

**HAYWARD SUCCESSOR AGENCY OVERSIGHT BOARD
SPECIAL MEETING
OCTOBER 18, 2013
777 B STREET
CONFERENCE ROOM 2A
3:00 PM**

**CLOSED SESSION
Conference Room 2A – 3:00 PM**

1. PUBLIC COMMENTS

2. Conference with Legal Counsel
Pursuant to Government Code 54956.9
 - Anticipated Litigation (One Case)
 3. Adjourn to Hayward Successor Agency Oversight Board Special Meeting
-

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CLOSED SESSION ANNOUNCEMENT

PUBLIC COMMENTS: *(The Public Comment section provides an opportunity to address the Oversight Board on items not listed on the agenda. The Board welcomes your comments and requests that speakers present their remarks in a respectful manner, within established time limits, and focus on issues which directly affect the Board or are within the jurisdiction of the Board. As the Board is prohibited by State law from discussing items not listed on the agenda, your item will be taken under consideration and may be referred to staff.)*

**HAYWARD SUCCESSOR AGENCY OVERSIGHT BOARD SPECIAL MEETING
Conference Room 2A**

1. Approval of Minutes from September 12, 2013
2. Approval of a Single Asset Long Range Property Management Plan for the Residual Burbank School Site Located at 353 B Street
Staff Report and Attachments
3. Future Meeting Dates and Agenda Items

BOARD MEMBER/STAFF ANNOUNCEMENTS AND REFERRALS

ADJOURNMENT

NEXT MEETING – TO BE DETERMINED

Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans Disabilities Act of 1990. Interested persons must request the accommodation at least 48 hours in advance of the meeting by contacting the Assistant City Manager at (510) 583-4300 or TDD (510) 247-3340.



**HAYWARD SUCCESSOR AGENCY
OVERSIGHT BOARD
September 12, 2013**

SUMMARY NOTES

BOARD MEMBERS PRESENT: Michael Sweeney, Jesus Armas, Paul Hodges, Olden Henson, Stacey Bristow, Mark Salinas

BOARD MEMBERS ABSENT: Richard Valle

STAFF: Kelly McAdoo, Assistant City Manager; Maureen Conneely, Assistant City Attorney; Mary Thomas, Analyst I

PUBLIC: Rafael Yaquian, Goldfarb Lipman Attorneys; Richard Weinstein, Property Owner; Ben Weinstein

Call Meeting to Order: Meeting called to order at 3:37 P.M.

Public Comments: There were no Public Comments.

Closed Session: There were no reportable actions taken

Roll Call: Board members signed in and those in attendance introduced themselves.

Pledge of Allegiance: Those in attendance cited the Pledge of Allegiance, led by Jesus Armas.

Public Comments: There were no Public Comments.

1. Approval of Minutes from May 20, 2013 Meeting:

Moved/ Seconded (Armas/ Hodges) **APPROVED** by unanimous consensus.

2. Reconsideration of the Approval of Subordination of Foothill Façade Loan for RLW, LLC (Richard Weinstein)

Assistant City Manager Kelly McAdoo explained that earlier in June the Oversight Board considered the subordination of Richard Weinstein's façade loan for his property on Foothill Blvd. He would like to refinance to take advantage of lower interest rates. At the time, the Board had concerns about the loan to value ratio because Mr. Weinstein was requesting an increase in the loan amount and there was not a current appraisal of the property. The Board also wanted to know what the purpose was for the loan proceeds. In June, the Board took action to approve the subordination to the loan without approving subordinating to the additional amount.

Ms. McAdoo explained that staff is bringing the item to the Board to reconsider the subordination and would recommend it based on the appraisal value of the property which is currently between twelve and thirteen million dollars.

Board Member Armas asked for clarification that the area of disagreement is the subordination to seven million versus eight million. Ms. McAdoo confirmed this.

Mayor Sweeney opened the hearing and Mr. Weinstein explained that the additional money will go back into the property. He explained that the money will go into façade improvements and make the city a better place. Mr. Weinstein said that he expects to have the façade improvements done by spring depending on when the loan is approved.

Board Member Armas asked Mr. Weinstein if he could get a commitment that the improvements would be done by June 1, 2014. Ms. McAdoo explained that the Department of Finance (DOF) will have 40 days to review the subordination if the Board approves it.

Board Member Henson asked Mr. Weinstein why he is expecting to lose one of the larger tenants. Mr. Weinstein explained that the tenant, in addition to others, are weak and might leave. Board Member Henson asked for confirmation that the additional funds for this loan will go to improvements to the property. Mr. Weinstein confirmed.

Ms. McAdoo explained that staff does not feel that the subordination to the new first loan presents a substantial risk because of the value of the property.

Mayor Sweeney closed the hearing.

Motion/Seconded (Armas/Henson) **APPROVED** by unanimous consensus for reconsideration of the subordination.

Motion/Seconded (Armas/Henson) Resolution **APPROVED** by unanimous consensus with the condition that the work be completed by June 1, 2014.

3. Approval of Recognized Obligation Payment Schedule (ROPS) and Successor Agency Administrative Budget for the Period January through June 2014:

Ms. McAdoo explained that DOF has changed the ROPS format again and reviewed the attachments. The request is for 3.932 million in RPTTF funding for this period. The ROPS detail page is similar to previous ROPS. The line items with strikethroughs will be removed from future ROPS.

Ms. McAdoo explained the new items on page two of the ROPS, which include the administrative fees for Bonds, project management costs for the South Hayward BART project, \$20,000 in staff costs on the South Hayward BART project, the Tennyson Preservation Maintenance Agreement, and pressure washing for Cinema Place.

Ms. McAdoo explained the new spreadsheet, which is the fund balance spreadsheet and took questions. Board Member Armas asked about the fund balance sheet if line 11 is the amount that will be remitted to the taxing entities. Ms. McAdoo confirmed.

Motion/Seconded (Henson/Hodges and Salinas) Resolution **APPROVED** by unanimous consensus.

4. Update on the Due Diligence Review (DDR) for All Other Former Redevelopment Agency Funds

Ms. McAdoo explained that this was the subject of the closed session, but as an update the Successor Agency finished its Meet and Confer session with DOF a couple of weeks ago and sent additional documentation. DOF was due to issue a letter in the next couple of days.

Board Member Jesus asked about the next steps with DOF. Ms. McAdoo explained that the DDR needs to be approved before the Successor Agency will get a Finding of Completion and can take action on properties.

5. Future Meeting Dates and Agenda Items:

Ms. McAdoo recommended a meeting in October. Mayor Sweeney concurred.

Board Member/Staff Announcements and Referrals:

Board Member Armas announced his resignation.

Adjournment: The meeting adjourned at 4:30 P.M.

DATE: October 18, 2013

TO: Chair and Members of Successor Agency Oversight Board

FROM: Assistant City Manager

SUBJECT: Approval of a Single Asset Long Range Property Management Plan for the Residual Burbank School Site Located at 353 B Street

RECOMMENDATION

That the Oversight Board approves a resolution adopting a Single Asset Long Range Property Management Plan for the Burbank Residual School Site consistent with prior actions approving this transaction.

BACKGROUND

The California State Legislature enacted Assembly Bill x1 26 (the “Dissolution Act”) to dissolve redevelopment agencies formed under the Community Redevelopment Law in June of 2011. The California Supreme Court in its decision in *California Redevelopment Association v. Matosantos*, issued December 29, 2011, declared the Dissolution Act to be constitutional. Under the Dissolution Act, all California redevelopment agencies were dissolved effective February 1, 2012, and various actions are now required by successor agencies to unwind the affairs of all former redevelopment agencies.

On June 27, 2012, as part of the state budget package, the California legislature passed AB 1484. The main objective of AB 1484 was to amend the Dissolution Act based on experience in implementing the Dissolution Act at the state and local level during early 2012. AB 1484 imposes significant new obligations on the successor agencies and oversight boards of dissolving redevelopment agencies, which staff has been implementing over the past year.

One of the requirements required by AB 1484 is for the Successor Agency to submit a Long Range Property Management Plan (LRPMP) for approval to the Oversight Board and the Department of Finance (DOF). The Long Range Property Management Plan provides an inventory of all real properties of the former Hayward Redevelopment Agency (RDA), except housing assets, which were transferred to the Hayward Housing Authority. The Plan also details a long-range strategic plan that will govern the disposition of all properties.

The Agency must submit the LRPMP within six months after receiving a Finding of Completion from DOF as required under Health and Safety Code Section 34179.7. The DOF will issue a finding of completion to the Agency once each Due Diligence Review (DDR) has been completed and approved by DOF and all unencumbered balances identified in the DDR to be

available for distribution to other taxing entities have been paid by the Agency to the County Auditor-Controller. The Hayward Successor Agency has completed both DDRs (the Agency was exempt from making a payment under Health and Safety Code Section 34183.5, making payments under that Section is also a precondition for the issuance of a finding of completion). The DDR for the dissolved RDA's low and moderate income housing fund has been approved by DOF and the unencumbered fund balance identified in the housing fund DDR to be available for distribution to other taxing entities has been remitted to the County Auditor-Controller. The Agency has completed the meet and confer process on the all other funds and assets DDR and anticipates remitting payment of the remaining unencumbered fund balance identified in the other funds and asset DDR for distribution to other taxing entities immediately following this meeting. Upon remitting this payment, staff anticipates receiving a Finding of Completion relatively quickly.

In anticipation of receipt of a finding of completion, staff is recommending that the Oversight Board approve a Single Asset LRPMP to expedite the DOF's review and approval of the liquidation of the Residual Burbank Site for the reasons provided below. Staff intends to prepare and submit for the Oversight Board's approval a comprehensive Long Range Property Management Plan to address the disposition of additional properties previously owned by the former RDA. Other Successor Agencies have prepared and received approval for single asset LRPMPs in instances where certain real estate transactions needed to be expedited and separated from the approval of a LRPMP that covers all former Redevelopment Agency properties.

Since 2010, the former Redevelopment Agency has been negotiating with Urban Dynamic for the sale of the Residual Burbank Site, located at 353 B Street, for future residential development. The City Council, on June 28, 2011, approved the sale of the Residual Burbank School site to Urban Dynamic pursuant to the terms outlined in the staff report presented to the City Council¹ and also approved the requisite land use entitlements that would allow the property to be developed with 57 single family homes. On March 20, 2012, the City Council approved the assignment of the Residual Burbank School site to KB Home, and also approved the purchase price of \$3,600,000. The parties intended that the assignment would occur upon the close of escrow by Urban Dynamic, which is scheduled to occur when environmental remediation of the site is complete and following review and approval of the transaction by the Department of Finance. The Oversight Board approved the Purchase and Sale Agreement along with the assignment to KB Home at the August 23, 2012 meeting.

This transaction has undergone comprehensive review and analysis and the developer is ready to begin construction on the project. Representatives of Urban Dynamic have notified the Successor Agency that further delays in the transfer of the property will result in the loss of essential private financing for the project.

DISCUSSION

¹ June 28, 2011 Staff Report (Items 13 and 14 beginning on page 213): <http://www.hayward-ca.gov/CITY-GOVERNMENT/CITY-COUNCILMEETINGS/2012/CCA11PDF/cca06281full.pdf>

Staff anticipates receiving a Finding of Completion shortly following the remittance by the Agency of the unencumbered fund balances identified in the other funds DDR as being available for distribution to other taxing entities. As such, staff is requesting that the Oversight Board consider approval of a single asset LRPMP for the Burbank Residual Site transaction. This transaction has undergone comprehensive review and analysis and the developer is ready to begin construction on the project. In order to avoid further delays in the completion of this transaction and the remittance of the property sale proceeds to the taxing entities (totaling \$3.6 million), staff recommends that the Oversight Board approve the single asset LRPMP for the Burbank Site and submit the single asset LRPMP to the DOF for approval. This would occur before the Oversight Board considers the disposition of the other properties previously owned by the RDA through subsequent actions.

Attachment II presents the details of the Burbank Residual site property in the requested DOF LRPMP format. The designated use of this property is for liquidation to a private developer consistent with the previously negotiated Purchase and Sale Agreement for the development of 57 single family homes. The negotiated purchase price is \$3.6 million, which will be distributed to the taxing entities through the County Auditor-Controller upon close of escrow. The LRPMP includes the following information:

- The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.
- The purpose for which the property was acquired.
- Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.
- An estimate of the current value of the parcel including, if available, any appraisal information.
- An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.
- The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.
- A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.
- A brief history of previous development proposals and activity, including the rental or lease of property.

Substantial supporting documentation for the transaction, including planning entitlement approvals, environmental clearances, and others, was made available in hard copy at the City Clerk's Office and on the Successor Agency's website (<http://www.hayward-ca.gov/CITY-GOVERNMENT/ALAMEDA-COUNTY-AGENCIES-&-OTHER-ORGANIZATIONS/hsaob.shtm>) prior to the meeting. This documentation will be submitted to the DOF along with the LRPMP for review and approval. Attachment III shows an aerial photo and parcel boundary for the property. This transaction and the development of this property has previously undergone the appropriate environmental review under the California Environmental Quality Act and the approval of the Long Range Property Management Plan is therefore not subject to further environmental review.

ECONOMIC AND FISCAL IMPACT

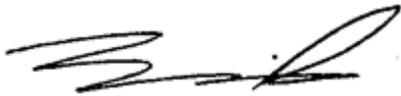
The ability to liquidate the property and complete the sale of the Residual Burbank School site pursuant to the terms of the Purchase and Sale Agreement will result in the distribution of \$3.6 million to the taxing entities, consistent with the intent of the Redevelopment dissolution legislation. Further delay of this transaction could jeopardize the developer's ability to secure project funding, which could impact the ability of the Successor Agency to sell the property and distribute the sale proceeds to the taxing entities.

NEXT STEPS

If the Oversight Board approves the LRPMP for the Burbank site, staff will submit the LRPMP along with the supporting documentation identified above to the DOF for review as soon as possible. There are no statutory timeframes or constraints on the DOF's review of the LRPMP. If DOF approves the single asset LRPMP, the Successor Agency will be able to finalize the sale of the property to Urban Dynamic.

Prepared and Recommended by: Kelly McAdoo, Assistant City Manager

Approved by:



Fran David, City Manager

Attachments:

- | | |
|-----------------|---|
| Attachment I: | Resolution |
| Attachment II: | Burbank Residual Site Long Range Property Management Plan
(Exhibits to the Plan available online ² or in the City Clerk's office) |
| Attachment III: | Aerial Photos of Property |

² <http://www.hayward-ca.gov/CITY-GOVERNMENT/ALAMEDA-COUNTY-AGENCIES-&-OTHER-ORGANIZATIONS/hsaob.shtm>

HAYWARD SUCCESSOR AGENCY OVERSIGHT BOARD

RESOLUTION 2013-__

RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY FOR THE REDEVELOPMENT AGENCY OF THE CITY OF HAYWARD APPROVING A SINGLE PURPOSE LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5 FOR THE RESIDUAL BURBANK PROPERTY

WHEREAS, the California state legislature enacted Assembly Bill x1 26 (the “Dissolution Act”) to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, on January 10, 2012 and pursuant to Health and Safety Code Section 34173, the City Council of the City of Hayward (the “City Council”) declared that the City of Hayward, a charter city (the “City”), would act as successor agency (the “Successor Agency”) for the dissolved Redevelopment Agency of the City of Hayward (the “Dissolved RDA”). Effective February 1, 2012, the Former Agency was dissolved pursuant to Health and Safety Code Section 34172; and

WHEREAS, pursuant to Health and Safety Code Section 34173(g), the Successor Agency is now declared to be a separate legal entity from the City; and

WHEREAS, the Dissolution Act provides for the appointment of an oversight board (the “Oversight Board”) with specific duties to approve certain Successor Agency actions pursuant to Health and Safety Code Section 34180 and to direct the Successor Agency in certain other actions pursuant to Health and Safety Code Section 34181; and

WHEREAS, the Successor Agency expects to receive a Finding of Completion from the State Department of Finance pursuant to Health and Safety Code Section 34179.7; and

WHEREAS, pursuant to Health and Safety Code Section 34191.5(b), upon receipt of the Finding of Completion, the Successor Agency will be entitled to submit a Long-Range Property Management Plan (the “LRPMP”) in connection with the property assets of the Successor Agency to the Oversight Board and the DOF no later than six months following the issuance by the DOF of the Finding of Completion; and

WHEREAS, the Successor Agency desires to expedite the disposition of the property generally described as the “Residual Burbank Site,” as more particularly described in Exhibit A to this Resolution, and has prepared a single asset LRPMP for the Residual Burbank Site (the “Single Asset LRPMP”) and intends to prepare a detailed LRPMP for all other properties previously owned by the Dissolved RDA; and

WHEREAS, on August 23, 2012, the Oversight Board approved, pursuant Health and Safety Code Section 34181(a), and directed the Successor Agency to dispose of the Residual

Burbank Site to Urban Dynamic LLC pursuant to a purchase and sale agreement incorporating the terms for the disposition of the Residual Burbank Site; and

WHEREAS, in accordance with Health and Safety Code Section 34191.5, the Successor Agency has prepared and is submitting the Single Asset LRPMP to the Oversight Board; and

WHEREAS, a copy of the Successor Agency's Single Asset LRPMP is on file with the City Clerk's Office for the City of Hayward; and

WHEREAS, as fully set forth in the Single Asset LRPMP, the Single Asset LRPMP provides for the disposition of the Residual Burbank Site through liquidation pursuant to the previously negotiated purchase and sale agreement; and

WHEREAS, approval of the Single Asset LRPMP and the liquidation of the Residual Burbank Site pursuant to the Single Asset LRPMP is exempt from the requirements of the California Environmental Quality Act and the applicable state and local implementing guidelines ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3); and

WHEREAS, the accompanying staff report (the "Staff Report") provides supporting information upon which the actions set forth in this Resolution are based.

NOW, THEREFORE, BE IT RESOLVED that the Oversight Board hereby finds, resolves, and determines that the foregoing recitals are true and correct, and, together with information provided by the Successor Agency staff and the public, form the basis for the approvals, findings, resolutions, and determinations set forth below.

BE IT FURTHER RESOLVED that, for the reasons set forth above, the Oversight Board finds and determines that approval of the LRPMP is exempt from the requirements of CEQA, and the Successor Agency Executive Director is authorized to file the appropriate notice of exemption with respect to the approval of the Single Asset LRPMP in accordance with CEQA.

BE IT FURTHER RESOLVED that pursuant to Health and Safety Code Section 34191.5(b), the Oversight Board hereby approves the Single Asset LRPMP in the form on file with the office of the Hayward City Clerk.

BE IT FURTHER RESOLVED that the Successor Agency Executive Director is hereby authorized and directed to submit the LRPMP to the DOF for approval in accordance with Health and Safety Code Section 34191.5(b).

BE IT FURTHER RESOLVED that, upon approval of the LRPMP by the DOF, the Oversight Board hereby authorizes and directs the Successor Agency Executive Director to dispose of the Burbank Residual Site and use any disposition proceeds in accordance with the LRPMP and to take any administrative action and execute any documents as may be necessary to implement the disposition of the Burbank Residual Site and any disposition proceeds in accordance with the terms approved in the LRPMP and this Resolution.

BE IT FURTHER RESOLVED that the Successor Agency is hereby directed to notify the California Department of Finance of the actions set forth in this Resolution in accordance with Health and Safety Code Section 34179(h).

BE IT FURTHER RESOLVED that this Resolution shall take effect at the time and in the manner prescribed in Health and Safety Code Section 34179(h).

BE IT FURTHER RESOLVED that nothing in this Resolution shall abrogate, waive, impair or in any other manner affect the right or ability of the Successor Agency to adopt a long range property management plan with respect to any other property of the Dissolved RDA, including, without limitation, any public use properties.

BE IT FURTHER RESOLVED that this Resolution shall take effect at the time and in the manner prescribed in Health and Safety Code Section 34179(h).

HAYWARD, CALIFORNIA, October 18, 2013

ADOPTED BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ATTEST:

Chair of the Oversight Board to
the Hayward Successor Agency

Successor Agency: Hayward
 County: Alameda

LONG RANGE PROPERTY MANAGEMENT PLAN: PRELIMINARY DRAFT OF PROPERTY INVENTORY DATA

			HSC 34191.5 (c)(2)	HSC 34191.5 (c)(1)(A)			SALE OF PROPERTY			HSC 34191.5 (c)(1)(B)	HSC 34191.5 (c)(1)(C)			HSC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)		HSC 34191.5 (c)(1)(F)		
No.	Name	Property Type	Permissible Use -Government Use -Fulfill Enforceable Obligation -Future Development -Sale of Property	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Basis	Date of Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Purpose for which property was acquired	Address	APN #	Lot Size (Acres)	Current Zoning	Estimate of Current Parcel Value	Estimate of Income/Revenue	Contractual requirements for use of income/revenue	History of environmental contamination
1	Residual Burbank School site	Vacant Lot/Land	Sale of Property	17-Jul-08	4,190,472 (1)	3,600,000	Market	28-Jun-11	3,600,000	ASAP	Redevelopment	353 B St	431-0110-007	3.84	Planned Development (PD)	3,000,000 (2)	N/A	N/A	See exhibit B

Note (1) Based on title insurance policy at time of acquisition
 Note (2) Based on 2010 appraisal (see Exhibit A)

List of

Exhibits:

- Exhibit A: 2010 Appraisal of Property
- Exhibit B: DTSC Clearance Letter and Final Environmental Remediation Report
- Exhibit C: Narrative
- Exhibit D: Staff Reports and Resolutions Approving Planned Development
- Exhibit E: Signed Purchase and Sale Agreement

Successor Agency: Hayward
 County: Alameda

LONG RANGE PROPERTY MANAGEMENT PLAN:

			HSC 34191.5 (c)(2)	HSC 34191.5 (c)(1)(G)	HSC 34191.5 (c)(1)(G)	HSC 34191.5 (c)(1)(H)
No.	Name	Property Type	Permissible Use -Government Use -Fulfill Enforceable Obligation -Future Development -Sale of Property	Description of property's potential for transit oriented development	Advancement of planning objectives of the successor agency	History of previous development proposals and activity
1	Residual Burbank School site	Vacant Lot/Land	Sale of Property	See exhibit C	See exhibit C	See exhibits D and E

List of

Exhibits:

- Exhibit A: 2010 Appraisal of Property
- Exhibit B: DTSC Clearance Letter and Final Environmental
- Exhibit C: Narrative
- Exhibit D: Staff Reports and Resolutions Approving Planne
- Exhibit E: Signed Purchase and Sale Agreement

DRAFT



Joyce L. Diaz, MAI
Benjamin R. (Bob) Diaz

jldmai@ddb-inc.com
bobd@ddb-inc.com

July 6, 2010

Paul Dalmon
Redevelopment Project Manager
Redevelopment Agency of the
City of Hayward
777 B Street, 2nd Floor
Hayward, California 94541-5007

RE: Update Appraisal of Burbank School Site
353 B Street, Hayward, California

Dear Mr. Dalmon:

At your request, we have completed an update of the October 26, 2008 self-contained complete appraisal report on the market value of the property located at 353 B Street in the City of Hayward, Alameda County, California. The subject property is commonly referred to as the "residential Burbank school site" that is bounded by B Street, Myrtle Street, C Street and Filbert Street. The subject property is also now identified by new Assessor's Parcel Number 431-0110-007. The Assessor's data indicates the site to now contain 167,445 square feet, or about 3.844 acres. It was previously identified as a portion of Assessor's Parcel Number 431-0024-001 that contained 167,619 square feet, or about 3.848 acres.

The subject property was previously appraised by Diaz, Diaz & Boyd, Inc. for the City of Hayward Redevelopment Agency with an effective date of value of October 21, 2008. The original report is dated October 28, 2008 and is hereby incorporated by reference in its entirety. This update can be relied upon only by a reader familiar with the previous appraisal report. USPAP suggests that good practice would be to file the original appraisal reports together. The following is a summary of the changes made by the update appraisal:

1. The effective date of value of the earlier appraisal is October 21, 2008. The date of value is updated to July 2, 2010, the date of re-inspection of the subject property.
2. The subject property now contains 167,445 square feet, or about 3.844 acres.
3. Since the original report was prepared, the national, state and local economies have undergone significant change. Current economic conditions and the effect on the real estate market are discussed in Section 2 of this report.

4. A search for comparable land sales was made for new sales that occurred after the last date of value. Five new land sales and two current relevant listings have been found since the earlier appraisal was completed. These seven land comparables were considered to be comparable to the subject due to their location, zoning, land use densities, and resultant highest and best use. The analysis of the comparables is contained in the text of this report.
5. The new sales strongly support a downward change in unit value for the subject from \$35.00 (previous) to \$20.00 (updated) per square foot.

It is our opinion, assuming that there is no hazardous material or toxic contamination on or near the subject property, and subject to the limiting conditions and assumptions contained herein, that the current market value of the subject property, as of July 2, 2010 is:

THREE MILLION DOLLARS
(\$3,000,000)

CERTIFICATION:

We, the undersigned, hereby certify that to the best of our knowledge and belief:

Joyce L. Diaz, MAI, and Benjamin R. Diaz, Senior Appraiser, have personally inspected the property that is the subject of this report;

The statements of fact contained in this report are true and correct;

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions;

We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved;

We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;

Our engagement in this assignment was not contingent upon developing or reporting predetermined results;

Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amounts of the value opinions, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

Our analyses, opinions, and conclusions were developed, and this report, to the best of our knowledge, has been prepared in conformance with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and in conformance with the Uniform Standards of Professional Appraisal Practice;

Use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;

No one provided significant real property appraisal assistance to the persons signing this Certification;

As of the date of this report, Joyce L. Diaz, MAI, has completed the requirements of the continuing education program of the Appraisal Institute.

We are pleased to have had this opportunity to be of service.



JOYCE L. DIAZ, MAI
California Certificate #AG 01887
(Expires 12/9/2010)



BENJAMIN R. DIAZ
California Certificate #AG 25815
(Expires 11/14/2010)

1. PREMISES, DEFINITIONS, LIMITING CONDITIONS & ASSUMPTIONS

A. Premises of Update Appraisal

1. Incorporation Of Original Appraisal Report

The subject property was previously appraised by Diaz, Diaz & Boyd, Inc. for the City of Hayward Redevelopment Agency with an effective date of value of October 21, 2008. The original report is dated October 26, 2008. It is hereby incorporated by reference in its entirety. Where there are no changes to the original report, the text is not repeated in this update. All of the definitions are carried forward.

This update can be relied upon only by a reader familiar with the previous appraisal report. USPAP suggests that good practice would be to file the original and update appraisal reports together.

2. Identification of Property

The subject property is located at 353 B Street in the City of Hayward, Alameda County, California. The subject property is commonly referred to as the "residential Burbank school site" that is bounded by B Street, Myrtle Street, C Street and Filbert Street. The subject property is also now identified by new Assessor's Parcel Number 431-0110 007. The Assessor's data indicates the site to now contain 167,445 square feet, or about 3.844 acres.

3. Highest and Best Use

The highest and best use remains medium density residential development with a density range of 10 to 20 DUA.

4. Date Of Value

The effective date of the original appraisal is October 21, 2008 and the new effective date of value of this update appraisal is July 2, 2010, the date of last inspection of the subject property.

5. Purpose of Update

The purpose of this update appraisal is to reflect any change in the market value of the subject property as a result of changes in the market indicated by sales more recent than those found and used in the earlier appraisal.

6. Intended Use and User

The intended use of the update appraisal is to assist the Redevelopment Agency in negotiating the sale of the subject property.

7. Extent of The Appraisal Update Process

This is a summary update appraisal report intended to update a previous self-contained report on the subject. The market was researched for relevant new sales to ascertain whether there has been a change in the value of the subject property since the last date of value. The results of that research are reported in this update report.

B. Special Limiting Conditions and Assumptions

This report has been prepared exclusively for use by the City of Hayward Redevelopment Agency, identified as the client and the intended user for this appraisal. Refer to original report for other special limiting conditions and assumptions.

C. General Limiting Conditions and Assumptions

Refer to original report for general limiting conditions and assumptions.

2. UPDATE OF ECONOMIC AND REAL ESTATE MARKET CONDITIONS

Many economists agreed early in the year that the Great Recession that began in 2007 would finally end in the 4th quarter of 2009 although it would take another year in California. However, in July 2010 with stimulus cash drying up, continued high unemployment rates, restrained consumer spending, and now a teetering housing market, there continue to be fears of a "double-dip" recession."

The outlook for jobs is probably the worst aspect of the economy. The U.S. lost 8.4 million jobs since the recession officially began in December of 2007 and "there is little chance of getting them back" according to Vice President Biden. The unemployment rates for May 2010 were 9.7% for the U.S., 12.4% for California and 11.1% for Alameda County. Beacon Economics analysts estimate a recovery in the national jobs market by the end of 2014, however the Bay Area won't fully recover the jobs it has lost until 2015.

The credit markets virtually shut down in 2008. Developers reported last year that financing for land acquisition and construction was not available and probably would not be available for another 12 months. Projections for 2010 expect that debt markets will begin to recover, but loans will be conservative, expensive, and extended only to a lender's best customers. Where previously a developer could finance 85% of cost, going forward when the market returns, he may be able to finance 60% to 65% of cost. This will have a drastic effect on the kinds of projects he can take on.

Besides a dismal housing market, residential condo developers face another hurdle before opening: new lending requirements dictate 25% or more of the building be pre-sold before the bank will finalize any of the loans. Even the 25% pre-sale requirement is well below the latest standards banks are quoting and the rules continue to change. Fannie Mae and Freddie Mac always required at least a 50% pre-sale requirement, but banks had flexibility to start closing units before the 50% was met. Banks are no longer willing to take that risk.

Consumers account for nearly 70% of the U.S. economic activity and their confidence has taken an enormous hit in the last two years. The UCLA Anderson economists warned that the effects of the recession will hinder and taint consumers' and lenders' habits and attitudes for years to come. Consumers have changed and frugality could be an important trend for the next five years.

In California total housing starts rose a bit in May after a slight drop in April. The California Building Industry reported the number of permits for the first five months of the year at 16,789 units, up 16% compared to the same period of 2009. Single-family permits were up 13% while multifamily permits rose 21%. While it was a positive change, the industry is still facing an uphill battle. The Industry association projects just over 45,000 total units will be built this year in California, down from the previous projection of 48,000 total units.

The housing rebound will likely be very slow and gradual, given rising unemployment and a sluggish economy. Federal and state tax credits and artificially low mortgage interest rates for the past year have buoyed the housing market. New home contracts rose 30% in March 2010 and 15% in April, the greatest two-month gain since 1963. However, since the federal tax credit

expired housing activity has dropped off considerably and by most recent measures is likely to continue to decline in the near term. While Congress has recently extended the federal tax credit to September 2010, the sale contract must have been in place by April 30, 2010 to be eligible. Funding for the State of California tax credit to new home buyers is expected to last until the end of September 2010 while funding for first-time home buyers is nearly exhausted.

Bay Area median prices for all home sales in May 2010 topped \$400,000 for the first time in nearly two years as the number of home sales in higher-end areas kept climbing while sales of more affordable homes and foreclosures continued to fall. May sales of homes priced below \$300,000 fell below last year's level when lower-end transactions and foreclosure sales were more robust. The decline in foreclosure sales may be attributed to federal government programs encouraging lenders to modify loans and facilitate short sales. Sale prices and the number of transactions have returned to the September 2008 level reported in the October 2008 appraisal. Experts cautioned, however, not to read too much into improved sales data since some of the sales were influenced by government tax credit programs.

All Homes by County	No. Sold May 2010	Annual % Sales Change	Median Price May 2010	Median Annual % Change	Median Price Sept. 2008
Alameda	1596	8.10%	\$390,000	18.20%	\$389,500
Contra Costa	1704	.60%	\$293,750	25.30%	\$300,000
San Mateo	640	24.00%	\$605,000	10.00%	\$603,000
Santa Clara	2164	28.20%	\$525,000	18.00%	\$505,500
Solano	652	-7.60%	\$219,000	15.60%	\$263,500
Bay Area	8264	11.00%	\$410,000	20.10%	\$400,000

Residential developers at the November 2009 Appraisal Institute Fall Conference reported that market conditions for land will be similar in 2010 followed by a small improvement in 2011. Although when home buying will recover is unknown, continued stabilization is anticipated in 2010, then maybe some recovery in 2011 or more likely 2012, but 2011-2013 for the Bay Area condo market. Developers variously commented that:

- finished lots are "hot" in top markets
- public homebuilders are reloading for 2010
- there is little demand for paper lots
- entitlements are not worth much. Buyers can't use them now and don't want to pay the carrying cost on the higher prices the sellers expect
- an interim carrier on land adds value since it helps cover costs while waiting for the market to recover
- dated sales are not applicable in the current market

In summary, the continued high unemployment rates, frugal consumer spending, and conservative lending all support cautious forecasts for a slow recovery of the economy and the housing market.

3. SUBJECT PROPERTY DATA AND DESCRIPTION

Other than a minor change in the size of the subject site from 167,619 square feet to 167,445 square feet, the subject property data and description are unchanged.

4. LAND VALUATION UPDATE

Since the October 26, 2008 appraisal, a search for new and more recent land comparables disclosed seven new sales and listings that are analyzed in this update. The methodology and adjustments in the 2008 appraisal are utilized in this update and are not repeated here. The more current sales and listings along with a map showing their locations are on the following pages. The analysis of the sales and listings follows.

Comparable 1 is located at 123-197 A Street in the City of Hayward. The neighborhood includes pockets of unincorporated Alameda County commonly referred to as the Cherryland Area. The immediate neighborhood is primarily composed of single and multi-family uses with commercial uses along A Street. Based on the resale prices of the homes in the Comparable 1 area, the Comparable 1 neighborhood is considered to be similar to the subject, and does not warrant an adjustment for location.

The Comparable 1 site contains approximately 32,015 square feet, or about 0.73 acre. It is smaller than the 167,445 square foot, or 3.844-acre, subject in size, and warrants a downward adjustment. The Comparable 1 site is a single Assessor's parcel that is irregular in shape. It is an interior site with direct access from Walnut Street. Comparable 1 is judged to have below-average overall site utility. It is inferior to the subject in site utility, and warrants an upward adjustment for site utility characteristics.

Comparable 1 is General Planned and zoned Medium-Density Residential (MDR). The allowable density range is 8.7 to 17.4 DUA. It is considered to be similar to the subject in land uses and allowed density to the subject (10-20 DUA). Therefore, no adjustments are considered to be warranted for these development characteristics.

