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PHASE I ENVIRONMENTAL
SITE ASSESSMENT
JORDAN RANCH
4233 FALLON ROAD
ALAMEDA COUNTY, CALIFORNIA

FOR SHEA HOMES September 14, 2000 September 14, 2000 Job No. 2275.900

Ms Kerri Watt Shea Homes 2155 Las Positas, Suite T Livermore, California 94550

Subject:

Phase I Environmental Site Assessment

Jordan Ranch 4233 Fallon Road

Alameda County, California

Dear Ms Watt:



Berlogar Geotechnical Consultants (BGC) is pleased to present this Phase I Environmental Site Assessment for the Jordan Ranch property located in an unincorporated portion of Alameda County, California. The property is located on the east side of Fallon Road about 1 mile north of U.S. Interstate 580 near Dublin, California.

SCOPE

The purpose of this assessment is to provide information on the current environmental condition of the property and on environmental incidents within approximately ½-mile of the property for a potential transfer of real estate ownership. We understand that the property is proposed to be developed as single family residences, although the final density, configuration, and grading are not yet established. To accomplish this environmental assessment we, conducted the following scope of services:

- Examined historic stereo-paired aerial photographs of the property to evaluate past land use,
- Conducted an environmental reconnaissance of the property observing the presence or absence of underground storage tanks (USTs), electrical transformers, and use or storage of hazardous materials,
- Reviewed publicly available lists and documents of environmental incidents within ½-mile of the site to evaluate environmental regulatory history, and
- Prepared this report presenting our findings regarding environmental conditions.

We attempted to obtain a fifty-year chain-of-title report of the property but our subconsultant was only able to establish an 18 year chain-of-title as included in Appendix A. The location of the project site in relation to topography, cultural features, and landmarks is depicted on the Vicinity Map, Plate 1. This phase of our assessment did not include collecting or analyzing samples for hazardous substances.





SITE DESCRIPTION

The Jordan Ranch property consists of a roughly square, approximately 200-acre parcel extending from Fallon Road on the west to about 3,000 feet east. The property is located about ½-mile north of the El Charro Road intersection with U.S. Interstate 580.

The property is predominantly grazing land with a ranch house, barns and equipment sheds located in the southwest portion of the property. The property rises from a nearly flat area along the south property line across gently sloping hills that rise toward the north. Three large drainage channels transect the property from the north property line and coalesce east and southeast of the ranch house. The three large drainages are fed by smaller channels which dissect the surrounding hills. Property elevation ranges from about 380 feet in the southwest corner to about 560 feet along the north property line.

50-YEAR CHAIN OF TITLE

A 50-year chain of title search (Appendix A) was attempted to verify the historic ownership of the subject property (APN 985-6-9 and 985-6-10). However, the record of title is incomplete and the first recorded deed for the property is dated April 29, 1982. Mr. Randy Wallace of Los Angels Title Services, Inc. stated in a telephone conversation on September 11, 2000 that Ms. Lowell A. Jordan was the owner of record back as far as 1959 but no recorded deeds seem to exist prior to the April 29, 1982 deed.

According to the recorded deeds, Mr. Lowell A. Jordan deeded the property on April 29, 1982 to Hanabul F. Jordan and Orietta Molineux ("Trustees") in trust for Lowell A. Jordan (Trust Agreement dated August 1, 1978). Mr. Hanabul F. Jordan and Ms. Orietta Molineux as trustees of the Lowell Jordan Trust deeded the property on November 13, 1986 to Louie J. Pappas and Voula L Pappas. On November 4, 1998 Mr. Hanabul F. Jordan, C. B. Maisal and Deloras Jordan, co-trustees for the benefit of Lowell A. Jordan deeded the property to the First American Title Guaranty Company under holding agreement number 592930.

PREVIOUS WORK

Berlogar Geotechnical Consultants conducted a field investigation in 1998 to evaluate the possible presence of a large landslide east of the ranch headquarters area. The investigation concluded that there was no evidence of previous landsliding in that area. A report dated July 30, 1998 by Berlogar Geotechnical Consultants (Job number: 2275.100) summarizes the results of that investigation. No reports were found during this environmental assessment that address environmental conditions at the project site.

GEOLOGIC SETTING

The site is situated in the Coast Range Geomorphic Province of California which is seismically dominated by the presence of the active San Andreas Fault system. The San Andreas Fault system is the general boundary between the northward moving Pacific Plate and the southward moving North American Plate. In the San Francisco Bay Area, relative plate movement is distributed across a complex system of generally strike-slip, right lateral parallel and sub-parallel faults, which include the San Andreas, Calaveras, and Greenville faults, among others.

The project site is located along the north margin of the Amador and Livermore Valleys. These valleys form a generally east-west trending structural basin within the Diablo Range of the Coast Range Province which is made up of a series of predominantly northwest-southeast trending valleys and ridges. The Amador and Livermore Valleys are bounded on the west by the Calaveras Fault, on the east by the Greenville Fault, and along part of the southern boundary by the Los Positas Fault. The valleys are a structural low filled with young (late Tertiary and Quaternary age, less than 25 million years old) sedimentary deposits derived from the surrounding hills (Springer, 1984).

The project site is underlain by the Quaternary age Tassajara Formation as mapped by Dibblee (1980) and Crane (1988). This formation consists of light greenish-gray clay with minor thin lenses of sand, pebble gravel, and a few local marl (calcareous clay) beds. South of the property, the Tassajara Formation is truncated against the younger alluvial deposits.

INVESTIGATION

AERIAL PHOTOGRAPHIC REVIEW

The following aerial photographs dating from 1957 were reviewed to identify historical uses of the project site and vicinity:

Flight	Line	Frame	Scale	Date	
AV 6100	128	35	1:12,000	06/29/1999	
AV 5200	30	39	1:12,000	07/03/1996	
AV 4625	29	36	1:12,000	06/2/1994	
AV 3845	27	40	1:12,000	07/23/1990	
AV 3368	26	38	1:12,000	08/18/1988	
AV 2862	4	17	1:12,000	04/20/1986	
AV 2131	5	16	1:12,000	04/27/1982	
AV 1860	4	17	1:12,000	04/30/1980	

Flight	Line	Frame	Scale	Date
AV 1250	5	14	1:12,000	05/26/1976
AV 994	2	16	1:12,000	04/12/1971
AV 329	2	18	1:9,600	05/29/1959
AV 253	27	41	1:12,000	05/4/1957

The 1957 aerial photographs show that the headquarters area of the Jordan Ranch had a house and other buildings situated where the pond east of the present ranch house is now located. The older house and nearby structures were removed before 1976 and a new ranch house and the pond were constructed in that area. North of the existing ranch house in the headquarters area, two larger barns or equipment sheds (Barns #1 and #2, Site Plan) are observed in the 1957 through 1999 photographs.

An above ground, vertical water tank in the northeast portion of the ranch headquarters area is observed in the earliest photographs available, and appears on aerial photographs to the present. The 1976 aerial photograph shows Barn #1 to be expanded from its pre-1976 size. A new hay barn (Barn #3) was added between 1971 and 1976 north of the east-west trending access road north of the ranch headquarters area.

Stored materials (determined from field reconnaissance to include 55-gallon drums, metal tanks, fence posts, scrap metal and other materials) along the fence lines north and east of the ranch headquarters area appear on the 1971 and later aerial photographs. A feed barn located just south of the ranch headquarters area along the access driveway appears first on the 1980 aerial photograph.

Two sets of aerial photographs (April 27, 1982 and August 18, 1988, Plate 3) show areas containing what appear to be circular bare-earth zones. The approximately circular zones are typically 20 to 30 feet across and in the two sets of photographs are concentrated in different areas. In the April 27, 1982 photograph the circular zones are distributed along the hillside north and west of Barn #3. In the August 18, 1988 photograph the zones are in the field west of Barn #1 and along the drainage channels through the property. On both sets of photographs the circular zones do not appear on adjacent properties. Mr. Jordan, current owner and resident of the property could not identify the zones on copies of the April 27, 1982 and August 18, 1988 aerial photographs.

The review of the aerial photographs indicates that the subject property, other than the area in the vicinity of the ranch house and barns, has been primarily used for grazing land for more than 40 years.

RECORDS REVIEW

Publicly available lists and documents were reviewed to assess if environmental incidents have occurred at the project site and to identify potential environmental issues (Appendix B). These lists

and documents were also reviewed to identify sites within approximately ½ mile of the assessed property where environmental investigations have been undertaken, and where hazardous materials may be generated, used, or stored.

The following publicly available lists were examined for information of hazardous material presence or incidents within approximately ½ mile of the project site:

- EPA Superfund Sires (CERLIS)
- EPA National Priority Lists (NPL)
- EPA Federal Superfund Liens (LIENS)
- California Waste Management Board Solid Waste Information System List (SWIS)
- EPA Hazardous Waste Generators (RCRA)
- State of California Water Resources Control Board Underground Leaking Tanks (LUST)
- California Waste Management Board Hazardous Waste Substance Site (CORTESE)
- California EPA Site (CAL-Site)
- Hazardous Material Data Management Waste Discharge System (NPDES Permits)
- EPA Superfund Amendments and Reorganization Act (SARA)
- State of California Water Resources Control Board Waste Management Unit Discharge Systems (WMUDS)
- Underground Storage Tanks List (UST)
- EPA Emergency Response Notification (ERNS)

None of the lists presented above give indications of occurrence of materials of concern on the subject property or within ½ mile of the property.

SITE RECONNAISSANCE

A site reconnaissance was performed on August 7, 2000 to evaluate possible present use, handling, generation, and storage of hazardous materials and wastes; to examine the property for unusual surface colorations, odors, and physical irregularities; and to examine the property for underground or aboveground storage tanks and electrical transformers. The site reconnaissance was conducted in the presence of Mr. Anthony Varni, attorney for the property owner, and Ms Kerri Watt, representative of Shea Homes. Mr. Varni was interviewed about the presence of UST's, aboveground storage tanks and other possible sources of hazardous materials on site.

