

RECORDING REQUESTED BY:  
City of Fremont  
39550 Liberty Street  
P.O. Box 5006  
Fremont, California 94537

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control  
700 Heinz Avenue  
Berkeley, California 94710-2721  
Attention: Thomas Price, Project  
Manager



2012362100

11/01/2012 12:18 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK O'CONNELL  
RECORDING FEE: 0.00



26 PGS

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### COVENANT TO RESTRICT USE OF PROPERTY ENVIRONMENTAL RESTRICTION

Re: County of Alameda, Portions of APNs 525-641-29, 525-645-15, and 524-784-14-2,  
Former UPRR Corridor Site (DTSC Site Code 201785), Fremont, California

This Covenant and Agreement ("Covenant") is made by and between the City of Fremont (the "Covenantor"), the current owner of the property situated in Fremont, County of Alameda, State of California depicted in Exhibit "A" and described in Exhibit "B" and incorporated herein by this reference (the "Property"), and the California Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

\* Recording fee waived per gov't code § 27383

ARTICLE I  
STATEMENT OF FACTS

1.01. The Property, totaling approximately 3.13 acres, is more particularly depicted and described in the attached Exhibits "A" and "B". The Property is a portion of a former railroad line ranging from forty to sixty feet in width extending from a point approximately 500 feet north of Paseo Padre Parkway to a point located approximately 100 feet south of Washington Boulevard in the City of Fremont, County of Alameda, in the State of California. The Property is also generally described as portions of Alameda County Assessor's Parcel Nos.: 525-641-29, 525-645-15, and 524-784-14-2.

1.02. A limited portion of the Property is more particularly described in Exhibit "C," and referred to as the "Capped Properties". The "Capped Properties" are located within a 60-foot wide and 3,700-foot long segment of a former Union Pacific Railroad railway corridor that extends from approximately 500-feet north of Paseo Padre Parkway to 100-feet south of Washington Boulevard. The Capped Properties are comprised of a recreational trail and landscaped areas and the "Cap" is generally defined as one foot of clean soil. The Capped Properties are more particularly depicted in Exhibit "C", on engineering drawings entitled "Capped and Clean Corridor Areas Figure 6A (to 6G)" which are attached and incorporated by this reference. The Capped Properties include areas described on the figures in Exhibit C as "Capped Area – Recreational Trail/Emergency Access Road", "Hot Spot Area(s)", and "Capped Area – Landscape/Drainage Swale". The Capped Properties do not include the "Clean Corridor(s)" areas.

1.03. The Property is being remediated pursuant to a Removal Action Workplan (RAW) pursuant to Chapter 6.8 of Division 20 of the H&SC under the oversight of the Department. The RAW was prepared in accordance with the Voluntary Cleanup Agreement (VCA) entered into by the Department and the Covenantor on July 2, 2008. The RAW required a deed restriction as part of the site remediation because lead, arsenic, and polycyclic aromatic hydrocarbons (PAHs), which are hazardous

substances, as defined in H&SC section 25316, and hazardous materials as defined in Health and Safety Code section 25260, remain at the Property. The RAW included a screening risk assessment that compared sample results against the California Human Health Screening Levels (CHHSLs) and the United States Environmental Protection Agency's (USEPA) Regional Screening Levels (RSLs). The RAW also included a comparison of soluble concentrations of metals to California Code of Regulations, title 22, section 66261.242 Soluble Threshold Limit Concentrations (STLCs) according to the Waste Extraction Test (WET) and Code of Federal Regulations, title 40, section 261.24 Toxicity Characteristic Leaching Procedure (TCLPs) for lead and arsenic. The Department circulated the draft RAW together with a draft Notice of Exemption pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq. for public review and comment. The RAW and the Notice of Exemption were approved by the Department on March 13, 2009. Implementation of the RAW generally involved excavating contaminated soils that exceeded residential and/or commercial CHHSLs, RSLs, or STLCs from the former railroad corridor and consolidation of those soils directly under a recreational trail along the center of the former rail line or at a landscaped area on the west side. Other soils were left in place and at least one foot of clean fill (the "Cap") was placed over contaminated soils that exceeded residential or commercial screening levels and hazardous waste levels of contaminants. Specifically, the removal action included 1) excavation of contaminated soils from the eastern 20 feet of the corridor and consolidation of those soils into the recreational trail and landscaped areas, 2) capping contaminated soils with one to two feet of clean soils and 3) removal of contaminated soils above contaminant levels that are considered safe for construction/trench utility workers in "Clean Corridors" areas.

1.04. A screening level risk assessment was included in the RAW which was approved by the Department on March 13, 2009. All or a portion of the surface and subsurface soils within 10 feet of the surface of the Property contain hazardous substances, as defined in Health and Safety Code section 25316, that exceed residential or commercial CHHSLs, or USEPA RSLs. The recreational trail areas and landscaped areas of the Capped Properties generally contain the following

contaminants of concern in concentration ranges set forth as follows: lead (up to 390 parts per million "ppm"), arsenic (up to 640 ppm), and polycyclic aromatic hydrocarbons as benzo(a)pyrene (BAP) equivalent (up to 10 ppm); at the Hotspot areas: soluble lead (up to 5.2 ppm).

Based on the screening level risk assessment, the Department concluded that use of the Properties as a residence, hospital, school for persons under the age of 21 or day care center would entail an unacceptable risk. The Department further concluded that the Property, as remediated, and subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment, if the Cap is maintained.

## ARTICLE II DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

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

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

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

2.06. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

ARTICLE III  
GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions, that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee written notice of the existence of this Covenant and its Environmental Restrictions.

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

3.05. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Numbers (APNs) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.06. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Owner hereby covenants for himself and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering this Covenant. The Department agrees to comply with applicable state legal requirements governing Department costs.

#### ARTICLE IV RESTRICTIONS AND REQUIREMENTS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.

- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

#### 4.02. Soil Management

- (a) No activities that will disturb the soil at or below one foot below grade (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) shall be allowed on the Property without a Soil Management Plan approved by the Department in advance.
- (b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- (c) The Owner shall provide the Department written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating in the Property more than one foot below the surface.

#### 4.03. Prohibited Activities

- (a) Raising of food (cattle, food crops);
- (b) Drilling for drinking water, oil, or gas without prior written approval by the Department.

#### 4.04 Non-Interference with Cap

- (a) Activities that may disturb the Cap (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Capped Property without prior written approval by the Department.
- (b) All uses and development of the Capped Properties shall preserve the integrity or effectiveness of the Cap.
- (c) The Cap shall not be altered without prior written approval by the Department.

4.05. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.06 Access for Implementing Operation and Maintenance. The entity responsible for implementing the Operation and Maintenance Plan shall have reasonable right of entry and access to the Property for the purpose of implementing the Operation and Maintenance Plan until the Department determines that no further Operation and Maintenance is required.

4.07 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant, and shall submit an annual inspection report to the Department for its approval by November 15th of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual inspection report (e.g., drive by, fly over, walk in, etc.). If violations are noted, the annual inspection report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant, and demand that the violation ceases immediately. Additionally, copies of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 days of its original transmission.

