

**Recording Requested By:**

GIANT DEVELOPMENT, L.P.

**When Recorded, Mail To:**

Bruce H. Wolfe  
Executive Officer  
California Regional Water Quality Control Board  
San Francisco Bay Region  
1515 Clay Street, Suite 1400  
Oakland, California 94612

The Original, of which this is

a copy, was recorded on 3-8-06

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Records of Contra Costa County,  
California.

COVENANT AND ENVIRONMENTAL RESTRICTION  
ON PROPERTY

GIANT ROAD FAMILY APARTMENTS  
2832 GIANT ROAD, SAN PABLO, CA

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 16 day of February, 2006 by Giant Development, L.P., a California limited partnership ("Covenantor") who is the Owner of record of that certain property situated at 2832 Giant Road, in the City of San Pablo, County of Contra Costa, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Board"), with reference to the following facts:

A. The Burdened Property and groundwater underlying the property contain hazardous materials.

B. Contamination of the Burdened Property. Soil at the Burdened Property historically has been used for industrial purposes, including a trucking facility operated by Parker Trucking at 2832 Giant Road and the former East Bay Washrack at 2812 Giant Road. The facilities included vehicle maintenance and cleaning areas and hazardous materials storage areas. These operations resulted in contamination of soil with inorganic and organic chemicals including arsenic, chromium, lead, organic lead, tetrachloroethylene, benzene, and total petroleum hydrocarbons as gasoline, diesel, and motor oil, which constitute hazardous materials as that term is defined in Health & Safety Code Section 25260. Ground water beneath the Burdened Property was contaminated by petroleum hydrocarbons. Cleanup activities at the Burdened Property included the excavation and off-site disposal of soil above residential site cleanup goals. Ground water was pumped from excavations, treated, and disposed off-site. Residual concentrations of chemicals of concern in soil and ground water are not expected to pose an ongoing threat to water quality or human health at the Burdened Property.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in soil and ground water on the Burdened Property. Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could take place via in-place contact, resulting in dermal contact, inhalation, or ingestion by humans. The risk of public exposure to the contaminants has been substantially lessened by the remediation and controls described herein.

D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is used for residential purposes and is adjacent to residential, industrial, and educational (elementary school) land uses.

E. Full and voluntary disclosure to the Board of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.

F. Covenantor desires and intends that in order to benefit the Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that may have been deposited on portions of the Burdened Property.

## ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Board.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Board and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to

the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Board real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

## ARTICLE II DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

## ARTICLE III DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

a. No portion of the Burdened Property shall be used for a community or private garden planted at ground level; however, the Burdened Property may be used for a community or private garden for edible or ornamental plants provided that the planting is in raised beds which are physically separated from ground level soil.

b. No portion of the Burdened Property shall be used for the excavation or use of any wells.

c. No work shall be conducted on any portion of the Burdened Property that involves soil excavation, trenching, or groundwater contact without implementing the Site Management Plan dated December 19, 2005, prepared by Lowney Associates (the "Plan"). The Plan includes procedures for proper notification, handling, and disposal of any soil or groundwater removed from the site. Current and future site workers, tenants, and owners shall be notified of the residual impacted soil and groundwater on the property.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Board, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Board to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils and in the ground water under the property, and is subject to a deed restriction dated as of February 16, 2006, and recorded on \_\_\_\_\_, 2006, in the Official Records of Contra Costa County, California, as Document No. \_\_\_\_\_, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

#### ARTICLE IV VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

#### ARTICLE V MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

*If To: "Covenantor"*

Giant Development, L.P.  
c/o East Bay Asian Local Development Corporation  
310 8<sup>th</sup> Street, Suite 200  
Oakland, CA 94607

With a copy to:  
NEF Assignment Corporation  
c/o National Equity Fund, Inc.  
120 S. Riverside Plaza, 15th Floor  
Chicago, Illinois 60606-3908  
Attention: General Counsel

*If To: "Board"*

Regional Water Quality Control Board  
San Francisco Bay Region  
Attention: Executive Officer  
1515 Clay Street, Suite 1400  
Oakland, California 94612

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Contra Costa within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

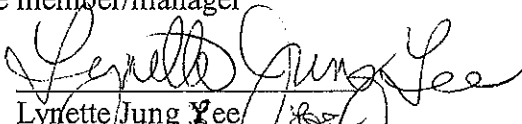
IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor:

