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AGENDA ITEM NO._____ June 24, 2014

June 10, 2014

Honorable Board of Supervisors
County Administration Building
Oakland, California 94612

Dear Board Members:

SUBJECT: ADOPT A RESOLUTION THAT APPROVES THE MITIGATED NEGATIVE DECLARATION IN CONNECTION WITH THE CASTRO VALLEY SHARED PARKING LOT AND DAUGHTREY BUILDING RE-USE PROJECT AND APPROVE THE DEVELOPMENT AND DISPOSITION AGREEMENT BETWEEN THE COUNTY OF ALAMEDA AND GREENSFELDER COMMERCIAL REAL ESTATE LLC FOR THE SALE AND DISPOSITION OF 3295 CASTRO VALLEY BOULEVARD, CASTRO VALLEY

RECOMMENDATION:

1) Adopt the Resolution that approves the Mitigated Negative Declaration in connection with the Castro Valley Shared Parking Lot and Daughtrey Building Re-use Project, located at 3295 Castro Valley Boulevard, Eden Township, Alameda County; and

2) Approve the executed and attached Development Disposition Agreement with Greensfelder Commercial Real Estate LLC for 3295 Castro Valley Boulevard.

DISCUSSION/SUMMARY:

The Disposition and Development Agreement (the "DDA") between Alameda County and Greensfelder Commercial Real Estate LLC (the "Developer") contemplates the sale of a vacant commercial property located at 3295 Castro Valley Boulevard (the "Property") in the unincorporated community of Castro Valley. The Property is currently owned by the Alameda County Successor Agency. The Property was acquired by the Alameda County Redevelopment Agency in April 2011, under the threat of eminent domain, for $2,797,000 after several years of unsuccessful efforts to work with the property owner to renovate the property. The Property is located on Castro Valley Boulevard near Wilbeam Avenue, and is at the heart of downtown Castro Valley. The 39,000 square foot building was a former department store and includes a 15,000 square foot basement, a 15,000 square foot ground floor and a 9,000 square foot mezzanine. Net leasable area (ground floor and mezzanine) is estimated to be approximately 25,000 square feet.

This Property is considered by the County and the community to be a major contributor to blight in the downtown and the boarded-up facade has been detrimental to the on-going revitalization efforts of the community. The Property has been an attractive nuisance for vagrants and dumping. The building facade is not in keeping with the businesses on the Boulevard and had been the target of vandalism and graffiti tagging.

Community support for the sale and subsequent redevelopment of the Property has been consistently strong over the years. The surrounding property owners are in support of the sale and redevelopment of the Property and have also pledged their support for the Shared Parking Lot project. The Shared Parking Lot project is a $1.8 million project (funded by "Tier-One" monies) that will create a new shared parking lot to be shared by neighboring property owners who have agreed to a shared parking lot agreement and easement. The new parking lot will create a new common parking lot and convert driveways into improved pedestrian pathways. The Shared Parking Lot project will require further Board approvals.

The sale, rehabilitation and re-tenanting of the Property will have a positive economic impact on the community of Castro Valley by placing a blighted building under the ownership of an experienced retail owner who will be responsible for a high-quality renovation and acquiring high-quality and needed retail and commercial tenants. The sale of the Property will put public property back on the tax rolls, the renovation of the property will increase the value of the Property and new commercial tenants will generate sales tax and new jobs for the community of Castro Valley.

The DDA contemplates the sale of the Property to the Developer for $860,000, but is contingent upon the successful conveyance of the Property from the Successor Agency to the County pursuant to an approved Long-Range Property Management Plan or the passage of SB 1129.

In addition to the purchase price, the closing of escrow under the terms of the DDA is contingent upon the Developer completing a series of actions including completing his due diligence review, executing the shared parking agreement, providing preliminary conceptual development drawings, demonstrating a pre-leasing commitment of no less than 10,000 square feet of retail space, and obtaining land use approvals. In addition, the DDA has use restrictions that give the County additional authority, for an 11-year term, to not allow certain commercial uses that might otherwise be allowed by the Castro Valley Business District Specific Plan.

At its meeting on March 17, 2014, the Castro Valley Municipal Advisory Council (MAC) endorsed the Project and requested that the DDA be considered by the Board of Supervisors by the end of June 2014.

ENVIRONMENTAL REVIEW:

The Count of Alameda prepared an Initial Study/Mitigated Negative Declaration for the Castro Valley Shared Parking Lot and Daughtrey Building Re-Use Project (3295 Castro Valley Boulevard). The Project contemplates the County constructing shared parking lot improvements through a negotiated shared parking easement agreement. The agreement includes 3295 Castro Valley Boulevard and the other surrounding property owners. The Shared Parking Lot project is a funded $1.8 million Tier One project. The Daughtrey Building Re-Use Project contemplates the sale of the Property to a private party who will obligated to renovate the Property and lease it for

new commercial uses. The Project has been reviewed for potential impacts to the environment through an Initial Study (IS) checklist per the requirements of the California Environmental Quality Act (CEQA), and a determination of Less than Significant with Mitigation resulted in publication of a Mitigated Negative Declaration (MND), stating that the Project would not have a significant effect on the environment if certain mitigation measures are followed, and that the IS and MND were available for public review and comment from April 29, 2014 through May 29, 2014. Comments were received and are addressed in the attached response memorandum from Lamphier Gregory.

The Initial Study does not indicate that there are any biological, hydrological or water quality impacts associated with the Project that cannot be mitigated. There is no evidence to indicate that there are any fish or wildlife populations that would be significantly affected by the Project. Implementation of the Project would not threaten to eliminate a plant or animal, nor reduce the number nor restrict the range of a rare or endangered plant or animal species. There are no known historic or cultural resources in the project area that could be adversely affected by the Project. Therefore, there are no significant impacts as a result of the Project that cannot be mitigated.

SELECTION CRITERIA AND PROCESS:

Greensfelder Commercial Real Estate LLC was selected as the preferred developer after a solicitation process to developers and real estate brokers resulted in 6 proposals. Greensfelder Commercial Real Estate LLC was authorized as the preferred developer by the Oversight Board on June 4, 2012.

FINANCING:

Proceeds from the sale of the property will either be remitted to the County Auditor-Controller for distribution to the taxing entities pursuant to the approved Long-Range Property Management Plan or, if SB 1129 is signed into law, the proceeds will remain with the County to fund projects that are within the Redevelopment Plan. There is no additional Net County Cost as a result of this action.

Very truly yours,

Chris Bazar, Director
Community Development Agency

cc: Susan Muranishi, County Administrator
Donna Ziegler, County Counsel
Patrick O'Connell, Auditor-Controller
Richard Conway, County Administrator's Office
Brian Washington, Office of the County Counsel
U.B. Singh, CDA Finance Director
Eileen Dalton, CDA Deputy Director

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA APPROVING AND AUTHORIZING EXECUTION AND IMPLEMENTATION OF DISPOSITION AND DEVELOPMENT AGREEMENT WITH GREENSFELDER COMMERCIAL REAL ESTATE LLC FOR 3295 CASTRO VALLEY BOULEVARD

WHEREAS, pursuant to ABx1 26 enacted in June 2011 (as amended by AB 1484 enacted in June 2012, collectively, the "Redevelopment Dissolution Law"), the Redevelopment Agency of the County of Alameda (the "Dissolved RDA") was dissolved as of February 1, 2012, and the County of Alameda, acting in a separate limited capacity and known as the Successor Agency of the Redevelopment Agency of the County of Alameda, has elected to serve as the successor agency (the "Successor Agency") of the Dissolved RDA; and

WHEREAS, pursuant to Health and Safety Code Section 34173(g), as added by the Redevelopment Dissolution Law, the Successor Agency is a separate legal entity from the County of Alameda (the "County"); and

WHEREAS, the Board of Supervisors (the "Board of Supervisors") of the County serves in a separate capacity as the governing board of the Successor Agency; and

WHEREAS, an oversight board for the Successor Agency (the "Oversight Board") has been formed and is functioning in accordance with Health and Safety Code Section 34179; and

WHEREAS, prior to the passage of the Redevelopment Dissolution Law, the Dissolved RDA acquired certain real property, including the thirty-nine thousand (39,000) square foot building thereon (collectively, the "Property"), commonly known as 3295 Castro Valley Boulevard for redevelopment in accordance with the redevelopment plan for the Castro Valley Sub-Area of the Eden Area Redevelopment Project Area; and

WHEREAS, pursuant to the Redevelopment Dissolution Law, the Property is now under the ownership of the Successor Agency, and the Successor Agency is obligated to obtain the approval of a long range property management plan (the "LRPMP") by the State of California Department of Finance (the "DOF"), as more particularly set forth in California Health & Safety Code Section 34191.5, and the LRPMP contemplates that the Successor Agency will convey the Property to the County for future development, and to assist in the creation of economic opportunity, consistent with the Redevelopment Dissolution Law; and

WHEREAS, the County anticipates that the Successor Agency will obtain DOF approval of the LRPMP, and thereafter the Successor Agency will convey the Property to the County in accordance with the requirements of the LRPMP, and the Redevelopment Dissolution Law; and

WHEREAS, the County desires to enter into a disposition and development agreement (the "Agreement" or the "DDA") with Greensfelder Commercial Real Estate LLC, a California limited liability company (the "Developer"), for the redevelopment of the Property; and

WHEREAS, the effectiveness of the DDA is expressly subject to DOF approval of the LRPMP, and the conveyance of the Property from the Successor Agency to the County, and the

County has no obligation under the DDA unless and until the County obtains ownership of the Property; and

WHEREAS, provided that the DDA becomes effective, thereafter, the County, the Developer, and the owners (collectively, the "Adjacent Parcel Owners") of certain real property adjacent to the Property (collectively, the "Adjacent Parcels") desire to negotiate the final terms and conditions regarding the development of certain parking improvements on the Property and the Adjacent Parcels pursuant to an agreement anticipated to be titled "declaration of agreement establishing reciprocal easements for shared parking and shared access and providing for joint use and maintenance" (the "Parking Agreement"); and

WHEREAS, the final form of the Parking Agreement is subject to further approval by the Board of Supervisors, which may be granted or denied in the Board of Supervisors discretion at a subsequent meeting of the Board of Supervisors, and in the event the Parking Agreement is not approved by the Board of Supervisors, or any of the Adjacent Parcel Owners, then the DDA will be terminated; and

WHEREAS, if the Parking Agreement is approved by the Board of Supervisors, and the Adjacent Parcel Owners, then it is anticipated that the Parking Agreement will be recorded against the Property, and the Adjacent Parcels, and that County will construct certain parking improvements on the Property and the Adjacent Parcels pursuant to the Parking Agreement; and

WHEREAS, provided that the DDA becomes effective, thereafter, the Agreement sets forth specific conditions precedent that the Developer must satisfy to acquire the Property from the County, and the County has no obligation to convey the Property to the Developer unless and until the Developer has satisfied such conditions precedent in accordance with the DDA; and

WHEREAS, the DDA sets forth that, subject to the conditions precedent, the Developer shall acquire the Property for Eight Hundred Sixty Thousand Dollars ($860,000) (the "Purchase Price") which has been established as the fair market value for the Property, at is highest and best use, pursuant to an appraisal prepared by Thomas E. Dum Real Estate Appraisers, Inc., a copy of which is on file with the County, and is more particularly described in the staff report and the report prepared by County staff in accordance with California Government Code Section 52201 (the "Section 52201 Report") accompanying this Resolution; and

WHEREAS, provided that the DDA becomes effective, following the payment of the Purchase Price by the Developer to the County, and the acquisition of the Property by the Developer, the Developer is obligated to timely rehabilitate the Property, and is then obligated to obtain the approval of the Director of the Department of Economic and Community Investment for certain uses of the Property, all as more particularly set forth in the Agreement, and such timely development and uses will assist in the creation of the economic opportunity as more particularly described in the Section 52201 Report; and

WHEREAS, on June 24, 2014, the Board of Supervisors held a public hearing on the proposed Agreement and evaluated all of the information, testimony and evidence presented during the public hearing, including the Section 52201 Report, and evaluated other information provided to it pertaining to the findings required pursuant to California Government Code Section 52201; and

WHEREAS, following the above-described public hearing, the Board of Supervisors made the findings and granted the consent required by Government Code Section 52201 in connection with the proposed Agreement; and

WHEREAS, the proposed form of the Agreement is on file with the Clerk of the Board of Supervisors; and

WHEREAS, the redevelopment of the Property, pursuant to the Agreement is subject to the California Environmental Quality Act and accompanying state and local guidelines ("CEQA"); and

WHEREAS, the County, as the "lead agency" under CEQA, has prepared and adopted a mitigated negative declaration in accordance with the requirements of CEQA; and

WHEREAS, the Agreement, the staff report, the Section 52201 Report, and the mitigated negative declaration (collectively, the "Supporting Documents") have been presented to and considered by the Board of Supervisors in support of the findings and approvals set forth in this Resolution; are hereby incorporated by reference in this Resolution; and, together with the above recitals (the "Recitals"), form the evidentiary basis and establish the analytical route for reaching the ultimate findings and conclusions contained in this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Alameda, as follows:

Section 1. Recitals Correct. The Board of Supervisors finds that the above Recitals are true and correct and have served, together with the Supporting Documents, as the basis for the findings and approvals set forth below.

Section 2. Government Code Section 52201. In accordance with California Government Code Section 52201, the Board of Supervisors hereby finds and determines, based upon substantial evidence provided in the record before it, including the Supporting Documents, that: (i) the consideration for the conveyance of the Property as set forth in the Agreement, is not less than the fair market value at the highest and best use, and (ii) the sale of the Property to the Developer, pursuant to the Agreement, will assist in the creation of economic opportunity.

Section 3. Approval of Agreement; Execution of Documents. The Board of Supervisors hereby approves the Agreement, and the obligations of the County under the Agreement (provided, however, the County reserves all rights to consider, approve, or disapprove of the Parking Agreement at a subsequent meeting of the Board of Supervisors), and authorizes the President of the Board of Supervisors to execute the Agreement on behalf of the County, substantially in the form on file with the Clerk of the Board of Supervisors.

Section 4. Further Actions and Documents. The President of the Board of Supervisors and the Director of the Department of Economic and Community Investment, or the designee of such director, following consultation with County Counsel, is authorized to take all actions and execute all documents on behalf of the County necessary to effectuate the purpose of this Resolution and the Agreement.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Board of Supervisors of the County of Alameda at a regular meeting of said Board on the 24th day of June, 2014, by the following vote of said Board:

Ayes:

Noes:

Absent:

Abstain:

_____
Keith Carson, President
Board of Supervisors

ATTEST:

_____, Clerk
Board of Supervisors

By: _____
Deputy

Approved as to Form:

DONNA ZIEGLER, County Counsel

By: _____

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA TO ADOPT THE MITIGATED NEGATIVE DECLARATION IN CONNECTION THEREWITH FOR THE CASTRO VALLEY SHARED PARKING LOT AND DAUGHTREY BUILDING RE-USE PROJECT IN EDEN TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA

WHEREAS, the Alameda County Community Development Agency has undertaken the design and development of the Castro Valley Shared Parking Project (the "Project"), which consists of two components; and

WHEREAS, the first component of the Project is the construction of a Shared Parking Lot to facilitate better access to the downtown commercial core of Castro Valley for vehicles and pedestrians and specifically to 3295 Castro Valley Boulevard. The Project includes the construction of parking lot and pedestrian improvements on several private parcels and two County owned parcels at the intersection of Castro Valley Boulevard and Wilbeam Avenue. The Project will consolidate individual parking lots, currently separated by fencing and grade changes, into one large parking lot that is accessible from Castro Valley Boulevard and Wilbeam Avenue and includes replacement of two individual driveways with pedestrian walking paseos, thereby reducing the vehicular penetrations along Castro Valley Boulevard while improving the pedestrian environment and encouraging potential outdoor dining opportunities for the property owners and restaurant tenants; and

WHEREAS, the second component of the Project is the rehabilitation of the Daughtrey Building located at 3295 Castro Valley Boulevard. This part of the Project involves the sale of the property from the County of Alameda to a Greensfelder Commercial Real Estate LLC, pursuant to the proposed terms of the transaction, would be obligated to undertake certain physical improvements to the 39,000 gross square foot commercial building which has been substantially vacant for approximately 12 years. Spaces within the building include a 15,000 square foot basement, a 15,000 square foot ground floor and a 9,000 mezzanine. Net leasable area on the main (ground) floor and mezzanine is estimated at approximately 25,100 square feet. Following interior and exterior renovation work, the building would be leased to a commercial tenant who would be expected to reoccupy the vacant space for retail and other commercial uses consistent with the land use restrictions applicable to the site in the Castro Valley Commercial Area Specific Plan; and

WHEREAS, pursuant to ABx1 26 enacted in June 2011 (as amended by AB 1484 enacted in June 2012, collectively, the "Redevelopment Dissolution Law"), the Redevelopment Agency of the County of Alameda (the "Dissolved RDA") was dissolved as of February 1, 2012, and the County of Alameda, acting in a separate limited capacity and known as the Successor Agency of the Redevelopment Agency of the County of Alameda, has elected to serve as the successor agency (the "Successor Agency") of the Dissolved RDA; and

WHEREAS, pursuant to Health and Safety Code Section 34173(g), as added by the Redevelopment Dissolution Law, the Successor Agency is a separate legal entity from the County of Alameda (the "County"); and

WHEREAS, the Board of Supervisors (the "Board of Supervisors") of the County serves in a separate capacity as the governing board of the Successor Agency; and

WHEREAS, an oversight board for the Successor Agency (the "Oversight Board") has been formed and is functioning in accordance with Health and Safety Code Section 34179; and

WHEREAS, prior to the passage of the Redevelopment Dissolution Law, the Dissolved RDA acquired certain real property, including the thirty-nine thousand (39,000) square foot building thereon (collectively, the "Property"), commonly known as 3295 Castro Valley Boulevard for redevelopment in accordance with the redevelopment plan for the Castro Valley Sub-Area of the Eden Area Redevelopment Project Area; and

WHEREAS, pursuant to the Redevelopment Dissolution Law, the Property is now under the ownership of the Successor Agency, and the Successor Agency is obligated to obtain the approval of a long range property management plan (the "LRPMP") by the State of California Department of Finance (the "DOF"), as more particularly set forth in California Health & Safety Code Section 34191.5, and the LRPMP contemplates that the Successor Agency will convey the Property to the County for future development, and to assist in the creation of economic opportunity, consistent with the Redevelopment Dissolution Law; and

WHEREAS, the County anticipates that the Successor Agency will obtain DOF approval of the LRPMP, and thereafter the Successor Agency will convey the Property to the County in accordance with the requirements of the LRPMP, and the Redevelopment Dissolution Law; and

WHEREAS, the County desires to enter into a disposition and development agreement (the "Agreement" or the "DDA") with Greensfelder Commercial Real Estate LLC, a California limited liability company (the "Developer"), for the redevelopment of the Property; and

WHEREAS, the effectiveness of the DDA is expressly subject to DOF approval of the LRPMP, and the conveyance of the Property from the Successor Agency to the County, and the County has no obligation under the DDA unless and until the County obtains ownership of the Property; and

WHEREAS, provided that the DDA becomes effective, thereafter, the County, the Developer, and the owners (collectively, the "Adjacent Parcel Owners") of certain real property adjacent to the Property (collectively, the "Adjacent Parcels") desire to negotiate the final terms and conditions regarding the development of certain parking improvements on the Property and the Adjacent Parcels pursuant to an agreement anticipated to be titled "declaration of agreement establishing reciprocal easements for shared parking and shared access and providing for joint use and maintenance" (the "Parking Agreement"); and

WHEREAS, the final form of the Parking Agreement is subject to further approval by the Board of Supervisors, which may be granted or denied in the Board of Supervisors discretion at a subsequent meeting of the Board of Supervisors, and in the event the Parking Agreement is not approved by the Board of Supervisors, or any of the Adjacent Parcel Owners, then the DDA will be terminated; and

WHEREAS, if the Parking Agreement is approved by the Board of Supervisors, and the Adjacent Parcel Owners, then it is anticipated that the Parking Agreement will be recorded against the Property, and the Adjacent Parcels, and that County will construct certain parking improvements on the Property and the Adjacent Parcels pursuant to the Parking Agreement; and

WHEREAS, provided that the DDA becomes effective, thereafter, the Agreement sets forth specific conditions precedent that the Developer must satisfy to acquire the Property from the County, and the County has no obligation to convey the Property to the Developer unless and until the Developer has satisfied such conditions precedent in accordance with the DDA; and

WHEREAS, provided that the DDA becomes effective, following the payment of the Purchase Price by the Developer to the County, and the acquisition of the Property by the Developer, the Developer is obligated to timely rehabilitate the Property, and is then obligated to obtain the approval of the Director of the Department of Economic and Community Investment for certain uses of the Property, all as more particularly set forth in the Agreement, and such timely development and uses will assist in the creation of the economic opportunity as more particularly described in the Section 52201 Report; and

WHEREAS, this Board did hold a public hearing on said Project at the hour of 11:00 am on Tuesday, the 24th day of June, 2014, at the County Administration Building, Fifth Floor Board Chambers, 1221 Oak Street, Oakland, California 94612; and

WHEREAS, notice of public hearing was given as required by law; and

WHEREAS, the Project has been reviewed for potential impacts to the environment through an Initial Study (IS) checklist per the requirements of the California Environmental Quality Act (CEQA), and a determination of *Less than Significant with Mitigation* resulted in publication of a Mitigated Negative Declaration (MND), stating that the Project would not have a significant effect on the environment if certain mitigation measures are followed; and

WHEREAS, this Initial Study does not indicate that there are any biological, hydrological or water quality impacts associated with the Project that cannot be mitigated. There is no evidence to indicate that there are any fish or wildlife populations that would be significantly affected by the Project. Implementation of the Project would not threaten to eliminate a plant or animal, nor reduce the number nor restrict the range of a rare or endangered plant or animal species. There are no known historic or known cultural resources in the project area that could be adversely affected by the Project. Therefore, there are no significant impacts as a result of the Project that cannot be mitigated.

WHEREAS, this IS and MND have been drafted and were available for public review and comment from April 29, 2014 through May 29, 2014; and

WHEREAS, the comments received during the public review and comment period were incorporated into the analysis of the Initial Study and a determination of *Less than Significant with Mitigation* still applies to this environmental review, as reflected and published in the Final Initial Study and Final Mitigated Negative Declaration; and

NOW THEREFORE BE IT FURTHER RESOLVED that this Board of Supervisors does hereby adopt the draft Initial Study and Mitigated Negative Declaration, and Mitigation and Monitoring Reporting Program.

PASSED AND ADOPTED by the Board of Supervisors of the County of Alameda at a regular meeting of said Board on the 24th day of June, 2014, by the following vote of said Board:

Ayes:

Noes:

Absent:

Abstain:

_____
Keith Carson, President
Board of Supervisors

ATTEST:

_____, Clerk
Board of Supervisors

By: _____
Deputy

Approved as to Form:

DONNA ZIEGLER, County Counsel

By: _____

INITIAL STUDY / MITIGATED NEGATIVE DECLARATION

CASTRO VALLEY SHARED PARKING LOT AND DAUGHTREY BUILDING RE-USE PROJECT

PREPARED FOR

COUNTY OF ALAMEDA

COMMUNITY DEVELOPMENT AGENCY
224 W. WINTON AVENUE
HAYWARD, CA 94544

PREPARED BY

LAMPHIER – GREGORY
1944 EMBARCADERO
OAKLAND, CA 94606

AUGUST 2013

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Attachment A: Site Photos
Attachment B: Air Quality and GHG Analysis Assumptions and Computations
Attachment C: Letter Report from Northwest Information Center, Sonoma State University, April 17, 2013.
Attachment D: Phase I Environmental Site Assessment - 3295 Castro Valley Boulevard Castro Valley, California, Geocon Consultants, September 2010.
Attachment E: Phase II Environmental Site Assessment, 3295 Castro Valley Boulevard Castro Valley, California, Geocon Consultants,
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INTRODUCTION

INTRODUCTION TO THIS DOCUMENT

This document serves as the Initial Study and Mitigated Negative Declaration (IS/MND) for the proposed Castro Valley Shared Parking Lot and Daughtrey Building Re-Use Project. Per CEQA Guidelines (Section 15070), a Mitigated Negative Declaration can be prepared to meet the requirements of CEQA review when the Initial Study identifies potentially significant environmental effects, but revisions in the Project would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur.

This document is organized in three sections as follows:

- Introduction and Project Summary. This section introduces the document and discusses the project description including location, setting, and specifics of the lead agency and contacts.
- Mitigated Negative Declaration. This section lists the impacts and mitigation measures identified in the Initial Study and proposes findings that would allow adoption of this document as the CEQA review document for the proposed project.
- Environmental Checklist/Initial Study. This section discusses the CEQA environmental topics and checklist questions and identifies the potential for impacts and proposed mitigation measures to avoid these impacts.

PUBLIC REVIEW

The Initial Study and Proposed Mitigated Negative Declaration will be circulated for a 30-day public review period. Written comments may be submitted to the following address:

Sonia Urzua, Senior Planner
Alameda County Planning Department
224 W. Winton Avenue, Room 111
Hayward, CA 94544
Telephone: 510/670-5400
Email: sonia.urzua@acgov.org

Adoption of the Mitigated Negative Declaration by the Alameda County Planning Commission does not constitute approval of the project itself, which is a separate action to be taken by the Alameda County Planning Director following review and recommendations from the Castro Valley Municipal Council. Approval of the project can take place only after the Mitigated Negative Declaration has been adopted.

PROJECT SUMMARY

1. **Project Title:** Castro Valley Shared Parking Lot and Daughtrey Building Re-Use Project

2. **Project Location:** The Shared Parking Lot would occupy the rear portions of the properties located at 3295 – 3359 Castro Valley Boulevard, and 20853-20861Wilbeam Ave., all in the unincorporated Castro Valley area of Alameda County. County Assessor's Parcel Numbers for the parcels on which the parking lot would be constructed are: 84A-40-18-4, 84A-40-19, 84A-40-20, 84A-40-22, and 84A-40-23-2. See **Figures 1** & **2**. The Project Location includes the Daughtrey Building located at 3295 Castro Valley Boulevard on APN 080-0040-018-04.

3. **Project Sponsor's Name and Address:** Ms. Jaimie Orfanos
Alameda County Community Development Agency
224 W. Winton Avenue, Room 110
Hayward, CA 94544
510/670-6107

4. **General Plan Designation:** Central Business District (CBD) per the Castro Valley General Plan, 2012

5. **Zoning:** Subarea 7 (Intensive Retail Core) and Subarea 11 (Medium and High Residential), per the Castro Valley Central Business District Specific Plan

6. **Property Description:** The Project site is comprised of the open parking areas located at the rear of three commercial lots that front on the south side of Castro Valley Boulevard and the rear of two lots that front on the west side of Wilbeam Avenue, as seen in an aerial photo image (**Figure 3**). The Project site includes the Daughtrey Building located at 3295 Castro Valley Boulevard (APN 080-0040-018-04).The total Project area is approximately 118,000 square feet (2.71 acres) of which the combined parking area is approximately 1.8 acres (67 percent). The parking lot portion of the Project site presently exists as several separate paved parking areas, each serving the commercial uses to which each is connected. Existing conditions at the Project site are shown in the photographs in **Attachment A**.

7. **Project Description:** There are two components of this Project:

    a) the Shared Parking Lot Project and

    b) the Daughtrey Building Re-Use Project.

    7a. Shared Parking Lot Project. The Alameda County Community Development Agency has negotiated an agreement with and among the affected property owners that establishes the legal framework for the Project. Among other things, the agreement includes non-exclusive easements for public use and access across private property lines and a cost-sharing formula by which each owner contributes annually on a pro rata basis (per square feet of commercial space) to fund the costs of maintenance, insurance and related expenses. The physical aspects of the Project involve the removal of existing fences and pavement, re-grading the surface area, installation of storm drain and other utilities, repaving the surface, striping the parking stalls, and installation of light standards and landscaping.

    Access and Circulation

As shown in the proposed Site Plan (**Figure 4**), vehicular access to the parking lot would be provided at two locations: one from east-bound Castro Valley Boulevard at the west edge of the Daughtrey Building property, the other from Wilbeam Avenue. Exiting onto Castro Valley Boulevard would be right-out only; exiting onto Wilbeam would be right or left out. Two existing curb cuts on the south side of Castro Valley Boulevard would be removed - one between the Daughtrey Building and the Creamery, the other between the Fong restaurant and the west edge of the Campo Trust building. The existing driveways would be reconstructed as landscaped pedestrian walkways, or paseos, paved with permeable pavers.

Construction Phasing

Construction of the Shared Parking Lot is estimated to take approximately three months, overall. In order to retain the use of the area for some parking during construction, the Project would be constructed in four phases:

Phase 1: Construct improvements on the Daughtrey Building lot and the area between Campos and Schweng parcels. Access to main lot behind the Ice Creamery would remain via paseos. Duration: 3 weeks

Phase 2: Construct the paseos and sidewalks. Parking to be provided on lots constructed in phase 1; circulation would be from Castro Valley Boulevard to Willbeam through the existing parking lot. Duration: 3 weeks;

Phase 3: Construct the main parking lot behind the Ice Creamery building. Parking would be provided in lots constructed in phase 1 – allow temporary circulation at Daughtrey building. Duration: 3 weeks

Phase 4: Final restoration and landscaping. Duration: 2 weeks

Drainage

An existing 36” stormdrain conveyance pipe is located along the westerly edge of the Daughtrey Building property. This facility conveys stormwater from stormdrain catchbasins at the edges of Castro Valley Boulevard southward and discharges the stormwater into the creek that runs east-west just south of the Project site. The creek runs generally towards the west where it joins San Lorenzo Creek and ultimately discharges into San Francisco Bay. To accommodate and comply with current stormwater regulations, the grading plan is designed to create six different drainage sub-areas in the Parking Lot so that rainwater would be directed by slightly different slopes to six different low points on the site. Treewell filtration units such as those produced by Filterra would be installed at the lowest points in each of the six drainage sub-areas, as indicated in the Utility Plan (**Figure 6)**.

Trash Enclosures

Two free-standing structures would be constructed to house trash receptacles for the shared use of participating businesses. One, measuring 21’ x 13’ and 10’ tall would be located at southeast corner of the Daughtrey Building property; the other, measuring 30’ x 13’ by 10’ tall would be located at the southwest corner of the Schweng Trust property. These trash enclosures would be constructed on a concrete pad and with concrete block walls finished on the outside with stucco. Double swing metal doors would allow access to the receptacles housed inside. Floor drains would allow for periodic cleaning of the interior, discharging wastewater into a sanitary sewer lateral that would be installed below the paved surface and connect with the main sewer line located in Castro Valley Boulevard.

Landscape Plan

The project includes an extensive landscape plan (**Figure 5)** that would be compliant with the

County's Water Efficient Landscape Ordinance.[1] The Plan calls for 59 new trees in seven different species (strawberry tree, narrow-leaved ash, crape myrtle, magnolia, London plane tree and purple-leaf plum), 1,372 shrubs (12 different species), two different types of vines planted on trellises at either end of the two paseos, and two types of ground cover. In addition, the plan includes outdoor racks and a storage space for bicycles, seating benches on the paseos, entry signage, night lighting and security cameras.

7b. **Daughtrey Building Re-Use Project.** This part of the Project involves the sale by the Alameda County Community Development Agency of the Daughtrey Building to a private party who, pursuant to the proposed terms of the transaction, would be obligated to undertake certain physical improvements to the 39,000 gross square foot commercial building which has been substantially vacant for approximately 12 years. Spaces within the building include a 15,000 square foot basement, a 15,000 square foot ground floor and a 9,000 mezzanine. Net leasable area on the main (ground) floor and mezzanine is estimated at approximately 25,100 square feet. Following interior and exterior renovation work, the building would be leased to a commercial tenant who would be expected to reoccupy the vacant space for retail and other commercial uses consistent with the land use restrictions applicable to the site in the Castro Valley Commercial Area Specific Plan.

8. Surrounding Land Uses: The Project site is in the Castro Valley area of Alameda County. Castro Valley is an unincorporated community bounded by the MacArthur Freeway (I-580) on the west, the City of Hayward on the south, Anthony Chabot Regional Park on the north, and the City of Dublin on the east. Land uses in the area are predominantly residential with supporting retail, office, and community facilities located primarily on Castro Valley Boulevard and on intersecting streets. Homes in the area are typically between 30 and 85 years old. The area has good access to transportation services. It is adjacent to the Redwood Road exit from the I-580 freeway. The proposed parking lot would be approximately two blocks from the Castro Valley BART station at Redwood Road and Northbridge Avenue.

Commercial activity in Castro Valley is centered along Castro Valley Boulevard between Stanton Avenue on the west and Crow Canyon Road on the east, with the most intensive retail uses located between Lake Chabot Road and Redwood Road. Retail stores and restaurants are mostly located on Castro Valley Boulevard whereas offices and services are on the side streets. Large grocery stores and drug stores dominate the area; secondary shops in strip centers supplement these stores. Castro Valley is convenient to regional shopping centers in Hayward and Pleasanton.

9. Other public agencies whose approval is required: Approval of the Project will involve review and recommendations of the proposed Project design by the Castro Valley Municipal Advisory Council (CV MAC) and approval by the Alameda County Planning Department pursuant to the Countys' Site Design Review process. Adoption of the Mitigated Negative Declaration will be by the Alameda County Planning Commission at a noticed public hearing. Other agencies whose approval is required include the Alameda County Public Works Department (grading, storm drain and compliance with NPDES C.3 requirements and Building Inspection for grading and construction permits for the parking lot and building permits for the remodeling of the Daughtrey Building) and possibly the San Francisco Regional Water Quality Control Board.

[1] Water Efficient Landscape Ordinance, Chapter 17.64 of the Alameda County General Ordinance Code.

Figure 1 - Regional Location.

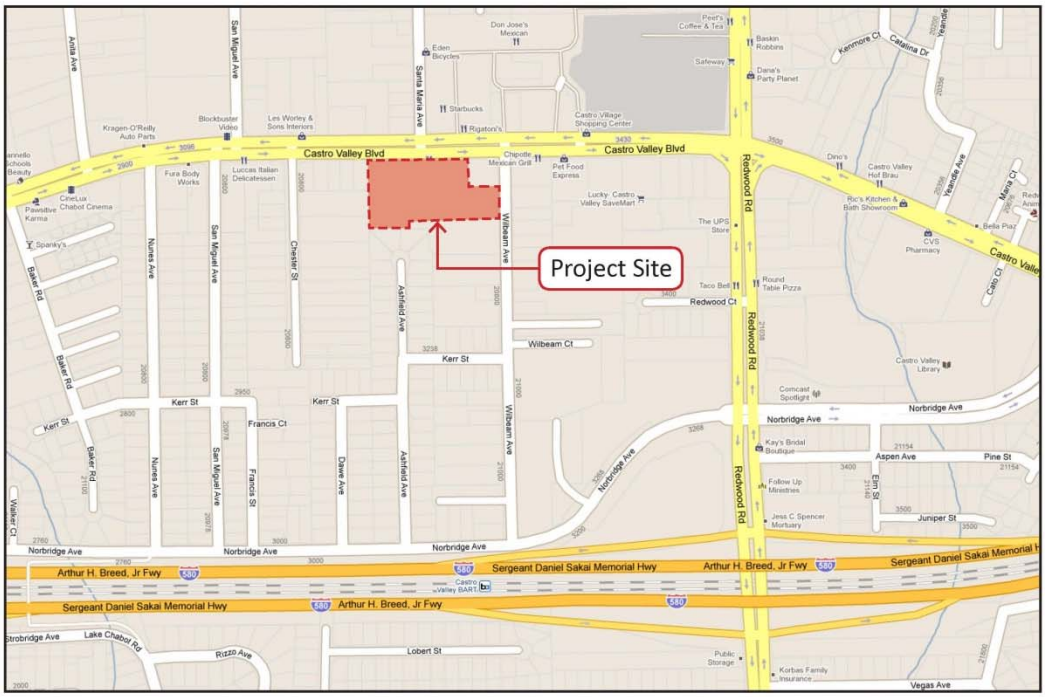

Figure 2 - Vicinity Map.

Figure 3 - Aerial Photo of Project Site.

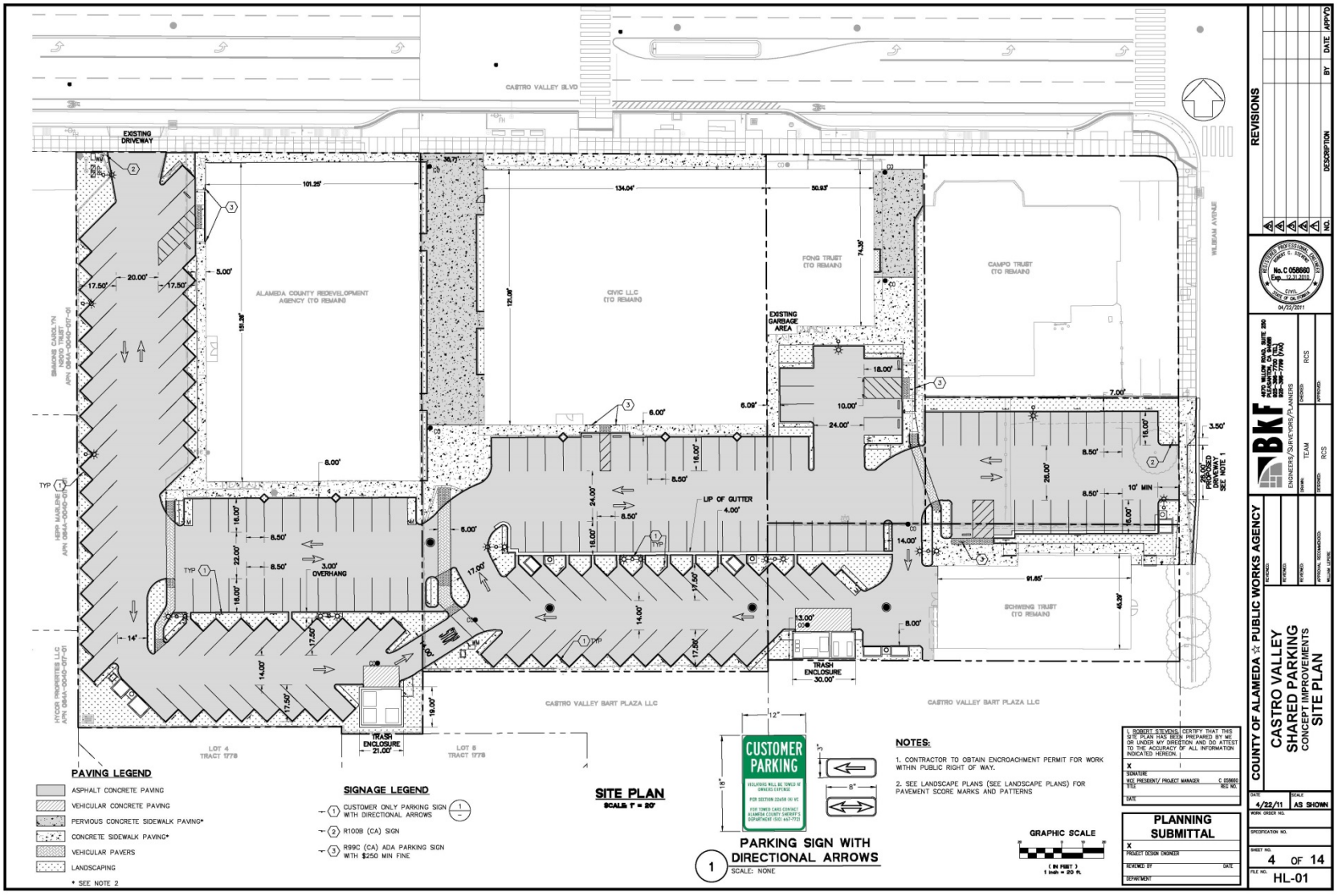

Figure 4 - Site Plan

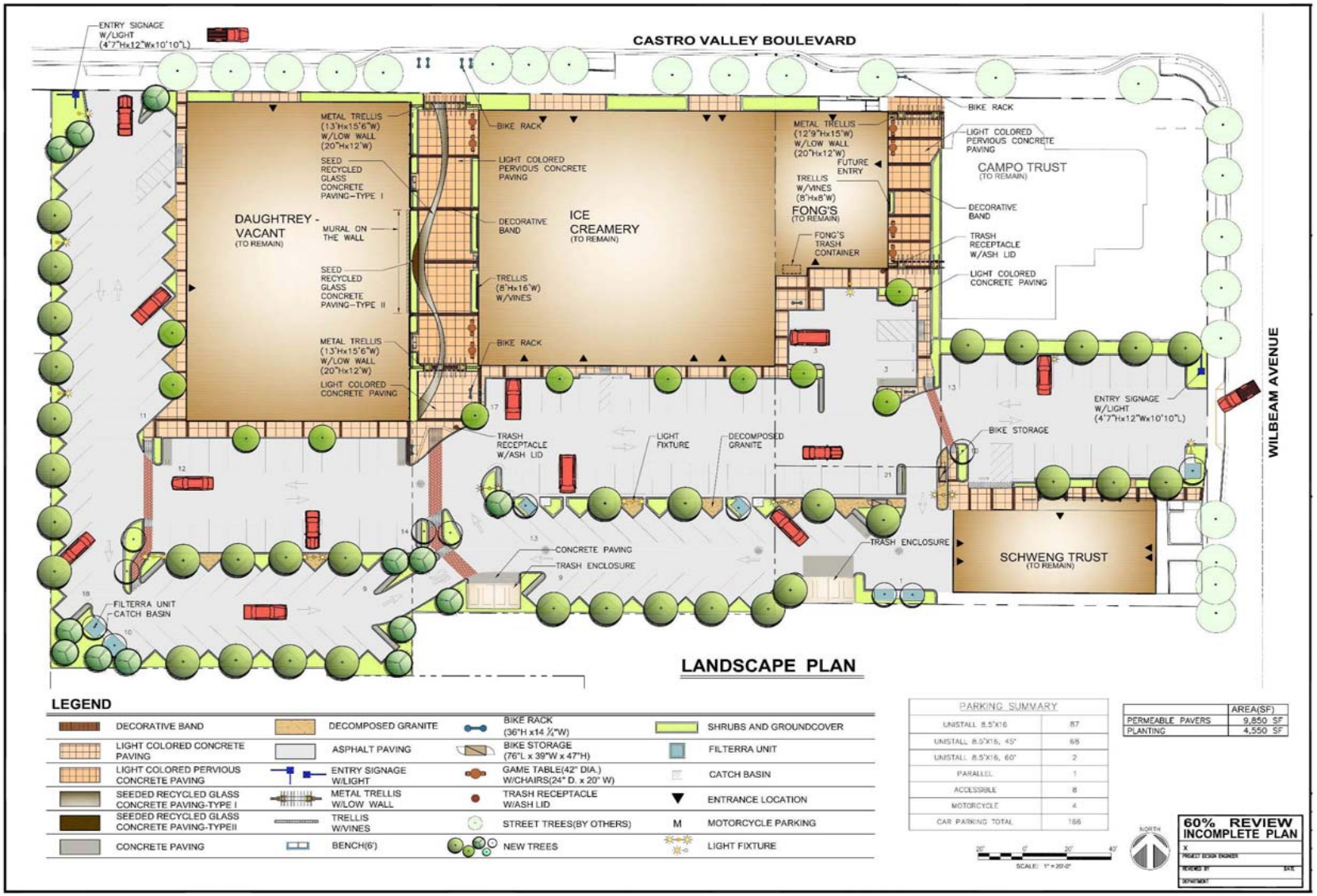

Figure 5 - Landscape Plan

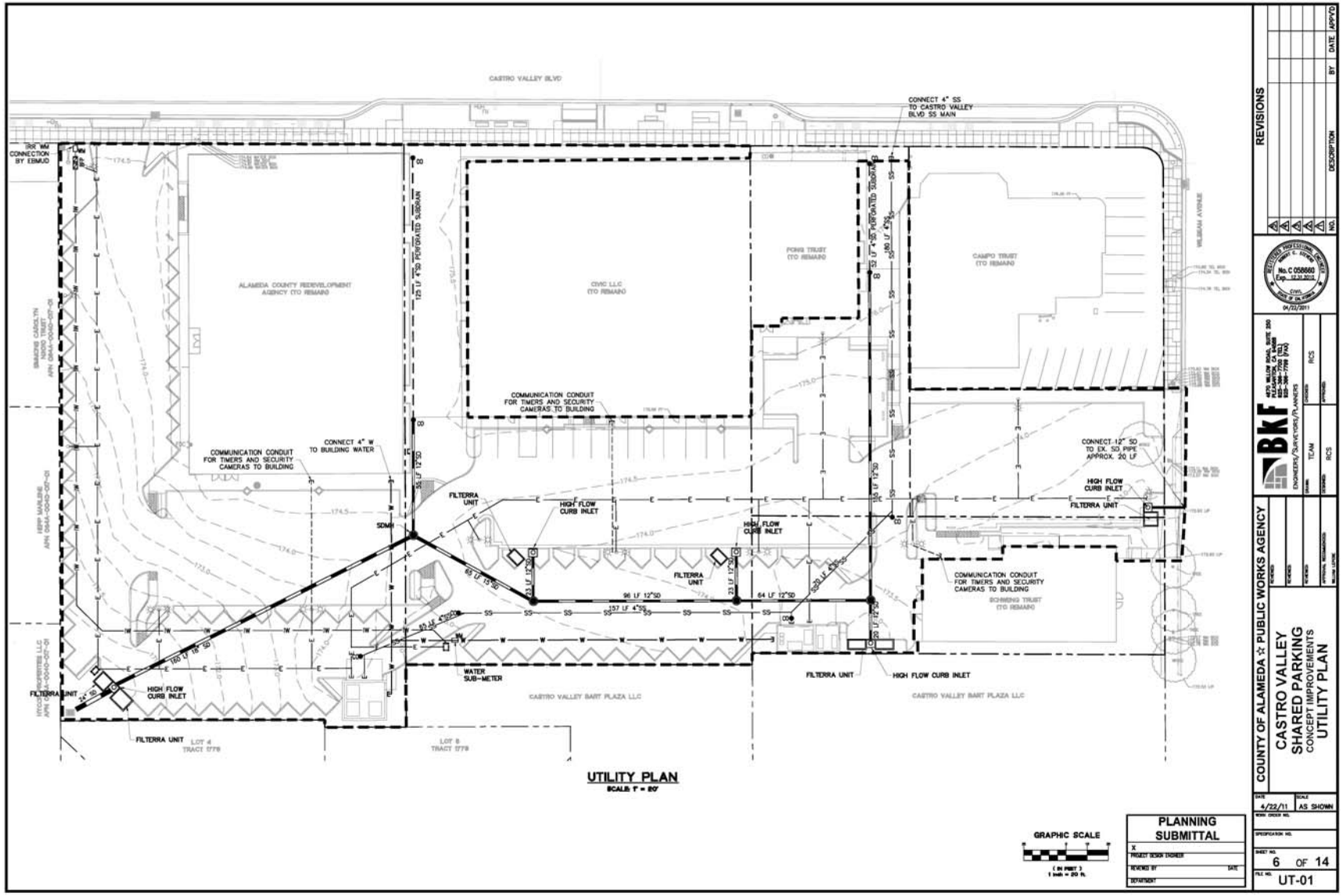

Figure 6 - Utility Plan

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MITIGATED NEGATIVE DECLARATION

Project Description, Location and Setting

This Mitigated Negative Declaration has been prepared for the Castro Valley Shared Parking Lot Project in the Castro Valley area of unincorporated Alameda County. See the Introduction and Project Description section of this document for details of the Project.

Potentially Significant Impacts Requiring Mitigation

Table 1 below presents a list of potentially significant Project impacts and the mitigation measures recommended to reduce these impacts to a less-than-significant level. Refer to the Initial Study Checklist section of this document for a more detailed discussion.

Table 1:
Potentially Significant Impacts and Mitigation Measures

Potentially Significant Impact	Mitigation Measure Reduces Impact to a Less Than Significant Level
Air Quality	
Impact Air-1: Construction Dust and Diesel Exhaust	**Mitigation AIR-1: Basic Construction Management Practices**. The Project shall demonstrate compliance with all applicable regulations and operating procedures prior to issuance of building or grading permits, including implementation of the following BAAQMD "Basic Construction Mitigation Measures". a) All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. b) All haul trucks transporting soil, sand, or other loose material off-site shall be covered. c) All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. d) All vehicle speeds on unpaved roads shall be limited to 15 mph. e) All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. f) Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.

Table 1: Potentially Significant Impacts and Mitigation Measures	
Potentially Significant Impact	Mitigation Measure Reduces Impact to a Less Than Significant Level
	g) All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. h) Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.
Cultural Resources	
Impact CULTURAL-1: Disturbance of Archaeological, Paleontological Resources or Human Remains	**Mitigation CULTURAL-1: Cultural Resource Protection Procedures.** The Project sponsor or the contractor shall provide in the construction contracts that grading and trenching crews would be required to implement the following procedures in the event that archaeological or paleontological resources or human remains are encountered during grading or site disturbance activities: • Immediately halt or relocate excavations and contact a qualified archaeologist to inspect the site. If the archaeologist determines that potentially significant archaeological materials or human remains are encountered, the archaeologist must record, recover, retrieve, and/or remove any archaeological materials; • The archaeologist must study any archaeological resources found onsite and publish data concerning these resources; • If human remains are found onsite, Applicant must notify the Ohlone Most Likely Descendants, as designated by the California Native American Heritage Commission; the coroner shall be called and the archaeologist shall provide safe and secure storage of these remains while on-site, in the laboratory and otherwise, and shall consult with the Native American representatives regarding either onsite reburial of the remains or other arrangements for their disposition; • The archaeologist shall provide a copy of documentation of all recovered data and materials found on-site to the regional information center of the California Archaeological Inventory (CAI) for inclusion in the permanent archives, and another copy shall accompany any recorded archaeological materials and data. • If any historic artifacts are exposed, the archaeologist shall record the data and prepare a report to be submitted to the local historical society. • Monitoring for these measures must be performed by Applicant on a continual basis during construction. At the completion of work, Applicant will submit a summary of findings to the Planning Director for review and for the final

Table 1: Potentially Significant Impacts and Mitigation Measures	
Potentially Significant Impact	Mitigation Measure Reduces Impact to a Less Than Significant Level
	record. • If human remains are found within the project site, they will be handled according to Section 7050.5 of the Health and Safety Code or, if the remains are Native American, Section 5097.98 of the Public Resources Code as per CEQA Section 15064.5(d). This would be a standard condition of the Project
Hydrology/Water Quality	
Impact Hydro-1: Construction-Period Erosion, Pollution and Siltation	**Mitigation HYDRO-1: Construction General and SWPPP Permit.** The Project sponsor shall obtain coverage under the State Water Resources Control Board Construction General Permit, and shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). • The Project sponsor shall ensure that construction practices for the Project comply with practices to prevent water pollution under the provisions of the Construction General Permit. In order to obtain a permit, the Project Applicant must file a Notice of Intent (NOI) with the SWRCB prior to the start of construction. • Pursuant to the requirements of the Construction General Permit, the Project sponsor shall prepare and implement a SWPPP. The SWPPP shall be consistent with the terms of the General Permit; the Manual of Standards for Erosion and Sedimentation Control Measures by the Association of Bay Area Governments (ABAG); the Best Management Practices as provided in the California Stormwater Quality Association (CASQA) handbooks; policies and recommendations of the local urban runoff program (County of Alameda); and the Staff Recommendations of the RWQCB. The SWPPP shall incorporate BMPs to reduce the potential for pollutants in runoff waters and to prevent pollutant transport off-site during construction activities. Examples of Best Management Practices include, but are not limited to the following: • Only clear land which will be actively under construction in the near term (e.g., within the next 6-12 months), minimize new land disturbance during the rainy season, • Provide temporary stabilization of disturbed soils whenever active construction is not occurring on a portion of the site through water spraying or application of dust suppressants, and gravel covering of high-traffic areas. Provide permanent stabilization during finish grade and landscape the Project Site. • Safely convey runoff from the top of the slope and stabilize disturbed slopes as quickly as possible. • Delineate the Project Site perimeter to prevent disturbing areas outside the project limits. Divert upstream run-on safely around or through the construction. Runoff from the Project

Table 1: Potentially Significant Impacts and Mitigation Measures	
Potentially Significant Impact	Mitigation Measure Reduces Impact to a Less Than Significant Level
	Site should be free of excessive sediment and other constituents. Control tracking at points of ingress to and egress from the Project Site. • Retain sediment-laden waters from disturbed, active areas within the Project Site. • Perform activities in a manner to keep potential pollutants from coming into contact with stormwater or being transported off site to eliminate or avoid exposure. • Store construction, building, and waste materials in designated areas, protected from rainfall and contact with stormwater runoff. Dispose of all construction waste in designated areas, and keep stormwater from flowing onto or off these areas. Prevent spills and clean up spilled materials.
Noise	
Noise-1: Construction Noise Impacts on Sensitive Receptors	**Mitigation NOISE-1:** The following measures shall be implemented to reduce potential construction noise impacts on nearby sensitive receptors: • During all site excavation and grading, the project contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards. • The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.

PROPOSED FINDINGS

The County of Alameda Community Development Agency has determined that with the implementation of mitigation measures identified in this Mitigated Negative Declaration, the proposed Project will not have a significant effect on the environment. If this Mitigated Negative Declaration is adopted by the County of Alameda, the requirements of the California Environmental Quality Act (CEQA) will be considered to have been met by the preparation of this Mitigated Negative Declaration and the Project will not require the preparation of an Environmental Impact Report. This decision is supported by the following findings:

a. The Project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels or threaten to eliminate a plant or animal community. It does not reduce the number or restrict the range of a rare or endangered plant or animal. It does not eliminate important examples of the major periods of California history or pre-history, since there is no identified area at the Project site which is habitat for rare or endangered species, or which represents unique examples of California history or prehistory. In addition, the Project is within the scope of use contemplated in the Castro Valley General Plan and the Project does not have any significant, unavoidable adverse impacts. Implementation of specified mitigation measures will avoid or reduce the effects of the Project on the environment and thereby avoid any significant impacts.

b. The Project does not involve impacts which are individually limited but cumulatively considerable, because the described Project will incorporate mitigation measures to avoid significant impacts of the Project in the context of continued growth and development in the Castro Valley area of Alameda County.

c. The Project does not have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly, because all adverse effects of the Project will be mitigated to an insignificant level.

INITIAL STUDY

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

Environmental factors which may be affected by the Project, as defined by the California Environmental Quality Act are listed alphabetically below. Factors marked with an "X'd-in block (☒) were determined to be potentially affected by the Project, involving at least one impact that has been identified as a "Potentially Significant Impact", as indicated in the Environmental Evaluation Form Checklist and related discussion that follows. Unmarked factors (☐) were determined to not be significantly affected by the Project, based on discussion provided in the Checklist, including the application of mitigation measures which the applicant has agreed to implement.

☐ Aesthetics	☐ Agricultural and Forest Resources	☒ Air Quality
☐ Biological Resources	☒ Cultural Resources	☐ Geology/Soils
☐ Greenhouse Gas	☐ Hazards/Hazardous Materials	☒ Hydrology/Water Quality
☐ Land Use/Planning	☐ Mineral Resources	☒ Noise
☐ Population/Housing	☐ Public Services	☐ Recreation
☐ Transportation/Traffic	☐ Utilities/Service Systems	

☐ Mandatory Findings of Significance

LEAD AGENCY DETERMINATION

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature Date

Albert Lopez, Alameda County Planning Department

ENVIRONMENTAL CHECKLIST

The Checklist portion of the Initial Study begins below, with explanations of each CEQA issue topic. Four outcomes are possible, as explained below.

1. A "no impact" response indicates that no action that would have an adverse effect on the environment would occur due to the Project.
2. A "less than significant" response indicates that while there may be potential for an environmental impact, there are standard procedures or regulations in place, or other features of the Project as proposed, which would limit the extent of this impact to a level of "less than significant."
3. Responses that indicate that the impact of the Project would be "less than significant with mitigation" indicate that mitigation measures, identified in the subsequent discussion, will be required as a condition of Project approval in order to effectively reduce potential Project-related environmental effects to a level of "less than significant."
4. A "potentially significant impact" response indicates that further analysis is required to determine the extent of the potential impact and identify any appropriate mitigation. If any topics are indicated with a "potentially significant impact," these topics would need to be analyzed in an Environmental Impact Report.

This Checklist does not indicate that any environmental topics would be considered to be "potentially significant" after application of mitigation measures identified in this document and as agreed to by the Project sponsor. Therefore, an Environmental Impact Report is not warranted.

1. AESTHETICS Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?				☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				☒
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			☒	

SETTING

The Project site is located in an urban area characterized primarily by commercial land uses. Castro Valley Blvd. is a commercial corridor running generally east-west in the Project vicinity and consisting primarily of local retail storefronts, primarily one-or two story, with off-street parking provided at the rear of the commercial properties. The commercial district is also home to substantial amount of low to mid-rise commercial office buildings and, at the westerly edge of the area, the Eden Hospital medical complex. Auto-oriented gas stations, repair services and fast-food outlets are common along Castro Valley Boulevard. To the north the commercial corridor gives way to residential neighborhoods of medium density that rise in elevation gently , ending at the foot of the southern reaches of the Oakland Hills and Anthony Chabot Regional Park. Homes in the area are typically between 30 and 85 years old. Interstate 580 forms the southern edge of Castro Valley, connecting Oakland and other points to the west with Dublin, Pleasanton, Livermore and other points to the east.

The recently-adopted 2012 Castro Valley General Plan mentions several physical features that reflect the agricultural and small-town character of the area before it became a suburban bedroom community including some remaining agricultural sites, undeveloped hillsides and canyons, neighborhoods with streets without curbs and sidewalks, and mature trees. The shops, restaurants, and small businesses along Castro Valley Boulevard, along with the physical fabric of small buildings, give Castro Valley a unique identity. The Plan states that revitalizing the Castro Valley Central Business District (CBD) is a primary community objective for the next 20 years. The Shared Parking Lot and Daughtrey Building Re-Use Project is seen as an element of the longer range vision for the area. The area has good access to transportation services. It is adjacent to the Redwood Road exit from the I-580 freeway. The proposed parking lot would be approximately two blocks from the Castro Valley BART station at Redwood Road and Northbridge Avenue.

The Project site itself flat, consisting of the rear portions of commercial properties fronting on Castro Valley Boulevard and the Daughtrey Building itself. Existing spaces in the parking lot are poorly marked, if at all, and of uneven size and configuration, some oriented at angles to adjacent buildings, some perpendicular. Some of the parking areas are islands, surrounded by unmarked drive aisles. There is minimal or no lighting. Property line fencing and slight elevation differences prevent vehicular and pedestrian access across property lines. Properties to the east, south and west and adjacent to the Project

site are single and multiple-family residences that front on adjacent streets. The Daughtrey Building sits vacant.

IMPACT DISCUSSION

a) Scenic Vistas

> *Significance Criteria*: For the purpose of assessing impacts of a proposed Project on scenic vistas, the threshold of significance is exceeded when a Project would result in the obstruction of a designated public vista, such as one recognized in a general or specific plan, or the placement of an arguably offensive or negative-appearing project within such a vista.

The Project site is located within an urbanized area with commercial and residential structures surrounding the parking lot on all sides. Scenic vistas of the hills that surround the Castro Valley commercial area are not visible from the Project site, and replacement of existing parking lot pavement or remodeling of the Daughtrey Building would not affect any views or vistas to off-site locations. Therefore, the Project would have ***no impact*** with regard to an adverse effect on a scenic vista.

b) Scenic Resources and Scenic Routes

> *Significance Criteria*: For the purposes of assessing impacts of the Project on scenic resources, the threshold of significance is exceeded by any Project-related action that would substantially damage scenic resources (i.e., trees, rock outcroppings, and historic buildings within a state [or local] scenic highway).

According to the California Department of Transportation, there are no state-designated scenic highways providing views of the Project site. The Project site is also not visible from a scenic route (i.e., Crow Canyon, Cull Canyon, and Lake Chabot roads) identified in the County's 1966 Scenic Route Element. The Project site does not have scenic resources such as trees, rock outcroppings or historic buildings and is not located or visible from a scenic highway. Therefore, the Project would have ***no impact*** with regard to impacts on scenic resources or scenic routes.

c) Visual Character

> *Significance Criteria*: The Project would have a significant environmental impact if it were to substantially degrade the existing visual character or quality of the site and its surroundings.

The parking lot portion of the Project would be located behind existing storefronts facing Castro Valley Boulevard and therefore not overly visible to cars passing by on adjacent streets. Once in the parking lot, however, with its new surface paving, landscaping, night lighting, enclosed trash receptacles and signage, the appearance of the parking lot would reflect a substantial improvement compared with existing conditions. Exterior remodeling of the Daughtrey Building would be limited to new signage, exterior painting and possibly new storefront windows, all of which would be intended to upgrade and improve the physical appearance of the long-vacant building. Implementation of the proposed Project would have a ***beneficial effect*** on the aesthetics of the area.

d) Light and Glare

> *Significance Criteria*: A project would have a significant environmental effect if it would create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

Sources of light and glare in the Project vicinity include interior and exterior building lights, street lights and light and glare associated with vehicular traffic on adjacent streets or using the existing parking lot. The existing level and sources of light and glare in the area are typical of those in a developed commercial street in an urban setting and would not change substantially with the completion of the Project.

Re-use and occupancy of the Daughtrey Building would result in nighttime light emanating from the interior of the storefront along Castro Valley Boulevard, consistent with applicable building code requirements.

In the parking lot, new light standards would be installed to facilitate safe vehicular circulation after sundown and to provide for personal security. Such lighting would be directed downwards and would conform to Alameda County standards which prevent light from spreading across property lines or adversely affecting adjacent residences. Light standards would be oriented internally toward the site so that light would not radiate or emit glare towards the neighboring properties. The illumination intensity of lighting would be sufficient only for the intended purpose. The proposed parking lot light standards, fixtures and illumination intensity and remodeling plans for the Daughtrey Building would be subject to the approval of the County Planning Director prior to issuance of Building Permits. Compliance with this requirement would assure that the Project would have a ***less than significant impact*** with regard to a new source of substantial light and glare.

2. AGRICULTURE AND FORESTRY RESOURCES In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production(as defined by Government Code section 51104(g))?				☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?				☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				☒

SETTING

The Project site is in the center of an urbanized area. The site is completely covered with impervious paved surfaces with no trees or other landscaping.

IMPACT DISCUSSION

a-e) Forests, Farmland, and Williamson Act Contracts

Significance Criteria: The Project would have a significant environmental impact if it would result in the conversion of farmland to non-agricultural use, conflict with current zoning for agricultural or forest use or the provisions of a current Williamson Act contract, result in the loss of forest land or involve any environmental changes that could result in the conversion of farmland currently in agricultural uses to non-agricultural uses or conversion of forest land to non-forest use.

The Project site is designated in the Castro Valley General Plan for commercial uses. None of the parcels

are zoned or used for agricultural or forest purposes. All surrounding properties are already developed with commercial buildings or single or multi-family residences. No farmland designated or otherwise is present. No land on the Project site is under a Williamson Act contract or otherwise designated for agriculture or forestry use. The Project site is surrounded by urban development. The site contains no agricultural resources. Therefore, the Project would have ***no impact*** with regard to the conversion or loss of agricultural or forest resources.

3. AIR QUALITY Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?			☒	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?		☒		
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			☒	
d) Expose sensitive receptors to substantial pollutant concentrations?			☒	
e) Create objectionable odors affecting a substantial number of people?			☒	

SETTING

Weather in Castro Valley is characterized by mild year round temperatures, dry summers, and precipitant fall, winter and spring months. From June to October, thermal inversion conditions occur between 85 and 95 percent of the time during afternoons, which concentrate pollutants into the local atmosphere.

There are no monitoring stations located within Castro Valley. Levels of air quality in this part of Alameda County can be inferred from ambient air quality measurements conducted by the BAAQMD at its nearby monitoring stations, at San Leandro Station and the La Mesa Station in Hayward. Data from these monitoring stations show that the primary regional sources of pollution are emissions from automobiles, aircraft and various industrial processes. Pollutants generated in automobile exhaust include carbon monoxide (CO), nitrogen oxides (NO_x), sulfur oxides (SO), and hydrocarbons (organics) and particulates (PM_x). The most serious pollutant in the Castro Valley area is ozone (a form of oxidant), which is not directly emitted, but is the secondary pollutant formed from a series of reactions involving hydrocarbons, nitrogen oxides, and sunlight.

REGULATORY SETTING

Ambient air quality standards have been established by state and federal environmental agencies for specific air pollutants most pervasive in urban environments. These pollutants are referred to as criteria air pollutants because the standards established for them were developed to meet specific health and welfare criteria set forth in the enabling legislation. The criteria air pollutants of concern in construction projects of this type include ozone precursors (NO_x and ROG), carbon monoxide (CO), and suspended particulate matter (PM_{10} and $PM_{2.5}$).

Toxic Air Contaminants (TACs) are a defined set of airborne pollutants that may pose a present or potential hazard to human health (cancers or acute or chronic non-cancerous effects). TACs are found in ambient air, especially in urban areas, and are caused by industry, agriculture, fuel combustion, and commercial operations (e.g., dry cleaners). TACs are typically found in low concentrations, even near their source. The health effects associated with TACs are quite diverse and generally are assessed locally,

rather than regionally. Because chronic exposure can result in adverse health effects, TACs are regulated at the regional, state, and federal level.

Diesel exhaust is the predominant TAC in urban air, and is estimated to represent about two-thirds of the cancer risk from TACs (based on the statewide average). The California Air Resource Board (CARB) reports that recent air pollution studies have shown an association that diesel exhaust and other cancer-causing toxic air contaminants emitted from vehicles are responsible for much of the overall cancer risk from TACs in California. Particulate matter emitted from diesel-fueled engines (diesel particulate matter [DPM]) was found to comprise much of that risk. In August, 1998, CARB formally identified DPM as a TAC. Fine particulate matter (PM2.5), a component of DPM as well as originating from other sources, is considered by the Bay Area Air Quality Management District (BAAQMD) to be the biggest contributor to public health impacts in this air basin.

In addition to the criteria air pollutants and TACs of concern in air quality analyses, other emissions may not be directly associated with adverse health effects, but are suspected of contributing to "global warming". Global warming has occurred in the past as a result of natural processes, but the term is often used now to refer to the warming predicted by computer models to occur as a result of increased emissions of greenhouse gases (GHG).

The State of California is concerned about GHG emissions and their effect on global warming. The State recognizes that there appears to be a close relationship between the concentration of GHG in the atmosphere and global temperatures and that the evidence for global warming is overwhelming. The effects of global warming on California, in terms of how it would affect the ecosystem and economy, remain uncertain. According to the 2006 Climate Action Team Report[2] the following global warming effects and conditions can be expected in California over the course of the next century:

- A diminishing Sierra snowpack declining by 70 percent to 90 percent, threatening the state's water supply;
- Increasing temperatures from eight to 10.4 degrees Fahrenheit (F) under the higher emission scenarios, leading to a 25 to 35 percent increase in the number of days ozone pollution levels are exceeded in most urban areas;
- Coastal erosion along the length of California and seawater intrusion into the Sacramento River Delta from a four-to 33-inch rise in sea level. This would exacerbate flooding in already vulnerable regions;
- Increased vulnerability of forests due to pest infestation and increased temperatures;
- Increased challenges for the state's important agricultural industry from water shortages, increasing temperatures, and saltwater intrusion into the Delta; and
- Increased electricity demand, particularly in the hot summer months.

The Global Warming Potential (GWP) concept is used to compare the ability of each GHG to trap heat in the atmosphere relative to carbon dioxide (CO2), which is the most abundant GHG. CO2 has a GWP of 1, expressed as CO2 equivalent (CO2e). Other GHGs, such as methane and nitrous oxide are commonly found in the atmosphere at much lower concentrations, but with higher warming potentials, having CO2e ratings of 21 and 310, respectively. Other trace gases, such as chlorofluorocarbons and hydro chlorofluorocarbons, have much greater warming potential. Fortunately these gases are found at much

[2] California Environmental Protection Agency. 2006. *Climate Action Team Report to Governor Schwarzenegger and the Legislature. (*http://www.climatechange.ca.gov/climate_action_team/reports/ 2006-04-03_FINAL_CAT_REPORT.PDF)

lower concentrations and many are being phased out as a result of global efforts to reduce destruction of stratospheric ozone.[3]

State of California and Federal Air Quality Standards

Both the California Air Resource Board and the U.S. Environmental Protection Agency have established ambient air quality standards for common pollutants, including ozone and its precursors (ROG and NOX), CO, PM_{10} and $PM_{2.5}$. These ambient air quality standards represent safe levels that avoid specific adverse health effects associated with each pollutant. For some of these pollutants, notably ozone and PM_{10}, the State standards are more stringent than the national standards.

The San Francisco Bay Area Air Basin is in attainment with all ambient air quality standards except for state and national ozone standards and national particulate matter ambient air quality standards.

In 1988, California passed the California Clean Air Act (CCAA, California Health and Safety Code § 39600 *et seq.*). Under the CCAA, the Bay Area Air Basin is required to have a Clean Air Plan (CAP) to achieve and maintain ozone standards.

AB 32 and the Air Resource Board's Climate Change Scoping Plan

In 2006, the governor of California signed AB 32, the Global Warming Solutions Act, into legislation. The Act requires that California cap its GHG emissions at 1990 levels by 2020.

On December 11, 2008, the California Air Resources Board (ARB) adopted its *Climate Change Scoping Plan* (Scoping Plan), which functions as a roadmap of ARB's plans to achieve GHG reductions in California required by AB 32 through subsequently enacted regulations. The Scoping Plan contains the main strategies California will implement to reduce GHG emissions by 174 million metric tons (MMT), or approximately 30 percent, from the state's projected 2020 emissions level of 596 MMT of CO_2e under a business-as-usual scenario. The Scoping Plan also breaks down the amount of GHG emissions reductions ARB recommends for each emissions sector of the state's GHG inventory. While ARB has identified a GHG reduction target of 15 percent for local governments themselves, it has not yet determined what amount of GHG emissions reductions it recommends from local government land use decisions. However, the Scoping Plan does state that successful implementation of the plan relies on local governments' land use planning and urban growth decisions because local governments have primary authority to plan, zone, approve, and permit land development to accommodate population growth and the changing needs of their jurisdictions. ARB further acknowledges that decisions on how land is used will have large effects on the GHG emissions that will result from the transportation, housing, industry, forestry, water, agriculture, electricity, and natural gas emission sectors. As of April 2010, 14 ARB regulations had been approved, including all nine Discrete Early Actions, which will provide a reduction of approximately 78 MMTCO2e in 2020 (almost 50% of the goal).[4]

Bay Area Air Quality Management District

The project is located within the nine county San Francisco Bay Area Air Basin and therefore within the jurisdiction of the Bay Area Air Quality Management District (BAAQMD). BAAQMD enforces rules and regulations regarding air pollution sources and is the primary agency preparing the regional air quality plans mandated under state and federal law.

The nonattainment status in the region is attributed to the region's development history. Past, present and future development projects contribute to the region's adverse air quality impacts on a cumulative basis. By its very nature, air pollution is largely a cumulative impact. No single project is sufficient in size to, by itself, result in nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. If a project's contribution to

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[3] *Inventory of U.S. Greenhouse Gas Emissions and Sinks: 1990 – 2008*. U.S. EPA. April 15, 2010, Table 2-1: Recent Trends in U.S. Greenhouse Gas Emissions and Sinks.

[4] California Air Resource Board. April 22, 2010. *AB 32 Scoping Plan Implementation Update*. Accessed at http://www.arb.ca.gov/board/books/2010/042110/10-4-1pres.pdf

the cumulative impact is considerable, then the project's impact on air quality would be considered significant.

The most recent update to the Clean Air Plan (CAP) was adopted in September 2010. The *2010 Clean Air Plan* addresses nonattainment of the national 1-hour ozone standard in the San Francisco BayArea Air Basin. The purpose of the *2010 Clean Air Plan* is to:

1. Update the Bay Area 2005 Ozone Strategy in accordance with the requirements of the California Clean Air Act to implement "all feasible measures" to reduce ozone;

2. Consider the impacts of ozone control measures on particulate matter (PM), air toxics, and greenhouse gases in a single, integrated plan;

3. Review progress in improving air quality in recent years;

4. Establish emission control measures to be adopted or implemented in the 2009-2012 timeframe.

Similarly, the BAAQMD prepared the 2010 Clean Air Plan to address nonattainment of the California ambient air standards.

BAAQMD also provides a document titled *California Environmental Quality Act Air Quality Guidelines* ("Guidelines"), which provides guidance for consideration by lead agencies, consultants, and other parties evaluating air quality impacts in the San Francisco Bay Area Air Basin conducted pursuant to CEQA. The document provides guidance on evaluating air quality and GHG impacts of development projects and local plans, determining whether an impact is significant, and mitigating significant impacts.

BAAQMD's updated CEQA Guidelines including thresholds of significance were adopted on June 2, 2010.[5] On March 5, 2012 the Alameda County Superior Court issued a judgment finding that BAAQMD had failed to comply with CEQA when it adopted its 2010 Thresholds. The court did not determine whether the Thresholds were valid on the merits, but found that the adoption of the Thresholds was a project under CEQA. The court issued a writ of mandate ordering BAAQMD to set aside the Thresholds and cease dissemination of them until BAAQMD had complied with CEQA.

The 2010 Thresholds are more conservative than the previous 1999 version and have been used in this analysis for a conservative determination of impact significance.

Alameda County Climate Change Leadership Strategy Resolution

The project is located in Alameda County. On June 6, 2006 the Alameda County Board of Supervisors unanimously adopted a resolution establishing a County Climate Change Leadership Strategy. This resolution commits the County to reduce its contribution of climate-changing gases such as carbon dioxide. Key elements of the strategy include:

- Conduct a GHG emissions inventory and forecast;
- Establish County GHG emissions reduction targets;
- Develop an implementation plan to meet the County GHG reduction targets;
- Implement the plan;
- Monitor and review progress;
- Require a collaborative cross-agency approach to develop and implement plans to achieve greenhouse gas reduction targets and to prepare for future effects of global warming;
- Provide administrative oversight for the effort and establish the cross-agency Sustainability Executive Committee a cross-agency Climate Action Team;

[5] Bay Area Air Quality Management District. June 2, 2010. News Release http://www.baaqmd.gov/~/media/Files/Communications%20and%20Outreach/Publications/News%20Releases/2010/ceqa_100602.ashx.

- Require that agencies and associated entities should actively participate in meeting GHG reduction targets;
- Require that global warming mitigation and adaptation strategies will be integrated into key County planning processes, budgeting, and training when possible or appropriate;
- Require that the County of Alameda share urgent concerns and key things learned with businesses, the public, and other government agencies (e.g., EBMUD); and
- Encourage other local governments throughout the United States to adopt a similar resolution.

The project is subject to the overall goals of the resolution.

IMPACT DISCUSSION

b/c) Violate Air Quality Standards or Contribute to Cumulative Increase in Criteria Pollutants

> *Significance Criteria*: The Project would be considered to have a significant impact if it were to violate any air quality standard, contribute substantially to an air quality violation, or result in cumulatively considerable net increase of any criteria pollutant for which the project region is under an applicable federal or state ambient air quality standard.

Ambient air quality standards have been established by state and federal environmental agencies for specific air pollutants most pervasive in urban environments. These pollutants are referred to as criteria air pollutants because the standards established for them were developed to meet specific health and welfare criteria set forth in the enabling legislation. The criteria air pollutants that could be emitted as a result of the Project include ozone (O3) precursors (NOx and ROG), carbon monoxide (CO), nitrogen dioxide (NO2), and suspended particulate matter (PM10 and PM2.5). Other criteria pollutants, such as lead (Pb) and sulfur dioxide (SO2), would not be substantially emitted by the proposed Project, and air quality standards for them are being met throughout the Bay Area. The Bay Area is considered "attainment" for all of the national standards, with the exception of ozone. It is considered "nonattainment" for State standards for ozone and particulate matter.

Current thresholds of significance for criteria air pollutants are summarized in **Table 2** below:

TABLE 2: BAAQMD CRITERIA POLLUTANT THRESHOLDS OF SIGNIFICANCE

Pollutant	Construction-Related	Operational-Related	
Criteria Air Pollutants and Precursors (Regional)	Average Daily Emissions (lb/day)	Average Daily Emissions (lb/day)	Maximum Annual Emissions (tpy)
ROG	54	54	10
NOX	54	54	10
PM10	82 (exhaust only)	82	15
PM2.5	54 (exhaust only)	54	10
PM10/PM2.5 (fugitive dust)	Best Management Practices	None	
Local CO	None	9.0 ppm (8-hour average), 20.0 ppm (1-hour average)	
Source: BAAQMD Adopted Air Quality CEQA Thresholds of Significance - June 2, 2010			

Project-related air quality impacts fall into two categories: short-term impacts that would occur during construction of the Project and long-term impacts due to Project operation. Each is discussed separately below.

Construction-Period Criteria Pollutants

Construction-period emissions for criteria pollutants have been calculated using the Urban Land Use Emissions Model (URBEMIS2007). Calculation sheets can be found in **Attachment B**.

TABLE 3: AVERAGE DAILY REGIONAL AIR POLLUTANT EMISSIONS, CONSTRUCTION PERIOD (unmitigated pounds per day)

Description	ROG	NO_X	PM_{10} *	$PM_{2.5}$ *
Project Construction	2.60	19.12	1.10	1.01
2010 BAAQMD Thresholds	*54*	*54*	*82*	*54*

* Applies to exhaust emissions only, not fugitive dust.

Source: Lamphier-Gregory compiled URBEMIS results included in Attachment B.

As indicated in **Table 3**, above, construction of the Project would result in maximum unmitigated emissions of 2.60 lbs/day ROG, 19.12 lbs/day NO_x and construction-period exhaust emissions of 1.01 lbs/day $PM_{2.5}$ and 1.10 lbs/day PM_{10} (fugitive dust emissions are calculated separately below). These emissions levels are below BAAQMD thresholds presented in **Table 2** and are therefore determined to be a ***less-than-significant*** impact.

However, BAAQMD recommends implementation of construction mitigation measures to reduce construction-related emissions for all projects, regardless of the significance level of construction-period impacts. These basic measures are included in Mitigation Measure Air-1, below and would further reduce construction period criteria pollutant impacts.

Fugitive Dust from Construction Activities

The proposed Project would result in a significant but short-term, temporary impact on air quality from construction-related particulate matter (PM) related to fugitive dust, and from construction-period machinery exhaust. Earth-moving activities can result in fugitive dust, which contributes to particulate matter levels. Construction-period dust emissions of up to 2.84 pounds per day $PM_{2.5}$ and 13.60 pounds per day PM_{10} have been calculated using the URBEMIS2007 model (raw output can be found in **Attachments B**). BAAQMD does not have a threshold of significance for fugitive dust impacts, but instead regards fugitive dust impacts to be mitigated if appropriate management practices are implemented.

Impact Air-1: **Construction Dust and Exhaust**. Construction activity involves a high potential for the emission of air pollutants. Construction activities would generate exhaust emissions from vehicles/equipment and fugitive dust particles that could affect local air quality.

Mitigation

Air-1: **Basic Construction Management Practices**.

The Project shall demonstrate compliance with all applicable regulations and operating procedures prior to issuance of building or grading permits, including implementation of the following BAAQMD "Basic Construction Mitigation Measures".

a) All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.

b) All haul trucks transporting soil, sand, or other loose material off-site shall be covered.

c) All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

d) All vehicle speeds on unpaved roads shall be limited to 15 mph.

e) All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.

f) Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.

g) All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.

h) Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

The BAAQMD significance thresholds for construction dust impacts are based on the appropriateness of construction dust controls. With implementation of the Basic Construction Mitigation Measures listed in Mitigation Measure Air-1, fugitive dust emissions for construction activities would be considered ***less than significant with mitigation***. Because construction-period emissions do not exceed applicable significance thresholds, additional construction mitigation measures would not be required.

Operational Emissions

The reconfiguration and reconstruction of the parking lot would not result in direct quantifiable changes to operational emissions as it would not be considered to have changed traffic levels or related emissions or changed emissions related to its operation. While the improvements to the parking lot could attract more people to nearby stores or other local land uses, these changes could also result in less driving and idling to the extent that patrons could find parking more quickly and avoid having to search for available off-street or on-street parking elsewhere. It is also possible that emissions associated with vehicle idling, travel time and miles traveled could be reduced as a result of improved pedestrian access to nearby stores from the new parking lot since patrons would no longer need to move their parked vehicles from one parking lot to another. These factors would likely result in reduced emissions levels.

With regard to operational emissions resulting from the re-use and occupancy of the Daughtrey Building, the leasable area, at approximately 25,100 square feet, is below the BAAQMD screening level of 76,000 square feet for a "free-standing discount store" - the land use category most closely related to the proposed future use of the building.[6] Projects that are below the screening level size provided in the BAAQMD Guidelines are considered to have less than significant operational level impacts involving criteria air pollutants.

In light of the foregoing discussion, operational emissions of criteria pollutants and precursors are considered ***less than significant***.

[6] Bay Area Air Quality Management District, *California Environmental Quality Act, Air Quality Guidelines, May 2011*, Table 3-1.

a) Consistency with the Air Quality Plan

Significance Criteria: The Project would be considered to have a significant impact if it would conflict with or obstruct implementation of the applicable air quality plan.

