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A Professional Corporation  
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ANDRINE K. SMITH, ESQ., S.B. #163859  
3 100 Bush Street - 25th Floor  
San Francisco, California 94104-3973  
4 OFC: (415) 392-2018  
FAX: (415) 391-2124

5  
6 Attorney for Defendants and Cross-Complainants  
John Warmerdam and Laura Warmerdam

7  
8 SUPERIOR COURT OF CALIFORNIA  
9 COUNTY OF ALAMEDA

10  
11 RICHARD E. DODGE AND )  
JEANNE M. DODGE, )  
12 )  
Plaintiffs, )

13 vs. )

14 JOHN WARMERDAM, LAURA )  
15 WARMERDAM, BURT SERNE, )  
CORNELIUS VAN WYK, ELIZABETH )  
16 VAN WYK, DUTCH PRIDE DAIRY, a )  
California corporation, DUTCH )  
17 PRIDE DAIRY, a limited )  
partnership, AQUA TERRA )  
18 TECHNOLOGIES, NEWMAN REALTY, )  
FLETCHER, EGAN & PARADISO, )  
19 PARADISO CONSTRUCTION COMPANY, )  
DOES 1 - 85, inclusive, )  
20 )  
Defendants. )

NO. V005703-3

DEFENDANT JOHN WARMERDAM'S  
RESPONSE TO PLAINTIFF  
RICHARD DODGE'S SPECIAL  
INTERROGATORIES, SET ONE

21 AND RELATED CROSS-ACTIONS

22  
23 PROPOUNDING PARTY: Plaintiff RICHARD DODGE

24 RESPONDING PARTY: Defendant JOHN WARMERDAM

25 SET NUMBER: One

1 PREFATORY STATEMENT

2 Defendant John Warmerdam's ("Warmerdam") investigation of  
3 matters raised by these interrogatories is ongoing with respect to  
4 each and every interrogatory herein. Defendant Warmerdam expressly  
5 reserves its right to change or supplement any of its responses to  
6 these interrogatories after completing the investigation if and as  
7 soon as further information becomes available to him.

8 Defendant Warmerdam objects to these interrogatories to the  
9 extent they seek information protected by the attorney work product  
10 doctrine or the attorney-client privilege. Subject to, and without  
11 waiving these or any other objections, Defendant Warmerdam responds  
12 to Defendant Serne's Form Interrogatories, Set Number One as  
13 follows:

14 RESPONSES TO INTERROGATORIES

15 RESPONSE TO SPECIAL INTERROGATORY NO.1

16  
17 The property at 7400 Amador Valley Road was conveyed from John and  
18 Laura Warmerdam to Richard and Jeanne Dodge in the same transaction  
19 in which that same property, together with two other unrelated  
20 properties, were conveyed from Cornelius and Elizabeth Van Wyk to  
21 John and Laura Warmerdam. Although the Warmerdams never took  
22 possession of the property or exercised dominion and control of the  
23 property, this responding Defendant is informed and believes that  
24 John and Laura Warmerdam may be shown in county records as owners  
25 of record of the property for a period of minutes, hours or days  
26 from April 7, 1978 when the deed of the property from Van Wyk to

1 Warmerdam was recorded until such time and date as the deed to the  
2 property from Warmerdam to Dodge was recorded.

3

4 RESPONSE TO SPECIAL INTERROGATORY NO.2

5

6 John Warmerdam leased the property at 7400 Amador Valley Road upon  
7 which the business known as Dutch Pride Drive-in Dairy was located  
8 from approximately 1966 to March 31, 1987.

