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July 31, 2014

VIA E-MAIL AND OVERNIGHT DELIVERY

Mr. Bruce H. Wolfe
Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612
bwolfe@waterboards.ca.gov

Re: Comments on Tentative Orders
(1) Adoption of Initial Site Cleanup Requirements, 1705 Contra Costa Boulevard, Pleasant Hill, Contra Costa County
(2) Adoption of Initial Site Cleanup Requirements, 1643 Contra Costa Boulevard, Pleasant Hill, Contra Costa County

Dear Mr. Wolfe:

I am writing on behalf of Marjorie P. Robinson to provide comments regarding the above-referenced tentative order adopting initial site cleanup requirements (“Tentative Order”) for the property located at 1705 Contra Costa Boulevard, Pleasant Hill (“Property”), to be considered by the Regional Water Quality Control Board (“Regional Board”) at its regular meeting on September 10, 2014.¹

As explained in detail below, there is no substantial evidence to support naming Mrs. Robinson as a discharger in the Tentative Order under either Water Code section 13267 or Water Code section 13304.

Moreover, the burden that would be imposed by the requirements of the Tentative Order on Mrs. Robinson – who is 84 years old and has no insurance policy that could pay either her legal fees or the costs of complying with the Requirements – does not bear a reasonable

¹ One comment in this letter is also applicable to the other tentative order that the Regional Board will consider on September 10, related to the nearby property located at 1643 Contra Costa Boulevard, Pleasant Hill. See Part II.D, below and accompanying footnote 3.

relationship to the benefits to be obtained from naming her as a discharger under the Tentative Order. As such, the Regional Board may not impose those requirements on Mrs. Robinson under Water Code section 13267.

Finally, certain factual assertions in the Tentative Order must be corrected or deleted, as they are either contradicted by undisputed evidence or are not supported by substantial evidence.

For these reasons, as more fully explained below, Mrs. Robinson objects to the Tentative Order and reserves all rights to further challenge any Regional Board action adopting the Tentative Order or imposing other requirements on Mrs. Robinson related to the Property.

Health permitting, Mrs. Robinson intends to appear before the Regional Board and present testimony at the September 10, 2014 hearing on the Tentative Order, and she reserves the right to supplement these comments at that time. To accommodate Mrs. Robinson, we request that a seat be reserved for her near the podium in the hearing room, and that the hearing on the Tentative Order be set as the first matter on the Regional Board's agenda, following any uncontested matters. Mrs. Robinson and I will be happy to answer any questions that the Regional Board may have at that time.

I. RELEVANT FACTS AND EVIDENCE

A. The 2011 Robinson Declaration Demonstrates That Mrs. Robinson's Role Was Limited To Being the Spouse of a Passive Real Estate Investor

Mrs. Robinson first became aware of the Regional Board's involvement at the Property, including the prior environmental investigations and remediation by Chevron U.S.A. Inc. ("Chevron"), when she received a Requirement To Submit a Work Plan, issued by the Regional Board on July 20, 2011, to both Mrs. Robinson and her deceased husband, Ned, pursuant to Water Code section 13267.

In response to that Requirement, Mrs. Robinson submitted to the Regional Board a declaration signed under penalty of perjury, which enclosed relevant deeds and other documents recorded for the Property that had been located by her counsel. That declaration, dated October 5, 2011, is attached to this letter as **Exhibit 1**. Mrs. Robinson's declaration includes the following facts:

- Mrs. Robinson and her husband Ned were married in 1951. Ned was a full-time attorney from January 1954 until he retired in approximately 2004. Ned died in December 2009.
- From reviewing the deeds that her counsel obtained, Mrs. Robinson understands that she and Ned, in conjunction with Phillip and Jane Lehrman, owned some or all of the Property from 1965 to December 1986.

- During the entire time they had an ownership interest in the Property, Ned was working as an attorney in Oakland. Mrs. Robinson was a homemaker who was raising four children and then, in 1978, went to work outside the home as an office manager for a local company. Separate from his legal career, Ned purchased ownership interests in several commercial real estate properties over time, apparently including the Property, as family investments. At that time in their marriage, she left those decisions to Ned. She had no role in purchasing the Property or in making decisions related to that investment while Ned held it.
- Mrs. Robinson had very limited or no contact with the co-owners or any purported tenants of the Property. She has a non-specific recollection of meeting the Lehrmans socially a few times, but had no business contacts or significant personal contacts with them. She did not know the Jorgensons, who purportedly leased a portion of the property, nor did she have any personal or business contacts with them.
- Based on her understanding of Ned's commercial real estate investments, it was his normal investing practice to be a passive landowner and long-term investor in commercial property. Ned did not actively manage the properties he invested in, and he did not have any significant contact with tenants about their operations. She has no reason to believe that Ned's involvement with the Property, or any tenants at the Property, differed from his normal practice.
- The Robinsons never owned, managed, or operated a dry cleaner, at the Property or at any other location, and have never been otherwise involved in the dry cleaning industry.
- To the best of her knowledge, she never visited the Property when they owned it. She never brought any chemicals to the property (including PCE, which she understands to be the chemical used in dry cleaning machines), used chemicals at the Property, or disposed of chemicals at the Property. She has no reason to believe that Ned did so, either.
- She personally possesses no documents related to the Property or any dry cleaner business that may have operated there. After receiving the July 20, 2011 Requirement from the Board, she diligently searched for any documents or records related to the Property which may have been in Ned's possession before he died. She was not able to locate any such documents or records. In particular, she did not find any materials related to insurance policies, land purchase/sale agreements, or lease agreements related to the Property.
- Because she has been unable to identify any insurance policy related to the Property, all money that she must spend in responding to the Board's directives

related to the Property – including legal fees – are being and will continue to be paid out of her own retirement savings and income.

B. Property Records Demonstrate That Mrs. Robinson's Ownership Interest in the Property Was Limited to the Time Frame of 1965 to 1986

The deeds attached to Mrs. Robinson's declaration (see **Exhibit 1**) demonstrate that the Robinsons held an undivided 1/2 interest in the Property between 1965 and 1986, except with respect to some frontage that was deeded to the City of Pleasant Hill in 1971. The relevant chain of title documents, which also indicate that the Property (now parcel 150-103-016) was created from the merger of two parcels whose numbers changed over time, include the following:

- a grant deed dated June 25, 1965, recorded in July 1965, transferring two contiguous parcels (150-103-004 and 150-103-005) from William Fries, Stephen M. Heller, and Patricia S. Heller to Ned and Marjorie P. Robinson (an undivided 1/2 interest) and to Philip M. and Jane A. Lehrman (an undivided 1/2 interest);
- a grant deed recorded in July 1971, under which the Robinsons and Lehrmans deeded all of the frontage of the two parcels along Contra Costa Boulevard and Doris Drive to the City of Pleasant Hill, along with a drainage easement on the southern (004) parcel; and
- four grant deeds, all dated December 26, 1986 and all recorded at 2:00 p.m. on December 31, 1986, which accomplished the following:
 - 1) transfer of the Lehrmans' undivided 1/2 interest in the two parcels (now renumbered 150-103-011 and 150-103-012) to Max W. Parker;
 - 2) transfer of Parker's interest to Chevron, U.S.A., Inc.;
 - 3) transfer of the Robinsons' undivided 1/2 interest in the two parcels to the Merle D. Hall Company, a California Corporation; and
 - 4) transfer of the Merle D. Hall Company's interest to Chevron, U.S.A., Inc.

C. Other Relevant Evidence Demonstrates Mrs. Robinson's Limited Involvement with the Property from 1965 to 1986 and Fails to Show Any Releases of Contaminants During That Time Period

Since 2011, the Regional Board has identified only a limited amount of additional evidence relating to Mrs. Robinson's involvement with the property from June 1965 to December 1986:

- A 1971 lease agreement and amendment regarding a portion of the Property, signed by the Robinsons, Lehrmans, and Chevron's predecessor (Standard Oil of California), and a 1971 deed of trust for the Property, signed by the Robinsons and Lehrmans. See **Exhibit 2** to this letter.

- An agreement purporting to lease a portion of the Property to the Jorgensons for five years (1981-1986) for a dry cleaning business. The lease is not dated and is not fully executed (it was signed by the Jorgensons and Robinsons, but not the Lehrmans). See **Exhibit 3** to this letter.

The Regional Board has not identified any evidence of contaminant releases at the Property occurring between 1965 and 1986:

- As to the dry cleaning operation, not only is there is no evidence that a release specifically occurred during that time period, there is no concrete, site-specific evidence that PCE was used at the dry cleaners *at all*. In fact, on December 20, 2013, the Regional Board stated in a letter to Chevron: “We do not have any specific information to confirm PCE use at the former dry cleaner.” On March 5, 2014, the Regional Board similarly stated in a letter to Chevron: “We have located no documents, such as hazardous waste manifests or permits, to indicate PCE was used at the former dry cleaner; it most likely was used in dry cleaning activities, but again we have no specific documentation.” (These letters are attached as **Exhibit 4**.) The only support for the Regional Board claim that PCE was “most likely” used at the dry cleaner appears to be that found at page 5 of the July 2, 2014 Cleanup Team Staff Report accompanying the Tentative Order. There, staff note that (1) “telephone directories further provide evidence that One Hour Martinizing Cleaners operated at the Site in August 1961 and continued until at least late 1966”; and (2) “It is common knowledge that One Hour Martinizing revolutionized the use of PCE in their dry cleaning machinery.”
- As to the waste oil tank at the automotive fueling facility, the Regional Board has set forth no evidence to demonstrate that a release occurred during the time period 1965-1986, as opposed to before or after that time period.

II. THE REGIONAL BOARD’S FINDING THAT MRS. ROBINSON IS A DISCHARGER IS NOT SUPPORTED BY SUBSTANTIAL EVIDENCE

A. Liability May Be Imposed on Dischargers Under Water Code Section 13267 and Water Code Section 13304 Only Where Substantial Evidence Exists

The Tentative Order states that it is being issued by the Regional Board pursuant to its authority under both Water Code section 13267 and Water Code section 13304.

Water Code section 13267 states, in relevant part:

In conducting an investigation specified in subdivision (a), the regional board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to

discharge waste within its region . . . shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs, of these reports shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports. [section 13267(b)(1) (emphasis added)]

When acting under the authority of Section 13267, the Regional Board must “identify the evidence that supports requiring that person to provide the reports.” Water Code § 13267(b)(1). Such evidence must be more than uncorroborated assertions or speculation: evidence supporting issuance of requirements under Section 13267 is “relevant evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.” *Id.* at § 13267(e).

Water Code section 13304 states, in relevant part:

Any person . . . who has caused or permitted, causes or permits, or threatens to cause or permit any waste to be discharged or deposited where it is, or probably will be, discharged into the waters of the state and creates, or threatens to create, a condition of pollution or nuisance, shall upon order of the regional board, clean up the waste or abate the effects of the waste, or, in the case of threatened pollution or nuisance, take other necessary remedial action, including, but not limited to, overseeing cleanup and abatement efforts. [section 13304(a) (emphasis added)]

The State Water Resources Control Board (“State Board”) has confirmed that the Regional Board must rely on “substantial evidence” to name a party as a discharger under these statutory provisions:

There must be a reasonable basis on which to name each party. There must be substantial evidence to support a finding of responsibility for each party named. This means credible and reasonable evidence which indicates the named party has responsibility.

In the Matter of the Petition of Exxon Company, USA, State Board Order WQ 85-7. *See also In the Matter of the Petition of Stinnes-Western Chemical Corporation*, State Board Order WQ 86-19 (“[I]n order to uphold a Regional Board action, we must be able to find that the action was based on substantial evidence.”). *Cf.* State Board Resolution No. 92-49, Policies and Procedures for Investigation and Cleanup and Abatement of Discharges Under Water Code Section 13304, at I.A (requiring “substantial” and “sufficient” evidence to support a Board determination as to the source of a discharge).

The State Board has applied this standard to overturn Regional Board decisions that are not based on substantial evidence. *See, e.g., Exxon, supra* (finding no substantial evidence in the record upon which to base a finding that petitioners should be named in Cleanup and Abatement Order issued under section 13304); *In the Matter of the Petition of Larry and Pamela Canchola*,

State Board Order No. WQO 2003-00020 (Regional Board did not have substantial evidence under section 13267 where uncontroverted evidence showed that former owners did not use or store pollutant at issue – MTBE – during their ownership of the site); *In the Matter of the Petition of Chevron Products Company*, State Board Order No. WQO 2004-0005 (Regional Board did not have substantial evidence to issue requirements to Chevron under section 13267 where the evidence provided by Chevron showing another party’s responsibility for the discharges outweighed the evidence relied upon by the Regional Board to name Chevron as a discharger).

B. There Is No Substantial Evidence Allowing the Regional Board to Name Mrs. Robinson as a Discharger in the Tentative Order

Here, the Board has not produced substantial evidence to support naming Mrs. Robinson as a discharger in the Tentative Order pursuant to Water Code section 13267. In light of Mrs. Robinson’s declaration and the absence of any contrary evidence, it is clear that no “credible and reasonable evidence” exists to support a conclusion that Mrs. Robinson discharged contaminants at the Property. Although the term “discharge” as used in section 13267 is not defined, it has been defined in the context of Water Code Section 13304 to mean “to relieve of a charge, load, or burden,” “to give outlet to,” “pour forth,” or “emit.” *Lake Madrone Water District v. State Water Resources Control Board*, 209 Cal.App.3d 163, 174 (1989). There is no evidence of any such activity by Mrs. Robinson, no evidence that Mrs. Robinson owned, managed, or operated the dry cleaner or the service station at the Property, and no evidence that PCE or other contaminants were used by Mrs. Robinson at the Property. In fact, Mrs. Robinson’s declaration provides substantial evidence negating each of these points, and the Regional Board offers no evidence to the contrary.

The Board has also not produced substantial evidence to support naming Mrs. Robinson as a discharger in the Tentative Order pursuant to Water Code section 13304, as someone who has “caused or permitted” a discharge. Courts interpreting the “caused or permitted” language have held that Section 13304 requires “active, affirmative or knowing conduct” with regard to the contamination. *Redevelopment Agency of City of Stockton v. BNSF Railway Co.*, 643 F.3d 668, 678 (9th Cir. 2011) (finding that where the alleged discharger engaged in no active, affirmative or knowing conduct with regard to the contamination, it could not be liable for causing or permitting a discharge under Section 13304); *City of Modesto Redevelopment Agency v. Superior Court*, 119 Cal. App. 4th 28, 44 (2004) (Section 13304’s “causes and permits” language was not intended “to encompass those whose involvement with a spill was remote or passive”). To the extent that State Board decisions reach different conclusions regarding the scope of liability under the Water Code, those decisions have been superseded by these decisions by the state and federal courts.

The totality of the evidence now before the Regional Board demonstrates that Mrs. Robinson’s actions related to the Property were “remote and passive” and did not constitute “active, affirmative, or knowing conduct” with respect to the contamination at issue. Mrs. Robinson’s 2011 declaration is substantial evidence of her role as the spouse of a passive

landowner. See **Exhibit 1**. The fact that her husband had the Property recorded in both their names, and asked Mrs. Robinson to execute leases and deeds of trust for the Property as an owner of record (see **Exhibits 2 and 3**), is entirely consistent with this role. No evidence in the record raises any inference that Mrs. Robinson was actively involved in operating or managing the dry cleaner or the automotive fueling facility at the Property, or had any knowledge of whether or how any potential contaminants were used, stored, handled, or disposed of at those businesses. As such, she did not “cause or permit” a discharge triggering liability under Water Code section 13304.

