

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
Crosby, Heafey, Roach & May
Professional Corporation
P. O. Box 2084
Oakland, CA 94604-2084
Attn: Timothy N. Brown, Esq.

CERTIFIED TO BE A TRUE COPY OF DOCUMENT
RECORDED 7-28-97
AT SERIES NO. 97-187022
OFFICIAL RECORDS OF ALAMEDA COUNTY, CA.
Chicago Title Company of Alameda County
By: [Signature]

ENVIRONMENTAL RESTRICTION
AND COVENANT

(Civil Code § 1471)

THIS ENVIRONMENTAL RESTRICTION AND COVENANT ("Covenant") is made as of July __, 1997 by Imo Industries Inc., a Delaware corporation ("IMO") and the California Regional Water Quality Control Board, San Francisco Bay Region (the "Regional Board") for the benefit of the Regional Board and all Owners and Occupants of the Property, as defined below.

RECITALS

A. IMO owns that real property located in the City of Oakland, County of Alameda, State of California, as described on Exhibit A attached hereto (the "Property").

B. By its Order No. 97-051, dated April 16, 1997, entitled "Adoption of Final Site Cleanup Requirements and Rescission of Order No. 90-041: Imo Industries Inc., Former Transamerica Delaval Plant, 550 85th Avenue, Oakland, Alameda County" ("1997 Order"), the Regional Board ordered IMO and future Owners and Occupants of the Property to implement the Risk Management Plan dated February 27, 1997 submitted to the Regional Board by IMO (as it may be amended from time to time with the approval of the Regional Board, referred to herein as the "Plan,"), to prohibit use of groundwater at the Property without the consent of the Regional Board and to record institutional constraints in the form of an Environmental Restriction under California Civil Code § 1471 against the Property prohibiting groundwater use and requiring implementation of the Plan.

C. The Regional Board has determined that the requirements of this Covenant are reasonably necessary to protect present or future human health or safety or the environment as a

result of the presence on the Property of residual levels of certain hazardous materials identified in Exhibit C hereto.

NOW, THEREFORE, the IMO and the Regional Board agree as follows:

1. Definitions
 - 1.1 Covenant. "Covenant" shall mean this Environmental Restriction and Covenant.
 - 1.2 Effective Date. "Effective Date" shall mean the date this Agreement is recorded in the Official Records of Alameda County, California.
 - 1.3 IMO. "IMO" shall mean Imo Industries, Inc., a Delaware corporation, which is the current owner of the Property and shall include any corporate successor (by corporate name change, merger or other corporate action) who succeeds to ownership of the Property.
 - 1.4 Machine Shop Vapor Degreaser/Storm Drain Area. "Machine Shop Vapor Degreaser/Storm Drain Area" shall mean the portion of the Property shown generally on Figure 4 to the Plan and more specifically described in Exhibit B attached hereto.
 - 1.5 Occupants. "Occupants" shall mean those persons (whether individuals, corporations or any other legal entities), who, from and after the Effective Date, become entitled by leasehold or other legal relationship with an Owner or IMO to occupy any Portion of the Property and to engage in activities thereon that are subject to one or more Requirements set forth herein
 - 1.6 1997 Order. "1997 Order" shall mean the Regional Board's Order No. 97-051, dated April 16, 1997, as described in Recital B.
 - 1.7 Owners. "Owners" shall mean those persons (whether individuals, corporations or other legal entities) who hold title (whether legal or equitable) to all or any portion of the Property.
 - 1.8 Plan. "Plan" shall mean the Risk Management Plan described in Recital B above, as it may be amended from time to time with the approval of the Regional Board.
 - 1.9 Property. "Property" means the real property described in Exhibit A.
 - 1.10 Regional Board. "Regional Board" shall mean the California Regional Water Quality Control Board, San Francisco Bay Region, and shall include its successor agencies, if any.
 - 1.11 Requirements. "Requirements" shall have the meaning set forth in Section 2.2 hereof.

2. Environmental Restriction.

2.1 Land Affected. The land of the Owner that is to be affected by this Covenant is the Property.

2.2 Covenants to Run with the Land. This Covenant (including the Plan and all exhibits, attachments, or appendices thereto, all documents incorporated herein by reference and all exhibits attached hereto) sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Requirements"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the Requirements shall also inure to the benefit of and pass with each and every portion of the Property, and shall apply to, benefit and bind the respective successors in interest to the Property. Each and all of the Requirements shall be for the benefit of, and enforceable by the Regional Board, Owners and Occupants, as their interests may appear. Each and all of the Requirements are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property. This Covenant and each and all of the Requirements shall run with the land and pass with each and every portion of the Property, pursuant to California Civil Code Section 1471.

