

**AGREEMENT FOR PURCHASE AND SALE OF REAL
PROPERTY
AND JOINT ESCROW INSTRUCTIONS
BETWEEN
NEWARK UNIFIED SCHOOL DISTRICT
AND
CLASSIC COMMUNITIES, INC.**

This Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (“Agreement”) is entered into as of February 18, 2014 (“Effective Date”) by and between NEWARK UNIFIED SCHOOL DISTRICT, a California Public School District (“Seller”), and CLASSIC COMMUNITIES, INC., a California corporation (“Buyer”). Buyer and Seller may also be referred to in this Agreement singularly as a “Party” or collectively as the “Parties.”

RECITALS

- A. Seller is the fee owner of the approximately 10.15 acres of real property located in Newark (“City”), Alameda County (“County”), California, commonly known as the Ruschin Elementary School Site, located at 36120 Ruschin Drive, Newark, CA, APN # 092A-0775-046, as identified in Exhibits A and B attached hereto, the terms of which are incorporated herein, together with any and all improvements, rights, land use entitlements, permits, easements and privileges appurtenant to the real property (“Property”).
- B. On December 10, 2013, Seller adopted Resolution No. 1930 (“Resolution”) declaring its intention to sell the Property in accordance with the terms of the Resolution, and authorizing a Request for Proposals (“RFP”) process.
- C. After reviewing Buyer’s proposal, Seller determined that it desired to sell Property to Buyer for purposes consistent with Seller’s bid proposal and according to the terms as hereinafter set forth.

DEFINED TERMS

- 1. “Agreement” shall have that certain meaning set forth in the opening paragraph hereof.
- 2. “Approval of the Tentative Map” shall be defined to mean that all necessary City approvals of the tentative subdivision map, a General Plan amendment, zoning change to a planned development, planned development permit, environmental review, design review (which design review shall be processed by Buyer concurrently with the tentative subdivision map), and all other approvals and consents necessary

for the final approval of the tentative map, by the City Council or other governmental agency, shall be obtained subject to conditions of approval acceptable to Buyer, and (i) all applicable appeal and challenge periods for such actions under the California Environmental Quality Act (Pub. Res. Code §§ 21000, *et seq.*) shall have expired without such an appeal or challenge having been filed, or (ii) in the event of a timely filing of such an appeal or challenge, such matters shall have been finally resolved to Buyer's satisfaction in its sole discretion. Buyer shall provide Seller with immediate written notice of the Approval of the Tentative Map.

3. "Broker" shall have that certain meaning set forth in Section 7.6 of this Agreement.
4. "Buyer" shall have that certain meaning set forth in the opening paragraph of this Agreement.
5. "City" shall have that certain meaning set forth in Paragraph A of the Recitals to this Agreement.
6. "Close of Escrow", "Closing" and "Closing Date" shall have those certain meanings set forth in Section 5.3 of this Agreement.
7. "Condemnation Notice" shall have that certain meaning set forth in Section 7.16 of this Agreement.
8. "County" shall have that certain meaning set forth in Paragraph A of the Recitals to this Agreement.
9. "Deposits" shall have that certain meaning set forth in Section 1.3 of this Agreement.
10. "Disclosures" shall have that certain meaning set forth in Section 3.1 of this Agreement.
11. "Effective Date" shall have that certain meaning set forth in the opening paragraph of this Agreement.
12. "Environmental Laws" shall have that certain meaning set forth in Section 3.1(h) of this Agreement.
13. "Escrow Holder" shall have that certain meaning set forth in Section 5.1 of this Agreement.
14. "Feasibility Consideration" shall have that certain meaning set forth in Section 1.3(a) of this Agreement.
15. "Feasibility Period" shall have that certain meaning set forth in Section 2.1 of this Agreement.

16. "Final Title Policy" shall have that certain meaning set forth in Section 5.8 of this Agreement.
17. "First Additional Deposit" shall have that certain meaning set forth in Section 1.3(b) of this Agreement.
18. "Grant Deed" shall have that certain meaning set forth in Section 5.6(a) of this Agreement.
19. "Hazardous Material" shall have that certain meaning set forth in Section 3.1(h) of this Agreement.
20. "Independent Consideration" shall have that certain meaning set forth in Section 1.3(d) of this Agreement.
21. "Investigation Matters" shall have that certain meaning set forth in Section 2.6 of this Agreement.
22. "Judicial Reference Statutes" shall have that certain meaning set forth in Section 7.7 of this Agreement.
23. "Liquidated Damages" shall have that certain meaning set forth in Section 5.10(b) of this Agreement.
24. "Permitted Exceptions" shall have that certain meaning set forth in Section 2.5 of this Agreement.
25. "Planning Commission Approval Date" shall be defined to mean the date on which the Planning Commission of the City of Newark shall have made the written report of findings to the city council regarding the tentative subdivision map per section 16.04.040(A) of the City of Newark Municipal Code.
26. "Preliminary Title Report" shall have that certain meaning set forth in Section 2.4 of this Agreement.
27. "Property" shall have that certain meaning set forth in Paragraph A of the Recitals to this Agreement.
28. "Property Materials" shall have that certain meaning set forth in Section 2.3 of this Agreement.
29. "Purchase Price" shall have that certain meaning set forth in Section 1.2 of this Agreement.
30. "Resolution" shall have that certain meaning set forth in Paragraph B of the Recitals to this Agreement.

31. "Second Additional Deposit" shall have that certain meaning set forth in Section 1.3(c) of this Agreement.
32. "Seller" shall have that certain meaning set forth in the opening paragraph of this Agreement.
33. "Tentative Map" shall mean that certain meaning set forth in Section 5.11 of this Agreement.
34. "Third Party Reports" shall have that certain meaning set forth in Section 2.8 of this Agreement.
35. "Title Documents" shall have that certain meaning set forth in Section 2.4 of this Agreement.
36. "Title Report" shall have that certain meaning set forth in Section 2.4 of this Agreement.

The Parties therefore agree as follows:

Article 1 PURCHASE AND SALE

1.1 Purchase and Sale of the Property

Subject to the terms and conditions that follow, Seller shall sell the Property to Buyer, and Buyer shall purchase the Property from Seller.

1.2 Purchase Price

The purchase price for the Property shall be Twenty-One Million Two Hundred Fifty Thousand Dollars (\$21,250,000.00) ("Purchase Price"), payable as set forth in Sections 1.3, 4.1(a), and 5.5, below.

1.3 Deposits

All deposits required by this Agreement (other than the Independent Consideration) shall be collectively referred to as the "Deposits." Except as otherwise set forth herein, all interest earned on the Deposits while held in Escrow shall accrue to the benefit of Buyer and shall be applied to the Purchase Price. The following Deposits shall be made by the Buyer:

- (a) Feasibility Consideration.

Prior to Buyer's execution of this Agreement, Buyer paid directly to Seller in immediately available funds the sum of Fifty Thousand Dollars (\$50,000.00) as consideration for the right to investigate the feasibility of acquiring and developing the Property pursuant to Article 2 below (the "Feasibility Consideration"). The Feasibility

Consideration shall apply to the Purchase Price, be deemed fully earned by Seller and be non-refundable to Buyer except as otherwise provided in Section 3.1(p) of this Agreement, or in the event of breach of this Agreement by Seller. The Parties hereby agree that the Feasibility Consideration constitutes adequate consideration for Buyer's investigation rights of the Property under Article 2 below.

(b) First Additional Deposit.

Within three (3) business days after the mutual execution of this Agreement, Buyer shall also deposit into Escrow the additional sum of Four Hundred Fifty Thousand Dollars (\$450,000.00) in immediately available funds ("First Additional Deposit"). The First Additional Deposit shall be placed in an interest bearing account for the benefit of Buyer. The First Additional Deposit shall apply to the Purchase Price and, if this Agreement is not timely terminated pursuant to the provisions of Section 2.6, shall become non-refundable to Buyer at the expiration of the Feasibility Period (except as otherwise provided in the Sections 2.7, 3.1(p), 7.13 and 7.16 of this Agreement, or in the event of breach of this Agreement by Seller), and shall be released to Seller three (3) days after the end of the Feasibility Period.

(c) Second Additional Deposit.

In order to continue the effectiveness of this Agreement beyond the Planning Commission Approval Date, Buyer shall deposit into Escrow the additional sum of One Million Dollars (\$1,000,000.00) ("Second Additional Deposit") within three (3) business days after the Planning Commission Approval Date. If Buyer does not desire to continue the effectiveness of this Agreement beyond the Planning Commission Approval Date, it shall have no obligation to make the Second Additional Deposit. The Second Additional Deposit shall apply to the Purchase Price, shall become non-refundable to Buyer except as otherwise provided in Sections 3.1(p), 7.13 and 7.16 of this Agreement or in the event of breach of this Agreement by Seller, and shall be released to Seller immediately upon deposit into Escrow.

(d) Independent Consideration.

Concurrently with the execution of this Agreement, Buyer shall pay and deliver to Seller the sum of One Hundred Dollars (\$100.00) as separate and independent consideration ("Independent Consideration") for Seller's execution of this Agreement and agreement to sell the Property to Buyer on and subject to the terms and conditions of this Agreement, including, without limitation, Buyer's right to terminate this Agreement prior to the expiration of the Feasibility Period in connection with its investigations. The Independent Consideration is not applicable to the Purchase Price and is non-refundable to Buyer in the event this Agreement terminates prior to the Close of Escrow.

Article 2
BUYER'S REVIEW PERIOD

2.1 License to Access the Property

Commencing on the Effective Date and continuing until the date which is forty-five (45) calendar days after the Effective Date ("Feasibility Period"), Buyer may review and inspect the Property including the interiors of the structures thereon, and shall have the right to conduct economic feasibility studies, land use designation studies, political assessments, toxic waste and hazardous materials studies, and other physical studies of the Property to determine the development potential of the Property. In connection with any entry by Buyer onto the Property for the purpose of Buyer's review and inspection of the Property, Buyer shall give Seller at least twenty-four (24) hours advance notice of such entry, and shall allow a representative of Seller to be present during any and all such inspections if Seller so desires. Buyer shall conduct such entry and any inspections in connection therewith so as to minimize any disruption of the school activities being conducted at the Property. In addition, Buyer shall notify Seller, in writing, if it intends to conduct any testing on the Property. In the event Buyer performs testing or destructive investigation of the Property, Buyer shall be responsible for returning the Property to the condition existing prior to Buyer's testing or destructive investigation of the Property.

2.2 Indemnity and Insurance

(a) Buyer shall indemnify, defend by counsel reasonably acceptable to Seller, and hold the Property and Seller, its governing board and employees harmless from and against any and all damages, demands, claims, losses, liabilities, injuries, penalties, fines, liens, judgments, suits, actions, investigations, proceedings, costs or expenses whatsoever (including, without limitation, reasonable attorneys and experts fees and costs and, in the event of any release of hazardous materials caused by Buyer, investigation and remediation costs) arising out of or relating to any physical harm, physical damage, or personal injury or death caused by entry on the Property by Buyer or its agents, employees or contractors in the course of performing the inspections or testings provided for in this Agreement, except to the extent caused by Seller or any of its employees, representatives or agents and provided, however, that in no event shall Buyer be obligated to so indemnify, defend or hold harmless Seller, its officers, directors, agents, employees, attorneys, representatives, or contractors to the extent any such damages, demands, claims, losses, liabilities, injuries, penalties, fines, liens, judgments, suits, actions, investigations, proceedings, costs or expenses arise from the discovery of any pre-existing condition affecting the Property or any damage caused by such conditions. Without limiting the generality of the foregoing indemnity, Buyer shall promptly remove any mechanic or other lien which may be recorded against the Property by any party providing labor, materials or services at the request of Buyer. The foregoing indemnity shall survive beyond the Close of Escrow, or, if the sale is not consummated, beyond the termination of this Agreement.

(b) Buyer and its contractors shall maintain commercial general liability insurance insuring Buyer and its contractors against any liability arising out of or in connection with any entry or inspection of the Property and all areas appurtenant thereto.

Such insurance shall be in the amount of Two Million Dollars (\$2,000,000) combined single limit for injury to or death of one or more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence. The policy shall insure the contractual liability of Buyer covering the indemnities herein and shall (a) name Seller as an additional insured, (b) contain a cross-liability provision, and (c) contain a provision that “the insurance provided by Buyer hereunder shall be primary and noncontributing with any other insurance available to Seller.” Buyer shall be required to provide Seller with written evidence of such insurance coverage prior to any entry or inspection of the Property.

2.3 Property Materials

Within three (3) business days after execution of this Agreement, Seller shall deliver to Buyer or make available to Buyer, copies of or access to the originals of the following, to the extent in the possession and reasonable control of Seller (the “Property Materials”):

- (a) All maps of the Property;
- (b) Environmental and property condition reports, geotechnical investigations, geological reports, and toxic waste and/or hazardous material reports relating to the Property;
- (c) Surveys, development agreements, and plans;
- (d) Such other documents relating to the Property in Seller’s possession or Seller’s reasonable control and which documents are not confidential in nature or protected from disclosure by the attorney-client privilege.

Buyer shall have the opportunity to review the Property Materials during the Feasibility Period. Buyer acknowledges and agrees that a significant portion of the Property Materials were not, or may not have been, prepared by Seller and may be incomplete, vague and/or ambiguous with respect to various relevant subjects. Accordingly, Buyer further acknowledges and agrees that (i) neither Seller, its governing board, nor any of its agents, employees, attorneys or contractors has made any (and hereby disclaims any and all) warranties or representations regarding the truth, accuracy or completeness of the Property Materials, (ii) Seller has not undertaken and will not undertake any independent investigation as to the truth, accuracy or completeness of the Property Materials, and (iii) Buyer hereby releases Seller, its governing board and employees and all preparers of the Property Materials and their respective agents, employees, attorneys or contractors from any and all claims, suits, damages or liability arising out of the Property Materials or any inaccuracy, error or omission therein.

2.4 Preliminary and Supplemental Title Reports

Prior to the Effective Date of this Agreement Seller shall provide Buyer with a preliminary title report with respect to the Property (“Preliminary Title Report”), together with copies of the instruments underlying all exceptions that are referred to in the Preliminary Title Report (collectively, the “Title Documents”) (the Preliminary Title Report and the Title Documents are referred to hereinafter collectively as the “Title

Report”). Buyer may review and approve the Title Report during the Feasibility Period. On or before the end of the Feasibility Period, Buyer shall determine if it is willing to accept the Title Report. If Buyer is not so willing, Buyer shall have the right to terminate this Agreement on or before the end of the Feasibility Period under the terms of Section 2.6, in which case the terms of Section 2.7 shall apply. If Buyer timely delivers the required instructions and certification to Seller and Escrow Holder specified in Section 2.6, then Buyer shall be deemed to have approved the Permitted Exceptions and to have elected to accept the Title Report in the form described in this Section. Seller shall be obligated to remove all mortgages, liens, charges or other monetary encumbrances against the Property but shall have no obligation to cause any other item disclosed in the Title Report to be removed of record or otherwise deleted from the Title Report, and Seller shall have no obligation to execute any indemnities or to assume any liabilities in connection with the issuance of the Title Report or the Final Title Policy except if required to eliminate any liens caused or incurred by or on behalf of Seller and except that Seller shall be obligated to execute and deliver to the Title Company a customary owner’s affidavit if required by the Title Company.

2.5 Condition of Title

At the expiration of the Feasibility Period, all matters contained in the Title Report that Buyer has approved, or is deemed to have approved, are “Permitted Exceptions.”

Subject to the terms of this Agreement, Seller must convey the Property to Buyer in fee simple title, free and clear of all mortgages, liens, charges and other monetary encumbrances and, except for the Permitted Exceptions, any encroachments, easements, conditions, exceptions, non-delinquent assessments or taxes, or other defects in title.

2.6 Buyer’s Approval; Possible Early Termination

On or before the last day of the Feasibility Period, Buyer shall notify Seller and Escrow Holder in writing whether Buyer is satisfied with the Property, the Title Report, and the Property Materials (the “Investigation Matters”). Buyer shall indicate its satisfaction with the Investigation Matters by delivering to Seller and Escrow Holder, on or before the last day of the Feasibility Period, (i) an irrevocable, unconditional written instruction to Escrow Holder to release the First Additional Deposit to Seller, and (ii) an irrevocable, unconditional written certification that Buyer has approved all of the Investigation Matters. If Buyer fails to timely deposit the required instructions and certification to Seller and Escrow Holder on or before the last day of the Feasibility Period, Buyer shall be deemed to have disapproved the Investigation Matters, this Agreement shall automatically terminate and the terms of Section 2.7 shall apply.

2.7 Consequences of Buyer’s Termination

Upon the actual or deemed disapproval of the Investigation Matters pursuant to Section 2.6, or in the event of termination pursuant to Section 2.4, Escrow Holder shall return the First Additional Deposit to Buyer, this Agreement shall immediately terminate, the Parties shall be released from all further obligations under this Agreement (except with respect to any provisions that by their terms survive a termination of this Agreement)

2.8 Delivery of Property Materials by Buyer

If this Agreement is terminated by either Party prior to Closing, for any reason at any time, Buyer shall immediately return to Seller all Property Materials and other items that may have been provided to Buyer by Seller, including all copies thereof. If this Agreement is terminated by Buyer prior to Closing, for any reason at any time, except for an uncured Seller default hereunder, as additional consideration for Seller entering into this Agreement, and at no cost to Seller, Buyer shall immediately deliver to Seller complete copies of all reports, studies, and other investigations of the Property performed on behalf of Buyer by third parties, including but not limited to architectural, engineering or third-party studies (the "Third Party Reports") except to the extent protected from disclosure by the attorney-client privilege, by the work product rule, or by the terms of an agreement with a third party. Also, Buyer need not furnish to Seller its financial projections or any intellectual property. Buyer agrees and acknowledges that the return of the First Additional Deposit to Buyer by Escrow Holder, provided same is not deemed non-refundable by the terms of this Agreement, shall be conditioned upon Buyer's delivery of the Property Materials and the Third Party Reports to Seller. The Property Materials and the Third Party Reports shall be delivered to Seller without any representation or warranty by Buyer as to the truth, accuracy or completeness of the Third Party Reports.

Article 3 REPRESENTATIONS AND WARRANTIES

3.1 Seller's Representations and Warranties

Seller's written disclosures regarding the Property are contained in Exhibit C attached hereto and incorporated herein by this reference ("Disclosures"). Except as otherwise stated in the Disclosures, Seller makes the representations and warranties set forth in Sections 3.1(a) through 3.1(n) to Buyer.

(a) No Commitments or Agreements

Except as specifically disclosed to Buyer in writing, Seller has made no written commitments or agreements affecting the Property, or any part thereof, or any interest therein, which will survive the Close of Escrow.

(b) Liens

Except as specifically disclosed to Buyer in writing or otherwise known to the best knowledge of Buyer, to the best of Seller's knowledge, there are no mechanics', materialmen's or similar claims or liens presently claimed or which will be claimed against the Property for work performed or commenced for Seller or on Seller's behalf.

(c) Rights of Possession

Except for Buyer's rights under this Agreement, there are not as of the date of this Agreement, nor will there be as of the Close of Escrow, any written or oral leases or contractual rights or options to lease, purchase, or otherwise enjoy possession, rights or interests of any nature in and to the Property and no persons shall have any right of possession to the Property as of the Close of Escrow or at any time thereafter.

(d) Ownership and Encumbrances

Other than the Permitted Exceptions, Seller has not and shall not, prior to the Close of Escrow without the prior written consent of Buyer, which consent may be given or denied in Buyer's absolute discretion, enter into any lien, encumbrance, easement or license agreement, or any other agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property.

(e) Full Power and Authority

Neither this Agreement nor anything provided to be done hereunder, including the transfer of title to the Property to Buyer, violates or shall violate any contract, agreement, or instrument to which Seller is a party. Seller has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery and performance of this Agreement has been duly and validly authorized by Seller, and no other action by Seller is requisite to the valid and binding execution, delivery, and performance of this Agreement by Seller.

(f) Litigation

Except as specifically disclosed to Buyer in writing, there are no claims, proceedings, initiatives, referenda, moratoria, resolutions, governmental investigations or litigations pending (based upon proper service of process having been accomplished) or, to the best of Seller's knowledge, threatened against Seller, which could materially adversely affect Seller's ability to consummate this transaction and to convey the Property to the Buyer in accordance with the terms of this Agreement. Additionally, there is no pending condemnation of the Property or any part thereof with respect to which Seller has been served with process or other notice thereof or, to the best of Seller's knowledge, no such condemnation action is pending or contemplated.

(g) Reports

To the best of Seller's knowledge, Seller has made available to the Buyer all third party professional reports within its possession or under its control concerning the Property.

(h) Environmental Laws/Hazardous Materials

Except as disclosed in writing by Seller, to the best of Seller's knowledge: (i) there has been no production, storage or disposal on the Property of any Hazardous Material (as defined below) by Seller or, to the best of Seller's knowledge, by any previous owner or tenant of the Property; (ii) Hazardous Materials have not been dumped, buried, leaked, or otherwise released upon, in or under Property or allowed to pass on, under or through the Property at any time during or prior to Seller's ownership of the Property; (iii) Seller has complied with all laws, regulations, and ordinances ("Environmental Laws") relating to the use of all Hazardous Materials used on the Property; (iv) there is no proceeding or inquiry by any federal, state or local governmental agency with respect to the use, production, storage, release or migration of Hazardous Materials on, through, or across the Property; and (v) there is no contamination of Hazardous Materials on, at, about, or within the Property, except as has been identified through Buyer's environmental site assessment work. "Hazardous Material" means any hazardous or toxic substance, material or waste that is: (i) regulated by any governmental authority, the State of California or the United States; (ii) defined as an "acutely hazardous waste," "extremely hazardous waste," "hazardous waste," or "waste" under Sections 25110.02, 25115, 25117, or 25124 of the California Health and Safety Code, or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code Division 20 Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum or petroleum derivatives; (vi) asbestos; (vii) listed under Chapter 10 Division 4.5 of Title 22 or defined as hazardous or extremely hazardous pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; (ix) defined as a "hazardous substance" pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*; (x) any flammable substances or explosives; or (xi) any radioactive material.

(i) Notices

To the best of Seller's knowledge, Seller has made all disclosures and provided all notices to Buyer which are required by Section 25359.7 of the California Health and Safety Code.

(j) Defaults

To the best of Seller's knowledge, Seller is not in default of any of its obligations or liabilities pertaining to the Property, nor are there any existing facts, circumstances, conditions, or events that would constitute or result in any default.

(k) Violations

Seller has not received written notice from any governmental agency that the Property is in violation of any statute or regulation.

(l) Adverse Condition Affecting Seller

Seller has not:

- (1) Made a general assignment for the benefit of creditors;
- (2) Filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors;
- (3) Suffered the appointment of a receiver to take possession of all or substantially all of its assets;
- (4) Suffered the attachment or other judicial seizure of all, or substantially all, of its assets;
- (5) Admitted in writing its inability to pay its debts as they come due;
or
- (6) Made an offer of settlement, extension, or composition to its creditors generally.

(m) Other Agreements

Neither this Agreement, nor anything to be done hereunder, violates or will violate any contract, agreement, or instrument to which Seller is a party, or which to the best of Seller's knowledge affects the Property. The signature, consent, or acknowledgment of no other person or entity is necessary to validate the signing of this Agreement by Seller or permit its sale of the Property to Buyer.

(n) Rights of Possession

On the Closing Date, the Property shall be delivered to Buyer free and clear of any and all tenants and any other parties claiming a right to possession of all or any part of the Property. Commencing on the Effective Date of this Agreement, Seller shall not, without Buyer's written

consent, enter into any new leases or other occupancy agreements for or with respect to the Property.

(o) Best Knowledge

For purposes of this Section 3.1, the phrase “best of Seller’s knowledge” means the actual and present knowledge of Elaine Neilsen, Chief Business Official, acting in her representative capacity, on behalf of, and for, the Seller only, without any duty to investigate or without any independent investigation having been made, and not based on any implied, imputed or constructive knowledge of Seller.

(p) Change of Representation or Warranty

If between the Effective Date and the Close of Escrow, Seller or Buyer becomes aware of facts or circumstances which would make any of Seller's representations or warranties hereunder materially incorrect, whether as of the Effective Date or any time thereafter to the Close of Escrow, and such facts or circumstances were not caused by any action or inaction by Buyer, such fact or circumstance shall not be construed as a breach by Seller of such applicable representation or warranty, but Buyer shall have the right either to: (i) terminate this Agreement if such fact or circumstance would have a material and adverse impact on the Property or Buyer’s intended development thereof as reasonably determined by Buyer, in which case Buyer shall receive a refund of all Deposits paid by Buyer to the date of termination, and, if the reason for the inaccuracy is the result of any intentional, bad faith action or inaction on the part of the Seller which constitutes a breach of this Agreement by Seller, Buyer shall, in addition, be entitled to be reimbursed for all third party out-of-pocket costs incurred by Buyer in connection with this Agreement and the transaction provided for herein, subject to proof, and not to exceed the combined amount of two hundred fifty dollars (\$250,000) plus the First Additional Deposit, if already released to District, and the Second Additional Deposit, if already released to District, or (ii) waive such condition and proceed to Close of Escrow in accordance with this Agreement in which case the representations and warranties of Seller hereunder shall be deemed modified and remade to incorporate such fact or circumstance as an exception thereto.

Any election to terminate this Agreement by Buyer due to a change of Seller’s representation or warranty shall not become effective until fifteen (15) days after Buyer delivers its termination notice to Seller and only then if Seller fails to remedy or correct such fact or circumstance that has caused the representation or warranty to no longer be true.

3.2 Buyer's Representations and Warranties

Buyer makes the representations and warranties set forth in Sections 3.2(a) through 3.2(f) to Seller.

(a) No Commitments or Agreements

Except for the actions of Buyer in seeking Approval of the Tentative Map or other actions of Buyer, which actions shall be specifically disclosed to Seller in writing, Buyer has made no written commitments to or agreements with any governmental authority or agency materially and adversely affecting the Property, or any part thereof, or any interest therein, which would adversely affect or encumber the Property prior to the Close of Escrow or which would survive the earlier termination of this Agreement.

(b) Ownership and Encumbrances

Buyer shall not, prior to Close of Escrow without the prior written consent of Seller, which consent may be given or denied in Seller's absolute discretion, enter into any lien, encumbrance, easement or license agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property.

(c) Environmental Compliance With respect to the Property, Buyer shall be responsible for any required permits and approvals for proposed development of the Property by Buyer, and for compliance with state and federal environmental law, including but not limited to the California Environmental Quality Act ("CEQA").(d) Full Power and Authority

Neither this Agreement nor anything provided to be done hereunder, including the transfer of title to the Property to Buyer, violates or shall violate any contract, agreement or instrument to which Buyer is a party. Buyer has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The individual(s) executing this Agreement and the instruments to be executed and delivered by Buyer pursuant to this Agreement on behalf of Buyer have the full legal power, right and actual authority to bind Buyer thereto.

(e) Litigation

Except as specifically disclosed to Seller in writing, or otherwise known to the best of Seller's knowledge, there are no actions or proceedings pending or threatened against Buyer, which do or will materially adversely affect Buyer's ability to consummate this transaction and to acquire the Property from the Seller.

(f) Adverse Conditions Affecting Buyer

Buyer has not:

- (1) Made a general assignment for the benefit of creditors;
- (2) Filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors;
- (3) Suffered the appointment of a receiver to take possession of all or substantially all of its assets;
- (4) Suffered the attachment or other judicial seizure of all, or substantially all, of its assets;
- (5) Admitted in writing its inability to pay its debts as they come due;
or
- (6) Made an offer of settlement, extension, or composition to its creditors generally.

(g) Best Knowledge

For purposes of this Section 3.2, the phrase “best of Buyer’s knowledge” means the actual and present knowledge of Adam Kates and Scott Ward acting in their representative capacities, on behalf of, and for, the Buyer only, without any duty to investigate or without any independent investigation having been made, and not based on any implied, imputed or constructive knowledge of Buyer.

(h) Change of Representation or Warranty

If between the Effective Date and the Close of Escrow, Seller or Buyer becomes aware of facts or circumstances which would make any of Buyer’s representations or warranties hereunder materially incorrect, whether as of the Effective Date or any time thereafter to the Close of Escrow, and such facts or circumstances were not caused by any action or inaction by Seller, such fact or circumstance shall not be construed as a breach by Buyer of such applicable representation or warranty but Seller shall have the right either to: (i) terminate this Agreement if such fact or circumstance would have a material and adverse impact on Seller or on the Property if Close of Escrow does not occur, or (ii) waive such condition and proceed to Close of Escrow in accordance with this Agreement in which case the representations and warranties of Buyer hereunder shall be deemed modified and remade to incorporate such fact or circumstance as an exception thereto.

Any election to terminate this Agreement by Seller due to a change of Buyer’s representation or warranty shall not become effective until fifteen

(15) days after Seller delivers its termination notice to Seller, or until the Closing Date, whichever is sooner, and only then if Buyer fails to remedy or correct such fact or circumstance that has caused the representation or warranty to no longer be true.

Article 4

CONDITIONS PRECEDENT

4.1 Seller's Conditions Precedent to Closing of Escrow

The obligation of Seller to complete this transaction pursuant to this Agreement is subject to the satisfaction, at or before the Close of Escrow, of all of the following conditions precedent:

- (a) Buyer must pay the Purchase Price to Seller by depositing into Escrow sufficient, immediately available funds in the applicable amount pursuant to Section 1.2, above;
- (b) Buyer shall have deposited with the Escrow Holder the title insurance and escrow closing costs and documents for which Buyer is responsible;
- (c) This Agreement and the Escrow must not have been canceled or terminated;
- (d) Buyer's representations, and warranties shown above are true as of the Close of Escrow; and
- (e) Buyer must not be in breach or default of any of its material obligations under this Agreement beyond any applicable notice and cure period.