Not only is there a lack of substantial evidence that Mrs. Robinson had a sufficient relationship to any contamination to name her as a discharger, there is also a lack of substantial evidence that contaminants were, in fact, released during the period of her passive ownership interest in the Property. The Board has twice admitted that it has found no specific evidence that PCE was even used at the dry cleaner at the Property (see **Exhibit 4**), but instead relies on “common knowledge” that One Hour Martinizing used PCE, and the fact that a One Hour Martinizing appears to have operated at the Property from August 1961 until “at least late 1966.” See Part I.C, above. This is not the type of “credible and reasonable evidence” that the State Board has found sufficient to hold a party responsible as a discharger. Moreover, even if this were to constitute substantial evidence of PCE use by the dry cleaner until late 1966, the time period at issue only overlaps Mrs. Robinson’s ownership period (June 25, 1965 to December 26, 1986) by, at most, approximately eighteen months. And there is absolutely no evidence, let alone substantial evidence, of a PCE release at the dry cleaner between June 25, 1965 and late 1966. More broadly, as set forth at Part I.C, above, the Regional Board has produced no evidence that discharges occurred at either the dry cleaner or the automotive fueling facility during the 1965-1986 period, when Mrs. Robinson had an ownership interest in the Property, as opposed to before or after that time period.

In sum, there is no substantial evidence that a discharge of contaminants occurred during the period when Mrs. Robinson had an interest in the Property, that Mrs. Robinson herself discharged contamination at the Property, or that she engaged in any active, affirmative, or knowing conduct with regard to a discharge of PCE or other contaminants at the Property. As the spouse of a passive landowner who merely held an ownership interest and signed documents in that capacity, Mrs. Robinson cannot be named as a discharger responsible for the requirements in the Tentative Order, under either Water Code section 13267 or Water Code section 13304.

C. The Burdens of the Tentative Order on Mrs. Robinson Do Not Bear a Reasonable Relationship to the Benefits of the Order

As noted above, Water Code section 13267(b)(1) requires that the financial and other burdens imposed by the Regional Board’s requirements “shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports.” The Tentative Order does not meet this standard with respect to Mrs. Robinson.

The Board is essentially asking Mrs. Robinson – who is 84 years old and has no insurance policy that could pay either her legal fees or the costs of complying with the Tentative Order – to undertake a multi-year site investigation that will likely cost several hundred thousand dollars, if not millions of dollars. The Tentative Order also names as a discharger another party that can fully fund and complete the investigation: Chevron, a sophisticated corporation with over \$250 billion in assets and annual net income of over \$21 billion,² and extensive experience in environmental investigations. Requiring Mrs. Robinson to also participate in and fund the work required by the Tentative Order would be financially and practically unreasonable, does not satisfy any legitimate need, and will not provide any additional benefits. Burdening an 84-year old widow with an expensive and long-term environmental investigation cannot be in the best interests of the People of the State of California, and it cannot be what the Legislature intended in giving the Regional Board significant power under Water Code section 13267. As such, independent of the other deficiencies discussed in this letter, the Regional Board is not authorized to name Mrs. Robinson as a discharger under section 13267.

D. Certain Factual Assertions in the Tentative Order Are Unsupported by Substantial Evidence and Must Be Corrected Or Deleted

In addition to improperly identifying Mrs. Robinson as a discharger, the Tentative Order contains certain factual assertions that are either contradicted by undisputed evidence or are not supported by substantial evidence.

- The Tentative Order, at page 2, lists Ned and Marjorie Robinson and Philip and Jane Lehrman as owning the Property from 1960 to 1986. As demonstrated by the undisputed evidence cited in Part I.B, above, these persons only owned the Property from June 25, 1965 to December 26, 1986.
- The Tentative Order, at page 2, states there is “no clear evidence of property ownership” for Merle D. Hall Company and Max W. Parker. The undisputed evidence cited in Part I.B, above, shows that they each were conveyed a one-half interest in the Property on December 26, 1986, which they then reconveyed the same day to Chevron.
- The Tentative Order, at various points, states that the contaminants present in groundwater beneath and downgradient from the Property have “likely commingled” with a groundwater plume associated with P&K Cleaners. The Regional Board has not presented substantial evidence to support this conclusion. In fact, until the remedial investigation required by the Tentative Order is completed, such a conclusion is unverifiable and, therefore, unreasonable.³

² http://en.wikipedia.org/wiki/Chevron_Corporation (statistics cited for 2013).

³ This same error is contained in the tentative order issued by the Regional Board for 1643 Contra Costa Boulevard.

These erroneous factual assertions must be corrected or deleted, if the Tentative Order is to reflect only the substantial evidence before the Board.

III. Conclusion

For the reasons discussed above, (1) the Regional Board is not authorized to name Mrs. Robinson as a discharger in the Tentative Order pursuant to either Water Code section 13267 or Water Code section 13304, and (2) factual assertions in the Tentative Order that are not supported by substantial evidence must be corrected or deleted. Mrs. Robinson objects to the Tentative Order on those grounds, and respectfully requests that she be removed from the Tentative Order before it is approved by the Regional Board.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald E. Sobelman", with a long horizontal line extending to the right.

Donald E. Sobelman

Attachments:

- Exhibit 1: October 2011 declaration of Marjorie P. Robinson and attachments
- Exhibit 2: 1971 service station lease; deed of trust documents
- Exhibit 3: Purported lease with dry cleaner operators
- Exhibit 4: Regional Board letters of December 20, 2013 and March 5, 2014

cc: Stephen Hill (via e-mail only: shill@waterboards.ca.gov)
Kevin Brown (via e-mail only: kebrown@waterboards.ca.gov)

EXHIBIT 1

DECLARATION OF MARJORIE P. ROBINSON

I, Marjorie P. Robinson, declare:

1. I have personal knowledge of the facts stated in this declaration. I would competently testify to those facts if called as a witness, under oath, in an administrative hearing or other sworn proceeding.

2. I am 81 years old. I reside in Lafayette, California at the family home where I and my husband, Ned Robinson, lived together from 1957 until his death on December 20, 2009.

3. Ned and I were married in 1951 and have four children (born in 1953, 1956, 1957, and 1959). Ned served two years in the military during the Korean conflict, then returned to the Bay Area and began working for a law firm in Oakland. He remained at that firm until he opened his own law office in Lafayette in or around 1986-87. Ned was a full-time attorney from January 1954 until he retired in approximately 2004. Although he did obtain a realtors' license in the late 1980s, he never ended up using it. Outside of his career as an attorney, Ned spent most of his time with his family and as a volunteer with numerous civic and community organizations.

4. I first learned of the Regional Water Quality Control Board ("Board") proceedings related to the property now known as 1705 Contra Costa Boulevard in Pleasant Hill ("the Property"), including the prior environmental investigations and cleanup, when I received the Board's letter, dated July 20, 2011. I have reviewed the chain of title documents attached to this declaration as **Exhibit A**, which I am informed pertain to the Property. I understand from these documents that Ned and I, in conjunction with Phillip and Jane Lehrman, owned some or all of the Property from 1965 to December 1986. I recognize signatures on the 1971 and 1986 deeds as belonging to Ned and me. I have a non-specific recollection of our driving by the gas station at the Property and Ned telling me we owned the land, and I recollect that Ned told me after he sold it, but otherwise do not have any information or recollection regarding the Property.

5. I have also reviewed a June 18, 2009 *Technical Report on Site History* for the Property prepared by Conestoga-Rovers and Associates. In particular, I reviewed the discussion at pages 3-6, which includes the statement that Morris and Genoise Jorgenson owned a dry cleaning business and leased the Property from us and the Lehrmans for some period of time. I cannot confirm or deny the accuracy of this statement, as I do not have any information or documentation regarding the Property, the Jorgensons, or any other persons or businesses that may have leased the Property.

6. During the entire time we had an ownership interest in the Property, Ned was working as an attorney in Oakland. I was a homemaker in Lafayette who was raising four children and then, in 1978, went to work outside the home as an office manager for a local company. Separate from his legal career, Ned purchased ownership interests in several commercial real estate properties over time, apparently including the Property, as family investments. At that time in our marriage, I left those decisions to Ned. I had no role in purchasing the Property or in making decisions related to that investment while Ned held it. I did not know the Jorgensons, nor did I have any personal or business contacts with them. I have a non-specific recollection of meeting the Lehrmans socially a few times, but I had no business contacts or significant personal contacts with them.

7. Based on my understanding of Ned's commercial real estate investments, it was his normal investing practice to be a passive landowner and long-term investor in commercial property. Ned did not actively manage the properties he invested in, and he did not have any significant contact with tenants about their operations. I have no reason to believe that Ned's involvement with the Property, or any tenants at the Property, differed from his normal practice.

8. Ned and I never owned, managed, or operated a dry cleaner, at the Property or at any other location, and we have never been otherwise involved in the dry cleaning industry. To the best of my knowledge, I never visited the Property when we owned it. I certainly never brought any chemicals to the property (including PCE, which

I understand to be the chemical used in dry cleaning machines), used chemicals at the Property, or disposed of chemicals at the Property. I have no reason to believe that Ned did so, either.

9. I personally possess no documents related to the Property or any dry cleaner business that may have operated there. Since I received the July 20, 2011 letter from the Board, I have diligently searched for any documents or records related to the Property which may have been in Ned's possession before he died. I have located no such documents or records, and have no information where any such documents or records – if they exist – would be located. In particular, I have not found any materials related to insurance policies, land purchase/sale agreements, or lease agreements related to the Property.

10. Because I have been unable to identify any insurance policy that may cover costs related to this matter, all money that I must spend in responding to the Board's requirements related to the Property – including legal fees – are being and will continue to be paid out of my own retirement savings and income.

I swear under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this declaration on October 5, 2011, in Lafayette, California.

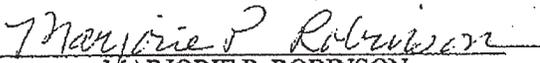
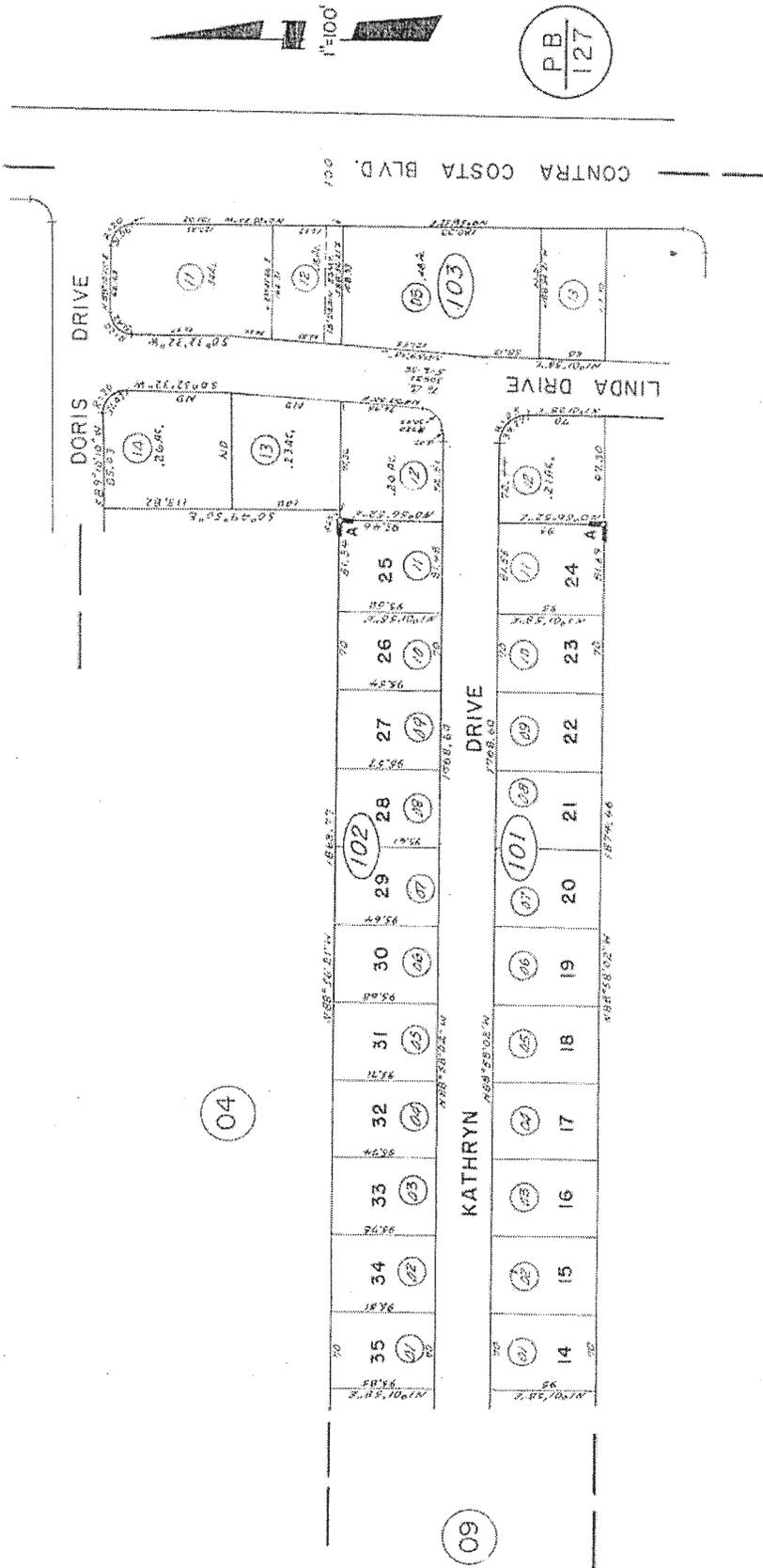

MARJORIE P. ROBINSON

EXHIBIT A

A BECKETT TRACT M E 46-41
 RANCHO LAS JUNTAS



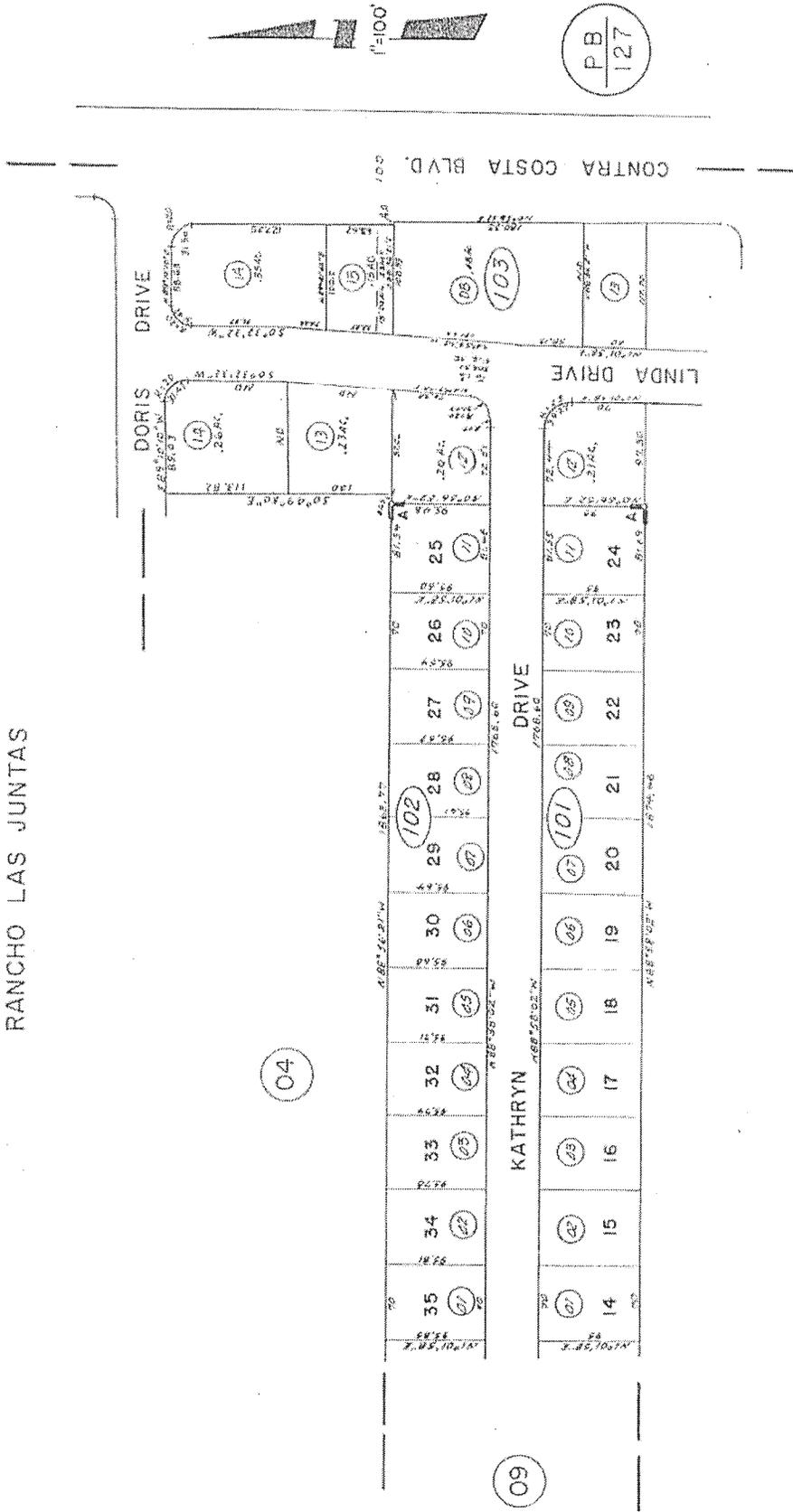
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A BECKETT TRACT M B 46-41
 RANCHO LAS JUNTAS



