

RESOLUTION NO. 2014-20 OB

RESOLUTION OF THE ROCKLIN OVERSIGHT BOARD  
APPROVING AND ADOPTING A REVISION TO THE LONG RANGE PROPERTY  
MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5

The Rocklin Oversight Board resolves as follows:

Section 1. The Rocklin Oversight Board hereby approves and adopts a revision to the Long Range Property Management Plan Pursuant to Health and Safety Code Section 34191.5 in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

PASSED AND ADOPTED this 26<sup>th</sup> day of February, 2014, by the following vote:

AYES: Members: Mitchell, Horst, Holmes, Halldin, Foltz, Lowell, Yuill

NOES: Members: None

ABSENT: Members: None

ABSTAIN: Members: None



---

Jerry Mitchell, Chair

ATTEST:



---

Rhona Wu, Secretary

EXHIBIT A



## **CITY OF ROCKLIN SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY LONG RANGE PROPERTY MANAGEMENT PLAN (Revised 2/26/14)**

### **INTRODUCTION**

On June 27, 2012, Governor Brown signed into law Assembly Bill 1484 (AB 1484), a budget trailer bill that makes substantial changes to the redevelopment agency dissolution process implemented by Assembly Bill 1X 26. One of the key components of AB 1484 is the requirement that all successor agencies develop a Long Range Property Management Plan that governs the disposition and use of the former non-housing redevelopment agency properties. This document is the Long Range Property Management Plan (LRPMP) for the Successor Agency to the former Rocklin Redevelopment Agency.

### **SUCCESSOR AGENCY OWNED PROPERTIES AND DISPOSITION PLANS**

The former Redevelopment Agency acquired properties in an effort to revitalize blighted portions of the City. A total of eleven (11) properties and one (1) building were owned by the Rocklin Redevelopment Agency. Three (3) parcels and one (1) building have previously been approved for transfer to the City of Rocklin for governmental purposes per the Department of Finance. There are eight (8) remaining parcels owned and controlled by the Successor Agency.

Of the eight (8) remaining parcels, the City of Rocklin proposes that seven (7) of the parcels be sold to private interests through the Successor Agency. The City of Rocklin proposes that the remaining parcel is subdivided into three (3) parcels. Two of the parcels are not viable for development purposes. One lot consists of a former granite quarry. A second small lot would be "land-locked" and would not be accessible from any public roadway. It is requested that these two parcels are transferred to the City of Rocklin for governmental purposes. The remaining lot, the largest of the three, is suitable for development and is proposed to be sold for that purpose.

### **DISTRIBUTION OF PROPERTY PROCEEDS**

Pursuant to HSC section 34191.5 (c) (2) (B), if the plan directs the liquidation of the property for any purpose other than to fulfill an enforceable obligation, then proceeds from the sale must be distributed as property tax to the taxing entities. It is the intent of the Successor Agency to sell the property and use the proceeds to fulfill enforceable obligations. Should proceeds exceeds the amount of enforceable obligations, the remaining portion will be distributed as property tax to the taxing entities.

### **REQUEST FOR EXPEDITED REVIEW**

The City of Rocklin and Successor Agency request an expedited review of the Rocklin Long Range Property Management Plan. There is great interest by the development community in the former redevelopment parcels. Letters of Intent to Purchase have been submitted to the City from two different development interests. These Letters of Intent to Purchase include seven of the eight parcels proposed for disposal (two adjacent parcels at the corner of Pacific St. and Rocklin Rd. and five adjacent parcels between Pacific St./Oak St./Pine St./Railroad Ave.) The City anticipates greater interest in the Big Gun Quarry parcel for development should the parcel be subdivided. The Successor Agency intends to sell the parcels as soon as possible so that development of these long-vacant parcels can begin.

## LRPMP REQUIREMENTS & REPORT CONTENT

The following report includes detailed information on each property owned by the Successor Agency as required by Health and Safety Code Section 34191.5 and is organized as follows;

1. Property Summary Table .....Page 3
2. Properties Overview Map .....Page 4
3. Detailed Property Information .....Pages 5-32
4. Appendices Table of Contents .....Pages 33-35
5. Appendices.....Pages 36-559

## SUCCESSOR AGENCY STAFF CONTACTS

City Manager's Office

Rick Horst, City Manager - (916) 625-5570 – [ricky.horst@rocklin.ca.us](mailto:ricky.horst@rocklin.ca.us)

Economic & Community Development Department

Karen Garner, Economic Growth Manager - (916) 625-5595 – [karen.garner@rocklin.ca.us](mailto:karen.garner@rocklin.ca.us)

Finance Department

Mary Rister, Finance Officer - (916) 625-5024 – [mary.rister@rocklin.ca.us](mailto:mary.rister@rocklin.ca.us)

## Key Dates

May 1, 2013 - Notification of Finding of Completion for the City of Rocklin from Department of Finance

May 20, 2013 – Letter from Department of Finance approving transfer of Rocklin Branch Library, Rocklin Historical Museum and Old St. Mary's Chapel to the City of Rocklin for governmental purpose

September 10, 2013 – Rocklin Successor Agency Approval of the Rocklin Long Range Property Management Plan (Appendix 39)

September 27, 2013 – Oversight Board Approval of the Rocklin Long Range Property Management Plan (Appendix 40)

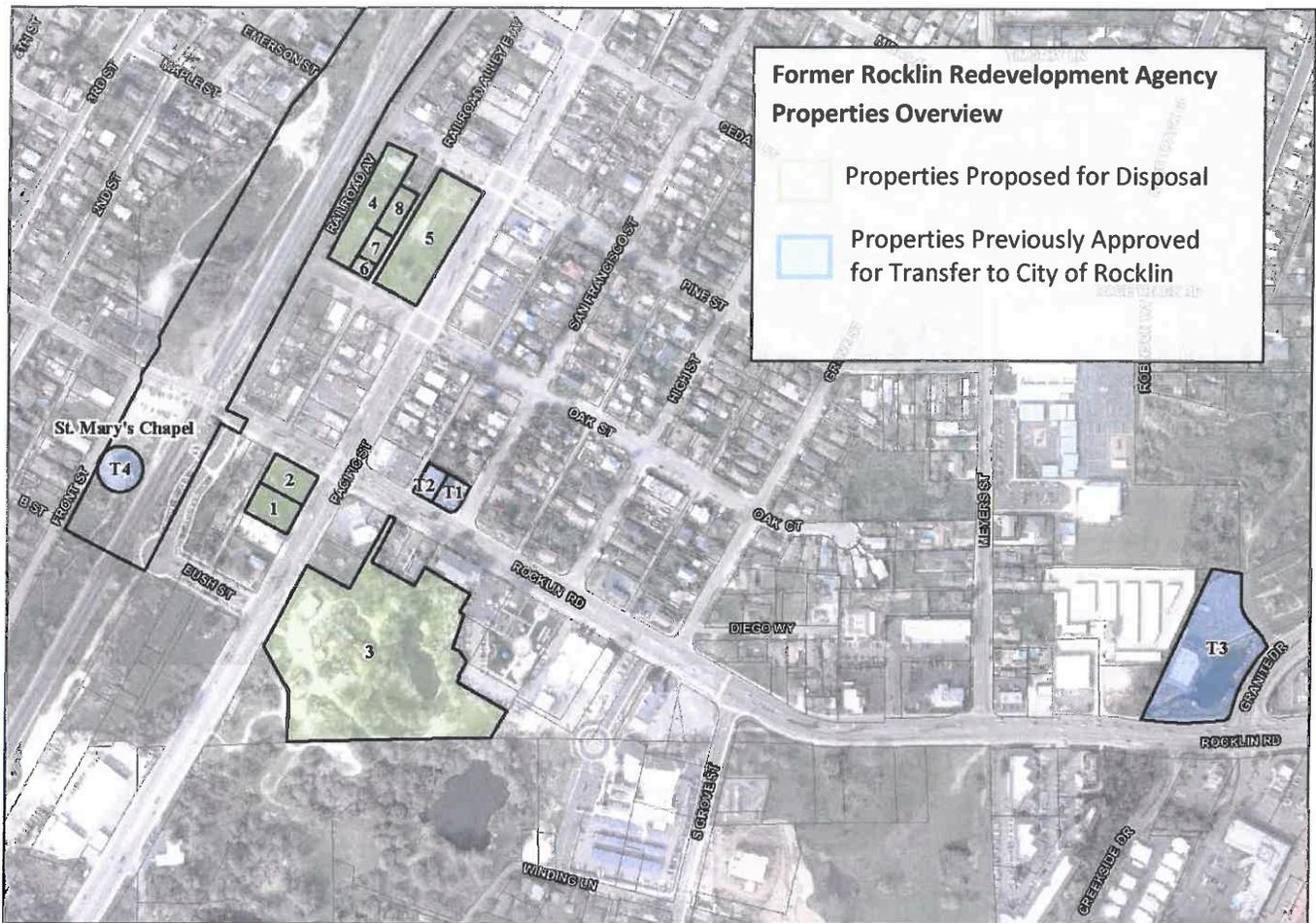
February 26, 2014 – Oversight Board Approval of the Revision to the Rocklin Long Range Property Management Plan (Pending)





# City of Rocklin - Long Range Property Management Plan - Property Summary Table

| Site #   | APN         | Address  | # Acres | Zoning/General Plan Land Use                    | Acquisition Date | Acquisition Price  | Acquisition Purpose   | Current Use   | Broker Opinion of Value         | Tenant                                | Estimated Revenue  | Environ. Concerns              | TOD Potential | Disposal Strategy   |
|--|-------------|--|---------|---|------------------|--|---|---|---------------------------------|---------------------------------------|--|--------------------------------|---------------|---|
| <b>Properties for Review</b>   |             |  |         |   |                  |  |   |   |                                 |                                       |  |                                |               |   |
| 1  | 010-161-015 | Lots 13 & 14 - Block B - Pacific Street, 2nd parcel in at SW Corner of Pacific St & Rocklin Road | 0.34    | C-4/Mixed Use                                   | April 2002       | \$165,000  | To assemble viable site for redevelopment consistent with the adopted Redevelopment Plan. | vacant land   | \$207,350 (Site 1 & 2 combined) | N/A                                   | N/A  | No                             | Yes           | sale of property  |
| 2  | 010-161-016 | Lots 15 & 16 - Block B - 5220 Pacific St, SW Corner of Pacific St & Rocklin Road                 | 0.34    | C-4/Mixed Use                                   | August 2002      | \$180,000  | To assemble viable site for redevelopment consistent with the adopted Redevelopment Plan. | vacant land   | \$207,350 (Site 1 & 2 combined) | N/A                                   | N/A  | No                             | Yes           | sale of property  |
| 3  | 010-170-024 | 5255 Pacific Street  | 7.2     | PD-C-4/Mixed Use                                | December 2010    | \$1,000,000  | To assemble viable site for redevelopment consistent with the adopted Redevelopment Plan. | partially developed   | \$609,840                       | No - structure vacant                 | N/A  | Yes (former quarry)            | Yes           | Subdivide into 3 parcels; transfer 2 parcels to City, 3rd parcel propose sale of property |
| 4  | 010-040-039 | At Railroad Avenue between Oak and Pine Streets  | 0.79    | C-2/Mixed Use                                   | June 2004        | \$80,000   | To assemble viable site for redevelopment consistent with the adopted Redevelopment Plan. | vacant land (residential structure in private ownership, non-RDA, was demolished on site in 2013) | \$324,086 (Sites 4-8 combined)  | N/A                                   | N/A  | Yes (former railroad property) | Yes           | sale of property  |
| 5  | 010-121-001 | West side of Pacific Street between Oak and Pine Streets   | 0.83    | C-4/Mixed Use                                   | March 2003       | \$350,000 (includes 010-121-002; 010-121-004; 010-121-005) | To assemble viable site for redevelopment consistent with the adopted Redevelopment Plan. | vacant land   | \$324,086 (Sites 4-8 combined)  | N/A                                   | N/A  | No                             | Yes           | sale of property  |
| 6  | 010-121-002 | West side of Pacific Street between Oak and Pine Streets   | 0.04    | C-4/Mixed Use                                   | March 2003       | Combined with 010-121-001; 010-121-004; 010-121-005        | To assemble viable site for redevelopment consistent with the adopted Redevelopment Plan. | vacant land   | \$324,086 (Sites 4-8 combined)  | N/A                                   | N/A  | No                             | Yes           | sale of property  |
| 7  | 010-121-004 | West side of Pacific Street between Oak and Pine Streets   | 0.08    | C-4/Mixed Use                                   | March 2003       | Combined with 010-121-001; 010-121-002; 010-121-005        | To assemble viable site for redevelopment consistent with the adopted Redevelopment Plan. | vacant land   | \$324,086 (Sites 4-8 combined)  | N/A                                   | N/A  | No                             | Yes           | sale of property  |
| 8  | 010-121-005 | West side of Pacific Street between Oak and Pine Streets   | 0.12    | C-4/Mixed Use                                   | March 2003       | Combined with 010-121-001; 010-121-002; 010-121-004        | To assemble viable site for redevelopment consistent with the adopted Redevelopment Plan. | vacant land   | \$324,086 (Sites 4-8 combined)  | N/A                                   | N/A  | No                             | Yes           | sale of property  |
| <b>Properties Approved for Transfer to City of Rocklin per Department of Finance</b> |             |  |         |   |                  |  |   |   |                                 |                                       |  |                                |               |   |
| T1   | 010-132-023 | 3895 Rocklin Road  | 0.17    | C-2/Mixed Use                                   | December 2000    | \$142,000 for parcels #010-132-022 & #010-132-023          | Location for museum to be operated by the Rocklin Historical Society.                     | Rocklin History Museum  | N/A                             | Rocklin History Museum                | combined with 010-132-022  | No                             | No            | retention of property for governmental use  |
| T2   | 010-132-022 | 3895 Rocklin Road  | 0.17    | C-2/Mixed Use                                   | December 2000    | combined purchase with 010-132-023                         | Created parking lot for the museum and additional downtown parking.                       | Public parking lot primarily used for Rocklin History Museum                                      | N/A                             | Rocklin History Museum                | \$1/year lease with extensions possible through 2050                                       | No                             | No            | retention of property for governmental use  |
| T3   | 045-101-060 | 4830 Granite Drive   | 2.3     | C-2/Retail Commercial & Recreation Conservation | August 2007      | \$3,705,000  | Provide a location for the County Library - leased to County.                             | Library   | N/A                             | Placer County Library branch          | \$1/yr lease for 10 years with 15 consecutive 5-year options, up to 85 years through 2095. | No                             | No            | retention of property for governmental use  |
| T4   | N/A         | 5251 Front St. (St. Mary's Chapel - structure only)  | N/A     | C-2/Mixed Use                                   | October 2012     | \$250,000  | Purchased to preserve historic building and reuse as rental facility.                     | Event rental facility   | N/A                             | Managed by Rocklin Historical Society | \$1/yr lease with extensions possible through 2042   | No                             | Yes           | retention of property for governmental use  |



| Site # | Parcel #    | Address  | Acres | Zoning/Land Use                        | Current Use  |
|--------|-------------|--|-------|--|--|
| 1      | 010-161-015 | Lots 13 & 14 - Block B - Pacific Street                  | 0.34  | C-4/Mixed Use                          | vacant land  |
| 2      | 010-161-016 | Lots 15 & 16 - Block B - 5220 Pacific St                 | 0.34  | C-4/Mixed Use                          | vacant land  |
| 3      | 010-170-024 | 5255 Pacific Street                                      | 7.2   | PD-C-4/Mixed Use                       | partially developed  |
| 4      | 010-040-039 | At Railroad Avenue between Oak and Pine Streets          | 0.79  | C-2/ Mixed Use                         | vacant land (residential structure demolished in 2013)       |
| 5      | 010-121-001 | West side of Pacific Street between Oak and Pine Streets | 0.83  | C-4/Mixed Use                          | vacant land  |
| 6      | 010-121-002 | West side of Pacific Street between Oak and Pine Streets | 0.04  | C-4/Mixed Use                          | vacant land  |
| 7      | 010-121-004 | West side of Pacific Street between Oak and Pine Streets | 0.08  | C-4/Mixed Use                          | vacant land  |
| 8      | 010-121-005 | West side of Pacific Street between Oak and Pine Streets | 0.12  | C-4/Mixed Use                          | vacant land  |
| T1     | 010-132-023 | 3895 Rocklin Road  | 0.17  | C-2/Mixed Use                          | Rocklin History Museum                                       |
| T2     | 010-132-022 | 3895 Rocklin Road  | 0.17  | C-2/Mixed Use                          | Public parking lot primarily used for Rocklin History Museum |
| T3     | 045-101-060 | 4890 Granite Drive                                       | 2.3   | C-2/Retail Comm. & Recreation Conserv. | Library  |
| T4     | N/A         | 5251 Front St. (St. Mary's Chapel - structure only)      | N/A   | C-2/Mixed Use                          | Event rental facility  |

|                                       |   |
|---------------------------------------|---|
| <b>Site #1</b>                        | <b>Vacant lot near corner of Pacific St. &amp; Rocklin Road</b>   |
| Location:                             | No situs address – described as Lots 13 & 14, Block B, Pacific Street (near SW corner of Pacific St. & Rocklin Rd.) |
| APN:                                  | 010-161-015   |
| Lot Size (acres):                     | 0.34  |
| Building (sq. ft.):                   | N/A – vacant  |
| Zoning:                               | C-4 (limited general retail and service commercial zone)  |
| General Plan:                         | Mixed Use   |
| Date Acquired:                        | April 2002  |
| Acquisition Price:                    | \$165,000   |
| Purpose of Acquisition:               | Acquired to assemble a viable site for redevelopment consistent with the City of Rocklin Redevelopment Plan.        |
| Current Use:                          | Vacant land   |
| Current Value:                        | \$207,350 (Site #1 & #2 combined-See Appendix 41)   |
| Tenant:                               | N/A   |
| Estimated Revenue:                    | N/A   |
| Environmental Issues & Documentation: | Phase I Site Assessment prepared November, 1998 - Raney Geotechnical.   |
| Transit Oriented Development:         | Yes. Located at prominent intersection & near train depot.  |
| History:                              | Prior owner: James Gould, Jr.; No prior development proposals. Purchased by RDA under Resolution 2002-193           |
| Disposal Strategy:                    | Sale of property.   |
| Appendices:                           | 8 & 10; 41  |

|         |  |
|---------|--|
| Site #1 | Vacant lot near corner of Pacific St. & Rocklin Road |
|---------|--|



View of site #1  
from Pacific Street

|                                       |   |
|---------------------------------------|---|
| <b>Site #2</b>                        | <b>Vacant lot at SW corner of Pacific St. &amp; Rocklin Rd.</b>   |
| Location:                             | 5220 Pacific Street   |
| APN:                                  | 010-161-016   |
| Lot Size (acres):                     | 0.34  |
| Building (sq. ft.):                   | N/A – vacant  |
| Zoning:                               | C-4 (limited general retail and service commercial zone)  |
| General Plan:                         | Mixed Use   |
| Date Acquired:                        | August 2002   |
| Acquisition Price:                    | \$180,000   |
| Purpose of Acquisition:               | Acquired to assemble a viable site for redevelopment consistent with the City of Rocklin Redevelopment Plan.                        |
| Current Use:                          | Vacant  |
| Current Value:                        | \$207,350 (Site #1 & #2 combined-See Appendix 41)   |
| Tenant:                               | N/A   |
| Estimated Revenue:                    | N/A   |
| Environmental Issues & Documentation: | Phase I Site Assessment prepared November, 1998 - Raney Geotechnical  |
| Transit Oriented Development:         | Yes. Located at prominent intersection & near train depot.  |
| History:                              | Prior owner: Robert H. Barakat Family Trust; No prior development proposals. This property was purchased under Resolution 2002-205. |
| Disposal Strategy:                    | Sale of property.   |
| Appendices:                           | 9 & 10; 41  |

|         |   |
|---------|---|
| Site #2 | Vacant lot at SW corner of Pacific St. & Rocklin Rd. – 5220 Pacific St. |
|---------|---|



View of site #2 from corner of Pacific Street & Rocklin Road



View of site #2 from Pacific Street

|                                       |  |
|---------------------------------------|--|
| <b>Site #3</b>                        | <b>Big Gun Quarry &amp; Quarry Shed</b>  |
| Location:                             | 5255 Pacific St.   |
| APN:                                  | 010-170-024  |
| Lot Size (acres):                     | 7.2  |
| Building (sq. ft.):                   | 10,745   |
| Zoning:                               | PD-C-4 (limited general retail and service commercial zone)  |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | December 2010  |
| Acquisition Price:                    | \$1,000,000  |
| Purpose of Acquisition:               | Acquired to assemble a viable site for redevelopment consistent with the City of Rocklin Redevelopment Plan.   |
| Current Use:                          | Existing structure is vacant   |
| Current Value:                        | \$609,840 (see Appendix 41)  |
| Tenant:                               | N/A  |
| Estimated Revenue:                    | N/A  |
| Environmental Issues & Documentation: | Yes. Property acquired "AS IS WITH ALL FAULTS" - Purchase Agreement - Section 9A; Quarry Closure CD w/ State Mining and Geology Board \$27,000 as security for reclamation of site.  |
| Transit Oriented Development:         | Yes. Located on major thoroughfare.  |
| History:                              | Prior owner: Sonco, LLC ; No prior development proposals. Historic use as a granite quarry with associated outbuildings from 1864-1977. One granite processing shed & misc. equipment and tools remains. Property purchased under Resolution 2010-406. Listed on the National Register of Historic Places on July 3, 2012.   |
| Disposal Strategy:                    | Subdivide into 3 parcels (see pages 11 & 12); Transfer two parcels (Parcel A-quarry pit & Parcel B-remainder piece) to City; sell Parcel C. Parcel A & B have no commercial value. City requests access to Parcel C prior to sale to remove historic objects related to mining operations, including all or a portion of the shed for future display at a city park, history museum or on other city owned properties. |
| Appendices:                           | 11 – 17; 41  |

Site #3

Big Gun Quarry & Quarry Shed – 5255 Pacific St.



## **Big Gun Quarry – 5255 Pacific St. – Lot Split Request**

### **Summary**

The City of Rocklin requests approval from the State of California, Department of Finance to split a 7.2 acre parcel, APN 010-170-024 (Big Gun Quarry – 5255 Pacific St.), into three lots. The City requests the transfer of Parcels A & B to the City for the purpose of future government use. Parcel A consists of the historic granite quarry. Parcel B is a small “set-aside” parcel that is land-locked by other parcels and the quarry, has no visibility from public roadways and is only accessible through a parking lot. Parcel C, the largest portion of the site, is relatively flat and fronts onto Pacific Street, a major thoroughfare. Parcel C includes the original granite shed. The Rocklin Redevelopment Agency had intended to split the lot in the manner noted above at the time of purchase in 2010. A letter from the City Manager dated November 23, 2010, outlines the intent to split the parcel (Appendix 16). It was intended that Parcel A would be used for the preservation of the historic granite quarry and Parcel B would be used for the preservation of historic artifacts and materials currently located on the property. The City requests access to Parcel C prior to sale to remove historic objects related to mining operations, including all or a portion of the shed for future display at a city park, history museum or on other city owned properties.

### **History**

The Big Gun Quarry, originally known as Capitol Quarry, opened in September 1864, supplying granite for hundreds of projects including California’s Capitol Building. The quarry operated until 2005 when it was the last of Rocklin’s 62 quarries to cease operations. The site includes a 75 foot deep quarry pit, a shed used to cut and process granite, and tools, machinery and equipment used in quarry operations. The site was added to the National Register of Historic Places on July 3, 2012 based on the application submitted by the Rocklin Historical Society (Attachment 17).

### **Planned Use**

This parcel is adjacent to city owned properties including City Hall and Memorial Park. Should the parcel split be approved, the City intends to designate Parcels A & B as public space and integrate it into a larger public area. The quarry and granite mining equipment and artifacts will be used as part of an interpretive history site that will draw residents and visitors to downtown Rocklin. To see the actual quarry pit and equipment used tell a far more powerful story of Rocklin’s heritage than any photos or written history could. Integrating Parcels A & B into a larger public space will also add more value to Parcel C, the parcel proposed for sale, since it would then be adjacent to a desirable public space.

### **Lot Split**

Request to split the existing 7.2 acres parcel into three proposed parcels as noted below.

**Parcel A** – Approximately 2.6 acres. Request transfer to City of Rocklin. The proposed boundaries closely match the edge of the quarry pit. The southern end of the quarry pit is a graded, steep, but accessible slope. The western, northern and eastern sides of the quarry pit have very steep vertical sides. From rim to bottom of the quarry pit is about 75 feet. There is a small pool of water at the bottom of the pit, but a pump has been installed that removes water to prevent the pit from filling up.

**Parcel B** – Approximately 0.6 acres. Request transfer to City of Rocklin. Not accessible from a public road and landlocked by other parcels. Intended to be used as an interpretive site and house granite quarry

artifacts and equipment.

**Parcel C** – Approximately 3.5 acres. Propose sale of property for future development. Relatively flat. Existing historic quarry shed on site as well as numerous tools, equipment and artifacts which have been documented and cataloged by the City.

### Historic Quarry Photos



### Big Gun Quarry Present Day



Big Gun Quarry looking at west wall. Quarry shed in background.



Big Gun Quarry looking south at sloped access.



Big Gun Quarry looking north. City Hall building at northern rim.

# 5255 Pacific Street - Big Gun Mining Proposed Parcel Map



Location Map

5255 Pacific Street - Big Gun Mining  
Proposed Parcel Map



**Contour map.** Please note that the proposed parcel boundary around Parcel A closely follows the perimeter of the quarry. On an aerial such as that on page 13, the south end of the quarry pit looks flat, however, it is a steeply graded entrance access to the bottom of the quarry pit. See photos on page 12.

|                                       |  |
|---------------------------------------|--|
| <b>Site #4</b>                        | <b>Railroad Avenue Frontage between Oak St. &amp; Pine St.</b>   |
| Location:                             | 3720 Pine St.  |
| APN:                                  | 010-040-039  |
| Lot Size (acres):                     | .79  |
| Building (sq. ft.):                   | N/A - Vacant   |
| Zoning:                               | C-4 (limited general retail and service commercial zone)   |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | July 1, 2004   |
| Acquisition Price:                    | \$80,000   |
| Purpose of Acquisition:               | Acquired to assemble a viable site for redevelopment consistent with the City of Rocklin Redevelopment Plan.   |
| Current Use:                          | Vacant   |
| Current Value:                        | \$324,086 (Sites 4-8 combined – see Appendix 41)   |
| Tenant:                               | N/A  |
| Estimated Revenue:                    | N/A  |
| Environmental Issues & Documentation: | Previously owned by Union Pacific Railroad. Quit claimed "AS IS". Portion of parcel leased and occupied with a house under separate ownership. House demolished in March 2013. Separate environmental documentation related to entire parcel (App. 25) and related to house demolition (App. 19-21)  |
| Transit Oriented Development:         | Yes. Adjacent to other developable parcels located along Pacific Street, a major thoroughfare.   |
| History:                              | Previously owned by Union Pacific Railroad. Sold to Redevelopment Agency effective July 1, 2004. This property was purchased under Resolution 2004-246. City took over lease of a portion of the parcel (portion of Lots 1 & 2) by Leonard & Leona Scott Family Trust. Residential structure owned separately by Scott Family Trust was located on leased portion. Residential structure demolished in March 2013 after death of Leona Scott and due to sub-standard condition of the structure. |
| Disposal Strategy:                    | Sale of property.  |
| Appendices:                           | 18 – 22 & 26; 41   |

|         |   |
|---------|---|
| Site #4 | Railroad Avenue Frontage between Oak St. & Pine St. – 3720 Pine St. |
|---------|---|



View of site #4 from corner of Oak Street and Railroad Ave.



View of site #4 from corner of Oak Street and Railroad Ave. looking towards Pine St.



View of site #4 near corner of Pine Street and Railroad Ave. (former home site).

|                                       |  |
|---------------------------------------|--|
| <b>Site #5</b>                        | <b>West side of Pacific Street between Oak and Pine Streets</b>  |
| Location:                             | No situs address   |
| APN:                                  | 010-121-001  |
| Lot Size (acres):                     | .83  |
| Building (sq. ft.):                   | N/A - Vacant   |
| Zoning:                               | C-4 (limited general retail and service commercial zone)   |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | March 2003 - (purchase included 4 parcels: 010-121-001; 010-121-002; 010-121-004 & 010-121-005)  |
| Acquisition Price:                    | \$350,000 (four parcels)   |
| Purpose of Acquisition:               | Acquired to assemble a viable site for redevelopment consistent with the City of Rocklin Redevelopment Plan.   |
| Current Use:                          | Vacant   |
| Current Value:                        | \$324,086 (Sites 4-8 combined – see Appendix 41)   |
| Tenant:                               | N/A  |
| Estimated Revenue:                    | N/A  |
| Environmental Issues & Documentation: | Phase I Site Assessment & soil samples - November, 2002 - Engeo Inc  |
| Transit Oriented Development:         | Yes. Located adjacent to major thoroughfare, Pacific St.   |
| History:                              | Prior owner: John Vivilaqua. Site was site of old Rocklin School. Steps and foundation still exist on site. Purchased under Resolutions 2002-207, 2002-213 & 2003-214. |
| Disposal Strategy:                    | Sale of property. Request access to site prior to sale to remove granite blocks and cornerstone from original school building.   |
| Appendices:                           | 23 – 26; 41  |

|         |  |
|---------|--|
| Site #5 | West side of Pacific Street between Oak and Pine Streets |
|---------|--|



View of site #5 from corner of Pacific Street and Oak Street.



View of site #5 from corner of Pacific Street and Pine Street.



Remnants of steps from Rocklin's first school house and granite block foundation.

|                                       |  |
|---------------------------------------|--|
| <b>Site #6</b>                        | <b>West side of Pacific Street between Oak and Pine Streets</b>  |
| Location:                             | No situs address   |
| APN:                                  | 010-121-002  |
| Lot Size (acres):                     | 0.04   |
| Building (sq. ft.):                   | N/A - vacant   |
| Zoning:                               | C-4 (limited general retail and service commercial zone)   |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | March 2003 - (purchase included 4 parcels: 010-121-001; 010-121-002; 010-121-004 & 010-121-005)  |
| Acquisition Price:                    | See Site #5  |
| Purpose of Acquisition:               | Acquired to assemble a viable site for redevelopment consistent with the City of Rocklin Redevelopment Plan.   |
| Current Use:                          | Vacant   |
| Current Value:                        | \$324,086 (Sites 4-8 combined – see Appendix 41)   |
| Tenant:                               | N/A  |
| Estimated Revenue:                    | N/A  |
| Environmental Issues & Documentation: | Phase I Site Assessment & soil samples - November, 2002 - Engeo Inc  |
| Transit Oriented Development :        | Yes. Located adjacent to major thoroughfare, Pacific St.   |
| History:                              | Prior owner: John Vivilaqua. Site was site of old Rocklin School. Steps and foundation still exist on site. Property was purchased under Resolutions 2002-207, 2002-213 & 2003-214 |
| Disposal Strategy:                    | Sale of property.  |
| Appendices:                           | 23 – 26; 41  |

Site #6

West side of Pacific Street between Oak and Pine Streets



View of unimproved alley from Oak Street.  
Sites #6, #7 & #8 are to the left of alley.

|                                       |  |
|---------------------------------------|--|
| <b>Site #7</b>                        | <b>West side of Pacific Street between Oak and Pine Streets</b>  |
| Location:                             | No situs address   |
| APN:                                  | 010-121-004  |
| Lot Size (acres):                     | 0.08   |
| Building (sq. ft.):                   | See Site #5  |
| Zoning:                               | C-4 (limited general retail and service commercial zone)   |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | March 2003 - (purchase included 4 parcels: 010-121-001; 010-121-002; 010-121-004 & 010-121-005)  |
| Acquisition Price:                    | Part of 010-121-002  |
| Purpose of Acquisition:               | Acquired to assemble a viable site for redevelopment consistent with the City of Rocklin Redevelopment Plan.   |
| Current Use:                          | Vacant   |
| Current Value:                        | \$324,086 (Sites 4-8 combined – see Appendix 41)   |
| Tenant:                               | N/A  |
| Estimated Revenue:                    | N/A  |
| Environmental Issues & Documentation: | Phase I Site Assessment & soil samples - November, 2002 - Engeo Inc  |
| Transit Oriented Development:         | Yes. Located adjacent to major thoroughfare, Pacific St.   |
| History:                              | Prior owner: John Vivilaqua. Site was site of old Rocklin School. Steps and foundation still exist on site. Property was purchased under Resolutions 2002-207, 2002-213 & 2003-214 |
| Disposal Strategy:                    | Sale of property.  |
| Appendices:                           | 23 – 26; 41  |

Site #7

West side of Pacific Street between Oak and Pine Streets



View of unimproved alley from Oak Street. Sites #6, #7 & #8 are to the left of alley.

|                                       |  |
|---------------------------------------|--|
| <b>Site #8</b>                        | <b>West side of Pacific Street between Oak and Pine Streets</b>  |
| Location:                             | No situs address   |
| APN:                                  | 010-121-005  |
| Lot Size (acres):                     | 0.12   |
| Building (sq. ft.):                   | N/A  |
| Zoning:                               | C-4 (limited general retail and service commercial zone)   |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | March 2003 (purchase included 4 parcels: 010-121-001; 010-121-002; 010-121-004 & 010-121-005)  |
| Acquisition Price:                    | See Site #5  |
| Purpose of Acquisition:               | Acquired to assemble a viable site for redevelopment consistent with the City of Rocklin Redevelopment Plan.   |
| Current Use:                          | Vacant   |
| Current Value:                        | \$324,086 (Sites 4-8 combined – see Appendix 41)   |
| Tenant:                               | N/A  |
| Estimated Revenue:                    | N/A  |
| Environmental Issues & Documentation: | Phase I Site Assessment & soil samples - November, 2002 - Engeo Inc  |
| Transit Oriented Development:         | Yes. Located adjacent to major thoroughfare, Pacific St.   |
| History:                              | Prior owner: John Vivilaqua. Site was site of old Rocklin School. Steps and foundation still exist on site. Property was purchased under Resolutions 2002-207, 2002-213 & 2003-214 |
| Disposal Strategy:                    | Sale of property.  |
| Appendices:                           | 23 – 26; 41  |

Site #8

West side of Pacific Street between Oak and Pine Streets



View of unimproved alley from Oak Street. Sites #6, #7 & #8 are to the left of alley.

## Properties Previously Approved for Transfer to the City of Rocklin

|                                       |   |
|---------------------------------------|---|
| <b>Site #T1</b>                       | <b>Rocklin History Museum<br/>Approved for Transfer to City of Rocklin per Department of Finance</b>  |
| Location:                             | 3895 Rocklin Rd.  |
| APN:                                  | 010-132-023   |
| Lot Size (acres):                     | .17   |
| Building (sq. ft.):                   | 1,174   |
| Zoning:                               | C-2   |
| General Plan Land Use:                | Mixed Use   |
| Date Acquired:                        | December 2000 (purchase included 010-132-023 & 010-132-022)   |
| Acquisition Price:                    | \$142,000 (two parcels)   |
| Purpose of Acquisition:               | Location for museum to be operated by the Rocklin Historical Society.   |
| Current Use:                          | Agency entered into lease with Rocklin Historical Society for the existing structure & immediately adjacent parking. Term of lease was 5 years commencing on 4/1/2001 and ending on 3/31/2006 with automatic renewal extensions for two-year periods, up to a total cumulative term of 49 years (to March 31, 2050). Lease payment of \$1.00 per year payable upon commencement of lease and on each anniversary during the term. |
| Current Value:                        | \$120,519 (current Placer County Assessed Value)  |
| Tenant:                               | Rocklin History Museum operated by the Rocklin Historical Society   |
| Estimated Revenue:                    | \$1/year lease with extensions possible through 2050  |
| Environmental Issues & Documentation: | Per Purchase & Sale Agreement (Exhibit A to Reso 2000-169): Property is free from hazardous substances; no buried or partially buried storage tanks located on site; no toxic or hazardous chemicals, waste or substances have ever been spilled/discharged or stored on the property.  |
| Transit Oriented Development:         | No  |
| History:                              | Previous Owner: Frank Moon Family Trust. Built circa 1905 by Dr. Henry Fletcher. Rocklin Historical Society restored building in 2002 for use as public museum. Building purchased under Resolutions 2000-169, 2000-375. Current lease agreement with Rocklin Historical Society per Resolution 2001-177.   |
| Disposal Strategy:                    | Approved for Transfer to City of Rocklin per Department of Finance per letter dated   |
| Appendices:                           | 27 – 30   |

Site #T1

Rocklin History Museum – 3895 Rocklin Rd.  
Approved for Transfer to City of Rocklin per Department of Finance



Rocklin History Museum

|                                       |  |
|---------------------------------------|--|
| <b>Site #T2</b>                       | <b>Rocklin History Museum<br/>Approved for Transfer to City of Rocklin per Department of Finance</b>   |
| Location:                             | 3895 Rocklin Rd.   |
| APN:                                  | 010-132-022  |
| Lot Size (acres):                     | 0.17   |
| Building (sq. ft.):                   | N/A – improved parking lot   |
| Zoning:                               | C-2  |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | December 2000 (purchase included 010-132-023 & 010-132-022)  |
| Acquisition Price:                    | See # T1 above   |
| Purpose of Acquisition:               | Location for museum to be operated by the Rocklin Historical Society.  |
| Current Use:                          | Agency entered into lease with Rocklin Historical Society for the existing structure & immediately adjacent parking. Terms of lease was 5 years commencing on 4/1/2001 and ending on 3/31/2006 with automatic renewal extensions for two-year periods, up to a total cumulative term of 49 years (to March 31, 2050). Lease payment of \$1.00 per year payable upon commencement of lease and on each anniversary during the term. |
| Current Value:                        | N/A  |
| Tenant:                               | See # T1 above   |
| Estimated Revenue:                    | See# T1 above  |
| Environmental Issues & Documentation: | Per Purchase & Sale Agreement (Exhibit A to Reso 2000-169): Property is free from hazardous substances; no buried or partially buried storage tanks located on site; no toxic or hazardous chemicals, waste or substances have ever been spilled/discharged or stored on the property.   |
| Transit Oriented Development:         | No   |
| History:                              | Previous Owner: Frank Moon Family Trust. Public parking lot constructed in 2002 to provide free parking to Rocklin History Museum and other nearby businesses. Purchased under Resolutions 2000-169, 2000-375. Current lease agreement with Rocklin Historical Society per Resolution 2001-177.  |
| Disposal Strategy:                    | Approved for Transfer to City of Rocklin per Department of Finance per letter dated  |
| Appendices:                           | 27 – 30  |

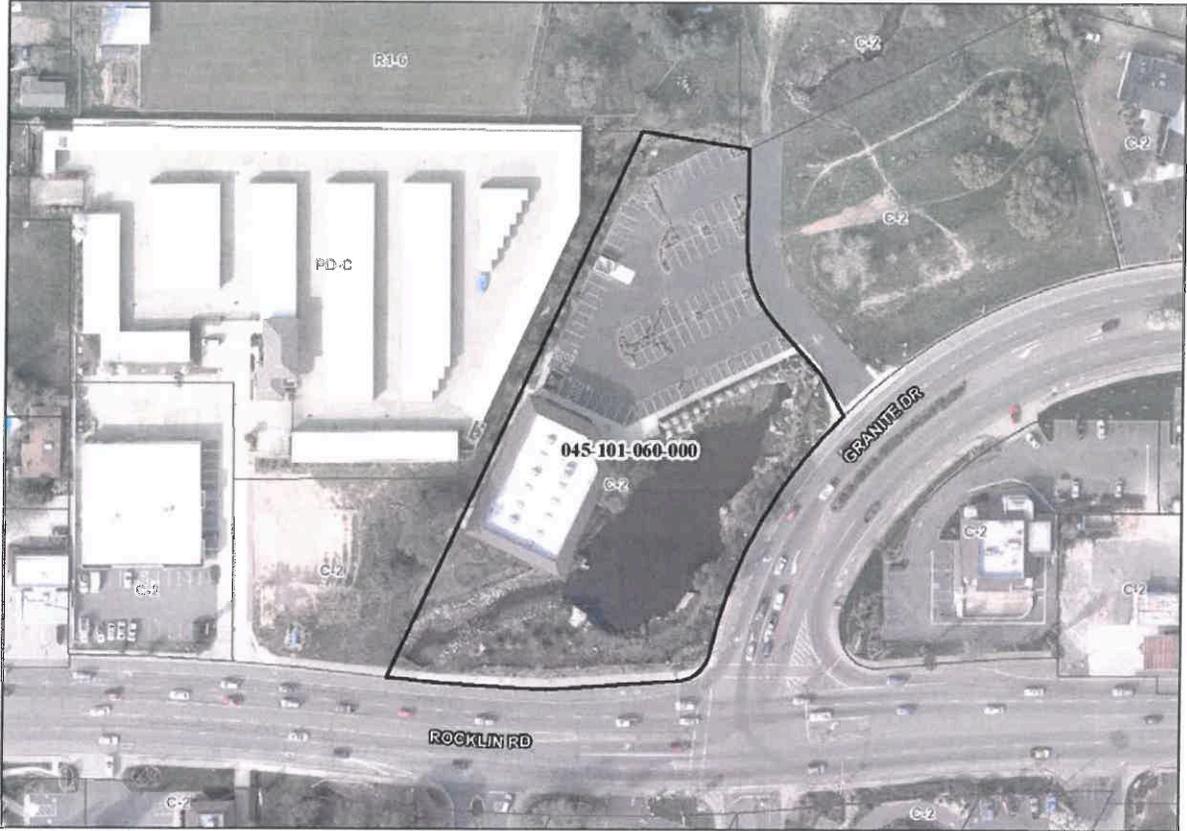
Site #T2

Rocklin History Museum – 3895 Rocklin Rd.  
Approved for Transfer to City of Rocklin per Department of Finance



|                                       |  |
|---------------------------------------|--|
| <b>Site #T3</b>                       | <b>Placer County Library – Rocklin Branch<br/>Approved for Transfer to City of Rocklin per Department of Finance</b>   |
| Location:                             | 4890 Granite Drive   |
| APN:                                  | 045-101-060  |
| Lot Size (acres):                     | 2.3  |
| Building (sq. ft.):                   | 16,600   |
| Zoning:                               | C-2  |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | August 2007  |
| Acquisition Price:                    | \$3,705,000  |
| Purpose of Acquisition:               | Purchased by Agency to provide a location for the Rocklin branch of the Placer County Library.   |
| Current Use:                          | Agency entered into lease with Placer County for purpose of housing a branch library. Lease commenced in 2010. Terms of lease are \$1.00/year for 10 years with 15 consecutive 5-year options, up to 85 years total (through 2095). Lease includes a term in the agreement that the City will provide \$3,500,000 towards a future library facility to replace the Granite Drive facility if ever built. |
| Current Value:                        | N/A  |
| Tenant:                               | Placer County Library  |
| Estimated Revenue:                    | \$1/year for 10 years with 15 consecutive 5-year options, up to 85 years (through 2095)  |
| Environmental Issues & Documentation: | Seller to Agency provided statement regarding no knowledge of any production, storage, or disposal of hazardous materials on the developable site. Site includes water-filled quarry incorporated as part of landscape.  |
| Transit Oriented Development:         | No   |
| History:                              | Previous Owner: WMJ Enterprises, Inc. Developed as an office building in 2004. Purchased by Agency in 2007 for purpose of Placer County Library branch site. Still operating as only library facility in Rocklin. Purchased under Resolution 2007-327. Current lease with Placer County per Resolution 2010-390.   |
| Disposal Strategy:                    | Approved for Transfer to City of Rocklin per Department of Finance per letter dated  |
| Appendices:                           | 31 – 35  |

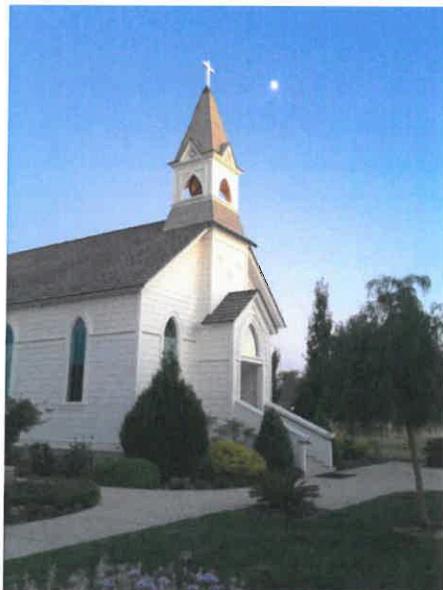
|                        |  |
|------------------------|--|
| <p><b>Site #T3</b></p> | <p><b>Placer County Library – Rocklin Branch – 4890 Granite Dr.<br/>Approved for Transfer to City of Rocklin per Department of Finance</b></p> |
|------------------------|--|



**Placer County Library  
Rocklin Branch**

|                                       |  |
|---------------------------------------|--|
| <b>Site #T4</b>                       | <b>St. Mary's Chapel – structure only, no land. Land underneath owned by Union Pacific Railroad and leased to City of Rocklin. Approved for Transfer to City of Rocklin per Department of Finance</b>  |
| Location:                             | 5251 Front Street  |
| APN:                                  | N/A  |
| Lot Size (acres):                     | N/A  |
| Building (sq. ft.):                   | 1,650  |
| Zoning:                               | C-2  |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | October 11, 2012   |
| Acquisition Price:                    | \$250,000  |
| Purpose of Acquisition:               | Preserve historic church building (built in 1883)  |
| Current Use:                          | Event rental facility  |
| Current Value:                        | N/A  |
| Tenant:                               | Event rental facility (managed by Rocklin Historical Society)  |
| Estimated Revenue:                    | Facility leased to the Rocklin Historical Society for \$1/year. Term of this Lease is ten (10) years, commencing on February 1, 2009. The term of the lease shall be automatically extended for one or more periods of five (5) years per extension, up to a total cumulative term of 30 years.  |
| Environmental Issues & Documentation: | N/A  |
| Transit Oriented Development:         | N/A  |
| History:                              | St. Mary's Chapel was built in 1883 as St. Mary's of the Assumption Catholic Church. Slated for demolition in 2004, The Rocklin Historical Society took possession in 2005 and moved it down Front Street to its current location. The structure was completely refurbished through the work of community volunteers. The Agency purchased the chapel from the Rocklin Historical Society in October, 2012 for \$250,000 and leases the building back to the Historical Society for \$1 per year. The chapel is rented out for weddings and other gatherings. The chapel is located on property owned by Union Pacific Railroad and leased to the City of Rocklin. |
| Disposal Strategy:                    | Approved for Transfer to City of Rocklin per Department of Finance per letter dated  |
| Appendices:                           | 36 – 38  |

|                 |   |
|-----------------|---|
| <p>Site #T4</p> | <p><b>St. Mary's Chapel – 5251 Front St.</b><br/> <b>Structure only, no land. Land underneath owned by Union Pacific Railroad and leased to City of Rocklin.</b><br/> <b>Approved for Transfer to City of Rocklin per Department of Finance</b></p> |
|-----------------|---|