Permanent structures on the property consist of two wooden barns and smaller farm buildings built before 1957 and a ranch house and additional small farm buildings built before 1976. A drilled well, which appeared functional, is located about 300 feet northeast of the ranch house. Electrical power lines extend from a power pole on Fallon Road west of the ranch house to a pole near Barn #1. The power pole on the ranch property has a transformer which has burn marks or stains near the pole. The transformer's label, indicating the transformer's age, and which can be used to verify the presence or absence of PCBs, was not present.

An above-ground propane tank is located north of the ranch house adjacent to the asphalt parking area. A second above-ground propane tank is located west of and adjacent to the ranch manager's residence attached to Barn #1. Although both residences on site have septic systems, no surface evidence was observed that would indicate locations of septic tanks or leach fields.

Barn #1 apparently was expanded after 1971 (as indicated on aerial photographs) to include a living quarters for the ranch manager. At the time of our site visit, Barn #1 housed several pieces of farm machinery including two tractors, and a bulldozer. Soil beneath the older (Huber) tractor is discolored, apparently from oil or fuel which has leaked from the tractor. Several 1-, 5-, and 55-gallon storage containers with paint, fuel, grease, or oil were noted in Barn #1. No noticeable spills were observed in the areas of the containers.

About 30 feet south of the living quarters attached to Barn #1, an approximate 10-foot by 25-foot area of asphalt has been removed. Mr. Varni stated that an underground fuel storage tank with its dispenser was removed from that area about five years ago. Mr. Varni also stated that to his knowledge no report describing the tank's condition or soil and water sampling was prepared. No available public records were found that would indicate that the UST at this site was permitted and no records were found concerning its removal or disposition. The condition of soil and ground water and possible presence of fuel hydrocarbons in the vicinity of the removed underground storage tank is not known to us.

In the southwest corner of the shed-roof area of Barn #2, there are five unlabeled fifty-five gallon drums on wooden pallets. According to Mr. Varni, the drums contain diesel fuel for the ranch equipment. The drums have no secondary containment and gravel and soil near the drums are discolored and have a hydrocarbon odor. A 5-gallon can of Endonal weed killer and a 1-gallon glass jar of unknown liquid were present near the fuel drums. Other ground areas in the shed-roof portion of Barn #2 were discolored and the soil emitted hydrocarbon odor. Other than the shed-roof area along the west side of Barn #2, no other evidence of hazardous materials was observed in that barn.

East of Barn #2 and north of the pond near the ranch house there is a shallow, dry pond. No soil discoloration or other evidence of possible contamination was noted in or around the dry-pond area. The ranch's water well is located about 40 feet north of the dry pond. The well is equipped with an approximately 200-gallon above-ground, vertical water tank.

North of Barn #2 and north and adjacent to the fence that separates the ranch headquarters area from the pastures and south of Barn #3 are piles of stored materials. The materials include a 55-gallon drum apparently containing waste oil with spillage and surrounded by stained soil, several apparently empty 55-gallon drums, two apparently empty approximately 200-gallon above-ground metal storage tanks, and piles of metal, wood, and other materials. Barn #3 contained only bales of hay at the time of our site visit.

East of the dry pond there are additional stored materials. Materials in this area include an unlabeled 55-gallon drum full of an unknown liquid, several 55-gallon drums, some with small amounts of

unknown liquids. Other materials in this area include metal plates, and piles of wood, broken concrete, asphalt, and brick.

The pasture area of the property was toured by car. A stock pond is located about 450 feet east of the ranch house. Just south of the pond levee there is an approximately 1-cubic-yard pile of broken asphalt. About 600 feet south of the stock pond, in the main drainage channel through the property, there is an empty 55-gallon drum laying on its side with rusted-through holes.

A corrugated pipe approximately 18-inches in diameter leads from Fallon Road down to the stream channel which drains along the west side of the property. The drain pipe discharges to the stream channel about 10 feet south of the Jordan Ranch property.

No other evidence of hazardous materials was noted on the rest of the property outside of the ranch headquarters area.

CONCLUSIONS AND RECOMMENDATIONS

Aerial photographic review suggests that the project site (outside of the ranch house and barn area in the southwest portion of the property) has been used primarily for grazing land for more than the past 40 years. However, because the property has been used for ranching, several areas of hazardous-material storage exist on site.

We recommend that drums, tanks, and other storage containers be removed from the site for proper disposal. If the drums or tanks contain liquids which cannot be identified by the property owner or other sources of information, the material in the drums should be sampled and analyzed for the presence of hazardous materials in accordance with local and state regulations prior to removal. Drums presently on site that store hydrocarbon product and waste are not double contained and do not appear to be in compliance with current local and state requirements.

Potential soil or ground-water contamination at the project site include:

- Area in the vicinity of the removed UST about 30 feet south of the ranch manager's quarters,
- Beneath the tractors and in the vicinity of storage cans and drums in Barn #1,
- Surrounding the five 55-gallon diesel storage drums, and beneath the shed-roof area of Barn #2,
- In the vicinity of 55-gallon storage drums north and east of Barn #2,
- In the stream channel approximately 600 feet south of the stock pond where a 55-gallon rusted drum is overturned, and

• In the vicinity of the circular zones observed on aerial photographs.

We recommend that a limited Phase II Environmental Assessment be conducted at the project site to sample soil and/or ground water at selected locations to evaluate the possible presence and extent of contaminants. The Limited Phase II assessment should include sampling the following areas:

- In native soil beneath the removed diesel UST,
- In the vicinity of the diesel storage drums, weed killer, and other storage containers in Barn #2,
- Adjacent to the overturned and rusted drum in the stream channel south of the stock pond,
 and
- In the circular zones observed in aerial photographs.

Other areas should be sampled and tested after their respective sources have been removed. These areas include:

- In Barn #1, in the vicinity of stored fuel containers and beneath farm equipment, and
- At 55-gallon drums containing unknown liquids north and east of Barn #2.

During the removal of hazardous material sources at the project site, a Berlogar Geotechnical Consultants representative should be present to observe the removal and conditions exposed during removal. After the removal from the site of these sources and any excavation to remove contaminated soil, additional soil sampling and laboratory testing should be conducted to confirm that contaminated material has been removed.

The Limited Phase II assessment should include drilling soil borings through the backfill of the removed UST. A soil boring should be advanced near each end of the tank hole into native soil below the inferred depth of the removed fuel storage tank and soil samples collected. If ground water is encountered, grab ground-water samples also should be collected for analyses. The samples collected beneath the removed UST should be tested in a state certified laboratory for total petroleum hydrocarbons as diesel (TPHd).

A third soil boring should be advanced near the 55-gallon-diesel-storage drums in Barn #2 and the collected samples tested for TPHd and organochlorides. Near surface soil samples should be collected in the vicinity of the weed killer in Barn #2 and near the drum in the stream channel south of the stock pond. These near-surface soil samples should be tested for TPHd and for the presence of organochloride compounds.

Based on our brief site reconnaissance, aerial photographic review, an interview with Mr. Toni Varni and review of public records of environmental incidents in the vicinity of the project site, we conclude that there do not appear to be hazardous materials present on the site outside of the areas recommended for a Phase II investigation. During future sampling and development, additional sources of hazardous materials may be encountered. If such materials are found or suspected, we should be notified to observe and test those materials.

LIMITATIONS

This report was prepared in accordance with standards of environmental practice generally accepted in California at the time this investigation was performed. Work was conducted solely for the purpose of evaluating environmental conditions with respect to the likelihood of hazardous or potentially hazardous chemical materials occurring on or in the vicinity of the subject property.

This assessment is based on a site reconnaissance, review of available public documents related to hazardous materials storage, and an interview with Mr. Toni Varni, attorney for the property owner. Accuracy or completeness of public records, interviews, and information provided in reports by others including the "50-year-chain-of-title" are not implied and information from these sources was not verified.

Frank Berlogar

Respectfully submitted,

BERLOGAR GEOTECHNICAL CONSULTANTS

Michael Clark Principal Geologist

REA II #20140, Exp. 8/15/01

MNC/FB:mnc/pv

Attachments:

References

Plate 1 - Vicinity Map

Plate 2 - Site Plan

Plate 3 - Aerial Photographs

Appendix A - Property Chain of Title

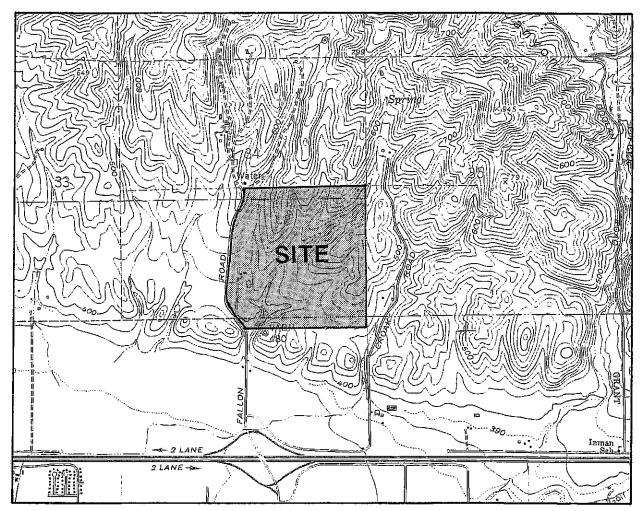
Appendix B - Enviro Scan Records Review

Copies: Addressee (6)

wp9/report/9639

REFERENCES CITED

- Dibblee, T.W., 1980, "Preliminary Geologic Map of the Livermore Quadrangle, Alameda and Contra Costa Counties, California," Open-File Report 80-533B.
- Springer, J.E., 1984, Structural development of the Livermore Basin, California: Lawrence Livermore National Laboratory UCRL-91A31.



SCALE: 1"= 2000'

VICINITY MAP

JORDAN RANCH

4233 FALLON ROAD ALAMEDA COUNTY, CALIFORNIA FOR SHEA HOMES





AERIAL PHOTOGRAPH AV 3368-27-39 **FLIGHTDATE** 8-18-88

AERIAL PHOTOGRAPH AV 2131-05-17

> **FLIGHTDATE** 4-27-82

Appendix A

LOS ANGELES TITLE SERVICES, INC.

