

## PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE



January 29, 2019

**Advice Letter 4058-G/5466-E**

Erik Jacobson  
Director, Regulatory Relations  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, CA 94177

**SUBJECT: Amended Sale and Conveyance of two Parcels of Land in the City of Antioch in Contra Costa County – Request for Approval under Public Utilities Code Section 851 and General Order 173**

Dear Mr. Jacobson:

Advice Letter 4058-G/5466-E is effective as of February 1, 2019.

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

Edward Randolph  
Director, Energy Division



**Erik Jacobson**  
Director  
Regulatory Relations

Pacific Gas and Electric Company  
77 Beale St., Mail Code B13U  
P.O. Box 770000  
San Francisco, CA 94177

Fax: 415-973-3582

January 9, 2019

**Advice 4058-G/5466-E**  
(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

**Subject: Amended Sale and Conveyance of two Parcels of Land in the City of Antioch in Contra Costa County – Request for Approval under Public Utilities Code Section 851 and General Order 173**

### **Purpose**

Pacific Gas and Electric Company (PG&E or the Company) requests California Public Utilities Commission (CPUC or Commission) approval under Public Utilities Code Section 851 and General Order 173 to the amended sale and conveyance of unimproved real property (Property) located in the City of Antioch, California as set forth in the Second Amendment to Purchase and Sale Agreement and Joint Escrow Instruction to the approved Purchase and Sale Agreement (Second Amendment), incorporated herein as Attachment 8, between the Company and Tekin & Associates, LLC, (Buyer or Tekin). The Second Amendment revises the terms of the Purchase and Sale Agreement (Agreement) between Company and Buyer dated September 14, 2018, which was approved by the Commission on November 3, 2018 in its adoption of Advice Letter (AL) 4027-G/5397-E. PG&E respectfully requests an expedited disposition of this Advice Letter due to the Closing Date as described in the Second Amendment.

### **Background**

PG&E submitted AL 4027-G/5397-E on October 4, 2018, to request Commission approval of the Agreement. The Commission adopted the AL 4027-G/5397-E on November 3, 2018. On November 27, 2018, the last day of the Buyer's Inspection Period as defined under the terms of the Agreement, Buyer indicated that they would terminate the Agreement if PG&E could not renegotiate the terms. This was due to Buyer's concerns about the PG&E Land Use Covenants (LUC's) on the property. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.

The LUCs restrict use of the Property and prohibit excavation or development for particular uses in portions of the Property. The Property was the subject of a Remediation Action Plan (RAP) by the Regional Water Quality Control Board

(RWQCB). The LUCs are a necessary component of the RAP to protect both PG&E and the public. Buyer indicated that the LUCs would not allow Buyer to develop the property as it planned, and Buyer would therefore need to request a removal or modification of the LUCs before developing the property. The process of removing or modifying the LUCs is potentially a costly process with uncertain results. Buyer has indicated that the financial risk associated with this process reduces the value of the property to the Buyer and requested an adjustment in the Purchase Price to reflect this risk. PG&E and Buyer then entered into negotiations of the Second Amendment, which revised, most notably, the Purchase Price and the Deposit <sup>1</sup>. The Second Amendment revised these terms as follows:

- The Purchase Price was reduced from \$3.2 million to \$2.75 million.
- The Deposit to be paid by Buyer increased from \$100,000 to \$400,000. The Deposit is nonrefundable. Buyer acknowledges that CPUC approval of the Second Amendment is the only remaining contingency to closing.

Execution of the Agreement will eliminate ongoing holding costs associated with the Property while it continues to go unused by PG&E, such as taxes and maintenance. Annual taxes for the Property are approximately \$58,000. Approval of the Second Amendment will also allow PG&E to close the transaction and therefore avoid future marketing and transaction costs to dispose of the unneeded Property. For example, PG&E would likely enlist a broker if the Property were to be returned to the market, with an estimated 6% sales commission. Based on prior transactions, the legal and consulting fees for new buyer selection, purchase and sale agreement negotiation, and other transactional matters are estimated at \$100,000. Completing this sale of the Property will also eliminate any future risk of real estate market volatility in the area.

The proposed transaction provides a public benefit and is not adverse to the public interest. PG&E will be disposing of Property that is not necessary in support of its safe and reliable delivery of service to its customers. PG&E will not see a decrease in its delivery of services to the public as a result of this transaction.

For the above reasons, the Commission should approve this Section 851 request to sell to Tekin & Associates, LLC, the unimproved Property in Antioch, California, under the amended Agreement and find that doing so is not adverse to the public interest because it will not impair PG&E's provision of safe and reliable utility service.

In accordance with General Order (G.O.) 173, PG&E provides the following information related to the proposed transaction:

**(a) Identity of All Parties to the Proposed Transaction:**

---

<sup>1</sup> The First Amendment to the Agreement, dated October 25, 2018, was the addition of a 30-day extension of the Inspection Period.

Pacific Gas and Electric Company  
Molly Zimney  
Law Department  
P.O. Box 7442  
San Francisco, CA 94120  
Telephone: (415) 973-6840  
Facsimile: (415) 973-5520  
Email: MEZ3@pge.com

Tekin & Associates, LLC  
2600 Dallas Parkway, Suite 370  
Frisco, TX 75035  
Attn: Mark Tekin  
Telephone: (469) 458-0485 (Ext. 1)  
Facsimile: (469) 458-0490  
Email:  
mark.tekin@tekindevelopment.com  
jcooley@tekindevelopment.com

**(b) Complete Description of the Facilities and Property Including Present Location, Condition and Use:**

The unimproved real property is located at Somersville and Buchanan Road in the city of Antioch in Contra Costa County (Assessor's Parcel Number (076-010-038-8 and 076-010-039-6). Both parcels totaling 5.9 acres are currently vacant property. A lot line adjustment has been recorded, which splits the Property into two parcels (Parcel A and Parcel B). Parcel A and Parcel B are subject to LUCs, incorporated herein as Attachments 4 and 5. A map showing the location of the Property to be sold is included in Attachment 1.

In 1980, PG&E ceased its operations as a service center on the Property and the site was decommissioned. Except for the easement for distribution gas and electric facilities, PG&E does not intend to use this Property for any other purpose.

**(c) Intended Use of the Property and Facilities:**

Since AL 4027-G/5397-E was submitted, PG&E has been informed that Buyer intends to develop the property as a multi-tenant retail development.

**(d) Complete Description of Financial Terms of the Proposed Transaction:**

The buyer has agreed to purchase the Property for Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00). The terms and conditions for the proposed sale are contained in the Agreement and its Second Amendment (Attachments 2 and 8).

**(e) Description of How Financial Proceeds of the Transaction Will Be Distributed:**

Proceeds from the sale of the Property will be made in accordance with the policy for the allocation of the gains and losses on the sale of depreciable and non-depreciable assets adopted in the Commission's Gain on Sale Rulemaking, in D.06-05-041 as modified in D.06-12-043. Pursuant to the forgoing authority,

PG&E will credit \$1,863,380 to the Ratepayer Gain on Sale of Electric Utility Plant Account. The remaining \$984,067 from the gain on sale will be credited to the Gain of Disposition Property Account.

**(f) Statement on the Impact of the Transaction on Ratebase and Any Effect on the Ability of the Utility to Serve Customers and the Public:**

The financial impact of the transaction on Ratebase is discussed in Section (e) above. Following the CPUC's approval of the proposed sale to Hawkins (AL 3865-G/5111-E), the Property was removed from rate base according to the procedure stated in the Advice Letter.

PG&E will be disposing of property that is not necessary in support of its safe and reliable delivery of service to its customers. PG&E will not see a decrease in its delivery of services to the public as a result of this transaction.

**(g) The Original Cost, Present Book Value, and Present Fair Market Value for Sales of Real Property and Depreciable Assets, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):**

A table showing sales price, expenses, and tax effects is attached as Attachment 6. The pre-tax gain-on-sale is estimated to be \$2,847,447 and the after-tax gain-on-sale is estimated to be \$2,523,815. The net book value and the original cost of the Property are \$27,639.

PG&E entered into a purchase and sale agreement on April 5, 2017, to sell the Property to Hawkins for \$3,019,797 (the 'Hawkins PSA'). The Hawkins PSA was terminated in March 2018. PG&E relied upon a request for proposal process to assess buyer interest in that transaction. PG&E received a high volume of inquiries (42 recorded calls and emails) about the Property and two serious offers, including Hawkins. PG&E considered comparable sales, local development trends, PG&E's LUCs and other encumbrances on the Property, location, size of the Property, and zoning when reviewing the offers in 2016. PG&E also received informal opinions of value from a retained consultant. These data points (Data Points) led PG&E to determine that the sale price in the Hawkins PSA was at fair market value.

Following the termination of the Hawkins PSA, PG&E was contacted by four parties interested in purchasing the property. PG&E requested best and final offers from all four parties by July 23, 2018. Two parties made final offers, including Tekin's offer of \$3,200,000 (Offer). PG&E selected Tekin as the buyer, as the Offer was the more financially competitive of the two, and Tekin made limited revisions to PG&E's sale terms. PG&E determined that the Offer was at fair market value by looking to the Data Points and by comparing the Offer to the purchase price in the Hawkins PSA.

After doing extensive research, Tekin has indicated that the risk associated with the contamination on the property decreases its as-is value for development. As this is the second buyer to resist paying a price above \$3,000,000, it is apparent that informed buyers are indicating that the market value of the property is more accurately reflected in this amended agreement at \$2,750,000. Considering the costs associated with re-marketing the property and the current market conditions, PG&E considers the proposed deal terms to be the best alternative for the timely disposition of this property.

**(h) The Fair Market Rental Value for Leases of Real Property, and a Detailed Description of How the Fair Market Rental Value Was Determined:**

Not Applicable.

**(i) For Fair Market Rental Value of the Easement or Right-of-Way and a Detailed Description of How the Fair Market Rental Value Was Determined:**

Not Applicable.

**(j) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear to Be Related to the Present Transaction:<sup>2</sup>**

PG&E submitted AL 3865-G/5111-E to the CPUC on July 7, 2017 to request approval for PG&E's proposed sale of the Property to Hawkins under the terms of the Hawkins PSA. The CPUC granted approval in a letter from Edward Randolph dated July 31, 2017, making the AL 3865-G/5111-E effective August 6, 2017. The Hawkins PSA was terminated in March 2018.

On October 4, 2018 PG&E submitted AL 4027-G/5397-E requesting approval for the proposed sale of the Property to Tekin. The Commission approved the advice letter on October 30, 2018 making it effective November 3, 2018. Subsequently, Tekin requested an amendment to the Agreement, citing the business risks associated with the LUCs attached to the Property. Tekin indicated that they would terminate the Agreement if PG&E did not grant the extension.

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<sup>2</sup> During adoption of the Advice Letter pilot program in ALJ-186 (later followed by ALJ-202 and ALJ-244), this category of information was included to enable the CPUC to ensure that utilities were not seeking to circumvent the \$5 million Advice Letter threshold by dividing what is a single asset with a value of more than \$5 million into component parts each valued at less than \$5 million, which is clearly not the case here. (See CPUC Resolution ALJ-186, issued August 25, 2005, mimeo, p.5.)

**(k) Sufficient Information and Documentation (Including Environmental Review Information) to indicate that All Criteria Set Forth in Rule 3 of General Order (“GO”) 173 are satisfied:**

PG&E has provided information in this Advice Letter to satisfy the eligibility criteria under GO 173 in that:

- The activity proposed in the transaction will not require environmental review by the CPUC as a Lead Agency;
- The transaction will not have an adverse effect on the public interest or on the ability of PG&E to provide safe and reliable service to its customers at reasonable rates;
- The transaction will not materially impact the rate base of PG&E; and
- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

**(l) Additional Information to Assist in the Review of the Advice Letter:**

PG&E is not aware of any additional relevant information other than what is included with this advice letter.

**(m) Environmental Information**

Pursuant to GO 173, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under the California Environmental Quality Act (“CEQA”) either because: (a) a statutory or categorical exemption applies (the applicant must provide a notice of exemption from the Lead Agency or explain why an exemption applies), or (b) because the transaction is not a project under CEQA (the applicant must explain the reasons why it believes that the transaction is not a project), or (c) because another public agency, acting as the Lead Agency under CEQA, has completed environmental review of the project, and the Commission is required to perform environmental review of the project only as a Responsible Agency under CEQA.

Per (b) above, the proposed transaction is not a “project” under CEQA as it only constitutes a change in ownership; therefore, the proposed transaction will not require environmental review. City of Antioch officials have confirmed that the City will act as Lead Agency for the buyer’s future project.

**Protests**

Pursuant to General Rule 1.3 of GO 96-B, PG&E requests the waiver of the protest period as this property has previously received Commission approval for sale in Advice 3865-G/5111-E (effective August 6, 2017) and, subsequently, in Advice 4027-G/5397-E (effective November 3, 2018), both without protest.

**Effective Date**

PG&E requests that this Tier 2 advice filing become effective on February 1, 2019. Section 4 of the Second Amendment allows Buyer to terminate the Agreement as modified by the Second Amendment if CPUC approval is not obtained by February 1, 2019. PG&E accepts the risk of termination if the CPUC has not yet approved the filing.

**Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and/or via U.S. mail to parties shown on the attached list and parties listed in Appendix A. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process\_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>.

/S/

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Erik Jacobson  
Director – Regulatory Relations

**Attachments**

- Attachment 1 – Site Map
- Attachment 2 – Purchase and Sale Agreement
- Attachment 3 – No Further Action Determination for Parcel B
- Attachment 4 – Land Use Covenants for Parcel A
- Attachment 5 – Land Use Covenant for Parcel B
- Attachment 6 – Table showing sales price, expenses, and tax effects
- Attachment 7 – First Amendment to the Purchase and Sale Agreement
- Attachment 8 – Second Amendment to the Purchase and Sale Agreement

\*\*\*\*\* SERVICE LIST Advice 4058-G/5466-E \*\*\*\*\*  
APPENDIX A

Jonathan Reiger  
Legal Division  
505 Van Ness Avenue  
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jzr@cpuc.ca.gov

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\*\*\*\*\* 3<sup>rd</sup> Party \*\*\*\*\*

Contra Costa County Clerk  
P.O. Box 350  
Martinez, CA 94553  
(925) 335-7900

Tekin & Associates, LLC  
2600 Dallas Parkway, Suite 370  
Frisco, TX 75035  
Att: Mark Tekin

Email:  
mark.tekin@tekindevelopment.com  
jcooley@tekindevelopment.com



# ADVICE LETTER SUMMARY

## ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39M)

Utility type:

- ELC       GAS       WATER  
 PLC       HEAT

Contact Person: Yvonne Yang

Phone #: (415)973-2094

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: Yvonne.Yang@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric      GAS = Gas      WATER = Water  
 PLC = Pipeline      HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 4058-G/5466-E

Tier Designation: 2

Subject of AL: Amended Sale and Conveyance of two Parcels of Land in the City of Antioch in Contra Costa County – Request for Approval under Public Utilities Code Section 851 and General Order 173

Keywords (choose from CPUC listing): Agreements

AL Type:  Monthly  Quarterly  Annual  One-Time  Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested?  Yes  No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required?  Yes  No

Requested effective date: 2/1/19

No. of tariff sheets: N/A

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected:

Service affected and changes proposed<sup>1</sup>: N/A

Pending advice letters that revise the same tariff sheets: N/A

<sup>1</sup>Discuss in AL if more space is needed.

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

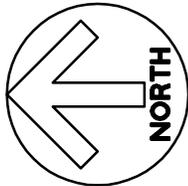
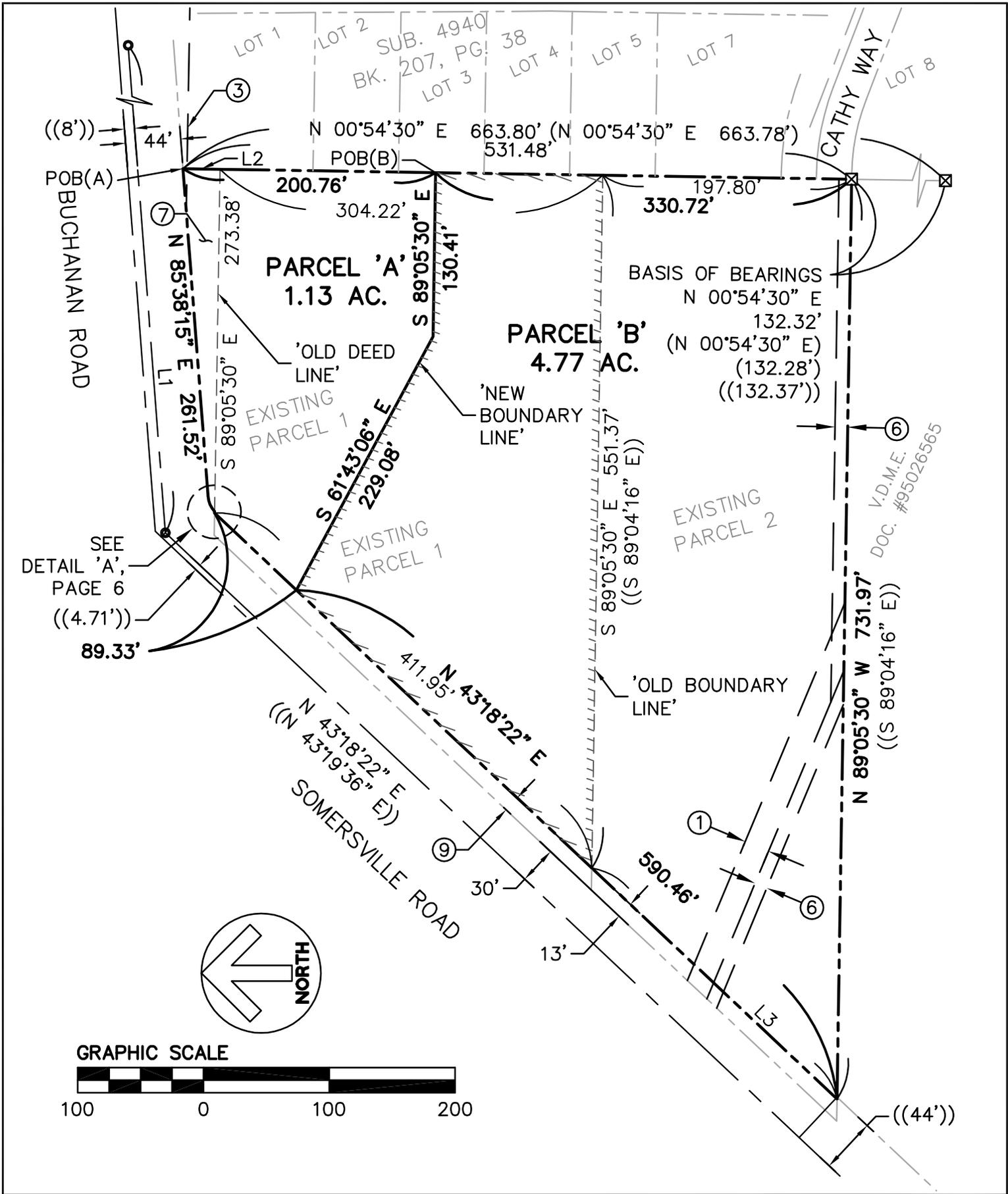
CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102  
Email: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Name: Erik Jacobson, c/o Megan Lawson  
Title: Director, Regulatory Relations  
Utility Name: Pacific Gas and Electric Company  
Address: 77 Beale Street, Mail Code B13U  
City: San Francisco, CA 94177  
State: California Zip: 94177  
Telephone (xxx) xxx-xxxx: (415)973-2093  
Facsimile (xxx) xxx-xxxx: (415)973-3582  
Email: [PGETariffs@pge.com](mailto:PGETariffs@pge.com)

Name:  
Title:  
Utility Name:  
Address:  
City:  
State: District of Columbia Zip:  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email:

Clear Form

## **Attachment 1 – Site Map**



GRAPHIC SCALE



980 9TH ST  
 SUITE 1770  
 SACRAMENTO, CA 95814  
 916-556-5800  
 916-556-5899 (FAX)

Subject PG&E LOT LINE ADJUSTMENT  
EXHIBIT 'B'  
 Job No. 20148096  
 By JS Date 02/02/15 Chkd. JS  
 SHEET 5 OF 6

## **Attachment 2 – Purchase and Sale Agreement**

**PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

**Between**

**Pacific Gas and Electric Company, as Seller and**

**Tekin & Associates, LLC, as Buyer**

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## **PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("Seller"), and **TEKIN & ASSOCIATES, LLC**, a Texas limited liability company ("Buyer"). This Agreement shall be effective (the "Effective Date") as of the date this Agreement is fully executed by both Buyer and Seller. Unless otherwise specifically provided herein, all provisions of this Agreement shall be effective as of the Effective Date.

### R E C I T A L S:

A. Seller is the owner of those certain parcels of unimproved and vacant real property located at the southeast corner of Somersville Road and Buchanan Road in the City of Antioch ("City"), Contra Costa County ("County") and State of California, consisting of two parcels ("Parcel A" and "Parcel B") totaling approximately 5.9 acres and more particularly described in Exhibit A (Parcel A and Parcel B are collectively referred to herein as, the "Real Property").

B. Seller desires to sell and transfer the Real Property and Seller's interest in any and all intangible personal property arising out of or in connection with the ownership or operation of the Real Property, including any easements, appurtenances, development rights, licenses, permits, warranties, guaranties and indemnities, but only to the extent transferable to Buyer and excluding therefrom all service contracts (the "Intangible Property", and collectively with the Real Property, the "Property") to Buyer, and Buyer desires to purchase the Property from Seller, on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

#### 1. PURCHASE AND SALE.

Subject to the terms and conditions contained in this Agreement, Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, for a purchase price of \$3,200,000.00 ("Purchase Price"), at Close of Escrow (as defined in Section 3.1).

#### 2. PAYMENT OF PURCHASE PRICE.

Buyer shall pay the Purchase Price for the Property to Seller as follows:

2.1 Deposit. Within five (5) business days after the Effective Date of this Agreement, Buyer shall deposit an amount equal to \$100,000.00 ("Deposit") in escrow with Chicago Title Company, 455 Market Street, 21<sup>st</sup> Floor, San Francisco, California, Attention: Tyson A. Miklebost ("Title Company"). The Deposit shall be considered to have been deposited only if it is made by bank wire transfer, certified check or cashier's check payable to the Title Company and drawn by a commercial bank or savings and loan association having a branch in and licensed to do business in the State of California. Except as otherwise expressly set forth in this Agreement, the Deposit shall be delivered to Seller at Close of Escrow, and shall be applied to the Purchase Price at Close of Escrow. If this Agreement terminates prior to the Close of Escrow for any reason other than a breach or default by Buyer, the Deposit (less the Independent Consideration (defined below)) shall be returned by the Title Company to Buyer without the need for further instruction to

do so, this Agreement shall be deemed terminated, and Buyer shall have no further obligation to purchase the Property.

2.2 Balance of Purchase Price. At least one (1) business day prior to Close of Escrow, Buyer shall deposit in Escrow with the Title Company an additional sum equal to the balance of the Purchase Price in immediately available funds for delivery to Seller at Close of Escrow.

2.3 Independent Consideration. Upon the execution of this Agreement, Buyer shall pay to Seller One thousand dollars and No/100s (\$1,000.00) (the "Independent Consideration"), as consideration for Buyer's right to inspect the Property and Due Diligence Materials during the Inspection Period, and for Seller's execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, is not a part of the Deposit, shall not be applied against the Purchase Price at Closing, and is nonrefundable and shall be retained by Seller in the event of a termination of this Agreement for any reason whatsoever, notwithstanding any other provision of this Agreement to the contrary.

### 3. ESCROW.

3.1 Establishment and Close of Escrow. This agreement shall constitute the joint escrow instructions of the parties to the Title Company, subject to the terms and conditions set forth herein. Within five (5) business days after the Effective Date of this Agreement, Buyer shall open an escrow ("Escrow") with the Title Company by delivering to the Title Company the Deposit and a fully executed copy of this Agreement. As used herein, the terms "Close of Escrow" and "Closing" shall be interchangeable and shall each mean and refer to the consummation of the transactions described in this Agreement, which will be deemed to have occurred on that date when the Grant Deed is recorded in the official records of the County. The Close of Escrow shall occur on the date ("Closing Date") that is thirty (30) days following the later of (i) the expiration of the Inspection Period (as defined below), and (ii) Seller notifying Buyer in writing of receipt of the approval of the California Public Utilities Commission ("CPUC") as more specifically set forth in Section 7.3, provided that all conditions precedent set forth in Section 7 have been satisfied or waived, as more specifically set forth in Section 7. If Close of Escrow has not occurred on or prior to the Closing Date, and provided that Buyer is not in default hereunder, then either Buyer or Seller may terminate this Agreement and the Escrow by giving written notice of such termination to the other party, in which event, subject to Section 5.4, Buyer shall be entitled to a return of the Deposit, and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement.

#### 3.2 Deposits into Escrow.

(a) By Buyer. At or prior to Close of Escrow, Buyer shall deposit or cause to be deposited in Escrow with the Title Company the following, each duly executed and, where applicable, properly acknowledged:

(i) The balance of the Purchase Price pursuant to Section 2.2, above;

(ii) Buyer's share of the fees and charges described in Section 3.4;

Section 3.5;

- (iii) The amount, if any, payable to Seller pursuant to
  - (iv) Any supplemental escrow instructions that Buyer may deem necessary, which are not inconsistent with the terms of this Agreement;
  - (v) Two (2) counterparts of the Assignment of Intangible Property in the form attached hereto as Exhibit B (the "Assignment of Intangible Property");
  - (vi) A Preliminary Change in Ownership Report in the form required by the County; and
  - (vii) Such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company;
- (b) By Seller. At or prior to Close of Escrow, Seller shall deposit or cause to be deposited in Escrow with the Title Company the following, each duly executed and, where applicable, properly acknowledged:
- (i) A grant deed in the form attached hereto as Exhibit C conveying fee title to the Real Property to Buyer ("Grant Deed");
  - (ii) A duly executed California Form 593-C, or other evidence sufficient to establish that Buyer is not required to withhold any portion of the Purchase Price from Seller pursuant to California Revenue and Taxation Code (the "593-C");
  - (iii) An affidavit in the form attached hereto as Exhibit D certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and California Revenue and Taxation Code Section 18662(e) (the "FIRPTA Affidavit");
  - (iv) A Transfer Tax Affidavit in the form required by the County and/or the City of Antioch, California (the "Transfer Tax Affidavit");
  - (v) Two (2) counterparts of the Assignment of Intangible Property;
  - (vi) The Seller's Affidavit (defined below) in the form attached hereto as Exhibit E;
  - (vii) Any supplemental escrow instructions and any other instructions that Seller may deem necessary, which are not inconsistent with the terms of this Agreement; and
  - (viii) Such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company in order to close Escrow; provided that Seller shall not be required to provide any owner's affidavits and/or indemnities other than the Seller's Affidavit, or to sign any general terms/conditions, which are not acceptable to Seller in its reasonable discretion, the parties agreeing that it is reasonable for Seller to reject any such affidavits, indemnities, and general terms/conditions which materially increase Seller's obligations or liabilities under this Agreement.

The documents and instruments listed and described above in this Section 3.2 shall collectively be referred to herein as the "Closing Documents".

3.3 Closing. At the Close of Escrow after all the requirements of Section 3.2 have been satisfied and all conditions precedent set forth in Section 7 have been satisfied or waived (to the extent waivable), the Title Company shall promptly undertake all of the following:

(a) Funds. Disburse all funds deposited with Title Company by Buyer in payment of the Purchase Price for the Property as follows: (i) deliver to Seller the Purchase Price, less the net amount, if any, of all items, costs and prorations chargeable to the account of Seller; and (ii) disburse the remaining balance, if any, of the funds deposited by Buyer to Buyer, less amounts chargeable to Buyer, in all events with such distributions consistent with the closing statements prepared by Title Company and approved by Buyer and Seller prior to Closing.

(b) Recording. Cause the Grant Deed to be recorded in the official records of the County and obtain "as-recorded" conformed copies thereof for distribution to Buyer and Seller.

(c) Owner's Title Policy. Issue the Owner's Title Policy (defined below) to Buyer.

(d) Delivery of Remaining Documents to Buyer or Seller.

(i) Delivering to Buyer: (A) "as-recorded" conformed copy of the Grant Deed, (B) one (1) fully executed original of the Assignment of Intangible Property, and (C) the 593-C and FIRPTA Affidavit.

(ii) Delivering to Seller: (A) "as-recorded" conformed copy of the Grant Deed, and (B) one (1) fully executed original of the Assignment of Intangible Property.

3.4 Costs. Seller and Buyer shall pay all transfer taxes and Closing costs as follows:

(a) Seller Costs. Seller shall pay any real property conveyance or documentary transfer taxes charged by the County and by the City, if any, and the cost of the recording fees for recordation of the Grant Deed; and

(b) Buyer Costs. Buyer shall pay all escrow fees charged by the Title Company, and the premium and endorsement charges for the Owner's Title Policy (including, if applicable, the cost of any new or updated ALTA or other survey required by the Title Company in connection therewith).

(c) Other Costs. Buyer and Seller will each pay all of their own legal and professional fees and any fees of other consultants incurred by Buyer and Seller, respectively. All other normal costs and expenses will be allocated between Buyer and Seller in accordance with the customary practice in the County, unless set forth otherwise in this Agreement.

### 3.5 Prorations.

(a) **Utility Charges.** Seller will notify all utility and other service companies of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility and service companies that Buyer is assuming responsibility as the owner of the Property, and that all bills for the period commencing on the Close of Escrow are to be sent to Buyer. If following the Close of Escrow either Buyer or Seller receives a bill for utilities or other services provided to the Property for the period in which the Close of Escrow occurred, Buyer and Seller will equitably prorate the bill. All prorations will be made as of the date of Close of Escrow based on a 365 day year or a 30 day month, as applicable. The obligations of Seller and Buyer to prorate and adjust revenues and expenses of the Property shall survive the Closing.

(b) **Taxes.** In addition, all current general and special real estate taxes, bond interest (if applicable), assessments, improvement district assessments and similar items ("Taxes") owed at the time of the Close of Escrow shall be prorated and adjusted between Buyer and Seller as of the Close of Escrow. Taxes shall be taken "subject to" by Buyer with no adjustment to the Purchase Price or escrow retention, provided that the current installment of any Taxes shall be prorated as of Closing. If the amount of any proration cannot be determined at Close of Escrow or if any "escape" assessments are assessed against the Property after the Close of Escrow that relate to the period prior to the Close of Escrow, the adjustments will be made between the parties as soon after Close of Escrow as possible. Any supplemental assessments to the extent assessed solely for any time period after the Close of Escrow (including supplemental City assessments based on the increased value of the Property above the state-assessed value) are Buyer's sole responsibility. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SELLER, AS A REGULATED PUBLIC UTILITY, PAYS TAXES ON THE PROPERTY AS ASSESSED BY THE CALIFORNIA STATE BOARD OF EQUALIZATION ("SBE") AS OF JANUARY 1 OF EACH YEAR. ONCE THE PROPERTY IS SO ASSESSED, SELLER AUTOMATICALLY IS OBLIGATED TO PAY TAXES THEREON FOR THE SUBSEQUENT FISCAL YEAR COMMENCING THE FOLLOWING JULY 1. IF THE CLOSE OF ESCROW OCCURS BETWEEN JANUARY 1 AND JUNE 30, BUYER SHALL DEPOSIT INTO ESCROW, THE FULL AMOUNT TO PAY TAXES FOR THE TAX YEAR BEGINNING ON THE JULY 1 IMMEDIATELY FOLLOWING THE CLOSE OF ESCROW, IN ADDITION TO THE PRORATED AMOUNT OF TAXES FOR THE CURRENT TAX YEAR (ENDING JUNE 30). AT CLOSING, TAXES SHALL BE PRORATED BETWEEN SELLER AND BUYER IN LIGHT OF THE FOREGOING, WITH SELLER RESPONSIBLE FOR ALL TAXES ALLOCABLE TO THE PERIOD BEFORE CLOSE OF ESCROW, AND BUYER RESPONSIBLE FOR ALL TAXES ALLOCABLE TO THE PERIOD ON AND AFTER THE CLOSE OF ESCROW. The Taxes, for proration purposes, shall be based on the actual figures for the applicable fiscal year as provided by Seller, unless Escrow is to close before these figures are available, in which case the proration shall be based on the immediately preceding year's figures and any necessary cash adjustment of such proration shall be made between Seller and Buyer after Close of Escrow when actual tax amounts are available. Seller shall be solely responsible for the payment of any agricultural exemption tax rollback, change of use or ownership or similar assessments, charges, taxes or fees which are or may become due against the Property that relate to periods before the Close of Escrow. The 365-day year shall be used for pro-ration purposes. If applicable, Seller shall pay the Taxes for the subsequent tax year (and paid by Buyer through Escrow) before they become delinquent; provided, however, that Seller shall have the right to pay such Taxes in installments as permitted by law. Buyer shall cooperate with Seller and the SBE to complete any documentation necessary to transfer the assessment process out of SBE jurisdiction and terminate the assessment of Taxes by the SBE. The obligations of the parties under this Section 3.5 shall survive the Close of Escrow.

3.6 Possession of Property. Seller shall deliver exclusive possession of the Property to Buyer upon Close of Escrow, subject to Seller's rights under the Permitted Encumbrances (defined below).

#### 4. TITLE; TITLE INSURANCE.

4.1 Title. It shall be a condition precedent to Buyer's obligation to purchase the Property that Seller convey title to the Property to Buyer subject to the following exceptions ("Permitted Encumbrances"):

- (a) The lien of Taxes, not delinquent;
- (b) All matters and exceptions of record approved or deemed approved by Buyer pursuant to this Section 4.1, and the standard printed exceptions to the form of policy of title insurance described in Section 4.2. below;
- (c) All matters and exceptions, other than Monetary Liens (defined below), which Seller has not agreed in writing to remove from title by the Closing;
- (d) Any matters affecting title to the Property created by or with the consent of Buyer;
- (e) All matters which would be disclosed by an inspection or survey of the Property subject to Buyer's rights under Section 4.2; and
- (f) The Land Use Covenants (defined below).

At Close of Escrow, Buyer shall take title to the Property subject to the Permitted Encumbrances, and shall not be entitled to any credit against the Purchase Price with respect to any of the Permitted Encumbrances.

#### 4.2 Title and Survey Review.

(a) Within fifteen (15) days of the Effective Date, Buyer will obtain the preliminary title report (the "Title Report") prepared by the Title Company. Buyer shall examine any survey, the Title Report and the exceptions to title listed therein, as well as all underlying title documents, and shall, at least ten (10) business days before the end of the Inspection Period, notify Seller in writing (the "Title Objection Notice") of any easement, right-of-way, encroachment, conflict, protrusion or other matter affecting the Property which is shown on a survey, and/or any exceptions which appear in the Title Report (other than the Title Company's standard printed exceptions for its standard ALTA Owner's Policy of Title Insurance) that are unacceptable to Buyer (collectively, the "Title Objections"), and the facts and reasons therefor. The failure of Buyer to provide Seller with the Title Objection Notice shall be deemed to be an approval by Buyer of the condition of title to the Property. Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to take any steps, or to bring any action or proceeding, or to otherwise incur any effort or expense whatsoever to eliminate or modify any of the Title Objections, provided however, at Closing, Seller shall be required to remove the liens of any deed of trust, mechanics lien, judgment lien or any other monetary lien created by Seller ("Monetary Liens").

(b) If Buyer properly delivers a Title Objection Notice to Seller at least ten (10) business days before the end of the Inspection Period, and Seller does not provide Buyer

with written notice of its election to cause the Buyer's Title Objections to be removed from title to the Property on or before Closing at least five (5) business days prior to the end of the Inspection Period, then it shall be deemed that Seller has elected to not cause Buyer's Title Objections to be removed from title. If Seller does not elect, or is deemed to have not elected to remove the Buyer's Title Objections from title to the Property, then Buyer may (i) close this transaction notwithstanding the Title Objections, or (ii) terminate this Agreement by delivering written notice thereof in writing to Seller, in which event, the then current Deposit will be returned to Buyer, and neither party shall have any obligations hereunder other than those which, by their express terms, survive such termination.

(c) The parties agree that, without limiting any other provisions of this Agreement, Seller makes no express or implied warranties regarding the condition of title to the Property.

(d) Buyer shall have the right at its own cost and expense to perform an ALTA survey of the Property. If Buyer so elects to prepare a survey of the Property, then Buyer shall provide a copy of the survey to Seller at no cost to Seller, promptly upon Buyer's receipt thereof. Buyer's Title Objection Notice shall include any objections based on the Title Report and/or any survey. In no event shall Buyer's election to prepare a survey delay Closing hereunder or extend the Inspection Period.

4.3 Title Insurance. At the Close of Escrow, as a condition precedent to Buyer's obligation to close and pay the Purchase Price, the Title Company shall issue to Buyer its then current and standard form of CLTA Standard Coverage Policy of Title Insurance with liability in an amount equal to the Purchase Price showing title to the Property vested in Buyer subject only to the Permitted Encumbrances (the "Owner's Title Policy"). If Buyer elects to obtain any particular title insurance endorsements or an extended coverage policy (such as an ALTA policy), the additional premium and costs of any survey for the extended coverage policy and the cost of any endorsements will be at Buyer's sole cost and expense; however, Buyer's election to obtain an extended coverage policy shall not be permitted to delay the Closing in any way. In connection with the issuance of the Owner's Title Policy Seller agrees to provide to the Title Company an owner's affidavit/indemnity in Seller's standard form, which is attached hereto as Exhibit E (the "Seller's Affidavit").

## 5. CONDITION OF PROPERTY.

5.1 "AS-IS" CONDITION. EXCEPT FOR SELLER'S EXPRESS COVENANTS, OBLIGATIONS AND DUTIES UNDER THIS AGREEMENT, BUYER REPRESENTS, WARRANTS AND COVENANTS TO SELLER THAT, AS OF THE CLOSING DATE, BUYER HAS INDEPENDENTLY AND PERSONALLY INSPECTED THE REAL PROPERTY. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE REAL PROPERTY IS MADE ON AN "**AS-IS**" AND "**WITH ALL FAULTS**" BASIS, AND, EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER AGREES THAT IT WILL ACCEPT THE PROPERTY AT CLOSING, IN SUCH CONDITION. NO PERSON ACTING ON BEHALF OF SELLER OR ANY OTHER SELLER PARTY (DEFINED BELOW) IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF, BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NO SELLER PARTY HAS 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 THE REAL PROPERTY.

BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE REAL PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE REAL PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN DUE DILIGENCE REVIEW, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO BUYER BY OR ON BEHALF OF SELLER WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION EXCEPT AS MAY OTHERWISE BE EXPRESSLY PROVIDED HEREIN. BUYER AGREES TO FULLY AND IRREVOCABLY RELEASE ALL SELLER PARTIES AND SUCH SOURCES AND PREPARERS OF INFORMATION FROM ANY AND ALL CLAIMS (AS DEFINED BELOW) THAT BUYER MAY NOW HAVE OR HEREAFTER ACQUIRE ARISING FROM SUCH INFORMATION OR DOCUMENTATION.

5.2 Right of Inspection. For a period of forty-five (45) days following the Effective Date ("Inspection Period"), subject to the terms and conditions of this Section 5.2, Buyer and Buyer's authorized representatives, may enter onto the Real Property at any reasonable time and from time to time to survey and inspect the Real Property. No invasive testing, including soil or groundwater sampling, may be conducted on the Property unless and until the testing plans and procedures are approved in writing by Seller, which approval shall not be unreasonably withheld, and granted subject to reasonable conditions as Seller may determine, in Seller's sole and absolute discretion. If Seller approves of such testing, Buyer shall prepare, at Buyer's sole cost and expense, a work plan that describes in detail the nature, scope, location and purpose of all of Buyer's activities to be performed on the Real Property, including methods and procedures for restoration of any alteration to the Real Property, and a health and safety plan. In addition, at Buyer's sole cost and expense, Buyer shall comply with all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force. In the event that Buyer conducts any such testing, Buyer shall return the Real Property as nearly as possible to the same condition the Real Property was in prior to any entry or testing activities.

(b) Buyer shall notify Darin Polsley, Seller's representatives for the Property, ("Seller's Representative"), by telephone at (925) 459-3794 not less than five (5) working days prior to Buyer or Buyer's representatives entering the Real Property in each instance. No such entry shall interfere with Seller's use of the Real Property or the use of the Real Property by any tenants, easement holders, licensees, permittees or other third parties occupying the Real Property, if any. Seller shall have the right to have a representative accompany Buyer on each such entry.

(c) At Buyer's sole expense, Buyer shall provide Seller with copies of the results of all analytical tests, photos, geological logs, studies and drafts of any and all reports generated as the result of Buyer's activities as soon as they are available. Seller shall have ten (10) business days to comment thereon. Thereafter, Buyer shall incorporate any and all of Seller's reasonable comments into such reports before such reports are prepared in final form. Buyer shall provide Seller with copies of any and all final reports as soon as they are available. Buyer shall keep such reports confidential as more specifically set forth in Section 5.9.

5.3 Indemnification; Release; Insurance. Buyer shall indemnify, defend (with counsel approved by Seller), protect and hold Seller, its officers, directors, employees, agents and contractors (collectively, "Indemnitees") harmless from and against any and all losses (including diminution in the value of the Real Property and other consequential damages), costs, claims, demands, actions, suits, orders, liabilities, or causes of action (including attorneys' fees and costs), obligations, controversies, debts, expenses, accounts, damages, judgments, and liabilities of whatever kind or nature, and by whomsoever asserted, in law, equity, or otherwise (collectively, "Claims") arising out of or in any way connected with the Property and occurring as a result of any entry upon the Real Property, or activities conducted thereon by Buyer, its agents, contractors or employees. Buyer's entry upon the Property and activities conducted thereon by or on behalf of Buyer shall be at Buyer's sole risk and expense. Seller shall not be liable to Buyer for, and Buyer hereby waives and releases Seller and the other Indemnitees from, any and all Claims arising out of or in any way connected with the Real Property and occurring as a result of any entry upon the Real Property, or activities conducted thereon by Buyer, its agents, contractors or employees. Buyer shall, and shall cause Buyer's consultants, contractors and subcontractors to, procure, carry and maintain in effect prior to and throughout the period of time that Buyer shall be entering the Real Property, insurance covering Buyer's activities acceptable to Seller's insurance department, in a form and with deductibles acceptable to Seller and with such insurance companies as are acceptable to Seller. Notwithstanding the foregoing, the indemnity described in this Section 5.3 shall not apply to any Claims that arise out of the gross negligence or willful misconduct of any Indemnitee. The provisions of this Section 5.3 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

5.4 Right to Terminate. If, for any reason, Buyer is not satisfied with the results of its inspection of the Property, Buyer shall have the right to terminate this Agreement by written notice to Seller given prior to the expiration of the Inspection Period. Buyer's notice of termination shall specify in detail the basis for Buyer's termination of this Agreement. Buyer's failure to terminate this Agreement prior to the expiration of the Inspection Period shall be deemed Buyer's approval of all matters relating to the Property, including the physical condition of the Real Property, the possible uses of the Real Property and any limitations thereon. If Buyer elects not to terminate this Agreement as permitted above, (a) Buyer shall have no further right to terminate this Agreement, except in accordance with the provisions of Section 8, 9 or 10.2 below (regardless of any changes in the condition of the Real Property or any facts or circumstances of which Buyer may become aware following the Inspection Period); and (b) in addition to all other claims waived by Buyer hereunder, Buyer shall be deemed to have waived any and all rights or claims against Seller with respect to matters discovered prior to the expiration of the Inspection Period. If Buyer elects to terminate this Agreement as permitted above, Buyer shall be entitled to return of the Deposit (less the Independent Consideration), and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for the obligations that expressly survive the termination of this Agreement.

5.5 Hazardous Substances Disclosure; Seller's Remediation; Land Use Covenants.

5.5.1 Hazardous Substances Disclosure. The Real Property was the location of a utility service center and at some time prior to or during Seller's ownership or use of the Real Property, Hazardous Substances, as defined below, on the Real Property were handled, treated, stored and/or released. Some of these Hazardous Substances may contain chemicals known to the State of California to cause cancer or reproductive toxicity. Seller has conducted a limited investigation of the Real Property for Hazardous Substances as described in the environmental reports relating to the Property described on Exhibit F attached hereto

("Environmental Reports"). Seller agrees to provide Buyer with copies of, or access to, the Environmental Reports and Buyer may utilize the Environmental Reports in its due diligence review; provided, however, Buyer acknowledges and agrees that (a) Seller makes absolutely no representations or warranties as to the accuracy or completeness of any information contained in the Environmental Reports or the methods upon which said information was obtained by the issuers of the Environmental Reports, (b) Buyer will not rely in any manner upon the information contained in the Environmental Reports and (c) neither Seller nor the issuer of any of the Environmental Reports shall have liability whatsoever to Buyer for any false, inaccurate or misleading matters or information, if any, contained in the Environmental Reports.

5.5.2 Seller's Remediation. As disclosed above, the Real Property was formerly used as a service yard for natural gas and electric distribution operations. Operations at the Real Property ceased in the early 1980s, and the buildings were removed in the mid-1980s. Petroleum hydrocarbon contaminants beneath the Site have been attributed to a former underground storage tank ("UST") and former crude oil storage operations by the previous owner. The UST contained gasoline and was removed in 1985. The former crude oil storage operations occurred from the early 1900s until late 1940s, when Coast Counties Gas and Electric was merged with PG&E. Seller performed certain investigation and remediation activities at the Real Property between 1984 and 2016, and included groundwater monitoring, removal of storage tanks, fluid extraction, biosparging/bioventing, and hydrocarbon recovery with sorbent cartridges. In addition, Seller has performed remediation activities in accordance with that certain Remedial Action Plan and Remedial Work Plan (the "RAP/RAW") submitted to the Regional Water on October 10, 2016, and the Regional Water Board's November 22, 2016 letter (approving the RAP/RAW following a public comment period). The cleanup included (a) excavation and off-site disposal of the top 6.5 feet of soil on a portion of Parcel A, and (b) backfilling with clean material. Post-cleanup conditions at the Real Property are described in the Remedial Action Completion Report approved by the Regional Water Board on January 4, 2018 ("RACR"). As more fully described in the RACR, (i) post-cleanup residual contaminants remaining at the Property include petroleum hydrocarbons, polycyclic aromatic hydrocarbons, and volatile organic compounds (VOCs); and (ii) the bottom 5 feet of clean backfill – i.e., from 1.5 feet below ground surface (bgs) to 6.5 feet bgs – will serve as a Bio-attenuation zone for any VOC vapors arising from deeper contaminants.

5.5.3 Land Use Covenants. The Real Property will be conveyed to Buyer subject to three land use covenants that restrict future use of the Real Property. Two of Land Use Covenants are for the benefit of the Regional Water Board and recorded in the official records of Contra Costa County as Document Nos. 2018-0070947-00 with respect to Parcel A and 2017-0039192-00 with respect to Parcel B (collectively, the "Regional Board LUC"). The third Land Use Covenant was recorded by Seller in the official records as Document No. 2018-0130766 with respect to Parcel A (the "PG&E LUC"). The PG&E LUC and the Regional Board LUC are collectively referred to herein as the "Land Use Covenants"). Copies of the Land Use Covenants are attached hereto as Exhibit G. As described above, the Land Use Covenants constitute Permitted Exceptions to title. In addition to restricting the future use of Parcel A, the PG&E LUC grants the right of entry to PG&E and its representatives for the purpose of entering the Real Property in accordance with the terms thereof for the purpose of fulfilling its post-remediation obligations. Buyer hereby acknowledges and agrees that it will accept title to the Real Property subject to the Land Use Covenants. Buyer further agrees that language may be included in the Grant Deed as required by the Land Use Covenants.

5.5.4 "Hazardous Substances" means any hazardous or toxic material, pollutant, contaminant, or waste that is or becomes regulated by any local governmental authority,

the State of California or the United States Government under any Environmental Requirements. For purposes of this Agreement, Hazardous Substances include any material or substance:

(a) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar nature under any local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, any and all rules and regulations of the United States or California Environmental Protection Agency or any successor agency, or any other state or federal department, board or agency, or any other agency or governmental board or entity having jurisdiction, as any of the foregoing have been, or are hereafter amended from time to time; or

(b) that is now or hereafter regulated as a Hazardous Substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the United States or any political subdivision thereof; or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or including without limitation substances containing petroleum hydrocarbons, lead-based paint or other lead contamination, asbestos or asbestos-containing materials, or radon gas; or

(c) the presence of which on the Real Property poses or threatens to pose a hazard to the health or safety of persons or to the environment.

5.5.5 "Environmental Requirements" means all applicable present and future laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, judicial, administrative and regulatory decrees, directives and judgments of all governmental agencies, departments, commissions and boards, relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater.

## 5.6 Buyer's Assumption and Release.

5.6.1 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, UPON CLOSING, BUYER ASSUMES THE RISK OF ALL ADVERSE MATTERS WITH RESPECT TO THE REAL PROPERTY, INCLUDING ADVERSE PHYSICAL CONDITIONS, DEFECTS, CONSTRUCTION DEFECTS, ENVIRONMENTAL, HEALTH, SAFETY AND WELFARE MATTERS WHICH MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS. BUYER, ON BEHALF OF BUYER AND ITS HEIRS, PERSONAL REPRESENTATIVES, OWNERS, MEMBERS, REPRESENTATIVES, PARTNERS, INVESTORS, EMPLOYEES, AGENTS AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AND ANYONE CLAIMING BY, THROUGH OR UNDER BUYER (COLLECTIVELY, INCLUDING BUYER, THE "BUYER PARTIES") HEREBY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, FULLY AND IRREVOCABLY RELEASE SELLER AND SELLER'S AFFILIATES, PARENT COMPANIES AND SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS REPRESENTATIVES, AGENTS, SERVANTS, ATTORNEYS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, INCLUDING SELLER, THE "SELLER PARTIES" AND "RELEASED SELLER PARTIES") FROM ANY AND ALL CLAIMS, COSTS, LOSSES, LIABILITIES, OBLIGATIONS, LEGAL OR ADMINISTRATIVE ORDERS OR PROCEEDINGS, DAMAGES, PUNITIVE DAMAGES, EXPENSES, PENALTIES, FINES, DEMANDS, ACTIONS OR CAUSES

OF ACTION AND JUDGMENTS (COLLECTIVELY, "CLAIMS") THAT BUYER OR ANY OTHER BUYER PARTY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST ANY SELLER PARTY AT LAW OR IN EQUITY, AND WHETHER KNOWN OR UNKNOWN AT THE TIME OF THIS AGREEMENT, ARISING FROM OR RELATED TO THE PHYSICAL, ENVIRONMENTAL, ECONOMIC OR LEGAL CONDITION OF THE PROPERTY.

THIS RELEASE EXPRESSLY INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OR DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASES SET FORTH ABOVE. BUYER SPECIFICALLY ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THIS RELEASE AND HAS BEEN ADVISED BY ITS LEGAL COUNSEL CONCERNING, AND HEREBY WAIVES, THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BUYER ALSO HEREBY EXPRESSLY WAIVES ANY RIGHT BUYER MAY HAVE UNDER ANY OTHER STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT IN CONNECTION WITH THE RELEASE GIVEN IN THIS SECTION 5.6. THE PROVISIONS OF THIS SECTION 5.6 SHALL INDEFINITELY SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE CLOSING DOCUMENTS. BY THEIR INITIALS BELOW, BUYER AND SELLER HEREBY AGREE THAT ALL OF THE FOREGOING PROVISIONS OF THIS SECTION 5.6 CONSTITUTE MATERIAL CONSIDERATION TO SELLER HEREUNDER, AND THAT, BUT FOR SUCH AGREEMENTS BY BUYER, SELLER WOULD NOT ENTER INTO THIS AGREEMENT.

\_\_\_\_\_  
Buyer's initials

\_\_\_\_\_  
Seller's initials

5.6.2 Buyer represents and warrants to Seller that it is the sole and lawful owner of all right, title and interest in and to every Claim that Buyer purports to release herein, and that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, association, corporation or other entity, any right, title or interest in any such Claim. In the event that such representation is false, and any such Claim is asserted against any of the Released Seller Parties, by any party or entity who is the assignee or transferee of such Claim, then Buyer shall fully indemnify, defend and hold harmless the Released Seller Party against whom such Claim is asserted from and against such Claim and from all actual costs, fees, expenses, liabilities and damages that that party incurs as a result of the assertion of such Claim.

5.6.3 Notwithstanding anything to the contrary contained in the Buyer assumptions and releases provided for in this Section 5.6, Seller shall continue to be responsible for any future soil remediation only to the extent that such future soil remediation (i) arises solely out of Seller's ongoing obligation to monitor groundwater, and (ii) is required by the Regional Water Board or other agency with jurisdiction before Seller receives a written determination by the Water Board or other agency with jurisdiction that no further groundwater monitoring is required ("Seller's Continuing Environmental Obligations").

5.6.4 Except as otherwise expressly set forth herein, the Buyer assumptions and releases provided for in this Section 5.6 shall become effective with respect to the presence of Hazardous Substances in groundwater beneath Parcel A only upon the issuance of a written determination by the Regional Water Board or other agency with jurisdiction, that no further groundwater monitoring is required. Notwithstanding the foregoing, Seller shall retain liability for Hazardous Substances that migrate Off-Site from the Real Property, subject to the limitations set forth in Section 5.7.

## 5.7 Environmental Indemnity.

5.7.1 Buyer's Indemnity. Except as otherwise set forth in this Agreement and subject to Seller's Continuing Environmental Obligations and Seller's indemnification obligations hereunder, on and after Closing, Buyer agrees and covenants, at its sole cost and expense, to indemnify, protect, defend, and hold the Released Seller Parties harmless, from and against any and all Claims (including the payment of damages, both actual and consequential, the payment of the actual fees and expenses of experts, attorneys and others and the payment of "response costs" under CERCLA or any other Environmental Requirements) arising from or relating, in whole or in part, to: (a) any violation by Buyer of the Environmental Requirements or the Land Use Covenants, including without limitation payment of attorneys' fees and consultants' fees, investigation and laboratory fees, court costs and other litigation expenses related thereto; (b) any lawsuit brought or threatened, settlement reached, or government order relating to any Hazardous Substances on, about, under, from, or affecting the Real Property; (c) Buyer's use, generation, refining, manufacture, transportation, transfer, production, processing, storage, handling or treatment of any Hazardous Substances on, about, under, from, or affecting the Real Property; (d) the presence, disposal, dumping, escape, seepage, leakage, spillage, discharge, emission, pumping, emptying, injecting, leaching, pouring, release or threatened release of any Hazardous Substances caused by Buyer on, about, under, from, or affecting the Real Property; (e) any Remediation of any Hazardous Substances on, about, under, from, or affecting the Real Property to the extent required by any Environmental Requirements; or (f) any personal injury (including wrongful death) or property damage (real or personal) resulting from any Hazardous Substances caused by Buyer on, about, under, from or affecting the Real Property or any other property, except that such Buyer's indemnity shall not include Claims arising from or relating, in whole or in part, to Seller's Continuing Environmental Obligations, or the active negligence or willful misconduct of the Seller Released Parties.

5.7.1.1 Buyer's Security for Performance of Its Indemnity. Within fifteen (15) days following a written request by Seller, Buyer shall provide to Seller a certificate of an environmental insurance policy with coverage amounts reasonably acceptable to Seller and naming Seller as an additional insured thereunder. This Section 5.7.1.1 shall survive Closing and shall not merge with the Grant Deed.

5.7.2 Seller's Indemnification for Third-Party Claims. "Third-Party Claim" shall mean a Claim brought by a person, including any governmental entity with jurisdiction over Buyer or a Buyer Party with respect to Environmental Requirements affecting the Real Property, who is not the Buyer, a Buyer Party, the Seller, or a Seller Party. "On-Site" shall mean at, on, or under the Real Property. "Off-Site" shall mean any physical location other than at, on, or under the Real Property. Seller shall indemnify, defend and hold harmless Buyer and any Buyer Party from and against: (1) any and all Claims arising from or relating, in whole or in part Seller's Continuing Environmental Obligations; and (2) any and all Third-Party Claims (including the

payment of actual and consequential damages, including natural resource damages, the payment of the actual fees and expenses of experts, attorneys and others and the payment of the costs to respond to a release of Hazardous Substances, notwithstanding the requirements of National Contingency Plan under CERCLA or any other Environmental Requirements) directly and solely related to the Off-Site presence of Hazardous Substances that (a) originated On-Site, and (b) were present in On-Site soil or groundwater at the time of Closing. The foregoing indemnity and any Seller indemnity arising from common law or any other source shall not apply to the extent such Claims result from or arise out of or in connection with (i) Buyer's failure to comply with any legal requirement or duty, including, without limitation, requirements and duties imposed by statutory or common law, regulations, ordinances, regulatory directives, agreements, or recorded documents (including, without limitation, the Land Use Covenants), (ii) the active negligence or willful misconduct of Buyer or any Buyer Party, (iii) the release of any Hazardous Substances brought to the Real Property by Buyer, and (iv) any Buyer or Buyer Party post-Closing activity on the Real Property that fails to correctly handle and dispose of contaminated soil (such as through an agency-approved Soil Management Plan) or that causes or knowingly permits the migration of Hazardous Substances. Conversely, if none of these four types of acts and omissions – (i) through (iv) in the preceding sentence – has occurred, then the preceding sentence shall not limit Seller's indemnity. The indemnity provided in this Section shall survive Closing, but shall expire and be of no further force or effect whatsoever as of the date which is 5 years after the Water Board issues a no further action letter, or documented equivalent, with respect to Seller's cleanup of the Real Property.

