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Recorded at the request of
Old Republic Title Company
Berkeley Branch

Escrow No. 129000282CB



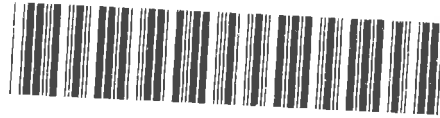
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11/25/2015 11:59 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 55.00

Recording Requested By:

Solano Group
c/o J. Anthony Kershaw, G.P.
P.O. Box 9026
Berkeley, California 94709



11 PGS

When Recorded, Mail To:

Mark Detterman
Alameda County Environmental Health Services
1131 Harbor Bay Parkway
Alameda, California 94502

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jm

COVENANT AND ENVIRONMENTAL RESTRICTION
ON PROPERTY

ALBANY A-1 CLEANERS, 1187 SOLANO AVENUE, ALBANY, CALIFORNIA 94706

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 27 day of October, 2015 by SOLANO GROUP ("Covenantor") who is the Owner of record of that certain property situated at 1175, 1181, 1183, 1185, and 1187 Solano Avenue, in the City of Albany, County of Alameda, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the Alameda County Environmental Health Services (the "County"), with reference to the following facts:

A. The Burdened Property and groundwater underlying the property contains hazardous materials.

B. Contamination of the Burdened Property. Soil at the Burdened Property was contaminated by a release of tetrachlorethene (PCE) from a former dry cleaning facility that operated as Albany 1-Hr Cleaners at 1187 Solano Avenue. These operations resulted in contamination of soil, soil gas, and groundwater with organic chemicals including tetrachloroethylene, trichloroethylene, and cis-1,2-dichloroethylene, which constitute hazardous materials as that term is defined in Health & Safety Code Section 25260. The organic contamination has been extensively remediated using soil excavation. It appears that soil contamination has been removed to below residential screening levels. The groundwater contamination beneath the burdened property has been remediated and/or attenuated to below applicable screening levels, except for one limited area near well MW-3. Subslab gas contaminant concentrations exceed conservative screening levels on the property at select locations. Engineering controls to mitigate potential exposure include passive subslab ventilation systems at 1181, 1183, 1185, 1187 and 1191 Solano Avenue, and a chemical-resistant vapor barrier at 1187 Solano Avenue. Institutional controls include this Covenant and a Site

Management Plan that will remain on file with the County and the City of Albany Building Department to safeguard human health from exposure during any future redevelopment or construction.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in soil, soil gas, and groundwater on the Burdened Property. Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could take place via inhalation of organic vapors during future change of site use or future redevelopment or construction. And, without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could take place via ingestion by humans upon installation of a drinking water well on the Property. The risk of public exposure to the contaminants has been substantially lessened by the remediation and controls described herein.

D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is used for commercial land use and is adjacent to commercial and residential land uses.

E. Full and voluntary disclosure to the County of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.

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

ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the County and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the County.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such

owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the County and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the County real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

ARTICLE II DEFINITIONS

2.1 County. "County" shall mean the Alameda County Environmental Health Services and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

ARTICLE III DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

- a. Development of the Burdened Property shall be restricted to industrial, commercial or office space;
- b. No residence for human habitation shall be permitted on the Burdened Property;
- c. No hospitals shall be permitted on the Burdened Property;

