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Recording Requested By:

TBI-Madrone I, LLC
C/o Toeniskoetter & Breeding, Inc.
1960 The Alameda, Suite 20
San Jose, CA 95126
Attn: Brad W. Krouskup

QUALITY CONTROL BOARD

DOCUMENT: 15894802



Titles: 1 / Pages: 22

Fees: 70.00
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California Regional Water Quality Control Board
Attn: Executive Officer
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612

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SANTA CLARA COUNTY RECORDER
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519836

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**COVENANT AND ENVIRONMENTAL RESTRICTION
ON PROPERTY**

900 Lightpost Way, Morgan Hill, California

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 29 day of September, 2001 by TBI-Madrone I, LLC, a California limited liability company ("Covenantor") who is the Owner of record of that certain property situated at 900 Lightpost Way, in the City of Morgan Hill, County of Santa Clara, 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 is situated adjacent to and northeast of the former San Jose Trap and Skeet Club shooting range. During development activities associated with the Burdened Property and adjacent properties owned by Madrone Land Corp., Covenantor obtained a number of environmental investigations of the Burdened Property and the adjacent properties owned by Madrone Land Corp. These investigations indicated that elevated levels of lead were present in soil samples collected in the vicinity of the San Jose Trap and Skeet Club shooting range, including portions of the Burdened Property.

B. Covenantor subsequently obtained a Human Health Risk Assessment Report from HARZA Engineering Co., dated April 17, 2000 ("Risk Assessment Report") to assess the human health risk from lead in soils at the Burdened Property and the adjacent properties owned by Madrone Land Corp. The Burdened Property and the adjacent properties are described as parcels N, O, P, Q, R and S on the site plan attached as Figure 2 to the Risk Management Plan described

below and are referred to collectively herein as the "Madrone Parcels." The Risk Assessment Report recommended using a U.S. Environmental Protection Agency preliminary remediation goal ("PRG") for lead in soil of 1,000 mg/kg as a guide for the development of the Madrone Parcels for commercial industrial uses. To address the potential risk of exposure to lead pellets, the Risk Assessment Report recommended that any areas within the Madrone Parcels which contained lead pellets in excess of the PRGs for commercial industrial use be covered by buildings and parking. The Risk Assessment Report further recommended that any soils affected by lead pellets be removed to a depth of six inches and placed under building pads, parking or other maintained pavement areas. The Risk Assessment Report concluded, however, that based on data collected, the site soil samples exclusive of lead pellets that were collected within the Madrone Parcels were found to contain lead concentrations below the PRGs for unrestricted residential use. As recommended by the Risk Assessment Report, any soils on the Burdened Property that contained lead pellets in excess of the PRGs for commercial industrial use were removed to a depth of six inches and placed under buildings or paved parking areas.

C. The contaminants addressed in this Covenant are present in portions of the soil on the Burdened Property. Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could take place via excavation or other disturbance of the soil resulting in inhalation of airborne dust by humans. The risk of public exposure to the contaminants has been substantially lessened by the remediation and controls described herein.

D. The Burdened Property is located in an "ML light industrial zone" as defined in the zoning ordinances of the City of Morgan Hill and is presently developed with an office building, parking areas and landscaping. The Burdened Property is adjacent to other industrial and commercial land uses.

E. Based upon its review of the Risk Assessment Report, the Board staff issued a conditional no further action letter, dated June 21, 2000, approving development of the Madrone Parcels, including the Burdened Property, on a conditional basis. A copy of the Board's letter is attached hereto as Exhibit B. Conditions of development included the development of a risk management plan, the recordation of a deed restriction preventing inappropriate sensitive uses at the property, and a requirement that areas not covered by buildings and/or paved areas meet the PRGs for commercial industrial use.

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

G. The Board has approved the Risk Management Plan for Madrone Business Park prepared by ENSR International, dated January 21, 2001, a copy of which is attached as Exhibit C and incorporated herein by reference ("Risk Management Plan"). All activities on the Burdened Property must be consistent with the Risk Management Plan.

H. 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.

1. 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. The Restrictions set out herein shall be incorporated by reference in 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 incorporated by reference 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 protect human health and the environment by reducing the risk of exposure to residual amounts of lead or lead pellets.

2. 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.

