Department of Toxic Substances Control

Linda S. Adams
Secretary for
Environmental Protection

Maureen F. Gorsen, Director
700 Heinz Avenue, Suite 200
Berkeley, California 94710-2721

Arnold Schwarzenegger
Governor

December 4, 2006

Marc Babsin
Peralta Street, LLC
501 2nd St., Ste 212
San Francisco, CA 94107

Dear Mr. Babsin:

Based upon the following information, the Department of Toxic Substances Control (DTSC) finds that all response actions, other than long-term operation and maintenance at the Site, have been satisfactorily completed in accordance with the requirements of the Giampolini Site Cleanup Plan approved by DTSC on May 25, 2006.

- The *Remediation Completion Report, 2847 Peralta Street, Oakland, California* (Completion Report) prepared by Treadwell & Rollo, Inc. and dated November 8, 2006 documents the soil excavation and offsite disposal activities, abandonment and installation of monitoring wells, removal of underground storage tanks and hydraulic hoists found during the soil excavation activities, and the confirmation sampling conducted.

- Peralta Street, LLC and DTSC have executed a land use covenant restricting the use of groundwater at this Site and requiring a soil vapor management system that has been recorded with the County of Alameda.

- Peralta Street, LLC has entered into an Operation and Maintenance Agreement with DTSC that includes an adequate plan for long-term operation and maintenance of the groundwater and soil vapor monitoring systems and includes contingency plans for a soil vapor management system. Peralta Street, LLC has demonstrated initial compliance with the Operation and Maintenance Plan.

Therefore, in accordance with the requirements of the California Land Reuse and Redevelopment Act (CLRRA), the Department of Toxic Substances Control (DTSC) issues the enclosed certificate of completion for the La Vista, LLC Site.

If you have any questions, please contact Janet Naito of my staff at (510) 540-3833 or jnaito@dtsc.ca.gov.

Sincerely,

Barbara J. Cook, P.E., Chief
Northern California
Coastal Cleanup Operations Branch

enclosure

cc: James Sorensen, Director
Alameda County Community Development Agency
224 West Winton Avenue, Suite 110
Hayward, California 94544

Dan Vanderpriem
Director of Redevelopment, Economic Development,
Housing and Community Development
1 Frank H. Ogawa Plaza
Oakland, California 94612

David J. Kears, Director
Alameda County Environmental Health
1131 Harbor Bay Parkway
Alameda, California 94502-6577

Leroy Griffin, Assistant Fire Marshall
Hazardous Materials Unit
Oakland Fire Department
1605 Martin Luther King Jr. Way
Oakland, California 94612

Mr. Bill Lightner
Lightner Property Group
612 Howard Street #390
San Francisco, CA 94105

cc: Jeff Ludlow
Treadwell & Rollo
555 Montgomery Street, Suite 1300
San Francisco, California 94111

Jon K. Wactor, Esq.
Wactor & Wick LLP
180 Grand Avenue, Suite 950
Oakland, California 94612

CERTIFICATE OF COMPLETION

California's Land Reuse and Revitalization Act (CLRRA)
California Health and Safety Code, Division 20, Chapters 6.82 and 6.83
Giampolini Site, County of Alameda, Parcel Nos. 007-0589-017, 007-0589-018-3,
007-0589-023, 007-0589-018-02 and 007-0589-016

The Department of Toxic Substances Control (DTSC) entered into CLRRA Agreement, Docket No. HSA-CLRRA 05/06-78 with Peralta Street, LLC on April 11, 2006 to specify the process that will be used to evaluate the Site located at 2847 Peralta Street in Oakland, California ("Site") under CLRRA, facilitate the assessment and remediation of the Site, provide a framework for terms and conditions for qualifying for immunities afforded under CLRRA and provide a framework for reimbursement of DTSC's costs.

The Response Plan prepared pursuant to Health and Safety Code section 25395.96 underwent a thirty day public comment period from April 20 to May 19, 2006 and was approved by DTSC on May 25, 2006.

In accordance with Health and Safety Code section 25395.97, DTSC has determined that:

1. All response actions, other than long-term operation and maintenance at the Site, have been satisfactorily completed in accordance with the approved Response Plan. Response actions taken are described in Exhibit A, attached.
2. Long-term operation and maintenance is required at the Site. Peralta Street, LLC has recorded a land use covenant with Alameda County restricting the use of groundwater, entered into an Operation and Maintenance Agreement with DTSC that includes an adequate plan for long-term operation and maintenance of the groundwater and soil vapor monitoring systems, and has demonstrated initial compliance with the operation and maintenance plan.

Therefore, conditioned upon continuing compliance with the CLRRA and O&M Agreements, DTSC finds that Peralta Street, LLC has properly completed the Response Plan and thus exercised appropriate care with respect to the release or threatened release of hazardous materials identified in the approved Response Plan for this Site.

Issued this 4 day of DECEMBER 2006 by

Name: Barbara J. Cook, P.E., Chief
Coastal Cleanup Operations Branch

Signature: Barbara J. Cook

Giampolini Site Certificate of Completion

EXHIBIT A

The approximately 1.8-acre Site is located north of the intersection of Peralta and 28th Streets at 2847 Peralta Street in Oakland, Alameda County, California. Circa 1900, the Property was a mix of undeveloped land and residential structures. By 1912, the Property was a combination of residential buildings and storage areas with a warehouse located at the central part of the Property. By 1939, the Site and surrounding area were developed with residential and commercial buildings. By 1951, the Site was occupied by the Morwear Paint Company. Facilities on the Site included a warehouse, varnish kitchen, and paint factory near the southern end and a warehouse, offices, and a storage yard to the northern end. An auto dismantler operated at the Site from the 1980s until 2000. The Giampolini Group occupied the Site from September 2000 until February 22, 2006 when the Site was vacated.

On June 30, 2005, Peralta Street, LLC and the Department entered into a Voluntary Cleanup Agreement for the investigation and cleanup of the Property. On April 11, 2006, pursuant to the California Land Reuse and Revitalization Act of 2004 (CLRRA), Peralta Street, LLC and the Department entered into an agreement (Docket No. HSA-CLRRA 05/06-78) ("CLRRA Agreement") for the investigation and cleanup of the Property.

Soil and groundwater investigations were conducted at the Site between 1999 and 2006. The investigations revealed the presence of chemicals above human health and/or environmental protection criteria.

Soil. Lead, mineral spirits, benzene, and benzo(a)pyrene were found in soil at the Site and polychlorinated biphenyls (PCBs) were detected in sediments collected on top of the pavement in the southern portion of the Site. Lead was reported up to 1,100 milligrams per kilogram (mg/kg) in surface soil near the vacant residential house on the northeast corner and in the former paint storage area in the center of the Site. Mineral spirits and benzene were found in soil in the southwest portion of the Site at concentrations up to 18,000 mg/kg and 1.5 mg/kg, respectively. Benzo(a) pyrene was detected at levels up to 1.8 ppm under the former storage area. PCBs were found in sediments at levels up to 2.4 ppm. The residential cleanup goals for lead, mineral spirits, benzene, benzo(a)pyrene and PCBs were established at 244 mg/kg, 400 mg/kg, 0.18 mg/kg, 0.062 mg/kg and 0.220 mg/kg, respectively.

Soil Gas. Benzene was reported in soil gas up to 170,000 micrograms per cubic meter of air. This is above the California Human Health Screening Level of 36.2 micrograms per cubic meter of air. The benzene is believed to be associated with mineral spirits used in the paint manufacturing process.

Groundwater. Mineral spirits and benzene were found in the groundwater in the southwest corner of the Site at levels up to 810 parts per billion (ppb) and 100 ppb, respectively. This is above the Water Board's screening level of 100 ppb and 1 ppb for mineral spirits and benzene in groundwater.

The Response Plan, prepared pursuant to Health and Safety Code section 25395.96, underwent a thirty day public comment period from April 20 to May 19, 2006 and was

Giampolini Site Certificate of Completion

EXHIBIT A

approved by DTSC on May 25, 2006.

The final remedy consisted of 1) excavation and offsite disposal of soil containing mineral spirits, PAHs, PCBs, benzene and/or lead above residential cleanup goals; 2) placement of oxygen-releasing compounds (ORC®) to treat the groundwater; 3) recordation of a land use covenant to restrict the use of groundwater at the Site; and 4) execution of an Operation and Maintenance Agreement to conduct groundwater sampling and soil vapor monitoring. Additionally, during implementation of the final remedy, an area with yellow paint stained soil, three hydraulic hoists and four underground storage tanks were discovered and removed. Soil excavation and offsite disposal activities were initiated on June 9, 2006 and completed on September 15, 2006. 7,199 tons of soil containing mineral spirits, PAHs, PCBs, benzene and/or lead were excavated and disposed offsite. 5,700 gallons of waste water and 12,300 gallons of water/waste petroleum mixture were removed and disposed offsite. 1900 tons of ORC® was placed in excavations extending into groundwater.

The confirmation sampling results indicated that soil remediation work has reduced residual concentrations of chemicals of concern to meet the residential cleanup goals in vadose zone soils. No petroleum hydrocarbons in the mineral spirits range were detected in groundwater samples collected following implementation of the soil remedy. Benzene was detected at a concentration of 12 micrograms per liter (μg/L) in groundwater samples collected from MW-2R. Benzene was also detected in soil gas at levels ranging 21 to 85 micrograms per cubic meter of air ($\mu g/m^3$) following implementation of the soil remediation work.

A land use covenant requiring implementation of a vapor management system on a portion of the Site, restricting the use of groundwater underlying the Site and requiring non-interference with the groundwater and soil vapor monitoring system was recorded with the County of Alameda Clerk-Recorder on December 1, 2006. On December 1, 2006, Peralta Street, LLC and DTSC executed an Operation and Maintenance Agreement, Docket No. HSA-OMEA 06/07-030. The Operation and Maintenance Plan requires periodic groundwater and soil vapor monitoring. If soil vapor cleanup goals are not achieved prior to building construction, there is a contingency plan to install a vapor management system under buildings on a portion of the Site.

Department of Toxic Substances Control

Maureen F. Gorsen, Director
700 Heinz Avenue, Suite 200
Berkeley, California 94710-2721

Linda S. Adams
Secretary for
Environmental Protection

Arnold Schwarzenegger
Governor

December 4, 2006

Marc Babsin
Peralta Street, LLC
501 2nd St., Ste 212
San Francisco, CA 94107

Dear Mr. Babsin:

Enclosed is your copy of the executed Operation and Maintenance Agreement Docket No. HSA-OMEA 06/07-030 for your records. Also enclosed is a copy of the signed land use covenant with documentation from the Alameda County's Assessor's Office to indicate that it was recorded on December 1, 2006.

If you have any questions, please contact Janet Naito of my staff at (510) 540-3833 or jnaito@dtsc.ca.gov.

Sincerely,

Barbara J. Cook, P.E., Chief
Northern California
Coastal Cleanup Operations Branch

enclosure

cc: See next page

cc: James Sorensen, Director
Alameda County Community Development Agency
224 West Winton Avenue, Suite 110
Hayward, California 94544

Dan Vanderpriem
Director of Redevelopment, Economic Development,
Housing and Community Development
1 Frank H. Ogawa Plaza
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1131 Harbor Bay Parkway
Alameda, California 94502-6577

Leroy Griffin, Assistant Fire Marshall
Hazardous Materials Unit
Oakland Fire Department
1605 Martin Luther King Jr. Way
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Mr. Bill Lightner
Lightner Property Group
612 Howard Street #390
San Francisco, CA 94105

Jeff Ludlow
Treadwell & Rollo
555 Montgomery Street, Suite 1300
San Francisco, California 94111

Jon K. Wactor, Esq.
Wactor & Wick LLP
180 Grand Avenue, Suite 950
Oakland, California 94612

Government Code Section 27383. No fee shall be charged by the Recorder for services rendered to the State, to any municipality, county in the State or other political subdivision thereof, except for making a copy of a paper or record.

RECORDING REQUESTED BY:
Peralta Street, LLC
501 2nd St., Ste 212
San Francisco, CA 94107

WHEN RECORDED, MAIL TO:
Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, California 94710
Attention: Barbara J. Cook, P.E., Chief
Coastal Cleanup Operations Branch

COPY of Document Recorded
on 12/01/06
as No. 200644368?
Has not been compared with Original.
ALAMEDA COUNTY RECORDER

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: County of Alameda, Parcel Nos. 007-0589-017, 007-0589-018-3, 007-0589-023, 007-0589-018-02 and 007-0589-016; Site Code: 201609)

This Covenant and Agreement ("Covenant") is made by and between Peralta Street, LLC (the "Covenantor"), the current owner of property situated in Oakland, County of Alameda, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property") and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree, pursuant to Civil Code section 1471 and Health and Safety Code section 25395.99, that the use of the Property be restricted as set forth in this Covenant.

ARTICLE I

STATEMENT OF FACTS

1.01. The Property, totaling approximately 1.8 acres, is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded by Hannah Street on the west; Peralta Street to the south, and Helen Street to the east. Residential and industrial properties border this Property to the north. This property is more specifically described as Alameda County Assessor's Parcel Nos. 007-0589-017, 007-0589-018-3, 007-0589-023, 007-0589-018-02 and 007-0589-016 and is commonly referred to as 2847 Peralta Street in Oakland, California.

1.02. Circa 1900, the Property was a mix of undeveloped land and residential structures. By 1912, the Property was a combination of residential buildings and

storage areas with a warehouse located at the central part of the Property. By 1939, the Property and surrounding area were developed with residential and commercial buildings. By 1951, the Property was occupied by Morwear Paint Company. Facilities on the Property include a warehouse, varnish kitchen, and paint factory near the southern end and a warehouse, offices, and a storage yard to the northern end. According to files reviewed at the Oakland Fire Department, Foreign Auto Wreckers occupied the Property from at least April 1994 until May 2002. The Giampolini Group occupied the Property from September 2000 until they vacated the Property in February 2006.

1.03. On April 11, 2006, pursuant to the California Land Reuse and Revitalization Act of 2004 (CLRRA), Peralta Street, LLC and the Department entered into an agreement (Docket No. HSA-CLRRA #05/06-78) ("CLRRA Agreement") for the investigation and cleanup of the Property.

1.04. Soil has been remediated and groundwater is being remediated in accordance with the CLRRA Agreement and the associated Cleanup Plan developed pursuant to Health and Safety Code sections 25395.94(b) and (c) under the oversight of the Department. The Department circulated the Response Plan, together with a Notice of Exemption prepared pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq., for public review and comment. The Cleanup Plan and the Notice of Exemption were approved by the Department on May 25, 2006.

1.05. The final remedy contained in the Cleanup Plan includes 1) excavation and offsite disposal of soil containing mineral spirits, benzene, polycyclic aromatic hydrocarbons, PCBs and lead above the Property's residential cleanup goals; 2) application of oxygen-releasing compound to groundwater to enhance the biodegradation of the mineral spirits and benzene; 3) recordation of an environmental restriction restricting groundwater use until drinking water standards are achieved; and 4) execution of an operation and maintenance agreement for ongoing operation and maintenance of the groundwater and soil vapor monitoring systems.

1.06. Residential cleanup levels were established for contaminants found in vadose zone soil on the Property: mineral spirits at 400 mg/kg; benzene at 0.18 mg/kg; polycyclic aromatic hydrocarbons as benzo(a)pyrene equivalents at 0.062 mg/kg; PCBs as Arochlor 1260 at 0.22 mg/kg; and lead at 244 mg/kg. Approximately 7,199 tons of soil was removed in June and July 2006. Confirmation samples indicate that soil remediation work has reduced residual concentrations to meet these cleanup levels. Thus, no further action is required for soils.

1.07. A residential cleanup level was established for benzene in soil gas at 36.2 micrograms per cubic meter. Prior to soil removal activities, soil gas samples collected from Assessor's Parcel Number 007-0589-018-03 within Parcels Four and Seven as described in Exhibit A contained benzene above residential cleanup goals. Following soil removal activities, two soil gas probes were installed within Parcel Four and sampled. In four weekly sampling events in September 2006, benzene was detected at

64, 85, 21 and 55 micrograms per cubic meter, respectively. Therefore, the Department concluded that these concentrations of benzene in soil gas could, without a vapor barrier or similar system, pose a risk to human health.

1.08. Groundwater at the Property was encountered at approximately 4.85 to 7.6 feet below ground surface during sampling conducted in January 2006. Based upon sampling results from January 2006, contaminants in the groundwater exceeding drinking water standards include mineral spirits up to 810 µg/l and benzene up to 100 ppb. These are above the San Francisco Bay Region, Regional Water Quality Control Board's Environmental Screening Levels of 100 ppb for total petroleum hydrocarbons applicable to mineral spirits and 1 ppb for benzene. Therefore, the Department concluded that if it were used for domestic purposes, the groundwater could present an unacceptable threat to human health and safety.

1.09. Approximately 1900 pounds of oxygen-releasing compound was applied to the groundwater to treat the in-situ groundwater contamination. The Department has approved an Operations & Maintenance Plan ("OMP") for monitoring of the residual soil gas and groundwater contamination.

ARTICLE II

DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03. Improvements. "Improvements" include, but are not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.06. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25395.99 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by, the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department; provided however, that Owners/Occupants are not responsible for obligations and/or breaches of those obligations of subsequent Owners/Occupants unless they caused or contributed to such a breach.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice of the existence of this Covenant and its Environmental Restrictions.

3.04. Incorporation into Deeds and Leases. The Covenant and its Environmental Restrictions shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, Leases, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the Site Code 201609. The notice shall also include the Assessor's Parcel Number(s) (APN) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06 Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Owner hereby covenants for himself

and for all subsequent Owners that the Owner agrees to pay the Department's costs in administering the Covenant.