5.7.3 The purpose of the foregoing indemnities is to protect Seller and Buyer and their respective other Released Parties from expenses and obligations related to (i) Seller's Continuing Environmental Obligations, (ii) On-Site Hazardous Substances with respect to Buyer indemnities in Section 5.7.1, and (iii) Third-Party Claims relating to Hazardous Substances located On-Site at Closing and migrating Off-Site with respect to the Seller Indemnity in Section 5.7.2. Each Party's obligation to defend includes the obligation to defend claims and participate in administrative proceedings, even if they are false or fraudulent. Buyer understands and agrees that its liability to Seller shall arise upon the earlier to occur of (i) the discovery of, or the threat or suspected presence of, any previously undiscovered Hazardous Substances on, under or about the Real Property, whether or not the United States Environmental Protection Agency, any other federal agency or any state or local environmental or other agency or political subdivision or any court, administrative panel or tribunal has taken or threatened any action in connection with the presence, or threatened or suspected presence, of any such Hazardous Substances or (ii) the institution of any Claims related to such Hazardous Substances, and not upon the realization of loss or damage. Seller understands and agrees that its obligation to indemnify Buyer under Section 5.7.2 hereof shall arise upon the institution of any Claims related to Hazardous Substances originating On-Site as of Closing and migrating Off-site, whether or not the United States Environmental Protection Agency, any other federal agency or any state or local environmental or other agency or political subdivision or any court, administrative panel or tribunal has taken or threatened any action in connection with the presence any such Hazardous Substances.

5.7.4 Except as set forth in Section 5.7.2 and notwithstanding anything to the contrary contained herein, the Buyer indemnity provided for in Section 5.7.1 shall become effective with respect to the presence of Hazardous Substances in groundwater beneath and within the boundaries of Parcel A upon the issuance of a written determination by the Regional Water Board or other agency with jurisdiction, that no further groundwater monitoring is required.

5.8 Natural Hazard Disclosures. Seller is, or may be, required under California law to disclose if the Property lies within the following natural hazard areas or zones: (a) a special flood hazard area designated by the Federal Emergency Management Agency (Government Code Section 8589.3); (b) an area of potential flooding shown on a dam failure inundation map (Government Code Section 8589.4); (c) a very high fire hazard severity zone ("Fire Hazard Severity Zone") (Government Code Section 51183.5); (d) a wildland area that may contain substantial forest fire risks and hazards ("Wildland Fire Zone") (Public Resources Code Section 4136); (e) an earthquake fault zone (Public Resources Code Section 2621.9); or (f) a seismic hazard zone (Public Resources Code Section 2694). Buyer acknowledges and understands that: (i) if the Real Property is located in a Fire Hazard Severity Zone, the owner is subject to the maintenance requirements of Government Code Section 51182; and (ii) if the Real Property is located in a Wildland Fire Zone, it is subject to the maintenance requirements of Public Resources Code Section 4291, and it is not the State of California's responsibility to provide fire protection services to any building or structure located within a Wildland Fire Zone unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Public Resources Code Section 4142. In addition, if the Real Property is situated in one or more of the hazard zones described above, Buyer's ability to develop the Property, obtain insurance, or receive assistance after a disaster may be limited. Buyer further acknowledges that the maps on which the natural hazard disclosures are based only estimate where natural hazards exist, and are not definitive indicators of whether or not a property will be affected by a natural disaster. Seller has employed the services of Disclosure Source (which, in such capacity is herein called "Natural Hazard Expert") to examine the maps and other information specifically made available to the public by government agencies for the purpose of enabling Seller to fulfill the foregoing disclosure obligations. A copy of the Natural Hazard Disclosure Report ("Natural Hazard Report") prepared by the Natural Hazard Expert is attached to this Agreement as Exhibit H. Buyer acknowledges that the Natural Hazard Report deals with matters within the scope of the Natural Hazard Expert's professional license or expertise, and neither Seller nor Seller's Broker shall be liable for any error, inaccuracy or omission of any information relating to natural hazards disclosures not within its personal knowledge. In addition, Buyer acknowledges that Seller has previously delivered to Buyer *The Commercial Owner's Guide to Earthquake Safety*, published by the State of California Seismic Safety Commission. Seller is making and has made no representations regarding the seismic, geologic or other natural hazards affecting the Real Property, or the effect thereof on the future use or development of the Property, and Buyer should make its own inquiry and investigation of such hazards. Further, Buyer hereby waives, to the fullest extent permitted by law, any other disclosure requirements relating to natural hazards imposed on Seller by California law.

5.9 Confidentiality. Until Close of Escrow, unless disclosure is otherwise required under this Agreement, applicable laws, or court order, Buyer shall keep and shall cause other Buyer parties to keep confidential all non-public tests, reports, documents, analyses, and opinions obtained by Buyer with respect to the Property, including any information provided by Seller or received or prepared by Buyer in Buyer's independent factual, physical and legal examinations and inquiries respecting the Property (collectively, "Confidential Information"), except that Buyer may disclose the same to its agents, employees, legal counsel, consultants, and financing sources provided that such parties shall be obligated to keep the Confidential Information confidential. Until Close of Escrow, neither the contents nor the results of any Confidential Information shall be disclosed by Buyer or any other Buyer party, or their respective agents, consultants and employees without Seller's prior written approval, which Seller may grant or withhold at Seller's sole and absolute discretion, unless and until Buyer is legally compelled to make such disclosure.

5.10 Survival. The covenants, agreements and obligations contained in this Section 5 shall survive the expiration or earlier termination of this Agreement and, if applicable, the Close of Escrow.

## 6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations. Seller represents and warrants to Buyer to Seller's actual knowledge, as defined below in this Section 6.1, as follows:

(a) Seller has full right, power and authority to enter into this Agreement and to sell, convey and transfer the Property to Buyer; provided, however, that the foregoing representation and warranty is subject to Seller's receipt of any required regulatory approval (as more particularly described in Section 7.3 below). All corporate action on the part of Seller necessary for the valid authorization, execution, and delivery of this Agreement, and the consummation of the transactions contemplated hereby has been taken, or at or prior to Close of Escrow will have been taken.

(b) The execution and delivery of this Agreement and the consummation of conditions or provisions of any other agreement to which Seller is a party or by which Seller is bound, will not violate any provision of, or require any consent, authorization or approval under, any other agreement or applicable law, regulation, or order; provided, however, that the foregoing representation and warranty is subject to Seller's receipt of any required regulatory approval required by Section 7.3, below. This Agreement, the Closing Documents and all other documents executed by Seller in connection with this Agreement and/or the transactions contemplated herein are, or at the time of Close of Escrow will be, (i) duly authorized, properly executed and delivered by Seller, (ii) legal, valid and binding obligations of Seller enforceable in accordance with their terms at the time of Close of Escrow, and (iii) not in violation of any agreement or judicial order to which Seller is a party or to which it is subject.

(c) Seller has provided or will make available to Buyer all Due Diligence Materials in Seller's actual possession or control with respect to conditions, including all environmental conditions, on or at the Real Property.

(d) Seller has received no notice from any governmental agency or private person during the two (2) year period preceding the Effective Date that the condition, use or operation of the Property violates any law or any order or requirement of any governmental agency that could materially and adversely affect the proposed use of the property for commercial development operation or value of the Property (other than violations which have been cured).

(e) Seller has received no written notice of any pending or threatened lawsuits of any kind against Seller that would be likely to materially and adversely affect the operation or value of the Property or prohibit the sale thereof.

(f) Except as set forth in writing to Buyer, whether in the Due Diligence Materials or otherwise, Seller has received no written notice of any pending, threatened or contemplated condemnation proceedings affecting the Property or any part thereof.

(g) There are no unrecorded agreements (written or oral) in the nature of leases, rental agreements, licenses, permits, franchises, concessions or occupancy agreements affecting possession of the Real Property.

(h) The representations and warranties of Seller set forth in this Agreement shall be true, correct and complete on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

Seller's "actual knowledge" as used in this Section 6.1 or elsewhere in this Agreement shall mean the actual knowledge of, or receipt of written notice by Seller's Representatives, as of the Effective Date, without any duty of inquiry. Buyer acknowledges and agrees that Seller may have records or files not in the possession of Seller's Representatives, which may include information concerning the Property. Buyer understands that Seller will not undertake to determine whether any of such other files and/or records contain information concerning the Property, and Seller will not make such other files and records available to Buyer for its review. Buyer further acknowledges and agrees that Seller and its affiliates have gone through numerous management changes and personnel changes over the years, and the employees who currently manage the Property may have little or no knowledge of the location or contents of the files and records relating to the Property. In light of the voluminous files and records of Seller, and the uncertainty of the location or content of such files, Buyer acknowledges and agrees that Buyer will, except for the limited representations and warranties contained in this Section 6.1, rely solely on its own investigations in making its decision to acquire the Property.

6.2 Buyer's Representations. Buyer makes the following representations and warranties:

(a) Buyer is duly organized, validly existing and in good standing under the laws of the state of its organization and is qualified to do business in the state in which the Real Property is located, and the persons executing this Agreement on behalf of Buyer have the full right and authority to execute this Agreement on behalf of Buyer and to bind Buyer without the consent or approval of any other third party or entity. This Agreement, the Closing Documents and all other documents executed by Buyer in connection with this Agreement and/or the transactions contemplated herein are, or at the time of Close of Escrow will be, (i) duly authorized, properly executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer enforceable in accordance with their terms at the time of Close of Escrow, and (iii) not in violation of any agreement or judicial order to which Buyer is a party or to which it is subject.

(b) Buyer is not, and at no time during the term of this Agreement will be: (i) in violation of any Anti-Terrorism Law (defined below); (ii) conducting any business or engaging in any transaction or dealing with any Prohibited Person (defined below), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (iii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 (defined below); or (iv) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law. Neither Buyer nor any of its Affiliates, officers, directors, shareholders, partners or members is, or at any time during the term of this Agreement will be, a Prohibited Person. As used herein, "Anti-Terrorism Law" means any law or regulation relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, and Title 3 of the USA Patriot Act (defined below), and any regulations promulgated under any of them, each as may be amended from time to time. As used herein, "Executive Order No. 13224" means Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism," as may be amended from time to time. As used herein,

"Prohibited Person" means (1) a person or entity that is listed in, or owned or controlled by a person or entity that is listed in, the Annex to Executive Order No. 13224; (2) a person or entity with whom Seller is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (3) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <https://www.treasury.gov/ofac/downloads/sdnlist.pdf> or at any replacement website or other official publication of such list. As used herein, "USA Patriot Act" means the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56). As used herein, "Affiliate" means, with respect to any party, a person or entity that controls, is under common control with, or is controlled by such party.

(c) The representations and warranties of Buyer set forth in this Agreement shall be true, correct and complete on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

## 7. CONDITIONS PRECEDENT.

7.1 Conditions to Buyer's Obligations. In addition to those conditions set forth in Sections 7.3, below, Buyer's obligation to purchase the Property is subject to the fulfillment or waiver of each of the following conditions precedent ("Buyer's Conditions"):

(a) The Title Company shall be prepared to issue at Close of Escrow the Owner's Title Policy upon payment of its regularly scheduled premium therefor and subject to the conditions and limitations set forth in Section 4.3; and

(b) Seller shall have performed each and every covenant contained in this Agreement to be performed by Seller at or prior to Close of Escrow;

The foregoing Buyer's Conditions are solely for the benefit of Buyer and may only be waived by Buyer, with such waiver to be in writing to Seller.

7.2 Conditions to Seller's Obligations. In addition to the condition set forth in Sections 7.3 below, Seller's obligation under this Agreement to sell the Property to Buyer is subject Buyer's timely performance of each and every covenant contained in this Agreement to be performed by Buyer ("Seller's Conditions"). The foregoing Seller's Condition is solely for the benefit of Seller and may only be waived by Seller, with such waiver to be in writing to Buyer.

7.3 Regulatory Approval. Seller has determined that CPUC approval ("CPUC Approval") will be required as a condition precedent to Seller's sale of the Property to Buyer, and therefore, the obligation of each party to close the sale of the Property shall be conditioned upon obtaining such CPUC Approval at or prior to the Close of Escrow. Buyer acknowledges and agrees that CPUC Approval shall not be deemed to have occurred for purposes of this Agreement unless and until the CPUC approves the sale of the Property to Buyer in a form that is final, unconditional and unappealable, including exhaustion of all administrative appeals or remedies before the CPUC, and such CPUC Approval is approved by Seller in its sole and absolute discretion, including Seller's approval of the proposed accounting and ratemaking treatment of the sale. Buyer further acknowledges and agrees that Seller makes no representation or warranty with respect to the likelihood of, or timing of, CPUC Approval, and Buyer hereby waives all claims against Seller for losses, expenses or damages suffered or incurred by Buyer as a direct and sole result of the need for CPUC Approval, any delay in receipt of CPUC approval or the failure of the

CPUC to approve the sale of the Property to Buyer. If Seller has not notified Buyer of the issuance of the CPUC Approval as of the last day of the 18<sup>th</sup> full calendar month following the Effective Date, Buyer may terminate this Agreement upon written notice to Seller delivered any time prior to issuance of the CPUC Approval.

#### 7.4 Termination of Agreement for Failure of Conditions.

(a) Failure of Buyer's Conditions. If any one or more of Buyer's Conditions is not either fully performed, satisfied or waived in writing (by Buyer) on or before the Closing Date, then Buyer may elect, by written notice to Seller, to terminate this Agreement and the Escrow, in which event, Buyer shall be entitled to return of the Deposit, as applicable, and this Agreement, the Escrow, and the rights and obligations of the parties hereunder shall terminate (excluding those rights and obligations which by their expressed terms survive such termination).

(b) Failure of Seller's Conditions. If any one or more of Seller's Conditions, or any other conditions precedent to Seller's obligations hereunder is not either fully performed, satisfied or waived in writing (by Seller) on or before the Closing Date, then Seller may elect, by written notice to Buyer, to terminate this Agreement and the Escrow, in which event, Buyer shall be entitled to return of the Deposit, as applicable, and this Agreement, the Escrow, and the rights and obligations of the parties hereunder shall terminate (excluding those rights and obligations which by their expressed terms survive such terminations). Nothing in this paragraph shall be construed to limit Seller's rights under Section 10.1 in the event of a default by Buyer.

(c) Regulatory Approval. The condition set forth in Section 7.3 may not be waived by either party. If Seller notifies Buyer prior to the Closing Date (as the same may be extended by Seller pursuant to its rights set forth above in Section 7.3) that Seller has not obtained CPUC Approval, in its sole and absolute discretion, then this Agreement and the Escrow shall automatically terminate as of the date of such notice (except for obligations that expressly survive the termination of this Agreement), and Buyer, shall be entitled to return of the Deposit. Nothing in this paragraph shall be construed to limit Seller's rights under Section 10.1 in the event of a default by Buyer.

#### 8. CONDEMNATION.

If prior to the Closing Date, Seller acquires actual knowledge of any pending or threatened action, suit, or proceeding to condemn or take all or any part of the Real Property under the power of eminent domain, then Seller shall promptly give notice thereof to Buyer. In the event of any taking of more than 15% of the land area of the Real Property in eminent domain proceedings or under threat of condemnation after the Effective Date and prior to the Close of Escrow, Buyer shall have the right, in Buyer's sole and absolute discretion, to terminate this Agreement by giving Seller written notice of termination within twenty (20) days following the date Buyer receives notice of such taking, in which event Buyer shall be entitled to return of the Deposit, as applicable, and this Agreement, the Escrow, and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement. Nothing in this paragraph shall be construed to limit Seller's rights under Section 10.1 in the event of a default by Buyer. In the event of a taking of 15% or less of the land area of the Real Property after the Effective Date and prior to the Close of Escrow or in the event that Buyer shall not elect to terminate this Agreement as provided above, Buyer shall remain obligated to perform its obligations under this Agreement, and Seller shall assign to Buyer, at Close of Escrow, the portion of any condemnation award attributable to Seller's interest in the Real Property. For the purposes of this Agreement, a taking in condemnation shall mean the

taking of possession or the vesting of fee title to the Real Property in a governmental entity pursuant to the exercise of the power of eminent domain or pursuant to a deed given in lieu or in contemplation thereof.

#### 9. DAMAGE AND DESTRUCTION.

If, prior to the Close of Escrow, any part of the Real Property is damaged or destroyed by earthquake, flood, landslide, fire or other casualty, Seller will promptly inform Buyer of such fact in writing and advise Buyer as to the extent of the damage and whether it is, in Seller's reasonable opinion, material or not material. If such damage or destruction is material, Buyer has the option to terminate this Agreement upon written notice to the Seller given not later than five (5) business days after receipt of Seller's written notice to Buyer advising of such damage or destruction, in which case the Buyer shall be entitled to return of the Deposit, as applicable, and neither party shall have any further obligation to or rights against the other except any rights or obligations of either party which are expressly stated to survive termination of this Agreement. If the damage is not material, or if Buyer does not so elect to terminate this Agreement due to any material damage, this transaction will close pursuant to the terms of this Agreement, provided that upon the Close of Escrow, Buyer shall receive a credit against the Purchase Price in the amount of any property insurance proceeds collected by Seller as a result of any such damage or destruction, plus the amount of any deductible under Seller's insurance with respect to damage or destruction, and provided further that Seller shall assign to Buyer all of Seller's rights to such proceeds which may not have been collected prior to the Close of Escrow. If this sale is not consummated for any reason, any insurance proceeds shall belong to Seller.

#### 10. DEFAULT.

##### 10.1 Buyer's Default.

(a) IF THE BUYER DEFAULTS IN THE PERFORMANCE OF ANY OF ITS MATERIAL OBLIGATIONS UNDER THIS AGREEMENT, THEN SELLER MAY IMMEDIATELY AND UNILATERALLY ELECT TO TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT THAT DO NOT EXPRESSLY SURVIVE CLOSING, AND TITLE COMPANY IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, TITLE COMPANY SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED THE SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT, AS APPLICABLE, IS NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTION 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, 1676 AND 1677 TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER, INCLUDING DAMAGES RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE MARKET, THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. BY THEIR SIGNATURES BELOW, SELLER AND BUYER

SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

(b) NOTHING CONTAINED IN THIS SECTION 10.1 SHALL SERVE TO WAIVE OR OTHERWISE LIMIT ANY OF THE FOLLOWING ("NON-LIQUIDATED OBLIGATIONS"): (i) SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES, AND (ii) BUYER'S RELEASE AND/OR INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT. THE LIQUIDATED DAMAGES SET FORTH ABOVE IN SECTION 10.1(a) AND THE NON-LIQUIDATED OBLIGATIONS CONTAINED IN THIS SECTION 10.1(b) SHALL CONSTITUTE SELLER'S SOLE REMEDIES.

(c) ADDITIONALLY, THE PARTIES AGREE THAT SELLER WOULD SUFFER MATERIAL INJURY OR DAMAGE NOT COMPENSABLE BY THE PAYMENT OF MONEY IF BUYER WERE TO BREACH OR VIOLATE ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING THE PROVISIONS OF SECTION 10.1(a) ABOVE, IN ADDITION TO REMEDIES THAT SELLER MAY HAVE UNDER SECTION 10.1(b), IN THE CASE OF MATERIAL BREACH OF BUYER'S CONFIDENTIALITY OBLIGATIONS IN THIS AGREEMENT, SELLER MAY BRING AN ACTION IN EQUITY OR OTHERWISE FOR SPECIFIC PERFORMANCE TO ENFORCE COMPLIANCE WITH SUCH SECTIONS, OR AN INJUNCTION TO ENJOIN THE CONTINUANCE OF ANY SUCH BREACH OR VIOLATION THEREOF. BUYER AGREES TO WAIVE ANY REQUIREMENT FOR A BOND IN CONNECTION WITH ANY SUCH INJUNCTIVE OR OTHER EQUITABLE RELIEF.

ACKNOWLEDGMENT AS TO ACCEPTANCE OF THE IMMEDIATELY PRECEDING LIQUIDATED DAMAGES PROVISION:

**Buyer:** Tekin & Associates, LLC

By: \_\_\_\_\_  
Mark Tekin, Manager

**Seller:** PACIFIC GAS AND ELECTRIC COMPANY

By: \_\_\_\_\_  
Andrew K. Williams, Vice President, Land and Environmental Management

10.2 Seller's Default. If the Close of Escrow does not occur by reason of material default by Seller, Buyer hereby agrees, as an election of remedies, that as its sole remedy Buyer shall be entitled to terminate this Agreement and entitled to (a) the return of the Deposit, and (b) recover from Seller reimbursement for all reasonable actual out of pocket costs incurred by Buyer with respect to all third party reports commissioned by Buyer with respect to the Real Property, including but not limited to any architectural, geotechnical, surveying, engineering and environmental examinations, and for all reasonable legal, accounting and other consultant or professional fees paid or payable by Buyer on account of this Agreement and up to a maximum aggregate amount of \$50,000. AS MATERIAL CONSIDERATION TO SELLER'S ENTERING INTO THIS AGREEMENT WITH BUYER, BUYER WAIVES ANY RIGHT: (A) TO PURSUE AN ACTION FOR THE SPECIFIC PERFORMANCE OF THIS AGREEMENT; (B) TO RECORD OR FILE A NOTICE OF LIS PENDENS OR NOTICE OF PENDENCY OF ACTION OR SIMILAR NOTICE AGAINST ANY PORTION OF THE REAL PROPERTY; AND (C) TO RECOVER ANY PUNITIVE, CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES OR MONETARY

COMPENSATION OTHER THAN THE AMOUNTS IDENTIFIED IN CLAUSES (a) AND (b) ABOVE.

10.3 Disclosure Defects. If, at any time prior to the Close of Escrow, Seller discloses to Buyer in writing that (a) Seller failed to make any material disclosures to Buyer regarding the Property that Seller is obligated to make to Buyer pursuant to the express terms of this Agreement or applicable laws, or (b) any representation or warranty of Seller contained in this Agreement is, or as of the Closing Date will be, untrue (collectively, "Disclosure Defects"), then Seller shall bear no liability for such Disclosure Defects, and Buyer shall, within ten (10) business days following Buyer's awareness of the existence of a Disclosure Defect, give Seller written notice of its objection thereto, which objection shall be in writing and shall specifically delineate the reasons therefor. If Buyer fails to furnish Seller with such an objection notice within said ten (10) business day period, Buyer shall be deemed to have irrevocably waived any right to object to the Disclosure Defect, and this Agreement shall continue in full force and effect. However, if Buyer furnishes Seller with such an objection notice within said ten (10) business day period, Seller may elect, in its sole discretion and by written notice to Buyer either (i) to attempt to cure or otherwise remedy Buyer's objection (in which event, Seller may postpone the Close of Escrow for up to thirty (30) days to effect said cure) or (ii) not to cure or otherwise remedy Buyer's objection to the Disclosure Defect. Buyer acknowledges and agrees that Seller shall have no obligation to cure any objection to any Disclosure Defect. If Seller is unable or unwilling to cure Buyer's objection to a Disclosure defect within thirty (30) days after the date of Buyer's written notice ("Seller's Cure Period"), then Buyer, as Buyer's sole remedy, shall elect to either (A) waive the Disclosure Defect and complete the purchase of the Property in accordance with the terms of this Agreement or (B) terminate this Agreement by giving written notice to Seller within thirty (30) days after Seller's Cure Period, and Buyer shall be entitled to return of the Deposit and this Agreement, the Escrow, and the rights and obligations of the parties hereunder shall terminate (excluding those rights and obligations that by their expressed terms survive such termination). If Buyer fails to give Seller written notice to terminate within thirty (30) days after Seller's Cure Period, then Buyer shall be deemed to have elected to waive such Disclosure Defect and Buyer's right to terminate this Agreement pursuant to this Section 10.3. Notwithstanding anything to the contrary in this Agreement, Buyer's consent to the Close of Escrow shall conclusively demonstrate Buyer's waiver of any Disclosure Defects known to Buyer prior to the Close of Escrow, and in such event Buyer shall not be entitled to make any claim or bring any action for damages against Seller arising out of any such Disclosure Defects.

## 11. BROKERS.

11.1 Seller. Seller hereby represents and warrants to Buyer that Seller has incurred no obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Seller shall indemnify, defend and hold Buyer harmless from and against any and all Claims with respect to any such additional finder, broker or salesperson. The representations, warranties and covenants of Seller contained in this Section 11.1 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

11.2 Buyer. Buyer hereby represents and warrants to Seller that Buyer has not incurred any obligation to any finder or real estate broker or salesperson with respect to this transaction other than to Retail West, Inc. ("Buyer's Broker"), and in the event that any contrary claim is made, Buyer shall indemnify, defend and hold Seller harmless from and against any and all Claims with respect to any such finder, broker or salesperson. Buyer shall be solely responsible for the payment of any commissions owed to Buyer's Broker pursuant to a separate agreement.

The representations, warranties and covenants of Buyer contained in this Section 11.2 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

## 12. MISCELLANEOUS.

12.1 Operation of the Property Prior to the Close of Escrow. During the period from the date of Seller's execution of this Agreement to the Close of Escrow, Seller shall maintain the Real Property in the condition in which it exists as of the Effective Date, normal wear and tear and casualty excepted. In addition, Seller agrees to (a) terminate any existing service contracts prior to Closing (other than those which relate to Seller's activities on the Real Property post-Closing pursuant to the Land Use Covenants), (b) not take any action or omit to take any action that could reasonably be expected to render inaccurate any representation or warranty of Seller contained in this Agreement (as if such representation or warranty was made on each date from the date of this Agreement to the Closing Date), and (c) not to lease, pledge, mortgage, encumber, transfer, license, or otherwise dispose of or agree to sell, lease, hypothecate, mortgage, encumber, transfer, license, or otherwise dispose of the Property, or enter into management agreement or maintenance or service contract (other than those which relate to Seller's activities on the Real Property post-Closing pursuant to the Land Use Covenants), or to alter or amend any of the material terms of any such existing agreements that will be binding on Buyer or the Real Property, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

12.2 Survival. The representations and warranties of Seller and Buyer contained in this Agreement shall only survive the Close of Escrow for a period of one (1) year thereafter (the "Survival Period"), and shall thereupon expire and be of no further force and effect. Any claim for breach of any such representations and warranties must be made in writing and any action commenced thereon within the Survival Period and in accordance with Section 12.18, or shall be deemed waived. The parties further agree that Buyer shall be entitled to recover its damages for breach of any of the representations and warranties under this Agreement only in an amount which shall not exceed \$100,000 in the aggregate. Buyer shall provide written notice to Seller of any breach of such representations and warranties and shall allow Seller twenty (20) days within which to cure such breach, or, if such breach cannot reasonably be cured within twenty (20) days, an additional reasonable time period, so long as such cure has been commenced within such 20-day period and diligently pursued. If Seller fails to cure such breach after receipt of actual written notice and within such cure period, Buyer's sole remedy shall be an action for actual damages as a consequence thereof (subject to the limitations of this Section 12.2), which must be commenced in accordance with Section 12.18, if at all, within the Survival Period. The Survival Period referred to herein shall apply to unknown breaches of such representations and warranties, and notwithstanding the foregoing, discovery by Buyer of any Disclosure Defects prior to the Close of Escrow shall be exclusively governed by Section 10.3 above. The Non-Liquidated Obligations of Buyer shall survive the expiration or earlier termination of this Agreement or the Close of Escrow for a period of one (1) year thereafter, and so shall all other obligations or agreements of Seller and Buyer which by their expressed terms survive. Without limiting any other limitations set forth above in this paragraph or elsewhere in this Agreement, and notwithstanding anything to the contrary set forth in this Agreement, under no circumstances shall Buyer or Seller be entitled to any consequential, incidental, indirect, punitive, or special damages of any kind, and waives all rights to any of the foregoing damages.

12.3 Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.

12.4 Submission of Agreement. Submission of this document for examination or signature by Buyer does not constitute an option or offer to sell the Property to Buyer. This document is not effective as a purchase and sale agreement or otherwise until executed and delivered by both Seller and Buyer.

12.5 Binding Effect; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and permitted assigns of the parties hereto. Notwithstanding the foregoing, Buyer may assign its interest in this Agreement only if (a) Buyer shall obtain the prior written consent of Seller to such assignment, which consent shall not be unreasonably withheld, (b) Buyer shall not then be in default of any of its obligations under this Agreement, (c) Seller shall have approved the form of assignment (which must be in writing), (d) the assignee shall have expressly assumed in writing all of the obligations of Buyer under this Agreement, (e) Buyer shall furnish Seller with evidence acceptable to Seller that the proposed assignee possesses the financial ability to perform Buyer's obligations contemplated by this Agreement, and (f) Buyer shall continue to be primarily liable under this Agreement. Notwithstanding the foregoing, Buyer may, with written notice to Seller given at least three (3) business days before the Closing Date and without Seller's prior consent, assign its interest in this Agreement to any affiliate of Buyer, or to any partnership or other entity to be formed by Buyer for the purpose of acquiring the Property, subject to subclauses (b), (d), and (f) above. Additionally, Buyer agrees to reimburse Seller, within thirty (30) days after written demand, for all costs and expenses (including attorneys' fees and costs) incurred by Seller in connection with any assignment of Buyer's interest in this Agreement in which Seller's consent to such assignment is required. Buyer acknowledges that fees attributable to the work of Seller's in-house attorneys are reimbursable under the preceding sentence, and that such fees shall be calculated as provided in this Section 12. Buyer acknowledges and agrees that Seller shall have the right to assign or otherwise convey its rights and/or obligations under this Agreement and/or with respect to the Property without the consent of Buyer, provided that Seller provides written notice of such assignment or conveyance, the assignee assumes the remaining obligations of Seller under this Agreement, and Seller remains primarily liable under this Agreement. Without limiting the foregoing, said assignee shall be substituted as Seller hereunder and shall be entitled to the benefit of and may enforce Buyer's covenants, representations and warranties hereunder as if such assignee were the original Seller hereunder.

12.6 Severability. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable; provided, however, if such unenforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material way, the realization of the intended benefit of its bargain, such party may terminate this Agreement by notice to the other party within thirty (30) days after the final determination. If such party so elects to terminate this Agreement, then Buyer shall be entitled to return of the Deposit and this Agreement, the Escrow, and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement.

12.7 Governing Laws. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.9 Notices. All notices or other communications required or permitted hereunder must be in writing, and must be personally delivered (including by means of professional messenger service), sent by overnight express courier, or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth below, or such other addresses that a party may designate from time to time with written notice to the other party. All notices sent by certified or registered mail will be deemed received upon receipt or first attempted delivery after mailing and all notices sent by other means permitted herein shall be deemed received on the date delivered. Notwithstanding the foregoing the Title Objection Notice and any other notice sent by a party under this Agreement may be sent via fax or e-mail to the other party so long as a copy thereof is sent to the other party on the same day via one of the other methods set forth above. Notices will be sent as follows to:

If to Seller:

If by registered or certified mail, return receipt requested:

Land Management Department  
Pacific Gas and Electric Company  
P.O. Box 770000, Mail Code N10A  
San Francisco, CA 94177  
Attn: Manager, Land Management

With a concurrent copy to:

Law Department  
Pacific Gas and Electric Company  
P.O. Box 7442  
San Francisco, CA 94120  
Attn: Managing Counsel, Environmental and Real Estate  
Group

And a concurrent copy to:

Sheppard Mullin Richter and Hampton LLP  
Four Embarcadero Center, 17<sup>th</sup> Floor  
San Francisco, CA 94111  
Attn: Alfred Fraijo Jr., Esq.

If by personal delivery or courier service:

Land Management Department  
Pacific Gas and Electric Company  
245 Market Street, Room 1017B  
San Francisco, CA 94105  
Attn: Manager, Land Asset Management

With a concurrent copy to:

Law Department  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B30A  
San Francisco, CA 94105  
Attn: Managing Counsel, Environmental and Real Estate  
Group

And a concurrent copy to:

Sheppard Mullin Richter and Hampton LLP  
Four Embarcadero Center, 17<sup>th</sup> Floor  
San Francisco, CA 94111  
Attn: Alfred Fraijo Jr., Esq.

If to Buyer:

Tekin & Associates, LLC  
2600 Dallas Parkway, Suite 370  
Frisco, TX 75035  
Att: Mark Tekin  
mark.tekin@tekindevelopment.com  
jcooley@tekindevelopment.com

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Any party may change the address for notice by giving notice to the other party in accordance with this Section.

12.10 Legal Fees. If either party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). Buyer and Seller shall also pay all attorneys' fees and costs the other party incurs in defending this Agreement or otherwise protecting such non-defaulting party's rights in any voluntary or involuntary bankruptcy case, assignment for the benefit of creditors, or other insolvency, liquidation or reorganization proceeding involving the other party, including all motions and proceedings related to relief from an automatic stay, use of cash collateral, claim objections, disclosure statements and plans of reorganization. The costs to which the prevailing party is entitled shall include all costs that are allowable under any applicable statute, including Code of Civil Procedure Sections 1032 and 1033.5, as well as reasonable non-statutory costs. The non-prevailing party shall also pay the attorneys' fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of both parties' in-house attorneys who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco. Any such fees and costs incurred prior to judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in

addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

12.11 Confidentiality; No Recorded Memorandum; No Publicity. Except to the extent required by law, and except to the extent requested by any governmental or quasi-governmental authority (including the CPUC and the Federal Energy Regulatory Commission) or required by court order, Buyer shall not disclose the terms of this Agreement to any third party without the prior written consent of Seller. It is understood that the confidentiality of the terms hereof is critical to preserve the financial integrity of the Property. Buyer shall not record this Agreement or any short form memorandum of this Agreement. The parties agree to coordinate all communication relating to this transaction. Notwithstanding the foregoing, Buyer shall be permitted to disclose the terms of this Agreement to its agents, employees, consultants, attorneys, and financing sources. Except to the extent required by law, and except to the extent requested by any governmental or quasi-governmental authority (including the CPUC and the Federal Energy Regulatory Commission) whose approval is required for the completion of the purchase transaction contemplated by this Agreement or required by court order, Seller and its agents, representatives, employees, partners, officers and directors shall not disclose Buyer's development plans for the Property, nor the subject matter or terms of the transaction contemplated by this Agreement to any person or party unless prior written consent to such disclosure is obtained from Buyer, which consent may be withheld in Buyer's sole discretion. Seller shall not issue any news releases, respond to any media inquiries, or otherwise make any statements, even in an "off the record" conversation, regarding this transaction. This prohibition includes making posts on internet and intranet site(s). All communication about this transaction, both verbal and in writing, must be approved in advance in writing by Buyer.

12.12 Limitation on Liability. Each party expressly agrees that the obligations and liabilities of each party under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives of the other party. Seller's liability, if any, arising in connection with this Agreement or the sale transaction contemplated hereunder shall be limited to the amount of Seller's interest in the Property, or to the sales proceeds from the Property subsequent to the Close of Escrow, for the recovery of any judgment against Seller, and Seller's liability shall not extend to any other property or assets of Seller. The limitations of liability contained in this Section shall apply equally and inure to the benefit of the parties' present and future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns.

12.13 Required Actions of Buyer and Seller. Buyer and Seller agree to take such reasonable actions, including acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Agreement or to close the purchase and sale of the Property as contemplated herein, except that, without limiting any limitations or exceptions set forth elsewhere in this Agreement, neither party shall be obligated to execute any such further instruments or agreements to the extent the same would materially increase such party's obligations or materially decrease such party's rights under this Agreement.

12.14 Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Agreement as Buyer, the liability of each such individual, corporation, partnership or other business association to perform Buyer's obligations hereunder shall be deemed to be joint and

several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Buyer shall be a partnership, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

12.15 Captions. Captions to the paragraphs and sections in this Agreement are included for convenience only and do not modify any of the terms of this Agreement.

12.16 Interpretation. This Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Unless the context clearly requires otherwise: (a) the plural and singular shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; (e) "include," "includes," and "including" are not intended to be restrictive, and lists following such words shall not be interpreted to be exhaustive or limited to items of the same type as those enumerated; and (f) "days" means calendar days, except if the last day for performance occurs on a Saturday, Sunday, or any legal holiday, then the next succeeding business day shall be the last day for performance.

12.17 Mandatory Negotiation and Mediation.

(a) Except as provided in this Section 12.17, Seller and Buyer agree to first negotiate and then mediate with respect to any claim or dispute arising out of or relating to this Agreement, before resorting to court action. Either party may initiate settlement negotiations by providing written notice to the other party, setting forth the subject of the claim or dispute. Buyer and Seller agree to cooperate in scheduling negotiations and to participate in the settlement negotiations in good faith. If Buyer and Seller fail to settle such claim or dispute within thirty (30) days after the date of mailing of the notice initiating settlement negotiations or within such additional time period as the parties may agree in writing, the parties agree to submit the matter to JAMS for mediation within thirty (30) days thereafter. Either party may commence nonbinding mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the claim or dispute and the relief requested (the "Mediation Notice"). Except as provided herein or by written agreement of the parties, the mediation shall be conducted in San Francisco pursuant to the JAMS rules for nonbinding mediation. The parties will cooperate in selecting a mediator from the JAMS panel of neutrals, and in scheduling the mediation proceedings. If the parties do not select a mediator within thirty (30) days after the Mediation Notice, the parties agree that either party may request that JAMS in San Francisco, California, facilitate the choice of mediator by applying the "strike and rank" process used for appointment of arbitrators in arbitration proceedings, or to appoint a mediator, if necessary, and both parties agree to the appointment of such mediator as so selected. The parties agree to participate in the mediation in good faith, and to share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their employees, agents, experts and attorneys, and by the mediator and any other JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, but evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If JAMS should no longer exist at the time the claim or dispute arises, the matter shall be submitted to its successor entity for nonbinding mediation, or if there is no such successor entity, to the American Arbitration Association or other similar organization mutually agreed upon

by the parties for nonbinding mediation, and except as provided herein or by mutual agreement of the parties, the nonbinding mediation rules of such successor or alternate organization shall apply. Except as may be expressly set forth in any written settlement agreement, should the matter be settled by negotiation or mediation prior to commencing court action, each party shall pay its own attorneys' fees and costs. Except as provided in Section 12.17(b), neither party may commence an action arising out of or relating to this Agreement until expiration of the negotiation period and completion of the initial mediation session in accordance with this Section. If either party commences an action with respect to a claim or dispute covered by this Section without first attempting to resolve the matter through negotiation and mediation, or refuses to negotiate or mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees and costs, even if such fees and costs would otherwise be available to that party in such action.

(b) Either party may seek equitable relief to preserve the status quo prior to participating in the negotiation and mediation proceedings required pursuant to Section 12.17(a). In addition, matters that are within the jurisdiction of probate, small claims, or bankruptcy court are excluded from mandatory negotiation and mediation hereunder. During any period of negotiation or mediation under this Section 12.17, the Survival Period shall toll for purposes of the time period within which a party is required to bring an action under Section 12.2.

(c) The provisions of this Section 12.17 may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all fees and costs, including reasonable attorneys' fees, to be paid by the party against which enforcement is ordered. The covenants of Seller and Buyer contained in this Section 12.17 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

12.18 Entire Agreement; Amendment. This Agreement and all exhibits attached hereto contain the entire understanding of the parties relating to the subject matter hereof and shall supersede any prior written or oral agreements or communications between the parties pertaining to such subject matter. Seller's or Buyer's obligations under this Agreement may not be altered or amended in any respect except by a writing executed by both Buyer and Seller. All exhibits referenced herein and attached hereto are incorporated by reference into this Agreement.

12.19 Drafting; Construction. This Agreement has been prepared by Seller and its professional advisors and reviewed by Buyer and its professional advisers. Seller and Buyer and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against either Buyer or Seller, and the principle of law set forth in California Civil Code §1654 (or its successor) that contracts are construed against the drafter shall not apply. The parties further agree that this Agreement will be construed to effectuate the normal and reasonable expectations of a sophisticated Seller and Buyer.

12.20 No Waiver. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date written below.

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By: \_\_\_\_\_

Andrew K. Williams

Its: Vice President, Land and Environmental Management

Date: \_\_\_\_\_

BUYER:

TEKIN & ASSOCIATES, LLC, a Texas limited liability  
company

By: \_\_\_\_\_

Mark Tekin

Its: Manager

Date: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situate in the City of Antioch, County of Contra Costa, State of California, described as follows:

The parcels of land described as follows:

A. The parcel of land conveyed by Standard Oil Company of California to Coast Counties Gas and Electric Company, predecessor in interest of Pacific Gas and Electric Company, dated March 4, 1949 and recorded in Book 1371 of Official Records at page 348, Contra Costa County Records, and therein described as follows:

"That portion of Section 27, Township 2 North, Range 1 East, M.D.B. & M., described as follows:

Beginning at a point on the Easterly boundary line of the Antioch & Somersville County Road distant Westerly along the Northerly boundary line of said Section 27, Township 2 North, Range 1 East, M.D.B. & M., 427.5 feet from the Northeast corner of said Section 27; thence Southwesterly along the Easterly boundary line of said County Road 62 feet to the true point of beginning; thence North 89°59' East 290.5 feet; thence South 0°01' East 304.3 feet; thence South 89°59' West 570 feet, more or less, to the Easterly boundary line of above mentioned County Road; thence North 42°30' East 413 feet, more or less, along the Easterly boundary line of said County Road to the true point of beginning, containing 3.0 acres, more or less; together with any interest of Grantor in the Southeasterly half of the Antioch & Somersville County Road abutting said parcel."

B. The parcel of land conveyed by Lawrence J. Dee and Helen E. Dee to Pacific Gas and Electric Company dated September 26, 1957 and recorded in Book 3064 of Official Records at page 170, Contra Costa County Records, and therein described as follows:

"That portion of Section 27, T. 2 N., R. 1 E., M. D. B. & M., described as follows:

Commencing at the point of intersection of the easterly line of the Antioch and Somersville County Road, 60 feet wide, with the northerly line of said Section, which point is described in that certain deed from Standard Oil Company of California to Coast Counties Gas and Electric Company dated March 4, 1949, recorded in Book 1371, page 348, Official Records of said County as being distant westerly 427.5 feet along said northerly line from the northeast corner of said Section; thence southwesterly along the easterly line of said County Road, and along the westerly line of the land described in said deed dated March 4, 1949, 475.00 feet to the southwest corner thereof and the TRUE POINT OF BEGINNING; thence N. 89° 59' E., 570.0 feet along the south line of the land described in said deed to the southeast corner thereof; thence S. 0° 01' E., 197.8 feet along the southerly prolongation of the east line of last said land; thence S. 89° 59' W., 751.4 feet to the easterly line of said County Road; thence, along the

easterly line of said County Road, N. 42° 30' E. 268.4 feet to the TRUE POINT OF BEGINNING. This parcel contains 3.00 acres, more or less."

C. The parcel of land conveyed by the City of Antioch to Pacific Gas and Electric Company dated February 13, 1980 and recorded in Book 9735 of Official Records at page 696, Contra Costa County Records, and therein described as follows:

"The parcel of land described and designated PARCEL 1 in the Resolution Vacating and Abandoning Real Property by the City Council of the City of Antioch dated February 10, 1976 and recorded in Book 7763 of Official Records at page 579, Contra Costa County Records, and therein described as follows:

'A portion of the Northeast 1/4 of Section 27, Township 2 North, Range 1 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the northeast corner of that parcel of land described in the Indenture between Standard Oil Company of California, a Corporation, Grantor, and Coast Counties Gas and Electric Company, a Corporation, Grantee, recorded April 7, 1949 in Book 1371, Page 348 of Official Records of Contra Costa County; thence from said point of beginning along the northerly extension of the East line of said Coast Counties Gas and Electric Company parcel north 00° 48' 36" east (basis of bearings is the eastern right of way of Somersville Road as shown on Parcel Map M.S. 2-72 filed in Book 23, Page 13 of Maps on July 21, 1972 and is taken as north 43° 16' 45" east with all bearings herein related) 29.10 feet; thence south 85° 24' 53" west 261.54 feet to a point of tangency; thence along a tangent curve to the left, with a radius of 20.00 feet through a central angle of 34° 13' 47" an arc length of 11.95 feet to a point on the north line of said Coast Counties Gas and Electric Company parcel; thence along said north line south 89° 11' 24" east 271.25 feet to the point of beginning. Containing an area of 0.101 acres more or less.' "

## EXHIBIT B

### ASSIGNMENT OF INTANGIBLE PROPERTY

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT (this "Agreement"), dated for reference purposes only as of \_\_\_\_\_, 2018, is made by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Assignor"), and TEKIN & ASSOCIATES, LLC, a Texas limited liability company ("Assignee").

### RECITALS

A. This Agreement is delivered pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions (the "Purchase Agreement") dated as of September \_\_, 2018, by and between Assignor, as Seller, and Assignee, as Buyer, relating to those certain parcels of unimproved and vacant real property located at the southeast corner of Somersville Road and Buchanan Road in the City of Antioch ("City"), Contra Costa County ("County") and State of California, as more particularly described in Attachment 1 attached hereto and made a part hereof (the "Real Property"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

B. Unless otherwise specifically provided herein, all provisions of this Agreement shall be effective as of the date (the "Effective Date") that the Grant Deed conveying title to the Real Property to Assignee pursuant to the Purchase Agreement is recorded in the Official Records of Contra Costa County.

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

### AGREEMENT

1. Assignment. Assignor hereby sells, transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in and to the personal property and the Intangible Property (including any contracts, permits, licenses, and warranties made in connection with the same and the right to sue on any claim for relief under such warranties), to the extent assignable (the "Assigned Property").

2. Intentionally Deleted.

3. No Representation or Warranty; Waiver and Release. Other than the representations and warranties set forth in the Purchase Agreement, this assignment is made without any covenant, representation or warranty by, or recourse against, Assignor of any kind whatsoever, and is further made subject to all of the releases and waivers contained in the Purchase Agreement and made by Assignee for the benefit of Assignor.

4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures appear on following page]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement as of the date first written above.

ASSIGNOR:

ASSIGNEE:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

TEKIN & ASSOCIATES, LLC,  
a Texas limited liability company,

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTACHMENT 1 to Bill of Sale

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situate in the City of Antioch, County of Contra Costa, State of California, described as follows:

The parcels of land described as follows:

A. The parcel of land conveyed by Standard Oil Company of California to Coast Counties Gas and Electric Company, predecessor in interest of Pacific Gas and Electric Company, dated March 4, 1949 and recorded in Book 1371 of Official Records at page 348, Contra Costa County Records, and therein described as follows:

"That portion of Section 27, Township 2 North, Range 1 East, M.D.B.& M., described as follows:

Beginning at a point on the Easterly boundary line of the Antioch & Somersville County Road distant Westerly along the Northerly boundary line of said Section 27, Township 2 North, Range 1 East, M.D.B.& M., 427.5 feet from the Northeast corner of said Section 27; thence Southwesterly along the Easterly boundary line of said County Road 62 feet to the true point of beginning; thence North 89°59' East 290.5 feet; thence South 0°01' East 304.3 feet; thence South 89°59' West 570 feet, more or less, to the Easterly boundary line of above mentioned County Road; thence North 42°30' East 413 feet, more or less, along the Easterly boundary line of said County Road to the true point of beginning, containing 3.0 acres, more or less; together with any interest of Grantor in the Southeasterly half of the Antioch & Somersville County Road abutting said parcel."

B. The parcel of land conveyed by Lawrence J. Dee and Helen E. Dee to Pacific Gas and Electric Company dated September 26, 1957 and recorded in Book 3064 of Official Records at page 170, Contra Costa County Records, and therein described as follows:

"That portion of Section 27, T. 2 N., R. 1 E., M. D. B. & M., described as follows:

Commencing at the point of intersection of the easterly line of the Antioch and Somersville County Road, 60 feet wide, with the northerly line of said Section, which point is described in that certain deed from Standard Oil Company of California to Coast Counties Gas and Electric Company dated March 4, 1949, recorded in Book 1371, page 348, Official Records of said County as being distant westerly 427.5 feet along said northerly line from the northeast corner of said Section; thence southwesterly along the easterly line of said County Road, and along the westerly line of the land described in said deed dated March 4, 1949, 475.00 feet to the southwest corner thereof and the TRUE POINT OF BEGINNING; thence N. 89° 59' E., 570.0 feet along the south line of the land described in said deed to the southeast corner thereof; thence S. 0° 01' E., 197.8 feet along the southerly prolongation of the east line of last said land; thence S.

89° 59' W., 751.4 feet to the easterly line of said County Road; thence, along the easterly line of said County Road, N. 42° 30' E. 268.4 feet to the TRUE POINT OF BEGINNING. This parcel contains 3.00 acres, more or less."

C. The parcel of land conveyed by the City of Antioch to Pacific Gas and Electric Company dated February 13, 1980 and recorded in Book 9735 of Official Records at page 696, Contra Costa County Records, and therein described as follows:

"The parcel of land described and designated PARCEL 1 in the Resolution Vacating and Abandoning Real Property by the City Council of the City of Antioch dated February 10, 1976 and recorded in Book 7763 of Official Records at page 579, Contra Costa County Records, and therein described as follows:

'A portion of the Northeast 1/4 of Section 27, Township 2 North, Range 1 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the northeast corner of that parcel of land described in the Indenture between Standard Oil Company of California, a Corporation, Grantor, and Coast Counties Gas and Electric Company, a Corporation, Grantee, recorded April 7, 1949 in Book 1371, Page 348 of Official Records of Contra Costa County; thence from said point of beginning along the northerly extension of the East line of said Coast Counties Gas and Electric Company parcel north 00° 48' 36" east (basis of bearings is the eastern right of way of Somersville Road as shown on Parcel Map M.S. 2-72 filed in Book 23, Page 13 of Maps on July 21, 1972 and is taken as north 43° 16' 45" east with all bearings herein related) 29.10 feet; thence south 85° 24' 53" west 261.54 feet to a point of tangency; thence along a tangent curve to the left, with a radius of 20.00 feet through a central angle of 34° 13' 47" an arc length of 11.95 feet to a point on the north line of said Coast Counties Gas and Electric Company parcel; thence along said north line south 89° 11' 24" east 271.25 feet to the point of beginning. Containing an area of 0.101 acres more or less.' "

EXHIBIT C

FORM GRANT DEED

*(See following 9 pages)*

RECORDING REQUESTED BY AND RETURN TO:

**TEKIN & ASSOCIATES, LLC**  
2600 Dallas Parkway, Suite 370  
Frisco, TX 75035  
Att: Mark Tekin

Location: City/Uninc \_\_\_\_\_  
Recording Fee \$ \_\_\_\_\_  
Document Transfer Tax \$ \_\_\_\_\_  
 This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).  
 Computed on Full Value of Property Conveyed, or  
 Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2102-01-1699

DEED

2016316 (01-11-004) 10 16 2  
Former Antioch Service Center

**GRANT DEED**

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "Grantor", hereby grants, to TEKIN & ASSOCIATES, a Texas limited liability company, hereinafter called "Grantee", as of \_\_\_\_\_, 20\_\_\_\_, (the "Effective Date") the real property, situate in the City of Antioch, County of Contra Costa, State of California, described as follows (the "Property"):

(APN 076-010-038-8 & 076-010-039-6)

The parcels of land described in EXHIBIT "A" attached hereto and made a part hereof; EXCEPTING THEREFROM the following: (i) all oil, gas, asphaltum and other hydrocarbons and other minerals, and drilling rights as reserved in deed from Standard Oil Company of California to Coast Counties Gas and Electric Company, predecessor in interest of Grantor, dated March 4, 1949 and recorded in Book 1371 of Official Records at page 348, Contra Costa County Records; (ii) all oil, gas, asphaltum and other hydrocarbons and other minerals, and the easement and reservations as reserved in the deed from Standard Oil Company of California to Lawrence J. Dee and Helen E. Dee dated August 26, 1957 and recorded in Book 3046 of Official Records at page 526, Contra Costa County Records; (iii) all oil, gas, asphaltum, and other hydrocarbons and other minerals as reserved in the deed from Standard Oil Company of California to Tom Gentry dated January 25, 1966 and recorded in Book 5116 of Official Records at page 752, Contra Costa Records; (iv) all interests in the subsurface below a depth of 500 feet measured vertically below the surface as excepted in said deed dated January 25, 1966; and (v) an easement for public utility and pedestrian facilities over the parcel of land

MAIL TAX STATEMENTS TO:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Zip

described in the deed from the City of Antioch to Grantor dated February 13, 1980 and recorded in 9735 of Official Records at page 696.

Reserving to Grantor:

(a) Underground nonexclusive easements for its existing underground pipe line and appurtenant facilities for conveying gas together with the right to replace (of the same size), repair, reconstruct, remove, maintain, and use the same as Grantor, at Grantor's sole expense, shall at any time and from time to time deem reasonably necessary; together with easements to excavate for, install, replace (of the same size), repair, reconstruct, remove, maintain, and use such additional pipe lines as Grantor, at Grantor's sole expense, shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe line, and such underground wires, cables, conduits, appliances, fixtures, and appurtenances, as Grantor shall from time to time reasonably elect for communication purposes (hereinafter referred to collectively as the "Gas Line Facilities"), together with adequate protection therefor, and also rights of ingress and egress to such Gas Line Facilities, all within the easement area described in EXHIBIT "B" and shown on EXHIBIT "C", both of which are attached hereto and made a part hereof (the "Easement Area"); and

(b) Nonexclusive easements for its existing facilities for the transmission and distribution of electric energy and for communication purposes and necessary easements to reconstruct, replace, remove, maintain, and use the same as Grantor, at Grantor's sole expense, shall at any time and from time to time deem reasonably necessary; together with easements to excavate for, construct, install, repair, reconstruct, replace, remove, maintain, and use, at Grantor's sole expense, and at any time and from time to time, additional facilities for the transmission and distribution of electric energy and for communication purposes, consisting of one or more lines of underground wires and cables (enclosed at Grantor's option within conduits), and one or more lines of poles, and/or other structures, wires, and cables, including both underground and overhead ground wires, and all necessary and proper foundations, footings, crossarms, other appliances, and fixtures for use in connection with said towers, poles and/or other structures, underground wires, and cables (hereinafter referred to collectively as "the Electric Facilities"), and also rights of ingress and egress to such Electric Facilities, all within the Easement Area.

Collectively, the Gas Line Facilities and the Electric Facilities used together are hereinafter referred to as the "Facilities".

Further reserving to Grantor the nonexclusive right:

(a) of ingress to and egress from the Easement Area over and across the Property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantee; provided that such right of ingress, egress and access shall not extend to any portion of the Property that is isolated from the Easement Area by any public road or highway now crossing or hereafter crossing the Property;

(b) to use temporarily such portion of the Property contiguous to the Easement Area as may be reasonably necessary in connection with the construction, reconstruction, installation, inspection, maintenance, repair, replacement, and removal of the Facilities;

(c) from time to time, to trim or to cut down any and all trees and brush now or hereafter within the Easement Area, and the further right, from time to time, to trim and cut down trees and brush on the Property along each side of the Easement Area that now or hereafter in the reasonable opinion of Grantor may interfere with or be a hazard to any of the Facilities, or as Grantor deems necessary to comply with applicable state or federal regulations;

(d) from time to time to enlarge, improve, reconstruct, relocate, and replace said poles and/or other structures with any other number or type of poles and/or other structures either in the original location or at any alternate location or locations within the Easement Area; and

(e) to use gates in all fences that now cross or shall hereafter cross the Easement Area; and

(f) to mark the location of the Easement Area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations that will not interfere with any reasonable use Grantee shall make of the Easement Area or the Property.

Grantee shall have the right to use the Easement Area for purposes that will not interfere with Grantor's full enjoyment of the rights hereby reserved;

(a) Grantee shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within the Easement Area, or plant any trees or vines, or construct associated supporting structures, within the Easement Area, or diminish or substantially add to the ground cover over the Facilities, or construct any fences that will interfere with the maintenance and operation of the Facilities; provided that Grantor's use of the Easement Area shall not require alteration of any structures or other improvements constructed on the Property outside of the Easement Area.

The conveyance by Grantor to Grantee pursuant to this Grant Deed (this "Deed") is subject to:

(a) that certain "Covenant and Agreement to Restrict Use of Property Environmental Restriction" recorded March 6, 2017 as Document Number 2017-0039192-00 in the Official Records of Contra Costa County;

(b) that certain "Covenant to Restrict Use of Property Environmental Restriction" recorded May 7, 2018 as Document Number 2018-0070947-00 in the Official Records of Contra Costa County;

(c) that certain "Amended PG&E Covenant to Restrict Use of Property Environmental Restriction" dated August 6, 2018 and recorded as Document Number 2018-0130766-00 in the Official Records of Contra Costa County;

(d) a lien securing payment of non-delinquent real estate taxes and assessments that are not due and payable as of the Effective Date; and

(e) any exceptions to title disclosed by public records.

Grantor shall promptly repair any damage to the Property and/or the Easement Area arising from or connected with Grantor's use of the Easement Area and/or Grantor's rights or obligations set forth herein. Grantor shall indemnify, defend, and hold Grantee and Grantee's members, officers, employees, and agents harmless from any claims, demands, or damages by or to third parties arising from or connected with Grantor's use of the Easement Area and/or Grantor's rights or obligations set forth herein.