9

10 RESPONSE TO INTERROGATORY NO.3

11

12 Cornelius and Elizabeth Van Wyk 1966-1978

13

14 Richard and Jeanne Dodge 1978-1987

15

16 RESPONSE TO INTERROGATORY NO. 4

17

18 Bert Serne

19

20 Ramish and Surendra Patel

21

22 John and Diane Raggio

23

24 John Howellet

25 ///

26 ///

1 RESPONSE TO INTERROGATORY NO.5

2 Defendant Warmerdam cannot recall the exact dates of the subleases  
3 listed in his Response to Interrogatory No. 4 and documentation  
4 relating to this information was destroyed in a fire in Defendant's  
5 office in 1979. However, Defendant responds he believes the  
6 approximate dates to be as follows: Bert Serne 1968-1970; Ramesh  
7 and Surendra Patel 1977-1984; 1985-1987 divided between John and  
8 Diane Raggio and John Howellet.

9  
10 RESPONSE TO INTERROGATORY NO.6

11 John and Laura Warmerdam purchased three properties from Cornelius  
12 and Elizabeth Van Wyk and in the same transaction sole one of the  
13 properties, at 7400 Amador Valley Boulevard, to Jeanne and Richard  
14 Dodge in order to fund the purchase from Van Wyk of the other two  
15 properties.

16  
17 RESPONSE TO INTERROGATORY NO.7

18 Prior to the transaction described in the Response to Interrogatory  
19 No. 6 two underground storage tanks were in place on the property  
20 at 7400 Amador Valley Boulevard.

21  
22 RESPONSE TO INTERROGATORY NO.8

23  
24 Defendant objects to this question on the basis that it is  
25 ambiguous and uncertain and misleading in that this responding  
26 Defendant cannot determine from what point in time he is to

1 calculate "how long" the tanks "had been in place". Subject to  
2 and without waiving said objection, Defendant Warmerdam states that  
3 he is informed and believes that two underground storage tanks were  
4 installed at the property at 7400 Amador Valley Boulevard in 1971.  
5

6 RESPONSE TO INTERROGATORY NO. 9  
7

8 Defendant objects to this interrogatory on the basis that it is  
9 compound and conjunctive. Defendant further objects to  
10 interrogatory as ambiguous in that it is unclear from the reference  
11 to "your...lease, or sublease" whether Plaintiff is referring to  
12 Defendant's alleged status as lessor or lessee or sublessor or  
13 sublessor. Subject to and without waiving said objections and  
14 without making any alleged admission as to status at the time,  
15 Defendant states he is informed and believed that two underground  
16 storage tanks were installed on the subject property in 1971.  
17

18 RESPONSE TO INTERROGATORY NO.10  
19

20 Defendant reasserts his response to Interrogatories 9 above  
21

22 RESPONSE TO INTERROGATORY NO.11  
23

24 Defendant is informed and believes that the tanks were installed  
25 by an entity known as Fletcher, Egan & Paradisio Construction.  
26

///  
26

1 RESPONSE TO INTERROGATORY NO. 12

2  
3 Defendant Warmerdam has no knowledge of the identity of the  
4 manufacturer of the underground storage tanks.  
5

6 RESPONSE TO INTERROGATORY NO. 13

7  
8 Defendant objects to this interrogatory on the basis that it is  
9 compound and ambiguous. Subject to and without waiving said  
10 objection, Defendant states that from 1971, after the tanks were  
11 installed until 1987, Defendant leased the property and at all  
12 times subleased the property to operators who Defendant is informed  
13 sold gasoline.  
14

15 RESPONSE TO INTERROGATORY NO.14

16  
17 Defendant objects to this interrogatory on the grounds that it is  
18 compound and ambiguous in that the interrogatory inquires into the  
19 actions of a series of individuals and does not specify to what  
20 type of permit it refers. Subject to and without waiving said  
21 objection, this answering Defendant states, yes.  
22

23 RESPONSE TO INTERROGATORY NO. 15

24  
25 1971

26 ///

1 RESPONSE TO INTERROGATORY NO. 16

2  
3 N/A  
4

5 RESPONSE TO INTERROGATORY NO. 17

6 Defendant objects to this interrogatory on the same grounds set  
7 forth above with respect to Interrogatory No.9. Subject to and  
8 without waiving said interrogatories, Defendant responds that he  
9 was never in possession of the property, never operated the  
10 business on the property and never sold gasoline on the property  
11 and thus had no knowledge whether or not there were ever any  
12 discrepancies between the amount of gasoline purchased for sale and  
13 the amount sold.  
14