**Old St. Mary's Chapel**

## APPENDICES

### City of Rocklin – Long Range Property Management Plan

| Appendix No. | Document/Item  | # Pages | Applicable to Site # (s) |
|--------------|--|---------|--------------------------|
| 1            | Letter from Department of Finance, May 1, 2013, Notification of Finding of Completion for the City of Rocklin  | 1       | All                      |
| 2            | Ordinance 549 - Approving and Adopting the Redevelopment Plan for the Rocklin Redevelopment Project  | 14      | All                      |
| 3            | Ordinance 695 – Establishing and Amending Certain Limitations with Respect to the Redevelopment Plan for the Rocklin Redevelopment Project (First Amendment)   | 2       | All                      |
| 4            | Ordinance 753 – Approving and Adopting the Rocklin Redevelopment Plan Amendment (Second Amendment)   | 10      | All                      |
| 5            | Ordinance 800 – Amending Certain Limitations with Respect to the Redevelopment Plans for the Rocklin Redevelopment Project (Third Amendment)   | 2       | All                      |
| 6            | Ordinance 876 – Eliminating, as to the Original Project Area Only, the Time Limit for Establishing Loans, Advances or Indebtedness to Carry Out the Redevelopment Plan and Extending, as to Both the Original Project Area and the Added Area, the Time Limit on the Effectiveness of the Redevelopment Plan and the Time Limit on the Repayment of Indebtedness and Receipt of Tax Increment Funds (Fourth Amendment) | 5       | All                      |
| 7            | Ordinance 888 – Approving and Adopting the Fifth Amendment to the Redevelopment Plan for the Rocklin Redevelopment Project (Fifth Amendment) (includes revised plan)   | 47      | All                      |
| 8            | Resolution 2002-193 – Approving and Directing the Executive Director to Open and Execute a Purchase and Sale Agreement and Related Documents Necessary to Complete the Purchase of the Gould Property (Rocklin Road & Pacific Street APN 010-161-015)  | 14      | 1                        |
| 9            | Resolution 2002-205 – Approving and Directing the Executive Director to Open Escrow and Execute a Purchase and Sale Agreement and Related Documents Necessary to Complete the Purchase of the Barakat Trust Property   | 14      | 2                        |
| 10           | Environmental Site Assessment, Quarry Property, Rocklin, CA (for APN 010-161-015 and 010-161-016)  | 44      | 1 & 2                    |
| 11           | Resolution 2010-406 RDA - Approving and Directing the Executive Director to Execute a Purchase and Sale Agreement and All Related Documents Necessary to Purchase the Big Gun Mining Property, 5255 Pacific Street, Rocklin, CA (SONCO, LLC, a California Limited Liability Company)   | 28      | 3                        |

| Appendix No. | Document/Item  | # Pages | Applicable to Site # (s) |
|--------------|--|---------|--------------------------|
| 12           | Resolution 2010-407 RDA - Approving and Authorizing the Executive Director to Execute Amendment No. 1 to the Purchase and Sale Agreement for the Big Gun Mining Property, 5255 Pacific Street, Rocklin, CA   | 3       | 3                        |
| 13           | Resolution 2010-413 - RDA Approving and Authorizing the Executive Director to Execute Amendment No. 2 to the Purchase and Sale Agreement for the Big Gun Mining Property, 5255 Pacific Street, Rocklin, CA   | 11      | 3                        |
| 14           | Deed of Trust, dated December 2, 2010 and Buyer Final Closing Statement  | 8       | 3                        |
| 15           | Notice of Sale and Transfer of Responsibility, dated December 2, 2010  | 2       | 3                        |
| 16           | Big Gun lot split request map and memo to City Council, dated November 23, 2010  | 3       | 3                        |
| 17           | Letter of Notice of Listing on the National Register of Historic Places, dated July 13, 2012   | 2       | 3                        |
| 18           | Closing Letter – UP Property at Railroad Ave. between Oak and Pine   | 1       | 4                        |
| 19           | Resolution 2004-246 - Approving and Directing the Executive Director to Execute a Purchase and Sale Agreement, and All Related Documents Necessary to Complete the Purchase of Union Pacific Railroad Property at Railroad Avenue Between Oak and Pine Streets and Accept the Assignment of a Ground Lease on a Portion of the Property. | 15      | 4                        |
| 20           | Hazardous Materials Survey Final Report, March 18, 2013, Entek Consulting Group, Inc., 3720 Pine Street, Rocklin, CA 95677   | 34      | 4                        |
| 21           | Asbestos and Lead Removal Certification and Invoice, 4/18/13, P.W. Stephens Environmental, Inc.  | 5       | 4                        |
| 22           | Asbestos and Lead Removal Certification and Invoice (Change Order), 4/18/13, P.W. Stephens Environmental, Inc.   | 3       | 4                        |
| 23           | Resolution 2002-207 - Approving and Directing the Executive Director to Open Escrow and Execute a Purchase and Sale Agreement and Related Documents Necessary to Complete the Purchase of the Vivilacqua Property (Pacific Street / APN's 010-121-001, 010-121-002, 010-121-004, and 010-121-005)  | 14      | 5, 6, 7 & 8              |
| 24           | Resolution 2002-213 - Ratifying an Amendment to the Purchase and Sale Agreement for the Vivilacqua Property (First Amendment)  | 3       | 5, 6, 7 & 8              |
| 25           | Resolution 2003-214 - Approving an Amendment to the Purchase and Sale Agreement for the Vivilacqua Property (Second Amendment)   | 3       | 5, 6, 7 & 8              |
| 26           | Environmental Site Assessment, Vivilacqua Property, November 12, 2002  | 115     | 5, 6, 7 & 8              |

| Appendix No. | Document/Item  | # Pages | Applicable to Site # (s) |
|--------------|--|---------|--------------------------|
| 27           | Resolution 2000-169 RDA – Approving and Authorizing the Executive Director to Execute a Purchase and Sale Agreement and Related Documents and to Open Escrow for the Moon Property Purchase (3895 Rocklin Road, Rocklin, CA)   | 15      | T1 & T2                  |
| 28           | Resolution 2000-375 – Approving and Authorizing the City Manager to Execute a Sales Agreement with the Rocklin Redevelopment Agency for the Moon Property Purchase (3895 Rocklin Road, Rocklin, CA)  | 4       | T1 & T2                  |
| 29           | Resolution 2001-177 RDA – Approving and Authorizing the Executive Director to Execute a Lease Agreement by and Between the Rocklin Historical Society and the Redevelopment Agency of the City of Rocklin (Moon Property Museum Site, 3895 Rocklin Road, Rocklin, CA)                | 14      | T1 & T2                  |
| 30           | Letter from Department of Finance, May 20, 2013, approving transfer of Rocklin History Museum property as a governmental purpose to the City of Rocklin.   | 1       | T1 & T2                  |
| 31           | Resolution 2007-326 RDA – Approving a Notice of Exemption for the Purchase of the Granite Business Center Building   | 2       | T3                       |
| 32           | Resolution 2007-327 RDA – Approving and Directing the Executive Director to Execute a Purchase and Sale Agreement and all Related Documents Necessary to Purchase the Granite Business Center Building (4890 Granite Drive)  | 13      | T3                       |
| 33           | Resolution 2010-390 RDA – Approving a Building Lease Agreement with Placer County for the Rocklin Library (4890 Granite Drive, Rocklin, CA)  | 30      | T3                       |
| 34           | Resolution 2011-414 RDA – Authorizing the Interim Executive Director to Execute a Loan Agreement and Promissory Note between the City of Rocklin and the Redevelopment Agency of the City of Rocklin for the Purchase of the Granite Drive Library Building                          | 9       | T3                       |
| 35           | Letter from Department of Finance, May 20, 2013, approving the transfer of the Rocklin Branch – Placer County Library as a governmental purpose to the City of Rocklin   | 1       | T3                       |
| 36           | Resolution 2008-337 RDA – Approving and Directing the Executive Director to Open Escrow and Execute a Purchase and Sale Agreement and Related Documents Necessary to Complete the Purchase of the Restored St Mary’s Church Located at Heritage Park (First Street and Rocklin Road) | 15      | T4                       |
| 37           | Resolution 2009-361 RDA – Approving and Authorizing the Executive Director to Execute a Lease Agreement by and Between the Rocklin Historical Society and the Redevelopment Agency of the City of Rocklin (Old St. Mary’s Chapel at Heritage Park, Rocklin, CA)                      | 15      | T4                       |
| 38           | Letter from Department of Finance, May 20, 2013, approving the transfer of St. Mary’s Chapel to the City of Rocklin  | 1       | T4                       |
| 39           | Resolution 2013-15 SA – Approving and Adopting a Long Range Property Management Plan Pursuant to Health & Safety Code Section 34191.5  | 1       | All                      |
| 40           | Resolution 2013-15 OB - Approving and Adopting a Long Range Property Management Plan Pursuant to Health & Safety Code Section 34191.5  | 1       | All                      |
| 41           | Broker’s Opinion of Value (BOV) prepared by CBRE   | 9       | 1-8                      |

RESOLUTION NO. 2013-15 OB

RESOLUTION OF THE ROCKLIN OVERSIGHT BOARD  
APPROVING AND ADOPTING A LONG RANGE PROPERTY MANAGEMENT PLAN  
PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5

The Rocklin Oversight Board resolves as follows:

Section 1. The Rocklin Oversight Board hereby approves and adopts a Long Range Property Management Plan Pursuant to Health and Safety Code Section 34191.5 in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

PASSED AND ADOPTED this 27th day of September 2013, by the following vote:

AYES: Members: Mitchell, Foltz, Holmes, Lowell, Halldin, Ruslin

NOES: Members: None

ABSENT: Member: Horst

ABSTAIN: Members: None



---

Jerry Mitchell, Chair

ATTEST:



---

Rhona Wu, Secretary

EXHIBIT A



## **CITY OF ROCKLIN SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY LONG RANGE PROPERTY MANAGEMENT PLAN**

### **INTRODUCTION**

On June 27, 2012, Governor Brown signed into law Assembly Bill 1484 (AB 1484), a budget trailer bill that makes substantial changes to the redevelopment agency dissolution process implemented by Assembly Bill 1X 26. One of the key components of AB 1484 is the requirement that all successor agencies develop a Long Range Property Management Plan that governs the disposition and use of the former non-housing redevelopment agency properties. This document is the Long Range Property Management Plan (LRPMP) for the Successor Agency to the former Rocklin Redevelopment Agency.

### **SUCCESSOR AGENCY OWNED PROPERTIES AND DISPOSITION PLANS**

The former Redevelopment Agency acquired properties in an effort to revitalize blighted portions of the City. A total of eleven (11) properties and one (1) building were owned by the Rocklin Redevelopment Agency. Three (3) parcels and one (1) building have previously been approved for transfer to the City of Rocklin for governmental purposes per the Department of Finance. There are eight (8) remaining parcels owned and controlled by the Successor Agency.

Of the eight (8) remaining parcels, the City of Rocklin proposes that seven (7) of the parcels be sold to private interests through the Successor Agency. The City of Rocklin proposes that the remaining parcel is subdivided into three (3) parcels. Two of the parcels are not viable for development purposes. One lot consists of a former granite quarry. A second small lot would be "land-locked" and would not be accessible from any public roadway. It is requested that these two parcels are transferred to the City of Rocklin for governmental purposes. The remaining lot, the largest of the three, is suitable for development and is proposed to be sold for that purpose.

### **REQUEST FOR EXPEDITED REVIEW**

The City of Rocklin and Successor Agency request an expedited review of the Rocklin Long Range Property Management Plan. There is great interest by the development community in the former redevelopment parcels. Letters of Intent to Purchase have been submitted to the City from two different development interests. These Letters of Intent to Purchase include seven of the eight parcels proposed for disposal (two adjacent parcels at the corner of Pacific St. and Rocklin Rd. and five adjacent parcels between Pacific St./Oak St./Pine St./Railroad Ave.) The City anticipates greater interest in the Big Gun Quarry parcel for development should the parcel be subdivided. The Successor Agency intends to sell the parcels as soon as possible so that development of these long-vacant parcels can begin.

**LRPMP REQUIREMENTS & REPORT CONTENT**

The following report includes detailed information on each property owned by the Successor Agency as required by Health and Safety Code Section 34191.5 and is organized as follows;

1.....Property Summary Table Page 3  
2.....Properties Overview Map Page 4  
3.....Detailed Property Information Pages 5-32  
4.....Appendices Table of Contents Pages 33-35  
5.....Appendices Pages 36-559

**SUCCESSOR AGENCY STAFF CONTACTS**

City Manager’s Office  
Rick Horst, City Manager  
(916) 625-5570 – [ricky.horst@rocklin.ca.us](mailto:ricky.horst@rocklin.ca.us)

Economic & Community Development Department  
Karen Garner, Economic Growth Manager  
(916) 625-5595 – [karen.garner@rocklin.ca.us](mailto:karen.garner@rocklin.ca.us)

Finance Department  
Mary Rister, Finance Officer  
(916) 625-5024 – [mary.rister@rocklin.ca.us](mailto:mary.rister@rocklin.ca.us)

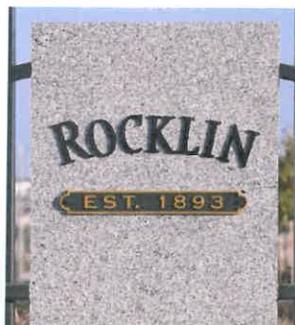
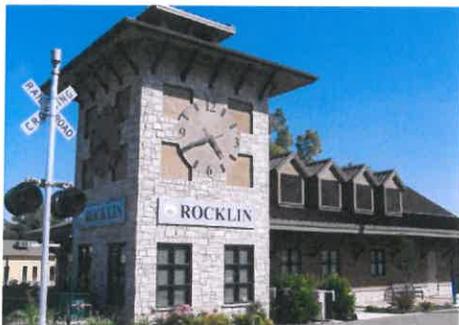
**Key Dates**

May 1, 2013 - Notification of Finding of Completion for the City of Rocklin from Department of Finance

May 20, 2013 – Letter from Department of Finance approving transfer of Rocklin Branch Library, Rocklin Historical Museum and Old St. Mary’s Chapel to the City of Rocklin for governmental purpose

September 10, 2013 – Rocklin Successor Agency Approval of the Rocklin Long Range Property Management Plan (Attachment 39)

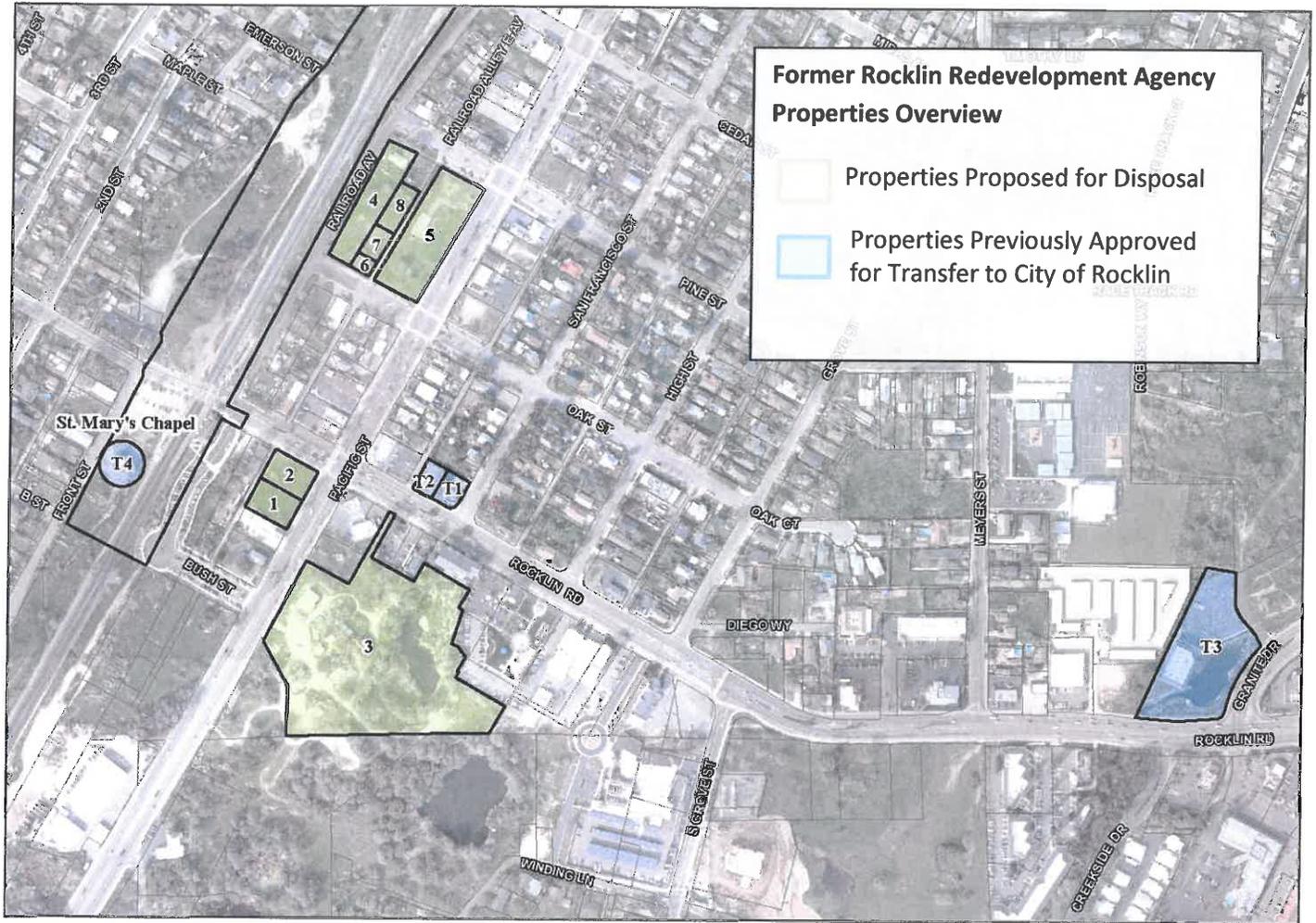
September 27, 2013 – Oversight Board Approval of the Rocklin Long Range Property Management Plan





# City of Rocklin - Long Range Property Management Plan - Property Summary Table

| Site #   | APN         | Address  | # Acres | Zoning/General Plan Land Use                    | Acquisition Date | Acquisition Price  | Acquisition Purpose   | Current Use   | Current Value | Tenant                                | Estimated Revenue  | Environ. Concerns              | TOD Potential | Disposal Strategy   |
|--|-------------|--|---------|---|------------------|--|---|---|---------------|---------------------------------------|--|--------------------------------|---------------|---|
| <b>Properties for Review</b>   |             |  |         |   |                  |  |   |   |               |                                       |  |                                |               |   |
| 1  | 010-161-015 | Lots 13 & 14 - Block B - Pacific Street, 2nd parcel in at SW Corner of Pacific St & Rocklin Road | 0.34    | C-4/Mixed Use                                   | April 2002       | \$165,000  | To assemble viable site for redevelopment consistent with the adopted Redevelopment Plan. | vacant land   | N/A           | N/A                                   | N/A  | No                             | Yes           | sale of property  |
| 2  | 010-161-016 | Lots 15 & 16 - Block B - 5220 Pacific St, SW Corner of Pacific St & Rocklin Road                 | 0.34    | C-4/Mixed Use                                   | August 2002      | \$180,000  | To assemble viable site for redevelopment consistent with the adopted Redevelopment Plan. | vacant land   | N/A           | N/A                                   | N/A  | No                             | Yes           | sale of property  |
| 3  | 010-170-024 | 5255 Pacific Street  | 7.2     | PD-C-4/Mixed Use                                | December 2010    | \$1,000,000  | To assemble viable site for redevelopment consistent with the adopted Redevelopment Plan. | partially developed   | N/A           | No - structure vacant                 | N/A  | Yes (former quarry)            | Yes           | Subdivide into 3 parcels; transfer 2 parcels to City; 3rd parcel propose sale of property |
| 4  | 010-040-039 | At Railroad Avenue between Oak and Pine Streets  | 0.79    | C-2/ Mixed Use                                  | June 2004        | \$80,000   | To assemble viable site for redevelopment consistent with the adopted Redevelopment Plan. | vacant land (residential structure in private ownership, non-RDA, was demolished on site in 2013) | N/A           | N/A                                   | N/A  | Yes (former railroad property) | Yes           | sale of property  |
| 5  | 010-121-001 | West side of Pacific Street between Oak and Pine Streets   | 0.83    | C-4/Mixed Use                                   | March 2003       | \$350,000 (includes 010-121-002; 010-121-004; 010-121-005) | To assemble viable site for redevelopment consistent with the adopted Redevelopment Plan. | vacant land   | N/A           | N/A                                   | N/A  | No                             | Yes           | sale of property  |
| 6  | 010-121-002 | West side of Pacific Street between Oak and Pine Streets   | 0.04    | C-4/Mixed Use                                   | March 2003       | Combined with 010-121-001; 010-121-004; 010-121-005        | To assemble viable site for redevelopment consistent with the adopted Redevelopment Plan. | vacant land   | N/A           | N/A                                   | N/A  | No                             | Yes           | sale of property  |
| 7  | 010-121-004 | West side of Pacific Street between Oak and Pine Streets   | 0.08    | C-4/Mixed Use                                   | March 2003       | Combined with 010-121-001; 010-121-002; 010-121-005        | To assemble viable site for redevelopment consistent with the adopted Redevelopment Plan. | vacant land   | N/A           | N/A                                   | N/A  | No                             | Yes           | sale of property  |
| 8  | 010-121-005 | West side of Pacific Street between Oak and Pine Streets   | 0.12    | C-4/Mixed Use                                   | March 2003       | Combined with 010-121-001; 010-121-002; 010-121-004        | To assemble viable site for redevelopment consistent with the adopted Redevelopment Plan. | vacant land   | N/A           | N/A                                   | N/A  | No                             | Yes           | sale of property  |
| <b>Properties Approved for Transfer to City of Rocklin per Department of Finance</b> |             |  |         |   |                  |  |   |   |               |                                       |  |                                |               |   |
| T1   | 010-132-023 | 3895 Rocklin Road  | 0.17    | C-2/Mixed Use                                   | December 2000    | \$142,000 for parcels #010-132-022 & #010-132-023          | Location for museum to be operated by the Rocklin Historical Society.                     | Rocklin History Museum  | N/A           | Rocklin History Museum                | combined with 010-132-022  | No                             | No            | retention of property for governmental use  |
| T2   | 010-132-022 | 3895 Rocklin Road  | 0.17    | C-2/Mixed Use                                   | December 2000    | combined purchase with 010-132-023                         | Created parking lot for the museum and additional downtown parking.                       | Public parking lot primarily used for Rocklin History Museum                                      | N/A           | Rocklin History Museum                | \$1/year lease with extensions possible through 2050                                       | No                             | No            | retention of property for governmental use  |
| T3   | 045-101-060 | 4890 Granite Drive   | 2.3     | C-2/Retail Commercial & Recreation Conservation | August 2007      | \$3,705,000  | Provide a location for the County Library - leased to County.                             | Library   | N/A           | Placer County Library Branch          | \$1/yr lease for 10 years with 15 consecutive 5-year options, up to 85 years through 2095. | No                             | No            | retention of property for governmental use  |
| T4   | N/A         | 5251 Front St. (St. Mary's Chapel - structure only)  | N/A     | C-2/Mixed Use                                   | October 2012     | \$250,000  | Purchased to preserve historic building and reuse as rental facility.                     | Event rental facility   | N/A           | Managed by Rocklin Historical Society | \$1/year lease with extensions possible through 2042                                       | No                             | Yes           | retention of property for governmental use  |



| Site # | Parcel #    | Address  | Acres | Zoning/Land Use                        | Current Use  |
|--------|-------------|--|-------|--|--|
| 1      | 010-161-015 | Lots 13 & 14 - Block B - Pacific Street                  | 0.34  | C-4/Mixed Use                          | vacant land  |
| 2      | 010-161-016 | Lots 15 & 16 - Block B - 5220 Pacific St                 | 0.34  | C-4/Mixed Use                          | vacant land  |
| 3      | 010-170-024 | 5255 Pacific Street                                      | 7.2   | PD-C-4/Mixed Use                       | partially developed  |
| 4      | 010-040-039 | At Railroad Avenue between Oak and Pine Streets          | 0.79  | C-2/ Mixed Use                         | vacant land (residential structure demolished in 2013)       |
| 5      | 010-121-001 | West side of Pacific Street between Oak and Pine Streets | 0.83  | C-4/Mixed Use                          | vacant land  |
| 6      | 010-121-002 | West side of Pacific Street between Oak and Pine Streets | 0.04  | C-4/Mixed Use                          | vacant land  |
| 7      | 010-121-004 | West side of Pacific Street between Oak and Pine Streets | 0.08  | C-4/Mixed Use                          | vacant land  |
| 8      | 010-121-005 | West side of Pacific Street between Oak and Pine Streets | 0.12  | C-4/Mixed Use                          | vacant land  |
| T1     | 010-132-023 | 3895 Rocklin Road  | 0.17  | C-2/Mixed Use                          | Rocklin History Museum                                       |
| T2     | 010-132-022 | 3895 Rocklin Road  | 0.17  | C-2/Mixed Use                          | Public parking lot primarily used for Rocklin History Museum |
| T3     | 045-101-060 | 4890 Granite Drive                                       | 2.3   | C-2/Retail Comm. & Recreation Conserv. | Library  |
| T4     | N/A         | 5251 Front St. (St. Mary's Chapel - structure only)      | N/A   | C-2/Mixed Use                          | Event rental facility  |

|                                       |   |
|---------------------------------------|---|
| <b>Site #1</b>                        | <b>Vacant lot near corner of Pacific St. &amp; Rocklin Road</b>   |
| Location:                             | No situs address – described as Lots 13 & 14, Block B, Pacific Street (near SW corner of Pacific St. & Rocklin Rd.) |
| APN:                                  | 010-161-015   |
| Lot Size (acres):                     | 0.34  |
| Building (sq. ft.):                   | N/A – vacant  |
| Zoning:                               | C-4 (limited general retail and service commercial zone)  |
| General Plan:                         | Mixed Use   |
| Date Acquired:                        | April 2002  |
| Acquisition Price:                    | \$165,000   |
| Purpose of Acquisition:               | Acquired to assemble a viable site for redevelopment consistent with the City of Rocklin Redevelopment Plan.        |
| Current Use:                          | Vacant land   |
| Current Value:                        | N/A   |
| Tenant:                               | N/A   |
| Estimated Revenue:                    | N/A   |
| Environmental Issues & Documentation: | Phase I Site Assessment prepared November, 1998 - Raney Geotechnical.   |
| Transit Oriented Development:         | Yes. Located at prominent intersection & near train depot.  |
| History:                              | Prior owner: James Gould, Jr.; No prior development proposals. Purchased by RDA under Resolution 2002-193           |
| Disposal Strategy:                    | Sale of property.   |
| Appendices:                           | 8 & 10  |

|         |  |
|---------|--|
| Site #1 | Vacant lot near corner of Pacific St. & Rocklin Road |
|---------|--|



View of site #1 from Pacific Street

|                                       |   |
|---------------------------------------|---|
| <b>Site #2</b>                        | <b>Vacant lot at SW corner of Pacific St. &amp; Rocklin Rd.</b>   |
| Location:                             | 5220 Pacific Street   |
| APN:                                  | 010-161-016   |
| Lot Size (acres):                     | 0.34  |
| Building (sq. ft.):                   | N/A – vacant  |
| Zoning:                               | C-4 (limited general retail and service commercial zone)  |
| General Plan:                         | Mixed Use   |
| Date Acquired:                        | August 2002   |
| Acquisition Price:                    | \$180,000   |
| Purpose of Acquisition:               | Acquired to assemble a viable site for redevelopment consistent with the City of Rocklin Redevelopment Plan.                        |
| Current Use:                          | Vacant  |
| Current Value:                        | N/A   |
| Tenant:                               | N/A   |
| Estimated Revenue:                    | N/A   |
| Environmental Issues & Documentation: | Phase I Site Assessment prepared November, 1998 - Raney Geotechnical  |
| Transit Oriented Development:         | Yes. Located at prominent intersection & near train depot.  |
| History:                              | Prior owner: Robert H. Barakat Family Trust; No prior development proposals. This property was purchased under Resolution 2002-205. |
| Disposal Strategy:                    | Sale of property.   |
| Appendices:                           | 9 & 10  |

|         |   |
|---------|---|
| Site #2 | Vacant lot at SW corner of Pacific St. & Rocklin Rd. – 5220 Pacific St. |
|---------|---|



View of site #2 from corner of Pacific Street & Rocklin Road

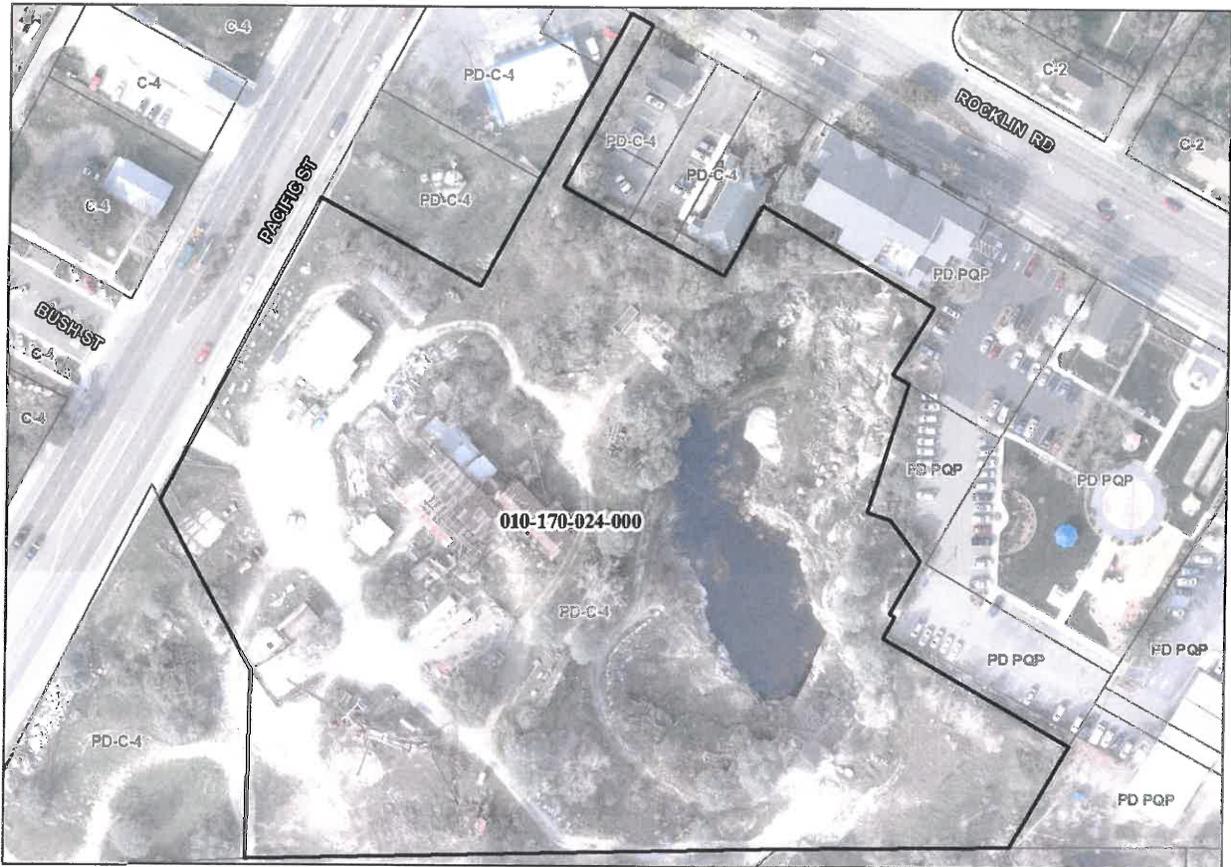


View of site #2 from Pacific Street

|                                       |  |
|---------------------------------------|--|
| <b>Site #3</b>                        | <b>Big Gun Quarry &amp; Quarry Shed</b>  |
| Location:                             | 5255 Pacific St.   |
| APN:                                  | 010-170-024  |
| Lot Size (acres):                     | 7.2  |
| Building (sq. ft.):                   | 10,745   |
| Zoning:                               | PD-C-4 (limited general retail and service commercial zone)  |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | December 2010  |
| Acquisition Price:                    | \$1,000,000  |
| Purpose of Acquisition:               | Acquired to assemble a viable site for redevelopment consistent with the City of Rocklin Redevelopment Plan.   |
| Current Use:                          | Existing structure is vacant   |
| Current Value:                        | N/A  |
| Tenant:                               | N/A  |
| Estimated Revenue:                    | N/A  |
| Environmental Issues & Documentation: | Yes. Property acquired "AS IS WITH ALL FAULTS" - Purchase Agreement - Section 9A; Quarry Closure CD w/ State Mining and Geology Board \$27,000 as security for reclamation of site.  |
| Transit Oriented Development:         | Yes. Located on major thoroughfare.  |
| History:                              | Prior owner: Sonco, LLC ; No prior development proposals. Historic use as a granite quarry with associated outbuildings from 1864-1977. One granite processing shed & misc. equipment and tools remains. Property purchased under Resolution 2010-406. Listed on the National Register of Historic Places on July 3, 2012.   |
| Disposal Strategy:                    | Subdivide into 3 parcels (see pages 11 & 12); Transfer two parcels (Parcel A-quarry pit & Parcel B-remainder piece) to City; sell Parcel C. Parcel A & B have no commercial value. City requests access to Parcel C prior to sale to remove historic objects related to mining operations, including all or a portion of the shed for future display at a city park, history museum or on other city owned properties. |
| Appendices:                           | 11 – 17  |

Site #3

Big Gun Quarry & Quarry Shed – 5255 Pacific St.



## **Big Gun Quarry – 5255 Pacific St. – Lot Split Request**

### **Summary**

The City of Rocklin requests approval from the State of California, Department of Finance to split a 7.2 acre parcel, APN 010-170-024 (Big Gun Quarry – 5255 Pacific St.), into three lots. The City requests the transfer of Parcels A & B to the City for the purpose of future government use. Parcel A consists of the historic granite quarry. Parcel B is a small “set-aside” parcel that is land-locked by other parcels and the quarry, has no visibility from public roadways and is only accessible through a parking lot. Parcel C, the largest portion of the site, is relatively flat and fronts onto Pacific Street, a major thoroughfare. Parcel C includes the original granite shed. The Rocklin Redevelopment Agency had intended to split the lot in the manner noted above at the time of purchase in 2010. A letter from the City Manager dated November 23, 2010, outlines the intent to split the parcel (Appendix 16). It was intended that Parcel A would be used for the preservation of the historic granite quarry and Parcel B would be used for the preservation of historic artifacts and materials currently located on the property. The City requests access to Parcel C prior to sale to remove historic objects related to mining operations, including all or a portion of the shed for future display at a city park, history museum or on other city owned properties.

### **History**

The Big Gun Quarry, originally known as Capitol Quarry, opened in September 1864, supplying granite for hundreds of projects including California’s Capitol Building. The quarry operated until 2005 when it was the last of Rocklin’s 62 quarries to cease operations. The site includes a 75 foot deep quarry pit, a shed used to cut and process granite, and tools, machinery and equipment used in quarry operations. The site was added to the National Register of Historic Places on July 3, 2012 based on the application submitted by the Rocklin Historical Society (Attachment 17).

### **Planned Use**

This parcel is adjacent to city owned properties including City Hall and Memorial Park. Should the parcel split be approved, the City intends to designate Parcels A & B as public space and integrate it into a larger public area. The quarry and granite mining equipment and artifacts will be used as part of an interpretive history site that will draw residents and visitors to downtown Rocklin. To see the actual quarry pit and equipment used tell a far more powerful story of Rocklin’s heritage than any photos or written history could. Integrating Parcels A & B into a larger public space will also add more value to Parcel C, the parcel proposed for sale, since it would then be adjacent to a desirable public space.

### **Lot Split**

Request to split the existing 7.2 acres parcel into three proposed parcels as noted below.

**Parcel A** – Approximately 2.6 acres. Request transfer to City of Rocklin. The proposed boundaries closely match the edge of the quarry pit. The southern end of the quarry pit is a graded, steep, but accessible slope. The western, northern and eastern sides of the quarry pit have very steep vertical sides. From rim to bottom of the quarry pit is about 75 feet. There is a small pool of water at the bottom of the pit, but a pump has been installed that removes water to prevent the pit from filling up.

**Parcel B** – Approximately 0.6 acres. Request transfer to City of Rocklin. Not accessible from a public road and landlocked by other parcels. Intended to be used as an interpretive site and house granite quarry

artifacts and equipment.

**Parcel C** – Approximately 3.5 acres. Propose sale of property for future development. Relatively flat. Existing historic quarry shed on site as well as numerous tools, equipment and artifacts which have been documented and cataloged by the City.

**Historic Quarry Photos**



**Big Gun Quarry Present Day**



Big Gun Quarry looking at west wall. Quarry shed in background.



Big Gun Quarry looking south at sloped access.



Big Gun Quarry looking north. City Hall building at northern rim.

5255 Pacific Street - Big Gun Mining  
Proposed Parcel Map



Location Map

5255 Pacific Street - Big Gun Mining  
Proposed Parcel Map



**Contour map.** Please note that the proposed parcel boundary around Parcel A closely follows the perimeter of the quarry. On an aerial such as that on page 13, the south end of the quarry pit looks flat, however, it is a steeply graded entrance access to the bottom of the quarry pit. See photos on page 12.

|                                       |  |
|---------------------------------------|--|
| <b>Site #4</b>                        | <b>Railroad Avenue Frontage between Oak St. &amp; Pine St.</b>   |
| Location:                             | 3720 Pine St.  |
| APN:                                  | 010-040-039  |
| Lot Size (acres):                     | .79  |
| Building (sq. ft.):                   | N/A - Vacant   |
| Zoning:                               | C-4 (limited general retail and service commercial zone)   |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | July 1, 2004   |
| Acquisition Price:                    | \$80,000   |
| Purpose of Acquisition:               | Acquired to assemble a viable site for redevelopment consistent with the City of Rocklin Redevelopment Plan.   |
| Current Use:                          | Vacant   |
| Current Value:                        | N/A  |
| Tenant:                               | N/A  |
| Estimated Revenue:                    | N/A  |
| Environmental Issues & Documentation: | Previously owned by Union Pacific Railroad. Quit claimed "AS IS". Portion of parcel leased and occupied with a house under separate ownership. House demolished in March 2013. Separate environmental documentation related to entire parcel (App. 25) and related to house demolition (App. 19-21)  |
| Transit Oriented Development:         | Yes. Adjacent to other developable parcels located along Pacific Street, a major thoroughfare.   |
| History:                              | Previously owned by Union Pacific Railroad. Sold to Redevelopment Agency effective July 1, 2004. This property was purchased under Resolution 2004-246. City took over lease of a portion of the parcel (portion of Lots 1 & 2) by Leonard & Leona Scott Family Trust. Residential structure owned separately by Scott Family Trust was located on leased portion. Residential structure demolished in March 2013 after death of Leona Scott and due to sub-standard condition of the structure. |
| Disposal Strategy:                    | Sale of property.  |
| Appendices:                           | 18 – 22 & 26   |

|         |   |
|---------|---|
| Site #4 | Railroad Avenue Frontage between Oak St. & Pine St. – 3720 Pine St. |
|---------|---|



View of site #4 from corner of Oak Street and Railroad Ave.



View of site #4 from corner of Oak Street and Railroad Ave. looking towards Pine St.



View of site #4 near corner of Pine Street and Railroad Ave. (former home site).

|                                       |  |
|---------------------------------------|--|
| <b>Site #5</b>                        | <b>West side of Pacific Street between Oak and Pine Streets</b>  |
| Location:                             | No situs address   |
| APN:                                  | 010-121-001  |
| Lot Size (acres):                     | .83  |
| Building (sq. ft.):                   | N/A - Vacant   |
| Zoning:                               | C-4 (limited general retail and service commercial zone)   |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | March 2003 - (purchase included 4 parcels: 010-121-001; 010-121-002; 010-121-004 & 010-121-005)  |
| Acquisition Price:                    | \$350,000 (four parcels)   |
| Purpose of Acquisition:               | Acquired to assemble a viable site for redevelopment consistent with the City of Rocklin Redevelopment Plan.   |
| Current Use:                          | Vacant   |
| Current Value:                        | N/A  |
| Tenant:                               | N/A  |
| Estimated Revenue:                    | N/A  |
| Environmental Issues & Documentation: | Phase I Site Assessment & soil samples - November, 2002 - Engeo Inc  |
| Transit Oriented Development:         | Yes. Located adjacent to major thoroughfare, Pacific St.   |
| History:                              | Prior owner: John Vivilaqua. Site was site of old Rocklin School. Steps and foundation still exist on site. Purchased under Resolutions 2002-207, 2002-213 & 2003-214. |
| Disposal Strategy:                    | Sale of property. Request access to site prior to sale to remove granite blocks and cornerstone from original school building.   |
| Appendices:                           | 23 – 26  |

|                |   |
|----------------|---|
| <b>Site #5</b> | <b>West side of Pacific Street between Oak and Pine Streets</b> |
|----------------|---|



View of site #5 from corner of Pacific Street and Oak Street.



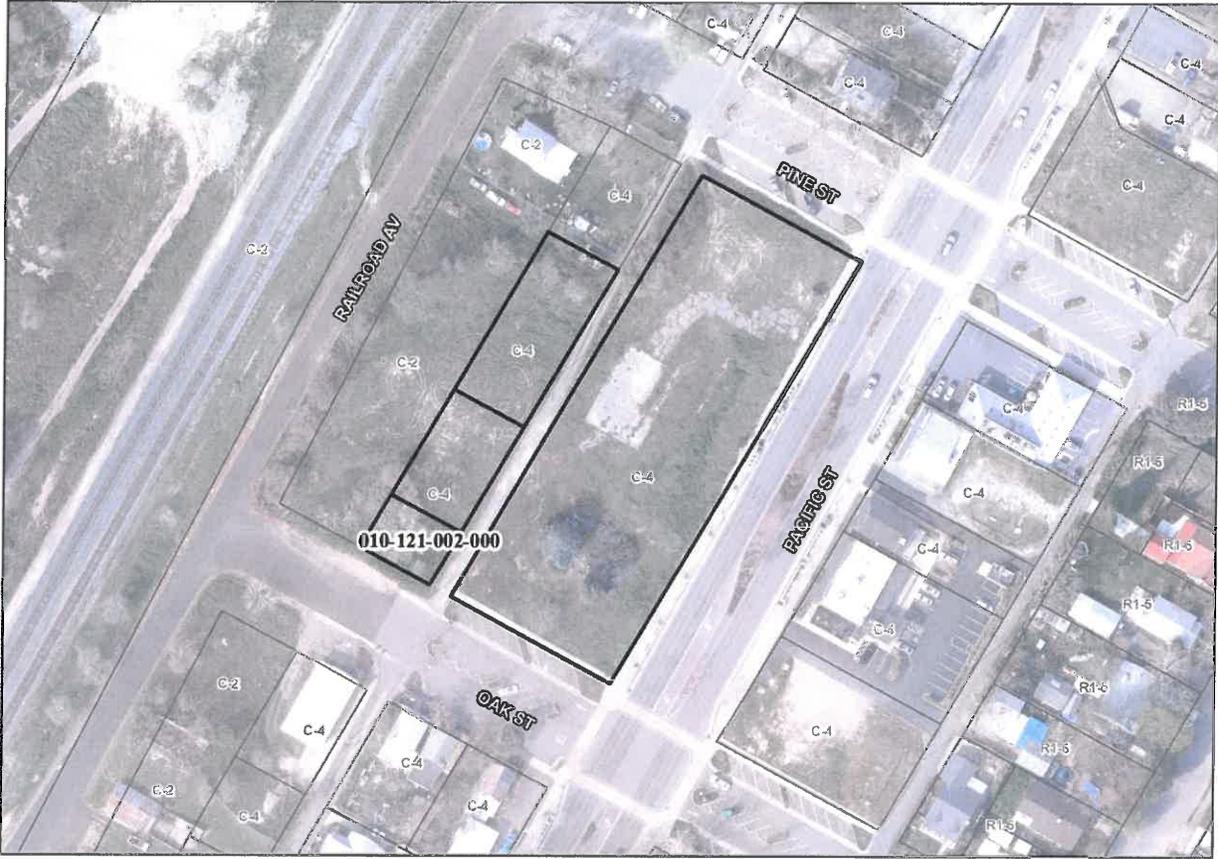
View of site #5 from corner of Pacific Street and Pine Street.



