and official seal.

Signature Ronald M. Basench (Seal)



EXHIBIT A
24 FOOT ACCESS EASEMENT

Portion of Parcel A of Parcel Map No. 3650 filed November 4, 1981 in Book 131 of parcel Maps, at page 24, Alameda County Records, described as follows:

Beginning at a point on the Southeastern line of the abovementioned parcel A, distant thereon North 40° 57' 00" East, 53.63 feet, along said line, from the most Southerly corner thereof; thence leaving said line North 49° 03' 00" West, 104.58 feet; thence South 89° 52' 10" West, 8.67 feet to a point on the western line of that parcel of land described in the deed to H.G. Prince & Co., a corporation, recorded October 19, 1922 in Book 276, at page 342, Alameda County Records; thence along said line northerly along a non-tangent curve having a radius of 133.37 feet, concave to the west, a radial line of said curve through said point bears North 89° 52' 10" East, through a central angle of 13° 15' 29", an arc length of 26.23 feet; thence leaving said line North 89° 52' 10" East, 18.39 feet; thence South 49° 03' 00" East, 116.62 feet to said southeastern line of said Parcel A; thence along said line South 40° 57' 00" West, 24.00 feet to the point of beginning.

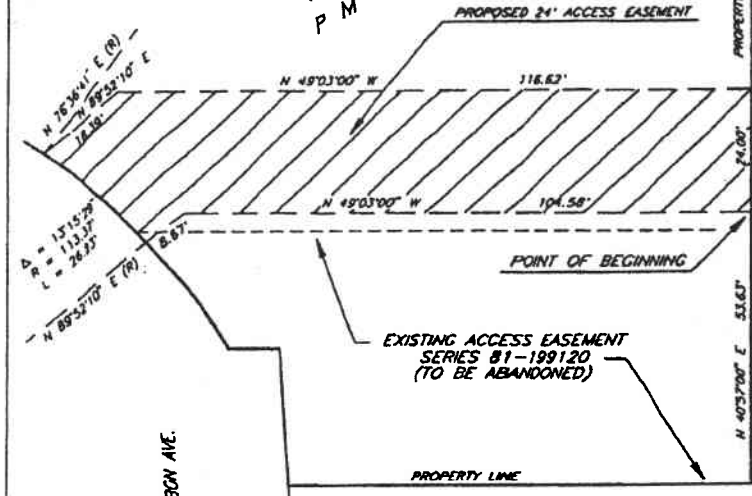
And containing 2,992 square feet, more or less.



97224713

PARCEL A
P.M. NO. 3650

PARCEL 1 P.M. NO. 6301



PARCEL 2 P.M. NO. 6301

EXHIBIT A - 1
PROPOSED 24' ACCESS EASEMENT
APPURTENANT TO PARCEL 1 P.M. 6301 (205 PM 47)

IN PARCEL A PARCEL MAP NO. 3650 (131 PM 24)

BERKELEY, ALAMEDA COUNTY, CALIFORNIA

ISSUED: 7 - 27 1997



Paul Cambray
7-24-97
DATE



ACLAND INTERNATIONAL, INC.
2000 INTERNATIONAL BLVD., SUITE 501
SAN FRANCISCO, CA 94115
TEL: 415 774-1100
FAX: 415 774-1101

97224713

EXHIBIT A - 2

EXISTING ACCESS EASEMENT TO BE ABANDONED

Portion of Parcel A of Parcel Map No. 3650 filed November 4, 1981 in Book 131 of Parcel Maps, at page 24, Alameda County Records, described as follows:

A 50 foot all-purpose easement described in that certain agreement between Comanche Investment Co., a California partnership and Roadway Express Inc., a Delaware corporation recorded November 30, 1981 Series No. 81-199120, Alameda County records, more particularly described as follows:

Beginning at the most northern corner of Lot 1, in Block N, being the point of intersection of the eastern line of Lisbon Avenue formerly 28th Avenue and the southern line of East 11th Street as the said Lot, Block, Avenue and Street are delineated and so designated upon that certain Map entitled "Knowles and Potter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda County, California", filed December 5, 1887 in the office of the County Recorder of said Alameda County; thence along the aforementioned eastern line of Lisbon Avenue South 37° 06' West, 27.00 feet; thence South 49° 03' East, 84.79 feet; thence North 40° 57' East, 50.00 feet; thence North 49° 03' West, 112.96 feet to the western line of the property deeded from the City of Oakland dated October 19, 1922 and filed in Liber 276 of Official Records at page 342 in the office of the County Recorder of Alameda County; thence along said line from a tangent which bears South 1° 31' 57" East along a curve to the right having a radius of 113.37 feet, an arc distance of 28.34 feet; thence South 49° 03' East, 10.02 feet to the point of beginning.

Being a portion of Block N as shown in the above mentioned map and a portion of East 11th Street described in Ordinance No. 2267 N.S. of the city of Oakland ordering the closing up and abandoning of said street as described in the above mentioned deed from the city of Oakland.

And containing 4,708 square feet, more or less.

And reserving therefrom permission to connect into the existing utility systems lying within the easement area, as well as make such modifications to said utility systems as may be necessary to provide utility service & permission to construct and install other or duplicate utility systems in the easement area which are necessary.



97224713

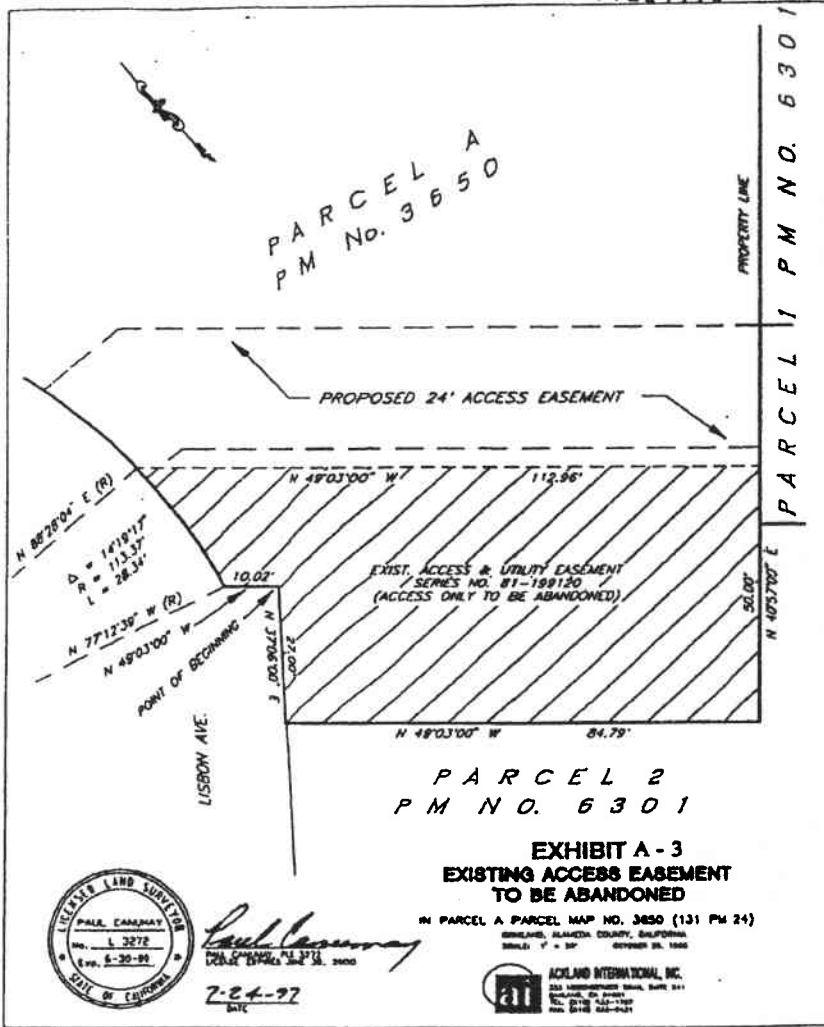


EXHIBIT B - 1
BACKUP AREA, IN FEE SIMPLE

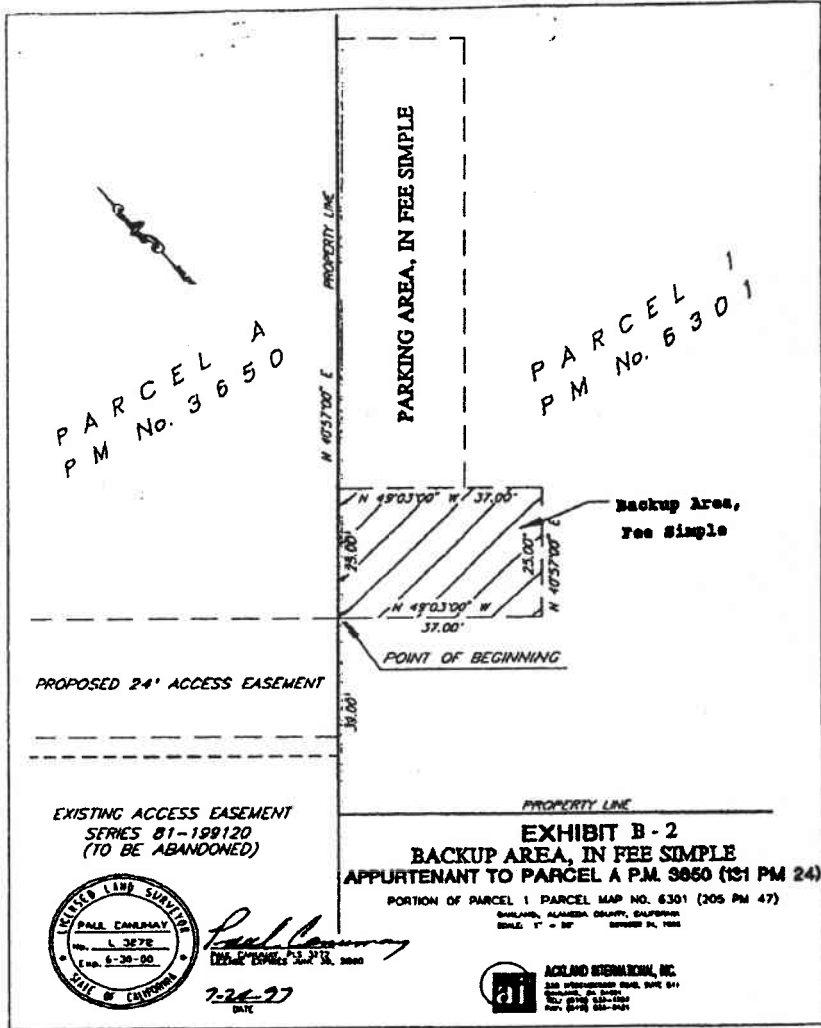
Portion of Parcel 1 of Parcel Map No. 6301 filed February 26, 1993 in Book 205 of Parcel Maps, at page 47, Alameda County Records, described as follows:

Beginning at a point on the northwesterly line of the abovementioned Parcel 1, distant thereon North 40° 57' 00" E, 39.00 feet, along said line, from the most westerly corner thereof; thence continuing along said line North 40° 57' 00" East, 25.00 feet; thence leaving said line South 49° 03' 00" East, 37.00 feet; thence South 40° 57' 00" West, 25.00 feet; thence North 49° 03' 00" West, 37.00 feet to the point of beginning.

And containing 925 square feet, more or less.



7-24-97



PARCEL A
P M No. 3650

PARCEL 1
P M No. 6301

PARKING AREA, IN FEE SIMPLE

Backup Area,
Fee Simple

PROPOSED 24' ACCESS EASEMENT

EXISTING ACCESS EASEMENT
SERIES 81-199120
(TO BE ABANDONED)

EXHIBIT B - 2
BACKUP AREA, IN FEE SIMPLE
APPURTENANT TO PARCEL A P.M. 3650 (131 PM 24)
PORTION OF PARCEL 1 PARCEL MAP NO. 6301 (205 PM 47)
OAKLAND, ALAMEDA COUNTY, CALIFORNIA
SCALE: 1" = 80'



Paula Carlsmy
7-22-97
DATE

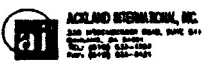


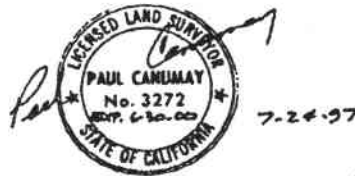
EXHIBIT B - 3

PARKING AREA, IN FEE SIMPLE

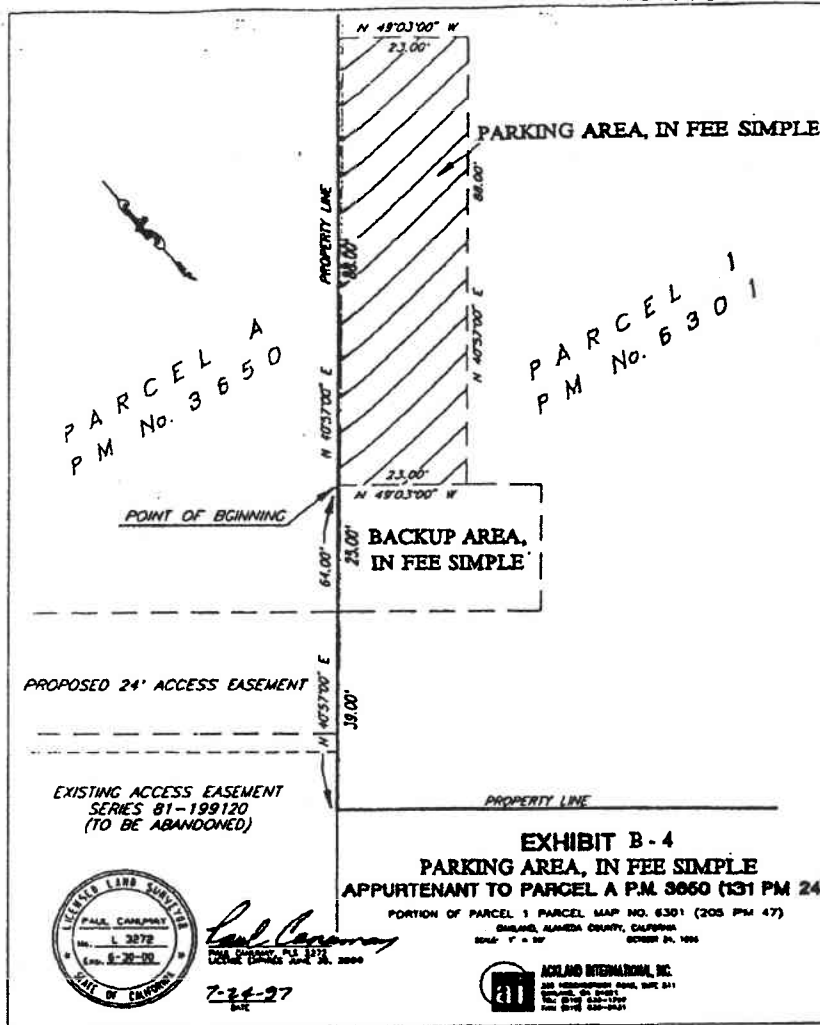
Portion of Parcel 1 of Parcel Map No. 6301 filed February 26, in Book 205 of Parcel Maps, at page 47, Alameda County Records, described as follows:

Beginning at point on the northwesterly line of the above mentioned Parcel 1, distant thereon North 40° 57' 00" E, 64.00 feet, along said line, from the most westerly corner thereof; thence continuing along said line North 40° 57' 00" East, 88.00 feet; thence leaving said line South 49° 03' 00" East, 23.00 feet; thence South 40° 57' 00" West, 88.00 feet; thence North 49° 03' 00" West 23.00 feet to the point of beginning.

And containing 2024 square feet, more or less.



97224713



PARCEL A
P M No. 3650

PARCEL 1
P M No. 6301

PARKING AREA, IN FEE SIMPLE

BACKUP AREA,
IN FEE SIMPLE

PROPOSED 24' ACCESS EASEMENT

EXISTING ACCESS EASEMENT
SERIES 81-199120
(TO BE ABANDONED)

PROPERTY LINE

EXHIBIT B-4
PARKING AREA, IN FEE SIMPLE
APPURTENANT TO PARCEL A P.M. 3650 (131 PM 24)

PORTION OF PARCEL 1 PARCEL MAP NO. 6301 (205 PM 47)
OAKLAND, ALAMEDA COUNTY, CALIFORNIA
SCALE: 1" = 50'
DATE: 07/28/04



Paul Caraway
PAUL CARAWAY, L.S. 3878
DATE EXPIRES: JUN 20, 2005

7-24-07



CERTIFICATE OF ACCEPTANCE
(Government Code Section 27261)

THIS IS TO CERTIFY that the interest in real property conveyed by deed or grant deed dated the 25th day of August 19 97 from LUCAS
MANUFACTURING CORPORATION to the CITY OF OAKLAND, a municipal corporation, is hereby accepted by order of the City Council by Resolution No. 36358 C.M.S. adopted September 12, 1997, and recorded in Book 8468 at Page 215, in the official records of the Recorder of Alameda County, State of California, and the grantee consents to recordation thereof by its duly authorized officer.

Date: August 27, 1997


Frank Foralli
Manager, Real Estate Services

4-3

96-84841

4/5/96

Recording requested by
First American Title Guaranty Company
When recorded mail to

Recorded in Official Records, Alameda County
Patrick D'OConnell, Clerk-Recorder
16.00
0000001 00:00:00 04/05/96
004 001122 20 21 200000
703 4 7.00 9.00 9.00 9.00 9.00 9.00 9.00 9.00
9.00

Lucassey Manufacturing Corporation
P. O. Box 14023
Oakland, CA 94614
Attn: Mr. Joseph Lucassey
Escrow No. 155391

Mail Tax Statements to:

The undersigned hereby declares
Documentary Transfer Tax/Due to
Computed on the consideration or value
of property conveyed; or
Computed on the consideration or value
less liens or encumbrances remaining at
time of sale

As shown above

QUITCLAIM OF EASEMENT

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

OAKLAND COMMUNITY HOUSING, INC., a California non-profit public benefit corporation

does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

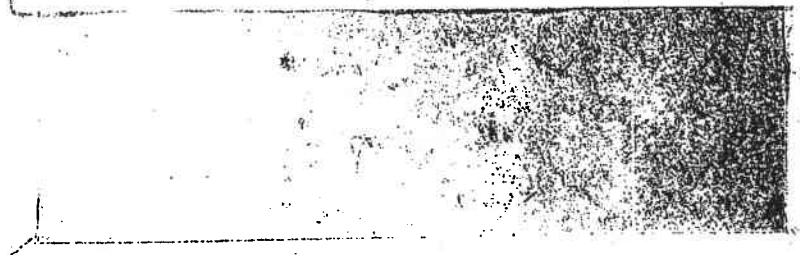
LUCASEY MANUFACTURING CORPORATION, a California corporation

All of its right, title and interest and to the real property in the City of Oakland,
County of Alameda, State of California, described as:
SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

** THE PURPOSE FOR THIS QUITCLAIM IS TO EXTINGUISH AND TERMINATE THE EASEMENT AND ALL OF THE PROVISIONS OF THAT CERTAIN AGREEMENT AND EASEMENT RECORDED NOVEMBER 30, 1981 IN SALES AND 81-199120, Official Records.

Dated: 3/27/96

SEE EXHIBIT "B" ATTACHED HERETO FOR GRANTOR SIGNATURE AND GRANTEE ACCEPTANCE



The purpose of the quitclaim is to extinguish and terminate the easement and all of the provisions of that certain agreement & Easement recorded 11/30/81 81-199120

96084841

GRANTOR:

OAKLAND COMMUNITY HOUSING, INC., a California
non-profit public benefit corporation

By: Cathy Craig, Assistant Secretary

By: _____

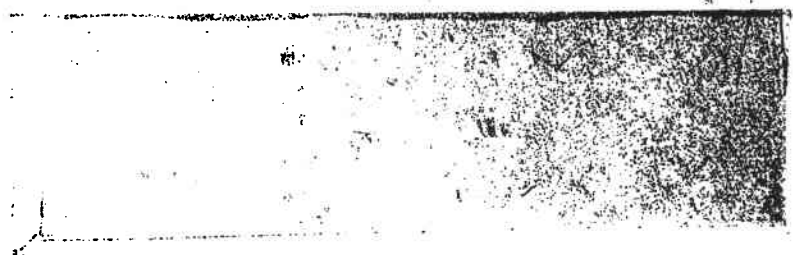
ACKNOWLEDGED AND ACCEPTED BY GRANTEE:

LUCASEY MANUFACTURING CORPORATION, a California
corporation

By: Theresa M. Lucas

By: Theresa M. Lucas

EXHIBIT "B"



STATE OF CALIFORNIA }
COUNTY OF Alameda } ss.

On March 27, 1996, before me, J. H. Robinson
personally appeared Betty Price
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature J. H. Robinson



10-9-99

STATE OF CALIFORNIA }
COUNTY OF Alameda } ss.

On April 3, 1996, before me, Ginger J. Schuler
personally appeared Joseph A. Lucassy & Theresa M. Lucassy
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Ginger J. Schuler
Ginger J. Schuler



96084841

LEGAL DESCRIPTION

REAL PROPERTY in the City of Oakland, County of Alameda, State of California, described as follows:

An Easement for Ingress and Egress situated in the City of Oakland, County of Alameda, State of California, described as follows:

Beginning at the most northern corner of Lot 1, in Block N, being the point of intersection of the eastern line of Lisbon Avenue formerly 28th Avenue and the southern line of East 11th Street as the said Lot, Block Avenue and Street are delineated and so designated upon that certain map entitled "Knowles and Potter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda County, California", filed December 5, 1887 in the Office of the County Recorder of said Alameda County; thence along the aforementioned eastern line of Lisbon Avenue south 37° 08' west 27.00 feet; thence south 49° 03' east 84.79 feet; thence north 40° 57' east 50.00 feet; thence north 49° 03' west 112.96 feet to the western line of the property deeded from the City of Oakland October 19, 1922 and filed in Liber 276 of Official Records at Page 342 in the Office of the County Recorder of Alameda County; thence along said line from a tangent which bears south 1° 31' 57" east along a curve to the right having a radius of 113.37 feet, an arc distance of 28.34 feet; thence south 49° 3' east 10.02 feet to the point of beginning.

Being a portion of Block N as shown in the above mentioned map and a portion of East 11th Street described in Ordinance No. 2267 N.S. of the City of Oakland ordering the closing up and abandoning of said street as described in the above mentioned deed from the City of Oakland.

EXHIBIT A



12129187
87-345563

87-345563

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
NAME Lucasey Manufacturing Corporation
ADDRESS 2744 E. 11th St
CITY & STATE Oakland, Ca.
Title Order No. Escrow No. 907931

RECORDED IN PUBLIC RECORDS
OF ALAMEDA COUNTY CALIF.
REC. & PAYED BY RECORDER

'87 DEC 29 PM 2 52

TAX PAID
ALAMEDA COUNTY

5/2/22

SM10

MAIL THE INSTRUMENT TO
NAME Same as above
ADDRESS
CITY & STATE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 019 0093 013

Partnership Grant Deed

County of Alameda full value
city of Oakland 10,675.00

CITY
TAX
PAID

FOR VALUE RECEIVED,
COMMONWE INVESTMENT COMPANY, A CALIFORNIA GENERAL PARTNERSHIP
GRANTS to LUCASEY MANUFACTURING CORPORATION, A CALIFORNIA CORPORATION
all that real property situate in the City of Oakland
County of Alameda, State of California, described as follows:
(FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

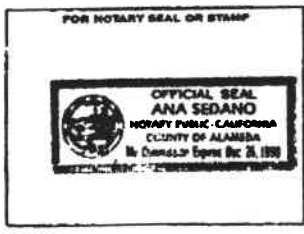
Comanche
87345563

Date December 23 1987
by _____ Partner
by _____ Partner

COMMONWE INVESTMENT COMPANY
by Milton J. Shuck Partner
by Ralph F. Henry Partner

STATE OF CALIFORNIA
County of Alameda } ss.
On this 23rd day of December, 1987, before me, the undersigned,
Notary Public, in and for said State, personally appeared
Milton J. Shuck and Ralph F. Henry
known to me to be the partners of the partnership that
executed the within instrument, and acknowledged to me that each
partnership executed the same.

Carol A. Sedano
Notary Public



MAIL TAX STATEMENTS AS DIRECTED ABOVE
Description: Alameda, CA Document-Year: DoctID 1987.345553 Page: 1 of 2
Order: TH-10-18-2005 01-06-12 PM Comment:

26 pgs.

87-34555

(1987)

11-345553

Order No. 907931

EXHIBIT "A"

Parcel A, Parcel Map 3656, filed November 4, 1961, Book 131, of Parcel Maps, pages 24 and 25, Alameda County Records, Series No. 81-187328, reserving and excepting therefrom, one hundred per cent (100%) of all oil, gas, minerals, geothermal and similar rights lying below a depth of five hundred feet (500') measured vertically from the surface of said land, but without the right of entry through the surface of said land or the upper five hundred feet (500') thereof, as reserved by Del Monte Corporation, in Deed recorded January 16, 1979, Series No. 79-086379, Alameda County Records

79-008379

Assessors Parcel No. 819-0093-813

PAGE NO. 6

87-345553

Order No. 907931

EXHIBIT "A"

Parcel A, Parcel Map 3650, filed November 4, 1981, Book 131, of Parcel Maps, pages 24 and 25, Alameda County Records, Series No. 81-187328, reserving and excepting therefrom, one hundred per cent (100%) of all oil, gas, mineral, geothermal and similar rights lying below a depth of five hundred feet (500') measured vertically from the surface of said land, but without the right of entry through the surface of said land or the upper five hundred feet (500') thereof, as reserved by Del Monte Corporation, in Deed recorded January 15, 1979, Series No. 79-008379, Alameda County Records

Assessors Parcel No. 819-0093-013

PAGE NO. 6

10/29/81
81-199120

Chicago Title

AGREEMENT AND EASEMENT

THIS AGREEMENT, made this 27th day of October, 1981, by and between Comanche Investment Co., a California Partnership (hereinafter called "Comanche"), and Roadway Express, Inc., a Delaware corporation (hereinafter called "Roadway").

WHEREAS, Comanche has entered into a contract for the sale of a certain tract of land to Roadway which is situate in the City of Oakland, State of California, which tract is known as Parcel B of Parcel Map 3650, filed NOVEMBER 4, 1981 in Book 121 of Parcel Maps, at Page 24-25 Alameda County Records; and

3650

WHEREAS, Comanche has retained ownership to Parcel A of said Parcel Map 3650; and

WHEREAS, Comanche wishes to grant Roadway an easement over a portion of Comanche's retained property, i.e. Parcel A of said Parcel Map 3650.

NOW, THEREFORE, the parties hereto agree as follows:

1. Comanche hereby grants Roadway a perpetual, mutual easement over that portion of Parcel A of said Parcel Map 3650, which easement area is depicted on said Parcel Map and which easement area is also described on Exhibit A attached hereto and made a part hereof, and which area is hereinafter referred to as the "easement area". Said easement shall provide Roadway, its tenants, employees, agents, visitors, representatives and invitees with truck, tractor-trailer, automobile and construction and demolition equipment access to, from and between East 11th Avenue (Lisbon Avenue) and Parcel B shown on said Parcel Map 3650. Roadway shall also be permitted to connect into the existing utility systems lying within the easement area, as well as make such modifications to said utility systems as may be necessary to provide utility services to Parcel B of said Parcel Map 3650. Roadway shall also be permitted to construct and install other or duplicate utility systems in the easement area which are necessary to

A

service said Parcel B. Roadway shall also be permitted to improve said easement area.

2. The parties hereto acknowledge that Roadway is obligated to install gates in the easement area as more fully described in a certain Agreement recorded in Book 81, Page 142121, of the Alameda County, California records. Roadway agrees that, when said gates are installed, same shall be secured when the operation(s) being maintained on Parcel A are not in operation and that during said times said gates shall only provide access to Parcel B for Roadway's tenants, agents, representatives, visitors, employees, successors and assigns.

3. The parties hereto agree that neither party, nor their respective tenants, agents, representatives, visitors, invitees, employees, successors or assigns shall block, obstruct, or restrict the flow of traffic through, or parking upon, the easement area.

4. The parties hereto agree that the easement area shall be maintained and repaired by Comanche; provided, however, Roadway agrees to reimburse Comanche for an equitable portion of the maintenance and repair invoices within twenty (20) days after receipted invoices are presented to Roadway by Comanche, together with a computation of the portion of said invoices to be reimbursed by Roadway. For purposes of this Agreement, the term "equitable portion" shall be determined based upon the use of the easement area by Comanche, Roadway and their respective tenants, agents, representatives, visitors, invitees, employees, successors and assigns.

5. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns or successors in interest of each of the parties hereto.

6. Any notice, communications or delivery required to be given by this Agreement by either party to the other may be effected by certified, registered or express mail to:

- A. Comanche Investment Co.
13 Third Street
Oakland California 94607
- B. Roadway Express, Inc.
P. O. Box 471
Akron, Ohio 44309
Attn: Real Estate Department

7. The parties agree that the provisions of this Agreement shall survive closing and delivery of the Deed conveying Parcel B of Parcel Map 3650 to Roadway.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMANCHE INVESTMENT CO.

Ralph F. Henry
Partner

BY Milton J. Heister
Notary Public

ATTEST:

ROADWAY EXPRESS, INC.

Milton J. Heister
Secretary

BY Ralph F. Henry
AS LESSEE

Milton J. Heister

Ralph F. Henry



STATE OF CALIFORNIA
County of Alameda
On this 29th day of October in the year one thousand nine hundred and 87 before me, Milton J. Heister
a Notary Public, State of California, duly commissioned and sworn, personally appeared Ralph F. Henry
known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
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.

Milton J. Heister
Notary Public, State of California.
My Commission Expires _____

This instrument is being a general record which may be made for use in certain circumstances and in the case shall be recorded as such in a separate file for the office of the recorder. The publisher shall not be liable for any errors, omissions, or delays in the recording of any instrument in the hands of the recorder or any other party.
Comptroller's Form No. 28—(Acknowledgment—Partnership)
(C. C. Sec. 1109)

EXHIBIT A

50 FOOT ALL-PURPOSE EASEMENT

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

Beginning at the most northern corner of Lot 1, in Block N, being the point of intersection of the Eastern line of Lisbon Avenue formerly 28th Avenue and the southern line of East 11th Street as the said Lot, Block, Avenue and Street are delineated and so designated upon that certain map entitled "Knowles and Potter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda County, California", Filed December 5, 1887 in the office of the County Recorder of said Alameda County; thence along the aforementioned Eastern line of Lisbon Avenue South $37^{\circ} 06'$ West 27.00 feet; thence South $49^{\circ} 03'$ East 84.79 feet; thence North $40^{\circ} 57'$ East 50.00 feet; thence North $49^{\circ} 03'$ West 112.96 feet to the western line of the property deeded from the City of Oakland October 19, 1922 and filed in Liber 276 of Official Records at page 342 in the office of the County Recorder of Alameda County; thence along said line from a tangent which bears South $1^{\circ} 31' 57''$ East along a curve to the right having a radius of 113.37 feet, an arc distance of 28.34 feet; thence South $49^{\circ} 03'$ East 10.02 feet to the point of beginning.

Being a portion of Block N as shown in the above mentioned map and a portion of East 11th Street described in Ordinance No. 2267 N.S. of the City of Oakland ordering the closing up and abandoning of said street as described in the above mentioned deed from the City of Oakland.

RECORDED at REQUEST of
Chicago Title Ins. Co.
At 10:30 AM.

NOV 30 1981

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

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

Before me, the undersigned, a Notary Public, in and for said county and state, personally appeared J. A. Miller, as Secretary, and Charles Wilson, as V.P. - Finance of Roadway Express, Inc., a Delaware corporation, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the free act and deed of the said Roadway Express, Inc. and they executed the same as the act of such corporation for the purpose and consideration therein expressed and in the capacity therein stated.

In Testimony Whereof, I have hereunto set my hand and official seal at Akron, Ohio, this 17th day of August, 1981.

M. M. [Signature]
Notary Public

My commission expires 12/31/83

Notarial page for Agreement and Easement by and between Comanche Investment Co. and Roadway Express, Inc. for Oakland, California.

Order: pm3650 Comment: Description: Alameda, CA Parcel Map 131.24 Page: 1 of 2

PARCEL MAP NO. 3650 OAKLAND, ALAMEDA COUNTY, CALIFORNIA

**BEING BLOCKS 4 AND 1, A PORTION OF BLOCK 2, KNOWLES AND POTTER
SUBDIVISION OF THE KENNEDY TRACT FILED DEC. 6, 1907 IN MAP BOOK 2,
PAGE 14, A PORTION OF BARDINO SAN ANTONIO FILED IN MAP BOOK 2,
PAGE 605, ALAMEDA COUNTY RECORDS AND PORTIONS OF 26TH AVE.
AND EAST 11TH STREET. (CLOSED AND ABANDONED)**

OWNER'S CERTIFICATE

CONRAD INVESTMENT COMPANY, A CALIFORNIA GENERAL PARTNERSHIP,
CERTIFIES THAT IT IS THE OWNER OF THE LAND DELINEATED AND
DESCRIBED WITHIN THE ESTERION BOUNDARY LINES ON THE MERCH
EMERGED MAP ENTITLED "PARCEL MAP NO. 3650, OAKLAND, ALAMEDA
COUNTY, CALIFORNIA", THAT IT IS THE OWNER OF SAID LAND BY VIRTUE
OF THE GRANT RECD RECORDED IN SERIES NUMBER 81-13124,
RECORDS OF ALAMEDA COUNTY, CALIFORNIA, THAT IT CONFORMS TO THE
PREPARATION AND FILING OF THIS MAP.

Ralph F. Long
CONRAD INVESTMENT COMPANY, A CALIFORNIA GENERAL PARTNERSHIP

ENGINEER'S CERTIFICATE

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS
BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST
OF CONRAD INVESTMENT COMPANY IN OCTOBER 1981. I HEREBY
STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE
APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.



Robert W. Hill
ROBERT W. HILL, E.C.E. NO. 542

CITY ENGINEER'S CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION
MAP ACT AND LOCAL ORDINANCE.

DATED: Oct 20, 1981
John J. Kelly
JOHN J. KELLY, E.C.E. NO. 700

RECORDER'S CERTIFICATE

FILED THIS 26 DAY OF NOVEMBER, 1981, AT 5:50 P.M.
IN BOOK 11 OF PARCEL MAPS AT PAGE 3650 AT THE REQUEST OF
CONRAD INVESTMENT COMPANY OF ALAMEDA COUNTY.
\$8.00

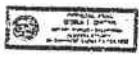
RECEIVED
Rhonda A. Barr
RHONDA A. BARR
COUNTY CLERK

CONDITIONS OF APPROVAL

1. That street trees be provided to the satisfaction of the Director of Parks and Recreation.
2. The area near to the abandoned portion of East 11th Street shall be abandoned and platted as the existing easement to East 11th Street and Lisbon Avenue.
3. The new building proposed shall project to the main corner to East 16th Street.

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON THIS 26 DAY OF NOVEMBER, 1981, BEFORE ME, the undersigned authority, known to be the legal partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.



[Signature]

DANCE AND SHAW-WALKER, COMMERCIAL INVESTMENT CO.
20 S. 17TH STREET OAKLAND, CA 94612

SURVEYOR: BATES AND BAILLY
15 SHATTUCK SQUARE BERKELEY, CA 94704

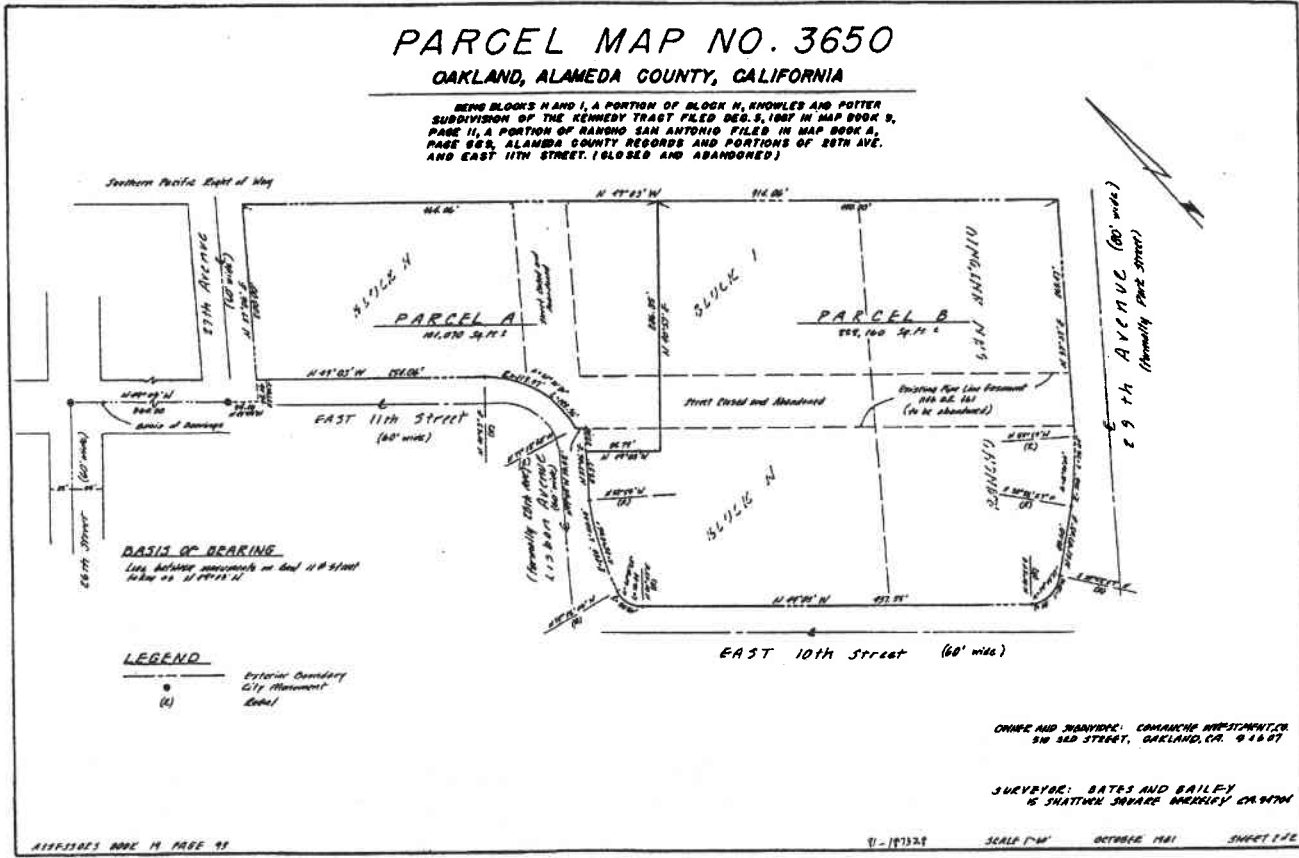
9-197328 OCTOBER 1981 SHEET 1 OF 2

13124

PM 3650 MAP #1-131 PP 21-25

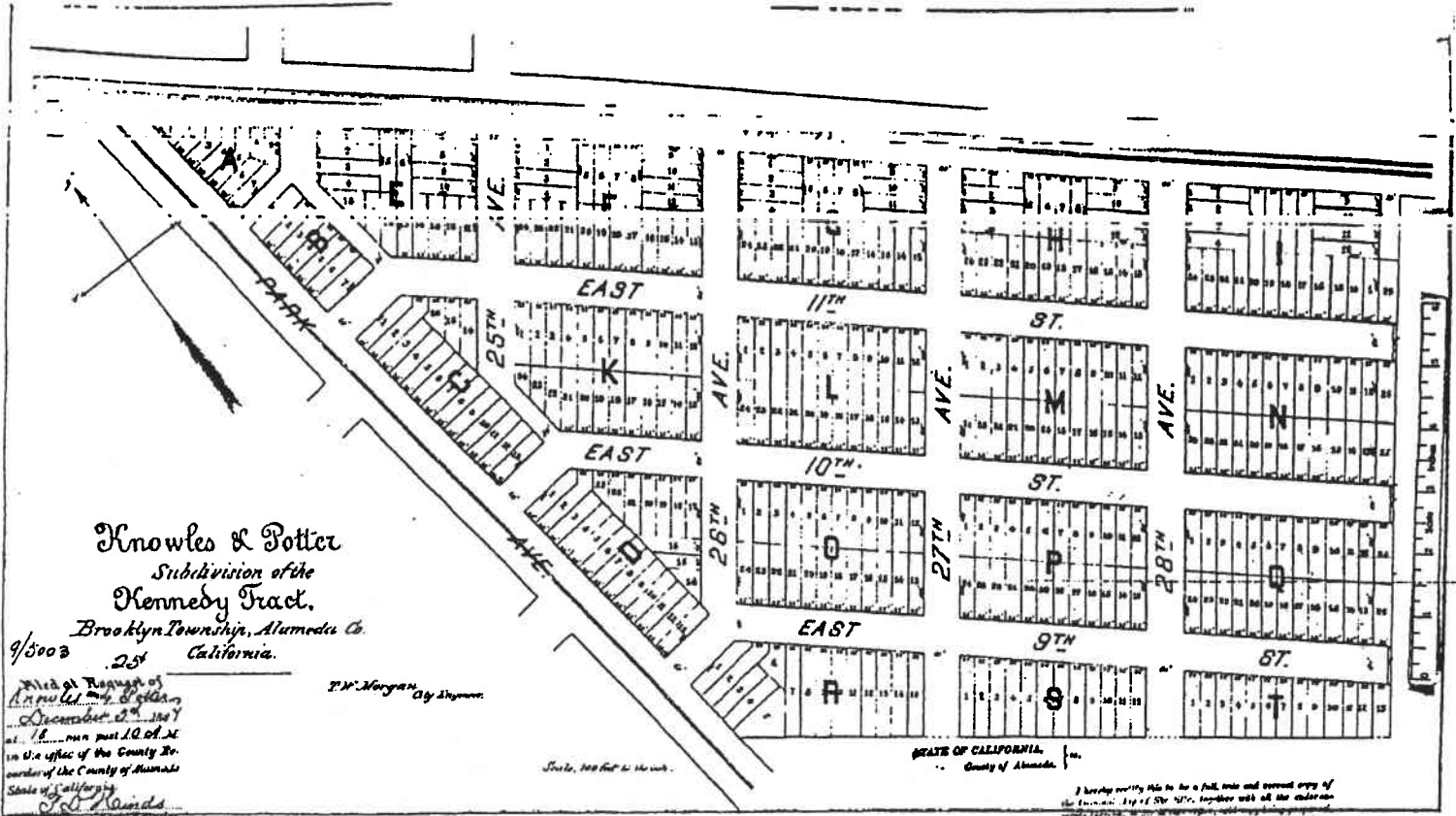
131

81-187328
PM 3650



Block I

Block N



Knowles & Potter
 Subdivision of the
 Kennedy Tract.

Brooklyn Township, Alameda Co.
 California.

9/3003

Filed for Record of
 Alameda Co. by
 December 2nd 1907
 at 10 o'clock and paid 10.00
 in the office of the County Re-
 corder of the County of Alameda
 State of California by
 J. B. Parker

J. W. Morgan City Engineer

Scale, 100 feet to the inch.

STATE OF CALIFORNIA
 County of Alameda

I hereby certify this to be a full, true and correct copy of
 the original map of the 10th and 11th Streets with all the under-
 standing thereon as shown by the County Engineer by order of the
 Board of Supervisors.
 Witness my hand and official seal hereof this
 _____ day of _____ 1907.

9

9/11

The undersigned, J. B. Parker, being authorized by
 the Board of Supervisors of the County of Alameda, California, to
 certify to the correctness of the foregoing map and to certify to the
 correctness of the same.

STATE OF CALIFORNIA
 COUNTY OF ALAMEDA

81-151810

9/4/81

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY

RECORDED AT REQUEST OF
Chicago Title Ins. Co.
At 10:30 A.M.

8-151810

001

SEP -4 1981

CITY
TAX
PAID

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY CLERK

TAX PAID
ALAMEDA COUNTY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

1
1
1
1
1
1

AND WHEN RECORDED MAIL TO
COMANCHE INVESTMENT COMPANY
90 Beier & Gunderson
510 3rd Street
Oakland, Calif. 94607

MAIL TAX STATEMENTS TO

Same as above

City of Oakland Conveyance Tax -
\$15,000.00

DOCUMENTARY TRANSFER TAX \$ 1,836.95
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.
EXCESS OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
CHICAGO TITLE COMPANY OF ALAMEDA COUNTY
Thomas Hill
Signature of Notary Public for Alameda County, State of California

GRANT DEED

(Escrow No. 11905-K0)

(PARTNERSHIP)

By this instrument dated August 12, 1981 for a valuable consideration,
PACIFIC REGION INVESTMENTS, a California General Partnership
and
S & W ENTERPRISES, a California Corporation
hereby GRANTS to

COMANCHE INVESTMENT COMPANY, a California General Partnership

the following described Real Property in the State of California, County of Alameda
City of Oakland

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Assessor's Parcel Number 19-93-10-2

PACIFIC REGION INVESTMENTS, a California
General Partnership

BY *[Signature]* VED *[Signature]*

S. & W. ENTERPRISES, a California Corporation
for signatures see Exhibit "C" attached

STATE OF CALIFORNIA) SS. On _____, 19____ before me, the undersigned, a Notary Public in and for
COUNTY OF _____) said County and State, personally appeared _____ known to me to be one of
the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Notary's Signature _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Comanche
I.C.
Beier
&
Gunderson

S & W
Enterprises

Pacific
Region
Inv.

