

Recording Requested by:)
City of Emeryville)
Redevelopment Agency)

When Recorded mail to:)

Department of Toxic Substances Control)
700 Heinz Avenue, Suite 200)
Berkeley, CA 94710)
Attn: Barbara J. Cook, P.E.)

COPY of Document Recorded
JUL 26 2000 *W* 00220929
as No.
Has not been compared with Original.
ALAMEDA COUNTY RECORDER

COVENANT TO RESTRICT USE OF PROPERTY
(Health and Safety Code section 25355.5)

ENVIRONMENTAL RESTRICTION (Civil Code section 1471(c))

(South Bayfront Property Shellmound Street, Emeryville, Alameda County
Parcel #s 049-1038-007, 049-1038-008, 049-1038-001-1, 049-1038-001-4,
049-1038-002; 049-1038-003; 049-1516-006-2, 049-1516-007-2 and the former
Shellmound Street right-of-way)

This Covenant and Agreement ("Covenant") is made as of the 26th day of July, 2000, by the Department of Toxic Substances Control (the "Department") and the City of Emeryville Redevelopment Agency ("Covenantor"), as the owner of record of certain land situated in the City of Emeryville, County of Alameda, State of California, which land is described in the Legal Description in Exhibit A, and shown outlined on the Site Plan in Exhibit B, (collectively referred to herein as the "Property"). Exhibit A and Exhibit B are attached hereto and incorporated herein by this reference. Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials defined in Health and Safety Code ("HSC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree, pursuant to Civil Code section 1471(c) and HSC section 25355.5 that the use of the Property be restricted as set forth in this Covenant.

ARTICLE I
STATEMENT OF FACTS

1.01 Historical Use of Property. The Property is approximately 19.5 acres and is located south of Powell Street between Shellmound Street and the Union Pacific Railroad tracks, in the City of Emeryville, Alameda County. The Property consists of an assemblage of six parcels commonly referred to as the Shellmound Ventures, Warburton, Sepulveda, McKinley, and Elementis parcels, and the Shellmound Street right-of-way.

a. The Shellmound Ventures parcels (APN 049-1516-006-2 and APN 049-1516-007-2) were formerly part of a larger parcel containing the Judson Manufacturing Company, originally known as the Judson Iron Works. The Shellmound Ventures parcels are in a former tideland area, which was filled to accommodate the construction of Interstate 80 during the 1950s. Fill material included process waste (slag and mill scale) from Judson Manufacturing Company.

b. The Warburton parcel (APN 049-1038-003) and approximately the southerly 350 feet of the Elementis parcel (southern portion of APN 049-1038-002) were occupied by a drum reconditioning business from the early 1940's through the early 1990's, carried out by the McGuire & Co. Cooperage, the Consolidated Drum Co., Myers Drum, a subsidiary of Kaiser Steel, and the Myers Container Corporation, a subsidiary of Industrial Molding and Container Corporation (IMACC).

c. The Elementis parcels (APN 049-1038-001-1, APN 049-1038-002, and APN 049-1038-001-4) have been used for several purposes since the early 1900s, including: (1) recreational use under the name Shell Mound Park on the southern portion of the property, including shooting galleries that apparently existed from at

least 1903 until as late as 1929; (2) formulation, packaging, and distribution of inorganic and organochlorine pesticides and insecticides by Sherwin-Williams on the northern portion of the property from approximately 1929 to 1964; (3) production of iron oxide pigments and mixing of other pigments by C.K. Williams & Co., Pfizer, Inc., Pfizer Pigments, Inc., Harcros Pigments, Inc., and Elementis on the central portion of the property north of Temescal Creek, from 1929 through December 1998; and (4) storage for used drums and barrels prior to re-conditioning by the McGuire & Co. Cooperage, the Consolidated Drum Co., Myers Drum and the Myers Container Corporation south of Temescal Creek, from the early 1940's through the early 1990's.

d. The McKinley parcel (APN 049-1038-008) was used for four primary purposes since the 1920s, including: (1) formulation, packaging, and distribution of pesticides and insecticides by Sherwin-Williams from approximately 1929 to approximately 1969; (2) a wholesale flower association warehouse in the 1960s and 1970s; (3) a machine shop operated by Develco in the northern portion of the building in the 1970s and 1980s; and (4) offices, a photo lab, a sign installation/maintenance business, and support activities for an environmental consulting firm in the 1970s, 1980s, and 1990s. Also office space and parking from the late 1980s through March 1999.

e. The Sepulveda parcel (APN 049-1038-007) was used for two primary purposes since the 1920s, including: (1) formulation, packaging, and distribution of pesticides and insecticides by Sherwin-Williams from approximately 1929 to the 1950s; and (2) trucking operations, including the use of underground storage tanks for storage of petroleum fuel products, and the likely above-ground storage and use of various chemicals for vehicle maintenance operations from the 1950's through November 1998.

f. The Shellmound Street right-of-way was within the boundaries of San Francisco Bay prior to the 1930s. During the 1930's, the area was filled. The area of the Shellmound Street right-of-way parcel has been used as a roadway since it was filled.

1.02 Cleanup Agreements

a. Covenantor and Department entered into a Workplan Oversight and Consultation Agreement pursuant to California Health and Safety Code Section 25355.5(a)(1)(C) and Health and Safety Code Sections 33459.1(a) and (c)(1) on July 20, 1998 with respect to the Sepulveda, McKinley and Elementis parcels, and the former Shellmound Street right-of-way (collectively, the "Shellmound Properties").

b. Covenantor and Department entered into a Voluntary Cleanup Agreement pursuant to California Health and Safety Code Sections 25355(6) and 25355.5(a)(1)(C) in November 1993 with respect to the Shellmound Ventures parcels.

c. With respect to the Warburton parcel and the southerly 350 feet of the Elementis parcel (collectively, the "Myers Drum Site"), on June 28, 1991, the Department issued an Imminent and Substantial Endangerment and Remedial Action Order (Docket No. I&SE 90/91-022) to Covenantor's predecessor-in-interest and other responsible parties pursuant to Health and Safety Code Section 25358.3.