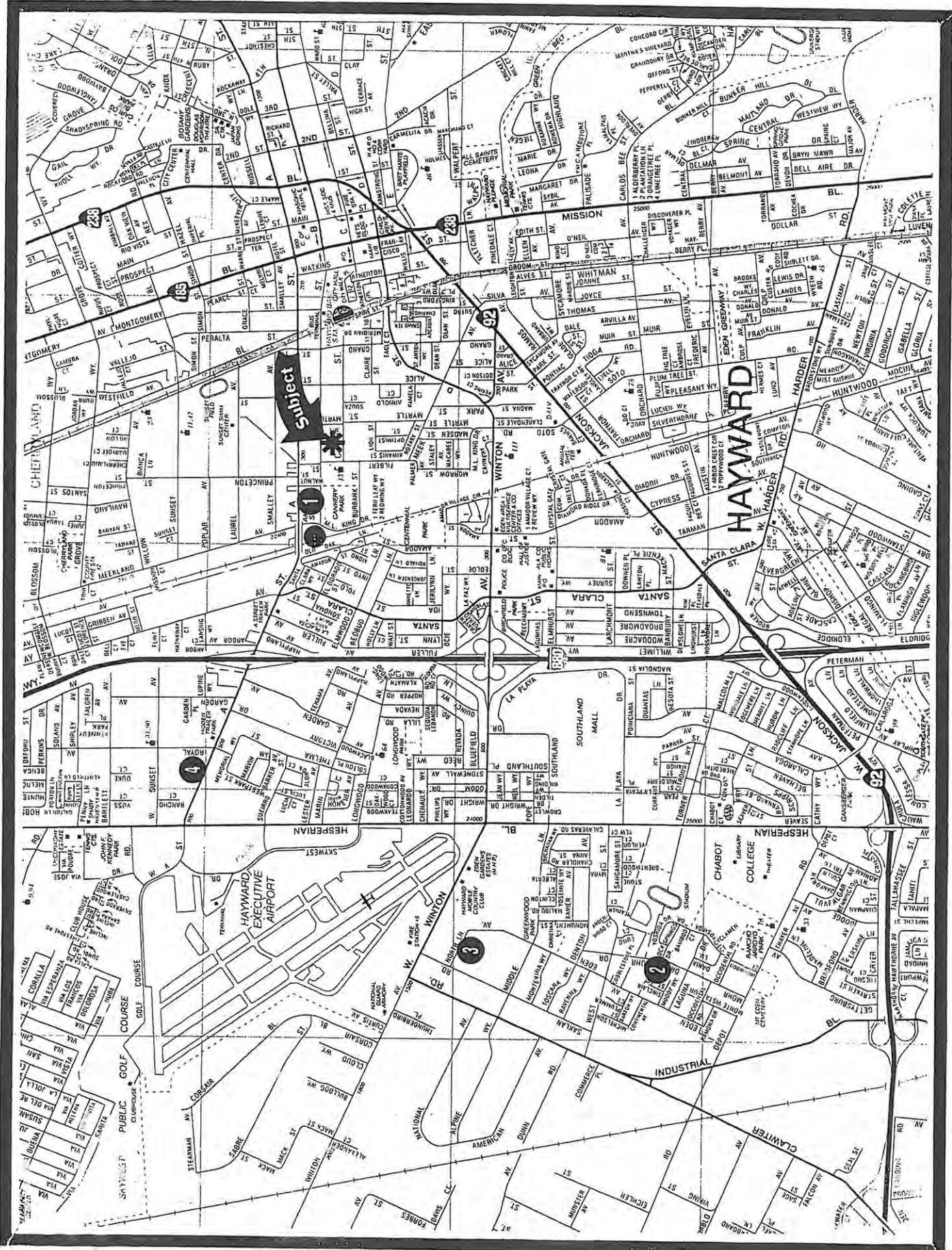
There were no development entitlements for Comparable 1. It is similar to the subject in this respect, and does not warrant an adjustment for entitlements and plans. In addition, the Comparable 1 property is a vacant site. Thus, there is no

COMPARABLE RESIDENTIAL LAND SALES/OFFERS
 UPDATE APPRAISAL OF RESIDUAL BURBANK SCHOOL SITE
 353 B STREET, HAYWARD, CALIFORNIA

No.	Address Location City APN	Recording Date	Sale Price	Conditions of Sale	Site Size Acres	Site Size Sq. Ft.	Price per Sq. Ft.	General Plan/Land Use Zoning	Grantor Grantee Document Number
Subj.	Residual Burbank School Site 353 B Street Hayward 431-0110-007	DOV 7/2/2010	N/A	None <i>"arms length"</i>	3.844	167,445	N/A	Medium Density Residential Cannery Specific Plan 10 - 20 DUA	Redevelopment Agency of City of Hayward N/A N/A
Closed Sales & Pending Sales									
1	123-197 A Street Btwn Walnut & Meekland Hayward 431-0016-088-03	6/25/2009	\$705,000	None Inter-Agency	0.73	32,015	\$22.02	MDR: Med Den Res RM-SD4: Med Den Res 8.7-17.4 DUA	City of Hayward Redevelopment Agency of City of Hayward 2009-202341
2	24909 Mohr Dr Opp Rock Springs Dr Hayward 441-0077-006	Close of Escrow 5/31/2010 12/30/2005	Asking \$600,000 \$1,062,500	Short Sale Approved Final Map 7852 Approved Plans	0.80	34,638	\$17.32 \$30.67	LMDR: Limited Med Den Res PD Res, Tr-7852 8.7-12 DUA 6 DUA approved	Pedro Orozco & Mohinder Janda, et al N/A Pending Close of Escrow
3	1450 North Lane Btwn Saklan & Eden Alameda Co. (Hayward) 441-0095-001	In Contract 6/30/2010 7/28/2005	Asking \$775,000 \$900,000	None Approved TM-7989	0.98	42,510	\$18.23 \$21.17	MDR: Med Den Res RM: Med Den Res, TM-7989 8.7-17.4 DUA 16.4 DUA approved	Hayward North Lane LP N/A Pending Close of Escrow
4	817 West A Street Btwn Hesperian & Royal Alameda Co. (Hayward) 432-0136-001 thru -020	3/9/2010 8/15/2005	\$1,250,000 \$1,600,000	Short Sale Approved Final Map 7740 Approved Plans	1.06	46,016	\$27.16 \$34.77	Eden Area Plan "Hayward Acres" Med/High Den Res PD Res, Tr-7740 PD: 20-24 DUA	Burnley Commons LLC SA Investments Holdings LLC 2010-061917
5	3884 First Street SWC Portola & First St Livermore 099-0056-001-15 & 012	4/9/2010	\$2,500,000	Short Sale Approved Final Map Approved Plans	3.76	164,002	\$15.24	UH-2: Urban High Res PDR-05-004 8-14 DUA 18.6 DUA approved	The Argus Group Portola 70 LLC 2010-098542
Listings									
6	23761 Eden Ave Btwn North Ln & Middle Ln Alameda Co. (Hayward) 441-0095-010-02 & 011-04	Current MLS #40460807	\$1,550,000	None Listing	1.71	74,296	\$20.86	MDR: Med Den Res RM: Med Den Res 8.7-17.4 DUA	Gerald Tilley N/A N/A
	23356, 23348 & 23464 Saklan Road Btwn North Ln & Middle Ln Alameda Co. (Hayward) 441-0095-020-02, 021-02, 022-02 & 023-02	Current MLS #40448568	\$2,999,000	None Listing	2.93	127,680	\$23.49	MDR: Med Den Res RM: Med Den Res 8.7-17.4 DUA	Marc Christiansen N/A N/A

Source: Diaz, Diaz & Boyd, Inc.
 1011 Residential Land Sales Burbank Residual School Site.xls

Land Sales Map



carrier income potential.

Comparable 1 is an inter-agency sale from the City of Hayward to the Redevelopment Agency of the City that was transferred on June 29, 2009. Paul Dalmon, representative for the Redevelopment Agency, confirmed the sale/transfer price of \$705,000, or \$22.02 per square foot. No adjustments are warranted for financing, or for the change in market conditions over time. However, the property is an inter-agency transaction that is judged to warrant a downward adjustment for conditions of sale.

Comparable 1 Conclusion: Comparable 1 is an inter-agency sale that is generally similar to the subject in neighborhood locational attributes, land use, allowable development density, entitlement/plans status and in carrier income potential. It is smaller than the subject in size and inferior to the subject in overall site utility. Overall, the subject site is judged to warrant a lower unit value than the \$22.02 per square foot sale price for the Comparable 1 property.

Comparable 2 is located at 24909 Mohr Drive in the City of Hayward. The neighborhood includes pockets of unincorporated Alameda County commonly referred to as the Mt. Eden Area. The immediate neighborhood is primarily composed of single and multi-family uses. Based on the resale prices of the homes in the Comparable 2 area, the Comparable 2 neighborhood is considered to be similar to the subject, and does not warrant an adjustment for location.

The Comparable 2 site contains approximately 34,638 square feet, or about 0.795 acre. It is smaller than the 167,445 square foot, or 3.844-acre, subject in size, and warrants a downward adjustment. The Comparable 2 site is a single Assessor's parcel that is generally rectangular in shape. It is an interior site with direct access from Mohr Avenue as well as from Gerald Way. Comparable 2 is judged to have good overall site utility, similar to the subject. Thus, no adjustment is warranted for its overall site utility characteristics.

Comparable 2 is General Planned Limited Medium-Density Residential (LMDR) and zoned Planned Development for mixed residential uses. The allowable density range is 8.7 to 12 DUA. It is considered to be inferior to the subject in land uses and inferior to the subject (10-20 DUA) in allowed density. Therefore, upward adjustments are considered to be warranted for these development characteristics.

Comparable 2 has an approved tentative map for a 5-unit single-family development. It also includes approved improvement plans and an unsigned Final Map. The city is waiting for the owner to sign a development agreement, and to post contract improvements bonds before processing final approval. There has been no current action by the owner to finalize the development. Nonetheless, it is judged to be superior to the subject in these respects and,

therefore, warrants a significant downward adjustment for entitlements and plans.

The Comparable 2 property included a leased single-family house built in 1946. The house can continue to be used as a carrier until more intense development becomes financially feasible. It is superior to the subject in carrier income potential and warrants a downward adjustment.

Comparable 2 is a pending "short sale" that was due to close escrow on or about May 31, 2010. The listing price is \$600,000, or \$17.32 per square foot. According to the broker, Carolyn Pacheco, a \$450,000 offer (\$12.99 per square foot) is being countered by the owner. The MLS listing number is 40434154. For the purpose of this appraisal, no adjustments are warranted for financing, or for the change in market conditions over time. However, the property is a "short sale" by a motivated seller that requires a significant upward adjustment for conditions of sale.

Comparable 2 Conclusion: Comparable 2 is a pending short sale that is generally similar to the subject in neighborhood locational attributes and site utility. It is smaller than the subject in size and superior to the subject in entitlement/plans status, as well as in carrier income potential. However, it is a short sale that is inferior to the subject in land use and in allowable development density. Overall, the subject site is judged to warrant a similar unit value to the \$17.32 per square foot listing price for the Comparable 2 property.

Comparable 3 is located at 1450 North Lane in an unincorporated pocket of the City of Hayward. The immediate neighborhood is commonly referred to as the Mt. Eden Area. The immediate neighborhood is primarily composed of single and multi-family uses. Based on the resale prices of the homes in the Comparable 3 area, the Comparable 3 neighborhood is considered to be similar to the subject, and does not warrant an adjustment for location.

The Comparable 3 site contains approximately 42,510 square feet, or about 0.976 acre. It is smaller than the 167,445 square foot, or 3.844-acre, subject in size. Comparable 3 is smaller than the subject and warrants a downward adjustment. The Comparable 3 site is a single Assessor's parcel that is generally rectangular in shape. It is an interior site with direct access from North Lane. Comparable 3 is judged to have good overall site utility, similar to the subject. Thus, no adjustment is warranted for its overall site utility characteristics.

Comparable 3 is General Planned and zoned Medium-Density Residential (MDR). The allowable density range is 8.7 to 17.4 DUA. It is considered to be similar to the subject in land uses and allowed density to the subject (10-20 DUA). Therefore, no adjustments are considered to be warranted for these development characteristics.

Comparable 3 has an approved tentative map for a 16-unit townhouse development. It is considered to be superior to the subject in this respect and, therefore, warrants a downward adjustment for entitlements. The Comparable 3 property is a vacant site. Thus, there is no carrier income potential.

Comparable 3 is in a recent contract for sale. The listing broker has not returned telephone calls. However, CoStar Comps (ID7509201) reported the listed price is \$775,000, or \$18.23 per square foot. For the purpose of this appraisal, no adjustments are warranted for financing, or for the change in market conditions over time. However, a downward adjustment is warranted for its listed price status.

Comparable 3 Conclusion: Comparable 3 is a contracted sale that is generally similar to the subject in neighborhood locational attributes, site utility, land use, allowable development density, and in carrier income potential. It is also superior to the subject in entitlement/plans status. Overall, the subject site is judged to warrant a lower unit value than the \$18.23 per square foot listed price for the Comparable 3 property.

Comparable 4 is located at 817 West A Street in an unincorporated pocket of the City of Hayward. The immediate neighborhood is commonly referred to as the Hayward Acres Area. The immediate neighborhood is primarily composed of single and multi-family uses. Based on the resale prices of the homes in the Comparable 4 area, the Comparable 4 neighborhood is considered to be similar to the subject, and does not warrant an adjustment for location.

The Comparable 4 site contains approximately 46,016 square feet, or about 1.06 acres. It is smaller than the 167,445 square foot, or 3.844-acre, subject in size. Therefore, a downward adjustment is judged to be warranted. The Comparable 4 site was composed of two Assessor's parcels that generally formed a rectangular shape. The property is currently subdivided into 20 parcels. It is an interior site with direct access from West A Street. Comparable 4 is judged to have good overall site utility, similar to the subject. Thus, no adjustment is warranted for its overall site utility characteristics.

Comparable 4 is General Planned Medium-High Density Residential (MHDR) and zoned Planned Development Residential with an allowable density range from 20 to 24 DUA. It is considered to be similar to the subject in land uses but superior in allowed density relative to the subject (10-20 DUA). Therefore, a downward adjustment is considered to be warranted for this development characteristic.

Comparable 4 has an approved final map and plans for 18 townhouses, 3 residential condominiums and 3 retail condominiums. Partial foundation

improvements are in place. It is considered to be superior to the subject in all these respects and, therefore, all warrant downward adjustments for these attributes. The Comparable 4 property is a vacant site. Thus, there is no carrier income potential.

Comparable 4 was a short sale that closed escrow on March 9, 2010. The MLS listing number is 40415535. The listing broker, Taskeen Fatehdin, confirmed the sale price of \$1,250,000, or \$27.16 per square foot. No adjustments are warranted for financing or for the change in market conditions over time. However, the property is a "short sale" by a motivated seller that requires a significant upward adjustment for conditions of sale.

Comparable 4 Conclusion: Comparable 4 is a closed sale that is generally similar to the subject in neighborhood locational attributes, site utility, land use, and in carrier income potential. However, Comparable 4 is superior to the subject in allowable development density and entitlement/plans status, as well as in partial improvements. Overall, the subject site is judged to warrant a significantly lower unit value than the \$27.16 per square foot paid for the Comparable 4 property.

Comparable 5 is located at 3884 First Street in the City of Livermore, East Alameda County. The Comparable 5 neighborhood is located on the westerly side of the downtown commercial core of Livermore. The immediate neighborhood is primarily composed of single and multi-family uses, and commercial uses along First Street. Based on the resale prices of the homes in the Comparable 5 area, the Comparable 5 neighborhood is considered to be superior to the subject, and warrants a downward adjustment for location.

The Comparable 5 site contains approximately 164,002 square feet, or about 3.76 acres. It is similar to the 167,445 square foot, or 3.844-acre, subject in size. The Comparable 5 site is composed of two Assessor's parcels that generally form an irregular triangular shape. It is a corner site with direct access from First Street and Portola Avenue. Comparable 5 is judged to have average overall site utility. In addition, off-site development requirements included partial dedication and widening of First Street and Portola Avenue, as well as enhanced landscaping, and street intersection corner fountain and ornamental arbors. It is considered to be inferior to the subject in overall site utility and off-site requirements, and warrants an upward adjustment for these development characteristics.

Comparable 5 is General Planned Urban-High Density Residential (UH-2) and zoned Planned Development for residential uses. The allowable density range is 8 to 14 DUA. It is considered to be similar to the subject in land uses but inferior in allowed density relative to the subject (10-20 DUA). Therefore, an

upward adjustment is considered to be warranted for this development characteristic.

Comparable 5 has an approved final map and improvement plans for a 70-unit townhouse development. It is judged to be superior to the subject in these respects and, therefore, warrants a significant downward adjustment for entitlements and plans. The Comparable 5 property is a vacant site. Thus, there is no carrier income potential.

Comparable 5 was a short sale that closed escrow on April 9, 2010. According to public records, the selling price was \$2,500,000, or \$15.24 per square foot. The broker has not returned telephone calls. The Costar Comps number is Id 1914406. For the purpose of this appraisal, no adjustments are warranted for financing, or for the change in market conditions over time. However, the property is a "short sale" by a motivated seller that requires a significant upward adjustment for conditions of sale.

Comparable 5 Conclusion: Comparable 5 is a short sale that is generally similar to the subject in site size, land use and in carrier income potential. It is superior to the subject in its neighborhood locational attributes and entitlement/plans status. However, it is inferior to the subject in site utility, off-site development requirements, and in allowable development density. Overall, the subject site is judged to warrant a higher unit value than the \$15.24 per square foot sale price for the Comparable 5 property.

Comparable 6 and Comparable 7 are located at 23761 Eden Avenue and 23356, 23348 & 23464 Saklan Road, respectively, in an unincorporated pocket of the City of Hayward. They generally back one another. The immediate neighborhood is commonly referred to as the Mt. Eden Area. The immediate neighborhood is primarily composed of single and multi-family uses. Based on the resale prices of the homes in the Comparable 6 and Comparable 7 area, the Comparable 6 and Comparable 7 neighborhood is considered to be similar to the subject, and does not warrant an adjustment for location.

The Comparable 6 and Comparable 7 sites contain approximately 1.71 acres and 2.93 acres, respectively. They are smaller than the 3.844-acre subject in size. Although Comparable 6 and Comparable 7 are smaller than the subject, the size differential is judged not to be significant. Therefore, no more than a nominal adjustment is judged to be warranted. The Comparable 6 and Comparable 7 sites are generally rectangular in shape. They are interior sites with direct access from their respective street frontages. Comparable 6 and Comparable 7 are judged to have good overall site utility, similar to the subject. Thus, no adjustments are warranted for their overall site utility characteristics.

Comparable 6 and Comparable 7 are General Planned and zoned Medium-Density Residential (MDR). The allowable density range is 8.7 to 17.4 DUA. They are considered to be similar to the subject in land uses and allowed density to the subject (10-20 DUA). Therefore, no adjustments are considered to be warranted for these development characteristics.

There are no development entitlements for Comparable 6 and Comparable 7. They are similar to the subject in this respect, and do not warrant an adjustment for entitlements and plans. However, the Comparable 6 and Comparable 7 properties included leased single-family houses. The houses can continue to be used as carrier units until more intense development becomes financially feasible. They are superior to the subject in carrier income potential and warrant downward adjustments.

Comparable 6 and Comparable 7 are current MLS listings (40460807 & 40448568) at \$1,550,000 and \$2,999,000, or at \$20.86 and \$23.49 per square foot, respectively. According to the listing brokers, there have been no serious offers for the two listed properties. For the purpose of this appraisal, no adjustments are warranted for financing, or for the change in market conditions over time. However, downward adjustments are warranted for their listing status.

Comparable 6 and Comparable 7 Conclusion: Comparable 6 and Comparable 7 are current listings that are generally similar to the subject in neighborhood locational attributes, site utility, land use, allowable development density, and entitlement/plans status. However, they are listings that are considered to be superior in their carrier income potential. Overall, the subject site is judged to warrant lower unit values than the \$20.86 and \$23.49 per square foot listed prices for the Comparable 6 and Comparable 7 properties, respectively.

Land Value Conclusion

The comparables used in the analysis are the best and most appropriate land sales and listings found with similar characteristics to the subject. The residential land comparables used in the analysis bracket the subject in terms of locational attributes, site utility, allowable density, entitlement status and in carrier income potential. The unit values for the seven land comparables range between \$15.24 per square foot and \$27.16 per square foot.

Least weight is given to Comparable Sale 4 at \$27.16 since it is significantly superior to the subject in allowed density, contained an approved final map and building plans, and included some existing foundation improvements with the sale. Little weight is given to the two listings, Comparable 6 and Comparable 7 at \$20.86 and \$23.49 per square foot, respectively. However, they tend to

ADJUSTMENT GRID OF COMPARABLE RESIDENTIAL LAND SALES & LISTINGS
UPDATE APPRAISAL OF RESIDUAL BURBANK SCHOOL SITE
353 B STREET, HAYWARD, CALIFORNIA

COMPARABLES				ADJUSTMENTS										Value Indicators \$/Sq. Ft.		
No.	Location APN	Recording Dates	Price Per Sq. Ft.	Size Acres	DUA Potential	Financing Terms	Conditions of Sale	Change in Market Conditions Over Time	Neighborhood Location	Size Acres	Site Utility	Land Use Zoning	Density Development Potential	Entitlements & Plans	Carrier Income Potential	Value Indicators \$/Sq. Ft.
Subj	Residual Burbank School Site 353 B Street Hayward 431-0110-007	DOV 07/02/10	N/A	3.84	10 - 20 DUA	Market	Market arm-length	DOV 07/02/10	Average	1.84	Good	Med-Den Residential	10 - 20 DUA	Note	No	N/A
Closed Sales & Pending Sales																
1	123-197 A Street Btwn Walnut & Meekland Hayward 431-0016-088-03	6/09	\$22.02	0.73	8.7-17.4 DUA	Similar -0-	Inter-Agency	Similar -0-	Similar -0-	Smaller -	Inferior +	Similar -0-	Similar -0-	Similar -0-	No -0-	< \$22.02
2	24909 Mohr Dr Opp Rock Springs Dr Hayward 441-0077-006	5/10	\$17.32	0.80	8.7-12 DUA 6 DUA approved	Similar -0-	Short Sale + +	Similar -0-	Similar -0-	Smaller -	Similar -0-	Inferior +	Inferior +	Superior -	Yes -	-\$17.32
3	1450 North Lane Btwn Saklan & Eden Alameda Co. (Hayward) 441-0095-001	6/10	\$18.23	0.98	8.7-17.4 DUA 16.4 DUA approved	Similar -0-	In Contract	Similar -0-	Similar -0-	Smaller -	Similar -0-	Similar -0-	Similar -0-	Superior -	No -0-	< \$18.23
4	817 West A Street Btwn Hesperian & Royal Alameda Co. (Hayward) 432-0136-001 thru -020	3/10	\$27.16	1.06	PD: 20-24 DUA	Similar -0-	Short Sale + + Partially Imprvd	Similar -0-	Similar -0-	Smaller -	Similar -0-	Similar -0-	Superior -	Superior -	No -0-	< \$27.16
5	3884 First Street SWC Portola & First St Livermore 099-0056-001-15 & 012	4/10	\$15.24	3.76	8-14 DUA 18.6 DUA approved	Similar -0-	Short Sale + +	Similar -0-	Superior -	Similar -0-	Inferior + + Off-Sites	Similar -0-	Inferior +	Superior -	No -0-	> \$15.24
Listings																
6	23761 Eden Ave Btwn North Ln & Middle Ln Alameda Co. (Hayward) 441-0095-010-02 & 011-04	Current	Asking \$20.86	1.71	8.7-17.4 DUA	Similar -0-	Listing --	Similar -0-	Similar -0-	Smaller Nominal	Similar -0-	Similar -0-	Similar -0-	Similar -0-	Yes -	< \$20.86
7	23356, 23348 & 23464 Saklan Road Btwn North Ln & Middle Ln Alameda Co. (Hayward) 441-0095-020-02, 021-02, 022-02 & 023-02	Current	Asking \$23.49	2.93	8.7-17.4 DUA	Similar -0-	Listing --	Similar -0-	Similar -0-	Smaller Nominal	Similar -0-	Similar -0-	Similar -0-	Similar -0-	Yes -	< \$23.49

(Unquantified adjustments indicated by + or - signs do not necessarily carry equal weight)

Exhibit A

support a unit value for the subject that would be significantly less than their asking prices.

The remaining four comparables range from \$15.24 to \$22.02 per square foot. All of the remaining comparables are given equal weight, and collectively they tend to suggest and support a probable unit value for the subject that is toward the middle of the probable range of unit values.

Thus, based on the foregoing analysis and considering the current condition of the residential market, the current unit market value of the fee simple interest in the subject land is concluded to be \$18.00 per square foot.

The subject site contains approximately 167,445 square feet. The estimated current market value of the subject property is a mathematical calculation based on the estimated fee unit value of the subject site. Therefore, the market value of the fee interest for the subject land, assuming there is no toxic contamination or hazardous material on or near the property, and subject to the limiting conditions and assumptions contained herein, is estimated as of July 2, 2010 to be as follows:

Subject Area (Sq. Ft)	x	Unit Value (\$/Sq. Ft.)	=	Estimated Value of Subject Property
167,445	x	\$18.00	=	\$3,014,010
		Rounded To:		\$3,000,000

THREE MILLION DOLLARS
(\$3,000,000)

QUALIFICATIONS OF BENJAMIN R. DIAZ

PROFESSIONAL EXPERIENCE:

Senior Appraiser/Principal, DIAZ, DIAZ & BOYD, INC., Pleasanton, CA, February 1998 to present. The firm specializes in the appraisal of real property including office, industrial, and retail properties; residential income and subdivisions; special purpose properties; land, and rights-of-way.

Appraiser, DIAZ, DIAZ & BOYD, INC., formerly Joyce L. Diaz & Associates, November 1993 to January 1998. Under supervision, research and inspections of subject and comparable properties and the analysis and reporting of market values for land and various types of improved properties.

Administrator, Joyce L. Diaz & Associates, March 1988 to present. Responsibilities included assisting in all aspects of the operation of a small business. Provided financial accounting and computer automation, including procurement, evaluation, and technical support.

Appraiser Assistant, Joyce L. Diaz & Associates, March 1988 to November 1993. Assisted appraisers on a part-time basis with research and field inspections of subject and comparable properties; measurement of improvements and drawing the floor plans onto computer-assisted programs; and reviewing draft appraisal reports for technical accuracy.

Assistant Budget Officer, Lawrence Livermore National Laboratory (LLNL), May 1990 to January 1994. Manager of budgets and resources for direct-funded programs, including multi-million dollar capital construction projects and equipment.

Engineer, LLNL, August 1979 to May 1990. LLNL's Chief Civil Engineer responsible for planning and developing all traffic and civil infrastructure systems, including property and permit acquisition for the DOE/LLNL. Several years as Civil Engineering Group Leader for design division of Plant Engineering.

Associate Civil Engineer, City of Livermore, December 1971 to August 1979. Responsible for feasibility analysis, design and construction management of public works projects; subdivision development review and approval; and right-of-way engineering.

EDUCATION:

B.S., civil engineering, emphasis in structures and hydraulics, San Jose State University, 1971. Advanced course work in structural mechanics and mathematical techniques, San Jose State.

MBA course work in financial and managerial accounting, computer information systems, business and economic statistics, and organizational management, Cal State University Hayward, 1990-1992.

UCLA Engineering and Management program, UCLA extension, 1992.

Real Estate Related Courses:

Real Estate: Principles, Economics, and Law, Chabot Community College, 1984 & 1985.

Subdivision Map Act, UC Davis extension, 1987; Extractions, Dedications, and Property, UC extension, 1987; Negotiations, International Right of Way Association, 1995.

Appraisal Courses:

Real Estate Appraisal, Chabot College, 1984; Valuation of Lease Interests, Parts 1 and 2, AIREA, 1990; Real Estate Appraisal Principles, AIREA, 1992; Basic Valuation Procedures, AIREA, 1992; Basic Income Capitalization, AI, 1994; Appraisal of Partial Acquisitions, International Right of Way Association, 1994; Communications in Real Estate Acquisitions, IRWA, 1996; Interpersonal Relations in Real Estate Acquisitions, IRWA, 1997; Standards of Professional Practice, periodically as required.

Certification: General Appraiser, State of California, No. AG025815

Registration: Professional Civil Engineer, State of California, #28477

Professional Affiliations:

MAI Candidate, Appraisal Institute, #M940831

Member, International Right of Way Association, Chapter 2, #246246

Committee: Chairman, Finance; Board of Directors 1997-2002; President 2001

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QUALIFICATIONS OF JOYCE L. DIAZ, MAI

PROFESSIONAL EXPERIENCE:

DIAZ, DIAZ & BOYD, INC., Pleasanton, California, 1997, President. Formerly **JOYCE L. DIAZ & ASSOCIATES**, Pleasanton, California, founded 1988, specializing in the appraisal of real estate, including office, industrial, and retail properties; residential single family, income, and subdivisions; special purpose properties; land; and rights-of-way. Valuation of property rights includes fee simple, leased fee and leasehold interests, ground leases and easements; highest and best use; feasibility analysis and market studies for varied purposes including purchase and sale, mortgage and bond financing, right-of-way acquisition and disposition; litigation, and consultation. Clients include financial institutions and advisors, government agencies, utilities, title companies, investors, developers, attorneys, and property owners.

Real Estate Appraiser with Mills-Carneghi-Bautovich, Inc., San Jose office, 1987-1988. Appraisal assignments included proposed and existing office, retail, industrial, residential income properties, and rights-of-way. Appraisals were prepared for a variety of firms, agencies and individuals for use in mortgage lending, loan workouts, acquisition, estate settlement, and division of assets.

Assistant Vice President and Appraisal Officer with Union Bank, Oakland, 1982-1987. Appraisal assignments included proposed and existing industrial, office, retail, special purpose, residential income properties and subdivisions, and land.

Administrative Assistant to the City Attorney, City of Livermore, California, between 1975-1980. During this period responsibilities included appraising, negotiating, and preparing documents for the acquisition of real property as well as reviewing acquisitions for compliance with state and federal law.

EDUCATION:

B.S. in Business Administration, with High Honors, emphasis in Real Estate, minor in Economics, California State University, Hayward, 1982. Certificate in Real Estate, Chabot College, 1979.

Appraisal: Appraisal Institute: Principles, Capitalization Theory, Income Property Appraising, Case Studies, Valuation Analysis & Report Writing, Limited Appraisals & Reporting Options, Standards of Professional Practice, Real Estate Investment Analysis, Litigation Valuation, Highest & Best Use & Market (Feasibility) Analysis; Valuation of Detrimental Conditions. **International Right of Way Association:** Expert Witness Testimony, Partial Acquisitions, Easement Valuation, EMFs. **Sonoma Land Trust:** Conservation Easements. Workshops and seminars focusing on real estate, local markets, economics, law and related topics.

DESIGNATION: MAI, Appraisal Institute; Continuing Education requirements complete
LICENSE : Certified General Appraiser, State of California, No.AG001887
INSTRUCTOR: Appraisal courses, International Right of Way Association and Las Positas College
APPROVED: CalTrans
REGISTERED: CUCP: MWOB/DBE
SEMINARS: Organized and presented for IRWA: Dealing With Contaminated Properties (1993); Contaminated Property Update (1998); Telecommunication Rights of Way (2001); Condemnation Appraising and Mock Trial (1997); Appraising More Than Land and Buildings (1996); and Commercial Construction, AIREA, 1990.

PROFESSIONAL AFFILIATIONS: PRESENT/PAST COMMITTEE SERVICE/HONORS

The Appraisal Institute (American Institute of Real Estate Appraisers), Member (MAI)

Served on Board of Directors; Admissions; Chaired Education & Candidates' Committees

International Right of Way Association, Member (SR/WA Candidate); Recipient 1997 Sophie Yore Service Award

Professional of the Year 1994; Employer of the Year 1998; Special Education Award 2001

Advisory Director & Chair of Appraisal Committee/Past President, International Director; Treasurer; Finance Chair Santa Clara County Association of Realtors; Bay East Association of Realtors

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Department of Toxic Substances Control

Matthew Rodríguez
Secretary for
Environmental Protection

Deborah O. Raphael, Director
700 Heinz Avenue
Berkeley, California 94710-2721

Edmund G. Brown Jr.
Governor

May 13, 2013

Ms. Gloria Ortega
Hayward Successor Agency
City of Hayward
777 B St., 2nd Floor
Hayward, California 94541

Dear Ms. Ortega:

FORMER BURBANK ELEMENTARY SCHOOL EAST, B AND FILMORE STREETS,
HAYWARD, CA

The Department of Toxic Substances Control (DTSC) has completed the review of the Preliminary Endangerment Assessment (PEA) Report, Burbank Elementary School East, B and Filbert Street, Hayward, CA., April 26, 2013, submitted by TRC Inc. Based upon the PEA, the Property does not appear to have contamination above unrestricted screening levels and does not pose a current threat to human health or the environment.

Therefore, DTSC determines that no further action is necessary at this time with respect to investigation and remediation of hazardous substances at the Property. As with any real property, if previously unidentified contamination is discovered at the Site, additional assessment, investigation and/or cleanup may be required.

If you have any questions please do not hesitate to contact me at 510-540-3881 or via e-mail at Catherine.Bumgardner-Pool@dtsc.ca.gov.

Sincerely,

Catherine Pool
Hazardous Substance Engineer
Brownfields and Environmental Restoration Program



**PRELIMINARY ENDANGERMENT ASSESSMENT (PEA)
REPORT**

Old Burbank Elementary School Soil Assessment and Excavation Activities
B Street and Filbert Street
Hayward, California

Prepared for

The Hayward Successor Agency
to the Redevelopment Agency of the City of Hayward
777 B Street
Hayward, CA 94541

Prepared by

TRC
Concord, California

February 2013



PRELIMINARY ENDANGERMENT ASSESSMENT REPORT

Burbank Elementary School East Soil Assessment and Excavation Activity
B Street and Filbert Street
Hayward, California

Prepared for

The Hayward Successor Agency
to the Redevelopment Agency of the City of Hayward
777 B Street
Hayward, CA 94541

Prepared by

TRC
Concord, California

Project No. 186726
February 27, 2013

Handwritten signature of Ted Moise in blue ink.

Ted Moise
Senior Project Manager

Handwritten signature of Amy Wilson in blue ink.

Amy Wilson, PH.D., P.E.
Senior Project Manager



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LIST OF ACRONYMS AND ABBREVIATIONS

CA	Corrective Action Consent Agreement
Cal-EPA	California Environmental Protection Agency
Cal-OSHA	California Occupational Safety and Health Administration
CFR	Code of Federal Regulations
COC	Chemical of concern
DTSC	California Department of Toxic Substances Control
EPA	United States Environmental Protection Agency
fbg	feet below grade
HSP	Health and Safety Plan
IIPP	Injury and Illness Prevention Program
mg/kg	milligrams per kilogram
MCL	Maximum Contaminant Level
PCBs	Polychlorinated Biphenyls
PEA	Preliminary Endangerment Assessment
RWQCB	San Francisco Regional Water Quality Control Board
SWRCB	State of California Water Resources Control Board
µg/kg	micrograms per kilogram
µg/l	micrograms per liter

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

This Preliminary Endangerment Assessment (PEA) Report presents the scope of work and results of the self-directed Burbank Elementary School East Soil Assessment and Excavation Activity in Hayward, California. The work was conducted to prepare the property for residential use prior to a pending real estate transaction. The site is located in a mixed residential, industrial, and commercial area. It is bounded by B Street, C Street, Myrtle Street, and Filbert Street in Hayward California.

This work has been performed pursuant to the Voluntary Clean-up Agreement (VCA) Docket Number HSA-VCA 12/13 053 between The Hayward Successor Agency to the Redevelopment Agency of the City of Hayward ("Successor Agency") and the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC). TRC implemented the work pursuant to its contract with "Successor Agency" to collect and assess soil data to identify and remediate by excavation potential risks.

The first use for the site appears to have been as a baseball field with an associated dressing room, bleachers, and a grandstand, based on the 1923 Sanborn map. Site information prior to 1923 was unavailable from sources researched, but site use prior to 1923 likely was either undeveloped or agricultural land (TRC Lowney, 2006).

By 1947, the Luther Burbank School occupied the site. By 1956, additional (former) school buildings had been constructed on the southwest side of the site, and by 1957, the original school facility had been removed. Currently, the project site is currently undeveloped with all former structures removed.

Borings drilled at the neighboring New Burbank Elementary School, which is located southwest of the site, encountered vertically and laterally discontinuous lenses of clayey sand within a matrix of sandy and silty clay to approximately 96 fbg, which is believed to comprise the shallow water-bearing zone within the Newark Aquiclude. The depth to groundwater is approximately is approximately 40 fbg.

Shallow soil samples collected from locations southwest of the site in December 2005 indicated the presence of pesticides, arsenic, and lead at elevated concentrations. For this reason, and in support of a potential real estate transaction, additional soil sampling events were performed at the site in February and June 2006. Lead and arsenic concentrations exceeded the residential

California Human Health Screening Levels (CHHSLs) of 80 mg/kg and 0.07 mg/kg respectively. Background arsenic levels in the San Francisco bay area are known to exceed the residential CHHSL of 0.07 mg/kg. Elevated chlordane (pesticide) concentrations exceeded the CHHSL for residential use (430 µg/kg). Chlordane, lead, and arsenic have historically been used as pesticides. Generally, the analytical results of the deeper soil samples collected from 1 to 1.5 fbg indicated that shallow elevated concentrations attenuate rapidly with depth to concentrations acceptable for residential use.

The work performed as part of this PEA was implemented to further investigate the vertical and horizontal extent of impacted soil for potential COCs at the site, and excavate the impacted soil exceeding CHHSLs or background levels prior to a property transaction. In order to identify the extent of soil to excavate, two phases of field work were conducted. The initial phase included establishing a grid pattern across the entire site for sampling. This data would be used to screen for areas which would require excavation. The second phase involved additional sampling to pre-establish the lateral and vertical extent of the areas to be excavated.

Initially, a soil sampling grid was established across the entire site and soil samples were collected in March 2011 at 32 locations. A total of 11 locations, or cells, were identified for excavation in order to meet established residential CHHSLs (Lead and Chlordane) and background levels (arsenic).