81 -
151810

[Handwritten mark]

EXHIBIT "C"

S & W ENTERPRISES, A CALIFORNIA CORPORATION

BY: William L. Samuels
WILLIAM L. SAMUELS, PRESIDENT

CHICAGO TITLE INSURANCE COMPANY CORPORATION

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
On August 14th, 1984 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared WILLIAM L. SAMUELS, President,
known to me to be the President
President of the corporation that executed the
within instrument, and acknowledged to me that such corporation
executed the within instrument pursuant to its by-laws or a resolu-
tion of its board of directors.



Signature: Henry L. Persoglio

Henry L. Persoglio
Name (Typed or Printed)
Notary Public in and for said County and State

F. 2067 P. 1/79

(This area for official notarial seal)

STATE OF CALIFORNIA

County of Alameda

On this 14th day of August in the year one thousand nine
hundred and eighty four before me, Kaylene Hona Powell
a Notary Public, State of California, duly commissioned and sworn, personally appeared
Larry J. Orr
Walter H. Smith

known to me to be partners of the partnership that executed the within instrument,
and acknowledged to me that such partnership executed the same.

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.



Kaylene Hona Powell
Notary Public, State of California

My Commission Expires Feb. 2, 1984

This document is only a general form which may be adapted for use in proper circumstances
and on its face shall be considered as such, and is not intended for the state of California
The publisher shall not be liable for any errors or omissions or for any consequences
arising from the use of this form or for any damages or losses in any way caused by its use.
Copyright © Form No. 20—(Amended)—Partnership
(C. C. Sec. 1189)

ORDER NO. 11905

EXHIBIT "A"

CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA

PARCEL 1:

BEGINNING AT A POINT OF INTERSECTION OF THE WESTERLY LINE OF 29TH AVENUE (FORMERLY CALLED PARK STREET) WITH THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF THE SOUTHERN PACIFIC COMPANY LEADING FROM OAKLAND TO NILES; RUNNING THENCE SOUTH 37° 38' WEST AND ALONG SAID WESTERLY LINE OF 29TH AVENUE (FORMERLY PARK STREET) 201.21 FEET, MORE OR LESS TO THE NORTHERLY LINE OF EAST 11TH STREET (IF THE SAME WERE EXTENDED EASTERLY AS SHOWN ON A CERTAIN MAP ENTITLED "KNOWLES & PETER SUBDIVISION OF THE KENNEDY TRACT, BROOKLYN TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA", FILED DECEMBER 5TH, 1887, IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY); RUNNING THENCE WESTERLY AND ALONG SAID NORTHERLY LINE OF EAST 11TH STREET, 912.51 FEET TO THE POINT OF INTERSECTION OF THE SAID NORTHERLY LINE OF EAST 11TH STREET WITH THE EASTERLY LINE OF 27TH AVENUE; RUNNING THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID 27TH AVENUE, 200 FEET TO THE SOUTHERLY LINE OF THE AFOREMENTIONED RIGHT-OF-WAY OF THE SOUTHERN PACIFIC COMPANY LEADING FROM OAKLAND TO NILES, THENCE EASTERLY ALONG SAID LAST MENTIONED RIGHT-OF-WAY OF SAID SOUTHERN PACIFIC COMPANY 914.30 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT ON THE NORTHEASTERN LINE OF EAST 11TH STREET, DISTANT THEREOF 254.06 FEET SOUTHEASTERLY FROM THE SOUTHEASTERN LINE OF 27TH AVE.; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 113.37 FEET AND BEING TANGENT TO SAID NORTHEASTERN LINE OF EAST 11TH STREET A DISTANCE OF 122.35 FEET TO THE SOUTHWESTERN LINE OF EAST 11TH STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERN LINE OF EAST 11TH ST., TO THE NORTHWESTERN LINE OF 29TH AVENUE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERN LINE OF 29TH AVE., 68.14 FEET TO THE AFORESAID NORTHEASTERN LINE OF EAST 11TH STREET, AND THENCE NORTHWESTERLY ALONG SAID NORTHEASTERN LINE OF EAST 11TH STREET, TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO THE PARTY OF THE FIRST PART BY THE CITY OF OAKLAND BY DEED DATED MARCH 9, 1912 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY ON OCTOBER 19, 1922, IN LIBER 276 OF OFFICIAL RECORDS AT PAGE 342, AND BEING THE SAME PROPERTY DESCRIBED IN ORDINANCE NO. 2267 N.S. OF THE CITY OF OAKLAND, ORDERING THE CLOSING UP AND ABANDONING OF THAT PORTION OF EAST 11TH STREET IN SAID CITY OF OAKLAND HEREINAFOVE DESCRIBED.

ORDER NO. 11905

EXHIBIT "A" (CONTINUED)

PARCEL 3:

A STRIP OF LAND 5 FEET IN WIDTH AND 60 FEET IN LENGTH BOUNDED ON THE NORTHEASTERN SIDE BY THE SOUTHWESTERN LINE OF LOT 25, IN BLOCK 1, ON THE SOUTHEASTERN SIDE BY THE SOUTHEASTERN LINE OF THE KENNEDY TRACT HEREINAFTER REFERRED TO, ON THE SOUTHWESTERN SIDE BY THE NORTHEASTERN LINE OF LOT 26, IN BLOCK N, AND ON THE NORTHWESTERN SIDE OF EAST 11TH STREET, ALL AS SHOWN ON THE MAP OF KNOWLES & POTTER SUBDIVISION OF THE KENNEDY TRACT, FILED DECEMBER 5, 1887, IN LIBER 9 OF MAPS, PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 4:

COMMENCING AT THE MOST NORTHERN CORNER OF LOT 1, IN BLOCK N, BEING THE POINT OF INTERSECTION OF THE EASTERN LINE OF 28TH AVENUE AND THE SOUTHERN LINE OF EAST 11TH STREET AS THE SAID LOT, BLOCK, AVENUE AND STREET ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "KNOWLES & POTTER SUBDIVISION OF THE KENNEDY TRACT, BROOKLYN TOWNSHIP, ALAMEDA COUNTY, CAL.", FILED DEC. 5TH, 1887 IN THE OFFICE OF THE COUNTY RECORDER OF SAID ALAMEDA COUNTY, AND RUNNING THENCE ALONG THE SAID SOUTHERN LINE OF EAST 11TH STREET AS SHOWN UPON THE AFORESAID MAP, AND SAID LINE PRODUCED SOUTH 49 DEGREES 3 MINUTES EAST 551.43 FEET TO A POINT ON THE WESTERN LINE OF 29TH AVENUE, AS THE SAID AVENUE NOW EXISTS IN THE CITY OF OAKLAND; THENCE ALONG SAID WESTERN LINE OF 29TH AVENUE, SOUTH 37 DEGREES 34 MINUTES WEST 173.37 FEET; THENCE ON THE ARC OF A CURVE TO THE RIGHT, TANGENT TO THE LAST NAMED COURSE, WITH A RADIUS OF 25 FEET, A DISTANCE OF 40.75 FEET TO A POINT ON THE NORTHERN LINE OF EAST 10TH STREET, AS THE SAID EAST 10TH STREET NOW EXISTS IN THE CITY OF OAKLAND; THENCE ALONG SAID LINE OF EAST 10TH STREET, NORTH 49 DEGREES 3 MINUTES WEST 193.27 FEET TO THE MOST SOUTHERN CORNER OF LOT 25 IN SAID BLOCK N, AS SHOWN UPON THE AFORESAID MAP; THENCE ALONG THE EASTERN BOUNDARY LINE OF SAID LOT 25, NORTH 37 DEGREES 6 MINUTES EAST 100 FEET TO THE MOST EASTERN CORNER OF SAID LOT 25; THENCE ALONG A LINE IN THE CENTER OF SAID BLOCK N, NORTH 49 DEGREES 3 MINUTES WEST 285 FEET TO A POINT ON THE NORTHERN BOUNDARY LINE OF LOT 23 IN SAID BLOCK N, DISTANT THEREON NORTHWESTERLY 5 FEET FROM THE MOST EASTERN CORNER THEREOF; THENCE PARALLEL WITH THE EASTERN BOUNDARY LINE OF SAID LOT 23, SOUTH 37 DEGREES 6 MINUTES WEST 100 FEET TO A POINT ON THE AFORESAID NORTHERN LINE OF EAST 10TH STREET; THENCE ALONG SAID LINE OF EAST 10TH STREET, NORTH 49 DEGREES 3 MINUTES WEST 0.09 FEET; THENCE LEAVING SAID LINE OF EAST 10TH STREET, NORTHERLY ON THE ARC OF A CURVE TO THE RIGHT, TANGENT TO THE LAST NAMED COURSE, WITH A RADIUS OF 24.90 FEET, A DISTANCE OF 26.44

ORDER NO. 11905

EXHIBIT "A" (CONTINUED)

FRET; THENCE NORTHERLY ON THE ARC OF A CURVE TO THE RIGHT, COMPOUNDING WITH THE LAST NAMED CURVE, WITH A CHORD BEARING NORTH 24 DEGREES 26 MINUTES 50 SECONDS EAST, WITH A RADIUS OF 250 FEET A DISTANCE OF 110.42 FEET TO A POINT ON THE EASTERN LINE OF 28TH AVENUE, AS IT NOW EXISTS IN THE CITY OF OAKLAND, THENCE ALONG THE LAST SAID LINE, NORTH 37 DEGREES 4 MINUTES EAST 81.97 FEET TO THE POINT OF COMMENCEMENT.

BEING A PORTION OF THE SAID BLOCK W, AS SHOWN ON THE AFORESAID MAP, AND THE PROPERTY HERETOFORE CONVEYED BY DERRY ESTATE COMPANY TO SAID W. C. FRINCK & CO., BY DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF ALAMEDA, UNDER SERIAL NO. 8/20158.

EXCEPTING THEREFROM THOSE PORTIONS DEEDED TO THE STATE OF CALIFORNIA BY DEED DATED APRIL 22, 1947 IN BOOK 5155, AT PAGE 170.

PANCEL 5:

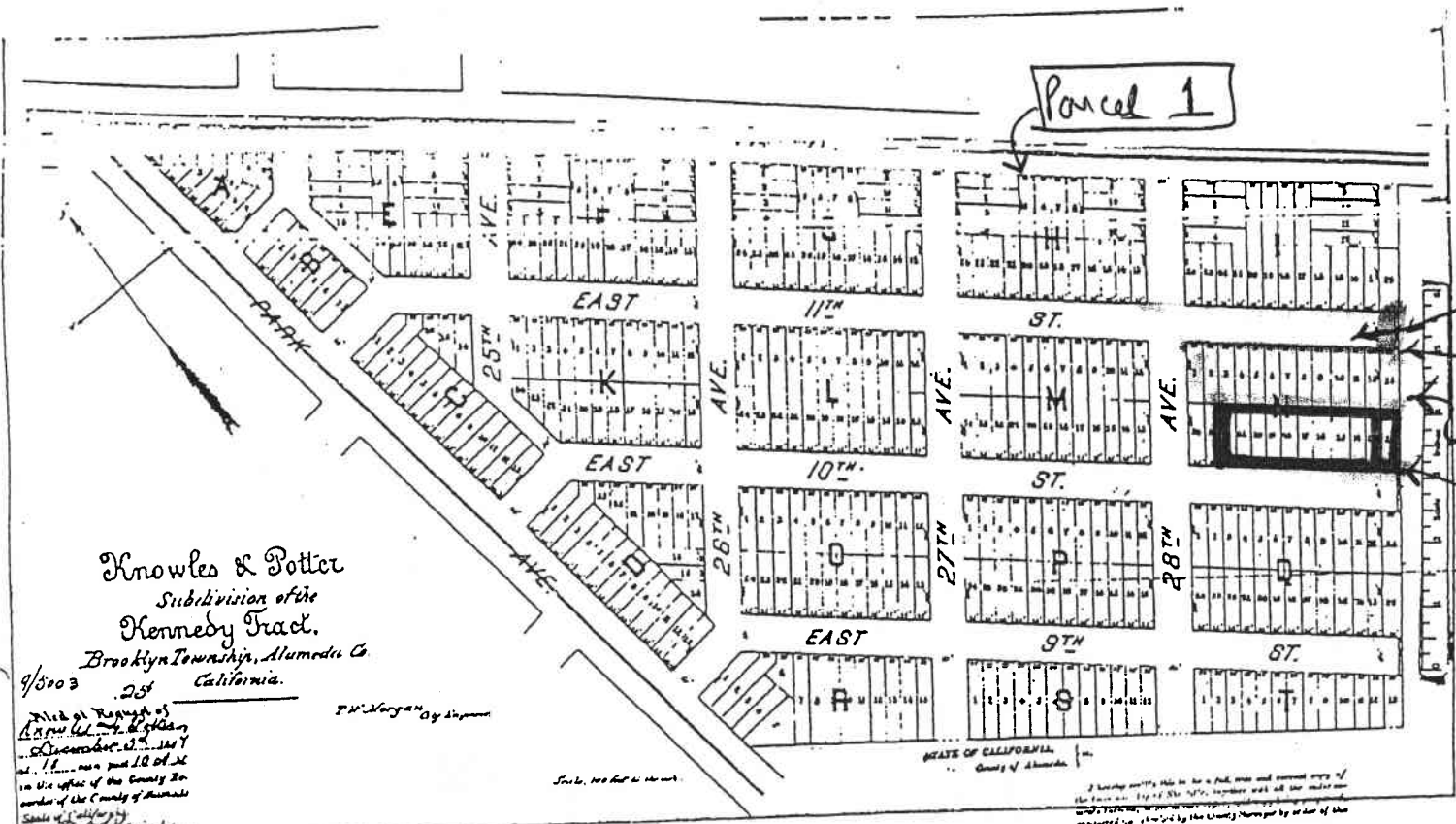
LOTS 13 TO 22, INCLUSIVE, LOT 25, AND THE SOUTHEASTERN 5 FEET, FRONT AND REAR MEASUREMENT, OF LOT 23, IN BLOCK "W", AS SAID LOTS AND BLOCK ARE SHOWN ON THE MAP OF "KNOWLES & POTTER SUBDIVISION OF THE KENNEDY TRACT, BROOKLYN TOWNSHIP, ALAMEDA CO., CALIFORNIA", FILED DECEMBER 5, 1887, IN BOOK 9 OF MAPS, AT PAGE 11 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

RESERVING AND EXCEPTING THEREFROM ONE HUNDRED PER CENT (100%) OF ALL OIL, GAS, MINERAL, GEOTHERMAL AND SIMILAR RIGHTS LYING BELOW A DEPTH OF FIVE HUNDRED FEET (500') MEASURED VERTICALLY FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY THROUGH THE SURFACE OF SAID LAND OR THE UPPER FIVE HUNDRED FEET (500') THEREOF, AS CONTAINED IN THE CORPORATION QUITCLAIM DEED FROM DEL MONTE CORPORATION, A NEW YORK CORPORATION RECORDED JANUARY 15, 1979, SERIES NO. 79-8379.

ASSESSOR'S PARCEL NO. 19-93-10-2

pg. 130

19-93-10-2



Parcel 1

Parcel 2

Parcel 3

Parcel 4?

Parcel 5

APN

19-93-10-2

Knowles & Potter
 Subdivision of the
 Kennedy Tract.
 Brooklyn Township, Alameda Co
 California.

9/5/03 28th California.

Rec'd of Report of
 A. P. ...
 ...
 in the office of the County Recorder
 of the County of Alameda
 State of California

T. W. Morgan, City Recorder

STATE OF CALIFORNIA
 County of Alameda

I hereby certify this to be a full, true and correct copy of
 the true and correct copy of the map and plat as shown
 and returned to me by the County Recorder by order of the
 County of Alameda.
 Witness my hand and official seal hereunto at the
 County of Alameda, California, this 9th day of September, 1903.

9

9/11

The undersigned, J. B. Parker, hereby certifies that he
 has examined the original map and plat and that the same
 are true and correct copies of the original map and plat as shown
 and returned to me by the County Recorder by order of the
 County of Alameda.

STATE OF CALIFORNIA
 COUNTY OF ALAMEDA

81-151809

9-4-81

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
11905-K0

RECORDED AT REQUEST OF
Chicago Title Ins. Co.
AT 10:30 A.M.

11-15-81

SEP -4 1981

AND WHEN RECORDED MAIL TO

Street Address
City
State
ZIP Code

Chicago Title
#1 Kaiser Plaza Suite 1901
Oakland Calif 94612
LTD Owners

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY CLERK

TRANSFER
TAX PAID
ALAMEDA COUNTY

SPACE ABOVE THIS LINE FOR RECORDED

MAIL TAX STATEMENTS TO

DOCUMENTARY TRANSFER TAX \$ 1,434.95
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE

CHICAGO TITLE COMPANY OF
ALAMEDA COUNTY

This transfer was done for the purpose of effecting a tax-deferred exchange. Transfer tax is being paid on Grant Deed recorded concurrently herewith.

GRANT DEED

(Escrow No. 11905-K0.....)

(PARTNERSHIP)

By this instrument dated August 12, 1981 for a valuable consideration,

WAREHOUSE PROPERTIES, A California General Partnership

hereby GRANTS to

S & W ENTERPRISES, a California Corporation and PACIFIC REGION INVESTMENTS,
a General Partnership

the following described Real Property in the State of California, County of Alameda

City of Oakland

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

WAREHOUSE PROPERTIES, A California
General Partnership

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF FOR SIGNATURES

STATE OF CALIFORNIA) SS. On _____, 19____, before me, the undersigned, a Notary Public in and for
COUNTY OF _____) said County and State, personally appeared _____
the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Notary's Signature

MAIL TAX STATEMENTS AS DIRECTED ABOVE

81-14809
Whse Prop.
S & W Ent.
Pac Reg Inv.

EXHIBIT "A"

WAREHOUSE PROPERTIES, A CALIFORNIA GENERAL PARTNERSHIP

BY: *Neal J. Nelson*
NEAL J. NELSON, PARTNER

BY: *Bert Barstad, Jr.*
BERT BARSTAD, JR., PARTNER

BY: *Raymond E. Lewis*
RAYMOND E. LEWIS, PARTNER

BY: *William H. Kerry*
WILLIAM H. KERRY, PARTNER

BY: *Jeffrey W. Kerry*
JEFFREY W. KERRY, PARTNER

BY: *James T. Schuyler*
JAMES T. SCHUYLER, PARTNER

BY: *Karen E. Schuyler*
KAREN E. SCHUYLER, PARTNER

BY: *William H. Zenklusen*
WILLIAM H. ZENKLUSEN, PARTNER

EXHIBIT "B"

CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA

PARCEL 1:

BEGINNING AT A POINT OF INTERSECTION OF THE WESTERLY LINE OF 29TH AVENUE (FORMERLY CALLED PARK STREET) WITH THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF THE SOUTHERN PACIFIC COMPANY LEADING FROM OAKLAND TO NILES; RUNNING THENCE SOUTH 37° 38' WEST AND ALONG SAID WESTERLY LINE OF 29TH AVENUE (FORMERLY PARK STREET) 201.21 FEET, MORE OR LESS TO THE NORTHERLY LINE OF EAST 11TH STREET (IF THE SAME WERE EXTENDED EASTERLY AS SHOWN ON A CERTAIN MAP ENTITLED "KNOWLES & PETER SUBDIVISION OF THE KENNEDY TRACT, BROOKLYN TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA", FILED DECEMBER 5TH, 1887, IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY); RUNNING THENCE WESTERLY AND ALONG SAID NORTHERLY LINE OF EAST 11TH STREET, 912.51 FEET TO THE POINT OF INTERSECTION OF THE SAID NORTHERLY LINE OF EAST 11TH STREET WITH THE EASTERLY LINE OF 27TH AVENUE; RUNNING THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID 27TH AVENUE, 200 FEET TO THE SOUTHERLY LINE OF THE AFOREMENTIONED RIGHT-OF-WAY OF THE SOUTHERN PACIFIC COMPANY LEADING FROM OAKLAND TO NILES, THENCE EASTERLY ALONG SAID LAST MENTIONED RIGHT-OF-WAY OF SAID SOUTHERN PACIFIC COMPANY 914.30 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT ON THE NORTHEASTERN LINE OF EAST 11TH STREET, DISTANT THEREON 254.06 FEET SOUTH-WESTERLY FROM THE SOUTHEASTERN LINE OF 27TH AVE.; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 113.37 FEET AND BEING TANGENT TO SAID NORTHEASTERN LINE OF EAST 11TH STREET A DISTANCE OF 122.35 FEET TO THE SOUTHWESTERN LINE OF EAST 11TH STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERN LINE OF EAST 11TH ST., TO THE NORTHWESTERN LINE OF 29TH AVENUE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERN LINE OF 29TH AVE., 80.16 FEET TO THE AFORESAID NORTHEASTERN LINE OF EAST 11TH STREET, AND THENCE NORTHWESTERLY ALONG SAID NORTHEASTERN LINE OF EAST 11TH STREET, TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO THE PARTY OF THE FIRST PART BY THE CITY OF OAKLAND BY DEED DATED MARCH 9, 1912 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY ON OCTOBER 19, 1922, IN LIBER 276 OF OFFICIAL RECORDS AT PAGE 342, AND BEING THE SAME PROPERTY DESCRIBED IN ORDINANCE NO. 2267 N.S. OF THE CITY OF OAKLAND, ORDERING THE CLOSING UP AND ABANDONING OF THAT PORTION OF EAST 11TH STREET IN SAID CITY OF OAKLAND HERINAFOVE DESCRIBED.

PARCEL 3:

A STRIP OF LAND 5 FEET IN WIDTH AND 60 FEET IN LENGTH BOUNDED ON THE NORTHEASTERN SIDE BY THE SOUTHWESTERN LINE OF LOT 25, IN BLOCK 1, ON THE SOUTHEASTERN SIDE BY THE SOUTHEASTERN LINE OF THE KENNEDY TRACT HEREINAFTER REFERRED TO, ON THE SOUTHWESTERN SIDE BY THE NORTHEASTERN LINE OF LOT 26, IN BLOCK N, AND ON THE NORTHWESTERN SIDE OF EAST 11TH STREET, ALL AS SHOWN ON THE MAP OF KNOWLES & POTTER SUBDIVISION OF THE KENNEDY TRACT, FILED DECEMBER 5, 1887, IN LIBER 9 OF MAPS, PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 4:

COMMENCING AT THE MOST NORTHERN CORNER OF LOT 1, IN BLOCK N, BEING THE POINT OF INTERSECTION OF THE EASTERN LINE OF 28TH AVENUE AND THE SOUTHERN LINE OF EAST 11TH STREET AS THE SAID LOT, BLOCK, AVENUE AND STREET ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "KNOWLES & POTTER SUBDIVISION OF THE KENNEDY TRACT, BROOKLYN TOWNSHIP, ALAMEDA COUNTY, CAL.", FILED DEC. 5TH, 1887 IN THE OFFICE OF THE COUNTY RECORDER OF SAID ALAMEDA COUNTY, AND RUNNING THENCE ALONG THE SAID SOUTHERN LINE OF EAST 11TH STREET AS SHOWN UPON THE AFORESAID MAP, AND SAID LINE PRODUCED SOUTH 49 DEGREES 3 MINUTES EAST 551.43 FEET TO A POINT ON THE WESTERN LINE OF 29TH AVENUE, AS THE SAID AVENUE NOW EXISTS IN THE CITY OF OAKLAND; THENCE ALONG SAID WESTERN LINE OF 29TH AVENUE, SOUTH 37 DEGREES 34 MINUTES WEST 173.37 FEET; THENCE ON THE ARC OF A CURVE TO THE RIGHT, TANGENT TO THE LAST NAMED COURSE, WITH A RADIUS OF 25 FEET, A DISTANCE OF 40.75 FEET TO A POINT ON THE NORTHERN LINE OF EAST 10TH STREET, AS THE SAID EAST 10TH STREET NOW EXISTS IN THE CITY OF OAKLAND; THENCE ALONG SAID LINE OF EAST 10TH STREET, NORTH 49 DEGREES 3 MINUTES WEST 193.27 FEET TO THE MOST SOUTHERN CORNER OF LOT 25 IN SAID BLOCK N, AS SHOWN UPON THE AFORESAID MAP; THENCE ALONG THE EASTERN BOUNDARY LINE OF SAID LOT 25, NORTH 37 DEGREES 6 MINUTES EAST 100 FEET TO THE MOST EASTERN CORNER OF SAID LOT 25; THENCE ALONG A LINE IN THE CENTER OF SAID BLOCK N, NORTH 49 DEGREES 3 MINUTES WEST 285 FEET TO A POINT ON THE NORTHERN BOUNDARY LINE OF LOT 23 IN SAID BLOCK N, DISTANT THEREON NORTHWESTERLY 5 FEET FROM THE MOST EASTERN CORNER THEREOF; THENCE PARALLEL WITH THE EASTERN BOUNDARY LINE OF SAID LOT 23, SOUTH 37 DEGREES 6 MINUTES WEST 100 FEET TO A POINT ON THE AFORESAID NORTHERN LINE OF EAST 10TH STREET; THENCE ALONG SAID LINE OF EAST 10TH STREET, NORTH 49 DEGREES 3 MINUTES WEST 0.09 FEET; THENCE LEAVING SAID LINE OF EAST 10TH STREET, NORTHERLY ON THE ARC OF A CURVE TO THE RIGHT, TANGENT TO THE LAST NAMED COURSE, WITH A RADIUS OF 74.90 FEET, A DISTANCE OF 26.44

FEET; THENCE NORTHERLY ON THE ARC OF A CURVE TO THE RIGHT, COMPOUNDING WITH THE LAST NAMED CURVE, WITH A CHORD BEARING NORTH 24 DEGREES 26 MINUTES 50 SECONDS EAST, WITH A RADIUS OF 250 FEET A DISTANCE OF 110.42 FEET TO A POINT ON THE EASTERN LINE OF 28TH AVENUE, AS IT NOW EXISTS IN THE CITY OF OAKLAND, THENCE ALONG THE LAST SAID LINE, NORTH 37 DEGREES 6 MINUTES EAST 81.97 FEET TO THE POINT OF COMMENCEMENT.

BEING A PORTION OF THE SAID BLOCK N, AS SHOWN ON THE AFORESAID MAP, AND THE PROPERTY HERETOFORE CONVEYED BY DERBY ESTATE COMPANY TO SAID N. G. PRINCE & CO., BY DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF ALAMEDA, UNDER SERIAL NO. S/20158.

EXCEPTING THEREFROM THOSE PORTIONS DEEDED TO THE STATE OF CALIFORNIA BY DEED DATED APRIL 22, 1947 IN BOOK 5155, AT PAGE 130.

PARCEL 5:

LOTS 13 TO 22, INCLUSIVE, LOT 25, AND THE SOUTHEASTERN 5 FEET, FRONT AND REAR MEASUREMENT, OF LOT 23, IN BLOCK "N", AS SAID LOTS AND BLOCK ARE SHOWN ON THE MAP OF "KNOWLES & POTTER SUBDIVISION OF THE KENNEDY TRACT, BROOKLYN TOWNSHIP, ALAMEDA CO., CALIFORNIA", FILED DECEMBER 5, 1887, IN BOOK 9 OF MAPS, AT PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

RESERVING AND EXCEPTING THEREFROM ONE HUNDRED PER CENT (100%) OF ALL OIL, GAS, MINERAL, GEOTHERMAL AND SIMILAR RIGHTS LYING BELOW A DEPTH OF FIVE HUNDRED FEET (500') MEASURED VERTICALLY FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY THROUGH THE SURFACE OF SAID LAND OR THE UPPER FIVE HUNDRED FEET (500') THEREOF, AS CONTAINED IN THE CORPORATION QUITCLAIM DEED FROM DEL MONTE CORPORATION, A NEW YORK CORPORATION RECORDED JANUARY 15, 1979, SERIES NO. 79-8379.

ASSESSOR'S PARCEL NO. 19-93-10-2

STATE OF CALIFORNIA

County of Alameda

81-151809

On August 12 1982
before me, the undersigned a Notary Public in and for said State, personally appeared
William H. Kary, known to me,
to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.



WITNESS my hand and official seal

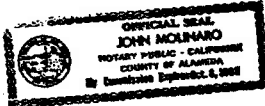
[Signature]
Notary Public in and for said State

ACKNOWLEDGMENT - Partnership - Notarials Form 28 - Rev. 2-81

STATE OF CALIFORNIA

County of ALAMEDA

On this 13th day of AUGUST in the year one thousand nine hundred and Eighty-two before me, the undersigned
a Notary Public, State of California, duly commissioned and sworn, personally appeared
BERT BARSTAD, JR.



known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

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.

[Signature]
Notary Public, State of California

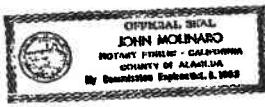
My Commission Expires 10-8-83

This document is only a general form which may be printed for use in specific instances and in no way shall it be considered as such, or a substitute for the advice of an attorney. The individual should make his own inquiry, either personal or indirect, as to the legal effect of any provision or the validity of their terms or any specific transaction.
Comptroller's Form No. 28 - (Acknowledgment - Partnership)
(C. C. Sec. 1189)

STATE OF CALIFORNIA

County of ALAMEDA

On this 13th day of AUGUST in the year one thousand nine hundred and Eighty-two before me, the undersigned
a Notary Public, State of California, duly commissioned and sworn, personally appeared
JAMES TERAMOTO



known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

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.

[Signature]
Notary Public, State of California

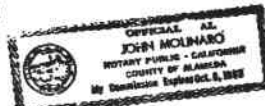
My Commission Expires 10-8-83

This document is only a general form which may be printed for use in specific instances and in no way shall it be considered as such, or a substitute for the advice of an attorney. The individual should make his own inquiry, either personal or indirect, as to the legal effect of any provision or the validity of their terms or any specific transaction.
Comptroller's Form No. 28 - (Acknowledgment - Partnership)
(C. C. Sec. 1189)

STATE OF CALIFORNIA

County of ALAMEDA

On this 24th day of August in the year one thousand nine hundred and Eighty-two before me, the undersigned
a Notary Public, State of California, duly commissioned and sworn, personally appeared
WAL J. NELSON



known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

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.

[Signature]
Notary Public, State of California

My Commission Expires 10/8/83

This document is only a general form which may be printed for use in specific instances and in no way shall it be considered as such, or a substitute for the advice of an attorney. The individual should make his own inquiry, either personal or indirect, as to the legal effect of any provision or the validity of their terms or any specific transaction.
Comptroller's Form No. 28 - (Acknowledgment - Partnership)
(C. C. Sec. 1189)

STATE OF CALIFORNIA,

W-151839

County of ALAMEDA

On this 20th day of AUGUST in the year one thousand nine hundred and Eighty-Three before me, the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared **BERNARD E. LEHR**



known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
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.

John Molinaro
Notary Public, State of California.
10/8/83

My Commission Expires

This document is only a general form which may be proper for use in private transactions and in no way shall it be construed to act, or a substitute for the advice of an attorney and no liability shall be assumed by me, or a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal validity of any provision or the liability of third parties in any specific transaction.
Candary's Form No. 20—(Acknowledgments—Partnership)
(C. C. Sec. 1109)

STATE OF CALIFORNIA,

County of ALAMEDA

On this 20th day of AUGUST in the year one thousand nine hundred and Eighty-Three before me, the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared **JEFFREY W. KERRY**



known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
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.

John Molinaro
Notary Public, State of California.
10/8/83

My Commission Expires

This document is only a general form which may be proper for use in private transactions and in no way shall it be construed to act, or a substitute for the advice of an attorney and no liability shall be assumed by me, or a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal validity of any provision or the liability of third parties in any specific transaction.
Candary's Form No. 20—(Acknowledgments—Partnership)
(C. C. Sec. 1109)

STATE OF CALIFORNIA,

County of ALAMEDA

On this 20th day of AUGUST in the year one thousand nine hundred and Eighty-Three before me, the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared **HARVEY S. SCHWARTZ**



known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
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.

John Molinaro
Notary Public, State of California.
10/8/83

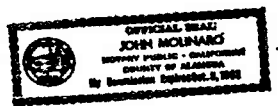
My Commission Expires

This document is only a general form which may be proper for use in private transactions and in no way shall it be construed to act, or a substitute for the advice of an attorney and no liability shall be assumed by me, or a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal validity of any provision or the liability of third parties in any specific transaction.
Candary's Form No. 20—(Acknowledgments—Partnership)
(C. C. Sec. 1109)

STATE OF CALIFORNIA,

County of ALAMEDA

On this 31st day of AUGUST in the year one thousand nine hundred and Eighty-Three before me, the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared **WILLIAM H. KROBBERG**



known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
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.

John Molinaro
Notary Public, State of California.
10/8/83

My Commission Expires

This document is only a general form which may be proper for use in private transactions and in no way shall it be construed to act, or a substitute for the advice of an attorney and no liability shall be assumed by me, or a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal validity of any provision or the liability of third parties in any specific transaction.
Candary's Form No. 20—(Acknowledgments—Partnership)
(C. C. Sec. 1109)

Roadway Express, Inc
1077 Ridge Blvd.
Akron, Oh. 44309

AGREEMENT

1981

RECORDED IN OFFICIAL RECORDS
OF ALAMEDA COUNTY, CALIF.
AUG 20 1981
AT 5:30 P M
DEANE C. DAVENPORT, County Recorder

81-142121

128

This Agreement, entered into this 29th day of JUNE, 1981,
by and between Comanche Investment Co., a California corporation (c/o Nelson
Peterson Associates, 601 California Street, San Francisco, California 94108),
hereinafter referred to as "Comanche", and Roadway Express, Inc., a Delaware
corporation (P. O. Box 471, Akron, Ohio 44309, Attn: Neal Betzke Esq.),
hereinafter referred to as "Roadway".

WHEREAS, the subject of this Agreement is a certain approximately 3 acre
parcel situated at 2806 East 14th Street, Oakland, California, more particularly
shown outlined in red on Exhibit A, attached hereto and made a part hereof,
hereinafter referred to as the "property";

WHEREAS, Roadway has undertaken to investigate, and is continuing to
investigate, the suitability of the property for truck terminal use in
accordance with Roadway's requirements;

WHEREAS, the determination of the suitability of the property for said
intended use is dependent upon resolution of certain title, engineering, and
governmental approval requirements;

WHEREAS, even if the above title, engineering, and governmental approval
requirements are resolved, the concept of purchase of the subject property
must also be approved unanimously by Roadway's Board of Directors, which
approval may be denied without reason;

WHEREAS, Warehouse Properties, hereinafter referred to as "Owner", is
the legal fee owner of the entire premises of which the property forms a part,
which comprises approximately 7.36 acres and is shown outlined in yellow on
Exhibit A, hereinafter referred to as the "entire premises";

WHEREAS, Comanche has entered into an agreement for the purchase of the
entire premises; and

81-142121

WHEREAS, said agreement is contingent only upon Owner obtaining an exchange property prior to the date set hereinafter for closing on the property.

NOW, THEREFORE, in consideration of the payment of \$500 by Roadway to Comanche, the receipt of which Comanche hereby acknowledges, Comanche does hereby grant unto Roadway the right and option to purchase the property up to and including the 11th day of August, 1961, for a total consideration of \$1,050,000. In the event Roadway does not purchase said property for any reason whatsoever, except as stated hereinbelow, Comanche shall be entitled to all sums paid to Comanche under this Agreement as consideration for the granting of this option, and Roadway shall also be obligated to provide Comanche with any and all engineering, survey, title and miscellaneous data compiled by Roadway during Roadway's investigation of the property and Comanche shall have no further recourse or right of action against Roadway. If Roadway fails to timely exercise its option, all its rights to purchase the property shall terminate. If Roadway does purchase the property, then, in such event, all option considerations herewith paid to Comanche shall be credited against the said \$1,050,000 purchase price.

Notice to Comanche by Roadway of Roadway's intention to purchase the property shall be granted to Comanche, in writing to the aforesaid address, by either certified letter, U.S. mails, return receipt requested, or telegram transmitted to the aforesaid address, on or prior to the expiration of the option term. Failure of Roadway to send said notice as aforesaid shall vest in Comanche the right to retain said option considerations as liquidated damages with no further remedy or recourse against Roadway, except that Roadway shall be obligated to provide Comanche with any and all engineering, survey, title and miscellaneous data compiled by Roadway during Roadway's investigation of the property. Except as provided hereinbelow, closing shall take place within seven (7) days following notice by Roadway of Roadway's intention to purchase the property.

In the event Roadway elects to purchase the property, all current real estate taxes presently due or payable shall be paid by Comanche at closing.

- 2 -

Closing shall take place at Chicago Title Insurance Company offices at One Arisar Plaza, Ordway Building, Suite 1901, Oakland, California 94612. Applicable transfer taxes, documentary fees and title expenses shall be paid by the respective parties in accordance with local custom. Roadway shall pay for the cost of recording the Deed of Conveyance. Comanche shall convey title to the property by Grant Deed, free and clear of all liens and encumbrances. Any liens or encumbrances quantifiable in monetary terms shall be discharged and paid by Comanche at closing.

During the option period, or any extension thereof, Roadway shall be permitted to enter upon the property for purposes of making surveys, test borings, soil analyses, and other tests and investigations of a similar nature. Roadway agrees to indemnify and hold Comanche harmless against any losses, damages, claims, suits or actions arising out of any injury to or death of persons or damage to property attributable to the negligent act or omission of Roadway's employees, agents, or licensees while so investigating the property. Comanche agrees to obtain the written approval of Owner to Roadway's investigation of the property.

Comanche shall hold Roadway harmless from the payment of any real estate commission arising out of the sale of the property described herein to Roadway as provided in this Agreement. Roadway represents that it has dealt with no broker in conjunction with this transaction, other than Nelson Peterson Associates.

Roadway and Comanche acknowledge that subdivision (parcel map) approval is required in order for Roadway to obtain a building permit. Roadway shall not be obligated to close purchase until said subdivision (parcel map) approval is obtained. Subdivision (parcel map) approval shall be obtained by Roadway, at Roadway's sole cost and expense. Comanche agrees to fully cooperate with Roadway in Roadway's efforts to obtain such approval, including the execution of any and all documents, consents and authorizations, and the submission to the governing body or any agency of the City of Oakland or County of Alameda

* * *

of any exhibit, contract or other document in either party's possession which may be required in any proceeding before any such governmental entity. Roadway shall not be obligated to close purchase in the event Roadway, in Roadway's judgment, determines that any of the improvements required as a condition precedent to the granting of such approval are excessive and beyond the scope of Roadway's intended development and use of the property. In the event Roadway so fails to close purchase, then neither party shall have any further rights or obligations hereunder, except that Roadway shall be obligated to provide Comanche with all engineering, survey, title and miscellaneous data compiled by Roadway during Roadway's investigation of the property.

In the event the aforesaid condition contained in the agreement by and between Owner and Comanche that an exchange property be located prior to the date of closing is not satisfied, then Comanche warrants that Comanche shall require the Owner to conclude purchase for cash and a purchase money Deed of Trust. Said Deed of Trust shall provide for the right to release and satisfy the Deed of Trust as it pertains to the property. In the event Comanche fails to conclude purchase of the property from the Owner on or prior to the date of closing as described herein, then, in such event, Comanche shall immediately so notify Roadway, in writing, and upon the furnishing of said notice, both parties shall be released and forever discharged of any and all obligations imposed by this Agreement, except that Comanche shall be obligated to refund all option considerations paid by Roadway and to reimburse Roadway for all fees and expenses incurred by Roadway during Roadway's investigation of the property, upon receipt of paid third party invoices.

The parties hereto acknowledge that there are several buildings on the entire premises which are physically connected to buildings located on property retained by Comanche following closing on the property (hereinafter referred to as the "retained property"). Comanche agrees to permit Roadway to demolish those buildings shown shaded in green on Exhibit A, following closing, when Roadway deems necessary, notwithstanding the fact that said buildings, or portion thereof, are located on Comanche's retained property.

- 4 -

Roadway agrees to demolish said buildings at Roadway's sole cost and expense. Roadway agrees to repair any damage done to any other portion of Comanche's retained property by Roadway during the demolition work. The provisions of this paragraph shall survive closing and delivery of the Deed.

Roadway agrees to install a fence (with gates) dividing the property from Comanche's retained property as shown on Exhibit A, at Roadway's sole cost and expense, when Roadway constructs a facility on the property. The type and height of said fence shall be left solely to Roadway's discretion.

Comanche agrees to execute an Easement Agreement acceptable to Roadway, in recordable form, and deliver same to Roadway, at closing, providing for Roadway's right to permanently utilize that area shown outlined in orange on Exhibit A for vehicular ingress and egress to, from and between the property and Lisbon Street and East 11th Street. Said Easement Agreement shall provide for the joint maintenance of said easement area.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COMANCHE INVESTMENT COMPANY

By M. J. [Signature]
As its Manager

By _____
As its _____

ROADWAY EXPRESS, INC.

By [Signature]
As its Vice President - Transportation & Safety

ATTEST

By [Signature]
As its Secretary ;

STATE OF California)
) ss
COUNTY OF San Francisco)

Before me, the undersigned, a Notary Public, in and for said county and state, personally appeared A. J. Flaicher, as Managing Partner, and [unclear], of Comanche Investment Company, a California corporation, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the free act and deed of the said Comanche Investment Company and they executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

In Testimony Whereof, I have hereunto set my hand and official seal at San Francisco, California, this 29th day of June, 1961.

Ann Frances Looney
Notary Public



STATE OF OHIO)
) ss
COUNTY OF SUMMIT)

Before me, the undersigned, a Notary Public, in and for said county and state, personally appeared C. R. Pflieger, as V.P. Comanche Investment Co., and [unclear], as [unclear], of Roadway Express, Inc., a Delaware corporation, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the free act and deed of the said Roadway Express, Inc. and they executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

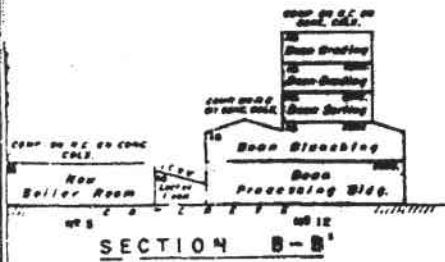
In Testimony Whereof, I have hereunto set my hand and official seal at Akron, Ohio, this 16th day of June, 1961.

Rita M. Giles
Notary Public

My Commission expires 10/26/63.

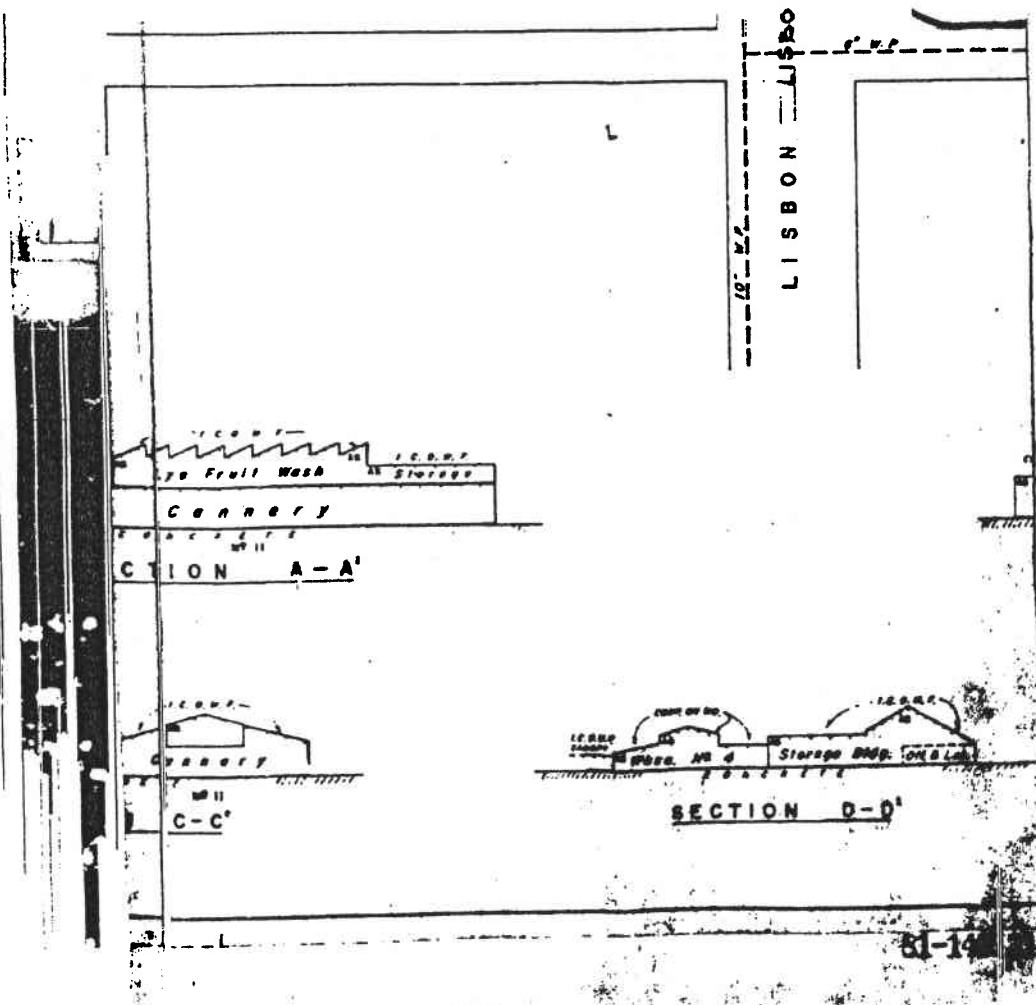
Notarial page for Agreement by and between Comanche Investment Co. and Roadway Express, Inc. for Oakland, California.

