

APPENDIX G

Institutional Controls Assessment Review

United Heckathorn Superfund Site 5-Year Review

Institutional Controls Evaluation

PREPARED FOR: Lynn Suer
United States Environmental Protection Agency (USEPA), Region IX

PREPARED BY: CH2M HILL

DATE: June 22, 2006

PROJECT NUMBER: 341517

Institutional controls are non-engineering methods by which access to contaminated environmental media is restricted. This technical memorandum summarizes the results of an evaluation of institutional controls for the United Heckathorn Superfund Site (United Heckathorn).

A Record of Decision (ROD) for United Heckathorn was signed on October 26, 1995. The remedy outlined in the ROD included a deed restriction or notice limiting the use of the Levin-Richmond Terminal, the current property owner/operator, to its industrial classification. One 5-year review has been performed since the ROD was issued in 1995. The first 5-year review, completed in September 2001, reported that institutional controls limiting use of the property to non-residential uses were put in place. In addition, the 5-year review noted that the deed notices required long-term operations and maintenance of the cap that was to be placed on the northern half of the Levin Terminal. (EPA 2001). However, review of the actual Covenant to Restrict Use of Property that was recorded on August 2, 1996 does not include any language about operations and maintenance of the cap. Although this language does not appear in the covenant, the 5-year review findings show that operations and maintenance are being adequately conducted, pursuant to the requirements and obligations placed on the settling parties by the Consent Decree with the Levin entities.

The United Heckathorn site is comprised of two discrete parcels identified by Contra Costa County Assessor's Office as parcel numbers 560-380-008 (402 Wright Avenue) and 560-380-002 (312 Cutting Blvd). The preliminary title reports for both parcels include reference to the Covenant to Restrict Use of Property recorded August 2, 1996. Copies of the covenant were obtained through a request from the Contra Costa County Recorder's Office and are provided in Attachment 1. The covenant was signed by the president of Levin Enterprises Incorporated. The covenant contains the following general provisions:

- Protective provisions to run with the land.
- All future owners of the property agree that interest in property will be subject to the restrictions.
- Incorporation of covenant into all deeds and leases.

- Notice that the Consent Decree was entered.
- State the restrictions associated with the site, including prohibiting use of the site as a hospital, school, day care, or for residential purposes.
- Provide a description that must be included on all future deeds, leases, assignments, or other transfers for the property that communicates the restrictions associated with the property to future property owners or tenants.
- Identify provisions for site access and enforcement by USEPA.

The preliminary title report for parcel number 560-380-008 refers to the terms and provisions and the effect of the disclosures contained in the covenant. The preliminary title report for parcel number 560-380-002 only contains language about the terms and provisions of the covenant and makes no reference to the effect of disclosures. The preliminary title reports are provided in Attachments 2 and 3, respectively.

Deficiencies and Recommendations

There are no known deficiencies related to the institutional controls set forth in the ROD for United Heckathorn. The institutional controls remain protective of human health and the environment. Should EPA ever receive notice under the Consent Decree that the Levin entities are planning to sell the parcels, EPA should, in an abundance of caution, evaluate whether the Covenant to Restrict Use of Property would be sufficient following the transfer of the two parcels to a new owner.

References

United States Environmental Protection Agency (USEPA) 2001. *First Five-Year Review Report for United Heckathorn Superfund Site*. September 28, 2001.

Attachment 1
July 24, 1996 Covenant to Restrict Use
Amendment

Recording Requested By:
Keith Howard, Cooper White & Cooper
1333 North California Blvd., Suite 450
Walnut Creek, CA 94596

96 145362

15

When Recorded, Mail To:
Keith Howard, Cooper White & Cooper
1333 North California Blvd., Suite 450
Walnut Creek, CA 94596

RECORDED AT REQUEST OF

Attorney

AUG 2 1996

AUG 2 1996

AT 3 O'CLOCK P. M.

CONTRA COSTA COUNTY RECORDS

STEPHEN L. WALK

COUNTY RECORDER

FEE:

4900
pd

COVENANT

TO RESTRICT USE OF PROPERTY

Levin Enterprises, Inc. - Richmond Site

This Covenant and Agreement ("Covenant") is made on the 24th day of July 1996, by Levin Enterprises, Inc. ("Covenantor"), who is the owner of record of certain Property situated in the City of Richmond, County of Contra Costa, State of California, described in Exhibit "B" attached hereto and incorporated herein by this reference ("the Property"), with reference to the following facts:

- A. The Property contains hazardous substances;
- B. Portions of the Property have been designated by the United States Environmental Protection Agency as a Superfund site on the National Priorities' List. Potentially responsible parties at the site have been identified by the Environmental Protection Agency, and such parties have entered into a series of four Consent Decrees with the United States providing for the

remediation of the Site in accordance with the United States Environmental Protection Agency's Record of Decision executed on October 26, 1994 (ROD).

Covenantor has entered into such a Consent Decree with the United States in an action entitled United States of America, Plaintiff vs. Montrose Chemical Corporation of California, et al., Defendants, No. C 96-2103 MEJ Consolidated with C 84 6273 CW (Consent Decree) in the United States District Court, Northern District of California,. (Hereinafter referred to as Covenantor Consent Decree).