15 RESPONSE TO INTERROGATORY NO. 18

16  
17 N/A  
18

19 RESPONSE TO INTERROGATORY NO. 19

20 Defendant reasserts his response to Interrogatory 7 in response to  
21 this interrogatory.  
22

23 RESPONSE TO INTERROGATORY NO. 20

24  
25 N/A  
26

///

1 RESPONSE TO INTERROGATORY NO. 21

2  
3 No, not until so informed by Richard Dodge for the first time  
4 in October, 1990.  
5

6 RESPONSE TO INTERROGATORY NO. 22

7  
8 N/A/  
9

10 RESPONSE TO INTERROGATORY NO.23

11  
12 Yes  
13

14 RESPONSE TO INTERROGATORY NO. 24

15  
16 Defendant does not recall any documents responsive to this  
17 interrogatory and believes that if such documents existed, they  
18 were destroyed in the fire at Defendant's office in 1979.  
19

20 RESPONSE TO INTERROGATORY NO. 25

21  
22 Defendant believes he did obtain the insurance called for  
23 under the lease.

24 ///

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RESPONSE TO INTERROGATORY NO. 26

Defendant no longer has a copy of the insurance policy which Defendant believes was destroyed in a fire at his office in Antioch in 1979. Defendant believes the insurer was Farmers Insurance Co. but defendant has been unable to obtain a copy of the policy through Farmers without a policy number.

RESPONSE TO INTERROGATORY NO. 27

N/A

Dated: *September 3, 1993*                      Stimmel & Stimmel,

by: *Andrine K. Smith*  
Andrine K. Smith, Esq.  
Attorneys for Defendants  
John and Laura Warmerdam

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VERIFICATION

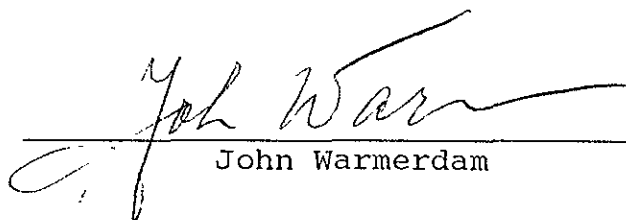
I John Warmerdam the undersigned, declare:

I am one of the Defendants in the above-entitled matter.

I have read the foregoing ANSWERS TO SPECIAL INTERROGATORIES and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe it to be true.

Executed on August 31, 1993, at San Francisco, California.

I declare under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
John Warmerdam

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PROOF OF SERVICE BY MAIL

I, Merrilynn Pross, certify and declare as follows:

I am over the age of 18 years, and not a party to this action. My business address is 100 Bush Street, 25th Floor, San Francisco, California 94104, which is located in the county where the mailing described below took place.

On September 3, 1993, I deposited in the mail in San Francisco, California, the attached DEFENDANT JOHN WARMERDAM'S RESPONSE TO PLAINTIFF RICHARD DODGE'S SPECIAL INTERROGATORIES SET ONE, in a sealed first class prepaid envelope, addressed to:

(See Attached Service List)

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 3, 1993



Merrilynn Pross

ATTORNEYS OF RECORD IN DODGE V. WARMERDAM

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Denise Billups-Slone, Esq.  
MCNAMARA, HOUSTON, DODGE, MCCLURE & NEY  
1211 Newell Avenue, 2nd Floor  
P.O. Box 5288  
Walnut Creek, CA 94596

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MOORAD, CLARK & GLEASON  
1021 - 14th Street  
Modesto, CA 95354

Stuart E. Jones, Esq.  
WRIGHT, ROBINSON, MCCAMMON, OSTHIMER & TATUM  
44 Montgomery Street, 18th Floor  
San Francisco, CA 94104