ARTICLE V  
ENFORCEMENT

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

ARTICLE VI  
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02 Termination or Partial Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or partial termination of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03 Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII  
MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

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

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party 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:

To Owner: Jim Pierson, Public Works Director  
City of Fremont  
39550 Liberty Street  
Fremont, California 94537

To Department: Karen M. Toth, Unit Chief  
Brownfields and Environmental Restoration Program  
Department of Toxic Substances Control  
700 Heinz Avenue  
Berkeley, California 94710

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

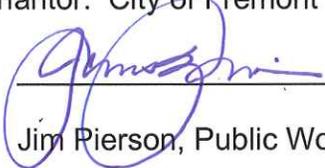
7.05. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06 Statutory References. All statutory references include successor provisions.

7.07 Incorporation of Attachments. All attachments and exhibits to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: City of Fremont

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

Title: Jim Pierson, Public Works Director

Date: 10/26/12

Department of Toxic Substances Control

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

Title: Karen M. Toth, Unit Chief

Date: 10/26/2012

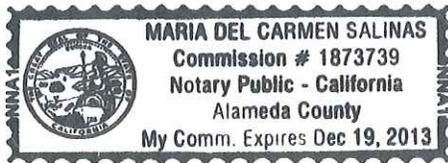
# ACKNOWLEDGEMENT

State of California            )  
  )  
County of Alameda         )

On October 26, 2012 before me, Maria del Carmen Salinas, Notary Public, personally appeared James E. Pierson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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



*Maria del Carmen Salinas*  
Signature of Notary Public

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Description of Attached Document

Title of type of Document:    **Covenant to Restrict Use of Property Environmental  
Restriction – Former UPRR Corridor Site**

Document Date:    **October 26, 2012**

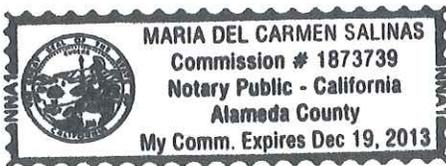
# ACKNOWLEDGEMENT

State of California            )  
  )  
County of Alameda            )

On October 26, 2012 before me, Maria del Carmen Salinas, Notary Public, personally appeared Karen Marie Toth, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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



*Maria del Carmen Salinas*  
Signature of Notary Public

---

Description of Attached Document

Title of type of Document:    **Covenant to Restrict Use of Property Environmental  
Restriction-Former UPRR Corridor Site**

Document Date:    **October 26, 2012**

# INDEX

SCALE: 1"=80'