20525 Nordhoff St. Chatsworth, CA 91311 Phone: (818) 773-7350 Fax: (818) 773-9710

PROPERTY CHAIN OF TITLE

Page 1 of 2

COUNTY: Alameda Calif.

ASSESSORS PARCEL NO: 985-6-9 and 985-6-10

PROPERTY ADDRESS:4233 Fallon Road

DATED: 8-28-2000

50 Year Chain

LEGAL DESCRIPTION

See Attached Deeds

DATE	TYPE OF DOCUMENT	GRANTOR	GRANTEE	LOT	DOC. NO.
4-29-82	Deed	Lowella Jordan	Orletta Molineux		61343
11-13-86	Deed	Hanabul F Jordan And Orirtta Molineux as Trustees of the Lowell Jordan Trust	Louie J Pappas and Voula L Pappas as Community Property		86-283225
11-04-98	Deed	Hanabul F Jordan, C. B. Maisal and Delores Jordan CO- Trustees for the Benefit of Lowell a Jordan UDT dated 8- 1-78 and amended 10-13-92	First america Title Guaranty Company a California Corporation, under Holding Agreement No 592930		98-388140
		NOTE CHAIN IS FROM 1959 TO DATE AND 1 ST REF 1982 TO FOLLOW THANKS			

LOS ANGELES TITLE SERVICES, INC.

20525 Nordhoff St. Chatsworth, CA 91311 Phone: (818) 773-7350 Fax: (818) 773-9710

PROPERTY CHAIN OF TITLE

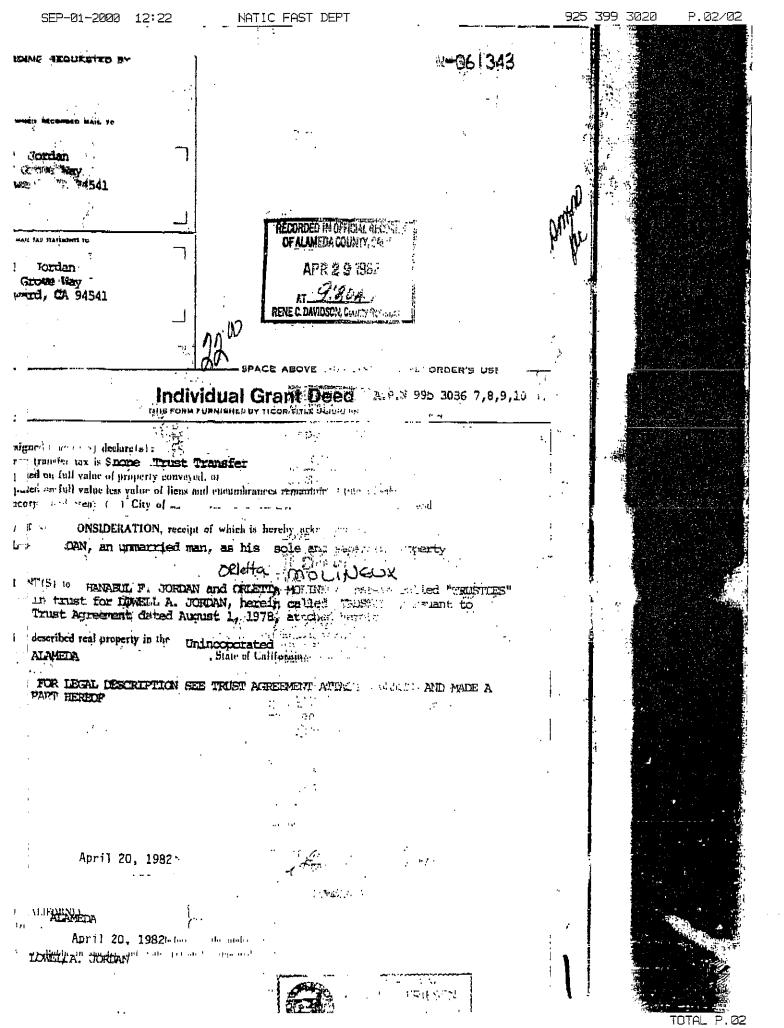
Page 2 of 2

GLOSSARY:

AFF - AFFIDAVIT DBA - DOING BUSINESS AS PTN - PORTION OF PIQ Q/C DEED - QUITCLAIM DEED TRUSTEES DEED - FORECLOSURE AKA - ALSO KNOWN AS DC - DECREE PIQ -PROPERTY IN QUESTION WATA - WHO ACQUIRED TITLE AS UND. INT. - UNDIVIDED INTEREST

END OF REPORT

CREATED BY: RANDY WALLACE (LOS ANGELES TITLE SERVICES, INC.)



- c. Apportion each full equal share set aside for the then living descendants of a deceased child of the Income Beneficiary into as many equal shares, herein called "partial shares," as there are living descendants entitled by right of representation to an interest in such deceased child's share of the Trust Estate, and set aside one partial share for the benefit of each such descendant.
- d. Each full share of the Trust Estate set aside pursuant to this section for the benefit of a then living thild of the Income Beneficiary and each partial share set aside pursuant to this section for the benefit of a then living descendant of a deceased child of the Income Beneficiary shall constitute and be held, administered, and distributed as a separate trust.

 Income for Support of Each Child.

Section 2.05. Until each of the Income Beneficiary's living children for whom a share of the Trust Estate has been set apart pursuant to Section 2.04 of this Agreement has attained the age of 21 years and until each of the descendants of a deceased child of the Income Beneficiary for whom a partial share of the Trust Estate has been set apart pursuant to Section 2.04 of this Agreement has attained the age of 21 years or has received a distribution under this Agreement because this Agreement has been terminated pursuant to Section 2.11, the Trustees shall pay to or apply for the benefit of each such child or descendant so such of the net income from such child's or descendant's share or partial share of the Trust Estate, up to the whole thereof, as the Trustees from time to time, in their discretion, deem necessary or advisable for the proper care, maintenance, support or education of such child or such descendant. The balance of the net income, if any, from such child's share of

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such descendant's partial share of the Trust Estate shall be accumulated by the Trustees and from time to time added to the principal of such child's share or such descendant's partial share of the Trust Estate.

Invasion of Principal for Children.

Section 2.06. After the death of the Income Beneficiary, and until the termination of this Agreement pursuant to Section 2.11, should any living child of the Income Beneficiary under the age of 21 years or any living descendant of a deceased child of the Income Beneficiary who is under the age of 21 years be, for any reason, in need of funds for his or her proper care, maintenance. support, or education, the Trustees may in their discretion pay to or apply for the benefit of such child or such descendant, in addition to the net income from his or her share or partial share of the Trust Estate, such amounts from the principal of such child's share or such descendant's partial share of the Trust Estate, up to the whole thereof, as the Trustees may from time to time deem necessary or advisable for the use and benefit of such child or such descendant.

Distribution of Principal to Children.

Section 2.07. On each child of the Income Beneficiary for whom a share of the Trust Estate has been set apart pursuant to Section 2.04 of this Agreement and each descendant of a deseased child of the Income Beneficiary for whom a partial share of the Trust Estate has been set apart pursuant to Section 2.04 of this Agreement attaning the age of 21 years, or at the termination of this Trust under Section \$,11, whichever event should occur first, the principal of such child's share or such descendant's partial share of the Trust Estate them in the possession of the Trustees shall go and be, by the Trustees, transferred and delivered to such child or such descendant in fee.

Death of Child Leaving Issue Surviving.

Section 2.08. Should any child of the Income Beneficiary for whom a share of the Trust Estate has been set apart pursuant to Section 2.04 of this Agreement or any descendant of a deceased child of the Income Beneficiary for whom a partial share of the Trust Estate has been set apart pursuant to Section 2.04 of this Agreement die before the time for distribution to him of his share or partial share under the terms of this Agreement, leaving issue surviving him or her, such child's share or such descendant's partial share of the Trust Estate shall go and be, by the Trustees, transferred, conveyed, and delivered on the death of such child or such descendant to his or her surviving issue by right of representation.

Death of Child or Descendant Without Issue.

Section 2.09. Should any child of the Income Beneficiary for whom a share of the Trust Estate has been set apart pursuant to Section 2.04 of this Agreement or any descendant of a deceased child of the Income Beneficiary for whom a partial share of the Trust Estate has been set apart pursuant to Section 2.04 of this Agreement die before the time for distribution to him of his share or partial share under the terms of this Agreement, leaving no issue surviving him or her, such deceased child's share or such deceased descendant's partial share of the Trust Estate then in the possession of the Trustee shall on the death of such child or such descendant go and be, by the Trustees, transferred and delivered in the same manner as if such deceased child or deceased descendant had predeceased the Income Beneficiary leaving no issue surviving him or her; provided, however, no portion of such deceased child's share or such descendant's partial share of the Trust Estate shall be added to the share of the Trust Estate set aside for any child of the Income Beneficiary who has previously died without issue or to the partial share of the Trust

ite set aside for any descendant of a deceased child of the Income Benefici-

Section 2.10. Upon the death of the Life Beneficiary leaving neither lidren nor issue of deceased children surviving him, this Trust shall minate. At that time, after paying the expenses specified in Sections 2.03 d 4.07, any unpaid trust income due and payable to the Income Beneficiary lil be paid to the estate of said Income Beneficiary and the remainder of trust corpus shall go and be transferred and delivered to H. F. JORDAN and or to their estate, lettra HOLINEUX, or the survivor of them/ to share and share alike in fee, d free of trust.

Rule Against Perpetuities.

Section 2.11. Unless sooner terminated as otherwise provided in this greement, all of the trusts provided for in this Agreement shall terminate I years after the date of death of the Income Beneficiary. On such termination any portion, share, or partial share of the Trust Estate then being held in trust by the Trusteesfor the benefit of any living person shall go and be, by the Trustees conveyed and delivered to such person in fee.

Trustees' Power to Terminate Trusts.