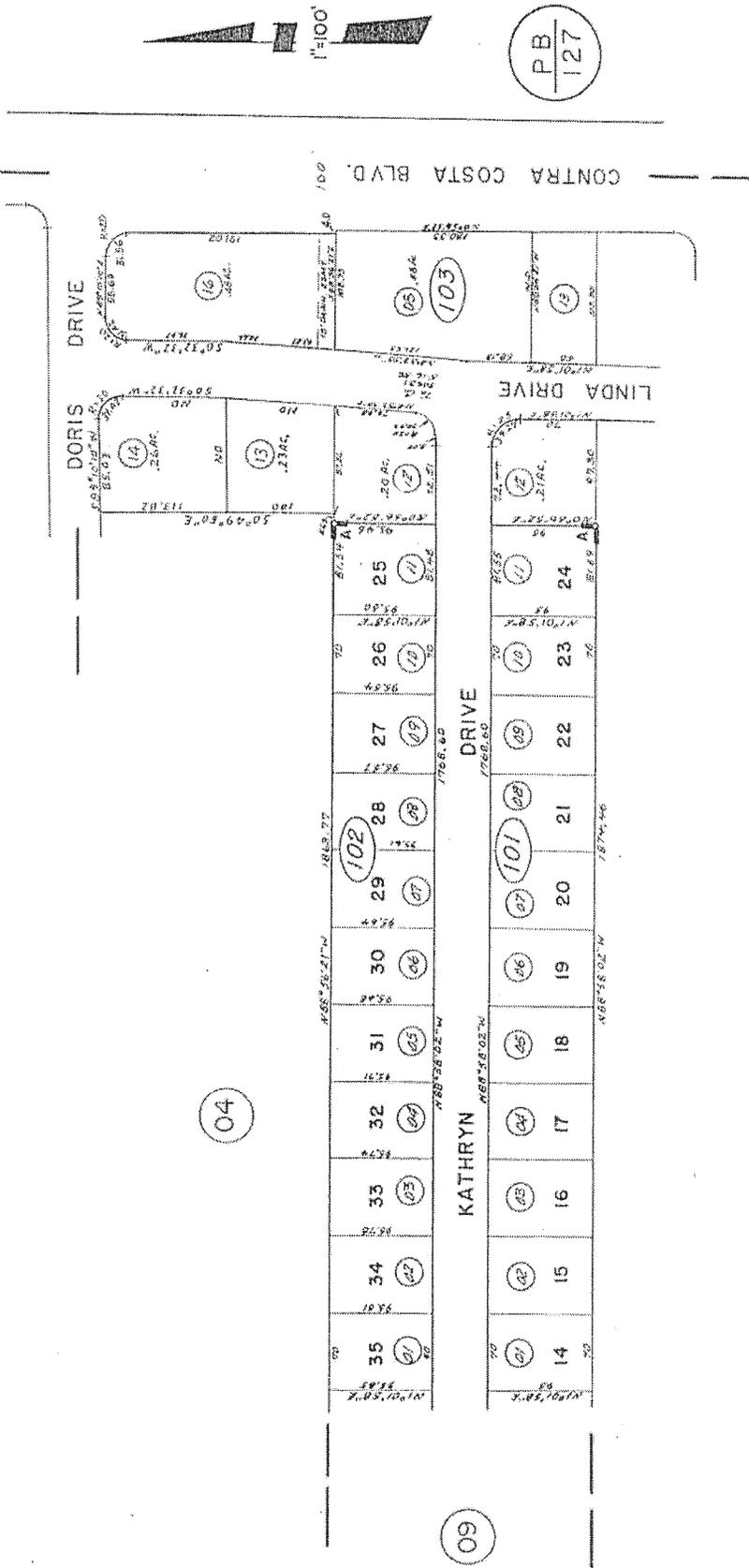
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 RANCHO LAS JUNTAS



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Recorded at the request of:

Return to:

TREVOR & CO.

238 Bush Street

San Francisco, California

54621

JUL - 8 1965

BOOK 4905 P 495

RECORDED AT THE REQUEST OF
TILE GUARANTY COMPANY
CONTRA COSTA COUNTY DIVISION
Contra Costa County Title Co.
AT 11 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
FEE \$2.00 W. T. PAASCH
COUNTY RECORDER

THIS BOX FOR EXCLUSIVE USE OF COUNTY RECORDS

150-103-004
150-103-005

GRANT DEED
(Corporation Grantor)

Order No. 289113
W-287887
AP

For value received

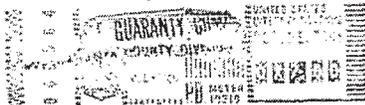
THE KENLOW CORPORATION, a corporation,

GRANT^{to} WILLIAM PRIES, II, an unmarried man, as to an undivided 1/2 interest; STEPHEN M. HELLER and PATRICIA S. HELLER, his wife, as joint tenants, as to an undivided 1/2 interest

*
all that real property situate in the City of Pleasant Hill, County of Contra Costa, State of California, described as follows:

Portion of the Rancho Las Juntas, described as follows:

Beginning on the south line of the parcel of land described in the deed to Philip F. Heraty, et al, recorded November 5, 1958, Book 3258, Official Records, page 166, at the east line of the parcel of land described in the deed to Contra Costa County, recorded August 22, 1957, Book 3032, Official Records, page 485; thence from said point of beginning north 89° 41' 27" east, 128.93 feet to the west line of the State Highway leading from Martinez to Walnut Creek; thence north 0° 25' 20" west, along said west line, 196.2 feet to the north line of said Heraty parcel; thence along said north line, northerly and westerly, along the arc of a curve to the left with a radius of 20 feet, tangent to the last mentioned course, an arc distance of 31.36 feet and south 89° 10' 10" west, to the east line of said Contra Costa County parcel; thence along said Contra Costa County parcel as follows: Westerly and southerly, along the arc of a curve to the left with a radius of 20 feet, an arc distance of 31.42 feet; south 0° 32' 22" west, 96.97 feet and south 4° 59' 58" west, 98.49 feet to the point of beginning.



IN WITNESS WHEREOF, said Corporation has executed these presents by its officer, thereunto duly authorized, this 1st day of February, 19 65.

SEAL AFFIXED
THE KENLOW CORPORATION
By Kenneth B. Lowry
Attest Robert E. McCarthy
Secretary

* For joint tenancy deed add after grantee names: "as joint tenants"

STATE OF CALIFORNIA
City and County of San Francisco

On June 21, 1965 before me, Eather M. Pearson, a Notary Public, in and for said City & County and State, personally appeared Kenneth B. Lowry and Robert E. McCarthy known to me to be President and Secretary respectively of the corporation that executed the within instrument and also known to me to be the persons who executed it on behalf of such corporation and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

SEAL AFFIXED
Eather M. Pearson
NOTARY PUBLIC
In and for the City and County of the State of California
My Commission Expires August 16, 1966

Form 150-103-004 END OF DOCUMENT DEED (Corporation Grantor)-Tenancy in Common or Joint Tenancy Commission Expires August 16, 1966

Recorded at the request of:

Return to:

Phillip M. Lehman
P. O. Box 286
Walnut Creek, California
150-103-004
150-103-005

54625
JUL -3 1965

BOOK 4905 P. 502

RECORDED AT REQUEST OF
WESTERN TITLE GUARANTY COMPANY
CONTRA COSTA COUNTY OFFICIAL RECORDS
CONTRA COSTA COUNTY TITLE CO.
JUL -3 1965
AT 11 O'CLOCK A.M.
CONTRA COSTA COUNTY RECORDS
FEE \$ 2.75 W. T. PAASCH
COUNTY RECORDER

THIS FEE FOR EXCLUSIVE USE OF COUNTY RECORDS

GRANT DEED

(Individual Grantors)

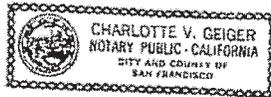
Order No. _____

For value received WILLIAM FRIES, II, an unmarried man, as to an undivided 1/2 interest; STEPHEN M. HELLER and PATRICIA S. HELLER, his wife, as joint tenants, as to undivided 1/2 interest.
GRANT to NED ROBINSON and MARJORIE P. ROBINSON, his wife, as to an undivided 1/2 interest; PHILIP M. LEHRMAN and JANE A. LEHRMAN, his wife, as to an undivided 1/2 interest.

* all that real property situate in the City of Pleasant Hill, County of Contra Costa, State of California, described as follows:

Portion of the Rancho Las Juntas, described as follows:

Beginning on the south line of the parcel of land described in the deed to Philip F. Heraty, et al, recorded November 5, 1958, Book 3258, Official Records, page 166, at the east line of the parcel of land described in the deed to Contra Costa County, recorded August 22, 1957, Book 3032, Official Records, page 485; thence from said point of beginning north 89° 41' 27" east, 128.93 feet to the west line of the State Highway leading from Martinez to Walnut Creek; thence north 0° 25' 20" west, along said west line, 196.2 feet to the north line of said Heraty parcel; thence along said north line, northerly and westerly, along the arc of a curve to the left with a radius of 20 feet, tangent to the last mentioned course, an arc distance of 31.36 feet and south 89° 10' 10" west, to the east line of said Contra Costa County parcel; thence along said Contra Costa County parcel as follows: Westerly and southerly, along the arc of a curve to the left with a radius of 20 feet, an arc distance of 31.42 feet; south 0° 32' 22" west, 96.97 feet and south 4° 59' 58" west, 98.49 feet to the point of beginning.



WITNESS OUR hand this 25th day of June, 1965.

* For joint tenancy deed and after grantee names: as joint tenants

William Fries, II
Stephen M. Heller
Patricia S. Heller

STATE OF CALIFORNIA
City and County of San Francisco
On June 25, 1965 before me, Charlotte V. Geiger, Notary Public, in and for said City and County and State, personally appeared William Fries, II, Stephen M. Heller and Patricia S. Heller known to me to be the persons whose names were subscribed to the within instrument, and acknowledged to me that they executed the same.
Charlotte V. Geiger, Notary Public
My commission expires January 29, 1968

END OF DOCUMENT

Doc No. 121882
Folio No. 121882-001
E-100

66 022959

RECORDED AT REQUEST OF
FIRST AMERICAN TITLE CO.

13364-010

WHEN RECORDED MAIL TO
Philip & Jane Lehman
P.O. Box 6
Genoa, Nevada 89411

CONVEYANCE
TRANSFER TAX
\$ 275.00

DEC 31 1986

AT 2:00 CLOCK PM
CONTRA COSTA COUNTY RECORDER
J.R. GISSON
COUNTY RECORDER

SS99-6817

MAIL TAX STATEMENTS TO

CHEVRON U.S.A. INC.
Property Tax Division
P.O. Box 7611
San Francisco, CA 94120

FEES The undersigned grantor(s) declare(s):

CITY TRANSFER TAX IS \$
DOCUMENTARY TRANSFER TAX IS \$ 275.00
SURVEY MONUMENT PRESERVATION FUND IS \$
X Computed on the consideration or value of property conveyed, OR
Computed on the consideration or value less liens or encumbrances
existing at time of sale.

SURVEY
MONUMENT
FUND
\$10

APR 150-103-011 and 012

GRANT DEED

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

PHILIP M. LEHRMAN and JANE A. LEHRMAN, his wife

hereby GRANT(S) to

MAX W. PARKER, a widower

the real property in the City of Pleasant Hill
County of Contra Costa State of California, described as

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

Dated December 26, 1986

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA
On December 30, 1986

before me, the undersigned, a Notary Public in and for
said State, personally appeared

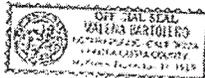
PHILIP A. LEHRMAN

personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s)
is/are attached to the within instrument and
acknowledge to me that he/she they executed the same

WITNESS my hand and official seal

Signature

Marcia Bartlett



MAIL TAX STATEMENTS AS DIRECTED ABOVE

PER 2

66 242959

EXHIBIT "A"

Order No. 121662
Page 2

13364
942

LEGAL DESCRIPTION

Real property in the State of California, County of Contra Costa, City of Pleasant Hill, described as follows:

Portion of the Rancho Los Juntas, described as follows:

Beginning on the south line of the parcel of land described in the deed to Philip F. Heraty, et al, recorded November 5, 1958, Book 3258, Official Records, Page 166, at the east line of the parcel of land described in the deed to Contra Costa County, recorded August 22, 1957, Book 3032, Official Records, Page 485; thence from said point of beginning north 89° 41' 27" east, 128.93 feet to the west line of the State Highway leading from Martinez to Walnut Creek; thence north 0° 25' 20" west, along said west line, 196.2 feet to the north line of said Heraty Parcel; thence along said north line, northerly and westerly, along the arc of a curve to the left with a radius of 20 feet, tangent to the last mentioned course, an arc distance of 31.36 feet and south 89° 10' 10" west, to the east line of said Contra Costa County Parcel; thence along said Contra Costa County Parcel as follows: Westerly and southerly, along the arc of a curve to the left with a radius of 20 feet, an arc distance of 31.42 feet; south 0° 32' 22" west, 96.97 feet and south 4° 59' 58" west, 98.49 feet to the point of beginning.

EXCEPTING THEREFROM:

That portion thereof described as Parcels One & Two in the deed to City of Pleasant Hill, recorded October 22, 1971, Book 6564, Page 501, Official Records

A.P. No.: 150-103-011 and 012

First American Title Guaranty Company

END OF DOCUMENT

121883
121883-001

EE 242960

RECORDED AT REQUEST OF
FIRST AMERICAN TITLE CO.