1.03 Pre-Remediation Conditions of the Property.

a. Shellmound Properties. Investigations were conducted in 1997 and 1998 to evaluate the environmental condition of the Elementis, McKinley and Sepulveda parcels and the Shellmound Street right-of-way. Significant soil and groundwater contamination was found primarily in the area of the former

Sherwin-Williams pesticide facility, which makes up the northern portion of the Property, including the Sepulveda, McKinley and approximately the northerly 350 feet of the Elementis parcels. Arsenic was found above background concentrations in soils throughout much of the area of the former Sherwin-Williams pesticide facility. DDT residuals were also detected in soils in high concentrations, together with miscellaneous volatile organic compounds, semi-volatile organic compounds, petroleum hydrocarbons, and hydrogen sulfides.

Elevated concentrations of arsenic were also detected in groundwater in the areas formerly occupied by Sherwin-Williams. Groundwater impacts apparently are primarily limited to the upper-most saturated zone. In addition, there is an area of groundwater contaminated with trichloroethene ("TCE") and other chlorinated volatile organic compounds ("VOCs") which extends from the McKinley parcel across the Sepulveda parcel and out into Shellmound Street.

Limited areas of soil contamination were identified on the remainder of the Elementis parcel extending south from the area formerly occupied by the Sherwin-Williams pesticide facility to the northern edge of the former Myers Drum facility. No significant groundwater impacts were identified in this area.

Limited areas of soil contamination adjacent to the Myers Drum site were identified in the Shellmound Street right-of-way consisting primarily of petroleum hydrocarbon related compounds. No significant groundwater impacts were identified in this area.

b. Myers Drum Site. Investigations of soil and groundwater were conducted from 1990 to 1993 to evaluate the environmental condition of the Myers Drum Site. A variety of volatile organic compounds (VOCs), semi volatile organic compounds (SVOCs), pesticides, polychlorinated biphenyls (PCBs), metals, and

petroleum hydrocarbons were detected. VOCs were mostly detected in the upper fill layers at the processing building (formerly located at the south end of the Myers Drum Site), the drum burner area (formerly located about midway along the easterly edge of the Myers Drum Site), and in the area of a storm drain which ran parallel to the former Shellmound Street right-of-way. SVOCs appear to have particularly impacted the areas of the former processing building, drum burner area, and the area of the storm drain parallel to the former Shellmound Street right-of-way, about midway along the westerly edge of the Myers Drum Site. PCBs, pesticides and metals were detected in the area of the former processing building, in an area west of the processing building, and in various locations where drums were stored on the remainder of the Myers Drum Site. Metals were also detected in the drum burner area. Petroleum hydrocarbons (i.e. Bunker C oil and diesel) were detected in the area of the former processing building. Groundwater in the areas underneath the former processing building, drum burner area, and the area of the storm drain have been impacted with VOCs, SVOCs, PCBs, metals and petroleum hydrocarbons.

c. Shellmound Ventures Parcels. Several investigations of soil and groundwater were conducted from 1980 through 1997. Soil samples were analyzed for the presence of metals, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and petroleum hydrocarbon compounds. Elevated concentrations of metals such as lead, zinc, chromium, arsenic, cadmium, nickel, barium, silver, copper, beryllium, cobalt, molybdenum, vanadium and mercury were detected predominantly in slag containing fill materials. No VOCs or SVOCs were detected in soils and one soil sample detected PCB as Arochlor 1254 at 4.5 ppm. Total petroleum hydrocarbons (TPH) in the form of diesel, gasoline and oil and grease and metals were detected in groundwater in the low parts per million

range. VOCs in the form of methylene chloride and naphthalene were also detected in two separate groundwater samples.

1.04 Health Effects. According to the Human Health Risk Assessment prepared by Erler & Kalinowski, Inc., dated November 1998, for the Elementis, Sepulveda and McKinley parcels and the Shellmound Street right-of-way parcels; the Human Health Risk Assessment prepared by SOMA Environmental Engineering, Inc., dated August 27, 1997, for the Shellmound Ventures parcel; and the Human Health Risk Assessment prepared by TRC Environmental Corporation, dated April 1994, for the Warburton parcel and the southerly 350 feet of the Elementis parcel, the potential exposure pathways to these contaminants are through incidental ingestion of surface soil, inhalation of dust from surface soil, and inhalation of volatile chemicals from soil and groundwater. The potential human health effects resulting from exposure to these contaminants are as described in the U.S. Department of Health and Human Services, Public Health Service, Agency for Toxic Substances and Disease Registry, individual Toxicological Profiles.

1.05 Remediation and Current Condition of the Property. The Remedial Action Plans have been fully implemented and the Department has issued Certificates of Completion confirming that the required remedial work has been carried out in accordance with the Remedial Action Plans.

The Human Health Risk Assessments provide that exposure to residual contaminants left after remediation of the Property will be prevented by redeveloping the site so that existing soils are covered by buildings, concrete, asphalt, and clean fill.

Further, in accordance with the Remedial Action Plans, Covenantor desires to protect future public health and safety by restricting future use of the Property in a manner consistent with the uses contemplated in the Remedial Action Plans.

1.06 Surrounding Land Use. The Property is located in an area of former industrial and commercial land use which is redeveloping to land uses of a more commercial nature. To the south of the Property is the IKEA store (formerly Barbary Coast Steel and Judson Manufacturing Company); Powell Street Plaza (formerly P.I.E. Nationwide Trucking) and the Marriott Hotel (formerly a portion of Judson Manufacturing Company) is to the west; and the Flower Mart are to the north; Interstate 80 and Shellmound Street are to the west; and the Union Pacific Railroad tracks and Chiron Corporation are to the east.