Remnants of steps from Rocklin's first school house and granite block foundation.

|                                       |  |
|---------------------------------------|--|
| <b>Site #6</b>                        | <b>West side of Pacific Street between Oak and Pine Streets</b>  |
| Location:                             | No situs address   |
| APN:                                  | 010-121-002  |
| Lot Size (acres):                     | 0.04   |
| Building (sq. ft.):                   | N/A - vacant   |
| Zoning:                               | C-4 (limited general retail and service commercial zone)   |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | March 2003 - (purchase included 4 parcels: 010-121-001; 010-121-002; 010-121-004 & 010-121-005)  |
| Acquisition Price:                    | See Site #5  |
| Purpose of Acquisition:               | Acquired to assemble a viable site for redevelopment consistent with the City of Rocklin Redevelopment Plan.   |
| Current Use:                          | Vacant   |
| Current Value:                        | N/A  |
| Tenant:                               | N/A  |
| Estimated Revenue:                    | N/A  |
| Environmental Issues & Documentation: | Phase I Site Assessment & soil samples - November, 2002 - Engeo Inc  |
| Transit Oriented Development :        | Yes. Located adjacent to major thoroughfare, Pacific St.   |
| History:                              | Prior owner: John Vivilaqua. Site was site of old Rocklin School. Steps and foundation still exist on site. Property was purchased under Resolutions 2002-207, 2002-213 & 2003-214 |
| Disposal Strategy:                    | Sale of property.  |
| Appendices:                           | 23 – 26  |

|                |   |
|----------------|---|
| <b>Site #6</b> | <b>West side of Pacific Street between Oak and Pine Streets</b> |
|----------------|---|



View of unimproved alley from Oak Street. Sites #6, #7 & #8 are to the left of alley.

|                                       |  |
|---------------------------------------|--|
| <b>Site #7</b>                        | <b>West side of Pacific Street between Oak and Pine Streets</b>  |
| Location:                             | No situs address   |
| APN:                                  | 010-121-004  |
| Lot Size (acres):                     | 0.08   |
| Building (sq. ft.):                   | See Site #5  |
| Zoning:                               | C-4 (limited general retail and service commercial zone)   |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | March 2003 - (purchase included 4 parcels: 010-121-001; 010-121-002; 010-121-004 & 010-121-005)  |
| Acquisition Price:                    | Part of 010-121-002  |
| Purpose of Acquisition:               | Acquired to assemble a viable site for redevelopment consistent with the City of Rocklin Redevelopment Plan.   |
| Current Use:                          | Vacant   |
| Current Value:                        | N/A  |
| Tenant:                               | N/A  |
| Estimated Revenue:                    | N/A  |
| Environmental Issues & Documentation: | Phase I Site Assessment & soil samples - November, 2002 - Engeo Inc  |
| Transit Oriented Development:         | Yes. Located adjacent to major thoroughfare, Pacific St.   |
| History:                              | Prior owner: John Vivilaqua. Site was site of old Rocklin School. Steps and foundation still exist on site. Property was purchased under Resolutions 2002-207, 2002-213 & 2003-214 |
| Disposal Strategy:                    | Sale of property.  |
| Appendices:                           | 23 – 26  |

Site #7

West side of Pacific Street between Oak and Pine Streets



View of unimproved alley from Oak Street. Sites #6, #7 & #8 are to the left of alley.

|                                       |  |
|---------------------------------------|--|
| <b>Site #8</b>                        | <b>West side of Pacific Street between Oak and Pine Streets</b>  |
| Location:                             | No situs address   |
| APN:                                  | 010-121-005  |
| Lot Size (acres):                     | 0.12   |
| Building (sq. ft.):                   | N/A  |
| Zoning:                               | C-4 (limited general retail and service commercial zone)   |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | March 2003 (purchase included 4 parcels: 010-121-001; 010-121-002; 010-121-004 & 010-121-005)  |
| Acquisition Price:                    | See Site #5  |
| Purpose of Acquisition:               | Acquired to assemble a viable site for redevelopment consistent with the City of Rocklin Redevelopment Plan.   |
| Current Use:                          | Vacant   |
| Current Value:                        | N/A  |
| Tenant:                               | N/A  |
| Estimated Revenue:                    | N/A  |
| Environmental Issues & Documentation: | Phase I Site Assessment & soil samples - November, 2002 - Engeo Inc  |
| Transit Oriented Development:         | Yes. Located adjacent to major thoroughfare, Pacific St.   |
| History:                              | Prior owner: John Vivilaqua. Site was site of old Rocklin School. Steps and foundation still exist on site. Property was purchased under Resolutions 2002-207, 2002-213 & 2003-214 |
| Disposal Strategy:                    | Sale of property.  |
| Appendices:                           | 23 – 26  |

Site #8

West side of Pacific Street between Oak and Pine Streets



View of unimproved alley from Oak Street. Sites #6, #7 & #8 are to the left of alley.

## Properties Previously Approved for Transfer to the City of Rocklin

| Site #T1                              | Rocklin History Museum<br>Approved for Transfer to City of Rocklin per Department of Finance  |
|---------------------------------------|---|
| Location:                             | 3895 Rocklin Rd.  |
| APN:                                  | 010-132-023   |
| Lot Size (acres):                     | .17   |
| Building (sq. ft.):                   | 1,174   |
| Zoning:                               | C-2   |
| General Plan Land Use:                | Mixed Use   |
| Date Acquired:                        | December 2000 (purchase included 010-132-023 & 010-132-022)   |
| Acquisition Price:                    | \$142,000 (two parcels)   |
| Purpose of Acquisition:               | Location for museum to be operated by the Rocklin Historical Society.   |
| Current Use:                          | Agency entered into lease with Rocklin Historical Society for the existing structure & immediately adjacent parking. Term of lease was 5 years commencing on 4/1/2001 and ending on 3/31/2006 with automatic renewal extensions for two-year periods, up to a total cumulative term of 49 years (to March 31, 2050). Lease payment of \$1.00 per year payable upon commencement of lease and on each anniversary during the term. |
| Current Value:                        | \$120,519 (current Placer County Assessed Value)  |
| Tenant:                               | Rocklin History Museum operated by the Rocklin Historical Society   |
| Estimated Revenue:                    | \$1/year lease with extensions possible through 2050  |
| Environmental Issues & Documentation: | Per Purchase & Sale Agreement (Exhibit A to Reso 2000-169): Property is free from hazardous substances; no buried or partially buried storage tanks located on site; no toxic or hazardous chemicals, waste or substances have ever been spilled/discharged or stored on the property.  |
| Transit Oriented Development:         | No  |
| History:                              | Previous Owner: Frank Moon Family Trust. Built circa 1905 by Dr. Henry Fletcher. Rocklin Historical Society restored building in 2002 for use as public museum. Building purchased under Resolutions 2000-169, 2000-375. Current lease agreement with Rocklin Historical Society per Resolution 2001-177.   |
| Disposal Strategy:                    | Approved for Transfer to City of Rocklin per Department of Finance per letter dated   |
| Appendices:                           | 27 – 30   |

Site #T1

Rocklin History Museum – 3895 Rocklin Rd.  
Approved for Transfer to City of Rocklin per Department of Finance



Rocklin History Museum

|                                       |  |
|---------------------------------------|--|
| <b>Site #T2</b>                       | <b>Rocklin History Museum<br/>Approved for Transfer to City of Rocklin per Department of Finance</b>   |
| Location:                             | 3895 Rocklin Rd.   |
| APN:                                  | 010-132-022  |
| Lot Size (acres):                     | 0.17   |
| Building (sq. ft.):                   | N/A – improved parking lot   |
| Zoning:                               | C-2  |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | December 2000 (purchase included 010-132-023 & 010-132-022)  |
| Acquisition Price:                    | See # T1 above   |
| Purpose of Acquisition:               | Location for museum to be operated by the Rocklin Historical Society.  |
| Current Use:                          | Agency entered into lease with Rocklin Historical Society for the existing structure & immediately adjacent parking. Terms of lease was 5 years commencing on 4/1/2001 and ending on 3/31/2006 with automatic renewal extensions for two-year periods, up to a total cumulative term of 49 years (to March 31, 2050). Lease payment of \$1.00 per year payable upon commencement of lease and on each anniversary during the term. |
| Current Value:                        | N/A  |
| Tenant:                               | See # T1 above   |
| Estimated Revenue:                    | See # T1 above   |
| Environmental Issues & Documentation: | Per Purchase & Sale Agreement (Exhibit A to Reso 2000-169): Property is free from hazardous substances; no buried or partially buried storage tanks located on site; no toxic or hazardous chemicals, waste or substances have ever been spilled/discharged or stored on the property.   |
| Transit Oriented Development:         | No   |
| History:                              | Previous Owner: Frank Moon Family Trust. Public parking lot constructed in 2002 to provide free parking to Rocklin History Museum and other nearby businesses. Purchased under Resolutions 2000-169, 2000-375. Current lease agreement with Rocklin Historical Society per Resolution 2001-177.  |
| Disposal Strategy:                    | Approved for Transfer to City of Rocklin per Department of Finance per letter dated  |
| Appendices:                           | 27 – 30  |

Site #T2

Rocklin History Museum – 3895 Rocklin Rd.  
Approved for Transfer to City of Rocklin per Department of Finance



|                                       |  |
|---------------------------------------|--|
| <b>Site #T3</b>                       | <b>Placer County Library – Rocklin Branch<br/>Approved for Transfer to City of Rocklin per Department of Finance</b>   |
| Location:                             | 4890 Granite Drive   |
| APN:                                  | 045-101-060  |
| Lot Size (acres):                     | 2.3  |
| Building (sq. ft.):                   | 16,600   |
| Zoning:                               | C-2  |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | August 2007  |
| Acquisition Price:                    | \$3,705,000  |
| Purpose of Acquisition:               | Purchased by Agency to provide a location for the Rocklin branch of the Placer County Library.   |
| Current Use:                          | Agency entered into lease with Placer County for purpose of housing a branch library. Lease commenced in 2010. Terms of lease are \$1.00/year for 10 years with 15 consecutive 5-year options, up to 85 years total (through 2095). Lease includes a term in the agreement that the City will provide \$3,500,000 towards a future library facility to replace the Granite Drive facility if ever built. |
| Current Value:                        | N/A  |
| Tenant:                               | Placer County Library  |
| Estimated Revenue:                    | \$1/year for 10 years with 15 consecutive 5-year options, up to 85 years (through 2095)  |
| Environmental Issues & Documentation: | Seller to Agency provided statement regarding no knowledge of any production, storage, or disposal of hazardous materials on the developable site. Site includes water-filled quarry incorporated as part of landscape.  |
| Transit Oriented Development:         | No   |
| History:                              | Previous Owner: WMJ Enterprises, Inc. Developed as an office building in 2004. Purchased by Agency in 2007 for purpose of Placer County Library branch site. Still operating as only library facility in Rocklin. Purchased under Resolution 2007-327. Current lease with Placer County per Resolution 2010-390.   |
| Disposal Strategy:                    | Approved for Transfer to City of Rocklin per Department of Finance per letter dated  |
| Appendices:                           | 31 – 35  |

Site #T3

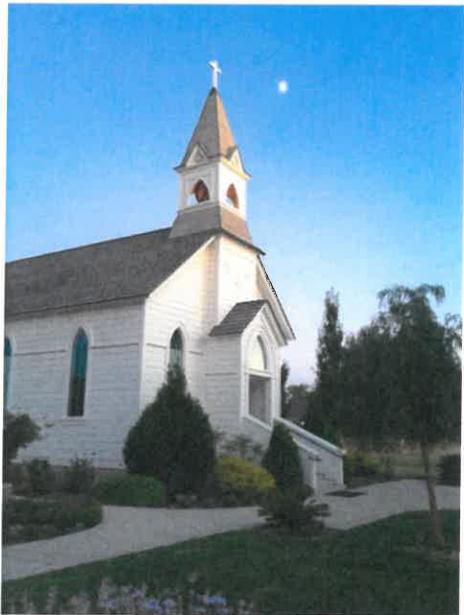
Placer County Library – Rocklin Branch – 4890 Granite Dr.  
Approved for Transfer to City of Rocklin per Department of Finance



Placer County Library  
Rocklin Branch

|                                       |  |
|---------------------------------------|--|
| <b>Site #T4</b>                       | <b>St. Mary's Chapel – structure only, no land. Land underneath owned by Union Pacific Railroad and leased to City of Rocklin. Approved for Transfer to City of Rocklin per Department of Finance</b>  |
| Location:                             | 5251 Front Street  |
| APN:                                  | N/A  |
| Lot Size (acres):                     | N/A  |
| Building (sq. ft.):                   | 1,650  |
| Zoning:                               | C-2  |
| General Plan:                         | Mixed Use  |
| Date Acquired:                        | October 11, 2012   |
| Acquisition Price:                    | \$250,000  |
| Purpose of Acquisition:               | Preserve historic church building (built in 1883)  |
| Current Use:                          | Event rental facility  |
| Current Value:                        | N/A  |
| Tenant:                               | Event rental facility (managed by Rocklin Historical Society)  |
| Estimated Revenue:                    | Facility leased to the Rocklin Historical Society for \$1/year. Term of this Lease is ten (10) years, commencing on February 1, 2009. The term of the lease shall be automatically extended for one or more periods of five (5) years per extension, up to a total cumulative term of 30 years.  |
| Environmental Issues & Documentation: | N/A  |
| Transit Oriented Development:         | N/A  |
| History:                              | St. Mary's Chapel was built in 1883 as St. Mary's of the Assumption Catholic Church. Slated for demolition in 2004, The Rocklin Historical Society took possession in 2005 and moved it down Front Street to its current location. The structure was completely refurbished through the work of community volunteers. The Agency purchased the chapel from the Rocklin Historical Society in October, 2012 for \$250,000 and leases the building back to the Historical Society for \$1 per year. The chapel is rented out for weddings and other gatherings. The chapel is located on property owned by Union Pacific Railroad and leased to the City of Rocklin. |
| Disposal Strategy:                    | Approved for Transfer to City of Rocklin per Department of Finance per letter dated  |
| Appendices:                           | 36 – 38  |

|                 |   |
|-----------------|---|
| <p>Site #T4</p> | <p><b>St. Mary's Chapel – 5251 Front St.</b><br/> <b>Structure only, no land. Land underneath owned by Union Pacific Railroad and leased to City of Rocklin.</b><br/> <b>Approved for Transfer to City of Rocklin per Department of Finance</b></p> |
|-----------------|---|



**Old St. Mary's Chapel**

## APPENDICES

### City of Rocklin – Long Range Property Management Plan

| Appendix No. | Document/Item  | # Pages | Applicable to Site # (s) |
|--------------|--|---------|--------------------------|
| 1            | Letter from Department of Finance, May 1, 2013, Notification of Finding of Completion for the City of Rocklin  | 1       | All                      |
| 2            | Ordinance 549 - Approving and Adopting the Redevelopment Plan for the Rocklin Redevelopment Project  | 14      | All                      |
| 3            | Ordinance 695 – Establishing and Amending Certain Limitations with Respect to the Redevelopment Plan for the Rocklin Redevelopment Project (First Amendment)   | 2       | All                      |
| 4            | Ordinance 753 – Approving and Adopting the Rocklin Redevelopment Plan Amendment (Second Amendment)   | 10      | All                      |
| 5            | Ordinance 800 – Amending Certain Limitations with Respect to the Redevelopment Plans for the Rocklin Redevelopment Project (Third Amendment)   | 2       | All                      |
| 6            | Ordinance 876 – Eliminating, as to the Original Project Area Only, the Time Limit for Establishing Loans, Advances or Indebtedness to Carry Out the Redevelopment Plan and Extending, as to Both the Original Project Area and the Added Area, the Time Limit on the Effectiveness of the Redevelopment Plan and the Time Limit on the Repayment of Indebtedness and Receipt of Tax Increment Funds (Fourth Amendment) | 5       | All                      |
| 7            | Ordinance 888 – Approving and Adopting the Fifth Amendment to the Redevelopment Plan for the Rocklin Redevelopment Project (Fifth Amendment) (includes revised plan)   | 47      | All                      |
| 8            | Resolution 2002-193 – Approving and Directing the Executive Director to Open and Execute a Purchase and Sale Agreement and Related Documents Necessary to Complete the Purchase of the Gould Property (Rocklin Road & Pacific Street APN 010-161-015)  | 14      | 1                        |
| 9            | Resolution 2002-205 – Approving and Directing the Executive Director to Open Escrow and Execute a Purchase and Sale Agreement and Related Documents Necessary to Complete the Purchase of the Barakat Trust Property   | 14      | 2                        |
| 10           | Environmental Site Assessment, Quarry Property, Rocklin, CA (for APN 010-161-015 and 010-161-016)  | 44      | 1 & 2                    |
| 11           | Resolution 2010-406 RDA - Approving and Directing the Executive Director to Execute a Purchase and Sale Agreement and All Related Documents Necessary to Purchase the Big Gun Mining Property, 5255 Pacific Street, Rocklin, CA (SONCO, LLC, a California Limited Liability Company)   | 28      | 3                        |

| Appendix No. | Document/Item  | # Pages | Applicable to Site # (s) |
|--------------|--|---------|--------------------------|
| 12           | Resolution 2010-407 RDA - Approving and Authorizing the Executive Director to Execute Amendment No. 1 to the Purchase and Sale Agreement for the Big Gun Mining Property, 5255 Pacific Street, Rocklin, CA   | 3       | 3                        |
| 13           | Resolution 2010-413 - RDA Approving and Authorizing the Executive Director to Execute Amendment No. 2 to the Purchase and Sale Agreement for the Big Gun Mining Property, 5255 Pacific Street, Rocklin, CA   | 11      | 3                        |
| 14           | Deed of Trust, dated December 2, 2010 and Buyer Final Closing Statement  | 8       | 3                        |
| 15           | Notice of Sale and Transfer of Responsibility, dated December 2, 2010  | 2       | 3                        |
| 16           | Big Gun lot split request map and memo to City Council, dated November 23, 2010  | 3       | 3                        |
| 17           | Letter of Notice of Listing on the National Register of Historic Places, dated July 13, 2012   | 2       | 3                        |
| 18           | Closing Letter – UP Property at Railroad Ave. between Oak and Pine   | 1       | 4                        |
| 19           | Resolution 2004-246 - Approving and Directing the Executive Director to Execute a Purchase and Sale Agreement, and All Related Documents Necessary to Complete the Purchase of Union Pacific Railroad Property at Railroad Avenue Between Oak and Pine Streets and Accept the Assignment of a Ground Lease on a Portion of the Property. | 15      | 4                        |
| 20           | Hazardous Materials Survey Final Report, March 18, 2013, Entek Consulting Group, Inc., 3720 Pine Street, Rocklin, CA 95677   | 34      | 4                        |
| 21           | Asbestos and Lead Removal Certification and Invoice, 4/18/13, P.W. Stephens Environmental, Inc.  | 5       | 4                        |
| 22           | Asbestos and Lead Removal Certification and Invoice (Change Order), 4/18/13, P.W. Stephens Environmental, Inc.   | 3       | 4                        |
| 23           | Resolution 2002-207 - Approving and Directing the Executive Director to Open Escrow and Execute a Purchase and Sale Agreement and Related Documents Necessary to Complete the Purchase of the Vivilacqua Property (Pacific Street / APN's 010-121-001, 010-121-002, 010-121-004, and 010-121-005)  | 14      | 5, 6, 7 & 8              |
| 24           | Resolution 2002-213 - Ratifying an Amendment to the Purchase and Sale Agreement for the Vivilacqua Property (First Amendment)  | 3       | 5, 6, 7 & 8              |
| 25           | Resolution 2003-214 - Approving an Amendment to the Purchase and Sale Agreement for the Vivilacqua Property (Second Amendment)   | 3       | 5, 6, 7 & 8              |
| 26           | Environmental Site Assessment, Vivilacqua Property, November 12, 2002  | 115     | 5, 6, 7 & 8              |

| Appendix No. | Document/Item  | # Pages | Applicable to Site # (s) |
|--------------|--|---------|--------------------------|
| 27           | Resolution 2000-169 RDA – Approving and Authorizing the Executive Director to Execute a Purchase and Sale Agreement and Related Documents and to Open Escrow for the Moon Property Purchase (3895 Rocklin Road, Rocklin, CA)   | 15      | T1 & T2                  |
| 28           | Resolution 2000-375 – Approving and Authorizing the City Manager to Execute a Sales Agreement with the Rocklin Redevelopment Agency for the Moon Property Purchase (3895 Rocklin Road, Rocklin, CA)  | 4       | T1 & T2                  |
| 29           | Resolution 2001-177 RDA – Approving and Authorizing the Executive Director to Execute a Lease Agreement by and Between the Rocklin Historical Society and the Redevelopment Agency of the City of Rocklin (Moon Property Museum Site, 3895 Rocklin Road, Rocklin, CA)                | 14      | T1 & T2                  |
| 30           | Letter from Department of Finance, May 20, 2013, approving transfer of Rocklin History Museum property as a governmental purpose to the City of Rocklin.   | 1       | T1 & T2                  |
| 31           | Resolution 2007-326 RDA – Approving a Notice of Exemption for the Purchase of the Granite Business Center Building   | 2       | T3                       |
| 32           | Resolution 2007-327 RDA – Approving and Directing the Executive Director to Execute a Purchase and Sale Agreement and all Related Documents Necessary to Purchase the Granite Business Center Building (4890 Granite Drive)  | 13      | T3                       |
| 33           | Resolution 2010-390 RDA – Approving a Building Lease Agreement with Placer County for the Rocklin Library (4890 Granite Drive, Rocklin, CA)  | 30      | T3                       |
| 34           | Resolution 2011-414 RDA – Authorizing the Interim Executive Director to Execute a Loan Agreement and Promissory Note between the City of Rocklin and the Redevelopment Agency of the City of Rocklin for the Purchase of the Granite Drive Library Building                          | 9       | T3                       |
| 35           | Letter from Department of Finance, May 20, 2013, approving the transfer of the Rocklin Branch – Placer County Library as a governmental purpose to the City of Rocklin   | 1       | T3                       |
| 36           | Resolution 2008-337 RDA – Approving and Directing the Executive Director to Open Escrow and Execute a Purchase and Sale Agreement and Related Documents Necessary to Complete the Purchase of the Restored St Mary’s Church Located at Heritage Park (First Street and Rocklin Road) | 15      | T4                       |
| 37           | Resolution 2009-361 RDA – Approving and Authorizing the Executive Director to Execute a Lease Agreement by and Between the Rocklin Historical Society and the Redevelopment Agency of the City of Rocklin (Old St. Mary’s Chapel at Heritage Park, Rocklin, CA)                      | 15      | T4                       |
| 38           | Letter from Department of Finance, May 20, 2013, approving the transfer of St. Mary’s Chapel to the City of Rocklin  | 1       | T4                       |
| 39           | Resolution 2013-15 SA – Approving and Adopting a Long Range Property Management Plan Pursuant to Health & Safety Code Section 34191.5  | 1       | All                      |



DEPARTMENT OF  
**FINANCE**

Rocklin LRPMP - Appendix 1

EDMUND G. BROWN JR. ■ GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

May 1, 2013

Ms. Mary Rister, Finance Officer  
City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677

Dear Ms. Rister:

Subject: Request for a Finding of Completion

The California Department of Finance (Finance) has completed the Finding of Completion for the City of Rocklin Successor Agency.

Finance has completed its review of your documentation, which may have included reviewing supporting documentation submitted to substantiate payment or obtaining confirmation from the county auditor-controller. Pursuant to Health and Safety Code (HSC) section 34179.7, we are pleased to inform you that Finance has verified that the Agency has made full payment of the amounts determined under HSC section 34179.6, subdivisions (d) or (e) and HSC section 34183.5.

This letter serves as notification that a Finding of Completion has been granted. The Agency may now do the following:

- Place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as an enforceable obligation, provided the oversight board makes a finding that the loan was for legitimate redevelopment purposes per HSC section 34191.4 (b) (1). Loan repayments will be governed by criteria in HSC section 34191.4 (a) (2).
- Utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants per HSC section 34191.4 (c).

Additionally, the Agency is required to submit a Long-Range Property Management Plan to Finance for review and approval, per HSC section 34191.5 (b), within six months from the date of this letter.

Please direct inquiries to Andrea Scharffer, Staff Finance Budget Analyst, or Chris Hill, Principal Program Budget Analyst, at (916) 445-1546.

Sincerely,

  
STEVE SZALAY  
Local Government Consultant

cc: Ms. Kim Sarkovich, Chief Finance Officer, City of Rocklin  
Ms. Jayne Goulding, Managing Accountant Auditor, County of Placer  
California State Controller's Office

ORDINANCE NO. 549

AN ORDINANCE OF THE CITY OF ROCKLIN,  
CALIFORNIA, APPROVING AND ADOPTING  
THE REDEVELOPMENT PLAN FOR THE  
ROCKLIN REDEVELOPMENT PROJECT

WHEREAS, the City Council of the City of Rocklin has received from the Redevelopment Agency of the City of Rocklin (the "Agency") the proposed Redevelopment Plan (the "Redevelopment Plan") for the Rocklin Redevelopment Project (the "Project"), as approved by the Agency, a copy of which is on file at the office of the Agency at 3980 Rocklin Road, Rocklin, California, and at the office of the City Clerk, City Hall, 3980 Rocklin Road, Rocklin, California, together with the Report of the Agency including the reasons for the selection of the Project Area, a description of the physical, social and economic conditions existing in the Project Area, the proposed method of financing the redevelopment of the Project Area, a plan for the relocation of property owners and tenants who may be temporarily or permanently displaced from the Project Area, an analysis of the Preliminary Plan, the report and recommendations of the Planning Commission of the City of Rocklin (the "Planning Commission"), an Environmental Impact Report on the Redevelopment Plan, the report of the County Fiscal Officer and the Agency's analysis thereof, the report of the Fiscal Review Committee and the Agency's analysis thereof and a neighborhood impact report; and

WHEREAS, the Planning Commission has submitted to the Council its report and recommendations for approval of the Redevelopment Plan, and its certification that the Redevelopment Plan conforms to the General Plan of the City of Rocklin; and

WHEREAS, the Council and the Agency held a joint public hearing on May 27, 1986, on adoption of the Redevelopment

Plan and on certification of the Final Environmental Impact Report on the Redevelopment Plan, in the Rocklin Community Center, 5480 Fifth Street, Rocklin, California; and

WHEREAS, a notice of said hearing was duly and regularly published in the Roseville Press-Tribune, a newspaper of general circulation in the County of Placer, once a week for four successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the last known address of each assessee of each parcel of land in the proposed Project Area, as shown on the last equalized assessment roll of the County of Placer; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency which receives taxes from property in the Project Area; and

WHEREAS, the Agency has prepared and submitted a program for the relocation of persons and businesses who may be displaced as a result of carrying out the Project in accordance with the Redevelopment Plan; and

WHEREAS, the Council has general knowledge of the conditions existing in the Project Area and of the availability of suitable housing in the City for the relocation of families and persons who may be displaced by the Project, and in the light of such knowledge of local housing conditions, has carefully considered and reviewed such program for relocation; and

WHEREAS, the Council has considered the report and recommendations of the Planning Commission, the report of the Agency, the Redevelopment Plan and its economic feasibility, the feasibility of the relocation program and the Environmental Impact Report, has provided an opportunity for all persons to be heard and has received and considered

all evidence and testimony presented for or against any and all aspects of the Redevelopment Plan; and

WHEREAS, the Council has reviewed and considered the Environmental Impact Report for the Redevelopment Plan, prepared and submitted by the Agency pursuant to Public Resources Code Section 21151 and Health and Safety Code Section 33352, and determined that the Redevelopment Plan will not have a significant effect on the environment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROCKLIN DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. That the purpose and intent of the City Council with respect to the Project Area is to accomplish the following:

a. Eliminate blighting influences and correct environmental deficiencies in the Project Area, including, among others, small and irregular lots, obsolete and aged building types, substandard alleys and deteriorated public improvements;

b. Assemble land into parcels suitable for modern, integrated development with improved pedestrian and vehicular circulation in the Project Area;

c. Replan, redesign and develop undeveloped areas which are stagnant or improperly utilized;

d. Strengthen retail and other commercial functions in the Project Area;

e. Strengthen the economic base of the Project Area and the community by installing needed site improvements to stimulate new commercial/light industrial expansion, employment and economic growth;

f. Provide adequate land for parking and open spaces;

g. Establish and implement performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project;

h. Provide opportunities for participation by owners and tenants in the revitalization of their properties;

i. Preserve buildings and structures of historical significance; and

j. Expand and improve the supply of housing for low- and moderate-income persons.

Section 2. The Council hereby finds and determines that:

a. The Project Area is a blighted area, the redevelopment of which is necessary to effectuate the public purposes declared in the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.). This finding is based upon the following conditions which characterize the Project Area:

(1) The existence of unfit or unsafe buildings and structures due to age, obsolescence, deterioration, defective design, faulty exterior spacing, mixed character and shifting of uses;

(2) The existence of properties which suffer from economic dislocation, deterioration and disuse because of: inadequate public improvements, facilities, utilities and open spaces, including inadequate traffic circulation, parking, sidewalks, curbs, gutters, street lights, water distribution and sewers, lots (parcels) of irregular form, shape and size, a prevalence of depreciated values and economic maladjustment, which cannot be remedied with private or governmental action without redevelopment;

(3) A lack of proper utilization of property, resulting in a stagnant and unproductive condition of land potentially useful and valuable; and

(4) A prevalence of economic maladjustment evidenced by impaired investments.

It is further found and determined that such conditions are causing and will increasingly cause a reduction and lack of proper utilization of the area to such an extent

that it constitutes a serious physical, social and economic burden on the City, which cannot reasonably be expected to be reversed or alleviated by private enterprise acting alone, requiring redevelopment in the interest of the health, safety and general welfare of the people of the City and the State. This finding is based on the fact that governmental action available to the City without redevelopment would be insufficient to cause any significant correction of the blighting conditions, and that the nature and costs of the public improvements and facilities required to correct the blighting conditions are beyond the capacity of the City and cannot be undertaken or borne by private enterprise acting alone or in concert with available governmental action.

b. The Redevelopment Plan will redevelop the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the fact that redevelopment of the Project Area will implement the objectives of the Community Redevelopment Law by aiding in the elimination and correction of the conditions of blight, providing for planning, development, redesign, clearance, reconstruction or rehabilitation of properties which need improvement and providing for higher economic utilization of potentially useful land.

c. The adoption and carrying out of the Redevelopment Plan is economically sound and feasible. This finding is based on the fact that under the Redevelopment Plan the Agency will be authorized to seek and utilize a variety of potential financing resources, including tax increments; that the nature and timing of public redevelopment assistance will depend on the amount and availability of such financing resources, including tax increments generated by new investment in the Project Area; and that under the Redevelopment Plan no public redevelopment activity will be

undertaken unless the Agency can demonstrate that it has adequate revenue to finance the activity.

d. The Redevelopment Plan conforms to the General Plan of the City of Rocklin. This finding is based on the finding of the Planning Commission that the Redevelopment Plan conforms to the General Plan of the City of Rocklin.

e. The carrying out of the Redevelopment Plan will promote the public peace, health, safety and welfare of the City of Rocklin and will effectuate the purposes and policy of the Community Redevelopment Law. This finding is based on the fact that redevelopment will benefit the Project Area by correcting conditions of blight and by coordinating public and private actions to stimulate development and improve the economic, social and physical conditions of the Project Area.

f. The Agency has a feasible method and plan for the relocation of families and persons who might be displaced, temporarily or permanently, from housing facilities in the Project Area. This finding is based upon the fact that the Redevelopment Plan does not provide authority for the acquisition by eminent domain of any owner-occupied dwelling units in the Project Area, except that it may acquire by eminent domain such dwelling units located on Pacific Street between Rukhala Road and Grove Street. The finding is also based on the fact that the Redevelopment Plan envisions little or no displacement of families and persons from the Project Area, and the fact that if any displacement does occur, the Redevelopment Plan provides for relocation assistance according to law.

g. There are, or are being provided, within the Project Area or within other areas not generally less desirable with regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and persons who might be displaced from the Project Area, decent, safe and sanitary dwellings equal in

number to the number of and available to such displaced families and persons and reasonably accessible to their places of employment. This finding is based upon the fact that the Redevelopment Plan does not provide authority for the acquisition by eminent domain of any owner-occupied dwelling units in the Project Area, except that it may acquire by eminent domain such dwelling units located on Pacific Street between Rukhala Road and Grove Street. The finding also envisions little or no displacement of families and persons from the Project Area, and the fact that no person or family will be required to move from any dwelling unit until suitable replacement housing is available.

h. Inclusion of any lands, buildings or improvements which are not detrimental to the public health, safety or welfare is necessary for the effective redevelopment of the entire area of which they are a part, and any such area is not included solely for the purpose of obtaining the allocation of tax increment revenues from such area pursuant to Section 33670 of the Community Redevelopment Law without other substantial justification for its inclusion. This finding is based upon the fact that the boundaries of the Project Area were chosen as a unified and consistent whole to include lands that were underutilized because of blighting influences, or affected by the existence of blighting influences, and land uses significantly contributing to the conditions of blight, whose inclusion is necessary to accomplish the objectives and benefits of the Redevelopment Plan.

i. The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the existence of blighting influences, including the lack of adequate public improvements and facilities, and the inability of individual developers to economically remove these blighting influences without substantial public

assistance in providing adequate public improvements and facilities, the inability of low- and moderate-income persons to finance needed improvements, and the inadequacy of other governmental programs and financing mechanisms to eliminate blight, including the provision of necessary public improvements and facilities.

j. The effect of tax increment financing will not cause a significant financial burden on any taxing agency deriving revenues from the Project Area. This finding is based on the following facts: (1) pursuant to Health and Safety Code Section 33676, any affected taxing agency may elect, and every school and community college district shall elect, to be allocated a portion of the tax revenues allocated to the Agency and attributable to tax rate increases imposed for the benefit of such taxing agency or assessed value increases calculated annually pursuant to subdivision (f) of Section 110.1 of the Revenue and Taxation Code; (2) tax increment revenue allocated to the Agency from the Project Area is a relatively small percentage of each affected taxing agency's total property tax revenue; and (3) the Agency will make payments to affected taxing agencies which are necessary and appropriate to alleviate any financial burden or detriment caused to such taxing agencies by the Project.

k. The Redevelopment Plan for the Project Area will afford the maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of such area by private enterprise.

l. The Redevelopment Plan contains adequate safeguards so that the work of redevelopment will be carried out pursuant to the Redevelopment Plan, and it provides for the retention of controls and the establishment of restrictions and covenants running with the land sold or leased for private use for periods of time and under conditions specified in the Redevelopment Plan, which this Council

deems necessary to effectuate the purposes of the Community Redevelopment Law.

Section 3. The Council is satisfied that permanent housing facilities will be available within three years from the time occupants of the Project Area are displaced, if any, and that pending the development of the facilities, there will be available to the displaced occupants, if any, temporary housing facilities at rents comparable to those in the City of Rocklin at the time of their displacement. No persons or families of low or moderate income shall be displaced from residences unless and until there is a suitable housing unit available and ready for occupancy by such displaced persons or families at rents comparable to those at the time of their displacement. Such housing units shall be suitable to the needs of such displaced persons or families and must be decent, safe, sanitary and otherwise standard dwellings. The Agency shall not displace any such persons or families until such housing units are available and ready for occupancy.

Section 4. Written objections to the Redevelopment Plan filed with the City Clerk before the hour set for hearing and all oral objections presented to the Council at the hearing having been considered are hereby overruled.

Section 5. That certain document entitled "Redevelopment Plan for the Rocklin Redevelopment Project," the maps contained therein and such other reports as are incorporated therein by reference, a copy of which is on file in the office of the City Clerk, having been duly reviewed and considered, is hereby incorporated in this Ordinance by reference and made a part hereof, and as so incorporated is hereby designated, approved and adopted as the official "Redevelopment Plan for the Rocklin Redevelopment Project."

Section 6. In order to implement and facilitate the effectuation of the Redevelopment Plan hereby approved, this Council hereby (a) pledges its cooperation in helping

to carry out the Redevelopment Plan, (b) requests the various officials, departments, boards and agencies of the City having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the redevelopment of the Project Area, (c) stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Redevelopment Plan, and (d) declares its intention to undertake and complete any proceeding necessary to be carried out by the City under the provisions of the Redevelopment Plan.

Section 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency whereupon the Agency is vested with the responsibility for carrying out the Redevelopment Plan.

Section 8. The City Clerk is hereby directed to record with the County Recorder of Placer County a description of the land within the Project Area and a statement that proceedings for the redevelopment of the Project Area have been instituted under the Community Redevelopment Law.

Section 9. The City Clerk is hereby directed to transmit a copy of the description and statement recorded by the Clerk pursuant to Section 8 of this Ordinance, a copy of this Ordinance and a map or plat indicating the boundaries of the Project Area, to the auditor and assessor of the County of Placer, to the governing body of each of the taxing agencies which receives taxes from property in the Project Area and to the State Board of Equalization.

Section 10. PUBLICATION. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in the Roseville Press-Tribune, a newspaper of general circulation, published and circulated in the City of Rocklin.

Section 11. SEVERABILITY. If any part of this Ordinance or the Redevelopment Plan which it approves is held

to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Redevelopment Plan, and this Council hereby declares that it would have passed the remainder of this Ordinance or approved the remainder of the Redevelopment Plan if such invalid portion thereof had been deleted.

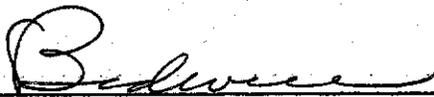
Section 12. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its passage.

PASSED AND ADOPTED this 10th day of June, 1986, by the following vote:

AYES: Councilmembers: Hill, Lund, Dominguez, Ainsworth, Huson  
NOES: Councilmembers: None  
ABSENT: Councilmembers: None  
ABSTAIN: Councilmembers: None

  
Mayor

ATTEST:

  
City Clerk

First Reading: 5-27-86  
Second Reading: 6-10-86  
Effective Date: 7-10-86

25376

OFFICIAL RECORDS  
REQUESTED BY

*City of Rocklin*  
JUN 13 1 27 PM '86

CAT TROUBLEY  
PLACER CO RECORDER

25376

NO FEE REQUIRED

When recorded, return to:

City Clerk, City of Rocklin  
P. O. Box 1138  
Rocklin, CA 95677

052086

NOTICE IS HEREBY GIVEN that the City Council of the City of Rocklin adopted Ordinance No. 549 on June 10, 1986, approving and adopting the Redevelopment Plan for the Rocklin Redevelopment Project.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceedings for the redevelopment of the Project Area have been instituted under the California Community Redevelopment Law.

Filed for recordation with the County Recorder of Placer County by order of the City Council of the City of Rocklin, California.

Date: June 13, 1986

*Dandra Bedwell*  
\_\_\_\_\_  
City Clerk  
City of Rocklin

Attachment

BK2988 PG195

LEGAL DESCRIPTION  
CITY OF ROCKLIN REDEVELOPMENT PROJECT AREA  
Exhibit "A"

---

Portions of Sections 17, 18, 19, 20, and 30 of Township 11 North, Range 7 East, M.D.B.&M., Placer County, California, more particularly described as follows:

Beginning at the intersection of the northeasterly right-of-way line of Sunset Boulevard and the northwesterly line of the Southern Pacific Transportation Company property; thence northeasterly along said northwesterly line of the Southern Pacific property to the most southerly corner of Parcel 1D of Parcel Map 9-89; thence North  $78^{\circ}14'00''$  West 114.74 feet along the southerly line of said Parcel Map 9-89 property; thence North  $69^{\circ}40'12''$  West 202.24 feet; thence South  $32^{\circ}59'31''$  West 80.42 feet; thence South  $20^{\circ}50'14''$  West 362.48 feet; thence North  $55^{\circ}18'28''$  West 775 feet, more or less, to the northwesterly line of Third Street (Sacramento Road); thence northeasterly along said northwesterly line of Third Street 570 feet, more or less, to the northwesterly prolongation of the southwesterly line of Farron Street; thence northwesterly along said prolongation of the southwesterly line of Farron Street to the southwesterly prolongation of the northwesterly line of Fifth Street; thence northeasterly along the northwesterly line of Fifth Street and its southwesterly prolongation to the north line of Section 19; thence easterly 457.10 feet along the north line of Section 19 to the southeasterly line of Lot 8 of Whitney Court; thence North  $48^{\circ}00'00''$  East 539.89 feet along said southeasterly line of Whitney Court to the southwesterly line of Midas Avenue; thence southeasterly along said southwesterly line of Midas Avenue to the northwesterly line of Second Street; thence northeasterly along said northwesterly line of Second Street to the northeasterly line of Laurel Street; thence northwesterly along said northeasterly line of Laurel Street to the southeasterly line of Third Street; thence northeasterly along said southeasterly line of Third Street 250 feet, more or less, to the northwesterly line of the Southern Pacific Transportation Company property; thence northeasterly along said northwesterly line of the Southern Pacific property 120 feet, more or less, to the northwesterly line of Third Street and the most easterly corner of Lot 5, Block G of Whitney Addition; thence northwesterly along the northeasterly line of said Lot 5, 200 feet to the southeasterly line of Whitney Farms, thence North  $48^{\circ}44'40''$  East 412.12 feet, more or less, to the most easterly corner of Lot 14 of Whitney Farms; thence North  $00^{\circ}08'00''$  East 464.89 feet along the boundary of Antelope Oaks Unit No. 1; thence continuing along said boundary North  $45^{\circ}00'00''$  East 38.93 feet; thence South  $86^{\circ}16'00''$  East 279.00 feet; thence South  $83^{\circ}38'00''$  East 237.00 feet to a point near the centerline of Antelope Creek; thence northeasterly and easterly along said centerline of Antelope Creek and the northwesterly line of the Southern Pacific Transportation Company property to the east line of Yankee Hill Road; thence continuing northeasterly along said northwesterly line of the Southern Pacific property 3,200 feet, more or less, to the east line of Delmar Avenue; thence along the east line of Delmar Avenue North  $00^{\circ}52'51''$  West 534.20 feet; thence South  $89^{\circ}50'01''$  East 11.01 feet; thence North  $00^{\circ}52'51''$  West 671.82 feet to the northwest corner of property described by Parcel Map 17-116; thence North  $89^{\circ}58'21''$  East 1,270.58 feet to the northeast corner of said Parcel Map 17-116 property; thence south  $00^{\circ}12'27''$  West 208.96 feet to the northwesterly line of the Southern Pacific Transportation Company property; thence southwesterly across the Southern Pacific property and Pacific Street 580 feet, more or less, to the northerly corner of Parcel C of Parcel Map 15-98 located on the southeasterly line of Pacific Street; thence South  $38^{\circ}21'00''$  East 337.17 feet; thence South  $43^{\circ}34'46''$  East 418.60 feet to a point on the northeasterly line of property described by Parcel Map 9-88; thence South  $38^{\circ}48'00''$  East 264.90 feet; thence South  $51^{\circ}12'00''$  West 1,107.31 feet; thence South  $38^{\circ}17'56''$  East 343.39 feet; thence South  $51^{\circ}44'04''$  West 2,177.67 feet; thence North  $38^{\circ}17'56''$  West 1,360.68 feet to the intersection of the northeasterly line of Sierra Meadows Drive and the southeasterly line of

BK 2988 PG 196

Pacific Street; thence South  $51^{\circ}41'00''$  West 50.90 feet; thence South  $00^{\circ}15'14''$  West 1,203.76 feet to the north line of Racetrack Unit No. 4; thence South  $86^{\circ}50'00''$  West 825.61 feet to the northwest corner of Lot 102 of Racetrack Unit No. 3; thence South  $00^{\circ}15'00''$  West 330.47 feet; thence North  $88^{\circ}39'15''$  West 195.40 feet; thence North  $03^{\circ}14'15''$  West 18.00 feet; thence South  $87^{\circ}37'24''$  West 300.87 feet to the east line of Grove Street; thence South  $00^{\circ}16'12''$  East 289.9 feet, more or less, to the section corner common to Sections 17, 18, 19, and 20; thence South  $00^{\circ}53'15''$  East 20.01 feet; thence South  $88^{\circ}13'25''$  East 658 feet, more or less, to the northwest corner of Lot 53 of Racetrack Unit No. 2; thence South  $20^{\circ}01'35''$  West 874.36 feet; thence South  $00^{\circ}53'25''$  East 463.76 feet to the south line of Racetrack Road; thence North  $89^{\circ}51'50''$  East along the south line of Racetrack Road and its easterly prolongation 1,000 feet, more or less, to a point on the west line of a 5.8-acre parcel described by Parcel Map 19-135; thence South  $00^{\circ}22'00''$  West 207.07 feet; thence South  $12^{\circ}51'45''$  West 720 feet, more or less, to the northwesterly line of Granite Drive; thence southwesterly along said northwesterly line of Granite Drive to the northerly line of Rocklin Road; thence westerly along said northerly line of Rocklin Road to the northerly prolongation of the westerly line of South Grove Street; thence along said westerly line of South Grove Street and its northerly prolongation 220 feet, more or less, to a point on the south line of the Northeast one-quarter of Section 19; thence west along said south line of the Northeast one-quarter of Section 19, 528.00 feet; thence South  $49^{\circ}16'00''$  West 384.5 feet; thence South  $00^{\circ}56'30''$  East 384.63 feet; thence South  $70^{\circ}10'55''$  West 300.53 feet; thence South  $89^{\circ}07'29''$  West 200.0 feet; thence South  $26^{\circ}46'20''$  West 44.50 feet; thence South  $89^{\circ}07'29''$  West 98.60 feet to a point on the west line of the Southeast one-quarter of Section 19, said point also being in Ruhkala Road, a private street; thence south 1,630 feet, more or less, along said west line of the southeast one-quarter of Section 19, to the southwest corner of Parcel A of Parcel Map 20-78; thence along the south line of the property described by Parcel Map 20-78 North  $89^{\circ}07'29''$  East 641.75 feet to the east line of Lost Avenue; thence South  $00^{\circ}10'46''$  East 260.0 feet along said east line of Lost Avenue to the south line of Section 19; thence South  $00^{\circ}28'41''$  West 460.23 feet; thence South  $02^{\circ}11'08''$  East 40.06 feet to the beginning of a 250-foot radius curve that is concaved to the west; thence southwesterly along said curve 216.92 feet through a central angle of  $49^{\circ}42'52''$ ; thence South  $51^{\circ}54'00''$  West 300 feet, more or less, to the most easterly corner of Lot 66 of Sunset Plaza Tract 451; thence North  $33^{\circ}27'27''$  West 548.55 feet; thence North  $46^{\circ}21'40''$  West 107.30 feet to the southeasterly line of Woodside Drive; thence southwesterly along said southeasterly line of Woodside Drive to the southeasterly prolongation of the northeasterly line of Sunset Boulevard; thence northwesterly along said prolongation and along the northeasterly line of Sunset Boulevard to the point of beginning.

SK 2988 PG 197

ORDINANCE NO. 695

AN ORDINANCE OF THE CITY OF ROCKLIN, CALIFORNIA, ESTABLISHING AND AMENDING CERTAIN LIMITATIONS WITH RESPECT TO THE REDEVELOPMENT PLAN FOR THE ROCKLIN REDEVELOPMENT PROJECT

WHEREAS, the City Council of the City of Rocklin, adopted Ordinance No. 549 on June 10, 1986, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Rocklin Redevelopment Project; and

WHEREAS, the Redevelopment Agency of the City of Rocklin (the "Agency") has been designated as the official redevelopment agency to carry out in the City of Rocklin the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 *et seq.*) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Community Redevelopment Law established certain limitations on the incurring and repaying of indebtedness and the duration of redevelopment plans and use of eminent domain, which limitations apply to every redevelopment plan adopted on or before December 31, 1993; and

WHEREAS, Section 33333.6 further provides that unless a redevelopment plan adopted prior to January 1, 1994, already contains limitations which comply with that Section, the legislative body shall adopt an ordinance on or before December 31, 1994, to amend the redevelopment plan either (1) to amend an existing time limit that exceeds the applicable time limit established by that Section, or (2) to establish time limits that do not exceed the provisions of that Section; and

WHEREAS, the time limit on the effectiveness of the Redevelopment Plan, as set forth in Section 800 of the Redevelopment Plan, currently scheduled to terminate on June 10, 2021 (thirty-five (35) years from the date of adoption of the plan), does not exceed the time limit established by Section 33333.6(b), and therefore no amendment is required relating to such limitation;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROCKLIN DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The time limit on the establishing of loans, advances and indebtedness, as set forth in the last paragraph of Section 502 of the Redevelopment Plan, is hereby amended to read: "twenty (20) years from the date of adoption of this Plan." Based upon the date of adoption of the Redevelopment Plan, the Agency shall not incur loans, advances or indebtedness after June 10, 2006.

Section 2. The Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after 10 years from the termination of the effectiveness of the Redevelopment Plan. Based upon the termination date set forth in the Redevelopment Plan, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after June 10, 2031.