Jeffrey D. Seaton, Esq.  
LAW OFFICE OF JEFFREY D. SEATON  
1500 S. State Highway 49, Suite 204  
Jackson, CA 95642

Frank H. Finney, Esq.  
The Executive Center  
2083 N. Main Street, Suite 430  
Walnut Creek, CA 94576

Leonardo Vacchina, Esq.  
BERRY & BERRY  
1300 Clay Street, Ninth Floor  
Oakland, CA 94612



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LAW OFFICES  
MOORAD, CLARK & GLEASON  
1020 - 15TH STREET, SUITE 20  
MODESTO, CALIFORNIA 95354  
TELEPHONE 526-0522

Attorneys for Defendant VAN WYK  
CM:kc/#10820 (PLEADING\INTROGS.ANS)  
MOORAD - State Bar #034748

SUPERIOR COURT OF ALAMEDA, STATE OF CALIFORNIA

RICHARD E. DODGE and  
JEANNE M. DODGE,

NO. V 005703-3

Plaintiffs,

ANSWERS TO SPECIAL  
INTERROGATORIES

vs.

JOHN WARMERDAM, LAURA  
WARMERDAM, BURT SERNE,  
et al.,

Defendants.

\_\_\_\_\_  
and RELATED CROSS-ACTIONS.  
\_\_\_\_\_

PROUNDING PARTY : Plaintiffs, RICHARD DODGE and  
JEANNE DODGE

RESPONDING PARTY : Defendant ELIZABETH VAN WYK

SET NUMBER : One (1)

1. Responding party has never operated DUTCH PRIDE  
DAIRY located at 7400 Amador Valley Boulevard, Dublin,  
California.

2. Responding party, together with her husband  
CORNELIUS VAN WYK, at one time owned the real property on which

1 the DUTCH PRIDE DAIRY business was located at 7400 Amador Valley  
2 Boulevard, Dublin, California. Responding party does not recall  
3 when the property was purchased but does know it was sold in  
4 1978. To the best of responding party's knowledge, the business  
5 conducted at said premises was always operated by others during  
6 the time responding party and her husband owned the property.

7 3. Owners of the property.

8 4. To the extent this interrogatory refers to the  
9 purchase of the real property, responding party does not recall  
10 from whom the real property was purchased.

11 5. Responding party does not know when the under-  
12 ground storage tanks were installed but believes they might have  
13 been installed during the time she and her husband owned the  
14 property.

15 6. Responding party does not know when the tanks were  
16 installed.

17 7. Responding party does not know when the under-  
18 ground storage tanks were installed but believes they might have  
19 been installed during the time she and her husband owned the  
20 property.

21 8. See answer to Interrogatory No. 7 above.

22 9. Responding party does not know the name of the  
23 person or company who installed the underground storage tanks or  
24 the year of installation.

25 10. Unknown.

26 11. Responding party did not sell gasoline at DUTCH  
27 PRIDE DAIRY located at 7400 Amador Valley Boulevard, Dublin,  
28

1 California.

2 12. Responding party does not know if permits were  
3 obtained for the underground storage tanks.

4 13. Not applicable.

5 14. JOHN WARMERDAM was a partner with CORNELIUS VAN  
6 WYK in a business known as DUTCH PRIDE DAIRY; however, respond-  
7 ing party does not know if that entity ever conducted business  
8 as DUTCH PRIDE DAIRY at 7400 Amador Valley Boulevard, Dublin,  
9 California.

10 15. To the best of responding party's knowledge, the  
11 only interest responding party had in the property at DUTCH  
12 PRIDE DAIRY located at 7400 Amador Valley Boulevard, Dublin was  
13 that of an owner of the real property. Beyond that, responding  
14 party does not have information sufficient to enable her to  
15 answer this interrogatory.

16 16. Not applicable.

17 17. To the best of responding party's knowledge, the  
18 only interest responding party had in the property at DUTCH  
19 PRIDE DAIRY located at 7400 Amador Valley Boulevard, Dublin was  
20 that of an owner of the real property. Beyond that, responding  
21 party does not have information sufficient to enable her to  
22 answer this interrogatory.