The foregoing conditions precedent are for the benefit of Seller and may only be waived in a writing signed by Seller. If any one of the conditions precedent set forth in this Section is not satisfied or waived in writing prior to the Close of Escrow, Seller shall have the right as its sole and exclusive remedy to terminate this Agreement and, absent Seller's material default, retain the Deposits as liquidated damages; provided, however, that prior to termination of this Agreement by Seller for Buyer's default, Seller shall give Buyer written notice thereof, and Buyer shall have fifteen (15) days from receipt of Seller's notice or until the Closing Date, whichever is sooner, to cure such default. Buyer's failure to close when required hereunder is a default which shall not require any notice nor cure period.

4.2 Buyer's Conditions Precedent to Closing of Escrow

4.2.1 The obligation of Buyer to complete this transaction pursuant to this Agreement is subject to the satisfaction, at or before the Close of Escrow, of all of the following conditions precedent:

- (a) Buyer shall have approved or be deemed to have approved the Inspection Materials during the Feasibility Period;

- (b) Seller shall have deposited with the Escrow Holder the escrow closing costs and documents for which Seller is responsible;
- (c) This Agreement and the Escrow must not have been canceled or terminated;
- (d) Seller's representations and warranties shown above are true as of the Close of Escrow;
- (e) Seller must not be in breach or default of any of its material obligations under this Agreement beyond any applicable notice and cure period; and
- (f) The Title Company will be prepared to issue the Final Title Policy in the name of the Buyer for marketable title, free of restrictions, liens, and encumbrances except for the Permitted Exceptions or otherwise approved or waived in writing by the Buyer.

The foregoing conditions precedent are for the benefit of Buyer and may only be waived in a writing signed by Buyer. If any one of the conditions precedent set forth in this Section is not satisfied or waived in writing prior to the Close of Escrow, Buyer shall have the right either to terminate this Agreement as its sole and exclusive remedy, or to enforce its rights under Section 7.24; provided, however, that prior to termination of this Agreement by Buyer for Seller's default, Buyer shall give Seller written notice thereof, and Seller shall have fifteen (15) days from receipt of Buyer's notice or until the Closing Date, whichever is sooner, to cure such default. Seller's failure to close when required hereunder is a default which shall not require any notice nor cure period. Buyer further acknowledges and agrees that any design review occurring after Approval of the Tentative Map or which is not necessary for Buyer to obtain Approval of the Tentative Map shall not be a condition to the Close of Escrow.

Article 5

ESCROW PROVISIONS; CLOSING

5.1 Escrow, Escrow Holder, and Opening of Escrow

The Parties opened Escrow on January 15, 2014. The Parties shall deliver a fully executed original of this Agreement to Escrow Holder within two (2) days of the Effective Date of this Agreement. For purposes of this Agreement, the term "Escrow Holder" shall mean First American Title Company at the address specified in Article 6 below.

5.2 Escrow Instructions

The Parties shall provide a copy of this Agreement, supplemental escrow instructions, signed by both Parties, and any other document necessary to

consummate the purchase of the Property and to the Close of Escrow as contemplated by this Agreement to the Escrow Holder.

5.3 Close of Escrow

For the purpose of this Agreement, the “Closing Date,” on which date the “Close of Escrow” or “Closing” shall occur, shall, subject to Section 7.16, be the earlier of (i) fifteen (15) days after Buyer obtains Approval of the Tentative Map, or (ii) that certain date which is exactly nine (9) months after the Effective Date of this Agreement.

5.4 Escrow Closing Costs and Prorations

- (a) Seller shall pay the costs associated with this transaction as follows:
 - (1) Any documentary transfer tax imposed by the City and/or County.
 - (2) The cost of obtaining an ALTA (American Land Title Association) standard coverage policy of title insurance.
 - (3) All special taxes or assessments which are attributable for the period prior to the Close of Escrow.
- (b) Buyer shall pay the costs associated with this transaction as follows:
 - (1) The cost of obtaining an ALTA (American Land Title Association) extended coverage policy of title insurance in excess of the cost of an ALTA (American Land Title Association) standard coverage policy of title insurance, including the cost of any survey or any endorsements to the policy requested by Buyer.
 - (2) All recording fees related to this transaction.
 - (3) All special taxes or assessments which are attributable for the period from and after the Close of Escrow.
- (c) Buyer and Seller shall pay all other escrow closing costs according to customary practice in the County.
- (d) Any real estate taxes, utility charges and other expenses from or associated with the Property shall be prorated as of the Closing Date.

5.5 Obligations of Buyer

If all of the conditions precedent under Article 4 have been met or waived, then by Close of Escrow, Buyer must deposit with Escrow Holder, in immediately available funds, the Purchase Price in excess of the Deposits previously paid by Buyer and released to Seller plus all other amounts for which Buyer is

responsible. Buyer must also deposit a Preliminary Change of Ownership Report, if required.

5.6 Obligations of Seller

If all of the conditions precedent under Article 4 have been met or waived, in addition to fulfilling any other obligations required by this Agreement, by Close of Escrow, Seller must deposit into Escrow:

- (a) The Grant Deed attached hereto as Exhibit D, in recordable form and duly signed and acknowledged by Seller (“Grant Deed”);
- (b) All sums and documents necessary to deliver free and clear title to the Property subject only to the Permitted Exceptions;
- (c) Documents reasonably required of Seller by Escrow Holder to carry out the Close of Escrow. By the Close of Escrow, Seller must sign and deposit with Escrow Holder an original California Form 593-C and Certification of Non-Foreign Status (FIRPTA Certificate); and
- (d) Such proof of Seller’s authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Final Title Policy.

5.7 Estimated Closing Statement

The Escrow Holder shall deliver to Buyer and Seller an estimate of the closing costs at least fifteen (15) calendar days before the Close of Escrow.

5.8 Title Policy

Escrow Holder shall deliver to Buyer an ALTA owner’s extended coverage policy of title insurance with western regional exceptions insuring Buyer as fee owner of the Property, subject only to the usual printed title company exceptions and the Permitted Exceptions, in an amount equal to the Purchase Price, issued by Title Company and dated as of the Close of Escrow (“Final Title Policy”).

5.9 Recording of Documents and Delivery of Funds

On receipt of the funds and instruments described in this Article 5, and on the satisfaction or waiver of the conditions precedent to Close of Escrow, Escrow Holder shall:

- (a) Disburse to Seller in immediately available funds the Purchase Price, less any Deposits released to Seller during the Escrow, less any Closing Costs owed by Seller under this Agreement, subject to adjustment for prorations applicable at the Closing;

- (b) Cause the Grant Deed and other documents as specified in this Agreement to be recorded in the Office of the County Recorder of the County of Alameda, California;
- (c) Deliver conformed copies of all recorded documents, and all other appropriate documents to Buyer and Seller on Close of Escrow; and
- (d) Deliver an original of the FIRPTA Certificate to Buyer and Seller on Close of Escrow.

5.10 Cancellation of Escrow

- (a) Escrow Cancellation Charges

If Escrow fails to close because of the default of either Party, the defaulting Party shall be liable for all Escrow cancellation charges. If Escrow fails to close for any other reason, then Buyer shall pay all Escrow cancellation charges.

- (b) **Liquidated Damages**

IF THE CLOSE OF ESCROW DOES NOT OCCUR BECAUSE OF A DEFAULT BY BUYER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, THE PARTIES AGREE THAT SELLER SHALL BE RELEASED FROM ANY OBLIGATION TO SELL THE PROPERTY TO BUYER AND MAY RETAIN, AS LIQUIDATED DAMAGES, ALL DEPOSITS, TOGETHER WITH ANY INTEREST EARNED ON THE DEPOSITS, THAT MAY HAVE BEEN PREVIOUSLY RELEASED TO SELLER OR ACTUALLY HELD IN ESCROW AS LIQUIDATED DAMAGES (“LIQUIDATED DAMAGES”), AND COPIES OF ALL PROPERTY MATERIALS AND THIRD PARTY REPORTS, AS REQUIRED BY SECTION 2.8 OF THIS AGREEMENT. THE PARTIES AGREE THAT SELLER’S ACTUAL DAMAGES IN THE EVENT OF SUCH A BUYER DEFAULT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN, AND THAT SUCH LIQUIDATED DAMAGES REPRESENT A REASONABLE ESTIMATE OF SUCH DAMAGES, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF EXECUTION OF THIS AGREEMENT. UPON CANCELLATION OF THIS AGREEMENT BY SELLER DUE TO THE DEFAULT BY THE BUYER, ESCROW HOLDER SHALL DISBURSE TO SELLER ANY DEPOSITS THEN HELD BY ESCROW HOLDER. SUCH RETENTION OF THE DEPOSITS BY SELLER IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE AS SELLER’S SOLE AND EXCLUSIVE REMEDY FOR BUYER’S BREACH AND SHALL NOT BE DEEMED TO CONSTITUTE A FORFEITURE OR PENALTY WITHIN THE MEANING OF SECTION 3275 OR SECTION 3369 OF THE CALIFORNIA CIVIL CODE OR ANY SIMILAR PROVISION. THIS PROVISION SHALL NOT LIMIT

SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES IN CONNECTION WITH ANY LEGAL PROCEEDINGS INSTITUTED BY EITHER PARTY OR ESCROW HOLDER RELATING TO THIS AGREEMENT, NOR WAIVE OR AFFECT BUYER'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR SELLER'S RIGHTS TO ENFORCE THOSE INDEMNITY OBLIGATIONS.

Initialed by Buyer: _____

Initialed by Seller: _____

5.11 Processing and Cooperation

After expiration of the Feasibility Period (and before that at Buyer's election), Buyer shall direct and continue the processing of the tentative subdivision map, a General Plan amendment, zoning change to a planned development, planned development permit, environmental review, design review (which design review shall be processed by Buyer concurrently with the tentative subdivision map) and all other approvals and consents necessary for the final approval of the tentative map (collectively, the "Tentative Map"). Any design review occurring after Approval of the Tentative Map or which is not necessary for Buyer to obtain Approval of the Tentative Map shall not be a condition to the Close of Escrow. Buyer shall provide Seller with immediate written notice of the Approval of the Tentative Map, but Buyer makes no agreement, representation or warranty concerning its ability to obtain Approval of the Tentative Map in a manner satisfactory to either Buyer or Seller. Seller shall reasonably cooperate with Buyer in connection with Buyer's processing of the Tentative Map, which cooperation shall include the execution (with acknowledgement, if necessary) and delivery within ten (10) business days of Buyer's request of Tentative Map applications and any and all required authorizations, documents or instruments relating to obtaining the Tentative Map. Nothing herein shall require Seller to incur out-of-pocket costs to Buyer or to a third party or parties. If Seller fails timely to execute and deliver those items, the Closing Date shall be extended one (1) day for each day of delay beyond the ten (10) business day period until and including the day Seller executes and delivers such items.

**Article 6
NOTICES**

6.1 Notices

All notices required under this Agreement must be in writing, with a copy sent concurrently to the Escrow Holder. All notices must be addressed to the respective Parties as set forth below or to other addresses and persons as the Parties may designate by written notice to the other Parties. The notices will be effective:

- (a) When personally delivered by the other Party or messenger or courier of the other Party;

- (b) Upon delivery or first attempted delivery after deposit in the United States mail, registered or certified, return receipt requested;
- (c) Upon delivery or first attempted delivery after deposit with a reputable overnight courier or service; or
- (d) On receipt of a telecopy or fax transmission, if a hard copy of the transmission is thereafter delivered in one of the methods described in (a) through (c) above. However, facsimiles sent after 5:00 p.m. PST, or PDT as applicable, are considered to have been sent the next business day.

If to Seller:

Newark Unified School District
Attn: Superintendent
5715 Musick Avenue
Newark, CA 94560
Telephone: (510) 818-4103
Fax: (510) 794-2199

With copies to:

Lozano Smith
Attn: Harold Freiman
2001 North Main Street, Suite 650
Walnut Creek, CA 94596
Telephone: (925) 953-1620
Fax: (925) 953-1625

and

Dutra Cerro Graden, Inc.
dba DCG Commercial
Attn: Dominic Dutra
7600 Dublin Blvd., Suite 275
Dublin, CA 94568
Telephone: (510) 366-9931
Fax: (510) 273-7724

If to Buyer:

Classic Communities, Inc.
Attn: Adam Kates, Vice President
1068 E. Meadow Circle
Palo Alto, CA 94303
Telephone: (650) 213-1120
Fax: (650) 493-9050

With a copy to:

Buchalter Nemer
Attn: Thomas M. Sherwood
55 Second Street, Suite 1700
San Francisco, CA 94105
Telephone: (415) 296-1680
Fax: (415) 296-1780

If to Escrow Holder:

First American Title Insurance Company
Attn: Liz Zankich
1737 N. First Street #500
San Jose, CA 95112
Telephone: (408) 451-7989
Fax: (408) 451-7928
Email: lzankich@firstam.com

Article 7 MISCELLANEOUS PROVISIONS

7.1 1031 Exchange

If requested by Buyer, Seller shall reasonably cooperate with Buyer in completing an exchange qualifying for nonrecognition of gain under section 1031 of the Internal Revenue Code and the applicable provisions of the California Revenue and Taxation Code. Buyer reserves the right to convert this transaction to an exchange at any time before the Closing Date, as long as such exchange does not delay the Closing Date, does not expose Seller to additional costs, expenses or liability and does not obligate Seller to take title to any other property. Buyer agrees and acknowledges, however, that consummation of the transaction contemplated by this Agreement is not predicated or conditioned on completion of such an exchange. If Buyer elects to complete an exchange, Seller shall execute all documents reasonably requested to the extent reasonably required to complete the exchange; provided, however, Seller shall incur no additional liabilities, expenses, or costs connected with the exchange.

7.2 Entire Agreement, Waivers, and Amendments

This Agreement supersedes all negotiations and previous agreements between the Parties related to the purchase and sale of the Property. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by both Parties.

7.3 Exhibits

Exhibits “A” through “D,” attached to this Agreement are made a part of this Agreement by this reference. The Exhibits are as follows:

- “A” - LEGAL DESCRIPTION OF PROPERTY
- “B” - PLAT MAP DEPICTING PROPERTY
- “C” - SELLER’S DISCLOSURES
- “D” - GRANT DEED

7.4 Effect of Recitals

The Recitals shown above are considered true and are binding on Seller and Buyer.

7.5 Section References

Unless otherwise expressly stated, any reference to any Section of this Agreement cited without a decimal includes all Sections following the cited Section. For example, a reference to Section 5 includes 5.1, 5.1(a), et seq.

7.6 Commissions or Brokerage Fees

Seller is represented by Dutra Cerro Graden, Inc., dba DCG Commercial (“Broker”) in connection with this Agreement. Any commission payable to Broker in connection with this transaction shall be paid by Seller in accordance with the terms of a separate listing agreement entered into between Broker and Seller. Except for Broker, Seller and Buyer hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with this Agreement, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Agreement. Each Party agrees to indemnify and defend the other Party against and hold the other Party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys’ fees) with respect to any sales commission or equivalent compensation alleged to be owing on account of the indemnifying Party’s dealings with any real estate broker or agent (provided that Buyer shall not be required to so indemnify and defend Seller on account of Buyer’s dealings with Broker).

7.7 Dispute Resolution

If a dispute arises relating to the interpretation of, enforcement of or compliance with the terms of this Agreement, the Seller and the Buyer shall first attempt to resolve such dispute through informal discussions or negotiations. Any Party may convene such discussions by written notice, and shall reasonably accommodate the other Party with respect to scheduling. If the dispute is not resolved in this manner within twenty (20) calendar days following the written notice, the matter

shall be determined by judicial reference pursuant to the provisions of California Code of Civil Procedure sections 638 through 645.2 (“Judicial Reference Statutes”), except as otherwise modified herein. To the extent that any part of the judicial reference process is not addressed herein, the applicable terms of the Judicial Reference Statutes shall control. The decision of the referee shall be appealable as if rendered by the court. This provision shall in no way be construed to limit any valid cause of action, which may be brought by any of the Parties. Compliance with this process does not waive any Party’s obligation to comply with, or right to assert as a defense, any applicable statute of limitations. The Parties shall agree in writing to toll any applicable statute of limitations for such period as may reasonably be necessary to complete the dispute resolution process. The cost of such proceeding shall initially be borne equally by the Parties, subject to later adjustment pursuant to Section 7.8, below. The Parties acknowledge and accept that they are waiving their right to a jury trial.

7.8 Attorney’s Fees and Costs

In the event of any legal proceeding arising out of or relating to this Agreement, including the judicial reference procedure referred to in Section 7.7 above, the prevailing Party, as declared by a court or adjudicatory body with competent jurisdiction over the matter, shall be entitled to recover its reasonable attorneys’ fees and expenses (including expert witness fees) arising from the proceeding. Attorneys’ fees under this Section shall include attorneys’ fees on any appeal and, in addition, a Party entitled to attorneys’ fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys’ fees to the prevailing Party, the prevailing Party in any lawsuit shall be entitled to its attorneys’ fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement. The amount of attorneys’ fees that may be recovered by any Party under this Section 7.8 shall be limited to the lower of (i) the actual attorneys’ fees or (ii) the actual time of such Party’s attorneys multiplied by the weighted average billing rate of the attorneys handling the legal proceeding arising out of or related to this Agreement for the other Party.

7.9 Third-Party Beneficiaries

This Agreement confers no rights on any party except the signatories to this Agreement.

7.10 Binding on Heirs

This Agreement is binding on the Parties hereto and their respective heirs or representatives, and their permitted transferees, successors, and assigns.

7.11 Assignment

Neither Party shall have the right to transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Buyer may assign this Agreement and its rights hereunder without Seller's consent if such assignment becomes effective simultaneously upon the Close of Escrow and the assignee fully assumes all of Buyer's obligations hereunder in a writing. Any such assignment shall not relieve Buyer of its obligations hereunder. Subject to compliance with this Section, the provisions of this Agreement shall inure to the benefit of and likewise be binding upon each of the Party's successors and/or assigns.

7.12 Obligations Survive Close of Escrow

All obligations to be performed at a time after the Close of Escrow, whether specifically referred to as surviving the Close of Escrow or not, and all covenants, representations and warranties of the Parties, will survive the Close of Escrow. Notwithstanding the foregoing, any claim of Buyer based on an alleged breach or failure of any of Seller's representations of which Buyer had no knowledge as of the Close of Escrow must be made within one (1) year after the Close of Escrow or shall automatically be null, void and of no force or effect whatsoever. For purposes hereof, a claim shall be deemed "made" only upon an official filing of an action with respect to such claim(s) with a court of competent jurisdiction.

7.13 Severability

If any provision of this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination of the other Party. In such event of termination, the Deposits other than the Feasibility Consideration shall be immediately repaid to Buyer.

7.14 Governing Law

This Agreement must be construed according to its fair meaning and as if prepared by both Buyer and Seller. This Agreement must be construed in accordance with the laws of the State of California in effect on the Effective Date. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda.

7.15 Time is of the Essence

Buyer and Seller agree that time is of the essence in this transaction. Therefore, Buyer acknowledges and agrees that it shall use commercially reasonable efforts to obtain the Approval of the Tentative Map.

7.16 Damage/Condemnation

If before Close of Escrow, the Property or any portion thereof is destroyed or damaged, the Seller shall apply all proceeds of any insurance policy applicable to the loss to the restoration of the Property. If, before Close of Escrow, the Property, or any part thereof, or interest therein, becomes subject to a taking by virtue of eminent domain, Seller shall immediately give written notice thereof to Buyer (“Condemnation Notice”). Buyer shall then have the right to terminate this Agreement by giving written notice thereof to Seller and Escrow Holder on or before the date which is thirty (30) days following receipt of the Condemnation Notice by Buyer; provided, however, that if Buyer receives the Condemnation Notice from Seller less than thirty (30) days before the date scheduled for the Close of Escrow, then the date for the Close of Escrow shall be extended at no expense to Buyer to the date which is thirty (30) days after Buyer receives the Condemnation Notice. If Buyer terminates this Agreement pursuant to this Section, then the Deposits other than the Feasibility Consideration shall be immediately repaid to Buyer and neither Party shall have any further rights or obligations to the other Party, except that Buyer shall not be relieved of its obligation to deliver the Third Party Reports as provided in Section 2.8, and the Parties’ indemnification obligations herein shall also survive such termination. If Buyer does not terminate this Agreement pursuant to this Section, then this Agreement shall remain in effect, the Purchase Price shall not be affected, and, as a condition of and upon Close of Escrow, Seller shall assign to Buyer all rights to receive any condemnation award or damages and shall immediately remit to Buyer, upon Seller’s receipt, any condemnation award or damages paid to Seller.

7.17 Headings

Headings at the beginning of each Article and Section are solely for the convenience of the Parties and must not to be construed as enlarging or limiting the language following the headings.

7.18 Nondiscrimination

Buyer and Seller must not discriminate against any person because of race, color, religion, sex, sexual orientation, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

7.19 Rights and Remedies are Cumulative

Unless stated otherwise in this Agreement, the rights and remedies of the Parties are cumulative. A Party’s exercise of any of its right or remedies will not

preclude its exercise, at the same or at different times, of any other rights or remedies for the same, or any other default.

7.20 Possession of Property

The Parties agree that Buyer may take possession of the Property for all purposes immediately following the Close of Escrow.

7.21 Business Days

In this Agreement; “business days” means days other than Saturdays, Sundays, and federal and state legal holidays. If the time for performance of an obligation under this Agreement falls on other than a business day, the time for performance shall be extended to the next business day. Unless time for performance is specified herein as having to occur within a certain number of business days, such time for performance shall instead be deemed to refer to calendar days.

7.22 Force Majeure

No Party shall be deemed to be in default where failure or delay in the performance of any of its obligations under this Agreement is caused by floods, earthquakes, other acts of nature, fires, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond a Party’s reasonable control, prohibitory court actions (such as restraining orders or injunctions) or other causes beyond a Party’s reasonable control. If any such events shall occur, the time for performance by any Party of its obligations hereunder shall be extended for the period of time that such events prevented such performance, provided however that such extension of time shall not extend beyond the Closing of Escrow. Notwithstanding the foregoing, Buyer’s failure to obtain Approval of the Tentative Map shall not be deemed a force majeure event hereunder.

7.23 Condition of Property

Subject to the express covenants, representations and warranties of Seller set forth in this Agreement, Buyer shall accept the Property at the Close of Escrow, in its then AS-IS CONDITION WITH ALL FAULTS.

No person acting on behalf of Seller is authorized to make, and by execution hereof, Buyer acknowledges and agrees that, except as specifically provided in this Agreement, Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the value of the Property; (b) the income to be derived from the Property; (c) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon, including any development of the Property; (d) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; (e) the manner, quality, state of repair or lack of repair of the

Property; (f) the nature, quality or condition of the Property, including without limitation, the water, soil and geology; (g) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (h) the manner, condition or quality of the construction or materials, if any, incorporated into the Property; (i) compliance with any Environmental Laws; (j) the presence or absence of Hazardous Materials at, on, under, or adjacent to the Property; (k) the content, completeness or accuracy of the due diligence materials, including the Property Materials; (l) the conformity of the improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Buyer; (m) the conformity of the Property to past, current or future applicable zoning or building requirements; (n) deficiency of any undershoring; (o) deficiency of any drainage; (p) the fact that all or a portion of the Property may be located on or near an earthquake fault line or located in an Alquist-Priolo special study zone; (q) the existence of vested land use, zoning or building entitlements affecting the Property; or (r) with respect to any other matter concerning the Property except as may be otherwise expressly stated herein, including any and all such matters referenced, discussed or disclosed in any other documents available to Buyer.

7.24 Specific Performance

Buyer and Seller agree that the Property is unique and that Buyer shall be entitled to the remedy of specific performance.

7.25 Signatures and Execution in Counterpart

In order to expedite the transaction contemplated herein, telecopied or electronic PDF signatures may be used in place of original signatures on this Agreement and any other documents necessary to consummate the transaction contemplated by this Agreement. The Parties intend to be bound by the signatures on the telecopied or electronic PDF document, are aware that the other Party will rely on the telecopied or electronic PDF signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions as of the Effective Date first set forth above:

SELLER:

NEWARK UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Its: _____

BUYER:

CLASSIC COMMUNITIES, INC.,
a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CONSENT OF ESCROW HOLDER

(36120 Ruschin Drive, Newark, CA, APN # 092A-0775-046)

SELLER: Newark Unified School District,
a California public school district

BUYER: Classic Communities, Inc., a California corporation

ESCROW NO: _____

The undersigned (“Escrow Holder”) hereby: (1) acknowledges delivery of an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (“Agreement”) dated February __, 2014, between the Seller and Buyer identified above; and (2) agrees to act as the Escrow Holder in accordance with the provisions of the Agreement.

This Consent is executed on February __,
2014

ESCROW HOLDER:

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

By: _____

Name: Liz Zankich

Title: Escrow Officer

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of NEWARK, County of ALAMEDA, State of CALIFORNIA, described as follows:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF RUSCHIN DRIVE, 60 FEET WIDE, WITH THE DIRECT EXTENSION SOUTHWESTERLY OF THE SOUTHEASTERN LINE OF LOT 147, AS SAID DRIVE AND LOT ARE SHOWN ON THE MAP OF "TRACT 2152" ETC., FILED AUGUST 04, 1960 IN BOOK 42 OF MAPS, PAGES 35 TO 37, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; RUNNING THENCE ALONG SAID CENTER LINE OF RUSCHIN DRIVE, SOUTH 61° 50' 14" EAST 389.81 FEET; THENCE CONTINUING ALONG THE LAST NAMED LINE, TANGENT WITH THE LAST NAMED COURSE, SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 1030 FEET, A DISTANCE OF 239.42 FEET TO A POINT FROM WHICH A RADIAL LINE BEARS SOUTH 41° 28' 53" WEST; THENCE ALONG SAID RADIAL LINE, NORTH 41° 28' 53" EAST 30 FEET TO THE NORTHWESTERN LINE OF LOT 148, AS SAID LOT IS SHOWN ON SAID MAP; THENCE ALONG THE LAST NAMED LINE AND ALONG THE DIRECT EXTENSION THEREOF NORTH 28° 09' 46" EAST 172.49 FEET; THENCE NORTH 18° 51' 10" EAST 639.30 FEET; THENCE NORTH 58° 06' 42" WEST 441.02 FEET; THENCE SOUTH 31° 53' 18" WEST 152.69 FEET; THENCE SOUTH 39° 22' 10" WEST 414.57 FEET TO THE DIRECT EXTENSION NORTHEASTERLY OF THE SOUTHEASTERN LINE OF SAID LOT 147; THENCE ALONG THE LAST MENTIONED EXTENDED LINE AND ALONG THE SOUTHEASTERN LINE OF SAID LOT 147, SOUTH 28° 09' 46" WEST 244.49 FEET TO THE NORTHEASTERN LINE OF RUSCHIN DRIVE, AS SAID DRIVE IS SHOWN ON SAID MAP; AND THENCE ALONG SAID DIRECT EXTENSION SOUTHWESTERLY OF SAID SOUTHEASTERN LINE OF SAID LOT 147, SOUTH 28° 09' 46" WEST 30 FEET TO THE POINT OF BEGINNING.

APN: 092A-0775-046

EXHIBIT "B"
PLAT MAP DEPICTING PROPERTY

[Attached]

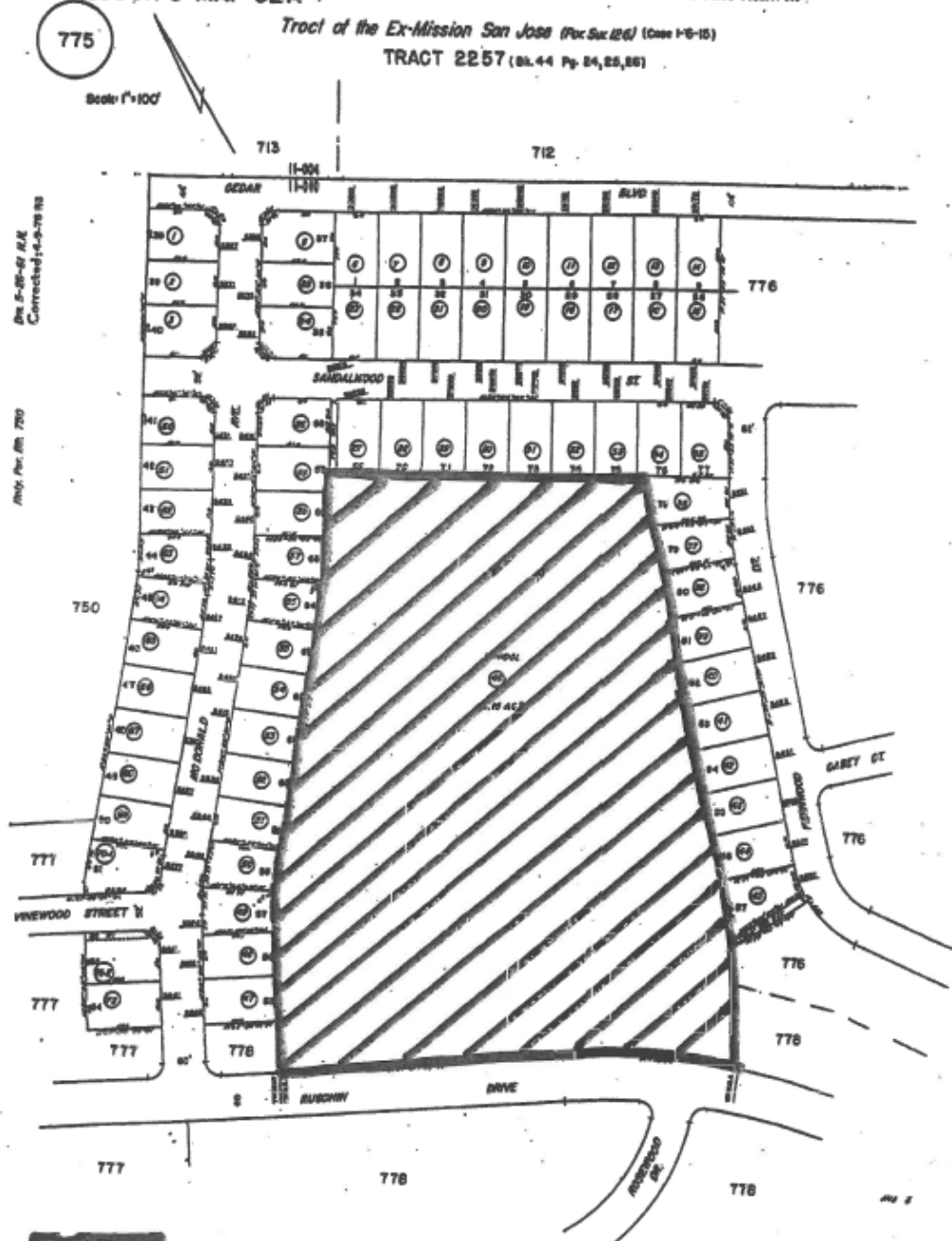
EXHIBIT "B"

ASSESSOR'S MAP 92A

Code Area Nos. 11-00

Tract of the Ex-Mission San Jose (P.C. Sec. 126) (Case 1-0-15)

TRACT 2257 (Bl. 44 Pg. 24, 25, 26)



36120 Ruschin Drive, Newark, CA, APN # 092A-0775-046

EXHIBIT “C”
SELLER’S DISCLOSURES
[Attached]



JCP-LGS Commercial Property Disclosure Reports

For ALAMEDA COUNTY

Property Address: 36120 RUSCHIN DR,
NEWARK, ALAMEDA COUNTY, CA
("Property")

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AERIAL PHOTO COVER PAGE



This map is provided for convenience only to show the approximate location of the Property and is not based on a field survey.