The Project site is subject to the Bay Area Clean Air Plan (CAP), first adopted by the Bay Area Air Quality Management District (BAAQMD) (in association with the Metropolitan Transportation Commission and the Association of Bay Area Governments) in 1991 to meet state requirements and those of the Federal Clean Air Act. As required by state law, updates are developed approximately every three years. The plan is meant to demonstrate progress toward meeting the ozone standards, but also includes other elements. The latest update to the plan, which was adopted in September 2010, is called the Bay Area 2010 Clean Air Plan. The plan includes the following:

- Updates the recent Bay Area 2005 Ozone Strategy in accordance with the requirements of the California Clean Air Act to implement "all feasible measures" to reduce ozone;
- Provide a control strategy to reduce ozone, particulate matter (PM), TACs, and greenhouse gases in a single, integrated plan;
- Review progress in improving air quality in recent years; and
- Establish emission control measures to be adopted or implemented in the 2010-2012 timeframe.

A project would be judged to conflict with or obstruct implementation of the regional air quality plan if it would be inconsistent with the growth assumptions of the CAP related to population, employment or regional growth in Vehicle Miles Traveled. The County's General Plan designations and future land use types and intensities, including those of the Castro Valley Central Business District Specific Plan (CVCBD SP), were accounted for when the BAAQMD's 2010 CAP was adopted. Because the Project is intended to support the goals and objectives of the CVCBD SP, the Project would be consistent with land use projections used in the latest CAP. The Project, therefore, would be consistent with the CAP and have a ***less than significant*** impact of any conflict with the CAP.

d) <u>Sensitive Receptors</u>

Significance Criteria: The project would be considered to have a significant impact if it would expose sensitive receptors to substantial pollutant concentrations.

For the purpose of assessing impacts of a proposed Project on exposure of sensitive receptors to risks and hazards, the threshold of significance is exceeded when the project-specific cancer risk exceeds 10 in one million or the non-cancer risk exceeds a Hazard Index of 1.0 and ambient PM2.5 increases greater than 0.3 micrograms per meter squared annual average. Examples of sensitive receptors are places where people live, play or convalesce and include schools, hospitals, residential areas and recreation facilities.

Toxic Air Contaminants (TACs) are a defined set of airborne pollutants that may pose a present or potential hazard to human health (cancers or acute or chronic non-cancerous effects). TACs are found in ambient air, especially in urban areas, and are caused by industry, agriculture, fuel combustion, and commercial operations (e.g., dry cleaners). TACs are typically found in low concentrations, even near their source. The health effects associated with TACs are quite diverse and generally are assessed locally, rather than regionally. Because chronic exposure can result in adverse health effects, TACs are regulated at the regional, state, and federal level.

Diesel exhaust is the predominant TAC in urban air, and is estimated to represent about two-thirds of the cancer risk from TACs (based on the statewide average). The California Air Resource Board (CARB) reports that recent air pollution studies have shown an association that diesel exhaust and other cancer-causing toxic air contaminants emitted from vehicles are responsible for much of the overall cancer risk from TACs in California. Particulate matter emitted from diesel-fueled engines (diesel particulate matter [DPM]) was found to comprise much of that risk. In August, 1998, CARB formally identified DPM as a

TAC. Fine particulate matter (PM2.5), a component of DPM as well as originating from other sources, is considered by the Bay Area Air Quality Management District (BAAQMD) to be the biggest contributor to public health impacts in this air basin.

As a construction project that will remodel and re-occupy a vacant commercial building and reorganize and improve a parking lot area with no change to the related uses or their emissions related to traffic, the project would not be considered to have substantial emission of TACs during operation, nor would it be considered a sensitive use.

Construction activity that uses traditional diesel-powered equipment such as bulldozers, generators and delivery trucks results in the emission of DPM, including fine particulate matter. However, construction activities do not require a permit from BAAQMD as an emissions source. Due to the variable nature of construction activity, the generation of Toxic Air Contaminant (TAC) emissions would be temporary, especially considering the short amount of time such equipment would be required for this project (3.5 months), resulting in limited exposure of sensitive receptors to substantial concentrations.

BAAQMD recommends assessment of community risks and hazards within a 1,000 foot radius of a project boundary. There are residences, which are considered a sensitive use, within fifty feet of the project site.

The modeling of carcinogenic or chronic health risks is based upon long-term exposure and becomes inaccurate when used for shorter durations. The intended shortest duration for these modeling techniques is nine years. However, in reality, the local air districts in California are frequently assessing risk from short term activities related to construction, mitigation of contaminated soils, and so forth. BAAQMD has adopted the recommendations of the California Office of Environmental Health Hazard Assessment (OEHHA) and recommends use of the models for down to a minimum of 2 years of exposure.

The health risk models would not be accurate for an exposure duration of 3.5 months and the minimum 2 year period would be so much longer as to be unrelated to actual potential risks from the proposed Project. Therefore, the potential health risk is discussed qualitatively below.

BAAQMD has provided Screening Tables for Air Toxics Evaluation During Construction (BAAQMD, Version 1.0, May 2010) to estimate the potential for significant air quality health risk impacts associated with construction activity based on general project characteristics, such as type and size and includes worst-case and conservative assumptions. The table is specifically not intended to be used for projects substantially different from the residential, commercial and industrial projects included. Therefore, the table cannot be used for directly for this project. A brief comparison is included below for discussion purposes.

The smallest project included in this screening table is construction of a 5 unit residential project on 1.7 acres. This includes site preparation and paving as well as building construction. The screening table reports that under worst-case conditions, there is the potential for significant health risk if a sensitive receptor is located within 95 or 100 meters (up to 328 feet) of such a construction site.

The duration of this construction project would be approximately 3.5 months, which is considerably shorter than that able to be accurately modeled from a health risk perspective. As discussed above, BAAQMD used construction period durations of at least 2 years for this screening table. While it is inappropriate to use this table to quantify an approximate risk for such a different project than those listed, it stands to reason that emissions and the resultant health risks from this shorter 3.5 month exposure period would be substantially less than emissions over a 2 year period.

Given that the exposure duration would be shorter than that able to be accurately modeled and substantially shorter than projects in BAAQMD's screening table, it can reasonably be assumed that the potential health risk from construction-period emissions would be ***less than significant***.

e) Objectionable Odors

Significance Criteria: The Project would result in a significant environmental impact if it were to create objectionable odors affecting a substantial number of people.

During construction diesel-powered vehicles and equipment would create odors that some may find objectionable. These odors would be temporary and not likely to be noticeable much beyond the Project site's boundaries. The Project would not contain any major sources of odor during the operational period. For these reasons, the potential for objectionable odor impacts is considered ***less than significant***.

4. BIOLOGICAL RESOURCES Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?				☒
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				☒

SETTING

The Project site is in the Castro Valley area of Alameda County, an unincorporated community bounded by the MacArthur Freeway (I-580) on the south, the City of Hayward on the southwest, Anthony Chabot Regional Park on the north, and the Eden Canyon area and City of Dublin on the east. The Project site is comprised of existing surface parking lots totaling approximately 1.8-acres located at the rear of commercial lots that front on the south side of Castro Valley Boulevard. Adjacent to the parking lots are single family and multi-family residential structures that front on nearby streets - Charles Street, to the west, Ashfield Avenue to the south and Wilbeam Avenue to the east. The Project would combine the existing rear parking areas, remove existing paving, grade the area to integrate site elevations and accommodate new site drainage infrastructure and landscaping and then install new paving and night lighting**.** This is a fully urbanized area with rear yard landscaping on the adjacent residential properties providing the only natural elements. No trees or other landscaping would be removed to accommodate the Project.

REGULATORY SETTING

This section provides an overview of the laws and regulations that influence biological resources. Many of these regulations would not apply to the Project because sensitive biological resources are not present at the Project site.

Federal Endangered Species Act

The U.S. Fish and Wildlife Service (USFWS) has jurisdiction over species listed as threatened or endangered under the federal Endangered Species Act (ESA). Section 9 of the Act protects listed species from *take*, which is broadly defined as actions to "harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct." For any project involving a federal agency in which a listed species could be affected, the federal agency must consult the USFWS in accordance with Section 7 of the ESA; USFWS then issues a biological opinion (BO) and, if the Project does not jeopardize the continued existence of the listed species, issues an incidental take permit. When no federal context is present, proponents of a project affecting a listed species must consult with USFWS and apply for an incidental take permit under Section 10 of the ESA. Section 10 requires an applicant to submit a habitat conservation plan (HCP) that specifies project impacts and mitigation measures.

Section 404 of the Clean Water Act

The U.S. Army Corps of Engineers (ACOE) and the U.S. Environmental Protection Agency (EPA) regulate the discharge of dredged or fill material into waters of the United States, including wetlands, under Section 404 of the Clean Water Act (CWA). Waters of the United States include wetlands, lakes, and rivers, streams, and their tributaries. Wetlands that fall under the jurisdiction of the ACOE (referred to as "jurisdictional wetlands") are defined as areas "inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions" Areas not considered to be jurisdictional waters include, for example, non-tidal drainage and irrigation ditches excavated on dry land, artificially-irrigated or created bodies such as small ponds, lakes or swimming pools, and water-filled depressions. (33 CFR 328.3; 40 CFR 230.3).

Project proponents must obtain a permit from ACOE for all discharges of fill material into waters of the United States, including jurisdictional wetlands, before proceeding with a proposed action. If wetlands are jurisdictional and could be filled as part of the Project, ACOE may issue either an individual permit or general permit. Individual permits are prepared on a project-specific basis for projects that are expected to have adverse effects on the aquatic environment. If federally listed species are associated with the wetlands, ACOE is more likely to require an individual permit. General permits are prior-authorized permits issued to cover similar activities that are expected to cause only minimal individual and cumulative adverse environmental effects.

A Section 404 permit may not be required if the Project avoids the discharge of any fill material into waters of the United States, including wetlands. If the Project cannot be designed to avoid the discharge of fill or excavating in waters of the United States, including wetlands, a Section 404 permit must be obtained.

The following conditions would need to be met as part of the Section 404 permitting process:

- procurement of Section 401 water quality certification from the Regional Water Quality Control Board;
- compliance with the federal ESA, involving consultation with USFWS if the Project is likely to jeopardize the continued existence of a threatened or endangered species or its critical habitat; and
- compliance with the requirements of Section 106 of the National Historic Preservation.

California Department of Fish and Game (CDFG)

CDFG has jurisdiction over species listed as threatened or endangered under the California Endangered Species Act (CESA). Proponents of a project affecting a state-listed species are required to consult with DFG, which issues a management authorization and incidental take permit under Section 2081 of the California Fish and Game Code.

CDFG also regulates activities that would interfere with the natural flow of, or substantially alter the channel, bed, or bank of a lake, river, or stream. These activities are regulated under California Fish and Game Code Section 1601 for public agencies and Section 1603 for private entities. Requirements to protect the integrity of biological resources and water quality are often conditions of streambed alteration agreements.

While CDFG does not specifically regulate the discharge of fill material into wetlands (or waters of the state), impacts on these sensitive habitats could be considered significant under CEQA, depending on the magnitude of impact. CDFG, as a trustee agency under CEQA, could require mitigation if the Project results in significant impacts on wetlands.

California Regional Water Quality Control Board

The San Francisco Bay Water Quality Control Board (Water Board) has regulatory authority over wetlands and water ways under both the Federal Clean Water Act (CWA) and the State of California's Porter-Cologne Water Quality Control Act (California Water Code, Division 7). Under the CWA, the Water Board has regulatory authority over actions in waters of the United States, through the issuance of water quality certifications under Section 401 of the CWA which are issued in conjunction with permits issued by the Army Corps of Engineers (ACOE) under Section 404 of the CWA. When the Water Board issues Section 401 certifications, it simultaneously issues general Waste Discharge Requirements for the project, under the Porter-Cologne Water Quality Control Act. Activities in areas that are outside of the jurisdiction of the ACOE (e.g., isolated wetlands, vernal pools, seasonal streams, intermittent streams, channels that lack a nexus to navigable waters, or stream banks above the ordinary high water mark) are regulated by the Water Board under the authority of the Porter-Cologne Water Quality Control Act. Activities that lie outside of ACOE jurisdiction may require the issuance of either individual or general waste discharge requirements.

California Environmental Quality Act

CEQA is the regulatory framework by which California public agencies identify and mitigate significant environmental impacts. A project normally would have a significant environmental effect if it substantially affects a rare or endangered species or the habitat of that species; substantially interferes with the movement of resident or migratory fish or wildlife; or substantially diminishes habitat for fish, wildlife, or plants. CEQA Guidelines define rare, threatened, or endangered species as those listed under ESA or CESA, as well as any other species that meet the criteria set by the resource agencies or by local agencies (e.g., DFG-designated *species of special concern*). The CEQA Guidelines state that the lead agency preparing an environmental review document must consult with and receive written findings from CDFG concerning project impacts on species that are listed as endangered or threatened. The effects of proposed projects on special-status species and sensitive biological communities occurring on a project site are important in determining whether a project has significant environmental impacts under CEQA.

IMPACT DISCUSSION

a/b) Special-Status Species and Riparian Habitat

Significance Criteria: The Project would have a significant environmental impact if it were to have (a) a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service, or (b) have a substantial adverse effect on any riparian habitat or other sensitive natural community

identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service

The Project site is situated in an urbanized setting. The proposed parking lot is currently used as several private and separate parking areas, each one serving the businesses located on its same lot. The proposed parking lot is surrounded on all sides by existing buildings and urban uses, including the vacant Daughtrey Building which would undergo interior and exterior remodeling. There is no native habitat nearby. There are no oak/riparian woodlands or creeks on or adjacent to the Project site. Therefore, the Project would have ***no impact*** with regard to protected species, habitat modification, riparian habitat or identified natural communities.

c) Wetlands

Significance Criteria: The Project would have a significant environmental impact it were to have a substantial adverse effect on any federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.

The Project site consists of level, paved, urbanized land without any topographical conditions conducive to wetland formation. There are no wetlands on the Project site and no wetlands would be affected by the Project. There would be ***no impact*** with regard to wetlands.

d) Wildlife Corridors/Nursery Sites

Significance Criteria: The Project would have a significant environmental impact if it were to interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native nursery sites.

Oak riparian woodland, coastal scrub and grassland vegetation serve as the primary wildlife movement corridors for common and special-status wildlife species within the Castro Valley area. Most of these corridors are located many miles to the east of Castro Valley. Non-native dominant habitats also may serve as movement corridors when continuous with habitats supporting native vegetation. As shown on Figures 7-1 and 7-2 of the recently-adopted Castro Valley General Plan, none of the sensitive biological resource areas known to exist within the Castro Valley area are on or near the Project site and the Project site is not included within the Biological Resources Overlay Zone.[7] The Project site is not continuous with habitats supporting native vegetation. The Project site is surrounded by urban development and for these reasons, the Project would have ***no impact*** with regard to wildlife corridors.

e/f) Conflict with Biological Resource Protection Policies or Habitat Conservation Plans

Significance Criteria: The Project would have a significant environmental impact if it were to conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance or conflict with the provisions of an adopted Habitat Conservation Plan (HCP), Natural Community Conservation Plan (NCCP), or other approved local, regional, or state habitat conservation plan.

There are no trees on the Project site and therefore the Alameda County Tree Ordinance (Chapter 12.11) would not apply. The Castro Valley General Plan contains numerous policies that address biological resources but none are applicable to the Project because the protected resources (native plant life and wildlife habitat, native woodland community, riparian areas and wetlands) are not present. There is no Habitat Conservation Plan applicable to the Project site. Therefore, the Project would have ***no impact*** regarding conflicts with local policies and ordinances or conflicts with Habitat Conservation Plans.

[7] Alameda County, *Castro Valley General Plan*, March, 2012, Figures 7-1 and 7-2, at pp. 7-9 and 7-10.

5. CULTURAL RESOURCES Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in Public Resources Section 15064.5?				☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Public Resources Section 15064.5?		☒		
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		☒		
d) Disturb any human remains, including those interred outside of formal cemeteries?		☒		

SETTING

The 2012 Castro Valley General Plan describes Castro Valley has having a rich cultural history that predates the late 18th century exploration of the region by Spanish expeditions. In addition to the style and pattern of the built environment, the area's natural features have helped to define this important aspect of the community's character. Archaeological research shows that the area was probably once occupied by Chochenyo-speaking members of the Costanoan groups who found the central basin of the San Lorenzo watershed, surrounded by rolling hills and steep canyons, to be an ideal location for hunting and fishing. The Native American resources that have been discovered on ridges, mid-slope terraces, and near water courses such as San Lorenzo, Cull, and Crow Creeks provide evidence of their presence.

During the 19th century, Spanish ranchers found that the grassy hills surrounding the valley were ideal grazing lands. The region's topography also provided protection from San Francisco Bay winds, creating a temperate climate that was particularly well-suited for raising chickens. The climate and soils created optimal conditions for cultivating vegetables and fruit orchards while proximity to the redwood groves that flourished in the nearby East Bay hills stimulated the development of logging and sawmill operations. Until the early part of the 20th century, much of the land in the area was devoted to grazing and, well into the last century, the primary land uses were agricultural. By the end of the 1920's, Castro Valley was one of northern California's primary poultry industry centers.

The 2012 Castro Valley General Plan states that there are numerous recorded archaeological resources within Castro Valley. A list of potential landmarks and contributing buildings includes 19 in Castro Valley. Another 21 properties have been identified as potential structures of merit. In all, 56 properties are on a list of sites in the unincorporated area that the County Parks, Recreation, and Historic Resources Commission (PRHC) has selected for documentation.[8]

Because the Project site involves an area greater than 10,000 square feet, and to comply with Action 5.6-4 of the 2012 Castro Valley General Plan, a data request was submitted to the Northwest Information Center at Sonoma State University to determine if there have been any cultural resource studies of the Project site. Research by the NWIC found "… no record of any cultural resources studies that cover the

[8] *Castro Valley General Plan*, Alameda County, 2012, pp. 5-42 - 5-44.

Castro Valley Shared Parking Lot and Daughtrey Building Re-Use Project area. This Project area contains no recorded archaeological resources. The State Office of Historic Preservation Historic Property Directory (OHP HPD) (which includes listings of the California Register of Historical Resources, California State Historical Landmarks, California State Points of Historical Interest, and the National Register of Historic Places) includes no recorded buildings or structures within the proposed project area. In addition to these inventories, the NWIC base maps show no recorded buildings or structures." [9] The letter report went on to state that "Review of historical literature and maps gave no indication of the possibility of historic-period archaeological resources within the project area. While the general vicinity of the proposed project underwent early development during the mid to late 19th century, maps from those eras and from the early 20th century fail to show any buildings or structures with the proposed project area. With this in mind, there is a low potential of identifying unrecorded historic-period archaeological resources in the proposed project area."[10]

The Project site is comprised of the Daughtrey Building plus the rear surface parking lots totaling approximately 2.18-acres located in a heavily urbanized area on the south side of Castro Valley Boulevard, the commercial center of Castro Valley. Except for the remodeling of the Daughtrey Building, structures on the Project site would not be modified or affected by the Project, only the rear surface parking areas which would be consolidated into one integrated parking lot with clearly delineated drive aisles, parking spaces and landscaping.

IMPACT DISCUSSION

a-d) Potential Disturbance to Historical Resources, Archaeological or Paleontological Resources or Remains

Significance Criteria: The Project would have a significant environmental impact if it were to cause a substantial adverse change in the significance of a historical resource as defined in §15064.5, cause a substantial adverse change in the significance of an archaeological resource as defined in CEQA Guidelines §15064.5, directly or indirectly destroy a unique paleontological resource or unique geologic feature, or disturb any human remains, including those interred outside of formal cemeteries.

The Shared Parking Lot and Daughtrey Building Re-Use Project would affect only the remodeling of the Daughtrey Building and the rear parking areas behind the other commercial properties that front on Castro Valley Boulevard and Wilbeam Avenue. The parking areas are not identified on the 2003 Alameda County Parks and Historic Sites Directory, 2012 Castro Valley General Plan, or 2007 Preliminary List of Properties Recommended for Inclusion in the Proposed Alameda County Register. Consequently, the proposed remodeling of the Daughtrey Building and the removal and replacement of the surface parking areas at the rear of these properties would have ***no impact*** regarding historical resources.

With regard to archaeological resources, the book titled "*Archaeology in Alameda County: A Handbook for Planners*" (1976) identifies the Project site as "moderate" in sensitivity for potential archaeological resources. For this level of sensitivity and when a project involves grading, a pre-construction survey is not warranted. However, it is possible that during project grading and construction activities, archaeological or paleontological remains could be encountered, and should this occur it would be considered a significant impact. For this reason, the record search request was submitted to the NWIC. Their response confirms the absence of historical resources at the project site and confirms the low

[9] Record search results for the proposed Castro Valley Shared Parking Lot project, Project No. 2908 Task Order #12, letter report submitted to Nathaniel Taylor, Lamphier-Gregory from Bryan Much, Assistant Coordinator, Northwest Information Center, Sonoma State University, April 17, 2013, p. 1. See **Attachment C**.

[10] Ibid., p. 2.

probability of encountering archaeological resources because the site is "…not located near sources of water or ecotones or other productive resource environments."[11]

With regard to human remains, there is no basis to anticipate that during the removal of existing pavement on the Project and disturbance of soil during grading activities that human remains might be encountered. However, as with historic, archaeological and paleontological resources, there is always the possibility that human remains could be encountered. Disturbance of archaeological resources, paleontological resources or human remains would be considered an environmental impact.

Mitigation

CULTURAL-1: **Cultural Resource Protection Procedures.** The Project sponsor or the contractor shall provide in the construction contracts that grading and trenching crews would be required to implement the following procedures in the event that archaeological or paleontological resources or human remains are encountered during grading or site disturbance activities:

- Immediately halt or relocate excavations and contact a qualified archaeologist to inspect the site. If the archaeologist determines that potentially significant archaeological materials or human remains are encountered, the archaeologist must record, recover, retrieve, and/or remove any archaeological materials;
- The archaeologist must study any archaeological resources found onsite and publish data concerning these resources;
- If human remains are found onsite, Applicant must notify the Ohlone Most Likely Descendants, as designated by the California Native American Heritage Commission; the coroner shall be called and the archaeologist shall provide safe and secure storage of these remains while on-site, in the laboratory and otherwise, and shall consult with the Native American representatives regarding either onsite reburial of the remains or other arrangements for their disposition;
- The archaeologist shall provide a copy of documentation of all recovered data and materials found on-site to the regional information center of the California Archaeological Inventory (CAI) for inclusion in the permanent archives, and another copy shall accompany any recorded archaeological materials and data.
- If any historic artifacts are exposed, the archaeologist shall record the data and prepare a report to be submitted to the local historical society.
- Monitoring for these measures must be performed by Applicant on a continual basis during construction. At the completion of work, Applicant will submit a summary of findings to the Planning Director for review and for the final record.
- If human remains are found within the project site, they will be handled according to Section 7050.5 of the Health and Safety Code or, if the remains are Native American, Section 5097.98 of the Public Resources Code as per CEQA Section 15064.5(d). This would be a standard condition of the Project

Compliance with the above described procedures would assure that any potential impact resulting from the disturbance or loss of archaeological or paleontological resources and/or human remains would be ***less-than-significant***.

[11] Ibid., p. 2.

6. GEOLOGY AND SOILS Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42)				☒
ii) Strong seismic ground shaking?			☒	
iii) Seismic-related ground failure, including liquefaction?			☒	
iv) Landslides?				☒
b) Result in substantial soil erosion or the loss of topsoil?				☒
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			☒	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			☒	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				☒

SETTING

The Project site is located in a seismically active area and may be subject to moderate to strong ground shaking. An active trace of the Hayward earthquake fault is located approximately one mile west of the Project site. Other earthquake faults in the region include the Calaveras fault, mapped 8 miles to the east, the Concord fault, mapped 16 miles to the north, the Greenville fault, mapped 20 miles to the east, and the San Andreas fault, mapped 19 miles to the southwest.

Information concerning the geologic conditions in proximity to the Site was obtained from a Phase I Environmental Site Assessment, prepared for Alameda County Redevelopment Agency in 2010 regarding the Daughtrey Building located at 3295 Castro Valley Boulevard, which is an integral part of the Project.[12] The Site is situated within the central portion of the Coast Ranges Geomorphic Province and is located in the eastern portion of the San Francisco Bay Area approximately six miles east of San Francisco Bay. The east San Francisco Bay Area is bordered by the San Francisco Bay to the west and north, the Diablo Range to the east, and the Santa Clara Valley to the south. The geologic map indicates

[12] Phase I Environmental Site Assessment - 3295 Castro Valley Boulevard Castro Valley, California, Geocon Consultants, September 2010.

that the Site is underlain by Quaternary alluvial fan and fluvial deposits. Soils in the Project site consist of Clear Lake clay, comprised predominately of clay which has a very slow infiltration rate and is poorly drained.[13]

IMPACT DISCUSSION

a) Seismic Hazards

Significance Criteria: The Project would have a significant environmental impact if it were to expose people or structures to potential substantial adverse effects associated with the surface rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure or landslides.

The Project site is not located within a mapped Alquist-Priolo Active Fault Zone, and there are no active faults that traverse the site. Therefore, there would be ***no impact*** anticipated due to rupture of a known fault.

While the site is susceptible to strong seismic ground shaking, potential effects would be ***less than significant*** because (a) the Parking Lot element of the Project does not involve the construction of any habitable structures and (b), the Daughtrey Building involves only interior and exterior remodeling and all such work would be implemented in accordance with current Building Code requirements, including any structural upgrades as may be required to conform to current seismic resistance standards.

The potential for seismically-induced ground failure due to potential liquefaction or other subsurface conditions such as subsidence would be ***less than significant*** because the Parking Lot element of the Project does not involve any habitable structures and because standard soils engineering compaction criteria and construction techniques required by the Uniform Building Code would ensure integrity of the light standards and new surface pavement. As to the Daughtrey Building, it was constructed in the mid-1960s and has withstood seismic events during its nearly 50-year lifetime; any potential for the ground under the Daughtrey Building to be susceptible to liquefaction or subsidence would have evidenced itself and none have.

There would be no risk of impacts related to landslides or mudslides because the site and surrounding area is essentially flat. ***No impact***.

b) Erosion or Loss of Topsoil

Significance Criteria: The Project would result in a significant environmental impact if it were to result in substantial soil erosion or in the loss of topsoil.

Except for areas to be reserved for shrubs and other landscaping, when construction is complete, the Project site would be entirely paved with either pervious or impervious materials and therefore on-site soils would not be subject to erosive forces. The site and surroundings are essentially level and the nearest natural creek is about ¼ of a mile to the east; surface stormwater will gravity flow across the paved area of the parking lot towards new storm drain detention and filtration facilities that would be designed to conform to current requirements of the Regional Water Quality Control Board. (See a more detailed discussion of the stormwater prevention plan in the Hydrology/Water Quality section of this Initial Study). Replacement of the existing paving and construction of the proposed new parking lot would have ***no impact*** regarding the potential for erosion or loss of topsoil. The occurrence of any erosion during construction would be prevented by standard construction management techniques and requirements, discussed further in the Hydrology section below.

c/d) Geologic Instability, Expansive Soils

Significance Criteria: The Project would have a significant environmental impact if located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and

[13] Ibid., p. 4.

potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse or if located on expansive soil, creating substantial risks to life or property.

There are no topographic features on the site or in the vicinity which would be conducive to either landslides subsidence or lateral spreading. Compliance with the Uniform Building Code (as would be mandatory) and application of standard construction engineering technology or techniques for the remodeling of the Daughtrey Building and for the construction of paved surfaces on the parking lot would adequately address areas of concern such as liquefaction, subsidence, or expansive soil on the site. The potential for impacts related to landslide, lateral spreading, subsidence, liquefaction collapse or expansive soils would be ***less than significant***.

e) Septic Tanks.

Significance Criteria: The Project would have a significant environmental impact if it involved construction of septic systems in soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems.

Wastewater from the Daughtrey Building flows to the sewer trunk line located in Castro Valley Boulevard. Wastewater services are provided by the Castro Valley Sanitary District which is a small public agency responsible for the operation and maintenance of the sanitary sewer collection system within Castro Valley. The local collection system delivers wastewater to the Oro Loma/Castro Valley Wastewater Treatment Plant located in San Lorenzo.

Wastewater collection in the Parking Lot would involve only floor drains that would be installed in the two trash receptacle structures. Wastewater lines from the two trash structures would connect underground to the sewer main trunk line in Castro Valley Boulevard. No aspect of the Project would involve the use of septic tanks. The Project would have ***no impact*** with regard to septic tanks.

7. GREENHOUSE GAS EMISSIONS Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			☒	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			☒	

INTRODUCTION

In addition to the air pollutants discussed in the Air Quality section, other emissions may not be directly associated with adverse health effects but are suspected of contributing to "global warming." Global warming has occurred in the past as a result of natural processes, but the term is often used now to refer to the warming predicted by computer models to occur as a result of increased emissions of greenhouse gases (GHG).

In 2006, the governor of California signed AB 32, the Global Warming Solutions Act, into legislation. The Act requires that California cap its GHG emissions at 1990 levels by 2020.

The Bay Area Clean Air Plan (CAP) was first adopted by BAAQMD (in association with the Metropolitan Transportation Commission and the Association of Bay Area Governments) in 1991 to meet state requirements and those of the Federal Clean Air Act. As required by state law, updates are developed approximately every three years. The current version is the 2010 Clean Air Plan. The plan provides information demonstrating progress toward meeting the ozone standards, but also includes other elements, including greenhouse gas emissions.

As discussed in more detail under the Air Quality section, the currently applicable BAAQMD thresholds are those adopted in 2010. The thresholds do not include specific thresholds for greenhouse gas emissions.

IMPACT DISCUSSION

Greenhouse Gases Emissions

a) Greenhouse Gas Emissions

Significance Criteria: The Project would have a significant environmental impact if it would generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.

BAAQMD has determined that GHG emissions and global climate change represent cumulative impacts. No single project could generate enough GHG emissions to noticeably change the global average temperature, but the combination of GHG emissions from past, present, and future projects contribute substantially to the phenomenon of global climate change and its associated environmental impacts. In developing thresholds of significance for GHG emissions, BAAQMD considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse GHG emissions impacts.

BAAQMD provides two alternative quantitative thresholds, a brightline threshold of 1,100 metric tons of

CO_2e[14] per year to assess smaller projects or an efficiency-based threshold of 4.6 metric tons CO_2e per Service Population (SP) per year for larger projects. BAAQMD defines the SP as the number of residents and employees generated by the project. In this case, the Project would not change the number of residents or substantially increase the number of employees. Therefore, the Project is small enough that the brightline threshold is the larger of the two and the Project is assessed against the brightline threshold of 1,100 metric tons of CO_2e per year for this analysis.

Impact GHG-1: **Increased GHG Emissions**. Construction and operation of the proposed Project would be additional sources of GHG emissions, primarily through consumption of fuel for transportation and energy usage on an ongoing basis. This is a ***potentially significant impact***.

Construction-period and operational emissions are discussed separately in more detail below.

Construction Period

BAAQMD does not have an adopted threshold of significance for construction-related GHG emissions, though recommends quantification using URBEMIS for proposed land use development projects and a determination regarding significance in relation to meeting AB 32 goals. Though construction-period emissions would be temporary only, BAAQMD's operational GHG emissions threshold of more than 1,100 metric tons per year of CO_2e is used as a conservative construction-period threshold of significance for the construction-period analysis.

Temporary construction-related exhaust associated with the Shared Parking Lot portion of the Project would be an additional source of GHG emissions that could contribute to regional greenhouse gas emissions. Sources of construction-related GHGs only include exhaust, for which the CO_2 emissions have been calculated using the URBEMIS2007 model with the same inputs used to calculate emissions of air pollutants and precursors (included in Attachment B). Short tons were converted to metric tons using a conversion factor of 0.907. Consistent with U.S. Environmental Protection Agency (EPA) assumptions, BAAQMD assumes CO_2 accounts for 95% of the GHG from vehicles, so the CO_2 emissions were multiplied by 1.0526 to account for other GHGs and convert the emissions to CO_2 equivalent (CO_2e). The parking lot portion of the Project would result in total emissions of 58.12 metric tons CO_2e over an approximately 3.5 month period. This level of emissions is well below the threshold of significance of 1,100 metric tons per year and the impact would be ***less than significant***. These emissions would be further reduced through implementation of the Basic Construction Management Practices identified previously under Mitigation Measure Air-1.

Operational Emissions

As noted in the Air Quality section of this Initial Study, environmental effects related to operational emissions associated with the parking lot portion of the Project were not considered because the improvements proposed for the parking lot would not result in direct quantifiable changes in operational emissions compared with baseline (i.e., current) conditions since the parking lot is currently in use. .

Re-use and occupancy of the Daughtrey Building would result in an increase in GHG emissions compared with its current status as vacant retail/commercial space. The proposed 25,100 square feet of rentable area is above the operational GHG screening level for a "free standing discount store" (15,000 square feet) and as a consequence, a calculation of GHG emissions was conducted using the URBEMIS2007 and the BAAQMD Greenhouse Gas Emission (or BGM) models. As shown in Attachment B, the model results indicate that occupancy and re-use of the Daughtrey Building would result in annual emission of 1,095.07 metric tons of CO_2e, a level below the significance threshold of 1,100 MT CO_2e as provided in the BAAQMD CEQA Guidelines. This level of GHG emissions is considered a ***less than significant*** impact.

[14] CO_2e = CO_2 equivalent, the metric that reflects an adjustment of CO_2 emissions upwards by a factor of 1.0526 to account for other GHGs.

b) Conflict with Applicable Plans

Significance Criteria: The project would have a significant effect on the environment if the project would conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

There are no local, currently approved GHG reduction plans against which to compare the project. GHG emissions have been analyzed per the BAAQMD May 2011 Air Quality Guidelines and found to be less-than-significant. BAAQMD's thresholds and methodologies take into account implementation of state-wide regulations and plans, such as the AB 32 Scoping Plan and adopted state regulations. The Project would serve the goals of the Castro Valley Central Business District Specific Plan which promotes local services and downtown development, and may help local residents reduce their vehicle miles travelled (VMT). Therefore, the project is deemed to assist in the reduction of GHGs, and the impact would be ***less than significant***.

8. HAZARDS AND HAZARDOUS MATERIALS Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				☒
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				☒
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				☒
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				☒

INTRODUCTION

The discussion below is based on information provided in several studies conducted at the Daughtrey Building. These studies include Phase I and Phase II Environmental Site Assessments (ESA) prepared by Geocon Consultants, Inc. (Geocon), a ground water sampling study by Applied Remedial Services, Inc. (ARS) and an air quality study by Geocon. The focus of these investigations was to determine the presence, extent and character of hazardous wastes associated with the Daughtrey Building itself, but, as described below, the findings of the studies provide substantial information regarding other properties in the area. The discussion below is based on information in these studies. Copies of these studies are included in this Initial Study as Attachments D, E, F and G.

SETTING

Historical environmental information for the Daughtrey Building was presented in the Geocon Phase I ESA. Based on the Phase I findings, Geocon conducted limited soil, soil gas, and groundwater sampling. The focus of the study was the 18-foot-deep sump located adjacent to the exterior of the southwest corner of the building. The sump receives infiltrating groundwater that drains via gravity from around the building foundation, footings, and crawl drains, and discharges to the local storm drain though a 3-inch-

diameter cast iron pipe. Onsite grab-groundwater samples and a grab sample of the water in the sump collected during site investigations was found to contain concentrations of volatile organic compounds (VOCs), specifically, tetrachloroethene (PCE) which is most commonly associated with the dry cleaning industry.

In a subsequent study, groundwater samples collected by Applied Remedial Services, Inc. (ARS) from five soil borings located along the northern and eastern perimeters of the building were found to contain concentrations of PCE substantially above Environmental Screening Levels.15 ARS investigated historical information for businesses located in the surrounding area and concluded that VOC-impacted groundwater was likely migrating onsite from undefined upgradient sources.

Regardless of the source of the contamination, the presence of VOCs in the groundwater sump at the Daughtrey Building meant that the contamination had to be removed from the water before it could be released into the local storm drain system. Consequently, in early 2011 ARS installed a groundwater treatment system consisting of two 2,000-pound granular activated carbon (GAC) vessels plumbed in series. The treatment system was installed on the first floor of the Daughtrey Building. The GAC vessels receive water from the sump and treated water is then discharged to the storm drain located along the western perimeter of the Site under a National Pollution Discharge Elimination System (NPDES) VOC General Permit issued by the San Francisco Bay Regional Water Quality Control Board (RWQCB). The VOC General Permit requires regular monitoring and reporting to ensure that the water being released to the stormwater system continues to meet applicable water quality standards.

In addition to the investigation into the source of the VOCs in groundwater Geocon also conducted a test to determine if the contaminants VOCs and TPHg present in groundwater beneath the building are migrating upward through the slab into indoor air breathing zones. Benzene, toluene, xylene, and TPHg were detected in indoor air samples collected from the Site at concentrations that exceed their respective laboratory regulatory levels. However, these substances were also detected in the ambient exterior air samples at equal or greater concentrations than those of the indoor air samples. The sample results indicate that these chemical are present in ambient exterior air in the vicinity of the site. PCE and its degradation products were not detected in the indoor air samples. However, these VOCs were detected in groundwater samples collected at the Site. If soil vapor were migrating through the concrete slab and into indoor air, one would expect to see PCE and its degradation products in the indoor air samples, especially considering the similar physical properties of the degradation products. ARS concluded that the lack of PCE and its degradation products in the indoor air samples and the correlation between chemicals reported in the indoor air and ambient exterior air samples at the Site, the presence of the chemicals reported in the indoor air samples is not the result of vapor intrusion through the concrete slab. Therefore, based on the higher concentrations of chemicals reported in ambient exterior air than indoor air, concentrations of chemicals reported in indoor air samples do not pose an excess risk to occupants of the Site.

IMPACT DISCUSSION

a/b/c) Transport, Use, Disposal or Emission of Hazardous Materials

> *Significance Criteria*: The Project would have a significant environmental impact if it were to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials or if it were to create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment including emission or use of hazardous emissions within a quarter mile of an existing or proposed school.

Neither the Daughtrey Building Re-Use nor the Shared Parking Lot aspect of the Project would involve the routine transport, use, or disposal of hazardous materials. As to the Parking Lot element of the Project,

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[15] Geocon Consultants, Inc., *Indoor Air Investigation Report, 3295 Castro Valley Boulevard, Castro Valley, California*, August 2011. See **Attachment G** to this Initial Study.

it is likely that equipment used at the site for construction could utilize substances considered by regulatory bodies as hazardous, such as diesel fuel and gasoline. However, all construction activities would be required to conform to Title 49 of the Code of Federal Regulations, US Department of Transportation (DOT), State of California, and local laws, ordinances and procedures. the existing pavement material (asphalt and concrete) would be removed from the site and hauled to a local recycling facility for disposition. Once the existing paving materials have been removed, no hazardous materials would be handled on or emitted from the site. The underlying soil would be graded, new landscaping features and drainage, electrical, wastewater and irrigation infrastructure would be installed, and new asphalt paving would be applied and striped to mark parking spaces and circulation directions. The Project would not involve the risk of accidental release of hazardous substances nor are there any facilities in the immediate Project vicinity that pose such a risk. Construction of the parking lot would introduce only small quantities of such substances during the course of the work.

As to the Daughtrey Building Re-Use, it is anticipated tht the County would sell the building to a private party who would undertake a program of interior and exterior remodeling to facilitate leasing the space to an appropriate commercial retail tenant or tenants. All such remodeling work would be done in accordance with plans and specifications and Building Permits issued by the County. It is possible that during renovation work lead based paint (LBP) and/or asbestos containing materials (ACM) could be encountered, as these were in common use at the time the building was originally constructed. Removal of any such toxic or controlled substances would be carried out in accordanc with applicable health and safety regulations to protect the health of workers and future occupants of the renovated building. Once the renovation work is complete and any or all toxic substances are removed from the Building, use and occupancy of the building and the Parking Lot are not anticipated to create significant hazards to the public or environment through the routine transport, use or disposal of hazardous materials. With conformance to applicable regulations regarding routine use and transport of hazardous materials, the impact of the Project would be ***less than significant***.

Since no school is located within one-quarter mile of the Project site, the Project would represent ***no impact*** relative to the potential exposure of students at nearby schools to hazardous materials at the Project site.

d) Presence of Hazardous Materials

> *Significance Criteria*: The Project would have a significant environmental impact if it were to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within a quarter mile of an existing or proposed school, or if it was located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 ("Cortese List").

The Project site is not listed as a hazardous material site on the Cortese list[16] and is not located within a ¼ mile of an existing or proposed school. According to the civil engineer responsible for the design and construction supervision of the project, there is no evidence of hazardous materials at the Shared Parking Lot site.[17]

With regard to the contamination found in the groundwater sump at the DaughtreyBuilding, the regular monitoring for compliance with the VOC discharge permit as overseen by the RWQCB would indicate that any potential health hazard associated with the groundwater contaminatin would be reduced to less than significant levels as a result of the on-site use of carbon filtration.

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[16] http://www.envirostor.dtsc.ca.gov/public/search.asp?cmd=search&reporttype=CORTESE&site_type=CSITES%2COPEN%2CFUDS%2CCLOSE&status=ACT%2CBKLG%2CCOM&reporttitle=HAZARDOUS%20WASTE%20AND%20SUBSTANCES%20SITE%20LIST, accessed June 19, 2013.

[17] Personal communication with Robert Stevens, P.E., BKF Engineering, April 11, 2013.

The studies conducted at the Daughtrey Building provide substantial evidence that impacts related to potential health hazard or exposure of people to existing sources of toxic substances would be less than significant.

e/f) Safety Hazards Due to Nearby Airport or Airstrip

> *Significance Criteria*: The Project would have a significant environmental impact if it were located within an airport land use plan (or, where such a plan has not been adopted, within two miles of a public airport or public use airport), if it would result in a safety hazard for people residing or working in the Project area; or if it were located within the vicinity of a private airstrip, if it would result in a safety hazard for people residing or working in the Project area.

The Project is not located within the jurisdiction of an Airport Land Use Plan. The closest airport is the Hayward Air Terminal, located over three miles away and there are no private airstrips in the vicinity of the Project site. Therefore, the Project would have ***no impact*** related safety hazards due to nearby airport or airstrips.

g) Emergency Response Plan.

> *Significance Criteria*: The Project would have a significant environmental impact if it were to impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan.

Because the Project would not change any land uses and would enhance vehicular circulation at the rear of the affected commercial properties, it would improve access for emergency vehicles compared with the existing fragmented arrangement of rear-lot parking areas. No aspect of the Project would impair implementation or physically interfere with emergency response plan or evacuation plan. The project would have a **beneficial impact** in this regard.

h) Exposure of People or Structures to Wildland Fires

> *Significance Criteria*: The Project would have a significant environmental impact if it were to expose people or structures to a significant risk of loss, injury or death involving wildland fires.

The Project is located in an urbanized area significantly far removed from areas potentially subject to wildland fire due to flammable brush, grass or trees. There is **no impact** with respect to exposure of people or structures to the risk of loss due to wildland fires.

9. **HYDROLOGY AND WATER QUALITY** Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Result in a significant increase in pollutant discharges to receiving waters (marine, fresh, and/or wetlands) during or following construction (considering water quality parameters such as temperature, dissolved oxygen, turbidity, and typical stormwater pollutants, e.g., heavy metals, pathogens, petroleum derivatives, synthetic organics, sediment, nutrients, oxygen-demanding substances, and trash?		☒		
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			☒	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				☒
d) Substantially increase the rate or amount of surface runoff (e.g., due to due to increased impervious surfaces) in a manner which would result in flooding on- or off-site (i.e. within a watershed)?				☒
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems due to changes in runoff flow rates or volumes?				☒
f) Result in an increase in any pollutant for which a water body is listed as impaired under Section 303(d) of the Clean Water Act?				☒
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				☒
h) Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?				☒
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				☒
j) Inundation by seiche, tsunami, or mudflow?				☒

SETTING

The Project site is part of an urbanized commercial district. Currently, the entire Project site is covered with impervious surfaces (buildings and asphalt paving in the parking lots). Stormwater is directed to storm drain catch basins in the parking lot area and is conveyed to the public stormdrain conveyance unfrastructure located in an easement along the westerly propertly line. Storm water flows in the pipeline to the south through a series of under ground pipes to discharge in a creek.

IMPACT DISCUSSION

a) Water Quality Standards

Significance Criteria: The project would be considered to have a significant effect on the environment if it were to result in a significant increase in pollutant discharges to receiving waters (marine, fresh, and/or wetlands) during or following construction (considering water quality parameters such as temperature, dissolved oxygen, turbidity, and typical stormwater pollutants, e.g., heavy metals, pathogens, petroleum derivatives, synthetic organics, sediment, nutrients, oxygen-demanding substances, and trash.

Potential water quality impacts related to the Shared Parking Lot portion of the Project fall into two categories: short-term impacts due to construction activities and long-term impacts due to Project operation (i.e., post-construction). Each is discussed separately below. The manner in which stormwater from the roof of the Daughtrey Building is collected and joins the Parking Lot system is discussed separately.

Potential Short-Term Construction Impacts.

The Shared Parking Lot and Daughtrey Building Re-Use Project would involve removal of existing asphalt pavement in the rear yards of the subject properties, grading the cleared site, and re-paving the area as one integrated parking lot to serve the nearby commercial stores and businesses. Construction debris generated by these activities may contain materials such as concrete, asphalt, dust and other material that might be transported in stormwater runoff or waste pile leachate. It is possible that, during the construction phase of the Project, stockpiled soil or polluted runoff could flow into drainage facilities and eventually reach San Francisco Bay. Undesirable materials and pollutants potentially present in runoff from construction sites include, paint, lubricants, soil sediment, and debris.

In 1999, the State Water Resources Control Board (SWRCB) adopted a Construction General Permit (General Permit). The General Permit is a National Pollution Discharge Elimination System (NPDES) permit that implements section 402(p)(2)(B) of the federal Clean Water Act. Construction activities on one acre or more are regulated by the SWQCB, and are subject to the permitting requirements of the General Permit. The SWQCB established the General Construction Permit program to reduce surface water impacts from construction activities. The General Construction Permit requires the preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) for construction activities. The SWPPP must be prepared before the construction begins. The SWPPP must include specifications for best management practices (BMPs) to be implemented during project construction. BMPs are measures undertaken to control degradation of surface water by preventing soil erosion or the discharge of pollutants from the construction area. This General Permit is implemented and enforced by the nine California Regional Water Quality Control Boards (RWQCBs). For the project area, the applicable regional board is the San Francisco Bay Regional Water Quality Control Board.

Failure to comply with the state Construction General Permit and its associated SWPPP, would result in a potentially significant impact to water quality.

Impact: **Construction-Period Erosion, Siltation or Pollution**. Construction of the proposed Project would involve the demolition of existing pavement areas and grading activities. Such disturbance could expose unprotected bare soil areas or pollutants in stockpiled materials being subject to runoff during storm events which could result in siltation or pollutants arriving in receiving waters.

Mitigation

Hydro-1: **Construction General and SWPPP Permit.** The Project sponsor shall obtain coverage under the State Water Resources Control Board Construction General Permit, and shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP).

- The Project sponsor shall ensure that construction practices for the Project comply with practices to prevent water pollution under the provisions of the Construction General Permit. In order to obtain a permit, the Project Applicant must file a Notice of Intent (NOI) with the SWRCB prior to the start of construction.
- Pursuant to the requirements of the Construction General Permit, the Project sponsor shall prepare and implement a SWPPP. The SWPPP shall be consistent with the terms of the General Permit; the Manual of Standards for Erosion and Sedimentation Control Measures by the Association of Bay Area Governments (ABAG); the Best Management Practices as provided in the California Stormwater Quality Association (CASQA) handbooks; policies and recommendations of the local urban runoff program (County of Alameda); and the Staff Recommendations of the RWQCB. The SWPPP shall incorporate BMPs to reduce the potential for pollutants in runoff waters and to prevent pollutant transport off-site during construction activities. Examples of Best Management Practices include, but are not limited to the following:
- Only clear land which will be actively under construction in the near term (e.g., within the next 6-12 months), minimize new land disturbance during the rainy season,
- Provide temporary stabilization of disturbed soils whenever active construction is not occurring on a portion of the site through water spraying or application of dust suppressants, and gravel covering of high-traffic areas. Provide permanent stabilization during finish grade and landscape the Project Site.
- Safely convey runoff from the top of the slope and stabilize disturbed slopes as quickly as possible.
- Delineate the Project Site perimeter to prevent disturbing areas outside the project limits. Divert upstream run-on safely around or through the construction. Runoff from the Project Site should be free of excessive sediment and other constituents. Control tracking at points of ingress to and egress from the Project Site.
- Retain sediment-laden waters from disturbed, active areas within the Project Site.
- Perform activities in a manner to keep potential pollutants from coming into contact with stormwater or being transported off site to eliminate or avoid exposure.
- Store construction, building, and waste materials in designated areas, protected from rainfall and contact with stormwater runoff. Dispose of all construction waste in designated areas, and keep stormwater from flowing onto or off these areas. Prevent spills and clean up spilled materials.

Implementation of the foregoing measures would reduce potential water quality impacts to a level of ***less-than-significant***.

Potential Post-Construction Impacts.

During operation of the Project, atmospheric deposition and vehicular chemicals may contaminate runoff

from the Project site. Such contaminants typically include cleaning solvents, pesticides, fertilizers, lubricants, metals, and fuel products. The Project site is currently used as a paved parking area for adjacent commercial stores and businesses; the site is entirely covered with impervious surfaces consisting of the commercial buildings and the paved parking lot and access driveways. The landscape plan for the proposed parking lot (**Figure 5**) would use permeable concrete pavers for the walkways and paseos, would include bio-retention areas and landscaping, all of which would be considered pervious areas, allowing rainfall to permeate into the soil beneath. As shown in **Table 4** below, the total area of pervious surfaces in the proposed Parking Lot Plan is 14,190 square feet, which represents a reduction in the amount of impervious surface by about 12 percent which would have a corresponding reduction in the amount of stormwater runoff.

TABLE 4. CHANGE IN IMPERVIOUS SURFACE AREA

Total Project area, all sites	118,066 sq. ft.
Less: area proposed for landscaping	-7,660 sq. ft.
Less: area proposed for permeable pavers[2]	-4,800 sq. ft.
Less: bio-retention areas	-1,730 sq. ft.
Net amount of impervious surface	103,876 sq. ft.
Difference	-14,190 sq. ft. (-12%)

Source: Lamphier-Gregory; BKF Engineering

The 2003 NPDES Municipal Stormwater Permit (NPDES Permit Order R2-2003-0021 CAS0029831) for Alameda County incorporates updated state and federal requirements related to the quantity and quality of post-construction stormwater discharges from new development and redevelopment projects. Provision C.3 of the NPDES permit governs storm drain systems and regulates post construction stormwater runoff.

Specifically, Provision C.3 of the 2003 NPDES permit requires the County to continue to implement development and redevelopment performance standards, and to improve them to achieve the control of stormwater pollutants to the maximum extent practicable. The County includes conditions of approval in permits for applicable projects to ensure that stormwater pollutant discharges are reduced by incorporation of treatment measures and other appropriate source control and site design measures, and to manage increases in runoff flows to the maximum extent practicable. Such conditions require project proponents to implement site design/landscape characteristics where feasible which maximize infiltration and provide retention or detention (where appropriate), slow runoff, and minimize impervious land coverage so that post-development pollutant loads from a site are reduced to the maximum extent practicable.

Under the requirements of Alameda County's NPDES permit, new development or redevelopment projects that create or replace more than 10,000 square feet of impervious surfaces (known as Group 2 projects), are required to implement appropriate source control and site design measures and to design and implement appropriate stormwater treatment measures to reduce stormwater pollution to the maximum extent practicable. "Redevelopment" is defined as a project on a previously developed site that results in the addition or replacement of impervious surface. The Project includes replacement of impervious areas and would involve grading and site preparation of greater than 10,000 square feet. The Project would therefore be required to comply with Provision C.3 of the NPDES permit.

As shown on the Utility Plan (**Figure 6**), the Project involves a storm drain system that uses on-site filtration consistent with current C.3 permit requirements and policies. Per the grading plan, rainfall on the parking lot surface would flow towards six Filterra bio-retention filtration units strategically placed at low points on the site. The Filterra units are designed to remove bacteria, metals, nutrients and total suspended solids (TSS) from stormwater runoff prior to entering the storm drain system The Filterra units

would be connected via underground storm drain pipes ranging in diameter from 12" to 18." Stormwater released from the filtration units would flow by gravity to the southwest corner of the parking lot where it would connect with the 36" trunk line that is conveying stormwater from the catchbasins on Castro Valley Boulevard to the creek south of the Project site. Compliance with the County's C.3 requirements would assure that potential impacts to water quality from stromrwater run-off from the Shared Parking Lot would be ***less than significant***.

Daughtrey Building Stormwater.

As part of the Daughtrey Building's original design from the mid-1960s, rainfall is collected at a low point in the middle of the roof and drains into a stormdrain pipe that extends vertically downward through the building in a utility chase to the basement level where the pipe turns 90° and heads west, underground, until it meets and discharges into the 36" stormdrain trunk line referenced above. To bring this arrangement up to current standards, the terms and conditions under which the County would sell the building to a private party includes a requirement that the future owner modify or replace the existing roof drain system so that it becomes connected to the system proposed for the Shared Parking Lot, as described above. Thus, stormwater from the Daughtrey Building itself would be processed through the Filterra bio-retention filtration units prior to discharge into the creek. Implementation of this requirement would result in water quality impacts associated with stormwater flows from the Daughtrey Building being ***less than significant***.

b) Groundwater Supply

> *Significance Criteria:* The project would have a significant environmental impact if it were to substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted).

The Project would not involve groundwater extraction and the site is not located on a significant groundwater recharge area. The reduction in the amount of impervious surface that would result from the Project would allow a greater amount of stormwater to percolate naturally into the ground, potentially resulting in a beneficial effect on groundwater reserves. Any effects of the project on ground water supply would be ***less than significant***.

c-f) Alteration of Drainage Patterns

> *Significance Criteria*: The Project would have a significant environmental impact if it were to substantially alter the existing drainage pattern of the site in a manner which would result in substantial erosion or siltation; if it were to substantially alter the existing drainage pattern of the site or area or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; if it were to create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or if it were to degrade water quality.

The stormwater drainage system for this central part of Castro Valley relies on the creek located just south of the Project site for conveyance of stormwater. Stormwater in this creek flows in a generally westerly or southwesterly direction into Chabot Creek which flows into San Lorenzo Creek which ultimately reaches and discharges into San Francisco Bay. The stormdrain catchbasins located along the edges of Castro Valley Boulevard and the 36" trunk line along the west edge of the Daughtrey Building property are the main conduits for conveying stormwater into the creek. The basic elements of the existing stormwater system would not be altered as a result of the Project. Conversely, the proposed drainage plan for the Project would collect stormwater from the parking lot at several low-points where inflows would flow by gravity through Filterra bio-retention filtration units where contaminants would be removed. Thus, treated stormwater would be released downstream in new underground stormdrain pipes of varying diameters (ranging from 12" to 24") before discharging treated stormwater into the creek at the south of the site.

Because of the 12 percent decrease in impervious surface that would result from the proposed Project compared with the existing situation, the volume of stormwater runoff would be reduced which, in turn, would reduce the potential or likelihood that stormwater from the Project site would overburden existing off-site stormdrain facilities. Substantial erosion and/or siltation potential, both short and long-term, would be prevented through NPDES permit compliance. For these reasons, the Project's impact on drainage systems would be ***less than significant***.

g-j) Flood Hazards, Seiche, Tsunami

Significance Criteria: The Project would have a significant environmental impact if it were to place any housing units within a designated 100-year flood hazard area; if it placed any structures in a manner which would impede or redirect flood flows; or if it were to result in the exposure of people or structures to flooding hazards or inundation by seiche, tsunami or mudflow.

The site is not located in a 100-year flood hazard area as mapped on Flood Insurance Rate Map (FIRM) or the Alameda County Public Works Agency 100-year flood delineation map. The site is not at a shoreline elevation or near a water body where risk of seiche or tsunami would be a hazard. There would be ***no impact*** with regard to flooding or related hazards.

10. LAND USE AND PLANNING Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Physically divide an established community?				☒
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				☒

SETTING

As described in the Castro Valley General Plan, Castro Valley is a collection of neighborhoods which are defined by their schools, parks, topography and the major roadways that divide different areas, such as I-580, Crow Canyon Road, Lake Chabot Road, and Redwood Road. Residential densities in neighborhoods range from less than one unit per net acre along lower Greenridge Road to 14 dwellings per net acre south of I-580. The average net residential density for the planning area is between 5 and 6 dwelling units per acre.[18]

IMPACT DISCUSSION

a) Dividing an Established Community

Significance Criteria: The Project would have a significant environmental impact if it were to physically divide an established community.

The Project site consists of the Daughtrey Building and the rear portions of the five commercial lots that are involved with the Project, all of which is surrounded by existing development. The area that would become the Shared Parking Lot is currently used for parking purposes and the Daughtrey Building, while current vacant, would become re-occupied as part of the Project. None of these activities would involve a change in land use. The Project would not involve any physical changes that would have the potential to divide the established community. Thus, the Project would have ***no impact*** concerning community division.

b) Conflict with Land Use Plan.

Significance Criteria: The Project would have a significant environmental impact if it were to result in a conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project adopted for the purpose of avoiding or mitigating an environmental effect.

The Project site is designated "Subarea 7" and "Subarea 11" in the Castro Valley Central Business District Specific Plan. The applicable zoning on the Project site is Intensive Retail Core (Subarea 7) and Medium and High Residential (Subarea 11). The Project would result in the construction of a Shared Parking Lot providing approximately 164 parking spaces for cars and remodeling and re-use of the Daughtrey Building. The Project would support the local commercial corridor and would be consistent

[18] 2012 Castro Valley General Plan, Op. Cit., p.5-7.

with the Specific Plan's intended land use type, location and intensity. Therefore, the Project would have ***no impact*** with regard to conflicts with land use plans or policies.

c) Conflict with Conservation Plan

Significance Criteria: The Project would have a significant environmental impact if it were to result in a conflict with any applicable habitat conservation plan or natural community conservation plan.

The Project site is not subject to a conservation plan. It is surrounded by urban development and has been designated for commercial land use for a considerable period of time. The Project would, therefore, have ***no impact*** under this measure.

11. MINERAL RESOURCES Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				☒
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				☒

a/b) Loss of Mineral Resources

Significance Criteria: The Project would have a significant environmental impact if it were to result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state, or if it were to result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan.

The Project site does not contain mineral resources. The Conservation Element of the Alameda County General Plan does not identify any mineral resources in the vicinity. and it is unlikely that the underlying soils would have any extractive value. Extraction would also be infeasible due to the small project site and immediate proximity to residential and other commercial uses. Therefore, the Project would have ***no impact*** with regard to mineral resources.

12. NOISE Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			☒	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			☒	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			☒	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?		☒		
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, exposure of people residing or working in the project area to excessive noise levels?				☒
f) For a project in the vicinity of a private airstrip, exposure of people residing or working in the project area to excessive noise levels?				☒

SETTING

As described in the 2012 Castro Valley General Plan, the predominant sources of noise in Castro Valley are vehicular traffic on I-580, Castro Valley Boulevard, local roadways and BART. Because Interstate 580 runs directly through Castro Valley, noise from traffic directly affects parts of the community located along and upslope from the freeway. BART noise is also significant for the areas closest to the tracks. To a much lesser degree, there are noise impacts along the heavily trafficked streets – Castro Valley Boulevard, Lake Chabot Road, and Redwood Road and Center Street – that can affect nearby properties. The noise contour diagram in the Castro Valley General Plan shows ambient noise levels at the project site at 60 dB CNEL.[19, 20]

IMPACT DISCUSSION

a/b) Exposure to Noise Levels In Excess of Standards and Excessive Noise or Vibration

> *Significance Criteria*: The Project would have a significant environmental impact if it were to result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, generation of excessive groundborne vibration or groundborne noise levels, or a permanent increase in ambient noise levels in the project vicinity above levels existing without the project.

The Noise Element of the Alameda County General Plan contains land use criteria for noise impacted

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[19] Castro Valley General Plan, Op. Cit., p. 11-3.

[20] Ibid.; A decibel (dB) is a unit of measurement that indicates the relative amplitude of a sound. The most common method of characterizing sound is the A-weighted sound level or dBA. This scale gives greater weight to the sound frequencies to which the human ear is most sensitive. Because sensitivity to noise increases during the evening and at night, when excessive noise interferes with the ability to sleep, systems for describing environmental sound incorporate noise penalties to account for this difference. The Community Noise Equivalent Level, CNEL, is a measure of the cumulative noise exposure in a community, with a 5 dBA penalty added to evening (7:00 p.m. - 10:00 p.m.) and a 10 dBA addition to nocturnal (10:00 p.m. - 7:00 a.m.) noise levels.

areas. These criteria define the desirable maximum noise exposure of various land uses, in addition to certain conditionally acceptable levels contingent upon the implementation of noise reduction measures.

Primary and background noise sources in the Project vicinity are limited to streets and highways. Background noise in the Project vicinity includes vehicle noise from the I-580 freeway and BART, to the south, as well as local vehicular traffic on Castro Valley Boulevard and intersecting streets. As an open air surface parking lot, the only operational noises associated with the Project would be the movement of vehicles entering, maneuvering through and exiting the parking lot. Noise from these activities would be similar to the kinds and levels of noise experienced currently at the existing parking lots. As indicated in the Noise Element, noise levels experienced at locations 100 feet from light traffic and inside a department store - environments most likely be comparable to the Project site, i.e., behind the stores fronting on Castro Valley Boulevard - would be 50 dBA.[21] Since the Project involves no change in land use and a nearly equal number of parking spaces, changes in ambient noise levels resulting from the Project would be ***less than significant.*** Also, the Project would not be a source of vibration and none are located in the vicinity.

c) Permanent Ambient Noise Levels.

Significance Criteria: The Project would have a significant environmental impact if it were to result in a permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project.

The upgraded open air surface parking lotwould not generate a substantial permanent increase in ambient noise levels in the vicinity above current levels. Nor would the re-use of the Daughtrey Building be expected to generate noise levels that would increase the ambient noise levels in the area. Neither the use of the Daughtrey Building nor the renewed use of the parking lot area wouldbe expected to result in exceedences of the land use noise compatibility standards established in the Noise Element of the General Plan. Consequently, impacts on ambient noise levels would be ***less than significant***.

d) Temporary Ambient Noise Levels

Significance Criteria: The Project would have a significant environmental impact if it were to result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

The County of Alameda Noise Ordinance (Chapter 6.60) restricts construction activities to the hours of 7:00 a.m. to 7:00 p.m. on weekdays, and 9:00 a.m. to 8:00 p.m. on weekends. Temporary noise increases above ambient levels due to construction activities would occur and would adversely affect nearby residents but with implementation of Mitigation Measure NOISE-1 to minimize construction noise, impacts would be reduced to less than significant levels.

Mitigation

NOISE-1: The following measures shall be implemented to reduce potential construction noise impacts on nearby sensitive receptors:

- During all site excavation and grading, the project contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.
- The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.

[21] Table 7-2, Noise Element of the Alameda County General Plan, p. 7-4,

With implementation of Mitigation Measure NOISE-1, the temporary effects of construction-related noise would be **less than significant impact with mitigation**.

e/f) Airport Land Use Plan and Private Air Strip

> *Significance Criteria*: The Project would have a significant environmental impact if it were located within an airport land use plan (or, where such a plan has not been adopted, within two miles of a public airport or public use airport) or in the vicinity of a private airstrip and were to expose people residing or working in the Project area to excessive noise levels.

The Project site is not subject to an Airport Land Use Plan and is located over two miles from an Alameda County Airport. Therefore, the Project would result in ***no impact*** under this criterion.

13. POPULATION AND HOUSING Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				☒
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				☒

IMPACT DISCUSSION

a) Population Growth

Significance Criteria: The Project would have a significant environmental impact if it were to induce either directly or indirectly substantial population growth.

The Project does not involve the construction or development of new housing or other land uses, only the remodeling and re-use of the Daughtrey Building and the replacement of existing parking lots with a new combined parking area to serve existing commercial uses. Neither of these activities would involve construction of new housing or have an effect on population growth. Therefore, the Project would have ***no impact*** regarding a potential increase in population.

b/c) Displacement of Housing or People

Significance Criteria: The Project would have a significant environmental impact if it would result in the displacement of substantial numbers of existing housing units or people living at the Project site.

The construction of the Shared Parking Lot would not involve the removal of any structures, including residential structures or housing and would not result in displacement of housing units or people or require the construction of replacement housing. Likewise, the remodeling and re-use of the Daughtrey Building for retail commercial purposes would not involve displacement of housing units or people. Therefore, the Project would have ***no impact*** on displacement of housing.

14. PUBLIC SERVICES Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services?	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Fire protection.				☒
b) Police protection.				☒
c) Schools.				☒
d) Parks.				☒
e) Other public facilities.				☒

IMPACT DISCUSSION

Significance Criteria: The Project would have a significant environmental impact if it were to result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for fire protection, police protection, schools, parks and recreational facilities, or other government facilities.

a) Fire Protection

The Alameda County Fire Department (ACFD) provides fire protection services for the unincorporated areas of Alameda County, including the Castro Valley area. Fire protection by the ACFD also includes provision of services related to hazardous materials, paramedic services, urban search and rescue, fire prevention, building code enforcement, risk management and public education, all of which contribute to prevention of fires, accidents and injuries before they occur. The Department operates two battalions, sixteen fire stations, sixteen engine companies, and four ladder truck companies.

The Project represents no increase in residents or new habitable structures and improved rear yard access to the affected commercial properties on the south side of Castro Valley Boulevard. Therefore, the Project would have ***no impact*** on fire protection services.

b) Police Protection

The Alameda County Sheriff's Office provides police protection in the Project area, as well as other unincorporated areas of the county. The Sheriff provides numerous other services, including operations of the County Office of Emergency Services, operating the two County jails, Coroner services, and other duties. The Project involves replacement of existing paved parking spaces with a new shared surface parking area that will serve the patrons of the nearby businesses with a convenient, attractive and well-lit place to park. The Project would not be expected to result in any increase in the need for police services and would not require the construction of new police facilities.[22] Therefore, the Project would have ***no impact*** on police services.

[22] Personal communication, Deputy Frank Buschhueter, Alameda County Sheriff's Department, 4/18/2011.

c) School Facilities.

The Project would replace existing parking areas with a new shared parking facility and would not result in any change in local population or the use of or demand for school facilities. The Project would have ***no impact*** with regard to schools.

d) Parks

Public park facilities in the Project's vicinity area are provided by the Hayward Area Recreation and Park District (HARD). The District operates over 100 separate park facilities. Because the Project will not increase population, there would be ***no impact*** on parks.

e) Other Public Facilities

The Alameda County Public Works Agency provides for roadway maintenance and design, management of flood control projects, and a variety of other facilities and services in the unincorporated areas of Alameda County. The cost of providing roadway maintenance, flood control and other services would be provided through property taxes. As a result, there would be ***no impact*** on roadway, flood control or other facilities and services, and the project would not adversely affect the County's levels of service for these facilities and services.

15. RECREATION Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.				☒
b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.				☒

IMPACT DISCUSSION

a/b) Recreational Facilities

Significance Criteria: The Project would have a significant environmental effect if it would increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated, or include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.

There will be no new homes constructed and therefore no increase in population using Hayward Area Recreation and Park (HARD) District facilities. The Project would not require the construction of new recreational facilities and no public recreational facility is proposed. Therefore, the Project would have ***no impact*** related to parks or recreation facilities.

16. TRANSPORTATION Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?				☒
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				☒
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				☒
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			☒	
e) Result in inadequate emergency access?				☒
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				☒

IMPACT DISCUSSION

a/b) Conflict with applicable plans, ordinances or policies regarding the performance of the circulation system or a congestion management program.

Significance Criteria: The Project would have a significant effect on the environment if it were to conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, or to conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways

The Project would not involve any changes to public roadways or local circulation system outside of the parking lot site itself. The Project is an implementation measure of the Castro Valley Business District Strategic Plan. The Project would not affect or represent any form of conflict with adopted plans, ordinances or policies. Therefore, the Project would have ***no impact*** on adopted transportation policies, plans or ordinances.

The Alameda County Congestion Management Agency (ACCMA) is an information and funding conduit for Alameda County and its cities. The ACCMA also operates numerous programs to address traffic congestion through planning and the use of federal and state transportation funds. Among the ACCMA's programs is the designation of a network of roadways on which Level of Service (LOS) E or better must be maintained, and providing land use review to ensure that new projects do not cause the LOS for the

network to be degraded. The ACCMA considers projects which generate more than 100 P.M. peak hour trips to have the potential to adversely impact the LOS on the CMA network. Since the Project involves no change in land use, there would be no change in trip generation as a result of the Parking Lot Project. Because the project would generate fewer than 100 p.m. peak hour trips, it is considered as having a ***less than significant impact*** on the CMA network LOS.

c) Air Traffic Patterns

Significance Criteria: The Project would have a significant effect on the environment if it were to result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.

As discussed in the Noise section, the Project site is not subject to an Airport Land Use Plan and is located over two miles from the Alameda County Airport. Therefore, the Project would involve no changes in air traffic patterns or air traffic levels. ***No impact***.

d) Design Hazards.

Significance Criteria: The Project would have a significant effect on the environment if it were to substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).

Traffic Engineers from DKS Associates reviewed the parking and circulation plan for the proposed Project and rendered the following assessment of potential traffic safety concerns:

The Castro Valley Redevelopment Strategic Plan includes a parking strategy that would result in several changes. These include an increase in on-street parking from the removal of curb cuts and the consolidation of driveways. The consolidation of driveways was reviewed in terms of potential effects including circulation within and between off-street parking lots.

The rear parking lots would be joined so that local businesses would benefit from shared parking. This would help maximize parking resources, particularly as the demand for parking increases over time with the development of catalyst sites. It would also reduce the need for motorists to park and move their cars when visiting more than one retail establishment in the area. Generally, the proposed site plan would provide a smooth transition between parking lots. Where lots meet one another with one-way aisles, clear signage would be helpful so that motorists do not turn the wrong way. With good site distances and minimal obstructions there would be minimal conflicts, and vehicular circulation between parking lots is anticipated to work well.

Based on the existing land uses being served and the number of parking spaces, the flow of traffic through the unified parking lot between Castro Valley Boulevard and Wilbeam Avenue should not experience any difficulty. Any delay or queues in the parking lot would be consistent with normal parking lot activity (vehicles puling in and out of spaces). Also, the location of the parking access driveways should allow for a smooth transition into and out of the parking lot. Occasional queues at driveway entry/exit points due to vehicles parking in the first few spaces near the driveway may occur, but with low vehicle speeds and good visibility there shouldn't be any impacts.

Overall, the shared parking lot is expected to function well, with good circulation within and between the lots, and with minimal queues overall.

In addition, the design engineer for the Project, BKF Engineers, has evaluated whether proposed parking layout would be able to accommodate different size trucks, from 40-foot two-axle trucks (such as a FedEx or similar delivery truck) to an American Association of State Highway Transportation Officials WB-50 class truck and semi trailer). BKF's assessment is that both the smaller and the larger size trucks would be able to safely access and circulate through the parking lot without undue difficulty. Diagrams illustrating the feasibility of these truck sizes to negotiate their way adequately through the parking lot are shown in **Figures 7 & 8.**

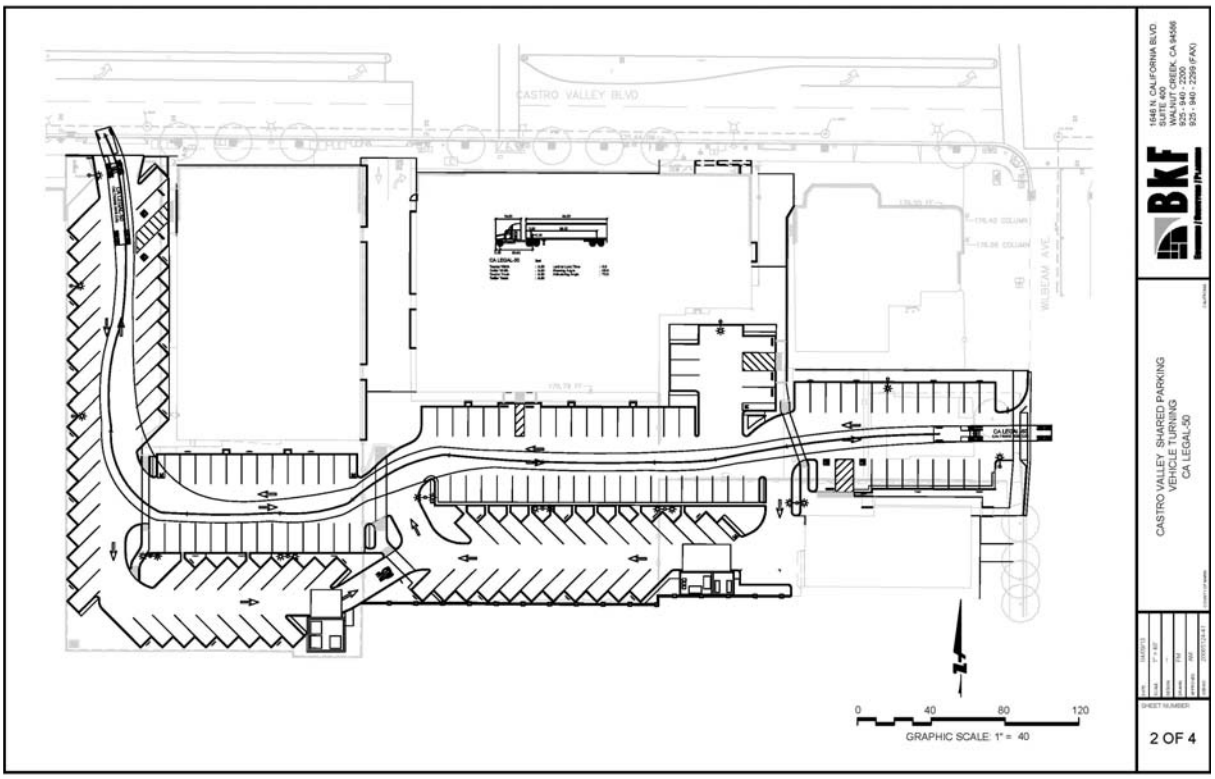

Figure 7. Demonstrating Access Through Site by a WB 50 Truck Tractor - Semitrailer

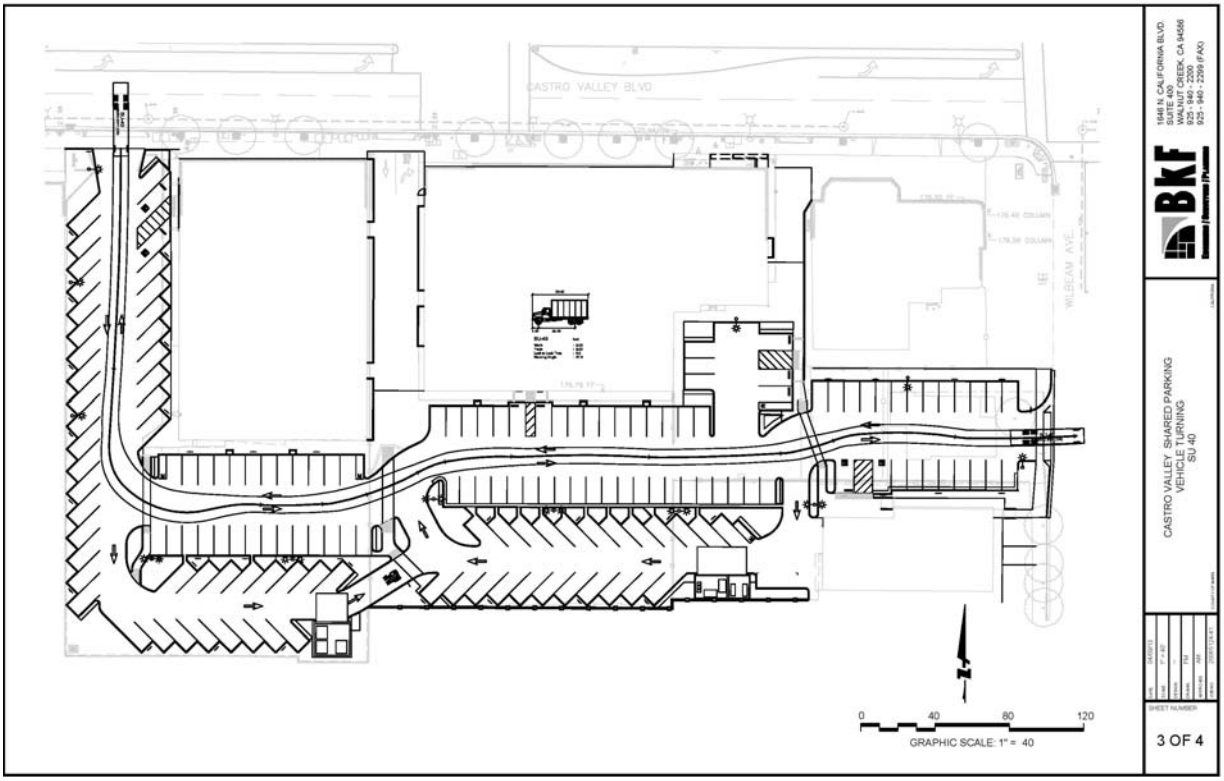

Figure 8. Demonstrating Access Through Site by 30 ft. Standard Delivery Truck

On the basis of the foregoing professional engineering assessment of the proposed parking and circulation plan, the Project would have a ***less than significant impact*** with respect to design hazards.

e) Inadequate Emergency Access.

Significance Criteria: The Project would have a significant effect on the environment if it were to result in inadequate emergency access.

The Project would provide improved access for Alameda County Fire Department personnel and equipment to access all of the buildings served by the proposed new parking lot. The Project is designed with adequate lane widths and turning radii consistent with Fire Department Codes and standards. Therefore, the Project would have ***no impact*** with regard to inadequate emergency access.

f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities.

Significance Criteria: The Project would have a significant effect on the environment if it were to conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.

The Project would support alternative transportation because it is located within half a mile of a bus route with connections to Castro Valley BART (Bay Area Rapid Transit) stations. There would be ***no impact*** as a result of conflict with policies, plans or programs related to alternative transportation.

17. UTILITIES AND SERVICE SYSTEMS Would the project	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			☒	
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			☒	
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			☒	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			☒	
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			☒	
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			☒	
g) Comply with federal, state, and local statutes and regulations related to solid waste?			☒	

IMPACT DISCUSSION

a/b/e) Wastewater Collection, Treatment, Disposal

Significance Criteria: The Project would have a significant effect if it would:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board;

b) Require or result in the construction of new wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects;

e) Result in a determination by the wastewater treatment provider which serves or may serve the Project that it does not have adequate capacity to serve the Project's projected demand in addition to the providers' existing commitments and require or result in construction of new wastewater treatment facilities or expansion of existing facilities, construction of which could cause significant environmental effects.

The San Francisco Regional Water Quality Control Board establishes standards for the generation of wastewater to and from wastewater treatment facilities, and regulates the discharge of industrial pollutants into treatment facilities, and requires such facilities to meet specific standards for water discharged into San Francisco Bay and the Pacific Ocean.

Wastewater in the Project area is collected by the Castro Valley Sanitary District (CVSD), whose collection infrastructure conveys wastewater to the Oro Loma Sanitary District in San Lorenzo. The two districts provide sewer and solid waste services to adjacent service areas and jointly own treatment and disposal infrastructure. CVSD is entitled to a nominal average dry-weather flow of 5.0 million gallons per day (MGD) through the Oro Loma plant, which has a total capacity of 20 MGD and had an average daily dry weather flow of 15 MGD in 2000. Daily dry-weather flows from the CVSD have average 4.2 MGD.

Treated effluent is transported to the East Bay Dischargers Authority (EBDA) system for chlorination and disposal. The EBDA was formed in 1974, as a Joint Powers Authority involving the City of Hayward, City of San Leandro, Oro Loma Sanitary District, Union Sanitary District, and Castro Valley Sanitary District. The EBDA provides for the final treatment (de-chlorination) and disposal of combined wastewater flows through a joint outfall facility located near the San Leandro Marina. The combined effluent flows of the member agencies is discharged in an outfall pipeline extending approximately seven miles out into San Francisco Bay.

The only structures to be constructed as part of the Shared Parking Lot Project would be two small enclosures to house common trash bins for the use of the tenants in the adjacent storefronts and restaurants. Each of these two enclosures would be constructed on concrete slabs with floor drains to accommodate periodic cleaning. Wastewater from cleaning operations would drain into new sewer laterals to be installed during construction of the parking lot and connected to the main trunk line in Castro Valley Boulevard. Flows from these two enclosures would be minimal.

The re-use of the Daughtrey Building would also generate wastewater flows through existing sewer laterals in the building that connect to the trunk line in the street. Flows from the Daughtrey Building would not likely be materially greater or lesser than when the building was previously in active commercial use. The Project's potential impacts related to wastewater treatment and discharge would be ***less than significant.***

d) Storm Water Drainage Facilities

Significance Criteria: The Project would have a significant effect if it were to require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.

The Alameda County Flood Control and Water Conservation District storm drain system was developed to accommodate planned development of the area, including the Project site. The vicinity is presently served by storm drainage mains which are sized to accommodate existing development, including the existing parking lots at the Project site. Because the amount of impervious surface area would be reduced by approximately 18 percent with the use of pervious pavers and landscape planning beds, more stormwater would percolate into the ground compared with current conditions and a smaller volume of stormwater would run-off from the new Parking lot into the storm drain system. The proposed Filterra bio retention and treatment units would further reduce the volume, velocity and pollutants of stormwater run-off before it enters the public storm drain system. Given the above, the Project would not require the installation of new stormwater facilities and, therefore, any impact on stormwater and drainage infrastructure would be ***less than significant***.

e) Water Supply

Significance Criteria: The Project would have a significant effect if it would be unable to secure sufficient water supplies available to serve the Project from existing entitlements and resources, necessitating new or expanded entitlements.