1.07 Planned Development of the Property. The City of Emeryville certified and adopted an Environmental Impact Report on January 15, 1999, in connection with a proposal to redevelop the Property with a mixed-use project including a theater, retail and commercial, hotel, multi-family residential, and parking structures (the "South Bayfront Project"). Thereafter, on September 21, 1999, the City of Emeryville adopted Ordinance No. 99-009 approving a Planned Unit Development - Mixed Use zoning designation for the Property and a Preliminary Development Plan for the Project. Additionally, Covenantor approved and executed a Disposition and Development Agreement ("DDA"), dated September 23, 1999, for the conveyance of the Property to the South Bayfront Redevelopment Project Partnership, for redevelopment of the Property in accordance with the approved South Bayfront Project.

ARTICLE II

GENERAL PROVISIONS

2.01 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), 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 every Restriction: (a) runs with the land pursuant to HSC section 25355.5 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by, the Department; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

2.02 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions shall be incorporated by reference in each and every deed and ground lease or other conveyance of a fee or ground lease interest in the Property or any portion thereof.

2.03 Binding upon Owners. The Covenantor and all successive Owners of the Property are expressly bound hereby for the benefit of the Department. Pursuant to HSC section 25355.5, this Covenant is binding upon all owners of the Property, their heirs, successors, and assignees, and the agents, employees, or lessees of the owners, heirs, successors, and assignees.

2.04 Conveyance of Property. Within sixty (60) days after the conveyance of fee title to all or any part of the Property, the new Owner shall provide a notice to the Department within sixty (60) days after the effective date of the conveyance giving its name, address and telephone number for its principal place of business. Notwithstanding the foregoing, the new Owner's failure to give such notice shall not affect the validity of any such conveyance. The Department shall not, by reason of this Restated Covenant, have authority to approve, disapprove, or otherwise affect any conveyance, except as otherwise provided by law or by an express provision of this Covenant.

ARTICLE III
DEFINITIONS

3.01 Department. "Department" shall mean the California Department of Toxic Substances Control and shall include its successor agencies, if any.

3.02 Improvements. "Improvements" shall mean all buildings, roads, driveways, walkways, landscaped areas and paved parking areas, constructed or placed upon any portion of the Property.

3.03 Occupant(s). "Occupant(s)" shall mean those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to occupy any portion of the Property.

3.04 Owner(s). "Owner(s)" shall mean (1) the Covenantor or its successors in interest, including heirs and assigns, who hold fee title to all or any portion of the Property, and (2) any ground lessee of all or any portion of the Property.

ARTICLE IV
RESTRICTIONS ON DEVELOPMENT AND USE

Owner(s) shall restrict the use of the Property as follows:

4.01 Restrictions on Development and Use.

a. The uses provided for in City of Emeryville Ordinance No. 99-009 approved on September 21, 1999 and other commercial/office or industrial uses are permitted on the Property.

b. Residential development for human habitation shall not be permitted on the Property, except for the development of townhouse and multifamily residential improvements and hotel improvements. Any townhouse or multifamily

residential improvements shall be constructed so that areas for human habitation are located at least one floor above the ground floor of the building in which they are located and such improvements shall not have ground level outdoor play areas except for areas covered with asphalt, concrete or other surfacing that prevents contact with soils containing the chemicals of concern identified in Paragraph 1.03.

c. Hospitals or health clinics and schools for children under 21 years of age shall not be permitted on the Property without the written approval of the Department.

d. Groundwater at the Property shall not be extracted for use as drinking water or for any other purpose other than groundwater remediation and dewatering during construction activities.

4.02 Soil and Extracted Groundwater Management.

Soils on the Property and any groundwater extracted during construction activities on the Property shall be managed in accordance with all applicable provisions of state and federal laws and in accordance with the Risk Management Plan approved by the Department on July 26, 2000, as it may be amended from time to time in accordance with its terms. A current version of the Risk Management Plan shall be maintained as a public record by the Department and by the City of Emeryville Redevelopment Agency, and shall be maintained at a location on the Property by each Owner or Ground Lessee.

4.03 Inspection and Maintenance of Cover Materials. The Owner shall inspect and maintain Improvements constructed on the Property as provided in the Risk Management Plan.

4.04 Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.05 Access for Implementing Operation and Maintenance Agreement and Workplan Oversight and Consultation Agreement. The entities or persons responsible for implementing the Operation and Maintenance Agreement to be entered between the Department and the IMACC Corporation and the Workplan Oversight and Consultation Agreement between the Department and Covenantor dated July 20, 1998, shall have reasonable right of entry and access to the Property for the purposes of implementing the respective Agreements until the Department determines that no further right of entry and access is required.

ARTICLE V

ENFORCEMENT

5.01 Enforcement. Failure of the Owner(s) to comply with any of the requirements, as set forth in Article IV shall be grounds for the Department, by reason of the Covenant, to require the respective Owner(s) to cease, modify or remove any land uses established in violation of Article IV. This Covenant shall be enforceable by the Department pursuant to Health and Safety Code Division 20 Chapter 6.5, Article 8 (commencing with Section 25180).

5.02 Covenantor and Owner Obligations. Neither Covenantor nor any Owner shall have any obligation to enforce or to police the observance of the Restrictions set forth herein by any other Owners of the Property or any portion thereof. This Covenant

shall not create any private right of action against Covenantor or any other Owner or Occupant of the Property or any portion thereof.

5.03 Effect of Sale. Upon the sale or other conveyance of its ownership interest in all or any portion of the Property by an Owner to another legal entity in accordance with the terms of this Covenant, Owner shall thereafter be relieved of any and all obligations, responsibilities and/or liabilities for complying with the provisions, covenants, restrictions, and conditions of this Covenant as respects that portion of the Property conveyed by Owner.

ARTICLE VI

VARIANCE AND TERMINATION

6.01 Variance. Any Owner of all or any portion of the Property may apply to the Department for a written variance from the provisions of this Covenant for the Property, or that portion of the Property, they own or lease. Such application shall be made in the same manner as provided in Health and Safety Code Section 25233. If requested by the Department, any approved variance shall be recorded in the land records by the person or entity granted the variance.