To establish the lateral and vertical extent of the impacted soil in the 11 cells, additional soil samples were collected to pre-establish excavation areas and depths. This approach reduced the soil excavation phase to a single event, rather than the iterative and slow process of remobilizing excavation equipment between sampling events. This approach is particularly applicable in this case of shallow metal and pesticide impact, as these COCs are minimally mobile in soil.

Additionally, one concrete sample (G-33) was collected from the top surface of the transformer concrete pad, and one soil sample (I-11) was collected from beneath the concrete transformer pad. These samples were analyzed for polychlorinated biphenyls (PCBs) by method EPA Method 8082.

Based on a comparison of site data with published CHHSLs, the chemicals which exceed the CHHSLs are lead (CHHSL of 80 mg/kg), arsenic (CHHSL of 0.07 mg/kg) and chlordane (CHHSL of 430 µg/Kg). These three chemicals were historically used as pesticides and are the chemicals of concern (COCs) for the site. Cells which contained lead and/or chlordane were

laterally and vertically defined to concentrations below the residential CHHSLs prior to excavation and removal from the site. The CHHSL for arsenic (0.07 mg/kg) is problematic as background levels for arsenic in the region are generally two orders of magnitude higher. The intent for this project with respect to arsenic was to remove soil from the site until a statistical assessment of the data representing unexcavated soil (soil remaining onsite) would match or improve on the background concentrations established by LBNL.

TRC used the EPA software package PRO UCL version 4.1 to calculate a site-specific arsenic background level on data from soil that was left in place (not excavated). This calculation is analogous to the LBNL work. The site-specific data for soil left in place are consistent with background distributions presented in the LBNL report.

Potential exposure pathways for this site include direct contact, ingestion, and inhalation of soil and dust particles. Excavation of impacted soil mitigates these potential exposure pathways. Lead and chlordane impacted soil was excavated to below residential CHHSLs, and arsenic impacted soil was excavated to below background levels. This remedial effort reduced the risk to human health to the extent practical.

Approximately 100 tons of Class I Non-RCRA hazardous waste was disposed of at the Buttonwillow Landfill, located in Lokern, California. Approximately 1417 tons of Class II soil was disposed of as Alternate Daily Cover (ADC) at the Altamont Landfill, located in Livermore, California. Based on the results of this investigation and remediation, TRC concludes that no further assessment or remediation activities are warranted at the site. This conclusion is based on successfully removing impacted soil to below CHHSLs or background levels for the COCs.

1.0 INTRODUCTION

This Preliminary Endangerment Assessment (PEA) Report presents the results of a self-directed field investigation which included identifying and excavating impacted soil at a Hayward Successor Agency to the Redevelopment Agency of the City of Hayward (“Successor Agency”) owned facility, which is located at 353 B Street, Hayward California (APN 431-0024-001). The project site is bounded by B Street, C Street, Myrtle Street and Filbert Street in Hayward, California. A Site location map is shown in Figure 1.

This work has been performed pursuant to the Voluntary Clean-up Agreement (VCA) Docket Number HSA-VCA 12/13 053 between the “Successor Agency” and the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC). TRC implemented the work pursuant to its contract with the “Successor Agency” to assess soil data, and identify and excavate impacted-soil in support of a property transaction to develop the property for residential use.

This report is organized as follows:

- Relevant background information, including a description of the site, history, regional geology and hydrogeology, site geology and previous investigations, are discussed in Section 2.0.
- PEA objectives and scope of work, are presented in Section 3.0.
- Pre-assessment activities, including the underground service alert and utility search, and health and safety plan are presented in Section 4.0.
- Assessment activities, including soil sampling activities, are described in Section 5.0.
- Laboratory analysis is summarized in Section 6.0, including soil sample results and quality control laboratory analysis. Complete laboratory data are provided as a CD-ROM in Appendix A.
- Data evaluation, including a comparison of lead and chlordane data with California Human Health Environmental Screening Levels (CHHSLs), and arsenic data with background concentrations is provided in Section 7.0.
- Post-assessment activities, including soil disposal, are presented in Section 8.0.
- The site assessment findings are presented in Section 9.0.
- The conclusions and recommendations are presented in Section 10.0.

Please see the list of appendices for supplemental information.

2.0 BACKGROUND

2.1 *SITE HISTORY AND DESCRIPTION*

The first use for the site appears to have been as a baseball field with an associated dressing room, bleachers, and a grandstand, based on the 1923 Sanborn map. Site information prior to 1923 was unavailable from sources researched, but site use prior to 1923 likely was either undeveloped or agricultural land (TRC Lowney, 2006).

By 1947, the Luther Burbank School occupied the site. By 1956, additional (former) school buildings had been constructed on the southwest side of the site, and by 1957, the original school facility had been removed. The remainder of the site was utilized as a paved and grass play area. The southwest portion of the play area was paved, and the majority of the play area was utilized as a baseball field, and later two baseball fields. By 1959, a recreation center had been constructed along C Street; an additional recreation structure was present onsite by 1966. By 1997, two portable buildings were present in the southwest corner of the site. A day-care center also appears to have occupied the site by the late 1990s. Currently, the project site is currently undeveloped with all former structures removed.

The site is located at 353 B Street in Hayward, California in a mixed residential, industrial, and commercial area. It is bounded by B Street, C Street, Myrtle Street, and Filbert. The site was formerly owned by the Hayward Unified School District (HUSD), which purchased the property in 1956. Currently, the property is owned by the "Successor Agency". The vicinity map and site location map are presented as Figures 1 and 2.

Regional Geology and Hydrogeology

The site is located in the California Coast Range geomorphic province, which is characterized by northwest-trending hills and valleys that are sub-parallel to the San Andreas Fault system. Presently, the tectonic regime is dominantly translational, resulting in primarily right-lateral strike-slip movement along the faults in the San Andreas Fault system, including the nearby Hayward Fault east of the site.

Locally, a large Holocene alluvial-fan complex developed as a result of the combined flow of San Lorenzo and Ward Creeks. Sedimentary deposits associated with the fan vary compositionally according to distance from the active channel. Based on subsurface data collected, the site is

generally underlain by thin, laterally and vertically discontinuous layers of sand within a matrix of silt and clay.

According to the East Bay Plain Groundwater Basin Beneficial Use Evaluation Report (Regional Water Quality Control Board, June 1999), the site belongs to the San Lorenzo Sub-Area of the San Francisco Sub-Basin. According to an Environmental Impact Report for the East Bay Municipality District Bayside Groundwater Project (CH2M HILL, 2005), the shallow aquifer towards the south of the East Bay Plain exhibits characteristics of the Newark Aquifer, which extends from approximately 30 to 130 fbg. The Newark Aquifer increases in thickness moving east from the San Francisco Bay towards the Hayward Fault, ranging from 20 to 140 feet thick. The Newark Aquiclude overlies most of the Newark Aquifer, and consists of clays and silts. Discontinuous sand and gravel layers within the Newark Aquiclude comprise a shallow water-bearing zone. Groundwater reportedly flows in the Newark Aquifer from the east to west. The depth to groundwater is approximately 40 feet below grade (fbg). During development of this area, Sulfur Creek, which was located southwest of the site, was placed in a concrete-lined channel which acts as an underground culvert during the rainy season. Not only does the concrete lining act as a barrier for migration of water into and out of the channel, but groundwater exists at least 30 feet below the bottom of the channel. As such, infiltration or migration into Sulfur Creek is considered an incomplete pathway.

Site Geology

Borings drilled at the neighboring New Burbank Elementary School, which is located southwest of and is distinct from the project site, encountered vertically and laterally discontinuous lenses of clayey sand within a matrix of sandy and silty clay to approximately 96 fbg, which is believed to comprise the shallow water-bearing zone within the Newark Aquiclude. A thin layer of silty sand and sand extends across the site between approximately 96 and 100 fbg, overlying low permeability silts and clays. The depth to groundwater is approximately 40 fbg. The groundwater flow direction is to the west/southwest, toward San Francisco Bay, at gradients ranging from approximately 0.0004 to 0.0013, with higher gradients generally observed during the winter months (TRC, 2010).

2.2 PREVIOUS INVESTIGATIONS

As documented in the Remedial Action Workplan (RAW) (TRC Lowney, 2006), shallow soil samples were collected southwest of the project site in December 2005 (Figure 3). These samples indicated the presence of pesticides, arsenic, and lead at elevated concentrations. For this reason, and in support of a potential real estate transaction, additional soil sampling was performed at the site. In February 2006, 13 soil samples were collected at the project site to evaluate the possible presence of residual pesticides and pesticide-related metals. The soil sampling locations are shown on Figure 3 through Figure 6. Copies of the analytical reports and chain of custody documentation are presented in Appendix A. The analytical results for metals and pesticides are presented in Table 1 and 2 respectively.

Lead and arsenic concentrations exceeded the residential CHHSLs of 80 and 0.07 milligrams/kilograms (mg/kg) respectively. Background arsenic levels in the San Francisco bay area are known to be in excess of the residential CHHSL of 0.07 mg/kg. For pesticides, the results indicated elevated chlordane concentrations which exceeded the CHHSL for residential use (430 µg/kg). Chlordane, lead, and arsenic have historically been used as pesticides.

In June 2006, 13 additional surface soil samples and two samples from the depth interval of 1 to 1.5 foot below grade (fbg) were collected to evaluate the extent of contamination along the former perimeter fence lines and school buildings. The locations are shown on Figures 3 through 6. Specifically, the surface samples were collected to determine the lateral extent of impact at the initial sample locations, and the 1 to 1.5 foot samples were collected to determine the vertical extent of contamination at initial locations. The samples were analyzed for organochlorine pesticides, lead, and/or arsenic, depending upon previously identified COCs. Copies of the analytical reports and chain of custody documentation are presented in Appendix A. The analytical results are shown on Tables 1 and 2. For pesticides, total chlordane (which at the time was calculated as the sum of the analytical results for chlordane, alpha-chlordane, and gamma-chlordane) were reported above the current residential CHHSL (430 µg/km). Lead and arsenic concentrations also exceeded the residential CHHSLs of 80 mg/kg and 0.07 mg/kg respectively. Generally, the analytical results of the deeper soil samples collected from 1 to 1.5 fbg indicated that shallow elevated concentrations attenuate rapidly with depth to concentrations acceptable for residential use.

3.0 SCOPE OF WORK

This section provides an overview of the scope of work performed as part of this PEA. The work was implemented to further investigate the vertical and horizontal extent of impacted soil for potential COCs at the project site, and excavate the impacted soil exceeding CHHSLs or background levels prior to a property transaction. In order to identify the extent of soil to excavate, two phases of field work were conducted. The initial phase included establishing a grid pattern across the entire site for sampling. This data would be used to screen for areas which would require excavation. The second phase involved additional sampling to establish the lateral and vertical extent of the areas to be excavated.

Based on historical soil sampling data collected at the site in 2005 and 2006, shallow soil was believed to be impacted at specific locations. The COCs included chlordane, arsenic, and lead, as previous data for these COCs exceeded the CHHSLs. In order to properly assess the entire property in a conservative manner, a soil sampling grid was established across the entire site, and soil samples were collected in March 2011 at 32 locations (S-1 to S-32) at depths of up to 1.5 fbg (Figures 3-6). These samples were analyzed for CAM 17 metals (EPA Method 6010B), mercury (EPA Method 7471A), and pesticides (EPA Method 8081A). Based on an assessment of all the data collected up to that time, a total of 11 locations, herein referred to as 11 cells, were identified for excavation in order to meet established residential CHHSLs (lead and chlordane) and background levels (arsenic).

To establish the lateral and vertical extent of the impacted soil in the 11 cells, additional soil samples were collected to pre-establish excavation areas and depths. This approach reduced the soil excavation phase to a single event, rather than the iterative and slow process of remobilizing excavation equipment between sampling events. This approach is particularly applicable in this case of shallow metal and pesticide impact, as these COCs are minimally mobile in soil. Once the vertical and lateral extent of the 11 cells was defined, the soil in all 11 cells was excavated, and temporarily staged onsite pending profiling and acceptance in an appropriate landfill.

Additionally, one concrete sample (G-33) collected from the top surface of the transformer concrete pad, and one soil sample (I-11) was collected from beneath the concrete transformer pad. These samples were analyzed for polychlorinated biphenyls (PCBs) by method EPA Method 8082.

4.0 PRE ASSESSMENT ACTIVITIES

4.1 HEALTH AND SAFETY PLAN

A Health and Safety Plan was established to designate the responsibilities, requirements, and procedures for the protection of personnel while performing activities at the above-referenced site. This site-specific plan conformed to the TRC Corporate Health and Safety Plan, Hazard Communication Program, and Injury and Illness Prevention Program (IIPP).

During site work, the use of proper health and safety procedures, in accordance with applicable California Occupational Safety and Health Administration (Cal-OSHA) regulations, was administered.

4.2 STORMWATER POLLUTION PREVENTION PLAN

Stormwater Pollution Prevention Plans (SWPPP) are prepared in accordance with the provisions of the State Water Resources Control Board Water Quality Order 2009-0009-DWQ for National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 (Waste Discharge Requirements for Discharges of Storm Water Associated with Construction Activity). As the total surface area of the 11 cells to be excavated was less than 1 acre, a General Permit was not required. As the construction activities of soil excavation, stockpiling, loading and transport nonetheless had the potential to contribute sediment to storm water discharges, best management practices (BMPs) were implemented in accordance with SWPPP guidelines.

The BMPs implemented during this project included:

- Preservation of existing vegetation – A large portion of the site is currently covered with grass. An effort was made to keep this grass intact to prevent water and wind erosion.
- Geotextiles and mats– After the excavation was completed the excavation floor and walls were lined with straw mats to provide ongoing erosion protection.
- Fiber rolls – Fiber rolls were placed across sheet flow paths in the disturbed area, around the site perimeter near the excavations, and around soil stockpiles.
- Wind erosion control – A water truck was operated during excavation and hauling activities to reduce windborne dust.

- Water conservation practices – Water was used only as needed for dust control during grading operations, and not to an extent that a surface flow would be created.
- Stockpile management – A fiber roll sediment barrier was placed around all stockpiles of soil. Stockpiles were covered to minimize wind erosion.

5.0 ASSESSMENT ACTIVITIES

The assessment activities conducted during this investigation included three phases: grid pattern soil sampling to identify, or screen, for impacted areas generally, additional sampling to identify the extent of the impacted area, and transformer pad sampling.

5.1 *Grid Pattern Sampling*

As previously presented (Section 3.0), historical soil sampling data collected at the project site in 2005 and 2006 indicated that shallow soil was impacted above established CHHSLs at depths of up to 1 fbg in select areas for chlordane, arsenic, and lead. These COCs have been used historically as pesticides. In order to properly assess the entire property in a conservative manner, a soil sampling grid was established across the entire site. Soil samples were collected in March 2011 according to the grid pattern at 32 locations (S-1 to S-32) at depths of up to 1.5 fbg. These samples were analyzed for CAM 17 metals (EPA Method 6010B), mercury (EPA Method 7471A), and pesticides (EPA Method 8081A). Based on an assessment of all the data collected up to that time, a total of 11 cells (Figure 3 through 6), were identified for excavation in order to meet established residential CHHSLs (lead and chlordane) and background levels (arsenic). The COC associated with each of the cells is presented below.

COCs	Cell Identification										
	1	2	3	4	5	6	7	8	9	10	11
Lead	X	X	X	X	X	X	X	X	X	X	X
Arsenic	X			X		X					
Chlordane									X		X

Based on the sampling grid pattern, soil sampling locations were covered with concrete, asphalt, or grass. The use of a core drill was used when appropriate to cut through concrete or asphalt, after which a hand auger was used to collect depth-discrete soil samples. The Standard Operating Procedures (SOPs) for hand auger soil sampling is presented as Appendix B.

Once the cells were identified, the second phase was implemented to define the vertical and lateral extent of the cells for excavation.

5.2 *Additional Sampling*

To establish the lateral and vertical extent of the impacted soil in the 11 cells, additional soil samples were collected to pre-establish excavation areas and depths. This approach reduced the soil excavation phase to a single event, rather than the iterative and slow process of remobilizing excavation equipment between sampling events. This approach is particularly applicable in this case of shallow metal and pesticide impact, as these COCs are minimally mobile in soil. Once the vertical and lateral extent of the 11 cells was defined, the soil in all 11 cells was excavated, and temporarily staged onsite pending profiling and acceptance in an appropriate landfill.

In order to define the vertical and lateral extent of the cells while minimizing the volume of soil to be excavated, there were a total of six separate soil sampling events conducted in 2012. The sample series names, dates and number of samples collected are presented below.

Sample Series Name	Dates	Number of Samples collected
D Series	02/7-8/12	33
E-Series	2/17/2012	9
F-Series	2/28/2012	29
G-Series	3/2/2012	33
H-Series	3/7/2012	8
I-Series	11/6-26/12	11

These samples were analyzed for the COCs as identified during previous sampling events.

5.3 *Transformer Pad Sampling*

A former transformer pad was identified on the property near the corner of Filbert Street and C Street (southwest corner of the property). There were no stains identified on the pad. As a conservative measure, concrete sample G-33 was collected from the top surface of the transformer concrete pad, and soil sample I-11 was collected immediately beneath the concrete transformer pad after it was removed. These samples were analyzed for polychlorinated biphenyls (PCBs) by method EPA Method 8082. These results are presented in Table 3.

6.0 SOIL LABORATORY ANALYSIS

Soil samples collected during this and previous investigations were submitted to the state certified laboratories for analysis. Copies of official laboratory reports for samples are included on CD-R in Appendix A. Samples collected before 2007 were analyzed by Torrent Laboratory, Inc. of Milpitas, California. All subsequent analyzes were performed by Test America, in Pleasanton, California.

The following are the analytical protocols used for soil and quality control analysis:

- CAM 17 metals - antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc (EPA Method 6010B), and mercury (EPA Method 7471A)
- Organochlorine pesticides (EPA Method 8081A)
- Polychlorinated Biphenyls (PCBs) by method EPA Method 8082.

Laboratory reports include detection summaries, quality control (QC) results, QC association summaries, certification summaries, and chains of custody.

7.0 DATA ANALYSIS

In order to determine the COCs at the site, and whether impacted soil poses a potential risk to humans associated with the future residential use of the property, site-specific data were evaluated and compared to the California Human Health Screening Levels (CHHSLs). CHHSLs are concentrations of hazardous chemicals in soil that the California Environmental Protection Agency (Cal/EPA) considers to be below thresholds of concern for risks to human health. The CHHSLs were developed by the Office of Environmental Health Hazard Assessment (OEHHA) on behalf of Cal/EPA. The thresholds of concern used to develop the CHHSLs are an excess lifetime cancer risk of one-in-a-million (10^{-6}) and a hazard quotient of 1.0 for noncancer health effects. The CHHSLs were developed using standard exposure assumptions and chemical toxicity values published by the U.S. Environmental Protection Agency (USEPA) and Cal/EPA. The CHHSLs were used to not only identify the COCs at the site, but also to identify the soil that needed to be excavated, to leave only soil at the site that is protective of human health, or at/below background levels.

7.1 *Lead and Chlordane*

Based on a comparison of site data with published CHHSLs as presented in Tables 1 through 3, the chemicals which exceed the CHHSLs and therefore comprise the COCs are lead (CHHSL of 80 mg/kg), arsenic (CHHSL of 0.07 mg/kg) and chlordane (CHHSL of 430 μ g/kg). These three chemicals were historically used as pesticides. Cells which contained lead and/or chlordane were laterally and vertically defined to concentrations below the residential CHHSLs prior to excavation and removal from the site.

7.2 *Arsenic*

The CHHSL for arsenic (0.07 mg/kg) is problematic as background levels of arsenic in the region are generally two orders of magnitude higher. As presented in the "Analysis of Background Distributions of Metals in the Soil at Lawrence Berkeley National Laboratory (LBNL)" (Cal-EPA 2009), metal concentrations from samples collected at the Ernest Orlando LBNL in the Berkeley/Oakland Hills of Alameda County, California were statistically assessed to determine a background value. The statistical calculation for the arsenic background concentration for the 95 percent UCL for the LBNL was 17 mg/kg. The intent for this project with respect to arsenic was to remove soil from the site until a statistical assessment of the data

representing unexcavated soil (soil remaining onsite) would match or improve on the background concentrations established by LBNL.

TRC used the EPA software package PRO UCL version 4.1 to calculate a site-specific arsenic background level on data from soil that was left in place (not excavated). This calculation is analogous to the LBNL work. As detailed in the table below, our site-specific data for soil left in place are consistent with background distributions presented in the LBNL report.

Arsenic Statistical Analysis		
	Burbank Elementary School	LBNL Background Metals Report
Samples	80	1397
Detections	64	1210
Detection %	80%	87%
Min	3.6	0.3
Max	42	42
Median	7.9	4.8
Average	9.6	5.5
St Dev	7.2	5.4
95% UCL	9.9	17
99% UCL	10.6	28

The 95% UCL of the mean is the statistical measure typically used to confirm that site-specific data achieve a health-based concentration limit. The ProUCL printouts for the 95% and the 99% estimates for site-specific data are attached as Appendix C. As presented in the table above, the statistical calculation for the arsenic background concentration for the 95 percent UCL for the site was 9.9 mg/kg.

Of further interest are the maximum arsenic concentrations in each of the data sets, which are both 42 mg/kg. As presented in Appendix C, there are only five site-specific data points with a concentration above 17 mg/kg (which is the LBNL 95% UCL for arsenic), which remain at the site as follows:

BS-26	(42 mg/kg; located just north of Cell 4) – property line/public-right-of-way
BS-31	(41 mg/kg; located just west of Cell 6) – property line/public-right-of-way
BS-32	(23 mg/kg; located in the sidewalk west of Cell 10) – public-right-of-way
I-8	(20 mg/kg; located onsite on north side of Cell 10) - Onsite
S-12	(18 mg/kg; located between in southwest corner of Figure 6) - Onsite

Despite the conservative inclusion of the first three data points (BS-26, BS-31, and BS-32) which could not be excavated as they are located either at or beyond the property line, the statistically calculation for 95% UCL for the property is 9.9 mg/kg, which is lower than the LBNL.

7.3 *Exposure Pathways*

An exposure assessment is the process of identifying potential receptor exposure to a chemical in the environment. The exposure assessment may consider both human and ecological receptors. As the area surrounding the subject property has been significantly developed and no wetlands or sensitive ecological habitats are located in the vicinity of the site, this evaluation focuses exclusively on potential human exposures.

Exposure pathways are identified based on consideration of the sources, releases, types, and locations of chemicals at the site, the environmental fate of chemicals, and the location and activities of potentially exposed populations (USEPA, 1989).

For a complete exposure pathway to exist, the following elements must be present:

- A source or mechanism for chemical release,
- An environmental transport medium,
- A point of human exposure with the medium, and
- A route of exposure.

An incomplete exposure pathway is one that does not result in potential human exposure and, therefore, does not result in a significant risk. If a complete exposure pathway is identified, potential exposures may be assessed and risk evaluation performed or the exposure pathway may be eliminated through remedial measures or other engineering and administrative controls.

Potential exposure pathways for this site include direct contact, ingestion, and inhalation of soil and dust particles. Excavation of impacted soil mitigates these potential exposure pathways. Based on the assessments presented above, lead and chlordane impacted soil was excavated to below residential CHHSLs, and arsenic impacted soil was excavated to below background levels. This remedial effort has reduced the risk to human health to the extent practical.

Pathways that do not exist, are not relevant to the subject property, or have a low potential of exposure were excluded from further consideration and were not evaluated. As the depth to groundwater at the site is 40 fbg, the risk of groundwater impact is considered negligible as the depth of impacted soil is 1 fbg. During development of this area, Sulfur Creek, which was located southwest of the site, was placed in a concrete-lined channel which acts as an underground culvert during the rainy season. Not only does the concrete lining act as a barrier for passage of water into and out of the channel, but groundwater exists at least 30 feet below the bottom of the channel. There are no terrestrial and aquatic habitats to protect, rendering potential erosion of contaminated soils and subsequent runoff into a nearby wetland, stream or other aquatic habitat as unlikely. There are no odor or staining nuisance issues to address.

8.0 POST ASSESSMENT ACTIVITIES

8.1 *Soil Excavation, Stockpiling/Profiling and Transport/Disposal*

Based on the lateral and vertical definition achieved in Cells 1 through 11, all soil which contained lead and chlordane in excess of the residential CHHSLs, and all soil which contained arsenic far in excess of published background levels, was excavated, stockpiled, and profiled for disposal. The depth of the excavation in each of the 11 cells was 1 fbg. This remedial effort resulted in approximately 1,000 cubic yards of soil which was excavated and stockpiled onsite. After profiling and acceptance at appropriate landfills, the following tons of soil were removed from the site:

- Approximately 100 tons of Class I Non-RCRA hazardous waste was disposed of at the Buttonwillow Landfill, located in Lokern, California.
- Approximately 1417 tons of Class II soil was disposed of as Alternate Daily Cover (ADC) at the Altamont Landfill, located in Livermore, California.

The Generator's copy of the hazardous waste manifests, as well as a table summarizing the loads disposed of as non-hazardous waste are included as Appendix D.

9.0 FINDINGS

Based on a comparison of site data with published CHHSLs as presented in Tables 1 through 3, the chemicals which exceed the CHHSLs and are, therefore, the COCs are lead (CHHSL of 80 mg/kg), arsenic (CHHSL of 0.07 mg/kg) and technical chlordane (CHHSL of 430 µg/kg). These three chemicals were historically used as pesticides. Cells which contained lead and/or chlordane were laterally and vertically defined to concentrations below the residential CHHSLs prior to excavation and removal from the site.

The CHHSL for arsenic (0.07 mg/kg) is problematic as background levels of arsenic in the region are generally two orders of magnitude higher than the arsenic CHHSL. The statistical calculation for the arsenic background concentration for the 95 percent UCL for a regional study at LBNL was 17 mg/kg. TRC used the EPA software package PRO UCL version 4.1 to calculate a site-specific arsenic background level on data from soil that was left in place (not excavated). The site-specific data, which yield a 95% UCL of 9.9 mg/kg, are consistent with background distributions presented in the LBNL report.

All excavated soil was properly disposed of offsite.

10.0 CONCLUSIONS and RECOMMENDATIONS

All soil which contained lead and chlordane in excess of the residential CHHSLs, and all soil which contained arsenic in excess of published background levels, was excavated and disposed of offsite. This remedial activity has mitigated the potential exposure pathways which included direct contact, ingestion, and inhalation of soil particles and dust, and has reduced the risk to human health to the extent practical.

Based on the results of this investigation, TRC concludes that no further assessment or remediation activities are warranted at the site.

11.0 REFERENCES

California Regional Water Quality Control Board, June 1999. East Bay Plain Groundwater Basin Beneficial Use Evaluation Report, Alameda and Contra Costa Counties, California.

California Regional Water Quality Control Board, May 2008. Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater.

TRC, February 14, 2007. Removal Action Completion Report, Proposed New Burbank School, Hayward, California.

TRC, April 12, 2007a. Removal Action Completion Report Addendum, Proposed New Burbank School, Hayward, California.

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TRC, December 5, 2007c. FINAL Operations and Maintenance Plan, New Burbank Elementary School, Hayward, California.

TRC, August 15, 2008. Second Quarter 2008 Groundwater Monitoring and Well Installation Report, New Burbank Elementary School, Hayward, California.

TRC, October 9, 2008. Workplan for the Additional Evaluation of Groundwater Quality, New Burbank Elementary School, Hayward, California.

TRC, August 6, 2009. Additional Evaluation of Groundwater Quality, New Burbank Elementary School, Hayward, California.

TRC, April 6, 2010. Addendum to the Additional Evaluation of Groundwater Quality, New Burbank Elementary School, Hayward, California.

TABLES

Table 1
Analytical Results - Metals
 Burbank School
 Hayward, CA

SAMPLE ID	SAMPLE DEPTH	SAMPLE DATE	mg/kg										mg/kg					Mercury
			Antimony	Arsenic	Barium	Beryllium	Cadmium	Chromium	Cobalt	Copper	Lead	Molybdenum	Nickel	Selenium	Silver	Thallium	Vanadium	
CHHSLs			30	0.07	5,200	16	1.7	1.0E+05	660	3,000	80	380	1,600	380	530	23,000	7471A	
BS-4B ^b	0-0.5'	12/21/05															18	
BS-4C ^b	0-0.5'	06/08/06																
BS-22 ^a	0-0.5'	02/16/06		5.2							120						1.2	
BS-23-1	1-1.5'	02/17/12		4.4							100						1.1	
BS-24 ^b	0-0.5'	02/16/06		10							16						0.3	
BS-25 ^a	0-0.5'	02/16/06		12							150						0.22	
BS-26	0-0.5'	02/16/06		4.2							140						0.3	
BS-26	1-1.5'	06/08/06		4.2							7.2							
BS-26B	0-0.5'	06/08/06		4.5							73							
BS-27 ^b	0-0.5'	02/16/06		3.6							44						<0.2	
BS-28 ^a	0-0.5'	02/16/06		17							85						<0.2	
BS-28-1	1-1.5'	02/17/12		4.5							14							
BS-28B ^a	0-0.5'	06/08/06		5														
BS-29	0-0.5'	02/16/06		6.8							21							
BS-30	0-0.5'	02/16/06		15							98						0.3	
BS-30A ^b	0-0.5'	06/08/06		60													0.22	
BS-30B	0-0.5'	06/08/06		6														
BS-31 ^b	0-0.5'	02/16/06		41							150						<0.2	
BS-31A ^b	0-0.5'	06/08/06		50							190						<0.2	
BS-31B ^a	0-0.5'	06/08/06		9.4							84							
BS-32 ^b	0-0.5'	02/16/06		19							460							
BS-32	1-1.5'	06/08/06		23							11						0.27	
BS-32A ^b	0-0.5'	06/08/06		25							240							
BS-32B ^a	0-0.5'	06/08/06		17							130							
BS-33 ^a	0-0.5'	02/16/06		17							120						<0.2	
BS-33-1 ^a	1-1.5'	02/17/12									6.1							
BS-33A ^a	0-0.5'	06/08/06		7.4							21							
BS-34	0.5-1'	02/17/06		4							62						<0.2	
BS-35 ^b	0-0.5'	08/06/06		6.6							40						0.43	
D-1-0'	0-0.5'	02/07/12		11							2.1							
D-2-0'	0-0.5'	02/07/12		6.5							40							
D-3-0'	0-0.5'	02/07/12		5.3							11							
D-4-0'	0-0.5'	02/08/12									2.1							
D-5-0'	0-0.5'	02/08/12									6.5							
D-6-0'	0-0.5'	02/08/12									4.3							
D-7-1'	1-1.5'	02/08/12									8.1							
D-8-0' ^a	0-0.5'	02/07/12		6.1							79							
D-9-0' ^a	0-0.5'	02/07/12		5.7							110							
D-10-0' ^a	0-0.5'	02/07/12		6.8							85							
D-11-0'	0-0.5'	02/07/12		<4							15							
D-12-0'	0-0.5'	02/07/12		6.1							26							
D-13-0'	0-0.5'	02/07/12		5.8							17							
D-14-0'	0-0.5'	02/07/12		9.2							32							
D-14-1'	1-1.5'	02/07/12									5.2							
D-15-0'	0-0.5'	02/07/12		12							51							
D-16-1'	1-1.5'	02/07/12		5							9.7							

Table 1
Analytical Results - Metals
 Burbank School
 Hayward, CA

SAMPLE ID	SAMPLE DEPTH	SAMPLE DATE	mg/kg										mg/kg						Mercury 7471A mg/kg
			Antimony	Arsenic	Barium	Beryllium	Cadmium	Chromium	Cobalt	Copper	Lead	Molybdenum	Nickel	Selenium	Silver	Thallium	Vanadium	Zinc	
			30	0.07	5,200	16	1.7	1.0E+05	660	3,000	80	380	1,600	380	530	23,000	18		
D-17-0 ^a	0-0.5'	02/07/12	7.7																
D-18-0 ^a	0-0.5'	02/07/12	6.3							97									
D-19-0 ^a	0-0.5'	02/07/12	6.7							100									
D-20-0 ^a	0-0.5'	02/07/12	7.1							92									
D-21-0'	0-0.5'	02/08/12	12							110									
D-22-0'	0-0.5'	02/08/12	9.8							58									
D-23-0'	0-0.5'	02/08/12	3.6							46									
D-24-0'	0-0.5'	02/08/12	<3.8							2.3									
D-25-0'	0-0.5'	02/08/12	5.2							2.7									
D-26-1'	1-1.5'	02/08/12	<3.8							15									
D-27-0'	0-0.5'	02/08/12	9.8							6.5									
D-28-0'	0-0.5'	02/08/12	4.5							3									
D-28-1'	1-1.5'	02/08/12	7.9							30									
D-29-0'	0-0.5'	02/08/12	6.2							17									
D-30-1'	0-0.5'	02/08/12	<4.0							21									
D-31-0'	0-0.5'	02/08/12	7.9							9.7									
E-1-0'	0-0.5'	02/17/12								3.5									
E-2-0'	0-0.5'	02/17/12								19									
E-3-0'	0-0.5'	02/17/12								18									
E-3-1'	1-1.5'	02/17/12								52									
E-4-0'	0-0.5'	02/17/12								40									
E-5-0 ^a	0-0.5'	02/17/12								110									
E-6-0'	0-0.5'	02/17/12								79									
E-7-0	0-0.5'	02/17/12								5.2									
E-8-0 ^a	0-0.5'	02/17/12								160									
F-01-0 ^a	0-0.5'	02/28/12	44							55									
F-02-0 ^a	0-0.5'	02/28/12								420									
F-03-0	0-0.5'	02/28/12								22									
F-04-0	0-0.5'	02/28/12								9.7									
F-05-0	0-0.5'	02/28/12								17									
F-06-0	0-0.5'	02/28/12								19									
F-07-0	0-0.5'	02/28/12	16							12									
F-08-0	0-0.5'	02/28/12	9.8							38									
F-09-0	0-0.5'	02/28/12	9							13									
F-10-0	0-0.5'	02/28/12								20									
F-11-0	0-0.5'	02/28/12								26									
F-12-0 ^a	0-0.5'	02/28/12								100									
F-13-0	0-0.5'	02/28/12	11							74									
F-14-0	0-0.5'	03/02/12	9.3							15									
F-15-0 ^a	0-0.5'	02/28/12								120									
F-16-1	1-1.5'	02/28/12								20									
F-17-0	0-0.5'	02/28/12								64									
F-18-0 ^a	0-0.5'	02/28/12								95									
F-19-0	0-0.5'	02/28/12								20									
F-20-0	0-0.5'	02/28/12								2.7									
F-20-0.5	0.5-1'	02/28/12								14									
F-21-0	0-0.5'	02/28/12								9.4									
F-21-0.5	0.5-1'	02/28/12								6.1									