B.1. Contamination of the Property. Portions of the soil on the Property and adjoining underwater sediments have become contaminated with hazardous substances, including Dichlorodiphenylchloroethane (DDT), Dichlorodiphenyl-dechloroethylene (DDE), and Dieldrin. Remedial activities that have occurred at the Property and that will occur pursuant to the above-referenced Consent Decrees are designed to eliminate any significant risk to human health and/or the environment from the above-referenced contaminants.

B.2. Surrounding Land use and Population Potentially Affected. Land use in the immediate vicinity of the Property is industrial. The nearest residential area is approximately one quarter of a mile to the Northeast of the Property.

- C. Covenantor desires and intends that in order to protect the present or future public health and safety, the Property shall be used in such a manner as to avoid potential harm to persons or Property which may result from hazardous substances which have been deposited on portions of the Property.

ARTICLE I

GENERAL PROVISIONS

- 1.01 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 all of the Restrictions shall run with the land, and pass with each and every portion of the Property, and shall apply to, inure to the benefit of and bind the respective successors in interest thereof. Each and all of the Restrictions are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property. Each and all of the restrictions are for the benefit of and enforceable by the United States Environmental Protection Agency.
- 1.02 Concurrence of Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to

be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of future Owners and Occupants and that their interest in the Property shall be subject to the Restrictions contained herein.

1.03 Notice of Entry of Consent Decree On July 19, 1996 the Covenantor Consent Decree was entered in the United States District Court, Northern District of California. A copy of the Covenantor Consent Decree is available for inspection at the Property subject to this Covenant.

1.04 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein and in the Covenantor Consent Decree shall be incorporated by reference in each and all deeds and leases of any portion of the Property.

ARTICLE II

DEVELOPMENT, USE AND CONVEYANCE OF THE PROPERTY

2.01 Restrictions on Development and Use. Covenantor promises to restrict the use of that portion of the Property as described in Exhibit B as follows:

- a. Development of the Property shall be restricted to commercial or industrial use.
- b. No residence for human habitation shall be permitted on the Property.
- c. No hospitals shall be permitted on the Property.
- d. No schools for persons under 18 years of age shall be permitted on the Property.

- e. No day care centers for children shall be permitted on the Property.
- 2.02 Conveyance of Property. The Covenantor shall provide a thirty (30) day advance notice to the United States Environmental Agency of any lease of the entire Property or other conveyance of the Property or an interest in the Property to a third person.
- 2.03 Notice in Agreements. Covenantor shall execute a written instrument which shall accompany all purchase, lease, sublease, or rental agreements relating to the Property. The instrument shall contain the following statement:

"The land described herein contains hazardous substances and therefore is subject to a Covenant to Restrict Use of Property which has been recorded. This statement is not a declaration that a hazard exists."

ARTICLE III

ACCESS

- 3.01 Notice of Obligation to Provide Access. Beginning on June 1, 1996, the Covenantor agrees to provide access at all reasonable times to the Site and, to the extent access to the Property is controlled by Covenantor, any other Property to which access is required for the implementation of the response actions called for in the ROD. Such access shall be provided to the United States and its representatives, (including EPA and its contractors); the Supervising Contractor and its employees, agents and subcontractors, and

technical representatives of any potentially responsible party performing response actions at the Site pursuant to an EPA order or agreement. Access shall be for the purposes of conducting any activity related to the Consent Decree including, but not limited to:

- a. Monitoring the Work;
- b. Verifying any data or information submitted to the United States;
- c. Conducting investigations relating to contamination at or near the Site;
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing additional response actions at or near the Site;
- f. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents; and
- g. Assessing Covenantor's compliance with this Consent Decree, or assessing other potentially responsible parties' compliance with an EPA order or agreement.

IV.

MISCELLANEOUS

4.01 Partial Invalidity. If any portion of the Restriction or terms set forth herein is determined to be involved for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

4.02 Recordation. This instrument shall be executed by the Covenantor and shall be recorded by the Covenantor in the County

of Contra Costa within ten (10) days of the date of entry of the Covenantor Consent Decree.

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

OWNER: Levin Enterprises Inc.
By: *W. Berak*
Title: PRESIDENT
Date: July 24, 1996

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On this the 24th day of July, 1996, before me, the undersigned Notary Public, personally appeared William S. Berak, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

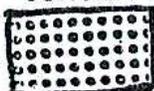
Eleanore M. Lewis
Notary's Signature

137313.1



THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF RICHMOND, DESCRIBED AS FOLLOWS:

PARCEL 1:



PORTION OF TIDE LAND LOTS 26 AND 27, SECTION 13, PORTION OF TIDE LAND LOTS 6, 7, 10 AND 11, SECTION 24, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND A PORTION OF SWAMP AND OVERFLOW LANDS IN SAID TOWNSHIP AND RANGE, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF THE 3.39 ACRE STRIP OF LAND DESCRIBED IN THE DEED TO THE CITY OF RICHMOND, RECORDED AUGUST 11, 1948, BOOK 1272, OFFICIAL RECORDS, PAGE 161, AT THE NORTHWEST CORNER OF THE 8.938 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO TIME OIL COMPANY, RECORDED JUNE 23, 1950, BOOK 1580, OFFICIAL RECORDS, PAGE 53; THENCE FROM SAID POINT OF BEGINNING ALONG THE WEST LINES OF SAID 8.938 ACRE PARCEL SOUTH 7° 22' 42" EAST, 755.15 FEET AND SOUTH 39° 35' 54" WEST, 183.99 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING SOUTH 39° 35' 54" WEST, 148.21 FEET TO THE SOUTH LINE OF THE PARCEL OF LAND FIRSTLY DESCRIBED IN THE DEED TO PARR-RICHMOND INDUSTRIAL CORPORATION, RECORDED JUNE 1, 1949, BOOK 1394, OFFICIAL RECORDS, PAGE 370; THENCE ALONG THE EXTERIOR BOUNDARY LINES OF SAID PARCEL (1394 OR 370), AS FOLLOWS:

NORTH 50° 45' 20" WEST, 837.27 FEET; NORTH 0° 08' EAST, 287.09 FEET; NORTH 41° 46' EAST, 94.75 FEET; NORTH 4° 45' EAST, 646.21 FEET; SOUTH 89° 50' 50" EAST, 75.64 FEET; NORTH 12° 47' 24" EAST, 231.34 FEET; NORTH 89° 55' EAST, 39.57 FEET; NORTH 0° 05' WEST, 309.99 FEET; NORTH 16° 00' 31" EAST, 60.11 FEET; NORTH 6° 09' 11" EAST, 121.33 FEET; NORTH 89° 55' EAST, 8.55 FEET AND NORTH 0° 08' EAST, 30.82 FEET; THENCE, LEAVING SAID EXTERIOR BOUNDARY LINE SOUTH 89° 35' EAST, 144.10 FEET; THENCE SOUTH 6° 53' EAST, 49.45 FEET; THENCE SOUTH 5° 04' WEST, 833.81 FEET; THENCE SOUTH 84° 56' EAST, 173.95 FEET TO THE WEST LINE OF SAID 3.39 ACRE PARCEL; THENCE ALONG THE WEST AND SOUTH LINES OF SAID 3.39 ACRE PARCEL, SOUTH 0° 31' WEST, 373.95 FEET AND SOUTH 89° 31' EAST, 195.48 FEET TO THE POINT OF BEGINNING.

PARCEL 2:



PORTION OF BLOCK 50 AND A PORTION OF FOURTH STREET AS SHOWN ON THE REVISED MAP OF SANTA FE, FILED AUGUST 24, 1915, IN BOOK 12 OF MAPS, PAGE 280; PORTION OF LOT 42 AS SHOWN ON THE MAP OF SAN PABLO RANCHO, FILED MARCH 1, 1894; PORTION OF TIDE LOT 27, SECTION 13 AND A PORTION OF TIDE LOT 6, SECTION 24, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS SHOWN ON MAP NO. 1 SALT MARSH AND TIDE

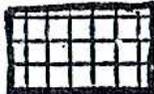
LANDS, FILED JUNE 11, 1917, IN RACK MAP NO. 9, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING ON THE MOST WESTERN LINE OF THAT CERTAIN STRIP OF LAND CONTAINING 3.39 ACRE, MORE OR LESS, DESCRIBED IN THE DEED FROM PARR-RICHMOND INDUSTRIAL CORPORATION TO CITY OF RICHMOND, RECORDED AUGUST 11, 1948, IN BOOK 1272 OF OFFICIAL RECORDS, PAGE 161, AT THE EASTERN TERMINUS OF THE LINE GIVEN AS "NORTH 84° 56' WEST, 173.95 FEET" THE BEARING OF SAID LINE BEING TAKEN AS NORTH 83° 58' 39" WEST FOR THE PURPOSE OF THIS DESCRIPTION, IN THE DEED FROM PARR-RICHMOND INDUSTRIAL CORPORATION TO PARR-RICHMOND TERMINAL COMPANY, RECORDED DECEMBER 30, 1955, IN BOOK 2681 OF OFFICIAL RECORDS, PAGE 353; THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR LINES OF SAID PARCEL (2681 OR 353) AS FOLLOWS:

NORTH 83° 58' 39" WEST, 173.95 FEET; NORTH 6° 01' 21" EAST, 833.81 FEET; NORTH 5° 55' 39" WEST, 49.45 FEET AND NORTH 88° 37' 39" WEST, 18.85 FEET; THENCE NORTH 4° 14' 09" WEST, 44.61 FEET; THENCE NORTHERLY ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 360 FEET AN ARC DISTANCE OF 51.31 FEET; THENCE NORTH 3° 55' 51" EAST, 88.52 FEET TO THE SOUTH LINE OF CUTTING BOULEVARD; THENCE SOUTH 88° 39' 09" EAST ALONG SAID SOUTH LINE 24.79 FEET TO THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM PARR-RICHMOND INDUSTRIAL CORPORATION TO SOUTHERN PACIFIC RAILROAD COMPANY, RECORDED AUGUST 7, 1953, IN BOOK 2172 OF OFFICIAL RECORDS, PAGE 514; THENCE ALONG SAID SOUTH LINE AS FOLLOWS:

SOUTH 83° 58' 13" EAST, 68.37 FEET; EASTERLY ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 291.90 FEET OF 35.37 FEET AND SOUTH 73° 32' 21" EAST, 7.49 FEET TO THE EXTENSION NORTH 1° 28' 21" EAST AT THE MOST WESTERN LINE OF SAID CITY OF RICHMOND PARCEL (1272 OR 161); THENCE SOUTH 1° 28' 21" WEST ALONG SAID EXTENSION AND ALONG SAID WESTERN LINE 1057.71 FEET TO THE POINT OF BEGINNING.