6.02 Termination or Modification.

a Any Owner(s) of all or a portion of the Property may apply to the Department for a termination of the Restrictions as they apply to the Property, or that portion of the Property, they own or lease. Such application shall be made in the same manner as provided in Health and Safety Code Section 25234.

b Any Owner(s) of all or a portion of the Property may seek to modify the Restrictions as they apply to the Property, or that portion of the Property, they own or lease upon making written application to the Department. The respective Owner(s)

shall file any modification of the Restrictions approved by the Department and the respective Owner(s) for recording in accordance with Section 7.05 of this Covenant.

6.03 Term. Unless terminated or modified in accordance with Section 6.02 above, by law or otherwise, this covenant shall continue in effect in perpetuity.

6.04 Termination of Prior Shellmound Ventures Covenant. On March 24, 1998, Covenantor and Department entered into that certain Covenant To Restrict Use Of Property, recorded on March 27, 1998, as Instrument No. 98103393, in the Official Records of the Alameda County Recorder's Office, imposing restrictions on the Shellmound Ventures parcels described herein, as well as adjacent parcels (the "Shellmound Ventures Covenant"). Covenantor and Department desire and intend by execution and recordation of this Covenant and Agreement to terminate the effect of the Shellmound Ventures Covenant as it applies to the Shellmound Ventures parcels included within the Property described herein.

ARTICLE VII

MISCELLANEOUS

7.01 No Dedication or Taking. Nothing set forth herein shall be construed 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. Further, nothing set forth in this Covenant shall be construed to effect a taking under state or federal law.

7.02 Notices. Whenever any person gives or serves any notice, demands; or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective; 1) when delivered, if delivered personally or by overnight courier to the person being served or to an officer of a corporate party being served or official of a government agency being

served; or 2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

To: "Covenantor":
John Flores, Executive Director
City of Emeryville Redevelopment
Agency
2200 Powell Street, #1200
Emeryville, California 94808-1806

Copy to:
Barbara J. Cook, P.E., Chief
Department of Toxic Substances
Control
Northern California Coastal
Cleanup Operations
700 Heinz Avenue, Suite 200
Berkeley, California 94710

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

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

7.05 Recordation. This Covenant shall be executed by the Covenantor and by the Site Mitigation Branch Chief, California Department of Toxic Substances Control. The Covenantor shall file this Covenant with all referenced exhibits for recording by the County of Alameda within ten (10) days of Covenantor's receipt of a fully executed original.

7.06 References. All references to code sections include successor provisions.

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

APPROVED AS TO FORM:

Michael G. Biddle

Michael G. Biddle

Agency General Counsel

COVENANTOR

City Of Emeryville Redevelopment Agency

Date: 7/26/00

By:

John A. Flores
John Flores, Executive Director

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Date: 7/26/2000

By:

Barbara J. Cook
Barbara J. Cook, Chief
Northern California Coastal Cleanup Operations
Berkeley Office

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On July 26, 2000 before me, Erika Broyard Notary
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

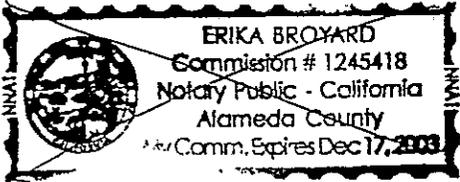
personally appeared Barbara J. Cook
Name(s) of Signer(s)

- personally known to me
- 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.

Erika Broyard
Signature of Notary Public



OPTIONAL

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

Description of Attached Document

Title or Type of Document: Covenant to Restrict Use of Property

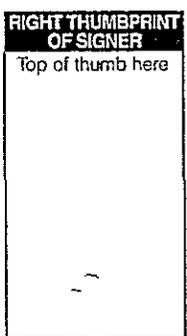
Document Date: July 26, 2000 Number of Pages: 22 w/att.

Signer(s) Other Than Named Above: John A. Flores

Capacity(ies) Claimed by Signer(s)

Signer's Name: Barbara J. Cook

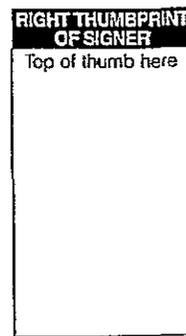
- Individual
- Corporate Officer
Title(s): Chief
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
Dept of Toxic
Substances Control
NCCCO

Signer's Name: _____

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



Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

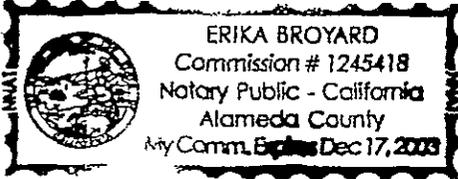
State of California

County of Alameda

On July 26, 2000 before me, Erika Broyard, Notary
Date Name and Title of Officer, (e.g., "Jane Doe, Notary Public")

personally appeared John A. Flores
Name(s) of Signer(s)

- personally known to me
- 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.

Erika Broyard
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Covenant to Restrict Use of Property

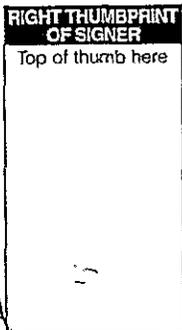
Document Date: July 26, 2000 Number of Pages: 22 w/att.