NOTE TO READER: *High-resolution aerial photographs are obtained through periodic surveys by low-altitude aircraft. Surveys are repeated at intervals of several years, and their coverage is limited to populated areas. On rare occasions, the air photo on this page will display a black area, or vacant land where buildings now exist. In these cases, the photo happens to be at the edge of the survey coverage area, or it shows land that has been developed since the time of the latest aerial survey. We apologize for these rare instances, which are beyond our control.*

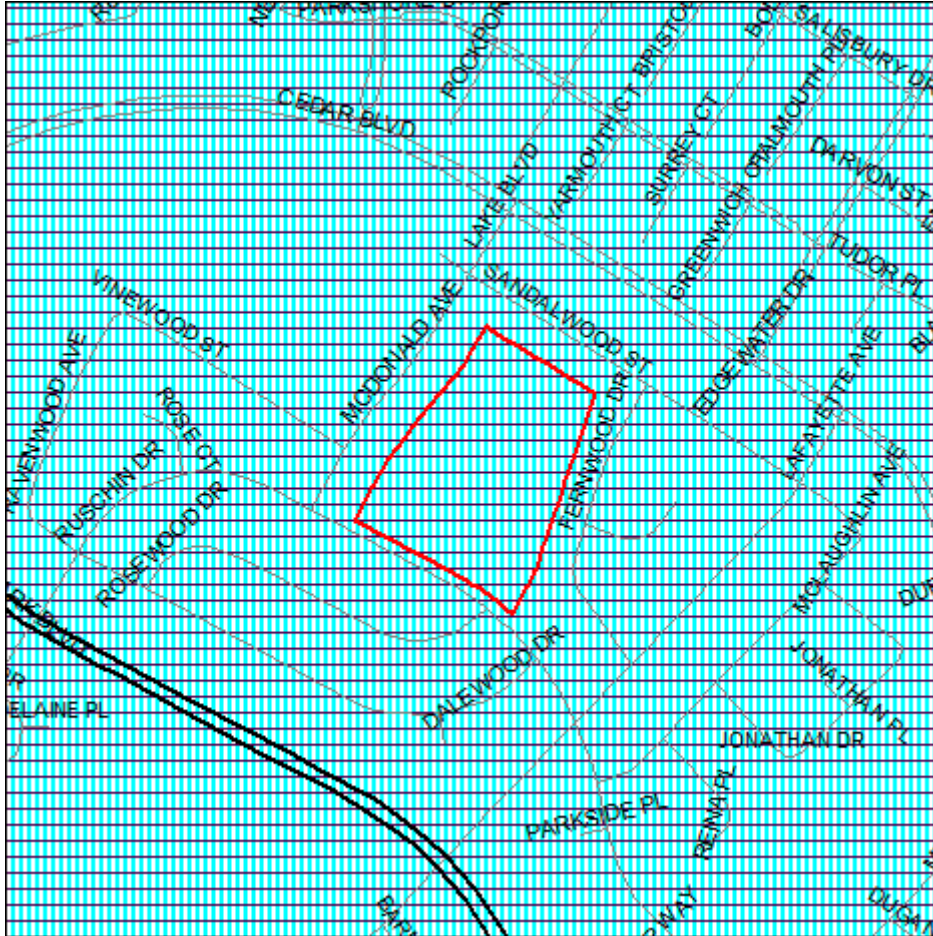
JCP-LGS Property Disclosure Reports | MAP COVER PAGE

Natural Hazard Disclosure Report



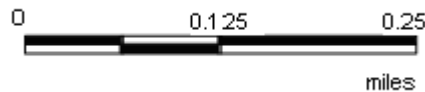
Property Address: 36120 RUSCHIN DR,
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□ Subject Property

	Special Flood Hazard Area
	Area of Potential Flooding, Dam Failure
	Very High Fire Hazard Severity Zone
	Wildland Area, Substantial Forest Fire Risk
	Earthquake Fault Zone
	Seismic Hazard Zone, Landslide
	Seismic Hazard Zone, Liquefaction



This map is provided for convenience only to show the approximate location of the Property and is not based on a field survey.

This COMMERCIAL PROPERTY DISCLOSURE REPORT contains the Commercial Natural Hazard Disclosure Report, the Commercial Tax Report and the Commercial Environmental Report.

THIS REPORT PROVIDES THE STATUTORY DISCLOSURES MANDATED BY CALIFORNIA LAWS SPECIFIED HEREIN AND DELIVERY OF THIS REPORT AND THE EXECUTED STATUTORY FORM IS SUFFICIENT TO MEET THE SAFE HARBOR FOR THE SELLER AND SELLER'S AGENT. THIS REPORT ALSO CONTAINS OTHER IMPORTANT DISCLOSURES AND INFORMATION. SELLER AND SELLER'S AGENT MAY HAVE ADDITIONAL RESPONSIBILITIES FOR CERTAIN DISCLOSURES WITHIN THEIR ACTUAL KNOWLEDGE.



JCP-LGS Commercial Property Disclosure Reports

The Natural Hazard Disclosure Report For ALAMEDA COUNTY

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Natural Hazard Disclosure Statement

The Transferor and its agents disclose in summary form the following information based upon information provided by JCP-LGS REPORTS NATURAL HAZARD DISCLOSURES (the "Third Party Provider") in the JCP-LGS Commercial Property Disclosure Report referenced above (the "Report") for the real property specified above (the "Property").

The information in the Report has not been independently verified by either the Transferor or its agents. By providing the Report, neither Transferor nor its agents are providing any warranty or representation whatsoever about any of such information.

As set forth in the Report in more detail, the Property lies/does not lie (as indicated) within the following hazardous areas or zones:

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.

Yes _____ No X Do not know and information not available from local jurisdiction _____

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.

Yes X No _____ Do not know and information not available from local jurisdiction _____

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this Property is subject to the maintenance requirements of Section 51182 of the Government Code.

Yes _____ No X

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.

Yes _____ No X

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.

Yes _____ No X

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.

Yes (Landslide Zone) ___ Yes (Liquefaction Zone) X

No ___ Map not yet released by state _____

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFeree(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Transferor (Seller) _____ Date _____

Signature of Transferor (Seller) _____ Date _____

Signature of Agent _____ Date _____

Signature of Agent _____ Date _____

Check only one of the following:

Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the Transferor(s) and agent(s).

Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure. Neither Transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. Date 01/28/2014 Rept. No. 1464885

Transferee represents that it has read and understands this summary statement and has received and reviewed the Report. I (We) also have read and understand the "County Level Determinations", "City Level Determinations", "Additional Property Specific Disclosures" and "Advisories" (where applicable) and the map cover page as well as the terms and conditions contained in the Report.

Signature of Transferee(s) _____ Date _____

Signature of Transferee(s) _____ Date _____

ADDITIONAL SIGNATURE REQUIRED: SEE "ACKNOWLEDGEMENT OF RECEIPT"- NEXT PAGE



ACKNOWLEDGEMENT OF RECEIPT

Property Address: 36120 RUSCHIN DR,
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I hereby acknowledge the receipt of the following Disclosures and Advisories:

Natural Hazard Report Disclosures and Advisories
(Signature Required on the NHDS Form – See preceding page)

- ✓ State Level Natural Hazard Disclosures (NHDS Form)
- ✓ Local City and County Level Natural Hazard Disclosures (where applicable)
- ✓ Military Ordnance Disclosure
- ✓ Airport Influence Area / Airport Noise Disclosure
- ✓ San Francisco Bay Conservation and Development Commission Disclosure (where applicable)
- ✓ Methamphetamine Contaminated Property Disclosure Advisory
- ✓ Mold Advisory
- ✓ Radon Advisory
- ✓ Endangered Species Act Advisory
- ✓ Abandoned Mines Advisory
- ✓ Oil & Gas Well Advisory
- ✓ Tsunami Map Advisory

California Property Tax Report Disclosures and Advisories

- ✓ Notice of Special Tax and Assessment (Mello-Roos and 1915 Bond Act)
- ✓ Notice of Supplemental Property Tax Bill
- ✓ Private Transfer Fee Disclosure Advisory

Environmental Report Disclosures and Advisories

- ✓ Notification of known contaminated sites in proximity to the property

_____ Transferor (Seller)	_____ Date	_____ Transferor (Seller)	_____ Date
_____ Transferee (Buyer)	_____ Date	_____ Transferee (Buyer)	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



JCP-LGS Commercial Property Disclosure Reports The Natural Hazard Disclosure Report For ALAMEDA COUNTY

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NATURAL HAZARD DISCLOSURE REPORT TABLE OF CONTENTS

This Report includes the sections as identified in this Table of Contents and is not complete if any one of these components is missing. Additional information may also be included in the form of addendums which are provided as an accommodation and are not an official part of this Report.

Sections		PAGE
SIGNATURE SECTION		
Statutory Form	The statutory disclosures applicable to the Property as required by specified California statutes cited in the NHDS (the "Law")..... SIGNATURE REQUIRED	1
Acknowledgement of Receipt	A document summarizing all of the disclosures and advisories contained in the Report SIGNATURE REQUIRED	2
Table of Contents	Summary of report contents. (This page.).....	3
SUMMARY OF DISCLOSURES SECTION		
Summary of Natural Hazard Disclosure Determinations	A summary of the Statutory (State level) natural hazard disclosures and additional "Local" natural hazard disclosures officially adopted by the County and/or City wherein the Property is located. Not all Counties or Cities have officially adopted maps of sufficient scale to make determinations specific to the Property.....	4
Summary of Additional Property Specific Disclosures & Advisories	A summary of some of the additional disclosures that could affect the value of the property that the State of California along with the California Association of Realtors have required.....	5 - 6
DISCLOSURE EXPLANATION SECTION		
Explanation of Mandatory State Level Disclosures	State Level Disclosures are defined and explained, and official Public Records used for the determinations as well as the reporting standards are identified.....	7 - 9
Explanation of County and City Disclosures (if applicable)	"Local" County and City Level Disclosures are defined and explained, and official Public Records used for the determinations as well as the reporting standards are identified. Any and all disclosures made in this section are based on the local jurisdictions' officially adopted, publicly available hazard maps that are of useable scale in order to make parcel specific determinations	10 - 14
Explanation of Additional Property Specific Disclosures	The State of California along with the California Association of Realtors have required that various property specific disclosures be made that could affect the value of the property. Some of these disclosures are made in this section.	15 - 18
Advisories & Notices	Important advisories and notices dealing with potential general concerns related to real property ownership in California but not specific to the Property. These advisories are not mandated.....	19 - 23
Methods and Limitations (IMPORTANT)	A summary explanation of the methods used to make the disclosure determinations and limitations on liability.....	24 - 25



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SUMMARY OF NATURAL HAZARD DISCLOSURES

*Map N/A: Map not available, and/or not officially adopted by the jurisdiction, and/or not of sufficient scale from which to make parcel specific determinations.

STATE LEVEL DETERMINATIONS

IN	NOT IN	MAP N/A*	Hazards	The Property is:	Refer to page:
	✓		Flood	NOT IN a Special Flood Hazard Area. The Property is IN a FEMA-designated Flood Zone X.	7
✓			Dam	IN an area of potential dam inundation.	7
	✓		Very High Fire Hazard Severity	NOT IN a very high fire hazard severity zone.	8
	✓		Wildland Fire Area	NOT IN a state responsibility area.	8
	✓		Fault	NOT IN an earthquake fault zone designated pursuant to the Alquist-Priolo Act.	9
	✓		Landslide	NOT IN an area of earthquake-induced land sliding designated pursuant to the Seismic Hazard Mapping Act.	9
✓			Liquefaction	IN an area of potential liquefaction designated pursuant to the Seismic Hazard Mapping Act.	9

COUNTY LEVEL DETERMINATIONS

IN	NOT IN	MAP N/A*	Hazards	The Property is:	Refer to page:
	✓		Fault	NOT WITHIN one-eighth of one mile (660 feet) of a mapped Fault that is not bounded by a regulatory fault zone.	11
	✓		Landslide	NOT IN a mapped Landslide deposit larger than 200 feet.	11
✓			Liquefaction	IN a mapped area with a Moderate Liquefaction Susceptibility rating.	11
	✓		Tsunami	NOT IN a mapped Tsunami Inundation Area.	11
	✓		Fire	NOT IN a mapped Fire Hazard Severity Zone in SRA rated Very High, High, or Moderate.	11

CITY LEVEL DETERMINATIONS

IN	NOT IN	MAP N/A*	Hazards	The Property is:	Refer to page:
	✓		Fault	NOT IN a City-designated fault zone	14
	✓		Liquefaction	NOT IN an area of potential liquefaction	14



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SUMMARY OF ADDITIONAL PROPERTY SPECIFIC DISCLOSURES

IN	NOT IN	MAP N/A*	Hazards	The Property is:	Refer to page:
	✓		Former Military Ordnance	NOT WITHIN one mile of a formerly used ordnance site.	15
	✓		Airport Influence Area	NOT IN an airport influence area.	16
	✓		Airport Noise Area for 65 Decibel	NOT IN a delineated 65 dB CNEL or greater aviation noise zone.	17
	✓		Bay Conservation and Development Commission	NOT IN an area that is within the jurisdiction of the San Francisco Bay Conservation and Development Commission.	18



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SUMMARY OF ADVISORIES

ADVISORIES

ADVISORY	ADVISORY NOTATION	Refer to page:
Methamphetamine Contamination	Provides an advisory that a disclosure may be required pursuant to the "Methamphetamine Contaminated Property Cleanup Act of 2005".	19
Mold	Provides an advisory that all prospective purchasers of residential and commercial property should thoroughly inspect the subject property for mold and sources for additional information on the origins of and the damage caused by mold.	19
Radon	Provides an advisory on the risk associated with Radon gas concentrations.	20
Endangered Species	Provides an advisory on resources to educate the public on locales of endangered or threatened species.	21
Abandoned Mines	Provides an advisory on resources to educate the public on the hazards posed by, and some of the general locales of, abandoned mines.	22
Oil and Gas Wells	Provides an advisory on the potential existence of oil and gas wells and sources for additional general and/or specific information.	22
Tsunami Map Advisory	Provides an advisory about maximum tsunami inundation maps issued for jurisdictional emergency planning.	23



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STATUTORY NATURAL HAZARD DISCLOSURE EXPLANATIONS

The statutory Natural Hazard Disclosure Statement on page one of this report does not provide for informing purchasers if the property is only partially within any of the delineated zones or provide additional flood zone information which could be very important to the disclosure process. The following summary is meant to give buyers the additional information they may need to help them in the decision making process and to place the information in perspective.

SPECIAL FLOOD HAZARD AREA

DISCUSSION: Property in a Special Flood Hazard Area (any type of Zone "A" or "V" as designated by the Federal Emergency Management Agency ("FEMA")) is subject to flooding in a "100-year rainstorm." Federally connected lenders are required to have homeowners maintain flood insurance in these zones. A 100-year flood occurs on average once every 100 years, but may not occur in 1,000 years or may occur in successive years. According to FEMA, a home located within a SFHA has a 26% chance of suffering flood damage during the term of a 30-year mortgage. Other types of flooding, such as dam failure, are not considered in developing these zones. In some cases, the insurance requirement may be waived or modified by obtaining a Letter of Map Revision ("LOMR") or Letter of Map Amendment ("LOMA") from the FEMA. This might be possible where flooding is shallow and fill was placed on the site, appropriate flood control measures were taken, or only the lot and no part of the structure is in the zone. Flood insurance for properties in Zones B, C, D, X, X500, X500_Levee, and N is available but is not required. Contact FEMA directly for more information.

Zones A, AO, AE, AH, AR, A1-A30: Area of "100-year" flooding - a 1% or greater chance of annual flooding.

Zones V, V1-V30: Area of "100-year" flooding in coastal (shore front) areas subject to wave action.

Zone B: Area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

Zones C, D: NOT IN an area of "100-year" flooding. Area of minimal (Zone C) or undetermined (Zone D) flood hazard.

Zones X: An area of minimal flood risk. These are areas outside the "500" year flood-risk level.

Zone X500: An area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

Zone X500_LEVEE: An area of moderate flood risk that is protected from "100-year flood" by levee and that is subject to revision to high risk (Zone A) if levee is decertified by FEMA.

Zone N: Area Not Included, no flood zone designation has been assigned or not participating in the National Flood Insurance Program.

Note: If the Property is subject to a Letter of Map Amendment ("LOMA") or a Letter of Map Revision ("LOMR") issued by FEMA, a copy of the LOMA or LOMR must be attached to the Natural Hazard Disclosure Statement ("NHDS") or appropriate disclosure statement. The Company is not always able to determine if the Property is subject to a LOMA or a LOMR. Even if such information is available to the Company, the Company is unable to attach a copy of the LOMA or LOMR to the NHDS. If Seller is aware that the Property is subject to a LOMR or a LOMA, the Seller shall attach a copy to the NHDS and notify the Company.

For more information about flood zones, visit:

http://www.floodsmart.gov/floodsmart/pages/flooding_flood_risks/defining_flood_risks.jsp

PUBLIC RECORD: Official Flood Insurance Rate Maps ("FIRM") compiled and issued by the Federal Emergency Management Agency ("FEMA") pursuant to 42 United States Code §4001, et seq.

AREA OF POTENTIAL FLOODING (DAM FAILURE)

DISCUSSION: Local governmental agencies, utilities, and owners of certain dams are required to prepare and submit inundation maps for review and approval by the California Office of Emergency Services ("OES"). A property within an Area of Potential Flooding Caused by Dam Failure is subject to potential flooding in the event of a sudden and total dam failure with a full reservoir. Such a failure could result in property damage and/or personal injury. However, dams rarely fail instantaneously and reservoirs are not always filled to capacity. Please note that not all dams (such as federally controlled dams) located within the state have been included within these dam inundation zones. Also these maps do not identify areas of potential flooding resulting from storms or other causes.

PUBLIC RECORD: Official dam inundation maps or digital data thereof made publicly available by the State of California Office of Emergency Services ("OES") pursuant to California Government Code §8589.5.



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VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ)

DISCUSSION: VHFHSZs can be defined by the California Department of Forestry and Fire Protection ("Calfire") as well as local fire authorities within "Local Responsibility Areas" where fire suppression is the responsibility of a local fire department. Properties located within VHFHS Zones may have a higher risk for fire damage and, therefore, may be subject to (i) additional construction requirements such as a "Class A" roof for new construction or replacement of existing roofs; and (ii) additional maintenance responsibilities such as adequate vegetation clearance near the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices. Contact the local fire department for a complete list of requirements and exceptions.

PUBLIC RECORD: Maps issued by Calfire pursuant to California Public Resources Code § 51178 recommending VHFHSZs to be adopted by the local jurisdiction within its Local Responsibility Area, or VHFHSZs adopted by the local jurisdiction within the statutory 120-day period defined in California Public Resources Code § 51179.

WILDLAND FIRE AREA (STATE RESPONSIBILITY AREA)

DISCUSSION: The State Board of Forestry classifies all lands within the State of California based on various factors such as ground cover, beneficial use of water from watersheds, probable damage from erosion, and fire risks. Fire prevention and suppression in all areas which are not within a Wildland - State Responsibility Area ("WSRA") is primarily the responsibility of the local or federal agencies, as applicable.

For property located within a WSRA, please note that (1) there may be substantial forest fire risks and hazards; (2) except for property located within a county which has assumed responsibility for prevention and suppression of all fires, it is NOT the state's responsibility to provide fire protection services to any building or structure located within a WSRA unless the Department has entered into a cooperative agreement with a local agency; and (3) the property owner may be subject to (i) additional construction requirements such as a "Class A" roof for new construction or replacement of existing roofs; and (ii) additional maintenance responsibilities such as adequate vegetation clearance near the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices.

The existence of local agreements for fire service is not available in the Public Record and, therefore, is not included in this disclosure. For very isolated properties with no local fire services or only seasonal fire services there may be significant fire risk. If the Property is located within a WSRA, please contact the local fire department for more detailed information.

PUBLIC RECORD: Official maps issued by the California Department of Forestry and Fire Protection ("Calfire") pursuant to California Public Resources Code § 4125.

SRA Fire Prevention Benefit Fee Advisory

On January 23, 2012, the State Board of Forestry and Fire Protection ("Board") adopted an emergency regulation that implements a Fire Prevention Benefit Fee ("Benefit Fee") imposed annually on property owners in wildland areas where the state has responsibility for providing fire protection. According to the adopted regulation, the Benefit Fee is one hundred-fifty dollars (\$150.00) per habitable structure in the State Responsibility Area ("SRA"), including single-family homes, multi-dwelling structures, mobile and manufactured homes, and condominiums. The Board regulation is pursuant to Chapter 1.5 (commencing with Section 4210) to Part 2 of Division 4 of the Public Resources Code (also known as Assembly Bill X1 29). The regulation allows a fee reduction of thirty-five dollars (\$35.00) per habitable structure located in the SRA and within the boundaries of a local agency that provides fire protection services. For more information, please refer to "Part 7. State Responsibility Area Fire Prevention Fee" in the JCP-LGS Property Tax Report.



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EARTHQUAKE FAULT ZONE

DISCUSSION: Earthquake Fault Zones are delineated and adopted by California as part of the Alquist-Priolo Earthquake Fault Zone Act of 1972. Property in an Earthquake Fault Zone ("EF Zone") does not necessarily have a fault trace existing on the site. EF Zones are areas or bands delineated on both sides of known active earthquake faults. EF Zones vary in width but average one-quarter (1/4) mile in width with the "typical" zone boundaries set back approximately 660 feet on either side of the fault trace. The potential for "fault rupture" damage (ground cracking along the fault trace) is relatively high only if a structure is located directly on a fault trace. If a structure is not on a fault trace, shaking will be the primary effect of an earthquake. During a major earthquake, shaking will be strong in the vicinity of the fault and may be strong at some distance from the fault depending on soil and bedrock conditions. It is generally accepted that properly constructed wood-frame houses are resistant to shaking damage.

PUBLIC RECORD: Official earthquake fault zone or special study zone maps approved by the State Geologist and issued by the California Department of Conservation, California Geological Survey pursuant to California Public Resources Code §2622.

SEISMIC HAZARD MAPPING ACT ZONE

DISCUSSION: Official Seismic Hazard Zone ("SH Zone") maps delineate Areas of Potential Liquefaction and Areas of Earthquake-Induced Landsliding. A property that lies partially or entirely within a designated SH Zone may be subject to requirements for site-specific geologic studies and mitigation before any new or additional construction may take place.

Earthquake-Induced Landslide Hazard Zones are areas where the potential for earthquake-induced landslides is relatively high. Areas most susceptible to these landslides are steep slopes in poorly cemented or highly fractured rocks, areas underlain by loose, weak soils, and areas on or adjacent to existing landslide deposits. The CGS cautions these maps do not capture *all* potential earthquake-induced landslide hazards and that earthquake-induced ground failures are not addressed by these maps. Furthermore, no effort has been made to map potential run-out areas of triggered landslides. It is possible that such run-out areas may extend beyond the zone boundaries. An earthquake capable of causing liquefaction or triggering a landslide may not uniformly affect all areas within a SH Zone.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a soil phenomenon that can occur when loose, water saturated granular sediment within 40 feet of the ground surface, are shaken in a significant earthquake. The soil temporarily becomes liquid-like and structures may settle unevenly. The Public Record is intended to identify areas with a relatively high potential for liquefaction but not to predict the amount or direction of liquefaction-related ground displacement, nor the amount of damage caused by liquefaction. The many factors that control ground failure resulting from liquefaction must be evaluated on a site specific basis.

PUBLIC RECORD: Official seismic hazard maps or digital data thereof approved by the State Geologist and issued by the California Department of Conservation, California Geological Survey pursuant to California Public Resources Code §2696.

STATUTORY NATURAL HAZARD DISCLOSURE REPORTING STANDARD: "IN" shall be reported if any portion of the Property is located within any of the above zones as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within any of the above zones as delineated in the Public Record.

"Map Not Available" shall be reported in areas not yet evaluated by the governing agency according to the Public Record. Please note that "Map Not Available" will be applicable to most portions of the state. Official Seismic Hazard Zone ("SH Zone") maps delineate Areas of Potential Liquefaction and Areas of Earthquake-Induced Landsliding.



JCP-LGS Commercial Property Disclosure Reports The Natural Hazard Disclosure Report For ALAMEDA COUNTY

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("Property")

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LOCAL COUNTY-LEVEL AND CITY-LEVEL NATURAL HAZARD DISCLOSURE EXPLANATIONS

PUBLIC RECORDS AND LOCAL REPORTING STANDARDS

HAZARD MAPS IN THE LOCAL GENERAL PLAN: In addition to those federal and state maps associated with disclosures specified under the Law, counties and cities have additional maps which depict various geologic and seismic hazards that local agencies consider when approving land use and development permit applications. These may include maps contained in the Safety Element and/or Seismic Safety Element of a General Plan that has been officially adopted by a city of county.

Unless otherwise specified, only those officially adopted Safety Element or Seismic Safety Element maps (or digital data thereof) which are publicly available, are of a scale, resolution, and quality that readily enable parcel-specific hazard determinations, and are consistent in character with those statutory federal or state disclosures will be considered for eligible for use as the basis for county- or city-level disclosures set forth in this Report. Please also note:

- If an officially adopted Safety Element or Seismic Safety Element map relies on data which is redundant of that used for state-level disclosures, this Report will indicate so and advise Report recipients to refer to the state-level hazard discussion section for more information.
- If an officially adopted Safety Element or Seismic Safety Element cites underlying maps created by another agency, those maps may be regarded as incorporated by reference and may be used as the basis for parcel-specific determinations if those maps meet the criteria set forth in this section.
- Because county- and city-level maps are developed independently and do not necessarily define or delineate a given hazard the same way, the boundaries for the "same" hazard may be different.

If one or more maps contained in the Safety Element and/or Seismic Safety Element of an officially adopted General Plan are used as the basis for local disclosure, those maps will appear under the "Public Record(s) Searched" for that county or city.

REPORTING STANDARDS

A good faith effort has been made to disclose all hazard features on pertinent Safety Element and Seismic Safety Element maps with well-defined boundaries; however, those hazards with boundaries that are not delineated will be deemed not suitable for parcel-specific hazard determinations. Some map features, such as lines drawn to represent the location of a fault trace, may be buffered to create a zone to facilitate disclosure. Those map features which can not be readily distinguished from those representing hazards may be included to prevent an omission of a hazard feature. If the width of a hazard zone boundary is in question, "IN" will be reported if that boundary impacts any portion of a property. Further explanations concerning specific map features peculiar to a given county or city will appear under the "Reporting Standards" for that jurisdiction.

PUBLIC RECORDS VS. ON-SITE EVALUATIONS

Mapped hazard zones represent evaluations of generalized hazard information. Any specific site within a mapped zone could be at less or more relative risk than is indicated by the zone designation. A site-specific evaluation conducted by a geotechnical consultant or other qualified professional may provide more detailed and definitive information about the Property and any conditions which may or do affect it.

PROPERTY USE AND PERMITTING

No maps beyond those identified as "Public Record(s)" have been consulted for the purpose of these local disclosures. These disclosures are intended solely to make Report recipient(s) aware of the presence of mapped hazards. For this reason – and because local authorities may use on these or additional maps or data differently to determine property-specific land use and permitting approvals - Report recipients are advised to contact the appropriate local agency, usually Community Development, Planning, and/or Building, prior to the transaction to ascertain if these or any other conditions or related regulations may impact the Property use or improvement.



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ALAMEDA COUNTY GEOLOGIC DISCUSSION

PUBLIC RECORD(S) SEARCHED: The following Public Records, contained in the Safety Element of the Alameda County General Plan as officially adopted in January 2013, are used for the county-level disclosure(s) below: "S-1: Faults"; "S-2: Liquefaction Risk"; "S-3: Tsunami Risks"; "S-4: Landslide Risks"; and "S-5: Fire Hazards". **Important Note:** Maps contained in the Safety Element only depict specified hazards within unincorporated portions of Alameda County; however, the cited source data specified in each Safety Element exhibit depicts the location of these same hazards in both incorporated and unincorporated areas of Alameda County. As such, the hazard as depicted in the underlying source data for each hazard depicted in the Public Record shall be used for reporting purposes.