13364-913

CHEVRON U.S.A. INC.
Attn: N.V. Chodsky
P.O. Box 5050
San Ramon, CA 94581-0905

DEC 31 1986
AT 2 O'CLOCK P.M.
CONTRA COSTA COUNTY RECORDS
J.R. CHISSON
COUNTY RECORDER

SURVEY
MONUMENT
FUND
\$19

5829-6817

MAIL TAX STATEMENTS TO

CHEVRON U.S.A. INC.
Property Tax Division
P.O. Box 7611
San Francisco, CA 94120

FEE \$ 305.00 the undersigned grantor(s) declare(s):

CITY TRANSFER TAX IS \$ FILLOR REQUESTS THAT STAMPS
DOCUMENTARY TRANSFER TAX IS \$ NOT BE RECORDED...
SURVEY MONUMENT PRESERVATION FUND IS \$
Computed on the consideration or value of property conveyed OR
Computed on the consideration of value less fees or encumbrances
remaining at time of sale

A.P. = 150-103-011 and 012

GRANT DEED

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

MAX K. PARKER, a widower

hereby GRANTIES to

CHEVRON U.S.A. INC., a Pennsylvania corporation

the real property in the City of Pleasant Hill
County of Contra Costa, State of California, described as

Portion of the Rancho las Juntas, described as follows:
Beginning on the north line of the parcel of land described in the deed to Philip F. Heraty, et al, recorded November 5, 1958, Book 3258, Official Records, Page 166, at the east line of the parcel of land described in the deed to Contra Costa County, recorded August 22, 1957, Book 2932, Official Records, Page 485; thence from said point of beginning north 89°41'27" east, 128.93 feet to the west line of the State Highway leading from Martinez to Walnut Creek; thence north 0°75'26" west, along said west line, 196.2 feet to the north line of said Heraty Parcel; thence along said north line, northerly and westerly, along the arc of a curve to the left with a radius of 20 feet, tangent to the last mentioned course, an arc distance of 31.25 feet and south 89°10'10" west, to the east line of said Contra Costa County Parcel; thence along said Contra Costa County Parcel as follows: Westerly and southerly, along the arc of a curve to the left with a radius of 20 feet, an arc distance of 31.42 feet; south 0°32'22" west, 95.97 feet and south 4°59'58" west, 98.49 feet to the point of beginning.

EXCEPTING THEREFROM:

That portion thereof described as Parcels One & Two in the deed to City of Pleasant Hill, recorded October 22, 1971, Book 6504, Page 501, Official Records.

Dated: December 26, 1986

STATE OF CALIFORNIA
COUNTY OF Contra Costa
On December 30, 1986
before me the undersigned, a Notary Public and for said State personally appeared
MAX K. PARKER

Max K. Parker
Max K. Parker

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the aboves instrument and acknowledged to me that he/she/they executed the same



WITNESS my hand and official seal
J.R. Chisson

EXEMPT FROM RECORDING

(This area for official official use)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

FORM 4225 (REV. 7/85)

121882
121882-002

Ned Robinson &
Marjorie P. Robinson
1195 Glen Road
Lafayette, California
94549

SS79-6817

MAIL TAX STATEMENTS TO:

CHEVRON U.S.A. INC.
Property Tax Division
P.O. Box 7611
San Francisco, CA 94120

56 242961
RECORDED AT REQUEST OF
FIRST AMERICAN TITLE CO.

DEC 31 1986

AT 2 O'CLOCK M.
CONTRA COSTA COUNTY RECORDS
J.R. OLSSON
COUNTY RECORDER

CONTRA COSTA CO.
FEE \$ 275.00

FEE \$

The undersigned grantor(s) declare(s):

PROPERTY TRANSFER TAX IS \$
DOCUMENTARY TRANSFER TAX IS \$ 275.00
SURVEY MONUMENT PRESERVATION FUND IS \$
* Computed on the consideration of value of property conveyed. OR
* Computed on the consideration of value less liens or encumbrances
remaining at time of sale.

150-103-011 and 012

GRANT DEED

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

NED ROBINSON and MARJORIE P. ROBINSON, his wife

hereby GRANT(S) to

MERLE D. HALL COMPANY, a California corporation

an undivided one-half interest in
the real property in the City of Pleasant Hill
County of Contra Costa, State of California, described as

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

WITNESS:

[Signature]

Robert W. Felton

Dated December 26, 1986

STATE OF CALIFORNIA
COUNTY OF

before me, the undersigned, a Notary Public in and for
said State, personally appeared
NED ROBINSON and MARJORIE P.
ROBINSON

[Signature]
Ned Robinson

[Signature]
Marjorie P. Robinson

personally known to me (or proved to me on the basis of
satisfactory evidence) to be the persons whose names
are subscribed to the within instrument and
acknowledged to be the ones who executed the same.

WITNESS my hand and official seal

(This area for official notarial seal)

Signature

MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDED PAGE 251

86 243961

Order No. 111800
Page 3

1364
946

LEGAL DESCRIPTION

Real property in the State of California, County of Contra Costa, City of Pleasant Hill, described as follows:

Portion of the Rancho Las Juntas, described as follows:

Beginning on the south line of the parcel of land described in the deed to Philip F. Heraty, et al, recorded November 5, 1958, Book 3258, Official Records, Page 166, at the east line of the parcel of land described in the deed to Contra Costa County, recorded August 22, 1957, Book 3032, Official Records, Page 485; thence from said point of beginning north 89° 41' 27" east, 128.93 feet to the west line of the State Highway leading from Martinez to Walnut Creek; thence north 0° 25' 20" west, along said west line, 196.2 feet to the north line of said Heraty Parcel; thence along said north line, northerly and westerly, along the arc of a curve to the left with a radius of 20 feet, tangent to the last mentioned course, an arc distance of 31.36 feet and south 89° 10' 10" west, to the east line of said Contra-Costa County Parcel; thence along said Contra-Costa County Parcel as follows: Westerly and southerly, along the arc of a curve to the left with a radius of 20 feet, an arc distance of 31.42 feet; south 0° 32' 22" west, 96.9 feet and south 4° 59' 58" west, 98.49 feet to the point of beginning.

EXCEPTING THEREFROM:

That portion thereof described as Parcels One & Two in the deed to City of Pleasant Hill, recorded October 22, 1971, Book 6504, Page 501, Official Records

A.P. No.: 150-103-011 and 012

MR
MR

END OF DOCUMENT

First American Title Guaranty Company

86 242962

121882
121882-002

RECORDED AT REQUEST OF
FIRST AMERICAN TITLE CO.

CHEVRON U.S.A. INC.
ATTN: V.Y. Chodsky
P.O. Box 5050
San Ramon, CA 94583-0905

SUNSET
MONUMENT
FUND
\$10

DEC 31 1986
AT 2 O'CLOCK P.M.
CONTRA COSTA COUNTY RECORDS
J.R. OLSSON
COUNTY RECORDER

1386400941

SS89-6817

MAIL TAX STATEMENTS TO

CHEVRON U.S.A. INC.
Property Tax Division
P.O. Box 7611
San Francisco, CA 94120

The undersigned grantor(s) declare(s):

CITY TRANSFER TAX IS \$ FILOR REQUESTS THAT STAMPS
DOCUMENTARY TRANSFER TAX IS \$ NOT BE RECORDED
SUNSET MONUMENT PRESERVATION FUND IS \$
Computed on the consideration or value of property conveyed; OR
Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

A.P. # 150-103-011 and 012

GRANT DEED

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

MERLE D. HALL COMPANY, a California corporation

hereby GRANT(S) to

CHEVRON U.S.A. INC., a Pennsylvania corporation

the real property in the City of Pleasant Hill
County of Contra Costa, State of California, described as

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

Dated December 26, 1986

MERLE D. HALL COMPANY, a California
corporation

By: *[Signature]*
Merle D. Hall, President

STATE OF CALIFORNIA
COUNTY OF

On before me, the undersigned, a Notary Public in and for
said State, personally appeared

personally known to me (or proved to me on the basis of
satisfactory evidences) 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

WITNESS my hand and official seal:

Signature

(This area for official notary seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

#13364 page 948

STATE OF CALIFORNIA
COUNTY OF San Diego

On December 30, 1986

before me, the undersigned a Notary Public in and for
said State, personally appears MERLE D. HAL and
personally known to me or proved to me on the
basis of satisfactory evidence to be the person who executed the above instrument as

MERLE D. HAL COMPANY President and
Secretary on behalf of

the corporation therein named, and acknowledged to me that
such corporation executed the within instrument pursuant to its
by-laws or a resolution of its board of directors

WITNESS my hand and official seal:



Signature: Malena Bartolero

(This area for official notarial use)

2025 RELEASE UNDER E.O. 14176

EXHIBIT "A"

Order No. 121882
Page 2

LEGAL DESCRIPTION

Real property in the State of California, County of Contra Costa, City of Pleasant Hill, described as follows:

Portion of the Rancho Las Juntas, described as follows:

Beginning on the south line of the parcel of land described in the deed to Philip F. Heraty, et al, recorded November 5, 1958, Book 3258, Official Records, Page 186, at the east line of the parcel of land described in the deed to Contra Costa County, recorded August 22, 1957, Book 3032, Official Records, Page 485; thence from said point of beginning north 89° 41' 27" east, 123.93 feet to the west line of the State Highway leading from Martinez to Walnut Creek; thence north 0° 25' 20" west, along said west line, 196.2 feet to the north line of said Heraty Parcel; thence along said north line, northerly and westerly, along the arc of a curve to the left with a radius of 20 feet, tangent to the last mentioned course, an arc distance of 31.36 feet and south 89° 10' 10" west, to the east line of said Contra-Costa-County-Parcel; thence along said Contra-Costa County Parcel as follows: westerly and southerly, along the arc of a curve to the left with a radius of 20 feet, an arc distance of 31.42 feet; south 0° 32' 22" west, 96.97 feet and south 4° 59' 58" west, 98.49 feet to the point of beginning.

EXCEPTING THEREFROM:

That portion thereof described as Parcels One & Two in the deed to City of Pleasant Hill, recorded October 22, 1971, Book 6504, Page 501, Official Records

A.P. No.: 150-103-011 and 012

First American Title Guaranty Company

END OF INSTRUMENT

BOOK 13367 PAGE 949

RECORDING REQUESTED BY

OCT 22 1971

6504 501

50731

RECORDED AT REQUEST OF
WESTERN TITLE GUARANTY COMPANY
CONTRA COSTA COUNTY DIVISION

OCT 22 1971

RE 1 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
FEE \$2.80 W. T. PAASCH
COUNTY RECORDS

AND WHEN RECORDED, MAIL TO

Name
Street Address
City & State

City of Pleasant Hill
City Hall
Pleasant Hill, Calif.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Name
Street Address
City & State

DOCUMENTARY TRANSFER TAX \$ None
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.

WESTERN TITLE GUARANTY COMPANY
CONTRA COSTA COUNTY DIVISION

By *[Signature]*
Signature of Escrowee or agent designated by

Grant Deed

D.T.S.

TO SELLER'S USE

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
NED ROBINSON and MARJORIE P. ROBINSON, his wife, and
PHILIP M LEHRMAN and JANE A. LEHRMAN, his wife
hereby GRANT(S) to

CITY OF PLEASANT HILL, a general law city of the State of California,
the following described real property in the City of Pleasant Hill,
County of Contra Costa, State of California:

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

Dated

June 23, 1971

STATE OF CALIFORNIA
COUNTY OF *Contra Costa*

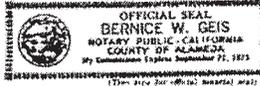
On *June 23, 1971*, before me, the under
signed Notary Public in and for said County, personally appeared

[Signatures of Ned Robinson and Marjorie Robinson]

Known to me
to be the person whose name is subscribed to the within
instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.

Signature

[Signature of Bernice W. Geis]
Bernice W. Geis
Name Typed or Printed



Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"

Parcels 1 & 2

That portion of the Rancho Las Juntas, described as follows:

COMMENCING at the southeasterly corner of the land described in the deed to the County of Contra Costa, recorded August 22, 1957 in Book 3032, Official Records, Page 485, being a point on the southerly line of the land described in the deed to Philip F. Heraty, et al, recorded November 5, 1958 in Book 3258, Official Records, page 166; thence North 89°41'27" East along said southerly line, 108.93 feet to a line parallel with and distant westerly, 50.00 feet from the centerline of Contra Costa Highway to the True Point of Beginning; thence North 0°25'20" West along said parallel line 191.02 feet to the beginning of a tangent curve concave southwesterly having a radius of 20.00 feet; thence northerly, northwesterly and westerly along said curve, through a central angle of 90°24'30" an arc distance of 31.56 feet to a line parallel with and distant southerly 30.00 feet from the centerline of Doris Drive; thence tangent to said curve, South 89°10'10" West along said parallel line, 62.63 feet to the beginning of a tangent curve, concave southeasterly having a radius of 20.00 feet; thence westerly, southwesterly and southerly along said curve, through a central angle of 90°00'00" an arc distance of 31.42 feet to the easterly line of said land described in said deed to the County of Contra Costa; thence tangent to said curve, North 0°49'50" West along said easterly line, 5.00 feet to the beginning of a tangent curve therein, concave southeasterly having a radius of 20.00 feet; thence northerly, northeasterly and easterly along said curve, through a central angle of 90°00'00" an arc distance of 31.42 feet to the northerly line of said land described in said deed to Heraty; thence North 89°10'10" East along said northerly line, 82.67 feet to the beginning of a tangent curve therein, concave southwesterly having a radius of 20.00 feet; thence easterly, southeasterly and southerly along said curve, through a central angle of 90°24'30" an arc distance of 31.56 feet to the west line of the State Highway leading from Martinez to Walnut Creek; thence South 0°25'20" East along said west line, 196.20 feet to said southerly line of the land described in said deed to Heraty; thence South 89°41'27" West, 20.00 feet to the True Point of Beginning.

Parcel 3

A permanent drainage easement for the purpose of laying down and constructing storm drainage facilities at any time in and upon said premises and to keep and maintain the same for the convenience of the Grantee in, under, along and across the southerly fifteen (15) feet of the parcel of land described in the deed to Philip F. Heraty, et al, recorded November 5, 1958, in Book 3258 at page 166 of Official Records of the County of Contra Costa.

END OF DOCUMENT

YAL
MRS.
MILK
JG

EXHIBIT 2

Return to:
Standard Oil Company of California
P.O. Box 2627, Airport Station
Oakland, California 94614
Attn: W. H. Bossard

OCT 22 1971

BOOK 6504 PAGE 503

00732

RECORDED AT REQUEST OF
WESTERN TITLE GUARANTY COMPANY
CONTRA COSTA COUNTY DIVISION

OCT 22 1971

AT 1 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
W. T. PAASCH
COUNTY RECORDS

LEASE

C 366200

THIS INSTRUMENT, dated March 29, 1971, by and between NED ROBINSON and MARJORIE P. ROBINSON, his wife, as to an undivided one-half (1/2) interest, and PHILIP M. LEHRMAN and JANE A. LEHRMAN, his wife, as to an undivided one-half (1/2) interest, as Lessor, and STANDARD OIL COMPANY OF CALIFORNIA, a Delaware corporation, as Lessee,

W I T N E S S E T H:

That for the term and upon the terms and conditions set forth in that certain written Lease agreement, bearing even date herewith, from Lessor to Lessee, all of which terms and conditions are hereby made a part hereof, as fully and completely as if herein specifically set out in full, Lessor has leased, demised and let, and does hereby lease, demise and let, unto Lessee, the following described real property, situate, lying and being in the City of Pleasant Hill, County of Contra Costa, State of California, more particularly described as follows, to-wit:

That portion of the Rancho las Juntas, described as follows:

BEGINNING at a point on the easterly line of the land described in the Deed to Contra Costa County, recorded August 22, 1957, in Book 3032, Page 485 of Official Records, distant thereon North 3° 37' 46" East, 63.83 feet from the southerly line of the land described in the Deed to Philip F. Heraty and Others, recorded November 5, 1958 in Book 3258, Page 166 of Official Records; thence North 89° 41' 46" East, 104.31 feet to a line parallel with and distant westerly 50.00 feet from the centerline of Contra Costa Boulevard; thence North 0° 25' 20" West along said parallel line, 127.35 feet to the beginning of a tangent curve concave southwest-erly having a radius of 20.00 feet; thence northerly, northwesterly and westerly along said curve through a central angle of 90° 24' 30" an arc distance of 31.56 feet to a line parallel with and distant southerly 30.00 feet from the centerline of Doris Drive; thence tangent to said curve South 89° 10' 10" West along said parallel line, 62.63 feet to the beginning of a tangent curve concave southeasterly having a radius of 20.00 feet thence westerly, southwesterly and southerly along said curve through a central angle of 90° 00' 00" an arc distance of 31.42 feet to said easterly line of the land described in said deed to Contra Costa County; thence tangent to said curve South 0° 49' 50" West along said easterly line 96.97 feet to an angle point therein; thence South 3° 37'

46" West, 34.66 feet to the Point of Beginning.