Signer(s) Other Than Named Above: Barbara Cook

Capacity(ies) Claimed by Signer(s)

Signer's Name: John A. Flores

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

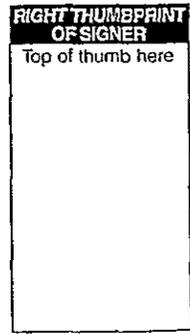


Signer Is Representing:

Emeryville
Redevelopment Agency

Signer's Name: _____

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



Signer Is Representing:

DESCRIPTION

EXHIBIT A

CITY OF EMERYVILLE

PARCEL A

BEGINNING AT THE INTERSECTION OF THE EASTERN LINE OF SHELLMOUND STREET, AS DESCRIBED IN THE DEED BY LUELLA PETERSON TO TOWN OF EMERYVILLE, DATED FEBRUARY 2, 1940, RECORDED NOVEMBER 6, 1940, IN BOOK 4007 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 37, WITH THE SOUTHERN LINE OF THE LAND FIRSTLY DESCRIBED IN THE DEED BY THE MEE ESTATE TO WILLIAM MC GUIRE AND CHARLES MC GUIRE, DATED MARCH 24, 1921, AND RECORDED JUNE 16, 1921, IN BOOK 35 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 176; RUNNING THENCE ALONG SAID LINE OF SHELLMOUND STREET NORTHERLY, 165.67 FEET, MORE OR LESS, TO THE DIRECT EXTENSION WESTERLY OF THE NORTHERN LINE OF THE LAND SECONDLY DESCRIBED IN THE LAST MENTIONED DEED; THENCE EASTERLY ALONG SAID EXTENDED LINE AND THE DIRECT EXTENSION EASTERLY THEREOF, 390 FEET, MORE OR LESS, TO THE WESTERN LINE OF THE RIGHT OF WAY, 100 FEET WIDE, OF THE SOUTHERN PACIFIC RAILROAD COMPANY'S MAIN LINE THROUGH EMERYVILLE; THENCE ALONG THE LAST NAMED LINE SOUTHERLY, 193.60 FEET TO THE SOUTHERN LINE OF THE LAND SECONDLY DESCRIBED IN THE LAST MENTIONED DEED; THENCE WESTERLY ALONG THE LAST NAMED LINE AND THE DIRECT EXTENSION WESTERLY THEREOF, 391.57 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 049-1038-003

PARCEL B

PARCEL ONE:

PARCEL B, AS SHOWN ON PARCEL MAP 1356, FILED MAY 12, 1979, IN BOOK 37 OF PARCEL MAPS, AT PAGE 52, OFFICIAL RECORDS.

PARCEL TWO-A:

AN EASEMENT FOR FOUR TRACK, PURPOSES, AS RESERVED IN THE DEED FROM THE SHERWIN-WILLIAMS COMPANY, A CORPORATION, TO GENERAL ELECTRIC COMPANY, A CORPORATION, DATED OCTOBER 12, 1964, RECORDED OCTOBER 15, 1964, ON REEL 1339, IMAGE 471, INSTRUMENT NO. AW/165997, ALAMEDA COUNTY RECORDS, ACROSS A STRIP OF LAND 17.00 FEET IN WIDTH, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY, FORMERLY NORTHERN RAILWAY CO. 100-FOOT-WIDE RIGHT OF WAY, AS SAID LINE IS DESCRIBED IN THE DEED FROM CHARLES CROCKER TO NORTHERN RAILWAY CO., RECORDED JANUARY 27, 1879, IN BOOK 175 OF DEEDS, PAGE 115, ALAMEDA COUNTY RECORDS, SAID POINT OF BEGINNING BEING DISTANT NORTHERLY FROM A TANGENT BEARING NORTH 7° 21' 07" WEST, ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 14,273.60 FEET, SUBTENDING A CENTRAL ANGLE OF 0° 49' 12", AN ARC DISTANCE OF 204.28 FEET FROM THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONTAINING 38,937 SQUARE FEET, MORE OR LESS, CONVEYED BY THE SHERWIN-WILLIAMS CO. OF CALIFORNIA, A CORPORATION, TO C. K. WILLIAMS & CO., A CORPORATION, BY DEED RECORDED MARCH 21, 1960, ON REEL 50, IMAGE 55 (AR/32415), ALAMEDA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING NORTHERLY, ALONG SAID WESTERLY LINE OF SOUTHERN PACIFIC RAILROAD COMPANY'S 100-FOOT RIGHT OF WAY, FROM A TANGENT BEARING NORTH 8° 10' 19" WEST, ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 14,273.60 FEET, SUBTENDING A CENTRAL ANGLE OF 0° 14' 19", AN ARC DISTANCE OF 59.44 FEET; THENCE LEAVING SAID

DESCRIPTION

EXHIBIT A

LINE, SOUTH 85° 30' WEST, 17.04 FEET TO A POINT IN THE LINE PARALLEL WITH SAID WESTERLY LINE OF SOUTHERN PACIFIC RAILROAD COMPANY'S 100-FOOT RIGHT OF WAY, AND DISTANT 17.00 FEET THEREOF; THENCE ALONG THE LAST NAMED LINE SOUTHERLY, FROM A TANGENT BEARING SOUTH 8° 24' 55" EAST, ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 14,256.60 FEET, SUBTENDING A CENTRAL ANGLE OF 0° 14' 36", AN ARC DISTANCE OF 60.55 FEET; AND THENCE NORTH 81° 49' 41" EAST, 17.00 FEET TO THE POINT OF BEGINNING.

PARCEL TWO-B:

ALL THE INTEREST OF GRANTOR IN THOSE CERTAIN EASEMENTS RESERVED BY GRANTOR IN THAT CERTAIN DEED FROM THE SHERWIN-WILLIAMS COMPANY, A CORPORATION, TO GENERAL ELECTRIC COMPANY, A CORPORATION, DATED OCTOBER 12, 1964, RECORDED OCTOBER 13, 1964, ON REEL 1339, IMAGE 471, INSTRUMENT NO. AM/165997, FOR THE BENEFIT OF THE LAND HEREINAFTER CONVEYED, AND SUBJECT TO THE COVENANTS AND CONDITIONS CONTAINED IN SAID DEED.