23 18. Not applicable.

24 19. Responding party has never had any knowledge or  
25 information as to whether the underground storage tanks were  
26 leaking.

27 20. Not applicable.  
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21. No.

22. Not applicable.

DATED: September 22, 1993.

MOORAD, CLARK & GLEASON

By:   
CALVIN MOORAD  
Attorneys for Defendant  
ELIZABETH VAN WYK

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(VERIFICATION — 446, 2015.5 C. C. P.)

STATE OF CALIFORNIA  
COUNTY OF STANISLAUS

} ss.

I am the defendant

in the above entitled action or proceeding; I have read the foregoing ANSWERS TO SPECIAL INTERROGA-  
TORIES

and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein  
stated upon my information or belief, and as to those matters I believe it to be true.

I certify (or declare), under penalty of perjury, under the laws of the State of California that the foregoing is true and correct.

Executed on September 22, 1993 at Modesto California  
(date) (place)

Elizabeth Van Wyk  
Signature ELIZABETH VAN WYK

PROOF OF SERVICE BY MAIL - CCP 1013a, 2015.5

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I declare that:

I am (a resident of / employed in) the county of Stanislaus, California.  
(COUNTY WHERE MAILING OCCURRED)

I am over the age of eighteen years and not a party of the within entitled cause; my (business / residence) address is:  
1020 - 15th Street, Suite 20, Modesto, CA 95354

On September 23, 1993, I served the attached ANSWERS TO SPECIAL  
(DATE)

INTERROGATORIES on the parties

in said cause, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the

United States mail at Modesto, California addressed as follows:

McNAMARA, HOUSTON, DODGE,  
McCLURE & NEY  
(Attn: Denise Billups-Slone)  
P. O. Box 5288  
Walnut Creek, CA 94596  
(Atty. for DODGE)

Andrine K. Smith, Attorney  
STIMMEL & STIMMEL  
100 Bush St., 25th Floor  
San Francisco, CA 94104-3973  
(Atty. for WARMERDAM)

Leonardo J. Vacchina, Esq.  
BERRY & BERRY  
1300 Clay St., Ninth Floor  
Oakland, CA 94612  
(Atty. for PARADISO)

Frank H. Finney  
Attorney at Law  
The Executive Center  
2083 N. Main St., Suite 430  
Walnut Creek, CA 94576  
(Atty. for RAGGIO)

Philip R. Diamond  
Stuart E. Jones  
WRIGHT, ROBINSON, McCAMMON,  
OSTHIMER & TATUM  
44 Montgomery Street, 18th Floor  
San Francisco, CA 94104  
(Atty. for AQUA TERRA)

Burt Serne, In Propria Persona  
20 Rollingwood Dr., #42  
Jackson, CA 95642

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that

this declaration was executed on

September 23, 1993, at Modesto, California.  
(DATE) (PLACE)

KAREN COOPER  
(TYPE OR PRINT NAME)

  
SIGNATURE

LEASE

THIS LEASE executed in duplicate is made this 1st day of April, 1978, at Antioch, California, by and between RICHARD E. DODGE and JEANNE M. DODGE, of 1120 Walker Avenue, Walnut Creek, California, hereinafter called "Lessors", and JOHN WARMERDAM, of 3810 Delta Fair Boulevard, Antioch, California, hereinafter referred to as "Lessee".

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DESCRIPTION OF PREMISES: Lessors hereby lease to Lessee and Lessee hereby hires from Lessors that certain property with appurtenances as situated in the County of Alameda, State of California, and upon which the business known as "Dutch Pride Drive-In Dairy" is now located, and more commonly known as 7400 Amador Valley Boulevard, Dublin, California.