3. 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:

3.1.1 Development of the Burdened Property shall be restricted to industrial, commercial or office space;

3.1.2 No residence for human habitation shall be permitted on the Burdened Property;

3.1.3 No hospitals shall be permitted on the Burdened Property;

3.1.4 No schools for persons under 21 years of age shall be permitted on the Burdened Property;

3.1.5 No day care centers for children or day care centers for Senior Citizens shall be permitted on the Burdened Property;

3.1.6 No Owners or Occupants of the Property or any portion thereof shall conduct any excavation work on the Property, unless and until the Owner or Occupant complies with the Risk Management Plan. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed by Covenantor or his agent in accordance with all applicable provisions of local, state and federal law;

3.1.7 All uses and development of the Burdened Property shall be consistent with any applicable Board Order or Risk Management Plan, each of which is hereby incorporated by reference including future amendments thereto. All uses and development shall preserve the integrity of any remedial measures taken on the Burdened Property pursuant to the requirements of the Board, unless otherwise expressly permitted in writing by the Board.

3.1.8 No Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board.

3.1.9 The Owner shall notify the Board of each of the following: (1) The type, cause, location and date of any disturbance to any cap or any remedial measures taken on the Burdened Property pursuant to the requirements of the Board, which could affect the ability of such cap or remedial measures to perform their respective functions and (2) the type and date

of repair of such disturbance. Notification to the Board shall be made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs;

3.1.10 The Covenantor agrees that the Board, and/or any persons acting pursuant to Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, as provided for in Division 7 of the Water Code. The Board shall provide Covenantor with prior written notice of the Board's entry for such purposes and shall conduct its activities so as to not unreasonably interfere with the rights of any Occupants of the Burdened Property.

3.1.11 No Owner or Occupant of the Burdened Property shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Burdened Property. All use and development of the Burdened Property shall preserve the integrity of any capped areas.

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 on the property, and is subject to a deed restriction dated as of September 28, 2001 and recorded on October 2, 2001, in the Official Records of Santa Clara County, California, as Document No. 15894802, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. . In conjunction with and incorporated into the deed restriction as Exhibit "C" is a Risk Management Plan which sets forth guidelines and procedures for managing the residual lead pollution on the property. This statement is not a declaration that a hazard exists.

4. 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.

5. 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"
TBI-Madrone I, LLC
c/o Toeniskoetter & Breeding, Inc.
1960 The Alameda, Suite 20
San Jose, CA 95126
Attn: Brad W. Krouskup

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 Santa Clara 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:

TBI Madrone I, LLC, a California limited liability Company

By TBI-Lightpost I, a California limited partnership, Managing Member

By: Toeniskoetter & Breeding, Inc. Development, A California corporation, General Partner

By: [Signature]
Title: PRESIDENT
Date: 9-28-01

Agency:

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

By: [Signature: K. Barzani]
Title: Executive Officer
Date: 9.28.01

STATE OF CALIFORNIA
COUNTY OF Santa Clara

} ss.

On September 28, 2001, before me, Daniel T. Amend personally appeared Brad W. Krouskup

personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the 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.

Daniel T. Amend
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
 - CORPORATE OFFICERS(S)
- Title(s)
- PARTNER(S) LIMITED GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER: _____

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

STATE OF CALIFORNIA
COUNTY OF Santa Clara

} ss.

On September 28, 2001, before me, Daniel T. Amend personally appeared Loretta Kohn Bergmanian

personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the 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.

Daniel T. Amend
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
 - CORPORATE OFFICERS(S)
- Title(s)
- PARTNER(S) LIMITED GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER: _____

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

EXHIBIT "A"

DESCRIPTION

519836

Real property in the City of Morgan Hill, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

Parcel P, so designated on that certain Parcel Map entitled, "Being all that certain Parcel designated as 'New Madrone Property' as described in the Certificate of Compliance, Lot Line Adjustment recorded May 10, 2000 as Document Number 15241676 and lying entirely within the City of Morgan Hill", filed October 13, 2000 in the office of the Recorder of the County of Santa Clara, State of California in Book 733 of Maps, pages 11 and 12.