The Property hereby conveyed is no longer necessary or useful to Grantor in the performance by it of its duties to the public.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property.

Dated \_\_\_\_\_, 20\_\_\_\_.

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By \_\_\_\_\_  
Andrew K. Williams  
Vice President  
Land & Environmental Management

Attach to LD 2102-01-1699

Area 2 North Coast

Land Service Office: San Francisco

Line of Business: 42, 43, 52

MTRSQ: 21.02.01.27.11

FERC License Number(s): N/A

PG&E Drawing Number(s): N/A

PLAT NO.: Elec.: B1520; Gas: 53A12, 53A13

LD of any affected documents: 2102-01-0227, 2102-01-0265, 2102-01-0790

LD of any Cross-referenced documents: 2102-01-1717, 2102-01-10104, 2102-01-10111

LD of any reference documents: 2102-01-1703 (Grant Deed), 2102-01-1704 (LLA),  
2102-01-0812, 2102-01-1517, 2102-01-1705

TYPE OF INTEREST: 3, 4, 5, 6, 11F

SBE Parcel Number: 135-07-145-1

(For Quitclaims, % being quitclaimed): N/A

Order # or PM #: 70036820-0020

JCN: 01-11-004

County: Contra Costa

Utility Notice Numbers: N/A

851 Approval Application No.: N/A

Prepared By: DQT1

Checked By: ERSe

Approved By: ERSe & GxGw (4/4/17)

Revised By: DQT1 (9/6/18)

## EXHIBIT "A"

All that certain real property situate in the City of Antioch, County of Contra Costa, State of California, described as follows:

The parcels of land described as follows:

A. The parcel of land conveyed by Standard Oil Company of California to Coast Counties Gas and Electric Company, predecessor in interest of Pacific Gas and Electric Company, dated March 4, 1949 and recorded in Book 1371 of Official Records at page 348, Contra Costa County Records, and therein described as follows:

“That portion of Section 27, Township 2 North, Range 1 East, M.D.B.& M., described as follows:

Beginning at a point on the Easterly boundary line of the Antioch & Somersville County Road distant Westerly along the Northerly boundary line of said Section 27, Township 2 North, Range 1 East, M.D.B.& M., 427.5 feet from the Northeast corner of said Section 27; thence Southwesterly along the Easterly boundary line of said County Road 62 feet to the true point of beginning; thence North 89°59' East 290.5 feet; thence South 0°01' East 304.3 feet; thence South 89°59' West 570 feet, more or less, to the Easterly boundary line of above mentioned County Road; thence North 42°30' East 413 feet, more or less, along the Easterly boundary line of said County Road to the true point of beginning, containing 3.0 acres, more or less; together with any interest of Grantor in the Southeasterly half of the Antioch & Somersville County Road abutting said parcel.”

B. The parcel of land conveyed by Lawrence J. Dee and Helen E. Dee to Pacific Gas and Electric Company dated September 26, 1957 and recorded in Book 3064 of Official Records at page 170, Contra Costa County Records, and therein described as follows:

“That portion of Section 27, T. 2 N., R. 1 E., M. D. B. & M., described as follows:

Commencing at the point of intersection of the easterly line of the Antioch and Somersville County Road, 60 feet wide, with the northerly line of said Section, which point is described in that certain deed from Standard Oil Company of California to Coast Counties Gas and Electric Company dated March 4, 1949, recorded in Book 1371, page 348, Official Records of said County as being distant westerly 427.5 feet along said northerly line from the northeast corner of

said Section; thence southwesterly along the easterly line of said County Road, and along the westerly line of the land described in said deed dated March 4, 1949, 475.00 feet to the southwest corner thereof and the TRUE POINT OF BEGINNING; thence N. 89° 59' E., 570.0 feet along the south line of the land described in said deed to the southeast corner thereof; thence S. 0° 01' E., 197.8 feet along the southerly prolongation of the east line of last said land; thence S. 89° 59' W., 751.4 feet to the easterly line of said County Road; thence, along the easterly line of said County Road, N. 42° 30' E. 268.4 feet to the TRUE POINT OF BEGINNING. This parcel contains 3.00 acres, more or less.”

C. The parcel of land conveyed by the City of Antioch to Pacific Gas and Electric Company dated February 13, 1980 and recorded in Book 9735 of Official Records at page 696, Contra Costa County Records, and therein described as follows:

“The parcel of land described and designated PARCEL 1 in the Resolution Vacating and Abandoning Real Property by the City Council of the City of Antioch dated February 10, 1976 and recorded in Book 7763 of Official Records at page 579, Contra Costa County Records, and therein described as follows:

‘A portion of the Northeast 1/4 of Section 27, Township 2 North, Range 1 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the northeast corner of that parcel of land described in the Indenture between Standard Oil Company of California, a Corporation, Grantor, and Coast Counties Gas and Electric Company, a Corporation, Grantee, recorded April 7, 1949 in Book 1371, Page 348 of Official Records of Contra Costa County; thence from said point of beginning along the northerly extension of the East line of said Coast Counties Gas and Electric Company parcel north 00° 48' 36" east (basis of bearings is the eastern right of way of Somersville Road as shown on Parcel Map M.S. 2-72 filed in Book 23, Page 13 of Maps on July 21, 1972 and is taken as north 43° 16' 45" east with all bearings herein related) 29.10 feet; thence south 85° 24' 53" west 261.54 feet to a point of tangency; thence along a tangent curve to the left, with a radius of 20.00 feet through a central angle of 34° 13' 47" an arc length of 11.95 feet to a point on the north line of said Coast Counties Gas and Electric Company parcel; thence along said north line south 89° 11' 24" east 271.25 feet to the point of beginning. Containing an area of 0.101 acres more or less.’ ”

**LD 2102-01-1700**

2016316 (01-11-004) 10 16 1  
Former Antioch Service Center

**EXHIBIT "B"**

Real property situate in the northeast quarter of Section 27, Township 2 North, Range 1 East, Mount Diablo Base and Meridian, in the City of Antioch, County of Contra Costa, State of California, described as follows:

All that portion of the following two parcels of land, the first described in the deed from the City of Antioch to Pacific Gas and Electric Company dated February 13, 1980 and recorded in Book 9735 of Official Records at page 696, Contra Costa County Records, and the second described in the deed from Standard Oil Company of California to Coast Counties Gas and Electric Company, predecessor in interest of Pacific Gas and Electric Company, dated March 4, 1949 and recorded in Liber 1371 of Official Records at page 348, Contra Costa County Records, lying northerly of the following described line:

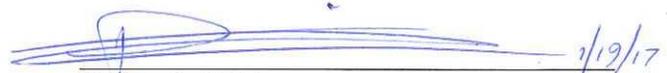
Beginning at the southeast corner of said first described parcel of land and running westerly along the southerly boundary line of said first described parcel of land

- (1) north 89° 11' 24" west 95.41 feet; thence leaving said southerly boundary line
- (2) south 85° 24' 53" west 195.12 feet to a point in the westerly boundary line of said second described parcel of land.

Containing an area of 6,034.97 square feet.

As shown on upon EXHIBIT "C" attached hereto and made a part hereof.

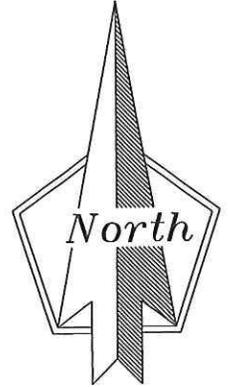


  
Parker J. Geisinger  
LS No. 9098

T 2 N, R 1 E, SEC. 27, NE 1/4, M.D.B.&M.

LINE TABLE

L1 N 89°11'24" W 95.41'  
L2 S 85°24'53" W 195.12'



AREA BEING DESCRIBED

AREA = 6,034.97 SQ. FT.

PACIFIC GAS & ELECTRIC COMPANY  
9735 O.R. 696, C.C.C.R.  
LD 2102-01-0790

*BUCHANAN RD.*

*SOMERSVILLE RD.*

L2

L1

P.O.B.

**FORMER ANTIOCH SERVICE CENTER  
PACIFIC GAS & ELECTRIC COMPANY  
1371 O.R. 348, C.C.C.R.  
APN 076-010-035-4  
LD 2102-01-0227  
SBE 135-07-145-1**

LEGEND

-  - AREA BEING DESCRIBED
-  - PARCEL LINE
- P.O.B. - POINT OF BEGINNING
- C.C.C.R. - CONTRA COSTA COUNTY RECORDS



AUTHORIZATION	8042531
BY	J. RUDNICK
DR	P. GEISINGER
CH	R. SULLIVAN
O.K.	P. GEISINGER
DATE	10/6/2016

EXHIBIT "C"

**FORMER ANTIOCH SERVICE CENTER  
EASEMENT RESERVATION**

PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco California



JCN	01-11-004
AREA	NORTH COAST
COUNTY	CONTRA COSTA
SCALE	1" = 60'
SHEET NO.	1 OF 1
DRAWING NUMBER	L-9944
CHANGE	1

EXHIBIT D

CERTIFICATE REGARDING FOREIGN INVESTMENT  
IN REAL PROPERTY TAX ACT

Section 1445 of the Internal Revenue Code provides that a transferee (purchaser) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (purchaser) that withholding of tax is not required upon the disposition of a U.S. real property interest by Pacific Gas and Electric Company, a California Corporation ("Transferor") Transferor hereby certifies:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

2. Transferor's Federal Employer Identification Number is: 94-0742640

3. Transferor's office address is:

Pacific Gas and Electric Company  
P.O. Box 770000, Mail Code N10A  
San Francisco, California 94177

4. The address or description of the property which is the subject matter of the disposition is described in Exhibit A attached hereto.

5. Transferor is not a disregarded entity as defined in Section 1.445-2(b)(2)(iii).

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Transferor declares that it has examined this certification and to the best of its knowledge and belief, it is true, correct and complete, and further declares that the individual executing this certification on behalf of Transferor has full authority to do so.

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A to FIRPTA

All that certain real property situate in the City of Antioch, County of Contra Costa, State of California, described as follows:

The parcels of land described as follows:

A. The parcel of land conveyed by Standard Oil Company of California to Coast Counties Gas and Electric Company, predecessor in interest of Pacific Gas and Electric Company, dated March 4, 1949 and recorded in Book 1371 of Official Records at page 348, Contra Costa County Records, and therein described as follows:

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Beginning at a point on the Easterly boundary line of the Antioch & Somersville County Road distant Westerly along the Northerly boundary line of said Section 27, Township 2 North, Range 1 East, M.D.B.& M., 427.5 feet from the Northeast corner of said Section 27; thence Southwesterly along the Easterly boundary line of said County Road 62 feet to the true point of beginning; thence North 89°59' East 290.5 feet; thence South 0°01' East 304.3 feet; thence South 89°59' West 570 feet, more or less, to the Easterly boundary line of above mentioned County Road; thence North 42°30' East 413 feet, more or less, along the Easterly boundary line of said County Road to the true point of beginning, containing 3.0 acres, more or less; together with any interest of Grantor in the Southeasterly half of the Antioch & Somersville County Road abutting said parcel."

B. The parcel of land conveyed by Lawrence J. Dee and Helen E. Dee to Pacific Gas and Electric Company dated September 26, 1957 and recorded in Book 3064 of Official Records at page 170, Contra Costa County Records, and therein described as follows:

"That portion of Section 27, T. 2 N., R. 1 E., M. D. B. & M., described as follows:

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easterly line of said County Road, N. 42° 30' E. 268.4 feet to the TRUE POINT OF BEGINNING. This parcel contains 3.00 acres, more or less."

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## EXHIBIT E

### SELLER'S AFFIDAVIT

In connection with a proposed sale by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Seller") to TEKIN & ASSOCIATES, LLC, a Texas limited liability company ("Buyer"), of those certain parcels of unimproved and vacant real property located at the southeast corner of Somersville Road and Buchanan Road in the City of Antioch, Contra Costa County ("County") in the State of California (the "Land"), described in that certain Preliminary Title Report dated [\_\_\_\_\_, 2018] (the "Report") issued by Chicago Title Insurance Company ("Title Company") under its [Order No. \_\_\_\_\_], the Title Company has been requested to issue a policy of title insurance (the "Policy") to Buyer. In furtherance thereof, the undersigned, first being duly sworn, deposes and says:

1. That it is the owner of the Land and any improvements located thereon, including any buildings or other similar structures, which are all herein collectively referred to as the "Property".
2. That, to Seller's Actual Knowledge (defined below), there is no one in possession of the Property, whether under a lease or otherwise, other than the Seller, except as described on Exhibit 1. As to those items set forth on Exhibit 1, if any, there are no options to purchase or rights of first refusal contained in the respective leases and/or agreements other than as specifically indicated on Exhibit 1.
3. That there have been no repairs, work of improvements, or materials furnished to the Property within the past ninety (90) days, except as described on Exhibit 2.
4. That there are no unpaid bills for labor or material because of any improvements or repairs made to the Property, for homeowners association dues, or for taxes or assessments, except as described on the Report or as may arise due to the items described on Exhibit 2.
5. That, to Seller's Actual Knowledge, it has not received any notice of a supplemental tax bill for the Property which is unpaid except as may be described on the Report.
6. That, to the best of Seller's Actual Knowledge, it has not received written notice that the Seller or Property is in violation of any of the covenants, conditions or restrictions listed on the Report.
7. That this Affidavit is given for the purpose of inducing the Title Company to issue the Policy which may provide coverage as to the items mentioned above, and that the statements made herein are true and correct to the actual current knowledge of the signatory below. Seller further acknowledges that it has read the foregoing and fully understands the legal aspects of any misrepresentation and/or untrue statements made herein and agrees to indemnify and hold harmless the Title Company against liability occasioned by reason of the Title Company's reliance upon the statements made herein. As used herein, the term "Seller's Actual Knowledge" means the actual knowledge of, or receipt of written notice by, Darin Polesley and Ben Le Page, as of the date set forth below, following commercially reasonable investigation and inquiry of the relevant files and/or records in such individual's actual possession or control.

Date: \_\_\_\_\_, 2018

Seller:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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 \_\_\_\_\_

Exhibit 1 to Seller's Affidavit

Parties in Possession

*None.*

Exhibit 2 to Seller's Affidavit

Recent and Ongoing Construction/Work

*List of material repairs and other material work performed in the past ninety (90) days, if any.*

- *To be inserted prior to Closing*

EXHIBIT F

ENVIRONMENTAL REPORTS

	<b>PG&amp;E Box Ref.</b>	<b>Box</b>	<b>Date</b>	<b>Author</b>	<b>Title</b>	<b>Binding</b>
1	A119	1	12/0/1985	Pacific Scene	REPORT: Site Mitigation Plan PG&E/JWP Site	Book
4	n/a	1	7/0/1986	American Environmental Mgmt Corp	REPORT: Addendum No. 1 Site Mitigation Plan PG&E/JWP Site Antioch, CA	Folder
6	A119	1	11/14/1986	Robert Doss, PG&E to Kenneth Landau, CRWQCB	Correspondence, including Report: Submittal of proposed work plan; 1986 Work Plan	
7	A118	4	11/14/1986	Robert Doss, PG&E to Kenneth Landau, CRWQCB; Groundwater Technology	Various correspondence regarding, and including, Work Plan: Discussion of attached proposed Work Plan for additional site characterization; Work Plan prepared by Groundwater Technology.	Clip
9	A119	1	3/0/1987	Groundwater Technology	REPORT: Additional Subsurface Investigation and Assessment	Rubberband

11	A120	1	05/0/1987	Enviornmental Laboratories	REPORT: G T Environmental Laboratory Western Region Assurance Program, 2nd edition	Book
14	A119	1	12/0/1987	Groundwater Technology	REPORT: Additional Subsurface Investigation and Assessment	Book
16	n/a	1	1/15/1988	Robert Karfiol, PG&E to Victor Carniglia, Antioch Dept of Development Services	Correspondence: Update and description of remedial investigation into the site	Folder 2
17	A119	1	3/1/1990	Dames & Moore	REPORT: Revised Proposal Addendum Feasibility Study and Remedial Action Plan, Buchanan and Somersville Road Site Antioch, CA	Book
18	A120	1	4/18/1990	Dames & Moore	REPORT: Feasibility Study (FS)/Remedial Action Plan (RAP) Work Plan, Buchanan and Somersville Road Site Antioch, CA for PG&E	Book
19	A122	1	4/18/1990	Dames & Moore	REPORT w/Marginalia: Feasibility Study (FS)/Remedial Action Plan (RAP) Work Plan, Buchanan and Somersville Road Site Antioch, CA for PG&E	Book
20	A122	1	12/0/1990	Global Geochemistry Corporation	REPORT: Characterization of Hydrocarbons in Soil and Ground Water Samples Collected from	Book

					Three Different Monitoring Wells	
21	A120	1	2/8/1991	Dames & Moore	REPORT: Technical Memorandum and Results of 1st Quarterly Sampling (Draft), Buchanan and Somersville Road Site Antioch, CA	Book
22	A120	1	4/12/1991	Dames & Moore	REPORT: Additional Remedial Investigation Tasks and Results of November 1990 Sampling, Buchanan and Somersville Road Site Antioch, CA	Book
24	A119	1	4/27/1994	Dames & Moore	REPORT: Quarterly Sampling Report First Quarter 1994, Buchanan and Somersville Road Site Antioch, CA for PG&E	Book
26	A117	4	8/1/1994	Dames & Moore	REPORT: Quarterly Sampling Report Second Quarter 1994, Buchanan and Somersville Roads Site Antioch, CA for PG&E	Book
27	A122	1	1992	CA RWQCB To Susan Sanders, PG&E	Correspondence: Notification of applicability of general NPDES permit	paperclip
28	A117	4	10/21/1994	Dames & Moore	REPORT: Quarterly Sampling Report Third Quarter 1994, Buchanan and Somersville Roads Site Antioch, CA for PG&E	Book
30	A117	4	1/30/1995	Dames & Moore	REPORT: Annual Groundwater Monitoring Report 1994,	Rubberband

						Somersville and Buchanan Roads Site, Antioch, CA for PG&E	
31	A566	2	2/15/1995	Dames Moore; Susan Sanders, PG&E	& TO	Technical Memorandum Interim Remedial Measure (IRM) Pilot Study Somersville and Buchanan Roads Site	
32	A117	4	3/29/1995	Dames Moore	&	REPORT: Workplan Additional Remedial Investigation, Somersville and Buchanan Roads Site Antioch, CA for PG&E	Book
33	A117	4	4/28/1995	Dames Moore	&	REPORT: First Quarter 1995 Groundwater Monitoring Report, Buchanan and Somersville Roads Site Antioch, CA for PG&E	Book
34	A117	4	7/24/1995	Dames Moore	&	REPORT: Second Quarter 1995 Groundwater Monitoring Report Waste Discharge Monitoring Report, Buchanan and Somersville Roads Site Antioch, CA for PG&E	Book
36	A118	4	2/1/1996	Dames Moore	&	REPORT: NPDES Quarterly Status Report and 1995 Annual Groundwater Monitoring Report, Somersville and Buchanan Roads Site, Antioch CA for PG&E	Book
37	A117	4	4/30/1996	Dames Moore	&	REPORT: First Quarter 1996 NPDES Technical Status Report and Groundwater Monitoring Report, Somersville and Buchanan Roads Site Antioch, California for PG&E	Book

38	A117	4	4/30/1996	Dames & Moore	REPORT: Second Quarter 1996 NPDES Technical Status Report and Semiannual Groundwater Monitoring Report (Draft), Somersville and Buchanan Roads Site Antioch, CA for PG&E	Book
40	A117	4	10/4/1996	Dames & Moore	REPORT: Additional Remedial Investigation Completion of Soil Boring DMSB-4, Buchanan and Somersville Roads Site Antioch, CA for PG&E	Book
41	A119	1	10/29/1996	Dames & Moore	REPORT: Third Quarter 1996 NPDES Technical Status Report and Groundwater Monitoring Report, Buchanan and Somersville Road Site Antioch, CA for PG&E	Book
42	A119	1	10/30/1996	Susan Sanders, PG&E to Polly Lowry, CARWQCB	Correspondence regarding report, report included w/Marginalia: Submittal of Third Quarter 1996 Analytical Reports	Binderclip
43	A119	1	2/4/1997	Dames & Moore	REPORT: Fourth Quarter 1996 NPDES Technical Status Report and 1996 Annual Groundwater Monitoring Report, Buchanan and Somersville Road Site Antioch, CA for PG&E	Book
45	n/a	1	3/24/1997	CA RWQCB	REPORT: Monitoring and Reporting Program No. 97-802	Book

46	A118	4	4/29/1997	Dames & Moore	REPORT: First Quarter 1997 NPDES Tech Status Report and Groundwater Monitoring Report, Somersville and Buchanan Roads Site Antioch, California for PG&E	Book
47	A118	4	7/30/1997	Dames & Moore	REPORT: Second Quarterly 1997 NPDES Technical Status Report and Semiannual Groundwater Monitoring Report, Somersville and Buchanan Roads Site Antioch, CA for PG&E	Folder
48	A117	4	7/31/1996	Susan Sanders, PG&E To Polly Lowry, CRWQCB	Correspondence, including report: Providing 1997 Second Quarterly NPDES Tech Status Report	Clip
49	A118	4	11/26/1997	Block Environmental Services	Static Percent Survival Aquatic Toxicity Screening Test Results for One Water Sample	Clip
50	A118	4	1/15/1998	Robert Karfiol, PG&E to Victor Carniglia, Antioch Dept of Development Services	Correspondence: Summary of remedial investigation of the site	Clip
51	A117	4	1/30/1998	Dames & Moore	REPORT: Third and Fourth Quarterly 1997 NPDES Technical Status Report and Annual Groundwater Monitoring Report, Buchanan and Somersville Roads Site Antioch, CA for PG&E	Book
52	n/a	1	3/4/1998	Robert Karfiol, PG&E, to Kenneth Landau, CRWQCB	Correspondence: Response to inquiry of PG&E feasibility study Work Plan for Antioch property	Folder 2
53	n/a	1	4/14/1998	Dames & Moore	REPORT: First Quarter 1998 NPDES Technical	Book

						Status Report, Somersville and Buchanan Roads Site Antioch, CA for PG&E	
54	A118	4	6/12/1998	Dames & Moore		REPORT: Report Risk-Based Corrective Action Analysis PG&E Antioch Service Yard	Book
55	A117	4	8/3/1998	Dames & Moore		REPORT: Report Second Quarterly 1998 NPDES Sampling and 1998 Semi-Annual Groundwater Monitoring, Buchanan and Somersville Roads Site Antioch, CA for PG&E	Book
56	A566	2	1/29/1999	Dames & Moore		REPORT: Third and Fourth Quarterly 1998 NPDES Technical Status Report and Annual Groundwater Monitoring Report, Buchanan and Somersville Roads Site Antioch, CA for PG&E	Book
57	A566	2	5/14/1999	Dames & Moore		REPORT: Focused Feasibility Study Former Service Yard	Book
58	A566	2	5/14/1999	Dames & Moore		REPORT: Evaluation of Natural Biodegradation	Book
59	A566	2	10/21/1999	Dames & Moore		REPORT: First and Second Quarter 1999 NPDES Sampling and 1999 Semi-Annual Groundwater Monitoring	Rubberband
60	A566	2	7/26/2000	Uribe and Associates		REPORT: NPDES Status Reports and Groundwater Monitoring Report	Book
61	A566	2	1/26/2001	Uribe and Associates		REPORT: NPDES Status and Groundwater Monitoring Report	Book
62	A120	1	1/0/2000	Geomatrix Consultants		REPORT: Remedial Action Plan	Folder
63	A566	2	1/0/2001	Uribe and Associates		REPORT: Technical Memorandum Site Evaluation of Oil Recovery and	Book

					Groundwater Treatment System	
65	A566	2	3/0/2001	Uribe and Associates	REPORT: Report of 2000 NPDES Status and Groundwater Monitoring	Book
66	A600	2	6/0/2001	Geomatrix Consultants	REPORT: Remedial Action Plan Technical Addendum	Book
67	A600	2	3/0/2002	Uribe and Associates	REPORT: Report of 2001 Annual Groundwater Monitoring	Book
69	A600	2	12/0/2002	Blasland, Bouck & Lee	REPORT: Summary Report of Site Activities Former PG&E Service Yard	Book
70	A600	2	3/0/2003	Uribe and Associates	REPORT: 2002 Annual Groundwater Monitoring Report	Book
71	A600	2	6/0/2003	Blasland, Bouck & Lee	REPORT: Bioventing System Installation Report	Book
72	A600	2	7/0/2003	Blasland, Bouck & Lee	REPORT: 2003 Semi-Annual Groundwater Monitoring Report	Book
73	A600	2	5/28/2004	Blasland, Bouck & Lee	REPORT: Remedial Progress Report	Book
74	A600	2	8/0/2004	Blasland, Bouck & Lee	REPORT: 2004 Semiannual Groundwater Monitoring Report	Book
75	A600	2	1/0/2005	Blasland, Bouck & Lee	REPORT: 2004 Annual Groundwater Monitoring Report	Book
76	A600	2	1/0/2006	Blasland, Bouck & Lee	REPORT: 2005 Annual Groundwater Monitoring Report	Book
77		2	8/14/1992		Waste Discharge Requirements NPDES No CA0082929	
78		2	3/5/1990		Transmittal of Original Lab Report for Antioch Site	

					Groundwater Samples	
7 9		2	9/9/1986		Meeting in Sacramento with California Regional Water Quality Control Board	
8 0		3	4/4/1988		Pacific Gas and Electric Company's Property at Buchanan and Somersville Roads Antioch California	

EXHIBIT G

LAND USE COVENANTS

(See following 40 pages)

*COPY of Document Recorded at  
Contra Costa, CA County Recorder  
2018-0130766 BK: PG:  
08/16/2018 has not been compared with  
original. Original will be returned when  
process has been completed.*

*Fee: 53.00 DTT: 0.00 CA-SB2: 0.00  
Total: 53.00*

RECORDING REQUESTED BY AND RETURN TO:

*PACIFIC GAS AND ELECTRIC COMPANY  
245 Market Street, N10A, Room 1015  
P.O. Box 770000  
San Francisco, California 94177*

LD# 2102-01-10111

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**AMENDED PG&E COVENANT TO RESTRICT USE OF PROPERTY  
ENVIRONMENTAL RESTRICTION**

**(Re: Parcel A of Former PG&E Antioch Service Yard**

**Southeast corner of the intersection of Buchanan and Sommersville Roads, Antioch,  
Contra Costa County, California; A Portion of Assessor's Parcel Number 076-010-035;  
Site Code: SL205092993)**

This Amended PG&E Covenant ("Amended PG&E Covenant") is made by Pacific Gas and Electric Company ("PG&E," or "Covenantor"). The property, which is situated in the City of Antioch and the County of Contra Costa, State of California and described in Exhibit C attached hereto and incorporated herein by this reference (the "Property"), is owned by the Covenantor. The Covenantor is authorized to enter into this Amended PG&E Covenant, which is entered into for the benefit of PG&E as covenantee. This Amended PG&E Covenant amends and supersedes the Covenant to Restrict Use of Property – Environmental Restriction recorded in the Contra Costa County Recorder's Office as Document Number 2017-0084267-00 on May 16, 2017 (the "Prior PG&E Covenant"). This Amended PG&E Covenant does not change the Covenant to Restrict Use of Property – Environmental Restriction recorded in the Contra Costa County Recorder's Office as Document Number 2018-0070947-00 on May 7, 2018 (the "Regional Water Board Covenant").

Pursuant to Civil Code Section 1471, this Amended PG&E Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials, as defined in Health & Safety Code (“H&SC”) Section 25260. Accordingly, use of the Property shall be restricted as set forth in this Amended PG&E Covenant.

## ARTICLE I

### STATEMENT OF FACTS

1.01 Property Description. The Property, totaling approximately 1.13 acres, is depicted as Parcel A in Exhibits A and B and described in Exhibit C.

1.02 Soil and Groundwater Conditions. Contaminants at the Property include petroleum hydrocarbons (diesel and heavier ends) in soil and in groundwater, which is first encountered at 85 feet below ground surface. The pre-cleanup conditions at the Property are described in the Focused Feasibility Study (FFS) submitted on Covenantor’s behalf to the Regional Water Board on June 17, 2015. The selected remedy is defined in the Remedial Action Plan and Remedial Action Workplan (RAP/RAW) submitted on Covenantor’s behalf to the Regional Water Board on October 10, 2016. Covenantor has performed a cleanup according to the RAP/RAW and the Regional Water Board’s November 22, 2016 letter (approving the RAP/RAW following a public comment period). The cleanup included (a) excavation and off-site disposal of the top 6.5 feet of soil on the Property, and (b) backfilling with clean material. Post-cleanup conditions at the Property are described in the Remedial Action Completion Report approved by the Regional Water Board on January 4, 2018 (RACR). As more fully described in the RACR, (i) post-cleanup residual contaminants remaining at the Property include petroleum hydrocarbons, polycyclic aromatic hydrocarbons, and volatile organic compounds (VOCs); and (ii) the bottom 5 feet of clean backfill – i.e., from 1.5 feet below ground surface (bgs) to 6.5 feet bgs – will serve as a Bio-attenuation zone for any VOC vapors arising from deeper contaminants. The FFS, RAP/RAW, RACR and other relevant documents can be found on the Regional Water Board’s Geotracker website (site identification number SL205092993) under the “Site Maps/Documents” tab for the Property.

**ARTICLE II**  
**DEFINITIONS**

2.01 Bio-attenuation zone. “Bio-attenuation zone” means the 5-foot thick layer of clean backfill on the Property, ranging from 1.5 feet below ground surface (bgs) to 6.5 feet bgs, as more fully described in the RAP/RAW and the RACR.

2.02 Focused Feasibility Study or FFS. “Focused Feasibility Study” or “FFS” means the Focused Feasibility Study submitted on Covenantor’s behalf to the Regional Water Board on June 17, 2015.

2.03 Improvements. “Improvements” includes, but is not limited to: buildings, structures, roads, driveways, sidewalks, improved parking areas, wells, pipelines, or other utilities. “Allowed Improvements” includes light standards, signs, roads, driveways, sidewalks, other hardscape, parking areas, landscaping, storm water basins, and utilities. “Prohibited Improvements” includes all Improvements that are not Allowed Improvements.

2.04 Occupant. “Occupant” means Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.05 Owner. “Owner” means Pacific Gas and Electric Company, its successors in interest, including heirs and assigns, who at any time hold title to or an ownership interest in all or any portion of the Property, during the time of such ownership.

2.06 RACR. “RACR” means the Remedial Action Completion Report approved by the Regional Water Board on January 4, 2018.

2.07 Regional Water Board or RWQCB. “Regional Water Board” or “RWQCB” means the Regional Water Quality Control Board, Central Valley Region, and shall include its successor agencies, if any.

2.08 Remedial Action Plan and Remedial Action Workplan or RAP/RAW. “Remedial Action Plan and Remedial Action Workplan” or “RAP/RAW” means the Remedial Action Plan and Remedial Action Workplan submitted on Covenantor’s behalf to the Regional Water Board on October 10, 2016 and approved by the Regional Water Board on November 22, 2016.

2.09 VOCs. “VOCs” means volatile organic compounds. “VOC vapors” means VOCs in gaseous form.

## ARTICLE III

### GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Amended PG&E Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, “Restrictions”), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to Civil Code Section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by PG&E; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners/Occupants. This Amended PG&E Covenant binds all Owners/Occupants of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners/Occupants, heirs, successors, and assignees. Pursuant to Civil Code Section 1471(b), all successive Owners/Occupants of the Property are expressly bound hereby for the benefit of PG&E.

3.03 Written Notification of Amended PG&E Covenant. Written notice of the existence of this Amended PG&E Covenant shall be given to the buyer or lessee of the Property prior to the sale or lease of the Property, and Owner shall include in all leases provisions requiring lessees to give similar notice to sub-lessees.

3.04 Incorporation into Deeds and Leases. This Amended PG&E Covenant shall be incorporated by reference in each and every deed and lease for any portion of the Property.

3.05 Conveyance of Property. The Covenantor and thereafter Owner shall, no later than thirty (30) days after any conveyance, provide written notice to PG&E of any change in ownership of the Property (excluding easements, licenses, leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Amended PG&E Covenant. The notice shall also include the Assessor’s Parcel Number (APN) noted on page one and, if the APN has changed, the APN assigned at the time of transfer. If the new Owner’s Property has been assigned a different APN, each such APN that covers the Property must be provided. Covenantor does not, by reason of this Amended PG&E Covenant have authority to approve, disapprove, or otherwise affect any conveyance or proposed

conveyance of the Property except as otherwise provided by a specific provision of this Amended PG&E Covenant.

## ARTICLE IV RESTRICTIONS

4.01 Restrictions. The Property may not be put to any of the following uses by Owners/Occupants:

- (1) Any development or use of groundwater on the Property, including but not limited to activities such as construction of any well, extraction, use, or consumption of groundwater from wells within the boundaries of the Property. This restriction does not apply to groundwater monitoring wells.
- (2) Soil disturbance deeper than 1.5 feet (except as allowed under the next paragraph in connection with Allowed Improvements) or construction of any Prohibited Improvements, including enclosed buildings and/or structures for human or animal occupancy or use, except as authorized by a written variance, modification, or termination approved by PG&E pursuant to Section 6.01 or 6.02. Conditions on the issuance of any such approval of Prohibited Improvements may include, without limitation, a requirement that vapor controls be installed.
- (3) Any Allowed Improvements, soil disturbance deeper than 1.5 feet, or activities or uses that alter the Bio-attenuation zone to reduce its effectiveness or create pathways for exposure to VOC vapors, it being understood that Allowed Improvements (and any related soil disturbance deeper than 1.5 feet) shall be deemed not to violate this restriction if they are installed in compliance with a soil management plan that, prior to the installation work, (i) first, has been provided to PG&E for review (but not for PG&E's approval) and (ii) second, has been approved by the Regional Water Board.
- (4) Any Improvements, activities or uses that alter or damage groundwater or soil vapor monitoring wells, or limit access to those wells for vehicles, equipment and personnel, except as authorized by a written variance, modification, or termination approved by PG&E pursuant to Section 6.01 or 6.02.

- (5) Any use that interferes with Covenantor's ability to gain access to groundwater or soil vapor monitoring wells or soil vapor probes, as required by the Regional Water Board.

4.02 Requirements Relating to Actions by Easement Holders. Whenever the Owner acquires actual knowledge that a party holding an easement on the Property intends to take any action that Section 4.01 would prohibit the Owner from taking, the Owner shall:

- (1) Promptly notify PG&E of the name, contact information and proposed action of the easement holder, to the extent such information is known by Owner; and
- (2) Notify the easement holder by providing such easement holder with a copy of this Amended PG&E Covenant and request the easement holder to consult with PG&E before taking the action.

Owner shall not be liable under this Section 4.02 if it uses best efforts to comply with Sub-Sections (1) and (2).

4.03 Access for PG&E. PG&E shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes that PG&E determines are necessary to comply with obligations imposed by the Regional Water Board to protect the public health or safety or the environment, including access to all monitoring wells until such time as those wells are abandoned with the approval of the Regional Water Board. Such access shall (a) include, without limitation, access for vehicles (including drill rig vehicles) when the time comes to remove and close out the wells, and (b) be during normal business hours and shall not unduly disrupt ongoing operations at the Property. PG&E shall to the extent possible provide advance notice to, and coordinate with, the Owner, lessee, or sublessee of the Property, as appropriate, regarding access requirements.

## **ARTICLE V ENFORCEMENT**

5.01 Indemnification. The Owner or Occupant, as the case may be, shall indemnify PG&E against any and all claims and any and all costs incurred (including, without limitation, costs of removing Improvements) caused by such Owner's or Occupant's breach of this Amended PG&E Covenant.

5.02 Injunctive Relief. In the event the Owner or Occupant fails to comply with any provision of this Amended PG&E Covenant, PG&E shall be entitled to obtain injunctive relief

from a court of competent jurisdiction compelling said Owner or Occupant to comply and to cure any such non-compliance. For example, PG&E shall be entitled to an injunction (a) compelling the Owner or Occupant to remove any Improvements constructed or placed upon any portion of the Property in violation of this Amended PG&E Covenant or (b) authorizing PG&E to cure by removing such Improvements and recovering related costs from the Owner or Occupant or both.

## ARTICLE VI

### VARIANCE, TERMINATION, AND TERM

6.01 Variance. The Owner, or any other aggrieved person, may apply to PG&E for a written variance from the provisions of this Amended PG&E Covenant. PG&E shall grant the variance if (a) the Regional Water Board determines that the variance would meet the Regional Water Board standards of protection of human health, safety and the environment, (b) the applicant agrees in writing to release and indemnify PG&E from and against any and all claims arising out of or relating to the granting of the application, and (c) the applicant demonstrates the financial ability to perform that indemnity obligation, assuming a reasonable dollar amount for the obligation, based on the circumstances at the time of the application.

6.02 Termination or Modification. The Owner, or any other aggrieved person, may apply to PG&E for a termination or modification of one or more terms of this Amended PG&E Covenant as they apply to all or any portion of the Property. PG&E shall grant the application if (a) the Regional Water Board determines that the termination or modification would meet the Regional Water Board standards of protection of human health, safety and the environment, (b) the applicant agrees in writing to release and indemnify PG&E from and against any and all claims arising out of or relating to the granting of the application, and (c) the applicant demonstrates the financial ability to perform that indemnity obligation, assuming a reasonable dollar amount for the obligation, based on the circumstances at the time of the application.

6.03 Term. This Amended PG&E Covenant shall continue in effect in perpetuity unless ended in accordance with the Termination paragraph above.

## ARTICLE VII

### MISCELLANEOUS

7.01 Notices. Whenever any person gives or serves any notice (“notice” as used here includes any demand or other communication with respect to this Amended PG&E Covenant), each such notice shall be in writing and shall be deemed effective: when delivered, if personally delivered to the person being served or three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To PG&E: Pacific Gas and Electric Company  
245 Market Street, N10A, Room 1015  
P.O. Box 770000  
San Francisco, California 94177

With a copy to: Pacific Gas and Electric Company  
3401 Crow Canyon Road  
San Ramon, California 94583  
Attn: Director, Environmental Remediation

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

7.02 Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Amended PG&E Covenant shall remain in full force and effect as if such portion found invalid had not been included.

7.03 Exhibits. All exhibits referenced in this Amended PG&E Covenant are deemed incorporated into this Amended PG&E Covenant by reference.

7.04 Statutory References. All statutory references include successor provisions.

7.05 Inspection and Reporting Requirements. The Owner shall submit to PG&E contemporaneous copies of the Annual Inspection Reports and letters that it submits to the Regional Water Board pursuant to the “Inspection and Reporting Requirements” paragraph of the Regional Water Board Covenant.

7.06 Recordation. This Amended PG&E Covenant shall have no force or effect until recorded in the official records of County of Contra Costa, and no obligation set forth in this

Amended PG&E Covenant shall retroactively apply once the Amended PG&E Covenant is recorded.

7.07 Approvals. Where the approval or concurrence of PG&E is required under this Amended PG&E Covenant, such approval shall not be unreasonably withheld.

Covenantor: Pacific Gas and Electric Company

By: David Harnish

Name/Title: David Harnish/Manager, Land Department

Date: August 6, 2018

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA CRUZ

On AUGUST 06, 2018 before me,

S. LEVINE, A NOTARY PUBLIC  
(space above this line is for name and title of the officer/notary),

personally appeared DAVID HARNISH, 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,

S. Levine (seal)  
Signature of Notary Public  
S. LEVINE, §31325.710

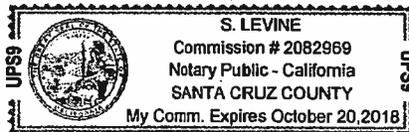


Exhibit A



Exhibit A





**Exhibit C**

**PARCEL 'A'**

THAT PORTION OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 1 IN THE RESOLUTION VACATING AND ABANDONING REAL PROPERTY BY THE CITY COUNCIL OF THE CITY OF ANTIOCH DATED FEBRUARY 10, 1976 AND RECORDED IN BOOK 7763 OF OFFICIAL RECORDS AT PAGE 579, CONTRA COSTA COUNTY RECORDS;

THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID DESCRIBED AND DESIGNATED PARCEL 1 AND THE SOUTHERLY CONTINUATION OF THE EASTERLY BOUNDARY OF SAID PARCEL 1 SOUTH 00°54'30" WEST, A DISTANCE OF 200.76 FEET;

THENCE LEAVING SAID SOUTHERLY CONTINUATION NORTH 89°05'30" WEST, A DISTANCE OF 130.41 FEET;

THENCE NORTH 61°43'06" WEST, A DISTANCE OF 229.08 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF THE EASEMENT FOR PUBLIC PURPOSE OF STREET WIDENING AND UTILITY AND INCIDENTAL PURPOSES, RECORDED JANUARY 21, 2004 AS INSTRUMENT NO. 2004-0021183-00 OF OFFICIAL RECORDS;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY BOUNDARY NORTH 43°18'22" EAST, A DISTANCE OF 89.33 FEET TO THE NORTHEASTERLY MOST CORNER OF SAID EASEMENT;

THENCE SOUTH 89°05'30" EAST, A DISTANCE OF 1.23 FEET TO THE WESTERLY MOST CORNER OF THE LAND PREVIOUSLY DESCRIBED AND DESIGNATED PARCEL 1, SAID POINT IS ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 42°43'25" WEST, THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°21'40" AN ARC LENGTH OF 13.39 FEET;

THENCE ALONG THE NORTHERLY BOUNDARY OF THE PREVIOUSLY DESCRIBED AND DESIGNATED PARCEL 1 NORTH 85°38'15" EAST A DISTANCE OF 261.52 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS TAKEN AS NORTH 00°54'30" EAST, TAKEN BETWEEN THE WEST MONUMENTS OF LOT 8, AS SHOWN ON SUBDIVISION 4940, RECORDED IN BOOK 207, PAGE 38 OF MAPS.

Containing 1.13 Acres, more or less.

Attach to LD: 2102-01-10111  
Area, Region or Location: 2  
Land Service Office: San Francisco  
Line of Business: Environmental Remediation (38)  
Business Doc Type: Agreements  
MTRSQ: 21.02.01.27.11  
FERC License Number: N/A  
PG&E Drawing Number: N/A  
Plat No.: 53-A13  
LD of Affected Documents: 2102-01-10104  
LD of Cross Referenced Documents: N/A  
Type of interest: Agreements (56), Covenant Agreement (87), Environmental Agreement (64)  
SBE Parcel:  
% Being Quitclaimed: N/A  
Order or PM: 8042531  
JCN: N/A  
County: Contra Costa  
Utility Notice Number: N/A  
851 Approval Application No: N/A ; Decision: N/A  
Prepared By: MAV3  
Checked By: J6F9

15

**RECORDING REQUESTED BY:**  
Pacific Gas and Electric Company  
245 Market Street, N10A, Room 1015  
P.O. Box 770000  
San Francisco, California 94177

CONTRA COSTA Co Recorder Office  
JOSEPH CANCIAMILLA, Clerk - Recorder  
**DOC - 2018 - 0070947 - 00**  
Check Number 634104  
Monday, MAY 07, 2018 08:53:38  
MOD \$15.00 | REC \$25.00 | FTC \$14.00  
DAF \$2.70 | REF \$0.30 | RED \$1.00  
ERD \$1.00 | SB2 \$0.00  
Ttl Pd \$59.00 Nbr-0003204351  
MMM / R2 / 1-15



**WHEN RECORDED, MAIL TO:**  
Pamela C. Creedon, Executive Officer  
California Regional Water Quality Control Board,  
Central Valley Region  
11020 Sun Center Drive, #200  
Rancho Cordova, California 95670-6114

LD 2102-01-10104

**COVENANT TO RESTRICT USE OF PROPERTY  
ENVIRONMENTAL RESTRICTION**

**(Re: Parcel A of Former PG&E Antioch Service Yard**

**Southeast corner of the intersection of Buchanan and Somersville Roads, Antioch, Contra  
Costa County, California; A Portion of Assessor's Parcel Number 076-010-035;  
Site Code: SL205092993)**

This Covenant ("Covenant") is made by and between Pacific Gas and Electric Company ("PG&E," or "Covenantor"), and the California Regional Water Quality Control Board, Central Valley Region ("Regional Water Board"). Collectively the Covenantor and the Regional Water Board are referred to as the "Parties." The property, which is situated in the City of Antioch and the County of Contra Costa, State of California and described in Exhibit C attached hereto and incorporated herein by this reference (the "Property"), is owned by the Covenantor. The Covenantor is authorized to enter into this Covenant.

Pursuant to Civil Code Section 1471 and Water Code Sections 13304 and 13307.1, the Regional Water Board has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of potential risk related to the possible presence on the land of hazardous materials, as defined in Health & Safety Code ("H&SC") Section 25260. Accordingly, use of the Property shall be restricted as set forth in this Covenant.

## ARTICLE I

### STATEMENT OF FACTS

1.01 Property Description. The Property, totaling approximately 1.13 acres, is depicted as Parcel A in Exhibits A and B and described in Exhibit C.

1.02 Soil and Groundwater Conditions. Contaminants at the Property include petroleum hydrocarbons (diesel and heavier ends) in groundwater, which is first encountered at 85 feet below ground surface. The pre-cleanup conditions at the Property are described in the Focused Feasibility Study (FFS) submitted on Covenantor's behalf to the Regional Water Board on June 17, 2015. The selected remedy is defined in the Remedial Action Plan and Remedial Action Workplan (RAP/RAW) submitted on Covenantor's behalf to the Regional Water Board on October 10, 2016. Covenantor has performed a cleanup according to the RAP/RAW and the Regional Water Board's November 22, 2016 letter (approving the RAP/RAW following a public comment period). The cleanup included (a) excavation and off-site disposal of the top 6.5 feet of soil on the Property, and (b) backfilling with clean material. Post-cleanup conditions at the Property are described in the Remedial Action Completion Report approved by the Regional Water Board on January 4<sup>th</sup>, 2018 (RACR). As more fully described in the RACR, (i) post-cleanup residual contaminants remaining at the Property include petroleum hydrocarbons, polycyclic aromatic hydrocarbons, and volatile organic compounds (VOCs); and (ii) the bottom 5 feet of clean backfill – i.e., from 1.5 feet below ground surface (bgs) to 6.5 feet bgs – will serve as a Bio-attenuation zone for any VOC vapors arising from deeper contaminants. The FFS, RAP/RAW, RACR and other relevant documents can be found on the Regional Water Board's Geotracker website (site identification number SL205092993) under the "Site Maps/Documents" tab for the Property.

## ARTICLE II

### DEFINITIONS

2.01 Regional Water Board or RWQCB. "Regional Water Board" shall mean the Regional Water Quality Control Board, Central Valley Region, and shall include its successor agencies, if any.

2.02 Owner. “Owner” means Pacific Gas and Electric Company, its successors in interest, including heirs and assigns, who at any time hold title to or an ownership interest in all or any portion of the Property, during the time of such ownership.

2.03 Occupant. “Occupant” means Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.04 Improvements. “Improvements” includes, but is not limited to: buildings, structures, roads, driveways, sidewalks, improved parking areas, wells, pipelines, or other utilities. “Allowed Improvements” includes light standards, signs, roads, driveways, sidewalks, other hardscape, parking areas, landscaping, storm water basins, and utilities. “Prohibited Improvements” includes all Improvements that are not Allowed Improvements.

2.05 Focused Feasibility Study or FFS. “Focused Feasibility Study” or “FFS” means the Focused Feasibility Study submitted on Covenantor’s behalf to the Regional Water Board on June 17, 2015.

2.06 Remedial Action Plan and Remedial Action Workplan or RAP/RAW. “Remedial Action Plan and Remedial Action Workplan” or “RAP/RAW” means the Remedial Action Plan and Remedial Action Workplan submitted on Covenantor’s behalf to the Regional Water Board on October 10, 2016 and approved by the Regional Water Board on November 22, 2016.

2.07 Bio-attenuation zone. “Bio-attenuation zone” means the 5-foot thick layer of clean backfill on the Property, ranging from 1.5 feet below ground surface (bgs) to 6.5 feet bgs, as more fully described in the RAP/RAW.

2.08 VOCs. “VOCs” means volatile organic compounds. “VOC vapors” means VOCs in gaseous form.

### **ARTICLE III**

#### **GENERAL PROVISIONS**

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, “Restrictions”), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to Civil Code Section 1471; (b) inures to the benefit of and passes with each and every

portion of the Property; (c) is for the benefit of, and is enforceable by the Regional Water Board; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners/Occupants. This Covenant binds all Owners/Occupants of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners/Occupants, heirs, successors, and assignees. Pursuant to Civil Code Section 1471(b), all successive Owners/Occupants of the Property are expressly bound hereby for the benefit of the State.

3.03 Written Notification of Hazardous Substance Release. Written notice of the existence of this Covenant shall be given to the buyer, lessee, or sublessee of the Property prior to the sale, lease, or sublease of the Property.

3.04 Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and lease for any portion of the Property.

3.05 Conveyance of Property. The Covenantor and thereafter Owner shall, no later than thirty (30) days after any conveyance, provide written notice to the Regional Water Board of any change in ownership of the Property (excluding easements, licenses, leases, mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one and, if the APN has changed, the APN assigned at the time of transfer. If the new Owner's Property has been assigned a different APN, each such APN that covers the Property must be provided. The Regional Water Board does not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

## ARTICLE IV

### RESTRICTIONS

4.01 Restrictions. The Property may not be put to any of the following uses by Owners/Occupants:

- (1) Any development or use of groundwater on the Property, including but not limited to activities such as construction of any well, extraction, use, or consumption of groundwater from wells within the boundaries of the Property. This restriction does not apply to groundwater monitoring wells.
- (2) Soil disturbance deeper than 1.5 feet (except as allowed under the next paragraph in connection with Allowed Improvements) or construction of any Prohibited Improvements, including enclosed buildings and/or structures for human or animal occupancy or use, except as authorized by a written variance, modification, or termination approved by the Regional Water Board pursuant to Section 6.01 or 6.02.
- (3) Any Allowed Improvements, soil disturbance deeper than 1.5 feet, or activities or uses that alter the Bio-attenuation zone to reduce its effectiveness or create pathways for exposure to VOC vapors, it being understood that Allowed Improvements (and any related soil disturbance deeper than 1.5 feet) shall be deemed not to violate this restriction if they are installed in compliance with a soil management plan that, prior to the installation work, has been approved by the Regional Water Board.
- (4) Any Improvements, activities or uses that alter or damage groundwater or soil vapor monitoring wells, or limit access to those wells for vehicles, equipment and personnel, except as authorized by a written variance, modification, or termination approved by the Regional Water Board pursuant to Section 6.01 or 6.02.
- (5) Any use that interferes with Covenantor's ability to gain access (to the extent such access is permitted by the Easement Agreement) to groundwater or soil vapor monitoring wells or soil vapor probes, as required by the Regional Water Board, to assess the effectiveness of the Bio-attenuation zone.

4.02 Access for the Regional Water Board. The Regional Water Board shall have reasonable right of entry and access to the Property defined for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Regional Water Board to protect the public health or safety or the environment, including access to all monitoring wells if any, until such time as those wells are abandoned. Such access shall be

during normal business hours and shall not unduly disrupt ongoing operations at the Property. The Regional Water Board shall to the extent possible provide advance notice to, and coordinate with, the Owner, lessee, or sublessee of the Property, as appropriate, regarding access requirements.

## **ARTICLE V**

### **ENFORCEMENT**

5.01 Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Regional Water Board to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Regional Water Board, shall be grounds for the Regional Water Board to pursue administrative, civil or criminal actions, as provided by law.

5.02 Nothing in this Covenant is intended to preempt the State's authority to implement and enforce applicable laws.

## **ARTICLE VI**

### **VARIANCE, TERMINATION, AND TERM**

6.01 Variance. The Owner, or any other aggrieved person, may apply to the Regional Water Board for a written variance from the provisions of this Covenant. The Regional Water Board will grant the variance only after finding that such a variance would be protective of human health, safety and the environment.

6.02 Termination or Modification. The Owner, or any other aggrieved person, may apply to the Regional Water Board for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property.

6.03 Notices to Covenantor. Any person applying to the Regional Water Board under paragraph 6.01 or 6.02 shall provide contemporaneous notice to Covenantor.

6.04 Term. This Covenant shall continue in effect in perpetuity unless ended in accordance with the Termination paragraph above, by law, or by the State in the exercise of its discretion.

**ARTICLE VII**

**MISCELLANEOUS**

7.01 No Dedication or Taking. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing set forth in this Covenant shall be construed to affect a taking under state or federal law.

7.02 Notices. Whenever any person gives or serves any notice (“notice” as used here includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: when delivered, if personally delivered to the person being served or three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Regional Water Board: Executive Officer  
California Regional Water Quality Control Board  
Central Valley Region  
11020 Sun Center Drive #200  
Rancho Cordova, California 95670-6114

To Covenantor: Pacific Gas and Electric Company  
245 Market Street, N10A, Room 1015  
P.O. Box 770000  
San Francisco, California 94177

With a copy to: Pacific Gas and Electric Company  
3401 Crow Canyon Road  
San Ramon, California 94583  
Attention: Director, Environmental Remediation

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

7.03 Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included.

7.04 Exhibits. All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.05 Statutory References. All statutory references include successor provisions.

7.06 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property during the second quarter of each year and an Annual Inspection Report shall be submitted to the Regional Water Board for its approval by August 1st of each year. The inspection shall entail evaluation of compliance with Sections 4.01 and 4.02. The annual report must include the dates, times, and names of those who conducted and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual report. If violations are noted, the annual report must detail the steps taken to return to compliance. If the Covenantor or Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Covenantor or Owner shall within 10 days of identifying any such violation, determine the identity of the party in violation, and if a violator is identified, send a letter advising the party of the violation of the Covenant and demand that the violation cease immediately. Additionally, copies of any correspondence related to the enforcement of this Covenant shall be sent to the Regional Water Board and Covenantor within ten (10) days of its original transmission.

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

7.08 Approvals. Where the approval or concurrence of the Regional Water Board is required under this Covenant, such approval shall not be unreasonably withheld.

Covenantor: Pacific Gas and Electric Company

By: David Harnish

Name: David Harnish

Title: Manager, Surplus Property

Date: April 9, 2018

Regional Water Quality Control Board, Central Valley Region:

By: Andrew Altevogt

Name: Andrew Altevogt

Title: Assistant Executive Officer

Date: 4/18/18

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco

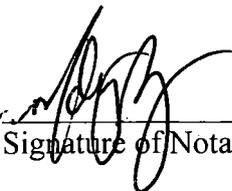
On April 9, 2018 before me,

Molly Zimney, notary public  
*(space above this line is for name and title of the officer/notary),*

personally appeared David Harnish, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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,

 (seal)  
Signature of Notary Public



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SACRAMENTO

On APRIL 18, 2018 before me,

KIRAN LANFRANCHI-RIZZARDI (NOTARY PUBLIC)  
(space above this line is for name and title of the officer/notary),

personally appeared ANDREW ALTEVOET, 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.