ASSESSOR'S PARCEL NO. 043-1038-008

PARCEL C

PARCEL C, AS SHOWN ON PARCEL MAP 1356, FILED MAY 13, 1975, IN BOOK 87 OF PARCEL MAPS, AT PAGE 52, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO. 043-1038-007

PARCEL D

PARCEL ONE:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SHELLMOUND STREET, AS SAID LINE OF SHELLMOUND STREET IS DESCRIBED IN THE DEED FROM THE SHERWIN-WILLIAMS CO. OF CALIFORNIA, A CORPORATION, TO THE TOWN OF EMERYVILLE, BY DEED DATED FEBRUARY 5, 1940, AND RECORDED NOVEMBER 5, 1940, IN BOOK 4007 OF OFFICIAL RECORDS, PAGE 19, ALAMEDA COUNTY RECORDS; AND DISTANT ON SAID EASTERLY LINE OF SHELLMOUND STREET, SOUTH 4° 30' EAST, 476.916 FEET FROM THE INTERSECTION THEREOF WITH THE SOUTHERLY LINE OF PLOT 41, ACCORDING TO KELLARSBERGER'S SURVEY; RUNNING THENCE NORTH 85° 30' EAST, 387.20 FEET TO THE WESTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND CONTAINING 4.23 ACRES, MORE OR LESS, CONVEYED BY E. WILCO TO NORTHERN RAILWAY COMPANY, BY DEED DATED MARCH 22, 1873, AND RECORDED SEPTEMBER 15, 1873, IN BOOK 93 OF DEEDS, PAGE 450, ALAMEDA COUNTY RECORDS; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID 4.23 ACRE TRACT, ON AN ARC CURVING TO THE RIGHT, WITH A RADIUS OF 14,273.6 FEET, THE LONG CHORD OF WHICH ARC BEARS SOUTH 7° 15' 55" EAST, 43.13 FEET TO THE WESTERN LINE OF THAT PARCEL OF LAND DESCRIBED IN THE DEED FROM THE SHERWIN WILLIAMS COMPANY, A CORPORATION, TO SOUTHERN PACIFIC COMPANY, A CORPORATION, DATED JANUARY 31, 1925, RECORDED DECEMBER 29, 1925, IN BOOK 1209 OF OFFICIAL RECORDS, AT PAGE 145, ALAMEDA COUNTY RECORDS; THENCE ALONG THE SAID WESTERN LINE, SOUTH 1° 48' 50" WEST, 65.78 FEET TO THE SOUTHERN LINE OF THE LAND DESCRIBED IN THE DEED FROM THE MEE ESTATE, A CORPORATION, TO THE SHERWIN-WILLIAMS CO. OF CALIFORNIA, A CORPORATION, DATED JULY 27, 1920, RECORDED AUGUST 30, 1920, IN BOOK 2997 OF DEEDS, AT PAGE 1, ALAMEDA COUNTY RECORDS; THENCE ALONG THE LAST NAMED LINE, SOUTH 87° 55' 30" WEST, 382.39 FEET TO THE SAID EASTERLY LINE OF SHELLMOUND STREET; THENCE ALONG THE LAST NAMED LINE, NORTH 4° 30' WEST, 92.16 FEET TO THE POINT OF BEGINNING.

DESCRIPTION

EXHIBIT A

PARCEL TWO:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SHELLMOUND STREET, AS SAID LINE IS DESCRIBED IN THE DEED FROM SHERWIN-WILLIAMS CO. OF CALIFORNIA, A CORPORATION, TO THE TOWN OF EMERYVILLE, FILED NOVEMBER 6, 1940, IN BOOK 4007 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 39, SAID POINT OF BEGINNING BEING DISTANT ALONG SAID EASTERLY LINE OF SHELLMOUND STREET, SOUTH 4° 30' EAST, 476.92 FEET FROM THE INTERSECTION THEREOF WITH THE SOUTHERLY LINE OF PLOT 41, ACCORDING TO KELLERSBERGER'S SURVEY; THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID EASTERLY LINE OF SHELLMOUND STREET, ALONG THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONTAINING 38,937 SQUARE FEET, MORE OR LESS, CONVEYED BY THE SHERWIN-WILLIAMS CO. OF ALAMEDA, A CORPORATION, TO C. K. WILLIAMS & CO., A CORPORATION, BY DEED RECORDED MARCH 21, 1960, ON REEL 50, IMAGE 55 (AR/32415), ALAMEDA COUNTY RECORDS, NORTH 45° 30' EAST, 387.20 FEET TO THE WESTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND CONTAINING 4.23 ACRES, MORE OR LESS, CONVEYED BY E. WIARD TO NORTHERN RAILWAY COMPANY, BY DEED RECORDED SEPTEMBER 15, 1873, IN BOOK 93 OF DEEDS, PAGE 468, ALAMEDA COUNTY RECORDS; THENCE NORTHERLY ALONG SAID WESTERLY BOUNDARY LINE, FROM A TANGENT BEARING NORTH 7° 21' 07" WEST, ON THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 14,273.60 FEET, SUBTENDING A CENTRAL ANGLE OF 1° 03' 31", AN ARC DISTANCE OF 263.72 FEET; THENCE LEAVING SAID LINE, SOUTH 85° 30' WEST, 371.64 FEET TO A POINT IN THE EASTERLY LINE OF AFORESAID SHELLMOUND STREET; AND THENCE ALONG THE LAST NAMED LINE, SOUTH 4° 30' EAST, 263.25 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