Section 3. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

Section 4. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its passage.

Section 5. Publication. The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in the Placer Herald, a newspaper of general circulation, published and circulated in the City of Rocklin, California.

Section 6. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance, if such invalid portion thereof had been deleted.

PASSED AND ADOPTED this 12th day of April, 1994, by the following vote:

AYES: Council Members: Lund, Dominguez, Yorde, Huson, Magnuson

NOES: Council Members: None

ABSENT: Council Members: None

ABSTAIN: Council Members: None

  
\_\_\_\_\_  
Mayor

ATTEST:



\_\_\_\_\_  
City Clerk

First Reading: 3-22-94  
Second Reading: 4-12-94  
Effective Date: 5-12-94

**ORDINANCE NO. 753**

**ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF ROCKLIN, CALIFORNIA, AMENDING  
ORDINANCE NO. 549, APPROVING AND  
ADOPTING THE ROCKLIN REDEVELOPMENT  
PLAN AMENDMENT**

**WHEREAS**, the City Council of the City of Rocklin (the "City Council") adopted Ordinance No. 549, on June 10, 1986, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Rocklin Redevelopment Project (the "Project"); and

**WHEREAS**, the Redevelopment Agency of the City of Rocklin (the "Agency") has been designated as the official redevelopment agency to carry out in the City of Rocklin the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 *et seq.*) and to implement the Redevelopment Plan; and

**WHEREAS**, the Agency has proposed a Rocklin Redevelopment Plan Amendment (the "Amendment") to provide for the addition of certain areas to the Project Area (hereinafter referred to as the "Added Area"); and

**WHEREAS**, a copy of the Amendment is on file at the office of the Agency at 3980 Rocklin Road, Rocklin, California, and at the office of the City Clerk, City Hall, 3980 Rocklin Road, Rocklin, California, together with the Report of the Agency to the City Council on the proposed Amendment and a Supplement to said Report, including: (1) the reasons for selection of the Added Area; (2) a description of the physical and economic conditions existing in the Added Area; (3) a description of specific projects proposed by the Agency in the Added Area and an explanation as to how the proposed projects will improve or alleviate the conditions existing in the Added Area; (4) the proposed method of financing redevelopment of the Added Area, including an assessment of the economic feasibility of the Amendment and an explanation of why the elimination of blight and redevelopment of the Added Area cannot be accomplished by private enterprise acting alone or by the City Council's use of financing alternatives other than tax increment financing; (5) a plan for the relocation of families and persons who may be temporarily or permanently displaced from housing facilities as a result of the Amendment; (6) an analysis of the Preliminary Plan for the Amendment; (7) the Report and Recommendations of the Planning Commission of the City of Rocklin (the "Planning Commission"); (8) the Final Environmental Impact Report; (9) a neighborhood impact report; (10) a summary of consultations with affected taxing agencies and responses to

written objections and concerns expressed by affected taxing agencies during the consultations; and (11) an Implementation Plan; and

**WHEREAS**, the Planning Commission has reported that the Amendment conforms to the General Plan of the City of Rocklin and has recommended approval of the Amendment; and

**WHEREAS**, the Agency prepared and circulated a Draft Environmental Impact Report (the "Draft EIR") on the Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.) and environmental procedures adopted by the Agency pursuant thereto, and the Draft EIR was thereafter revised and supplemented to incorporate comments received and responses thereto, and, as so revised and supplemented, a Final Environmental Impact Report (the "Final EIR") was prepared and certified by the Agency; and

**WHEREAS**, the Agency and the City Council have reviewed and considered the Final EIR on the Amendment and have each adopted a Statement of Findings, Facts and Overriding Considerations applicable to the environmental impacts identified in the Final EIR; and

**WHEREAS**, the City Council and the Agency held a joint public hearing in the City Council Chambers, 3970 Rocklin Road, Rocklin, California, on November 12, 1996, which was continued to January 6, 1997, to consider adoption of the Amendment and certification of the Final EIR on the Amendment; and

**WHEREAS**, a notice of said hearing was duly and regularly published in the *Placer Herald*, a newspaper of general circulation in the City of Rocklin, once a week for five successive weeks prior to the date of said hearing, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

**WHEREAS**, copies of the notice of joint public hearing and a statement concerning acquisition of property by the Agency were mailed by first-class mail to the last known address of each assessee of each parcel of land in the proposed Added Area as shown on the last equalized assessment roll of the County of Placer; and

**WHEREAS**, copies of the notice of joint public hearing were mailed by first-class mail to all residential and business occupants within the proposed Added Area; and

**WHEREAS**, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency which receives taxes from property in the Added Area; and

**WHEREAS**, the City Council has considered the Report of the Agency and the Supplement to the Report of the Agency, the Report and Recommendations of the Planning Commission, the Amendment and the Final EIR, has provided an opportunity for all persons to be heard and has received and considered all evidence and testimony presented for or against any and all aspects of the Amendment, and has adopted written findings in response to each written objection to the Amendment from an affected taxing entity or property owner; and

**WHEREAS**, all actions required by law have been taken by all appropriate public bodies;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROCKLIN DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1.** That the purpose and intent of the City Council with respect to the Added Area is to accomplish the following: (a) expansion and diversification of the community's economic and employment base, through the facilitation of more year-round employment opportunities, including industrial development and expansion; (b) improvement and revitalization of the Granite Road commercial district; (c) recapture of general retail sales leakage from the City of Rocklin to other trade centers; (d) increasing the capture of potential commercial trade originating from traffic on Interstate 80; (e) improvement of traffic circulation throughout the Added Area, including better access to developable properties; (f) improvement in the quality of the community's existing housing stock, through rehabilitation, reconstruction and new construction programs; (g) improvement of infrastructure supporting the Added Area, including street pavement, curb, gutter, sidewalk, sewer, water and storm drainage; (h) creation/enhancement of recreational and cultural opportunities available to the residents of the Added Area and of the community at-large; (i) enhancement of the community facilities available to residents of the Added Area and supportive of the local population at-large; (j) encouragement of industrial development and employment; (k) elimination of incompatible land uses; (l) transition of obsolete land uses or uses causing the underutilization of the underlying land, and assembly of properties to best meet current market needs; and (m) elimination or mitigation of other existing blighting conditions and influences, including incompatible land uses, obsolete or substandard structures, inadequate public facilities, and/or small, multiple ownership, irregular and landlocked parcels.

**Section 2.** The City Council hereby readopts as to the Added Area the findings, determinations and other provisions of Ordinance No. 549, and does hereby specifically find and determine that:

(a) The Added Area is a blighted area, the redevelopment of which is necessary to effectuate the public purposes declared in the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.). This finding is based upon the following facts, as more particularly set forth in the Report of the Agency to the City Council and the Supplement to the Report of the Agency to the City Council:

(1) The Project Area is predominantly urbanized.

(2) The Project Area is characterized by and suffers from a combination of blighting physical and economic conditions, including, among others: buildings that are deteriorated and dilapidated; abandoned buildings and a high percentage of commercial vacancies; buildings suffering from defects in design or physical construction; vacant buildings which are too specialized to accommodate reuse; buildings with serious building code violations; buildings which are defective in design and have faulty or inadequate utilities; buildings which are substandard in design and have inadequate parking; incompatible land uses; lots of irregular form and shape and of inadequate size for proper usefulness which are under multiple ownership; depreciated or stagnant property values and impaired investments; vacant and underutilized parcels; residential overcrowding; lack of infrastructure, including curb and gutter, sidewalks, and street lighting; inadequate circulation improvements; and inadequate public improvements, parking and utilities.

(3) It is further found and determined that the combination of the conditions referred to in paragraph (2) above is so prevalent and so substantial that it causes a reduction of, or lack of, proper utilization of the Added Area to such an extent that it constitutes a serious physical and economic burden on the City which cannot reasonably be expected to be reversed or alleviated by private enterprise or governmental action, or both, without redevelopment.

(b) The Amendment will redevelop the Added Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety and welfare. This finding is based upon the fact that redevelopment of the Added Area, together with redevelopment of the Original Project Area, will implement the objectives of the Community Redevelopment Law by: aiding in the elimination and correction of the conditions of blight; providing for planning, development, redesign, clearance, reconstruction or rehabilitation of properties which need improvement; improving, increasing and

preserving the supply of low- and moderate-income housing within the community; providing additional employment opportunities; and providing for higher economic utilization of potentially useful land.

(c) The adoption and carrying out of the Amendment is economically sound and feasible. This finding is based on the facts, as more particularly set forth in the Report of the Agency to the City Council and the Supplement to the Report of the Agency to the City Council, that under the Amendment, the Agency will be authorized to seek and utilize a variety of potential financing resources, including tax increments; that the nature and timing of public redevelopment assistance will depend on the amount and availability of such financing resources, including tax increments generated by new investment in the Added Area; and that under the Amendment no public redevelopment activity will be undertaken unless the Agency can demonstrate that it has adequate revenue to finance the activity.

(d) The Amendment conforms to the General Plan of the City of Rocklin, including, but not limited to, the housing element, which substantially complies with the requirements of Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the California Government Code. This finding is based upon the finding of the Planning Commission that the Amendment conforms to the General Plan of the City of Rocklin.

(e) The carrying out of the Amendment would promote the public peace, health, safety and welfare of the City of Rocklin and will effectuate the purposes and policy of the Community Redevelopment Law. This finding is based upon the fact that redevelopment, as contemplated by the Redevelopment Plan, as amended by the Amendment, will benefit the entire Project Area, including the Original Project Area and the Added Area, by correcting conditions of blight and by coordinating public and private actions to stimulate development and improve the physical and economic conditions of the entire Project Area.

(f) The condemnation of real property within the Added Area, as provided for in the Amendment, is necessary to the execution of the Amendment, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the need to ensure that the provisions of the Amendment will be carried out and to prevent the recurrence of blight. This finding is further based upon the fact that the Amendment provides that the Agency intends to limit its acquisition of real property to those properties which are essential to accomplishing the objectives of the Amendment, acquisition of property by the Agency will be in conformance with State property acquisition and tenant relocation guidelines

with payment of just compensation, and eminent domain shall be used only as a last resort.

(g) The Agency has a feasible method or plan for the relocation of families and persons who may be displaced, temporarily or permanently, from housing facilities in the Added Area. This finding is based upon the fact that the Agency's plan for relocation, as contained in the Report of the Agency to the City Council, and the Amendment provide for relocation assistance and benefits according to law and authorize the Agency to provide other assistance as determined to be necessary and appropriate under the circumstances.

(h) There are, or shall be provided, within the Added Area or within other areas not generally less desirable with regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and persons who may be displaced from the Added Area, decent, safe and sanitary dwellings equal in number to the number of and available to such displaced families and persons and reasonably accessible to their places of employment. This finding is based upon the fact that in the event any residential displacement is caused by the Amendment, no person or family will be required to move from any dwelling unit until suitable replacement housing is available.

(i) Families and persons shall not be displaced prior to the adoption of a relocation plan pursuant to Sections 33411 and 33411.1 of the Community Redevelopment Law; and dwelling units housing persons and families of low or moderate income within the Added Area shall not be removed or destroyed prior to the adoption of a replacement housing plan pursuant to Sections 33334.5, 33413 and 33413.5 of the Community Redevelopment Law. This finding is based upon the provisions of the Amendment and the Community Redevelopment Law, which provide in part that the Agency shall adopt a Replacement Housing Plan prior to removal of dwelling units from the low and moderate income housing market.

(j) All noncontiguous areas of the Added Area are either blighted or necessary for effective redevelopment and are not included for the purpose of obtaining the allocation of tax increment revenues from such area pursuant to Section 33670 of the Community Redevelopment Law without other substantial justification for their inclusion. This finding is based upon the following facts:

(1) While the Added Area consists of two separate noncontiguous areas, both subareas of the Added Area are contiguous to the original Project Area, resulting in a contiguous Project Area for the Rocklin Redevelopment Project; and

(2) The boundaries of the Added Area were chosen to be added to the Project Area as a unified and consistent whole to include lands that were underutilized because of blighting influences, or affected by the existence of blighting influences, and land uses significantly contributing to the condition of blight, which inclusion is necessary to accomplish the objectives and benefits of the Redevelopment Plan, as amended by the Amendment.

(k) Inclusion of any lands, buildings or improvements in the Added Area which are not detrimental to the public health, safety or welfare is necessary for the effective redevelopment of the entire area of which they are a part; and any area included is necessary for effective redevelopment and is not included for the purpose of obtaining the allocation of tax increment revenues from such area pursuant to Section 33670 of the Community Redevelopment Law without other substantial justification for its inclusion. This finding is based upon the facts, as more particularly set forth in the Report of the Agency to the City Council and the Supplement to the Report of the Agency to the City Council, that the boundaries of the Added Area were chosen as a unified and consistent whole and include all properties contributing to or affected by the blighting conditions characterizing the Added Area.

(l) The elimination of blight and the redevelopment of the Added Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts, as more particularly set forth in the Report of the Agency to the City Council and the Supplement to the Report of the Agency to the City Council, that because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance, low- and moderate-income persons are unable to finance needed improvements, and funds of other public sources and programs are insufficient to eliminate the blighting conditions and provide necessary public improvements and facilities.

(m) The Added Area is a predominantly urbanized area, as defined by subdivision (b) of Section 33320.1. This finding is based upon the facts set forth in the Report of the Agency to the City Council and the Supplement to the Report of the Agency to the City Council.

(n) The time limitations in the Amendment, which are the maximum time limitations authorized under the Community Redevelopment Law, are reasonably related to the proposed projects to be implemented in the Added Area and the ability of the Agency to eliminate blight within the Added Area. This finding is based upon the facts that redevelopment depends, in large part, upon private market forces beyond the control of the Agency and shorter

time limitations would impair the Agency's ability to be flexible and respond to market conditions as and when appropriate and would impair the Agency's ability to maintain development standards and controls over a period of time sufficient to assure area stabilization. In addition, shorter time limitations would limit the revenue sources and financing capacity necessary to carry out proposed projects in the Added Area.

**Section 3.** The Council is satisfied that permanent housing facilities will be available within three (3) years from the time occupants of the Added Area are displaced and that, pending the development of the facilities, there will be available to the displaced occupants adequate temporary housing facilities at rents comparable to those in the community at the time of their displacement.

**Section 4.** In order to implement and facilitate the effectuation of the Amendment, certain official actions must be taken by the City Council; accordingly, the City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Amendment; (b) directs the various officials, departments, boards and agencies of the City of Rocklin having administrative responsibilities in the entire Project Area, including the Original Project Area and the Added Area, likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Amendment; and (d) declares its intention to undertake and complete any proceeding, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Amendment.

**Section 5.** The City Council is satisfied that written findings have been adopted in response to each written objection received from affected taxing entities or property owners either before or at the noticed public hearing. Having considered all evidence and testimony presented for or against any aspect of the Amendment, the Council hereby overrules all written and oral objections to the Amendment.

**Section 6.** The mitigation measures, as identified in Council Resolution No. 97-2, adopted on January 6, 1997, and Agency Resolution No. 97-115, adopted on January 6, 1997, making findings based upon consideration of the Final EIR on the Amendment, are incorporated and made part of the proposed Amendment.

**Section 7.** The Redevelopment Plan for the Rocklin Redevelopment Project, as adopted by Ordinance No. 549, is hereby amended to include the proposed "Rocklin Redevelopment Plan Amendment," a copy of which is on file

in the office of the City Clerk and hereby incorporated by reference herein. The Redevelopment Plan, together with the Amendment, are collectively designated as the official "Redevelopment Plan for the Rocklin Redevelopment Project."

**Section 8.** The City of Rocklin Building Department is hereby directed to advise all applicants for building permits within the Added Area that the site for which a building permit is sought for the construction of buildings or for other improvements is within a redevelopment project area.

**Section 9.** The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Amendment.

**Section 10.** The City Clerk is hereby directed to record with the County Recorder of Placer County a notice of the approval and adoption of the Amendment pursuant to this Ordinance, containing a description of the land within the Added Area and a statement that proceedings for the redevelopment of the Added Area have been instituted under the Community Redevelopment Law.

**Section 11.** The City Clerk is hereby directed to transmit a copy of the description and statement recorded pursuant to Section 10 of this Ordinance, a copy of this Ordinance and a map or plat indicating the boundaries of the Added Area, to the auditor and assessor of the County of Placer, to the governing body of each of the taxing agencies which receives taxes from property in the Added Area and to the State Board of Equalization within thirty (30) days following adoption of this Ordinance.

**Section 12.** The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in the *Placer Herald*, a newspaper of general circulation, published and circulated in the City of Rocklin.

**Section 13.** If any part of this Ordinance or the Amendment which it approves is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Redevelopment Plan, and this City Council hereby declares that it would have passed the remainder of this Ordinance or approved the remainder of the Redevelopment Plan if such invalid portion thereof had been deleted.

**Section 14.** This Ordinance shall be in full force and effect thirty (30) days after its adoption.

PASSED AND ADOPTED this 28th day of January, 1997, by the following vote:

AYES: Councilmembers: Lund, Magnuson, Cullivan, Hill, Yorde

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None



---

Ken Yorde, Mayor

ATTEST:



---

City Clerk

First Reading: 1-6-97  
Second Reading: 1-28-97  
Effective Date: 2-28-97

**ORDINANCE NO. 800**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN  
AMENDING CERTAIN LIMITATIONS WITH RESPECT TO THE  
REDEVELOPMENT PLAN FOR THE ROCKLIN REDEVELOPMENT PROJECT**

WHEREAS, the City Council of the City of Rocklin (the "Council") adopted Ordinance No. 549 on June 10, 1986, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Rocklin Redevelopment Project, and thereafter amended the Redevelopment Plan by Ordinance No. 695, adopted on April 12, 1994; and

WHEREAS, the Council adopted Ordinance No. 753, on January 28, 1997, to provide for the addition of certain areas to the Rocklin Redevelopment Project, pursuant to a Redevelopment Plan Amendment to the Redevelopment Plan (the "Redevelopment Plan Amendment"); and

WHEREAS, the Rocklin Redevelopment Project as initially approved by Ordinance No. 549 is hereinafter referred to as the "Original Project Area" and the areas added pursuant to the Redevelopment Plan Amendment approved by Ordinance No. 753 are hereinafter referred to as the "Added Area"; and

WHEREAS, the California State Legislature in 1998 enacted Assembly Bill No. 1342 ("AB 1342"), authorizing the legislative body having jurisdiction of a redevelopment agency formed pursuant to the California Community Redevelopment Law to amend, no later than December 31, 1999, the redevelopment plans applicable to such agencies with respect to certain time limitations, without complying with the procedural requirements for amending redevelopment plans as set forth in Section 33354.6 or Sections 33450 *et. seq.* of the California Health and Safety Code; and

WHEREAS, the effectiveness of the Redevelopment Plan is currently scheduled to terminate on June 10, 2021, as set forth in Part VIII, Section 800 of the Redevelopment Plan, which date is thirty-five (35) years after the adoption date of the Redevelopment Plan, which termination date may be extended under AB 1342 for an additional five (5) years to June 10, 2026 pursuant to Sections 33333.6(b) and 33333.6(f)(2) of the California Health and Safety Code; and

WHEREAS, the time limit on paying indebtedness or receiving property taxes under the Redevelopment Plan is currently June 10, 2031, as determined pursuant to Section 33333.6(c) of the California Health and Safety Code, which provides that a redevelopment agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 of the California Health and Safety Code after ten (10) years from the termination of the effectiveness of the Redevelopment Plan; and

WHEREAS, if the effectiveness of the Redevelopment Plan is extended five (5) years, the time limit on paying indebtedness or receiving property taxes under the Redevelopment Plan may also be extended five (5) years, which date would therefore be extended to June 10, 2036;

NOW, THEREFORE, the city council of the City of Rocklin does ordain as follows:

**Section 1.** Part VIII, Section 800 of the Redevelopment Plan for the Original Project Area is hereby amended to read as follows:

"VIII. [§800] DURATION OF THIS PLAN

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty (40) years from the date of adoption of this Plan by the City Council."

**Section 2.** The time limit on paying indebtedness or receiving property taxes under the Redevelopment Plan as set forth in Section 2 of said Ordinance No. 695 is hereby amended to provide that, except for loans and indebtedness approved or incurred prior to December 31, 1993, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 of the California Health and Safety Code after June 10, 2036.

**Section 3.** The time limits provided for in Section 1 and Section 2 shall apply only to the Original Project Area and shall have no application to the Added Area, all time limits applicable to the Added Area being set forth in the Redevelopment Plan Amendment.

**Section 4.** This Ordinance shall be in full force and effect thirty (30) days after its passage.

**Section 5.** The City Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same to be published once in the Placer Herald, a newspaper of general circulation, published and circulated in the City of Rocklin, California.

INTRODUCED on the 23rd day of March, 1999, and PASSED AND ADOPTED this 13th day of April, 1999, by the following vote:

AYES: Council Members: Yorde, Lund, Hill, Magnuson, Cullivan  
NOES: Council Members: None  
ABSENT: Council Members: None  
ABSTAIN: Council Members: None

  
\_\_\_\_\_  
Connie Cullivan, Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

First Reading: 3-23-99  
Second Reading: 4-13-99  
Effective Date: 5-13-99

**ORDINANCE NO. 876****ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN  
APPROVING AND ADOPTING AMENDMENT NO. 4 TO THE  
REDEVELOPMENT PLAN FOR THE ROCKLIN REDEVELOPMENT  
PROJECT (1) ELIMINATING, AS TO THE ORIGINAL PROJECT AREA  
ONLY, THE TIME LIMIT FOR ESTABLISHING LOANS, ADVANCES OR  
INDEBTEDNESS TO CARRY OUT THE REDEVELOPMENT PLAN AND (2)  
EXTENDING, AS TO BOTH THE ORIGINAL PROJECT AREA AND THE  
ADDED AREA, THE TIME LIMIT ON THE EFFECTIVENESS OF THE  
REDEVELOPMENT PLAN AND THE TIME LIMIT ON THE REPAYMENT OF  
INDEBTEDNESS AND RECEIPT OF TAX INCREMENT FUNDS**

**WHEREAS**, the City Council of the City of Rocklin, California (the "City Council"); adopted Ordinance No. 549 on June 10, 1986, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Rocklin Redevelopment Project (the "Original Project Area"); and

**WHEREAS**, on April 12, 1994, the City Council adopted Ordinance No. 695 amending the Redevelopment Plan ("Amendment No. 1") to establish time limits applicable to the Original Project Area in conformance with Section 33333.6 of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*, "CRL"); and

**WHEREAS**, on January 28, 1997, the City Council adopted Ordinance No. 753 amending the Redevelopment Plan ("Amendment No. 2") to add new territory to the Project Area (the "Added Area") and adopted a separate Redevelopment Plan for the Added Area Amendment; and

**WHEREAS**, on April 13, 1999, the City Council adopted Ordinance No. 800 amending the Redevelopment Plan ("Amendment No. 3") to extend certain time limits applicable to the Original Project Area in conformance with Section 33333.6 of the CRL; and

**WHEREAS**, the Redevelopment Agency of the City of Rocklin (the "Agency") is designated as the official redevelopment agency to carry out in the City of Rocklin the functions and requirements of the CRL and to implement the Redevelopment Plan; and

**WHEREAS**, Section 33333.6(e)(2)(B) of the CRL provides that on or after January 1, 2002, a redevelopment plan for a project area that was adopted prior to January 1, 1994, may be amended by the legislative body by adoption of an ordinance to eliminate the time limit on the establishment of loans, advances, and indebtedness previously required by that section; and

**WHEREAS**, Section 33333.6(e)(2)(B) of the CRL further provides that in adopting an ordinance eliminating the time limit on the establishment of loans, advances, and indebtedness, neither the legislative body nor the redevelopment agency is required to comply with CRL Section 33354.6 or CRL Article 12 or any other provision of the CRL relating to the amendment of redevelopment plans, except that the redevelopment agency shall make the payment to affected taxing entities required by CRL Section 33607.7; and

**WHEREAS**, the time limit on the establishment of loans, advances, and indebtedness applicable to the Original Project Area is set forth in Section 502 of the Redevelopment Plan adopted by Ordinance No. 549, as amended by Ordinance No. 695 (Ordinance No. 800 did not amend the time limit on the establishment of loans, advances, and indebtedness); and

**WHEREAS**, the Agency has proposed that the Redevelopment Plan, as applicable to the Original Project Area, be amended for the purpose of eliminating that time limit as authorized by CRL Section 33333.6(e)(2); and

**WHEREAS**, Sections 33333.2(c) and 33333.6(e)(2)(C) of the CRL provide that when an agency is required to make a payment pursuant to Section 33681.9 of the CRL, the legislative body may amend the redevelopment plan by adoption of an ordinance to extend, by one year, the time limit on the effectiveness of the redevelopment plan and the time limit on the repayment of indebtedness and receipt of tax increment funds; and

**WHEREAS**, Sections 33333.2(c) and 33333.6(e)(2)(C) of the CRL further provide that in adopting an ordinance extending the time limit on the effectiveness of the redevelopment plan and the time limit on the repayment of indebtedness and receipt of tax increment funds, neither the legislative body nor the redevelopment agency is required to comply with CRL Section 33354.6 or CRL Article 12 or any other provision of the CRL relating to the amendment of redevelopment plans, including, but not limited to, the requirement to make the payment to affected taxing entities required by CRL Section 33607.7; and

**WHEREAS**, on September 23, 2003, the California Director of Finance notified the Agency that it is required to make a payment pursuant to Section 33681.9 of the CRL; and

**WHEREAS**, the Agency has proposed that the Redevelopment Plan be amended, as to both the Original Project Area and the Added Area, for the purpose of extending, by one year, the time limit on the effectiveness of the Redevelopment Plan and the time limit on the repayment of indebtedness and receipt of tax increment funds;

**NOW, THEREFORE**, the City Council of the City of Rocklin, does hereby ordain as follows:

Section 1. The Redevelopment Plan for the Rocklin Redevelopment Project is hereby amended to eliminate, as to the Original Project Area only, the existing June 10, 2006, time limit for the Agency to establish or incur loans, advances or indebtedness to finance the redevelopment of the Original Project Area. Specifically, the last paragraph of Section 502 of the Redevelopment Plan for the Original Project Area, as adopted by Ordinance No. 549 and amended by Section 1 of Ordinance No. 695, is hereby deleted in its entirety.

Section 2. The Redevelopment Plan for the Rocklin Redevelopment Project is hereby amended, as to both the Original Project Area and the Added Area, to extend, by one year, the time limit on the effectiveness of the Redevelopment Plan and the time limit on the repayment of indebtedness and receipt of tax increment funds. Specifically, the amendments made by this Section 2 are as follows:

(a) Original Project Area. The last paragraph of Section 800 of the Redevelopment Plan for the Original Project Area, as adopted by Ordinance No. 549 and amended by Section 1 of Ordinance No. 800, is hereby amended in its entirety to read as follows:

#### VIII. [§800] DURATION OF THIS PLAN

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for forty-one (41) years from the date of adoption of this Plan by the City Council.

(b) Original Project Area. The time limit on paying indebtedness or receiving tax increment funds under the Redevelopment Plan for the Original Project Area as set forth in Section 2 of Ordinance No. 800 is hereby amended to provide that, except for loans and indebtedness approved or incurred prior to December 31, 1993, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 of the California Health and Safety Code after June 10, 2037.

(c) Added Area. Section 610 of the Redevelopment Plan for the Added Area Amendment, as adopted by Ordinance No. 753, is hereby amended in its entirety to read as follows:

#### Section 610 - TERM OF THIS PLAN'S DEVELOPMENT CONTROLS

Except for the nondiscrimination and nonsegregation provisions, which shall run in perpetuity, the Agency shall have authority to act pursuant to this Plan for a period not to exceed thirty-one (31) years from the date of adoption by the City Council. After this time limit, the Agency shall have no authority to act pursuant to this Plan except to pay previously incurred indebtedness and to enforce existing covenants or contracts, unless the

Agency has not completed its housing obligations pursuant to Section 33413 of the California Community Redevelopment Law, in which case the Agency shall retain its authority to implement requirements under said Section 33413, including its ability to incur and pay indebtedness for this purpose.

(d) Added Area. Section 570.2 of the Redevelopment Plan for the Added Area Amendment, as adopted by Ordinance No. 753, is hereby amended in its entirety to read as follows:

570.2 The Agency may utilize the proceeds of property taxes received pursuant to Section 33670 to repay indebtedness for a period not to exceed forty-six (46) years from the adoption of this Plan by the City Council.

Section 3. In connection with the amendment to the Redevelopment Plan approved and adopted in Section 1 of this Ordinance, the Agency shall make the payments to affected taxing entities required by CRL Section 33607.7 from tax increments allocated to the Agency from the Original Project Area.

Section 4. Ordinance No. 549, as amended by Ordinance Nos. 695, 753 and 800, is continued in full force and effect as amended by this Ordinance.

Section 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, whereupon the Agency is vested with the responsibility for carrying out the Redevelopment Plan as amended by this Ordinance.

Section 6. CEQA. The amendment to the Redevelopment Plan approved and adopted in this Ordinance is not a project subject to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.).

Section 7. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

Section 8. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its passage.

Section 9. Publication. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Councilmembers voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Councilmembers voting for and against the ordinance, to be published in the Placer Herald, and shall post in the

office of the City Clerk a certified copy of the City Councilmembers voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

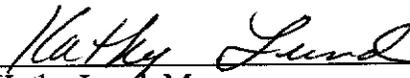
PASSED AND ADOPTED this 28th day of October, 2003, by the following roll call vote:

AYES: Councilmembers: Magnuson, Yorde, Hill, Storey, Lund

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None

  
\_\_\_\_\_  
Kathy Lund, Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

First Reading: 10-14-03  
Second Reading: 10-28-03  
Effective Date: 11-28-03

e:\clerk\ord\agency amend\bel\10/29/03

**ORDINANCE NO. 888****ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN  
AMENDING ORDINANCE NOS. 549, 695, 753, 800 AND 876  
AND APPROVING AND ADOPTING  
THE FIFTH AMENDMENT TO THE REDEVELOPMENT PLAN  
FOR THE ROCKLIN REDEVELOPMENT PROJECT**

WHEREAS, the Redevelopment Plan for the Rocklin Redevelopment Project (the "Project") was adopted by the City Council of the City of Rocklin on June 10, 1986, by Ordinance No. 549 (adopting the "Original Project Area" or "1986 Project Area"), and amended by the City Council of the City of Rocklin on April 12, 1994, by Ordinance No. 695 (the "First Amendment"), on January 28, 1997, by Ordinance No. 753 (the "Second Amendment," adopting a separate Redevelopment Plan for the "1997 Added Area"), on April 13, 1999, by Ordinance No. 800 (the "Third Amendment") and on October 28, 2003, by Ordinance No. 876 (the "Fourth Amendment"); and

WHEREAS, the City Council of the City of Rocklin (the "City Council") has received from the Redevelopment Agency of the City of Rocklin (the "Agency") the proposed Fifth Amendment (the "Fifth Amendment") to the Redevelopment Plan (the "Redevelopment Plan") for the Rocklin Redevelopment Project (the "Project"), a copy of which is on file at the office of the City Clerk at 3970 Rocklin Road, Rocklin, California, together with the Report of the Agency to the City Council on the proposed Fifth Amendment (the "Agency's Report"), including: (1) the reasons for amending the Redevelopment Plan; (2) a description of the effect of the Fifth Amendment on the physical and economic conditions existing in the Project Area; (3) a description of the effect of the Fifth Amendment on Project Area projects and programs and an explanation of how the proposed projects and programs will alleviate the blighting conditions in the Project Area; (4) the effect of the Fifth Amendment on the method of financing the continued redevelopment of the Project Area, including an assessment of the continued economic feasibility of the amended redevelopment program; (5) related amendments to the Implementation Plan for the Project; (6) a description of the effect of the Fifth Amendment on the method or plan for relocation in the Project Area; (7) the report and recommendations of the Planning Commission of the City of Rocklin (the "Planning Commission"); (8) a summary of consultations with Project Area owners, residents, community organizations and others; (9) the Negative Declaration for the proposed Fifth Amendment; (10) a summary of consultations with affected taxing agencies; and (11) a neighborhood impact report; and

WHEREAS, the proposed Fifth Amendment would add public improvements projects to the Redevelopment Plan, re-establish eminent domain in the original 1986 Project Area as to non-residentially occupied property, consolidate the two existing Redevelopment Plan documents into a single Amended and Restated Redevelopment Plan, reduce the tax increment limit applicable to the 1997 Added Area, and make changes to update the text of the Redevelopment Plan; and

WHEREAS, by Resolution No. PC-2004-12, adopted on February 17, 2004, the Planning Commission has reported that the proposed Fifth Amendment is consistent with the General Plan of the City of Rocklin, and has recommended approval of the proposed Fifth Amendment; and

WHEREAS, the Agency prepared and circulated a Negative Declaration (the "Negative Declaration") for the proposed Fifth Amendment in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) and the Guidelines for Implementation of the California Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.); and

WHEREAS, the Agency and the City Council have reviewed and considered the Negative Declaration for the proposed Fifth Amendment and have determined that there is no substantial evidence that the proposed Fifth Amendment will have a significant effect on the environment; and

WHEREAS, the City Council and the Agency held a joint public hearing in the City Council Chambers, 3970 Rocklin Road, Rocklin, California, on May 25, 2004, to consider the approval and adoption of the proposed Fifth Amendment; and

WHEREAS, a notice of said hearing was duly and regularly published in The Placer Herald, a newspaper of general circulation in the City of Rocklin, once a week for four successive weeks prior to the date of said hearing, and a copy of said notice and the affidavit of publication are on file with the City Clerk and the Agency; and

WHEREAS, copies of the notice of joint public hearing were mailed by first-class mail to the last known address of each assessee of each parcel of land in the Project Area as shown on the last equalized assessment roll of the County of Placer; and

WHEREAS, copies of the notice of joint public hearing were mailed by first-class mail to all residential and business occupants within the Project Area; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each taxing agency which receives taxes from property in the Project Area; and

WHEREAS, the City Council has considered the Agency's Report, the report and recommendations of the Planning Commission, the proposed Fifth Amendment, and the Negative Declaration, has provided an opportunity for all persons to be heard and has received and considered all evidence and testimony presented for or against any and all aspects of the proposed Fifth Amendment; and

WHEREAS, no written objections to the proposed Fifth Amendment were received, either before or at the noticed public hearing, from an affected taxing entity or property owner; and

WHEREAS, all actions required by law have been taken by all appropriate public bodies;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROCKLIN DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The purpose and intent of the City Council with respect to the Fifth Amendment is to promote the full and effective implementation of the Redevelopment Plan for the Project.

Section 2. The City Council hereby finds and determines that:

(a) It is necessary and desirable to amend the Redevelopment Plan in the manner set forth in the proposed Fifth Amendment in order to carry out the redevelopment of the Project Area and make possible the full achievement of the goals and objectives of the Redevelopment Plan. This finding is based upon the facts set forth in the Agency's Report, in particular that without the addition of the public improvements projects included in the Fifth Amendment the Agency's redevelopment efforts will be impaired.

(b) The Redevelopment Plan, as it is proposed to be amended by the Fifth Amendment, will aid in the redevelopment of the Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety, and welfare. This finding is based upon the facts set forth in the Agency's Report, in particular that continued implementation of the Redevelopment Plan will serve to eliminate blighting conditions and improve physical and economic conditions in the Project Area and that the addition of the public improvements projects included in the Fifth Amendment is necessary to the full and effective implementation of the Redevelopment Plan.

(c) The adoption and carrying out of the Redevelopment Plan, as it is proposed to be amended by the Fifth Amendment, is economically sound and feasible. This finding is based upon the facts set forth in the Agency's Report, in particular that the activities proposed to implement the Redevelopment Plan, as it is proposed to be amended by the Fifth Amendment, can be completed within the time and resources of the Project Area as currently projected. This finding is further based upon the facts that the Agency will continue to have the authority to seek and utilize a variety of potential financing resources, including tax increments; that the nature and timing of redevelopment activities will depend on the amount and availability of such financing resources, including tax increments generated by new investment in the Project Area; and that no redevelopment activity will be undertaken unless the Agency can demonstrate that it has adequate revenue to finance the activity.

(d) The Redevelopment Plan, as it is proposed to be amended by the Fifth Amendment, is consistent with the General Plan of the City of Rocklin. This finding is based upon the findings of the Planning Commission set forth in Resolution No. PC-2004-12, adopted on February 17, 2004, a copy of which is included in the Agency's Report.

(e) The carrying out of the Redevelopment Plan, as it is proposed to be amended by the Fifth Amendment, would promote the public peace, health, safety, and welfare of the City of Rocklin and will effectuate the purposes and policy of the Community Redevelopment Law. This finding is based upon the facts set forth in the Agency's Report, in particular that redevelopment, as contemplated by the Redevelopment Plan, will benefit the Project Area by correcting conditions of blight and by coordinating public and private actions to stimulate development and improve the physical and economic conditions of the Project Area, and that the addition of the public improvement projects included in the Fifth Amendment is necessary to the full and effective implementation of the Redevelopment Plan.

(f) The condemnation of real property, as provided for in the proposed Fifth Amendment, is necessary to the execution of the Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as provided by law. This finding is based upon the fact that without eminent domain authority the Agency's redevelopment efforts may be impaired. This finding is further based on the fact that in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.) and the California Relocation and Real Property Acquisition Laws (Government Code Section 7260 et seq.), including provisions requiring the payment of just compensation.

(g) The Agency has a feasible method or plan for the relocation of families and persons displaced from the Project Area if the Redevelopment Plan, as it is proposed to be amended by the Fifth Amendment, may result in the temporary or permanent displacement of any occupants of housing facilities in the Project Area. This finding is based upon the facts set forth in the Agency's Report, in particular that (1) the Agency will comply with the California Relocation Assistance Law (Government Code Section 7260 et seq.) and the relocation guidelines promulgated by the California Department of Housing and Community Development pursuant thereto, (2) that the Redevelopment Plan, as it is proposed to be amended by the Fifth Amendment, does not authorize the use of eminent domain authority to acquire property on which any persons reside, and (3) the Implementation Plan for the Project does not contemplate any actions that would lead to the displacement of any occupants of housing facilities in the Project Area.

(h) There are, or shall be provided, in the Project Area or in other areas not generally less desirable in regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and persons displaced from the Project Area, decent, safe, and sanitary dwellings equal in number to the number of and available to the displaced families and persons and reasonably accessible to their

places of employment. Families and persons shall not be displaced prior to the adoption of a relocation plan pursuant to Health and Safety Code Sections 33411 and 33411.1. Dwelling units housing persons and families of low or moderate income shall not be removed or destroyed prior to the adoption of a replacement housing plan pursuant to Health and Safety Code Sections 33334.5, 33413 and 33413.5.

Section 3. The City Council is satisfied that permanent housing facilities will be available within three years from the time occupants of the Project Area, if any, are displaced and that, pending the development of such facilities, there will be available to any such displaced occupants temporary housing facilities at rents comparable to those in the City of Rocklin at the time of their displacement.

Section 4. In order to implement and facilitate the effectuation of the proposed Fifth Amendment, certain official actions must be taken by the City Council; accordingly, the City Council hereby: (a) pledges its cooperation in helping to carry out the Redevelopment Plan, as amended by the Fifth Amendment; (b) directs the various officials, departments, boards, and agencies of the City of Rocklin having administrative responsibilities in the Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Redevelopment Plan, as amended by the Fifth Amendment; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Redevelopment Plan, as amended by the Fifth Amendment; and (d) declares its intention to undertake and complete any proceeding, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Redevelopment Plan, as amended by the Fifth Amendment.

Section 5. Having received no written objections to the Fifth Amendment from an affected taxing entity or property owner, and having considered all evidence and testimony presented for or against any aspect of the Fifth Amendment, the City Council hereby overrules all objections to the Fifth Amendment.

Section 6. The Redevelopment Plan, as adopted and amended by Ordinance Nos. 549, 695, 753, 800 and 876, is hereby further amended as set forth in the Fifth Amendment attached hereto and incorporated herein by reference, and officially designated as the "Amended and Restated Redevelopment Plan for the Rocklin Redevelopment Project."

Section 7. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan, as amended by the Fifth Amendment.

Section 8. The City Clerk is hereby directed to record with the County Recorder of Placer County a notice of the approval and adoption of the Fifth Amendment pursuant to this Ordinance, containing a statement that proceedings for the redevelopment of the Project Area pursuant to the Redevelopment Plan, as amended by the Fifth Amendment, have been instituted under the Community Redevelopment Law.

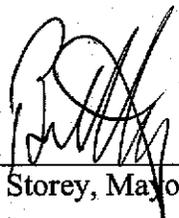
Section 9. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Councilmembers voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Councilmembers voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the City Councilmembers voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

Section 10. If any part of this Ordinance or the Fifth Amendment which it approves is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Fifth Amendment, and this City Council hereby declares that it would have passed the remainder of this Ordinance or approved the remainder of the Fifth Amendment if such invalid portion thereof had been deleted.

Section 11. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

PASSED AND ADOPTED this 8th day of June, 2004, by the following roll call vote:

|          |                 |                                     |
|----------|-----------------|-------------------------------------|
| AYES:    | Councilmembers: | Lund, Hill, Magnuson, Yorde, Storey |
| NOES:    | Councilmembers: | None                                |
| ABSENT:  | Councilmembers: | None                                |
| ABSTAIN: | Councilmembers: | None                                |

  
\_\_\_\_\_  
Brett Storey, Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

First Reading: 5/25/04  
Second Reading: 6/8/04  
Effective Date: 7/8/04

e:\clerk\ord\rdaplanamend\bei\06/09/04

**FIFTH AMENDMENT TO THE  
REDEVELOPMENT PLAN FOR THE  
ROCKLIN REDEVELOPMENT PROJECT**

The Redevelopment Plan (the "Redevelopment Plan") for the Rocklin Redevelopment Project (the "Project"), as adopted by the City Council of the City of Rocklin on June 10, 1986, by Ordinance No. 549 (adopting the "Original Project Area" or "1986 Project Area"), and amended by the City Council of the City of Rocklin on April 12, 1994, by Ordinance No. 695 (the "First Amendment"), on January 28, 1997, by Ordinance No. 753 (the "Second Amendment," adopting a separate Redevelopment Plan for the "1997 Added Area"), on April 13, 1999, by Ordinance No. 800 (the "Third Amendment") and on October 28, 2003, by Ordinance No. 876 (the "Fourth Amendment"), is hereby amended and restated in its entirety to read as set forth in the "Amended and Restated Redevelopment Plan for the Rocklin Redevelopment Plan," attached hereto and incorporated herein by this reference.

As set forth in Section 100 of the attached Amended and Restated Redevelopment Plan for the Rocklin Redevelopment Project, its purpose is to:

- **Consolidate the text of the two existing separate Redevelopment Plans for the Project into a single document for ease of reference;**
- Update the text of the Redevelopment Plan to incorporate all amendments to date reflected in Ordinance Nos. 695, 800 and 876;
- Update the text of the Redevelopment Plan for conformity with current applicable requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 *et seq.*);
- Reduce, from \$350 million to \$275 million, the limitation on the total amount of tax increments that may be allocated to the Redevelopment Agency of the City of Rocklin (the "Agency") from the 1997 Added Area to be consistent with the agreement entered into between the Agency and the County of Placer dated January 14, 1997;
- Re-establish, for an additional twelve (12) years, the time limit on the use of eminent domain to acquire within the Original Project Area, except property that is occupied as a residence;
- Update the land use map to show current land uses permitted in the Project Area by the City's General Plan; and
- Modify and update the list of proposed public improvement projects that may be undertaken by the Agency in the implementation of the Amended and Restated Redevelopment Plan and the redevelopment of the Project Area.

**AMENDED AND RESTATED  
REDEVELOPMENT PLAN  
FOR THE  
ROCKLIN REDEVELOPMENT PROJECT**

(Fifth Amendment to the Redevelopment Plan for the  
Rocklin Redevelopment Project, approved and adopted on  
June 8, 2004, by Ordinance No. 888)

**Prepared by the  
REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN**

## TABLE OF CONTENTS

|   | <u>Page</u> |
|---|-------------|
| I. [§100] INTRODUCTION .....  | 1           |
| II. [§200] DEFINITIONS.....   | 2           |
| III. [§300] DESCRIPTION OF PROJECT AREA.....  | 3           |
| IV. [§400] PROPOSED REDEVELOPMENT ACTIONS .....   | 4           |
| A. [§401] General.....  | 4           |
| B. [§402] Participation Opportunities; Extension of Preferences for<br>Reentry Within Redeveloped Project Area..... | 5           |
| 1. [§403] Opportunities for Owners and Business Tenants.....  | 5           |
| 2. [§404] Rules for Participation Opportunities, Priorities and<br>Preferences .....                                | 5           |
| 3. [§405] Participation Agreements.....   | 6           |
| 4. [§406] Conforming Owners .....   | 6           |
| C. [§407] Cooperation with Public Bodies .....  | 6           |
| D. [§408] Property Acquisition.....   | 7           |
| 1. [§409] Real Property .....   | 7           |
| 2. [§410] Personal Property.....  | 8           |
| E. [§411] Property Management.....  | 8           |
| F. [§412] Payments to Taxing Entities in Lieu of Taxes.....   | 8           |
| G. [§413] Relocation of Persons, Business Concerns and Others Displaced<br>by the Project .....                     | 9           |
| 1. [§414] Assistance in Finding Other Locations.....  | 9           |
| 2. [§415] Relocation Payments.....  | 9           |
| H. [§416] Demolition, Clearance and Site Preparation.....   | 9           |
| 1. [§417] Demolition and Clearance.....   | 9           |

|   | <u>Page</u> |
|---|-------------|
| 2.     [§418] Preparation of Building Sites.....                                  | 9           |
| I.     [§419] Property Disposition and Development.....                           | 10          |
| 1.     [§420] Real Property Disposition and Development.....                      | 10          |
| a.     [§421] General.....  | 10          |
| b.     [§422] Disposition and Development Documents.....                          | 10          |
| c.     [§423] Development by the Agency.....                                      | 11          |
| d.     [§424] Development Plans .....   | 11          |
| 2.     [§425] Personal Property Disposition .....                                 | 11          |
| J.     [§426] Rehabilitation, Conservation and Moving of Structures .....         | 11          |
| 1.     [§427] Rehabilitation and Conservation.....                                | 11          |
| 2.     [§428] Moving of Structures .....  | 12          |
| K.     [§429] Low- and Moderate-Income Housing.....                               | 12          |
| 1.     [§430] Replacement Housing.....  | 12          |
| 2.     [§431] Increased, Improved and Preserved Housing Supply.....               | 12          |
| 3.     [§432] Inclusionary Housing.....   | 14          |
| 4.     [§433] Duration of Dwelling Unit Availability.....                         | 14          |
| V.     [§500] USES PERMITTED IN THE PROJECT AREA .....                            | 15          |
| A.     [§501] Redevelopment Land Use Map.....                                     | 15          |
| B.     [§502] Other Land Uses .....   | 15          |
| 1.     [§503] Public Rights-of-Way .....  | 15          |
| 2.     [§504] Other Public, Semi-Public, Institutional and<br>Nonprofit Uses..... | 16          |
| 3.     [§505] Interim Uses.....   | 16          |
| 4.     [§506] Nonconforming Uses .....  | 16          |

|   | <u>Page</u> |
|---|-------------|
| C.    [§507] General Controls and Limitations.....                              | 17          |
| 1.    [§508] Construction.....  | 17          |
| 2.    [§509] Rehabilitation and Retention of Properties.....                    | 17          |
| 3.    [§510] Limitation on the Number of Buildings.....                         | 17          |
| 4.    [§511] Limitation on the Number of Dwelling Units.....                    | 17          |
| 5.    [§512] Limitation on Type, Size and Height of Buildings.....              | 17          |
| 6.    [§513] Open Spaces, Landscaping, Light, Air and Privacy .....             | 18          |
| 7.    [§514] Signs.....   | 18          |
| 8.    [§515] Utilities.....   | 18          |
| 9.    [§516] Incompatible Uses.....   | 18          |
| 10.   [§517] Nondiscrimination and Nonsegregation .....                         | 18          |
| 11.   [§518] Subdivision of Parcels .....                                       | 18          |
| 12.   [§519] Minor Variations.....  | 18          |
| D.    [§520] Design for Development.....  | 19          |
| E.    [§521] Building Permits .....   | 19          |
| VI.   [§600] METHODS OF FINANCING THE PROJECT .....                             | 20          |
| A.   [§601] General Description of the Proposed Financing Method.....           | 20          |
| B.   [§602] Tax Increment Funds .....   | 20          |
| C.   [§603] Pledge of Tax Increment Funds; Issuance of Bonds and<br>Notes ..... | 21          |
| D.   [§604] Financing Limitations .....   | 22          |
| 1.   [§605] 1986 Project Area .....   | 22          |
| 2.   [§606] 1997 Added Area.....  | 22          |

|   | <u>Page</u> |
|---|-------------|
| E.    [§607] Payments to Taxing Entities to Alleviate Financial Burden<br>or Detriment..... | 23          |
| VII.  [§700] ACTIONS BY THE CITY .....  | 23          |
| VIII. [§800] ENFORCEMENT .....  | 24          |
| IX.   [§900] DURATION OF THIS PLAN .....  | 25          |
| X.    [§1000] PROCEDURE FOR AMENDMENT .....   | 25          |

Attachments

|                  |  |
|------------------|--|
| Attachment No. 1 | Legal Description of the Project Area Boundaries |
| Attachment No. 2 | Project Area Map                                 |
| Attachment No. 3 | Redevelopment Land Use Map                       |
| Attachment No. 4 | Proposed Public Improvements                     |

**AMENDED AND RESTATED  
REDEVELOPMENT PLAN  
FOR THE  
ROCKLIN REDEVELOPMENT PROJECT**

**I. [§100] INTRODUCTION**

On June 10, 1986, by Ordinance No. 549, the City Council of the City of Rocklin adopted the Redevelopment Plan for the Rocklin Redevelopment Project (the "Original Project"). The property included within the boundaries of the Original Project Area is hereinafter referred to as the "1986 Project Area."