Domestic water service in unincorporated Alameda County is provided by the East Bay Municipal Utilities District (EBMUD). All of Castro Valley is within the service area of the EBMUD. Water is provided to the Castro Valley area from 15 pressure zones ranging in service elevation from 100 to 950 feet. Existing facilities include 21 reservoirs and water tanks that provide water to Castro Valley as well as to some adjacent unincorporated areas and parts of Hayward. The water requirements of the Project would be limited to that which is needed for landscape irrigation and uses within the Daughtrey Building.

The amount of water required would represent a minimal increase in the demand for and consumption of potable water. Any impact involving EBMUD's water entitlements and supply capacity would be ***less than significant***.

f/g) Solid Waste Disposal Capacity and Compliance with Solid Waste Regulations

Significance Criteria: The Project would have a significant effect if it were unable to be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs or if it did not comply with federal, state, and local statutes and regulations related to solid waste.

The two common waste bin enclosures to be constructed in the parking lot would primarily serve the solid waste removal needs of the commercial uses that front on Castro Valley Boulevard, including the Daughtrey Building as well as the disposal of any trash or debris that may gather on the parking lot itself. The amount of solid waste resulting from the public use of the parking lot and Daughtrey Building would likely be similar to the amount collected and sent to landfills currently. Any increase in solid waste from the parking lot or Daughtrey Building would be minimal and would represent a ***less than significant impact*** on the capacity of local landfills.

18. MANDATORY FINDINGS OF SIGNIFICANCE	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			☒	
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)			☒	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			☒	

DISCUSSION

a) Quality of the Environment

Construction of the proposed Castro Valley Parking Lot and re-use of the Daughtrey Building would have a less than significant short-term effect on air quality during construction related to the generation of dust and fine particulate matter and Diesel Particulate Matter. However, the low levels of expected emissions would be below significance levels, and the short duration of the construction period would result in less than significant potential health effects for nearby residents and sensitive receptors.

Provided all policies, rules and regulations of all relevant governing bodies are adhered to, and the mitigation measures identified within this Initial Study are implemented, the effects and impacts of the Project on the quality of the environment, including the habitat and population of fish and wildlife, plant and animal communities, rare or endangered species, or important examples of California history or prehistory, would be ***less than significant***.

b) Cumulatively Considerable Impacts

Implementation of the Project would not cumulatively impact the environment provided all policies, rules and regulations of all relevant governing bodies are adhered to, and the mitigation measures contained within this Initial Study are implemented. No Project impacts have been identified that are individually limited but cumulatively considerable.

c) Adverse Effects on Human Beings

The Project would not have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly.

E. SOURCES

1. Alameda County, Castro Valley General Plan March 2012
2. Alameda County, *Castro Valley General Plan Draft Environmental Impact Report*, April 2007.
3. Alameda County, *Eden Area General Plan Draft Environmental Impact Report*, October 2006.
4. Alameda County, *A New General Plan for Castro Valley, Existing Conditions Report*, March 2005.
5. Alameda County, *Castro Valley Plan, a part of the Alameda County General Plan*, Adopted April 4, 1985
6. Alameda County, *Noise Element of the Alameda County General Plan*, Adopted by Board of Supervisors July 31, 1975, As Revised September 1975 and Amended May 5, 1994.
7. Alameda County, *Conservation Element of the Alameda County General Plan*, November 23, 1976.
8. Alameda County, *Unincorporated San Lorenzo Historical Building Survey, Alameda County, California*, July 2000.
9. Alameda County, *Archaeology in Alameda County: A Handbook for Planners*, 1976.
10. Alameda County, *Alameda County Airport Land Use Policy Plan*, adopted July 16, 1986.
11. Alameda County Sheriff's Office, personal communication with Deputy Frank Buschhueter, 2011.
12. Bay Area Air Quality Management District, *California Environmental Quality Act Air Quality Guidelines, June* 2010.
13. California Department of Toxic Substances Control, *http://www.dtsc.ca.gov/database/Calsites*.
14. California State Water Resources Control Board - San Francisco Regional Water Quality Control Board, *Water Quality Control Plan - Basin Plan*, 2004.
15. United States Federal Emergency Management Agency – Federal Insurance Administration, *Flood Insurance Rate Map, Alameda County, California (Unincorporated Areas), Community-Panel number 60001 0090A*, Effective 2002.

ATTACHMENT A

Site Photos

ATTACHMENT A: SITE PHOTOS

Shops fronting on CVB just west of Daughtry Bldg.

Fence separating Daughtry Bldg. lot from Ice Creamery

View of residences next to Daughtrey Bldg. lot

View east along CVB; Daughtrey Bldg. at right

View of residences at rear of Ice Creamery lot

Empty lot on Wilbeam, looking west

Rear of Ice Creamery, from Daughtrey lot

View looking south along Wibeam

View east of CVB frontage of Campo Trust Bldg.

View of vacant lot on Wilbeam (beyond fence)

Parking areas behind Fong's and Ice Creamery

Parking behind Fong's Restaurant

View of residences beyond Ice Creamery parking

Southern edge of Daughtrey parking lot, looking west

View across Daughtrey lot towards northwest

View of Daughtrey Building lot, looking southwest

West edge of Daughtrey parking, looking north

Entrance to Daughtrey lot from Castro Valley Blvd.

ATTACHMENT B

Air Quality Analysis Assumptions and Calculations

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Urbemis 2007 Version 9.2.4

Combined Summer Emissions Reports (Pounds/Day)

File Name: C:\Users\nat\AppData\Roaming\Urbemis\Version9a\Projects\Castro Valley Parking Lot 2013.urb924

Project Name: Castro Valley Parking Lot

Project Location: Bay Area Air District

On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006

Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

	ROG	NOx	CO	SO2	PM10 Dust	PM10 Exhaust	PM10	PM2.5 Dust	PM2.5 Exhaust	PM2.5	CO2
2014 TOTALS (lbs/day unmitigated)	2.60	19.12	11.57	0.00	13.60	1.10	14.49	2.84	1.01	3.66	2,349.46

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Summer Pounds Per Day, Unmitigated

	ROG	NOx	CO	SO2	PM10 Dust	PM10 Exhaust	PM10	PM2.5 Dust	PM2.5 Exhaust	PM2.5	CO2
Time Slice 4/15/2014-6/13/2014 Active Days: 44	2.44	**19.12**	**11.57**	0.00	**13.60**	0.89	**14.49**	**2.84**	0.82	**3.66**	**2,349.46**
Mass Grading 04/15/2014-06/15/2014	2.44	19.12	11.57	0.00	13.60	0.89	14.49	2.84	0.82	3.66	2,349.46
Mass Grading Dust	0.00	0.00	0.00	0.00	13.60	0.00	13.60	2.84	0.00	2.84	0.00
Mass Grading Off Road Diesel	2.41	19.08	10.74	0.00	0.00	0.89	0.89	0.00	0.82	0.82	2,247.32
Mass Grading On Road Diesel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mass Grading Worker Trips	0.03	0.04	0.84	0.00	0.00	0.00	0.01	0.00	0.00	0.00	102.14

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Time Slice 6/16/2014-6/30/2014 Active Days: 11	**2.60**	13.83	10.82	**0.00**	0.02	**1.10**	1.11	0.01	**1.01**	1.01	1,671.63
Asphalt 06/16/2014-06/30/2014	2.60	13.83	10.82	0.00	0.02	1.10	1.11	0.01	1.01	1.01	1,671.63
Paving Off-Gas	0.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Paving Off Road Diesel	2.06	12.89	8.85	0.00	0.00	1.06	1.06	0.00	0.98	0.98	1,272.04
Paving On Road Diesel	0.06	0.86	0.29	0.00	0.01	0.03	0.04	0.00	0.03	0.03	195.30
Paving Worker Trips	0.05	0.09	1.68	0.00	0.01	0.01	0.02	0.00	0.00	0.01	204.29

Phase Assumptions

Phase: Mass Grading 4/15/2014 - 6/15/2014 - Default Fine Site Grading Description

Total Acres Disturbed: 1.8

Maximum Daily Acreage Disturbed: 0.68

Fugitive Dust Level of Detail: Default

20 lbs per acre-day

On Road Truck Travel (VMT): 0

Off-Road Equipment:

1 Graders (174 hp) operating at a 0.61 load factor for 6 hours per day

1 Rubber Tired Dozers (357 hp) operating at a 0.59 load factor for 6 hours per day

1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

1 Water Trucks (189 hp) operating at a 0.5 load factor for 8 hours per day

Phase: Paving 6/16/2014 - 6/30/2014 - Default Paving Description

Acres to be Paved: 1.8

Off-Road Equipment:

4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day

1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day

1 Paving Equipment (104 hp) operating at a 0.53 load factor for 8 hours per day

1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day

1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

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Urbemis 2007 Version 9.2.4

Combined Annual Emissions Reports (Tons/Year)

File Name: C:\Users\nat\AppData\Roaming\Urbemis\Version9a\Projects\Castro Valley Parking Lot 2013.urb924

Project Name: Castro Valley Parking Lot

Project Location: Bay Area Air District

On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006

Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

	ROG	NOx	CO	SO2	PM10 Dust	PM10 Exhaust	PM10	PM2.5 Dust	PM2.5 Exhaust	PM2.5	CO2
2014 TOTALS (tons/year unmitigated)	0.07	0.50	0.31	0.00	0.30	0.03	0.32	0.06	0.02	0.09	60.88

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

	ROG	NOx	CO	SO2	PM10 Dust	PM10 Exhaust	PM10	PM2.5 Dust	PM2.5 Exhaust	PM2.5	CO2

2014	0.07	0.50	0.31	0.00	0.30	0.03	0.32	0.06	0.02	0.09	60.88
Mass Grading 04/15/2014-06/15/2014	0.05	0.42	0.25	0.00	0.30	0.02	0.32	0.06	0.02	0.08	51.69
Mass Grading Dust	0.00	0.00	0.00	0.00	0.30	0.00	0.30	0.06	0.00	0.06	0.00
Mass Grading Off Road Diesel	0.05	0.42	0.24	0.00	0.00	0.02	0.02	0.00	0.02	0.02	49.44
Mass Grading On Road Diesel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mass Grading Worker Trips	0.00	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.25
Asphalt 06/16/2014-06/30/2014	0.01	0.08	0.06	0.00	0.00	0.01	0.01	0.00	0.01	0.01	9.19
Paving Off-Gas	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Paving Off Road Diesel	0.01	0.07	0.05	0.00	0.00	0.01	0.01	0.00	0.01	0.01	7.00
Paving On Road Diesel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.07
Paving Worker Trips	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.12

Phase Assumptions

Phase: Mass Grading 4/15/2014 - 6/15/2014 - Default Fine Site Grading Description

Total Acres Disturbed: 1.8

Maximum Daily Acreage Disturbed: 0.68

Fugitive Dust Level of Detail: Default

20 lbs per acre-day

On Road Truck Travel (VMT): 0

Off-Road Equipment:

1 Graders (174 hp) operating at a 0.61 load factor for 6 hours per day

1 Rubber Tired Dozers (357 hp) operating at a 0.59 load factor for 6 hours per day

1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

1 Water Trucks (189 hp) operating at a 0.5 load factor for 8 hours per day

Phase: Paving 6/16/2014 - 6/30/2014 - Default Paving Description

Acres to be Paved: 1.8

4/9/2013 3:34:21 PM

Off-Road Equipment:

4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day

1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day

1 Paving Equipment (104 hp) operating at a 0.53 load factor for 8 hours per day

1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day

1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

7/5/2013 02:18:49 PM

Urbemis 2007 Version 9.2.4

Detail Report for Annual Operational Unmitigated Emissions (Tons/Year)

File Name:

Project Name: Daughtrey Building Re-Use

Project Location: Alameda County

On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006

Off-Road Vehicle Emissions Based on: OFFROAD2007

OPERATIONAL EMISSION ESTIMATES (Annual Tons Per Year, Unmitigated)

Source	ROG	NOX	CO	SO2	PM10	PM25	CO2
Free-standing discount store	1.70	2.61	21.71	0.03	0.25	0.16	2,752.14
TOTALS (tons/year, unmitigated)	1.70	2.61	21.71	0.03	0.25	0.16	2,752.14

Does not include correction for passby trips

Does not include double counting adjustment for internal trips

Analysis Year: 2015 Season: Annual

Emfac: Version : Emfac2007 V2.3 Nov 1 2006

Summary of Land Uses

Land Use Type	Acreage	Trip Rate	Unit Type	No. Units	Total Trips	Total VMT
Free-standing discount store		56.02	1000 sq ft	39.00	2,184.78	16,152.08
					2,184.78	16,152.08

Vehicle Fleet Mix

Vehicle Type	Percent Type	Non-Catalyst	Catalyst	Diesel
Light Auto	54.4	0.2	99.6	0.2
Light Truck < 3750 lbs	12.3	0.8	97.6	1.6
Light Truck 3751-5750 lbs	19.8	0.0	100.0	0.0
Med Truck 5751-8500 lbs	6.4	0.0	100.0	0.0
Lite-Heavy Truck 8501-10,000 lbs	0.8	0.0	75.0	25.0

Lite-Heavy Truck 10,001-14,000 lbs	0.6	0.0	50.0	50.0
Med-Heavy Truck 14,001-33,000 lbs	1.3	0.0	15.4	84.6
Heavy-Heavy Truck 33,001-60,000 lbs	0.7	0.0	0.0	100.0
Other Bus	0.1	0.0	0.0	100.0
Urban Bus	0.1	0.0	0.0	100.0
Motorcycle	2.9	48.3	51.7	0.0
School Bus	0.0	0.0	0.0	0.0
Motor Home	0.6	0.0	83.3	16.7

Travel Conditions

	Residential			Commercial		
	Home-Work	Home-Shop	Home-Other	Commute	Non-Work	Customer
Urban Trip Length (miles)	10.8	7.3	7.5	9.5	7.4	7.4
Rural Trip Length (miles)	16.8	7.1	7.9	14.7	6.6	6.6
Trip speeds (mph)	35.0	35.0	35.0	35.0	35.0	35.0
% of Trips - Residential	32.9	18.0	49.1			
% of Trips - Commercial (by land use)						
Free-standing discount store				2.0	1.0	97.0

Summary Results

Project Name: Daughtrey Building Re-Use
Project and Baseline Years: 2014 N/A

Results	Unmitigated Project-Baseline CO2e (metric tons/year)	Mitigated Project-Baseline CO2e (metric tons/year)
Transportation:	897.12	897.12
Area Source:	0.00	0.00
Electricity:	115.61	115.61
Natural Gas:	7.32	7.32
Water & Wastewater:	1.49	1.49
Solid Waste:	73.54	73.54
Agriculture:	0.00	0.00
Off-Road Equipment:	0.00	0.00
Refrigerants:	0.00	0.00
Sequestration:	N/A	0.00
Purchase of Offsets:	N/A	0.00
Total:	1,095.07	1,095.07

Baseline is currently: **OFF**

Detailed Results

Unmitigated	CO2 (metric tpy)	CH4 (metric tpy)	N2O (metric tpy)	CO2e (metric tpy)	% of Total
Transportation*:				897.12	81.92%
Area Source:	0.00	0.00	0.00	0.00	0.00%
Electricity:	115.42	0.00	0.00	115.61	0.00%
Natural Gas:	7.30	0.00	0.00	7.32	0.00%
Water & Wastewater:	1.49	0.00	0.00	1.49	0.00%
Solid Waste:	0.54	3.48	N/A	73.54	0.00%
Agriculture:	0.00	0.00	0.00	0.00	0.00%
Off-Road Equipment:	0.00	0.00	0.00	0.00	0.00%
Refrigerants:	N/A	N/A	N/A	0.00	0.00%
Sequestration:	N/A	N/A	N/A	N/A	N/A
Purchase of Offsets:	N/A	N/A	N/A	N/A	N/A
Total:				1,095.07	81.92%

* Several adjustments were made to transportation emissions after they have been imported from URBEMIS.
After importing from URBEMIS, CO2 emissions are converted to metric tons and then adjusted to account for the "Pavley" regulation.
Then, CO2 is converted to CO2e by multiplying by 100/95 to account for the contribution of other GHGs (CH4, N2O, and HFCs [from leaking air conditioners]).
Finally, CO2e is adjusted to account for th low carbon fuels rule.

No mitigation is incorporated and no baseline is utilized.

ATTACHMENT C

Record Search Results Report from NWIC/Sonoma State University

CALIFORNIA HISTORICAL RESOURCES INFORMATION SYSTEM

ALAMEDA
COLUSA
CONTRA COSTA
LAKE
MARIN
MENDOCINO
MONTEREY
NAPA
SAN BENITO
SAN FRANCISCO
SAN MATEO
SANTA CLARA
SANTA CRUZ
SOLANO
SONOMA
YOLO

Northwest Information Center
Sonoma State University
150 Professional Center Drive, Suite E
Rohnert Park, California 94928-3609
Tel: 707.588.8455
nwic@sonoma.edu
http://www.sonoma.edu/nwic

April 17, 2013 NWIC File No.: 12-1172

Nathaniel Taylor
Lamphier-Gregory
1944 Embarcadero
Oakland, CA 94606

Re: Record search results for the proposed Castro Valley Shared Parking Lot project, Project No. 2908 Task Order #12.

Dear Mr. Taylor:

Per your rapid response request received by our office on 11 April 2013, a records search was conducted for the above referenced project by reviewing pertinent Northwest Information Center (NWIC) base maps that reference cultural resources records and reports, historic-period maps, and literature for Alameda County. Please note that use of the term cultural resources includes both archaeological resources and historical buildings and/or structures.

Review of this information indicates there is no record of any cultural resources studies that cover the Castro Valley Shared Parking Lot project area. This project area contains no recorded archaeological resources. The State Office of Historic Preservation Historic Property Directory (OHP HPD) (which includes listings of the California Register of Historical Resources, California State Historical Landmarks, California State Points of Historical Interest, and the National Register of Historic Places) includes no recorded buildings or structures within the proposed project area. In addition to these inventories, the NWIC base maps show no recorded buildings or structures.

At the time of Euroamerican contact the Native Americans that lived in the area were speakers of a Costanoan/Ohlone language, part of the Utian language family (Levy 1978:485). There are no Native American resources in or adjacent to the proposed project area referenced in the ethnographic literature.

Based on an evaluation of the environmental setting and features associated with known sites, Native American resources in this part of Alameda County Counties have been found in close proximity to sources of water (including perennial and intermittent

streams and springs), in sheltered inland valleys, and near ecotones or other productive resource environments. While the proposed project area is located within Castro Valley, it is located away from sources of water and ecotones or other productive resource environments. Given the dissimilarity of these environmental factors, there is a low potential of identifying unrecorded Native American resources in the proposed Castro Valley Shared Parking Lot project area.

Review of historical literature and maps gave no indication of the possibility of historic-period archaeological resources within the project area. While the general vicinity of the proposed project underwent early development during the mid to late 19th century, maps from those eras and from the early 20th century fail to show any buildings or structures with the proposed project area. With this in mind, there is a low potential of identifying unrecorded historic-period archaeological resources in the proposed project area.

The 1942 Hayward USGS 15-minute topographic quadrangle depicts several buildings that appear to be within the proposed project area. These unrecorded buildings or structures meet the Office of Historic Preservation's minimum age standard that buildings, structures, and objects 45 years or older may be of historical value.

RECOMMENDATIONS:

1) There is a low possibility of identifying Native American and historic-period archaeological resources and further study is not recommended at this time.

2) If archaeological resources are encountered **during construction**, work should be temporarily halted in the vicinity of the discovered materials and workers should avoid altering the materials and their context until a qualified professional archaeologist has evaluated the situation and provided appropriate recommendations. Project personnel should not collect cultural resources. Native American resources include chert or obsidian flakes, projectile points, mortars, and pestles; and dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic-period resources include stone or adobe foundations or walls; structures and remains with square nails; and refuse deposits or bottle dumps, often located in old wells or privies.

3) The proposed project area contains several unrecorded buildings or structures. Therefore, prior to commencement of project activities, it is recommended that these resources be assessed by a professional familiar with the architecture and history of Alameda County. Please refer to the list of consultants who meet the Secretary of Interior's Standards at http://www.chrisinfo.org.

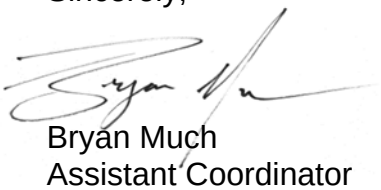
4) Review for possible historic-period buildings or structures has included only

those sources listed in the attached bibliography and should not be considered comprehensive.

5) It is recommended that any identified cultural resources be recorded on DPR 523 historic resource recordation forms, available online from the Office of Historic Preservation's website: http://ohp.parks.ca.gov/default.asp?page_id=1069

Thank you for using our services. Please contact this office if you have any questions, (707) 588-8455.

Sincerely,



Bryan Much
Assistant Coordinator

LITERATURE REVIEWED

In addition to archaeological maps and site records on file at the Historical Resources Information System, Northwest Information Center, the following literature was reviewed:

Bowman, J.N.
1951 *Adobe Houses in the San Francisco Bay Region*. In Geologic Guidebook of the San Francisco Bay Counties, Bulletin 154. California Division of Mines, Ferry Building, San Francisco, CA.

Cook, S.F.
1957 *The Aboriginal Population of Alameda and Contra Costa Counties*. University of California Anthropological Records 16(4):131-156. Berkeley and Los Angeles.

Fickewirth, Alvin A.
1992 *California Railroads*. Golden West Books, San Marino, CA.

Gudde, Erwin G.
1969 *California Place Names: The Origin and Etymology of Current Geographical Names*. Third Edition. University of California Press, Berkeley and Los Angeles.

Hart, James D.
1987 *A Companion to California*. University of California Press, Berkeley and Los Angeles.

Heizer, Robert F., editor
1974 *Local History Studies*, Vol. 18., "The Costanoan Indians." California History Center, DeAnza College, Cupertino, CA.

Helley, E.J., K.R. Lajoie, W.E. Spangle, and M.L. Blair
1979 *Flatland Deposits of the San Francisco Bay Region - Their Geology and Engineering Properties, and Their Importance to Comprehensive Planning*. Geological Survey Professional Paper 943. United States Geological Survey and Department of Housing and Urban Development.

Hoover, Mildred Brooke, Hero Eugene Rensch, and Ethel Rensch, revised by William N. Abeloe
1966 *Historic Spots in California*. Third Edition. Stanford University Press, Stanford, CA.

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1990 *Historic Spots in California*. Fourth Edition. Stanford University Press, Stanford, CA.

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2005 *Caltrans Statewide Historic Bridge Inventory Update*. Caltrans, Division of Environmental Analysis, Sacramento, CA.

Kroeber, A.L.
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Levy, Richard
1978 Costanoan. In *California,* edited by Robert F. Heizer, pp. 485-495. Handbook of North American Indians, vol. 8, William C. Sturtevant, general editor. Smithsonian Institution, Washington, D.C.

Majmundar, Hasmukhrai H.
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Milliken, Randall
1995 *A Time of Little Choice: The Disintegration of Tribal Culture in the San Francisco Bay Area 1769-1810*. Ballena Press Anthropological Papers No. 43, Menlo Park, CA.

Myers, William A. (editor)
1977 *Historic Civil Engineering Landmarks of San Francisco and Northern California*. Prepared by The History and Heritage Committee, San Francisco Section, American Society of Civil Engineers. Pacific Gas and Electric Company, San Francisco, CA.

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1909 *Shellmounds of the San Francisco Bay Region*. University of California Publications in American Archaeology and Ethnology 7(4):309-356. (Reprint by Kraus Reprint Corporation, New York, 1964)

Nichols, Donald R., and Nancy A. Wright
1971 Preliminary Map of Historic Margins of Marshland, San Francisco Bay, California. U.S. Geological Survey Open File Map. U.S. Department of the Interior, Geological Survey in cooperation with the U.S. Department of Housing and Urban Development, Washington, D.C.

Roberts, George, and Jan Roberts
1988 *Discover Historic California*. Gem Guides Book Co., Pico Rivera, CA.

Sanborn Insurance Maps
1897 Oakland. Sanborn Map Publishing Co. Oakland, CA.
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1912-1951 Oakland. Sanborn Map Publishing Co. Oakland, CA.

State of California Department of Parks and Recreation
1976 *California Inventory of Historic Resources*. State of California Department of Parks and Recreation, Sacramento.

State of California Department of Parks and Recreation and Office of Historic Preservation
1988 *Five Views: An Ethnic Sites Survey for California*. State of California Department of Parks and Recreation and Office of Historic Preservation, Sacramento.

State of California Office of Historic Preservation **
2012 *Historic Properties Directory*. Listing by City (through April 2012). State of California Office of Historic Preservation, Sacramento.

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Ver Planck, W.E.
1957 Salt: California Division of Mines and Geology Bulletin 176. Ferry Building, San Francisco.

Williams, James C.
1997 *Energy and the Making of Modern California*. The University of Akron Press, Akron, OH.

Woodbridge, Sally B.
1988 *California Architecture: Historic American Buildings Survey*. Chronicle Books, San Francisco, CA.

Works Progress Administration
1984 *The WPA Guide to California*. Reprint by Pantheon Books, New York. (Originally published as California: A Guide to the Golden State in 1939 by Books, Inc., distributed by Hastings House Publishers, New York.)

**Note that the Office of Historic Preservation's *Historic Properties Directory* includes National Register, State Registered Landmarks, California Points of Historical Interest, and the California Register of Historical Resources as well as Certified Local Government surveys that have undergone Section 106 review.

Attachment D

Phase I Environmental Site Assessment

PHASE I ENVIRONMENTAL SITE ASSESSMENT

3295 CASTRO VALLEY BOULEVARD
CASTRO VALLEY, CALIFORNIA

PREPARED FOR:
ALAMEDA COUNTY REDEVELOPMENT AGENCY
224 W. WINTON AVENUE, ROOM 110
HAYWARD, CALIFORNIA

PREPARED BY:
GEOCON CONSULTANTS, INC.
6671 BRISA STREET
LIVERMORE, CALIFORNIA

GEOCON

GEOCON PROJECT NO. E8545-06-01

SEPTEMBER 2010

GEOCON
CONSULTANTS, INC.
GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS

Project No. E8545-06-01
September 14, 2010

Mr. Bill Lambert
Alameda County Redevelopment Agency
224 W. Winton Avenue, Room 110
Hayward, California 94544

Subject: 3295 CASTRO VALLEY BOULEVARD
CASTRO VALLEY, ALAMEDA COUNTY, CALIFORNIA
PHASE I ENVIRONMENTAL SITE ASSESSMENT

Dear Mr. Lambert:

In accordance with your request, we have performed a Phase I Environmental Site Assessment (ESA) of the property located at 3295 Castro Valley Boulevard (the Site) in Castro Valley, Alameda County, California. The Phase I ESA was performed to assess the potential presence of hazardous substances/petroleum hydrocarbon impacts on the Site prior to purchase of the Site by the Alameda County Redevelopment Agency for proposed re-sale.

This report summarizes the findings of the Phase I ESA including the potential presence of recognized environmental conditions as defined by the American Society for Testing and Materials designation E 1527-05, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* and 40 Code of Federal Regulations (CFR) Part 312 *Standards and Practices for All Appropriate Inquiries*.

We appreciate the opportunity to have provided our services on this project. Please contact us if you have any questions concerning this report or if we may be of further service.

Sincerely,

GEOCON CONSULTANTS, INC.

Chris Giuntoli, REA, CAC
Sr. Project Scientist

Rebecca L. Silva, REA
Sr. Project Scientist

(2 + 1 CD) Addressee

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E. EDR Historical Aerial Photographs
F. EDR Historical Topographic Maps
G. EDR City Directory Abstracts
H. Versar 1996 Phase I ESA Cover Letter and Table 2
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PHASE I ENVIRONMENTAL SITE ASSESSMENT

1.0 INTRODUCTION

This report presents the results of a Phase I Environmental Site Assessment (ESA) of the property located at 3295 Castro Valley Boulevard (the Site) in Castro Valley, Alameda County, California. The Phase I ESA was performed at the request of the Alameda County Redevelopment Agency (RDA) to facilitate purchase and subsequent re-sale of the Site.

1.1 Purpose and Objectives

The purpose of the Phase I ESA was to identify potential "recognized environmental conditions" (RECs) as defined by the American Society for Testing and Materials (ASTM) Designation E 1527-05 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.* Section 1.1.1 of the ASTM Standard E 1527-05 defines a REC as "*the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water, or surface water of the property."* The term as further defined by ASTM *"is not intended to include de minimis conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of the enforcement action if brought to the attention of appropriate governmental agencies."* "Historical recognized environmental conditions" are defined as an *"environmental condition, which in the past would have been considered a recognized environmental condition, but which may or may not be considered a recognized environmental condition currently."*

The Phase I ESA was conducted in general accordance with the requirements of 40 Code of Federal Regulations (CFR) Part 312 titled *Standards and Practices for All Appropriate Inquiries*, as required under Sections 101(35)(B)(ii) and (iii) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The purpose of an All Appropriate Inquiries (AAI) investigation into the previous ownership and uses of a property is to meet the provisions necessary for the landowner, contiguous property owner, and/or bona fide prospective purchaser to qualify for certain landowner liability protections under CERCLA.

The main components of the Phase I ESA, as specified by the ASTM Standard, and their objectives include the following:

- **Physical Setting:** We reviewed physical setting references to obtain information concerning the topographic, geologic, and hydrogeologic characteristics of the Site and vicinity. This information may be indicative of the direction and/or extent that a contaminant could migrate in the event of a spill or release.

- **Records Review:** We reviewed publicly available federal, state, and local regulatory agency records for information that could identify potential or existing RECs at or near the Site.
- **Site History:** We reviewed historical information to evaluate the previous uses of the Site and surrounding area and their potential to have created RECs at or near the Site. Historical information reviewed included aerial photographs, topographic maps, city directories, and building department records. In addition, we conducted interviews with persons who were reasonably expected to be knowledgeable about historical and/or current conditions at and uses of the Site.
- **Site Reconnaissance:** The objective of the site reconnaissance was to obtain information indicating the likelihood of identifying RECs in connection with the Site. The site reconnaissance was for the Site and adjoining properties only and did not include moving onsite debris, vehicles, or other objects to allow for observation of the underlying ground surface. Offsite properties and features were viewed from the Site, nearby public rights-of-way, and via a drive-by reconnaissance of the surrounding area.

1.2 Scope of Services

This assessment was conducted in general accordance with the scope of services outlined in our Proposal No. LE-10-063, dated July 27, 2010.

1.3 Report Limitations

This Phase I ESA report has been prepared exclusively for the Client, the Alameda County RDA. The information obtained is only relevant for the dates of the records reviewed or as of the date of the latest site visit. Therefore, the information contained herein is only valid as of the date of the report and will require an update to reflect recent records/site visits.

The Client should recognize that this report is not a comprehensive site characterization and should not be construed as such. The findings and conclusions presented in this report are predicated on the site reconnaissance, a review of the specified regulatory records, and a review of the historical usage of the Site, as presented in this report. The Client should also understand that wetlands, asbestos-containing materials (ACM), lead-containing paint (LCP), lead in drinking water, radon, mercury related to mining activities, methane, and mold surveys were not included in the scope of services for this Phase I ESA. Potential naturally occurring hazards such as asbestos and arsenic also were not included.

Therefore, the report should only be deemed conclusive with respect to the information obtained. No guarantee or warranty of the results of the ESA is implied within the intent of this report or any subsequent reports, correspondence or consultation, either express or implied. We strived to conduct the services summarized herein in accordance with the local standard of care in the geographic region at the time the services were rendered.

1.4 Data Gaps

A data gap is defined by the ASTM Standard E 1527-05 as "a lack of or inability to obtain information required by this practice despite good faith efforts by the environmental professional to gather such information." Data gaps could include such things as insufficient historical information, the inability to interview persons with direct site knowledge (i.e., the owner(s), past owner(s), tenants, workers, etc.) or the lack of access to all parts of a site during the site reconnaissance.

Sanborn Maps were not reviewed for the Site since Environmental Data Resources, Inc. (EDR) stated that Sanborn Map coverage was not available. Based on our review of additional historical information sources, we do not feel that a significant data gap is caused by not reviewing Sanborn Maps.

2.0 SITE DESCRIPTION

This section provides information regarding the location and physical characteristics of the Site, including its size, topography, and geologic, soil, and hydrogeologic conditions.

2.1 Location and Legal Description

The Site consists of one parcel totaling 1.03 acres located at 3295 Castro Valley Boulevard in Castro Valley, Alameda County, California. The Site is further identified by Alameda County Assessor's Parcel Number (APN) 080-0040-018-04. A copy of the parcel map for the Site is presented as Appendix A. The Site is located in Section 3, Township 3 South, Range 2 West, Mount Diablo Base and Meridian. A Vicinity Map showing the site location is presented as Figure 1.

2.2 Site and Vicinity General Characteristics

The Site consists of a 1.03-acre parcel currently developed with an approximate 39,000-square-foot commercial building (combined ground floor, mezzanine, and basement [approximate 15,000-square-foot building footprint]), and associated asphalt-paved parking lot. The Site is situated within a commercial and residential area of Alameda County. Site Plans depicting the site boundaries and adjacent properties, and detailed site features are presented as Figures 2 and 3.

2.2.1 Topography

The Site is located in the eastern portion of the San Francisco Bay Area, south of Mount Diablo. The 7.5-minute United States Geological Survey (USGS) topographic map dated 1959 (photorevised 1980), for the Hayward, California, quadrangle shows that the Site is located at an elevation of approximately 150 feet above mean sea level and slopes gently toward the southwest. The nearest surface water bodies are Chabot Creek and Castro Valley Creek located approximately ½ mile west and east of the Site, respectively.

2.2.2 Regional Geology

Information concerning the geologic conditions in proximity to the Site was obtained from a review of the *Geologic Map of the San Francisco-San Jose Quadrangle* (California Division of Mines and Geology, 1990). The Site is situated within the central portion of the Coast Ranges Geomorphic Province and is located in the eastern portion of the San Francisco Bay Area approximately six miles east of San Francisco Bay. The east San Francisco Bay Area is bordered by the San Francisco Bay to the west and north, the Diablo Range to the east, and the Santa Clara Valley to the south. The geologic map indicates that the Site is underlain by Quaternary alluvial fan and fluvial deposits.

2.2.3 Soil Conditions

Information concerning the soil conditions in proximity to the Site was obtained from review of the online *Web Soil Survey of Alameda County, California (United States Department of Agriculture [USDA],* http://websoilsurvey.nrcs.usda.gov/app/, 2010). The soil survey data indicate that surficial onsite soils consist of Clear Lake clay, comprised predominately of clay. The unit has a very slow infiltration rate and is reportedly poorly drained (USDA, 2010).

2.2.4 Hydrogeology

We searched for groundwater data in the vicinity of the Site through review of information for nearby leaking underground storage tank (LUST) facilities on the State Water Resources Control Board (SWRCB) GeoTracker website. Information presented in the *Third Quarter 2009, Groundwater Monitoring Report, Castro Valley Chevron, 3519 Castro Valley Boulevard, Castro Valley, California,* for an active gas station located approximately 1/3 mile east of the Site, indicates that the depth to groundwater in monitoring wells at the facility ranged from approximately 9 to 11 feet with groundwater flow toward the southeast.

2.3 Current and Planned Uses of the Site

The Site was occupied by a vacant commercial building and associated asphalt-paved parking lot at the time of our site reconnaissance. The Spirit Halloween Superstore was in the process of occupying the site building for seasonal retail sales. The Alameda County RDA plans to purchase and re-sell the Site.

2.4 Descriptions of Structures, Roads, Other Improvements on the Site

An approximate 39,000-square-foot commercial building (combined ground floor, mezzanine, and basement [approximate 15,000-square-foot building footprint]) is present at the Site. The structure consists of a concrete foundation in the basement, concrete and cinderblock exterior walls, finished interior, and built-up asphalt roof. An asphalt-paved parking lot abuts the west and south sides of the building. Further description of the Site is presented in Section 5.0.

2.5 Current Uses of Adjacent Properties

The Site is bordered by Castro Valley Boulevard to the north, across which are commercial businesses including Citibank (3288 Castro Valley Boulevard) and El Rancho Steakhouse (3240 Castro Valley Boulevard). A multi-tenant, commercial building (occupied by Olga's Piano Studio, Engravit, AA's Tailors and Cleaners [dry cleaners], and Stella & Co. Hair Salon at 3243-3267 Castro Valley Boulevard) is adjacent west of the Site. A multi-tenant, commercial building (occupied by Bayshore Chiropractic, I Love Stained Glass, Knudsen's Creamery and Jazzy Crafts at 3315-3325 Castro Valley Boulevard) is adjacent east of the Site. Residential dwellings are present south of the Site. Site Plans depicting the site boundaries and adjacent properties are presented as Figures 2 and 3. Further description of the adjacent properties is presented in Section 5.0.

3.0 USER-PROVIDED INFORMATION

This section describes site information provided by the Alameda County RDA.

3.1 Title, Appraisal and Sale Agreement Records

Mr. Bill Lambert with the Alameda County RDA (prospective purchaser) provided a copy of the title report for the Site for our review. The title report listed Keller Investments, Inc. (formerly Daughtreys Department Stores), a California corporation, as the current owner. A copy of the title report is provided in Appendix B.

3.2 Environmental Liens or Activity and Use Limitations

Mr. Lambert was not aware of any environmental liens on, or activity and use limitations (AULs) for, the Site. We obtained an environmental lien search through EDR, which indicated that there are no environmental liens or AULs associated with the Site, as identified by APN 080-0040-018-04. A copy of the EDR Environmental Lien Search Report is provided in Appendix C.

3.3 Specialized Knowledge

Mr. Lambert was aware of a hydraulic-piston freight elevator and drainage sump located in the basement of the site building. Additionally, Mr. Lambert provided information that asbestos-containing materials (ACMs), consisting of vinyl floor tiles and floor tile mastic, were removed from the ground floor of the site building in 2006. The results of interior air monitoring performed following removal of the ACM indicated that levels of airborne asbestos fibers were below the United States Environmental Protection Agency (USEPA) standard for re-occupancy following asbestos abatement activities of 0.01 fibers per cubic centimeter.

3.4 Commonly Known or Reasonably Ascertainable Information

According to information obtained by Mr. Lambert from the property owner representative, the existing site building was constructed in 1965. The first tenant at the Site was the Daughtreys Department Store. Subsequent tenants included Asset Management (a seller of discontinued toys and clothing), Castro Valley Billiards (a billiards hall), and Spirit Halloween Superstore (a seasonal retail store).

3.5 Valuation Reduction for Environmental Issues

According to Mr. Lambert, the purchase price of the Site reflects the fair market value.

3.6 Owner, Property Manager, and Occupant Information

According to information presented in the title report provided by Mr. Lambert, the current owner is Keller Investments, Inc. (formerly Daughtreys Department Stores), a California corporation. The Site was recently vacant, though the Spirit Halloween Superstore is in the process of leasing the Site for seasonal retail sales.

3.7 Reason for Performing Phase I

This Phase I ESA was performed at the request of the Alameda County RDA to obtain information regarding the potential for existing hazardous substances/petroleum hydrocarbon impacts to the Site prior to purchasing the Site for re-sale.

4.0 RECORDS REVIEW

This section summarizes our review of readily available agency and historical records for the Site and properties and facilities in the surrounding vicinity. A search of regulatory agency databases, historical aerial photographs, historical topographic maps, and city directories were provided by EDR.

4.1 Standard Environmental Record Sources

EDR performed a search of federal, state, and local databases for the Site and surrounding area. EDR's report entitled *The EDR Radius Map with GeoCheck*, dated August 5, 2010, is presented in Appendix D. The following table summarizes the databases in which facilities were identified.

Database Name	Search Radius (Miles)	Number of Listings
FEDERAL DATABASES		
RCRA-SQG – RCRA Small Quantity Generators of Hazardous Waste	0.25	5
STATE AND LOCAL DATABASES		
Response	1.0	1

Database Name	Search Radius (Miles)	Number of Listings
Hist Cortese - Hazardous Waste and Substances Sites List	0.50	18
UST – Registered UST database	0.25	4
LUST - Regional Water Quality Control Board (RWQCB) Leaking Underground Storage Tank listing	0.50	21
Drycleaners	0.25	2
HIST UST - Historical UST listing (no longer updated)	0.25	6
SWEEPS UST - Historical UST listing (no longer updated)	0.25	9
Contaminated Sites (CS) – Alameda County contaminated sites list	0.5	22
ENVIROSTOR	1.0	1
Notify 65 – Proposition 65 Records	1.0	3
SWF/LF – Solid Waste Disposal Sites	0.5	1
SLIC – Spills, Leaks, Investigation, and Cleanup Recovery database	0.5	2

4.1.1 Site

The Site was not identified in the databases searched by EDR.

4.1.2 Offsite Properties

Based on the agency database search, the following table provides information regarding 1) listed properties located less than ⅛ mile from the Site, and 2) listed facilities with reported chemical releases located within approximately ¼ mile upgradient, ⅛ mile crossgradient (based on reported groundwater flow directions), or adjacent to the Site. Known or potentially contaminated properties in the site vicinity are listed with a Map Identification Number (Map ID No.) on the Site Plan, Figure 2. The table summarizes the status of the facilities and their potential, if any, to impact the Site. Referenced distances are based on field observations and may differ from those reported by EDR.

Facility Name and Address	Location Relative to Site	Listed Databases	Status Summary
Estate of Martha Arnold, 3234 Castro Valley Boulevard	~150 feet northwest of the Site	LUST, Alameda County CS, SWEEPS UST, Hist Cortese	The property address was not located during the site reconnaissance. The EDR report lists the property as a closed LUST site. See Section 4.1.4 for more detailed information. This property is not expected to pose an environmental concern to the Site.
Sal's Foreign Car Service, 3343 Castro Valley Boulevard and 20845 Wilbeam Avenue	~300 feet east of the Site	LUST, Alameda County CS, Hist Cortese	The EDR report lists the property as a closed LUST site. See Section 4.1.4 for more detailed information. This property is not expected to pose an environmental concern to the Site.

Facility Name and Address	Location Relative to Site	Listed Databases	Status Summary
Rocky Auto Body and Painting, 3124 Castro Valley Boulevard	~400 feet northwest of the Site	RCRA-SQG	The EDR report lists the property as RCRA-SQG property with no reported violations. This property is not expected to pose an environmental concern to the Site.
Walgreens, 3382 Castro Valley Boulevard	~400 feet northeast of the Site	RCRA-SQG	The EDR report lists the property as RCRA-SQG property with no reported violations. This property is not expected to pose an environmental concern to the Site.
Valley Car Wash (former Chevron station), 3369 Castro Valley Boulevard	~400 feet east of the Site	LUST, Alameda County CS, CA FID UST, Hist Cortese	The EDR report lists the property in the LUST database with an open assessment status. See Section 4.1.4 for more detailed information. Based on the reported groundwater flow direction (southeast) and its location, this property is not expected to pose an environmental concern to the Site.
Adobe Plaza, 3098 Castro Valley Boulevard	~600 feet west of the Site	LUST, Alameda County CS, CA FID UST	The EDR report lists the property in the LUST database as a closed LUST site. See Section 4.1.4 for more detailed information. Based on the reported groundwater flow direction (southeast) and its location, this property is not expected to pose an environmental concern to the Site.

4.1.3 Orphan Summary

The *Orphan Summary* identifies properties that have incomplete address information and therefore could not be specifically plotted. A total of eight properties were listed in the *Orphan Summary*. Based on the information provided in the report for the listed orphan properties, their locations, and the databases on which the properties are listed, no significant adverse impact to the Site is expected from these facilities.

4.1.4 Alameda County Environmental Health Division

We conducted a file review at the Alameda County Environmental Health Division (ACEHD) for information pertaining to the Site and reviewed available documents on the ACEHD website (http://ehgis.acgov.org/dehpublic/dehpublic.jsp) for information pertaining to nearby LUST properties that have the potential to pose a risk to the Site. Information gathered from available reports is summarized below.

Estate of Martha Arnold, 3234 Castro Valley Boulevard

The previous property buildings were not located during the site reconnaissance, though reportedly consisted of a family farm/residence prior to 1990. The approximate location of the property is currently occupied by the El Grande Steakhouse restaurant parking lot, located approximately 150 feet northwest (crossgradient) of the Site. In 1990, one 650-gallon gasoline underground storage tank (UST) was removed from the property. Total petroleum hydrocarbons as gasoline (TPHg) and benzene were detected in UST pit sidewall soil samples at concentrations up to 4,100 milligrams per kilogram

(mg/kg) and 37 mg/kg, respectively. Twelve soil borings were subsequently advanced at the property to define the lateral and vertical extent of petroleum hydrocarbon impacts. Groundwater monitoring wells installed at the property in 1990 were sampled through October 1992. The groundwater flow direction calculated at the property was consistently toward the southwest. The maximum concentration of TPH-g in the groundwater sample collected from monitoring well MW-5 (located onsite furthest downgradient from the former USTs) in October 1992 was 77 micrograms per liter (µg/l); benzene was not detected at a concentration greater than the laboratory reporting limit.

The ACEHD issued a Remedial Action Completion Certificate for the property on September 14, 1994. Based on the crossgradient location of this property, residual groundwater contamination at this property has a low potential to impact the Site.

Sal's Foreign Car Service, 3343 Castro Valley Boulevard and 20845 Wilbeam Avenue

This property, located approximately 300 feet east of the Site, was reportedly a gas station in the 1950s and is currently an automotive repair facility. One 3,000-gallon and two 1,000-gallon gasoline abandoned steel USTs were removed from the property in August 1990. Petroleum hydrocarbons were detected in confirmation soil samples collected from the UST pit. A groundwater sample collected from the UST pit contained TPHg at a concentration of 15,000 µg/l and benzene at 6 µg/l. Excavated soil was reportedly replaced into the UST pit and the excavation capped with asphalt. Although a subsequent site investigation was requested by the ACEHD, none was conducted. In the ACEHD Remedial Action Completion Certificate issued for the property on October 28, 1997, the agency granted low-risk closure for the property due to the source of the leaking having been stopped, the USTs and petroleum-impacted soil having been removed from the property, and the dissolved hydrocarbon plume not migrating. Based on the crossgradient location of this property and the regulatory status, possible groundwater contamination at this property has a low potential to impact the Site.

Valley Car Wash (Former Chevron station), 3369 Castro Valley Boulevard

This property, located approximately 400 feet east of the Site, is currently occupied by Chipotle Restaurant and First United Services Credit Union, though it previously supported a Chevron station and car wash. In 1992, petroleum hydrocarbon-impacted soil and groundwater were identified at the property during a site investigation conducted by Resna Industries. TPHg was detected in soil and groundwater samples at concentrations up to 2,500 mg/kg and 23,000 µg/l, respectively. In 1993, Chevron demolished the service station and car wash buildings, and removed three 10,000-gallon USTs, associated product piping, and the carwash wastewater tanks. Petroleum hydrocarbon-impacted soil from the northern portion of the property was excavated to depths ranging from approximately 8 to 15 feet (approximately 7,500 cubic yards) and managed for offsite disposal. Confirmation soil samples collected from the bottom of the excavation pit following soil removal activities reportedly indicated that "no significant hydrocarbon mass remained in soil" at the property. Petroleum hydrocarbon-

impacted groundwater was characterized during site investigations conducted at the property in the late 1990s; a groundwater monitoring program was implemented at the property during the early 2000s. According to the report titled, *Subsurface Investigation Report and Closure Request, Former Chevron Station #9-4930, 3369 Castro Valley Boulevard, Castro Valley, California*, dated December 3, 2007, prepared by Conestoga-Rovers & Associates (CRA), groundwater at the property ranged from depths of approximately 4 to 8 feet and generally flowed towards the south to southwest. The 2007 CRA investigation identified TPHg at concentrations up to 140 µg/l in groundwater samples collected off the property. Based on the investigation results and historical source removal work, CRA recommended that the ACEHD grant closure to the property. In 2009, the ACEHD denied closure and recommended that additional subsurface sampling be performed at the property to evaluate potential risks to building occupants from residual concentrations of TPHg and benzene in soil. Based on the crossgradient location of this property, possible groundwater contamination at this property has a low potential to impact the Site.

Adobe Plaza, 3098 Castro Valley Boulevard

This property, located approximately 600 feet west of the Site, is currently occupied by a retail shopping center built in 1989, though it previously supported a carwash. Two 10,000-gallon gasoline USTs were removed from the property in July 1988. Petroleum hydrocarbons were detected in confirmation soil samples collected from the UST pit and in grab groundwater samples collected from soil borings advanced adjacent to the pit. Three groundwater monitoring wells were installed at the property in 1989 to determine the horizontal extent of impacted groundwater. Groundwater sampling was conducted at the property until September 1992. TPHg, benzene, toluene, ethylbenzene, and xylene concentrations were not detected above the laboratory reporting limits in the groundwater samples collected at that time. In the ACEHD Remedial Action Completion Certificate issued for the property on February 1999, the agency granted case closure for the property though advised that residual concentrations up to 1,300 mg/kg TPHg and 0.51 mg/kg benzene exist in soil at the property and that a site safety plan must be prepared for construction workers in the event that soil excavation is proposed in the vicinity of residual soil and groundwater contamination. Based on the crossgradient location of this property, possible groundwater contamination at this property has a low potential to impact the Site.

AA's Tailors – Cleaners, 3251 Castro Valley Boulevard and Smart N' Clean Cleaners, 3359 Castro Valley Boulevard

The ACEHD reported that their records contained no information for either AA's Tailors-Cleaners located at 3251 Castro Valley Boulevard or the Smart N' Clean Cleaners located at 3359 Castro Valley Boulevard, located approximately 40 feet west and 300 feet east of the Site, respectively.

4.1.5 San Francisco Bay Regional Water Quality Control Board

The San Francisco Bay Regional Water Quality Control Board (SFBRWQCB) reported that they had no files or records pertaining to the Site, AA's Tailors-Cleaners located at 3251 Castro Valley Boulevard, or the Smart N' Clean Cleaners located at 3359 Castro Valley Boulevard.

4.1.6 California Department of Toxic Substances Control Board – Envirostor Website

We reviewed available California Department of Toxic Substances Control Board (DTSC) Envirostor website (http://www.envirostor.dtsc.ca.gov/public/) documents for information pertaining to the Site and AA's Tailors-Cleaners located at 3251 Castro Valley Boulevard and the Smart N' Clean Cleaners located at 3359 Castro Valley Boulevard. The Envirostor website contained no listings for the Site or either of the dry cleaner locations.

4.2 Historical Use Information for the Site and Adjacent Properties

The prior uses of the Site and adjacent properties were evaluated through review of historical aerial photographs, topographic maps, city directories, and Alameda County Building Department (ACBD) records. This section summarizes the information obtained from these sources.

4.2.1 Historical Aerial Photographs

Historical aerial photographs for the years 1939, 1946, 1958, 1965, 1974, 1982, 1993, 1998, and 2005 provided by EDR were reviewed for indications of past land uses that had the potential to have impacted the Site through the use, storage or disposal of hazardous substances. Copies of the historical aerial photographs reviewed are presented in Appendix E. The following table summarizes the observations of the Site and adjacent properties from the aerial photographs.

Year (Scale)	Observations	
	Site	**Adjacent and Vicinity Properties**
1939 (1"=555')	The resolution of the aerial photograph is poor. An apparent residential dwelling and associated land is present at the Site.	The Site is bordered by an east-west trending two-lane roadway to the north (in the alignment of the existing Castro Valley Boulevard). Rural residential properties are present east and west of the Site. Rural residential land and associated small orchards are present north (across Castro Valley Boulevard) and south of the Site. Surrounding land use is a mix of rural residential and associated orchard use in all directions.
1946 (1"=655')	The appearance of the Site is generally unchanged from that shown in the 1939 aerial photograph.	Adjacent land use in all directions appeared generally unchanged from that shown in the 1939 aerial photograph.

Year (Scale)	Observations	
	Site	Adjacent and Vicinity Properties
1958 (1"=555')	The appearance of the Site is generally unchanged from that shown in the 1946 aerial photograph.	Several streets south of the Site have been realigned and residential developments have replaced the previous rural residential/orchard land use. Primarily commercial buildings are present at properties east and west of the Site, along Castro Valley Boulevard. Specifically, the adjacent commercial building at 3243-3267 Castro Valley Boulevard (Map ID No. 1) is present west of the Site; the commercial buildings at 3341-3343 and 3359 Castro Valley Boulevard (Map ID No. 2 and 3), and gas station at 3369 Castro Valley Boulevard (Map ID No. 4) are present further east of the Site. A mix of residential and commercial buildings are present on land north of the Site, across Castro Valley Boulevard, including a shopping center northeast of the Site. Castro Valley Boulevard is now a four-lane roadway.
1965 (1"=333')	A commercial building (similar to the building observed during the site reconnaissance) is under construction at the Site.	The commercial building located at 3315-3325 Castro Valley Boulevard is adjacent east of the Site. Remaining adjacent and surrounding land use appeared generally unchanged from that shown in the 1958 aerial photograph.
1974 (1"=601')	The resolution of the photo is poor. However, the site building appears fully constructed with a parking lot present at the west and south portions of the Site.	Adjacent and surrounding land use in all directions appeared generally unchanged from that shown in the 1965 aerial photograph.
1982 (1"=690')	The resolution of the photo is poor. However, the site appearance was generally unchanged from that shown in the 1974 aerial photograph.	Commercial buildings have replaced residences north of the Site across Castro Valley Boulevard. Remaining adjacent and surrounding land use in all directions appeared generally unchanged from that shown in the 1974 aerial photograph.
1993 (1"=666')	The resolution of the photo is poor. However, the site appearance was generally unchanged from that shown in the 1982 aerial photograph.	Land at the gas station property at 3369 Castro Valley Boulevard (Map ID No. 4) further east of the Site is vacant. Remaining adjacent and surrounding land use in all directions appeared generally unchanged from that shown in the 1982 aerial photograph.
1998 (1"=666')	The appearance of the Site was generally unchanged from that shown in the 1993 aerial photograph.	A commercial building is present at the 3369 Castro Valley Boulevard property (Map ID No. 4) further east of the Site. Remaining adjacent and surrounding land use in all directions appeared generally unchanged from that shown in the 1993 aerial photograph.
2005 (1"=484')	The appearance of the Site was generally unchanged from that shown in the 1998 aerial photograph.	Adjacent and surrounding land use appeared generally unchanged from that shown in the 1998 aerial photograph.

No RECs were observed on the Site based on the aerial photographs reviewed.

4.2.2 Historical Topographic Maps

Historical USGS 15-Minute and 7.5-Minute series Hayward, California, quadrangle topographic maps for the years 1899, 1947, 1959, 1968, 1973 and 1980 available from EDR were reviewed. Copies of the historical USGS topographic maps reviewed are presented in Appendix F. The following table summarizes the observations of the Site and adjacent properties from the topographic maps.

Year	Observations	
	Site	**Adjacent and Vicinity Properties**
1899 (1:62,500)	The Site is depicted in a sparse rural residential area of Alameda County. No structures are depicted at the Site.	Surrounding land is a mix of undeveloped land and sparse rural residential use. An east-west trending roadway is located in the alignment of Castro Valley Boulevard adjacent north of the Site.
1947 (1:24,000)	A residential dwelling is depicted at the Site.	Castro Valley Boulevard is depicted in its current alignment north of the Site. Adjacent and surrounding land to the north, east, and south are residential properties. Land west of the Site is depicted as a mix of commercial and residential use.
1959 (1:24,000)	The Site is shaded in pink, indicating a developed area. No individual structures are depicted.	Adjacent and surrounding properties in all directions are shaded in pink, indicating a developed area.
1968 (1:24,000)	Similar to conditions depicted on the 1959 map.	Similar to conditions depicted on the 1959 map.
1973 (1:24,000)	Similar to conditions depicted on the 1968 map.	Similar to conditions depicted on the 1968 map.
1980 (1:24,000)	Similar to conditions depicted on the 1973 map.	Similar to conditions depicted on the 1973 map.

No RECs were depicted on the Site based upon the topographic maps reviewed.

4.2.3 City Directories

EDR provided an abstract of city directories including city, cross-reference and telephone directories. The directories were reviewed at approximate five-year intervals, if available, from 1975 to 2007. A copy of the EDR city directory abstract including information regarding offsite facilities is included in Appendix G.

The city directory listings for the Site noted Daughtreys Department Store as the occupant from 1975 through 1990. No occupant was listed in 1995. Hard Rack Family Billiards and Café was the listed occupant at the Site in 2000. The Halloween Store/Spirit Halloween Super Store was listed as the occupant in 2007. No other occupants were listed for the Site.

City directory listings for adjacent properties consisted primarily of commercial businesses along Castro Valley Boulevard, including AA's Tailors & Cleaners (Map ID No. 1) located adjacent west of the Site at 3251 Castro Valley Boulevard (listings from 1995 to 2007), Smart N' Cleaners [aka Diamond Cleaners, and Payless Cleaners] (Map ID No. 3) located east of the Site at 3359 Castro Valley Boulevard (listings from 1975 to 2007).

4.2.4 1997 Phase I Site Assessment

We reviewed a cover letter and table (Table 2 - Management Options and Costs for Issues of Concern) provided by the Alameda County RDA from the report titled, *Phase I Site Assessment of the Daughtrey's Department Store Property Located at 3295 Castro Valley Boulevard, Castro Valley, California*, prepared by Versar, Inc. (Versar), dated July 19, 1996 (1996 Phase I ESA). According to information presented in the 1996 Phase I ESA cover letter, two issues of potential environmental concern were identified at the Site.

- Groundwater was reported as "originating from a crack in the concrete pad surrounding the on-site elevator plunger. According to Mr. Daughtrey, the groundwater originated from an artesian well located beneath the Site building, and drains into two below ground sumps which pump the discharge water directly to the public stormwater drain located on Castro Valley Boulevard." The discharge water reportedly had never been sampled. Versar contacted both the SFBRWQCB and the ACEHD to inquire as to whether a permit is required for the discharge water. Both agencies were reported as responding that "if the discharge water does not contain any hazardous materials, it is not required to be permitted."
- Versar conducted an asbestos survey at the site building that identified the following ACMs: 1) gypsum board joint compound located throughout the building, 2) covebase mastic located on the main floor, 3) white 12-inch by 12-inch vinyl floor tile located on the mezzanine level, and 4) exposed flooring mastic located in the basement and main floor.

A copy of the 1996 Phase I ESA cover letter and Table 2 is included as Appendix H.

4.2.5 Alameda County Building Department

Historical information and permit records were reviewed at the ACBD for the Site. A summary of the records reviewed included the following:

- October 21, 1999 – The occupant at the Site was listed as a pool hall.
- September 12, 2002 – The occupant at the Site was listed as Hard Rack Family Billiards and Café.
- November 8, 2005 – In a seismic retrofit permit, the year of construction of the building was listed as 1964 and the owner at that time as Daughtreys Department Stores, Inc.

No records for the adjacent AA's Tailors-Cleaners located at 3251 Castro Valley Boulevard were available at the ACBD.

5.0 SITE RECONNAISSANCE

This section summarizes observations of the Site and surrounding properties made during the site reconnaissance. Mr. Chris Giuntoli, Senior Project Scientist with Geocon, performed the site reconnaissance on August 4, 2010. The purpose of the reconnaissance was to survey the existing site conditions to attempt to identify visual indicators of potential hazardous substances/petroleum product impacts to the Site. Observations noted during the site reconnaissance are summarized hereinafter. Site photographs are attached.

5.1 Methodology and Limiting Conditions

The reconnaissance was performed by conducting a walk-through of the Site including interior and exterior areas of the existing building. The offsite survey was performed by making observations of adjacent properties from public streets and rights-of-way.

5.2 General Site Setting

The site vicinity consists of commercial businesses along the east-west trending Castro Valley Boulevard corridor. Residential properties are present further north and south of the Site.

5.3 Site Reconnaissance

The Site is developed with an approximate 39,000-square-foot commercial building (combined ground floor, mezzanine, and basement [approximate 15,000-square-foot building footprint]) and associated asphalt-paved parking lot (Photographs 1 and 2). The building was primarily vacant at the time of the site reconnaissance, though the Spirit Halloween Superstore, a seasonal retail store, was in the process of moving into the building (Photographs 3, 4, and 5). Lighting in the basement was limited, and furniture and numerous shelving units were present; consequently, a thorough inspection of the basement foundation was not possible at the time of the site reconnaissance. A hydraulic-piston freight elevator that services the basement, ground floor, and mezzanine is located at the southwest corner of the building (Photograph 6). The hydraulic-piston extends through the foundation of the building (Photograph 7). A drain is located at the bottom of the freight elevator shaft; water at the base of the elevator shaft was observed flowing into the drain (Photograph 8). Freight elevator equipment, including an approximate 100-gallon hydraulic fluid reservoir, is located in the basement adjacent to the elevator (Photograph 9). The concrete foundation around the elevator equipment was clean (e.g., no oil stains) and intact. A sump is located adjacent to the exterior of the southwest corner of the building (Photograph 10). Building drawings provided by the Client indicate that the sump receives fluids from the drain at the base of the freight elevator, and sump pumps discharge the fluids to the municipal storm sewer (Photograph 11). Copies of the freight elevator drainage sump figures are included in Appendix I.

Surficial oily staining was observed on the asphalt surfaces of the parking lot at the west and south portions of the Site. One storm drain was observed at the southwest corner of the Site. No distressed vegetation, pits or ponds, or evidence of wells were observed at the Site during the site reconnaissance.

5.4 Offsite Survey

Properties adjacent to the Site consist of the following:

- North – Castro Valley Boulevard, across which is Citibank at 3288 Castro Valley Boulevard and the El Rancho Steakhouse restaurant at 3290 Castro Valley Boulevard (Photographs 12 and 13). Castro Village Shopping Center is located further northeast of the Site (Photograph 14).
- East – A multi-tenant commercial building at 3315-3325 Castro Valley Boulevard (Photograph 15).
- West – A multi-tenant commercial building, including AA's Tailors-Cleaners (Map ID No. 1), at 3243-3267 Castro Valley Boulevard (Photograph 16).
- South – Residences (Photograph 17).

Properties in surrounding areas consist primarily of commercial businesses east and west of the Site along Castro Valley Boulevard. Residential properties are present further north and south of the Site.

6.0 INTERVIEW

We submitted a questionnaire to a representative of the current property owner, Keller Investments, Inc., a California corporation. According to information provided by the property owner representative, the current property owner is Keller Investments, Inc., a California corporation (originally named Daughtreys Department Stores), who has owned the Site since 1965. The prior owner and any prior use of the Site were unspecified.

The existing site building was constructed in 1965. The first tenant at the Site was the Daughtreys Department Store. Subsequent tenants included Asset Management (a seller of discontinued toys and clothing), Castro Valley Billiards (a billiards hall), and Spirit Halloween (a seasonal retail store).

The property owner representative was not aware of any environmental liens or deed restrictions for the Site. The property owner representative confirmed that: 1) a hydraulic-piston freight elevator and drainage water sump are located in the basement of the site building, 2) the Site is connected to municipal water and sanitary sewer systems, and 3) that monitoring or water wells, USTs, or septic systems were not present at the Site. Use of hazardous materials or incidents involving releases of hazardous substances at the Site were not reported by the property owner representative.

The property owner representative reported that a prior environmental report had been prepared for the Site by Versar, an environmental consultant; however, a copy of the full report was not available for our review.

7.0 SUMMARY OF FINDINGS

The Site consists of one parcel totaling 1.03 acres located at 3295 Castro Valley Boulevard in Castro Valley, Alameda County, California. The Site is further identified by Alameda County APN 080-0040-018-04. The Site is located in a mixed commercial and residential area of Alameda County and is currently developed with an approximate 39,000-square-foot commercial building (combined ground floor, mezzanine, and basement [approximate 15,000-square-foot building footprint]) and associated asphalt-paved parking lot.

Historical information reviewed for the Site and vicinity included aerial photographs dating back to 1939, topographic maps dating back to 1899, city directories dating back to 1975, and building department records dating back to 1999. These sources indicate that the Site was used for residential purposes from at least 1939 until approximately 1964-65 when the existing building was constructed. The Site was operated as a Daughtreys Department Store from approximately 1965 to the 1990s. The site building has been used as a billiards hall and retail store subsequent to its use by Daughtreys Department Store. The site building is currently being leased by the Spirit Halloween Superstore for seasonal retail sales.

A hydraulic-piston freight elevator is located at the southwest corner of the site building. The freight elevator is operated by control equipment and an approximate 100-gallon hydraulic fluid aboveground storage tank located in the basement and the hydraulic-piston extends through the foundation of the building. A drain located at the base of the freight elevator shaft is connected to a sump adjacent to the exterior of the southwest corner of the building. The sump receives fluids (reportedly infiltrating groundwater) from the drain at the base of the freight elevator shaft and sump pumps discharge to the municipal storm sewer.

Based on information presented in the 1996 Phase I ESA and subsequent asbestos removal documentation, asbestos-containing floor tiles and mastic were removed from the ground floor in 2006, though additional ACMs remain in the site building. Based on the age date of construction (1964-65), possible lead-containing paint (LCP) is also present at the site building.

Review of readily available agency records for the Site and properties in the surrounding vicinity indicate that surficial onsite soil consists of clay, and in the site vicinity groundwater is encountered at depths between approximately 9 to 11 feet with groundwater flow ranging from the southwest to southeast.

The AA's Tailors-Cleaners (dry cleaners) facility (Map ID No. 1) is located in an adjacent building at 3251 Castro Valley Boulevard, approximately 40 feet west of the Site. Although no regulatory records were available for the facility, any undocumented release of chemicals used at the adjacent dry cleaner

has the potential to adversely impact soil and groundwater at the Site. Other surrounding release properties identified in the site vicinity have a low potential to adversely impact the Site.

8.0 CONCLUSIONS AND RECOMMENDATIONS

We have performed a Phase I ESA, in general conformance with the scope and limitations of ASTM E 1527-05, of the property located at 3295 Castro Valley Boulevard in Castro Valley, Alameda County, California. Exceptions to, or deletions from, this practice are described in Section 1.4 of this report.

A review of the information sources referenced herein and the results of the August 4, 2010, site reconnaissance indicate that the historical operation of the hydraulic-piston freight elevator has the potential for release of petroleum hydrocarbons to subsurface soil and groundwater and, consequently, is a REC. Additionally, operations at the adjacent AA's Tailors-Cleaners (dry cleaners) facility may have resulted in undocumented subsurface impacts that have the potential to adversely impact soil and groundwater at the Site. The results of regulatory agency record reviews and field observations indicate that previously identified environmental impacts at other release properties in the site vicinity have a low potential to adversely impact the Site.

Based on the information reviewed for the Site, ACMs and possible LCP are present in the site building.

Based on the findings, we recommend the following:

- A limited soil and groundwater investigation should be conducted to evaluate potential petroleum hydrocarbon impacts due to historical operation of the hydraulic-piston freight elevator.
- Soil gas sampling should be performed at the Site to evaluate potential impacts, if any, resulting from historical operations conducted at the adjacent dry cleaners located at 3251 Castro Valley Boulevard.
- Water collected in the sump at the southwest corner of the site building should be sampled to evaluate water quality conditions for discharge to the municipal storm sewer system.

If undocumented USTs, onsite septic systems, water wells and/or dry wells are encountered during site redevelopment, they should be abandoned and/or removed in accordance with Alameda County requirements.

9.0 REFERENCES

Alameda County Building Department, building permit records and hard copy files, various years.

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American Society for Testing and Materials (ASTM) Designation E 1527-05 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, 2005.

Anderson Environmental Consulting Group, *Air Sampling Report, Asbestos-Containing Floor Tile and Mastic Removal, 3295 Castro Valley Boulevard, Castro Valley, California*, March 30, 2006.

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California Department of Toxic Substances Control Board Envirostor website (http://www.envirostor.dtsc.ca.gov/public/), various files, 2010.

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California State Water Resources Control Board, 2009, GeoTracker website, (http://geotracker.swrcb.ca.gov/), various files, 2010.

Lambert, Bill, Alameda County RDA, questionnaire.

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10.0 QUALIFICATIONS

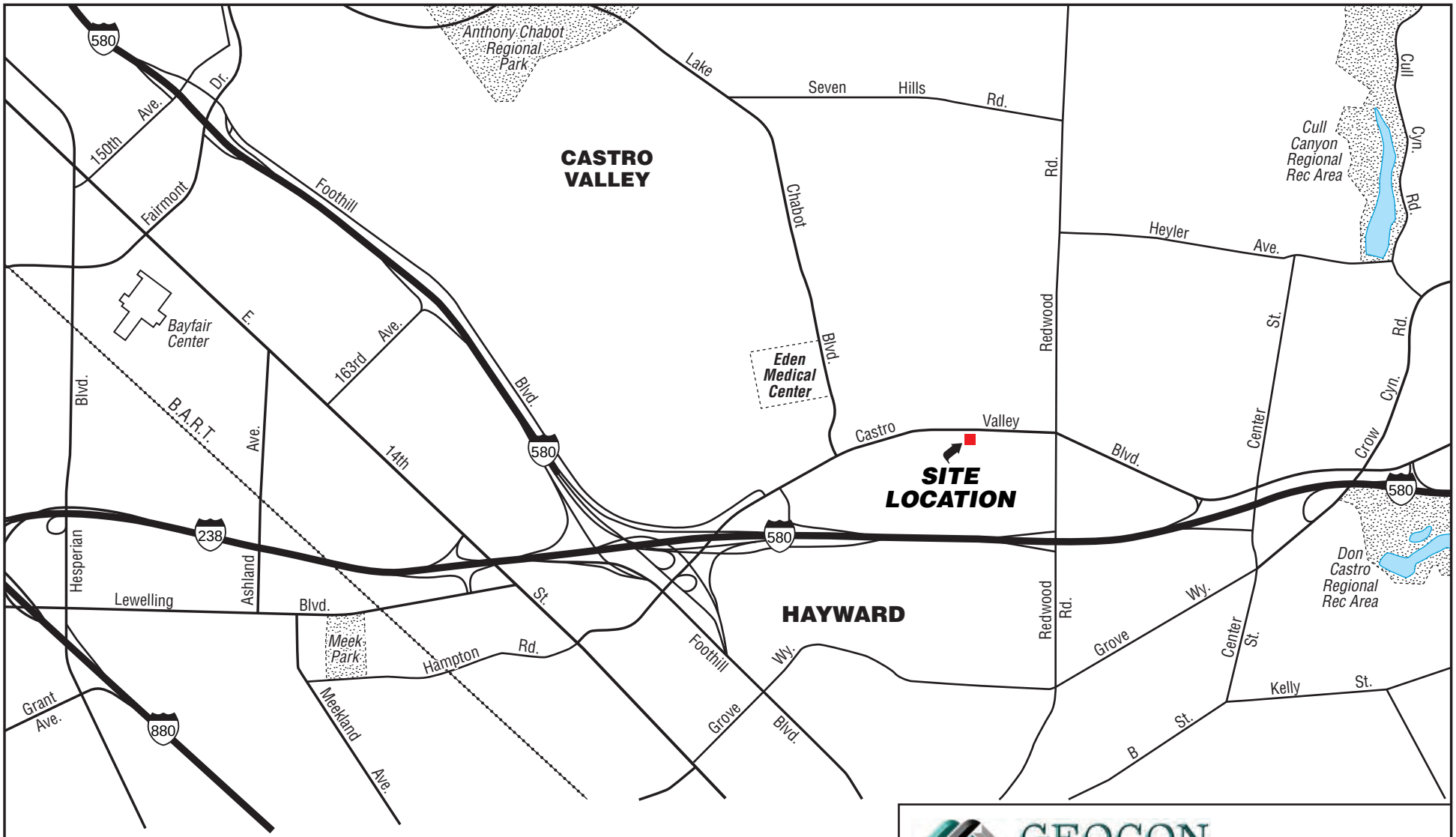
This Phase I ESA report was prepared by Mr. Chris Giuntoli, REA, CAC, and reviewed by Ms. Rebecca Silva, REA. Mr. Giuntoli has over 20 years of experience in environmental investigation and remediation projects including 12 years the preparation of Phase I ESAs. Mr. Giuntoli has experience in the performance of Phase I and II ESAs of commercial, industrial, and agricultural properties, and transportation corridors throughout Northern California.

Ms. Silva has over 18 years of experience in the preparation and management of Phase I ESAs. Ms. Silva is a Registered Environmental Assessor with a BS degree in soil and water science. Ms. Silva manages the performance of Phase I ESAs and field sampling programs for industrial sites, commercial/retail areas, residential and agricultural properties, Brownfields developments and transportation corridors.

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in §312.10 of this part. We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Chris Giuntoli, REA, CAC
Senior Project Scientist

Rebecca L. Silva, REA
Senior Project Scientist



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3295 Castro Valley Boulevard

Castro Valley, California

VICINITY MAP

E8545-06-01	September 2010	Figure 1

LEGEND:

Approximate Site Boundary

KNOWN AND POTENTIAL CONTAMINATED PROPERTIES:

1. AA's Tailors – Cleaners (Dry Cleaner) – 3251 Castro Valley Blvd.
2. Sal's Foreign Car Service – 3343 Castro Valley Blvd.
3. Smart N'Clean Cleaners – 3359 Castro Valley Blvd.
4. Former Chevron Station (Current Chipotle Restaurant & Credit Union) – 3369 Castro Valley Blvd.

0 80

Scale in Feet

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SITE PLAN

E8545-06-01	September 2010	Figure 2

LEGEND:

- Approximate Site Boundary
- Storm Drain
- 100-Gallon Hydraulic Fluid Tank (Freight Elevator, Basement
- Elevator Shaft drain

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SITE PLAN DETAIL

E8545-06-01	September 2010	Figure 3

Photo 1 – 3295 Castro Valley Boulevard building at the Site, from Castro Valley Boulevard looking southwest

Photo 2 – Parking lot at the rear of the Site, looking southeast

Photo 3 – Interior of the site building, ground level

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PHOTOGRAPHS 1, 2, & 3		
3295 Castro Valley Boulevard Castro Valley, California		
E8545-06-01		September 2010

Photo 4 – Interior of the site building, mezzanine

Photo 5 – Interior of the site building, basement

Photo 6 – Freight elevator, view from the basement

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PHOTOGRAPHS 4, 5, & 6		
3295 Castro Valley Boulevard Castro Valley, California		
E8545-06-01		September 2010

Photo 7 – Freight elevator hydraulic piston, basement

Photo 8 – Drain located at the base of the freight elevator, basement (apparent water drainage)

Photo 9 – Freight elevator equipment (including approximate 100-gallon hydraulic fluid tank), basement

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PHOTOGRAPHS 7, 8, & 9		
3295 Castro Valley Boulevard Castro Valley, California		
E8545-06-01		September 2010

Photo 10 – Drainage sump (manhole) located adjacent to the southwest corner of the site building

Photo 11 – Interior of drainage sump (sump pump piping)

Photo 12 – Castro Valley Boulevard and Citibank building (3288 Castro Valley Boulevard) north of the Site

Photo 13 – Castro Valley Boulevard and El Rancho Steakhouse restaurant (3290 Castro Valley Boulevard) north of the Site

Photo 14 – Castro Valley Boulevard and Castro Village Shopping Center northeast of the Site

Photo 15 – Multi-tenant commercial building (3315-3325 Castro Valley Boulevard) east of the Site

Photo 16 – Multi-tenant commercial building, including AA's Tailors – Cleaners (3243-3267 Castro Valley Boulevard) west of the Site

Photo 17 – Residences south of the Site

Attachment E

Phase II Environmental Site Assessment

GEOCON
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GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS

Project No. E8545-06-02
October 26, 2010

VIA OVERNIGHT DELIVERY AND ELECTRONIC MAIL

Mr. Bill Lambert
Alameda County Redevelopment Agency
224 W. Winton Avenue, Room 110
Hayward, California 94544

Subject: LIMITED SITE INVESTIGATION REPORT
3295 CASTRO VALLEY BOULEVARD
CASTRO VALLEY, CALIFORNIA

Dear Mr. Lambert:

Geocon has prepared this report on behalf of the Alameda County Redevelopment Agency (RDA). We performed soil gas, soil, grab-groundwater, and sump water sampling at the property located at 3295 Castro Valley Boulevard (the Site) in Castro Valley, California. The RDA requested the work based on conditions identified in our report titled *Phase I Environmental Site Assessment, 3295 Castro Valley Boulevard, Castro Valley, California* (Phase I ESA), dated September 14, 2010. A Vicinity Map showing the site location is presented as Figure 1.

BACKGROUND

We prepared the Phase I ESA to identify recognized environmental conditions at the Site and surrounding properties. The Phase I ESA findings consisted of the following:

- The Site was used for residential purposes from at least 1939 until approximately 1964-65 when the existing building was constructed. The Site was operated as a Daughtreys Department Store from approximately 1965 to the 1990s. The site building has been used as a billiards hall and retail store subsequent to its use by Daughtreys Department Store. The site building is currently being leased by the Spirit Halloween Superstore for seasonal retail sales.

- Asbestos-containing floor tiles and mastic were removed from the ground floor in 2006, though additional asbestos-containing materials remain in the site building. Based on the age date of construction (1964-65), possible lead-containing paint is also present at the site building.

- A hydraulic-piston freight elevator is located at the southwest corner of the site building. The freight elevator is operated by control equipment and an approximate 100-gallon hydraulic fluid aboveground storage tank located in the basement and the elevator hydraulic-piston extends through the foundation of the building. A drain located at the base of the freight elevator shaft is connected to a sump adjacent to the exterior of the southwest corner of the building. The sump receives fluids (reportedly infiltrating groundwater) from the drain at the base of the freight elevator shaft and sump pumps discharge to the storm sewer.

- The AA's Tailors-Cleaners (dry cleaners) facility is located in an adjacent building at 3251 Castro Valley Boulevard, approximately 40 feet west of the Site. Although no regulatory records were available for the facility, any undocumented release of chemicals used at the adjacent dry cleaner has the potential to adversely impact soil and groundwater at the Site. Groundwater in the site vicinity is encountered at depths between approximately 9 to 11 feet with groundwater flow ranging from the southwest to southeast.

Based on the findings of the Phase I ESA, we recommended that a limited site investigation be conducted including sampling of soil gas, soil, groundwater, and sump water at the Site to evaluate: 1) potential subsurface impacts from the adjacent dry cleaner and historical operation of the onsite hydraulic freight elevator, and 2) the water quality of the sump water discharge.

PRE-FIELD ACTIVITIES

We performed the following pre-field activities:

- Paid the requisite fee and obtained a boring permit (No. W2010-0672) from the Alameda County Public Works Agency.

- Marked the proposed boring locations at the Site and contacted the local public utilities via Underground Service Alert (Ticket No. 278919), and retained the services of Cruz Brothers Subsurface Locators to delineate subsurface public utilities and conduits in proximity to the proposed boring locations.

- Retained the services of Air Toxics Ltd. (Air Toxics), a California-certified hazardous materials testing laboratory, located in Folsom, California, to perform soil gas sample analyses.

- Retained the services of Advanced Technology Laboratories (ATL), a California-certified analytical laboratory located in Signal Hill, California, for chemical analysis of soil, groundwater, and sump water samples.

FIELD ACTIVITIES

On September 22, 2010, we advanced five soil borings (B1 through B5) at the Site using direct-push equipment. The soil boring locations are depicted on the Site Plan, Figure 2.

Soil Gas Sampling

Soil borings B1 and B3 were advanced to a depth of approximately 5 feet in the west parking lot between the site building and west fence line. A 6-inch-long wire-wound stainless steel implant connected to Teflon® tubing was positioned at the bottom of each boring, and approximately two feet of sand and one foot of bentonite chips were placed on top of the implant. The top two feet of the boring were sealed with hydrated bentonite. The Teflon® tubing from each boring was connected to a flow-control regulator (pre-set by Air Toxics) for a flow rate of 167 milliliters per minute and attached to a 6-liter Summa canister (purge canister) and 1-liter Summa canister (sample canister) to complete the "sample train." The sample train tubing connections were tested for tightness by applying a vacuum to the closed system for five minutes using the 6-liter purge canister. The sample train was purged using the purge canister prior to collection of the soil gas sample into 1-liter Summa canister. A leak detection shroud was then placed over the boring and sample train, and helium (leak check compound) was injected inside the shroud to 10% helium (100,000 parts per billion) and maintained at this concentration for the remainder of the sampling activities. A helium detector was used to monitor the

helium concentration inside the shroud. Following sample collection, the implants and tubing were removed and the soil borings were back-filled with neat cement and capped with asphalt patch.

Soil and Grab-Groundwater Sampling

Soil boring B2 and B4 were advanced adjacent to borings B1 and B3, respectively, to a depth of approximately 32 feet. Grab-groundwater samples were collected using new Teflon® tubing fitted with a check-valve to retrieve the samples into pre-cleaned laboratory-supplied containers. Depth to groundwater within the soil borings was measured at approximately 16 feet following sample collection.

Soil boring B5 was advanced adjacent to the southwest corner of the building near the freight elevator. A soil sample was collected from the boring at a depth of approximately 15 feet (above groundwater) into a clean acetate liner, and the ends of the sample tube were covered with Teflon® tape and plastic end caps. The soil boring was further advanced to a depth of approximately 32 feet and a grab-groundwater sample was collected as described above. Following sample collection, the soil borings were back-filled with neat cement and capped with asphalt patch.

Sump Water Sampling

The sump water sample was collected using new Teflon® tubing fitted with a check-valve lowered into the sump vault to retrieve the water sample into pre-cleaned laboratory-supplied containers.

Sample Analyses

The soil gas samples were labeled and transported to Air Toxics with standard chain-of-custody documentation for analysis of volatile organic compounds using United States Environmental Protection Agency (EPA) Test Method TO-15 and for helium under American Society for Testing and Materials Method D1946 on a 5-day turn-around-time.