2. TERM OF LEASE: The term of this lease shall be for a period of nine (9) years commencing on April 1, 1978, and ending on March 31, 1987. The Lessee has the option to renew the lease for <sup>two</sup> additional ~~two~~ five year terms at the end of this lease. Rent to be negotiated between Lessors and Lessee.

3. RENT: For and during the term of this lease, Lessee shall pay to Lessors as rent for the leased premises the sum of \$1,000.00 per month without deduction or offset, at such place as may be designated by Lessor. Said sum shall be payable monthly in advance on the first day of each month, commencing April, 1978.

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4. USE: Lessee shall use the premises solely for the purpose of conducting and carrying on the business of the sale of dairy products and of similar or related items.

5. ALTERATIONS: Lessee shall make no installations, additions, or improvements in or to the premises, except as otherwise authorized in this lease, or structural alterations or changes either to the interior or exterior of the building initially constructed on the premises without the written consent of Lessors. All installations, additions, or improvements erected or installed at any time upon the premises, with the written permission of Lessors, during the term of this lease except furniture, fixtures and equipment installed and belonging to Lessee, shall immediately become the property of and belong to Lessors upon such erection or installation. Lessee agrees to pay promptly for all labor done or materials furnished for any work of repair, maintenance, improvement, alteration, or addition done by Lessee in connection with the premises and to keep and to hold the premises free, clear, and harmless of and from all liens that could arise by reason of any such work.

6. TAXES: Lessors agree to pay all taxes and assessments levied against the land and buildings other than trade fixtures belonging to or improvements made by, Lessee. Lessee agrees to pay all taxes levied upon personal property, including trade fixtures and inventory, not owned by Lessors and kept on the premises.

7. INCREASE IN REAL ESTATE TAXES: Lessee shall, in addition to all other sums agreed to be paid by him under this lease, pay to Lessors upon their demand all real estate taxes which shall, during the term of this lease, be assessed against the demised premises in excess of the sum of TWO THOUSAND, TWO HUNDRED TWENTY and 92/100 DOLLARS (\$2,220.92), being the real estate taxes assessed against the demised premises for the fiscal year ending on June 31, 1978.

8. UTILITIES: Lessee shall pay for all water, gas, heat, light, power, telephone service, and all other service applied to the leased premises.

9. REMOVAL OF TRADE FIXTURES: Not later than the expiration of the time within which under any provision of this lease Lessee is required to surrender possession of the premises to Lessors, Lessee may, and if prior to the expiration of such time Lessors give written notice requiring Lessee to do so, Lessee shall remove all trade fixtures installed in the premises by Lessee. All trade fixtures not removed within such time shall become and remain the property of Lessors. The removal of such trade fixtures shall be effected solely at the expense of Lessee and in a manner satisfactory to Lessors and without injury or damage to the premises or the building, and Lessee covenants to

repair immediately, at Lessee's expense, any injury or damage caused by such removal.

10. REPAIRS: Lessee agrees, at the expense of Lessee, to maintain the said premises and appurtenances, and every part thereof (excepting exterior walls, roofs, plate and window glass which Lessors agree to repair) in good and sanitary order, condition and repair.

11. LIABILITY INSURANCE: Lessee agrees to take out and keep in force during the life hereof, at Lessee's expense, public liability insurance to protect against any liability to the public, incident to the use of or resulting from any accident occurring in or about said premises, the liability under such insurance to be not less than \$100,000.00 for any one person injured or \$300,000.00 for any one accident or \$20,000.00 for property damage. These policies shall insure the contingent liability of Lessors and Lessee agrees to furnish to Lessors a certificate of insurance with Lessors named as additional insureds.

12. ATTORNEY'S FEES: Should either party commence any legal action or proceeding against the other based on this lease, the prevailing party shall be entitled to an award of attorney's fees.

13. HOLDING OVER: Any holding over after March 31, 1987, the expiration of said term with the consent of Lessors, shall be construed to be a tenancy from month to month at a rental of \$1,000.00 per month and shall otherwise be on the

terms and conditions herein specified so far as applicable.