EAST TENTH STREET

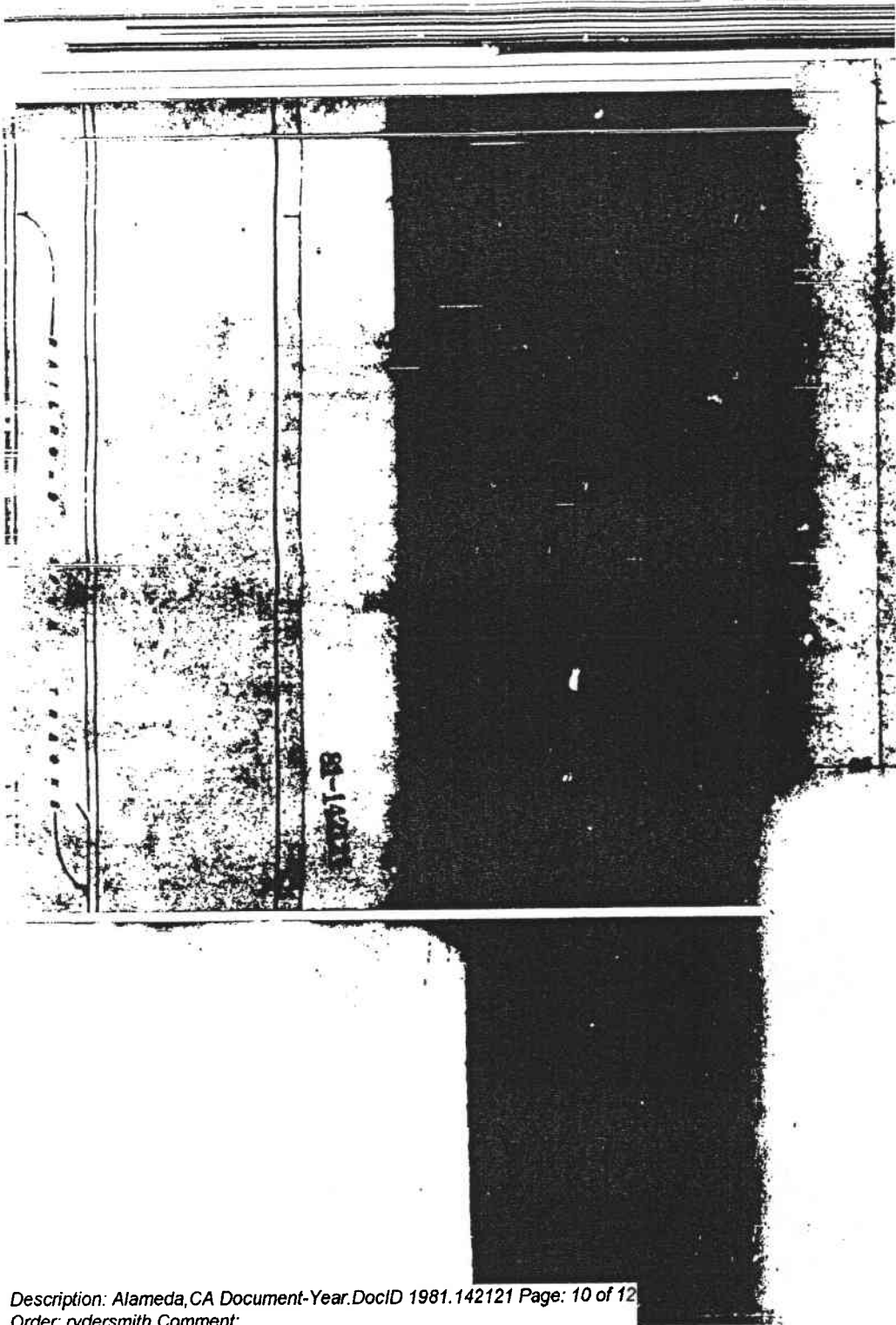


DETAIL N° 1
NOT TO SCALE

12' 5/8"
T W I



Description: Alameda, CA Document Year: DocID 1981.142121 Page: 9 of 12
 Order: rydersmith Comment:



Description: Alameda, CA Document-Year.DocID 1981.142121 Page: 10 of 12
Order: rydersmith Comment:

2/2/79
79-021697

RECORDING REQUESTED BY
BOOK title no. 390378
AND WHEN RECORDED MAIL TO
Mr. & Mrs. James Nelson
2448 Blackpool Lane
San Leandro, California 94577

RECORDED & INDEXED BY
Transwestern Title Ins. Co.
AT 10:39 A.M.
FEB - 2 1979
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

79-021697

MAIL TAX STATEMENTS TO
SAME

SPACE ABOVE THIS LINE FOR RECORDER'S USE
DOCUMENTARY TRANSFER TAX \$ -0-
 COMPUTED ON FULL VALUE OF PROP. CONVEYED
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
WILL FURNISH Bill of Sale
SIGNATURE OF DECLARANT OR AGENT TO FURNISH TAX-PAYOR NAME
Oakland City Tax

Quit Claim Deed

CHARLOTTE NELSON
hereby do _____ release and QUIT CLAIM unto
NEAL JAMES NELSON, her husband as his sole and separate property
the following described real property in the City of Oakland, Cal.
County of Alameda, State of California:
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Nelson
79 021697

Date: December 26, 1978

Charlotte Nelson
Charlotte Nelson

STATE OF CALIFORNIA,
COUNTY OF Alameda } ss.
On December 26, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared *Charlotte Nelson*

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.
Signature *Donna L. Miller*
DONNA L. MILLER
Notary Public in and for said County and State



(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

NAME EXACTLY AS IT IS TYPED

ESCROW NO. _____

DESCRIPTION

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

1. Beginning at a point of intersection of the Westerly line of 29th Avenue (formerly called Park Street) with the Southerly line of the right-of-way of the Southern Pacific Company leading from Oakland to the West; running thence South $37^{\circ} 38'$ West and along said Westerly line of 29th Avenue (formerly Park Street) 201.21 feet, more or less to the Northerly line of East 11th Street (if the same were extended as shown on a certain map entitled "Knowles & Petter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda County, California", filed December 5th, 1887, in the office of the Recorder of Alameda County); running thence Westerly and along said Northerly line of East 11th Street, 912.51 feet to the point of intersection of the said Northerly line of East 11th Street with the Easterly line of 27th Avenue; running thence Northerly along the Easterly line of 27th Avenue, 200 feet to the Southerly line of the aforementioned right-of-way of the Southern Pacific Company leading from Oakland to the West; thence Easterly along said last mentioned right-of-way of the Southern Pacific Company 914.30 feet to the point of beginning.

2.

Beginning at a point on the Northeastern line of East 11th Street, East thereon 254.06 feet Southeasterly from the Southeastern line of 27th Ave.; thence Southeasterly along the arc of a circle having a radius of 113.37 feet and being tangent to said Northeastern line of East 11th Street a distance of 122.35 feet to the Southwestern line of East 11th Street; thence Southeasterly along said Southwestern line of East 11th St., to the Northwestern line of 29th Avenue; thence Easterly along said Northwestern line of 29th Ave., 60.16 feet to the aforesaid Northeastern line of East 11th Street, and thence Easterly along said Northeastern line of East 11th Street, to the point of beginning.

That the same property conveyed to the party of the first part by the City of Oakland by Deed dated March 9, 1912 and recorded in the office of the County Recorder of Alameda County on October 19, 1922, in Book 276 of Official Records at Page 342, and being the same property described in Ordinance No. 2267 M.S. of the City of Oakland, ordering the closing up and abandoning of that portion of East 11th Street in the City of Oakland hereinabove described.

(CONTINUED)

is a strip of land 5 feet in width and 60 feet in length bounded on the Northwestern side by the southwestern line of Lot 25, in Block I, on the Southeastern side by the Southeastern line of the Kennedy Tract hereinafter referred to, on the Southwestern side by the Northeastern line of Lot 24, in Block W, and on the Northwestern side of East 11th Street, all as shown on the map of Knowles & Potter Subdivision of the Kennedy Tract, filed December 5, 1887, in Liber 9 of Maps, Page 11, in the office of the County Recorder of Alameda County.

PARCEL 4:

Commencing at the most Northern corner of Lot 1, in Block W, being the point of intersection of the Eastern line of 28th Avenue and the Southern line of East 11th Street as the said lot, block, avenue and street are delineated and so designated upon that certain map entitled, "Knowles & Potter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda County, Cal.", filed Dec. 5th, 1887 in the office of the County Recorder of said Alameda County, and running thence along the said Southern line of East 11th Street as shown upon the aforesaid map, and said line produced South 49 degrees 3 minutes east 551.43 feet to a point on the western line of 29th Avenue, as the said Avenue now exists in the City of Oakland; thence along said Western line of 29th Avenue, South 37 degrees 34 minutes west 173.37 feet; thence on the arc of a curve to the right, tangent to the last named course, with a radius of 23 feet, a distance of 40.75 feet to a point on the Northern line of East 10th Street, as the said East 10th Street now exists in the City of Oakland; thence along said line of East 10th Street, north 49 degrees 3 minutes west 193.27 feet to the most southern corner of Lot 25 in said Block W, as shown upon the aforesaid map; thence along the Eastern boundary line of said Lot 25, North 37 degrees 6 minutes East 100 feet to the most eastern corner of said Lot 25; thence along a line in the center of said Block W, north 49 degrees 3 minutes west 285 feet to a point on the Northern boundary line of Lot 23 in said Block W, distant thereon Northwesterly 5 feet from the most eastern corner thereof; thence parallel with the eastern boundary line of said Lot 23, South 37 degrees 6 minutes west 100 feet to a point on the aforesaid northern line of East 10th Street; thence along said line of East 10th Street, North 49 degrees 3 minutes west 0.09 feet; thence leaving said line of East 10th Street, northerly on the arc of a curve to the right, tangent to the last named course, with a radius of 24.90 feet, a distance of 26.44 feet; thence northerly on the arc of a curve to the right, compounding with the last named curve, with a chord bearing north 24 degrees 26 minutes 50 seconds east, with a radius of 250 feet, a distance of 110.42 feet to a point on the Eastern line of 28th Avenue, as it now exists in the City of Oakland, and thence along the last said line, north 37 degrees 6 minutes east 81.97 feet to the point of commencement.

(CONTINUED)

7-021697/4

... a portion of the said Block N, as shown upon the aforesaid map,
the property heretofore conveyed by Derby Estate Company to said
Prince & Co., by Deed recorded in the office of the County
Recorder of said County of Alameda, under Serial No. 8/20158.

... therefrom these portions Deeded to the State of California
dated April 23, 1947 in Book 5155, at Page 130.

... 5:

... 11 to 22, inclusive, Lot 25, and the southeastern 5 feet, front
rear measurement, of Lot 22, in Block "N", as said lots and Block
shown on the map of "Knovles & Potter Subdivision of the Kennedy
Tract, Brooklyn Township, Alameda Co., California", filed December 5,
1911, in Book 9 of Maps, at Page 11, in the office of the County
Recorder of Alameda County.

... known as: 1125 - 29th Avenue
... County Account No's: 19-93-10-2

ENCLOSURE FOR MICROFILMING AND COPYING
PORTION OF THIS

79-008376
1/5/79

RECORDED AT REQUEST OF
 Northwestern Title Co.
 JAN 15 1979
 OFFICIAL RECORDS OF
 ALAMEDA COUNTY, CALIFORNIA
 RENE C. DAVIDSON
 COUNTY RECORDER

79-008379

Warehouse Properties
 C/O Henry & Associates
 131-Callan Ave.
 San Leandro, Ca. 94577

MAIL TAX STATEMENTS TO
 Warehouse Properties
 C/O Henry & Associates
 131-Callan Avenue
 San Leandro, Ca. 94577

APFIS I.R.S. # _____ IN THIS SPACE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Quitclaim Deed

THIS FORM PUBLISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DEL MONTE CORPORATION,
 a corporation organized under the laws of the state of New York,
 hereby REMISES, RELEASES AND QUITCLAIMS to

WAREHOUSE PROPERTIES, a California General Partnership,

that property in **Alameda** County, State of California, described as:

The real property and rights reserved by Del Monte Corporation in that certain Grant Deed from Del Monte Corporation to Warehouse Properties, dated August 1, 1978, and recorded in the Official Records of Alameda County in Reel 5516, Image 30; reserving and excepting from this quitclaim one hundred per cent (100%) of all oil, gas, mineral, geothermal and similar rights lying below a depth of five hundred feet (500') measured vertically from the surface of said land, but without the right of entry through the surface of said land or the upper five hundred feet (500') thereof.

Legal Description-See exhibit "B" attached hereto and made a part hereof,
 Commonly known as: 1125-29th, Avenue
 Alameda County Account No's: 19-93-10-2

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ Vice President and _____ Secretary thereto duly authorized.
 Dated: 1/15/79

STATE OF CALIFORNIA }
 COUNTY OF San Francisco } SS.
 On January 9, 1979 before me, the undersigned a Notary Public in and for said State, personally appeared _____ known to me to be the _____ Vice President, and _____ known to me to be the _____ Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that said Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature: Rhoda M. Kay
 Name (Typed or Printed): RHODA M. KAY

By: [Signature] Vice President
 By: [Signature] Asst. Secretary

RHODA M. KAY
 Notary Public - California
 City and County of San Francisco
 My commission expires Dec. 24, 1981

City of Oakland Tax # _____
 3/4 of 1% of full value conveyed

Doc. No. 300132-1m

Del Monte
Whse
79 008379

7-006179 (2)

DESCRIPTION

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

PARCEL 1:

Beginning at a point of intersection of the Westerly line of 29th Avenue (formerly called Park Street) with the Southerly line of the right-of-way of the Southern Pacific Company leading from Oakland to Miles; running thence South 37° 38' West and along said Westerly line of 29th Avenue (formerly Park Street) 201.21 feet, more or less to the Northerly line of East 11th Street (if the same were extended easterly as shown on a certain map entitled "Knowles & Pettee Sub-division of the Kennedy Tract, Brooklyn Township, Alameda County, California" filed December 5th, 1887, in the office of the Recorder of Alameda County); running thence Westerly and along said Northerly line of East 11th Street, 912.51 feet to the point of intersection of the said Northerly line of East 11th Street with the Easterly line of 27th Avenue; running thence Northerly along the Easterly line of said 27th Avenue, 200 feet to the Southerly line of the aforementioned right-of-way of the Southern Pacific Company leading from Oakland to Miles; thence Easterly along said last mentioned right-of-way of said Southern Pacific Company 914.30 feet to the point of beginning.

PARCEL 2:

Beginning at a point on the Northeastern line of East 11th Street, distant thereon 254.06 feet Southeasterly from the Southeastern line of 27th Ave., thence Southeasterly along the arc of a circle having a radius of 113.17 feet and being tangent to said Northeastern line of East 11th Street a distance of 122.35 feet to the Southwestern line of East 11th Street; thence Southeasterly along said Southwestern line of East 11th St., to the Northwestern line of 29th Avenue; thence Northeasterly along said Northwestern line of 29th Ave., 60.16 feet to the aforesaid Northeastern line of East 11th Street, and thence Northwesterly along said Northeastern line of East 11th Street, to the point of beginning.

Being the same property conveyed to the party of the first part by the City of Oakland by Deed dated March 9, 1912 and recorded in the office of the County Recorder of Alameda County on October 19, 1922, in Liber 276 of Official Records at Page 342, and being the same property described in Ordinance No. 2267 N.S. of the City of Oakland, ordering the closing up and abandoning of that portion of East 11th Street in said City of Oakland hereinabove described.

(CONTINUED)

PARCEL 3:

A strip of land 5 feet in width and 60 feet in length bounded on the Northeastern side by the Southwestern line of Lot 25, in Block I, on the Southeastern side by the Southeastern line of the Kennedy Tract hereinafter referred to, on the Southwestern side by the Northeastern line of Lot 26, in Block N, and on the Northwestern side of East 11th Street, all as shown on the map of Knowles & Potter Subdivision of the Kennedy Tract, filed December 5, 1887, in Liber 9 of Maps, Page 11, in the office of the County Recorder of Alameda County.

PARCEL 4:

Commencing at the most Northern corner of Lot 25, in Block N, being the point of intersection of the Eastern line of 28th Avenue and the Southern line of East 11th Street as the said lot, block, avenue and street are delineated and so designated upon that certain map entitled, "Knowles & Potter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda County, Cal.", filed Dec. 5th, 1887 in the office of the County Recorder of said Alameda County, and running thence along the said Southern line of East 11th Street as shown upon the aforesaid map, and said line produced South 49 degrees 3 minutes east 551.43 feet to a point on the western line of 29th Avenue, as the said Avenue now exists in the City of Oakland; thence along said Western line of 29th Avenue, South 37 degrees 34 minutes west 173.37 feet; thence on the arc of a curve to the right, tangent to the last named course, with a radius of 25 feet, a distance of 40.75 feet to a point on the Northern line of East 10th Street, as the said East 10th Street now exists in the City of Oakland; thence along said line of East 10th Street, north 49 degrees 3 minutes west 193.27 feet to the most southern corner of Lot 25 in said Block N, as shown upon the aforesaid map; thence along the Eastern boundary line of said Lot 25, North 37 degrees 6 minutes East 100 feet to the most eastern corner of said Lot 25; thence along a line in the center of said Block N, north 49 degrees 3 minutes west 285 feet to a point on the Northern boundary line of Lot 23 in said Block N, distant thereon Northwesterly 5 feet from the most eastern corner thereof; thence parallel with the eastern boundary line of said Lot 23, South 37 degrees 6 minutes west 100 feet to a point on the aforesaid northern line of East 10th Street; thence along said line of East 10th Street, North 49 degrees 3 minutes west 0.09 feet; thence leaving said line of East 10th Street, northerly on the arc of a curve to the right, tangent to the last named course, with a radius of 24.90 feet, a distance of 26.44 feet; thence northerly on the arc of a curve to the right, compounding with the last named curve, with a chord bearing north 24 degrees 26 minutes 50 seconds east, with a radius of 250 feet, a distance of 110.42 feet to a point on the Eastern line of 28th Avenue, as it now exists in the City of Oakland, and thence along the last said line, north 37 degrees 6 minutes east 81.97 feet to the point of commencement.

(CONTINUED)

Being a portion of the said Block N, as shown upon the aforesaid map, and the property heretofore conveyed by Derby Estate Company to said N. G. Prince & Co., by Deed recorded in the office of the County Recorder of said County of Alameda, under Serial No. S/20158.

Excepting therefrom those portions Deeded to the State of California by Deed dated April 22, 1947 in Book 5155, at Page 130.

PARCEL 5:

Lots 13 to 22, inclusive, Lot 25, and the southeastern 5 feet, front and rear measurement, of Lot 23, in Block "N", as said lots and block are shown on the map of "Knowles & Potter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda Co., California", filed December 5, 1887, in Book 9 of Maps, at Page 11, in the office of the County Recorder of Alameda County.

Commonly known as: 1125 - 29th Avenue
Alameda County Account No's: 19-93-10-2

M-008379 / A

Book
5155
Page 130

78-148762
8/3/78

RECORDING REQUESTED BY
Northwestern Title Company
Escrow No. 39539-JM

RE-5516 # 30

78-148762

WAREHOUSE PROPERTIES
C/OERRY & Associates
151-Callen Avenue
San Leandro, Ca. 94577

RECORDED at REQUEST OF
Northwestern Title Co.
At 10:30 A.M.
AUG-3 1978
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

TRANSFER
TAX PAID
ALAMEDA COUNTY

CITY
TAX
PAID

Same as above

Corporation Grant Deed

The undersigned grantor(s) declare(s):
 (X) Documentary transfer tax in \$ 220.00
 () computed on full value of property conveyed, or
 () computed on full value less value of liens and encumbrances remaining at time of sale.
 () Unincorporated area; (X) City of Oakland, and
 FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

DEL MONTE CORPORATION,
 a corporation organized under the laws of the State of New York, hereby GRANTS to
WAREHOUSE PROPERTIES, a California General Partnership,
 the following described real property in the City of Oakland,
 County of Alameda, State of California:

All that certain real property described in Exhibit A hereto, reserving and excepting therefrom one hundred percent (100%) of all oil, mineral, geothermal and similar rights, together with rights of access to and egress from the real property hereby conveyed for the purpose of extracting the same so long as the grantee's reasonable use of the real property hereby conveyed is not unreasonably disturbed.

City of Oakland Tax \$ 3,230.00
 2% of 1% of Full value conveyed

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Vice President and Assistant Secretary
 Dated: August 1, 1978

STATE OF CALIFORNIA)
 COUNTY OF San Francisco) ss.
 On August 1, 1978 before me, the undersigned, a Notary Public, in and for said State, personally appeared E. F. Scherer known to me to be the Vice President, and William J. Hankinson known to me to be the Assistant Secretary of the Corporation that executed the within instrument. Inasmuch as I am to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature: Rhoda M. Kay

RHODA M. KAY
 Notary Public - California
 City and County of San Francisco
 My commission expires Dec. 16, 1981

(This area for official notarial seal) #2

Title Order No. _____ Escrow or Loan No. _____

78 148762

Del Monte
Whse Prop.

Description: Alameda, CA Document-Year.DocID 1978.148762 Page: 1 of 4
Order: TH-10-19-2005 01-01-45 PM Comment

D E S C R I P T I O N

EXHIBIT A

RE-5516 IN-31

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

M-148762

PARCEL 1:

Beginning at a point of intersection of the Westerly line of 29th Avenue (formerly called Park Street) with the Southerly line of the right-of-way of the Southern Pacific Company leading from Oakland to Miles; running thence South 37° 38' West and along said Westerly line of 29th Avenue (formerly Park Street) 201.2) feet, more or less to the Northerly line of East 11th Street (if the same were extended easterly as shown on a certain map entitled "Knowlton & Pettor Sub-division of the Kenedy Tract, Brooklyn Township, Alameda County, California", filed December 5th, 1887, in the office of the Recorder of Alameda County); running thence Westerly and along said Northerly line of East 11th Street, 912.51 feet to the point of intersection of the said Northerly line of East 11th Street with the Easterly line of 27th Avenue; running thence Northerly along the Easterly line of said 27th Avenue, 200 feet to the Southerly line of the aforementioned right-of-way of the Southern Pacific Company leading from Oakland to Miles; thence Easterly along said last mentioned right-of-way of said Southern Pacific Company 914.30 feet to the point of beginning.

PARCEL 2:

Beginning at a point on the Northeastern line of East 11th Street, distant thereon 254.06 feet Southwesterly from the Southwestern line of 27th Ave.; thence Southeasterly along the arc of a circle having a radius of 113.37 feet and being tangent to said Northeastern line of East 11th Street a distance of 122.35 feet to the Southwestern line of East 11th Street; thence Southeasterly along said Southwestern line of East 11th St., to the Northwestern line of 29th Avenue; thence Northerly along said Northwestern line of 29th Ave., 40.16 feet to the aforesaid Northeastern line of East 11th Street, and thence Northwesterly along said Northeastern line of East 11th Street, to the point of beginning.

Being the same property conveyed to the party of the first part by the City of Oakland by deed dated March 9, 1912 and recorded in the office of the County Recorder of Alameda County on October 19, 1922, in Liber 276 of Official Records at Page 342, and being the same property described in Ordinance No. 2267 M.S. of the City of Oakland, ordering the closing up and abandoning of that portion of East 11th Street in said City of Oakland hereinabove described.

(CONTINUED)

78-148762

PARCEL 3:

A strip of land 5 feet in width and 60 feet in length bounded on the Northeastern side by the Southwestern line of Lot 25, in Block I, on the Southeastern side by the Southeastern line of the Kennedy Tract hereinafter referred to, on the Southwestern side by the Northeastern line of Lot 26, in Block N, and on the Northwestern side of East 11th Street, all as shown on the map of Knowles & Potter Subdivision of the Kennedy Tract, filed December 5, 1887, in Liber 9 of Maps, Page 11, in the office of the County Recorder of Alameda County.

PARCEL 4:

Commencing at the most Northern corner of Lot 1, in Block II, being the point of intersection of the Eastern line of 28th Avenue and the Southern line of East 11th Street as the said lot, block, avenue and street are delineated and so designated upon that certain map entitled, "Knowles & Potter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda County, Cal.," filed Dec. 5th, 1887 in the office of the County Recorder of said Alameda County, and running thence along the said Southern line of East 11th Street as shown upon the aforesaid map, and said line produced South 49 degrees 3 minutes east 551.45 feet to a point on the western line of 29th Avenue, as the said Avenue now exists in the City of Oakland; thence along said Western line of 29th Avenue, South 37 degrees 34 minutes west 173.37 feet; thence on the arc of a curve to the right, tangent to the last named course, with a radius of 25 feet, a distance of 40.75 feet to a point on the Northern line of East 10th Street, as the said East 10th Street now exists in the City of Oakland; thence along said line of East 10th Street, north 49 degrees 3 minutes west 193.27 feet to the most southern corner of Lot 25 in said Block N, as shown upon the aforesaid map; thence along the Eastern boundary line of said Lot 25, north 37 degrees 6 minutes East 100 feet to the most eastern corner of said Lot 25; thence along a line in the center of said Block N, north 49 degrees 3 minutes west 285 feet to a point on the Northern boundary line of Lot 23 in said Block N, distant thereon Northwesterly 5 feet from the most eastern corner thereof; thence parallel with the eastern boundary line of said Lot 23, South 37 degrees 6 minutes west 100 feet to a point on the aforesaid northern line of East 10th Street; thence along said line of East 10th Street, North 49 degrees 3 minutes west 0.09 feet; thence leaving said line of East 10th Street, northerly on the arc of a curve to the right, tangent to the last named course, with a radius of 24.90 feet, a distance of 26.44 feet; thence northerly on the arc of a curve to the right, compounding with the last named curve, with a chord bearing north 24 degrees 26 minutes 50 seconds east, with a radius of 250 feet, a distance of 110.42 feet to a point on the Eastern line of 28th Avenue, as it now exists in the City of Oakland, and thence along the last said line, north 37 degrees 6 minutes east 81.97 feet to the point of commencement.

(CONTINUED)

78-148762

Being a portion of the said Block 1, as shown upon the aforesaid map, and the property heretofore conveyed by Derby Estate Company to said H. G. Prince & Co., by Deed recorded in the office of the County Recorder of said County of Alameda, under Serial No. S/20158.

Excepting therefrom those portions Deeded to the State of California by Deed dated April 22, 1947 in Book 5155, at Page 130.

PARCEL 5:

Lots 11 to 22, inclusive, Lot 25, and the southeastern 5 feet, front and rear measurement, of Lot 23, in Block "B", as said lots and block are shown on the map of "Knowles & Potter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda Co., California", filed December 5, 1887, in Book 9 of Maps, at Page 11, in the office of the County Recorder of Alameda County.

Commonly known as: 1125 - 29th Avenue
Alameda County Account No's: 19-93-10-2

5155
130

4/22/47

pg 130

thence south 47° 31' west 2 feet; thence north 42° 29' west 142.61 feet to the point of beginning.
DONE IN OPEN COURT June 2, 1947.

Frank N. Ogden, Judge of the Superior Court.

(RECORDED) FILED JUN 2, 1947.
G. E. WADE, County Clerk
By H.H. Olsen, Deputy

The foregoing instrument is a correct copy of the original on file in this office.
ATTEST JUN 2, 1947.
G. E. WADE, County Clerk and ex-officio Clerk of the Superior Court of the State of California in and for the County of Alameda.
(Court Seal) By H.H. Olsen, Deputy.
Superior Court, Alameda County, California.
Recorded at request of P.A. Lindley at 24 min past 10 A.M. Jun 2, 1947.
AS 46664 1.00 7-F

Copied September 27, 1947. H. Latham

No. 4941 Station 232 GRANT DEED (Corporation) District IV County Ala Route 08, Section 04.
COUNTY RECORDER

CALIFORNIA PACKING CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby Grant to the State of California, all that real property in the City of Oakland, County of Alameda, State of California, described as:

PARCEL I COMMENCING at the intersection of the southeasterly line of East 10th Street and the northwesterly line of 29th Avenue; thence along said northwesterly line of 29th Avenue S.37° 29' 45" W. 222.09 feet and tangent to the last mentioned course along a curve to the right with a radius of 28 feet, through an angle of 117° 31' an arc length of 51.28 feet to the northeasterly line of East 9th Street; thence along said northeasterly line of East 9th Street, N.24° 59' 15" E., 3.89 feet; thence N.37° 29' 45" E. 222.96 feet; thence tangent to the last mentioned course along a curve to the left with a radius of 20 feet, through an angle of 86° 36' an arc length of 30.84 feet to a point of cusp on said southeasterly line of East 10th Street; thence along the last mentioned line S.49° 08' 15" E., 58.93 feet to the point of commencement. The above described parcel contains 9848 square feet, more or less.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights of access, appurtenant to grantor's remaining property, in and to said freeway over and across the northwesterly line of the above described parcel of land and over and across the southeasterly prolongation of said northwesterly line, included within the side lines of East 9th Street, 60 feet wide; also releases and relinquishes any other abutter's rights (except access) appurtenant to said remaining property in and to said freeway.

PARCEL II. Commencing at a point on the northwesterly line of 29th Avenue distant thereon N.37° 29' 45" W. 190.27 feet from the intersection of the southeasterly prolongation of said northwesterly line of 29th Avenue, and the southeasterly prolongation of the northwesterly line of East 10th Street; thence along said northwesterly line of 29th Avenue S.37° 29' 45" W. 143.78 feet and tangent to the last mentioned course along a curve to the right with a radius of 25 feet, through an angle of 93° 22' an arc length of 40.74 feet to said northwesterly line of East 10th Street; thence along said northwesterly line N. 42° 08' 15" W. 40.93 feet to a point of cusp; thence from a tangent that bears S.49° 08' 15" E. along a curve to the left with a radius of 36 feet, through an angle of 79° 51' 57", an arc length of 22.97 feet; thence S.50° 59' 46" E. 90.56 feet; thence tangent to the last mentioned course along a curve to the left with a radius of 338 feet, through an angle of 13° 30' 05", an arc length of 79.84 feet to a point of cusp on said northwesterly line of 29th Avenue and the point of commencement.

The above described parcel contains 2761 square feet, more or less.

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for itself, its successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto this 23rd day of April, 1947.

CALIFORNIA PACKING CORPORATION
By G.R. Ward, Vice President.
Y.H.A. Hollister, Assistant Secretary.

(Corporate Seal)
Seal illegible

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
I, _____, County Clerk, do hereby certify that on this 23rd day of April, 1947, before my eyes and a Notary Public in and for said City and County, personally appeared G.R. Ward, known to me to be the Vice President and Y.H.A. Hollister, known to me to be the Assistant Secretary of California Packing Corporation, the Corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf

of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

My R. Tommead, Notary Public in and for the City and County of San Francisco, State of California.

(Notarial Seal)
Seal illegible
My commission expires Dec. 23, 1950.

(CERTIFICATE OF ACCEPTANCE, CIVIL CODE, Sec. 1338)

This is to certify that the State of California, grantee herein, acting by and through the Department of Public Works, Division of Highways, hereby accepts for public purposes the real property, or interest therein, conveyed by the in this deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of May, 1947.

C. M. PURCELL, Director of Public Works
By Jas. H. Stoggs, District Engineer,
Attorney in Fact.

Recorded at request of Alameda County Best Pay Title Ins.Co. at 30 min past 10 A.M. June 2, 1947.
AN 46665 D.H. 11-P

COPIED
INDEXED

[Signature]
COUNTY RECORDER

Copied September 27, 1947. H. Latham

FULL RECONVEYANCE

WHEREAS, BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, organized and existing under the Laws of the United States of America, as Trustee under Deed of Trust dated October 18, 1941, made by Minnie C. Newland, a married woman, as her sole separate property, Trustee, and recorded October 24, 1941, in Book 4114, page 333, of Official Records in the office of the Recorder of Alameda County, California, has received from Beneficiary thereunder a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid and that said Deed of Trust and the note or notes secured thereby have been surrendered to said Trustee for cancellation; NOW, THEREFORE, in accordance with said request and the provisions of said Deed of Trust, Bank of America National Trust and Savings Association, as Trustee, does hereby reconvey, without warranty, to THE PERSON OR PERSONS LEGALLY ENTITLED HERETO, the estate now held by it thereunder.

IN WITNESS WHEREOF, Bank of America National Trust and Savings Association, as Trustee, has this 20th day of May, 1947, caused its name to be hereto affixed by its Vice-President or Trust Officer and its Assistant Trust Officer, thereunto duly authorized,

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,
as Trustee.

By F.H. Harwood, Vice President-Trust Officer.
By C.R. Cortsen, Assistant Trust Officer.

STATE OF CALIFORNIA)

COUNTY OF ALAMEDA) ss. On this 20th day of May, 1947, before me Florence Cain, a Notary Public in and for said Alameda County, personally appeared F.H. Harwood, known to me to be the Vice-President-Trust Officer, and C.R. Cortsen, known to me to be the Assistant Trust Officer, of the Bank of America National Trust and Savings Association, the national banking association that executed the foregoing instrument as trustee, and known to me to be the persons who executed the same on behalf of the national banking association therein named, and acknowledged to me that such national banking association executed the same as trustee, and acknowledged to me that such national banking association executed the same as trustee. WITNESS my hand and official seal.

(Notarial Seal)
Seal illegible

Florence Cain, Notary Public in and for said Alameda County and State.

Recorded at request of Alameda County Best Pay Title Ins.Co. at 30 min past 10 A.M. June 2, 1947.
AN 46668 1.10 6-P

COPIED
INDEXED

[Signature]
COUNTY RECORDER

Copied September 27, 1947. H. Latham

DEED (Joint Tenancy)

JOE S. SAMORANO and MARIAN J. SAMORANO, his wife, the first parties, hereby Grant to Edward J. Aherin and Sillon W. Aherin, his wife, as joint tenants, the second parties, all that real property situated in the Township of Eden, County of Alameda, State of California, described as follows:

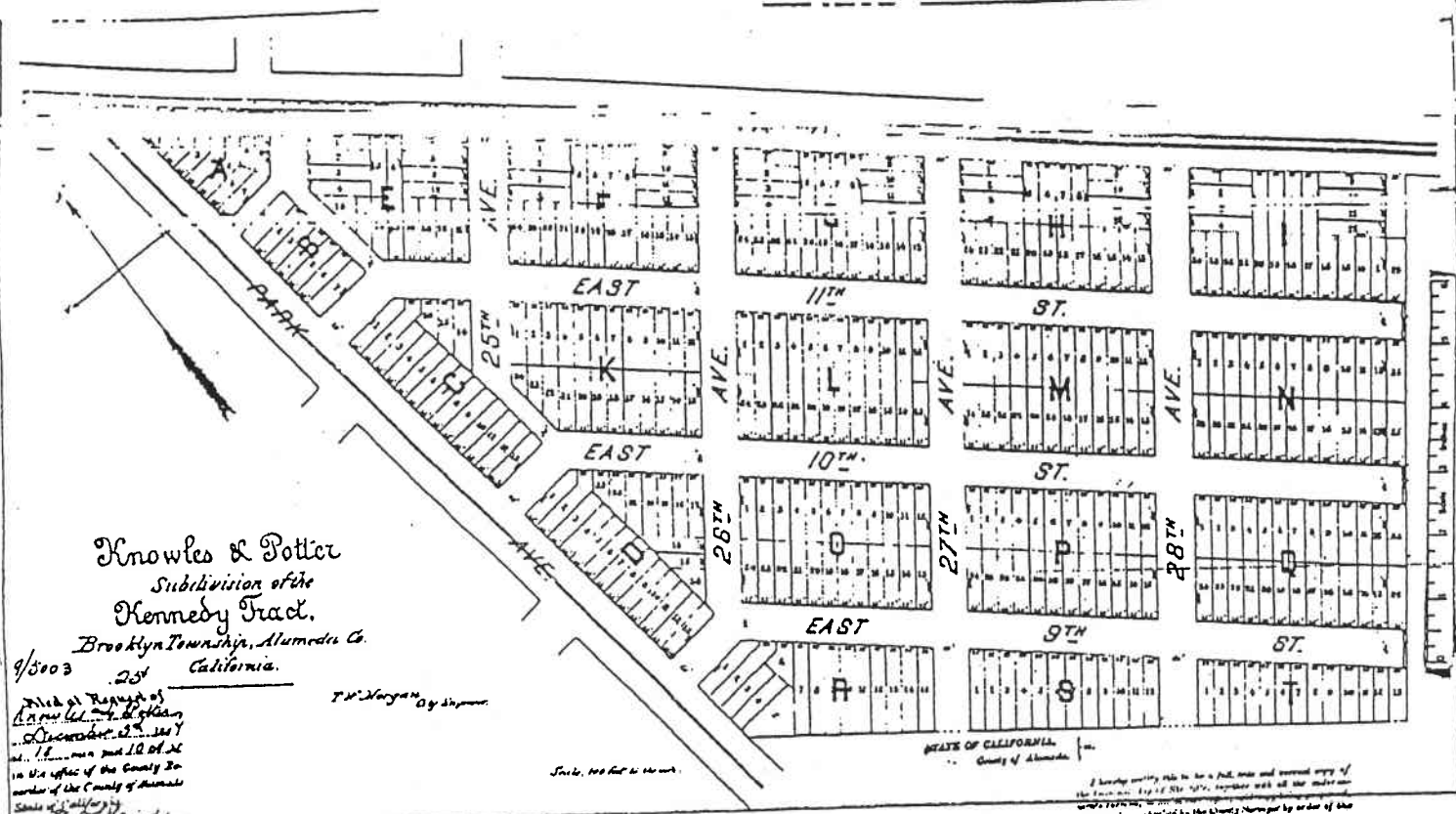
Lot 32, as said lot is shown on the map of "East Fourteenth Street Terrace, Eden Township, Alameda County, California 1926", filed December 7, 1926, in book 10 of Maps, at page 93, in the office of the county Recorder of Alameda County.

IN WITNESS WHEREOF, the said first parties have executed this conveyance this 25th day of May, 1947.

Joe S. Samorano
Marian J. Samorano

STATE OF CALIFORNIA)

COUNTY OF ALAMEDA) ss. On this 25th day of May, 1947, before me F.H. Harwood, a Notary Public in and for said County duly commissioned



Parcel II
 Freeway
 Parcel I

Knowles & Potter
 Subdivision of the
 Kennedy Tract.
 Brooklyn Township, Alameda Co.
 California.
 9/3003 25'

Filed at County of Alameda
 September 25, 1907
 in the office of the County Recorder of the County of Alameda
 State of California
 J. W. Morgan
 by W. B. Reynolds
 Deputy Recorder

J. W. Morgan by Deputee

Scale, 1/8" = 100'

STATE OF CALIFORNIA
 County of Alameda

I hereby certify this to be a full, true and correct copy of the original plat of the above described subdivision as the same was approved by the County Recorder by order of the Board of Supervisors.
 Witness my hand and official seal and have signed this
 September 25, 1907
 J. W. Morgan

9

STATE OF CALIFORNIA
 COUNTY OF ALAMEDA

The undersigned, J. B. Parker, being authorized by the Board of Supervisors of the County of Alameda, California, to execute this plat, do hereby certify that the same is a true and correct copy of the original plat as the same was approved by the Board of Supervisors.

2760 R
342

3/9/22
10/9/22

apartment houses shall be erected or placed upon the above-described real property or any part thereof; or.

Sixth; if prior to the first day of January 1930, any person of African, Asiatic or Mongolian descent shall be allowed to purchase own or lease said real property or any part thereof then this conveyance shall be and become void and the entire estate title and interest in and to said premises hereby conveyed and created shall forthwith cease and terminate and the title in and to said premises shall thereupon at once revert to and vest in the party of the first part its successors and assigns forever; and said party of the first part, its successors and assigns shall thereupon have the right to re-enter upon said premises and remove and expel therefrom said parties of the second part the survivor of them and any person or persons claiming by through or under them or any of them.

The right is hereby reserved to the party of the first part its successors and assigns to construct and forever maintain sewer and water-mains or laterals through and across said premises along any line or lines that it may select as the most practicable location therefor; it being agreed and understood that said sewer or water-mains shall be constructed in such a manner as will not injure or damage any improvements of the parties of the second part on said premises unless full reparation thereof is made by said party of the first part, its successors or assigns.

IN WITNESS WHEREOF the said party of the first part has caused this instrument to be executed by its proper officers thereto duly authorized as to do and its corporate seal is hereto affixed, the day and year first above written.

SPRING BRIDGE COMPANY
By George Friend Vice President
By Gertrude S. Friend Secretary

(Corporate Seal)

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA }

SS On this 9th day of October in the year one thousand nine hundred and twenty-two before me Reed W. Thomas a Notary Public in and for the County of Alameda, personally appeared George Friend and Gertrude S. Friend known to me to be the Vice President and Secretary respectively of the corporation described in and who executed the within instrument and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

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

Reed W. Thomas Notary Public

(Notarial Seal) In and for the County of Alameda, State of California.
S.S. Stamp \$1.00 cancelled 10/27/22 S.J. Co.
Recorded at Request of Oakland Title Insurance and Guaranty Company Oct. 19, 1922, at 10 min past 11 A.M.
1922-23 1.70

COMPARED
SEC. 112
SEC. 111

Handwritten signature

COUNTY RECORDS

THIS INSTRUMENT made and entered into this 9th day of March A.D. nineteen hundred and twenty-two (1922).
TO
L. J. PRINCE & CO. By and between the City of Oakland a municipal corporation of the County of Alameda, State of California the party of the first part, and R. C. Prince & Co. a corporation the party of the second part.

WITNESSETH: THAT WHEREAS the streets and portions of streets hereinafter described were abandoned and closed up by Ordinance No. 2267 N.S. of the City of Oakland, duly passed and adopted, by the Council of the City of Oakland on the 7th day of March 1922; and

Whereas the Mayor of the City of Oakland, was authorized and directed by said

Ordinance No 2267 A.S. to execute, acknowledge, and deliver, in the name of and on behalf of the City of Oakland, a deed conveying to said party of the second part the streets and portions of streets by said ordinance ordered closed up and abandoned and hereinafter described.

NOTWITHSTANDING THIS INSTRUMENT WITNESSETH: That said party of the first part by virtue of the authority of said Ordinance No. 2267 A.S. does hereby convey unto said party of the second part, its successors and assigns all the right title and interest that said party of the first part may have acquired in and to the following described parcel of land by reason of it having been dedicated and used as a public street, to-wit:

Beginning at a point on the northeastern line of East 11th Street, distant thereon 284.04 feet southeasterly from the southeastern line of 27th Avenue; thence southeasterly along the arc of a circle having a radius of 113.37 feet and being tangent to said northeastern line of East 11th Street; a distance of 122.36 feet to the southwestern line of said East 11th Street; thence southeasterly along said southern line of East 11th Street to the northwestern line of 29th Avenue; thence southeasterly along said northwestern line of 29th Avenue, 60.15 feet, to the aforesaid northeastern line of East 11th Street; and thence northeasterly along said northeastern line of East 11th Street to the point of beginning.

IN WITNESS WHEREOF said party of the first part has caused its corporate name to be hereunto subscribed by the Mayor of said City of Oakland and its corporate seal to be hereunto affixed the day and year first above written.

Attest: Eugene K. Sturgis City Clerk
Municipal Seal City of Oakland
a municipal corporation
by John L. Davis Mayor

State of California)
County of Alameda) ss On this 5th day of March in the year of Our Lord one thousand nine hundred and twenty-two, before me, John Jewett Earle a Notary Public in and for said County of Alameda, State of California, residing therein duly commissioned and sworn personally appeared John L. Davis known to me to be the Mayor of the City of Oakland the municipal corporation that executed the within and foregoing instrument and knows to me to be the person who executed the within and foregoing instrument on behalf of said City of Oakland the municipal corporation therein named and acknowledged to me that such municipal corporation executed the same and that he executed said instrument as Mayor of said municipal corporation and on behalf thereof.