2.3 Necessity. Each and all of the Requirements relates to the use of the Property and each of the Requirements is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the Property of the hazardous materials listed in Exhibit C attached hereto, which are all hazardous materials as defined in Section 25260 of the California Health and Safety Code.

2.4 Concurrence of IMO, Owners and Occupants Presumed. IMO, by its execution of this Covenant, and all other Owners and Occupants of all or any portion of the Property, by their purchase, leasing, or possession of all or any portion of the Property, shall be deemed to be in accord with Section 2.2 hereof and to agree for and among themselves, their heirs, successors and assigns, and the lessees of such Owners, heirs, successors and assigns, that this Covenant and the Requirements as herein established must be adhered to for the benefit of future Owners and Occupants and that their interest in the Property shall be subject to this Covenant and the Requirements contained herein.

3. Provisions.

3.1 Implementation of Plan. IMO and each and every Owner and Occupant shall comply with and implement the Plan, as the Plan may be amended from time to time in accordance with applicable law and the rules and regulations of the Regional Board, during the period of time that IMO and such Owner and/or Occupant owns and/or holds an interest in the Property. Each Owner shall be responsible for insuring compliance with the Plan and this Covenant by all Occupants of, and all other persons holding or claiming any interest in, that portion of the Property owned by such Owner.

3.2 Restriction on Use. IMO and each and every Owner and Occupant, separately and independently, covenant not to use the Machine Shop Vapor Degreaser/Storm Drain Area of the Property for use as a residence, including any mobile home or factory built housing constructed or installed for use as permanently occupied human habitation, during the period of time that IMO and such Owner and/or Occupant owns and/or holds an interest in the Property, without first obtaining the prior written consent of the Regional Board.

3.3 Groundwater Use. Groundwater at the Property shall not be used as a source of drinking water or for any other purpose without the prior written consent of the Regional Board or as may be provided in the Plan.

3.4 Reporting Changes of Owner or Occupant. Each Owner (including IMO) shall submit a notice to the Regional Board reporting the sale by it of all or any portion of the Property, the transfer of an interest in all or any portion of the Property to an Occupant and the address of such new Owner or Occupant within sixty (60) days after such a transaction..

3.5 Notice. Each Owner (including IMO) shall provide each new Owner, tenant, licensee or any person acquiring an interest in the Property from such Owner with notice of this Covenant, the Plan and the 1997 Order and include the following provision in each deed, lease, license or other agreement to or with such person:

The land described herein is subject to that certain Environmental Restriction and Covenant dated as of July __, 1997 and recorded on July __, 1997 in the Official Records of Alameda County, California as Document No. _____, which imposes certain covenants, conditions and restrictions on usage of the property described herein. The provisions of the Environmental Restriction and Covenant are incorporated herein by reference and made a part hereof as if set forth in full.

4. General Provisions

4.1 Term. This Agreement shall continue in effect, unless properly terminated in accordance with applicable law. The termination of this Agreement shall be considered a form of "Amendment" for which the provisions of Section 4.2 shall apply.

4.2 Amendment. Any Owner or, with the Owner's consent any Occupant of the Property or any portion thereof, may apply to the Regional Board for a written amendment to the provisions of the Plan or any provision of this Covenant as they apply to all or any portion of the Property, and the Regional Board's approval shall not be unreasonably withheld. Any amendment to the Covenant which results from any such application shall apply only to that Owner or Occupant who made application for the same, unless explicitly stated to bind future Owners and Occupants. The Regional Board may also propose to Owners and (with the Owner's consent) to Occupants, written amendments to the Covenant relating to the Order and/or the Plan and the approval of the particular Owners and/or Occupants shall not be

unreasonably withheld. Any amendment, termination or variance pursuant to this Section 4.2 must be in writing and signed by a representative of the Regional Board and such Owners and/or Occupants affected thereby.

4.3 No Dedication Intended. Nothing set forth herein shall be constructed to be a gift or dedication, or offer of a gift or dedication, of the Property or any portion thereof to the general public or for any purposes whatsoever.