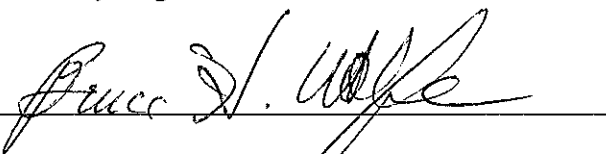
Giant Development, L.P., a California limited partnership

By: Whistle Station LLC,  
a California limited liability company,  
its general partner

By: East Bay Asian Local Development Corporation,  
a California nonprofit public benefit corporation,  
its sole member/manager

By:   
Lynette Jung Lee  
Executive Director

Agency:  
State of California  
Regional Water Quality Board,  
San Francisco Bay Region

By: 

Title: Executive Officer

Date: 2/21/06

[SIGNATURES MUST BE NOTARIZED]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Alameda } ss.

On February 16, 2006 before me, J. M. Farrow, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Lynette Jung Lee  
Name(s) of Signer(s)

personally known to me  
 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.

WITNESS my hand and official seal.  
J. M. Farrow, Notary Public  
Signature of Notary Public

**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: Covenant Environmental Restriction on Property

Document Date: 02-16-2006 Number of Pages: 8

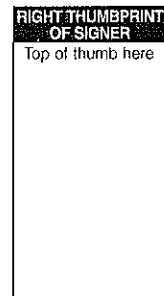
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: Saint Dev. L.P.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

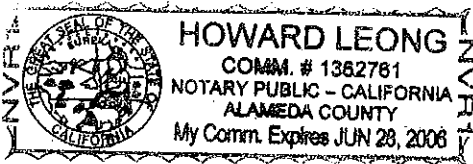
County of Alameda } ss.

On 1/21/2005 <sup>HL 2/21/06</sup> before me, Howard Leong, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Bruce H Wolfe  
Name(s) of Signer(s)

- personally known to me
- 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.



WITNESS my hand and official seal.

Howard Leong  
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: COVENANT

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

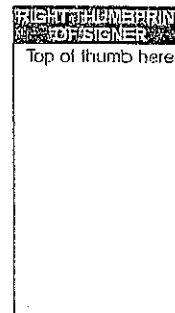




EXHIBIT A  
LEGAL DESCRIPTION OF BURDENED PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF BURDENED PROPERTY

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

All that real property being a portion of Parcel A as shown on the Parcel Map M.S. No. 777-86, filed April 7, 1986 in Book 122 of Parcel Maps at Page 7, located in the City of San Pablo, County of Contra Costa, State of California, more particularly described as follows:

BEGINNING at the Northwest corner of said Parcel A, said point being on the Easterly boundary of the road right of way known as Giant Road (County Road No. 21); thence along said Easterly boundary of Giant Road, South  $12^{\circ} 25' 00''$  West a distance of 363.51 feet;  
thence South  $77^{\circ} 35' 00''$  East a distance of 314.00 feet;  
thence North  $12^{\circ} 25' 00''$  East a distance of 273.74 feet;  
thence South  $77^{\circ} 35' 00''$  East a distance of 26.00 feet;  
thence North  $12^{\circ} 25' 00''$  East a distance of 89.77 feet;  
thence North  $77^{\circ} 35' 00''$  West a distance of 340.00 feet; to the point of beginning.

Also being Lot 1, as shown on the Lot Line Adjustment Plat attached to that certain "Certificate of Compliance for Lot Line Adjustment LLA 04-35" recorded August 5, 2004 as Instrument No. 2004-302583 of Official Records which was corrected in the Correction Deed recorded September 14, 2004 as Instrument No. 2004-353917 of Official Records.

APN: 412-060-005

EXHIBIT B  
SITE MANAGEMENT PLAN  
(December 19, 2005)

**Site Management Plan**


2812 and 2832 Giant Road  
San Pablo, California

This report has been prepared for:

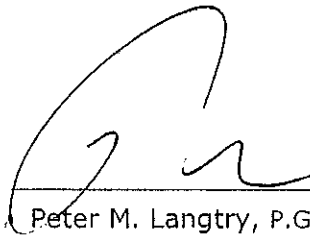
**California Regional Water Quality Control Board**  
1515 Clay Street, Suite 1400, Oakland, California 94612

December 19, 2005

Project No. 1424-40A



Charles Mettler  
Senior Staff Geologist



Peter M. Langtry, P.G., C.E.G.  
Principal Geologist



Ron L. Helm, C.E.G., R.E.A.II  
Senior Principal Geologist  
Quality Assurance Reviewer



Oakland

Fairfield

Fullerton

Mountain View

Sacramento

San Ramon

Las Vegas

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FIGURE 1 — VICINITY MAP

FIGURE 2 — SITE PLAN

**SITE MANAGEMENT PLAN  
2812 AND 2832 GIANT ROAD  
SAN PABLO, CALIFORNIA**

**1.0 INTRODUCTION**

**1.1 Purpose**

The purpose of this site management plan (SMP) is to provide guidelines for the management of residual contaminants in soil and ground water detected beneath 2812 and 2832 Giant Road in San Pablo, California (Site).

