

Detterman, Mark, Env. Health

From: Stephen Wong <stephen.wong@amberinvestment.com>
Sent: Wednesday, September 06, 2017 2:02 PM
To: billphua@yahoo.com
Cc: Detterman, Mark, Env. Health; 'Steven Chong'
Subject: ACDEH Pending Requirements on 1815 Park Blvd., Oakland
Attachments: CWIG1815ParkBlvdEnvironmentalReportTransmittal012506_001.pdf

Importance: High

Hoi Phua and Linll Lee, Trustees
141 Woodland Way
Piedmont, CA 94611

Re: Request for Work Plan from Alameda County Department of Environmental Health for
1815 Park Boulevard, Oakland, CA

Dear Mr. Phua and Ms. Lee,

As the former general partner of the dissolved CW Investment Group, I write to discuss the August 24, 2017 communication from the Alameda County Department of Environmental Health ("ACDEH") requesting a Work Plan for 1815 Park Boulevard ("Property").

Early this year, I was surprised to receive a letter from ACDEH stating they never received the written report on the 2005 subsurface investigation done on the Property by AllWest Environmental Inc. ("AllWest"). Fortunately, AllWest had an electronic copy of this report, and it was forwarded to ACDEH. Now, we understand that under 2016 standards, ACDEH will require further investigation as set forth in their August 24, 2017 letter requesting a work plan and a review fee.

CW Investment Group sold the Property to you in January 2006, then dissolved as an active entity. Hoping to discover written evidence that the subsurface report was transmitted in 2005, with the implication that the amounts discovered at that time did not exceed the then 2005 environmental standards and required no further action, a search of old, stored records was performed. I discovered that responsibility between CW Investment Group and you for this issue was transferred to you as the buyer of the Property.

Attached for your review are copies of relevant documents that should refresh your memory regarding the environmental issues on the Property.

- 1) The 12/1/05 memo from Ken Phares, your agent, stating that except for AllWest's completion of its current report, buyer did not expect seller to continue its environmental expenditures. Following this memo, you executed Addendum #6 where you as buyer "waived all conditions related to environmental matters" and closed on the purchase of the Property.
- 2) My 1/25/06 transmittal memo to Peter McIntyre of AEI Consultants, your environmental consultant, with a hard copy of AllWest's 2005 report. Please note this memo memorizes the agreement by Ken Phares as Buyer's Agent that that you as buyer would "assume all responsibility for obtaining clearance from the ACEHS (Alameda County Environmental Health Services). You need to ask Peter McIntyre to review his files from early 2006 to

discover if AllWest's report was then transmitted to ACEHS by McIntyre, and whether this would change the scope of the work plan set forth in the August 24, 2017 communication from the ACDEH.

As stated above, CW Investment Group dissolved in 2006 and is no longer an active entity. Given the evidence in the above documents where you as the new owner of the Property assumed responsibility in 2005 for obtaining environmental clearance for the Property, my former partner and I believe you should bear sole responsibility for the total amount of the review fee and any other expenses associated with performing the investigations set forth in the August 24, 2017 communication by ACDEH.

Based on the above (and the urgency related to this matter as set forth by ACDEH), I look forward to hearing from you as soon as possible with details and/or information on the subsequent handling of the subsurface report by Peter McIntyre, Ken Phares, or you after close of escrow. I hope you will discover sufficient documentation that would change the obligations set forth in ACDEH's August 24 letter. However please advise us if your subsequent recollections and/or search of your own records indicate to the contrary in which case I would like to know how you plan to respond to ACDEH's requirements as it pertains to us as a former owner?