The soil, grab-groundwater, and sump water sample tube and bottles were labeled and placed in a chilled cooler for transport with standard chain-of-custody documentation to ATL. The grab-groundwater samples collected from soil borings B2 and B4 were analyzed VOCs following EPA Test Method 8260B. The soil sample collected from soil boring B5 was analyzed for hydraulic oil by EPA Test Method 8015M. The grab-groundwater sample collected from soil boring B5 was analyzed for hydraulic oil by EPA Test Method 8015M and VOCs by EPA Test Method 8260B.

The sump water sample was analyzed for VOCs by EPA Test Method 8260B, total petroleum hydrocarbons as gasoline (TPHg), diesel (TPHd), and motor oil (TPHmo), and hydraulic oil by EPA Test Method 8015M, and California Assessment Manual 17 (CAM 17) Metals using EPA Test Methods 6010 and 7470. The soil and water samples were analyzed on a standard turn-around-time.

ENVIRONMENTAL SCREENING LEVELS, CALIFORNIA HUMAN HEALTH SCREENING LEVELS, AND CASTRO VALLEY SANITARY DISTRICT SEWER DISCHARGE LIMITS

The San Francisco Regional Water Quality Control Board (SFRWQCB) prepared a technical report entitled *Screening For Environmental Concerns At Sites With Contaminated Soil and Groundwater, Interim Final- November 2007 (Revised May 2008)* that presents Environmental Screening Levels (ESLs) for soil, groundwater, soil gas, and surface water, to assist in evaluating sites impacted by releases of hazardous chemicals. The ESLs are conservative values for more than 100 commonly detected contaminants, which may be used to compare with environmental data collected at a site. ESLs are strictly risk assessment tools and "not regulatory clean up standards." The presence of a chemical at concentrations in excess of an ESL does not necessarily indicate that adverse impacts to

human health or the environment are occurring; this simply indicates that a potential for adverse risk may exist and that additional evaluation is or may be warranted (SFRWQCB, 2008). For purposes of this evaluation, the ESLs for shallow soil and groundwater where groundwater is a current or potential source of drinking water (Tables A, SFRWQCB 2008), soil gas (Table E, SFRWQCB, 2008), and surface water (Table F, SFRWQCB, 2008) were used for comparison.

The California Department of Toxic Substances Control (DTSC) prepared a technical report entitled *Use of California Human Health Screening Levels (CHHSLs) in Evaluation of Contaminated Properties, January 2005* that presents CHHSLs for 54 hazardous chemicals in soil or soil gas that the DTSC considers to be below thresholds of concern for risks to human health. CHHSLs can be used to screen sites for potential human health concerns where releases of hazardous substances to soils have occurred and are not "regulatory clean up standards." The presence of a chemical at concentrations in excess of a CHHSL does not indicate that adverse impacts to human health are occurring, or will occur, but suggests that further evaluation of potential human health concerns is warranted (DTSC, 2005). For purposes of this evaluation, the CHHSLs for shallow soil gas (Table 2, DTSC, 2005) were used for comparison.

Discharges to the storm drain system in unincorporated Alameda County (including Castro Valley) are regulated by the Alameda County Public Works Agency (ACPWA). Consultation with the ACPWA would be required to evaluate site-specific water quality conditions for storm drain discharge requirements. The sump water sample results were also compared to the Castro Valley Sanitary District's (CVSD) Code, Section 6206, that specifies limits of metals and total identifiable chlorinated hydrocarbons allowed for permitted discharge to the sanitary sewer system (see Table 4).

Additionally, VOCs detected in grab-groundwater and sump water samples were checked for inclusion in California's Proposition 65 list of known carcinogen list of chemicals.

SAMPLE RESULTS

Results for soil gas, soil, grab-groundwater, and sump water samples are summarized in Tables 1 through 4, respectively. The laboratory reports and chain-of-custody documentation are attached.

Soil Gas Results

Several VOCs were detected in the soil gas samples at concentrations greater than their respective laboratory reporting limits. Specifically, tetrachloroethene (PCE) was reported at concentrations of 13 and 110 micrograms per cubic meter ($\mu g/m^3$) in samples collected from B1 and B3, respectively.

Leak check compound helium was not detected above the laboratory reporting limit of 0.12 and 0.13% in the samples. Soil gas results are summarized in Table 1.

Soil Result

Hydraulic oil was not detected in the soil sample at a concentration equal to or greater than the laboratory reporting limit of 10 milligrams per kilogram (mg/kg). The soil result is summarized in Table 2.

Grab-Groundwater Results

PCE was reported in the grab-groundwater samples at concentrations ranging from 8.0 micrograms per liter (ug/l) to 94 ug/l. Trichloroethene (TCE) and 1,1-dichloroethene (1,1-DCE) were reported at concentrations of 1.5 ug/l (boring B4) and 13 ug/l (boring B5), respectively. The grab-groundwater sample collected from boring B5 did not contain hydraulic oil at a concentration equal to or greater than the laboratory reporting limit of 0.25 milligrams per liter (mg/l). The grab-groundwater results are summarized in Table 3.

Sump Water Results

VOCs reported in the sump water sample consisted of PCE (88 ug/l), cis-1,2-dichloroethene (cis-1,2-DCE) (2.1 ug/l), 1,1-DCE (1.6 ug/l), and TCE (1.1 ug/l). TPHg was also reported in the sump water sample at a concentration of 0.15 mg/l. TPHd, TPHmo, and hydraulic oil were not detected in the sump water sample at concentrations equal to or greater than their respective laboratory reporting limits. The sump water results are summarized in Table 4.

CONCLUSIONS AND RECOMMENDATIONS

Soil Gas

Reported concentrations of VOCs in soil gas are less than their respective SFRWQCB residential and commercial ESLs and DTSC residential and commercial CHHSLs (see Table 1). However, based on the concentrations of VOCs detected in soil gas and the depth to groundwater in the site vicinity (approximately 9 to 11 feet), indoor air quality in the building basement may be impacted by VOCs. Interior air sampling would be necessary to evaluate impacts to indoor air quality, if any, due to the presence of VOCs in subsurface soil gas and groundwater at the Site.

Soil

Hydraulic oil was not detected at concentrations equal to or greater than the laboratory reporting limit in the soil sample collected from boring SB-5 located adjacent to the southwest corner of the building (near the freight elevator). Based on this result, hydraulic oil from the freight elevator equipment does not appear to have impacted soil at the Site.

Groundwater

Shallow groundwater in Castro Valley is considered by the SFRWQCB to be a potential source of drinking water for the purposes of the ESLs (SFRWQCB, 2008). PCE and 1,1-DCE were reported in grab-groundwater samples at concentrations exceeding their respective SFRWQCB ESLs for groundwater that is a current or potential source of drinking water and for surface water. Based on the groundwater flow direction (ranging from southwest to southeast) for release properties in the site vicinity summarized in the Phase I ESA and the current VOC concentrations in groundwater at the Site, the source of the VOC-impacted groundwater may be the adjacent dry cleaner facility located west of the Site. Additional subsurface investigation of onsite and offsite areas would be necessary to further evaluate the source of VOCs in groundwater.

The grab-groundwater sample collected from boring B5 did not contain hydraulic oil at a concentration equal to or greater than the laboratory reporting limit. Based on this result, hydraulic oil from the freight elevator equipment does not appear to have impacted groundwater at the Site.

Based on the presence of PCE and TCE, known carcinogens, Proposition 65 requires notification to prospective purchasers of the Site, as well as tenants, contractors, and the general public who enter the Site of the presence of identified carcinogens at the Site.

Sump Water

The sump water discharges to the storm drain system at the Site, which subsequently drains to the San Francisco Bay. Consequently, we compared sump water sample results to SFRWQCB ESLs for groundwater and surface water. Concentrations of PCE, TPHg, and copper reported in the sump water sample are above the ESLs for groundwater where groundwater is a current or potential source of drinking water and for surface water. Consultation with the ACPWA would be required to evaluate if the sump water is acceptable for continued storm drain discharge or if pre-treatment of the water is necessary. The PCE concentration is also above the CVSD sanitary sewer discharge limit for total identifiable chlorinated hydrocarbons of 20 ug/l (Table 4).

Based on the current sample results, we recommend that the existing discharge of sump water to the storm drain be discontinued pending consultation with the ACPWA to determination acceptability of future discharges to the storm drain. If future sump water discharge to the storm drain is not feasible based on ACPWA requirements, the CVSD may be consulted to evaluate options for pre-treatment of the water and obtaining a wastewater permit for discharge to the sanitary sewer.

LIMITATIONS

This report has been prepared exclusively for the RDA. The information contained herein is only valid as of the date of the report and will require an update to reflect additional information obtained. The client should recognize that this report is not a comprehensive site characterization and the client should not construe it as such. This report presents findings of the results of the limited sampling and laboratory testing performed. In addition, it is not the intention of the information obtained to address potential impacts related to sources other than those specified herein.

Therefore, the report is only conclusive with respect to the information obtained. No guarantee of the results of the study is implied within the intent of this report. The services performed were conducted in accordance with the local standard of care in the geographic region at the time the services were rendered.

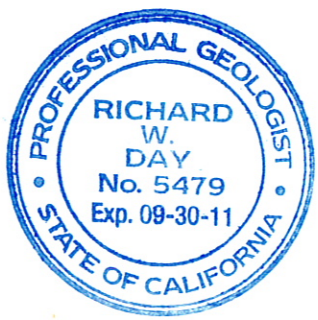
Please contact us if you have questions regarding our report.

Sincerely,

GEOCON CONSULTANTS, INC.

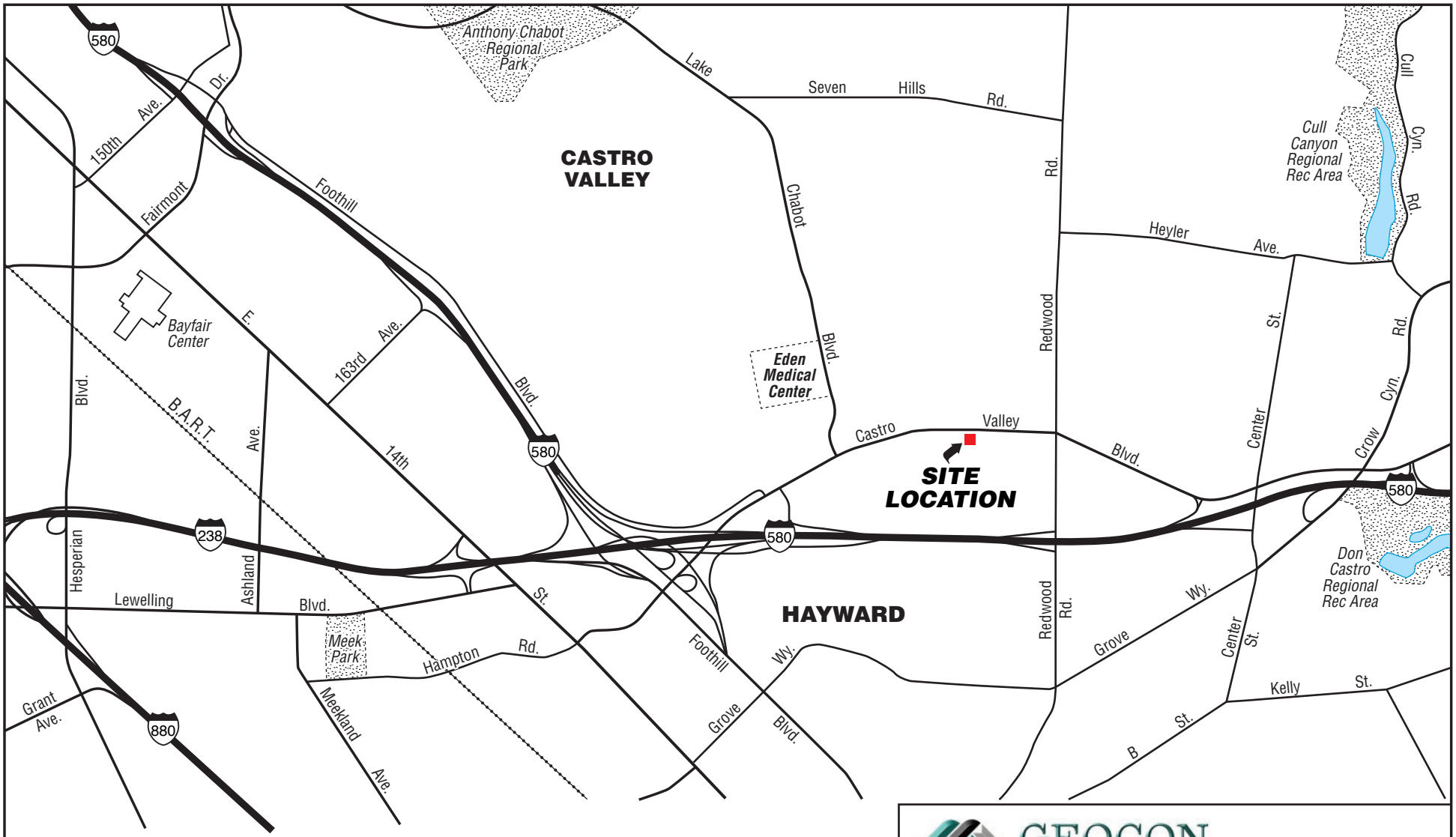
Chris Giuntoli, REA
Senior Project Scientist

Richard Day, CEG, CHG
Vice President



(1 - Electronic) Addressee

Attachments: Figure 1, Vicinity Map
Figure 2, Site Plan
Table 1, Summary of Volatile Organic Compounds Results – Soil Gas
Table 2, Summary of Hydraulic Oil Result - Soil
Table 3, Summary of Organics Results - Groundwater
Table 4, Summary of Organics and Metals Results – Sump Water
Analytical Laboratory Reports and Chain-of-custody Documentation



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Castro Valley,
California

VICINITY MAP

E8545-06-01	October 2010	Figure 1

LEGEND:

- Approximate Site Boundary
- Approximate Soil Gas Sample Location
- Approximate Soil Boring Location
- Sump Sample Location
- Storm Drain
- Elevator Shaft Drain

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Castro Valley, California

SITE PLAN

E8545-06-02	October 2010	Figure 2

Table 1

Summary of Volatile Organic Compounds Results - Soil Gas

3295 Castro Valley Boulevard, Castro Valley, California

Sample ID	Sample Depth (feet)	PCE (µg/m^3)	Acetone (µg/m^3)	1,3-Butadiene (µg/m^3)	Ethanol (µg/m^3)	Carbon disulfide (µg/m^3)	Methylene chloride (µg/m^3)	Hexane (µg/m^3)	Methyl ethyl ketone (µg/m^3)	Tetra-hydrofuran (µg/m^3)	Benzene (µg/m^3)	4-Methy l-2-pentanone (µg/m^3)	Toluene (µg/m^3)	m,p,xylene (µg/m^3)	Other VOCs (µg/m^3)	Helium (%)
B1-SG	5	13	110	8.0	39	11	5.0	4.7	35	3.6	9.8	18	36	6.2	ND	<0.12
B3-SG	5	110	25	<2.8	9.5	4.0	<4.4	<4.4	7.6	<3.7	<4.0	12	9.9	<5.5	ND	<0.13
CHHSLs (Residential)		180	---	---	---	---	---	---	---	---	36.2	---	135,000	315,000 [1]	---	---
CHHSLs (Commercial)		603	---	---	---	---	---	---	---	---	122	---	378,000	879,000 [1]	---	---
ESLs VI (Residential)		410	660,000	---	---	---	5,200	---	1,000,000	---	84	---	63,000	21,000	---	---
ESLs VI (Commercial)		1,400	1,800,000	---	---	---	17,000	---	2,900,000	---	280	---	180,000	58,000	---	---

Notes:

µg/m^3 = Micrograms per cubic meter

PCE = Tetrachloroethene

< = Less than laboratory test method reporting limits

CHHSLs = California Human Health Screening Levels for shallow soil gas (Cal EPA, January 2005)

ESLs VI = Shallow Soil Gas Screening Levels for Evaluation of Potential Vapor Intrusion Concerns (SFRWQCB Table E-2, November 2007, Revised May 2008).

--- = No listed regulatory limit

[1] = Representative screening number for mixed xylenes. The representative value for mixed xylenes is based on the calculated lowest value among the three isomers.

Table 2
Summary of Hydraulic Oil Result - Soil
3295 Castro Valley Boulevard, Castro Valley, California

Sample ID	Sample Depth (feet)	Hydraulic Oil (mg/kg)
B5-15	15	<10
ESLs		
GW is current/potential source of drinking water	Residential	370
	Commercial	2,500

Notes:
mg/kg = milligrams per kilogram
< = Analyte was not detected above the laboratory reporting limit
ESLs = Environmental Screening Levels (Table A), SFRWQCB, May 2008

Table 3
Summary of Organics Results - Groundwater
3295 Castro Valley Boulevard, Castro Valley, California

Sample ID	VOCs (ug/l)	Hydraulic oil (ug/l)
B2-GW	PCE = 8.0	---
B4-GW	PCE = 94 TCE = 1.5	---
B5-GW	PCE = 15 1,1-DCE = 13	<250
ESLs		
GW is current/potential source of drinking water	PCE = 5.0 TCE = 5.0 1,1-DCE = 6.0	TPH (residual fuels) = 100
Surface Water - Freshwater	PCE = 5.0 TCE = 5.0 1,1-DCE = 3.2	TPH (residual fuels) = 100
Surface Water - Marine	PCE = 8.9 TCE = 81 1,1-DCE = 3.2	TPH (residual fuels) = 210
Surface Water - Estuarine	PCE = 8.9 TCE = 81 1,1-DCE = 3.2	TPH (residual fuels) = 210
Groundwater Screening Levels for Evaluation of Potential Vapor Intrusion Concerns (Residential)	PCE = 120 TCE = 530 1,1-DCE = 6,300	---
Groundwater Screening Levels for Evaluation of Potential Vapor Intrusion Concerns (Commercial)	PCE = 420 TCE = 1,800 1,1-DCE = 18,000	---

Notes:
µg/l = micrograms per liter
mg/l = milligrams per liter
VOCs = volatile organic compounds
PCE = tetrachloroethene
TCE = trichloroethene
1,1-DCE = 1,1-dichloroethene
--- = No listed regulatory limit
ESLs = Environmental Screening Levels (Tables A, B, E1, & F, SFRWQCB, May 2008)

Table 4
Summary of Laboratory Analytical Results - Sump Water
3295 Castro Valley Boulevard, Castro Valley, California

Sample ID	TPHg (ug/l)	TPHd (ug/l)	TPHmo (ug/l)	Hydraulic Oil (ug/l)	CAM 17 Metals (ug/l)	VOCs (ug/l)
Sump	150	<50	<50	<200	barium = 110 copper = 16	PCE = 88 cis-1,2-DCE = 2.1 1,1-DCE = 1.6 TCE = 1.1
CVSD Sanitary Sewer Dicharge Limits	---	---	---	---	barium = --- copper = 500	total identifiable chlorinated hydrocarbons = 20
ESLs						
GW is current/potential source of drinking water	100	100	100	100	barium = 1,000 copper = 3.1	PCE = 5.0 cis-1,2-DCE = 6.0 TCE = 5.0 1,1-DCE = 6.0
Surface Water - Freshwater	100	100	100	100	barium = 1,000 copper = 9.0	PCE = 5.0 cis-1,2-DCE = 6.0 TCE = 5.0 1,1-DCE = 3.2
Surface Water - Marine	210	210	210	210	barium = 1,000 copper = 3.1	PCE = 8.9 cis-1,2-DCE = 22,000 TCE = 81 1,1-DCE = 3.2
Surface Water - Estuarine	210	210	210	210	barium = 1,000 copper = 3.1	PCE = 8.9 cis-1,2-DCE = 590 TCE = 81 1,1-DCE = 3.2

Notes:

µg/l = micrograms per liter
TPHg = total petroleum hydrocarbons as gasoline
TPHd = total petroleum hydrocarbons as diesel
TPHmo = total petroleum hydrocarbons as motor oil
CAM 17 Metals = California Assessment Manual 17 Metals
PCE = tetrachloroethene
TCE = trichloroethene
1,1-DCE = 1,1-dichloroethene
cis-1,2-DCE = cis-1,2-dichloroethene
--- = No listed Castro Valley Sanitary District discharge limit
VOCs = volatile organic compounds
CVSD = Castro Valley Sanitary District
ESLs = Environmental Screening Levels (Tables A, B, & F, SFRWQCB May 2008)

Air Toxics LTD.
Laboratory Services Since 1989

10/1/2010
Mr. Christopher Giuntoli
Geocon Consultants, Inc.
6671 Brisa Street

Livermore CA 94550

Project Name: BXF/ACROA 3295 CVB Phase II
Project #: E8545-06-02
Workorder #: 1009568A

Dear Mr. Christopher Giuntoli

The following report includes the data for the above referenced project for sample(s) received on 9/24/2010 at Air Toxics Ltd.

The data and associated QC analyzed by Modified TO-15 are compliant with the project requirements or laboratory criteria with the exception of the deviations noted in the attached case narrative.

Thank you for choosing Air Toxics Ltd. for your air analysis needs. Air Toxics Ltd. is committed to providing accurate data of the highest quality. Please feel free to contact the Project Manager: Kyle Vagadori at 916-985-1000 if you have any questions regarding the data in this report.

Regards,

Kyle Vagadori

Project Manager

Air Toxics LTD.
Laboratory Services Since 1989

WORK ORDER #: 1009568A

Work Order Summary

CLIENT:	Mr. Christopher Giuntoli Geocon Consultants, Inc. 6671 Brisa Street Livermore, CA 94550	**BILL TO:**	Accounts Payable Geocon Consultants, Inc. 3160 Gold Valley Drive Suite 800 Rancho Cordova, CA 95742-7207
PHONE:	925-371-5900	**P.O. #**	E8545-06-02
FAX:	925-371-5915	**PROJECT #**	E8545-06-02 BXF/ACROA 3295 CVB Phase II
DATE RECEIVED:	09/24/2010	**CONTACT:**	Kyle Vagadori
DATE COMPLETED:	10/01/2010		

FRACTION #	NAME	TEST	RECEIPT VAC./PRES.	FINAL PRESSURE
01A	B1-SG	Modified TO-15	4.4 "Hg	15 psi
02A	B3-SG	Modified TO-15	6.0 "Hg	15 psi
03A	Lab Blank	Modified TO-15	NA	NA
04A	CCV	Modified TO-15	NA	NA
05A	LCS	Modified TO-15	NA	NA
05AA	LCSD	Modified TO-15	NA	NA

CERTIFIED BY: Linda J. Fruman DATE: 10/01/10

Laboratory Director

Certfication numbers: CA NELAP - 02110CA, LA NELAP/LELAP- AI 30763,
NY NELAP - 11291, UT NELAP - 9166389892, AZ Licensure AZ0719
Name of Accrediting Agency: NELAP/Florida Department of Health, Scope of Application: Clean Air Act,
Accreditation number: E87680, Effective date: 07/01/09, Expiration date: 06/30/11
Air Toxics Ltd. certifies that the test results contained in this report meet all requirements of the NELAC standards

This report shall not be reproduced, except in full, without the written approval of Air Toxics Ltd.

180 BLUE RAVINE ROAD, SUITE B FOLSOM, CA - 95630
(916) 985-1000 . (800) 985-5955 . FAX (916) 985-1020

LABORATORY NARRATIVE
EPA Method TO-15
Geocon Consultants, Inc.
Workorder# 1009568A

Two 1 Liter Summa Canister samples were received on September 24, 2010. The laboratory performed analysis via modified EPA Method TO-15 using GC/MS in the full scan mode.

This workorder was independently validated prior to submittal using 'USEPA National Functional Guidelines' as generally applied to the analysis of volatile organic compounds in air. A rules-based, logic driven, independent validation engine was employed to assess completeness, evaluate pass/fail of relevant project quality control requirements and verification of all quantified amounts.

Receiving Notes

There were no receiving discrepancies.

Analytical Notes

All Quality Control Limit exceedences and affected sample results are noted by flags. Each flag is defined at the bottom of this Case Narrative and on each Sample Result Summary page. Target compound non-detects in the samples that are associated with high bias in QC analyses have not been flagged.

Definition of Data Qualifying Flags

Eight qualifiers may have been used on the data analysis sheets and indicates as follows:

B - Compound present in laboratory blank greater than reporting limit (background subtraction not performed).
J - Estimated value.
E - Exceeds instrument calibration range.
S - Saturated peak.
Q - Exceeds quality control limits.
U - Compound analyzed for but not detected above the reporting limit.
UJ- Non-detected compound associated with low bias in the CCV
N - The identification is based on presumptive evidence.

File extensions may have been used on the data analysis sheets and indicates as follows:
a-File was requantified
b-File was quantified by a second column and detector
r1-File was requantified for the purpose of reissue

Air Toxics LTD.
Laboratory Services Since 1989

Summary of Detected Compounds
MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

Client Sample ID: B1-SG

Lab ID#: 1009568A-01A

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
1,3-Butadiene	1.2	3.6	2.6	8.0
Ethanol	4.7	20	8.9	39
Acetone	4.7	47	11	110
Carbon Disulfide	1.2	3.5	3.7	11
Methylene Chloride	1.2	1.4	4.1	5.0
Hexane	1.2	1.3	4.2	4.7
2-Butanone (Methyl Ethyl Ketone)	1.2	12	3.5	35
Tetrahydrofuran	1.2	1.2	3.5	3.6
Benzene	1.2	3.1	3.8	9.8
4-Methyl-2-pentanone	1.2	4.5	4.8	18
Toluene	1.2	9.5	4.5	36
Tetrachloroethene	1.2	1.9	8.0	13
m,p-Xylene	1.2	1.4	5.1	6.2

Client Sample ID: B3-SG

Lab ID#: 1009568A-02A

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Ethanol	5.0	5.0	9.5	9.5
Acetone	5.0	10	12	25
Carbon Disulfide	1.3	1.3	3.9	4.0
2-Butanone (Methyl Ethyl Ketone)	1.3	2.6	3.7	7.6
4-Methyl-2-pentanone	1.3	2.8	5.2	12
Toluene	1.3	2.6	4.7	9.9
Tetrachloroethene	1.3	17	8.5	110

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: B1-SG

Lab ID#: 1009568A-01A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**p092860**	**Date of Collection:**	**9/22/10 11:05:00 AM**
Dil. Factor:	**2.37**	**Date of Analysis:**	**9/29/10 03:45 AM**

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Freon 12	1.2	Not Detected	5.9	Not Detected
Freon 114	1.2	Not Detected	8.3	Not Detected
Chloromethane	4.7	Not Detected	9.8	Not Detected
Vinyl Chloride	1.2	Not Detected	3.0	Not Detected
1,3-Butadiene	1.2	3.6	2.6	8.0
Bromomethane	1.2	Not Detected	4.6	Not Detected
Chloroethane	1.2	Not Detected	3.1	Not Detected
Freon 11	1.2	Not Detected	6.6	Not Detected
Ethanol	4.7	20	8.9	39
Freon 113	1.2	Not Detected	9.1	Not Detected
1,1-Dichloroethene	1.2	Not Detected	4.7	Not Detected
Acetone	4.7	47	11	110
2-Propanol	4.7	Not Detected	12	Not Detected
Carbon Disulfide	1.2	3.5	3.7	11
3-Chloropropene	4.7	Not Detected	15	Not Detected
Methylene Chloride	1.2	1.4	4.1	5.0
Methyl tert-butyl ether	1.2	Not Detected	4.3	Not Detected
trans-1,2-Dichloroethene	1.2	Not Detected	4.7	Not Detected
Hexane	1.2	1.3	4.2	4.7
1,1-Dichloroethane	1.2	Not Detected	4.8	Not Detected
2-Butanone (Methyl Ethyl Ketone)	1.2	12	3.5	35
cis-1,2-Dichloroethene	1.2	Not Detected	4.7	Not Detected
Tetrahydrofuran	1.2	1.2	3.5	3.6
Chloroform	1.2	Not Detected	5.8	Not Detected
1,1,1-Trichloroethane	1.2	Not Detected	6.5	Not Detected
Cyclohexane	1.2	Not Detected	4.1	Not Detected
Carbon Tetrachloride	1.2	Not Detected	7.4	Not Detected
2,2,4-Trimethylpentane	1.2	Not Detected	5.5	Not Detected
Benzene	1.2	3.1	3.8	9.8
1,2-Dichloroethane	1.2	Not Detected	4.8	Not Detected
Heptane	1.2	Not Detected	4.8	Not Detected
Trichloroethene	1.2	Not Detected	6.4	Not Detected
1,2-Dichloropropane	1.2	Not Detected	5.5	Not Detected
1,4-Dioxane	4.7	Not Detected	17	Not Detected
Bromodichloromethane	1.2	Not Detected	7.9	Not Detected
cis-1,3-Dichloropropene	1.2	Not Detected	5.4	Not Detected
4-Methyl-2-pentanone	1.2	4.5	4.8	18
Toluene	1.2	9.5	4.5	36
trans-1,3-Dichloropropene	1.2	Not Detected	5.4	Not Detected
1,1,2-Trichloroethane	1.2	Not Detected	6.5	Not Detected
Tetrachloroethene	1.2	1.9	8.0	13

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: B1-SG

Lab ID#: 1009568A-01A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**p092860**	**Date of Collection: 9/22/10 11:05:00 AM**	
Dil. Factor:	**2.37**	**Date of Analysis: 9/29/10 03:45 AM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
2-Hexanone	4.7	Not Detected	19	Not Detected
Dibromochloromethane	1.2	Not Detected	10	Not Detected
1,2-Dibromoethane (EDB)	1.2	Not Detected	9.1	Not Detected
Chlorobenzene	1.2	Not Detected	5.4	Not Detected
Ethyl Benzene	1.2	Not Detected	5.1	Not Detected
m,p-Xylene	1.2	1.4	5.1	6.2
o-Xylene	1.2	Not Detected	5.1	Not Detected
Styrene	1.2	Not Detected	5.0	Not Detected
Bromoform	1.2	Not Detected	12	Not Detected
Cumene	1.2	Not Detected	5.8	Not Detected
1,1,2,2-Tetrachloroethane	1.2	Not Detected	8.1	Not Detected
Propylbenzene	1.2	Not Detected	5.8	Not Detected
4-Ethyltoluene	1.2	Not Detected	5.8	Not Detected
1,3,5-Trimethylbenzene	1.2	Not Detected	5.8	Not Detected
1,2,4-Trimethylbenzene	1.2	Not Detected	5.8	Not Detected
1,3-Dichlorobenzene	1.2	Not Detected	7.1	Not Detected
1,4-Dichlorobenzene	1.2	Not Detected	7.1	Not Detected
alpha-Chlorotoluene	1.2	Not Detected	6.1	Not Detected
1,2-Dichlorobenzene	1.2	Not Detected	7.1	Not Detected
1,2,4-Trichlorobenzene	4.7	Not Detected	35	Not Detected
Hexachlorobutadiene	4.7	Not Detected	50	Not Detected

Container Type: 1 Liter Summa Canister

Surrogates	%Recovery	Method Limits
Toluene-d8	112	70-130
1,2-Dichloroethane-d4	114	70-130
4-Bromofluorobenzene	102	70-130

Air Toxics LTD.
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Client Sample ID: B3-SG

Lab ID#: 1009568A-02A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**p092861**	**Date of Collection: 9/22/10 1:00:00 PM**	
Dil. Factor:	**2.52**	**Date of Analysis: 9/29/10 04:31 AM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Freon 12	1.3	Not Detected	6.2	Not Detected
Freon 114	1.3	Not Detected	8.8	Not Detected
Chloromethane	5.0	Not Detected	10	Not Detected
Vinyl Chloride	1.3	Not Detected	3.2	Not Detected
1,3-Butadiene	1.3	Not Detected	2.8	Not Detected
Bromomethane	1.3	Not Detected	4.9	Not Detected
Chloroethane	1.3	Not Detected	3.3	Not Detected
Freon 11	1.3	Not Detected	7.1	Not Detected
Ethanol	5.0	5.0	9.5	9.5
Freon 113	1.3	Not Detected	9.6	Not Detected
1,1-Dichloroethene	1.3	Not Detected	5.0	Not Detected
Acetone	5.0	10	12	25
2-Propanol	5.0	Not Detected	12	Not Detected
Carbon Disulfide	1.3	1.3	3.9	4.0
3-Chloropropene	5.0	Not Detected	16	Not Detected
Methylene Chloride	1.3	Not Detected	4.4	Not Detected
Methyl tert-butyl ether	1.3	Not Detected	4.5	Not Detected
trans-1,2-Dichloroethene	1.3	Not Detected	5.0	Not Detected
Hexane	1.3	Not Detected	4.4	Not Detected
1,1-Dichloroethane	1.3	Not Detected	5.1	Not Detected
2-Butanone (Methyl Ethyl Ketone)	1.3	2.6	3.7	7.6
cis-1,2-Dichloroethene	1.3	Not Detected	5.0	Not Detected
Tetrahydrofuran	1.3	Not Detected	3.7	Not Detected
Chloroform	1.3	Not Detected	6.2	Not Detected
1,1,1-Trichloroethane	1.3	Not Detected	6.9	Not Detected
Cyclohexane	1.3	Not Detected	4.3	Not Detected
Carbon Tetrachloride	1.3	Not Detected	7.9	Not Detected
2,2,4-Trimethylpentane	1.3	Not Detected	5.9	Not Detected
Benzene	1.3	Not Detected	4.0	Not Detected
1,2-Dichloroethane	1.3	Not Detected	5.1	Not Detected
Heptane	1.3	Not Detected	5.2	Not Detected
Trichloroethene	1.3	Not Detected	6.8	Not Detected
1,2-Dichloropropane	1.3	Not Detected	5.8	Not Detected
1,4-Dioxane	5.0	Not Detected	18	Not Detected
Bromodichloromethane	1.3	Not Detected	8.4	Not Detected
cis-1,3-Dichloropropene	1.3	Not Detected	5.7	Not Detected
4-Methyl-2-pentanone	1.3	2.8	5.2	12
Toluene	1.3	2.6	4.7	9.9
trans-1,3-Dichloropropene	1.3	Not Detected	5.7	Not Detected
1,1,2-Trichloroethane	1.3	Not Detected	6.9	Not Detected
Tetrachloroethene	1.3	17	8.5	110

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: B3-SG

Lab ID#: 1009568A-02A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**p092861**	**Date of Collection: 9/22/10 1:00:00 PM**	
Dil. Factor:	**2.52**	**Date of Analysis: 9/29/10 04:31 AM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
2-Hexanone	5.0	Not Detected	21	Not Detected
Dibromochloromethane	1.3	Not Detected	11	Not Detected
1,2-Dibromoethane (EDB)	1.3	Not Detected	9.7	Not Detected
Chlorobenzene	1.3	Not Detected	5.8	Not Detected
Ethyl Benzene	1.3	Not Detected	5.5	Not Detected
m,p-Xylene	1.3	Not Detected	5.5	Not Detected
o-Xylene	1.3	Not Detected	5.5	Not Detected
Styrene	1.3	Not Detected	5.4	Not Detected
Bromoform	1.3	Not Detected	13	Not Detected
Cumene	1.3	Not Detected	6.2	Not Detected
1,1,2,2-Tetrachloroethane	1.3	Not Detected	8.6	Not Detected
Propylbenzene	1.3	Not Detected	6.2	Not Detected
4-Ethyltoluene	1.3	Not Detected	6.2	Not Detected
1,3,5-Trimethylbenzene	1.3	Not Detected	6.2	Not Detected
1,2,4-Trimethylbenzene	1.3	Not Detected	6.2	Not Detected
1,3-Dichlorobenzene	1.3	Not Detected	7.6	Not Detected
1,4-Dichlorobenzene	1.3	Not Detected	7.6	Not Detected
alpha-Chlorotoluene	1.3	Not Detected	6.5	Not Detected
1,2-Dichlorobenzene	1.3	Not Detected	7.6	Not Detected
1,2,4-Trichlorobenzene	5.0	Not Detected	37	Not Detected
Hexachlorobutadiene	5.0	Not Detected	54	Not Detected

Container Type: 1 Liter Summa Canister

Surrogates	%Recovery	Method Limits
Toluene-d8	113	70-130
1,2-Dichloroethane-d4	112	70-130
4-Bromofluorobenzene	106	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: Lab Blank

Lab ID#: 1009568A-03A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**p092842**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 9/28/10 05:28 PM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Freon 12	0.50	Not Detected	2.5	Not Detected
Freon 114	0.50	Not Detected	3.5	Not Detected
Chloromethane	2.0	Not Detected	4.1	Not Detected
Vinyl Chloride	0.50	Not Detected	1.3	Not Detected
1,3-Butadiene	0.50	Not Detected	1.1	Not Detected
Bromomethane	0.50	Not Detected	1.9	Not Detected
Chloroethane	0.50	Not Detected	1.3	Not Detected
Freon 11	0.50	Not Detected	2.8	Not Detected
Ethanol	2.0	Not Detected	3.8	Not Detected
Freon 113	0.50	Not Detected	3.8	Not Detected
1,1-Dichloroethene	0.50	Not Detected	2.0	Not Detected
Acetone	2.0	Not Detected	4.8	Not Detected
2-Propanol	2.0	Not Detected	4.9	Not Detected
Carbon Disulfide	0.50	Not Detected	1.6	Not Detected
3-Chloropropene	2.0	Not Detected	6.3	Not Detected
Methylene Chloride	0.50	Not Detected	1.7	Not Detected
Methyl tert-butyl ether	0.50	Not Detected	1.8	Not Detected
trans-1,2-Dichloroethene	0.50	Not Detected	2.0	Not Detected
Hexane	0.50	Not Detected	1.8	Not Detected
1,1-Dichloroethane	0.50	Not Detected	2.0	Not Detected
2-Butanone (Methyl Ethyl Ketone)	0.50	Not Detected	1.5	Not Detected
cis-1,2-Dichloroethene	0.50	Not Detected	2.0	Not Detected
Tetrahydrofuran	0.50	Not Detected	1.5	Not Detected
Chloroform	0.50	Not Detected	2.4	Not Detected
1,1,1-Trichloroethane	0.50	Not Detected	2.7	Not Detected
Cyclohexane	0.50	Not Detected	1.7	Not Detected
Carbon Tetrachloride	0.50	Not Detected	3.1	Not Detected
2,2,4-Trimethylpentane	0.50	Not Detected	2.3	Not Detected
Benzene	0.50	Not Detected	1.6	Not Detected
1,2-Dichloroethane	0.50	Not Detected	2.0	Not Detected
Heptane	0.50	Not Detected	2.0	Not Detected
Trichloroethene	0.50	Not Detected	2.7	Not Detected
1,2-Dichloropropane	0.50	Not Detected	2.3	Not Detected
1,4-Dioxane	2.0	Not Detected	7.2	Not Detected
Bromodichloromethane	0.50	Not Detected	3.4	Not Detected
cis-1,3-Dichloropropene	0.50	Not Detected	2.3	Not Detected
4-Methyl-2-pentanone	0.50	Not Detected	2.0	Not Detected
Toluene	0.50	Not Detected	1.9	Not Detected
trans-1,3-Dichloropropene	0.50	Not Detected	2.3	Not Detected
1,1,2-Trichloroethane	0.50	Not Detected	2.7	Not Detected
Tetrachloroethene	0.50	Not Detected	3.4	Not Detected

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: Lab Blank

Lab ID#: 1009568A-03A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**p092842**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 9/28/10 05:28 PM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
2-Hexanone	2.0	Not Detected	8.2	Not Detected
Dibromochloromethane	0.50	Not Detected	4.2	Not Detected
1,2-Dibromoethane (EDB)	0.50	Not Detected	3.8	Not Detected
Chlorobenzene	0.50	Not Detected	2.3	Not Detected
Ethyl Benzene	0.50	Not Detected	2.2	Not Detected
m,p-Xylene	0.50	Not Detected	2.2	Not Detected
o-Xylene	0.50	Not Detected	2.2	Not Detected
Styrene	0.50	Not Detected	2.1	Not Detected
Bromoform	0.50	Not Detected	5.2	Not Detected
Cumene	0.50	Not Detected	2.4	Not Detected
1,1,2,2-Tetrachloroethane	0.50	Not Detected	3.4	Not Detected
Propylbenzene	0.50	Not Detected	2.4	Not Detected
4-Ethyltoluene	0.50	Not Detected	2.4	Not Detected
1,3,5-Trimethylbenzene	0.50	Not Detected	2.4	Not Detected
1,2,4-Trimethylbenzene	0.50	Not Detected	2.4	Not Detected
1,3-Dichlorobenzene	0.50	Not Detected	3.0	Not Detected
1,4-Dichlorobenzene	0.50	Not Detected	3.0	Not Detected
alpha-Chlorotoluene	0.50	Not Detected	2.6	Not Detected
1,2-Dichlorobenzene	0.50	Not Detected	3.0	Not Detected
1,2,4-Trichlorobenzene	2.0	Not Detected	15	Not Detected
Hexachlorobutadiene	2.0	Not Detected	21	Not Detected

Container Type: NA - Not Applicable

Surrogates	%Recovery	Method Limits
Toluene-d8	106	70-130
1,2-Dichloroethane-d4	112	70-130
4-Bromofluorobenzene	94	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: CCV

Lab ID#: 1009568A-04A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**p092840**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 9/28/10 04:27 PM**	

Compound	%Recovery
Freon 12	112
Freon 114	103
Chloromethane	109
Vinyl Chloride	99
1,3-Butadiene	90
Bromomethane	122
Chloroethane	96
Freon 11	114
Ethanol	83
Freon 113	102
1,1-Dichloroethene	86
Acetone	78
2-Propanol	82
Carbon Disulfide	86
3-Chloropropene	85
Methylene Chloride	95
Methyl tert-butyl ether	95
trans-1,2-Dichloroethene	96
Hexane	83
1,1-Dichloroethane	98
2-Butanone (Methyl Ethyl Ketone)	91
cis-1,2-Dichloroethene	90
Tetrahydrofuran	91
Chloroform	109
1,1,1-Trichloroethane	116
Cyclohexane	92
Carbon Tetrachloride	118
2,2,4-Trimethylpentane	99
Benzene	111
1,2-Dichloroethane	130
Heptane	108
Trichloroethene	114
1,2-Dichloropropane	120
1,4-Dioxane	112
Bromodichloromethane	128
cis-1,3-Dichloropropene	114
4-Methyl-2-pentanone	119
Toluene	118
trans-1,3-Dichloropropene	113
1,1,2-Trichloroethane	116
Tetrachloroethene	111

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: CCV

Lab ID#: 1009568A-04A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**p092840**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 9/28/10 04:27 PM**	

Compound	%Recovery
2-Hexanone	110
Dibromochloromethane	116
1,2-Dibromoethane (EDB)	113
Chlorobenzene	110
Ethyl Benzene	109
m,p-Xylene	109
o-Xylene	108
Styrene	114
Bromoform	119
Cumene	112
1,1,2,2-Tetrachloroethane	122
Propylbenzene	116
4-Ethyltoluene	114
1,3,5-Trimethylbenzene	107
1,2,4-Trimethylbenzene	107
1,3-Dichlorobenzene	112
1,4-Dichlorobenzene	114
alpha-Chlorotoluene	138 Q
1,2-Dichlorobenzene	113
1,2,4-Trichlorobenzene	108
Hexachlorobutadiene	118

Q = Exceeds Quality Control limits.

Container Type: NA - Not Applicable

Surrogates	%Recovery	Method Limits
Toluene-d8	117	70-130
1,2-Dichloroethane-d4	114	70-130
4-Bromofluorobenzene	110	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: LCS

Lab ID#: 1009568A-05A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**p092837**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 9/28/10 03:32 PM**	

Compound	%Recovery
Freon 12	119
Freon 114	110
Chloromethane	118
Vinyl Chloride	105
1,3-Butadiene	99
Bromomethane	130
Chloroethane	103
Freon 11	122
Ethanol	114
Freon 113	96
1,1-Dichloroethene	85
Acetone	84
2-Propanol	86
Carbon Disulfide	92
3-Chloropropene	90
Methylene Chloride	93
Methyl tert-butyl ether	103
trans-1,2-Dichloroethene	101
Hexane	90
1,1-Dichloroethane	101
2-Butanone (Methyl Ethyl Ketone)	94
cis-1,2-Dichloroethene	93
Tetrahydrofuran	94
Chloroform	112
1,1,1-Trichloroethane	120
Cyclohexane	96
Carbon Tetrachloride	122
2,2,4-Trimethylpentane	100
Benzene	111
1,2-Dichloroethane	129
Heptane	108
Trichloroethene	116
1,2-Dichloropropane	122
1,4-Dioxane	111
Bromodichloromethane	132
cis-1,3-Dichloropropene	122
4-Methyl-2-pentanone	119
Toluene	117
trans-1,3-Dichloropropene	117
1,1,2-Trichloroethane	114
Tetrachloroethene	111

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: LCS

Lab ID#: 1009568A-05A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**p092837**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 9/28/10 03:32 PM**	

Compound	%Recovery
2-Hexanone	108
Dibromochloromethane	117
1,2-Dibromoethane (EDB)	119
Chlorobenzene	112
Ethyl Benzene	113
m,p-Xylene	112
o-Xylene	110
Styrene	114
Bromoform	121
Cumene	110
1,1,2,2-Tetrachloroethane	125
Propylbenzene	115
4-Ethyltoluene	116
1,3,5-Trimethylbenzene	107
1,2,4-Trimethylbenzene	110
1,3-Dichlorobenzene	116
1,4-Dichlorobenzene	118
alpha-Chlorotoluene	136 Q
1,2-Dichlorobenzene	117
1,2,4-Trichlorobenzene	114
Hexachlorobutadiene	124

Q = Exceeds Quality Control limits.

Container Type: NA - Not Applicable

Surrogates	%Recovery	Method Limits
Toluene-d8	116	70-130
1,2-Dichloroethane-d4	114	70-130
4-Bromofluorobenzene	107	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: LCSD

Lab ID#: 1009568A-05AA

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**p092838**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 9/28/10 03:50 PM**	

Compound	%Recovery
Freon 12	115
Freon 114	106
Chloromethane	113
Vinyl Chloride	101
1,3-Butadiene	96
Bromomethane	127
Chloroethane	100
Freon 11	116
Ethanol	104
Freon 113	93
1,1-Dichloroethene	82
Acetone	80
2-Propanol	82
Carbon Disulfide	88
3-Chloropropene	86
Methylene Chloride	90
Methyl tert-butyl ether	99
trans-1,2-Dichloroethene	97
Hexane	86
1,1-Dichloroethane	96
2-Butanone (Methyl Ethyl Ketone)	93
cis-1,2-Dichloroethene	90
Tetrahydrofuran	94
Chloroform	108
1,1,1-Trichloroethane	115
Cyclohexane	96
Carbon Tetrachloride	118
2,2,4-Trimethylpentane	102
Benzene	110
1,2-Dichloroethane	126
Heptane	108
Trichloroethene	113
1,2-Dichloropropane	118
1,4-Dioxane	108
Bromodichloromethane	126
cis-1,3-Dichloropropene	118
4-Methyl-2-pentanone	114
Toluene	113
trans-1,3-Dichloropropene	115
1,1,2-Trichloroethane	113
Tetrachloroethene	110

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: LCSD

Lab ID#: 1009568A-05AA

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**p092838**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 9/28/10 03:50 PM**	

Compound	%Recovery
2-Hexanone	105
Dibromochloromethane	117
1,2-Dibromoethane (EDB)	117
Chlorobenzene	112
Ethyl Benzene	112
m,p-Xylene	111
o-Xylene	110
Styrene	113
Bromoform	122
Cumene	110
1,1,2,2-Tetrachloroethane	124
Propylbenzene	116
4-Ethyltoluene	116
1,3,5-Trimethylbenzene	108
1,2,4-Trimethylbenzene	110
1,3-Dichlorobenzene	115
1,4-Dichlorobenzene	118
alpha-Chlorotoluene	136 Q
1,2-Dichlorobenzene	117
1,2,4-Trichlorobenzene	114
Hexachlorobutadiene	124

Q = Exceeds Quality Control limits.

Container Type: NA - Not Applicable

Surrogates	%Recovery	Method Limits
Toluene-d8	115	70-130
1,2-Dichloroethane-d4	111	70-130
4-Bromofluorobenzene	108	70-130

Air Toxics LTD.
Laboratory Services Since 1989

10/1/2010
Mr. Christopher Giuntoli
Geocon Consultants, Inc.
6671 Brisa Street

Livermore CA 94550

Project Name: BXF/ACROA 3295 CVB Phase II
Project #: E8545-06-02
Workorder #: 1009568B

Dear Mr. Christopher Giuntoli

The following report includes the data for the above referenced project for sample(s) received on 9/24/2010 at Air Toxics Ltd.

The data and associated QC analyzed by Modified ASTM D-1946 are compliant with the project requirements or laboratory criteria with the exception of the deviations noted in the attached case narrative.

Thank you for choosing Air Toxics Ltd. for your air analysis needs. Air Toxics Ltd. is committed to providing accurate data of the highest quality. Please feel free to contact the Project Manager: Kyle Vagadori at 916-985-1000 if you have any questions regarding the data in this report.

Regards,

Kyle Vagadori

Project Manager

Air Toxics LTD.
Laboratory Services Since 1989

WORK ORDER #: 1009568B

Work Order Summary

CLIENT:	Mr. Christopher Giuntoli Geocon Consultants, Inc. 6671 Brisa Street Livermore, CA 94550	**BILL TO:**	Accounts Payable Geocon Consultants, Inc. 3160 Gold Valley Drive Suite 800 Rancho Cordova, CA 95742-7207
PHONE:	925-371-5900	**P.O. #**	E8545-06-02
FAX:	925-371-5915	**PROJECT #**	E8545-06-02 BXF/ACROA 3295 CVB Phase II
DATE RECEIVED:	09/24/2010	**CONTACT:**	Kyle Vagadori
DATE COMPLETED:	10/01/2010		

FRACTION #	NAME	TEST	RECEIPT VAC./PRES.	FINAL PRESSURE
01A	B1-SG	Modified ASTM D-1946	4.4 "Hg	15 psi
02A	B3-SG	Modified ASTM D-1946	6.0 "Hg	15 psi
03A	Lab Blank	Modified ASTM D-1946	NA	NA
04A	LCS	Modified ASTM D-1946	NA	NA
04AA	LCSD	Modified ASTM D-1946	NA	NA

CERTIFIED BY: Linda D. Frumarn DATE: 10/01/10

Laboratory Director

Certfication numbers: CA NELAP - 02110CA, LA NELAP/LELAP- AI 30763,
NY NELAP - 11291, UT NELAP - 9166389892, AZ Licensure AZ0719
Name of Accrediting Agency: NELAP/Florida Department of Health, Scope of Application: Clean Air Act,
Accreditation number: E87680, Effective date: 07/01/09, Expiration date: 06/30/11
Air Toxics Ltd. certifies that the test results contained in this report meet all requirements of the NELAC standards

This report shall not be reproduced, except in full, without the written approval of Air Toxics Ltd.

180 BLUE RAVINE ROAD, SUITE B FOLSOM, CA - 95630
(916) 985-1000 . (800) 985-5955 . FAX (916) 985-1020

LABORATORY NARRATIVE
Modified ASTM D-1946
Geocon Consultants, Inc.
Workorder# 1009568B

Two 1 Liter Summa Canister samples were received on September 24, 2010. The laboratory performed analysis via Modified ASTM Method D-1946 for Helium in air using GC/TCD. The method involves direct injection of 1.0 mL of sample.

Method modifications taken to run these samples are summarized in the table below. Specific project requirements may over-ride the ATL modifications.

Requirement	***ASTM D-1946***	***ATL Modifications***
Calibration	A single point calibration is performed using a reference standard closely matching the composition of the unknown.	A 3-point calibration curve is performed. Quantitation is based on a daily calibration standard which may or may not resemble the composition of the associated samples.
Reference Standard	The composition of any reference standard must be known to within 0.01 mol % for any component.	The standards used by ATL are blended to a >/= 95% accuracy.
Sample Injection Volume	Components whose concentrations are in excess of 5 % should not be analyzed by using sample volumes greater than 0.5 mL.	The sample container is connected directly to a fixed volume sample loop of 1.0 mL on the GC. Linear range is defined by the calibration curve. Bags are loaded by vacuum.
Normalization	Normalize the mole percent values by multiplying each value by 100 and dividing by the sum of the original values. The sum of the original values should not differ from 100% by more than 1.0%.	Results are not normalized. The sum of the reported values can differ from 100% by as much as 15%, either due to analytical variability or an unusual sample matrix.
Precision	Precision requirements established at each concentration level.	Duplicates should agree within 25% RPD for detections > 5 X's the RL.

Receiving Notes

There were no receiving discrepancies.

Analytical Notes

There were no analytical discrepancies.

Definition of Data Qualifying Flags

Seven qualifiers may have been used on the data analysis sheets and indicate as follows:
B - Compound present in laboratory blank greater than reporting limit.
J - Estimated value.
E - Exceeds instrument calibration range.
S - Saturated peak.
Q - Exceeds quality control limits.
U - Compound analyzed for but not detected above the detection limit.
M - Reported value may be biased due to apparent matrix interferences.
File extensions may have been used on the data analysis sheets and indicates as follows:
a-File was requantified
b-File was quantified by a second column and detector
r1-File was requantified for the purpose of reissue

Air Toxics LTD.
Laboratory Services Since 1989

Summary of Detected Compounds
NATURAL GAS ANALYSIS BY MODIFIED ASTM D-1946

Client Sample ID: B1-SG

Lab ID#: 1009568B-01A

No Detections Were Found.

Client Sample ID: B3-SG

Lab ID#: 1009568B-02A

No Detections Were Found.

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: B1-SG

Lab ID#: 1009568B-01A

NATURAL GAS ANALYSIS BY MODIFIED ASTM D-1946

File Name:	**9092722b**	**Date of Collection: 9/22/10 11:05:00 AM**	
Dil. Factor:	**2.37**	**Date of Analysis: 9/27/10 05:34 AM**	

Compound	**Rpt. Limit (%)**	**Amount (%)**
Helium	0.12	Not Detected

Container Type: 1 Liter Summa Canister

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: B3-SG

Lab ID#: 1009568B-02A

NATURAL GAS ANALYSIS BY MODIFIED ASTM D-1946

File Name:	**9092723b**	**Date of Collection: 9/22/10 1:00:00 PM**	
Dil. Factor:	**2.52**	**Date of Analysis: 9/27/10 05:55 AM**	

Compound	**Rpt. Limit (%)**	**Amount (%)**
Helium	0.13	Not Detected

Container Type: 1 Liter Summa Canister

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: Lab Blank

Lab ID#: 1009568B-03A

NATURAL GAS ANALYSIS BY MODIFIED ASTM D-1946

File Name:	**9092703b**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 9/26/10 03:12 PM**	

Compound	**Rpt. Limit (%)**	**Amount (%)**
Helium	0.050	Not Detected

Container Type: NA - Not Applicable

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: LCS

Lab ID#: 1009568B-04A

NATURAL GAS ANALYSIS BY MODIFIED ASTM D-1946

File Name:	**9092702b**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 9/26/10 02:49 PM**	

Compound	%Recovery
Helium	98

Container Type: NA - Not Applicable

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: LCSD

Lab ID#: 1009568B-04AA

NATURAL GAS ANALYSIS BY MODIFIED ASTM D-1946

File Name:	**9092725b**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 9/27/10 08:12 AM**	

Compound	%Recovery
Helium	99

Container Type: NA - Not Applicable

Air Toxics LTD.

CHAIN-OF-CUSTODY RECORD

Sample Transportation Notice
Relinquishing signature on this document indicates that sample is being shipped in compliance with all applicable local, State, Federal, national, and international laws, regulations and ordinances of any kind. Air Toxics Limited assumes no liability with respect to the collection, handling or shipping of these samples. Relinquishing signature also indicates agreement to hold harmless, defend, and indemnify Air Toxics Limited against any claim, demand, or action, of any kind, related to the collection, handling, or shipping of samples. D.O.T. Hotline (800) 467-4922

180 BLUE RAVINE ROAD, SUITE B
FOLSOM, CA 95630-4719
(916) 985-1000 FAX (916) 985-1020

Project Manager CHRIS MERRITT (FIELD) / CHRIS GIUNTOLI

Collected by: (Print and Sign) CHRIS MERRITT

Company GEOCON Email GIUNTOLI@GEOCONINC.COM

Address 6671 BRISA ST City LIVERMORE State CA Zip 94550

Phone 925-371-5900 Fax 925-371-5915

Project Info:
P.O. # E85515-06-02
Project # SAME
Project Name BKF/ACROA 3295 CVB PHASE II

Turn Around Time:
■ Normal
☐ Rush
specify

Lab Use Only
Pressurized by:
Date:
Pressurization Gas: N_2 He

Lab I.D.	Field Sample I.D. (Location)	Can #	Date of Collection	Time of Collection	Analyses Requested	Canister Pressure/Vacuum Initial	Final	Receipt	Final (psi)
01A	B1-SG		9-22-10	1105	TO-15 + HELIUM	21	5		
02A	B3-SG		9-22-10	1300	TO-15 + HELIUM	28.5	5		

Relinquished by: (signature)	Date/Time	Received by: (signature)	Date/Time
CHRIS MERRITT	9-23-10 1645	MONICA GREGSEN ATL	9/24/10 1000
Relinquished by: (signature)	Date/Time	Received by: (signature)	Date/Time
Relinquished by: (signature)	Date/Time	Received by: (signature)	Date/Time

Notes:

Lab Use Only	Shipper Name	Air Bill #	Temp (°C)	Condition	Custody Seals Intact?	Work Order #
	Golden State		NA	Good	Yes No (None)	1009568

Form 1293 rev.11

September 30, 2010

Chris Giuntoli
Geocon Consultants, Inc.
6671 Brisa Street
Livermore, CA 94550

TEL: (925) 371-5900
FAX: (925) 371-5915

ELAP No.: 1838
NELAP No.: 02107CA
CSDLAC No.: 10196

Workorder No.: 113905

RE: BKF/ACRDA 3295CUB

Attention: Chris Giuntoli

Enclosed are the results for sample(s) received on September 24, 2010 by Advanced Technology Laboratories . The sample(s) are tested for the parameters as indicated in the enclosed chain of custody in accordance with the applicable laboratory certifications.

Thank you for the opportunity to service the needs of your company.

Please feel free to call me at (562)989-4045 if I can be of further assistance to your company.

Sincerely,

Eddie F. Rodriguez
Laboratory Director

The cover letter is an integral part of this analytical report. This Laboratory Report cannot be reproduced in part or in its entirety without written permission from the client and Advanced Technology Laboratories.

Advanced Technology Laboratories

ANALYTICAL RESULTS

Print Date: *30-Sep-10*

CLIENT:	Geocon Consultants, Inc.	**Client Sample ID:**	B2-GW
Lab Order:	113905	**Collection Date:**	9/22/2010 3:55:00 PM
Project:	BKF/ACRDA 3295CUB	**Matrix:**	GROUNDWATER
Lab ID:	113905-001A		

VOLATILE ORGANIC COMPOUNDS BY GC/MS

EPA 8260B

RunID: MS11_100928A QC Batch: A10VW210 PrepDate: Analyst: **SLL**

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
1,1,1,2-Tetrachloroethane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,1,1-Trichloroethane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,1,2,2-Tetrachloroethane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,1,2-Trichloroethane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,1-Dichloroethane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,1-Dichloroethene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,1-Dichloropropene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,2,3-Trichlorobenzene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,2,3-Trichloropropane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,2,4-Trichlorobenzene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,2,4-Trimethylbenzene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,2-Dibromo-3-chloropropane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,2-Dibromoethane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,2-Dichlorobenzene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,2-Dichloroethane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,2-Dichloropropane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,3,5-Trimethylbenzene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,3-Dichlorobenzene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,3-Dichloropropane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
1,4-Dichlorobenzene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
2,2-Dichloropropane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
2-Chlorotoluene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
4-Chlorotoluene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
4-Isopropyltoluene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Benzene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Bromobenzene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Bromodichloromethane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Bromoform	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Bromomethane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Carbon tetrachloride	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Chlorobenzene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Chloroethane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Chloroform	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Chloromethane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
cis-1,2-Dichloroethene	ND	0.50		µg/L	1	9/28/2010 12:41 PM

Qualifiers:

B	Analyte detected in the associated Method Blank
H	Holding times for preparation or analysis exceeded
S	Spike/Surrogate outside of limits due to matrix interference
DO	Surrogate Diluted Out
E	Value above quantitation range
ND	Not Detected at the Reporting Limit
	Results are wet unless otherwise specified

CLIENT:	Geocon Consultants, Inc.	**Client Sample ID:**	B2-GW
Lab Order:	113905	**Collection Date:**	9/22/2010 3:55:00 PM
Project:	BKF/ACRDA 3295CUB	**Matrix:**	GROUNDWATER
Lab ID:	113905-001A		

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
VOLATILE ORGANIC COMPOUNDS BY GC/MS						
		EPA 8260B				
RunID: MS11_100928A	QC Batch: A10VW210			PrepDate:		Analyst: **SLL**
cis-1,3-Dichloropropene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Dibromochloromethane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Dibromomethane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Dichlorodifluoromethane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Ethylbenzene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Hexachlorobutadiene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Isopropylbenzene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
m,p-Xylene	ND	1.0		µg/L	1	9/28/2010 12:41 PM
Methylene chloride	ND	1.0		µg/L	1	9/28/2010 12:41 PM
n-Butylbenzene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
n-Propylbenzene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Naphthalene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
o-Xylene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
sec-Butylbenzene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Styrene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
tert-Butylbenzene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Tetrachloroethene	8.0	0.50		µg/L	1	9/28/2010 12:41 PM
Toluene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
trans-1,2-Dichloroethene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Trichloroethene	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Trichlorofluoromethane	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Vinyl chloride	ND	0.50		µg/L	1	9/28/2010 12:41 PM
Surr: 1,2-Dichloroethane-d4	107	70-130		%REC	1	9/28/2010 12:41 PM
Surr: 4-Bromofluorobenzene	106	70-130		%REC	1	9/28/2010 12:41 PM
Surr: Dibromofluoromethane	101	70-130		%REC	1	9/28/2010 12:41 PM
Surr: Toluene-d8	101	70-130		%REC	1	9/28/2010 12:41 PM

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range
H	Holding times for preparation or analysis exceeded	ND	Not Detected at the Reporting Limit
S	Spike/Surrogate outside of limits due to matrix interference		Results are wet unless otherwise specified
DO	Surrogate Diluted Out		

CLIENT:	Geocon Consultants, Inc.	**Client Sample ID:**	B4-GW
Lab Order:	113905	**Collection Date:**	9/22/2010 2:25:00 PM
Project:	BKF/ACRDA 3295CUB	**Matrix:**	GROUNDWATER
Lab ID:	113905-002A		

VOLATILE ORGANIC COMPOUNDS BY GC/MS

EPA 8260B

RunID: MS11_100928A QC Batch: A10VW210 PrepDate: Analyst: **SLL**

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
1,1,1,2-Tetrachloroethane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,1,1-Trichloroethane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,1,2,2-Tetrachloroethane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,1,2-Trichloroethane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,1-Dichloroethane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,1-Dichloroethene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,1-Dichloropropene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,2,3-Trichlorobenzene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,2,3-Trichloropropane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,2,4-Trichlorobenzene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,2,4-Trimethylbenzene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,2-Dibromo-3-chloropropane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,2-Dibromoethane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,2-Dichlorobenzene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,2-Dichloroethane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,2-Dichloropropane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,3,5-Trimethylbenzene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,3-Dichlorobenzene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,3-Dichloropropane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
1,4-Dichlorobenzene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
2,2-Dichloropropane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
2-Chlorotoluene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
4-Chlorotoluene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
4-Isopropyltoluene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Benzene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Bromobenzene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Bromodichloromethane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Bromoform	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Bromomethane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Carbon tetrachloride	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Chlorobenzene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Chloroethane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Chloroform	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Chloromethane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
cis-1,2-Dichloroethene	ND	0.50		µg/L	1	9/28/2010 01:02 PM

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range
H	Holding times for preparation or analysis exceeded	ND	Not Detected at the Reporting Limit
S	Spike/Surrogate outside of limits due to matrix interference		Results are wet unless otherwise specified
DO	Surrogate Diluted Out		

Advanced Technology Laboratories

ANALYTICAL RESULTS

Print Date: *30-Sep-10*

CLIENT:	Geocon Consultants, Inc.	**Client Sample ID:**	B4-GW
Lab Order:	113905	**Collection Date:**	9/22/2010 2:25:00 PM
Project:	BKF/ACRDA 3295CUB	**Matrix:**	GROUNDWATER
Lab ID:	113905-002A		

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
VOLATILE ORGANIC COMPOUNDS BY GC/MS						
		EPA 8260B				
RunID: MS11_100928A	QC Batch: A10VW210			PrepDate:		Analyst: **SLL**
cis-1,3-Dichloropropene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Dibromochloromethane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Dibromomethane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Dichlorodifluoromethane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Ethylbenzene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Hexachlorobutadiene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Isopropylbenzene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
m,p-Xylene	ND	1.0		µg/L	1	9/28/2010 01:02 PM
Methylene chloride	ND	1.0		µg/L	1	9/28/2010 01:02 PM
n-Butylbenzene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
n-Propylbenzene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Naphthalene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
o-Xylene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
sec-Butylbenzene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Styrene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
tert-Butylbenzene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Tetrachloroethene	94	0.50		µg/L	1	9/28/2010 01:02 PM
Toluene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
trans-1,2-Dichloroethene	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Trichloroethene	1.5	0.50		µg/L	1	9/28/2010 01:02 PM
Trichlorofluoromethane	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Vinyl chloride	ND	0.50		µg/L	1	9/28/2010 01:02 PM
Surr: 1,2-Dichloroethane-d4	108	70-130		%REC	1	9/28/2010 01:02 PM
Surr: 4-Bromofluorobenzene	106	70-130		%REC	1	9/28/2010 01:02 PM
Surr: Dibromofluoromethane	101	70-130		%REC	1	9/28/2010 01:02 PM
Surr: Toluene-d8	99.4	70-130		%REC	1	9/28/2010 01:02 PM

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range
H	Holding times for preparation or analysis exceeded	ND	Not Detected at the Reporting Limit
S	Spike/Surrogate outside of limits due to matrix interference		Results are wet unless otherwise specified
DO	Surrogate Diluted Out		

CLIENT:	Geocon Consultants, Inc.	**Client Sample ID:**	B5-GW
Lab Order:	113905	**Collection Date:**	9/22/2010 5:50:00 PM
Project:	BKF/ACRDA 3295CUB	**Matrix:**	GROUNDWATER
Lab ID:	113905-003A		

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
HYDRAULIC OIL						
	EPA 3510C			**EPA 8015B(M)**		
RunID: GC16_100928D	QC Batch: 67108			PrepDate: 9/27/2010	Analyst: **CBR**	
Hydraulic Oil	ND	0.25		mg/L	1	9/28/2010 08:46 PM
Surr: p-Terphenyl	79.5	36-126		%REC	1	9/28/2010 08:46 PM

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range
H	Holding times for preparation or analysis exceeded	ND	Not Detected at the Reporting Limit
S	Spike/Surrogate outside of limits due to matrix interference		Results are wet unless otherwise specified
DO	Surrogate Diluted Out		

CLIENT:	Geocon Consultants, Inc.	**Client Sample ID:**	B5-15
Lab Order:	113905	**Collection Date:**	9/22/2010 5:20:00 PM
Project:	BKF/ACRDA 3295CUB	**Matrix:**	SOIL
Lab ID:	113905-004A		

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
HYDRAULIC OIL						
LUFT				**EPA 8015B(M)**		
RunID: GC16_100928A	QC Batch: 67113			PrepDate: 9/28/2010		Analyst: **CBR**
Hydraulic Oil	ND	10		mg/Kg	1	9/28/2010 11:31 PM
Surr: p-Terphenyl	102	63-152		%REC	1	9/28/2010 11:31 PM

Qualifiers:

B	Analyte detected in the associated Method Blank
H	Holding times for preparation or analysis exceeded
S	Spike/Surrogate outside of limits due to matrix interference
DO	Surrogate Diluted Out
E	Value above quantitation range
ND	Not Detected at the Reporting Limit
	Results are wet unless otherwise specified

CLIENT:	Geocon Consultants, Inc.	**Client Sample ID:**	Sump
Lab Order:	113905	**Collection Date:**	9/22/2010 8:40:00 AM
Project:	BKF/ACRDA 3295CUB	**Matrix:**	WATER
Lab ID:	113905-005A		

VOLATILE ORGANIC COMPOUNDS BY GC/MS

EPA 8260B

RunID: MS11_100928A QC Batch: A10VW210 PrepDate: Analyst: **SLL**

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
1,1,1,2-Tetrachloroethane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,1,1-Trichloroethane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,1,2,2-Tetrachloroethane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,1,2-Trichloroethane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,1-Dichloroethane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,1-Dichloroethene	1.6	0.50		µg/L	1	9/28/2010 01:22 PM
1,1-Dichloropropene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,2,3-Trichlorobenzene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,2,3-Trichloropropane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,2,4-Trichlorobenzene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,2,4-Trimethylbenzene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,2-Dibromo-3-chloropropane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,2-Dibromoethane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,2-Dichlorobenzene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,2-Dichloroethane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,2-Dichloropropane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,3,5-Trimethylbenzene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,3-Dichlorobenzene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,3-Dichloropropane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
1,4-Dichlorobenzene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
2,2-Dichloropropane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
2-Chlorotoluene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
4-Chlorotoluene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
4-Isopropyltoluene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Benzene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Bromobenzene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Bromodichloromethane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Bromoform	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Bromomethane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Carbon tetrachloride	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Chlorobenzene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Chloroethane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Chloroform	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Chloromethane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
cis-1,2-Dichloroethene	2.1	0.50		µg/L	1	9/28/2010 01:22 PM

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range
H	Holding times for preparation or analysis exceeded	ND	Not Detected at the Reporting Limit
S	Spike/Surrogate outside of limits due to matrix interference		Results are wet unless otherwise specified
DO	Surrogate Diluted Out		

Advanced Technology Laboratories

ANALYTICAL RESULTS

Print Date: *30-Sep-10*

CLIENT:	Geocon Consultants, Inc.	**Client Sample ID:**	Sump
Lab Order:	113905	**Collection Date:**	9/22/2010 8:40:00 AM
Project:	BKF/ACRDA 3295CUB	**Matrix:**	WATER
Lab ID:	113905-005A		

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
VOLATILE ORGANIC COMPOUNDS BY GC/MS						
		EPA 8260B				
RunID: MS11_100928A	QC Batch: A10VW210			PrepDate:		Analyst: **SLL**
cis-1,3-Dichloropropene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Dibromochloromethane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Dibromomethane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Dichlorodifluoromethane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Ethylbenzene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Hexachlorobutadiene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Isopropylbenzene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
m,p-Xylene	ND	1.0		µg/L	1	9/28/2010 01:22 PM
Methylene chloride	ND	1.0		µg/L	1	9/28/2010 01:22 PM
n-Butylbenzene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
n-Propylbenzene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Naphthalene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
o-Xylene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
sec-Butylbenzene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Styrene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
tert-Butylbenzene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Tetrachloroethene	88	0.50		µg/L	1	9/28/2010 01:22 PM
Toluene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
trans-1,2-Dichloroethene	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Trichloroethene	1.1	0.50		µg/L	1	9/28/2010 01:22 PM
Trichlorofluoromethane	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Vinyl chloride	ND	0.50		µg/L	1	9/28/2010 01:22 PM
Surr: 1,2-Dichloroethane-d4	110	70-130		%REC	1	9/28/2010 01:22 PM
Surr: 4-Bromofluorobenzene	106	70-130		%REC	1	9/28/2010 01:22 PM
Surr: Dibromofluoromethane	100	70-130		%REC	1	9/28/2010 01:22 PM
Surr: Toluene-d8	99.2	70-130		%REC	1	9/28/2010 01:22 PM

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range
H	Holding times for preparation or analysis exceeded	ND	Not Detected at the Reporting Limit
S	Spike/Surrogate outside of limits due to matrix interference		Results are wet unless otherwise specified
DO	Surrogate Diluted Out		

Advanced Technology Laboratories

ANALYTICAL RESULTS

Print Date: *30-Sep-10*

CLIENT:	Geocon Consultants, Inc.	**Client Sample ID:**	Sump
Lab Order:	113905	**Collection Date:**	9/22/2010 8:40:00 AM
Project:	BKF/ACRDA 3295CUB	**Matrix:**	WATER
Lab ID:	113905-005B		

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
GASOLINE RANGE ORGANICS BY GC/FID						
		EPA 8015B(M)				
RunID: GC19_100927A	QC Batch: M10VW117			PrepDate:		Analyst: **DDL**
GRO	0.15	0.050		mg/L	1	9/27/2010 05:00 PM
Surr: Bromofluorobenzene (FID)	97.6	70-130		%REC	1	9/27/2010 05:00 PM

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range
H	Holding times for preparation or analysis exceeded	ND	Not Detected at the Reporting Limit
S	Spike/Surrogate outside of limits due to matrix interference		Results are wet unless otherwise specified
DO	Surrogate Diluted Out		

Advanced Technology Laboratories

ANALYTICAL RESULTS

Print Date: *30-Sep-10*

CLIENT:	Geocon Consultants, Inc.	**Client Sample ID:**	Sump
Lab Order:	113905	**Collection Date:**	9/22/2010 8:40:00 AM
Project:	BKF/ACRDA 3295CUB	**Matrix:**	WATER
Lab ID:	113905-005C		

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
ICP METALS						
	EPA 3010A			**EPA 6010B**		
RunID: ICP10_100927F	QC Batch: 67097			PrepDate: 9/27/2010		Analyst: **SRB**
Antimony	ND	0.0050		mg/L	1	9/27/2010 05:38 PM
Arsenic	ND	0.010		mg/L	1	9/27/2010 05:38 PM
Barium	0.11	0.0030		mg/L	1	9/27/2010 05:38 PM
Beryllium	ND	0.0030		mg/L	1	9/27/2010 05:38 PM
Cadmium	ND	0.0030		mg/L	1	9/27/2010 05:38 PM
Chromium	ND	0.0030		mg/L	1	9/27/2010 05:38 PM
Cobalt	ND	0.0030		mg/L	1	9/27/2010 05:38 PM
Copper	0.016	0.0050		mg/L	1	9/27/2010 05:38 PM
Lead	ND	0.0050		mg/L	1	9/27/2010 05:38 PM
Molybdenum	ND	0.0050		mg/L	1	9/27/2010 05:38 PM
Nickel	ND	0.0050		mg/L	1	9/27/2010 05:38 PM
Selenium	ND	0.010		mg/L	1	9/27/2010 05:38 PM
Silver	ND	0.0030		mg/L	1	9/27/2010 05:38 PM
Thallium	ND	0.015		mg/L	1	9/27/2010 05:38 PM
Vanadium	ND	0.0030		mg/L	1	9/27/2010 05:38 PM
Zinc	ND	0.010		mg/L	1	9/27/2010 05:38 PM
MERCURY BY COLD VAPOR TECHNIQUE						
				EPA 7470A		
RunID: AA5_100927A	QC Batch: 67098			PrepDate: 9/27/2010		Analyst: **IL**
Mercury	ND	0.20		µg/L	1	9/27/2010 04:02 PM

Qualifiers:

B	Analyte detected in the associated Method Blank
H	Holding times for preparation or analysis exceeded
S	Spike/Surrogate outside of limits due to matrix interference
DO	Surrogate Diluted Out
E	Value above quantitation range
ND	Not Detected at the Reporting Limit
	Results are wet unless otherwise specified

CLIENT:	Geocon Consultants, Inc.	**Client Sample ID:**	Sump
Lab Order:	113905	**Collection Date:**	9/22/2010 8:40:00 AM
Project:	BKF/ACRDA 3295CUB	**Matrix:**	WATER
Lab ID:	113905-005D		

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
DIESEL & MOTOR OIL RANGE ORGANICS BY GC/FID						
	EPA 3510C			**EPA 8015B(M)**		
RunID: GC16_100928D	QC Batch: 67108			PrepDate: 9/27/2010		Analyst: **CBR**
DRO	ND	0.050		mg/L	1	9/28/2010 08:56 PM
ORO	ND	0.050		mg/L	1	9/28/2010 08:56 PM
Surr: p-Terphenyl	90.1	36-126		%REC	1	9/28/2010 08:56 PM
HYDRAULIC OIL						
	EPA 3510C			**EPA 8015B(M)**		
RunID: GC16_100928D	QC Batch: 67108			PrepDate: 9/27/2010		Analyst: **CBR**
Hydraulic Oil	ND	0.20		mg/L	1	9/28/2010 08:56 PM
Surr: p-Terphenyl	90.1	36-126		%REC	1	9/28/2010 08:56 PM

Qualifiers:	B	Analyte detected in the associated Method Blank	E	Value above quantitation range
	H	Holding times for preparation or analysis exceeded	ND	Not Detected at the Reporting Limit
	S	Spike/Surrogate outside of limits due to matrix interference		Results are wet unless otherwise specified
	DO	Surrogate Diluted Out		

CLIENT: Geocon Consultants, Inc.
Work Order: 113905
Project: BKF/ACRDA 3295CUB

ANALYTICAL QC SUMMARY REPORT

TestCode: 6010_W

Sample ID: **MB-67097** SampType: **MBLK** TestCode: **6010_W** Units: **mg/L** Prep Date: **9/27/2010** RunNo: **125331**
Client ID: **PBW** Batch ID: **67097** TestNo: **EPA 6010B** **EPA 3010A** Analysis Date: **9/27/2010** SeqNo: **2016459**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Antimony	ND	0.0050									
Arsenic	ND	0.010									
Barium	ND	0.0030									
Beryllium	ND	0.0030									
Cadmium	ND	0.0030									
Chromium	ND	0.0030									
Cobalt	ND	0.0030									
Copper	ND	0.0050									
Lead	ND	0.0050									
Molybdenum	ND	0.0050									
Nickel	ND	0.0050									
Selenium	ND	0.010									
Silver	ND	0.0030									
Thallium	ND	0.015									
Vanadium	ND	0.0030									
Zinc	ND	0.010									

Sample ID: **LCS-67097** SampType: **LCS** TestCode: **6010_W** Units: **mg/L** Prep Date: **9/27/2010** RunNo: **125331**
Client ID: **LCSW** Batch ID: **67097** TestNo: **EPA 6010B** **EPA 3010A** Analysis Date: **9/27/2010** SeqNo: **2016460**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Antimony	0.964	0.0050	1.000	0	96.4	85	115				
Arsenic	0.945	0.010	1.000	0	94.5	85	115				
Barium	0.975	0.0030	1.000	0	97.5	85	115				
Beryllium	1.003	0.0030	1.000	0	100	85	115				
Cadmium	0.952	0.0030	1.000	0	95.2	85	115				
Chromium	0.945	0.0030	1.000	0	94.5	85	115				
Cobalt	0.957	0.0030	1.000	0	95.7	85	115				

Qualifiers:

B Analyte detected in the associated Method Blank
ND Not Detected at the Reporting Limit
DO Surrogate Diluted Out
E Value above quantitation range
R RPD outside accepted recovery limits
Calculations are based on raw values
H Holding times for preparation or analysis exceeded
S Spike/Surrogate outside of limits due to matrix interference

CLIENT: Geocon Consultants, Inc.
Work Order: 113905
Project: BKF/ACRDA 3295CUB

ANALYTICAL QC SUMMARY REPORT

TestCode: 6010_W

Sample ID: **LCS-67097** SampType: **LCS** TestCode: **6010_W** Units: **mg/L** Prep Date: **9/27/2010** RunNo: **125331**
Client ID: **LCSW** Batch ID: **67097** TestNo: **EPA 6010B** **EPA 3010A** Analysis Date: **9/27/2010** SeqNo: **2016460**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Copper	0.967	0.0050	1.000	0	96.7	85	115				
Lead	0.969	0.0050	1.000	0	96.9	85	115				
Molybdenum	1.015	0.0050	1.000	0	102	85	115				
Nickel	0.948	0.0050	1.000	0	94.8	85	115				
Selenium	0.936	0.010	1.000	0	93.6	85	115				
Silver	0.987	0.0030	1.000	0	98.7	85	115				
Thallium	0.951	0.015	1.000	0	95.1	85	115				
Vanadium	0.973	0.0030	1.000	0	97.3	85	115				
Zinc	0.943	0.010	1.000	0	94.3	85	115				

Sample ID: **113905-005C-MS** SampType: **MS** TestCode: **6010_W** Units: **mg/L** Prep Date: **9/27/2010** RunNo: **125331**
Client ID: **Sump** Batch ID: **67097** TestNo: **EPA 6010B** **EPA 3010A** Analysis Date: **9/27/2010** SeqNo: **2016462**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Antimony	2.450	0.0050	2.500	0	98.0	73	128				
Arsenic	2.387	0.010	2.500	0	95.5	79	121				
Barium	2.572	0.0030	2.500	0.1131	98.3	82	118				
Beryllium	2.488	0.0030	2.500	0	99.5	84	119				
Cadmium	2.361	0.0030	2.500	0	94.5	79	117				
Chromium	2.449	0.0030	2.500	0.001963	97.9	78	115				
Cobalt	2.363	0.0030	2.500	0	94.5	80	118				
Copper	2.416	0.0050	2.500	0.01592	96.0	81	127				
Lead	2.435	0.0050	2.500	0	97.4	80	118				
Molybdenum	2.527	0.0050	2.500	0	101	81	118				
Nickel	2.352	0.0050	2.500	0.001861	94.0	78	120				
Selenium	2.369	0.010	2.500	0	94.8	78	120				
Silver	2.521	0.0030	2.500	0	101	79	125				
Thallium	2.335	0.015	2.500	0	93.4	74	115				
Vanadium	2.497	0.0030	2.500	0	99.9	84	119				
Zinc	2.344	0.010	2.500	0	93.8	75	122				

Qualifiers:

B Analyte detected in the associated Method Blank
ND Not Detected at the Reporting Limit
DO Surrogate Diluted Out
E Value above quantitation range
R RPD outside accepted recovery limits
Calculations are based on raw values
H Holding times for preparation or analysis exceeded
S Spike/Surrogate outside of limits due to matrix interference