FAULT

Alameda County has been subject to numerous seismic events, originating both on faults within and beyond the County. Six major Bay Area earthquakes have occurred since 1800 that have affected the County, and at least two of the faults that produced them run through or into the County. These earthquakes and the originating faults include the 1836 and 1868 earthquakes on the Hayward-Rogers Creek fault, and the 1861 earthquake on the Calaveras fault. Three earthquakes, in 1838, 1906 and 1989 originated on the San Andreas fault, west of the County near San Francisco or to the south. The Working Group of California Earthquake Probabilities has determined that earthquakes of equally destructive forces are a certainty within the region. According to their findings, the Hayward-Rodgers Creek fault system is estimated to have a probability of 31% of producing an earthquake of a magnitude of 6.7 or higher within the next 30 years, this probability is the highest of the Bay Area faults. Faults that have been active during the Holocene period, approximately the last 11,000 years, are considered to be active faults, and those faults that have been active during the Quaternary period, approximately the last 1.8 million years, are considered to be potentially active faults. This serves to differentiate faults for which sufficient evidence of recent activity has been noted to explicitly include them as known geologic hazards, distinct from those faults for which recent displacement is known or suspected, and whose latest activity has not been determined, but may have been within approximately the last 11,000 years. In addition to faults that have been classified as active or potentially active, there are others whose activity has not been clearly established by presently available information. The Public Record identifies the location of active and potentially active faults within the County. Other active faults within the unincorporated areas include the Calaveras, Greenville, and Las Positas faults, as well as several potentially active faults and unnamed secondary faults adjacent to these faults. There are few or no studies pertaining to these additional secondary faults; therefore it is unknown if these faults may or may not experience secondary ground rupture during a large earthquake.

Reporting Standards: California's Alquist-Priolo Fault Zone Act (1972) established a standard for the width of a regulatory fault zone -- one-eighth of one mile on both sides of an active fault trace. For county-level reporting purposes, "WITHIN" shall be reported if any portion of the Property is within one-eighth of one mile (660 feet) of a "Fault" as delineated in the Public Record that is not bounded by a regulatory fault zone. "NOT WITHIN" shall be reported if no portion of the Property is situated within one-eighth of one mile of a "Fault" delineated in the Public Record.

LANDSLIDE

Landslides and slope instability are generally caused by earthquakes, weak materials, stream and coastal erosion, and heavy rainfall. The rate of landsliding is affected by the type and extent of vegetation, the slope angle, the degree of water saturation, the strength of the rocks, and the mass and thickness of the deposit. Certain human activities also tend to make earth materials less stable and increase the chance of ground failure. Activities contributing to instability include extensive irrigation, poor drainage or ground-water withdrawal, removal of stabilizing vegetation and over-steepening of slopes by undercutting them or overloading them with artificial fill. The causes of failure, which normally produce landslides and differential settlement, are augmented during earthquakes. As a result of these potential risks, construction on slopes steeper than about 15 percent typically requires special grading, special foundation design, or site modification to mitigate slope ground conditions and reduce the potential for slope instability. Threats to structures would be greatest in areas that are close to natural channels or are situated on potentially unstable slopes. The Public Record depicts "landslide deposits larger than 200 feet" as well as "landslide deposits larger than 200 feet (identification uncertain)". According to the Safety Element, site-specific geologic hazard assessments, conducted by a licensed geologist, shall be completed prior to development approval in areas with landslide hazards as indicated in the Public Record.

Reporting Standards: For county-level reporting purposes, "IN" shall be reported if any portion of the Property is located within an area mapped as a "landslide deposit larger than 200 feet" or a "landslide deposit larger than 200 feet (identification uncertain)" as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within an area mapped as a "landslide deposit larger than 200 feet" or a "landslide deposit larger than 200 feet (identification uncertain)" as delineated in the Public Record.



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LIQUEFACTION

Liquefaction is the rapid transformation of saturated, loose, fine-grained sediment to a fluidlike state and is typically caused by strong ground shaking during an earthquake. Liquefaction can result in substantial loss of life, injury, and damage to property. In addition, liquefaction increases the hazard of fires because of explosions induced when underground gas lines break, and because the breakage of water mains substantially reduces fire suppression capability. The potential for liquefaction to occur depends on both the susceptibility of near-surface deposits to liquefaction, and the likelihood that ground motions will exceed a specified threshold level. Because many portions of the Planning Area are situated in the vicinity of an active fault, the immediate area surrounding the earthquake epicenter will be exposed to strong ground shaking should a large earthquake occur. Areas most susceptible to liquefaction are underlain by loose granular sediments and low-lying lands adjacent to creeks and estuaries. According to the Safety Element, site-specific geologic hazard assessments, conducted by a licensed geologist, shall be completed prior to development approval in areas with liquefaction hazards as indicated in the Public Record.

Reporting Standards: For county-level reporting purposes, "IN" shall be reported as will the more/most severe "Liquefaction" rating ("Very High", "High", "Moderate", "Low" or "Very Low") affecting any portion of the Property as delineated in the Public Record.

TSUNAMI

A major hazard associated with earthquakes is water inundation resulting from a tsunami or seiche. Tsunamis are a series of waves typically produced by an offshore earthquake, volcanic eruption, or landslide. A tsunami with a wave height of 20 feet at the Golden Gate Bridge, which is likely to occur approximately once every 200 years, would result in a runup of less than 10 feet above sea level on lands surrounding the San Francisco Bay. Some areas of San Lorenzo may be subject to flooding if a tsunami were to occur.

Reporting Standards: For county-level reporting purposes, "IN" shall be reported if any portion of the Property is located within a mapped "Tsunami Inundation Area" as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within a mapped "Tsunami Inundation Area" as delineated in the Public Record.

FIRE

Fire hazards exist in both developed and undeveloped areas. Those occurring in developed areas typically include buildings, rubbish, automobiles, and grass fires on vacant lots. Those in undeveloped areas often include large brush and grass fires. Alameda County is subject to the threat from urban fires, and especially wildland fires, due to its hilly terrain, weather conditions, and the nature of its plant coverage. Due to the intensity of development, the number of the potentially affected populations, and the difficulties of containment, the County must also devote major resources to controlling potential fire hazards in its urban areas. In order to quantify this potential risk, California Department of Forestry (CDF) has developed a Fire Hazard Severity Scale which utilizes three criteria in order to evaluate and designate potential fire hazards in wildland areas. The criteria are fuel loading (vegetation), fire weather (winds, temperatures, humidity levels and fuel moisture contents) and topography (degree of slope).

Reporting Standards: For county-level reporting purposes, "IN" shall be reported as will the more/most severe "Fire Hazard Severity Zones in SRA" rating ("Very High", "High", or "Moderate") affecting any portion of the Property as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within one or more of the "Fire Hazard Severity Zones in SRA" as delineated in the Public Record.

OTHER HAZARDS

The "Fire Hazard Severity Zones in LRA" depicted in "S-5: Fire Hazards" are redundant of, or less extensive than, the those current as of the adoption date of the County General Plan and are already subject to statutory disclosure. For more information please refer to the state-level discussion Very High Fire Hazard Severity Zones in the preceding section of this Report. The "Flood Plains" depicted in "S-6: Flood Hazards" are redundant of FEMA DFIRM data effective August 3, 2009 but do not include subsequent updates. For the most current FEMA Flood zone information subject to statutory disclosure please refer to the state-level discussion Special Flood Hazard Areas in the preceding section of this Report. The "Dam Failure Inundation Areas" depicted in "S-7: Dam Inundation" has inundation boundaries redundant of those already subject to statutory disclosure based on maps issued by the California Emergency Management Agency/Office of Emergency Services. For more information please refer to the state-level discussion Area of Potential Flooding (Dam Inundation) in the preceding section of this Report.

The following natural hazards are discussed at length but not mapped in the County Safety Element:

GROUND SHAKING

Ground shaking is the source of the most widespread earthquake damage. An earthquake produces seismic waves that emanate in all directions from the fault rupture surface. The seismic waves cause strong ground shaking, which typically is



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strongest near the fault and diminishes as the waves move through the earth away from the fault. The severity of ground shaking at a particular site is controlled by the interaction of several factors, including the distance from the earthquake source; earthquake magnitude; the directivity (focusing of earthquake energy along the fault axis rather than perpendicular to the fault); and condition of underlying geologic materials (bedrock, sediment, soils, and man-made fill). Research occurring after the 1989 Loma Prieta earthquake has shown that areas underlain by unconsolidated, or man-made fill may amplify the strength and duration of strong ground motions, increasing the risk of damage. These findings are consistent with earlier evidence suggesting that structures placed on man-made fill are especially susceptible to earthquake hazards. Strong ground shaking caused by fault movement during an earthquake has the potential to result in significant loss of life and property damage throughout the Planning Area. Maximum ground shaking would be expected to result from a large earthquake on one of the nearby active faults, although strong ground shaking may also occur as a result of moderate or large earthquakes on other faults in the San Francisco Bay region.

Reporting Standards: No determination is reported because the Public Record does not include a map which delineates the boundaries for this hazard within Alameda County.

SURFACE RUPTURE

Surface fault rupture occurs when a movement on a fault deep within the earth breaks through the surface causing ground displacement. Ground rupture occurs along fault lines, and is normally limited to a fairly narrow zone along the trend of the primary fault, and to a lesser degree along secondary faults. The Alquist-Priolo Fault Zoning Act was developed by the State of California to regulate development occurring near active faults and to mitigate the risks associated with surface rupture.

Reporting Standards: No determination is reported because the Public Record does not include a map which delineates the boundaries for this hazard within Alameda County.

SEICHE

A seiche is a long wave set up on an enclosed body of water such as a lake or reservoir that can travel back and forth at regular periods determined by the depth and size of the water body and which can cause shoreline inundation. Seiches are usually caused by unusual tides, winds or currents, but may also be triggered by earthquake ground motion. The largest seiche wave ever measured in the San Francisco Bay, following the 1906 earthquake, was four inches high. Despite this occurrence, the Bay Area has not been adversely affected by seiches during its history within this seismically active region of California. While damage caused by a seiche has not been reported since the 1906 earthquake, the various lakes and reservoirs within the unincorporated areas may be at risk of a seiche in the event of an earthquake.

Reporting Standards: No determination is reported because the Public Record does not include a map which delineates the boundaries for this hazard within Alameda County.



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CITY OF NEWARK GEOLOGIC ZONES DISCUSSION

PUBLIC RECORD(S) SEARCHED: The following Public Record, contained in the Safety Element of the City General Plan as adopted by the Newark City Council in 1992, is utilized for those city-level disclosures below: "Map of Estimated Relative Damage Potential (Due to Seismically Induced Forces)" prepared by Earth Science Associates" prepared by Pacific Geotechnical Engineers and incorporated by reference into the General Plan.

FAULT

There are no known active faults traversing the City. Previous analysis indicates a buried trace of the Silver Creek Fault through the City, although the possibility of ground rupturing is remote.

Reporting Standards: If any portion of the Property is located within one-eighth of one mile (660 feet) of a fault as delineated in the Public Record, "WITHIN" shall be reported.

LIQUEFACTION

The City defines four potential earthquake shaking damage zone designated as Seismic Zones I through IV. Zone I represents areas with the least potential for shaking damage relative to the other areas and Zone IV represents areas with the greatest potential for seismic-shaking damage. The zones are partially defined by the type of soil (silt, sand or clay) that underlies the area, this classification scheme does not mean that Zone IV areas are necessarily at significantly greater risk than Zone I areas. The entire City is subject to a moderately high potential for damage resulting from a significant earthquake. Even so, Seismic Zones IIb through IV have a potential for localized liquefaction. Liquefaction is a rare loss of ground strength that can occur when water-saturated, granular soils (sand for example) are shaken in a significant earthquake.

- **Seismic Zone I** represents alluvial fan deposits (sediments deposited where streams exit at the base of hills) consisting of unconsolidated silt, sands clays and gravels.
- **Seismic Zones IIa and IIb** represent fluvial (river or stream) deposits consisting of unconsolidated silt, sands, and clay. Liquefaction is possible in localized areas of zone IIb.
- **Seismic Zone III** represents inter-fluvial basin deposits (sediments deposited in areas between rivers or streams) consisting of highly plastic, organic- rich clay and silt. These deposits are locally subject to liquefaction and differential settlement.
- **Seismic Zone IV** represents marshland and coastal flood plain areas underlain by Bay mud. These areas are subject to strong shaking, liquefaction, and differential settlement.

Reporting Standards: If any portion of the Property is in a "Seismic Zone IIb," Seismic Zone III," or "Seismic Zone IV" as delineated in the Public Record, "IN" shall be reported.



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ADDITIONAL PROPERTY SPECIFIC DISCLOSURES

FORMER MILITARY ORDNANCE SITE DISCLOSURE

DISCUSSION: Former Military Ordnance (FUD) sites can include sites with common industrial waste (such as fuels), ordnance or other warfare materiel, unsafe structures to be demolished, or debris for removal. California Civil Code §1102.15 requires disclosure of those sites containing unexploded ordnance. "Military ordnance" is any kind of munitions, explosive device/material or chemical agent used in military weapons. Unexploded ordnance are munitions that did not detonate. NOTE: most FUD sites do not contain unexploded ordnance. Only those FUD sites that the U.S. Army Corps of Engineers (USACE) has identified to contain Military Ordnance or have mitigation projects planned for them are disclosed in this report. Additional sites may be added as military installations are released under the Federal Base Realignment and Closure (BRAC) Act. Active military sites are NOT included on the FUD site list.

PUBLIC RECORD: Data contained in Inventory Project Reports, Archives Search Reports, and related materials produced for, and made publicly available in conjunction with, the Defense Environmental Restoration Program for Formerly Used Defense Sites by the U.S. Army Corps of Engineers. Sites for which no map has been made publicly available shall not be disclosed.

REPORTING STANDARD: If one or more facility identified in the Public Record is situated within a one (1) mile radius of the Property, "WITHIN" shall be reported. The name of that facility or facilities shall also be reported.



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AIRPORT INFLUENCE AREA DISCLOSURE

DISCUSSION:

Certain airports are not disclosed in this report. JCP-LGS has made a good faith effort to identify the airports covered under California Business and Professions Code, Section 11010. Sources consulted include official land use maps and/or digital data made available by a governing Airport Land Use Commission (ALUC) or other designated government body. Most facilities for which an Airport Influence Area has been designated are included on the "California Airports List" maintained by the California Department of Transportation's Division of Aeronautics. Not disclosed in this report are public use airports that are not in the "California Airports List", airports that are physically located outside California, heliports and seaplane bases that do not have regularly scheduled commercial service, and private airports or military air facilities unless specifically identified in the "California Airports List". **If the seller has actual knowledge of an airport in the vicinity of the subject property that is not disclosed in this report, and that is material to the transaction, the seller should disclose this actual knowledge in writing to the buyer.**

Most facilities for which an Airport Influence Area has been designated are included on the "California Airports List" maintained by the California Department of Transportation's Division of Aeronautics. The inclusion of military and private airports varies by County, and heliports and seaplane bases are not included, therefore, airports in these categories may or may not be included in this disclosure.

NOTE: Proximity to an airport does not necessarily mean that the property is exposed to significant aviation noise levels. Alternatively, there may be properties exposed to aviation noise that are greater than two miles from an airport. Factors that affect the level of aviation noise include weather, aircraft type and size, frequency of aircraft operations, airport layout, flight patterns or nighttime operations. Buyer should be aware that aviation noise levels can vary seasonally or change if airport usage changes.

PUBLIC RECORD: Based on officially adopted land use maps and/or digital data made publicly available by the governing ALUC or other designated government body. If the ALUC or other designated government body has not made publicly available a current officially adopted airport influence area map, then California law states that "a written disclosure of an airport within two (2) statute miles shall be deemed to satisfy any city or county requirements for the disclosure of airports in connection with transfers of real property."

REPORTING STANDARD: "IN" shall be reported along with the facility name(s) and the "Notice of Airport in Vicinity" if any portion of the Property is situated within either (a) an Airport Influence Area as designated on officially adopted maps or digital data or (b) a two (2) mile radius of a qualifying facility for which an official Airport Influence Area map or digital data has not been made publicly available by the ALUC or other designated governing body. "NOT IN" shall be reported if no portion of the Property is within either area.



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AIRPORT NOISE DISCLOSURE

DISCUSSION: California Civil Code §1102.17 requires the seller(s) of real property who has/have actual knowledge that the property in the transaction is affected by airport use must give written notice of that knowledge, as soon as practicable, before transfer of title.

Under the Federal Aviation Administration's *Airport Noise Compatibility Planning Program* Part 150, certain 65 decibel (dB) Community Noise Equivalent Level (CNEL) contour maps have been produced for some airports. ***Not all airports have produced noise exposure maps. A property may be near or at some distance from an airport and not be within a delineated noise exposure area, but still experience aviation noise. Unless 65dB CNEL contour maps are published, helipads and military sites are not included in this section of the Report.***

The *Airport Noise Compatibility Planning Program* is voluntary and not all airports have elected to participate. Furthermore, not all property in the vicinity of an airport is exposed to 65dB CNEL or greater average aviation noise levels. Conversely a property may be at some distance from an airport and still experience aviation noise. Buyer should be aware that aviation noise levels can vary seasonally or change if airport usage changes after a map is published or after JCP-LGS receives the updated maps within the schedule set by JCP-LGS. JCP-LGS uses the most seasonally conservative noise exposures provided.

Federal funding may be available to help airports implement noise reduction programs. Such programs vary and may include purchasing properties, rezoning, and insulating buildings for sound within 65dB areas delineated on CNEL maps. Airport owners have also cooperated by imposing airport use restrictions that include curfews, modifying flight paths, and aircraft limitations.

PUBLIC RECORD: Certain 65 decibel (dB) Community Noise Equivalent Level (CNEL) contour maps produced under the Federal Aviation Administration's *Airport Noise Compatibility Planning Program* Part 150.

REPORTING STANDARD: "IN" shall be reported if any portion of the Property is situated within a 65 decibel Community Noise Equivalent Level contour identified in the Public Record. "NOT IN" shall be reported if no portion of the Property is situated within a 65 decibel Community Noise Equivalent Level contour identified in the Public Record.



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SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION DISCLOSURE

DISCUSSION: As of July 1, 2005, sellers of certain real estate must disclose if the boundary of the property is determined to be (1) within 100 feet of the San Francisco Bay shoreline as mapped in 1997 by the National Ocean Survey (NOS), an agency of the National Oceanographic and Atmospheric Administration (NOAA); or (2) within another mapped zone established by the Bay Conservation and Development Commission (BCDC). The BCDC has regulatory jurisdiction within 100 feet inland from the point of "mean higher high water" as mapped by the NOS, and within other zones the agency has defined along the San Francisco Bay margin (BCDC Memo entitled "Guidance on Determining Commission Jurisdiction Pursuant to Senate Bill 1568").

Notice is required to prevent unknowing violations of the law by new owners who were unaware that certain activities on the real property are subject to the BCDC's permit requirements. **The BCDC notes that the Bay is a highly dynamic environment and the shoreline changes over time (see Discussion below). In addition, there is inherent uncertainty in the shoreline position as mapped by the NOS or any agency. The BCDC advises the buyer and other interested parties to contact its office if a more authoritative jurisdictional determination is desired. The BCDC office is located at 50 California Street, Suite 2600, San Francisco, California 94111, and can be reached at (415) 352-3600, or by email to info@bcdc.ca.gov**

The BCDC has issued maps for some parts of its jurisdiction, including the San Francisco Bay Plan maps (California Code of Regulations, Title 14, Section 10121) and the Suisun Marsh Plan maps (Nejedly-Bagley-Z'berg Suisun Marsh Preservation Act of 1974). Official maps have not been issued for other parts of the BCDC jurisdiction (McAteer-Petris Act areas) because the Bay is a highly dynamic environment and the shoreline changes over time (in part because the sea level also changes over time). In those areas where official BCDC maps are not available or along the edges of the BCDC's mapped jurisdiction, to meet the disclosure requirements, this report will indicate that the property "could be within" the BCDC's jurisdiction and that a location-specific jurisdictional determination should be made by consulting the BCDC. This determination of "could be within" the BCDC's jurisdiction was recommended by the BCDC in that certain Memo entitled "Guidance on Determining Commission Jurisdiction Pursuant to Senate Bill 1568" issued in February 2005 and posted on the BCDC website.

PUBLIC RECORDS: San Francisco Bay Plan maps (California Code of Regulations, Title 14, Section 10121) and the Suisun Marsh Plan maps (Nejedly-Bagley-Z'berg Suisun Marsh Preservation Act of 1974) made publicly available by BCDC and that certain Memo entitled "Guidance on Determining Commission Jurisdiction Pursuant to Senate Bill 1568" issued by BCDC in February 2005 and posted on the BCDC website ("BCDC Memo").

REPORTING STANDARD: "WITHIN" shall be reported if any portion of the Property is situated within an areas mapped by BCDC or is within the 100-foot shoreline band. "COULD BE WITHIN" shall be reported if any portion of the Property is situated within one-quarter (1/4) mile of either an area mapped by BCDC or the 100-foot shoreline band. "NOT WITHIN" shall be reported if no portion of the Property is situated within an area that would otherwise be reported as either "WITHIN" or "COULD BE WITHIN."



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ADVISORIES

METHAMPHETAMINE CONTAMINATED PROPERTY DISCLOSURE ADVISORY

DISCUSSION: According to the "Methamphetamine Contaminated Property Cleanup Act of 2005" a property owner must disclose in writing to a prospective buyer if local health officials have issued an order prohibiting the use or occupancy of a property contaminated by meth lab activity. The owner must also give a copy of the pending order to the buyer to acknowledge receipt in writing. Failure to comply with these requirements may subject an owner to, among other things, a civil penalty up to \$5,000. Aside from disclosure requirements, this new law also sets forth procedures for local authorities to deal with meth-contaminated properties, including the filing of a lien against a property until the owner cleans up the contamination or pays for the cleanup costs.

MOLD ADVISORY

DISCUSSION: The Buyer is hereby advised that naturally occurring molds may exist both inside and outside of any building and may not be visible to casual inspection. Persons exposed to extensive mold levels can become sensitized and develop allergies to the mold or other health problems. Extensive mold growth can damage a structure and its contents. All prospective purchasers of residential and commercial property are advised to thoroughly inspect the Property for mold. Be sure to inspect the Property inside and out for sources of excess moisture, current water leaks and evidence of past water damage.

As part of a buyer's physical inspection of the condition of a property, the buyer should consider engaging an appropriate and qualified professional to inspect and test for the presence of harmful molds and to advise the buyer of any potential risk and options available. This advisory is not a disclosure of whether harmful mold conditions exist at a property or not. No testing or inspections of any kind have been performed by The Company. Any use of this form is acknowledgement and acceptance that The Company does not disclose, warrant or indemnify mold conditions at a property in any way and is not responsible in any way for mold conditions that may exist. Information is available from the California Department of Health Services Indoor Air Quality Section fact sheet entitled, "Mold in My Home: What Do I Do?" The fact sheet is available at www.cal-iaq.org or by calling (510) 620-3620.

The Toxic Mold Protection Act of 2001 requires that information be developed regarding the potential issues surrounding naturally occurring molds within a home. Information was written by environmental authorities for inclusion in the *Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants* booklet developed by the California Environmental Protection Agency and the Department of Health Services. It is found in Chapter VI of that booklet, and includes references to sources for additional information. This booklet is available online at: <http://www.dhs.ca.gov/childlead/pdfs/ResEnviroHaz2005.pdf>

For local assistance, contact your county or city Department of Health, Housing, or Environmental Health.



JCP-LGS Commercial Property Disclosure Reports The Natural Hazard Disclosure Report For ALAMEDA COUNTY

Property Address: 36120 RUSCHIN DR,
NEWARK, ALAMEDA COUNTY, CA
("Property")

APN: 092A-0775-046
Report Date: 01/28/2014
Report Number: 1464885

RADON ADVISORY

DISCUSSION: For its Radon Advisory, JCP-LGS uses the updated assessment of radon exposure published in 1999 by the Lawrence Berkeley National Laboratory (LBNL) and Columbia University, under support from the U.S. Environmental Protection Agency (EPA), the National Science Foundation, and the US Department of Energy (published online at <http://eetd.lbl.gov/IEP/high-radon/USgm.htm>). Based on this recent assessment, JCP-LGS's radon advisory is as follows:

All of California's 58 counties have a predicted median annual-average living-area concentration of radon below 2.0 pCi/L (picocuries per liter of indoor air) -- which is well below the EPA's guideline level of 4 pCi/L and equivalent to the lowest hazard zone (Zone 3) on the 1993 EPA Map of Radon Zones

The "median concentration" means that half of the buildings in a county are expected to be below this value and half to be above it. All houses contain some radon, and a few houses will contain much more than the median concentration. **The only way to accurately assess long-term exposure to radon in a specific house is through long-term testing (sampling the indoor air for a year or more). The EPA recommends that all buildings be tested for radon.** Columbia University's "Radon Project" website offers help to homeowners in assessing the cost vs. benefit of testing a specific house for radon or modifying it for radon reduction (see <http://www.stat.columbia.edu/radon/>).

NOTE: JCP-LGS does not use the EPA's 1993 map for advisory purposes because that map shows "short-term" radon exposure averaged by county. It was based on "screening measurements" that were intentionally designed to sample the worst-case conditions for indoor air in US homes--using spot checks (sampling for just a few days), in the poorest air quality (with sealed doors and windows), at the worst time of the year (winter), in the worst part of the house (the basement, if one was available). These short-term, winter, basement measurements are both biased and variable compared to long-term radon concentrations (averaged over a year) in the living area of a house. Long-term concentrations are a more accurate way to judge the long-term health risk from radon. For the above reasons, the EPA expressly disclaims the use of its 1993 map for determining whether any house should be tested for radon, and authorizes no other use of its map for property-specific purposes. For additional information about EPA guidelines and radon testing, see "Chapter VII--Radon", in the California Department of Real Estate's *Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants* -- available online at <http://www.dhs.ca.gov/childlead/pdfs/ResEnviroHaz2005.pdf>



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ENDANGERED SPECIES ACT ADVISORY

DISCUSSION: The Federal Endangered Species Act of 1973 ("ESA"), as amended, requires that plant and animal species identified and classified ("listed") by the Federal government as "threatened" or "endangered" be protected under U.S. law. Areas of habitat considered essential to the conservation of a listed species may be designated as "critical habitat" and may require special management considerations or protection. All threatened and endangered species -- even if critical habitat is not designated for them -- are equally afforded the full range of protections available under the ESA.

In California alone, over 300 species of plants and animals have been designated under the ESA as threatened or endangered, and over 80 species have critical habitats designated for them. Most California counties are host to a dozen or more protected species and, in many cases, 10 or more species have designated critical habitats within a county.

ADVISORY: An awareness of threatened and endangered species and/or critical habitats is not reasonably expected to be within the actual knowledge of a seller.

No federal or state law or regulation requires a seller or seller's agent to disclose threatened or endangered species or critical habitats, or to otherwise investigate their possible existence on real property. Therefore, Buyer is advised that, prior to purchasing a vacant land parcel or other real property, Buyer should consider investigating the existence of threatened or endangered species, or designated critical habitats, on or in the vicinity of the Property which could affect the use of the Property or the success of any proposed (re)development.

FOR MORE INFORMATION: Complete and current information about the threatened and endangered species in California that are Federally listed in each county -- including all critical habitats designated there -- is available on the website of the U.S. Fish & Wildlife Service, the Federal authority which has enforcement responsibility for the ESA.

U.S. Fish & Wildlife Service Endangered Species Database (TESS)
http://ecos.fws.gov/tess_public/



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ABANDONED MINES ADVISORY

DISCUSSION: According to the California Department of Conservation, Office of Mine Reclamation, since the Gold Rush of 1849, tens of thousands of mines have been dug in California. Many were abandoned when they became unproductive or unprofitable. The result is that California's landscape contains many thousands of abandoned mines, which can pose health, safety, or environmental hazards on and around the mine property. Mines can present serious physical safety hazards, such as open shafts or adits (mine tunnel), and they may create the potential to contaminate surface water, groundwater, or air quality. Some abandoned mines are such massive problems as to earn a spot on the Federal Superfund environmental hazard list.

No California law requires the disclosure of abandoned mines in a real estate transaction, unless the existence of an abandoned mine is within the actual knowledge of the Seller and is deemed to be a fact material to the transaction.

The Office of Mine Reclamation (OMR) and the U.S. Geological Survey maintain a database of abandoned mines -- however, it is known to be incomplete and based on maps that are often decades out of date. Many mines are not mapped because they are on private land. The OMR warns that, *"Many old and abandoned mines are not recorded in electronic databases, and when they are, the information may not be detailed enough to accurately define, differentiate or locate the mine feature, such as a potentially hazardous vertical shaft or horizontal adit or mine waste."* (See reference below.)

Accordingly, this Report does not contain an abandoned mines disclosure from any government database or map or any other source, in order to protect the seller from liability for non-disclosure of unrecorded abandoned mines.

Parties concerned about the possible existence or impact of abandoned mines in the vicinity of the Property are advised to retain a State-licensed geotechnical consultant to study the site and issue a report. Other sources of information include, but are not limited to, the State Office of Mine Reclamation at (916) 323-9198 (website: <http://www.conservation.ca.gov/OMR>), and the Engineering, Planning or Building Departments in the subject City and County.

FOR MORE INFORMATION: For more information visit the State Office of Mine Reclamation's website at: http://www.conservation.ca.gov/omr/abandoned_mine_lands/Pages/index.aspx

OIL & GAS WELL ADVISORY

California is currently ranked fourth in the nation among oil producing states. Surface oil production is concentrated mainly in the Los Angeles Basin and Kern County, and in districts elsewhere in the state. In recent decades, real estate development has rapidly encroached into areas where oil production has occurred. Because the state's oil production has been in decline since the 1980's, thousands of oil and gas wells have been shut down or abandoned, and many of those wells are in areas where residential neighborhoods now exist.

According to the California Department of Conservation ("DOC"), to date, about 187,000 oil, gas, and geothermal wells have been drilled in California and around 88,000 are still in use. The remaining wells (1) are used intermittently ("shut-in" wells), (2) have been sealed ("capped") under the supervision of the DOC's Division of Oil, Gas and Geothermal Resources, or (3) have been abandoned and have no known responsible operator -- these are called "orphan" wells. The state has a special fund that pays the cost of safely capping orphan wells, however, that program is limited in its scope and progress.

