

ALAMEDA COUNTY  
HEALTH CARE SERVICES



AGENCY  
DAVID J. KEARS, Agency Director

ENVIRONMENTAL HEALTH SERVICES  
ENVIRONMENTAL PROTECTION  
1131 Harbor Bay Parkway, Suite 250  
Alameda, CA 94502-6577  
(510) 567-6700  
FAX (510) 337-9335

October 4, 2005

Mr. Robert Miller  
P.O. Box 647  
Diablo, CA 94528

David D. and Shirley J. Davini et al  
15900 Worthley Drive  
San Lorenzo, CA 94580

Subject: SLIC Case Closure; Pacific Rolling Door, 15900 Worthley Drive, San Lorenzo; Case No. RO0002511

Dear Mr. Miller and Mr. and Ms. Davini:

This letter confirms the completion of site investigation and remedial actions for the soil investigation at the above referenced site. We are also transmitting the enclosed case closure summary. These documents confirm the completion of the investigation and cleanup of the reported releases at the subject site with the provisions that the information provided to this agency was accurate and representative of existing conditions and the covenant and environmental restriction was accurately recorded with the Alameda County Clerk/Recorder. The subject Spill, Leaks, Investigation, and Cleanup (SLIC) case is closed.

#### SITE INVESTIGATION AND CLEANUP SUMMARY

Please be advised that the following conditions exist at the site:

- Soil on the site is contaminated with lead due to outdoor painting activities. Soil with lead concentrations greater than 750 milligrams per kilogram (mg/kg) was excavated in May 2004 and disposed of as hazardous waste. Soil with lead concentrations less than 750 mg/kg was left in place.
- A covenant and environmental restriction was made for the property by Forem Development Company to prevent exposure to contaminated soils remaining in place on the property. The covenant and environmental restrictions limit development of the site to industrial, commercial, or office space and prohibit excavation work, unless expressly permitted in writing by Alameda County.

If you have any questions, please call Jerry Wickham at (510) 567-6791. Thank you.

Sincerely,

Donna L. Drogos, P.E.  
LOP and SLIC Program Manager

Enclosures: SLIC Case Closure Summary  
Deed Restriction

Robert Miller  
September 30, 2005  
Page 2

cc: Cherie McCaulou (w/enc.)  
San Francisco Bay Regional Water Quality Control Board  
1515 Clay Street, Suite 1400  
Oakland, CA 94612

Jim Mealy (w/enc.)  
299 Juana Avenue, Suite G  
San Leandro, CA 94577

Paul King (w/enc.)  
RGA Environmental  
1466 66<sup>th</sup> Street, Emeryville, CA 94608

Donna Drogos, ACEH (w/enc.)  
Roseanna Garcia-LaGrille (w/enc.) ✓  
Jerry Wickham, ACEH (w/ original enc)

File

**CASE CLOSURE SUMMARY  
SPILLS, LEAKS, INVESTIGATION, AND CLEANUP PROGRAM**

**I. AGENCY INFORMATION**

Date: September 16, 2005

Agency Name: Alameda County Environmental Health	Address: 1131 Harbor Bay Parkway
City/State/Zip: Alameda, CA 94502-6577	Phone: (510) 567-6791
Responsible Staff Person: Jerry Wickham	Title: Hazardous Materials Specialist

**II. CASE INFORMATION**

Site Facility Name: Pacific Rolling Door		
Site Facility Address: 15900 Worthley Drive, San Lorenzo, CA		
RB Case No.: ---	Local Case No.: ---	TOXICS Case No.: RO0002511
URF Filing Date: --	SWEEPS No.: ---	APN: 438-0010-003-05
Responsible Parties	Addresses	Phone Numbers
Robert Miller	PO BOX 647, Dublin, CA 94528	925-837-3242
David D. & Shirley J. Davini et al	15900 Worthley Dr., San Lorenzo, CA, 94580	---

Tank I.D. No	Size in Gallons	Contents	Closed In Place/Removed?	Date
	--	--	No USTs reported at site.	--
Piping			--	--

**III. RELEASE AND SITE CHARACTERIZATION INFORMATION**

Cause and Type of Release: Unknown. However, outdoor spray-painting of metal rolling doors occurred at the site. The facility was constructed in 1961 and leaded paint was historically used. RGA Environmental theorized that, over time, airborne paint spray accumulated on the surrounding bare ground, and later gravel surface.		
Site characterization complete? Yes	Date Approved By Oversight Agency: ----	
Monitoring wells installed? No	Number: 0	Proper screened interval? --
Highest GW Depth Below Ground Surface: 7.3 ft	Lowest Depth: 14.8 ft	Flow Direction: west to southwest
Most Sensitive Current Use: Potential drinking water source.		

\* Groundwater monitoring wells not installed at site. Gradient inferred based on data from adjacent site and regional setting.

**Summary of Production Wells in Vicinity:**

Based on well survey conducted for adjacent site at 16525 Worthley Drive, no water supply wells are within 1/2-mile of the site.

Are drinking water wells affected? No	Aquifer Name: East Bay Plain Groundwater Basin
Is surface water affected? No	Nearest SW Name: San Francisco Bay, 3,000 feet west of site
Off-Site Beneficial Use Impacts (Addresses/Locations): None	
Reports on file? Yes	Where are reports filed? Alameda County Environmental Health

**TREATMENT AND DISPOSAL OF AFFECTED MATERIAL**

Material	Amount (Include Units)	Action (Treatment or Disposal w/Destination)	Date
Tank	--	--	--
Piping	--	--	--
Free Product	--	--	--
Soil	235 cubic yards	Disposal: Non-RCRA, Hazardous Chemical Waste Mgmt, Inc., Kettleman City, CA	05/27/04
Groundwater	--	--	--

**MAXIMUM DOCUMENTED CONTAMINANT CONCENTRATIONS BEFORE AND AFTER CLEANUP**  
(Please see Attachments 1-5 for additional information on contaminant locations and concentrations)

Contaminant	Soil (ppm)		Water (ppb)	
	Before	After	Before	After
TPH (Gas)	1.3	1.3	71	71
TPH (Diesel)	7.6	5.8	120	120
Benzene	<1	<1	<0.5	<0.5
Toluene	2.6	2.6	<0.5	<0.5
Ethylbenzene	2.2	2.2	1.7	1.7
Xylenes	19	19	9.1	9.1
Lead*	3,800	720	<5	<5
Zinc*	5,100	2,000	--	--
Chromium*	240	150	--	--
1,3,5-Trimethylbenzene*	8.7	8.7	5.4	5.4
MTBE**	---	---	----	----
Other (8240/8270)	---	---	----	----

\* Various metals and volatile organic compounds (VOCs) were detected at the site. See attached tables for complete list of compound names and concentrations.

\*\* MTBE analysis not performed; site not reported to have had petroleum USTs

**Site History and Description of Corrective Actions:**

Metals were detected in soil in 1995. Subsequent investigation and cleanup was performed in 2002 through 2003, and cleanup (over-excavation) was performed in 2004. Immediately following cleanup, and again in 2005, confirmation soil samples were collected.

- Five soil samples were collected from surficial soils (6 to 12 inches below grade) in 1995. Samples were analyzed for metals and chlorinated volatile organic compounds.
- Nine soil samples were collected from surficial soils (0.5 to 2.0 ft below grade) in 2002. Samples were analyzed for total metal concentrations. To evaluate waste classification and leaching potential, select samples were also analyzed for lead using the Waste Extraction Test (WET).
- Twenty five soil borings were drilled in April 2003. Soil samples were collected and analyzed for volatile organic compounds (VOCs) and metals.
- Fifteen soil borings were advanced to collect soil and groundwater samples in August 2003. Soil and groundwater samples were analyzed for metals, VOCs and petroleum hydrocarbons (TPH).
- Approximately 235 cubic yards of surficial soils were removed from the site in 2004 and confirmation samples were collected following excavation.
- Six borings were drilled to collect soil samples in 2005.
- A deed restriction was prepared for the site in 2005.