CLIENT: Geocon Consultants, Inc.
Work Order: 113905
Project: BKF/ACRDA 3295CUB

ANALYTICAL QC SUMMARY REPORT

TestCode: 6010_W

Sample ID: **113905-005C-MSD** SampType: **MSD** TestCode: **6010_W** Units: **mg/L** Prep Date: **9/27/2010** RunNo: **125331**
Client ID: **Sump** Batch ID: **67097** TestNo: **EPA 6010B** **EPA 3010A** Analysis Date: **9/27/2010** SeqNo: **2016463**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Antimony	2.415	0.0050	2.500	0	96.6	73	128	2.450	1.44	20	
Arsenic	2.341	0.010	2.500	0	93.6	79	121	2.387	1.93	20	
Barium	2.494	0.0030	2.500	0.1131	95.2	82	118	2.572	3.08	20	
Beryllium	2.429	0.0030	2.500	0	97.2	84	119	2.488	2.42	20	
Cadmium	2.291	0.0030	2.500	0	91.6	79	117	2.361	3.05	20	
Chromium	2.381	0.0030	2.500	0.001963	95.1	78	115	2.449	2.85	20	
Cobalt	2.293	0.0030	2.500	0	91.7	80	118	2.363	2.98	20	
Copper	2.352	0.0050	2.500	0.01592	93.4	81	127	2.416	2.67	20	
Lead	2.377	0.0050	2.500	0	95.1	80	118	2.435	2.42	20	
Molybdenum	2.457	0.0050	2.500	0	98.3	81	118	2.527	2.83	20	
Nickel	2.291	0.0050	2.500	0.001861	91.6	78	120	2.352	2.66	20	
Selenium	2.331	0.010	2.500	0	93.2	78	120	2.369	1.62	20	
Silver	2.448	0.0030	2.500	0	97.9	79	125	2.521	2.94	20	
Thallium	2.293	0.015	2.500	0	91.7	74	115	2.335	1.82	20	
Vanadium	2.418	0.0030	2.500	0	96.7	84	119	2.497	3.20	20	
Zinc	2.279	0.010	2.500	0	91.1	75	122	2.344	2.82	20	

Sample ID: **113905-005C-MS** SampType: **MS** TestCode: **6010_W** Units: **mg/L** Prep Date: **9/27/2010** RunNo: **125345**
Client ID: **Sump** Batch ID: **67097** TestNo: **EPA 6010B** **EPA 3010A** Analysis Date: **9/28/2010** SeqNo: **2016826**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Boron	9.918	0.10	10.00	0.3007	96.2	78	121				

Sample ID: **113905-005C-MSD** SampType: **MSD** TestCode: **6010_W** Units: **mg/L** Prep Date: **9/27/2010** RunNo: **125345**
Client ID: **Sump** Batch ID: **67097** TestNo: **EPA 6010B** **EPA 3010A** Analysis Date: **9/28/2010** SeqNo: **2016827**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Boron	9.851	0.10	10.00	0.3007	95.5	78	121	9.918	0.670	20	

Qualifiers:

B Analyte detected in the associated Method Blank
ND Not Detected at the Reporting Limit
DO Surrogate Diluted Out
E Value above quantitation range
R RPD outside accepted recovery limits
Calculations are based on raw values
H Holding times for preparation or analysis exceeded
S Spike/Surrogate outside of limits due to matrix interference

CLIENT: Geocon Consultants, Inc.
Work Order: 113905
Project: BKF/ACRDA 3295CUB

ANALYTICAL QC SUMMARY REPORT

TestCode: 7470_W

Sample ID: **MB-67098** SampType: **MBLK** TestCode: **7470_W** Units: **µg/L** Prep Date: **9/27/2010** RunNo: **125323**
Client ID: **PBW** Batch ID: **67098** TestNo: **EPA 7470A** Analysis Date: **9/27/2010** SeqNo: **2016365**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Mercury	ND	0.20									

Sample ID: **LCS-67098** SampType: **LCS** TestCode: **7470_W** Units: **µg/L** Prep Date: **9/27/2010** RunNo: **125323**
Client ID: **LCSW** Batch ID: **67098** TestNo: **EPA 7470A** Analysis Date: **9/27/2010** SeqNo: **2016366**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Mercury	10.025	0.20	10.00	0	100	85	115				

Sample ID: **113905-005C-MS** SampType: **MS** TestCode: **7470_W** Units: **µg/L** Prep Date: **9/27/2010** RunNo: **125323**
Client ID: **Sump** Batch ID: **67098** TestNo: **EPA 7470A** Analysis Date: **9/27/2010** SeqNo: **2016367**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Mercury	9.845	0.20	10.00	0	98.4	70	130				

Sample ID: **113905-005C-MSD** SampType: **MSD** TestCode: **7470_W** Units: **µg/L** Prep Date: **9/27/2010** RunNo: **125323**
Client ID: **Sump** Batch ID: **67098** TestNo: **EPA 7470A** Analysis Date: **9/27/2010** SeqNo: **2016368**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Mercury	9.717	0.20	10.00	0	97.2	70	130	9.845	1.31	20	

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit	R	RPD outside accepted recovery limits	S	Spike/Surrogate outside of limits due to matrix interference
DO	Surrogate Diluted Out		Calculations are based on raw values		

CLIENT: Geocon Consultants, Inc.
Work Order: 113905
Project: BKF/ACRDA 3295CUB

ANALYTICAL QC SUMMARY REPORT

TestCode: 8015_S_Hydraulic

Sample ID: **MB-67113** SampType: **MBLK** TestCode: **8015_S_Hydr** Units: **mg/Kg** Prep Date: **9/28/2010** RunNo: **125366**
Client ID: **PBS** Batch ID: **67113** TestNo: **EPA 8015B(M LUFT** Analysis Date: **9/28/2010** SeqNo: **2017417**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Hydraulic Oil	ND	10									
Surr: p-Terphenyl	82.530		80.00		103	63	152				

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit	R	RPD outside accepted recovery limits	S	Spike/Surrogate outside of limits due to matrix interference
DO	Surrogate Diluted Out		Calculations are based on raw values		

CLIENT: Geocon Consultants, Inc.
Work Order: 113905
Project: BKF/ACRDA 3295CUB

ANALYTICAL QC SUMMARY REPORT

TestCode: 8015_W_DM_LL

Sample ID: **MB-67108** SampType: **MBLK** TestCode: **8015_W_DM_** Units: **mg/L** Prep Date: **9/27/2010** RunNo: **125387**
Client ID: **PBW** Batch ID: **67108** TestNo: **EPA 8015B(M EPA 3510C** Analysis Date: **9/28/2010** SeqNo: **2017748**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
DRO	ND	0.050									
ORO	ND	0.050									
Surr: p-Terphenyl	0.057		0.08000		71.1	36	126				

Sample ID: **LCS-67108** SampType: **LCS** TestCode: **8015_W_DM_** Units: **mg/L** Prep Date: **9/27/2010** RunNo: **125387**
Client ID: **LCSW** Batch ID: **67108** TestNo: **EPA 8015B(M EPA 3510C** Analysis Date: **9/28/2010** SeqNo: **2017749**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
DRO	0.889	0.050	1.000	0	88.9	52	128				
Surr: p-Terphenyl	0.072		0.08000		90.6	36	126				

Sample ID: **MB-67108MS** SampType: **MS** TestCode: **8015_W_DM_** Units: **mg/L** Prep Date: **9/27/2010** RunNo: **125387**
Client ID: **ZZZZZZ** Batch ID: **67108** TestNo: **EPA 8015B(M EPA 3510C** Analysis Date: **9/28/2010** SeqNo: **2017750**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
DRO	0.897	0.050	1.000	0	89.7	52	128				
Surr: p-Terphenyl	0.061		0.08000		76.4	36	126				

Sample ID: **MB-67108MSD** SampType: **MSD** TestCode: **8015_W_DM_** Units: **mg/L** Prep Date: **9/27/2010** RunNo: **125387**
Client ID: **ZZZZZZ** Batch ID: **67108** TestNo: **EPA 8015B(M EPA 3510C** Analysis Date: **9/28/2010** SeqNo: **2017751**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
DRO	0.902	0.050	1.000	0	90.2	52	128	0.8974	0.494	20	
Surr: p-Terphenyl	0.061		0.08000		75.9	36	126		0	0	

Qualifiers:

B Analyte detected in the associated Method Blank
ND Not Detected at the Reporting Limit
DO Surrogate Diluted Out
E Value above quantitation range
R RPD outside accepted recovery limits
Calculations are based on raw values
H Holding times for preparation or analysis exceeded
S Spike/Surrogate outside of limits due to matrix interference

CLIENT: Geocon Consultants, Inc.
Work Order: 113905
Project: BKF/ACRDA 3295CUB

ANALYTICAL QC SUMMARY REPORT

TestCode: 8015_W_GP LL

Sample ID: **M100927LCS2** SampType: **LCS** TestCode: **8015_W_GP** Units: **mg/L** Prep Date: RunNo: **125337**
Client ID: **LCSW** Batch ID: **M10VW117** TestNo: **EPA 8015B(M** Analysis Date: **9/27/2010** SeqNo: **2016632**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
GRO	1.114	0.050	1.000	0	111	70	130				
Surr: Bromofluorobenzene (FID)	102.040		100.0		102	70	130				

Sample ID: **M100927MB1MS** SampType: **MS** TestCode: **8015_W_GP** Units: **mg/L** Prep Date: RunNo: **125337**
Client ID: **ZZZZZZ** Batch ID: **M10VW117** TestNo: **EPA 8015B(M** Analysis Date: **9/27/2010** SeqNo: **2016634**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
GRO	1.120	0.050	1.000	0	112	70	130				
Surr: Bromofluorobenzene (FID)	101.221		100.0		101	70	130				

Sample ID: **M100927MB1MSD** SampType: **MSD** TestCode: **8015_W_GP** Units: **mg/L** Prep Date: RunNo: **125337**
Client ID: **ZZZZZZ** Batch ID: **M10VW117** TestNo: **EPA 8015B(M** Analysis Date: **9/27/2010** SeqNo: **2016635**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
GRO	1.169	0.050	1.000	0	117	70	130	1.120	4.28	20	
Surr: Bromofluorobenzene (FID)	102.123		100.0		102	70	130		0	0	

Sample ID: **M100927MB1** SampType: **MBLK** TestCode: **8015_W_GP** Units: **mg/L** Prep Date: RunNo: **125337**
Client ID: **PBW** Batch ID: **M10VW117** TestNo: **EPA 8015B(M** Analysis Date: **9/27/2010** SeqNo: **2016636**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
GRO	ND	0.050									
Surr: Bromofluorobenzene (FID)	97.737		100.0		97.7	70	130				

Qualifiers:

- B Analyte detected in the associated Method Blank
- ND Not Detected at the Reporting Limit
- DO Surrogate Diluted Out
- E Value above quantitation range
- R RPD outside accepted recovery limits

Calculations are based on raw values

- H Holding times for preparation or analysis exceeded
- S Spike/Surrogate outside of limits due to matrix interference

CLIENT: Geocon Consultants, Inc.
Work Order: 113905
Project: BKF/ACRDA 3295CUB

ANALYTICAL QC SUMMARY REPORT

TestCode: 8015_W_HYDOIL

Sample ID: **MB-67108** SampType: **MBLK** TestCode: **8015_W_HYD** Units: **mg/L** Prep Date: **9/27/2010** RunNo: **125387**
Client ID: **PBW** Batch ID: **67108** TestNo: **EPA 8015B(M EPA 3510C** Analysis Date: **9/28/2010** SeqNo: **2017772**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Hydraulic Oil	ND	0.20									
Surr: p-Terphenyl	0.057		0.08000		71.1	36	126				

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit	R	RPD outside accepted recovery limits	S	Spike/Surrogate outside of limits due to matrix interference
DO	Surrogate Diluted Out		Calculations are based on raw values		

CLIENT: Geocon Consultants, Inc.
Work Order: 113905
Project: BKF/ACRDA 3295CUB

ANALYTICAL QC SUMMARY REPORT

TestCode: 8260_WP_LL

Sample ID: **A10928LCS1** SampType: **LCS** TestCode: **8260_WP_LL** Units: **µg/L** Prep Date: RunNo: **125340**
Client ID: **LCSW** Batch ID: **A10VW210** TestNo: **EPA 8260B** Analysis Date: **9/28/2010** SeqNo: **2017218**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,1-Dichloroethene	20.310	0.50	20.00	0	102	70	130				
Benzene	36.170	0.50	40.00	0	90.4	70	130				
Chlorobenzene	18.550	0.50	20.00	0	92.8	70	130				
MTBE	21.650	0.50	20.00	0	108	70	130				
Toluene	38.850	0.50	40.00	0	97.1	70	130				
Trichloroethene	18.400	0.50	20.00	0	92.0	70	130				
Surr: 1,2-Dichloroethane-d4	23.690		25.00		94.8	70	130				
Surr: 4-Bromofluorobenzene	24.800		25.00		99.2	70	130				
Surr: Dibromofluoromethane	23.100		25.00		92.4	70	130				
Surr: Toluene-d8	24.640		25.00		98.6	70	130				

Sample ID: **A10928MB2MS** SampType: **MS** TestCode: **8260_WP_LL** Units: **µg/L** Prep Date: RunNo: **125340**
Client ID: **ZZZZZZ** Batch ID: **A10VW210** TestNo: **EPA 8260B** Analysis Date: **9/28/2010** SeqNo: **2017219**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,1-Dichloroethene	20.090	0.50	20.00	0	100	70	130				
Benzene	37.320	0.50	40.00	0	93.3	70	130				
Chlorobenzene	19.150	0.50	20.00	0	95.8	70	130				
Toluene	39.610	0.50	40.00	0	99.0	70	130				
Trichloroethene	18.770	0.50	20.00	0	93.8	70	130				
Surr: 1,2-Dichloroethane-d4	24.250		25.00		97.0	70	130				
Surr: 4-Bromofluorobenzene	25.750		25.00		103	70	130				
Surr: Dibromofluoromethane	23.720		25.00		94.9	70	130				
Surr: Toluene-d8	25.380		25.00		102	70	130				

Sample ID: **A10928MB2MSD** SampType: **MSD** TestCode: **8260_WP_LL** Units: **µg/L** Prep Date: RunNo: **125340**
Client ID: **ZZZZZZ** Batch ID: **A10VW210** TestNo: **EPA 8260B** Analysis Date: **9/28/2010** SeqNo: **2017220**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,1-Dichloroethene	19.700	0.50	20.00	0	98.5	70	130	20.09	1.96	20	

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit	R	RPD outside accepted recovery limits	S	Spike/Surrogate outside of limits due to matrix interference
DO	Surrogate Diluted Out		Calculations are based on raw values		

CLIENT: Geocon Consultants, Inc.
Work Order: 113905
Project: BKF/ACRDA 3295CUB

ANALYTICAL QC SUMMARY REPORT

TestCode: 8260_WP_LL

Sample ID: **A10928MB2MSD** SampType: **MSD** TestCode: **8260_WP_LL** Units: **µg/L** Prep Date: RunNo: **125340**
Client ID: **ZZZZZZ** Batch ID: **A10VW210** TestNo: **EPA 8260B** Analysis Date: **9/28/2010** SeqNo: **2017220**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene	37.140	0.50	40.00	0	92.8	70	130	37.32	0.483	20	
Chlorobenzene	19.070	0.50	20.00	0	95.4	70	130	19.15	0.419	20	
Toluene	39.380	0.50	40.00	0	98.4	70	130	39.61	0.582	20	
Trichloroethene	18.360	0.50	20.00	0	91.8	70	130	18.77	2.21	20	
Surr: 1,2-Dichloroethane-d4	23.410		25.00		93.6	70	130		0	0	
Surr: 4-Bromofluorobenzene	25.100		25.00		100	70	130		0	0	
Surr: Dibromofluoromethane	22.900		25.00		91.6	70	130		0	0	
Surr: Toluene-d8	25.300		25.00		101	70	130		0	0	

Sample ID: **A10928MB2** SampType: **MBLK** TestCode: **8260_WP_LL** Units: **µg/L** Prep Date: RunNo: **125340**
Client ID: **PBW** Batch ID: **A10VW210** TestNo: **EPA 8260B** Analysis Date: **9/28/2010** SeqNo: **2017221**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,1,1,2-Tetrachloroethane	ND	0.50									
1,1,1-Trichloroethane	ND	0.50									
1,1,2,2-Tetrachloroethane	ND	0.50									
1,1,2-Trichloroethane	ND	0.50									
1,1-Dichloroethane	ND	0.50									
1,1-Dichloroethene	ND	0.50									
1,1-Dichloropropene	ND	0.50									
1,2,3-Trichlorobenzene	ND	0.50									
1,2,3-Trichloropropane	ND	0.50									
1,2,4-Trichlorobenzene	ND	0.50									
1,2,4-Trimethylbenzene	ND	0.50									
1,2-Dibromo-3-chloropropane	ND	0.50									
1,2-Dibromoethane	ND	0.50									
1,2-Dichlorobenzene	ND	0.50									
1,2-Dichloroethane	ND	0.50									
1,2-Dichloropropane	ND	0.50									
1,3,5-Trimethylbenzene	ND	0.50									

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit	R	RPD outside accepted recovery limits	S	Spike/Surrogate outside of limits due to matrix interference
DO	Surrogate Diluted Out		Calculations are based on raw values		

CLIENT: Geocon Consultants, Inc.
Work Order: 113905
Project: BKF/ACRDA 3295CUB

ANALYTICAL QC SUMMARY REPORT

TestCode: 8260_WP_LL

Sample ID: **A10928MB2** SampType: **MBLK** TestCode: **8260_WP_LL** Units: **µg/L** Prep Date: RunNo: **125340**
Client ID: **PBW** Batch ID: **A10VW210** TestNo: **EPA 8260B** Analysis Date: **9/28/2010** SeqNo: **2017221**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,3-Dichlorobenzene	ND	0.50									
1,3-Dichloropropane	ND	0.50									
1,4-Dichlorobenzene	ND	0.50									
2,2-Dichloropropane	ND	0.50									
2-Chlorotoluene	ND	0.50									
4-Chlorotoluene	ND	0.50									
4-Isopropyltoluene	ND	0.50									
Benzene	ND	0.50									
Bromobenzene	ND	0.50									
Bromodichloromethane	ND	0.50									
Bromoform	ND	0.50									
Bromomethane	ND	0.50									
Carbon tetrachloride	ND	0.50									
Chlorobenzene	ND	0.50									
Chloroethane	ND	0.50									
Chloroform	ND	0.50									
Chloromethane	ND	0.50									
cis-1,2-Dichloroethene	ND	0.50									
cis-1,3-Dichloropropene	ND	0.50									
Dibromochloromethane	ND	0.50									
Dibromomethane	ND	0.50									
Dichlorodifluoromethane	ND	0.50									
Ethylbenzene	ND	0.50									
Hexachlorobutadiene	ND	0.50									
Isopropylbenzene	ND	0.50									
m,p-Xylene	ND	1.0									
Methylene chloride	ND	1.0									
n-Butylbenzene	ND	0.50									
n-Propylbenzene	ND	0.50									
Naphthalene	ND	0.50									

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit	R	RPD outside accepted recovery limits	S	Spike/Surrogate outside of limits due to matrix interference
DO	Surrogate Diluted Out		Calculations are based on raw values		

CLIENT: Geocon Consultants, Inc.
Work Order: 113905
Project: BKF/ACRDA 3295CUB

ANALYTICAL QC SUMMARY REPORT

TestCode: 8260_WP_LL

Sample ID: **A10928MB2** SampType: **MBLK** TestCode: **8260_WP_LL** Units: **µg/L** Prep Date: RunNo: **125340**
Client ID: **PBW** Batch ID: **A10VW210** TestNo: **EPA 8260B** Analysis Date: **9/28/2010** SeqNo: **2017221**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
o-Xylene	ND	0.50									
sec-Butylbenzene	ND	0.50									
Styrene	ND	0.50									
tert-Butylbenzene	ND	0.50									
Tetrachloroethene	ND	0.50									
Toluene	ND	0.50									
trans-1,2-Dichloroethene	ND	0.50									
Trichloroethene	ND	0.50									
Trichlorofluoromethane	ND	0.50									
Vinyl chloride	ND	0.50									
Surr: 1,2-Dichloroethane-d4	23.710		25.00		94.8	70	130				
Surr: 4-Bromofluorobenzene	25.870		25.00		103	70	130				
Surr: Dibromofluoromethane	23.180		25.00		92.7	70	130				
Surr: Toluene-d8	24.800		25.00		99.2	70	130				

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit	R	RPD outside accepted recovery limits	S	Spike/Surrogate outside of limits due to matrix interference
DO	Surrogate Diluted Out		Calculations are based on raw values		

CHAIN OF CUSTODY RECORD

Advanced Technology Laboratories
3275 Walnut Avenue
Signal Hill, CA 90755
(562) 989-4045 • Fax (562) 989-4040

FOR LABORATORY USE ONLY:

P.O.#: _____

Logged By: _____ Date: 9/24/10

Method of Transport: Client ☐ ATL ☐ CA OverN ☐ FEDEX ☐ Other: GSO

Sample Condition Upon Receipt: 5.4

1. CHILLED Y ☑ N ☐ 4. SEALED Y ☐ N ☑
2. HEADSPACE (VOA) Y ☑ N ☐ 5. # OF SPLS MATCH COC Y ☑ N ☐
3. CONTAINER INTACT Y ☑ N ☐ 6. PRESERVED Y ☑ N ☐

Client: GEOCON CONSULTANTS, INC.	Address: 6671 Brisa Street		TEL: (925) 371-5900
Attn: CHRIS GIUNTOLI, LIVERMORE	City Livermore	State CA Zip Code 94550	FAX: (925) 371-5915

Project Name: BKF/ACROA 3295CUB Project #: Sampler: (Printed Name) CHRIS MERRITT (Signature) SAME

Relinquished by: (Signature and Printed Name) CHRIS MERRITT	Date: 9-23-10	Time: 1645	Received by: (Signature and Printed Name) Mary	Date: 9/24/10	Time: 8:50
Relinquished by: (Signature and Printed Name)	Date:	Time:	Received by: (Signature and Printed Name)	Date:	Time:
Relinquished by: (Signature and Printed Name)	Date:	Time:	Received by: (Signature and Printed Name)	Date:	Time:

I hereby authorize ATL to perform the work indicated below:
Project Mgr /Submitter: CM (Print Name) 9-23-10 (Date) CM (Signature)

Send Report To:
Attn: _____
Co: SAME AS ABOVE
Address _____
City _____ State _____ Zip _____

Bill To:
Attn: _____
Co: SAME AS ABOVE
Address _____
City _____ State _____ Zip _____

Special Instructions/Comments:

Sample/Records - Archival & Disposal
Unless otherwise requested by client, all samples will be disposed 45 days after receipt and records will be disposed 1 year after submittal of final report.

Storage Fees (applies when storage is requested):
- Sample : $2.00 / sample / mo (after 45 days)
- Records : $1.00 / ATL workorder / mo (after 1 year)

Circle or Add Analysis(es) Requested

SPECIFY APPROPRIATE MATRIX: SOIL, WATER, GROUND WATER, WASTEWATER

PRESERVATION

Q A / Q C: RTNE ☐ CT ☐ SWRCB ☐ Logcode ____ OTHER ____

ITEM	LAB USE ONLY: Batch #: / Lab No.	Sample Description: Sample I.D. / Location	Date	Time	8081A (Pesticides)	8082 (PCB)	8260B (Volatiles)	8270C (BNA)	6010B (Total Metal)	8015B (GRO) BTEX	8015B (DRO) +MO	8021 (BTEX)	TITLE 22 / CAM 17 (6010 / 7000)	TPH AS HYDRAULIC OIL	SOIL	WATER	GROUND WATER	WASTEWATER	TAT	Container(s) #	Container(s) Type	PRESERVATION	REMARKS
	113905-001	B2-GW	9-22-10	1555		X											X						
	2	B4-GW		1425		X											X						
	3	B5-GW		1750									X				X						TPHg/D VOC PCB
	4	B5-15		1720									X		X								
	5	SUMP		0840		X			X	X		X	X			X							HOLD PCB

• TAT starts 8 a.m. following day if samples received after 3 p.m.

TAT: A= Overnight ≤ 24 hr B= Emergency Next workday C= Critical 2 Workdays D= Urgent 3 Workdays E= Routine 7 Workdays

Container Types: T=Tube V=VOA L=Liter P=Pint J=Jar B=Tedlar G=Glass P=Plastic M=Metal

Preservatives: H=Hcl $N=HNO_3$ $S=H_2SO_4$ C=4°C $Z=Zn(AC)_2$ O=NaOH $T=Na_2S_2O_3$

DISTRIBUTION: **White** with report, **Yellow** to folder, **Pink** to submitter.

October 07, 2010

Chris Giuntoli
Geocon Consultants, Inc.
6671 Brisa Street
Livermore, CA 94550

TEL: (925) 371-5900
FAX: (925) 371-5915

ELAP No.: 1838
NELAP No.: 02107CA
CSDLAC No.: 10196

Workorder No.: 113905

RE: BKF/ACRDA 3295CUB

Attention: Chris Giuntoli

Enclosed are the results for sample(s) received on September 24, 2010 by Advanced Technology Laboratories . The sample(s) are tested for the parameters as indicated in the enclosed chain of custody in accordance with the applicable laboratory certifications.

This is an addendum report. Please incorporate with documentation previously submitted.

Thank you for the opportunity to service the needs of your company.

Please feel free to call me at (562)989-4045 if I can be of further assistance to your company.

Sincerely,

Eddie F. Rodriguez
Laboratory Director

The cover letter is an integral part of this analytical report. This Laboratory Report cannot be reproduced in part or in its entirety without written permission from the client and Advanced Technology Laboratories.

Advanced Technology Laboratories

ANALYTICAL RESULTS

Print Date: *07-Oct-10*

CLIENT:	Geocon Consultants, Inc.	**Client Sample ID:**	B5-GW
Lab Order:	113905	**Collection Date:**	9/22/2010 5:50:00 PM
Project:	BKF/ACRDA 3295CUB	**Matrix:**	GROUNDWATER
Lab ID:	113905-003B		

VOLATILE ORGANIC COMPOUNDS BY GC/MS

EPA 8260B

RunID: MS11_101004A QC Batch: A10VW213 PrepDate: Analyst: **SLL**

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
1,1,1,2-Tetrachloroethane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,1,1-Trichloroethane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,1,2,2-Tetrachloroethane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,1,2-Trichloroethane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,1-Dichloroethane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,1-Dichloroethene	13	0.50		µg/L	1	10/4/2010 02:45 PM
1,1-Dichloropropene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,2,3-Trichlorobenzene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,2,3-Trichloropropane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,2,4-Trichlorobenzene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,2,4-Trimethylbenzene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,2-Dibromo-3-chloropropane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,2-Dibromoethane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,2-Dichlorobenzene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,2-Dichloroethane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,2-Dichloropropane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,3,5-Trimethylbenzene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,3-Dichlorobenzene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,3-Dichloropropane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
1,4-Dichlorobenzene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
2,2-Dichloropropane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
2-Chlorotoluene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
4-Chlorotoluene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
4-Isopropyltoluene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Benzene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Bromobenzene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Bromodichloromethane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Bromoform	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Bromomethane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Carbon tetrachloride	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Chlorobenzene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Chloroethane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Chloroform	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Chloromethane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
cis-1,2-Dichloroethene	ND	0.50		µg/L	1	10/4/2010 02:45 PM

Qualifiers:

B	Analyte detected in the associated Method Blank
H	Holding times for preparation or analysis exceeded
S	Spike/Surrogate outside of limits due to matrix interference
DO	Surrogate Diluted Out
E	Value above quantitation range
ND	Not Detected at the Reporting Limit
	Results are wet unless otherwise specified

CLIENT:	Geocon Consultants, Inc.	**Client Sample ID:**	B5-GW
Lab Order:	113905	**Collection Date:**	9/22/2010 5:50:00 PM
Project:	BKF/ACRDA 3295CUB	**Matrix:**	GROUNDWATER
Lab ID:	113905-003B		

VOLATILE ORGANIC COMPOUNDS BY GC/MS

EPA 8260B

RunID: MS11_101004A QC Batch: A10VW213 PrepDate: Analyst: **SLL**

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
cis-1,3-Dichloropropene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Dibromochloromethane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Dibromomethane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Dichlorodifluoromethane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Ethylbenzene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Hexachlorobutadiene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Isopropylbenzene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
m,p-Xylene	ND	1.0		µg/L	1	10/4/2010 02:45 PM
Methylene chloride	ND	1.0		µg/L	1	10/4/2010 02:45 PM
n-Butylbenzene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
n-Propylbenzene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Naphthalene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
o-Xylene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
sec-Butylbenzene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Styrene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
tert-Butylbenzene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Tetrachloroethene	15	0.50		µg/L	1	10/4/2010 02:45 PM
Toluene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
trans-1,2-Dichloroethene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Trichloroethene	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Trichlorofluoromethane	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Vinyl chloride	ND	0.50		µg/L	1	10/4/2010 02:45 PM
Surr: 1,2-Dichloroethane-d4	92.6	70-130		%REC	1	10/4/2010 02:45 PM
Surr: 4-Bromofluorobenzene	101	70-130		%REC	1	10/4/2010 02:45 PM
Surr: Dibromofluoromethane	93.0	70-130		%REC	1	10/4/2010 02:45 PM
Surr: Toluene-d8	95.0	70-130		%REC	1	10/4/2010 02:45 PM

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range
H	Holding times for preparation or analysis exceeded	ND	Not Detected at the Reporting Limit
S	Spike/Surrogate outside of limits due to matrix interference		Results are wet unless otherwise specified
DO	Surrogate Diluted Out		

CLIENT: Geocon Consultants, Inc.
Work Order: 113905
Project: BKF/ACRDA 3295CUB

ANALYTICAL QC SUMMARY REPORT

TestCode: 8260_WP_LL

Sample ID: **A101004LCS1** SampType: **LCS** TestCode: **8260_WP_LL** Units: **µg/L** Prep Date: RunNo: **125534**
Client ID: **LCSW** Batch ID: **A10VW213** TestNo: **EPA 8260B** Analysis Date: **10/4/2010** SeqNo: **2020024**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,1-Dichloroethene	19.320	0.50	20.00	0	96.6	70	130				
Benzene	34.710	0.50	40.00	0	86.8	70	130				
Chlorobenzene	18.500	0.50	20.00	0	92.5	70	130				
MTBE	20.940	0.50	20.00	0	105	70	130				
Toluene	37.520	0.50	40.00	0	93.8	70	130				
Trichloroethene	17.850	0.50	20.00	0	89.2	70	130				
Surr: 1,2-Dichloroethane-d4	23.010		25.00		92.0	70	130				
Surr: 4-Bromofluorobenzene	24.620		25.00		98.5	70	130				
Surr: Dibromofluoromethane	21.340		25.00		85.4	70	130				
Surr: Toluene-d8	23.510		25.00		94.0	70	130				

Sample ID: **A101004MB2MS** SampType: **MS** TestCode: **8260_WP_LL** Units: **µg/L** Prep Date: RunNo: **125534**
Client ID: **ZZZZZZ** Batch ID: **A10VW213** TestNo: **EPA 8260B** Analysis Date: **10/4/2010** SeqNo: **2020025**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,1-Dichloroethene	18.640	0.50	20.00	0	93.2	70	130				
Benzene	34.760	0.50	40.00	0	86.9	70	130				
Chlorobenzene	18.600	0.50	20.00	0	93.0	70	130				
Toluene	37.090	0.50	40.00	0	92.7	70	130				
Trichloroethene	17.360	0.50	20.00	0	86.8	70	130				
Surr: 1,2-Dichloroethane-d4	23.560		25.00		94.2	70	130				
Surr: 4-Bromofluorobenzene	25.250		25.00		101	70	130				
Surr: Dibromofluoromethane	21.540		25.00		86.2	70	130				
Surr: Toluene-d8	23.530		25.00		94.1	70	130				

Sample ID: **A101004MB2MSD** SampType: **MSD** TestCode: **8260_WP_LL** Units: **µg/L** Prep Date: RunNo: **125534**
Client ID: **ZZZZZZ** Batch ID: **A10VW213** TestNo: **EPA 8260B** Analysis Date: **10/4/2010** SeqNo: **2020026**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,1-Dichloroethene	18.680	0.50	20.00	0	93.4	70	130	18.64	0.214	20	

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit	R	RPD outside accepted recovery limits	S	Spike/Surrogate outside of limits due to matrix interference
DO	Surrogate Diluted Out		Calculations are based on raw values		

CLIENT: Geocon Consultants, Inc.
Work Order: 113905
Project: BKF/ACRDA 3295CUB

ANALYTICAL QC SUMMARY REPORT

TestCode: 8260_WP_LL

Sample ID: **A101004MB2MSD** SampType: **MSD** TestCode: **8260_WP_LL** Units: **µg/L** Prep Date: RunNo: **125534**
Client ID: **ZZZZZZ** Batch ID: **A10VW213** TestNo: **EPA 8260B** Analysis Date: **10/4/2010** SeqNo: **2020026**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Benzene	35.080	0.50	40.00	0	87.7	70	130	34.76	0.916	20	
Chlorobenzene	18.690	0.50	20.00	0	93.5	70	130	18.60	0.483	20	
Toluene	37.710	0.50	40.00	0	94.3	70	130	37.09	1.66	20	
Trichloroethene	17.790	0.50	20.00	0	89.0	70	130	17.36	2.45	20	
Surr: 1,2-Dichloroethane-d4	23.380		25.00		93.5	70	130		0	0	
Surr: 4-Bromofluorobenzene	25.420		25.00		102	70	130		0	0	
Surr: Dibromofluoromethane	21.980		25.00		87.9	70	130		0	0	
Surr: Toluene-d8	24.160		25.00		96.6	70	130		0	0	

Sample ID: **A101004MB2** SampType: **MBLK** TestCode: **8260_WP_LL** Units: **µg/L** Prep Date: RunNo: **125534**
Client ID: **PBW** Batch ID: **A10VW213** TestNo: **EPA 8260B** Analysis Date: **10/4/2010** SeqNo: **2020027**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,1,1,2-Tetrachloroethane	ND	0.50									
1,1,1-Trichloroethane	ND	0.50									
1,1,2,2-Tetrachloroethane	ND	0.50									
1,1,2-Trichloroethane	ND	0.50									
1,1-Dichloroethane	ND	0.50									
1,1-Dichloroethene	ND	0.50									
1,1-Dichloropropene	ND	0.50									
1,2,3-Trichlorobenzene	ND	0.50									
1,2,3-Trichloropropane	ND	0.50									
1,2,4-Trichlorobenzene	ND	0.50									
1,2,4-Trimethylbenzene	ND	0.50									
1,2-Dibromo-3-chloropropane	ND	0.50									
1,2-Dibromoethane	ND	0.50									
1,2-Dichlorobenzene	ND	0.50									
1,2-Dichloroethane	ND	0.50									
1,2-Dichloropropane	ND	0.50									
1,3,5-Trimethylbenzene	ND	0.50									

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit	R	RPD outside accepted recovery limits	S	Spike/Surrogate outside of limits due to matrix interference
DO	Surrogate Diluted Out		Calculations are based on raw values		

CLIENT: Geocon Consultants, Inc.
Work Order: 113905
Project: BKF/ACRDA 3295CUB

ANALYTICAL QC SUMMARY REPORT

TestCode: 8260_WP_LL

Sample ID: **A101004MB2** SampType: **MBLK** TestCode: **8260_WP_LL** Units: **µg/L** Prep Date: RunNo: **125534**
Client ID: **PBW** Batch ID: **A10VW213** TestNo: **EPA 8260B** Analysis Date: **10/4/2010** SeqNo: **2020027**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,3-Dichlorobenzene	ND	0.50									
1,3-Dichloropropane	ND	0.50									
1,4-Dichlorobenzene	ND	0.50									
2,2-Dichloropropane	ND	0.50									
2-Chlorotoluene	ND	0.50									
4-Chlorotoluene	ND	0.50									
4-Isopropyltoluene	ND	0.50									
Benzene	ND	0.50									
Bromobenzene	ND	0.50									
Bromodichloromethane	ND	0.50									
Bromoform	ND	0.50									
Bromomethane	ND	0.50									
Carbon tetrachloride	ND	0.50									
Chlorobenzene	ND	0.50									
Chloroethane	ND	0.50									
Chloroform	ND	0.50									
Chloromethane	ND	0.50									
cis-1,2-Dichloroethene	ND	0.50									
cis-1,3-Dichloropropene	ND	0.50									
Dibromochloromethane	ND	0.50									
Dibromomethane	ND	0.50									
Dichlorodifluoromethane	ND	0.50									
Ethylbenzene	ND	0.50									
Hexachlorobutadiene	ND	0.50									
Isopropylbenzene	ND	0.50									
m,p-Xylene	ND	1.0									
Methylene chloride	ND	1.0									
n-Butylbenzene	ND	0.50									
n-Propylbenzene	ND	0.50									
Naphthalene	ND	0.50									

Qualifiers:

B Analyte detected in the associated Method Blank
ND Not Detected at the Reporting Limit
DO Surrogate Diluted Out
E Value above quantitation range
R RPD outside accepted recovery limits
Calculations are based on raw values
H Holding times for preparation or analysis exceeded
S Spike/Surrogate outside of limits due to matrix interference

CLIENT: Geocon Consultants, Inc.
Work Order: 113905
Project: BKF/ACRDA 3295CUB

ANALYTICAL QC SUMMARY REPORT

TestCode: 8260_WP_LL

Sample ID: **A101004MB2** SampType: **MBLK** TestCode: **8260_WP_LL** Units: **µg/L** Prep Date: RunNo: **125534**
Client ID: **PBW** Batch ID: **A10VW213** TestNo: **EPA 8260B** Analysis Date: **10/4/2010** SeqNo: **2020027**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
o-Xylene	ND	0.50									
sec-Butylbenzene	ND	0.50									
Styrene	ND	0.50									
tert-Butylbenzene	ND	0.50									
Tetrachloroethene	ND	0.50									
Toluene	ND	0.50									
trans-1,2-Dichloroethene	ND	0.50									
Trichloroethene	ND	0.50									
Trichlorofluoromethane	ND	0.50									
Vinyl chloride	ND	0.50									
Surr: 1,2-Dichloroethane-d4	23.540		25.00		94.2	70	130				
Surr: 4-Bromofluorobenzene	25.910		25.00		104	70	130				
Surr: Dibromofluoromethane	22.790		25.00		91.2	70	130				
Surr: Toluene-d8	23.760		25.00		95.0	70	130				

Qualifiers:

B	Analyte detected in the associated Method Blank	E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit	R	RPD outside accepted recovery limits	S	Spike/Surrogate outside of limits due to matrix interference
DO	Surrogate Diluted Out		Calculations are based on raw values		

Diane Galvan

From: Livermore Office (Rick Day) [day@geoconinc.com]
Sent: Monday, October 04, 2010 12:41 PM
To: Diane Galvan
Cc: Chris Giuntoli
Subject: RE: Results/EDD - BKF/ACRDa 3295CUB (113905)

Hi Diane –

Please run sample 113905-003 ("B5-GW") for 8260 VOCs – standard TAT please.

FYI – hold time expires this Wednesday.

Thanks,
Rick.

Attachment F

Geocon Indoor Air Quality Study

GEOCON
CONSULTANTS, INC.
GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS

Project No. E8545-06-05
August 23, 2011

VIA ELECTRONIC MAIL

Mr. Bill Lambert
Alameda County Redevelopment Agency
224 W. Winton Avenue, Room 110
Hayward, California 94544

Subject: INDOOR AIR INVESTIGATION REPORT
3295 CASTRO VALLEY BOULEVARD
CASTRO VALLEY, CALIFORNIA

Dear Mr. Lambert:

In general accordance with the scope of services presented in our *Proposal for Indoor Air Investigation*, dated June 3, 2011, we performed indoor air sampling at the vacant commercial building (the Site) located at 3295 Castro Valley Boulevard in Castro Valley, California. The site location is shown on the Vicinity Map, Figure 1.

Our scope of services included performing indoor air sampling activities, analysis of the laboratory data, and preparation of this report.

PROJECT LOCATION AND DESCRIPTION

The Site is located in a mixed commercial and residential developed area of Castro Valley, California. The Site is bounded on north by Castro Valley Boulevard, on the east and west by multi-tenant commercial buildings, and on the south by residential development. Areas adjacent to the Site are predominately covered by asphalt and concrete paving. The Site is relatively flat with a slight southwest slope. The Site was vacant prior to and during the indoor air sampling event.

BACKGROUND AND PURPOSE

Historical environmental information for the Site was presented in our September 14, 2010, *Phase I Environmental Site Assessment* (Phase I ESA). Based on the findings and conclusions of our Phase I ESA, we conducted limited soil, soil gas, and groundwater sampling at the Site and presented the results in our October 26, 2010, *Limited Site Investigation Report*. Based on our limited studies, we understand that the Site was used for residential purposes from at least 1939 until approximately 1965 when the existing commercial building was constructed. The Site was operated as a department store from approximately 1965 to the 1990s and subsequently as a billiards hall and other retail businesses to the present. An approximate 18-foot-deep sump is located adjacent to the exterior of the southwest corner (rear) of the building. The sump

receives infiltrating groundwater that drains via gravity from around the building foundation, footings, and crawl drains, and discharges to the local storm drain though a 3-inch-diameter cast iron pipeline.

Onsite grab-groundwater samples and a grab sample of the water in the sump collected during our limited site investigation contained concentrations of volatile organic compounds (VOCs), specifically, tetrachloroethene (PCE), trichloroethene (TCE), cis-1,2-dichloroethene (cis-1,2-DCE), 1,1-dichloroethene (1,1-DCE), and total petroleum hydrocarbons as gasoline (TPHg). PCE is most commonly associated with the dry cleaning industry and can breakdown to TCE, cis-1,2-DCE and 1,1-DCE as it naturally degrades.

In January 2011, Applied Remedial Services, Inc. (ARS), the environmental consultant for the prior property owner, collected groundwater samples from five soil borings located along the northern and eastern perimeters of the Site. Groundwater samples collected from the soil borings contained concentrations of PCE ranging from 370 micrograms per liter (ug/l) to 1,600 ug/l. Based on the results of environmental investigations conducted at the Site in 2010 and 2011, historical information for businesses located in the surrounding area, and groundwater flow direction in the site vicinity (ranging from southeast to southwest), VOC-impacted groundwater appears to be migrating onsite from an undefined upgradient source.

In early 2011, ARS installed a groundwater treatment system (GWTS) consisting of two 2,000-pound granular activated carbon (GAC) vessels plumbed in series was installed on the first floor of the Site. The GAC vessels receive water from the adjacent exterior sump and treated water is then discharged to the storm drain located along the western perimeter of the Site under a National Pollution Discharge Elimination System (NPDES) VOC General Permit by the San Francisco Bay Regional Water Quality Control Board. GTWS influent and effluent monitoring is conducted in accordance with the NPDES VOC General Permit.

VOCs in soil and groundwater can volatilize and migrate as soil vapor into overlying buildings. Methods exist for indirectly evaluating the extent to which the VOCs enter indoor air space (modeling based upon groundwater, soil, or soil gas concentrations); however, these methods suffer from uncertainties based upon limited availability of site-specific data and the overall predictive capabilities of the models. Direct measurements of indoor air concentrations most accurately assess the VOCs present in the indoor airspace.

The purpose of the indoor air sampling was to measure indoor air to determine if VOCs and TPHg present in groundwater beneath the Site are migrating into indoor air.

PROJECT SCOPE

We performed the following activities for this investigation.

Pre-Field Activities

- Coordinated site access with the Alameda County RDA to conduct indoor air sampling and analysis.
- Confirmed with the property manager the operation and status of the heating, ventilation, and air conditioning (HVAC) equipment at the Site.

- Retained the services of Air Toxics LTD. (Air Toxics) a California-certified hazardous materials testing laboratory (ELAP No. 2110), located in Folsom, California, to perform analysis of the air samples.

Field Activities

The field activities consisted of collecting eight indoor air samples at the Site and two ambient air (background) samples from exterior locations. We performed the sampling event during the morning and afternoon of July 7, 2011. The sampling event corresponds to the California Environmental Protection Agency (Cal/EPA) Department of Toxic Substances Control (DTSC) protocols. Prior to sample collection, we conducted an inventory of materials and products at the Site that may contain VOCs. The sample locations are depicted on the Site Plan, Figure 2.

INVESTIGATIVE METHODS

We performed the indoor air sampling activities in general accordance with the DTSC document, *Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air* (Vapor Intrusion Guidance Document), dated December 15, 2004, and revised February 7, 2005. We coordinated with Mr. Joe Flores, Alameda County RDA property manager, to have the HVAC system for the Site turned on for normal operation on July 5, 2011.

Inventory of Materials

We conducted an inventory of potential materials and products that may contain VOCs during the morning of July 7, 2011, prior to sampling at the Site. A GWTS consisting of two 2,000-pound GAC vessels used to treat groundwater impacted by chlorinated and petroleum hydrocarbons is present in a first floor room at the southern portion of the Site. The GWTS is a closed plumbing system and treated groundwater is discharged to the storm drain along the western perimeter of the property. Commercial and household cleaning products were not observed at the Site.

Indoor Air Sampling

We conducted indoor air sampling activities during the morning and afternoon of July 7, 2011. The Site was vacant during the indoor air sampling activities.

We attached 8-hour flow control regulators to the tops of lab-certified, clean 6-liter Summa canisters provided by Air Toxics. The laboratory preset the flow regulators in the laboratory at 11.5 milliliters per minute (ml/min) for collecting the indoor air samples. We tested the vacuum on each canister using a vacuum gauge and noted the starting vacuums on the chain-of-custody and the respective tags attached to the canisters. Each Summa canister registered a vacuum of approximately 30 inches of mercury.

At each sample location, the air inlets for the Summa canister and attached regulators were positioned at a breathing zone height of approximately 5 feet. Indoor air samples 3295 B-1 through 3295 B-4 were located in the basement and samples 3295 FST-1 through 3295 FST-4 were located on the ground floor of the Site. The doors to the Site were closed, but the HVAC system was operational to simulate a normal working environment. Air samples 3295 EXT-1 and 3295 EXT-2 were positioned at the north (upwind) and southeast (downwind) exterior perimeter of the Site.

After approximately 8 hours of sampling, we closed the Summa canister valves and noted the final time on the canister tags. We then tested the final vacuum on the canisters using a vacuum gauge. The final recorded vacuum readings were between 1.0 and 4.5 inches of mercury. We submitted the air samples to Air Toxics for VOC and TPHg analysis using United States Environmental Protection Agency (EPA) Modified Test Method TO-15.

ANALYTICAL RESULTS

The analytical results are summarized in Table 1. Copies of the laboratory reports and chain-of-custody documentation are presented in Appendix A.

Indoor Air Analytical Results

The following analytes were reported in the indoor air samples collected at the Site:

- Benzene at concentrations ranging from 0.48 to 0.55 micrograms per cubic meter ($\mu g/m^3$)
- Toluene at concentrations ranging from 1.1 to 1.9 $\mu g/m^3$
- Xylene at concentrations ranging from 0.91 to 1.1 $\mu g/m^3$
- TPHg at concentrations ranging from 61 to 110 $\mu g/m^3$

PCE, TCE, 1,1-DCE, cis-1,2-DCE, and ethylbenzene were not detected at concentrations greater than their respective laboratory reporting limits (RL) in the indoor air samples.

Ambient Air Analytical Results

The following analytes were detected in the ambient exterior air samples collected at the Site:

- PCE at a concentration of 1.4 $\mu g/m^3$ (upwind location)
- Benzene at concentrations of 0.50 and 0.65 $\mu g/m^3$
- Toluene at concentrations of 1.6 and 6.2 $\mu g/m^3$
- Xylene at concentrations of 1.1 and 2.6 $\mu g/m^3$
- TPHg at concentrations of 90 and 160 $\mu g/m^3$

TCE, 1,1-DCE, cis-1,2-DCE, and ethylbenzene were not detected at concentrations greater than their respective laboratory RLs in the ambient air samples.

PRELIMINARY SCREENING EVALUATION

This section presents the methodology and results of the preliminary screening evaluation of the indoor air sample results. This preliminary screening evaluation was performed in accordance with the methods and procedures described in the following regulatory documents:

- Cal/EPA. *Use of California Human Health Screening Levels [CHHSLs] in Evaluation of Contaminated Properties.* January 2005.
- Cal/EPA, San Francisco Bay Regional Water Quality Control Board. *Tier I: Environmental Screening Levels (ESLs) Surfer. Interim Final.* February 2005; Rev. May 2008.

- Cal/EPA, DTSC. *Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air.* Revised February 7, 2005.
- Cal/EPA, DTSC. *Preliminary Endangerment Assessment Guidance Manual.* June 1999.
- EPA. *Risk Assessment Guidance for Superfund (RAGS), Volume I: Human Health Evaluation Manual (Part A).* December 1989.
- EPA. *Risk Assessment Guidance for Superfund, Volume I: Human Health Evaluation Manual (Part F, Supplemental Guidance for Inhalation Risk Assessment).* January 2009.

For the Tier I Human Health Risk Evaluation (HHRE), we compared the indoor air sample results to the CHHSLs and ESLs for indoor air to assess if a Tier II risk evaluation was necessary.

Initial Screening Evaluation

We compared the indoor air concentrations reported in the samples collected at the Site to the commercial CHHSLs and ESLs. Benzene and TPHg were reported for the indoor air samples at concentrations that exceeded the commercial CHHSL (benzene) and ESL (benzene and TPHg) values. It is noted that the laboratory RLs exceed the commercial ESLs for PCE. None of the other reported concentrations of VOCs exceeded the commercial CHHSLs and ESLs.

PCE was reported for the upwind exterior ambient air sample at a concentration that exceeded the commercial CHHSL and ESL values. Benzene and TPHg were also reported for the ambient exterior air samples at concentrations that exceeded the commercial CHHSL (benzene) and ESL (benzene and TPHg) values. None of the other reported concentrations of VOCs exceeded the commercial CHHSLs and ESLs.

Concentrations of analytes reported for indoor air samples were less than the highest concentration reported in the ambient exterior air samples. Consequently, no further risk evaluation was performed.

CONCLUSIONS AND RECOMMENDATIONS

We conducted indoor air sampling and completed a preliminary HHRE of indoor air quality to determine if VOCs and TPHg present in groundwater beneath the Site are migrating upward through the slab into indoor air breathing zones. Benzene, toluene, xylene, and TPHg were detected in indoor air samples collected from the Site at concentrations that exceed their respective laboratory RLs. However, these analytes were also detected in the ambient exterior air samples at equal or greater concentrations than those of the indoor air samples. A correlation exists between the concentrations of analytes detected in the ambient exterior air samples and the indoor air samples. The sample results indicate that these chemical are present in ambient exterior air in the vicinity of the Site.

PCE and its degradation products TCE, cis-1,2-DCE, and 1,2-DCE were not detected in the indoor air samples. However, these VOCs were detected in groundwater samples collected at the Site. If soil vapor were migrating through the concrete slab and into indoor air, we would expect to see PCE and its degradation products in the indoor air samples, especially considering the similar physical properties (e.g., Henry's Law constants, diffusivity in air, and organic carbon-water partitioning coefficients) of the degradation products.

The lack of PCE and its degradation products in the indoor air samples and the correlation between chemicals reported in the indoor air and ambient exterior air samples at the Site suggest that the presence of the chemicals reported in the indoor air samples is not the result of vapor intrusion through the concrete slab. Therefore, based on the higher concentrations of chemicals reported in ambient exterior air than indoor air, concentrations of chemicals reported in indoor air samples do not pose an excess risk to occupants of the Site.

Please contact us if you have any questions concerning this report or if we may be of further service.

Sincerely,

GEOCON CONSULTANTS, INC.

Chris Giuntoli, REA
Senior Project Scientist

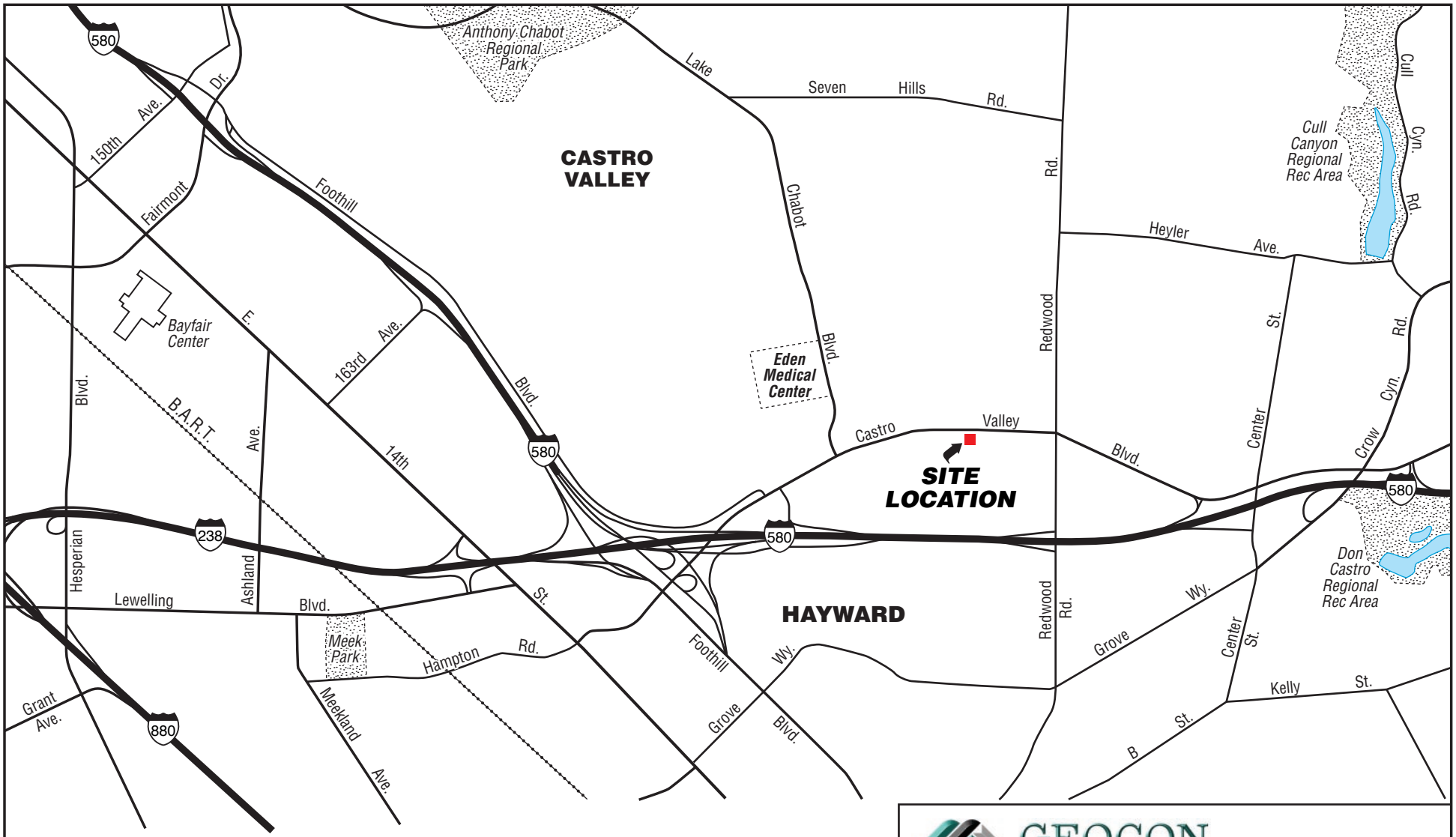
Richard Day, CEG, CHG
Senior Geologist

Attachments: Figure 1 – Vicinity Map
Figure 2 – Site Plan

Table 1 –Summary of Vapor Analytical Data – VOCs

Appendix A – Laboratory Reports and Chain-of-custody Documentation

(1) Addressee



GEOCON
CONSULTANTS, INC.
6671 BRISA STREET – LIVERMORE, CA 94550
PHONE 925.371.5900 – FAX 925.371.5915

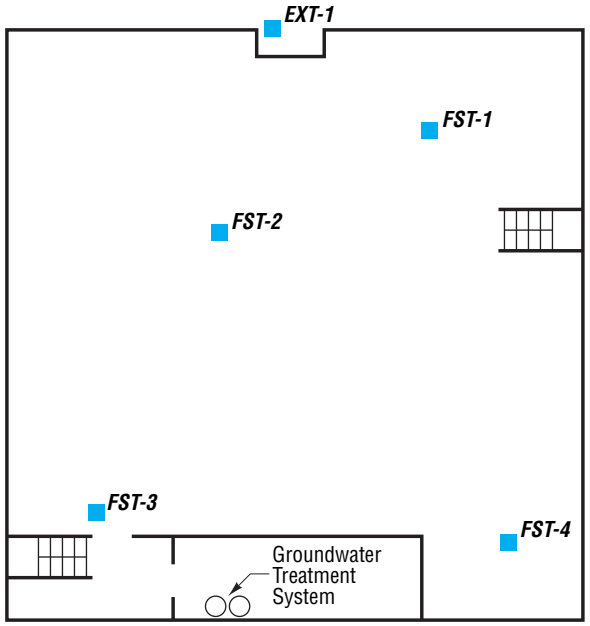
3295 Castro Valley Boulevard

Castro Valley,
California

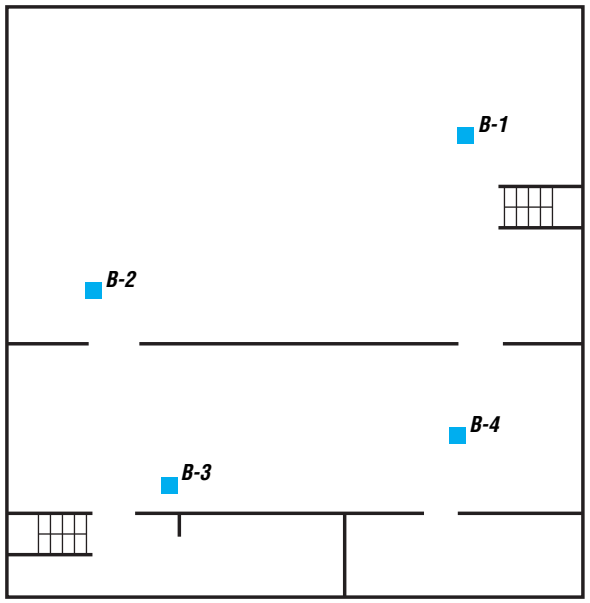
VICINITY MAP

E8545-06-05	August 2011	Figure 1

CASTRO VALLEY BOULEVARD



FIRST FLOOR



BASEMENT

N

NOT TO SCALE

LEGEND:

- Approximate Air Sample Location

GEOCON CONSULTANTS, INC.
6671 BRISA STREET – LIVERMORE, CA 94550
PHONE 925.371.5900 – FAX 925.371.5915

3295 Castro Valley Boulevard		
Castro Valley, California		
SITE PLAN		
E8545-06-05	August 2011	Figure 2

TABLE 1
SUMMARY OF INDOOR AIR ANALYTICAL DATA – VOCS
3295 CASTRO VALLEY BOULEVARD
CASTRO VALLEY, CALIFORNIA

Sample ID	Location	Date	PCE (µg/m^3)	TCE (µg/m^3)	1,1-DCE (µg/m^3)	cis-1,2-DCE (µg/m^3)	Benzene (µg/m^3)	Toluene (µg/m^3)	Ethylbenzene (µg/m^3)	Xylene (µg/m^3)	TPHg (µg/m^3)
3295 EXT-1	North exterior (upwind)	7/7/2011	**1.4**	<0.78	<0.57	<0.57	**0.65**	6.2	<0.63	2.6	**160**
3295 EXT-2	Souteast exterior (downwind)	7/7/2011	**<1.0**	<0.81	<0.59	<0.59	**0.50**	1.6	<0.65	1.1	**90**
3295 B-1	Basement	7/7/2011	**<0.93**	<0.74	<0.54	<0.54	**0.55**	1.9	<0.59	1.1	**110**
3295 B-2	Basement	7/7/2011	**<1.0**	<0.81	<0.59	<0.59	**<0.48**	1.8	<0.65	1.1	**74**
3295 B-3	Basement	7/7/2011	**<0.91**	<0.72	<0.53	<0.53	**<0.43**	1.1	<0.58	0.91	**65**
3295 B-4	Basement	7/7/2011	**<0.96**	<0.76	<0.56	<0.56	**0.48**	1.6	<0.62	1.1	**61**
3295- FST-1	Ground floor	7/7/2011	**<1.0**	<0.81	<0.59	<0.59	**0.49**	1.8	<0.65	1.1	**<61**
3295 FST-2	Ground floor	7/7/2011	**<0.94**	<0.75	<0.55	<0.55	**0.48**	1.7	<0.60	1.0	**74**
3295 FST-3	Ground floor	7/7/2011	**<0.92**	<0.73	<0.54	<0.54	**0.54**	1.7	<0.59	1.1	**86**
3295 FST-4	Ground floor	7/7/2011	**<0.92**	<0.73	<0.54	<0.54	**0.50**	1.8	<0.59	1.0	**65**
Trip Blank	NA	7/7/2011	<0.68	<0.54	<0.40	<0.40	<0.32	<0.38	<0.43	<0.43	<41
CHHSLs (Residential - IA)			0.412	1.22	---	36.5	0.084	313	0.97	730 [1]	---
CHHSLs (Commercial - IA)			0.693	2.04	---	51.1	0.141	438	1.6	1,020 [1]	---
ESLs (Residential - IA)			0.41	1.2	42	7.3	0.084	63	0.98	21	10
ESLs (Commercial - IA)			0.69	2.0	58	10	0.14	88	1.6	29	14

Notes:

VOCs = Volatile organic compounds
PCE = tetrachloroethene
TCE = trichloroethene
1,1-DCE = 1,1-dichloroethene
cis-1,2-DCE = cis-1,2-dichloroethene
TPHg = total petroleum hydrocarbons as gasoline
µg/m^3 = micrograms per cubic meter
< = Less than laboratory test method reporting limits
NA = Not applicable
CHHSLs = California Human Health Screening Levels for shallow soil gas (Cal EPA, January 2005)
ESLs = San Francisco Bay Regional Water Quality Control Board Environmental Screening Levels (Interim Final – May 2008).
IA = Indoor Air
--- = No listed CHHSL screening level
Bold Type = Exceeds CHHSLs or ESLs for commercial land use.
[1] = Represents screening number for mixed xylenes. The representative value for mixed xylenes is based on the value for m-xylene.

Air Toxics LTD.
Laboratory Services Since 1989

7/22/2011
Mr. Christopher Giuntoli
Geocon Consultants, Inc.
4010 Technology Way Ste D

Carson City NV 89706

Project Name: 3295 CVB
Project #: E8545-06-05
Workorder #: 1107153

Dear Mr. Christopher Giuntoli

The following report includes the data for the above referenced project for sample(s) received on 7/9/2011 at Air Toxics Ltd.

The data and associated QC analyzed by Modified TO-15 are compliant with the project requirements or laboratory criteria with the exception of the deviations noted in the attached case narrative.

Thank you for choosing Air Toxics Ltd. for your air analysis needs. Air Toxics Ltd. is committed to providing accurate data of the highest quality. Please feel free to contact the Project Manager: Kyle Vagadori at 916-985-1000 if you have any questions regarding the data in this report.

Regards,

Kyle Vagadori

Project Manager

WORK ORDER #: 1107153

Work Order Summary

CLIENT: Mr. Christopher Giuntoli
Geocon Consultants, Inc.
4010 Technology Way Ste D
Carson City, NV 89706

BILL TO: Accounts Payable
Geocon Consultants, Inc.
3160 Gold Valley Drive
Suite 800
Rancho Cordova, CA 95742-7207

PHONE: 775.888.9900
FAX: 775.888.9904
DATE RECEIVED: 07/09/2011
DATE COMPLETED: 07/22/2011

P.O. #
PROJECT # E8545-06-05 3295 CVB
CONTACT: Kyle Vagadori

FRACTION #	NAME	TEST	RECEIPT VAC./PRES.	FINAL PRESSURE
01A	3295 EXT-1	Modified TO-15	2.2 "Hg	5 psi
02A	3295 EXT-2	Modified TO-15	3.2 "Hg	5 psi
03A	3295 B-1	Modified TO-15	0.6 "Hg	5 psi
04A	3295 B-2	Modified TO-15	3.2 "Hg	5 psi
05A	3295 B-3	Modified TO-15	0.0 "Hg	5 psi
06A	3295 B-4	Modified TO-15	1.8 "Hg	5 psi
07A	3295 FST-1	Modified TO-15	3.2 "Hg	5 psi
08A	3295 FST-2	Modified TO-15	1.0 "Hg	5 psi
09A	3295 FST-3	Modified TO-15	0.4 "Hg	5 psi
10A	3295 FST-4	Modified TO-15	0.4 "Hg	5 psi
11A	TRIP BLANK	Modified TO-15	28.4 "Hg	5 psi
12A	Lab Blank	Modified TO-15	NA	NA
12B	Lab Blank	Modified TO-15	NA	NA
13A	CCV	Modified TO-15	NA	NA
13B	CCV	Modified TO-15	NA	NA
14A	LCS	Modified TO-15	NA	NA
14AA	LCSD	Modified TO-15	NA	NA

Continued on next page

Air Toxics LTD.
Laboratory Services Since 1989

WORK ORDER #: 1107153

Work Order Summary

CLIENT:	Mr. Christopher Giuntoli Geocon Consultants, Inc. 4010 Technology Way Ste D Carson City, NV 89706	**BILL TO:**	Accounts Payable Geocon Consultants, Inc. 3160 Gold Valley Drive Suite 800 Rancho Cordova, CA 95742-7207
PHONE:	775.888.9900	**P.O. #**	
FAX:	775.888.9904	**PROJECT #**	E8545-06-05 3295 CVB
DATE RECEIVED:	07/09/2011	**CONTACT:**	Kyle Vagadori
DATE COMPLETED:	07/22/2011		

FRACTION #	NAME	TEST	RECEIPT VAC./PRES.	FINAL PRESSURE
14B	LCS	Modified TO-15	NA	NA
14BB	LCSD	Modified TO-15	NA	NA

CERTIFIED BY: Linda D. Frumarn DATE: 07/22/11

Laboratory Director

Certfication numbers: CA NELAP - 02110CA, LA NELAP/LELAP- AI 30763,
NY NELAP - 11291, UT NELAP - 9166389892, AZ Licensure AZ0719
Name of Accrediting Agency: NELAP/Florida Department of Health, Scope of Application: Clean Air Act,
Accreditation number: E87680, Effective date: 07/01/09, Expiration date: 06/30/11
Air Toxics Ltd. certifies that the test results contained in this report meet all requirements of the NELAC standards

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180 BLUE RAVINE ROAD, SUITE B FOLSOM, CA - 95630
(916) 985-1000 . (800) 985-5955 . FAX (916) 985-1020

LABORATORY NARRATIVE
Modified TO-15
Geocon Consultants, Inc.
Workorder# 1107153

Eleven 6 Liter Summa Canister (100% Certified) samples were received on July 09, 2011. The laboratory performed analysis via modified EPA Method TO-15 using GC/MS in the full scan mode.

This workorder was independently validated prior to submittal using 'USEPA National Functional Guidelines' as generally applied to the analysis of volatile organic compounds in air. A rules-based, logic driven, independent validation engine was employed to assess completeness, evaluate pass/fail of relevant project quality control requirements and verification of all quantified amounts.

Method modifications taken to run these samples are summarized in the table below. Specific project requirements may over-ride the ATL modifications.

Requirement	***TO-15***	***ATL Modifications***
ICAL %RSD acceptance criteria	+- 30% RSD with 2 compounds allowed out to < 40% RSD	30% RSD with 4 compounds allowed out to < 40% RSD
Daily Calibration	+- 30% Difference	</= 30% Difference with four allowed out up to </=40%.; flag and narrate outliers
Blank and standards	Zero air	Nitrogen
Method Detection Limit	Follow 40CFR Pt.136 App. B	The MDL met all relevant requirements in Method TO-15 (statistical MDL less than the LOQ). The concentration of the spiked replicate may have exceeded 10X the calculated MDL in some cases
Sample collection media	Summa canister	ATL recommends use of summa canisters to insure data defensibility, but will report results from Tedlar bags at client request

Receiving Notes

Despite the use of flow controllers for sample collection, the final canister vacuums for sample 3295 B-3 was measured at ambient pressure in the field. These ambient pressure readings were confirmed by the laboratory upon sample receipt.

Analytical Notes

A single point calibration for TPH referenced to Gasoline was performed for each daily analytical batch. Recovery is reported as 100% in the associated results for each CCV.

Definition of Data Qualifying Flags

Eight qualifiers may have been used on the data analysis sheets and indicates as follows:

B - Compound present in laboratory blank greater than reporting limit (background subtraction not performed).

J - Estimated value.

E - Exceeds instrument calibration range.

S - Saturated peak.

Q - Exceeds quality control limits.

U - Compound analyzed for but not detected above the reporting limit.

UJ- Non-detected compound associated with low bias in the CCV and/or LCS.

N - The identification is based on presumptive evidence.

File extensions may have been used on the data analysis sheets and indicates as follows:

a-File was requantified

b-File was quantified by a second column and detector

r1-File was requantified for the purpose of reissue

Air Toxics LTD.
Laboratory Services Since 1989

Summary of Detected Compounds
MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

Client Sample ID: 3295 EXT-1

Lab ID#: 1107153-01A

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Benzene	0.14	0.20	0.46	0.65
Toluene	0.14	1.6	0.55	6.2
Tetrachloroethene	0.14	0.21	0.98	1.4
m,p-Xylene	0.14	0.59	0.63	2.6
o-Xylene	0.14	0.22	0.63	0.95
TPH ref. to Gasoline (MW=100)	14	38	59	160

Client Sample ID: 3295 EXT-2

Lab ID#: 1107153-02A

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Benzene	0.15	0.16	0.48	0.50
Toluene	0.15	0.43	0.56	1.6
m,p-Xylene	0.15	0.24	0.65	1.1
TPH ref. to Gasoline (MW=100)	15	22	61	90

Client Sample ID: 3295 B-1

Lab ID#: 1107153-03A

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Benzene	0.14	0.17	0.44	0.55
Toluene	0.14	0.51	0.52	1.9
m,p-Xylene	0.14	0.25	0.59	1.1
TPH ref. to Gasoline (MW=100)	14	27	56	110

Client Sample ID: 3295 B-2

Lab ID#: 1107153-04A

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Toluene	0.15	0.48	0.56	1.8
m,p-Xylene	0.15	0.24	0.65	1.1

Air Toxics LTD.
Laboratory Services Since 1989

Summary of Detected Compounds
MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

Client Sample ID: 3295 B-2

Lab ID#: 1107153-04A

TPH ref. to Gasoline (MW=100)	15	18	61	74

Client Sample ID: 3295 B-3

Lab ID#: 1107153-05A

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Toluene	0.13	0.29	0.50	1.1
m,p-Xylene	0.13	0.21	0.58	0.91
TPH ref. to Gasoline (MW=100)	13	16	55	65

Client Sample ID: 3295 B-4

Lab ID#: 1107153-06A

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Benzene	0.14	0.15	0.45	0.48
Toluene	0.14	0.44	0.54	1.6
m,p-Xylene	0.14	0.26	0.62	1.1
TPH ref. to Gasoline (MW=100)	14	15	58	61

Client Sample ID: 3295 FST-1

Lab ID#: 1107153-07A

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Benzene	0.15	0.15	0.48	0.49
Toluene	0.15	0.49	0.56	1.8
m,p-Xylene	0.15	0.25	0.65	1.1

Client Sample ID: 3295 FST-2

Lab ID#: 1107153-08A

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Benzene	0.14	0.15	0.44	0.48
Toluene	0.14	0.45	0.52	1.7

Air Toxics LTD.
Laboratory Services Since 1989

Summary of Detected Compounds
MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

Client Sample ID: 3295 FST-2

Lab ID#: 1107153-08A

m,p-Xylene	0.14	0.23	0.60	1.0
TPH ref. to Gasoline (MW=100)	14	18	57	74

Client Sample ID: 3295 FST-3

Lab ID#: 1107153-09A

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Benzene	0.14	0.17	0.43	0.54
Toluene	0.14	0.45	0.51	1.7
m,p-Xylene	0.14	0.26	0.59	1.1
TPH ref. to Gasoline (MW=100)	14	21	56	86

Client Sample ID: 3295 FST-4

Lab ID#: 1107153-10A

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Benzene	0.14	0.16	0.43	0.50
Toluene	0.14	0.47	0.51	1.8
m,p-Xylene	0.14	0.24	0.59	1.0
TPH ref. to Gasoline (MW=100)	14	16	56	65

Client Sample ID: TRIP BLANK

Lab ID#: 1107153-11A

No Detections Were Found.