Buyer should be aware that the DOC database lists oil and gas wells in ALAMEDA County, and those may include orphan wells. Health and safety hazards may be associated with oil and gas wells, whether orphan, capped or active, including, but not limited to, soil and groundwater contamination, oil and methane seeps, fire hazards, air quality problems, and physical safety hazards to humans and animals.

For More Information

For general information, visit the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources at <http://www.consrv.ca.gov/dog/>



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TSUNAMI MAP ADVISORY

DISCUSSION: The California Emergency Management Agency (CalEMA), the University of Southern California Tsunami Research Center (USC), and the California Geological Survey (CGS) have prepared maps that depict areas of maximum tsunami inundation for all populated areas at risk to tsunamis in California (20 coastal counties). The maps were publicly released in December 2009 with the stated purpose that the maps are to assist cities and counties in identifying their tsunami hazard and developing their coastal evacuation routes and emergency response plans only.

These maps specifically contain the following disclaimer:

Map Disclaimer: This tsunami inundation map was prepared to assist cities and counties in identifying their tsunami hazard. It is intended for local jurisdictional, coastal evacuation planning uses only. This map, and the information presented herein, **is not a legal document and does not meet disclosure requirements for real estate transactions nor for any other regulatory purpose.** The California Emergency Management Agency (CalEMA), the University of Southern California (USC), and the California Geological Survey (CGS) make no representation or warranties regarding the accuracy of this inundation map nor the data from which the map was derived. Neither the State of California nor USC shall be liable under any circumstances for any direct, indirect, special, incidental or consequential damages with respect to any claim by any user or any third party on account of or arising from the use of this map.

A tsunami is a series of ocean waves or surges most commonly caused by an earthquake beneath the sea floor. These maps show the maximum tsunami inundation line for each area expected from tsunamis generated by undersea earthquakes and landslides in the Pacific Ocean. Because tsunamis are rare events in the historical record, the maps provide no information about the probability of any tsunami affecting any area within a specific period of time.

Although these maps may not be used as a legal basis for real estate disclosure or any other regulatory purpose, the CGS has, however, provided diagrams of the maps online which the public can view. To see a maximum tsunami inundation map for a specific coastal community, or for additional information about the construction and/or intended use of the tsunami inundation maps, visit the websites below:

State of California Emergency Management Agency, Earthquake and Tsunami Program:
<http://myhazards.calema.ca.gov/>

University of Southern California –Tsunami Research Center:
<http://www.usc.edu/dept/tsunamis/2005/index.php>

State of California Geological Survey Tsunami Information:
http://www.conservation.ca.gov/cgs/geologic_hazards/Tsunami/index.htm

National Oceanic and Atmospheric Agency Center for Tsunami Research (MOST model):
<http://nctr.pmel.noaa.gov/time/background/models.html>



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METHODS AND LIMITATIONS

This section will summarize (a) the methods used in creating this Report, (b) the limitations with respect to the determination and the Public Record, and (c) the responsibilities and liabilities of JCP-LGS under this Report. Please read this section to fully understand the limitations of this Report and JCP-LGS's responsibilities.

A. LIMITATIONS ON PUBLIC RECORD INFORMATION AND THIS REPORT

JCP-LGS has accurately reported the information in the Public Records with respect to the Property as of the Report Date. With respect to the Public Records, it is important to understand that:

- The Public Records may not be accurate, current, fully detailed, or complete.
- A parcel of real property may be affected by hazards that have not been identified in the Public Records.
- There may be other governmental Public Records with relevant information which are not included in this Report.
- JCP-LGS does not make any representations as to:
 - The significance or extent of any hazard disclosed.
 - Any related health or risk of the hazard to humans or animals or how they may affect the Property.
 - The drinking water sources for the Property.
 - Any information regarding the Property after the Report Date.

B. REPORTING STANDARDS

The Reporting Standards utilized by JCP-LGS in making each determination are specified in the Disclosure Explanations (Sections 1 through 3, inclusive) of this Report. If the Property is near the state border, hazards which may be in the adjoining state or nation are not disclosed in this Report. Where appropriate, JCP-LGS may use the assessor's rolls, cadastral-type maps, photographic enlargements of maps and various cartographic techniques to locate the site on the appropriate map. The respective determination is made as accurately as reasonably possible using these maps. For purposes of defining property lines, the assessor's parcel number and parcel maps are used. Any errors in the assessor's rolls may affect the determination procedures. If the Public Record is not of sufficient accuracy or scale that a reasonable person can determine if the Property is within a delineated hazard area or zone, "IN" or "YES" will be reported for the corresponding disclosure.

C. NOT AN INSPECTION REPORT

JCP-LGS does not perform a physical examination or any testing of the Property. This Report only provides information electronically derived from the specific Public Record identified for each disclosure in the Disclosure Explanation (Sections 1 through 3, inclusive) of this Report. This Report should not be considered a substitute for an on-site environmental and/or geological or engineering assessment. If additional information is desired, the Parties are encouraged to investigate other sources and to consult an environmental expert, a geologist, an engineer or other expert.

D. CHANGES TO PUBLIC RECORD AFTER REPORT DATE

The Parties are advised that the Public Records may change after the Report Date and JCP-LGS is not responsible for advising the Parties of any changes to the determinations that may occur after the Report Date. As a courtesy, JCP-LGS will update this Report at no cost during the transaction process for which this Report was issued, if requested.

E. ONLY THE PARTIES MAY RELY ON THIS REPORT

This Report is valid, the Parties may rely on the Report, and a contract is formed with JCP-LGS, **only** upon receipt by JCP-LGS of payment of the full price of the Report. This Report may be relied upon only by the Parties to the transaction for which it has been purchased. This Report cannot be relied upon (a) by any persons other than the Seller, the Buyer and their Agents, (b) for any other real property, or (c) for any future transactions involving the Property. The price paid for the Report does not include any amounts for protection of such other parties.



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F. ERRORS AND OMISSIONS INSURANCE

JCP-LGS maintains errors and omissions insurance. As of the Report Date, JCP-LGS has \$20M aggregate in errors and omissions insurance.

G. LIMITATIONS ON JCP-LGS'S LIABILITY

JCP-LGS is not responsible for:

- Any inaccuracies or incompleteness of the information in the Public Records.
- Inaccurate address information provided for the Property.
- Any other information not contained in the specified Public Records as of the Report Date.
- Any information which would be disclosed by a physical inspection of the Property.
- Any information known by one of the Parties.
- The health or risk to humans or animals that may be associated with any of the disclosed hazards.
- The costs of investigating or remediating any of the disclosed hazards.

This Report is not an insurance policy and does not provide the same protections as an insurance policy. The price of this Report has been established with the understandings of the responsibilities of JCP-LGS as set forth in this Section. The premium for an insurance policy would be significantly greater than the cost of this Report. The Parties acknowledge that claims for damages beyond actual losses can significantly increase the costs of Reports and make prompt resolution of claims more difficult. In order to induce JCP-LGS to provide this Report for the price charged, and to help streamline the process of resolving any disputes between the Parties and JCP-LGS, the Buyer, Seller and Agents agree that if there is a material error or omission in this Report:

- **The Party who suffers damages as a result of such error or omission shall be entitled at most to recover from JCP-LGS the actual proved damages measured by the difference in the fair market value of the Property as of the Report Date, caused by the error or omission but not in excess of One Million Dollars (\$1,000,000) cumulatively, whichever is less, shall be paid under this Report. The Party making such claim must notify JCP-LGS promptly of such claim, take no action which will adversely affect JCP-LGS's liability or defenses to such claim and the Party must fully cooperate with JCP-LGS in the defense of such claim. The Party shall cooperate with providing reasonable evidence of the claim as requested by JCP-LGS.**
- **JCP-LGS shall not be liable for indirect, consequential, personal injury, physical damage or punitive damages (including, but not limited to, emotional distress or pain and suffering).**
- **JCP-LGS will defend the Parties regarding a claim made in accordance with the foregoing provisions. JCP-LGS shall have the right to choose the legal counsel and control the defense of such claim as it reasonably determines.**
- **JCP-LGS shall be subrogated to all rights of the claiming Party against anyone including, but not limited to, another Party who had actual knowledge of a matter and failed to disclose it to the other Parties in writing prior to the Sale Date.**

H. SELLER AND SELLER'S AGENT'S RESPONSIBILITY OF FULL DISCLOSURE

Sellers of real property and their agents should always fully disclose all material facts regarding the real property which they are selling. Regardless of the information in this Report, if Seller or Seller's Agent has any actual knowledge of hazards potentially affecting the Property, that information should be promptly disclosed in writing to the Buyer and the Buyer's Agent.

I. OTHER AGREEMENTS

This Report sets forth the complete, integrated agreement between JCP-LGS and the Parties. Evidence of prior or contemporaneous statements, representations, promises or agreements shall not be admissible to vary the terms of this written agreement. This agreement may not be changed or amended except by a written document signed by an authorized representative of JCP-LGS and the Parties. In the event that any dispute arises between JCP-LGS and any Parties arising out of or relating to this Report or its subject matter, or any act or omission of JCP-LGS, the prevailing party shall be entitled to recover his, her or its reasonable costs, including attorneys' fees, from the losing party.



California Property Tax Disclosure Report™

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California Property Tax Disclosure Report™

The parties for whom this Report was prepared are the owner ("Seller") of the Commercial Property ("Property") on the Report Date, the buyer ("Buyer") of the Commercial Property from Seller as of the Report Date and their respective licensed real estate agents ("Agents"). Seller, Buyer and the Agents are sometimes referred to herein as "Party" or "Parties."

PART 1. INTRODUCTION AND SUMMARY:

This Report discloses the results of an electronic search of specified government lists ("Databases") containing real property tax information and geographic data concerning the Commercial Property. To understand the information provided, please read this entire Report.

The Commercial Property:

- A. IS IS NOT Subject to one or more Mello-Roos Community Facilities Districts.
- B. IS IS NOT Subject to one or more 1915 Bond Act Assessment Districts.
- C. IS IS NOT Subject to other direct assessments.
- D. IS IS NOT Subject to SRA Fire Prevention Fee

For more detailed information as to the foregoing determinations, please review Parts 2 and 3 and 6.

THIS IS A DATABASE REPORT ONLY: The tax information in this Report only provides information derived from County Tax Assessor's Databases ("Databases") identified in this Report. While JCP-LGS has made good faith efforts to report from the Databases as accurately as possible, the quality, accuracy, and currency ("Database Date") of the information contained in these Databases can vary greatly. For more information regarding a specific Database, please read Parts 2 and 3 of this Report.

LIABILITY PROTECTIONS: Upon consummation of the sale of the Commercial Property to Buyer ("Sale Date"), the Parties involved in that sale are protected against loss caused by an error in this Report as specified in Part 8 entitled "Methods and Limitations." The Parties understand that this is a report product and not an insurance policy.

BUYER'S ACKNOWLEDGEMENT

Buyer(s) acknowledge(s) receipt of this California Property Tax Disclosure Report™ as well as the Notice of Special Tax and Assessment contained herein by his/her/their signature(s) on the Natural Hazard Disclosure Statement (NHDS) Form that is a part of this report package.



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PART 2. NOTICE OF SPECIAL TAX/ASSESSMENT

TO THE PROSPECTIVE PURCHASER OF THE COMMERCIAL PROPERTY AT THE ADDRESS REFERENCED ABOVE:

THIS IS A NOTIFICATION TO BUYER PRIOR TO PURCHASING THE COMMERCIAL PROPERTY.

A. Mello-Roos Community Facilities Districts:

If the Commercial Property is within a Mello-Roos Community Facilities District (CFD), it is subject to a special tax that will appear on the property tax bill. This special tax is in addition to the ad valorem property taxes and any other charges and benefit assessments that will be itemized on the property tax bill and the proceeds of this tax or assessment are used to provide public facilities or services that are likely to particularly benefit the real property. This special tax may not be imposed on all parcels within the city or county where the property is located.

The current tax levy, maximum tax levy, the maximum tax escalator, and the authorized facilities and/or services which are being paid for by the special taxes are indicated below. THE BUYER SHOULD TAKE THIS TAX AND THE BENEFITS FROM THE PUBLIC FACILITIES AND SERVICES FOR WHICH IT PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THE COMMERCIAL PROPERTY.

This Commercial Property **IS NOT SUBJECT** to Mello-Roos Community Facilities Districts

B. 1915 Bond Act Assessment Districts:

If the Commercial Property is within a 1915 Bond Act Assessment District, this assessment district has issued bonds to finance the acquisition or construction of certain public improvements that are of direct and special benefit to all real property within the assessment district. The bonds will be repaid from annual assessment installments against the property within the assessment district.

Annual assessment installments of such an assessment district will appear on the real property tax bills and are in addition to the ad valorem property taxes and any other charges and levies that will be itemized on the property tax bill. If the assessment installments are not paid when due each year, the Commercial Property may be foreclosed upon and sold.

The annual assessment installment against the Commercial Property and the public facilities that are being financed by the proceeds from the sale of bonds that are being repaid by the assessments are indicated below.

THE BUYER SHOULD TAKE ANY ASSESSMENT(S) AND THE BENEFITS FROM THE PUBLIC FACILITIES FOR WHICH IT PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THE COMMERCIAL PROPERTY.

This Commercial Property **IS NOT SUBJECT** to 1915 Bond Assessment Districts

A COPY OF THE RESOLUTION CONFIRMING ASSESSMENTS THAT SPECIFIES MORE PRECISELY HOW THE ASSESSMENTS ARE APPORTIONED AMONG PROPERTIES IN THE ASSESSMENT DISTRICT CAN BE OBTAINED BY CALLING THE CONTACT NAME AND NUMBER LISTED ABOVE. THERE MAY BE A CHARGE FOR THIS DOCUMENT NOT TO EXCEED THE ESTIMATED REASONABLE COST OF PROVIDING THE DOCUMENT



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C. Accelerated Foreclosure Information

Certain assessment or bond issues may contain accelerated foreclosure liens which have priority over other real property taxes and are a legal right included as part of the security for the obligation. The issuers of such bonds are often contractually required to monitor and collect delinquent assessments quickly. Accordingly these assessments are not subject to the five (5) year waiting period applicable to ad valorem real property taxes. If the real property is subject to such an assessment and the taxes are not paid promptly, the real property may be foreclosed upon and sold at public auction on an expedited basis. **Therefore, it is extremely important that the real property tax bill be paid on time to prevent the accelerated foreclosure.**

D. Approved Assessment Districts Which Have Been Formed and Authorized But Are Not Yet Funded

Please be advised that certain assessment districts may have been formed and authorized but have not yet been funded. Accordingly no assessment lien will appear in the County Assessor records. However, the information regarding such districts may appear on your preliminary report issued by a title company. If the assessment district has not been formed or funded, the improvements have also not been constructed. If the district is subsequently formed, the assessments may then appear on the property tax bill.



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PART 3. CURRENT PROPERTY TAX BILL SUMMARY

A. Summary of 2013-2014 Property Tax Bill

The following is a summary of Database information obtained from the ALAMEDA COUNTY Secured Property Tax Roll for Tax Year 2013-2014 ("Database Date"). This summary is provided for informational purposes only. The summary includes Ad Valorem taxes which are based on the property's Assessed Value as well as other Non- Ad Valorem Direct or Special Assessments. Upon transfer of ownership, the Assessed Value may be reset to the Current Market Value or Sale Price which can result in a substantial change in the Ad Valorem taxes assessed. Please see Parts 4 and 5 of this Report for more information regarding Ad Valorem taxes and Supplemental taxes.

Total Assessed Value:	\$0
1 st Installment Due 11/01/2013	\$ 223.86
2 nd Installment Due 03/01/2014	\$ 223.87
Total Annual Tax Liability	\$ 447.73

General Ad Valorem Taxes

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
ALAMEDA COUNTY	GENERAL AD VALOREM TAX AND VOTER APPROVED BONDS (NO ASSESSED VALUE 2013-2014)	\$.01	(510) 272-6800
	TOTAL AD VALOREM TAXES	\$.01	

Direct and/or Special Assessments

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
ALAMEDA COUNTY	ALCO MOSQUITO ABATE DIST.	\$2.50	(800) 273-5167
ALAMEDA COUNTY	MOSQUITO ABATEMENT DISTRICT SPECIAL TAX	\$4.08	(800) 273-5167
ALAMEDA COUNTY FLOOD CONTROL DIST	ALCO FLOOD CONTROL - BENEFIT ASSMT	\$26.60	(510) 670-5762
CITY OF NEWARK	NEWARK CLEAN STORM WATER	\$20.32	(510) 670-5543
CITY OF NEWARK	PARAMEDIC SUPPLEMENT	\$15.00	(510) 578-4337
EAST BAY REGIONAL PARK DIST.	LANDSCAPING & LIGHTING/E.B. TRAILS	\$5.44	(800) 676-7516
PUBLIC WORKS DEPT	CSA E.M. 1983-1(PARAMEDIC)	\$28.36	(800) 441-8280
PUBLIC WORKS DEPT	CSA V.C. 1984-1(VECTOR CONTROL)	\$5.92	(800) 273-5167
SPECIAL DISTRICTS	MOSQ. ABATEMENT DIST. SPEC TAX	\$1.74	(800) 273-5167
UNION SANITARY DISTRICT	UNION SANITARY DIST SEWER SERVICE	\$337.76	(510) 477-7626
	TOTAL DIRECT ASSESSMENTS	\$447.72	



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PART 4. ESTIMATING PROPERTY TAXES AFTER THE SALE

A. CALCULATING PROPERTY TAXES AFTER SALE (ESTIMATE ONLY)

PROPERTY TAX ESTIMATOR

The following calculation method is provided to assist Buyer in *estimating* the approximate amount of property tax charges that the Commercial Property may be subject to for the upcoming tax year based on the assessed valuation being equal to the sales price. The amount derived is only an estimate and is not a substitute for a tax bill from the County, nor does it anticipate new property tax charges, fees or other changes in the property tax rates for future tax years.

1	Estimated Sales Price.....•	1	\$ _____
2	Estimated Ad Valorem Tax Rate•	2	0.01219
3	Multiply line 1 by line 2. This is your Estimated Ad Valorem Tax.....•	3	\$ _____
4	Direct Assessments including Mello Roos Special Taxes and 1915 Bond Assessments if applicable.....•	4	\$447.72
5	Add lines 3 and 4. Total Estimated Annual Tax Amount After Sale •	5	\$ _____

The information in this subparagraph A is an estimate only. The purpose of this “ESTIMATOR” is to assist Buyer in planning for property taxes which will be applicable after the Sale Date. This “ESTIMATOR” requires the Buyer’s projection of the purchase price of the Commercial Property. Please note that potential exemptions and exclusions are not reflected in this estimate. Additionally, undeveloped or recently developed properties may be subject to additional Direct Assessments not included in this estimate. JCP-LGS is not responsible or liable for any losses, liabilities or damages resulting from use of this Property Tax Estimator.

B. EXEMPTIONS & EXCLUSIONS TO AD VALOREM TAXES

California law provides certain exemptions or exclusions from reassessments. In order to determine if Buyer may qualify for any exemptions or exclusions or to obtain a comprehensive list of available exemptions and exclusions, please contact the County Tax Assessors Office ((909) 387-8308) or visit the County website at <http://www.co.san-bernardino.ca.us/assessor/> . Additional information is also available on the website for the California Board of Equalization at www.boe.ca.gov

Reassessment Due to Decline in Value

Real estate markets are cyclical. In a less competitive market there are more sellers than buyers, and real estate prices can drop, sometimes precipitously. When a property is sold, in most cases its assessed value for tax purposes is set equal to the sale price. A drop in market value can mean the original assessment, and your property tax bill, is too high.

The County Tax Assessors Office is required to lower the assessment of any real property if it is higher than the current market value as of January 1 of each year. Each case is reviewed individually upon request by the property owner for the current year or the upcoming year. The annual deadline for filing an appeal – the “assessment appeal filing date” is November 30 in most California counties. For more information or to obtain a property tax reassessment request form, contact the Tax Assessors Office or visit the ALAMEDA County website.

PART 5. SUPPLEMENTAL TAX INFORMATION



California Property Tax Disclosure Report TM

Property Address: 36120 RUSCHIN DR,
NEWARK, ALAMEDA COUNTY, CA

APN: 092A-0775-046
Report Date: 01/28/2014
Report Number: 1464885

A. GENERAL INFORMATION REGARDING SUPPLEMENTAL TAXES

California law mandates the county assessor to reappraise real property upon a change in ownership or completion of new construction. The assessor's office issues a supplemental assessment which reflects the difference between the prior assessed value and the new assessment. This value is prorated based on the number of months remaining in the fiscal tax year which ends June 30.

Notices of the supplemental assessment are mailed out to the property owners prior to the issuance of the supplemental tax bill or refund if the value is reduced. The taxes or refund based on the supplemental assessment are in addition to the regular annual tax bill.

The supplemental tax will be due from the current owner in addition to the regular tax assessment. Accordingly for the first year of ownership, Buyer should plan for this additional payment.

B. SUPPLEMENTAL TAX DISCLOSURE

The following notice is mandated by California Civil Code Section 1102.6c:

NOTICE OF YOUR 'SUPPLEMENTAL' PROPERTY TAX BILL

"California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector.

If you have any question concerning this matter, please call your local Tax Assessor or Collector's Office."

ALAMEDA County Assessor
Phone: 510-272-3787
Website: <http://www.acgov.org/assessor/>



California Property Tax Disclosure Report TM

Property Address: 36120 RUSCHIN DR,
NEWARK, ALAMEDA COUNTY, CA

APN: 092A-0775-046
Report Date: 01/28/2014
Report Number: 1464885

C. CALCULATING SUPPLEMENTAL TAXES AFTER SALE (ESTIMATE ONLY)

SUPPLEMENTAL TAX ESTIMATOR

The following schedule is provided to **estimate** the potential amount of the **supplemental taxes** on a given property and does **NOT** include the amount of the regular annual ad valorem property tax. The following calculation provides an estimate of the supplemental property taxes that can be expected during the first year of ownership, and should be used for planning purposes only.

- 1 Estimated Sales Price.....● 1 \$ _____
- 2 Estimated Current Assessed Value● 2 \$0
- 3 Subtract line 2 from line 1.
Estimated Supplemental Assessed Value● 3 \$ _____
- 4 Multiply line 3 by 0.01219. (The Estimated Ad Valorem Tax Rate
for the Commercial Property)
Estimated Full-Year **Supplemental** Tax Obligation● 4 \$ _____

If the Sale Date for the Commercial Property falls during the months of January through May, Buyer will receive TWO supplemental tax bills: (a) one for the current partial tax year; and (b) one for the next full tax year. The supplemental taxes can be estimated by completing lines 5 through 8 below:

- 5 Enter the Month-of-Sale Factor from **TABLE 1** below.....● 5 _____
- 6 Multiply line 4 by line 5.
Estimated Supplemental Tax Bill # 1● 6 \$ _____
- 7 Enter the amount on line 4.
Estimated Supplemental Tax Bill # 2● 7 \$ _____
- 8 Add lines 6 and 7. Total estimated Supplemental Tax Bill.....● 8 \$ _____

If the Sale Date for the Commercial Property falls during the months of June through December, Buyer will receive ONE supplemental tax bill. The supplemental tax can be estimated by completing lines 9 and 10 below:

- 9 Enter the Month-of-Sale Factor from **TABLE 2** below.....● 9 _____
- 10 Multiply line 4 by line 9.
Total Estimated Supplemental Tax Bill● 10 \$ _____

TABLE 1. Month-of-Sale Factor

Jan	0.4167
Feb	0.3333
Mar	0.2500
Apr	0.1667
May	0.0833

TABLE 2. Month-of-Sale Factor

Jun	1.0000
Jul	0.9167
Aug	0.8333
Sep	0.7500
Oct	0.6667
Nov	0.5833
Dec	0.5000

The information in this subparagraph C is an estimate only. The purpose of this "ESTIMATOR" is to assist Buyer in planning for the supplemental taxes. The estimated supplemental tax is not a substitute for the supplemental bill and may not be relied upon as such. This "ESTIMATOR" requires the Buyer's projection of the purchase price of the Commercial Property as well as month in which the transaction will be consummated. Please note that potential exemptions and exclusions are not reflected in these estimations. JCP-LGS is not responsible or liable for any losses, liabilities or damages resulting from use of this Supplemental Tax Estimator.



California Property Tax Disclosure Report TM

Property Address: 36120 RUSCHIN DR,
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Report Date: 01/28/2014
Report Number: 1464885

PART 6. STATE RESPONSIBILITY AREA FIRE PREVENTION FEE

Pursuant to Chapter 1.5 (commencing with Section 4210) to Part 2 of Division 4 of the Public Resources Code, the State of California shall charge an annual "Fire Prevention Benefit Fee" ("Benefit Fee") on each eligible habitable structure on a parcel that is within a State Responsibility Area ("SRA") as defined in Section 4102 of the Public Resources Code, commencing with the 2011-2012 fiscal year. For an explanation of the SRA, refer to Page 8 of the Natural Hazard Disclosure Report, under "Wildland Fire Area (State Responsibility Area)". The Fee Amount and a Fee Exemption (explained below) were implemented in an emergency regulation adopted January 23, 2012 by the State Board of Forestry and Fire Protection ("Board").

Fee Amount: A Benefit Fee of one hundred-fifty dollars (\$150) shall be charged on each habitable structure within an SRA, including single-family homes, multi-dwelling structures, mobile and manufactured homes, and condominiums. This is **not** a "per parcel" fee, but a levy on each structure (if any) on the parcel within an SRA which the State determines to be habitable, which may include certain buildings classified as mixed-use or commercial.

Fee Exemption: Property owners of habitable structures within a SRA and also within the boundaries of a local agency that provides fire protection services shall receive a fee reduction of thirty-five dollars (\$35) per habitable structure.

Date Due and Late Payment Penalties

The fee shall be collected annually by the State Board of Equalization ("BOE"), and is due and payable 30 days from the date of assessment by the BOE. If not paid when due and payable, a penalty of twenty percent (20%) of the fee determined to be due shall be added to the amount due and payable for EACH 30-day period in which the fee remains unpaid.

The fees collected, other than that retained by the BOE necessary for payment of refunds and expenses incurred in the collection of the fee, shall be deposited into the State Responsibility Area Fire Prevention Fund in the State Treasury. This Fund shall be used by the Board and the Department of Forestry and Fire Protection ("CalFire") to finance the cost of specified fire prevention activities that will benefit the owners within the SRA who are required to pay the fee, including such activities as public education programs and local fire prevention projects to reduce fire risk in SRAs.

On July 1, 2013, and annually thereafter, the Board shall adjust the annual amount of the Fire Prevention Fee to reflect the percentage of change in the average annual value of a specified standard price index as reported by the Department of Finance. Commencing with the 2012-13 fiscal year, if there are sufficient amounts of moneys in the SRA Fire Prevention Fund to finance the costs of specified fire prevention activities for a fiscal year, the BOE would be prohibited from collecting the fee for that fiscal year.

Appeals Process: A person from whom the Benefit Fee is to be due may petition for a redetermination of whether this fee requirement applies to the Property. To appeal, the owner must submit within 30 days after the date of service of the determination a written petition stating the specific grounds upon which the appeal is founded and include supporting documentation. The petition must be sent to the address indicated by CalFire which may be the address of CalFire's Designated Fee Administrator.

Database Date: July 2013

This property **IS NOT** located in a State Responsibility Area.



California Property Tax Disclosure Report™

Property Address: 36120 RUSCHIN DR,
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PART 7. DOCUMENTARY TRANSFER TAX ADVISORY: Governmental Assessments Paid at the Close of Escrow

Documentary Transfer Tax Defined. Under California Revenue and Taxation Code Sections 11911-11929, counties and cities are authorized to impose a tax on the transfer of real property located within their jurisdiction. The tax is commonly known by various names, including the Documentary Transfer Tax, or Real Property Transfer Tax, or Real Estate Transfer Tax (hereinafter, the "Transfer Tax").

How Much? The "one-time" payment is made at the close of escrow and routinely documented on the HUD-1 Settlement Statement. The amount of the Transfer Tax is typically based on the value or sales price of the real estate that is transferred. The county rate is one dollar and ten cents (\$1.10) for each one thousand dollars (\$1,000) of value. The rate for non-charter ("general law") cities is one-half of the county rate and is credited against the county tax due. Charter cities may impose a Transfer Tax at a rate higher than the county rate.

For any city or county in California, the Transfer Tax rate ("Tax Rate Table") is available at no charge from many sources, most conveniently on the website of the **California Local Government Finance Almanac** (sponsored by the California League of Cities):
<http://www.californiacityfinance.com/PropTransfTaxRates.pdf>

To estimate the Transfer Taxes for the Property, multiply the Property's estimated sales price (in thousands of dollars) by the amount shown in the Tax Rate Table for the city and county in which the Property is located.

Who Pays? The law states that, "the Transfer Tax must be paid by the person who makes, signs or issues any document subject to the tax, or for whose use or benefit the document is made, signed or issued." In practice, this means that the payment of the Transfer Tax is customarily made by the Seller or the Buyer, or shared by both, depending on the jurisdiction in which the transferred Property is located.



California Property Tax Disclosure Report TM

Property Address: 36120 RUSCHIN DR,
NEWARK, ALAMEDA COUNTY, CA

APN: 092A-0775-046
Report Date: 01/28/2014
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PART 8. METHODS AND LIMITATIONS -- PLEASE READ!

This Part will summarize (a) the methods used in creating this Report, (b) the limitations with respect to the data provided, and (c) the responsibilities and liabilities of JCP-LGS under this Report. Please read this entire Part 8 carefully to understand the limitations of this Report and JCP-LGS's responsibilities.

A. LIMITATIONS ON TAX INFORMATION

JCP-LGS has accurately reported the information in the Databases as of the dates of each Database as specified in Part 2 ("Database Dates"). With respect to the Databases, it is important to understand that:

- The Databases may not be accurate, current, fully detailed, or complete.
- A parcel of real property may be subject to an assessment district that has been approved but not created as of the Report Date.
- Changes may have occurred in the Databases since the Database Date specified above.
- There may be other governmental databases with relevant information which are not included in this Report.
- Personal property taxes are not included in this Report.
- Supplemental taxes can be assessed based on improvements to the real property after they have been completed and the assessor becomes aware of same. Supplemental taxes are **not** included in the Databases.
- Assessment districts which have been created but not funded are not included.