APN: 726-33-027

ARB: 727-15-029.4; 727-15-038.02

PARCEL TWO:

A non-exclusive easement for ingress and egress purposes to and from said Parcel P, in, over and upon the Southeasterly portion of Parcel L as designated and delineated on that certain Parcel Map filed for record October 4, 2000 in Book 732 of Maps, at pages 30, 31, 32 and 33, Santa Clara County Records, and identified as "15' RECIPROCAL INGRESS/EGRESS EASEMENT".

APN: 726-33-014



California Regional Water Quality Control Board

San Francisco Bay Region

Winston H. Hickox
Secretary for
Environmental
Protection

Internet Address: <http://www.swrcb.ca.gov>
1515 Clay Street, Suite 1400, Oakland, California 94612
Phone (510) 622-2300 • FAX (510) 622-2460



RECEIVED

JUN 23 2000

T. B. I.

EXHIBIT B

June 21, 2000
File No. 43S0609 (MEJ)

Chris Marchesi
Madrone Land Corporation
P.O. Box 18730
San Jose, CA 95158

Brad W. Krouskup
Toeniskoetter & Breeding
1960 The Alameda
San Jose
95126

Subject: June 7, 2000, Lead Risk Assessment Report, Madrone Land Corporation, 645 Cochrane Road, Morgan Hill, Santa Clara County

Dear Messrs. Marchesi and Krouskup:

Regional Board staff have reviewed the subject risk assessment (RA) report, prepared on behalf of Toeniskoetter & Breeding by HARZA Engineering Co., Inc. The RA proposes using the USEPA Preliminary Remediation Goal (PRG) for lead in soil of 1,000 mg/kg as a guide for the development of the property for commercial industrial uses. The areas containing lead pellets will be covered by structures and parking. Based on data collected, no site soil samples with the exclusion of lead pellets have been found to contain lead concentrations in excess of the PRG; therefore, by covering pellet affected areas, a protective risk based remedy is achieved. In order to manage risk during development of the property, a site health and safety plan will be developed.

Board staff, upon completion of review of the RA find it generally acceptable, however, in order to manage the lead pellets onsite and the residual risk associated we have concerns to be addressed as a condition of our approval. These are as follows:

- 1) A Risk Management Plan must be developed;
- 2) As the property is being remediated to a commercial industrial standard, a deed restriction is needed to prevent inappropriate sensitive uses (i.e. residential, day care center, etc). The deed restriction shall also describe the environmental condition that

exists on the property and reference the Site Management Plan for long-term management of the impacted soil. Additionally, the Board shall be included as a benefitted party to the deed restriction; and,

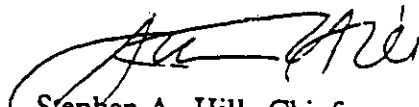
- 3) Areas that will not be covered by hard structures, primarily planters, must meet PRGs. This would also include the portions of Area C where removal to 6 inches is proposed. It may be necessary to remove to a deeper depth in order to achieve cleanup standards.

Based on compliance with the above conditions, the RA is hereby approved. Please note that the deed restriction and Site Management Plan do not need to be immediately completed, but must be finalized and recorded prior to completion of the development. You may move forward with the proposed development immediately, including site grading and street improvements.

Should you have any questions or need assistance in preparing the additional documents discussed above, please contact Mark Johnson of my staff at (510) 622-2493 [e-mail: mej@rb2.swrcb.ca.gov].

Sincerely,

Lawrence P. Kolb
Acting Executive Officer



Stephen A. Hill, Chief
Toxic Cleanup Division

EXHIBIT C
("Risk Management Plan")

**Madrone Business Park
Highway 101 and Cochrane Road
Morgan Hill, California**



Risk Management Plan

Prepared for:
TOENISKOETTER & BREEDING, INC.
1960 The Alameda, Suite 20
San Jose, California 95126

Prepared by:
ENSR INTERNATIONAL
1420 Harbor Bay Parkway, Suite 120
Alameda, California 94502

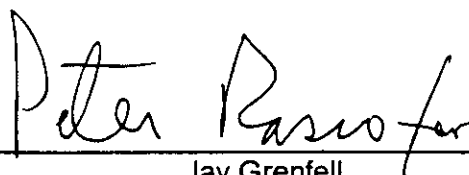
January 2001

ENSR File Number 8727-054-100

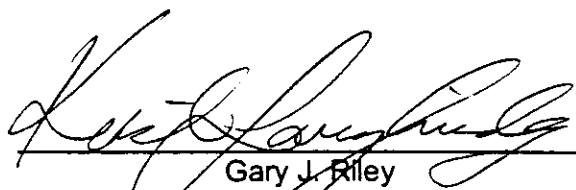
The following personnel have prepared and/or reviewed this report for accuracy, content, and quality of presentation.