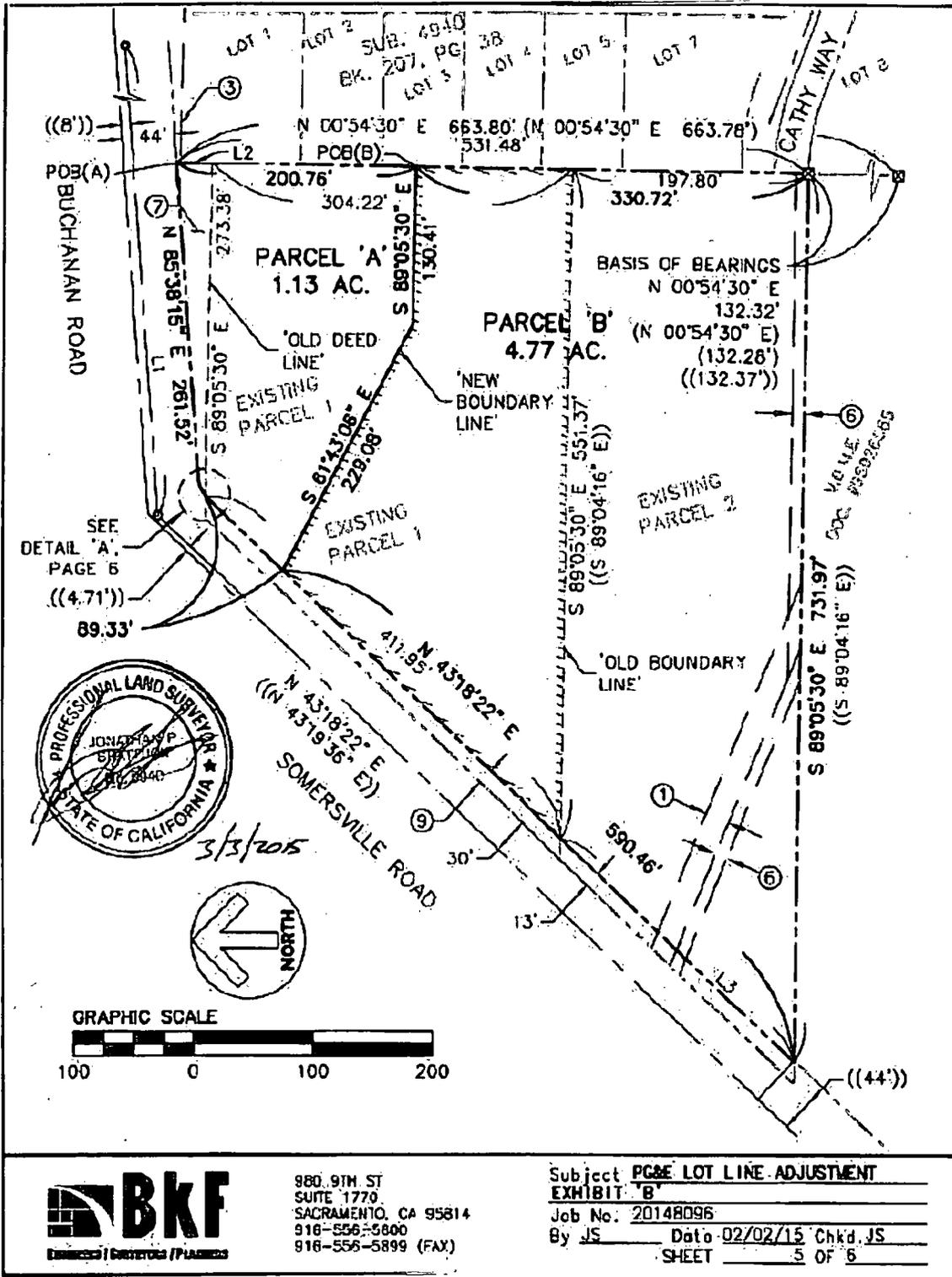


[Signature] (seal)  
Signature of Notary Public

Government Code 27361.7: I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:  
Name of Notary Kiran Lanfranchi-Rizzardi  
County/State Sacramento California  
Commission No. 2126658 Expiration Date 9-14-19  
Date 5-7-18 Signature [Signature]  
Print Name: Theodore Barton



**Exhibit B**



980, 9TH ST  
SUITE 1770  
SACRAMENTO, CA 95814  
916-556-5800  
916-556-5899 (FAX)

Subject **PC&E LOT LINE ADJUSTMENT**  
**EXHIBIT 'B'**  
 Job No: 20148096  
 By JS Date 02/02/15 Chkd. JS  
 SHEET 5 OF 6

Exhibit C

PARCEL 'A'

THAT PORTION OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 1 IN THE RESOLUTION VACATING AND ABANDONING REAL PROPERTY BY THE CITY COUNCIL OF THE CITY OF ANTIOCH DATED FEBRUARY 10, 1976 AND RECORDED IN BOOK 7763 OF OFFICIAL RECORDS AT PAGE 579, CONTRA COSTA COUNTY RECORDS;

THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID DESCRIBED AND DESIGNATED PARCEL 1 AND THE SOUTHERLY CONTINUATION OF THE EASTERLY BOUNDARY OF SAID PARCEL 1 SOUTH 00°54'30" WEST, A DISTANCE OF 200.76 FEET;

THENCE LEAVING SAID SOUTHERLY CONTINUATION NORTH 89°05'30" WEST, A DISTANCE OF 130.41 FEET;

THENCE NORTH 61°43'06" WEST, A DISTANCE OF 229.08 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF THE EASEMENT FOR PUBLIC PURPOSE OF STREET WIDENING AND UTILITY AND INCIDENTAL PURPOSES, RECORDED JANUARY 21, 2004 AS INSTRUMENT NO. 2004-0021183-00 OF OFFICIAL RECORDS;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY BOUNDARY NORTH 43°18'22" EAST, A DISTANCE OF 89.33 FEET TO THE NORTHEASTERLY MOST CORNER OF SAID EASEMENT;

THENCE SOUTH 89°05'30" EAST, A DISTANCE OF 1.23 FEET TO THE WESTERLY MOST CORNER OF THE LAND PREVIOUSLY DESCRIBED AND DESIGNATED PARCEL 1, SAID POINT IS ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 42°43'25" WEST, THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°21'40" AN ARC LENGTH OF 13.39 FEET;

THENCE ALONG THE NORTHERLY BOUNDARY OF THE PREVIOUSLY DESCRIBED AND DESIGNATED PARCEL 1 NORTH 85°38'15" EAST A DISTANCE OF 261.52 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS TAKEN AS NORTH 00°54'30" EAST, TAKEN BETWEEN THE WEST MONUMENTS OF LOT 8, AS SHOWN ON SUBDIVISION 4940, RECORDED IN BOOK 207, PAGE 38 OF MAPS.

Containing 1.13 Acres, more or less.

**Attach to LD 2102-01-10104**

**Project: Former Antioch Service Center Lot Line Adjustment – Remediation**

Area 2, Diablo

Land Service Office: San Francisco

Operating Department: Remediation

USGS location (BASE and MERIDIAN and T, R, S, & QQ): T2N, R1E, S27, MDB

FERC License Number(s): N/A

PG&E Drawing Number(s):

PLAT NO.

LD of any affected documents:

LD of any Cross-referenced documents:

TYPE OF INTEREST: 1

SBE Parcel Number: 076-010-035-4

(For Quitclaims, % being quitclaimed); N/A

PM #: 8042531

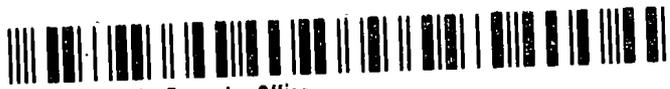
JCN:

County: Contra Costa County

Utility Notice Numbers: N/A

851 Approval Application No: N/A, Already Deemed Surplus Property

Prepared By: NPL2



CONTRA COSTA Co Recorder Office  
 JOSEPH CANCIAMILLA, Clerk - Recorder  
**DOC - 2017 - 0039192 - 00**  
 Check Number  
 Monday, MAR 06, 2017 10:35:49  
 MOD \$11.00 REC \$21.00 FTC \$10.00  
 RED \$1.00 ERD \$1.00  
 Till Pd \$44.00 Nbr-0002863743



mom / R3 / 1-11

**RECORDING REQUESTED BY:**  
 Pacific Gas and Electric Company  
 3401 Crow Canyon Road  
 San Ramon, California 94583

**WHEN RECORDED, MAIL TO:**  
 Pamela C. Creedon, Executive Officer  
 California Regional Water Quality Control Board, Central Valley Region  
 11020 Sun Center Drive, #200  
 Rancho Cordova, California 95670-6114

2

**COVENANT AND AGREEMENT TO RESTRICT USE OF PROPERTY  
 ENVIRONMENTAL RESTRICTION**

**(Re: Parcel B of Former PG&E Antioch Service Yard**

**Southeast corner of the intersection of Buchanan and Sommersville Roads, Antioch,  
 Contra Costa County, California;  
 A Portion of Assessor's Parcel 076-010-035)**

This Covenant and Agreement ("Covenant") is made by and between Pacific Gas and Electric Company ("PG&E," or the "Covenantor"), and the California Regional Water Quality Control Board, Central Valley Region ("Regional Water Board"). Collectively the Covenantor and the Regional Water Board are referred to as the "Parties." The property, which is situated in the City of Antioch and the County of Contra Costa, State of California and described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"), is owned by the Covenantor. The Covenantor is authorized to enter into this Covenant.

Pursuant to Civil Code Section 1471 and Water Code Sections 13304 and 13307.1, the Regional Water Board has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of potential risk related to the possible presence on the land of hazardous materials, as defined in Health & Safety Code ("H&SC") Section 25260. Accordingly, use of the Property shall be restricted as set forth in this Covenant.

## ARTICLE I

### STATEMENT OF FACTS

1.01 Property Description. The Property, totaling approximately 4.77 acres, is depicted as Parcel B in Exhibit B and described in Exhibit A.

1.02 Soil and Groundwater Conditions. Contaminants at the Property include petroleum hydrocarbons (diesel and heavier ends) in groundwater, which is first encountered at 85 feet below ground surface. The conditions at the Property are more extensively described in the Focused Feasibility Study (FFS) submitted on Covenantor's behalf to the Regional Water Board on June 17, 2015. The FFS can be found on the Regional Water Board's Geotracker website under the "Site Maps/Documents" tab for the Property.

## ARTICLE II

### DEFINITIONS

2.01 Regional Water Board or RWQCB. "Regional Water Board" shall mean the Regional Water Quality Control Board, Central Valley Region, and shall include its successor agencies, if any.

2.02 Owner. "Owner" means Pacific Gas and Electric Company, its successors in interest, including heirs and assigns, who at any time hold title to or an ownership interest in all or any portion of the Property, during the time of such ownership.

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

2.04 Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, sidewalks, improved parking areas, wells, pipelines, or other utilities.

## ARTICLE III

### GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold,

hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to Civil Code Section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by the Regional Water Board; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners/Occupants. This Covenant binds all Owners/Occupants of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners/Occupants, heirs, successors, and assignees. Pursuant to Civil Code Section 1471(b), all successive Owners/Occupants of the Property are expressly bound hereby for the benefit of the State.

3.03 Written Notification of Hazardous Substance Release. Written notice of the existence of this Covenant shall be given to the buyer, lessee, or sublessee of the Property prior to the sale, lease or sublease of the Property.

3.04 Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and lease for any portion of the Property.

3.05 Conveyance of Property. The Covenantor and thereafter Owner shall, no later than thirty (30) days after any conveyance, provide written notice to the Regional Water Board of any change in ownership of the Property (excluding leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one or, if the APN has changed, the APN assigned at the time of transfer. If the new owner's Property has been assigned a different APN, each such APN that covers the Property must be provided. The Regional Water Board does not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

#### **ARTICLE IV**

#### **RESTRICTIONS**

4.01 Restrictions. The Property may not be put to any of the following uses by Owners/Occupants:

- (1) Any development or use of groundwater on the Property, including but not limited to activities such as construction of any well, extraction, use, or consumption of groundwater from wells within the boundaries of the Property. This restriction does not apply to groundwater monitoring wells.

4.02 Access for the Regional Water Board. The Regional Water Board shall have reasonable right of entry and access to the Property defined for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Regional Water Board to protect the public health or safety or the environment, including access to all monitoring wells if any, until such time as those wells are abandoned. Such access shall be during normal business hours and shall not unduly disrupt ongoing operations at the Property. The Regional Water Board shall to the extent possible provide advance notice to, and coordinate with, the Owner, lessee, or sublessee of the Property, as appropriate, regarding access requirements.

## **ARTICLE V**

### **ENFORCEMENT**

5.01 Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Regional Water Board to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Regional Water Board, shall be grounds for the Regional Water Board to pursue administrative, civil or criminal actions, as provided by law.

5.02 Nothing in this Covenant is intended to preempt the State's authority to implement and enforce applicable laws.

## **ARTICLE VI**

### **VARIANCE, TERMINATION, AND TERM**

6.01 Variance. The Owner, or any other aggrieved person, may apply to the Regional Water Board for a written variance from the provisions of this Covenant. The Regional Water

Board will grant the variance only after finding that such a variance would be protective of human health, safety and the environment.

6.02 Termination or Modification. The Owner, or any other aggrieved person, may apply to the Regional Water Board for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property.

6.03 Notices to Covenantor. Any person applying to the Regional Water Board under paragraph 6.01 or 6.02 shall provide contemporaneous notice to Covenantor.

6.04 Term. This Covenant shall continue in effect in perpetuity unless ended in accordance with the Termination paragraph above, by law, or by the State in the exercise of its discretion.

## ARTICLE VII

### MISCELLANEOUS

7.01 No Dedication or Taking. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing set forth in this Covenant shall be construed to affect a taking under state or federal law.

7.02 Notices. Whenever any person gives or serves any notice ("notice" as used here includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: when delivered, if personally delivered to the person being served or three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Regional Water Board: Executive Officer  
California Regional Water Quality Control Board  
Central Valley Region  
11020 Sun Center Drive #200  
Rancho Cordova, CA 95670-6114

To Covenantor: Pacific Gas and Electric Company  
3401 Crow Canyon Road  
San Ramon, California 94583

Attn: Mr. Kevin Sullivan, Director, Environmental Remediation

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

7.03 Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included.

7.04 Exhibits. All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.05 Statutory References. All statutory references include successor provisions.

7.06 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property during the second quarter of each year and an Annual Inspection Report shall be submitted to the Regional Water Board for its approval by August 1st of each year. The inspection shall entail evaluation of compliance with Sections 4.01 and 4.02. The annual report must include the dates, times, and names of those who conducted and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual report. If violations are noted, the annual report must detail the steps taken to return to compliance. If the Covenantor or Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Covenantor or Owner shall within 10 days of identifying any such violation, determine the identity of the party in violation, and if a violator is identified, send a letter advising the party of the violation of the Covenant and demand that the violation cease immediately. Additionally, copies of any correspondence related to the enforcement of this Covenant shall be sent to the Regional Water Board within ten (10) days of its original transmission.

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

7.10 Approvals. Where the approval or concurrence of the Regional Water Board is required under this Covenant, such approval shall not be unreasonably withheld.

Covenantor: Pacific Gas and Electric Company

By:

David Harnish

Name/Title: David Harnish/Manager, Environmental Remediation

Date:

Feb 23, 2017

Regional Water Quality Control Board, Central Valley Region:

By:

Andrew Altevogt

Name/Title: Andrew Altevogt, Assistant Executive Officer

Date:

2/14/17

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SACRAMENTO

On 2/14/2017 before me,

KIRAN LANFRANCHI-RIZZARDI, notary public  
*(space above this line is for name and title of the officer/notary),*

personally appeared ANDREW ALTEVOGT, 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,



*Kiran Lanfranchi-Rizzardi* (seal)  
Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On 2/23/2017 before me,

Molly Zimney, notary public  
*(space above this line is for name and title of the officer/notary),*

personally appeared David Harnish, 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,

 (seal)  
Signature of Notary Public



Exhibit 'A'  
PARCEL 'B'

THAT PORTION OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 1 IN THE RESOLUTION VACATING AND ABANDONING REAL PROPERTY BY THE CITY COUNCIL OF THE CITY OF ANTIOCH DATED FEBRUARY 10, 1976 AND RECORDED IN BOOK 7763 OF OFFICIAL RECORDS AT PAGE 579, CONTRA COSTA COUNTY RECORDS;

THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID DESCRIBED AND DESIGNATED PARCEL 1 AND THE SOUTHERLY CONTINUATION OF THE EASTERLY BOUNDARY OF SAID PARCEL 1 SOUTH 00°54'30" WEST, A DISTANCE OF 200.76 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SAID SOUTHERLY CONTINUATION OF THE EASTERLY BOUNDARY SOUTH 00°54'30" WEST, A DISTANCE OF 330.72 FEET TO THE SOUTHERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED DATED AUGUST 26, 1957 FROM STANDARD OIL COMPANY OF CALIFORNIA, A DELAWARE CORPORATION TO LAWRENCE J. DEE, ET UX, RECORDED SEPTEMBER 20, 1957, BOOK 3046, PAGE 526, SERIES NO. 52594, OFFICIAL RECORDS;

THENCE WESTERLY ALONG THE SAID SOUTHERLY BOUNDARY LINE NORTH 89°05'30" WEST, A DISTANCE OF 731.97 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF THE EASEMENT FOR PUBLIC PURPOSE OF STREET WIDENING AND UTILITY AND INCIDENTAL PURPOSES, RECORDED JANUARY 21, 2004 AS INSTRUMENT NO. 2004-0021183-00 OF OFFICIAL RECORDS;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY BOUNDARY NORTH 43°18'22" EAST, A DISTANCE OF 590.46 FEET TO A POINT; SAID POINT BEING 89.33 FEET FROM THE NORTHEASTERLY CORNER OF SAID EASEMENT;

THENCE LEAVING SAID SOUTHEASTERLY BOUNDARY SOUTH 61°43'06" EAST, A DISTANCE OF 229.08 FEET;

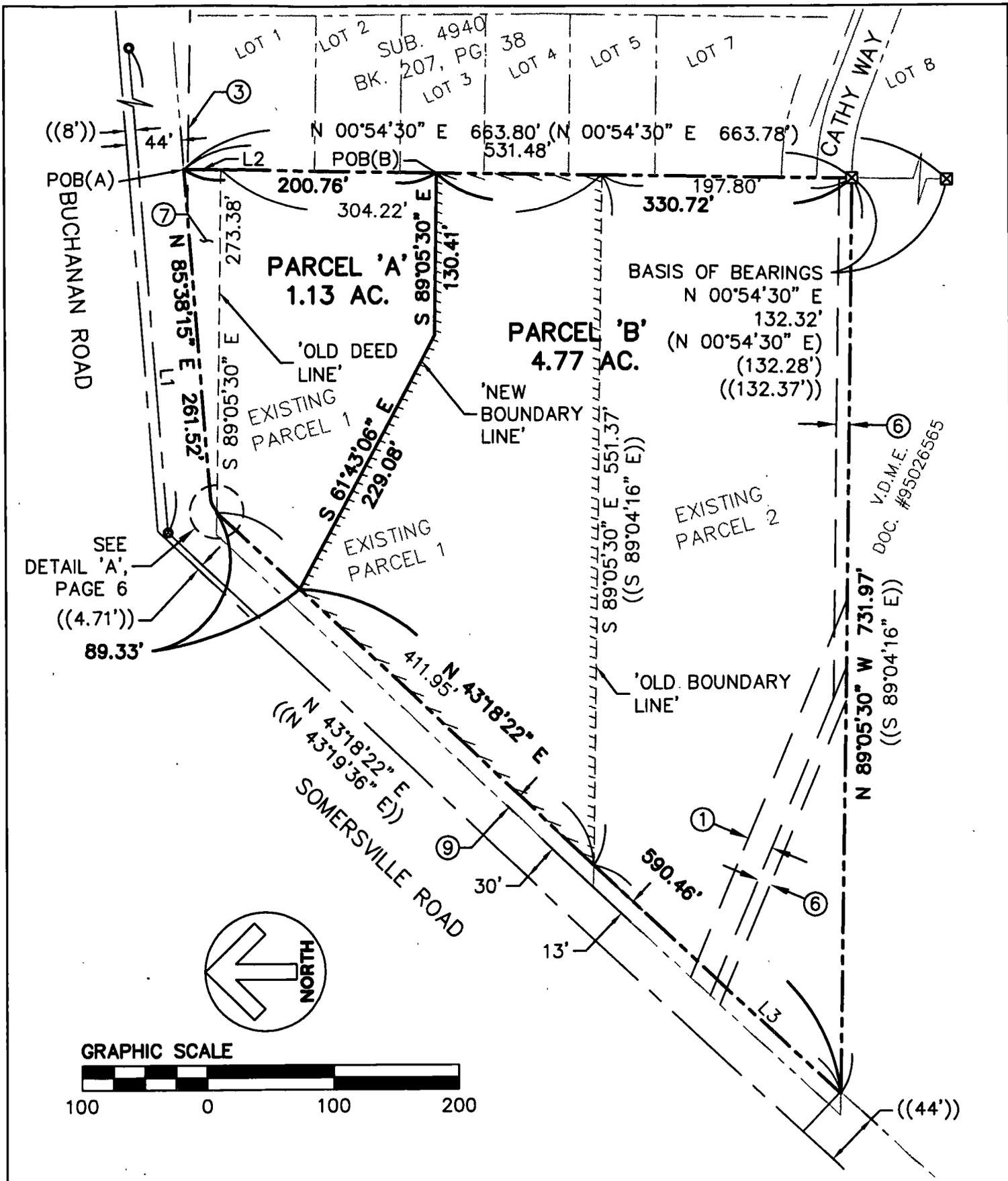
THENCE SOUTH 89°05'30" EAST, A DISTANCE OF 130.41 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS TAKEN AS NORTH 00°54'30" EAST, TAKEN BETWEEN THE WEST MONUMENTS OF LOT 8, AS SHOWN ON SUBDIVISION 4940, RECORDED IN BOOK 207, PAGE 38 OF MAPS.

Containing 4.77 Acres, more or less.

Jonathan P. Shattuck  
PLS 8940

Date



980 9TH ST  
 SUITE 1770  
 SACRAMENTO, CA 95814  
 916-556-5800  
 916-556-5899 (FAX)

Subject **PG&E LOT LINE ADJUSTMENT**  
**EXHIBIT 'B'**  
 Job No. 20148096  
 By JS Date 02/02/15 Chkd. JS  
 SHEET 5 OF 6

EXHIBIT H

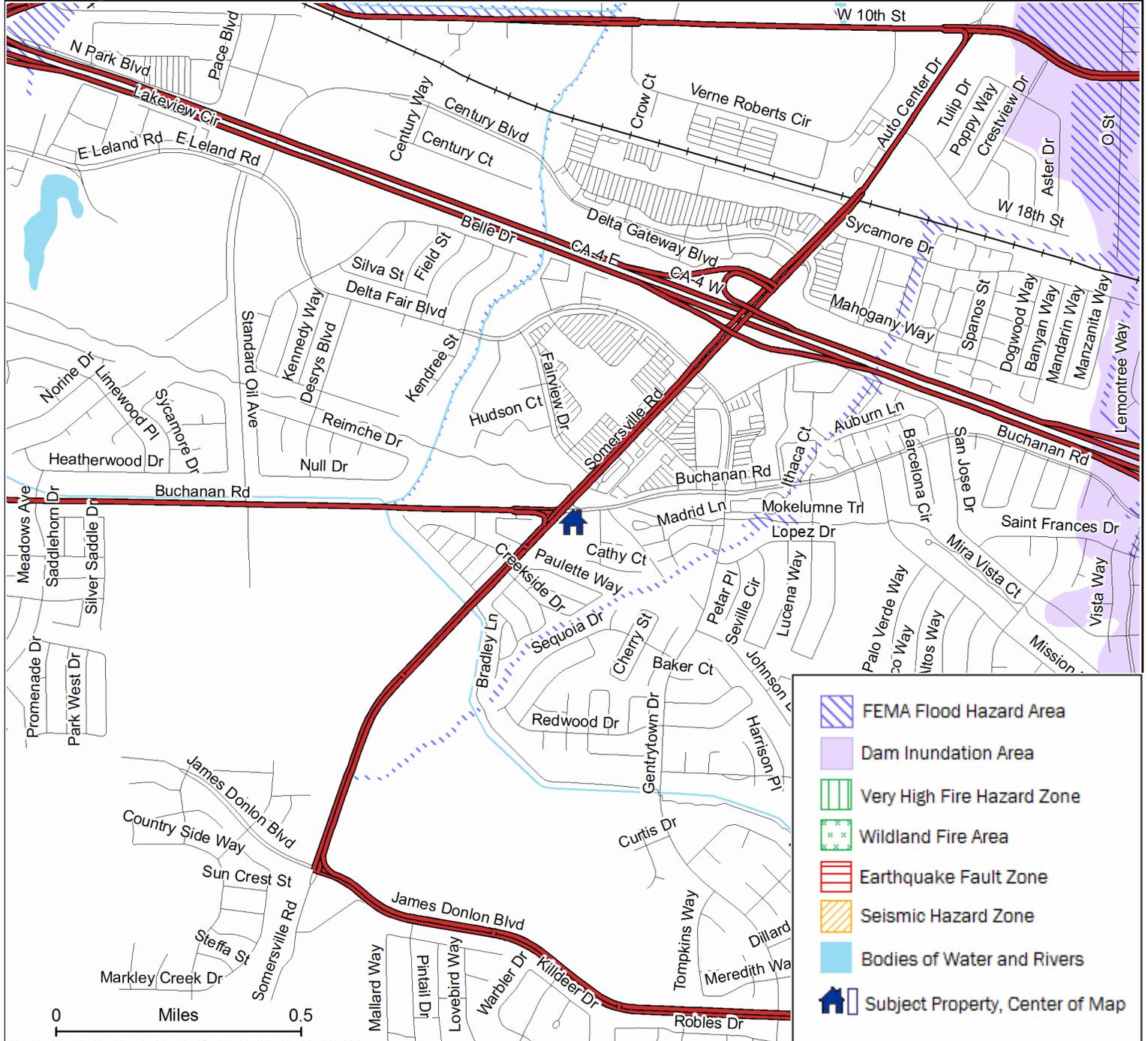
NATURAL HAZARD REPORT

(See following 56 pages)

**Property Address:** SOMMERVILLE RD  
ANTIOCH, CA 94509  
**Parcel Number:** 076-010-038-8

**Date:** 8/29/2018  
**Order Number:** 180829-00040

## Statutory Natural Hazard Disclosures



- IS  IS NOT  Located in a FEMA Special Flood Hazard Area.  
 IS  IS NOT  Located in a Dam Inundation Area.  
 IS  IS NOT  Located in a Very High Fire Hazard Severity Zone.  
 IS  IS NOT  Located in a Wildland Fire Area.  
 IS  IS NOT  Located in an Alquist-Priolo Earthquake Fault Zone.  
 \* IS  IS NOT  Located in a Seismic Hazard Zone.

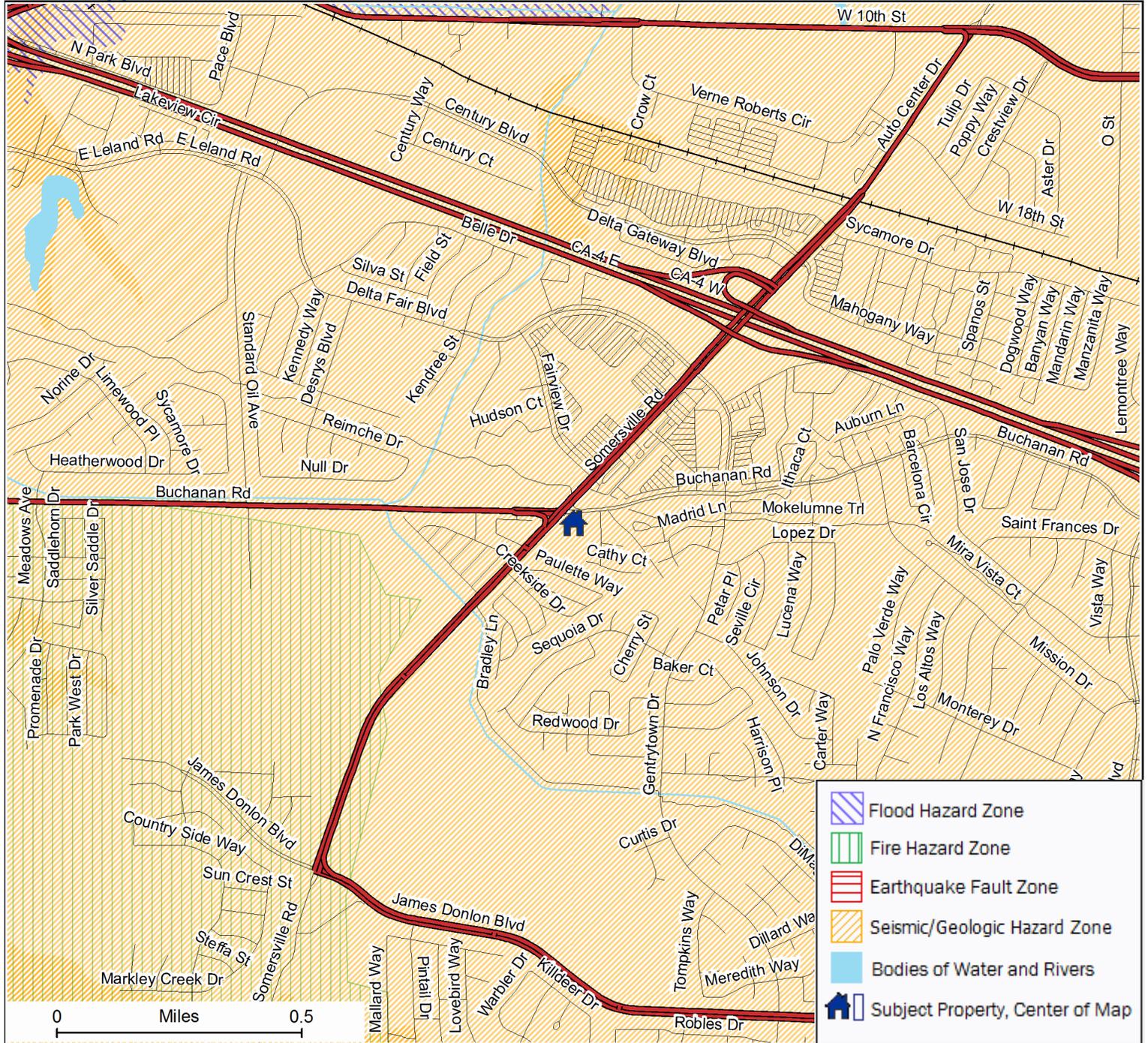
This map is for your aid in locating natural hazard areas in relation to the subject Property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. **This map is not intended for use as a substitute disclosure under California law.**

\* Please read the report for further information

**Property Address:** SOMMERVILLE RD  
ANTIOCH, CA 94509  
**Parcel Number:** 076-010-038-8

**Date:** 8/29/2018  
**Order Number:** 180829-00040

## Local/Supplemental Natural Hazard Disclosures



- IS  IS NOT  in a Supplemental Flood Hazard Zone.  
 IS  IS NOT  in a Supplemental Fire Hazard Zone.  
 IS  IS NOT  in a Supplemental Earthquake Fault Zone.  
 \* IS  IS NOT  in a Supplemental Seismic/Geologic Hazard Zone.

This map is for your aid in locating natural hazard areas in relation to the subject Property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. **This map is not intended for use as a substitute disclosure under California law.**

\* Please read the report for further information

**Property Address:** SOMMERVILLE RD  
ANTIOCH, CA 94509

**Parcel Number:** 076-010-038-8

**Date:** 8/29/2018  
**Order Number:** 180829-00040

THE RECIPIENT(S) SHOULD CAREFULLY READ THE EXPLANATION OF SERVICES, CONDITIONS, LIMITATIONS & DISCLAIMERS CONTAINED IN THIS REPORT.

**PAYMENT POLICY:** FULL PAYMENT FOR THIS REPORT IS DUE UPON CLOSE OF ESCROW. THE LIABILITY PROVISIONS OF THE REPORT DO NOT APPLY UNTIL FULL PAYMENT IS RECEIVED.

**CANCELATION POLICY:** OUR REPORT CAN ONLY BE CANCELLED IF ESCROW IS CANCELLED, OR THE TRANSFEROR/SELLER TAKES THE PROPERTY OFF THE MARKET. SIGNED ESCROW CANCELLATION INSTRUCTIONS ARE REQUIRED.

Page

## Natural Hazard Reference Maps

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### In Out Not Mapped Statutory Natural Hazard Disclosures

In	Out	Not Mapped	Statutory Natural Hazard Disclosures	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Special Flood Hazard Area designated by the Federal Emergency Management Agency	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dam Inundation / Area of Potential Flooding	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Very High Fire Hazard Severity Zone	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wildland Area That May Contain Substantial Forest Fire Risks And Hazards	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Earthquake Fault Zone	2
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Seismic Hazard - Landslide Zone	2
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Seismic Hazard - Liquefaction Zone	2

### In Out Not Mapped Local/Supplemental Natural Hazard Disclosures

In	Out	Not Mapped	Local/Supplemental Natural Hazard Disclosures	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supplemental Flood Hazard Zone	3
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supplemental Fire Hazard Zone	3
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supplemental Earthquake Fault Hazard Zone	4
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Supplemental Seismic/Geologic Hazard Zone	4

### In Out Additional Disclosures

In	Out	Additional Disclosures	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Airport Influence Area	5
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Airport Proximity	5
<input type="checkbox"/>	<input checked="" type="checkbox"/>	California Land Conservation (Williamson) Act	6
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Right to Farm	6
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Mining Operations	7

**Property Address:** SOMMERVILLE RD  
ANTIOCH, CA 94509

**Parcel Number:** 076-010-038-8

**Date:** 8/29/2018  
**Order Number:** 180829-00040

Yes	No	Environmental Information	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Identified sites with known or potential environmental concerns	8
		Environmental Sites Map and details	9
		Databases Researched	13

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\*Signatures Required

**Property Address:** SOMMERVILLE RD  
ANTIOCH, CA 94509  
**Parcel Number:** 076-010-038-8

**Date:** 8/29/2018  
**Order Number:** 180829-00040

## STATUTORY NATURAL HAZARD DISCLOSURES

Disclosure Source reviews specific public records to determine whether the property is located in any of six statutorily defined natural hazard areas described below.

### SPECIAL FLOOD HAZARD AREA

Pursuant to federal law, the Federal Emergency Management Agency (FEMA) is required to identify and designate areas that are subject to flooding as part of the National Flood Insurance Program. A "Special Flood Hazard Area" (any type Zone "A" or "V") as determined by FEMA is an area where all or a portion of the property has a 1% chance each year of being inundated by flood waters. If a property is located in a Special Flood Hazard Area, the cost and availability of flood insurance may be affected. Properties not located in a Special Flood Hazard Area are not relieved from the possibility of sustaining flood damage. A few areas are not covered by official Flood Insurance Rate Maps. If information is not available, Disclosure Source recommends that the transferee contact the local jurisdiction's planning and building department to determine the potential for flooding at the subject Property .

**Source(s) of data:** Title 42 United States Code Section 4101

Based on a review of the Flood Insurance Rate Map(s) issued by FEMA, the subject Property:

IS  IS NOT located in a Special Flood Hazard Area  Do not know and information not available

### DAM INUNDATION / AREA OF POTENTIAL FLOODING

The State of California Office of Emergency Services is required to review, approve and maintain copies of the maps that have been prepared and submitted to them by local governmental organizations, utilities or other owners of any dam in the state. The maps delineate areas of potential inundation and flooding that could result from a sudden, partial or total dam failure. Dams in many parts of the world have failed during significant earthquakes, causing flooding of those areas in the pathway of the released water. The actual risk of dam failure is not defined by the map(s). Legislation also requires, appropriate public safety agencies of any city, county, or territory of which is located in such an area, to adopt/implement adequate emergency procedures for the evacuation and control of populated areas near/below such dams.

**Source(s) of data:** Government Code Section 8589.5.

Based on a review of the official map(s) available through the State of California, Office of Emergency Services, the subject Property:

IS  IS NOT located in a Dam Inundation Zone  Do not know and information not available

### VERY HIGH FIRE HAZARD SEVERITY ZONE

The California Legislature has declared that space and structure defensibility is essential to diligent fire prevention. Further, the Director of Forestry and Fire Protection has identified areas in the state as Very High Fire Hazard Severity Zones based on consistent statewide criteria, and based on the severity of fire hazard that is expected to prevail in those areas. Determining information includes, but is not limited to: Fuel loading, terrain (slope), fire weather conditions and other relevant factors.

**Source(s) of data:** California Government Code Section 51178 and 51179

Based on a review of the official map(s) issued by the California Department of Forestry and Fire Protection, the subject Property:

IS  IS NOT located in a Very High Fire Hazard Severity Zone

### WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS / STATE FIRE RESPONSIBILITY AREA

The California Department of Forestry and Fire Protection designates State Fire Responsibility Areas (SRA) and bears the primary financial responsibility for the prevention and/or suppression of fires in these areas. A transferor of real property located within a SRA must disclose the fact that there may be a forest fire risk and hazard on the property, and the fact that the property owner may be subject to the imposition of fire mitigation measures as set forth in Public Resources Code Section 4291. The degree of hazard is not indicated within the official SRA maps. It may range from Low to Very High. The State of California collects an annual "fire prevention fee" from these owners. The collected monies will go toward a fund that will finance fire prevention activities benefiting these owners. (Note: As of July 1, 2017 the Fire Prevention Fee has been suspended through the year 2031. Owners are still responsible for the payment of SRA Fees generated before July 1, 2017.) More information about this fee may be found at [www.fire.ca.gov/firepreventionfee](http://www.fire.ca.gov/firepreventionfee)

**Source(s) of data:** California Public Resources Code Section 4125

Based on a review of the official map(s) issued by the California Department of Forestry and Fire Protection, the subject Property:

IS  IS NOT located in a State Fire Responsibility Area

**Property Address:** SOMMERVILLE RD  
ANTIOCH, CA 94509  
**Parcel Number:** 076-010-038-8

**Date:** 8/29/2018  
**Order Number:** 180829-00040

## ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE

Earthquake Fault Zone maps are delineated and compiled by the California State Geologist pursuant to the Alquist-Priolo Earthquake Fault Zoning Act. During an earthquake, structures located directly over fault zones (surface fault traces) could sustain damage as a result of a seismic event resulting from ground fault rupture (surface cracking). For the purposes of this report, an Earthquake Fault Zone is generally defined as an area approximately 1/4 mile in total width (1,320 feet) located along a known active earthquake fault. An "active" fault as defined by the State of California, Department of Conservation, Division of Mines and Geology is an earthquake fault that has produced ground surface displacement (ground surface rupture) within the last eleven thousand years.

**Source(s) of data:** California Public Resources Code Section 2622

Based on a review of the official map(s) issued by the California Department of Conservation, Division of Mines and Geology, the subject Property:

IS  IS NOT located in an Alquist-Priolo Fault Zone

## SEISMIC HAZARD ZONE

The intent of the Seismic Hazards Mapping Act of 1990 is to provide for a statewide seismic hazard mapping and technical advisory program to assist cities and counties in fulfilling their responsibilities for protecting the public health and safety from the effects of strong ground shaking, liquefaction (failure of water-saturated soil), landslides and other seismic hazards caused by earthquakes. Under this act, The California Department of Conservation is mandated to identify and map the state's most prominent earthquake hazards. Information produced by these maps is utilized (in part) by cities and counties to regulate future development. Development/Construction permits may be withheld until adequate geologic or soils investigations are conducted for specific sites, and mitigation measures are incorporated into development plans.

Seismic Hazard Zone maps delineate areas subject to earthquake hazards. New development in a Seismic Hazard Zone is only permitted if it can be shown that mitigation makes the site acceptably safe. Maps are only available for limited areas now, but will eventually cover all of California.

Earthquake-Induced Landslide Hazard Zones are areas where there has been a recent landslide, or where the local slope, geological, geotechnical, and ground moisture conditions indicate a potential for landslides as a result of earthquake shaking. Landslides zones are described as areas in which masses of rock, soil or debris have been displaced down slope by flowing, sliding or falling. The severity of a landslide depends on the underlying geology, slope and soil in the area.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a liquid-like condition of soil which sometimes occurs during strong earthquake shaking where the groundwater is shallow and soils are loose and granular (sands for example). These factors can combine to produce liquefaction in localized areas. When liquefaction occurs the soil temporarily becomes liquid-like and structures may settle unevenly. This condition can cause lateral spreading of level ground, and ground failure and sliding on slopes. Liquefaction can cause structural damage under certain geologic conditions. The type of sedimentary deposit, penetration resistance, and depth to ground water are the key factors that govern an area's susceptibility to liquefaction.

**Source(s) of data:** California Public Resources Code Section 2696

Based on a review of the official map(s) issued by the California Department of Conservation, Division of Mines and Geology, the subject Property:

IS  IS NOT located in a Landslide Hazard Zone  Map not released by state

IS  IS NOT located in a Liquefaction Hazard Zone  Map not released by state

**GOVERNMENTAL GUIDES: "HOMEOWNER'S [COMMERCIAL PROPERTY OWNER'S] GUIDE TO EARTHQUAKE SAFETY" PUBLISHED BY THE CALIFORNIA SEISMIC SAFETY COMMISSION CONTAINING IMPORTANT INFORMATION REGARDING EARTHQUAKE AND GEOLOGIC HAZARDS. THEY ARE AVAILABLE FOR DOWNLOAD AT [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS/QUAKE.ASPX](https://www.disclosuresource.com/downloads/quake.aspx)**

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## LOCAL/SUPPLEMENTAL NATURAL HAZARD DISCLOSURES

Disclosure Source has obtained maps that are both official and publicly available from city, county, and state sources which supplement the statutory natural hazard information. Disclosure Source has only reviewed maps that are available in a usable format and at an appropriate scale to delineate where hazards may exist on a single parcel basis. Disclosure Source recommends that the transferee contact the local building and planning departments to help ascertain what, if any, special requirements there might be for construction or renovation, and building code requirements for this property. The foregoing statement should be considered a part of the Disclaimers of this Disclosure Report and those Disclaimers apply to this Statement. Please refer to them for further information.

### SUPPLEMENTAL FLOOD HAZARD ZONE

Supplemental flood zones include information in addition to, or different from, the areas mapped on Flood Insurance Rate Maps by the Federal Emergency Management Agency or Dam Inundation zones as reported by the California State Office of Emergency Services. These can include tsunamis, seiches (inland lake tsunamis), runoff hazards, historical flood data and additional dike failure hazards.

If a portion or all of the property is located within one of these hazard areas, the lending institution may require flood insurance. Disclosure Source recommends that the transferee: 1) contact the lending institution to ascertain any additional requirements for flood insurance, 2) contact the insurance company to ascertain the availability and cost of the flood insurance.

Based on the maps obtained, the subject Property:

IS  IS NOT located in a supplemental Flood Hazard Zone  Do not know OR information is not available

**ADDITIONAL INFORMATION:**  
NONE

### SUPPLEMENTAL FIRE HAZARD ZONE

Local agencies may, at their discretion, include or exclude certain areas from the requirements of California Government Code Section 51182 (imposition of fire prevention measures on property owners), following a finding supported by substantial evidence in the record that the requirements of Section 51182 either are, or are not adequate or necessary for effective fire protection within the area. Any additions to these maps that the company has been able to identify and substantiate are included in this search.

There may be maps of other substantial fire hazards such as brush fires that are not subject to Section 51182. Disclosure Source has included these maps in this search.

Fire hazard zones listed here, if any, are areas which contain the condition and type of topography, weather, vegetation and structure density to increase the susceptibility to fires. In these areas, the City or County may impose strategies to enforce fire mitigation measures, including fire or fuel breaks, brush clearance, and fuel load management measures. For example, emphasis on roof type and fire-resistive materials may be necessary for new construction or roof replacement. In addition, other fire defense improvements may be demanded, including special weed abatement, brush management, and minimum clearance around structures. In most cases, if a property is in a Fire Hazard Area, insurance rates may be affected.

Based on the maps obtained, the subject Property:

IS  IS NOT located in a supplemental Fire Hazard Zone  Do not know OR information is not available

**ADDITIONAL INFORMATION:**  
NONE

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## SUPPLEMENTAL EARTHQUAKE FAULT HAZARD ZONE

Many local jurisdictions have different or higher standards than the State for the identification of earthquake faults. Those jurisdictions have created their own maps which indicate active or potentially active faults according to those standards.

Many cities and counties require geologic studies before any significant construction if a property is in or near an earthquake fault zone known to them and certain types of construction may be restricted in these areas. Disclosure Source has included official and publicly available maps indicating earthquake faults known by those jurisdictions. In some cases the company has used the description of an Earthquake Fault Zone established by the Alquist -Priolo Earthquake Fault Zone Act of approximately 1,320 feet wide to define a supplemental Fault Hazard Zone.

Based on the maps obtained, the subject Property:

IS  IS NOT located in a supplemental Fault Hazard Zone  Do not know OR information is not available

### ADDITIONAL INFORMATION:

NONE

## SUPPLEMENTAL SEISMIC/GEOLOGIC HAZARD ZONE

The California Division of Mines and Geology (DMG) has not completed the project assigned by Section 2696 of the California Public Resources Code to identify areas of potential seismic hazard within the State of California. The DMG and the US Geologic Survey (USGS) have performed many valuable studies that supplement the Section 2696 maps and fill in many missing areas. These maps are included in this search. Also included in this search are maps that indicate many hazards that may or may not be seismically related, including, but not limited to, liquefaction, landslides, debris flows, mudslides, coastal cliff instability, volcanic hazards and avalanches. A number of various geologic factors may influence the types of geologic hazards present: rainfall amounts, removal of vegetation, erosion, seismic activity, or even human activity. The severity of a geologic hazard depends on the underlying geology, slope, proximity to earthquake faults, and soil type in the area. Many cities and counties require geologic studies before any significant construction if a property is in or near a geologic hazard known to them and certain types of construction may be prohibited.

Based on the maps obtained, the subject Property:

IS  IS NOT located in a supplemental Geologic Hazard Zone  Do not know OR information is not available

### ADDITIONAL INFORMATION:

In an area of MODERATE potential for Liquefaction.

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## ADDITIONAL DISCLOSURES

### AIRPORT INFLUENCE AREA

Section 1103.4 of the California Civil Code requires notice if a property is encompassed within an airport influence area. According to Section 11010 of the Business and Professions Code, an airport influence area is defined as "an area in which current or future airport related noise, overflight, safety or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses." Disclosure Source has utilized publicly available airport influence area maps from county Airport Land Use Commissions (ALUC). Airport influence area maps can be found within a county Airport Land Use Comprehensive Plan, available to the public through most county planning departments. Some airports have not published influence area maps and the property may still be subject to some of the annoyances or inconveniences associated with proximity to airport operations. Airports physically located outside California were not included in this report.

According to airport influence maps available, the subject Property:

IS  IS NOT located in a mapped airport influence area.

If the subject property is located in an airport influence area, the following statement applies - NOTICE OF AIRPORT IN VICINITY This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

### AIRPORT PROXIMITY

California Civil Code §1102.17 states: "The seller of residential real property subject to this article who has actual knowledge that the property is adjacent to , or zoned to allow, an industrial use described in Section 731a of the Code of Civil Procedure, or affected by a nuisance created by such a use, shall give written notice of that knowledge as soon as practicable before transfer of title." Industrial use identified in Section 731a includes but is not limited to airport uses. Aircraft landing facilities listed herein, if any, consists of those owned by the United States Federal Government (Military aviation), public and privately owned civil and commercial aviation facilities; except private landing facilities (restricted public access), glider ports, and facilities that have not been assigned a current location identifier by the Federal Aviation Administration (FAA). Airports physically located outside California were not included in this report.

According to information available from the FAA the company reports the following aircraft landing facilities within two miles of the subject Property. The calculated distance can be dependent upon the size of the airport influence area, if any.

FAA ID#	FACILITY NAME	TYPE	DISTANCE
NONE			

For further information regarding any of the public aircraft landing facilities identified in this report, please contact the following agency:

**Western Pacific Region Airports Division, 15000 Aviation Blvd, #3012, Lawndale, CA 90261, (310) 725-3600**

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## CALIFORNIA LAND CONSERVATION (WILLIAMSON) ACT

The purpose of the California Land Conservation Act of 1965 (Williamson Act) is to allow local governments and private landowners to enter voluntarily into contracts to restrict the use of parcels of land of no less than 100 acres to agricultural and open space use. The landowner receives compensation for the land use restrictions in the form of reduced property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value.

A Williamson Act contract is initially for a minimum term of ten years but local jurisdictions have the option to increase the initial term up to twenty years. Williamson Act contracts run with the land and are binding on all subsequent landowners. The contract is automatically extended by one year after the tenth and subsequent years unless a request for non-renewal is filed by either party. A request for non-renewal begins a 9 year term during which the tax assessments gradually increase to the full fair market value at which time the contract is terminated. The use of the property will then be controlled by the local jurisdiction's use and zoning laws.

Williamson Act contracts can be canceled only by the landowner's petition; however the minimum penalty for canceling a contract is 12.5 percent of the unrestricted, fair market value of the property. To approve a tentative contract cancellation, a county or city must make specific findings that are supported by substantial evidence. The existence of an opportunity for another use of the property or the uneconomic character of an existing agricultural use shall not, by itself, be a sufficient reason to cancel a contract.

There are penalties for breach of a contract, caused by the owner intentionally using the land for other than agriculture or making the land unusable for the contracted purposes. The penalties for breach of contract are as much as 25% of the unrestricted fair market value of the land rendered incompatible, plus 25% of the value of any building and any related improvements on the contracted land that cause the breach of contract. If a local jurisdiction allows a contract to be canceled and the State determines that there is a breach of contract, the penalties may be reduced, but not to less than 12.5% of the value of the land.

Contact the planning department to obtain information on requirements for entering into a Williamson Act contract and the uses allowed. Local government uniform rules and the specific Williamson Act contract can be more restrictive than the Williamson Act Government Code provisions.

For more information contact the Department of Conservation, Division of Land Resource Protection at 916-324-0850 or visit its website <http://www.conservation.ca.gov/dlrp/lca>. The county assessor's office also maintains information on parcels affected by the Williamson Act.

According to available maps from The California Department of Conservation, the subject Property:

IS  IS NOT in a Williamson Act Zone as depicted on the map.

## RIGHT TO FARM

California Civil Code section 1103.4 requires notice if a property is presently located within one mile of a parcel of real property designated as "Prime Farmland," "Farmland of Statewide Importance," "Unique Farmland," "Farmland of Local Importance," or "Grazing Land" on the most current county-level GIS "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection, and if so, accompanied by the following notice:

NOTICE OF RIGHT TO FARM This property is located within one mile of a farm or ranch land designated on the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to, noise, odors, dust, light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides, and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

According to the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection, the subject Property:

IS  IS NOT located within one mile of a farm or ranch land.

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## MINING OPERATIONS

The California Department of Conservation, Office of Mine Reclamation, maintains a database of map coordinate data submitted annually by mine operators in the State. Section 1103.4 of the California Civil Code requires notice if a property is within one mile of a mine operation for which the mine owner or operator has reported map coordinate data to the Office of Mine Reclamation, pursuant to Section 2207 of the Public Resources Code. ( Note: Not all mine operators have provided map coordinate data to the Office of Mine Reclamation )

According to the database maintained by the California Department of Conservation, Office of Mine Reclamation, the subject Property:

IS  IS NOT located within one mile of a mine operation.

If the subject Property is within one mile of a mine, the following statement applies - NOTICE OF MINING OPERATIONS:

This property is located within one mile of a mine operation for which the mine owner or operator has reported mine location data to the Department of Conservation pursuant to Section 2207 of the Public Resources Code. Accordingly, the property may be subject to inconveniences resulting from mining operations. You may wish to consider the impacts of these practices before you complete your transaction .

In addition to active mines, California's landscape contains tens of thousands of abandoned mine sites. Many of these mines were immediately abandoned when insufficient minerals were found or when poor economics of the commodity made mining unprofitable. It is estimated that the majority of abandoned mines possess serious physical safety hazards, such as open shafts or adits (mine tunnel), while many others pose environmental hazards. Thousands of sites have the potential to contaminate surface water, groundwater, or air quality. Some are such massive problems as to earn a spot on the Federal Superfund list.

In the interest of environmental and public health and safety, the Department of Conservation (DOC) undertook a three-year effort to determine "the magnitude and scope of the abandoned mine problem in California." An inventory of abandoned mines was accomplished, culminating in a report to the Governor and Legislature. Prior to that effort, the number of abandoned mines reported was based solely on legacy databases and ranged from a low of 7,000 to a high of 20,000 abandoned mines. The DOC shows there are more than 47,000 abandoned mines statewide.

The reports, maps, and additional information on abandoned mines are available at the California Department of Conservation, Office of Mine Reclamation [http://www.conservation.ca.gov/OMR/abandoned\\_mine\\_lands/](http://www.conservation.ca.gov/OMR/abandoned_mine_lands/). The State of California, Department of Conservation makes no warranty, express or implied, as to the accuracy of these data or the suitability of the data for any particular use. Distribution of these data is intended for informational purposes and should not be considered authoritative or relied upon for navigation, engineering, legal, or other site-specific uses, including but not limited to the obligations of transferors of real property and their disclosure obligations under California law.

Parties with concerns about the existence or impact of abandoned mines in the vicinity of the property should contact the State Office of Mine Reclamation at: <http://www.conservation.ca.gov/OMR> and/or the local Engineering, Planning or Building Departments in the county where the property is located.

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## ENVIRONMENTAL INFORMATION

### IDENTIFIED SITES WITH KNOWN OR POTENTIAL ENVIRONMENTAL CONCERNS

The "Environmental Sites Summary" is divided into three categories: A, B, and C.

Category A: Sites listed with known environmental concerns/contamination. The locations of these sites are researched within a one (1) mile radius of the subject property.

Category B: Sites possessing the potential to release hazardous substances into the environment. These facilities are permitted to generate, treat, store, or dispose of hazardous substances. Locations of these sites are researched within a one-half (1/2) mile radius of the subject property.

Category C: Sites that have Underground Storage Tanks (UST) registered with the appropriate agencies. The locations of these sites are researched within one-eighth (1/8) mile radius of the subject property.

#### ENVIRONMENTAL SITES SUMMARY

Up to 1/8 Mile

1/8 to 1/2 Mile

1/2 to 1 Mile

#### CATEGORY A: SITES WITH KNOWN ENVIRONMENTAL CONCERNS

 U.S. EPA National Priority / Superfund List (NPL)	0	0	0
 Hazardous Waste Sites with Corrective Action (CORRACTS)	0	0	0
 State Priority List (SPL)	1	0	4

#### CATEGORY B: SITES WITH POTENTIAL ENVIRONMENTAL CONCERNS

 Treatment, Storage, Disposal and Generators (TSDG)	1	10	
 Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)	0	0	
 No Further Remedial Action Planned (NFRAP)	0	0	
 Leaking Underground Storage Tanks (LUST)	3	5	
 Solid Waste Landfills, Tire Disposal Centers, or Transfer Stations (SWLF)	0	0	

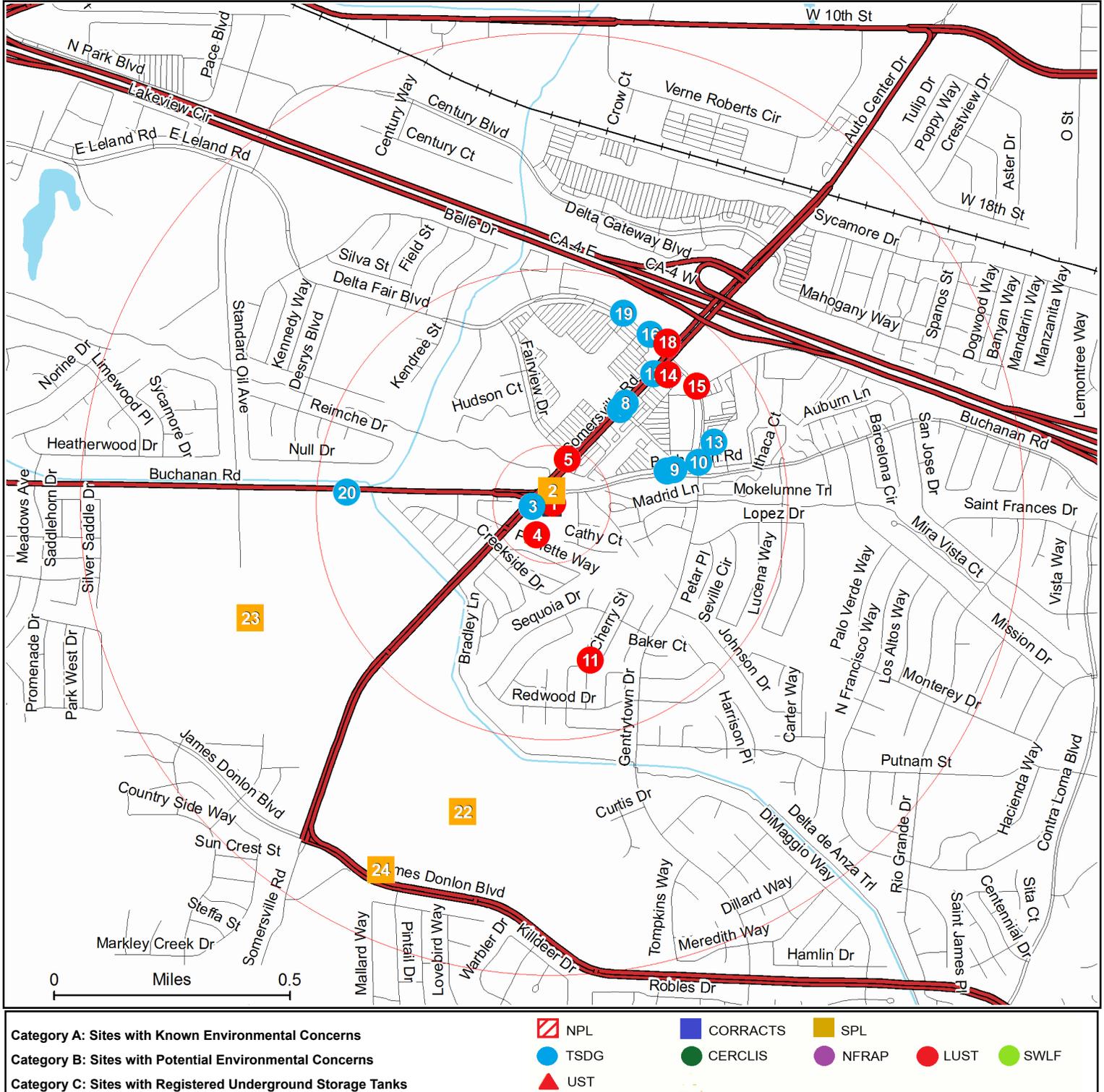
#### CATEGORY C: SITES WITH REGISTERED UNDERGROUND STORAGE TANKS

 Registered Underground Storage tank(s) (UST)	0		
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## Environmental Sites



This map is for your aid in locating environmental hazard sites in relation to the subject property described above. Please verify street address and /or assessors' parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (expressed or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. Most sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated site. Some NPL sites are depicted by polygons approximating their location and size. The boundaries of the polygons may be different than the actual areas of these sites and may include contaminated areas outside of the listed site. A property may be affected by contamination or environmental hazards that have not been identified on any of the databases researched for this report.