On April 12, 1994, by Ordinance No. 695, the City Council of the City of Rocklin amended the Redevelopment Plan for the Original Project in order to establish and amend certain time limitations applicable to the 1986 Project Area.

On January 28, 1997, by Ordinance No. 753, the City Council of the City of Rocklin amended the 1986 Project Area to include additional territory (hereinafter referred to as the "1997 Added Area") and adopted a separate Redevelopment Plan for the Redevelopment Plan Amendment (the "Added Area Project").

On April 13, 1999, by Ordinance No. 800, the City Council of the City of Rocklin amended the Redevelopment Plan for the Original Project in order to amend certain time limitations applicable to the 1986 Project Area.

Finally, on October 28, 2003, by Ordinance No. 876, the City Council amended the Redevelopment Plan for the Original Project in order to repeal the time limitation on incurring indebtedness applicable to the 1986 Project Area.

This Amended and Restated Redevelopment Plan (the "Plan") for the Rocklin Redevelopment Project (the "Project") amends, consolidates and restates in their entirety the Redevelopment Plan for the Original Project and the Redevelopment Plan for the Added Area Project. As used herein, the term "Project Area" shall mean and include both the 1986 Project Area and the 1997 Added Area. However, certain restrictions or limitations contained in this Plan apply only to one or the other of such areas, as specifically indicated in this Plan. This Plan includes the following changes to the prior redevelopment plan documents and the ordinances adopting them:

- Consolidates the text of the two separate Redevelopment Plans, as appropriate, into a single document for ease of reference;
- Updates the text to incorporate all amendments to-date reflected in Ordinance Nos. 695, 800 and 876;
- Updates the text for conformity with current applicable requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.);

- Reduces, from \$350 million to \$275 million, the limitation on the total amount of tax increments that may be allocated to the Agency from the 1997 Added Area to be consistent with the agreement entered into between the Agency and the County of Placer dated January 14, 1997, approved by Resolution 97-13;
- Re-establishes, for an additional twelve (12) years, the time limit on the use of eminent domain to acquire property within the 1986 Project Area, except property that is occupied as a residence;
- Updates the land use map to show current land uses permitted in the Project Area by the City's General Plan; and
- Modifies and updates the list of proposed public improvement projects that may be undertaken by the Redevelopment Agency of the City of Rocklin (the "Agency") in the implementation of this Plan and the redevelopment of the Project Area.

This Plan consists of the Text, the Legal Description of the Project Area Boundaries (Attachment No. 1), the Project Area Map (Attachment No. 2), the Redevelopment Land Use Map (Attachment No. 3) and the Proposed Public Improvements (Attachment No. 4). This Plan was prepared by the Agency pursuant to the California Community Redevelopment Law, the California Constitution and all applicable local laws and ordinances.

Many of the requirements contained in this Plan are necessitated by and in accord with statutory provisions in effect at the time of adoption of this Plan. Such statutory provisions may be changed from time to time. In the event that any such changes affect this Plan's requirements, and would be applicable to the Agency, the Project or this Plan, whether or not this Plan was formally amended to reflect such changes, then the requirements of this Plan that are so affected shall be superseded by such changes to the extent necessary to be in conformity with such changes.

This Plan provides the Agency with powers, duties and obligations to implement and further the program generally formulated in this Plan for the redevelopment, rehabilitation and revitalization of the Project Area. Because of the long-term nature of this Plan, and the need to retain in the Agency flexibility to respond to market and economic conditions, property owner and developer interests, and opportunities from time-to-time presented for redevelopment, this Plan does not present a precise plan or establish specific projects for the redevelopment, rehabilitation and revitalization of any area within the Project Area, nor does this Plan present specific proposals in an attempt to solve or alleviate the concerns and problems of the community relating to the Project Area. Instead, this Plan presents a process and a basic framework within which specific plans will be presented, specific projects will be established and specific solutions will be proposed, and by which tools are provided to the Agency to fashion, develop and proceed with such specific plans, projects and solutions.

The purposes of the Community Redevelopment Law will be attained through, and the major goals of this Plan are:

- A. The elimination of environmental deficiencies in the Project Area, including, among others, small and irregular lots, incompatible and uneconomic land uses,

obsolete and aged building types and land uses, and inadequate or deteriorated public improvements and facilities.

- B. The assembly of land into parcels suitable for modern, integrated development with improved pedestrian and vehicular circulation in the Project Area.
- C. The replanning, redesign and development of undeveloped areas that are stagnant or improperly utilized.
- D. The strengthening of retail and other commercial functions in the downtown area.
- E. The provision of opportunities for participation by owners and tenants in the revitalization of their properties.
- F. The strengthening, expansion and diversification of the economic and employment base of the Project Area and the community by the installation of needed site improvements to stimulate new commercial and light industrial expansion, employment and economic growth, and through the facilitation of more year-round employment opportunities.
- G. The provision of adequate land for parking and open space.
- H. The establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project.
- I. The increase, improvement and/or preservation of the City's supply of housing for low- and moderate-income persons, through rehabilitation, reconstruction, new construction and other programs.
- J. The creation/enhancement of recreational and cultural opportunities available to the residents of the Project Area and the City.

## II. [§200] DEFINITIONS

As used in this Plan, the following terms, unless otherwise noted, are defined to mean:

- A. "1986 Project Area" means the area included within the boundaries of the Original Project.
- B. "1997 Added Area" means the area included within the boundaries of the Added Area Project.
- C. "Added Area Project" means the Redevelopment Plan for the Redevelopment Plan Amendment adopted by the City Council on January 28, 1997, by Ordinance No. 753.
- D. "Agency" means the Redevelopment Agency of the City of Rocklin, California.

- E. "City" means the City of Rocklin, California.
- F. "City Council" means the City Council of the City of Rocklin, California.
- G. "Original Project" means the Redevelopment Plan for the Rocklin Redevelopment Project adopted by the City Council on June 10, 1986, by Ordinance No. 549.
- H. "Person" means any individual or any public or private entity.
- I. "Plan" means this Amended and Restated Redevelopment Plan for the Rocklin Redevelopment Project.
- J. "Planning Commission" means the Planning Commission of the City of Rocklin, California.
- K. "Project" means the Rocklin Redevelopment Project, which is the subject of this Plan.
- L. "Project Area" means the area included within the boundaries of the Project, consisting of the 1986 Project Area and the 1997 Added Area.
- M. "Redevelopment Law" means the Community Redevelopment Law of the State of California (California Health and Safety Code Section 33000 *et seq.*).

### III. [§300] DESCRIPTION OF PROJECT AREA

The boundaries of the Project Area are described in the "Legal Description of the Project Area Boundaries," attached hereto as Attachment No. 1 and incorporated herein by reference, and are shown on the "Project Area Map," attached hereto as Attachment No. 2 and incorporated herein by reference. The boundaries of the 1986 Project Area and the 1997 Added Area are separately described in Attachment No. 1 and are separately shown on Attachment No. 2.

### IV. [§400] PROPOSED REDEVELOPMENT ACTIONS

#### A. [§401] General

The Agency proposes to eliminate and prevent the spread of blight and deterioration in the Project Area by:

1. The acquisition of certain real property;
2. The demolition or removal of certain buildings and improvements;
3. Providing for participation by owners and tenants of properties presently located in the Project Area and the extension of preferences to business occupants desiring to remain or relocate within the redeveloped Project Area;

4. The management of any property acquired by and under the ownership and control of the Agency;
5. Providing relocation assistance to displaced Project Area occupants;
6. The installation, construction or reconstruction of streets, utilities and other public improvements and facilities;
7. The disposition of property for uses in accordance with this Plan;
8. The redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan;
9. The rehabilitation of structures and improvements by present owners, their successors and the Agency; and
10. The assembly of adequate sites for the development and construction of residential, commercial, light industrial and public facilities.

In the accomplishment of these purposes and activities and in the implementation and furtherance of this Plan, the Agency is authorized to use all the powers provided in this Plan and all the powers now or hereafter permitted by law.

B. [§402] Participation Opportunities; Extension of Preferences for Reentry Within Redeveloped Project Area

1. [§403] Opportunities for Owners and Business Tenants

In accordance with this Plan and the rules for participation by owners and the extension of preferences to business tenants adopted by the Agency pursuant to this Plan and the Redevelopment Law, persons who are owners of real property in the Project Area shall be given a reasonable opportunity to participate in redevelopment by: (a) retaining all or a portion of their properties; (b) acquiring adjacent or other properties in the Project Area and developing or improving such property for use in accordance with this Plan; (c) rehabilitation of existing buildings or improvements; (d) new development; or (e) where the Agency deems appropriate, selling their properties to the Agency and purchasing other properties in the in the Project Area.

The Agency shall extend reasonable preferences to persons who are engaged in business in the Project Area to participate in the redevelopment of the Project Area, or to reenter into business within the redeveloped Project Area, if they otherwise meet the requirements prescribed in this Plan.

2. [§404] Rules for Participation Opportunities, Priorities and Preferences

In order to provide opportunities to owners to participate in the growth and redevelopment of the Project Area and to extend reasonable preferences to business tenants to reenter into business within the redeveloped Project Area, the Agency shall promulgate rules for participation by owners and the extension of preferences to business tenants for reentry within the redeveloped Project Area. If conflicts develop between the desires of participants for

particular sites or land uses, the Agency is authorized to establish reasonable priorities and preferences among the owners and business tenants. Some of the factors to be considered in establishing these priorities and preferences may include a participant's length of occupancy in the area, accommodation of as many participants as possible, similarity of land use, the necessity to assemble sites for integrated, modern development and conformity of a participant's proposal with the intent and objectives of this Plan.

In addition to opportunities for participation by individual persons and firms, participation shall be available for two or more persons, firms or institutions to join together in partnerships, corporations or other joint entities.

Participation opportunities shall necessarily be subject to and limited by such factors as: (a) the elimination and changing of some land uses; (b) the construction, widening or realignment of some streets; (c) the ability of participants to finance acquisition and development or rehabilitation in accordance with this Plan; (d) a reduction in the total number of individual parcels in the Project Area; and (e) the construction or expansion of public facilities.

### 3. [\$405] Participation Agreements

The Agency may require that, as a condition to participation in redevelopment, each participant shall enter into a binding agreement with the Agency by which the participant agrees to rehabilitate, develop and use and maintain the property in conformance with this Plan and to be subject to the provisions hereof. In such agreements, participants who retain real property shall be required to join in the recordation of such documents as may be necessary to make the provisions of this Plan applicable to their properties. Whether or not a participant enters into a participation agreement with the Agency, the provisions of this Plan are applicable to all public and private property in the Project Area.

In the event a participant fails or refuses to rehabilitate, develop and use and maintain its real property pursuant to this Plan and a participation agreement, the real property or any interest therein may be acquired by the Agency and sold or leased for rehabilitation or development in accordance with this Plan.

### 4. [\$406] Conforming Owners

The Agency may, at its sole and absolute discretion, determine that certain real property within the Project Area presently meets the requirements of this Plan, and the owner of such property will be permitted to remain as a conforming owner without a participation agreement with the Agency, provided such owner continues to operate, use and maintain the real property within the requirements of this Plan. However, a conforming owner shall be required by the Agency to enter into a participation agreement with the Agency in the event that such owner desires to: (a) construct any additional improvements or substantially alter or modify existing structures on any of the real property described above as conforming; or (b) acquire additional property within the Project Area.

### C. [\$407] Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction or operation of this Project.

The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent or cooperation of such public bodies. The Agency, however, will seek the cooperation of all public bodies that own or intend to acquire property in the Project Area. Any public body that owns or leases property in the Project Area will be afforded all the privileges of owner and tenant participation if such public is willing to enter into a participation agreement with the Agency. All plans for development of property in the Project Area by a public body shall be subject to Agency approval.

The Agency may impose on all public bodies the planning and design controls contained in this Plan to insure the present uses and any future development by public bodies will conform to the requirements of this Plan. The Agency is authorized to financially (and otherwise) assist any public entity in the cost of public land, buildings, facilities, structures or other improvements (within or without the Project Area) which land, buildings, facilities, structures or other improvements are or would be of benefit to the Project.

D. [\$408] Property Acquisition

1. [\$409] Real Property

Except as specifically exempted herein, the Agency may acquire, but is not required to acquire, any real property located in the Project Area by gift, devise, exchange, purchase, or any other lawful method, including eminent domain.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area that cannot be acquired by gift, devise, exchange, purchase or any other lawful method. The following limitations on the use of eminent domain apply separately and independently to the 1986 Project Area and the 1997 Added Area:

a. 1986 Project Area

The Agency shall not use the power of eminent domain to acquire any real property in the 1986 Project Area that is occupied as a residence. Eminent domain proceedings, if used to acquire other property in the 1986 Project Area, must be commenced no later than July 8, 2016 (twelve (12) years from the date the ordinance adopting this Plan became effective).

b. 1997 Added Area

The Agency shall not use the power of eminent domain to acquire any real property in the 1997 Added Area that is both residentially-zoned and being used for residential purposes. Eminent domain proceedings, if used to acquire real property in the 1997 Added

Area, must be commenced no later than February 27, 2009 (twelve (12) years from the date the ordinance adopting the Redevelopment Plan for the Added Area Project became effective).

The Agency shall not acquire real property to be retained by an owner pursuant to a participation agreement if the owner fully performs under the agreement. The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is authorized to acquire either the entire fee or any other interest in real property less than a fee.

The Agency shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner unless: (a) such building requires structural alteration, improvement, modernization or rehabilitation; (b) the site, or lot on which the building is situated, requires modification in size, shape or use; or (c) it is necessary to impose upon such property any of the controls, limitations, restrictions and requirements of this Plan, and the owner fails or refuses to execute a participation agreement in accordance with the provisions of this Plan.

The Agency is not authorized to acquire real property owned by public bodies that do not consent to such acquisition. The Agency is authorized, however, to acquire public property transferred to private ownership before redevelopment of the Project Area is completed, unless the Agency and the private owner enter into a participation agreement and the owner completes his/her responsibilities under the participation agreement.

2. [\$410] Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means, including eminent domain.

E. [\$411] Property Management

During such time as property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

F. [\$412] Payments to Taxing Entities in Lieu of Taxes

In any year during which it owns property in the Project Area that is tax exempt, the Agency is authorized, but not required, to pay directly to any city, county, city and county, district, including, but not limited to, a school district, or other public corporation for whose benefit a tax would have been levied upon such property had it not been exempt, an amount of money in lieu of taxes that may not exceed the amount of money the public entity would have received if the property had not been tax exempt.

G. [§413] Relocation of Persons (Including Individuals and Families), Business Concerns and Others Displaced by the Project

1. [§414] Assistance in Finding Other Locations

The Agency shall assist all persons (including individuals and families), business concerns and others displaced by the Project in finding other locations and facilities. In order to carry out the Project with a minimum of hardship to persons (including individuals and families), business concerns and others, if any, displaced from their respective places of residence or business by the Project, the Agency shall assist such persons (including individuals and families), business concerns and others in finding new locations that are decent, safe, sanitary, within their respective financial means, in responsibility convenient locations and otherwise suitable to their respective needs. The Agency may also provide housing inside or outside the Project Area for displaced persons.

2. [§415] Relocation Payments

The Agency shall make relocation payments to qualified persons (including individuals and families), business concerns and others displaced by the Project for moving expenses and direct losses of personal property and additional relocation payments as may be required by law. Such relocation payments shall be made pursuant to the California Relocation Assistance Law (Government Code Section 7260 *et seq.*) and Agency rules and regulations adopted pursuant thereto. The Agency may make such other payments as may be appropriate and for which funds are available.

H. [§416] Demolition, Clearance and Site Preparation

1. [§417] Demolition and Clearance

The Agency is authorized to demolish and clear buildings, structures and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Plan.

2. [§418] Preparation of Building Sites

The Agency is authorized to prepare, as building sites, any real property in the Project Area owned by the Agency. In connection therewith, the Agency may cause, provide for or undertake the installation or construction of streets, utilities, parks, playgrounds and other public improvements necessary to carry out this Plan. The Agency is also authorized to construct foundations, platforms and other structural forms necessary for the provision or utilization of air rights sites for buildings to be used for residential, commercial, public and other uses provided in this Plan.

Prior consent of the City Council is required for the Agency to develop sites for commercial or industrial use by providing streets, sidewalks, utilities or other improvements that an owner or operator of the site would otherwise be obliged to provide.

I. [§419] Property Disposition and Development

1. [§420] Real Property Disposition and Development

a. [§421] General

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust or otherwise dispose of any interest in real property. To the extent permitted by law, the Agency is authorized to dispose of real property by negotiated lease, sale or transfer without public bidding. Property containing buildings or structures rehabilitated by the Agency shall be offered for resale within one (1) year after completion of rehabilitation or an annual report concerning such property shall be published by the Agency as required by law.

Real property acquired by the Agency may be conveyed by the Agency without charge to the City and, where beneficial to the Project Area, without charge to any public body. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for the uses permitted by this Plan.

All purchasers or lessees of property acquired from the Agency shall be made obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time that the Agency fixes as reasonable and to comply with other conditions that the Agency deems necessary to carry out the purposes of this Plan.

b. [§422] Disposition and Development Documents

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased or conveyed by the Agency, as well as all property subject to participation agreements, is subject to the provisions of this Plan.

The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention or use of property for speculative purposes and to ensure that development is carried out pursuant to this Plan.

Leases, deeds, contracts, agreements and declarations of restrictions of the Agency may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes or any other provisions necessary to carry out this Plan. Where appropriate, as determined by the Agency, such documents, or portions thereof, shall be recorded in the office of the Recorder of the County.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based on race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of property in the Project Area. All property sold, leased, subleased, conveyed or subject to a participation agreement shall be expressly subject by appropriate

documents to the restriction that all deeds, leases or contracts for the sale, lease, sublease or other transfer of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as required by law.

c. [\$423] Development by the Agency

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop or construct any publicly-owned building, facility, structure or other improvement either within or without the Project Area, for itself or for any public body or entity, which buildings, facilities, structures or other improvements are or would be of benefit to the Project Area. Specifically, the Agency may pay for, install or construct the buildings, facilities, structures and other improvements identified in Attachment No. 4, attached hereto and incorporated herein by reference, and may acquire or pay for the land required therefor.

In addition to the public improvements authorized under Section 418 and the specific publicly-owned improvements identified in Attachment No. 4 of this Plan, the Agency is authorized to install and construct, or to cause to be installed and constructed, within or without the Project Area, for itself or for any public body or entity for the benefit of the Project Area, public improvements and public utilities, including, but not limited to, the following: (1) over and underpasses; (2) sewers; (3) natural gas distribution systems; (4) water distribution systems; (5) parks, plazas and pedestrian paths; (6) playgrounds; (7) parking facilities; (8) landscaped areas; and (9) street improvements.

The Agency may enter into contracts, leases and agreements with the City or other public body or entity pursuant to this Section 423, and the obligation of the Agency under such contract, lease or agreement shall constitute an indebtedness of the Agency that may be made payable out of the taxes levied in the Project Area and allocated to the Agency under subdivision 2 of Section 602 of this Plan or out of any other available funds.

d. [\$424] Development Plans

All development plans (whether public or private) shall be submitted to the Agency for approval and architectural review. All development in the Project Area must conform to City design review standards.

2. [\$425] Personal Property Disposition

For the purposes of this Plan, the Agency is authorized to lease, sell, exchange, transfer, assign, pledge, encumber or otherwise dispose of personal property that is acquired by the Agency.

J. [\$426] Rehabilitation, Conservation and Moving of Structures

1. [\$427] Rehabilitation and Conservation

The Agency is authorized to rehabilitate and conserve any building or structure in the Project Area owned by the Agency. The Agency is also authorized and directed to advise, encourage and assist in the rehabilitation and conservation of property in the Project

Area not owned by the Agency. The Agency is also authorized to acquire, restore, rehabilitate, move and conserve buildings of historic or architectural significance.

2.     [§428] Moving of Structures

As necessary in carrying out this Plan, the Agency is authorized to move any standard structure or building or any structure or building that can be rehabilitated to a location within or outside the Project Area.

K.     [§429] Low- and Moderate-Income Housing

1.     [§430] Replacement Housing

In accordance with Section 33334.5 of the Redevelopment Law, whenever dwelling units housing persons and families of low or moderate income are destroyed or removed from the low- and moderate-income housing market as part of the Project, the Agency shall, within four (4) years of such destruction or removal, rehabilitate, develop or construct, or cause to be rehabilitated, developed or constructed, for rental or sale to persons and families of low or moderate income an equal number of replacement dwelling units at affordable housing cost (as defined by Section 50052.5 of the California Health and Safety Code) within the Project Area or within the territorial jurisdiction of the Agency in accordance with all of the provisions of Sections 33413 and 33413.5 of said Redevelopment Law.

Not less than thirty (30) days prior to the execution of an agreement for the acquisition of real property, or the execution of an agreement for the disposition and development of property, or the execution of an owner participation agreement, which agreement would lead to the destruction or removal of dwelling units from the low- and moderate-income housing market, the Agency shall adopt, by resolution, a replacement housing plan pursuant to Section 33413.5 of the Redevelopment Law. For a reasonable period of time prior to adoption, the Agency shall make available a draft of the proposed replacement housing plan for review and comment by public agencies and the general public.

2.     [§431] Increased, Improved and Preserved Housing Supply

Pursuant to Section 33334.2 of the Redevelopment Law, not less than twenty percent (20%) of all taxes that are allocated to the Agency pursuant to subdivision 2 of Section 602 of this Plan shall be used by the Agency for the purpose of increasing, improving and preserving the City's supply of low- and moderate-income housing available at affordable housing cost (as defined by Section 50052.5 of the California Health and Safety Code) to persons and families of low and moderate income (as defined in Section 50093 of the California Health and Safety Code), lower income households (as defined in Section 50079.5 of the California Health and Safety Code), very low income households (as defined in Section 50105 of the California Health and Safety Code), and extremely low income households (as defined in Section 50106 of the California Health and Safety Code), unless certain findings are made as required by Section 33334.2 of the Redevelopment Law to lessen or exempt such requirement. In carrying out this purpose, the Agency may exercise any or all of its powers, including the following:

- a. Acquire land or building sites, subject to Section 33334.16 of the Redevelopment Law;
- b. Improve real property or building sites with onsite or offsite improvements, but only if both (1) the improvements are part of the new construction or rehabilitation of affordable housing units for low- or moderate-income persons that are directly benefited by the improvements, and are a reasonable and fundamental component of the housing units, and (2) the Agency requires that the units remain available at affordable housing cost to, and occupied by, persons and families of extremely low, very low, low, or moderate income for the same time period and in the same manner as provided in subdivision (f) of Section 33334.3 of the Redevelopment Law;
- c. Donate real property to private or public persons or entities;
- d. Construct buildings or structures;
- e. Acquire buildings or structures;
- f. Rehabilitate buildings or structures;
- g. Provide subsidies to, or for the benefit of, extremely low income households (as defined in Section 50106 of the California Health and Safety Code), very low income households (as defined by Section 50105 of the California Health and Safety Code), lower income households (as defined by Section 50079.5 of the California Health and Safety Code), or persons and families of low or moderate income (as defined by Section 50093 of the California Health and Safety Code), to the extent those households cannot obtain housing at affordable costs on the open market;
- h. Develop plans, pay principal and interest on bonds, loans, advances or other indebtedness or pay financing or carrying charges;
- i. Maintain the City's supply of mobilehomes;
- j. Preserve the availability to lower income households of affordable housing units in housing developments that are assisted or subsidized by public entities and that are threatened with imminent conversion to market rates.

The Agency may use these funds to meet, in whole or in part, the replacement housing provisions in Section 430 above. These funds may be used inside or outside the Project Area, provided, however, that funds may be used outside the Project Area

only if findings of benefit to the Project are made as required by said Section 33334.2 of the Redevelopment Law.

The funds for this purpose shall be held in a separate Low and Moderate Income Housing Fund until used. Any interest earned by such Low and Moderate Income Housing Fund shall accrue to the Fund.

3.     [§432] Inclusionary Housing

In accordance with Section 33413(b)(1) of the Redevelopment Law, at least thirty percent (30%) of all new and substantially rehabilitated dwelling units developed by the Agency shall be available at affordable housing cost to, and occupied by, persons and families of low or moderate income; and, of such thirty percent (30%), not less than fifty percent (50%) thereof shall be available at affordable housing cost to, and occupied by, very low income households.

In accordance with Section 33413(b)(2) of the Redevelopment Law, at least fifteen percent (15%) of all new and substantially rehabilitated dwelling units developed within the Project Area by public or private entities or persons other than the Agency shall be available at affordable housing cost to, and occupied by, persons and families of low or moderate income; and, of such fifteen percent (15%), not less than forty percent (40%) thereof shall be available at affordable housing cost to, and occupied by, very low income households.

The percentage requirements set forth in this section shall apply in the aggregate to housing in the Project Area and not to each individual case of rehabilitation, development or construction of dwelling units.

The Agency shall require, by contract or other appropriate means, that whenever any low or moderate income housing units are developed within the Project Area, such units shall be made available on a priority basis for rent or purchase, whichever the case may be, to persons and families of low or moderate income who are displaced by the Project, provided, however, that failure to give such priority shall not affect the validity of title to the real property upon which such housing units have been developed.

4.     [§433] Duration of Dwelling Unit Availability

Pursuant to Section 33334.3 of the Redevelopment Law, and except to the extent a longer period of time may be required by other provisions of law, the Agency shall require that all new or substantially rehabilitated housing units developed or otherwise assisted with moneys from the Low and Moderate Income Housing Fund shall remain available at affordable housing cost to, and occupied by, persons and families of low or moderate income and very low income and extremely low income households for the longest feasible time, but for not less than the following periods of time:

- a.     Fifty-five years for rental units. However, the Agency may replace rental units with equally affordable and comparable rental units in another location within the community if (1) the replacement units are available for occupancy prior to the displacement of any persons and families of low or moderate income residing in the

units to be replaced and (2) the comparable replacement units are not developed with moneys from the Low and Moderate Income Housing Fund.

- b. Forty-five years for owner-occupied units. However, the Agency may permit sales of owner-occupied units prior to the expiration of the 45-year period for a price in excess of that otherwise permitted pursuant to an adopted program that protects the Agency's investment of moneys from the Low and Moderate Income Housing Fund.

Pursuant to Section 33413(c) of the Redevelopment Law, replacement housing provided under Section 430 of this Plan and inclusionary housing provided under Section 432 of this Plan shall remain available at affordable housing cost to, and occupied by, persons and families of low-income, moderate-income, and very low income households, respectively, for the longest feasible time, but for not less than 55 years for rental units and 45 years for homeownership units, except as otherwise set forth in Section 33413(c).

## V. [§500] USES PERMITTED IN THE PROJECT AREA

### A. [§501] Redevelopment Land Use Map

The "Redevelopment Land Use Map," attached hereto as Attachment No. 3 and incorporated herein by reference, illustrates the location of the Project Area boundaries, major streets within the Project Area, and the land uses authorized within the Project by the City's current General Plan. The City will from time to time update and revise the General Plan. It is the intention of this Redevelopment Plan that the land uses to be permitted within the Project Area shall be as provided within the City's General Plan, as it currently exists or as it may from time to time be amended, and as implemented and applied by City ordinances, resolutions and other laws.

### B. [§502] Other Land Uses

#### 1. [§503] Public Rights-of-Way

As illustrated on the Redevelopment Land Use Map (Attachment No. 3), the major public streets within the Project Area include:

- a. As to the 1986 Project Area: Pacific Street, Meyers Street, Sunset Boulevard, Fifth Street, Farron Street, Grove Street, Rocklin Road, Dominguez Road, East Midas Avenue and Yankee Hill Road; and
- b. As to the 1997 Added Area: Granite Drive, Rocklin Road, Dominguez Road, Sierra Meadows Drive and South Grove Street.

Additional public streets, alleys and easements may be created in the Project Area as needed for proper development. Existing streets, alleys and easements may be abandoned, closed or modified as necessary for proper development of the Project.

Any changes in the existing interior or exterior street layout shall be in accordance with the City's General Plan, the objectives of this Plan and the City's design standards, shall be effectuated in the manner prescribed by state and local law and shall be guided by the following criteria:

- a. A balancing of the needs of proposed and potential new developments for adequate pedestrian and vehicular access, vehicular parking and delivery loading docks with the similar needs of any existing developments permitted to remain. Such balancing shall take into consideration the rights of existing owners and tenants under the rules of owner and tenant participation adopted by the Agency for the Project and any participation agreements executed thereunder;
- b. The requirements imposed by such factors as topography, traffic safety and aesthetics; and
- c. The potential need to serve not only the Project Area and new or existing developments, but to also serve areas outside the Project by providing convenient and efficient vehicular access and movement.

The public rights-of-way shall be used for vehicular and/or pedestrian traffic, as well as for public improvements, public and private utilities and activities typically found in public rights-of-way.

2. §504 Other Public, Semi-Public, Institutional and Nonprofit Uses

In any area shown on the Redevelopment Land Use Map (Attachment No. 3), the Agency is authorized to permit the maintenance, establishment or enlargement of public, semi-public, institutional or nonprofit uses, including park and recreational facilities, libraries, educational, fraternal, employee, philanthropic, religious and charitable institutions, utilities, railroad rights-of-way and facilities of other similar associations or organizations. All such uses shall, to the extent possible, conform to the provisions of this Plan applicable to the uses in the specific area involved. The Agency may impose such other reasonable requirements and/or restrictions as may be necessary to protect the development and use of the Project Area.

3. §505 Interim Uses

Pending the ultimate development of land by developers and participants, the Agency is authorized to use or permit the use of any land in the Project Area for interim uses that are not in conformity with the uses permitted in this Plan.

4. §506 Nonconforming Uses

The Agency may permit an existing use to remain in an existing building in good condition when such use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in the

Project Area. The owner of such a property must be willing to enter into a participation agreement and agree to the imposition of such reasonable restrictions as may be necessary to protect the development and use of the Project Area.

The Agency may authorize additions, alterations, repairs or other improvements in the Project Area for uses that do not conform to the provisions of this Plan where such improvements are within a portion of the Project where, in the determination of the Agency, such improvements would be compatible with surrounding Project uses and development.

D. §507 General Controls and Limitations

All real property in the Project Area is made subject to the controls and requirements of this Plan. No real property shall be developed, rehabilitated or otherwise changed except in conformance with the provisions of this Plan.

1. §508 Construction

All construction in the Project Area shall comply with all applicable state and local laws and codes in effect from time to time. In addition to applicable codes, ordinances or other requirements governing development in the Project Area, additional specific performance and development standards may be adopted by the Agency to control and direct redevelopment activities in the Project Area.

2. §509 Rehabilitation and Retention of Properties

Any existing structure within the Project Area approved by the Agency for retention and rehabilitation shall be repaired, altered, reconstructed or rehabilitated in such a manner that it will be safe and sound in all physical respects, be attractive in appearance and not detrimental to the surrounding uses.

3. §510 Limitation on the Number of Buildings

The number of buildings in the Project Area shall not exceed the number of buildings permitted under the City's General Plan.

4. §511 Limitation on the Number of Dwelling Units

The number of dwelling units in the Project Area shall not exceed the number of dwelling units permitted under the City's General Plan.

5. §512 Limitation on Type, Size and Height of Buildings

Except as set forth in other sections of this Plan, the type, size and height of buildings shall be as limited by applicable federal, state and local statutes, ordinances and regulations.

6. [§513] Open Spaces, Landscaping, Light, Air and Privacy

The approximate amount of open space to be provided in the Project Area is the total of all areas that will be in the public rights-of-way, the public ground, the space around buildings and all other outdoor areas not permitted to be covered by buildings. Landscaping shall be developed in the Project Area to ensure optimum use of living plant material.

Sufficient space shall be maintained between buildings in all areas to maintain adequate light, air and privacy.

7. [§514] Signs

All signs shall conform to City sign ordinances as they now exist or are hereafter amended. The design of all proposed new signs shall be submitted to the Agency and/or City prior to installation for review and approval pursuant to the procedures of this Plan.

8. [§515] Utilities

The Agency shall require that all utilities be placed underground whenever physically and economically feasible.

9. [§516] Incompatible Uses

No use or structure that by reason of appearance, traffic, smoke, glare, noise, odor or similar factors would be incompatible with the surrounding areas or structures shall be permitted in any part of the Project Area.

10. [§517] Nondiscrimination and Nonsegregation

There shall be no discrimination or segregation based on race, color, creed, religion, sex, marital status, national origin or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of property in the Project Area.

11. [§518] Subdivision of Parcels

No parcel in the Project Area, including any parcel retained by a participant, shall be subdivided without the approval of the Agency.

12. [§519] Minor Variations

Under exceptional circumstances, the Agency is authorized to permit a minor variation from the limits, restrictions and controls established by this Plan. In order to permit such variation, the Agency must determine that:

- a. The strict application of certain provisions of this Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of this Plan;

- b. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property that do not apply generally to other properties having the same standards, restrictions and controls;
- c. Permitting a minor variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area; and
- d. Permitting a minor variation will not be contrary to the objectives of this Plan or of the City's General Plan.

No minor variation shall be granted that changes a basic land use or that permits other than a minor departure from the provisions of this Plan. In permitting any such minor variation, the Agency shall impose such as are necessary to protect the public peace, health, safety or welfare and to assure compliance with the purposes of this Plan. Any variation permitted by the Agency hereunder shall not supersede any other approval required under City codes and ordinances.

E. [\$520] Design for Development

Within the limits, restrictions and controls established in this Plan, the Agency is authorized to establish heights of buildings, land coverage, setback requirements, design criteria, traffic circulation, traffic access and other development and design controls necessary for proper development of both private and public areas within the Project Area.

No new improvement shall be constructed, and no existing improvement shall be substantially modified, altered, repaired or rehabilitated, except in accordance with this Plan and any such controls and, in the case of property which is the subject of a disposition and development or owner participation agreement, in the discretion of the Agency, in accordance with architectural, landscape and site plans submitted to and approved in writing by the Agency. One of the objectives of this Plan is to create an attractive and pleasant environment in the Project Area. Therefore, such plans shall give consideration to good design, open space and other amenities to enhance the aesthetic quality of the Project Area. The Agency shall not approve any plans that do not comply with this Plan.

F. [\$521] Building Permits

No permit shall be issued for the construction of any new building or for any construction on an existing building in the Project Area until the application for such permit has been made and processed in a manner consistent with all City requirements.

The Agency is authorized to establish permit procedures and approvals in addition to those set forth above where required for the purposes of this Plan. Where such additional procedures and approvals are established, a building permit shall be issued only after the applicant for the same has been granted all approvals required by the City and the Agency at the time of application.

## VI. [§600] METHODS OF FINANCING THE PROJECT

### A. [§601] General Description of the Proposed Financing Method

The Agency is authorized to finance this Project with financial assistance from the City, State of California, United States Government, any other public agency, tax increment funds, interest income, Agency bonds, donations, loans from private financial institutions, the lease or sale of Agency-owned property or any other available source, public or private.

The Agency is also authorized to obtain advances, borrow funds and create indebtedness in carrying out this Plan. The principal and interest on such advances, funds and indebtedness may be paid from tax increments or any other funds available to the Agency. Advances and loans for survey and planning and for the operating capital for nominal administration of this Project may be provided by the City until adequate tax increment or other funds are available, or sufficiently assured, to repay the advances and loans and to permit borrowing adequate working capital from sources other than the City. The City, as it is able, may also supply additional assistance through City loans and grants for various public facilities.

The City and any other public agency may expend money to assist the Agency in carrying out this Project. As available, gas tax funds from the state and county may be used for street improvements and public transit facilities.

### B. [§602] Tax Increment Funds

As used in this Section 602 only, the term "ordinance" shall mean: (1) as to the 1986 Project Area, Ordinance No. 549, adopted on June 10, 1986, by the City Council of the City of Rocklin, approving and adopting the Redevelopment Plan for the Original Project; and (2) as to the 1997 Added Area, Ordinance No. 753, adopted on January 28, 1997, by the City Council of the City of Rocklin, approving and adopting the Redevelopment Plan for the Added Area Project. Further, as used in this Section 602 only, the term "Project" shall mean: (1) as to Ordinance No. 549, the 1986 Project Area; and (2) as to Ordinance No. 753, the 1997 Added Area.

All taxes levied upon taxable property within the Project Area each year, by or for the benefit of the State of California, the County of Placer, the City of Rocklin, any district or any other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving the redevelopment plan, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of said taxing agencies upon the total sum of the assessed value of the taxable property in the Project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory of the Project on the effective date of such ordinance but to which such territory is annexed or otherwise included after such effective

date, the assessment roll of the County of Placer, last equalized on the effective date of said ordinance, shall be used in determining the assessed valuation of the taxable property in the Project on said effective date).

2. Except as provided in subdivision 3, below, that portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, this Project. Unless and until the total assessed valuation of the taxable property in the Project exceeds the total assessed value of the taxable property in the Project as shown by the last equalized assessment roll referred to in subdivision 1 hereof, all of the taxes levied and collected upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies. When said loans, advances, and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.
3. That portion of the taxes in excess of the amount identified in subdivision 1, above, which are attributable to a tax rate levied by a taxing agency which was approved by the voters of the taxing agency on or after January 1, 1989, for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness for the acquisition or improvement of real property shall be allocated to, and when collected shall be paid into, the fund of that taxing agency.

C. [\$603] Pledge of Tax Increment Funds; Issuance of Bonds and Notes

The portion of taxes mentioned in subdivision 2 of Section 602 above is hereby irrevocably pledged for the payment of the principal of and interest on the advance of monies, or making of loans or the incurring of any indebtedness (whether funded, refunded, assumed or otherwise) by the Agency to finance or refinance the Project, in whole or in part. The Agency is authorized to make such pledges as to specific advances, loans and indebtedness as appropriate in carrying out the Project.

The Agency is authorized to issue bonds from time to time, if it deems appropriate to do so and a determination has been made that such financing is required and feasible, in order to finance all or any part of the Project. Such bonds or notes shall be issued only after the Agency has determined that funds are, or will be, available to repay principal and interest when due and payable. Neither the members of the Agency nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

The bonds and other obligations of the Agency are not a debt of the City or the state, nor are any of its political subdivisions liable for them, nor in any event shall the bonds or obligations be payable out of any funds or properties other than those of the Agency, and such

bonds and other obligations so shall state their face. The bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The amount of bonded indebtedness to be repaid in whole or in part from the allocation of taxes from both the 1986 Project Area and the 1997 Added Area that can be outstanding at any one time shall not exceed \$57,000,000.

D. [\$604] Financing Limitations

1. [\$605] 1986 Project Area

a. Time Limit to Incur Indebtedness

By Ordinance No. 876, adopted on October 28, 2003, the City Council of the City of Rocklin repealed the time limit to incur loans, advances or indebtedness to finance, in whole or in part, the redevelopment of the 1986 Project Area, as authorized by the Redevelopment Law.

b. Maximum Tax Increment Funds

The portion of taxes divided and allocated to the Agency from the 1986 Project Area pursuant to subdivision 2 of Section 602 shall not exceed \$78,000,000, plus (1) the total amount of all payments to taxing agencies made by the Agency pursuant to Section 33401 of the Redevelopment Law to alleviate financial burden and (2) any funds required by Section 33334.2 of the Redevelopment Law to be deposited by the Agency in a low- and moderate-income housing fund as a result of such payments to taxing agencies.

c. Time Limit to Collect Tax Increment Funds

Except as otherwise provided in Section 33333.6, the Agency shall not pay indebtedness or receive property taxes from the 1986 Project Area pursuant to subdivision 2 of Section 602 of this Plan after June 10, 2037.

2. [\$606] 1997 Added Area

a. Time Limit to Incur Indebtedness

No loans, advances or indebtedness to finance, in whole or in part, the redevelopment of the 1997 Added Area to be repaid from the allocation of taxes from the 1997 Added Area pursuant to subdivision 2 of Section 602 above shall be established or incurred by the Agency beyond January 28, 2017 (twenty (20) years from the date of adoption of the Redevelopment Plan for the Added Area Project), except by amendment of this Plan as authorized by the Redevelopment Law. This limit, however, shall not prevent the Agency from incurring debt to be paid from the Low and Moderate Income Housing Fund or establishing more debt in order to fulfill the Agency's housing obligations under subdivision (a) of Section 33333.8 of the Redevelopment Law. This limit shall not prevent the Agency from refinancing, refunding or restructuring indebtedness after the time limit if the indebtedness is not increased and the time

during which the indebtedness is to be repaid is not extended beyond the time limit to repay indebtedness set forth in subdivision d of this Section 606.

b. Maximum Tax Increment Funds

The total amount of taxes that may be divided and allocated to the Agency from the 1997 Added Area pursuant to this Plan is \$275,000,000.

c. Time Limit to Collect Tax Increment Funds

The Agency shall not pay indebtedness or receive property taxes from the 1997 Added Area pursuant to subdivision 2 of Section 602 of this Plan after January 28, 2043.

E. [\$607] Payments to Taxing Entities to Alleviate Financial Burden or Detriment

1. 1986 Project Area

**The Agency entered into an agreement with the County of Placer, dated April 29, 1986, providing for the pass-through of tax increment funds allocated to the Agency from the 1986 Project Area pursuant to subdivision 2 of Section 602 of this Plan to the County.**

Pursuant to Section 33333.6(e)(2) of the Redevelopment Law, the City Council of the City of Rocklin adopted Ordinance No. 800 on April 13, 1999, and Ordinance No. 876 on October 28, 2003, extending and repealing certain time limits applicable to the 1986 Project Area. Consequently, the Agency shall make the payments to affected taxing entities required by Section 33607.7 of the Redevelopment Law from tax increment funds allocated to the Agency from the 1986 Project Area pursuant to subdivision 2 of Section 602 of this Plan.

2. 1997 Project Area

Pursuant to Section 33607.5 of the Redevelopment Law, the Agency shall make the payments to affected taxing entities required by that section from tax increment funds allocated to the Agency from the 1997 Added Area pursuant to subdivision 2 of Section 602 of this Plan.

**VII. [\$700] ACTIONS BY THE CITY**

The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the area of conditions causing blight. Actions by the City shall include, but not be limited to, the following:

- A. Institution and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the Project Area. Such action by the City shall include the requirement of abandonment, removal, and relocation by the public utility

companies of their operations of public rights-of-way as appropriate to carry out this Plan provided that nothing in this Plan shall be construed to require the cost of such abandonment, removal, and relocation to be borne by others than those legally required to bear such cost.

- B. Institution and completion of proceedings necessary for changes and improvements in private and publicly-owned public utilities within or affecting the Project Area.
- C. Revision of zoning (if necessary) within the Project Area to permit the land uses and development authorized by this Plan.
- D. Imposition wherever necessary (by conditional use permits or other means) of appropriate controls within the limits of this Plan upon parcels in the Project Area to ensure their proper development and use.
- E. Provision for administrative enforcement of this Plan by the City after development. The City and the Agency shall develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.
- F. Preservation of historical sites.
- G. Performance of the above actions and of all other functions and services relating to public peace, health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Project Area to be commenced and carried to completion without unnecessary delays.
- H. The undertaking and completing of any other proceedings necessary to carry out the Project.

The foregoing actions to be taken by the City do not involve or constitute any commitment for financial outlays by the City unless specifically agreed to and authorized by the City.

### **VIII. [§800] ENFORCEMENT**

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, reentry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions that are expressly for the benefit of owners of property in the Project Area may be enforced by such owners.

**IX. [§900] DURATION OF THIS PLAN**

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for the following periods of time:

- A. As to the 1986 Project Area, until June 10, 2027; and
- B. As to the 1997 Added Area, until January 28, 2028.

After the expiration or other termination of this Plan, the Agency shall have no authority to act pursuant to this Plan, except to pay previously incurred indebtedness and to enforce existing covenants or contracts.