**1.2 Site Description**

The Giant Road Family Apartments and Devon Square will be an approximately 7-acre high density residential development at 2812 and 2832 Giant Road in San Pablo, California (Figures 1 and 2). The Site historically has been used for industrial purposes, including a trucking facility operated by Parker Trucking at 2832 Giant Road and the former East Bay Washrack at 2812 Giant Road. The facilities included vehicle maintenance and cleaning areas and hazardous materials storage areas. Previous investigations performed at the Site identified several areas with contamination above residential screening levels. Additional Site history and results of previous investigations are summarized in the removal action workplan (RAW) (Lowney Associates, 2005).

East Bay Asian Local Development Corporation (EBALDC) obtained two EPA Brownfield Redevelopment grants for the cleanup of areas exceeding residential standards. EPA cleanup grant 1 was for 2832 Giant Road (EPA Site 1) and grant 2 was for 2812 Giant Road (EPA Site 2).

**1.3 Planned Redevelopment**

EBALDC plans to develop approximately 2.7 acres of the Site (EPA Site 1) into a new 86 unit affordable apartment complex (Giant Road Family Apartments), in five separate buildings, including amenities such as resident services space, community facilities, on-site laundry and parking, potential childcare center targeted for families and individuals at or below 60 percent of the Area Median Income for Contra Costa County, and children's play area.

EBALDC sold an approximately 4.3-acre portion of the Site (EPA Site 2) to Pulte Homes, Inc., a Fortune 200 residential developer with operations in 54 markets and 28 states. Pulte Homes, Inc. plans to develop approximately 74 units of market rate for-sale condominium town homes (Devon Square).

**1.4 Summary of September to November 2005 Removal Action**

Soil removal activities were performed in accordance with the September 6, 2005 RAW and the August 1, 2005 confirmation sampling and analysis plan (CSAP). The RAW was approved by the California Regional Water Quality Control Board (CRWQCB) on September 16, 2005 and the CSAP was approved by the federal Environmental Protection Agency (EPA) on September 21, 2005.

1.4.1 Contaminants of Concern

Cleanup goals for contaminants of concern (COCs) detected in soil and ground water beneath the Site during previous investigations are listed in Tables 1A and 1B, respectively. The basis for the cleanup goals is presented in the RAW.

**Table 1A. Soil Cleanup Goals**

Constituent of Concern (COC)	Soil Cleanup Goals (ppm)		Basis
Arsenic	10		Site-Specific Background
Total Chromium	58		CRWQCB Residential ESL
Lead	150		CRWQCB Residential ESL
Total Organic Lead (TOL)	0.01		Laboratory detection limit (Federal Residential PRG is 0.0061 ppm)
Tetrachloroethylene (PCE)	0.088		CRWQCB Residential ESL
Benzene	0.044		CRWQCB Residential ESL
Total Petroleum Hydrocarbons (TPH) as gasoline/diesel/motor oil	0 - 3 feet	500 ppm total gasoline/diesel/residual fuels, with 100 ppm maximum TPH as gasoline	CRWQCB Residential ESLs
	3 to 6 feet	1,000 ppm total gasoline/diesel/residual fuels, with 500 ppm maximum TPH gasoline	
	6 feet to top of ground water	5,000 ppm total gasoline/diesel/ residual fuels (plus removal of gross free product)	

**Table 1B. Ground Water Target Cleanup Levels**

COC	Ground Water Cleanup Target (ppb)	Basis
TPH gasoline	5,000	CRWQCB ESL
TPH diesel	2,500	CRWQCB ESL
TPH residual fuels	2,500	CRWQCB ESL

1.4.2 Site Cleanup Activities

Soil removal activities occurred from September 24 to November 14, 2005 and consisted of the removal of approximately 8,000 tons of soil from the areas shown on Figure 2. The COCs for the excavation areas also are shown on Figure 2.