PARCEL 6  
SEE SHEET 1

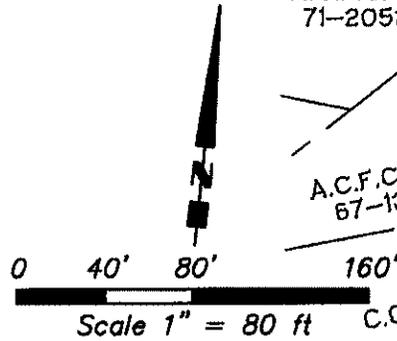
PARCEL 1  
SEE SHEET 1

PARCEL 2  
SEE SHEET 2

PARCEL 3  
SEE SHEET 2

PARCEL 4  
SEE SHEET 2

PARCEL 5  
SEE SHEET 3



## LEGEND



DEED RESTRICTED AREA

A.C.F.C & W.C.D. ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

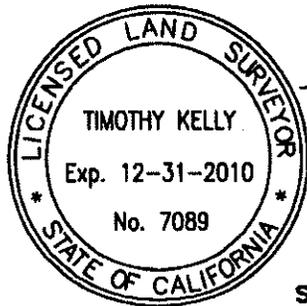
C.C.S.F. CITY COUNTY SAN FRANCISCO

C.O.F. CITY OF FREMONT

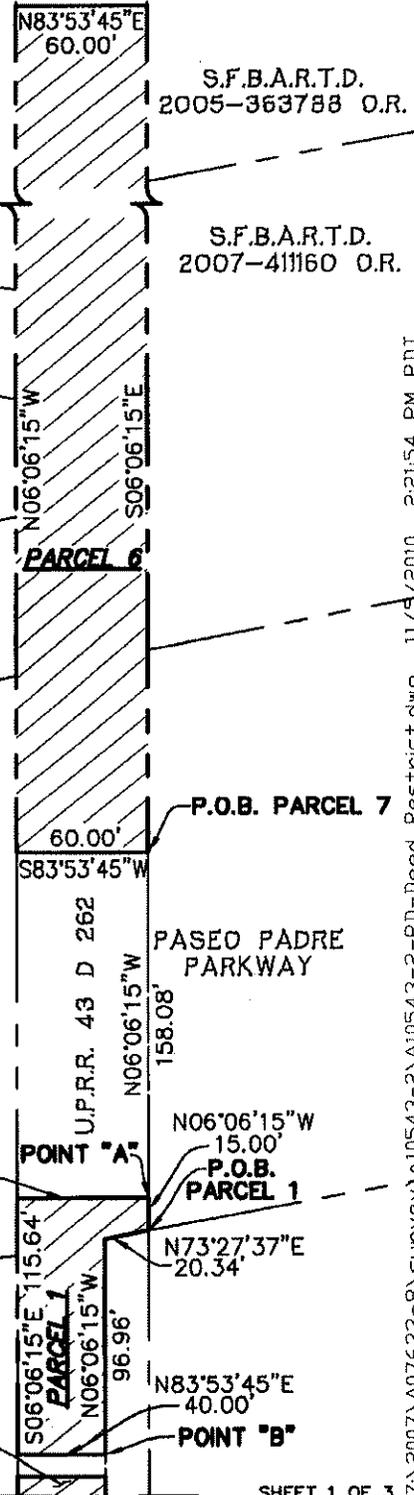
O.R. OFFICIAL RECORD

P.O.B. POINT OF BEGINNING

S.F.B.A.R.T.D. SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT



SEE SHEET 2 LEFT



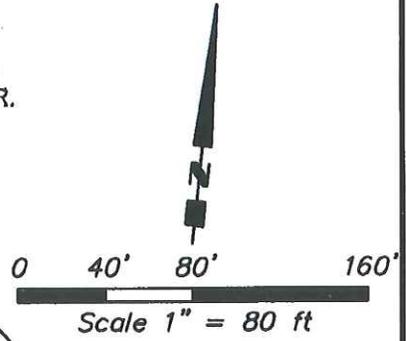
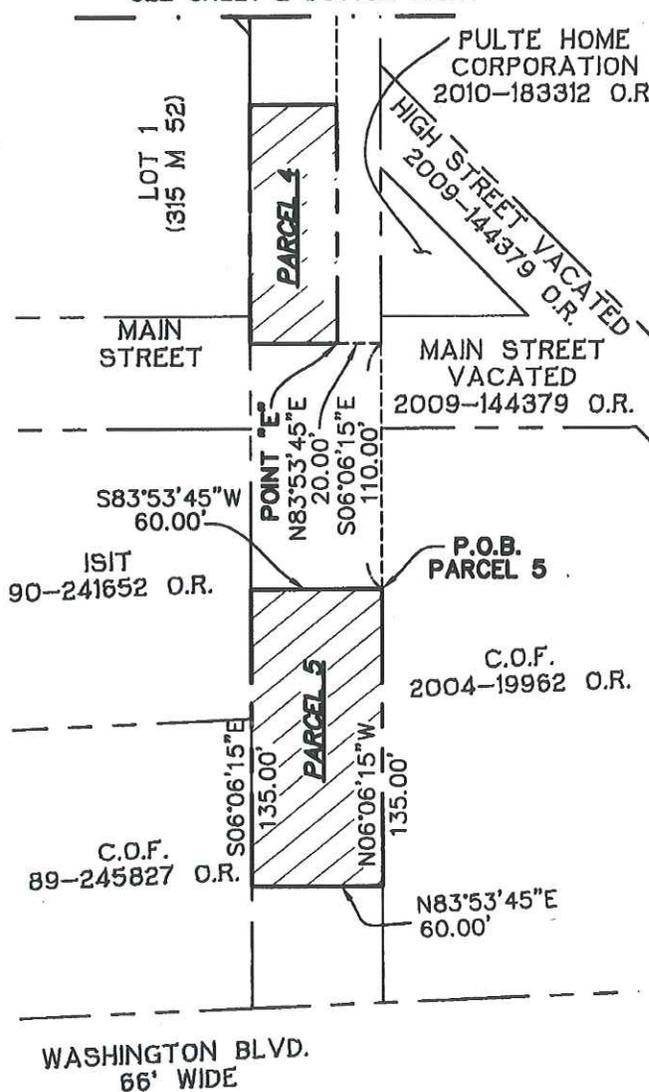
Z:\2007\A07633-8\survey\A10543-2\A10543-2-PD-Deed Restrict.dwg 11/5/2010 2:21:54 PM PDT

SHEET 1 OF 3

OWNER: U.P.R.R. SITE ADDRESS:	<b>EXHIBIT A</b>		
	CITY PROJECT NO. 8156PWC	FILE: A10543-2	DRAWN: MS
APN: NONE DOC: 43 D 462	PARCEL AREA:	<b>DEED RESTRICTION</b>	
	FEE AREA:	SCALE: 1" = 80'	DATE: OCT. 2010
REMAINDER:	KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 2850 Collier Canyon Road Phone (925) 245-8788 Livermore, California 94551 Fax (925) 245-8796		
APPROVED _____ DATE _____	RECOMMENDED _____ DATE _____		



SEE SHEET 2 BOTTOM RIGHT



Z:\2007\A07633-8\survey\A10543-2\A10543-2-PD-Deed Restrict.dwg 11/8/2010 7:06:34 AM PST SHEET 3 OF 3

OWNER: U.P.R.R. SITE ADDRESS:	 <b>EXHIBIT A</b>		
	CITY PROJECT NO. 8156PWC	FILE: A10543-2	CHECKED: TK
APN: NONE DOC: 43 D 462	PARCEL AREA: FEE AREA: REMAINDER:	<b>DEED RESTRICTION</b>	
		SCALE: 1" = 80'	DATE: OCT. 2010
APPROVED _____ DATE _____	RECOMMENDED _____ DATE _____	 <b>KIER &amp; WRIGHT CIVIL ENGINEERS &amp; SURVEYORS, INC.</b> 2850 Collier Canyon Road Phone (925) 245-8788 Livermore, California 94551 Fax (925) 245-8796	

**EXHIBIT "B"**  
**CITY OF FREMONT**  
**CITY PROJECT NO. 8156 (PWC)**  
**WASHINGTON BOULEVARD/PASEO PADRE PARKWAY**  
**GRADE SEPARATION PROJECT**  
**DEPARTMENT OF TOXIC SUBSTANCES CONTROL**  
**DEED RESTRICTION**

REAL PROPERTY SITUATE IN THE CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN RAILROAD RIGHT-OF-WAY DESCRIBED IN THE JUDGEMENT IN FAVOR OF THE WESTERN PACIFIC RAILWAY COMPANY RECORDED SEPTEMBER 7, 1869 IN BOOK 43 OF DEEDS AT PAGE 262 OFFICIAL RECORDS OF ALAMEDA COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1**

BEGINNING AT THE INTERSECTION OF THE NORTHERN LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED FROM WEST COAST VENTURE CAPITAL, LLC TO PULTE HOME CORPORATION ON JULY 1, 2010 AS DOCUMENT NO. 2010-183312 OFFICIAL RECORDS OF ALAMEDA COUNTY WITH THE EASTERN LINE OF SAID RAILROAD RIGHT-OF-WAY (43 D 262);

THENCE ALONG SAID EASTERN LINE NORTH 6° 06' 15" WEST 15.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE LEAVING SAID LINE SOUTH 83° 53' 45" WEST 60.00 FEET TO THE WESTERN LINE OF SAID RAILROAD RIGHT-OF-WAY;

THENCE ALONG SAID LINE SOUTH 6° 06' 15" EAST 115.64 FEET;

THENCE LEAVING SAID LINE NORTH 83° 53' 45" EAST 40.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

THENCE NORTH 6° 06' 15" WEST 96.96 FEET;

THENCE NORTH 73° 27' 47" EAST 20.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,962 SQUARE FEET OF LAND MORE OR LESS.

**PARCEL 2**

COMMENCING AT THE ABOVE REFERENCED POINT "B";

THENCE SOUTH 6° 06' 15" EAST 10.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 83° 53' 45" WEST 40.00 FEET TO SAID WESTERN LINE;

THENCE ALONG SAID LINE SOUTH 6° 06' 15" EAST 1460.00 FEET;

THENCE LEAVING SAID LINE NORTH 83° 53' 45" EAST 40.00 FEET TO A POINT  
HEREINAFTER REFERRED TO AS POINT "C";

THENCE NORTH 6° 06' 15" WEST 1460.00 FEET TO THE POINT OF BEGINNING AND  
CONTAINING 58,400 SQUARE FEET OF LAND MORE OR LESS.

**PARCEL 3**

COMMENCING AT THE ABOVE REFERENCED POINT "C";

THENCE SOUTH 6° 06' 15" EAST 65.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 83° 53' 45" WEST 40.00 FEET TO SAID WESTERN LINE;

THENCE ALONG SAID LINE SOUTH 6° 06' 15" EAST 760.00 FEET;

THENCE LEAVING SAID LINE NORTH 83° 53' 45" EAST 40.00 FEET TO A POINT  
HEREINAFTER REFERRED TO AS POINT "D";

THENCE NORTH 6° 06' 15" WEST 760.00 FEET TO THE POINT OF BEGINNING AND  
CONTAINING 30,400 SQUARE FEET OF LAND MORE OR LESS.

**PARCEL 4**

COMMENCING AT THE ABOVE REFERENCED POINT "D";

THENCE SOUTH 6° 06' 15" EAST 100.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 83° 53' 45" WEST 40.00 FEET TO SAID WESTERN LINE;

THENCE ALONG SAID LINE SOUTH 6° 06' 15" EAST 110.00 FEET;

THENCE LEAVING SAID LINE NORTH 83° 53' 45" EAST 40.00 FEET TO A POINT  
HEREINAFTER REFERRED TO AS POINT "E";

THENCE NORTH 6° 06' 15" WEST 110.00 FEET TO THE POINT OF BEGINNING AND  
CONTAINING 4,400 SQUARE FEET OF LAND MORE OR LESS.