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## Category A: SITES WITH KNOWN ENVIRONMENTAL CONCERNS

Refer to the pages following the site records for contact information and status definitions.

### NATIONAL PRIORITY LIST / SUPERFUND SITES (NPL)

NONE

### HAZARDOUS WASTE SITES WITH CORRECTIVE ACTION (CORRACTS)

NONE

### STATE PRIORITY LIST SITES (SPL)

<b>Record ID#</b>	<b>2</b>	Distance/Direction:	0.03 miles N
Site Name:	PACIFIC GAS & ELECTRIC/JWP		
Address:	SOMERSVILLE AND BUCHANAN ROADS ANTIOCH, CA 94509		
Status:	REFER: RWQCB		
<b>Record ID#</b>	<b>21</b>	Distance/Direction:	0.68 miles S
Site Name:	ANTIOCH A B F		
Address:	JAMES DONLON BLVD, EAST OF SOMERSVILLE ANTIOCH, CA 94509		
Status:	REFER: RWQCB		
<b>Record ID#</b>	<b>22</b>	Distance/Direction:	0.68 miles S
Site Name:	GBF / PITTSBURG DUMPS		
Address:	SOMERSVILLE RD & JAMES DONLON BLVD ANTIOCH, CA 94509		
Status:	ACTIVE		
<b>Record ID#</b>	<b>23</b>	Distance/Direction:	0.68 miles W
Site Name:	LOS MEDANOS TANK FARM		
Address:	2360 BUCHANAN RD PITTSBURG, CA 94565		
Status:	ACTIVE		
<b>Record ID#</b>	<b>24</b>	Distance/Direction:	0.86 miles SW
Site Name:	SORRENTO VILLAGE		
Address:	NE CORNER OF SOMERSVILLE RD. & JAMES DONLON BLVD. ANTIOCH, CA 94509		
Status:	ACTIVE		

## Category B: SITES WITH POTENTIAL ENVIRONMENTAL CONCERNS

Refer to the pages following the site records for contact information and status definitions.

### TREATMENT, STORAGE, DISPOSAL AND GENERATORS SITES (TSDG)

<b>Record ID#</b>	<b>3</b>	Distance/Direction:	0.04 miles W
Site Name:	EXXON RAS 73982		
Address:	2101 SOMMERSVILLE RD ANTIOCH, CA 94509		
<b>Record ID#</b>	<b>6</b>	Distance/Direction:	0.25 miles NE
Site Name:	ANTIOCH ENVIRONMENTAL INC		
Address:	1831 SOMERSVILLE RD ANTIOCH, CA 0		
<b>Record ID#</b>	<b>7</b>	Distance/Direction:	0.26 miles E
Site Name:	DELTA FAIR CLEANERS		
Address:	2362 BUCHANAN RD ANTIOCH, CA 94509		

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<b>Record ID#</b>	<b>8</b>	Distance/Direction:	0.27 miles NE
Site Name:	ANTIOCH CHRYSLER JEEP DODGE		
Address:	1810 AUTO CENTER DR ANTIOCH, CA 94509		
<b>Record ID#</b>	<b>9</b>	Distance/Direction:	0.27 miles E
Site Name:	PHOTO HOUSE		
Address:	2350 BUCHANAN RD ANTIOCH, CA 94509		
<b>Record ID#</b>	<b>10</b>	Distance/Direction:	0.32 miles E
Site Name:	WENTLING CAMERA AND VIDEO		
Address:	2590 DELTA FAIR BLVD STE 62 ANTIOCH, CA 94509		
<b>Record ID#</b>	<b>12</b>	Distance/Direction:	0.35 miles NE
Site Name:	JIMS CALIFORNIA AUTO BODY EAST		
Address:	1705 SOMERSVILLE RD ANTIOCH, CA 94509		
<b>Record ID#</b>	<b>13</b>	Distance/Direction:	0.37 miles E
Site Name:	JS VALUE CLEANERS		
Address:	2958 DELTA FAIR BLVD ANTIOCH, CA 94509		
<b>Record ID#</b>	<b>16</b>	Distance/Direction:	0.42 miles NE
Site Name:	KAISER ANTIOCH MEDL OFS BLVD		
Address:	3400 DELTA FAIR BLVD ANTIOCH, CA 94509		
<b>Record ID#</b>	<b>19</b>	Distance/Direction:	0.43 miles N
Site Name:	KAISER ANTIOCH MEDL OFS BLVD		
Address:	3400 DELTA FAIR BLVD ANTIOCH, CA 94509		
<b>Record ID#</b>	<b>20</b>	Distance/Direction:	0.43 miles W
Site Name:	CHEVRON PIPE LINE COMPANY		
Address:	2360 BUCHANAN ROAD PITTSBURG, CA 94565		

**COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY INFORMATION SYSTEM SITES (CERCLIS)**  
NONE

**NO FURTHER REMEDIAL ACTION PLANNED SITES (NFRAP)**  
NONE

**LEAKING UNDERGROUND STORAGE TANK SITES (LUST)**

<b>Record ID#</b>	<b>1</b>	Distance/Direction:	0 miles NE
Site Name:	PG&E ANTIOCH SERVICE YARD NORTHERN PARCEL		
Address:	SOMERSVILLE AND BUCHANAN RD ANTIOCH, CA 0		
Status:	OPEN - REMEDIATION		
<b>Record ID#</b>	<b>4</b>	Distance/Direction:	0.07 miles SW
Site Name:	PG&E ANTIOCH SERVICE YARD SOUTHERN PARCEL		
Address:	SOMERSVILLE AND BUCHANAN RD ANTIOCH, CA 94509		
Status:	COMPLETED - CASE CLOSED		

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<b>Record ID#</b>	<b>5</b>	Distance/Direction:	0.1 miles N
Site Name:	FORMER SOMERSVILLE ARCO SERVICE STATION		
Address:	2698 SOMERSVILLE ROAD ANTIOCH, CA 0		
Status:	INFORMATIONAL ITEM		
<b>Record ID#</b>	<b>11</b>	Distance/Direction:	0.34 miles S
Site Name:	RESERVOIR 50		
Address:	UNKNOWN ANTIOCH, CA 0		
Status:	COMPLETED - CASE CLOSED		
<b>Record ID#</b>	<b>14</b>	Distance/Direction:	0.37 miles NE
Site Name:	EXXON #7-3982		
Address:	2101 SOMERSVILLE RD ANTIOCH, CA 94509		
Status:	COMPLETED - CASE CLOSED		
<b>Record ID#</b>	<b>15</b>	Distance/Direction:	0.4 miles NE
Site Name:	FORMER DICK KANE MOTORS		
Address:	3100 DELTA FAIR BLVD ANTIOCH, CA 94509		
Status:	COMPLETED - CASE CLOSED		
<b>Record ID#</b>	<b>17</b>	Distance/Direction:	0.42 miles NE
Site Name:	SHELL SS (EX-TEXAXO/REGAL)		
Address:	2010 AUTO CENTER DRIVE ANTIOCH, CA 94509		
Status:	COMPLETED - CASE CLOSED		
<b>Record ID#</b>	<b>18</b>	Distance/Direction:	0.42 miles NE
Site Name:	SHELL		
Address:	2010 SOMERSVILLE RD ANTIOCH, CA 94531		
Status:	COMPLETED - CASE CLOSED		

**SOLID WASTE LANDFILLS, TIRE DISPOSAL CENTERS, OR TRANSFER STATIONS SITES (SWLF)**  
NONE

**Category C: SITES WITH REGISTERED UNDERGROUND STORAGE TANKS**

Refer to the pages following the site records for contact information.

**REGISTERED UNDERGROUND STORAGE TANKS SITES (UST)**

NONE

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## EXPLANATION OF DATABASES RESEARCHED

The Explanation of Databases Researched identifies and provides details on the information sources used to create the report. It also defines the acronyms and certain environmental terminology used throughout the report.

Due to the limitations, constraints, inaccuracies and incompleteness of government information and computer mapping data currently available to Disclosure Source, certain conventions have been utilized in preparing the locations of all federal, state, and local agency sites. Most sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated site. Some NPL sites are depicted by polygons approximating their location and size. The boundaries of the polygons may be different than the actual areas of these sites and may include contaminated areas outside of the listed site. A property may be affected by contamination or environmental hazards that have not been identified on any of the databases researched for this report.

### Category A: Sites With Known Environmental Concerns

#### U.S. EPA National Priority/Superfund List (NPL)

The U.S. Environmental Protection Agency (EPA) maintains a list of sites that fall under the Superfund program. The Superfund program was designed to provide federal resources to assist in facilitating remediation of the United States most environmentally impacted sites (based on the severity of the substance problem identified). Any site identified in this database will require remedial action or a final investigation prior to being removed from the National Priority List.

Specific questions regarding these sites should be directed to the U.S. EPA. Regional office location: 75 Hawthorne Street, San Francisco, CA 94105. (866) 372-9378. To see detailed information on specific sites go to: <https://www.epa.gov/superfund/search-superfund-sites-where-you-live>.

#### Hazardous Waste Sites with Corrective Action (CORRACTS)

The Resource Conservation and Recovery Act Information (RCRAInfo) is a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to regulatory environmental agencies. CORRACTS Sites on this list are facilities that have reported violations and are subject to corrective actions.

For further information contact The United States Environmental Protection Agency. Regional office location: 75 Hawthorne Street, San Francisco, CA 94105, (866) 372-9378 or visit: <http://www.epa.gov/enviro/facts/rcrainfo/search.html>.

#### State Priority List (SPL)

The California Department of Toxic Substances Control's (DTSC's) database EnviroStor, is an online search tool for identifying sites that are known to be contaminated with hazardous substances as well as sites where further studies may reveal problems. EnviroStor is used primarily by DTSC's staff as an informational tool to evaluate and track activities at sites that may have been affected by the release of hazardous substances. For the purpose of this section Disclosure Source includes sites listed in the Cleanup Sites program of EnviroStor.

For more information on a specific site contact: The California Department of Toxic Substances Control 1001 I Street Sacramento, CA 95814, (916) 323-3400 or visit: <http://www.envirostor.dtsc.ca.gov/public/search.asp?basic=True>.

### Category B: Sites With Potential Environmental Concerns

#### Treatment, Storage, Disposal, Generators (TSDG)

The Resource Conservation and Recovery Act Information (RCRAInfo) is a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to regulatory environmental agencies. These sites are facilities that treat, store, dispose of or generate hazardous materials.

Specific questions regarding a particular site should be addressed to: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, (866) 372-9378 or visit: <https://echo.epa.gov/facilities/facility-search>.

#### Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)

The Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. Disclosure Source gathers data from the EPA's Superfund Enterprise Management System (SEMS).

For further information on sites found within this database, please contact: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, or the Superfund Information Center at (800) 424-9346 or visit: <https://cumulis.epa.gov/supercpad/CurSites/srchsites.cfm>.

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### No Further Remedial Action Planned (NFRAP)

CERCLIS sites that to the best of EPA's knowledge, assessment has been completed and it has been determined that no further steps will be taken to list these sites on the National Priorities List (NPL). This decision does not necessarily mean that there are no hazards associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Additional information is available from: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, (866) 372-9378. Archived site status reports can be downloaded at <https://www.epa.gov/superfund/list-8-archived-site-inventory>.

### Leaking Underground Storage Tank (LUST)

The State Water Resources Control Board maintains a database of sites with leaking underground storage tanks. Leaking underground storage tanks are a major source of soil and ground water contamination. It is noteworthy to impart the fact that leaking tank information is rarely removed from the State Water Resources Control Board's Underground Storage Tank database.

For further information concerning leaking tanks, contact: The State of California Environmental Protection Agency State Water Resources Control Board, Office of Underground Storage Tanks, 1001 I Street, Sacramento, CA 95814, (916) 341-5851 or visit: <http://geotracker.waterboards.ca.gov/search.asp>.

### Solid Waste Land Fills, Tire Disposal Centers, or Transfer Stations (SWLF)

Sites classified as Solid Waste Landfills include: landfills (both active and inactive), incinerators, transfer stations, recycling centers, and other facilities where solid waste is treated or stored. The California Integrated Waste Management Board maintains a database on solid waste facilities, operations, and disposal sites throughout the state of California referred to as the Solid Waste Information System (SWIS).

For further information pertaining to Solid Waste Landfills, contact: The State of California, Integrated Waste Management Board, 8800 Cal Center Drive, Sacramento, California 95826, (916) 341-6000 or visit: <http://www.calrecycle.ca.gov/SWFacilities/Directory/search.aspx> or <http://geotracker.waterboards.ca.gov/search.asp>.

Disclosure Source also includes sites listed in the Hazardous Waste Facilities program of DTSC's EnviroStor database.

For more information on a specific site contact: The California Department of Toxic Substances Control 1001 I Street Sacramento, CA 95814, (916) 323-3400 or visit: <http://www.envirostor.dtsc.ca.gov/public/search.asp?basic=True>.

## Category C: Sites With Registered Underground Storage Tanks

### Registered Underground Storage Tanks (UST)

The State Water Resources Control Board maintains a database of sites with registered underground storage tanks.

For further information concerning underground storage tanks, contact: The State of California Environmental Protection Agency State Water Resources Control Board, Office of Underground Storage Tanks, 1001 I Street, Sacramento, CA 95814, (916) 341-5851 or visit:

<http://geotracker.waterboards.ca.gov/search.asp>.

### Potential Status Field Definitions:

**Abandoned:** A site that has ceased accepting waste but is not closed pursuant to applicable statutes, regulations and local ordinances in effect at that time, and where there is no responsible party as determined by the local enforcement agency and board.

**Absorbed:** An operational status used only when existing facilities (permitted facilities) are being combined into a single.

**Active:** Identifies that an investigation and/or remediation is currently in progress and that DTSC is actively involved, either in a lead or support capacity. Or a facility/operation currently accepting, handling, processing, or disposing waste.

**ACW (Asbestos Containing Waste) Disposal Site:** A solid waste landfill that accepts asbestos containing waste.

**Backlog:** Identifies non-active sites which DTSC is not currently investigating or remediating. These sites generally become active when staff and /or financial resources are available. Priorities for placing a site on backlog status versus active are based on the degree of long-term threat posed by the property. Before placing a property on backlog status, DTSC considers whether interim actions are necessary to protect the public and the environment from any immediate hazard posed by the property. Often there are no parties available to fund the full cleanup of these properties.

**Border Zone/Haz Waste Property (BZP/HWP):** Identifies properties that went through the Border Zone Property or Hazardous Waste Property process of evaluation. Potential Border Zone properties are located within 2,000 feet of a significant disposal of hazardous waste; Hazardous Waste Property facilities/sites have a significant disposal of hazardous waste.

**Case Closed:** The Regional Board and the Local Agency have determined that no further work is necessary at the site.

**Certified:** Identifies completed sites with previously confirmed release that are subsequently certified by DTSC as having been remediated satisfactorily under DTSC oversight.

**Certified Operation & Maintenance:** Identifies sites that have certified cleanups in place but require ongoing Operation and Maintenance (O&M) activities. The Certified O&M status designation means that all planned activities necessary to address the contamination problems have been implemented. However, some of these remedial activities (such as pumping and treating contaminated groundwater) must be continued for many years before complete cleanup will be achieved. Prior to the Certified O&M designation, all institutional controls (e.g., land use restrictions) that are necessary to protect public health must be in place.

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**Clean closed:** A solid waste disposal site that has documentation of the removal of solid waste on file with the Board. When a site is clean closed, the site is considered to cease to exist as a solid waste disposal site, but records are kept to document the status of the site.

**Closed:** A solid waste facility, site or operation that has ceased accepting, handling, or disposing of waste (and is not inactive) and/or has documentation that closure was conducted in accordance with applicable statutes, regulations, and local ordinances in effect at the time.

**Closing:** A site that has ceased accepting waste and is undergoing closure consistent with an approved final closure plan. Closing applies to landfills or disposal sites undergoing closure operations pursuant to closure plan development and implementation up to certification of closure.

**Completed - Case Closed:** A closure letter or other formal closure decision document has been issued for the site.

**Completed - Case Closed/No Monitoring:** A land disposal site that ceased accepting waste and was closed in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure. The land disposal site was monitored for at least thirty years and Water Board staff has determined that wastes no longer pose a threat to water quality.

**Excluded:** A waste tire site that does not meet the definition of a major or minor waste tire facility.

**Deleted:** Deleted from the Final NPL.

**Final:** Currently on the Final NPL.

**Hazardous Waste Border Zone Property (HWP/BZP):** Potential Border Zone properties are located within 2,000 feet of a significant disposal of hazardous waste, and hazardous waste property sites having significant disposal of hazardous waste.

**Hazardous Waste Disposal Land Use (NOT BZP/HWP):** Identifies facilities/sites that went through the Hazardous Waste or Border Zone Property process and entered into voluntary deed restrictions, but were not formally designated as either a "Border Zone" or "Hazardous Waste Property".

**Inactive - Action Required:** Identifies non-active sites where, through a Preliminary Endangerment Assessment (PEA) or other evaluation, DTSC has determined that a removal or remedial action or further extensive investigation is required.

**Inactive - Needs Evaluation:** Identifies non-active sites where DTSC has determined a PEA or other evaluation is required.

**No Action Required:** Identifies sites where a Phase I Environmental Assessment was completed and resulted in a no action required determination.

**No Further Action:** Identifies completed sites where DTSC determined after investigation, generally a PEA (an initial assessment), that the property does not pose a problem to public health or the environment.

**Non-Operating:** A Treatment, Storage, Disposal or Transfer Facility (TSDTF) with no operating hazardous waste management unit(s).

**Non-Operating Permit:** A facility that has received a hazardous waste facility permit but, has no hazardous waste management operating unit(s). This could be a post-closure permit.

**Not Currently Regulated:** Never regulated by the Board or no longer subject to the Board's regulation. In the case of waste tire locations below 500 tires or tire facilities that have reduced the tire count to under 500.

**Not Proposed:** Not on the NPL.

**Not Reported:** The status was not reported by the Lead Agency.

**Open - Assessment & Interim Remedial Action:** An "interim" remedial action is occurring at the site AND additional activities such as site characterization, investigation, risk evaluation, and/or site conceptual model development are occurring.

**Open - Eligible for Closure:** Corrective action at the Site has been determined to be completed and any remaining petroleum constituents from the release are considered to be low threat to Human Health, Safety, and the Environment.

**Open - Inactive:** No regulatory oversight activities are being conducted by the Lead Agency.

**Open - Remediation:** An approved remedy or remedies has/have been selected for the impacted media at the site and the responsible party (RP) is implementing one or more remedy under an approved cleanup plan for the site.

**Open - Closed/with Monitoring:** A land disposal site that has ceased accepting waste and was closed in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure.

**Open - Closing/with Monitoring:** A land disposal site that is no longer accepting waste and is undergoing all operations necessary to prepare the site for post-closure maintenances in accordance with an approved plan for closure.

**Open - Inactive:** A land disposal site that has ceased accepting waste but has not been formally closed or is still within the post closure monitoring period.

**Open - Operating:** A land disposal site that is accepting waste.

**Open - Proposed:** A land disposal site that is in the process of undergoing the permit process from several agencies.

**Open - Site Assessment:** Site characterization, investigation, risk evaluation, and/or site conceptual model development are occurring at the site. Examples of site assessment activities include, but are not limited to, the following: 1) identification of the contaminants and the investigation of their potential impacts; 2) determination of the threats/impacts to water quality; 3) evaluation of the risk to humans and ecology; 4) delineation of the nature and extent of contamination; 5) delineation of the contaminant plume(s); and 6) development of the Site Conceptual Model.

**Open - Verification Monitoring:** Remediation phases are essentially complete and a monitoring/sampling program is occurring to confirm successful completion of cleanup at the Site. (e.g. No "active" remediation is considered necessary or no additional "active" remediation is anticipated as needed. Active remediation system(s) has/have been shut-off and the potential for a rebound in contaminant concentrations is under evaluation).

**Operating:** A Treatment, Storage, Disposal or Transfer (TSDTF) Facility with an operating hazardous waste management unit(s).

**Part of NPL:** Site is Part of a NPL Site.

**Permitted:** Indicates that a facility or site held a solid waste facility permit.

**Planned:** A facility in the planning stages. It may be awaiting a permit and not yet accepting waste or it may be permitted but not yet constructed or accepting waste.

**Pollution Characterization:** The responsible party is in the process of installing additional monitoring wells and/or borings in order to fully define the lateral and vertical extent of contamination in soil and ground water and assess the hydrogeology of the area. This phase of work may also include performing aquifer tests, soil gas surveys, continued ground water gradient determinations and monitoring, and assessing impacts on surface and /or ground water.

**Post Remedial Action Monitoring:** Periodic ground water or other monitoring at the site, as necessary, in order to verify and/or evaluate the effectiveness of remedial action.

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**Pre-Title 27 CAI - Open/With Monitoring:** A waste management unit that was closed, abandoned or inactive prior to November 27, 1984 (Pre-Title 27) and has monitoring data indicating the unit has the potential to adversely affect water quality. The site has been reopened (post-1984) and is under a detection monitoring program or implementing a corrective action program.

**Pre-Title 27 CAI - Closed/With Monitoring:** A waste management unit that was abandoned or inactive prior to November 27, 1984 (Pre-Title 27) but was not formally and completely closed. The site has the potential to adversely affect water quality and is implementing a detection monitoring program.

**Pre-Title 27 CAI - Closed/No Monitoring:** A waste management unit that was abandoned or inactive (CAI) prior to November 27, 1984 (Pre-Title 27) but was not formally and completely closed and is not implementing a monitoring program. The unit has the potential to adversely affect water quality.

**Pre-Title 27 CAI - Completed - Case Closed/No Monitoring:** A waste management unit that was formally and completely closed prior to November 27, 1984 (Pre-Title 27) in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure. The unit does not pose a threat to water quality.

**Preliminary Endangerment Assessment:** An assessment of information about a site and its surrounding area. A Preliminary Assessment is designed to determine whether a site poses little or no threat to human health and the environment or if it does pose a threat, whether the threat requires further investigation. Generally includes historical review of documents and may include limited sampling of a site.

**Preliminary Site Assessment Underway:** Implementation of a work plan addressing the Preliminary Site Assessment Work Plan.

**Preliminary Site Assessment Work Plan Submitted:** A work plan/proposal has been requested of, or submitted by, the responsible party in order to determine whether groundwater has been, or will be, impacted as a result of a release from any underground tanks or associated piping. This phase of work usually includes plans for the installation and sampling of monitoring wells, soil boring sampling, additional soil excavation, and disposal or treatment of contaminated soil.

**Proposed:** Proposed for NPL, or a facility or operation that is in the planning and development phase and is not yet operational.

**Referred: 1248 Local Agency:** Identifies sites that were referred to a local agency (through the SB 1248 determination process) to supervise the cleanup of a simple waste release.

**Referred: EPA:** Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the United States Environmental Protection Agency (U.S. EPA).

**Referred: IWMB:** Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the California Integrated Waste Management Board (IWMB).

**Referred: Other Agency:** Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by another state or local environmental regulatory agency.

**Referred: RCRA:** Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by DTSC's Hazardous Waste Management Program and are identified as Resource Conservation and Recovery Act (RCRA).

**Referred: RWQCB:** Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the California Regional Water Quality Control Boards (RWQCBs).

**Remedial Action:** Implementation of corrective action plan.

**Remediation Plan:** A remediation plan has been submitted evaluating long term remediation options (or corrective actions). A proposal and implementation schedule for an appropriate remediation option has also been submitted. This phase of work may also include preparing and submitting the necessary information for any permits needed prior to implementation of the plan.

**Removed:** Removed from Proposed NPL

**Reopen Previously Closed Case:** Previously closed cases may be re-opened by the Lead Agency because of new information, a change in site conditions, or other factors such as negative test results during post remedial action monitoring.

**Revoked:** Permit has been taken back (nullified) by the enforcement agency.

**Surrendered:** The voluntary relinquishment of a permit by the operator to the enforcement agency.

**Suspended:** Indicates that the facility, operation or site never had or does not have a Solid Waste Facility Permit.

**To Be Determined:** There is presently not enough information to determine a Regulatory Status or Operational Status. This information may be gathered as part of the Site Investigation Process (SIP) which includes completion of the Site Identification form and Site Assessment form or further investigation by the enforcement agency. Additionally, the operational or regulatory status may be pending permit action, enforcement action, or ongoing investigation.

**Unknown - Insufficient Information.**

**Unpermitted:** Indicates that the facility, operation or site never had or does not have a Solid Waste Facility Permit.

**Voluntary Cleanup:** Identifies sites with either confirmed or unconfirmed releases, and the project proponents have requested that DTSC oversee evaluation, investigation, and/or cleanup activities and have agreed to provide coverage for DTSC's costs.

## Un-Locatable Sites

For reporting purposes, these potential hazard sites from any of the three categories are missing certain pieces of relevant data, such as: street addresses, zip codes, city, or county information. This may be the result of limited governmental records or data. While the site may in fact exist, the absence of accurate (or missing) information may create the inability to delineate the property's radial distance in relation to the subject property on a map. If transferor or transferor's agent has actual knowledge of site(s) with possible contamination or other sensitive environmental impacts not listed in this report, written notification should be provided to the transferee and transferee's agent.

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## NOTICES AND ADVISORIES

### TRANSFER FEE NOTICE

This is commonly known as a "Private Transfer Tax". It is a fee imposed by a private entity such as a property developer, home builder, or home owner association, when a property within a certain type of subdivision is sold or transferred. A private transfer fee may also be imposed by an individual property owner. Private transfer fees are different from city or county Documentary Transfer Taxes. Private Transfer Fees may apply in addition to government Documentary Transfer Taxes that are due upon sale or transfer of the property .

California Civil Code Section 1098 defines a "Transfer Fee" as "any fee payment requirement imposed within a covenant, restriction, or condition contained in any deed, contract, security instrument, or other document affecting the transfer or sale of, or any interest in, real property that requires a fee be paid as a result of transfer of the real property." Certain existing fees such as government fees, court ordered fees, mechanic lien fees, common interest development fees, etc. are specially excluded from the definition of "Transfer Fee" .

**To determine if the property is subject to a Transfer Fee, OBTAIN COPIES OF ALL EXCEPTIONS LISTED ON THE PRELIMINARY TITLE REPORT FROM THE TITLE COMPANY AND READ THEM TO DETERMINE IF ANY TRANSFER FEES ARE APPLICABLE. Please be aware that private transfer fees may be difficult to identify by simply reading the title report.**

**Effective January 1, 2008, Civil Code Section 1102.6e requires the transferor to notify the transferee of whether a private transfer fee applies and if present, to disclose certain specific information about the fee.**

**Content of Disclosure.** Civil Code Section 1102.6e requires the transferor to disclose specific information about any Transfer Fee that may affect the property. Please refer to the legal code or to the C.A.R. Form NTF (11/07), provided by the California Association of Realtors, for a standard format to use in making the Transfer Fee Disclosure if you elect to investigate and make this disclosure personally .

**How to Determine the Existence of a Transfer Fee.** If a Transfer Fee does exist affecting the property, the document creating the fee may be on file with the County Recorder as a notice recorded against the property and should be disclosed in the preliminary title report on the property. However, the preliminary title report will merely disclose the existence of the documents affecting title, not the content of the documents. The title of a document may also not be sufficient to disclose that a transfer fee is included in its terms. Accordingly transferor should (a) request the title company which issued the preliminary title report to provide copies of the documents shown as "exceptions" and (b) review each document to determine if it contains a transfer fee.

## NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL

California Civil Code 1102.6c, states that the seller, or his or her agent, is responsible for delivering a notice specifying information about supplemental tax assessments:

"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 Collector's Office."

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## GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES NOTICE

The following notice is provided to the transferee(s) of real property regarding information about the general location of gas and hazardous liquid transmission pipelines.

### NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site .

Gas and hazardous liquid pipelines of any size pose a potential risk to life, property and the environment if damaged or punctured. In addition, precise locations of larger gas transmission pipelines are restricted by Federal Homeland Security policies. Additional information relating to other types and sizes of pipelines and other underground utility infrastructures may be available from local pipeline operators such as:

PG&E: <http://www.pge.com/pipelineplanning/>, San Diego Gas & Electric: <http://sdge.com/safety/gas-safety/natural-gas-safety-map>, Sacramento Municipal Utilities District: <https://www.smud.org/en/residential/education-safety/natural-gas-pipelines/natural-gas-pipeline-map.htm>, Southern California Gas: <http://www.socalgas.com/safety/pipeline-maps/>. You may want to contact your local utility provider if they are not listed above .

You should also review your Preliminary Title Report for pipelines right-of-way (easements) and further investigate information about pipelines by contacting the owner or operator responsible for the pipelines, consider what factors, if any, are associated with the property's proximity to pipelines, and determine whether the information you receive is acceptable before you purchase. No excavation work should be done before contacting the One-Call Center ( 811).

## TOXIC MOLD NOTICE (PURSUANT TO THE "TOXIC MOLD PROTECTION ACT OF 2001")

The seller, transferor, or lessor of residential, commercial or industrial property; or a public entity that owns, leases, or operates a building should provide a written disclosure to prospective purchasers, prospective tenants, renters, or occupants if the seller, transferor, lessor or public entity has knowledge of mold conditions or in specified instances has reasonable cause to believe, that mold (visible or hidden) that exceeds permissible exposure limits is present that affects the unit or building. The State Department of Health Services is designated as the lead agency for identifying, adopting, and determining permissible exposure limits to mold in indoor environments, mold identification and remediation efforts .

### PUBLICATIONS PROVIDING INFORMATION ON TOXIC MOLD AVAILABLE ON THE INTERNET:

- Molds, Toxic Molds, and Indoor Air Quality
- Mold in My Home: What Do I Do?
- Stachybotrys Chartarum (atra) - A mold that may be found in water-damaged homes
- Fungi - and Indoor Air Quality
- Health Effects of Toxin-Producing Molds In California
- Mold Remediation in Schools and Commercial Buildings
- Biological Pollutants in Your Home

[www.library.ca.gov/crb/01/notes/v8n1.pdf](http://www.library.ca.gov/crb/01/notes/v8n1.pdf); [www.cdph.ca.gov/programs/IAQ/Pages/IndoorMold.aspx](http://www.cdph.ca.gov/programs/IAQ/Pages/IndoorMold.aspx); [www.ehib.org/topic.jsp?topic\\_key=15](http://www.ehib.org/topic.jsp?topic_key=15);  
[www.epa.gov/mold/](http://www.epa.gov/mold/); [www.cpsc.gov/en/Safety-Education/Safety-Guides/Home/Biological-Pollutants-in-Your-Home/](http://www.cpsc.gov/en/Safety-Education/Safety-Guides/Home/Biological-Pollutants-in-Your-Home/);  
[www.cdph.ca.gov/programs/iaq/pages/indoormold.aspx](http://www.cdph.ca.gov/programs/iaq/pages/indoormold.aspx)

## METHAMPHETAMINE CONTAMINATED PROPERTY NOTICE

California law (Health and Safety Code Section 25400.28) requires property owners to notify prospective buyers in writing of any pending order that would prevent the use or occupancy of a property because of methamphetamine laboratory activity, and to provide the prospective buyer with a copy of the pending order. Receipt of a copy of the pending order shall be acknowledged in writing by the prospective buyer.

The "Methamphetamine Contaminated Property Cleanup Act of 2005," chapter 6.9.1 specifies human occupancy standards for property that is subject to the act. These standards will be replaced by any that are devised by the Department of Toxic Substances Control, in consultation with the Office of Environmental Substances Control. In addition, this Act outlines procedures for local authorities in dealing with methamphetamine contaminated properties, including the use of a property lien. This notice is meant to inform prospective buyers of California disclosure law regarding meth lab activity, and does not indicate or imply that a particular property is or has been contaminated according to this law.

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## REGISTERED SEX OFFENDER DATABASE NOTICE ALSO KNOWN AS "MEGAN'S LAW"

For more than 50 years, California has required sex offenders to register with their local law enforcement agencies. However, information on the whereabouts of these sex offenders was not available to the public until the implementation of the Child Molester Identification Line in July 1995. The information available was further expanded by California's Megan's Law in 1996 (Chapter 908, Stats. of 1996).

Section 2079.10a of the California Civil Code specifies notice be provided to transferee(s) of real property of the existence of a registered sex offender database:

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides .

The public, excluding those who have registered as sex offenders pursuant to Section 290 of the Penal Code, may search this database by a sex offender's specific name, obtain ZIP Code and city/county listings, obtain detailed personal profile information on each registrant, and use the map application to search a neighborhood or anywhere throughout the State to determine the specific location of any of those registrants on whom the law allows the State of California to display a home address.

In addition, the public may also contact the California Department of Justice, Sex Offender Tracking Program, for information on making an inquiry with the Department concerning at least six individuals as to whether any are required to register as a sex offender and subject to public notification. A fee is assessed for such inquiries, which will be deposited into the Sexual Predator Public Information Account within the Department of Justice. The contact number for the Sex Offender Tracking Program is (916) 227-4974.

## FLOOD INSURANCE NOTICE

Floods can have a devastating effect on communities, causing loss of life, property damage, and loss of income, and can have an adverse effect on government functioning. As such, the federal government has designed measures that are intended to aid disaster assistance by encouraging insurance coverage for those properties in flood disaster areas.

In addition to the flood disclosure in the State Natural Hazard Disclosures, Federal law {U.S. Code Title 42, Chapter 68, subchapter III, § 5154a(b)(1)} requires a transferor, no later than the date on which a property is to be transferred, to notify a transferee of the requirement to purchase and maintain flood insurance, if disaster relief assistance (including a loan assistance payment) has been previously provided on that property and such assistance was conditioned on obtaining flood insurance according to Federal law. If a transferee fails to obtain and maintain flood insurance on a property disclosed to have been in a previous federal disaster area and that received disaster relief assistance, then no Federal disaster relief assistance will be made available should that property subsequently be in a flood disaster area. If a transferor fails to notify a transferee of the requirement to purchase and maintain flood insurance because of said property's inclusion in a Federal disaster area and Federal disaster relief assistance was received for that property, and the transferee does not obtain and maintain flood insurance, then should that property be damaged by a flood disaster and receive Federal disaster relief assistance, the transferor will be required to reimburse the Federal Government for the amount of that assistance for that property.

State law (SBX1 7, Chaptered October 10, 1995) also prohibits "state disaster assistance from being provided to a person required to maintain flood insurance by state or federal law, who has canceled or failed to maintain that coverage."

The information contained here is not intended to indicate whether a property has been in a Federal disaster area and has received Federal disaster relief assistance, but merely to indicate an additional flood insurance disclosure requirement related to future disaster relief assistance availability.

## MILITARY ORDNANCE LOCATION NOTICE

California Civil Code Section §1102.15 states "The seller of residential real property subject to this article who has actual knowledge of any former federal or state ordnance locations within the neighborhood area shall give written notice of that knowledge as soon as practicable before transfer of title."

For purposes of this notice, "former federal or state ordnance locations" means an area identified by an agency or instrumentality of the federal or state government as an area once used for military training purposes, which may contain potentially explosive munitions.

"Neighborhood area" means within one mile of the residential real property.

For more information or to view the location of site(s) near a property, go to:

<http://www.usace.army.mil/Missions/Environmental/FormerlyUsedDefenseSites.aspx> and <http://rsgisias.crrrel.usace.army.mil/apex/f?p=516:2:0>

**Property Address:** SOMMERVILLE RD  
ANTIOCH, CA 94509  
**Parcel Number:** 076-010-038-8

**Date:** 8/29/2018  
**Order Number:** 180829-00040

## WATER-CONSERVING PLUMBING FIXTURE NOTICE

On and after January 1, 2017, a seller or transferor of single-family residential real property built on or before January 1, 1994 shall disclose, in writing, to the prospective purchaser or transferee that Section 1101.4 of the Civil Code requires that California single-family residences be equipped with water-conserving plumbing fixtures on or before January 1, 2017, and whether the property includes any noncompliant plumbing fixtures.

Further, on and after January 1, 2019, a seller or transferor of multifamily residential real property or of commercial real property built on or before January 1, 1994 shall disclose to the prospective purchaser or transferee, in writing, that all noncompliant plumbing fixtures in any multifamily residential real property and in any commercial real property shall be replaced with water-conserving plumbing fixtures on or before January 1, 2019, and whether the property includes any noncompliant plumbing fixtures.

For purposes of these requirements, noncompliant plumbing fixtures mean any toilet manufactured to use more than 1.6 gallons of water per flush, any urinal manufactured to use more than one gallon of water per flush, any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, any interior faucet that emits more than 2.2 gallons of water per minute.

## HABITAT SENSITIVITY AREA / ENDANGERED SPECIES ADVISORY

The California Endangered Species Act, Fish and Game Code, section 2051, states that there are certain species of fish, wildlife and plants that are in danger of, or threatened with, extinction because their habitats are being threatened, destroyed or adversely modified. Legislation declares that landowner cooperation is essential for conservation on those lands that have been identified as a habitat for endangered or threatened species. According to Section 2052.1 of the Fish and Game Code, if a person needs to address mitigation measures in relation to a particular impact on a threatened species, then those measures will be roughly proportional to the impact that the person has on those species. Disclosure Source recommends the transferee contact the local planning department and the California Department of Fish & Wildlife to ascertain what, if any, considerations might be involved as a result of being in or nearby habitat sensitive areas. Additional information is available at <https://www.wildlife.ca.gov/Conservation/CESA>.

## OIL, GAS WELLS & METHANE ADVISORY

California's oil and gas production has been in decline since the 1980's and wells, many of which were drilled at the turn of the past century, have been shut down or improperly abandoned. Such wells are often found when they begin to leak oil, natural gas (methane), or water. Building construction in the past several years has expanded into areas where wells were once, or are, active. Transferee should be aware that wells may exist on or near any property and new construction may also be restricted in the vicinity of wells. The California Division of Oil, Gas and Geothermal Resources administers the program to properly abandon wells. Abandoned or active oil wells, areas containing petroleum deposits, oil fields, landfills, and gas storage facilities could present risks and safety hazards to life, health, and natural resources. Risks could include, but are not limited to, soil and ground water contamination, physical safety hazards to humans and animals, fire hazards, oil and methane seeps, and air quality problems.

Migration of methane gas into areas containing impermeable surfaces (i.e. concrete, pavement, basements, etc.) can trap the gas, resulting in the accumulation of high concentrations. Although natural methane gas is relatively harmless, high concentrations of it can be hazardous due to its highly combustible chemical composition, as well as its ability to displace oxygen. Properties located in a methane zone may be required to undergo testing and mitigation. Disclosure Source recommends that the transferee contact the local Planning, Building and Safety Department to ascertain what previous measures, if any, might have been taken to properly vent the area and what considerations might apply regarding building permits or renovations. For more information and maps visit <http://www.consrv.ca.gov/dog/> and <http://www.conservation.ca.gov/dog/Pages/WellFinder.aspx>.

## NATURALLY OCCURRING ASBESTOS ADVISORY

Asbestos is the common name for a group of silicate minerals that are made of thin, strong fibers. It occurs naturally in certain geologic settings in California, most commonly in ultrabasic and ultramafic rock, including serpentine rock. These rocks are commonly found in the Sierra Foothills, the Klamath Mountains, Coast Ranges, and along some faults. While asbestos is more likely found in these rock formations, its presence is not certain. Because asbestos is a mineral, asbestos fibers are generally stable in the natural environment. The fibers will not evaporate into the air. Some naturally occurring asbestos can become friable, or crushed into a powder. This may occur when vehicles drive over unpaved roads or driveways that are surfaced with ultrabasic, ultramafic or serpentine rock, when land is graded for building purposes, or at quarrying operations. Weathering and erosion may also naturally release asbestos. Friable asbestos can become suspended in the air, and under these conditions, asbestos fibers represent a significant risk to human health. Asbestos is a known carcinogen, and inhalation of asbestos may result in the development of lung cancer. Disclosure Source recommends that the transferee visit the California Department of Conservation, Division of Mines and Geology website for further information and maps at [http://www.consrv.ca.gov/CGS/minerals/hazardous\\_minerals/asbestos/Pages/Index.aspx](http://www.consrv.ca.gov/CGS/minerals/hazardous_minerals/asbestos/Pages/Index.aspx).

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## **RADON ADVISORY**

Radon is a colorless, odorless radioactive gas that is produced by the natural decay of uranium, which is found in nearly all soils and rocks. Radon can seep from the ground into the air in a property through openings in the ground, and its presence increases the risk of lung cancer. Radon levels are variable and may be influenced by not only geology, but also soil permeability, weather and climatic conditions, building design, condition and usage. The Environmental Protection Agency (EPA) has produced a map that assigns one of three zone designations to each county based on radon potential and each zone designation reflects the average short-term radon measurement that can be expected to be measured in a building without the implementation of radon control methods. That map is not meant to be used to determine whether a particular property should be tested for radon, but is used to assist various government agencies and organizations in focusing their radon program resources. Properties with high levels of radon have been found in all zones. Long-term (up to one year) measurement is generally recommended for the most accurate determination of radon levels. Radon testing is affordable and easily done. Test kits are available at the California Department of Public Health website at <https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/EMB/Radon/Radon-Testing.aspx>.

**The EPA recommends all structures should be tested for radon, regardless of geographic location or zone determination.** If the radon level is greater than 4 picoCuries per Liter of air (pCi/L), the EPA suggests remediation. Additionally, the California Department of Conservation outlines Radon Zone areas where geologic conditions are likely to produce high, moderate, or low potential indoor radon levels above 4 pCi/L. Those maps are available at <http://www.epa.gov/radon/states/california.html> and [http://www.conservation.ca.gov/cgs/minerals/hazardous\\_minerals/radon/Pages/Index.aspx](http://www.conservation.ca.gov/cgs/minerals/hazardous_minerals/radon/Pages/Index.aspx).

**GOVERNMENTAL GUIDES: "RESIDENTIAL ENVIRONMENTAL HAZARDS: A GUIDE FOR HOMEOWNERS, HOMEBUYERS, LANDLORDS AND TENANTS"; "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" PUBLISHED BY THE ENVIRONMENTAL PROTECTION AGENCY CONTAINING IMPORTANT INFORMATION REGARDING ENVIRONMENTAL HAZARDS LOCATED ON AND AFFECTING RESIDENTIAL PROPERTY. AVAILABLE FOR DOWNLOAD AT <HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS.ASPX> AND [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS\\_LEAD.ASPX](HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS_LEAD.ASPX)**

## **SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION JURISDICTION**

Concern for the future of San Francisco Bay prompted the California Legislature to create the San Francisco Bay Conservation and Development Commission (BCDC) in 1965. This 27-member commission is made up of appointees from various local governments and state and federal agencies.

California Civil Code Section 1103.4 Et Seq. requires transferors and/or their agent(s) to disclose to prospective transferees written notice if the property is located within the jurisdiction of the San Francisco Bay Conservation and Development Commission, and if so, accompanied by the following notice:

### **Notice of San Francisco Bay Conservation and Development Commission Jurisdiction**

This property is located within the jurisdiction of the San Francisco Bay Conservation and Development Commission. Use and development of property within the commission's jurisdiction may be subject to special regulations, restrictions, and permit requirements. You may wish to investigate and determine whether they are acceptable to you and your intended use of the property before you complete your transaction.

The BCDC specifically notes that there are no official maps that outline the jurisdiction of the BCDC, including those maps in the San Francisco Bay Plan or other BCDC documents. According to the BCDC website:

The Commission's jurisdiction is legally delineated by California statute and is determined and implemented only by the Commission's review of applications, projects, and violations, on a case-by-case basis. Therefore, you must contact the Commission in order to determine if a project falls within its jurisdiction.

Thus, although information is available on the BCDC website at [www.bcdc.ca.gov](http://www.bcdc.ca.gov), the BCDC is stating that such information should not be relied upon for jurisdiction questions. Furthermore, THE INFORMATION PRESENTED HERE IS NOT TO BE RELIED UPON TO DETERMINE IF A PROPERTY IS WITHIN BCDC JURISDICTION, AND THE ACCOMPANYING NOTICE OF INCLUSION IN BCDC JURISDICTION, IF SO LOCATED, IS NOT INCLUDED IN INFORMATION PROVIDED BY THE COMPANY.

IN ORDER TO OBTAIN THE CASE-BY-CASE INFORMATION REGARDING WHETHER THE SUBJECT PROPERTY IS WITHIN THE BCDC'S JURISDICTION, YOU SHOULD CONTACT THE BCDC DIRECTLY. THE TELEPHONE NUMBER FOR THE BCDC IS (415) 352-3600.

The responsibilities of the BCDC include regulating all filling and dredging in the Bay and the Bay system, including sloughs and certain creeks and tributaries, as well as salt ponds and other areas diked-off from the Bay; protection of the Suisun Marsh; regulating development near the Bay; overseeing shoreline usage; and working in conjunction with state and federal activities for effective protection and use of the Bay.

According to the Commission website, it should be contacted for projects involving any kind of fill, extraction of materials, development, redevelopment, repair, dredging, or change in use in any area subject to tidal action in or around San Francisco Bay, South San Francisco Bay, San Pablo Bay, Suisun Marsh, and the Carquinez Strait, including all tidal sloughs, wetlands, creeks and rivers, marshlands, salt ponds, managed wetlands, the shoreline band, and the Priority Use Areas described in the Bay Plan. Projects in these areas may require a permit according to State law, and violations of State law may result in civil and criminal penalties.

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**Date:** 8/29/2018  
**Order Number:** 180829-00040

## DISCLAIMERS

### Explanation of Services, Conditions and Limitations

#### Statutory and Local/Supplemental Disclosures, Notices and Advisories

The purpose of the Disclosure Report is to assist Recipient(s) in notifying the prospective transferee whether the property is located in any of six statutorily defined natural hazard areas. Disclosure Source has also obtained maps that are both official and publicly available from city, county, and state sources which supplement this natural hazard information.

Disclosure Source is also providing disclosures, notices and advisories on potentially hazardous conditions or occurrences that may affect the subject property. These additional disclosures, notices and advisories are either required by the California Civil Code, local ordinance, or the information is readily available. Disclosure Source recommends contacting the local building and planning departments prior to the transfer to help ascertain, what, if any, additional requirements there might be for construction or renovation, and building code requirements for this property. Disclosure Source has not performed a visual or physical inspection of the property. This report is not a substitute for a visual or physical inspection of the property or geologic or engineering study. Disclosure Source assumes no responsibility for any costs or consequences, direct or indirect, arising due to the need, or the lack of need, for earthquake insurance, fire insurance or flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

In order to prepare this report, either the transferor (or his/her agent) or the transferee (or his/her agent) supplied Disclosure Source with the Assessor's Parcel Number ("APN") for the subject property. Disclosure Source has not verified the accuracy of the APN. This report was prepared based upon such APN and shall not, and does not, include any property beyond the boundaries of the subject Property, any structures (whether located on the Property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or waterways, and Disclosure Source shall not be responsible or liable for any losses, liabilities or damages resulting from an incorrect APN. No determination is made and no opinion is expressed, or intended, by this report concerning whether the subject Property is comprised of legal lots in conformance with the California Subdivision Map Act. If the Subject Property is part of a condominium project, planned unit development, or other properties with a common or undivided interest area, the report may indicate that the Subject Property is within the natural hazard zone if any portion of the common or undivided interest area is within the reported natural hazard zone. In preparing this report, Disclosure Source has reviewed and relied upon the statutes identified and has reviewed the records referred to in each determination. This report is not a warranty or a policy of insurance.

#### Environmental Information

The environmental information (including reference aids) assist the transferor(s) in satisfying their general obligations to provide information regarding the property's proximity to site(s) identified by appropriate County, State, and/or Federal Agencies' databases as possessing (either presently or historically) an environmental concern. Disclosure Source has not verified the accuracy, validity, or completeness of those lists and does not insure, warrant or guarantee that they are accurate and up to date. Disclosure Source has not performed a physical inspection of the property and the report is not intended to be used as a preliminary site assessment or Phase 1 report. Disclosure Source does not make any representation as to the health hazards to humans or animals that may be associated with any of the substances that may exist at the sites or how they may affect the subject property. Disclosure Source does not report on the significance or extent of the contamination or remediation of any of the sites identified in the Agencies' databases.

#### Notice to Recipient(s)

Disclosure Source provides the Disclosure Report for the benefit of all Recipient(s), including Transferor, Transferee, and Agents. Disclosure Source considers Recipient(s) to be a contracting party who is subject to the explanation of services, conditions, limitations and disclaimers herein, and by signing the report, Recipient(s) expressly agrees to receive the services, and be bound by the conditions, limitations and disclaimers herein. This report is for the exclusive benefit of the Recipient(s) and (a) there shall be no third party beneficiaries (b) may not be used in any subsequent transaction affecting the subject property, (c) or for any other real property. If for any reason Recipient(s) does not intend to be bound by the conditions, limitations and disclaimers herein, or otherwise finds the Disclosure Report unacceptable, Recipient(s) should immediately contact Disclosure Source.

#### Disclaimer Notice to Third Parties

The information contained in this report is intended for the exclusive benefit and use of Recipient(s). No person other than the recipient(s) should rely upon, refer to, or use this report, or any information contained within this report, for any purpose. Disclosure Source expressly disclaims all liability, including liability for breach of contract and negligence, to persons other than Recipient(s).

**Property Address:** SOMMERVILLE RD  
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#### Limitation of Liability to Recipient(s)

Disclosure Source has prepared this report solely based upon records and information provided by various governmental and private agencies. Although reasonable care has been exercised by Disclosure Source in compiling the data and information contained in the report, Disclosure Source has assumed that these records and information are accurate and complete, and Disclosure Source has not conducted any independent verification of their accuracy or completeness. Disclosure Source shall not be liable to Recipient(s) for errors, inaccuracies or omissions in this report if such errors, inaccuracies or omissions were based upon information contained in the public and private records used by Disclosure Source, or were known to exist by Recipient(s) on the date of delivery of this report to Recipient(s).

Disclosure Source expressly excludes from liability any disclosures not known to Disclosure Source, or not on the maps used by Disclosure Source, not recorded in the public record as of the date it was reviewed by Disclosure Source, or disclosures not included in the categories included in the Disclosure Report. There may be other disclosures required under applicable state law and/or within Seller and Seller's Agent actual knowledge. Disclosure Source makes no representations as to the adequacy or accuracy of any other representations or disclosures made under applicable state law.

Disclosure Source liability for any claim, or claims, including but not limited to any claim for breach of contract or negligence is limited to actual proven damages as a result of an error or omission in the report and shall be measured by the difference in the fair market value of the property caused by the error or omission as of the date of the report. Disclosure Source shall not be liable for any incidental or consequential damages suffered by Recipient(s).

In the event any provision of this Disclosure Report is held invalid or unenforceable under applicable law, this Disclosure Report shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

#### Change in Information

Updates to the databases used in this Report are determined by the responsible agency and may be made at any time and without notice. For that reason, Disclosure Source maintains an update schedule and makes reasonable efforts to use updated information. The complexities of obtaining and adapting the data into a usable format for preparing this Report necessitate some delay once the updated information is obtained; therefore the Report may be considered accurate only as of the date when the database was last reviewed and implemented by Disclosure Source. Subsequent to Disclosure Source acquisition of Government Records, changes may be made to said Government Records and Disclosure Source shall have no obligation to update the Report or to communicate to any Recipient(s), or any other person, any changes, acts, occurrences, circumstances or agreements occurring after the Date of the Report, which render inaccurate anything contained in the Report. Disclosure Source may at its sole discretion supplement the Report. The determinations made in the Report are time-sensitive. Disclosure Source shall not be liable for any impact on the Property that any change to the Government Records may have. Disclosure Source is under no duty to update this report when or if new information is released or becomes available.

#### Notice of Claim

All Claims and notices shall be addressed to Disclosure Source, Claims Department, 1850 Gateway Blvd, #400, Concord, CA 94520. Any claim must be given promptly in writing when knowledge is acquired by any Claimant of any information which is contrary to the Disclosure Report. If a written claim notice is not given promptly to Disclosure Source, then, all liability of Disclosure Source shall terminate with regard to the matters for which a prompt claim notice is required but only to the extent that the failure to give prompt written notice has prejudiced Disclosure Source.

BY ACCEPTING OR USING THIS REPORT, THE TRANSFEROR, TRANSFEREE AND AGENT(S) HEREBY AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND LIMITATIONS OF LIABILITY STATED HEREIN.

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## ACKNOWLEDGEMENT FOR RECEIPT OF DISCLOSURES, NOTICES AND ADVISORIES

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the subject property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE TRANSFEROR AND HIS OR HER AGENT(S) HAVE PROVIDED THE PROSPECTIVE TRANSFEREE(S) INFORMATION INCLUDED WITHIN THE DISCLOSURE REPORT ABOUT:

**NATURAL HAZARD DISCLOSURES:**

IF THE PROPERTY IS LOCATED IN A FLOOD, FIRE, SEISMIC/GEOLOGIC, OR FAULT HAZARD(S) AS PER MAPS FROM CITY, COUNTY, STATE OR FEDERAL SOURCES.

**AIRPORT INFLUENCE AND AIRPORT PROXIMITY:**

IF THE PROPERTY IS AFFECTED BY AN AIRPORT INFLUENCE AREA AND THE PROPERTY'S PROXIMITY TO ANY AREA WITH AIRCRAFT LANDING FACILITIES.

**WILLIAMSON ACT:**

IF THE PROPERTY IS IN A WILLIAMSON ACT ZONE AS DEPICTED ON THE MAP FROM THE CALIFORNIA DEPARTMENT OF CONSERVATION.

**RIGHT TO FARM DISCLOSURE:**

OF THE EXISTENCE OF PRIME FARMLAND WITHIN ONE MILE OF THE SUBJECT PROPERTY.

**MINING OPERATIONS DISCLOSURE:**

OF THE EXISTENCE OF MINING OPERATIONS WITHIN ONE MILE OF THE SUBJECT PROPERTY.

**ENVIRONMENTAL INFORMATION:**

INFORMATION REGARDING SITES WITH ENVIRONMENTAL CONCERNS.

**TRANSFER FEE NOTICE AND NOTICE OF SUPPLEMENTAL PROPERTY TAX BILL**

TRANSFER FEE NOTICE AND NOTICE OF SUPPLEMENTAL PROPERTY TAX BILL.

**GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES NOTICE:**

NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES.

**TOXIC MOLD NOTICE:**

A TRANSFEROR NOTICE OF ANY MOLD CONDITIONS.

**METHAMPHETAMINE CONTAMINATED PROPERTY NOTICE:**

INFORMATION ABOUT METHAMPHETAMINE CONTAMINATED PROPERTY NOTIFICATION REQUIREMENTS.

**MEGAN'S LAW NOTICE:**

INFORMATION REGARDING PERSONS WHO ARE REQUIRED TO REGISTER WITH THE DEPARTMENT OF JUSTICE RESULTING FROM A CONVICTION FOR A SEXUALLY BASED OFFENSE.

**FLOOD INSURANCE NOTICE:**

A NOTICE CONTAINING INFORMATION ABOUT FUTURE DISASTER RELIEF AVAILABILITY IN RELATION TO PAST DISASTER RELIEF ASSISTANCE AND FLOOD INSURANCE REQUIREMENT.

**MILITARY ORDNANCE LOCATION NOTICE:**

A NOTICE REGARDING FORMERLY USED FEDERAL/STATE MILITARY ORDNANCE SITES.

**WATER-CONSERVING PLUMBING FIXTURE NOTICE:**

A NOTICE REGARDING THE REPLACEMENT OF NON-COMPLIANT PLUMBING FIXTURES.

**HABITAT SENSITIVITY AREA/ENDANGERED SPECIES ADVISORY:**

OF THE EXISTENCE OF ENDANGERED SPECIES AND HABITAT SENSITIVITY AREAS IN THE STATE.

**OIL, GAS WELLS & METHANE ADVISORY:**

OF THE EXISTENCE OF OIL, GAS WELLS & METHANE IN THE STATE.

**NATURALLY OCCURRING ASBESTOS ADVISORY:**

OF THE SOURCE OF INFORMATION REGARDING NATURALLY OCCURRING ASBESTOS.

**RADON ADVISORY:**

OF THE SOURCE OF INFORMATION REGARDING RADON ZONES.

**SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION JURISDICTION:**

THE JURISDICTION OF THE SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION.

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.