**X. [§1000] PROCEDURE FOR AMENDMENT**

This Plan may be amended by means of the procedures established in Sections 33354.6 and/or 33450 *et seq.* of the Redevelopment Law or by any other procedure hereafter established by law.

## ATTACHMENT NO. 1

### LEGAL DESCRIPTION OF THE PROJECT AREA BOUNDARIES

#### Legal Description of the 1986 Project Area

Portions of Sections 17, 18, 19, 20, and 30 of Township 11 North, Ranch 7 East, M.D.B.&M., Placer County, California, more particularly described as follows:

Beginning at the intersection of the northeasterly right-of-way line of Sunset Boulevard and the northwesterly line of the Southern Pacific Transportation Company property; thence northeasterly along said northwesterly line of the Southern Pacific property to the most southerly corner of Parcel 1D of Parcel Map 9-89; thence North  $78^{\circ}14'00''$  West 114.74 feet along the southerly line of said Parcel Map 9-89 property; thence North  $69^{\circ}40'12''$  West 202.24 feet; thence South  $32^{\circ}59'31''$  West 80.42 feet; thence South  $20^{\circ}50'14''$  West 362.43 feet; thence North  $55^{\circ}18'28''$  West 775 feet, more or less, to the northwesterly line of Third Street (Sacramento Road); thence northeasterly along said northwesterly line of Third Street 570 feet, more or less, to the northwesterly prolongation of the southwesterly line of Farron Street; thence northwesterly along said prolongation of the southwesterly line of Farron Street to the southwesterly prolongation of the northwesterly line of Fifth Street; thence northeasterly along the northwesterly line of Fifth Street and its southwesterly prolongation to the north line of Section 19; thence easterly 457.10 feet along the north line of Section 19 to the southeasterly line of Lot 8 of Whitney Court; thence North  $48^{\circ}00'00''$  East 539.89 feet along said southeasterly line of Whitney Court to the southwesterly line of Midas Avenue; thence southeasterly along said southwesterly line of Midas Avenue to the northwesterly line of Second Street; thence northeasterly along said northwesterly line of Second Street to the northeasterly line of Laurel Street; thence northwesterly along said northeasterly line of Laurel Street to the southeasterly line of Third Street; thence northeasterly along said southeasterly line of Third Street 250 feet, more or less, to the northwesterly line of the Southern Pacific Transportation Company property; thence northeasterly along said northwesterly line of the Southern Pacific property 120 feet, more or less, to the northwesterly line of Third Street and the most easterly corner of Lot 5, Block G of Whitney Addition; thence northwesterly along the northeasterly line of said Lot 5, 200 feet to the southeasterly line of Whitney Farms, thence North  $48^{\circ}44'40''$  East 412.12 feet, more or less, to the most easterly corner of Lot 14 of Whitney Farms; thence North  $00^{\circ}08'00''$  East 464.89 feet along the boundary of Antelope Oaks Unit No. 1; thence continuing along said boundary North  $45^{\circ}00'00''$  East 38.93 feet; thence South  $86^{\circ}16'00''$  East 279.00 feet; thence South  $83^{\circ}38'00''$  East 237.00 feet to a point near the centerline of Antelope Creek; thence northeasterly and easterly along said centerline of Antelope Creek and the northwesterly line of the Southern Pacific Transportation Company property to the east line of Yankee Hill Road; thence continuing northeasterly along said northwesterly line of the Southern Pacific property 3,200 feet, more or less, to the east line of Delmar Avenue; thence along the east line of Delmar Avenue North  $00^{\circ}52'51''$  West 534.20 feet; thence South  $89^{\circ}50'01''$  East 11.01 feet; thence North  $00^{\circ}52'51''$  West 671.82 feet to the northwest corner of property described by Parcel Map 17-116; thence North  $89^{\circ}58'21''$  East 1,270.58 feet to the northeast corner of said Parcel Map 17-116 property; thence South  $00^{\circ}12'27''$  West 208.96 feet to the northwesterly line of the Southern Pacific Transportation Company property; thence southwesterly across the Southern Pacific property and Pacific Street 580 feet, more or less, to the northerly corner of Parcel C of

Parcel Map 15-98 located on the southeasterly line of Pacific Street; thence South 38°21'00" East 337.17 feet; thence South 43°34'46" East 418.60 feet to a point on the northeasterly line of property described by Parcel Map 9-88; thence South 38°48'00" East 264.90 feet; thence South 51°12'00" West 1,107.31 feet; thence South 38°17'56" East 343.39 feet; thence South 51°44'04" West 2,177.67 feet; thence North 38°17'56" West 1,360.68 feet to the intersection of the northeasterly line of Sierra Meadows Drive and the southeasterly line of Pacific Street; thence South 51°41'00" West 50.90 feet; thence South 00°15'14" West 1,203.76 feet to the north line of Racetrack Unit No. 4; thence South 86°50'00" West 825.61 feet to the northwest corner of Lot 102 of Racetrack Unit No. 3; thence South 00°15'00" West 330.47 feet; thence North 88°39'15" West 195.40 feet; thence North 03°14'15" West 18.00 feet; thence South 87°37'24" West 300.87 feet to the east line of Grove Street; thence South 00°16'12" East 289.9 feet, more or less, to the section corner common to Sections 17, 18, 19, and 20; thence South 00°53'15" East 20.01 feet; thence South 88°13'25" East 658 feet, more or less, to the northwest corner of Lot 53 of Racetrack Unit No. 2; thence South 20°01'35" West 874.36 feet; thence South 00°53'25" East 463.76 feet to the south line of Racetrack Road; thence North 89°51'50" East along the south line of Racetrack Road and its easterly prolongation 1,000 feet, more or less, to a point on the west line of a 5.8-acre parcel described by Parcel Map 19-135; thence South 00°22'00" West 207.07 feet; thence South 12°51'45" West 720 feet, more or less, to the northwesterly line of Granite Drive; thence southwesterly along said northwesterly line of Granite Drive to the northerly line of Rocklin Road; thence westerly along said northerly line of Rocklin Road to the northerly prolongation of the westerly line of South Grove Street; thence along said westerly line of South Grove Street and its northerly prolongation 220 feet, more or less, to a point on the south line of the Northeast one-quarter of Section 19; thence west along said south line of the Northeast one-quarter of Section 19, 860.00 feet; thence South 49°16'00" West 384.5 feet; thence South 00°56'30" East 384.63 feet; thence South 70°10'55" West 300.53 feet; thence South 89°07'29" West 200.00 feet; thence South 26°46'20" West 44.50 feet; thence South 89°07'29" West 98.60 feet to a point on the west line of the Southeast one-quarter of Section 19, said point also being in Ruhkala Road, a private street; thence south 1,630 feet, more or less, along said west line of the southeast one-quarter of Section 19, to the southwest corner of Parcel A of Parcel Map 20-78; thence along the south line of the property described by Parcel Map 20-78 North 89°07'29" East 641.75 feet to the east line of Lost Avenue; thence South 00°10'46" East 260.0 feet along said east line of Lost Avenue to the south line of Section 19; thence South 00°28'41" West 460.23 feet; thence South 02°11'08" East 40.06 feet to the beginning of a 250-foot radius curve that is concaved to the west; thence southwesterly along said curve 216.92 feet through a central angle of 49°42'52"; thence South 51°54'00" West 300 feet, more or less, to the most easterly corner of Lot 66 of Sunset Plaza Tract 451; thence North 33°27'27" West 548.55 feet; thence North 46°21'40" West 107.30 feet to the southeasterly line of Woodside Drive; thence southwesterly along said southeasterly line of Woodside Drive to the southeasterly prolongation of the northeasterly line of Sunset Boulevard; thence northwesterly along said prolongation and along the northeasterly line of Sunset Boulevard to the point of beginning.

#### **Legal Description of the 1997 Added Area**

Those portions of Sections 16, 17, 18, 19, 20 and 30 of Township 11 North, Range 7 East, M.D.B.&M., in the City of Rocklin, County of Placer, State of California, described as follows:

## AREA A

Beginning at the North quarter corner of said Section 17, thence South 89°46'43" West along the North line of the Northwest quarter and the City Limits of Rocklin, 250 feet more or less; thence southerly, 95 feet more or less; thence westerly, 240 feet more or less; thence southerly, 400 feet more or less; thence westerly, 830 feet more or less; thence South 0°57' East, 825 feet more or less; thence South 89°23'25" West, 500 feet more or less; thence South 17°30' West, 2,109.5 feet more or less; thence West, 224 feet more or less to the east line of Yankee Hill Road; thence South 0°14'42" West along said east line, 250 feet more or less the intersection of the northwesterly line of the Southern Pacific Transportation Company property and the east line of Yankee Hill Road; thence along the existing Redevelopment Area Boundary, northeasterly along said northwesterly line of the Southern Pacific property 3,200 feet, more or less, to the east line of Delmar Avenue; thence along the east line of Delmar Avenue North 00°52'51" West 534.20 feet; thence South 89°50'01" East 11.01 feet; thence North 00°52'51" West 671.82 feet to the northwest corner of property described by Parcel Map 17-116; thence North 89°58'21" East 1,270.58 feet to the northeast corner of said Parcel Map 17-116 property; thence south 00°12'27" West 208.96 feet to the northwesterly line of the Southern Pacific Transportation Company property; thence southwestwardly across the Southern Pacific property and Pacific Street 580 feet, more or less, to the northerly corner of Parcel C of Parcel Map 15-98 located on the southeasterly line of Pacific Street; thence South 38°21'00" East 337.17 feet; thence South 43°34'46" East 418.60 feet to a point on the northeasterly line of property described by Parcel Map 9-88; thence South 38°48'00" East 264.90 feet; thence South 51°12'00" West 1,107.31 feet; thence South 38°17'56" East 343.39 feet; thence South 51°44'04" West 2,177.67 feet; thence North 38°17' 56" West 1,360.68 feet to the intersection of the northeasterly line of Sierra Meadows Drive and the southeasterly line of Pacific Street; thence South 51°41'00" West 50.90 feet; thence South 00°15'14" West 1,203.76 feet to the north line of Racetrack Unit No. 4; thence South 86°50'00" West 825.61 feet to the northwest corner of Lot 102 of Racetrack Unit No. 3; thence South 00°15'00" West 330.47 feet; thence North 88°39'15" West 195.40 feet; thence North 03°14'15" West 18.00 feet; thence South 87°37'24" West 300.87 feet to the east line of Grove Street; thence South 00°16'12" East 289.9 feet, more or less, to the section corner common to Sections 17, 18, 19, and 20; thence South 00°53'15" East 20.01 feet; thence South 88°13'25" East 658 feet, more or less, to the northwest corner of Lot 53 of Racetrack Unit No. 2; thence South 20°01'35" West 874.36 feet; thence South 00°53'25" East 463.76 feet to the south line of Racetrack Road; thence North 89°51'50" East along the south line of Racetrack Road and its easterly prolongation 1,000 feet, more or less, to a point on the west line of a 5.8-acre parcel described by Parcel Map 19-135; thence South 00°22'00" West 207.07 feet; thence South 12°31'45" West 720 feet, more or less, to the northwesterly line of Granite Drive; thence southwestwardly along said northwesterly line of Granite Drive to the northerly line of Rocklin Road; thence westerly along said northerly line of Rocklin Road to the northerly prolongation of the westerly line of South Grove Street; thence along said westerly line of South Grove Street and its northerly prolongation 220 feet, more or less to a point on the south line of the Northeast one-quarter of Section 19; thence west along said south line of the Northeast one-quarter of Section 19, 828.00 feet; thence South 49°16'00" West 384.5 feet; thence South 00°56'30' East 384.63 feet; thence South 70°10'56" West 300.53 feet; thence South 89°07'29" West 200.0 feet; thence South 26°46'20" West 44.50 feet; thence South 89°07'29" West 98.60 feet to a point on the west line of the Southeast one-quarter of Section 19, said point also being in Ruhkala Road, a private street; thence south 1,630 feet, more or less along said west line of the southeast one-quarter of Section 19, to the southwest corner of Parcel

A of Parcel Map 20-78; thence along the south line of the property described by Parcel Map 20-78 North 89°07'29" East 641.75 feet to the east line of Lost Avenue; thence South 00°10'46" East 260.0 feet along said east line of Lost Avenue to the south line of Section 19; thence South 00°28'41" West 480.23 feet; thence South 02°11'08" East 40.06 feet to the beginning of a 250-foot radius curve that is concave to the west; thence southwesterly along said curve 216.92 feet through a central angle of 49°42'52"; thence South 51°54'00" West 300 feet, more or less, to the most easterly corner of Lot 66 of Sunset Plaza Tract 451; thence leaving the existing Redevelopment Area Boundary and continuing South 51°54'00" West, 282.5 feet more or less; thence South 38°06' East, 356.27 feet more or less to the northwesterly right-of-way line of Interstate 80; thence along the northwesterly right-of-way line of Interstate 80, North 51°29'38" East, 810 feet more or less; thence North 46°43'33" East, 979.72 feet more or less; thence North 42°51'23" East, 699.67 feet more or less; thence North 42°26'48" East, 2476 feet more or less; thence North 32°09'09" East, 256.15; thence leaving said northwesterly right-of-way line, southeasterly across Interstate 80, 310 feet more or less to the southeasterly right-of-way line of China Garden Road; thence along the southeasterly right-of-way line of China Garden Road, North 58°51'39" East, 347.43 feet more or less; thence North 68°33'50" East, 348.90 feet more or less; thence North 34°49'43" East, 227.66 feet more or less; thence North 75°22'26" East, 98.54 feet more or less to the southerly right-of-way line of Rocklin Road; thence leaving said southeasterly right-of-way line, South 88°09'27" East along the southerly right-of-way line of Rocklin Road, 102 feet more or less; thence North 1°50'33" East, 85.00 feet more or less to the northerly right-of-way line of Rocklin Road; thence North 88°09'29" West along said northerly right-of-way line, 102 feet more or less to the southeasterly right-of-way line of Interstate 80; thence along the southeasterly right-of-way line of Interstate 80, North 65°48'39" West, 128.37 feet more or less; thence North 30°41'12" East, 683.32 feet more or less; thence North 36°01'47" East, 118 feet more or less to the intersection with the City Limits of Rocklin; thence continuing along said southeasterly right-of-way line and the City Limits of Rocklin, North 42°26'48" East, 4650 feet more or less; thence North 45°28'21" East, 376.25 feet more or less; thence northeasterly 263.36 feet along a curve concave southwesterly with a radius of 345 feet and a central angle of 43°48'00"; thence South 89°56'12" East, 197.22 feet more or less to the westerly right-of-way line of Sierra College Boulevard; thence leaving said southeasterly right-of-way line and continuing along the City Limits of Rocklin and the westerly right-of-way line of Sierra College Boulevard, South 11°30'40" East, 240.39 feet more or less; thence southerly along said westerly right-of-way line and the City Limits of Rocklin, 60 feet more or less to the intersection with the westerly prolongation of the South line of Lot 16 of the Himes Tract filed in Book A of Maps at Page 30 of Placer County Official Records; thence easterly along said South line, 1380 feet more or less to the East line of the Southwest quarter of said Section 16; thence leaving the City Limits of Rocklin, northerly along said East line, 990 feet more or less to the Center of said Section 16; thence Easterly along the South line of the Northeast quarter of said Section 16, 1300 feet more or less to the westerly right-of-way line of Dias Lane and the City Limits of Rocklin; thence along the City Limits of Rocklin, northerly along said westerly right-of-way line, 2,150 feet more or less to the intersection with the westerly prolongation of the South line of that parcel of land conveyed to Clark Turner Limited Partnership recorded in Volume 2384 Page 329 P.C.O.R.; thence east along said South line, 456.77 feet to Southeast corner of said parcel; thence North along the East line of said parcel, 365.63 feet to the Northeast corner of said parcel; thence North along the East line of Lot 6 of said Himes Tract, 85.00 feet; thence North 88°19'50" East along the East line of that parcel of land acquired by the State of California for the right-of-way of Interstate 80 recorded in Volume 775 at Page 295 P.C.O.R., said right-of-way line being shown on Sheet 12 of 25 sheets of that certain State of California,

Department of Transportation Title Map PLA-17-A, Roc B, approved May 22, 1957, 36.43 feet; thence North 57°22'33" East along said right-of-way line, 58.30 feet; thence North 1°40'40" West along said right-of-way line, 17.00 feet to the South edge of pavement of Brace Road; thence South 88°24'30" West along said South edge of pavement, 518.82 feet to the South right-of-way line of Brace Road; thence South 42°26'48" West along said right-of-way line, 73.00 feet to the intersection with the southeast right-of-way line of Interstate 80; thence southwesterly across Interstate 80, 300 feet more or less to the northwesterly right-of-way line of Interstate 80; thence South 42°26'48" West along said right-of-way line, 1,500 feet more or less to the East line of the Northwest quarter of said Section 16; thence northerly along said East line, 150 feet more or less to the North line of Lot 23 of said Himes Tract; thence westerly along said North line, 1314.72 feet more or less to the East right-of-way line of Sierra College Boulevard; thence southerly along said East right-of-way line, 330 feet more or less; thence westerly, 84 feet more or less to the West right-of-way line of Sierra College Boulevard; thence North 0°56'58" West along said West right-of-way line, 1297.32 feet more or less to the South right-of-way line of Brace Road; thence South 88°55'07" West along said South right-of-way line, 40 feet more or less; thence North 1°04'53" West, 50 feet more or less to the intersection of the North right-of-way line of Brace Road with the West right-of-way line of Sierra College Boulevard; thence South 88°55'07" West along said North right-of-way line, 750 feet more or less; thence South, 50 feet more or less to the South right-of-way line of Brace Road; thence South 32°17'35" West, 275.73 feet more or less; thence North 43°30'30" West, 161.70 feet more or less to the southerly right-of-way line of Taylor Road; thence South 52°07'00" West along said southerly right-of-way line, 273.08 feet more or less to the East line of said Section 17; thence North 0°12'26" East along said East line, 320 feet more or less to the Northeast corner of said Section 17; thence South 89°46'43" West along the North line of the Northeast quarter of said Section 17, 2650 feet more or less to the point of beginning.

Area A = 965 acres more or less

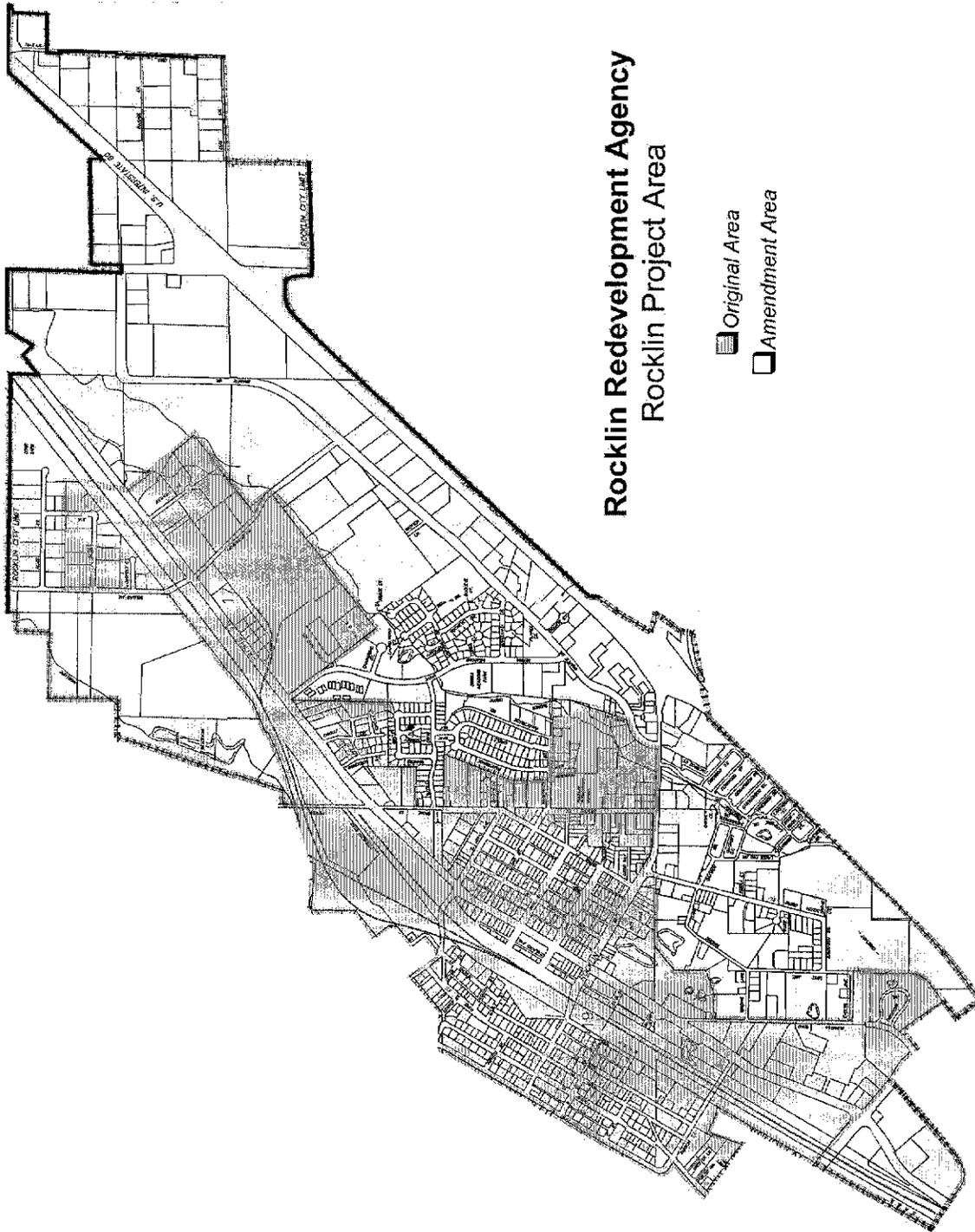
### **AREA B**

Beginning at the intersection of the northeasterly right-of-way line of Sunset Boulevard and the northwesterly line of the Southern Pacific Transportation Company Property, thence southeasterly along said northeasterly right-of-way line and the existing Redevelopment Area Boundary, 1,400 feet more or less to the northwesterly corner of Parcel No. 1 of Parcel Map 10-115; thence southwesterly 78 feet more or less to the southwesterly right-of-way line of Sunset Boulevard; thence South 49°00'03" West, 1126 feet more or less; thence South 69°37'35" West, 239.01 feet more or less; thence South 85°21'45" West, 98.62 feet more or less; thence North 71°56'47" West, 98.02 feet more or less; thence North 56°16'30" West, 235.00 feet more or less to the southeasterly right-of-way line of Pacific Street; thence North 56°16'30" West, 420 feet more or less to the northwesterly line of the Southern Pacific Transportation Company Property; thence northeasterly along said northwesterly line, 1,650 feet more or less to the point of beginning.

Area B = 40 acres more or less

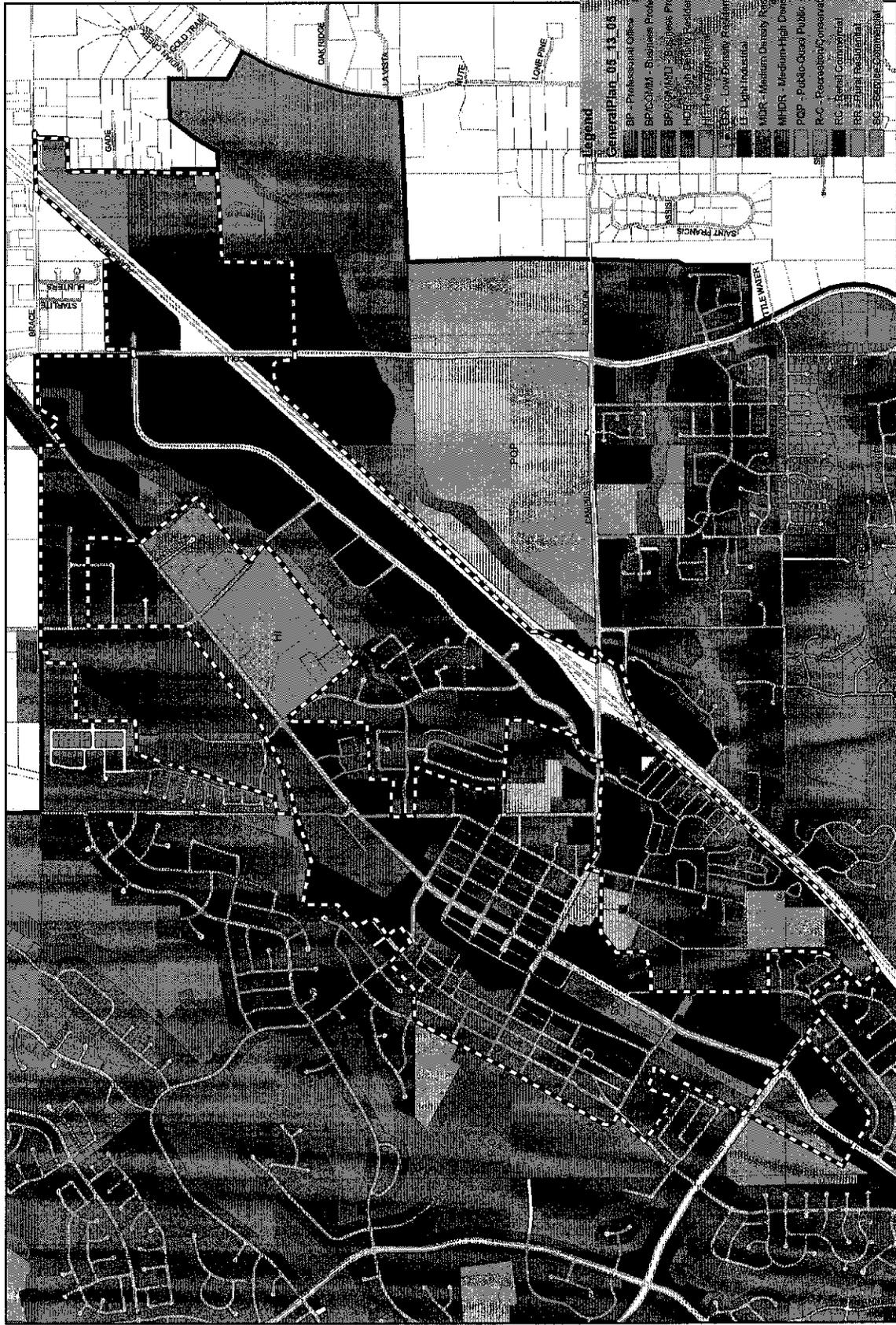
ATTACHMENT NO. 2

PROJECT AREA MAP



**ATTACHMENT NO. 3**  
**REDEVELOPMENT LAND USE MAP**

Rocklin RRDAreas



**Legend**  
 General Plan 05-11-05

|          |   |
|----------|---|
| BP       | Professional Office                             |
| BCOM     | Business, Medium Density Commercial             |
| BCOM(MI) | Business Professional Commercial Medium Density |
| HD       | High Density Residential                        |
| HL       | Heavy Industrial                                |
| LD       | Low Density Residential                         |
| LI       | Light Industrial                                |
| MDR      | Medium Density Residential                      |
| MHDR     | Medium-High Density Residential                 |
| POP      | Public-Open Space                               |
| R-C      | Residential Conservation                        |
| RC       | Residential Commercial                          |
| RR       | Rural Residential                               |
| SP       | Special Use Residential                         |



GeoPrise, June 10, 2005

**ATTACHMENT NO. 4**  
**PROPOSED PUBLIC IMPROVEMENTS**

The following public improvements are anticipated to be provided in the Project Area:

1. Traffic Circulation and Street Improvements, including but not limited to the following:
  - a. Safe Routes to Schools Program Improvements
  - b. Rocklin Road Interchange Improvements
  - c. Granite Drive Improvements
  - d. Midas Undergrounding
  - e. Dominguez Overpass
  - f. Sierra College Interchange Improvements
  - g. Sidewalks, Curbs and Gutters, Street Lighting, Traffic Signal Improvements, Street Trees and Furniture, and Other Enhancements
  - h. Other Freeway Interchange Improvements
2. Civic Center Area Improvements, including but not limited to the following:
  - a. Sewer, Water, Roads and Drainage Improvements
  - b. Police Building Enhancements
3. Public Facilities, including but not limited to the following:
  - a. Joint Use Gymnasium at Rocklin Elementary School
  - b. Library
  - c. Community Theater
  - d. Train Depot
  - e. Park Improvements
  - f. Community Centers

- g. Performing Arts Center
  - h. Senior Center
4. Public Parking Improvements, as needed throughout the Project Area
  5. Storm Drain Improvements, as needed throughout the Project Area, including but not limited to drainage enhancements to Sucker Ravine
  6. Quarry Reclamation, including but not limited to construction of fountain and water features and a possible amphitheater
  7. Water System Improvements, as needed throughout the Project Area

RESOLUTION NO. 2002-193

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN APPROVING AND DIRECTING THE EXECUTIVE DIRECTOR TO OPEN ESCROW AND EXECUTE A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE OF THE GOULD PROPERTY (Rocklin Road & Pacific Street APN 010-161-015)

The Redevelopment Agency of the City of Rocklin does resolve as follows:

Section 1. The Redevelopment Agency of the City of Rocklin hereby approves and directs the Executive Director to finalize negotiations and execute an agreement for the purchase of the Gould Property between the Redevelopment Agency of the City of Rocklin and James L. Gould, Jr. in substantially the form of Exhibit A, attached hereto and by this reference incorporated herein, and to execute all other necessary and related documents required to complete and close the escrow for purchase.

Section 2. Upon satisfaction of all terms and conditions of the purchase and sale agreement and the close of escrow, the Redevelopment Agency of the City of Rocklin hereby accepts the grant deed and authorizes the Executive Director to execute a Certificate of Acceptance and authorizes the Agency Clerk to have the grant deed recorded, vesting title in the Redevelopment Agency of the City of Rocklin.

PASSED AND ADOPTED this 26th day of March, 2002, by the following roll call vote:

AYES: Agency Members: Magnuson, Storey, Hill, Lund, Yorde

NOES: Agency Members: None

ABSENT: Agency Members: None

ABSTAIN: Agency Members: None

  
Ken Yorde, Agency Chair

ATTEST:

  
\_\_\_\_\_  
Agency Clerk

---

**PURCHASE AND SALE AGREEMENT  
REDEVELOPMENT AGENCY OF THE  
CITY OF ROCKLIN  
(Gould Property)**

This Agreement of Purchase and Sale ("Agreement"), dated for reference purposes only March 26, 2002, is entered into by and between the Redevelopment Agency of the City of Rocklin ("Agency") and James L. Gould, Jr. ("Seller").

**RECITALS**

**A.** Seller is the owner of approximately 15,000 square feet (.034 acre) of real property (the "Property") in the City of Rocklin, County of Placer, California, which is located 100 feet south of the corner of Pacific Street and Rocklin Road, Rocklin, California, and is legally described on Exhibit 1, which is attached hereto and incorporated herein by this reference.

**B.** Seller desires to sell to Agency, and Agency desires to purchase from Seller the Property and Seller desires to sell and convey the Property and all rights appurtenant thereto, on the terms and conditions in this Agreement.

**C.** Agency desires to purchase this Property to assemble a commercial site for future redevelopment consistent with the Redevelopment Plan of the City of Rocklin.

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

## AGREEMENT

### **Section 1. Purchase and Sale.**

Subject to all of the terms and conditions set forth in this Agreement, Seller shall sell to Agency, and Agency shall purchase from Seller, all of Seller's right, title and interest in and to the Property, inclusive of any and all improvements and fixtures now or hereafter thereon, water, air and mineral rights and interests, rights, privileges and easements appurtenant thereto.

### **Section 2. Purchase Price.**

Seller shall convey the Property by Grant Deed to Agency for valuable consideration in the amount of One Hundred Sixty Five Thousand and 00/100 Dollars (\$165,000.00) which shall be payable as follows:

- A. Within ten (10) business days after the full execution of this Agreement by both parties, Agency shall deposit with Escrow Agent the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) as earnest money ("Deposit"), which shall be held in an interest bearing account with all interest credited to Agency, and applied in accordance with the terms of this Agreement.
- B. On or before the Closing Date, Agency shall deposit with Escrow Agent the balance of the Purchase Price in cash or in immediately available funds.

### **Section 3. Escrow.**

- A. This sale shall be consummated through an escrow established with First American Title Insurance Company, 2200-A Douglas Blvd., Suite 120, Roseville, California 95661 or such other qualified title and escrow company mutually agreed upon by the parties.
- B. Agency and Seller shall promptly, upon request, execute escrow instructions prepared by escrow holder which shall incorporate the terms of and be consistent with this Agreement, and be in form and substance reasonably satisfactory to Agency and Seller. Each party shall provide the escrow holder with such other information, documents, and instruments as the escrow holder may reasonably require to enable it to close the transaction on the closing date. All monies deposited in escrow shall be disbursed consistent with the rights of any holders of beneficial interest in

the Property, as determined by the escrow officer. If there is any inconsistency between the terms of this Agreement and the escrow instructions, the terms of this Agreement shall prevail and control.

**Section 4. Close of Escrow.**

The closing date for escrow shall be not later than 10 days following the expiration of Agency's right to approve of, the On-Site Inspection discussed in section 6.B. below. Escrow shall be considered closed when the Grant Deed to the Property is recorded. On close of escrow, title to the Property and all improvements shall vest in the Redevelopment Agency of the City of Rocklin, a municipal corporation.

**Section 5. Conveyance of Title; Title Insurance.**

- A. Seller shall by Grant Deed convey to Agency a fee simple interest free and clear of all title defects, liens, encumbrances, deeds of trust, mortgages, real property taxes, and assessments, except as expressly approved by Agency under Paragraph 6, below.
- B. Agency shall procure a standard California Land Title Association Standard Policy of title insurance, dated as of close of escrow, in the amount of the purchase price as identified in Section 2 above, and to be issued by First American Title Insurance Company showing title vested in the Redevelopment Agency of the City of Rocklin, a municipal corporation, and showing as exceptions to title only current real property taxes, not yet delinquent, and any other exceptions expressly approved by Agency under Paragraph 6, below.

**Section 6. Conditions for Agency's Benefit Only.**

Agency's obligation to perform this Agreement is subject to the satisfaction of the following conditions, which are for Agency's benefit only.

- A. **Condition of Title.**
  - 1. Agency's obligation to purchase the Property under this Agreement is subject to First American Title's ability to issue its standard California Land Title Association Owner's Policy of title insurance, dated as of the closing date, on its usual form, with liability not less than the purchase price, covering the Property, showing title vested in Agency, and showing as exceptions only current real property taxes, not yet delinquent, unless other exceptions are expressly approved by Agency under this Agreement.

2. Seller shall furnish Agency within ten (10) days of the date escrow is opened a Preliminary Title Report and the documents reported as exceptions in it ("Title Documents"). Agency may waive this requirement if Agency has previously obtained a Preliminary Title Report of a current date satisfactory to Agency's need to perform due diligence prior to closing escrow. Agency shall notify Seller in writing within fifteen (15) business days after receipt of the report and the Title Documents of Agency's approval or disapproval of any exceptions stated therein. Failure to so notify Seller shall conclusively be considered approval.

**B. Agency Approval of On-Site Inspection**

1. Agency's obligation to purchase the Property under this Agreement is subject to Agency's approval, on or before April 22, 2002, of an inspection of the Property, to be conducted by Agency.
2. Agency, its authorized representatives and agents, may enter onto the Property to conduct the inspection and make whatever tests, surveys or other studies Agency deems necessary, provided that Agency pay for the inspection and all such tests and studies, keeps Seller's Property free and clear of any liens, repairs all damage to the Property, and indemnifies and holds Seller harmless from and against all liability, claims, damages, demands, or costs of any kind whatsoever (including attorney's fees) arising from or connected with the inspection, the tests, surveys, or studies.
3. Agency shall have until April 29, 2002, to deliver to Seller a disapproval notice stating that Agency's inspection of the Property has disclosed a defect in the Property and describing the defect with reasonable particularity. Failure to so notify Seller shall conclusively be considered approval. Agency's approval of any such inspection of the Property shall not alter or diminish Seller's representations or warranties under this Agreement, and Seller acknowledges and agrees that Agency is nonetheless relying on Seller's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Agency.

**Section 7. Compliance With Environmental Laws.**

To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and

Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the City of Rocklin Agency within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus. Agency recognizes that Seller is unfamiliar with regulations regarding environmental law. Therefore, Seller relies on being advised of any violation of said regulations by an environmental authority or regulatory agency. It is understood between Agency and Seller that nothing in this Agreement shall limit or diminish any and all obligations or liabilities that Seller may have under State, Federal, and Local laws, ordinances, statutes, and regulations, with regard to any and all soil, water, or other contamination.

**Section 8. Contingency.**

It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Agency herein. The execution of these documents and the delivery of same to Escrow Agent constitutes said acceptance and approval. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

**Section 9. Closing Costs.**

Agency and Seller shall each pay all attorneys' fees and costs incurred by such party in connection with negotiation, execution, delivery and performance of this Agreement by such party. The cost of the Title Policy issued at Closing shall be paid by Agency and Agency shall pay all other closing, escrow costs and fees, and documentary transfer taxes and recording fees due at Closing.

**Section 10. Proration of Taxes and Assessments.**

Real and personal property taxes, assessments, and interest thereon shall be prorated as of the closing date of escrow on the basis of a thirty (30) day month. All taxes and assessments shall be paid by Seller.

**Section 11. Warranties, Representations, And Covenants Of Seller.**

Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

- B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- C. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- D. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- E. To the best of Seller's knowledge, during the time that Sellers have owned the Property there has not been any toxic or hazardous waste, materials, or substances on, in, or under the Property, and there has been no manufacturing on the Property, no storage tanks, PCB, petroleum nor petroleum products as those items are commonly defined in CERCLA, the California Health and Safety Code, the California Water Code, the Resource Conservation and Recovery Act and regulations pertaining thereto, in, on, or under the Property. Further, there have been no spills, releases, or threats of release of hazardous substances on, under, or from the Property and no chemical usage and waste disposal practices on the Property.
- F. That Sellers have received no notification or communication of any kind from any public entity or regulatory body, or third parties, which would indicate there are any environmental problems on, in, or under or about the Property or any notification or communication of any kind concerning pending or threatened proceedings or potential actions regarding the condition of the Property as specifically relates to environmental health and safety laws or regulations.
- G. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Buyer.
- H. Seller is not a foreign person within the meaning of 42 USCS § 1445(f)(3).

**Section 12. Obligation to Remove Defects; Agency's Election.**

- A. If Agency notifies Seller that Agency disapproves any matters concerning title or the on-site inspection, Seller shall correct those matters at Seller's expense. If Seller refuses or fails to correct such matters, Agency may

waive its disapproval of the matter, or terminate this Agreement. If the Agreement is terminated under this section, neither party shall have any further rights or obligations hereunder.

- B. If the Agreement is terminated under this section, Agency shall pay all title company and escrow charges incurred up to the date of termination.

**Section 13. Notices.**

All notices to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery to the address indicated below or at other places designated by Agency or Seller in a written notice given to the other. Notices shall be deemed served four (4) days after the date of mailing or upon personal delivery.

Seller: James L. Gould, Jr.  
2147 Dame Shirley Way  
Gold River, CA 95670

Agency: Carlos Urrutia, Executive Director  
Redevelopment Agency of the City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677

**Section 14. Possession.**

Right to possession of the Property shall transfer to Agency at the Close of Escrow, subject to Agency's rights of early entry and investigation.

**Section 15. Attorney Fees; Litigation Costs.**

If any legal action or other proceeding, including arbitration or an action for declaratory relief, is brought to enforce this Agreement or because of a dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs, in addition to any other proper relief. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

**Section 16. Time of the Essence.**

Time is of the essence in this Agreement and every provision contained in this Agreement.

**Section 17. Construction.**

The title and headings of the Sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references to sections, recitals, and the preamble shall, unless otherwise stated, refer to the Sections, Recitals, and Preamble of this Agreement. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the agreement.

**Section 18. Integration.**

This Agreement, all attached exhibits, and all related documents referred to in this Agreement, constitute the entire agreement between the parties. There are no oral or parol agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be charged.

**Section 19. Third-Party Rights.**

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

**Section 20. Severability.**

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be enforced to the fullest extent permitted by law.

**Section 21. Waivers.**

No waiver or breach of any provision shall be deemed a waiver of any other provision. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

**Section 22. Full Consideration**

Seller expressly agrees that the consideration provided to Seller by Agency under this Agreement is the full amount of consideration to be paid by Agency for acquisition of the Property. By execution of this Agreement and acceptance of this consideration, Seller expressly agrees that this consideration fully satisfies all Agency's legal obligations to pay just compensation for the Property, and Seller releases Agency from any and all claims Seller may have against Agency for compensation.

**Section 23. Incorporation of Exhibits.**

All attached exhibits are incorporated in this Agreement by reference.

**Section 24. Authority of Parties.**

All persons executing this Agreement on behalf of a party warrant that they have the authority to execute this Agreement on behalf of that party.

**Section 25. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by Seller and Agency.

**Section 26. Governing Law.**

This Agreement shall be governed by and construed in accordance with California law.

**The parties have executed this Agreement as of the date first above written.**

Agency:           Redevelopment Agency of the City of Rocklin

By: Carlos A. Urrutia  
Carlos A. Urrutia, Executive Director

Seller:           James L. Gould, Jr.

By: James L. Gould Jr.

**EXHIBIT 1**

**LEGAL DESCRIPTION**

Real property in the City of Rocklin, County of Placer, State of California, described as follows:

Lots 13 and 14, Block "B", as shown on the map of the Town of Rocklin, filed August 9, 1983 in Book "A" of Maps, page 28, Placer County Records.

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.  
AND WHEN RECORDED MAIL TO:  
Redevelopment Agency of the City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677

PLACER, County Recorder  
JIM MCCAULEY Co Recorder Office  
DOC- 2002-0047893  
Friday, APR 26, 2002 12:39:02  
NOC \$0.00  
Ttl Pd \$0.00  
Nbr-0000618553  
occ/R1/1-3

Space Above This Line for Recorder's Use Only

A.P.N.: 010-161-015

Order No.: 44464

Escrow No.: 2138753ML

## GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$ 0  
[ ] computed on full value of property conveyed, or  
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,  
[ ] unincorporated area; [ X ] City of Rocklin, and

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

James L. Gould, Jr. a married man as his sole and separate property which acquired title as James L. Gould, Jr., a married man

hereby GRANT(S) to  
Redevelopment Agency of the City of Rocklin, a municipal corporation

the following described property in the City of Rocklin, County of Placer State of California;

See Exhibit "A" attached hereto and made a part hereof

James L. Gould Jr.  
James L. Gould, Jr.

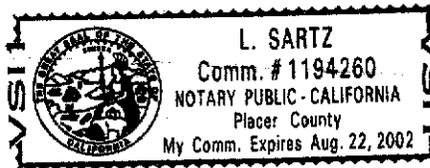
Document Date: April 23, 2002

STATE OF CALIFORNIA )  
COUNTY OF Placer ) SS  
On April 25, 2002 before me, L. Sartz  
personally appeared James L. Gould Jr.

~~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.

Signature L. Sartz



**EXHIBIT "A"**

That certain property situated in the State of California, County of Placer, City of Rocklin, described as follows:

Lots 13 and 14, Block "B", as shown on the map of the Town of Rocklin, filed August 9, 1983 in Book "A" of Maps, page 28, Placer County Records.



# Rocklin Redevelopment Agency

3970 Rocklin Road  
Rocklin, CA 95677-2720  
916-632-4000  
TDD 916-632-4013  
www.ci.rocklin.ca.us

## CERTIFICATE OF ACCEPTANCE OF DEED

This is to certify that the interest in real property conveyed by the deed or grant dated April 23, 2002, from James L. Gould, Jr. to the Redevelopment Agency of the City of Rocklin, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the Redevelopment Agency of the City of Rocklin pursuant to authority conferred by Resolution No. 2002-193 of the Redevelopment Agency of the City of Rocklin adopted on March 22, 2002, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: April 23, 2002

REDEVELOPMENT AGENCY OF THE  
CITY OF ROCKLIN

By: Carlos A. Urrutia  
Carlos A. Urrutia, Executive Director

AGENCY RESOLUTION NO. 2002-205

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN APPROVING AND DIRECTING THE EXECUTIVE DIRECTOR TO OPEN ESCROW AND EXECUTE A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE OF THE BARAKAT TRUST PROPERTY

The Redevelopment Agency of the City of Rocklin does resolve as follows:

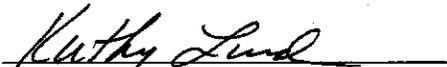
Section 1. The Redevelopment Agency of the City of Rocklin hereby approves and directs the Executive Director to finalize negotiations and execute an agreement for the purchase of the Barakat Trust Property between the Redevelopment Agency of the City of Rocklin and Robert H. Barakat, Trustee of the Robert H. Barakat Family Trust in substantially the form of Exhibit A, attached hereto and by this reference incorporated herein, and to execute all other necessary and related documents required to complete and close the escrow for purchase.

Section 2. The Agency Clerk is hereby authorized and directed to have the final agreement and all other necessary and related documents recorded in the Office of the Placer County Recorder when fully executed and notarized.

Section 3. Upon satisfaction of all terms and conditions of the purchase and sale agreement and the close of escrow, the Redevelopment Agency of the City of Rocklin hereby accepts the grant deed and authorizes the Executive Director to execute a Certificate of Acceptance and authorizes the Agency Clerk to have the grant deed recorded vesting title in the Redevelopment Agency of the City of Rocklin.

PASSED AND ADOPTED this 25th day of June, 2002, by the following roll call vote:

|          |                 |                        |
|----------|-----------------|------------------------|
| AYES:    | Agency Members: | Magnuson, Storey, Lund |
| NOES:    | Agency Members: | None                   |
| ABSENT:  | Agency Members: | Hill, Yorde            |
| ABSTAIN: | Agency Members: | None                   |

  
Kathy Lund, Vice Chairman

ATTEST:

  
\_\_\_\_\_  
Secretary  
E:\clerk\reso\da Barakat ps agmt.doc

---

**PURCHASE AND SALE AGREEMENT  
REDEVELOPMENT AGENCY OF THE  
CITY OF ROCKLIN  
(Barakat Trust Property)**

This Agreement of Purchase and Sale ("Agreement"), dated for reference purposes only **June 12, 2002**, is entered into by and between the Redevelopment Agency of the City of Rocklin ("Agency") and Robert H. Barakat, Trustee of the Robert H. Barakat Family Trust ("Seller").

**RECITALS**

**A.** Seller is the owner of approximately 15,000 square feet (.034 acre) of real property (the "Property") in the City of Rocklin, County of Placer, California, which is located at 5220 Pacific Street, Rocklin, California, and is legally described on Exhibit 1, which is attached hereto and incorporated herein by this reference.

**B.** Seller desires to sell to Agency, and Agency desires to purchase from Seller the Property and Seller desires to sell and convey the Property and all rights appurtenant thereto, on the terms and conditions in this Agreement.