ARTICLE IV

RESTRICTIONS

4.01. Prohibited Activities. Extraction of groundwater for purposes other than site remediation or construction dewatering shall not be conducted at the Property.

4.02. Non-Interference with Monitoring System. The "Monitoring System" is composed of groundwater monitoring wells and soil vapor monitoring points located as shown in Exhibit B.

(a) Activities that may disturb the Monitoring System shall not be permitted on the Property without prior review and approval by the Department.

(b) All uses and development of the Property shall preserve the integrity and physical accessibility of the Monitoring System.

(c) The Monitoring System shall not be altered without prior written approval by the Department.

(d) Owner shall notify the Department of each of the following: (i) the type, cause, location and date of any damage to the Monitoring System and (ii) the type and date of repair of such damage. Notification to the Department shall be made as provided below within ten (10) working days of both the discovery of any such disturbance and the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.

4.03. Unless the Department determines otherwise in accordance with the Cleanup Plan referenced in section 1.04, a vapor management system approved by the Department is required beneath any building used for human habitation on Assessor Parcel Number 007-0589-018-02 within the parcels described as Four and Seven in Exhibit A.

4.04. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.05. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the Operation and Maintenance Activities shall have reasonable right of entry and access to the Property for the purpose of implementing the Operation and Maintenance Activities until the Department determines that no further Operation and Maintenance is required.

ARTICLE V

ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue appropriate enforcement actions.

ARTICLE VI

VARIANCE, TERMINATION, AND TERM

6.01. Variance. Owner may apply to the Department for a written variance from the provisions of this Covenant as set forth in CLRRA.

6.02 Termination. Owner may apply to the Department for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property as set forth in CLRRA.

6.03 Term. Unless ended in accordance with the terms of this Covenant, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Alameda within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party 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:

To Owner: Marc Babsin
Peralta Street, LLC
501 2nd St., Ste 212
San Francisco, California 94107

To Department: Barbara J. Cook, P.E., Chief
Northern California – Coastal Cleanup Operations Branch
Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, California 94710

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06 Statutory References. All statutory references include successor provisions.

7.07 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection and submit an Annual Report, to the Department for its approval by January 15th of each year. The Annual Report must include the dates, times, and names of those who conducted the annual inspection and reviewed the Annual Report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the Annual Report (e.g., drive by, fly over, walk in, etc.) If noncompliance is noted, the Annual Report must detail the steps taken to return to compliance. If the Owner identifies any noncompliance with this Covenant during the annual inspections or at any other time, the Owner shall within 10 days of identifying such noncompliance attempt to determine the identity of the non-complying party, and notify them in writing of the noncompliance and demand that the noncompliance be promptly corrected, with a copy of such notice and any correspondence related to the enforcement of this Covenant being sent to the Department within ten (10) days of its original transmission.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Peralta Street, LLC

By: _____

Title: S. Osborn Erickson, Chairman of Emerald Fund,
the Managing Member of Peralta Street, LLC

Date: _____

Department of Toxic Substances Control

By: _____

Title: Barbara J. Cook, P.E., Chief
Northern California – Coastal Cleanup Operations Branch

Date: 12/1/2006

STATE OF CALIFORNIA)
)
COUNTY OF San Francisco)

On this 29th day of November, in the year 2004,

before me Marnie Y. Moore, personally appeared

S. Osborn Erickson,

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.

MARNIE Y. MOORE
Commission # 1457363
Notary Public - California
San Francisco County
My Comm. Expires Jan 18, 2008

Signature Marnie Y. Moore

STATE OF CALIFORNIA)
)
COUNTY OF Alameda)

On this December 1st day of December, in the year 2006,

before me Noemi Pegueros, Notary Public, personally appeared

Barbara Jean Cook,

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 Noemi Pegueros

NOEMI PEGUEROS
Commission # 1607430
Notary Public - California
Alameda County
My Comm. Expires Sep 18, 2009

EXHIBIT A

The land referred to is situated in the County of Alameda, City of Oakland, State of California, and is described as follows:

PARCEL ONE:
Portion of Lot 11, Block N, Lands of the Peralta Homestead Assn., filed April 17, 1868, Map Book 3, Page 26, Alameda County Records, described as follows:

Beginning at a point on the western line of Helen Street, formerly Hellen Street, distant thereon southerly, 325 feet from the southern line of 32nd, formerly a street; running thence along said line of Helen Street southerly, 25 feet; thence at a right angle westerly, 133 feet; thence at a right angle northerly, 25 feet; and thence at a right angle easterly, 133 feet to the point of beginning.

PARCEL TWO:
A portion of Lots 11 and 12, in Block N, Map of the Lands of the Peralta Homestead Association, filed April 17, 1868, Map Book 3, Page 26, Alameda County Records, described as follows:

Beginning at a point on the western line of Helen Street, distant thereon southerly, 350.00 feet from the point of intersection thereof with the southern line of 32nd Street, as said streets are shown on said map; running thence southerly along said line of Helen Street, 100.00 feet; thence at a right angle westerly 133.00 feet to a point on the eastern line of parcel of land described in the Deed from Harmon L. Richards, to P.B.R. Properties, Inc., a California corporation, recorded May 6, 1959, in Book 9017 OR, Page 534; thence at a right angle northerly along the last named line, a distance of 100.00 feet; thence at a right angle easterly, 133.00 feet to the point of beginning.

PARCEL THREE:
Lot 4, and the northwestern 50 feet of Lot 3, in Block N, according to the Map of the Lands of the Peralta Homestead Assn., filed April 17, 1868, in Book 3 of Maps, Page 26, Alameda County Records.

PARCEL FOUR:
Portion of Lot 1, in Block "N" as said lot and block are shown on the "Map of the Lands of the Peralta Homestead Assn. Oakland, Alameda Co.," filed April 17, 1868, in Book 3 of Maps, at Page 26, in the office of the County Recorder of Alameda County, described as follows:

Beginning at the intersection of the eastern line of Hannah Street as shown on said map with the northwestern line of Peralta Street, as said street now exists 80 feet wide; and running thence along said line of Hannah Street northerly 141.71 feet thence at right angles easterly 133 feet; thence at right angles southerly 16.34 feet to said northwestern line of Peralta Street; and thence along said last named line southwesterly 182.77 feet to the point of beginning.

PARCEL FIVE:
Portion of Lots 12 and 13, in Block "N", as said lot and block are shown on the "Map of the lands of the Peralta Homestead Assn., Oakland, Alameda Co.," filed April 17, 1868, in Book 3 of Maps, at Page 26, Alameda County Records, described as follows:

Beginning at the intersection of the northwestern line of Peralta Street, 80 feet wide, with the western line of Helen St, formerly Horton Street, as said last named street is shown on said map; running thence along said line of Helen Street northerly 40 feet, more or less, to a point distant thereon southerly 450 feet from the southern line of 32nd Street, as said street is shown on said map; thence at right angles westerly 133 feet; thence at right angles southerly, along the last named line, 50 feet; thence at right angles easterly 61.90 feet to the northwestern corner of the tract of land described in the Deed by Luise Caddy to Joseph De Veere, dated June 21, 1920, recorded June 25, 1920, in Book 2943 of Deeds, at Page 192, Alameda County Records; thence southerly parallel with said line of Hellen Street, and the extension thereof, 59.09 feet to the said line of Peralta Street, thence along the last named line northeasterly 97.67 feet to the point of beginning.

PARCEL SIX:
Beginning at a point on the northwesterly line of Peralta Street, distant thereon southwesterly ninety-seven (97) feet, eight (8) inches from the point of intersection thereof with the southwesterly line of Helen or Horton Street; running thence southwesterly along said line of Peralta Street; eighty-five and 11/100 (85.11) feet; thence northerly parallel with Hannah Street, one hundred sixteen (116) feet, nine (9) inches; thence at right angles easterly sixty one and 90/100 (61.90) feet; thence southerly fifty-eight and 40/100 (58.40) feet and to the point of beginning.

Being a portion of Lot thirteen (13), in Block "N" as laid down and delineated upon that certain Map entitled, "Map of the Lands of the Peralta Homestead Assn., Oakland, Alameda County," filed April 17, 1868, in the office of the County Recorder of said Alameda County, said Block "N" being identical with Block Numbered 786, as per Boardman's Map of Oakland and Vicinity on file in the said County Recorder's Office.

PARCEL SEVEN:
Beginning at a point on the eastern line of Hannah Street, distant thereon southerly, 500 feet from the point of intersection thereof with the southern line of 32nd, formerly "A" Street; running thence southerly along said line of Hannah Street, 100 feet; thence at right angles easterly, 133 feet; thence at right angles northerly, 100 feet, thence at right angles, westerly 133 feet, to the point of beginning.

Being Lot No. 2, in Block Lettered "N", as said lot and block are delineated and so designated upon that certain map entitled, "Map of the Lands of the Peralta Homestead Assn., Oakland, Alameda County, surveyed April 4, 1868", etc., filed April 17, 1868, in the office of the County Recorder of said Alameda County, said Block "N" being identical with Block No. 786 as per Boardman's Map of Oakland and Vicinity, on File in the said County Recorder's Office of Alameda County.

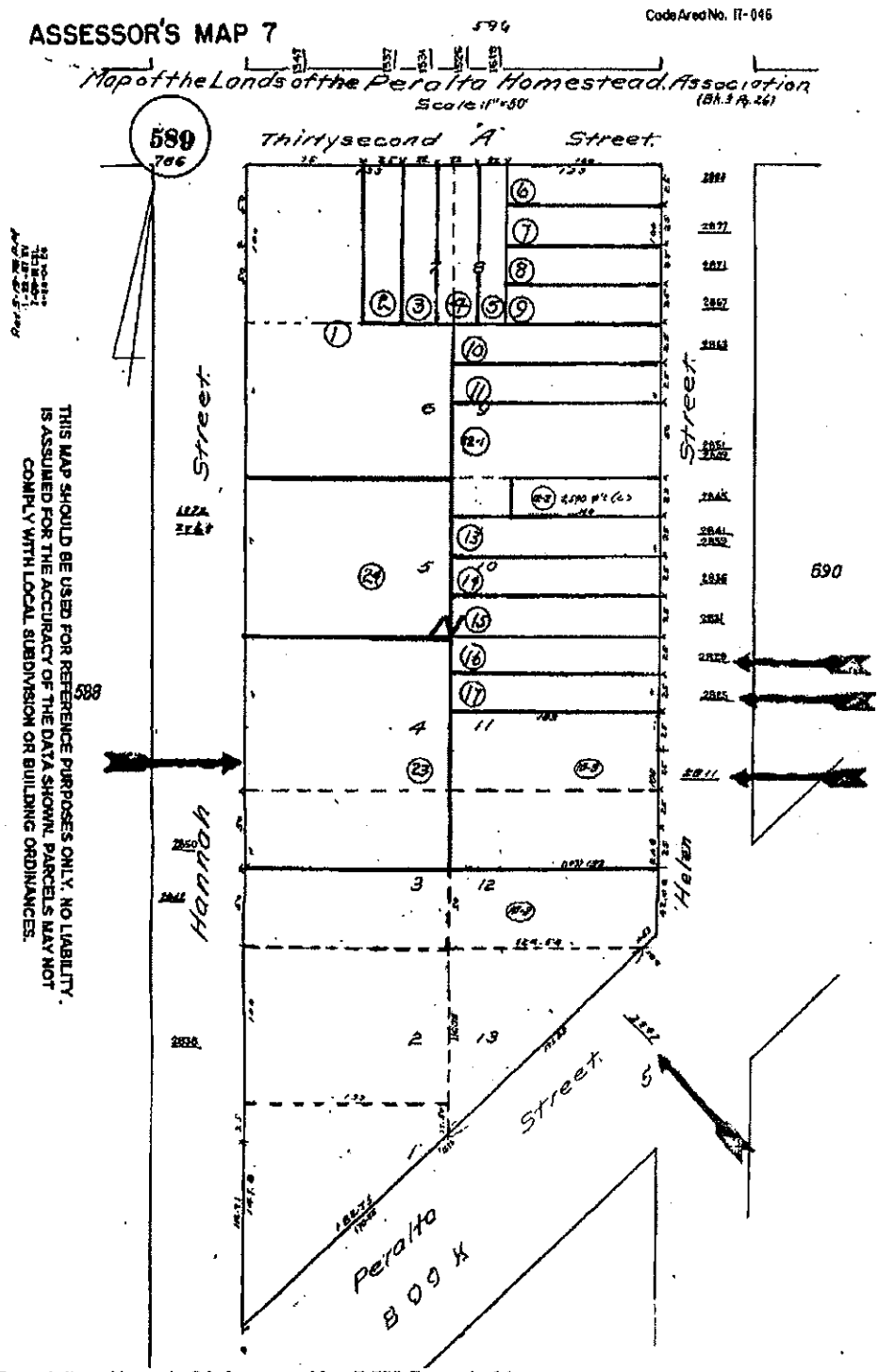
PARCEL EIGHT:
Beginning at a point on the eastern line of Hannah Street distant thereon 286 feet, 8 inches, northerly from the northwestern line of Peralta Street (being that recognized prior to the widening of said Peralta Street) running thence northerly along the said eastern line of Hannah Street 50 feet; thence at right angles easterly 133 feet; thence at right angles southerly 50 feet; and thence at right angles westerly 133 feet to the point of beginning.

Being the southern 1/2 of Lot 3, in Block "N" as said lot and block are shown on the "Map of the Lands of Peralta Homestead Assn." filed April 17, 1868, in Book 3 of Maps, at Page 26, Alameda County Records.

PARCEL NINE:
A portion of Lot 11, Block N, Map of the Lands of the Peralta Homestead Association, filed April 17, 1968, Map Book 3, Page 26, Alameda County Records, described as follows:

Beginning at a point on the western line of Helen Street, formerly Horton Street, distant thereon southerly, 300 feet from the intersection thereof with the southern line of 32nd Street, formerly "A" Street, thence southerly along said line of Helen Street, 25 feet, thence westerly, parallel with said line of 32nd Street, 133 feet; thence northerly, parallel with said line of Helen Street, 25 feet, and thence easterly, parallel with said line of 32nd Street, 133 feet to the point of beginning.

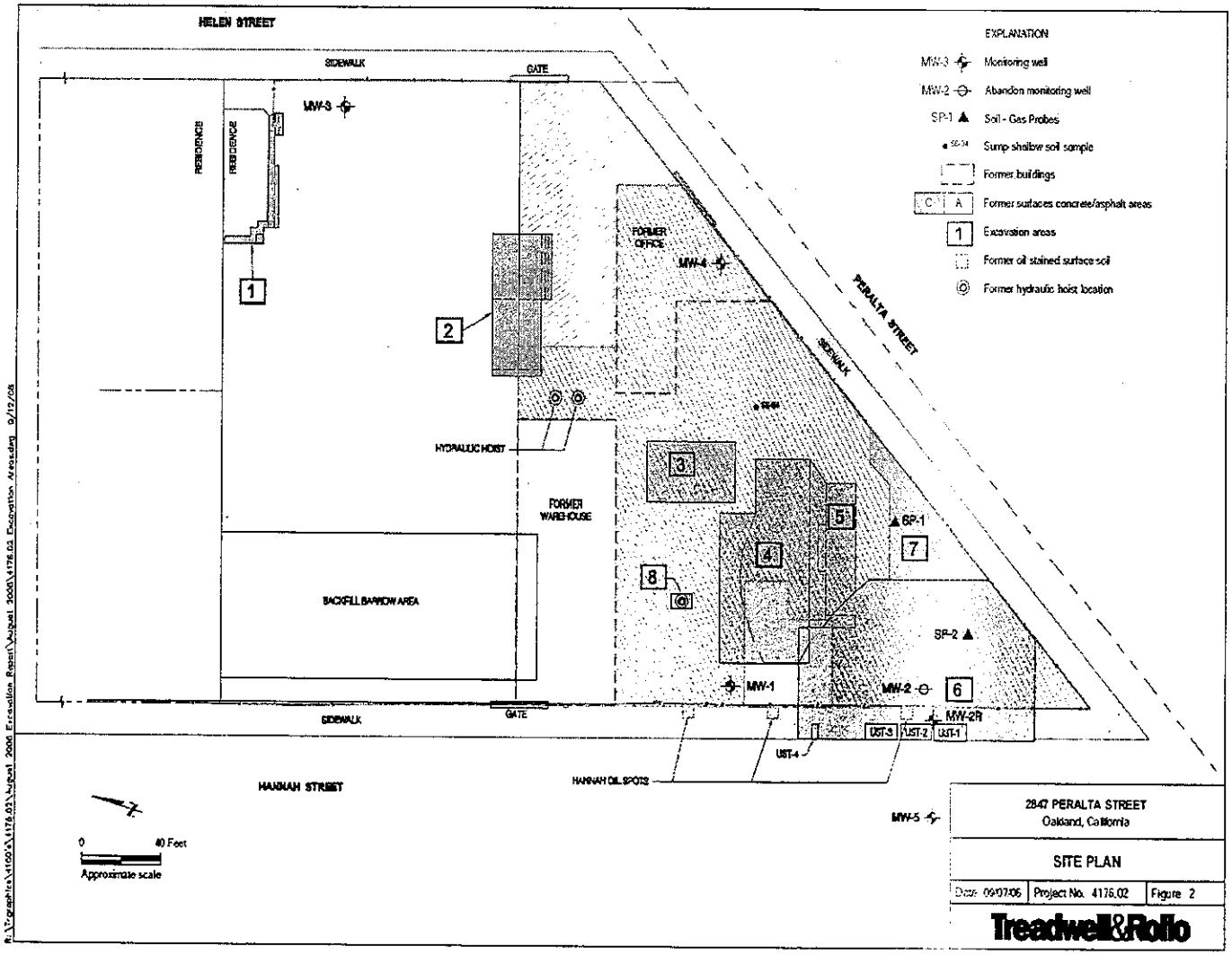
Assessor's Parcel No. 007-0589-017
Assessor's Parcel No. 007-0589-018-03
Assessor's Parcel No. 007-0589-023
Assessor's Parcel No. 007-0589-018-02
Assessor's Parcel No. 007-0589-016



Description: Alameda,CA Assessor Map 7.589 Page: 1 of 1
Order: wv Comment:

Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance thereon.