**PARCEL 5**

COMMENCING AT THE ABOVE REFERENCED POINT "E";

THENCE NORTH 83° 53' 45" EAST 20.00 FEET TO SAID EASTERN LINE;

THENCE ALONG SAID LINE SOUTH 6° 06' 15" EAST 110.00 FEET TO THE POINT OF  
BEGINNING;

THENCE LEAVING SAID LINE SOUTH 83° 53' 45" WEST 60.00 FEET TO SAID WESTERN LINE;

THENCE ALONG SAID LINE SOUTH 6° 06' 15" EAST 135.00;

THENCE NORTH 83° 53' 45" EAST 60.00 FEET TO SAID EASTERN LINE;

THENCE ALONG SAID LINE NORTH 6° 06' 15" WEST 135.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8,100 SQUARE FEET OF LAND MORE OR LESS.

**PARCEL 6**

COMMENCING AT THE ABOVE REFERENCED POINT "A";

THENCE ALONG SAID EASTERN LINE NORTH 6° 06' 15" WEST 158.08 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 83° 53' 45" WEST 60.00 FEET TO SAID WESTERN LINE;

THENCE ALONG SAID LINE NORTH 6° 06' 15" WEST 500.00 FEET;

THENCE LEAVING SAID LINE NORTH 83° 53' 45" EAST 60.00 FEET TO SAID EASTERN LINE;

THENCE ALONG SAID LINE SOUTH 6° 06' 15" EAST 500.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 30,000 SQUARE FEET OF LAND MORE OR LESS.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3, (CCS83), and EPOCH 1998.5. DISTANCES ARE GRID DISTANCES, MULTIPLY DISTANCES BY 1.0000611 TO OBTAIN GROUND DISTANCES.

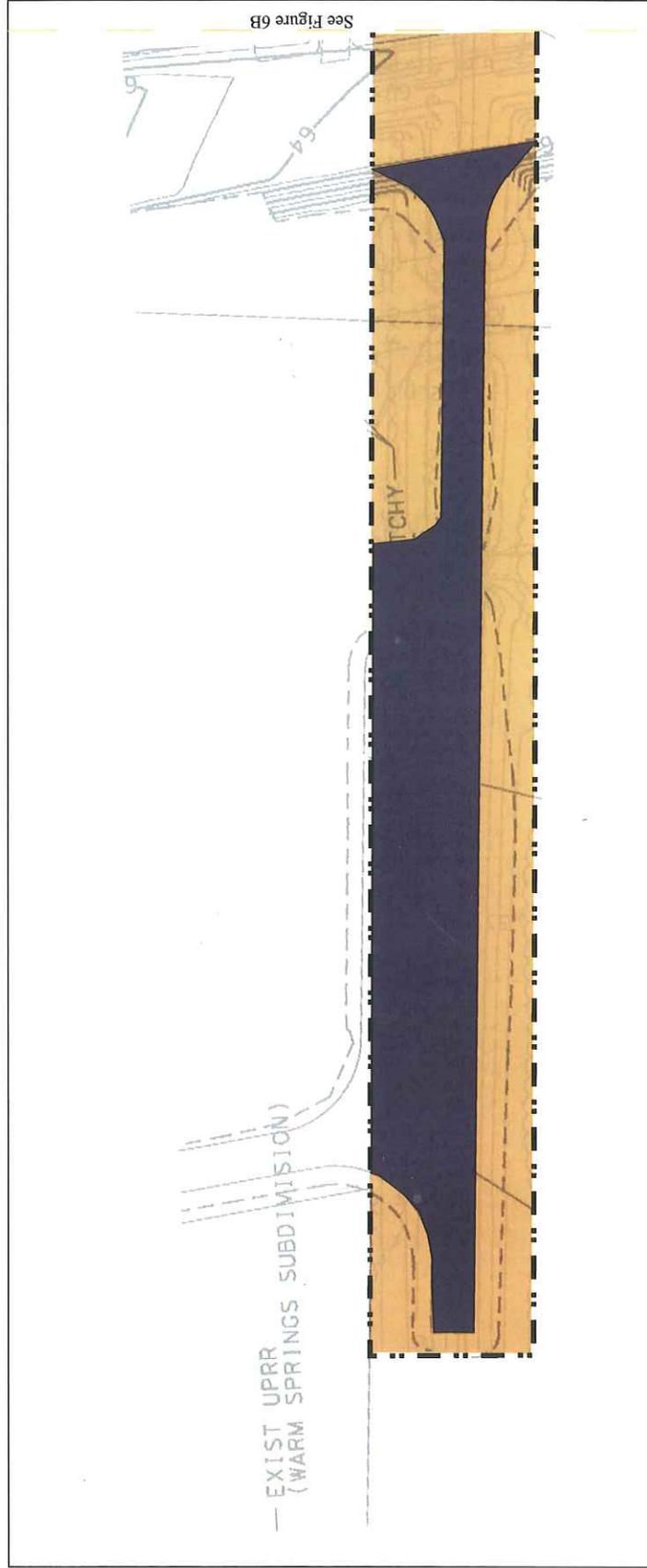
*Timothy Kelly 11/5/2010*

TIMOTHY KELLY L.S. 7089  
LICENSE EXPIRES 12-31-2010



# CAPPED AND CLEAN CORRIDOR AREAS

Figure 6A



**Legend**

- Project Boundary
- Capped Area - Recreational Trail/Emergency Access Road
- Capped Area - Landscape/Drainage Swale

**Notes:**

The Capped Area contains soil with lead, arsenic, and polynuclear aromatic hydrocarbons above Residential CHHSLs or background and was capped with one foot of clean fill and one foot of structural material along the Recreational Trail and two feet of clean fill in the Landscape/Drainage Swale Area.  
 Max. Arsenic = 640 mg/kg Max. Lead = 390 mg/kg Max. Bap-eq = 10 mg/kg

Bap-eq = benzo(a)pyrene equivalent.  
 mg/kg = milligram per kilograms  
 CHHSLs = California Human Health Screening Levels

Source: Washington Group International.