4.4 Notices. Whenever any person gives or serves any notice demand or other communication with respect to this Covenant, each such notice, demand or other communication shall be in writing and shall be deemed effective (i) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, (ii) three business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested, or (iii) one business day after delivery by facsimile or other electronic transmission, with confirmation of successful delivery to the facsimile number provided below:

To IMO: Imo Industries Inc.
Princeton Pike Corporate Center
1009 Lenox Drive
Building Four West
Lawrenceville, NJ 08648-0550
Attention: General Counsel
Telephone: (609) 896-7600
Facsimile: (609) 896-7688

To the Regional Board: California Regional Water Quality Control Board
San Francisco Bay Region
2101 Webster Street
Oakland, CA 94612
Attention: Executive Officer
Telephone: (510) 286-1255
Facsimile: (510) 286-1380

To Owners and/
or Occupants: At such legal address as is set forth in the notice to be
executed by IMO and each Owner and Occupant pursuant to
Section 3.4 above.

4.5 Partial Invalidity. If any portion of this Covenant is determined to be invalid for any reason, the remaining portions shall remain in full force and effect as if such portion had not been included herein.

4.6 Headings. Headings at the beginning of each numbered section of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

4.7 Recordation. This instrument shall be executed by IMO and the Regional Board. This instrument shall be recorded by IMO in the County of Alameda prior to the recordation of any conveyance of, or execution of any lease of, any portion of the Property by IMO in favor of any Owner or Occupant.

4.8 Authority. The execution of this Covenant has been duly authorized on behalf of IMO and the Regional Board and constitutes the binding obligation of each such entity and agency.

4.9 Counterparts. This Covenant may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the parties and filed in the Official Records of Alameda County, California; each such counterpart being deemed an original but all counterparts constituting a single instrument.

4.10 Parties Bound. this Covenant applies to and is binding upon, but only upon: (a) IMO, Owners, Occupants and their respective successors and assignees; and (b) the Regional Board and any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Covenant.

4.11 Governing Law. This Covenant shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Covenant as of the date set forth above.

CALIFORNIA REGIONAL WATER
QUALITY CONTROL BOARD
San Francisco Bay Region

By: *Loretta K. Barsamian*
LORETTA K. BARSAMIAN
Executive Officer

IMO INDUSTRIES INC.,
a Delaware corporation

By: *Thomas M. O'Brien*
Name: THOMAS M. O'BRIEN
Title: ASSISTANT GENERAL COUNSEL
AND ASSISTANT SECRETARY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

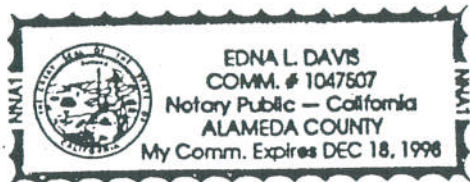
COUNTY OF ALAMEDA

On July 17, 1997 before me, Edna L. Davis, Notary Public personally appeared

Aretta K. Barsamian

personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

Edna L. Davis
(SIGNATURE OF NOTARY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On July 25, 1997 before me, Mary Chakedis, ^{notary} ~~public~~, personally appeared

Thomas M O'Brien

personally known to me - OR -



proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

Mary A. Chakedis
(SIGNATURE OF NOTARY)

TABLE OF EXHIBITS

<u>Exhibit</u>		<u>Introduced in</u>
A	Legal Description of the Property	Recital A
B	Legal description of the Machine Shop Vapor Degreaser/Storm Drain Area	Section 1.4
C	Hazardous Materials on the Property	Recital C

EXHIBIT A

Legal Description of the Property

LEGAL DESCRIPTION
'PARCEL 1'