That said Lease provides that as of November 1, 1970, it cancels and terminates that certain Lease, dated June 15, 1950, now operative between the parties covering a portion of the above premises, which Lease was recorded on October 25, 1950, in Volume 1657, Page 53, of Official Records of Contra Costa County, California.

IN WITNESS WHEREOF, the parties hereto have executed this instrument.

Ned Robinson
NED ROBINSON, Lessor

Marjorie P. Robinson
MARJORIE P. ROBINSON, Lessor

Philip M. Lehrman
PHILIP M. LEHRMAN, Lessor

Jane A. Lehrman
JANE A. LEHRMAN, Lessor

STANDARD OIL COMPANY OF CALIFORNIA, Lessee

Q T Mills
By Attorney in Fact

TO 447 C
(Individual)

(TI)

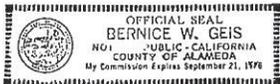
STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

On May 10, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Ned Robinson, Marjorie P. Robinson, Philip M. Lehrman and Jane A. Lehrman

to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Bernice W. Geis
Name (Typed or Printed) Bernice W. Geis



(This area for official notarial seal)

STAPLE HERE

Standard Oil Company of California
P.O. Box 2627, Airport Station
Oakland, California 94614

Attn: W. H. Bossard

OCT 22 1971

BOOK 6504 PAGE 506

RECORDED AT REQUEST OF
WESTERN TITLE GUARANTY COMPANY
CONTRA COSTA COUNTY DIVISION

OCT 22 1971

AT 1 O'CLOCK P M
CONTRA COSTA COUNTY RECORDS
FEE \$3.60 W. T. PAASCH
COUNTY RECORDS

90733

LEASE MODIFICATION AGREEMENT

THIS INSTRUMENT, dated July 29, 1971, by and between NED ROBINSON and
MARJORIE P. ROBINSON, his wife, and PHILIP M. LEHMAN and JANE A. LEHMAN, his wife,
as Lessor, and STANDARD OIL COMPANY OF CALIFORNIA, a Delaware corporation, as Lessee,

W I T N E S S E T H:

That upon the terms and conditions of that certain written Lease Modifica-
tion Agreement of even date herewith, all of which terms and conditions are hereby
made a part hereof as fully as if set forth in full, the parties have modified
that certain Lease, now operative between them, dated March 29, 1971, covering
certain real property in the City of Pleasant Hill, County of Contra Costa, State
of California, more particularly described therein.

That said Lease Modification Agreement among other things modifies the
financing provisions of said Lease.

IN WITNESS WHEREOF, the parties have executed this instrument.

STANDARD OIL COMPANY OF CALIFORNIA,
Lessee

By *W. T. Paasch*
Attorney in Fact

Ned Robinson
NED ROBINSON, Lessor

Marjorie P. Robinson
MARJORIE P. ROBINSON, Lessor

Philip M. Lehman
PHILIP M. LEHMAN, Lessor

Jane A. Lehman
JANE A. LEHMAN, Lessor

TO 447 C
(Individual)

BOOK 6504 PAGE 507



STATE OF CALIFORNIA
COUNTY OF Contra Costa } ss.

On September 16, 1971
before me, the undersigned, a Notary Public in and for said
State, personally appeared Ned Robinson, Marjorie P. Robinson, Philip M. Lehrman
and Jane A. Lehrman

STAPLE HERE
to be the person s whose name s are s subscribed
to the within instrument and acknowledged that they
executed the same.

WITNESS my hand and official seal.

Signature *Janice L. Trent*

Janice L. Trent
Name (Typed or Printed)



(This area for official notarial seal)

After recording, please return to
WELLS FARGO BANK, N.A.
464 California Street
San Francisco, CA 94120

Attention of ALLAN SPROUL, JR.
ASSISTANT VICE PRESIDENT

FOR RECORDER'S USE ONLY

30734
OCT 22 1971

BOOK 6504 PAGE 509
RECORDED AT REQUEST OF
WESTERN TITLE GUARANTY COMPANY
CONTRA COSTA COUNTY DIVISION
OCT 22 1971
AT 1 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
FEE \$ 4.40
W. T. PAASCH
COUNTY RECORDS

DEED OF TRUST

With Assignment of Rents

C 368462

THE PARTIES TO THIS DEED OF TRUST, made this 29th day of September, 1971, are
NED ROBINSON and MARJORIE P. ROBINSON, his wife; and PHILIP M. LEHRMAN and
JANE A. LEHRMAN, his wife
hereinafter called "Trustor", whose address is 1100 Financial Center Building, Oakland, CA 94612
AMERICAN SECURITIES COMPANY, a corporation, hereinafter called "Trustee", and WELLS FARGO BANK, NATIONAL ASSOCI-
ATION, a corporation, hereinafter called "Beneficiary".

GRANT IN TRUST

Trustor irrevocably grants and assigns to Trustee in trust, with power of sale and right of entry and possession, all of that cer-
tain real property located in the City of Pleasant Hill

County of Contra Costa, State of California, described as:

(See attached description)

together with all easements and other rights now or hereafter made appurtenant thereto and all improvements now or hereafter placed
thereon and all other property now or hereafter in any manner attached or affixed to said land or improvements. (Said real property,
improvements, appurtenances and other property being hereinafter called "subject property".) The foregoing grant is made to Trustee
for the benefit of Beneficiary to hold for the purposes and upon the terms and conditions hereinafter set forth.

ASSIGNMENT OF RENTS

Trustor absolutely and irrevocably assigns to Beneficiary the rents, issues and profits of the subject property for the purposes
and upon the terms and conditions hereinafter set forth. The foregoing assignment shall not impose upon Beneficiary any duty to
cause the subject property to produce rents nor shall Beneficiary be deemed to be a "mortgagee in possession" by reason thereof for
any purpose.

OBLIGATIONS SECURED

The foregoing grant and assignment are made for the purpose of securing:

1. Payment of an indebtedness in the amount of *****
NINETY THREE THOUSAND EIGHT HUNDRED EIGHTY SEVEN AND 50/100 Dollars (\$ 93,887.50),
together with interest thereon payable to Beneficiary or its order and evidenced by one promissory note of even date herewith, and
any extensions or renewals thereof (including, without limitation, extensions or renewals at a different rate of interest and/or evidenced
by a new or additional promissory note);
2. Payment of such further sums as the then record owner of the subject property may hereafter borrow from Beneficiary, its
successors or assigns when said borrowing is evidenced by a promissory note or notes reciting that it or they are so secured; and
3. Performance of each agreement of Trustor herein contained or incorporated herein by reference; and
4. (Attach rider, if any additional obligation secured.)

TO PROTECT THE SECURITY OF THIS DEED OF TRUST THE PARTIES AGREE AS FOLLOWS:

A. RIGHTS AND DUTIES OF THE PARTIES

1. **Title.** Trustor warrants that, except as otherwise disclosed to Beneficiary in writing, Trustor lawfully holds and possesses the
subject property in fee simple without limitation on the right to encumber and Trustor agrees to protect, preserve and defend the
subject property and title thereto.
2. **Taxes and Assessments.** Trustor shall pay, at least ten (10) days' prior to delinquency, all taxes, assessments, levies and charges
imposed by any public authority or utility company which are or may become a lien affecting the subject property or any part thereof
or interest therein, including, but without limitation, assessments on appurtenant water stock. At Beneficiary's option and upon its
demand Trustor shall, until all indebtedness secured hereby have been paid in full, pay to Beneficiary each month an amount estimated
by Beneficiary to be equal to the taxes, assessments, levies, charges and premiums for fire, other hazard and mortgage insurance
next to become due, divided by, in each instance, the number of months to lapse preceding the month in which the same, respectively,
will become due. All sums so paid shall not bear interest and shall, unless Trustor is otherwise in default hereunder, be released to
Trustor for application to or shall be applied to payment of such taxes, assessments, levies, charges and insurance premiums; pro-
vided, however, that at the option of Beneficiary all or any part thereof may be applied to indebtedness secured hereby while Trustor
is in default hereunder.
3. **Liens and Encumbrances.** Trustor shall pay at or prior to maturity, all liens and encumbrances which are or shall hereafter
become or appear to be an encumbrance, whether senior or subordinate hereto, upon the subject property or any part thereof or
interest therein, including, but without limiting the generality of the foregoing, any and all claims for work or labor performed, or
materials or services supplied in connection with any work of demolition, alteration, improvement of or construction upon the subject
property.
4. **Insurance.** Trustor shall insure the subject property against loss or damage by fire and such other risks, in such amounts and
under the types of coverage as shall from time to time be required by Beneficiary. Trustor shall carry public liability and other insur-
ance in such amounts as Beneficiary may require. The insurance shall be maintained in companies and in forms satisfactory to Bene-
ficiary. Neither Beneficiary nor Trustor shall by reason of accepting, rejecting, approving or obtaining insurance incur any liability for
the existence, non-existence, form or legal sufficiency thereof, or solvency of any insurer, for the payment of losses. Beneficiary shall
be named as the primary loss payee under all such policies which shall also provide that they cannot be terminated as to Beneficiary
except upon thirty (30) days' prior written notice. The original of all such policies shall be delivered to and held by Beneficiary, to-
gether with receipts satisfactory to Beneficiary, evidencing payment of the premiums therefor.
5. **Disposition of Insurance or Condemnation Proceeds.** Any and all awards for damages suffered or compensation paid by reason
of a taking for public use of or an action in eminent domain affecting all or any part of the subject property, or any interest therein,
or any proceeds of any insurance policies paid by reason of loss sustained to the subject property, or any part thereof, are hereby
assigned to Beneficiary and may be applied by Beneficiary upon any indebtedness or obligation secured hereby and in such order as

Beneficiary may determine, at its option. Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided hereunder. All or any part of the entire amount so collected, however, may be released to Trustor upon such conditions as Beneficiary may impose for its disposition, if any. Application of all or any portion of said funds or the release thereof shall not cure or waive any default or notice of default hereunder or invalidate any acts done pursuant to such notice.

8. **Maintenance and Preservation of the Subject Property.** Trustor covenants: to keep the subject property and all personal property used in connection therewith in good condition and repair; not to remove or demolish any improvement thereon; to complete or restore promptly and in good and workmanlike manner any improvement which may be constructed, damaged, or destroyed thereon; to comply with all laws, ordinances, regulations, covenants, conditions, restrictions and requirements of insurance companies and the Pacific Fire Rating Bureau or any successor thereof, affecting the subject property and pertaining to acts committed or conditions existing thereon, including laws, regulations of governmental officers and departments, insurance companies and of Pacific Fire Rating Bureau requiring alteration or improvements and not to suffer any violation thereof; not to commit or permit waste thereof; and to do all other acts which from the character or use of the subject property may be reasonably necessary to maintain, preserve and enhance its value; to pay when due all installments owing others upon leases or conditional sales or like agreements with respect to any building, structures, improvements and fixtures now or hereafter at any time attached to or used in connection with the operation or occupation of the subject property (in event of default, all right, title and interest of Trustor under any such leases, conditional sales or like agreements shall be automatically assigned to Beneficiary hereunder, together with any deposits made in connection therewith); not to create any deed of trust or encumbrances upon the subject property subsequent hereto, without specifically providing therein that the same is subject to this deed of trust for the full amount of the indebtednesses, including extensions, renewals and future advances, secured hereby, together with interest thereon, and subject to all of the terms and provisions hereof; to make no further assignment of rents of the subject property, except specially subject to the assignment of rents hereunder and the provisions hereof; to execute and, where appropriate, acknowledge and deliver such further instruments as Beneficiary or Trustee deems necessary or appropriate to preserve, continue, perfect and enjoy the security hereunder, including assignments of leases of the subject property.

7. **Conveyance of Fixtures.** Fixtures include without limitation, articles or property such as

now or hereafter attached to or used in connection with the use, operation or occupation of the subject property are hereby declared to be part of the realty as between the parties and all persons claiming under them.

8. **Defense of Actions and Payment of Costs.** Trustor covenants to appear in and defend any action or proceeding purporting to affect the subject property, the security hereof or the rights or powers of Beneficiary or Trustee hereunder.

Trustor covenants to give Beneficiary prompt notice in writing of the filing of any such action or proceeding.

9. **Right of Inspection.** Beneficiary, its agent or employees, may enter upon the subject property at any reasonable time for the purpose of inspecting the same and ascertaining the compliance of Trustor with the terms hereof.

10. **Substitution of Trustees.** From time to time, by a writing signed and acknowledged by Beneficiary and recorded in the Office of the Recorder of the county in which the subject property is situated, Beneficiary may appoint another Trustee in place and stead of the Trustee herein named. Such writing shall refer to this deed of trust and set forth the date, book and page of its recordation. Upon recordation of such instrument of substitution the Trustee herein named shall be discharged and the new Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein. A writing recorded pursuant to the provisions of this paragraph shall be conclusive proof of the proper substitution of such new Trustee.

11. **Miscellaneous Powers of Trustee.** From time to time upon written request of Beneficiary and presentation of this deed of trust for endorsement, and without affecting the personal liability of any person for payment of the indebtedness or performance of the obligations secured hereby, Trustee may, without liability therefor and without notice, recover all or any part of the subject property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof. Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trusts hereunder and the enforcement of the rights and remedies available hereunder and may obtain orders or decrees directing or confirming or approving acts in the execution of said trusts and the enforcement of said remedies. Trustee has no obligation to notify any party of any pending sale or any action or proceeding unless held or commenced and maintained by Trustee under this deed of trust. Trustee shall be entitled to reasonable compensation and reimbursement for services and expenses in the administration of the trusts created hereunder including reasonable attorneys' fees and Trustor will pay the same and the same are secured hereby. Trustor indemnifies Trustee and Beneficiary against all losses, claims, demands and liabilities which either may incur, suffer or sustain in the execution of the trusts created hereunder or in the performance of any act required or permitted hereunder or by law and such indemnity is secured hereby.

12. **Collection of Rents, Issues and Profits.** Beneficiary confers upon Trustor the authority to collect and retain the rents, issues and profits of the subject property as they become due and payable subject, however, to the right of Beneficiary to revoke said authority at any time in its sole discretion and without notice to Trustor. Beneficiary may revoke said authority and collect and retain the rents, issues and profits of the subject property hereby assigned whether or not Trustor is in default hereunder or under any of the obligations secured hereby, and without taking possession of all or any part of the subject property. The right to collect rents and profits as herein provided shall not be deemed to grant to Beneficiary or Trustee the right to possession, except as expressly herein provided, or impose upon Beneficiary or Trustee the duty to produce rents or profits or maintain the subject property in whole or in part.

Any rents, issues and profits collected may be applied by Beneficiary, in its sole discretion, against the indebtedness secured hereby, any obligations of Trustor arising hereunder or any other obligation of Trustor to Beneficiary, whether existing on the date hereof hereunder arising. Collection of any rents, issues and profits by Beneficiary shall not cure or waive any default or notice of default hereunder or invalidate any acts done pursuant to such notice.

13. **Reconveyance.** Upon written request of Beneficiary stating that all sums and obligations secured hereby have been discharged, or otherwise as requested by Beneficiary and Trustor, and upon the surrender of this deed of trust and the note or instrument setting forth the obligation secured hereby to Trustee for cancellation, Trustee shall reconvey, without warranty, the subject property or that portion thereof then held hereunder. The recitals in such reconveyance executed hereunder of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". When the subject property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all of the rents, issues and profits of the subject property to the person or persons legally entitled thereto unless such reconveyance expressly provides to the contrary.

14. **Acceleration Upon Sale or Encumbrance.** In the event of a sale, transfer, assignment, hypothecation or encumbrance, whether voluntary or involuntary, of all or any part of the subject property or any interest therein, or the attachment of any lien thereon, then, and in any such event, Beneficiary may, by written notice to Trustor, declare all obligations hereby secured to be immediately due and payable notwithstanding any provision to the contrary contained herein or in the note or other instruments in which the obligations hereby secured are set forth. Trustor shall notify Beneficiary promptly of any transaction or event which may give rise to a right of acceleration hereunder.