PARCEL 4:



A PORTION OF AMENDMENT TO MAP OF ELLIS LANDING, FILED OCTOBER 28, 1913, IN BOOK 11 OF MAPS, PAGE 247; AND A PORTION OF TIDE LOTS 5 AND 12, SECTION 24, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS SHOWN ON MAP NO. 1, SALT MARSH AND TIDE LANDS, FILED JUNE 11, 1917, SAID MAPS BEING FILED IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

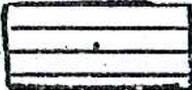
BEGINNING AT A POINT ON THE WESTERN LINE OF EIGHTH STREET AS SAID STREET IS SHOWN ON SAID AMENDMENT TO MAP OF ELLIS LANDING, SAID POINT

BEING ALSO THE SOUTHEAST CORNER OF THE 3.39 ACRE STRIP DESCRIBED IN DEED FROM PARR RICHMOND INDUSTRIAL CORPORATION TO THE CITY OF RICHMOND FOR STREET PURPOSES, (SAID PORTION OF SAID STRIP BEING COMMONLY CALLED WRIGHT AVENUE), RECORDED AUGUST 11, 1948, IN BOOK 1272 OF OFFICIAL RECORDS, PAGE 161; THENCE SOUTH 1° 26' 21" WEST ALONG THE WESTERN LINE OF SAID EIGHTH STREET AND ITS SOUTHERLY PROJECTION 1229.02 FEET TO THE SOUTHERLY LINE OF DOCK AVENUE AS SAID DOCK AVENUE IS SHOWN ON SAID AMENDMENT TO MAP OF ELLIS LANDING; THENCE SOUTH 62° 53' 39" EAST ALONG SAID SOUTHERLY LINE OF DOCK AVENUE, 15.76 FEET TO THE NORTHERN CORNER OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM ELLIS LANDING AND DOCK CO., A CORPORATION, TO THE CITY OF RICHMOND, DATED FEBRUARY 10, 1926, RECORDED APRIL 22, 1926, IN BOOK 29 OF OFFICIAL RECORDS, PAGE 283; THENCE SOUTH 4° 19' 34" EAST ALONG THE WEST LINE OF SAID LAST MENTIONED PARCEL AND ALONG THE WEST LINE OF PARCEL TWO DESCRIBED IN SAID DEED (29 OR 283), 120.30 FEET TO THE NORTHERLY U.S. PIERHEAD AND BULKHEAD LINE OF SAID RICHMOND INNER HARBOR; THENCE NORTH 71° 04' 25" WEST ALONG SAID NORTHERLY LINE 467.06 FEET TO THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN DEED FROM PARR RICHMOND INDUSTRIAL CORPORATION TO TIME OIL CO., DATED JUNE 9, 1950 AND RECORDED JUNE 23, 1950, IN BOOK 1580 OF OFFICIAL RECORDS, PAGE 553; THENCE NORTH 2° 38' 09" WEST ALONG SAID SOUTHERLY EXTENSION AND SAID EASTERLY LINE, 1218.26 FEET TO THE SOUTHERLY LINE OF THE SAID 3.39 ACRE STRIP (1272 OR 161); THENCE SOUTH 88° 33' 39" EAST ALONG SAID SOUTHERLY LINE, 505.76 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

THE PARCEL OF LAND DESCRIBED IN THE DEED TO TIME OIL CO., RECORDED NOVEMBER 23, 1966, BOOK 5250, OFFICIAL RECORDS, PAGE 411.

PARCEL 6:

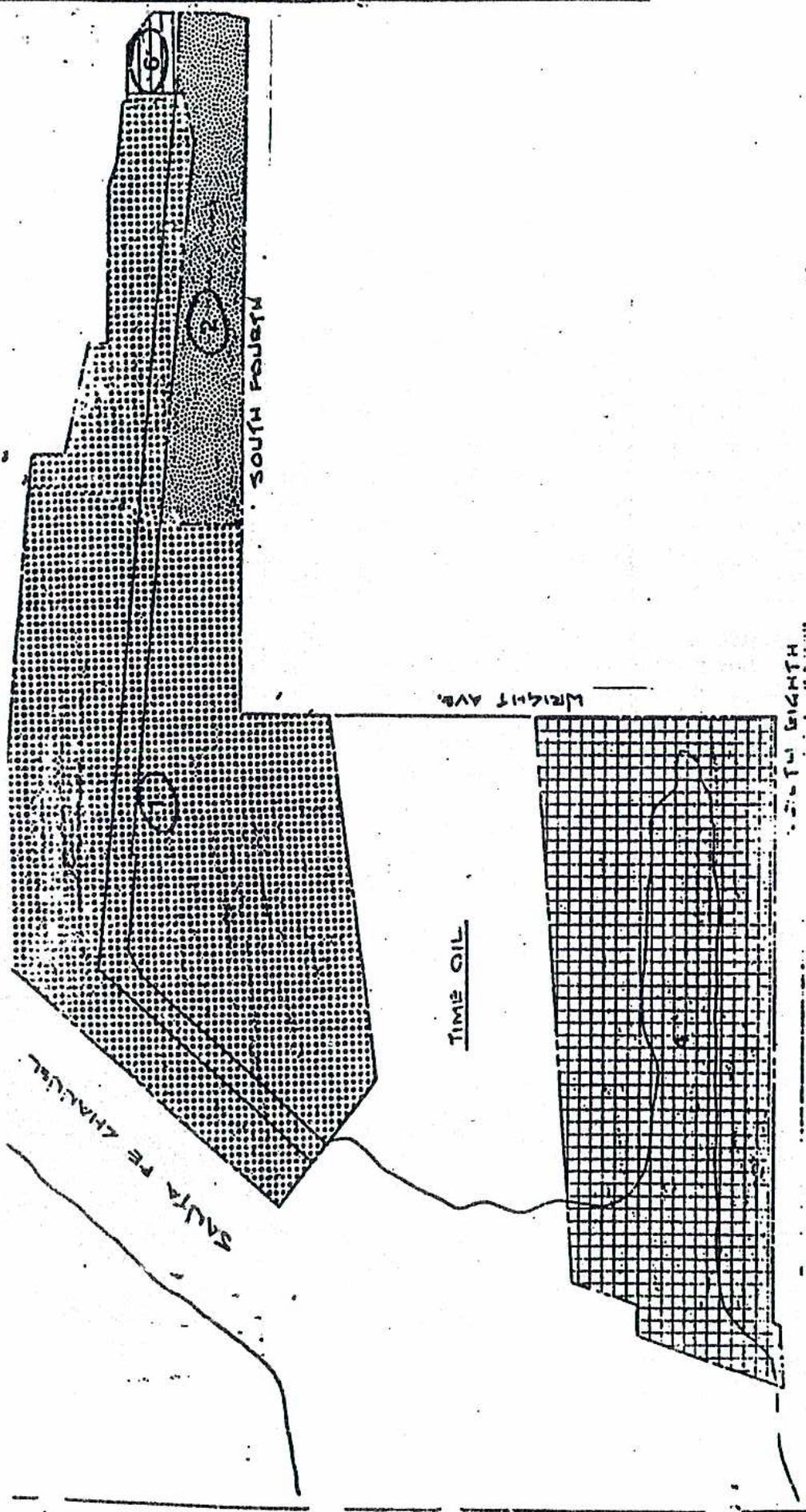


BEGINNING AT THE NORTHWESTERN CORNER OF THE LAND DESIGNATED AS PARCEL 2 IN THE QUIT CLAIM DEED TO PARR-RICHMOND INDUSTRIAL CORPORATION, RECORDED JUNE 1, 1949 IN BOOK 1394 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 370; RUNNING THENCE ALONG THE NORTHERN LINE OF SAID LAND, BEING THE SOUTHERN LINE OF CUTTING BOULEVARD, EASTERLY, 88.61 FEET TO THE EASTERN LINE OF THE LAND SECONDLY DESCRIBED IN THE DEED TO PARR-RICHMOND TERMINAL CORPORATION, RECORDED DECEMBER 30, 1953, IN BOOK 2681 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 353; THENCE ALONG THE LAST NAMED LINE SOUTH 1° 56' WEST, SAID BEARINGS USED FOR THE PURPOSE OF THIS DESCRIPTION, 139.51 FEET AND SOUTH 6° 53' WEST 38.59 FEET TO THE NORTHERN LINE OF THE LAND FIRSTLY DESCRIBED IN SAID LAST MENTIONED DEED; THENCE ALONG THE LAST NAMED LINE NORTH 89° 34' WEST 144.10 FEET TO THE WESTERN LINE OF SAID LAND FIRST MENTIONED 1394 OR 370; AND THENCE ALONG THE LAST NAMED LINE NORTH 83 FEET AND NORTH 39° 53' EAST 84.13 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

THAT PORTION THEREOF LYING WITHIN THE LINES OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED TO PARR-RICHMOND TERMINAL COMPANY, RECORDED OCTOBER 4, 1951, BOOK 3966, OFFICIAL RECORDS, PAGE 474.

EXHIBIT B1 (



SCALE 1" = 20'	DATE 11-2-22
DESIGNER	LIST. NO.
DRAWN BY	NO. OF SHEETS
CHECKED	
APPROVED	
LEVIN RICHMOND TERMINAL CORP.	
T. H. HARRIS	
BARCEL MAE	

DESIGNER
DRAFTER
CHECKER
APPROVER

700617
PAGE 12

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF RICHMOND, DESCRIBED AS FOLLOWS:

PARCEL 1:



PORTION OF TIDE LAND LOTS 26 AND 27, SECTION 13, PORTION OF TIDE LAND LOTS 6, 7, 10 AND 11, SECTION 24, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND A PORTION OF SWAMP AND OVERFLOW LANDS IN SAID TOWNSHIP AND RANGE, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF THE 3.39 ACRE STRIP OF LAND DESCRIBED IN THE DEED TO THE CITY OF RICHMOND, RECORDED AUGUST 11, 1948, BOOK 1272, OFFICIAL RECORDS, PAGE 161, AT THE NORTHWEST CORNER OF THE 8.938 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO TIME OIL COMPANY, RECORDED JUNE 23, 1950, BOOK 1580, OFFICIAL RECORDS, PAGE 53; THENCE FROM SAID POINT OF BEGINNING ALONG THE WEST LINES OF SAID 8.938 ACRE PARCEL SOUTH $7^{\circ} 22' 42''$ EAST, 755.15 FEET AND SOUTH $39^{\circ} 35' 54''$ WEST, 183.99 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING SOUTH $39^{\circ} 35' 54''$ WEST, 148.21 FEET TO THE SOUTH LINE OF THE PARCEL OF LAND FIRSTLY DESCRIBED IN THE DEED TO PARR-RICHMOND INDUSTRIAL CORPORATION, RECORDED JUNE 1, 1949, BOOK 1394, OFFICIAL RECORDS, PAGE 370; THENCE ALONG THE EXTERIOR BOUNDARY LINES OF SAID PARCEL (1394 OR 370), AS FOLLOWS:

NORTH $50^{\circ} 45' 20''$ WEST, 837.27 FEET; NORTH $0^{\circ} 08'$ EAST, 287.09 FEET; NORTH $41^{\circ} 46'$ EAST, 94.75 FEET; NORTH $4^{\circ} 45'$ EAST, 646.21 FEET; SOUTH $89^{\circ} 50' 50''$ EAST, 75.64 FEET; NORTH $12^{\circ} 47' 24''$ EAST, 231.34 FEET; NORTH $89^{\circ} 55'$ EAST, 39.57 FEET; NORTH $0^{\circ} 05'$ WEST, 309.99 FEET; NORTH $16^{\circ} 00' 31''$ EAST, 60.11 FEET; NORTH $6^{\circ} 09' 11''$ EAST, 121.33 FEET; NORTH $89^{\circ} 55'$ EAST, 8.55 FEET AND NORTH $0^{\circ} 08'$ EAST, 30.82 FEET; THENCE LEAVING SAID EXTERIOR BOUNDARY LINE SOUTH $89^{\circ} 35'$ EAST, 144.10 FEET; THENCE SOUTH $6^{\circ} 53'$ EAST, 49.45 FEET; THENCE SOUTH $5^{\circ} 04'$ WEST, 833.81 FEET; THENCE SOUTH $84^{\circ} 56'$ EAST, 173.95 FEET TO THE WEST LINE OF SAID 3.39 ACRE PARCEL; THENCE ALONG THE WEST AND SOUTH LINES OF SAID 3.39 ACRE PARCEL, SOUTH $0^{\circ} 31'$ WEST, 373.95 FEET AND SOUTH $89^{\circ} 31'$ EAST, 195.48 FEET TO THE POINT OF BEGINNING.

PARCEL 2:



PORTION OF BLOCK 50 AND A PORTION OF FOURTH STREET AS SHOWN ON THE REVISED MAP OF SANTA FE, FILED AUGUST 24, 1915, IN BOOK 12 OF MAPS, PAGE 280; PORTION OF LOT 42 AS SHOWN ON THE MAP OF SAN PABLO RANCHO, FILED MARCH 1, 1894; PORTION OF TIDE LOT 27, SECTION 13 AND A PORTION OF TIDE LOT 6, SECTION 24, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS SHOWN ON MAP NO. 1 SALT MARSH AND TIDE

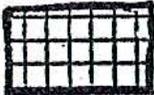
LANDS; FILED JUNE 11, 1917, IN RACK MAP NO. 9, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING ON THE MOST WESTERN LINE OF THAT CERTAIN STRIP OF LAND CONTAINING 3.39 ACRE, MORE OR LESS, DESCRIBED IN THE DEED FROM PARR-RICHMOND INDUSTRIAL CORPORATION TO CITY OF RICHMOND, RECORDED AUGUST 11, 1948, IN BOOK 1272 OF OFFICIAL RECORDS, PAGE 161, AT THE EASTERN TERMINUS OF THE LINE GIVEN AS "NORTH 84° 56' WEST, 173.95 FEET" THE BEARING OF SAID LINE BEING TAKEN AS NORTH 83° 58' 39" WEST FOR THE PURPOSE OF THIS DESCRIPTION, IN THE DEED FROM PARR-RICHMOND INDUSTRIAL CORPORATION TO PARR-RICHMOND TERMINAL COMPANY, RECORDED DECEMBER 30, 1955, IN BOOK 2681 OF OFFICIAL RECORDS, PAGE 353; THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR LINES OF SAID PARCEL (2681 OR 353) AS FOLLOWS:

NORTH 83° 58' 39" WEST, 173.95 FEET; NORTH 6° 01' 21" EAST, 833.81 FEET; NORTH 5° 55' 39" WEST, 49.45 FEET AND NORTH 88° 37' 39" WEST, 18.85 FEET; THENCE NORTH 4° 14' 09" WEST, 44.61 FEET; THENCE NORTHERLY ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 360 FEET AN ARC DISTANCE OF 51.31 FEET; THENCE NORTH 3° 55' 51" EAST, 88.52 FEET TO THE SOUTH LINE OF CUTTING BOULEVARD; THENCE SOUTH 88° 39' 09" EAST ALONG SAID SOUTH LINE 24.79 FEET TO THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM PARR-RICHMOND INDUSTRIAL CORPORATION TO SOUTHERN PACIFIC RAILROAD COMPANY, RECORDED AUGUST 7, 1953, IN BOOK 2172 OF OFFICIAL RECORDS, PAGE 514; THENCE ALONG SAID SOUTH LINE AS FOLLOWS:

SOUTH 83° 58' 13" EAST, 68.37 FEET; EASTERLY ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 291.90 FEET OF 35.37 FEET AND SOUTH 73° 32' 21" EAST, 7.49 FEET TO THE EXTENSION NORTH 1° 28' 21" EAST AT THE MOST WESTERN LINE OF SAID CITY OF RICHMOND PARCEL (1272 OR 161); THENCE SOUTH 1° 28' 21" WEST ALONG SAID EXTENSION AND ALONG SAID WESTERN LINE 1057.71 FEET TO THE POINT OF BEGINNING.

PARCEL 4:



A PORTION OF AMENDMENT TO MAP OF ELLIS LANDING, FILED OCTOBER 28, 1913, IN BOOK 11 OF MAPS, PAGE 247; AND A PORTION OF TIDE LOTS 5 AND 12, SECTION 24, TOWNSHIP 1 NORTH, RANGE 5 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS SHOWN ON MAP NO. 1, SALT MARSH AND TIDE LANDS, FILED JUNE 11, 1917, SAID MAPS BEING FILED IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

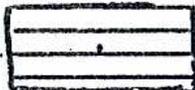
BEGINNING AT A POINT ON THE WESTERN LINE OF EIGHTH STREET AS SAID STREET IS SHOWN ON SAID AMENDMENT TO MAP OF ELLIS LANDING, SAID POINT

BEING ALSO THE SOUTHEAST CORNER OF THE 3.39 ACRE STRIP DESCRIBED IN DEED FROM PARR RICHMOND INDUSTRIAL CORPORATION TO THE CITY OF RICHMOND FOR STREET PURPOSES, (SAID PORTION OF SAID STRIP BEING - COMMONLY CALLED WRIGHT AVENUE), RECORDED AUGUST 11, 1948, IN BOOK 1272 OF OFFICIAL RECORDS, PAGE 161; THENCE SOUTH 1° 26' 21" WEST ALONG THE WESTERN LINE OF SAID EIGHTH STREET AND ITS SOUTHERLY PROJECTION 1229.02 FEET TO THE SOUTHERLY LINE OF DOCK AVENUE AS SAID DOCK AVENUE IS SHOWN ON SAID AMENDMENT TO MAP OF ELLIS LANDING; THENCE SOUTH 62° 53' 39" EAST ALONG SAID SOUTHERLY LINE OF DOCK AVENUE, 15.76 FEET TO THE NORTHERN CORNER OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM ELLIS LANDING AND DOCK CO., A CORPORATION, TO THE CITY OF RICHMOND, DATED FEBRUARY 10, 1926, RECORDED APRIL 22, 1926, IN BOOK 29 OF OFFICIAL RECORDS, PAGE 283; THENCE SOUTH 4° 19' 34" EAST ALONG THE WEST LINE OF SAID LAST MENTIONED PARCEL AND ALONG THE WEST LINE OF PARCEL TWO DESCRIBED IN SAID DEED (29 OR 283), 120.30 FEET TO THE NORTHERLY U.S. PIERHEAD AND BULKHEAD LINE OF SAID RICHMOND INNER HARBOR; THENCE NORTH 71° 04' 25" WEST ALONG SAID NORTHERLY LINE 467.06 FEET TO THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN DEED FROM PARR RICHMOND INDUSTRIAL CORPORATION TO TIME OIL CO., DATED JUNE 9, 1950 AND RECORDED JUNE 23, 1950, IN BOOK 1580 OF OFFICIAL RECORDS, PAGE 553; THENCE NORTH 2° 38' 09" WEST ALONG SAID SOUTHERLY EXTENSION AND SAID EASTERLY LINE, 1218.26 FEET TO THE SOUTHERLY LINE OF THE SAID 3.39 ACRE STRIP (1272 OR 161); THENCE SOUTH 88° 33' 39" EAST ALONG SAID SOUTHERLY LINE, 505.76 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

THE PARCEL OF LAND DESCRIBED IN THE DEED TO TIME OIL CO., RECORDED NOVEMBER 23, 1966, BOOK 5250, OFFICIAL RECORDS, PAGE 411.