Section 2.12. Should the share of the Trust Estate set aside for the penefit of any child of the Income Beneficiary or the partial share of the Trust Estate set aside for the benefit of any descendant of a deceased child of the Income Beneficiary have at any time, in the judgment of the Trustees, a fair market value of \$5,000.00 or less, the Trustees may terminate the trusts of such share or partial share of the Trust Estate and, regardless of the age of the child or descendant for whom such share or partial share has been set aside, distribute all the principal and any accrued or undistributed net income of such share or partial share of the Trust Estate to the child or

descendant for whom it was set aside pursuant to the provisions of Section 2.04 of this Agreement.

Definition of "Issue."

SEP-01-2000 11:37

Section 2.13. The terms "issue," "children," and "descendants," as used in this Article mean lawful issue and do include legally adopted children.

Support of Dependent.

Section 2.14. Notwithstanding any other provision of this Agreement, the Trustees may, at any time and from time to time, in the Trustees' discretion, distribute to or apply for the support or maintenance of DIANNE DeGARMO, wife to be of the Trustor, and a beneficiary whom the Trustor is legally obligated to support or maintain, so much of the net income from the Trust Estate, up to the whole thereof, as the Trustees in their absolute discretion, may deem reasonable or necessary for the proper support of maintenance of said lawful wife.

ARTICLE 3. POWERS OF TRUSTEE

Retain Investments of Trustor.

Section 3.01. The Trustees are authorized to retain in the trust for such time as they may deem advisable any property received by them from the Trustor, whether or not such property is of the character permitted by law for the investment of trust funds, and to operate at the risk of the Trust Estate any business or property received by them from the Trustor.

Management of Trust Property.

Section 3.02. The Trustees shall with respect to any and all property which may at any time be held by them in trust pursuant to this Agreement. Whether such property constitutes principal or accumulated income of the Trust Estate, have power, exercisable in the Trustees' discretion at any time and from time to time on such terms and in such manner as Trustees may deem advisable, to:

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- a. Sell, convey, exchange, convert, improve, repair, manage, operate, and control.
- b. Lease for terms within or beyond the term of this trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and enter into any covenants and agreements relating to the property so leased or any improvements which may then or thereafter be erected on such property.
- c. Encumber or hypothecate for any trust purpose by mortgage, deed of trust, pledge, or otherwise.
- d. Carry insurance of such kinds and in such amounts at the expense of the turst as the Trustees may deem advisable.
- e. Commence or defend at the expense of the trust such litigation with respect to the trust or any property of the Trust Estate as they may deem advisable.
- f. Invest and reinvest the trust funds in such property as the Trustee may deem advisable, whether or not of the character permitted by law for the investment of trust funds.
- g. Vote and give proxies to vote any securities, having voting rights that constitute part of the Trust Estate.
- h. Pay any assessments or other charges levied on any stock or other security held by them in trust pursuant to this Agreement.
- i. Exercise any subscription, conversion, or other rights or options which may a any time attach, belong, or be given to the holders of any stocks, bonds, securities, or other instruments forming part of the Trust Estate.
- j. Participate in any plans or proceedings for the foreclosure, reorganization, consolidation, merger, or liquidation of any

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corporation or organization that has issued securities that are part of the Trust Estate, and incident to such participation to deposit securities with and transfer title of securities to any protective or other committee established to further or defeat any such plan or proceeding.

- k. Enforce any mortgage or deed of trust or pledge held by them in trust pursuant to this Agreement and at any sale under any such mortgage, deed of trust, or pledge to bid and purchase for and at the expense of the trust any property subject to such security instrument.
 - 1. Compromise, submit to arbitration, release with or without consideration, and otherwise adjust any claims in favor of or against the trust.
 - m. Subject to any limitations expressly set forth in this agreement and the faithful performance of their fiduciary obligations, do all such acts, take all such proceedings, and exercise all such rights and privileges as could be done, taken, or exercised by an absolute owner of the trust property.

Power to Borrow Money.

Section 3.03. The Trustees shall have power to borrow money from any person, firm, or corporation, for any trust purpose on such terms and conditions as the Trustees may deem proper and to obligate the trust to repay such borrowed money.

Power to Loan Money to Trust.

Section 3.04. The Trustees are authorized to loan or advance their own funds to the trust for any trust purpose at the rate of interest being charged by the Bank of America at the time such loan or advance is made to other

persons having a net worth equal to that of the Trust Estate for similar loans or advances. Any such loan or advance, together with the interest accruing on such loan or advance, sha,, be a first lien against and shall be repaid from the Trust Estate.

Dealings with Trustor's Estate.

Section 3.05. The Trustees are authorized to purchase securities or other property from and to make loans and advancements from the Trust Estate with or without security to the executor or other representative of the Trustor's estate.

Manner of Holding Trust Securities.

Section 3.06. The Trustees may hold securities or other property subject to this trust in their name as Trustees under this Agreement, in their own name without a designation showing them to be Trustees under this Agreement, in the name of their nominee, or the Trustees may hold such securities unregistered in such condition that ownership will pass by delivery.

Determination of Principal and Income.

Section 3.07. Except as otherwise specifically provided in this Agreement, the Trustees shall have full power and authority to determine, in their absolute discretion, what shall constitute principal of the Trust Estate, gross income from the Trust Estate, and net income of the Trust Estate distributable under the terms of this Agreement. The determination of the Trustees as to what constitutes principal, gross income, or net income of the Trust Estate shall, except as may be otherwise expressly provided in this Agreement, be conclusive and binding on all persons in any manner interested in this trust.

Taxes and Expenses of Trust.

Section 3.08. All property taxes, assessments, fees, charges, and other expenses incurred by the Trustees in the administration or protection

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his trust, including the compensation of the Trustees provided for in Agreement, shall be a charge on the Trust Estate and shall be paid by Trustees prior to final distribution of the trust property in full out me principal or in full out of the income of the Trust Estate, or tially out of the principal and partially out of the income of the Trust te, in such manner and proportions as the Trustees in their absolute cretion may determine to be advisable. The determination of the Trustees may such expenses and charges from the principal or income of the Trust tate or partially from each shall be conclusive and binding on all persons any manner interested in this trust.

ARTICLE 4. RIGHTS OF BENEFICIARIES.

Trust Irrevocable.

Section 4.01. This trust shall be irrevocable and shall not be subject amendment except as provided under Section 5.01.

Spendthrift Provision.

Section 4.02. No beneficiary of this trust shall have any right, power, authority to alienate, encumber, or hypothecate his or her interest in the principal or income of this trust in any manner, nor shall such interest of any eneficiary be subject to claims of his or her creditors or liable to attachment, execution, or other process of law.

Payments to Minors'.

Section 4.03. In any case where payment is to be made to or for the senefit of a minor. The Trustees may make such payment directly to such minor as an allowance, or to the parent or guardian of such minor, or to any other person having the care and control of the or with whom the minor may reside, and the receipt of any such person for any such payment shall be a complete discharge of the Trustees as to the amounts so paid.

Exercise of Powers by Incompetent.

Section 4.04. Unless otherwise specifically provided in this Agreement, all powers granted to any person by the provisions of this Agreement may be exercised by such person at any time during his or her life, except that if a guardian for the person or estate or a conservator of the person or property of any such person has been appointed by a court of competent jurisdiction then neither such person nor any such guardian or conservator small have any power to exercise any powers granted such person by any provisions of this Agreement.

Definition of "Incompetent," "Incompetency",

Section 4.05. The terms "incompetent," "incompetency," or other words of similar import shall be construed as used in this Agreement to refer to all cases where a guardian for the person or estate or a conservator of the person or property of any person having rights under this Agreement has been appointed by a court of competent jursidiction. Any person having rights under this Agreement shall be deemed "competent" and his "competency" shall be unquestioned by the Trustees until a court of competent jurisdiction has appointed a guardian for the person or estate of such person or a conservator of the person or property of such person.

Payments to Incompetent.

Section 4.06. In any case where payment is to be made to an incompetent, the Irustee may make such payment to the guardian for the person or the conservator of the person of such incompetent.

Payment of Death Taxes

Section 4.07. Except as otherwise specifically provided in this Agreement: a. Any and all Federal Estate taxes imposed on or by reason of the inclusion of any portion of the Trust Estate in the gross

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taxable estate of the Trustor shall be pand from the principal of the Trust Estate by the Trustee and the ultimate burden of any such tax shall be allocated and charged by the Trustees as provided by law.

b. Any state inheritance tax imposed on the death of the Trustor on the inter vivos transfer of any property to the Trust Estate shall be paid from the principal of the Trust Estate by the Irustees and the ultimate burden of any such tax shall be allocated and charged by the Trustees as provided by law.

ARTICLE 5. RESIGNATION AND COMPENSATION OF TRUSTEE Resignation of Trustee.

Section 5.01. The frustees shall have the right to resign at any time.

In the death, incompetency of resignation of either of the two Trustees med herein, WILL... MOLINE shall serve as a Successor Trustee. If both the Original Trustees named herein should be no longer able to serve as ustees for the reasons specified herein, or if one such Original Trustee I the Successor Trustee should be no longer able to serve, any of the three med Trustees may serve as sole Trustee. If at any time only one person ill be serving as Trustee hereunder and there is no named Successor Trustee inable of assuming the duties of Trustee, the Trustor and Trustee may jointly end this Agreement to specify a new Successor Trustee. In the event of the silure, refusal or inability of the Trustor and Trustee to agree on a Successor ustee, the Trustee or any beneficiary of this trust may secure, at the expense the trust, the appointment of a Successor Trustee by a court of competent residiction.

Rights and Powers of Successor Trustee.

Section 5.02. Any successor Trustee appointed as provided in Section 5.01

-13-



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of this Agreement because of the death, resignation, or other act of the Trustee, shall, on such appointment being made, immediately succeed to all title of the Trustes to the Trust Estate and to all powers, rights, discretions, obligations, and immunities of the Trustee under this Agreement with the same effect as though such successor Trustee were originally named as Trustee in this Agreement.

Compensation of Trustee.

Section 5.03. The Trustees shall receive no compensation for their services under this Agreement.