EXHIBIT B


HELEN STREET
SIDEWALK
GATE
RESIDENCE
RESIDENCE
MW-3
1
2
FORMER OFFICE
MW-4
PERALTA STREET
SIDEWALK
HYDRAULIC HOST
FORMER WAREHOUSE
3
4
5
6
7
8
GP-1
SP-2
BACKFILL BARROW AREA
MW-1
MW-2
MW-2R
UST-3
UST-2
UST-1
UST-4
SIDEWALK
GATE
HANNAH OIL SPOTS
HANNAH STREET
MW-5
EXPLANATION
MW-3 Monitoring well
MW-2 Abandon monitoring well
SP-1 Soil - Gas Probes
Sump shallow soil sample
Former buildings
C A Former surfaces concrete/asphalt areas
1 Excavation areas
Former oil stained surface soil
Former hydraulic hoist location
0 40 Feet
Approximate scale
2847 PERALTA STREET
Oakland, California
SITE PLAN
Date 09/07/06
Project No. 4176.02
Figure 2
Treadwell&Rollo

In the matter of:	)	Docket No. HSA-OMEA 06/07-030
	)	
	)	OPERATION AND MAINTENANCE
Giampolini Site	)	AGREEMENT
2847 Peralta Street	)	
Oakland, California	)	
	)	Health and Safety Code
A Hazardous Waste Site	)	Sections 25395.80 and 25395.97
_____	)	

This Agreement is made and entered into, by and between the State Department of Toxic Substances Control ("Department") and Peralta Street, LLC, 501 2nd St., Ste 212, San Francisco, California 94107 ("Respondent"). Department and Respondent are collectively the "Parties."

RECITALS;

1.0 On April 11, 2006, the Parties entered into an agreement under California's Land Reuse and Revitalization Act (CLRRA), Docket No. HSA-CLRRA 05/06-078 (CLRRA Agreement), for the Giampolini Site (Site) located at 2847 Peralta Street in Oakland, Alameda County, California. The Site is owned by Peralta Street, LLC. A site location map is attached as Exhibit A. The CLRRA Agreement provides for an Operation and Maintenance (O&M) agreement (Agreement) as a condition of issuing a certificate of completion if the Department determines that long-term operation and maintenance (O&M) is required.

2.0 Soil remediation has been completed by Respondent under the CLRRA Agreement in accordance with the Cleanup Plan approved for this Site. Certain operation and maintenance of the groundwater and soil vapor monitoring systems remain to be performed on the Site for the remediation of groundwater and soil vapor. A site map showing the location(s) of groundwater monitoring wells and soil vapor monitoring wells is attached as Exhibit B.

AGREEMENT

3.0 The Parties hereto, based upon the foregoing and in exchange for the mutual performances and forbearances described below, agree as follows:

3.1 Obligations of Peralta Street, LLC. The obligations of Respondent are set forth below.

3.2 Continuing Obligations. Peralta Street, LLC will comply with all conditions of HSC §25395.80 and the CLRRA Agreement as they become applicable and as they continue to apply. In the event that any provision of the Agreement conflicts with the CLRRA Agreement, the CLRRA Agreement shall prevail.

3.3 Implementation of Operation and Maintenance Plans. Respondent shall implement the Operation and Maintenance Plan(s) (OMP) dated November 20, 2006 (Exhibit C) for the remediation of groundwater and soil vapor at the Giampolini Site. The groundwater and soil vapor monitoring systems as defined in the OMP shall be left in place and operated by Respondent until and except to the extent that, in accordance with the Cleanup Plan, the Department authorizes Respondent in writing to discontinue, move or modify some or all of the groundwater monitoring system or soil vapor monitoring system.

3.4 Financial Assurance. Respondent must assure that sufficient monies are available to: implement the activities described in Section 3.2 and 3.3, above; and pay costs as outlined in paragraph 19.0. Respondent shall submit a Performance Bond in the amount of $116,875 for performance of the required Operation and Maintenance activities. This amount is based upon anticipated future costs to comply with the requirements described in the CLRRA Agreement and this O&M Agreement. This amount shall be reviewed annually by the Department and the Respondent to determine if the amount is adequate. If the Department finds that the amount is inadequate, the Respondent shall within 30 days of receipt of the Department's determination, adjust the penal sum of the bond to the required amount or obtain and present for the Department's approval an adequate form of financial assurance listed in Title 22 section 67401.6, of the California Code of Regulations. The Performance Bond shall be released when the Department agrees in writing that the required Operation and Maintenance activities are complete.

3.5 Modifications. Respondent shall give the Department at least sixty (60) days advance written notice prior to the intended date of any proposed modifications, discontinuation or other disruption of the groundwater monitoring system and soil vapor monitoring system. The written notice shall be sent by certified mail to the Department at the address set out in Paragraph 7.0 of this Agreement. The written notice to the Department shall include a detailed description of the work to be done or modifications to be made and a map showing the exact location of the proposed work and the reasons for modification, disruption or discontinuation.

3.6 Endangerment.

3.6.1 In the event of any action or occurrence (such as a fire, earthquake, explosion, or human exposure to hazardous substances caused by the release or threatened release of a hazardous substance) during the course of this Agreement, Respondent shall immediately take all appropriate action to prevent, abate, or minimize such emergency, release, or immediate threat of release and shall immediately notify the Project Manager. Respondent shall take such action in consultation with the Project Manager and in accordance with all applicable provisions of this Agreement. Within seven days of the onset of such an event, Respondent shall furnish a report to the Department, signed by Respondent's Project Coordinator, setting forth the events which occurred and the measures taken in the response thereto. In the event that Respondent fails to take appropriate response and the Department takes the action instead, Respondent shall be liable to the Department for all costs of the response action.

Nothing in this section shall be deemed to limit any other notification requirement to which the Respondent may be subject.

3.6.2 Respondent shall notify DTSC's Project Manager immediately upon learning of any previously unknown condition that endangers public health or safety or that poses an unreasonable risk to human health and safety or the environment.

3.6.3 In the event DTSC determines that any activity (whether or not pursued in compliance with the Agreement) may pose an imminent or substantial endangerment to the health and safety of people on the Site or in the surrounding area or to the environment, DTSC may order Respondent to stop further implementation of the Agreement for such period of time as may be needed to abate the endangerment.

3.7 Compliance With Applicable Laws. Respondent shall carry out this Agreement in compliance with all applicable local, state, and federal requirements, including, but not limited to, requirements to obtain permits and to assure worker safety.

4.0 Obligations of the Department. The Department agrees to review and oversee the measures to be performed by Respondent pursuant to this Agreement.

5.0 Project Coordinator. The responsibilities of the Respondent's Project Coordinator, Marc Babsin, will be to receive and submit all notices, comments, approvals, and other communications from and to the Department. Respondent shall promptly notify the Department of any change in the identity of the Project Coordinator.

6.0 Project Engineer/Geologist. The work performed pursuant to this Agreement shall be under the direction and supervision of a qualified professional engineer or geologist in the State of California with expertise in hazardous substance site cleanup. Jeff Ludlow has been designated the Project Geologist. Respondent shall promptly notify the Department of any change in the identity of the Project Engineer/Geologist . If the Project Engineer/Geologist changes, Respondent must within five days submit: a) The name and address of the project engineer or geologist chosen by the Respondent; and b) in order to demonstrate expertise in hazardous substance cleanup, the resume of the engineer, and the statement of qualifications of the consulting firm responsible for the work.

7.0 Submittals. All submittals and notifications from Respondent that are required by this Agreement shall be sent to:

Barbara J. Cook, P.E., Chief
Northern California – Coastal Cleanup Operations Branch
Attn: Janet Naito Site Mitigation Branch
Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, California 94710

8.0 Communications. All approvals and decisions of the Department made regarding submittals and notifications will be communicated to Respondent in writing by the Site Mitigation Branch Chief, Department of Toxic Substances Control, or his/her designee. Confirmation of a designation shall be provided in writing by the Department in order to validate any approvals or decisions made by a Branch Chief's designee. No informal advice, guidance, suggestions or comments by the Department regarding reports, plans, specifications, schedules or any other writings by Respondent shall be construed to relieve Respondent of the obligations to obtain such formal approvals as may be required.

9.0 Department Review and Approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement does not meet the conditions in this Agreement or fails to protect public health or safety or the environment, DTSC will consult with the Respondent and either (1) return comments to the Respondent with recommended changes or (2) with Respondent's concurrence, modify the document as deemed necessary and approve the document as modified.

10.0 Further Response Actions. DTSC may require Peralta to conduct further response actions only under the circumstances set forth in CLRRA.

11.0 Respondent Liabilities. Except as provided by CLRRA, nothing in this Agreement shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current or future operations of Respondent. Nothing in this Agreement is intended or shall be construed to limit the rights of any of the parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site. Nothing in this Agreement is intended or shall be construed to limit or preclude the Department from taking any action authorized by law to protect public health or safety or the environment and recovering the cost thereof.

12.0 Sampling, Data and Document Availability. Respondent shall permit the Department and its authorized representatives to inspect and copy all sampling, testing, monitoring or other data generated by Respondent or on Respondent's behalf in any way pertaining to work undertaken pursuant to this Agreement. Respondent shall submit all such data upon the request of the Department. Respondent shall inform the Department at least seven (7) days in advance of all field sampling under this Agreement, and shall allow the Department and its authorized representatives to take duplicates of any samples collected by Respondent pursuant to this Agreement. Respondent shall maintain a central repository of the data, reports, and other documents prepared pursuant to this Agreement.

13.0 Record Retention. All such data, reports and other documents shall be preserved by Respondent for a minimum of ten (10) years after the conclusion of all activities under this Agreement. If the Department requests that some or all of these documents be preserved for a longer period of time, Respondent shall either comply with that request or deliver the documents to the Department, or permit the Department to copy

the documents prior to destruction. Respondent shall notify the Department in writing at least six (6) months prior to destroying any documents prepared pursuant to this Agreement.

14.0 Government Liabilities. The State of California shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by Respondent or related parties in carrying out activities pursuant to this Agreement, nor shall the State of California be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to this Agreement.

15.0 Additional Actions. By entering into this Agreement, the Department does not waive the right to take any further actions authorized by law.

16.0 Extension Requests. If Respondent is unable to perform any activity or submit any document within the time required under this Agreement, Respondent may, prior to expiration of the time, request an extension of the time in writing. The extension request shall include a justification for the delay. All such requests shall be in advance of the date on which the activity or document is due.

17.0 Extension Approvals. If the Department determines that good cause exists for an extension, it will grant the request and specify a new schedule in writing. Respondent shall comply with the new schedule, which is incorporated in this Agreement.

18.0 Cost Recovery. Peralta shall reimburse DTSC for all DTSC's costs. Subject to the provisions of section 6.2.6 below, Peralta will reimburse DTSC oversight costs in accordance with HSC Division 20, Chapter 6.66. DTSC's costs are recoverable pursuant to HSC section 25360. The Department will invoice Respondent for Department's costs on a quarterly basis.

19.0 Severability. If any portion of the Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining terms of the Agreement.

20.0 Incorporation of Plans, Schedules and Reports. All plans, schedules, reports, specifications and other documents that are submitted by Respondent pursuant to this Agreement are incorporated in this Agreement upon the Department's approval or as modified pursuant to Paragraph 9.0, Department Review and Approval, and shall be implemented by Respondent. Any material noncompliance with the documents incorporated in this Agreement may be considered a material deviation pursuant to HSC §25395.81(c). Pursuant to §25395.81(c) and CLRRA Agreement Docket No. HSA-CLRRA 05/06-078, failure to cure an unapproved material deviation within the timeframe specified in the notice may result in a loss of immunity under CLRRA.

21.0 Modification and Termination. Respondent may, upon written request, seek modification or termination of this Agreement at any time. In addition to modification as

provided elsewhere in this Agreement, this Agreement may be modified or terminated by mutual written agreement of the parties at any time.

22.0 Time Periods. Unless otherwise specified, time periods begin from the effective date of this Agreement and "days" means calendar days. The effective date of this Agreement is the date the Agreement is signed by the Department.

23.0 Parties Bound. This Agreement applies to and is binding, jointly and severally, upon Respondent and its officers and directors, and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Agreement.

24.0 Effective Date. The effective date of this Agreement is the date when this Agreement is fully executed.

25.0 Representative Authority. Each undersigned representative of the parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the parties to this Agreement.

26.0 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

Signed on the 1 day of December, 2006.

Barbara J. Cook, P.E., Chief
Northern California – Coastal Cleanup Operations Branch
Site Mitigation Program
Department of Toxic Substances Control

Date: 12/1/2006

I acknowledge receipt of the foregoing Agreement and consent to its terms and conditions.

Peralta Street, LLC by
Emerald Fund, Inc., its Managing Member, by
S. Osborn Erickson, its Chairman
For Respondent