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

John Jewett Earle Notary Public
[Notarial Seal] In and for the County of Alameda, State of California.
Consideration less than \$100.00
Recorded at Request of Oakland Title Insurance and Surety Company at 10 min past 11 A.M. OCT. 19, 1922.
3753569 1.20

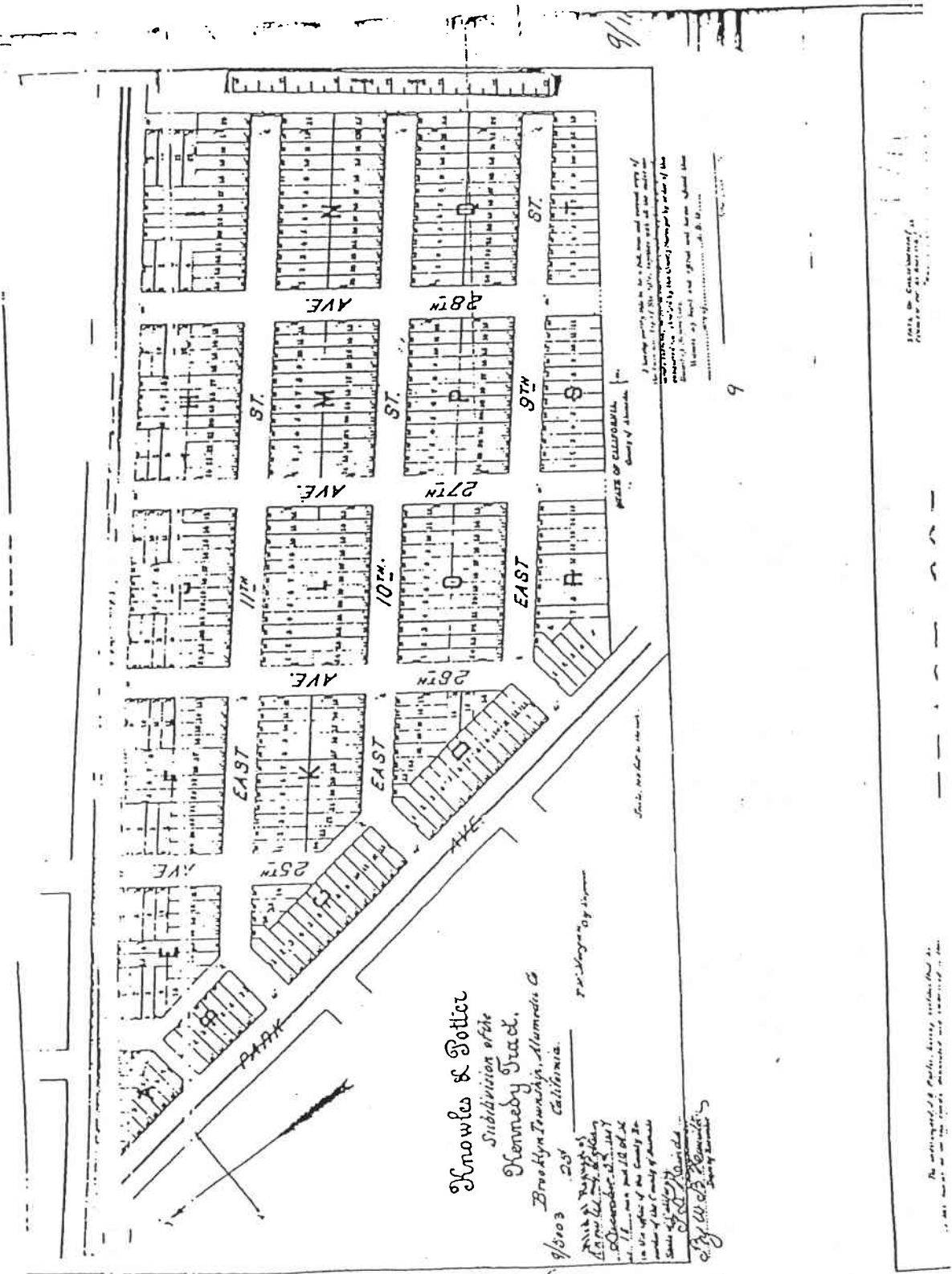
COMPANY
No. 114
OF 114
J.L.E.
HEALTH SYNDICATE CO.
TO
A. WEINSTEIN ET AL

THIS INSTRUMENT made this Fourth day of October A.D. 1922, between Health Syndicate Company a corporation organized and existing under and by virtue of the laws of the State of California and having its principal place of business in the County of San Francisco in said State, the party of the first part, and A. Weinstein and August Weinstein her husband, of the City and County of San Francisco, State of California, the parties of the second part.

Witnesseth, That the said party of the first part for and in consideration of the sum of Ten (10) Dollars gold coin of the United States of America to it in hand paid by the said parties of the second part the receipt whereof is hereby acknowledged, has granted, bargained and sold, conveyed and confirmed unto the said parties of the second part all the right title and interest that said party of the first part may have acquired in and to the following described parcel of land by reason of it having been dedicated and used as a public street, to-wit:

10/19/22
City to Inner

1897



Knowles & Potter
Subdivision of the
Kennedy Tract.

Brooklyn Township, Alameda &
California.

9/30/22

Filed for Record
in the office of the County Clerk
of Alameda County, California
on October 12, 1922
at 10:00 AM

City of Alameda
County of Alameda

9/11

9

The undersigned, City Clerk, hereby certifies that this map was filed in the office of the County Clerk of Alameda County, California, on the 12th day of October, 1922, at 10:00 AM.

The undersigned, City Clerk, hereby certifies that this map was filed in the office of the County Clerk of Alameda County, California, on the 12th day of October, 1922, at 10:00 AM.

Derby Estate Company
to
Contra Costa Water Co.,

and in consideration of the sum of one
Dollars One, Thousand Nine
Hundred and Six,

By and between Derby Estate Company, a corporation, party of the first part, and Contra Costa Water Company, a corporation, party of the second part:

Witnesseth: That said party of the first part for and in consideration of the sum of one dollar (\$1.00) lawful money of the United States to it in hand paid, the receipt whereof is hereby acknowledged, does by the Receipte grant unto said party of the second part, an Easement and Right of Way to lay down and maintain a pipe line beneath the surface of the soil, over, when necessary along the various strips of land situate, being and being in the Townships of Brooklyn, County of Alameda, State of California, and more particularly described as follows, to-wit:—

That certain strip of land is located on the

... on the surface of the ... in such a manner as to cause no obstruction or inconvenience to said party of the first part;

and that the right of way issued privilege hereby granted is not intended as, nor shall it be construed as an indication that the land so described to public use, it therefore a public thoroughfare or otherwise.

Signed, Sealed and the Derby Estate Company, signed in the presence of By its President By its Secretary

(Corporate Seal) State of California, County of Alameda

On this 26th day of June in the year of our Lord One Thousand Nine Hundred and Six, before me, C. L. Corbin, a Notary Public in and for said County and State, ... I duly commissioned ...

State Water Company
Central State Water Co.

The State Water Company
indemnified...
...of the State Water Company

By and between the State Water Company
first party of the first part, and the
State Water Company a corporation of the
second part:

Witnesseth: That said party of the first
part, for and in consideration of the sum of
dollars (\$1.00) lawful money of the United States
to it in hand paid, the receipt whereof is
being acknowledged, does by these presents and
into said party of the second part, assign and
convey and right of conveyance and to ob-
tain a paper title to the surface of the
said land, being and being in the town-
ship of Berkeley, County of Alameda, State of
California, and more particularly described as
follows, to-wit:—

That certain strip of land which would
be included within the present lines of East
Seventh Street, in said County of Alameda,
That were extended eastward from the
line of the City of Oakland, to the West
in Berkeley Township, County of Alameda,
State of California, said lines being in
some distance apart, and running west-
ward in the same general direction as said
line of said East Seventh Street in the
City of Oakland, and said strip of land
referred to being included within the
extended lines of East Seventh Street,
and bounded on the West by the Western
line of the City of Oakland and on the
East by the Eastern line of said East
Street.

It is expressly understood and agreed
on the part of said party of the second
part that said strip of land is to be

RECEIVED

By loppjectop at 8:58 am, Feb 02, 2006

CLEARWATER
G R O U P , I N C.
Environmental Services

**LUCASEY MANUFACTURING
2744 East 11^h Street, Oakland, CA**

**ENVIRONMENTAL USTCF CLAIM /
RESPONSIBLE PARTY /
DATA COLLECTION AND SUMMARY**

January 4, 2006

**CHAIN OF TITLE
DOCUMENTS**

Seller
Grantor

Buyer
Grantee

YR Deed #
1987 87-345563
(Dec 29) APN 019 0093 013

Comanche Investment Company
(CALIF. GEN'L PARTNERSHIP)

Lucasey Manufctg
Corporation, (a
CALIF. CORP.)

Ralph F. Henry, Milton J. Fleisher

1981 Book 131 Pages 24 & 25 Parcel Map 3650
(Nov 4) Parcel A (Property bought by Lucasey from Comanche)
81-187328

1979 79-008379
(Jan 15) Parcel No. 019-0093-013

Reserved ^{by} for
Del Monte Corp.

100% of all oil, gas & mineral geothermal and similar
rights ^{lying} below a depth of 500 feet ... from surface...

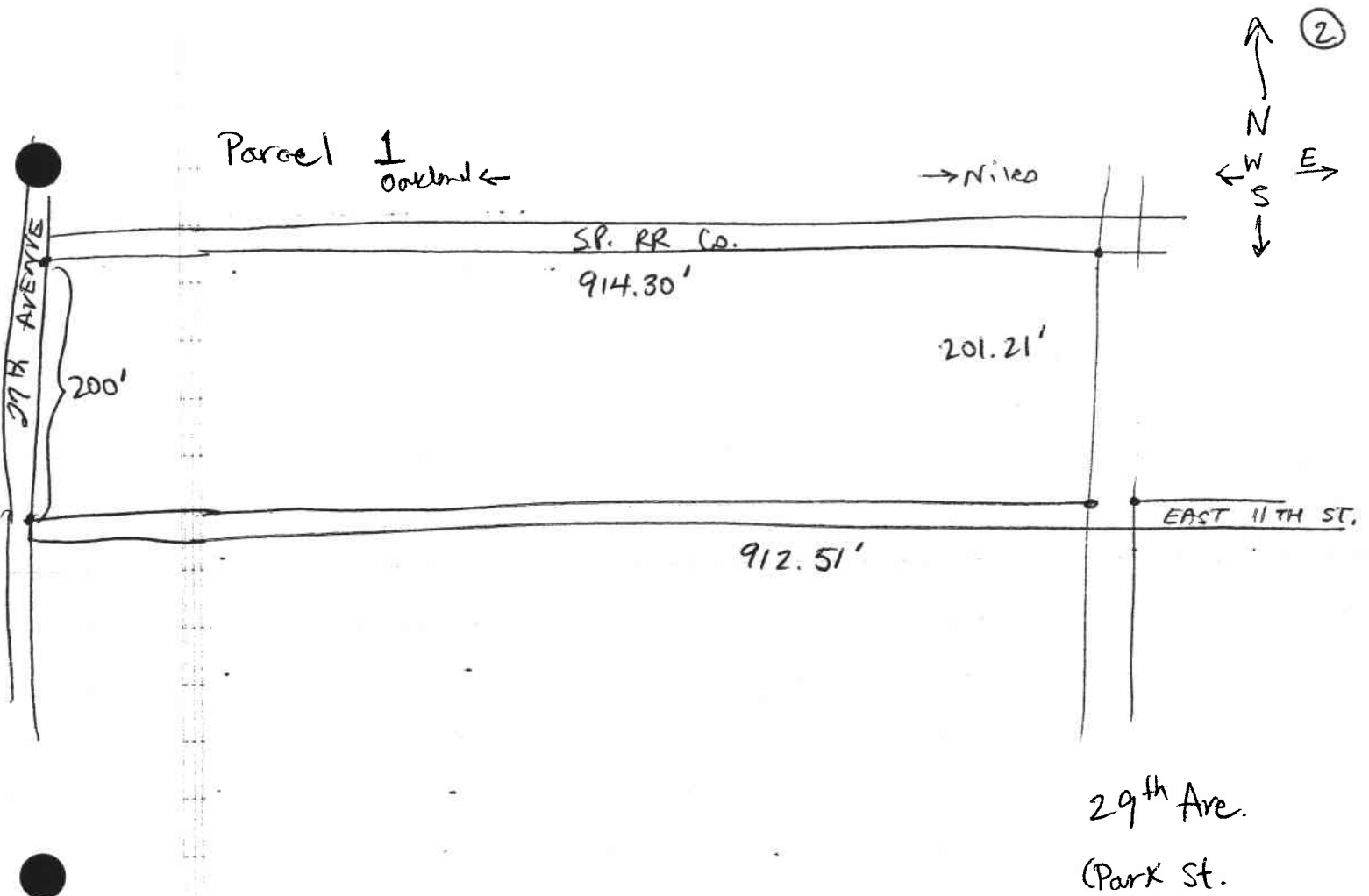
1981 81-151810
(Sept. 4)

Pacific Region Investments ^{Larry J. Orr}
(CALIF. GENL. Partnership) ^{Jeffrey H. Smith}
S & W Enterprises ^{William L. Samuel, Pres.}
(CALIF. CORP.)

Parcel 19-93-10-2

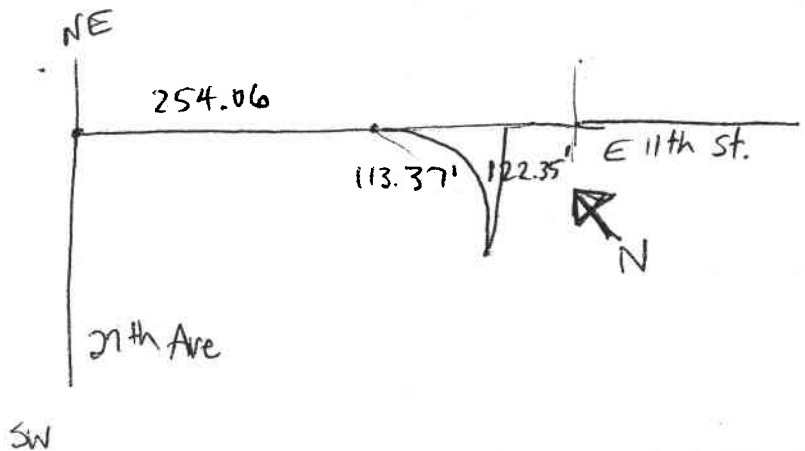
Comanche Investment
Co. (Calif. G. P.)
% Beier & Gunderson
510 3rd St. 94601
Oakland Calif

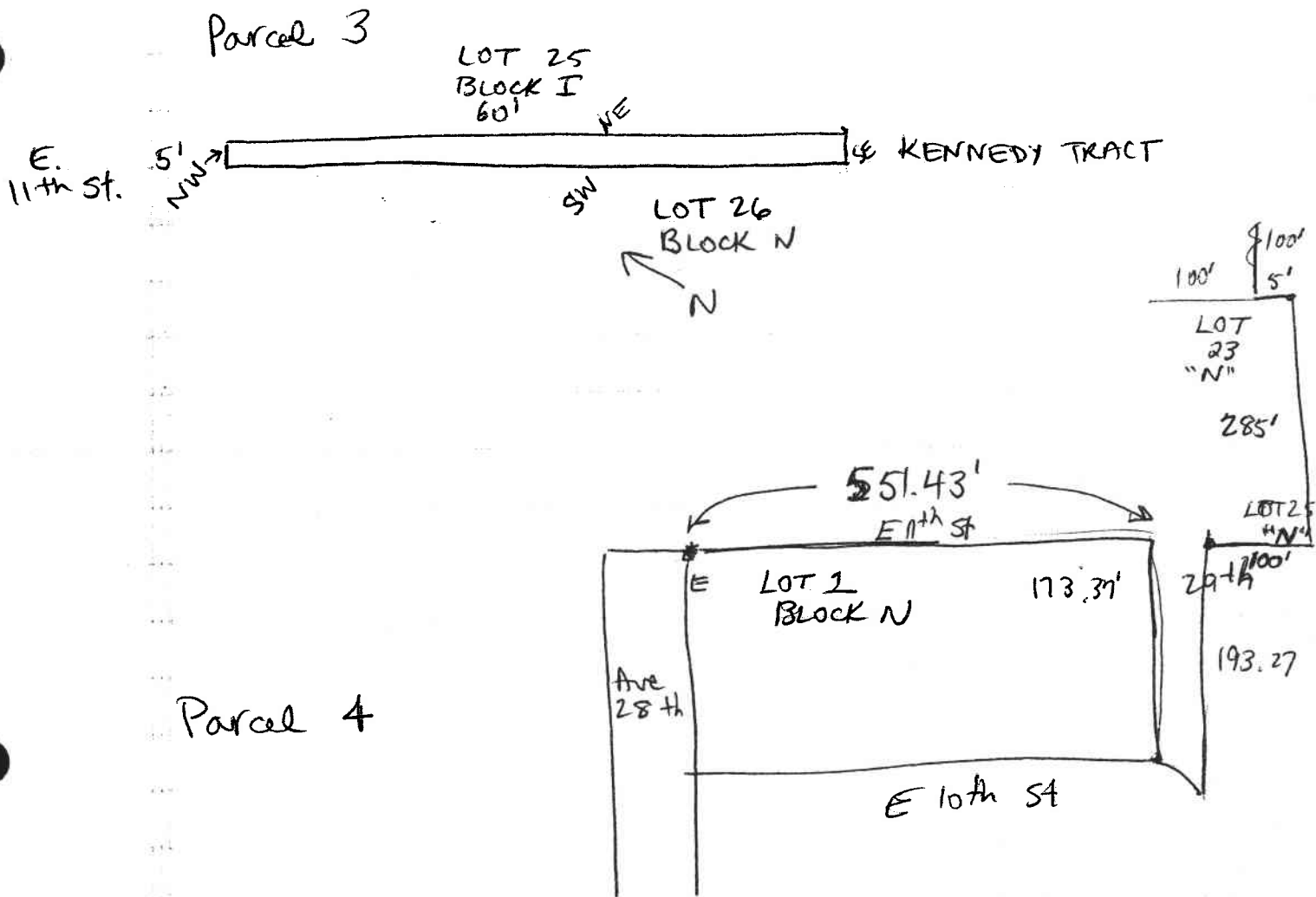
See Parcel 1 & 2 page with 2 references



REFERENCE

- 1) KNOWLES & PETER SUBDIVISION OF THE KENNEDY TRACT,
BROOKLYN TOWNSHIP 12-5-1887
 - 2) MARCH 9, 1912 DEED RECORDED 10-19-22 BOOK 276 PG. 342
ORDNANCE NO. 2267 N.S. CITY OF OAKLAND (11th St. closed
and abandoned)
- Parcel 2?





Parcel 4

YR
?

BLOCK N
GRANTOR
DERBY ESTATE COMPANY
5/20158 (NO DATE)

GRANTEE
H.G. PRINCE & CO.

EXCEPT PORTIONS
4-22-47 BOOK 5155 PAGE (130)

PARCEL 5
LOTS 13-22, LOT 25, LOT 23 (SE 5 ft.) BLOCK N
12-5-87 BOOK 9 PAGE 11 (KNOWLES & POTTER)

YR Deed #

Seller
Grantor

Buyer
Grantee

1981
(8-12)

81-151809

Warehouse Properties
(Calif. Gen'l. Partnership)

S&W Enterprises
(Calif. Corp.)
Pacific Region Inv.
a gen'l Partnership

- Neal J. Nelson
- Bert Barstad JR
- Raymond E. Lewis
- William H. Kerry
- Jeffrey W. Kerry
- James Tsukamoto
- Karen C. Schuyler
- William H. Zenklusen

Note: 1981 sale (5 parcels) are same as transaction on 8-12-81. (same day)

Whse Prop. → PRI/S&W → Comanche

1979
(12-26)

79-021697

Charlotte Nelson

Neal James Nelson

Note: same 5 parcels

1979
(Jan. 9)

79-008379

Del Monte Corp.
(NY Corp.)

Whse. Properties
(Calif Gen'l. Part.)
% Kerry & Assoc.
151 Callam Ave.
San Leandro CA

<u>Year</u>	<u>Deed #</u>	<u>Grantor</u>	<u>Grantee</u>
1978 (8-1)	<u>78-148762</u>	Del Monte Corp.	Whse. Prop. Ca. Gnl. Partn.

excepting mineral rights etc.
Commonly known as 1125 - 29th Ave.

Easements

		<u>Party 1</u>	<u>Party 2</u>
1) 1981 (10-29) (11-30)	Rights... Portion... Within the lines of E. 11th St. <u>81-199120</u>	Comanche (Inv. Co., Ca Corp)	Roadway Express (Del. Corp.)

		<u>Grantor</u>	<u>Grantee</u>
1996 (4-5)	<u>96-84841</u>	Oakland Community Housing, Inc.	Lucasey M. Corp
1997 (7-22) (9-2)	<u>97-224713</u>	? City of Oakland	? Lucasey

		<u>Trustor</u>	<u>Trustee</u>
2002 (1-15) (1-23)	<u>2002-31709</u>	American Securities Co.	Lucasey
	Order # 7600621	<u>Beneficiary</u> WFBank	

		<u>Lucasey Beneficiary</u>	<u>Alliance Title Co.</u>
2004 (10-1)	<u>2004-445204</u>	R in Florida (married/solo)	

Leads - Lucasery

File review on newly found addresses (City of Oakland)

2806 E. 10th St. (Roadway)

1101 29th Ave (Animal Shelter)

Plot Plan review / acquisition

2806 E 10th St (Roadway)

1125 29th Ave Delmonte / Calif. Packing

2744 E. 11th St. Lucasery

1101 29th Ave Animal Shelter

Phase I 1995 when City of Oakland bought 1101 29th Ave

Lawyers

1981 Roadway investigated the property ⁸¹⁻¹⁴²¹²¹ (may have records)
which they had to give to Comanche (may have)

Subdivision 1981 map obtained by Roadway

Deed Sales

1987	Comanche	sells to	Lucasey	
1981	PRI/S&W	sells to	Comanche	8-12-81
1981	Whse Prop.	sells to	PRI/S&W	8-12-81
1979	Charlotte Nelson	sells to	Neal James Nelson	12-26-79
1979	Del Monte	sells to	Whse. Properties	1-9-79
1978	Del Monte	sells to	Whse. Properties	8-1-78

Easements

1997 City of Oakland and Lucasey
 1996 Oakland Comm. Hsg. Inc. and Lucasey
 1981 Comanche and Roadway Express

Loans

2004	^{Beneficiary} Ron Elridge	Trustor Lucasey	Trustee Alliance Title
2002	WFB Bank	American Sec. Co.	Lucasey

28



200445204 10/01/2004 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 25.00

RECORDING REQUESTED BY
Alliance Title Company
AND WHEN RECORDED MAIL TO

REC	
RMF	
MICRO	
RTCF	
LIEN	
SMPP	
PCOR	



Name: Ron Elvidge
Street: 1343 Locust Street
Address: Suite 204
City/State: Walnut Creek, CA 94596
Zip:

Order No. 11283453-504-1111

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

(This Deed of Trust contains a "DUE-ON-SALE" clause)

This DEED OF TRUST, made September 28, 2004, between

Lucasey Manufacturing Corporation, a California corporation, herein called TRUSTOR,
whose address is 2744 East 11th Street, Oakland, CA 94601
(Number and Street) (City) (State) (Zip)

Alliance Title Company, a California Corporation, herein called TRUSTEE, and

Ron Elvidge a married man as his sole and separate property, herein called BENEFIICIARY,

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the City of Oakland, County of Alameda, California, described as:

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

Parcel A. Parcel Map 3650, filed November 4, 1981, Book 131, of Parcel Maps, pages 24 and 25, Alameda County Records, Series No. 81-187328, reserving and excepting therefrom, one hundred per cent (100%) of all oil, gas, mineral, geothermal and similar rights lying below a depth of five hundred feet (500') measured vertically from the surface of said land, but without the right of entry through the surface of said land or the upper five hundred feet (500') thereof, as reserved by Del Monte Corporation, in Deed recorded January 15, 1979, Series No. 79-006379, Alameda County Records

Parcel 2 See Exhibit A attached

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

Together with the rents, issues and profits thereon, subject, however, to the right, power and authority hereinafter given to and conferred upon beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 550,000.00, with interest thereon according to the terms of a promissory note or notes of even date, with a maturity year of 2008, herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and accepts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A of that certain Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B of that certain Fictitious Deed of Trust recorded in the book and page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1298	556	Kings	858	713	Placer	1028	378	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	168	1307	Siskiyou	825	762
Amador	133	438	Lassen	182	367	Riverside	3788	347	Solano	1287	621
Butte	1328	513	Los Angeles	7-3878	874	Sacramento	71-10-28	818	Sonoma	3987	427
Calaveras	189	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	65
Colusa	321	361	Mann	1849	122	San Bernardino	8213	788	Sutter	686	888
Contra Costa	4064	1	Mariposa	60	453	San Francisco	A-804	596	Tehama	467	183
De Norte	101	849	Mendocino	847	99	San Joaquin	2888	283	Trinity	108	888
El Dorado	704	835	Merced	1880	753	San Luis Obispo	1311	137	Tulare	2538	108
Fresno	5052	823	Modoc	181	83	San Mateo	4788	175	Tuolumne	177	180
Glenn	489	76	Mono	88	302	Santa Barbara	2088	881	Yuba	3807	237
Humboldt	501	83	Monterey	357	239	Santa Clara	8828	884			
Imperial	1189	721	Napa	704	742	Santa Cruz	1838	807			
Inyo	163	872	Nevada	383	94	Shasta	800	833			
Kern	3759	690	Orange	7182	18	San Diego	SERIES 3 Book 1984, Page 148774				

Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties are printed on the reverse side hereof) are by the within reference thereto incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The foregoing assignment of rents is absolute unless indicated here, in which case, the assignment serves as additional security.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address hereinafter set forth:

Dated, September 28, 2004

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S. }

On Sept 29, 2004 before me,

Joseph S. Lacey
a Notary Public in and for said County and State, personally appeared

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

WITNESS my hand and official seal.

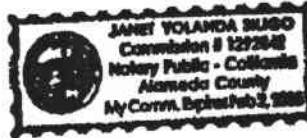
Signature

Joseph S. Lacey

Lacey Manufacturing Corporation

BY:

Joseph Lacey, President



(This area for official notarial seal)

ILLEGIBLE NOTARY SEAL DECLARATION

(Government Code 77361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached, reads as follows:


NAME OF NOTARY PUBLIC: Janet Yolanda Silgo

COMMISSION NUMBER: 1292842

NOTARY PUBLIC STATE: Ca

COUNTY: Alameda

MY COMM. EXPIRES: 02-02-05
(DATE)

SIGNATURE OF DECLARANT: 

PRINT NAME OF DECLARANT: BRIAN DAVID

CITY & STATE OF EXECUTION: BRIAN DAVID
PLEASANTON, CA

DATE SIGNED: 09-30-04

THE ABOVE INFORMATION MUST BE LEGIBLE FOR SCANNING

EXCEPTIONS

AT THE DATE HEREOF, EXCEPTIONS TO THE COVERAGE, IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT, WOULD BE AS FOLLOWS:

1. COUNTY AND CITY TAXES FOR THE FISCAL YEAR 2005 - 2006, A LIEN NOT YET DUE OR PAYABLE.

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, REVENUE AND TAXATION CODE, SECTION 75 ET SEQ.

3. RIGHTS OF THE PUBLIC AND THE CITY OF OAKLAND OVER THAT PORTION OF PREMISES LYING WITHIN THE LINES OF EAST 11TH STREET AS THE SAME NOW EXISTS.

4. AGREEMENT FOR: AGREEMENT AND EASEMENT
DATED: OCTOBER 29, 1981
EXECUTED BY: COMANCHE INVESTMENT CO., A CALIFORNIA CORPORATION
AND BETWEEN: ROADWAY EXPRESS, INC., A DELAWARE CORPORATION
UPON THE TERMS, PROVISIONS, COVENANTS AND CONDITIONS CONTAINED THEREIN,
RECORDED: NOVEMBER 30, 1981, SERIES NO. 81-199120, OFFICIAL RECORDS

5. IN RELATION TO THE ABOVE REFERENCED DOCUMENT, THE EFFECT OF THE FOLLOWING INSTRUMENT ENTITLED: QUITCLAIM DEED

FROM: OAKLAND COMMUNITY HOUSING, INC., A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION

TO: LUCASEY MANUFACTURING CORPORATION, A CALIFORNIA CORPORATION

RECORDED: APRIL 5, 1996, SERIES NO. 96-84841, OFFICIAL RECORDS

6. AGREEMENT FOR: GRANT DEED AND AGREEMENT
DATED: JULY 22, 1997
EXECUTED BY: LUCASEY MANUFACTURING CORPORATION
AND BETWEEN: CITY OF OAKLAND
UPON THE TERMS, PROVISIONS, COVENANTS AND CONDITIONS CONTAINED THEREIN,
RECORDED: SEPTEMBER 2, 1997, SERIES NO. 97-224713, OFFICIAL RECORDS

7. DEED OF TRUST TO SECURE AN INDEBTEDNESS OF

AMOUNT: \$500,000.00
DATED: JANUARY 15, 2002
TRUSTOR: LUCASEY MANUFACTURING CORPORATION
TRUSTEE: AMERICAN SECURITIES COMPANY
BENEFICIARY: WELLS FARGO BANK, N.A.
RECORDED: JANUARY 23, 2002, SERIES NO. 2002-31709, OFFICIAL RECORDS

ORDER NO.: 7600621

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, CITY OF OAKLAND, COUNTY OF ALAMEDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, PARCEL MAP 3650, FILED NOVEMBER 4, 1981, BOOK 131, OF PARCEL MAPS, PAGES 24 AND 25, ALAMEDA COUNTY RECORDS, SERIES NO. 61-187328.

EXCEPTING THEREFROM:

ONE HUNDRED PER CENT (100%) OF ALL OIL, GAS, MINERAL, GEOTHERMAL AND SIMILAR RIGHTS LYING BELOW A DEPTH OF FIVE HUNDRED FEET (500') MEASURED VERTICALLY FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY THROUGH THE SURFACE OF SAID LAND OR THE UPPER FIVE HUNDRED FEET (500') THEREOF, AS RESERVED BY DEL MONTE CORPORATION, IN DEED RECORDED JANUARY 15, 1979, SERIES NO. 79-008379, ALAMEDA COUNTY RECORDS.

ASSESSOR'S PARCEL NO. 019-0093-013

ORDER NO.: 7600621

1. **THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:**

A FEE

2. **TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
LUCASEY MANUFACTURING CORPORATION, A CALIFORNIA CORPORATION**

ORDER NO.: 7600621

8. DEED OF TRUST TO SECURE AN INDEBTEDNESS OF

AMOUNT: \$550,000.00
 DATED: SEPTEMBER 28, 2004
 TRUSTOR: LUCASEY MANUFACTURING CORPORATION, A CALIFORNIA CORPORATION
 TRUSTEE: ALLIANCE TITLE COMPANY, A CALIFORNIA CORPORATION
 BENEFICIARY: RON ELVIDGE, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY
 RECORDED: OCTOBER 1, 2004, SERIES NO. 2004-445204, OFFICIAL RECORDS

(AFFECTS THIS AND OTHER PROPERTY)

9. THE REQUIREMENT FOR SUBMISSION TO THIS COMPANY OF A RESOLUTION OF THE GOVERNING BODY OF LUCASEY MANUFACTURING CORPORATION, AUTHORIZING THE TRANSACTION FOR WHICH THIS REPORT HAS BEEN REQUESTED TOGETHER WITH A COPY OF SUCH CORPORATION'S BY-LAWS. THE RESOLUTION TO DESIGNATE AS WELL THE OFFICERS AUTHORIZED TO EXECUTE ON THE CORPORATION'S BEHALF.
10. ANY AND ALL UNRECORDED LEASES.
11. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT DISCLOSED BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY MAKING INQUIRY OF THE PARTIES OR PERSONS IN POSSESSION OF THE HEREIN DESCRIBED LAND.

*** END OF EXCEPTIONS ***

Recorded at the request of
AMERICAN TITLE COMPANY

714503

Recording requested by:
WELLS FARGO BANK, N.A

When recorded return to:
WELLS FARGO BANK, N.A
Business Lending
177 Park Center Plaza MAC#
A0514-011
San Jose, CA 95113

2002031709 01/23/2002 08:30 AM
OFFICIAL RECORDS OF RECORDING FEE: 48.00
ALAMEDA COUNTY
PATRICK D'CONNELL



14 PGS

ROV
1/23/02

State of California

Space Above This Line For Recording Data

**DEED OF TRUST
(With Future Advance Clause)**

1. **DATE AND PARTIES.** The date of this Deed of Trust ("Security Instrument") is January 15, 2002 and the parties are as follows:

TRUSTOR ("Grantor") LUCASEY MANUFACTURING CORPORATION
whose address is 2744 East 11th Street
Oakland, CA 946011429

TRUSTEE: AMERICAN SECURITIES COMPANY
c/o Corporate Secretary
MAC# 0101-121
463 California Street
San Francisco, CA 94163

BENEFICIARY ("Lender") WELLS FARGO BANK, N.A
Business Lending
177 Park Center Plaza MAC# A0514-011
San Jose, CA 95113

2. **CONVEYANCE.** For valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, all of that certain real property (the "Real Property") located in the County of Alameda, State of California, described as follows.

See Exhibit A attached hereto and made a part hereof

with the address of 2744 East 11th Street, Oakland, CA 94601, Assessor's Parcel No. 019-0093-013, together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water, waste water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be attached to or placed upon the Real Property, and all utility rights, connections, permits, licenses, deposits, plans, specifications, certificates, privileges and other interests relating to the Real Property, and all proceeds, revenues, rents, leases, insurance proceeds and other rights arising from or relating to any of the foregoing (the Real Property and all other property collectively referred to as the "Property")

Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the personal property described above. Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
 - A. Debt incurred under the terms of the promissory note, credit agreement, confirmation letter and disclosure or other evidence of debt (the "Note") dated January 15, 2002 in the principal amount of \$500,000.00, executed by LUCASEY MANUFACTURING CORPORATION (the "Borrower"), together with all extensions, renewals, modifications or substitutions.
 - B. All future advances from Lender to Borrower under such evidence of debt. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances which exceed the amount shown in Section 3. Any such commitment must be agreed to in a separate writing.
 - C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value or Lender's liens and interests, and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
 - D. Additional loans and advances made by Lender to Grantor and/or Borrower with interest thereon, late charges, prepayment penalties, attorneys fees, and any other fees and charges according to the terms of any additional promissory notes, credit agreements, and extension, modification or revision agreement, provided that such notes and/or agreements specifically recite that they are secured by this Deed of Trust.
4. **PAYMENTS.** Borrower shall pay the Secured Debt as it becomes due, and Borrower and Grantor shall strictly perform all of their respective obligations under the Note and this Security Instrument.
5. **WARRANTY OF TITLE.** Grantor warrants that Grantor holds good and marketable title to the Property in fee simple, and has the right to irrevocably grant, sell and convey the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
6. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Grantor receives from the holder of such prior liens.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
7. **TAXES AND OTHER CHARGES; CLAIMS AGAINST TITLE; SUBROGATION.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property, or any part thereof or interest thereon, whether senior or subordinate hereto, when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor agrees to preserve the priority of the lien and security interest created hereunder as a first priority lien and first priority perfected security interest, as applicable. Grantor will defend title to the Property against any claims that would impair the liens of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property. In the event any portion of the Secured Debt is advanced to pay amounts secured by any prior lien or security interest (the "Prior Liens") on the Property, Lender shall be subrogated to all of the liens, security interests, rights, powers and equities of the owners and holders of said indebtedness and Prior

Liens, and it is agreed that the Prior Liens are hereby renewed, extended and carried forward by this Security Instrument in full force and effect to secure payment of the Secured Debt

8. **DUE ON SALE OR ENCUMBRANCE.** Grantor promises not to sell, lease, rent or otherwise convey any portion of the Property without Lender's prior written consent until all Secured Debt has been fully paid and satisfied. Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Property or any interest therein without Lender's prior written consent, then at its option Lender may declare the Secured Debt immediately due and payable, except to the extent such action may be prohibited by law.
9. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will not remove or demolish the Property, or any part thereof. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit, and Grantor will not rely on Lender's inspections in any manner whatsoever.

10. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

11. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the property is a unit in a Condominium Project or is part of a Planned Unit Development ("PUD"), Grantor agrees to the following:

A. **Obligations.** Grantor shall perform all of Grantor's obligations under the Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project or PUD and any homeowners association or equivalent entity ("Owners Association"), (ii) by-laws, (iii) code of regulations, and (iv) other equivalent documents. Grantor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. **Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project or PUD which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then Grantor's obligation under Section 19 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Grantor shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance

proceeds in lieu of restoration or repair following a loss to Property, whether to the unit or to common elements, any proceeds payable to Grantor are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to Grantor.

C. **Flood Insurance.** Grantor agrees to maintain flood insurance for the life of the Secured Debt which is acceptable, as to form, amount and extent of coverage to Lender.

D. **Public Liability Insurance.** Grantor shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

E. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Grantor in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sum secured by the Security Instrument as provided in Section 18.

F. **Lender's Prior Consent.** Grantor shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to (i) the abandonment or termination of the Condominium Project or PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain, (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender, (iii) termination of professional management and assumption of self-management by the Owners Association, or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

G. **Remedies.** If Grantor does not pay condominium or PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this section shall become additional debt of Grantor secured by this Security Instrument. Unless Grantor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement as specified herein and shall be payable, with interest, upon notice from Lender to Grantor requesting payment.

12. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Grantor agrees to pay (i) all of Lender's expenses if Grantor breaches or fails to perform any covenant, obligation or agreement of Grantor in this Security Instrument, (ii) any amounts incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property, and (iii) all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's liens, security interests, and other rights under this Security Instrument. These amounts may include, but are not limited to, attorneys' fees, court costs, and other legal expenses, including (without limitation) reasonable attorneys' fees (outside counsel fees as well as allocated costs of Bank's in-house counsel, to the extent legally permitted) incurred in connection with enforcing Bank's rights, collecting any amounts due, protecting Bank's interests in any bankruptcy proceeding relating to Grantor or this Security Instrument (including without limitation, cash collateral, valuation, stay, transfer and preference actions, and general monitoring), and prosecuting or defending any actions relating to this Security Instrument or the Secured Debt, including actions for declaratory relief. These amounts, costs and expenses shall bear interest from the date paid or incurred until paid in full at the highest interest rate in effect with respect to any Secured Debt, and shall be paid by Grantor to Lender immediately upon Lender's request, to the extent allowed by applicable law. This Security Instrument shall remain in effect until released.
13. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environment Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance, and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or

contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material", "toxic substances", "hazardous waste", "hazardous substance", or "regulated substances" under any Environmental Law.

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property used in compliance with all Environmental Laws.

B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.

D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

14. **CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

15. **INSURANCE.** Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires or is required by applicable law. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

If Lender determines at any time during the term of the Secured Debt that the Property securing the Secured Debt is not covered by flood insurance or is covered by flood insurance in an amount less than the amount required by law, Lender will notify Grantor that Grantor should obtain flood insurance at Grantor's expense. If Grantor fails to obtain adequate flood insurance which is acceptable to Lender, Lender shall purchase flood insurance on Grantor's behalf at Grantor's expense.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause", with losses payable to Beneficiary where applicable. Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or

repair of the Property or to the Secured Debt whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

16. **ESCROW FOR TAXES AND INSURANCE.** At Beneficiary's option and upon its demand, Grantor shall, until all Secured Obligations have been paid in full, pay to Beneficiary monthly, annually or as otherwise directed by Beneficiary an amount estimated by Beneficiary to be equal to (a) all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Subject Property and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, other hazard and mortgage insurance next due. All amounts so paid shall not bear interest, except to the extent and in the amount required by law. So long as there is no Default, Beneficiary shall apply said amounts to the payment of, or at Beneficiary's sole option release said funds to Grantor for application to and payment of, such taxes, assessments, levies, charges and insurance premiums. If a Default exists, Beneficiary at its sole option may apply all or any part of said amounts to any portion of the Secured Debt and/or to cure such Default, in which event Grantor shall be required to restore all amounts so applied, as well as to cure any Default not cured by such application. Grantor hereby pledges, transfers and grants to Beneficiary a security interest in all amounts so paid and held in Beneficiary's possession, and all proceeds thereof, to secure the payment and performance of the Secured Debt. Upon assignment of this Deed of Trust, Beneficiary shall have the right to assign all amounts collected and in its possession to its assignee, whereupon Beneficiary and Trustee shall be released from all liability with respect thereto. The existence of said impounds shall not limit Beneficiary's rights under any other provision of this Deed of Trust or any other agreement, statute or rule of law. Within ninety-five (95) days following full repayment of all Secured Obligations (other than as a consequence of foreclosure), the balance of such amounts in Beneficiary's possession shall be paid to Grantor, and no other party shall have any right or claim thereto.
17. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
18. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and several. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.
- Grantor agrees that Lender may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
19. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or as shown in Lender's records, or to any other address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors.

20. **ARBITRATION PROGRAM; AGREEMENT FOR BINDING ARBITRATION.**

Arbitration. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise arising out of or relating to in any way (i) the loan and related loan and security documents which are the subject of this Deed of Trust and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination, or (ii) requests for additional credit.

Governing Rules. Any arbitration proceeding will (i) proceed in a location in California selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties, and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral, (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession, or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators, provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of California or a neutral retired judge of the state or federal judiciary of California, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of California and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the California Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be

entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date and within 180 days of the filing of the dispute with the AAA. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

Class Proceedings and Consolidations. The resolution of any dispute arising pursuant to the terms of this Deed of Trust shall be determined by a separate arbitration proceeding and such dispute shall not be consolidated with other disputes or included in any class proceeding.

Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the documents or any relationship between the parties.

Real Property Collateral Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration. If any such Dispute is not submitted to arbitration, the Dispute shall, at the election of any party, be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with said Section 638. A referee with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645.

21. **THIRD PARTY GRANTOR** In the event Grantor is not also the Borrower.
- (i) Grantor represents and warrants to Lender that this Security Instrument is executed at the request of the Borrower, Grantor will not, without prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of all or substantially all of the Property, and Grantor has established adequate means of obtaining from Borrower, on a continuing basis, financial and other information pertaining to the financial condition of Borrower. Grantor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect the risks of Grantor, and Grantor further agrees that Lender has no obligation to disclose to Grantor information or material acquired in the course of Lender's relationship with Borrower.
 - (ii) Grantor hereby waives any right to require Lender to proceed against any person, including Borrower, proceed against or exhaust any collateral held from Borrower or any other

person, pursue any other remedy in Lender's power, or make any presentments, demands for performance or give any notices of nonperformance, protests, notices of protest of dishonor in connection with the Secured Debt and this Security Instrument

(iii) Grantor also waives any defense arising by reason of any disability or other defense of Borrower or any other defense of Borrower or any other person, the cessation from any cause whatsoever, other than payment in full of the obligations of Borrower under this Security Instrument and Secured Debt, the application by Borrower of the proceeds of the Secured Debt, for purposes other than the purposes represented by Borrower to Lender or intended or understood by Lender to Grantor, any act or omission by Lender which directly or indirectly results in or aids the discharge of Borrower by operation of law or otherwise, including any impairment or loss of any right of reimbursement or subrogation or any right or remedy of Grantor against Borrower or any against any security resulting from the exercise or election of any remedies by Lender, including, without limitation, election by Lender to exercise any of Lender's rights, now or hereafter obtained, under any power of sale set forth in any deed of trust securing repayment of the indebtedness of Borrower and the consequent loss, limitation or impairment of the right to recover any deficiency from Borrower in connection therewith or due to any fair value limitations or determinations in connection with a judicial foreclosure; or any modification of the Secured Debt in any form whatsoever, including, without limitation, the renewal, extension, acceleration or other change in time for payment or any increase in the rate of interest. Until all amounts secured shall have been paid in full, Grantor further waives any right to enforce any remedy which Lender now has or may hereafter have against Borrower or any other person and waives any benefit of, or any right to participate in, any security whatsoever now or hereafter held by Lender.

(iv) Grantor acknowledges, warrants and agrees that each of the waivers set forth in this section are made with the full knowledge of their significance and consequence and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of said waivers are determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law.

22. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION** This Security Instrument is governed by the laws of the State of California and applicable federal law. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
23. **COLLECTION OF RENTS.** Lender confers on Grantor the authority to collect and retain rents, issues and profits of the Property ("Rents") as they become due and payable, subject, however, to the right of Lender to revoke said authority at any time in its sole discretion and without notice to Grantor. Lender may revoke said authority and collect and retain the Rents, whether or not Grantor is in default, and without taking possession of all or any of the Property. At Lender's request, Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor irrevocably designates Lender as Grantor's attorney-in-fact to receive, endorse, negotiate and collect payments, checks and instruments. The right to collect Rents shall not grant to Lender or Trustee the right to possession, except as otherwise expressly provided, nor impose upon Lender or Trustee the duty to collect or produce Rents or maintain the Property in whole or in part.

Grantor agrees that this conferral of authority is immediately effective between the parties, and is effective as to third parties on Grantor's default when Lender takes actual possession of the

Property, when a receiver is appointed, or as the law otherwise provides. Grantor agrees that Lender or Trustee may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Grantor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Grantor will endorse and deliver to Lender any Rents in Grantor's possession and any Rents subsequently coming into Grantor's possession and will not be commingled with any other funds. All such Rents will be held in trust for and delivered to Lender, and any amounts collected will be applied as provided in this Security Instrument. Grantor warrants that no default exists under the leases or any applicable law. Grantor agrees to require tenants to comply with the terms of the leases and applicable law.

24. **DEFAULT.** Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due, or if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
25. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law after default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or at any time thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser with covenants of general warranty made on behalf of Grantor, and after first paying all fees, charges and costs of the sale, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt paying the surplus, if any, in accordance with applicable law. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

26. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove the Trustee (or any successor trustee) and appoint a successor trustee by an instrument in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and

duties conferred upon the Trustee by this Deed of Trust and applicable law

27. **OBLIGATIONS OF MARRIED PERSONS.** In addition to the rights of Lender under applicable community property laws, every Borrower who is married expressly agrees that recourse may be had against his or her separate property for all of his or her obligations to Lender, in addition to the other property that may be subject to rights of Bank.
28. **STATEMENT OF CONDITION** From time to time, as required by law, Lender shall furnish to Grantor or its agent such statements as may be required concerning the condition of the Secured Debt. Lender will charge a fee for such statement equal to \$60 or such other fee as may be permitted by law.
29. **RECONVEYANCE.** Upon payment of all sums and performance of all obligations secured by this Security Instrument, and termination of any line of credit or commitment secured hereby, at Grantor's request, Lender shall request Trustee to reconvey the Property and shall surrender his Security Interest and any note or instrument evidencing the Secured Debt to the Trustee. Trustee shall reconvey, without warranty, the Property or that portion secured by this Security Instrument. To the extent permitted by law, the reconveyance may describe the grantee as "the person or persons legally entitled thereto". Neither Lender nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. Lender will charge a fee for such reconveyance equal to \$65 or such other fee as may be permitted by law.
30. **AGREEMENT FOR BINDING ARBITRATION.** Lender and Grantor agree to the terms of the Arbitration Program set forth in paragraph 20 above concerning the resolution of Disputes.
31. **FINAL AGREEMENT.** To the extent allowed by law, the parties hereto agree to be bound by the terms of the following notice

NOTICE: THIS DOCUMENT AND ALL OTHER DOCUMENTS RELATING TO THIS LOAN CONSTITUTE A WRITTEN LOAN AGREEMENT WHICH REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS LOAN.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security instrument.