ARTICLE 6. CONSTRUCTION OF TRUST

Applicable Law.

Section 6.01. The trust created by this Agreement has been accepted by the Trustees in the State of California, will be administered by the Trustees in California, and its validity, construction, and all rights under it shall be governed by the laws of the State of California.

Invalidity of Any Provision.

Section 6.02. Should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement shall be and continue to be fully effective.

Notices.

Section 5.03. Any notices or other communications required or permitted by this Agreement to be delivered to or served on the Trustees shall be deemed property delivered to, served on, and received by the Trustees when personally delivered to the Trustees or, in lieu of such personal service, when deposited in the United States mail, certified mail with postage prepaid, addressed to the Trustees at 537 Grove Way, Hayward, California.

Executed on August / , 1978, at Alameda County, California.

TRUSTOR

LOWELL A. JORDAN

TRUSTEES

HANABUL P. JORDAN

Collet La Moling

APPROVED: August /, 1978

Attorney for Truster

ACKNOWLEDGMENT

STATE OF CALIFORNIA

55.

County of Alameda

On August /, 1978, before me, the undersigned, Notary Public for the

State of California, personally appeared LOWELL A. JORDAN, HANABUL F. JORDAN

and ORLETTA MOLINEUX, known to me to be the persons whose names are subscribed

to the foregoing instrument and acknowledged to me that they executed the same.



Notary public for the State of California

EXHIBIT A

- 1. Promissory Note from H. F. Jordan.
- 2. Real property located on Fallon Road, Pleasanton, California, described in Exhibit B attached hereto and described by Assessor, County of lameda, as follows: MAP 99b BLOCK 3036 PARCELS 7, 8, 9 and 10, containing 348.38 acres, more or less, excluding the residence built in 1974, and ubject to a lease and option.
- 3. Undivided one-third (1/3) interest in savings account No. 148-04819 it the Bank of America, Hayward, CA.
- 4. Undivided one-fourth (1/4) interest in savings account No. 277-49-2 t American Savings & Loan Association, Hayward, CA.
- 5. Savings account No. 264-86-2. American Savings & Loan Association. layward. CA.
- 6. One-half (1/2) interest in savings account No. 0361-005532-22 at Procker Bank, Hayward, CA.
 - 7. Partnership interest (10%) in Jordan Ranches, Hayward, CA.
- 8. Undivided one-third (1/3) interest in real property situated in the City of Pacific Grove, County of Monterey, California, described in Exhibit C attached hereto. APN: 6 382 06



Exhibit "B"

tain parcel of land in the Township of Pleasanton, county la, State of California, described as follows:

ots 1, 2, 3 and 4, in Section 34, Township 2 South, Range 1 ant Diablo Dase and Meridian, and a portion of the Rancho :a, described as follows:

ig at the northwestern corner of that certain piece of parcel lescribed in that certain doed to Owen P. Sutton, dated April , and recorded in Book "M" of Deeds, page 206, Alameda County running thence North 30 30' West, 43 chains, 69 links, to ter section corner between Sections 33 and 34, Township 2 Tange 1 East, Mount Diablo Dase and Meridian; thence North 990 § 81 chains 38 links, to the quarter section corner between . 34 and 35, in said Township and Range; thence South 44 chains, ; to a point on the northern boundary line of said parcel of 'cribed in said deed to Sutton; thence West along said last me, 80 chains, 79 links to the point of beginning.

IG THEREFROM that portion lying East of the following described

MG at an iron monument on the northerly right of way line of te Highway leading from Santa Rita to Livermore, as said right 66 feet in width, existed prior to June 18, 1915, distant 1674.36 feet easterly from the intersection thereof with the se marking the westerly boundary line of that certain 320 acre parcel of land conveyed to JAMES M. McCOY by Judicial Decree cember 4, 1936 and recorded in Liber 3441 of Official Records 33 thereof, Records of Alameda County, California, said point coment being also, measured along said northerly right of North 890 20 West, 2521.17 feet from the intersection therethe center line of Croak Road, as said road now exists by that leed from HENRIETTA FARRULLY to the County of Alameda, dated), 1917 and recorded in Liber 2612 of Deeds at page 352 thereads of Alameda County, California, (the bearing of the norththt of way line of said State Highway being taken as North 890 for the purpose of making this description and all bearings entained are referred thereto); thence from said point of thence them worth 10 20' East, 2404.33 feet to an iron monument; thence iterly on the arc of a curve to the left, tangent to last said the radius of which curve is 400 feet, a distance on said arc ! feet to an iron monument; thence North 380 39' 45" West, Set to an iron monument; thence northwesterly, northerly and sterly on the arc of a curve to the right, tangent to last said the radius of which curve is 400 feet, a distance on said arc of let to an iron monument; theree North 50 32' 15" East 1321.63 in iron monument; thence northeasterly on the are of a curve to it, tangent to last said course, the radius of which curve is ., a distance on said arc of 224.10 feet to an iron measurent; with 21° 35' 15" East, 500.08 feet to an iron measurent; thence terly, northerly and northwesterly on the are of a curve to :, tangent to last soid course, the radius of which curve is ., a distance on said are of 176.39 feet; thence Worth 280 56' 23.54 feet to an iron monument on the south line of the f of section 34 in Township 2 South, Range 1 Mast, Mount ase and Meridian, distant thoroon South 900 20' West, 2649.63 m the intersection of fences at or near the coutheast corner North half of Section 34.



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EXHIBIT C

All that real property situated in the County of Monterey, State of California, and bounded and described as follows:

Beginning at a point lying in the Westerly boundary line of Crocker Avenue, City of Pacific Grove, distant 214.62 feet southerly measured along the area of curve of 500 ft. radius from Corner No. 15, Block 319, as delineated and so designated on that certain map entitled "Map of Pacific Grove Acres," etc. filed for record on June 2, 1919, in Volume 3 of Cities and Towns, at page 13, records of Monterey County, California; and running thence along said Westerly boundary of Crocker Avenue (1) Southwesterly and curving to the right 25.00 feet along the arc of a curve of 500 feet radius (Long chord bears South 32° 26' 33", West 24.97 feet); thence, (2) Tangentially and curving to the left 98.44 feet along the arc of a curve of 500 feet radius; thence leaving said Westerly boundary of Crocker Avenue (3) North 69° 02' 45" West 129.50 feet to a point lying in the Westerly corporate limit line of the City of Pacific Grove; thence along said corporate limit line (4) North 19° 22' East 125.40 feet; thence leaving said corporate limit line (5) South 67° 45' East 150.43 feet to the point of beginning, containing 0.392 acres and being a portion of said Block 319.

A.P.N: 6 382 06

ARCOCOR'S NEWO: Legibility for microfilming and copying parameters in a portion of this document when received.

RECORDING REQUESTED BY Stevent With Company

And When Recorded Mail This Deed and, Unless Otherwise Shown Relow, Mail Tax Statements To:

NAME Louis J. Pappas SHEET S. Riverside Blvd. GW Sacrapento, California 95831

Tale Order No Eseron No.

RECORDED at HEDUEST OF Nothwestern Title Co. pr At 200 A.M.

NOV 1 8 1986 JOHN THE PROPERTY OF STANDARD COURTY CALVORDED COURTY RECORDED NO COURTY RECORDED N

SPACE ABOVE THIS LIST FOR RECORDER'S USE

DOCUMENT ORY TRANSFER TAN 5...

FOMORITHO ON FULL VALUE OF PROPERTY CONVEYED,

OR COMPUTED ON FULL VALUE LESS LIEVA AND

ENCHMERAN IS MEMAINING AT TEME OF SALE

Sign of all Declaration of Agent determinant tax. From Name

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

HANABUL F. JORDAN and ORLETTA MOLINEUX, as trustees of the Lowell A. Jorda. Trust hereby GRANT(S) to

LOUIS J. PAPPAS and VOULA L. PAPPAS, his wife, as community property

See Lahibit A attache hereto and incorporated herein by this reference.

This grant is made subject to current property taxes, an easement recorded July 31, 1941, a waiver of damages contained in a deed recorded July 31, 1941, the establishment of an agricultural Preserve, and a Land Conservation Contract dated Pebruary 16, 1978

In addition to warranties implied in a grant deed, Grantors warrant that F property - free from unrecorded leases and unrecorded e-sements.

Dated Detaber 16, 1986 STATE OF CALIFORNIA

country. Santa Glara

this 16th day of October . in the your 1986

commit wanted and sworn, personally appeared ...

Orletta Holineux

personally keeper to me for proved to me on the burn of sampetary evidences to be the person. whose name LS:

subscribed to this institution, and acknowledged that "Bhe" evented it.

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Salar Public, Sinte of Ca My communicación cupies Jung 9, 1987 HANABUL F. JORDAN, Truster

ORLETTA MOLINEUX, Trustee



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MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE IE NO PARTY SU SHOWN, STALL AS DIRECTED ABOVE

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Sired Address

City & State

EQUIT IO

Description: 1986.283225

Page 1 of 4

Comment:

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TOAN E. SCARLETTY

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Exhibit A

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PESCHIPTI E

All that certain real property situated in the Township of Pleasanton, County of Alameda, State of California described as follows:

Being Lous 1, 2, 3 and 4, in Section 34, Township 2 south Range least, Mount Diablo base and Meridian, and a portion of the Rancho Santa Rita, described as follows:

Beginning at the ortwestern couner of that certain piece of parcel of land described in that certain deed to Owen 1 Futton, dated April 27, 1862, and recorded in Book "M" of Deeds, page 266, Alameda County Records: run 3 thence north 0 degrees 30' west 42 chains, 69 links, to the quarter section corner between sections 33 and 34. Township 2 south, Range 1 east, Mount viable Base id Miridian: thence north 88 degrees 40' east, 81 chains. 38 links, to the quarter section corner between sections 34 and 15, in said Townchip and Range; thence south 44 chains, 68 links to a point on the northern bound my ... ne or s. ... parcel of land d scribed in said Deed to Sutton; thence west along said last named line, 80 chains, 79 links to the point of beginning.