**C.** Agency desires to purchase this Property to assemble a commercial site for future redevelopment consistent with the Redevelopment Plan of the City of Rocklin.

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

## **AGREEMENT**

### **Section 1. Purchase and Sale.**

Subject to all of the terms and conditions set forth in this Agreement, Seller shall sell to Agency, and Agency shall purchase from Seller, all of Seller's right, title and interest in and to the Property, inclusive of any and all improvements and fixtures now or hereafter thereon, water, air and mineral rights and interests, rights, privileges and easements appurtenant thereto.

### **Section 2. Purchase Price.**

Seller shall convey the Property by Grant Deed to Agency for valuable consideration in the amount of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) which shall be payable as follows:

- A. Within ten (10) business days after the full execution of this Agreement by both parties, Agency shall deposit with Escrow Agent the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) as earnest money ("Deposit"), which shall be held in an interest bearing account with all interest credited to Agency, and applied in accordance with the terms of this Agreement.
- B. On or before the Closing Date, Agency shall deposit with Escrow Agent the balance of the Purchase Price in cash or in immediately available funds.

### **Section 3. Escrow.**

- A. This sale shall be consummated through an escrow established with First American Title Insurance Company, 2200-A Douglas Blvd., Suite 120, Roseville, California 95661 or such other qualified title and escrow company mutually agreed upon by the parties.
- B. Agency and Seller shall promptly, upon request, execute escrow instructions prepared by escrow holder which shall incorporate the terms of and be consistent with this Agreement, and be in form and substance reasonably satisfactory to Agency and Seller. Each party shall provide the escrow holder with such other information, documents, and instruments as the escrow holder may reasonably require to enable it to close the transaction on the closing date. All monies deposited in escrow shall be disbursed consistent with the rights of any holders of beneficial interest in

the Property, as determined by the escrow officer. If there is any inconsistency between the terms of this Agreement and the escrow instructions, the terms of this Agreement shall prevail and control.

**Section 4. Close of Escrow.**

The closing date for escrow shall be not later than 10 days following the expiration of Agency's right to approve of, the On-Site Inspection discussed in section 6.B. below. Escrow shall be considered closed when the Grant Deed to the Property is recorded. On close of escrow, title to the Property and all improvements shall vest in the Redevelopment Agency of the City of Rocklin, a municipal corporation.

**Section 5. Conveyance of Title; Title Insurance.**

- A. Seller shall by Grant Deed convey to Agency a fee simple interest free and clear of all title defects, liens, encumbrances, deeds of trust, mortgages, real property taxes, and assessments, except as expressly approved by Agency under Paragraph 6, below.
- B. Agency shall procure a standard California Land Title Association Standard Policy of title insurance, dated as of close of escrow, in the amount of the purchase price as identified in Section 2 above, and to be issued by First American Title Insurance Company showing title vested in the Redevelopment Agency of the City of Rocklin, a municipal corporation, and showing as exceptions to title only current real property taxes, not yet delinquent, and any other exceptions expressly approved by Agency under Paragraph 6, below.

**Section 6. Conditions for Agency's Benefit Only.**

Agency's obligation to perform this Agreement is subject to the satisfaction of the following conditions, which are for Agency's benefit only.

- A. **Condition of Title.**
  - 1. Agency's obligation to purchase the Property under this Agreement is subject to First American Title's ability to issue its standard California Land Title Association Owner's Policy of title insurance, dated as of the closing date, on its usual form, with liability not less than the purchase price, covering the Property, showing title vested in Agency, and showing as exceptions only current real property taxes, not yet delinquent, unless other exceptions are expressly approved by Agency under this Agreement.

2. Seller shall furnish Agency within ten (10) days of the date escrow is opened a Preliminary Title Report and the documents reported as exceptions in it ("Title Documents"). Agency may waive this requirement if Agency has previously obtained a Preliminary Title Report of a current date satisfactory to Agency's need to perform due diligence prior to closing escrow. Agency shall notify Seller in writing within fifteen (15) business days after receipt of the report and the Title Documents of Agency's approval or disapproval of any exceptions stated therein. Failure to so notify Seller shall conclusively be considered approval.

**B. Agency Approval of On-Site Inspection**

1. Agency's obligation to purchase the Property under this Agreement is subject to Agency's approval, on or before June 26, 2002, of an inspection of the Property, to be conducted by Agency.
2. Agency, its authorized representatives and agents, may enter onto the Property to conduct the inspection and make whatever tests, surveys or other studies Agency deems necessary, provided that Agency pay for the inspection and all such tests and studies, keeps Seller's Property free and clear of any liens, repairs all damage to the Property, and indemnifies and holds Seller harmless from and against all liability, claims, damages, demands, or costs of any kind whatsoever (including attorney's fees) arising from or connected with the inspection, the tests, surveys, or studies.
3. Agency shall have until June 27, 2002, to deliver to Seller a disapproval notice stating that Agency's inspection of the Property has disclosed a defect in the Property and describing the defect with reasonable particularity. Failure to so notify Seller shall conclusively be considered approval. Agency's approval of any such inspection of the Property shall not alter or diminish Seller's representations or warranties under this Agreement, and Seller acknowledges and agrees that Agency is nonetheless relying on Seller's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Agency.

**Section 7. Compliance With Environmental Laws.**

To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and

Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the City of Rocklin Agency within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus. Agency recognizes that Seller is unfamiliar with regulations regarding environmental law. Therefore, Seller relies on being advised of any violation of said regulations by an environmental authority or regulatory agency. It is understood between Agency and Seller that nothing in this Agreement shall limit or diminish any and all obligations or liabilities that Seller may have under State, Federal, and Local laws, ordinances, statutes, and regulations, with regard to any and all soil, water, or other contamination.

**Section 8. Contingency.**

It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Agency herein. The execution of these documents and the delivery of same to Escrow Agent constitutes said acceptance and approval. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

**Section 9. Closing Costs.**

Agency and Seller shall each pay all attorneys' fees and costs incurred by such party in connection with negotiation, execution, delivery and performance of this Agreement by such party. The cost of the Title Policy issued at Closing shall be paid by Agency and Agency shall pay all other closing, escrow costs and fees, and documentary transfer taxes and recording fees due at Closing.

**Section 10. Proration of Taxes and Assessments.**

Real and personal property taxes, assessments, and interest thereon shall be prorated as of the closing date of escrow on the basis of a thirty (30) day month. All taxes and assessments shall be paid by Seller.

**Section 11. Warranties, Representations, And Covenants Of Seller.**

Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

- B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- C. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- D. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- E. To the best of Seller's knowledge, during the time that Sellers have owned the Property there has not been any toxic or hazardous waste, materials, or substances on, in, or under the Property, and there has been no manufacturing on the Property, no storage tanks, PCB, petroleum nor petroleum products as those items are commonly defined in CERCLA, the California Health and Safety Code, the California Water Code, the Resource Conservation and Recovery Act and regulations pertaining thereto, in, on, or under the Property. Further, there have been no spills, releases, or threats of release of hazardous substances on, under, or from the Property and no chemical usage and waste disposal practices on the Property.
- F. That Sellers have received no notification or communication of any kind from any public entity or regulatory body, or third parties, which would indicate there are any environmental problems on, in, or under or about the Property or any notification or communication of any kind concerning pending or threatened proceedings or potential actions regarding the condition of the Property as specifically relates to environmental health and safety laws or regulations.
- G. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Buyer.
- H. Seller is not a foreign person within the meaning of 42 USCS § 1445(f)(3).

**Section 12. Obligation to Remove Defects; Agency's Election.**

- A. If Agency notifies Seller that Agency disapproves any matters concerning title or the on-site inspection, Seller shall correct those matters at Seller's expense. If Seller refuses or fails to correct such matters, Agency may

waive its disapproval of the matter, or terminate this Agreement. If the Agreement is terminated under this section, neither party shall have any further rights or obligations hereunder.

- B. If the Agreement is terminated under this section, Agency shall pay all title company and escrow charges incurred up to the date of termination.

**Section 13. Notices.**

All notices to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery to the address indicated below or at other places designated by Agency or Seller in a written notice given to the other. Notices shall be deemed served four (4) days after the date of mailing or upon personal delivery.

Seller: Robert H. Barakat, as Trustee  
c/o The Robert H. Barakat Family Trust  
6015 Pacific Street, Suite 11  
Rocklin, CA 95677

Agency: Carlos Urrutia, Executive Director  
Redevelopment Agency of the City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677

**Section 14. Possession.**

Right to possession of the Property shall transfer to Agency at the Close of Escrow, subject to Agency's rights of early entry and investigation.

**Section 15. Attorney Fees; Litigation Costs.**

If any legal action or other proceeding, including arbitration or an action for declaratory relief, is brought to enforce this Agreement or because of a dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs, in addition to any other proper relief. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

**Section 16. Time of the Essence.**

Time is of the essence in this Agreement and every provision contained in this Agreement.

**Section 17. Construction.**

The title and headings of the Sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references to sections, recitals, and the preamble shall, unless otherwise stated, refer to the Sections, Recitals, and Preamble of this Agreement. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the agreement.

**Section 18. Integration.**

This Agreement, all attached exhibits, and all related documents referred to in this Agreement, constitute the entire agreement between the parties. There are no oral or parol agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be charged.

**Section 19. Third-Party Rights.**

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

**Section 20. Severability.**

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be enforced to the fullest extent permitted by law.

**Section 21. Waivers.**

No waiver or breach of any provision shall be deemed a waiver of any other provision. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

**Section 22. Full Consideration**

Seller expressly agrees that the consideration provided to Seller by Agency under this Agreement is the full amount of consideration to be paid by Agency for acquisition of the Property. By execution of this Agreement and acceptance of this consideration, Seller expressly agrees that this consideration fully satisfies all Agency's legal obligations to pay just compensation for the Property, and Seller releases Agency from any and all claims Seller may have against Agency for compensation.

**Section 23. Incorporation of Exhibits.**

All attached exhibits are incorporated in this Agreement by reference.

**Section 24. Authority of Parties.**

All persons executing this Agreement on behalf of a party warrant that they have the authority to execute this Agreement on behalf of that party.

**Section 25. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by Seller and Agency.

**Section 26. Governing Law.**

This Agreement shall be governed by and construed in accordance with California law.

**The parties have executed this Agreement as of the date first above written.**

Agency:           Redevelopment Agency of the City of Rocklin

By: Carlos A. Urrutia  
Carlos A. Urrutia, Executive Director

Seller:           Robert H. Barakat, as Trustee  
The Robert H. Barakat Family Trust

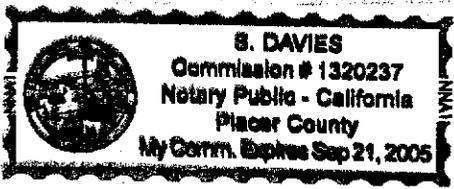
By: Robert H. Barakat

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
 County of Placer } ss.

On 1 July 2002, before me, S. DAVIES, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared CARLOS A. URKUTIA  
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.  
S. Davies  
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: Agency Reso. No. 2002-205  
 Document Date: 6-24-02 Number of Pages: \_\_\_\_\_  
 Signer(s) Other Than Named Above: - BAKAKAT -

### 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 1**

**LEGAL DESCRIPTION**

Real property in the City of Rocklin, County of Placer, State of California, described as follows:

Lots 15 and 16, Block "B", as shown on the map of the Town of Rocklin, filed August 9, 1983 in Book "A" of Maps, page 28, Placer County Records.

APN: 010-161-016

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.  
AND WHEN RECORDED MAIL TO:  
Redevelopment Agency of the City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677

This document recorded 8-11-02  
Series Number 2002-0095678  
We hereby certify that the  
within copy is a true and  
correct copy of the original  
[Signature]  
First American Title Insurance Company

Space Above This Line for Recorder's Use Only

A.P.N.: 010-161-016

Order No.: 44463

Escrow No.: 2138754ML

### GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY None- Public agency- Exempt  
 computed on full value of property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale,  
 unincorporated area;  City of Rocklin, and

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

**Robert H. Barakat, Trustee of the Robert H. Barakat Family Trust**

hereby GRANT(S) to  
**Redevelopment Agency of the City of Rocklin, a municipal corporation**

the following described property in the City of Rocklin, County of Placer State of California;

**Lots 15 and 16 Block "B", as shown on the map of the Town of Rocklin, filed August 9, 1983 in Book "A" of Maps, Page 28, Placer County Records**

[Signature]  
Robert H. Barakat, Trustee

Document Date: July 29, 2002

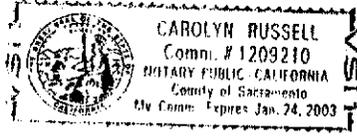
STATE OF CALIFORNIA )  
COUNTY OF Placer )SS

On August 2, 2002 before me, CAROLYN RUSSELL  
personally appeared Robert H. Barakat

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.

Signature [Signature]



Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

ROA Reso. No. 2002-205

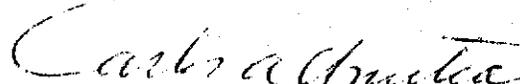
**CERTIFICATE OF ACCEPTANCE OF DEED**

This is to certify that the interest in real property conveyed by the deed or grant dated April 23, 2002, from the Robert H. Barakat Family Trust, Robert H. Barakat, Trustee to the Redevelopment Agency of the City of Rocklin, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the Redevelopment Agency of the City of Rocklin pursuant to authority conferred by Resolution No. 2002-205 of the Redevelopment Agency of the City of Rocklin adopted on June 25, 2002, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: August 13, 2002

REDEVELOPMENT AGENCY OF THE  
CITY OF ROCKLIN

By:



Carlos A. Urrutia, Executive Director

REPORT  
ENVIRONMENTAL SITE ASSESSMENT  
QUARRY PROPERTY  
ROCKLIN, CALIFORNIA

FOR: MR. JIM GOULD

JOB NO. 137-001  
FEBRUARY 11, 1991

ROGER FOOTT ASSOCIATES, INC.

**ROGER FOOTT ASSOCIATES, INC.**

1450 Harbor Blvd., Suite G  
West Sacramento, CA 95691  
(916) 325-2580  
FAX (916) 325-2570

February 11, 1991  
137-001

Mr. Jim Gould  
2147 Dame Shirley Way  
Gold River, California 95670

Re: Level I Environmental Assessment  
Quarry Property, Rocklin, California

Dear Mr. Gould:

At your request, Roger Foott Associates, Inc., has prepared this Level I environmental assessment of the property located at the corner of Rocklin Road and Pacific Street in Rocklin, California. The objective of this assessment was to evaluate whether there is evidence of hazardous materials contamination of the site soil or groundwater due to hazardous or potentially hazardous materials present on or in the vicinity of the site.

The property assessed is a vacant lot and has been roughly graded following the removal of two site structures. The property was most recently occupied by a grocery store, which was destroyed by fire, and a residence. Prior uses included up to two residences, an upholstery shop, livery stable, and wagon shops. The property occupies approximately 0.7 acres at the western corner of Pacific Street and Rocklin Road. The property vicinity is a combination of residential, commercial, and light industrial areas.

Mr. Jim Gould  
February 11, 1991  
Page 2

Our investigation included: 1) examination of records pertaining to the site and its vicinity at agencies of Placer County, the City of Rocklin, and the State of California; 2) review of aerial photographs; 3) interviews with occupants of the property and of adjacent properties and with regulatory personnel familiar with the site vicinity; and 4) reconnaissance of the site and its vicinity.

Evidence of potentially hazardous materials contamination was observed on the subject property; dark-colored surface stains, apparently of motor oil, were present at the southwest edge of the site. These stained areas appeared to be minor in size and probably do not penetrate more than a few inches below the surface. Hazardous materials are likely to be used or stored at a number of the businesses in the near vicinity, which include fuel and waste oil stored in underground storage tanks, automotive fluids (transmission and brake fluids), paints, solvents, adhesives, welding gases, and office materials. According to public documents available at the Placer County Environmental Health Division, there are presently ten underground storage tanks at four different locations within approximately 0.25-mile of the subject property. Underground tanks have also been present at at least two other sites in the past.

Food and Liquor, a retail grocery/gasoline store located across Pacific Street directly southeast of the property, is the only known contaminated site within 0.25-mile of the site. Subsurface contamination of soil and groundwater at Food and Liquor was reported to be the result of failure of one or more underground gasoline storage tanks. Analyses of groundwater samples collected from the shallow subsurface indicated elevated concentrations of

Mr. Jim Gould  
February 11, 1991  
Page 3

petroleum hydrocarbons (as gasoline) and associated volatile hydrocarbons (benzene, toluene, ethylbenzene, and xylene). The contaminants were present in a monitoring well installed near the intersection of Pacific Street and Rocklin Road. Low to non-detectable concentrations were detected in wells to the southwest and southeast of the contaminated well. Offsite migration of contaminants apparently has not been investigated. Remedial work (removal of contaminated soil) was conducted during 1987 and closure of the hazardous material file is pending review and acceptance by the Placer County Environmental Health Department and the California Regional Water Quality Control Board. We consider closure unlikely without further information regarding the lateral extent of contamination and/or mitigation of groundwater contamination.

The former Southern Pacific Transportation Company roundhouse and railroad yard, approximately 300 ft north of the subject property, may be contaminated. Hazardous materials contamination at the former Southern Pacific Transportation Company roundhouse (300 ft north of the site) has not been publicly documented; a preliminary endangerment assessment has been advised but has not been performed. The potential for contamination at the site does exist, but appears unlikely to affect the subject property.

Contamination from nearby sites has not been shown to have migrated in the direction of the subject property; therefore, the potential for hazardous materials contamination of the subject property appears to be low. Some possibility of contamination of the site because of nearby contaminated sites, potentially contaminated sites unknown to state and county regulatory agencies, or because of events about which information not available at the time of our investigation should be recognized. This possibility

ROGER FOOTT ASSOCIATES, INC.

Mr. Jim Gould  
February 11, 1991  
Page 4

can only be evaluated more definitively by drilling borings and collecting and chemically analyzing soil and groundwater samples.

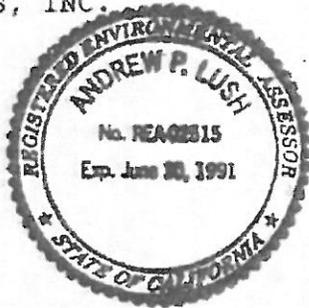
Please call if you have any questions regarding this report.

Sincerely

ROGER FOOTT ASSOCIATES, INC.

*Jeffrey A. Clayton*  
Jeffrey A. Clayton  
Staff Geologist

*Andrew P. Lush*  
Andrew P. Lush  
Senior Geologist



APL:tm

ROGER FOOTT ASSOCIATES, INC.

TABLE OF CONTENTS

|  | PAGE |
|--|------|
| 1.0 INTRODUCTION.....                  | 1    |
| 2.0 SCOPE OF WORK.....                 | 1    |
| 3.0 SITE OVERVIEW.....                 | 2    |
| 3.1 <u>Location</u> .....              | 2    |
| 3.2 <u>Site Description</u> .....      | 2    |
| 3.3 <u>Adjacent Properties</u> .....   | 3    |
| 4.0 HISTORICAL LAND USE.....           | 3    |
| 4.1 <u>Site History</u> .....          | 3    |
| 5.0 ENVIRONMENTAL SETTING.....         | 5    |
| 5.1 <u>Physiographic Setting</u> ..... | 5    |
| 5.2 <u>Soil Conditions</u> .....       | 5    |
| 5.3 <u>Groundwater</u> .....           | 5    |
| 6.0 INVESTIGATIVE RESULTS.....         | 6    |
| 6.1 <u>Field Observations</u> .....    | 6    |
| 6.2 <u>Agency Review</u> .....         | 6    |
| 7.0 DISCUSSION.....                    | 10   |
| 8.0 LIMITATIONS.....                   | 11   |
| 9.0 REFERENCES.....                    | 13   |

LIST OF TABLES

|         |  |   |
|---------|--|---|
| TABLE 1 | HAZARDOUS MATERIALS AND UNDERGROUND STORAGE TANKS..... | 7 |
| TABLE 2 | KNOWN CONTAMINATED SITES.....                          | 8 |

PLATES

|         |                       |
|---------|-----------------------|
| PLATE 1 | SITE LOCATION MAP     |
| PLATE 2 | GENERALIZED SITE PLAN |
| PLATE 3 | SITE VICINITY MAP     |

## 1.0 INTRODUCTION

Roger Foott Associates, Inc., conducted a Level I environmental assessment of the property located at the western corner of Pacific Street (formerly Auburn Street) and Rocklin Road (formerly Granite Road) in Rocklin, California (Plate 1). This report was prepared at the request of Mr. Jim Gould, the site owner.

## 2.0 SCOPE OF WORK

The scope of work for this project, as outlined in our proposal of January 29, 1991, was to provide information regarding the past usage of the site and its vicinity. The objective of this assessment was to evaluate whether there is evidence of contamination of the site soil or groundwater due to hazardous or potentially hazardous materials present on or in the vicinity of the site. Information regarding hazardous materials contamination on or near the subject property was obtained from the following agencies:

- U.S. Environmental Protection Agency (EPA).
- California State Library.
- California State Department of Health Services (DHS).
- California Governor's Office of Planning and Research (OPR).
- Central Valley Regional Water Quality Control Board (RWQCB).
- California Integrated Waste Management Board (CIWMB).
- City of Rocklin Library.

- Placer County Environmental Health Division  
(PCEHD).

This environmental site assessment included:

1) examination of records pertaining to the site and its vicinity at offices of Placer County and the State of California; 2) review of aerial photographs; 3) interviews with occupants of the site and adjacent properties and with regulatory personnel familiar with the site and its vicinity; and 4) reconnaissance of the site and its vicinity.

### 3.0 SITE OVERVIEW

#### 3.1 Location

The subject property is located at 5220 and 5240 Pacific Street in Rocklin, California. The property appears on the Rocklin 7.5-minute series Quadrangle USGS Topographic Map, in Township 11 North, Range 7 East, Section 19, Tract G and appears on Placer County Assessor's Map Book 10, Page 16, Parcel Nos. 1 and 2.

#### 3.2 Site Description

The subject property includes approximately 0.7 acres of vacant rough graded land. The surface of the site is covered with pebbly to cobbly silty sand and sparse freshly sprouted grass. At the time of our site reconnaissance, we observed four discarded tires near the northwestern edge of the site, minor amounts of refuse, and some slightly stained soil near the western corner of the property. Recent street improvements include decorative concrete along the property line on Pacific Street and Rocklin Road. The site configuration is shown on the Generalized Site Plan (Plate 2).

### 3.3 Adjacent Properties

The subject property is bounded on the southwest by Whitt's Auto Repair and on the northwest by a structure occupied by Project Go, Inc. A Food and Liquor grocery and filling station is located across Pacific Street southeast of the property. The property is bounded on the northeast by Rocklin Road, across which is a restaurant and Rocklin Body Shop.

### 4.0 HISTORICAL LAND USE

#### 4.1 Site History

Sanborn Maps (1893, 1898, 1907, 1930) show that the site was occupied by various residences and associated small structures. The 1893 map indicates that a residence, wagon shop, and a stable were present on the northeastern half of the site; the southwestern half of the property was vacant. The 1898 map shows that the structures were still present. The wagon shop was called a garage and shed, the stable was described as an upholstery shop. A well and pump is shown near the central portion of the site approximately 30 ft from the northeastern edge of the property. The 1907 map indicates that a residence had been constructed on the southern portion of the site. The original residence was still present; the other site buildings had been replaced by the Blackwell Livery Stable and a wagon shop (east corner of the site). No indication of the well was shown. The 1930 map (approximate date) shows the residence on the southwestern half of the site; the livery stable replaced by a single store building and an associated small building. Gas and oil are shown on the property immediately southwest (Whitt's Auto Repair), probably in an underground tank. Sanborn Maps indicate storage of oil in aboveground and underground containers near the roundhouse through 1907.

Based on review of stereoscopic aerial photographs (Geonex Cartwright, 1962, 1970, 1978, and 1986), the site contained two structures and several trees from 1962 until prior to their removal sometime between 1978 and 1986. A quarry was in operation south and east of the site from the late 1800's to the present. The auto repair facilities northeast and southwest of the property were present in 1962. The Rocklin Arco and Rocklin Market were present in photos from 1962. The properties currently occupied by Food and Liquor and Project GO, Inc. were vacant during 1962. The semi-circular foundation of the former Southern Pacific roundhouse was apparent in the earliest photographs.

The roundhouse foundation is less apparent in the photos from 1970. Very little had changed during the 1960's. By 1978 some new construction had occurred along Pacific Street; this included the construction of the Food and Liquor grocery and filling station. The air photos from 1986 showed that the site structures had been removed. The structure occupied by Project GO, Inc. was present by this time.

The site structures were constructed sometime prior to or during the 1930's; according to personnel from Whitt's Auto Repair, artifacts from the 1920's were found in their attic. The structure occupied by Whitt's was apparently one of the first buildings constructed along Pacific Street. According to information provided by Mr. Gould, the roundhouse was built during 1866 and included a passenger depot. During 1873, the roundhouse caught fire and was rebuilt. Before the roundhouse engine-repair operations moved to Roseville during the early 1900's, the roundhouse could hold thirty engines and was used to clean and maintain drive wheels and locomotives.

## 5.0 ENVIRONMENTAL SETTING

### 5.1 Physiographic Setting

The subject property is located on the western flank of the Sierra Nevada physiographic province near the eastern flank of the Sacramento Valley physiographic province. The elevation at the site is approximately 255 ft above mean sea level. The semi-arid climate is characterized by mild to cool, wet winters and hot, dry summers with approximately 18-ins of precipitation annually. With the exception of water filled quarry pits, the nearest surface water is Antelope Creek, located approximately 2,600 ft north-northwest of the site.

### 5.2 Soil Conditions

Native soil exposed on the subject property consists of a tan to light brown, medium- to coarse-grained pebbly silty granitic sand. This soil has developed on highly fractured granitic rock known as the Rocklin pluton. The Rocklin pluton consists mainly of quartz diorite and is part of the Mesozoic intrusive sequence of the Sierra Nevada Batholith (Wagner et. al., 1981). Outcrops of the Rocklin Pluton were observed in several locations surrounding the site during our site reconnaissance work.

### 5.3 Groundwater

The subject property is located within the Sacramento River Hydrologic Basin, as defined by the State of California Department of Water Resources (DWR). According to groundwater surface elevation maps from DWR (1986) and the Sacramento County Department of Public Works (1987), groundwater elevations projected beneath the subject property indicate that the groundwater elevation is approximately 80 to 100 ft above mean sea level, or approximately 155 to 175 ft below the existing ground

surface. Because of the highly fractured nature of underlying igneous rock, shallow perched groundwater is likely to be present in the near surface weathered zone and in fractures at very shallow depths beneath the subject property. Groundwater beneath the subject property apparently flows in a west-southwesterly direction at this location (DWR, 1986). However, because of the irregularity of the surface of the underlying bedrock, local groundwater depth and flow direction vary greatly.

## **6.0 INVESTIGATIVE RESULTS**

### **6.1 Field Observations**

During our site reconnaissance, the site was roughly graded and consisted of bare rocky soil and some minor refuse. Four discarded tires were present near the northwestern boundary of the site. Surface soil stains were observed near the entrance to Whitt's Auto Repair. No other subjective evidence (staining or odor) were observed. A variety of hazardous materials are apparently present at different auto repair and body shops near the project site. Some improper use and storage of hazardous materials was observed during our reconnaissance consisting of the discharge of small quantities of oil and/or solvent onto the ground at Whitt's Auto Repair.

### **6.2 Agency Review**

A review of data available from various regulatory agencies indicated that eight sites within 0.25-mile of the subject property are known to use or store hazardous materials; these include ten underground storage tanks at four different locations. We also observed a number of businesses that were likely to use or store hazardous materials that were not on file with the County.

Hazardous materials thought to be used or stored within 0.25-mile of the subject property include fuel and oil in underground storage tanks, oil and waste oil, automotive fluids (transmission and brake fluids), paints, solvents, welding gases, adhesives, antifreeze, and printing materials.

TABLE 1  
HAZARDOUS MATERIALS AND UNDERGROUND STORAGE TANKS  
WITHIN APPROXIMATELY 2,000 FEET  
QUARRY PROPERTY  
ROCKLIN, CALIFORNIA

| Address           | Facility Name             | Number of Tanks | Approximate Distance(ft)/ Direction |
|-------------------|---------------------------|-----------------|-------------------------------------|
| 4850 Pacific St.  | Jerry's Auto Repair       | 1               | 1,650/NE                            |
| 4975 Pacific St.  | Rocklin Arco              | 4               | 1,100/NE                            |
| 5110 Pacific St.  | Ken's Brakes              | 3               | 350/NE                              |
| 5125 Pacific St.  | Holt's Automotive Repair  | 0               | 450/NE                              |
| 5135 Pacific St.  | Ken's Tires               | 0               | 350/NE                              |
| 5255 Pacific St.  | Big Gun Mining Company    | 0               | 200/SE                              |
| 5255 Pacific St.  | Panoche Contractors, Inc. | 0               | 100/SE                              |
| 5260 Pacific St.  | Whitt's Auto Repair       | A               | Adjacent/SW                         |
| 5410 Pacific St.  | River City Stucco         | 0               | 800/SW                              |
| 3800 Rocklin Rd.  | Food and Liquor #91       | 2               | 100/SE                              |
| First St./Rocklin | SPRR Roundhouse           | A               | 300/N                               |

A = Removed or abandoned underground storage tanks  
0 = Facilities that may utilize or store hazardous materials

The Food and Liquor grocery located at 3800 Rocklin Road appeared on the Office of Planning and Research "Cortese List" (1990) and the RWQCB Tank Tracking System list, contamination at the former railroad roundhouse is not documented. No other contaminated sites are listed which are within 0.25-mile. No sites requiring further action and located within 0.25-mile of the subject property appeared on the Abandoned Sites Program Information System list (DHS,

1989a), with the exception of the railroad roundhouse for which a preliminary endangerment assessment is pending. No active or inactive landfills are listed within 1 mile of the site by the California Integrated Waste Management Board (CIWMB, 1990a, 1990b). The inactive Rocklin Dump listed on the ASPIS is thought to be located approximately 1.1 miles east-southeast of the project site.

TABLE 2  
 KNOWN CONTAMINATED SITES IN SITE VICINITY  
 QUARRY PROPERTY  
 ROCKLIN, CALIFORNIA

| Address                  | Facility Name       | Hazardous Substances | Environment Affected | Approximate Distance(ft) Direction |
|--------------------------|---------------------|----------------------|----------------------|------------------------------------|
| Known Contaminated Sites |                     |                      |                      |                                    |
| 4850 Pacific St.         | Jerry's Auto Repair | Fuel/Oil             | Soil                 | 1,650/NE                           |
| 4855 Pacific St.         | Rocklin Market      | Fuel/Oil             | Soil/GW              | 1,650/NE                           |
| 3800 Rocklin Rd.         | Food and Liquor #91 | Fuel                 | Soil/GW              | 100/SE                             |
| First St/Rocklin         | SPRR Roundhouse     | Oil                  | Soil                 | 300/NW                             |
| "Superfund" Sites:       |                     |                      |                      |                                    |
| None within 2 miles      |                     |                      |                      |                                    |
| GW = Groundwater         |                     |                      |                      |                                    |

Soil and groundwater contamination was detected during 1987 at the Food and Liquor grocery located approximately 100 ft southeast of the subject property. Contamination occurred as the result of one or more leaky underground fuel storage tanks. Static groundwater was present at depths of 2.5 to 4 ft in three monitoring wells installed at the site. Groundwater samples collected from the monitoring well closest to the intersection of Pacific Street and Rocklin Road contained 13 parts per million (ppm) total petroleum

hydrocarbons as gasoline (TPHg), 1.8 ppm benzene, 0.12 ppm toluene, and 1.94 ppm total xylene isomers. Water samples from wells to the southeast and southwest showed low to non-detectable hydrocarbon contamination. Soil at 2.5 ft below ground surface contained 410 ppm TPH as diesel (TPHd), and 53 ppm TPHd at 5 ft below ground surface. Somewhat elevated concentrations of TPHg, benzene, and xylenes were also detected. No organic lead was found in soil samples from this site. No information was found documenting offsite migration of contaminants from the site. Contaminated soil was removed and new tanks were installed. A request for file closure has been issued; however, we consider such closure unlikely without further delineation of contamination.

Past activities at the Southern Pacific roundhouse have included storage of oils and locomotive repair until 1907. Contamination is thus possible. However, none has been publicly documented to date.

Two other contaminated sites are located approximately 1,650 ft northeast of the property. These facilities are Jerry's Auto Repair and Rocklin Market. Both sites were contaminated as a result of leaking underground storage tanks. Soil was contaminated, mainly with waste oil and some fuel, at Jerry's Auto Repair. Soil and groundwater were significantly contaminated at the Rocklin Market. Soil samples contained up to 5,170 ppm TPHg, 16.5 ppm benzene, 109 ppm toluene, 50.5 ppm ethylbenzene, 229 ppm total xylenes, and 8.7 ppm lead. Further, motor oil was characterized at 412 ppm 13.5 ft below ground surface. Contamination at this site was discovered during city street improvements. Because of the distance between these sites and the subject property, the potential for migration of contaminants to the subject property is extremely low.

The site is in close proximity to possible contaminated sites (Whitt's Auto Repair, other auto repair facilities). Because of the extreme local variation of shallow groundwater flow direction, the probability of soil or groundwater contamination of the site is judged low to moderate.

Our opinion that such contamination or any other contamination of the subject property is unlikely is based on our reconnaissance of the property and near vicinity, on the hydrogeologic characteristics of the area, and on the distances from the property to the potential sources of contamination. Some possibility of contamination from unknown sources should be recognized; this possibility can only be more definitely evaluated by drilling borings and chemically analyzing soil and/or groundwater samples.

#### **8.0 LIMITATIONS**

The above conclusions are based on our assessment of conditions indicated to exist as of the date of our field reconnaissance (February 1, 1991). Our assessment included a brief field reconnaissance, a review of the referenced public documents, interviews with the site occupants and other personnel thought to be familiar with the site and its near vicinity, and state or local regulatory personnel familiar with the area. This investigation was conducted in accordance with generally accepted standards of environmental geological practice at the time it was performed. The results of this investigation do not preclude the possibility that substances which are currently or which in the future could be defined as hazardous may be present on the property because of activities that we could not identify. Further investigation, including subsurface exploration and laboratory testing of soil and groundwater samples, can reduce the uncertainties inherent in this type of limited environmental assessment. No soil engineering or

geotechnical references are made nor should they be inferred. This report is applicable only to the investigated property and should not be used for any other property.

## 9.0 REFERENCES

California Department of Health Services, 1989a, Abandoned Sites Program Information System list, Toxic Substances Control Division, Sacramento, California.

California Department of Health Services, 1989b, Expenditure Plan for the Hazardous Substances Cleanup Act of 1984, Revision No. 4, Toxic Substances Control Division, Sacramento, California.

California Department of Water Resources, 1986, Map of Elevation of Water in Wells, Spring 1986, Sacramento Valley and Redding Basin, prepared by the Northern District and Central District of the Department of Water Resources, scale 1:250,000.

California Governor's Office, 1989, Office of Planning and Research Hazardous Waste and Substances Sites List (Cortese List), Sacramento, California, revised June, 1989.

California Integrated Waste Management Board, 1990a, Active Landfills, July 30, 1990, Sacramento, California.

California Integrated Waste Management Board, 1990b, Closed and Inactive Landfills, July 30, 1990, Sacramento, California.

Geonex Cartwright, Inc., 1962, Black and White Aerial Photograph Nos. Plal-136 and Plal-137, flown July 28, 1962, approximate scale 1:20,000, Sacramento, California.

Geonex Cartwright, Inc., 1970, Black and White Aerial Photograph Nos. 2942-6-173 and 2942-6-174, flown October 11, 1970, approximate scale 1:20,000, Sacramento, California.

Geonex Cartwright, Inc., 1978, Black and White Aerial Photograph Nos. 8314-15 and 8314-16, flown September 8, 1978, approximate scale 1:36,000, Sacramento, California.

Geonex Cartwright, Inc., 1986, Black and White Aerial Photograph Nos. 86086-60 and 86086-61, flown April 11, 1986, approximate scale 1:12,000, Sacramento, California.

Sacramento County Department of Public Works, 1987, Spring 1987 Ground Water Elevations County of Sacramento, County of Sacramento Department of Public Works Water Resources Division, scale 1:125,000.

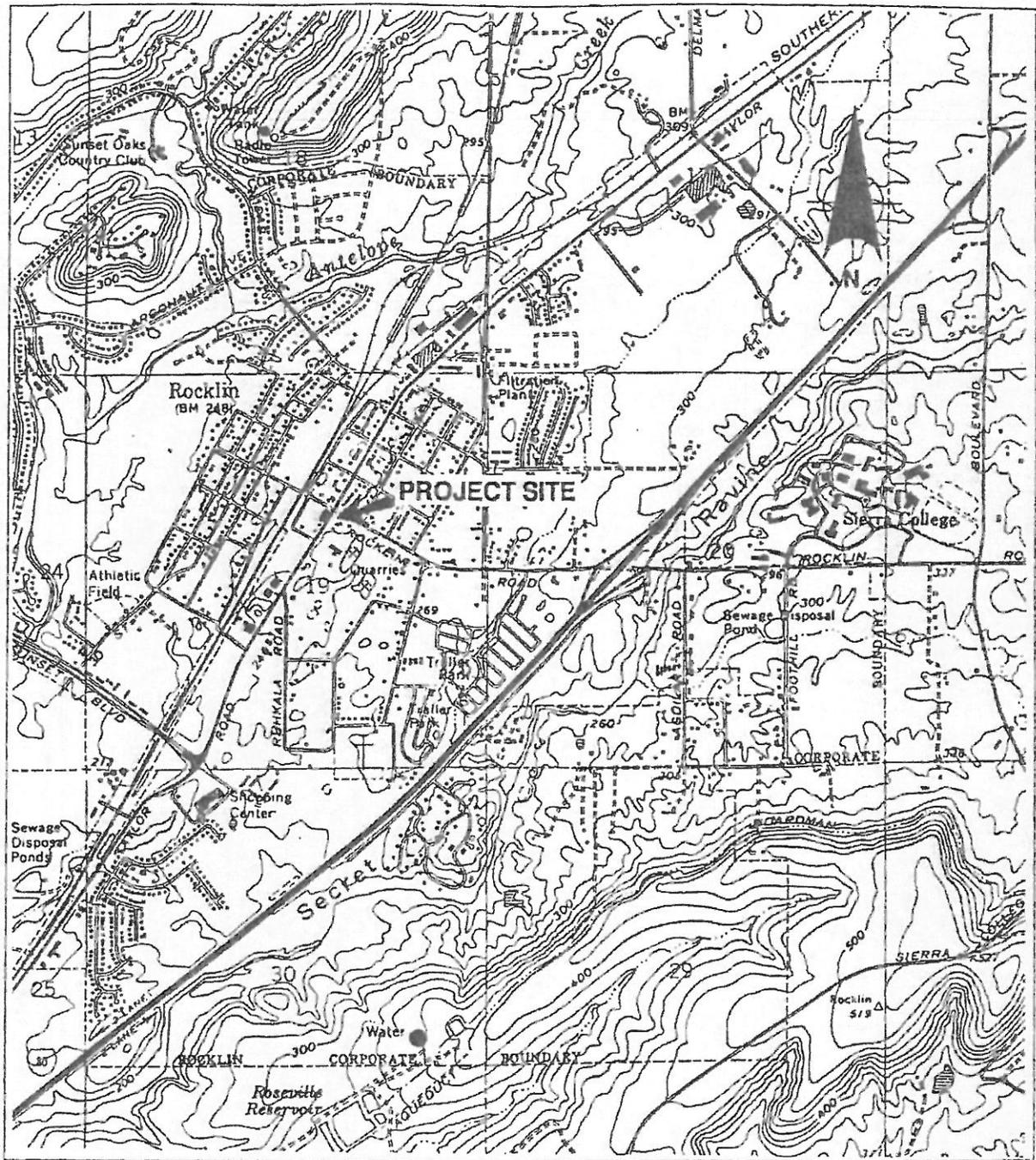
Sanborn Map Company, 1893, Sanborn Fire Insurance Map of Rocklin, California, reproduced on microfilm by Chadwyck Healey, Inc., Teaneck, New Jersey,

Sanborn Map Company, 1898, Sanborn Fire Insurance Map of Rocklin, California, reproduced on microfilm by Chadwyck Healey, Inc., Teaneck, New Jersey,

Sanborn Map Company, 1907, Sanborn Fire Insurance Map of Rocklin, California, reproduced on microfilm by Chadwyck Healey, Inc., Teaneck, New Jersey,

Sanborn Map Company, 1930, Sanborn Fire Insurance Map of Rocklin, California, reproduced on microfilm by Chadwyck Healey, Inc., Teaneck, New Jersey,

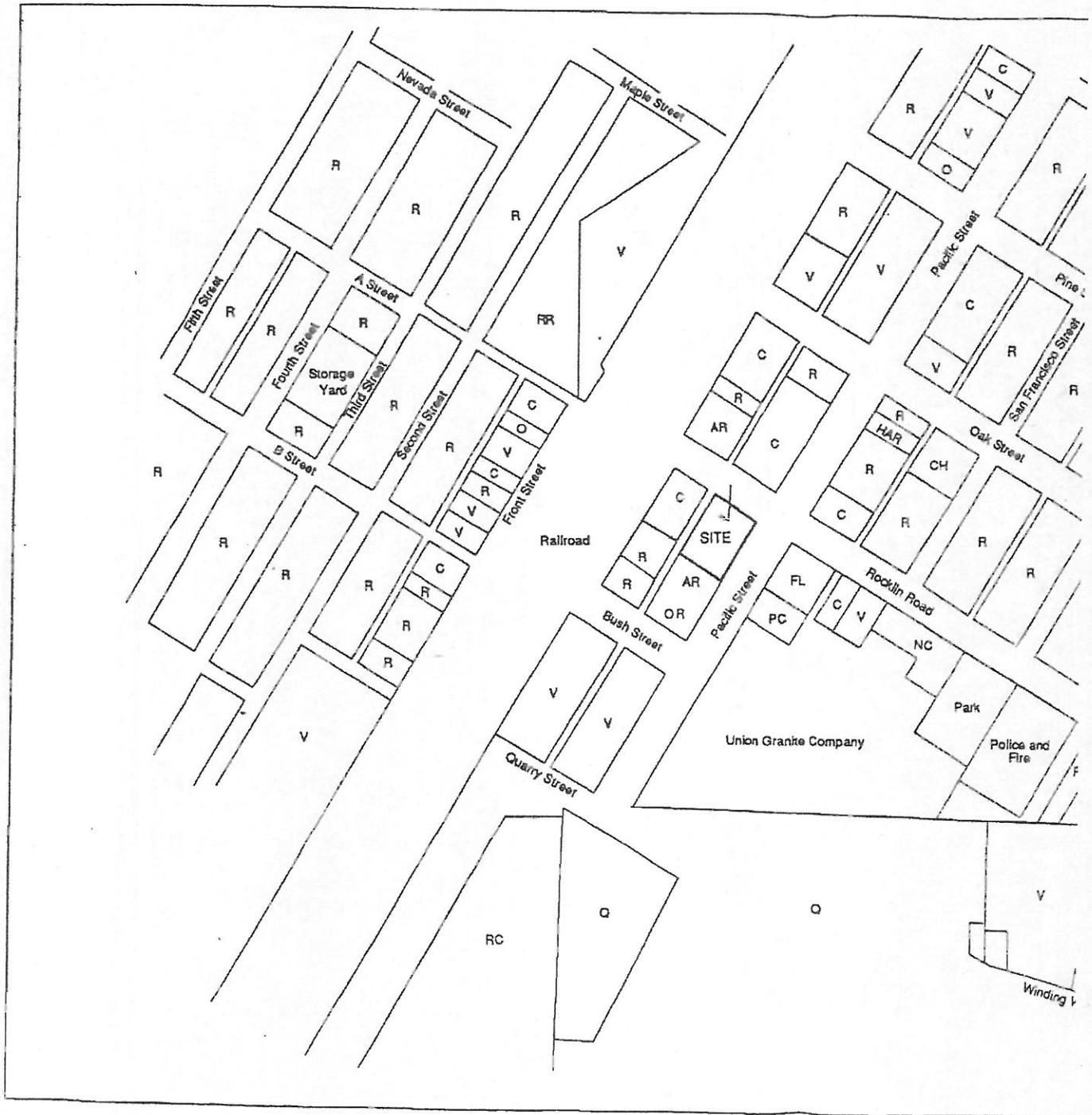
Wagner, D.L., C.W. Jennings, T.L. Bedrossian, and E.J. Bortugno, 1981, Regional Geologic Map Series, Sacramento Quadrangle, Map No. 1A (Geology), California Division of Mines and Geology.



0 1000 2000 3000 Feet  
 Scale

Reference: USGS 7.5' Quadrangle Rocklin Ca., 1981

**SITE LOCATION MAP**  
 QUARRY PROPERTY  
 ROCKLIN, CALIFORNIA  
 ROGER FOOTT ASSOCIATES, INC.



PHASE I ENVIRONMENTAL SITE ASSESSMENT  
PROPOSED RITE AID SITE  
APPROXIMATE 2.0-ACRE PROPERTY  
APNs 0010-0160-003 through -016  
Rocklin Road and Pacific Street  
Rocklin, California  
Raney Reference No. 1578-010

 **Geotechnical**  
**Raney**

## TABLE OF CONTENTS

|  |    |
|--|----|
| INTRODUCTION.....  | 1  |
| PURPOSE .....  | 1  |
| SPECIAL TERMS AND CONDITIONS .....   | 1  |
| EXCEPTIONS AND LIMITATIONS .....   | 1  |
| SCOPE OF WORK .....  | 2  |
| REGIONAL SETTING.....  | 3  |
| PHYSICAL SETTING SOURCES.....  | 3  |
| GEOLOGICAL/HYDROGEOLOGICAL CHARACTERISTICS .....   | 3  |
| Geology.....   | 3  |
| Hydrogeology.....  | 3  |
| Surface Water/Flood Potential .....  | 3  |
| Groundwater.....   | 3  |
| SITE RECONNAISSANCE .....  | 4  |
| PRESENT SITE USE.....  | 4  |
| General.....   | 4  |
| Known On-site Environmental Conditions .....   | 5  |
| Common Site Specific Environmental Concerns .....  | 5  |
| Containerized Hazardous Materials.....   | 5  |
| Unidentified Substance Containers .....  | 5  |
| Storage Tanks/Petroleum Pipelines/Oil & Gas Wells .....  | 5  |
| Polychlorinated Biphenyls (PCBs).....  | 6  |
| Solid Waste Disposal.....  | 6  |
| Agricultural Chemicals .....   | 6  |
| Radon .....  | 6  |
| Asbestos .....   | 6  |
| Lead-Based Paint.....  | 7  |
| Urea Formaldehyde.....   | 7  |
| Utilities.....   | 7  |
| Natural Gas/Electricity .....  | 7  |
| Sewage Disposal .....  | 7  |
| Drinking Water.....  | 7  |
| PRESENT ADJACENT SITE USE .....  | 7  |
| HISTORICAL USE INFORMATION.....  | 8  |
| PAST SITE USAGE .....  | 8  |
| General .....  | 8  |
| Sanborn Fire Insurance Maps.....   | 8  |
| Historical Aerial Photography and USGS Quadrangles .....   | 9  |
| PAST ADJACENT SITE USAGE .....   | 9  |
| RECORDS REVIEW.....  | 9  |
| GENERAL .....  | 9  |
| EDR DATABASE SEARCH.....   | 10 |
| Identified Vicinity Sites .....  | 10 |
| General .....  | 10 |
| "Orphan" Sites .....   | 12 |
| CONCLUSIONS.....   | 13 |
| STATEMENT OF QUALIFICATIONS.....   | 14 |
| LIST OF PLATES   |    |
| Plate 1, <i>Plot Plan</i>  |    |
| Plates 2 through 4, <i>Site Photographs</i>  |    |
| APPENDICES   |    |
| Appendix A- EDR Radius Map report  |    |
| Appendix B- Tank Removal Report and Workplan for Additional Environmental Investigation, 5250 Pacific Street, Rocklin; by Ground Zero Analysis |    |

## EXECUTIVE SUMMARY

Raney Geotechnical has completed Phase I environmental assessment of the subject property. The subject site presently supports a recycling facility, a real estate office, an automotive repair shop, a hair salon, a residence, and a vacant lot. We have found no environmental concerns related to the current usage of the property.