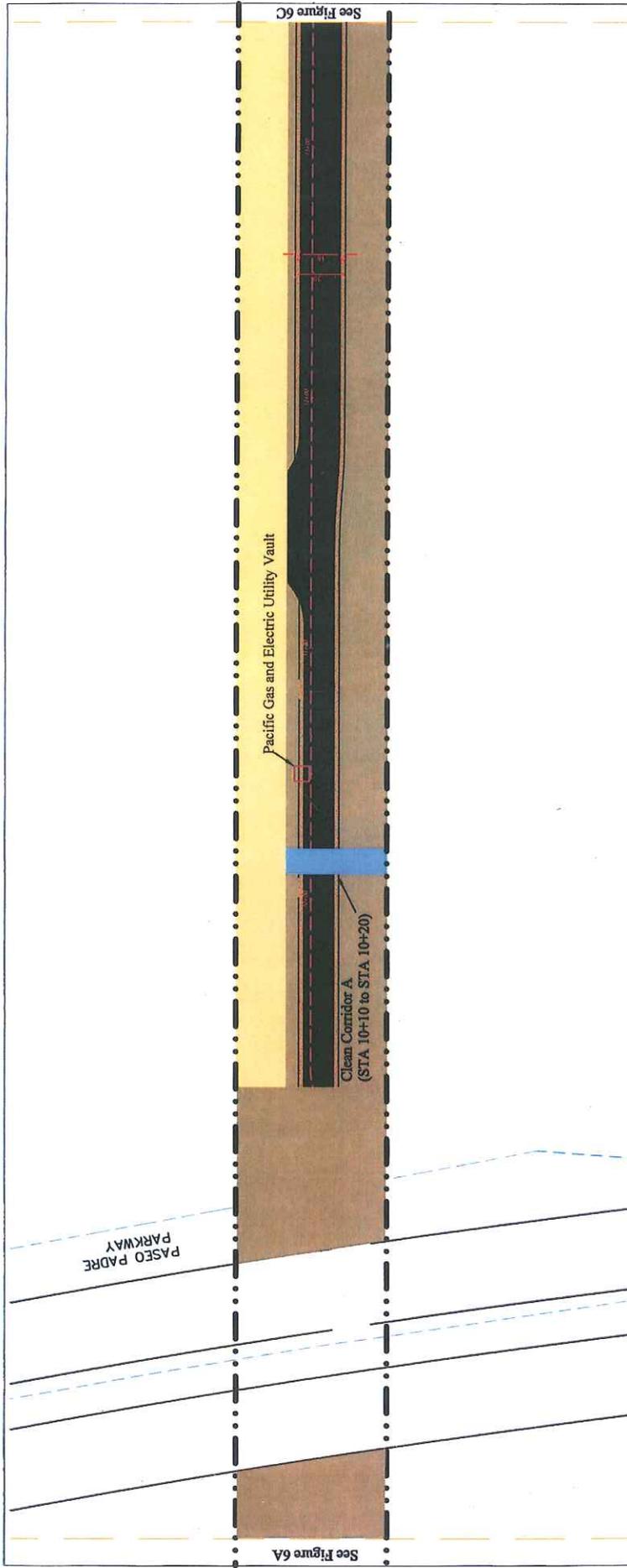
## UPRR Redevelopment Project Fremont, California

Y03095-13.02.01224.cdr Fig6A.fgh.rev1.cdr 06/11/10



# CAPPED AND CLEAN CORRIDOR AREAS

Figure 6B



The Residential Setback lies on the eastern 20 feet of the corridor (from STA 9+25 through STA 35+15). This area was remediated by excavating contaminated soil within the upper two feet and collecting confirmation samples to verify that residual concentrations of contaminants were below Residential CHHSLs or background.

A Clean Corridor is an area outside the Residential Setback that was remediated by excavating at least two feet of soil and collecting confirmation samples to verify that residual concentrations of contaminants were below RWQCB ESLs for Construction/Trench Worker ESLs.

The Capped Area contains soil with lead, arsenic, and polynuclear aromatic hydrocarbons above Residential CHHSLs, background and was capped with one foot of clean fill and one foot of structural material along the Recreational Trail and two feet of clean fill in the Landscape/Drainage Swale Area.

Max. Arsenic = 640 mg/kg Max. Lead = 390 mg/kg Max. Bap-eq = 10 mg/kg

Bap-eq = benzo(a)pyrene equivalent  
mg/kg = milligram per kilogram

**Legend**

- Project Boundary
- Clean Corridor
- Residential Setback (NOT SUBJECT TO SOIL MANAGEMENT PLAN REQUIREMENT)
- Capped Area - Recreational Trail/Emergency Access Road
- Capped Area - Landscape/Drainage Swale
- Residential Trail Shoulder
- Pacific Gas and Electric Line

**Notes:**  
 CHHSLs = California Human Health Screening Level.  
 RWQCB ESLs = San Francisco Bay Regional Water Quality Control Board, Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater, Interim Final, May 2008.

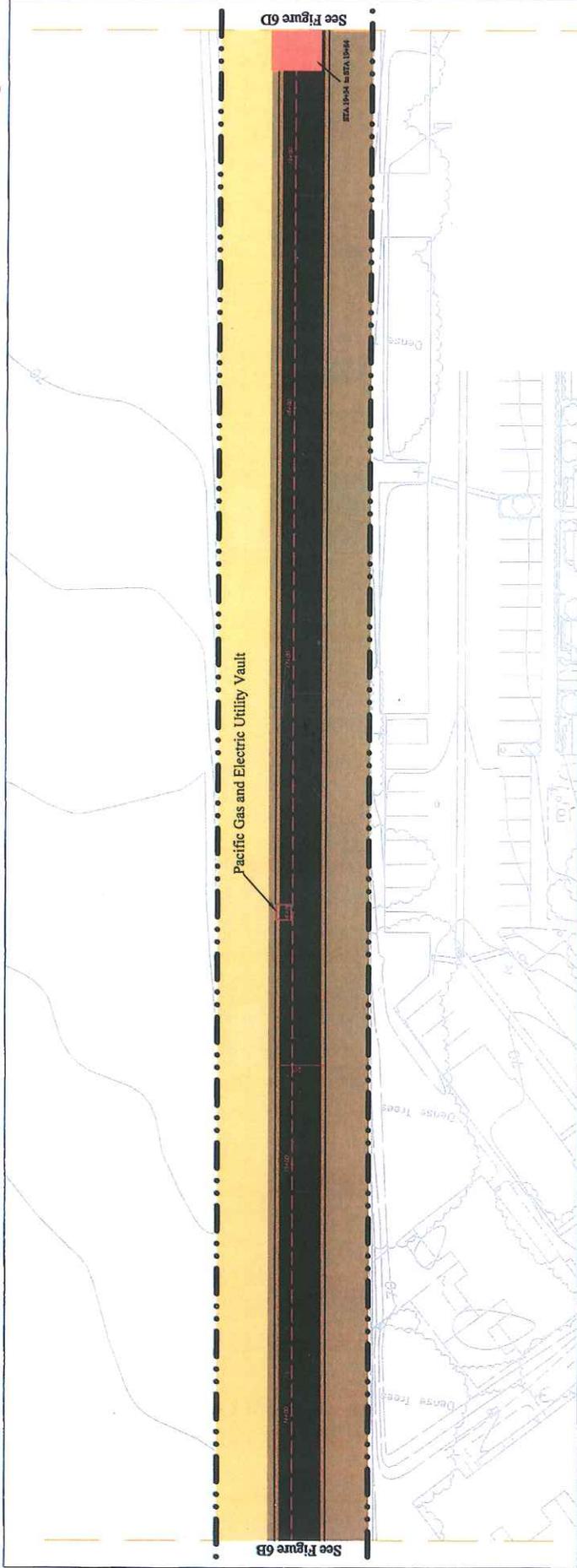
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 Fremont, California**

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# CAPPED AND CLEAN CORRIDOR AREAS

Figure 6C



## Legend

- Project Boundary
- Residential Setback (NOT SUBJECT TO SOIL MANAGEMENT PLAN REQUIREMENT)
- Capped Area - Recreational Trail/Emergency Access Road
- Capped Area - Landscape/Drainage Swale
- Pacific Gas and Electric Line
- Hot Spot Area (left in place).
- Recreational Trail/Shoulder

## Notes:

CHHSLs = California Human Health Screening Level.  
 RWQCB ESLs = San Francisco Bay Regional Water Quality Control Board, *Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater*, Interim Final, May 2008.