Date: 11/29/06

EXHIBIT A
SITE LOCATION MAP

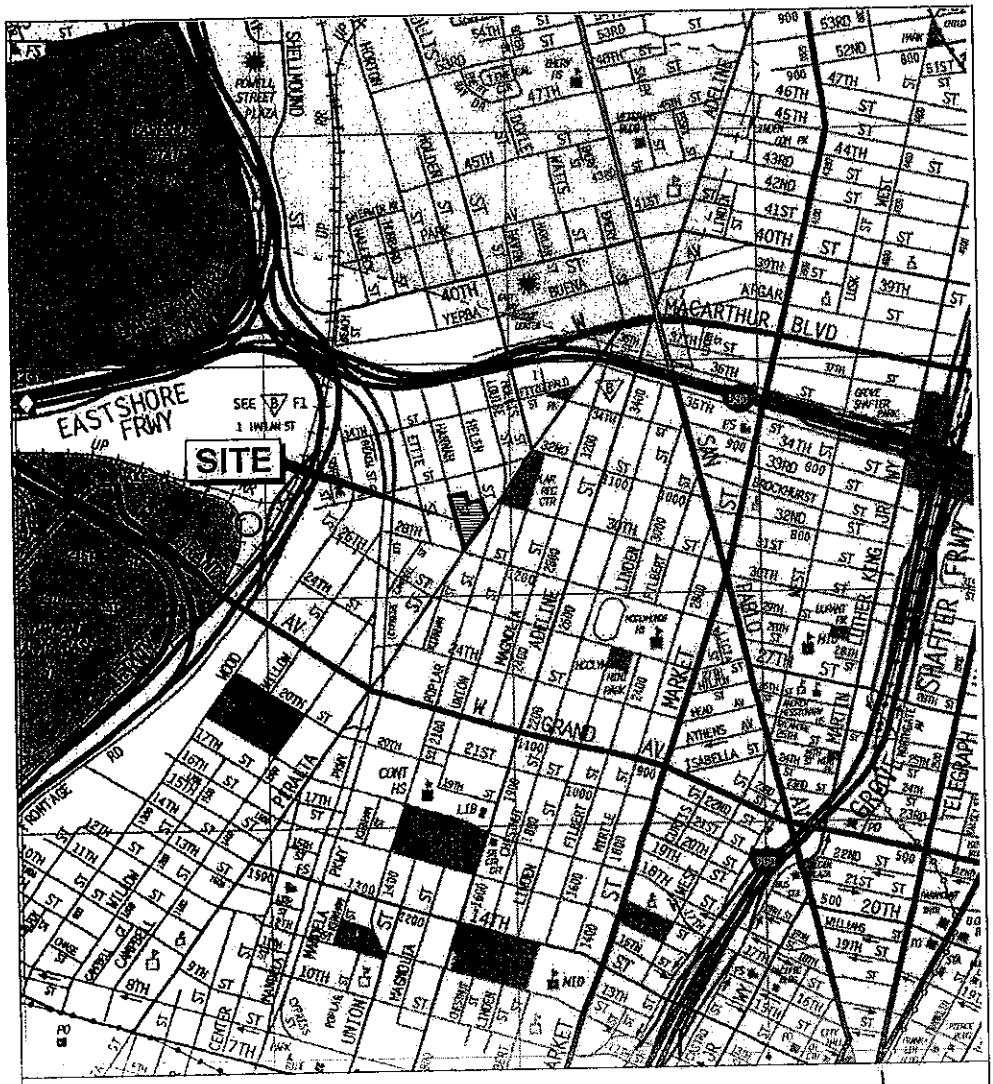


EXHIBIT B

MONITORING WELL LOCATIONS

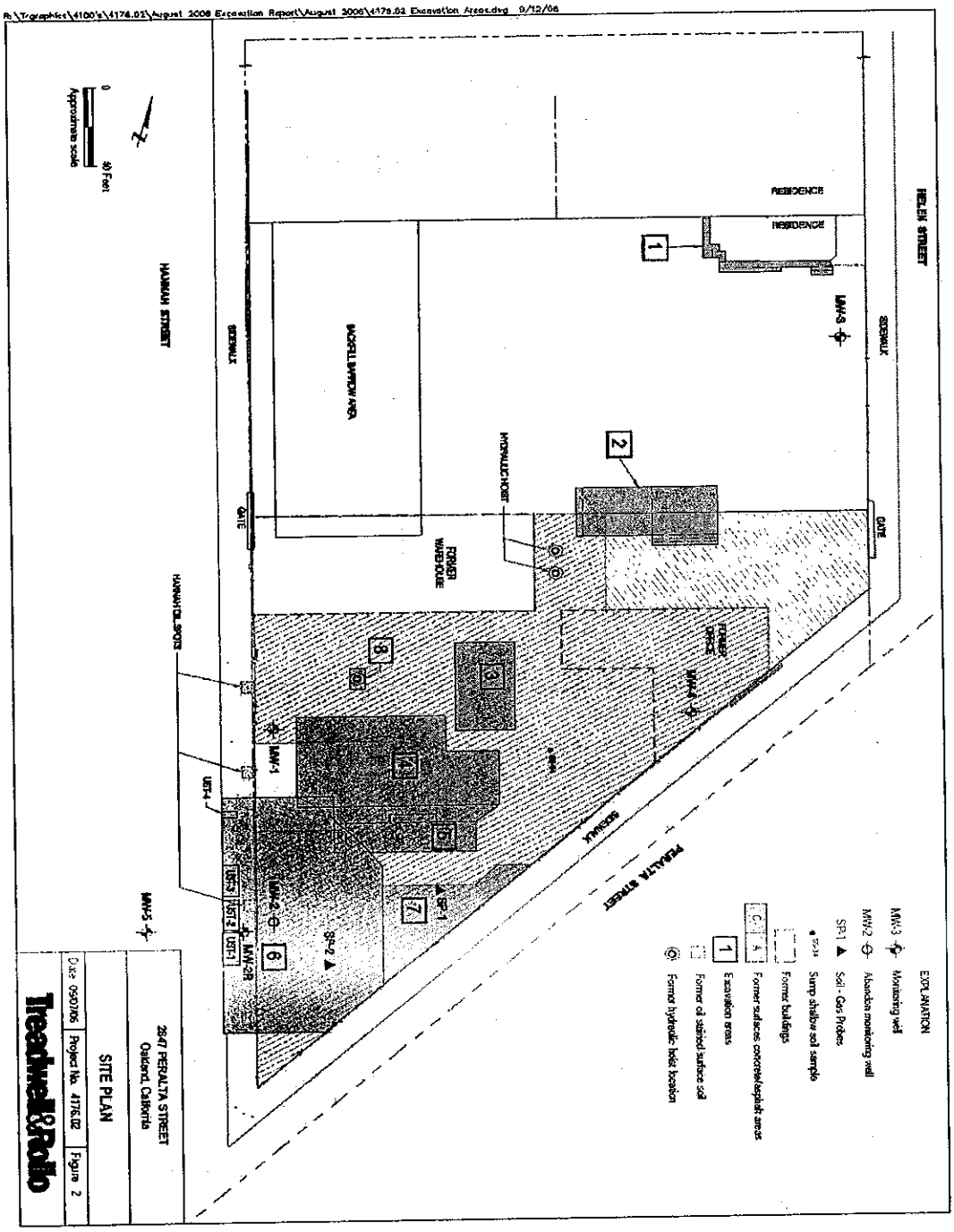


EXHIBIT C
OPERATION AND MAINTENANCE PLAN

OPERATION AND MAINTENANCE PLAN
2847 PERALTA STREET
Oakland, California

Department of Toxic Substances Control
Berkeley, California

20 November 2006
Project No. 4176.02

Treadwell&Rollo
Environmental and Geotechnical Consultants

Treadwell&Rollo

20 November 2006
Project 4176.02

Ms. Janet Naito
Department of Toxic Substances Control
700 Heinz Avenue Suite 100
Berkeley, California 94710-2721

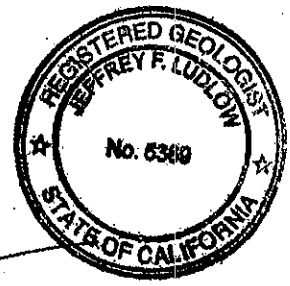
Subject: Operation and Maintenance Plan
2847 Peralta Street
Oakland, California

Dear Ms Naito:

Our *Operation and Maintenance Plan* for the property located at 2847 Peralta Street in Oakland, California is attached. This plan was prepared to as required following the implementation of the Cleanup Plan dated 11 April 2006 prepared in accordance with the California Land Reuse and Revitalization Act of 2004 (California Health and Safety Code, Division 20, Chapter 6.82 Sections 25395.60 through 25395.105 and Chapter 6.83 Sections 25395.110 through 25395.119). The *Operation and Maintenance Plan* has been prepared to outline policies and procedures to ensure that ongoing monitoring tasks and restrictions are implemented at the site.

If you have questions, please contact us.

Sincerely,
TREADWELL & ROLLO, INC.



Michael A. Chamberlain, P.G.
Senior Project Geologist

Jeffrey F. Ludlow, P.G.
Senior Project Manager

41760216.JFL

cc: Marc Babsin – Peralta Street, LLC

Treadwell & Rollo, Inc. *Environmental & Geotechnical Consultants*
555 Montgomery Street, Suite 1300, San Francisco, CA 94111
Telephone (415) 955-9040 Facsimile (415) 955-9041

OPERATION AND MAINTENANCE PLAN
2847 PERALTA STREET
Oakland, California

Department of Toxic Substances Control
Berkeley, California

20 November 2006
Project No. 4176.02

Treadwell&Rollo
Environmental and Geotechnical Consultants

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Treadwell&Rollo

OPERATIONS AND MAINTENANCE PLAN
FORMER GIAMPOLINI PROPERTY
2847 PERALTA STREET
OAKLAND, CALIFORNIA

1.0 INTRODUCTION

On behalf of Peralta Street, LLC, Treadwell & Rollo, Inc. (Treadwell & Rollo) prepared this Operations and Maintenance (O&M) Plan for the former Giampolini Property (Site) located at 2847 Peralta Street in Oakland, California (Figure 1). The purpose of this plan is to outline O&M requirements related to ongoing soil gas and groundwater monitoring and restrictions as the Site is developed and occupied. This O&M Plan includes the following elements: a summary of remediation activities completed at the Site, institutional and engineering controls, ongoing operations and maintenance tasks, and monitoring and reporting requirements.

1.1 Background

Historically, the Site and surrounding area were developed with residential and commercial buildings. By 1951, the Site was occupied by the Morwear Paint Company. Facilities on the Site included a warehouse, varnish kitchen, and paint factory near the southern end and a warehouse, offices, and a storage yard to the northern end. An auto dismantler operated at the Site from the 1980s until 2000. The Giampolini Group occupied the Site from September 2000 until 22 February 2006 when the Site was vacated. Peralta Street, LLC purchased the Site in August 2005 and plans to develop it for residential, commercial, and light industrial use.

1.2 Report Organization

The O&M Plan is organized as follows:

- Site Description (Section 2.0);
- Site Operations (Section 3.0);
- Site Maintenance (Section 4.0); and
- Monitoring (Section 5.0).

2.0 SITE DESCRIPTION

The Site is an approximately 2-acre property located north of the intersection of Peralta and 28th Streets in Oakland, California (Figure 1). The Site is trapezoidal with maximum plan dimensions of approximately 290 by 460 feet. It is bound by Hannah Street to the west, industrial and residential development to the north, Helen Street to the east, and Peralta Street to the southeast. The Site was most recently occupied by Giampolini Group, a painting contractor until February 2006. The Giampolini Group maintained a supply warehouse and mobile office trailer, and stored associated painting, masonry, and construction supplies outdoors at various locations throughout the Site. Prior to implementing remediation, surface conditions at the Site consisted of concrete and asphalt pavement as well as undeveloped graded earth areas (Figure 2).

2.1 Site Geology and Hydrogeology

The soil encountered at the Site during previous investigations consisted primarily of clay deposits to a depth of approximately 16 feet below ground surface (bgs) across the Site. Gravelly fill with sand and silt was encountered at the surface on the northern portion of the Site at thicknesses ranging from 1 to 2.5 feet. In general, no high permeability sands or gravels were encountered in any of the borings drilled at the Site.

Groundwater monitoring and sampling from four onsite wells has been conducted by Treadwell & Rollo at the Site since late 2005. Groundwater levels have varied from approximately 5 to 8 feet bgs and groundwater flow has primarily been towards the southwest (Table 1).

2.2 Summary of Soil Investigations

As discussed in the Cleanup Plan, environmental site assessments (ESAs) were performed at the Site between 1999 and 2005 in a phased approach. Soil samples collected from onsite soil borings and surface soil and sediment samples indicated that the primary chemicals detected at the Site included total petroleum hydrocarbons (TPH) as mineral spirits (TPHms), polycyclic aromatic hydrocarbons (PAHs), benzene, and lead. Additionally, sediments on the surface concrete pavement contained polychlorinated biphenyls (PCBs).

2.3 Summary of Groundwater Investigations

Groundwater samples collected from the Site have been analyzed for TPHg, TPHms, benzene toluene, ethylbenzene, xylenes, and natural attenuation parameters. The only detected concentrations for any of the analytes had consistently been reported in monitoring well MW-2 located in the vicinity of the former paint company varnish kitchen and underground storage tank (UST) area (Figure 2). Historical Site data reported the highest concentrations for TPHg range hydrocarbons (up to 1,100 µg/L), TPHms (up to 810 µg/L), and benzene (up to 260 µg/L) at former well MW-2 which was abandoned prior to remedial excavation (Figure 2). The replacement well MW-2R, installed following the remediation excavation of Area 6 remains the only Site groundwater monitoring well to detect concentrations of contaminants; however no concentrations for TPHg and TPHms were reported during the most recent (Third Quarter 2006) sampling event (Table 2).

2.4 Summary of Soil Gas Investigations

Soil gas surveys conducted at the Site reported elevated concentration of benzene and methane, primarily in the south and southwestern portions of the Site. The detected concentrations of

benzene in soil gas ranged between <80 microgram per cubic meter ($\mu g/m^3$) and 170,000 $\mu g/m^3$. Methane concentrations in soil gas were detected at between <1.0 parts per million per volume (ppmv) and 700,000 ppmv.

2.5 Summary of Soil and Groundwater Remediation

Site remediation was performed in general accordance with the *Cleanup Plan, 2847 Peralta Street, Oakland, California* (Cleanup Plan) (Treadwell & Rollo, 2006), which outlined the scope of work for the recommended remedial actions at the Site. The Cleanup Plan was prepared in accordance with the California Land Reuse and Revitalization Act of 2004 (California Health and Safety Code, Division 20, Chapter 6.82 Sections 25395.60 through 25395.105 and Chapter 6.83 Sections 25395.110 through 25395.119) to ensure that the property, when developed, would be safe for its proposed use. The Cleanup Plan was reviewed and approved by the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC).

Prior to the start of the Site demolition and remediation, all paved areas of the Site were scrapped of PCB-containing sediment using a bobcat sweeper, brooms and hand shovels. Oil-stained soil along the Hannah Street right-of-way was removed by digging around impacted soil using shovels. Building structures and foundations and surface paving were then removed.

To remove the source of contamination at the Site and remediate the Site soil to unrestricted residential use, 7,199 tons of soil were excavated between June and August 2006 from eight areas across the Site that were shown to contain compounds of potential concerns (COPCs) in excess of the cleanup goals presented in the Cleanup Plan. Excavated soil containing chemicals above site cleanup goals was disposed at appropriate off-Site disposal facilities.

In addition to the seven excavation areas described in the Cleanup Plan, contingency procedures were followed when unexpected conditions were discovered during Site demolition and cleanup. Based on Treadwell & Rollo's initial observations of a yellow, paint-like liquid below the concrete slab, excavation Area 8 was added to the remedial work scope. Three hydraulic hoists

were found and removed. Additionally, four USTs were identified and removed from the western edge of Area 6. The locations and configurations of remedial excavations areas 1 through 8, the hydraulic hoists and the former USTs are presented in Figure 2.

Groundwater treatment during Site remediation consisted of the placement of 1,900 pounds of Oxygen Release Compound® (ORC®) to enhance natural attenuation and promote the degradation of petroleum hydrocarbons in the groundwater. ORC® was added to the bottom of all excavations that extended below the groundwater table, including excavation areas 4, 6, and 7.

3.0 SITE OPERATIONS

Following completion of the remedial activities, two soil gas probes and two groundwater monitoring wells were installed. The soil gas probes and five groundwater monitoring wells are being monitored, as detailed in Section 5.0, to evaluate the effectiveness of Site remediation. Since, Site development and construction will start in advance of completing the monitoring activities, certain measures need to be implemented to protect the monitoring equipment and limit the Site worker and future occupant's exposure to elevated concentrations of chemicals in soil gas and groundwater that remain at the Site.

If changes are required to the groundwater or soil vapor monitoring system, a brief work plan will be prepared documenting the rationale for the changes, the proposed modification and any additional O & M requirements for these changes. This work plan will be reviewed and approved by the DTSC prior to implementing these changes to the monitoring systems.

3.1 Construction Worker Health and Safety

Based on the engineering and design drawings for Site development and the remedial tasks completed, the potential for exposure to chemicals in soil and groundwater during Site development is unlikely. However, if Site activities have the potential for encountering groundwater at the Site, a *Health and Safety Plan* (HASP) should be prepared prior to initiating

construction. The HASP should be consistent with Occupational Health and Safety Administration (OSHA) 29 CFR 1910.120 guidelines and Title 8 CCR Section 5192. The HASP should be used to notify construction workers of the Site conditions and provide instructions for implementing proper safety training and procedures during construction.

The HASP should include, but not be limited to, the following items: Site organizational structure; names of key personnel; personnel training requirements; medical surveillance program; summary of risk assessment; a task-specific hazard analysis; Site control program; personal protective equipment; air monitoring plan; decontamination procedures; emergency response plan; spill containment; Site sanitation facilities; and standard operating procedures. The HASP shall include all components of the Site developer's Injury and Illness Prevention Program (IIPP). Title 8, California Code of Regulations, Section 3203 provides information on elements of the IIPP.

The following tasks should be implemented during soil excavation if unanticipated hazardous materials are encountered. Such materials may include USTs and associated product lines, sumps and/or vaults not previously identified, former monitoring wells, and impacted soil with obvious staining or odors:

- Stop work in the area the suspect material is encountered and cover with plastic sheets;
- Notify the Site superintendent and Site environmental consultant for Site inspection and appropriate action in the suspect area;
- Review the existing HASP for revisions, if necessary, and have appropriately trained personnel on site to work with the affected materials, once directed by the contractor; and
- Notify DTSC when conditions are encountered that could pose a threat to public health and/or the environment.

If a UST is found, arrange for a licensed tank removal contractor to properly remove and dispose of the UST. Proper permits and notifications should be in place prior to pulling the UST. If soil

staining is observed, place the affected soil into a stockpile on plastic sheets and cover with plastic sheets. The Site environmental consultant will complete soil sampling and analysis tasks for UST closure in accordance with Oakland Fire Department and Alameda County Department of Environmental Health (ACDEH) requirements. If encountered, soil containing chemicals above Site cleanup goals as specified in the *Cleanup Plan* will be removed and disposed of at an appropriate offsite facility.

If a sump and/or vaults are located during excavation activities, contact the Site environmental consultant for inspection and to determine appropriate action. If no liquid, obvious staining, or odors are noted, remove the sump and/or vaults and dispose of at an appropriate offsite facility. If liquid is present within the sump/vault and/or obvious staining and odors are noted, samples will be collected and analyzed to determine proper disposal of the material. Free liquids will be removed and disposed of appropriately. The sump and/or vaults will be removed and disposed of at an appropriate offsite facility. Soil underlying the sump and any connections will be tested to ensure that it does not contain chemicals above Site cleanup goals presented in the *Cleanup Plan.* If encountered, soil containing chemicals above residential cleanup goals will be removed and disposed of at an appropriate offsite facility.

If impacted soil with obvious staining or odors is encountered, the *Cleanup Plan* remedial goals, or as necessary supplemented with California Human Health Screening Levels (CHHSLs), should be used to evaluate conditions. Where deemed necessary, the conditions should be addressed following the methods and procedures as outlined in the approved *Cleanup Plan* and/or with this *Operation and Maintenance Plan*, with concurrence from the DTSC.

3.2 Institutional Controls

Institutional controls will be used to supplement engineering controls to minimize potential exposure to chemicals in soil gas and groundwater. During the post-remediation monitoring activities, a land use covenant (LUC) will preclude owners or occupants of the property from drilling, boring, otherwise constructing, or using 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 DTSC. The LUC will also require unfettered access to and non-interference with the groundwater and soil vapor monitoring network without prior DTSC approval. The LUC require installation of a vapor management system (VMS) (see Appendix B) under buildings constructed on Parcels 4 and 7 (see Figure B1) unless DTSC determines a vapor barrier is not required based upon soil vapor sampling results.

3.3 Engineering Controls

3.3.1 Dewatering

Groundwater beneath the southern part of the Site is found at approximately 5 to 8 feet below the ground surface and contains benzene at concentrations above drinking water standards. Should future construction excavations require dewatering, groundwater resulting from dewatering activities should be characterized for appropriate disposal. Groundwater samples collected during dewatering activities should be analyzed for chemicals requested by the East Bay Municipal Utilities District (EBMUD) or the disposal facility to comply with the requirements of the permitting agency for disposal of pumped groundwater. A written dewatering plan presenting a description of the dewatering project protocols, groundwater characterization requirements, and EBMUD discharge limits or waste disposal facility requirements will be provided to the DTSC at least 10 days prior to initiation of Site dewatering activities.