GRANTOR:

LUCASEY MANUFACTURING CORPORATION

By: *Joseph Lucasey*
Name: JOSEPH LUCASEY
Title: President

By: *Theresa Lucasey*
Name: Theresa Lucasey
Title: Secretary

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS

On January 17, 2002 before me, MIKE BARRY
a Notary Public in and for said County and State, personally appeared
JOSEPH LUCASEY AND THERESA LUCASEY

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

WITNESS my hand and official seal.



Signature Mike Barry

EXHIBIT A

(Description of Property)

Parcel A, Parcel Map 3650, filed November 4, 1981, book 131, of Parcel Maps, pages 24 and 26, Alameda County Records, Series No. 81-187328, excepting therefrom, one hundred per cent (100%) of all oil, gas, mineral, geothermal and similar rights lying below a depth of five hundred feet (500') measured vertically from the surface of said land, but without the right of entry through the surface of said land or the upper five hundred feet (500') thereof, as reserved by Del Monte Corporation, in Deed recorded January 15, 1979, Series No. 79-008379, Alameda County Records.

Assessor's Parcel No: 019-0093-013

OWNER'S STATEMENT

The undersigned, does hereby certify that it is the owner of all the lands delineated and contained within the boundary lines upon the herein recited map entitled "PARCEL MAP NO. 6301, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA"; that it is the owner of said land by virtue of the Grant Deed recorded November 6, 1981 under sales number 81-166486, Official Records of Alameda County, that it consents to the preparation and filing of this map.

ROADWAY EXPRESS INC., a Delaware corporation

[Signature]

OWNER'S ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF SUMMIT

On this 21st day of October, 1992, before me, Thomas R. Berman, a Notary Public, in and for said State, personally appeared J. D. Cunningham, known to me or proved by satisfactory evidence to be the Vice President of ROADWAY EXPRESS INC., a Delaware corporation, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal, this 21st day of October, 1992.

My commission expires: 11-24-94

PLANNING STATEMENT

This map was prepared by me or under my direction and based on a base map in conformance with the Subdivision Map Act and local ordinance as the request of Oakland Community Housing, Inc. in December 1991. I hereby state that this Parcel Map conforms to the approved or conditionally approved Tentative Map, if any. I further state that all measurements are of the subdivision and survey the positions indicated and are sufficient to enable the survey to be retraced.

Dated: October 21, 1992 *[Signature]*
Notary Public, U.S. No. 4632
Exp. Exp. 9-28-95

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

I, William Matthews, Clerk of the Board of Supervisors of the County of Alameda, State of California, hereby certify, as amended below that:

An approved land has been filed with the Supervisor of the said County and fees in the amount of \$ _____ calculated for the payment of all taxes and special assessments collected on taxes which are now a lien against said land or any part thereof but not yet paid.

All taxes and special assessments collected on taxes have been paid, as certified by the Treasurer-Tax Collector of the County of Alameda.

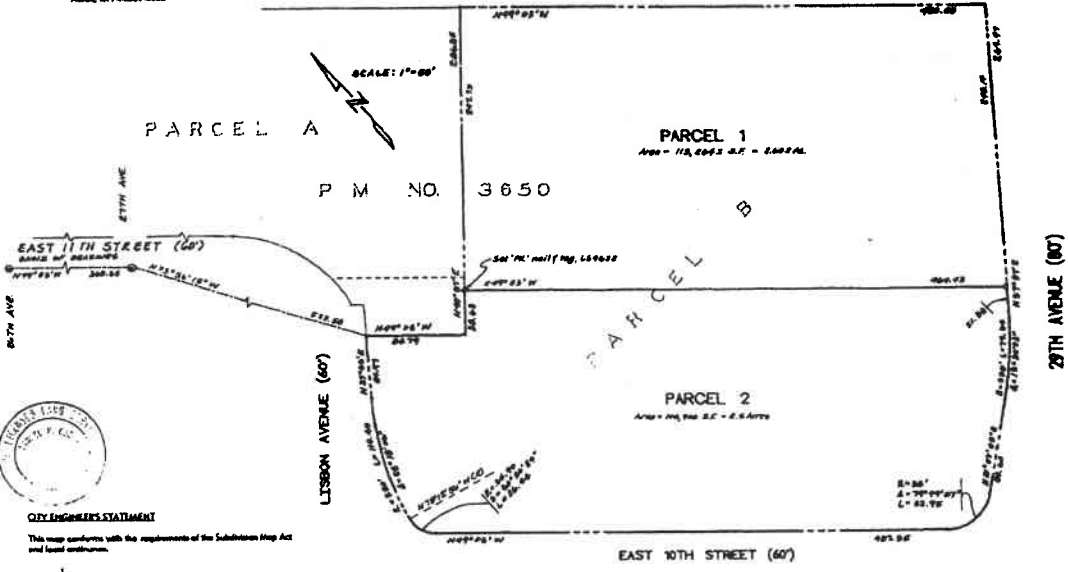
In witness whereof, I have hereunto set my hand this 21st day of October, 1992

William Matthews
Clerk of the Board of Supervisors of the County of Alameda, State of California.

RECORD DATES

Roadway Express Inc.
1077 George Blvd.
Alameda, CA 94501-0208

SOUTHERN PACIFIC R.R. (100')



CITY ENGINEER'S STATEMENT
This map conforms with the requirements of the Subdivision Map Act and local ordinance.

Dated: October 21, 1992 *[Signature]*
Tom J. Berman, E.C.E. 22013
Exp. Exp. 12-31-93
City Engineer of the City of Oakland

RECORDERS CERTIFICATE
I find this map of Subdivision 1992-00000 to be in full compliance with the provisions of the Subdivision Map Act and local ordinance.

Patrick O'Connell, County Recorder
in and for the County of Alameda,
State of California.



- LEGEND
- Exterior Boundary, PM No. 6301
- F.C. Standard Monument
- Set 3/4" Iron Pipe and top L.S. 4632

DATE OF RECORD
This file between the monuments on East 11th Street, between 28th and 27th Avenues street fronts on 7/4" x 3/4" x 1/2" later as both 4' x 4' street

PARCEL MAP NO. 6301
CITY OF OAKLAND
ALAMEDA COUNTY, CALIFORNIA
A SUBDIVISION OF PARCEL 1
PARCEL MAP NO. 5086 (S 1 & 2)
SAMUEL HUBBARD
LAND SURVEYOR
OAKLAND, CALIFORNIA
NOVEMBER, 1992

1066' W/4
Description: Alameda, CA Parcel Map 205.47 Page: 1 of 1
Order: 6301 Comment:

RECORDING REQUESTED BY
FIRST AMERICAN TITLE
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

LUCASEY MANUFACTURING CORP.
2744 E. 14TH STREET
Oakland, CA 94601
Attn: Hugh K. Phares, III

Recorded in Official Records, Alameda County
Patrick O'Connell, Clerk-Recorder

65.00

97224713 2:19pm 09/02/97

000 000400 20 14 000000
000 000 10 14.00 01.00 0.00 0.00 0.00 0.00
0.00 0.00

Escrow No. 157188

Split above this line for recorder's use
(RE: PARCEL MAP NO. 6301)

GRANT DEED AND AGREEMENT

THIS GRANT DEED AND AGREEMENT is made as of July 22, 1997, by and between LUCASEY MANUFACTURING CORPORATION ("Lucasey") whose address is 2744 East 14th Street, P. O. Box 14023, Oakland, CA 94614, and the CITY OF OAKLAND, a chartered corporate entity and political subdivision of the State of California ("Oakland"), whose address is 1330 Broadway, Suite 1001, Oakland, CA 94612, Attn: Ron Basrich.

WHEREAS, Oakland, is the successor in interest to Roadway Corporation, as to Parcel 1 as identified on Parcel Map No. 6301, for the City of Oakland, Alameda County, being a further subdivision of Parcel B identified on Parcel Map No. 3650, for the City of Oakland, Alameda County ("Oakland Property"); and

WHEREAS, Lucasey is the successor in interest to Comanche Investment Co., a California partnership, as to Parcel A, as identified on Parcel Map No. 3650, for the City of Oakland, Alameda County ("Lucasey Property"); and

WHEREAS, Comanche and Roadway entered that certain Agreement dated June 29, 1981 (Alameda County Clerk's No. 81-142121), whereby Comanche granted Roadway an easement over a portion of Parcel A (Alameda County Clerk's No. 81-199120), which easement was for ingress, egress and utilities, such easement being generally located in that area which had been dedicated for streets prior to abandonment by Oakland ("1981 Easement"); and

WHEREAS, public utilities have been installed underground within the area of the 1981 Easement; and

WHEREAS, changed circumstances have made it mutually desirable to change the area and scope of the 1981 Easement and the burdens of the 1981 Easement;

NOW, THEREFORE, the parties agree as follows:

1. **Perimeter Wall or Fence.** Oakland shall install a suitable wall or fence approximately eight feet in height along the entire northeasterly boundary of the Oakland Property adjoining the railroad right-of-way and shall continue said wall or fence a distance of approximately forty-five (45) feet along the northeasterly boundary of the Lucasey Property, and terminating at the easternmost corner of the existing building on the Lucasey Property. Following such initial installation by Oakland, neither party shall have any further obligation to the other with respect to the maintenance of this fence.

2. **Underground Utility Easement.** Oakland hereby abandons the 1981 Easement for above ground uses and purposes, however, Oakland retains the right to use the area of the 1981 Easement for extension of existing underground sewer and storm drainage utilities

GRANT DEED AND AGREEMENT (7/22/97)
REP: UC:\MS\UC\W\H\AL\EST\AGRT.722

Page 1

97-224713

9/2/97

("Underground Utility Easement"). Oakland shall be permitted to connect into the existing utility systems lying within the area of the Underground Utility Easement, as well as make such modifications to said existing utility systems as may be necessary to provide utility services to the Oakland property. Oakland shall repair or replace any pavement damaged in the maintenance, installation or removal of utilities from or in the Underground Utility Easement.

3. Access Easement. Lucasey hereby grants to Oakland a non-exclusive perpetual easement for the installation, operation, maintenance and replacement of a vehicular ingress and egress easement area for use only by Oakland's employees, agents and contractors, and excluding use by all others, said easement area being twenty-four (24) feet in width extending over, across and through the Lucasey property from the curve of Lisbon and Eleventh Streets to the Oakland property, as said easement area is more particularly described on Exhibit "A" attached hereto and made a part hereof ("Access Easement").

4. Fee Conveyance of Parking and Back-Up Areas from Oakland to Lucasey, Subject to Power of Termination. Oakland hereby grants to Lucasey in fee simple that certain real property located in the City of Oakland, County of Alameda, State of California and more particularly described as those areas of the Oakland Property labeled and described respectively as "Parking Area" and "Back-Up Area" on Exhibits "B-1", "B-2", "B-3" and "B-4" attached hereto and made a part hereof, excepting and reserving therefrom one hundred percent (100%) of all oil, gas, mineral, geothermal and similar rights to that portion of said land lying below a depth of Five Hundred feet (500') measured vertically from the surface of said land, but without the right of entry through the surface of said land or the upper Five Hundred feet (500') thereof, as reserved in the Deed from Del Monte Corporation to Warehouse Properties recorded January 15, 1979, Series No. 79-8379; provided further, however, that this conveyance in fee simple is made subject to the condition subsequent that upon any abandonment or termination of the Access Easement as described in Section 7 below, Oakland shall have the right to reenter and power to terminate said fee estate of Lucasey, and upon exercise of such power of termination, fee title to said Parking and Back-Up Areas shall revert to and vest in Oakland as of its first and former estate. So long as such conditional right of reentry and power of termination continue to be vested in Oakland, Lucasey covenants and agrees that said Parking Area and Back-Up Area shall be used only for vehicle parking and maneuvering and for no other purpose including, without limitation, open space storage and/or construction of improvements other than improvements associated with vehicle parking.

4.1. Escrow; Title Insurance. An escrow for this transaction shall be opened by Oakland with First American Title Insurance Company of 1535 Harrison Street, Oakland, California 94612 ("Escrow Agent"). Oakland and Lucasey shall deposit with Escrow Agent an executed and acknowledged original of this Agreement for recordation on the Alameda County records upon issuance to Lucasey of First American Title's standard CLTA owner's policy of title insurance in the amount of \$20,000 on its usual form insuring title to said Areas as vested in Lucasey, subject to no exceptions other than an exception for current real property taxes not yet delinquent and other exceptions, if any, approved in writing by Lucasey. Lucasey's obligations under this Agreement are conditioned upon issuance of such title insurance. The policy shall include CLTA Endorsement 101.4 insuring Lucasey against any loss by reason of any mechanics' liens arising from any work of improvement under construction or completed on the closing date. The title premium shall be paid by Lucasey. Any transfer tax shall be paid by Oakland. The Escrow Agent's fee and all other expenses incurred in escrow shall be paid 50% by Lucasey and 50% by Oakland.

4.2. Property Information. Oakland promises to furnish Lucasey, upon execution hereof, with copies of all contracts affecting said Areas and to provide Lucasey with any and all surveys, soils tests, environmental or other studies, site analyses, proposed parcel or

subdivision maps, correspondence to or from governmental authorities or others relating to said Areas, and all architectural and engineering plans and specifications, and any other information in Oakland's possession relating to said Areas which would be necessary or useful to the ownership, use and operation of said Areas.

4.3. Warranties by Oakland.

4.3.1. **Covenant of Title.** As a covenant that will survive the recordation of this conveyance, Oakland warrants that Oakland holds marketable and insurable fee title to said Areas, free and clear of all liens, claims, encumbrances, easements or encroachments, and that said Areas are not and upon recordation hereof shall not be the subject of any proposed assessment or assessment lien by reason of any work or improvement completed or installed by Oakland either before or after transfer of title to Lucasey.

4.3.2. **Subdivision Map Act.** Oakland warrants that the division of said Areas from the Oakland Property complies with the Subdivision Map Act and local subdivision ordinances, and that no final subdivision map, parcel map, or governmental permit or approval is required to lawfully transfer title to said Areas to Lucasey, or if required, Oakland shall, prior to transfer of title to Lucasey, prepare, process and obtain approval of applications for any parcel map waiver, lot line adjustment or other governmental permit or approval required for Lucasey's use of said Areas as a part of the Lucasey Property.

4.3.3. **No Violation of Laws.** Oakland warrants that there is not now, and as of the close of escrow there will not be, any violation of any law, ordinance, rule, or administrative or judicial order affecting the property, nor is there any condemnation, zoning change, or other proceeding or action (including legislative action) pending, threatened, or contemplated by any governmental body, authority, or agency that will in any way affect access to or use of said Areas as an expansion of the Lucasey Property, and that no litigation is pending on the use, operation, development, condition, or improvement of said Areas, or on any right, title, or interest therein. Oakland agrees that upon transfer of title to Lucasey there will be no contracts, licenses, commitments, or undertakings respecting maintenance of said Areas, or performance of services thereon, or relating to its use by which Lucasey would become obligated or liable to any person or entity, except such contracts as shall have been approved in writing by Lucasey.

4.3.4. **Environmental Compliance.** Oakland hereby represents and warrants that to the best of Oakland's knowledge, and except as otherwise disclosed by that certain environmental report of May 30, 1995 prepared by Moju Environmental Technologies; a letter from Roadway Services, Inc., to Oakland, dated August 16, 1995 and a "no further action" letter from the Alameda County Health Care Services Agency to Roadway Express, dated September 29, 1995, a copy of which report and which letters are provided, Lucasey specifically acknowledging receipt hereof, but which are incorporated by reference only, that no obvious source areas for contaminants were identified at the site. No compounds of concern in soil except low levels of lead, toluene, and acetone were discovered. Groundwater samples have reported concentrations of tetrachloroethene. Based on the environmental report, no source area has been discovered for the tetrachloroethene contaminants. Said "no further action" letter has been issued by the regulator regarding the groundwater contamination. Oakland has not generated, or deposited any hazardous material, there has been no release, storage, treatment, or disposal of any hazardous materials on, under, or from the property; and that no hazardous materials have been transported from the property. Lucasey understands and acknowledges that Oakland has not undertaken any investigation or inspection of the property, other than that disclosed herein, with regard to environmental matters and that both Oakland and Lucasey are relying solely on the Environmental Report as the only investigation and in-

inspection undertaken by Oakland with regard to these matters. Oakland agrees to indemnify, protect, hold harmless, and defend Lucassey, its directors, officers, employees, and agents, and any successors to Lucassey's interest in the chain of title to said Areas, from and against any and all liability, including without limitation (1) all consequential damages, directly or indirectly arising from the use, generation, storage, or disposal of hazardous materials by Oakland or any prior owner, occupant, or operator of said Areas; and (2) the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary before or after transfer of title to Lucassey, to the full extent that such liability is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on said Areas before such transfer of title. Oakland's indemnity shall survive transfer of title to Lucassey.

4.4. **Additional Documents.** Oakland and Lucassey agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

4.5. **Surface and Fencing Improvements.** Concurrently with its installation of the electronic gates within the Access Easement, Oakland shall complete the following improvements with respect to the Parking and Back-Up Areas for the benefit of Lucassey:

4.5.1. **Paving and Striping.** Oakland shall pave and stripe the Parking and Back-Up Areas with surfacing materials appropriate and suitable for the weight and volume of heavy truck traffic within the Back-Up Area, and for automobiles and light trucks within the Parking Easement Area. Ten (10) standard size parking spaces shall be provided within the Parking Easement Area. Following such initial installation by Oakland, Oakland shall have no further obligation with respect to the maintenance of the paving and striping located within the Parking or Back-Up Areas.

4.5.2. **Security Fencing.** Oakland shall install a permanent cyclone fence on the Northeast, Southeast and Southwest sides of the Parking and Back-Up Areas, thereby allowing no access to said areas except from the Lucassey Property. Said fence shall adjoin both the Southeast Gate (as hereinafter defined) and the fence now existing along the Northeast end of the common boundary between the Lucassey and Oakland Properties. Following such initial installation by Oakland, neither party shall have any further obligation to the other with respect to the maintenance of fencing located on the other party's property.

4.6. **Timing of Construction.** If Oakland shall fail to commence construction of the fencing, paving and striping improvements described in Section 4.5 above within eighteen (18) months after the date of recordation hereof on the Official Records of Alameda County, Lucassey shall have the right to cause such work to be performed at the expense of Oakland.

5. **Installation and Maintenance of Access Easement.** Oakland shall perform maintenance (including pavement patching or resurfacing) and striping necessary to maintain the Access Easement in a good and safe condition. Replacement of pavement (as opposed to patching or resurfacing) within the Access Easement area shall be shared on an equal basis between Oakland and Lucassey, and where such replacement of paving is to be performed on a large area of Lucassey's adjacent paved area, the share of cost attributable to the Access Easement shall be a fraction wherein the numerator is equal to the square footage area of pavement replaced within the Access Easement and the denominator is the total square footage area of pavement so replaced on the Lucassey Property.

6. **Electronic Gates.** Oakland shall at its cost install, service and maintain two (2) electronic gates to control entry to each end of the Access Easement ("Northwest Gate" and "Southeast Gate").

6.1. **Northwest Gate.** The Northwest Gate shall be installed within the northern one-half of the existing $\pm 46'$ drive entrance to the Lucasey Property. Oakland's installation of the Northwest Gate shall be performed with Lucasey's prior approval of the location of power lines to serve the electronics of the Northwest Gate. Concurrently with this installation, Oakland shall at its cost install underground power lines for operation of both gates. Upon installation, the Northwest Gate and all equipment thereon shall be owned by Lucasey and shall become a part of the Lucasey Property. Lucasey shall determine whether and when this gate shall be closed or open; however, both Oakland and Lucasey shall have keypad access through this gate at all times whenever it may be closed, whether during or after normal business hours. Oakland shall maintain the Northwest Gate and all its appurtenant equipment in good operating condition so long as the Access Easement continues in effect. Each party shall be responsible for any damage to the Northwest Gate caused by its agents or employees.

6.2. **Keypad Control.** The gates shall be operable by electronic keypad. The keypad code for the Northwest Gate shall be provided by Oakland to Lucasey for its use.

7. **Termination of Access Easement.** The Access Easement shall continue to burden the Lucasey Property until the later of the following events: (1) such time as the Oakland Property is no longer owned by the City of Oakland, or (2) the Oakland Property is no longer used for the operation of an animal shelter or related functions. Should use of the Access Easement be abandoned, or terminated by any legal means at any time, then Oakland shall have the power to terminate Lucasey's fee interest in the Parking and Back-Up Areas pursuant to Section 4 above. Oakland may not terminate Lucasey's fee estate in the Parking and Back-Up Areas unless the Access Easement has been terminated.

7.1. **Restoration of Improvements Upon Termination.** Upon any abandonment or termination of the Access Easement, Oakland shall promptly give written notice to Lucasey of such termination. Upon such termination, Oakland may notify Lucasey of Oakland's exercise of its power of termination of Lucasey's fee estate in the Parking and Back-Up Areas pursuant to Section 4 above and, within sixty (60) days thereafter, Oakland shall (i) remove the Southeast Gate, (ii) install permanent cyclone fencing along the entire common boundary between the Lucasey Property and the Oakland Property, and (iii) upon receipt of Lucasey's written authorization to do so, remove and replace the Northwest Gate with fencing and/or gate improvements having a function and value comparable to those existing immediately prior to installation of the Northwest Gate.

8. **Duration of Underground Utility Easement.** The Underground Utility Easement shall continue as an easement appurtenant to the Oakland Property so long as Oakland, its successors and assigns shall make use of the same for underground utility purposes, but upon one year's discontinuance of said use, the Underground Utility Easement shall be deemed abandoned and of no further force or effect.

9. **Plans and Specifications.** All work required or permitted to be performed by Oakland under any provision of this Agreement shall conform to plans and specifications which shall be prepared by Oakland and approved in writing by Lucasey prior to commencement of such work (the "Approved Plans"). If Lucasey rejects any plans submitted by Oakland, specific objections must be detailed in writing, including the basis for the objection. If neither approval or written objections are delivered by Lucasey within ten (10) days of Lucasey's receipt of plans, the plans shall be conclusively deemed approved.

10. General Provisions.

10.1. **Impairment of Use.** Any installation, operation, maintenance, repair or replacement performed in connection with the Access Easement shall be at no cost to Lucasey unless agreed to in writing by Lucasey, and shall be so performed as to interfere as little as reasonably possible with the use and enjoyment of the Access Easement and Lucasey's adjacent land by persons occupying the same or lawfully present thereon. To effectuate this intent, Oakland shall provide and maintain safe vehicular and/or pedestrian bridges (i.e., boards or metal plates across open trenches) for use by Lucasey's customers, agents, contractors, employees and invitees, where necessary to maintain reasonable access to Lucasey's buildings, parking and loading areas; Oakland and Lucasey shall each keep the Access Easement free of equipment and materials at all times, except when workers are actively working in the Access Easement area, unless Lucasey and Oakland shall each give prior written consent to do otherwise.

10.2. **Surface Restoration.** If the surface of the Access Easement and/or surface of Lucasey's adjacent real property and/or any improvements thereon shall be disturbed by installation, operation, maintenance, repair or replacement by Oakland, said surface and/or improvements shall be promptly restored by Oakland to their condition just prior to such disturbance.

10.3. **Reasonable Use.** There shall be no liability on Lucasey, its successors and assigns and persons occupying or lawfully present on the Access Easement area for damage, if any, which may be caused by normal and reasonable use of, or vehicular or pedestrian traffic over said Access Easement area. Said normal and reasonable use may include the operation of vehicles on said Access Easement.

10.4. **Liens.** Oakland shall permit no mechanics', materialmen's or other liens to stand against the Lucasey Property (including the Parking and Back-Up Areas) for work or materials furnished Oakland in connection with this Agreement, and Oakland agrees to indemnify, defend and hold Lucasey harmless from the same.

10.5. **Indemnity.** Oakland agrees to indemnify Lucasey against and save Lucasey harmless from all demands, claims, administrative proceedings, liabilities, causes of action or judgments, and all reasonable expenses incurred in investigating or appealing the same, for injury to person, loss of life or damage to property occurring on or about the Access Easement and Underground Easement areas arising out of Oakland's use of said areas. Oakland agrees to maintain adequate insurance covering its obligations as hereinabove stated in respect of injury to person or property and loss of life and will furnish Lucasey with evidence of such coverage before commencing any use or occupancy of said areas.

10.6. **Relocation of Utilities.** Lucasey agrees that no building structure shall be erected or permitted on the Access Easement or Underground Utility Easement areas; provided, however, Lucasey reserves the right to require, at Lucasey's expense, the relocation of all or part of any utilities installed by Oakland within the Underground Utility Easement area to the extent from time to time necessary to permit further development or redevelopment of the Lucasey Property.

10.7. **Attorneys' Fees.** In the event suit is brought for the enforcement or interpretation of this Agreement or as the result of any alleged breach hereof, or if any appeal is taken therefrom, the prevailing party or parties to such suit or appeal shall be entitled to be paid reasonable attorney's fees and costs by the losing party or parties, and any judgment or

GRANT DEED AND AGREEMENT (7/22/97)
 HOP11C:\MELLMC\AR\11AL\11EB\11AGHT.722

Page 6

decree rendered shall include an award thereof.

10.8. Covenants Run With the Land. The Access Easement and Under-ground Utility Easement, and each restriction or covenant made by Lucasey in this Agreement shall be appurtenant to and for the benefit of the Oakland Property as dominant tenement and shall be a burden on the Lucasey Property as servient tenement; and each restriction or covenant made by Oakland in this Agreement shall be appurtenant to and for the benefit of the Lucasey Property (including the Parking and Back-Up Areas) as dominant tenement and shall be a burden on the Oakland Property as servient tenement. Such easements, restrictions and covenants shall run with the title to each benefited Parcel as dominant tenement, and with the title to each burdened Parcel as servient tenement pursuant to the provisions of Section 1468 of the California Civil Code, such that all rights hereunder shall constitute a benefit appurtenant to the Parcel for which such easement, covenant or restriction is granted, which rights shall inure to the benefit of the owner of such dominant tenement and to such owner's heirs, personal representatives, successors and assigns; and also, such that all obligations of each such easement, covenant or restriction shall extend to and bind each of the owners of each servient tenement and to each of such owner's heirs, personal representatives, successors and assigns. Further, it is expressly agreed that each covenant to do or refrain from doing some act on or within the Lucasey Property or the Oakland Property or any part thereof as the covenantor:

10.8.1. Is for the benefit of the land of the covenantee;

10.8.2. Runs with both the land owned by the covenantor and the land owned by the covenantee; and

10.8.3. Shall benefit or be binding upon each successive owner, during his or her ownership, or any portion of the land affected hereby and each person having any interest therein derived through any owner of the land affected hereby.

Executed in Oakland, California,

LUCASEY MANUFACTURING CORPORATION
(a California corporation)

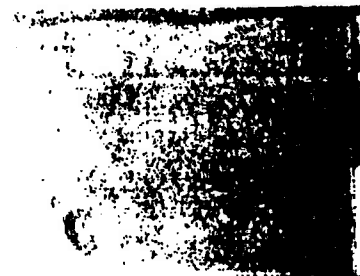
By: [Signature] Date: 8/25/97
(Janet Yolanda Lucasey)
Controller
CITY OF OAKLAND

By: [Signature] Date: August 25, 1997
Karl S. Bonner,
Interim City Manager

Approved as to form and legality:

By: [Signature] Date: 7/10/97
City Attorney

GRANT DEED AND AGREEMENT (7/22/97)
HP 1 (C) 1997 UNIFORM INSTRUMENT .722



State of California

County of Alameda

On August 25, 1997 before me the undersigned, a notary public, personally appeared
KATE S. BSMAR

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

WITNESS my hand and official seal.

Signature Ronald M. Basarich (Seal)



State of California

County of Alameda

On August 25, 1997 before me the undersigned, a notary public, personally appeared
JONET YALANDA LUGASAY

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

WITNESS my hand and official seal.

Signature Ronald M. Bessanch (Seal)



EXHIBIT A
24 FOOT ACCESS EASEMENT

Portion of Parcel A of Parcel Map No. 3650 filed November 4, 1981 in Book 131 of parcel Maps, at page 24, Alameda County Records, described as follows:

Beginning at a point on the Southeastern line of the abovementioned parcel A, distant thereon North 40° 57' 00" East, 53.63 feet, along said line, from the most Southerly corner thereof; thence leaving said line North 49° 03' 00" West, 104.58 feet; thence South 89° 52' 10" West, 8.67 feet to a point on the western line of that parcel of land described in the deed to H.G. Prince & Co., a corporation, recorded October 19, 1922 in Book 276, at page 342, Alameda County Records; thence along said line northerly along a non-tangent curve having a radius of 133.37 feet, concave to the west, a radial line of said curve through said point bears North 89° 52' 10" East, through a central angle of 13° 15' 29", an arc length of 26.23 feet; thence leaving said line North 89° 52' 10" East, 18.39 feet; thence South 49° 03' 00" East, 116.62 feet to said southeastern line of said Parcel A; thence along said line South 40° 57' 00" West, 24.00 feet to the point of beginning.

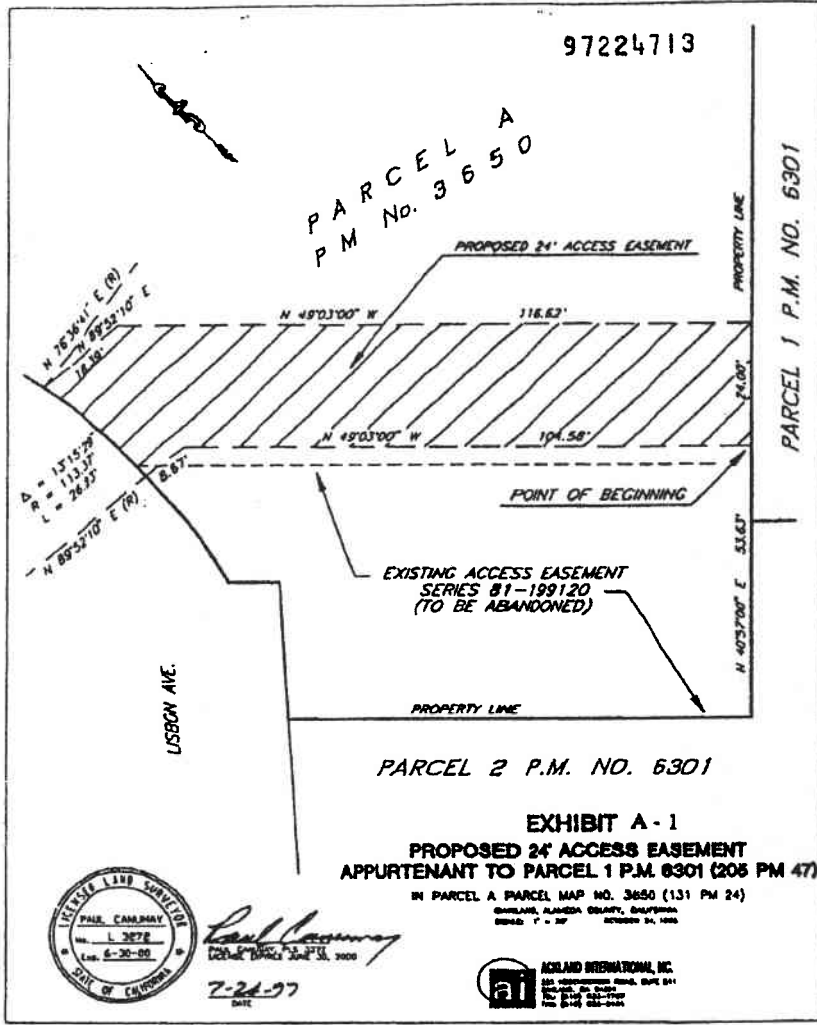
And containing 2,992 square feet, more or less.



97224713

PARCEL A
P.M. NO. 3650

PARCEL 1 P.M. NO. 6301



PARCEL 2 P.M. NO. 6301

EXHIBIT A - 1
PROPOSED 24' ACCESS EASEMENT
APPURTENANT TO PARCEL 1 P.M. 6301 (205 PM 47)

IN PARCEL A PARCEL MAP NO. 3650 (131 PM 24)

BARBARA BLANDER, SURVEYOR, DRAFTSMAN

ISSUED: 7 - 27 1997



Paul Cambray
 L.S. 3072
 7-24-97
 DATE



97224713

EXHIBIT A - 2

EXISTING ACCESS EASEMENT TO BE ABANDONED

Portion of Parcel A of Parcel Map No. 3650 filed November 4, 1981 in Book 131 of Parcel Maps, at page 24, Alameda County Records, described as follows:

A 50 foot all-purpose easement described in that certain agreement between Comanche Investment Co., a California partnership and Roadway Express Inc., a Delaware corporation recorded November 30, 1981 Series No. 81-199120, Alameda County records, more particularly described as follows:

Beginning at the most northern corner of Lot 1, in Block N, being the point of intersection of the eastern line of Lisbon Avenue formerly 28th Avenue and the southern line of East 11th Street as the said Lot, Block, Avenue and Street are delineated and so designated upon that certain Map entitled "Knowles and Potter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda County, California", filed December 5, 1887 in the office of the County Recorder of said Alameda County; thence along the aforementioned eastern line of Lisbon Avenue South 37° 06' West, 27.00 feet; thence South 49° 03' East, 84.79 feet; thence North 40° 57' East, 50.00 feet; thence North 49° 03' West, 112.96 feet to the western line of the property deeded from the City of Oakland dated October 19, 1922 and filed in Liber 276 of Official Records at page 342 in the office of the County Recorder of Alameda County; thence along said line from a tangent which bears South 1° 31' 57" East along a curve to the right having a radius of 113.37 feet, an arc distance of 28.34 feet; thence South 49° 03' East, 10.02 feet to the point of beginning.

Being a portion of Block N as shown in the above mentioned map and a portion of East 11th Street described in Ordinance No. 2267 N.S. of the city of Oakland ordering the closing up and abandoning of said street as described in the above mentioned deed from the city of Oakland.

And containing 4,708 square feet, more or less.

And reserving therefrom permission to connect into the existing utility systems lying within the easement area, as well as make such modifications to said utility systems as may be necessary to provide utility service & permission to construct and install other or duplicate utility systems in the easement area which are necessary.



97224713

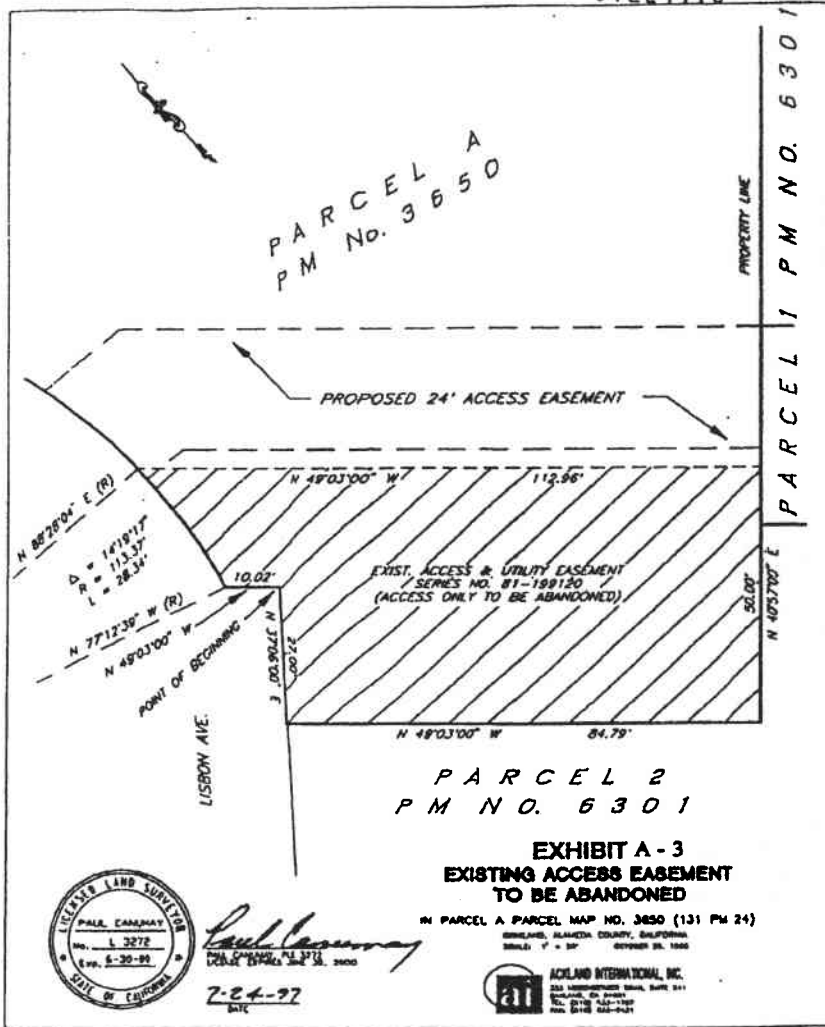


EXHIBIT B - 1
BACKUP AREA, IN FEE SIMPLE

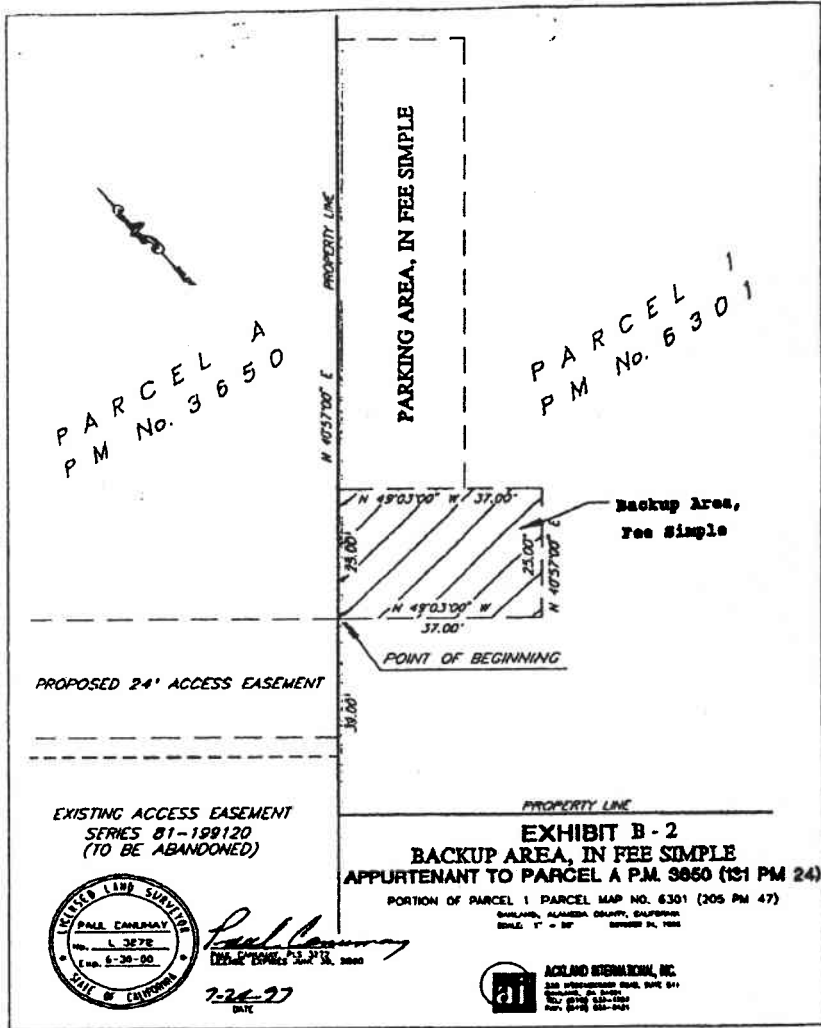
Portion of Parcel 1 of Parcel Map No. 6301 filed February 26, 1993 in Book 205 of Parcel Maps, at page 47, Alameda County Records, described as follows:

Beginning at a point on the northwesterly line of the abovementioned Parcel 1, distant thereon North 40° 57' 00" E, 39.00 feet, along said line, from the most westerly corner thereof; thence continuing along said line North 40° 57' 00" East, 25.00 feet; thence leaving said line South 49° 03' 00" East, 37.00 feet; thence South 40° 57' 00" West, 25.00 feet; thence North 49° 03' 00" West, 37.00 feet to the point of beginning.

And containing 925 square feet, more or less.



7-24-97



EXISTING ACCESS EASEMENT
SERIES 81-199120
(TO BE ABANDONED)

EXHIBIT B - 2
BACKUP AREA, IN FEE SIMPLE
APPURTENANT TO PARCEL A P.M. 3650 (131 PM 24)
PORTION OF PARCEL 1 PARCEL MAP NO. 6301 (205 PM 47)



Pamela Carlsmyr
7-26-97
DATE

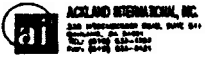


EXHIBIT B - 3

PARKING AREA, IN FEE SIMPLE

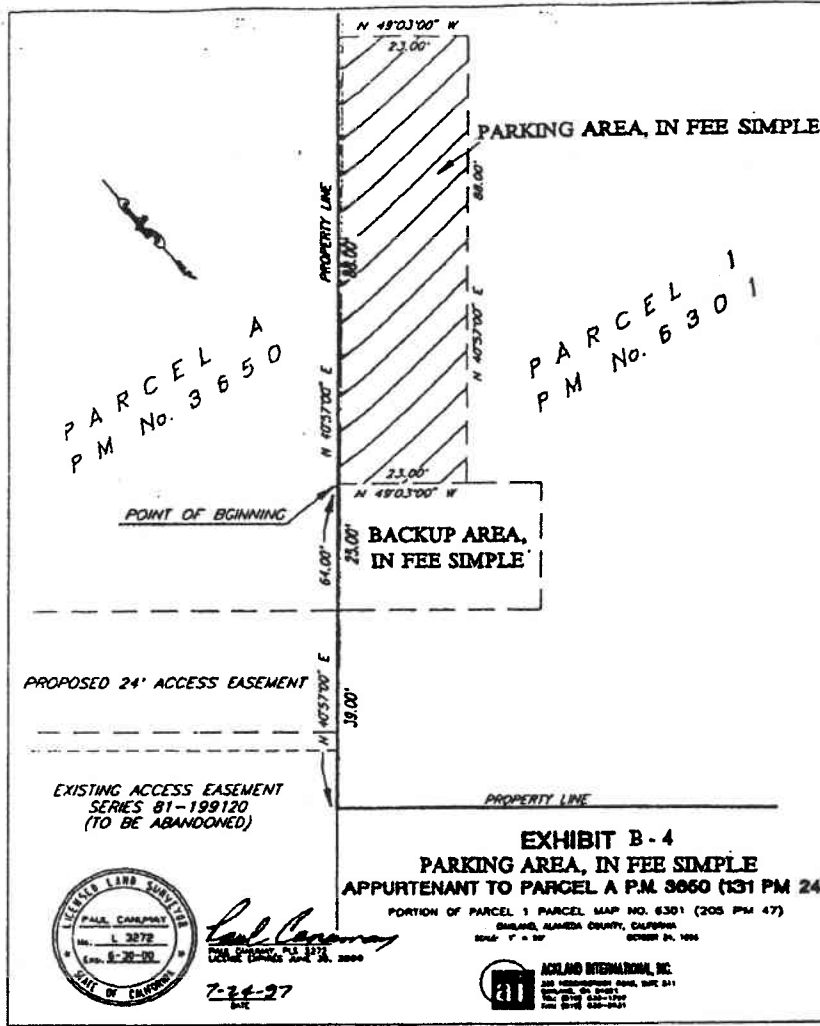
Portion of Parcel 1 of Parcel Map No. 6301 filed February 26, in Book 205 of Parcel Maps, at page 47, Alameda County Records, described as follows:

Beginning at point on the northwesterly line of the above mentioned Parcel 1, distant thereon North 40° 57' 00" E, 64.00 feet, along said line, from the most westerly corner thereof; thence continuing along said line North 40° 57' 00" East, 88.00 feet; thence leaving said line South 49° 03' 00" East, 23.00 feet; thence South 40° 57' 00" West, 88.00 feet; thence North 49° 03' 00" West 23.00 feet to the point of beginning.

And containing 2024 square feet, more or less.



97224713



PARCEL A
P.M. No. 3650

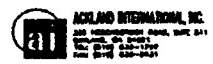
PARCEL 1
P.M. No. 6301

**EXHIBIT B-4
PARKING AREA, IN FEE SIMPLE
APPURTENANT TO PARCEL A P.M. 3650 (131 PM 24)**

PORTION OF PARCEL 1 PARCEL MAP NO. 6301 (205 PM 47)
OAKLAND, ALAMEDA COUNTY, CALIFORNIA
SCALE: 1" = 30'
DRAFTED BY: [Signature]
DATE: 02/28/05



Paul Caraway
7-24-27



CERTIFICATE OF ACCEPTANCE
(Government Code Section 27261)

THIS IS TO CERTIFY that the interest in real property conveyed by deed or grant deed dated the 25th day of August 19 97 from LUCAS
MANUFACTURING CORPORATION to the CITY OF OAKLAND, a municipal corporation, is hereby accepted by order of the City Council by Resolution No. 36358 C.M.S. adopted September 12, 1997, and recorded in Book 8468 at Page 215, in the official records of the Recorder of Alameda County, State of California, and the grantee consents to recordation thereof by its duly authorized officer.