Table 1
Analytical Results - Metals
 Burbank School
 Hayward, CA

SAMPLE ID	SAMPLE DEPTH	SAMPLE DATE	mg/kg										mg/kg										Mercury 7471A mg/Kg 18
			Antimony	Arsenic	Barium	Beryllium	Cadmium	Chromium	Cobalt	Copper	Lead	Molybdenum	Nickel	Selenium	Silver	Thallium	Vanadium	Zinc					
			EPA Method 6010B										EPA Method 6010B										
CHHSIs			30	0.07	5,200	16	1.7	1.0E+05	660	3,000	80	380	1,600	380	530	23,000							
F-22-0 ^a	0-0.5'	02/28/12																					
F-22-0.5 ^a	0.5-1'	02/28/12								810													
F-23-0	0-0.5'	02/28/12								300													
F-24-0	0-0.5'	02/28/12								6.3													
F-25-0	0-0.5'	02/28/12								14													
F-26-0	0-0.5'	02/28/12								5													
G-01-0	0-0.5'	03/02/12		5.8						7.5													
G-02-0	0-0.5'	03/02/12		<3.8						38													
G-03-0	0-0.5'	03/02/12		<3.9						7.7													
G-04-0	0-0.5'	03/02/12		10						11													
G-05-0	0-0.5'	03/02/12		13						9.1													
G-06-0 a	0-0.5'	03/02/12		7.6						92													
G-07-1	1.0-1.5'	03/02/12		<3.8						23													
G-08-0	0-0.5'	03/02/12								20													
G-09-0	0-0.5'	03/02/12								46													
G-10-0	0-0.5'	03/02/12								76													
G-11-0	0-0.5'	03/02/12								14													
G-12-0	0-0.5'	03/02/12								64													
G-13-0 ^a	0-0.5'	03/02/12								98													
G-14-0	0-0.5'	03/02/12								81													
G-15-0	0-0.5'	03/02/12								5.9													
G-16-1	1.0-1.5'	03/02/12								8.6													
G-17-0	0-0.5'	03/02/12		4.9						17													
G-18-1	1.0-1.5'	03/02/12		4.5						6.5													
G-19-0	0-0.5'	03/02/12								58													
G-20-0	0-0.5'	03/02/12								65													
G-21-0 ^a	0-0.5'	03/02/12								110													
G-22-0 ^a	0-0.5'	03/02/12								120													
G-23-0	0-0.5'	03/02/12								<2.0													
G-24-0	0-0.5'	03/02/12								6.7													
G-25-1	1.0-1.5'	03/02/12								5.6													
G-26-0	0-0.5'	03/02/12								40													
G-27-0	0-0.5'	03/02/12								11													
G-28-0	0-0.5'	03/02/12								43													
G-29-1	1.0-1.5'	03/02/12								5.5													
G-30-0	0-0.5'	03/02/12								13													
G-31-0	0-0.5'	03/02/12								5.8													
G-32-0	0-0.5'	03/02/12								13													
G-33-0	0-0.5'	03/02/12								18													
H-1-0	0-0.5'	03/07/12								19													
H-2-0	0-0.5'	03/07/12								43													
H-3-0	0-0.5'	03/07/12								28													
H-8-0	0-0.5'	03/07/12								36													
H-9-0	0-0.5'	03/07/12								13													
H-10-0	0-0.5'	03/07/12								43													
H-11-0	0-0.5'	03/07/12								47													
H-24-0	0-0.5'	11/06/12		10						21													
I-1-0	0-0.5'	11/06/12		13						22													
I-2-1	1.0-1.5'	11/06/12								6.7													
I-3-1	1.0-1.5'	11/06/12								34													
I-4-1	1.0-1.5'	11/06/12																					

Table 1
Analytical Results - Metals
 Burbank School
 Hayward, CA

SAMPLE ID	SAMPLE DEPTH	SAMPLE DATE	mg/kg														7471A			
			Antimony	Arsenic	Barium	Beryllium	Cadmium	Chromium	Cobalt	Copper	Lead	Molybdenum	Nickel	Selenium	Silver	Thallium	Vanadium	Zinc	Mercury	
			30	0.07	5,200	16	1.7	1.0E+05	660	3,000	80	380	1,600	380	380	5	530	23,000	18	
		CHHSLS																		
I-5-1	1.0-1.5'	11/06/12		9.8																
I-6-1	1.0-1.5'	11/06/12									7.3									
I-7-1	1.0-1.5'	11/06/12		16							9.7									
I-8-0	0-0.5'	11/06/12		20							23									
I-9-1	1.0-1.5'	11/06/12		9							14									
I-10-0	0-0.5'	11/06/12		7.6							13									
I-11-0	0-0.5'	11/26/12									52									
S-01-0	0-0.5'	03/30/11	<1.9	5.6	110	<0.38	<0.47	31	11	35	20	<1.9	31	<3.8	<0.94	<1.9	64	63	0.088	
S-02-0	0-0.5'	03/30/11	<1.9	<3.7	5.6	<0.37	<0.46	160	21	50	<1.9	<1.9	81	<3.7	<0.93	<1.9	23	10	0.031	
S-03-0	0-0.5'	03/30/11	<1.9	<3.9	21	<0.39	<0.49	77	14	51	2.4	<1.9	53	<3.9	<0.97	<1.9	19	12	0.13	
S-04-0 ^a	0-0.5'	03/30/11	<2	5.7	340	<0.4	0.64	37	9.4	41	180	<2	31	<4	<1	<2	33	220	0.15	
S-04-0.5 ^a	0.5-1'	03/30/11									140									
S-05-0	0-0.5'	03/30/11	<1.8	3.6	90	<0.36	<0.45	20	9.8	20	21	<1.8	19	<3.6	<0.9	<1.8	56	54	0.16	
S-06-0	0-0.5'	03/30/11	<1.9	<3.7	39	<0.37	<0.46	73	22	83	<1.9	<1.9	47	<3.7	<0.93	<1.9	47	15	0.063	
S-07-0	0-0.5'	03/30/11	<1.8	<3.6	8.5	<0.36	<0.45	170	25	13	<1.8	<1.8	110	<3.6	<0.89	<1.8	9.9	9.4	0.024	
S-08-0	0-0.5'	03/30/11	<1.8	5.7	65	<0.37	<0.46	72	16	63	25	<1.8	65	<3.7	<0.92	<1.8	25	58	0.14	
S-09-0	0-0.5'	03/30/11	<1.7	5.4	69	<0.34	<0.42	23	8.2	16	5.7	<1.7	40	<3.4	<0.85	<1.7	26	35	0.043	
S-10-0	0-0.5'	03/30/11	<1.8	4.4	69	<0.37	<0.46	20	6.3	23	21	<1.8	25	<3.7	<0.92	<1.8	22	80	0.037	
S-11-0	0-0.5'	03/30/11	<1.7	7.9	120	0.44	<0.46	31	6.6	19	9.8	<1.7	8.7	<3.5	<0.87	<1.7	21	60	0.047	
S-12-0	0-0.5'	03/30/11	<2	9.1	140	0.41	<0.49	29	10	27	33	<2	33	<3.9	<0.98	<2	41	91	0.15	
S-13-0	0-0.5'	03/30/11	<2	9.6	120	0.78	<0.5	42	9.8	35	34	<2	34	<4	<0.99	<2	36	170	0.16	
S-14-0	0-0.5'	03/30/11	<1.8	4.4	100	0.42	<0.45	29	6	23	32	<1.8	25	<3.6	<0.89	<1.8	21	86	0.092	
S-15-0	0-0.5'	03/30/11	<2	<3.9	90	0.4	<0.49	29	5.3	23	52	<2	18	<3.9	<0.98	<2	26	120	0.21	
S-16-0 ^a	0-0.5'	03/30/11									87									
S-16-0.5	0.5-1'	03/30/11									12									
S-17-0	0-0.5'	03/30/11	<1.8	4.7	160	<0.36	<0.45	17	8.5	19	8.3	<1.8	20	<3.6	<0.91	<1.8	38	50	0.084	
S-18-0	0-0.5'	03/30/11	<1.7	<3.5	57	<0.35	<0.43	26	5.2	12	13	<1.7	30	<3.5	<0.87	<1.7	18	46	0.086	
S-19-0	0-0.5'	03/30/11	<2	5.3	150	<0.39	<0.49	25	12	27	9.8	<2	28	<3.9	<0.98	<2	45	51	0.072	
S-20-0 ^a	0-0.5'	03/30/11	<1.7	4.2	90	<0.35	<0.43	19	14	67	11	<1.7	15	<3.5	<0.87	<1.7	130	110	0.15	
S-21-0	0-0.5'	03/30/11	<1.8	8.2	80	0.43	<0.45	31	8.3	33	59	<1.8	20	<3.6	<0.9	<1.8	50	120	0.19	
S-21-0.5	0.5-1'	03/30/11									65									
S-22-0	0-0.5'	03/30/11	<1.8	5.4	91	0.66	<0.45	43	9.2	38	36	<1.8	22	<3.6	1.2	<1.8	56	120	0.25	
S-23-0	0-0.5'	03/30/11	<1.8	<3.6	64	<0.36	<0.45	16	5.1	17	23	<1.8	17	<3.6	<0.9	<1.8	27	180	0.12	
S-24-0	0-0.5'	03/30/11	<1.7	9.7	100	<0.35	<0.43	11	11	47	76	<1.7	10	<3.5	<0.87	<1.7	88	170	5.4	
S-24-0.5	0.5-1'	03/30/11									18									
S-25-0	0-0.5'	03/30/11	1.8	9	180	<0.35	<0.43	15	10	39	9.8	<1.7	22	<3.5	<0.87	<1.7	25	55	0.15	
S-26-0	0-0.5'	03/30/11	<1.7	7.2	180	<0.34	<0.43	38	9.7	37	19	<1.7	37	<3.4	<0.86	<1.7	44	61	0.096	
S-27-0	0-0.5'	03/30/11	<1.9	5.7	220	<0.37	<0.47	24	9	28	7.1	<1.9	30	<3.7	<0.93	<1.9	32	100	0.12	
S-28-0 ^a	0-0.5'	03/30/11	<2	27	160	<0.39	0.59	51	16	42	96	<2	46	<3.9	<0.98	<2	79	120	0.13	
S-28-0.5 ^a	0.5-1'	02/17/12									46									
S-28-1	1-1.5'	02/07/12		4.5							31									
S-29-0 ^a	0-0.5'	03/30/11	<1.9	20	170	<0.37	<0.47	35	9.7	25	55	2.3	35	<3.7	<0.93	<1.9	40	97	0.15	
S-29-0.5 ^a	0.5-1.0'	08/25/11									120									
S-29-1	1-1.5'	02/17/12		<3.8							<1.9									

Table 1
Analytical Results - Metals
 Burbank School
 Hayward, CA

SAMPLE ID	SAMPLE DEPTH	SAMPLE DATE	EPA Method 6010B														Mercury mg/Kg		
			Antimony	Arsenic	Barium	Beryllium	Cadmium	Chromium	Cobalt	Copper	Lead	Molybdenum	Nickel	Selenium	Silver	Thallium		Vanadium	Zinc
		CHHSLs	30	0.07	5,200	16	1.7	1.0E+05	660	3,000	80	380	1,600	380	380	5	530	23,000	18
S-30-0	0-0.5'	03/30/11	2.8	< 3.8	95	< 0.38	< 0.47	13	5.7	20	9.9	< 1.9	16	< 3.8	< 0.94	< 1.9	18	40	0.14
S-31-0	0-0.5'	03/30/11	< 1.7	< 3.3	120	< 0.33	< 0.42	66	17	75	< 1.7	< 1.7	31	< 3.3	< 0.83	< 1.7	34	14	0.1
S-32-0	0-0.5'	03/30/11	2.1	17	240	< 0.34	< 0.42	15	12	57	18	< 1.7	24	< 3.4	< 0.84	< 1.7	28	52	0.2

Notes

- < Parameter was not detected at or above the specified laboratory reporting limit.
- Not analyzed or not reported.
- NA Not applicable
- BOLD** Over CHHSLs
- mg/kg milligrams per kilogram
- µg/kg microgram per kilogram
- mg/L milligrams per liter
- CHHSLs California Human Health Screening Levels, residential land use
- STLC Soluble Threshold Limit Concentration
- TCLP Toxic Characteristic Leaching Procedure
- a Sample location and depth was excavated, not used for statistical analysis
- b Sample location and depth is offsite/not on the project site, not used for statistical analysis
- c Waste characterization analysis

Table 2
Analytical Results -Organochlorine Pesticides
 Burbank School
 Hayward, CA

SAMPLE ID	SAMPLE DEPTH	SAMPLE DATE	4,4'-DDD	4,4'-DDE	4,4'-DDT	Total DDT	Aldrin	alpha-BHC	alpha-Chlordane	beta-BHC	Chlordane (technical) ^c	Total Chlordane	Chlordane	delta-BHC	Dieldrin	Endosulfan I	Endosulfan II	Eosulfan sulfate	Endrin	Endrin aldehyde	Endrin ketone	gamma-BHC	gamma-Chlordane	Hepta-chlor	Heptachlor epoxide	Methoxychlor	Toxa-phene
			EPA Method 8081A																								
			µg/Kg																								
CHHSLs	2300	1600	1600	1600	330	NE	NE	NE	430	430	NE	NE	35	NE	NE	NE	21000	NE	NE	NE	NE	130	NE	340000	460		
BS-4B ^b	0-0.5'	12/21/05	<0.008	0.037	0.034	0.071	---	---	0.027	---	---	0.55	0.49	---	---	---	---	---	---	---	---	---	0.029	---	---	---	
BS-4C ^b	0-0.5'	06/08/06	<4.7	<4.7	<8.0	<4.7	<4.40	<4.39	<3.58	<3.64	---	<100	<100	<4.90	<4.27	<5.9	<15.3	<4.89	<5.69	<10.3	<4.01	<3.96	<4.2	<11	<3.16	<6.16	<100
BS-22 ^a	0-0.5'	02/16/06	<20	140	450	590	<20	<20	330	<20	---	3,230	2,600	<20	<20	<20	<20	<20	<20	<20	<20	<20	300	<20	<20	<50	<1000
BS-23 ^a	0-0.5'	02/16/06	<20	89	270	359	<20	<20	230	<20	---	2,250	1,800	<20	<20	<20	<20	<20	<20	<20	<20	<20	220	<20	<20	<50	<1000
BS-23-1	1-1.5'	02/17/12	---	---	---	---	---	---	<10	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
BS-24 ^b	0-0.5'	02/16/06	<20	270	140	410	<20	<20	<20	<20	---	<200	<200	<20	<20	<20	<20	<20	110	<20	<20	<20	<20	<20	<20	<50	<1000
BS-25 ^a	0-0.5'	02/16/06	<20	<20	30	<20	<20	<20	<20	<20	---	<200	<200	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	<50	<1000
BS-26	0-0.5'	02/16/06	<20	<20	<20	<20	<20	<20	<20	<20	---	<200	<200	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	<50	<1000
BS-26	1-1.5'	06/08/06	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
BS-26B	0-0.5'	06/08/06	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
BS-27 ^b	0-0.5'	02/16/06	<10	<10	15	15	<10	<10	<10	<10	---	<100	<100	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<250	<500
BS-28 ^a	0-0.5'	02/16/06	<20	<20	<20	<20	<20	<20	<20	<20	---	<200	<200	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	<50	<1000
BS-28-1	1-1.5'	02/17/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
BS-28B ^a	0-0.5'	06/08/06	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
BS-29	0-0.5'	02/16/06	<10	<10	<10	<10	<10	<10	<10	<10	---	<100	<100	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<250	<500
BS-30	0-0.5'	02/16/06	<10	<10	23	23	<10	<10	<10	<10	---	<100	<100	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<250	<500
BS-30A ^b	0-0.5'	06/08/06	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
BS-30B	0-0.5'	06/08/06	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
BS-31	0-0.5'	02/16/06	<10	<10	25	25	<10	<10	<10	<10	---	<100	<100	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<250	<500
BS-31A ^b	0-0.5'	06/08/06	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
BS-31B ^a	0-0.5'	06/08/06	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
BS-32 ^b	0-0.5'	02/16/06	<20	<20	160	160	<20	<20	900	<20	---	7,560	5700	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	<20	<50	<1000
BS-32	1-1.5'	06/08/06	<0.47	<0.476	<0.809	<0.809	<0.44	<0.439	<0.358	<0.364	---	<10	<10	<0.49	<0.427	<0.59	<1.53	<0.489	<0.569	<1.03	<0.401	<0.396	<0.42	<1.1	<0.316	<0.616	<10
BS-32A ^b	0-0.5'	06/08/06	<4.7	34.3	109	143.3	<4.40	<4.39	<3.58	<3.64	---	<100	<100	<4.90	<4.27	<5.9	<15.3	<4.89	<5.69	<10.3	<4.01	<3.96	<4.2	<11	<3.16	<6.16	<100
BS-32B ^a	0-0.5'	06/08/06	<9.4	9.8	33	42.8	<8.80	<8.78	<7.16	<7.28	---	<200	<200	<9.8	<8.54	<11.8	<30.5	<9.78	<11.4	<20.6	<8.02	<7.92	<8.40	<22	<6.23	<12.3	<200
BS-33 ^a	0-0.5'	02/16/06	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	---	<8.0	<80	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<0.008	<8.0	<8.0	<20	<400
BS-33-1 ^c	1-1.5'	02/17/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
BS-33A ^a	0-0.5'	06/08/06	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
BS-34	0.5-1'	02/17/06	<40	<40	<40	<40	<40	<40	<40	<40	---	<400	<400	<40	<40	<40	<40	<40	<40	<40	<40	<40	<40	<40	<40	<100	<2000
BS-35 ^b	0-0.5'	08/06/06	<02.35	8.5	10.9	19.4	<2.2	<2.2	10	<2.45	---	19.9	<50	<2.45	<2.14	<2.95	<7.63	<2.45	<2.84	<5.14	<2.00	<1.98	9.9	<5.5	<1.58	<3.08	<50
D-1-0'	0-0.5'	02/07/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-2-0'	0-0.5'	02/07/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-3-0'	0-0.5'	02/07/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-4-0'	0-0.5'	02/08/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-5-0'	0-0.5'	02/08/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-6-0'	0-0.5'	02/08/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-7-1'	1-1.5'	02/08/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-8-0' ^a	0-0.5'	02/07/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-9-0' ^a	0-0.5'	02/07/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-10-0' ^a	0-0.5'	02/07/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-11-0'	0-0.5'	02/07/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-12-0'	0-0.5'	02/07/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-13-0'	0-0.5'	02/07/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-14-0'	0-0.5'	02/07/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-14-1'	1-1.5'	02/07/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-15-0'	0-0.5'	02/07/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-16-1'	1-1.5'	02/07/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-17-0' ^a	0-0.5'	02/07/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-18-0 ^a	0-0.5'	02/07/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-19-0 ^a	0-0.5'	02/07/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-20-0 ^a	0-0.5'	02/07/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-21-0'	0-0.5'	02/08/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-22-0'	0-0.5'	02/08/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-23-0'	0-0.5'	02/08/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-24-0'	0-0.5'	02/08/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-25-0'	0-0.5'	02/08/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
D-26-1'	1-1.5'	02/08/12	---	---	---	---	---	---	<9.8	---	<200	---	---	---	---	---	---	---	---	---	---	---	<0.8	---	---	---	
D-27-0'	0-0.5'	02/08/12	---	---	---	---	---	---	<20	---	<390	---	---	---	---	---	---	---	---	---	---	---	<2	---	---	---	
D-28-0'	0-0.5'	02/08/12	---	---	---	---	---	---	<19	---	<390	---	---	---	---	---	---	---	---	---	---	---	<19	---	---	---	

Table 2
Analytical Results -Organochlorine Pesticides
 Burbank School
 Hayward, CA

SAMPLE ID	SAMPLE DEPTH	SAMPLE DATE	4,4'-DDD	4,4'-DDE	4,4'-DDT	Total DDT	Aldrin	alpha-BHC	alpha-Chlordane	beta-BHC	Chlordane (technical) ^c	Total Chlordane	Chlordane	delta-BHC	Dieldrin	Endosulfan I	Endosulfan II	Eosulfan sulfate	Endrin	Endrin aldehyde	Endrin ketone	gamma-BHC	gamma-Chlordane	Hepta-chlor	Heptachlor epoxide	Methoxychlor	Toxa-phene
			EPA Method 8081A													EPA Method 8081A											
CHHSLs			2300	1600	1600	1600	330	NE	NE	NE	430	430	NE	NE	35	NE	NE	NE	21000	NE	NE	NE	NE	130	NE	340000	460
S-26-0	0-0.5'	03/30/11	< 2	2.4	< 2	---	< 2	< 2	5.6	< 2	45	---	---	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	5.4	< 2	< 2	< 2	< 39
S-27-0	0-0.5'	03/30/11	< 2	< 2	< 2	---	< 2	< 2	< 2	< 2	< 40	---	---	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 40
S-28-0 ^a	0-0.5'	03/30/11	< 2	< 2	< 2	---	< 2	< 2	< 2	< 2	< 40	---	---	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 40
		02/17/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
S-28-0.5 ^a	0.5-1'	03/30/11	---	---	---	---	---	---	<0.99	---	<20	---	---	---	---	---	---	---	---	---	---	---	<0.99	---	---	---	---
S-28-1	1-1.5'	02/07/12	---	---	---	---	---	---	<9.7	---	<190	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
S-29-0 ^a	0-0.5'	03/30/11	< 2	< 2	< 2	---	< 2	< 2	< 2	< 2	< 40	---	---	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 40
S-29-0.5 ^a	0.5-1.0'	08/25/11	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
S-29-1	1-1.5'	02/17/12	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
S-30-0	0-0.5'	03/30/11	< 2	< 2	4.2	---	< 2	< 2	< 2	< 2	< 40	---	---	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 40
S-31-0	0-0.5'	03/30/11	< 2	< 2	< 2	---	< 2	< 2	< 2	< 2	< 40	---	---	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 40
S-32-0	0-0.5'	03/30/11	< 2	< 2	< 2	---	< 2	< 2	< 2	< 2	< 40	---	---	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 40
Notes			0	270	450	590	0	0	900	0	260	7560	5700	0	0	0	0	0	110	0	0	0	960	0	0	0	0

< Parameter was not detected at or above the specified laboratory reporting limit.
 --- Not analyzed or not reported.
 µg/kg microgram per kilogram
 NE Not Established
 CHHSLs California Human Health Screening Levels, residential land use

a Sample location and depth was excavated, not used for statistical analysis
 b Sample location and depth is offsite/not on the project site, not used for statistical analysis
 c Technical chlordane is a mixture of at least 11 major components a 30 or more minor components that have been used to prepare specific pesticide formulations.

4,4'-DDD Dichlorodiphenyldichloroethane
 4,4'-DDE Dichlorodiphenyldichloroethene
 4,4'-DDT Dichlorodiphenyltrichloroethane
 alpha-BHC Alpha-Hexachlorocyclohexane
 beta-BHC Beta-Hexachlorocyclohexane
 gamma-BHC Gamma-Hexachlorocyclohexane (Liane)

FIGURES



1 MILE 3/4 1/2 1/4 0 1 MILE



SCALE 1 : 24,000

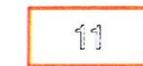


SOURCE:
United States Geological Survey
7.5 Minute Topographic Maps:
Hayward Quadrangle, California (1993)

VICINITY MAP		
Burbank Elementary School Hayward, California		
	186726	FIGURE 1

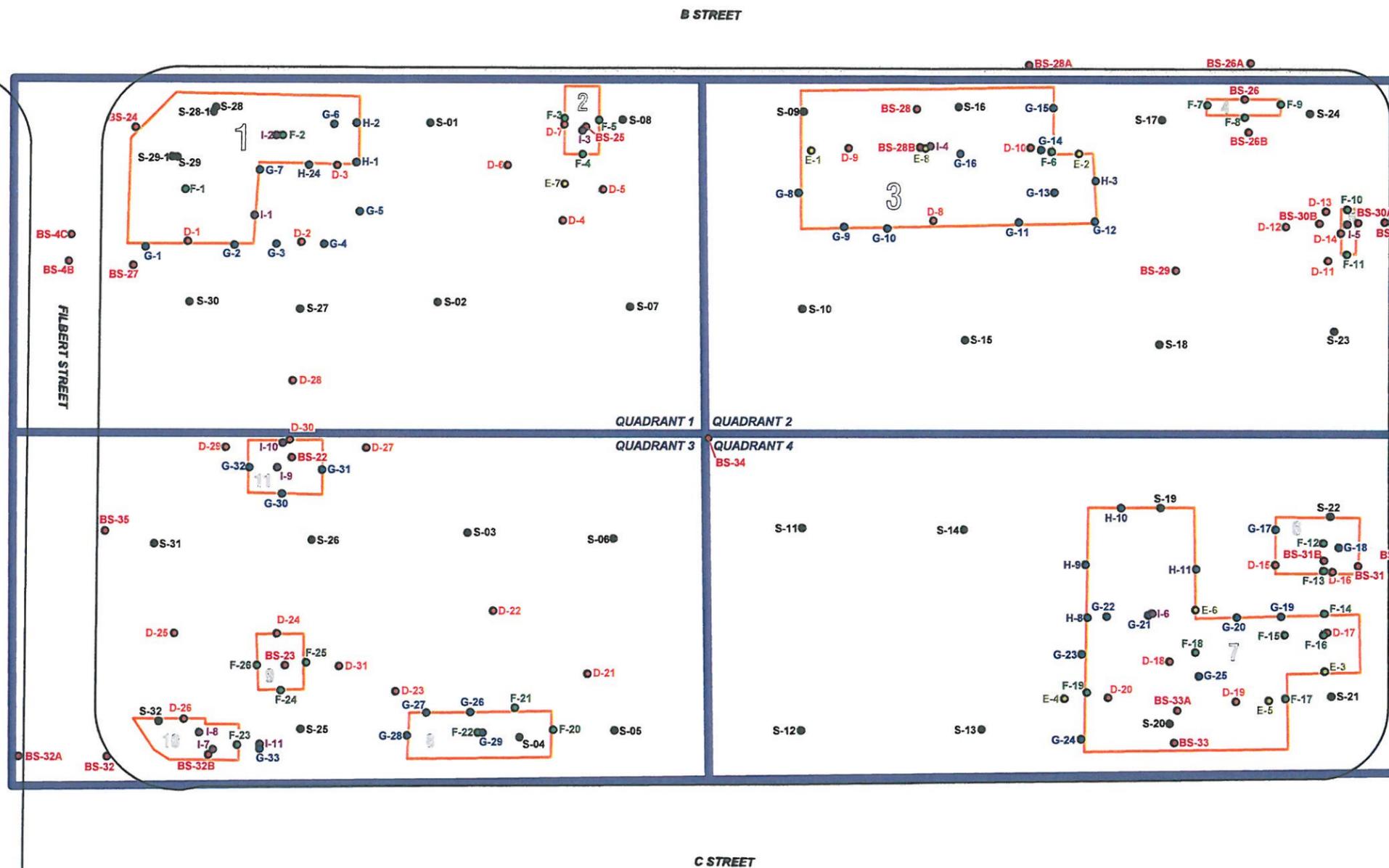
FILE NAME: N:\CAD\Burbank Elementary School_Hayward\Fig1_Vicinity Map.dwg | Layout Tab: Bx11

LEGEND

 Approximate excavation boundary and excavation label

Approximate soil sample location:

-  B-series - February 2006
-  D-series - February 2012
-  E-series - February 2012
-  F-series - February 2012
-  G-series - March 2012
-  H-series - March 2012
-  I-series - November 2012
-  S-series - March 2011



MYRTLE STREET

FILBERT STREET



SCALE (FEET)



SITE PLAN
Burbank Elementary School
Hayward, California

 186726 **FIGURE 2**

Table 3
Analytical Results -PCBs
Burbank School
Hayward, CA

SAMPLE ID	SAMPLE DEPTH	SAMPLE DATE	EPA Method 8082									
			PCB-1016	PCB-1221	PCB-1232	PCB-1242	PCB-1248	PCB-1254	PCB-1260			
		CHHSLs	µg/Kg									
G-33-0	0-0.5'	3/2/2012	89	89	89	89	89	89	89	89	89	
I-11-0	0-0.5'	11/26/12	<50	<50	<50	<50	<50	<50	<50	<50	<50	

Notes

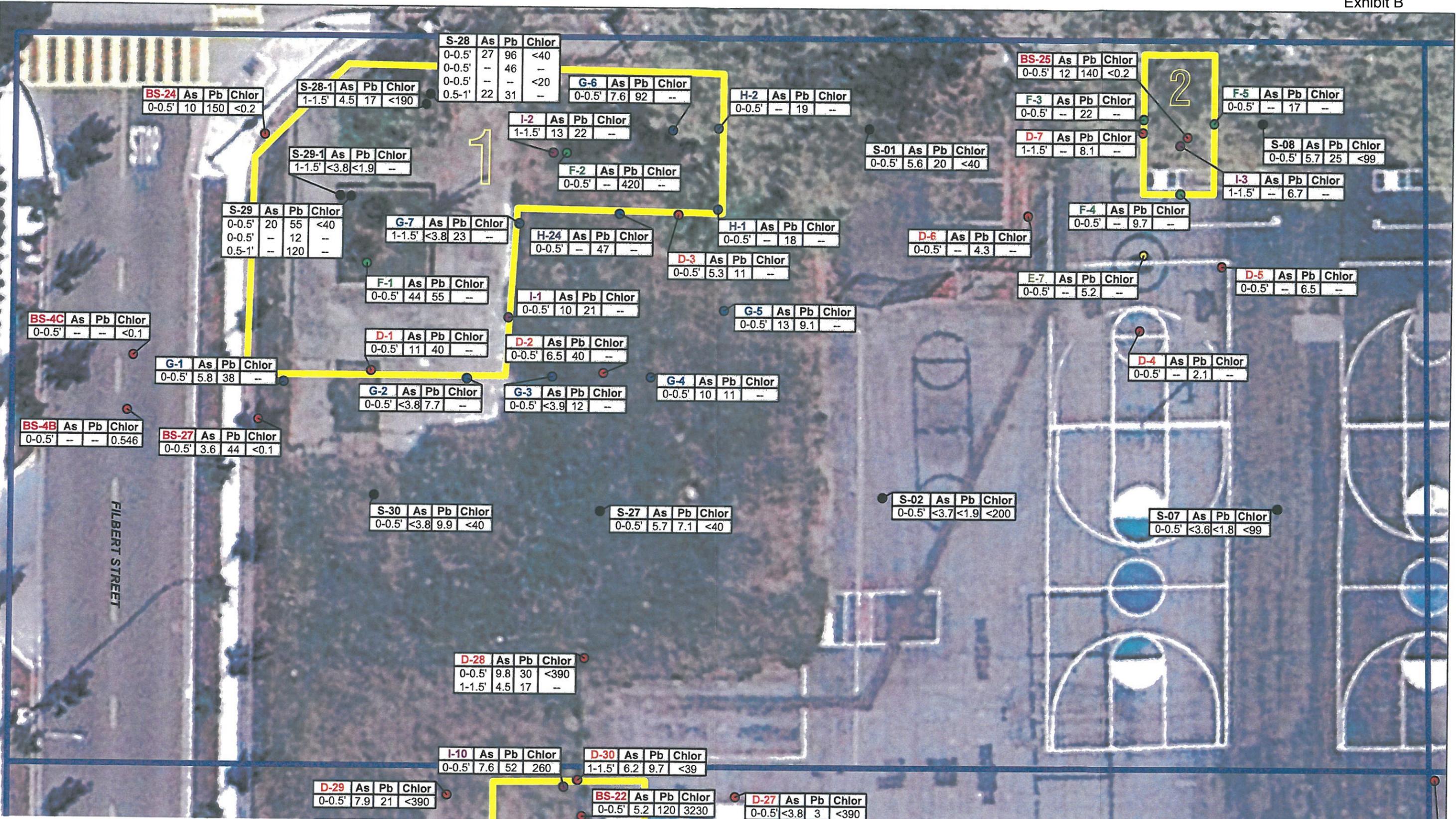
Sample G-33-0 was a concrete sample collected from the former transformer pad
 Sample I-11-0 was a soil sample collected after the removal the transformer concrete pad
 < Parameter was not detected at or above the specified laboratory reporting limit.
 --- Not analyzed or not reported.

BOLD Over CHHSLs

µg/kg microgram per kilogram

PCBs Polychlorinated Biphenyls

CHHSLs California Human Health Screening Levels, residential land use



LEGEND

Approximate excavation boundary and excavation label

2

- Approximate soil sample location:
- B-series - February 2006
 - D-series - February 2012
 - E-series - February 2012
 - F-series - February 2012
 - G-series - March 2012
 - H-series - March 2012
 - I-series - November 2012
 - S-series - March 2011

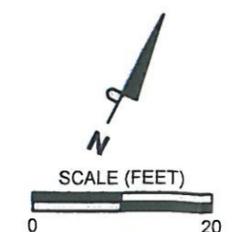
Analytical results for metals in soil:

Sample ID	As	Pb	Chlor
BS-24	10	150	<0.2
0-0.5'			

Sample depth (feet below ground surface)

	Arsenic kg/mg	Lead kg/mg	Chlordane ug/mg
CHHSLs	0.07*	80	430

*Below background concentrations



QUADRANT 1

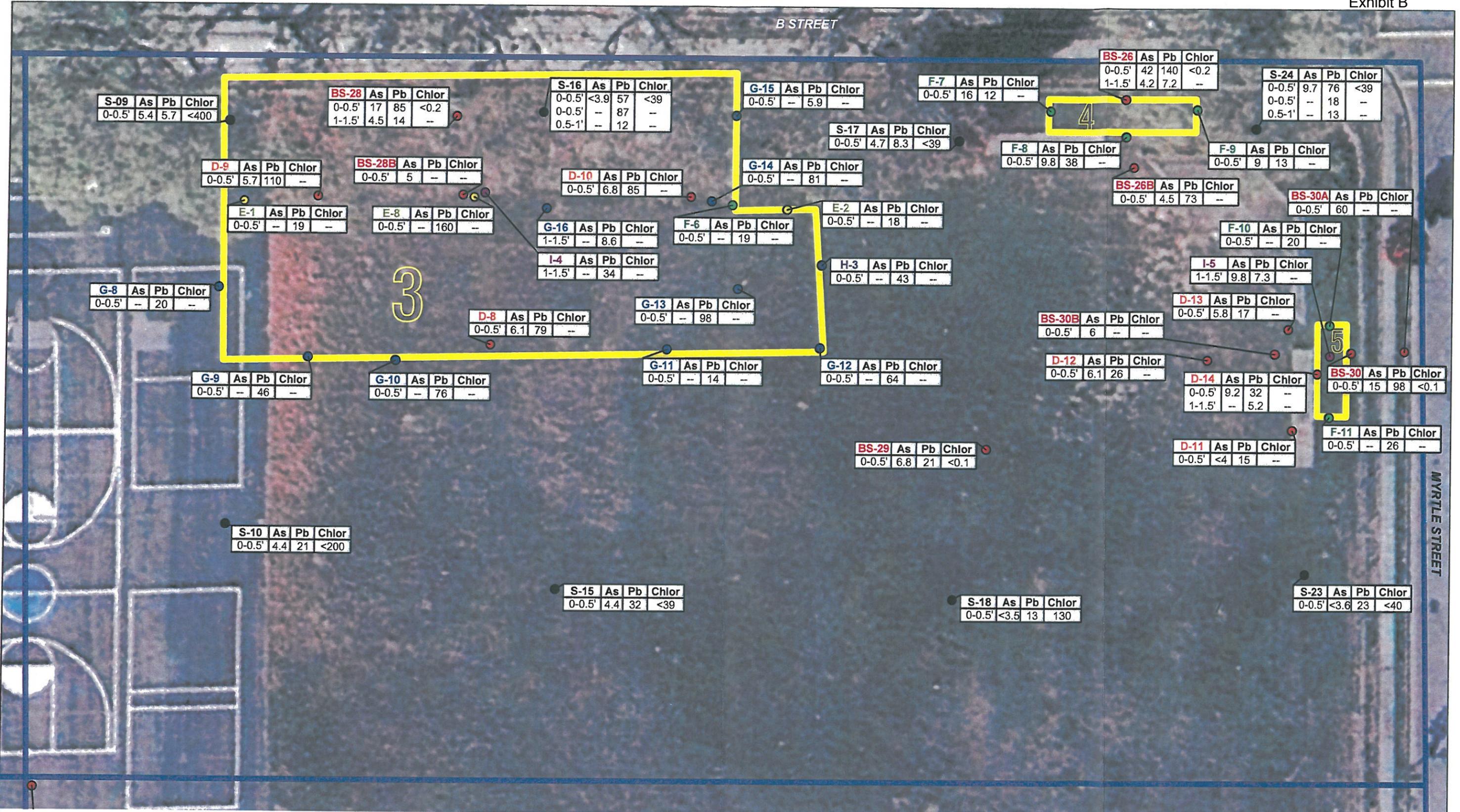
Burbank Elementary School
Hayward, California

TRC 186726

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FIGURE 3

FILE NAME: N:\CAD\Burbank Elementary School_Hayward\Removal Action Completion Report_Mar12\Figs-6_Site Details.dwg | Layout Tab: Quadrant 1



FILE NAME: N:\CAD\Burbank Elementary School_Hayward\Removal Action Completion Report_Mar12\Figs-6_Site Details.dwg | Layout Tab - Quadrant 2

LEGEND

- 4 Approximate excavation boundary and excavation label
- B-series - February 2006
- D-series - February 2012
- E-series - February 2012
- F-series - February 2012
- G-series - March 2012
- H-series - March 2012
- I-series - November 2012
- S-series - March 2011

Analytical results for metals in soil:

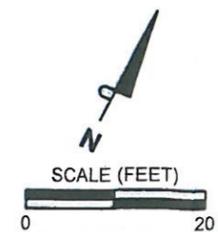
Sample ID
Arsenic
Lead
Chlordane

BS-29	As	Pb	Chlor
0-0.5'	6.8	21	<0.1

Sample depth (feet below ground surface)