- d. No schools for persons under 21 years of age shall be permitted on the Burdened Property;
- e. No day care centers for children or day care centers for Senior Citizens shall be permitted on the Burdened Property;
- f. No Owners or Occupants of the Property or any portion thereof shall conduct any excavation work on the Property, unless expressly permitted in writing by the County. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed by Covenantor or his agent in accordance with all applicable provisions of local, state and federal law. It appears that all soil exceeding residential screening levels has been removed from the Property; thus the primary purpose of County oversight is to safeguard human health from subslab vapors by reviewing construction plans for slab repair and/or repair of the engineering controls;
- g. All uses and development of the Burdened Property shall be consistent with the Site Management Plan, which is hereby incorporated by reference including future amendments thereto. All uses and development shall preserve the integrity of the passive subslab ventilation systems and vapor barrier installed on the Burdened Property pursuant to the requirements of the County, unless otherwise expressly permitted in writing by the County.
- h. No Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the County.
- i. The Owner shall notify the County of each of the following: (1) The type, cause, location and date of any disturbance to the passive subslab ventilation systems and vapor barrier installed on the Burdened Property pursuant to the requirements of the County, which could affect the ability of such cap or remedial measures, remedial equipment, or monitoring system to perform their respective functions and (2) the type and date of repair of such disturbance. Notification to the County shall be made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs;
- j. The Covenantor agrees that the County, and/or any persons acting pursuant to County cleanup orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.
- k. No Owner or Occupant of the Burdened Property shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Burdened Property. All use and development of the Burdened Property shall preserve the integrity of any capped areas.
- l. No Owner or User of the Burdened Property shall grow fruits or vegetables for consumption using site soils. Gardening on the Burdened Property shall only be permitted using

imported soil within raised beds that do not allow direct contact between plant roots and the underlying site soil.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the County, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the County to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils and in the ground water under the property, and is subject to a deed restriction dated as of _____, 2015, and recorded on _____, 2015, in the Official Records of Alameda County, California, as Document No. _____, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE IV VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the County for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the County for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other

communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

If To: "Covenantor"
Solano Group
c/o J. Anthony Kershaw
P.O. Box 9026
Berkeley, California 94709

If To: "County"
Alameda County Environmental Health Services
Attention: Director
1131 Harbor Bay Parkway
Alameda, California 94502

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

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

5.5 Recordation. This instrument shall be executed by the Covenantor and by the Director of Environmental Health Services. This instrument shall be recorded by the Covenantor in the County of Alameda within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

Covenantor: Solano Group

By: J. Anthony Kershaw

Title: general partner

Date: 10/27/15

J. ANTHONY KERSHAW

Agency: Alameda County
Environmental Health Services

By: Ronald Browder
RONALD BROWDER

Title: Director

Date: 11-06-2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of ALAMEDA)

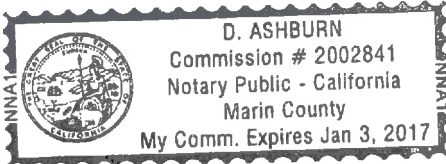
On 11/6/2015 before me, D. ASHBURN, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared RONALD BROWDER
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY Document Date: 12/1/2015

Number of Pages: 10 Signer(s) Other Than Named Above: J. ANTHONY KERSHAW

Capacity(ies) Claimed by Signer(s)

Signer's Name: RONALD BROWDER

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

Other: DIRECTOR

Signer Is Representing: ALAMEDA COUNTY ENVIRONMENTAL HEALTH SERVICES

Signer's Name: _____

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

Other: _____

Signer Is Representing: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

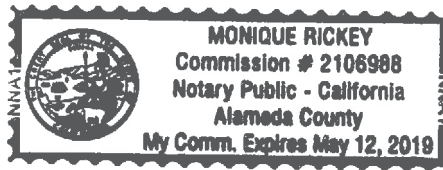
On Oct. 27, 2015 before me Monique Rickey, Notary Public,
personally appeared J. Anthony Korshaw

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.

Monique Rickey
Notary Public in and for said
County and State



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.