Date: August 27, 1997


Frank Foralli
Manager, Real Estate Services

4-3

96-84841

4/5/96

Recording requested by
First American Title Guaranty Company
When recorded mail to
Lucasay Manufacturing Corporation
P. O. Box 14023
Oakland, CA 94614
Attn: Mr. Joseph Lucasay
Escrow No. 155391

Recorded in Official Records, Alameda County
Patrick D'OConnell, Clerk-Recorder
16.00
0000001 00:00AM 04/05/96
004 001122 20 21 200000
703 4 7.00 9.00 9.00 9.00 9.00 9.00 9.00 9.00
9.00

Mail Tax Statements to: The undersigned hereby declares
As shown above Documentary Transfer Tax/Due to
Computed on the consideration or value
of property conveyed; or
Computed on the consideration or value
less liens or encumbrances remaining at
time of sale

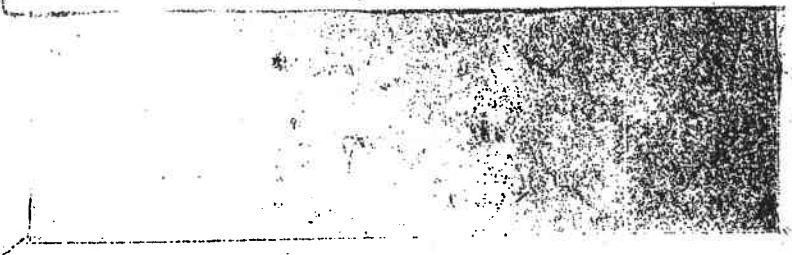
QUITCLAIM OF EASEMENT

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
OAKLAND COMMUNITY HOUSING, INC., a California non-profit public benefit
corporation
does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to
LUCASEY MANUFACTURING CORPORATION, a California corporation
All of its right, title and interest and and to the real property in the City of Oakland,
County of Alameda, State of California, described as:
SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

** THE PURPOSE FOR THE QUITCLAIM IS TO EXTINGUISH AND TERMINATE THE EASEMENT AND ALL OF THE
PROVISIONS OF THAT CERTAIN AGREEMENT AND EASEMENT RECORDED NOVEMBER 30, 1981
81-199120, Official Records.

Dated: 3/27/96 SEE EXHIBIT "B" ATTACHED HERETO FOR
GRANTOR SIGNATURE AND GRANTEE
ACCEPTANCE



The purpose of the
quitclaim is to
extinguish and
terminate the
easement and all of
the provisions of
that certain
agmt & Easement
recorded 11/30/81
81-199120

96084841

GRANTOR:

OAKLAND COMMUNITY HOUSING, INC., a California
non-profit public benefit corporation

By: Cathy Craig, Assistant Secretary

By: _____

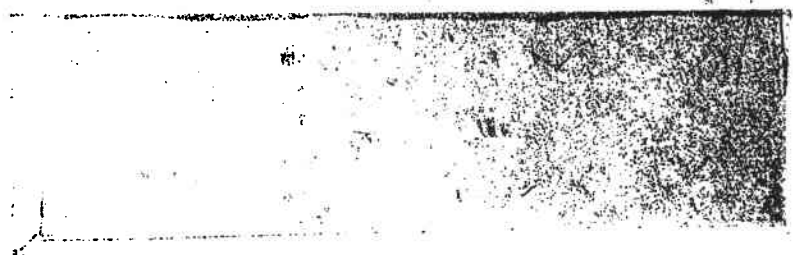
ACKNOWLEDGED AND ACCEPTED BY GRANTEE:

LUCASEY MANUFACTURING CORPORATION, a California
corporation

By: Theresa M. Lucas

By: Theresa M. Lucas

EXHIBIT "B"



STATE OF CALIFORNIA }
COUNTY OF Alameda } ss.

On March 27, 1996, before me, J. H. Robinson
personally appeared Betty Price
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature J. H. Robinson



10-9-99

STATE OF CALIFORNIA }
COUNTY OF Alameda } ss.

On April 3, 1996, before me, Ginger J. Schuler
personally appeared Joseph A. Lucassy & Theresa M. Lucassy
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Ginger J. Schuler
Ginger J. Schuler



96084841

LEGAL DESCRIPTION

REAL PROPERTY in the City of Oakland, County of Alameda, State of California, described as follows:

An Easement for Ingress and Egress situated in the City of Oakland, County of Alameda, State of California, described as follows:

Beginning at the most northern corner of Lot 1, in Block N, being the point of intersection of the eastern line of Lisbon Avenue formerly 28th Avenue and the southern line of East 11th Street as the said Lot, Block Avenue and Street are delineated and so designated upon that certain map entitled "Knowles and Potter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda County, California", filed December 5, 1887 in the Office of the County Recorder of said Alameda County; thence along the aforementioned eastern line of Lisbon Avenue south 37° 08' west 27.00 feet; thence south 49° 03' east 84.79 feet; thence north 40° 57' east 50.00 feet; thence north 49° 03' west 112.96 feet to the western line of the property deeded from the City of Oakland October 19, 1922 and filed in Liber 276 of Official Records at Page 342 in the Office of the County Recorder of Alameda County; thence along said line from a tangent which bears south 1° 31' 57" east along a curve to the right having a radius of 113.37 feet, an arc distance of 28.34 feet; thence south 49° 3' east 10.02 feet to the point of beginning.

Being a portion of Block N as shown in the above mentioned map and a portion of East 11th Street described in Ordinance No. 2267 N.S. of the City of Oakland ordering the closing up and abandoning of said street as described in the above mentioned deed from the City of Oakland.

EXHIBIT A



12/29/87
87-345563

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
LUCASEY Manufacturing Corporation
2744 E. 11th St
Oakland, Ca.
CITY & STATE
Title Order No. Escrow No. 907931
5/2/29

RECORDED IN PUBLIC RECORDS
OF ALAMEDA COUNTY, CALIF.
RECORDING NUMBER
'87 DEC 29 PM 2 52

TAX PAID
ALAMEDA COUNTY

SPACE ABOVE THIS LINE FOR RECORDER'S USE
SM10

MAIL THE INSTRUMENTS TO
Name Same as above
Address
CITY & STATE

APN 019 0093 013
County of Alameda
City of Oakland 10,625
full value

City Tax Paid

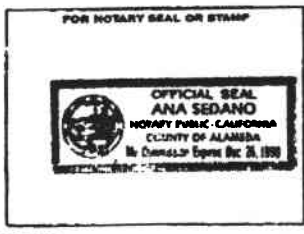
Partnership Grant Deed

FOR VALUE RECEIVED,
COMMONWE INVESTMENT COMPANY, A CALIFORNIA GENERAL PARTNERSHIP
GRANTS to LUCASEY MANUFACTURING CORPORATION, A CALIFORNIA CORPORATION
all that real property situated in the City of Oakland
County of Alameda, State of California, described as follows:
(FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

Comanche
87345563

Date December 23 1987 -
by _____ Partner
by _____ Partner
COMMONWE INVESTMENT COMPANY
by Milton J. Flanagan Partner
by Ralph F. Henry Partner

STATE OF CALIFORNIA
County of Alameda } ss.
On this 23rd day of December, 1987, before me, the undersigned,
a Notary Public, in and for said State, personally appeared
MILTON J. FLANAGAN and RALPH F. HENRY
known to me to be the partners of the partnership that
executed the within instrument, and acknowledged to me that each
partnership executed the same.
C. J. Sedano
Notary Public



MAIL TAX STATEMENTS AS DIRECTED ABOVE
Description: Alameda, CA Document-Year: DocID 1987.345553 Page: 1 of 2
Order: TH-10-18-2005 01-06-12 PM Comment:

26 pgs.

87-34555

(1987)

11-345553

Order No. 907931

EXHIBIT "A"

Parcel A, Parcel Map 3656, filed November 4, 1961, Book 131, of Parcel Maps, pages 24 and 25, Alameda County Records, Series No. 81-187328, reserving and excepting therefrom, one hundred per cent (100%) of all oil, gas, minerals, geothermal and similar rights lying below a depth of five hundred feet (500') measured vertically from the surface of said land, but without the right of entry through the surface of said land or the upper five hundred feet (500') thereof, as reserved by Del Monte Corporation, in Deed recorded January 16, 1979, Series No. 79-006379, Alameda County Records

79-008379

Assessors Parcel No. 819-0093-813

PAGE NO. 6

87-345553

Order No. 907931

EXHIBIT "A"

Parcel A, Parcel Map 3650, filed November 4, 1981, Book 131, of Parcel Maps, pages 24 and 25, Alameda County Records, Series No. 81-187328, reserving and excepting therefrom, one hundred per cent (100%) of all oil, gas, mineral, geothermal and similar rights lying below a depth of five hundred feet (500') measured vertically from the surface of said land, but without the right of entry through the surface of said land or the upper five hundred feet (500') thereof, as reserved by Del Monte Corporation, in Deed recorded January 15, 1979, Series No. 79-008379, Alameda County Records

Assessors Parcel No. 819-0093-013

PAGE NO. 6

10/29/81
81-199120

Chicago Title

AGREEMENT AND EASEMENT

THIS AGREEMENT, made this 27th day of October, 1981, by and between Comanche Investment Co., a California Partnership (hereinafter called "Comanche"), and Roadway Express, Inc., a Delaware corporation (hereinafter called "Roadway").

WHEREAS, Comanche has entered into a contract for the sale of a certain tract of land to Roadway which is situate in the City of Oakland, State of California, which tract is known as Parcel B of Parcel Map 3650, filed NOVEMBER 4, 1981 in Book 121 of Parcel Maps, at Page 24-25 Alameda County Records; and

3650

WHEREAS, Comanche has retained ownership to Parcel A of said Parcel Map 3650; and

WHEREAS, Comanche wishes to grant Roadway an easement over a portion of Comanche's retained property, i.e. Parcel A of said Parcel Map 3650.

NOW, THEREFORE, the parties hereto agree as follows:

1. Comanche hereby grants Roadway a perpetual, mutual easement over that portion of Parcel A of said Parcel Map 3650, which easement area is depicted on said Parcel Map and which easement area is also described on Exhibit A attached hereto and made a part hereof, and which area is hereinafter referred to as the "easement area". Said easement shall provide Roadway, its tenants, employees, agents, visitors, representatives and invitees with truck, tractor-trailer, automobile and construction and demolition equipment access to, from and between East 11th Avenue (Lisbon Avenue) and Parcel B shown on said Parcel Map 3650. Roadway shall also be permitted to connect into the existing utility systems lying within the easement area, as well as make such modifications to said utility systems as may be necessary to provide utility services to Parcel B of said Parcel Map 3650. Roadway shall also be permitted to construct and install other or duplicate utility systems in the easement area which are necessary to

A

service said Parcel B. Roadway shall also be permitted to improve said easement area.

2. The parties hereto acknowledge that Roadway is obligated to install gates in the easement area as more fully described in a certain Agreement recorded in Book 81, Page 142121, of the Alameda County, California records. Roadway agrees that, when said gates are installed, same shall be secured when the operation(s) being maintained on Parcel A are not in operation and that during said times said gates shall only provide access to Parcel B for Roadway's tenants, agents, representatives, visitors, employees, successors and assigns.

3. The parties hereto agree that neither party, nor their respective tenants, agents, representatives, visitors, invitees, employees, successors or assigns shall block, obstruct, or restrict the flow of traffic through, or parking upon, the easement area.

4. The parties hereto agree that the easement area shall be maintained and repaired by Comanche; provided, however, Roadway agrees to reimburse Comanche for an equitable portion of the maintenance and repair invoices within twenty (20) days after receipted invoices are presented to Roadway by Comanche, together with a computation of the portion of said invoices to be reimbursed by Roadway. For purposes of this Agreement, the term "equitable portion" shall be determined based upon the use of the easement area by Comanche, Roadway and their respective tenants, agents, representatives, visitors, invitees, employees, successors and assigns.

5. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns or successors in interest of each of the parties hereto.

6. Any notice, communications or delivery required to be given by this Agreement by either party to the other may be effected by certified, registered or express mail to:

- A. Comanche Investment Co.
13 Third Street
Oakland California 94607
- B. Roadway Express, Inc.
P. O. Box 471
Akron, Ohio 44309
Attn: Real Estate Department

7. The parties agree that the provisions of this Agreement shall survive closing and delivery of the Deed conveying Parcel B of Parcel Map 3650 to Roadway.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMANCHE INVESTMENT CO.

Ralph F. Henry
Partner

BY Milton J. Heister
Notary Public

ATTEST:

ROADWAY EXPRESS, INC.

Milton J. Heister
Secretary

BY Ralph F. Henry
AS LESSEE

Milton J.
Heister
Ralph F. Henry



STATE OF CALIFORNIA
County of Alameda
On this 29th day of October in the year one thousand nine hundred and 87 before me, Milton J. Heister
a Notary Public, State of California, duly commissioned and sworn, personally appeared Ralph F. Henry
known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
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.

Milton J. Heister
Notary Public, State of California.
My Commission Expires _____

This instrument is being a general record which may be made for use in certain circumstances and in the case shall be recorded as such in a separate file for the office of the recorder. The publisher shall not be liable for any errors, omissions, or delays in the recording of any instrument in the hands of the recorder or any other party.
Comanche's Form No. 20—(Acknowledgment—Partnership)
(C. C. Sec. 1109)

EXHIBIT A

50 FOOT ALL-PURPOSE EASEMENT

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

Beginning at the most northern corner of Lot 1, in Block N, being the point of intersection of the Eastern line of Lisbon Avenue formerly 28th Avenue and the southern line of East 11th Street as the said Lot, Block, Avenue and Street are delineated and so designated upon that certain map entitled "Knowles and Potter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda County, California", Filed December 5, 1887 in the office of the County Recorder of said Alameda County; thence along the aforementioned Eastern line of Lisbon Avenue South $37^{\circ} 06'$ West 27.00 feet; thence South $49^{\circ} 03'$ East 84.79 feet; thence North $40^{\circ} 57'$ East 50.00 feet; thence North $49^{\circ} 03'$ West 112.96 feet to the western line of the property deeded from the City of Oakland October 19, 1922 and filed in Liber 276 of Official Records at page 342 in the office of the County Recorder of Alameda County; thence along said line from a tangent which bears South $1^{\circ} 31' 57''$ East along a curve to the right having a radius of 113.37 feet, an arc distance of 28.34 feet; thence South $49^{\circ} 03'$ East 10.02 feet to the point of beginning.

Being a portion of Block N as shown in the above mentioned map and a portion of East 11th Street described in Ordinance No. 2267 N.S. of the City of Oakland ordering the closing up and abandoning of said street as described in the above mentioned deed from the City of Oakland.

RECORDED at REQUEST of
Chicago Title Ins. Co.
At 10:30 AM.

NOV 30 1981

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

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

Before me, the undersigned, a Notary Public, in and for said county and state, personally appeared J. A. Miller, as Secretary, and Charles B. Wilson, as V.P. - Finance of Roadway Express, Inc., a Delaware corporation, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the free act and deed of the said Roadway Express, Inc. and they executed the same as the act of such corporation for the purpose and consideration therein expressed and in the capacity therein stated.

In Testimony Whereof, I have hereunto set my hand and official seal at Akron, Ohio, this 17th day of August, 1981.

M. M. [Signature]
Notary Public

My commission expires 12/31/83

Notarial page for Agreement and Easement by and between Comanche Investment Co. and Roadway Express, Inc. for Oakland, California.

Order: pm3650 Comment: Description: Alameda, CA Parcel Map 131.24 Page: 1 of 2

PARCEL MAP NO. 3650 OAKLAND, ALAMEDA COUNTY, CALIFORNIA

BEING BLOCK 4 AND 1, A PORTION OF BLOCK 2, KNOWLES AND POTTER
SUBDIVISION OF THE KENNEDY TRACT FILED DEC. 6, 1907 IN MAP BOOK 2,
PAGE 14, A PORTION OF BARON'S SAN ANTONIO FILED IN MAP BOOK 2,
PAGE 605, ALAMEDA COUNTY RECORDS AND PORTIONS OF 26TH AVE.
AND EAST 11TH STREET. (CLOSED AND ABANDONED)

OWNER'S CERTIFICATE

CONRAD INVESTMENT COMPANY, A CALIFORNIA GENERAL PARTNERSHIP,
CERTIFIES THAT IT IS THE OWNER OF THE LAND DELINEATED AND
DESCRIBED WITHIN THE ESTERION BOUNDARY LINES ON THE MERCH
EMERGED MAP ENTITLED "PARCEL MAP NO. 3650, OAKLAND, ALAMEDA
COUNTY, CALIFORNIA", THAT IT IS THE OWNER OF SAID LAND BY VIRTUE
OF THE GRANT RECD RECORDED IN SERIES NUMBER 81-13124,
RECORDS OF ALAMEDA COUNTY, CALIFORNIA, THAT IT CONFORMS TO THE
PREPARATION AND FILING OF THIS MAP.

Ralph F. Long
CONRAD INVESTMENT COMPANY, A CALIFORNIA GENERAL PARTNERSHIP

ENGINEER'S CERTIFICATE

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS
BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST
OF CONRAD INVESTMENT COMPANY IN OCTOBER 1981. I HEREBY
STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE
APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.



Robert W. Hill
ROBERT W. HILL, E.C.E., No. 542

CITY ENGINEER'S CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION
MAP ACT AND LOCAL ORDINANCE.

DATED: Oct 20, 1981
John J. Kelly
JOHN J. KELLY, E.C.E., No. 700

RECORDER'S CERTIFICATE

FILED THIS 26th DAY OF NOVEMBER, 1981, AT 5:50 P.M.
IN BOOK 111 OF PARCEL MAPS AT PAGE 3650 AT THE REQUEST OF
CONRAD INVESTMENT COMPANY OF ALAMEDA COUNTY.
\$1 - 76728
\$8.00

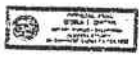
RECEIVED
Blaine A. Barr
BLAINE A. BARR
COUNTY RECORDER

CONDITIONS OF APPROVAL

1. That street trees be provided to the satisfaction of the Director of Parks and Recreation.
2. The area near to the abandoned portion of East 11th Street shall be abandoned and platted as the existing easement to East 11th Street and Lisbon Avenue.
3. The new building proposed shall project to the main corner to East 16th Street.

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
ON THIS 22nd DAY OF October, 1981, before me, the undersigned, a Notary Public in and for the State of California, personally appeared Conrad Investment Company, known to me to be the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.



Conrad Investment Company

OWNER AND SUBDIVIDER: CONRAD INVESTMENT CO.
20 SGP, STREET OAKLAND, CA 94609

SURVEYOR: BATES AND BAILLY
15 SHATTUCK SQUARE BERKELEY, CA 94704

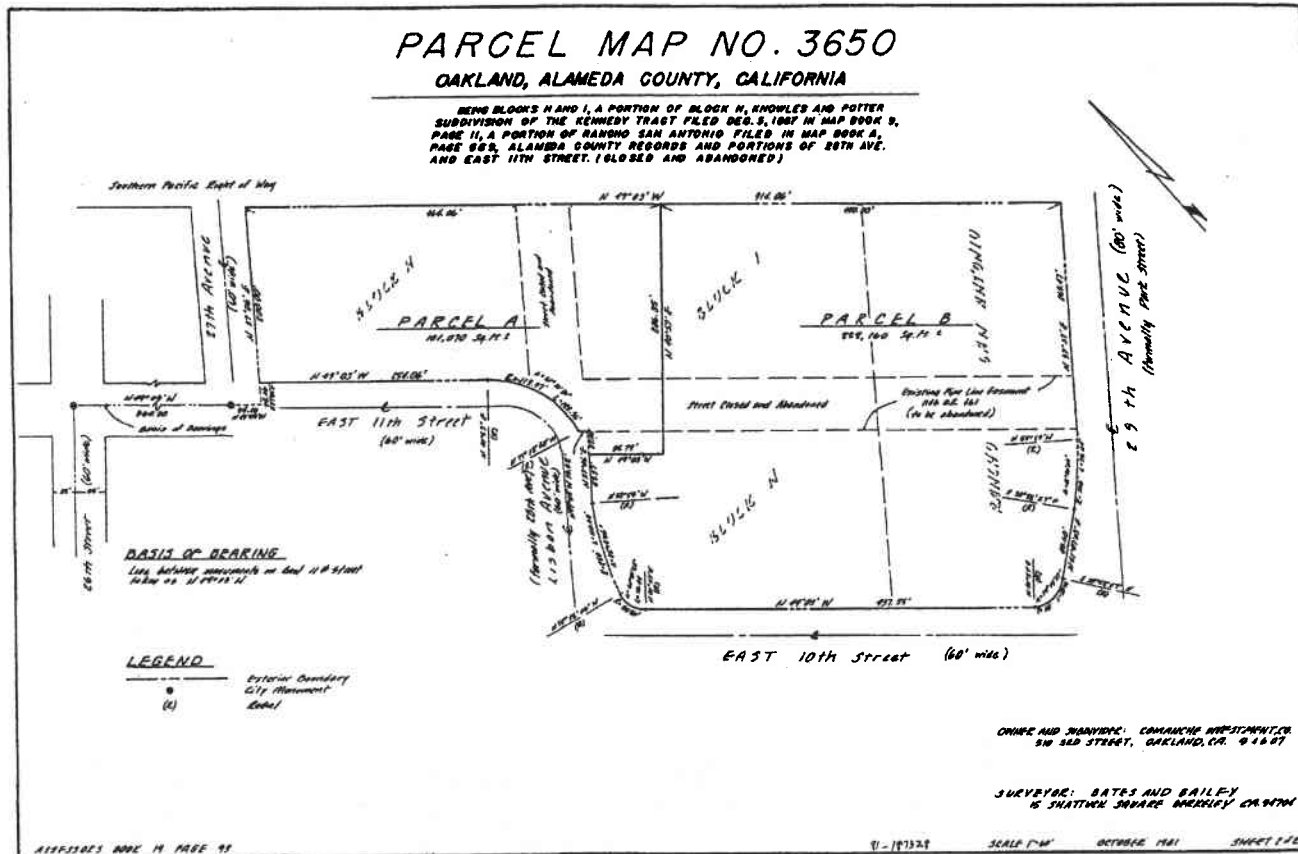
9-197328 OCTOBER 1981 SHEET 1 OF 2

13124

PM 3650 MAP #1-131 PP 21-25

131

81-187328
PM 3650

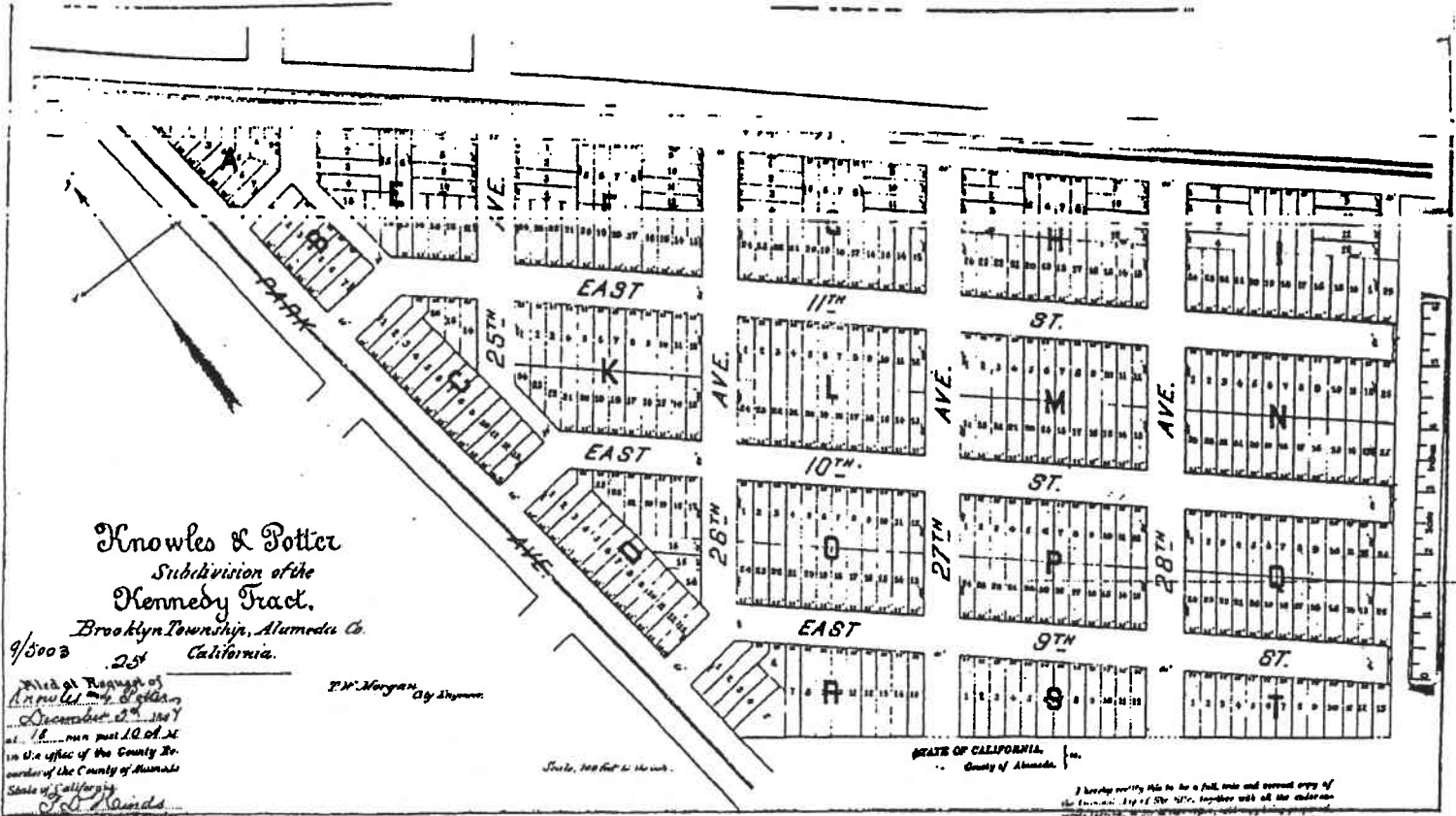


131/25

Block I

PM 3650

Block N



Knowles & Potter
 Subdivision of the
 Kennedy Tract.

Brooklyn Township, Alameda Co.
 California.

9/3003

Filed for Record of
 Alameda Co. by
 December 2nd 1907
 at 10 o'clock and paid 10.00
 in the office of the County Re-
 corder of the County of Alameda
 State of California
 J. B. Parker
 J. W. C. Hamilton
 Deputy Recorder.

T. W. Morgan City Engineer

Scale, 100 feet to the inch.

STATE OF CALIFORNIA
 County of Alameda

I hereby certify this to be a full, true and correct copy of
 the original map of the 1/2nd section with all the endorse-
 ments thereon, as the same were filed in the office of the
 Recorder of the County of Alameda, California, by order of the
 Board of Supervisors.
 Witness my hand and official seal hereof this
 _____ day of _____ 1907.

9

9/11

The undersigned, J. B. Parker, being authorized by
 the Board of Supervisors of the County of Alameda, California, to
 file the same as the same were filed and approved by them.

STATE OF CALIFORNIA
 COUNTY OF ALAMEDA

81-157810
9/4/81

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

COMANCHE INVESTMENT COMPANY
90 Beier & Gunderson
510 3rd Street
Oakland, Calif. 94607

RECORDED AT REQUEST OF
Chicago Title Ins. Co.
At 10:30 A.M.
SEP -4 1981
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY CLERK
CITY THE PRD
TAX PAID
ALAMEDA COUNTY

MAIL TAX STATEMENTS TO
Same as above
City of Oakland Conveyance Tax -
\$15,000.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE
DOCUMENTARY TRANSFER TAX \$ 1,636.95
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
LESS OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
CHICAGO TITLE COMPANY OF ALAMEDA COUNTY
RENE C. DAVIDSON
Recorder of Deeds and Assessor Appointment Inc. Print Name

GRANT DEED (PARTNERSHIP)

(Escrow No. 11905-K0)

By this instrument dated August 12, 1981 for a valuable consideration,
PACIFIC REGION INVESTMENTS, a California General Partnership
and
S & W ENTERPRISES, a California Corporation
hereby GRANTS to
COMANCHE INVESTMENT COMPANY, a California General Partnership
the following described Real Property in the State of California, County of Alameda
City of Oakland
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.
Assessor's Parcel Number 19-93-10-2

PACIFIC REGION INVESTMENTS, a California
General Partnership
BY: [Signature]
S. & W. ENTERPRISES, a California Corporation
for signatures see Exhibit "C" attached

STATE OF CALIFORNIA } SE. On _____, 19____ before me, the undersigned, a Notary Public in and for
COUNTY OF _____ } said County and State, personally appeared _____
known to me to be one of
the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
Notary's Signature _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Comanche
I.C.
Beier
&
Gunderson

S & W
Enterprises

Pacific
Region
Inv.
81-
157810

EXHIBIT "C"

S & W ENTERPRISES, A CALIFORNIA CORPORATION

BY: William L. Samuels
WILLIAM L. SAMUELS, PRESIDENT

CHICAGO TITLE INSURANCE COMPANY CORPORATION

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.
On August 14th, 1984 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared WILLIAM L. SAMUELS, President,
known to me to be the President
President of the corporation that executed the
within instrument, and acknowledged to me that such corporation
executed the within instrument pursuant to its by-laws or a resolu-
tion of its board of directors.



Signature: Henry L. Persoglio

Henry L. Persoglio
Name (Typed or Printed)
Notary Public in and for said County and State

F. 2067 R. 1/79

(This area for official notarial seal)

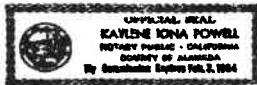
STATE OF CALIFORNIA

County of Alameda

On this 14th day of August in the year one thousand nine
hundred and eighty four before me, Kaylene Hona Powell
a Notary Public, State of California, duly commissioned and sworn, personally appeared
Larry J. Orr
Walter H. Smith

known to me to be partners of the partnership that executed the within instrument,
and acknowledged to me that such partnership executed the same.

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.



Kaylene Hona Powell
Notary Public, State of California

My Commission Expires Feb. 2, 1984

This document is only a general form which may be adapted for use in proper circumstances
and on its face shall be considered as such, and is not intended for the state of California
The publisher shall not be liable for any errors or omissions or for any consequences
arising from the use of this form or for any damages or losses in any way caused by its use
Copyright © Form No. 20—(Amended)—Partnership
(C. C. Sec. 1189)

ORDER NO. 11905

EXHIBIT "A"

CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA

PARCEL 1:

BEGINNING AT A POINT OF INTERSECTION OF THE WESTERLY LINE OF 29TH AVENUE (FORMERLY CALLED PARK STREET) WITH THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF THE SOUTHERN PACIFIC COMPANY LEADING FROM OAKLAND TO NILES; RUNNING THENCE SOUTH 37° 38' WEST AND ALONG SAID WESTERLY LINE OF 29TH AVENUE (FORMERLY PARK STREET) 201.21 FEET, MORE OR LESS TO THE NORTHERLY LINE OF EAST 11TH STREET (IF THE SAME WERE EXTENDED EASTERLY AS SHOWN ON A CERTAIN MAP ENTITLED "KNOWLES & PETER SUBDIVISION OF THE KENNEDY TRACT, BROOKLYN TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA", FILED DECEMBER 5TH, 1887, IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY); RUNNING THENCE WESTERLY AND ALONG SAID NORTHERLY LINE OF EAST 11TH STREET, 912.51 FEET TO THE POINT OF INTERSECTION OF THE SAID NORTHERLY LINE OF EAST 11TH STREET WITH THE EASTERLY LINE OF 27TH AVENUE; RUNNING THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID 27TH AVENUE, 200 FEET TO THE SOUTHERLY LINE OF THE AFOREMENTIONED RIGHT-OF-WAY OF THE SOUTHERN PACIFIC COMPANY LEADING FROM OAKLAND TO NILES, THENCE EASTERLY ALONG SAID LAST MENTIONED RIGHT-OF-WAY OF SAID SOUTHERN PACIFIC COMPANY 914.30 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT ON THE NORTHEASTERN LINE OF EAST 11TH STREET, DISTANT THEREOF 254.06 FEET SOUTHEASTERLY FROM THE SOUTHEASTERN LINE OF 27TH AVE.; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 113.37 FEET AND BEING TANGENT TO SAID NORTHEASTERN LINE OF EAST 11TH STREET A DISTANCE OF 122.35 FEET TO THE SOUTHWESTERN LINE OF EAST 11TH STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERN LINE OF EAST 11TH ST., TO THE NORTHWESTERN LINE OF 29TH AVENUE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERN LINE OF 29TH AVE., 68.14 FEET TO THE AFORESAID NORTHEASTERN LINE OF EAST 11TH STREET, AND THENCE NORTHWESTERLY ALONG SAID NORTHEASTERN LINE OF EAST 11TH STREET, TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO THE PARTY OF THE FIRST PART BY THE CITY OF OAKLAND BY DEED DATED MARCH 9, 1912 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY ON OCTOBER 19, 1922, IN LIBER 276 OF OFFICIAL RECORDS AT PAGE 342, AND BEING THE SAME PROPERTY DESCRIBED IN ORDINANCE NO. 2267 N.S. OF THE CITY OF OAKLAND, ORDERING THE CLOSING UP AND ABANDONING OF THAT PORTION OF EAST 11TH STREET IN SAID CITY OF OAKLAND HEREINAFOVE DESCRIBED.

ORDER NO. 11905

EXHIBIT "A" (CONTINUED)

PARCEL 3:

A STRIP OF LAND 5 FEET IN WIDTH AND 60 FEET IN LENGTH BOUNDED ON THE NORTHEASTERN SIDE BY THE SOUTHWESTERN LINE OF LOT 25, IN BLOCK 1, ON THE SOUTHEASTERN SIDE BY THE SOUTHEASTERN LINE OF THE KENNEDY TRACT HEREINAFTER REFERRED TO, ON THE SOUTHWESTERN SIDE BY THE NORTHEASTERN LINE OF LOT 26, IN BLOCK N, AND ON THE NORTHWESTERN SIDE OF EAST 11TH STREET, ALL AS SHOWN ON THE MAP OF KNOWLES & POTTER SUBDIVISION OF THE KENNEDY TRACT, FILED DECEMBER 5, 1887, IN LIBER 9 OF MAPS, PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 4:

COMMENCING AT THE MOST NORTHERN CORNER OF LOT 1, IN BLOCK N, BEING THE POINT OF INTERSECTION OF THE EASTERN LINE OF 28TH AVENUE AND THE SOUTHERN LINE OF EAST 11TH STREET AS THE SAID LOT, BLOCK, AVENUE AND STREET ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "KNOWLES & POTTER SUBDIVISION OF THE KENNEDY TRACT, BROOKLYN TOWNSHIP, ALAMEDA COUNTY, CAL.", FILED DEC. 5TH, 1887 IN THE OFFICE OF THE COUNTY RECORDER OF SAID ALAMEDA COUNTY, AND RUNNING THENCE ALONG THE SAID SOUTHERN LINE OF EAST 11TH STREET AS SHOWN UPON THE AFORESAID MAP, AND SAID LINE PRODUCED SOUTH 49 DEGREES 3 MINUTES EAST 551.43 FEET TO A POINT ON THE WESTERN LINE OF 29TH AVENUE, AS THE SAID AVENUE NOW EXISTS IN THE CITY OF OAKLAND; THENCE ALONG SAID WESTERN LINE OF 29TH AVENUE, SOUTH 37 DEGREES 34 MINUTES WEST 173.37 FEET; THENCE ON THE ARC OF A CURVE TO THE RIGHT, TANGENT TO THE LAST NAMED COURSE, WITH A RADIUS OF 25 FEET, A DISTANCE OF 40.75 FEET TO A POINT ON THE NORTHERN LINE OF EAST 10TH STREET, AS THE SAID EAST 10TH STREET NOW EXISTS IN THE CITY OF OAKLAND; THENCE ALONG SAID LINE OF EAST 10TH STREET, NORTH 49 DEGREES 3 MINUTES WEST 193.27 FEET TO THE MOST SOUTHERN CORNER OF LOT 25 IN SAID BLOCK N, AS SHOWN UPON THE AFORESAID MAP; THENCE ALONG THE EASTERN BOUNDARY LINE OF SAID LOT 25, NORTH 37 DEGREES 6 MINUTES EAST 100 FEET TO THE MOST EASTERN CORNER OF SAID LOT 25; THENCE ALONG A LINE IN THE CENTER OF SAID BLOCK N, NORTH 49 DEGREES 3 MINUTES WEST 285 FEET TO A POINT ON THE NORTHERN BOUNDARY LINE OF LOT 23 IN SAID BLOCK N, DISTANT THEREON NORTHWESTERLY 5 FEET FROM THE MOST EASTERN CORNER THEREOF; THENCE PARALLEL WITH THE EASTERN BOUNDARY LINE OF SAID LOT 23, SOUTH 37 DEGREES 6 MINUTES WEST 100 FEET TO A POINT ON THE AFORESAID NORTHERN LINE OF EAST 10TH STREET; THENCE ALONG SAID LINE OF EAST 10TH STREET, NORTH 49 DEGREES 3 MINUTES WEST 0.09 FEET; THENCE LEAVING SAID LINE OF EAST 10TH STREET, NORTHERLY ON THE ARC OF A CURVE TO THE RIGHT, TANGENT TO THE LAST NAMED COURSE, WITH A RADIUS OF 24.90 FEET, A DISTANCE OF 26.44

ORDER NO. 11905

EXHIBIT "A" (CONTINUED)

FRET; THENCE NORTHERLY ON THE ARC OF A CURVE TO THE RIGHT, COMPOUNDING WITH THE LAST NAMED CURVE, WITH A CHORD BEARING NORTH 24 DEGREES 26 MINUTES 50 SECONDS EAST, WITH A RADIUS OF 250 FEET A DISTANCE OF 110.42 FEET TO A POINT ON THE EASTERN LINE OF 28TH AVENUE, AS IT NOW EXISTS IN THE CITY OF OAKLAND, THENCE ALONG THE LAST SAID LINE, NORTH 37 DEGREES 4 MINUTES EAST 81.97 FEET TO THE POINT OF COMMENCEMENT.

BEING A PORTION OF THE SAID BLOCK W, AS SHOWN ON THE AFORESAID MAP, AND THE PROPERTY HERETOFORE CONVEYED BY DERRY ESTATE COMPANY TO SAID W. C. FRINCK & CO., BY DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF ALAMEDA, UNDER SERIAL NO. 8/20158.

EXCEPTING THEREFROM THOSE PORTIONS DEEDED TO THE STATE OF CALIFORNIA BY DEED DATED APRIL 22, 1947 IN BOOK 5155, AT PAGE 170.

PANCEL 5:

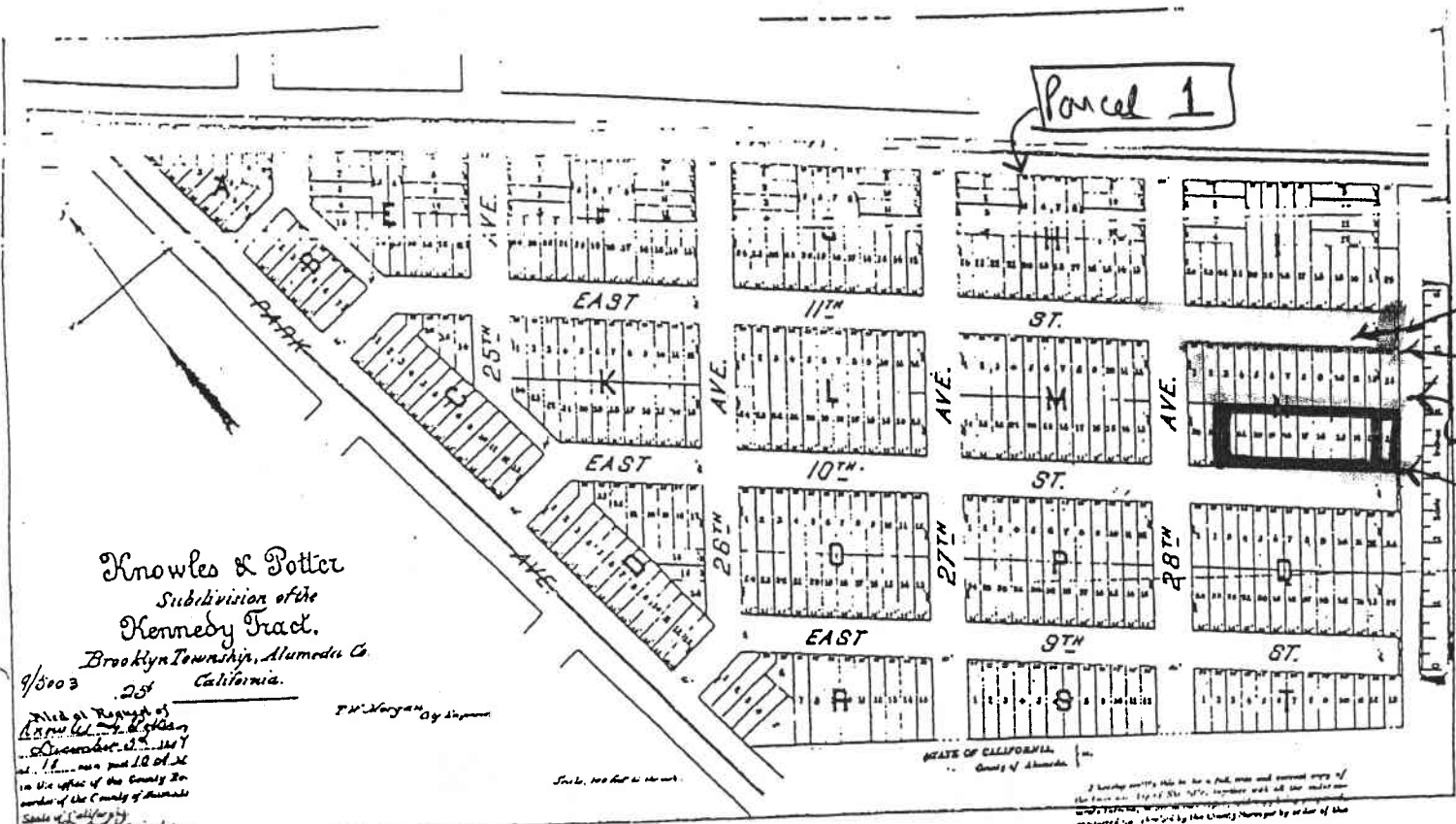
LOTS 13 TO 22, INCLUSIVE, LOT 25, AND THE SOUTHEASTERN 5 FEET, FRONT AND REAR MEASUREMENT, OF LOT 23, IN BLOCK "W", AS SAID LOTS AND BLOCK ARE SHOWN ON THE MAP OF "KNOWLES & POTTER SUBDIVISION OF THE KENNEDY TRACT, BROOKLYN TOWNSHIP, ALAMEDA CO., CALIFORNIA", FILED DECEMBER 5, 1887, IN BOOK 9 OF MAPS, AT PAGE 11 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

RESERVING AND EXCEPTING THEREFROM ONE HUNDRED PER CENT (100%) OF ALL OIL, GAS, MINERAL, GEOTHERMAL AND SIMILAR RIGHTS LYING BELOW A DEPTH OF FIVE HUNDRED FEET (500') MEASURED VERTICALLY FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY THROUGH THE SURFACE OF SAID LAND OR THE UPPER FIVE HUNDRED FEET (500') THEREOF, AS CONTAINED IN THE CORPORATION QUITCLAIM DEED FROM DEL MONTE CORPORATION, A NEW YORK CORPORATION RECORDED JANUARY 15, 1979, SERIES NO. 79-8379.

ASSESSOR'S PARCEL NO. 19-93-10-2

pg. 130

19-93-10-2



Parcel 1

Parcel 2

Parcel 3

Parcel 4?

Parcel 5

APN

19-93-10-2

Knowles & Potter
 Subdivision of the
 Kennedy Tract.
 Brooklyn Township, Alameda Co
 California.

9/5/03 28th California.

Rec'd of Report of
 A. P. ...
 ...
 in the office of the County Recorder
 of the County of Alameda
 State of California

T. W. Morgan, City Recorder

Scale, 100 feet to the inch

STATE OF CALIFORNIA
 County of Alameda

I hereby certify this to be a full, true and correct copy of
 the same as filed in my office, together with all the maps and
 other papers, and the same are hereby certified to be
 prepared in accordance with the County Recorder by order of the
 County of Alameda.
 Witness my hand and official seal hereunto at this
 office, this 9th day of September, A. D. 1903

9

The undersigned, J. B. Parker, hereby certifies that he
 has read the above plat and that the same is correct and
 true to the original filed in his office.

STATE OF CALIFORNIA
 COUNTY OF ALAMEDA

81-151809

9-4-81

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
11905-K0

RECORDED AT REQUEST OF
Chicago Title Ins. Co.
AT 10:30 A.M.

11-15-81

SEP -4 1981

AND WHEN RECORDED MAIL TO

Street Address
City
State
ZIP Code

Chicago Title
#1 Kaiser Plaza Suite 1901
Oakland Calif 94612
LTD Owners

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY CLERK

TRANSFER
TAX PAID
ALAMEDA COUNTY

SPACE ABOVE THIS LINE FOR RECORDED

MAIL TAX STATEMENTS TO

DOCUMENTARY TRANSFER TAX \$ 1,434.95
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.