14. ASSIGNMENT OR SUBLETTING: Lessee shall not assign this lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the said premises or any portion thereof without the written consent of Lessors first had and obtained, and a consent to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of Lessors, terminate this lease. This lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee by operation of law without the written consent of Lessors.

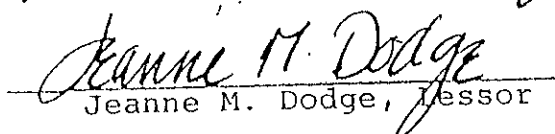
15. BINDING ON SUCCESSORS: The covenants and conditions contained herein shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns, of all the parties herein, and all of the parties hereto shall be jointly and severly liable hereunder.

16. TIME: Time is of the essence of this lease.

IN WITNESS WHEREOF, Lessors and Lessee have executed this lease on April 1, 1978.

  
\_\_\_\_\_  
JOHN WARMERDAM, Lessee

  
\_\_\_\_\_  
Richard E. Dodge, Lessor

  
\_\_\_\_\_  
Jeanne M. Dodge, Lessor



# Lease

(House or Store)

This Lease is made the 15<sup>th</sup> day of January, 1987  
between Richard E. Dodge & Jeanne Dodge, hereinafter called "Lessor,"  
and Yang Ogden, hereinafter called "Lessee."

**Witnesseth:** That in consideration of the payment of the rents and the performance of the covenants herein agreed to be paid and performed by Lessee, in the amount and manner herein stated, Lessor does hereby lease unto Lessee the following described property, situated in Alameda County, in the State of California:

7400 Amador Valley Blvd  
Dublin, Ca.

for the term of Month to Month from the  
day of 15<sup>th</sup>, January, 1987, to the rental  
of One Thousand dollars, lawful money of the United States of  
America, payable monthly in advance, on the 1<sup>st</sup> day of each month of  
the lease term.

And Lessee does hereby promise to pay the rent in the amount and manner set forth above. Lessee further covenants and promises not to assign this lease, or let, or sublet the whole or any part of the leased premises, or make, or suffer to be made any alterations therein, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee agrees to keep the premises in good order at Lessee's own expense, and not to commit any waste on these premises. Lessor may enter the premises for the following purposes:

- (a) In case of emergency;
- (b) To make necessary or agreed repairs, declarations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors;
- (c) When the Lessee has abandoned or surrendered the premises; and
- (d) Pursuant to court order.

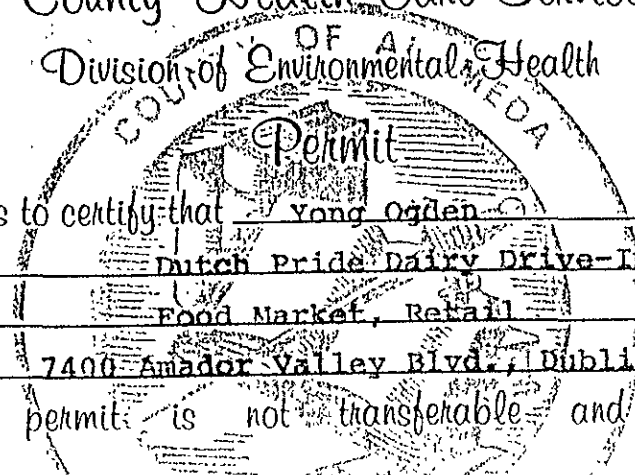
# Alameda County Health Care Services Agency

Division of Environmental Health

RECEIVED

MAR 16 1987

CITY OF DUBLIN



This is to certify that Yong Ogden  
doing business as Dutch Pride Dairy Drive-In, is permitted  
to operate a Food Market, Retail  
at 7400 Amador Valley Blvd., Dublin, CA 94566.

This permit is not transferable and is good until  
Revoked

Issued this 2nd day of March, 19 87.

Chris Tucker By Authority of Carl Smith, M.D.  
Sanitarian County Health Officer

400-WA-2-12/81

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