**IV. CLOSURE**

Does completed corrective action protect existing beneficial uses per the Regional Board Basin Plan? Yes No		
Does completed corrective action protect potential beneficial uses per the Regional Board Basin Plan? Yes No		
Does corrective action protect public health for current land use? Alameda County Environmental Health staff does not make specific determinations concerning public health risk. However, based upon the information available in our files to date, it does not appear that the release would present a risk to human health based upon current land use and conditions provided that Site Management Requirements listed below are implemented and maintained.		
Site Management Requirements: Case closure for this site is granted for commercial land use only. If a change in land use to residential or other conservative scenario occurs at this property, Alameda County Environmental Health must be notified and the case needs to be re-evaluated. No excavation work will be performed at the site unless a written soil management plan is submitted and approved of by Alameda County Environmental Health. A deed restriction has been filed for this site.		
Should corrective action be reviewed if land use changes? Yes		
Was a deed restriction or deed notification filed? Yes		Date Recorded:
Monitoring Wells Decommissioned: NA	Number Decommissioned: 0	Number Retained: 0
List Enforcement Actions Taken: None		
List Enforcement Actions Rescinded: None		

**V. ADDITIONAL COMMENTS, DATA, ETC.**


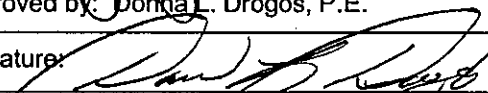
Considerations and/or Variances:

- Case closure for this site is granted for commercial land use only.
- Residual lead pollution at concentrations exceeding criteria for unrestricted land use, remain in place at this site. Accordingly, a deed restriction has been recorded for the site. All detected groundwater concentrations are below the Basin Plan water quality objectives. Dissolved Total Petroleum Hydrocarbons (TPH) as gasoline and volatile organic compound concentrations are below the applicable environmental screening levels (ESLs) established by the Regional Water Quality Control Board in "Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater," (February 2005) for groundwater that is a potential drinking water source. TPH as diesel was detected at a maximum concentration of 120 µg/L, which exceeds the groundwater ESL where groundwater is a drinking water source (100 µg/L) but is less than the ESL for groundwater that is not a drinking water source (640 µg/L).
- A gravel surface overlies a portion of area containing residual lead pollution at concentrations exceeding criteria for unrestricted land use. No excavation work is to be performed at the site unless a written soil management plan is prepared. The soil management plan must be approved by Alameda County Environmental Health prior to implementation.

Conclusion:

Alameda County Environmental Health staff believe that the levels of residual contamination do not pose a significant threat to water resources, public health and safety, and the environment based upon the information available in our files to date, provided that Site Management Requirements above are implemented and maintained. The source area was over-excavated. RGA Environmental, Inc., performed a screening-level risk assessment for the site and determined that the site does not pose a significant threat to the human health under commercial land use. Cleanup has generally reduced metals concentrations in soil to at or below commercial risk-based screening levels. A deed restriction has been recorded for this site. No further investigation or cleanup of metals, TPH or VOCs is necessary. ACEH staff recommend case closure for this site.

**VI. LOCAL AGENCY REPRESENTATIVE DATA**

Prepared by: Jerry Wickham	Title: Hazardous Materials Specialist
Signature: 	Date: 09/16/2005
Approved by: Donna L. Drogos, P.E.	Title: Supervising Hazardous Materials Specialist
Signature: 	Date: 09/16/05

This closure approval is based upon the available information and with the provision that the information provided to this agency was accurate and representative of site conditions.

## VII. REGIONAL BOARD NOTIFICATION

Regional Board Staff Name: Cherie McCaulou	Title: Associate Water Resources Control Engineer
RB Response: Concur, based solely upon information contained in this case closure summary.	Date Submitted to RB: September 16, 2005
Signature: <i>Cherie McCaulou</i>	Date: 9/28/05

## VIII. MONITORING WELL DECOMMISSIONING

Date Requested by ACEH: --	Date of Well Decommissioning Report: --	
All Monitoring Wells Decommissioned: --	Number Decommissioned: 0	Number Retained: 0
Reason Wells Retained: No monitoring wells were installed at this site.		
Additional requirements for submittal of groundwater data from retained wells: --		
ACEH Concurrence - Signature: <i>Jerry M. [unclear]</i>	Date: 9/16/05	

## Attachments:

1. Site Location Map (1 page)
2. Site Plans (3 pages)
3. Soil Analytical Data (6 pages)
4. Groundwater Analytical Data (1 page)
5. Boring Logs (3 pages)

This document and the related CASE CLOSURE LETTER & REMEDIAL ACTION COMPLETION CERTIFICATE shall be retained by the lead agency as part of the official site file.





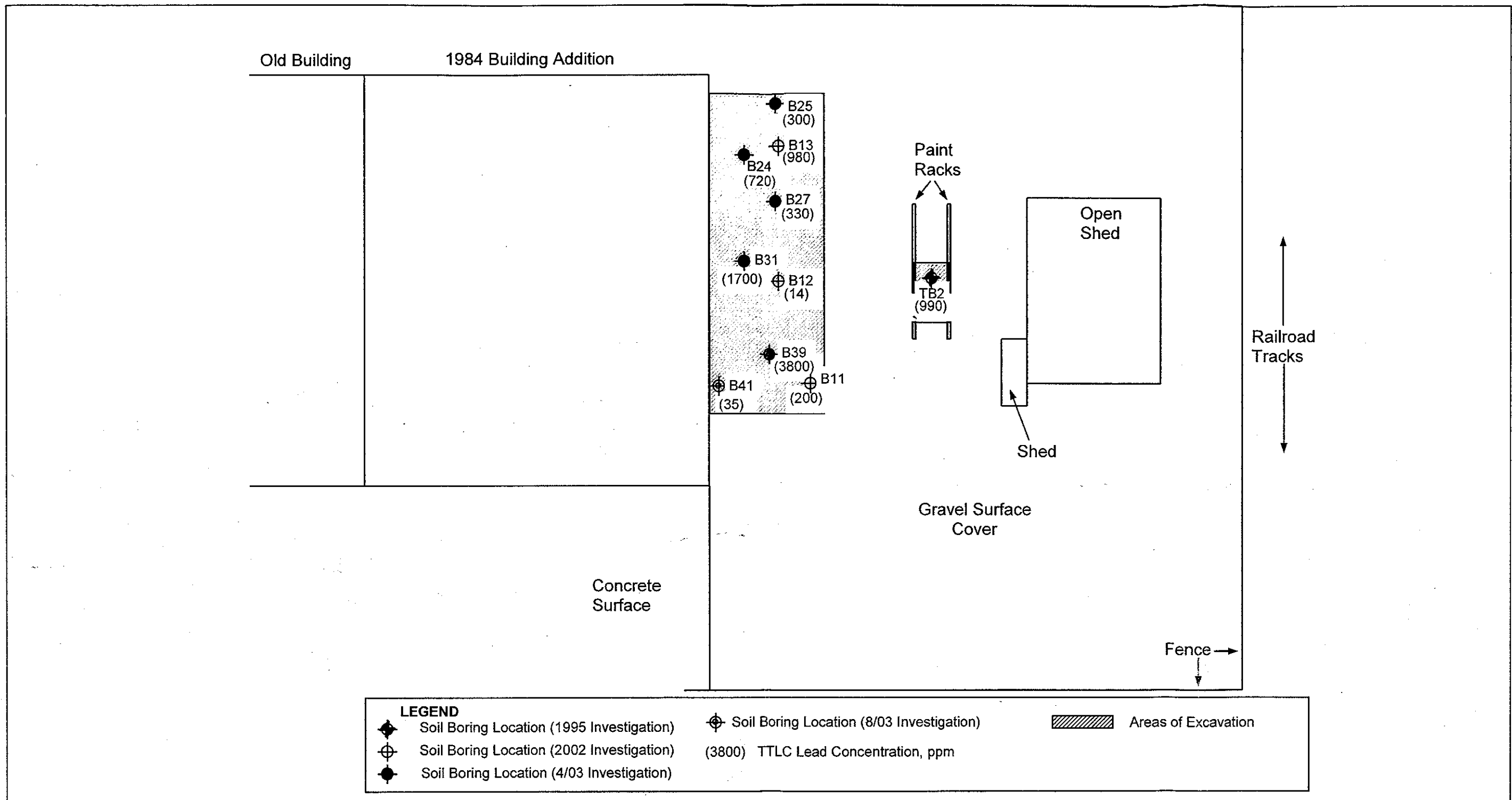


Figure 3

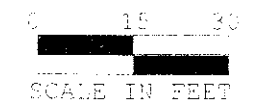
**FIGURE 3**  
**SITE PLAN DETAIL - EXCAVATED SAMPLING LOCATIONS**  
 Pacific Rolling Door  
 15900 Worthley Drive  
 San Lorenzo, California