B. JCP-LGS DOES NOT CONSTANTLY CHECK DATABASES FOR CHANGES

Each Database used in this Report is updated by the applicable governmental agency at various intervals as determined by that agency having responsibility for the database ("Responsible Agency") and may be updated at any time and without notice. JCP-LGS maintains an update schedule and makes reasonable efforts to use updated information but it cannot feasibly do so on a constant basis, and the complexities of obtaining and adapting the data into a usable format for preparing this Report necessitates some delay once the updated information is obtained. For these reasons, JCP-LGS reports information as of the date when the Database was last updated by JCP-LGS which specific date is specified as the "Database Date" for each Database in Part 2.

C. LIMITATIONS IN THIS REPORT

JCP-LGS does not make any representations as to:

- The accuracy, validity or completeness of the Databases.
- Any information in a Database after the Database Date for that Database.
- Any information regarding the Commercial Property after the Report Date.

This Report only provides information electronically derived from the Databases in accordance with the Methods and Limitations.

D. ONLY THE PARTIES MAY RELY ON THIS REPORT

This Report is valid, the Parties may rely on the Report, and a contract is formed with JCP-LGS, **only** upon receipt by JCP-LGS of payment of the full price of the Report.

This Report may be relied upon only by the Parties to the transaction for which it has been purchased. This Report cannot be relied upon (a) by any persons other than Seller, Buyer and their Agents, (b) for any other real property, or (c) for any future transactions involving the Commercial Property. The price paid for the Report does not include any amounts for protection of such other parties.



California Property Tax Disclosure Report™

Property Address: 36120 RUSCHIN DR,
NEWARK, ALAMEDA COUNTY, CA

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Report Date: 01/28/2014
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E. LIMITATIONS ON JCP-LGS'S LIABILITY

Given the limited nature of this Report, and the fact that JCP-LGS is reporting, not assuming liability, JCP-LGS is not responsible for:

- Any inaccuracies or incompleteness of the information in the Databases.
- Inaccurate address information provided for the Commercial Property.
- Any other information not contained in the specified Databases.
- Any information known by one of the Parties.
- Any changes to the information in the Databases after the Database Date.

This Report is not an insurance policy and does not provide the same protections as an insurance policy. It does not obligate JCP-LGS to defend any Party against any claims, and JCP-LGS shall not have any duty to defend against any claims pursuant to California Civil Code § 2778 or otherwise. The price of this Report has not been based upon any responsibility for defense costs, nor for assumption of all tax liability. The premium for an insurance product would be significantly greater than the cost of this Report. The Parties acknowledge that claims for damages beyond actual losses can significantly increase the costs of Reports and make prompt resolution of claims more difficult. In order to induce JCP-LGS to provide this Report for the price charged, and to help streamline the process of resolving any disputes between the Parties and JCP-LGS, Buyer, Seller and Agents agree that if there is a material error or omission in this Report:

- **The Party who suffers damages as a result of such error or omission shall be entitled at most to recover from JCP-LGS the actual proved damages measured by the difference in the fair market value of the Commercial Property as of the Report Date, caused by the error or omission but not in excess of the present value of the total tax amount under-reported which would payable for the first tax year of new ownership.**
- **JCP-LGS shall not be liable for indirect, consequential, or punitive damages (including, but not limited to, emotional distress or pain and suffering).**

JCP-LGS shall not be liable to a Party for any matters known to that Party or its Agent (including errors in this Report) and not disclosed in writing to both the other Parties and JCP-LGS prior to the date the Commercial Property is sold by Seller to Buyer.

F. SELLER AND SELLER'S AGENT'S RESPONSIBILITY OF FULL DISCLOSURE

Sellers of real property and their Agents should always fully disclose all material facts regarding the real property which they are selling. Regardless of the information in this Report, if Seller or Seller's Agent has any actual knowledge of tax information potentially affecting the Commercial Property, that information should be promptly disclosed in writing to the Buyer and the Buyer's Agent.

G. OTHER AGREEMENTS

This Report sets forth the complete, integrated agreement between JCP-LGS and the Parties. Evidence of prior or contemporaneous statements, representations, promises or agreements shall not be admissible to vary the terms of this written agreement. This agreement may not be changed or amended except by a written document signed by an authorized representative of JCP-LGS and the Parties. In the event that any dispute arises between JCP-LGS and any Parties arising out of or relating to this Report or its subject matter, or any act or omission of JCP-LGS, the prevailing party shall be entitled to recover his, her or its reasonable costs, including attorneys' fees, from the losing party.

If any provision of this Report, or its application to any circumstance, is held to be invalid, unenforceable, or void, the remainder of this Report shall remain in full force and effect and enforced to the fullest extent possible.



JCP-LGS Commercial Property Disclosure Reports

The Environmental Report™
For ALAMEDA COUNTY

Commercial EnviroCheck Report™ – Government Records Search

Property Address: 36120 RUSCHIN DR,
NEWARK, ALAMEDA County, CA

APN: 092A-0775-046

Date: 01/28/2014

Report Number: 1464885

Is Subject Property Listed as a Contaminated Site?

YES The exact property address as listed above was NOT found in any of the databases searched for this report. Please note that there may be errors or omissions in the addresses contained in the Local, State and Federal databases provided to us that will prevent an exact match in this search. Refer to the lists beginning on page 4 for site addresses that may be similar to the subject property address. If the Local, State or Federal database(s) provided to us do not include sufficient address information to precisely locate the site on a map, the address may be listed in the section titled "Sites Missing Key Location Information".

NO

Summary of Environmental Site Search

DATABASE SEARCHED (See "Description of Databases Searched" below)	Are Any Contaminated Sites in Database?	0 to 1/8 mile	1/8 to 1/2 mile	1/2 to 1 mile
Federal National Priorities List or "Superfund" sites (NPL)	YES	0	0	0
Corrective Action Sites (RCRA COR)	YES	0	0	0
Federal Sites investigated for possible inclusion in the NPL (CERCLIS)	MAYBE	0	0	N/A
CERCLIS Sites That Have Been Archived (CERCLIS-Archived)		0	0	N/A
Treatment, Storage & Disposal Sites for Hazardous Materials (RCRA TSD)		0	0	N/A
Tribal UST And/Or Tribal LUST	MAYBE	0	0	N/A
State EnviroStor Cleanup Sites Database (ENVIROSTOR)	MAYBE	0	0	N/A
State List of Spills, Leaks, Investigation & Cleanup (SLIC)	YES	0	3	N/A
State List of Solid Waste Landfill Facilities (SWIS)	MAYBE	0	0	N/A
State List of Leaking Underground Storage Tanks (LUST)	YES	0	2	N/A
EnviroStor Site With Deed Restriction Or Other Controls (CONTROLS)	MAYBE	0	0	N/A
Potential Generator of hazardous materials Sites (RCRA GEN)		0	N/A	N/A
Emergency Response Notification System (ERNS, National Response Center)	MAYBE	0	N/A	N/A
State List of Underground Storage Tanks (UST)		0	N/A	N/A
State List of Historical Underground Storage Tanks (Hist-UST)		0	N/A	N/A
State Hazardous Waste Information Summary (HWIS)	YES	2	N/A	N/A
State List of Aboveground Storage Tanks (AST)		0	N/A	N/A

N/A = Not Applicable Under Required AAI Search Standard.
MAYBE = Contamination is possible; for example, the database searched includes a mix of contaminated and non-contaminated sites that are not distinguished, or landfill sites where contamination is common although not certainly identified, or sites currently being investigated for contamination by the responsible agency.

AAI TOTALS	2	5	0
CONTAMINATED SITE TOTALS	2	5	0
TOTAL OF SITES FOUND	7		

Determined by Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. Date 01/28/2014 Rept. No. 1464885

BUYER'S ACKNOWLEDGEMENT

Buyer(s) acknowledge(s) receipt of this Commercial Environmental Report™ by his/her/their signature(s) on the Acknowledgement of Receipt form that is a part of this report package.



The Environmental Report™ For ALAMEDA COUNTY

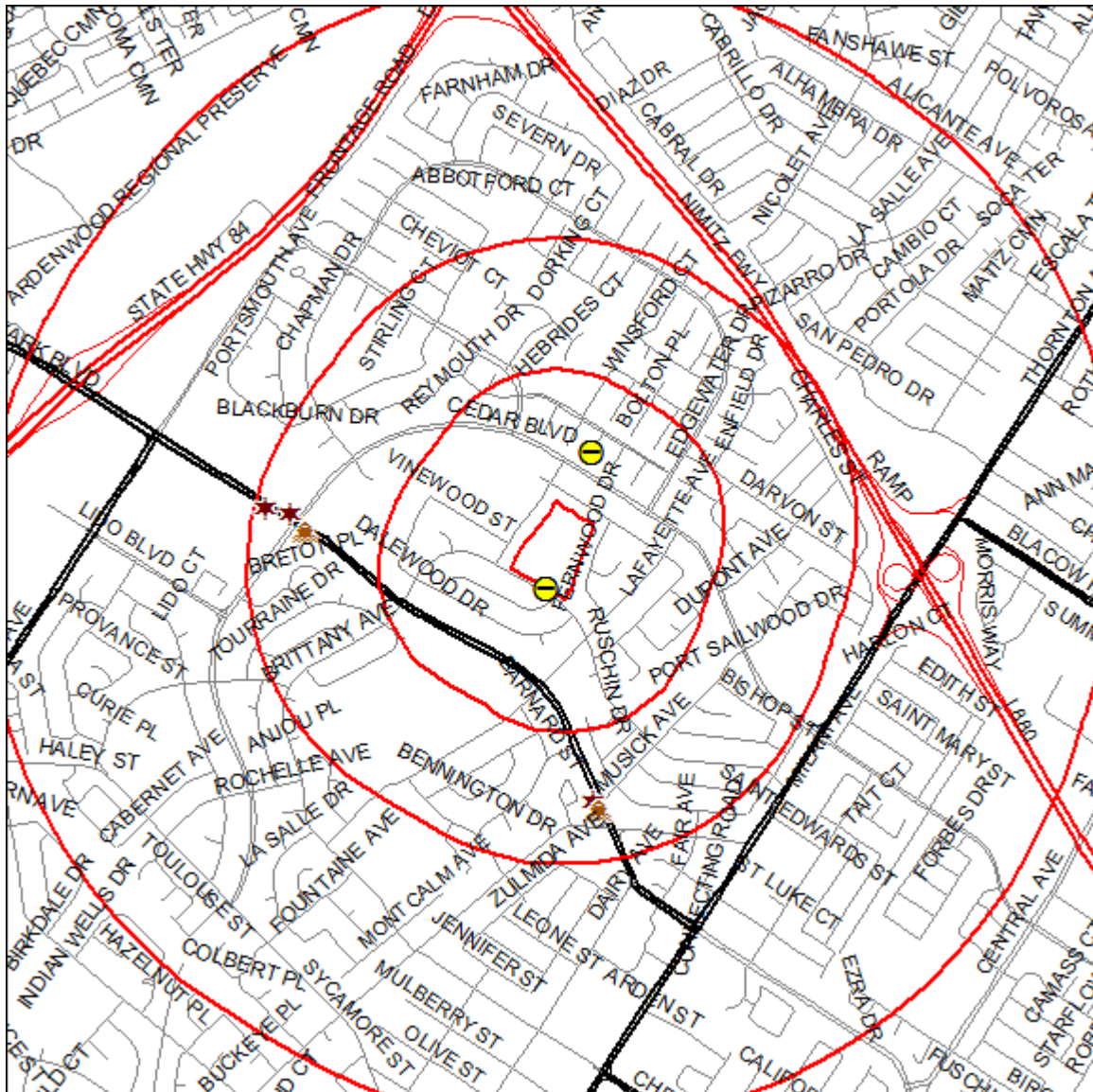
Commercial EnviroCheck Report™ – Government Records Search

Property Address: 36120 RUSCHIN DR, NEWARK, ALAMEDA County, CA

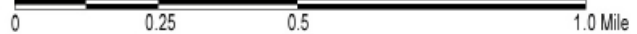
APN: 092A-0775-046

Date: 01/28/2014

Report Number: 1464885



Subject Property



SEE MAP LEGEND ON NEXT PAGE

NOTE: The map on the previous page may show more sites than are reported in the "Environmental Risk Screening Summary" table on Page 1. The map shows all sites found within the square coverage area. The table reports only those sites found within the circular AAI standard search distance for the database listed, which covers a smaller area. Outside of that standard search distance the table reports "NA" (not applicable). The AAI standard search distance differs between database categories, depending upon degree of potential hazard. See the section called "Description of Databases Searched" for the actual AAI standard search distance used for each database category.



JCP-LGS Commercial Property Disclosure Reports

The Environmental Report™
For ALAMEDA COUNTY



















Commercial EnviroCheck Report™ – Government Records Search

Property Address: 36120 RUSCHIN DR,
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	(CERCLIS NPL) Federal National Priorities List or "Superfund" sites		(LUST) Leaking Underground Storage Tanks
	(CERCLIS) Fed. Sites investigated for poss. inclusion in the NPL		(UST) Underground Storage Tanks
	(RCRA TSD) Treatment, Storage & Disposal Sites for Haz. Materials		(RCRA GEN) Potential Generator of hazardous materials Sites
	(RCRA COR) Corrective Action Sites		(SWIS) Solid Waste Landfill Facilities
	(CERCLIS ARCHIVED) CERCLIS-Archived		(SLIC) Spills, Leaks, Investig. & Cleanup
	Tribal LUST		(ENVIROSTOR) State EnviroStor Cleanup Sites Database
	Tribal UST		(CONTROLS) Deed Restriction Or Other Controls
	(ERNS) Emergency Response Notification System		(Hist-UST) Historical Underground Storage Tanks
	(HWIS) Hazardous Waste Information Summary		(AST) Aboveground Storage Tanks



JCP-LGS Commercial Property Disclosure Reports

The Environmental Report™ For ALAMEDA COUNTY

Commercial EnviroCheck Report™ – Government Records Search

Property Address: 36120 RUSCHIN DR,
NEWARK, ALAMEDA County, CA

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Date: 01/28/2014

Report Number: 1464885

Sites Found on the Databases Searched

UST sites are selected from the list maintained by the State Water Resources Control Board. Information regarding the contents of the tank, and any inspections or testing can be found on the web page www.geotracker.swrcb.ca.gov. AST site information can be obtained from the responsible county or local government agency identified in the Unified Program directory available at www.calepa.ca.gov/CUPA/Directory/default.aspx. Sites that have been identified as having a leak may also appear on one or more of the other lists reported above. Sites listed on LUST or RCACOR may not appear on the UST or AST lists if the tank has been removed and the case has been closed. Sites listed on the SWIS list may contain hazardous materials. Information is available at www.ciwmb.ca.gov/swis. NPL sites are listed by the U.S. EPA as contaminated sites that have received Federal funding to assist in cleanup. Information is available from the State at www.dtsc.ca.gov or from www.epa.gov and by calling (916) 323-3399. The CERCLIS list includes sites the Federal EPA is investigating for possible inclusion on the NPL.

For information on the lists searched for this report see the "Description of Databases Searched" Section that follows.

Open = Site listed as undergoing clean-up, investigation, or referral to another agency; or as non-active, abandoned or absorbed but not closed or completed.

Closed = Site listed as clean-up completed, release secured, no further remedial action planned, case closed, or delisted.

Active (or Inactive) = Site facility listed as actively (or not actively) engaged in a type of activity regulated under RCRA.

Deed = Site listed as completed or closed with a deed restriction.

N/A = Not Applicable – site listed as uncontaminated, or as using or storing hazardous substances.

N/P = Not Provided – site status not supplied on agency list used.

Site Name	Address	Database	Status
DESERT PETROLEUM	36589 NEWARK BLVD NEWARK, CA 94560	CA_LUST	Open
MOBIL NEW/BP 11113	35425 NEWARK BOULEVARD NEWARK, CA 94560	CA_LUST	Open
COUNTRY CLUB CLEANING	35233 NEWARK BOULEVARD NEWARK, CA 94560	CA_SLIC	Open
GRAND AUTO STORE #4029	35382 NEWARK BLVD NEWARK, CA 94560	CA_SLIC	Closed
VILLA CLEANERS	36565 NEWARK BOULEVARD NEWARK, CA 94560	CA_SLIC	Open
HERBERT BORREGO	36160 RUSCHIN DR NEWARK, CA 945601848	CA_HWIS	N/P
ROSE COBBS	5330 YARMOUTH CT NEWARK, CA 94560	CA_HWIS	N/P



JCP-LGS Commercial Property Disclosure Reports

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APN: 092A-0775-046

Date: 01/28/2014

Report Number: 1464885

Sites Missing Key Location Information

Open = Site listed as undergoing clean-up, investigation, or referral to another agency; or as non-active, abandoned or absorbed but not closed or completed.

Closed = Site listed as clean-up completed, release secured, no further remedial action planned, case closed, or delisted.

Active (or Inactive) = Site facility listed as actively (or not actively) engaged in a type of activity regulated under RCRA.

Deed = Site listed as completed or closed with a deed restriction.

N/A = Not Applicable – site listed as uncontaminated, or as using or storing hazardous substances.

N/P = Not Provided – site status not supplied on agency list used.

Many environmental sites in the databases searched have incomplete address information and cannot be precisely located. They are, therefore, considered “unlocatable” with the geocoding methods used in this report, and could potentially be anywhere in the Property city, county, or state. The table below includes unlocatable sites whose address contains a zip code that matches the Property zip code or matches a neighboring zip code whose boundary is within the radius distance searched. The sites listed are not necessarily within one mile of the Property, and they are not included on the site map in this report. The databases searched include a large number of unlocatable addresses, and the list below is limited to a maximum of 30 sites per database searched. If you wish to view a **full list** of ALL unlocatable sites in California, please download the full list from our website at the following address:

http://www.disclosures.com/sites/default/files/Current_List_of_Unlocatable_Sites_in_California.xlsx

Site Name	Address	Database	Status
GEORGIA PACIFIC TRIAD	33801 CHERRY ST. Newark, CA 94560	CA_GEO_UST	N/P
TOSCO CORPORATION SITE NO. 257003	5799 A MOWEY AVE. Newark, CA 94560	CA_GEO_UST	N/P
CARGILL SALT	7220 CENTRAL AVE. NEWARK, CA 94560	CA_AST	N/P
JEFFRY LUBE #1166	39197 CEDAR BLVD. NEWARK, CA 94560	CA_AST	N/P
NEWARK YARD	7400 MOWRY AVE. NEWARK, CA 94560	CA_AST	N/P
PABCO GYPSUM - NEWARK	37851 CHERRY ST. NEWARK, CA 94560-0405	CA_AST	N/P
PAPE MACHINERY INC.	38600 CEDAR BLVD. NEWARK, CA 94560	CA_AST	N/P
SEARS AUTO CENTER #6568	6000 MOWRY AVE. NEWARK, CA 94560-4900	CA_AST	N/P
FIRECREST PROPERTY	0 FIRECREST NEWARK, CA 94560	CA_SLIC	Closed
PRIVATE RESIDENCE	PRIVATE RESIDENCE NEWARK, CA 94560	CA_SLIC	Closed
Tolbertson Property	At Terminus of Mowry Avenue Newark, CA 94560	CA_SLIC	Open
WESTERN PACIFIC HOUSING	SYCAMORE STREET NEWARK, CA 94560	CA_SLIC	Closed
FREMONT PAVING CO INC YARD	28370 CEDAR BLVD NEWARK, CA94560	CA_HIST_UST	N/P
MATHESON GAS PRODUCTS INC	6775 CENTRAL AVENUE NEWARK, CA94560	CA_HIST_UST	N/P
REGAL STATION 414	6788 TWORNTON NEWARK, CA94560	CA_HIST_UST	N/P
SOUTHEAST ROOFING SUPPLY INC	3800 CEDAR BLVD NEWARK, CA94560	CA_HIST_UST	N/P
ALAMEDA COUNTY WATER DIST	6833 REDEKER PL NEWARK, CA 94560	CA_HWIS	N/P
Habitat for Humanity	3778 Manzanita Street NEWARK, CA 94560	CA_HWIS	N/P
HELEN T DOLATRE DMD	5944 B NEWPARK MALL RD NEWARK, CA 945605235	CA_HWIS	N/P
EBMUD	4300 EASTSHORE HIGHWAY EMERYVILLE, CA 94560	CA_ENVIROSTOR_CLE ANUP	Closed
LESLIE SALT/FMC MAGNESIA WASTE PILE	WEST OF ENTERPRISE DRIVE NEWARK, CA 94560	CA_ENVIROSTOR_CLE ANUP	Closed
OHLONE COMMUNITY COLLEGE DISTRICT SITE	CHERRY STREET NEAR MOWRY NEWARK, CA 94560	CA_ENVIROSTOR_CLE ANUP	Open
OHLONE COMMUNITY COLLEGE	CHERRY STREET NEAR MOWRY	CA_DTSC_DEED	Open



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DISTRICT SITE SUN MICROSYSTEMS, NEWARK	NEWARK, CA 94560 INTERSECTION MOURY AVE & CHERRY ST, 39200 CHERRY ST. NEWARK 94560	FED_CERCLIS_ACTIVE	Open
LESLIE SALT CO MAGNESIA PILE PROPERTY	BASE OF ENTERPRISE DR NEWARK, CA 94560	FED_CERCLIS_ARCHIV ED	Open
ACWD NEWARK DESALINATION FACILITY	6833 REDEKER PLACE NEWARK, CA94560	FED_RCRA_GEN	Active
EMPIRE EQUIPMENT CO LP	38600 CEADAR BLVD NEWARK, CA94560	FED_RCRA_GEN	Active
MOBILITY INDUSTRIES INC	3755 WILLOW ST NEWARK, CA94560	FED_RCRA_GEN	Active
SHELL OIL CO	6005 JARVIS/NEWARK NEWARK, CA94560 379000 CEDAR BLVD SUITE D & E NEWARK, CA 94560	FED_RCRA_GEN FED_ERNS	Active N/P
CALTRANS FREMONT MAINTENANCE YARD	7220 CENTRAL AVE NEWARK, CA 94560 245 MOWRY AVE FREMONT, CA 94536	FED_ERNS CA_LUST	Open Closed
EDWARD & ZULMIDA LEWIS, TRS.	3200 MOWRY AVENUE FREMONT, CA 94536	CA_LUST	Closed
FAA COW MOUNTAIN INTERLOCKING TILE	COUNTY ROAD 203C UKIAH, CA 94536 500 KING AVE FREMONT, CA 94536	CA_LUST CA_LUST	Closed Closed
SUMMERHILL WEIBEL DEVELOPMENT CITY OF FREMONT-CHASE COURT	1600 STANFORD AVE FREMONT, CA 94536 # CHASE COURT && 3RD STREET FREMONT, CA 94536	CA_LUST CA_SLIC	Closed Open
City of Fremont-Mildred Drive ROW	MILDRED DRIVE/Right-Of-Way FREMONT, CA 94536	CA_SLIC	Closed
PRIVATE RESIDENCE	PRIVATE RESIDENCE FREMONT, CA 94536	CA_SLIC	Closed
UNION PACIFIC RAILROAD TRAIN DERAILMENT	UPRR'S ALAMEDA CREEK OVERPASS FREMONT, CA 94536	CA_SLIC	Closed
PACIFIC CEMENT & AGGREGATES	35171 SEQUOIA ROAD FREMONT, CA 94536	CA_ENVIROSTOR_CLE ANUP	Open
MCI WORLDCOM	39800 EUREKA DR. NEWARK, CA	CA_AST	N/P
MORTON SALT COMPANY Mowry Road Site	7380 MORTON AVE. NEWARK, CA 8100 Mowry Rd (W End Mowry Landing Rd) Newark, CA	CA_AST CA_SWIS	N/P Closed
Mowry Road Site	8100 Mowry Rd (W End Mowry Landing Rd) Newark, CA	CA_SWIS	Closed
Former Newark Sportsmen's Club	HICKORY STREET && PERRIN AVE Newark, CA	CA_SLIC	Open
Newark Sportsman Club Tract 7004--Newark	Newark, CA	CA_SLIC CA_SLIC	Open Closed
DIVERSIFIED INSULATION	, NEWARK 7220 CENTRAL AVE. NEWARK, CA	FED_CERCLIS_ACTIVE FED_ERNS	Open Closed
ALCO PUMP STA. J-3 BEACON STATION 3604	UNION CITY BLVD. Union City, CA N/P	CA_GEO_UST CA_GEO_UST	N/P N/P
CALDECOTT TUNNEL MAINTENANCE	WEST END CALDECOTT TUNNEL Oakland, CA 94618	CA_GEO_UST	N/P
CALDECOTT TUNNEL MAINTENANCE	W. END CALDECOTT TUNNEL Oakland, CA 94618	CA_GEO_UST	N/P
CHEVRON STATION #91924	9404 SOUTH FRONT ST LIVERMORE, CA 94550	CA_GEO_UST	N/P
D-1 PUMPING FACILITY DALCO NATIONALEASE	FARALLON DRIVE San Leandro, CA 2595 ALVARADO STREET , CA	CA_GEO_UST CA_GEO_UST	N/P N/P
F PUMPING FACILITY Facility 01-000-041023	FAIRWAY DR. San Leandro, CA 7011 East Ave. MS9221 Livermore, CA 94550	CA_GEO_UST CA_GEO_UST	N/P N/P
Facility 01-000-054202	Coast Guard Island Alameda, CA 94501	CA_GEO_UST	N/P
Facility 01-000-065219	1616 Fortmann Way Alameda, CA 94501	CA_GEO_UST	N/P
Facility 01-000-306336	38000 Palomares Rd. Sunol, CA 94586	CA_GEO_UST	N/P
Facility 01-000-502066	Dublin Blvd. && Amador Plaza Rd. Dublin, CA 94568	CA_GEO_UST	N/P
NATIONAL AIRMOTIVE/ENGINE TEST NATIONAL CAR RENTAL SYSTEM, INC.	6711 LOCKHEED ST. Oakland, CA 94621 100 AIRPORT DR. Oakland, CA 94621	CA_GEO_UST CA_GEO_UST	N/P N/P
OAKLAND ARMY BASE	10 ST CHARLES AVE OAKLAND, CA 94626	CA_GEO_UST	N/P
SFWD SUNOL YARD	505 Paloma Way Sunol, CA 94586	CA_GEO_UST	N/P
STAPLES RANCH	EL CHARRO RD. (I-580/EL CHARRO)	CA_GEO_UST	N/P



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STATE OF CALIF / DEPT OF TRANSPORTATION SUNOL FIRE STATION	Pleasanton, CA 94566 5500 JACKSON ST WEST HAYWARD, CA 94545	CA_GEO_UST	N/P
	11345 PLEASANTON - SUNOL RD. Pleasanton, CA 94566	CA_GEO_UST	N/P
UC BERKELEY - PUREENERGY UNOCAL STATION 11119	1 CROSS CAMPUS RD Berkeley, CA 94587	CA_GEO_UST	N/P
	31300 ALVARADO - NILES RD. Union City, CA 94587	CA_GEO_UST	N/P
AVEGEN, INC.	1301 HARBOR BAY PARKWAY ALAMEDA, CA 94502	CA_AST	N/P
BAYER	800 DWIGHT WAY BERKELEY, CA 94710	CA_AST	N/P
BERKELEY CEMENT	1200 SIXTH STREET BERKELEY, CA 94741	CA_AST	N/P
BERKELEY MARINE CENTER, INC.	1 SPINNAKER WAY BERKELEY, CA 94710	CA_AST	N/P
CLAREMONT CENTER DEPT. OF HEALTH SERVICES	44 ROBLE COURT BERKELEY, CA 94704	CA_AST	N/P
	2151 BERKELEY WY. BERKELEY, CA 94704	CA_AST	N/P
FALLON VILLAGE	5220 FALLON RD DUBLIN, CA 94568	CA_AST	N/P
FEDERAL CORRECTIONS INSTITUTE	5701 8TH ST., CAMP PARKS DUBLIN, CA 94568	CA_AST	N/P
HERTZ EQUIPMENT RENTAL 9747-00	1475 EASTSHORE HIGHWAY BERKELEY, CA	CA_AST	N/P
JIFFY LUBE #606	2492 CASTRO VALLEY BLVD. CASTRO VALLEY, CA 94546	CA_AST	N/P
LAWRENCE BERKELEY LABORATORY MCI WORLDCOM	1 CYCLOTRON RD. BERKELEY, CA 94720	CA_AST	N/P
	5994 GLEASON DR DUBLIN, CA 94568	CA_AST	N/P
NCPA CT No. 1 ALAMEDA FACILITY	2900 MAIN ST. ALAMEDA, CA 94501	CA_AST	N/P
NEXTEL COMMUNICATIONS	5996 GLEASON DR. DUBLIN, CA 94568	CA_AST	N/P
O.C. JONES AND SONS, INC.	1520 FOURTH ST BERKELEY, CA 94710	CA_AST	N/P
OFFICE OF ENVR HEALTH & SAFETY	317 UNIVERSITY HALL BERKELEY, CA 94720	CA_AST	N/P
PACIFIC RACING ASSOCIATION	1100 EASTSHORE HWY ALBANY, CA 94706	CA_AST	N/P
PARKE-DAVIS LABORATORY	1501 HARBOR BAY PKWY. ALAMEDA, CA 94502	CA_AST	N/P
PENNZOIL QUAKER STATE CO. PUMP STATION Q	2015 GRAND ST. ALAMEDA, CA 94501	CA_AST	N/P
	1451 SECOND ST. BERKELEY, CA 94710	CA_AST	N/P
SANTA RITA FUELING STATION	6175 MADIGAN RD. DUBLIN, CA 94568	CA_AST	N/P
UNITED RENTALS INC	6457 DUBLIN CT. DUBLIN, CA 94568	CA_AST	N/P
1950 MLK, LLC	1950 Martin Luther King Jr. Way Berkeley, CA 94703	CA_LUST	Open
ALCO EAST COUNTY HALL OF JUSTICE	0 GLEASON/HACIENDA DRIVE DUBLIN, CA 94568	CA_LUST	Closed
BEACON #719	2620 OLD 1ST Livermore, CA 94550	CA_LUST	Closed
BERKELEY HOUSING AUTHORITY	1400 MARTIN LUTHER KING BERKELEY, CA 94704	CA_LUST	Closed
BP #11120	6400 DUBLIN DUBLIN, CA 94568	CA_LUST	Closed
CALTRANS 238 ONRAMP / GAS STATION	UNKNOWN HWY 238 INTERCHANGE && CASTRO VALLEY BLVD CASTRO VALLEY, CA 94544	CA_LUST	Closed
CHILDREN'S HOSPITAL OAKLAND	4701 MARTIN LUTHER KING JR. WAY Oakland, CA 94609	CA_LUST	Open
CITY OF ALBANY CORP YARD	507 SAN GABRIEL Albany, CA 94706	CA_LUST	Closed
COYOTE HILLS COMMUNICATION	# PATTERSON RANCH ROAD FREMONT, CA 94538	CA_LUST	Closed
DIABLO CELLULAR	106-110 HEGENBERGER Oakland, CA 94621	CA_LUST	Closed
DOOLITTLE ASSOCIATES	900 DOOLITTLE DR SAN LEANDRO, CA 94577	CA_LUST	Closed
FORMER AT&T WALPERT RIDGE RADIO RELAY SITE	WALPERT RIDGE HAYWARD, CA 94544	CA_LUST	Closed
KTVU	2 JACK LONDON Oakland, CA 94607	CA_LUST	Closed
MISSION CLAY PRODUCTS CORPORATION	2225 OLD CANYON ROAD FREMONT, CA 94538	CA_LUST	Open
OLD HERALD NEWS	6207 SIERRA Dublin, CA 94568	CA_LUST	Closed