Mark Litzau
Senior Program Manager
Senior Reviewer



Jay Grenfell
Associate Project Manager
Reviewer



Gary J. Riley
Associate Project Manager
Report Author

January 11, 2001

Date

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1.0 INTRODUCTION

ENSR International has prepared this Risk Management Plan (RMP) for the Madrone Business Park located at the intersection of U.S. Highway 101 and Cochrane Road in Morgan Hill, California. During site development, lead-impacted soils were moved to areas of the site where they will be covered by structures or pavement to eliminate exposure to site users. As part of the requirements of the no-further-action letter issued by the San Francisco Bay Regional Water Quality Control Board (RWQCB), a RMP is required to address potential future excavation in the lead-impacted portions of the site. The purpose of the RMP is to establish guidelines and procedures to be followed prior to excavation in areas containing lead-impacted soils. This RMP affects select buildings and parking areas in a portion of the site. A copy of this RMP should be provided to site occupants and also retained in property owners' files to ensure dissemination of this information.

1.1 Site Description

The subject property is located at 645 Cochrane Road in the City of Morgan Hill, California as shown on the attached Figure 1 (Site Location Map). The Madrone Business Park is an L-shaped parcel covering approximately 101 acres and is shown in detail on Figure 2, the Site Plan. The subject property was undergoing grading activities at the time of ENSR's most recent site visit on August 11, 2000. This visit was conducted in conjunction with a Phase I Environmental Site Assessment conducted by ENSR (ENSR #8727-057-100, September 5, 2000).

After development, this RMP provides guidelines that must be followed for potential future excavation work to be undertaken in the area of the site with soils containing lead shot. Only a small portion of the site contains lead levels of concern and these areas are delineated on Figure 2.

1.2 Site History

A portion of the Madrone Business Park was used as a Trap and Skeet Shooting Range from 1958 to 1993. The remainder of the site had been used for agricultural purposes, including a dairy farm, prior to development as the Madrone Business Park.

Several environmental investigations were performed at the former trap and skeet range by Kennedy-Jenks Consultants and Harza Engineering Company over the period 1991 to 2000. These investigations indicated elevated levels of lead in soil samples collected from portions of the site.

A groundwater monitoring well at the site was sampled on a quarterly basis. The most recent quarterly monitoring data available, from February 1996, indicated dissolved lead did not exceed the laboratory method reporting limit of 1 part per billion. It was concluded that residual lead shot in soil did represent a risk to groundwater quality at the subject site.

As required by the RWQCB, a human health risk assessment was conducted for the site. This evaluation indicated that lead-impacted soils would not pose an unacceptably high risk to human health if lead-impacted soils were covered by buildings or parking areas. This report detailed the plan to move lead-impacted soils to areas of the site where they will be covered by hard structures (e.g. buildings or parking lots), creating a protective, risk-based remedy. In a letter to TBI dated June 21, 2000 the RWQCB required that areas not covered by structures be remediated to industrial PRGs, that a RMP be developed for the site, and that deed restriction be established to prevent limit development of the site to light industrial use.

This report addresses the RWQCB's requirement for a RMP for the Madrone Business Park.

2.0 RISK MANAGEMENT PLAN

The contaminant of concern (COC) for the subject property is lead shot pellets in shallow soils. Lead exposure has been shown to create a variety of adverse effects in humans, with particular risk to children in the form of learning disabilities. Symptoms of lead overexposure are weakness, lassitude, insomnia, facial pallor, eye palpitations, malnutrition, constipation, abdominal pain, colic, anemia, tremors, wrist and ankle paralysis, eye irritations, and hypotension.

2.1 Background

A risk assessment was performed for lead at the subject property by Harza Engineering Company (April 17, 2000). Results of this assessment, performed using the DTSC Leadsread model, indicated that soils from approximately the top six inches in the portions of the site should be remediated. As part of an agreement with the RWQCB the developer, TBI, was allowed to move lead-impacted soils to areas covered by pavement or other hard structures. This was determined to be an effective management method for contaminated soils at the subject property that provided a protective, risk-based remedy for protection of human health. Coverage of these most highly impacted soils eliminates the lead exposure pathway for site users.