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: 3295 EXT-1

Lab ID#: 1107153-01A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071217**	**Date of Collection: 7/7/11 3:30:00 PM**	
Dil. Factor:	**1.45**	**Date of Analysis: 7/12/11 07:14 PM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
1,1-Dichloroethene	0.14	Not Detected	0.57	Not Detected
cis-1,2-Dichloroethene	0.14	Not Detected	0.57	Not Detected
Benzene	0.14	0.20	0.46	0.65
Trichloroethene	0.14	Not Detected	0.78	Not Detected
Toluene	0.14	1.6	0.55	6.2
Tetrachloroethene	0.14	0.21	0.98	1.4
Ethyl Benzene	0.14	Not Detected	0.63	Not Detected
m,p-Xylene	0.14	0.59	0.63	2.6
o-Xylene	0.14	0.22	0.63	0.95
TPH ref. to Gasoline (MW=100)	14	38	59	160

Container Type: 6 Liter Summa Canister (100% Certified)

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	120	70-130
Toluene-d8	98	70-130
4-Bromofluorobenzene	102	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: 3295 EXT-2

Lab ID#: 1107153-02A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071218**	**Date of Collection: 7/7/11 3:40:00 PM**	
Dil. Factor:	**1.50**	**Date of Analysis: 7/12/11 07:52 PM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
1,1-Dichloroethene	0.15	Not Detected	0.59	Not Detected
cis-1,2-Dichloroethene	0.15	Not Detected	0.59	Not Detected
Benzene	0.15	0.16	0.48	0.50
Trichloroethene	0.15	Not Detected	0.81	Not Detected
Toluene	0.15	0.43	0.56	1.6
Tetrachloroethene	0.15	Not Detected	1.0	Not Detected
Ethyl Benzene	0.15	Not Detected	0.65	Not Detected
m,p-Xylene	0.15	0.24	0.65	1.1
o-Xylene	0.15	Not Detected	0.65	Not Detected
TPH ref. to Gasoline (MW=100)	15	22	61	90

Container Type: 6 Liter Summa Canister (100% Certified)

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	119	70-130
Toluene-d8	96	70-130
4-Bromofluorobenzene	106	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: 3295 B-1

Lab ID#: 1107153-03A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071219**	**Date of Collection: 7/7/11 4:00:00 PM**	
Dil. Factor:	**1.37**	**Date of Analysis: 7/12/11 08:30 PM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
1,1-Dichloroethene	0.14	Not Detected	0.54	Not Detected
cis-1,2-Dichloroethene	0.14	Not Detected	0.54	Not Detected
Benzene	0.14	0.17	0.44	0.55
Trichloroethene	0.14	Not Detected	0.74	Not Detected
Toluene	0.14	0.51	0.52	1.9
Tetrachloroethene	0.14	Not Detected	0.93	Not Detected
Ethyl Benzene	0.14	Not Detected	0.59	Not Detected
m,p-Xylene	0.14	0.25	0.59	1.1
o-Xylene	0.14	Not Detected	0.59	Not Detected
TPH ref. to Gasoline (MW=100)	14	27	56	110

Container Type: 6 Liter Summa Canister (100% Certified)

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	118	70-130
Toluene-d8	98	70-130
4-Bromofluorobenzene	104	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: 3295 B-2

Lab ID#: 1107153-04A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071220**	**Date of Collection: 7/7/11 4:05:00 PM**	
Dil. Factor:	**1.50**	**Date of Analysis: 7/12/11 09:08 PM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
1,1-Dichloroethene	0.15	Not Detected	0.59	Not Detected
cis-1,2-Dichloroethene	0.15	Not Detected	0.59	Not Detected
Benzene	0.15	Not Detected	0.48	Not Detected
Trichloroethene	0.15	Not Detected	0.81	Not Detected
Toluene	0.15	0.48	0.56	1.8
Tetrachloroethene	0.15	Not Detected	1.0	Not Detected
Ethyl Benzene	0.15	Not Detected	0.65	Not Detected
m,p-Xylene	0.15	0.24	0.65	1.1
o-Xylene	0.15	Not Detected	0.65	Not Detected
TPH ref. to Gasoline (MW=100)	15	18	61	74

Container Type: 6 Liter Summa Canister (100% Certified)

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	122	70-130
Toluene-d8	98	70-130
4-Bromofluorobenzene	104	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: 3295 B-3

Lab ID#: 1107153-05A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071221**	**Date of Collection: 7/7/11 4:07:00 PM**	
Dil. Factor:	**1.34**	**Date of Analysis: 7/12/11 09:45 PM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
1,1-Dichloroethene	0.13	Not Detected	0.53	Not Detected
cis-1,2-Dichloroethene	0.13	Not Detected	0.53	Not Detected
Benzene	0.13	Not Detected	0.43	Not Detected
Trichloroethene	0.13	Not Detected	0.72	Not Detected
Toluene	0.13	0.29	0.50	1.1
Tetrachloroethene	0.13	Not Detected	0.91	Not Detected
Ethyl Benzene	0.13	Not Detected	0.58	Not Detected
m,p-Xylene	0.13	0.21	0.58	0.91
o-Xylene	0.13	Not Detected	0.58	Not Detected
TPH ref. to Gasoline (MW=100)	13	16	55	65

Container Type: 6 Liter Summa Canister (100% Certified)

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	120	70-130
Toluene-d8	97	70-130
4-Bromofluorobenzene	105	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: 3295 B-4

Lab ID#: 1107153-06A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071222**	**Date of Collection: 7/7/11 4:10:00 PM**	
Dil. Factor:	**1.42**	**Date of Analysis: 7/13/11 07:15 AM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
1,1-Dichloroethene	0.14	Not Detected	0.56	Not Detected
cis-1,2-Dichloroethene	0.14	Not Detected	0.56	Not Detected
Benzene	0.14	0.15	0.45	0.48
Trichloroethene	0.14	Not Detected	0.76	Not Detected
Toluene	0.14	0.44	0.54	1.6
Tetrachloroethene	0.14	Not Detected	0.96	Not Detected
Ethyl Benzene	0.14	Not Detected	0.62	Not Detected
m,p-Xylene	0.14	0.26	0.62	1.1
o-Xylene	0.14	Not Detected	0.62	Not Detected
TPH ref. to Gasoline (MW=100)	14	15	58	61

Container Type: 6 Liter Summa Canister (100% Certified)

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	123	70-130
Toluene-d8	96	70-130
4-Bromofluorobenzene	109	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: 3295 FST-1

Lab ID#: 1107153-07A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071223**	**Date of Collection: 7/7/11 4:20:00 PM**	
Dil. Factor:	**1.50**	**Date of Analysis: 7/13/11 07:55 AM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
1,1-Dichloroethene	0.15	Not Detected	0.59	Not Detected
cis-1,2-Dichloroethene	0.15	Not Detected	0.59	Not Detected
Benzene	0.15	0.15	0.48	0.49
Trichloroethene	0.15	Not Detected	0.81	Not Detected
Toluene	0.15	0.49	0.56	1.8
Tetrachloroethene	0.15	Not Detected	1.0	Not Detected
Ethyl Benzene	0.15	Not Detected	0.65	Not Detected
m,p-Xylene	0.15	0.25	0.65	1.1
o-Xylene	0.15	Not Detected	0.65	Not Detected
TPH ref. to Gasoline (MW=100)	15	Not Detected	61	Not Detected

Container Type: 6 Liter Summa Canister (100% Certified)

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	125	70-130
Toluene-d8	98	70-130
4-Bromofluorobenzene	108	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: 3295 FST-2

Lab ID#: 1107153-08A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071312**	**Date of Collection: 7/7/11 4:23:00 PM**	
Dil. Factor:	**1.39**	**Date of Analysis: 7/13/11 04:19 PM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
1,1-Dichloroethene	0.14	Not Detected	0.55	Not Detected
cis-1,2-Dichloroethene	0.14	Not Detected	0.55	Not Detected
Benzene	0.14	0.15	0.44	0.48
Trichloroethene	0.14	Not Detected	0.75	Not Detected
Toluene	0.14	0.45	0.52	1.7
Tetrachloroethene	0.14	Not Detected	0.94	Not Detected
Ethyl Benzene	0.14	Not Detected	0.60	Not Detected
m,p-Xylene	0.14	0.23	0.60	1.0
o-Xylene	0.14	Not Detected	0.60	Not Detected
TPH ref. to Gasoline (MW=100)	14	18	57	74

Container Type: 6 Liter Summa Canister (100% Certified)

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	125	70-130
Toluene-d8	98	70-130
4-Bromofluorobenzene	108	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: 3295 FST-3

Lab ID#: 1107153-09A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071313**	**Date of Collection: 7/7/11 4:27:00 PM**	
Dil. Factor:	**1.36**	**Date of Analysis: 7/13/11 04:57 PM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
1,1-Dichloroethene	0.14	Not Detected	0.54	Not Detected
cis-1,2-Dichloroethene	0.14	Not Detected	0.54	Not Detected
Benzene	0.14	0.17	0.43	0.54
Trichloroethene	0.14	Not Detected	0.73	Not Detected
Toluene	0.14	0.45	0.51	1.7
Tetrachloroethene	0.14	Not Detected	0.92	Not Detected
Ethyl Benzene	0.14	Not Detected	0.59	Not Detected
m,p-Xylene	0.14	0.26	0.59	1.1
o-Xylene	0.14	Not Detected	0.59	Not Detected
TPH ref. to Gasoline (MW=100)	14	21	56	86

Container Type: 6 Liter Summa Canister (100% Certified)

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	123	70-130
Toluene-d8	98	70-130
4-Bromofluorobenzene	108	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: 3295 FST-4

Lab ID#: 1107153-10A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071314**	**Date of Collection: 7/7/11 4:30:00 PM**	
Dil. Factor:	**1.36**	**Date of Analysis: 7/13/11 05:35 PM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
1,1-Dichloroethene	0.14	Not Detected	0.54	Not Detected
cis-1,2-Dichloroethene	0.14	Not Detected	0.54	Not Detected
Benzene	0.14	0.16	0.43	0.50
Trichloroethene	0.14	Not Detected	0.73	Not Detected
Toluene	0.14	0.47	0.51	1.8
Tetrachloroethene	0.14	Not Detected	0.92	Not Detected
Ethyl Benzene	0.14	Not Detected	0.59	Not Detected
m,p-Xylene	0.14	0.24	0.59	1.0
o-Xylene	0.14	Not Detected	0.59	Not Detected
TPH ref. to Gasoline (MW=100)	14	16	56	65

Container Type: 6 Liter Summa Canister (100% Certified)

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	121	70-130
Toluene-d8	98	70-130
4-Bromofluorobenzene	105	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: TRIP BLANK

Lab ID#: 1107153-11A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071216**	**Date of Collection: 7/7/11 7:00:00 AM**	
Dil. Factor:	**1.00**	**Date of Analysis: 7/12/11 06:36 PM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
1,1-Dichloroethene	0.10	Not Detected	0.40	Not Detected
cis-1,2-Dichloroethene	0.10	Not Detected	0.40	Not Detected
Benzene	0.10	Not Detected	0.32	Not Detected
Trichloroethene	0.10	Not Detected	0.54	Not Detected
Toluene	0.10	Not Detected	0.38	Not Detected
Tetrachloroethene	0.10	Not Detected	0.68	Not Detected
Ethyl Benzene	0.10	Not Detected	0.43	Not Detected
m,p-Xylene	0.10	Not Detected	0.43	Not Detected
o-Xylene	0.10	Not Detected	0.43	Not Detected
TPH ref. to Gasoline (MW=100)	10	Not Detected	41	Not Detected

Container Type: 6 Liter Summa Canister (100% Certified)

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	118	70-130
Toluene-d8	97	70-130
4-Bromofluorobenzene	106	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: Lab Blank

Lab ID#: 1107153-12A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071210**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 7/12/11 01:53 PM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
1,1-Dichloroethene	0.10	Not Detected	0.40	Not Detected
cis-1,2-Dichloroethene	0.10	Not Detected	0.40	Not Detected
Benzene	0.10	Not Detected	0.32	Not Detected
Trichloroethene	0.10	Not Detected	0.54	Not Detected
Toluene	0.10	Not Detected	0.38	Not Detected
Tetrachloroethene	0.10	Not Detected	0.68	Not Detected
Ethyl Benzene	0.10	Not Detected	0.43	Not Detected
m,p-Xylene	0.10	Not Detected	0.43	Not Detected
o-Xylene	0.10	Not Detected	0.43	Not Detected
TPH ref. to Gasoline (MW=100)	10	Not Detected	41	Not Detected

Container Type: NA - Not Applicable

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	117	70-130
Toluene-d8	99	70-130
4-Bromofluorobenzene	108	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: Lab Blank

Lab ID#: 1107153-12B

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071308**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 7/13/11 01:05 PM**	

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
1,1-Dichloroethene	0.10	Not Detected	0.40	Not Detected
cis-1,2-Dichloroethene	0.10	Not Detected	0.40	Not Detected
Benzene	0.10	Not Detected	0.32	Not Detected
Trichloroethene	0.10	Not Detected	0.54	Not Detected
Toluene	0.10	Not Detected	0.38	Not Detected
Tetrachloroethene	0.10	Not Detected	0.68	Not Detected
Ethyl Benzene	0.10	Not Detected	0.43	Not Detected
m,p-Xylene	0.10	Not Detected	0.43	Not Detected
o-Xylene	0.10	Not Detected	0.43	Not Detected
TPH ref. to Gasoline (MW=100)	10	Not Detected	41	Not Detected

Container Type: NA - Not Applicable

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	121	70-130
Toluene-d8	99	70-130
4-Bromofluorobenzene	106	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: CCV

Lab ID#: 1107153-13A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071204**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 7/12/11 09:58 AM**	

Compound	%Recovery
1,1-Dichloroethene	85
cis-1,2-Dichloroethene	81
Benzene	79
Trichloroethene	90
Toluene	82
Tetrachloroethene	88
Ethyl Benzene	82
m,p-Xylene	82
o-Xylene	82
TPH ref. to Gasoline (MW=100)	100

Container Type: NA - Not Applicable

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	116	70-130
Toluene-d8	99	70-130
4-Bromofluorobenzene	102	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: CCV

Lab ID#: 1107153-13B

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071302**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 7/13/11 08:47 AM**	

Compound	%Recovery
1,1-Dichloroethene	82
cis-1,2-Dichloroethene	79
Benzene	78
Trichloroethene	90
Toluene	81
Tetrachloroethene	88
Ethyl Benzene	80
m,p-Xylene	80
o-Xylene	80
TPH ref. to Gasoline (MW=100)	100

Container Type: NA - Not Applicable

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	118	70-130
Toluene-d8	101	70-130
4-Bromofluorobenzene	105	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: LCS

Lab ID#: 1107153-14A

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071205**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 7/12/11 10:35 AM**	

Compound	%Recovery
1,1-Dichloroethene	99
cis-1,2-Dichloroethene	91
Benzene	88
Trichloroethene	100
Toluene	88
Tetrachloroethene	95
Ethyl Benzene	89
m,p-Xylene	89
o-Xylene	90
TPH ref. to Gasoline (MW=100)	Not Spiked

Container Type: NA - Not Applicable

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	121	70-130
Toluene-d8	99	70-130
4-Bromofluorobenzene	104	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: LCSD

Lab ID#: 1107153-14AA

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071206**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 7/12/11 11:13 AM**	

Compound	%Recovery
1,1-Dichloroethene	97
cis-1,2-Dichloroethene	88
Benzene	86
Trichloroethene	98
Toluene	87
Tetrachloroethene	95
Ethyl Benzene	89
m,p-Xylene	88
o-Xylene	88
TPH ref. to Gasoline (MW=100)	Not Spiked

Container Type: NA - Not Applicable

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	118	70-130
Toluene-d8	99	70-130
4-Bromofluorobenzene	102	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: LCS

Lab ID#: 1107153-14B

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071303**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 7/13/11 09:33 AM**	

Compound	%Recovery
1,1-Dichloroethene	92
cis-1,2-Dichloroethene	82
Benzene	83
Trichloroethene	95
Toluene	83
Tetrachloroethene	88
Ethyl Benzene	82
m,p-Xylene	84
o-Xylene	84
TPH ref. to Gasoline (MW=100)	Not Spiked

Container Type: NA - Not Applicable

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	120	70-130
Toluene-d8	98	70-130
4-Bromofluorobenzene	102	70-130

Air Toxics LTD.
Laboratory Services Since 1989

Client Sample ID: LCSD

Lab ID#: 1107153-14BB

MODIFIED EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	**e071304**	**Date of Collection: NA**	
Dil. Factor:	**1.00**	**Date of Analysis: 7/13/11 10:11 AM**	

Compound	%Recovery
1,1-Dichloroethene	92
cis-1,2-Dichloroethene	83
Benzene	82
Trichloroethene	94
Toluene	83
Tetrachloroethene	93
Ethyl Benzene	85
m,p-Xylene	85
o-Xylene	83
TPH ref. to Gasoline (MW=100)	Not Spiked

Container Type: NA - Not Applicable

Surrogates	%Recovery	Method Limits
1,2-Dichloroethane-d4	120	68-134
Toluene-d8	99	89-109
4-Bromofluorobenzene	102	83-115

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CHAIN-OF-CUSTODY RECORD

Sample Transportation Notice
Relinquishing signature on this document indicates that sample is being shipped in compliance with all applicable local, State, Federal, national, and international laws, regulations and ordinances of any kind. Air Toxics Limited assumes no liability with respect to the collection, handling or shipping of these samples. Relinquishing signature also indicates agreement to hold harmless, defend, and indemnify Air Toxics Limited against any claim, demand, or action, of any kind, related to the collection, handling, or shipping of samples. D.O.T. Hotline (800) 467-4922

180 BLUE RAVINE ROAD, SUITE B
FOLSOM, CA 95630-4719
(916) 985-1000 FAX (916) 985-1020

Project Manager CHRIS GIUNTOLI

Collected by: (Print and Sign) C GIUNTOLI

Company GEOCON Email GIUNTOLI@GEOCONINC.COM

Address 6671 BRISA ST City LIVERMORE State CA Zip 94550

Phone 925-371-5900 x205 Fax 925-371-5915

Project Info:
P.O. # ____
Project # E8545-06-05
Project Name 3295 CVB

Turn Around Time:
☒ Normal
☐ Rush
specify

Lab Use Only
Pressurized by:
Date:
Pressurization Gas: N_2 He

Lab I.D.	Field Sample I.D. (Location)	Can #	Date of Collection	Time of Collection	Analyses Requested	Canister Pressure/Vacuum Initial	Final	Receipt	Final (psi)
01A	3295 EXT-1	24492	7/7/11	0712-1530	TO-15	-30+	-3.0		
02A	3295 EXT-2	96107		0720-1540		-30+	-3.5		
03A	3295 B-1	R-16		0745-1600		-30+	-2.0		
04A	3295 B-2	5702		0747-1605		-30+	-4.5		
05A	3295 B-3	33327		0749-1607		-30+	-1.0		
06A	3295 B-4	34410		0751-1610		-29.5	-3.0		
07A	3295 FST-1	30838		0800-1620		-29.5	-4.5		
08A	3295 FST-2	5614		0802-1623		-29.5	-2.5		
09A	3295 FST-3	34186		0804-1627		-29.5	-2.0		
10A	3295 FST-4	33785		0800-1630		-29.5	-2.0		

Relinquished by: (signature)	Date/Time	Received by: (signature)	Date/Time
[signature]	7/8/11 1630	[signature]	7/9/11 0855
Relinquished by: (signature)	Date/Time	Received by: (signature)	Date/Time
Relinquished by: (signature)	Date/Time	Received by: (signature)	Date/Time

Notes:

Lab Use Only	Shipper Name	Air Bill #	Temp (°C)	Condition	Custody Seals Intact?	Work Order #
	GSO		NA	good	Yes No (None)	1107158

Form 1293 rev.11

Air Toxics LTD.

CHAIN-OF-CUSTODY RECORD

Sample Transportation Notice
Relinquishing signature on this document indicates that sample is being shipped in compliance with all applicable local, State, Federal, national, and international laws, regulations and ordinances of any kind. Air Toxics Limited assumes no liability with respect to the collection, handling or shipping of these samples. Relinquishing signature also indicates agreement to hold harmless, defend, and indemnify Air Toxics Limited against any claim, demand, or action, of any kind, related to the collection, handling, or shipping of samples. D.O.T. Hotline (800) 467-4922

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(916) 985-1000 FAX (916) 985-1020

Project Manager CHRIS GIUNTOLI

Collected by: (Print and Sign) CGIUNTOLI

Company GEOCON Email

Address 6671 BRISA ST City LIVERMORE State CA Zip 94550

Phone 925-371-5900 X285 Fax 925-371-5915

Project Info:

P.O. #

Project # E8545-06-05

Project Name 3295 CVB

Turn Around Time:

☒ Normal

☐ Rush

specify

Lab Use Only
Pressurized by:
Date:
Pressurization Gas: N_2 He

Lab I.D.	Field Sample I.D. (Location)	Can #	Date of Collection	Time of Collection	Analyses Requested	Canister Pressure/Vacuum Initial	Final	Receipt	Final (psi)
11A	TRIP BLANK	33570	7/7/11	0700	TO-15	-30.0	-30.0		

Relinquished by: (signature)	Date/Time	Received by: (signature)	Date/Time
[signature]	7/8/11 1630	[signature] AIR	7/9/11 0855
Relinquished by: (signature)	Date/Time	Received by: (signature)	Date/Time
Relinquished by: (signature)	Date/Time	Received by: (signature)	Date/Time

Notes:

Lab Use Only	Shipper Name	Air Bill #	Temp (°C)	Condition	Custody Seals Intact?	Work Order #
	GSO		NA	good	Yes No (None)	1107153

Form 1293 rev.11

LAMPHIER-GREGORY

MEMO

TO: Marita Hawryluk
County of Alameda
Community Development Agency/Redevelopment
224 W. Winton Avenue, Room 110
Hayward, CA 94544

FROM: Nathaniel Taylor
Lamphier-Gregory

SUBJECT: **Castro Valley Shared Parking Lot and Daughtrey Building Reuse Project Project IS/MND – Response to Comments**

DATE: June 2, 2014

This memo provides a brief discussion of comments received in response to the Initial Study/Mitigated Negative Declaration (IS/MND) for the Castro Valley Shared Parking Lot and Daughtrey Building Reuse Project. Though the California Environmental Quality Act does not require a lead agency to formally respond to written comments received on an IS/MND, this memorandum is being provided by the IS/MND preparer to demonstrate that the comments do not present substantial evidence supporting a fair argument that the Project may have a significant environmental impact, or that the IS/MND should be revised and recirculated for public review.

The public comments received regarding the IS/MND consisted of two emails, both from current engineering staff of the Alameda County Public Works Agency, Flood Control and Water Conservation District. This is the County agency responsible for administering the County's Clean Water Program and ensuring that physical developments in the County, including the proposed reconstruction of the Castro Valley Parking lot, properly comply with current standards of the County's Municipal Regional Permit (MRP) under the National Pollution Discharge and Elimination System (NPDES). The comments address several statements in the Hydrology/Water Quality section of the IS/MND that were incorrect or that referenced outdated NPDES permit requirements; the County's current C.3 standards are more stringent than those referenced in the IS/MND. The other issue addressed in one of the comments was that the IS/MND included an in correct description of the County's existing storm drain infrastructure that serves the Project site.

In summary, none of the comments raise items that would require recirculation of the IS/MND under section 15073.5 of the CEQA Guidelines as no new significant effects were identified and the significance of identified impacts remain unchanged.

The comment period ran from April 29, 2014 to May 29, 2014. Two email comments were received during the comment period, as listed below:

These letters are included as attachments to this memo and are addressed separately below:

John Rogers[1]

The comments in this email relate to the discussion in Hydrology/Water Quality section of the IS/MND regarding the County's Clean Water Program and current C.3 Technical Guidance requirements under the County's Municipal Regional Permit (MRP) for the treatment of stormwater runoff. The comments ask that the text in the IS/MND be updated so that the requirements of the current MRP are stated correctly relative to the proposed plans for stormwater retention and filtration.

In response to the comment, the discussion beginning on Page 52 of the IS/MND should be corrected as follows, with new or corrected text identified with underscore:

JR-1: The reference to the 2003 NPDES permit on P. 52 should be updated so that it refers to the current permit which is Order R2-2009-0074, NPDES Permit No. CAS612008 (Adopted 10/14/2009, and revised on 11/28/2011), referred to as the "Municipal Regional Stormwater NPDES Permit," or "MRP."

JR-2: The text should state that the County's standards are in compliance with the 11/28/2011 revision to the MRP, referred to as the current (2013) version of the C.3 Technical Guidance.

JR-3: The stormwater filtration devices that were proposed by the County's design engineer and referenced in the IS/MND were "Filterra" units. The commenter points out that use of "Filterra" units would not be allowed under the current C.3 Technical Guidance document for a project such as the proposed Shared Parking Lot project.

Response: Final engineering design of the proposed stormwater program will be submitted and subject to review and approval by County Clean Water Act engineering division who will only issue permits for filtration features that are approved for such use.

JR-4: The commenter points out that the statement on P.54 of the IS/MND that the *NPDES permit requires the County to continue to implement development and redevelopment performance standards, and to improve them to achieve the control of stormwater pollutants to the maximum extent possible* is obsolete and should be deleted. The IS/MND text on P. 54 should correctly state that the project is required to collect and adequately treat 100% of the runoff from all impervious surfaces within the project boundary.

JR-5: The first sentence in the next paragraph on P.54 should be corrected to state that the threshold for requiring treatment for a reconstructed uncovered parking lot is 5,000 sq. ft. (not 10,000 sq. ft.) and the requirement is 100% collection and treatment of all impervious surface runoff, not just the runoff from the new and reconstructed surfaces.

[1] Separate comments by John Rogers are numbered JR-1, JR-2, etc.

JR-6: The description of the existing County drainage system on P. 55 of the IS/MND should be corrected to describe the primary stormdrain collector for this area as being a 21" diameter ACFC stormdrain conduit designated as Zone 2, Line G-1 which runs from the west of the site south to Norbridge Avenue, and that the 21" pipe increases in size to a 30" pipe before it passes under the I-580 freeway. From that point it proceeds to the southwest in a series of jogs until it eventually discharges into Chabot Creek at a point north of Grove Way and west of Baywood Drive (about ¾ of a mile from the site). This correct description should replace the discussion of the local stormdrain infrastructure near the Project site.

JR-7: Statements in the IS/MND at the bottom of Page 55 need to be replaced as follows:

~~The stormwater drainage system for this central part of Castro Valley relies on the creek just south of the Project site for conveyance of stormwater. Stormwater in this creek flows in a generally westerly or southwesterly direction into Chabot Creek which flows into San Lorenzo Creek which ultimately reaches and discharges into San Francisco Bay. The stormdrain catchbasins located along the edges of Castro Valley Boulevard and the 36" trunk line along the west edge of the Daughtrey Building property are the main conduits for conveying stormwater into the creek.~~ The stormwater drainage system for this part of Castro Valley is the G line (Chabot Creek) and its various underground tributaries (conduits); the open creek portions of the G line are to the west on the other side of Rutledge Rd. The underground G-1 collector discharges into an unnamed open creek tributary to the main channel of Chabot Creek in the vicinity of the intersection of Baywood and Lake Chabot. The conduit at the edge of the Project is "21" line that transitions to a 36" pipe just before it crosses under Baywood Drive, about a half a mile downstream.

JR-8: The drainage discussion on P. 3 should be revised to conform to the changes noted above.

JR-9: The trash enclosure discussion on P.3 should mention that this facility will need to be roofed.

Justin Laurence. Alameda County Public Works Agency

JL-1: Comment: The IS/MND did not include a discussion of potential impacts to oak woodlands in the Biological Resources section.

In response, a brief consideration of potential impacts to oak woodlands should be included in the IS/MND at Page 34:

Would the project:

g) Result in conversion of oak woodlands that will have a significant effect on the environment?

Discussion

The Project site is not part of or connected to an oak woodland and would have **no impact** on oak woodlands.

Source:

Castro Valley Plan
Field Survey

JL-2: Similar to Comment JR-1 above, the commenter points out that the reference on Page 54 of the IS/MND to the 2003 NPDES permit is incorrect and instead should reference the 2009 permit (Order R2-2009-0074).

JL-3: Similar to Comment JR-5 above, the commenter points out that the current C.3 requirements for the project would apply to 100% of impervious surface area and not to the "…maximum extent practicable (MEP)" as described in the IS/MND.

Mitigation Monitoring and Reporting Program

Castro Valley Shared Parking Lot and Daughtrey Building Reuse Project

Alameda County, California

INTRODUCTION

The purpose of this program is to describe the mitigation monitoring process for the project and to describe Alameda County's role and responsibilities for its implementation under the California Environmental Quality Act (CEQA).

The purpose of a reporting and monitoring program is to ensure that measures adopted to mitigate or avoid significant environmental impacts are implemented. Alameda County views the reporting and monitoring program as a working guide to facilitate not only the implementation of mitigation measures, but also the monitoring, compliance and reporting activities of the County and any monitors it may designate.

PROJECT BACKGROUND

The Project was the subject of an Initial Study/Mitigated Negative Declaration ("IS/MND") released for public review in April 2014. The IS/MND determined that the actions that would be taken for the project would have less than significant impacts requiring no mitigation in the following areas:

- Aesthetics/Visual
- Agriculture and Forestry Resources
- Biological Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Land Use and Planning
- Minerals
- Population/Housing
- Public Services
- Transportation/Traffic
- Utilities and Service Systems

Additionally, there are some areas that would require mitigation measures to reduce the project impacts to a less-than-significant level. They are as follows:

- Air Quality
- Cultural Resources
- Hydrology and Water Quality
- Noise

The IS/MND concluded that, given the mitigation measures included in the document, all potentially significant impacts would be reduced to levels of less than significant.

ROLES AND RESPONSIBILITIES

As the lead agency under CEQA, Alameda County is required to monitor the project to ensure that the adopted mitigation measures are implemented effectively. The Alameda County Board of Supervisors (BOS) is responsible for adopting the Mitigated Negative Declaration and authorizing the implementation of the project. The Alameda County Community Development Agency, (CDA) is the project manager for planning, design and implementation of the project. The Alameda County CDA has supervised the preparation of the Initial Study/MND for the project.

Alameda County has the authority to halt any activity associated with implementation of the project if the activity is determined to be a deviation from the approved project or adopted mitigation measures. Other agencies may also have permit authority over the project, and would require conformance with adopted laws, policies, regulations, and procedures. Not all such other approvals are listed; this program only addresses the mitigation measures included within the IS/MND.

MITIGATION MONITORING AND REPORTING PROGRAM

The attached table presents a compilation of the Mitigation Measures for the Castro Valley Shared Parking Lot & Daughtrey Building Reuse Project. The purpose of this table is to provide a comprehensive list of mitigation measures, effectiveness criteria, and timing.

MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CASTRO VALLEY SHARED PARKING LOT AND DAUGHTREY BUILDING REUSE PROJECT

ENVIRONMENTAL IMPACT	MITIGATION MEASURES	MONITORING AND REPORTING ACTION	RESPONSIBLE AGENCY	TIMING
AIR QUALITY				
Impact Air-1: Construction Dust and Diesel Exhaust	**Mitigation AIR-1: Basic Construction Management Practices**. The Project shall demonstrate compliance with all applicable regulations and operating procedures prior to issuance of building or grading permits, including implementation of the following BAAQMD "Basic Construction Mitigation Measures". a) All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. b) All haul trucks transporting soil, sand, or other loose material off-site shall be covered. c) All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. d) All vehicle speeds on unpaved roads shall be limited to 15 mph. e) All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. f) Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear	Include as part of construction contract. Inspect periodically to verify compliance	Alameda County Public Works Agency	During and site clearance or grading activities.

MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CASTRO VALLEY SHARED PARKING LOT AND DAUGHTREY BUILDING REUSE PROJECT (continued)

ENVIRONMENTAL IMPACT	MITIGATION MEASURES	MONITORING AND REPORTING ACTION	RESPONSIBLE AGENCY	TIMING
	signage shall be provided for construction workers at all access points. g) All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. h) Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.			
CULTURAL RESOURCES				
Impact CULTURAL-1: Disturbance of Archaeological, Paleontological Resources or Human Remains	**Mitigation CULTURAL-1: Cultural Resource Protection Procedures.** The Project sponsor or the contractor shall provide in the construction contracts that grading and trenching crews would be required to implement the following procedures in the event that archaeological or paleontological resources or human remains are encountered during grading or site disturbance activities: • Immediately halt or relocate excavations and contact a qualified archaeologist to inspect the site. If the archaeologist determines that potentially significant archaeological materials or human remains are encountered, the archaeologist must record, recover, retrieve, and/or remove any archaeological materials;	Include provisions in contract documents for site clearance or other construction activities; Hire qualified archaeologist if resources or human remains are encountered and follow all recommendations of the archaeologist. Monitor site activities throughout demolition and site clearance activities.	Alameda County CDA	Review contract at least 5 days prior to commencement of site clearance activities. During demolition and site clearance activities.

MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CASTRO VALLEY SHARED PARKING LOT AND DAUGHTREY BUILDING REUSE PROJECT (continued)

ENVIRONMENTAL IMPACT	MITIGATION MEASURES	MONITORING AND REPORTING ACTION	RESPONSIBLE AGENCY	TIMING
	• The archaeologist must study any archaeological resources found onsite and publish data concerning these resources; • If human remains are found onsite, Applicant must notify the Ohlone Most Likely Descendants, as designated by the California Native American Heritage Commission; the coroner shall be called and the archaeologist shall provide safe and secure storage of these remains while on-site, in the laboratory and otherwise, and shall consult with the Native American representatives regarding either onsite reburial of the remains or other arrangements for their disposition; • The archaeologist shall provide a copy of documentation of all recovered data and materials found on-site to the regional information center of the California Archaeological Inventory (CAI) for inclusion in the permanent archives, and another copy shall accompany any recorded archaeological materials and data. • If any historic artifacts are exposed, the archaeologist shall record the data and prepare a report to be submitted to the local historical society. • Monitoring for these measures must be performed by Applicant on a continual basis during construction. At the completion of work, Applicant will submit a summary of findings to			

MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CASTRO VALLEY SHARED PARKING LOT AND DAUGHTREY BUILDING REUSE PROJECT (continued)

ENVIRONMENTAL IMPACT	MITIGATION MEASURES	MONITORING AND REPORTING ACTION	RESPONSIBLE AGENCY	TIMING
	the Planning Director for review and for the final record. • If human remains are found within the project site, they will be handled according to Section 7050.5 of the Health and Safety Code or, if the remains are Native American, Section 5097.98 of the Public Resources Code as per CEQA Section 15064.5(d). This would be a standard condition of the Project			
HYDROLOGY AND WATER QUALITY				
Impact Hydro-1: Construction-Period Erosion, Pollution and Siltation	**Mitigation HYDRO-1: Construction General and SWPPP Permit.** The Project sponsor shall obtain coverage under the State Water Resources Control Board Construction General Permit, and shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). • The Project sponsor shall ensure that construction practices for the Project comply with practices to prevent water pollution under the provisions of the Construction General Permit. In order to obtain a permit, the Project Applicant must file a Notice of Intent (NOI) with the SWRCB prior to the start of construction. • Pursuant to the requirements of the Construction General Permit, the Project sponsor shall prepare and implement a SWPPP. The SWPPP shall be consistent with the terms of the General Permit; the Manual of Standards for Erosion and Sedimentation Control Measures by the Association of Bay Area	Prepare SWPPP; submit NPDES notification to Regional Water Quality Control Board, incorporate SWPPP measures into grading plans, document implementation of SWPPP, conduct periodic field inspections to ensure conformance and performance.	Alameda County Public Works Agency, Regional Water Quality Control Board.	Submit Notice of Intent prior to commencement of construction. Document SWPPP implementation concurrently with construction.

MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CASTRO VALLEY SHARED PARKING LOT AND DAUGHTREY BUILDING REUSE PROJECT (continued)

ENVIRONMENTAL IMPACT	MITIGATION MEASURES	MONITORING AND REPORTING ACTION	RESPONSIBLE AGENCY	TIMING
	Governments (ABAG); the Best Management Practices as provided in the California Stormwater Quality Association (CASQA) handbooks; policies and recommendations of the local urban runoff program (County of Alameda); and the Staff Recommendations of the RWQCB. The SWPPP shall incorporate BMPs to reduce the potential for pollutants in runoff waters and to prevent pollutant transport off-site during construction activities. Examples of Best Management Practices include, but are not limited to the following: • Only clear land which will be actively under construction in the near term (e.g., within the next 6-12 months), minimize new land disturbance during the rainy season, • Provide temporary stabilization of disturbed soils whenever active construction is not occurring on a portion of the site through water spraying or application of dust suppressants, and gravel covering of high-traffic areas. Provide permanent stabilization during finish grade and landscape the Project Site. • Safely convey runoff from the top of the slope and stabilize disturbed slopes as quickly as possible. • Delineate the Project Site perimeter to prevent disturbing areas outside the project limits. Divert upstream run-on safely around or through the construction. Runoff from the			

MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CASTRO VALLEY SHARED PARKING LOT AND DAUGHTREY BUILDING REUSE PROJECT (continued)

ENVIRONMENTAL IMPACT	MITIGATION MEASURES	MONITORING AND REPORTING ACTION	RESPONSIBLE AGENCY	TIMING
	Project Site should be free of excessive sediment and other constituents. Control tracking at points of ingress to and egress from the Project Site. • Retain sediment-laden waters from disturbed, active areas within the Project Site. • Perform activities in a manner to keep potential pollutants from coming into contact with stormwater or being transported off site to eliminate or avoid exposure. • Store construction, building, and waste materials in designated areas, protected from rainfall and contact with stormwater runoff. Dispose of all construction waste in designated areas, and keep stormwater from flowing onto or off these areas. Prevent spills and clean up spilled materials.			
NOISE				
Noise-1: Construction Noise Impacts on Sensitive Receptors	**Mitigation NOISE-1:** The following measures shall be implemented to reduce potential construction noise impacts on nearby sensitive receptors: • During all site excavation and grading, the project contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards. • The project contractor shall place all stationary	Inspect construction site periodically to verify compliance with measure.	Alameda County CDA	During construction.

MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CASTRO VALLEY SHARED PARKING LOT AND DAUGHTREY BUILDING REUSE PROJECT (continued)

ENVIRONMENTAL IMPACT	MITIGATION MEASURES	MONITORING AND REPORTING ACTION	RESPONSIBLE AGENCY	TIMING
	construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.			

DISPOSITION AND DEVELOPMENT AGREEMENT

Between

COUNTY OF ALAMEDA

and

GREENSFELDER COMMERCIAL REAL ESTATE LLC

3295 Castro Valley Boulevard

Dated as of June _____, 2014

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DISPOSITION AND DEVELOPMENT AGREEMENT
(3295 Castro Valley Boulevard)

This Disposition and Development Agreement (the "Agreement") is dated for identification purposes only as of June ____, 2014 (the "Execution Date"), by and between the County of Alameda, a political subdivision of the State of California (the "County"), and Greensfelder Commercial Real Estate LLC, a California limited liability company (the "Developer"), with reference to the following facts, understandings and intentions of the parties:

RECITALS

A. These Recitals refer to and utilize certain capitalized terms that are defined in Article 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.

B. The Board of Supervisors adopted the Redevelopment Plan establishing the Project Area. The goals for the Redevelopment Plan include alleviation of blighting conditions and the stimulation of economic development activities in the Project Area.

C. As of the Execution Date, the Successor Agency is the owner of the Property, which consists of approximately forty-four thousand nine hundred (44,900) square feet of land and an approximately thirty-nine thousand six hundred forty-nine (39,649) square-foot vacant building located in the Project Area.

D Upon the satisfaction of certain conditions precedent as more particularly described in Article 2, below, the County desires to acquire the Property from the Successor Agency pursuant to the Long Range Property Management Plan, and upon such acquisition, this Agreement shall become effective.

E. Following the Effective Date (if any), the County desires to convey the Property, and the improvements thereon, to the Developer, pursuant to the terms of this Agreement, for the purpose of redeveloping the Property as a commercial building as more particularly set forth in the Scope of Development. The County has determined that the Developer has the necessary expertise, skill and ability to carry out the commitments set forth in this Agreement, including, but not limited to, necessary experience in the redevelopment of vacant buildings and property for retail purposes, and experience in complying with Hazardous Materials Laws (as defined below). Pursuant to the Appraisal, the County has further determined that: (i) the sale of the Property, and the improvements thereon, to the Developer for the Purchase Price is equal to the fair market value of the Property, (ii) the Purchase Price was arrived at by an arms' length negotiation between the County and the Developer, and (iii) that the Developer will receive no public funds, or other benefit, from the County. The County has further determined that this Agreement is in the best interests, and will materially contribute to the implementation of, the Redevelopment Plan.

F. Redevelopment of the Property pursuant to this Agreement will serve Redevelopment Plan goals and objectives by assisting in the stabilization of the economic base

of the Project Area by enhancing the physical environment of the Project Area, and stimulating economic development activities and private investment in the Project Area.

G. The County Planning Commission has found and determined, pursuant to Resolution No. 13-18 adopted on November 18, 2013, and in accordance with the requirements of Government Code Section 65402, that the development of the Property, as contemplated by this Agreement, conforms to the General Plan applicable to the Property.

H. Pursuant to CEQA, the County (in its capacity as "lead agency"), has prepared and reviewed an initial study for the proposed development of the Property as contemplated by this Agreement, and, on June ____, 2014, approved the Mitigated Negative Declaration for the transactions contemplated by this Agreement (including the rehabilitation of the Building), following a duly noticed public hearing. The Mitigated Negative Declaration has served as the environmental documentation for the County's consideration and approval of this Agreement and the transactions contemplated by this Agreement.

THEREFORE, the Parties agree as follows:

ARTICLE 1.
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following definitions shall apply throughout this Agreement.

(a) "Adjacent Parcels" means those certain parcels of real property adjacent to the Property as more particularly described and depicted in the Parking Agreement.

(b) "Adjacent Parcel Owners" means each of the owners of the fee interest of the Adjacent Parcels.

(c) "Agreement" means this Disposition and Development Agreement, including the attached Exhibits and all subsequent operating memoranda and amendments to this Agreement.

(d) "Applicable Land Use Approvals" means the County and other governmental permits and approvals necessary for the construction and operation of the Development, including overall design and architectural review (including, but not limited to, compliance with the applicable requirements of the Specific Plan), but excluding a building permit.

(e) "Applicable Laws" means all laws, rules, regulations, guidelines, permits, entitlements, approvals, and other governmental requirements of any Governmental Authority applicable to the Property from time to time.

(f) "Appraisal" means that certain appraisal for the Property prepared by Thomas E. Dum Real Estate Appraisers, Inc., a copy of which is on file with the Director.

(g) "BevMo" means Beverages & More, Inc., a Delaware corporation.

(h) "Board of Supervisors" means the board of supervisors of the County.

(i) "Building" means the approximately thirty-nine thousand six hundred forty-nine (39,649) square foot building on the Property to be rehabilitated in accordance with this Agreement, and as more particularly set forth in the Scope of Development attached as Exhibit E.

(j) "CEQA" means the California Environmental Quality Act, and its implementing regulations and guidelines, as may be amended from time to time.

(k) "Certificate of Completion" means the certificate to be issued by the Director upon the completion of rehabilitation of the Building as more particularly set forth in Section 5.8. A form of the Certificate of Completion is attached as Exhibit H.

(l) "Closing" means the date mutually acceptable to the Parties, within thirty (30) days following the date on which all conditions precedent to conveyance set forth herein have been satisfied, but in no event later than the date(s) set forth in the Schedule of Performance, or such other date that the Parties agree upon in writing, on which the County Grant Deed is recorded against the Property.

(m) "Conceptual Development Documents" means the documentary expression of the preliminary design concepts for the Building which shall include both (1) preliminary site plan and elevations, and (2) a narrative, in reasonable detail, describing the same. The Conceptual Development Documents shall be consistent with the Scope of Development and shall address the County Required Building Elements, the interior layout of the Building, the mix of proposed uses by square footage on each floor, traffic circulation features, and all other relevant design factors.

(n) "Control" shall mean direct or indirect management or control: (i) of the managing member or members in the case of a limited liability company; (ii) of the managing general partner or general partners in the case of a partnership; and (iii) of a majority of the directors in the case of a corporation.

(o) "County" means the County of Alameda, a political subdivision of the State of California, acting by and through its various departments or agencies.

(p) "County Event of Default" has the meaning set forth in Section 8.3.

(q) "County Grant Deed" means the grant deed by which the County shall convey the Property, to the Developer substantially in the form of Exhibit B.

(r) "County Required Building Elements" means, collectively, (i) the commercially feasible and reasonably necessary renovation, or rehabilitation, of the façades of the Building to improve the existing appearance of such facades, and (ii) the doorway, or other entrance, to be developed on the east-side of the Building to provide pedestrian access from the east-side of the Building to the proposed pedestrian way (commonly referred to as "The Paseo")

anticipated to be located on the east-side of the Building between the Building and the building commonly known as 3323 Castro Valley Boulevard.

(s) "Deposit" means the good faith deposit in the total amount of Twenty Five Thousand Dollars ($25,000).

(t) "Developer" means Greensfelder Commercial Real Estate LLC, a California limited liability company, and its successors or assigns as may be permitted by this Agreement.

(u) "Developer Event of Default" has the meaning set forth in Section 8.4.

(v) "Development" means, collectively, the Property and the Building.

(w) "Director" means the Director of the Department of Economic and Community Investment of the County, or by any person who shall have been designated in writing to the Developer by the Director as the authorized designee of the Director for the purposes of this Agreement. Such designee of the Director shall be familiar with this Agreement, and the dealings between the Parties.

(x) "Director-Approved Use" means those uses of the Property, as more particularly set forth in Exhibit G, that require the prior written approval of the Director as set forth in Section 6.2.

(y) "Effective Date" means the date on which all conditions to the effectiveness of this Agreement have been satisfied as more particularly set forth in Section 2.1.

(z) "Escrow" means the escrow established with the Title Company for the purpose of conveying the Property from the County to the Developer.

(aa) "Execution Date" means the date first written above.

(bb) "Final Construction Plans" or "CDs" mean the final construction plans for the County Required Building Elements as approved by the County in accordance with Section 3.6.

(cc) "Financing Plan" means the Developer's plan for financing the acquisition of the Property and the rehabilitation of the Building.

(dd) "Former Agency" means the former Redevelopment Agency of the County of Alameda, which was dissolved pursuant to California Health & Safety Code Section 34172.

(ee) "Governmental Authority(ies)" means any federal, state, and/or local agency, department, commission, board, bureau, administrative or regulatory body, or other public instrumentality having jurisdiction over the Property or any portion thereof, including, but not limited to, the County of Alameda acting in its capacity as a regulatory body.

(ff) "Greensfelder" means David Greensfelder, an individual.

(gg) "Hazardous Materials" means any substance, material, or waste which is: (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant" or any other terms comparable to the foregoing terms under any provision of California law or federal law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) mold; (7) MTBE; (8) lead paint, or (9) determined by California, federal or local government authority to be capable of posing a risk of injury to health, safety or property. Without limiting the foregoing, Hazardous Materials means and includes any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance, or other similar term, by any Hazardous Materials Laws including any federal, state or local environmental statute, regulation or ordinance presently in effect that may be promulgated in the future, as such as statutes, regulations and ordinances may be amended from time to time.

The term "Hazardous Materials" shall not include: (i) construction materials, gardening materials, household products, office supply products or janitorial supply products customarily used in the construction, maintenance, or management of commercial properties, buildings and grounds, or typically used in office or residential activities, or (ii) certain substances which may contain chemicals listed by the State of California pursuant to California Health & Safety Code Section 25249.8 et seq., which substances are commonly used by a significant portion of the population living within the region of the Property, including, but not limited to, alcoholic beverages, aspirin, tobacco products, NutraSweet and saccharine, so long as such materials and substances are stored, used and disposed of in compliance with all applicable Hazardous Materials Laws.

(hh) "Hazardous Materials Laws" means all federal, state, and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials in, on or under the Development or any portion thereof.

(ii) "Hazardous Materials Reports" means, collectively, those certain reports and documents regarding Hazardous Materials, and other environmental conditions of the Property, provided by the County to the Developer, as set forth on Exhibit I.

(jj) "Long Range Property Management Plan" means the plan prepared by the Successor Agency in accordance with California Health & Safety Code Section 34191.5.

(kk) "Memorandum of DDA" means the memorandum of Disposition and Development Agreement to be recorded against the Property at the Closing. The form of the Memorandum of DDA is attached hereto as Exhibit D.

(ll) "Mitigated Negative Declaration" means that certain mitigated negative declaration approved by the Board of Supervisors on June 24, 2014.

(mm) "Monitoring Requirements" means the requirements set forth in that certain "Notice of General Permit Coverage for Discharge" issued by the San Francisco Regional Water Quality Control Board ("RWQCB") on February 22, 2011, and all RWQCB requirements referenced therein, regarding the ongoing remediation and monitoring of certain Hazardous Materials existing on the Property as of the Execution Date.

(nn) "Non-Retail Component" means the portion of the Building anticipated to be utilized for non-retail purposes consistent with this Agreement. The Non-Retail Component is more particularly described in the Scope of Development.

(oo) "Parties" means the County and the Developer. "Party" refers to either one of the Parties.

(pp) "Parking Agreement" means the Declaration of Agreement Establishing Reciprocal Easements for Shared Parking and Shared Access and Providing for Joint Use and Maintenance to be entered into by and among the County and the Adjacent Property Owners, in accordance with the requirements of this Agreement. A form of the Parking Agreement is attached as Exhibit F.

(qq) "Permitted Uses" means any permitted use of the Property as set forth in the Specific Plan, unless such use constitutes a Director-Approved Use which is subject to the requirements of Section 6.2 and Exhibit G.

(rr) "Project Area" means the Castro Valley Sub-Area of the Eden Area Redevelopment Project Area, as more particularly described in the Redevelopment Plan.

(ss) "Property" means the real property as more particularly described in Exhibit A.

(tt) "Redevelopment Plan" means the redevelopment plan for the Project Area, adopted by the Board of Supervisors.

(uu) "Retail Component" means the approximately ten thousand (10,000) square foot portion of the first (1st) floor of the Building anticipated to be utilized for retail purposes consistent with this Agreement. The Retail Component is more particularly described in the Scope of Development.

(vv) "Schedule of Performance" means the summary schedule of actions to be taken by the Parties pursuant to this Agreement to achieve disposition of the Property to the Developer and the rehabilitation of the Property. The Schedule of Performance is attached to this Agreement as Exhibit C.

(ww) "Scope of Development" means the description of the preliminary physical characteristics of the Building, including a basic site plan that will serve as a basis for the Developer's application for the Applicable Land Use Approvals, and a description of the County-Required Building Elements. The Scope of Development is attached to this Agreement as Exhibit E.

(xx) "Security Financing Interest" has the meaning set forth in Section 10.1.

(yy) "Specific Plan" means the Castro Valley Central Business District Specific Plan, as amended from time to time.

(zz) "Successor Agency" means the successor agency to the Former Agency as more particularly described in California Health & Safety Code Section 34173.

(aaa) "Term" means the term of this Agreement, which shall commence on the Effective Date and shall continue until the eleventh (11th) anniversary of the date of issuance of the Certificate of Completion for the Development.

(bbb) "Title Company" means Chicago Title Company located at One Kaiser Plaza, Suite 745, Oakland, CA 94612, or such other title company mutually selected by the Parties.

(ccc) "Title Report" means the preliminary title report for the Property dated October 25, 2013, prepared by the Title Company, a copy of which is attached hereto as Exhibit J.

(ddd) "Transfer" has the meaning set forth in Section 7.1.

Section 1.2 Exhibits. The following exhibits are attached to and incorporated in the Agreement:

Exhibit A:	Legal Description of the Property
Exhibit B:	Form of County Grant Deed
Exhibit C:	Schedule of Performance
Exhibit D:	Form of Memorandum of DDA
Exhibit E:	Scope of Development
Exhibit F:	Form of Parking Agreement
Exhibit G:	List of Director-Approved Uses
Exhibit H:	Form of Certificate of Completion
Exhibit I:	List of Hazardous Materials Reports
Exhibit J:	Copy of Title Report
Exhibit K:	County Insurance Requirements

ARTICLE 2.
CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT

Section 2.1 Conditions to Effectiveness of this Agreement. The Parties agree and acknowledge that, as of the Execution Date, the Successor Agency is the owner of the Property, that the County has no ownership interest in the Property, and, therefore, as of the Execution Date, the County cannot commit to convey the Property, or any interest therein, to the Developer. The effectiveness of this Agreement is expressly conditioned upon, and subject to, the satisfaction of the following conditions: (i) the approval of the Long Range Property Management Plan by the State of California Department of Finance (the "DOF") as more particularly set forth in California Health & Safety Code Section 34191.5; (ii) the Successor Agency's compliance with all conditions to transfer under the Long Range Property Management Plan, including, but not limited to, the negotiation and execution of compensation agreement with all affected taxing entities to the extent required by applicable law and the DOF; (iii) the transfer of the Property by the Successor Agency to the County in accordance with the Long Range Property Management Plan; (iv) the County has approved the Mitigated Negative Declaration, and all appeal periods under CEQA, or otherwise, have expired, and no appeal is then in existence; and (v) such other matters (if any), whether or not known as of the Execution

Date, that may be required for the Successor Agency to unconditionally convey the Property to the County. The "Effective Date" of this Agreement shall be the date upon which all of the conditions set forth above have occurred; provided, however, in the event all such conditions have not been satisfied by December 31, 2015, then this Agreement shall automatically terminate and be of no further force or effect without further action of the Parties, and all rights, duties, and obligations of the Parties shall be void and of no further effect (other than any provision that explicitly survives the termination of this Agreement), unless otherwise agreed to by the Parties. Notwithstanding such automatic termination, upon the request of either Party, the Parties shall (at no additional cost to either Party) execute such document(s) as may be necessary to evidence the termination of this Agreement. In the event of such termination of this Agreement as set forth in this Section, each Party shall be responsible for all of its own costs and expenses incurred in connection with this Agreement (including, but not limited to, its own attorneys' fees and expenses). To the extent applicable, the County shall use best efforts, and shall cause the Successor Agency to use best efforts, to cause such conditions to be satisfied, and for the Effective Date to occur in accordance with this Section. In the event such conditions have been satisfied prior to the date set forth above, then the County shall promptly deliver a written notice to the Developer documenting the date of the Effective Date.

Section 2.2 Developer Acknowledgement. The Developer acknowledges that, as of the Execution Date, the County is not the owner of the Property, and that the conditions precedent to the effectiveness of this Agreement are not within the control of the County (directly or indirectly), and that the County has not made any representation or warranty (written or otherwise) regarding the likelihood of the satisfaction of the conditions set forth above, or the timeframe for the satisfaction of such conditions. The Developer further acknowledges that the County shall have no legal obligation to convey the Property to the Developer, subject to the terms and requirements of this Agreement, unless and until all of the conditions set forth in Section 2.1 have been satisfied by the date set forth above. To the extent applicable, the County shall use best efforts to cause, and shall cause the Successor Agency to use best efforts to cause, such conditions to be satisfied, and for the Effective Date to occur as set forth above. In the event such conditions have not been satisfied by the date set forth above, despite the best efforts of the County to cause the satisfaction of such conditions, and this Agreement is terminated, then the County: (i) shall have no obligation to obtain ownership of the Property from the Successor Agency, or otherwise, (ii) shall have no obligation to convey the Property, or any other interest in the Property, to the Developer; and (iii) shall have no further obligation or duty under this Agreement (except for any provision that expressly survives the termination of this Agreement). In the event of such termination of this Agreement, then the Developer shall have no further duties or obligations under this Agreement. The Developer further acknowledges that due to the termination of this Agreement as set forth above, the Developer shall have no right, pursuant to this Agreement, to acquire the Property, and, therefore, may suffer economic loss or other consequences related to the failure of the County to obtain ownership of the Property, including, but not limited to, economic loss or other consequences due to the Developer's inability to obtain ownership of the Property, or to operate, or to permit the operation of, a particular form of business at the Property. The Developer, on behalf of itself and anyone claiming by, through or under the Developer specifically releases and waives any claim against the County for such loss or economic consequences in connection with the failure of the Successor Agency to transfer the Property to the County, the failure of the County to obtain ownership of the Property, or any other failure of any, or all, of the conditions precedent set forth above. The Developer, on behalf

of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks and hereby expressly waives any right the Developer and anyone claiming by, through or under the Developer, may have under Section 1542 of the California Civil Code, which reads as follows:

> **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**
>
> **Developer's Initials:** _____

Section 2.3 Conflict with Other Provisions. In the event of any conflict between the terms of this Article, and the terms of any other provision of this Agreement, the terms of this Article shall control.

Section 2.4 Independent Consideration. Notwithstanding the foregoing, within three (3) business days after the Execution Date, Developer shall pay the County One Hundred Dollars ($100.00) (the "Independent Consideration"). The Independent Consideration shall be non-refundable to Developer, and shall not be credited towards the payment of the Purchase Price. The Independent Consideration shall constitute separate, independent, and good and valuable consideration provided by the Developer to the County for the rights extended to the Developer under this Agreement.

ARTICLE 3.
PREDISPOSITION REQUIREMENTS

Section 3.1 Right of Entry; Due Diligence Period.

(a) Right to Enter the Property. On, or about, the Execution Date, the Successor Agency has granted, or shall grant, the Developer a right of entry onto the Property pursuant to a separate license agreement between the Successor Agency and the Developer (the "Initial License Agreement"). Provided that: (i) there is no uncured material event of default by the Developer under the Initial License Agreement (beyond any applicable notice and cure provisions set forth in the Initial License Agreement), and (ii) the Developer has delivered evidence of the insurance in accordance with Section 6.6(a)(1)-(3), as of the Effective Date, the County grants the Developer a right of entry onto the Property to inspect and conduct such studies of the Property as the Developer, in its sole discretion, may desire for a period of one hundred fifty (150) days following the Effective Date (the "Due Diligence Period"). On or before the expiration of the Due Diligence Period, the Developer shall give written notice to the Director as to whether the Developer approves or disapproves of the Property, in the Developer's sole and absolute discretion. The Developer's failure to provide notice to the Director on or before the expiration of the Due Diligence Period shall be deemed disapproval of the Property. In the event the Developer approves of the Property, prior to the expiration of the Due Diligence Period, then the Parties shall proceed to the Closing subject to the requirements of this Agreement (including, but not limited to the Developer's satisfaction of all the Developer's

conditions precedent to the Closing, and the County's satisfaction of all of the County's conditions precedent to the Closing). In the event the Developer disapproves of the Property, or is deemed to have disapproved of the Property, prior to the expiration of the Due Diligence Period, then the Developer shall deliver a copy of all non-proprietary third-party reports and test results of the Property conducted on behalf of the Developer during the Due Diligence Period (unless such documents were previously delivered to the Successor Agency pursuant to the Initial License Agreement), and upon such delivery, the Deposit (if made) shall be returned to the Developer, this Agreement shall be terminated, and shall be of no further force or effect (except for any provision that explicitly survives termination). In such event, the Parties shall, upon the request of either Party and at no cost to either Party, execute such document(s) as may be reasonably necessary to evidence such termination. The Developer makes no representation or warranty, or any nature whatsoever, regarding the content and/or accuracy of any reports or other materials provided to the County pursuant to this Section.

As of the Effective Date, the County shall provide the Developer (and the Developer's employees and agents) the right to enter upon all portions of the Property for the purposes of conducting soils tests, engineering studies, seismic and geologic studies, inspections and testing for Hazardous Materials, and underground storage tanks, investigation of applicable zoning and other land use regulations, analysis of economic feasibility and other studies related to the Developer's use of the Property and the condition of the Property. Any preliminary work by the Developer, or any party acting on behalf of the Developer, shall be undertaken only after securing the applicable insurance set forth in Section 6.6 and all necessary permits from the appropriate Governmental Authorities.

(b) Right to Market. In addition, as of the Effective Date, the County grants the Developer the right to market the Building to prospective tenants, by taking any, or all, of the following actions: hiring a real estate broker(s), placing commercially reasonable signs or other marketing materials on or about the Building (subject to Applicable Laws, collectively, the "Marketing Materials"), entering the Property and showing the Building to prospective tenants (or other users), potential lenders, and potential investors, and negotiating agreements with prospective users. Such right granted herein shall automatically terminate upon a Developer Event of Default or upon termination of this Agreement, and upon such termination, the Developer shall, or shall cause, the prompt removal of any personal property, including, but not limited to Marketing Materials located at the Property. As between the Developer and the County, the Developer shall be solely obligated for all costs and expenses incurred by the Developer in connection with the right granted herein, and at the sole risk of the Developer.

(c) Limitation on Developer's Rights. The rights granted to the Developer as set forth above shall be subject to, and limited by, any temporary lease, or other similar agreement for the short-term use and occupancy of the Building, between the County (or the Successor Agency, as applicable) and a third-party, which may be entered into prior to the Effective Date; provided, however, the County shall have the obligation to cause such temporary use to be terminated prior to the Closing.

(d) Indemnity; Obligation to Restore. The Developer shall indemnify, defend (with counsel reasonably selected by the County and which counsel shall be reasonably approved by Developer and Developer's insurance company, if applicable) and hold the County harmless from any claims, losses, liabilities and damages arising out of the activities of the Developer, or

any party acting on behalf of the Developer, as set forth in this Section, excluding therefrom any claims, losses, liabilities and damages caused by: (i) the negligence or willful misconduct of the County (or any third-party occupant or user of the Property), or (ii) the mere discovery by the Developer of a pre-existing condition on, or about, the Property. In addition, in the event that the Developer, or any party acting on behalf of the Developer, causes any damage to any portion of the Property or the Building, the Developer shall promptly restore the damaged portion of the Property (or the Building, as applicable) as nearly as possible to the physical condition existing immediately prior to the Developer's entry onto the Property, but in no event to a condition that exceeds the condition prior to Developer's entry. The Developer's failure to promptly restore the Property shall constitute a Developer Event of Default as set forth in Section 8.4. The obligations set forth in this subsection shall survive the termination of this Agreement. Upon request of either Party, the Parties shall execute, or take such other actions as may be necessary, to enter into an agreement in substantially the same form and content of the Initial License Agreement to govern the Developer's right to enter the Property as of the Effective Date.

(e) Delivery of Documents. As of the Effective Date and until the Closing, the Developer shall have the right to review, and make copies of all documents regarding the Development within the Director's possession, including, but not limited to the Hazardous Materials Reports (the "Due Diligence Documents"). The Director shall make available to the Developer the Due Diligence Documents at such times as mutually acceptable to the Parties.

Section 3.2 Conditions Precedent of the County to Conveyance of the Property.

(a) Conditions Precedent. The following requirements set forth in Section 3.3 through Section 3.12, inclusive, of this Article are conditions precedent to the County's obligations to convey the Property to the Developer. The County's obligation to convey the Property to the Developer shall be subject to the satisfaction of all such conditions precedent prior to the date or dates set forth in the Schedule of Performance.

(b) Approval of Director. Except as may be otherwise specifically provided in this Article, whenever any approval, disapproval, notice, consent, waiver, or other action by the County is required or permitted under this Article, such action may be given, made, or taken by the Director, without further approval by the Board of Supervisors. Unless otherwise provided herein, any such action shall be in writing. In no event shall the approval by the Director be unreasonably withheld, delayed or conditioned by the Director. In granting any approval set forth in this Article, the Director shall act in good faith and in a commercially reasonable manner.

Section 3.3 Deposit.

(a) Deposit Made. No later than ten (10) days after the Effective Date, the Developer shall deliver to the Title Company a portion of the Deposit in the amount of Five Thousand Dollars ($5,000). Thereafter, provided this Agreement remains in effect, the Developer shall deliver the remaining amounts of the Deposit as follows: (1) Five Thousand Dollars ($5,000) upon the expiration of the Due Diligence Period, (2) Five Thousand Dollars ($5,000) upon the Director approval of the Pre-Leasing Commitment (as defined below), and (3) Ten Thousand Dollars ($10,000) upon the Developer obtaining the Applicable Land Use

Approvals. The Parties shall direct the Title Company to promptly deposit the Deposit in an interest-bearing account for the benefit of the Developer.

(b) At Termination of Agreement. Upon termination of this Agreement after a County Event of Default prior to the Closing, or upon a no-fault termination under Section 8.2, the Title Company shall return the Deposit to the Developer.

(c) At the Closing. At the Closing, the Deposit, and all interest earned thereon, shall be applied toward the Purchase Price.

Section 3.4 Financing Plan. No later than the time set forth in the Schedule of Performance, the Developer shall submit to the Director, for informational purposes, evidence of the availability of the funds necessary to acquire the Property and redevelop the Property in accordance with this Agreement (the "Financing Plan"). The Financing Plan shall include:

(a) An estimated operating pro forma for the Development showing stabilized occupancy for one (1) year;

(b) An estimated sources and uses budget, including a cost breakdown for costs of acquiring the Property and rehabilitating the Building. The sources and uses shall include all assumptions for all debt and equity financing; and

(c) A description of any joint ventures or partnerships the Developer proposes to enter into in order to provide funds for the rehabilitation of the Building and acquisition of the Property; provided, however, Director receipt of any Financing Plan shall not be deemed to be approval of any Transfer described in such plan, and all Transfers are subject to Article 7.

Section 3.5 Application for Applicable Land Use Approvals. No later than the date set forth in the Schedule of Performance, the Developer shall apply to the County Planning Department and any other Governmental Authority for the Applicable Land Use Approvals for the Building. All applications shall conform to the description of the Building set forth in this Agreement, unless a variation has been previously approved by the Director in writing. Thereafter, the Developer shall use commercially reasonable and diligent efforts to obtain the Applicable Land Use Approvals no later than the date set forth in the Schedule of Performance.

Section 3.6 Construction Documents.

(a) Conceptual Development Drawings. No later than the date set forth in the Schedule of Performance, the Developer shall submit the Conceptual Development Documents to the Director for the Director's review and approval. The Director shall approve the Conceptual Development Documents if they are substantially consistent with the description of the Building set forth in the Scope of Development. The Director shall approve or disapprove of the Conceptual Development Documents within thirty (30) days following submission, and, if not approved or disapproved within such thirty (30) day period, the Conceptual Development Documents shall be deemed approved. If the Director disapproves of the submission, the Director shall specify in writing the reasons for disapproval. Within thirty (30) days following notice of disapproval from the Director, the Developer shall thereafter revise the Conceptual Development Documents so as to address the reasons for disapproval and submit those revised

Conceptual Development Documents to the Director for approval. The Director shall approve or disapprove of the revised Conceptual Development Documents within thirty (30) days following submission, and if not disapproved within that thirty (30) day period, the revised Conceptual Development Documents shall be deemed approved. The process for revision and review shall be repeated until the Director has approved the Conceptual Development Documents; provided, however that if the Director's approval of the Conceptual Development Documents for the Building has not been obtained by the date set forth in the Schedule of Performance then the County may declare a Developer Event of Default pursuant to Article 8 (subject to any applicable notice and cure provision).

The Developer acknowledges that the Director's right to review and approve the proposed Conceptual Development Documents are in addition to, and shall not be limited by, the County's obligation, if any, to review the Developer's proposed Conceptual Development Documents for consistency with applicable building code requirements.

(b) Construction Plans. No later than the date set forth in the Schedule of Performance, the Developer shall submit its proposed final construction plans for the County Required Building Elements (such plans may also be referred to herein as "Draft CDs" to the Director which shall be consistent with the Director-approved Conceptual Development Drawings (as such may have logically evolved since approval by the Director) and the Scope of Development.

The Director shall approve or disapprove the Draft CDs in writing within thirty (30) days following the Director's receipt of the complete Draft CDs. If the Draft CDs are disapproved by the Director, the Director shall deliver a written notice to the Developer setting forth, in reasonable detail, the reasons for such disapproval. The Developer shall have thirty (30) days following the receipt of such notice to submit revised Draft CDs. The provisions of this Section relating to time periods for approval, disapproval, and resubmission of new Draft CDs shall continue to apply until the Draft CDs have been approved by the Director; provided, however, that if Director's reasonable approval of the Draft CDs has not been obtained by the date set forth in the Schedule of Performance, then the County may declare a Developer Event of Default pursuant to Article 8 (subject to any applicable notice and cure provision).

The Developer acknowledges that approval of the final construction plans for the County Required Building Elements by the Director, pursuant to this Section, does not constitute approval by the County Public Works Department as required for issuance of a building permit.

As approved, these construction plans for the County Required Building Elements shall be referred to as the "Final Construction Plans" or the "CDs".

Section 3.7 Building Permit. No later than the date set forth in the Schedule of Performance, the Developer shall apply to the County Public Works Department for a building permit allowing for the rehabilitation of the Building in accordance with this Agreement and Final Construction Plans. After submitting an application for a building permit, the Developer shall diligently pursue and obtain a building permit for the Building no later than the dates set forth in the Schedule of Performance. If the building permit is not obtained by the date set forth in the Schedule of Performance, then the County may declare a Developer Event of Default pursuant to Article 8 (subject to any applicable notice and cure provision). The County shall

render all reasonable assistance (at no additional cost to County, other than normal and customary costs incurred by the County in its capacity as a Governmental Authority) to the Developer to obtain the building permits.

Section 3.8 Pre-leasing Commitments for the Retail Component.

(a) Pre-leasing Commitment. No later than the date set forth in the Schedule of Performance, the Developer shall submit evidence that the Developer has obtained a pre-leasing commitment for the Retail Component. Such pre-leasing commitment evidence (the "Pre-Leasing Commitment") shall consist of any of the following from BevMo, or other reputable potential tenants consistent with the requirements of this Agreement: (i) an executed lease (conditioned only upon the completion of the rehabilitation of the Building and tenant improvements, or such other customary and standard conditions in the commercial leasing context); (ii) a letter of intent, or (iii) such other documentation, reasonably acceptable to the Director. The Director shall either approve or disapprove of such evidence within thirty (30) days following the Director's receipt. The Director's failure to either approve or disapprove of such evidence within such thirty (30) day period shall be deemed approval. The Director shall not unreasonably withhold, delay, or condition its approval of such evidence. Nothing in this Section shall be deemed to prohibit the Developer from obtaining more than one Pre-Leasing Commitment; provided, however, the Developer shall obtain Director approval of each Pre-Leasing Commitment (or deemed approval as set forth above).

(b) Binding Commitment prior to Closing. Prior to the Closing, in the event the Pre-Leasing Commitment was not an executed lease, then the Developer shall deliver to the Director a lease, or another legally binding agreement between the Developer and the entity set forth in the Pre-Leasing Commitment for the Director's limited review and approval regarding the proposed tenant, the size of the premises leased, and that such agreement constitutes a binding commitment to lease the Retail Component. The Director shall either approve or disapprove of such agreement within ten (10) days following the Director's receipt. The Director's failure to either approve or disapprove of such evidence within such ten (10) day period shall be deemed approval. The Director shall not unreasonably withhold, delay, or condition its approval of such evidence, and such review shall be limited to, and approval shall be granted if, such agreement is consistent with the Pre-Leasing Commitment.

(c) Director Approval. Any approval by the Director, pursuant to this Section, shall in no way be deemed to be a representation by the Director (or the County) regarding the business advantage or the enforceability of such document, or constitute approval of or concurrence with any other term or condition of such document. Director approval of such documentation shall merely constitute satisfaction of the condition set forth in this Section.

Section 3.9 Construction Contract. No later than the date set forth in the Schedule of Performance, the Developer shall submit to the Director for its limited approval the proposed construction contract for the Building (or such other documentation that establishes the identity of the Developer's proposed contractor). The Director's review and approval shall be limited exclusively to a determination whether the construction contract is, or will be, with a reputable licensed contractor reasonably acceptable to the Director.

Any construction contract executed by the Developer for the Building shall be with a general contractor approved or deemed approved by the Director; provided, however, such approval shall in no way be deemed to be a representation by the Director or the County regarding the business advantage or the enforceability of such contract, or constitute approval of or concurrence with any other term or condition of the construction contract. Director approval shall merely constitute satisfaction of the condition set forth in this Section.

Section 3.10 Construction Bonds. No later than the date set forth in the Schedule of Performance and following the Director's approval of the documentation set forth in Section 3.9, the Developer, or its general contractor(s) shall obtain either: (a) labor and material bond and performance bond(s) for the rehabilitation of the Building, each in an amount equal to one hundred percent (100%) of the scheduled cost of construction, or (b) an irrevocable letter of credit, completion guaranty, or other security, as reasonably acceptable to the Director, which shall be in an amount necessary to complete the rehabilitation of the Building, and which shall be provided for the benefit of the County by an entity with a net worth reasonably necessary to assure the performance of the same, as reasonably determined by the Director. In the event the Developer provides, or causes the general contractor to provide, the construction bond(s), then each bond shall name the County as co-obligee and shall be issued by sureties that are licensed in the State of California and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, or have a A.M. Best Rating of "A", or equivalent, and are otherwise reasonably acceptable to the Director. The form of the labor and material bond and the performance bond, or other security provided by, or on behalf of, the Developer, shall be subject to the Director's prior review and written approval. Such Director-approved bonds, or other security, shall be delivered to the Director prior to, or in conjunction with, the Closing.

Section 3.11 Insurance. The Developer shall furnish to the Director evidence of the insurance coverage no later than the date set forth in the Schedule of Performance.

Section 3.12 Parking Agreement.

(a) Developer Approval. Prior to the Execution Date, the County, in conjunction with the assistance of, and input from, the Developer, commenced the process to negotiate, and finalize, the terms and provisions of the Parking Agreement with the Adjacent Parcel Owners. The current draft of the Parking Agreement, as of the Execution Date, is attached as Exhibit F. In the event the Parking Agreement is not recorded, by the dates set forth in the Schedule of Performance, then this Agreement may be terminated in accordance with Section 8.3. Following the Execution Date, the County shall inform the Developer of any additional modifications, if any, to the Parking Agreement requested by, or on behalf of, the Adjacent Parcel Owners; and the County shall not further amend or otherwise modify the terms of the Parking Agreement without the prior approval or consent of the Developer.

(b) Recordation of Parking Agreement prior to the Closing; County Performance. The County shall be responsible for: (i) obtaining the signatures of the Adjacent Owners on the Parking Agreement, and, (ii) the recordation of the Parking Agreement against the Property and the Adjacent Parcels by the date set forth in the Schedule of Performance. Following the recordation of the Parking Agreement, the County shall promptly perform all of its

obligations thereunder no later than the date set forth in the Schedule of Performance. The County's failure to complete the construction of the improvements set forth in the Parking Agreement shall constitute a County Event of Default, and the Developer shall be entitled to the remedies set forth in Article 8.

Section 3.13 Conditions Precedent of Developer to Accept Conveyance of the Property. The following requirements set forth in this Section are conditions precedent to the Developer's obligation to accept the Property from the County. The Developer's obligation to accept the Property from the County shall be subject to the satisfaction of all such conditions precedent prior to the Closing (unless waived by the Developer):

(a) Escrow. The County shall promptly provide the Title Company with all documents as the Title Company may reasonably request including, without limitation, the County Grant Deed, the Parking Agreement, a standard seller's affidavit, authorization documents, and any applicable tax forms (if any).

(b) No Litigation. On the date of Closing, there shall be no litigation pending or threatened against the County seeking to enjoin the performance of this Agreement, including, but not limited to, any litigation under CEQA.

(c) County's Authority. County has promptly delivered to Developer and to the Title Company such documentary and other evidence as the Title Company may reasonably require evidencing the authority of the person or persons who are executing the various documents on behalf of the County in connection with this Agreement.

(d) County's Representations and Warranties. The representations and warranties of the County contained in this Agreement shall be true at Closing as though such representations and warranties were made at such time.

(e) County's Obligations. All of the obligations of the County under this Agreement to be performed from and after the Effective Date through the Closing Date, and the County's obligations under the Parking Agreement, shall have been timely performed by the County in a manner reasonably acceptable to the Developer.

(f) No Tenants/Occupants. The County, at County's sole cost, shall cause the termination of any and all lease(s), tenancy(ies), or occupancy(ies) affecting the Property (if any) so as to be able to deliver exclusive possession of the Property to Developer at Closing, free and clear of any tenants, leases or other occupancy rights. The County shall at all times be solely liable for the obligations under such lease(s), and County shall indemnify, defend and hold harmless Developer against any claims, costs, judgments, or liabilities of any kind under such lease(s), which indemnity obligations shall survive the close of escrow herein.

(g) Title Matters. The County shall have resolved, at the County's sole cost, to Developer's reasonable satisfaction, any title issues affecting the Property other than as expressly permitted pursuant to Section 4.5.

ARTICLE 4.
DISPOSITION OF PROPERTY

Section 4.1 Purchase and Sale. Subject to the terms and conditions of this Agreement (including, but not limited to the satisfaction of all conditions precedent set forth herein), the County shall sell the Property, and all then existing improvements thereon, to the Developer, and the Developer shall purchase the Property, and all then existing improvements thereon, from the County. The Property, and all then existing improvements thereon, shall be conveyed by the County Grant Deed, a form of which is attached as Exhibit B.

Section 4.2 Purchase Price. The Developer shall pay the County the amount of Eight Hundred Sixty Thousand Dollars ($860,000) for the Property, and all then existing improvements thereon (the "Purchase Price"). The Purchase Price shall be paid in cash at the Closing. The Purchase Price is the fair market value of the Property, and all then improvements existing thereon as of the Closing, as determined by the Appraisal, and the Parties hereby agree and acknowledge that the Purchase Price was arrived at by an arms-length negotiation between the County and the Developer, and the Parties hereby stipulate that the Purchase Price is equal to the fair market value of the Property, and all then improvements existing thereon, based on the use, and with the covenants and conditions, and development costs, authorized and required by this Agreement.

Section 4.3 Opening Escrow. To accomplish the conveyance of the Property, and then existing improvements thereon, the Parties shall establish an escrow with the Title Company and shall execute and deliver to the Title Company written instructions that are consistent with this Agreement.

Section 4.4 Closing Date.

(a) Date; Extension by Developer. The Closing shall occur no later than the date set forth in the Schedule of Performance, and only in the event that all conditions precedent to conveyance set forth in Article 3 have been satisfied or waived by the County, or the Developer (as applicable). Notwithstanding the foregoing, in the Developer's sole discretion, the Developer may extend the date for the Closing two (2) times, each for a period of thirty (30) days (for a total of sixty (60) days from the date set forth in the Schedule of Performance as the Closing date), provided that the Developer has delivered to the Title Company the amount of Three Thousand Dollars ($3,000) for each thirty (30) day extension (up to a total of Six Thousand Dollars ($6,000)), and has delivered a written notice to the Director no later than two (2) days prior to the date for the Closing as set forth in the Schedule of Performance (in connection with the first extension of the Closing date), and no later than two (2) days prior to the expiration of the first extension period (in connection with the second extension of the Closing date). Upon receipt by the Title Company, such amount(s) shall be deemed to be included as a part of the Deposit. The exercise of such right to extend the date for the Closing shall in no way limit or impair the Developer's obligation to satisfy all conditions precedent to the Closing as set forth in this Agreement.

(b) Additional Closing Conditions. In addition to the conditions precedent to execution of the County Grant Deed as set forth in Article 3, the following conditions shall be satisfied prior to or concurrently with, and as conditions of, execution of the County Grant Deed:

(1) The Developer shall provide the Director with a certified copy of a corporate authorizing resolution, approving this Agreement and the County Grant Deed and the conditions and covenants set forth in this Agreement and the County Grant Deed.

(2) The Developer shall have executed and delivered to the Director the County Grant Deed, the Memorandum of DDA, and any other documents and instruments required to be executed and delivered, all in a form and substance satisfactory to the Parties.

(3) The County Grant Deed, and the Memorandum of DDA shall have been recorded against the Property, by the County.

(4) There shall exist no condition, event or act which would constitute a Developer Event of Default or County Event of Default under this Agreement.

(5) All representations and warranties of the Developer (unless otherwise waived by the Director) contained in any part of this Agreement shall be true and correct.

(6) All representations and warranties of the County (unless otherwise waived by the Developer) contained in any part of this Agreement shall be true and correct.

Section 4.5 Condition of Title. Upon the Closing, the Developer shall have insurable fee interest to the Property, and all then existing improvements thereon, which shall be free and clear of all liens, encumbrances, clouds and conditions, rights of occupancy or possession, except:

(a) applicable building and zoning laws and regulations;

(b) the provisions of the Redevelopment Plan;

(c) the provisions of this Agreement (as evidenced by the Memorandum of DDA), the County Grant Deed, and the Parking Agreement;

(d) any lien for current taxes and assessments or taxes and assessments accruing subsequent to recordation of the Memorandum of DDA;

(e) conditions, covenants, restrictions or easements currently of record or as otherwise approved by the Developer in its reasonable discretion; and

(f) exceptions, 1, 2, 4, and 5, inclusive, as shown in the Title Report for the Property, and no other liens or exceptions, except for any other lien or exception created due to any act, or omission, of the Developer.

Section 4.6 Condition of Property.

(a) **"AS IS" CONVEYANCE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE COUNTY IS CONVEYING AND THE DEVELOPER IS OBTAINING THE PROPERTY, AND ALL THEN EXISTING IMPROVEMENTS**

THEREON, ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT THE DEVELOPER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE COUNTY AS TO ANY MATTERS CONCERNING THE PROPERTY, OR ANY OF THE EXISTING IMPROVEMENTS THEREON, INCLUDING WITHOUT LIMITATION: (A) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY, OR ANY OF THE EXISTING IMPROVEMENTS THEREON (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (B) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER, (C) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY, (D) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, OR ANY OF THE THEN EXISTING IMPROVEMENTS THEREON, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY OR ANY OF THE THEN EXISTING IMPROVEMENTS THEREON FOR ANY PARTICULAR PURPOSE, (E) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY, (F) THE COMPLIANCE OF THE PROPERTY, OR ANY OF THE THEN EXISTING IMPROVEMENTS THEREON, OR OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY, (G) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY, THE THEN EXISTING IMPROVEMENTS THEREON, OR THE ADJOINING OR NEIGHBORING PROPERTY, AND (H) THE CONDITION OF TITLE TO THE PROPERTY. THE DEVELOPER AFFIRMS THAT THE DEVELOPER HAS NOT RELIED ON THE SKILL OR JUDGMENT OF THE COUNTY OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY, OR ANY OF THE THEN EXISTING IMPROVEMENTS THEREON, FOR ANY PARTICULAR PURPOSE, AND THAT THE COUNTY MAKES NO WARRANTY THAT THE PROPERTY, OR ANY THEN EXISTING IMPROVEMENTS THEREON IS FIT FOR ANY PARTICULAR PURPOSE. THE DEVELOPER ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT AND MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE PROPERTY, AND THE THEN EXISITNG IMPROVEMENTS THEREON, AND SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY, AND THE THEN EXISTING IMPROVEMENTS THEREON (INCLUDING, WITHOUT LIMITATION, WHETHER THE PROPERTY IS LOCATED IN ANY AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). THE DEVELOPER UNDERTAKES

AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY.

(b) Survival. The terms and conditions of this Section shall expressly survive the Closing, shall not merge with the provisions of the County Grant Deed, or any other closing documents and shall be deemed to be incorporated by reference into the County Grant Deed. The County is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property, or any then existing improvements thereon, furnished by any contractor, agent, employee, servant or other person. The Developer acknowledges that the Purchase Price reflects the "as is" nature of this conveyance and any faults, liabilities, defects or other adverse matters that may be associated with the Property, and the then existing improvements thereon. The Developer has fully reviewed the disclaimers and waivers set forth in this Agreement with the Developer's counsel and understands the significance and effect thereof.

(c) Acknowledgment. The Developer acknowledges and agrees that (i) to the extent required to be operative, the disclaimers of warranties contained in Section hereof are "conspicuous" disclaimers for purposes of all applicable laws and other legal requirements, and (ii) the disclaimers and other agreements set forth in such sections are an integral part of this Agreement, that the Purchase Price has been adjusted to reflect the same and that the County would not have agreed to convey the Property, and the then existing improvements thereon, to the Developer without the disclaimers and other agreements set forth in this Section.

(d) Developer's Release of the County. Except in the case of the County's gross negligence, fraud, willful misconduct, material misrepresentation or County Event of Default, the Developer, on behalf of itself and anyone claiming by, through or under the Developer hereby waives its right to recover from and fully and irrevocably releases the County, and its board members, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility and/or liability that the Developer may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property, the then existing improvements thereon, or each of their suitability for any purpose whatsoever, (ii) any presence of Hazardous Materials, and (iii) any information furnished by the Released Parties under or in connection with this Agreement.

(e) Scope of Release. The release set forth in Section 4.6(d) hereof includes claims of which the Developer is presently unaware or which the Developer does not presently suspect to exist which, if known by the Developer, would materially affect the Developer's release of the Released Parties. The Developer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Developer agrees, represents and warrants that the Developer realizes and acknowledges that factual matters now unknown to the Developer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Developer further agrees,

represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Developer nevertheless hereby intends to release, discharge and acquit the Released Parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, the Developer, on behalf of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks and hereby expressly waives any right the Developer and anyone claiming by, through or under the Developer, may have under Section 1542 of the California Civil Code, which reads as follows:

> **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**
>
> **Developer's Initials:** _____

Notwithstanding the foregoing, this release shall not apply to, nor shall the County be released from, the County's gross negligence, fraud, or material misrepresentation, willful misconduct, or a County Event of Default.

Section 4.7 Costs of Escrow and Closing. Ad valorem taxes, if any, shall be prorated as of the Closing. In addition to the Purchase Price, the Developer shall pay: (i) any additional cost necessary for the Title Company to issue an ALTA "extended coverage" title insurance policy in the amount of the Purchase Price, with such endorsements as may be requested by the Developer, and (ii) one-half (1/2) of all Title Company document preparation, recordation fees and the escrow fees of the Title Company, if any, and any additional costs to close Escrow. The County shall pay: (i) the cost necessary for the Title Company to issue a CLTA "standard coverage" title insurance policy in the amount of the Purchase Price (excluding any endorsements requested by the Developer), (ii) any transfer tax due in connection with the recordation of the County Grant Deed, and (iii) the remaining one-half (1/2) of all Title Company document preparation, recordation fees and the escrow fees of the Title Company, if any, and any additional costs to close Escrow.

ARTICLE 5.
REHABILITATION OF BUILDING

Section 5.1 Rehabilitation Pursuant to Plans. Unless modified by operation of Section 5.2, the Building shall be rehabilitated substantially in accordance with the Final Construction Plans and the terms and conditions of the Applicable Land Use Approvals, the building permit(s), and all Applicable Laws.

Section 5.2 Change in Plans. If the Developer desires to make any material change to the County Required Building Elements which are not substantially consistent with the Final Construction Plans, the Developer shall submit the proposed change to the Director for its approval. No change which is required for compliance with building codes or other government health and safety regulations shall be deemed material. If the County-Required Building Elements, as modified by any such proposed change, will substantially conform to the

requirements of this Agreement, and the Final Construction Plans, the Director shall approve the change by notifying the Developer in writing.

Unless a proposed change is rejected by the Director within ten (10) working days, it shall be deemed approved. If rejected within such time period, then the County shall provide the Developer with the specific reasons therefore, and the previously approved Final Construction Plans shall continue to remain in full force and effect. Thereafter, the Developer and the Director shall use good faith efforts to address the reason for Director's rejection, taking into account the reasons for Developer's requested change and protecting Developer's substantial investment in connection with the Property as of the date of the requested change.

Section 5.3 Commencement of Rehabilitation. The Developer shall commence rehabilitation of the Building no later than the date set forth in the Schedule of Performance.

Section 5.4 Completion of Rehabilitation. The Developer shall diligently prosecute to completion of the rehabilitation of the Building no later than the date set forth in the Schedule of Performance.

Section 5.5 Compliance with Applicable Laws.

(a) The Developer shall cause all construction to be performed in compliance with (a) all Applicable Laws, now in force or that may be enacted hereafter, and (b) all rules and regulations of any fire marshal, health officer, building inspector, or other officer of every Governmental Authority now having or hereafter acquiring jurisdiction. The work shall proceed only after the payment of all applicable fees, procurement of each permit, license, or other authorization that may be required by any Governmental Authority having jurisdiction, and the Developer shall be responsible to the County for the procurement and maintenance thereof, as may be required of the Developer and all entities engaged in work on the Property.

(b) This Agreement has been prepared with the intention that the conveyance of the Property under this Agreement does not meet the definition set forth in Labor Code Section 1720(b)(3), and that, based on the Appraisal, the Property has been conveyed for its fair market value; provided, however, that nothing in this Agreement constitutes a representation or warranty by any Party regarding the applicability of the provisions of Labor Code Section 1720 et seq. To the extent required by any applicable law, the Developer shall and shall cause the contractor and subcontractors to pay prevailing wages in the rehabilitation of the Building as those wages are determined pursuant to Labor Code Sections 1720 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR") and comply with the other applicable provisions of Labor Code Sections 1720 et seq., including but not limited to the hiring of apprentices as required by Labor Code Sections 1775 et seq., and the implementing regulations of the DIR. The Developer shall and shall cause the contractor and subcontractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq., and that apprentices have been employed as required by Labor Code Section 1777.5 et seq., and, upon request by the County from time to time, the Developer shall promptly deliver or cause the delivery of such records to the County. Copies of the currently applicable per diem prevailing wages are available from the DIR. During the rehabilitation of the Building, the Developer shall or shall cause the contractor

to post at the Property the applicable prevailing rates of per diem wages. The Developer shall indemnify, hold harmless and defend (with counsel reasonably selected by the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the Developer, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to hire apprentices in accordance with Labor Code Sections 1777.5 et seq., and the implementing regulations of the DIR or comply with the other applicable provisions of Labor Code Sections 1720 et seq., and the implementing regulations of the DIR in connection with the rehabilitation of the Building or any other work undertaken or in connection with the Property.

Section 5.6 Construction Responsibilities. The Developer shall coordinate and schedule the construction and rehabilitation work to be performed so that commencement and completion of the construction will take place in accordance with this Agreement. The Developer shall be solely responsible for all aspects of the Developer's conduct in connection with the rehabilitation of the Building, including (but not limited to): (i) the quality and suitability of the Final Construction Plans, and all other construction drawings, plans and specifications for the Building, (ii) the supervision of construction work, (iii) the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers, (iv) the means, methods, or techniques utilized by the Developer or any party under direct or indirect control of the Developer, and (v) obtaining all necessary permits or approvals required by all Applicable Laws. Any review or inspection undertaken by the County with reference to the Development is solely for the purpose of determining whether the Developer is properly discharging its obligations to the County, and shall not be relied upon by the Developer or by any third parties as a warranty or representation by the County.