TRANSFEROR(S) AND TRANSFEREE(S) ACKNOWLEDGE RECEIPT OF THE INFORMATION REFERENCED ABOVE INCLUDED IN THE REPORT FOR THE ABOVE DESCRIBED PROPERTY

Signature of Transferor (Seller) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Transferor (Seller) \_\_\_\_\_ Date \_\_\_\_\_

Agent(s) \_\_\_\_\_ Date \_\_\_\_\_

Agent(s) \_\_\_\_\_ Date \_\_\_\_\_

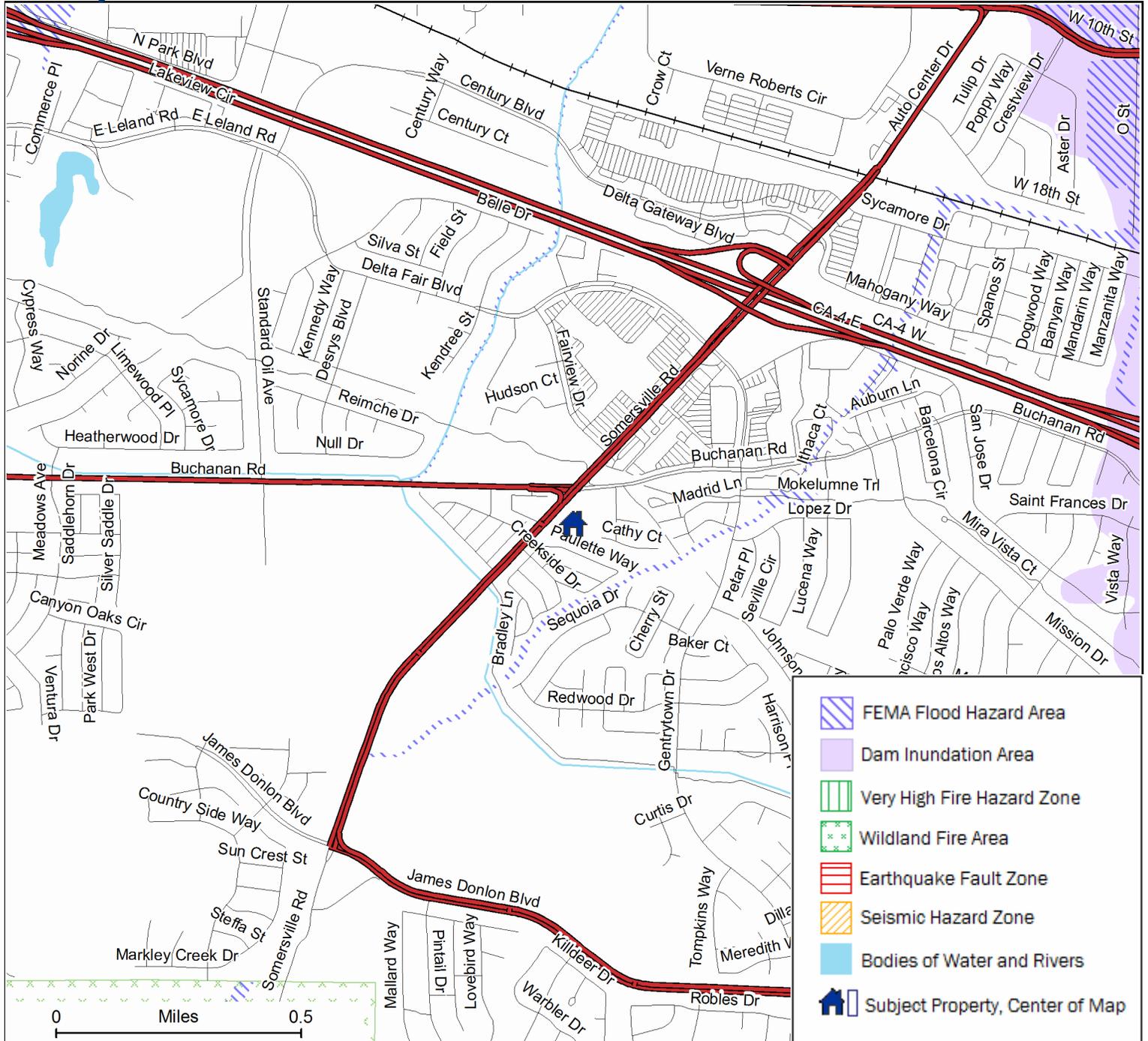
Signature of Transferee (Buyer) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Transferee (Buyer) \_\_\_\_\_ Date \_\_\_\_\_

**Property Address:** SOMMERVILLE RD  
ANTIOCH, CA 94509  
**Parcel Number:** 076-010-039-6

**Date:** 8/29/2018  
**Order Number:** 180829-00040

## Statutory Natural Hazard Disclosures



- IS  IS NOT  Located in a FEMA Special Flood Hazard Area.  
 IS  IS NOT  Located in a Dam Inundation Area.  
 IS  IS NOT  Located in a Very High Fire Hazard Severity Zone.  
 IS  IS NOT  Located in a Wildland Fire Area.  
 IS  IS NOT  Located in an Alquist-Priolo Earthquake Fault Zone.  
 IS  IS NOT  Located in a Seismic Hazard Zone.

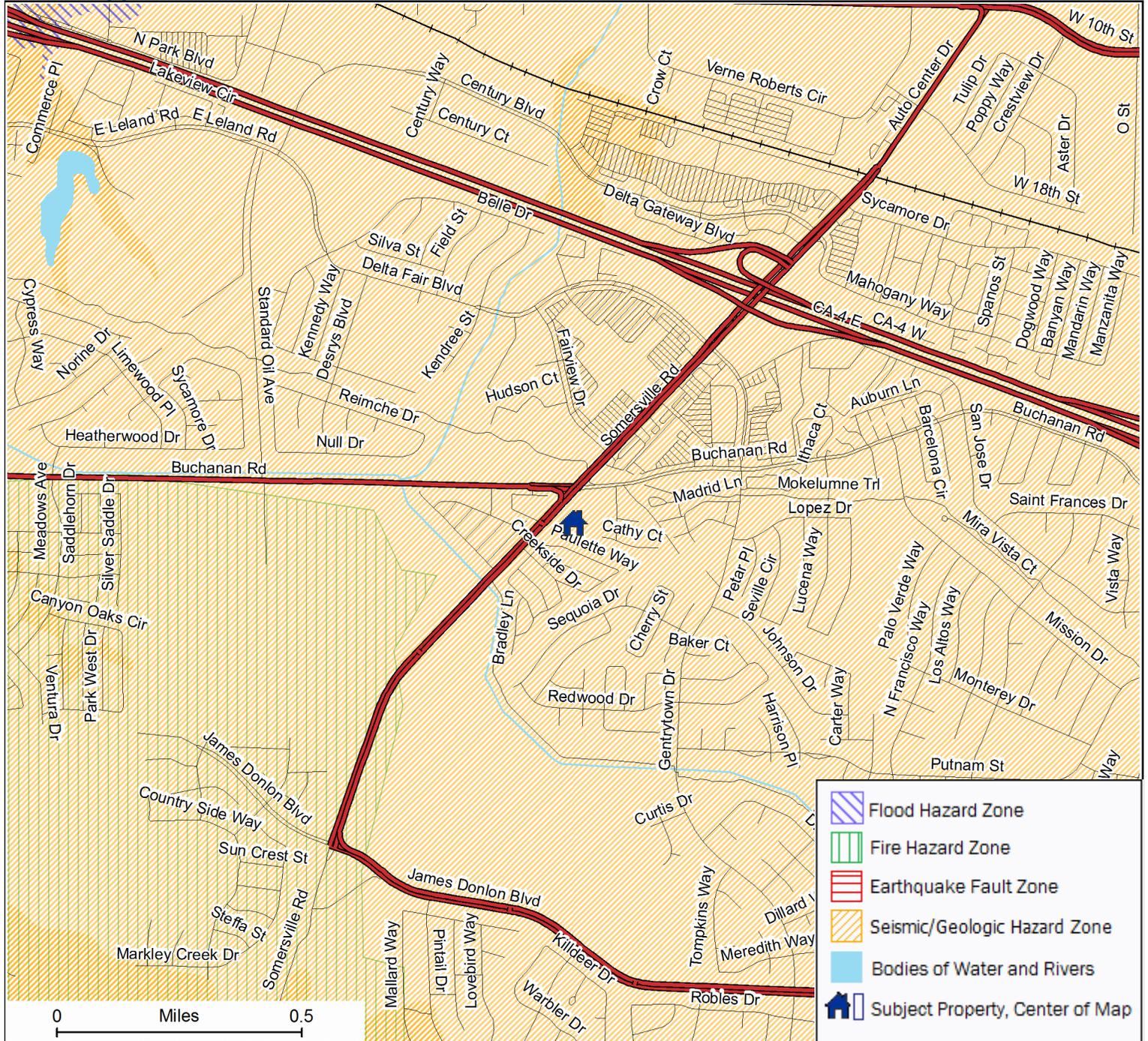
This map is for your aid in locating natural hazard areas in relation to the subject Property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. **This map is not intended for use as a substitute disclosure under California law.**

\* Please read the report for further information

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## Local/Supplemental Natural Hazard Disclosures



- IS  IS NOT  in a Supplemental Flood Hazard Zone.
- IS  IS NOT  in a Supplemental Fire Hazard Zone.
- IS  IS NOT  in a Supplemental Earthquake Fault Zone.
- \* IS  IS NOT  in a Supplemental Seismic/Geologic Hazard Zone.

This map is for your aid in locating natural hazard areas in relation to the subject Property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. **This map is not intended for use as a substitute disclosure under California law.**

\* Please read the report for further information

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THE RECIPIENT(S) SHOULD CAREFULLY READ THE EXPLANATION OF SERVICES, CONDITIONS, LIMITATIONS & DISCLAIMERS CONTAINED IN THIS REPORT.

**PAYMENT POLICY:** FULL PAYMENT FOR THIS REPORT IS DUE UPON CLOSE OF ESCROW. THE LIABILITY PROVISIONS OF THE REPORT DO NOT APPLY UNTIL FULL PAYMENT IS RECEIVED.

**CANCELATION POLICY:** OUR REPORT CAN ONLY BE CANCELLED IF ESCROW IS CANCELLED, OR THE TRANSFEROR/SELLER TAKES THE PROPERTY OFF THE MARKET. SIGNED ESCROW CANCELLATION INSTRUCTIONS ARE REQUIRED.

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## Natural Hazard Reference Maps

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### In Out Not Mapped Statutory Natural Hazard Disclosures

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Special Flood Hazard Area designated by the Federal Emergency Management Agency	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dam Inundation / Area of Potential Flooding	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Very High Fire Hazard Severity Zone	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wildland Area That May Contain Substantial Forest Fire Risks And Hazards	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Earthquake Fault Zone	2
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Seismic Hazard - Landslide Zone	2
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Seismic Hazard - Liquefaction Zone	2

### In Out Not Mapped Local/Supplemental Natural Hazard Disclosures

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supplemental Flood Hazard Zone	3
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supplemental Fire Hazard Zone	3
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supplemental Earthquake Fault Hazard Zone	4
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Supplemental Seismic/Geologic Hazard Zone	4

### In Out Additional Disclosures

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Airport Influence Area	5
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Airport Proximity	5
<input type="checkbox"/>	<input checked="" type="checkbox"/>	California Land Conservation (Williamson) Act	6
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Right to Farm	6
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Mining Operations	7

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Yes	No	Environmental Information	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Identified sites with known or potential environmental concerns	8
		Environmental Sites Map and details	9
		Databases Researched	13

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\*Signatures Required

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## STATUTORY NATURAL HAZARD DISCLOSURES

Disclosure Source reviews specific public records to determine whether the property is located in any of six statutorily defined natural hazard areas described below.

### SPECIAL FLOOD HAZARD AREA

Pursuant to federal law, the Federal Emergency Management Agency (FEMA) is required to identify and designate areas that are subject to flooding as part of the National Flood Insurance Program. A "Special Flood Hazard Area" (any type Zone "A" or "V") as determined by FEMA is an area where all or a portion of the property has a 1% chance each year of being inundated by flood waters. If a property is located in a Special Flood Hazard Area, the cost and availability of flood insurance may be affected. Properties not located in a Special Flood Hazard Area are not relieved from the possibility of sustaining flood damage. A few areas are not covered by official Flood Insurance Rate Maps. If information is not available, Disclosure Source recommends that the transferee contact the local jurisdiction's planning and building department to determine the potential for flooding at the subject Property .

**Source(s) of data:** Title 42 United States Code Section 4101

Based on a review of the Flood Insurance Rate Map(s) issued by FEMA, the subject Property:

IS  IS NOT located in a Special Flood Hazard Area  Do not know and information not available

### DAM INUNDATION / AREA OF POTENTIAL FLOODING

The State of California Office of Emergency Services is required to review, approve and maintain copies of the maps that have been prepared and submitted to them by local governmental organizations, utilities or other owners of any dam in the state. The maps delineate areas of potential inundation and flooding that could result from a sudden, partial or total dam failure. Dams in many parts of the world have failed during significant earthquakes, causing flooding of those areas in the pathway of the released water. The actual risk of dam failure is not defined by the map(s). Legislation also requires, appropriate public safety agencies of any city, county, or territory of which is located in such an area, to adopt/implement adequate emergency procedures for the evacuation and control of populated areas near/below such dams.

**Source(s) of data:** Government Code Section 8589.5.

Based on a review of the official map(s) available through the State of California, Office of Emergency Services, the subject Property:

IS  IS NOT located in a Dam Inundation Zone  Do not know and information not available

### VERY HIGH FIRE HAZARD SEVERITY ZONE

The California Legislature has declared that space and structure defensibility is essential to diligent fire prevention. Further, the Director of Forestry and Fire Protection has identified areas in the state as Very High Fire Hazard Severity Zones based on consistent statewide criteria, and based on the severity of fire hazard that is expected to prevail in those areas. Determining information includes, but is not limited to: Fuel loading, terrain (slope), fire weather conditions and other relevant factors.

**Source(s) of data:** California Government Code Section 51178 and 51179

Based on a review of the official map(s) issued by the California Department of Forestry and Fire Protection, the subject Property:

IS  IS NOT located in a Very High Fire Hazard Severity Zone

### WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS / STATE FIRE RESPONSIBILITY AREA

The California Department of Forestry and Fire Protection designates State Fire Responsibility Areas (SRA) and bears the primary financial responsibility for the prevention and/or suppression of fires in these areas. A transferor of real property located within a SRA must disclose the fact that there may be a forest fire risk and hazard on the property, and the fact that the property owner may be subject to the imposition of fire mitigation measures as set forth in Public Resources Code Section 4291. The degree of hazard is not indicated within the official SRA maps. It may range from Low to Very High. The State of California collects an annual "fire prevention fee" from these owners. The collected monies will go toward a fund that will finance fire prevention activities benefiting these owners. (Note: As of July 1, 2017 the Fire Prevention Fee has been suspended through the year 2031. Owners are still responsible for the payment of SRA Fees generated before July 1, 2017.) More information about this fee may be found at [www.fire.ca.gov/firepreventionfee](http://www.fire.ca.gov/firepreventionfee)

**Source(s) of data:** California Public Resources Code Section 4125

Based on a review of the official map(s) issued by the California Department of Forestry and Fire Protection, the subject Property:

IS  IS NOT located in a State Fire Responsibility Area

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## ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE

Earthquake Fault Zone maps are delineated and compiled by the California State Geologist pursuant to the Alquist-Priolo Earthquake Fault Zoning Act. During an earthquake, structures located directly over fault zones (surface fault traces) could sustain damage as a result of a seismic event resulting from ground fault rupture (surface cracking). For the purposes of this report, an Earthquake Fault Zone is generally defined as an area approximately 1/4 mile in total width (1,320 feet) located along a known active earthquake fault. An "active" fault as defined by the State of California, Department of Conservation, Division of Mines and Geology is an earthquake fault that has produced ground surface displacement (ground surface rupture) within the last eleven thousand years.

**Source(s) of data:** California Public Resources Code Section 2622

Based on a review of the official map(s) issued by the California Department of Conservation, Division of Mines and Geology, the subject Property:

IS  IS NOT located in an Alquist-Priolo Fault Zone

## SEISMIC HAZARD ZONE

The intent of the Seismic Hazards Mapping Act of 1990 is to provide for a statewide seismic hazard mapping and technical advisory program to assist cities and counties in fulfilling their responsibilities for protecting the public health and safety from the effects of strong ground shaking, liquefaction (failure of water-saturated soil), landslides and other seismic hazards caused by earthquakes. Under this act, The California Department of Conservation is mandated to identify and map the state's most prominent earthquake hazards. Information produced by these maps is utilized (in part) by cities and counties to regulate future development. Development/Construction permits may be withheld until adequate geologic or soils investigations are conducted for specific sites, and mitigation measures are incorporated into development plans.

Seismic Hazard Zone maps delineate areas subject to earthquake hazards. New development in a Seismic Hazard Zone is only permitted if it can be shown that mitigation makes the site acceptably safe. Maps are only available for limited areas now, but will eventually cover all of California.

Earthquake-Induced Landslide Hazard Zones are areas where there has been a recent landslide, or where the local slope, geological, geotechnical, and ground moisture conditions indicate a potential for landslides as a result of earthquake shaking. Landslides zones are described as areas in which masses of rock, soil or debris have been displaced down slope by flowing, sliding or falling. The severity of a landslide depends on the underlying geology, slope and soil in the area.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a liquid-like condition of soil which sometimes occurs during strong earthquake shaking where the groundwater is shallow and soils are loose and granular (sands for example). These factors can combine to produce liquefaction in localized areas. When liquefaction occurs the soil temporarily becomes liquid-like and structures may settle unevenly. This condition can cause lateral spreading of level ground, and ground failure and sliding on slopes. Liquefaction can cause structural damage under certain geologic conditions. The type of sedimentary deposit, penetration resistance, and depth to ground water are the key factors that govern an area's susceptibility to liquefaction.

**Source(s) of data:** California Public Resources Code Section 2696

Based on a review of the official map(s) issued by the California Department of Conservation, Division of Mines and Geology, the subject Property:

IS  IS NOT located in a Landslide Hazard Zone  Map not released by state

IS  IS NOT located in a Liquefaction Hazard Zone  Map not released by state

**GOVERNMENTAL GUIDES: "HOMEOWNER'S [COMMERCIAL PROPERTY OWNER'S] GUIDE TO EARTHQUAKE SAFETY" PUBLISHED BY THE CALIFORNIA SEISMIC SAFETY COMMISSION CONTAINING IMPORTANT INFORMATION REGARDING EARTHQUAKE AND GEOLOGIC HAZARDS. THEY ARE AVAILABLE FOR DOWNLOAD AT [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS/QUAKE.ASPX](https://www.disclosuresource.com/downloads/quake.aspx)**

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## LOCAL/SUPPLEMENTAL NATURAL HAZARD DISCLOSURES

Disclosure Source has obtained maps that are both official and publicly available from city, county, and state sources which supplement the statutory natural hazard information. Disclosure Source has only reviewed maps that are available in a usable format and at an appropriate scale to delineate where hazards may exist on a single parcel basis. Disclosure Source recommends that the transferee contact the local building and planning departments to help ascertain what, if any, special requirements there might be for construction or renovation, and building code requirements for this property. The foregoing statement should be considered a part of the Disclaimers of this Disclosure Report and those Disclaimers apply to this Statement. Please refer to them for further information.

### SUPPLEMENTAL FLOOD HAZARD ZONE

Supplemental flood zones include information in addition to, or different from, the areas mapped on Flood Insurance Rate Maps by the Federal Emergency Management Agency or Dam Inundation zones as reported by the California State Office of Emergency Services. These can include tsunamis, seiches (inland lake tsunamis), runoff hazards, historical flood data and additional dike failure hazards.

If a portion or all of the property is located within one of these hazard areas, the lending institution may require flood insurance. Disclosure Source recommends that the transferee: 1) contact the lending institution to ascertain any additional requirements for flood insurance, 2) contact the insurance company to ascertain the availability and cost of the flood insurance.

Based on the maps obtained, the subject Property:

IS  IS NOT located in a supplemental Flood Hazard Zone  Do not know OR information is not available

**ADDITIONAL INFORMATION:**  
NONE

### SUPPLEMENTAL FIRE HAZARD ZONE

Local agencies may, at their discretion, include or exclude certain areas from the requirements of California Government Code Section 51182 (imposition of fire prevention measures on property owners), following a finding supported by substantial evidence in the record that the requirements of Section 51182 either are, or are not adequate or necessary for effective fire protection within the area. Any additions to these maps that the company has been able to identify and substantiate are included in this search.

There may be maps of other substantial fire hazards such as brush fires that are not subject to Section 51182. Disclosure Source has included these maps in this search.

Fire hazard zones listed here, if any, are areas which contain the condition and type of topography, weather, vegetation and structure density to increase the susceptibility to fires. In these areas, the City or County may impose strategies to enforce fire mitigation measures, including fire or fuel breaks, brush clearance, and fuel load management measures. For example, emphasis on roof type and fire-resistive materials may be necessary for new construction or roof replacement. In addition, other fire defense improvements may be demanded, including special weed abatement, brush management, and minimum clearance around structures. In most cases, if a property is in a Fire Hazard Area, insurance rates may be affected.

Based on the maps obtained, the subject Property:

IS  IS NOT located in a supplemental Fire Hazard Zone  Do not know OR information is not available

**ADDITIONAL INFORMATION:**  
NONE

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## SUPPLEMENTAL EARTHQUAKE FAULT HAZARD ZONE

Many local jurisdictions have different or higher standards than the State for the identification of earthquake faults. Those jurisdictions have created their own maps which indicate active or potentially active faults according to those standards.

Many cities and counties require geologic studies before any significant construction if a property is in or near an earthquake fault zone known to them and certain types of construction may be restricted in these areas. Disclosure Source has included official and publicly available maps indicating earthquake faults known by those jurisdictions. In some cases the company has used the description of an Earthquake Fault Zone established by the Alquist -Priolo Earthquake Fault Zone Act of approximately 1,320 feet wide to define a supplemental Fault Hazard Zone.

Based on the maps obtained, the subject Property:

IS  IS NOT located in a supplemental Fault Hazard Zone  Do not know OR information is not available

### ADDITIONAL INFORMATION:

NONE

## SUPPLEMENTAL SEISMIC/GEOLOGIC HAZARD ZONE

The California Division of Mines and Geology (DMG) has not completed the project assigned by Section 2696 of the California Public Resources Code to identify areas of potential seismic hazard within the State of California. The DMG and the US Geologic Survey (USGS) have performed many valuable studies that supplement the Section 2696 maps and fill in many missing areas. These maps are included in this search. Also included in this search are maps that indicate many hazards that may or may not be seismically related, including, but not limited to, liquefaction, landslides, debris flows, mudslides, coastal cliff instability, volcanic hazards and avalanches. A number of various geologic factors may influence the types of geologic hazards present: rainfall amounts, removal of vegetation, erosion, seismic activity, or even human activity. The severity of a geologic hazard depends on the underlying geology, slope, proximity to earthquake faults, and soil type in the area. Many cities and counties require geologic studies before any significant construction if a property is in or near a geologic hazard known to them and certain types of construction may be prohibited.

Based on the maps obtained, the subject Property:

IS  IS NOT located in a supplemental Geologic Hazard Zone  Do not know OR information is not available

### ADDITIONAL INFORMATION:

In an area of MODERATE potential for Liquefaction.

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## ADDITIONAL DISCLOSURES

### AIRPORT INFLUENCE AREA

Section 1103.4 of the California Civil Code requires notice if a property is encompassed within an airport influence area. According to Section 11010 of the Business and Professions Code, an airport influence area is defined as "an area in which current or future airport related noise, overflight, safety or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses." Disclosure Source has utilized publicly available airport influence area maps from county Airport Land Use Commissions (ALUC). Airport influence area maps can be found within a county Airport Land Use Comprehensive Plan, available to the public through most county planning departments. Some airports have not published influence area maps and the property may still be subject to some of the annoyances or inconveniences associated with proximity to airport operations. Airports physically located outside California were not included in this report.

According to airport influence maps available, the subject Property:

IS  IS NOT located in a mapped airport influence area.

If the subject property is located in an airport influence area, the following statement applies - NOTICE OF AIRPORT IN VICINITY This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

### AIRPORT PROXIMITY

California Civil Code §1102.17 states: "The seller of residential real property subject to this article who has actual knowledge that the property is adjacent to , or zoned to allow, an industrial use described in Section 731a of the Code of Civil Procedure, or affected by a nuisance created by such a use, shall give written notice of that knowledge as soon as practicable before transfer of title." Industrial use identified in Section 731a includes but is not limited to airport uses. Aircraft landing facilities listed herein, if any, consists of those owned by the United States Federal Government (Military aviation), public and privately owned civil and commercial aviation facilities; except private landing facilities (restricted public access), glider ports, and facilities that have not been assigned a current location identifier by the Federal Aviation Administration (FAA). Airports physically located outside California were not included in this report.

According to information available from the FAA the company reports the following aircraft landing facilities within two miles of the subject Property. The calculated distance can be dependent upon the size of the airport influence area, if any.

FAA ID#	FACILITY NAME	TYPE	DISTANCE
NONE			

For further information regarding any of the public aircraft landing facilities identified in this report, please contact the following agency:  
**Western Pacific Region Airports Division, 15000 Aviation Blvd, #3012, Lawndale, CA 90261, (310) 725-3600**

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## CALIFORNIA LAND CONSERVATION (WILLIAMSON) ACT

The purpose of the California Land Conservation Act of 1965 (Williamson Act) is to allow local governments and private landowners to enter voluntarily into contracts to restrict the use of parcels of land of no less than 100 acres to agricultural and open space use. The landowner receives compensation for the land use restrictions in the form of reduced property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value.

A Williamson Act contract is initially for a minimum term of ten years but local jurisdictions have the option to increase the initial term up to twenty years. Williamson Act contracts run with the land and are binding on all subsequent landowners. The contract is automatically extended by one year after the tenth and subsequent years unless a request for non-renewal is filed by either party. A request for non-renewal begins a 9 year term during which the tax assessments gradually increase to the full fair market value at which time the contract is terminated. The use of the property will then be controlled by the local jurisdiction's use and zoning laws.

Williamson Act contracts can be canceled only by the landowner's petition; however the minimum penalty for canceling a contract is 12.5 percent of the unrestricted, fair market value of the property. To approve a tentative contract cancellation, a county or city must make specific findings that are supported by substantial evidence. The existence of an opportunity for another use of the property or the uneconomic character of an existing agricultural use shall not, by itself, be a sufficient reason to cancel a contract.

There are penalties for breach of a contract, caused by the owner intentionally using the land for other than agriculture or making the land unusable for the contracted purposes. The penalties for breach of contract are as much as 25% of the unrestricted fair market value of the land rendered incompatible, plus 25% of the value of any building and any related improvements on the contracted land that cause the breach of contract. If a local jurisdiction allows a contract to be canceled and the State determines that there is a breach of contract, the penalties may be reduced, but not to less than 12.5% of the value of the land.

Contact the planning department to obtain information on requirements for entering into a Williamson Act contract and the uses allowed. Local government uniform rules and the specific Williamson Act contract can be more restrictive than the Williamson Act Government Code provisions.

For more information contact the Department of Conservation, Division of Land Resource Protection at 916-324-0850 or visit its website <http://www.conservation.ca.gov/dlrp/lca>. The county assessor's office also maintains information on parcels affected by the Williamson Act.

According to available maps from The California Department of Conservation, the subject Property:

IS  IS NOT in a Williamson Act Zone as depicted on the map.

## RIGHT TO FARM

California Civil Code section 1103.4 requires notice if a property is presently located within one mile of a parcel of real property designated as "Prime Farmland," "Farmland of Statewide Importance," "Unique Farmland," "Farmland of Local Importance," or "Grazing Land" on the most current county-level GIS "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection, and if so, accompanied by the following notice:

NOTICE OF RIGHT TO FARM This property is located within one mile of a farm or ranch land designated on the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to, noise, odors, dust, light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides, and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

According to the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection, the subject Property:

IS  IS NOT located within one mile of a farm or ranch land.

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## MINING OPERATIONS

The California Department of Conservation, Office of Mine Reclamation, maintains a database of map coordinate data submitted annually by mine operators in the State. Section 1103.4 of the California Civil Code requires notice if a property is within one mile of a mine operation for which the mine owner or operator has reported map coordinate data to the Office of Mine Reclamation, pursuant to Section 2207 of the Public Resources Code. ( Note: Not all mine operators have provided map coordinate data to the Office of Mine Reclamation )

According to the database maintained by the California Department of Conservation, Office of Mine Reclamation, the subject Property:

IS  IS NOT located within one mile of a mine operation.

If the subject Property is within one mile of a mine, the following statement applies - NOTICE OF MINING OPERATIONS:

This property is located within one mile of a mine operation for which the mine owner or operator has reported mine location data to the Department of Conservation pursuant to Section 2207 of the Public Resources Code. Accordingly, the property may be subject to inconveniences resulting from mining operations. You may wish to consider the impacts of these practices before you complete your transaction .

In addition to active mines, California's landscape contains tens of thousands of abandoned mine sites. Many of these mines were immediately abandoned when insufficient minerals were found or when poor economics of the commodity made mining unprofitable. It is estimated that the majority of abandoned mines possess serious physical safety hazards, such as open shafts or adits (mine tunnel), while many others pose environmental hazards. Thousands of sites have the potential to contaminate surface water, groundwater, or air quality. Some are such massive problems as to earn a spot on the Federal Superfund list.

In the interest of environmental and public health and safety, the Department of Conservation (DOC) undertook a three-year effort to determine "the magnitude and scope of the abandoned mine problem in California." An inventory of abandoned mines was accomplished, culminating in a report to the Governor and Legislature. Prior to that effort, the number of abandoned mines reported was based solely on legacy databases and ranged from a low of 7,000 to a high of 20,000 abandoned mines. The DOC shows there are more than 47,000 abandoned mines statewide.

The reports, maps, and additional information on abandoned mines are available at the California Department of Conservation, Office of Mine Reclamation [http://www.conservation.ca.gov/OMR/abandoned\\_mine\\_lands/](http://www.conservation.ca.gov/OMR/abandoned_mine_lands/). The State of California, Department of Conservation makes no warranty, express or implied, as to the accuracy of these data or the suitability of the data for any particular use. Distribution of these data is intended for informational purposes and should not be considered authoritative or relied upon for navigation, engineering, legal, or other site-specific uses, including but not limited to the obligations of transferors of real property and their disclosure obligations under California law.

Parties with concerns about the existence or impact of abandoned mines in the vicinity of the property should contact the State Office of Mine Reclamation at: <http://www.conservation.ca.gov/OMR> and/or the local Engineering, Planning or Building Departments in the county where the property is located.

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## ENVIRONMENTAL INFORMATION

### IDENTIFIED SITES WITH KNOWN OR POTENTIAL ENVIRONMENTAL CONCERNS

The "Environmental Sites Summary" is divided into three categories: A, B, and C.

Category A: Sites listed with known environmental concerns/contamination. The locations of these sites are researched within a one (1) mile radius of the subject property.

Category B: Sites possessing the potential to release hazardous substances into the environment. These facilities are permitted to generate, treat, store, or dispose of hazardous substances. Locations of these sites are researched within a one-half (1/2) mile radius of the subject property.

Category C: Sites that have Underground Storage Tanks (UST) registered with the appropriate agencies. The locations of these sites are researched within one-eighth (1/8) mile radius of the subject property.

#### ENVIRONMENTAL SITES SUMMARY

Up to 1/8 Mile

1/8 to 1/2 Mile

1/2 to 1 Mile

#### CATEGORY A: SITES WITH KNOWN ENVIRONMENTAL CONCERNS

 U.S. EPA National Priority / Superfund List (NPL)	0	0	0
 Hazardous Waste Sites with Corrective Action (CORRACTS)	0	0	0
 State Priority List (SPL)	1	0	4

#### CATEGORY B: SITES WITH POTENTIAL ENVIRONMENTAL CONCERNS

 Treatment, Storage, Disposal and Generators (TSDG)	1	10	
 Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)	0	0	
 No Further Remedial Action Planned (NFRAP)	0	0	
 Leaking Underground Storage Tanks (LUST)	2	6	
 Solid Waste Landfills, Tire Disposal Centers, or Transfer Stations (SWLF)	0	0	

#### CATEGORY C: SITES WITH REGISTERED UNDERGROUND STORAGE TANKS

 Registered Underground Storage tank(s) (UST)	0		
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## Environmental Sites



This map is for your aid in locating environmental hazard sites in relation to the subject property described above. Please verify street address and /or assessors' parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (expressed or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. Most sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated site. Some NPL sites are depicted by polygons approximating their location and size. The boundaries of the polygons may be different than the actual areas of these sites and may include contaminated areas outside of the listed site. A property may be affected by contamination or environmental hazards that have not been identified on any of the databases researched for this report.

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## Category A: SITES WITH KNOWN ENVIRONMENTAL CONCERNS

Refer to the pages following the site records for contact information and status definitions.

### NATIONAL PRIORITY LIST / SUPERFUND SITES (NPL)

NONE

### HAZARDOUS WASTE SITES WITH CORRECTIVE ACTION (CORRACTS)

NONE

### STATE PRIORITY LIST SITES (SPL)

<b>Record ID#</b>	<b>4</b>	Distance/Direction:	0.09 miles NE
Site Name:	PACIFIC GAS & ELECTRIC/JWP		
Address:	SOMERSVILLE AND BUCHANAN ROADS ANTIOCH, CA 94509		
Status:	REFER: RWQCB		
<b>Record ID#</b>	<b>21</b>	Distance/Direction:	0.62 miles S
Site Name:	ANTIOCH A B F		
Address:	JAMES DONLON BLVD, EAST OF SOMERSVILLE ANTIOCH, CA 94509		
Status:	REFER: RWQCB		
<b>Record ID#</b>	<b>22</b>	Distance/Direction:	0.62 miles S
Site Name:	GBF / PITTSBURG DUMPS		
Address:	SOMERSVILLE RD & JAMES DONLON BLVD ANTIOCH, CA 94509		
Status:	ACTIVE		
<b>Record ID#</b>	<b>23</b>	Distance/Direction:	0.64 miles W
Site Name:	LOS MEDANOS TANK FARM		
Address:	2360 BUCHANAN RD PITTSBURG, CA 94565		
Status:	ACTIVE		
<b>Record ID#</b>	<b>24</b>	Distance/Direction:	0.8 miles SW
Site Name:	SORRENTO VILLAGE		
Address:	NE CORNER OF SOMERSVILLE RD. & JAMES DONLON BLVD. ANTIOCH, CA 94509		
Status:	ACTIVE		

## Category B: SITES WITH POTENTIAL ENVIRONMENTAL CONCERNS

Refer to the pages following the site records for contact information and status definitions.

### TREATMENT, STORAGE, DISPOSAL AND GENERATORS SITES (TSDG)

<b>Record ID#</b>	<b>2</b>	Distance/Direction:	0.05 miles N
Site Name:	EXXON RAS 73982		
Address:	2101 SOMMERSVILLE RD ANTIOCH, CA 94509		
<b>Record ID#</b>	<b>6</b>	Distance/Direction:	0.3 miles NE
Site Name:	DELTA FAIR CLEANERS		
Address:	2362 BUCHANAN RD ANTIOCH, CA 94509		
<b>Record ID#</b>	<b>8</b>	Distance/Direction:	0.31 miles NE
Site Name:	ANTIOCH ENVIRONMENTAL INC		
Address:	1831 SOMERSVILLE RD ANTIOCH, CA 0		

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<b>Record ID#</b>	<b>9</b>	Distance/Direction:	0.32 miles NE
Site Name:	PHOTO HOUSE		
Address:	2350 BUCHANAN RD ANTIOCH, CA 94509		
<b>Record ID#</b>	<b>10</b>	Distance/Direction:	0.33 miles NE
Site Name:	ANTIOCH CHRYSLER JEEP DODGE		
Address:	1810 AUTO CENTER DR ANTIOCH, CA 94509		
<b>Record ID#</b>	<b>11</b>	Distance/Direction:	0.37 miles E
Site Name:	WENTLING CAMERA AND VIDEO		
Address:	2590 DELTA FAIR BLVD STE 62 ANTIOCH, CA 94509		
<b>Record ID#</b>	<b>12</b>	Distance/Direction:	0.41 miles W
Site Name:	CHEVRON PIPE LINE COMPANY		
Address:	2360 BUCHANAN ROAD PITTSBURG, CA 94565		
<b>Record ID#</b>	<b>13</b>	Distance/Direction:	0.41 miles NE
Site Name:	JIMS CALIFORNIA AUTO BODY EAST		
Address:	1705 SOMERSVILLE RD ANTIOCH, CA 94509		
<b>Record ID#</b>	<b>14</b>	Distance/Direction:	0.42 miles NE
Site Name:	JS VALUE CLEANERS		
Address:	2958 DELTA FAIR BLVD ANTIOCH, CA 94509		
<b>Record ID#</b>	<b>17</b>	Distance/Direction:	0.48 miles NE
Site Name:	KAISER ANTIOCH MEDL OFS BLVD		
Address:	3400 DELTA FAIR BLVD ANTIOCH, CA 94509		
<b>Record ID#</b>	<b>20</b>	Distance/Direction:	0.49 miles N
Site Name:	KAISER ANTIOCH MEDL OFS BLVD		
Address:	3400 DELTA FAIR BLVD ANTIOCH, CA 94509		

**COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY INFORMATION SYSTEM SITES (CERCLIS)**  
NONE

**NO FURTHER REMEDIAL ACTION PLANNED SITES (NFRAP)**  
NONE

**LEAKING UNDERGROUND STORAGE TANK SITES (LUST)**

<b>Record ID#</b>	<b>1</b>	Distance/Direction:	0.01 miles S
Site Name:	PG&E ANTIOCH SERVICE YARD SOUTHERN PARCEL		
Address:	SOMERSVILLE AND BUCHANAN RD ANTIOCH, CA 94509		
Status:	COMPLETED - CASE CLOSED		
<b>Record ID#</b>	<b>3</b>	Distance/Direction:	0.06 miles NE
Site Name:	PG&E ANTIOCH SERVICE YARD NORTHERN PARCEL		
Address:	SOMERSVILLE AND BUCHANAN RD ANTIOCH, CA 0		
Status:	OPEN - REMEDIATION		

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<b>Record ID#</b>	<b>5</b>	Distance/Direction:	0.16 miles NE
Site Name:	FORMER SOMERSVILLE ARCO SERVICE STATION		
Address:	2698 SOMERSVILLE ROAD ANTIOCH, CA 0		
Status:	INFORMATIONAL ITEM		
<b>Record ID#</b>	<b>7</b>	Distance/Direction:	0.3 miles S
Site Name:	RESERVOIR 50		
Address:	UNKNOWN ANTIOCH, CA 0		
Status:	COMPLETED - CASE CLOSED		
<b>Record ID#</b>	<b>15</b>	Distance/Direction:	0.43 miles NE
Site Name:	EXXON #7-3982		
Address:	2101 SOMERSVILLE RD ANTIOCH, CA 94509		
Status:	COMPLETED - CASE CLOSED		
<b>Record ID#</b>	<b>16</b>	Distance/Direction:	0.45 miles NE
Site Name:	FORMER DICK KANE MOTORS		
Address:	3100 DELTA FAIR BLVD ANTIOCH, CA 94509		
Status:	COMPLETED - CASE CLOSED		
<b>Record ID#</b>	<b>18</b>	Distance/Direction:	0.48 miles NE
Site Name:	SHELL SS (EX-TEXAXO/REGAL)		
Address:	2010 AUTO CENTER DRIVE ANTIOCH, CA 94509		
Status:	COMPLETED - CASE CLOSED		
<b>Record ID#</b>	<b>19</b>	Distance/Direction:	0.48 miles NE
Site Name:	SHELL		
Address:	2010 SOMERSVILLE RD ANTIOCH, CA 94531		
Status:	COMPLETED - CASE CLOSED		

**SOLID WASTE LANDFILLS, TIRE DISPOSAL CENTERS, OR TRANSFER STATIONS SITES (SWLF)**  
NONE

### Category C: SITES WITH REGISTERED UNDERGROUND STORAGE TANKS

Refer to the pages following the site records for contact information.

**REGISTERED UNDERGROUND STORAGE TANKS SITES (UST)**  
NONE

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## EXPLANATION OF DATABASES RESEARCHED

The Explanation of Databases Researched identifies and provides details on the information sources used to create the report. It also defines the acronyms and certain environmental terminology used throughout the report.

Due to the limitations, constraints, inaccuracies and incompleteness of government information and computer mapping data currently available to Disclosure Source, certain conventions have been utilized in preparing the locations of all federal, state, and local agency sites. Most sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated site. Some NPL sites are depicted by polygons approximating their location and size. The boundaries of the polygons may be different than the actual areas of these sites and may include contaminated areas outside of the listed site. A property may be affected by contamination or environmental hazards that have not been identified on any of the databases researched for this report.

### Category A: Sites With Known Environmental Concerns

#### U.S. EPA National Priority/Superfund List (NPL)

The U.S. Environmental Protection Agency (EPA) maintains a list of sites that fall under the Superfund program. The Superfund program was designed to provide federal resources to assist in facilitating remediation of the United States most environmentally impacted sites (based on the severity of the substance problem identified). Any site identified in this database will require remedial action or a final investigation prior to being removed from the National Priority List.

Specific questions regarding these sites should be directed to the U.S. EPA. Regional office location: 75 Hawthorne Street, San Francisco, CA 94105. (866) 372-9378. To see detailed information on specific sites go to: <https://www.epa.gov/superfund/search-superfund-sites-where-you-live>.

#### Hazardous Waste Sites with Corrective Action (CORRACTS)

The Resource Conservation and Recovery Act Information (RCRAInfo) is a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to regulatory environmental agencies. CORRACTS Sites on this list are facilities that have reported violations and are subject to corrective actions.

For further information contact The United States Environmental Protection Agency. Regional office location: 75 Hawthorne Street, San Francisco, CA 94105, (866) 372-9378 or visit: <http://www.epa.gov/enviro/facts/rcrainfo/search.html>.

#### State Priority List (SPL)

The California Department of Toxic Substances Control's (DTSC's) database EnviroStor, is an online search tool for identifying sites that are known to be contaminated with hazardous substances as well as sites where further studies may reveal problems. EnviroStor is used primarily by DTSC's staff as an informational tool to evaluate and track activities at sites that may have been affected by the release of hazardous substances. For the purpose of this section Disclosure Source includes sites listed in the Cleanup Sites program of EnviroStor.

For more information on a specific site contact: The California Department of Toxic Substances Control 1001 I Street Sacramento, CA 95814, (916) 323-3400 or visit: <http://www.envirostor.dtsc.ca.gov/public/search.asp?basic=True>.

### Category B: Sites With Potential Environmental Concerns

#### Treatment, Storage, Disposal, Generators (TSDG)

The Resource Conservation and Recovery Act Information (RCRAInfo) is a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to regulatory environmental agencies. These sites are facilities that treat, store, dispose of or generate hazardous materials.

Specific questions regarding a particular site should be addressed to: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, (866) 372-9378 or visit: <https://echo.epa.gov/facilities/facility-search>.

#### Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)

The Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. Disclosure Source gathers data from the EPA's Superfund Enterprise Management System (SEMS).

For further information on sites found within this database, please contact: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, or the Superfund Information Center at (800) 424-9346 or visit: <https://cumulis.epa.gov/supercpad/CurSites/srchsites.cfm>.

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#### No Further Remedial Action Planned (NFRAP)

CERCLIS sites that to the best of EPA's knowledge, assessment has been completed and it has been determined that no further steps will be taken to list these sites on the National Priorities List (NPL). This decision does not necessarily mean that there are no hazards associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Additional information is available from: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, (866) 372-9378. Archived site status reports can be downloaded at <https://www.epa.gov/superfund/list-8-archived-site-inventory>.

#### Leaking Underground Storage Tank (LUST)

The State Water Resources Control Board maintains a database of sites with leaking underground storage tanks. Leaking underground storage tanks are a major source of soil and ground water contamination. It is noteworthy to impart the fact that leaking tank information is rarely removed from the State Water Resources Control Board's Underground Storage Tank database.

For further information concerning leaking tanks, contact: The State of California Environmental Protection Agency State Water Resources Control Board, Office of Underground Storage Tanks, 1001 I Street, Sacramento, CA 95814, (916) 341-5851 or visit: <http://geotracker.waterboards.ca.gov/search.asp>.

#### Solid Waste Land Fills, Tire Disposal Centers, or Transfer Stations (SWLF)

Sites classified as Solid Waste Landfills include: landfills (both active and inactive), incinerators, transfer stations, recycling centers, and other facilities where solid waste is treated or stored. The California Integrated Waste Management Board maintains a database on solid waste facilities, operations, and disposal sites throughout the state of California referred to as the Solid Waste Information System (SWIS).

For further information pertaining to Solid Waste Landfills, contact: The State of California, Integrated Waste Management Board, 8800 Cal Center Drive, Sacramento, California 95826, (916) 341-6000 or visit: <http://www.calrecycle.ca.gov/SWFacilities/Directory/search.aspx> or <http://geotracker.waterboards.ca.gov/search.asp>.

Disclosure Source also includes sites listed in the Hazardous Waste Facilities program of DTSC's EnviroStor database.

For more information on a specific site contact: The California Department of Toxic Substances Control 1001 I Street Sacramento, CA 95814, (916) 323-3400 or visit: <http://www.envirostor.dtsc.ca.gov/public/search.asp?basic=True>.

### Category C: Sites With Registered Underground Storage Tanks

#### Registered Underground Storage Tanks (UST)

The State Water Resources Control Board maintains a database of sites with registered underground storage tanks.

For further information concerning underground storage tanks, contact: The State of California Environmental Protection Agency State Water Resources Control Board, Office of Underground Storage Tanks, 1001 I Street, Sacramento, CA 95814, (916) 341-5851 or visit:

<http://geotracker.waterboards.ca.gov/search.asp>.

#### Potential Status Field Definitions:

**Abandoned:** A site that has ceased accepting waste but is not closed pursuant to applicable statutes, regulations and local ordinances in effect at that time, and where there is no responsible party as determined by the local enforcement agency and board.

**Absorbed:** An operational status used only when existing facilities (permitted facilities) are being combined into a single.

**Active:** Identifies that an investigation and/or remediation is currently in progress and that DTSC is actively involved, either in a lead or support capacity. Or a facility/operation currently accepting, handling, processing, or disposing waste.

**ACW (Asbestos Containing Waste) Disposal Site:** A solid waste landfill that accepts asbestos containing waste.

**Backlog:** Identifies non-active sites which DTSC is not currently investigating or remediating. These sites generally become active when staff and /or financial resources are available. Priorities for placing a site on backlog status versus active are based on the degree of long-term threat posed by the property. Before placing a property on backlog status, DTSC considers whether interim actions are necessary to protect the public and the environment from any immediate hazard posed by the property. Often there are no parties available to fund the full cleanup of these properties.

**Border Zone/Haz Waste Property (BZP/HWP):** Identifies properties that went through the Border Zone Property or Hazardous Waste Property process of evaluation. Potential Border Zone properties are located within 2,000 feet of a significant disposal of hazardous waste; Hazardous Waste Property facilities/sites have a significant disposal of hazardous waste.

**Case Closed:** The Regional Board and the Local Agency have determined that no further work is necessary at the site.

**Certified:** Identifies completed sites with previously confirmed release that are subsequently certified by DTSC as having been remediated satisfactorily under DTSC oversight.

**Certified Operation & Maintenance:** Identifies sites that have certified cleanups in place but require ongoing Operation and Maintenance (O&M) activities. The Certified O&M status designation means that all planned activities necessary to address the contamination problems have been implemented. However, some of these remedial activities (such as pumping and treating contaminated groundwater) must be continued for many years before complete cleanup will be achieved. Prior to the Certified O&M designation, all institutional controls (e.g., land use restrictions) that are necessary to protect public health must be in place.

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**Clean closed:** A solid waste disposal site that has documentation of the removal of solid waste on file with the Board. When a site is clean closed, the site is considered to cease to exist as a solid waste disposal site, but records are kept to document the status of the site.

**Closed:** A solid waste facility, site or operation that has ceased accepting, handling, or disposing of waste (and is not inactive) and/or has documentation that closure was conducted in accordance with applicable statutes, regulations, and local ordinances in effect at the time.

**Closing:** A site that has ceased accepting waste and is undergoing closure consistent with an approved final closure plan. Closing applies to landfills or disposal sites undergoing closure operations pursuant to closure plan development and implementation up to certification of closure.

**Completed - Case Closed:** A closure letter or other formal closure decision document has been issued for the site.

**Completed - Case Closed/No Monitoring:** A land disposal site that ceased accepting waste and was closed in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure. The land disposal site was monitored for at least thirty years and Water Board staff has determined that wastes no longer pose a threat to water quality.

**Excluded:** A waste tire site that does not meet the definition of a major or minor waste tire facility.

**Deleted:** Deleted from the Final NPL.

**Final:** Currently on the Final NPL.

**Hazardous Waste Border Zone Property (HWP/BZP):** Potential Border Zone properties are located within 2,000 feet of a significant disposal of hazardous waste, and hazardous waste property sites having significant disposal of hazardous waste.

**Hazardous Waste Disposal Land Use (NOT BZP/HWP):** Identifies facilities/sites that went through the Hazardous Waste or Border Zone Property process and entered into voluntary deed restrictions, but were not formally designated as either a "Border Zone" or "Hazardous Waste Property".

**Inactive - Action Required:** Identifies non-active sites where, through a Preliminary Endangerment Assessment (PEA) or other evaluation, DTSC has determined that a removal or remedial action or further extensive investigation is required.

**Inactive - Needs Evaluation:** Identifies non-active sites where DTSC has determined a PEA or other evaluation is required.

**No Action Required:** Identifies sites where a Phase I Environmental Assessment was completed and resulted in a no action required determination.

**No Further Action:** Identifies completed sites where DTSC determined after investigation, generally a PEA (an initial assessment), that the property does not pose a problem to public health or the environment.

**Non-Operating:** A Treatment, Storage, Disposal or Transfer Facility (TSDTF) with no operating hazardous waste management unit(s).

**Non-Operating Permit:** A facility that has received a hazardous waste facility permit but, has no hazardous waste management operating unit(s). This could be a post-closure permit.

**Not Currently Regulated:** Never regulated by the Board or no longer subject to the Board's regulation. In the case of waste tire locations below 500 tires or tire facilities that have reduced the tire count to under 500.

**Not Proposed:** Not on the NPL.

**Not Reported:** The status was not reported by the Lead Agency.

**Open - Assessment & Interim Remedial Action:** An "interim" remedial action is occurring at the site AND additional activities such as site characterization, investigation, risk evaluation, and/or site conceptual model development are occurring.

**Open - Eligible for Closure:** Corrective action at the Site has been determined to be completed and any remaining petroleum constituents from the release are considered to be low threat to Human Health, Safety, and the Environment.

**Open - Inactive:** No regulatory oversight activities are being conducted by the Lead Agency.

**Open - Remediation:** An approved remedy or remedies has/have been selected for the impacted media at the site and the responsible party (RP) is implementing one or more remedy under an approved cleanup plan for the site.

**Open - Closed/with Monitoring:** A land disposal site that has ceased accepting waste and was closed in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure.

**Open - Closing/with Monitoring:** A land disposal site that is no longer accepting waste and is undergoing all operations necessary to prepare the site for post-closure maintenances in accordance with an approved plan for closure.

**Open - Inactive:** A land disposal site that has ceased accepting waste but has not been formally closed or is still within the post closure monitoring period.

**Open - Operating:** A land disposal site that is accepting waste.

**Open - Proposed:** A land disposal site that is in the process of undergoing the permit process from several agencies.

**Open - Site Assessment:** Site characterization, investigation, risk evaluation, and/or site conceptual model development are occurring at the site. Examples of site assessment activities include, but are not limited to, the following: 1) identification of the contaminants and the investigation of their potential impacts; 2) determination of the threats/impacts to water quality; 3) evaluation of the risk to humans and ecology; 4) delineation of the nature and extent of contamination; 5) delineation of the contaminant plume(s); and 6) development of the Site Conceptual Model.

**Open - Verification Monitoring:** Remediation phases are essentially complete and a monitoring/sampling program is occurring to confirm successful completion of cleanup at the Site. (e.g. No "active" remediation is considered necessary or no additional "active" remediation is anticipated as needed. Active remediation system(s) has/have been shut-off and the potential for a rebound in contaminant concentrations is under evaluation).

**Operating:** A Treatment, Storage, Disposal or Transfer (TSDTF) Facility with an operating hazardous waste management unit(s).

**Part of NPL:** Site is Part of a NPL Site.

**Permitted:** Indicates that a facility or site held a solid waste facility permit.

**Planned:** A facility in the planning stages. It may be awaiting a permit and not yet accepting waste or it may be permitted but not yet constructed or accepting waste.

**Pollution Characterization:** The responsible party is in the process of installing additional monitoring wells and/or borings in order to fully define the lateral and vertical extent of contamination in soil and ground water and assess the hydrogeology of the area. This phase of work may also include performing aquifer tests, soil gas surveys, continued ground water gradient determinations and monitoring, and assessing impacts on surface and /or ground water.

**Post Remedial Action Monitoring:** Periodic ground water or other monitoring at the site, as necessary, in order to verify and/or evaluate the effectiveness of remedial action.

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**Pre-Title 27 CAI - Open/With Monitoring:** A waste management unit that was closed, abandoned or inactive prior to November 27, 1984 (Pre-Title 27) and has monitoring data indicating the unit has the potential to adversely affect water quality. The site has been reopened (post-1984) and is under a detection monitoring program or implementing a corrective action program.

**Pre-Title 27 CAI - Closed/With Monitoring:** A waste management unit that was abandoned or inactive prior to November 27, 1984 (Pre-Title 27) but was not formally and completely closed. The site has the potential to adversely affect water quality and is implementing a detection monitoring program.

**Pre-Title 27 CAI - Closed/No Monitoring:** A waste management unit that was abandoned or inactive (CAI) prior to November 27, 1984 (Pre-Title 27) but was not formally and completely closed and is not implementing a monitoring program. The unit has the potential to adversely affect water quality.

**Pre-Title 27 CAI - Completed - Case Closed/No Monitoring:** A waste management unit that was formally and completely closed prior to November 27, 1984 (Pre-Title 27) in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure. The unit does not pose a threat to water quality.

**Preliminary Endangerment Assessment:** An assessment of information about a site and its surrounding area. A Preliminary Assessment is designed to determine whether a site poses little or no threat to human health and the environment or if it does pose a threat, whether the threat requires further investigation. Generally includes historical review of documents and may include limited sampling of a site.

**Preliminary Site Assessment Underway:** Implementation of a work plan addressing the Preliminary Site Assessment Work Plan.

**Preliminary Site Assessment Work Plan Submitted:** A work plan/proposal has been requested of, or submitted by, the responsible party in order to determine whether groundwater has been, or will be, impacted as a result of a release from any underground tanks or associated piping. This phase of work usually includes plans for the installation and sampling of monitoring wells, soil boring sampling, additional soil excavation, and disposal or treatment of contaminated soil.

**Proposed:** Proposed for NPL, or a facility or operation that is in the planning and development phase and is not yet operational.

**Referred: 1248 Local Agency:** Identifies sites that were referred to a local agency (through the SB 1248 determination process) to supervise the cleanup of a simple waste release.

**Referred: EPA:** Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the United States Environmental Protection Agency (U.S. EPA).

**Referred: IWMB:** Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the California Integrated Waste Management Board (IWMB).

**Referred: Other Agency:** Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by another state or local environmental regulatory agency.

**Referred: RCRA:** Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by DTSC's Hazardous Waste Management Program and are identified as Resource Conservation and Recovery Act (RCRA).

**Referred: RWQCB:** Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the California Regional Water Quality Control Boards (RWQCBs).

**Remedial Action:** Implementation of corrective action plan.

**Remediation Plan:** A remediation plan has been submitted evaluating long term remediation options (or corrective actions). A proposal and implementation schedule for an appropriate remediation option has also been submitted. This phase of work may also include preparing and submitting the necessary information for any permits needed prior to implementation of the plan.

**Removed:** Removed from Proposed NPL

**Reopen Previously Closed Case:** Previously closed cases may be re-opened by the Lead Agency because of new information, a change in site conditions, or other factors such as negative test results during post remedial action monitoring.

**Revoked:** Permit has been taken back (nullified) by the enforcement agency.

**Surrendered:** The voluntary relinquishment of a permit by the operator to the enforcement agency.

**Suspended:** Indicates that the facility, operation or site never had or does not have a Solid Waste Facility Permit.

**To Be Determined:** There is presently not enough information to determine a Regulatory Status or Operational Status. This information may be gathered as part of the Site Investigation Process (SIP) which includes completion of the Site Identification form and Site Assessment form or further investigation by the enforcement agency. Additionally, the operational or regulatory status may be pending permit action, enforcement action, or ongoing investigation.

**Unknown - Insufficient Information.**

**Unpermitted:** Indicates that the facility, operation or site never had or does not have a Solid Waste Facility Permit.

**Voluntary Cleanup:** Identifies sites with either confirmed or unconfirmed releases, and the project proponents have requested that DTSC oversee evaluation, investigation, and/or cleanup activities and have agreed to provide coverage for DTSC's costs.

## Un-Locatable Sites

For reporting purposes, these potential hazard sites from any of the three categories are missing certain pieces of relevant data, such as: street addresses, zip codes, city, or county information. This may be the result of limited governmental records or data. While the site may in fact exist, the absence of accurate (or missing) information may create the inability to delineate the property's radial distance in relation to the subject property on a map. If transferor or transferor's agent has actual knowledge of site(s) with possible contamination or other sensitive environmental impacts not listed in this report, written notification should be provided to the transferee and transferee's agent.

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## NOTICES AND ADVISORIES

### TRANSFER FEE NOTICE

This is commonly known as a "Private Transfer Tax". It is a fee imposed by a private entity such as a property developer, home builder, or home owner association, when a property within a certain type of subdivision is sold or transferred. A private transfer fee may also be imposed by an individual property owner. Private transfer fees are different from city or county Documentary Transfer Taxes. Private Transfer Fees may apply in addition to government Documentary Transfer Taxes that are due upon sale or transfer of the property .