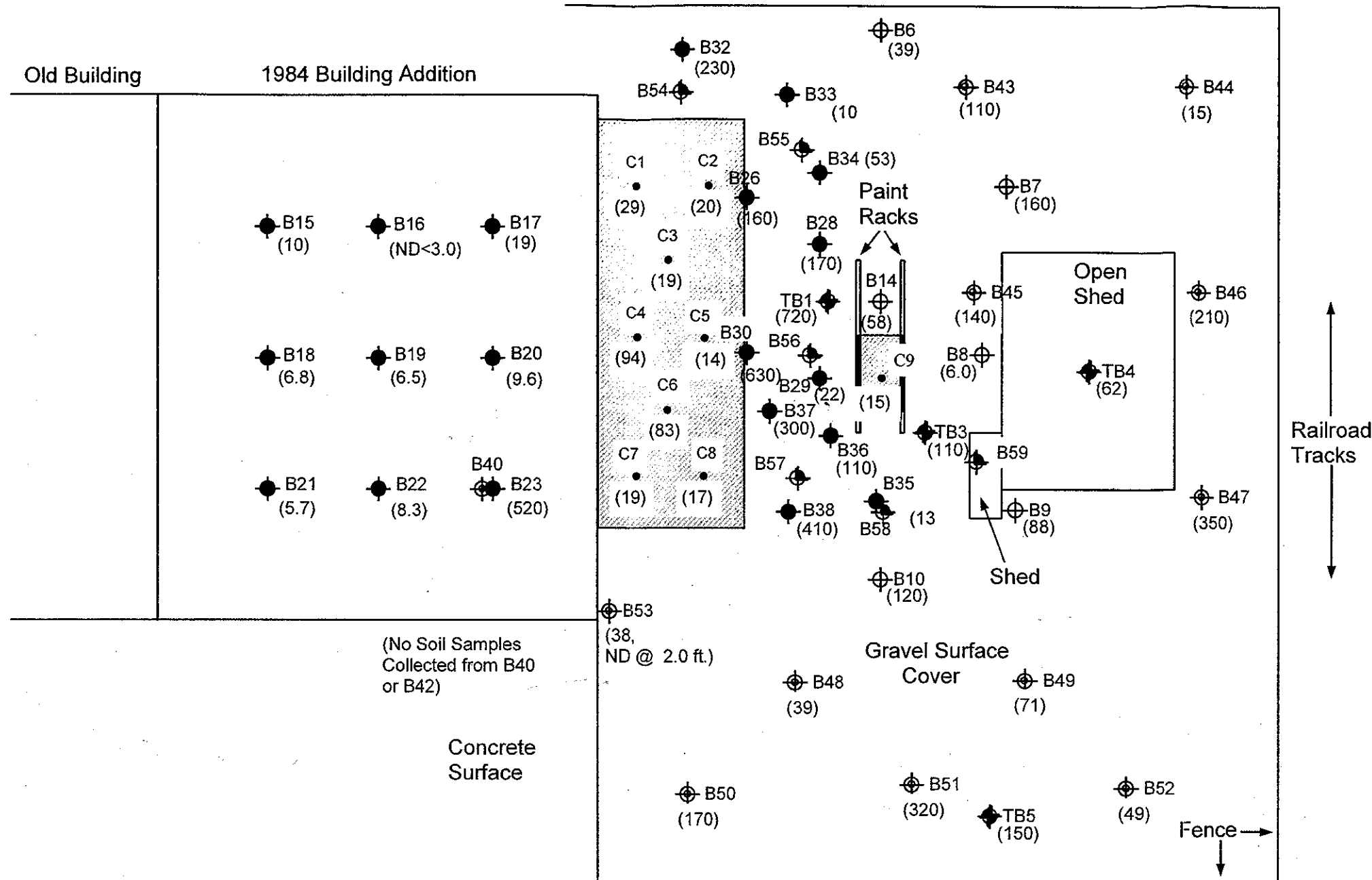


Base Map From:  
 RGA Environmental  
 July, 2002



RGA Environmental, Inc.  
 4701 Doyle Street  
 Suite 14  
 Emeryville, CA 94608





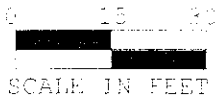
LEGEND		
◆	Soil Boring Location (1995 Investigation)	⊕
⊕	Soil Boring Location (2002 Investigation)	⊕
◆	Soil Boring Location (4/03 Investigation)	⊕
⊕	Soil Boring Location (8/03 Investigation)	(720) TTLC Lead Concentration, ppm
⊕	Soil Boring Location (2005 Investigation)	▨
●	Excavation Confirmation Soil Sample (2004 Investigation)	

**FIGURE 2**  
**SITE PLAN DETAIL - SAMPLING LOCATIONS REMAINING IN-PLACE**  
 Pacific Rolling Door  
 15900 Worthley Drive  
 San Lorenzo, California

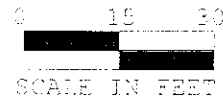


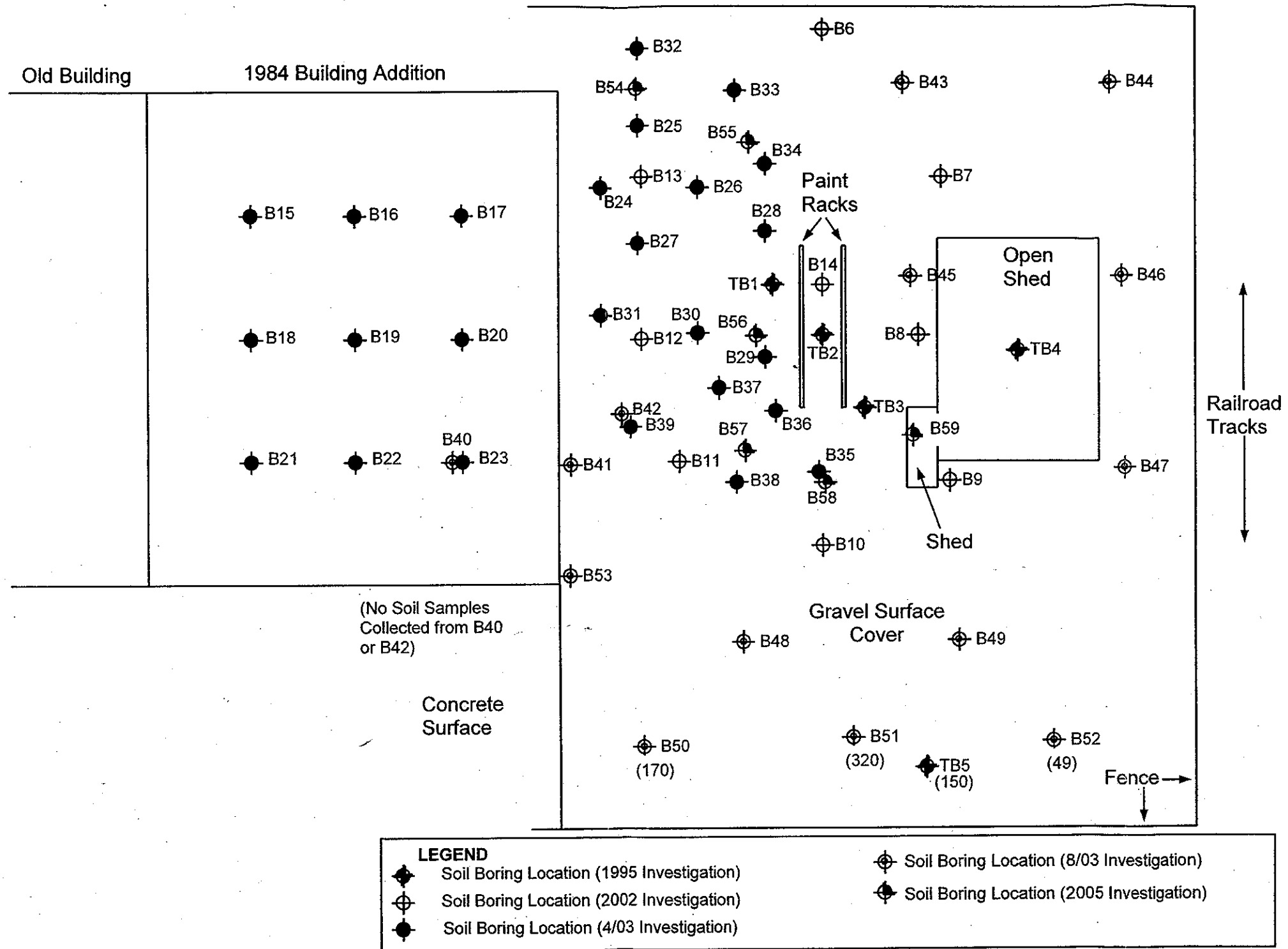
**Figure 2**

Base Map From:  
 RGA Environmental  
 July, 2002



RGA Environmental, Inc.  
 4701 Doyle Street  
 Suite 14  
 Emeryville, CA 94608



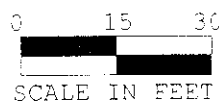


**FIGURE 1**  
**SITE PLAN DETAIL - ALL BOREHOLE SAMPLING LOCATIONS**  
 Pacific Rolling Door  
 15900 Worthley Drive  
 San Lorenzo, California