3.4 Notifications

Disclosure of Site investigation, remediation and monitoring reports to Site contractors and future developer/property owners is recommended to provide appropriate information on the conditions at the Site. Development activities will be conducted in accordance with the LUC, this *Operation and Maintenance Plan* and in coordination with the DTSC.

4.0 SITE MAINTENANCE

4.1 Monitoring Well Maintenance

Groundwater monitoring wells MW-1, -2R, -3 and -4 have been installed at the Site with protective covers, concrete well-boxes, and locking expansion well caps. Groundwater monitoring well MW-5 was installed in the south-bound lane of Hannah Street adjacent to the Site. Figure 2 illustrates the locations of these wells. Well construction diagrams are presented in Appendix A. During general Site construction, all monitoring wells should be clearly marked using stakes with caution tape, spray paint, and/or concrete barriers. Inspection of the wells should be conducted during construction and/or each sampling event. In the event that a well is damaged, repair or replacement of the well, protective covers and locking well caps should be performed, as needed. Well repair or replacement must be conducted in a timeframe to ensure that wells are accessible, water levels can be measured and representative samples can be collected during each sampling event.

Wells MW-3 and MW-4 will likely need to be abandoned as they are located in an area of the Site where future buildings will be constructed. DTSC shall be notified at least ten days prior to abandonment and prior to reinstallation of these monitoring wells. Well abandonments, performed by over-drilling the wells, shall be conducted under a permit from the Alameda County Public Works Agency and in accordance with State and local requirements. These wells will be replaced prior to the next scheduled sampling event and located in the adjacent side walk nearest their original location. The abandonment of groundwater monitoring wells will be documented on the well abandonment form included in Appendix A. The well reinstallation activities, coordinate survey results and well development activities will be summarized in the next scheduled sampling report.

Following the well abandonment activities, the replacement well installations will be conducted. The replacement well installations will be consistent with the procedures used to install previous groundwater monitoring wells for this Site. The installation procedures require each monitoring well to be completed to a total depth of 20 feet bgs and constructed of 2-inch diameter Schedule

40 polyvinyl chloride (PVC) blank casing with flush threads and 0.010-inch-slot well screen. The wells will be constructed with 15 feet of well screen to accommodate the fluctuating groundwater table which has been measured at depths ranging from 5 to 14 feet bgs at the Site. The screen interval annulus will be filled with #2/12 sand from the total depth of the wells to one foot above the screened interval. The riser interval annulus will then be sealed with one to two feet of hydrated bentonite chips. The remainder of the borehole annulus will be sealed with a neat cement grout. A locking water-tight well cap will be placed on the well casing and the wells should be completed with flush-mount surface well boxes to protect the wellhead and to prevent water from entering the well.

The newly installed wells must be developed to improve hydraulic communication between the geologic formation and the well. Each well will be developed by using a close-fitting surge block to surge the screen interval and draw fines that may be blocking the screen into the well casing. An electric pump will then be used to remove the fine-grained sediments from the wells. During purging, a flow through cell will be used to measure temperature, pH, specific conductance, dissolved oxygen (DO), and oxidation-reduction potential (ORP). Development will continue until ten case volumes of water are removed from the monitoring well and stabilization of field parameters (see Section 5.1) is achieved. The purged water should be stored in a 55-gallon drum onsite pending testing and disposal. Well development activities shall be recorded on the form attached in Appendix A.

4.2 Soil Gas Probe Maintenance

Two soil-gas probes have been installed at the Site inside locking steel protective standpipes. Figure 2 illustrates the locations of these probes. Soil probe construction diagrams are presented in Appendix A. During construction all soil-gas probes will be clearly marked using stakes with caution tape, spray paint, and/or concrete barriers. Inspection of the probes should be conducted during construction and/or each sampling event. In the event that a probe is damaged, repair or replacement of the probe and protective covers should be performed, as needed. Well repair or

replacement must be conducted in a timeframe to ensure that wells are accessible and representative samples can be collected during each sampling event.

4.3 Emergency Response

In the unlikely event of flooding or excessive rainfall that could result in changes in groundwater elevations and movement of the saturated zone materials, inspection of the Site and groundwater conditions should be performed and evaluated. If Site conditions restrict the methods of sampling discussed in this O&M Manual, the DTSC will be notified and a contingency plan will be proposed and implemented. Furthermore, if unanticipated hazardous materials are encountered, contingency tasks outlined in Section 3.1 should be implemented.

4.4 Contacts

The property owner contact information is provided below in the event of maintenance or emergency response issues:

Mr. Marc Babsin
Peralta Street, LLC
501 2nd Street, Suite 212
San Francisco, California 94107
Telephone: (415) 489-1313
Fax: (415) 777-1317

5.0 MONITORING

Post-remediation quarterly groundwater monitoring will be conducted to demonstrate that the contaminant concentrations are stable and that the plume boundaries are stable. In addition, natural attenuation parameters will be monitored to confirm that natural degradation of the contaminants is occurring in groundwater at the Site.

The first quarter of this monitoring was performed in September 2006. The subsequent events will be performed during the first week of December 2006, March 2007 and June 2007. The groundwater monitoring will be conducted until it is demonstrated that over four consecutive quarters of monitoring at least 6 of the 10 natural attenuation parameters indicate that natural attenuation is occurring, that the plume is stable, and that concentrations of TPHms and benzene are decreasing within the source area to below baseline levels. Upon achieving this monitoring goal, the wells will be abandoned under Alameda County Public Works Agency permit and no further action related to soil and groundwater will be required at the Site.

Two soil-gas monitoring probes will be sampled weekly for laboratory analysis for ten weeks following completion of the remediation to verify that benzene concentrations remain below 36.2 $\mu g/m^3$, the California Human Health Screening Level (CHHSL) for soil vapor under a

residential exposure scenario and that methane concentrations remain below 1.25% methane, the California Occupational Safety and Health Administration (OSHA) limit for methane inside a structure. Following this monitoring period, if benzene and methane concentrations have remained below these thresholds, then the probes will be properly abandoned. Following the October 6, 2006 sampling event, a decision was made to delay subsequent collection of soil gas samples until December 2006 to allow the ORC an opportunity to address residual levels of petroleum hydrocarbon and benzene in the groundwater and capillary fringe areas. If concentrations are consistently detected above these thresholds following resumption of sampling, then monitoring will continue to further evaluate soil gas concentrations or a vapor managment system (VMS) (see Appendix B) will be constructed beneath the structures in the areas where the exceedances were detected. If a VMS is required, the additional Operation and Maintenance requirements detailed in Appendix B will be added to the required Operation and Maintenance requirements.

5.1 Groundwater Sampling Methodology

Prior to groundwater purging, groundwater levels will be measured relative to the top of the casing with a precision of 0.01 feet using an electronic water level meter. After measuring fluid levels, the wells will be purged and sampled. A submersible pump will be used to purge the well of a minimum of three equivalent casing volumes of water to ensure that stagnant groundwater within the well casing and annular space is removed and that the sample collected is representative of the aquifer. During purging, a flow through cell will be used to measure temperature, pH, specific conductance, dissolved oxygen (DO), and oxidation-reduction potential (ORP). These criteria will be recorded a minimum of once every well volume on the field sampling sheet attached in Appendix A.

Once all parameters have stabilized a groundwater sample will be collected from the well using a clean new disposable PVC bailer. Stabilization criteria are outlined below.

TABLE 1: Stabilization Criteria with References for Water-Quality-Indicator Parameters

Parameter	Stabilization Criteria	Reference
pH	+/- 0.1	Puls and Barcelona, 1996; Wilde et al., 1998
specific electrical conductance (SEC)	+/- 3%	Puls and Barcelona, 1996
oxidation-reduction potential (ORP)	+/- 10 millivolts	Puls and Barcelona, 1996
turbidity	+/- 10% (when turbidity is greater than 10 NTUs)	Puls and Barcelona, 1996; Wilde et al., 1998
dissolved oxygen (DO)	+/- 0.3 milligrams per liter	Wilde et al., 1998

Groundwater samples will then be collected from each well using a clean new disposable PVC bailer. The groundwater will be decanted into appropriate sampling containers for each analyte, and each container will be labeled with the name of the well, the date and time the sample was collected, and the analysis to be conducted and placed in an ice-chilled cooler and submitted to a California-certified analytical laboratory under Chain-of-Custody protocol.

Table 3 presents the groundwater sampling container type, preservation and hold times for the TPHg, TPHms and BTEX analysis and natural attenuation parameters. The containers are provided by the certified laboratory, or their supplier. Samples analyzed for metals shall be filtered by the laboratory prior to analysis. As such samples must be delivered to the laboratory within 24 hours.

5.1.1 Laboratory Analysis

All groundwater samples will be submitted under chain of custody to a California-certified analytical laboratory. The laboratory will analyze the groundwater samples for TPHms by EPA

Method 8015M, TPHg by EPA Method 8015M and benzene, toluene, ethylbenzene and xylene by EPA Method 8021B. In addition, the samples will be analyzed for natural attenuation parameters to evaluate if biodegradation is occurring at the Site. Natural attenuation parameters that will be measured include dissolved iron, dissolved manganese, nitrate, sulfate, total organic carbon, biological oxygen demand, chemical oxygen demand, methane, dissolved oxygen, and oxidation-reduction potential. One duplicate groundwater samples will be collected and submitted to the laboratory for TPHms and benzene analysis as a quality assurance and quality control (QA/QC) sample.

5.2 Soil-Gas Sampling Methodology

Soil-gas samples will be collected at two semi-permanent soil-gas probes (SP-1 and SP-2) that have been installed into the backfill material in the southern area of the Site (Figure 2). The samples will be collected using pre-evacuated 6-liter SUMMA canisters fitted with lab-calibrated flow controllers and particulate filters. The vacuum of the canisters will be recorded before and after sampling, along with the flow rate. The canisters will be provided by the laboratory or its supplier, and will be certified as clean.

Based on a purge volume test conducted at both probes, seven "casing volumes" will be purged from each probe prior to sampling. Samples will be collected by attaching the probe tubing to the flow controller manifold, which is attached to the SUMMA canisters. One canister will be used to purge the appropriate "casing volume", while the second canister will be used to collect the sample. All purge volumes will be calculated based on the lab-calibrated flow controllers and the amount of time that each SUMMA canister valve is opened. New lab-decontaminated SUMMA canisters, flow controllers, filters, and fittings will be used for each sample location. Leak detection monitoring will be conducted by wrapping the connections with cloth wetted with isopropyl alcohol.

5.2.1 Laboratory Analysis

SUMMA canisters will be shipped under chain of custody to a State of California-certified analytical laboratory for benzene analysis by EPA Method TO-15 and methane analysis by ASTM Method 1946. EPA Method TO-15 will also be used to determine whether the leak detection compound (isopropyl alcohol) is present in the sample. Detected concentrations of isopropyl alcohol in the samples will be reviewed in conjunction with the detected concentrations of benzene and methane over the ten week monitoring period to evaluate if significant leaks in the soil gas monitoring system have occurred and biased the sample results.

5.3 Reporting

Quarterly groundwater monitoring reports will be prepared and submitted to the DTSC summarizing the activities during each sampling event. The quarterly reports will summarize the analytical results, groundwater flow direction and gradient, and provide a schedule of anticipated activities for the following sampling events. The quarterly groundwater monitoring reports will be submitted to the DTSC for review within 30 days following each scheduled quarterly monitoring and sampling event (as presented in Section 5.0).

Soil-gas probe sampling began at the Site on 1 September. The weekly soil-gas probe sampling results will be emailed to the DTSC for immediate review. At the end of ten weeks of soil gas monitoring, a letter report will be prepared presenting tabulated soil-gas data, figures, data sheets, and recommendations, if any, for further action at the Site. The letter report will be submitted to the DTSC for review within two weeks of collecting the final round of samples.

6.0 DISTRIBUTION LIST

Ms. Janet Naito
California Environmental Protection Agency
Department of Toxic Substance Control
700 Heinz Avenue, Suite 200
Berkeley, California 94710-2721

Mr. Marc Babsin
Peralta Street, LLC
501 2nd Street, Suite 212
San Francisco, California 94107

TABLES

Table 1
Well Construction Details and Groundwater Elevations
Former Giampolini Site
2847 Peralta Street
Oakland, CA

Well ID	Installation Date	Sample Date	Borehole Diameter (inches)	Casing Diameter (inches)	Bottom of Casing (depth in feet)	Top of Screen (depth in feet)	Bottom of Screen (depth in feet)	Top of Casing Elevation[1] (feet-msl)	Depth to Water (feet-msl)	Groundwater Elevation[1] (feet-msl)
MW-1	20-Oct-05	31-Oct-05	8	2	20.0	5.0	20.0	10.85	6.76	4.09
		24-Jan-06							5.86	4.99
		3-May-06							5.62	5.23
		13-Sep-06							6.84	4.01
[redacted]										
MW-2R	8-Sep-06	13-Sep-06	8	2	20.0	5.0	20.0	8.1	5.98	2.12
MW-3	20-Oct-05	31-Oct-05	8	2	20.0	5.0	20.0	13.35	8.08	5.27
		24-Jan-06							5.00	8.35
		3-May-06							5.18	8.17
		13-Sep-06							8.01	5.34
MW-4	20-Oct-05	31-Oct-05	8	2	20.0	5.0	20.0	12.24	5.38	6.86
		24-Jan-06							4.85	7.39
		3-May-06							5.65	6.59
		13-Sep-06							6.09	6.15
MW-5	8-Sep-06	13-Sep-06	8	2	20.0	5.0	20.0	9.87	7.90	1.97

Notes
feet-msl = feet above mean sea level
[1] top of casing elevations are referenced to City of Oakland bench marks, North American Geodetic Vertical Datum of 1929 (NGVD 29 datum).

Table 2
Results of TPH and Benzene in Groundwater
Former Giampolini Property
2847 Peralta Street
Oakland, California

Sample ID	Sampling Date	TPH-g	TPH-ms	Benzene	Toluene	Ethyl-Benzene	Xylenes	MTBE
		(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)
MW-1	31-Oct-2005	<50	<50	<0.5	--	--	--	--
	24-Jan-2006	--	<50	<0.5	--	--	--	--
	3-May-2006	--	<50	<0.5	--	--	--	--
	13-Sep-2006	<50	<50	<0.5	<0.5	<0.5	<0.5	<0.5
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
MW-2R	13-Sep-2006	<50	<50	12	<0.5	0.54	<0.5	16
MW-2R DUP	13-Sep-2006	<50	<50	13	<0.5	0.52	<0.5	13
MW-3	31-Oct-2005	<50	<50	<0.5	--	--	--	--
	24-Jan-2006	--	<50	<0.5	--	--	--	--
	3-May-2006	--	<50	<0.5	--	--	--	--
	13-Sep-2006	<50	<50	<0.5	<0.5	<0.5	<0.5	<0.5
MW-4	31-Oct-2005	<50	<50	<0.5	--	--	--	--
	24-Jan-2006	--	<50	<0.5	--	--	--	--
	3-May-2006	--	<50	<0.5	--	--	--	--
	13-Sep-2006	<50	<50	<0.5	<0.5	<0.5	<0.5	<0.5
MW-5	13-Sep-2006	<50	<50	<0.5	<0.5	<0.5	<0.5	<0.5

Notes:

TPH-ms =	total petroleum hydrocarbons as mineral spirits
µg/L =	micrograms per liter
<50 =	not detected at or above the laboratory reporting limit

Laboratory Notes:

a =	unmodified or weakly modified gasoline is significant
b =	diesel range compounds are significant; no recognizable pattern
e =	TPH pattern that does not appear to be derived from gasoline (stoddardsolvent/mineral spirit?)
g =	oil range compounds are significant
n =	stoddard solvent/mineral spirit

Table 3
Sample Containers, Preservatives, and Holding Times
Former Giampolini Property
2847 Peralta Street
Oakland, California

Analyte	Laboratory Method	Container Type and Volume	Preservative [1]	Holding Time
TPH as gasoline (C_6-C_{12})	Modified EPA 8015B	3 x 40 mL VOAs	HCl	14 Days
TPH as mineral spirits (C_9-C_{12})	Modified EPA 8015B	3 x 40 mL VOAs	HCl	14 Days Extract
BTEX	EPA 8021B	2 x 40 mL VOAs	HCl	14 Days
MTBE	EPA 8021B	2 x 40 mL VOAs	HCl	14 Days
General Chemistry				
Nitrate	EPA 353.2	1 x 500 mL Plastic	none	48 hours
Sulfate	EPA 300.0	1 x 500 mL Plastic	none	28 days
TOC	EPA 415.3	2 x 40 mL Amber VOAs	HCl	28 days
BOD	EPA 405.1	1 x 1L Plastic	none	48 hours
COD	EPA 410.4	2 x 40 mL VOAs	H_2SO_4	28 days
methane	RSK 174	2 x 40 mL VOAs	HCl	14 days
dissolved iron	EPA 200.7	1 x 500 mL Plastic	none	180 days
dissolved manganese	EPA 200.7	1 x 500 mL Plastic	none	180 days
DO	field measurment	N/A	N/A	N/A
ORP	field measurment	N/A	N/A	N/A

Notes

1 - All samples will be placed on ice and kept at an EPA prescribed temperature of 4 degrees Celsius.