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

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERN LINE OF EDES AVENUE, ALSO KNOWN AS ROAD NO. 1, AS SAID ROAD IS SHOWN ON THE "MAP OF THE LANDS IN PARTITION IN THE SUIT OF WM. P. TOLER, ET AL., VS. JOSE C. PERALTA, ADMINISTRATOR, ET AL.," FILED IN THE OFFICE OF THE COUNTY CLERK OF ALAMEDA COUNTY, IN CASE NO. 5408, DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT, OCTOBER 27, 1880, JUDGMENT BOOK NO. 2 (DEPT. NO. 1), AT PAGE 88, WITH THE EASTERN BOUNDARY LINE OF THAT CERTAIN 84.435 ACRE PARCEL OF LAND DESCRIBED IN DEED FROM ROBERT SAMPSON, EXECUTOR OF THE ESTATE OF ALICE KERWIN, DECEASED, TO BEST STEEL CASTING COMPANY, A CORPORATION, DATED OCTOBER 10, 1923, AND RECORDED OCTOBER 11, 1923, IN BOOK 530 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 278; RUNNING THENCE ALONG THE SAID NORTHERN LINE OF EDES AVENUE, NORTH 71° 52' 30" WEST 1106.56 FEET; THENCE LEAVING SAID NORTHERN LINE OF EDES AVENUE NORTH 13° 02' 30" EAST 1294.93 FEET; THENCE SOUTH 79° 08' 31" EAST 143.94 FEET TO A POINT ON THE WESTERN LINE ON THE PARCEL OF LAND DESCRIBED IN THE DEED FROM MACDONALD, YOUNG & NELSON, INC. TO GENERAL METALS CORPORATION, RECORDED FEBRUARY 13, 1952 UNDER RECORDERS SERIES NO. AG/11969 IN BOOK 6655 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 365; THENCE ALONG SAID WESTERN BOUNDARY (6655 OR 365) SOUTH 42° 51' 54" EAST 222.10 FEET; THENCE NORTH 47° 08' 06" EAST 143.59 FEET; THENCE SOUTH 51° 20' 00" EAST 290.05 FEET TO THE SOUTHERN CORNER OF SAID PARCEL (6655 OR 365); THENCE SOUTH 82° 03' 00" EAST 617.26 FEET TO A POINT ON THE SOUTHWESTERN LINE OF RAILROAD AVENUE, AS SAID AVENUE IS SHOWN ON THE "MAP OF THE ALVIN TRACT" FILED IN BOOK 14 OF MAPS AT PAGE 2, ALAMEDA COUNTY RECORDER'S OFFICE; THENCE ALONG THE WESTERN LINE OF SAID RAILROAD AVENUE SOUTH 42° 51' 54" EAST 27.55 FEET; THENCE SOUTH 42° 52' 45" EAST 175.00 FEET TO THE NORTHWESTERLY CORNER OF THE INTERSECTION OF RAILROAD AVENUE AND LOUISIANA STREET AS SHOWN ON SAID "MAP OF ALVIN TRACT"; THENCE ALONG THE WESTERN BOUNDARY OF SAID LOUISIANA STREET SOUTH 47° 07' 15" WEST 100.00 FEET TO THE SOUTHWEST CORNER OF LOT 185 OF SAID "MAP OF ALVIN TRACT"; THENCE LEAVING SAID NORTHERN LINE OF LOUISIANA STREET ALONG THE WESTERN LINE OF SAID LOT 185 NORTH 42° 52' 45" WEST 125.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 185; THENCE ALONG THE EASTERN LINE OF LOT 207 AND LOT 206 OF SAID "MAP OF ALVIN TRACT" SOUTH 47° 07' 15" WEST 100.00 FEET; THENCE LEAVING SAID SOUTHERN LINE OF LOT 206 NORTH 42° 52' 45" WEST 50.00 FEET TO A POINT ON THE EASTERN LINE OF LOT 204 OF SAID "MAP OF ALVIN TRACT"; THENCE ALONG SAID EASTERN LINE OF LOT 204 SOUTH 47° 07' 15" WEST 100.00 FEET, SAID POINT BEING A POINT ON THE NORTHERN LINE OF WALTERS AVENUE AS SHOWN ON SAID "MAP OF ALVIN TRACT"; THENCE ALONG SAID NORTHERN LINE OF SAID WALTERS AVENUE NORTH 42° 52' 45" WEST 72.79 FEET TO A POINT ON THE EASTERN BOUNDARY LINE OF SAID 84.435 ACRE PARCEL OF LAND; THENCE ALONG SAID EASTERN BOUNDARY LINE OF SAID 84.435 ACRE PARCEL OF LAND SOUTH 11° 50' 00" WEST 1099.32 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION
'PARCEL 2'