CHICAGO TITLE COMPANY OF
ALAMEDA COUNTY

This transfer was done for the purpose of effecting a tax-deferred exchange. Transfer tax is being paid on Grant Deed recorded concurrently herewith.

GRANT DEED

(Escrow No. 11905-K0.....)

(PARTNERSHIP)

By this instrument dated August 12, 1981 for a valuable consideration,

WAREHOUSE PROPERTIES, A California General Partnership

hereby GRANTS to

S & W ENTERPRISES, a California Corporation and PACIFIC REGION INVESTMENTS,
a General Partnership

the following described Real Property in the State of California, County of Alameda.....

City of Oakland

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

WAREHOUSE PROPERTIES, A California
General Partnership

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF FOR SIGNATURES

STATE OF CALIFORNIA) SS. On _____, 19____, before me, the undersigned, a Notary Public in and for
COUNTY OF _____) said County and State, personally appeared _____
the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Notary's Signature

MAIL TAX STATEMENTS AS DIRECTED ABOVE

81-14809
Whse Prop.
S & W Ent.
Pac Reg Inv.

EXHIBIT "A"

WAREHOUSE PROPERTIES, A CALIFORNIA GENERAL PARTNERSHIP

BY: *Neal J. Nelson*
NEAL J. NELSON, PARTNER

BY: *Bert Barstad, Jr.*
BERT BARSTAD, JR., PARTNER

BY: *Raymond E. Lewis*
RAYMOND E. LEWIS, PARTNER

BY: *William H. Kerry*
WILLIAM H. KERRY, PARTNER

BY: *Jeffrey W. Kerry*
JEFFREY W. KERRY, PARTNER

BY: *James T. Schuyler*
JAMES T. SCHUYLER, PARTNER

BY: *Karen E. Schuyler*
KAREN E. SCHUYLER, PARTNER

BY: *William H. Zenklusen*
WILLIAM H. ZENKLUSEN, PARTNER

EXHIBIT "B"

CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA

PARCEL 1:

BEGINNING AT A POINT OF INTERSECTION OF THE WESTERLY LINE OF 29TH AVENUE (FORMERLY CALLED PARK STREET) WITH THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF THE SOUTHERN PACIFIC COMPANY LEADING FROM OAKLAND TO NILES; RUNNING THENCE SOUTH 37° 38' WEST AND ALONG SAID WESTERLY LINE OF 29TH AVENUE (FORMERLY PARK STREET) 201.21 FEET, MORE OR LESS TO THE NORTHERLY LINE OF EAST 11TH STREET (IF THE SAME WERE EXTENDED EASTERLY AS SHOWN ON A CERTAIN MAP ENTITLED "KNOWLES & PETER SUBDIVISION OF THE KENNEDY TRACT, BROOKLYN TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA", FILED DECEMBER 5TH, 1887, IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY); RUNNING THENCE WESTERLY AND ALONG SAID NORTHERLY LINE OF EAST 11TH STREET, 912.51 FEET TO THE POINT OF INTERSECTION OF THE SAID NORTHERLY LINE OF EAST 11TH STREET WITH THE EASTERLY LINE OF 27TH AVENUE; RUNNING THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID 27TH AVENUE, 200 FEET TO THE SOUTHERLY LINE OF THE AFOREMENTIONED RIGHT-OF-WAY OF THE SOUTHERN PACIFIC COMPANY LEADING FROM OAKLAND TO NILES, THENCE EASTERLY ALONG SAID LAST MENTIONED RIGHT-OF-WAY OF SAID SOUTHERN PACIFIC COMPANY 914.30 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT ON THE NORTHEASTERN LINE OF EAST 11TH STREET, DISTANT THEREON 254.06 FEET SOUTH-WESTERLY FROM THE SOUTHEASTERN LINE OF 27TH AVE.; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 113.37 FEET AND BEING TANGENT TO SAID NORTHEASTERN LINE OF EAST 11TH STREET A DISTANCE OF 122.35 FEET TO THE SOUTHWESTERN LINE OF EAST 11TH STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERN LINE OF EAST 11TH ST., TO THE NORTHWESTERN LINE OF 29TH AVENUE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERN LINE OF 29TH AVE., 80.16 FEET TO THE AFORESAID NORTHEASTERN LINE OF EAST 11TH STREET, AND THENCE NORTHWESTERLY ALONG SAID NORTHEASTERN LINE OF EAST 11TH STREET, TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO THE PARTY OF THE FIRST PART BY THE CITY OF OAKLAND BY DEED DATED MARCH 9, 1912 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY ON OCTOBER 19, 1922, IN LIBER 276 OF OFFICIAL RECORDS AT PAGE 342, AND BEING THE SAME PROPERTY DESCRIBED IN ORDINANCE NO. 2267 N.S. OF THE CITY OF OAKLAND, ORDERING THE CLOSING UP AND ABANDONING OF THAT PORTION OF EAST 11TH STREET IN SAID CITY OF OAKLAND HEREINAFORE DESCRIBED.

PARCEL 3:

A STRIP OF LAND 5 FEET IN WIDTH AND 60 FEET IN LENGTH BOUNDED ON THE NORTHEASTERN SIDE BY THE SOUTHWESTERN LINE OF LOT 25, IN BLOCK 1, ON THE SOUTHEASTERN SIDE BY THE SOUTHEASTERN LINE OF THE KENNEDY TRACT HEREINAFTER REFERRED TO, ON THE SOUTHWESTERN SIDE BY THE NORTHEASTERN LINE OF LOT 26, IN BLOCK N, AND ON THE NORTHWESTERN SIDE OF EAST 11TH STREET, ALL AS SHOWN ON THE MAP OF KNOWLES & POTTER SUBDIVISION OF THE KENNEDY TRACT, FILED DECEMBER 5, 1887, IN LIBER 9 OF MAPS, PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 4:

COMMENCING AT THE MOST NORTHERN CORNER OF LOT 1, IN BLOCK N, BEING THE POINT OF INTERSECTION OF THE EASTERN LINE OF 28TH AVENUE AND THE SOUTHERN LINE OF EAST 11TH STREET AS THE SAID LOT, BLOCK, AVENUE AND STREET ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "KNOWLES & POTTER SUBDIVISION OF THE KENNEDY TRACT, BROOKLYN TOWNSHIP, ALAMEDA COUNTY, CAL.", FILED DEC. 5TH, 1887 IN THE OFFICE OF THE COUNTY RECORDER OF SAID ALAMEDA COUNTY, AND RUNNING THENCE ALONG THE SAID SOUTHERN LINE OF EAST 11TH STREET AS SHOWN UPON THE AFORESAID MAP, AND SAID LINE PRODUCED SOUTH 49 DEGREES 3 MINUTES EAST 551.43 FEET TO A POINT ON THE WESTERN LINE OF 29TH AVENUE, AS THE SAID AVENUE NOW EXISTS IN THE CITY OF OAKLAND; THENCE ALONG SAID WESTERN LINE OF 29TH AVENUE, SOUTH 37 DEGREES 34 MINUTES WEST 173.37 FEET; THENCE ON THE ARC OF A CURVE TO THE RIGHT, TANGENT TO THE LAST NAMED COURSE, WITH A RADIUS OF 25 FEET, A DISTANCE OF 40.75 FEET TO A POINT ON THE NORTHERN LINE OF EAST 10TH STREET, AS THE SAID EAST 10TH STREET NOW EXISTS IN THE CITY OF OAKLAND; THENCE ALONG SAID LINE OF EAST 10TH STREET, NORTH 49 DEGREES 3 MINUTES WEST 193.27 FEET TO THE MOST SOUTHERN CORNER OF LOT 25 IN SAID BLOCK N, AS SHOWN UPON THE AFORESAID MAP; THENCE ALONG THE EASTERN BOUNDARY LINE OF SAID LOT 25, NORTH 37 DEGREES 6 MINUTES EAST 100 FEET TO THE MOST EASTERN CORNER OF SAID LOT 25; THENCE ALONG A LINE IN THE CENTER OF SAID BLOCK N, NORTH 49 DEGREES 3 MINUTES WEST 285 FEET TO A POINT ON THE NORTHERN BOUNDARY LINE OF LOT 23 IN SAID BLOCK N, DISTANT THEREON NORTHWESTERLY 5 FEET FROM THE MOST EASTERN CORNER THEREOF; THENCE PARALLEL WITH THE EASTERN BOUNDARY LINE OF SAID LOT 23, SOUTH 37 DEGREES 6 MINUTES WEST 100 FEET TO A POINT ON THE AFORESAID NORTHERN LINE OF EAST 10TH STREET; THENCE ALONG SAID LINE OF EAST 10TH STREET, NORTH 49 DEGREES 3 MINUTES WEST 0.09 FEET; THENCE LEAVING SAID LINE OF EAST 10TH STREET, NORTHERLY ON THE ARC OF A CURVE TO THE RIGHT, TANGENT TO THE LAST NAMED COURSE, WITH A RADIUS OF 74.90 FEET, A DISTANCE OF 26.44

FEET; THENCE NORTHERLY ON THE ARC OF A CURVE TO THE RIGHT, COMPOUNDING WITH THE LAST NAMED CURVE, WITH A CHORD BEARING NORTH 24 DEGREES 26 MINUTES 50 SECONDS EAST, WITH A RADIUS OF 250 FEET A DISTANCE OF 110.42 FEET TO A POINT ON THE EASTERN LINE OF 28TH AVENUE, AS IT NOW EXISTS IN THE CITY OF OAKLAND, THENCE ALONG THE LAST SAID LINE, NORTH 37 DEGREES 6 MINUTES EAST 81.97 FEET TO THE POINT OF COMMENCEMENT.

BEING A PORTION OF THE SAID BLOCK N, AS SHOWN ON THE AFORESAID MAP, AND THE PROPERTY HERETOFORE CONVEYED BY DERBY ESTATE COMPANY TO SAID N. G. PRINCE & CO., BY DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF ALAMEDA, UNDER SERIAL NO. S/20158.

EXCEPTING THEREFROM THOSE PORTIONS DEEDED TO THE STATE OF CALIFORNIA BY DEED DATED APRIL 22, 1947 IN BOOK 5155, AT PAGE 130.

PARCEL 5:

LOTS 13 TO 22, INCLUSIVE, LOT 25, AND THE SOUTHEASTERN 5 FEET, FRONT AND REAR MEASUREMENT, OF LOT 23, IN BLOCK "N", AS SAID LOTS AND BLOCK ARE SHOWN ON THE MAP OF "KNOWLES & POTTER SUBDIVISION OF THE KENNEDY TRACT, BROOKLYN TOWNSHIP, ALAMEDA CO., CALIFORNIA", FILED DECEMBER 5, 1887, IN BOOK 9 OF MAPS, AT PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

RESERVING AND EXCEPTING THEREFROM ONE HUNDRED PER CENT (100%) OF ALL OIL, GAS, MINERAL, GEOTHERMAL AND SIMILAR RIGHTS LYING BELOW A DEPTH OF FIVE HUNDRED FEET (500') MEASURED VERTICALLY FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY THROUGH THE SURFACE OF SAID LAND OR THE UPPER FIVE HUNDRED FEET (500') THEREOF, AS CONTAINED IN THE CORPORATION QUITCLAIM DEED FROM DEL MONTE CORPORATION, A NEW YORK CORPORATION RECORDED JANUARY 15, 1979, SERIES NO. 79-8379.

ASSESSOR'S PARCEL NO. 19-93-10-2

County of Alameda

On August 12 1982
before me, the undersigned a Notary Public in and for said State, personally appeared
William H. Kary, known to me,
to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.



WITNESS my hand and official seal

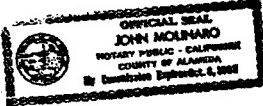
[Signature]
Notary Public in and for said State

ACKNOWLEDGMENT - Partnership - Notarials Form 28 - Rev. 2-61

STATE OF CALIFORNIA

County of ALAMEDA

On this 13th day of AUGUST in the year one thousand nine hundred and Eighty-two before me, the undersigned
a Notary Public, State of California, duly commissioned and sworn, personally appeared
BERT BARSTAD, JR.



known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

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.

[Signature]
Notary Public, State of California

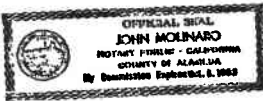
My Commission Expires 10-8-83

This document is only a general form which may be printed for use in specific instances and on every page, it is essential to fill in a statement for the office of an attorney. The individual must make any necessary, proper entries or changes in the appropriate office of any provision or the substance of their form or any specific instrument. Comptroller's Form No. 28 - (Acknowledgment - Partnership) (C. C. Sec. 1189)

STATE OF CALIFORNIA

County of ALAMEDA

On this 13th day of AUGUST in the year one thousand nine hundred and Eighty-two before me, the undersigned
a Notary Public, State of California, duly commissioned and sworn, personally appeared
JAMES TERAMOTO



known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

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.

[Signature]
Notary Public, State of California

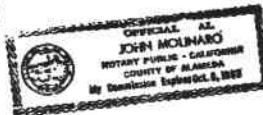
My Commission Expires 10-8-83

This document is only a general form which may be printed for use in specific instances and on every page, it is essential to fill in a statement for the office of an attorney. The individual must make any necessary, proper entries or changes in the appropriate office of any provision or the substance of their form or any specific instrument. Comptroller's Form No. 28 - (Acknowledgment - Partnership) (C. C. Sec. 1189)

STATE OF CALIFORNIA

County of ALAMEDA

On this 24th day of August in the year one thousand nine hundred and Eighty-two before me, the undersigned
a Notary Public, State of California, duly commissioned and sworn, personally appeared
WAL J. NELSON



known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

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.

[Signature]
Notary Public, State of California

My Commission Expires 10/8/83

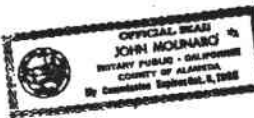
This document is only a general form which may be printed for use in specific instances and on every page, it is essential to fill in a statement for the office of an attorney. The individual must make any necessary, proper entries or changes in the appropriate office of any provision or the substance of their form or any specific instrument. Comptroller's Form No. 28 - (Acknowledgment - Partnership) (C. C. Sec. 1189)

STATE OF CALIFORNIA,

W-151839

County of ALAMEDA

On this 27th day of AUGUST in the year one thousand nine hundred and Eighty-Three before me, the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared BERNARD E. LEVIT



known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
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.

John Molinaro
Notary Public, State of California.

10/8/83

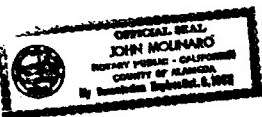
My Commission Expires

This document is only a general form which may be proper for use in private transactions and as to its validity, or its admitted use, as a substitute for the advice of an attorney and as to its effect, or its admitted use, as a substitute for the advice of an attorney, the public officer shall make any necessary, proper notice or record, as to the legal effect of any provision or the liability of these forms in any specific transaction.
County's Form No. 28—(Acknowledgments—Partnership)
(C. C. Sec. 1109)

STATE OF CALIFORNIA,

County of ALAMEDA

On this 20th day of AUGUST in the year one thousand nine hundred and Eighty-Three before me, the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared JEFFREY W. KERRY



known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
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.

John Molinaro
Notary Public, State of California.

10/8/83

My Commission Expires

This document is only a general form which may be proper for use in private transactions and as to its validity, or its admitted use, as a substitute for the advice of an attorney and as to its effect, or its admitted use, as a substitute for the advice of an attorney, the public officer shall make any necessary, proper notice or record, as to the legal effect of any provision or the liability of these forms in any specific transaction.
County's Form No. 28—(Acknowledgments—Partnership)
(C. C. Sec. 1109)

STATE OF CALIFORNIA,

County of ALAMEDA

On this 26th day of AUGUST in the year one thousand nine hundred and Eighty-Three before me, the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared HARVEY S. SCHWARTZ



known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
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.

John Molinaro
Notary Public, State of California.

My Commission Expires

This document is only a general form which may be proper for use in private transactions and as to its validity, or its admitted use, as a substitute for the advice of an attorney and as to its effect, or its admitted use, as a substitute for the advice of an attorney, the public officer shall make any necessary, proper notice or record, as to the legal effect of any provision or the liability of these forms in any specific transaction.
County's Form No. 28—(Acknowledgments—Partnership)
(C. C. Sec. 1109)

STATE OF CALIFORNIA,

County of ALAMEDA

On this 31st day of AUGUST in the year one thousand nine hundred and Eighty-Three before me, the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared WILLIAM H. KROEBER



known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
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.

John Molinaro
Notary Public, State of California.

My Commission Expires

This document is only a general form which may be proper for use in private transactions and as to its validity, or its admitted use, as a substitute for the advice of an attorney and as to its effect, or its admitted use, as a substitute for the advice of an attorney, the public officer shall make any necessary, proper notice or record, as to the legal effect of any provision or the liability of these forms in any specific transaction.
County's Form No. 28—(Acknowledgments—Partnership)
(C. C. Sec. 1109)

Roadway Express, Inc
1077 Ridge Blvd.
Akron, Oh. 44309

AGREEMENT

1981

RECORDED IN OFFICIAL RECORDS
OF ALAMEDA COUNTY, CALIF.
AUG 20 1981
AT 5:30 P M
DEANE C. DAVENPORT, County Recorder

81-142121

128

This Agreement, entered into this 29th day of JUNE, 1981,
by and between Comanche Investment Co., a California corporation (c/o Nelson
Peterson Associates, 601 California Street, San Francisco, California 94108),
hereinafter referred to as "Comanche", and Roadway Express, Inc., a Delaware
corporation (P. O. Box 471, Akron, Ohio 44309, Attn: Neal Betzke Esq.),
hereinafter referred to as "Roadway".

WHEREAS, the subject of this Agreement is a certain approximately 3 acre
parcel situate at 2806 East 14th Street, Oakland, California, more particularly
shown outlined in red on Exhibit A, attached hereto and made a part hereof,
hereinafter referred to as the "property";

WHEREAS, Roadway has undertaken to investigate, and is continuing to
investigate, the suitability of the property for truck terminal use in
accordance with Roadway's requirements;

WHEREAS, the determination of the suitability of the property for said
intended use is dependent upon resolution of certain title, engineering, and
governmental approval requirements;

WHEREAS, even if the above title, engineering, and governmental approval
requirements are resolved, the concept of purchase of the subject property
must also be approved unanimously by Roadway's Board of Directors, which
approval may be denied without reason;

WHEREAS, Warehouse Properties, hereinafter referred to as "Owner", is
the legal fee owner of the entire premises of which the property forms a part,
which comprises approximately 7.36 acres and is shown outlined in yellow on
Exhibit A, hereinafter referred to as the "entire premises";

WHEREAS, Comanche has entered into an agreement for the purchase of the
entire premises; and

81-142121

WHEREAS, said agreement is contingent only upon Owner obtaining an exchange property prior to the date set hereinafter for closing on the property.

NOW, THEREFORE, in consideration of the payment of \$500 by Roadway to Comanche, the receipt of which Comanche hereby acknowledges, Comanche does hereby grant unto Roadway the right and option to purchase the property up to and including the 11th day of August, 1961, for a total consideration of \$1,050,000. In the event Roadway does not purchase said property for any reason whatsoever, except as stated hereinbelow, Comanche shall be entitled to all sums paid to Comanche under this Agreement as consideration for the granting of this option, and Roadway shall also be obligated to provide Comanche with any and all engineering, survey, title and miscellaneous data compiled by Roadway during Roadway's investigation of the property and Comanche shall have no further recourse or right of action against Roadway. If Roadway fails to timely exercise its option, all its rights to purchase the property shall terminate. If Roadway does purchase the property, then, in such event, all option considerations herewith paid to Comanche shall be credited against the said \$1,050,000 purchase price.

Notice to Comanche by Roadway of Roadway's intention to purchase the property shall be granted to Comanche, in writing to the aforesaid address, by either certified letter, U.S. mails, return receipt requested, or telegram transmitted to the aforesaid address, on or prior to the expiration of the option term. Failure of Roadway to send said notice as aforesaid shall vest in Comanche the right to retain said option considerations as liquidated damages with no further remedy or recourse against Roadway, except that Roadway shall be obligated to provide Comanche with any and all engineering, survey, title and miscellaneous data compiled by Roadway during Roadway's investigation of the property. Except as provided hereinbelow, closing shall take place within seven (7) days following notice by Roadway of Roadway's intention to purchase the property.

In the event Roadway elects to purchase the property, all current real estate taxes presently due or payable shall be paid by Comanche at closing.

- 2 -

Closing shall take place at Chicago Title Insurance Company offices at One Arisar Plaza, Ordway Building, Suite 1901, Oakland, California 94612. Applicable transfer taxes, documentary fees and title expenses shall be paid by the respective parties in accordance with local custom. Roadway shall pay for the cost of recording the Deed of Conveyance. Comanche shall convey title to the property by Grant Deed, free and clear of all liens and encumbrances. Any liens or encumbrances quantifiable in monetary terms shall be discharged and paid by Comanche at closing.

During the option period, or any extension thereof, Roadway shall be permitted to enter upon the property for purposes of making surveys, test borings, soil analyses, and other tests and investigations of a similar nature. Roadway agrees to indemnify and hold Comanche harmless against any losses, damages, claims, suits or actions arising out of any injury to or death of persons or damage to property attributable to the negligent act or omission of Roadway's employees, agents, or licensees while so investigating the property. Comanche agrees to obtain the written approval of Owner to Roadway's investigation of the property.

Comanche shall hold Roadway harmless from the payment of any real estate commission arising out of the sale of the property described herein to Roadway as provided in this Agreement. Roadway represents that it has dealt with no broker in conjunction with this transaction, other than Nelson Peterson Associates.

Roadway and Comanche acknowledge that subdivision (parcel map) approval is required in order for Roadway to obtain a building permit. Roadway shall not be obligated to close purchase until said subdivision (parcel map) approval is obtained. Subdivision (parcel map) approval shall be obtained by Roadway, at Roadway's sole cost and expense. Comanche agrees to fully cooperate with Roadway in Roadway's efforts to obtain such approval, including the execution of any and all documents, consents and authorizations, and the submission to the governing body or any agency of the City of Oakland or County of Alameda

* * *

of any exhibit, contract or other document in either party's possession which may be required in any proceeding before any such governmental entity. Roadway shall not be obligated to close purchase in the event Roadway, in Roadway's judgment, determines that any of the improvements required as a condition precedent to the granting of such approval are excessive and beyond the scope of Roadway's intended development and use of the property. In the event Roadway so fails to close purchase, then neither party shall have any further rights or obligations hereunder, except that Roadway shall be obligated to provide Comanche with all engineering, survey, title and miscellaneous data compiled by Roadway during Roadway's investigation of the property.

In the event the aforesaid condition contained in the agreement by and between Owner and Comanche that an exchange property be located prior to the date of closing is not satisfied, then Comanche warrants that Comanche shall require the Owner to conclude purchase for cash and a purchase money Deed of Trust. Said Deed of Trust shall provide for the right to release and satisfy the Deed of Trust as it pertains to the property. In the event Comanche fails to conclude purchase of the property from the Owner on or prior to the date of closing as described herein, then, in such event, Comanche shall immediately so notify Roadway, in writing, and upon the furnishing of said notice, both parties shall be released and forever discharged of any and all obligations imposed by this Agreement, except that Comanche shall be obligated to refund all option considerations paid by Roadway and to reimburse Roadway for all fees and expenses incurred by Roadway during Roadway's investigation of the property, upon receipt of paid third party invoices.

The parties hereto acknowledge that there are several buildings on the entire premises which are physically connected to buildings located on property retained by Comanche following closing on the property (hereinafter referred to as the "retained property"). Comanche agrees to permit Roadway to demolish those buildings shown shaded in green on Exhibit A, following closing, when Roadway deems necessary, notwithstanding the fact that said buildings, or portion thereof, are located on Comanche's retained property.

- 4 -

Roadway agrees to demolish said buildings at Roadway's sole cost and expense. Roadway agrees to repair any damage done to any other portion of Comanche's retained property by Roadway during the demolition work. The provisions of this paragraph shall survive closing and delivery of the Deed.

Roadway agrees to install a fence (with gates) dividing the property from Comanche's retained property as shown on Exhibit A, at Roadway's sole cost and expense, when Roadway constructs a facility on the property. The type and height of said fence shall be left solely to Roadway's discretion.

Comanche agrees to execute an Easement Agreement acceptable to Roadway, in recordable form, and deliver same to Roadway, at closing, providing for Roadway's right to permanently utilize that area shown outlined in orange on Exhibit A for vehicular ingress and egress to, from and between the property and Lisbon Street and East 11th Street. Said Easement Agreement shall provide for the joint maintenance of said easement area.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COMANCHE INVESTMENT COMPANY

By M. J. [Signature]
As its Manager

By _____
As its _____

ROADWAY EXPRESS, INC.

By [Signature]
As its Vice President Transportation & Safety

ATTEST

By [Signature]
As its Secretary ;

STATE OF California)
) ss
COUNTY OF San Francisco)

Before me, the undersigned, a Notary Public, in and for said county and state, personally appeared A. J. Flaicher, as Managing Partner, and [unclear], of Comanche Investment Company, a California corporation, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the free act and deed of the said Comanche Investment Company and they executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

In Testimony Whereof, I have hereunto set my hand and official seal at San Francisco, California, this 29th day of June, 1961.

Ann Frances Looney
Notary Public



STATE OF OHIO)
) ss
COUNTY OF SUMMIT)

Before me, the undersigned, a Notary Public, in and for said county and state, personally appeared C. R. Pflieger, as V.P. Comanche Investment Co., and [unclear], as [unclear], of Roadway Express, Inc., a Delaware corporation, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the free act and deed of the said Roadway Express, Inc. and they executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

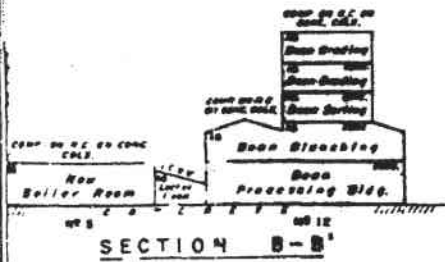
In Testimony Whereof, I have hereunto set my hand and official seal at Akron, Ohio, this 16th day of June, 1961.

Rita M. Giles
Notary Public

My Commission expires 10/24/63.

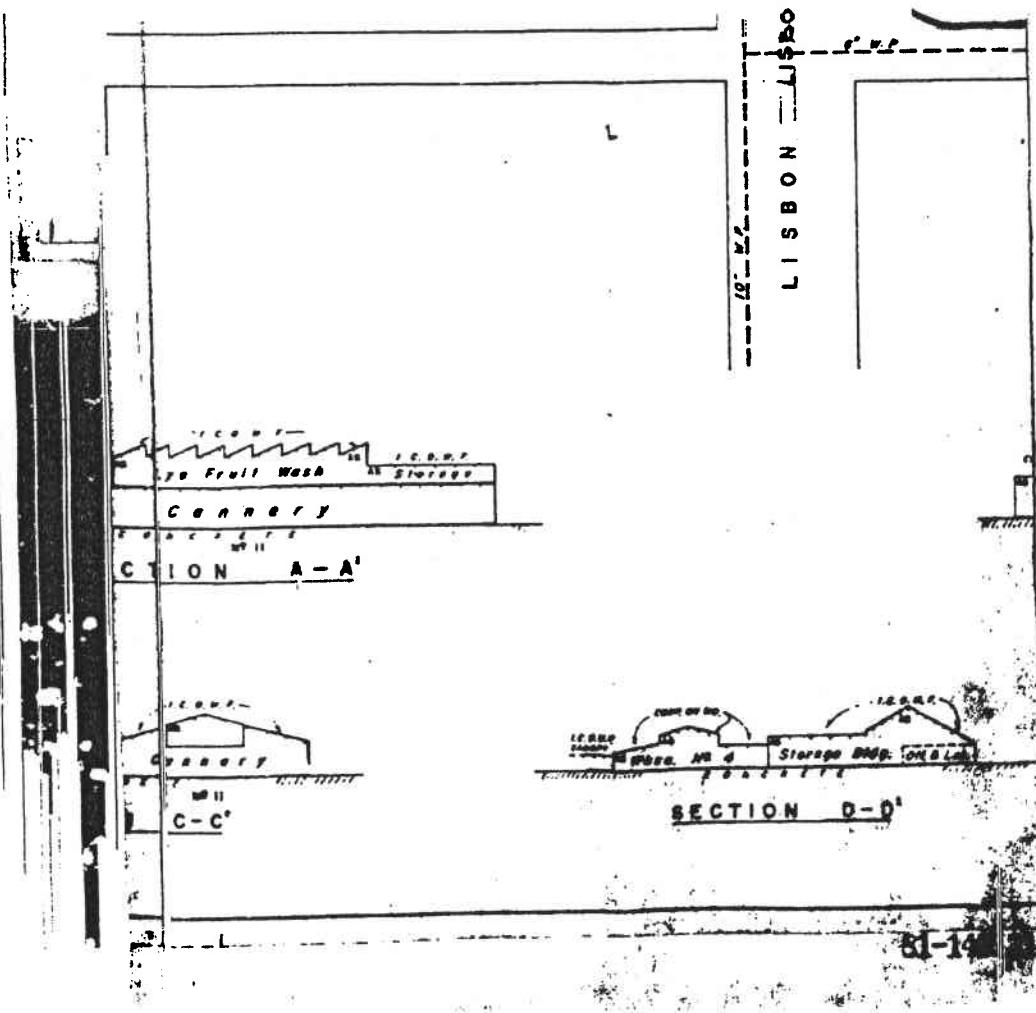
Notarial page for Agreement by and between Comanche Investment Co. and Roadway Express, Inc. for Oakland, California.

EAST TENTH STREET

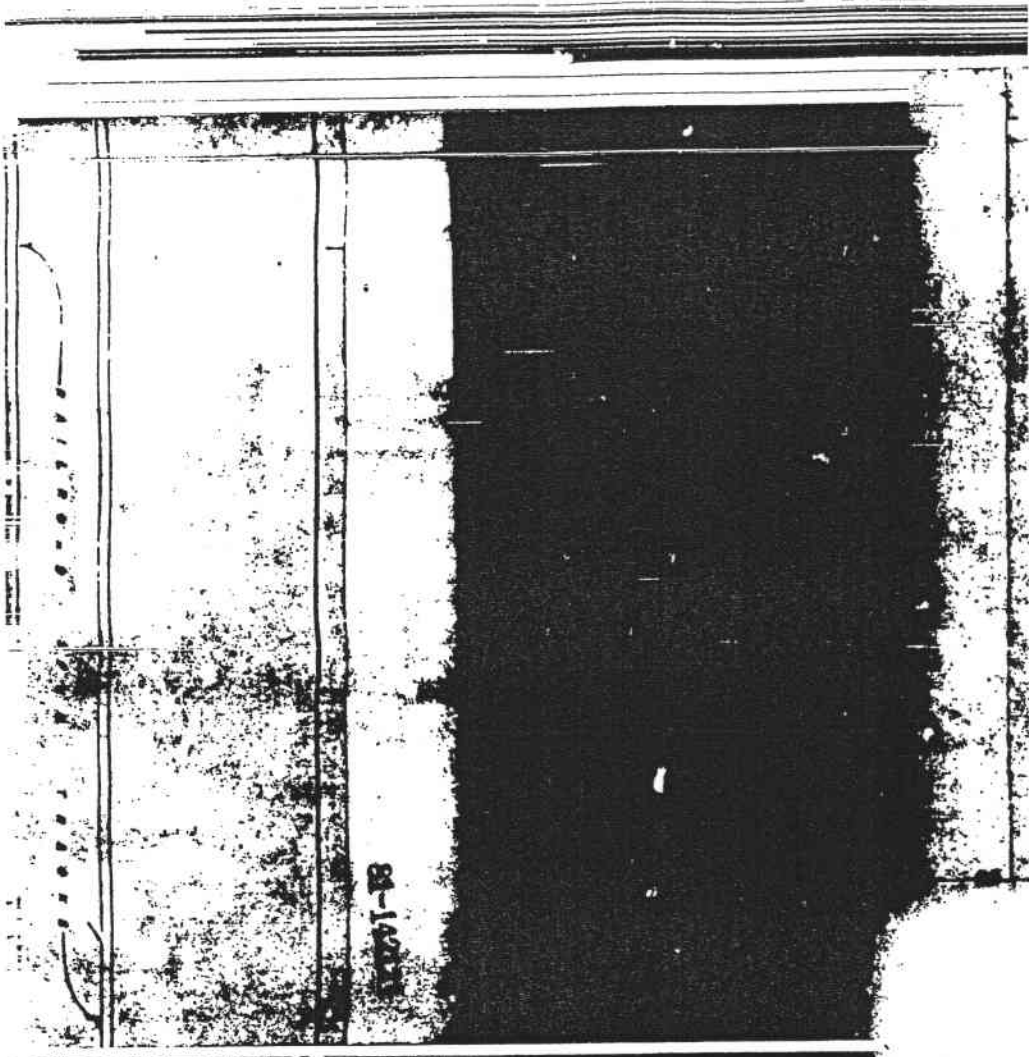


DETAIL N° 1
NOT TO SCALE

12' 5 1/2"
T W I



Description: Alameda, CA Document Year: DocID 1981.142121 Page: 9 of 12
 Order: rydersmith Comment:



Description: Alameda, CA Document-Year.DocID 1981.142121 Page: 10 of 12
Order: rydersmith Comment:

2/2/79
79-021697

RECORDING REQUESTED BY
BOOK title no. 390378
AND WHEN RECORDED MAIL TO
Mr. James Nelson
2448 Blackpool Lane
San Leandro, California 94577

RECORDED & INDEXED BY
Transwestern Title Ins. Co.
AT 10:30 A.M.
FEB - 2 1979
OFFICIAL RECORDER OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

79-021697

MAIL TAX STATEMENTS TO SAME
DOCUMENTARY TRANSFER TAX \$ -0-
 COMPUTED ON FULL VALUE OF PROP. CONVEYED
 OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.
SIGNATURE OF DECLARANT OR AGENT TO TRANSFER TAX - FROM NAME
Oakland City Tax

Quit Claim Deed

CHARLOTTE NELSON
hereby do release, release and QUIT CLAIM unto
NEAL JAMES NELSON, her husband as his sole and separate property
the following described real property in the City of Oakland, County of Alameda, State of California:
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Nelson
79 021697

Date: December 26, 1978
STATE OF CALIFORNIA, COUNTY OF Alameda } ss.
On December 26, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charlotte Nelson

Charlotte Nelson
Charlotte Nelson

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.
WITNESS my hand and official seal.
Signature *Donna L. Miller*
DONNA L. MILLER
Notary Public in and for said County and State



(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

NAME EXACTLY AS IT IS TYPED
Description: Alameda, CA Document-Year.DocID 1979.21697 Page: 1 of 4
Order: TH-10-19-2005 09-57-29 AM Comment:

DESCRIPTION

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

1. Beginning at a point of intersection of the Westerly line of 29th Avenue (formerly called Park Street) with the Southerly line of the right-of-way of the Southern Pacific Company leading from Oakland to the West; running thence South $37^{\circ} 38'$ West and along said Westerly line of 29th Avenue (formerly Park Street) 201.21 feet, more or less, to the Northerly line of East 11th Street (if the same were extended as shown on a certain map entitled "Knowles & Petter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda County, California", filed December 5th, 1887, in the office of the Recorder of Alameda County); running thence Westerly and along said Northerly line of East 11th Street, 912.51 feet to the point of intersection of the said Northerly line of East 11th Street with the Easterly line of 27th Avenue; running thence Northerly along the Easterly line of 27th Avenue, 200 feet to the Southerly line of the aforementioned right-of-way of the Southern Pacific Company leading from Oakland to the West; thence Easterly along said last mentioned right-of-way of the Southern Pacific Company 914.30 feet to the point of beginning.

2. Beginning at a point on the Northeastern line of East 11th Street, 254.06 feet Southeasterly from the Southeastern line of 27th Ave.; thence Southeasterly along the arc of a circle having a radius of 113.37 feet and being tangent to said Northeastern line of East 11th Street a distance of 122.35 feet to the Southwestern line of East 11th Street; thence Southeasterly along said Southwestern line of East 11th St., to the Northwestern line of 29th Avenue; thence Easterly along said Northwestern line of 29th Ave., 60.16 feet to the aforesaid Northeastern line of East 11th Street, and thence Easterly along said Northeastern line of East 11th Street, to the point of beginning.

3. Being the same property conveyed to the party of the first part by the City of Oakland by Deed dated March 9, 1912 and recorded in the office of the County Recorder of Alameda County on October 19, 1922, in Book 276 of Official Records at Page 342, and being the same property described in Ordinance No. 2267 M.S. of the City of Oakland, ordering the closing up and abandoning of that portion of East 11th Street in the City of Oakland hereinabove described.

(CONTINUED)

is a strip of land 5 feet in width and 60 feet in length bounded on the Northwestern side by the southwestern line of Lot 25, in Block I, on the Southeastern side by the Southeastern line of the Kennedy Tract hereinafter referred to, on the Southwestern side by the Northeastern line of Lot 24, in Block W, and on the Northwestern side of East 11th Street, all as shown on the map of Knowles & Potter Subdivision of the Kennedy Tract, filed December 5, 1887, in Liber 9 of Maps, Page 11, in the office of the County Recorder of Alameda County.

PARCEL 4:

Commencing at the most Northern corner of Lot 1, in Block W, being the point of intersection of the Eastern line of 28th Avenue and the Southern line of East 11th Street as the said lot, block, avenue and street are delineated and so designated upon that certain map entitled, "Knowles & Potter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda County, Cal.", filed Dec. 5th, 1887 in the office of the County Recorder of said Alameda County, and running thence along the said Southern line of East 11th Street as shown upon the aforesaid map, and said line produced South 49 degrees 3 minutes east 551.43 feet to a point on the western line of 29th Avenue, as the said Avenue now exists in the City of Oakland; thence along said Western line of 29th Avenue, South 37 degrees 34 minutes west 173.37 feet; thence on the arc of a curve to the right, tangent to the last named course, with a radius of 23 feet, a distance of 40.75 feet to a point on the Northern line of East 10th Street, as the said East 10th Street now exists in the City of Oakland; thence along said line of East 10th Street, north 49 degrees 3 minutes west 193.27 feet to the most southern corner of Lot 25 in said Block W, as shown upon the aforesaid map; thence along the Eastern boundary line of said Lot 25, North 37 degrees 6 minutes East 100 feet to the most eastern corner of said Lot 25; thence along a line in the center of said Block W, north 49 degrees 3 minutes west 285 feet to a point on the Northern boundary line of Lot 23 in said Block W, distant thereon Northwesterly 3 feet from the most eastern corner thereof; thence parallel with the eastern boundary line of said Lot 23, South 37 degrees 6 minutes west 100 feet to a point on the aforesaid northern line of East 10th Street; thence along said line of East 10th Street, North 49 degrees 3 minutes west 0.09 feet; thence leaving said line of East 10th Street, northerly on the arc of a curve to the right, tangent to the last named course, with a radius of 24.90 feet, a distance of 26.44 feet; thence northerly on the arc of a curve to the right, compounding with the last named curve, with a chord bearing north 24 degrees 26 minutes 50 seconds east, with a radius of 250 feet, a distance of 110.42 feet to a point on the Eastern line of 28th Avenue, as it now exists in the City of Oakland, and thence along the last said line, north 37 degrees 6 minutes east 81.97 feet to the point of commencement.

(CONTINUED)

7-021697/4

... a portion of the said Block N, as shown upon the aforesaid map,
the property heretofore conveyed by Derby Estate Company to said
Prince & Co., by Deed recorded in the office of the County
Recorder of said County of Alameda, under Serial No. 8/20158.

... therefrom these portions Deeded to the State of California
dated April 23, 1947 in Book 5155, at Page 130.

... 5:

... 11 to 22, inclusive, Lot 25, and the southeastern 5 feet, front
rear measurement, of Lot 22, in Block "N", as said lots and Block
shown on the map of "Knovles & Potter Subdivision of the Kennedy
Tract, Brooklyn Township, Alameda Co., California", filed December 5,
1911, in Book 9 of Maps, at Page 11, in the office of the County
Recorder of Alameda County.

... known as: 1125 - 29th Avenue
... County Account No's: 19-93-10-2

ENCLOSURE FOR MICROFILMING AND COPYING
PORTION OF THIS

79-008376
1/5/79

RECORDED AT REQUEST OF
 Northwestern Title Co.
 At 10:30 A.M.
 JAN 15 1979
 OFFICIAL RECORDS OF
 ALAMEDA COUNTY, CALIFORNIA
 RENE C. DAVIDSON
 COUNTY RECORDER

79-008379/1

Warehouse Properties
 C/O Henry & Associates
 131-Callan Ave.
 San Leandro, Ca. 94577

MAIL TAX STATEMENTS TO
 Warehouse Properties
 C/O Henry & Associates
 131-Callan Avenue
 San Leandro, Ca. 94577

APFIS I.R.S. # _____ IN THIS SPACE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Quitclaim Deed

THIS FORM PUBLISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DEL MONTE CORPORATION,
 a corporation organized under the laws of the state of New York,
 hereby REMISES, RELEASES AND QUITCLAIMS to

WAREHOUSE PROPERTIES, a California General Partnership,

that property in **Alameda** County, State of California, described as:

The real property and rights reserved by Del Monte Corporation in that certain Grant Deed from Del Monte Corporation to Warehouse Properties, dated August 1, 1978, and recorded in the Official Records of Alameda County in Reel 5516, Image 30; reserving and excepting from this quitclaim one hundred per cent (100%) of all oil, gas, mineral, geothermal and similar rights lying below a depth of five hundred feet (500') measured vertically from the surface of said land, but without the right of entry through the surface of said land or the upper five hundred feet (500') thereof.

Legal Description-See exhibit "B" attached hereto and made a part hereof,
 Commonly known as: 1125-29th, Avenue
 Alameda County Account No's: 19-93-10-2

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ Vice-President and _____ Secretary thereto duly authorized.
 Dated: 1/15/79

STATE OF CALIFORNIA }
 COUNTY OF San Francisco } SS.
 On January 9, 1979 before me, the undersigned a Notary Public in and for said State, personally appeared _____ known to me to be the _____ Vice-President, and _____ known to me to be the _____ Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that said Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature: Rhoda M. Kay
 Name (Typed or Printed): RHODA M. KAY

By: [Signature] Vice President
 By: [Signature] Asst. Secretary

RHODA M. KAY
 Notary Public - California
 City and County of San Francisco
 My commission expires Dec. 24, 1981

City of Oakland Tax # _____
 3/4 of 1% of full value conveyed

Doc. No. 300132-1m

Del Monte
Whse
79 008379

7-006179 (2)

DESCRIPTION

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

PARCEL 1:

Beginning at a point of intersection of the Westerly line of 29th Avenue (formerly called Park Street) with the Southerly line of the right-of-way of the Southern Pacific Company leading from Oakland to Miles; running thence South 37° 38' West and along said Westerly line of 29th Avenue (formerly Park Street) 201.21 feet, more or less to the Northerly line of East 11th Street (if the same were extended easterly as shown on a certain map entitled "Knowles & Pettee Sub-division of the Kennedy Tract, Brooklyn Township, Alameda County, California" filed December 5th, 1887, in the office of the Recorder of Alameda County); running thence Westerly and along said Northerly line of East 11th Street, 912.51 feet to the point of intersection of the said Northerly line of East 11th Street with the Easterly line of 27th Avenue; running thence Northerly along the Easterly line of said 27th Avenue, 200 feet to the Southerly line of the aforementioned right-of-way of the Southern Pacific Company leading from Oakland to Miles; thence Easterly along said last mentioned right-of-way of said Southern Pacific Company 914.30 feet to the point of beginning.

PARCEL 2:

Beginning at a point on the Northeastern line of East 11th Street, distant thereon 254.06 feet Southeasterly from the Southeastern line of 27th Ave., thence Southeasterly along the arc of a circle having a radius of 113.17 feet and being tangent to said Northeastern line of East 11th Street a distance of 122.35 feet to the Southwestern line of East 11th Street; thence Southeasterly along said Southwestern line of East 11th St., to the Northwestern line of 29th Avenue; thence Northeasterly along said Northwestern line of 29th Ave., 60.16 feet to the aforesaid Northeastern line of East 11th Street, and thence Northwesterly along said Northeastern line of East 11th Street, to the point of beginning.

Being the same property conveyed to the party of the first part by the City of Oakland by Deed dated March 9, 1912 and recorded in the office of the County Recorder of Alameda County on October 19, 1922, in Liber 276 of Official Records at Page 342, and being the same property described in Ordinance No. 2267 N.S. of the City of Oakland, ordering the closing up and abandoning of that portion of East 11th Street in said City of Oakland hereinabove described.

(CONTINUED)

PARCEL 3:

A strip of land 5 feet in width and 60 feet in length bounded on the Northeastern side by the Southwestern line of Lot 25, in Block I, on the Southeastern side by the Southeastern line of the Kennedy Tract hereinafter referred to, on the Southwestern side by the Northeastern line of Lot 26, in Block N, and on the Northwestern side of East 11th Street, all as shown on the map of Knowles & Potter Subdivision of the Kennedy Tract, filed December 5, 1887, in Liber 9 of Maps, Page 11, in the office of the County Recorder of Alameda County.