TPH - total petroleum hydrocarbons

BTEX - benzene, toluene, ethylbenzene, and xylenes

MTBE - methyl tert-butyl ether

TOC - total organic carbon

BOD - biological oxygen demand

COD - chemical oxygen demand

DO - dissolved oxygen

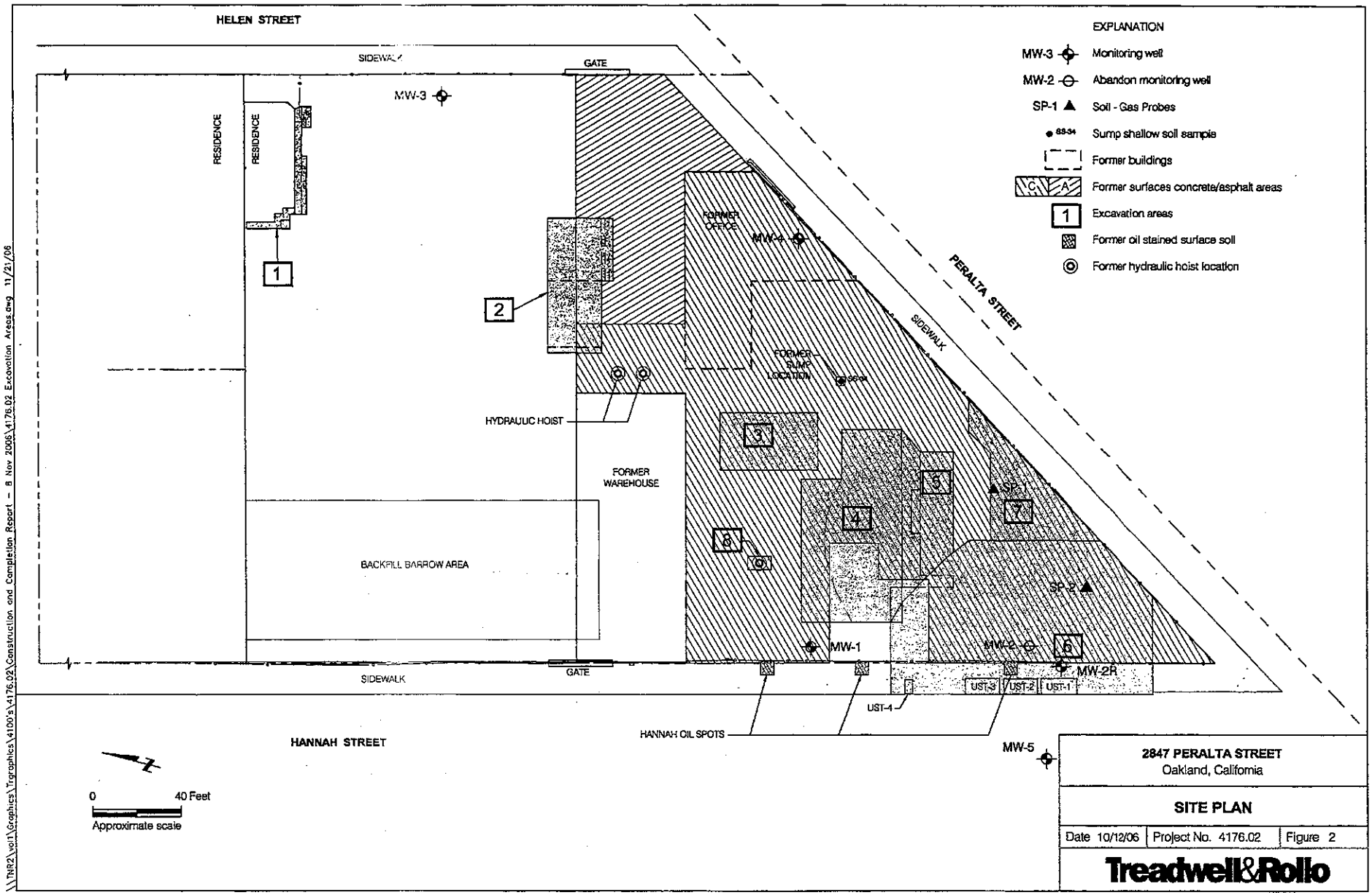
ORP - oxidation/reduction potential

VOA - volatile organics analysis

mL - milliliter

L - Liter

FIGURES



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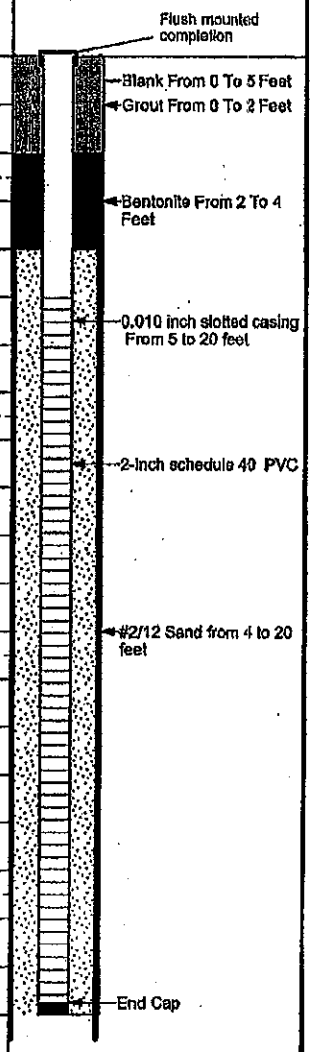
Treadwell&Rollo

APPENDIX A
Groundwater Monitoring Well/Soil Gas Probe Logs and Groundwater Forms

PROJECT:	2847 PERALTA Oakland, California	**Log of Monitoring Well MW-1** PAGE 1 OF 1
Boring location: See Site Plan, Figure 2		Logged by: R. Evans Drilled By: Woodward
Date started: 10/20/05	Date finished: 10/20/05	
Drilling method: Hollow Stem Auger		
Hammer weight/drop: 140 lbs./30-inches	Hammer type:	
Sampler: California Modified Split Spoon		

DEPTH (feet)	SAMPLES: Sample Number	Sample	Blow Count	Recovery (feet)	OVM (ppm)	LITHOLOGY	MATERIAL DESCRIPTION
1–5						CL	CLAY (CL) black (5Y 2.5/1), 80% slightly plastic fines, 20% sand, soft, moist, no-odor
5–10				1.5	11	CL	CLAY (CL) dark greenish-gray (10YR 3/1), 80 % slightly plastic fines, 20% fine sand, stiff, moist, weak odor
10–15				1.5	7.5	CL	CLAY (CL) dark greenish-gray (10Y 3/1), 80% slightly plastic fines,10% medium to coarse sand, 10% gravel, stiff, moist, no odor
15–20				1.5	0	CL	CLAY (CL) dark yellowish-brown (10YR 4/4), 100% very plastic fines, medium stiff, moist, no-odor
20–21				1.5	0	CL	CLAY (CL) dark gray (5Y 4/1), 100% very plastic fines, medium stiff, moist, no-odor
22–25							

WELL COMPLETION INFORMATION



Boring terminated at a depth of 21.5 feet below ground surface.
Groundwater not encountered during drilling.

Treadwell&Rollo

Project No.:	Figure:
4176.02	A-1

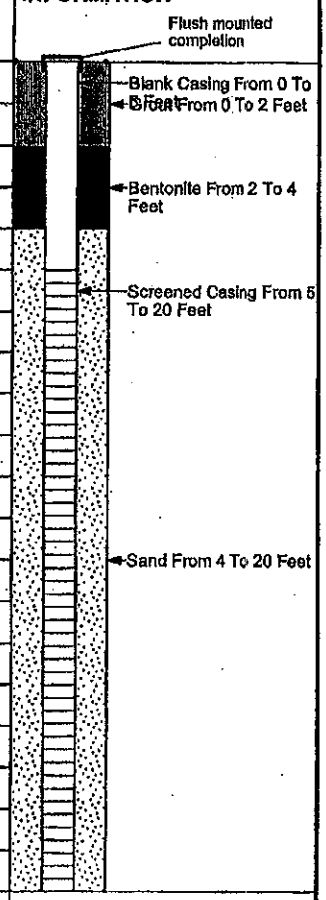
TEST ENVIRONMENTAL WELL REV1 417602.GPJ T&R.GDT 2/8/06

PROJECT:	2847 PERALTA STREET Oakland, California	**Log of Soil Boring MW-2R** PAGE 1 OF 1
Boring location: See Site Plan, Figure 2		Logged by: C. Gordon Drilled By: Gregg
Date started: 9/8/06	Date finished: 9/8/06	
Drilling method: Direct Push		
Hammer weight/drop: --	Hammer type:	
Sampler: Marco Core		

DEPTH (feet)	SAMPLES: Sample Number	Sample	Blow Count	Recovery (feet)	OVM (ppm)	LITHOLOGY	MATERIAL DESCRIPTION
1–10						GC	GRAVEL, SAND, CLAY mix (GC) dark brown with light brown, very dense, moist, non-plastic, no odor
12						GW	GRAVEL (GW) very loose, wet, 3/4 drain rock-ORC layer
13–15						ML	SILT with GRAVEL (ML) olive, very soft, wet, sub-angular gravel, plastic, weak odor
16–18						ML	SILT (ML) gray, very soft, saturated, non-plastic, no odor
19–30							

FILL

WELL COMPLETION INFORMATION



Boring terminated at a depth of 20 feet below ground surface.
Groundwater encountered at a depth of 10 feet during drilling.

Treadwell&Rollo

Project No.:	Figure:
4176.02	E-1

TEST ENVIRONMENTAL WELL REV1 4176\02-2006.GPJ T&R.GDT 9/20/06

PROJECT:	2847 PERALTA Oakland, California	Log of Monitoring Well MW-3 PAGE 1 OF 1
Boring location: See Site Plan, Figure 2		Logged by: R. Evans Drilled By: Woodward
Date started: 10/20/05	Date finished: 10/20/05	
Drilling method: Direct Push		
Hammer weight/drop: N/A	Hammer type: N/A	
Sampler: Continuous Core Barrel		

DEPTH (feet)	SAMPLES: Sample Number	SAMPLES: Sample	SAMPLES: Blow Count	SAMPLES: Recovery (feet)	OVM (ppm)	LITHOLOGY	MATERIAL DESCRIPTION
1–2						GW	GRAVEL (GW) brown (10YR 4/3), 50% slightly plastic fines, 50% subrounded gravel, well graded, damp, no-odor
3–10						CL	CLAY (CL) very dark gray (10YR 3/1), 100% plastic fines, trace fine sand, medium stiff, trace iron oxide staining, moist, no-odor
10–13						CL	CLAY (CL) greenish-gray (10Y 6/1), 100% plastic fines, stiff, moist, no-odor ▽
16–20						CL	CLAY (CL) light olive-brown (2.5Y 5/3), 100% fines, very soft, iron oxide staining, moist, no-odor
21–25							

WELL COMPLETION INFORMATION

- Flush mounted completion
- Blank From 0 To 5 Feet
- Grout From 0 To 2 Feet
- Bentonite From 2 To 4 Feet
- 0.010 inch slotted casing From 5 to 20 feet
- 2-inch schedule 40 PVC
- Sand From 4 To 20 Feet
- End Cap

Boring terminated at a depth of 20.5 feet below ground surface.
Groundwater not encountered during drilling.
NA = not applicable

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Project No.:	Figure:
4176.02	A-3

TEST ENVIRONMENTAL WELL 417602.GPJ T&R.GDT 2/17/06

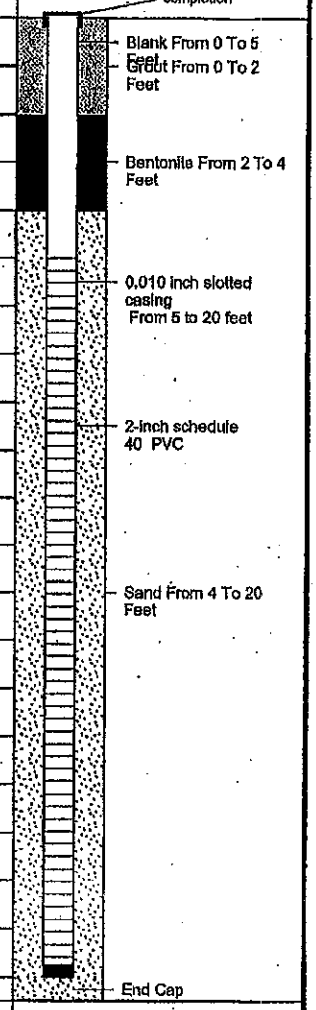
PROJECT: 2847 PERALTA
Oakland, California

Log of Monitoring Well MW-4

Boring location: See Site Plan, Figure 2
Logged by: R. Evans
Drilled By: Woodward
Date started: 10/20/05
Date finished: 10/20/05
Drilling method: Direct Push
Hammer weight/drop: N/A
Hammer type: N/A
Sampler: Continuous Core Barrel

DEPTH (feet)	SAMPLES: Sample Number	SAMPLES: Sample	SAMPLES: Blow Count	SAMPLES: Recovery (feet)	OVM (ppm)	LITHOLOGY	MATERIAL DESCRIPTION
1–6						CL	CLAY (CL) black (5Y 2.5/1), 100% slightly plastic fines, trace fine sand, moist, no-odor
7–8						SM	SILTY SAND (SM) dark greenish-gray (2.5Y 4/1), 40% non plastic fines, 60% fine sand, well graded, moist, no-odor
9–11						GM	SILTY GRAVEL (GM) light olive-brown (2.5Y 5/4), 40% non plastic fines, 60% subrounded gravel, well graded, moist, no-odor
12–20						CL	CLAY (CL) light olive-brown (2.5Y 5/3), 100% plastic fines, soft, iron oxide staining, wet, no-odor
21–25							

WELL COMPLETION INFORMATION



Boring terminated at a depth of 20.5 feet below ground surface.
Groundwater not encountered during drilling.
NA = not applicable

Treadwell&Rollo

Project No.: 4176.02
Figure: A-4

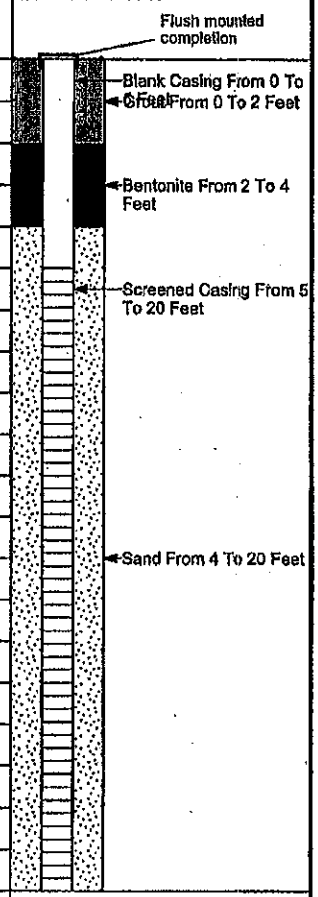
TEST ENVIRONMENTAL WELL 41760.GPJ T&R.GDT 2/17/06

PROJECT:	2847 PERALTA STREET Oakland, California	**Log of Soil Boring MW-5** PAGE 1 OF 1
Boring location: See Site Plan, Figure 2		Logged by: C. Gordon Drilled By: Gregg
Date started: 9/8/06	Date finished: 9/8/06	
Drilling method: Direct Push		
Hammer weight/drop: --	Hammer type:	
Sampler: Marco Core		

DEPTH (feet)	SAMPLES: Sample Number	Sample	Blow Count	Recovery (feet)	OVM (ppm)	LITHOLOGY	MATERIAL DESCRIPTION
1–6						CL	CLAY (CL) black, dense, moist, very plastic, no odor
6–12						SM	SILTY SAND (SM) olive, stiff, moist, non-plastic, weak odor
12–15						CL	CLAY (CL) light olive, stiff, moist, plastic, weak odor
15–17						ML	SILT (ML) yellow-brown, soft, wet, plastic, no odor, trace gravel
17–19						GP	GRAVELLY SAND (GP) yellow-brown, loose, wet, non-plastic, no odor
19–30							

BAY MUD

WELL COMPLETION INFORMATION



Boring terminated at a depth of 20 feet below ground surface.
Groundwater encountered at a depth of 15 feet during drilling.