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PRIVATE RESIDENCE	PRIVATE RESIDENCE SAN LEANDRO, CA 94578	CA_LUST	Closed
PRIVATE RESIDENCE	PRIVATE RESIDENCE ALAMEDA, CA 94501	CA_LUST	Closed
PRIVATE RESIDENCE	PRIVATE RESIDENCE PIEDMONT, CA 94611	CA_LUST	Open
SFWD SAN ANTONIO PUMP STATION SHELL #13-5691	5555 CALAVERAS Sunol, CA 94586	CA_LUST	Closed
TEXACO #21-1277 / LIVERMORE	285 HEGENBERGER Oakland, CA 94621	CA_LUST	Closed
GERMAN AUTO	2730 OLD 1ST Livermore, CA 94550	CA_LUST	Closed
THOMAS SHORT COMPANY	3430 WOOD STREET Oakland, CA 94607	CA_LUST	Closed
UNKNOWN	1649 MARTIN LUTHER KING BERKELEY, CA 94714	CA_LUST	Closed
USCG SUPPORT CENTER	0 COAST GUARD ISLAND Alameda, CA 94501	CA_LUST	Closed
WEST COAST PROPERTY MANAGEMENT	2547 8TH ST BERKELEY, CA 94710	CA_LUST	Closed
Alameda Point OU3 (Former NAS Alameda)	Alameda Point Alameda, CA	CA_SWIS	Closed
Alameda Point OU4A (Former NAS Alameda)	Alameda Point Alameda, CA	CA_SWIS	Closed
Albany Landfill	W End Buchanan St. Albany, CA	CA_SWIS	Closed
All Cities LF/Kofy Radio Site	N Of W End W Winton Ave Hayward, CA	CA_SWIS	Closed
All Cities LF/Kofy Radio Site	N Of W End W Winton Ave Hayward, CA	CA_SWIS	Closed
Berkeley Landfill	Foot Of Virginia Street; Marina Berkeley, CA	CA_SWIS	Closed
City Of Alameda SW II-2 Disposal Site	N Side Doolittle Dr @ Br To Alameda Isl. Alameda, CA	CA_SWIS	Closed
City Of Alameda SW II-2 Disposal Site	N Side Doolittle Dr @ Br To Alameda Isl. Alameda, CA	CA_SWIS	Closed
Crow Canyon SWDS	87499 (8795) Norris Cyn Rd On Castro Ran Hayward, CA	CA_SWIS	Closed
Davis Street Sanitary Landfill	W End Of Davis St. San Leandro, CA	CA_SWIS	Closed
Davis Street Sanitary Landfill	W End Of Davis St. San Leandro, CA	CA_SWIS	Closed
Del Valle Reservoir DS	Arroyo Rd, 1/4 Mi Nw Of Del Valle Dam Livermore, CA	CA_SWIS	Closed
Dublin/Hacienda Incinerator Ash Site	W. of Hacienda and Digital Drive Pleasanton, CA	CA_SWIS	Closed
East Bay Municipal Utility District	2020 Wake Ave. Oakland, CA	CA_SWIS	Open
Emeryville Ashby (Point Emery)	W End Of Ashby Ave Emeryville, CA	CA_SWIS	Closed
Emeryville Dump	W End Of Powell St Emeryville, CA	CA_SWIS	Closed
Grant Avenue Composting Operation	End of Grant Avenue San Leandro, CA	CA_SWIS	Open
Hexcel/F&P Property	Mines Rd/4350-4375 Technology Drive Livermore, CA	CA_SWIS	Closed
Jess Ranch Sewage Sludge Landspreading	I-580 And Grant Line Road Livermore, CA	CA_SWIS	Open
Livermore Dump	S Side Raymond Rd, W Of Ames St Livermore, CA	CA_SWIS	Closed
Livermore Sanitation Recy. Materials T/F	7000 National Dr. Livermore, CA	CA_SWIS	Open
Marciel Ranch Landspreading	Jess Ranch Road Livermore, CA	CA_SWIS	Open
Moraga Ave DS/AKA City Of Piedmont DS	N Of Moraga Ave, W Of Red Rock Rd Piedmont, CA	CA_SWIS	Closed
Moraga Ave DS/AKA City Of Piedmont DS	N Of Moraga Ave, W Of Red Rock Rd Piedmont, CA	CA_SWIS	Closed
North Port Of Oakland Refuse DS/Raiders	Se Corner Doolittle Rd X Harbor Bay Pkwy Oakland, CA	CA_SWIS	Closed
Old West Winton Landfill	S Side Of W End W Winton Rd Hayward, CA	CA_SWIS	Closed
San Leandro Marina DS	13800 Manarch Bay Drive San Leandro, CA	CA_SWIS	Closed
Santa Fe Pacific Berkeley Landfill	Bet I80 & Marina-Near The Racetrack Berkeley, CA	CA_SWIS	Closed
Santa Rita Jail Property Burn Pit & Lf	North End Barnett Blvd. Pleasanton, CA	CA_SWIS	Closed
Shepherd Canyon Park IDS	NW Side Escher Dr bwt Shepherd+Bagshotte Oakland, CA	CA_SWIS	Closed
West Beach Sanitary Landfill	Sw Corner Alameda Nas Alameda, CA	CA_SWIS	Closed
West Beach Sanitary Landfill	Sw Corner Alameda Nas Alameda, CA	CA_SWIS	Closed
BERKELEY LAND COMPANY	UNKNOWN 51ST ST && TELEGRAPH AVE	CA_SLIC	Open



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CHEMSECO EASTSHORE PARK - REMAINDER	OAKLAND, CA 94607 1 TARA COURT UNION CITY, CA 94587	CA_SLIC	Open
	BERKELEY, ALBANY, && RICHMOND BERKELEY, CA	CA_SLIC	Open
EMERYVILLE APARTMENT COMPLEX DEVELOPMENT	UNKNOWN FRONTAGE RD EMERYVILLE, CA	CA_SLIC	Open
FEDERIGHI TRUST NO 2	1335/1370 DAVIS ST SAN LEANDRO, CA	CA_SLIC	Closed
GENERAL ELECTRIC COMPANY	5441 14TH ST E OAKLAND, CA 94601	CA_SLIC	Open
LAKE MERRITT TOWERS	UNKNOWN VALDEZ && GRAND AVE OAKLAND, CA 94612	CA_SLIC	Open
LIVERMORE DEPARTMENT OF PUBLIC WORKS	UNKNOWN RINCON && JUNIPER && SPRUCE LIVERMORE, CA 94550	CA_SLIC	Open
MOIA, NATIONAL AIRMOTIVE CORPORATION	6701 EARHART OAKLAND, CA 94621	CA_SLIC	Open
OAKLAND REDEVELOPMENT AGENCY	UNKNOWN 13TH ST && JEFFERSON && M L KING JR OAKLAND, CA 94607	CA_SLIC	Closed
PARKS RFTA	0 PARKS RFTA DUBLIN, CA 94568	CA_SLIC	Open
PORT OF OAKLAND NORTH FIELD HANGER 6	UNKNOWN OAKLAND INTERNATIONAL AIRPORT OAKLAND, CA 94607	CA_SLIC	Open
PRIVATE RESIDENCE	PRIVATE RESIDENCE EMERYVILLE, CA 94608	CA_SLIC	Closed
PRIVATE RESIDENCE	PRIVATE RESIDENCE OAKLAND, CA 94609	CA_SLIC	Open
RICHMOND TANK CAR	UNKNOWN UNKNOWN LIVERMORE, CA 94550	CA_SLIC	Open
Tracy Pumping Plant UNKNOWN	KELSO ROAD BYRON, CA UNKNOWN 64TH && 65TH ST EMERYVILLE, CA 94617	CA_SLIC CA_SLIC	Open Closed
WESTINGHOUSE ELECTRIC - PARCEL 4	4899 PELADEAU EMERYVILLE, CA 94608	CA_SLIC	Open
Yokota Nursery, former	467,505, AND517 MARINA BOULEVARD San Leandro, CA	CA_SLIC	Closed
GENERAL ELECTRIC CO	5441 E 14TH ST OAKLAND, CA 946010000	CA_ENVIROSTOR_COR RACT	N/P
LAWRENCE BERKELEY NATIONAL LABORATORY	1 CYCLOTRON RD BERKELEY, CA 947200000	CA_ENVIROSTOR_COR RACT	N/P
NAVY BRAC PMO.W ALAMEDA PT.	WESY END CITY OF ALAMEDA ALAMEDA, CA 945010000	CA_ENVIROSTOR_COR RACT	N/P
PROCESS TECHNOLOGY COMPANY/MOBILE UNIT	609 WINDE MERE ISLE ALAMEDA, CA 945010000	CA_ENVIROSTOR_COR RACT	N/P
US NAVY/FLEET & INDUST SUPL CTR OAKLAND	250 EXECUTIVE WAY OAKLAND, CA 946255000	CA_ENVIROSTOR_COR RACT	N/P
63RD STREET TRUNK SEWER PROJECT	63RD STREET EMERYVILLE, CA 94608	CA_ENVIROSTOR_CLE ANUP	Closed
ARDEN ROAD PROPERTY	ARDEN ROAD / DANTE COURT HAYWARD, CA 94545	CA_ENVIROSTOR_CLE ANUP	Open
AT & SF RAILROAD PROPERTY	ALONG WOOD && 32ND STREET OAKLAND, CA 94607	CA_ENVIROSTOR_CLE ANUP	Open
BERKELEY LANDFILL COMPANY	BETWEEN I-80, FRONTAGE RD && MARINA BERKELEY, CA 94710	CA_ENVIROSTOR_CLE ANUP	Open
CAL TECH METALS	825, 829, 841 31ST STREET OAKLAND, CA 94608	CA_ENVIROSTOR_CLE ANUP	Open
CHINATOWN REDEVELOPMENT - OAKLAND	BOUNDED BY 11TH, 10TH,WEBSTER && FRANKLIN OAKLAND, CA 94601	CA_ENVIROSTOR_CLE ANUP	Open
INTERNATIONAL BOULEVARD SITE	8000/8024/8040 International Boulevard Oakland, CA 94621	CA_ENVIROSTOR_CLE ANUP	Open
KRENZ INC	ASHBY && 6TH STREET BERKELEY, CA 94710	CA_ENVIROSTOR_CLE ANUP	Open
L&M PLATING	920/930 54TH AVENUE OAKLAND, CA 94601	CA_ENVIROSTOR_CLE ANUP	Closed
LIVERMORE ARCADE SITE	FIRST STREET && SOUTH P STREET LIVERMORE, CA 94550	CA_ENVIROSTOR_CLE ANUP	Open
MACARTHUR ST. ON-RAMP WIDENING PROJECT	I-580 FROM LOUISE TO ETTIE STREETS OAKLAND, CA 94608	CA_ENVIROSTOR_CLE ANUP	Closed
MANDELA PARKWAY EXTENSION	MANDELA PARKWAY && 32ND STREET	CA_ENVIROSTOR_CLE	Open



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PROJECT NUCLEPORE CORPORATION	OAKLAND, CA 94607 2035 COMMERCE CIRCLE PLEASANTON, CA 94566	ANUP CA_ENVIROSTOR_CLE ANUP	Open
OAKLAND POWER PLANT	50 MARTIN LUTHER KING JR. WAY OAKLAND, CA 94607	CA_ENVIROSTOR_CLE ANUP	Open
Parks Reserve Forces Training Area	BLDG. 790, 5TH STREET DUBLIN, CA 94568	CA_ENVIROSTOR_CLE ANUP	Open
PG&E OAKLAND-1 MGP	50 MARKET STREET && 101 JEFFERSON STREET OAKLAND, CA 94607	CA_ENVIROSTOR_CLE ANUP	Open
PORT OF OAKLAND - EMBARCADERO COVE	DENNISON && EMBARCADERO STREETS OAKLAND, CA 94606	CA_ENVIROSTOR_CLE ANUP	Open
SOLID WASTE MANAGEMENT CENTER	2ND && GILMAN STREETS BERKELEY, CA 94704	CA_ENVIROSTOR_CLE ANUP	Open
ST ALBANS SENIOR CENTER	I-80 FRONTAGE ROAD, NORTH OF POWELL EMERYVILLE, CA 94608	CA_ENVIROSTOR_CLE ANUP	Open
T&P MACHINE SHOP	760 && 788 98TH AVENUE OAKLAND, CA 94613	CA_ENVIROSTOR_CLE ANUP	Open
THOMAS A. SHORT COMPANY	3430 WOOD STREET OAKLAND, CA 94607	CA_ENVIROSTOR_CLE ANUP	Closed
TURK ISLAND	5000 FEET SOUTH OF MARINA BLVD && NEPTUNE SAN LEANDRO, CA 94577	CA_ENVIROSTOR_CLE ANUP	Open
U-HAUL/YUMAE SCHOOL SITE	5300/5490 International Boulevard Oakland, CA 94601	CA_ENVIROSTOR_CLE ANUP	Open
UNITED STATES COAST GUARD	ELEVENTH COAST GUARD DISTRICT, B. 50-6 ALAMEDA, CA 94501	CA_ENVIROSTOR_CLE ANUP	Open
VERDESE CARTER PARK	98TH && BANCROFT AVENUES OAKLAND, CA 94603	CA_ENVIROSTOR_CLE ANUP	Open
WEIMEYER CORPORATION SITE	700 72ND AVENUE OAKLAND, CA 94621	CA_ENVIROSTOR_CLE ANUP	Open
ALAMEDA NAS	2,616 ACRES IN ALAMEDA, CALIFORNIA ALAMEDA, CA 94501	CA_DTSC_DEED	Open
ALAMEDA NAS	2,616 ACRES IN ALAMEDA, CALIFORNIA ALAMEDA, CA 94501	CA_DTSC_DEED	Open
ALAMEDA NAS	2,616 ACRES IN ALAMEDA, CALIFORNIA ALAMEDA, CA 94501	CA_DTSC_DEED	Open
ALAMEDA NAS	2,616 ACRES IN ALAMEDA, CALIFORNIA ALAMEDA, CA 94501	CA_DTSC_DEED	Open
ALAMEDA NAS	2,616 ACRES IN ALAMEDA, CALIFORNIA ALAMEDA, CA 94501	CA_DTSC_DEED	Open
ALAMEDA NAS	2,616 ACRES IN ALAMEDA, CALIFORNIA ALAMEDA, CA 94501	CA_DTSC_DEED	Open
ALAMEDA NAS	2,616 ACRES IN ALAMEDA, CALIFORNIA ALAMEDA, CA 94501	CA_DTSC_DEED	Open
ALAMEDA NAS	2,616 ACRES IN ALAMEDA, CALIFORNIA ALAMEDA, CA 94501	CA_DTSC_DEED	Open
ALAMEDA NAS	2,616 ACRES IN ALAMEDA, CALIFORNIA ALAMEDA, CA 94501	CA_DTSC_DEED	Open
ALAMEDA NAS	2,616 ACRES IN ALAMEDA, CALIFORNIA ALAMEDA, CA 94501	CA_DTSC_DEED	Open
AMTRAK MAINTENANCE FACILITY	3RD && UNION STREETS OAKLAND, CA 94607	CA_DTSC_DEED	Open
BAY STREET EXTENSION	64TH && POWELL STREETS EMERYVILLE, CA 94608	CA_DTSC_DEED	Open
BAY STREET EXTENSION	64TH && POWELL STREETS EMERYVILLE, CA 94608	CA_DTSC_DEED	Open
BNSF WOOD STREET YARD	WOOD STREET && WEST GRAND AVENUE OAKLAND, CA 94607	CA_DTSC_DEED	Open
CITY OF OAKLAND - SUBARU LOT	WAKE AVENUE && WEST GRAND AVENUE STREET OAKLAND, CA 94607	CA_DTSC_DEED	Open
DAVIS WIRE CORP.	31775 HAYMAN S TREET HAYWARD, CA 94544	CA_DTSC_DEED	Open
EMERYVILLE MARKETPLACE	BTW 64TH && POWELL ST ON N && S, BY HWY 80 EMERYVILLE, CA 94608	CA_DTSC_DEED	Open
FLEET INDUSTRIAL SUPPLY CENTER,	531 ACRES; EASTERN SHORE OF THE SF	CA_DTSC_DEED	Open



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OAKLAND GENERAL ELECTRIC - OAKLAND	BAY OAKLAND, CA 94625 5441 EAST 14TH STREET OAKLAND, CA 94601	CA_DTSC_DEED	Open
HOWARD MARINE TERMINAL SITE	EMBARCADERO WEST && MARKET STREETS OAKLAND, CA 94604	CA_DTSC_DEED	Open
HOWARD MARINE TERMINAL SITE	EMBARCADERO WEST && MARKET STREETS OAKLAND, CA 94604	CA_DTSC_DEED	Open
IKEA (FORMER BARBARY COAST)	4300 EASTSHORE HIGHWAY EMERYVILLE, CA 94608	CA_DTSC_DEED	Open
LIVERMORE SENIOR HOUSING	EAST OF MURRIETA BLVD. LIVERMORE, CA 94550	CA_DTSC_DEED	Open
PG&E OAKLAND-1 MGP	50 MARKET STREET && 101 JEFFERSON STREET OAKLAND, CA 94607	CA_DTSC_DEED	Open
PG&E OAKLAND-1 MGP	50 MARKET STREET && 101 JEFFERSON STREET OAKLAND, CA 94607	CA_DTSC_DEED	Open
PORT OF OAKLAND - EMBARCADERO COVE	DENNISON && EMBARCADERO STREETS OAKLAND, CA 94606	CA_DTSC_DEED	Open
PORT OF OAKLAND/CINEMA PROJECT	CLAY && EMBARCADERO OAKLAND, CA 94706	CA_DTSC_DEED	Open
SHELLMOUND STREET	4300 EASTSHORE HIGHWAY EMERYVILLE, CA 94608	CA_DTSC_DEED	Open
SHELLMOUND STREET	4300 EASTSHORE HIGHWAY EMERYVILLE, CA 94608	CA_DTSC_DEED	Open
ALAMEDA NAVAL AIR STATION	W END CITY OF ALAMEDA, ALAMEDA 94501	FED_CERCLIS_NPL	Open
BRANN STREET MERCURY HARRIS DRY CLEANERS	6408 BRANN STREET, 2801 MARTIN LUTHER KING JR. WAY, OAKLAND 94609	FED_CERCLIS_ACTIVE FED_CERCLIS_ACTIVE	Open Open
HAYWARD AIR NATIONAL GUARD BASE	HAYWARD AIR NATIONAL GUARD BASE, HAYWARD 94545	FED_CERCLIS_ACTIVE	Open
KIMBERLY COMMONS MERCURY	4634 KIMBERLY COMMONS, LIVERMORE	FED_CERCLIS_ACTIVE	Open
LEONA HEIGHTS SULPHUR MINE	END OF MCDONNELL AVE NEAR, JUNCTION OF HWY 13 AND I-580 OAKLAND 94619	FED_CERCLIS_ACTIVE	Open
LIVERMORE ARCADE SHOPPING CENTER	FIRST & P STREETS, LIVERMORE 94550	FED_CERCLIS_ACTIVE	Open
LIVERMORE MERCURY	INTERSECTION OF LAMBAREN AVE & RINCON AV, LIVERMORE 94551	FED_CERCLIS_ACTIVE	Open
OAKLAND ARMY BASE WAREHOUSE AREA	TULAGI ST, OAKLAND 94626	FED_CERCLIS_ACTIVE	Open
OLIVINA AVE. MERCURY	917 OLIVINA AVENUE, LIVERMORE 945512678	FED_CERCLIS_ACTIVE	Open
PARKS RESERVE FORCES TRAINING AREA	5TH STREET BLDG. 790, DUBLIN 96854	FED_CERCLIS_ACTIVE	Open
PLEASANTON RESIDENTIAL MERCURY RESPONSE	, PLEASANTON	FED_CERCLIS_ACTIVE	Open
ROBERTS TIRES	4333 MCARTHUR BOULEVARD, OAKLAND 94619	FED_CERCLIS_ACTIVE	Open
SOUTHERN PACIFIC RAILWAY- EMERYVILLE	WEST OF 4525 HOLLIS STREET, EMERYVILLE 94608	FED_CERCLIS_ACTIVE	Open
ALBANY LDFL CO	BUCHANAN ST ALBANY, CA 94706	FED_CERCLIS_ARCHIV ED	Open
ARDEN ROAD PROPERTY	ARDEN RD HAYWARD, CA 94541	FED_CERCLIS_ARCHIV ED	Open
BAY CITIES RUBBISH DSPL CO	FOOT OF W WINTON AVE HAYWARD, CA 94541	FED_CERCLIS_ARCHIV ED	Open
BERKELEY LDFL CO	VIRGINIA ST && FT OF UNIVERSITY BERKELEY, CA 94704	FED_CERCLIS_ARCHIV ED	Open
BUSINESS AIRCRAFT DISTR	OAKLAND ARPT OAKLAND, CA 94621	FED_CERCLIS_ARCHIV ED	Open
CALIFORNIA WATER SERV WELL #10- 01	RICHEN AVE && SUNSET DRIVE LIVERMORE, CA 94550	FED_CERCLIS_ARCHIV ED	Open
CAPITOL REF CO	FOOT OF 64TH ST EMERYVILLE, CA 94608	FED_CERCLIS_ARCHIV ED	Open



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EAST BAY RUBBISH DSPL CO	FOOT OF DURHAM RD FREMONT, CA 94538	FED_CERCLIS_ARCHIVED	Open
ELTRA CORP PRESTOLITE BATTERY OAKLAND	98TH ST && BANCROFT AVE OAKLAND, CA 94603	FED_CERCLIS_ARCHIVED	Open
EMERYVILLE MARKETPLACE	BETW 64TH, POWELL,180, SPRR TR EMERYVILLE, CA 94608	FED_CERCLIS_ARCHIVED	Open
GENERAL ELECTRIC CO	5441 E 14TH ST OAKLAND, CA 94601	FED_CERCLIS_ARCHIVED	Open
GOLDEN GATE AVIATION	OAKLAND ARPT OAKLAND, CA 94621	FED_CERCLIS_ARCHIVED	Open
LAWRENCE BERKELEY LABORATORY	1 CYCLOTRON RD BERKELEY, CA 94720	FED_CERCLIS_ARCHIVED	Open
MARINA DSPL SITE	FOOT OF MARINA BLVD-NEPTUNE BL SAN LEANDRO, CA 94577	FED_CERCLIS_ARCHIVED	Open
NATIONAL LEAD CO	47TH AVE && E 10TH ST OAKLAND, CA 94601	FED_CERCLIS_ARCHIVED	Open
NAVY PUBLIC WORKS CENTER SAN FRANCISCO	NAVAL SUPPLY CENTER OAKLAND OAKLAND, CA 94623	FED_CERCLIS_ARCHIVED	Open
OAKLAND ARPT	AIRPORT DR OAKLAND, CA 94614	FED_CERCLIS_ARCHIVED	Open
PACIFIC AIRMOTIVE	OAKLAND ARPT OAKLAND, CA 94621	FED_CERCLIS_ARCHIVED	Open
PG&E GAS PLANT LIVERMORE	200 TO 375 FT W OF N ST && RR LIVERMORE, CA 94550	FED_CERCLIS_ARCHIVED	Open
PG&E GAS PLANT OAKLAND 601 2	1ST BET JEFFERSON && MARKET OAKLAND, CA 94607	FED_CERCLIS_ARCHIVED	Open
PG&E GAS PLANT OAKLAND 601 2A	FIRST && WASHINGTON OAKLAND, CA 94607	FED_CERCLIS_ARCHIVED	Open
PG&E GAS PLANT SAN LEANDRO	ALVARDO && ST JOHNS STS SAN LEANDRO, CA 94578	FED_CERCLIS_ARCHIVED	Open
PIE / NATIONWIDE TRUCK FACILITY	5500 EASTSHORE FREEWAY EMERYVILLE, CA 94608	FED_CERCLIS_ARCHIVED	Open
PORT OF OAKLAND	EMBARCADERO CV MARINA SITE OAKLAND, CA 94606	FED_CERCLIS_ARCHIVED	Open
ROHM & HAAS CO	25500 SHITESSELL ST HAYWARD, CA 94544	FED_CERCLIS_ARCHIVED	Open
SEASIDE OIL CO	NE1/4 OF SW1/4 SEC 28 T3N R23W VENTURA, CA 94706	FED_CERCLIS_ARCHIVED	Open
SOLID WASTE MGMT CTR	SECOND && GILMAN STS BERKELEY, CA 94704	FED_CERCLIS_ARCHIVED	Open
TONY LEMA GOLF COURSE LDFL	5000' S OF MARINA BLVD SAN LEANDRO, CA 94577	FED_CERCLIS_ARCHIVED	Open
TROJAN POWDER WORKS	2205 LEWELLING BLVD SAN LEANDRO, CA 94579	FED_CERCLIS_ARCHIVED	Open
AMCO CHEMICAL	700 98TH AVE SAN LEANDRO, CA94577	FED_RCRA_GEN	Active
AMERICAN EXTERIOR COATING	3852 BAYCENTER PL HAYWARD, CA94545	FED_RCRA_GEN	Active
ARMY & AIR FORCE ESCH SVC	BLD 99 MARATIME OAKLAND, CA94623	FED_RCRA_GEN	Active
CALTRANS BERKELEY	I 80 BTW ASHBY AVE AND GILMAN ST BERKELEY, CA94710	FED_RCRA_GEN	Active
GRANT AVE TRAMMELL CROW CO	2509 GRANT AVE SAN LEANDRO, CA94577	FED_RCRA_GEN	Active
HERAEUS AMERSIL INC	45875 E NORTHPOINT LOOP FREMONT, CA94538	FED_RCRA_GEN	Active
HWY 13 AT TUNNEL RD	HWY 13 AT TUNNEL RD OAKLAND, CA94618	FED_RCRA_GEN	Active
INTEGRATED SUPPORT COMMAND ALAMEDA	COAST GUARD ISLAND BLDG. 15 EMBARCADERO AND DENNISON ALAMEDA, CA94501	FED_RCRA_GEN	Active
LAWRENCE BERKELEY NATIONAL LABORATORY	ONE CYCLOTRON ROAD BERKELEY, CA94720	FED_RCRA_GEN	Active
PACIFIC RIM	1338 CYPRESS AVE AT MANDELA PK OAKLAND, CA94607	FED_RCRA_GEN	Active
SM / HAYWARD BRIDGE	SM / HAYWARD BRIDGE HWY 92 ALAMEDA, CA94545	FED_RCRA_GEN	Active