**Figure 1**

Base Map From:  
 RGA Environmental  
 July, 2002



RGA Environmental, Inc.  
 4701 Doyle Street  
 Suite 14  
 Emeryville, CA 94608



**Pacific Rolling Door - Soil Results**

Sample No.	Date Sampled	TPHg	TPHd	1,2,4-Trimethyl benzene	1,3,5-Trimethyl benzene	Toluene	Ethyl benzene	Xylenes	Other EPA 8010 EPA 8260
ESL- comm dw		100	100			2.9	3.3	1.5	
ESL-comm ndw		400	500			9.3	13	100	
Max Detected		1.3	7.6	22	8.7	2.6	2.2	19	
Max Remaining		1.3	5.8	22	8.7	2.6	2.2	19	
TB1	04/19/95	--	--	--	--	--	--	--	ND,c
TB2	04/19/95	--	--	--	--	--	--	--	ND,e
TB3	04/19/95	--	--	--	--	--	--	--	ND,c
TB4	04/19/95	--	--	--	--	--	--	--	ND,c
TB5	04/19/95	--	--	--	--	--	--	--	ND,c
B6-0.5	07/18/02	--	--	--	--	--	--	--	--
B7-0.5	07/18/02	--	--	--	--	--	--	--	--
B7-2.0	07/18/02	--	--	--	--	--	--	--	--
B8-0.5	07/18/02	--	--	--	--	--	--	--	--
B9-0.5	07/18/02	--	--	--	--	--	--	--	--
B9-2.0	07/18/02	--	--	--	--	--	--	--	--
B10-0.5	07/18/02	--	--	--	--	--	--	--	--
B10-2.0	07/18/02	--	--	--	--	--	--	--	--
B11-0.5	07/18/02	--	--	--	--	--	--	--	--
B11-2.0	07/18/02	--	--	--	--	--	--	--	--
B12-0.5	07/18/02	--	--	--	--	--	--	--	--
B13-0.5	07/18/02	--	--	--	--	--	--	--	--
B13-2.0	07/18/02	--	--	--	--	--	--	--	--
B14-0.5	07/18/02	--	--	--	--	--	--	--	--
B14-2.0	07/18/02	--	--	--	--	--	--	--	--
B15-0.5	04/08/03	--	--	--	--	--	--	--	--
B16-0.5	04/08/03	--	--	--	--	--	--	--	--
B17-0.5	04/08/03	--	--	--	--	--	--	--	--
B18-0.5	04/08/03	--	--	--	--	--	--	--	--
B19-0.5	04/08/03	--	--	ND,d	ND,d	ND,d	ND,d	ND,d	ND,d
B20-0.5	04/08/03	--	--	--	--	--	--	--	--
B21-0.5	04/08/03	--	--	--	--	--	--	--	--
B22-0.5	04/08/03	--	--	--	--	--	--	--	--
B23-0.5	04/08/03	--	--	22	8.7	2.6	2.2	19	ND,d
B23-2.0	04/09/03	--	--	14	6.3	ND,d	ND,d	7	ND,d
B24-0.5	04/10/03	--	--	--	--	--	--	--	--
B25-0.5	04/11/03	--	--	--	--	--	--	--	--
B26-0.5	04/12/03	--	--	--	--	--	--	--	--
B27-0.5	04/13/03	--	--	--	--	--	--	--	--
B28-0.5	04/14/03	--	--	--	--	--	--	--	--
B29-0.5	04/15/03	--	--	--	--	--	--	--	--
B30-0.5	04/16/03	--	--	--	--	--	--	--	--
B31-0.5	04/17/03	--	--	--	--	--	--	--	--
B32-0.5	04/18/03	--	--	--	--	--	--	--	--
B33-0.5	04/19/03	--	--	--	--	--	--	--	--
B34-0.5	04/20/03	--	--	--	--	--	--	--	--
B35-0.5	04/21/03	--	--	--	--	--	--	--	--
B36-0.5	04/22/03	--	--	--	--	--	--	--	--
B37-0.5	04/23/03	--	--	--	--	--	--	--	--
B38-0.5	04/24/03	--	--	--	--	--	--	--	--
B39-0.5	04/25/03	--	--	--	--	--	--	--	--

Sample No.	Date Sampled	TPHg	TPHd	1,2,4-Trimethyl benzene	1,3,5-Trimethyl benzene	Toluene	Ethyl benzene	Xylenes	Other EPA 8010 EPA 8260
B41-0.5	08/05/03	ND<1.0	7.6	--	--	--	--	--	--
B41-5.0	08/05/03	ND<1.0	ND<1.0	--	--	--	--	--	--
B43-0.5	08/05/03	--	--	--	--	--	--	--	--
B44-0.5	08/05/03	--	--	--	--	--	--	--	--
B45-0.5	08/05/03	--	--	--	--	--	--	--	--
B46-0.5	08/05/03	--	--	--	--	--	--	--	--
B47-0.5	08/05/03	--	--	--	--	--	--	--	--
B48-0.5	08/05/03	--	--	--	--	--	--	--	--
B49-0.5	08/05/03	--	--	--	--	--	--	--	--
B50-0.5	08/05/03	ND<1.0	5.8	--	--	--	--	--	--
B51-0.5	08/05/03	ND<1.0	5.0	--	--	--	--	--	--
B52-0.5	08/05/03	ND<1.0	ND<1.0	ND,d	ND,d	ND,d	ND,d	0.0057	ND,d
B53-0.5	08/05/03	1.3	2.2	ND,d	ND,d	ND,d	0.006	0.15	ND,d
B53-2.0	08/05/03	ND<1.0	ND<1.0	--	--	--	--	--	--
B54-0.5	01/06/05	--	--	--	--	--	--	--	--
B54-2.0	01/06/05	--	--	--	--	--	--	--	--
B55-0.5	01/06/05	--	--	--	--	--	--	--	--
B55-2.0	01/06/05	--	--	--	--	--	--	--	--
B56-0.5	01/06/05	--	--	--	--	--	--	--	--
B56-2.0	01/06/05	--	--	--	--	--	--	--	--
B57-0.5	01/06/05	--	--	--	--	--	--	--	--
B57-2.0	01/06/05	--	--	--	--	--	--	--	--
B58-0.5	01/06/05	--	--	--	--	--	--	--	--
B58-2.0	01/06/05	--	--	--	--	--	--	--	--
B59-0.5	01/06/05	--	--	--	--	--	--	--	--
B59-2.0	01/06/05	--	--	--	--	--	--	--	--
C1-1.5	05/05/04	--	--	--	--	--	--	--	--
C2-1.5	05/05/04	--	--	--	--	--	--	--	--
C3-1.5	05/05/04	--	--	--	--	--	--	--	--
C4-1.5	05/05/04	--	--	--	--	--	--	--	--
C5-1.5	05/05/04	--	--	--	--	--	--	--	--
C6-1.5	05/05/04	--	--	--	--	--	--	--	--
C7-1.5	05/05/04	--	--	--	--	--	--	--	--
C8-1.5	05/05/04	--	--	--	--	--	--	--	--
C9-1.5	05/05/04	--	--	--	--	--	--	--	--

**CAM 17 = List of 17 California Approved Metals**

ESL-comm ndw = ESL for shallow commercial soil where groundwater is not a potential drinking water source.

ESL- comm dw = ESL for shallow commercial soil where groundwater is a potential drinking water source.

Max Detected = highest concentration ever detected at the site

Max Remaining = highest post-remediation concentration

~~strikerough~~ = sample location excavated and removed from site

ND = Not Detected.

-- = Not Analyzed.

a = Urban Area Ecotoxicity ESL not used, due to industrial land use.

b = ESL for chromium based on background concentrations, not on human health calculations.

c = No reporting limit listed on 1995 lab report for EPA 8010 compounds.

d = See original laboratory report for individual detection limits for each compound.

e = See original laboratory report for individual detection amounts.

Results are in ppm (mg/kg), unless otherwise indicated.