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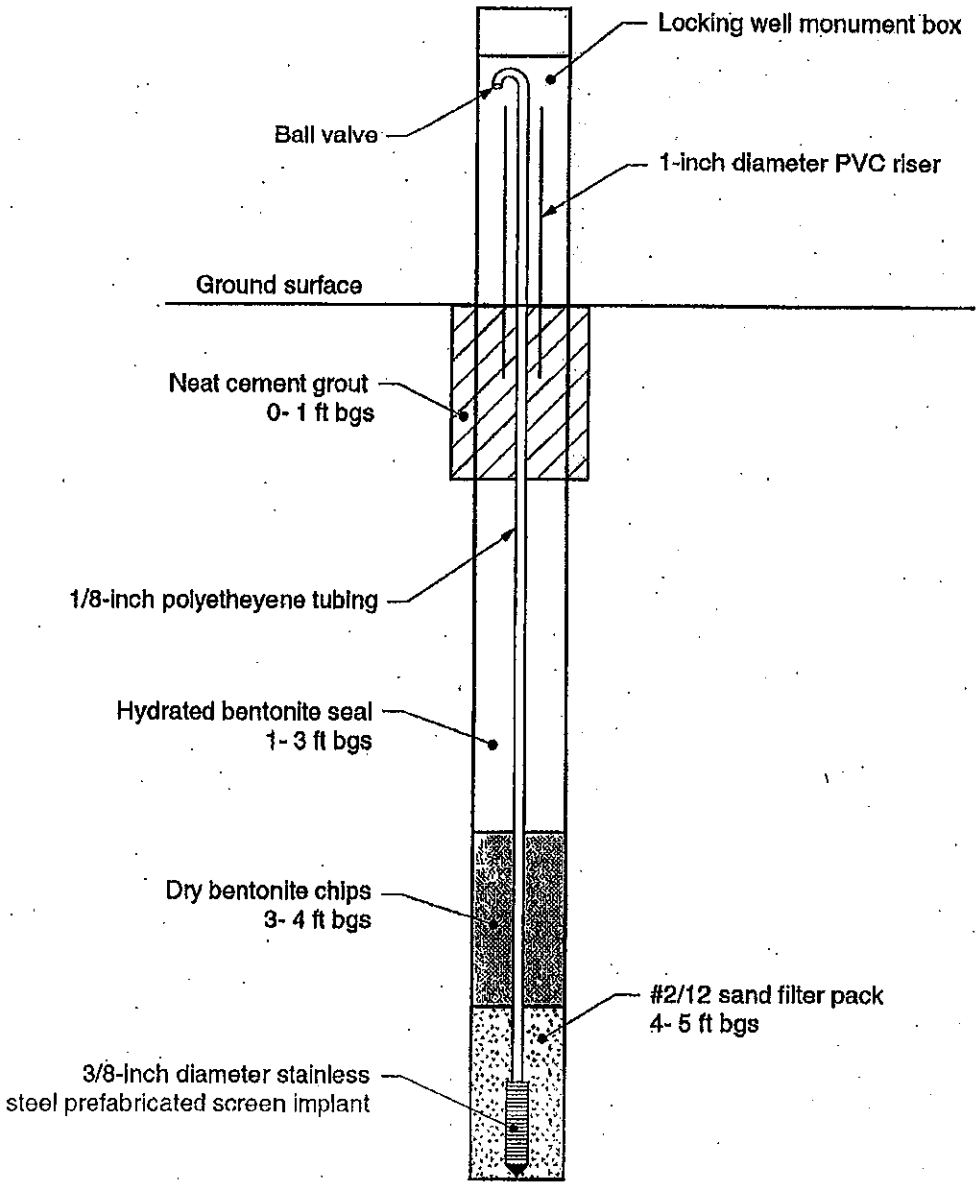
Project No.: 4176.02 | Figure: E-2

TEST ENVIRONMENTAL WELL REV1 417602-2006.GPJ T&R.GDT 9/20/06



Not to scale

2847 PERALTA STREET
Oakland, California

SOIL GAS PROBE SP-1 AND SP-2 CONSTRUCTION DETAILS

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Date 09/20/06	Project No. 4176.02	Figure E-3

GROUNDWATER SAMPLING FORM

Project Name _____ Well No. _____

Project Number _____ Well Type ☐ Monitor ☐ Extraction ☐ Other _____

Recorded By _____ Sampled by _____ Date _____

WELL PURGING

PURGE VOLUME

Well casing diameter

☐ 2-Inch ☐ 4-Inch ☐ Other _____

Well Total Depth (TD, ft. below TOC): _____

Depth to Water (WL, ft. below TOC): _____

Depth to free phase hydrocarbons (FP, ft. below TOC): _____

Number of casing volumes to be purged

☐ 4 ☐ 10 ☐ Other _____

PURGE METHOD

☐ Bailer \ Type _____

☐ Pump \ Type _____

☐ Other _____

PUMP INTAKE

☐ Near top Depth (ft) _____

☐ Near Bottom Depth (ft) _____

☐ Other _____

PURGE VOLUME CALCULATION

_____ (Water Column Length) X _____ (Multiplier) X _____ (No. Vols) = _____ gals CALCULATED PURGE VOLUME

Total Purge Time _____ (Multiplier : 2" = 0.17, 4" = 0.66, 6" = 1.5)

Recharge Rate _____ Purge Rate _____ _____ gals ACTUAL PURGE VOLUME

GROUNDWATER PARAMETER MEASUREMENTS Meter Type _____

Time / Gallons	pH	Cond. (mmhos/cm)	Temp ☐ deg C ☐ deg F	Turbidity (NTU)	Color / Odor Remarks
/					
/					
/					
/					
/					
/					
/					
/					

Comments during well purge _____

Purge water storage/disposal ☐ Drummed onsite ☐ Other _____

WELL SAMPLING

SAMPLING METHOD Date/Time Sampled _____ / _____

Bailer - Type ☐ _____ Sample port ☐ Other ☐ _____

GROUNDWATER PARAMETER MEASUREMENTS Meter Type _____

Date / Time / % Recharge	pH	Cond. (mmhos/cm)	Temp ☐ deg C ☐ deg F	Turbidity (NTU)	Color / Odor Remarks
/ /					

SAMPLING INFORMATION

Sample No.	Container #/Volume	Analysis	Preservatives	Laboratory	Comments

QUALITY CONTROL SAMPLES

Duplicate Samples

Original Sample No.	Duplicate Sample No.

Blank Samples

Type	Sample No.
Trip	
Rinsate	
Transfer	
Other:	

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MONITORING WELL ABANDONMENT RECORD

1.0 Monitoring Well Construction Details

Well No.:_____ Easting Location: _____
Northing Location: _____
Well Permit No.:_____ TOC Elevation (ft. LLW): _____
Installation Date: _____ Surface Elevation (ft. LLW): _____
Drilling Contractor: _____ Drilling Method: _____

Depth of Boring (ft): _____ Boring Diameter (in): _____
Casing Material: _____ Casing Diameter (in): _____
Casing Length (ft): _____ Screen Interval: _____
Screen Slot Size (in): _____ Filter Pack Material: _____
Filter Pack Interval: _____ Sanitary Seal Material: _____
Sanitary Seal Interval: _____ Surface Seal Material: _____
Surface Seal Interval: _____
Conductor Casing: (Y / N) Conductor Material: _____
Conductor Length (ft): _____ Conductor Diameter (in): _____

2.0 Monitoring Well Destruction Details

Destruction Permit No.:_____ Destruction Date: _____
Depth to Groundwater (ft. below TOC): _____
Drilling Contractor: _____ Destruction Method: _____
Condition of Well: _____
_____

2.1 Over-drill Method

Depth of Boring (ft): _____ Boring Diameter (in): _____
Seal Material: _____ Seal Interval: _____
Casing Removed Intact: (Y / N) Casing Removed Intact: (Y / N)

2.2 Pressure Grout Method

Depth of Boring (ft): _____ Grout Material: _____
Grout Volume (gals.): _____ Sustained Grout Pressure (psi): _____
Duration of Sustained Grout Pressure (mins.): _____

2.3 Other: _____
_____
_____
_____

MONITORING WELL DEVELOPMENT FORM

Project Number: _____
Project Name: _____
Well ID: _____
Date: _____
Developed by: _____

Depth to Water: _____
Total Depth of Well: _____
Well Diameter: _____
Total Volume Removed: _____
Method of Developing: _____

Minimum volume to be removed: V = (Total Depth of Well – Depth to Water) * (Volume gal/ft) * (# of Casing Volumes)

V = (_____ ft – _____ ft) * (_____ gal/ft) * (_____)

V = _____ gal

Well Diameter (in)	0.52"	1.0"	2.0"	3.0"	4.0"	5.0"	6.0"
Volume (gal/ft)	0.0157	0.0409	0.1636	0.3682	0.6545	1.0227	1.4726

WELL PURGING INFORMATION

TIME	CUMULATIVE VOL REMOVED	TEMP (°C)	D.O. ( )	pH (units)	O.R.P. ( )	COND ( )	REMARKS (color, turbidity, sediment)

Remarks:

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APPENDIX B
Vapor Management System

Treadwell&Rollo

21 November 2006
Project No. 4176.02

Ms. Janet Naito
Senior Hazardous Substances Scientist
Department of Toxic Substances Control
700 Heintz Avenue, Suite 200
Berkeley, California 94710

Subject: Vapor Management System Design
2847 Peralta Street
Oakland, California

Dear Ms. Naito:

On behalf of Peralta Street, LLC, Treadwell & Rollo, Inc. has prepared a vapor management system (VMS) design to mitigate possible benzene and methane soil gas migration into the residential building proposed for the southern portion of the development at 2847 Peralta Street in Oakland, California (Site). The Site parcels containing the VMS are illustrated on Figure B-1.

Based on recent soil gas monitoring data, a VMS may be necessary for the southern portions of Buildings C and D that front Peralta Street. The limits of the VMS, as illustrated on attached Sheet VMS1.01, was evaluated based on recent soil gas data collected from SP-1 and SP-2, which periodically contained benzene and methane concentrations above applicable thresholds, and soil gas data from SS-9, which contained soil gas data below applicable thresholds. The VMS design was prepared in general accordance with the Department of Toxic Substances Control (DTSC) Interim Final Guidance For The Evaluation and Mitigation of Subsurface Vapor Intrusion To Indoor Air, dated 7 February 2005. The purpose of this letter is to provide a description of the VMS. A set of engineering drawings (reduced size) is attached.

VAPOR MANAGEMENT SYSTEM

The VMS consists of a continuous sheet membrane (vapor barrier) installed beneath the building slab, combined with a horizontal collection and venting system installed below the vapor barrier to allow any soil vapors that collect beneath the slab to migrate and vent to atmosphere outside the building. This system will include sealing of below-grade utilities entering from outside the building and any conduits penetrating the structural building slab.

Vapor Barrier

Typical transverse and longitudinal sections showing the vapor barrier beneath the structural slab are shown in details 1A and 1B on Sheet VMS2.01. As shown in Sheet VMS1.01, the foundation will consist of spread footings and floor slab system. It is anticipated that the footings and floor slab will be poured at the same time. Therefore, the vapor barriers and protection fabrics will be first placed on the sand layer and wrapped down around the footing excavation as shown on details 5 and 6 on sheet VMS 2.02. Alternatively, the footings will be

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Telephone (415) 955-9040 Facsimile (415) 955-9041

poured before the slab. After these foundation members have been constructed, a protection fabric will be placed on the sand or gravel collection layer and overlap three inches onto the foundation units. An ASTM E1745 Class A sheet membrane will then be applied on to the protection fabric. The membrane will then be covered by a protection course layer (fabric), so that the membrane is not damaged during the laying of the reinforcing steel for the slab.

Proper sealing of all slab penetrations is also essential to maintaining the integrity of the vapor barrier. A typical detail showing a penetration through the slab is shown in detail 2 on Sheet VMS 2.01.

Passive Soil Gas Collection and Venting System

A passive horizontal soil gas collection and venting system will be installed beneath the vapor barrier discussed above to collect benzene and methane beneath the building slab and vent it to atmosphere outside the building. The precise location of the collection and venting system is dependent on the foundation design and below-grade utility line locations, and has required close coordination with other members of the design team, particularly the structural engineers and architect. The collection system is shown in plan view on Sheet VMS 1.01. The system will include an interconnected network of 1-inch-thick by 12-inch-wide, three-dimensional vent core wrapped in filter fabric manufactured by Liquid Boot, known as GeoVent®. The GeoVent® will be installed within the upper part of a 3-inch-thick continuous layer of sand or gravel directly beneath vapor barrier. Venting system details are shown in details 1A, 1B and 3 of Sheet VMS 2.01.

The GeoVent® network will be connected to two vertical riser pipes that will trend vertically through a utility corridor to the roof level, where they will be capped with a ventury cap will facilitate convection up the riser pipe and vacuum on the GeoVent® network to facilitate collection and venting of the vapors. Riser system details are shown in detail 4 of Sheet VMS 2.01.

EXTERIOR INLET VENTS

The purpose of the exterior inlet vents, shown in plan view on Sheet VMS1.01 and detail 6 of Sheet VMS2.02, is to facilitate convective airflow up the vertical riser pipe of the soil gas collection and venting system by allowing fresh air to flow beneath the building slab. The precise location of the exterior inlet vents and the details of how they will be incorporated into the exterior walls will require close coordination with other members of the design team, particularly the structural engineer and architect. The inlet vents will trend from the sub-slab area and terminate above ground, hidden in landscaping around the perimeter of the building or flush with the building exterior and covered with an escutcheon plate.

POST CONSTRUCTION OPERATION AND MAINTANANCE

Within 45 days of completing installation of the VMS, an implementation report and as-built drawings will be prepared and submitted to the DTSC. The VMS is designed to be installed beneath the building slab and continuously operate without active mechanical components. Operation and maintenance of the VMS will include quarterly observation of the perimeter inlet vents to confirm they are not plugged with debris. These quarterly observations will be maintained as a written record and stored at the Site's Home Owner's Association office for inspection by the DTSC as needed. An annual report of the quarterly observations will be submitted to the DTSC with 30 days of the end of the calendar year.

If the building slab is cut and the vapor barrier breached during future building improvement or repairs, the vapor barrier shall be repaired according to details presented in Figure B-2 attached. If implemented, the repair should be documented in a written letter report including a site plan illustrating the location of the repair. A copy of the repair report will be maintained at the Home Owner's Association office for inspection by the DTSC as needed. Additionally, the repair report will be included in the annual report discussed above.

We appreciate your timely review of this design and look forward to receiving your approval. If you have any questions regarding this letter, please feel free to contact us at (415) 955-9040.

Sincerely,
TREADWELL & ROLLO, INC.

REGISTERED PROFESSIONAL ENGINEER SIGRIDA REINIS NO. C69777 Exp. 6/30/08 CIVIL STATE OF CALIFORNIA

Sigrida Reinis, Ph.D., P.E.
Senior Engineer

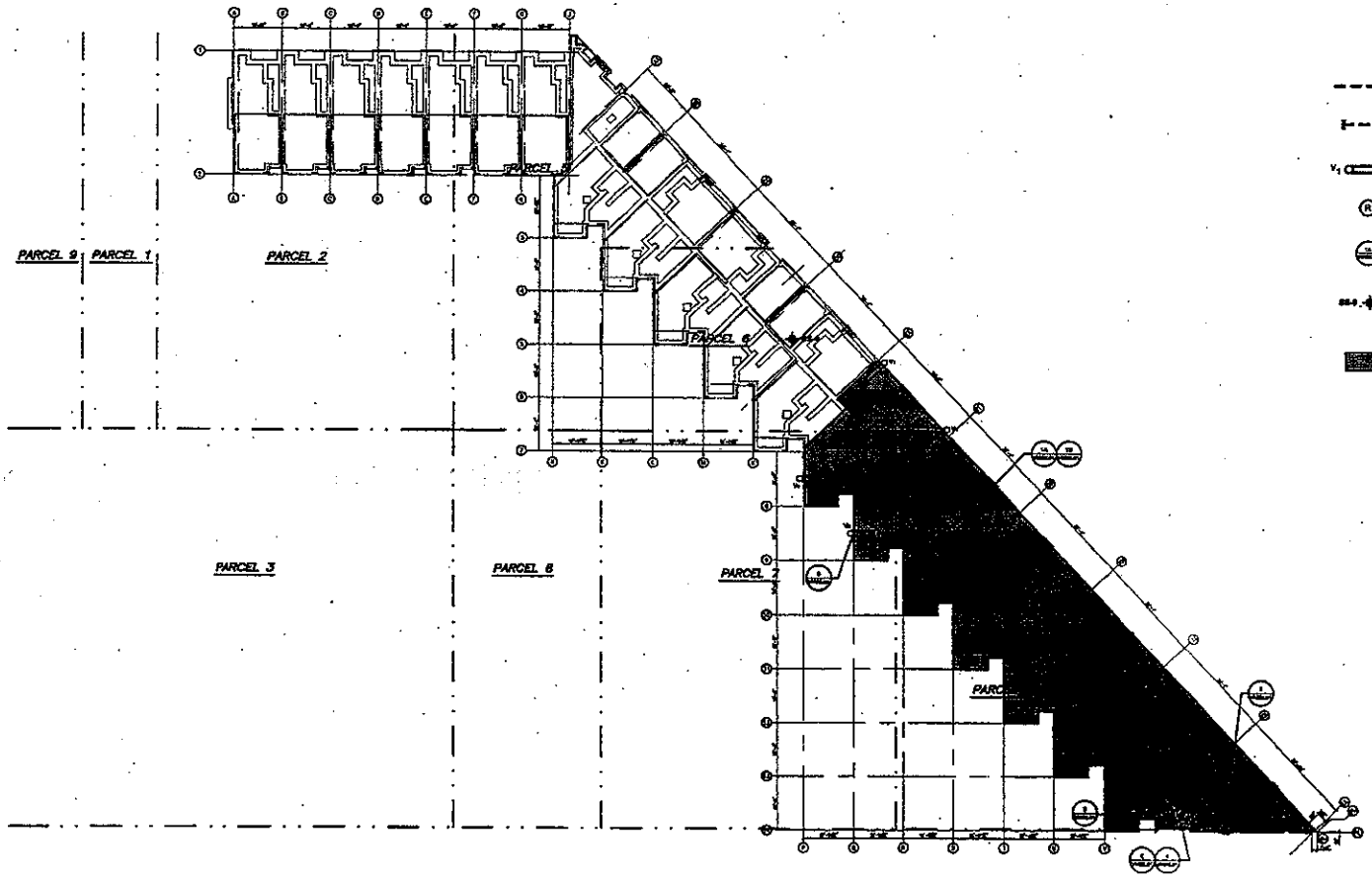
REGISTERED GEOLOGIST JEFFREY F. LUDLOW No. 6389 Exp 6/30/08 STATE OF CALIFORNIA

Jeffrey F. Ludlow, P.G
Senior Project Manager

41760216.JFL

Attachments: Figure B-1
Figure B-2
Sheet VMS1.01 – Vapor Management System Plan
Sheet VMS2.01 – Vapor Management System Plan
Sheet VMS2.02 – Vapor Management System Plan

cc: Marc Babsin – Peralta Street LLC



LEGEND:

- LIQUID BOOT GEOVENT
- END CAP
- PERIMETER GRADE INLET BEAM VENT
- RISER LOCATION
- SEE DETAIL 1A, SHEET VMS2.01
- SOIL GAS SAMPLING LOCATION
- EXTENT OF BUILDNG TO RECEIVE VAPOR BARRIOR MEMBRANE

0 0 Feet
Approximate scale

1 VAPOR MITIGATION SYSTEM PLAN – BUILDING 2 SOUTH

2847 PERALTA STREET
Oakland, California

SITE PLAN

Date 11/17/06	Project No. 4176.02	Figure B-1

Treadwell&Rollo

Reference: Base maps "Building 2, Foundation Plan, South, Figures S2.5 & S2.6.dwg" from Peralta Housing, received electronically on 09/25/06.