B. DEFAULT PROVISIONS

1. **Rights and Remedies.** At any time after default in the payment or performance of any obligations secured or imposed hereby, Beneficiary and Trustee shall have all of the following rights and remedies:

- With or without notice to declare all obligations secured hereby immediately due and payable;
- With or without notice and without releasing Trustor from any obligation hereunder, to cure any default of Trustor and in connection therewith to enter upon the subject property and to do such acts and things as Beneficiary or Trustee deem necessary or desirable to protect the security hereof including: to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee hereunder; to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of either Beneficiary or Trustee, is prior or superior hereto, the judgment of Beneficiary or Trustee being conclusive as between the parties hereto; to pay any premiums or charges with respect to insurance required to be carried hereunder; and to employ counsel, accountants, contractors and other appropriate persons to assist them;
- To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or for specific enforcement of the covenants of Trustor hereunder and Trustor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy;
- To enter upon, possess, manage and operate the subject property or any part thereof; to make, terminate, enforce or modify leases of the subject property upon such terms and conditions as Beneficiary deems appropriate as a reserve to meet future expenses under the subparagraph, shall be applied on any indebtedness secured hereby in such order as Beneficiary shall determine. Neither application of said sums to said indebtedness nor any other action taken by Beneficiary under this subparagraph shall cure or waive any default or notice of default hereunder or nullify the effect of any such notice of default. Any action taken under this subparagraph may be taken by Beneficiary or Trustee or any employee or agent of Beneficiary or Trustee with or without bringing any action or proceedings, or may be taken by a receiver appointed by a court, and any such action may be taken without regard to the adequacy of the security for the indebtedness secured hereunder and whether or not the indebtedness secured hereby has been declared immediately due and payable and whether or not notice of default has been filed;

All sums realized by Beneficiary under this subparagraph, less all costs and expenses incurred by it under this subparagraph, including reasonable attorneys' fees, and less such sum as Beneficiary deems appropriate as a reserve to meet future expenses under the subparagraph, shall be applied on any indebtedness secured hereby in such order as Beneficiary shall determine. Neither application of said sums to said indebtedness nor any other action taken by Beneficiary under this subparagraph shall cure or waive any default or notice of default hereunder or nullify the effect of any such notice of default. Any action taken under this subparagraph may be taken by Beneficiary or Trustee or any employee or agent of Beneficiary or Trustee with or without bringing any action or proceedings, or may be taken by a receiver appointed by a court, and any such action may be taken without regard to the adequacy of the security for the indebtedness secured hereunder and whether or not the indebtedness secured hereby has been declared immediately due and payable and whether or not notice of default has been filed.

(e) To execute a written notice of such default and of its election to cause the subject property to be sold to satisfy the obligations secured hereby. Such notice shall be given and recorded as then required by law as a condition upon the conduct of a Trustee's sale. When the minimum period of time required by law after such notice has elapsed, Trustee, without demand on Trustor, shall sell the subject property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it or Beneficiary may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the subject property by public announcement at such time

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and place of sale, and from time to time thereafter may postpone such sale by public announcement at such time fixed by the preceding postponement. Trustee shall deliver to the purchaser at such sale its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, and of this trust, including cost of evidence of title and reasonable attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums so expended under the terms hereof not then repaid, with accrued interest at the rate of seven percent (7%) per annum; the payment of all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto; and

(f) To resort to and realize upon the security hereunder and any other security now or hereafter held by Beneficiary in such order and manner as Trustee and Beneficiary or either of them may, in their sole discretion, determine; resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both.

2. **Payment of Expenses.** Trustor will pay immediately and without demand all expenses, including expenses for services of counsel, accountants, real estate brokers and other persons and for contractors for labor and materials, incurred or paid by Beneficiary or Trustee in the exercise of any right, power or remedy for which provision is made hereunder or by law, with interest thereon at seven percent (7%) per annum from the date of expenditure thereof by Beneficiary or Trustee until paid, and the same shall be secured hereby.

3. **Remedies Cumulative.** All rights and remedies of Beneficiary and Trustee hereunder are cumulative and in addition to all rights and remedies provided by law.

4. **Release, Extensions, Modifications and Additional Security.** Without affecting the liability of any person for payment of any indebtedness secured hereby, or the lien or priority of this deed of trust upon the subject property, Beneficiary may, from time to time, with or without notice, (a) release any person's liability for the payment of an indebtedness secured hereby; (b) make any agreement extending the maturity or otherwise altering the terms of the payment of any indebtedness secured hereby; and (c) accept additional security or release any property securing the indebtedness secured hereby.

C. MISCELLANEOUS PROVISIONS

1. **Non-waiver.** By accepting payment of any sum secured hereby after its due date, or late performance of any obligation secured hereby, Beneficiary will not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make such prompt payment. No exercise of any right or remedy by Beneficiary or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law.

2. **Successors in Interest.** The terms, covenants and conditions herein contained shall be binding upon inure to the benefit of the heirs, successors and assigns of the parties hereto.

3. **Statement of Condition.** From time to time as required by law, Beneficiary shall furnish to Trustor such statements as may be required concerning the condition of the obligations secured hereby. Trustor covenants and agrees to pay upon demand for such statements the maximum amount allowed by law.

4. **Acceptance of Trust, Notice of Indemnification.** Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust, or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless such action is brought by Trustee. Trustee shall not be obligated to perform any act required of it hereunder unless the performance of such act is requested in writing and Trustee is reasonably indemnified against loss, cost, liability and expense.

5. **Obligations of Trustor, Joint and Several.** If more than one person has executed this deed of trust as "Trustor," the obligations of all such persons hereunder shall be joint and several.

6. **Recourse to Separate Property.** Any married woman who executed this Deed of Trust as a Trustor agrees that any money judgment which Beneficiary or Trustee obtains pursuant to the terms hereof, or their rights hereunder may be collected by way of execution upon her separate property, and any community property of which she is manager.

7. **Execution of Documents.** Trustor agrees, upon demand by Beneficiary or Trustee, to execute any and all documents and instruments required to effectuate the provisions hereof.

8. **Beneficiary Defined.** The word "Beneficiary" hereunder means the beneficiary named herein or any future owner or holder, including pledgee, of the note secured hereby.

9. **Rules of Construction.** When the identity of the parties hereto or other circumstances make it appropriate the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Specific enumeration of rights, powers and remedies of Trustee and Beneficiary and of acts which they may do and of acts to be done and not to be done by Trustor is not to be deemed to exclude or limit the general.

IN WITNESS WHEREOF, Trustor has executed this deed of trust on the day and year set forth above. (Any Trustor whose address is set forth below hereby requests that a copy of notice of default and notice of sale be mailed to him at that address. Failure to insert an address shall constitute a waiver of the right to receive a copy of a notice of default.)

1100 (Addresses)
1215 Financial Center Bldg., Oakland, CA 94612
1100
1215 Financial Center Bldg., Oakland, CA 94612
1100
1215 Financial Center Bldg., Oakland, CA 94612
1100
1215 Financial Center Bldg., Oakland, CA 94612
STATE OF CALIFORNIA
County of Alameda

Ned Robinson
Ned Robinson
Marjorie P. Robinson
Marjorie P. Robinson
Philip M. Lehrman
Philip M. Lehrman
Jane A. Lehrman
Jane A. Lehrman

On this 7th day of October, 1971, before me a Notary Public in and for said County of Alameda, County of Alameda, personally appeared Ned Robinson, Marjorie P. Robinson, Philip M. Lehrman and Jane A. Lehrman, whose names I know, and to the person I know and acknowledged to me that they executed the within and foregoing instrument and acknowledged to me that they executed the same.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.
Bernice W. Geis
Notary Public in and for said Alameda County of California

STATE OF CALIFORNIA
County of Alameda } ss.
On this _____ day of _____, 19____, before me a Notary Public in and for said County of _____, County of _____, residing therein, duly commissioned and sworn, personally appeared _____ and _____, and _____, personally known to me to be the President and Secretary, respectively, of the Corporation described in and that executed the within and foregoing instrument, and also known to me to be the persons who executed said instrument on behalf of said Corporation, and they acknowledged to me that such Corporation executed the foregoing instrument pursuant to its By-Laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public in and for said _____ County of _____, State of California.

Portion of the Rancho Las Juntas, described as follows:

ms *MR* *MPR*

Beginning at a point on the easterly line of the land described in the deed to Contra Costa County, recorded August 22, 1957, Book 3032, page 485, Official Records, distant thereon north 3° 37' 46" east, 63.83 feet from the southerly line of the land described in the deed to Philip F. Heraty et al, recorded November 5, 1958 in Book 3258 page 166, Official Records; thence north 89° 41' 46" east, 104.31 feet to a line parallel with and distant westerly 50.00 feet from the center line of Contra Costa Boulevard; thence north 0° 25' 20" west along said parallel line, 127.35 feet to the beginning of a tangent curve concave southwesterly having a radius of 20.00 feet; thence northerly, northwesterly and westerly along said curve through a central angle of 90° 24' 30" an arc distance of 31.56 feet to a line parallel with and distant southerly 30.00 feet from the center line of Doris Drive; thence tangent to said curve south 89° 10' 10" west along said parallel line, 62.63 feet to the beginning of a tangent curve concave southwesterly having a radius of 20.00 feet; thence westerly, southwesterly and southerly along said curve through a central angle of 90° 00' 00" an arc distance of 31.42 feet to said easterly line of the land described in said deed to Contra Costa County; thence tangent to said curve south 0° 49' 50" west along said easterly line 96.97 feet to an angle point therein; thence south 3° 37' 46" west, 34.66 feet to the point of beginning.

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As further security for the indebtedness secured hereby, Trustor hereby assigns to Beneficiary during the continuance of these trusts the guaranteed rental accruing under the hereinafter described Lease, a memorandum of which was filed for record October 22, 1971, as Instrument No. 90732, in the Office of the County Recorder of Contra Costa County, California, and to which Lease this Deed of Trust is subject, which Assignment is immediately effective. Failure of Beneficiary at any time or from time to time to enforce this Assignment shall not in any manner prevent its subsequent enforcement said Beneficiary not being obligated to collect anything hereunder but being accountable only for sums actually collected.

The following is a brief description of the Lease affecting said property:

Date of Lease: March 29, 1971

Lessee: Standard Oil Company of California

Lease Modified July 29, 1971, memorandum of which was recorded October 22, 1971, under Recorder's Serial No. 90733, Contra Costa County Records.

Description of Property: The property in Contra Costa County, California hereinafore described.

END OF DOCUMENT

EXHIBIT 3

CLEANERS
LEASE

LEASE AGREEMENT

1. Parties.

This lease is entered into between NED ROBINSON, MARJORIE P. ROBINSON, PHILIP M. LEHRMAN and JANE A. LEHRMAN, as "Lessors" and MORRIS E. JORGENSEN and GENOISE M. JORGENSEN, as "Lessees".

2. Premises.

Lessors leases to Lessees and Lessees hire from Lessors, the following described premises, together with appurtenances, situated in the City of Pleasant Hill, County of Contra Costa, State of California.

3. Rental.

(a) Lessees shall pay to Lessors without deduction, set-off, prior notice or demand, as rental, the sum of Eleven Hundred and No/100 Dollars (\$1,100.00) per month in advance on the fifteenth day of each month in lawful money of the United States of America, commencing on the first day of September, 1981, and continuing throughout the balance of the term subject, however, to increases or decreased herein-after provided. Rent shall be paid to Lessors at 180 Grand Avenue, Suite 1400, Oakland, California 94612, or at such other place or places as Lessors may from time to time direct.

(b) The purchasing power of the United States dollar as of the date of commencement of the extended term hereinafter called the "base figure" shall be taken to be the "all items" index figure (1967=100) for the San Francisco area of the "Consumer Price Index" published by the Bureau of Labor Statistics of the United States Department of Labor for the period ending June 30, 1981. In the event that said "all items" index figure for any lease year during the term but subsequent to

the lease year 1981 shall be greater or less than the base figure by an amount equal or exceeding five percent (5%) the monthly rent payable under this extension of lease shall be increased or decreased by the nearest whole percentage of the increase above or decrease below said base figure. Said modified rental shall commence with the payment beginning on September first following the termination of the lease year upon which such increase or decrease is based.

4. Term.

The term of this lease shall be for a period of five (5) years commencing on the first day of September 1981 and ending on the 31st day of August 1986.

5. Use.

Lessees shall use the premises for a dry cleaning establishment and for no other purpose without the prior written consent of Lessors, which consent shall not be unreasonably withheld.

Lessees business shall be established and conducted throughout the term hereof in a first class manner. Lessees shall not use the premises for, or carry on or permit to be carried on any offensive, noisy or dangerous trade, business, manufacture or occupation nor permit any auction sale to be held or conducted on or about the premises. Lessees shall not do or suffer anything to be done upon the premises which will cause structural injury to the premises or the building of which the same form a part. Lessees shall not leave the premises unoccupied or vacant during the term. No musical instrument of any sort, or any noise making device will be operated or allowed upon the premises for the purpose of attracting trade or otherwise. Lessees shall not use or permit the use of the premises or any part thereof for any purpose which will increase the existing rate of insurance upon the building in which the

premises are located, or cause a cancellation of any insurance policy covering the building or any part thereof. If any act on the part of Lessees or use of the premises by Lessees shall cause, directly or indirectly, any increase of Lessors' insurance expense, said additional expense shall be paid by Lessees to Lessors upon demand. No such payment by Lessees shall limit Lessors in the exercise of any other rights or remedies, or constitute a waiver of Lessors' right to require Lessees to discontinue such act or use.

6. Utilities.

Lessees shall pay for all water, sewage, fuel, gas, oil, heat, electricity, power, telephone, janitorial, landscaping and all other materials and services which may be furnished to or used in or about said premises during the term of this lease.

7. Taxes.

Lessees shall pay when due all taxes levied against real and personal property and trade fixtures on or about the premises, including, but without prejudice to the generality of the foregoing, shelves, counters, vaults, vault doors, wall safes, partitions, fixtures, machinery, printing presses, plant equipment and atmospheric coolers, and if any such taxes on Lessees' personal property or trade fixtures are levied against Lessors or Lessors' property, and if Lessors pay the same, which Lessors shall have the right to do regardless of the validity of such levy, or if the assessed value of Lessors premises is increased by the inclusion therein of a value placed on such property of Lessees and if Lessors pay the taxes based on such increased assessment, which Lessors shall have the right to do, regardless of the validity thereof, Lessees, upon demand, as the case may be, shall repay to Lessors the taxes so levied against Lessors, of the proportion of such taxes resulting from such increase in the assessment.

8. Condition of Premises.

Lessees accept the premises as they are now and acknowledges that the premises are clean and orderly and in good condition and repair. Lessees shall, at Lessees sole cost and expense, maintain, repair and keep the interior and exterior of the premises and each and every part thereof and all appurtenances (including without limitation, sidewalks fronting thereon, wiring, plumbing, sewage system, heating and air cooling installations, all glazing in or bordering the premises and any store front), excluding only the roof, exterior walls, foundations and other structural portions of the premises, in good condition and repair during the term of this lease, damage thereto by fire, earthquake, act of God or the elements alone excepted. In the event Lessees should fail to make the repairs required of Lessees forthwith upon notice by Lessors, Lessors, in addition to all other remedies available hereunder or by law, and without waiving any alternative remedies, may make the same and Lessees agree to repay Lessors the cost as part of the rental payable as such on the next day upon which rent become due. Lessees waive all rights to make repairs at the expense of Lessors as provided for in any statute or law in effect at the time of execution of this lease or any amendment thereof or any other statute or law which may be hereafter enacted during the term of this lease and agrees upon the expiration of the term of this lease or sooner termination to surrender the premises in the same condition as received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone excepted. Lessors, after written notice of the necessity therefor, and should the same not be caused by Lessees or by reason of Lessees occupancy, shall make necessary repairs to the roof, exterior walls (excluding painting thereof and repair of glazing), foundations and other

structural portions of the premises, within a reasonable time. During the term of this lease Lessees, at their own cost and expense, shall make all repairs and replacements of whatever kind or nature, either to the exterior or to the interior of said premises rendered necessary by reason of any act or omission of Lessees or its agents, servants or employees.