Lead concentrations reported in other areas of the site, or at depths exceeding six inches, were not found to represent an unacceptably high risk to future site development. The RWQCB approved this risk evaluation and proposed management plan, subject to establishment of this RMP.

2.2 Risk Management Framework

Soils containing levels of lead above the industrial preliminary remediation goal (PRG) of 1,000 ppm were excavated and placed under buildings and pavement at the site. Coverage by hard structures and pavement prevents exposure to lead-impacted soil. This RMP applies to future excavation work that may be conducted in the areas now covered by pavement or structures and as identified as lead-impacted on Figure 2. Excavation of these impacted soils may result in exposure to lead-containing soils. Likely activities that may result in disturbance of lead-containing soils include installation or repair of underground utilities such as sewers, telecommunications, and water supply; repair of building foundations; or building expansion or new construction.

2.3 Maintenance of Controls

Under the present site development, exposure to soils with lead concentrations exceeding the applicable PRG is prevented by coverage with building foundations or paved parking areas. Effective continuance of the prevention of this exposure pathway is contingent on good maintenance practices regarding the covers. In particular, there is the possibility that parking area pavement could deteriorate, become cracked, and possibly expose lead-impacted soils. While this is an unlikely occurrence due the thickness of pavement and subbase, proper maintenance of the parking lot pavement and building structures is required to prevent exposure.

If pavement becomes severely deteriorated and soils are exposed, steps must be taken to repair the pavement. Repair work shall be conducted in a manner consistent with the safe construction practices outlined later in Section 3.0 of this RMP.

It is anticipated that the buildings at the site will be less likely to require major repair, demolition, or renovation with the frequency of pavement repair in parking areas. However, work that will require disturbance of lead-impacted soils should be conducted in accordance with the following safe construction practices.

Construction, repair, or demolition work that will disturb lead-impacted soils beneath parking areas or buildings at the subject site shall be performed in accordance with these guidelines. This RMP should be made available to those individuals responsible for performing this work, or their supervisors. The recommendations presented in the following section are not intended to be a substitute for a written, site-specific Health and Safety Plan (HSP) to be prepared prior to conduct of work which will disturb lead-containing soils at the site.

Prior to excavation involving parking areas or building structures in the area of the site contain lead impacted soils, personnel associated with the aforementioned activities should review the RMP and HSP for the site. If questions arise we recommend contacting an environmental consulting firm and/or the RWQCB for assistance.

3.0 SAFE CONSTRUCTION PRACTICES

3.1 Lead in Construction Safe Work Practices

Section 1532.1 in Title 8 of the California Code of Regulations (CCR) establishes employers' responsibility for assessment of lead exposure and compliance with required employee monitoring programs. Specific requirements exist for activities that may result in employee exposure to an action level of an airborne lead concentration of 0.030 milligrams per cubic meter of air (mg/m^3) or greater calculated as an 8-hour time weighted average (8-hr TWA). No employee may be exposed to lead at concentrations greater than the permissible exposure limit (PEL) 0.050 mg/m^3 (8-hr TWA). Employers must take steps to protect employees from airborne lead concentrations exceeding the PEL, including providing respiratory protection if necessary.

3.2 Site Specific Hazard Analysis

Lead is primarily present at the site in pellet form, but is also dispersed in the soil. The exposure pathway by which lead in pellet form can enter the body is ingestion. Lead dispersed in the soil matrix can enter the body by inhalation or ingestion.

Reported lead concentrations at the most highly-impacted portions of the site averaged 2,615 parts per million (Harza 2000). The majority of this lead is present in pellet form; however, pellets were not screened from the soil prior to laboratory analysis.

Exposure to lead pellets by ingestion can be minimized by safe work practices. To reduce the potential for ingestion of hazardous materials, personnel must maintain proper hygiene at all times. Those activities involving hand-to-mouth motions such as food consumption, drinking, and smoking should be prohibited in all work areas.