Excepting therefrom that portion lying east of the following describe! line.

Commercing at an iron monument on the northerly right of way line of the state Highway leading from Santa Rita to Live: fore, as said right of wa, 66 feet in width, existed prior to June 18, 1915, distant thereon 2674.36 feet easterly from the interrection. thereof with the fence line marking the westerly boundary line of that certain 320 acre piece of parcel .. land conveyed to James M. McCoy by Judicial Decree dated December 4, 1936 and racorded in Liber 34:1 of Official Records at Page 53 thereof, Records of Alameda County, California, said point of commencement being also, measured along taid northerly right of way line, north 69 degrees 20' west, 2621.17 feet from the intersection thereof with the center line of Croak Road, as said road now exists by that cortain Deed from hearistta Farrelly to one County of Alameds, dated October 6, 1917 and recorded in .. iber 26'2 of Deeds at page 352 thereof, Records of Alameda County, California,

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Exhibir A continued.....

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the bearing of the northerly right of way line of said State Highway being taken as north 80 degrees 160 west for the purpose of paking this description and al' bearings Lerein contained are referred thereto); thence from said wint of commencement north 1 degrees x0' east, 2404.33 feet to an i.m. mcrument; thence northwesterly on the arc of a curve to the left, tangent to last said course, the radius of which curve vi 400 feet, a distance on said arc of 279.22 feet to an iron monment; themco north 38 degrees 39' 45" west, 426.51 feet to at irra manument; thence northwesterly, northerly and north-asterly us the arm of a curve to the right, tangent to last said course, the radius of which curve is 400 feet, a distance on said are of 18 57 feet to an aron menument; thence north 5 degrees 32 15" cust 1321.62 feet to an iron monument; thence northeasterly on the arc of a curve to the right, tangent to last said source, the madius of which curve is 500 feet, a distance on said arc of 224.10 feet to an iron bonument: thence north 21 degrees 35' 15" east, 500.08 feet to an iron monument; thence northeasterly, northerly and northwesterly in the . . of a curve to the left, tangent to last said course, " radius of which is 200. . . a distance on said arc of 176.39 test; thence north 28 degrees 56' 45" west, 23.54 fest to an iron monument on the south line of the north half of section 34 in Township 2 south, Range 1 east, Mount Diablo Base and Meridian, distant thereon south 8' degrees 20' west 2649.c3 fest from ... intersection of fe les at or near the southeast . corner of said morth half of Section 34.

Cormonly known as: Fallon hoad Alameda County Adrount No. 998-3036-8 and 998-3036-7

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Comman

RECORDING REQUESTED BY First American Title Quaranty Company Order No. Escrow No. 592930 Loan No. WHEN RECORDED MAIL TO:

First American Title Guaranty 6665 Owens Drive Pleasanton, CA 94588

Recorded in Official Records, Alameda County Patrick O'Cornell, Clerk-Recorder 18.00

THE CONTRACTOR OF THE CONTRACTOR OF THE PROPERTY OF THE PROPER

98388140 12:57pm 11/04/98

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

The undersigned grantor(s) declarg(s): CITY TRANSFER TAX 5 DOCUMENTARY THANSFER TAX \$ SURVEY MONUMENT FEE \$

Computed on the consideration or value of property conveyed; OR, Computed on the consideration or value less (less or ensurements) minulality at inter of sale.

APN

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Hanabul F. Jordan, C.B. Malsel and Dolores Jordan, Co-Trustees of a Trust for the Benefit of Lowell A. Jordan, under a Trust Agreement dated as of August 1, 1978, as amended October 13, 1992

hereby GRANT(S) to

First American Title Guaranty Company, a California corporation, under Holding Agreement No. 592930

the real property in the City of County of

Alameda

, State of California, described as

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated September 2, 1998

STATE OF CALIFORNIA

COUNTY OF

beleta inci annezred DILORDS JOYDAN

personally known to me for proved to me on the basis of substactory evidence) to be the person(s) whose name(s) lette subscribed to the within instrument and acknowledged to me that hardresthey executed the same in Natherlines authorated capacitylist), and that by hardesther agreements 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 soal.

Jordan, Co-Trustee

C.B. Maisel, Co-Trustee

CHECK HOME Contribion (10740) Holory Public — Collideria Abstracia County My Committepines Har 4,2000

The undersigned granting declares become the laws of the State of California that the trays of the State of California that the tray of the State of California that the trays of the State of California that the tray of the State of California that the tray of the State of California that the trays of the State of California that the tray of the State of California that the tray of the State of California that the State of California that the State of California that the tray of the State of California that the State of		98388140
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Hanabul F. Jordan, C.B. Maisel and Dolores Jordan, Co-Trustees of a Trust for the Benefit of Lowell A. Jordan, under a Trust Agraement dated as of August 1, 1978, as amended October 13, 1992. hereby GRANT(S) to First American Title Guaranty Company, a California corporation, under Holding Agraement No. 592930 the real property in the City of Alameda State of California, described as County of Alameda State of California, described as FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF Dated September 2, 1998 STATE OF CALIFORNIA See EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF Determines. Dolores Jordan, Co-Trustee Dolores Jordan, Co-Trustee Company Annual to the view instrument and automostoped to me that subscribed to the within between the person(s) whose norms(s) later expected the same in his/har/their subscribed to the within between the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. Signalizo [The area for oncal relate.]		The undersigned grantor(s) declare(s): CITY TRANSFER TAX 5 DOCUMENTARY TRANSFER TAX 5 SURVEY MONUMENT FEE \$ Computed on the consideration or value of property conveyed; CR in computed on the consideration or value less liens or encumpances.
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	STATE OF CALIFORNIA COUNTY OF Defore me, appeared personally known to me (or proved to me on it satisfactory evidence) to be the person(s) whose no subscribed to the within instrument and acknowledge be/she/fuely executed the same in his/har/their capacity(les), and that by his/her/their signature instrument the person(s) or the entity upon behalf person(s) acted, executed the instrument. WITNESS my hand and official seaf.	The basis of commets let are authorized to the that r authorized rate of which the

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tate of <u>California</u>	
county of alameda)	-
on Vertalus, 1998 before me	NAME TITLE OF OFFICER - E.G. VANE DOE, NOTARY PUBLIC
C. B.	MAISEL
personally known to me - OR - □ pr	roved 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
CARCLIER Controller StOTAM Controller StOTAM Armedo Courty Armedo Courty	signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
My Comm Expres Mer 4311	WITNESS my hand and official seal.
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Though the data below is not required by law, it may fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATEOFFICER THEST PARTNER(S) GENERAL ATTORNEY-IN-FACT TRUSTEE(S)	OPTIONAL OPTION
Though the data below is not required by law, it may fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER THUS PARTNERIS ATTORNEY-IN-FACT	OPTIONAL OPTION

Q1993 NATIONAL NOTARY ASSOCIATION - 8236 Figure 1 Ave., P.O. Box 7184 - Canoga Park, CA 9100047184

Description: 1998 38814

Page 3 of

Comment

Order No. 592930 Page No. #

LEGAL DESCRIPTION

REAL PROPERTY in the Unincorporated Area, County of Alameda, State of California, described as follows:

Being Lots 1, 2, 3 and 5 in Section 34, Township 2 South, Range 1 East, Mount Diabio Base and Meridian, and a pordon of the Rancho Santa Rita, described as follows:

Beginning at the northwestern currer of that certain piece of parcel of land described in that certain deed to Owen P. Sulton, dated April 29, 1862, and recorded in Book "M" of Deeds, page 266, Alameda County Records; running thence north 0° 30° west, 42 chains, 69 links, to the quarter section comer between Sections 33 and 34. Township 2 south, Range 1 cast, Mount Diablo Base and Meridian; thence north 88° 40° east, 81 chains 38 links, to the quarter section corner between Sections 34 and 35, in said Township and Range; thence south 44 chains, 68 links to a point on the northern boundary line of said parcel of land described in said deed to Sutton; thence west along said last named line, 80 chains, 79 links to the point of beginning.

EXCEPTING THEREFROM that portion lying west of the following described line.

COMMENCING at an iron monument on the northerly right of way line of the State Highway leading from Santa Rita to Livermore, as said right of way, 66 feet in width, existed prior to June 18, 1915, distant thereon 2674.36 feet easterly from the intersection thereof with the fence line marking the westerly boundary line of that certain 320 acre piece or parcel of land conveyed to James M. McCoy by Judicial Decree dated December 4, 1936 and recorded in Liber 3441 of Official Records at Page 53 thereof, Records of Alameda County, California, said point of commencement being also, measured along said northerly right of way line, north 89° 20' west, 2621.17 feet from the intersection thereof with the center line of Croak Road, as said toad now exists by that certain deed from Henrietta Farrelly to the County of Alameda, dated October 6, 1917 and recorded in Liber 2612 of Deeds at page 352 thereof, Records of Alameda County, California, (the bearing of the northerly right of way line of said State Highway being taken as north 89° 20' west for the purpose of making this description and all bearings herein contained are referred therein); thence from said point of commencement north 1° 20° east, 2404.33 feet to an iron monument; thence northwesterly on the arc of a curve to the left, imagent to last said course, the radius of which curve is 400 feet, a distance of said are of 279.22 feet to an iron monument; thence north 38" 39' 45" west, 428.51 feet to an iron monument; thence northwesterly, northerly and northeasterly on the arc of a curve to the right, tangent to last said course, the radius of which curve is 400 feet, a distance on said

Description: 1998 388140

Page 4 of 5

Comment:

98388140

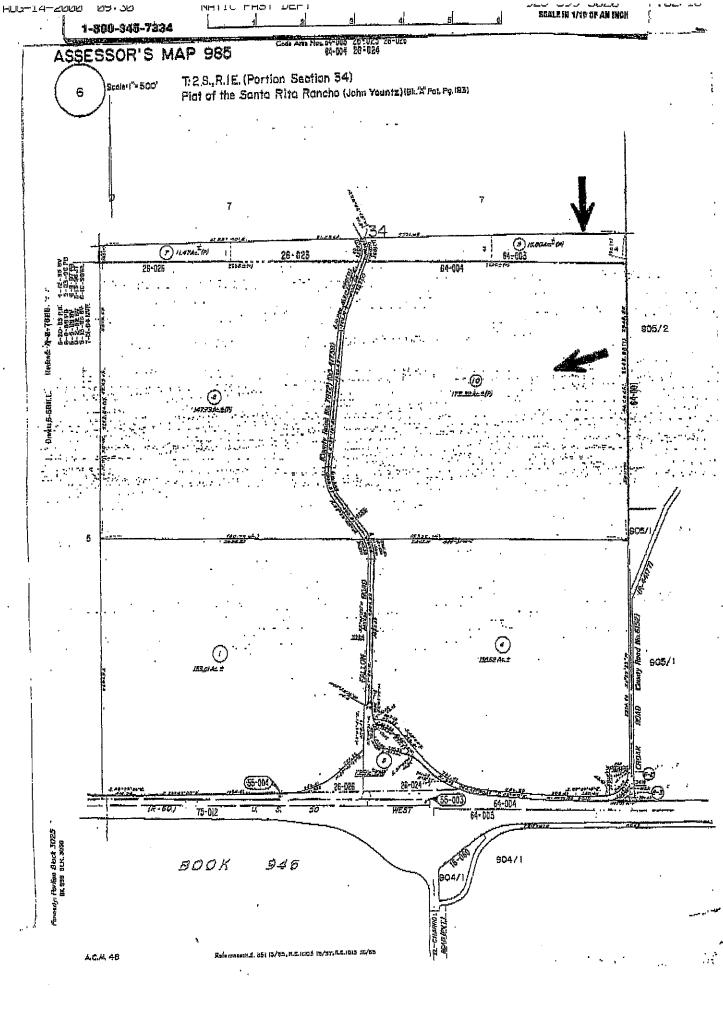
Order No. 592930 Fige No. of

are of 308.57 feet to an iron monument; thence porth 5" 32' 15" east 1321.63 feet to an iron monument, thence northeasterly on the arc of a curve to the right, tangent to last said course, the radius of which curve is 800 feet, a distance on said are of 224.10 feet to an iron monument; thence north 21° 35' 15" east, 500.08 feet to an iron monument; thence northeasterly, northerly and porthwesterly on the arc of a curve to the left, tangent to last said course, the radius of which curve is 200 feet, a distance on said arc of 1.76.39 feet; thence north 28" 56' 45" west, 23.54 feet to an iron monument on the south line of the north half of section 34 in Township 2 south, Range 1, East, Mount Diablo Base and Meridian, distant thereon south 89° 20' west, 2649.63 feet from the intersection of fences at or near the southeast corner of said north half of Section 34. A.P. No.: 985-6-9

EXHIBIT A

Description: 1998.38

Comment:



Order: JO De

Description: 985.6

Page 1 of 1

Comment:

Appendix B

EnviroScan Records Review

Government Environmental Records Database Review

Subject Property Information

Property Name:

JORDAN RANCH

Legal Description:

NONE

Address:

4233 FALLON ROAD

City, State & Zip:

DUBLIN, CA 94568

Computed Latitude:

121° 51' 2" West

Computed Longitude: 37° 42' 9" North

Thomas Guide:

Report Information

Number:

AU00014

Base Radius:

1.000 mile

Date:

August 18, 2000

Map Radius:

1.000 mile

Subscriber Information

Company:

BERLOGAN GEOTECHNICAL CONSULTANTHone Number:

Contact:

MICHAEL CLARK

Fax Number:

(925) 484-0220

* Not Reported *

Address:

5587 SUNOF BLVD

City, State & Zip:

PLEASANTON, CA 94566

NATEC INTERNATIONAL, INC.

Disclaimer and Other Information

This report is limited in scope and accuracy to the available government records lists searched. This report represents only a search of those records as of the date specified herein. The specific government records searched may not include all sites of environmental contamination or risk. Inclusion of individual sites as pulled from the government lists is determined based exclusively on the address or location information provided by the government, which may not be complete. The subscriber acknowledges that NATEC INTERNATIONAL, INC. assumes no responsibility for the completeness or accuracy of the recorded lists as compiled by the various government agencies, or for any inclusion or lack thereof of individual sites caused by any such incomplete or inaccurate information. The purpose of this report is for a records search and is not a substitute for a complete Phase I Environmental Audit.

Maps provided by NATEC INTERNATIONAL, INC. are based on either U.S. Government Tiger files, other government data, or professionally provided mapping data compiled from both government sources and private surveys. The subscriber acknowledges that NATEC INTERNATIONAL, INC. assumes no responsibility for the completeness or accuracy of any such maps or coordinates derived there from.

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US-RCRA	Resource Conservation and Recovery Information System	5
CA-LUST	Leaking Underground Storage Tanks	6
CA-CORTESE	Hazardous Waste Substance Sites	7
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Statistical Review

Property Information

Address

4233 FALLON ROAD

City, State & Zip DUBLIN, CA 94568

Contact

BERLOGAN GEOTECHNICAL CONSULTANTS

Contact Phone (925) 484-0220

Latitude

121° 51' 2" West

Longitude

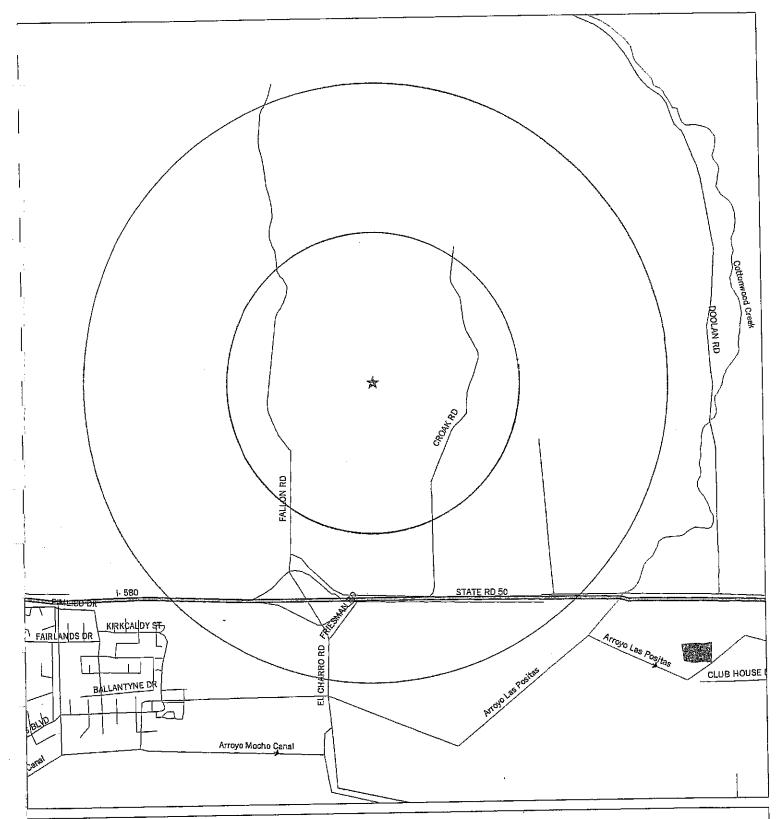
37° 42' 9" North

Base Radius 1.000 mile

Map Radius 1.000 mile

Federal Databases	Data Date	'Hadius (eelM),	within 1/4 mile	W to W mile	% to 1 mile:	over 1 mile	Unknown Distance	Total
US-CERCLIS US-ERNS US-LIENS US-NPL US-RCRA	05/27/99 01/01/00 07/01/99 05/27/99 07/17/99	0.500 0.200 1.000 1.000 1.000	0 0 0 0	0 0 0 0	0 0 0 0	 	0 0 0 0	0 0 0

State Databases	Data Date	- Radius (Miles)	within 14 mile	v4to v≨mile	% to 1 mile	over 1 mile	Unknown Distance	Total
CA-CAL-SITES	06/08/99	0.500	0	0	0		0	0
CA-CORTESE	08/31/99	0.500	0	0	0.		0	0
CA-LUST	07/20/99	0.500	0	0	0		0	0
CA-SARA	07/22/99	0.500	0	0	0		0	0
CA-SWIS	01/25/00	0.500	0	0	0		0	0 .
CA-UST	07/02/99	0.200	0	0	0		0	0
CA-WDS	08/01/9 9	0.500	0	0	0		0	0
CA-WMUDS	04/01/98	0.500	0	0	0		0	0
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				1				
				:				1,440



Site Address

4233 FALLON ROAD **DUBLIN, CA 94568**

Report Number

AU00014

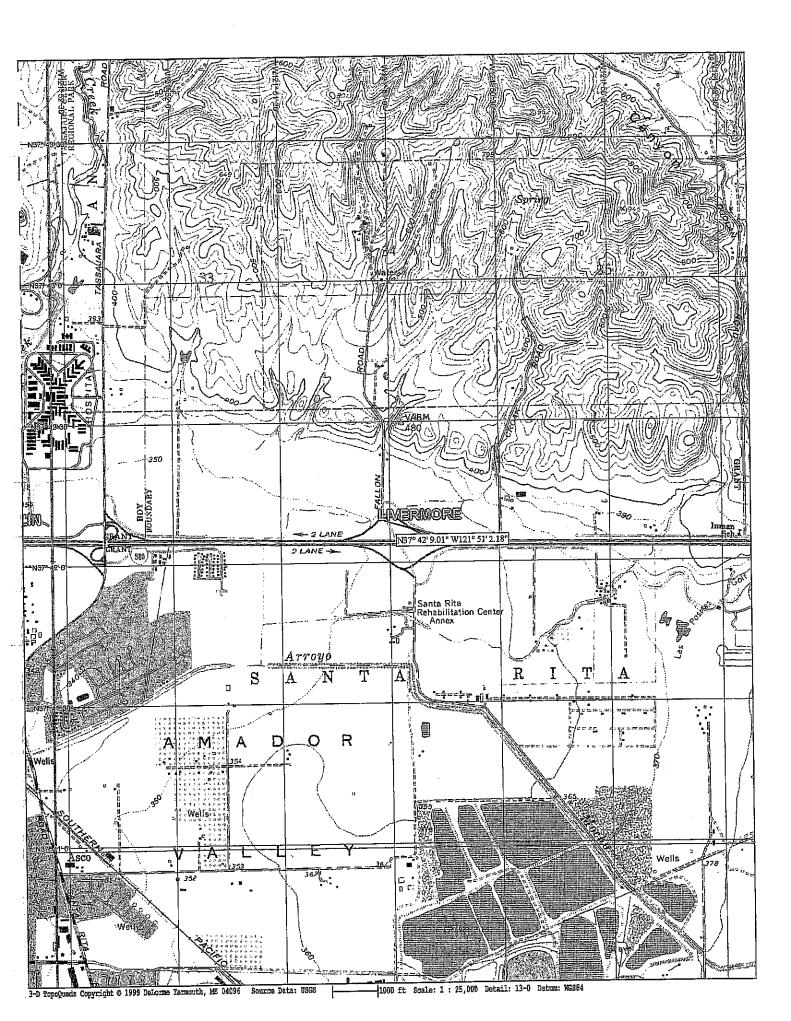
Database Symbol Representation

Search Site

US-RCRA

^{*} Map coordinates are provided as a convenience only. Estimated distance is based on the mapping information provided by the U.S. Government Tiger files and may vary from local street map guides.