Notary Public in and for said
County and State

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL ONE:

LOTS 5 AND 6, AND PORTIONS OF LOTS 2, 3, 4, 7 AND 8, BLOCK 3, "MAP NO. 6 OF REGENTS PARK," FILED DECEMBER 3, 1906, MAP BOOK 22, PAGE 7, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERN LINE OF STANNAGE AVENUE, DISTANT THEREON NORTH 14°11'00" WEST 51.00 FEET FROM THE NORTHERN LINE OF SOLANO AVENUE, FORMERLY MAIN STREET, AS SAID AVENUE AND STREET ARE SHOWN ON SAID MAP; AND RUNNING THENCE ALONG SAID LINE OF STANNAGE AVENUE SOUTH 14°11'00" EAST 51.00 FEET TO SAID LINE OF SOLANO AVENUE; THENCE ALONG THE LAST NAMED IN NORTH 86°02'00" EAST 167.66 FEET; THENCE NORTH 14°11'00" WEST 113.94 FEET; THENCE SOUTH 75°49'00" WEST 65.00 FEET TO THE EASTERN LINE OF SAID LOT 5; THENCE ALONG THE LAST NAMED LINE NORTH 14°11'00" WEST 35.00 FEET TO THE NORTHERN LINE OF SAID LOT 5; THENCE ALONG THE NORTHERN LINE OF SAID LOTS 5 AND 6 SOUTH 75°49'00" WEST 50 FEET TO THE EASTERN LINE OF SAID LOT 7; THENCE ALONG THE LAST NAMED LINE SOUTH 14°11'00" EAST 73.00 FEET TO A POINT DISTANT THEREON NORTH 14°11'00" WEST 55.22 FEET FROM SAID LINE OF SOLANO AVENUE; THENCE SOUTH 75°49'00" WEST 19.00 FEET; AND THENCE SOUTH 84°36'00" WEST 31.37 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

A.P. No.: 066-2801-022-2

PARCEL TWO:

Lot 1 and that portion of Lot 2, Block 3, which lies Easterly of a line drawn parallel with the Western line of said Lot 2 and distant at right angles 15 feet Easterly therefrom as said Lots and Block are shown on the "Map No. 6 of Regents Park", filed December 3, 1906, Map Book 22, Page 7, Alameda County Records.

Excepting therefrom:

The Northern 10 feet thereof.

A.P. No.: 066-2801-020

ASSESSOR'S MAP 66

Code Area No. 22-00 0

2801

Page 2

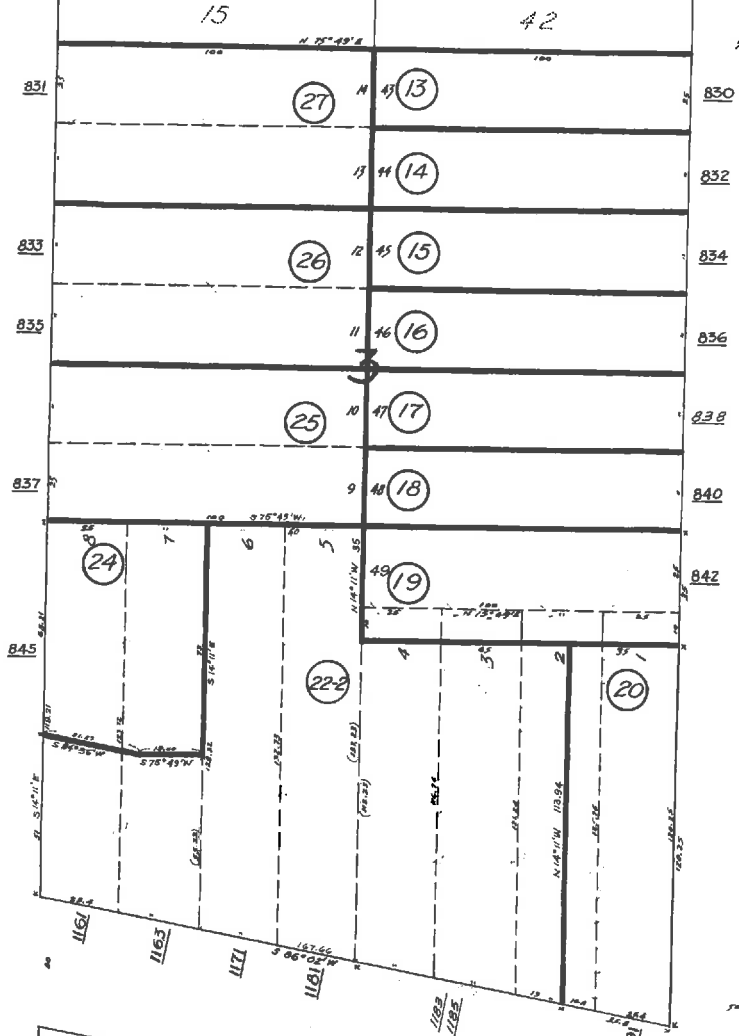
Map No. 6 of
REGENTS PARK (Bk. 22 Pg. 7)
Scale: 1"=30'