**MCCAMPBELL ANALYTICAL INC.** 110 2nd Avenue South, #D7, Pacheco, CA 94553  
Tel: 510-798-1620 Fax 510-798-1622

RGA Environmental 1260 45th Street Emeryville, CA 94608	Client Project ID: PRD1917	Date Sampled: 04/19/95
		Date Received: 04/19/95
	Client Contact: Cabo Silverman	Date Extracted: 04/19/95
	Client P.O.:	Date Analyzed: 04/20-04/27/95

**CAM / CCM 17 Metals**

EPA method: 8160B (Pb), 8160C (Cd), 8160D (As), 8160E (Cr), 8160F (Cu), 8160G (Mn), 8160H (Ni), 8160I (Zn), 8160J (Co), 8160K (Mg), 8160L (Fe), 8160M (Al), 8160N (Se), 8160O (Mo), 8160P (V), 8160Q (Ti), 8160R (Sn), 8160S (Ag), 8160T (Au), 8160U (Pt), 8160V (Hg), 8160W (Bi), 8160X (Sb), 8160Y (Te), 8160Z (U), 8160AA (Th), 8160AB (Pa), 8160AC (U), 8160AD (Pu), 8160AE (Am), 8160AF (Cm), 8160AG (Bk), 8160AH (Hf), 8160AI (Ta), 8160AJ (Nb), 8160AK (Zr), 8160AL (Hf), 8160AM (Ta), 8160AN (Nb), 8160AO (Zr)

Lab ID	51807	51808	51809	51810	Reporting Limit		
	1	2	3	4	g	w	ETLC / TCLP
Client ID	1	2	3	4			
Matrix	1	2	3	4			
Extraction <sup>a</sup>	TTL	TTL	TTL	TTL	TTL	TTL	TTL
Compound	Concentration <sup>b</sup>				mg/g	mg/l	mg/l
Antimony (Sb)	6.7	3.0	2.3	2.7	2.5	0.02	0.02
Arsenic (As)	22	18	12	7.0	2.5	0.003	0.25
Barium (Ba)	1200	1500	590	170	1.0	0.06	0.01
Beryllium (Be)	ND	ND	ND	ND	0.1	0.01	0.01
Cadmium (Cd)	2.3	0.97	ND	ND	0.2	0.01	0.01
Chromium (Cr)	130	240	76	80	0.2	0.005	0.08
Cobalt (Co)	24	42	21	17	2.0	0.02	0.02
Copper (Cu)	190	150	116	42	2.0	0.02	0.02
Lead (Pb)	720	999	110	62	2.0	0.003	0.2
Mercury (Hg)	0.25	0.31	0.08	0.23	0.06	0.0008	0.0008
Molybdenum (Mo)	ND	ND	ND	ND	1.0	0.01	0.01
Nickel (Ni)	41	44	76	89	2.0	0.02	0.02
Selenium (Se)	ND	ND	ND	ND	2.5	0.006	0.25
Silver (Ag)	ND	ND	ND	ND	1.0	0.01	0.02
Thallium (Tl)	ND	ND	ND	ND	0.1	0.001	0.01
Vanadium (V)	72	71	110	35	2.0	0.02	0.02
Zinc (Zn)	2000	5100	980	290	1.0	0.06	0.06
% Recovery Surrogate	100	97	99	96			

<sup>a</sup> water samples are reported in mg/L, soil samples in mg/kg and all TCLP & ETLC extracts in mg/L.  
 ND means not detected above the reporting limit.  
<sup>b</sup> EPA extraction methods: 8161 (TCLP), 8160/8092 (water, TTL), 8090 (organic extracts, TTL), 8090 (soils, TTL), ETLC from CA Title 22.  
<sup>c</sup> surrogate diluted out of range; N/A means surrogate not applicable to this analyte.  
<sup>d</sup> liquid sample that exceeded greater than ~ 2 vol % sediment; this sediment is extracted with the liquid, in accordance with EPA methods and are significantly less reported metal concentrations.

DHS Certification No. 1644

*Edward Hemlock* Edward Hemlock, Lab Director

**McCAMPBELL ANALYTICAL INC.** 110 2nd Avenue South, # D7, Picochee, CA 94353  
 Tele: 510-798-1620 Fax: 510-798-1622

ROA Environmental 1240 45th Street Emeryville, CA 94608	Client Project ID: PR D1917	Date Sampled: 04/19/95
		Date Received: 04/19/95
	Client Contact: Cube Silverman	Date Extracted: 04/19/95
	Client P.O.:	Date Analyzed: 04/20-04/27/95