9. Compliance with Laws.

Lessees shall not commit or permit to be committed any waste upon the premises, and shall not commit or permit to be committed any public or private nuisance, or any other act or thing prohibited by law or which may disturb the quiet enjoyment of any tenant or lessee in the building in which the premises are located. Lessees, at Lessees sole cost and expense, shall comply with all laws, ordinances, orders and regulations or all governmental authorities with respect to the use of the premises. The judgment of any court of competent jurisdiction or the admission of Lessees in any action or proceeding against Lessees, whether Lessors be a party thereto or not, that Lessees have violated any such law, ordinances, requirement or order in the use of the premises, shall be conclusive of that fact as between Lessors and Lessees.

10. Alterations.

Lessees shall not make or permit to be made any alterations of, changes in or additions to the premises without the prior written consent of Lessors. No work shall be commenced until Lessors shall have posted proper notices of nonresponsibility. All alterations, additions and improvements, including fixtures, made, to or on the premises, except unattached moveable business fixtures, shall be made at the sole cost and expense of Lessees and, upon completion, shall be the property of Lessors and shall become part of the premises and be surrendered to Lessors.

11. Liens.

Lessees shall keep the premises and building of which the premises are a part free and clear of any liens and shall indemnify, hold harmless and defend Lessor from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Lessees. In the event any lien is filed, Lessees shall do all acts necessary to discharge any lien within ten (10) days of filing, or if Lessees desire to contest any lien, then Lessees shall deposit with Lessors such security as Lessors shall demand to insure the payment of the lien claim. In the event Lessees shall fail to pay any lien claim when due or shall fail to deposit the security with Lessors, the Lessors shall have the right to expend all sums necessary to discharge the lien claim, and Lessees shall pay as additional rental, when the next rental payment is due, all sums expended by Lessors in discharging any lien, including attorneys' fees and costs.

12. Entry.

Lessors and Lessors agents may enter upon the premises at all reasonable times to inspect the same, to show to a prospective purchaser or lessee, or to make any changes or alterations or repairs, including the erection and maintenance of scaffolding, canopies and other structures as may be needed, which Lessors shall deem necessary for the protection, improvement or preservation of the premises or the building in which the premises are a part, or to make changes in the plumbing, wiring, meters or other equipment, fixtures or appurtenances of the building, or to post any notice provided for by law, or otherwise to protect any and all rights of Lessors without any liability to Lessees for damages or any abatement of rental. Nothing herein contained shall be construed to obligate Lessors

to make any changes, alterations or repairs. Lessees further agree that at any time after (60) days prior to the termination of this lease, Lessors may place thereon any usual or ordinary "To Let" or "To Lease" signs.

13. Assignment and Subletting.

(a) Lessees shall not assign or encumber this lease or any right or interest herein and Lessees shall not sublet the premises in whole or in part or permit any other person (the agents and servants of Lessees excepted) to occupy or use the premises, or any portion thereof, without the prior written consent of Lessors which such consent shall not unreasonably be withheld. Any such assignment, mortgage or subletting without such consent shall be void and shall, at the option of Lessors, be deemed a breach of this lease. No consent to any assignment or mortgage of this lease or any subletting of said premises, shall constitute a waiver or discharge of the provisions of this paragraph except as to the specific instance covered thereby.

(b) This lease and any interest herein shall not be assignable or transferable by operation of law, and in the event any proceeding under the Bankruptcy Act, or any amendment thereto, be commenced by or against Lessees (or should there be more than one, then any Lessees) or in the event Lessees (or should there be more than one, then any Lessees) be adjudged insolvent, or make an assignment for the benefit of creditors, or if a writ of attachment or execution be levied on the leasehold estate created hereby and be not released or satisfied within ten (10) days thereafter, or if a receiver be appointed in any proceeding or action to which Lessees are a party, with authority to take possession or control of the premises or the business conducted therein by Lessees, this lease at the option of Lessors shall terminate immediately and shall not be treated as an asset of Lessees after the exercise of the option.

Lessors shall have the right, after the exercise of said option, forthwith to reenter and to repossess the premises.

14. Indemnification.

Lessees shall hold harmless, indemnify and defend Lessors from all liability, penalties, losses, damages, costs, expenses, causes of action, claims and/or judgments arising by reason of any injury or death to any person or persons, or damage to the property of any person or persons, including without limitation, Lessees and Lessees servants, agents and employees, from any cause or causes whatsoever, including leakage, while in, upon or in any way connected with the premises, the building in which the premises are located, or its appurtenances, or the sidewalks adjacent thereto, during the term of this lease or any occupancy hereunder.

Lessees, as a material part of the consideration to be rendered to Lessors, hereby waives all claims against Lessors for damages to goods, wares and merchandise in, upon or about said premises and for injuries to Lessees, his agents, or third persons in or about said premises from any cause arising at any time, including, without limiting the generality of the foregoing, damages arising from acts or omissions of other tenants of the building of which the premises are a part and from the failure of either party to make repairs.

15. Insurance.

Lessees shall take out and maintain during the term of this lease, at Lessees expense, public liability and plate glass insurance in companies acceptable to Lessors to protect against any liability to the public, whether to persons or property, incident to the use of or resulting from an accident occurring in or about said premises, the sidewalks adjacent thereto and such other areas which Lessees, its officers, servants, agents, employees, contractors and invitees

shall have the right to use under the terms hereof during the term of this lease or any occupancy hereunder, in the amount of \$500,000.00 to indemnify against the claim of one person and \$1,000,000.00 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount of not less than \$100,000.00 per occurrence, naming Lessors as an additional named insured.

16. Waiver of Subrogation.

Lessors hereby releases Lessees, and Lessees hereby releases Lessors, and their respective officers, agents, employees and servants, from any and all claims or demands for damages, loss, expense or injury to the premises, or to the furnishings and fixtures and equipment, or inventory or other property of either Lessors or Lessees in, about or upon the premises, as the case may be, which is caused by or results from perils, events or happenings which are the subject of insurance carried by the respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby or the expense of such insurance is not thereby increased.

17. Default.

If Lessees shall fail to pay any part of the rent provided for herein or any other sum required to be paid by Lessees at the times or in the manner required, or if Lessees should abandon, vacate or surrender the premises or be dispossessed by any process of law, or if default shall occur in any of the other terms, covenants and conditions contained in this lease, Lessors, in addition to all other rights or remedies provided by law, shall have the right to reenter the premises immediately and to remove

all persons and property located therein, and to store said property in a public warehouse or elsewhere at the cost of and for the account of Lessees. Upon any such reentry, Lessors shall have the right to make any reasonable repairs, alterations or modification to the premises, which Lessors in its sole discretion deems reasonable and necessary. After any such entry, Lessors shall have the option to terminate this lease or without terminating this lease relet the premises at such rent and upon such conditions and for such a term, whether less than or greater than the unexpired portion of the term of this lease, as Lessors deem reasonable and necessary. Lessees shall pay to Lessors as soon as determined the reasonable costs and expenses incurred by Lessors in such reletting, including reasonable brokerage and legal fees and the reasonable costs and expenses incurred by Lessors in making repairs, alterations or modifications to the premises. All sums received by Lessors from such reletting shall be applied first to the payment of all costs incurred in said reletting, including but not limited to reasonable brokerage and legal fees, second, to the payment of the cost of any repairs, alterations or modifications to the premises, third, to the payment of any indebtedness of Lessees arising out of this lease other than rent due and owing, fourth, to the payment of any rent due and unpaid hereunder, and the balance, if any, shall be held by Lessors and applied in payment of future rent if such future rent may become due and payable. Should the amounts applied on rent during any month be less than the rent agreed to be paid during said month by Lessees, then Lessees shall pay the amount of such deficiency to Lessors. This deficiency shall be calculated and paid monthly. No such reentry or taking possession of the premises by Lessors shall be construed as an election on Lessors part to terminate this

lease, unless a written notice of Lessors intention to terminate this lease be delivered to Lessees. Notwithstanding any such reletting without termination, Lessors may at any time thereafter during the term of this lease elect to terminate this lease by virtue of such previous default by Lessees. In addition to any other remedy Lessors may have, whether any reletting has occurred or not, Lessors may elect to terminate this lease and recover from Lessees any damages incurred by reason of such default, including the costs of recovering the premises, a reasonable attorneys' fee and the then excess, if any, of the rent due pursuant to the provisions of this lease for the remainder of the term hereof over the then reasonable value of the premises for the balance of the stated term, which amount shall become immediately due and payable by Lessees to Lessors. In case of default, Lessors may recover the worth of the amount by which the unpaid rent for the balance of the term exceeds the amount of rental loss that could be reasonably avoided.

18. Costs of Suit.

Lessees agree that if Lessors are involuntarily made a party defendant to any litigation concerning this lease or the demised premises or premises of which the demised premises are a part by reason of any act or omission of Lessees and not because of any act or omission of Lessors, then Lessees shall hold harmless the Lessors from all liability by reason thereof, including reasonable attorneys' fees incurred by Lessors in such litigation and all taxable court costs. If legal action shall be brought by either of the parties hereto for the unlawful detainer of the premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any term, covenant or provision hereof, the party prevailing in said action (Lessors or Lessees as the case

may be) shall be entitled to recover from the party not prevailing costs of suit and a reasonable attorneys' fee which shall be fixed by the Judge of the Court.

19. Destruction; Renewal.

In the event of damage or destruction of the premises during the term of this lease from fire, earthquake, act of God or the elements, Lessors shall forthwith repair the same, provided such repairs can be made within sixty (60) days under the laws and regulations of State, Federal, County or Municipal authorities, but such destruction shall in no way annul or void this lease, except that Lessees shall be entitled to a proportionate deduction of the monthly rental while such repairs are being made, such proportionate deduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Lessees in said premises. If such repairs cannot be made in sixty (60) days, Lessors may, at its option, make same within a reasonable time, in which event, this lease shall continue in full force and effect and the monthly rental shall be proportionately abated as aforesaid in this paragraph provided. In the event that Lessors do not so elect to make such repairs which cannot be made in sixty (60) days, or such repairs cannot be made under the laws and regulations, this lease may be terminated at the option of either party.

In respect to any damage or destruction which Lessors are obligated to repair or may elect to repair under the terms of this paragraph, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California are waived by Lessees. In the event that the building in which the premises may be situated be damaged or destroyed to the extent of not less than 33-1/3% of the replacement cost thereof, Lessors may

elect to terminate this lease, whether the premises be injured or not.

20. Condemnation.

If any part of the premises or of the building of which the same are a part (even though no part of the premises be taken) be condemned for a public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement in connection with such public or quasi-public use, this lease, as to the part so taken, shall terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that Lessees shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining after condemnation bears to the value of the entire premises at the date of condemnation; but in either such event Lessors shall have the option to terminate this lease as of the date when title to the part so condemned vests in the condemnor.

All compensation awarded upon such condemnation or taking shall belong and be paid to Lessors and Lessees shall have no claim thereto, and Lessees hereby irrevocably assigns and transfers to Lessors any right to compensation or damages to which Lessees may become entitled during the term hereof by reason of the condemnation of all or a part of the premises.

21. Arbitration.

Any question, dispute, or controversy arising under the provisions of this lease, at the option of Lessors, shall be determined by arbitration. Such arbitration shall be conducted pursuant to the provisions of the laws of the State of California then in force, with the rules of procedure to be those of the American Arbitration Association or its successor insofar as said rules of procedure do not

conflict with the laws of the State of California then in force. Any award entered as a result of arbitration shall be entered as a judgment, with the costs of arbitration to be paid as ordered by the arbitrator.

22. Holding Over.

Any holding over after the expiration of the term of this lease by Lessees shall be deemed to be a tenancy from month to month and except for the term thereof shall be on the same terms and conditions specified herein, so far as are applicable.

23. Sale of Premises.

In the event of a sale or conveyance by Lessors or Lessors interest in the premises or the building containing the premises, Lessors shall be released from any future liability under this lease, with the successor in interest to Lessors to be solely liable to Lessees.

24. Subordination and Estoppel Certificate.

This lease is and shall be subordinate to any mortgage, deed of trust or other instrument of security which have been or shall be placed on the land and building or land or building of which the premises for a part, and such subordination is hereby made effective without any further act by Lessees. Lessees agree that at any time or from time to time, upon request by Lessors to execute and deliver any instruments, releases or other documents that may be required in connection with subjecting and subordinating this lease to the lien of said mortgage, deed of trust or other instrument of security. Lessees hereby appoints Lessors as Lessees attorney-in-fact, irrevocably, to execute and deliver any such instruments. Lessees shall execute, acknowledge and deliver to Lessors, at any time within ten (10) days after request by Lessors, a statement in writing certifying, if

such be the case, that this lease is unmodified and in full force and effect (or if there have been modifications, that this lease is in full force and effect as modified), the date of commencement of the lease, the date on which the rent has been paid, and such other information as Lessors shall reasonably request. Such statement by Lessees shall be used by Lessors for delivery to and reliance upon by prospective purchasers and lenders whose security consists of liens upon the building and the real property of which the premises are a part.

25. Signs.

Lessees reserve the right to the use of the exterior walls and the roof of the premises and of the building of which the premises are a part.

26. Notice.

All notices or demands of any kind required or desired to be given by Lessors or Lessees hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, postage prepaid, addressed to Lessees at the address of the premises, whether or not Lessees have departed therefrom, abandoned or vacated the premises, and as to Lessors, at the address designated after the name of Lessors at the end of this lease, or such other address as shall be designated by either party in compliance with the provisions of this paragraph.

27. Waiver.

No covenant, term or condition or breach thereof shall be deemed waived, except by written consent of Lessors, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term

or condition. Acceptance of all or any portion of rent at any time shall not be deemed to be a waiver of any covenant, term or condition except as to the rent payment accepted.

28. Miscellaneous.

All the agreements herein contained upon the part of Lessees, whether technically covenants or conditions, shall be deemed conditions for the purpose hereto, conferring upon Lessors, in the event of breach of any of said agreements, the right to terminate this lease.

The captions of the paragraphs contained in this lease are for convenience only and shall not be deemed in resolving any question of interpretation or construction of any paragraph of this lease to be relevant. All of the terms, covenants and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors and administrators, successors and assigns, except that nothing in this provision shall be deemed to permit any assignment, subletting or use of the premises other than as provided for herein. This lease shall be governed and interpreted solely by the laws of the State of California then in force. Each number, singular or plural, as used in this lease shall include all numbers, and each gender shall be deemed to include all genders. Time is of the essence of this lease and each and every provision hereof, except as to the the conditions relating to the delivery of possession of the premises to Lessees. All the terms, covenants and conditions contained in this lease to be performed by Lessees, if Lessees shall consist or more than one person or organization, shall be deemed to be joint and several, and all rights

and remedies granted to Lessors be given to Lessors by law shall be cumulative and nonexclusive of any other remedy.

DATED: _____

Morris E. Jorgenson Ned Robinson
Morris E. Jorgenson Ned Robinson

Genevieve M. Jorgenson Marjorie P. Robinson
Genevieve M. Jorgenson Marjorie P. Robinson

LESSEES

Philip M. Lehrman

Jane A. Lehrman

LESSORS

EXHIBIT 4

December 20, 2013
Regional Board letter

San Francisco Bay Regional Water Quality Control Board

December 20, 2013
File No. 07-0437; 07S0204 (KEB)

Chevron U.S.A. Inc. (Chevron)
c/o Chevron Environmental Management Company
Attn.: Brian A. Waite; BWaite@chevron.com
6101 Bollinger Canyon Road
San Ramon, CA 94583-5186

SUBJECT: Requirement to Submit a Technical Report - Chevron Service Station #9-2050 and Former Dry Cleaner, 1705 Contra Costa Boulevard, APN 150-103-016, Pleasant Hill, Contra Costa County

Dear Mr. Waite:

This letter requires Chevron to submit environmental data for the subject property, including any soil, soil vapor, and groundwater data; including all forensic-related laboratory data and analysis that has not been submitted to the Regional Water Board. We also require the submittal of information related to the 1971-1972 and 1986-1988 site reconstruction activities.