Exposure to lead in soils by inhalation is the primary potential exposure pathway for activities at the site. California regulations allow for a negative initial determination that the lead action level will not be reached if conclusive evidence shows soil lead concentrations do not exceed 600 ppm. Soils in the impacted portion of the Madrone Business Park may contain lead in excess of these levels; however, the majority of the lead exists in pellet form and is not available for inhalation exposure.

Exposure to lead via inhalation can be minimized by using dust suppression methods or personal respiratory protection. Based on the maximum observed lead concentration at the site, the necessary airborne dust level to exceed the PEL would be 16 mg of soil per cubic meter of air. Dust becomes visible at 0.5 mg/m^3 and levels are unlikely to reach the levels necessary to exceed the PEL. Collection of air samples may be advisable to monitor worker exposure. Specific sampling guidelines or other monitoring should be addresses in the HSP prepared specifically for work which will involve disturbance of lead-containing soils at the site.

FIGURES

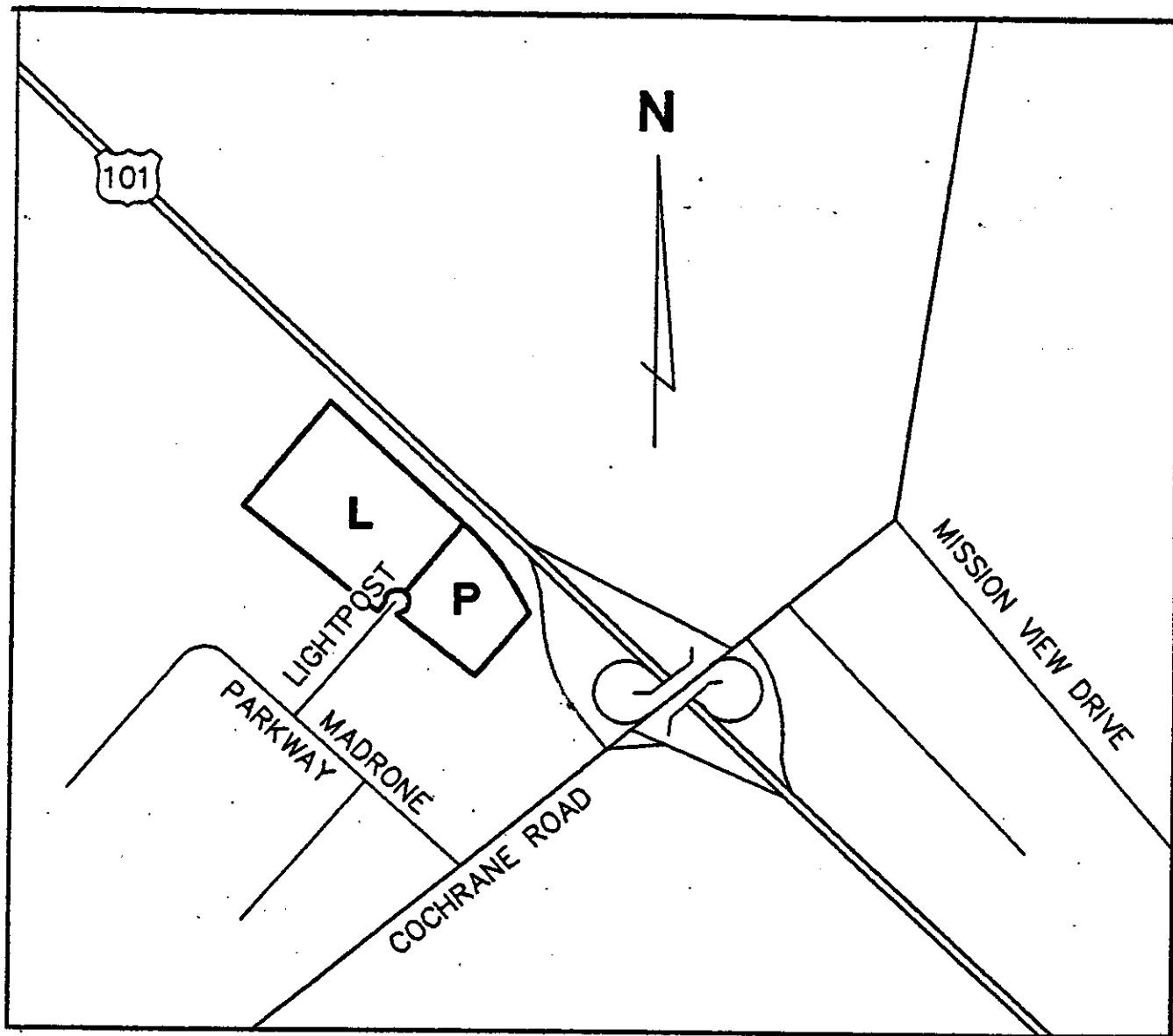
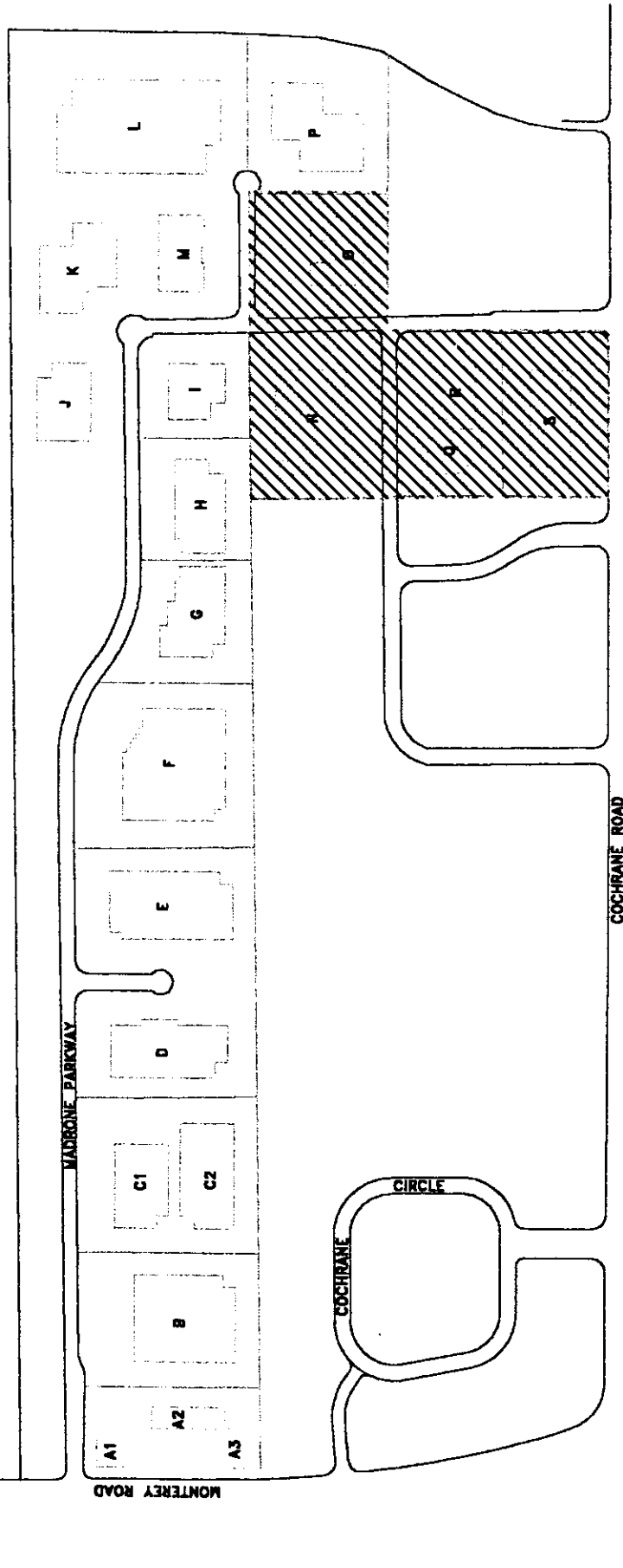


FIGURE 1 SITE LOCATION MAP
MADRONE BUSINESS PARK
Highway 101 and Cochrane Road
Morgan Hill, California

FIGURE 2



LEGEND

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 AREA OF POTENTIALLY
 LEAD-IMPACTED SOILS

NOT TO SCALE

FIGURE 2
 SITE PLAN
 Madrone Business Park
 U.S. Highway 101 and Cochran Road
 Morgan Hill, California

DRAWN: SSR	DATE: JAN. 11, 2001	PROJECT NO:
FILE NO: 8727054	CHECKED: G. Riley	8727-054-200

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