CAM / CCR 37 Metals											
EPA methods 8000A, 8000B, 8000C, 8000D, 8000E, 8000F, 8000G, 8000H, 8000I, 8000J, 8000K, 8000L, 8000M, 8000N, 8000O, 8000P, 8000Q, 8000R, 8000S, 8000T, 8000U, 8000V, 8000W, 8000X, 8000Y, 8000Z, 8000AA, 8000AB, 8000AC, 8000AD, 8000AE, 8000AF, 8000AG, 8000AH, 8000AI, 8000AJ, 8000AK, 8000AL, 8000AM, 8000AN, 8000AO, 8000AP, 8000AQ, 8000AR, 8000AS, 8000AT, 8000AU, 8000AV, 8000AW, 8000AX, 8000AY, 8000AZ, 8000BA, 8000BB, 8000BC, 8000BD, 8000BE, 8000BF, 8000BG, 8000BH, 8000BI, 8000BJ, 8000BK, 8000BL, 8000BM, 8000BN, 8000BO, 8000BP, 8000BQ, 8000BR, 8000BS, 8000BT, 8000BU, 8000BV, 8000BW, 8000BX, 8000BY, 8000BZ, 8000CA, 8000CB, 8000CC, 8000CD, 8000CE, 8000CF, 8000CG, 8000CH, 8000CI, 8000CJ, 8000CK, 8000CL, 8000CM, 8000CN, 8000CO, 8000CP, 8000CQ, 8000CR, 8000CS, 8000CT, 8000CU, 8000CV, 8000CW, 8000CX, 8000CY, 8000CZ, 8000DA, 8000DB, 8000DC, 8000DD, 8000DE, 8000DF, 8000DG, 8000DH, 8000DI, 8000DJ, 8000DK, 8000DL, 8000DM, 8000DN, 8000DO, 8000DP, 8000DQ, 8000DR, 8000DS, 8000DT, 8000DU, 8000DV, 8000DW, 8000DX, 8000DY, 8000DZ, 8000EA, 8000EB, 8000EC, 8000ED, 8000EE, 8000EF, 8000EG, 8000EH, 8000EI, 8000EJ, 8000EK, 8000EL, 8000EM, 8000EN, 8000EO, 8000EP, 8000EQ, 8000ER, 8000ES, 8000ET, 8000EU, 8000EV, 8000EW, 8000EX, 8000EY, 8000EZ, 8000FA, 8000FB, 8000FC, 8000FD, 8000FE, 8000FF, 8000FG, 8000FH, 8000FI, 8000FJ, 8000FK, 8000FL, 8000FM, 8000FN, 8000FO, 8000FP, 8000FQ, 8000FR, 8000FS, 8000FT, 8000FU, 8000FV, 8000FW, 8000FX, 8000FY, 8000FZ, 8000GA, 8000GB, 8000GC, 8000GD, 8000GE, 8000GF, 8000GG, 8000GH, 8000GI, 8000GJ, 8000GK, 8000GL, 8000GM, 8000GN, 8000GO, 8000GP, 8000GQ, 8000GR, 8000GS, 8000GT, 8000GU, 8000GV, 8000GW, 8000GX, 8000GY, 8000GZ, 8000HA, 8000HB, 8000HC, 8000HD, 8000HE, 8000HF, 8000HG, 8000HH, 8000HI, 8000HJ, 8000HK, 8000HL, 8000HM, 8000HN, 8000HO, 8000HP, 8000HQ, 8000HR, 8000HS, 8000HT, 8000HU, 8000HV, 8000HW, 8000HX, 8000HY, 8000HZ, 8000IA, 8000IB, 8000IC, 8000ID, 8000IE, 8000IF, 8000IG, 8000IH, 8000II, 8000IJ, 8000IK, 8000IL, 8000IM, 8000IN, 8000IO, 8000IP, 8000IQ, 8000IR, 8000IS, 8000IT, 8000IU, 8000IV, 8000IW, 8000IX, 8000IY, 8000IZ, 8000JA, 8000JB, 8000JC, 8000JD, 8000JE, 8000JF, 8000JG, 8000JH, 8000JI, 8000JJ, 8000JK, 8000JL, 8000JM, 8000JN, 8000JO, 8000JP, 8000JQ, 8000JR, 8000JS, 8000JT, 8000JU, 8000JV, 8000JW, 8000JX, 8000JY, 8000JZ, 8000KA, 8000KB, 8000KC, 8000KD, 8000KE, 8000KF, 8000KG, 8000KH, 8000KI, 8000KJ, 8000KK, 8000KL, 8000KM, 8000KN, 8000KO, 8000KP, 8000KQ, 8000KR, 8000KS, 8000KT, 8000KU, 8000KV, 8000KW, 8000KX, 8000KY, 8000KZ, 8000LA, 8000LB, 8000LC, 8000LD, 8000LE, 8000LF, 8000LG, 8000LH, 8000LI, 8000LJ, 8000LK, 8000LL, 8000LM, 8000LN, 8000LO, 8000LP, 8000LQ, 8000LR, 8000LS, 8000LT, 8000LU, 8000LV, 8000LW, 8000LX, 8000LY, 8000LZ, 8000MA, 8000MB, 8000MC, 8000MD, 8000ME, 8000MF, 8000MG, 8000MH, 8000MI, 8000MJ, 8000MK, 8000ML, 8000MM, 8000MN, 8000MO, 8000MP, 8000MQ, 8000MR, 8000MS, 8000MT, 8000MU, 8000MV, 8000MW, 8000MX, 8000MY, 8000MZ, 8000NA, 8000NB, 8000NC, 8000ND, 8000NE, 8000NF, 8000NG, 8000NH, 8000NI, 8000NJ, 8000NK, 8000NL, 8000NM, 8000NN, 8000NO, 8000NP, 8000NQ, 8000NR, 8000NS, 8000NT, 8000NU, 8000NV, 8000NW, 8000NX, 8000NY, 8000NZ, 8000OA, 8000OB, 8000OC, 8000OD, 8000OE, 8000OF, 8000OG, 8000OH, 8000OI, 8000OJ, 8000OK, 8000OL, 8000OM, 8000ON, 8000OO, 8000OP, 8000OQ, 8000OR, 8000OS, 8000OT, 8000OU, 8000OV, 8000OW, 8000OX, 8000OY, 8000OZ, 8000PA, 8000PB, 8000PC, 8000PD, 8000PE, 8000PF, 8000PG, 8000PH, 8000PI, 8000PJ, 8000PK, 8000PL, 8000PM, 8000PN, 8000PO, 8000PP, 8000PQ, 8000PR, 8000PS, 8000PT, 8000PU, 8000PV, 8000PW, 8000PX, 8000PY, 8000PZ, 8000QA, 8000QB, 8000QC, 8000QD, 8000QE, 8000QF, 8000QG, 8000QH, 8000QI, 8000QJ, 8000QK, 8000QL, 8000QM, 8000QN, 8000QO, 8000QP, 8000QQ, 8000QR, 8000QS, 8000QT, 8000QU, 8000QV, 8000QW, 8000QX, 8000QY, 8000QZ, 8000RA, 8000RB, 8000RC, 8000RD, 8000RE, 8000RF, 8000RG, 8000RH, 8000RI, 8000RJ, 8000RK, 8000RL, 8000RM, 8000RN, 8000RO, 8000RP, 8000RQ, 8000RR, 8000RS, 8000RT, 8000RU, 8000RV, 8000RW, 8000RX, 8000RY, 8000RZ, 8000SA, 8000SB, 8000SC, 8000SD, 8000SE, 8000SF, 8000SG, 8000SH, 8000SI, 8000SJ, 8000SK, 8000SL, 8000SM, 8000SN, 8000SO, 8000SP, 8000SQ, 8000SR, 8000SS, 8000ST, 8000SU, 8000SV, 8000SW, 8000SX, 8000SY, 8000SZ, 8000TA, 8000TB, 8000TC, 8000TD, 8000TE, 8000TF, 8000TG, 8000TH, 8000TI, 8000TJ, 8000TK, 8000TL, 8000TM, 8000TN, 8000TO, 8000TP, 8000TQ, 8000TR, 8000TS, 8000TT, 8000TU, 8000TV, 8000TW, 8000TX, 8000TY, 8000TZ, 8000UA, 8000UB, 8000UC, 8000UD, 8000UE, 8000UF, 8000UG, 8000UH, 8000UI, 8000UJ, 8000UK, 8000UL, 8000UM, 8000UN, 8000UO, 8000UP, 8000UQ, 8000UR, 8000US, 8000UT, 8000UU, 8000UV, 8000UW, 8000UX, 8000UY, 8000UZ, 8000VA, 8000VB, 8000VC, 8000VD, 8000VE, 8000VF, 8000VG, 8000VH, 8000VI, 8000VJ, 8000VK, 8000VL, 8000VM, 8000VN, 8000VO, 8000VP, 8000VQ, 8000VR, 8000VS, 8000VT, 8000VU, 8000VV, 8000VW, 8000VX, 8000VY, 8000VZ, 8000WA, 8000WB, 8000WC, 8000WD, 8000WE, 8000WF, 8000WG, 8000WH, 8000WI, 8000WJ, 8000WK, 8000WL, 8000WM, 8000WN, 8000WO, 8000WP, 8000WQ, 8000WR, 8000WS, 8000WT, 8000WU, 8000WV, 8000WW, 8000WX, 8000WY, 8000WZ, 8000XA, 8000XB, 8000XC, 8000XD, 8000XE, 8000XF, 8000XG, 8000XH, 8000XI, 8000XJ, 8000XK, 8000XL, 8000XM, 8000XN, 8000XO, 8000XP, 8000XQ, 8000XR, 8000XS, 8000XT, 8000XU, 8000XV, 8000XW, 8000XZ, 8000YA, 8000YB, 8000YC, 8000YD, 8000YE, 8000YF, 8000YG, 8000YH, 8000YI, 8000YJ, 8000YK, 8000YL, 8000YM, 8000YN, 8000YO, 8000YP, 8000YQ, 8000YR, 8000YS, 8000YT, 8000YU, 8000YV, 8000YW, 8000YZ, 8000ZA, 8000ZB, 8000ZC, 8000ZD, 8000ZE, 8000ZF, 8000ZG, 8000ZH, 8000ZI, 8000ZJ, 8000ZK, 8000ZL, 8000ZM, 8000ZN, 8000ZO, 8000ZP, 8000ZQ, 8000ZR, 8000ZS, 8000ZT, 8000ZU, 8000ZV, 8000ZW, 8000ZZ							Reporting Limit				
Lab ID	91811										
Client ID	9										
Matrix	S										
Extension <sup>a</sup>	TTLIC										
Compound	Concentration			mg/g	mg/L	mg/L					
Antimony (Sb)	2.7			2.7	0.03	0.03					
Arsenic (As)	19			2.5	0.003	0.21					
Barium (Ba)	240			1.0	0.03	0.03					
Beryllium (Be)	ND			0.1	0.01	0.01					
Cadmium (Cd)	0.69			0.1	0.01	0.01					
Chromium (Cr)	40			0.1	0.003	0.04					
Cobalt (Co)	19			2.0	0.03	0.03					
Copper (Cu)	98			2.0	0.03	0.03					
Lead (Pb)	140			2.0	0.003	0.2					
Mercury (Hg)	0.31			0.01	0.0008	0.0008					
Molybdenum (Mo)	ND			2.0	0.01	0.01					
Nickel (Ni)	20			2.0	0.03	0.03					
Selenium (Se)	ND			2.5	0.003	0.25					
Silver (Ag)	ND			1.0	0.01	0.03					
Thallium (Tl)	ND			0.1	0.001	0.03					
Vanadium (V)	78			2.0	0.03	0.03					
Zinc (Zn)	140			1.0	0.03	0.03					
% Recovery Surrogate	90										
Comments											

<sup>a</sup> Under samples are reported in mg/L, soil samples in mg/kg and all TCLP & STLC extracts in mg/L  
 ND means not detected above the reporting limit  
<sup>b</sup> EPA extraction methods: III (TCLP), VII/VIII (water, TTLIC), VIII (organic extraction, TTLIC), XXIV (soil, TTLIC); STLC from CA Title 22  
<sup>c</sup> Surrogate should not of value; N/A means surrogate not applicable to this analysis  
<sup>d</sup> Liquid sample that contains greater than ~ 2 wt. % sediment; the sediment is extracted with the liquid, in accordance with EPA methods and can significantly affect reported metal concentrations.

DNS Certification No. 1644

*EH* Edward Hamilton, Lab Director

**Pacific Rolling Door - Groundwater Results**

Sample No.	Date Sampled	Total Lead	TPHg	TPHd	1,2,4-Trim	1,3,5-Trim	Toluene	Ethylbenze	Xylenes	Other EPA 8260 Compounds
<b>WQO</b>					0.033	0.015	0.04	0.03	0.017	
ESL-dw			0.1	0.1					0.013	
ESL-ndw			0.5	0.64						
<b>Max Detected</b>		<b>ND&lt;0.005</b>	<b>0.071</b>	<b>0.12</b>	<b>0.0094</b>	<b>0.0054</b>	<b>ND,d</b>	<b>0.0017</b>	<b>0.0091</b>	
<b>Max Remaining</b>		<b>ND&lt;0.005</b>	<b>0.071</b>	<b>0.12</b>	<b>0.0094</b>	<b>0.0054</b>	<b>ND,d</b>	<b>0.0017</b>	<b>0.0091</b>	
B40	04/05/03	ND<0.005	0.071	0.12	0.0094	0.0054	ND,d	0.0017	0.0091	ND,d
B41	04/05/03	--	ND<0.05	ND<0.05	ND,d	ND,d	ND,d	ND,d	ND,d	ND,d
B42	04/05/03	ND<0.005	--	--	--	--	--	--	--	--