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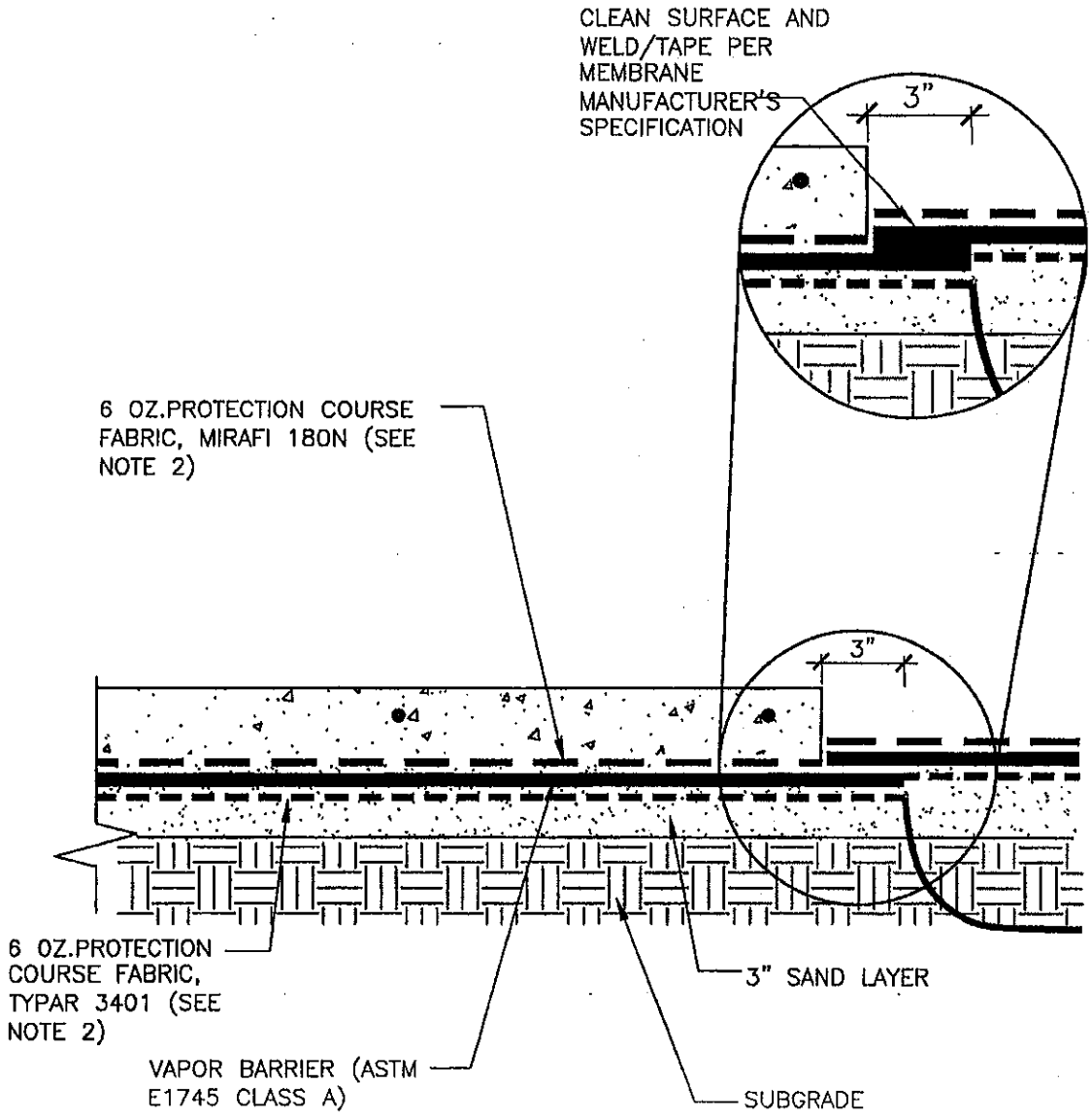

NOT TO SCALE

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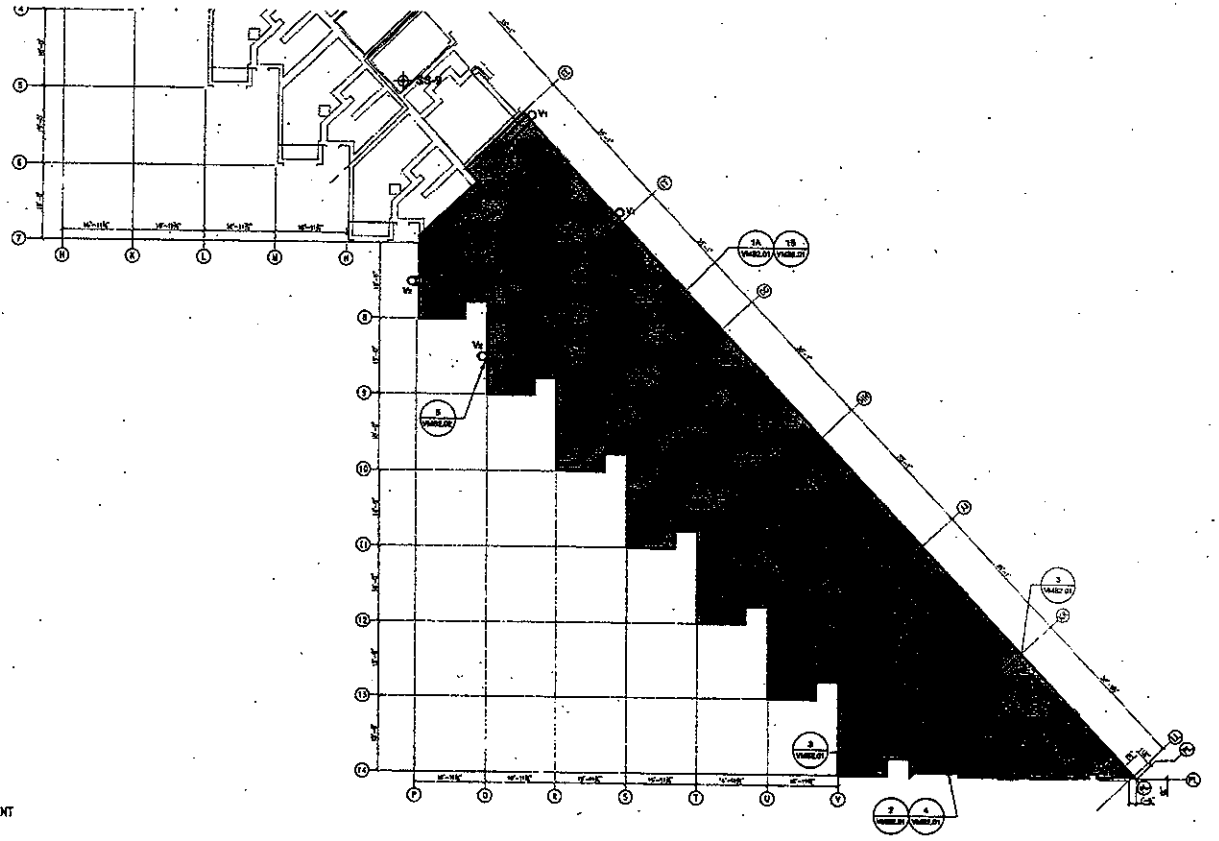
2847 PERALTA STREET
Oakland, California

VAPOR MANAGEMENT SYSTEM
MEMBRANE REPAIR DETAIL

Treadwell&Rollo

Date 11/17/06	Project No. 4176.02	Figure B-2



LEGEND:

- LIQUID BOOT GEOVENT
- END CAP
- V_1 PERIMETER GRADE INLET BEAM VENT
- R RISER LOCATION
- 1A / VMS2.01 SEE DETAIL 1A, SHEET VMS2.01
- SP-1 SOIL GAS SAMPLING LOCATION
- EXTENT OF BUILDING TO RECEIVE VAPOR BARRIER MEMBRANE

1 VAPOR MITIGATION SYSTEM PLAN – BUILDING 2 SOUTH

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Peralta Street
2847 Peralta Street
Oakland, California
For Peralta Street, LLC

November 2006
41178.02
VMS1.01

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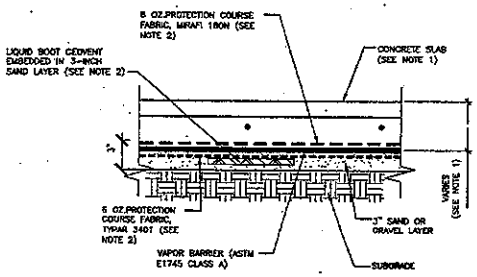
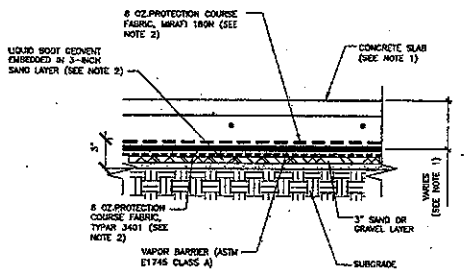


1A TYPICAL SECTION (CROSS-SECTION)
NOT TO SCALE



1B TYPICAL SECTION (LONGITUDINAL)
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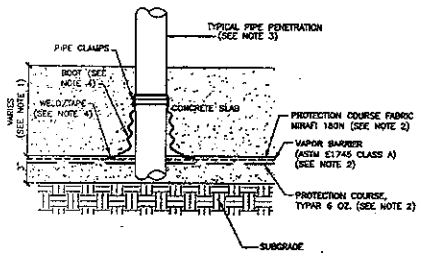
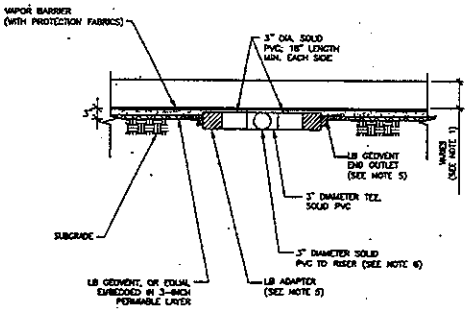
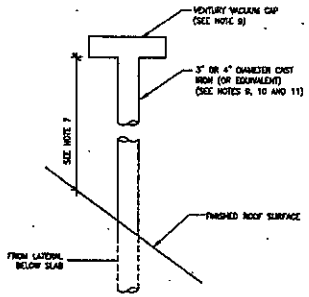


2 TYPICAL SEALING OF ALL PENETRATIONS THROUGH CONCRETE SLAB
NOT TO SCALE



3 TRANSITION FROM GEOVENT TO PVC LATERAL
NOT TO SCALE



4 RISER THROUGH BUILDING INTERIOR PIPE CHASE
NOT TO SCALE

NOTES:

1. ALL LOCATIONS AND DIMENSIONS OF BUILDING SLABS, FOOTINGS, AND GRADE BEAMS TO BE CONFIRMED WITH STRUCTURAL DETAILS.
2. THE VAPOR BARRIER AND GEOVENT (OR EQUAL) SHALL BE INSTALLED AND JOINTS SEALED ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND QA/QC REQUIREMENTS BY A MANUFACTURER APPROVED APPLICATOR. PROTECTION COURSE LAYER AND CARRIER FABRIC SHALL BE AS SPECIFIED.
3. SLAB PENETRATION SHALL NOT BE IN CONTACT WITH ADJACENT PENETRATIONS OR OTHER OBJECTS TO ALLOW PROPER SEALING AROUND ENTIRE PENETRATION CIRCUMFERENCE.
4. ALL PENETRATIONS SHALL BE CLEANED AND SEALED PER BOOT MANUFACTURER'S SPECIFICATIONS.
5. GEOVENT END OUTLET AND ADAPTER OR OTHER SEALANT SHALL BE LIQUID BOOT BRAND, AND DUCT TAPE SHALL BE USED TO SEAL LB GEOVENT AND LB GEOVENT END OUTLET CONNECTION, WHERE APPLICABLE.
6. CONNECTION OF HORIZONTAL PIPES TO VERTICAL RISER LOCATION CAN BE FITTED IN FIELD TO ACCOMMODATE STRUCTURAL STEEL AND OTHER UTILITIES.
7. THE VERTICAL RISER PIPE TO THE ROOF LEVEL SHALL BE 3 OR 4 INCH DIAMETER CAST IRON PIPE OR APPROVED EQUAL. THE RISER SHALL BE FULLY SUPPORTED THROUGH THE ENTIRE HEIGHT OF THE BUILDING, SUCH THAT NO DOWNWARD FORCE (DUE TO WEIGHT OF RISER) IS EXERTED ON THE PVC ASSEMBLY LOCATED BENEATH THE SLAB. THE RISER SHALL EXTEND TO AN ELEVATION OF 2 FEET MINIMUM ABOVE THE ROOF LEVEL AND BE LOCATED A MINIMUM OF 15 FEET AWAY FROM WINDOWS, DOORS, OR FRESH AIR INTAKES FOR BUILDING'S HVAC SYSTEM.
8. THE VERTICAL RISER PIPE SHALL BE SUPPORTED AT THE PIPE CHASE WALLS AND LABELED AS "CONTAINS VAPORS; DO NOT BREAK OR CUT".
9. CAP SHALL BE A 3" OR 4" DIAMETER STAINLESS STEEL VENTURI-STYLE VACUUM CAP (SPEC TO BE PROVIDED PRIOR TO CONSTRUCTION).
10. VENT CAP TO BE COORDINATED WITH ARCHITECT. VENT CAP SHALL BE FABRICATED OF METAL AND INCLUDE A MESH DEBRIS SCREEN AND RAIN DEFLECTORS.
11. WHERE THE EXTERIOR VENT TERMINATES BENEATH THE SLAB, THE VENT PIPE SHALL EXTEND 6-INCH BEYOND THE FOUNDATION AND BE TERMINATED IN A 12-INCH (WIDTH) BY 12-INCH (LENGTH) PIT OF SUFFICIENT DEPTH TO MATCH THE BOTTOM OF THE PROTRUDING VENT PIPE. THE PIPE SHALL BE FITTED WITH A MESH SCREEN TO PREVENT SAND OR GRAVEL FROM ENTERING THE PIPE AND THE PIT BACK-FILLED WITH GRAVEL TO SUBGRADE LEVEL. THE 3-INCH SAND OR GRAVEL LAYER SHALL EXTEND ACROSS THESE GRAVEL PITS.

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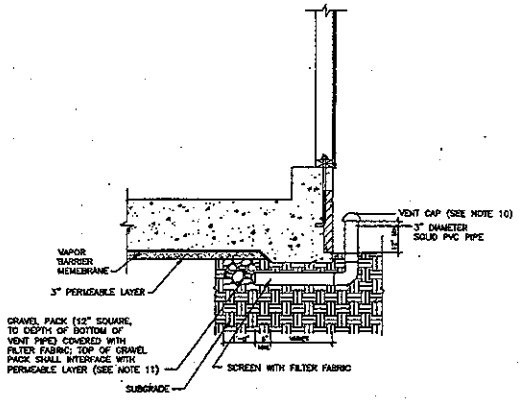
NO	DESCRIPTION	DATE
	PERMITTING	11/20/06

Treadwell&Rollo
Environmental Consultants/Geotechnical Engineers
San Francisco, CA
415.955.9000

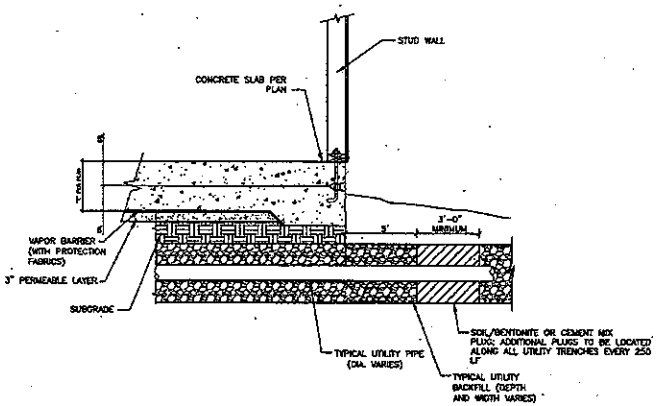
Parcels Street
1847 Parcels Street
Oakland, California
For Parcels Street, LLC

16 November 2006
4178.02 Details.dwg
Author
Checked
4178.02

VMS2.01



5 **PERIMETER VENT @ EXTERIOR WALL**
NOT TO SCALE



6 **TYPICAL UTILITY TRENCH CUTOFF @ SLAB PERIMETER**
NOT TO SCALE

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Oakland, California
for Peralta Street, LLC

VMS2.02

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