Revised 5-69 ddk
1-31-01 EG

Stannage Avenue

2800

2801-Pg. 1



2802

Cornell Avenue

2802

2660
BOOK 55

Solano Avenue
BOOK 2657 55

BOOK 55
2656

LEGIBLE COPY FOUND AT:
SOLANO GROUP
P.O. BOX 9026
BERKELEY, CA 94704



**OFFICE OF ASSESSOR
COUNTY OF ALAMEDA**

1221 Oak Street, County Administration Building
Oakland, California 94612-4288
(510) 272-3800 / FAX (510) 208-4905

**RON THOMSEN
ASSESSOR**

IMPORTANT NOTICE

It is essential that we have your correct mailing address. Notification of assessments, tax bills and all other tax related correspondence will be mailed to that address. Any change should be brought to the attention of the Assessor even if taxes are to be paid by a bank, mortgage company, or other agency.

If the mailing address shown on your deed is correct, and it is the same as the Preliminary Change of Ownership, there is no need to complete this form. If you are not sure of the mailing address reported, please complete and submit to the Assessor's Office.

SEE REVERSE FOR AN IMPORTANT NOTICE FROM THE TAX COLLECTOR'S OFFICE

DETACH BEFORE MAILING

TURN OVER

ASSESSOR'S USE	ASSESSOR'S PARCEL NUMBER _____
SOURCE	DOCUMENT NUMBER (stamped in upper right hand corner) _____
<input type="checkbox"/> Owner	ADDRESS OF PROPERTY _____
<input type="checkbox"/> Counter	
<input type="checkbox"/> _____	
	MAILING ADDRESS
	Name _____
	In Care Of _____
	Address and Street _____
Eff. Date _____	Unit No. _____
Input _____	City and State _____
	Zip _____
	Signature _____
	<input type="checkbox"/> Owner <input type="checkbox"/> Agent
	Daytime Phone () _____

IMPORTANT NOTICE FROM ALAMEDA COUNTY TAX COLLECTOR

1. Enclosed herewith find the document which has been recorded.
2. Property taxes are levied on a fiscal year basis (July 1 to June 30 following) and are payable in two installments (1st installment is due Nov. 1, delinquent Dec. 10; 2nd installment, due Feb. 1, delinquent April 10.)
3. Bills are mailed by Nov. 1 annually, if the bill is not received by that date and bill is required, please contact the Tax Collector's office.
4. Do not overlook 2nd installment current year's taxes, if due. If you do not have a bill, you may obtain a duplicate bill from the Tax Collector and payment must be made by April 10th to avoid penalties.

Your correct address is of vital importance and any change should be brought to the attention of the Assessor's Office, even if tax is to be paid by bank, mortgage company, or other agency. Pursuant to California State Revenue and Taxation Code Section 2610.5 "Failure to receive a tax bill shall not relieve the lien of taxes, nor does it prevent the imposition of penalties imposed by this code."

FOR TAX INFORMATION CALL (510) 272-6800

DETACH BEFORE MAILING

PLACE
POSTAGE
HERE

RON THOMSEN, ASSESSOR

1221 Oak St., County Administration Building

Room 245

Oakland, California 94612-4288