A Hot Spot Area is an area that may contain hazardous waste levels of soluble lead or arsenic based on previous investigation results and where soil was left in place.

The Residential Setback lies on the eastern 20 feet of the corridor (from STA 9+25 through STA 35+15). This area was remediated by excavating contaminated soil within the upper two feet and collecting confirmation samples to verify that residual concentrations of contaminants were below Residential CHHSLs or background.

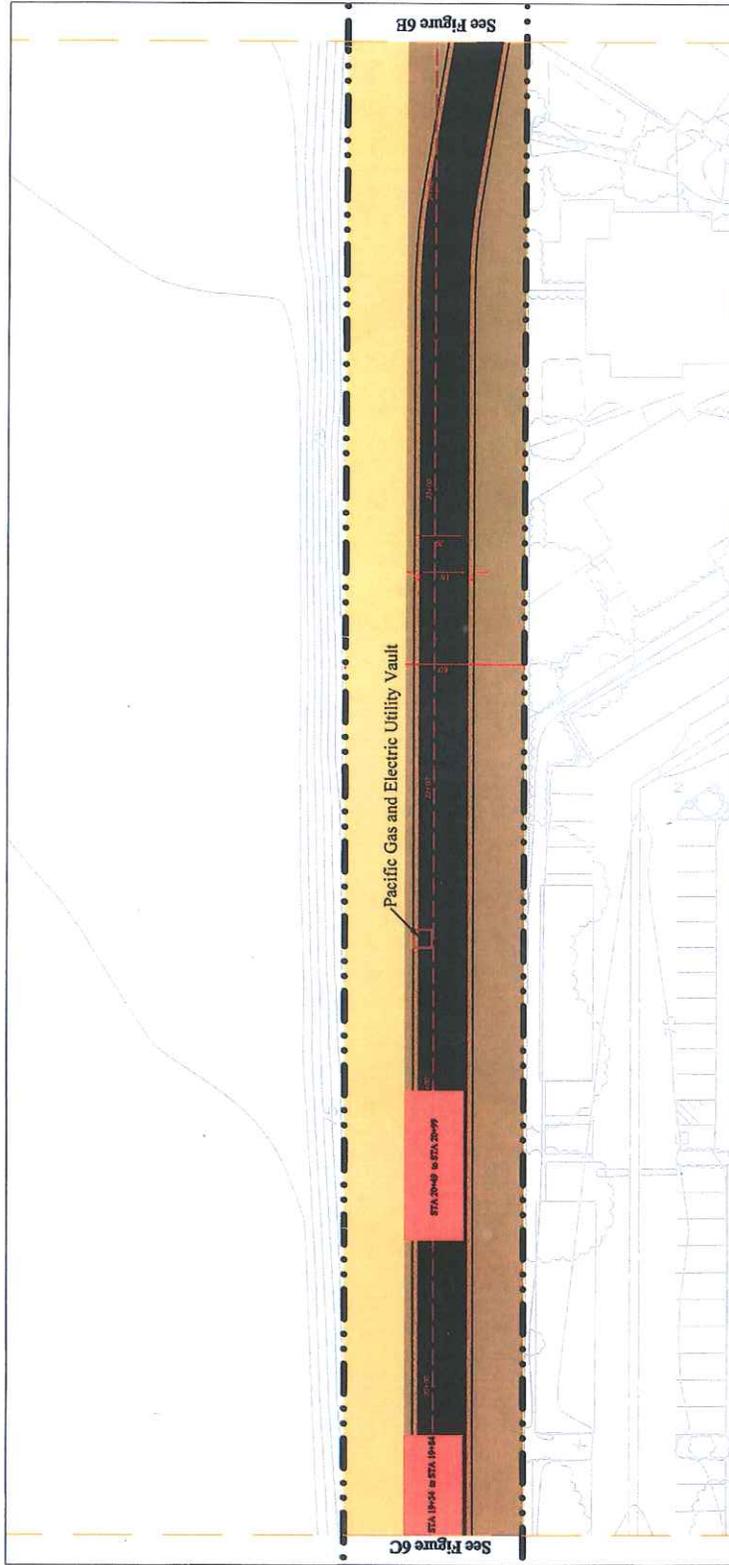
A Clean Corridor is an area outside the Residential Setback that was remediated by excavating at least two feet of soil and collecting confirmation samples to verify that residual concentrations of contaminants were below RWQCB ESLs for Construction/Trench Worker ESLs.

The Capped Area contains soil with lead, arsenic, and polynuclear aromatic hydrocarbons above Residential CHHSLs, background and was capped with one foot of clean fill and one foot of structural material along the Recreational Trail and two feet of clean fill in the Landscape/Drainage Swale Area.  
 Max. Arsenic = 640 mg/kg. Max. Lead = 390 mg/kg. Max. Bap-eq = 10 mg/kg  
 Bap-eq = benzo(a)pyrene equivalent  
 mg/kg = milligram per kilogram



# CAPPED AND CLEAN CORRIDOR AREAS

Figure 6D



**Legend**

- Project Boundary
- Residential Setback (NOT SUBJECT TO SOIL MANAGEMENT PLAN REQUIREMENT)
- Capped Area - Recreational Trail/Emergency Access Road
- Recreational Trail Shoulder

**Hot Spot Area (left in place).**

**Capped Area - Landscape Drainage Swale**

**Pacific Gas and Electric Line**

**Notes:**

CHHSLs = California Human Health Screening Level.  
 RWQCB ESLs = San Francisco Bay Regional Water Quality Control Board, *Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater*, Interim Final, May 2008.

A Hot Spot Area is an area that may contain hazardous waste levels of soluble lead or arsenic based on previous investigation results and where soil was left in place.

The Residential Setback lies on the eastern 20 feet of the corridor (from STA 9+25 through STA 35+15). This area was remediated by excavating contaminated soil within the upper two feet and collecting confirmation samples to verify that residual concentrations of contaminants were below Residential CHHSLs or background.

A Clean Corridor is an area outside the Residential Setback that was remediated by excavating at least two feet of soil and collecting confirmation samples to verify that residual concentrations of contaminants were below RWQCB ESLs for Construction/Trench Worker ESLs.