AN EASEMENT FOR SPUR TRACK PURPOSES, APPURTENANT TO PARCEL 2, HEREINAFOVE DESCRIBED, ACROSS A STRIP OF LAND 17.00 FEET IN WIDTH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONTAINING 38,937 SQUARE FEET, MORE OR LESS, CONVEYED BY THE SHERWIN-WILLIAMS CO. OF CALIFORNIA, A CORPORATION, TO C. K. WILLIAMS & CO., A CORPORATION, BY DEED RECORDED MARCH 21, 1960, ON REEL 50, IMAGE 55 (AR/32415), ALAMEDA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, ALONG THE EASTERLY LINE OF SAID PARCEL SOUTHERLY, FROM A TANGENT BEARING SOUTH 7° 21' 07" EAST, ON THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 14,273.60 FEET, SUBTENDING A CENTRAL ANGLE OF 0° 10' 23.2", AN ARC DISTANCE OF 43.13 FEET; THENCE SOUTH 1° 48' 50" WEST, 17.07 FEET; THENCE LEAVING SAID LINE, NORTH 86° 11' 10" WEST, 17.00 FEET TO A LINE PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL, AND DISTANT AT RIGHT ANGLES 17.00 FEET THEREOF; THENCE ALONG THE LAST NAMED LINE, NORTH 1° 45' 50" EAST, 15.72 FEET; THENCE FROM A TANGENT BEARING NORTH 7° 11' 03" WEST, ON THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 14,256.60 FEET, SUBTENDING A CENTRAL ANGLE OF 0° 10' 16", AN ARC DISTANCE OF 42.58 FEET TO THE NORTHERLY LINE OF AFORESAID PARCEL; AND THENCE ALONG THE LAST NAMED LINE, NORTH 65° 30' EAST, 17.63 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE PARCEL OF LAND CONTAINING 38,937 SQUARE FEET, MORE OR LESS, CONVEYED BY THE SHERWIN-WILLIAMS CO. OF CALIFORNIA, A CORPORATION, TO C. K. WILLIAMS & CO., A CORPORATION, BY DEED RECORDED MARCH 21, 1960, ON REEL 50, IMAGE 55 (AR/32415), ALAMEDA COUNTY RECORDS, WITH THE EASTERLY LINE OF SHELLMOUND STREET, AS SAID LINE IS DESCRIBED IN THE DEED FROM THE SHERWIN-WILLIAMS CO. OF CALIFORNIA, A CORPORATION, TO THE

DESCRIPTION

EXHIBIT A

TOWN OF EMERYVILLE, FILED NOVEMBER 6, 1940, IN BOOK 4007 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 39; THENCE ALONG THE LAST NAMED LINE, NORTH 4° 30' WEST, 263.25 FEET; THENCE SOUTH 85° 30' WEST, 30 FEET, MORE OR LESS, TO THE WESTERN LINE OF PLOT 7, AS SAID PLOT IS SHOWN ON "MAP OF THE RANCHOS OF VINCENTE & DOMINGO BERALTA", FILED JANUARY 21, 1857, IN BOOK 17 OF MAPS, PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; THENCE ALONG THE LAST NAMED LINE, SOUTH 4° 32' EAST, 263 FEET, MORE OR LESS, TO THE DIRECT PRODUCTION WESTERLY OF SAID FIRST MENTIONED LINE; AND THENCE ALONG SAID LINE SO PRODUCED, NORTH 85° 30' EAST, 30 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL FIVE:

BEGINNING AT THE INTERSECTION OF THE EASTERN LINE OF SHELLMOUND STREET, AS SAID STREET NOW EXISTS 60 FEET WIDE, SINCE MARCH 27, 1940, WITH THE SOUTHERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED BY THE MEE ESTATE TO THE SHERWIN WILLIAMS CO., A CORPORATION, DATED JULY 27, 1920, AND RECORDED IN BOOK 2997 OF DEEDS, PAGE 1, ALAMEDA COUNTY RECORDS; RUNNING THENCE ALONG SAID LINE OF SHELLMOUND STREET, SOUTH 4° 15' 15" EAST, 1055.62 FEET TO THE SOUTHERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED BY SOUTHERN PACIFIC COMPANY TO C. K. WILLIAMS & CO. OF CALIFORNIA, LTD., DATED OCTOBER 3, 1941, RECORDED OCTOBER 11, 1941, IN BOOK 4144 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 86, UNDER RECORDER'S SERIES NO. 00-56151; THENCE ALONG THE LAST NAMED LINE, NORTH 87° 02' 45" EAST, 400 FEET, MORE OR LESS, TO THE WESTERN LINE OF THE RIGHT OF WAY, 100 FEET WIDE, OF THE SOUTHERN PACIFIC RAILROAD COMPANY THENCE ALONG THE LAST NAMED LINE NORTHERLY, ON A CURVE TO THE LEFT WITH A RADIUS OF 14,273.77 FEET, A DISTANCE OF 1048.34 FEET TO THE SOUTHERN LINE OF SAID LAND DESCRIBED IN SAID FIRST ABOVE MENTIONED DEED; THENCE ALONG THE LAST NAMED LINE, SOUTH 83° 01' 15" WEST, 392.57 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NOS. 049-1038-001-01 (AFFECTS PARCEL ONE)
049-1038-001-04 (AFFECTS PARCELS TWO AND FOUR)
049-1038-002 (AFFECTS PARCEL FIVE)

PARCEL E

PARCEL 3 OF PARCEL MAP 7379, FILED JULY 8, 1999, IN BOOK 244 OF PARCEL MAPS, AT PAGES 91 AND 92, SERIES NO. 99-250565, ALAMEDA COUNTY RECORDS.