Three excavations were extended to a depth of approximately 10 feet below ground surface (bgs), approximately 2 feet into the top of the ground water. Because of the concentrations of petroleum hydrocarbons detected in the ponded water and to help with the backfilling process, approximately 60,000 gallons of water were pumped from the three excavations into portable holding tanks. The pumped water was discharged to the sanitary sewer in accordance with a permit obtained by EBALDC's environmental contractor from the West County Waste Water District.

Prior to backfilling Excavation 7 on EPA Site 2 (Figure 2), oxygen release compound (ORC) was added to the base of the excavation. ORC is a mixture of magnesium peroxide that is designed to produce a slow and sustained release of molecular oxygen

when in contact with soil moisture and ground water. Approximately 500 pounds of ORC was spread across the base of the excavation. It is anticipated that the released oxygen will increase the rate of natural biological degradation of the low concentrations of petroleum hydrocarbons and VOCs detected in the ground water at that location.

#### 1.4.3 Key Contacts

The key Site contacts are summarized in Table 2.

**Table 2. Key Site Contacts**

Company	Contact	Telephone Number
Lowney Associates	Peter M. Langtry, P.G., C.E.G.	510-267-1970, ext. 203
East Bay Asian Local Development Corporation	Executive Director or Real Estate Director	510-287-5353
CRWQCB	Mary Rose Cassa	510-622-2447
Pulte Homes	Director of Land Development	925-249-4200

## 2.0 SITE MANAGEMENT PLAN

### 2.1 Applicability of the Site Management Plan

The cleanup activities at the site included the removal of soil with COCs above the Site-specific cleanup goals. Soil with COCs below the cleanup goals remains on-Site. Because this soil may have minor odors or discoloration, this SMP presents protocol for the following post-cleanup activities that may encounter soil or ground water with residual levels of COCs:

- Excavation and grading;
- Subsurface utility installation, maintenance, or repair;
- Landscaping; and,
- Building foundation construction.

### 2.2 Risk Management During Construction

This section presents the risk management procedures to be followed during construction of the on-Site development, including worker training, construction impact mitigation measures, excavation de-watering, and soil management protocol.

#### 2.2.1 Site-Specific Health and Safety Worker Requirements

Contractors must be responsible for the health and safety of their own workers, including but not limited to preparation of their own health and safety plan (HSP) and injury and illness prevention plan (IIPP). Construction and maintenance workers present on-Site after the completion of the corrective actions will not be required to have 29 CFR Part



1910 training; these workers must, however, be familiar with and have access to this SMP.

## 2.2.2 Construction Impact Mitigation Measures

During construction, measures will be taken to minimize dust generation, storm water runoff, and tracking of soil off-Site. In addition, measures will be taken to help prevent the creation of preferential migration pathways (vertical and horizontal) for contaminants detected on-Site. The construction impact mitigation measures are summarized below.

### 2.2.2.1 Dust Control

Construction operations will be conducted so as to minimize the creation and dispersion of dust, including the following measures:

- Application of water while grading, excavating, and loading, as needed;
- Limiting vehicle speeds to 5-miles per hour on unpaved portions of the Site;
- Minimizing drop heights while loading/unloading soil; and,
- Covering stockpiles with an impermeable layer, as discussed in Section 2.2.3.2.

### 2.2.2.2 Equipment Decontamination

Contractors whose vehicles and construction equipment contact soil will be required to clean the equipment prior to leaving the Site. A gravel decontamination pad will be built at the construction exit. Decontamination may include dry methods, such as brushing, scraping, or vacuuming. If the dry methods are not effective, the contractor may use wet methods, such as steam cleaning or pressure washing. The contractor, however, will be required to collect and appropriately manage the wash water. Wash water management methods may include use for dust control or off-Site disposal at an appropriate facility.

### 2.2.2.3 Vertical and Horizontal Preferential Pathways

The current development plans do not include the construction of deep foundations, such as piles. In addition, the deed restriction for the development will not allow the installation of water supply wells on-Site. Therefore, no vertical preferential pathways (i.e. conduits for movement of ground water) will be created. It is not anticipated that utilities will extend into the shallow ground water, which was encountered at a depth of approximately eight feet. Therefore, horizontal migration pathways for ground water do not appear to be a significant concern.

### 2.2.2.4 Storm Water Pollution Controls

The Urban Runoff Pollution Prevention Program, also called the Non-Point Source Program, was developed in accordance with the requirements of the 1986 San

Francisco Bay Basin Water Quality Control Plan to reduce water pollution associated with urban storm water runoff. This program was also designed to fulfill the requirements of the Federal Clean Water Act, which mandated that the EPA develop National Pollution Discharge Elimination system (NPDES) Permit application requirements for various storm water discharges, including those from municipal storm drain systems and construction sites.