Section 5.7 Inspections. The Developer shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection of the County Required Building Elements by the Director, upon reasonable notice, during reasonable business hours for the purposes of determining compliance with this Agreement. The Developer acknowledges that the Director is under no obligation to supervise, inspect, or inform the Developer of the progress of construction, or operations and the Developer shall not rely upon the Director therefore. Any inspection by the Director during the construction of the County Required Building Elements is entirely for its purposes in determining whether the Developer is in compliance with this Agreement and is not for the purpose of determining or informing the Developer of the quality or suitability of construction. As more particularly set forth in Section 5.6, the Developer shall rely entirely upon its own supervision and inspection in determining the quality and suitability of the materials and work, and the performance of architects, subcontractors, and material suppliers.

Section 5.8 Certificate of Completion. Within thirty (30) days after completion of the construction of the Building, in accordance with those provisions of this Agreement relating solely to the obligations of the Developer to construct and rehabilitate the Building (including the dates for beginning and completing the rehabilitation of the Building), the Director shall provide an instrument so certifying the completion of the rehabilitation of the Building (the "Certificate of Completion"). A form of the Certificate of Completion is attached as Exhibit H. The Certificate of Completion shall be conclusive determination that the covenants in this Agreement

with respect to the obligations of the Developer to rehabilitate the Building, as set forth in this Article, have been met. In no event shall the Developer's obligation to comply with on-going monitoring or mitigation of Hazardous Materials be deemed to be a condition to the County's obligation to issue the Certificate of Completion. The certification shall be in such form as will enable the Certificate of Completion to be recorded among the official records of Alameda County. Such Certificate of Completion shall not have any effect on the Term of this Agreement (other than to establish the date on which the Term shall expire, which date shall be eleven (11) years following the date of the recordation of the Certificate of Completion), shall not constitute evidence of compliance with the requirements of Section 5.5 or satisfaction of any obligation of the Developer to any holder of a deed of trust securing money loaned to finance the Development, shall not be deemed a notice of completion under the California Civil Code, nor a certificate of occupancy and shall neither hinder nor convey any rights to occupy any portion of the Building. The Parties agree and acknowledge that upon the recordation of the Certificate of Completion the rights granted to the County pursuant to Article 7, and the remedy set forth in Article 9 shall be of no further force or effect.

Section 5.9 Estoppel Certificate; Non-Disturbance Agreement; Memorandum of Lease. Within ten (10) days after the written request of the Developer, the Director shall issue to the Developer an estoppel certificate regarding this Agreement stating: (i) whether this Agreement is in full force and effect, enforceable according to its terms and there is then currently in existence no uncured default by the Developer, or stating that a Developer Event of Default exists, and the actions necessary to cure such default (if any), and (ii) such other matters as the Developer may reasonably request. Such estoppel certificate may be relied on by third parties as set forth in such certificate. Within ten (10) days after the written request of the Developer, the Director shall execute a non-disturbance agreement, or similar agreement, in favor of any tenant of the Property (subject to the requirements of Article 6) regarding the tenant's right to remain in possession of the portion of the Development leased to such tenant, following a Developer Event of Default, or that a Developer Event of Default will not terminate, or otherwise impair such tenant's rights. Such agreement shall be in a form and substance reasonably acceptable to the Director; provided, however, in no event shall the Director have any obligation to execute an agreement that attempts to limit or impair the County's rights set forth in Article 6. Within ten (10) days after the written request of the Developer, the Director shall execute a memorandum of lease, or similar agreement, in favor of any tenant of the Property (subject to the requirements of Article 6) regarding such lease. Such agreement shall be in a form and substance reasonably acceptable to the Director; provided, however, in no event shall the Director have any obligation to execute an agreement that attempts to limit or impair the County's rights set forth in Article 6.

ARTICLE 6.
ONGOING DEVELOPER OBLIGATIONS

Section 6.1 Applicability. The conditions and obligations set forth in this Article 6 shall apply throughout the Term, unless a different period of applicability is specified for a particular condition or obligation. The issuance of the Certificate of Completion, if any, shall have no effect on the Developer's obligation to comply with the requirements of this Article.

Section 6.2 Use.

(a) Limitation on Use of Property. The Developer hereby agrees that, for the entire Term, the Property shall be used in accordance with: (i) all Applicable Laws, including but not limited to, the Specific Plan, (ii) the Permitted Uses (subject to the limitations set forth in this Agreement), and (iii) the Director-Approved Uses, as more particularly set forth in Exhibit G, and subject to the approval of the Director as set forth in Section 6.2(b), below. No other use of the Property, except for the Permitted Uses (subject to the limitations set forth in this Agreement), and the Director-Approved Uses (subject to the approval of the Director as set forth in Section 6.2(b), below) are permitted. The Developer further agrees and acknowledges that, during the Term, this Agreement limits the use of the Property by requiring the prior written approval by the Director of certain specified uses as set forth in Exhibit G, and may be more limiting than uses permitted under the Applicable Laws. If the Director approves of such proposed Director-Approved Use (which the Director may, but shall have no obligation to, do), then the Developer may use the Property, or permit the use of the Property, for such Director-Approved Use; provided that the Developer has also obtained any other necessary approvals for such use from the Governmental Authorities. If the Director, acting in a good faith, commercially reasonable manner, does not approve of such proposed Director-Approved Use, then the Developer shall not, and shall not permit, the Property to be used for such proposed use.

(b) Director Approval of Tenants. The County hereby pre-approves of BevMo as the initial tenant of the Property; provided, however nothing in this Section shall be deemed to waive, limit, or impair the rights of the County as set forth in Article 3 (including, but not limited to, the right to approve the pre-leasing commitments) or requires the Developer to lease any portion of the Building to BevMo. The Developer acknowledges that certain proposed uses, and/or tenants of the Property, as more particularly described in Exhibit G, require the prior written approval of the Director which shall be granted or denied by the Director as set forth in this Section. Prior to leasing, or otherwise using, or permitting the use of, any portion of the Property for a Director-Approved Use, the Developer shall submit such proposed use to the Director. Upon receipt by the Director of the proposed Director-Approved Use, the Director shall promptly review such proposed use, and shall approve or disapprove it within thirty (30) days after submission. Such approval or disapproval shall be made in the commercially reasonable discretion of the Director, and the Director shall not unreasonably withhold, condition, or delay approval.

(c) Acknowledgement by Developer. The Developer acknowledges that: (i) subject to Section 6.2(b), the Director is under no obligation to approve of any proposed Director-Approved Use submitted by the Developer, (ii) due to the Director's disapproval of a proposed Director-Approved Use the Developer may suffer economic loss or other consequences related to the failure of the Director to approve of such proposed use, including, but not limited to, economic loss or other consequences due to the Developer's inability to operate, or to permit the operation of, a particular form of business at the Property, and (iii) the Developer, on behalf of itself and anyone claiming by, through or under the Developer specifically releases and waives any claim against the County for such loss or economic consequences in connection with the disapproval of such proposed use by the Director. The Developer, on behalf of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks and hereby expressly waives any right the Developer and anyone claiming by, through or under

the Developer, may have under Section 1542 of the California Civil Code, which reads as follows:

> **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**
>
> **Developer's Initials:** _____

Section 6.3 Maintenance. The Developer agrees, for the entire Term of this Agreement, to maintain (or cause to be maintained) all exterior improvements, including landscaping, of the Development in first-class condition, repair and sanitary condition (and, as to landscaping, in a healthy condition), and all in accordance with Applicable Laws and the Parking Agreement.

The Developer shall keep the Development free from all graffiti and any accumulation of debris or waste material. The Developer shall promptly make all repairs and replacements necessary to keep the Development in first-class condition and repair and shall promptly eliminate all graffiti and replace dead and diseased plants and landscaping with comparable materials.

In the event that the Developer breaches any of the covenants contained in this Section and such default continues for a period of ten (10) days after written notice from the Director, with respect to graffiti, debris, waste material, and general maintenance (provided, however, if a period longer than ten (10) days is necessary to correct such breach, then the Developer shall commence to cure such breach within ten (10) days, and shall thereafter pursue such cure to completion as reasonably possible, but in no event to exceed sixty (60) days), or thirty (30) days after written notice from the Director, with respect to landscaping and building improvements, and subject to any stricter requirements included in any Applicable Law (provided, however, if a period longer than thirty (30) days is necessary to correct such breach, then the Developer shall commence to cure such breach within thirty (30) days, and shall thereafter pursue such cure to completion as reasonably possible, but in no event to exceed sixty (60) days) then the County, in addition to whatever other remedy it may have under this Agreement, at law or in equity, shall have the right to enter upon the Development and perform or cause to be performed all such acts and work necessary to cure the default. By execution of this Agreement, the Developer is deemed to have provided such irrevocable right of entry to the County. Pursuant to such right of entry, the County shall be permitted (but is not required) to enter upon the Development and perform all acts and work necessary to protect, maintain and preserve the exterior components of the Building and landscaped areas of the Property, and to attach a lien on the Developer's fee interest in the Property, or to assess the Developer's fee interest in the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure; provided, however such lien shall be subordinate to all Security Financing Interests. The Developer shall promptly pay to the County, as applicable, the actual amount of the expenditure arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure. The foregoing provisions shall be

covenants running with the land until expiration of the Term, enforceable by the County (or its successors or assigns).

Section 6.4 Mandatory Language in All Subsequent Deeds, Leases and Contracts. For such time as required by any Applicable Law, all deeds, leases or contracts entered into by Developer as to any portion of the Property or the Building shall contain the following language:

(a) In Deeds:

"(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

(b) In Leases:

"(1) Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the

Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

(c) In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

Section 6.5 Hazardous Materials.

(a) Covenants.

(1) No Hazardous Materials Activities. During the Term, the Developer shall not cause or permit the Property, or the Building thereon to be used as a site for the use, generation, manufacture, storage, treatment, release, discharge, disposal, transportation or presence of any Hazardous Materials (unless otherwise approved by the Director in accordance with Section 6.2).

(2) Hazardous Materials Laws. During the Term, the Developer shall comply, and cause the Development to comply, with Hazardous Materials Laws, including without limitation, those relating to soil and groundwater conditions. For the purposes of this subsection, the County acknowledges that so long as the Developer is in compliance with the Monitoring Requirements, the Developer shall be deemed to be in compliance with this Section 6.5(a)(2) with respect to Hazardous Materials related to the Monitoring Requirements, and with Hazardous Materials Laws applicable to any Hazardous Materials subject to the Monitoring Requirements.

(3) Notices. During the Term, the Developer shall immediately notify the County in writing of: (i) the discovery of any Hazardous Materials on or under the Property not previously disclosed in the Hazardous Materials Reports; (ii) any knowledge by the Developer that the Property does not comply with any Hazardous Materials Laws unless previously disclosed in the Hazardous Materials Reports; (iii) any claims or actions pending or threatened against the Developer, or the Development by any Governmental Authority or any

other person or entity relating to Hazardous Materials or pursuant to any Hazardous Materials Laws (collectively "Hazardous Materials Claims"); and (iv) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property, that could cause the Property, or any part thereof to be designated as "border zone property" under the provisions of California Health and Safety Code Sections 25220, et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Development under any Hazardous Materials Laws unless previously disclosed in the Hazardous Materials Reports. The County shall have the right, at its sole cost and expense, to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims.

(b) Indemnity. Without limiting the generality of the indemnification set forth in Section 11.6 below, the Developer hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the County) the County, the Board of Supervisors, the County's officers, and employees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorney's fees and expenses), arising directly or indirectly, in whole or in part, out of: (1) the failure of the Developer or any other person or entity to comply with any Hazardous Materials Law relating in any way whatsoever to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Materials into, on, under or from the Development on or after the Closing; (2) the presence in, on or under the Development of any Hazardous Materials or any releases or discharges of any Hazardous Materials into, on, under or from the Development to the extent it arises on or after the Closing; or (3) any activity carried on or undertaken on or off the Development, subsequent to the Closing, and whether by the Developer or any successor in title or any employees, agents, contractors or subcontractors of the Developer or any successor in title, or any third persons at any time occupying or present on the Development, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials at any time located or present on or under the Development. The foregoing indemnity shall further apply to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials after the Closing, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws; provided, however such foregoing indemnity does not apply to the County's acts or failure to act prior to the Closing. The provisions of this subsection shall survive expiration of the Term or other termination of this Agreement, and shall remain in full force and effect.

Section 6.6 Insurance Requirements.

The Developer shall maintain and keep in force, at the Developer's sole cost and expense, and otherwise comply with the County's insurance requirements as set forth in Exhibit K (and for the purposes of such exhibit the Developer is referred to as "Contractor" and the Developer's general contractor is referred to as a "subcontractor".

ARTICLE 7.
ASSIGNMENT AND TRANSFERS

Section 7.1 Definitions. As used in this Article, the term "Transfer" shall apply from the Execution Date until the issuance of the Certificate of Completion, and means:

(a) Any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode or form, of or with respect to this Agreement or of the Development or any part thereof or any interest therein or any contract or agreement to do any of the same; or

(b) Any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode or form, of or with respect to any Controlling interest in Developer or any contract or agreement to do any of the same; or

(c) Any merger, consolidation, sale or lease of all or substantially all of the assets of Developer.

Section 7.2 Purpose of Restrictions on Transfer. This Agreement is entered into solely for the purpose of development and operation of the Development and its subsequent use in accordance with the terms hereof during the Term. The Developer recognizes that the qualifications and identity of the Developer are of particular concern to the County, in view of:

(a) The importance of the development of the Property to the general welfare of the community; and

(b) The reliance by the County upon the unique qualifications and ability of the Developer to serve as the catalyst for development of the Property and upon the continuing interest which the Developer will have in the Property to assure the quality of the use, operation and maintenance deemed critical by the County in the development of the Property; and

(c) The fact that a change in ownership or control of the owner of the Property, or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in ownership or with respect to the identity of the parties in Control of the Developer or the degree thereof is for practical purposes a transfer or disposition of the Property; and

(d) The importance to the County and the community of the standards of use, operation and maintenance of the Property; and

(e) The Developer further recognizes that it is because of such qualifications and identity that the County is entering into this Agreement with the Developer and that Transfers are permitted only as provided in this Agreement.

Section 7.3 Prohibited Transfers. The limitations on Transfers set forth in this Section shall apply until the issuance of the Certificate of Completion pursuant to Section 5.8, above, and following the issuance of the Certificate of Completion, this Article shall be of no further force or effect. Except as expressly permitted in this Agreement, the Developer represents and agrees that the Developer has not made or created, and will not make or create or suffer to be made or

created, any Transfer, either voluntarily or by operation of law without the prior written approval of the Director.

Any Transfer made in contravention of this Section shall be void and shall be deemed to be a Developer Event of Default under this Agreement whether or not the Developer knew of or participated in such Transfer.

Section 7.4 Permitted Transfers. Notwithstanding the provisions of Section 7.3, the following Transfers shall be permitted and are hereby approved by the County:

(a) Any Transfer creating a Security Financing Interest permitted pursuant to the approved Financing Plan;

(b) Any Transfer directly resulting from the foreclosure of a Security Financing Interest or the granting of a deed in lieu of foreclosure of a Security Financing Interest or as otherwise permitted under Article 10; provided, however, any subsequent Transfer by the holder of the Security Financing Interest, including, but not limited to, the commencement of any legal proceeding for the appointment of a receiver, the Transfer of the fee interest in the Property, or otherwise, shall be subject to the requirements of Section 7.5 and Section 7.6.

(c) Any Transfer to an entity under the Control of the Developer or Greensfelder, provided that, (i) the Developer has submitted such entity's organizational documents to the Director and the Director has determined that such entity is under the Control of the Developer or Greensfelder, and (ii) upon such Transfer, the transferee, by an instrument in writing prepared by the County and in form recordable among the official records, shall expressly assume the obligations of the Developer under this Agreement and agrees to be subject to the conditions and restrictions to which the Developer is subject arising during this Agreement.

Section 7.5 Effectuation of Certain Permitted Transfers. No Transfer of this Agreement permitted pursuant to Section 7.4 shall be effective unless, at the time of the Transfer, the person or entity to which such Transfer is made, by an instrument in writing, in reasonable content mutually acceptable to the Parties, and in form recordable among the official records, shall expressly assume the obligations of the Developer under this Agreement and agree to be subject to the conditions and restrictions to which the Developer is subject arising during this Agreement, to the fullest extent that such obligations are applicable to the particular portion of, or interest in, the Development conveyed in such Transfer. Such agreement shall provide that the transferor shall be released, to the fullest extent possible, from any and all obligations of, and liability under this Agreement provided that the transferee accepts all such obligations and liability, including, but not limited to, the obligations expressly contained in this Agreement to indemnify the County for claims arising prior to the effectuation of the Transfer. Anything to the contrary notwithstanding, the holder of a Security Financing Interest whose interest shall have been acquired by, through or under a Security Financing Interest shall not be required to give to County such written assumption until such holder or other person is in possession of the Property or entitled to possession thereof pursuant to enforcement of the Security Financing Interest.

In the absence of specific written agreement by the Director, no such Transfer, assignment or approval by the Director shall be deemed to relieve the Developer or any other party from any obligations under this Agreement.

Section 7.6 Other Transfers with Director Consent. The Director may, in the Director's reasonable discretion, approve in writing other Transfers as requested by the Developer. In connection with such request, there shall be submitted to the Director for review all instruments and other legal documents proposed to affect any such Transfer. If a requested Transfer is approved by the Director such approval shall be indicated to the Developer in writing. Such approval shall be granted or denied by the Director within thirty (30) days after receipt by the Director of Developer's request for approval of a Transfer. If a requested Transfer is not approved or disapproved by the Director within such thirty (30) day period, then such Transfer shall be deemed approved. Upon such approval, if granted (or deemed granted), then, to the extent applicable, the transferee, by an instrument in writing prepared by the County and in form recordable among the land records, shall expressly assume the obligations of the Developer under this Agreement and agree to be subject to the conditions and restrictions to which the Developer is subject arising during this Agreement, to the fullest extent that such obligations are applicable to the particular portion of or interest in the Development conveyed in such Transfer.

ARTICLE 8.
DEFAULT AND REMEDIES

Section 8.1 General Applicability. The provisions of this Article shall govern the Parties' remedies for breach or failure of this Agreement.

Section 8.2 No Fault of Parties. The following events constitute a basis for a party to terminate this Agreement without the fault of the other:

(a) The Developer does not approve of the Property in accordance with Section 3.1;

(b) The Developer does not approve of the Parking Agreement in accordance with Section 3.12, or the Parking Agreement is not recorded in accordance with Section 3.12;

(c) The Developer, despite good faith and diligent efforts, is unable to satisfy all of the conditions precedent to the County's obligation to execute the County Grant Deed set forth in this Agreement by no later than the dates set forth in the Schedule of Performance; or

(d) The County, despite good faith and diligent efforts, is unable to execute the County Grant Deed and convey the Property to the Developer, and the Developer is otherwise entitled to the conveyance of the Property, due to any law in effect as of the Execution Date, or that may come into effect following the Execution Date, including, but not limited to any amendment to the provisions of the California Health & Safety Code authorized by ABx1 26 (2011) or AB 1484 (2012), or any rule, regulation, or guideline in connection with the implementation, or interpretation, of such law(s) by DOF, or any other Governmental Authority (including, but not limited to, any decision by a court of competent jurisdiction). In the event of

any conflict between the terms of this subsection and any other term of this Agreement, the terms of this subsection shall control.

Upon the happening of any of the above-described events, and at the election of either party, this Agreement may be terminated by written notice to the other party. After termination, the Deposit (if made) shall be returned to the Developer, and neither party shall have any rights against or liability to the other under this Agreement, except that the waiver and indemnification provisions set forth herein shall survive such termination and remain in full force and effect.

Section 8.3 Fault of County.

(a) County Event of Default. Except as to events constituting a basis for termination under Section 8.2, the following events each constitute a County Event of Default and a basis for the Developer to take action against the County, subject to any applicable notice and cure period set forth below:

(1) The County, without good cause, fails to convey the Property to the Developer within the time and in the manner set forth in this Agreement and the Developer is otherwise entitled by this Agreement to such conveyance; or

(2) Any representation or warranty contained in this Agreement or in any document or report made by the County and submitted to the Developer in connection with this Agreement proves to have been incorrect in any material and adverse respect when made; or

(3) A court having jurisdiction shall have made or entered any decree or order (1) adjudging the County to be bankrupt or insolvent, (2) appointing a receiver, trustee, liquidator, or assignee of the County or for any of their properties, if any such decree or order described in clauses (1) or (2) shall have continued unstayed or undischarged for a period of ninety (90) days; or

(4) The County breaches any other material provision of this Agreement; or

(5) The County fails to complete the improvements set forth in the Parking Agreement by the date set forth in the Schedule of Performance.

(b) Notice and Cure Period. Upon the happening of any of the above-described events, the Developer shall first notify the County in writing of its purported breach or failure, giving the County forty-five (45) days from receipt of such notice to cure or, if cure cannot be accomplished within forty-five (45) days, to commence to cure such breach, failure, or act. In the event the County does not then so cure within said forty-five (45) days, or if the breach or failure is of such a nature that it cannot be cured within forty-five (45) days, the County fails to commence to cure within such forty-five (45) days and thereafter diligently complete such cure within a reasonable time thereafter but in no event later than ninety (90) days, then the Developer shall be afforded the rights set forth below.

(c) General Developer Remedies. Following a County Event of Default under Section 8.3(a)(1)-(4), the Developer may pursue against the County all of its rights at law or in

equity, including without limitation: (1) terminating in writing this Agreement (provided, however, that the waiver and indemnification provisions set forth herein shall survive such termination); (2) prosecuting an action for specific performance; or (3) prosecuting an action for damages.

(d) Limited Remedy for Parking Agreement. Following a County Event of Default under Section 8.3(a)(5), the Developer may pursue against the County all of its rights at law or in equity, including without limitation: (1) terminating in writing this Agreement (provided, however, that the waiver and indemnification provisions set forth herein shall survive such termination); (2) prosecuting an action for specific performance; or (3) prosecuting an action for damages. Notwithstanding the foregoing, in the event the Developer obtains a judgment against the County for damages, then, the Developer shall not seek, nor shall the Developer be entitled to receive, and the County's liability shall not exceed the amount of Five Hundred Thousand Dollars ($500,000), plus attorneys' fees in accordance with Section 11.20. The Parties hereby acknowledge and agree that the limitation on the Developer's ability to recover, and the County's liability for, damages arising out of a County Event of Default under Section 8.3(a)(5) have been separately negotiated by the Parties. The Developer hereby covenants and agrees that the Developer shall be estopped from asserting any claim for damages in excess of the amount set forth above, and that such amount is intended to include all damages the Developer could claim or otherwise obtain in conjunction with such County Event of Default, including, but not limited to, actual damages, compensatory damages, consequential damages, damages for restitution, or damages in any other form. In the event of conflict between the terms of this Section 8.3(d) and any other provision of this Agreement, the terms of this Section 8.3(d) shall govern.

Section 8.4 Fault of Developer.

(a) Developer Events of Default. Except as to events constituting a basis for termination under Section 8.2, the following events each constitute a Developer Event of Default and a basis for the County to take action against the Developer, subject to any applicable notice and cure period set forth below:

(1) The Developer fails to exercise good faith and diligent efforts to satisfy, within the time set forth in the Schedule of Performance, one or more of the conditions precedent to the County's obligation to convey the Property to the Developer; or

(2) The Developer refuses to execute the County Grant Deed within the time set forth in the Schedule of Performance and under the terms set forth in Article 4 despite the County's fulfillment of its obligations under this Agreement; or

(3) The Developer constructs or attempts to rehabilitate the Building or otherwise redevelop the Property in violation of Article 5; or

(4) The Developer has not satisfied all preconditions set forth in this Agreement to commencement of rehabilitation of the Building by the date set forth in the Schedule of Performance, or fails to commence or complete the rehabilitation of the Building, as evidenced by the issuance of the Certificate of Completion, within the times set forth in the Schedule of Performance, or abandons or suspends rehabilitation of the Building prior to

completion of all construction for a period of thirty (30) consecutive days after written notice by the County of such abandonment or suspension; or

(5) The Developer fails to comply with any obligation or requirement set forth in Article 6; or

(6) A Transfer occurs, either voluntarily or involuntarily, in violation of Article 7; or

(7) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the County in connection with this Agreement proves to have been incorrect in any material and adverse respect when made; or

(8) A court having jurisdiction shall have made or entered any decree or order (1) adjudging the Developer to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for the Developer under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of their properties, or (4) directing the winding up or liquidation of the Developer, if any such decree or order described in clauses (1) to (4), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days unless a lesser time period is permitted for cure under any other mortgage on the Property, in which event such lesser time period will apply under this subsection (i) as well; or the Developer shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (1) to (4), inclusive; or

(9) The Developer shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event (unless a lesser time period is permitted for cure under any other mortgage on the Property, in which event such lesser time period shall apply under this subsection (i) as well) or prior to sooner sale pursuant to such sequestration, attachment, or execution; or

(10) The Developer shall have voluntarily suspended its business or, if the Developer is a partnership, the partnership shall have been dissolved or terminated; or

(11) The Developer breaches any other material provision of this Agreement.

(b) Notice and Cure Period. Upon the happening of any of the above-described events, the County shall first notify the Developer in writing of its purported breach, failure or act above described, giving the Developer in writing forty-five (45) days from receipt of such notice to cure, or, if cure cannot be accomplished within said forty-five (45) days, to commence to cure such breach, failure, or act. In the event the Developer fails to cure within said forty-five (45) days, or if such breach is of a nature that it cannot be cured within forty-five

(45) days, Developer fails to commence to cure within said forty-five (45) days and diligently complete such cure within a reasonable time thereafter but in no event later than ninety (90) days, then the County shall be afforded all of its rights at law or in equity by taking any or all of the following remedies as set forth below.

(c) Prior to Close of Escrow/Liquidated Damages. **IN THE EVENT THAT THE ESCROW AND THIS TRANSACTION FAIL TO CLOSE, AS A RESULT OF THE DEFAULT OF DEVELOPER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, THE COUNTY AND THE DEVELOPER AGREE THAT THE COUNTY WILL SUSTAIN DAMAGES, AND THAT COUNTY'S ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO DETERMINE. THE PARTIES THEREFORE AGREE THAT IN THE EVENT THAT ESCROW AND THIS TRANSACTION FAIL TO CLOSE AS A RESULT OF A DEVELOPER EVENT OF DEFAULT, AND THE COUNTY IS READY, WILLING AND ABLE TO PERFORM ITS OBLIGATIONS HEREUNDER, THE COUNTY, AS THE COUNTY'S SOLE AND EXCLUSIVE REMEDY, SHALL BE ENTITLED TO THE DEPOSIT AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE RESULTING DAMAGES WILL BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ASCERTAIN, AND THEREFORE, THE PARTIES AGREE AFTER NEGOTIATION BETWEEN THEM THAT RETENTION OF THE DEPOSIT, AS LIQUIDATED DAMAGES, WILL BE AN APPROPRIATE FORM OF COMPENSATION TO THE COUNTY. BY PLACING THEIR INITIALS IN THE SPACE BELOW, BOTH PARTIES AGREE TO THE LIQUIDATED DAMAGES SET FORTH ABOVE. IN THE EVENT ESCROW FAILS TO CLOSE AS A RESULT OF THE DEVELOPER EVENT OF DEFAULT AND THE COUNTY IS READY, WILLING AND ABLE TO PERFORM ITS OBLIGATIONS HEREUNDER, THEN (A) FOLLOWING THE COUNTY'S RECEIPT OF THE DEPOSIT, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE DEVELOPER AND COUNTY HEREUNDER AND THE ESCROW CREATED HEREBY SHALL TERMINATE (EXCEPT THOSE PROVISIONS SPECIFIED TO SURVIVE THE TERMINATION OF THIS AGREEMENT), AND (B) THE TITLE COMPANY SHALL, AND IS HEREBY AUTHORIZED AND INSTRUCTED TO, RETURN PROMPTLY TO THE DEVELOPER AND THE COUNTY ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED THE SAME. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE COUNTY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE COUNTY HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. THE COUNTY AND THE DEVELOPER ACKNOWLEDGE THAT**

THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION, AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

COUNTY'S INITIALS: **DEVELOPER'S INITIALS:**

(d) After Close of Escrow. In the event of a Developer Event of Default after the Close of Escrow, then the County may pursue any or all of the following remedies:

(1) Termination of this Agreement by written notice to the Developer; provided, however, that the County's remedies pursuant to this Agreement and the waiver and indemnification provisions of this Agreement shall survive such termination;

(2) Prosecuting an action for damages, injunctive relief, or specific performance; and/or

(3) The remedy specified in Article 9; provided, however, in no event shall the remedy set forth in Article 9 apply to a Developer Event of Default under Section 8.4 following the issuance of the Certificate of Completion.

Section 8.5 Right to Cure at Developer's Expense. The Developer shall promptly provide to the County any notice of default the Developer receives from a holder of a Security Financing Interest. The County shall have the right, but not the obligation, to cure any monetary default by the Developer under any Security Financing Interest in the event the Developer has failed to cure such default no later than two (2) days prior to the expiration of the applicable cure period. The Developer agrees to reimburse the County for any funds advanced by the County to cure a monetary default by the Developer upon demand therefor, together with interest thereon at the lesser of the rate of ten percent (10%) per annum or the maximum rate permitted by law from the date of expenditure until the date of reimbursement.

Section 8.6 Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise. Neither the failure nor any delay to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 9.
OPTION TO PURCHASE

Section 9.1 Option to Repurchase, Reenter and Repossess.

(a) In addition to the other remedies set forth above, the County shall have the additional right at its option to repurchase, reenter and take possession of the Property, with all improvements thereon, if after conveyance of title to the Property, and prior to the issuance of the Certificate of Completion, there is a Developer Event of Default pursuant to Section 8.4.

(b) To exercise its right to repurchase, reenter and take possession, the County shall pay to the Developer in cash an amount equal to the Purchase Price paid to the County. By execution of this Agreement, the Developer hereby agrees to accept such payment from the

County and to execute such documents reasonably necessary to effectuate the County's option to acquire the Property from the Developer pursuant to this Section, including, but not limited to a grant deed. Upon vesting in the County of title to all or a portion of the Property, the County shall promptly use its best efforts to resell the Property at its fair market value, subject to a requirement that the Property be developed in accordance with this Agreement. Upon any resale of the Property or portion thereof by the County, the County shall apply such sale proceeds, to the extent available, as follows:

(1) To the Developer, the fair market value of any improvements existing on the Property at the time of the repurchase, reentry and repossession; less

(A) Any gains or income withdrawn or made by the Developer from the Property or the improvements thereon; less

(B) The value of any unpaid liens or encumbrances on the Property which the County assumes or takes subject to said encumbrances.

(2) The remaining sale proceeds, if any, shall be retained by the County.

In the event the proceeds from the sale of the Property by the County are not sufficient to reimburse the Developer for the costs incurred by the Developer, as set forth in subsection (1), above (if any), then, the Developer acknowledges that it shall have no further, or additional, claim against the County for such unreimbursed costs.

Section 9.2 Rights of Mortgagees. Any rights of the County under Section 9.1 above, shall not defeat, limit or render invalid: (i) any lease or Security Financing Interest permitted by this Agreement or otherwise consented to by the County in writing, or (ii) any rights provided for in this Agreement for the protection of the holder(s) of Security Financing Interest(s) in the Property. To the extent required by the holder of a Security Financing Interest, payments required to be made by the County to the Developer pursuant to Section 9.1 may be made directly to the holder of a Security Financing Interest. In such event, the County shall deliver such funds directly to the holder of a Security Financing Interest, and such payment by the County shall be deemed to satisfy the County's obligations to pay funds to the Developer under Section 9.1.

Section 9.3 Termination of Rights Under Article 9. Any rights of the County under Section 9.1, above shall terminate upon the issuance of the Certificate of Completion as set forth in Section 5.8, above.

ARTICLE 10.
SECURITY FINANCING AND RIGHTS OF HOLDERS

Section 10.1 No Monetary Encumbrances Except for Development Purposes. Notwithstanding any other provision of this Agreement, mortgages and deeds of trust, or any other reasonable method of security are permitted to be placed upon the Developer's fee interest in the Property but only for the purpose of securing financing for the Development. Mortgages,

deeds of trust, or other reasonable security instruments securing loans are each referred to as a "Security Financing Interest." The words "mortgage" and "deed of trust" as used in this Agreement include all other appropriate modes of financing real estate acquisition, construction, and land development.

Section 10.2 Holder Not Obligated to Construct. Except as set forth in Section 10.3, the holder of any Security Financing Interest authorized by this Agreement is not obligated to rehabilitate or complete the rehabilitation of the Building or to guarantee such rehabilitation or the completion of the rehabilitation of the Building. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or the rehabilitation of the Building provided for or authorized by this Agreement, or to effectuate a Transfer except as set forth in Article 7.

Section 10.3 Notice of Default and Right to Cure. Whenever the County pursuant to its rights set forth in Article 8 of this Agreement delivers any notice of default, or similar notification, to the Developer with respect to the commencement, completion, or cessation of the rehabilitation of the Building, the County shall at the same time deliver to each holder of record of any Security Financing Interest creating a lien upon the Developer's fee interest in the Property, or any portion thereof, a copy of such notice or demand. Each holder of a Security Financing Interest shall (insofar as the rights of the County are concerned) have the right, but not the obligation, at its option, within the applicable cure period set forth in Section 8.4, to cure or remedy or commence to cure or remedy any such default or breach affecting the Property which is subject to the lien of the Security Financing Interest held by such holder and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the rehabilitation or completion of the rehabilitation of the Building (beyond the extent necessary to conserve or protect such improvements or construction already made) without first having expressly assumed in writing all of the Developer's duties and obligations to the County relating to the Development under this Agreement pursuant to an assignment and assumption agreement of reasonable content, prepared by the County, and in a form recordable among the land records (the "Security Financing Interest Assignment"). Pursuant to the Security Financing Interest Assignment, the holder in that event must agree to either: (i) complete the rehabilitation of the Building in the manner provided in this Agreement, and shall submit evidence satisfactory to the County that it has the qualification and financial responsibility necessary to perform such obligations, or (ii) Transfer the Property in accordance with this Agreement. Provided that the County has reasonably determined that such holder has the qualification and financial responsibility necessary to perform such obligations, the County shall execute such Security Financing Interest Assignment and recognize such holder as the "Developer" under this Agreement; provided, further, that such holder shall not be obligated to cure any Developer Event of Default that occurred prior to the date of the Security Financing Interest Assignment. To the extent reasonably necessary, the County shall agree to modify the Schedule of Performance, pursuant to the Security Financing Interest Assignment, or pursuant to a separate agreement between the County and the holder of the Security Financing Interest, to the extent necessary to provide the holder of the Security Financing Interest a commercially reasonable time period to perform such obligations, as mutually determined by such parties in conjunction with the execution of the Security Financing Interest Assignment (or such other agreement).

Any such holder properly completing the rehabilitation of the Building pursuant to this Section and the Security Financing Interest Assignment shall assume all obligations set forth herein, and shall be entitled, upon written request made to the County, to a Certificate of Completion from the County in accordance with Article 5, above.

Section 10.4 Failure of Holder to Perform under Security Financing Interest Assignment. In any case where a notice of default by the Developer for the failure to complete the rehabilitation of the Building under this Agreement has been given by the County to the holder of record of any Security Financing Interest, and such holder, having first exercised its option to be subject to this Agreement, pursuant to the Security Financing Interest Assignment described in Section 10.3, has not, within one hundred twenty (120) days after the execution of the Security Financing Interest Assignment either proceeded diligently with: (i) the rehabilitation of the Building, or (ii) the marketing of the Development with the intent to the Transfer of the Property, in accordance with Article 7, then such failure shall constitute a Developer Event of Default pursuant to Section 8.4 by such holder, and the County shall be afforded those rights against such holder it would otherwise have against Developer under this Agreement.

Section 10.5 Right of County to Satisfy Other Liens. After the conveyance of the fee interest in the Property or any portion thereof and after the Developer has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on the fee interest in the Property or any portion thereof, the County shall have the right to satisfy any such lien or encumbrances; provided, however, that nothing in this Agreement shall require the Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Developer in good faith shall contest the validity or amount therein and so long as such delay in payment shall not subject the Property or any portion thereof to forfeiture or sale.

Section 10.6 Agreements with Holder(s) of Security Financing Interests. The County shall promptly execute and acknowledge such future commercially reasonable agreements requested by the holder(s) of a Security Financing Interest(s) in connection with the provision of financing for the Property; provided, however in no event shall the County have any obligation to execute any document, including, but not limited to a Security Financing Interest Assignment, that provides for: (i) the subordination of this Agreement to a Security Financing Interest (other than an acknowledgement by the County that the County's right set forth in Section 9.1 is subordinate to the rights of the holder of a Security Financing Interest), or (ii) any request to pre-approve a Transfer by the holder of a Security Financing Interest after a foreclosure proceeding (or deed in lieu of foreclosure), or any other similar mechanism in which the holder of the Security Financing Interest obtains possession of the Property.

ARTICLE 11.
GENERAL PROVISIONS

Section 11.1 Notices, Demands and Communications. Formal notices, demands, and communications between the County and the Developer shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, by reputable overnight delivery service, or delivered personally, to the principal office of the County and the Developer as follows:

County:	County of Alameda c/o Department of Economic and Community Investment 224 West Winton Avenue, Room 110 Hayward, CA 94544 Attention: Director
Developer:	Greensfelder Commercial Real Estate LLC 955 Ordway Street, 2nd Floor Albany, CA 94706 Attention: David Greensfelder, Manager
With a copy to:	Mintz Levin Cohen Ferris Glovsky and Popeo PC 44 Montgomery Street, 36th Floor San Francisco, CA 94104 Attention: Gabriel Schnitzler

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section.

Section 11.2 Non-Liability of County Officials, Employees and Agents. No member, official, employee or agent of the County (including, but not limited to, the Director) shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the County or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

Section 11.3 Forced Delay. All of the duties and obligations of each Party, as set forth in this Agreement, are subject to the terms of this Section. The performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); adverse weather conditions (provided that such claim is documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had a material adverse impact on the Party's ability to satisfy its obligation hereunder); acts, or the failure to act, of the other Party (including, but not limited to the act or failure to act of the Director in accordance with the provisions of this Agreement, or the failure of the County to complete the improvements, as set forth in the Parking Agreement, in accordance with the provisions of this Agreement); acts or failure to act of any Governmental Authority (other than the acts or failure to act of the County in its capacity as the seller of the Property pursuant to this Agreement); or any other causes (other than Developer's inability to obtain financing for the Development) beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) days from the date the Party seeking the extension first discovered the cause (and that such cause will

result in a delay) and such extension of time is not reasonably rejected in writing by the other Party within ten (10) days after receipt of the notice. Thereafter, the Parties shall enter into an implementation agreement, in accordance with Section 11.18, to revise the Schedule of Performance to the extent reasonably necessary. Times of performance under this Agreement may also be extended in writing by the County and the Developer. In no event shall the cumulative delays exceed one hundred eighty (180) days, unless otherwise agreed to by the Parties in writing, and upon the expiration of such time period (unless otherwise agreed to by the Parties), either Party may terminate this Agreement in accordance with Section 8.2.

Section 11.4 Provision Not Merged with County Grant Deed. None of the provisions of this Agreement are intended to or shall be merged by the County Grant Deed transferring title to any real property which is the subject of this Agreement from the County to the Developer or any successor in interest, and any such grant deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 11.5 Title of Parts and Sections. Any titles of the articles, sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provision. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

Section 11.6 General Indemnification. Except to the extent caused by the County's willful misconduct or negligence, the Developer agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the County) the County, the Board of Supervisors, the County's officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of: (i) the Developer's performance or non-performance under this Agreement, or any other agreement executed pursuant to this Agreement, (ii) acts or omissions of Developer (where Developer had a duty to act), or any of Developer's contractors, subcontractors, or persons claiming under any of the aforesaid, (iii) the Developer's ownership, construction, use and operation of the Development, or (iv) the Developer's breach of this Agreement. Notwithstanding the foregoing, this Section 11.6 does not apply to a Developer Event of Default for failing to acquire the Property, and all then existing improvements thereon, in accordance with this Agreement, and in such instance the County's sole and exclusive remedy shall be as provided in Section 8.4(c). The provisions of this section shall survive expiration of the Term or any other termination of this Agreement, and shall remain in full force and effect.

Section 11.7 Applicable Law. This Agreement shall be interpreted under and pursuant to the laws of the State of California.

Section 11.8 No Brokers. Each Party represents to the other that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee, in connection with the purchase of the Property by the Developer, except as agreed to in writing by the County and Developer. If any broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings, or communications, the Party through whom the broker or finder makes this claim shall indemnify, defend with counsel of the indemnified Party's choice, and hold the indemnified Party harmless from all expense,

loss, damage and claims, including the indemnified Party's attorneys' fees, if necessary, arising out of the broker's or finder's claim. The provisions of this section shall survive expiration of the Term or any other termination of this Agreement, and shall remain in full force and effect.

Section 11.9 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 11.10 Legal Actions. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the venue for such action shall be the Superior Court of the County of Alameda.

Section 11.11 Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties hereto except that there shall be no Transfer of any interest by any of the Parties hereto except pursuant to the terms of this Agreement. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.

Throughout the Term, the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property. However, on the termination of this Agreement, such covenants and restrictions shall expire. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed, or other instrument, unless the County expressly releases the Property from the requirements of this Agreement.

Section 11.12 Parties Not Co-Venturers. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another.

Section 11.13 Time of the Essence. In all matters under this Agreement, the Parties agree that time is of the essence.

Section 11.14 Waiver of Terms and Conditions. No waiver of any default or breach by a Party hereunder shall be implied from any omission by a Party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The consent or approval by a Party to or of any act by the other Party requiring further consent or approval, including, but not limited to the approval by the Director of any Director-Approved Use, shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act. The exercise of any right, power, or remedy shall in no event constitute a

cure or a waiver of any default under this Agreement nor shall it invalidate any act done pursuant to notice of default, or prejudice the non-defaulting Party in the exercise of any right, power, or remedy hereunder or under this Agreement, unless in the exercise of any such right, power, or remedy all obligations of the defaulting Party to the non-defaulting Party are paid and discharged in full.

Section 11.15 Action by the County; Developer Acknowledgement. Except as may be otherwise specifically provided in this Agreement, whenever any approval, notice, direction, finding, consent, request, waiver, or other action by the County is required or permitted under this Agreement, including, but not limited to the rights set forth in Article 3, such action may be given, made, or taken by the Director. Any such action by the Director shall be in writing; provided, however, in no event shall the approval by the Director under any provision of this Agreement be unreasonably withheld, delayed or conditioned by the Director. Throughout the Term, in granting any approval set forth in this Agreement, the Director shall act in good faith and in a commercially reasonable manner. The Developer acknowledges that nothing in this Agreement (including any approval by the Director) shall limit, waive, or otherwise impair the authority and discretion of: (i) the County's Planning Department in connection with the review and approval of any use, or proposed use, of the Property, (ii) the County's Public Works Department in connection with the issuance of a building permit, or (iii) any other Governmental Authority, including, but not limited to any other office or department of the County acting in its capacity as a Governmental Authority.

Section 11.16 Representations and Warranties.

(a) By Developer. The Developer hereby represents and warrants to the County as follows:

(1) Organization. The Developer is a duly organized, validly existing California limited liability company, and is in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(2) Authority of Developer. The Developer has full power and authority to execute and deliver this Agreement, and the other documents to be executed and delivered pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(3) Authority of Persons Executing Documents. This Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Developer, and all actions required under the Developer's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(4) Valid Binding Agreements. This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the Developer enforceable against it in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limited the right of contracting parties generally).

(5) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Developer, or any provision of the organizational documents of the Developer, or will conflict with or constitute a breach of or a default under any agreement to which the Developer is a party, or will result in the creation or imposition of any lien upon any assets or property of the Developer, other than liens established pursuant hereto.

(6) Compliance With Laws; Consents and Approvals. The rehabilitation of the Building will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(7) Pending Proceedings. The Developer is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the Developer, threatened against or affecting the Developer, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the Developer, materially affect the Developer's ability to rehabilitate the Building.

(8) Sufficient Funds. Upon the Developer's acquisition of the Property, the Developer holds sufficient funds or binding commitments for sufficient funds to purchase the Property, and complete the rehabilitation of the Building in accordance with this Agreement.

Such representations and warranties of the Developer are limited to the actual knowledge of Greensfelder as of the Effective Date.

(b) By County. The County hereby represents and warrants to the Developer as follows, as of the Effective Date:

(1) Organization. The County is a political subdivision of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(2) Authority of County. The County has full power and authority to execute and deliver this Agreement, and the other documents to be executed and delivered pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(3) Authority of Persons Executing Documents. This Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the County, and all actions required under applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(4) Valid Binding Agreements. This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the County enforceable against it in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limited the right of contracting parties generally).

(5) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the County, or will conflict with or constitute a breach of or a default under any agreement to which the County is a party.

(6) Pending Proceedings. The County is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the Director, threatened against or affecting the County, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the County, materially affect the County's ability to convey the Property in accordance with the provisions of this Agreement.

(7) No Leases or Occupants. As of the date of the Closing, there shall be no leases in effect with respect to the Property, or any portion thereof, and there shall be no parties in possession of any portion of the Property.

(8) Due Diligence Documents. The Due Diligence Documents are true and correct copies of such documents.

Such representations and warranties of the County are limited to the actual knowledge of the Director as of the Effective Date.

Section 11.17 Complete Understanding of the Parties. This Agreement and the attached exhibits constitute the entire understanding and agreement of the Parties with respect to the matters set forth in this Agreement, and this Agreement supersedes all prior negotiations, discussions, undertakings, or agreements between the Parties. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement (including but not limited to Civil Code Section 1654 as may be amended from time to time).

Section 11.18 Operating Memoranda; Implementation Agreements.

(a) The Parties acknowledge that the provisions of this Agreement require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this Agreement. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this Agreement, including, but not limited to, the dates set forth in the Schedule of Performance. If and when, from time to time, the Parties mutually find that refinements or adjustments (including, but not limited, adjustments to the Schedule of Performance) are desirable, such refinements or adjustments shall be accomplished through operating memoranda or implementation agreements approved by the Parties which, after execution shall be attached to this Agreement as addenda and become a part hereof.

(b) Operating memoranda or implementation agreements may be executed on the County's behalf by the Director. In the event a particular subject requires notice or hearing, such notice or hearing shall be appropriately given. Any significant modification to the terms of performance under this Agreement, including but not limited to amendments or modifications to the Purchase Price (or the terms for the payment of the Purchase Price), shall be processed as an amendment of this Agreement in accordance with Section 11.19 and must be approved by the Board of Supervisors, in accordance with Applicable laws.

Section 11.19 Amendments. The Parties can amend this Agreement only by means of a writing signed by both Parties, and, to the extent applicable, following approval by the Board of Supervisors, in accordance with Applicable Laws.

Section 11.20 Attorneys' Fees. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement, to pursue any remedy as a result of any breach of this Agreement, or arising out of this Agreement or the rights and obligations of the Parties hereunder the Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorneys' fees, expenses, and costs incurred in such action (and any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Agreement).

Section 11.21 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

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IN WITNESS WHEREOF, the County and the Developer have executed this Agreement on, or as of, the Execution Date.

DEVELOPER:

GREENSFELDER COMMERCIAL REAL ESTATE LLC, a California limited liability company

By: _____

Name: DAVID GREENSFELDER

Its: MANAGER

COUNTY:

COUNTY OF ALAMEDA, a political subdivision of the State of California

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

By: _____
County Counsel

NOTE: **Parties must initial Section 8.4**
Developer must initial Section 2.2, Section 4.6 and Section 6.2

EXHIBIT B

FORM OF COUNTY GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Alameda
c/o Department of Economic and
Community Investment
224 West Winton Avenue, Room 110
Hayward, CA 94544
Attention: Director

No fee for recording pursuant to
Government Code Section 27383

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged, the County of Alameda, a political subdivision of the State of California (the "Grantor"), acting to carry out redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants to Greensfelder Commercial Real Estate LLC, a California limited liability company (the "Grantee"), the real property (the "Property") more particularly described in Exhibit A attached hereto and incorporated into this grant deed (this "Grant Deed") by this reference, and all existing improvements existing on the Property.

1. The Property is conveyed subject to the Disposition and Development Agreement entered into by and between Grantor and Grantee dated as of _____, 2014 (the "Agreement" or the "DDA"). Capitalized terms used, but not defined, in this Grant Deed, shall have the meaning set forth in the DDA.

2. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that the Grantee and such successors and assigns shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the rehabilitation of the building located on the Property (the "Improvements" or the "Building"), in accordance with the DDA, and that such rehabilitation shall be commenced and completed within the times provided in the DDA.

Promptly after completion of the rehabilitation of the Building on the Property in accordance with the provisions of the DDA, the Grantor will furnish the Grantee with the Certificate of Completion as more particularly described in Section 5.8 of the DDA. Such Certificate of Completion by the Grantor shall be a conclusive determination of the satisfaction and termination of the agreements and covenants in the DDA and in this Grant Deed with respect

to the obligations of the Grantee and its successors and assigns to rehabilitate the Improvements and the dates for the beginning and completion of such rehabilitation.

3. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that during rehabilitation of the Building and thereafter during the Term of the DDA, the Grantee shall devote the Property only to the uses specified in the DDA.

4. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that during rehabilitation of the Building and thereafter, the Grantee shall operate and maintain the Property and Building thereon in compliance with all requirements for operation and maintenance set forth in Section 6.3 of the DDA.

5. The Grantee covenants and agrees, for itself and its successors and assigns that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sexual orientation, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property and the Improvements thereon.

For such time as required by any Applicable Law, all deeds, leases or contracts made relative to the Property, Improvements thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

(a) In Deeds:

"(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

(b) In Leases:

"(1) Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

(c) In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

6. The Grantee represents and agrees that the Property will be used for the purposes of timely redevelopment as set forth in the DDA, and that the Property shall not be transferred except in accordance with Article 7 of the DDA.

7. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust, or other financing or security instrument permitted by the DDA. However, subject to Section 13, below, any successor of Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale, or otherwise.

8. The covenants contained in this Grant Deed shall be, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successor and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the Term of the DDA, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceeding, as set forth in the DDA, to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors, and such aforementioned parties.

9. If the Agreement is terminated pursuant to Section 8.4 thereof following the Close of Escrow and prior to the issuance of the Certificate of Completion for the Improvements, then the Grantor may at its option, in addition to other rights granted in the Agreement, repurchase, reenter and take possession of the Property as set forth in Article 9 of the Agreement.

10. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the right to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed. Until the Certificate of Completion has been issued, Grantee may not subject the Property to additional covenants, easements, or other restrictions without Grantor's prior written consent, not to be unreasonably withheld with respect to such easements or other instruments reasonably required for the development of the Property and the improvements contained thereon. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

11. As more particularly set forth in the DDA, the Grantee agrees to use the Property for the specific purpose of developing and operating the Improvements as set forth in the DDA and the Applicable Land Use Approvals.

12. In the event there is a conflict between the provisions of this Grant Deed and the DDA, it is the intent of the parties hereto and their successors in interest that the DDA shall control.

13. The covenants contained in this Grant Deed shall remain in effect for the Term of the DDA, and shall thereafter automatically terminate with no action being required or taken by either Party.

14. This Grant Deed may be executed and recorded in two or more counterparts, each of which shall be considered for all purposes a fully binding agreement between the parties.

Remainder of Page Left Intentionally Blank

IN WITNESS WHEREOF, the parties hereto have executed this Grant Deed this ____ day of _____, 20___.

GRANTOR:

COUNTY OF ALAMEDA, a political subdivision of the State of California

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

By: _____
County Counsel

GRANTEE:

GREENSFELDER COMMERCIAL REAL ESTATE LLC, a California limited liability company

By: _____

Name: _____

Its: _____

SIGNATURES MUST BE NOTARIZED

EXHIBIT A

PROPERTY DESCRIPTION

The land referred to herein is situated in the State of California, County of Alameda, and is described as follows:

EXHIBIT C

SCHEDULE OF PERFORMANCE

This Schedule of Performance summarizes the schedule for various, but not all, activities under the Disposition and Development Agreement (the "Agreement" or the "DDA") to which this exhibit is attached. Times for performance set forth in this Schedule of Performance are subject to Section 11.3 of the DDA, and may be amended or otherwise revised in accordance with Section 11.18 and 11.19 of the DDA. The description of items in this Schedule of Performance is meant to be descriptive only, and shall not be deemed to modify in any way the provisions of the DDA to which such items relate. Section references herein to the DDA are intended merely as an aid in relating this Schedule of Performance to other provisions of the DDA and shall not be deemed to have any substantive effect.

Whenever this Schedule of Performance requires the submission of plans or other documents at a specific time, such plans or other documents, as submitted, shall be reasonably complete and reasonably adequate for review by the Director, or any other Applicable Governmental Authority, within the time set forth herein. Prior to the time set forth for each particular submission, the Developer shall consult with the Director, and County staff, informally as necessary concerning such submission in order to assure that such submission will be complete and in a proper form within the time for submission set forth herein.

Action	**Date**
1. Execution Date. The date on which the Parties have executed the DDA.	June ____, 2014
2. Independent Consideration. The Developer shall pay the Independent Consideration to the County. [DDA § 2.4]	No later than 3 business days after the Execution Date.
3. Effective Date. The conditions to the effectiveness of the DDA have been satisfied. [DDA § 2.1]	Upon satisfaction of conditions set forth in DDA, provided such conditions are satisfied no later than December 31, 2015 (the "Effective Date").
4. Commencement of Due Diligence Period and Marketing; Right of Entry. The Due Diligence Period shall commence, and the Developer shall have the right to enter, and market, the Property. [DDA § 3.1]	As of the Effective Date.
5. Delivery of Title Report and Documents. The County shall cause the Title Company to deliver to the Developer a preliminary title report for the	No later than 3 days after the Effective Date.

Action	Date
Property, and legible copies of all exceptions. [DDA § 3.1]	
6. Deposit. The Developer shall deliver the Deposit to the Title Company. [DDA § 3.3]	No later than 10 days after the Effective Date.
7. Developer Insurance. The Developer shall provide the Director all applicable insurance policies required by DDA to enter the Property. [DDA § 3.1]	No later than 15 days after the Effective Date.
8. Execution and Recordation of Parking Agreement. The County shall execute, and cause the Adjacent Parcel Owners to execute, the Parking Agreement, and the County shall cause the Parking Agreement to be recorded against the Property and the Adjacent Parcels. [DDA § 3.12(b)]	No later than 150 days after the Effective Date.
9. Completion of Due Diligence Period. The Due Diligence Period shall expire and the Developer shall either approve or disapprove of the physical and environmental condition of the Property. [DDA § 3.1].	No later than 150 days after the Effective Date.
10. Preliminary Conceptual Development Documents. The Developer shall submit for the Director's review and comment (but not approval) the Developer's preliminary Conceptual Development Documents.	No later than 90 days after the expiration of the Due Diligence Period.
11. Pre-Leasing Commitment. The Developer shall submit for the Director's approval the commitment from the Developer's proposed tenant for the Retail Component. [DDA § 3.8]	No later than 360 days after the Effective Date.
12. Performance of Parking Agreement Obligations. The County shall complete the performance of the applicable obligations under the Parking Agreement. [DDA § 3.12(b)]	No later than 360 days after the Effective Date.
13. Conceptual Development Documents. The Developer shall submit the Conceptual Development Documents to the Director for approval. [DDA § 3.6(a)]	No later than 90 days after the Director approval of the Pre-Leasing Commitment.
14. Director Approval of Conceptual Development Documents. The County shall approve or disapprove of the Conceptual Development Documents. [DDA § 3.6(a)]	No later than 90 days after submittal.

Action	**Date**
15. Application for Applicable Land Use Approvals. The Developer shall apply for the Applicable Land Use Approvals. [DDA § 3.5]	No later than the earlier of: (a) 90 days after execution of lease, or (b) 180 days after Director approval of Conceptual Development Drawings.
16. Developer Obtains Applicable Land Use Approvals. The Developer shall obtain the Applicable Land Use Approvals. [DDA § 3.5]	No later than 300 days after Developer's application.
17. Final Construction Drawings. The Developer shall submit the proposed Final Construction Drawings to the Director for approval. [DDA § 3.6(b)]	No later than 150 days after Developer obtains Applicable Land Use Approvals.
18. Director Approval of Final Construction Drawings. The Director shall either approve or disapprove of the Final Construction Drawings. [DDA § 3.6(b)]	No later than 90 days after Developer submittal.
19. Application for Building Permit. The Developer shall apply for a building permit for the rehabilitation of the Building. [DDA § 3.7]	No later than 30 days after Director approval of Final Construction Drawings.
20. Submittal of Financing Plan. The Developer shall submit the Financing Plan to the Director. [DDA § 3.4]	No later than 60 days after Director approval of Final Construction Drawings.
21. Building Permit. The Developer shall obtain a building permit for the rehabilitation of the Building. [DDA § 3.7]	No later than 90 days after Developer's application for the building permit.
22. Construction Contract. The Developer shall submit the construction contract for the Director's limited approval. [DDA § 3.9]	No later than 30 days after Developer obtains the building permit.

Action	**Date**
23. Construction Bonds and Insurance. The Developer shall deliver to Director copies of the labor and material bond, and the performance bond, or other security acceptable to the Director, and evidence of all applicable insurance. [DDA § 3.10, 3.11, 6.6]	No later than 30 days after execution of construction contract.
24. Closing. The Closing for the sale of the Property shall occur upon the satisfaction of the predisposition requirements in accordance with the DDA. [DDA § 4.4]	No later than 90 days after the Director has approved of the construction contract and the construction bonds, and provided that all other conditions precedent have been met.
25. Commencement of Construction. The Developer shall commence the rehabilitation of the Building. [DDA § 5.3]	No later than 90 days following the Closing.
26. Completion of Construction. The Developer shall complete the rehabilitation of the Building. [DDA § 5.4]	No later than 16 months after the Closing.
27. Issuance of Certificate of Completion. The Director shall issue the Certificate of Completion, provided that the Developer has satisfied conditions to issuance. [DDA § 5.8]	Within 30 days after completion of the construction of the Building in accordance with the DDA.

EXHIBIT D
(Form of Memorandum of DDA)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Alameda
c/o Department of Economic and
Community Investment
224 West Winton Avenue, Room 110
Hayward, CA 94544
Attention: Director

No fee for recording pursuant
To Government Code Section 27383

MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT (the "Memorandum of DDLA") is made as of _____, 201__, by and between the County of Alameda, a political subdivision of the State of California (the "County") , and Greensfelder Commercial Real Estate LLC, a California limited liability company (the "Developer"), to confirm that the County and the Developer have entered into that certain Disposition, and Development Agreement dated as of _____, 2014 (the "DDA"). The DDA imposes certain conditions (including but not limited to, construction requirements, operating covenants, and transfer restrictions) on the real property described in Exhibit A attached hereto and incorporated herein. The DDA is a public document and may be reviewed at the County's office set forth above.

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IN WITNESS WHEREOF, the parties have caused this Memorandum of DDA to be duly executed as of the date first above written.

COUNTY:

COUNTY OF ALAMEDA, a political subdivision of the State of California

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

By: _____
County Counsel

DEVELOPER:

GREENSFELDER COMMERCIAL REAL ESTATE LLC, a California limited liability company

By: _____

Name: _____

Its: _____

Signatures Must be Notarized

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

On _____, before me, _____ , Notary Public, personally appeared _____, who 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.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

On _____, before me, _____ , Notary Public, personally appeared _____, who 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.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

EXHIBIT A

Legal Description of the Property

EXHIBIT E

SCOPE OF DEVELOPMENT

The proposed project consists of the redevelopment of the existing Building containing approximately thirty-nine thousand six hundred forty-nine (39,649) square feet (the "Project").

It is anticipated that the future tenant(s) of the Building will be constructing the improvements in its/their respective premises over and above the Developer's Work (as hereinafter defined). It is not known as of the Execution Date if the mezzanine or the basement will be leased. This Scope of Development specifically excludes any requirement on the improvement of the mezzanine or the basement, the improvement of those areas (except for uniform building code requirements extending from the improvement of the ground level) being at Developer's sole and absolute discretion.

The actual delivery condition and improvement allowances, if any, given to any tenant will not be known until leases are executed with tenants. Therefor, Developer's Work shall be a base level of work, or a so-called "raw shell" level of improvement. Developer agrees to pay for and complete (i) base level Building improvements as described below, (ii) compliance with applicable codes, (iii) upgrading of exterior elevations as described below, and (iv) all plans and specifications necessary to accomplish the same (the "Developer's Work"). Developer may build out and condition up to 25,102 sq ft of net leasable commercial space. Developer shall build out no less than 10,000 sq ft of this amount on the main, ground level. The balance of built out space may be some combination of the ground floor, mezzanine and basement at Developer's discretion.

I. **Developer's Work.** The following is a description of the construction, and limitations of same, of Developer's Work. Where exact scope or types of materials or structures are not indicated, the scope or type shall be selected by the Developer.

A. BUILDING SHELL AND EXTERIOR IMPROVEMENTS:

1. Exterior Elevations: The commercially feasible and reasonably necessary, high quality renovation, or rehabilitation, of the façades of the Building to improve the existing appearance of such facades consistent with the Conceptual Development Documents and the County Required Building Elements. Ingress/egress access from the interior directly to the proposed "paseo" on the adjacent eastern property, as shown in the Parking Agreement. Access to the tenant space will be compliant with code requirements and ADA accessible.

2. Vertical Clearances: Clear height for the ground floor may necessitate removal of some or all of the mezzanine if Developer determines in its sole opinion that such removal is in the best interest of the Project.

3. Roof: Developer shall repair or replace the roof membrane as Developer determines is necessary in its sole opinion. Developer may elect to use portions of the rooftop for mechanical equipment pads, to meet outdoor area requirements for tenant(s), and/or for other uses as determined by Developer. The roof shall drain onto the surface of the shared parking lot, preferably on the south and west sides of the building, consistent with the improvements to be developed on the Property pursuant to the Parking Agreement.

4. Rear Egress Doors: Developer to provide a minimum of one (1) three (3) foot hollow metal service door at the rear of the tenant space to loading area.

B. GROUND FLOOR INTERIOR IMPROVEMENTS

1. Interior Partitions and Doors: No interior partitions, doors, frames or hardware shall be included in Developer's Work.

2. Floor: Exposed concrete floor (or wood floor on mezzanine that might remain), smooth trowel finish, designed to support a minimum live load as required by tenant specification.

3. Ceiling & Walls: Core shell ceilings exposed to rafters. Perimeter walls to be exposed concrete or studs with minimum insulation R-factor if and as required by code on exterior walls only.

4. HVAC & Venting: Developer shall provide equipment pads for core heating and cooling system. Supply and installation of HVAC equipment, plenum, and distribution to be negotiated between Developer and tenants.

5. Electrical: Electrical conduit routed to electrical room stubbed to a location at the rear of the Building as determined by Developer and 400 amps service. Step down transformer if needed and all meter installation fees and initial service fees to be provided as negotiated between Developer and tenant.

6. Plumbing: Developer shall provide a domestic water supply and a sanitary waste line stub-in to the Building for future tenant tie-in. Water service to be house metered. If required by code, fire sprinkler system (upheads only) and backflow preventer if and as required by code to be provided and installed by Developer.

7. Phone/Cable Service: One empty conduit from the main telephone mounting board stubbed into a general location in the rear of the Building.

8. Fire protection: Fire service, exit signs, emergency and security lights, life safety systems (i.e. smoke/fire detection systems) if and as required by code.

9. Natural Gas: Piping system stubbed to building in a location determined by Developer.

II. **Buildout Work.** "Buildout Work" is defined as all work (other than that specifically designated as Developer's Work) anticipated to be necessary to complete the Building for tenant occupancy in compliance with a tenant's lease and/or applicable building codes. Buildout work may be completed by Developer, by a tenant(s), or by both as might be negotiated by Developer and tenant(s), however Buildout Work is not a part of Developer's Work.

III. Sitework. Developer shall perform additional minor sitework not required as part of the Parking Agreement.

EXHIBIT F

FORM OF PARKING AGREEMENT

Recorded at request of and
When recorded, return to:

County of Alameda
c/o Department of Economic and
Community Investment
224 West Winton Avenue, Room 110
Hayward, CA 94544
Attention: Director

Declaration of Agreement Establishing Reciprocal Easements for Shared Parking and Access and Providing For Joint Use and Maintenance

This Declaration of Agreement Establishing Reciprocal Easements for Shared Parking and Access and Providing For Joint Use and Maintenance (the "Declaration" or the "Agreement") is made as of _____, 2014 (the "Effective Date"), by and between the County of Alameda, a political subdivision of the State of California (the "County"), CVIC LLC, the Schweng's, and the Fong's (each as further defined below, and collectively referred to as the "Non-County Owners"). The County and the respective Non-County Owners (and their respective successors and assigns, as further described in Section 1) are referred to in this Agreement individually as a "Party" and collectively as the "Parties."

Recitals

A. The County is the fee title owner of 20853 Wilbeam Avenue in Castro Valley, California, as more particularly described in Exhibit A (the "Wilbeam Property", APN 084A-0040-022-00). As of the Effective Date, the Wilbeam Property is currently a vacant lot, and is anticipated to be improved with parking spaces and other improvements (the "Wilbeam Parking Lot").

B. The County is also the fee title owner of 3295 Castro Valley Boulevard in Castro Valley, California, as more particularly described in Exhibit B (the "Daughtrey Property", APN 084A-0040-018-04). As of the Effective Date, the Daughtrey Property contains a commercial building and 74 stalls of surface parking (such parking stalls and related access, lighting, landscaping, pedestrian amenity, and storm water capture improvements are referred to as the "Daughtrey Parking Lot").

C. CVIC, LLC ("CVIC LLC") is the fee title owner of 3303 Castro Valley Boulevard in Castro Valley, California, as more particularly described in Exhibit C (the "CVIC Property", APN 084A-0040-019). As of the Effective Date, the CVIC Property contains a commercial building and 48 stalls of surface parking (such parking stalls and related access, lighting, landscaping, pedestrian amenity, and storm water capture improvements are referred to as the "CVIC Parking Lot").

D. Charles Schweng and Patricia Schweng, trustees of the Charles and Patricia Schweng Family Trust udt dated 01/21/98 (the "Schwengs"), are the fee title owners of 20861

Wilbeam Avenue in Castro Valley, California, as more particularly described in Exhibit D (the "Schweng Property", APN 084A-0040-023-02). As of the Effective Date, the Schweng Property contains a commercial building and 9 stalls of surface parking (such parking stalls and related access, lighting, landscaping, pedestrian amenity, and storm water capture improvements are referred to as the "Schweng Parking Lot").

E. Jeff Y. F. Fong and Yuen Siu Fong, his wife, as joint tenants as to an undivided fifty percent (50%) interest and Kenny Yau-Chung Fong and Wendy Wai-Chun Fong, Trustees of the Fong Family Revocable Trust initially created March 18, 1999, as to an undivided fifty percent (50%) interest (the "Fongs"), are the fee title owners of 3335 Castro Valley Boulevard in Castro Valley, California, as more particularly described in Exhibit E (the "Fong Property", APN 084A-004-020-00). As of the Effective Date, the Fong Property contains a commercial building and 8 stalls of surface parking (such parking stalls and related access, lighting, landscaping, pedestrian amenity, and storm water capture improvements are referred to as the "Fong Parking Lot"). Any one of the Daughtrey Property, the Wilbeam Property, the CVIC Property, the Schweng Property, or the Fong Property may be referred to as a "Parcel", and all of the foregoing may be referred to as the "Parcels".

F. The Parties desire to cause construction by the County of a shared parking facility (the "Shared Parking Facility") on the Wilbeam Parking Lot, the Daughtrey Parking Lot, the CVIC Parking Lot, the Schweng Parking Lot, and the Fong Parking Lot (collectively, the "Shared Parking Site") as well as a shared sanitary sewer facility (the "Shared Sanitary Sewer Facility") under portions of the Shared Parking Facility. The Parties' individual Parcels and the Shared Parking Facility and Shared Sanitary Sewer Facility are more fully detailed in the Description and Conceptual Site Plan of the Shared Parking Facility and Shared Sanitary Sewer Facility attached as Exhibit F. The Shared Parking Facility includes the Paseo areas located: (i) along the western edge of the CVIC Property and abutting the eastern edge of the Daughtrey Property and (ii) along the eastern edge of the Fong Property (collectively, the "Paseo"), both as depicted in the diagrams contained in Exhibit G, which are intended by the Parties to provide pedestrian access and amenities from Castro Valley Boulevard to the parking lot portion of the Shared Parking Facility pursuant to the Shared Parking and Access Easement described in Recital G and Section 1(a).

G. The Parties desire to establish a nonexclusive, irrevocable reciprocal shared parking and access easement comprised of the Shared Parking Site: (i) on which the Parties and their officers, employees, tenants, licensees and guests may park vehicles and over which the Parties and their officers, employees, tenants, licensees and guests can access Castro Valley Boulevard and Wilbeam Avenue and (ii) under which can be constructed the Shared Sanitary Sewer Facility (collectively, the "Shared Parking and Access Easement," as more fully described in Section 1(a)).

H. The County will pay for, and be responsible for, the initial construction of the Shared Parking Facility and the Shared Sanitary Sewer Facility.

I. The Non-County Owners (including, but not limited to, any successor owner of the Daughtrey Property), will pay for, and be responsible for, the maintenance of the Shared

Parking Facility, the Shared Sanitary Sewer Facility, and the Shared Parking and Access Easement.

J. Prior to and as a condition of recordation of this Agreement, each Party whose Parcel is subject to a recorded mortgage or deed of trust has caused the execution by the applicable Institutional Lender (as defined below in Section 6(p)), and recordation of a subordination agreement, in a form and substance reasonably acceptable to the other Parties, subordinating the lien of each respective mortgage or deed of trust to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree to the following terms:

Section 1. Grant of Reciprocal Easements.

(a) Shared Parking and Access Easement. Through this Agreement and for valuable consideration acknowledged by the Parties, each Party grants to the other Parties for their nonexclusive use and benefit and the use of their officers, employees, tenants, licensees and guests: (i) a nonexclusive, irrevocable vehicular parking easement over the Shared Parking Facility; (ii) a nonexclusive, irrevocable vehicular access easement over the entirety of the Shared Parking Facility; and (iii) a nonexclusive, irrevocable access easement over the Shared Sanitary Sewer Facility, all as more particularly described in Exhibit G (collectively, the "Description of the Shared Parking and Access Easement"). Among other purposes, the Shared Parking and Access Easement is intended to provide vehicular and pedestrian ingress and egress from Castro Valley Boulevard and Wilbeam Avenue to the Shared Parking Facility, to provide access from the Daughtrey Property to the Paseo portion of the Shared Parking and Access Easement through any door openings in the structure on the Daughtrey Property abutting the Paseo that may be approved by the County and installed in such structure from time to time, and to provide drainage from the Shared Parking Facility to the nearest sanitary sewer. The Shared Parking and Access Easement is intended to benefit and burden the Parties' respective Parcels and is an easement appurtenant to these Parcels and a covenant that shall run with the land. The Shared Parking and Access Easement shall also be referred to as the "Easement."

(b) Agreement Runs With Land and Applies To Successors. This Agreement and the Easement created hereby shall run with the land and inure to the benefit of and be binding upon the Parties, and their successors and assigns. Whenever this Agreement refers to a particular Party or the Parcel owned by a particular Party, such reference is also deemed to refer to the Party's successors and assigns in the ownership of such Parcel.

(c) No Separate Conveyance of Easement. The ownership of each Parcel shall include the benefit of and be encumbered by and subject to the Easement. The Easement is hereby established and are to be conveyed with the respective Parcels, and, cannot be changed (except as set forth in this Agreement), and the Easement over any or all of the Parcels shall not be separated or separately conveyed (except as expressly set forth below). The Easement shall be deemed to be conveyed or encumbered with its respective Parcel, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Parcel.

(d) No Dedication To Public; No Implied Easements. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of any Parcel to the general public or for any public use or purpose whatsoever, it being the intention of the Parties hereto that this Agreement be for the exclusive benefit of the Parties and that nothing herein, express or implied, shall confer upon any person, other than the Parties and their heirs, administrators, legal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement. No easements, except those expressly set forth herein, shall be implied by this Agreement.

Section 2. Reasonable Use; No Nuisance. Each Party shall reasonably use the Shared Parking Facility, the Shared Sanitary Sewer Facility, and the Easement in accordance with their intended uses as follows: (i) the Shared Parking Facility shall be used solely for parking, and vehicular and pedestrian access, and (ii) the Shared Sanitary Sewer Facility shall be used solely for drainage purposes in connection with the reasonable use of the portions of the Parcels as more particularly set forth on Exhibit F. If any Party or officer, employee, tenant, licensee or guest of said Party misuses, overburdens or otherwise abuses any portion of any of the Shared Parking Facility, the Shared Sanitary Sewer Facility, or the Easement, such Party shall discontinue such activity and shall be solely responsible for promptly repairing any resulting damage to the affected improvement or Easement. Each Party covenants and agrees that such Party shall not obstruct or otherwise interfere with drainage patterns of surface run-off water from adjacent Parcels over such Party's Parcel, or, in the alternative, that in the event it is necessary and essential to alter said drainage pattern for the protection and use of such Party's Parcel, such Party will make adequate provisions for proper drainage for any other affected Parcel. No Party shall commit or suffer to be committed: (i) any waste upon such Party's Parcel, or (ii) any nuisance which may materially disturb the use and/or quiet enjoyment of any other Party's Parcel.

Section 3. Construction of the Shared Parking Facility and Shared Sanitary Sewer Facility.

(a) Shared Parking Facility. As part of the construction of the Shared Parking Facility, the County will pay for, contract for and cause construction of approximately _____ **[NOTE: FINAL NUMBER TO BE CONFIRMED]** parking spaces in the Shared Parking and Access Easement, which will include, but not necessarily be limited to, site preparation, demolition, grading, drainage of surface run-off water, repaving, re-striping, landscaping, improving street access for vehicles and pedestrians and the installation of improved lighting and signage. The construction of the Shared Parking Facility shall be undertaken in accordance with plans and specifications prepared by the County and in a manner generally consistent with the Description and Conceptual Site Plan of the Shared Parking Facility and Shared Sanitary Sewer Facility attached as Exhibit F.

(b) Shared Sanitary Sewer Facility. As part of the construction of the Shared Sanitary Sewer Facility, the County will pay for, contract for and cause construction of a sanitary sewer line that will service the two shared trash enclosures located within the Shared Parking Facility in the Shared Parking and Access Easement, which will include, but not necessarily be limited to, a four (4) inch below grade sanitary sewer line and associated grease interceptors, site preparation, grading, and paving of said Shared Sanitary Sewer Facility. The construction of the

Shared Sanitary Sewer Facility shall be undertaken in accordance with plans and specifications prepared by the County and in a manner generally consistent with the Description and Conceptual Site Plan of the Shared Parking Facility and Shared Sanitary Sewer Facility attached as Exhibit F.

(c) License. The Non-County Owners hereby grant to the County a license for entry onto their respective Parcels for purposes of constructing the Shared Parking Facility and Shared Sanitary Sewer Facility, including but not necessarily limited to, staging for the construction, storage of building materials and parking of construction vehicles and equipment. The construction work shall be conducted as expeditiously as is reasonably possible and in such a manner as not to unreasonably interfere with the use of the Non-County Owners' Parcels. The Shared Parking Facility and Shared Sanitary Sewer Facility are expected to take three (3) months to complete and will be constructed in a phased manner such that the Parties will have access to parking on other Parcels even if the parking on their own Parcel is temporarily unavailable.

(d) Cooperation. The Non-County Owners will cooperate in pre-construction activities necessary to facilitate construction of the Shared Parking Facility and Shared Sanitary Sewer Facility.

(e) Warranty. To the extent applicable, in the event the County obtains any warranty from a general contractor performing the construction of the Shared Parking Facility or the Shared Sanitary Sewer Facility, or from any other person in connection with the work to be performed pursuant to this Section, then, upon written request from a Party, the County shall assign all, or a portion (as applicable) of such warranty to such requesting Party. Provided, however, the Parties agree and acknowledge that the County is under no obligation to obtain any particular warranty from any person performing work for, or on behalf of, the County, and the County, itself, shall not provide any warranty for such work performed hereunder.

Section 4. Operation of the Shared Parking Facility.

(a) Hours. The Joint Maintenance Committee, as defined below in Section 6, shall be responsible for determining, from time to time, the hours of operation for the Shared Parking Facility and for posting information about hours of operation and towing policies for improperly parked vehicles.

(b) Use by Party and Agents. The Parties, their tenants and each of their employees shall be exempt from the restrictions set forth in Section 4(a) if such persons display a parking sticker (or other identification as reasonably determined by the Joint Maintenance Committee), on their vehicle. The Joint Maintenance Committee shall be responsible for obtaining and distributing these parking stickers, or equivalent means for the identification of vehicles exempt from the limitation on use set forth above. In addition, the Joint Maintenance Committee shall be responsible for determining, from time to time, the policy (or policies) regarding the use of certain parking spaces for customers and invitees of a business operating on a Parcel, and the use of other certain parking space for a Party's employees, tenants or their respective agents.

Section 5. Taxes. The Parties shall be responsible, as the fee owners, for all taxes and assessments on their Parcel, and the individual portions of the Shared Parking Facility, the Shared Sanitary Sewer Facility, and the Shared Parking and Access Easement.

Section 6. Joint Maintenance, Operational Expenses, and Insurance.

(a) Joint Maintenance Committee. Each Party (or in the event that a Party's ownership interest is subdivided, the subdividing Party) shall appoint one representative to serve as a member of the Joint Maintenance Committee (the "JMC"). Each member of the JMC may be removed from office at any time by his/her appointing Party, with or without cause. Any member of the JMC may resign at any time by giving written notice to the appointing Party and the JMC.

(b) Meetings. The JMC shall meet annually, no later than September 1 of each year, and at such other times as any two members of the JMC may determine. A majority of the members of the JMC shall constitute a quorum for conducting business and approving actions, provided that the absent member was provided reasonable notice of the meeting and the opportunity to comment on the actions to be taken by the JMC.

(c) Compensation. No member of the JMC shall receive compensation for any service he may render to the JMC. However, a member may be reimbursed for his or her actual, reimbursable, and necessary expenses incurred in the performance of his duties and such expenses shall be included in the Joint Expense Budget as defined below in Section 6(h).

(d) Rules. The Parties may, by agreement, adopt procedural and substantive rules for the operation of the JMC.

(e) Duties. The duties of the JMC shall include (i) coordination of maintenance to the Shared Parking Facility and Shared Sanitary Sewer Facility, and repair after damage or destruction to the Shared Parking Facility or Sanitary Sewer Facility (as more particularly described in Section 6(g) below); (ii) preparation of Joint Expenses Budget (as more particularly described in Section 6(h) below); (iii) establishing, levying and collecting Joint Assessments (as more particularly described in Sections 6(i) and 6(j) below); (iv) establishing and monitoring reserves for reasonably anticipated contingencies and repairs or replacements of the Shared Parking Facility or Shared Sanitary Sewer Facility (as more particularly described in Section 6(m) below); and verification of all insurance policies as more particularly described in Section 6(o) below.

(f) Limitation of Liability. The members of the JMC shall not be liable to the Parties, their officers, employees, tenants, licensees or guests, or other person for any injury, death, loss or damage due to theft, other breaches of security, failures, or interruption of services, or other circumstances pertaining to activities within the JMC's control unless the same is due to the willful misconduct or gross negligence of the JMC, or recurring failure by the JMC after receipt of written notice with respect to such failure to exercise reasonable care and diligence in the performance of its obligations hereunder. Each member of the JMC shall be entitled to indemnification by the Parties against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding to which he may be

a party, or in which he may become involved, by reason of the fact that he was or is a member of the JMC, provided such person acted in good faith and in a manner he believed to be in the best interests of the Parties.

(g) Coordination of Joint Maintenance and Repair after Damage or Destruction.

(1) Maintenance Coordination. The JMC is authorized to provide service to, and assure that, the Shared Parking Facility and Shared Sanitary Sewer Facility are operated, maintained, repaired, and replaced in a first-class condition, and otherwise in accordance with the standards of this Agreement. Such authorization includes the right to inspect and monitor each Party's portion of the Shared Parking Facility and Shared Sanitary Sewer Facility, to determine annual maintenance needs pursuant to the criteria set forth in Section 6(h)(1) and authorize contracts to perform any maintenance the JMC reasonably determines is not being properly performed. The JMC shall perform, or shall cause the performance of, all of the following:

(i) Maintenance and repair of the surfaces in a level, smooth and evenly covered condition with the type of surfacing material and striping originally installed or such substitute therefor as shall in all respects be equal in quality, use and durability;

(ii) Removal of all papers, debris, filth and refuse and washing or thoroughly sweeping the area to the extent reasonably necessary to keep the area in a neat, clean and orderly condition;

(iii) Repair and replacement of any necessary appropriate directional signs, markers and lines;

(iv) Operation, repair and replacement when necessary, of such artificial lighting facilities as shall be reasonably required. The lighting (exclusive of any security lights or lighting required by governmental authority), which shall remain on during all hours of darkness while either (a) a majority of the businesses located on the Parcels are open for business, or (b) if a majority of the businesses located on the Parcels are closed, but a business (or businesses) on a given Parcel is open. If a majority of businesses located on the Parcels are closed, then the cost and expense of lighting the Shared Parking Facility for the benefit of the open businesses shall be born solely by those businesses remaining open;

(v) Maintenance of any perimeter walls in a good condition and state of repair;

(vi) Maintenance of all landscaped areas and making such replacement of shrubs and other landscaping as is necessary;

(vii) Maintenance, repair and replacement as necessary of the utilities serving the Shared Parking Facility (but specifically excluded utilities serving any one particular Parcel);

(viii) Maintenance, repair, and replacement (when necessary) of the trash enclosure structures; and

(ix) Maintenance, repair, and replacement (when necessary) of the Shared Sanitary Sewer Facility, and any components thereof.