	Arsenic kg/mg	Lead kg/mg	Chlordane ug/mg
CHHSLs	0.07*	80	430

**Below background concentrations*

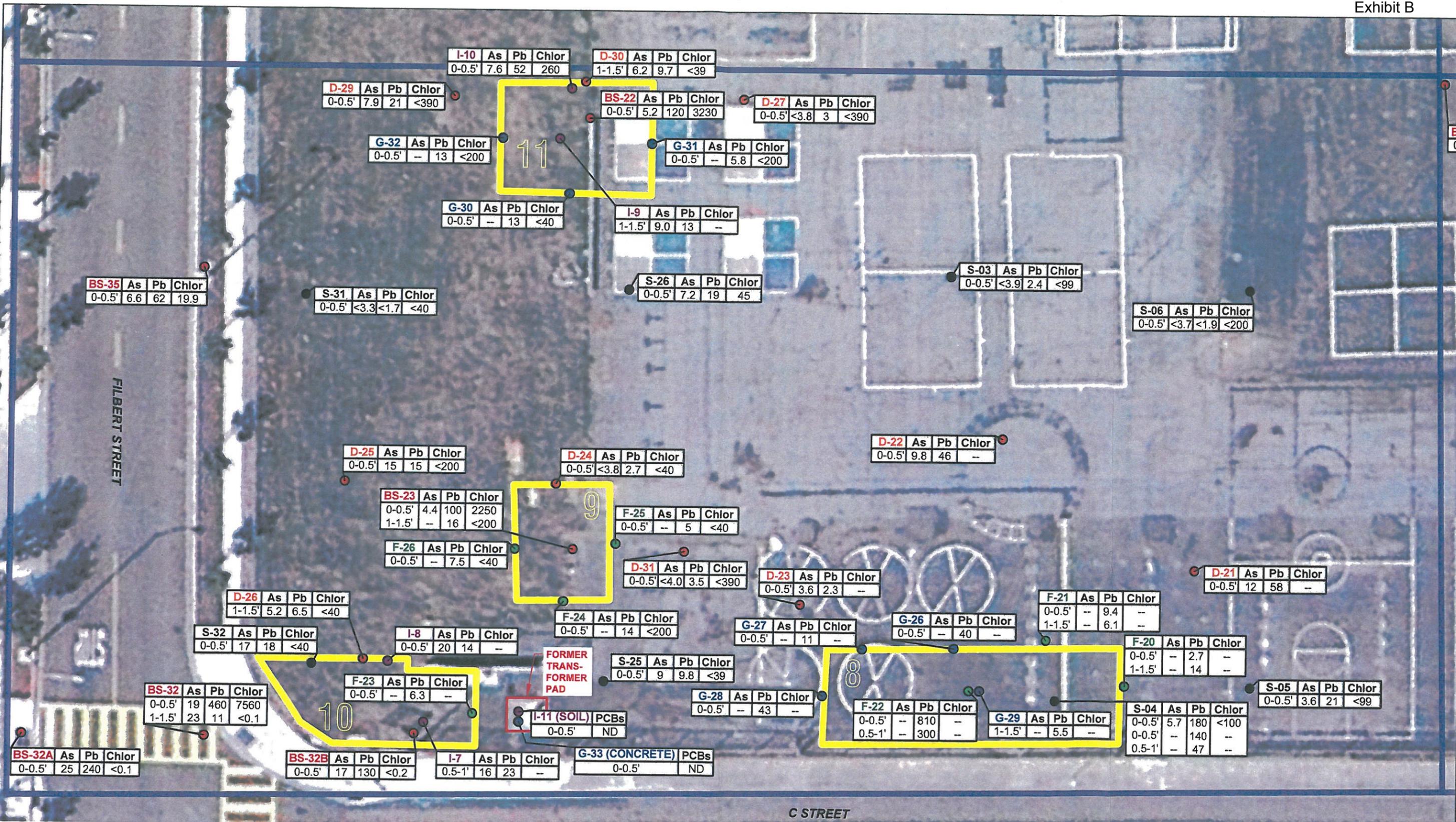


QUADRANT 2
Burbank Elementary School
Hayward, California

FIGURE 4

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October 18, 2013
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LEGEND

11 Approximate excavation boundary and excavation label

Approximate soil sample location:

- B-series - February 2006
- D-series - February 2012
- E-series - February 2012
- F-series - February 2012
- G-series - March 2012
- H-series - March 2012
- I-series - November 2012
- S-series - March 2011

Analytical results for metals in soil:

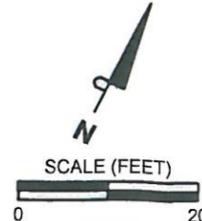
BS-35	As	Pb	Chlor
0-0.5'	6.6	62	19.9

Sample ID
Arsenic
Lead
Chlordane

Sample depth (feet below ground surface)

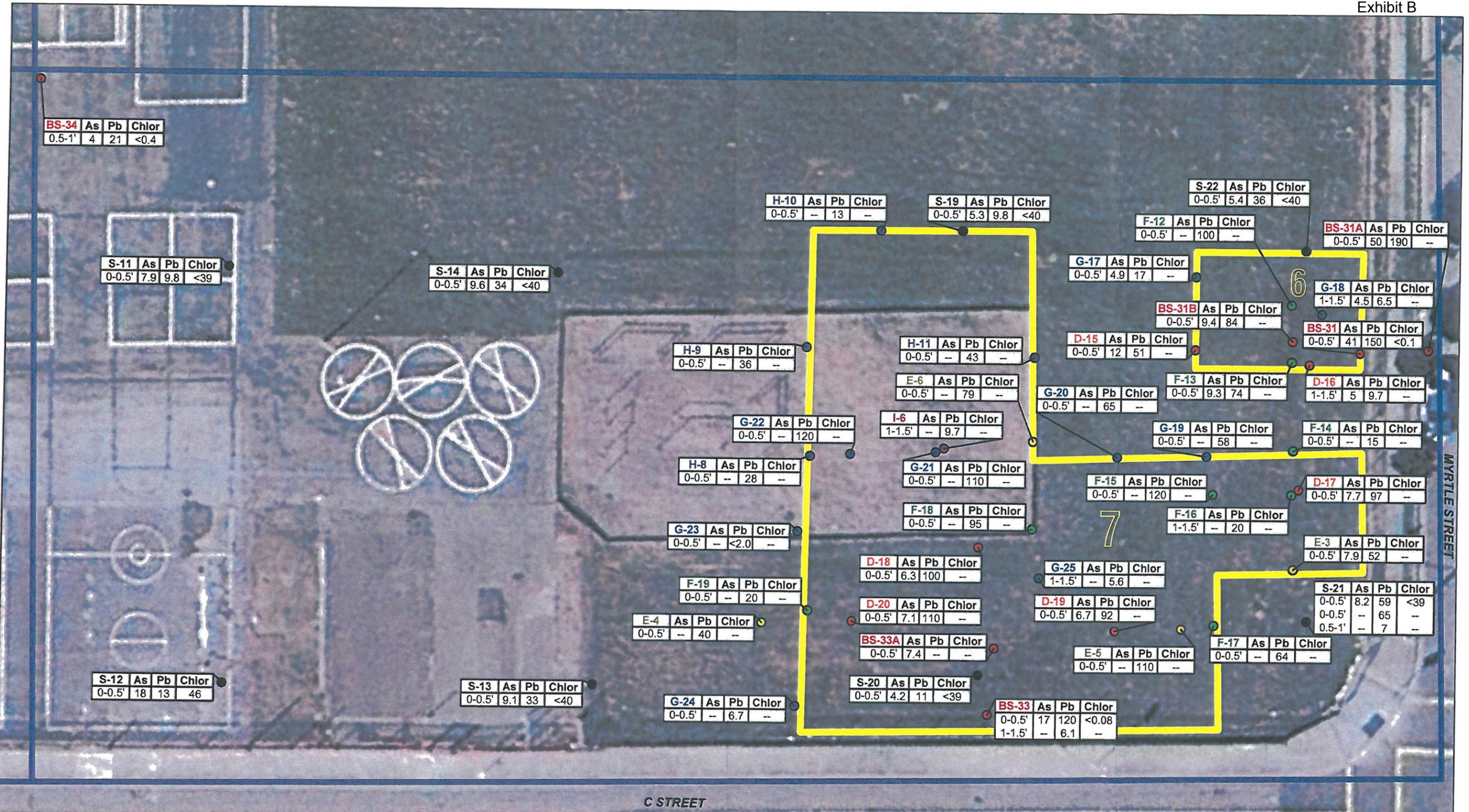
	Arsenic kg/mg	Lead kg/mg	Chlordane ug/mg
CHHSLs	0.07*	80	430

*Below background concentrations



QUADRANT 3

Burbank Elementary School
Hayward, California



FILE NAME: H:\C:\Documents\Burbank Elementary School_HaywardRemoval Action_Compilation Report_Mar12\Fig_3-6_Site Details.dwg | Layout Tab: Quadrant 4

LEGEND

- Approximate soil sample location:**
- B-series - February 2006
 - D-series - February 2012
 - E-series - February 2012
 - F-series - February 2012
 - G-series - March 2012
 - H-series - March 2012
 - I-series - November 2012
 - S-series - March 2011

Analytical results for metals in soil:

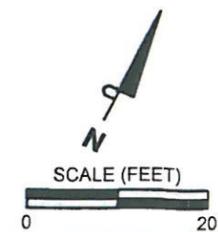
Sample ID
Arsenic
Lead
Chlordane

BS-34	As	Pb	Chlor
0.5-1'	4	21	<0.4

Sample depth (feet below ground surface)

	Arsenic kg/mg	Lead kg/mg	Chlordane ug/mg
CHHSLs	0.07*	80	430

*Below background concentrations



QUADRANT 4
Burbank Elementary School
Hayward, California

TRC 186726

Oversight Board
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A

Appendix A
Laboratory Analytical Reports (on CD)

B

Appendix B
Standard Operating Procedures – Hand Auger Soil Sampling

**STANDARD OPERATING PROCEDURE:
HAND AUGER – SOIL SAMPLING**

PURPOSE

The purpose of this Standard Operating Procedure (SOP) is to establish a protocol for the collection of soil samples using the hand auger sampling method. The following guidelines will ensure that the soil samples are collected in a high quality and consistent manner. However, this is a standard operating procedure that may be varied or changed as required, depending on site conditions, equipment limitations, or limitations imposed by the procedure. If changes are required, field personnel will contact the task manager.

PROCEDURES

1. Don gloves and attach the 4-inch diameter bucket auger and cross handle to the auger extension.
2. Manually drive the hand auger bucket using a clockwise twisting motion until the bucket is full. Remove the bucket from the subsurface and empty its contents onto plastic (e.g., Visqueen) or into Department of Transportation (DOT) approved 55-gallon drums (or equivalent).
3. Repeat step #2 until the top of the predetermined sample depth is reached. If depths greater than one extension bar length are desired, remove the cross handle, attach another extension bar, and re-attach the cross handle.
4. If required in the SAP, document soil type, depth, discolorations, odors, and/or elevated organic vapor readings (using a photoionization detector [PID], or equivalent).
5. Upon advancement of the auger to the appropriate sampling depth, withdraw the auger bucket from the hole carefully so as to avoid releasing surficial or sidewall soils into the borehole. Remove the handle and auger bucket from extension bar. Replace the auger bucket with a sample barrel lined with a 1.5-inch diameter brass or steel sample sleeve and replace the cross handle with a hand-driven slide hammer. Manually drive the barrel into the soil to retrieve a soil sample.
6. For soil samples to be submitted for laboratory analysis, remove the sample sleeves from the sample barrel, seal the sleeves with Teflon sheeting and polyurethane caps, and seal the edge of the caps with non-volatile tape.
7. Label each sample. After each sample has been labeled and documented in the chain of custody record, place each sample in a cooler containing ice, in order to maintain an approximate temperature of 4 degrees Celsius (°C) prior to and during transport to a state-certified laboratory for analysis.
8. Following collection of samples, gloves will be discarded in an appropriate receptacle. New gloves will be donned prior to collecting samples from subsequent borings.
9. Hand auger equipment will be cleaned and decontaminated prior to each boring by scrubbing in a Liquinox solution, followed by a rinse, and then a final rinse with deionized

(DI) water in order to prevent cross contamination. The equipment will be allowed to air dry, or will be wiped dry with paper towels.

10. Place decontamination water into DOT approved 55-gallon drums for offsite disposal at a permitted facility.
11. Backfill bore hole(s) with hydrated bentonite chips/pellets.

REFERENCES

None.

C

Appendix C
Statistical Analysis of Data

Statistical Analysis of Arsenic Concentrations

Location	Sample Name	Sample Depth	Sample Date	Arsenic (mg/Kg)	Rank	Column 1	Percent	
On Site / In Place	BS-26	0-0.5'	02/16/06	42	64	42	100.00%	
On Site / In Place	BS-31	0-0.5'	02/16/06	41	63	41	98.00%	median
On Site / In Place	BS-32	1-1.5	06/08/06	23	62	23	96.00%	7.9
On Site / In Place	I-8-0	0-0.5'	11/06/12	20	61	20	95.00%	
On Site / In Place	S-12-0	0-0.5'	03/30/11	18	60	18	93.00%	
On Site / In Place	S-32-0	0-0.5'	03/30/11	17	59	17	92.00%	
On Site / In Place	F-07-0	0-0.5'	02/28/12	16	57	16	88.00%	
On Site / In Place	I-7-1	1.0-1.5'	11/06/12	16	57	16	88.00%	
On Site / In Place	BS-30	0-0.5'	02/16/06	15	55	15	85.00%	
On Site / In Place	D-25-0'	0-0.5'	02/08/12	15	55	15	85.00%	
On Site / In Place	G-05-0	0-0.5'	03/02/12	13	53	13	82.00%	
On Site / In Place	I-2-1	1.0-1.5'	11/06/12	13	53	13	82.00%	
On Site / In Place	D-15-0'	0-0.5'	02/07/12	12	51	12	79.00%	
On Site / In Place	D-21-0'	0-0.5'	02/08/12	12	51	12	79.00%	
On Site / In Place	D-1-0'	0-0.5'	02/07/12	11	50	11	77.00%	
On Site / In Place	F-13-0	0-0.5'	02/28/12	10.15 (a)	49	10.15	76.00%	
On Site / In Place	G-04-0	0-0.5'	03/02/12	10	47	10	73.00%	
On Site / In Place	I-1-0	0-0.5'	11/06/12	10	47	10	73.00%	
On Site / In Place	D-22-0'	0-0.5'	02/08/12	9.8	43	9.8	66.00%	
On Site / In Place	D-28-0'	0-0.5'	02/08/12	9.8	43	9.8	66.00%	
On Site / In Place	F-08-0	0-0.5'	02/28/12	9.8	43	9.8	66.00%	
On Site / In Place	I-5-1	1.0-1.5'	11/06/12	9.8	43	9.8	66.00%	
On Site / In Place	S-24-0	0-0.5'	03/30/11	9.7	42	9.7	65.00%	
On Site / In Place	S-14-0	0-0.5'	03/30/11	9.6	41	9.6	63.00%	
On Site / In Place	D-14-0'	0-0.5'	02/07/12	9.2	40	9.2	61.00%	
On Site / In Place	S-13-0	0-0.5'	03/30/11	9.1	39	9.1	60.00%	
On Site / In Place	S-25-0	0-0.5'	03/30/11	9	36	9	55.00%	
On Site / In Place	F-09-0	0-0.5'	02/28/12	9	36	9	55.00%	
On Site / In Place	I-9-1	1.0-1.5'	11/06/12	9	36	9	55.00%	
On Site / In Place	S-21-0	0-0.5'	03/30/11	8.2	35	8.2	53.00%	
On Site / In Place	S-11-0	0-0.5'	03/30/11	7.9	32	7.9	49.00%	
On Site / In Place	D-29-0'	0-0.5'	02/08/12	7.9	32	7.9	49.00%	
On Site / In Place	E-3-0'	0-0.5'	02/17/12	7.9	32	7.9	49.00%	
On Site / In Place	I-10-0	0-0.5'	11/06/12	7.6	31	7.6	47.00%	
On Site / In Place	S-26-0	0-0.5'	03/30/11	7.2	30	7.2	46.00%	
On Site / In Place	BS-29	0-0.5'	02/16/06	6.8	29	6.8	44.00%	
On Site / In Place	D-2-0'	0-0.5'	02/07/12	6.5	28	6.5	42.00%	
On Site / In Place	D-30-1'	1-1.5'	02/08/12	6.2	27	6.2	41.00%	
On Site / In Place	D-12-0'	0-0.5'	02/07/12	6.1	26	6.1	39.00%	
On Site / In Place	BS-30B	0-0.5'	06/08/06	6	25	6	38.00%	
On Site / In Place	D-13-0	0-0.5'	02/07/12	5.8	23	5.8	34.00%	
On Site / In Place	G-01-0	0-0.5'	03/02/12	5.8	23	5.8	34.00%	
On Site / In Place	S-08-0	0-0.5'	03/30/11	5.7	21	5.7	31.00%	
On Site / In Place	S-27-0	0-0.5'	03/30/11	5.7	21	5.7	31.00%	
On Site / In Place	S-01-0	0-0.5'	03/30/11	5.6	20	5.6	30.00%	
On Site / In Place	S-09-0	0-0.5'	03/30/11	5.4	18	5.4	26.00%	
On Site / In Place	S-22-0	0-0.5'	03/30/11	5.4	18	5.4	26.00%	
On Site / In Place	S-19-0	0-0.5'	03/30/11	5.3	16	5.3	23.00%	
On Site / In Place	D-3-0'	0-0.5'	02/07/12	5.3	16	5.3	23.00%	
On Site / In Place	D-26-1'	1-1.5'	02/08/12	5.2	15	5.2	22.00%	
On Site / In Place	D-16-1'	1-1.5'	02/07/12	5	14	5	20.00%	
On Site / In Place	G-17-0	0-0.5'	03/02/12	4.9	13	4.9	19.00%	
On Site / In Place	S-17-0	0-0.5'	03/30/11	4.7	12	4.7	17.00%	
On Site / In Place	S-28-1	1-1.5'	02/07/12	4.5	7	4.5	9.00%	
On Site / In Place	BS-26B	0-0.5'	06/08/06	4.5	7	4.5	9.00%	
On Site / In Place	BS-28-1	1-1.5'	02/17/12	4.5	7	4.5	9.00%	
On Site / In Place	D-28-1'	1-1.5'	02/08/12	4.5	7	4.5	9.00%	
On Site / In Place	G-18-1	1.0-1.5'	03/02/12	4.5	7	4.5	9.00%	
On Site / In Place	S-10-0	0-0.5'	03/30/11	4.4	5	4.4	6.00%	
On Site / In Place	S-15-0	0-0.5'	03/30/11	4.4	5	4.4	6.00%	
On Site / In Place	BS-26	1-1.5	06/08/06	4.2	4	4.2	4.00%	
On Site / In Place	BS-34	0.5-1'	02/17/06	4	3	4	3.00%	
On Site / In Place	S-05-0	0-0.5'	03/30/11	3.6	1	3.6	0.00%	
On Site / In Place	D-23-0'	0-0.5'	02/08/12	3.6	1	3.6	0.00%	

Notes:

(a) Sample F-13-0 was analyzed twice with analytical results of 9.3 and 11.0. An averaged value of 10.15 mg/kg was used for statistical purposes.

User Selected Options

From File UCL Input.wst
 Full Precision OFF
 Confidence Coefficient 95%
 Number of Bootstrap Operations 2000
 Diagnostic

General Statistics

Number of Valid Data	80	Number of Detected Data	64
Number of Distinct Detected Data	42	Number of Non-Detect Data	16
		Percent Non-Detects	20.00%

Raw Statistics

Minimum Detected	3.6
Maximum Detected	42
Mean of Detected	9.574
SD of Detected	7.186
Minimum Non-Detect	3.3
Maximum Non-Detect	4

Log-transformed Statistics

Minimum Detected	1.281
Maximum Detected	3.738
Mean of Detected	2.087
SD of Detected	0.545
Minimum Non-Detect	1.194
Maximum Non-Detect	1.386

Warning: Data have multiple DLs - Use of KM Method is recommended
 All methods (except KM, DL/2, and ROS Methods),
 Observations < Largest ND are treated as NDs

Number treated as Non-Detect	18
Number treated as Detected	62
Single DL Non-Detect Percentage	22.50%

UCL Statistics

Normal Distribution Test with Detected Values Only

Lilliefors Test Statistic	0.234
5% Lilliefors Critical Value	0.111

Data not Normal at 5% Significance Level

Lognormal Distribution Test with Detected Values Only

Lilliefors Test Statistic	0.107
5% Lilliefors Critical Value	0.111

Data appear Lognormal at 5% Significance Level

Assuming Normal Distribution

DL/2 Substitution Method	
Mean	8.034
SD	7.126
95% DL/2 (t) UCL	9.36
Maximum Likelihood Estimate(MLE) Method	
Mean	7.249
SD	8.112
95% MLE (t) UCL	8.759
95% MLE (Tiku) UCL	8.763

Assuming Lognormal Distribution

DL/2 Substitution Method	
Mean	1.795
SD	0.763
95% H-Stat (DL/2) UCL	9.599
Log ROS Method	
Mean in Log Scale	1.848
SD in Log Scale	0.689
Mean in Original Scale	8.156
SD in Original Scale	7.026
95% t UCL	9.464
95% Percentile Bootstrap UCL	9.549
95% BCA Bootstrap UCL	9.706

Gamma Distribution Test with Detected Values Only

k star (bias corrected)	2.932
Theta Star	3.265
nu star	375.3
A-D Test Statistic	1.96
5% A-D Critical Value	0.758
K-S Test Statistic	0.758
5% K-S Critical Value	0.112

Data not Gamma Distributed at 5% Significance Level

Data Distribution Test with Detected Values Only

Data appear Lognormal at 5% Significance Level

Assuming Gamma Distribution

Gamma ROS Statistics using Extrapolated Data	
Minimum	1E-12
Maximum	42
Mean	8.193
Median	5.948
SD	7.039
k star	0.891
Theta star	9.194
Nu star	142.6
AppChi2	116
95% Gamma Approximate UCL	10.07
95% Adjusted Gamma UCL	10.11

Nonparametric Statistics

Kaplan-Meier (KM) Method	
Mean	8.379
SD	6.81
SE of Mean	0.767
95% KM (t) UCL	9.657
95% KM (z) UCL	9.642
95% KM (jackknife) UCL	9.655
95% KM (bootstrap t) UCL	10.07
95% KM (BCA) UCL	9.876
95% KM (Percentile Bootstrap) UCL	9.763
95% KM (Chebyshev) UCL	11.72
97.5% KM (Chebyshev) UCL	13.17
99% KM (Chebyshev) UCL	16.01

Potential UCLs to Use

95% KM (BCA) UCL	9.876
------------------	-------

Warning: DL/2 is not a recommended method.

Note: Suggestions regarding the selection of a 95% UCL are provided to help the user to select the most appropriate 95% UCL. These recommendations are based upon the results of the simulation studies summarized in Singh, Maichle, and Lee (2006). For additional insight, the user may want to consult a statistician.

General UCL Statistics for Data Sets with Non-Detects

User Selected Options

From File UCL Input.wst
 Full Precision OFF
 Confidence Coefficient 99%
 Number of Bootstrap Operations 2000

Arsenic

General Statistics

Number of Valid Data	80	Number of Detected Data	64
Number of Distinct Detected Data	42	Number of Non-Detect Data	16
		Percent Non-Detects	20.00%

Raw Statistics

Minimum Detected	3.6
Maximum Detected	42
Mean of Detected	9.574
SD of Detected	7.186
Minimum Non-Detect	3.3
Maximum Non-Detect	4

Log-transformed Statistics

Minimum Detected	1.281
Maximum Detected	3.738
Mean of Detected	2.087
SD of Detected	0.545
Minimum Non-Detect	1.194
Maximum Non-Detect	1.386
Number treated as Non-Detect	18
Number treated as Detected	62
Single DL Non-Detect Percentage	22.50%

Note: Data have multiple DLs - Use of KM Method is recommended
 For all methods (except KM, DL/2, and ROS Methods),
 Observations < Largest ND are treated as NDs

UCL Statistics

Normal Distribution Test with Detected Values Only

Lilliefors Test Statistic	0.234
5% Lilliefors Critical Value	0.111

Data not Normal at 5% Significance Level

Lognormal Distribution Test with Detected Values Only

Lilliefors Test Statistic	0.107
5% Lilliefors Critical Value	0.111

Data appear Lognormal at 5% Significance Level

Assuming Normal Distribution

DL/2 Substitution Method	
Mean	8.034
SD	7.126
99% DL/2 (t) UCL	9.926
Maximum Likelihood Estimate(MLE) Method	
Mean	7.249
SD	8.112
99% MLE (t) UCL	9.403
99% MLE (Tiku) UCL	9.408

Assuming Lognormal Distribution

DL/2 Substitution Method	
Mean	1.795
SD	0.763
99% H-Stat (DL/2) UCL	10.46
Log ROS Method	
Mean in Log Scale	1.848
SD in Log Scale	0.689
Mean in Original Scale	8.156
SD in Original Scale	7.026
99% t UCL	10.02
99% Percentile Bootstrap UCL	10.01
99% BCA Bootstrap UCL	10.6

Gamma Distribution Test with Detected Values Only

k star (bias corrected)	2.932
Theta Star	3.265
nu star	375.3
A-D Test Statistic	1.96
5% A-D Critical Value	0.758
K-S Test Statistic	0.758
5% K-S Critical Value	0.112

Data not Gamma Distributed at 5% Significance Level

Data Distribution Test with Detected Values Only

Data appear Lognormal at 5% Significance Level

Assuming Gamma Distribution

Gamma ROS Statistics using Extrapolated Data	
Minimum	1E-12
Maximum	42
Mean	8.193
Median	5.948
SD	7.039
k star	0.891
Theta star	9.194
Nu star	142.6
AppChi2	106.3
99% Gamma Approximate UCL	10.99
99% Adjusted Gamma UCL	11.08

Nonparametric Statistics

Kaplan-Meier (KM) Method	
Mean	8.379
SD	6.81
SE of Mean	0.767
99% KM (t) UCL	10.2
99% KM (z) UCL	10.16
99% KM (jackknife) UCL	10.2
99% KM (bootstrap t) UCL	11.2
99% KM (BCA) UCL	10.61
99% KM (Percentile Bootstrap) UCL	10.34
95% KM (Chebyshev) UCL	11.72
97.5% KM (Chebyshev) UCL	13.17
99% KM (Chebyshev) UCL	16.01

Potential UCL to Use

Recommendation Provided only
 for 95% Confidence Coefficient

Note: DL/2 is not a recommended method.

D

Appendix D
Waste Disposal Documentation

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CAG002715975	2. Page 1 of 1	3. Emergency Response Phone 800-639-1377	4. Manifest Tracking Number 006096325 JJK		
5. Generator's Name and Mailing Address CITY OF HAYWARD - REDEVELOPMENT AGENCY 777 B STREET HAYWARD, CA 94541 USA				Generator's Site Address (if different than mailing address) BOUNDED BY B.C. MYRTLE & FILBERT STREETS HAYWARD CA 94541 USA			
Generator's Phone: 510-593-4262				U.S. EPA ID Number: CA000771212			
6. Transporter 1 Company Name DENBEST TRANSPORTATION INC.				U.S. EPA ID Number			
7. Transporter 2 Company Name				U.S. EPA ID Number			
8. Designated Facility Name and Site Address CLEAN HARBORS ENVIRONMENTAL 2500 WEST LOKERN RD BRITTONWILLOW, CA 93206 USA				U.S. EPA ID Number CA0980675178			
Facility's Phone: 661-757-0200							
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes	
		No.	Type				
1.	NONE, NON-RCRA HAZARDOUS WASTE, SOLIDS, (SOIL CONTAMINATED WITH TRACE CHLORDANE)	1	DT	10	Y	#11	
2.							
3.							
4.							
14. Special Handling Instructions and Additional Information WASTE PROFILE NUMBER: CH000774B TH SALES ORDER: D34449650 DENBEST JOB NUMBER: DB09034 WEAR ALL APPROPRIATE PPE WHEN HANDLING MATERIAL. # 9D34849							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Offorer's Printed/Typed Name Gloria C. [Signature]				Signature [Signature]		Month Day Year 02 05 13	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____							
17. Transporter Acknowledgment of Receipt of Materials							
Transporter 1 Printed/Typed Name TERRY E. PUNO				Signature [Signature]		Month Day Year 02 05 13	
Transporter 2 Printed/Typed Name				Signature		Month Day Year	
18. Discrepancy							
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection							
Manifest Reference Number:							
18b. Alternate Facility (or Generator)				U.S. EPA ID Number			
Facility's Phone:							
18c. Signature of Alternate Facility (or Generator)						Month Day Year	
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1.		2.		3.		4.	
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a							
Printed/Typed Name				Signature		Month Day Year	

GENERATOR

TRANSPORTER

DESIGNATED FACILITY

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CAG0002710025	2. Page 1 of 1	3. Emergency Response Phone 800 838 1477	4. Manifest Tracking Number 006098315 JJK			
5. Generator's Name and Mailing Address CITY OF HAYWARD - REDEVELOPMENT AGENCY 777 B STREET HAYWARD, CA 94541 USA		Generator's Site Address (if different than mailing address) BOUNDED BY B.C. MYRTLE & HILBERT STREETS HAYWARD, CA 94541 USA						
Generator's Phone: 510 583 4267		6. Transporter 1 Company Name <i>DENBESTE TRANSPORTATION INC</i>			U.S. EPA ID Number CAG000011072			
7. Transporter 2 Company Name		U.S. EPA ID Number						
8. Designated Facility Name and Site Address CLEAN HARBORS ENVIRONMENTAL 2500 WEST LOKERN RD MUTTONMILL CREEK, CA 93208 USA		U.S. EPA ID Number CAG000011076						
Facility's Phone: 661 767 0205								
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
		No.	Type					
1.	NONE, NON-RCRA HAZARDOUS WASTE, SOLIDS, (SOL) CONTAMINATED WITH TRACE CHLORDANE	1	DT	10	Y	011		
2.								
3.								
4.								
14. Special Handling Instructions and Additional Information WASTE PROFILE NUMBER C100017/B SALES ORDER D4490950 DENBESTE JOB NUMBER DB08934 WEAR ALL APPROPRIATE PPE WHEN HANDLING MATERIAL # 1134647								
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.								
Generator's/Offeor's Printed/Typed Name <i>Timothy...</i>				Signature <i>[Signature]</i>		Month 02	Day 09	Year 12
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____								
17. Transporter Acknowledgment of Receipt of Materials								
Transporter 1 Printed/Typed Name <i>Timothy...</i>				Signature <i>[Signature]</i>		Month 12	Day 04	Year 13
Transporter 2 Printed/Typed Name				Signature <i>[Signature]</i>		Month	Day	Year
18. Discrepancy								
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection								
18b. Alternate Facility (or Generator) Manifest Reference Number: _____ U.S. EPA ID Number _____								
Facility's Phone: _____								
18c. Signature of Alternate Facility (or Generator)						Month	Day	Year
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)								
1.	2.	3.	4.					
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a								
Printed/Typed Name				Signature		Month	Day	Year

GENERATOR

TRANSPORTER INTL

DESIGNATED FACILITY

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CAC002715975	2. Page 1 of 1	3. Emergency Response Phone 800-838-1477	4. Manifest Tracking Number 006096314 JJK		
5. Generator's Name and Mailing Address CITY OF HAYWARD REDEVELOPMENT AGENCY 777 B STREET HAYWARD CA 94541 USA				Generator's Site Address (if different than mailing address) BOUNDED BY B.C. MYRTLE & HERBERT STREETS HAYWARD CA 94541 USA			
Generator's Phone: 510-803-4282		6. Transporter 1 Company Name DENBESTE TRANSPORTATION F. SALAS TRUCKING			U.S. EPA ID Number CA16-00015063		
7. Transporter 2 Company Name					U.S. EPA ID Number		
8. Designated Facility Name and Site Address CLEAN HARBORS ENVIRONMENTAL 2500 WEST LOKERN RD BUTTEVILLE, CA 95206 USA				U.S. EPA ID Number CA160061076			
Facility's Phone: 916-762-8200							
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes	
		No.	Type				
1.	NONE, NON RCRA HAZARDOUS WASTE, SOLIDS, (SOIL CONTAMINATED WITH TRACE CHLORDANE)	1	DT	10	Y	611	
2.							
3.							
4.							
14. Special Handling Instructions and Additional Information WASTE PROFILE NUMBER CH606776 SALES ORDER D4440650 DENBESTE JOB NUMBER DB00034 TANK 368 WEAR ALL APPROPRIATE PPE WHEN HANDLING MATERIAL Lic # 9275939							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Offorer's Printed/Typed Name Helen...				Signature [Signature]		Month Day Year 2 4 13	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Transporter signature (for exports only): _____ Date leaving U.S.: _____							
17. Transporter Acknowledgment of Receipt of Materials							
Transporter 1 Printed/Typed Name Fernando Salas				Signature [Signature]		Month Day Year 2 4 13	
Transporter 2 Printed/Typed Name				Signature		Month Day Year	
18. Discrepancy							
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection Manifest Reference Number: _____							
18b. Alternate Facility (or Generator)				U.S. EPA ID Number			
Facility's Phone:							
18c. Signature of Alternate Facility (or Generator)						Month Day Year	
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1.		2.		3.		4.	
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a							
Printed/Typed Name				Signature		Month Day Year	

GENERATOR

INT'L TRANSPORTER

DESIGNATED FACILITY

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CA0002715976	2. Page 1 of 1	3. Emergency Response Phone 800 638 1477	4. Manifest Tracking Number 006096312 JJK		
5. Generator's Name and Mailing Address CITY OF HAYWARD REDEVELOPMENT AGENCY 777 B STREET HAYWARD, CA 94541 USA Generator's Phone: 510-983-4262				Generator's Site Address (if different than mailing address) BOUNDED BY B.C. MYRTLE & ERBERT STREETS HAYWARD, CA 94541 USA			
6. Transporter 1 Company Name DENBESTE TRANSPORTATION INC.				U.S. EPA ID Number CA000013632			
7. Transporter 2 Company Name				U.S. EPA ID Number			
8. Designated Facility Name and Site Address CLEAN HARBORS ENVIRONMENTAL 2500 WEST LOKERN RD PLATONWILLOW, CA 93206 USA Facility's Phone: 861-761-0789				U.S. EPA ID Number CA0980075278			
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes	
		No.	Type				
1.	NONE, NON RCRA HAZARDOUS WASTE, SOLIDS (SOIL CONTAMINATED WITH TRACT CHLORIDANE)	1	D1	18	Y	811	
2.							
3.							
4.							
14. Special Handling Instructions and Additional Information WASTE PROFILE NUMBER CH006778 SALES ORDER DJ4940650 DENBESTE JOB NUMBER DB06934 WEAR ALL APPROPRIATE PPE WHEN HANDLING MATERIAL							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Offeror's Printed/Typed Name HUNTER GREEN				Signature [Signature]		Month Day Year 2 4 12	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Transporter signature (for exports only): _____ Date leaving U.S.: _____							
17. Transporter Acknowledgment of Receipt of Materials							
Transporter 1 Printed/Typed Name Allan H. King				Signature [Signature]		Month Day Year 2 4 12	
Transporter 2 Printed/Typed Name				Signature		Month Day Year	
18. Discrepancy							
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection							
Manifest Reference Number: _____							
18b. Alternate Facility (or Generator)				U.S. EPA ID Number			
Facility's Phone: _____							
18c. Signature of Alternate Facility (or Generator)						Month Day Year	
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1.	2.	3.	4.				
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a							
Printed/Typed Name				Signature		Month Day Year	