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

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERN LINE OF EDES AVENUE, ALSO KNOWN AS ROAD NO. 1, AS SAID ROAD IS SHOWN ON THE "MAP OF THE LANDS IN PARTITION IN THE SUIT OF WM. P. TOLER, ET AL. VS. JOSE C. PERALTA, ADMINISTRATOR, ET AL.," FILED IN THE OFFICE OF THE COUNTY CLERK OF ALAMEDA COUNTY, IN CASE NO. 5408, DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT, OCTOBER 27, 1880, JUDGMENT BOOK NO. 2 (DEPT. NO. 1), AT PAGE 88, WITH THE EASTERN BOUNDARY LINE OF THAT CERTAIN 84.435 ACRE PARCEL OF LAND DESCRIBED IN DEED FROM ROBERT SAMPSON, EXECUTOR OF THE ESTATE OF ALICE KERWIN, DECEASED, TO BEST STEEL CASTING COMPANY, A CORPORATION, DATED OCTOBER 10, 1923, AND RECORDED OCTOBER 11, 1923, IN BOOK 530 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 278; THENCE RUNNING ALONG THE SAID NORTHERN LINE OF EDES AVENUE NORTH 71° 52' 30" WEST 1576.56 FEET TO THE TRUE POINT OF BEGINNING, SAID TRUE POINT OF BEGINNING, BEING THE INTERSECTION OF THE EASTERN LINE OF 85TH AVENUE AND THE SAID NORTHERN LINE OF EDES AVENUE; THENCE FROM SAID TRUE POINT OF BEGINNING ALONG THE SAID EASTERN LINE OF 85TH AVENUE NORTH 13° 02' 30" EAST 1235.56 FEET; THENCE LEAVING SAID EASTERN LINE SOUTH 79° 08' 31" EAST 467.50 FEET; THENCE SOUTH 13° 02' 30" WEST 1294.93 FEET TO A POINT ON THE AFOREMENTIONED NORTHERN LINE OF EDES AVENUE; THENCE ALONG THE SAID NORTHERN LINE OF EDES AVENUE NORTH 71° 52' 30" WEST 469.00 FEET TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION
'PARCEL 3'

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

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERN LINE OF EDES AVENUE, ALSO KNOWN AS ROAD NO. 1, AS SAID ROAD IS SHOWN ON THE "MAP OF THE LANDS IN PARTITION IN THE SUIT OF WM. P. TOLER, ET AL. VS. JOSE C. PERALTA, ADMINISTRATOR, ET AL.," FILED IN THE OFFICE OF THE COUNTY CLERK OF ALAMEDA COUNTY, IN CASE NO. 5408, DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT, OCTOBER 27, 1880, JUDGMENT BOOK NO. 2 (DEPT. NO. 1), AT PAGE 88, WITH THE EASTERN BOUNDARY LINE OF THAT CERTAIN 84.435 ACRE PARCEL OF LAND DESCRIBED IN DEED FROM ROBERT SAMPSON, EXECUTOR OF THE ESTATE OF ALICE KERWIN, DECEASED, TO BEST STEEL CASTING COMPANY, A CORPORATION, DATED OCTOBER 10, 1923, AND RECORDED OCTOBER 11, 1923, IN BOOK 530 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 278; THENCE RUNNING ALONG THE SAID NORTHERN LINE OF EDES AVENUE NORTH 71° 52' 30" WEST 1576.56 FEET TO THE INTERSECTION OF THE EASTERN LINE OF 85TH AVENUE AND THE SAID NORTHERN LINE OF EDES AVENUE; THENCE ALONG THE SAID EASTERN LINE OF 85TH AVENUE NORTH 13° 02' 30" EAST 1235.56 FEET TO THE TRUE POINT OF BEGINNING, BEING THE SOUTHWESTERN CORNER OF PARCEL THREE; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG THE SAID EASTERN LINE OF 85TH AVENUE NORTH 13° 02' 30" EAST 630.50 FEET; THENCE LEAVING SAID EASTERN LINE OF 85TH AVENUE SOUTH 76° 57' 30" EAST 117.67 FEET; THENCE SOUTH 42° 51' 54" EAST 621.00 FEET; THENCE SOUTH 47° 08' 06" WEST 226.31 FEET; THENCE SOUTH 42° 51' 54" EAST 127.90 FEET; THENCE NORTH 79° 08' 31" WEST 611.44 FEET TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION
'PARCEL 4'