California Civil Code Section 1098 defines a "Transfer Fee" as "any fee payment requirement imposed within a covenant, restriction, or condition contained in any deed, contract, security instrument, or other document affecting the transfer or sale of, or any interest in, real property that requires a fee be paid as a result of transfer of the real property." Certain existing fees such as government fees, court ordered fees, mechanic lien fees, common interest development fees, etc. are specially excluded from the definition of "Transfer Fee" .

**To determine if the property is subject to a Transfer Fee, OBTAIN COPIES OF ALL EXCEPTIONS LISTED ON THE PRELIMINARY TITLE REPORT FROM THE TITLE COMPANY AND READ THEM TO DETERMINE IF ANY TRANSFER FEES ARE APPLICABLE. Please be aware that private transfer fees may be difficult to identify by simply reading the title report.**

**Effective January 1, 2008, Civil Code Section 1102.6e requires the transferor to notify the transferee of whether a private transfer fee applies and if present, to disclose certain specific information about the fee.**

**Content of Disclosure.** Civil Code Section 1102.6e requires the transferor to disclose specific information about any Transfer Fee that may affect the property. Please refer to the legal code or to the C.A.R. Form NTF (11/07), provided by the California Association of Realtors, for a standard format to use in making the Transfer Fee Disclosure if you elect to investigate and make this disclosure personally .

**How to Determine the Existence of a Transfer Fee.** If a Transfer Fee does exist affecting the property, the document creating the fee may be on file with the County Recorder as a notice recorded against the property and should be disclosed in the preliminary title report on the property. However, the preliminary title report will merely disclose the existence of the documents affecting title, not the content of the documents. The title of a document may also not be sufficient to disclose that a transfer fee is included in its terms. Accordingly transferor should (a) request the title company which issued the preliminary title report to provide copies of the documents shown as "exceptions" and (b) review each document to determine if it contains a transfer fee.

## NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL

California Civil Code 1102.6c, states that the seller, or his or her agent, is responsible for delivering a notice specifying information about supplemental tax assessments:

"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 Collector's Office."

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## GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES NOTICE

The following notice is provided to the transferee(s) of real property regarding information about the general location of gas and hazardous liquid transmission pipelines.

### NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

Gas and hazardous liquid pipelines of any size pose a potential risk to life, property and the environment if damaged or punctured. In addition, precise locations of larger gas transmission pipelines are restricted by Federal Homeland Security policies. Additional information relating to other types and sizes of pipelines and other underground utility infrastructures may be available from local pipeline operators such as:

PG&E: <http://www.pge.com/pipelineplanning/>, San Diego Gas & Electric: <http://sdge.com/safety/gas-safety/natural-gas-safety-map>, Sacramento Municipal Utilities District: <https://www.smud.org/en/residential/education-safety/natural-gas-pipelines/natural-gas-pipeline-map.htm>, Southern California Gas: <http://www.socalgas.com/safety/pipeline-maps/>. You may want to contact your local utility provider if they are not listed above.

You should also review your Preliminary Title Report for pipelines right-of-way (easements) and further investigate information about pipelines by contacting the owner or operator responsible for the pipelines, consider what factors, if any, are associated with the property's proximity to pipelines, and determine whether the information you receive is acceptable before you purchase. No excavation work should be done before contacting the One-Call Center ( 811).

## TOXIC MOLD NOTICE (PURSUANT TO THE "TOXIC MOLD PROTECTION ACT OF 2001")

The seller, transferor, or lessor of residential, commercial or industrial property; or a public entity that owns, leases, or operates a building should provide a written disclosure to prospective purchasers, prospective tenants, renters, or occupants if the seller, transferor, lessor or public entity has knowledge of mold conditions or in specified instances has reasonable cause to believe, that mold (visible or hidden) that exceeds permissible exposure limits is present that affects the unit or building. The State Department of Health Services is designated as the lead agency for identifying, adopting, and determining permissible exposure limits to mold in indoor environments, mold identification and remediation efforts.

### PUBLICATIONS PROVIDING INFORMATION ON TOXIC MOLD AVAILABLE ON THE INTERNET:

- Molds, Toxic Molds, and Indoor Air Quality
- Mold in My Home: What Do I Do?
- Stachybotrys Chartarum (atra) - A mold that may be found in water-damaged homes
- Fungi - and Indoor Air Quality
- Health Effects of Toxin-Producing Molds In California
- Mold Remediation in Schools and Commercial Buildings
- Biological Pollutants in Your Home

[www.library.ca.gov/crb/01/notes/v8n1.pdf](http://www.library.ca.gov/crb/01/notes/v8n1.pdf); [www.cdph.ca.gov/programs/IAQ/Pages/IndoorMold.aspx](http://www.cdph.ca.gov/programs/IAQ/Pages/IndoorMold.aspx); [www.ehib.org/topic.jsp?topic\\_key=15](http://www.ehib.org/topic.jsp?topic_key=15);  
[www.epa.gov/mold/](http://www.epa.gov/mold/); [www.cpsc.gov/en/Safety-Education/Safety-Guides/Home/Biological-Pollutants-in-Your-Home/](http://www.cpsc.gov/en/Safety-Education/Safety-Guides/Home/Biological-Pollutants-in-Your-Home/);  
[www.cdph.ca.gov/programs/iaq/pages/indoormold.aspx](http://www.cdph.ca.gov/programs/iaq/pages/indoormold.aspx)

## METHAMPHETAMINE CONTAMINATED PROPERTY NOTICE

California law (Health and Safety Code Section 25400.28) requires property owners to notify prospective buyers in writing of any pending order that would prevent the use or occupancy of a property because of methamphetamine laboratory activity, and to provide the prospective buyer with a copy of the pending order. Receipt of a copy of the pending order shall be acknowledged in writing by the prospective buyer.

The "Methamphetamine Contaminated Property Cleanup Act of 2005," chapter 6.9.1 specifies human occupancy standards for property that is subject to the act. These standards will be replaced by any that are devised by the Department of Toxic Substances Control, in consultation with the Office of Environmental Substances Control. In addition, this Act outlines procedures for local authorities in dealing with methamphetamine contaminated properties, including the use of a property lien. This notice is meant to inform prospective buyers of California disclosure law regarding meth lab activity, and does not indicate or imply that a particular property is or has been contaminated according to this law.

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**Parcel Number:** 076-010-039-6

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## REGISTERED SEX OFFENDER DATABASE NOTICE ALSO KNOWN AS "MEGAN'S LAW"

For more than 50 years, California has required sex offenders to register with their local law enforcement agencies. However, information on the whereabouts of these sex offenders was not available to the public until the implementation of the Child Molester Identification Line in July 1995. The information available was further expanded by California's Megan's Law in 1996 (Chapter 908, Stats. of 1996).

Section 2079.10a of the California Civil Code specifies notice be provided to transferee(s) of real property of the existence of a registered sex offender database:

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides .

The public, excluding those who have registered as sex offenders pursuant to Section 290 of the Penal Code, may search this database by a sex offender's specific name, obtain ZIP Code and city/county listings, obtain detailed personal profile information on each registrant, and use the map application to search a neighborhood or anywhere throughout the State to determine the specific location of any of those registrants on whom the law allows the State of California to display a home address.

In addition, the public may also contact the California Department of Justice, Sex Offender Tracking Program, for information on making an inquiry with the Department concerning at least six individuals as to whether any are required to register as a sex offender and subject to public notification. A fee is assessed for such inquiries, which will be deposited into the Sexual Predator Public Information Account within the Department of Justice. The contact number for the Sex Offender Tracking Program is (916) 227-4974.

## FLOOD INSURANCE NOTICE

Floods can have a devastating effect on communities, causing loss of life, property damage, and loss of income, and can have an adverse effect on government functioning. As such, the federal government has designed measures that are intended to aid disaster assistance by encouraging insurance coverage for those properties in flood disaster areas.

In addition to the flood disclosure in the State Natural Hazard Disclosures, Federal law {U.S. Code Title 42, Chapter 68, subchapter III, § 5154a(b)(1)} requires a transferor, no later than the date on which a property is to be transferred, to notify a transferee of the requirement to purchase and maintain flood insurance, if disaster relief assistance (including a loan assistance payment) has been previously provided on that property and such assistance was conditioned on obtaining flood insurance according to Federal law. If a transferee fails to obtain and maintain flood insurance on a property disclosed to have been in a previous federal disaster area and that received disaster relief assistance, then no Federal disaster relief assistance will be made available should that property subsequently be in a flood disaster area. If a transferor fails to notify a transferee of the requirement to purchase and maintain flood insurance because of said property's inclusion in a Federal disaster area and Federal disaster relief assistance was received for that property, and the transferee does not obtain and maintain flood insurance, then should that property be damaged by a flood disaster and receive Federal disaster relief assistance, the transferor will be required to reimburse the Federal Government for the amount of that assistance for that property.

State law (SBX1 7, Chaptered October 10, 1995) also prohibits "state disaster assistance from being provided to a person required to maintain flood insurance by state or federal law, who has canceled or failed to maintain that coverage."

The information contained here is not intended to indicate whether a property has been in a Federal disaster area and has received Federal disaster relief assistance, but merely to indicate an additional flood insurance disclosure requirement related to future disaster relief assistance availability.

## MILITARY ORDNANCE LOCATION NOTICE

California Civil Code Section §1102.15 states "The seller of residential real property subject to this article who has actual knowledge of any former federal or state ordnance locations within the neighborhood area shall give written notice of that knowledge as soon as practicable before transfer of title."

For purposes of this notice, "former federal or state ordnance locations" means an area identified by an agency or instrumentality of the federal or state government as an area once used for military training purposes, which may contain potentially explosive munitions.

"Neighborhood area" means within one mile of the residential real property.

For more information or to view the location of site(s) near a property, go to:

<http://www.usace.army.mil/Missions/Environmental/FormerlyUsedDefenseSites.aspx> and <http://rsgisias.crrrel.usace.army.mil/apex/f?p=516:2:0>

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## WATER-CONSERVING PLUMBING FIXTURE NOTICE

On and after January 1, 2017, a seller or transferor of single-family residential real property built on or before January 1, 1994 shall disclose, in writing, to the prospective purchaser or transferee that Section 1101.4 of the Civil Code requires that California single-family residences be equipped with water-conserving plumbing fixtures on or before January 1, 2017, and whether the property includes any noncompliant plumbing fixtures.

Further, on and after January 1, 2019, a seller or transferor of multifamily residential real property or of commercial real property built on or before January 1, 1994 shall disclose to the prospective purchaser or transferee, in writing, that all noncompliant plumbing fixtures in any multifamily residential real property and in any commercial real property shall be replaced with water-conserving plumbing fixtures on or before January 1, 2019, and whether the property includes any noncompliant plumbing fixtures.

For purposes of these requirements, noncompliant plumbing fixtures mean any toilet manufactured to use more than 1.6 gallons of water per flush, any urinal manufactured to use more than one gallon of water per flush, any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, any interior faucet that emits more than 2.2 gallons of water per minute.

## HABITAT SENSITIVITY AREA / ENDANGERED SPECIES ADVISORY

The California Endangered Species Act, Fish and Game Code, section 2051, states that there are certain species of fish, wildlife and plants that are in danger of, or threatened with, extinction because their habitats are being threatened, destroyed or adversely modified. Legislation declares that landowner cooperation is essential for conservation on those lands that have been identified as a habitat for endangered or threatened species. According to Section 2052.1 of the Fish and Game Code, if a person needs to address mitigation measures in relation to a particular impact on a threatened species, then those measures will be roughly proportional to the impact that the person has on those species. Disclosure Source recommends the transferee contact the local planning department and the California Department of Fish & Wildlife to ascertain what, if any, considerations might be involved as a result of being in or nearby habitat sensitive areas. Additional information is available at <https://www.wildlife.ca.gov/Conservation/CESA>.

## OIL, GAS WELLS & METHANE ADVISORY

California's oil and gas production has been in decline since the 1980's and wells, many of which were drilled at the turn of the past century, have been shut down or improperly abandoned. Such wells are often found when they begin to leak oil, natural gas (methane), or water. Building construction in the past several years has expanded into areas where wells were once, or are, active. Transferee should be aware that wells may exist on or near any property and new construction may also be restricted in the vicinity of wells. The California Division of Oil, Gas and Geothermal Resources administers the program to properly abandon wells. Abandoned or active oil wells, areas containing petroleum deposits, oil fields, landfills, and gas storage facilities could present risks and safety hazards to life, health, and natural resources. Risks could include, but are not limited to, soil and ground water contamination, physical safety hazards to humans and animals, fire hazards, oil and methane seeps, and air quality problems.

Migration of methane gas into areas containing impermeable surfaces (i.e. concrete, pavement, basements, etc.) can trap the gas, resulting in the accumulation of high concentrations. Although natural methane gas is relatively harmless, high concentrations of it can be hazardous due to its highly combustible chemical composition, as well as its ability to displace oxygen. Properties located in a methane zone may be required to undergo testing and mitigation. Disclosure Source recommends that the transferee contact the local Planning, Building and Safety Department to ascertain what previous measures, if any, might have been taken to properly vent the area and what considerations might apply regarding building permits or renovations. For more information and maps visit <http://www.consrv.ca.gov/dog/> and <http://www.conservation.ca.gov/dog/Pages/WellFinder.aspx>.

## NATURALLY OCCURRING ASBESTOS ADVISORY

Asbestos is the common name for a group of silicate minerals that are made of thin, strong fibers. It occurs naturally in certain geologic settings in California, most commonly in ultrabasic and ultramafic rock, including serpentine rock. These rocks are commonly found in the Sierra Foothills, the Klamath Mountains, Coast Ranges, and along some faults. While asbestos is more likely found in these rock formations, its presence is not certain. Because asbestos is a mineral, asbestos fibers are generally stable in the natural environment. The fibers will not evaporate into the air. Some naturally occurring asbestos can become friable, or crushed into a powder. This may occur when vehicles drive over unpaved roads or driveways that are surfaced with ultrabasic, ultramafic or serpentine rock, when land is graded for building purposes, or at quarrying operations. Weathering and erosion may also naturally release asbestos. Friable asbestos can become suspended in the air, and under these conditions, asbestos fibers represent a significant risk to human health. Asbestos is a known carcinogen, and inhalation of asbestos may result in the development of lung cancer. Disclosure Source recommends that the transferee visit the California Department of Conservation, Division of Mines and Geology website for further information and maps at [http://www.consrv.ca.gov/CGS/minerals/hazardous\\_minerals/asbestos/Pages/Index.aspx](http://www.consrv.ca.gov/CGS/minerals/hazardous_minerals/asbestos/Pages/Index.aspx).

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## RADON ADVISORY

Radon is a colorless, odorless radioactive gas that is produced by the natural decay of uranium, which is found in nearly all soils and rocks. Radon can seep from the ground into the air in a property through openings in the ground, and its presence increases the risk of lung cancer. Radon levels are variable and may be influenced by not only geology, but also soil permeability, weather and climatic conditions, building design, condition and usage. The Environmental Protection Agency (EPA) has produced a map that assigns one of three zone designations to each county based on radon potential and each zone designation reflects the average short-term radon measurement that can be expected to be measured in a building without the implementation of radon control methods. That map is not meant to be used to determine whether a particular property should be tested for radon, but is used to assist various government agencies and organizations in focusing their radon program resources. Properties with high levels of radon have been found in all zones. Long-term (up to one year) measurement is generally recommended for the most accurate determination of radon levels. Radon testing is affordable and easily done. Test kits are available at the California Department of Public Health website at <https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/EMB/Radon/Radon-Testing.aspx>.

The EPA recommends all structures should be tested for radon, regardless of geographic location or zone determination. If the radon level is greater than 4 picoCuries per Liter of air (pCi/L), the EPA suggests remediation. Additionally, the California Department of Conservation outlines Radon Zone areas where geologic conditions are likely to produce high, moderate, or low potential indoor radon levels above 4 pCi/L. Those maps are available at <http://www.epa.gov/radon/states/california.html> and [http://www.conservation.ca.gov/cgs/minerals/hazardous\\_minerals/radon/Pages/Index.aspx](http://www.conservation.ca.gov/cgs/minerals/hazardous_minerals/radon/Pages/Index.aspx).

**GOVERNMENTAL GUIDES:** "RESIDENTIAL ENVIRONMENTAL HAZARDS: A GUIDE FOR HOMEOWNERS, HOMEBUYERS, LANDLORDS AND TENANTS"; "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" PUBLISHED BY THE ENVIRONMENTAL PROTECTION AGENCY CONTAINING IMPORTANT INFORMATION REGARDING ENVIRONMENTAL HAZARDS LOCATED ON AND AFFECTING RESIDENTIAL PROPERTY. AVAILABLE FOR DOWNLOAD AT <HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS.ASPX> AND [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS\\_LEAD.ASPX](HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS_LEAD.ASPX)

## SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION JURISDICTION

Concern for the future of San Francisco Bay prompted the California Legislature to create the San Francisco Bay Conservation and Development Commission (BCDC) in 1965. This 27-member commission is made up of appointees from various local governments and state and federal agencies.

California Civil Code Section 1103.4 Et Seq. requires transferors and/or their agent(s) to disclose to prospective transferees written notice if the property is located within the jurisdiction of the San Francisco Bay Conservation and Development Commission, and if so, accompanied by the following notice:

### Notice of San Francisco Bay Conservation and Development Commission Jurisdiction

This property is located within the jurisdiction of the San Francisco Bay Conservation and Development Commission. Use and development of property within the commission's jurisdiction may be subject to special regulations, restrictions, and permit requirements. You may wish to investigate and determine whether they are acceptable to you and your intended use of the property before you complete your transaction.

The BCDC specifically notes that there are no official maps that outline the jurisdiction of the BCDC, including those maps in the San Francisco Bay Plan or other BCDC documents. According to the BCDC website:

The Commission's jurisdiction is legally delineated by California statute and is determined and implemented only by the Commission's review of applications, projects, and violations, on a case-by-case basis. Therefore, you must contact the Commission in order to determine if a project falls within its jurisdiction.

Thus, although information is available on the BCDC website at [www.bcdc.ca.gov](http://www.bcdc.ca.gov), the BCDC is stating that such information should not be relied upon for jurisdiction questions. Furthermore, THE INFORMATION PRESENTED HERE IS NOT TO BE RELIED UPON TO DETERMINE IF A PROPERTY IS WITHIN BCDC JURISDICTION, AND THE ACCOMPANYING NOTICE OF INCLUSION IN BCDC JURISDICTION, IF SO LOCATED, IS NOT INCLUDED IN INFORMATION PROVIDED BY THE COMPANY.

IN ORDER TO OBTAIN THE CASE-BY-CASE INFORMATION REGARDING WHETHER THE SUBJECT PROPERTY IS WITHIN THE BCDC'S JURISDICTION, YOU SHOULD CONTACT THE BCDC DIRECTLY. THE TELEPHONE NUMBER FOR THE BCDC IS (415) 352-3600.

The responsibilities of the BCDC include regulating all filling and dredging in the Bay and the Bay system, including sloughs and certain creeks and tributaries, as well as salt ponds and other areas diked-off from the Bay; protection of the Suisun Marsh; regulating development near the Bay; overseeing shoreline usage; and working in conjunction with state and federal activities for effective protection and use of the Bay.

According to the Commission website, it should be contacted for projects involving any kind of fill, extraction of materials, development, redevelopment, repair, dredging, or change in use in any area subject to tidal action in or around San Francisco Bay, South San Francisco Bay, San Pablo Bay, Suisun Marsh, and the Carquinez Strait, including all tidal sloughs, wetlands, creeks and rivers, marshlands, salt ponds, managed wetlands, the shoreline band, and the Priority Use Areas described in the Bay Plan. Projects in these areas may require a permit according to State law, and violations of State law may result in civil and criminal penalties.

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## DISCLAIMERS

### Explanation of Services, Conditions and Limitations

#### Statutory and Local/Supplemental Disclosures, Notices and Advisories

The purpose of the Disclosure Report is to assist Recipient(s) in notifying the prospective transferee whether the property is located in any of six statutorily defined natural hazard areas. Disclosure Source has also obtained maps that are both official and publicly available from city, county, and state sources which supplement this natural hazard information.

Disclosure Source is also providing disclosures, notices and advisories on potentially hazardous conditions or occurrences that may affect the subject property. These additional disclosures, notices and advisories are either required by the California Civil Code, local ordinance, or the information is readily available. Disclosure Source recommends contacting the local building and planning departments prior to the transfer to help ascertain, what, if any, additional requirements there might be for construction or renovation, and building code requirements for this property. Disclosure Source has not performed a visual or physical inspection of the property. This report is not a substitute for a visual or physical inspection of the property or geologic or engineering study. Disclosure Source assumes no responsibility for any costs or consequences, direct or indirect, arising due to the need, or the lack of need, for earthquake insurance, fire insurance or flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

In order to prepare this report, either the transferor (or his/her agent) or the transferee (or his/her agent) supplied Disclosure Source with the Assessor's Parcel Number ("APN") for the subject property. Disclosure Source has not verified the accuracy of the APN. This report was prepared based upon such APN and shall not, and does not, include any property beyond the boundaries of the subject Property, any structures (whether located on the Property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or waterways, and Disclosure Source shall not be responsible or liable for any losses, liabilities or damages resulting from an incorrect APN. No determination is made and no opinion is expressed, or intended, by this report concerning whether the subject Property is comprised of legal lots in conformance with the California Subdivision Map Act. If the Subject Property is part of a condominium project, planned unit development, or other properties with a common or undivided interest area, the report may indicate that the Subject Property is within the natural hazard zone if any portion of the common or undivided interest area is within the reported natural hazard zone. In preparing this report, Disclosure Source has reviewed and relied upon the statutes identified and has reviewed the records referred to in each determination. This report is not a warranty or a policy of insurance.

#### Environmental Information

The environmental information (including reference aids) assist the transferor(s) in satisfying their general obligations to provide information regarding the property's proximity to site(s) identified by appropriate County, State, and/or Federal Agencies' databases as possessing (either presently or historically) an environmental concern. Disclosure Source has not verified the accuracy, validity, or completeness of those lists and does not insure, warrant or guarantee that they are accurate and up to date. Disclosure Source has not performed a physical inspection of the property and the report is not intended to be used as a preliminary site assessment or Phase 1 report. Disclosure Source does not make any representation as to the health hazards to humans or animals that may be associated with any of the substances that may exist at the sites or how they may affect the subject property. Disclosure Source does not report on the significance or extent of the contamination or remediation of any of the sites identified in the Agencies' databases.

#### Notice to Recipient(s)

Disclosure Source provides the Disclosure Report for the benefit of all Recipient(s), including Transferor, Transferee, and Agents. Disclosure Source considers Recipient(s) to be a contracting party who is subject to the explanation of services, conditions, limitations and disclaimers herein, and by signing the report, Recipient(s) expressly agrees to receive the services, and be bound by the conditions, limitations and disclaimers herein. This report is for the exclusive benefit of the Recipient(s) and (a) there shall be no third party beneficiaries (b) may not be used in any subsequent transaction affecting the subject property, (c) or for any other real property. If for any reason Recipient(s) does not intend to be bound by the conditions, limitations and disclaimers herein, or otherwise finds the Disclosure Report unacceptable, Recipient(s) should immediately contact Disclosure Source.

#### Disclaimer Notice to Third Parties

The information contained in this report is intended for the exclusive benefit and use of Recipient(s). No person other than the recipient(s) should rely upon, refer to, or use this report, or any information contained within this report, for any purpose. Disclosure Source expressly disclaims all liability, including liability for breach of contract and negligence, to persons other than Recipient(s).

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#### Limitation of Liability to Recipient(s)

Disclosure Source has prepared this report solely based upon records and information provided by various governmental and private agencies. Although reasonable care has been exercised by Disclosure Source in compiling the data and information contained in the report, Disclosure Source has assumed that these records and information are accurate and complete, and Disclosure Source has not conducted any independent verification of their accuracy or completeness. Disclosure Source shall not be liable to Recipient(s) for errors, inaccuracies or omissions in this report if such errors, inaccuracies or omissions were based upon information contained in the public and private records used by Disclosure Source, or were known to exist by Recipient(s) on the date of delivery of this report to Recipient(s).

Disclosure Source expressly excludes from liability any disclosures not known to Disclosure Source, or not on the maps used by Disclosure Source, not recorded in the public record as of the date it was reviewed by Disclosure Source, or disclosures not included in the categories included in the Disclosure Report. There may be other disclosures required under applicable state law and/or within Seller and Seller's Agent actual knowledge. Disclosure Source makes no representations as to the adequacy or accuracy of any other representations or disclosures made under applicable state law.

Disclosure Source liability for any claim, or claims, including but not limited to any claim for breach of contract or negligence is limited to actual proven damages as a result of an error or omission in the report and shall be measured by the difference in the fair market value of the property caused by the error or omission as of the date of the report. Disclosure Source shall not be liable for any incidental or consequential damages suffered by Recipient(s).

In the event any provision of this Disclosure Report is held invalid or unenforceable under applicable law, this Disclosure Report shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

#### Change in Information

Updates to the databases used in this Report are determined by the responsible agency and may be made at any time and without notice. For that reason, Disclosure Source maintains an update schedule and makes reasonable efforts to use updated information. The complexities of obtaining and adapting the data into a usable format for preparing this Report necessitate some delay once the updated information is obtained; therefore the Report may be considered accurate only as of the date when the database was last reviewed and implemented by Disclosure Source. Subsequent to Disclosure Source acquisition of Government Records, changes may be made to said Government Records and Disclosure Source shall have no obligation to update the Report or to communicate to any Recipient(s), or any other person, any changes, acts, occurrences, circumstances or agreements occurring after the Date of the Report, which render inaccurate anything contained in the Report. Disclosure Source may at its sole discretion supplement the Report. The determinations made in the Report are time-sensitive. Disclosure Source shall not be liable for any impact on the Property that any change to the Government Records may have. Disclosure Source is under no duty to update this report when or if new information is released or becomes available.

#### Notice of Claim

All Claims and notices shall be addressed to Disclosure Source, Claims Department, 1850 Gateway Blvd, #400, Concord, CA 94520. Any claim must be given promptly in writing when knowledge is acquired by any Claimant of any information which is contrary to the Disclosure Report. If a written claim notice is not given promptly to Disclosure Source, then, all liability of Disclosure Source shall terminate with regard to the matters for which a prompt claim notice is required but only to the extent that the failure to give prompt written notice has prejudiced Disclosure Source.

BY ACCEPTING OR USING THIS REPORT, THE TRANSFEROR, TRANSFEREE AND AGENT(S) HEREBY AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND LIMITATIONS OF LIABILITY STATED HEREIN.

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## ACKNOWLEDGEMENT FOR RECEIPT OF DISCLOSURES, NOTICES AND ADVISORIES

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the subject property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE TRANSFEROR AND HIS OR HER AGENT(S) HAVE PROVIDED THE PROSPECTIVE TRANSFEREE(S) INFORMATION INCLUDED WITHIN THE DISCLOSURE REPORT ABOUT:

**NATURAL HAZARD DISCLOSURES:**

IF THE PROPERTY IS LOCATED IN A FLOOD, FIRE, SEISMIC/GEOLOGIC, OR FAULT HAZARD(S) AS PER MAPS FROM CITY, COUNTY, STATE OR FEDERAL SOURCES.

**AIRPORT INFLUENCE AND AIRPORT PROXIMITY:**

IF THE PROPERTY IS AFFECTED BY AN AIRPORT INFLUENCE AREA AND THE PROPERTY'S PROXIMITY TO ANY AREA WITH AIRCRAFT LANDING FACILITIES.

**WILLIAMSON ACT:**

IF THE PROPERTY IS IN A WILLIAMSON ACT ZONE AS DEPICTED ON THE MAP FROM THE CALIFORNIA DEPARTMENT OF CONSERVATION.

**RIGHT TO FARM DISCLOSURE:**

OF THE EXISTENCE OF PRIME FARMLAND WITHIN ONE MILE OF THE SUBJECT PROPERTY.

**MINING OPERATIONS DISCLOSURE:**

OF THE EXISTENCE OF MINING OPERATIONS WITHIN ONE MILE OF THE SUBJECT PROPERTY.

**ENVIRONMENTAL INFORMATION:**

INFORMATION REGARDING SITES WITH ENVIRONMENTAL CONCERNS.

**TRANSFER FEE NOTICE AND NOTICE OF SUPPLEMENTAL PROPERTY TAX BILL**

TRANSFER FEE NOTICE AND NOTICE OF SUPPLEMENTAL PROPERTY TAX BILL.

**GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES NOTICE:**

NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES.

**TOXIC MOLD NOTICE:**

A TRANSFEROR NOTICE OF ANY MOLD CONDITIONS.

**METHAMPHETAMINE CONTAMINATED PROPERTY NOTICE:**

INFORMATION ABOUT METHAMPHETAMINE CONTAMINATED PROPERTY NOTIFICATION REQUIREMENTS.

**MEGAN'S LAW NOTICE:**

INFORMATION REGARDING PERSONS WHO ARE REQUIRED TO REGISTER WITH THE DEPARTMENT OF JUSTICE RESULTING FROM A CONVICTION FOR A SEXUALLY BASED OFFENSE.

**FLOOD INSURANCE NOTICE:**

A NOTICE CONTAINING INFORMATION ABOUT FUTURE DISASTER RELIEF AVAILABILITY IN RELATION TO PAST DISASTER RELIEF ASSISTANCE AND FLOOD INSURANCE REQUIREMENT.

**MILITARY ORDNANCE LOCATION NOTICE:**

A NOTICE REGARDING FORMERLY USED FEDERAL/STATE MILITARY ORDNANCE SITES.

**WATER-CONSERVING PLUMBING FIXTURE NOTICE:**

A NOTICE REGARDING THE REPLACEMENT OF NON-COMPLIANT PLUMBING FIXTURES.

**HABITAT SENSITIVITY AREA/ENDANGERED SPECIES ADVISORY:**

OF THE EXISTENCE OF ENDANGERED SPECIES AND HABITAT SENSITIVITY AREAS IN THE STATE.

**OIL, GAS WELLS & METHANE ADVISORY:**

OF THE EXISTENCE OF OIL, GAS WELLS & METHANE IN THE STATE.

**NATURALLY OCCURRING ASBESTOS ADVISORY:**

OF THE SOURCE OF INFORMATION REGARDING NATURALLY OCCURRING ASBESTOS.

**RADON ADVISORY:**

OF THE SOURCE OF INFORMATION REGARDING RADON ZONES.

**SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION JURISDICTION:**

THE JURISDICTION OF THE SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION.

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.

TRANSFEROR(S) AND TRANSFEREE(S) ACKNOWLEDGE RECEIPT OF THE INFORMATION REFERENCED ABOVE INCLUDED IN THE REPORT FOR THE ABOVE DESCRIBED PROPERTY

Signature of Transferor (Seller) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Transferor (Seller) \_\_\_\_\_ Date \_\_\_\_\_

Agent(s) \_\_\_\_\_ Date \_\_\_\_\_

Agent(s) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Transferee (Buyer) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Transferee (Buyer) \_\_\_\_\_ Date \_\_\_\_\_

**Attachment 3 – No Further Action Determination for Parcel B**



## Central Valley Regional Water Quality Control Board

1 November 2016

Ms. Anne Conner  
PG&E Sr Remediation Project Manager  
3401 Crow Canyon Road  
San Ramon, CA 94583

### **NO FURTHER ACTION DETERMINATION, PACIFIC GAS AND ELECTRIC COMPANY, FORMER PG&E ANTIOCH SERVICE CENTER SOUTHERN PARCEL (PARCEL B), CONTRA COSTA COUNTY**

The California Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board) has reviewed the 7 August 2015 Request for No Further Action Determination for the Pacific Gas and Electric Company (PG&E), Former Antioch Service Center Southern Parcel (Parcel B), Antioch, Contra Costa County (Site).

As indicated in the attached Rationale for Considering No Further Action, PG&E has satisfactorily completed site investigation at the Site.

On 28 September 2016, the Central Valley Water Board provided a 30-day public notice on the Central Valley Water Board's public website and PG&E informed nearby residents and other interested parties of their opportunity to provide comments on this request for closure. No comments regarding closure were received.

There is currently no groundwater monitoring wells or structures located on Parcel B. Consequently, this No Further Action is effective immediately. This No Further Action applies exclusively to soil at Parcel B and does not include groundwater. A land use covenant (LUC) will be placed on groundwater for Parcel B, which is encountered at 85 feet below ground surface.

Issuance of a No Further Action Determination does not preclude future action by the Central Valley Water Board if subsequent monitoring, testing, or analysis indicates that the remedial action standards and objectives were not achieved; a new or previously undiscovered release occurs at the Site; or if new information indicates that further site investigation and remedial action are required to prevent a significant risk to human health and safety, the environment, or water quality.

26 September 2016

If you have questions about this letter, you may call John Murphy of my staff at (916) 464-4636. Please note that staff oversight charges for work associated with this No Further Action letter will be billed in the same manner as previous invoices.

Sincerely,

  
PAMELA C. CREEDON For  
Executive Officer

cc: Contra Costa County Environmental Services Division  
255 Glacier Drive, Martinez, CA 94553

**Attachment 4 – Land Use Covenants for Parcel A**

**RECORDING REQUESTED BY:**

Pacific Gas and Electric Company  
3401 Crow Canyon Road  
San Ramon, California 94583

**WHEN RECORDED, MAIL TO:**

Kevin Sullivan, Director, Environmental Remediation  
Pacific Gas and Electric Company  
3401 Crow Canyon Road  
San Ramon, California 94583



CONTRA COSTA Co Recorder Office  
JOSEPH CANCIAMILLA, Clerk - Recorder  
**DOC - 2017 - 0084267 - 00**



Check Number  
Tuesday, MAY 16, 2017 08:40:00  
MOD \$12.00 REC \$22.00 FTC \$11.00  
RED \$1.00 ERD \$1.00  
Ttl Pd \$47.00 Nbr-0002919818

CLM / RV / 1-12

**COVENANT TO RESTRICT USE OF PROPERTY**

**ENVIRONMENTAL RESTRICTION**

(Re: Parcel A of Former PG&E Antioch Service Yard

**Southeast corner of the intersection of Buchanan and Sommersville Roads, Antioch,  
Contra Costa County, California; A Portion of Assessor's Parcel Number 076-010-035;  
Site Code: SL205092993)**

This Covenant ("Covenant") is made by Pacific Gas and Electric Company ("PG&E," or "Covenantor"). The property, which is situated in the City of Antioch and the County of Contra Costa, State of California and described in Exhibit C attached hereto and incorporated herein by this reference (the "Property"), is owned by the Covenantor. The Covenantor is authorized to enter into this Covenant, which is entered into for the benefit of PG&E as covenantee.

Pursuant to Civil Code Section 1471, this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials, as defined in Health & Safety Code ("H&SC") Section 25260. Accordingly, use of the Property shall be restricted as set forth in this Covenant.

**ARTICLE I**

**STATEMENT OF FACTS**

1.01 Property Description. The Property, totaling approximately 1.13 acres, is depicted as Parcel A in Exhibits A and B and described in Exhibit C.

1.02 Soil and Groundwater Conditions. Contaminants at the Property include petroleum hydrocarbons (diesel and heavier ends) in groundwater, which is first encountered at 85 feet below ground surface. The pre-cleanup conditions at the Property are described in the Focused Feasibility Study (FFS) submitted on Covenantor's behalf to the California Regional Water Quality Control Board, Central Valley Region ("Regional Water Board") on June 17, 2015. Covenantor intends to perform a cleanup including (a) excavation and off-site disposal of the top 6.5 feet of soil on the Property, (b) backfilling with clean material, and (c) land use controls. Covenantor anticipates that (i) post-cleanup residual contaminants remaining at the Property will include petroleum hydrocarbons, polycyclic aromatic hydrocarbons, and volatile organic compounds (VOCs); and (ii) the bottom 5 feet of clean backfill – i.e., from 1.5 feet below ground surface (bgs) to 6.5 feet bgs – will serve as a Bio-attenuation zone for any VOC vapors arising from the deeper contaminants. The FFS can be found on the Regional Water Board's Geotracker website under the "Site Maps/Documents" tab for the Property.

## ARTICLE II

### DEFINITIONS

2.01 Regional Water Board or RWQCB. "Regional Water Board" shall mean the Regional Water Quality Control Board, Central Valley Region, and shall include its successor agencies, if any.

2.02 Owner. "Owner" means Pacific Gas and Electric Company, its successors in interest, including heirs and assigns, who at any time hold title to or an ownership interest in all or any portion of the Property, during the time of such ownership.

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

2.04 Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, sidewalks, improved parking areas, wells, pipelines, or other utilities. "Allowed Improvements" includes light standards, signs, roads, driveways, sidewalks, other hardscape, parking areas, landscaping, storm water basins, and utilities. "Prohibited Improvements" includes all Improvements that are not Allowed Improvements.

2.05 Focused Feasibility Study or FFS. “Focused Feasibility Study” or “FFS” means the Focused Feasibility Study submitted on Covenantor’s behalf to the Regional Water Board on June 17, 2015.

2.06 Bio-attenuation zone. “Bio-attenuation zone” means the 5-foot thick layer of clean backfill on the Property, ranging from 1.5 feet below ground surface (bgs) to 6.5 feet bgs, as more fully described in the FFS.

2.07 VOCs. “VOCs” means volatile organic compounds. “VOC vapors” means VOCs in gaseous form.

### ARTICLE III GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, “Restrictions”), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to Civil Code Section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by PG&E; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners/Occupants. This Covenant binds all Owners/Occupants of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners/Occupants, heirs, successors, and assignees. Pursuant to Civil Code Section 1471(b), all successive Owners/Occupants of the Property are expressly bound hereby for the benefit of PG&E.

3.03 Written Notification of Covenant. Written notice of the existence of this Covenant – using the full title, “Covenant to Restrict Use of Property, Environmental Restriction” – shall be given to the buyer or lessee of the Property prior to the sale or lease of the Property, and Owner shall include in all leases provisions requiring lessees to give similar notice to sub-lessees.

3.04 Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and lease for any portion of the Property.

3.05 Conveyance of Property. The Covenantor and thereafter Owner shall, no later than thirty (30) days after any conveyance, provide written notice to PG&E of any change in ownership of the Property (excluding easements, licenses, leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one and, if the APN has changed, the APN assigned at the time of transfer. If the new Owner's Property has been assigned a different APN, each such APN that covers the Property must be provided. Notwithstanding the foregoing, Covenantor does not, by reason of this Covenant have authority to approve, disapprove, or otherwise affect any conveyance or proposed conveyance of the Property except as otherwise provided by specific provision of this Covenant. The Regional Water Board does not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

#### ARTICLE IV

#### RESTRICTIONS

4.01 Restrictions. The Property may not be put to any of the following uses by Owners/Occupants:

- (1) Any development or use of groundwater on the Property, including but not limited to activities such as construction of any well, extraction, use, or consumption of groundwater from wells within the boundaries of the Property. This restriction does not apply to groundwater monitoring wells.
- (2) Soil disturbance deeper than 1.5 feet (except as allowed under the next paragraph in connection with Allowed Improvements) or construction of any Prohibited Improvements, including enclosed buildings and/or structures for human or animal occupancy or use, except as authorized by a written variance, modification, or termination approved by PG&E pursuant to Section 6.01 or 6.02. Conditions on the issuance of any such approval of Prohibited Improvements may include, without limitation, a requirement that vapor controls be installed.

- (3) Any Allowed Improvements, soil disturbance deeper than 1.5 feet, or activities or uses that alter the Bio-attenuation zone to reduce its effectiveness or create pathways for exposure to VOC vapors, it being understood that Allowed Improvements (and any related soil disturbance deeper than 1.5 feet) shall be deemed not to violate this restriction if they are installed in compliance with a soil management plan that, prior to the installation work, (i) first, has been provided to PG&E for review (but not for PG&E's approval) and (ii) second, has been approved by the Regional Water Board.
- (4) Any Improvements, activities or uses that alter or damage groundwater or soil vapor monitoring wells, or limit access (to the extent such access is permitted by that certain Easement Agreement recorded in the official records of Contra Costa County, California on \_\_\_\_\_, 20\_\_ as Instrument No. \_\_\_\_\_ (the "Easement Agreement")) to those wells for vehicles, equipment and personnel, except as authorized by a written variance, modification, or termination approved by PG&E pursuant to Section 6.01 or 6.02.
- (5) Any use that interferes with Covenantor's ability to gain access (to the extent such access is permitted by the Easement Agreement) to groundwater or soil vapor monitoring wells or soil vapor probes, as required by the Regional Water Board, to assess the effectiveness of the Bio-attenuation zone.

4.02 Requirements Relating to Actions by Easement Holders. Whenever the Owner acquires actual knowledge that a party holding an easement on the Property intends to take any action that Section 4.01 would prohibit the Owner from taking, the Owner shall:

- (1) Promptly notify PG&E of the name, contact information and proposed action of the easement holder, to the extent such information is known by Owner; and
- (2) Notify the easement holder by providing such easement holder with a copy of this Covenant and request the easement holder to consult with PG&E before taking the action.

Owner shall not be liable under this Section 4.02 if it uses best efforts to comply with Sub-Sections (1) and (2).

**ARTICLE V**  
**ENFORCEMENT**

5.01 Indemnification. The Owner or Occupant, as the case may be, shall indemnify PG&E against any and all claims and any and all costs incurred (including, without limitation, costs of removing Improvements) caused by such Owner's or Occupant's breach of this Covenant.

5.02 Injunctive Relief. In the event the Owner or Occupant fails to comply with any provision of this Covenant, PG&E shall be entitled to obtain injunctive relief from a court of competent jurisdiction compelling said Owner or Occupant to comply and to cure any such non-compliance. For example, PG&E shall be entitled to an injunction (a) compelling the Owner or Occupant to remove any Improvements constructed or placed upon any portion of the Property in violation of this Covenant or (b) authorizing PG&E to cure by removing such Improvements and recovering related costs from the Owner or Occupant or both.

5.03 Nothing in this Covenant is intended to preempt the State's authority to implement and enforce applicable laws.

**ARTICLE VI**  
**VARIANCE, TERMINATION, AND TERM**

6.01 Variance. The Owner, or any other aggrieved person, may apply to PG&E for a written variance from the provisions of this Covenant. PG&E shall grant the variance if (a) the Regional Water Board determines that the variance would meet the Regional Water Board standards of protection of human health, safety and the environment, (b) the applicant agrees in writing to release and indemnify PG&E from and against any and all claims arising out of or relating to the granting of the application, and (c) in the case of a variance from Section 4.01, the applicant demonstrates the financial ability to perform that indemnity obligation, assuming a reasonable dollar amount for the obligation, based on the circumstances at the time of the application.

6.02 Termination or Modification. The Owner, or any other aggrieved person, may apply to PG&E for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property. PG&E shall grant the application if (a) the Regional

Water Board determines that the termination or modification would meet the Regional Water Board standards of protection of human health, safety and the environment, (b) the applicant agrees in writing to release and indemnify PG&E from and against any and all claims arising out of or relating to the granting of the application, and (c) in the case of termination or modification of Section 4.01 the applicant demonstrates the financial ability to perform that indemnity obligation, assuming a reasonable dollar amount for the obligation, based on the circumstances at the time of the application.

6.03 Term. This Covenant shall continue in effect in perpetuity unless ended in accordance with the Termination paragraph above.

## ARTICLE VII

### MISCELLANEOUS

7.01 No Dedication or Taking. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing set forth in this Covenant shall be construed to affect a taking under state or federal law.

7.02 Notices. Whenever any person gives or serves any notice ("notice" as used here includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: when delivered, if personally delivered to the person being served or three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To PG&E: Pacific Gas and Electric Company  
3401 Crow Canyon Road  
San Ramon, California 94583  
Attn: Mr. Kevin Sullivan, Director, Environmental Remediation

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

7.03 Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included.

7.04 Exhibits. All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.05 Statutory References. All statutory references include successor provisions.

7.06 Inspection and Reporting Requirements. If required by the Regional Water Board, the Owner shall conduct an annual inspection of the Property during the second quarter of each year and an Annual Inspection Report shall be submitted to PG&E by August 1st of each year. The inspection shall entail evaluation of compliance with Sections 4.01 and 4.02. The annual report must include the dates, times, and names of those who conducted and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual report. If violations are noted, the annual report must detail the steps taken to return to compliance. If the Covenantor or Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Covenantor or Owner shall within 10 days of identifying any such violation, determine the identity of the party in violation, and if a violator is identified, send a letter advising the party of the violation of the Covenant and demand that the violation cease immediately. Additionally, copies of any correspondence between Owner and any party other than PG&E related to claims of breach of Sections 4.01 or 4.02 of this Covenant shall be sent to PG&E within ten (10) business days of Owner's receipt or transmission of such correspondence, provided that this sentence shall not require Owner to provide PG&E with copies of any privileged correspondence.

7.07 Recordation. This Covenant shall have no force or effect until recorded in the official records of County of Contra Costa, and no obligation set forth in this Covenant shall retroactively apply once the Covenant is recorded.

7.08 Approvals. Where the approval or concurrence of PG&E is required under this Covenant, such approval shall not be unreasonably withheld.

Covenantor: Pacific Gas and Electric Company

By: David Harnish  
Name/Title: David Harnish/Manager, Land Department

Date: May 11, 2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

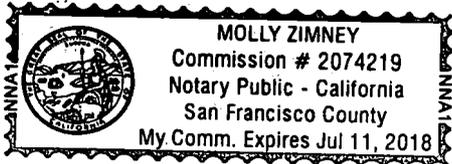
On May 11, 2017 before me,

Molly Zimney, notary public  
*(space above this line is for name and title of the officer/notary),*

personally appeared David Harnish, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

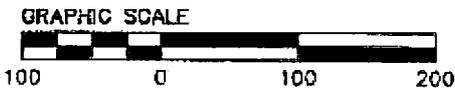
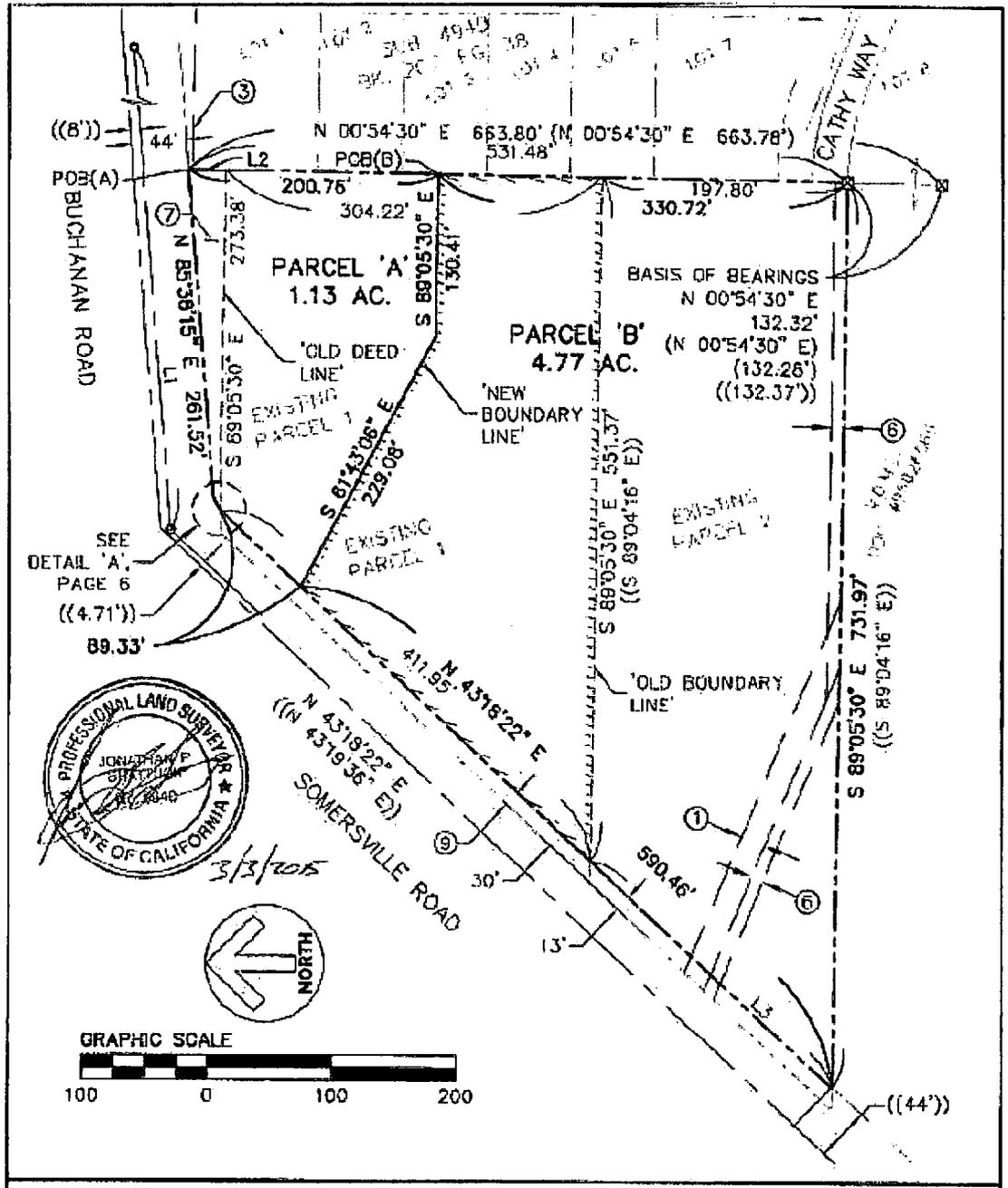
WITNESS my hand and official seal,



[Signature] (seal)  
Signature of Notary Public



**Exhibit B**



980 9TH ST  
SUITE 1770  
SACRAMENTO, CA 95814  
916-556-5900  
916-556-5899 (FAX)

Subject PG&E LOT LINE ADJUSTMENT  
EXHIBIT B  
Job No. 20148096  
By JS Date 02/02/15 Chkd. JS  
SHEET 5 OF 6

**Exhibit C**

**PARCEL 'A'**

THAT PORTION OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 1 IN THE RESOLUTION VACATING AND ABANDONING REAL PROPERTY BY THE CITY COUNCIL OF THE CITY OF ANTIOCH DATED FEBRUARY 10, 1976 AND RECORDED IN BOOK 7763 OF OFFICIAL RECORDS AT PAGE 579, CONTRA COSTA COUNTY RECORDS;

THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID DESCRIBED AND DESIGNATED PARCEL 1 AND THE SOUTHERLY CONTINUATION OF THE EASTERLY BOUNDARY OF SAID PARCEL 1 SOUTH 00°54'30" WEST, A DISTANCE OF 200.76 FEET;

THENCE LEAVING SAID SOUTHERLY CONTINUATION NORTH 89°05'30" WEST, A DISTANCE OF 130.41 FEET;

THENCE NORTH 61°43'06" WEST, A DISTANCE OF 229.08 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF THE EASEMENT FOR PUBLIC PURPOSE OF STREET WIDENING AND UTILITY AND INCIDENTAL PURPOSES, RECORDED JANUARY 21, 2004 AS INSTRUMENT NO. 2004-0021183-00 OF OFFICIAL RECORDS;

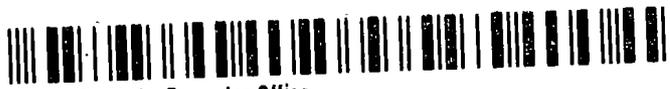
THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY BOUNDARY NORTH 43°18'22" EAST, A DISTANCE OF 89.33 FEET TO THE NORTHEASTERLY MOST CORNER OF SAID EASEMENT;

THENCE SOUTH 89°05'30" EAST, A DISTANCE OF 1.23 FEET TO THE WESTERLY MOST CORNER OF THE LAND PREVIOUSLY DESCRIBED AND DESIGNATED PARCEL 1, SAID POINT IS ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 42°43'25" WEST, THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°21'40" AN ARC LENGTH OF 13.39 FEET;

THENCE ALONG THE NORTHERLY BOUNDARY OF THE PREVIOUSLY DESCRIBED AND DESIGNATED PARCEL 1 NORTH 85°38'15" EAST A DISTANCE OF 261.52 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS TAKEN AS NORTH 00°54'30" EAST, TAKEN BETWEEN THE WEST MONUMENTS OF LOT 8, AS SHOWN ON SUBDIVISION 4940, RECORDED IN BOOK 207, PAGE 38 OF MAPS.

Containing 1.13 Acres, more or less.



CONTRA COSTA Co Recorder Office  
 JOSEPH CANCIAMILLA, Clerk - Recorder  
**DOC - 2017 - 0039192 - 00**  
 Check Number  
 Monday, MAR 06, 2017 10:35:49  
 MOD \$11.00 REC \$21.00 FTC \$10.00  
 RED \$1.00 ERD \$1.00  
 Till Pd \$44.00 Nbr-0002863743



mom / R3 / 1-11

**RECORDING REQUESTED BY:**  
 Pacific Gas and Electric Company  
 3401 Crow Canyon Road  
 San Ramon, California 94583

**WHEN RECORDED, MAIL TO:**  
 Pamela C. Creedon, Executive Officer  
 California Regional Water Quality Control Board, Central Valley Region  
 11020 Sun Center Drive, #200  
 Rancho Cordova, California 95670-6114

2

**COVENANT AND AGREEMENT TO RESTRICT USE OF PROPERTY  
 ENVIRONMENTAL RESTRICTION**

**(Re: Parcel B of Former PG&E Antioch Service Yard**

**Southeast corner of the intersection of Buchanan and Sommersville Roads, Antioch,  
 Contra Costa County, California;  
 A Portion of Assessor's Parcel 076-010-035)**

This Covenant and Agreement ("Covenant") is made by and between Pacific Gas and Electric Company ("PG&E," or the "Covenantor"), and the California Regional Water Quality Control Board, Central Valley Region ("Regional Water Board"). Collectively the Covenantor and the Regional Water Board are referred to as the "Parties." The property, which is situated in the City of Antioch and the County of Contra Costa, State of California and described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"), is owned by the Covenantor. The Covenantor is authorized to enter into this Covenant.

Pursuant to Civil Code Section 1471 and Water Code Sections 13304 and 13307.1, the Regional Water Board has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of potential risk related to the possible presence on the land of hazardous materials, as defined in Health & Safety Code ("H&SC") Section 25260. Accordingly, use of the Property shall be restricted as set forth in this Covenant.

## ARTICLE I

### STATEMENT OF FACTS

1.01 Property Description. The Property, totaling approximately 4.77 acres, is depicted as Parcel B in Exhibit B and described in Exhibit A.

1.02 Soil and Groundwater Conditions. Contaminants at the Property include petroleum hydrocarbons (diesel and heavier ends) in groundwater, which is first encountered at 85 feet below ground surface. The conditions at the Property are more extensively described in the Focused Feasibility Study (FFS) submitted on Covenantor's behalf to the Regional Water Board on June 17, 2015. The FFS can be found on the Regional Water Board's Geotracker website under the "Site Maps/Documents" tab for the Property.

## ARTICLE II

### DEFINITIONS

2.01 Regional Water Board or RWQCB. "Regional Water Board" shall mean the Regional Water Quality Control Board, Central Valley Region, and shall include its successor agencies, if any.

2.02 Owner. "Owner" means Pacific Gas and Electric Company, its successors in interest, including heirs and assigns, who at any time hold title to or an ownership interest in all or any portion of the Property, during the time of such ownership.

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

2.04 Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, sidewalks, improved parking areas, wells, pipelines, or other utilities.

## ARTICLE III

### GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold,

hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to Civil Code Section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by the Regional Water Board; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners/Occupants. This Covenant binds all Owners/Occupants of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners/Occupants, heirs, successors, and assignees. Pursuant to Civil Code Section 1471(b), all successive Owners/Occupants of the Property are expressly bound hereby for the benefit of the State.

3.03 Written Notification of Hazardous Substance Release. Written notice of the existence of this Covenant shall be given to the buyer, lessee, or sublessee of the Property prior to the sale, lease or sublease of the Property.

3.04 Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and lease for any portion of the Property.

3.05 Conveyance of Property. The Covenantor and thereafter Owner shall, no later than thirty (30) days after any conveyance, provide written notice to the Regional Water Board of any change in ownership of the Property (excluding leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one or, if the APN has changed, the APN assigned at the time of transfer. If the new owner's Property has been assigned a different APN, each such APN that covers the Property must be provided. The Regional Water Board does not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

#### **ARTICLE IV**

#### **RESTRICTIONS**

4.01 Restrictions. The Property may not be put to any of the following uses by Owners/Occupants:

- (1) Any development or use of groundwater on the Property, including but not limited to activities such as construction of any well, extraction, use, or consumption of groundwater from wells within the boundaries of the Property. This restriction does not apply to groundwater monitoring wells.

4.02 Access for the Regional Water Board. The Regional Water Board shall have reasonable right of entry and access to the Property defined for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Regional Water Board to protect the public health or safety or the environment, including access to all monitoring wells if any, until such time as those wells are abandoned. Such access shall be during normal business hours and shall not unduly disrupt ongoing operations at the Property. The Regional Water Board shall to the extent possible provide advance notice to, and coordinate with, the Owner, lessee, or sublessee of the Property, as appropriate, regarding access requirements.