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Quick Reference List

Page Site Address Dist/Dir Map Key List
5 CEANNERESS FOR LESS 4000 PIMLICO DR SUITE 50 0.981 SW US-RCRA

NATEC INTERNATIONAL, INC Page VI Report ID: AU00014

CERCLIS

Name:

Comprehensive Environmental Response, Compensation and Liability Information System

Reporting Agency:

US Environmental Protection Agency Office of Solid Waste and Emergency Response http://www.epa.gov/oerrpage/superfund/ (800) 775-5037

Information:

Database Last Updated: April 28, 1999 Database Last Checked: May 27, 1999 Radius Searched:

0.500 miles

Total Records Searched: 10512

Description:

The U.S. Environmental Protection Agency has compiled this list of contaminated properties for designation under the Federal Superfund Program pursuant to the *Comprehensive Environmental Response Conservation and Liability Act (CERCLA)*. These sites represent environmental concern for the discharge of hazardous materials by hazardous waste generators, treatment and storage facilities, and hazardous waste disposal sites.

The database listing as of the above date shows no locations within a ½ mile radius of the subject property.

NPL

Name:

National Priorities List

Reporting Agency:

US Environmental Protection Agency Office of Solid Waste and Emergency Response http://www.epa.gov/superfund/whatissf/npl_hrs.htm (703) 603-8881

Information:

Database Last Updated: April 28, 1999 Database Last Checked: May 27, 1999 Radius Searched:

1.000 mile

Total Records Searched: 1202

Description:

The NPL is a subset of CERCLIS and lists some of the nation's most dangerous sites of uncontrolled or hazardous waste which require cleanup. Also known as the Superfund List, the sites are scored according to the hazardous ranking system

LIENS

Name:

Federal Superfund Liens

Reporting Agency:

US Environmental Protection Agency Office of Solid Waste and Emergency Response (800) 775-5037

Information:

Database Last Updated: January 01, 1998 Database Last Checked: July 01, 1999 Radius Searched:

1.000 mile

Total Records Searched: 18

18

Description:

Under the authority granted by the *Comprehensive Environmental Response Conservation and Liability Act* (CERCLA), the E.P.A. is authorized to place a Superfund Lien on property that the agency has spent money on for remidial action or notified the owner of the potential of liability for remidial action.

SWIS

Name:

Solid Waste Information System

Reporting Agency:

California Integrated Waste Management Board 8800 Cal Center Drive - Sacramento, CA 95826 http://www.ciwmb.ca.gov/SWIS/ (916) 255-2331

Information:

Database Last Updated: January 25, 2000 Database Last Checked: January 25, 2000 Radius Searched:

0.500 miles

Total Records Searched: 3512

Description:

The California Integrated Waste Management Board maintains this list pursuant to the Solid Waste Management Resource Recovery Act of 1972. The list contains an inventory of active, inactive and closed solid waste disposal and transfer facilities.

RCRA

Name:

Resource Conservation and Recovery Act

Reporting Agency:

US Environmental Protection Agency Office of Solid Waste and Emergency Response http://www.epa.gov/osw/ (202) 260-4348

Information:

Database Last Updated: June 29, 1999 Database Last Checked: July 17, 1999

Radius Searched:

1.000 mile

Total Records Searched: 302610

Description:

RCRIS (Resource Conservation and Recovery Information System) contains information on handlers regulated by the US Environmental Protection Agency under the Resource Conservation and Recovery Act (RCRA).

Site Information

Distance & Direction:

0.981 miles Southwest

Site Name:

CLEAN N PRESS FOR LESS

Address:

4000 PIMLICO DR SUITE 50

EPA ID Number: Transporter: PLEASANTON, CA 94566

City, State & Zip:

* Not Reported * TSD Type:

Generator Type:

LARGE QUANTITY GENERATOR

Contact Information

Contact Name:

City, State & Zip:

ENVIRONMENTAL MANAGER

Address:

1401-B NURSERY LANE

WALNUT CREEK, CA 94596

Title:

ENVIRO MANAGER

Phone Number:

CAD981979412

No

[415] 945-0250

LUST

Name:

Leaking Underground Storage Tanks

Reporting Agency:

California State Water Resources Control Board http://www.swrcb.ca.gov/~cwphome/lustis/index.html (916) 227-4400

Information:

Database Last Updated: July 13, 1999 Database Last Checked: July 20, 1999 Radius Searched:

0.500 miles

Total Records Searched: 35062

Description:

The State of California Water Resources Control Board (WRCB) provides a list of all leaks of hazardous substances from underground storage tanks. This database provides information on contamination case types and in some cases remediation activities.

CORTESE

Name:

Hazardous Waste and Substances Sites List

Reporting Agency:

Department of Toxic Substances Control http://www.dtsc.ca.gov/adcorlts.htm (916) 445-6532

Information:

Database Last Updated: April 01, 1999 Database Last Checked: August 31, 1999 Radius Searched:

0.500 miles

Total Records Searched: 16379

Description:

This is a listing of potential and confirmed hazardous waste and substance sites throughout California. The information in this list was consolidated within the State Office of Planning and Research.

Code Meanings:

CALSI: Department of Toxic Substances Control; Contaminated or potentially contaminated hazardous waste sites.

LTNKA: California State Water Resources Control Board; Leaking Underground Storage Tanks

WB-LF: California Integrated Waste Management Board; Sanitary Landfills which have evidence of groundwater contamination.

CAL-SITES

Name:

California Cal-Sites Database

Reporting Agency:

California Environmental Protection Agency http://www.calepa.ca.gov/ (916) 323-3400

Information:

Database Last Updated: May 01, 1999 Database Last Checked: June 08, 1999

A COMPANY OF THE COMP

Radius Searched:

0.500 miles

Report ID: AU00014

Total Records Searched: 4210

Description:

The California Cal-Sites are potentially contaminated hazardous waste sites. The database was created from the Annual Workplan (AWP), the Abandoned Sites Project Information System (ASPIS), and the Bond Expenditure Plan (BEP).

WDS

Name:

Waste Discharge System

Reporting Agency:

California State Water Resources Control Board http://www.swrcb.ca.gov/ (916) 657-1395

Information:

Database Last Updated: August 01, 1999 Database Last Checked: August 01, 1999 Radius Searched:

0.500 miles

Total Records Searched: 6727

Description:

The California Waste Discharge System (WDS) contains information on which sites with waste discharge permits issued.

The database listing as of the above date shows no locations within a ½ mile radius of the subject property.

SARA

Name:

Sara Title III

Reporting Agency:

Environmental Protection Agency http://www.epa.gov/

Information:

Database Last Updated: May 01, 1996 Database Last Checked: July 22, 1999

Radius Searched:

0.500 miles

Total Records Searched: 4019

Description:

Section 313 of the Emergency Planning and Community Right to Know Act, Title III of the Superfund Amendments and Re-authorization Act of 1986, requires certain facilities to file an annual toxic chemical release inventory form with the United States Environmental Protection Agency and the California Environmental Affairs Agency. Facilities are required to report releases to air, water, and land.

WMUDS

Waste Management Unit Database System

Reporting Agency:

California State Water Resources Control Board http://www.swrcb.ca.gov/ (916) 657-1395

Information:

Database Last Updated: April 01, 1998 Database Last Checked: April 01, 1998 Radius Searched:

0.500 miles

Total Records Searched: 3682

Description:

WMUDS is intended as an enhancement to WDS (Waste Discharger System); it does not duplicate any information in WDS. In addition, WMUDS contains information regarding SWAT (Solid Waste Assessment Test program) and TPCA (Toxic Pits) programs.

UST

Name:

Underground Storage Tanks

Reporting Agency:

California State Water Resources Control Board http://www.swrcb.ca.gov/~cwphome/ust/usthmpg.htm (916) 657-4448

Information:

Database Last Updated: August 01, 1994 Database Last Checked: July 02, 1999

Radius Searched:

0.200 miles

Total Records Searched: 63789

Description:

The State of California Water Resources Control Board (WRCB) provides a list of all permitted underground tanks containing hazardous substances. This database provides information on all registered underground storage tanks.

ERNS

Name:

Emergency Response Notification System

Reporting Agency:

US Environmental Protection Agency Office of Solid Waste and Emergency Response http://www.epa.gov/ernsacct/pdf/index.html (202) 260-4348

Information:

Database Last Updated: January 01, 2000 Database Last Checked: January 01, 2000 Radius Searched:

0.200 miles

Total Records Searched: 88137

Description:

ERNS is a national database which contains information on specific notification of releases of oil and hazardous substances into the environment. The system stores data regarding the site of the spill, the material released and the medium into which it occurred.