ASSESSOR'S PARCEL NOS. 049-1516-006-02
049-1516-007-02

PARCEL F

BEGINNING AT THE SOUTHEASTERLY CORNER OF PARCEL 3 OF PARCEL MAP 7379, RECORDED IN BOOK 244, PAGES 91 - 92 OF ALAMEDA COUNTY RECORDS;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 3 AND THE WESTERLY RIGHT-OF-WAY LINE OF "OLD SHELLMOUND STREET", NORTH 03° 07' 14" WEST, 744.03 FEET TO THE NORTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY LINE OF TEMESCAL CREEK;

THENCE ALONG SAID NORTHERLY LINE, NORTH 78° 04' 26" EAST, 13.16 FEET AND CONTINUING ON SAID WESTERLY LINE OF "OLD SHELLMOUND STREET";

THENCE ALONG SAID WESTERLY LINE, NORTH 03° 07' 14" WEST, 40.23 FEET TO THE NORTHERLY LINE OF TEMESCAL CREEK;

DESCRIPTION

EXHIBIT A

THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF "OLD SHELLMOUND STREET" ALONG THE NORTHERLY LINE OF TEMESCAL CREEK, SOUTH 72° 54' 07" WEST, 43.95 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF "NEW" SHELLMOUND STREET;

THENCE ALONG SAID EASTERLY LINE, THE FOLLOWING TWO (2) COURSES:

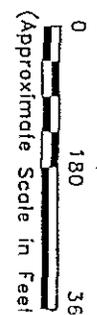
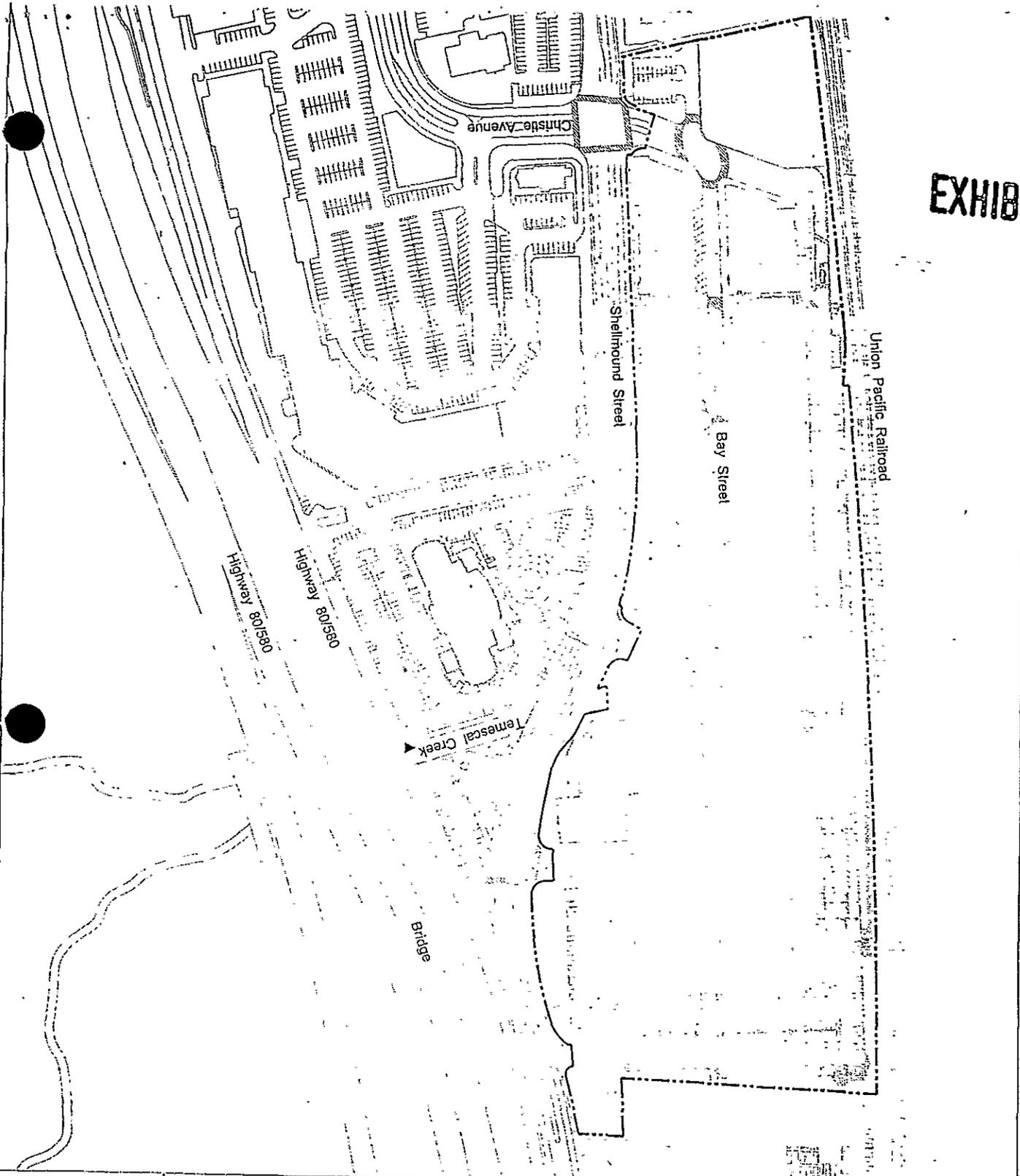
1. NORTH 26° 52' 10" EAST, 43.99 FEET;
2. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 667.13 FEET, THROUGH A CENTRAL ANGLE OF 19° 34' 01", AN ARC LENGTH OF 234.66 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SHELLMOUND STREET;

THENCE ALONG SAID EASTERLY LINE, SOUTH 03° 07' 14" EAST, 939.40 FEET TO A POINT ON THE NORTHERLY LINE OF A PARCEL OF LAND CONVEYED TO BARBARY COAST STEEL CORPORATION, BY DEED RECORDED IN SERIES NO. 87-289741, ALAMEDA COUNTY RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID BARBARY COAST STEEL CORPORATION PARCEL, THE FOLLOWING THREE (3) COURSES:

1. NORTH 87° 45' 58" WEST, 60.26 FEET;
2. SOUTH 03° 07' 15" EAST, 101.10 FEET; AND
3. NORTH 68° 48' 34" WEST, 10.84 FEET TO THE POINT OF BEGINNING.

EXHIBIT B



LEGEND

— South Boyfront Project Area

Note:

1. All locations are approximate.
2. Basemap and potential development Mark Thomas & Co., Inc., 1999.

Eler & Kalinowski, I

Potential South Boyfront Project Area Development Scenario
 Environmental Risk Management
 South Boyfront Project
 Emeryville
 April
 EKI 970C
 Figure