Forensic Sampling and Analysis

In December 2011, during a soil, soil vapor, and groundwater investigation conducted by Conestoga-Rovers & Associates (CRA), ARCADIS U.S., Inc. (ARCADIS), collected groundwater samples from multiple off-site cone penetration test (CPT) borings and off-site monitoring wells for laboratory forensic analysis. On December 13, 2011, the Regional Water Board made a site visit during the sampling activities and observed the collection of “split” groundwater samples from several CPT borings by both CRA and ARCADIS. On December 13, 2011, we also observed the sampling of on-site soil vapor probe VP-1 by CRA. Based on field conversations with the two environmental consultants, the Regional Water Board understood that “split” soil vapor samples were going to be collected for forensic analysis. We have not received any data from the ARCADIS “split” sample.

Although six CPT borings (CPT-11 through CPT-16) were advanced on 1705 Contra Costa Boulevard by CRA in December 2011, and groundwater samples were collected for standard laboratory analysis, we do not know if additional groundwater samples were collected from these borings for forensic analysis.

Post-1970 Construction Activities at 1705 Contra Costa Boulevard

Major renovations of the property took place in 1971-1972 and again in 1986-1988. These activities included several tank removal and replacement projects (including new tank pit

location), replacement of associated piping, and building demolition (including an auto repair facility). A first-generation steel waste oil UST was also installed near the southeast corner of the new service station building.

Chevron reportedly completed the purchase of 1705 Contra Costa Boulevard and 1709 Contra Costa Boulevard in late 1986. In late 1987, Chevron applied for permits to demolish the automotive repair building, remove the fiberglass waste oil UST and associated piping, and construct a new mini-market and a car wash. Based on a review of building permits and aerial photographs, the dry cleaner was still present in 1987, after Chevron purchased the two parcels (which means it was likely demolished as part of the station upgrade project). The location of the former dry cleaning equipment is unknown to the Regional Water Board.

There has been a confirmed release of chlorinated solvents, including perchloroethylene (PCE), to soil and groundwater at this site. Evidence points to a release from a former waste oil UST(s), associated with a former on-site automotive service station, as a source of the PCE contamination. However, dry cleaners also used PCE in their cleaning activities. **We do not have any specific information to confirm PCE use at the former dry cleaner.** We also do not know the fate of the dry cleaning equipment directly before or after Chevron's purchase of the property. Therefore, historic information about the previous dry cleaning operations is necessary to better identify the source(s) of the PCE release (i.e., leaking machinery, leaking sanitary sewer lateral, etc.), and to also name responsible parties and apportion tasks to those parties in an upcoming Site Cleanup Requirement (SCR) order.

Requirement for Technical Report

Chevron is hereby required to submit the following information:

- All environmental data that has not been previously submitted to the Regional Water Board including, but not limited to, all forensic-related groundwater and soil vapor data and associated laboratory reports;
- All engineering and architectural plans, topographic surveys, and other drawings prepared for the 1971-1972 and 1986-1988 construction projects (e.g., plans by Robert H. Lee & Associates, Inc., Chevron's architect for station rebuilds), in particular plans that depict the locations of:
 - the former dry cleaner at 1709 Contra Costa Boulevard;
 - the former dry cleaning equipment at 1709 Contra Costa Boulevard;
 - the former property lines for both 1705 and 1709 Contra Costa Boulevard;
 - the former waste oil USTs associated with the Chevron service station property; and,
 - the former and existing sanitary sewer lines on both 1705 and 1709 Contra Costa Boulevard.

A technical report presenting the above information is due in our office by January 17, 2014.

This requirement for a report is made pursuant to Water Code Section 13267, which allows the Regional Water Board to require technical or monitoring program reports from any person who has discharged, discharges, proposes to discharge, or is suspected of discharging waste that could affect

water quality. The attachment provides additional information about Section 13267 requirements. Any extension to the above deadline must be confirmed in writing by Regional Water Board staff.

Please submit all documents in electronic format to the State Water Resources Control Board's Geotracker database. Guidance for electronic information submittal is available at http://www.waterboards.ca.gov/cwphome/ust/cleanup/electronic_reporting/index.html. All reports submitted should have the Regional Board file numbers 07-0437; 07S0204 on the first page of the report. Copies of all reports and other correspondence should be sent to the Contra Costa County Health Services Department (CCCHSD) in Martinez.

If you have any questions, please contact Kevin Brown of my staff at (510) 622-2358 or via e-mail at kebrown@waterboards.ca.gov.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Hill" with a small "for" written below it.

Digitally signed by Stephen Hill
Date: 2013.12.20 08:44:26
-08'00'

Bruce H. Wolfe
Executive Officer

Enclosure: Fact Sheet – Requirements For Submitting Technical Reports Under Section 13267
of the California Water Code

cc: mailing list

Mailing List

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San Francisco Bay Regional Water Quality Control Board

Fact Sheet – Requirements for Submitting Technical Reports under Section 13267 of the California Water Code

What does it mean when the Regional Water Board requires a technical report?

Section 13267¹ of the California Water Code provides that "...the regional board may require that any person who has discharged, discharges, or who is suspected of having discharged or discharging, or who proposes to discharge waste...that could affect the quality of waters...shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires."

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The requirement for a technical report is a tool the Regional Water Board uses to investigate water quality issues or problems. The information provided can be used by the Regional Water Board to clarify whether a given party has responsibility.

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A time extension may be given for good cause. Your request should be promptly submitted in writing, giving reasons.

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Depending on the situation, the Regional Water Board can impose a fine of up to \$5,000 per day, and a court can impose fines of up to \$25,000 per day as well as criminal penalties. A person who submits false information or fails to comply with a requirement to submit a technical report may be found guilty of a misdemeanor. For some reports, submission of false information may be a felony.

Do I have to use a consultant or attorney to comply?

There is no legal requirement for this, but as a practical matter, in most cases the specialized nature of the information required makes use of a consultant and/or attorney advisable.

What if I disagree with the 13267 requirements and the Regional Water Board staff will not change the requirement and/or date to comply?

You may ask that the Regional Water Board reconsider the requirement, and/or submit a petition to the State Water Resources Control Board. See California Water Code sections 13320 and 13321 for details. A request for reconsideration to the Regional Water Board does not affect the 30-day deadline within which to file a petition to the State Water Resources Control Board.

If I have more questions, whom do I ask?

Requirements for technical reports include the name, telephone number, and email address of the Regional Water Board staff contact.

Revised May 2012

¹ All code sections referenced herein can be found by going to www.leginfo.ca.gov.

March 5, 2014
Regional Board letter

San Francisco Bay Regional Water Quality Control Board

March 5, 2014
File Nos. 07-0437, 07S0204 (KEB)

Chevron U.S.A Inc. – Chevron Law Department
Attn.: A. Todd Littleworth
6001 Bollinger Canyon Road
San Ramon, CA 94583

Sent via email: TLittleworth@chevron.com

**SUBJECT: Requirement to Submit a Technical Report - Chevron Service Station
#9-6817 and Former Dry Cleaner, 1705 Contra Costa Boulevard,
APN 150-103-016, Pleasant Hill, Contra Costa County**

Dear Mr. Littleworth:

This letter requires Chevron U.S.A Inc. (Chevron) to submit environmental data for the subject property, and a technical report is due in our office by April 7, 2014. This requirement to submit a technical report is separate from the upcoming issuance of a Site Cleanup Requirements order for the site.

Your January 31, 2014, letter requested copies of building permits and aerial photographs showing that the dry cleaner was still present at the site in 1987. This information has been uploaded to GeoTracker. We gathered the above-referenced information from public agencies and an Internet search after your last PRA request of December 6, 2013, which is why they were not previously produced. This detail was discussed with Chevron's environmental consultant, CRA, during a telephone conversation on January 15, 2014. Please advise whether you also desire hard copies, and we will have our custodian of records send them to you with an invoice.

We respectfully disagree with your conclusion that there is no evidence of a dry cleaner on the 1709 Contra Costa Boulevard property after December 31, 1986. A 1987 aerial photograph (taken between June and September 1987) clearly shows a building within the southern portion of the property; the building is likely the former dry cleaner, and the location is consistent with site plans and related information recently provided by Chevron. A December 1, 1987, "Application for Permit" from the City of Pleasant Hill Building Department to a Chevron contractor states "DEMOLITION OF CHEVRON STATION & DRY CLEANERS FOR NEW CARWASH/MINI MART." The permit indicates the dry cleaner building was still on the property for nearly a year after Chevron purchased the 1705 and 1709 Contra Costa Boulevard parcels. If you have documents that indicate otherwise, please forward that information to us.

Your letter also requests evidence of a release of tetrachloroethylene (PCE) from former waste oil USTs at the site (we also believe TCE was released from a former steel waste oil UST). That evidence includes, but is not limited to, the following:

- In January 1988, following the exhumation of a relatively new fiberglass waste oil UST by Chevron, the chlorinated solvents PCE and TCE, and several petroleum-related constituents, were detected in soil samples collected within the tank pit at a depth of 10 feet (two feet below the bottom of the fiberglass UST). The fiberglass UST was installed in 1986 by Chevron as a replacement for a former steel waste oil UST (which had been installed in 1972 on the original dry cleaner parcel by Chevron). The available soil data, and notes and photos of the steel UST documenting its condition after it was removed, indicates the former steel tank was a “leaker.”
- A May 24, 1988, report from EA Engineering, Science, and Technology, Inc. (EA) to Chevron U.S.A. Inc. states “Since tetrachloroethylene (PCE) is the predominant solvent used in dry cleaning in the United States, there is a high probability that PCE was stored at the site while the dry cleaner existed. PCE is used as a metal cleaning solvent, may also have gotten into the waste oil tank, which although it is more probable that the tank had trichloroethylene (TCE), since this is the major chlorinated solvent used in metal cleaning.”
- In 1988, numerous soil vapor samples were collected on- and off-site by EA, and the highest concentrations of PCE and TCE were detected in a vapor sample collected within the pit where the former steel waste oil UST was located.
- A February 3, 1989, EA report to Chevron states “In general, the levels of PCE were approximately 10 times as high as those found for TCE. The survey indicated high levels of chlorinated hydrocarbons in the southern area of the site, in the vicinity of the former waste oil tank.”
- The February 3, 1989, EA report contains this conclusion:
 - *The chlorinated hydrocarbons detected at the Pleasant Hill site are tetrachloroethylene (PCE), trichloroethylene (TCE), cis-1,2-dichloroethylene (DCE), trans-1,2-dichloroethylene (also DCE), vinyl chloride (VC), chloromethane, methylene chloride, chloroform, and 1,2-dichloroethane. There are two suspected sources of these compounds at the site: the former dry cleaner and the former waste oil tank. PCE is the major dry cleaning solvent used in the United States (Reich 1979). TCE is only rarely used in dry cleaning but is frequently used in metal degreasing (Schneberger 1979; Kimbrough et al. 1985).*
- A groundwater pump and treat remediation system, operated by Chevron for about five years as an interim measure to mitigate high concentrations of on-site chlorinated solvents and petroleum hydrocarbons in shallow groundwater beneath the property, mainly utilized monitoring well EA-2, a well installed directly adjacent to the former steel waste oil tank. A 1989 report stated “Well EA-2 was installed near SVCA point V10 (the location of the former waste oil tanks), the point of highest chlorinated hydrocarbons in the soil gas.”

- On May 12, 2003, PCE and TCE were detected in a groundwater sample from monitoring well EA-2 at very high concentrations (3,100 µg/L and 3,600 µg/L, respectively).
- On December 7, 2011, a soil sample collected at a depth of five feet from vapor probe boring VP-1, a boring advanced adjacent to the former waste oil UST, contained PCE and TCE at 1.2 mg/kg and 1.4 mg/kg, respectively.
- On December 20, 2011, a soil sample collected at a depth of 9.5 feet from boring CPT-13, advanced adjacent to/within the former waste oil tank pit, contained PCE at 0.34 mg/kg and TCE at 0.21 mg/kg.
- Soil vapor samples collected on December 13, 2011, from VP-1 contained PCE and TCE at 2,500,000 µg/m³ and 2,100,000 µg/m³, respectively.

There is little doubt a dry cleaner once operated on the southern part of the property. According to telephone books reviewed at the Pleasant Hill Public Library, a dry cleaning business operated on the former 1709 Contra Costa Blvd. property from at least 1962 through 1984. A permit from the City of Pleasant Hill Building Department, dated August 17, 1971, describes proposed construction activities at 1709 Contra Costa Blvd. to consist of “REMODEL DRY CLEANERS.” (The renovation of the dry cleaner coincided with a major rebuilding of the Standard Oil service station site at 1705 Contra Costa Blvd.). The telephone book records and building permit are available in GeoTracker.

An undated “LEASE AGREEMENT” (previously provided to the Regional Water Board by Chevron on October 26, 2011), reportedly covering the dry cleaner parcel and covering a five year time period between September 1, 1981, and August 31, 1986, states “Lessees shall use the premises for a dry cleaning establishment ...” The lease agreement contains the names of prior property owners, Ned and Marjorie P. Robinson and Philip M. Lehrman and Jane A. Lehrman, and a previous operators of the dry cleaner, Morris E. Jorgenson and Genoise M. Jorgenson.

In that same vein, please provide our office with the December 1, 1986, *Land Status* document (see Page 5 of Chevron’s June 18, 2009, *Technical Report on Site History*). The document, which purports to contain information that all dry cleaner-related equipment had been removed by the Jorgensons before December 1, 1986, has not been furnished to the Regional Water Board. (We have also not received previously-requested isoconcentration maps that were referenced in a report from Terradex).

We have located no documents, such as hazardous waste manifests or permits, to indicate PCE was used at the former dry cleaner; it most likely was used in dry cleaning activities, but again we have no specific documentation. If Chevron has specific records showing PCE was used at the former dry cleaner, please provide that information to us.

Requirement for Technical Report

Chevron is hereby required to submit a technical report containing the following information by April 7, 2014:

- The December 1, 1986, *Land Status* document;

- The isoconcentration maps referenced by Terradex, Inc. in their October 13, 2004, report, *Closure Request – Supplemental Information*; and
- Any information to show that PCE was specifically used at the former dry cleaner parcel.

This requirement for a report is made pursuant to Water Code Section 13267, which allows the Regional Water Board to require technical or monitoring program reports from any person who has discharged, discharges, proposes to discharge, or is suspected of discharging waste that could affect water quality. The attachment provides additional information about Section 13267 requirements. Any extension to the above deadline must be confirmed in writing by Regional Water Board staff.

Please submit all documents in electronic format to the State Water Resources Control Board's Geotracker database. Guidance for electronic information submittal is available at http://www.waterboards.ca.gov/cwphome/ust/cleanup/electronic_reporting/index.html. All reports submitted should have the Regional Board file numbers 07-0437 and 07S0204 on the first page of the report. Copies of all reports and other correspondence should be sent to the Contra Costa County Health Services Department (CCCHSD) in Martinez.

If you have any questions, please contact Kevin Brown of my staff at (510) 622-2358 or via e-mail at KEBrown@waterboards.ca.gov.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Hill" with a small "for" written below it.

Digitally signed by Stephen Hill
Date: 2014.03.05 12:55:09
-08'00'

Bruce H. Wolfe
Executive Officer

Attach: Fact Sheet – Requirements For Submitting Technical Reports Under Section 13267
of the California Water Code

cc: Mailing List

Mailing List

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Pleasant Hill, CA 94523
JCatalano@ci.pleasant-hill.ca.us

San Francisco Bay Regional Water Quality Control Board

Fact Sheet – Requirements for Submitting Technical Reports under Section 13267 of the California Water Code

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