## **ARTICLE V**

### **ENFORCEMENT**

5.01 Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Regional Water Board to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Regional Water Board, shall be grounds for the Regional Water Board to pursue administrative, civil or criminal actions, as provided by law.

5.02 Nothing in this Covenant is intended to preempt the State's authority to implement and enforce applicable laws.

## **ARTICLE VI**

### **VARIANCE, TERMINATION, AND TERM**

6.01 Variance. The Owner, or any other aggrieved person, may apply to the Regional Water Board for a written variance from the provisions of this Covenant. The Regional Water

Board will grant the variance only after finding that such a variance would be protective of human health, safety and the environment.

6.02 Termination or Modification. The Owner, or any other aggrieved person, may apply to the Regional Water Board for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property.

6.03 Notices to Covenantor. Any person applying to the Regional Water Board under paragraph 6.01 or 6.02 shall provide contemporaneous notice to Covenantor.

6.04 Term. This Covenant shall continue in effect in perpetuity unless ended in accordance with the Termination paragraph above, by law, or by the State in the exercise of its discretion.

## ARTICLE VII

### MISCELLANEOUS

7.01 No Dedication or Taking. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing set forth in this Covenant shall be construed to affect a taking under state or federal law.

7.02 Notices. Whenever any person gives or serves any notice ("notice" as used here includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: when delivered, if personally delivered to the person being served or three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Regional Water Board: Executive Officer  
California Regional Water Quality Control Board  
Central Valley Region  
11020 Sun Center Drive #200  
Rancho Cordova, CA 95670-6114

To Covenantor: Pacific Gas and Electric Company  
3401 Crow Canyon Road  
San Ramon, California 94583

Attn: Mr. Kevin Sullivan, Director, Environmental Remediation

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

7.03 Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included.

7.04 Exhibits. All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.05 Statutory References. All statutory references include successor provisions.

7.06 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property during the second quarter of each year and an Annual Inspection Report shall be submitted to the Regional Water Board for its approval by August 1st of each year. The inspection shall entail evaluation of compliance with Sections 4.01 and 4.02. The annual report must include the dates, times, and names of those who conducted and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual report. If violations are noted, the annual report must detail the steps taken to return to compliance. If the Covenantor or Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Covenantor or Owner shall within 10 days of identifying any such violation, determine the identity of the party in violation, and if a violator is identified, send a letter advising the party of the violation of the Covenant and demand that the violation cease immediately. Additionally, copies of any correspondence related to the enforcement of this Covenant shall be sent to the Regional Water Board within ten (10) days of its original transmission.

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

7.10 Approvals. Where the approval or concurrence of the Regional Water Board is required under this Covenant, such approval shall not be unreasonably withheld.

Covenantor: Pacific Gas and Electric Company

By:

David Harnish

Name/Title: David Harnish/Manager, Environmental Remediation

Date:

Feb 23, 2017

Regional Water Quality Control Board, Central Valley Region:

By:

Andrew Altevogt

Name/Title: Andrew Altevogt, Assistant Executive Officer

Date:

2/14/17

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of SACRAMENTO

On 2/14/2017 before me,

KIRAN LANFRANCHI-RIZZARDI, notary public  
*(space above this line is for name and title of the officer/notary),*

personally appeared ANDREW ALTEVOGT, 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,



*Kiran Lanfranchi-Rizzardi* (seal)  
Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On 2/23/2017 before me,

Molly Zimney, notary public  
*(space above this line is for name and title of the officer/notary),*

personally appeared David Harnish, 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,

 (seal)  
Signature of Notary Public

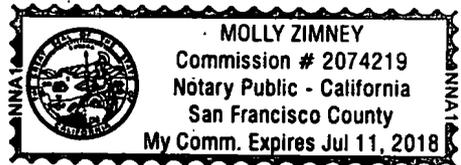


Exhibit 'A'  
PARCEL 'B'

THAT PORTION OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 1 IN THE RESOLUTION VACATING AND ABANDONING REAL PROPERTY BY THE CITY COUNCIL OF THE CITY OF ANTIOCH DATED FEBRUARY 10, 1976 AND RECORDED IN BOOK 7763 OF OFFICIAL RECORDS AT PAGE 579, CONTRA COSTA COUNTY RECORDS;

THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID DESCRIBED AND DESIGNATED PARCEL 1 AND THE SOUTHERLY CONTINUATION OF THE EASTERLY BOUNDARY OF SAID PARCEL 1 SOUTH 00°54'30" WEST, A DISTANCE OF 200.76 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SAID SOUTHERLY CONTINUATION OF THE EASTERLY BOUNDARY SOUTH 00°54'30" WEST, A DISTANCE OF 330.72 FEET TO THE SOUTHERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED DATED AUGUST 26, 1957 FROM STANDARD OIL COMPANY OF CALIFORNIA, A DELAWARE CORPORATION TO LAWRENCE J. DEE, ET UX, RECORDED SEPTEMBER 20, 1957, BOOK 3046, PAGE 526, SERIES NO. 52594, OFFICIAL RECORDS;

THENCE WESTERLY ALONG THE SAID SOUTHERLY BOUNDARY LINE NORTH 89°05'30" WEST, A DISTANCE OF 731.97 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF THE EASEMENT FOR PUBLIC PURPOSE OF STREET WIDENING AND UTILITY AND INCIDENTAL PURPOSES, RECORDED JANUARY 21, 2004 AS INSTRUMENT NO. 2004-0021183-00 OF OFFICIAL RECORDS;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY BOUNDARY NORTH 43°18'22" EAST, A DISTANCE OF 590.46 FEET TO A POINT; SAID POINT BEING 89.33 FEET FROM THE NORTHEASTERLY CORNER OF SAID EASEMENT;

THENCE LEAVING SAID SOUTHEASTERLY BOUNDARY SOUTH 61°43'06" EAST, A DISTANCE OF 229.08 FEET;

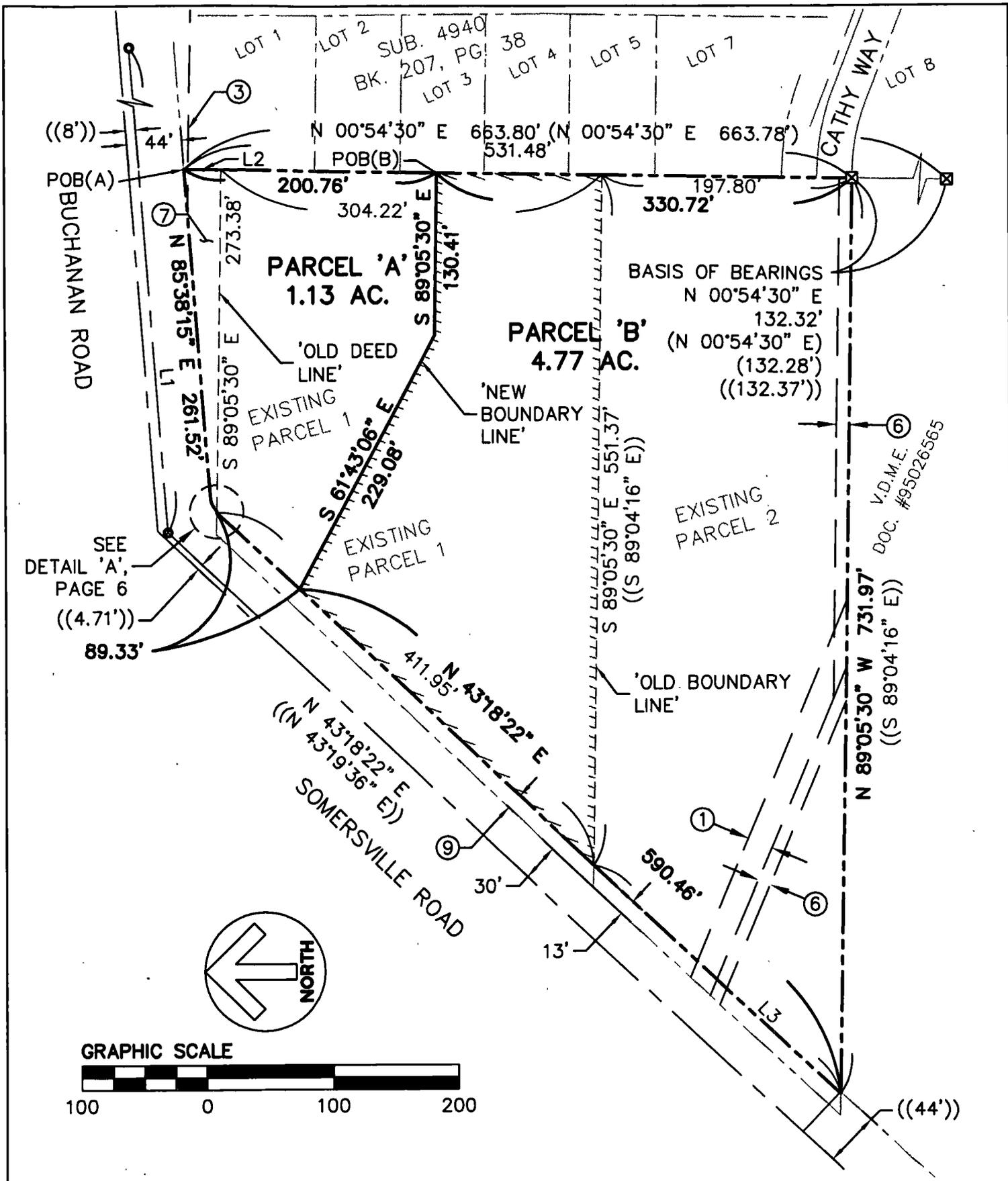
THENCE SOUTH 89°05'30" EAST, A DISTANCE OF 130.41 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS TAKEN AS NORTH 00°54'30" EAST, TAKEN BETWEEN THE WEST MONUMENTS OF LOT 8, AS SHOWN ON SUBDIVISION 4940, RECORDED IN BOOK 207, PAGE 38 OF MAPS.

Containing 4.77 Acres, more or less.

Jonathan P. Shattuck  
PLS 8940

Date



980 9TH ST  
 SUITE 1770  
 SACRAMENTO, CA 95814  
 916-556-5800  
 916-556-5899 (FAX)

Subject PG&E LOT LINE ADJUSTMENT  
 EXHIBIT 'B'  
 Job No. 20148096  
 By JS Date 02/02/15 Chkd. JS  
 SHEET 5 OF 6

*COPY of Document Recorded at  
Contra Costa, CA County Recorder  
2018-0070947 BK: PG:  
05/07/2018 has not been compared with  
original. Original will be returned when  
process has been completed.*

*Fee: 59.00 DTT: 0.00 CA-SB2: 0.00  
Total: 59.00*

**RECORDING REQUESTED BY:**

Pacific Gas and Electric Company  
245 Market Street, N10A, Room 1015  
P.O. Box 770000  
San Francisco, California 94177

**WHEN RECORDED, MAIL TO:**

Pamela C. Creedon, Executive Officer  
California Regional Water Quality Control Board,  
Central Valley Region  
11020 Sun Center Drive, #200  
Rancho Cordova, California 95670-6114

Space Above for Recorder's Use

---

LD 2102-01-10104

**COVENANT TO RESTRICT USE OF PROPERTY**

**ENVIRONMENTAL RESTRICTION**

**(Re: Parcel A of Former PG&E Antioch Service Yard**

**Southeast corner of the intersection of Buchanan and Somersville Roads, Antioch, Contra  
Costa County, California; A Portion of Assessor's Parcel Number 076-010-035;  
Site Code: SL205092993)**

This Covenant ("Covenant") is made by and between Pacific Gas and Electric Company ("PG&E," or "Covenantor"), and the California Regional Water Quality Control Board, Central Valley Region ("Regional Water Board"). Collectively the Covenantor and the Regional Water Board are referred to as the "Parties." The property, which is situated in the City of Antioch and the County of Contra Costa, State of California and described in Exhibit C attached hereto and incorporated herein by this reference (the "Property"), is owned by the Covenantor. The Covenantor is authorized to enter into this Covenant.

Pursuant to Civil Code Section 1471 and Water Code Sections 13304 and 13307.1, the Regional Water Board has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of potential risk related to the possible presence on the land of hazardous materials, as defined in Health & Safety Code ("H&SC") Section 25260. Accordingly, use of the Property shall be restricted as set forth in this Covenant.

## ARTICLE I

### STATEMENT OF FACTS

1.01 Property Description. The Property, totaling approximately 1.13 acres, is depicted as Parcel A in Exhibits A and B and described in Exhibit C.

1.02 Soil and Groundwater Conditions. Contaminants at the Property include petroleum hydrocarbons (diesel and heavier ends) in groundwater, which is first encountered at 85 feet below ground surface. The pre-cleanup conditions at the Property are described in the Focused Feasibility Study (FFS) submitted on Covenantor's behalf to the Regional Water Board on June 17, 2015. The selected remedy is defined in the Remedial Action Plan and Remedial Action Workplan (RAP/RAW) submitted on Covenantor's behalf to the Regional Water Board on October 10, 2016. Covenantor has performed a cleanup according to the RAP/RAW and the Regional Water Board's November 22, 2016 letter (approving the RAP/RAW following a public comment period). The cleanup included (a) excavation and off-site disposal of the top 6.5 feet of soil on the Property, and (b) backfilling with clean material. Post-cleanup conditions at the Property are described in the Remedial Action Completion Report approved by the Regional Water Board on January 4<sup>th</sup>, 2018 (RACR). As more fully described in the RACR, (i) post-cleanup residual contaminants remaining at the Property include petroleum hydrocarbons, polycyclic aromatic hydrocarbons, and volatile organic compounds (VOCs); and (ii) the bottom 5 feet of clean backfill – i.e., from 1.5 feet below ground surface (bgs) to 6.5 feet bgs – will serve as a Bio-attenuation zone for any VOC vapors arising from deeper contaminants. The FFS, RAP/RAW, RACR and other relevant documents can be found on the Regional Water Board's Geotracker website (site identification number SL205092993) under the "Site Maps/Documents" tab for the Property.

## ARTICLE II

### DEFINITIONS

2.01 Regional Water Board or RWQCB. "Regional Water Board" shall mean the Regional Water Quality Control Board, Central Valley Region, and shall include its successor agencies, if any.

2.02 Owner. “Owner” means Pacific Gas and Electric Company, its successors in interest, including heirs and assigns, who at any time hold title to or an ownership interest in all or any portion of the Property, during the time of such ownership.

2.03 Occupant. “Occupant” means Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.04 Improvements. “Improvements” includes, but is not limited to: buildings, structures, roads, driveways, sidewalks, improved parking areas, wells, pipelines, or other utilities. “Allowed Improvements” includes light standards, signs, roads, driveways, sidewalks, other hardscape, parking areas, landscaping, storm water basins, and utilities. “Prohibited Improvements” includes all Improvements that are not Allowed Improvements.

2.05 Focused Feasibility Study or FFS. “Focused Feasibility Study” or “FFS” means the Focused Feasibility Study submitted on Covenantor’s behalf to the Regional Water Board on June 17, 2015.

2.06 Remedial Action Plan and Remedial Action Workplan or RAP/RAW. “Remedial Action Plan and Remedial Action Workplan” or “RAP/RAW” means the Remedial Action Plan and Remedial Action Workplan submitted on Covenantor’s behalf to the Regional Water Board on October 10, 2016 and approved by the Regional Water Board on November 22, 2016.

2.07 Bio-attenuation zone. “Bio-attenuation zone” means the 5-foot thick layer of clean backfill on the Property, ranging from 1.5 feet below ground surface (bgs) to 6.5 feet bgs, as more fully described in the RAP/RAW.

2.08 VOCs. “VOCs” means volatile organic compounds. “VOC vapors” means VOCs in gaseous form.

### ARTICLE III

#### GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, “Restrictions”), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to Civil Code Section 1471; (b) inures to the benefit of and passes with each and every

portion of the Property; (c) is for the benefit of, and is enforceable by the Regional Water Board; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners/Occupants. This Covenant binds all Owners/Occupants of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners/Occupants, heirs, successors, and assignees. Pursuant to Civil Code Section 1471(b), all successive Owners/Occupants of the Property are expressly bound hereby for the benefit of the State.

3.03 Written Notification of Hazardous Substance Release. Written notice of the existence of this Covenant shall be given to the buyer, lessee, or sublessee of the Property prior to the sale, lease, or sublease of the Property.

3.04 Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and lease for any portion of the Property.

3.05 Conveyance of Property. The Covenantor and thereafter Owner shall, no later than thirty (30) days after any conveyance, provide written notice to the Regional Water Board of any change in ownership of the Property (excluding easements, licenses, leases, mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one and, if the APN has changed, the APN assigned at the time of transfer. If the new Owner's Property has been assigned a different APN, each such APN that covers the Property must be provided. The Regional Water Board does not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

#### ARTICLE IV

#### RESTRICTIONS

4.01 Restrictions. The Property may not be put to any of the following uses by Owners/Occupants:

- (1) Any development or use of groundwater on the Property, including but not limited to activities such as construction of any well, extraction, use, or consumption of groundwater from wells within the boundaries of the Property. This restriction does not apply to groundwater monitoring wells.
- (2) Soil disturbance deeper than 1.5 feet (except as allowed under the next paragraph in connection with Allowed Improvements) or construction of any Prohibited Improvements, including enclosed buildings and/or structures for human or animal occupancy or use, except as authorized by a written variance, modification, or termination approved by the Regional Water Board pursuant to Section 6.01 or 6.02.
- (3) Any Allowed Improvements, soil disturbance deeper than 1.5 feet, or activities or uses that alter the Bio-attenuation zone to reduce its effectiveness or create pathways for exposure to VOC vapors, it being understood that Allowed Improvements (and any related soil disturbance deeper than 1.5 feet) shall be deemed not to violate this restriction if they are installed in compliance with a soil management plan that, prior to the installation work, has been approved by the Regional Water Board.
- (4) Any Improvements, activities or uses that alter or damage groundwater or soil vapor monitoring wells, or limit access to those wells for vehicles, equipment and personnel, except as authorized by a written variance, modification, or termination approved by the Regional Water Board pursuant to Section 6.01 or 6.02.
- (5) Any use that interferes with Covenantor's ability to gain access (to the extent such access is permitted by the Easement Agreement) to groundwater or soil vapor monitoring wells or soil vapor probes, as required by the Regional Water Board, to assess the effectiveness of the Bio-attenuation zone.

4.02 Access for the Regional Water Board. The Regional Water Board shall have reasonable right of entry and access to the Property defined for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Regional Water Board to protect the public health or safety or the environment, including access to all monitoring wells if any, until such time as those wells are abandoned. Such access shall be

during normal business hours and shall not unduly disrupt ongoing operations at the Property. The Regional Water Board shall to the extent possible provide advance notice to, and coordinate with, the Owner, lessee, or sublessee of the Property, as appropriate, regarding access requirements.

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### **ENFORCEMENT**

5.01 Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Regional Water Board to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Regional Water Board, shall be grounds for the Regional Water Board to pursue administrative, civil or criminal actions, as provided by law.

5.02 Nothing in this Covenant is intended to preempt the State's authority to implement and enforce applicable laws.

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6.03 Notices to Covenantor. Any person applying to the Regional Water Board under paragraph 6.01 or 6.02 shall provide contemporaneous notice to Covenantor.

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7.02 Notices. Whenever any person gives or serves any notice ("notice" as used here includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: when delivered, if personally delivered to the person being served or three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Regional Water Board:    Executive Officer  
California Regional Water Quality Control Board  
Central Valley Region  
11020 Sun Center Drive #200  
Rancho Cordova, California 95670-6114

To Covenantor:                Pacific Gas and Electric Company  
245 Market Street, N10A, Room 1015  
P.O. Box 770000  
San Francisco, California 94177

With a copy to:                Pacific Gas and Electric Company  
3401 Crow Canyon Road  
San Ramon, California 94583  
Attention: Director, Environmental Remediation

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

7.03 Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included.

7.04 Exhibits. All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.05 Statutory References. All statutory references include successor provisions.

7.06 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property during the second quarter of each year and an Annual Inspection Report shall be submitted to the Regional Water Board for its approval by August 1st of each year. The inspection shall entail evaluation of compliance with Sections 4.01 and 4.02. The annual report must include the dates, times, and names of those who conducted and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual report. If violations are noted, the annual report must detail the steps taken to return to compliance. If the Covenantor or Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Covenantor or Owner shall within 10 days of identifying any such violation, determine the identity of the party in violation, and if a violator is identified, send a letter advising the party of the violation of the Covenant and demand that the violation cease immediately. Additionally, copies of any correspondence related to the enforcement of this Covenant shall be sent to the Regional Water Board and Covenantor within ten (10) days of its original transmission.

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On April 9, 2018 before me,

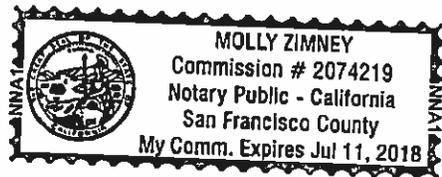
Molly Zimney, notary public  
(space above this line is for name and title of the officer/notary),

personally appeared David Harnish, 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] (seal)  
Signature of Notary Public



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SACRAMENTO

On APRIL 18, 2018 before me,

KIRAN LANFRANCHI-RIZZARDI (NOTARY PUBLIC)  
*(space above this line is for name and title of the officer/notary),*

personally appeared ANDREW ALTEVOGT, 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.

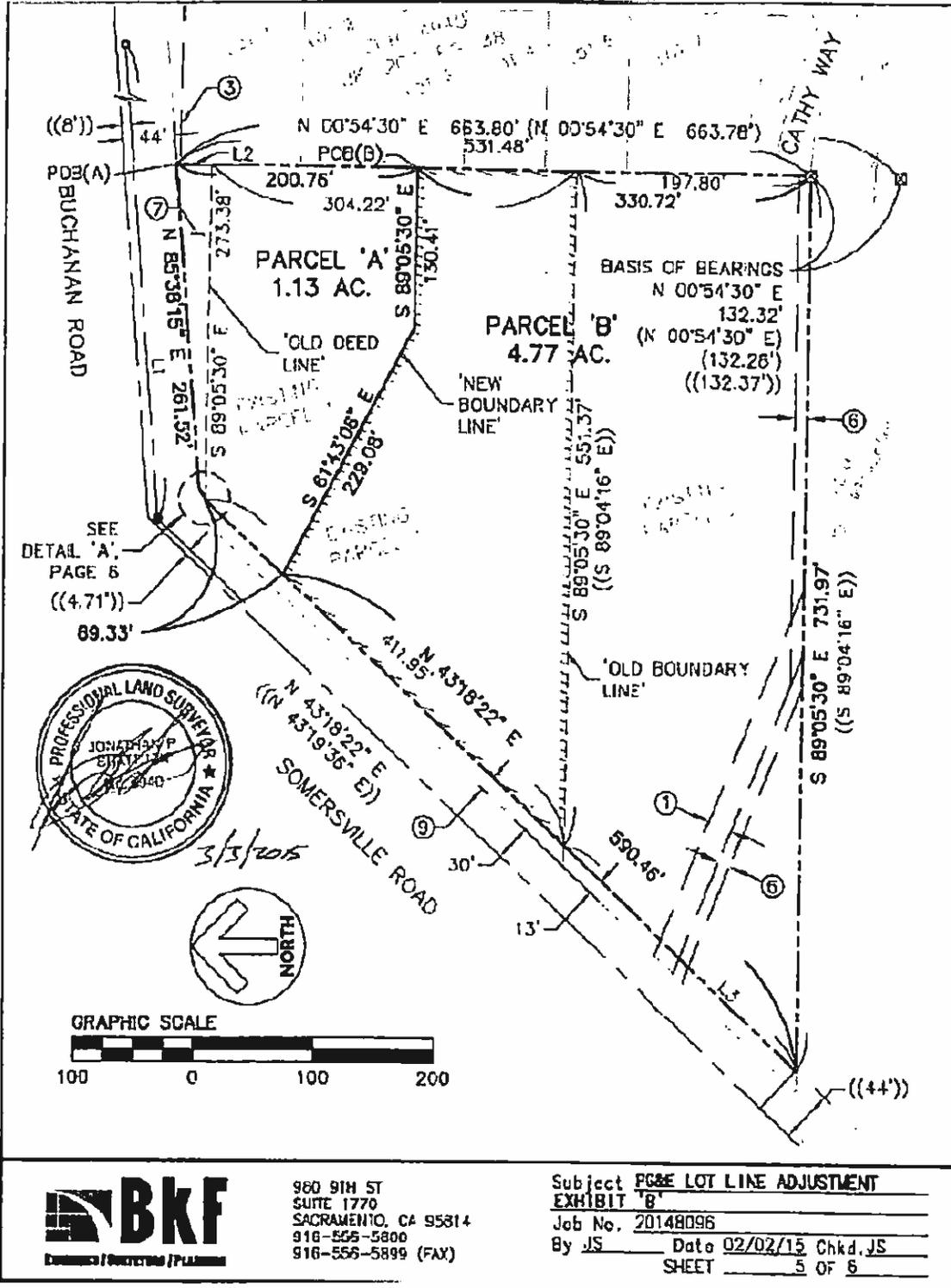


*Kiran Lanfranchi-Rizzardi* (seal)  
Signature of Notary Public

Exhibit A



**Exhibit B**



**Exhibit C**

**PARCEL 'A'**

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BEGINNING AT THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 1 IN THE RESOLUTION VACATING AND ABANDONING REAL PROPERTY BY THE CITY COUNCIL OF THE CITY OF ANTIOCH DATED FEBRUARY 10, 1976 AND RECORDED IN BOOK 7763 OF OFFICIAL RECORDS AT PAGE 579, CONTRA COSTA COUNTY RECORDS;

THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID DESCRIBED AND DESIGNATED PARCEL 1 AND THE SOUTHERLY CONTINUATION OF THE EASTERLY BOUNDARY OF SAID PARCEL 1 SOUTH 00°54'30" WEST, A DISTANCE OF 200.76 FEET;

THENCE LEAVING SAID SOUTHERLY CONTINUATION NORTH 89°05'30" WEST, A DISTANCE OF 130.41 FEET;

THENCE NORTH 61°43'06" WEST, A DISTANCE OF 229.08 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF THE EASEMENT FOR PUBLIC PURPOSE OF STREET WIDENING AND UTILITY AND INCIDENTAL PURPOSES, RECORDED JANUARY 21, 2004 AS INSTRUMENT NO. 2004-0021183-00 OF OFFICIAL RECORDS;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY BOUNDARY NORTH 43°18'22" EAST, A DISTANCE OF 89.33 FEET TO THE NORTHEASTERLY MOST CORNER OF SAID EASEMENT;

THENCE SOUTH 89°05'30" EAST, A DISTANCE OF 1.23 FEET TO THE WESTERLY MOST CORNER OF THE LAND PREVIOUSLY DESCRIBED AND DESIGNATED PARCEL 1, SAID POINT IS ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 42°43'25" WEST, THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°21'40" AN ARC LENGTH OF 13.39 FEET;

THENCE ALONG THE NORTHERLY BOUNDARY OF THE PREVIOUSLY DESCRIBED AND DESIGNATED PARCEL 1 NORTH 85°38'15" EAST A DISTANCE OF 261.52 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS TAKEN AS NORTH 00°54'30" EAST, TAKEN BETWEEN THE WEST MONUMENTS OF LOT 8, AS SHOWN ON SUBDIVISION 4940, RECORDED IN BOOK 207, PAGE 38 OF MAPS.

Containing 1.13 Acres, more or less.

**Attach to LD 2102-01-10104**

**Project: Former Antioch Service Center Lot Line Adjustment – Remediation**

Area 2, Diablo

Land Service Office: San Francisco

Operating Department: Remediation

USGS location (BASE and MERIDIAN and T, R, S, & QQ): T2N, R1E, S27, MDB

FERC License Number(s): N/A

PG&E Drawing Number(s):

PLAT NO.

LD of any affected documents:

LD of any Cross-referenced documents:

TYPE OF INTEREST: 1

SBE Parcel Number: 076-010-035-4

(For Quitclaims, % being quitclaimed); N/A

PM #: 8042531

JCN:

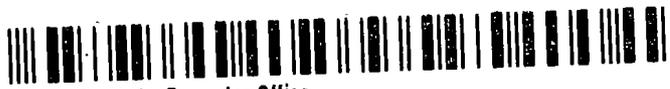
County: Contra Costa County

Utility Notice Numbers: N/A

851 Approval Application No: N/A, Already Deemed Surplus Property

Prepared By: NPL2

**Attachment 5 – Land Use Covenant for Parcel B**



CONTRA COSTA Co Recorder Office  
 JOSEPH CANCIAMILLA, Clerk - Recorder  
**DOC - 2017 - 0039192 - 00**  
 Check Number  
 Monday, MAR 06, 2017 10:35:49  
 MOD \$11.00 REC \$21.00 FTC \$10.00  
 RED \$1.00 ERD \$1.00  
 Till Pd \$44.00 Nbr-0002863743



mom / R3 / 1-11

**RECORDING REQUESTED BY:**  
 Pacific Gas and Electric Company  
 3401 Crow Canyon Road  
 San Ramon, California 94583

**WHEN RECORDED, MAIL TO:**  
 Pamela C. Creedon, Executive Officer  
 California Regional Water Quality Control Board, Central Valley Region  
 11020 Sun Center Drive, #200  
 Rancho Cordova, California 95670-6114

**COVENANT AND AGREEMENT TO RESTRICT USE OF PROPERTY  
 ENVIRONMENTAL RESTRICTION**

**(Re: Parcel B of Former PG&E Antioch Service Yard**

**Southeast corner of the intersection of Buchanan and Sommersville Roads, Antioch,  
 Contra Costa County, California;  
 A Portion of Assessor's Parcel 076-010-035)**

This Covenant and Agreement ("Covenant") is made by and between Pacific Gas and Electric Company ("PG&E," or the "Covenantor"), and the California Regional Water Quality Control Board, Central Valley Region ("Regional Water Board"). Collectively the Covenantor and the Regional Water Board are referred to as the "Parties." The property, which is situated in the City of Antioch and the County of Contra Costa, State of California and described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"), is owned by the Covenantor. The Covenantor is authorized to enter into this Covenant.

Pursuant to Civil Code Section 1471 and Water Code Sections 13304 and 13307.1, the Regional Water Board has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of potential risk related to the possible presence on the land of hazardous materials, as defined in Health & Safety Code ("H&SC") Section 25260. Accordingly, use of the Property shall be restricted as set forth in this Covenant.

## ARTICLE I

### STATEMENT OF FACTS

1.01 Property Description. The Property, totaling approximately 4.77 acres, is depicted as Parcel B in Exhibit B and described in Exhibit A.

1.02 Soil and Groundwater Conditions. Contaminants at the Property include petroleum hydrocarbons (diesel and heavier ends) in groundwater, which is first encountered at 85 feet below ground surface. The conditions at the Property are more extensively described in the Focused Feasibility Study (FFS) submitted on Covenantor's behalf to the Regional Water Board on June 17, 2015. The FFS can be found on the Regional Water Board's Geotracker website under the "Site Maps/Documents" tab for the Property.

## ARTICLE II

### DEFINITIONS

2.01 Regional Water Board or RWQCB. "Regional Water Board" shall mean the Regional Water Quality Control Board, Central Valley Region, and shall include its successor agencies, if any.

2.02 Owner. "Owner" means Pacific Gas and Electric Company, its successors in interest, including heirs and assigns, who at any time hold title to or an ownership interest in all or any portion of the Property, during the time of such ownership.

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

2.04 Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, sidewalks, improved parking areas, wells, pipelines, or other utilities.

## ARTICLE III

### GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold,

hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to Civil Code Section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by the Regional Water Board; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners/Occupants. This Covenant binds all Owners/Occupants of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners/Occupants, heirs, successors, and assignees. Pursuant to Civil Code Section 1471(b), all successive Owners/Occupants of the Property are expressly bound hereby for the benefit of the State.

3.03 Written Notification of Hazardous Substance Release. Written notice of the existence of this Covenant shall be given to the buyer, lessee, or sublessee of the Property prior to the sale, lease or sublease of the Property.

3.04 Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and lease for any portion of the Property.

3.05 Conveyance of Property. The Covenantor and thereafter Owner shall, no later than thirty (30) days after any conveyance, provide written notice to the Regional Water Board of any change in ownership of the Property (excluding leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one or, if the APN has changed, the APN assigned at the time of transfer. If the new owner's Property has been assigned a different APN, each such APN that covers the Property must be provided. The Regional Water Board does not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

#### **ARTICLE IV**

#### **RESTRICTIONS**

4.01 Restrictions. The Property may not be put to any of the following uses by Owners/Occupants:

- (1) Any development or use of groundwater on the Property, including but not limited to activities such as construction of any well, extraction, use, or consumption of groundwater from wells within the boundaries of the Property. This restriction does not apply to groundwater monitoring wells.

4.02 Access for the Regional Water Board. The Regional Water Board shall have reasonable right of entry and access to the Property defined for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Regional Water Board to protect the public health or safety or the environment, including access to all monitoring wells if any, until such time as those wells are abandoned. Such access shall be during normal business hours and shall not unduly disrupt ongoing operations at the Property. The Regional Water Board shall to the extent possible provide advance notice to, and coordinate with, the Owner, lessee, or sublessee of the Property, as appropriate, regarding access requirements.

## **ARTICLE V**

### **ENFORCEMENT**

5.01 Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Regional Water Board to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Regional Water Board, shall be grounds for the Regional Water Board to pursue administrative, civil or criminal actions, as provided by law.

5.02 Nothing in this Covenant is intended to preempt the State's authority to implement and enforce applicable laws.

## **ARTICLE VI**

### **VARIANCE, TERMINATION, AND TERM**

6.01 Variance. The Owner, or any other aggrieved person, may apply to the Regional Water Board for a written variance from the provisions of this Covenant. The Regional Water

Board will grant the variance only after finding that such a variance would be protective of human health, safety and the environment.

6.02 Termination or Modification. The Owner, or any other aggrieved person, may apply to the Regional Water Board for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property.

6.03 Notices to Covenantor. Any person applying to the Regional Water Board under paragraph 6.01 or 6.02 shall provide contemporaneous notice to Covenantor.

6.04 Term. This Covenant shall continue in effect in perpetuity unless ended in accordance with the Termination paragraph above, by law, or by the State in the exercise of its discretion.

## ARTICLE VII

### MISCELLANEOUS

7.01 No Dedication or Taking. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing set forth in this Covenant shall be construed to affect a taking under state or federal law.

7.02 Notices. Whenever any person gives or serves any notice ("notice" as used here includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: when delivered, if personally delivered to the person being served or three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Regional Water Board: Executive Officer  
California Regional Water Quality Control Board  
Central Valley Region  
11020 Sun Center Drive #200  
Rancho Cordova, CA 95670-6114

To Covenantor: Pacific Gas and Electric Company  
3401 Crow Canyon Road  
San Ramon, California 94583

Attn: Mr. Kevin Sullivan, Director, Environmental Remediation

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

7.03 Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included.

7.04 Exhibits. All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.05 Statutory References. All statutory references include successor provisions.

7.06 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property during the second quarter of each year and an Annual Inspection Report shall be submitted to the Regional Water Board for its approval by August 1st of each year. The inspection shall entail evaluation of compliance with Sections 4.01 and 4.02. The annual report must include the dates, times, and names of those who conducted and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual report. If violations are noted, the annual report must detail the steps taken to return to compliance. If the Covenantor or Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Covenantor or Owner shall within 10 days of identifying any such violation, determine the identity of the party in violation, and if a violator is identified, send a letter advising the party of the violation of the Covenant and demand that the violation cease immediately. Additionally, copies of any correspondence related to the enforcement of this Covenant shall be sent to the Regional Water Board within ten (10) days of its original transmission.

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

7.10 Approvals. Where the approval or concurrence of the Regional Water Board is required under this Covenant, such approval shall not be unreasonably withheld.

Covenantor: Pacific Gas and Electric Company

By:

David Harnish

Name/Title: David Harnish/Manager, Environmental Remediation

Date:

Feb 23, 2017

Regional Water Quality Control Board, Central Valley Region:

By:

Andrew Altevogt

Name/Title: Andrew Altevogt, Assistant Executive Officer

Date:

2/14/17

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SACRAMENTO

On 2/14/2017 before me,

KIRAN LANFRANCHI-RIZZARDI, notary public  
*(space above this line is for name and title of the officer/notary),*

personally appeared ANDREW ALTEVOGT, 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,



*Kiran Lanfranchi-Rizzardi* (seal)  
Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On 2/23/2017 before me,

Molly Zimney, notary public  
*(space above this line is for name and title of the officer/notary),*

personally appeared David Harnish, 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,

 (seal)  
Signature of Notary Public

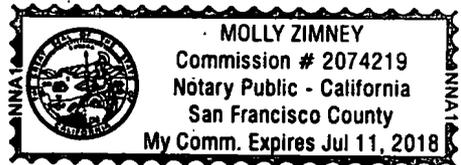


Exhibit 'A'  
PARCEL 'B'

THAT PORTION OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 1 IN THE RESOLUTION VACATING AND ABANDONING REAL PROPERTY BY THE CITY COUNCIL OF THE CITY OF ANTIOCH DATED FEBRUARY 10, 1976 AND RECORDED IN BOOK 7763 OF OFFICIAL RECORDS AT PAGE 579, CONTRA COSTA COUNTY RECORDS;

THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID DESCRIBED AND DESIGNATED PARCEL 1 AND THE SOUTHERLY CONTINUATION OF THE EASTERLY BOUNDARY OF SAID PARCEL 1 SOUTH 00°54'30" WEST, A DISTANCE OF 200.76 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SAID SOUTHERLY CONTINUATION OF THE EASTERLY BOUNDARY SOUTH 00°54'30" WEST, A DISTANCE OF 330.72 FEET TO THE SOUTHERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED DATED AUGUST 26, 1957 FROM STANDARD OIL COMPANY OF CALIFORNIA, A DELAWARE CORPORATION TO LAWRENCE J. DEE, ET UX, RECORDED SEPTEMBER 20, 1957, BOOK 3046, PAGE 526, SERIES NO. 52594, OFFICIAL RECORDS;

THENCE WESTERLY ALONG THE SAID SOUTHERLY BOUNDARY LINE NORTH 89°05'30" WEST, A DISTANCE OF 731.97 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF THE EASEMENT FOR PUBLIC PURPOSE OF STREET WIDENING AND UTILITY AND INCIDENTAL PURPOSES, RECORDED JANUARY 21, 2004 AS INSTRUMENT NO. 2004-0021183-00 OF OFFICIAL RECORDS;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY BOUNDARY NORTH 43°18'22" EAST, A DISTANCE OF 590.46 FEET TO A POINT; SAID POINT BEING 89.33 FEET FROM THE NORTHEASTERLY CORNER OF SAID EASEMENT;

THENCE LEAVING SAID SOUTHEASTERLY BOUNDARY SOUTH 61°43'06" EAST, A DISTANCE OF 229.08 FEET;

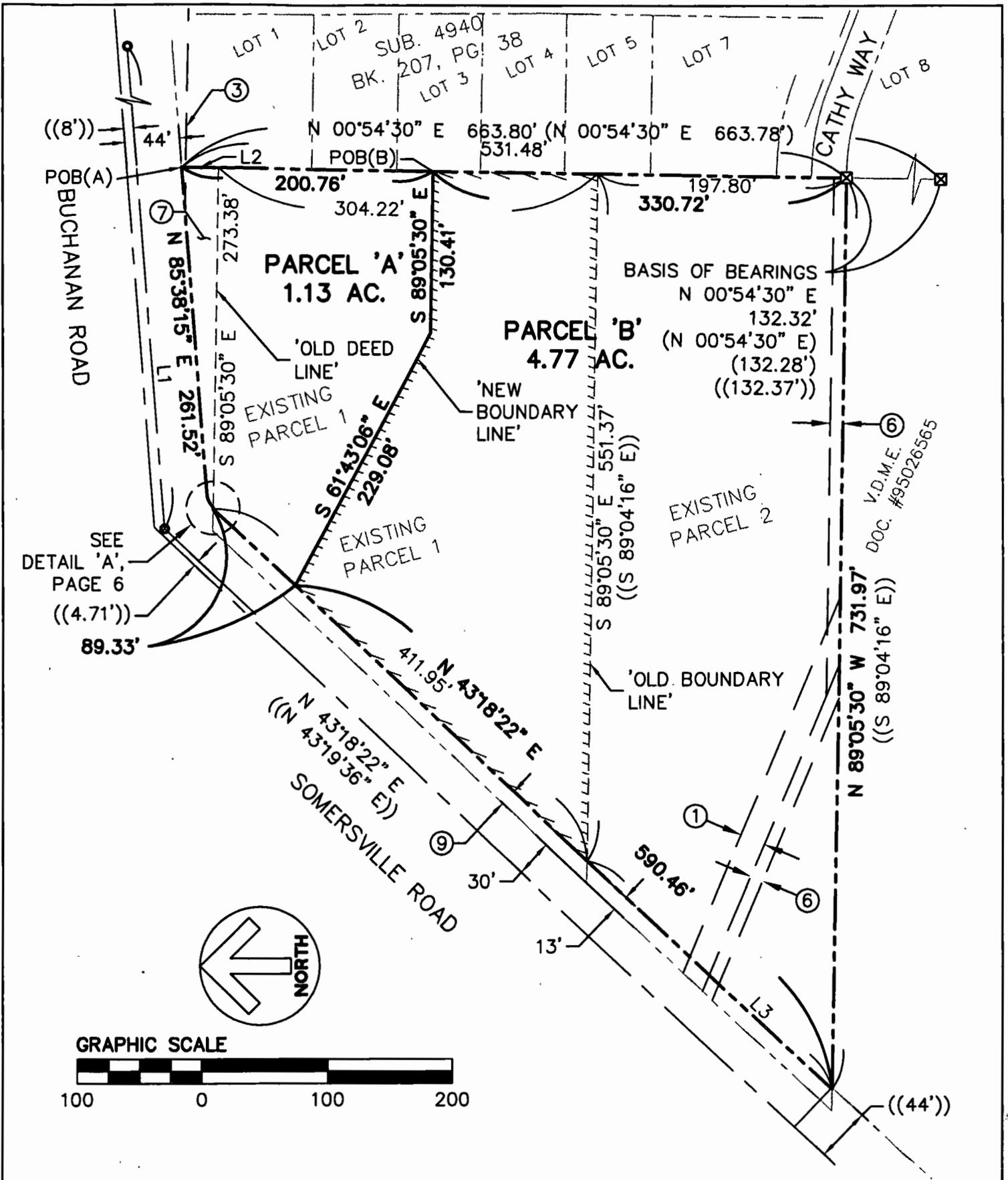
THENCE SOUTH 89°05'30" EAST, A DISTANCE OF 130.41 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS TAKEN AS NORTH 00°54'30" EAST, TAKEN BETWEEN THE WEST MONUMENTS OF LOT 8, AS SHOWN ON SUBDIVISION 4940, RECORDED IN BOOK 207, PAGE 38 OF MAPS.

Containing 4.77 Acres, more or less.

Jonathan P. Shattuck  
PLS 8940

Date



980 9TH ST  
 SUITE 1770  
 SACRAMENTO, CA 95814  
 916-556-5800  
 916-556-5899 (FAX)

Subject PG&E LOT LINE ADJUSTMENT  
 EXHIBIT 'B'  
 Job No. 20148096  
 By JS Date 02/02/15 Chkd. JS  
 SHEET 5 OF 6

**Attachment 6 – Table showing sales price, expenses, and tax effects**

**PACIFIC GAS AND ELECTRIC COMPANY**

**Antioch Facility Land Sale**

**Antioch Service Center Property**

(DOLLARS)

**1 SALES PROCEEDS**

Sales Price	<b>C</b>	2,750,000.00
Less: Transaction Costs <sup>Note1</sup>	<b>D</b>	115,836.80
Net Sale Proceeds		<u>2,865,836.80</u>

**2 ALLOCATION OF SALES PROCEEDS BASED ON THE HISTORICAL COST OF PROPERTY**

	<u>Historical Cost</u>	<u>Proportional %</u>	<u>Valuation Method</u>
Non-Depreciable Property (Land)	<b>B</b> 27,639.00	100.00%	
Depreciable Property	-	0.00%	
CWIP	-	0.00%	
	<u>27,639.00</u>	<u>100.00%</u>	

**3 GROSS GAIN/(LOSS) ON SALE**

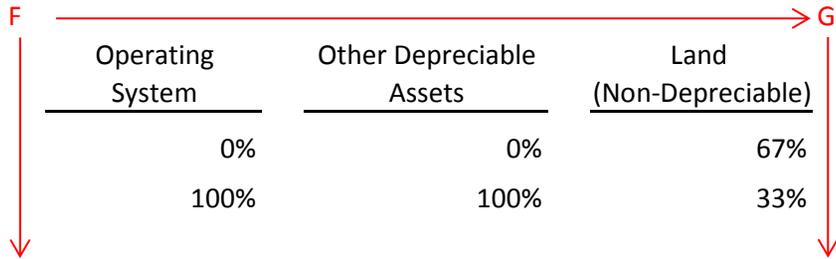
	<u>Historical Cost</u>	<u>Net Book Value</u>	<u>Sales Proceeds</u>	<u>Pre-Tax Gain/(Loss)</u>
Non-Depreciable Property (Land)	27,639 <b>B</b>	18,390	2,865,836.80	2,847,447.22
Depreciable Property	-	-	-	-
CWIP	-	-	-	-
	<u>27,639</u>	<u>18,390</u>	<u>2,865,837</u>	<u>2,847,447</u>

**4 TAX GAIN/(LOSS) ON SALE**

	Historical Cost	Net Tax Value	Sales Proceeds	Pre-Tax Gain/(Loss)
Non-Depreciable Property (Land) - Tax Basis	27,639.00 <b>B</b>	18,389.58	2,865,836.80	2,847,447.22
Depreciable Property - Tax Basis	- <b>B</b>	-	-	-
CWIP	- <b>B</b>	-	-	-
	<u>27,639.00</u>	<u>18,389.58</u>	<u>2,865,837</u>	<u>2,847,447.22</u>

**5 GAIN/(LOSS) ALLOCATION**

	Operating System	Other Depreciable Assets	Land (Non-Depreciable)	Pre-Tax Allocation
Ratepayers	0%	0%	67%	1,863,380.30
Shareholder	100%	100%	33%	984,066.92
Total Gain/(Loss) Allocation	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>2,847,447.22</u>



<b>6 TAXES ON PROPERTY</b>	Net Tax Value	Sales Proceeds	Before Tax Gain/ (Loss)				Land		Depreciable Property and CWIP		
Non-Depreciable Property (Land)	18,390	2,865,837	2,847,447						-	a	
Depreciable Property	-	-	-						-	b	
CWIP											
<b>Totals</b>	<b>18,390</b>	<b>2,865,837</b>	<b>2,847,447</b>								
Taxable Gain/(Loss)			2,847,447						-	a	
Distribution to Ratepayer (Tax Deduction to PG&E)			1,690,956						-	b	
Net Taxable Gain/(Loss)			1,156,491						-	c=a-b	
Tax Rate			27.98%						27.984%	d	
Net Federal and State Income Tax			323,633						-	e=c*d	
Net After Tax Gain/(Loss)			2,523,815						-	f=a-e	
Ratepayers Allocation		67%	1,690,956					g=f*67%	0%	-	g=f*100%
Shareholder Allocation		33%	832,859					h=f*33%	100%	-	h=f*0%
Taxing Jurisdiction Allocation			323,633					i=e		-	i=e
Total Gain/(Loss) Allocation			2,847,447					j=g+h+i		-	j=g+h+i

**7 RATE BASE CHANGES**

Beginning Rate Base		18,390
Reduction to Gross Plant		(27,639)
Reduction to Depreciation Reserve (depreciation reserve is reduced by the historical cost of depreciable property)		9,249
Reversal of Deferred Tax Liability	E	-
Property Sale Proceeds credited to Depreciation Reserve (Sales proceeds benefit to customers)		0
Reduction to Rate Base		<u><u>(18,390)</u></u>

Note1: Transaction costs estimated based on known information and will be updated with actual costs upon closing of the sale.

**Attachment 7 – First Amendment to the Purchase and Sale Agreement**

**FIRST AMENDMENT TO  
PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

This First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions (this "**First Amendment**") is entered into as of October 25, 2018, by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("**Seller**"), and **TEKIN & ASSOCIATES, LLC**, a Texas limited liability company ("**Purchaser**").

**RECITALS:**

A. Seller and Purchaser have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated September 14, 2018 (the "**Agreement**"), for the sale by Seller to Purchaser and the purchase by Purchaser from Seller of certain real property situated at the corner of Somersville Road and Buchanan Road, Antioch, Contra Costa County, California together with improvements thereon and as more particularly described in the Agreement. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.

B. Seller and Purchaser desire to amend the Agreement as set forth in this First Amendment.

**AGREEMENTS:**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **Inspection Period.** The Inspection Period (as defined in Section 5.2 of the Agreement) is hereby extended to expire on November 28, 2018.

2. **Ratification; Governing Law.** Seller and Purchaser hereby ratify the terms of the Agreement and acknowledge that, except as herein modified, the Agreement is in full force and effect. If any inconsistency exists or arises between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall control. This First Amendment shall be governed by the laws of the state in which the Property is located and has been duly authorized by each of the parties hereto.

3. **Counterparts; Delivery.** This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one document. To facilitate execution of this Amendment, the parties hereto may execute and exchange, by telephone facsimile or electronic mail PDF, counterparts of the signature pages. Signature pages may be detached from the counterparts and attached to a single copy of this First Amendment to physically form one document.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Purchaser and Seller have executed this First Amendment effective as of the date set forth above.

**SELLER:**

**PACIFIC GAS AND ELECTRIC COMPANY, a California corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

**TEKIN & ASSOCIATES, LLC, a Texas limited liability company**

By:   
Mark A. Tekin, Manager

IN WITNESS WHEREOF, Purchaser and Seller have executed this First Amendment effective as of the date set forth above.

**SELLER:**

**PACIFIC GAS AND ELECTRIC COMPANY**, a  
California corporation

By: E-SIGNED by David Harnish  
Name: David Harnish  
Title: Manager, Surplus Property

**PURCHASER:**

**TEKIN & ASSOCIATES, LLC**, a Texas limited  
liability company

By: \_\_\_\_\_  
Mark A. Tekin, Manager

**Attachment 8 – Second Amendment to the Purchase and Sale Agreement**

**SECOND AMENDMENT TO  
PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

This Second Amendment to Purchase and Sale Agreement and Joint Escrow Instructions (this “**Second Amendment**”) is entered into as of December 5, 2018, by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (“**Seller**”), and **TEKIN & ASSOCIATES, LLC**, a Texas limited liability company (“**Buyer**”).

**RECITALS:**

A. Seller and Buyer have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated September 14, 2018 (the “**Original Agreement**”) for the sale by Seller to Buyer and the purchase by Buyer from Seller of certain real property situated at the corner of Somersville Road and Buchanan Road, Antioch, Contra Costa County, California together with improvements thereon and as more particularly described in the Agreement. The Original Agreement, as amended by that certain First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated October 25, 2018, is referred to herein as the “**Agreement**”. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.

B. Seller and Buyer desire to amend the Agreement as set forth in this Second Amendment.

**AGREEMENTS:**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Inspection Period.** The Inspection Period (as defined in Section 5.2 of the Original Agreement) is hereby deemed expired and Buyer shall have no further right to terminate the Agreement (as amended by this Second Amendment) pursuant to Section 5.4 of the Original Agreement.

2. **Purchase Price.** Section 1 of the Original Agreement is hereby amended to reduce the Purchase Price to \$2,750,000.

3. **Deposit.** Section 2.1 of the Original Agreement is hereby amended to increase the Deposit to \$400,000. Buyer shall deposit the additional \$300,000 portion of the Deposit with the Title Company within two (2) business days following the date of this Second Amendment. The parties hereto agree that, as of the full execution and delivery of this Second Amendment, the Deposit is deemed earned by Seller and shall be nonrefundable to Buyer except as otherwise expressly set forth in the Agreement or this Second Amendment. The Deposit shall remain in Escrow until the Closing or earlier termination of the Agreement and shall be applicable to the Purchase Price at Closing.

4. **CPUC Approval; Closing Date.** Prior to the date of this Second Amendment, Seller obtained CPUC Approval for the sale of the Property pursuant to the Agreement. However, Seller has determined that CPUC Approval is required for the amended terms of the Agreement as set forth in this Second Amendment. Accordingly, the Closing Date (as set forth in Section 3.1 of the Agreement) is hereby amended to be ten (10) business days following the date on which Seller notifies Buyer in writing of Seller’s receipt of such further CPUC Approval; provided, however, Buyer and Seller may mutually agree in writing (which writing may be by email communication) to extend the Closing Date. Seller will notify Buyer of such CPUC Approval within two business days following Seller’s receipt thereof from CPUC, which notice may be provided to Buyer by email correspondence. If the CPUC Approval is not obtained within 90 days from the date of this Second Amendment, Buyer shall have the right to terminate

the Agreement (as modified by this Second Amendment) upon written notice to Seller and Title Company delivered any time prior to the issuance of the CPUC Approval, in which case Buyer shall be entitled to a return of the Deposit.

5. **Environmental Insurance.** Section 5.7.1.1 of the Agreement is hereby deleted and replaced with the following text: "Within fifteen (15) days following a written request by Seller after Closing, Buyer shall provide to Seller a certificate of an environmental insurance policy with coverage amounts reasonably acceptable to Seller and naming Seller as an additional insured thereunder. Buyer and Seller acknowledge and agree that an environmental insurance policy with coverage amounts not less than Five Million (\$5,000,000) and a minimum ten (10) year term shall be deemed acceptable to Seller. This Section 5.7.1.1 shall survive closing and shall not merge with the Grant Deed."

6. **Ratification; Governing Law.** Seller and Buyer hereby ratify the terms of the Agreement and acknowledge that, except as herein modified, the Agreement is in full force and effect. If any inconsistency exists or arises between the terms of the Agreement and the terms of this Second Amendment, the terms of this Second Amendment shall control. This Second Amendment shall be governed by the laws of the state in which the Real Property is located and has been duly authorized by each of the parties hereto.

7. **Counterparts; Delivery.** This Second Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one document. To facilitate execution of this Second Amendment, the parties hereto may execute and exchange, by telephone facsimile or electronic mail PDF, counterparts of the signature pages. Signature pages may be detached from the counterparts and attached to a single copy of this Second Amendment to physically form one document.

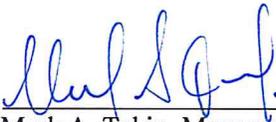
[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Buyer and Seller have executed this Second Amendment effective as of the date set forth above.

**SELLER:** **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation

By: \_\_\_\_\_  
Name: Andrew K. Williams  
Title: Vice President, Land and Environmental Management

**BUYER:** **TEKIN & ASSOCIATES, LLC**, a Texas limited liability company

By:  \_\_\_\_\_  
Mark A. Tekin, Manager

**PG&E Gas and Electric  
Advice Filing List  
General Order 96-B, Section IV**

AT&T	Downey & Brand	Pioneer Community Energy
Albion Power Company	East Bay Community Energy	Praxair
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	Regulatory & Cogeneration Service, Inc.
	Energy Management Service	SCD Energy Solutions
Alta Power Group, LLC	Evaluation + Strategy for Social	
Anderson & Poole	Innovation	SCE
	GenOn Energy, Inc.	SDG&E and SoCalGas
Atlas ReFuel	Goodin, MacBride, Squeri, Schlotz &	
BART	Ritchie	SPURR
	Green Charge Networks	San Francisco Water Power and Sewer
Barkovich & Yap, Inc.	Green Power Institute	Seattle City Light
Braun Blaising Smith Wynne	Hanna & Morton	Sempra Utilities
P.C. CalCom Solar	ICF	Southern California Edison Company
California Cotton Ginners & Growers Assn	International Power Technology	Southern California Gas Company
California Energy Commission	Intestate Gas Services, Inc.	Spark Energy
California Public Utilities Commission	Kelly Group	Sun Light & Power
California State Association of Counties	Ken Bohn Consulting	Sunshine Design
Calpine	Keyes & Fox LLP	Tecogen, Inc.
Casner, Steve	Leviton Manufacturing Co., Inc.	TerraVerde Renewable Partners
Cenergy Power	Linde	Tiger Natural Gas, Inc.
Center for Biological Diversity	Los Angeles County Integrated Waste	
City of Palo Alto	Management Task Force	TransCanada
	Los Angeles Dept of Water & Power	Troutman Sanders LLP
City of San Jose	MRW & Associates	Utility Cost Management
Clean Power Research	Manatt Phelps Phillips	Utility Power Solutions
Coast Economic Consulting	Marin Energy Authority	Utility Specialists
Commercial Energy	McKenzie & Associates	
County of Tehama - Department of Public		Verizon
Works	Modesto Irrigation District	Water and Energy Consulting
Crossborder Energy	Morgan Stanley	Wellhead Electric Company
Crown Road Energy, LLC	NLine Energy, Inc.	Western Manufactured Housing
Davis Wright Tremaine LLP	NRG Solar	Communities Association (WMA)
Day Carter Murphy		Yep Energy
	Office of Ratepayer Advocates	
Dept of General Services	OnGrid Solar	
Don Pickett & Associates, Inc.	Pacific Gas and Electric Company	
Douglass & Liddell		