Respectfully,

Stephen Wong



JAY-PHARES CORPORATION

Commercial Real Estate
Telephone: (510) 523-0450
Fax: (510) 523-5686
E-mail: hkp@jayphares.com

FAX MEMORANDUM

DATE: December 1, 2005
TO: CW INVESTMENT COMPANY
Stephen Wong, Partner
FAX: 1-510-891-8071
TO: Steven Chong, Esq., Partner
FAX: 1-415-777-2298
CC: Hoi Liang Phua and Lini Lee
FAX: 1-510-836-3430
CC: Laurie Preti and Nicole Enos, First American Title Insurance Co.
FAX: 1-510-763-0544
CC: John Jay
FAX: 1-510-562-9505
FROM: Ken Phares
FAX: 1-510-523-5686

RE: (1) BUYER'S WAIVER OF ENVIRONMENTAL CONDITIONS;
(2) AGREEMENT TO CLOSE DURING THE FIRST WEEK OF 2006
ESCROW NO. 01601-1726336 - 1815-1825 Park Blvd., Oakland, California [TWO PAGE FAX]

Dear Stephen:

Confirming our telephone agreement this morning, the Buyer has agreed to waive all matters related to the physical condition of the building, including all environmental matters, with close of escrow to occur during the first week of the new year.

As we discussed, except for AirWest's completion of its current report, we see no need for Seller to continue its environmental expenditures.

To memorialize this agreement, Bill Phua and Lini Lee will sign and fax the following Addendum No. 6 to you and to escrow with a copy to me. Upon your receipt, please sign on behalf of Seller and fax it back to me at 1-510-523-5686. Thank you.

Regards,

Hoi Liang Phua and Lini Lee

By: Ken Phares
Real Estate Broker

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10700 MacArthur Blvd., Suite 200, Oakland, California 94605-5280

12/02/2005 10:01 5109919071

STEPHEN A. WONG

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CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 10/01)

No. 6

The following terms and conditions are hereby incorporated in and made a part of the: Residential Purchase Agreement, Manufactured Home Purchase Agreement, Business Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Vacant Land Purchase Agreement, Residential Income Property Purchase Agreement, Commercial Property Purchase Agreement, other dated December 2, 2004 and modified by Addenda #1, #2, #3, #4 and #5

dated _____, on property known as 1015-1020 PARK BOULEVARD, OAKLAND CA 94607-4712

In which BUY LIANG PHUA, LTD. LLC is referred to as ("Buyer/Tenant") and CH INVESTMENT COMPANY, STEPHEN WONG, PARTNER is referred to as ("Seller/Landlord")

BUYER AND SELLER HEREBY AMEND THEIR AGREEMENT AS FOLLOWS:

1. Buyer hereby waives all conditions, including all conditions related to financing and all environmental matters (except that Buyer does not waive conditions relating to title to be insured at close of escrow, nor the requirement to provide rents and taxes through escrow as of the closing date).
2. Upon the execution hereof, Buyer's existing escrow deposit shall be increased from \$20,000 to \$20,000.
3. Buyer and Seller agree that escrow shall close during the first week of January in 2006 (prior to 5:00 P.M. on Friday, January 6, 2006).
4. Except as expressly amended above, said Agreement shall continue unmodified and in effect between the parties hereto.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date December 2, 2005

Date 12-2-05

Buyer/Tenant BUY LIANG PHUA, LTD. LLC

Seller/Landlord STEPHEN WONG, PARTNER

Buyer/Tenant BUY LIANG PHUA, LTD. LLC

Seller/Landlord CH INVESTMENT COMPANY

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Revised by: _____ Date: _____



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ADDENDUM (ADM-11 PAGE 1 OF 1)

Jay-Pines Corporation 10700 MacArthur Blvd., So. Oakland CA CA Phone: (510) 562-9300 Fax: (510) 562-9505 Ken Pines

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CW Investment Group
132 Ninth Street, Suite 200
Oakland, CA 94607
Tel: (510) 891-9060
Fax: (510) 891-9071

CW Investment Group

Memorandum

To: Peter McIntyre, PG, REA, AEI Consultants (w/enclosure)

CC: Bill Phua c/o Ken Phares, Jay-Phares Corporation, Steven Chong, Partner

From: Stephen A. Wong, Partner


Date: 1/25/2006

Re: AllWest Subsurface Investigation Report dated 1/12/06 on 1815-1825 Park Blvd., Oakland, CA

As I had recently indicated to Mr. Phares, I am enclosing herewith an original copy of the subject report to your attention on Mr. Phua's behalf. Hopefully, the contents of this long awaited report will be of much value as you now assume the responsibilities for obtaining clearance from ACEHS on the issues in question at the subject property.

If we can be of further assistance to you in this regard, please advise. Otherwise, we wish you much timely success in your subsequent dealings with ACEHS.