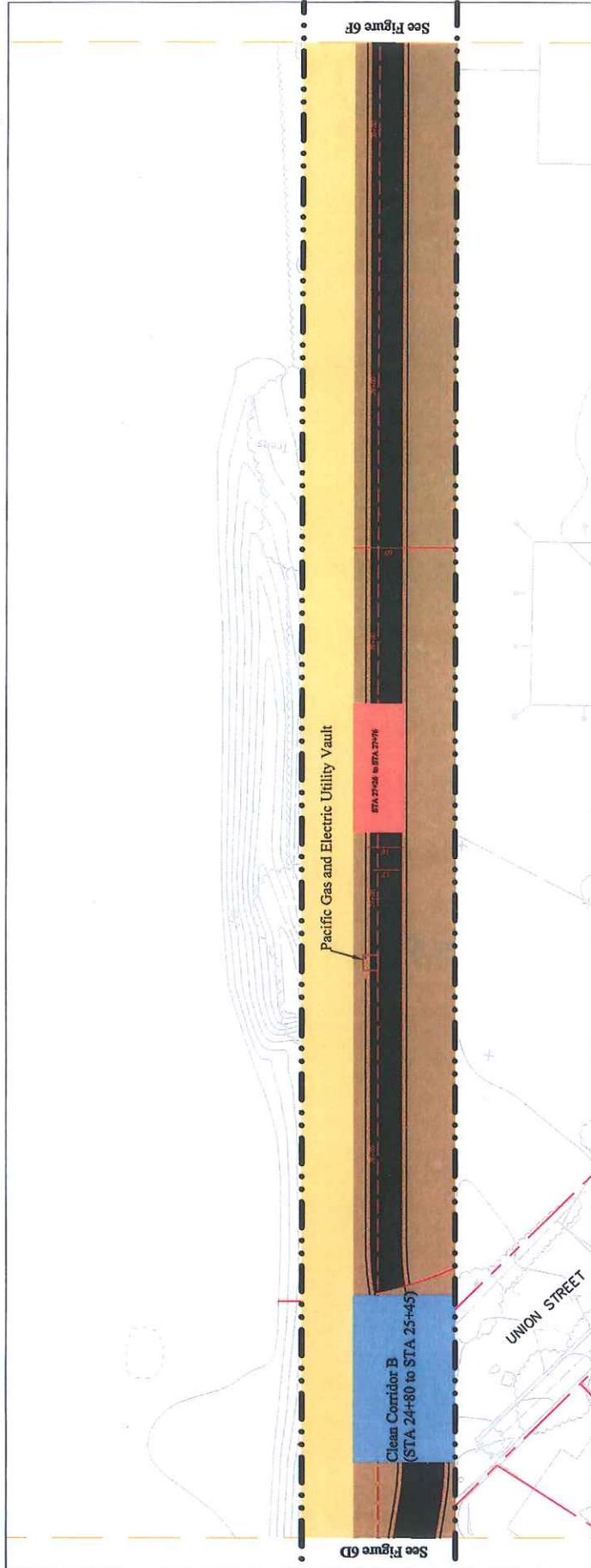
The Capped Area contains soil with lead, arsenic, and polynuclear aromatic hydrocarbons above Residential CHHSLs, background and was capped with one foot of clean fill and one foot of structural material along the Recreational Trail and two feet of clean fill in the Landscape/Drainage Swale Area.

Max. Arsenic = 640 mg/kg Max. Lead = 390 mg/kg Max. Bap-eq = 10 mg/kg  
 Bap-eq = benzo(a)pyrene equivalent  
 mg/kg = milligram per kilogram

40 Feet  
 BASELINE

# CAPPED AND CLEAN CORRIDOR AREAS

Figure 6E



**Legend**

- Project Boundary
- Blue Clean Corridor
- Yellow Residential Setback (NOT SUBJECT TO SOIL MANAGEMENT PLAN REQUIREMENT)
- Black Capped Area - Recreational Trail/Emergency Access Road
- Pink Hot Spot Area (left in place).
- Brown Capped Area - Landscape Drainage Swale
- Dotted Recreational Trail Shoulder
- Dashed Pacific Gas and Electric Line

**Notes:**  
 CHHSLs = California Human Health Screening Level.  
 RWQCB ESLs = San Francisco Bay Regional Water Quality Control Board, *Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater*, Interim Final, May 2008.

A Hot Spot Area is an area that may contain hazardous waste levels of soluble lead or arsenic based on previous investigation results and where soil was left in place.

The Residential Setback lies on the eastern 20 feet of the corridor (from STA 9+25 through STA 35+15). This area was remediated by excavating contaminated soil within the upper two feet and collecting confirmation samples to verify that residual concentrations of contaminants were below Residential CHHSLs or background.

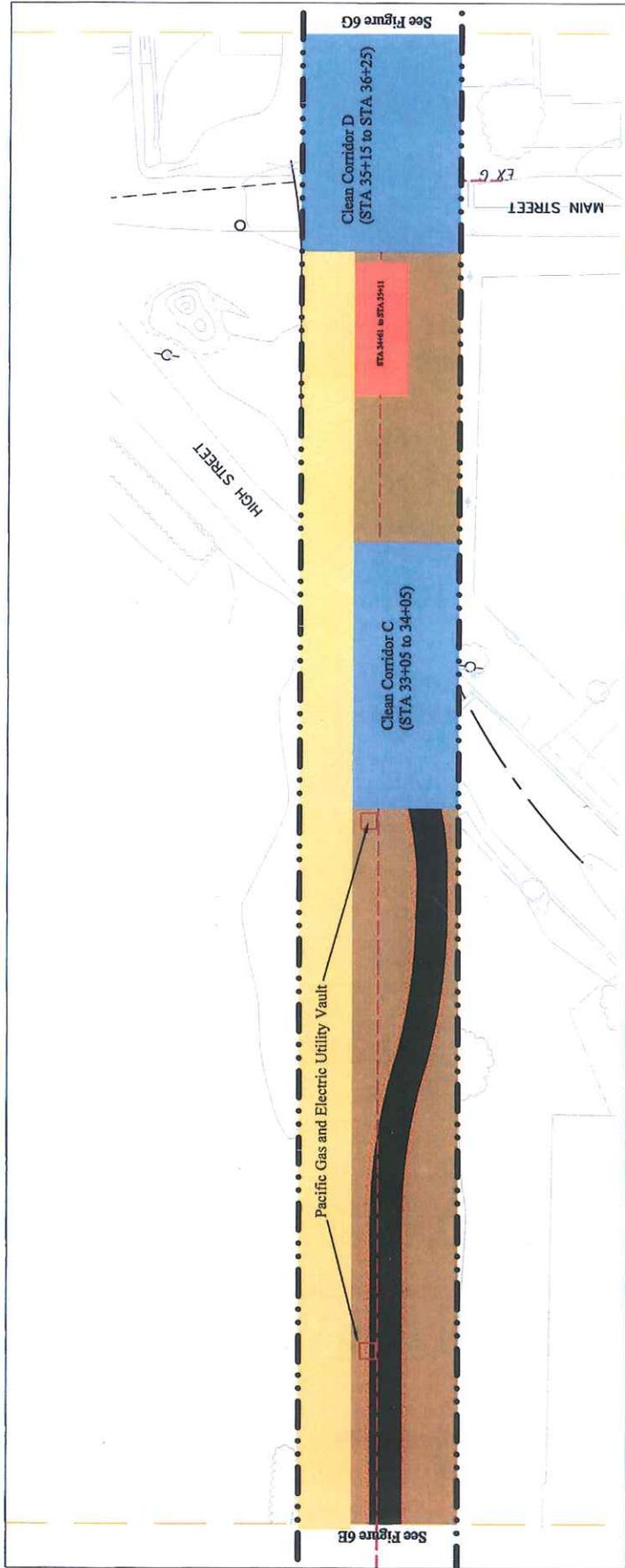
A Clean Corridor is an area outside the Residential Setback that was remediated by excavating at least two feet of soil and collecting confirmation samples to verify that residual concentrations of contaminants were below RWQCB ESLs for Construction/Trench Worker ESLs.