For properties of 5 acres or greater, a Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) must be prepared prior to commencement of construction. Since the Site is approximately 5 acres, EBALDC's and Pulte Home Inc.'s civil engineer will prepare a SWPPP for the grading and construction activities (post removal action) on the Site. Storm water management controls will be implemented to reduce the potential for impacted soils to impact storm water runoff. These storm water controls will be based on best management practices (BMCs), such as those described in the *Erosion and Sediment Control Field Manual* (CRWQCB, 1998) and the *Manual of Standards for Erosion and Sediment Control Measures, Second Edition* (ABAG, 1995). The BMPs implemented may include, but are not limited to, the following:

- Construction of berms or silt fences at the perimeter of the Site, as appropriate;
- Placing of straw bale barriers or filter fabric around entrances to storm drains and catch basins;
- Covering stockpiles of contaminated soil with visqueen during rain events; and,
- Placement of gravel at project entrances/exits where soil can be removed from vehicles prior to leaving the Site.

#### 2.2.2.5 Excavation De-Watering

If excavation de-watering is required, a sample of the ponded water will be collected for laboratory analyses (see Section 2.2.3.4). Pursuant to CRWQCB resolution 88-160, the preferred use of the ponded water is recycling or on-site re-use. If recycling or re-use are not appropriate, the next alternative is discharge to publicly owned treatment works (i.e. West Count Waste Water District). If recycling/on-site use or discharge to publicly owned treatment works are not appropriate, then treatment and discharge to the local receiving waters (i.e. storm drain), shall be evaluated.

If the pumped water is to be used for dust control for earthwork activities, concentrations of COCs should be compared to the higher of Environmental Screening Levels for fresh and estuarine surface water. If the concentrations exceeds ESLs, then CRWQCB staff should be consulted. Discharge to the sanitary sewer or storm sewer should be performed under an approved permit from the West County Waste Water District or CRWQCB, respectively. If required, water must be treated prior to discharge.

#### 2.2.3 Soil Management Protocols

As discussed in Section 1.2 and shown on Figure 2, several areas with COCs above cleanup goals were removed during Site cleanup activities. Based on the historical industrial use of the Site, additional pockets of impacted soil may be encountered during Site development activities and subsequent subsurface utility installation and maintenance; landscaping; and building foundation construction. If pockets of impacted

soil are encountered during Site development, additional sampling or analyses and/or soil removal may be required.

#### 2.2.3.1 Management of Soil During Construction

Soil with contaminants below the COCs remains in-place. Soil with low levels (below COCs) of petroleum hydrocarbons may have noticeable minor petroleum odors or discoloration. If soil with minor discoloration or odors is over-excavated during construction, the excavated soil will be stockpiled and evaluated as discussed in Section 2.2.3.2. No sampling of the excavation sidewalls or base will be performed.

If the soil encountered on-Site during construction appears significantly impacted (free product, strong odors, or strong discoloration), the sidewalls and base of the excavation will be sampled and analyzed, as discussed in Sections 2.2.3.3 and 2.2.3.4, to evaluate whether soil above COCs is present that requires removal. In addition, the excavated soil will be stockpiled and evaluated as discussed in Section 2.2.3.2. If laboratory analyses of the verification samples detect COCs below cleanup goals, further work will not be performed. If COCs are detected above cleanup goals, the CRWQCB staff will be notified to evaluate whether further work is required.

#### 2.2.3.2 Management of Excavated Soils

Suspect soil over-excavated during construction activities will be segregated from the "clean" soil and either loaded directly onto trucks for off-Site disposal or stockpiled on-Site on top of and covered by an impermeable liner (6 mil) to reduce infiltration by rainwater and contamination of the underlying soil. In accordance with Bay Area Air Quality Management District (BAAQMD) requirements, inactive stockpiles will be covered by plastic sheeting. Stockpiles also will be covered with plastic sheeting each night. A maximum 6,000 square feet of an actively used stockpile can be uncovered. Hay bales will be placed around the stockpile to reduce runoff. While remaining on-Site, the stockpiles will be checked daily to verify that they are adequately covered.