**WQO = Water Quality Objective**

**ESL- dw = ESL for groundwater where groundwater is a potential drinking water source, qualification required if RWQCB default value not selected**

**ESL- ndw = ESL for groundwater where groundwater is not a potential drinking water source, qualification required if RWQCB default value not selected**

**Max Detected = highest concentration ever detected at the site**

**Max Remaining = highest post-remediation concentration**

**ND = Not Detected.**

**-- = Not Analyzed.**

**d = See original laboratory report for individual detection limits for each compound.**

**Results are in ppm (mg/L), unless otherwise indicated.**



BORING NO.: B40		PROJECT NO.: PRD 9114		PROJECT NAME: Pacific Rolling Door		
BORING LOCATION: SEE SITE PLAN DETAIL			ELEVATION AND DATUM: NONE			
DRILLING AGENCY: VIRONEX		DRILLER: JEFF		DATE & TIME STARTED:	DATE & TIME FINISHED:	
DRILLING EQUIPMENT: GEOPROBE 6600				8/5/03	8/5/03	
COMPLETION DEPTH: 15.0 FEET		BEDROCK DEPTH: NONE ENCOUNTERED		LOGGED BY:	CHECKED BY:	
FIRST WATER DEPTH: 14.8 FEET		NO. OF SAMPLES: 1 WATER		WRW	PHK	
DEPTH (FT.)	DESCRIPTION	GRAPHIC COLUMN	WELL CONSTRUCTION LOG	BLOW COUNT PER 6"	PID	REMARKS
5	6 in. Concrete slab.	FILL	No Well Constructed		6	Borehole continuously cored with 2.5 inch OD 5 foot long core barrel lined with cellulose acetate sleeves.
	0.5 to 1.0 ft. Light gray sandy gravel (GW, gravel < 0.75 in. diam.), loose, dry, no PHC odor.	CL				
10	1.0 to 5.0 ft. Brownish gray silty clay (CL), soft, moist, no PHC odor.	▼	Bay Mud		0.0	Groundwater measured at 7.4 ft., 10:23 am.
	5.0 to 15.0 ft. Gray clay (Bay Mud), soft, wet, no PHC odor.	▼			0.0	
		▼			0.0	
15		▼			0.0	Groundwater first encountered during drilling at 14.8 ft., 8:50 am, 8/5/03.
		▼			0.0	Borehole terminated at 15.0 feet.
20		▼				Borehole grouted with neat cement grout 8/5/03.
		▼				
25		▼				
		▼				
30		▼				
		▼				

BORING NO.: B42		PROJECT NO.: PRD 8114		PROJECT NAME: Pacific Rolling Door	
BORING LOCATION: SEE SITE PLAN DETAIL			ELEVATION AND DATUM: NONE		
DRILLING AGENCY: VIRONEX		DRILLER: JEFF		DATE & TIME STARTED:	DATE & TIME FINISHED:
DRILLING EQUIPMENT: GEOPROBE 6600				8/5/03	8/5/03
COMPLETION DEPTH: 15.0 FEET		BEDROCK DEPTH: NONE ENCOUNTERED		LOGGED BY:	CHECKED BY:
FIRST WATER DEPTH: 14.0 FEET		NO. OF SAMPLES: 1 WATER		WRW	PHK

DEPTH (FT.)	DESCRIPTION	GRAPHIC COLUMN	WELL CONSTRUCTION LOG	BLOW COUNT PER 6"	PID	REMARKS
	0.5 to 1.0 ft. Light gray sandy gravel (gravel < 0.75 in. diam.), loose, dry, no PHC odor.	FILL	No Well Constructed		6	Borehole continuously cored with 2.5 inch OD 5 foot long core barrel lined with cellulose acetate sleeves.
	1.0 to 5.0 ft. Brownish gray silty clay (CL), soft, moist, no PHC odor.	CL				
5					0.0	
	5.0 to 15.0 ft. Gray clay (Bay Mud), soft, wet, no PHC odor.	▼	Bay Mud		0.0	Groundwater measured at 7.4 ft., approx. 11:00 am, 8/5/03.
10					0.0	Groundwater first encountered at 14.8 ft. depth, 8:50 am, 8/5/03.
					0.0	
15		▼			0.0	Borehole terminated at 15.0 feet.
						Borehole grouted with neat cement grout 8/5/03.
						Collected water sample with Teflon tubing and stainless steel foot valve.
20						
25						
30						

BORING NO.: B41		PROJECT NO.: PRD 9114		PROJECT NAME: Pacific Rolling Door			
BORING LOCATION: SEE SITE PLAN DETAIL			ELEVATION AND DATUM: NONE				
DRILLING AGENCY: VIRONEX		DRILLER: JEFF		DATE & TIME STARTED:		DATE & TIME FINISHED:	
DRILLING EQUIPMENT: GEOPROBE 6600				8/5/03		8/5/03	
COMPLETION DEPTH: 16.0 FEET		BEDROCK DEPTH: NONE ENCOUNTERED		LOGGED BY:		CHECKED BY:	
FIRST WATER DEPTH: 7.9 FEET		NO. OF SAMPLES: 1 WATER, 2 SOIL		WRW		PHK	
DEPTH (FT.)	DESCRIPTION	GRAPHIC COLUMN	WELL CONSTRUCTION LOG	BLOW COUNT PER 6"	PID	REMARKS	
	6 in. Light gray sandy gravel (GW, gravel < 1.5 in. diam.), med. dense, dry, no PHC odor.	FILL	No Well Constructed		6	Borehole continuously cored with 2.5 inch OD 5 foot long core barrel lined with cellulose acetate sleeves.	
	1.0 to 5.0 ft. Light brown sandy silt (MH), med. stiff, slightly moist, no PHC odor.	MH			0.0		
5					0.0	Groundwater measured at 7.3 ft., 10:25 am, 8/5/03.	
	5.0 to 15.0 ft. Gray clay (Bay Mud), soft, wet, no PHC odor.	Bay Mud			0.0	No groundwater in borehole at 10-foot depth. Borehole drilled to 15.0 ft. Groundwater was present in borehole when drilling tools were removed from 15.0 foot depth.	
10					0.0	First groundwater measured at 7.9 ft., 9:40 am, 8/5/03.	
					0.0	Borehole terminated at 15.0 feet.	
15						Borehole grouted with neat cement grout 8/5/03.	
						Collected water sample with Teflon tubing and stainless steel foot valve.	
20							
25							
30							

RECORDING REQUESTED BY  
**CHICAGO TITLE COMPANY**

**Recording Requested By:**  
FOREM Development Company  
c/o Robert Miller  
P.O. Box 647  
Diablo, California 94528

OFFICE OF THE CLERK OF THE COUNTY OF ALAMEDA  
RECORDED 9-23-05  
SERIAL NUMBER 2005-410493  
OFFICE OF THE CLERK OF THE COUNTY OF ALAMEDA  
CHICAGO TITLE COMPANY

BY: [Signature]

**When Recorded, Mail To:**  
Mee Ling Tung, Director  
Alameda County Environmental Health Services  
1131 Harbor Bay Parkway  
Alameda, California 94502

**COVENANT AND ENVIRONMENTAL RESTRICTION  
ON PROPERTY**

15900 Worthley Drive, San Lorenzo, California

This Covenant and Environmental Restriction on Property (this "**Covenant**") is made as of the 19<sup>TH</sup> day of SEPT., 2005 by FOREM Development Company, a California general partnership, ("**Covenantor**") who is the Owner of record of that certain property situated at 15900 Worthley Drive, in the City of San Lorenzo, 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 outdoor painting conducted by Pacific Rolling Door Co. These operations resulted in contamination of soil and groundwater with inorganic and organic chemicals including lead, which constitute hazardous materials as that term is defined in Health & Safety Code Section 25260. In the years from 1995 through 2003, a total of 53 boreholes were drilled at the subject site to evaluate groundwater and soil conditions. Following evaluation, soil in those areas shown to contain greater than 750 mg/kg of lead was excavated in May of 2004 and disposed of as hazardous waste. Soil with concentrations of lead less than 750 mg/kg was left in place.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in soil on the Burdened Property. Without the mitigation measures which have been performed on the

A 913098-60

Burdened Property, exposure to these contaminants could take place via in-place dermal contact and via wind dispersal resulting in ingestion by humans. 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 manufacturing and is adjacent to industrial and commercial 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;

g. All uses and development of the Burdened Property shall be consistent with any applicable County Cleanup Order or Risk Management Plan, each of which is hereby incorporated by reference including future amendments thereto. All uses and development shall preserve the integrity of any cap, any remedial measures taken or remedial equipment installed, and any groundwater monitoring system 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 any cap, any remedial measures taken or remedial equipment installed, and of the groundwater monitoring system 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.