PARCEL 4:

Commencing at the most Northern corner of Lot 25, in Block N, being the point of intersection of the Eastern line of 28th Avenue and the Southern line of East 11th Street as the said lot, block, avenue and street are delineated and so designated upon that certain map entitled, "Knowles & Potter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda County, Cal.", filed Dec. 5th, 1887 in the office of the County Recorder of said Alameda County, and running thence along the said Southern line of East 11th Street as shown upon the aforesaid map, and said line produced South 49 degrees 3 minutes east 551.43 feet to a point on the western line of 29th Avenue, as the said Avenue now exists in the City of Oakland; thence along said Western line of 29th Avenue, South 37 degrees 34 minutes west 173.37 feet; thence on the arc of a curve to the right, tangent to the last named course, with a radius of 25 feet, a distance of 40.75 feet to a point on the Northern line of East 10th Street, as the said East 10th Street now exists in the City of Oakland; thence along said line of East 10th Street, north 49 degrees 3 minutes west 193.27 feet to the most southern corner of Lot 25 in said Block N, as shown upon the aforesaid map; thence along the Eastern boundary line of said Lot 25, North 37 degrees 6 minutes East 100 feet to the most eastern corner of said Lot 25; thence along a line in the center of said Block N, north 49 degrees 3 minutes west 285 feet to a point on the Northern boundary line of Lot 23 in said Block N, distant thereon Northwesterly 5 feet from the most eastern corner thereof; thence parallel with the eastern boundary line of said Lot 23, South 37 degrees 6 minutes west 100 feet to a point on the aforesaid northern line of East 10th Street; thence along said line of East 10th Street, North 49 degrees 3 minutes west 0.09 feet; thence leaving said line of East 10th Street, northerly on the arc of a curve to the right, tangent to the last named course, with a radius of 24.90 feet, a distance of 26.44 feet; thence northerly on the arc of a curve to the right, compounding with the last named curve, with a chord bearing north 24 degrees 26 minutes 50 seconds east, with a radius of 250 feet, a distance of 110.42 feet to a point on the Eastern line of 28th Avenue, as it now exists in the City of Oakland, and thence along the last said line, north 37 degrees 6 minutes east 81.97 feet to the point of commencement.

(CONTINUED)

Being a portion of the said Block N, as shown upon the aforesaid map, and the property heretofore conveyed by Derby Estate Company to said N. G. Prince & Co., by Deed recorded in the office of the County Recorder of said County of Alameda, under Serial No. S/20158.

Excepting therefrom those portions Deeded to the State of California by Deed dated April 22, 1947 in Book 5155, at Page 130.

PARCEL 5:

Lots 13 to 22, inclusive, Lot 25, and the southeastern 5 feet, front and rear measurement, of Lot 23, in Block "N", as said lots and block are shown on the map of "Knowles & Potter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda Co., California", filed December 5, 1887, in Book 9 of Maps, at Page 11, in the office of the County Recorder of Alameda County.

Commonly known as: 1125 - 29th Avenue
Alameda County Account No's: 19-93-10-2

N-008379 / A

Book
5155
Page 130

78-148762
8/3/78

RECORDING REQUESTED BY
Northwestern Title Company
Escrow No. 39539-JM

RE-5516 # 30

78-148762

WAREHOUSE PROPERTIES
C/OERRY & Associates
151-Callan Avenue
San Leandro, Ca. 94577

RECORDED at REQUEST OF
Northwestern Title Co.
At 10:30 A.M.
AUG-3 1978
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

TRANSFER
TAX PAID
ALAMEDA COUNTY

CITY
TAX
PAID

Same as above

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

The undersigned grantor(s) declare(s):
 (X) Documentary transfer tax in \$ 220.00
 () computed on full value of property conveyed, or
 () computed on full value less value of liens and encumbrances remaining at time of sale.
 () Unincorporated area: (X) City of Oakland, and
 FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

DEL MONTE CORPORATION,
 a corporation organized under the laws of the State of New York, hereby GRANTS to
WAREHOUSE PROPERTIES, a California General Partnership,
 the following described real property in the City of Oakland,
 County of Alameda, State of California:

All that certain real property described in Exhibit A hereto, reserving and excepting therefrom one hundred percent (100%) of all oil, mineral, geothermal and similar rights, together with rights of access to and egress from the real property hereby conveyed for the purpose of extracting the same so long as the grantee's reasonable use of the real property hereby conveyed is not unreasonably disturbed.

City of Oakland Tax \$ 3,230.00
 2% of 1% of Full value conveyed

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Vice President and Assistant Secretary
 Dated: August 1, 1978

STATE OF CALIFORNIA)
 COUNTY OF San Francisco) ss.
 On August 1, 1978 before me, the undersigned, a Notary Public, in and for said State, personally appeared E. F. Scherer known to me to be the Vice President, and William J. Hankinson known to me to be the Assistant Secretary of the Corporation that executed the within instrument. Inasmuch as I am to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature: Rhoda M. Kay

RHODA M. KAY
 Notary Public - California
 City and County of San Francisco
 My commission expires Dec. 16, 1981

(This area for official notarial seal) #2

Title Order No. _____ Escrow or Loan No. _____

78 148762

Del Monte
Whse Prop.

Description: Alameda, CA Document-Year.DocID 1978.148762 Page: 1 of 4
Order: TH-10-19-2005 01-01-45 PM Comment

D E S C R I P T I O N

EXHIBIT A

RE-5516 IN-31

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

M-148762

PARCEL 1:

Beginning at a point of intersection of the westerly line of 29th Avenue (formerly called Park Street) with the southerly line of the right-of-way of the Southern Pacific Company leading from Oakland to Miles; running thence South 37° 38' West and along said westerly line of 29th Avenue (formerly Park Street) 201.22 feet, more or less to the northerly line of East 11th Street (if the same were extended easterly as shown on a certain map entitled "Knowlton & Pettor Sub-division of the Kenady Tract, Brooklyn Township, Alameda County, California", filed December 5th, 1887, in the office of the Recorder of Alameda County); running thence westerly and along said northerly line of East 11th Street, 912.51 feet to the point of intersection of the said northerly line of East 11th Street with the easterly line of 27th Avenue; running thence northerly along the easterly line of said 27th Avenue, 200 feet to the southerly line of the aforementioned right-of-way of the Southern Pacific Company leading from Oakland to Miles; thence easterly along said last mentioned right-of-way of said Southern Pacific Company 914.30 feet to the point of beginning.

PARCEL 2:

Beginning at a point on the northeastern line of East 11th Street, distant thereon 254.06 feet southeasterly from the southeastern line of 27th Avenue; thence southeasterly along the arc of a circle having a radius of 113.37 feet and being tangent to said northeastern line of East 11th Street a distance of 122.35 feet to the southwestern line of East 11th Street; thence southeasterly along said southwestern line of East 11th Street, to the northwestern line of 29th Avenue; thence northeasterly along said northwestern line of 29th Avenue, 60.16 feet to the aforesaid northeastern line of East 11th Street, and thence northwesterly along said northeastern line of East 11th Street, to the point of beginning.

Being the same property conveyed to the party of the first part by the City of Oakland by deed dated March 9, 1912 and recorded in the office of the County Recorder of Alameda County on October 19, 1922, in Liber 276 of Official Records at Page 342, and being the same property described in Ordinance No. 2267 M.S. of the City of Oakland, ordering the closing up and abandoning of that portion of East 11th Street in said City of Oakland hereinabove described.

(CONTINUED)

78-148762

PARCEL 3:

A strip of land 5 feet in width and 60 feet in length bounded on the Northeastern side by the Southwestern line of Lot 25, in Block I, on the Southeastern side by the Southeastern line of the Kennedy Tract hereinafter referred to, on the Southwestern side by the Northeastern line of Lot 26, in Block N, and on the Northwestern side of East 11th Street, all as shown on the map of Knowles & Potter Subdivision of the Kennedy Tract, filed December 5, 1887, in Liber 9 of Maps, Page 11, in the office of the County Recorder of Alameda County.

PARCEL 4:

Commencing at the most Northern corner of Lot 1, in Block II, being the point of intersection of the Eastern line of 28th Avenue and the Southern line of East 11th Street as the said lot, block, avenue and street are delineated and so designated upon that certain map entitled, "Knowles & Potter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda County, Cal.," filed Dec. 5th, 1887 in the office of the County Recorder of said Alameda County, and running thence along the said Southern line of East 11th Street as shown upon the aforesaid map, and said line produced South 49 degrees 3 minutes east 551.45 feet to a point on the western line of 29th Avenue, as the said Avenue now exists in the City of Oakland; thence along said Western line of 29th Avenue, South 37 degrees 34 minutes west 173.37 feet; thence on the arc of a curve to the right, tangent to the last named course, with a radius of 25 feet, a distance of 40.75 feet to a point on the Northern line of East 10th Street, as the said East 10th Street now exists in the City of Oakland; thence along said line of East 10th Street, north 49 degrees 3 minutes west 193.27 feet to the most southern corner of Lot 25 in said Block N, as shown upon the aforesaid map; thence along the Eastern boundary line of said Lot 25, north 37 degrees 6 minutes East 100 feet to the most eastern corner of said Lot 25; thence along a line in the center of said Block N, north 49 degrees 3 minutes west 285 feet to a point on the Northern boundary line of Lot 23 in said Block N, distant thereon Northwesterly 5 feet from the most eastern corner thereof; thence parallel with the eastern boundary line of said Lot 23, South 37 degrees 6 minutes west 100 feet to a point on the aforesaid northern line of East 10th Street; thence along said line of East 10th Street, North 49 degrees 3 minutes west 0.09 feet; thence leaving said line of East 10th Street, northerly on the arc of a curve to the right, tangent to the last named course, with a radius of 24.90 feet, a distance of 26.44 feet; thence northerly on the arc of a curve to the right, compounding with the last named curve, with a chord bearing north 24 degrees 26 minutes 50 seconds east, with a radius of 250 feet, a distance of 110.42 feet to a point on the Eastern line of 28th Avenue, as it now exists in the City of Oakland, and thence along the last said line, north 37 degrees 6 minutes east 81.97 feet to the point of commencement.

(CONTINUED)

78-148762

Being a portion of the said Block 1, as shown upon the aforesaid map, and the property heretofore conveyed by Derby Estate Company to said H. G. Prince & Co., by Deed recorded in the office of the County Recorder of said County of Alameda, under Serial No. S/20158.

Excepting therefrom those portions Deeded to the State of California by Deed dated April 22, 1947 in Book 5155, at Page 130.

PARCEL 5:

Lots 11 to 22, inclusive, Lot 25, and the southeastern 5 feet, front and rear measurement, of Lot 23, in Block "B", as said lots and block are shown on the map of "Knowles & Potter Subdivision of the Kennedy Tract, Brooklyn Township, Alameda Co., California", filed December 5, 1887, in Book 9 of Maps, at Page 11, in the office of the County Recorder of Alameda County.

Commonly known as: 1125 - 29th Avenue
Alameda County Account No's: 19-93-10-2

5155
130

4/22/47

pg 130

thence south 47° 31' west 2 feet; thence north 42° 29' west 142.61 feet to the point of beginning.
DONE IN OPEN COURT June 2, 1947.

Frank N. Ogden, Judge of the Superior Court.

(RECORDED) FILED JUN 2, 1947.
G. E. WADE, County Clerk
By H.H. Olsen, Deputy

The foregoing instrument is a correct copy of the original on file in this office.
ATTEST JUN 2, 1947.
G. E. WADE, County Clerk and ex-officio Clerk of the Superior Court of the State of California in and for the County of Alameda.
(Court Seal) By H.H. Olsen, Deputy.
Superior Court, Alameda County, California.
Recorded at request of P.A. Lindley at 24 min past 10 A.M. Jun 2, 1947.
AS 46664 1.00 7-F

Copied September 27, 1947. H. Latham

No. 4941 Station 232 GRANT DEED (Corporation) District IV County Ala Route 08, Section 04.
COUNTY RECORDER

CALIFORNIA PACKING CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby Grant to the State of California, all that real property in the City of Oakland, County of Alameda, State of California, described as:

PARCEL I COMMENCING at the intersection of the southeasterly line of East 10th Street and the northwesterly line of 29th Avenue; thence along said northwesterly line of 29th Avenue S.37° 29' 45" W. 222.09 feet and tangent to the last mentioned course along a curve to the right with a radius of 28 feet, through an angle of 117° 31' an arc length of 51.28 feet to the northeasterly line of East 9th Street; thence along said northeasterly line of East 9th Street, N.24° 59' 15" E., 3.89 feet; thence N.37° 29' 45" E. 222.96 feet; thence tangent to the last mentioned course along a curve to the left with a radius of 20 feet, through an angle of 86° 36' an arc length of 30.84 feet to a point of cusp on said southeasterly line of East 10th Street; thence along the last mentioned line S.49° 08' 15" E., 58.93 feet to the point of commencement. The above described parcel contains 9848 square feet, more or less.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights of access, appurtenant to grantor's remaining property, in and to said freeway over and across the northwesterly line of the above described parcel of land and over and across the southeasterly prolongation of said northwesterly line, included within the side lines of East 9th Street, 60 feet wide; also releases and relinquishes any other abutter's rights (except access) appurtenant to said remaining property in and to said freeway.

PARCEL II. Commencing at a point on the northwesterly line of 29th Avenue distant thereon N.37° 29' 45" E. 190.27 feet from the intersection of the southeasterly prolongation of said northwesterly line of 29th Avenue, and the southeasterly prolongation of the northwesterly line of East 10th Street; thence along said northwesterly line of 29th Avenue S.37° 29' 45" E. 143.78 feet and tangent to the last mentioned course along a curve to the right with a radius of 25 feet, through an angle of 93° 22' an arc length of 40.74 feet to said northwesterly line of East 10th Street; thence along said northwesterly line N. 42° 08' 15" W. 40.93 feet to a point of cusp; thence from a tangent that bears S.49° 08' 15" E. along a curve to the left with a radius of 36 feet, through an angle of 79° 51' 57", an arc length of 22.97 feet; thence S.50° 59' 46" E. 90.56 feet; thence tangent to the last mentioned course along a curve to the left with a radius of 338 feet, through an angle of 13° 30' 05", an arc length of 79.84 feet to a point of cusp on said northwesterly line of 29th Avenue and the point of commencement.

The above described parcel contains 2761 square feet, more or less.

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for itself, its successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto this 23rd day of April, 1947.

CALIFORNIA PACKING CORPORATION
By G.R. Ward, Vice President.
Y.H.A. Hollister, Assistant Secretary.

(Corporate Seal)
Seal illegible

STATE OF CALIFORNIA
COUNTY OF ALAMEDA
I, _____, County Clerk, do hereby certify that on this 23rd day of April, 1947, before my eyes and a Notary Public in and for said City and County, personally appeared G.R. Ward, known to me to be the Vice President and Y.H.A. Hollister, known to me to be the Assistant Secretary of California Packing Corporation, the Corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf

of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

My R. Townsend, Notary Public in and for the City and County of San Francisco, State of California.

(Notarial Seal)
Seal illegible
My commission expires Dec. 23, 1950.

(CERTIFICATE OF ACCEPTANCE, CIVIL CODE, Sec. 1358)

This is to certify that the State of California, grantee herein, acting by and through the Department of Public Works, Division of Highways, hereby accepts for public purposes the real property, or interest therein, conveyed by the in this deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of May, 1947.

C. M. FURCELL, Director of Public Works
By Jas. H. Stoggs, District Engineer,
Attorney in Fact.

Recorded at request of Alameda County Best Buy Title Ins.Co. at 30 min past 10 A.M. June 2, 1947.
AN 46665 D.H. 11-P

COPIED
DATE

[Signature]
COUNTY RECORDER

Copied September 27, 1947. H. Latham

FULL RECONVEYANCE

WHEREAS, BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, organized and existing under the Laws of the United States of America, as Trustee under Deed of Trust dated October 18, 1941, made by Minnie C. Newland, a married woman, as her sole separate property, Trustee, and recorded October 24, 1941, in Book 4114, page 333, of Official Records in the office of the Recorder of Alameda County, California, has received from Beneficiary thereunder a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid and that said Deed of Trust and the note or notes secured thereby have been surrendered to said Trustee for cancellation; NOW, THEREFORE, in accordance with said request and the provisions of said Deed of Trust, Bank of America National Trust and Savings Association, as Trustee, does hereby reconvey, without warranty, to THE PERSON OR PERSONS LEGALLY ENTITLED HERETO, the estate now held by it thereunder.

IN WITNESS WHEREOF, Bank of America National Trust and Savings Association, as Trustee, has this 20th day of May, 1947, caused its name to be hereto affixed by its Vice-President or Trust Officer and its Assistant Trust Officer, thereunto duly authorized.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,
as Trustee.

By F.H. Harwood, Vice President-Trust Officer.
By C.R. Cortsen, Assistant Trust Officer.

STATE OF CALIFORNIA)

COUNTY OF ALAMEDA) ss. On this 20th day of May, 1947, before me Florence Cain, a Notary Public in and for said Alameda County, personally appeared F.H. Harwood, known to me to be the Vice-President-Trust Officer, and C.R. Cortsen, known to me to be the Assistant Trust Officer, of the Bank of America National Trust and Savings Association, the national banking association that executed the foregoing instrument as trustee, and known to me to be the persons who executed the same on behalf of the national banking association therein named, and acknowledged to me that such national banking association executed the same as trustee. WITNESS my hand and official seal.

(Notarial Seal)
Seal illegible

Florence Cain, Notary Public in and for said Alameda County and State.

Recorded at request of Alameda County Best Buy Title Ins.Co. at 30 min past 10 A.M. June 2, 1947.
AN 46668 1.10 6-P

COPIED
DATE

[Signature]
COUNTY RECORDER

Copied September 27, 1947. H. Latham

DEED (Joint Tenancy)

JOE S. SAMORANO and MARIAN J. SAMORANO, his wife, the first parties, hereby Grant to Edward J. Aherin and Sillon W. Aherin, his wife, as joint tenants, the second parties, all that real property situated in the Township of Eden, County of Alameda, State of California, described as follows:

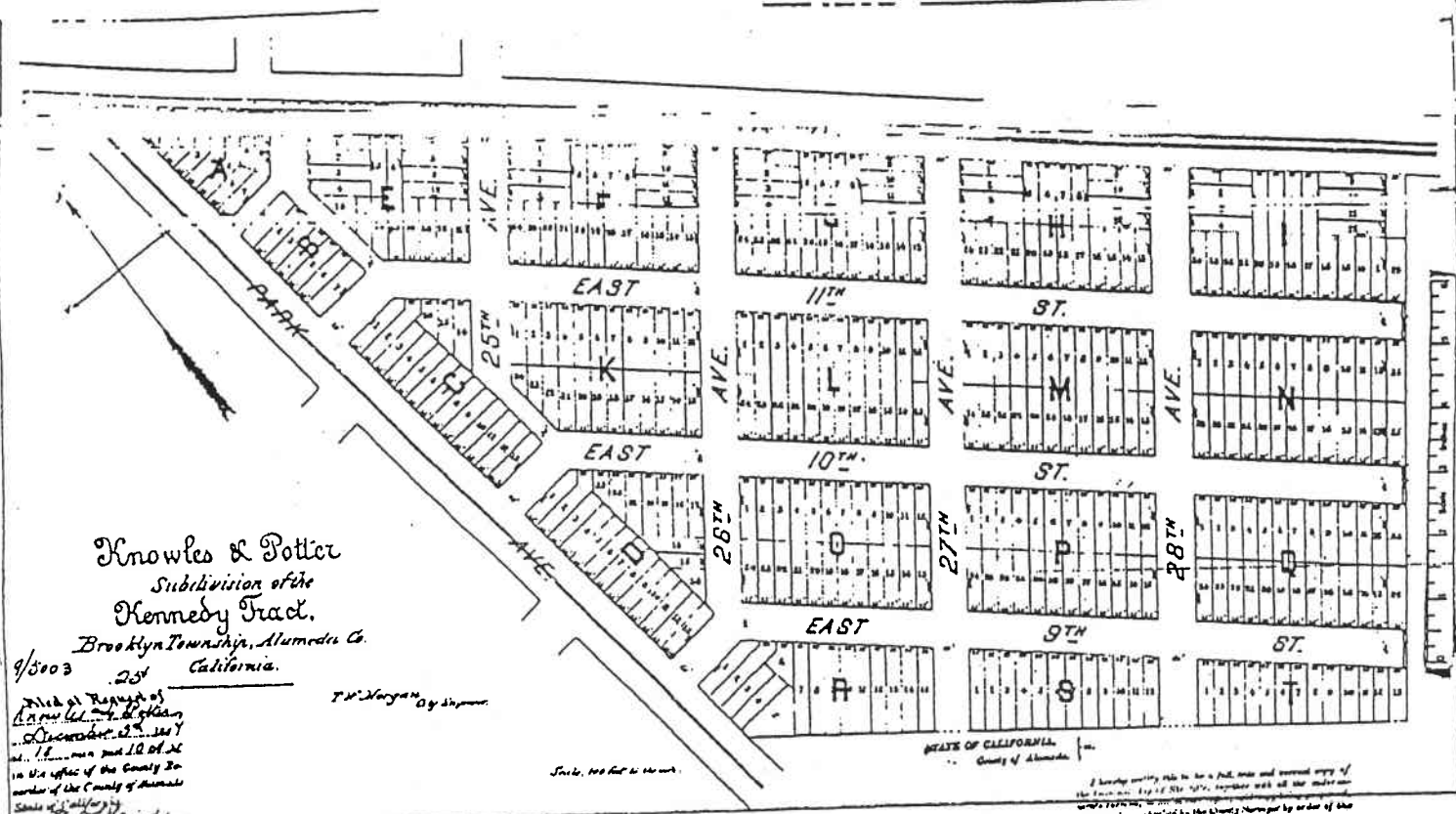
Lot 32, as said lot is shown on the map of "East Fourteenth Street Terrace, Eden Township, Alameda County, California 1926", filed December 7, 1926, in book 10 of Maps, at page 93, in the office of the county Recorder of Alameda County.

IN WITNESS WHEREOF, the said first parties have executed this conveyance this 25th day of May, 1947.

Joe S. Samorano
Marian J. Samorano

STATE OF CALIFORNIA)

COUNTY OF ALAMEDA) ss. On this 25th day of May, 1947, before me F.H. Harwood, a Notary Public in and for said County duly commissioned



Parcel II
 Freeway
 Parcel I

Knowles & Potter
 Subdivision of the
 Kennedy Tract.
 Brooklyn Township, Alameda Co.
 California.
 9/3003 25'

Filed at County of Alameda
 September 25, 1907
 in the office of the County Recorder of the County of Alameda
 State of California
 J. W. Morgan
 by W. B. Reynolds
 Deputy Recorder

J. W. Morgan by Deputee

Scale, 1 in. = 100 ft.

STATE OF CALIFORNIA
 County of Alameda

I hereby certify this to be a full, true and correct copy of the original plat of the above described subdivision as the same appears on file in the office of the County Recorder of the County of Alameda, California, and as the same appears on file in the office of the County Recorder of the County of Alameda, California.

9

STATE OF CALIFORNIA
 COUNTY OF ALAMEDA

The undersigned, J. B. Parker, being authorized by the Board of Supervisors of the County of Alameda, California, do hereby certify that the above described subdivision is the same as shown on the original plat filed in the office of the County Recorder of the County of Alameda, California, on the 25th day of September, 1907.

2760 R
342

apartment houses shall be erected or placed upon the above-described real property or any part thereof; or.

Sixth; if prior to the first day of January 1930, any person of African, Asiatic or Mongolian descent shall be allowed to purchase own or lease said real property or any part thereof then this conveyance shall be and become void and the entire estate title and interest in and to said premises hereby conveyed and created shall forthwith cease and terminate and the title in and to said premises shall thereupon at once revert to and vest in the party of the first part its successors and assigns forever; and said party of the first part, its successors and assigns shall thereupon have the right to re-enter upon said premises and remove and expel therefrom said parties of the second part the survivor of them and any person or persons claiming by through or under them or any of them.

The right is hereby reserved to the party of the first part its successors and assigns to construct and forever maintain sewer and water-mains or laterals through and across said premises along any line or lines that it may select as the most practicable location therefor; it being agreed and understood that said sewer or water-mains shall be constructed in such a manner as will not injure or damage any improvements of the parties of the second part on said premises unless full reparation thereof is made by said party of the first part, its successors or assigns.

IN WITNESS WHEREOF the said party of the first part has caused this instrument to be executed by its proper officers thereto duly authorized as to do and its corporate seal is hereto affixed, the day and year first above written.

By George Friend Vice President
By Gertrude S. Friend Secretary

(Corporate Seal)

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS On this 9th day of October in the year one thousand nine hundred and twenty-two before me Reed W. Thomas a Notary Public in and for the County of Alameda, personally appeared George Friend and Gertrude S. Friend known to me to be the Vice President and Secretary respectively of the corporation described in and who executed the within instrument and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

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

Reed W. Thomas Notary Public
Notarial Seal in and for the County of Alameda, State of California.
S.S. Stamp \$1.00 cancelled 10/27/22 S.J. Co.
Recorded at Request of Oakland Title Insurance and Guaranty Company Oct. 19, 1922, at 10 min past 11 A.M.
1922-23 1.70

COMPARED
RECORDED
INDEXED

Handwritten signature

COUNTY RECORDS

THIS INSTRUMENT made and entered into this 9th day of March A.D. nineteen hundred and twenty-two (1922).

TO
L. J. PRINCE & CO. By and between the City of Oakland a municipal corporation of the County of Alameda, State of California the party of the first part, and R. C. Prince & Co. a corporation the party of the second part.

WITNESSETH: THAT WHEREAS the streets and portions of streets hereinafter described were abandoned and closed up by Ordinance No. 2267 N.S. of the City of Oakland, duly passed and adopted, by the Council of the City of Oakland on the 7th day of March 1922; and

Whereas the Mayor of the City of Oakland, was authorized and directed by said

3/9/22
10/9/22

Ordinance No 2267 A.S. to execute, acknowledge, and deliver, in the name of and on behalf of the City of Oakland, a deed conveying to said party of the second part the streets and portions of streets by said ordinance ordered closed up and abandoned and hereinafter described.

NOTWITHSTANDING THIS INSTRUMENT WITNESSETH: That said party of the first part by virtue of the authority of said Ordinance No. 2267 A.S. does hereby convey unto said party of the second part, its successors and assigns all the right title and interest that said party of the first part may have acquired in and to the following described parcel of land by reason of it having been dedicated and used as a public street, to-wit:

Beginning at a point on the northeastern line of East 11th Street, distant thereon 284.04 feet southeasterly from the southeastern line of 27th Avenue; thence southeasterly along the arc of a circle having a radius of 113.37 feet and being tangent to said northeastern line of East 11th Street; a distance of 122.36 feet to the southwestern line of said East 11th Street; thence southeasterly along said southern line of East 11th Street to the northwestern line of 29th Avenue; thence southeasterly along said northwestern line of 29th Avenue, 60.15 feet, to the aforesaid northeastern line of East 11th Street; and thence northeasterly along said northeastern line of East 11th Street to the point of beginning.

IN WITNESS WHEREOF said party of the first part has caused its corporate name to be hereunto subscribed by the Mayor of said City of Oakland and its corporate seal to be hereunto affixed the day and year first above written.

Attest: Eugene K. Sturgis City Clerk
Municipal Seal City of Oakland
a municipal corporation
by John L. Davis Mayor

State of California)
County of Alameda) ss On this 5th day of March in the year of Our Lord one thousand nine hundred and twenty-two, before me, John Jewett Earle a Notary Public in and for said County of Alameda, State of California, residing therein duly commissioned and sworn personally appeared John L. Davis known to me to be the Mayor of the City of Oakland the municipal corporation that executed the within and foregoing instrument and knows to me to be the person who executed the within and foregoing instrument on behalf of said City of Oakland the municipal corporation therein named and acknowledged to me that such municipal corporation executed the same and that he executed said instrument as Mayor of said municipal corporation and on behalf thereof.

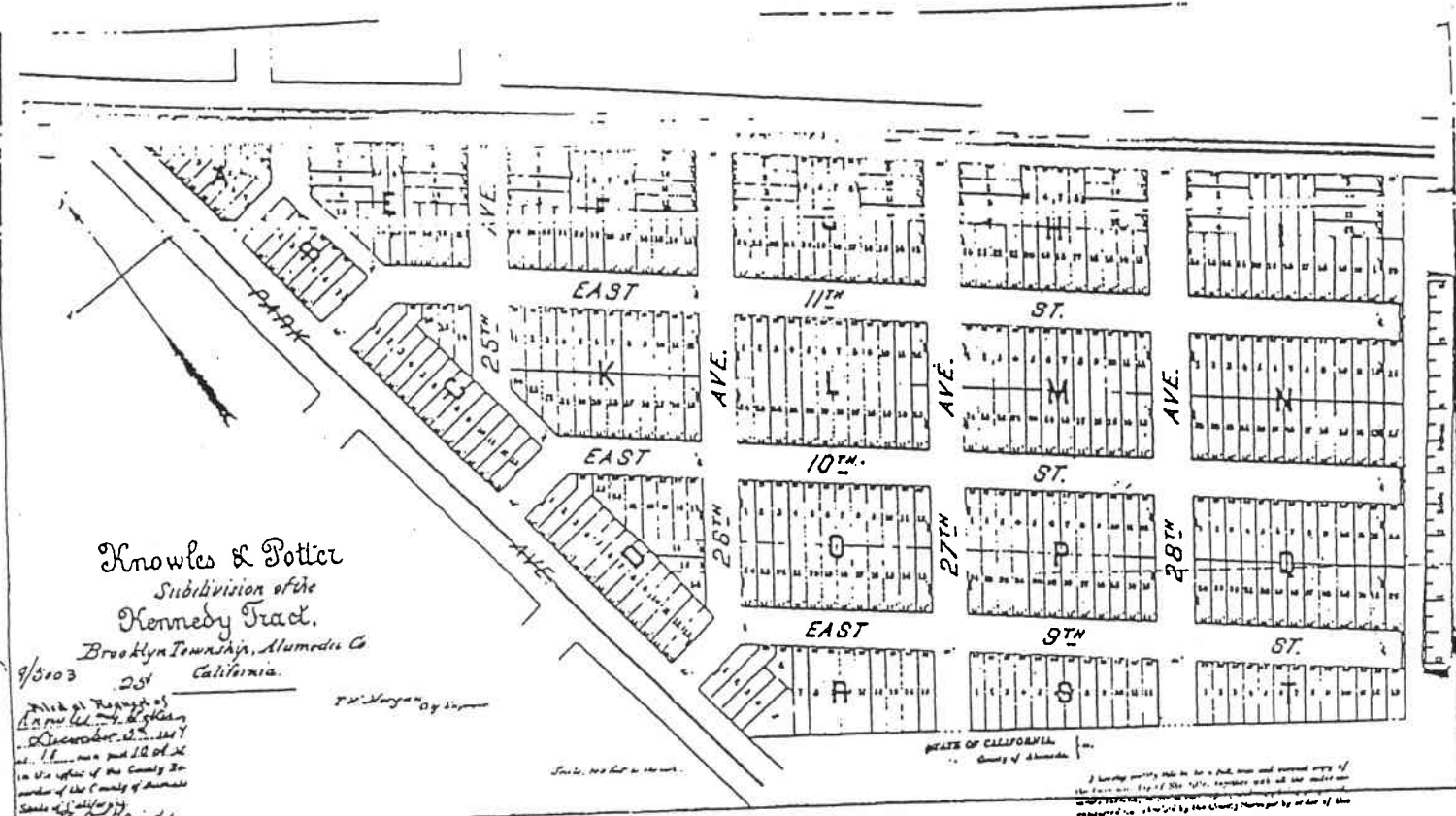
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at my office in said County of Alameda, on the day and year in this certificate first above written.

John Jewett Earle Notary Public
[Notarial Seal] In and for the County of Alameda, State of California.
Consideration less than \$100.00
Recorded at Request of Oakland Title Insurance and Surety Company at 10 min past 11 A.M. OCT. 19, 1922.
3753569 1.20

COMPANY
No. 114
OF 114
J.L.D.
HEALTH SYNDICATE CO.
TO
A. WEINSTEIN ET AL

THIS INSTRUMENT made this Fourth day of October A.D. 1922, between Health Syndicate Company a corporation organized and existing under and by virtue of the laws of the State of California and having its principal place of business in the County of San Francisco in said State, the party of the first part, and A. Weinstein and August Weinstein her husband, of the City and County of San Francisco, State of California, the parties of the second part.

Witnesseth, That the said party of the first part for and in consideration of the sum of Ten (10) Dollars gold coin of the United States of America to it in hand paid by the said parties of the second part the receipt whereof is hereby acknowledged, has granted, bargained and sold, conveyed and confirmed unto the said parties of the second part all the right title and interest that said party of the first part may have acquired in and to the following described parcel of land by reason of it having been dedicated and used as a public street, to-wit:



10/19/22
City to Prince

147

9/11

Knowles & Potter
Subdivision of the
Kennedy Tract,
Brooklyn Township, Alameda Co
California.

9/30/03 25
I, J. W. Knowles, of the County of Alameda, State of California, do hereby certify that the above is a true and correct copy of the original plat of the Kennedy Tract, as shown to me by the County Recorder of the County of Alameda, State of California.

J. W. Knowles
County Recorder

J. W. Knowles by whom

Scale: Noted in margin.

STATE OF CALIFORNIA
County of Alameda

I hereby certify that this is a true and correct copy of the original plat of the Kennedy Tract, as shown to me by the County Recorder of the County of Alameda, State of California.

9

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

1887

Derby Estate Company
to
Contra Costa Water Co.,

and in consideration of the sum of one
Dollars One, Thousand Nine
Hundred and Six,

By and between Derby Estate Company, a corporation, party of the first part, and Contra Costa Water Company, a corporation, party of the second part:

Witnesseth: That said party of the first part for and in consideration of the sum of one dollar (\$1.00) lawful money of the United States to it in hand paid, the receipt whereof is hereby acknowledged, does by the Receipte grant unto said party of the second part, an Easement and Right of Way to lay down and maintain a pipe line beneath the surface of the soil, over, when necessary along the various strips of land situate, being and being in the Townships of Brooklyn, County of Alameda, State of California, and more particularly described as follows, to-wit:—

That certain strip of land is located on the

... on the surface of the ... in such a manner as to cause no obstruction or inconvenience to said party of the first part;

and that the right of way issued privilege hereby granted is not intended as, nor shall it be construed as an indication that the land so described to public use, it therefore a public thoroughfare or otherwise.

Signed, Sealed and attested. Derby Estate Company.
Signed in the presence of By its President
By its Secretary

(Corporate Seal)
State of California,
County of Alameda

On this 26th day of June in the year of our Lord One Thousand Nine Hundred and Six, before me, C. L. Corbin, a Notary Public in and for said County and State, residing in ... I duly commissioned ...

State Water Company
Contract with State Water Co.

This contract is made
and entered into between
said State Water Company
and said party of the first part,
this 1st day of 1901.

By and between said party of the first part
and said party of the second part,
the State Water Company is covenanted with the
second part:

Witnesseth: That said party of the first part
for and in consideration of the sum of
dollars (\$1.00) lawful money of the United States
to it in hand paid, the receipt whereof is
hereby acknowledged, does by these presents and
into said party of the second part, its heirs and
assigns, its right of way, easement, right of
easement and right of way, and the right to
use a pipe line beneath the surface of the
said land, for and in connection with the
said land, situate, being and being in the
City of Berkeley, County of Alameda, State of
California, and more particularly described as
follows, to-wit:—

That certain strip of land which would
be included within the present lines of
Berkeley Street, in said City of Berkeley,
That same extended easterly from the
line of the City of Berkeley, to the
City of Berkeley, County of Alameda,
State of California, and that same being
in the same general location as
line of said City of Berkeley, in the
City of Oakland, and that same being
referred to being included within
extended lines of said Berkeley Street,
and bounded on the West by the
line of the City of Oakland and on the
East by the Eastern line of said
Street.

It is expressly understood and agreed
on the part of said party of the second part
that the said strip of land shall be used

CITY OF OAKLAND FIRE DEPARTMENT
Office Of Emergency Services
 1605 Martin Luther King Jr. Way, Oakland, CA 94612

To: Donna D.

Hazardous Materials Program

Contaminated Site Case Transfer Form

Referral To:

Date	11/17/05
Agency	Alameda County Environmental Health, 1131 Harbor Bay Parkway, Alameda, CA 94502
Attention	Donna L. Drogos, LOP/SLIC Program Manager

Site Information:

Site Responsible Party(s)	
Site Name	Locasey Manufacturing
Site Address	3274 East 11th St.
Site Phone	
Site Contractor/Consultant (if available)	AEI Consultants
Site DBA	

Site Conditions:

UST			
USTs removed? # removed: UNK Date removed: UNK	Yes <input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Contents (circle): gasoline diesel waste oil heating oil solvents kerosene stoddard solvent other (specify)	Yes <input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Observations of system (holes, leaks)?	Yes <input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Observed contamination (free product, smell, soil/water discoloration)?	Yes <input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Detectable concentrations of soil and/or groundwater contamination?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>
o Highest Concentration Detected in Soil Contaminant (specify) _____ Concentration _____ ppm			
o Highest Concentration Detected in Water Contaminant (specify) TPH motor oil Concentration 520 ppb			
Unauthorized Release Form filed?	Yes <input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Future intended use if known? Specify Housing	Yes <input checked="" type="checkbox"/>	No	<input type="checkbox"/>
NON-UST			
Former industrial use?	Yes <input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Detectable concentrations of soil and/or groundwater contamination?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>
o Highest Concentration Detected in Soil Contaminant (specify) _____ Concentration _____ ppm			
o Highest Concentration Detected in Water Contaminant (specify) _____ Concentration _____ ppb			
Future intended use if known? Specify	Yes <input type="checkbox"/>	No	<input type="checkbox"/>
<i>If available, attach pertinent reports</i>			

Transferred as:

~~LOP~~ SLIC

Level of Update requested: distribution list all meetings all site visits closure sign off all the above

Transfer requested by Inspector: H. Gomez Date: 11/17/05

Transfer accepted by (ACEH): [Signature] Date: 01/05/06

UNDERGROUND STORAGE TANK UNAUTHORIZED RELEASE (LEAK) / CONTAMINATION SITE REPORT

EMERGENCY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		HAS STATE OFFICE OF EMERGENCY SERVICES REPORT BEEN FILED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		FOR LOCAL AGENCY USE ONLY I HEREBY CERTIFY THAT I AM A DESIGNATED GOVERNMENT EMPLOYEE AND THAT I HAVE REPORTED THIS INFORMATION TO LOCAL OFFICIALS PURSUANT TO SECTION 25130.7 OF THE HEALTH AND SAFETY CODE. SIGNED: _____ DATE: _____	
REPORT DATE 1 0 1 8 0 5 M M D D Y Y		CASE #			
REPORTED BY	NAME OF INDIVIDUAL FILING REPORT Matthew Ryder-Smith		PHONE (510) 307-9943	SIGNATURE 	
	REPRESENTING <input type="checkbox"/> OWNER/OPERATOR <input type="checkbox"/> REGIONAL BOARD <input type="checkbox"/> LOCAL AGENCY <input checked="" type="checkbox"/> OTHER Environmental Consultant		COMPANY OR AGENCY NAME Clearwater Group		
	ADDRESS 229 Tewksbury Ave. Point Richmond CA 94801 STREET CITY STATE ZIP				
RESPONSIBLE PARTY	NAME Lucasey Manufacturing <input type="checkbox"/> UNKNOWN		CONTACT PERSON Parwez Faizi	PHONE (510) 719-7973	
	ADDRESS 2744 East 11 th Street Oakland CA STREET CITY STATE ZIP				
SITE LOCATION	FACILITY NAME (IF APPLICABLE) Former Del Monte Corp. Site		OPERATOR Lucasey Manufacturing (current)	PHONE (510) 534-1435	
	ADDRESS 2744 East 11 th Street Oakland Alameda, 94601-1429 STREET CITY COUNTY ZIP				
	CROSS STREET Lisbon Avenue				
IMPLEMENTING AGENCIES	LOCAL AGENCY AGENCY NAME City of Oakland, Hazardous Materials Unit		CONTACT PERSON Leroy Griffith	PHONE (510) 238-3938	
	REGIONAL BOARD		PHONE ()		
SUBSTANCES INVOLVED	(1) NAME TPHd		QUANTITY LOST (GALLONS) <input checked="" type="checkbox"/> UNKNOWN		
	(2) NAME TPHmo		<input checked="" type="checkbox"/> UNKNOWN		
DISCOVERY/ABATEMENT	DATE DISCOVERED 0 8 3 1 0 4 M M D D Y Y		HOW DISCOVERED <input type="checkbox"/> INVENTORY CONTROL <input type="checkbox"/> SUBSURFACE MONITORING <input type="checkbox"/> NUISANCE CONDITIONS <input type="checkbox"/> TANK TEST <input type="checkbox"/> TANK REMOVAL <input checked="" type="checkbox"/> OTHER Preliminary soil/groundwater assessment.		
	DATE DISCHARGE BEGAN M M D D Y Y <input checked="" type="checkbox"/> UNKNOWN		METHOD USED TO STOP DISCHARGE (CHECK ALL THAT APPLY) <input type="checkbox"/> REMOVE CONTENTS <input type="checkbox"/> REPLACE TANK <input type="checkbox"/> CLOSE TANK <input type="checkbox"/> REPAIR TANK <input type="checkbox"/> REPAIR PIPING <input type="checkbox"/> CHANGE PROCEDURE <input checked="" type="checkbox"/> OTHER UST thought to have been removed-unconfirmed.		
	HAS DISCHARGE BEEN STOPPED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, DATE M M D D Y Y				
SOURCE/ CAUSE	SOURCE OF DISCHARGE <input checked="" type="checkbox"/> TANK LEAK <input type="checkbox"/> UNKNOWN <input type="checkbox"/> PIPING LEAK <input type="checkbox"/> OTHER		CAUSE(S) <input type="checkbox"/> OVERFILL <input type="checkbox"/> RUPTURE/FAILURE <input type="checkbox"/> SPILL <input type="checkbox"/> CORROSION <input checked="" type="checkbox"/> UNKNOWN <input type="checkbox"/> OTHER		
	CASE TYPE CHECK ONE ONLY <input type="checkbox"/> UNDETERMINED <input type="checkbox"/> SOIL ONLY <input checked="" type="checkbox"/> GROUND WATER <input type="checkbox"/> DRINKING WATER - (CHECK ONLY IF WATER WELLS HAVE ACTUALLY BEEN AFFECTED)				
CURRENT STATUS	CHECK ONE ONLY <input type="checkbox"/> NO ACTION TAKEN <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT WORKPLAN SUBMITTED <input type="checkbox"/> POLLUTION CHARACTERIZATION <input type="checkbox"/> LEAK BEING CONFIRMED <input checked="" type="checkbox"/> PRELIMINARY SITE ASSESSMENT UNDERWAY <input type="checkbox"/> POST CLEANUP MONITORING IN PROGRESS <input type="checkbox"/> REMEDIATION PLAN <input type="checkbox"/> CASE CLOSED (CLEANUP COMPLETED OR UNNECESSARY) <input type="checkbox"/> CLEANUP UNDERWAY				
	REMEDIAL ACTION	CHECK APPROPRIATE ACTION(S) <input type="checkbox"/> CAP SITE (CD) <input type="checkbox"/> EXCAVATE & DISPOSE (ED) <input type="checkbox"/> REMOVE FREE PRODUCT (FP) <input type="checkbox"/> ENHANCED BIO DEGRADATION (IT) <input type="checkbox"/> CONTAINMENT BARRIER (CB) <input type="checkbox"/> EXCAVATE & TREAT (ET) <input type="checkbox"/> PUMP & TREAT GROUND WATER (GT) <input type="checkbox"/> REPLACE SUPPLY (RS) <input type="checkbox"/> VACUUM EXTRACT (VE) <input type="checkbox"/> NO ACTION REQUIRED (NA) <input type="checkbox"/> TREATMENT AT HOOKUP (HU) <input type="checkbox"/> VENT SOIL (VS) <input checked="" type="checkbox"/> OTHER (OT) Currently Evaluating			

Alameda County
OCT 25 2005
Environmental Health

COMMENTS

Property included an "oil house" and "oil tank in ground" in the early to mid 1900's (shown on Sanbourn maps). These facilities are believed to have been removed.


CLEARWATER
G R O U P
Environmental Services

October 11, 2005

Mr. Leroy Griffin
Oakland Fire Department
250 Frank Ogawa Plaza
Suite 3341
Oakland, CA 94612

Alameda County
OCT 17 2005
Environmental Health

RE: 2744 East 11th Street, Oakland, CA 94601

Mr. Griffin,

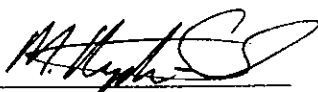
As per our conversation today (October 11), Clearwater Group (Clearwater) has been contracted by Lucasey Manufacturing (the owner of the above mentioned property) to prepare cost estimates and cost closure goals to remediate this site.

Attached are the following reports:

1. Phase II Subsurface Investigation Report, AEI Consultants, September 14, 2004
2. Phase II Investigations, Terra Firma Consulting, July 9, 2005 (Map and Analytical Data only)

These reports were supplied to Clearwater by our client (Lucasey Manufacturing). Clearwater would like to request that the site be promptly assigned a regulatory representative so that future remediation direction can be discussed. Clearwater would like to meet with the assigned regulatory agency to define site-specific cleanup standards and site closure (no further action letter) goals. Since this work is being requested as part of a loan process / due diligence effort we would like to request a rapid turnaround on your response.

Regards,
Clearwater Group


Matthew Ryder-Smith
Project Scientist

Encl.

Cc.

Donna Drogos

Alameda County Health Department

1131 Harbour Bay Parkway

Alameda CA 94502

Parwez Faizi

(Lucasey Manufacturing Representative)

Sent via email.