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

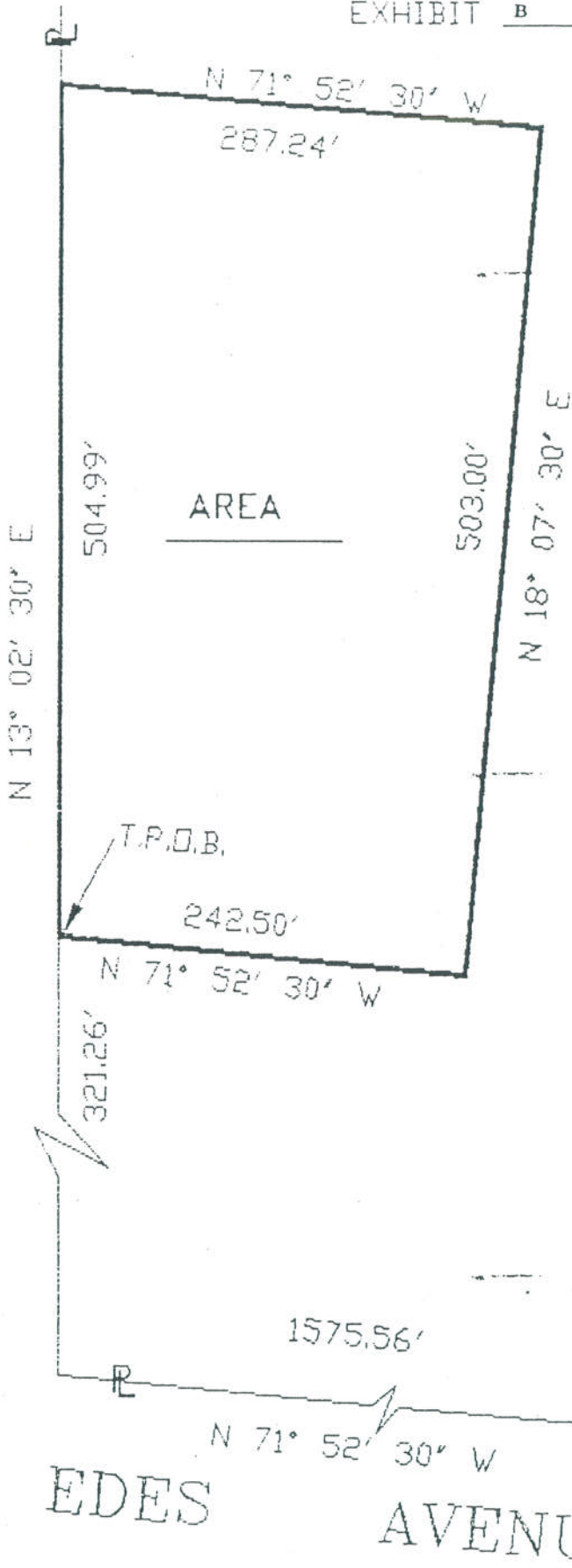
COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERN LINE OF EDES AVENUE, ALSO KNOWN AS ROAD NO. 1, AS SAID ROAD IS SHOWN ON THE "MAP OF THE LANDS IN PARTITION IN THE SUIT OF WM. P. TOLER, ET AL. VS. JOSE C. PERALTA, ADMINISTRATOR, ET AL.," FILED IN THE OFFICE OF THE COUNTY CLERK OF ALAMEDA COUNTY, IN CASE NO. 5408, DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT, OCTOBER 27, 1880, JUDGMENT BOOK NO. 2 (DEPT. NO. 1), AT PAGE 88, WITH THE EASTERN BOUNDARY LINE OF THAT CERTAIN 84.435 ACRE PARCEL OF LAND DESCRIBED IN DEED FROM ROBERT SAMPSON, EXECUTOR OF THE ESTATE OF ALICE KERWIN, DECEASED, TO BEST STEEL CASTING COMPANY, A CORPORATION, DATED OCTOBER 10, 1923, AND RECORDED OCTOBER 11, 1923, IN BOOK 530 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 278; THENCE RUNNING ALONG THE SAID NORTHERN LINE OF EDES AVENUE NORTH $71^{\circ} 52' 30''$ WEST 1576.56 FEET TO THE INTERSECTION OF THE EASTERN LINE OF 85TH AVENUE AND THE SAID NORTHERN LINE OF EDES AVENUE; THENCE ALONG THE SAID EASTERN LINE OF 85TH AVENUE NORTH $13^{\circ} 02' 30''$ EAST 1866.06 FEET TO THE TRUE POINT OF BEGINNING, BEING THE SOUTHWESTERN CORNER OF PARCEL FOUR; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG THE SAID EASTERN LINE OF 85TH AVENUE NORTH $13^{\circ} 02' 30''$ EAST 502.29 FEET TO THE INTERSECTION OF THE SAID EASTERN LINE OF 85TH AVENUE AND THE SOUTHWESTERN LINE OF RAILROAD AVENUE AS DESCRIBED IN DEED FROM GENERAL METALS CORPORATION, TO CITY OF OAKLAND, DATED AUGUST 31, 1939 AND RECORDED SEPTEMBER 15, 1939 UNDER RECORDER'S SERIES NO. KK/44362 IN BOOK 3784 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 479; THENCE ALONG THE SAID LAST MENTIONED LINE SOUTH $42^{\circ} 51' 54''$ EAST 1000.00 FEET; THENCE LEAVING SAID SOUTHWESTERN LINE OF RAILROAD AVENUE SOUTH $47^{\circ} 08' 06''$ WEST 350.00 FEET; THENCE NORTH $42^{\circ} 51' 54''$ WEST 621.00 FEET; THENCE NORTH $76^{\circ} 57' 30''$ WEST 117.67 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