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 groundwater under the property, and is subject to a deed restriction dated as of ~~19<sup>TH</sup> SEPT.~~ <sup>19<sup>TH</sup> SEPT.</sup> 2005, and recorded on ~~later~~ <sup>later</sup> 2005, 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"  
FOREM Development Company  
c/o Robert Miller  
P.O. Box 647  
Diablo, California 94528



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: Forest Development Co.

By: Richard G. Muller

Title: Managing Partner

Date: 9/19/05

Agency: Alameda County  
Environmental Health Services

By: Woo P. Chung

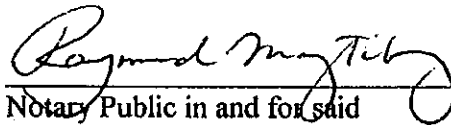
Title: Director

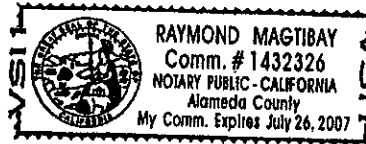
Date: 9/19/05

STATE OF CALIFORNIA )  
 )  
COUNTY OF ALAMEDA )

On SEPTEMBER 19, 2005 before me, the undersigned a Notary Public in and for said state, personally appeared [Covenantor], personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

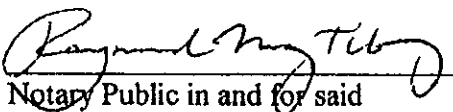
  
\_\_\_\_\_  
Notary Public in and for said  
County and State

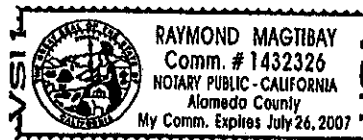


STATE OF CALIFORNIA )  
 )  
COUNTY OF ALAMEDA )

On SEPTEMBER 19, 2005 before me, the undersigned a Notary Public in and for said state, personally appeared [DIRECTOR], personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public in and for said  
County and State



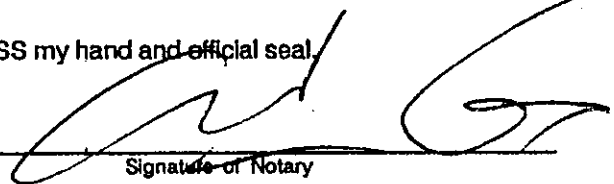
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COUNTY OF Alameda ) SS.

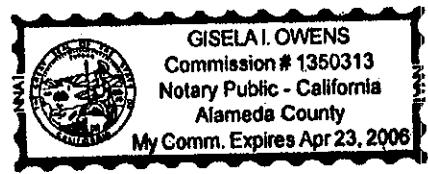
On September 19, 2005 before me, GISELA I. OWENS

a Notary Public in and for said County and State, personally appeared ROBERT MILLER

personally known to me (or 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.

WITNESS my hand and official seal.

  
Signature of Notary



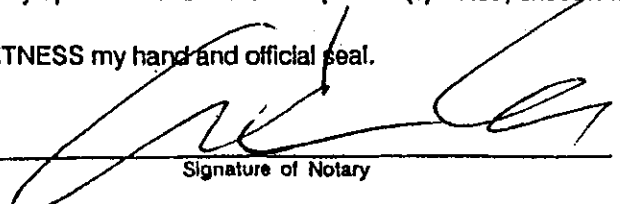
STATE OF CALIFORNIA )  
COUNTY OF Alameda ) SS.

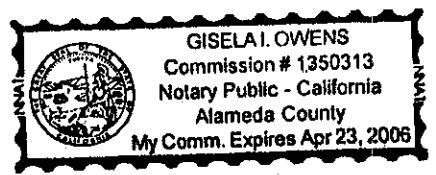
On September 19, 2005 before me, GISELA I. OWENS

a Notary Public in and for said County and State, personally appeared MEE LING TUNG

personally known to me (or 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.

WITNESS my hand and official seal.

  
Signature of Notary



ILLEGIBLE NOTARY SEAL DECLARATION  
(Government Code 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached, reads as follows:

NAME OF NOTARY PUBLIC: Gisela I. Owens

COMMISSION NUMBER: 1350313

NOTARY PUBLIC STATE: CALIFORNIA

COUNTY: ALAMEDA

MY COMM. EXPIRES: April 23, 2006  
(DATE)

SIGNATURE OF DECLARANT: 

PRINT NAME OF DECLARANT: S. Frederick

CITY & STATE OF EXECUTION: OAKLAND, CALIFORNIA

DATE SIGNED: 9/2/05

THE ABOVE INFORMATION MUST BE LEGIBLE FOR SCANNING

ILLEGIBLE NOTARY SEAL DECLARATION  
(Government Code 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached, reads as follows:

NAME OF NOTARY PUBLIC: Raymond Magtibay

COMMISSION NUMBER: 1432326

NOTARY PUBLIC STATE: CALIFORNIA

COUNTY: ALAMEDA

MY COMM. EXPIRES: July 26, 2007  
(DATE)

SIGNATURE OF DECLARANT: 

PRINT NAME OF DECLARANT: S. Frederick

CITY & STATE OF EXECUTION: OAKLAND, CALIFORNIA

DATE SIGNED: 9/2/05

THE ABOVE INFORMATION MUST BE LEGIBLE FOR SCANNING

DESCRIPTION

EXHIBIT "A"

PARCEL 1:

BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF THE RIGHT OF WAY, 60 FEET WIDE, OF THE SOUTHERN PACIFIC COMPANY, AT THE MOST EASTERN CORNER OF THE 7.50 ACRE TRACT DESCRIBED IN THE DEED BY GREENWOOD CORPORATION TO WESTINGHOUSE ELECTRIC CORPORATION, DATED SEPTEMBER 22, 1958 AND RECORDED OCTOBER 3, 1958, IN BOOK 8803 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 291, UNDER RECORDER'S SERIES NO. AP/101720; THENCE LEAVING SAID SOUTHWESTERN LINE AND RUNNING ALONG THE SOUTHEASTERN LINE OF SAID 7.50 ACRE TRACT, SOUTH 53° 36' WEST, 500.00 FEET TO THE DIRECT EXTENSION SOUTHEASTERLY OF THE NORTHEASTERN LINE OF COUNTY ROAD NO. 8100, KNOWN AS WORTHLEY DRIVE; THENCE ALONG SAID EXTENSION, SOUTH 36° 24' EAST, 200.00 FEET; THENCE NORTH 53° 36' EAST, 500.00 FEET TO THE SOUTHWESTERN LINE OF SAID RIGHT OF WAY OF THE SOUTHERN PACIFIC COMPANY; THENCE ALONG THE LAST NAMED LINE, NORTH 36° 24' WEST, 200.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A DRILL TRACK OVER, ALONG AND ACROSS A STRIP OF LAND, 10.00 FEET IN WIDTH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERN LINE OF PARCEL 1, HEREINABOVE DESCRIBED, WITH THE SOUTHWESTERN LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC COMPANY; AND RUNNING THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 36° 24' EAST, 175.00 FEET; THENCE LEAVING SAID SOUTHWESTERN LINE, SOUTH 53° 36' WEST, 10.00 FEET; THENCE NORTH 36° 24' WEST, 175.00 FEET TO THE SOUTHEASTERN LINE OF PARCEL 1; THENCE ALONG THE LAST NAMED LINE, NORTH 53° 36' EAST, 10.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A SPUR TRACK OVER, ALONG AND ACROSS THE FOLLOWING:

BEGINNING AT THE INTERSECTION OF A LINE DRAWN PARALLEL WITH THE SOUTHWESTERN LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC COMPANY, AND DISTANT SOUTHWESTERLY 10.00 FEET THEREFROM, MEASURED AT RIGHT ANGLES THERETO, WITH THE SOUTHEASTERN LINE OF SAID PARCEL 1; AND RUNNING THENCE ALONG SAID PARALLEL LINE, SOUTH 36° 24' EAST, 175.00 FEET; THENCE LEAVING SAID SOUTHWESTERN LINE, NORTH 41° 59' 58" WEST, 153.734 FEET; THENCE NORTH 36° 24' WEST, 22.00 FEET TO THE SOUTHEASTERN LINE OF PARCEL 1; THENCE ALONG THE LAST NAMED LINE, NORTH 53° 36' EAST, 15.00 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 438-0010-003-05

R02511



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**Document Type:** CONVENANT  
**Book:**  
**Page:**

### Names

COUNTY ALAMEDA ENVIRONMENTAL HEALTH SERVICES  
FOREM DEVELOPMENT CO

### Associated Names

FOREM DEVELOPMENT CO  
COUNTY ALAMEDA ENVIRONMENTAL HEALTH SERVICES

### Legal Records - Parcel

#	Parcel ID
1	

### Related Documents

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