To evaluate disposal and re-use alternatives of the excavated soil, the quality of the excavated soil will be evaluated. If on-Site re-use of the excavated soil is desired, soil samples will be collected and analyzed for Site COCs in accordance with the November 2002 CRWQCB draft guidance document. If off-Site re-use of the soil is desired, the soil quality data should be compared to appropriate ESLs. If off-Site disposal of the soil is desired, soil samples will be collected and analyzed in accordance with the disposal facility requirements. If soil exceeds Site cleanup goals and/or ESLs, the soil should be disposed at an appropriate facility. Prior to on-Site re-use of any excavated soil that exceeds Site cleanup goals or off-Site re-use of soil that exceeds applicable ESLs, CRWQCB staff should be consulted.

#### 2.2.3.3 Evaluation of In-Place Soil and Poned Ground Water in Suspect Areas

To evaluate the quality of suspect soil encountered during construction activities, soil samples will be collected from the base and sidewalls of the excavation area. Verification samples will be collected for every approximately 25 feet of excavation sidewall at the depth of the suspected soil. In addition, one verification soil sample will be collected for every approximately 1,000 square feet of excavation base where the suspect soil is observed. Soil samples will be collected in brass liners. If water ponds in the excavation, grab samples of the ponded water will be collected instead of the base

soil samples. The soil and ponded water samples will be analyzed as discussed in Section 2.2.3.4.

#### 2.2.3.4 Laboratory Analyses

Verification soil samples and ponded water samples collected from a suspect area will be analyzed for total petroleum hydrocarbons in the gasoline range (TPHg); benzene, toluene, ethylbenzene, and xylenes (BTEX) plus MTBE (EPA Test Method 8015M/8020); total petroleum hydrocarbons in the diesel range (TPHd) and motor oil range (TPHmo) (EPA Test Method 8015M); volatile organic compounds (VOCs) (EPA Test Method 8260); total organic lead (TOL) (HML 939-M (0.01 ppm detection limit)); arsenic, chromium, lead, and nickel (EPA Test Method 6010B).

#### 2.2.4 Management of Buried Structures

If an abandoned pipe (other than common utility lines) and/or other suspect structure (i.e. tank or sump) is encountered during construction, the Contra Costa Environmental Health Department (CCEHD) staff will be notified. Site contact information is presented in Section 1.3.3. Any suspect structure and associated piping encountered during construction will be removed in accordance with CCEHD guidelines. Abandoned pipes that do not appear to be associated with a tank will be managed as outlined below:

If the pipe contains liquid or sludge, the following steps will be taken:

- The liquid or sludge will be removed from the pipe, if feasible, and placed in appropriate containers.
- The liquid or sludge will be tested to evaluate appropriate disposal options.
- The pipe and liquid or sludge will be removed from the site for appropriate disposal/recycling.

If the entire pipe is not removed during construction (if approved by the geotechnical engineer), the ends of the pipe that are to remain in-place will be capped.

### 2.3 Post-Construction Risk Management

#### 2.3.1 Long-Term Risk to Human Health

The Site has been remediated to concentrations of COCs that are acceptable for residential redevelopment assuming no ground water use. Therefore, the concentrations of residual COC concentrations do not appear to be a significant threat to the health of future residents of the development.

#### 2.3.2 Deed Restriction

A deed restriction will be recorded for the property that includes the following provisions:

1. No portion of the property shall be used for a community or private garden planted at ground level; however, the Site may be used for a community or

private garden for edible or ornamental plants provided that the planting is in raised beds that are physically separated from ground level soil.

- 2. No portion of the Site shall be used for the excavation or use of any wells.
- 3. No work shall be conducted on any portion of the Site that involves soil excavation, trenching, or ground water contact without implementing this SMP.

**3.0 LIMITATIONS**

This SMP was prepared for the use of EBALDC, Pulte Homes, Inc., CRWQCB, and the homeowners association of the future development. We make no warranty, expressed or implied, except that our services have been performed in accordance with environmental principles generally accepted at this time and location. We are not responsible for the accuracy of information provided by others.

**4.0 REFERENCES**

California Regional Water Quality Control Board. Draft - November 2002. Characterization and Reuse of Petroleum Impacted Soil as Inert Waste.

California Regional Water Quality Control Board. Interim Final - February 2005. Screening for Environmental Concerns at Sites With Contaminated Soil and Groundwater.

Lowney Associates. August 1, 2005. Confirmation Sampling and Analysis Plan, 2812 and 2832 Giant Road, San Pablo, California.

Lowney Associates. September 6, 2005. Removal Action Workplan, 2812 and 2832 Giant Road, San Pablo, California.

Lowney Associates. November 16, 2005. Removal Action Completion Report, 2812 and 2832 Giant Road, San Pablo, California.

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