Legal Description of the Machine Shop Vapor Degreaser/
Storm Drain Area

EXHIBIT B

85TH AVENUE



SCALE: 1" = 100'



EDES AVENUE

CLARA STREET

EXHIBIT B
LEGAL DESCRIPTION

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

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERN LINE OF EDES AVENUE, ALSO KNOWN AS ROAD NO. 1, AS SAID ROAD IS SHOWN ON THE "MAP OF THE LANDS IN PARTITION IN THE SUIT OF WM. P. TOLER, ET AL, VS. JOSE C. PERALTA, ADMINISTRATOR, ET AL," FILED IN THE OFFICE OF THE COUNTY CLERK OF ALAMEDA COUNTY, IN CASE NO. 5408, DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT, OCTOBER 27, 1880, JUDGMENT BOOK NO. 2 (DEPT. NO. 1), AT PAGE 88, WITH THE EASTERN BOUNDARY LINE OF THAT CERTAIN 84.435 ACRE PARCEL OF LAND DESCRIBED IN DEED FROM ROBERT SAMPSON, EXECUTOR OF THE ESTATE OF ALICE KERWIN, DECEASED, TO BEST STEEL CASTING COMPANY, A CORPORATION, DATED OCTOBER 10, 1923, AND RECORDED OCTOBER 11, 1923, IN BOOK 530 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 278; THENCE RUNNING ALONG THE SAID NORTHERN LINE OF EDES AVENUE NORTH 71° 52' 30" WEST 1576.56 FEET TO THE INTERSECTION OF THE EASTERN LINE OF 85TH AVENUE AND THE SAID NORTHERN LINE OF EDES AVENUE; THENCE ALONG THE SAID EASTERN LINE OF 85TH AVENUE NORTH 13° 02' 30" EAST 321.26 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG SAID EASTERN LINE OF 85TH AVENUE NORTH 13° 02' 30" EAST 504.99 FEET; THENCE LEAVING SAID EASTERN LINE SOUTH 71° 52' 30" EAST 287.24 FEET; THENCE SOUTH 18° 07' 30" WEST 503.00 FEET; THENCE NORTH 71° 52' 30" WEST 242.50 FEET TO THE TRUE POINT OF BEGINNING.

Table 1
 Summary of Polynuclear Aromatic Hydrocarbon Concentrations in Soil
 Former Transamerica Delaval, Oakland, California

Compound	Number of Samples in which PNA was Detected; (a)	Number of Samples Analyzed; (a)	Summary of Detected Concentrations (mg/kg)		
			Minimum; (b)	Maximum; (b)	Arithmetic Mean; (c)
Acenaphthene	10	91	0.09	1.8	0.37
Acenaphthylene	2	91	0.30	1.0	0.33
Anthracene	9	91	0.08	1.0	0.35
Benzo[a]anthracene	32	91	0.07	15	1.6
Benzo[a]pyrene	38	91	0.07	40	2.4
Benzo[b]fluoranthene	31	91	0.07	51	2.2
Benzo[k]fluoranthene	31	91	0.06	22	2.5
Benzo[ghi]perylene	38	91	0.07	33	2.1
Chrysene	37	91	0.13	21	2.0
Dibenz[a,h]anthracene	19	91	0.06	6.8	0.64
Dibenzofuran	2	91	0.36	0.38	0.32
Fluoranthene	36	91	0.07	12	1.4
Fluorene	4	91	0.10	0.47	0.33
Indeno[1,2,3-c,d]pyrene	37	91	0.07	24	1.9
2-Methylnaphthalene	15	91	0.15	6.8	0.48
Naphthalene	17	91	0.10	2.0	0.45
Phenanthrene	29	91	0.05	4.3	0.68
Pyrene	35	91	0.05	15	1.7

Notes:

(a) The first number represents number of times the polynuclear aromatic hydrocarbon ("PNA") was detected in soil samples. The second number represents the total number of soil samples considered. The data include only soil samples collected at a depth of 0 to 10 feet below ground surface. Statistical summary is based on data compiled in Kennedy/Jenks/Chilton report, dated July 1989, entitled *Surface Soil Characterization and Remedial Action Plan/Feasibility Study and Erler & Kalinowski, Inc. memorandum, dated 14 December 1992, entitled Observation of Soil Sampling Activities and Analysis of Split Soil Samples.*

(b) Minimum and maximum represent the lowest and highest concentration detected, respectively.