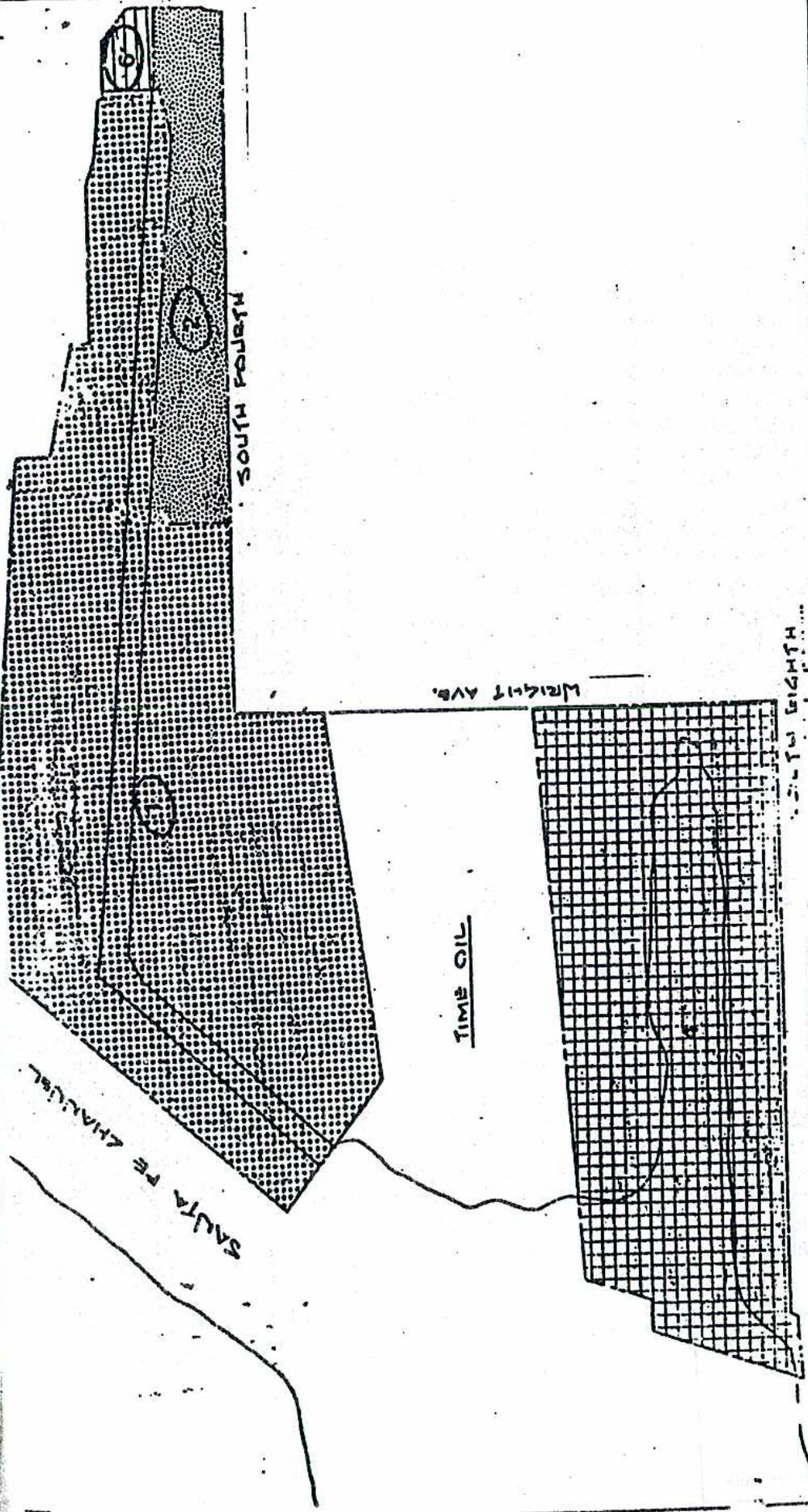
PARCEL 6:



BEGINNING AT THE NORTHWESTERN CORNER OF THE LAND DESIGNATED AS PARCEL 2 IN THE QUIT CLAIM DEED TO PARR-RICHMOND INDUSTRIAL CORPORATION, RECORDED JUNE 1, 1949 IN BOOK 1394 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 370; RUNNING THENCE ALONG THE NORTHERN LINE OF SAID LAND, BEING THE SOUTHERN LINE OF CUTTING BOULEVARD, EASTERLY, 88.61 FEET TO THE EASTERN LINE OF THE LAND SECONDLY DESCRIBED IN THE DEED TO PARR-RICHMOND TERMINAL CORPORATION, RECORDED DECEMBER 30, 1953, IN BOOK 2681 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, PAGE 353; THENCE ALONG THE LAST NAMED LINE SOUTH 1° 56' WEST, SAID BEARINGS USED FOR THE PURPOSE OF THIS DESCRIPTION, 139.51 FEET AND SOUTH 6° 53' WEST 38.59 FEET TO THE NORTHERN LINE OF THE LAND FIRSTLY DESCRIBED IN SAID LAST MENTIONED DEED; THENCE ALONG THE LAST NAMED LINE NORTH 89° 34' WEST 144.10 FEET TO THE WESTERN LINE OF SAID LAND FIRST MENTIONED 1394 OR 370; AND THENCE ALONG THE LAST NAMED LINE NORTH 83 FEET AND NORTH 39° 53' EAST 84.13 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

THAT PORTION THEREOF LYING WITHIN THE LINES OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED TO PARR-RICHMOND TERMINAL COMPANY, RECORDED OCTOBER 4, 1951, BOOK 3966. OFFICIAL RECORDS. PAGE 474.



SCALE 1" = 20'
 DATE 11-2-52
 LIT. NO. 96-145362
 DRAWN BY [illegible]

DAVID L. MAE

LEVIN RICHMOND
 TERMINAL CORP.
 THUNDERBOLT

[Empty rectangular box]

[Empty rectangular box]

DESIGNER [illegible]
 DRAWN BY [illegible]
 CHECKED [illegible]

96 145362

) EXHIBIT B1

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