GENERATOR
INTL
TRANSPORTER
DESIGNATED FACILITY

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number CA0000715978	2. Page 1 of 1	3. Emergency Response Phone 909-936-1477	4. Manifest Tracking Number 006096311 JJK			
5. Generator's Name and Mailing Address CITY OF HAYWARD REDEVELOPMENT AGENCY 777 B STREET HAYWARD, CA 94541 USA				Generator's Site Address (if different than mailing address) BOUNDED BY B.C. MYRTLE & FURBER STREETS HAYWARD, CA 94541 USA				
Generator's Phone: 510-593-4267								
6. Transporter 1 Company Name DENBESTE TRANSPORTATION INC				U.S. EPA ID Number CA0000513632				
7. Transporter 2 Company Name				U.S. EPA ID Number				
8. Designated Facility Name and Site Address CLEAN HARBORS ENVIRONMENTAL 2500 WEST LOKER RD BUTTONWILLOW, CA 94505 USA				U.S. EPA ID Number CA0000075176				
Facility's Phone: 601-762-6306								
9a. HM	9b. U.S. DOT Description (Including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
		No.	Type					
1.	NONE, NON RCRA HAZARDOUS WASTE, SOLIDS, LIQUID CONTAMINATED WITH TRACE CHLORDANE	1	D1	18	Y	811		
2.								
3.								
4.								
14. Special Handling Instructions and Additional Information WASTE PROFILE NUMBER: CH006778 SALES ORDER: D4649650 DENBESTE JOB NUMBER: DB0934 WEAR ALL APPROPRIATE PPE WHEN HANDLING MATERIAL								
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.								
Generator's/Offeror's Printed/Typed Name				Signature		Month	Day	Year
						2	4	13
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Transporter signature (for exports only): _____ Date leaving U.S.: _____								
17. Transporter Acknowledgment of Receipt of Materials								
Transporter 1 Printed/Typed Name				Signature		Month	Day	Year
No. 112 10/24/13 11:52 AM						2	4	13
Transporter 2 Printed/Typed Name				Signature		Month	Day	Year
18. Discrepancy								
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection								
Manifest Reference Number: _____								
18b. Alternate Facility (or Generator)						U.S. EPA ID Number		
Facility's Phone: _____								
18c. Signature of Alternate Facility (or Generator)						Month	Day	Year
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)								
1.	2.	3.	4.					
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a								
Printed/Typed Name				Signature		Month	Day	Year

GENERATOR

TRANSPORTER

DESIGNATED FACILITY

Customer Summary Report**Criteria: 02/01/2013 12:00 AM to 02/13/2013 11:59 PM****Business Unit Name: Altamont Landfill & Resource Recovery Facility - S04305 (USA)****User: tvierra****Date: Feb 13 2013, 1:24:22 PM - Central Standard Time****Operation Type: All****Customer Name: All****Ticket Type: All****Customer Type: All****PMT Category: All****Profile: 612329CA**

Ticket Date	Ticket ID	Truck	Tons
2/4/2013	993411	9b47499	20.78
2/4/2013	993418	9B92715-DB135	21.68
2/4/2013	993420	9D00836 WT	22.28
2/4/2013	993427	9D28885	21.69
2/4/2013	993430	9e34011	20.89
2/4/2013	993432	9b88999	23.02
2/4/2013	993435	8A46151	22.06
2/4/2013	993443	15751c1	21.53
2/4/2013	993449	6K51420	22.32
2/4/2013	993454	9E40694	21.67
2/4/2013	993455	9B69931	20.62
2/4/2013	993456	9e05002	22.08
2/4/2013	993457	9b92243	20.43
2/4/2013	993468	9b47499	26.57
2/4/2013	993473	9D00836 WT	24.58
2/4/2013	993476	9B92715-DB135	22.98
2/4/2013	993479	9D28885	20.26
2/4/2013	993486	9e34011	22.98
2/4/2013	993489	9b88999	25.27
2/4/2013	993495	8A46151	25.01
2/4/2013	993510	15751c1	25.65
2/4/2013	993512	6K51420	22.07
2/4/2013	993513	9B69931	21.5
2/4/2013	993514	9E40694	23.87
2/4/2013	993518	9e05002	21.03
2/4/2013	993520	9b92243	20.62
2/4/2013	993524	9b47499	22.72
2/4/2013	993528	9D00836 WT	22.65
2/4/2013	993531	9B92715-DB135	23.54
2/4/2013	993533	9D28885	22.09
2/4/2013	993536	9A27528	24.48
2/4/2013	993542	9b88999	22.78

2/4/2013	993544	9e34011	22.53
2/4/2013	993558	8A46151	22.43
2/4/2013	993560	9d83396	20.97
2/4/2013	993562	9E29461	21.65
2/4/2013	993574	15751c1	25.52
2/4/2013	993581	6K51420	23.65
2/4/2013	993584	9E40694	24.49
2/4/2013	993586	9B69931	20.86
2/4/2013	993588	9e05002	20.26
2/4/2013	993592	9b47499	23.84
2/4/2013	993593	9b92243	22.25
2/4/2013	993594	9D00836 WT	23.76
2/4/2013	993595	9B92715-DB135	22.25
2/4/2013	993596	9D28885	19.43
2/5/2013	993655	up34924	21.54
2/5/2013	993656	CP31279	18.97
2/5/2013	993657	9b34792	21.99
2/5/2013	993660	9B92715-DB135	21.92
2/5/2013	993663	9D00836 WT	22.9
2/5/2013	993665	9A27528	23.44
2/5/2013	993667	9A61073WT	22.92
2/5/2013	993668	9b47499	21.84
2/5/2013	993672	9E29461	19.89
2/5/2013	993673	9d83396	20.03
2/5/2013	993675	9D28885	20.51
2/5/2013	993677	9D06197	23.99
2/5/2013	993686	9B92715-DB135	23.31
2/5/2013	993690	9B34792-DB108	22.68
2/5/2013	993692	9D00836 WT	21.09
2/5/2013	993694	9A27528	25.13
2/5/2013	993696	9b47499	22.85
2/5/2013	993704	CP31279	7.11
Material Total	64		1417.7
Customer Total	64		1417.7
Ticket Totals	64		1417.7
Internal Customer	Loads		
External Customer	Loads		
Pacific States Environmental	64		

EXHIBIT C – Burbank Residual Site LRPMP**HSC 34191.5 (c)(1)(G) Description of property's potential for transit oriented development**

The site is located less than a half-mile from the downtown Hayward BART station and Amtrak station, as well as many other amenities within the downtown Hayward area, including City Hall, the library, and shopping and entertainment uses. However, the project site is located within an existing single-family residential neighborhood that includes a mix of one-and two-story single-family residential homes. The style of the homes in this neighborhood includes Victorian and Colonial-Revival, as well as bungalows with some craftsman features. The proposed project on this property has been designed for consistency with the existing neighborhood and the guiding planning documents that govern development in this area.

HSC 34191.5 (c)(1)(G) Advancement of planning objectives of the successor agency

The proposed sale of the property and the planned development is consistent with the planning objectives of the successor agency.

In 2001, the City Council (Successor Agency Board) adopted the “Cannery Area Design Plan” (Design Plan), amended the City’s General Plan, rezoned older industrial properties in the 120-acre Design Plan area, and adopted the Cannery Area Special Design Overlay District (SD-4). The subject property was the former location of the Burbank Elementary School. Under the Design Plan, the school site was relocated to the west and a new school was constructed. The former school site was transferred from the Hayward Unified School District to the Hayward Redevelopment Agency to allow for sale and redevelopment of the former school site.

In 2008, the City Council amended the General Plan Land Use Designation, changed the Zoning District, and amended the Hayward Cannery Area Design Plan to facilitate the development of Medium Density Residential uses on the project site. At that time, Citation Homes was the developer anticipated for the project site; however, negotiations fell through and the site was once again available for development. In 2010, Urban Dynamic submitted an application to develop the site with fifty-seven detached, single-family homes. Urban Dynamic plans to acquire the property and develop it consistent with the approved Purchase and Sale Agreement and the approved planning entitlements for the property.

The proposed project is consistent with the Cannery Area Design Plan as well as the B Street Design guidelines.

DATE: August 23, 2012

TO: Chair and Members of Oversight Board

FROM: Assistant City Manager

SUBJECT: Approval by the Oversight Board to the Successor Agency of the Redevelopment Agency of the City of Hayward for the Transfer of the Residual Burbank Site from the Successor Agency to Urban Dynamic, LLC; and the Subsequent Assignment from Urban Dynamic to KB Home

RECOMMENDATION

That the Oversight Board:

1. Approve the transfer of the Residual Burbank Site (the "Property") from the Successor Agency to Urban Dynamic, LLC.
2. Approve the subsequent assignment of the Property from Urban Dynamic, LLC to KB Home.

BACKGROUND

On March 2, 2011, the Redevelopment Agency of the City of Hayward (the "Redevelopment Agency") conveyed the Property from the Redevelopment Agency to the City of Hayward in light of the proposed dissolution of California redevelopment agencies. Since that time, the City has been in negotiations with Urban Dynamic for the proposed sale of the Property for future residential development. The City Council, on June 28, 2011, approved the sale of the Residual Burbank School site to Urban Dynamic pursuant to the terms outlined in the staff report to the City Council entitled "Agreement for the Purchase and Sale of Real Property between the City of Hayward and Urban Dynamic, LLC for the Construction and Sale of Fifty-Seven Detached Single Family Homes – the Property is Located at 353 B Street"¹.

On March 20, 2012, the City Council approved the assignment of the Residual Burbank School site to KB Home, and also approved the reduction of the purchase price from \$4,000,000 to \$3,600,000, reflecting declining market values for new homes. The parties intended that the assignment would occur upon the close of escrow by Urban Dynamic, which is scheduled to occur when remediation of the site is complete. The terms of the assignment are outlined in the March 20, 2012 staff report to the City Council entitled "Request for Assignment of the Purchase and Sales Agreement between the City of Hayward and Urban Dynamic, LLC to KB Home South Bay, Inc. for the Construction

¹ June 28, 2011 Staff Report (page 340): <http://www.hayward-ca.gov/CITY-GOVERNMENT/CITY-COUNCIL-MEETINGS/2012/CCA11PDF/cca06281full.pdf>

and Sale of Fifty-Seven Detached Single-Family Homes on Property Located at 353 B Street”². The parties anticipate that the assignment to KB Home will facilitate the proposed development of fifty-seven homes as approved by the Planning Commission and City Council.

DISCUSSION

The transfer of the Property from the Successor Agency to Urban Dynamic, LLC, and the ultimate assignment from Urban Dynamic to KB Home, will result in the expeditious disposal of the property in a manner aimed at maximizing the value and preventing further losses from declining market value, in a manner consistent with the Dissolution Act. Furthermore, the conveyance of the Property by the Successor Agency to Urban Dynamic and the subsequent assignment to KB Home allows for greater assurance that the site will be developed as residential housing. Therefore, staff recommends that the Oversight Board direct the Successor Agency to dispose of the Property to Urban Dynamic pursuant to a purchase and sale agreement incorporating the terms for the disposition of the Property specified in both the June 28, 2011 and March 20, 2012 staff reports and to take any action and execute any document as may be necessary to implement the disposition of the Property pursuant to the terms therein and subject to the completion of the remediation efforts.

ECONOMIC AND FISCAL IMPACT

The City Council previously approved the sale of the site for \$3,600,000. Staff recommends that the Oversight Board approve the Successor Agency’s transfer of the Property to Urban Dynamic for the same sales price, as it reflects current market values and will provide for the most expeditious transfer of the Property. The proceeds of the sale of the Property will be distributed to taxing entities pursuant to the requirements of the Health and Safety Code Section 34177(e).

PUBLIC CONTACT

June 29, 2010: The Redevelopment Agency Board authorized the Executive Director to enter into an Exclusive Negotiating Agreement with Urban Dynamic, LLC for a Proposed Residential Development at the Residual Burbank School site.

January 18, 2011: The Redevelopment Agency Board authorized the Executive Director to grant a ninety-day extension to the Exclusive Negotiating Agreement with Urban Dynamic, LLC

January 24, 2011, and April 25, 2011: Neighborhood Partnership Meetings were held at the Burbank Elementary School; Urban Dynamic, LLC shared the plans for the proposed site informally after the public meeting.

May 26, 2011: Planning Commission Meeting; a notice of the public hearing was sent to all property owners within a 300-foot radius, as well as an expanded notification list that included all property owners along B Street.

June 28, 2011: City Council approved the rezoning and tentative map for the site and approved the sale of the site to Urban Dynamic for four million dollars.

² March 20, 2012 Staff Report (page 59): <http://www.hayward-ca.gov/CITY-GOVERNMENT/CITY-COUNCIL-MEETINGS/2012/CCA12PDF/cca032012full.pdf>

March 20, 2012: Approval of the assignment of the Purchase and Sale Agreement from Urban Dynamic to KB Home.

July 17, 2012: Approval of the conveyance of the Residual Burbank School Site from the City to the Successor Agency; Successor Agency approval and acceptance of the conveyance of the Residual Burbank School site from the City to the Successor Agency; and approval of the conveyance of the Residual Burbank School site to Urban Dynamic and subsequent assignment to KB Home.

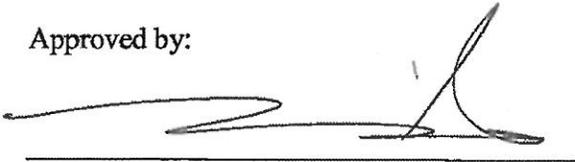
NEXT STEPS

The City Manager, on behalf of the Successor Agency, will negotiate and execute a purchase and sale agreement incorporating the terms specified in the Purchase and Sale Staff Report.

Prepared by: Gloria Ortega, Redevelopment Project Manager

Recommended by: Kelly McAdoo Morariu, Assistant City Manager

Approved by:



Fran David, City Manager

Attachments:

I – Resolution Approving the Property Transfer to Urban Dynamic

HAYWARD SUCCESSOR AGENCY OVERSIGHT BOARD

RESOLUTION 2012-09

RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY FOR THE REDEVELOPMENT AGENCY OF THE CITY OF HAYWARD APPROVING THE TRANSFER OF THE PROPERTY BY THE SUCCESSOR AGENCY TO URBAN DYNAMIC

WHEREAS, the California state legislature enacted Assembly Bill x1 26 (the "Dissolution Act") to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*); and

WHEREAS, on January 10, 2012 and pursuant to Health and Safety Code Section 34173, the City Council of the City of Hayward (the "City Council") declared that the City of Hayward, a charter city (the "City"), would act as successor agency (the "Successor Agency") for the dissolved Redevelopment Agency of the City of Hayward (the "Dissolved RDA") effective February 1, 2012; and

WHEREAS, on February 1, 2012, the RDA was dissolved pursuant to Health and Safety Code Section 34172; and

WHEREAS, pursuant to AB 1484 ("AB 1484"), enacted June 27, 2012 to amend various provisions of the Dissolution Act, the Successor Agency is now declared to be a separate legal entity from the City; and

WHEREAS, the Dissolution Act provides for the appointment of an oversight board (the "Oversight Board") with specific duties to approve certain Successor Agency actions pursuant to Health and Safety Code Section 34180 and to direct the Successor Agency in certain other actions pursuant to Health and Safety Code Section 34181; and

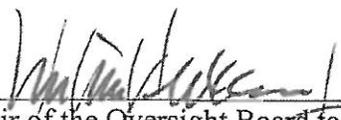
WHEREAS, on August 21, 2012, the City of Hayward (the "City") transferred to the Successor Agency the property generally described as the "Residual Burbank Site" as more particularly described in Exhibit A to this Resolution, incorporated herein by this reference (the "Property"), which the City had acquired from the Dissolved RDA prior to its dissolution; and

WHEREAS, the City has been in negotiations with Urban Dynamic, and on June 28, 2011, the City Council approved the sale of the Property pursuant to the terms described in the staff report to the City Council entitled "Agreement for the Purchase and Sale of Real Property between the City of Hayward and Urban Dynamic, LLC for the Construction and Sale of Fifty-Seven Detached Single Family Homes – the Property is Located at 353 B Street" (the "Purchase and Sale Staff Report"), incorporated herein by this reference; and

WHEREAS, on March 20, 2012, the City Council approved the assignment of the right to purchase the property from Urban Dynamic to KB Home pursuant to the terms referenced in the staff report to the City Council entitled "Request for Assignment of the Purchase and Sales Agreement between the City of Hayward and Urban Dynamic, LLC to KB Home South Bay,

Henson
Salinas
Valle

NOES:	0	BOARD MEMBERS:	
ABSTAIN:	0	BOARD MEMBERS:	
ABSENT:	1	BOARD MEMBERS:	Armas



Chair of the Oversight Board for
the Hayward Successor Agency

Exhibit A

EXHIBIT A

LEGAL DESCRIPTION

REAL property in the City of Hayward, County of Alameda, State of California, described as follows:

ALL of PARCEL 1, as said parcel is shown on Parcel Map 9659, filed July 7, 2008 in Map Book 308, Pages 29-34, inclusive, Alameda County Records.

CONTAINING 3.8480 acres, more or less as shown on said Parcel Map 9659.

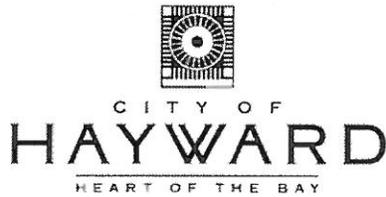
July 9, 2008



NORMAN PAYNE
L.S. No. 4388
License Expires 09/30/09



APN: 431-0110-007-00



DATE: March 20, 2012

TO: Mayor and City Council

FROM: Assistant City Manager

SUBJECT: Request for Assignment of the Purchase and Sales Agreement between the City of Hayward and Urban Dynamic, LLC to KB Home South Bay, Inc. for the Construction and Sale of Fifty-Seven Detached Single-Family Homes on Property Located at 353 B Street

RECOMMENDATION

That the City Council approves the Request for Assignment of the Purchase and Sales Agreement between the City of Hayward and Urban Dynamic, LLC to KB Home South Bay, Inc. for the sale of certain real property located at 353 B Street for the potential development of fifty-seven detached single-family homes, and adopts the attached resolution (Attachment I) authorizing the City Manager to negotiate and execute the Assignment for the Purchase and Sales Agreement evidencing such transaction.

BACKGROUND

For the past year, staff has been in the process of negotiating and finalizing a Purchase and Sales Agreement with Urban Dynamic, LLC. These negotiations have been prolonged by numerous circumstances: first, the transfer of the property from the Redevelopment Agency to the City in March 2011, resulting in the conversion of a draft Disposition and Development Agreement to a Purchase and Sales Agreement; second, the request by Urban Dynamic, LLC, for a sales price reduction; and third, the current request to assign the Purchase and Sales Agreement to KB Home South Bay, Inc.. During this time frame, Urban Dynamic, LLC, was undergoing the entitlement process concluding with the Planning Department and City Council approvals. The following outlines key project milestones:

- July 2008: The Agency acquired the Burbank Residual School site from the Hayward Unified School District (HUSD) in July 2008. The site was conveyed to the Agency pursuant to the Public Facilities Development Agreement between the Agency, the City, HUSD, and the Hayward Area Recreation District (HARD), as partial payment to the Agency for funding the construction of the new Burbank Elementary School. The site is approximately 3.84 acres and it is an entire City block bounded by B and C Streets to the North and South, respectively, and Myrtle and Filbert Streets to the East and West, respectively (see Attachment II).

- May 2009: After an Exclusive Negotiating Agreement (ENA) with Citation Homes Central was terminated, the Agency received an unsolicited proposal from Urban Dynamic, LLC, to purchase the site for \$4.0 million dollars.
- June 29, 2010: Prior to the transfer of the land from the Redevelopment Agency to the City, the Agency Board authorized the Executive Director to enter into an Exclusive Negotiating Agreement (ENA) with Urban Dynamic, LLC, for a ninety-day period to prepare initial development plans, to have the site appraised, to determine its market value, and to potentially negotiate the basic terms of a Disposition and Development Agreement (DDA). Upon execution of the ENA, Urban Dynamic, LLC, paid the Agency a \$50,000 non-refundable deposit for Agency incurred expenses. The deposit shall be credited to the purchase price at close of escrow. The ENA required Urban Dynamic, LLC's commitment to design and innovative "green" building standards, while maintaining economic feasibility.
- January 18, 2011: The Agency Board authorized the Executive Director to grant a ninety-day extension to the Exclusive Negotiating Agreement with Urban Dynamic, LLC, at which time the developer increased their deposit by \$45,000.
- March 2011: The Redevelopment Agency transferred the property to the City and assigned the Exclusive Negotiating Agreement to the City as well.
- May 26, 2011: The Planning Commission approved the Rezoning and Tentative Tract Map.
- June 28, 2011: The Agency Board authorized the Executive Director to Negotiate and Execute a Contract with TRC Solutions, Inc. (TRC) to prepare a Removal Action Completion Report (RAC) to address remaining groundwater contamination on the site.
- June 28, 2011: The City Council approved the rezoning and tentative map for the site. As part of the approval, Urban Dynamic, LLC will add green elements not required by the City's Green Building Ordinance. The City's Green Building ordinance requires homes to meet a minimum of 50 point on the GreenPoint Rated checklist. Conditions of Approval requires each home to achieve a minimum of 100 points on the GreenPoint Rated checklist or have LEED silver designation.
- June 28, 2011: The City Council approved the sale of the Residual Burbank School Site to Urban Dynamic, LLC for \$4.0 million dollars.
- December 20, 2011: The City Council approved a request from Urban Dynamic, LLC to reduce the Purchase Price of the Burbank Residual School site from \$4.0 million to \$3.6 million due to a decline in average home prices and other economic conditions. The request was supported by a market analysis completed for the project.

DISCUSSION

On February 9, 2012, Urban Dynamic, LLC requested that their Purchase and Sales Agreement be

assigned to KB Home South Bay, Inc. due to challenges financing the project (see Attachment III: Letter to City Manager). The Purchase and Sales Agreement does allow for the Assignment with all terms and conditions being transferred to KB Home, subject to the City's approval.

Since Urban Dynamic, LLC's initial request for a price reduction in December 2011, and now the assignment request, they have not proceeded with project entitlements. Upon approval of the assignment request, KB Home South Bay, Inc. will resume work on the entitlement process. An updated "Project Milestones" schedule indicates that KB Home South Bay, Inc. will submit grading and improvement plans on April 2, 2012. First phase of construction is scheduled for February 23, 2013, followed by five construction phases with the last phase completed by October 25, 2014. The entire project is expected to close by May 1, 2015.

The key deal points that would transfer to KB Home South Bay, Inc. include the following:

Soil Clean-up & Removal Action Work Plan: On May 10, 2011, TRC Solutions, Inc. (TRC), presented the results of their soils investigation study to the City. The study identified four locations that contain arsenic, lead, and/or mercury levels exceeding approved levels for residential communities. Updated soil testing has modified the original removal strategy which may require an increase in soil removal from four locations to ten or eleven locations. Upon completion of the soil removal, TRC will prepare a Removal Action Completion (RAC) Report for submission to the Department of Toxic Substance Control (DTSC) for regulatory approval. TRC will work with the City to obtain a "No Further Action" (NFA) certification letter from DTSC.

The contract amount for remediation of the site and obtaining clearance from DTSC is \$62,000, and it is staff's expectation that this amount will not increase dramatically as a result of the additional soil removal based on updated soils testing. A change of staff at TRC resulted in a delay in the completion of the mitigation work. However, completion of the remediation work should coincide with KB Home South Bay, Inc.'s submission of grading and improvement plans.

- Development Fees and Charges: Development Fees and Charges are fixed at current rates and will be due at the close of escrow for the sale of each unit as follows: Building Construction & Improvement Tax at \$750 per unit; Supplemental Building Construction & Improvement Tax at \$1,200 per unit; Park-Dedication-in-lieu Fees at \$11,953 per unit; Inclusionary Housing In-Lieu Fees at \$80,000 per inclusionary unit; and Sewer and Water Connection Fees at \$7,255 per unit.
- Prevailing Wages & Use of Local Contractors: KB Home South Bay, Inc. shall be required to pay all contractors and subcontractors performing improvements on the Site prevailing wages for each craft and classification as determined by the Director of the Department of Industrial Relations. KB Home South Bay, Inc. will use reasonable efforts to retain Hayward-based contractors and subcontractors for construction of the project.
- Inclusionary Housing Ordinance: In January 2011, the City Council adopted an Ordinance providing interim relief from the Inclusionary Housing Ordinance effective until December 31,

2012. The Relief Ordinance allows a developer to pay an inclusionary housing in-lieu fee “by right” rather than providing the units on-site. In this particular case, the applicant has indicated they will pay the in-lieu fee as allowed for in the Relief Ordinance. The in-lieu fee cost is \$80,000 per affordable unit for a total of six units. A total of Four Hundred Eighty Thousand Dollars (\$480,000) will be paid for the project. Fees will be paid upon issuance of building permits with the exception of the first phase where fees will be paid at the conclusion of construction in conjunction with issuance of building permits issued for the second phase.

- Green Features: As agreed at the outset and as noted above, Urban Dynamic, LLC, has designed the project to include the following “green features”: (1) All homes would have a charging station within garages for electric vehicles; (2) Buyers will be offered a baseline solar energy package of 2.5Kw and the potential for upgrade to a 4.0Kw system depending on the floor plan and orientation; (3) Solar water heater technology will also be made available as an optional feature for the homes; and (4) the applicant will be seeking environmental and resource conservation recognitions and designations, such as LEED Neighborhood Design.
- Underground Service: All service to dwellings shall be “underground service” designed and installed in accordance with Pacific Gas and Electric Company, AT&T (phone) Company, local cable company, and City regulations. All facilities necessary to provide service to the dwelling, including transformers and switchgear, shall also be undergrounded, as approved by the Planning Commission as a condition of project approval.

FISCAL AND ECONOMIC IMPACT

Based on the terms of the Purchase and Sales Agreement, Urban Dynamic, LLC will purchase the site for \$3.6 million. The close of escrow will occur when assignment to KB Home South Bay, Inc. is complete and DTSC issues a No Further Action letter expected by the end of April 2012. Staff will report back to the City Council regarding the disbursement of the funds as the process for dissolving the Redevelopment Agency becomes clearer.

PUBLIC CONTACT

June 29, 2010: In a public hearing, Redevelopment Agency Board authorized an Exclusive Negotiating Agreement with Urban Dynamic, LLC, for a Proposed Residential Development at the Residual Burbank School.

November 18, 2010: Property owners within a 300-foot radius of the project site were notified of meeting to be held November 18; two residents attended this meeting and expressed their support for the proposed project.

January 18, 2011: In a public hearing, the Redevelopment Agency Board authorized an extension of the Exclusive Negotiating Agreement with Urban Dynamic, LLC.

January 24, 2011, and April 25, 2011: Neighborhood Partnership Meetings were held at the Burbank Elementary School; Urban Dynamic, LLC shared the plans for the proposed site informally after the public meeting with interested members of the community.

There have also been numerous public hearings and community meetings held in conjunction with the approvals of the project entitlements and design.

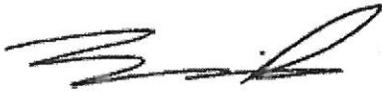
NEXT STEPS

Staff will work with Urban Dynamic, LLC, and KB Home South Bay, Inc. to execute the Assignment of the Purchase and Sales Agreement. KB Home South Bay, Inc. will continue to work toward complying with the conditions of approval to allow approval of a precise development plan, approval of a final map, and to ultimately allow for construction of the project. The close of escrow will occur on or before May 18, 2012, or as soon the NFA certification letter is issued by DTSC, which could be as early as mid-April. Final Map approval is expected by July 17, 2012. Phase I construction is scheduled to begin April 26, 2013, and project completion is scheduled for June 30, 2015.

Prepared by: Gloria Ortega, Project Manger

Recommended by: Kelly McAdoo Morariu, Assistant City Manager

Approved by:



Fran David, City Manager

Attachments:

- Attachment I: Resolution
- Attachment II: Site Map
- Attachment III: Letter to Fran David, City Manager from Perry Hariri, Urban Dynamic, LLC

HAYWARD CITY COUNCIL

RESOLUTION NO.

Introduced by Council Member _____

RESOLUTION APPROVING THE ASSIGNMENT AND ASSUMPTION OF THE PURCHASE AND SALE AGREEMENT FOR THE RESIDUAL BURBANK PROPERTY FROM URBAN DYNAMIC, LLC TO KB HOME SOUTH BAY, INC.

BE IT RESOLVED that the City Council of the City of Hayward hereby authorizes the City Manager to negotiate and execute all documents necessary to effectuate the assignment and assumption of the Agreement for Purchase and Sale of Real Property, relating to the residual Burbank school property located at 353 B Street, from Urban Dynamic, LLC, to KB HOME South Bay, Inc., in a form approved by the City Attorney.

IN COUNCIL, HAYWARD, CALIFORNIA _____, 2012

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:
MAYOR:

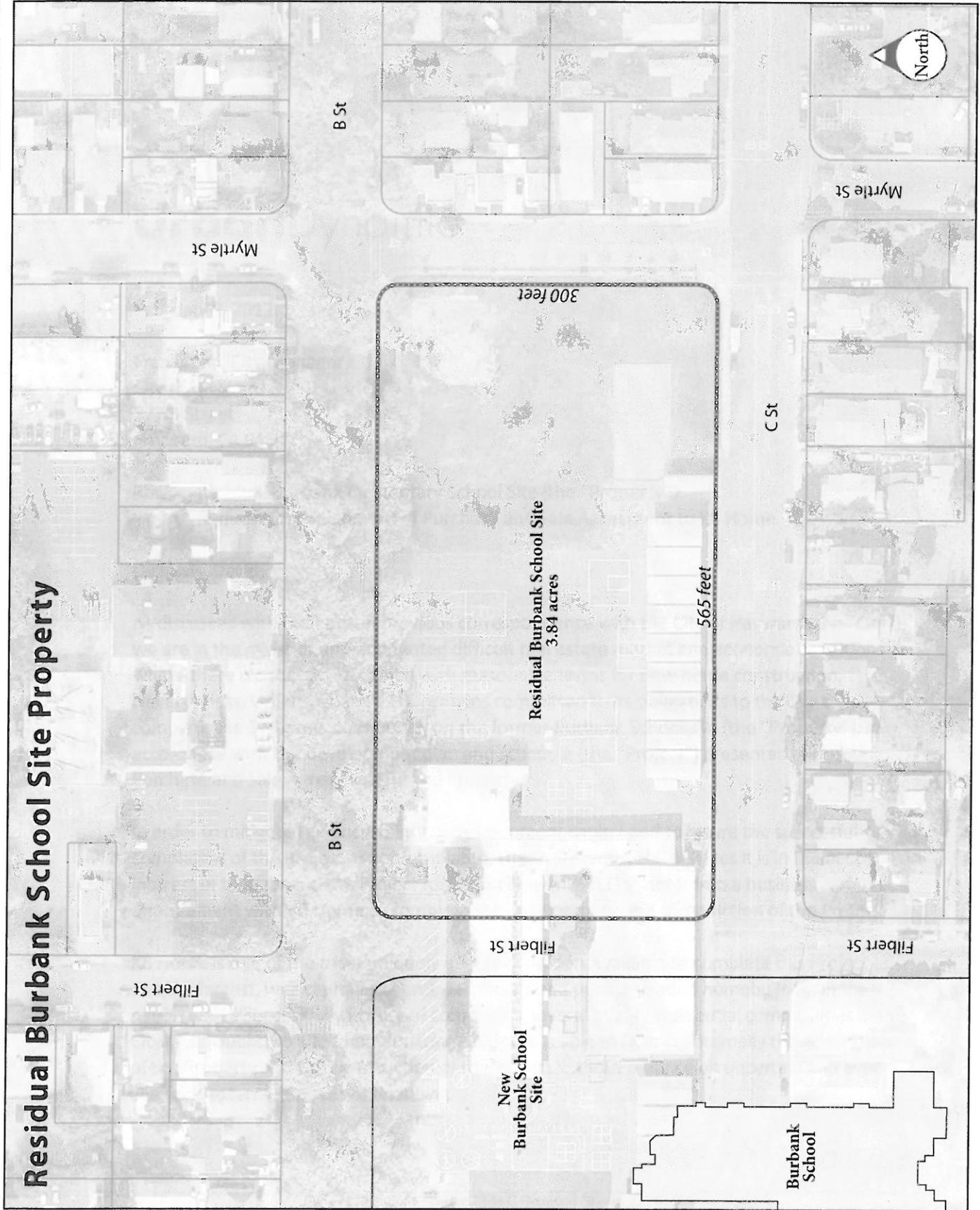
ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward





February 9, 2012

Fran David, City Manager
City of Hayward
777 B Street
Hayward, CA 94541

Re: Residual Burbank Elementary School Site (the "Property")
Request for Assignment of Purchase and Sale Agreement to KB Home

Dear Ms. David:

As discussed with Staff and in previous correspondence with the City of Hayward (the "City"), we are in the midst of unprecedented difficult real estate market and economic conditions where there is a scarcity of capital with reasonable terms for new home construction. Nevertheless, Urban Dynamic, LLC remains committed to its obligations to the City to complete the 57-home community on the former Burbank School site (the "Property"), in accordance with the development plan and schedule (the "Project") presented in the Purchase and Sale Agreement for the Property.

In order to mitigate the uncertainty of development capital and to insure the successful completion of the Project as contemplated, Urban Dynamic, LLC believes it is in the best interest of the City and the Project for Urban Dynamic, LLC to enter into a business arrangement with KB Home to complete the development and construction of the Project.

KB Home is one of the most uniquely qualified builders available to complete this Project as one the largest, well capitalized, and well recognized publicly traded homebuilders in the nation with a successfully history of completing several quality residential communities in the City. As a publicly traded homebuilder, KB Home is able to finance internally the acquisition of the Property and the construction of the Project without reliance on uncertain and ever changing external sources of financing.

February 9, 2012

Urban Dynamic, LLC is confident that KB Home is the best qualified and capable partner for Urban Dynamic, LLC and the City and is committed to fulfilling the obligations of the Purchase and Sale Agreement.

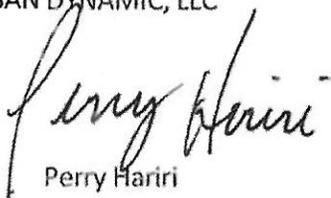
The Purchase and Sale Agreement contemplated a scenario whereby the assignment of the rights and obligations outlined in the Agreement might be warranted. Indeed, in pertinent part, section 1.4.2 "[N]othing herein shall be deemed to prevent:

C. An assignment to an entity which assumes the obligations of Buyer pursuant to this Agreement, subject to the prior written consent of Seller, which shall not be unreasonably withheld; "

Accordingly, we hereby respectfully request your recommendation to the City Council for consent to Urban Dynamic, LLC's assignment of its rights and obligations pursuant to the Purchase and Sale Agreement for the Property to KB Home.

Respectfully submitted,

URBAN DYNAMIC, LLC



By: Perry Hariri
Its: Principal

cc Gloria Ortega
Kelly Morariu



DATE: June 28, 2011

TO: Mayor and City Council

FROM: Assistant City Manager/Interim Redevelopment Agency Director

SUBJECT: Agreement for the Purchase and Sale of Real Property between the City of Hayward and Urban Dynamic, LLC for the Construction and Sale of Fifty-Seven Detached Single Family Homes – the Property is Located at 353 B Street

RECOMMENDATION

That the City Council approves the sale of certain real property located at 353 B Street for the potential development of fifty-seven detached single-family homes by Urban Dynamic, LLC, and adopts the attached resolution (Attachment I) authorizing the City Manager to negotiate and execute the Agreement for Purchase and Sale of Real Property evidencing such transaction.

BACKGROUND

The Redevelopment Agency acquired the Burbank Residual School site from the Hayward Unified School District (HUSD) in July 2008. The subject property was the former location of the Burbank Elementary School; under the Cannery Area Design Plan, the school site was relocated to the west and a new school was constructed. In August 2005, to assure that the facilities at the new Burbank Elementary School would be available for community use, the Hayward Area Recreation and Park District (HARD) and the Hayward Unified School District (HUSD) amended the “Master Facilities Use Agreement” to assure that the facilities at the new Burbank Elementary School would be available to be used for HARD activities when not in use for school or school-related activities.

The site was conveyed to the Agency pursuant to the Public Facilities Development Agreement between the Agency, the City, HUSD, and the Hayward Area Recreation District (HARD), as partial payment to the Agency for funding the construction of the new Burbank Elementary School. The site is approximately 3.84 acres and it is an entire city block bounded by B and C Streets to the north and south, respectively, and Myrtle and Filbert Streets to the east and west, respectively (see Attachment II).

The Agency originally had a preliminary offer of \$6.0 million from Citation Homes on the property at the height of the market. After that deal fell through and an Exclusive Negotiating Agreement (ENA) with Citation Homes Central was terminated in May 2009, the Agency received an unsolicited proposal from Urban Dynamic, LLC, to purchase the site for \$4.0 million dollars. In June 29, 2010, the Redevelopment Agency Board authorized the Executive Director to enter into an

Exclusive Negotiating Agreement (ENA) with Urban Dynamic, LLC for a ninety-day period to prepare initial development plans, have the site appraised, determine its market value, and potentially negotiate the basic terms of a Disposition and Development Agreement (DDA). Upon execution of the ENA, Urban Dynamic, LLC, paid the Agency a \$5,000 non-refundable deposit for Agency incurred expenses. The Deposit shall be credited to the Purchase Price at close of escrow.