(c) The arithmetic mean was calculated assuming that for samples where chemicals were not reported to be present above the analytical method reporting limit, the concentration of each of these chemicals is one-half of the reporting limit.

Table 2
 Summary of Halogenated Volatile Organic Compound Concentrations in Shallow Groundwater
 for Site Excluding the Machine Shop Vapor Degreaser/Storm Drain Area

Former Transamerica Delaval, Oakland, California

Compound	Number of Samples in which HVOCs was Detected; (a)	Number of Samples Analyzed; (a)	Summary of Detected Concentrations (ug/L)		
			Minimum; (b)	Maximum; (b)	Arithmetic Mean; (c)
1,1-Dichloroethane	3	15	0.5	1.0	1.2
1,1-Dichloroethene	3	15	0.6	0.7	1.2
cis-1,2-Dichloroethene	2	15	0.7	0.8	1.2
Tetrachloroethene	4	15	3.5	17	3.2
1,1,1-Trichloroethane	4	15	2.6	6.6	2.0
Trichloroethene	4	15	14	34	6.8

Notes:

- (a) The first number represents number of times the halogenated volatile organic chemical ("HVOCS") was detected in groundwater samples. The second number represents the total number of groundwater samples considered. Data used in the analysis include HVOCS concentrations of groundwater samples collected in June 1996 from on-site monitoring wells excluding monitoring wells in the Machine Shop Vapor Degreaser/Storm Drain Area. The data for shallow zone monitoring wells MW-1, MW-2, MW-3, MW-8, MW-11, MW-12, MW-13, MW-14, MW-15, MW-16, MW-17, MW-22, MW-23, MW-24, and MW-25 were used in this analysis. The data for deep zone monitoring wells MW-9 and MW-10 were not included. The well locations, sampling dates, and HVOCS concentrations are shown on Figure 4 in the Risk Management Plan.
- (b) Minimum and maximum represent the lowest and highest concentration detected, respectively.
- (c) The arithmetic mean was calculated assuming that for samples where chemicals were not reported to be present above the analytical method reporting limit, the concentration of each of these chemicals is one-half of the reporting limit.

Table 3
 Summary of Halogenated Volatile Organic Compound Concentrations in Shallow Groundwater
 for the Machine Shop Vapor Degreaser/Storm Drain Area

Former Transamerica Delaval, Oakland, California

Compound	Number of Samples in which HVOC was Detected; (a)	Number of Samples Analyzed; (a)	Summary of Detected Concentrations (ug/L)		
			Minimum; (b)	Maximum; (b)	Arithmetic Mean; (c)
1,1-Dichloroethane	3	3	0.9	8.8	4.5
1,1-Dichloroethene	3	3	1.2	60	22
cis-1,2-Dichloroethene	3	3	0.7	0.9	0.8
Tetrachloroethene	2	3	0.9	2.0	1.1
1,1,1-Trichloroethane	3	3	11	68	33
Trichloroethene	2	3	2.5	3.1	2.0

Notes:

(a) The first number represents number of times the halogenated volatile organic chemical ("HVOC") was detected in groundwater samples. The second number represents the total number of groundwater samples considered. These data include only the results of groundwater samples collected in June 1996 from on-site monitoring wells in the Machine Shop Vapor Degreaser/Storm Drain Area. The data for wells EX-A, EX-B, and MW-6 are included. HVOC concentrations in samples collected from monitoring wells MW-4, MW-5, and MW-7 are not included because these wells have not been sampled since groundwater remediation began in 1989. Historical data from these wells are not considered to be representative of current conditions. Well locations, sampling dates, and HVOC concentrations are shown on Figure 4 in the Risk Management Plan.

(b) Minimum and maximum represent the lowest and highest concentration detected, respectively.

(c) The arithmetic mean was calculated assuming that for samples where chemicals were not reported to be present above the analytical method reporting limit, the concentration of each of these chemicals is one-half of the reporting limit.