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TESORO GASOLINE DIGAS HAYWOOD	1555 HESPERIAN BLVD SAN LEANDRO, CA94579	FED_RCRA_GEN	Active
THE PEP BOYS MANNY MOE AND JACK 816	30085 INDUSTRIAL PKWY SW UNION CITY, CA94587	FED_RCRA_GEN	Active
TOSCO NORTHWEST CO	3255 MCCARTNEY RD ALAMEDA, CA94501	FED_RCRA_GEN	Active
UC BERKELEY PHYSICAL PLANT	2000 CARLETON ST BERKELEY, CA94720	FED_RCRA_GEN	Active
UNIV OF CALIFORNIA BERKELEY ART MUSEUM AND FILM ARCHIVE	2120 OXFORD ST BERKELEY, CA94720	FED_RCRA_GEN	Active
USAF SUNNYVALE AIR FORCE STATION	CAMP PARKS PLEASANTON, CA94566	FED_RCRA_GEN	Active
USARMY 801ST ENGNR CO OARB	BLDG 1060 OAKLAND, CA94626	FED_RCRA_GEN	Active
USARMY AMSA ECS 30G	BLDG 730 CAMP PARKS PLEASANTON, CA94568	FED_RCRA_GEN	Active
USARMY CENTER	BLDG 1086 OARB OAKLAND, CA94626	FED_RCRA_GEN	Active
USARMY OAKLAND ARMY BASE	BLDG-1 ALASKA STREET OAKLAND, CA94626	FED_RCRA_GEN	Active
USCG SPECIAL SERVICES	AUTO HOBBY SHOP GOV ISLAND ALAMEDA, CA94501	FED_RCRA_GEN	Active
USDOE SANDIA NATIONAL LABORATORIES	7011 EAST AVENUE MS 9221 LIVERMORE, CA94550	FED_RCRA_GEN	Active
USDOT FAA	AFS FREMONT 5125 CENTRAL AVE FREMONT, CA94536	FED_RCRA_GEN	Active
USNAVY PUBLIC WORKS CENTER SAN FRANCISCO	NAVAL SUPPLY CENTER OAKLAND OAKLAND, CA94623	FED_RCRA_GEN	Active
Y CHARLES SODA TRUST	APN 85A 4200 I II 1 MI E OF 28750 HAYWARD BLVD HAYWARD, CA94542	FED_RCRA_GEN	Active
CHEMICAL WASTE MANAGEMENT, INC.	35251 OLD SKYLINE ROAD KETTLEMAN CITY, CA93239	FED_RCRA_TSD	Active
LAWRENCE BERKELEY NATIONAL LABORATORY	ONE CYCLOTRON ROAD BERKELEY, CA94720	FED_RCRA_TSD	Active
USDOE SANDIA NATIONAL LABORATORIES	7011 EAST AVENUE MS 9221 LIVERMORE, CA94550	FED_RCRA_TSD	Active
CHEMICAL WASTE MANAGEMENT, INC.	35251 OLD SKYLINE ROAD KETTLEMAN CITY, CA93239	FED_RCRA_COR	Active
FLEET AND INDUSTRIAL SUPPLY CTR	250 EXECUTIVE WAY BLDG 3211C OAKLAND, CA946255000	FED_RCRA_COR	Inactive
GE OAKLAND	5441 INTERNATIONAL BLVD OAKLAND, CA94601	FED_RCRA_COR	Active
LAWRENCE BERKELEY NATIONAL LABORATORY	ONE CYCLOTRON ROAD BERKELEY, CA94720	FED_RCRA_COR	Active
USDOE SANDIA NATIONAL LABORATORIES	7011 EAST AVENUE MS 9221 LIVERMORE, CA94550	FED_RCRA_COR	Active
	3434 HIGH ST. OAKLAND, CA	FED_ERNS	N/P
	2900 MAIN ST. ALAMEDA, CA 94501	FED_ERNS	Closed
	77 BEALE ST SAN FRANCISCO, CA 94106	FED_ERNS	N/P
	1499 FERRY POINT PIER 2 ALAMEDA, CA 94501	FED_ERNS	N/P
	OAKLAND, CA	FED_ERNS	N/P
	1303 3RD STREET OAKLAND, CA	FED_ERNS	Closed
	530 WATER STREET OAKLAND, CA 94607	FED_ERNS	N/P
	SUBDIVISION: MARTINEZ NEAR GATE OAB EAST OAKLAND, CA	FED_ERNS	Closed
	COAST GUARD ISLAND ALAMEDA, CA 94501	FED_ERNS	N/P
	ALAMEDA, CA	FED_ERNS	N/P
	EMERYVILLE, CA	FED_ERNS	N/P
	MILEPOST:4.8 OAKLAND, CA	FED_ERNS	N/P
	ALAMEDA, CA	FED_ERNS	N/P
	CENTENNIAL DRIVE OAKLAND, CA	FED_ERNS	Closed
	SAN FRANCISCO BAY FREMONT, CA	FED_ERNS	N/P
	2824 SAN PABLO AVE. OAKLAND, CA	FED_ERNS	N/P
	HAYWARD, CA	FED_ERNS	N/P
	201 UNIVERSITY AVE BERKELEY, CA	FED_ERNS	N/P



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ALAMEDA, CA 94501	FED_ERNS	Closed
, CA	FED_ERNS	Closed
250 FIGEROA STREET MONTEREY, CA	FED_ERNS	N/P
1 AIRPORT DR. OAKLAND, CA 94621	FED_ERNS	Closed
1408 MIDDLE HARBOR ROAD OAKLAND, CA	FED_ERNS	Closed
555 PIERCE STREET UNIT 1726 ALBANY, CA 94716	FED_ERNS	N/P
IN BETWEEN 1310 & 1320 CAMPUS DRIVE BERKELEY, CA 94708	FED_ERNS	Open
SAN LEANDRO, CA	FED_ERNS	N/P
SAN LEANDRO, CA	FED_ERNS	N/P



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Description of Databases Searched

The JCP-LGS Commercial EnviroCheck™ Report is based on an electronic search of certain federal and state level environmental-hazard record systems, or databases. These databases are searched for hazard sites within certain radius distances around the subject property. The databases searched, and the radius distances searched from the subject property, comply with the U.S. Environmental Protection Agency (EPA) "All Appropriate Inquiry" (AAI) standard for government records search (40 CFR Part 312.26) under the U.S. Small Business Liability Relief and Revitalization Act ("the Brownfields Law").

The government databases searched for this report are identified below, along with the abbreviation used in this report, and a brief explanation about the nature of the hazard sites included in those databases.

DISCLAIMER: An EPA-compliant government records search is only one part of the "All Appropriate Inquiry" standard defined under the Brownfields Law. Compliance with all parts of the Brownfields Law is required for an "innocent landowner defense" against the future discovery of contamination on the property. This report, by itself, does NOT provide that liability protection. Please see the Terms and Conditions Section for additional information on the preparation and limitations of this screening-level report.

Federal National Priorities List, or "Superfund" sites (CERCLIS NPL):

This is a list compiled by the Federal Environmental Protection Agency (EPA) of contaminated sites with the highest priority of cleanup. The federal EPA is required to force clean up of these sites under the authority of a law called the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), which is commonly called "Superfund."

Source Agency: U.S. Environmental Protection Agency.

Search Distance Used: 1.0 mile

Database last checked by JCP-LGS: October 2013

WANT MORE INFORMATION? Contact the United States Environmental Protection Agency, (800) 424-9346.

Corrective Action Sites, sites with Known Contamination (RCRA COR):

This subset of the RCRA database (also known as the RCRA CORRACTS List), maintained by US EPA, identifies sites "subject to corrective action" at which contamination has been discovered and where some level of corrective clean-up activity has been or may be undertaken. For example, a site may have been on the RCRA TSD or a RCRA GEN site list (see above), and was placed on the CORRACTS list once contamination was discovered and remediation was underway.

Source Agency: U.S. Environmental Protection Agency.

Search Distance Used: 1.0 mile

Database last checked by JCP-LGS: October 2013

WANT MORE INFORMATION? Contact the United States Environmental Protection Agency, (800) 424-9346.

Federal Sites Investigated for Possible Inclusion in the NPL (CERCLIS):

The Comprehensive Environmental Response, Compensation, and Liability Act Information System (CERCLIS) is a list of sites that the Federal EPA is investigating for possible inclusion on the NPL. After investigation is complete, the sites on this list will either be closed because no contamination was found, added to the NPL to be cleaned up, or sent to a local state overseeing agency for clean-up.

Source Agency: U.S. Environmental Protection Agency.

Search Distance Used: 0.5 mile



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CERCLIS Sites That Have Been Archived (CERCLIS-Archived):

Most sites in this database have been assigned the status "NFRAP" (which means "No Further Response Action Planned"). These sites, once listed in the active CERCLIS database, have been removed from that database into an archive list because they have been assessed by the EPA and determined not to require further remedial action under the Superfund Program.

Source Agency: U.S. Environmental Protection Agency.

Search Distance Used: 0.5 mile

Database last checked by JCP-LGS: October 2013

WANT MORE INFORMATION? Contact the United States Environmental Protection Agency, (800) 424-9346.

Treatment, Storage and Disposal Sites for Hazardous Materials (RCRA TSD):

TSD stands for Treatment, Storage and Disposal. This list of facilities is maintained by the Federal EPA, and includes sites that are licensed to treat, store, or dispose of hazardous substances. They are not necessarily contaminated.

Source Agency: U.S. Environmental Protection Agency.

Search Distance Used: 0.5 mile

Database last checked by JCP-LGS: October 2013

WANT MORE INFORMATION? Contact the United States Environmental Protection Agency, (800) 424-9346.

Tribal UST And/Or Tribal LUST:

Federally recognized Native American tribes are sovereign entities subject to federal laws. Underground storage tanks (including leaking tanks, UST/LUST) located on tribal lands generally are not subject to state laws. As a result, unless a state acts as a tribe's agent pursuant to a formal agreement with a tribe, EPA and the tribe are responsible for implementing and enforcing the UST program on tribal lands. There are approximately 6,000 UST/LUST's on Native American lands in the U.S. The EPA works with tribal entities to identify and assess hazards to public health and the environment on tribal lands from UST's and LUST's, to bring all tanks on tribal lands into compliance so as to prevent future leaks and to cleanup existing leaks.

Source Agency: U.S. Environmental Protection Agency.

Search Distance Used: 0.5 mile

Database last checked by JCP-LGS: May 2013

WANT MORE INFORMATION? Contact the United States Environmental Protection Agency, (800) 424-9346.

State EnviroStor Database (ENVIROSTOR, formerly SMBRPD):

The EnviroStor database, maintained by the California Department of Toxic Substances Control (DTSC), replaces the former Site Mitigation and Brownfields Reuse Program (SMBRP) database (CalSites). EnviroStor identifies sites that have known contamination or sites for which there may be reasons to investigate further as well as hazardous waste treatment, storage, disposal or transfer facilities (TSDTF). The EnviroStor data disclosed in this report includes those sites identified in the EnviroStor Cleanup Sites database as well as those listed in the EnviroStor Permitted and Corrective Action Facilities database download. Among the site types included in EnviroStor database are State Response Sites, generally high-priority and high potential risk confirmed release sites where DTSC is involved in remediation; Voluntary Cleanup Sites with either confirmed or unconfirmed releases where DTSC has been asked to oversee evaluation, investigation, and/or cleanup activities; and Evaluation sites with suspected but unconfirmed contamination. DTSC cautions that the EnviroStor database does not include ALL contaminated sites,



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permitted transportable treatment units, hazardous waste generators/transporters, or former methamphetamine (meth) labs. This database also does not include information on sites where DTSC has made a "No Action Required" determination, as these sites had assessments that revealed no evidence of recognized environmental conditions in connection with the property.

Source Agency: California Department of Toxic Substances Control.

Search Distance Used: 0.5 mile

Database last checked by JCP-LGS: October 2013

WANT MORE INFORMATION? Contact the CA Environmental Protection Agency, Department of Toxic Substances Control, (916)323-3400.

State List of Spills, Leaks, Investigation & Cleanup (SLIC):

The Spills, Leaks, Investigations & Cleanup (SLIC) Program, administered by the California Water Resources Control Board, is designed to protect and restore water quality from spills, leaks, and similar discharges. Sites identified by the SLIC program are now listed in the GeoTracker database as "Cleanup Program Sites". The program oversees soil and water investigations, corrective actions, and human health risk assessments at sites with current or historic unauthorized discharges, which have adversely affected or threaten to adversely affect waters of the state. The program covers all types of pollutants (such as solvents, petroleum fuels, heavy metals, pesticides, etc) and all environments (including surface water, groundwater, sediment, and soil). The outcome of the SLIC program process may range from a No Further Action (NFA) letter indicating cleanup is complete with no land-use restrictions, to the design and implementation of a remedial system. Sites in the SLIC program are generally small to medium-sized industrial sites with non-fuel contamination. Many of these sites are regulated under Site Cleanup Requirements, which are issued by the Regional Board. Site Cleanup Requirements generally mandate a time schedule for specific tasks that must be performed by the responsible party(ies) to investigate and cleanup the site. Statutory authority for the program is derived from the California Water Code, Division 7, Section 13304. Guidelines for site investigation and remediation are promulgated in State Board Resolution No. 92-49 entitled Policies and Procedures.

Source Agency: California Water Resources Control Board.

Search Distance Used: 0.5 mile

Database last checked by JCP-LGS: October 2013

WANT MORE INFORMATION? Contact the CA State Water Resources Control Board, Underground Storage Tank Program, (916)341-5808.

Solid Waste Landfill Facilities (SWIS):

The Solid Waste Information System is maintained by California's Integrated Waste Management Board. This system tracks known landfills. Sites on this list are often reported as "unlocatable" because the site address information on the state list is frequently insufficient for precise location (landfills are typically distant from population centers, in undeveloped or rural areas where there are no street names or address numbers).

Source Agency: California Integrated Waste Management Board.

Search Distance Used: 0.5 mile

Database last checked by JCP-LGS: October 2013

WANT MORE INFORMATION? Contact the CA State Integrated Waste Management Board, (916)341-6320.

State List of Leaking Underground Storage Tanks (LUST):

California's Water Resources Control Board, under its Underground Storage Tank Program, maintains a list of all underground storage tanks which have been reported as having released contaminants. Formerly identified as a standalone database called the Leaking Underground Storage Tank Information System (LUSTIS), these sites are now identified as "LUST Cleanup Sites" in the GeoTracker database.

Source Agency: California Water Resources Control Board.

Search Distance Used: 0.5 mile

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WANT MORE INFORMATION? Contact the CA State Water Resources Control Board, Underground Storage Tank Program, (916)341-5808.

EnviroStor Site With Deed Restriction Or Other Controls (CONTROLS)

California law requires that the Department of Toxic Substances Control (DTSC) notify the planning and building departments of all local governments of any recorded land use restriction ("Deed Restriction"). The DTSC maintains a database called "EnviroStor" that lists all deed restrictions, including street addresses or the equivalent description of location. According to DTSC, this database may not include all deed restrictions and other land use controls that exist at the current time.

Source Agency: California Department of Toxic Substances Control.

Search Distance Used: 0.5 mile

Database last checked by JCP-LGS: October 2013

WANT MORE INFORMATION? Contact the CA Environmental Protection Agency, Department of Toxic Substances Control, (916)323-3400.

Sites of Potential Generators of Hazardous Materials (RCRA GEN):

Small scale and large scale generators (GEN) are included in this list, as required under the Resource Conservation and Recovery Act (RCRA). This list is maintained by the Federal EPA of facilities that generate hazardous substances. Depending on the quantity, they will be listed as small or large. Sites on this list are not necessarily contaminated, but they are tracked because they deal with hazardous substances on the site. RCRA is a federal law that governs how hazardous substances are produced, transported, stored, and disposed of.

Source Agency: U.S. Environmental Protection Agency.

Search Distance Used: 0.125 mile

Database last checked by JCP-LGS: October 2013

WANT MORE INFORMATION? Contact the United States Environmental Protection Agency, (800) 424-9346.

Emergency Response Notification System (ERNS, National Response Center):

The National Response Center (NRC) is the sole federal point of contact for reporting environmental hazard spills. The NRC operates 24 hours a day, 7 days a week, 365 days a year. The National Response System (NRS) is the government's mechanism for emergency response to discharges of oil and the release of chemicals into the navigable waters or environment of the United States and its territories. Initially, this system focused on oil spills and selected hazardous polluting substances discharged into the environment. It has since been expanded by other legislation to include hazardous substances and wastes released to all types of media. The ERNS database includes information about location, type, and severity of spills reported to the NRC.

Source Agency: U.S. Coast Guard.

Search Distance Used: 0.125 mile

Database last checked by JCP-LGS: October 2013

WANT MORE INFORMATION? Contact the National Response Center, (800) 424-8802.

State List of Underground Storage Tanks (UST):

Part of the larger GeoTracker database, this list identifies permitted tanks storing hazardous substances which are substantially or totally beneath the surface of the ground. The list is maintained by California's Water Resources Control Board. When a tank on this list is discovered to be leaking, it may also appear on the LUST or RCRA COR list (see above). Sites on the LUST or RCRA COR lists may not appear on the UST list if the tank has been removed and the case has been closed.

Source Agency: California Water Resources Control Board.

Search Distance Used: 0.125 mile

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WANT MORE INFORMATION? Contact the CA State Water Resources Control Board, Underground Storage Tank Program, (916)341-5808.

State List of Historical Underground Storage Tanks (Hist-UST):

The California State Water Resources Control Board keeps the Hazardous Substances Storage Container Information on file. This is a database of historical underground storage tanks that was kept until the late 1980's, but has been discontinued and is no longer updated.

Source Agency: California Water Resources Control Board.

Search Distance Used: 0.125 mile

Database last checked by JCP-LGS: October 2013

WANT MORE INFORMATION? Contact the CA State Water Resources Control Board, Underground Storage Tank Program, (916)341-5808.

State Hazardous Waste Information Summary (HWIS):

The Hazardous Waste Information Summary (also called the Hazardous Waste Summary Report, and formerly the Tanner Report), is a database that summarizes the chemical data contained in manifests submitted to the California Department of Toxic Substances Control (DTSC) by hazardous waste generators and facilities around the state. The volume of manifests submitted to the DTSC is typically 900,000 - 1,000,000 annually, representing approximately 450,000 - 500,000 shipments.

Source Agency: California Department of Toxic Substances Control.

Search Distance Used: 0.125 mile

Database last checked by JCP-LGS: October 2013

WANT MORE INFORMATION? Contact the CA Environmental Protection Agency, Department of Toxic Substances Control, (916)323-3400.

Sites Reported but Not Required for AAI Compliance

As a courtesy to JCP-LGS clients, the Commercial EnviroCheck™ Report also includes storage tank sites listed by state agencies that are not required by the AAI standard to be included in a government records search. These sites are listed in the following database:

State List of Aboveground Storage Tanks (AST):

This historic list tracks aboveground petroleum storage tanks of 10,000 gallons or more, with exceptions for certain uses (e.g., agricultural). It was maintained by the state's Water Resources Control Board. When an aboveground tank is discovered to be leaking, it may also appear on the RCRA COR list (see above). Sites on the RCRA COR list may not appear on the AST list if the tank has been removed and the case has been closed. NOTE: Effective January 1, 2008 the Certified Unified Program Agencies (CUPAs) at the local level are vested with the responsibility and authority to implement the Aboveground Petroleum Storage Act (APSA) which regulates ASTs.

Source Agency: California Water Resources Control Board.

Search Distance Used: 0.125 mile

Database last checked by JCP-LGS: October 2013

WANT MORE INFORMATION? Contact the local responsible agency from the online directory at www.calepa.ca.gov/CUPA/Directory/default.aspx.



JCP-LGS Commercial Property Disclosure Reports

The Environmental Report™ For ALAMEDA COUNTY

Commercial EnviroCheck Report™ – Government Records Search

Property Address: 36120 RUSCHIN DR,
NEWARK, ALAMEDA County, CA

APN: 092A-0775-046

Date: 01/28/2014

Report Number: 1464885

Terms and Conditions

REPORT- Any use of this report is considered an understanding of and agreement to abide by these Terms and Conditions. This JCP-LGS Commercial EnviroCheck Report™ provides a radius-screening and summary tabulation of hazardous materials storage, contamination, and clean-up sites in the vicinity of a subject property as identified from certain government agency maintained lists. The JCP-LGS Commercial EnviroCheck Report is produced in accordance with the U.S. Environmental Protection Agency (EPA) "All Appropriate Inquiry" (AAI) standard for government records search (40 CFR Part 312.26) under the U.S. Small Business Liability Relief and Revitalization Act ("the Brownfields Law"). A site inspection is not conducted for this report, nor is there a review of historical use data such as aerial photographs, Sanborn maps, local permits, or other records. Note that the level of information will vary between contaminated sites and certain information may not be available for all sites. Additional information may exist that is not included in the sources used to create this report. Research into other sources beyond those identified is beyond the scope of this report. Interested parties are directed to investigate other sources if additional information is desired.

The contaminated site lists used may contain errors or omissions made by the official agencies responsible for maintaining these lists. JCP-LGS will not be liable for any such errors. The lists used in this report are updated at various intervals with some being updated on an irregular basis. Update schedules are determined by the agency responsible for maintaining the list and are subject to change without notice. For those lists maintained on a "continuous update as needed" type schedule, JCP-LGS updates on a quarterly schedule. All parties should be aware that the lists are subject to change at any time. Therefore, the sites identified for a property can change as the lists do. JCP-LGS is not responsible for advising parties of any changes that may occur after the date of this report. This report is for use for the single property in the single transaction process for which it was issued. Due to changing information, laws and contractual parties, this report cannot be relied upon for other properties or future transactions of the subject property. JCP-LGS shall not be liable to anyone who may claim any right through his relationship with the agent except when acts or omissions are due to willful misconduct or negligence by JCP-LGS.

This determination has been made using digital address geocoding and GIS mapping system, therefore, this electronic determination incorporates some degree of uncertainty. Locations are not field checked. The accuracy of geographic locations will reflect any errors in the address provided and JCP-LGS will not be liable for such errors. Some sites from the lists could not be located by the methods used in preparing this report due to poor or inadequate address information. In these cases, the sites could not be included as being "within" or "not within" the search radius around the subject property. A list of such sites is included in this report.

JCP-LGS does not make any representations as to the accuracy, validity or completeness of any of these lists nor to the significance or extent of the contamination on any of the sites identified on the lists. We do not make any representations as to the health hazards to humans or animals that may be associated with any of the substances that may exist at the sites disclosed in this report or how they may or may not affect the subject property. This report does not address the drinking water sources for the subject property.

JCP-LGS did not perform a visual examination of the subject property or any of the sites identified in this report. This report does not address hazardous substances, if any, that may exist on the subject property unless the property is on one of the lists used. This report is not a substitute for an on-site environmental assessment.



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NOTE: This is a limited scope report designed for preliminary screening only. Additional contaminated sites may exist that are not listed on the sources used in this report. If any party to this transaction has any actual knowledge of contamination at the subject property, that information must be disclosed in addition to this report. We recommend that if any party to this transaction has concerns, they contact the agency noted for additional information and appropriate experts as necessary.

INDEPENDENT CONTRACTOR - In performance of the services, hereunder, it is agreed that JCP-LGS is and shall be and remain at all times an independent contractor and neither JCP-LGS nor any of its officers, employees, servants, agents or sub-contractors shall be or act as the employee, servant or agent of any other party hereto in its performance of any of the terms and conditions hereof.

LIABILITY - The Client or his assignee or successor in interest agrees to indemnify and hold harmless JCP-LGS from and against any and all claims, demands, lawsuits or actions for damages, including legal fees to persons and/or property tangible, intangible or otherwise which may be brought against JCP-LGS incidental to, arising out of or in connection with the work to be done, services to be performed or material to be furnished hereunder except for those claims caused solely and completely by the negligence of JCP-LGS, its directors, officers, employees, agent or subcontractors.

In the event JCP-LGS is proven negligent in any respect, the liability of JCP-LGS, its agents, employees and subcontractors, for Client's claims of loss, injury, death or damage, including, without limitation, Client's claims for contribution and indemnification with respect to third party claims, shall not exceed: (1) The greater of the total sum of \$100,000 or twice the sum actually paid JCP-LGS for services alleged to be misperformed, deficient or omitted; (2) The total sum of \$1,000,000 for injury, loss or damage caused by negligence, or other causes for which LGS has any legal liability, other than as described in item (1).

Client shall save, defend and hold JCP-LGS harmless against any claims in excess of the limits set forth above.

CONSEQUENTIAL DAMAGES - In no event shall either JCP-LGS or Client be liable for consequential damages, including without limitation loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission, whether professional or non-professional of either of them or their employees, agents or subcontractors.

DISPUTES - JCP-LGS and the Client will make every effort to settle any dispute amicably. In the event an amicable resolution is not achieved, any and all differences and disputes of whatsoever nature arising out of this Agreement shall be put to arbitration in the City of Fremont, CA pursuant to the laws relating to arbitration there in force, before a board of three arbitrators. Arbitrators shall be selected one person by the Client, one by JCP-LGS and the third by the two arbitrators previously selected. The decision of any two of the three on any point or points shall be final. Until such time as the arbitrators finally close the hearings, either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify disputes or differences under this Agreement for hearing and determination. The arbitration is to be conducted in accordance with such rules and procedures as may be selected by the arbitrators. The arbitrators may grant any relief other than punitive damages which they, or a majority of them, deem just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance. Awards made pursuant to this clause may include costs including a reasonable allowance for attorney's fees and judgment may be entered upon any award made hereunder in any court having jurisdiction. Both parties hereby mutually waive any and all claims to punitive damages in any forum.



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Client shall be required to notify JCP-LGS within thirty (30) days of the commencement of any arbitration between it and third parties which may concern JCP-LGS' work in connection with this Agreement and shall afford JCP-LGS an opportunity, at JCP-LGS' sole option, to participate in the arbitration.

CONTROVERSIES - If upon completion of the services hereunder JCP-LGS is requested to assist the Client in any dispute between the Client and its suppliers, the Client will pay JCP-LGS any and all costs for the time JCP-LGS spends on such disputes as additional compensation.

PAYMENTS - Upon default in payment for a period in excess of thirty (30) days from the date of the invoice, the Client shall be liable for a late charge of one and one-half (1-1/2) percent per month thereafter. In the event JCP-LGS is required to take any action for the collection of fees hereunder, there shall be added to the invoice amount all costs and expenses of such action, including reasonable attorney's fees and JCP-LGS may take judgment for the entire amount due.

ASSIGNMENT - In performance of this Agreement, JCP-LGS may at its discretion designate one or more subcontractors to perform all or any part of its duties hereunder.

ENTIRE AGREEMENT - This Agreement entered into by and between JCP-LGS and the Client, constitutes the entire Agreement between the parties. None of the Terms and Conditions contained herein may be added to, modified, superseded or otherwise altered except by written instrument signed by an authorized representative of JCP-LGS and the Client.

TIME BAR TO LEGAL ACTION - Any statutes of limitation notwithstanding, Client expressly agrees that its right to bring or to assert against JCP-LGS any and all claims, demands, or proceedings whether in arbitration or otherwise, shall be waived unless (a) notice is received by JCP-LGS within thirty (30) days after the Client had notice of or should reasonably have been expected to have had notice of the basis for such claims; and (b) arbitration or legal proceedings, if any, based on such claims or demands of whatever nature are commenced within one (1) year of the date of such notice to JCP-LGS.

NON-WAIVER - No waiver by either party of any breach of any of the terms of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any other term thereof. No delay or omission on the part of

JCP-LGS in exercising any right or remedy under this Agreement, shall impair that right or remedy or operate as or be taken to be a waiver of it, nor shall any single, partial or defective exercise by JCP-LGS of any such right or remedy, preclude any other or further exercise under this Agreement, or that or any other right or remedy. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

SEVERANCE - If at any time, any of the provisions of this Agreement, is or becomes illegal, invalid or unenforceable, in any respect under any law or regulation of any jurisdiction, neither the legality, validity and enforceability of the remaining provisions of this Agreement nor the legality, validity and enforceability of such provisions under the law of any other jurisdiction, shall be in any way affected or impaired, as a result.

GOVERNING LAW - The validity, interpretation and performance of this Agreement shall be governed by the Laws of the State of California.

EXHIBIT "D"

GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Classic Communities, Inc.
Attn: Adam Kates, Vice President
1068 E. Meadow Circle
Palo Alto, CA 94303

Recording of this document is fee-exempt under Government Code Section 6103. No Documentary Transfer Tax is due on this document pursuant to Revenue and Taxation Code Section 11922.

GRANT DEED

Assessor's Parcel Number: 092A-0775-046

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, NEWARK UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California ("Grantor"), hereby grants to CLASSIC COMMUNITIES, INC., a California corporation ("Grantee"), that certain real property located in the County of Alameda, State of California described in Exhibit A attached hereto and incorporated herein, together with all buildings and improvements located thereon (the "Property").

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the ____ day of _____, 2014.

GRANTOR:

NEWARK UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA

ALAMEDA COUNTY

On _____, 2014, before me, _____ (here insert name and title of the officer), personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(NOTARY SEAL)

EXHIBIT A
TO
GRANT DEED

[LEGAL DESCRIPTION OF PROPERTY]

Real property in the City of NEWARK, County of ALAMEDA, State of CALIFORNIA,
described as follows:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF RUSCHIN DRIVE, 60 FEET WIDE, WITH THE DIRECT EXTENSION SOUTHWESTERLY OF THE SOUTHEASTERN LINE OF LOT 147, AS SAID DRIVE AND LOT ARE SHOWN ON THE MAP OF "TRACT 2152" ETC., FILED AUGUST 04, 1960 IN BOOK 42 OF MAPS, PAGES 35 TO 37, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; RUNNING THENCE ALONG SAID CENTER LINE OF RUSCHIN DRIVE, SOUTH 61° 50' 14" EAST 389.81 FEET; THENCE CONTINUING ALONG THE LAST NAMED LINE, TANGENT WITH THE LAST NAMED COURSE, SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 1030 FEET, A DISTANCE OF 239.42 FEET TO A POINT FROM WHICH A RADIAL LINE BEARS SOUTH 41° 28' 53" WEST; THENCE ALONG SAID RADIAL LINE, NORTH 41° 28' 53" EAST 30 FEET TO THE NORTHWESTERN LINE OF LOT 148, AS SAID LOT IS SHOWN ON SAID MAP; THENCE ALONG THE LAST NAMED LINE AND ALONG THE DIRECT EXTENSION THEREOF NORTH 28° 09' 46" EAST 172.49 FEET; THENCE NORTH 18° 51' 10" EAST 639.30 FEET; THENCE NORTH 58° 06' 42" WEST 441.02 FEET; THENCE SOUTH 31° 53' 18" WEST 152.69 FEET; THENCE SOUTH 39° 22' 10" WEST 414.57 FEET TO THE DIRECT EXTENSION NORTHEASTERLY OF THE SOUTHEASTERN LINE OF SAID LOT 147; THENCE ALONG THE LAST MENTIONED EXTENDED LINE AND ALONG THE SOUTHEASTERN LINE OF SAID LOT 147, SOUTH 28° 09' 46" WEST 244.49 FEET TO THE NORTHEASTERN LINE OF RUSCHIN DRIVE, AS SAID DRIVE IS SHOWN ON SAID MAP; AND THENCE ALONG SAID DIRECT EXTENSION SOUTHWESTERLY OF SAID SOUTHEASTERN LINE OF SAID LOT 147, SOUTH 28° 09' 46" WEST 30 FEET TO THE POINT OF BEGINNING.

APN: 092A-0775-046