On January 18, 2011, the Agency Board authorized the Executer Director to grant a ninety-day extension to the Exclusive Negotiating Agreement with Urban Dynamic, LLC, at which time the developer increased their deposit by \$45,000. If the Agreement for Purchase and Sale of Real Property is terminated prior to close of escrow, any unexpended portion of the Deposit will be returned to Urban Dynamic if the Agreement is terminated due to a default by the City. However, if Urban Dynamic defaults on the Agreement, the City shall retain the deposit.

In March 2011, in response to the Governor's proposal to eliminate redevelopment agencies throughout the State, the Redevelopment Agency transferred the property to the City and assigned the Exclusive Negotiating Agreement to the City as well.

DISCUSSION

In accordance with the terms of the Exclusive Negotiating Agreement, Urban Dynamic, LLC, submitted an application to the Planning Division for the Rezoning and Tentative Tract Map for the proposed fifty-seven single family homes at the Residual Burbank School Site on October 22, 2010 (see Attachment II). The Planning Commission approved the Rezoning and Tentative Tract Map for the project on May 22, 2011. The architectural design is reflective of the neighborhood character, including along B Street. In addition, the project proposes substantial green features including, but not limited to: (1) a standard solar package on all units with opportunities for upgrades; (2) a charging station within each garage for electric vehicles; and (3) the development is seeking a LEED Neighborhood Design designation for the project.

As part of the negotiations with Urban Dynamic, LLC to sell/purchase the site, the following are the key deal points:

- Soil Clean-up & Removal Action Work Plan: On May 10, 2011, TRC Solutions, Inc. (TRC) presented the results of their soils investigation study to the City. The study identified four locations that contain arsenic, lead and/or mercury levels exceeding approved levels for residential communities. The proposed remediation efforts will include soil removal in the four locations. The size of each location is approximately 50 feet by 50 feet by .5 feet to 1 foot deep. Upon completion of the soil removal, TRC will prepare a Removal Action Completion (RAC) Report for submission to the Department of Toxic Substance Control (DTSC) for regulatory approval. TRC will work with the City to obtain a "No Further Action" (NFA) certification letter from DTSC.

The contract amount for remediation of the site and obtaining clearance from DTSC is \$62,000. Urban Dynamic, LLC will reimburse the City for the cost of the remediation work and the additional preliminary soils investigative work, which cost \$24,800.

- Development Fees and Charges: To ensure that future increases in fees and charges do not impact the overall feasibility of the project, Urban Dynamic, LLC, has requested that current rates for “Development Fees and Charges” be fixed at current rates and will be due at the close of escrow for the sale of each unit as follows: - “Building Construction & Improvement Tax” at \$750 per unit; “Supplemental Building Construction & Improvement Tax” at \$1,200 per unit; “Park-Dedication-in-lieu Fees” at \$11,953 per unit; “Inclusionary Housing In-Lieu Fees” at \$80,000 per inclusionary unit; and “Sewer and Water Connection Fees” While staff does not anticipate significant increases in any of these fees or charges, given the unstable housing market, staff agreed that this was a reasonable request.
- Prevailing Wages: Urban Dynamic, LLC shall be required to pay all contractors and subcontractors performing improvements on the Site prevailing wages for each craft and classification as determined by the Director of the Department of Industrial Relations.
- Inclusionary Housing Ordinance: In January 2011, the City Council adopted an Ordinance providing interim relief from the Inclusionary Housing Ordinance effective until December 31, 2012. The Relief Ordinance allows a developer to pay an inclusionary housing in-lieu fee “by right” rather than providing the units on-site. In this particular case, the applicant has indicated they will pay the in-lieu fee as allowed for in the Relief Ordinance. The in-lieu fee cost is \$80,000 per affordable unit.
- Green Features: As noted above, Urban Dynamic, LLC has designed the project to include solar panels and other “green features” with the potential for buyers to purchase upgraded green amenities.
- Underground Service: all service to dwellings shall be “underground service” designed and installed in accordance with Pacific Gas and Electric Company, AT&T (phone) Company, local cable company, and City regulations. All facilities necessary to provide service to the dwelling, including transformers and switchgear, shall also be undergrounded, as approved by the Planning Commission as a condition of project approval.

FISCAL AND ECONOMIC IMPACT

Urban Dynamics has proposed to purchase the site for the amount of \$4,000,000. While this is substantially below the first offered price by Citation two years ago (\$6.0 million), it is definitely within market in the current economy. In addition, the green focus of the proposed development is an added benefit to the community.

Since this property is now under City ownership, the proceeds from the sale will go into the General Fund. Given the complexities and unknowns surrounding City-Agency transactions and the uncertain future of the Agency, staff recommends that these funds be held in a designated reserve once escrow has closed. As close of escrow approaches, staff will return to Council for a policy discussion on the use of these funds.

In addition to the sale proceeds, redevelopment of the site will generate an estimated \$250,000 to \$300,000 per year in tax increment. Additionally, construction jobs would be created as the housing units are developed.

PUBLIC CONTACT

June 29, 2010: Redevelopment Agency Board authorized an Exclusive Negotiating Agreement with Urban Dynamic, LLC for a Proposed Residential Development at the Residual Burbank School

November 18, 2010: Property owners within a 300-foot radius of the project site were notified of meeting to be held November 18; two residents attended this meeting and expressed their support for the proposed project.

January 18, 2011: Redevelopment Agency Board authorization to extend the Exclusive Negotiating Agreement with Urban Dynamic, LLC.

January 24, 2011, and April 25, 2011: Neighborhood Partnership Meetings were held at the Burbank Elementary School; Urban Dynamics, LLC shared the plans for the proposed site informally after the public meeting with interested members of the community.

May 26, 2011: Planning Commission Meeting to consider land use entitlements for the project; notice of the public hearing was sent to all property owners within a 300-foot radius as well an expanded notification list that included all property owners along B Street.

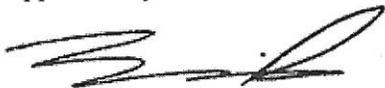
NEXT STEPS

Staff will continue to negotiate and execute the Agreement for Purchase and Sale of Real Property. Urban Dynamic will continue to work toward complying with the conditions of approval to allow approval of a precise development plan, approval of a final map and ultimately allow for construction of the project. Final Map approval is expected by November 30, 2011, at which time the close of escrow will occur completing the sale and transfer of the site. Phase I construction is scheduled to begin April 15, 2012 and project completion is scheduled for May 31, 2012.

Prepared by: Gloria Ortega, Project Manger

Recommended by: Kelly McAdoo Morariu, Assistant City Manager /Interim Redevelopment
Agency Director

Approved by:



Fran David, City Manager

Attachments:

- Attachment I: Resolution
- Attachment II: Site Map
- Attachment III: Street Scene

CITY COUNCIL OF THE CITY OF HAYWARD

RESOLUTION NO. _____

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF HAYWARD AND URBAN DYNAMIC, LLC, FOR THE PURCHASE AND SALE OF REAL PROPERTY LOCATED AT 353 B STREET (THE "RESIDUAL BURBANK SCHOOL SITE") FOR THE CONSTRUCTION AND SALE OF FIFTY-SEVEN DETACHED SINGLE FAMILY HOMES

WHEREAS, the City owns certain real property located at 353 "B" Street (the "Residual Burbank School site") in the City of Hayward, County of Alameda, State of California; and

WHEREAS, on June 29, 2010, the Agency Board of the Redevelopment Agency of the City of Hayward authorized the Executive Director to enter into an Exclusive Negotiating Agreement (ENA) with Urban Dynamic, LLC (the "Developer") for a ninety-day period to negotiate the basic terms of a Disposition and Development Agreement for the Residual Burbank School site; and

WHEREAS, on January 18, 2011, the Agency Board authorized the Executive Director to execute a ninety-day extension to the ENA with the Developer for disposition of the Residual Burbank School site; and

WHEREAS, subsequent to the execution of the ninety-day extension of the ENA, the Redevelopment Agency transferred the Residual Burbank School site to the City; and

WHEREAS, the Developer proposes to develop the property with fifty-seven market-rate detached single-family homes (the "Project") and has applied for the requisite land use entitlements to proceed with the Project; and

WHEREAS, the City desires to enter into a purchase and sale agreement (the "Agreement") with the Developer, pursuant to which the City would sell the Residual Burbank School site to the Developer for Four Million Dollars (\$4,000,000.00) and the Developer would develop the Project on the site; and

WHEREAS, the Planning Commission, at a duly noticed meeting held on May 26, 2011, recommended that the City Council adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and approve the Project; and

WHEREAS, pursuant to Government Code section 37350, the City has the authority to dispose of its property for the common benefit and the common benefit is served by the sale of the Residual Burbank School site, for the reasons set forth in Resolution No. 11-____ approving the zone change and vesting tentative map for the Project; and

WHEREAS, the City Council, at a duly noticed hearing held on June 28, 2011, adopted the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program and approved the Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby relies on the previously adopted Mitigated Negative Declaration for the Project and authorizes the City Manager to negotiate and execute a purchase and sale agreement, and such other documents as may be reasonably necessary to consummate this transaction, with Urban Dynamic, LLC, for the disposition and development of the Residual Burbank School site, in the amount of \$4,000,000.00 and subject to the terms described in the accompanying staff report, in a form approved by the City Attorney.

IN COUNCIL, HAYWARD, CALIFORNIA June 28, 2011

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:

MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

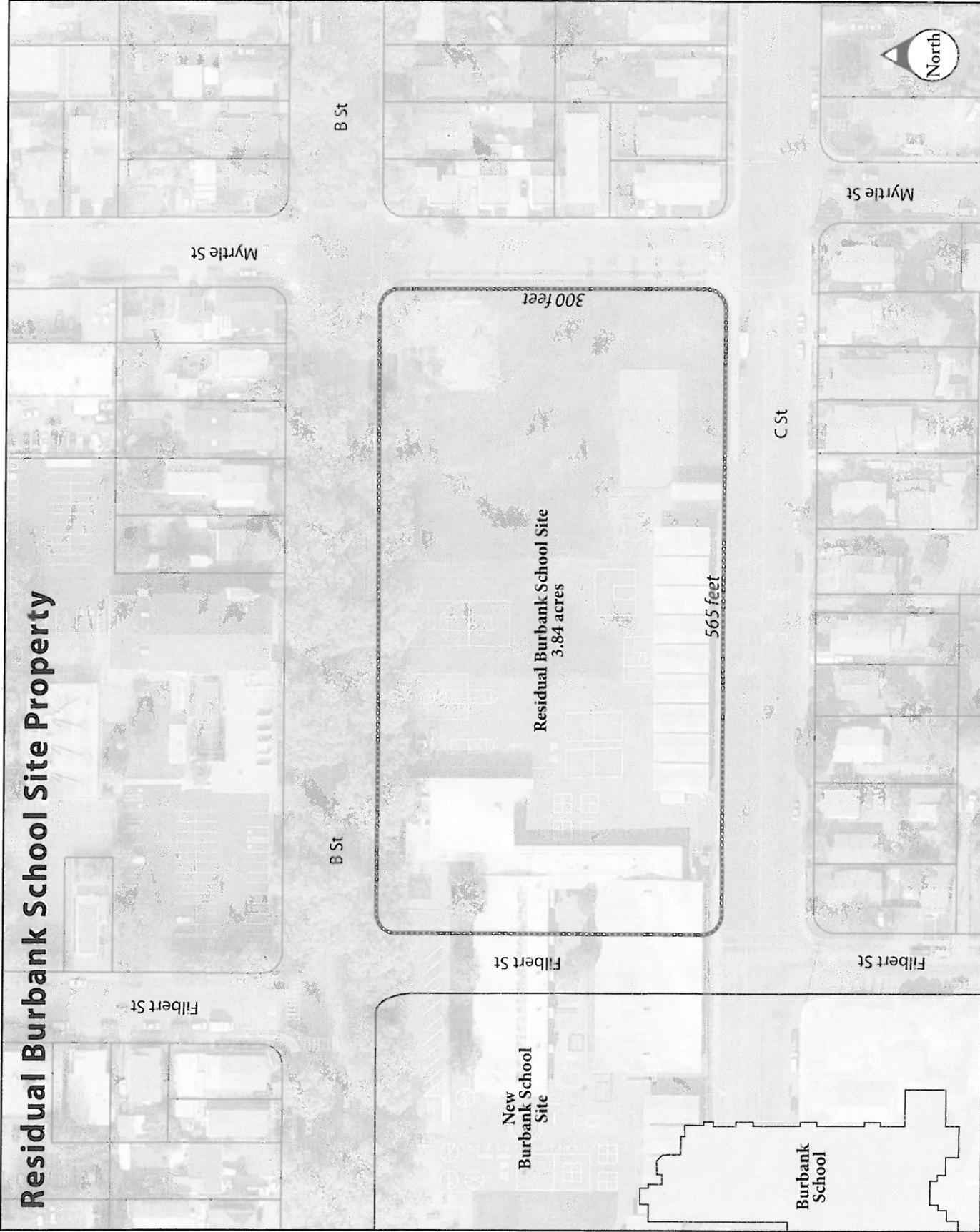
ABSENT: COUNCIL MEMBERS:

ATTEST: _____

City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward



Attachment III: Street Scene



**AGREEMENT FOR PURCHASE AND SALE OF REAL
PROPERTY (INCLUDING ESCROW INSTRUCTIONS)**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Agreement") is entered into as of January 2, 2013, by and between the HAYWARD SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF HAYWARD, a separate public entity ("**Seller**"), and URBAN DYNAMIC, LLC, a California limited liability company ("**Buyer**"). It is hereby mutually agreed between the parties as follows:

ARTICLE 1. GENERAL

1.1. The Site. Seller is the owner of certain real property consisting of approximately 3.9 acres of land located generally at 353 B Street, in the City of Hayward, County of Alameda, State of California, which is legally described in the Legal Description attached hereto as **Exhibit A** and incorporated herein by reference (the "**Site**").

1.2. Purpose. The purpose of this Agreement is to provide for the purchase and sale of the Site and the other obligations of the parties provided for hereunder.

1.3. Effective Date. The effective date of this Agreement ("**Effective Date**") shall be the date upon which the last party to do so signs this Agreement.

1.4. Parties to This Agreement.

1.4.1. Seller. The Seller is a separate public entity serving in the capacity of successor agency to the dissolved Redevelopment Agency of the City of Hayward pursuant to Health and Safety Code Section 34173 (the "Successor Agency"). The office of the Seller is located at 777 B Street, Hayward, California 94541. "Seller" as used in this Agreement, includes the Successor Agency and any assignee of or successor to its rights, powers and responsibilities.

1.4.2. Buyer. The Buyer is Urban Dynamic, LLC, a California limited liability company. The principal office of the Buyer is located at 390 Bridge Parkway, Second Floor, Redwood Shores, CA 94065. Wherever the term "Buyer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

The qualifications and identity of the Buyer are of particular concern to the Seller, and it is because of such qualifications and concerns that the Seller has entered into this Agreement with the Buyer. No voluntary or involuntary successor in interest of the Buyer shall acquire any rights or powers under this Agreement except as expressly set forth herein. This Agreement may be terminated by the Seller if there is any significant change (voluntary or involuntary) in the management or control of the Buyer prior to the completion of development of the Site as evidenced by the issuance of a Certificate of Completion (as described in Section 4.3 of this Agreement) therefor.

The Buyer shall not assign all or any part of this Agreement without the prior written approval of the Seller. Notwithstanding the foregoing, nothing herein shall be deemed to prevent:

A. The granting of a security interest in this Agreement and the enforcement or use of such security interest in accordance with the remedies available thereunder;

B. An assignment to any entity or entities in which Buyer retains a minimum of fifty-one percent (51%) ownership or beneficial interest or retains management control thereof;

C. An assignment to an entity which assumes the obligations of Buyer pursuant to this Agreement, subject to the prior written consent of Seller, which shall not be unreasonably withheld;

D. Assignments resulting from the death or mental or physical incapacity of an individual; or

E. Assignments in trust for the benefits of spouse, children, grandchildren or other family members.

ARTICLE 2. PURCHASE AND SALE; PUBLIC IMPROVEMENTS

2.1. Purchase and Sale. Seller agrees to sell the Site to Buyer, and Buyer agrees to purchase the Site from Seller in accordance with and subject to all of the terms, covenants and conditions specified in this Agreement for the purpose of construction and development of approximately fifty-seven (57) single-family detached homes and associated public improvements upon the Site.

2.2. Purchase Price. The total purchase price for the Site shall be FOUR MILLION DOLLARS (\$4,000,000.00), which is equal to approximately SEVENTY THOUSAND ONE HUNDRED FORTY-FIVE DOLLARS (\$70,145.00) per each of the approved fifty-seven (57) detached residential units (the "**Purchase Price**"). The Purchase Price shall be paid as follows: (a) in cash or cash equivalent in the amount of THREE MILLION SIX HUNDRED THOUSAND DOLLARS (\$3,600,000.00); and (b) a credit or offset, from the Seller applied toward the Purchase Price, in amount not to exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) which credit or offset shall be applied toward the Development Fees and Charges identified in Exhibit C hereto, exclusive of the Inclusionary Housing In-Lieu Fees (the "**Project Fee Credit**") due at the Close of Escrow. Buyer has agreed to acquire the Site for the Purchase Price based on Buyer's assumption that it will be entitled to construct not less than fifty-seven (57) detached residential units on the Site. In the event that the City decides to approve less than fifty-seven (57) detached residential units through the Entitlements, the purchase price will be reduced by SEVENTY THOUSAND ONE HUNDRED FORTY-FIVE DOLLARS (\$70,145.00) for each residential unit less than fifty-seven (57) that is approved by the City. The adjustment in Purchase Price described in the foregoing sentence shall only apply to the initial approval of the Entitlements by the City. This adjustment shall not apply in the event that Buyer requests any changes to the Entitlements that would alter the number of units allowable on the Site.

2.3. Deposit. The Buyer has previously made a deposit with the Seller of FIFTY THOUSAND DOLLARS (\$50,000.00) which is being, and shall continue to be, held by the Seller as security for the performance of the obligations of the Buyer under this Agreement (the

"Deposit"). The Seller shall be under no obligation to pay or earn interest on any portion of the Deposit, but if interest is earned thereon, such interest shall become part of the Deposit.

If the Developer is in default beyond any applicable cure period with respect to any provision of this Agreement, the Seller may, but shall have no obligation to, use the Deposit or any portion thereof to cure the default or to compensate the Seller for any expense or damage sustained by the Seller resulting from such default. If this Agreement has not been terminated as a result of such default, the Buyer, on demand by the Seller, shall promptly restore the Deposit to the full original amount of the Deposit. The Deposit shall be credited to the Purchase Price at close of escrow. If this Agreement is terminated prior to close of escrow, any unexpended portion of the Deposit shall be promptly returned to the Buyer unless this Agreement is terminated due to a default of the Buyer, in which case it shall be retained by the Seller.

2.4. Payment. Subject to the terms, covenants and conditions of this Agreement, Buyer shall deposit the Purchase Price (less the remaining Deposit and the Project Fee Credit) and other sums required hereunder with the Escrow Agent (as defined in Article 3). The Purchase Price shall be in the form of a certified or cashier's check, electronic transfer of funds, or other immediately available funds, on or before the Closing Date, as defined below.

2.5. Utility Undergrounding. A condition of project approval requires that all utility poles and overhead utility lines along the Site's B Street frontage shall be removed and placed underground on both the south side and north side of B Street. The Successor Agency will contribute to the undergrounding costs through a payment of up to ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) of the sales proceeds which the Successor Agency shall hold in reserve and pay to the Developer at the time the work is completed pursuant to the terms of that certain Agreement for Cost Sharing Arrangement for Undergrounding Utilities, by and between the Developer and the Successor Agency. If the total estimated cost of undergrounding the utilities exceeds \$300,000, the undergrounding of utilities will not be required. Any proceeds reserved but not required for the undergrounding of the utilities will be returned to the Successor Agency's general account.

ARTICLE 3. ESCROW

3.1. Opening Escrow. Seller and Buyer agree to open escrow with First American Title Company in Pleasanton, California, or any other escrow company approved by the Seller and Buyer having equal or greater financial responsibility, as escrow agent (the "**Escrow Agent**"), within ten (10) days of the Effective Date of this Agreement.

3.2. Escrow Instructions. This Agreement, together with the escrow instructions prepared by the Escrow Agent and executed by the Seller and Buyer, constitutes the joint escrow instructions of Seller and Buyer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of escrow. The Seller and Buyer shall provide such additional escrow instructions as may be necessary and consistent with this Agreement. The Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement and, upon indicating its acceptance of the provisions of this Section 3.2 in writing and delivered to the Seller and to the Buyer within five (5) business days after the opening of escrow, shall carry out its duties as Escrow Agent hereunder.

3.3. Costs.

3.3.1. Seller's Costs. The Seller shall pay in escrow to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified the Seller of the amount of such fees, charges and costs, but not earlier than ten (10) days prior to the scheduled date for the close of escrow:

- A. Costs necessary to place the title to the Site in the condition for conveyance required by the provisions of this Agreement;
- B. One-half (1/2) of the escrow fee;
- C. Cost of drawing the deed;
- D. Recording fees;
- E. Notary fees;
- F. The premium for a CLTA standard form title insurance policy to be paid by Seller as set forth in Section 3.7.6. of this Agreement;
- G. Ad valorem taxes, if any, upon the Site for any time prior to conveyance of title;
- H. Any state or county documentary transfer tax; and
- I. Seller shall pay its own legal, professional fees and fees of other consultants incurred with regard to this transaction; and
- J. **One-half of the City of Hayward documentary transfer tax.**

3.3.2. Buyer's Costs. The Buyer shall also pay in escrow to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified the Buyer of the amount of such fees, charges and costs, but not earlier than ten (10) days prior to the scheduled date for the close of escrow:

- A. One-half (1/2) of the escrow fee;
- B. The portion of the premium for the title insurance policy or special endorsements to be paid by Buyer for any ALTA Extended Coverage desired by Buyer and the cost of all title policy endorsements which go beyond placing title in a condition acceptable to Buyer, such as "construction loan" policy endorsements to any Lender's policy, subject to the printed exceptions and stipulations to the policy. Buyer shall bear the costs of any required survey if Buyer requires an ALTA Extended Coverage policy; and
- C. Buyer shall pay its own legal, professional fees and fees of other consultants incurred with regard to this transaction; and
- D. **One-half of the City of Hayward documentary transfer tax.**

3.3.3. Other Fees. All other fees and miscellaneous costs shall be borne by the parties according to custom in the County, as declared by Escrow Agent.

3.4. Escrow Account. All funds received in this Escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general escrow account or accounts with any state or national bank doing business in the State of California. Such funds may be transferred to any other such general escrow account or accounts. All disbursements shall be made by check of the Escrow Agent from such account. All adjustments shall be made on the basis of a thirty (30) day month.

3.5. Taxes and Assessments. Ad valorem taxes and assessments, if any, on the Site, and taxes upon this Agreement or any rights hereunder, levied, assessed or imposed for any period commencing prior to conveyance of title shall be paid by the Seller. All such ad valorem taxes and assessments levied or imposed for any period commencing after closing of the escrow shall be paid by the Buyer.

3.5.1. Adjustments. All non-delinquent real estate taxes, assessments and any other similar charges imposed upon the Site by the City, County or any other governmental or special district, organization or body shall be prorated as of 11:59 p.m. on the day prior to the Close of Escrow (as defined herein).

3.6. Escrow Agent Authorization. The Escrow Agent is authorized to, and shall:

3.6.1. Pay and Charge Seller and Buyer. Pay and charge the Seller and Buyer, respectively, for any fees, charges and costs payable under Section 3.3 herein. Before such payments are made, the Escrow Agent shall notify the Seller and Buyer of the fees, charges and costs necessary to clear title and close the escrow;

3.6.2. Disbursement. Disburse funds and deliver the deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the Seller and Buyer; and

3.6.3. Recordation. Record the Grant Deed and other instruments delivered through this escrow, if necessary and proper, to vest title in the Buyer in accordance with the terms and provisions of this Agreement.

3.7. Close of Escrow.

3.7.1. Closing Date. For the purpose of this Agreement, "**Close of Escrow**" or the "**Closing Date**", if and where written in these instructions, shall be defined as the date that the Grant Deed (as defined below) and other necessary instruments of conveyance are recorded in the Official Records of Alameda County. Recordation of instruments delivered through this escrow is authorized, if necessary or proper in the issuance of the policy of title insurance pursuant to Section 3.7.3 hereof. Close of Escrow shall occur when all other conditions for the Close of Escrow have been met in accordance with the provisions of this Agreement. The Escrow Agent shall buy, affix and cancel any transfer stamps required by law and pay any transfer tax required by law. Any insurance policies governing the Site are not to be transferred.

3.7.2. Grant Deed. Not later than three (3) business days prior to the Closing Date, Seller shall timely and properly execute, acknowledge and deliver into Escrow a Grant Deed (the "**Grant Deed**") for the Site, in the form attached hereto as **Exhibit B** and incorporated herein, together with an estoppel certificate certifying that the Buyer has completed all acts (except deposit of the Purchase Price) necessary to entitle the Buyer to such conveyance, if such

be the fact. Seller and Buyer agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

3.7.3. Condition of Title. Seller shall convey marketable fee simple title to the Site to Buyer by Grant Deed, free and clear of all recorded and unrecorded liens, encumbrances, assessments, leases, and taxes, except the Permitted Exceptions (as defined below); provided, however, that the Site shall be conveyed free of any possession or right of possession by any person except that of the Buyer and subject to the easements of record. Seller shall not permit or create any new exceptions to title following the Effective Date of this Agreement, whether voluntarily or otherwise, without Buyer's prior approval.

A. Preliminary Report: Buyer's Title Notice. Seller shall order from Escrow Agent and cause to be delivered to Buyer within five (5) calendar days after the Effective Date hereof a copy of a Preliminary Report covering the Site (the "**Preliminary Report**") and legible copies of all documents referred to in the Preliminary Report (collectively, the "**Title Documents**"). Buyer shall have until thirty (30) calendar days after the Effective Date to give Seller written notice ("**Buyer's Title Notice**") of Buyer's approval or disapproval of every item or exception set forth in the Preliminary Report. Buyer's failure to give Buyer's Title Notice within such period shall be deemed to be Buyer's approval of title to the Site.

B. Seller's Title Notice. If Buyer's Title Notice disapproves any exception, Seller shall have five (5) calendar days after Seller's receipt of Buyer's Title Notice, to give Buyer written notice ("**Seller's Title Notice**") of those disapproved title matters, if any, which, after commercially reasonable efforts to remove or have eliminated from title, Seller is unwilling or unable to remove. The failure of Seller to give Seller's Title Notice within such period shall constitute Seller's refusal to remove any of the items objected to in Buyer's Title Notice. Seller shall have until the Close of Escrow to remove those exceptions which Seller agrees to remove. Buyer shall have five (5) calendar days from receipt of Seller's Title Notice or Seller's deemed refusal to remove any items to notify Seller that either: (1) Buyer is willing to purchase the Site subject to such disapproved exceptions; or (2) Buyer elects to terminate this transaction. Failure of Buyer to give written notice of either of the foregoing options within such period shall be deemed to be Buyer's election to terminate this transaction. In the event this Agreement is terminated pursuant to this section, the deposit of any portion of the Purchase Price shall be immediately returned to Buyer and the parties shall have no further obligations under this Agreement,

C. Permitted Exceptions. Those exceptions which Buyer has approved pursuant to this section, and other matters consistent with this Agreement, are called the "**Permitted Exceptions.**"

3.7.4. Conveyance of Title and Delivery of Possession. Provided that the Buyer is not in default under this Agreement and all conditions precedent to such conveyance have occurred, and subject to any mutually agreed upon extensions of time, conveyance to the Buyer of title to the Site shall be completed on or prior to the date which is five (5) days after the City's approval of the Entitlements including the Final Subdivision Map. The Seller and the Buyer agree to perform all acts necessary to convey title in sufficient time for title to be conveyed in accordance with the foregoing provisions.

Possession shall be delivered to the Buyer concurrently with the conveyance of title, except that limited access may be permitted before conveyance of title as permitted in Section 4.2.1.L. of this Agreement.

3.7.5. Payment of the Purchase Price and Recordation of Deed. The Buyer shall deposit the Purchase Price for the Site and other sums required hereunder with the Escrow Agent prior to the date for conveyance thereof, provided that the Escrow Agent shall have notified the Buyer in writing that the Grant Deed, properly executed and acknowledged by the Seller, has been delivered to the Escrow Agent and that the title is in condition to be conveyed in conformity with the provisions of Section 3.7.3. of this Agreement. Upon the Close of Escrow, the Escrow Agent shall file the Grant Deed for recordation among the land records in the Office of the County Recorder of Alameda County, shall deliver the Purchase Price and other required sums to the Seller and shall deliver to the Buyer a title insurance policy insuring title in conformity with Section 3.7.6. of this Agreement.

3.7.6. Title Insurance Policy. Concurrently with recordation of the Grant Deed, the Title Company shall provide and deliver to the Buyer a CLTA (or ALTA, at the request of the Buyer) Standard Coverage Owner's policy of title insurance issued by the Title Company, together with any endorsements reasonably requested by the Buyer, with liability in the amount of the Purchase Price, insuring that title to the Site is vested in the Buyer in the condition required by Section 3.7.3. of this Agreement, subject only to (1) the Permitted Exceptions (as defined herein); and (2) the printed exceptions and exclusions common to a CLTA Standard Coverage Owner's policy. The Title Company shall provide the Seller with a copy of the title insurance policy.

The Seller shall pay only for that portion of the title policy premium attributable to a CLTA standard form policy of title insurance in the amount of the Purchase Price of the Site. The Buyer shall pay for all other premiums for title insurance coverage or special endorsements.

Concurrently with the recordation of the Grant Deed conveying title to the Site, the Title Company shall, if requested by the Buyer, provide the Buyer with an endorsement to insure the amount of the Buyer's estimated development costs of the improvements to be constructed upon the Site. The Buyer shall pay the entire premium for any such increase in coverage requested by it.

3.8. Amendment. Any amendment of, or supplement to, any of these escrow instructions must be in writing and signed by both the Seller and Buyer. At the time of any amendment, or supplement, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment or supplement.

3.9. Communication. All communications from the Escrow Agent to the Seller or the Buyer shall be directed to the addresses and in the manner established in Section 7.6 of this Agreement for notices, demands and communications between the Seller and the Buyer.

3.10. Liability. The liability of the Escrow Agent under this Agreement is limited to the performance of the responsibilities and obligations imposed upon it under Article 3 of this Agreement and to its liability under any policy of title insurance issued in regard to this escrow.

ARTICLE 4. CONDITIONS TO CLOSE OF ESCROW AND DEVELOPMENT OF SITE**4.1. Condition of the Site.**

4.1.1. "As-Is". Except as may be otherwise specifically provided herein, the Site shall be conveyed from the Seller to the Buyer in an "as is" condition with no warranties, express or implied, as to the physical condition of the Site, the presence or absence of any patent or latent condition thereon or therein and any other matters affecting the Site. The Seller shall not be responsible for any items of site work except as set forth in Section 4.1.2 below.

4.1.2. Remedial Action on the Site. Seller has commissioned a "Phase II" environmental assessment of the Site which, at the time of the assessment, identified Hazardous Materials (as defined below), including arsenic, lead and chlordane on the Site at concentrations exceeding regulatory thresholds for residential use. The Seller intends to prepare a toxic substances "Remedial Action Workplan" (the "RAW") for the removal of Hazardous Materials on the Site as identified in the Phase II, which Seller shall submit to the State Department of Toxic Substances Control ("DTSC") pursuant to DTSC's Voluntary Cleanup Program or, if required, to the Regional Water Quality Control Board ("RWQCB"). Following approval of the RAW by DTSC or, if applicable, RWQCB, the Seller intends to enter into a Voluntary Cleanup Agreement ("VCA") with DTSC or, if applicable, other necessary clean-up or remediation agreements with RWQCB, pursuant to which the Seller will implement the approved RAW and other applicable clean-up and remediation program on the Site. Upon completion of the remediation work specified in the RAW or other applicable clean-up or remediation program, it is Seller's objective that DTSC or, if applicable, RWQCB, will certify the Site, signifying that the remediation work specified in the RAW or other applicable clean-up or remediation program has been completed satisfactorily, and DTSC, or if applicable, RWQCB, will issue to Seller a "no further action" letter or similar letter or certification confirming that the Site has been certified as meeting regulatory thresholds for residential use. The Seller is required to implement the RAW or other applicable clean-up or remediation plan and receive the "no further action" or similar letter from DTSC or RWQCB prior to close of escrow. Notwithstanding the foregoing, in the event that the cost of completing of the remediation work specified in the RAW or other required clean-up or remediation work exceeds THREE HUNDRED TWENTY EIGHT THOUSAND SIX HUNDRED TEN DOLLARS (\$328,610.00) as determined by a qualified mutually agreed upon third-party consultant, the Seller may request in writing that Buyer deposit with Seller funds in the amount that Seller anticipates will be necessary to complete the remediation work (the "Remediation Deposit"), which amount shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). If the Buyer makes a Remediation Deposit in accordance with this Section, that amount will be credited toward the Purchase Price at close of escrow. If Buyer declines to make the Remediation Deposit, Seller may terminate this Agreement, and neither party shall have any further rights or obligations hereunder. If, prior to the close of escrow, Buyer has made a Remediation Deposit but this Agreement is subsequently terminated due to a default by the Seller, the Remediation Deposit shall be refunded to the Buyer in full. If the Buyer has made a Remediation Deposit and the Agreement is subsequently terminated as a result of a default by the Buyer or at no fault to either party, the Seller shall refund to Buyer those amounts of the Remediation Deposit that have not been expended on the remediation work described in this Section 4.1.2 or encumbered under a contract for completion of the remediation or related services.

4.1.3. Indemnity. The Buyer agrees, from and after the date of recording of the Grant Deed conveying title to the Site from the Seller to the Buyer under this Agreement, to defend, indemnify, protect and hold harmless the Seller, the Successor Agency and the City and their officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns ("**Indemnitees**") from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), ("**Damages**"), resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials (as defined herein), at, on, in, beneath or from the Site (sometimes herein collectively referred to as "**Contamination**") occurring after the Closing Date, except and to the extent caused in whole or in part by the Seller, and except if such Damages result from the fraud, misrepresentation or failure to disclose by the Indemnitees. The Buyer's defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at the Buyer's sole cost.

4.1.4. Release and Waiver. The Buyer hereby releases and waives all rights, causes of action and claims the Buyer has or may have in the future against the Indemnitees arising out of or in connection with any Hazardous Materials (as defined herein), at, on, in, beneath or from the Site, except if such cause of action is caused in whole or in part by the Seller or the City, or arises from the fraud or misrepresentation or failure to disclose by the Seller. In furtherance of the intentions set forth herein, the Buyer acknowledges that it is familiar with Section 1542 of the Civil Code of the State of California which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The Buyer hereby waives and relinquishes any right or benefit which it has or may have under Section 1542 of the Civil Code of the State of California or any similar provision of the statutory or nonstatutory law of any other applicable jurisdiction to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter of this Section 4.1.4.

 (Buyer's Initial)

4.1.5. Definitions.

A. As used in this Agreement, the term "**Environmental Response Actions**" means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, state or federal governmental or private party claims, including any claims by the Buyer.

B. As used in this Agreement, the term "**Environmental Response Costs**" means any and all costs associated with Environmental Response Actions including, without limitation, any and all fines, penalties and damages.

C. As used in this Agreement, the term "**Hazardous Materials**" means any substance, material or waste that is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; (2) petroleum; (3) asbestos; (4) poly-chlorinated biphenyls; (5) radioactive materials; (6) arsenic or other controlled/classified pesticides; (7) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317); (8) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) or its implementing regulations; (9) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601); or (10) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

4.1.6. Materiality. The Buyer acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations of the Buyer for the benefit of the Seller and/or City as set forth in this Agreement are a material element of the consideration to the Seller for the performance of its obligations under this Agreement, and that the Seller would not have entered into this Agreement unless the Buyer's obligations were as provided for herein.