(2) Damage or Destruction Repair Coordination. The JMC is authorized to coordinate the repair or restoration activities necessitated by damage or destruction to the Shared Parking Facility or Shared Sanitary Sewer Facility, including damage or destruction that affects more than one Parcel, subject to the rights of the Parties to not rebuild pursuant to Section 25 below, and subject to the rights of Institutional Lenders, as defined below in Section 6(p). The JMC shall have the right, as specified in Section 6(g)(3), to authorize contracts to perform any repair or restoration work the JMC reasonably determines is not being properly performed.

(3) Contracting. The JMC shall designate one Party as the "Managing Entity". The Managing Entity shall serve as the agent of the JMC and shall have the right to solicit bids, enter into contracts with third parties on behalf of the JMC, collect the Parties' annual contributions, obtain Contractors' Insurance (as described in Section 6(o)(3)), and take all other steps reasonably necessary or appropriate to perform the duties of the JMC. The Parties which are not the Managing Entity shall each indemnify, defend, and hold the Managing Entity harmless from all liability, damage, cost, or expense incurred by such Managing Entity arising out of such actions except to the extent due to the gross negligence or willful misconduct of the Managing Entity. If certain activities of the JMC are necessitated due to a Party not contributing towards required maintenance, repair or restoration activities, the costs incurred by the JMC to perform such activities shall be a Reimbursement Assessment charged to such non-contributing Party pursuant to Section 6(k) below.

(h) Joint Expenses Budget.

(1) By September 1 of each year, the JMC shall meet to discuss the expenses for management of the Shared Parking Facility and Shared Sanitary Sewer Facility, including utilities, equipment, labor, plant management, Filtera management, minor repairs, Contractors' Insurance (if applicable, as described in Section 6(o)(3)), periodic maintenance, and any other expenditures the JMC deems necessary for operation and maintenance of the Shared Parking Facility and Shared Sanitary Sewer Facility (the "Joint Expenses"), that the Parties expect to be incurred in the following calendar year. By October 1 of every year, the JMC shall prepare and deliver to the Parties a written budget describing in reasonable detail the Joint Expenses that the Parties expect to be incurred in the following calendar year (the "Joint Expenses Budget"). The Joint Expenses Budget shall also specify the reserve contribution that each Party must make during the following calendar year pursuant to Section 6(m).

(2) The Joint Expenses Budget shall account for (i) all ordinary and extraordinary Joint Expenses including expenses incurred by the JMC for management, accounting or other services, and (ii) any previously unreconciled past payments of Reimbursement Assessments for Joint Expenses or Joint Expenses Assessments for Reimbursement Expenses. The Joint Expenses Budget shall also describe the following: (1) the

current estimated replacement cost, estimated remaining life, and estimated useful life of each major component of the Shared Parking Facility and Shared Sanitary Sewer Facility the maintenance of which is a Joint Expense; (2) the current estimate of the amount of cash reserves necessary to perform maintenance on such major components; (3) the current estimate of accumulated cash reserves actually set aside by the Parties to perform maintenance on such major components (as further discussed in Section 6(m)); and (4) a statement addressing the procedures used for the calculation and establishment of those reserves to defray the maintenance of major components the maintenance of which is a Joint Expense.

(3) In recognition of the County funding all of the construction costs for the Shared Parking Facility and Shared Sanitary Sewer Facility, the County, as owner of the Wilbeam Property, shall not be responsible for any maintenance costs.

(4) The Joint Expenses Budget shall allocate Joint Expenses to each Party as follows (the "Designated Share"):

(i) Owner of the Schweng Property: 14%

(ii) Owner of the Fong Property: 6%

(iii) Owner of the CVIC Property: 27%

(iv) Owner of the Daughtrey Property: 53%

(v) Owner of the Wilbeam Property: 0%

(5) Unless one or more of the Parties objects to the Joint Expenses Budget pursuant to Section 6(h)(6) below, the Joint Expenses Budget shall be effective as of January 1 of the following year.

(6) Any Party may dispute the Joint Expense Budget by lodging a written complaint with all other Parties within fifteen (15) days after delivery of the proposed Joint Expenses Budget pursuant to Section 6(h)(1). If no dispute is timely lodged, the Joint Expense Budget will be deemed approved. If any affected Party disputes the Joint Expense Budget and the Parties are unable to resolve their differences within a reasonable time (in no event to exceed thirty (30) days from the date of the written complaint or dispute of the Joint Expense Budget), then the Parties shall submit the Joint Expenses Budget to an arbitrator from Judicial Arbitration & Mediation Services, Inc., or its successor ("JAMS") jointly selected by the Parties (or if the Parties cannot agree on an arbitrator from JAMS, then the Parties shall submit such matter to JAMS and JAMS shall select an arbitrator). By December 31 of a given year, the arbitrator shall confirm or revise the Joint Expenses Budget as the arbitrator determines to be appropriate, and such confirmed or revised Joint Expenses Budget shall be effective as of January 1 of the following year. The fees of the arbitrator shall be a Joint Expense, but any other costs incurred in connection with the arbitration shall be borne by the Party incurring such costs.

(i) Joint Expenses Assessments.

(1) Each Non-County Owner's Designated Share of Joint Expenses, as set forth in the effective Joint Expenses Budget from time to time, shall be a charge levied against such Party and may be collected as a "Joint Expenses Assessment," enforceable in the manner set forth in Section 6(l).

(2) The JMC shall oversee the use of the payments received from the Parties pursuant to Section 6(h), to perform the activities whose costs constitute Joint Expenses.

(j) Special Joint Expenses Assessments. In the event the JMC determines, in good faith, that the Joint Expense Budget is or will become inadequate for any reason (including, but not limited to, misinformation or miscalculation, unexpected repair or replacement of any major component of the Shared Parking Facility or Shared Sanitary Sewer Facility, increase in estimates of Joint Expenses, or increase in the cost of the Joint Policies, as defined in Section 6(o), due to the actions or failure to act of one or more, but not all, of the Parties), the JMC may, at any time, levy a special joint expenses assessment (the "Special Joint Expenses Assessment") to make up such inadequacy, which shall be allocated to the appropriate Party or Parties in accordance with the Designated Share.

(k) Reimbursement Assessments.

(1) A "Reimbursement Expense" is any expense actually incurred or expected to be incurred by one Party (a "Creditor Party") that:

(i) is the financial responsibility of another Party under this Agreement;

(ii) arises out of noncompliance with this Agreement (or any rule or regulation duly adopted pursuant to this Agreement) by another Party; or

(iii) arises out of inaction by another Party that does not constitute noncompliance with this Agreement.

(2) Every Reimbursement Expense shall be a charge levied against the responsible Party and its Parcel, as applicable (a "Reimbursement Assessment").

(3) Reimbursement Expenses shall include actual and reasonable financing costs associated with the Creditor Party advancing funds on behalf of the responsible Party from the time funds are advanced until the date on which the applicable Reimbursement Assessment is paid.

(4) Reimbursement Assessments shall be enforced in the manner set forth in Section 6(l).

(l) Payment and Enforcement of Assessments.

(1) The Managing Entity or a Creditor Party (collectively, a "Collecting Party") shall provide notice to a Party against whom an Assessment is levied of the

amount and due date of any Joint Expenses Assessment, Special Joint Expenses Assessment, or Reimbursement Assessment (collectively, an "Assessment"). Notice shall be delivered not less than thirty (30) and not more than sixty (60) days prior to the Assessment becoming due (except in the event of the first month on which an arbitrated Joint Expenses Budget is effective and a Joint Expenses Assessment is due, in which case no additional notice need be given).

(2) Each Assessment obligation is a personal obligation of the Party against whom the Assessment is levied. Assessments may be offset against each other unless one Party objects in writing to an offset.

(3) Any Assessment shall become delinquent if not paid within fifteen (15) days after the due date, and a Collecting Party's reasonable costs in collecting the delinquent Assessment (including reasonable attorneys' fees) may then be added to the Assessment. Any Assessment remaining unpaid as of thirty (30) days after the due date shall also have the following charges added to the Assessment (together with the reasonable costs of collection, the "Additional Charges"): (i) interest at the lesser of twelve percent (12%) per annum and the maximum lawful rate; and (ii) a late charge equal to the greater of Ten Dollars ($10) and ten percent (10%) of the delinquent Assessment.

(4) If any Assessment is not paid within thirty (30) days after its due date, then the Collecting Party shall provide notice to the Party against whom the Assessment is levied (and shall simultaneously notify any Institutional Lender, as defined below in Section 6(p), who has requested a copy of the notice) of the following: (i) that the Assessment is delinquent; (ii) the action required to cure the default; (iii) a date, not less than thirty (30) days after the date of the notice, by which the default must be cured; and (iv) that failure to cure the default on or before the date specified in the notice may result in a lawsuit against the Party against whom the Assessment is levied. If a delinquent Assessment and corresponding Additional Charges are not paid in full on or before the date specified in the notice, then the Collecting Party may resort to the remedies set forth in Section 12 below.

(5) In the event any Party against whom an Assessment is levied fails to pay any Assessment, or any other amount assessed by the direction of the JMC, the Collecting Party may enforce any other right or remedy available at law or equity against the Party obligated to pay such Assessment, subject to the mediation process set forth in Section 12, below. Any ruling rendered in any action shall include the amount of the delinquent Assessment, additional charges, and any other amounts that the ruling body may award.

(m) Reserve Accounts.

(1) The JMC shall determine an appropriate amount of funds for each Party to contribute to be held in a joint reserve account (the "Joint Reserve Account") to ensure such Party's ability to pay its share of reasonably anticipated Joint Expenses as may be projected to arise in future years, including but not limited to re-striping and re-sealing maintenance of the Shared Parking Facility, based on the analysis in the Joint Expenses Budget. On August 1 of each year the JMC shall deliver to the Parties a statement of the Joint Reserve Account that details the cumulative amount contributed by each Party since the Effective Date, and the then existing balance in the Joint Reserve Account.

(2) Each Party shall contribute to the Managing Entity for deposit in the Joint Reserve Account and use in a manner consistent with the Joint Expense Budget, by January 1 of each year, the amount designated for such contribution in the Joint Expenses Budget applicable to such year. A Party's failure to do so will give rise to a Reimbursement Assessment if any of the other Parties makes a contribution to its reserve account greater than designated in the Joint Expenses Budget to the extent necessary to compensate for the failing Party's failure to contribute to its reserve account.

(n) Periodic Review of Reserve Account Requirements.

(1) At least once every five (5) calendar years the JMC shall cause a study of the reserve requirements of the Shared Parking Facility and Shared Sanitary Sewer Facility (and the JMC's cost in causing such study shall be a Joint Expense). The study shall include the following items:

(i) Identification of the major components the maintenance of which is a Joint Expense and which have, as of the date of the study, a useful life of less than ten (10) years.

(ii) Identification of the probable remaining useful life of the components identified in Section 6(n)(1)(i), as of the date of the study.

(iii) An estimate of the cost of maintenance of the components identified in Section 6(n)(1)(i), both during and at the end of their useful life.

(iv) An estimate of the total annual contribution necessary to defray the cost to maintain the components identified in Section 6(n)(1)(i), both during and at the end of their useful life, after subtracting total reserve funds as of the date of the study.

(o) Insurance.

(1) General Obligation of Non-County Owners. Except as otherwise provided below, each Non-County Owner shall maintain its own insurance coverage as required under this Section 6(o) for the Shared Parking Facility and Shared Sanitary Sewer Facility, and shall list the County and each individual Non-County Owner as additional insured "as respect to the responsibilities of the Joint Maintenance Committee per the Shared Parking Agreement" on its policies. The Managing Entity shall verify that all insurance is in effect on an annual basis.. Except as otherwise provided below, each Non-County Owner shall provide copies of insurance notices and evidence of insurance to the Managing Entity within five (5) days of receipt. Except as otherwise provided below, each Non-County Owner shall provide for the following insurance coverage:

Comprehensive General Liability Insurance in an amount not less than Three Million Dollars ($3,000,000) each occurrence combined single limit for bodily injury and property damage, including premises operations, underground and collapse, completed operations, contractual liability, independent contractor's liability, broad form

property damage and personal injury, and covering, without limitation, all liability to third parties arising out of or related to the Parties' performance of their obligations under this Agreement or any other activities occurring at or about the Shared Parking Facility and Shared Sanitary Sewer Facility. The minimum required amount may be satisfied by adding any combination of primary and umbrella/excess per occurrence limit so that the sum of both equals the sum of Three Million Dollars ($3,000,000). In the event any liability insurance policy required pursuant to this Section 6(o)(1) is written on a claims-made basis, the Parties shall maintain liability insurance coverage for a minimum of three (3) years following the expiration of such policy for claims that arose during the policy term but were reported after policy expiration.

(2) Additional Insurance Consideration. Other than as described in this Agreement, it is the responsibility of each Party to insure its real and personal property, fixtures, and the improvements and betterments added to its Parcel, other than improvements, fixtures, appliances, and other similar property located within the Shared Parking Facility and Shared Sanitary Sewer Facility and usual to their occupancy, together with additional coverage and public liability insurance that the Party deems appropriate, or as required by each Party's respective Institutional Lenders, as defined below in Section 6(p).

(3) Contractors' Insurance. If any work in behalf of the JMC is contracted out, the Managing Entity shall require that each of the contractors and its subcontractors to carry the following coverage ("Contractors' Insurance"):

(i) Commercial General Liability Insurance of One Million Dollars ($1,000,000) per occurrence with a Two Million Dollars ($2,000,000) aggregate;

(ii) Auto Liability Insurance of One Million Dollars ($1,000,000) per occurrence; and

(iii) Workers' Compensation Insurance at statutory limits and Employers' Liability Insurance of One Hundred Thousand Dollars ($100,000).

Each Party and the Managing Entity shall be named as additional insureds on the general liability and auto liability policies of such contractors and subcontractors.

(4) Insurer Standards. The insurance required by this Section 6(o) shall be provided under an occurrence form, and each Party (and the Managing Entity with respect to Contractors' Insurance) shall maintain (or cause to be maintained) such coverage continuously throughout the Term of this Agreement. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three (3) times the occurrence limits specified above. All policies shall contain:

(i) an agreement by the insurer to give the insured at least thirty (30) days notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies;

(ii) an agreement by the insurer that such policies are primary and non-contributing with any insurance that may be carried by the Parties;

(iii) a provision that no act or omission of the JMC, the Managing Entity or the Parties shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and

(iv) a waiver by the insurer of all rights of subrogation against the additional insureds in connection with any loss or damage thereby insured against.

Except as modified by the JMC, all such policies of insurance shall be obtained from insurance companies approved to do business in California, and with an A.M. Best rating of Class A:VII or better. In the event A.M. Best should revise its rating system, the Parties shall select insurance companies with equivalent financial and policyholder's ratings under the rating system then being used by A.M. Best or in the event A.M. Best discontinues its rating system, insurance companies with equivalent financial and policyholder's ratings under such comparable rating system as the Parties may select through the JMC.

(5) Exception To Insurance Requirements. During any period in which the County is the owner of the Daughtrey Property, the County shall not be required to comply with the provisions of this Section 6(o).

(p) Rights of Institutional Lenders.

(1) Any bank, savings and loan association, insurance company, governmental entity or other financial institution holding a mortgage on any Party's Parcel (an "Institutional Lender") shall be protected against Assessments levied prior to foreclosure (or deed-in-lieu) of the lender's deed of trust. In other words, no Assessment levied prior to foreclosure (or deed-in-lieu) of a lender's deed of trust shall result in liability for such lender (or another transferee through foreclosure) after the foreclosure.

(2) After coming into possession of a Parcel through foreclosure or deed in lieu of foreclosure, an Institutional Lender (or any party coming into ownership of the Parcel through the Institutional Lender) shall be subject to all Assessments levied after the foreclosure sale or transfer in lieu of foreclosure other than Assessments based on obligations accruing, or defaults hereunder arising prior to the date of such foreclosure or transfer in lieu of foreclosure.

(q) Notice To Purchasers.

(1) As soon as practicable prior to transferring its fee ownership in its Parcel, a Party shall provide the following information to the proposed purchaser:

(i) A copy of this Agreement.

(ii) A copy of the current Joint Expenses Budget, any pending new or revised Joint Expenses Budget, and current reports prepared pursuant to Section 6(n).

(iii) The currently due Assessments for which the proposed selling Party has not yet made payment.

(iv) A certification from the Parties other than the selling Party that the items and information provided in Section 6(q)(1) are accurate. Each Party shall cooperate in providing such a certification.

(2) Nothing in this Section 6(q) affects the validity of title to a Parcel transferred in violation of this Section 6(q).

Section 7. License. The Parties hereby grant to the JMC and the Managing Entity a license to enter onto the Shared Parking Facility and Shared Sanitary Sewer Facility for purposes of maintaining the Shared Parking Facility, the Shared Sanitary Sewer Facility, and the Shared Parking and Access Easement. During reasonable hours, the JMC and the Managing Entity, shall have the right to enter upon and inspect any Parcel and the portion of the Easement located thereon for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and shall not be deemed guilty of trespass by reason of such entry. The JMC, or the Managing Entity (as applicable), shall give at least twenty-four (24) hours prior notice of such entry (except in the case of an emergency, when no advance notice shall be required), unless the Party (or such person in possession of the Parcel) consents at the time of entry.

Section 8. Maintenance of the County Property. The County, and its successors (if any), shall keep the County Property in a good, safe and usable condition, in good repair, and in compliance with all applicable state, county and local ordinances.

Section 9. Maintenance of the Non-County Owners' Parcels. The Non-County Owners, and each of their respective successors, shall keep their respective Parcel in good, safe and usable condition, in good repair, and in compliance with all applicable state, county and local ordinances.

Section 10. Performance of Work on a Parcel. In the event the one or more Parties desire to perform any construction or related work, not including the Easement, the Shared Parking Facility, or the Shared Sanitary Sewer Facility specified in Section 1 and Section 3, above, on their respective Parcel, then all such work performed in the maintenance, repair, replacement, alteration or expansion of improvements on a particular Parcel shall be done as expeditiously as is reasonably possible and in such a manner as not to unreasonably interfere, obstruct or delay access to or from, or use of, the Easement. The Party performing such work shall provide the other Parties at least five (5) business days prior notice before the commencement of such work; provided, however, in the case of an emergency, any such work may be performed immediately after such advance notice to other Parties as is practicable under the circumstances. All staging for the construction, maintenance, repair, replacement, alteration or expansion of any building, sign or other improvements located on a particular Parcel including, without limitation, the location of any temporary buildings or construction sheds, the

storage of building materials, and the parking of construction vehicles and equipment shall be limited to the Parcel upon which the construction is to occur and shall not be permitted within or on the Easement or the Parcel owned by any other Party without the prior written consent of the other Parties except as otherwise provided in Sections 23 and 26 of this Agreement. The Party contracting for the performance of such work shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition the Easement, and any improvements thereon, damaged or destroyed in the performance of such work. In the event more than one Party desires to perform construction work on such Party's Parcel, then, to the maximum extent feasible (using commercially reasonable good faith efforts) such Parties shall coordinate the scheduling and performance of such work to ensure that adequate access is available to each Parcel.

Section 11. Indemnity. Any liability arising out of this Agreement or in connection with the Easement shall be borne by the Party who owns the Parcel where the exposure occurs, except to the extent such liability arises from the negligent act or omission of another Party to this Agreement (or such Party's members, partners, officers, agents, contractors, or employees, but, specifically excluding the negligent acts or omissions of a Party's invitees or customers). Each Party shall hold harmless, indemnify and defend the other Parties (and their respective members, partners, officers, employees, lenders, successors and assigns) from and against any and all actual liabilities and claims, arising from or related to such Party's (or any tenant, licensee, invitee, employee, or guest of such Party) use of the Easement including, but not limited to, any damage to property (to the extent the damage is not covered by any casualty insurance) or injury to or death of any person. The indemnity shall cover the costs and expenses of the indemnified Party or Parties, including reasonable attorney's fees and costs related to any actions, suits or judgments incident to any of the matters covered by such indemnity. Each Party shall notify the other Parties of any claim against such Party covered by the indemnity within ten (10) days after it has notice of such claim, but failure to notify the indemnifying Party shall in no case prejudice the rights of the indemnified Party or Parties under this Agreement unless the indemnifying Party shall be prejudiced by such failure and then only to the extent the indemnifying Party shall be prejudiced by such failure. Should the indemnifying Party fail to discharge or undertake to defend the indemnified Party or Parties against such liability within fifteen (15) days after learning of the same, then the indemnified Party or Parties may settle such liability, and the liability of the indemnifying Party hereunder shall be conclusively established by such settlement, the amount of such liability to include both the settlement consideration and the reasonable costs and expenses, including attorney's fees and costs, incurred by the indemnified Party or Parties in effecting such settlement.

Section 12. Default and Remedies.

(a) Notice and Cure Period. In the event of any default under this Agreement by a Party (the "Defaulting Party"), the non-defaulting Party or Parties shall give the defaulting Party written notice describing the default and thirty (30) days in which to cure. Should the Defaulting Party fail to cure such default within the thirty (30) day cure period (or such longer period as is reasonably necessary to remedy such breach, provided that the Defaulting Party shall have promptly commenced and thereafter continuously and diligently pursues such remedy at all times until such breach is cured, in no event to exceed a total of ninety (90) days from the date of the initial notice), the non-defaulting Party or Parties may enforce all the remedies available to it

at law or in equity, subject to the obligation to first mediate such dispute as set forth below.

(b) Remedies and Enforcement - Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a Defaulting Party to cure a breach of this Agreement as set forth above, any Party shall have the right to perform such obligations contained in this Agreement on behalf of such Defaulting Party and be promptly reimbursed by such Defaulting Party upon demand for the reasonable costs in accordance with Section 6(k).

(c) No Waiver. No waiver by any Party of any default under this Agreement shall be effective or binding on any such Party unless made in writing and no such waiver shall be implied from any omission by any Party to take action with respect to such default. No delay or omission of a Party in the exercise of any right accruing upon default by another Party shall impair any such right or be construed to be a waiver thereof. A waiver on one occasion by a Party of a breach or a default of any of the terms and conditions of this Agreement by another Party shall not be construed to be a waiver of subsequent breaches or defaults or of any other provisions hereof.

(d) Remedies Not Cumulative. All of the remedies permitted or available to a Party to this Agreement shall be cumulative and not mutually exclusive of one another, and the invocation of any one right or remedy shall not constitute an election or remedies or preclude a Party from exercising any other remedy under this Agreement, at law or in equity.

(e) Mandatory Mediation of Disputes. Prior to exercising the rights set forth in this Agreement, any Party shall request the unresolved dispute be mediated through mediation before a retired judge or justice from JAMS, pursuant to the mediation process described in this Section.

(1) Initiating Mediation. The Party desiring the mediation (the "Requesting Party") shall send written notice to the other party (the "Receiving Party") in accordance with Section 13 requesting mediation. The Receiving Party shall have ten (10) days from receipt of the written request to submit the matter to mediation. Within five (5) days after receipt of the Receiving Party's agreement to submit the matter to mediation, the Requesting Party shall send written demand to the Dispute Resolution Administrator of JAMS (the "Administrator") at the office of JAMS closest to the Parcels with the names, addresses, telephone numbers and fax numbers of all Parties to this Agreement and a brief synopsis of the claim, controversy, difference, or disputed matters and a proposed solution to the problem, with a copy sent to the Receiving Party.

(2) Selection of Mediator. As soon as practicable after the demand is served upon JAMS, the Administrator will contact all interested Parties to select a mutually agreeable mediator. If the Parties have not previously agreed to a mediator, or cannot agree on a mediator, the Administrator will designate the mediator from JAMS.

(3) Hearings-Scheduling/Parties Present. After the mediator has been selected, the Parties shall promptly agree upon a date and time for the initial conference with the mediator, but no later than ten (10) days after the date the mediator was selected. The Parties understand and agree that, besides counsel, each Party may bring only such additional persons as

are needed to respond to questions, contribute information and participate in the negotiations. The number of additional parties may be agreed upon in advance with the assistance and advice of the mediator.

(4) Position Papers. No later than three (3) days before the first scheduled mediation session, each Party shall deliver a concise written summary of its position, together with any appropriate documents, views and a proposed solution to the matters in controversy to the mediator and also serve a copy on the other Party.

(5) Participation by Mediator. Once familiar with the case, the mediator will give recommendations on terms of possible settlement conditions to be imposed upon the Parties (if appropriate). The mediator's opinion shall be based on the material and information then available to all Parties, excluding any information given to the mediator in confidence during a separate caucus. The opinions and recommendations of the mediator are not binding on the Parties.

(6) Confidentiality of Proceedings. The mediation process is to be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from the later discovery or use in evidence. The Parties agree that the provisions of California Evidence Code Section 1152.5 shall apply to any mediation conducted hereunder. The entire procedure is confidential, and no stenographic or other record shall be made except to memorialize a settlement record. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Party or a Party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such conduct, statements, promises, offers, views and opinions shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties. Provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission in evidence simply as a result of it having been used in connection with this settlement process.

(7) Fees and Costs. The fees and costs of the mediation shall conform to the then current fee schedule at JAMS and, in the absence of a written agreement to the contrary, will be borne equally by the Parties.

(8) Termination of Mediation Process. The mediation process shall continue until the matter is resolved, or the mediator makes a good faith finding that all settlement possibilities have been exhausted and there is no possibility of resolution through mediation. To the extent possible, mediation shall be conducted from 9:00 a.m. to 5:00 p.m., with a one-hour break, on consecutive days. In no event shall a Party be required to mediate for more than three (3) days.

(9) Condition Precedent to Litigation;. The Parties agree and acknowledge that any dispute arising from this Agreement brought before a court of competent jurisdiction shall first be subject to the mediation process, as set forth in this Section, as a condition precedent.

(f) Right to Enjoin/Specific Performance; Violation is a Nuisance. Notwithstanding the provisions set forth above, including the mediation process set forth in Section 12(e) above, in the event of any violation or threatened violation of any of the provisions of this Declaration by a Party, or any other person, the other Parties (or any one of them) shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for specific performance of the subject provision. For the avoidance of doubt, the Parties agree and acknowledge that any violation, or threatened violation of the use restrictions set forth in Section 2, or elsewhere in this Agreement, are not subject to the mandatory mediation process set forth in Section 12(e) above; provided, however, nothing in this Section shall be deemed to affect whether or not injunctive relief or specific performance is available on account of such violation or threatened violation. The result of every act or omission whereby any provision of this Declaration is violated, in whole or in part, is hereby declared to be a nuisance, and every remedy allowed by law or equity against a Party for nuisance, either public or private, shall be available to and may be exercised by another Party.

Section 13. Notice. Whenever notice is permitted or required by this Agreement (including within ten (10) business days after any change of ownership), it shall be made by being deposited in the United States Mail, certified mail, return receipt requested, postage prepaid or by reputable private delivery service, with a delivery receipt and delivery charges prepaid and addressed to the Parties as follows:

County:	County of Alameda c/o Economic and Civic Development Department 224 West Winton Avenue, Room 110 Hayward, CA 94544 Attention: Director
CVIC LLC:	CVIC, LLC 3323 Castro Valley Boulevard Castro Valley, CA 94546 Attn: Dave Knudsen
The Schwengs:	Charles & Patricia Schweng 4355 Moreland Drive Castro Valley, CA 94546
The Fongs:	Kenny & Wendy Fong 9809 Reimers Way Dublin, CA 94568

Any Party may change its address for notice by a notice to the other Parties in accordance with this Section 13. Notice shall be deemed received on the date shown on the delivery receipt as the date of delivery, the date delivery was refused or the date the item was returned as undeliverable.

Section 14. Venue and Applicable Law. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of California, and the Parties shall submit to the jurisdiction of and venue in the courts of the State of California in Alameda County in any legal proceeding necessary to interpret or enforce this Agreement or any part of this Agreement.

Section 15. Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party to this Agreement unless otherwise expressly provided in this Agreement.

Section 16. Integration. This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous oral and written agreements, understandings, and representations between the Parties relating to these particular issues. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties had prepared it. The Parties to this Agreement have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement (including but not limited to Civil Code Section 1654 as may be amended from time to time).

Section 17. Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision. No waiver shall be binding unless executed in writing by the Party making the waiver.

Section 18. Interpretation. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected, and each such remaining term and provision shall be valid and enforced to the fullest extent permitted by applicable law.

Section 19. Joint and Several Obligations. In the event any Party is composed of more than one person or entity, the obligations of such Party shall be joint and several.

Section 20. Recordation. This Agreement shall be recorded in the office of the recorder of the County of Alameda.

Section 21. Attorneys' Fees. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement, to collect damages as a result of any breach of this Agreement, or arising out of this Agreement or the rights and obligations of the Parties hereunder the Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorneys' fees, expenses, and costs incurred in such action (and any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Agreement); provided, however, attorneys' fees shall not be awarded in connection with any mediation as set forth in Section 12(e).

Section 22. Prohibited Alterations. Nothing in this Agreement permits a Party to undertake any construction or alterations that will do any of the following:

(a) Unreasonably interfere with another Party's use and enjoyment of their Parcel, the Shared Parking Facility, the Shared Sanitary Sewer Facility, or the Easement;

(b) Adversely affect any Party's access to or use of the Shared Parking Facility or Shared Sanitary Sewer Facility, including reducing the number of available parking spaces; or

(c) Cause the termination or nonrenewal of insurance policies or an increase in insurance premiums for other Parties; provided, however, that this Section 23(e) shall not prohibit any otherwise permitted or conditionally permitted use on a Party's Parcel.

Section 23. Term. The Easement created by and the covenants and restrictions of this Agreement shall run with and bind the Parcels currently owned by the Parties for ninety-nine (99) years, and shall inure to the benefit of and shall be enforceable by the Parties subject to this Agreement with respect to their regulatory interests, and the Parties' respective legal representatives, heirs, successors, and assigns.

Section 24. Amendments. This Agreement may be amended in writing by the Parties. Any amendment must be recorded and shall become effective upon being recorded in the Official Records. Any provisions of this Agreement relating to maintenance of the Shared Sanitary Sewer Facility, including, without limitation, Section 6 above, shall require the prior written consent of the Castro Valley Sanitary District.

(a) Party Approval Rights. Notwithstanding the above, this Agreement shall not be amended in any way which would adversely affect any Party's access to or use of the Shared Parking Facility, the Shared Sanitary Sewer Facility, or the Easement, including amendments that reduce the number of available parking spaces, without the unanimous consent of the Parties.

(b) County of Alameda Approval Rights. Notwithstanding the above, this Agreement shall not be amended in any way which would adversely affect any emergency egress easements or any County of Alameda code requirements pertaining to the Shared Parking Facility or the Shared Sanitary Sewer Facility without the prior approval of the County of Alameda which approval shall not be unreasonably withheld.

(c) Institutional Lender Approval Rights. Notwithstanding the above, this Agreement shall not be amended or terminated without the prior written approval of any Institutional Lender holding a mortgage on a Parcel, which approval shall not be withheld unreasonably. Failure of such Institutional Lender to respond in writing within forty-five (45) business days to a written request for approval of an amendment to or termination of this Agreement, either by approving the amendment or termination or by stating specific reasons for withholding approval, shall be deemed to be approval by the Institutional Lender. An Institutional Lender shall withhold approval of a proposed amendment only if such amendment adversely affects the Institutional Lender's security or regulatory interest in a given Parcel, including (but not limited to) any amendment affecting the Easement.

Section 25. Damage or Destruction.

(a) Parties to Rebuild. Except as set out in Section 25(b) below and subject to the rights of Institutional Lenders, in the event there is any damage or destruction to any portion of the Shared Parking Facility or the Shared Sanitary Sewer Facility as a result of fire or other casualty, the Shared Parking Facility and/or Shared Sanitary Sewer Facility shall be repaired and reconstructed generally in accordance with the Description and Conceptual Site Plan of the Shared Parking Facility and Shared Sanitary Sewer Facility attached as Exhibit F, as may be modified by mutual agreement of the Parties, and the provisions for repair and reconstruction as set forth in this Section. Subject to the rights of Institutional Lenders, if all such damage or destruction has occurred within the portion of the Shared Parking Facility or Shared Sanitary Sewer Facility located entirely within one Party's Parcel, then any cost of repair or reconstruction above the amount of insurance proceeds received for the loss shall be paid by that Party. If the damage or destruction affects more than one Parcel, then the JMC, utilizing the proceeds from the applicable insurance policies disbursed by the insurance trustee (as described below), shall coordinate the repair or reconstruction activities. The cost to repair or reconstruct which are above the amount of insurance proceeds received for the loss shall be divided in an equitable manner (reflecting the amount of repair work needed for each of the Parcels) between the affected Parties' Parcels. The affected Parties shall be obligated to pay any such cost within one hundred twenty (120) days of the date of the damage or destruction.

(b) Parties Fail to Rebuild. If any portion of the Shared Parking Facility or Shared Sanitary Sewer Facility are materially damaged or destroyed, as defined below, by fire or other casualty, and the Parties do not rebuild pursuant to subsection (a) above, then, to the extent applicable, the Parties shall use their best efforts to cause the minimum rebuilding of such damaged or destroyed components of the Shared Parking Facility necessary to provide vehicular access between the two (2) entry points as set forth on Exhibit G. Provided, however, if one Party cannot, or refuses, to rebuild, then any other Party (the "Rebuilding Party") may require the JMC to restore the Shared Parking Facility to provide vehicular access between the two (2) entry points as set forth on Exhibit G, or otherwise restore the Shared Sanitary Sewer Facility in a manner that allows the other portions of the Shared Sanitary Sewer Facility to be operated in a safe manner (the "Restoration Work"). Each Party irrevocably grants a right of entry to its respective Parcel for the JMC, the Managing Entity, and its agents and contractors, to perform such Restoration Work, and such right of entry shall be governed by the applicable requirements of Section 7. The Rebuilding Party shall be solely responsible for all costs incurred by, or on behalf of the JMC, in connection with the Restoration Work, including but not limited to all design and construction costs, and shall be responsible for all liens that may be recorded against a Parcel in connection with such work. Following the completion of such work, the Rebuilding Party will execute any document necessary to convey such improvements to the Party (or Parties) that owns the Parcel (or Parcels) on which such improvements have been constructed. Following the completion of the Restoration Work, the Party owning the Parcel on which the Restoration Work has been performed shall remain responsible for its ongoing Designated Share. Nothing in this Section shall be deemed to require any Party to be a Rebuilding Party.

For the purposes of this subsection, "materially damaged or destroyed" is defined as any damage that meets either of the following criteria: (i) the cost of repair or reconstruction of such damage, as determined by a licensed contractor selected by the Managing

Entity, is an amount greater than or equal to fifty percent (50%) of the initial construction amount for the Shared Parking Facility and the Shared Sanitary Sewer Facility (which amount, for the purposes of this Section, the Parties agree and acknowledge equals One Million Eight Hundred Thousand Dollars ($1,800,000)), as adjusted by a fraction whose numerator is the Consumer Price Index (1982-84=100) for all Urban Consumers published by the United States Department of Labor, Bureau of Labor Statistics for the San Francisco-Oakland-San Jose area, or any successor thereof ("CPI"), last published on the date of damage or destruction, and whose denominator is the CPI last published prior to the Effective Date, or (ii) such damage to either the Shared Parking Facility or Shared Sanitary Sewer Facility prevents such improvements from being used for the purpose for which improvements were installed.

(c) Insurance Trustee. Subject to the rights of Institutional Lenders, all insurance proceeds and other amounts required to be paid in connection with any work of repair or restoration to be undertaken hereunder shall be paid to an insurance trustee for periodic disbursement to the Party owning the damaged Parcel, if the damage is confined to one Parcel, as the work of repair and reconstruction progresses in accordance with prudent construction loan disbursement practices. If the repair work affects more than one Parcel, such funds shall be periodically disbursed to the JMC for disbursement to the affected Parties.

Section 26. Condemnation.

(a) Total Taking. In the event of a taking of the entire Shared Parking Facility and/or Shared Sanitary Sewer Facility by eminent domain, each Party shall be entitled to receive the award of such taking for that Party's Parcel (subject to any required indemnification payments to other Parties pursuant to this Agreement) after all mortgages and liens on such Parcel have been satisfied or otherwise discharged. After acceptance of the award of the taking by the Parties and their Institutional Lenders and lienholders, the Parties and their Institutional Lenders and lienholders shall be divested of all interest in such Parcel and the Parties shall vacate such Parcel as a result of such taking.

(b) Partial Taking. In the event of a partial taking of the Shared Parking Facility and/or Shared Sanitary Sewer Facility by eminent domain, subject to the following requirement that the Shared Parking Facility or Shared Sanitary Sewer Facility be rebuilt, the Party owning any affected Parcel or its Institutional Lenders or lienholders, as applicable, shall be entitled to receive the award of such taking with respect to such Parcel (subject to any required indemnification payments to other Parties pursuant to this Agreement), and after acceptance of the award of the taking by the Party owning such Parcel and its Institutional Lenders and lienholders, the Party and its Institutional Lenders and lienholders shall be divested of all interest in the Parcel or portion of the Parcel, as applicable, and such Party shall vacate the Parcel or portion thereof as a result of such taking. The remaining portion of the Shared Parking Facility and/or Shared Sanitary Sewer Facility shall be resurveyed and, if necessary, the Agreement shall be amended to reflect such taking. Unless all of the Parties decide not to rebuild, in all circumstances the Shared Parking Facility and/or Shared Sanitary Sewer Facility shall be restored using the condemnation proceeds. The JMC shall coordinate the reconstruction activities, and the cost to reconstruct which is above the amount of condemnation proceeds received from the taking shall be divided in an equitable manner (reflecting the amount of work needed for each Parcel) among the Parties.

(c) Party's Right to Award. In the event of the exercise of eminent domain or transfer in lieu thereof of a Parcel or any portion thereof (whether or not such taking includes the Easement Areas or a portion thereof) (the "Condemned Parcel"), the award attributable to the Condemned Parcel shall be payable only to the Party that owns the Condemned Parcel. No other Party shall have an interest in any award or payment made in connection with the exercise of eminent domain or transfer in lieu thereof of the Condemned Parcel, provided, however, that the other Party(ies) may file collateral claims with the condemning authority for their losses and may receive payment if awarded separately and apart from the award made to the Party that owns the Condemned Parcel.

Section 27. Mediation of Matters of Reasonable Consent. In various instances this Declaration provides that the exercise of a right by, or the performance of an obligation of, or the execution of an action by a Party (hereinafter in this Section called the "Consentee"):

(a) Shall be subject to the consent or approval of another Party or Parties (collectively hereinafter in this Section called the "Consenter") and that the consent or approval of the Consenter shall not be unreasonably withheld or delayed; or

(b) Shall be subject to the satisfaction of the Consenter in the exercise of the reasonable discretion or words to such effect.

Unless the provisions of this Declaration provide for a different treatment, in any case described above where the Consenter shall withhold its consent or approval or shall declare itself not to be satisfied, then the Consentee may elect to have the matter submitted for resolution in accordance with Section 12(e) hereof, which, if mediation is applicable, shall be expedited to the extent permitted by, or not inconsistent with, the rules applicable to such mediation.

Section 28. Estoppel Certificate. Each Party, within fifteen (15) business days of written request from another Party, shall execute, acknowledge and deliver an estoppel certificate, in a mutually acceptable form, certified to such requesting Party or any prospective purchaser, assignee, lessee or mortgagee designated by such requesting Party, without charge, certifying that (a) this Declaration is in full force and effect, without modification (or if there have been modifications, identifying the modifications); (b) there are no existing defaults nor does any set of facts exist which with the passage of time or the giving of notice or both would constitute a default (or if so, specifying the nature and extent thereof); (c) there exist no disputes relative to amounts payable by or to such Party (or if so, setting forth the nature and amount of the dispute), and (d) such other information concerning the status of this Declaration or the performance of the Parties of their respective obligations hereunder as may be reasonably requested.

Section 29. Force Majeure. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); adverse weather conditions (provided that such claim is documented by data substantiating that weather conditions were abnormal for the period

of time, could not have been reasonably anticipated, and had a material adverse impact on the Party's ability to satisfy its obligation hereunder); acts, or the failure to act, of the other Parties; acts or failure to act of any governmental authority; or any other causes (other than a Party's lack of funds, or inability to obtain financing) beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other Parties within ten (10) days from the date the Party seeking the extension first discovered the cause and such extension of time is not reasonably rejected in writing by the other Parties within ten (10) days after receipt of the notice.

Section 30. Title of Parts and Sections. Any titles of the articles, sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provision. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

Section 31. Parties Not Co-Venturers. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another (except as expressly set forth herein in connection with the Managing Entity).

Section 32. Time of the Essence. In all matters under this Agreement, the Parties agree that time is of the essence.

Section 33. Business Days. Any reference to a "business day" in this Declaration shall mean any day in which the County is open for business, and shall exclude any Saturday, Sunday, or other day of the week in which the County is closed.

Section 34. Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which shall be deemed to be an original.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the date and year first above written, but this Declaration shall not be effective until it is recorded in the Official Records of the County of Alameda, California.

COUNTY:

COUNTY OF ALAMEDA, a political subdivision of the state of California

By: _____

Name: _____

Its: _____

SIGNATURES CONTINUE ON FOLLOWING PAGES

CHARLES SCHWENG AND PATRICIA SCHWENG, Trustees of the Charles and Patricia Schweng Family Trust UDT Dated January 21, 1998

By: _____
Charles Schweng, Trustee

By: _____
Patricia Schweng, Trustee

SIGNATURES CONTINUE ON FOLLOWING PAGES

JEFF Y. F. FONG AND YUEN SIU FONG, HIS WIFE, as joint tenants, as to an undivided 50% interest

By: _____
Jeff Y. F. Fong

By: _____
Yuen Siu Fong

SIGNATURES CONTINUE ON FOLLOWING PAGES

KENNY YAU-CHUNG FONG AND WENDY WAI-CHUN FONG, Trustees of the Fong Family Revocable Trust Dated March 18, 1999, as to an undivided 50% interest

By: _____
Kenny Yau-Chung Fong, Trustee

By: _____
Wendy Wai-Chun Fong, Trustee

SIGNATURES CONTINUE ON FOLLOWING PAGES

CVIC LLC, a California limited liability company

By: _____
Dave Knudsen, General Manager

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

On _____, 2014, before me, Lucia Romo, Notary Public, personally appeared Dave Knudsen, General Manager, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

On _____, 2014, before me, Lucia Romo, Notary Public, personally appeared Jeff Y.F. Fong, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

On _____, 2014, before me, Lucia Romo, Notary Public, personally appeared Yuen Siu Fong, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2014, before me, Lucia Romo, Notary Public, personally appeared Charles Schweng, Trustee, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2014, before me, Lucia Romo, Notary Public, personally appeared Patricia Schweng, Trustee, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

_____
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

On _____, 2014, before me, Lucia Romo, Notary Public, personally appeared Kenny Yau-Chung Fong, Trustee proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

On _____, 2014, before me, Lucia Romo, Notary Public, personally appeared Wendy Wai-Chun Fong, Trustee, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

On _____, before me, _____, Notary Public, personally appeared _____, 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.
I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE WILBEAM PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWNSHIP OF EDEN, AN UNINCORPORATED AREA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Portion of Lot 1, Block "A", map of "Castro Valley Gardens," filed January 13, 1914, Map Book 28, Page 57, Alameda County Records, described as follows:

Beginning at a point on the center line of Wilbeam Avenue, distant thereon 135 feet southerly from the southern line of Mattox Road (now known as Castro Valley Boulevard), as said avenue and road are shown on said map; thence southerly along said center line of Wilbeam Avenue 60 feet; thence westerly parallel with said line of Mattox Road 145.36 feet; thence northerly parallel with said center line of Wilbeam Avenue 60 feet; thence easterly parallel with said line of Mattox Road 145.36 feet to the point of beginning.

APN: 084A-0040-022-00

EXHIBIT B

LEGAL DESCRIPTION OF THE DAUGHTREY PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 3 IN BLOCK "A", AS SAID LOT AND BLOCK ARE SHOWN ON THE MAP OF "CASTRO VALLEY GARDENS", FILED JANUARY 13, 1914, IN BOOK 28 OF MAPS, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

EXCEPTING THEREFROM, THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF SAID LOT 3; AND RUNNING THENCE ALONG THE SOUTHERN LINE OF SAID LOT 3, NORTH 88° 39' EAST, 163.53 FEET TO THE EASTERN LINE OF SAID LOT 3; THENCE ALONG THE LAST NAMED LINE, NORTH 1° 21' WEST, 237 FEET; THENCE SOUTH 88° 38' WEST, 38.53 FEET; THENCE NORTH 1° 21' WEST, 3 FEET; THENCE SOUTH 88° 39' WEST, 125 FEET TO SAID WESTERN LINE OF SAID LOT 3; AND THENCE ALONG THE LAST NAMED LINE,
SOUTH 1° 21' EAST, 240 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, THAT PORTION THEREOF WHICH LIES WITHIN THE LINES OF THE LAND DESCRIBED IN THE DEED FROM THOMAS LITCH AND EVA LITCH, HIS WIFE, TO THE STATE OF CALIFORNIA, DATED AUGUST 13, 1930, RECORDED SEPTEMBER 23, 1930, IN BOOK 2426 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 344, INSTRUMENT NO. (AA/57760).

APN: 084A-0040-018-04

EXHIBIT C

LEGAL DESCRIPTION OF THE CVIC PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Portion of Lot 2 in Block "A", as said lot and block are shown on the map of "Castro Valley Gardens, Eden Township, Alameda County, California," filed January 13, 1914 in Book 28 of Maps, Page 57, in the office of the County Recorder of Alameda County, described as follows:

Beginning at a point on the southern line of Castro Valley Boulevard, formerly Mattox Road, also known as County Road No. 248, distant thereon south 89° 06' west 220.36 feet from the point of intersection thereof with the center line of Wilbeam Avenue, as said road and avenue are shown on said map; running thence along said line of Castro Valley Boulevard south 89° 06' west 163.91 feet to the western line of Lot 2 in Block "A" as shown on said map; thence southerly along the western line of said Lot 2, 266.07 feet to the northern boundary line of land conveyed by Irma Fay Brown to A.J. Harrell, by deed dated July 25, 1927, recorded September 22, 1927, in Book 1699 of Official Records of Alameda County, Page 179; thence easterly along the last named line 163.91 feet to the eastern line of said Lot 2; and thence northerly along said last named line 265.43 feet, more or less, to the said southern line of Castro Valley Boulevard and the point of beginning.

Excepting therefrom all that portion thereof described in deed from Mary Irene Bickford and Ulmer M. Bickford, her husband, to State of California, dated May 24, 1930, recorded August 9, 1930 in Book 2397 of Official Records of Alameda County, Page 452.

APN: 084A-0040-019

EXHIBIT D

LEGAL DESCRIPTION OF THE SCHWENG PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, TOWNSHIP OF EDEN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Beginning at a point on the center line of Wilbeam Avenue, distant thereon Southerly 195 feet from the Southern line of Mattox Road, now known as Castro Valley Boulevard, as said Avenue and Road are shown on the Map herein referred to; running thence Southerly along said center line of Wilbeam Avenue, 65 feet; thence Westerly and parallel with said line of Mattox Road, 220.36 feet; thence Northerly and parallel with said line of Wilbeam Avenue, 65 feet; thence Easterly and parallel with said line of Mattox Road, 220.36 feet to the point of beginning.

Being a portion of Lot 1 in Block "A", as said Lot and Block are shown on the Map of "Castro Valley Gardens", filed January 13, 1914, in Book 28 of Maps, Page 57, in the Office of the County Recorder of Alameda County.

APN: 084A-0040-023-02

EXHIBIT E

LEGAL DESCRIPTION OF THE FONG PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, TOWNSHIP OF EDEN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Beginning at a stake in the Southerly line of State Highway leading from Castro Valley to Dublin, as the same is now widened to 100 feet, distant thereon South 89 degrees 06' West 145.36 feet from the point of intersection therewith of the centerline of Wilbeam Avenue, as said Avenue is shown on that certain Map entitled "Castro Valley Gardens, Eden Township, Alameda Co. California, etc", filed in Book 28 of Maps at Page 57, thereof Records of Alameda County, California; and running thence South 1 degree 21' East, distant 175 feet to a stake; thence South 89 degrees 06' West distant 75 feet to a stake; thence North 1 degree 21' West distant 175 feet to a stake in the said Southerly line of the State Highway; thence along the last said line North 89 degrees 06' East distant 75 feet to the point of beginning.

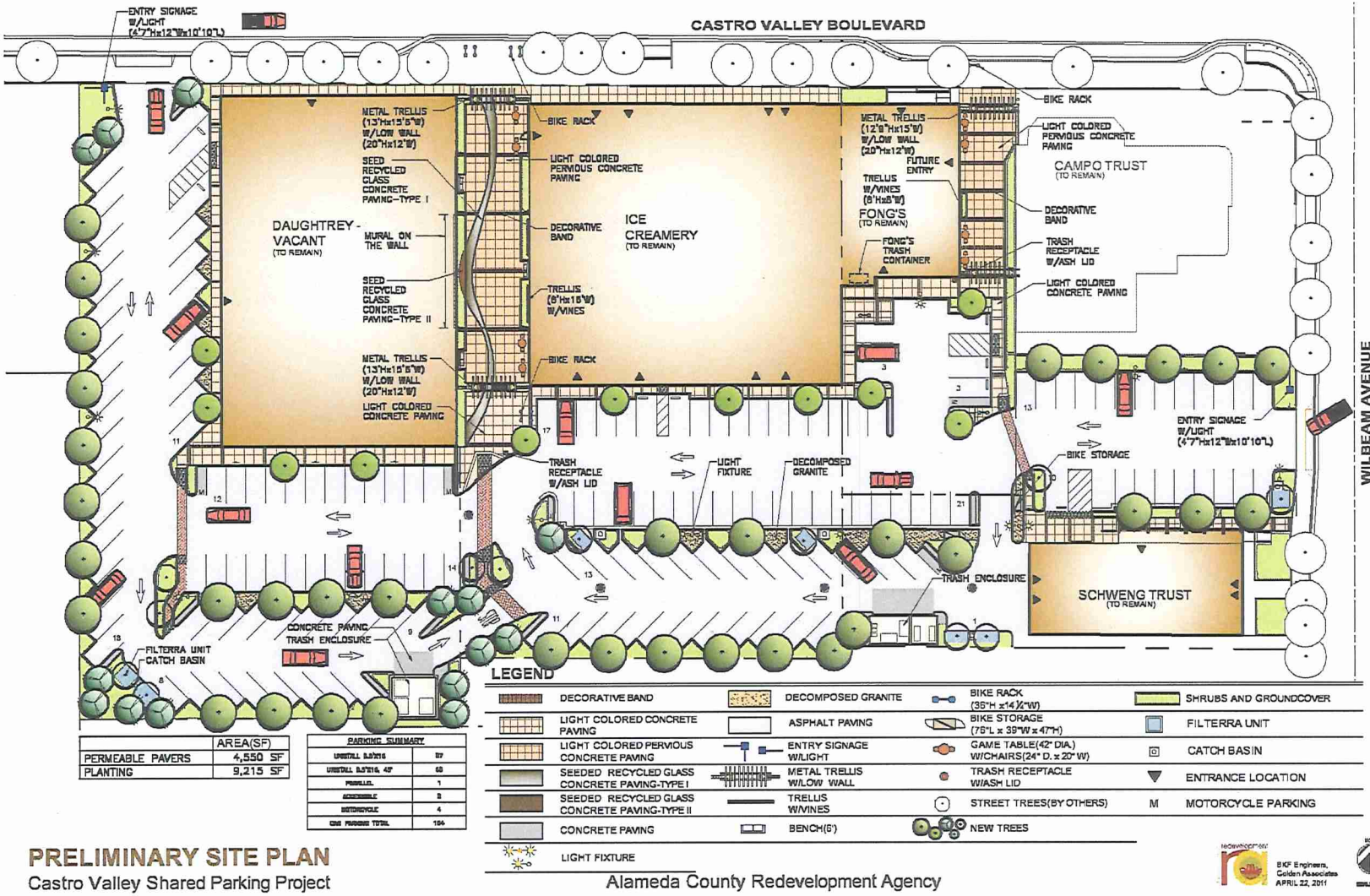
Being a portion of Lot (1) in Block "A", as said Lot and Block are so shown, delineated and so designated upon that Map hereinabove referred to.

EXHIBIT F

DESCRIPTION AND CONCEPTUAL SITE PLAN OF THE SHARED PARKING FACILITY AND SHARED SANITARY SEWER FACILITY

The Shared Parking Facility will be located at the rear of the businesses located on the south side of Castro Valley Boulevard between Santa Maria Avenue and Wilbeam Avenue. Attached is a Conceptual Site Plan of the Shared Parking Facility. The Shared Parking Facility includes the Parcels owned by four Non-County Owners and the additional Parcel owned by the County. The Shared Parking Facility allows for joint access to all five Parcels which will be reconfigured to allow for access at two key locations, one on Castro Valley Boulevard and one on Wilbeam Avenue. Grading of all the existing parking areas will provide for one contiguous level area that will accommodate approximately 170 parking stalls.

Landscaping and lighting will be installed, Filtera units will capture the storm drain runoff, and group trash enclosures (including sanitary sewer connections, grease interceptors, and hot and cold water access) will be constructed with individual bins inside for respective business uses. Utilities such as water and electricity and maintenance such as tree pruning, sweeping, weeding and irrigation repairs will be jointly paid for by all Non-County Owners. Driveways that are no longer necessary to access the Shared Parking Facility will be transformed into pedestrian walkways, otherwise called paseos, that will bring connectivity to the businesses and Castro Valley Boulevard. These paseos will be lit and decorative paving, landscaping and furniture will be installed. The paseos will also allow for outdoor dining opportunities. Signage will be installed at the entrance points of the parking lot as well as strategic points along Castro Valley Boulevard, leading up to the Shared Parking Facility.



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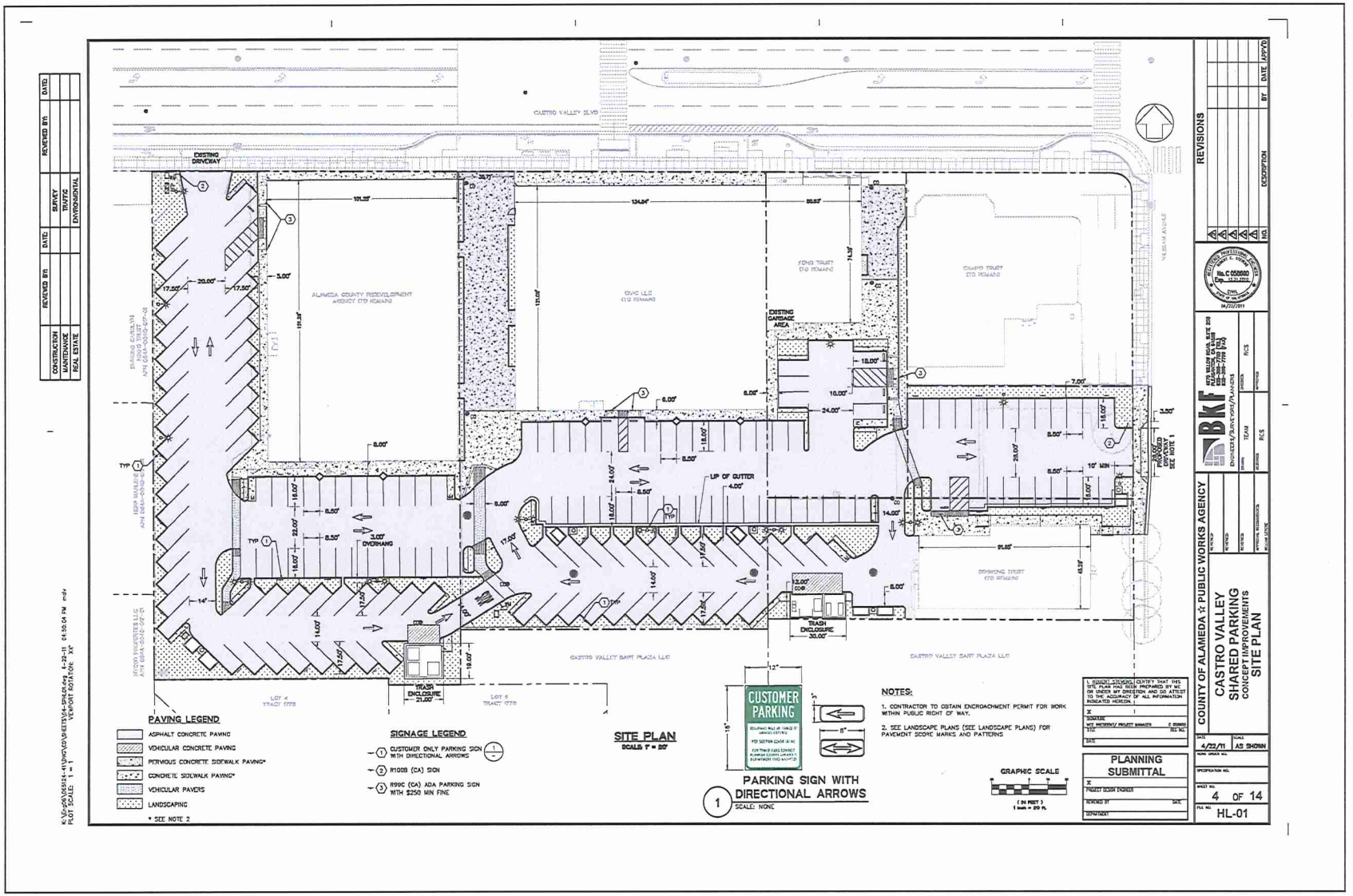

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EXHIBIT G

DESCRIPTION OF THE SHARED PARKING AND ACCESS EASEMENT

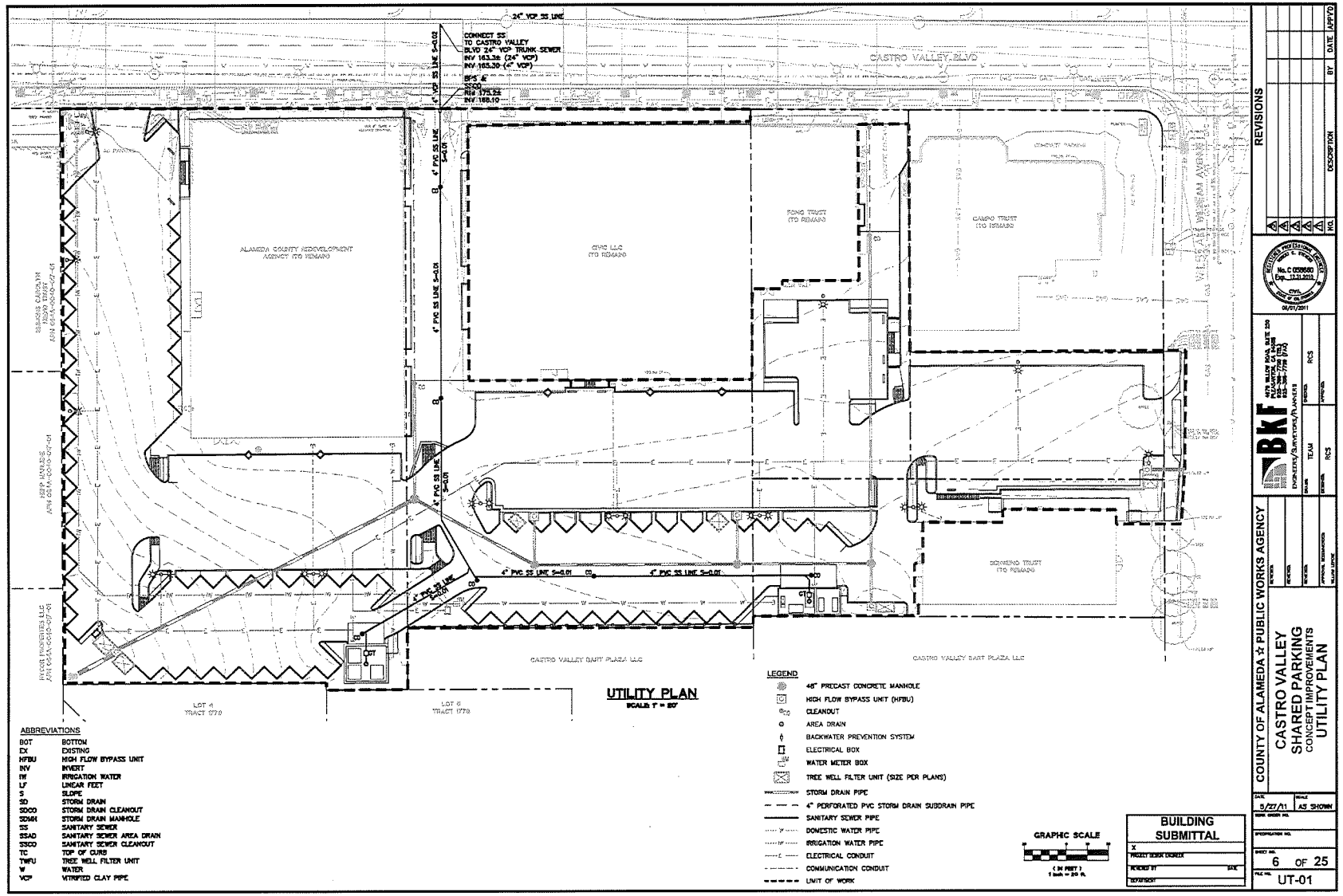

EXHIBIT G

LIST OF DIRECTOR-APPROVED USES

Director-Approved Uses Subject To Prior County Approval

The following retail and commercial uses are "Director-Approved Uses" and are only permitted in the event the Developer has requested approval of, and the Director has provided written approval of, such proposed use in accordance with Section 6.2:

- Antique Re-sale
- Beauty / Barber services (for street facing store frontage)
- Financial Institutions (for street facing store frontage)
- Day Spas (for street facing store frontage)
- Dollar Store where "Dollar Store" shall mean a 99 cents store or "dollar" store including by way of example but not limitation, stores such as Big Lots, 99-cent Only, Dollar General, Dollar Tree, or Family Dollar.
- Low-value Retail where "Low-value Retail" means a retail store whose primary purpose is the selling of damaged, used, or heavily discounted merchandise because of its condition, or stores at the bottom-end of the Off-price Retail (defined below) spectrum such as DD's Discounts. Low-value Retail is distinguished from so-called "Off-price Retail" which shall mean a retailer that generally offers quality, fashionable, private label (its own or other's), brand name, or off-season merchandise with every day prices that are generally below regular retail prices for comparable merchandise and include by way of example and not limitation TJ Maxx, Marshalls, Ross, Home Goods, Shoe Pavilion, DSW, Stein Mart, Burlington Coat, or Fry's. The Parties hereby acknowledge that, as of the Execution Date, such stores do not constitute "Low-value Retail" as defined above. The Parties further acknowledge that Off-price Retail does not constitute "Low-value Retail" (as defined above). The Parties further acknowledge that Off-price Retail shall not include Dollar Stores or Thrift Stores. Off-price Retail is permitted and is not a Director-Approved Use.
- Thrift Stores such as Goodwill, Salvation Army or similar stores selling second-hand goods
- Dry Cleaners (for street facing store frontage; provided, however, that a dry cleaner with an on-site plant shall not be permitted in the Development).
- Indoor Exercise (for street facing store frontage)
- Liquor Sales (not intended to preclude [i] a restaurant selling alcohol for on-premises consumption such as by way of example and not limitation Buffalo Wild Wings, Buffalo Bills, Pyramid Brewery, or Elephant Bar, or [ii] a first class retailer such as BevMo, Total Wine & More, or a specialty wine merchant).
- Photocopying Services (for street facing store frontage)
- Tailor Services (for street facing store frontage)
- Type C1 Offices, as defined in the Specific Plan (for street facing store frontage)

EXHIBIT H

(FORM OF CERTIFICATE OF COMPLETION)

Recording Requested By
And When Recorded Mail To:

County of Alameda
c/o Department of Economic and
Community Investment
224 West Winton Avenue, Room 110
Hayward, CA 94544
Attention: Director

No fee for recording pursuant to
Government Code Section 27383

CERTIFICATE OF COMPLETION
(3295 Castro Valley Boulevard)

This Certificate of Completion is provided pursuant to Section 5.8 of that certain Disposition and Development Agreement (the "Agreement") by and between the County of Alameda, a political subdivision of the State of California (the "County"), and Greensfelder Commercial Real Estate LLC, a California limited liability company (the "Developer"), dated as of _____, 2014. The County certifies that the Developer has met all of its obligations under the Agreement, and more specifically referenced in Section 5.8 thereof to, including, but not limited to the rehabilitation of the Building on the real property described in the attached ExhibitA (the "Property").

The Agreement is evidenced by that certain Memorandum of Disposition and Development Agreement dated as of _____, 201_, and recorded against the Property in the official records of Alameda County on _____, 201_, as document number. This Certificate of Completion: (1) shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a deed of trust securing money loaned to finance the rehabilitation of the Property or any part thereof; (2) shall not constitute evidence of compliance with the prevailing wage requirements of California Labor Code Sections 1720 et seq. (to the extent applicable as set forth in Section 5.5 of the Agreement); and (3) is not, nor shall be deemed to be, either a notice of completion under the California Civil Code or a certificate of occupancy.

This Certificate of Completion shall not have any effect on the Term of the Agreement (other than to establish the date on which the Term shall expire, which date shall be eleven (11) years following the date of the recordation of this Certificate of Completion). In accordance

with Section 5.8 of the Agreement, this Certificate of Completion terminates the following provisions of the Agreement: Article 2; Article 3; Article 4 except for Section 4.6; Article 5 except for Sections 5.5(b), 5.8, and 5.9; Article 7; Section 8.2; Section 8.3(d); and Section 9.1; provided, however all other duties, rights, remedies and controls of the County or the Developer, as the case might be, with respect to the rights and requirements under the Agreement not listed above, shall continue for the Term of the Agreement or as otherwise specified therein. Nothing in this Certificate shall be deemed to waive, limit, or impair any indemnification obligation that survives the termination of the Agreement.

Capitalized terms used, but not defined, in this Certificate of Completion shall have the meaning set forth in the Agreement.

Executed as of this _____ day of _____, 20_.

COUNTY OF ALAMEDA, a political subdivision of the State of California

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

By: _____
County Counsel

SIGNATURE MUST BE NOTARIZED

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who 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.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT I

LIST OF HAZARDOUS MATERIALS REPORTS

1. July 9, 1966 – Letter from Versar Inc. to Bank of America: Phase I Environmental Site Assessment
2. September 17, 1996 – Letter from Versar Inc. to Mr. Ernie Daughtrey: Asbestos-Containing Materials Management options and Cost Estimates; Asbestos Screening Survey
3. March 30, 2006 - Invoice and Report from Riverbank Interiors to Randy Papierniak for Asbestos Removal
4. April 24, 2006 – Letter Report from Riverbank Interiors to Randy Papierniak for Asbestos Removal
5. August 17, 2010 – JCP-LGS (8) Commercial Property Disclosure Reports for Alameda County
6. September 14, 2010 – Phase 1 Environmental Site Assessment prepared by Geocon Consultants, Inc. for Alameda County Redevelopment Agency
7. September 14, 2010 – Appendices to Phase 1 Environmental Site Assessment prepared by Geocon Consultants, Inc. for Alameda County Redevelopment Agency
8. October 26, 2010 – Limited Site Investigation Report ("Phase 2") prepared by Geocon Consultants, Inc. for Alameda County Redevelopment Agency
9. February 15, 2011 – Notice of Intent Application Form for NPDES Permit No. 912003 from ARS, Inc. to California Regional Water Quality Control Board, San Francisco Bay Region
10. February 15, 2011 - Appendices 1, 2, 3, 4 and "Figures & Drawings" to the Notice of Intent Application Form for NPDES Permit No. 912003 from ARS, Inc. to California Regional Water Quality Control Board, San Francisco Bay Region
11. February 22, 2011 – Notice of General Permit Coverage for Discharge, NPDES Permit No. CAG912003 from California Regional Water Quality Control Board, San Francisco Bay Region to Keller Investment, Inc.
12. March 3, 2011 – "Comfort" Letter from California Regional Water Quality Control Board, San Francisco Bay Region to Keller Investment Corporation and Alameda County Redevelopment Agency
13. April 6, 2011 – Operations Manual for the Liquid Phase Granular Activated Carbon (GAC) sent from ARS Inc. to Mr. Randy Papierniak
14. April 19, 2011 – Letter from Geocon Consultants, Inc. to California Regional Water Quality Control Board, San Francisco Bay Region regarding Change in Ownership
15. May 13, 2011 - Notice of General Permit Coverage for Discharge, NPDES Permit No. CAG912003 from California Regional Water Quality Control Board, San Francisco Bay Region to Alameda County Redevelopment Agency
16. August 23, 2011 – Letter Report from Geocon Consultants, Inc. to Alameda County Redevelopment Agency regarding Indoor Air Investigation Report
17. August 23, 2011 – Table 1 to Indoor Air Investigation Report, Summary of Indoor Air Analytical Data – VOCS

18. October, 2011 – Site Plan for Remediation Equipment at 3295 Castro Valley Blvd. prepared by Geocon Consultants, Inc.
19. June 26, 2012 – Backflow Prevention Test Report (Pass) filed by Alameda County Community Development with East Bay Municipal Utility District
20. October 23, 2012 – Invoice for Annual Permit Fee from California Regional Water Quality Control Board, San Francisco Bay Region to Alameda County Redevelopment Agency
21. August 12, 2013 – Second Quarter 2013 Self-Monitoring Report (SMR) under NPDES Permit No. 912003 from Geocon Consultants, Inc. to California Regional Water Quality Control Board, San Francisco Bay Region

EXHIBIT J

COPY OF TITLE REPORT

CHICAGO TITLE COMPANY

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, ***Chicago Title Company*** *hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Nebraska corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Morris Evans
Countersigned

Chicago Title Company
BY _____ President
ATTEST _____ Secretary

Visit Us on our Website: www.ctic.com

Chicago Title Company

ISSUING OFFICE: 2150 John Glenn Drive, Suite 400 • Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT: Chicago Title Company - Oakland
1 Kaiser Plaza, Suite 745 • Oakland, CA 94612
510 451-8888 • FAX 510 465-0738

PRELIMINARY REPORT

Title Officer: Mark Goodrich
Escrow Officer: Laurie Edwards
Escrow No.: 13-**58205217**-LE

Title No.: 13-**58205217**-MG
Locate No.: CACTI7701-7701-5582-0058205217

TO: Alameda County Redevelopment Agency
224 W. Winton Ave., Room 110
Hayward, CA 94544

ATTN: Bill Lambert

PROPERTY ADDRESS: 3295 Castro Valley Boulevard, Castro Valley, California

EFFECTIVE DATE: October 25, 2013, 07:30 A.M.

The form of policy or policies of title insurance contemplated by this report is:

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

   A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   Redevelopment Agency of the County of Alameda, a dissolved public body, subject to Section 34173 of the California Health and Safety Code

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

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

MQ\MQ 11/18/2013

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 3 IN BLOCK "A", AS SAID LOT AND BLOCK ARE SHOWN ON THE MAP OF "CASTRO VALLEY GARDENS", FILED JANUARY 13, 1914, IN BOOK 28 OF MAPS, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

EXCEPTING THEREFROM, THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF SAID LOT 3; AND RUNNING THENCE ALONG THE SOUTHERN LINE OF SAID LOT 3, NORTH 88° 39' EAST, 163.53 FEET TO THE EASTERN LINE OF SAID LOT 3; THENCE ALONG THE LAST NAMED LINE, NORTH 1° 21' WEST, 237 FEET; THENCE SOUTH 88° 38' WEST, 38.53 FEET; THENCE NORTH 1° 21' WEST, 3 FEET; THENCE SOUTH 88° 39' WEST, 125 FEET TO SAID WESTERN LINE OF SAID LOT 3; AND THENCE ALONG THE LAST NAMED LINE,
SOUTH 1° 21' EAST, 240 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, THAT PORTION THEREOF WHICH LIES WITHIN THE LINES OF THE LAND DESCRIBED IN THE DEED FROM THOMAS LITCH AND EVA LITCH, HIS WIFE, TO THE STATE OF CALIFORNIA, DATED AUGUST 13, 1930, RECORDED SEPTEMBER 23, 1930, IN BOOK 2426 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 344, INSTRUMENT NO. (AA/57760).

APN: 084A-0040-018-04

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Taxes for Fiscal Year 2013-2014 are not assessed.

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation Code of the State of California.

3. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to:	Pacific Gas and Electric Company
Purpose:	Conveying gas
Recorded:	November 28, 1940, Instrument No. MM-64112, Book 4021, Page 11, of Official Records
Affects:	Beginning at a point in the Northerly boundary line of said premises, distant thereon 76.5 feet Easterly from the Northwest corner of said premises; and running thence Southerly, parallel with the Westerly boundary line of said premises, 196 feet, more or less, to a point in said premises

4. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to:	The Alameda County Flood Control and Water Conservation District
Purpose:	A storm drain for flood control and related purposes
Recorded:	July 16, 1962, Instrument No. AT-95443, Reel 631, Image 614, of Official Records
Affects:	The Westerly 8 feet of said land

5. **The fact** that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.

Redevelopment Agency:	County of Alameda, Eden Area Redevelopment Project
Recorded:	July 12, 2000, Instrument No. 2000207839, of Official Records

6. **A deed of trust** to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount:	$647,000.00
Dated:	April 4, 2011
Trustor:	Redevelopment Agency of the County of Alameda
Trustee:	Chicago Title Company, a California corporation
Beneficiary:	Keller Investments, Inc. (formerly Daughtrey Department Stores), a California Corporation
Loan No.:	Not shown
Recorded:	April 8, 2011, Instrument No. 2011104029, of Official Records

7. **Approval** of the policy or commitment by the Regional Counsel is required prior to recordation of the instruments required to complete this transaction and issuance of the title insurance policy. The right is reserved to make additional exceptions and/or requirements upon his or her review.

8. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Greensfelder Commercial Real Estate LLC

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps

c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

9. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

10. If extended coverage title insurance will be requested, or if this report has been issued to facilitate a request for extended coverage title insurance, then the following would also be exceptions to coverage:

Any facts, rights, interests or claims which are not disclosed by the public records but which could be ascertained by making inquiry of the parties or persons in possession of the herein described land.

Any easements, liens (including but not limited to any Statutory Liens for labor or materials arising from any on-going or recently completed works of improvement), encumbrances, facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the herein described land.

Discrepancies, conflicts in boundary lines, shortages in area, encroachments or any other facts which a correct survey of the herein described land would disclose which are not shown by the public records and the requirement that said survey meets with the minimum standards for ALTA/ACSM land title surveys.

11. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

12. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Redevelopment Agency of the County of Alameda, a dissolved public body, subject to Section 34173 of the California Health and Safety Code

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

END OF ITEMS

Note 1. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Commercial Property, known as 3295 Castro Valley Boulevard, Castro Valley, California, to an Extended Coverage Loan Policy.

Note 2. The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

Name(s) furnished: Greensfelder Commercial Real Estate, LLC

If these name(s) are incorrect, incomplete or misspelled, please notify the Company.

Note 3. There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note 4. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note 5. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 6. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

END OF NOTES

ATTACHMENT ONE

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   - land use
   - improvements on the land
   - land division
   - environmental protection

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.
   This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
   - a notice of exercising the right appears in the public records on the Policy Date
   - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking
3. Title Risks:
   - that are created, allowed, or agreed to by you
   - that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
   - that result in no loss to you
   - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
   - to any land outside the area specifically described and referred to in Item 3 of Schedule A
     or
   - in streets, alleys, or waterways that touch your land

   This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.
3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

ATTACHMENT ONE
(CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

SCHEDULE B, PART I
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ATTACHMENT ONE
(CONTINUED)

FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92) WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
      (a) to timely record the instrument of transfer; or
      (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.
In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ATTACHMENT ONE
(CONTINUED)

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.
In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE
(CONTINUED)

FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy, or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (a) to timely record the instrument of transfer; or
      (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.
In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ATTACHMENT ONE
(CONTINUED)

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.
In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE
(CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. Land use
   d. improvements on Land
   e. Land division
   f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1.00% of Policy Amount or $ 2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 15:	1.00% of Policy Amount or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 16:	1.00% of Policy Amount or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 18:	1.00% of Policy Amount or $ 2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $ 2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $ 2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
   (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
   (a) The time of the advance; or
   (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07/26/10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Effective Date: 5/1/2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Effective Date: 5/1/2008

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information
We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access To Personal Information/
Requests for Correction, Amendment, or Deletion of Personal Information
As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement
This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company
CTC – Chicago Title Company

FNF Underwriter
CTIC – Chicago Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)
Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 or 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

FEE REDUCTION SETTLEMENT PROGRAM (CTC and CTIC)
Eligible customers shall receive a $20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in *The People of the State of California et al. v. Fidelity National Title Insurance Company et al.,* Sacramento Superior Court Case No. 99AS02793, and related cases.

DISASTER LOANS (CTIC)
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% or 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 32% or 50% of the appropriate title insurance rate, depending on the type of coverage selected.

ASSESSOR'S MAP 84A

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Scale: 1" = 100'

Code Area Nos.
54-119
54-125

Castro Valley Gardens (Bk.28, Pg.57)

Map of Laurel Farm (Bk.6, Pg.27)

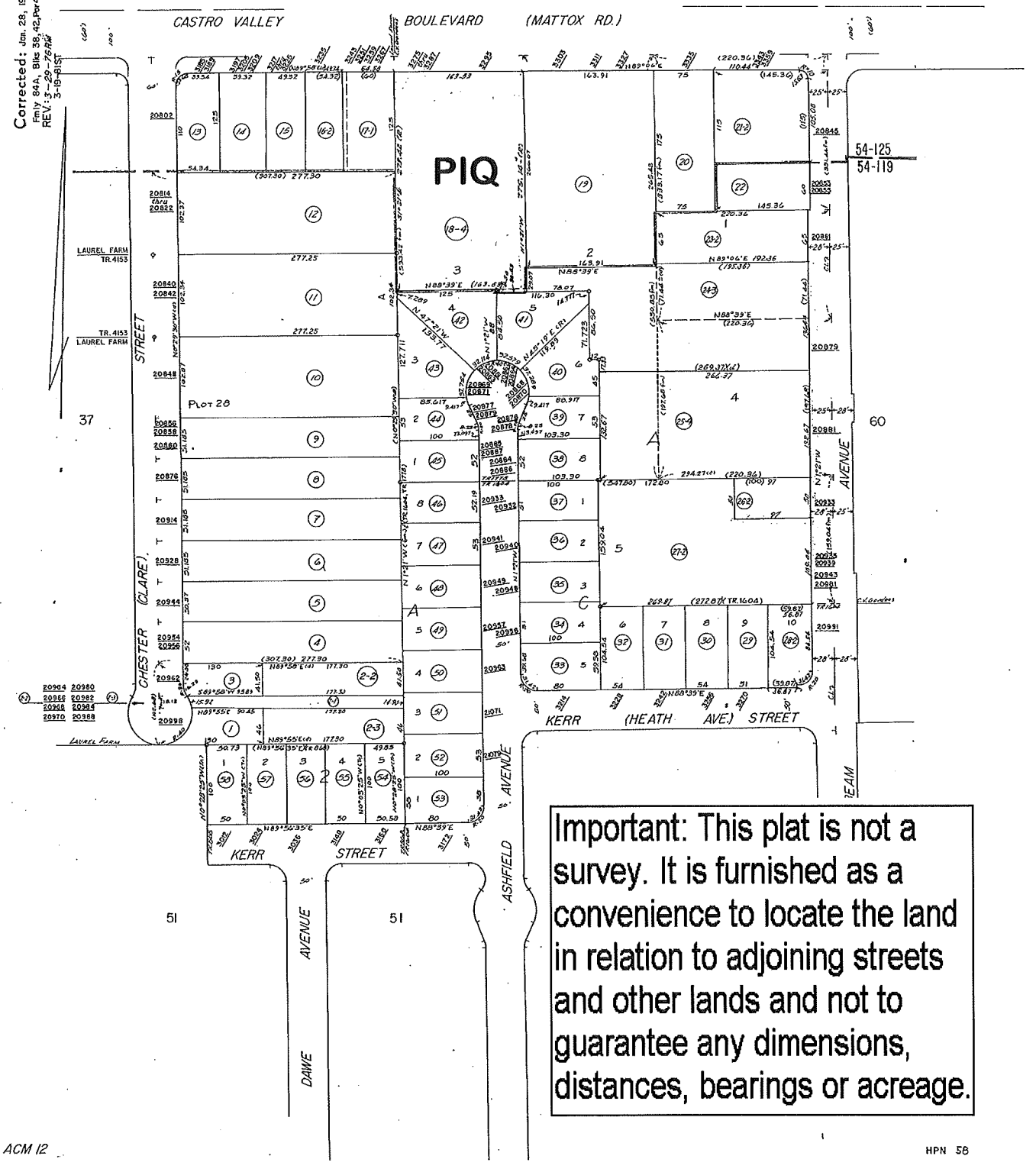
TRACT 868 (Bk.27, Pg.69)

TRACT 1604 (Bk.37, Pg.1)

TRACT 1778 (Bk. 37, Pg.59)

TR. 4153 118/48

Corrected: Jan. 28, 1957 R.W. Emly 84A, Blks 38, 42, Por 46 & Por 51 REV: 3-29-76 RM 3-19-81ST 4-5-01 JT



Important: This plat is not a survey. It is furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimensions, distances, bearings or acreage.

ACM 12

HPN 58

EXHIBIT K

COUNTY INSURANCE REQUIREMENTS

COUNTY INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $1,000,000 per accident for bodily injury or disease

D	**Endorsements and Conditions:** 1. **ADDITIONAL INSURED:** All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self- insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.