The Capped Area contains soil with lead, arsenic, and polynuclear aromatic hydrocarbons above Residential CHHSLs, background and was capped with one foot of clean fill and one foot of structural material along the Recreational Trail and two feet of clean fill in the Landscape/Drainage Swale Area.  
 Max. Arsenic = 640 mg/kg Max. Lead = 390 mg/kg Max. Bap-eq = 10 mg/kg  
 Bap-eq = benzo(a)pyrene equivalent mg/kg = milligram per kilogram



# CAPPED AND CLEAN CORRIDOR AREAS

Figure 6F



**Legend**

- Project Boundary
- Clean Corridor
- Residential Setback (NOT SUBJECT TO SOIL MANAGEMENT PLAN REQUIREMENT)
- Capped Area - Recreational Trail/Emergency Access Road
- Hot Spot Area (left in place).
- Capped Area - Landscape Drainage Swale
- Recreational Trail Shoulder
- Pacific Gas and Electric Line

**Notes:**

- CHHSLs = California Human Health Screening Level.
- RWQCB ESLs = San Francisco Bay Regional Water Quality Control Board, *Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater*, Interim Final, May 2008.

A Hot Spot Area is an area that may contain hazardous waste levels of soluble lead or arsenic based on previous investigation results and where soil was left in place.

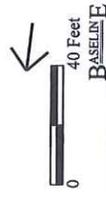
The Residential Setback lies on the eastern 20 feet of the corridor (from STA 9+25 through STA 35+15). This area was remediated by excavating contaminated soil within the upper two feet and collecting confirmation samples to verify that residual concentrations of contaminants were below Residential CHHSLs or background.

A Clean Corridor is an area outside the Residential Setback that was remediated by excavating at least two feet of soil and collecting confirmation samples to verify that residual concentrations of contaminants were below RWQCB ESLs for Construction/Trench Worker ESLs.

The Capped Area contains soil with lead, arsenic, and polynuclear aromatic hydrocarbons above Residential CHHSLs, background and was capped with one foot of clean fill and one foot of structural material along the Recreational Trail and two feet of clean fill in the Landscape/Drainage Swale Area.

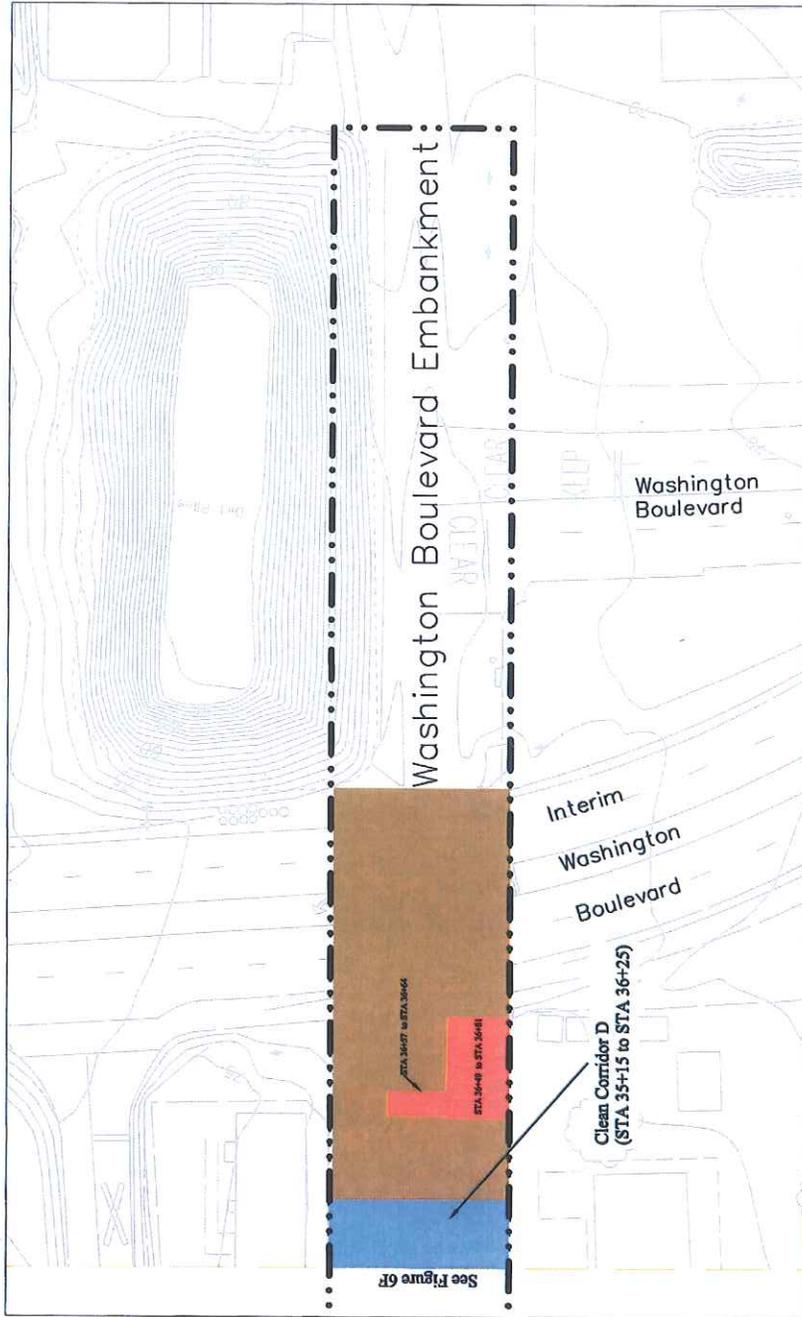
Max. Arsenic = 640 mg/kg. Max. Lead = 390 mg/kg. Max. Bap-eq = 10 mg/kg

Bap-eq = benzo(a)pyrene equivalent  
mg/kg = milligram per kilogram



**CAPPED AND CLEAN CORRIDOR AREAS**

**Figure 6G**



- Legend**
- Project Boundary
  - Clean Corridor
  - Capped Area
  - Hot Spot Area (left in place).

**Notes:**

- CHHSLs = California Human Health Screening Level.
- RWQCB ESLs = San Francisco Bay Regional Water Quality Control Board, *Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater*, Interim Final, May 2008.
- Bap-eq = benzo(a)pyrene equivalent mg/kg = milligram per kilogram

A Hot Spot Area is an area that may contain hazardous waste levels of soluble lead or arsenic based on previous investigation results and where soil was left in place.

A Clean Corridor is an area outside the Residential Seaback that was remediated by excavating at least two feet of soil and collecting confirmation samples to verify that residual concentrations of contaminants were below RWQCB ESLs for Construction/Trench Worker ESLs.

The Capped Area contains soil with lead, arsenic, and polynuclear aromatic hydrocarbons above Residential CHHSLs, background and was capped with one foot of clean fill and one foot of structural material along the Recreational Trail and two feet of clean fill in the Landscape/Drainage Swale Area.

Max. Arsenic = 640 mg/kg Max. Lead = 390 mg/kg Max. Bap-eq = 10 mg/kg

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