4.2. Conditions Precedent to Close of Escrow.

4.2.1. Buyer's Conditions Prior to Closing. Buyer's obligation to complete the purchase of the Site and close escrow is subject to the fulfillment and satisfaction of each and every one of the conditions in Section 4.2. Seller covenants to use its best efforts to cause the conditions in this Section 4.2.1. to be satisfied. Except where a different time period is specifically set forth, satisfaction of each condition shall occur no later than the Close of Escrow.

A. Seller shall deliver through escrow an executed, acknowledged and recordable Grant Deed sufficient to convey marketable fee simple title to the Site free and clear of all recorded and unrecorded liens, judgments, encumbrances, assessments, leases and taxes to the Seller as set forth in Section 3.7.3. and shall cause the Title Company to issue to the Buyer a CLTA policy of title insurance, subject only to the "Permitted Exceptions" and other matters as approved by Buyer, as set forth in Section 3.7.6.

B. Seller shall deliver through escrow such other funds and documents as are necessary to comply with Seller's obligations under this Agreement.

C. Buyer shall not be in default of any of its obligations scheduled to be performed prior to Closing under the terms of this Agreement, nor shall there exist any act, failure, omission or condition that with the giving of notice or passage of time, would constitute an Event of Default by Buyer.

D. There shall be no litigation pending with respect to the Agreement or any City approvals related to the Development, the outcome of which could materially interfere with the development of the Site as set forth herein.

E. Seller shall have timely performed all of its other obligations under this Agreement to the extent such obligation were to be performed prior to Closing.

F. Buyer shall have approved the condition of title to the Site and Escrow Agent shall have committed to deliver to Buyer a title insurance policy as required by Section 3.7.6. hereof.

G. Buyer's approval of the condition of the Site pursuant to Section 4.1.2, including issuance of a "no further action" letter or other applicable clearance certification letter with respect to regulated and/or Hazardous Material impacts from DTSC or the RWQCB signifying that the no further action letter has been approved by DTSC or RWQCB, and that the well on the site has been abandoned in compliance with Alameda County Water District ("ACWD") standards, and DTSC has issued a no further action letter for the Site, as more specifically described in Section 4.1.2 of this Agreement.

H. Buyer shall have obtained approval of the Entitlements as described in Section 4.2.3. below.

I. Seller shall have cooperated with and facilitated the timely processing of the Entitlements as described in Section 4.2.3 below.

J. Buyer shall have until 5:00 p.m. on the date twenty-five (25) calendar days after the Effective Date (the "**Feasibility Period**"), to perform its feasibility review of the Site, and to determine, in Buyer's sole and absolute discretion, whether or not to proceed with the acquisition of the Site. Buyer's review may include engineering and economic studies, development and building costs, easements, surveys, environmental impact reports, environmental site assessment reports, soils reports, wetlands review and permit fees.

K. Within five (5) business days following the Effective Date, Seller shall furnish Buyer with copies of all tests, surveys, maps, plans, records, permits, correspondence, reports and other materials related to or affecting the Site which are within Seller's possession or control.

L. Buyer, its agents, consultants, contractors and subcontractors, and any governmental or quasi-governmental personnel and agencies as Buyer may choose to contact, shall have the right to enter the Site at any time during the term of this Agreement to make any and all inspections and tests as Buyer may, in its sole and absolute discretion, deem necessary or desirable, provided such entry shall not unreasonably interfere with Seller's use of the Site. Buyer agrees to indemnify and defend Seller and hold it and the Site free and harmless from any costs or liability relating to personal injury, physical property damage and/or mechanics' liens, and attorneys' fees related thereto, incurred by reason of such investigations, and, to repair any damages caused to the Site by reason of any entry or investigation thereof. Notwithstanding the foregoing, however, Buyer shall not be obligated to defend or indemnify Seller, nor to repair any damage attributable in whole or part to any one or more of the following: (1) the discovery of Hazardous Materials (as defined in Section 4.1.5.C.) on the Site;

(2) a pre-existing latent defect in the Site; (3) the spread of Hazardous Materials already present on the Site despite the use of reasonable care; or (4) the act or omission of Seller or its agents.

M. If Buyer provides Seller with written notice of disapproval of feasibility on or before 5:00 p.m. on the last day of the Feasibility Period, this Agreement shall automatically be terminated, the deposit of any portion of the Purchase Price shall be immediately returned to Buyer and the parties shall have no further liability to each other.

N. Buyer and Seller have entered into that certain Agreement for Cost Sharing Arrangement for Undergrounding Utilities in the form attached hereto and incorporated herein as **Exhibit E**, and Buyer has submitted cost estimates for the undergrounding of the utilities as prescribed therein.

O. Seller has obtained all required approvals for the transfer of the Site required under Part 1.85 of Division 24 of Health and Safety Code.

On failure of any of the Conditions Precedent set forth above, Buyer may terminate its obligations under this Agreement, with no further liability to Seller, by giving notice to Seller on or before the expiration of the time allowed for each condition. In the event of such termination by the Buyer, the Escrow Agent shall immediately return the deposit of any portion of the Purchase Price to Buyer. Buyer's failure to elect to terminate its obligations shall constitute a waiver of the condition by Buyer.

4.2.2. Seller's Conditions Prior to Closing. Seller's obligation to sell the Site and close escrow is subject to the fulfillment and satisfaction of the following conditions:

A. The Buyer shall have timely performed all of its obligations and shall not be in default of any of its obligations under the terms of this Agreement, and all of Buyer's representations and warranties made as of the date of this Agreement shall continue to be true and correct in every material respect as of the Close of Escrow.

B. The Buyer shall have deposited with the Escrow Agent immediately available funds in an amount equal to the Purchase Price of the Site and the Buyer's share of costs described herein.

C. The Buyer shall have submitted all applications and obtained approvals for all Entitlements (identified below) for the construction and development of the Site as provided for herein excluding building permits.

D. Buyer shall have submitted to Seller evidence reasonably satisfactory to Seller that Buyer has obtained binding commitments for the equity capital and mortgage financing necessary to finance development of the Site pursuant to this Agreement.

E. Buyer and Seller have entered into that certain Agreement for Cost Sharing Arrangement for Undergrounding Utilities in the form attached hereto and incorporated herein as **Exhibit E**.

On failure of any of the Conditions Precedent set forth above, Seller may terminate its obligations under this Agreement with no further liability to Buyer by giving notice to Buyer on

or before the expiration of the time allowed for each condition. Seller's failure to elect to terminate its obligations shall constitute a waiver of the condition by Seller.

4.2.3. Entitlements.

A. Seller and Buyer agree that the Site shall be developed and improved with fifty-seven (57) single-family detached homes and all associated improvements as required by the City in conjunction with the Entitlements, as defined below (collectively, the "**Improvements**"). The Improvements shall incorporate into the design of the homes green building and energy efficiency components, including but not limited to installation of photovoltaic systems on each home, use of sustainable building materials, and other features as agreed to between Buyer and Seller. The green building and energy efficiency components shall be incorporated into the Entitlements as conditions of approval of the Project.

B. Buyer shall be required to obtain from the City through normal City processes a tentative and final subdivision map and planned development permit providing for fifty-seven (57) single-family detached homes (the "Entitlements")

C. Buyer, at Buyer's sole cost, shall seek to obtain the Entitlements. Buyer shall prepare and file all necessary applications with the City and shall prepare all required engineering studies and reports, maps, environmental studies and other reports, studies and documents. Buyer shall pay all filing fees for applications for the Entitlements.

D. Seller, but at no out-of-pocket cost to Seller, shall cooperate with Buyer in obtaining the Entitlements, including executing applications and any other required documents, and facilitating the timely processing of the Entitlements by the City.

E. Nothing in this Agreement implies that the City has consented to approve the Entitlements or take any other discretionary action with regard to the Site or binds the City to exercise its police power in any manner in connection with the Site or Buyer.

F. Notwithstanding the foregoing, Buyer and Seller acknowledge and agree that the "Development Fees and Charges" charged against the Buyer in connection with the development of the Site shall be limited to those amounts which are in effect as of the effective date of this Agreement as set forth in Exhibit C, attached here to and incorporated herein by this reference. With the exception of the Inclusionary Housing In-Lieu Fees (which shall be paid as described below) and subject to the Project Fee Credit, the Development Fees and Charges for each residential unit on the Site shall be paid immediately prior to the close of escrow on the sale of the unit by Buyer to a third party. The Seller shall not issue a Certificate of Completion for any residential unit unless and until the Development Fees and Charges are paid for that unit.

G. Buyer and Seller further acknowledge that the development of the Site shall be subject to City Ordinance No. 11-01, "An Ordinance Providing Interim Relief From Certain Inclusionary Housing Provisions," and the development of the Site shall be in accordance with the requirements of that Ordinance. Pursuant to the requirements of the Ordinance, Buyer will remit payment to Seller upon issuance of building permits the following amounts:

1. ONE HUNDRED AND SIXTY THOUSAND (\$160,000.00) upon issuance of the 11th building permit

2. EIGHTY THOUSAND DOLLARS (\$80,000.00) upon issuance of the 21st building permit
3. EIGHTY THOUSAND DOLLARS (\$80,000.00) upon issuance of the 31st building permit
4. EIGHTY THOUSAND DOLLARS (\$80,000.00) upon issuance of the 41st building permit
5. EIGHTY THOUSAND DOLLARS (\$80,000.00) upon issuance of the 51st building permit

The Buyer and Seller will enter into an Inclusionary Housing Agreement which will be recorded against the Site prior to Final Map approval. In the event of an inconsistency between this Agreement and the Inclusionary Housing Agreement, the provisions of the latter will control.

H. In furtherance of the conditions of approval adopted by the City in connection with the approval of the Entitlements, Buyer and Seller shall enter into an Agreement for Cost Sharing Arrangement for Undergrounding Utilities in the form attached hereto as **Exhibit E**. The execution of this Agreement shall be a condition precedent to the close of escrow for both parties.

4.3. Certificate of Completion.

After completion of all construction and development to be completed by the Buyer upon the Site and payment of the Development Impact Fees and Water and Sewer Connection Charges and Inclusionary Housing In-Lieu fees in accordance with Sections 4.2.3.F of this Agreement, the Seller shall furnish the Buyer with a "Certificate of Completion" upon written request therefore by the Buyer. Such Certificate of Completion shall be in such form as to permit it to be recorded in the Office of the County Recorder of Alameda County.

Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the construction required by this Agreement upon the Site and of full compliance with the terms hereof. After issuance of such Certificate of Completion, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site covered by said Certificate of Completion shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by any covenants contained in the deed, lease, mortgage, deed of trust, contract or other instrument of transfer that secures financing approved by the Seller pursuant to 4.2.2(D). Except as otherwise provided herein, after the issuance of a Certificate of Completion for the Site, neither the Seller nor any other person shall have any rights, remedies or controls with respect to the Site that it would otherwise have or be entitled to exercise under this Agreement as a result of a default in or breach of any provision of this Agreement.

The Seller shall not unreasonably withhold a Certificate of Completion. If the Seller refuses or fails to furnish a Certificate of Completion for the Site after written request from the Buyer, the Seller shall, within ten (10) days after receipt of such written request, provide the Buyer with a written statement of the reasons the Seller refused or failed to furnish a Certificate of Completion. The statement shall also contain the Seller's opinion of the action the Buyer must

take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate unavailability of specific items or materials for landscaping, the Seller will issue its Certificate of Completion upon the posting of a bond by the Buyer with the Seller in an amount representing a fair value of the work not yet completed. If the Seller shall have failed to provide such written statement within said ten (10) day period, the Buyer shall be deemed entitled to the Certificate of Completion.

Such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Buyer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof. Such Certificate of Completion is not notice of completion as referred to in California Civil Code Section 3093 or a Certificate of Occupancy.

4.4. Project Milestones. Subject to Section 7.10 below, the Buyer shall complete the "project milestones" for which it is responsible as set forth in the Schedule of Project Milestones attached hereto as Exhibit D and incorporated herein by this reference. Buyer's failure to comply with the Project Milestones shall constitute a default under this agreement should Buyer fail to cure such default pursuant to Section 7.9 below.

4.5. CC&Rs. The Buyer shall prepare a declaration of covenants, conditions and restrictions ("CC&Rs") governing the use, development and maintenance of the entire Site which the Developer must submit to the Seller for its review concurrently with the application for a final map. The Seller shall have the right to review and approve the CC&Rs, which approval shall not be unreasonably withheld. The CC&Rs shall be recorded as an encumbrance on title to the Site as a condition to the sale of the first unit on the Site.

ARTICLE 5. REPURCHASE OPTION

5.1. Remedies Following Conveyance – Option to Repurchase, Reenter and Repossess. The Seller shall have the right at its option to repurchase, reenter, and take possession of the Site, or any portion thereof, with all improvements thereon, if after conveyance of title to the Site and prior to the issuance of the Certificate of Completion therefor (as provided for in Section 4.3 of this Agreement), the Buyer:

- A. Fails to commence construction of the improvements on the Site in accordance with the Entitlements within ninety (90) days after the Closing Date; or
- B. Abandons or substantially suspends construction of any improvements on the Site, or applicable portion thereof, and such failure continues for a period of six (6) months after written notice of such abandonment or suspension from the Seller; or
- C. Transfers, or suffers any involuntary transfer of the Site or any part thereof in violation of this Agreement.

This option shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

- D. Any mortgage, deed of trust or other security instrument permitted or authorized by this Agreement; or

E. Any rights or interests provided in this Agreement for the protection of the holder of such mortgages, deeds of trust or other security instruments.

5.2. Option to Repurchase, Reenter and Repossess. To exercise its right to repurchase, reenter, and take possession with respect to the Site, or any portion thereof for which a Certificate of Completion has not been issued, the Seller shall pay to Buyer in cash an amount equal to:

A. The cash Purchase Price, exclusive of the Project Fee Credit, for the Site;
plus

B. The costs incurred by the Buyer for on-site labor and materials for the construction of the improvements existing on the Site at the time of the repurchase, reentry and repossession, including financing and capital costs and interest expenses; less

C. Any gains or income withdrawn or made by the Buyer from the Site, or applicable portion thereof, or the improvements thereon; and less

D. The unpaid amount of liens on the Site, and any unpaid assessments against the Site which are assumed by the City.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties in General. Seller acknowledges that the execution of this Agreement by Buyer is made in material reliance by Buyer on each and every one of the representations and warranties made by Seller in this Article 6. Buyer acknowledges that the execution of this Agreement by Seller is made in material reliance by Seller on each and every one of the representations and warranties made by Buyer in this Article 6.

6.2. Seller's Representations and Warranties. Seller represents and warrants to Buyer that each and every one of the matters set forth in this Section 6.2, are true and correct as of the Effective Date, and shall be true and correct as of the Close of Escrow. All of the representations and warranties of Seller made in this Agreement shall survive the Close of Escrow.

6.2.1. No Condemnation or Action. There is no pending or, to the best knowledge of Seller, any threatened (and unresolved) condemnation or similar proceedings affecting the Site, or any part thereof, and, to the best knowledge of Seller, no such proceeding is contemplated by any governmental authority. Seller has received no notice of any such proceedings, or any other pending or threatened litigation or other legal or administrative claim affecting any portion of the Site.

6.2.2. Agreements. Seller has not entered into any other agreements affecting title to the Site other than those which are set forth in the Preliminary Report. Buyer, by virtue of the purchase of the Site, or any portion thereof, will not be required to satisfy any obligation of Seller other than those expressly assumed by Buyer pursuant to this Agreement.

6.2.3. No Breach. Neither the execution of this Agreement nor the consummation of the transactions contemplated herein will constitute a breach under any contract or agreement to which Seller is a party or by which Seller is bound or affected which affects the Site or any part thereof.

6.2.4. No Option or Other Interest. Seller has not granted to any party, other than Buyer hereunder, any option, contract or other agreement with respect to a purchase or sale of the Site or any portion thereof or any interest therein.

6.2.5. Authority; Binding Obligation. Seller is the fee owner of and has the full right, power, and authority to sell, convey and transfer the Site to Buyer as provided herein and to carry out Seller's obligations hereunder. The execution and delivery by Seller of and Seller's performance under this Agreement are within Seller's powers and have been duly authorized by all requisite action. The parties executing this Agreement on behalf of Seller are sufficient to bind Seller; and, this Agreement constitutes the legal, valid, binding and enforceable obligation of Seller.

6.2.6. Compliance with Laws. The Site and the use of the Site during Seller's ownership thereof have at all times been, and are presently in compliance in all material respects (both as to condition and use) with, all applicable federal, state and local statutes, ordinances and codes, including, but not limited to, zoning, building, subdivision, pollution, environmental protection, water disposal, health, fire and safety engineering codes, and the rules and regulations of, any governmental authority having jurisdiction over the Site. Seller has received no notice of any violation of any of the foregoing for any governmental agency or authority.

6.2.7. No Parties in Possession. There are no parties in possession of any portion of the Site, as lessees, tenants at sufferance or trespassers. No party is presently extracting any oil, gas, minerals or other substances from the Site nor, to the best knowledge of Seller, has any party previously done so.

6.2.8. No Retained Rights. To the best knowledge of Seller, no previous owner of any portion of the Site has any right to create any easements, rights-of-way or other interest in any portion of the Site, except as otherwise may be disclosed in the Preliminary Report.

6.2.9. Encroachments. To the best of Seller's knowledge, there are no encroachments onto the Site by improvements on any adjoining property, nor do any buildings or improvements located on the Site encroach on other properties.

6.2.10. Marketable Title. Seller has and shall convey to Buyer good, marketable and insurable fee title to the Site, subject only to the Permitted Exceptions. From and after the Effective Date, Seller shall take no action to encumber the Site with any lien, easement or other title matter without the consent of Buyer, which Buyer shall not unreasonably withhold or delay.

6.2.11. Non-Foreign Transfer. Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Act or any similar state statute, and Seller will comply with all requirements of the Foreign Investment in Real Property Act and any similar state statute in connection with this transaction.

6.2.12. Change of Situation. Until the Close of Escrow, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 6.2 not be true as of the Close of Escrow, immediately give written notice of such fact or condition to Buyer.

6.2.13. Disclosure. Seller has disclosed to Buyer any and all matters known to Seller which may have a material adverse impact on the Site and Buyer's ability to use and/or

develop the Site. All of the documents and materials supplied by Seller are in all material respects true, accurate and complete; and, Seller has no knowledge of any facts which would render any information in such documents and materials untrue in any significant respect. To the best of Seller's knowledge, no defect or condition of the Site or soil exists that may adversely affect Buyer's proposed development of the Site.

6.3. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that each and every one of the matters set forth in this Section 6.3 is true and correct as of the Effective Date, and shall be true and correct as of the Close of Escrow.

6.3.1. Authority; Binding Obligation. The execution and delivery by Buyer of and Buyer's performance under this Agreement are within Buyer's powers and have been duly authorized by all requisite action. If Buyer is a corporation, partnership, limited liability company or other similar entity, each party executing this Agreement on behalf of Buyer represents and warrants that such person is duly and validly authorized to do so, on behalf of Buyer, and this Agreement constitutes the legal, valid, binding and enforceable obligation of Buyer.

6.3.2. No Attachments. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceeds in bankruptcy or under any other debtor-relief laws pending or, to the best knowledge and belief of Buyer, threatened against Buyer.

ARTICLE 7. MISCELLANEOUS

7.1. Broker's Commission. Seller and Buyer each warrants and represents that it has not engaged the services of any agent, finder, or broker in connection with the transaction which is the subject of this Agreement, and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the sale of the Site. Seller and Buyer agree to and do hereby indemnify and hold the other harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action, or proceedings which may result from any broker, agent, or finder, licensed or otherwise, which it has employed in connection with the transaction covered by this Agreement.

7.2. Obligation to Refrain From Discrimination; Use of Local Contractors and Subcontractors. The Buyer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Buyer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. Buyer agrees to use reasonable efforts to retain Hayward-based contractors and subcontractors for Site construction. The foregoing covenants shall run with the land.

7.3. Prevailing Wages. The Buyer shall require all contractors and subcontractors performing improvements on the Site for Buyer to pay construction workers residential prevailing wages where available or general prevailing wages for each craft and classification as

determined by the Director of the Department of Industrial Relations pursuant to Labor Code Sections 1772 and 1773.1 or their successor statutes for the County of Alameda. The Buyer shall require each contractor and subcontractor performing new construction for Buyer on the Site to provide the Seller, if requested by the Seller, with complete and accurate payroll records within three (3) business days following the close of a pay period in the manner specified in Labor Code Section 1776(a). The term "new construction" as used in this Section 7.3 shall have the meaning given that term in Section 1 of Resolution No. RA-88-02 of the former Redevelopment Agency of the City of Hayward. During the construction of the improvements, the Buyer shall cause its general contractor to post at the Site the applicable rates of per diem wages. The Buyer hereby agrees to indemnify, hold harmless and defend the Seller (with counsel reasonably acceptable to the Seller) against any claim for damages, compensation, fines, penalties or other amount arising out of the failure or alleged failure of the Buyer or any other amounts arising out of the failure or alleged failure of the Buyer or any of its contractors or subcontractors to pay prevailing wages as required by law or to comply with other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations in connection with construction of improvements or any other work undertaken on or in connection with the development of the site.

7.4. Waiver, Consent and Remedies. Each provision of this Agreement to be performed by Buyer and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller's and Buyer's performance hereunder, as appropriate, and any breach thereof by Buyer or Seller shall be deemed a material default hereunder. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions, and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, options, or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

7.5. Attorney's Fees. In the event any declaratory or other legal or equitable action is instituted between Seller, Buyer, and/or Escrow Agent in connection with this Agreement, then as between Buyer and Seller, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs, and reasonable attorneys' fees, and all fees, costs and expenses incurred on any appeal or in collection of any judgment.

7.6. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by facsimile, reputable overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, three (3) business days after the date of posting by the United States post office; (iii) if delivered by Federal Express or other

overnight courier for next business day delivery, the next business day; or (iv) if sent by facsimile, with the original sent on the same day by overnight courier, the date on which the facsimile is received, provided it is before 5:00 P.M. Pacific Time. Notice of change of address shall be given by written notice in the manner described in this Section 7.6. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller: Hayward Successor Agency
 c/o City of Hayward
 Attention: City Manager
 777 B Street
 Hayward, CA 94541

If to Buyer: Urban Dynamic, LLC
 Attention: Perry Hariri
 390 Bridge Parkway, 2nd Floor
 Redwood Shores, CA 94065

7.7. Cooperation. From and after the Effective Date and continuing following the Close of Escrow, Seller and its representatives shall cooperate in all reasonable respects with Buyer's efforts towards developing the Site. In that regard, Seller shall make its representatives and consultants, and the materials and documents with respect to the Site to which Seller has access, available to Buyer on a timely basis, at no additional cost to Buyer (except that with respect to third-part consultants, once Escrow closes, Seller shall not be obligated to incur further fees and costs with such consultants) and to support Buyer's efforts before any governmental agency, when requested to do so, including the execution of such documents and maps as may be necessary for Buyer to obtain its' entitlements.

Each party agrees to cooperate with the other in the Closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

7.8. Dependency and Survival of Provisions. The respective warranties, representations, covenants, agreements, obligations and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party, and shall survive the Close of Escrow and delivery of the Grant Deed.

7.9. Default. Failure or delay by either party to perform any covenant, condition, or provision of this Agreement within the time provided herein constitutes a default under this Agreement. The injured party shall give written notice of default to the party in default, specifying the default complained of. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within sixty (60) days from the date of the notice. The injured party shall have the right to terminate this Agreement by written notice to the other party in the event of a default which is not cured within such sixty (60) day period.

7.10. Enforced Delay: Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; act of terrorism; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of another party; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the Seller shall not excuse performance by the Seller); material disruption or dislocation in mortgage, banking, financial or capital markets; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the Seller and the Buyer.

7.11. Nonliability of Seller Officials and Employees. No official or employee of the Seller shall be personally liable to the Buyer in the event of any default or breach by the Seller or for any amount that may become due to the Buyer or on any obligations under the terms of this Agreement.

Inspection of Books and Records. The Seller has the right, upon not less than seven (7) days notice, at all reasonable times, to inspect the books and records of the Buyer pertaining to the Site as pertinent to the purposes of this Agreement with respect to Article 5 and verification of prevailing wage administration in Section 7.3.

The Buyer also has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the Seller pertaining to the Site as pertinent to the purposes of this Agreement with respect to Article 5 and verification of prevailing wage administration Section 7.3.

7.12. Condemnation; Damage or Destruction. In the event that any portion of the Site shall be taken in condemnation or under the right of eminent domain after the Effective Date, or in the event that any portion of the Site is damaged or destroyed after the Effective Date, Buyer, in its absolute discretion, may either: (a) terminate this Agreement, in which case, the Purchase Price, or any portion thereof, which has been deposited by Buyer shall be refunded to Buyer; or (b) proceed to close this transaction, in which case Buyer shall be entitled to the entire portion of the award and/or insurance proceeds which are attributable to the Site.

7.13. Gender and Number. In this Agreement (unless the context requires otherwise), the masculine, feminine, and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

7.14. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

7.15. Interpretation. The headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

7.16. Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California.

7.17. Invalidity of Provision. If any provision of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

7.18. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by Buyer and Seller.

7.19. Exhibits. All exhibits to which reference is made in this Agreement are incorporated in this Agreement by the respective references to them, whether or not they are actually attached, provided they have been signed or initialed by the parties. Reference to "this Agreement" includes matters incorporated by reference.

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

7.21. Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereby by either party shall constitute a material breach of and a noncurable (but waivable) default under this Agreement by the party so failing to perform.

7.22. Binding Upon Successors. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereof.

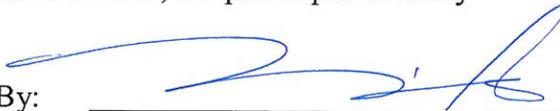
7.23. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement, or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

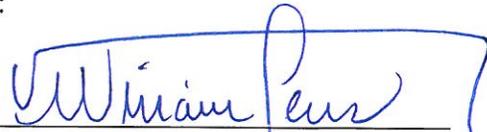
SELLER:

HAYWARD SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF HAYWARD, a separate public entity

Date: 2/15/13

By: 
City Manager, on behalf of Seller

ATTEST:

By: 
Miriam Lens, Successor Agency Secretary

APPROVED AS TO FORM:

Michael S. Lawson, Successor Agency Counsel

By: 
Maureen Conneely, Assistant Successor Agency Counsel

BUYER:

URBAN DYNAMIC, LLC, a California limited liability company

Date: 1/7/13

By: 
JOHN TREBLE
Title: Principal

Date: _____

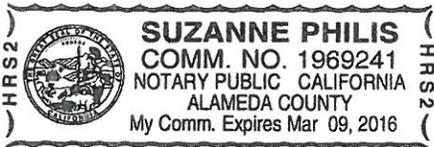
By: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of Alameda }
On Jan 2, 2013 before me, Suzanne Philis, Notary Public
personally appeared John Treble



Comm #1969241
exp 3/9/16

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement for Purchase and Sale of Real Property

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

- Corporate Officer - Title(s)
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing: Signer Is Representing:

CONSENT OF ESCROW AGENT

Escrow Agent hereby acknowledges receipt of this Agreement, which has been executed by the parties. Escrow Agent hereby agrees (i) to be and serve as Escrow Agent pursuant to this Agreement; and (ii) subject to further escrow instructions mutually agreeable to the parties and Escrow Agent, to be bound by the Agreement in the performance of its duties as Escrow Agent and to hold and disburse all funds received by Escrow Agent in accordance with the provisions of this Agreement; provided, however, Escrow Agent shall have no obligation, liability, or responsibility under any amendment to the Agreement unless and until the same is accepted by Escrow Agent in writing. Escrow Agent further agrees to immediately deliver to each of Sellers and Buyer's counsel one (1) original counterpart of this Agreement executed by the parties and Escrow Agent. Escrow Agent has assigned this Agreement file number _____.

By: _____

Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Hayward, County of Alameda, State of California, described as follows:

ALL of PARCEL 1, as said parcel is shown on Parcel Map 9659, filed July 7, 2008 in Map Book 308, Pages 29-34, inclusive, Alameda County Records.

CONTAINING 3.8480 acres, more or less as shown on said Parcel Map 9659.

July 9, 2008

Norman Payne

NORMAN PAYNE
L.S. No. 4388
License Expires 09/30/09



APN: 431-0110-007-00

EXHIBIT "B"**FORM OF GRANT DEED**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged, HAYWARD SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF HAYWARD, a separate public entity (herein "Successor Agency" or "Grantor"), hereby grants to URBAN DYNAMIC, LLC, a California limited liability company (herein called "Grantee"), the real property (the "Site") located in the City of Hayward, California, legally described in the document attached hereto, labeled Exhibit A, and incorporated herein by this reference.

1. The Site is hereby conveyed to Grantee subject to the Redevelopment Plan for the Downtown Hayward Redevelopment Project (herein called "Redevelopment Plan"), under the Community Redevelopment Law of the State of California and pursuant to an Agreement for Purchase and Sale of Real Property (the "Purchase and Sale Agreement") entered into by and between the Grantor and the Grantee and dated _____, 20__ . The Site is also conveyed subject to easements of record.

2. Option To Repurchase. Grantee hereby grants to Grantor the option to repurchase the Site, or any portion thereof, hereby conveyed and all improvements subsequently constructed thereon upon the terms and provisions more fully set forth in Article 5 of the Purchase and Sale Agreement, which provisions are incorporated herein by this reference thereto. As more fully provided in such Article 5 of the Purchase and Sale Agreement:

Pursuant to Article 5 of the Purchase and Sale Agreement, the Seller shall have the right at its option to repurchase, reenter, and take possession of the Site, or any portion thereof, with all improvements thereon, if after conveyance of title to the Site and prior to the issuance of the Certificate of Completion therefor (as provided for in Section 4.3. of this Agreement), the Buyer:

A. Fails to commence construction of the improvements on the Site in accordance with the Entitlements within ninety (90) days after the Closing Date; or

B. Abandons or substantially suspends construction of any improvements on the Site, or applicable portion thereof, and such failure continues for a period of six (6) months after written notice of such abandonment or suspension from the Seller; or

C. Transfers, or suffers any involuntary transfer of the Site or any part thereof in violation of this Agreement.

This option shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

D. Any mortgage, deed of trust or other security instrument permitted or authorized by this Agreement; or

Any rights or interests provided in this Agreement for the protection of the holder of such mortgages, deeds of trust or other security instruments.

3. The Grantee and the development of the Site are subject to City Ordinance No. 11-01, "An Ordinance Providing Interim Relief From Certain Inclusionary Housing Provisions," and the development of the Site shall be in accordance with the requirements of that Ordinance. To meet the requirements of the Ordinance and the Purchase and Sale Agreement, Grantee will remit payment of \$160,000 to the Grantor upon the issuance of the 11th building permit and \$80,000 upon the issuance of the 21st, 31st, 41st and 51st building permits in each phase of the development of the Site, as further described in Section 4.2.3.G of the Purchase and Sale Agreement.

4. The Grantee covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Site.

5. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the Agreement, provided, however, that any successor of Grantee to the Site shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

6. Except as otherwise provided (a) the covenant granting the Successor Agency the option to repurchase the Site as contained in paragraph 2 of this Grant Deed,

shall remain in effect until issuance of a Certificate of Completion pursuant to Section 4.3 of the Agreement. The covenant to make certain payments as contained in paragraph 3 of this Grant Deed shall remain in effect until such amounts are paid in full by Grantee. The covenants against discrimination contained in paragraph 4 of this Grant Deed shall remain in perpetuity.

7. The covenants contained in paragraphs 2, 3 and 4 of this Grant Deed shall be binding for the benefit of the Grantor, its successors and assigns, and any successor in interest to the Site or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and such aforementioned parties, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

8. In the event of any express conflict between this Grant Deed and the Purchase and Sale Agreement, the provisions of this Grant Deed shall control.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized this _____ day of _____, 20__.

HAYWARD SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF HAYWARD, a separate public entity

Date: _____

By: _____
City Manager, on behalf of Seller

ATTEST:

By: _____
Miriam Lens, Successor Agency Secretary

APPROVED AS TO FORM:

Michael S. Lawson, Successor Agency Counsel

By: _____
Maureen Conneely, Assistant Successor Agency Counsel

The provisions of this Grant Deed are hereby approved and accepted.

_____, 20__

URBAN DYNAMIC, LLC, a California limited liability company

By: _____

Title: _____

By: _____

Title: _____

"GRANTEE"

ACKNOWLEDGMENTS

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

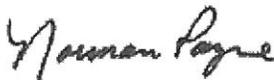
LEGAL DESCRIPTION OF THE SITE

Real property in the City of Hayward, County of Alameda, State of California, described as follows:

ALL of PARCEL 1, as said parcel is shown on Parcel Map 9659, filed July 7, 2008 in Map Book 308, Pages 29-34, inclusive, Alameda County Records.

CONTAINING 3.8480 acres, more or less as shown on said Parcel Map 9659.

July 9, 2008



NORMAN PAYNE
L.S. No. 4388
License Expires 09/30/09



APN: 431-0110-007-00

Exhibit A
(Legal Description)
to
Exhibit B

EXHIBIT C
DEVELOPMENT FEES AND CHARGES

The project shall be responsible for paying the following fees:

Development Fees and Charges

- Building Construction & Improvement Tax: \$750 per unit.
- Supplemental Building Construction & Improvement Tax: \$1,200 per unit.
- Park-in-lieu Fee: \$11,953 per unit.

Water Facilities Fees

Residential unit with standard service (5/8" meter) or residential unit with inside sprinkler system required by Fire Department (1" meter): \$5,726

Non-residential units, each separate irrigation service, and each residential unit with meter size larger than 1 inch:

- 5/8 inch: \$5,726
- 3/4 inch: \$8590
- 1 inch: \$14,320
- 1 1/2 inch: \$28,630
- 2 inch: \$45,820

Meter set fees:

- 5/8 inch: \$180
- 3/4 inch: \$200
- 1 inch: \$310
- 1 1/2 inch: \$470
- 2 inch: \$580

Remote read capability of \$200 per meter.

Sewer System Connection Fees

Single family home: \$7,255

Inclusionary Housing In-Lieu Fee:

A total of \$480,000 in \$80,000 increments as noted in section 4.2.3 (G) of this agreement.

EXHIBIT D
PROJECT MILESTONES

Milestones	Completion Date	Responsible Party
<u>Pre-Closing</u>		
Execute ENA	Sept. 15, 2010	City/Developer
Initiate Purchase/Sales	Jan. 3, 2011	City/Developer
Negotiations		
Complete PSA	April 8, 2011	City/Developer
Application Completion Letter	March 17, 2011	City
Initiate CEQA Review	March 21, 2011	City
Complete CEQA Review	April 15, 2011	City
Notice of Public Hearing	May 4, 2011	City
Planning Commission Project Recommendation	May 26, 2011	City
Council Approve PSA	June 28, 2011	City
Council Action Project Approval Purchase Agreement Approval	July 12, 2011	City
Successor Agency Approval of PSA	August 2012	City
Successor Agency PSA Execution	January 2013	City
Site HazMat Remediation Start	November 2012	City
Site Remediation Comp/NFA	March 1, 2013	City
Title Company – Title Policy	March 15, 2013	City/State
Property Closing	March 15, 2013	Developer

Exhibit D

Development and Construction Milestones

Submit Grading and Imp. Plans	Feb. 28, 2013	Developer
City Approval of Gdg and Imp Plans	April 30, 2013	City
Submit Building Construction Plans	Feb. 28, 2013	Developer
Final Map Approval	May 31, 2013	City
Start Grading and Improvements	June 17, 2013	Developer
City Approval of Building Plans	May 10, 2013	City
Bldg Permits-Phase 1/Model Const.	July 8, 2013	Developer
Phase 2 Construction—10 Homes	Sep 16, 2013	Developer
Grading and Improvement Completion	Nov 30, 2013	Developer
Sales Opening	Sep. 28, 2013	Developer
Phase 3 Construction 10 Homes	Oct. 21, 2013	Developer
Phase 4 Construction 10 Homes	Jan. 6, 2014	Developer
Phase 5 Construction 10 Homes	March 17, 2014	Developer
Phase 6 Construction 7 Homes	June 16, 2014	Developer
Project Close-Out	March 20, 2015	Developer

EXHIBIT E
AGREEMENT FOR COST SHARING ARRANGEMENT FOR
UNDERGROUND UTILITIES

ATTACHMENT III - Residual Burbank School Site Aerial Photo