Review of historical information indicates that the site was developed as early as the late 1800s and past site usage is indicated to generally be environmentally benign. However, a Sanborn Fire Insurance map dated 1941 shows an area labeled "oil and gas" within the easterly portion of the site, southerly of the current AIM Realty/AAT Auto Repair Building. In addition, our regulatory agency research has indicated that two underground storage tanks were removed from the easterly portion of the property, south of the real estate office, in 1995. Evidently, these tanks were revealed during widening of Pacific Street. Soil sampling from area of the former tanks revealed significant soil contamination. It is unknown whether the tanks removed in 1995 are related to the notation of "oil and gas" in this vicinity on the 1941 Sanborn Map. Nonetheless, the agency records indicate that the extent of contamination on the subject property has not been fully characterized, and the site does not appear to have a "closure" status with the agencies. Our review indicates that further subsurface investigation is warranted to evaluate the area of the former underground storage tanks. Further investigation should include a geophysical survey to assess whether any additional underground storage tanks and/or piping remains, and soil and subsurface water sampling to further characterize the extent of contamination. Further environmental investigation should be coordinated with the applicable environmental agencies with a goal of achieving a closure status.

Three 55-gallon drums are currently located on the property. One of the drums is labeled "hazardous waste" and may be related to past environmental investigation of the site. The other two drums are not labeled. The drums should be properly disposed.

The last ban on the manufacture of a friable asbestos containing building materials (ACBM) was in 1978; the presence of ACBM is generally only considered a significant concern in buildings constructed before about 1980. With the exception of the Project Go building, the buildings on the subject property were constructed prior to the 1960's. An asbestos survey of the on-site structures was outside the scope of this study and would be required prior to any demolition/renovation of the older site buildings.

Our research of government agency information indicates that there have been a number of reported contamination conditions within the immediate vicinity of the subject property, including the leaking underground tank conditions on the subject site. In addition, the Tower Mart/Chevron facility located across Pacific Street easterly of the site is listed for leaking underground storage tank conditions. Our review indicates that soil and subsurface water contamination has been detected at the Tower Mart/Chevron property, and that the subsurface water flow direction is toward the subject site. It is unknown whether contaminants from the Tower Mart/Chevron property have migrated beneath the subject site. Although the Tower Mart/Chevron owner is indicted to be responsible for investigation and any necessary cleanup associated with this site, any migration of petroleum hydrocarbon contamination beneath the subject site could complicate environmental assessment of the subject site. Other than the Tower Mart/Chevron property, we have found no other nearby contamination conditions that could significantly affect the environmental integrity of the subject site.

November 24, 1998

Psomas and Associates  
Attention: Dennis Clift  
2295 Gateway Oaks, Suite 250  
Sacramento, CA 95833

**PHASE I ENVIRONMENTAL SITE ASSESSMENT  
PROPOSED RITE AID SITE  
APPROXIMATE 2.0-ACRE PROPERTY  
APNs 0010-0160-003 through -016  
Rocklin Road and Pacific Street  
Sacramento, California  
Raney Reference No. 1578-010**

## INTRODUCTION

### PURPOSE

We have completed Phase I environmental assessment of the subject property. This report presents our findings. The purpose of our assessment has been to determine if there is a likelihood of significant site contamination from either on- or off-site sources.

### SPECIAL TERMS AND CONDITIONS

We have been authorized by Psomas and Associates to perform Phase I environmental assessment of the property. Without prior written consent of the client, Raney Geotechnical will keep confidential and not disclose to any person or entity, any data or information provided by the client or generated in conjunction with the performance of the study. Provisions of confidentiality shall not apply to data or information obtained from the public domain or acquired from third parties not under obligation to the client to maintain confidentiality.

### EXCEPTIONS AND LIMITATIONS

The Phase I (a.k.a. Level I) work summarized in this report meets and exceeds the scope and limitations of the 1997 American Society for Testing and Materials (ASTM) standard for Phase I environmental assessments (ASTM Standard Practice E 1527-97); no exceptions to or deviations from this ASTM standard were made during the course of our work.

Our services are performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar

Page 2  
Rocklin Road and Pacific Street  
November 24, 1998  
Job No. 1578-010

conditions. Our conclusions are our opinions based upon the cited reference materials, conversations and reconnaissance. No warranty regarding the accuracy of our opinions or conclusions is expressed or implied.

#### SCOPE OF WORK

Our work has included research and reconnaissance of the subject property and near vicinity. Our research has included a review of current Environmental Data Resources (EDR) information for the subject site vicinity; the EDR data either included or were supplemented by the following sources:

- United States Environmental Protection Agency (EPA) including the Emergency Response Notification System (ERNS), Resource Conservation and Recovery Act (RCRA) listings, and the Comprehensive Environmental Response and Liability Information System (CERCLIS) which includes National Priorities List (NPL) sites
- United States Department of the Interior, Geological Survey (USGS)
- California Department of Conservation, Division of Mines and Geology (CDMG)
- California Department of Conservation, Division of Oil and Gas (DOG)
- California "Cortese List"
- California EPA, Department of Toxic Substance Control (DTSC) CalSites listings, which includes Annual Work Plan (AWP) sites
- California Integrated Waste Management Board (CIWMB), Active/Inactive Landfills and Transfer Stations/Composting Quality Control Board
- California Fire Marshal's Office, petroleum pipeline maps
- County Environmental Health/Management Department
- Readily available historical aerial photography, topographic maps, and Sanborn Fire Insurance Maps
- Communications with a property owner representative and other individuals familiar with the property

Our site work has included reconnaissance of the property, as well as drive-by observations of adjacent and nearby properties. Our work has not included a chain of title document search, site specific chemical testing, or an asbestos survey. An EDR Radius Map report is presented in Appendix A.

## REGIONAL SETTING

### PHYSICAL SETTING SOURCES

Sources used to determine the regional setting during this study have included the following:

- 1977 CDMG Geologic Map of California (1:750,000)
- 1994 CDMG Fault Activity Map of California (1:750,000)
- 1981 CDMG Geologic Map of the Sacramento Quadrangle (1:250,000)
- 1985 USGS Geologic Map of Late Cenozoic Deposits of the Sacramento Valley (1:62,500)
- 1980 USGS Rocklin Quadrangle (1:24,000)
- Appended EDR Radius Map database listing (including topographic and area maps)

### GEOLOGICAL/HYDROGEOLOGICAL CHARACTERISTICS

#### Geology

The subject property is located on the westerly margin of the Sierra Nevada mountain range in the Sierra Nevada Geomorphic Province of California. The subject property lies within the Mesozoic Rocklin Pluton, a triangularly shaped body of granite and granodiorite outcropping in the foothills immediately northeast of Sacramento. Surficial soil observed during our site reconnaissance consists primarily of brown and red-brown silty and clayey sands and sandy silts; these materials have developed mostly from weathering of the described plutonic rocks. Excavations on the site performed by others associated with underground storage tanks removal (described later in this report) indicate that intact granitic bedrock was encountered at depths on the order of 12 feet. Granitic outcroppings/boulders are present at the surface within the far southerly portion of the property.

#### Hydrogeology

##### *Surface Water/Flood Potential*

The subject property is situated at an average elevation about 300 feet above sea level. Topography in the general site vicinity slopes gently to the west. Surface water generated on-site will tend to infiltrate soils on-site. When infiltration rates are exceeded, surface water would flow toward adjacent roadways. No suspicious run-off to or from the subject property was noted during our August and November 1998 site visits.

The appended EDR report indicates that the property is located outside 100- and 500- year flood zones.

##### *Groundwater*

Central Valley Regional Water Quality Control Board (CVRWQCB) personnel have indicated shallow (perched) groundwater is common to the area. The depth of the shallow groundwater is locally variable and seasonally dependent; shallow groundwater is usually found from 50 feet below ground surfaces to near surface levels. Deep groundwater, where present, is confined to rock joints and fractures. CVRWQCB personnel have indicated that deep regional groundwater gradients,

where determined in this area, generally trend in a southwesterly direction. Previous investigations on the site reportedly did not encounter significant perched water overlying the intact bedrock. However, it could be expected that perched water would be present within a depth of 12 feet seasonally.

## SITE RECONNAISSANCE

### PRESENT SITE USE

#### General

The subject property is located within a mostly developed commercial area of Rocklin, Placer County, California. The subject property occupies nearly an entire block and is generally bounded by Rocklin Road to the northeast, by Pacific Street to the southeast, by vacant land to the northwest, and by Bush Street to the southwest. The Placer County Assessor's Parcel Numbers (APNs) for the property are 0010-0160-003 through -016. For a better understanding of the subject site location and layout, please refer to Plates 1 through 4; various vicinity maps also are presented in Appendix A.

The subject property presently supports four commercial buildings, a residence, and a vacant lot. The commercial buildings on the subject property are presently occupied by Project Go, Inc., Aim Realty, Advanced Automotive Technology (AAT), and House of Style.

The building that occupies the northwesterly portion of the property, Project Go, Inc., is addressed as 3740 Rocklin Road. Project Go, Inc. is a recycling facility that accepts only non-hazardous materials (paper, metal, and glass) for recycling. These items are stored on-site at the facility's yard, located immediately adjacent to and southerly of the Project Go's office building. During our site visit, we conducted a walk-through of the on-site office and yard. We noted several large bins of the mentioned items (paper, strips of metal, and glass bottles), several empty 55-gallon drums, engine parts, and a trailer at the on-site yard. Project Go's coordinator indicated that the empty 55-gallon drums were donated to the facility and have not been used to store hazardous materials at the site. Chain-link fencing surrounds the office building and recycling yard. We did not note any environmental concerns with respect to this portion of the subject property.

House of Style, addressed as 5270 Rocklin Road, is located on the southeasterly portion of the subject property. House of Style is a hair salon that was formerly a residence. A wooden picket fence surrounds the building. We did not note any environmentally suspicious activities with respect to this property. A one-story single family residence, addressed as 3745 Bush Street, occupies the southwesterly portion of the subject property.

Aim Realty, addressed as 5250 Rocklin Road (Suite A), is located on the easterly portion of the subject property. Aim Realty is a small real estate office. Advanced Automotive Technology (AAT), also addressed as 5250 Rocklin Road, is located immediately westerly of Aim Realty. AAT is a small automobile repair shop. We did not observe any environmental concerns associated with current activities at AAT. However, our research has indicated that underground storage tanks were removed from the area directly south of the Aim Realty/AAT building, and that soil contamination was detected during tank removal. Discussion regarding the tank removal

activities and known contamination conditions is presented in the *Records Review* section of this report.

A 55-gallon drum labeled "hazardous waste" was observed southerly of the Aim Realty/AAT building; this drum may be related to previous environmental exploration/sampling activities at the site. In addition, two unlabeled 55-gallon drums were observed southwest of this building, near the paved access road.

The northeasterly portion of the property is presently vacant. This portion of the subject property presently supports low grasses and several trees. A north-south trending paved access road is located on the central portion of the subject property. We noted powerlines along the central portion of the subject property. Four pole-mounted transformers were observed. The transformers appeared to be in good condition with no obvious signs of leakage.

No suspicious run-off to or from the property was noted during our August and November 1998 site visits. No significant surface stains on soils or evidence of improper disposal practices were observed. No evidence of suspicious dumping was noted.

#### **Known On-site Environmental Conditions**

The property addressed as 5250 Pacific Street, appears on the Central Valley Regional Water Quality Control Board (CVRWQCB) Leaking Underground Storage Tanks list. Our research indicates that underground storage tanks were removed from this portion of the property in 1995, and that soil contamination was detected on the site at that time. The tank removal and known contamination information are discussed later in the *Records Review* section.

#### **Common Site Specific Environmental Concerns**

##### *Containerized Hazardous Materials*

We noted a 55-gallon drum labeled "hazardous waste" southerly of the Aim Realty/AAT building. This drum may be related to previous environmental exploration/sampling activities of the site.

##### *Unidentified Substance Containers*

Two unlabeled 55-gallon drums were observed southwest of the Aim Realty/AAT building, near the paved access road.

##### *Storage Tanks/Petroleum Pipelines/Oil & Gas Wells*

We observed no obvious evidence of existing underground product tanks or buried pipelines on the subject property; however, our research indicates that underground storage tanks were located on the property until 1995 (discussed later in this report). In addition, a Sanborn Fire Insurance Map dated 1941 shows an area labeled "oil and gas" within the easterly portion of the property. It is unknown whether the tanks removed in 1941 are related to the notation on the 1941 Sanborn Map.

A review of available pipeline maps obtained from the State Fire Marshal's Office indicates that a petroleum pipeline is located about 100 feet westerly of the subject property, adjacent to the Southern Pacific Railroad tracks. Our research indicates that there have been no leaks from the

Page 6  
Rocklin Road and Pacific Street  
November 24, 1998  
Job No. 1578-010

petroleum pipeline that would pose an environmental threat to the subject property. Communication with California Department of Conservation's Division of Oil and Gas (DOG) personnel indicates that there are no oil and gas wells drilled within one mile of the subject property.

#### *Polychlorinated Biphenyls (PCBs)*

We did not observe any PCBs containing materials on the property. However, we did note four pole-mounted transformers on the central portion of the subject property. The transformers appeared to be in good condition with no obvious signs of leakage. The transformers are owned and operated by Pacific Gas and Electric (PG&E). PG&E personnel have indicated that transformers acquired after 1979 are PCB-free by purchase specifications, although subsequent levels cannot be confirmed without testing. If necessary, PG&E will sample and analyze transformer contents for a fee.

#### *Solid Waste Disposal*

Our research and reconnaissance have not revealed any evidence of solid waste burial on the property.

#### *Agricultural Chemicals*

We are not aware of any past use of agricultural chemicals on the subject property.

#### *Radon*

Radon is a naturally occurring radioactive gas. Radon results from the natural decay of uranium. The primary route of exposure to radon is via inhalation. In an open environment, radon readily dissipates.

Radon levels of less than 4.0 pCi/L may produce some increase in the risk of occurrence of lung cancer; however, further reduction of such concentrations may be difficult or impossible to achieve. According to an EPA survey cited by EDR, of the nine households studied within the area (Zip Code 95677), none exhibited radon gas levels greater than 4.0 pCi/L.

#### *Asbestos*

The last ban on the manufacture of a friable asbestos containing building materials (ACBM) was in 1978; the presence of ACBM is generally only considered a significant concern in buildings constructed before about 1980. With the exception of the Project Go building, the buildings on the subject property were constructed prior to the 1960's. An asbestos survey of the on-site structures was outside the scope of this study and would be required prior to any demolition/renovation of the older site buildings.

Page 7  
Rocklin Road and Pacific Street  
November 24, 1998  
Job No. 1578-010

#### *Lead-Based Paint*

The EPA considers lead-based paints to be a potential source of lead exposure to children. In 1978, the Consumer Products Safety Commission banned lead-based paint for residential use. Communications with California DHS and Federal EPA staff indicate that presently there are no regulations governing lead-based paint in commercial buildings. Lead-based paints normally become a public health issue when painted surfaces become significantly damaged or deteriorated. An identification of lead-based paints is outside the scope of this investigation.

#### *Urea Formaldehyde*

Formaldehyde occurs naturally and is a widely produced industrial chemical. A majority of formaldehyde production is used to formulate urea formaldehyde resins which are used in plywood, particleboard, and foam insulation.

Urea formaldehyde foam insulation (UFFI) was banned by the Federal government in the early 1980's. Past discussions with California Department of Health Services staff indicate that the use of UFFI occurred mainly in the eastern United States and that very little UFFI was used in California. Urea formaldehyde resins are found in most plywood and particleboard produced in the United States. There are presently no regulatory requirements regarding wood products containing urea formaldehyde in buildings, and it is our understanding that formaldehyde vapor from these building materials generally dissipates to non-detectable levels after about ten years. We are not aware of any reported indoor air quality problems on the property related to urea formaldehyde.

#### *Utilities*

##### *Natural Gas/Electricity*

Natural gas and electricity are supplied to the general site vicinity by PG&E.

##### *Sewage Disposal*

Sewage disposal service is provided to the general site vicinity by the South Placer Municipal Utility District. Sewage discharges to the Regional Treatment Plant, located at Dry Creek Road in Roseville. We are not aware of any septic systems on the property.

##### *Drinking Water*

Drinking water for the subject area is provided by the Placer County Water Agency. Drinking water is supplied to the area from Lake Spalding. We are not aware of any water wells on the property.

#### **PRESENT ADJACENT SITE USE**

The subject property is located within a mostly developed commercial area of Rocklin, California. The subject property is generally bounded by Rocklin Road to the northeast, by Pacific Street to the southeast, by vacant land to the northwest, and by Bush Street to the southwest. "Café Delicias" (a restaurant) and the "Rocklin Body Shop" are situated immediately north of Rocklin Road. A Chevron/Tower Mart service station, a vacant residence, and the Big Gun Mining

Company (granite quarry facilities) are situated immediately east of Pacific Street. Vacant land is situated immediately south of Bush Street. We observed no environmentally suspicious activities during our August and November 1998 reconnaissance/drive-by of adjacent areas. Environmental conditions associated with the Chevron/Tower Mart are discussed later in this report.

## HISTORICAL USE INFORMATION

### PAST SITE USAGE

#### General

Our research into past on-site uses has included review of Sanborn Fire Insurance maps dating back to 1898, readily available aerial photographs dating back to 1961, historic topographic maps, communications with individuals knowledgeable of the subject site, and information gathered in conjunction with earlier environmental assessments performed by this firm on nearby properties. The cited references indicate that portions of the property have supported development as early as 1898. The site has supported numerous commercial and residential buildings over the years. The past use is generally indicated to be environmentally benign. However, past use of underground storage tanks is indicated within the easterly site area.

#### Sanborn Fire Insurance Maps

Sanborn Fire Insurance Maps are typically reviewed in order to identify any environmentally noteworthy information concerning past usage of the subject property and near vicinity. Sanborn Fire Insurance Maps are available for the subject site for the years 1898, 1907, and 1941.

Review of the 1898 Sanborn Map indicates that the site was mostly developed at that time. The northwesterly portion of the subject property supported a hotel/bar. A "saloon/billiards" building is situated immediately southerly of the "hotel/bar". Another "saloon" building is situated southerly of the "saloon/billiards" building. A barber shop building is situated on the westerly portion of the subject property, southerly of the saloon. The southwesterly portion of the subject property is shown to support a "society hall", and the easterly portion of the property supports a "blacksmith/wagon" shop and a few residences. The southeasterly portion of the property supports a "cabin" and a "jail".

The Sanborn Map dated 1907 indicates that the northeasterly portion of the subject property supports a "livery stable", a "blacksmith", an office, a "wagon shed", and a residence. The "saloon/billiards" previously shown immediately southerly of the hotel appears to have been converted to a "sleeping quarters". A barber shop is situated adjacent to and southerly of the sleeping quarters. A "wagon shed" and a grocery store are apparent near the central portion of the subject property. Aside from this, there are no significant changes of the subject property with respect to the 1898 Sanborn Map.

A 1941 Sanborn Map indicates that the northeasterly portion of the subject property supports a "store". The easterly portion of the subject property supports a residence and another "store". An area labeled "oil and gas" is shown southerly of the store on the easterly portion of the property in

the general vicinity of the tanks that were removed from the site in 1995. Another residence is situated southerly of the area labeled "oil and gas". The remainder of the subject property is vacant.

### Historical Aerial Photography and USGS Quadrangles

Historical aerial photography and USGS quadrangles dating back to 1961 have been reviewed to evaluate whether past usage of either the subject property or general vicinity is environmentally noteworthy.

A 1961 aerial photograph indicates that the northeasterly portion of the subject property supported two large buildings at that time. A smaller building is apparent on the easterly portion of the subject property. The southeasterly portion of the property also supports a building. The westerly portion of the property appears vacant and undeveloped.

An aerial photograph dated 1964 indicates that a small structure (apparently a residence) is evident on the southwesterly portion of the subject property. A north-south trending paved access road is apparent on the central portion of the property. Aside from this, there are no significant changes of the subject property with respect to the 1961 aerial photograph.

Review of a 1978 aerial photograph indicates that there are no significant changes of the subject property with respect to the 1964 aerial photograph.

An aerial photograph dated 1986 indicates that the two large buildings on the northeasterly portion of the subject property are no longer apparent. A building with a paved yard is apparent on the westerly portion of the subject property. A small building is apparent near the central portion of the subject property. Aside from this, there are no significant changes with respect to the 1978 aerial photograph.

A 1989 aerial photograph indicates that there are no significant changes with respect to the 1986 aerial photograph.

### PAST ADJACENT SITE USAGE

Information obtained from historical sources cited above indicate that the site vicinity has supported commercial and residential development as early as the late 1800's. Our research indicates that the sites southerly of Bush Street and westerly of the subject property have been vacant for at least 35 years. The site northerly of Rocklin Road has supported commercial uses as early as 1961. The site easterly of Pacific Street supported a residence as early as 1961, a gasoline station as early as 1978, and the Big Gun Mining Company as early as 1898.

### RECORDS REVIEW

#### GENERAL

Our effort to determine if there are any significant nearby environmental threats has included a drive-by survey of the surrounding area as well as a review of an EDR database report for the subject site vicinity supplemented by our research of local government agency information enumerated in the *SCOPE* section of this report. The search radius for each of the government

agency listings meets or exceeds the referenced 1997 ASTM standard for Phase I environmental assessments.

## EDR DATABASE SEARCH

EDR maintains a large database of environmentally-relevant Federal, State and County information, including Placer County Master List of Facilities. At our request, EDR performed a search of their database for relevant information and listed sites situated within the vicinity of the subject property. EDR indicates that the scope of their search both meets and exceeds the referenced ASTM standards for Phase I environmental assessments. In addition, our firm reviewed pertinent records on file with CVRWQCB and the Placer County Environmental Health Department (PCEHD). The results of our review are discussed below.

### Identified Vicinity Sites

#### *General*

EDR identified a number of sites listed by Federal and State government agencies within about one mile of the subject property; the actual EDR report is presented in Appendix A. We reviewed the EDR report for sites which met the following criteria: (1) sites that are applicable to ASTM guidelines; and, (2) sites with the greatest possibility of impact to the property based on proximity and the nature of the environmental condition. The subject property is reported in the EDR report as being listed on the CVRWQCB Leaking Underground Storage Tanks (LUST) database. Agency records pertinent to the subject site, as well as the nearest identified sites with known contamination issues, are discussed below. Copies of particularly relevant agency records (past environmental reports for the subject property) are presented in Appendix B.

#### *Palmer Property*

Aim Realty and Advanced Automotive Technology (AAT), located at 5250 Pacific Street (on the easterly portion of the subject property), occupy the portion of the subject site referred to by the regulatory agencies as the "Palmer Property". Our review of the Central Valley Regional Water Quality Control Board (CVRWQCB) and the Placer County Environmental Health Department (PCEHD) records indicate that in 1995, two underground storage tanks were discovered on the Palmer Property during an implementation of a plan to widen Pacific Street from two lanes to four lanes. Our review of County records indicates that the tanks were installed at the site in May 1992.

In November 28, 1995, the County issued a permit for the removal of the two underground storage tanks. In November 29, 1995, one 10,000 gallon (gasoline) and one 750 gallon (diesel) underground storage tank (UST) were removed from the site (southerly of the present Aim Realty building). A hole reportedly was observed in the 750 gallon tank; no holes were observed in the 10,000 gallon tank. Our review of the January 19, 1996 Ground Zero Analysis Tank Removal Report (included in Appendix B) indicates that both tanks were considerably corroded. Evidence of an unauthorized release was observed at the time of the tank removal. Soil samples were reportedly taken at depths of approximately 10 to 12 feet below ground surface (bgs) from the 10,000 gallon tank area, and from approximately 5.5 feet bgs from the 750 gallon tank area. The soil samples revealed detectable concentrations of lead, total petroleum hydrocarbon as gasoline (TPHg), benzene, and total petroleum hydrocarbon as diesel (TPHd). Our review of the Ground Zero

Page 11  
Rocklin Road and Pacific Street  
November 24, 1998  
Job No. 1578-010

Analysis reports indicates that benzene concentrations ranged from 1.8 to 120 ppm, total lead concentrations ranged from nondetectable to 130 ppm, TPHd concentrations ranged from 110 to 140 ppm, and TPHg concentrations ranged from 740 to 29,000 ppm. Evidently, neither perched water nor free groundwater was encountered during removal of the USTs. The actual free groundwater depth had not been determined. Communication with PCEHD personnel indicates that groundwater contamination is a possibility, given that groundwater in the site vicinity is considered to be "shallow".

Following removal of the tanks in late 1995, the soil from on-site excavations were stockpiled on-site and subsequently transferred to Forward Landfill in Stockton, California. Our review of the Ground Zero Analysis reports indicates that the excavations were lined with visqueene and backfilled with pea gravel.

Evidently, overexcavation was recommended as a method to reduce workers' exposure to the contamination during the widening of Pacific Street. In order to determine the lateral extent of TPH contamination in Pacific Street and to determine the boundaries of the proposed overexcavation, three trenches reportedly were excavated in Pacific Street. An empty ten-gallon holding tank was discovered at approximately eight feet bgs during excavation of one of the trenches. According to the Ground Zero Analysis Tank Removal Report, odors and discolorations were observed in the trenches from depths of approximately 7 to 11 feet bgs. Shallow soil samples from two of the trenches indicate no detectable levels of benzene-toluene-ethylbenzene-xylene (BTEX), lead, TPHg, and TPHd. The Ground Zero Analysis Tank Removal Report indicates that overexcavation in Pacific Street was terminated after it was discovered that the City of Rocklin planned to remove soil only to a depth of approximately 3 feet bgs, and that this limited depth of excavation would not likely encounter contaminated soils.

Our review of available agency records indicate that continuing communications between the owner and the agencies have occurred, including the presentation of workplans for additional environmental investigation. However, the limits of contamination on the site do not appear to be fully characterized, and the site does not appear to be "closed" with the agencies. Communication with PCEHD personnel indicates that remediation and investigations of the site are still on-going.

#### *Tower Mart/Chevron—*

Tower Mart is a convenience store/service station, located at 3800 Rocklin Road, across Pacific Street, northeast of the subject site. Our review of CVRWQCB and PCEHD records indicates that two gasoline underground storage tanks were removed from the site in March 1987. During tank removal, subsurface water entered the excavation, and a hydrocarbon film was noted. Soil and shallow (perched) water samples taken from the tank area indicated contamination of total petroleum hydrocarbon (TPH), lead, and benzene-toluene-ethyl benzene-xylene (BTEX). Excavated soil was stockpiled on-site while contaminated soil was aerated. Three groundwater monitoring wells (MW) were installed at the site.

In April 1987, groundwater samples taken from MW-1 and MW-2 indicated concentrations of TPH, but nondetectable levels of BTEX and lead. Groundwater sampling from MW-3 (upgradient) indicated no detectable levels of TPH, lead, and BTEX. Our review of agency records indicates that subsurface water appears to be flowing in a westerly direction (toward the subject site). Soil samples also were taken in April 1987; soil sampling revealed concentrations of TPH and BTEX, but no detectable concentrations of lead.

In August 1987, three double-walled tanks were installed on-site. These USTs passed a pressure tightness test in August 1988 and leak detection tests in October 1994, December 1995, and November 1996. An upgrade compliance certificate dated August 1998 indicates that the USTs meet the 1998 federal upgrade requirements.

Groundwater samples taken from MW-1 and MW-2 in August 1987 indicated concentrations of TPH and benzene, but no detectable concentrations of toluene and xylene. Groundwater samples taken from MW-3 indicated no detectable concentrations of any contaminants.

A letter from the CVRWQCB dated March 1997 indicates that they are considering issuing a "No further action required" letter for the former USTs; however, re-sampling of the monitoring wells must be performed prior to closure of the site since groundwater sampling was last performed in April 1987. The letter further indicates that if TPH contamination is present, testing for MTBE must be conducted. The agency records do not indicate that this additional testing has yet been performed.

#### *Former City of Rocklin Fire Department*

Rocklin Body Shop, located at 3745 Rocklin Road, was previously occupied by the City of Rocklin Fire Department. County records for this site were not available for review; however, our review of the EDR data and communication with Rocklin Body Shop personnel indicates that the Fire Department maintained an approximate 500 gallon underground storage tank on-site. The tank was removed about six or seven years ago. Our research indicates that there are no contamination issues reported for this site.

#### *Former Southern Pacific Roundhouse*

The former Southern Pacific (SP) Roundhouse is located approximately 100 feet northerly of the subject property. Our review of County records indicate that the Roundhouse site supported a roundhouse, an underground storage tank (containing oil), two aboveground storage tanks (containing oil), an oil sump, and a turntable. The former SP Roundhouse serviced 1200 engines per month at the facility during its operation from 1864 until 1905. The structures associated with the Roundhouse were removed around 1907, although County records indicate that it is not known whether the underground storage tank was removed. Our review of the California Department of Toxic Substances Control (DTSC) Cal-Sites list, and communication with DTSC personnel indicates that a site screening was conducted in December 1988. Site screening does not include soil sampling and is used to determine whether a preliminary assessment is warranted. Due to the types of operation performed at the facility, DTSC recommended a preliminary assessment. In June 1995, the site was referred to Placer County for further investigation. County records indicate that a site reconnaissance of the property revealed no obvious evidence of soil contamination.

#### **"Orphan" Sites**

EDR's report includes a number of listed sites in Placer County which EDR could not locate due to apparent insufficient address information. Our review of EDR's "Orphan Summary" revealed no nearby sites that are relevant to ASTM guidelines.

## CONCLUSIONS

The subject site presently supports a recycling facility, a real estate office, an automotive repair shop, a hair salon, a residence, and a vacant lot. We have found no environmental concerns related to the current usage of the property.

Review of historical information indicates that the site was developed as early as the late 1800s and past site usage is indicated to generally be environmentally benign. However, a Sanborn Fire Insurance map dated 1941 shows an area labeled "oil and gas" within the easterly portion of the site, southerly of the current AIM Realty/AAT Auto Repair Building. In addition, our regulatory agency research has indicated that two underground storage tanks were removed from the easterly portion of the property, south of the real estate office, in 1995. Evidently, these tanks were revealed during widening of Pacific Street. Soil sampling from area of the former tanks revealed significant soil contamination. It is unknown whether the tanks removed in 1995 are related to the notation of "oil and gas" in this vicinity on the 1941 Sanborn Map. Nonetheless, the agency records indicate that the extent of contamination on the subject property has not been fully characterized, and the site does not appear to have a "closure" status with the agencies. Our review indicates that further subsurface investigation is warranted to evaluate the area of the former underground storage tanks. Further investigation should include a geophysical survey to assess whether any additional underground storage tanks and/or piping remains, and soil and subsurface water sampling to further characterize the extent of contamination. Further environmental investigation should be coordinated with the applicable environmental agencies with a goal of achieving a closure status.

Three 55-gallon drums are currently located on the property. One of the drums is labeled "hazardous waste" and may be related to past environmental investigation of the site. The other two drums are not labeled. The drums should be properly disposed.

The last ban on the manufacture of a friable asbestos containing building materials (ACBM) was in 1978; the presence of ACBM is generally only considered a significant concern in buildings constructed before about 1980. With the exception of the Project Go building, the buildings on the subject property were constructed prior to the 1960's. An asbestos survey of the on-site structures was outside the scope of this study and would be required prior to any demolition/renovation of the older site buildings.

Our research of government agency information indicates that there have been a number of reported contamination conditions within the immediate vicinity of the subject property, including the leaking underground tank conditions on the subject site. In addition, the Tower Mart/Chevron facility located across Pacific Street easterly of the site is listed for leaking underground storage tank conditions. Our review indicates that soil and subsurface water contamination has been detected at the Tower Mart/Chevron property, and that the subsurface water flow direction is toward the subject site. It is unknown whether contaminants from the Tower Mart/Chevron property have migrated beneath the subject site. Although the Tower Mart/Chevron owner is indicted to be responsible for investigation and any necessary cleanup associated with this site, any migration of petroleum hydrocarbon contamination beneath the subject site could complicate environmental assessment of the subject site. Other than the Tower Mart/Chevron property, we have found no other nearby contamination conditions that could significantly affect the environmental integrity of the subject site.

### STATEMENT OF QUALIFICATIONS

Raney Geotechnical is a geotechnical and environmental engineering firm located in West Sacramento, California. The firm was founded in 1979; current professional staff includes licensed engineers and geologists, environmental specialists, and a Certified Asbestos Consultant. The firm was involved in environmentally related geotechnical and hydrological studies as early as 1981, shortly after the enactment of the Superfund legislation. These early environmentally driven studies were performed for uranium and coal mining clients in the mountain west, and included regional geology, groundwater quality, soil chemistry, surface water hydrology, and geotechnical engineering. Underground tank corrective work was undertaken beginning in 1988. The firm has performed more than 100 Phase I and II toxic audits and/or environmental assessments across the western United States within the last year, and is used as a consultant by a number of banks. Studies have included heavy industrial and military sites, as well as thousand-plus acre properties.

The firm's principal, John Raney, was educated as a Civil Engineer at the University of the Pacific. Mr. Raney received a Master of Science degree in Geotechnical Engineering from the University of California at Berkeley. Prior to founding Raney Geotechnical, Mr. Raney was a project engineer in both the San Francisco and Salt Lake City offices of Dames & Moore. Raney Geotechnical's environmental manager, Joe Brusca, holds a Bachelor of Science degree in Geology from the University of California in Davis, California. Mr. Brusca is a Registered Geologist and Certified Engineering Geologist with the State of California. Mr. Brusca and key staff are certified for Hazardous Waste Site Operations training in accord with 29 CFR 1910.120. The principal investigator for this study, Susanne Tam, holds a Bachelor of Science degree in Environmental Policy Analysis and Planning from the University of California, Davis. Prior to joining Raney Geotechnical, Ms. Tam was employed by the California Department of Forestry and Fire Protection.

oOo

Page 15  
Rocklin Road and Pacific Street  
November 24, 1998  
Job No. 1578-010

If you have any questions or comments regarding this report, please contact us.

Very Truly yours,

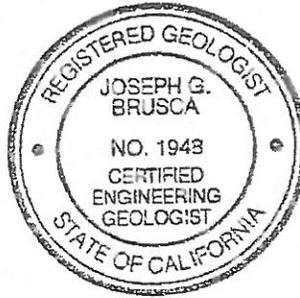
**RANEY GEOTECHNICAL**

*Puysan Tam*

Susanne (Puysan) Tam  
Environmental Specialist

*Joe Brusca*

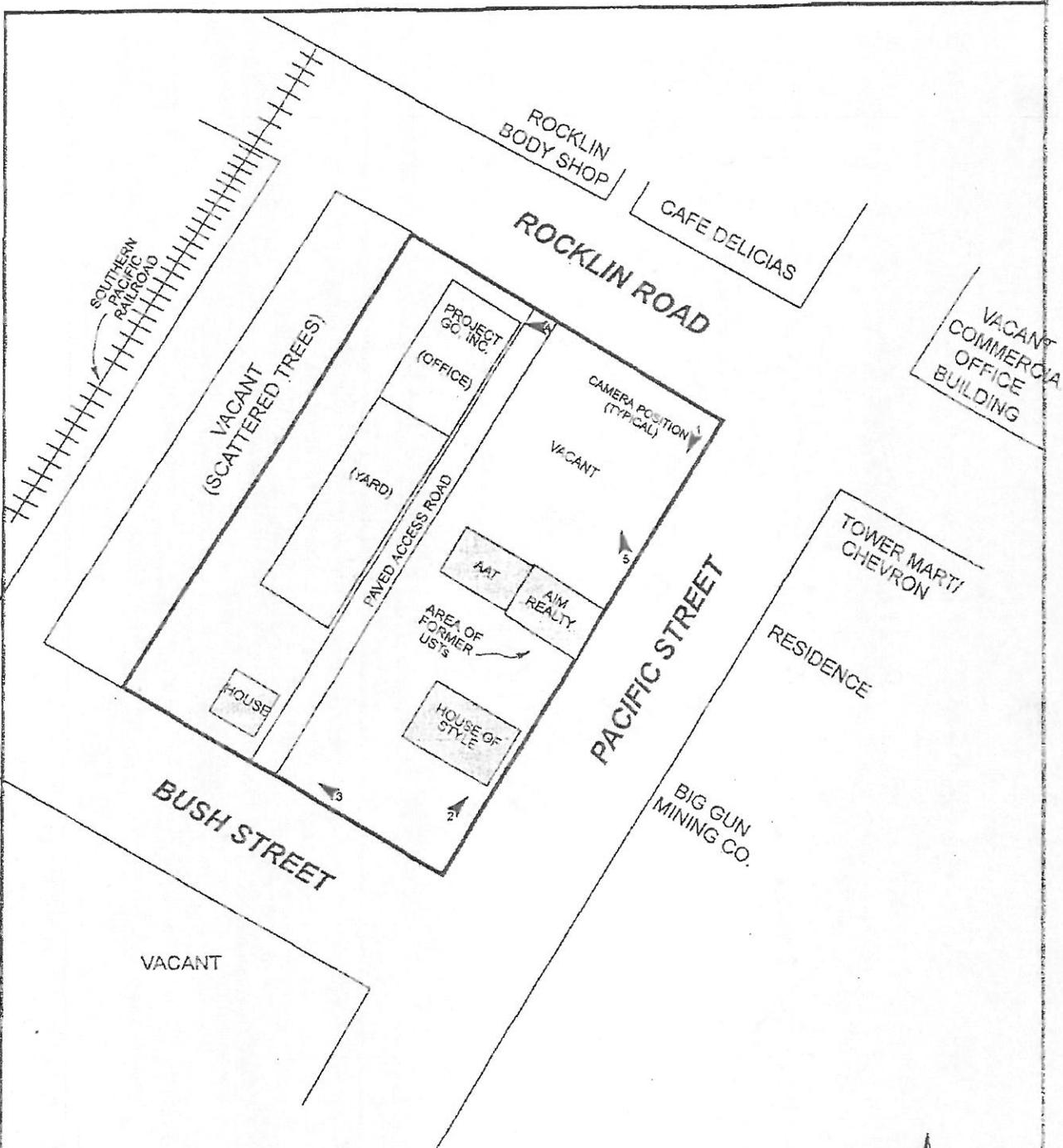
Joe Brusca  
Certified Engineering Geologist No. 1948



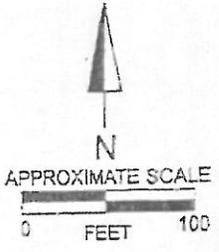
ST:JB:st

(2) addressee

PROJECT NUMBER: 1572-010  
 DATE: 1/24/98  
 DRAWN BY: ST  
 CHECKED BY: JGS  
 DATE: 1/24/98  
 PLATE NUMBER: 1



1. Prepared from our field notes, and an Assessor's Parcel Map (no date).
2. All feature dimensions and locations are approximate only.



**PLOT PLAN**  
 ■ Geotechnical  
 Raney



PROJECT NUMBER: 1278-010 PLATE NUMBER: 4  
CHECKED BY: JGS DATE: 12/4/98



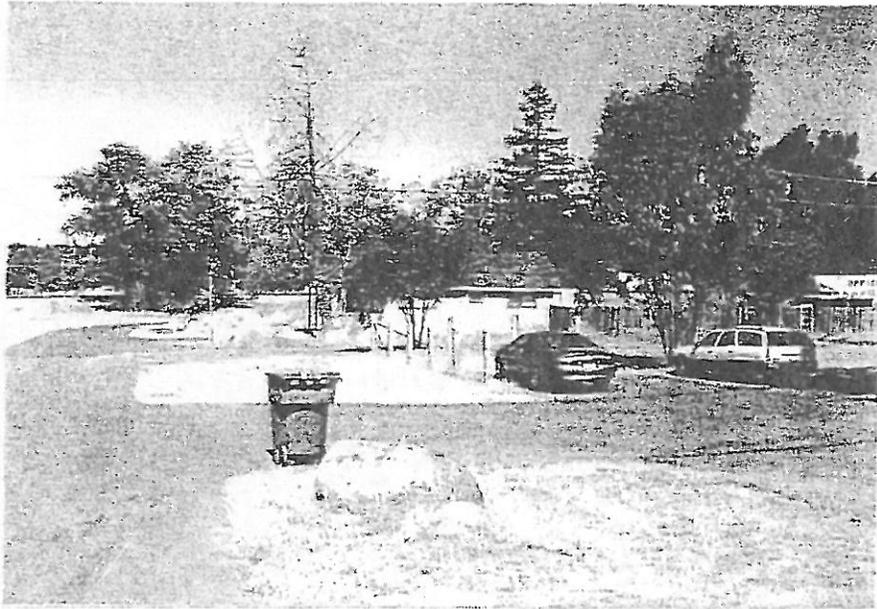
5  
VIEW OF VACANT LOT FROM EASTERLY PORTION OF PROPERTY

NOTES:

- 1. August 25, 1998 photograph.
- 2. Camera position shown on Plate 1.

Haney Geotechnical

PROJECT NUMBER 15-18-010  
CHECKED BY: *JGS*  
PLATE NUMBER: 3  
DATE: 11/24/98



3  
VIEW OF RESIDENCE FROM SOUTHERLY PORTION OF PROPERTY



4  
VIEW OF PROJECT GO, INC.

NOTES:

- 1. August 25, 1998 photograph.
- 2. Camera position shown on Plate 1.

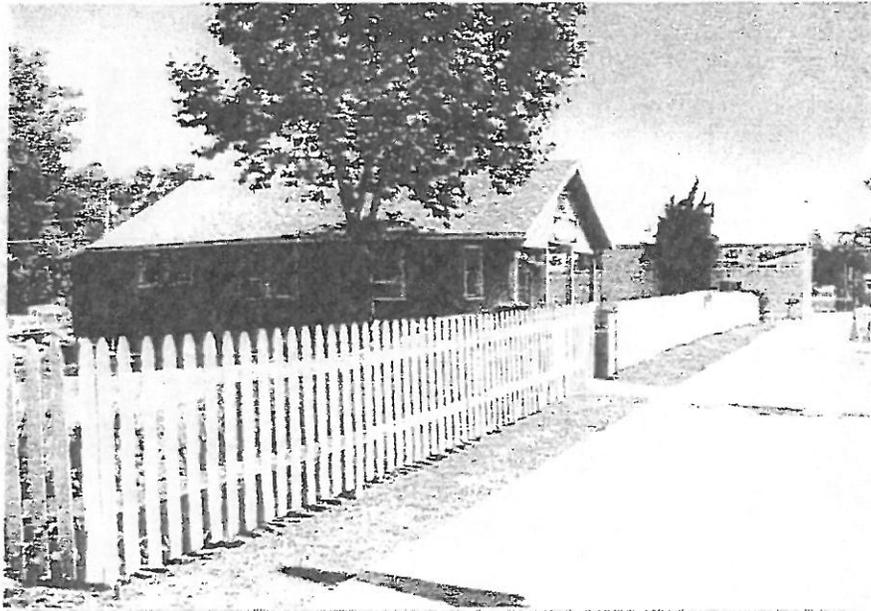
**Hailey** Geotechnical

PROJECT NUMBER: 1518-010  
CHECKED BY: JWS  
DATE: 8/24/98

PLATE NUMBER: 2



1  
VIEW OF AIM REALTY AND AAT FROM NORTHEAST CORNER OF PROPERTY



2  
VIEW OF HOUSE OF STYLE FROM SOUTHERLY PORTION OF PROPERTY

NOTES:

1. August 25, 1998 photograph.
2. Camera position shown on Plate 1.

Flaney Geotechnical

RESOLUTION NO. 2010-406 RDA

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN  
APPROVING AND DIRECTING THE EXECUTIVE DIRECTOR TO EXECUTE  
A PURCHASE AND SALE AGREEMENT AND ALL RELATED  
DOCUMENTS NECESSARY TO PURCHASE THE BIG GUN MINING PROPERTY,  
5255 PACIFIC STREET, ROCKLIN, CA.  
(SONCO, LLC, a California Limited Liability Company)

The Redevelopment Agency of the City of Rocklin does resolve as follows:

Section 1. The Redevelopment Agency of the City of Rocklin hereby approves the purchase of the Big Gun Mining Property located at 5255 Pacific Street, Rocklin, California, and directs the Executive Director to execute a Purchase Sale Agreement in substantially the form of Exhibit "1", attached hereto and by this reference incorporated herein, the required promissory note and deed of trust, and all other related and necessary documents required to complete the purchase transaction.

Section 2. Upon satisfaction of all terms and conditions of the Purchase and Sale Agreement and the Close of Escrow, the Redevelopment Agency of the City of Rocklin hereby accepts the Grant Deed for the property located at 5255 Pacific Street, Rocklin, California, and authorizes the Executive Director to execute a Certificate of Acceptance for said Deed.

Section 4. The Agency Secretary is directed to record or have recorded the deed and all necessary and related documents in the office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 12<sup>th</sup> day of August 2010, by the following roll call vote:

|          |                 |                             |
|----------|-----------------|-----------------------------|
| AYES:    | Agency Members: | Hill, Lund, Magnuson, Yuill |
| NOES:    | Agency Members: | None                        |
| ABSENT:  | Agency Members: | Storey                      |
| ABSTAIN: | Agency Members: | None                        |



\_\_\_\_\_  
Scott Yuill, Chair

ATTEST:



\_\_\_\_\_  
Barbara Ivanusich, Secretary

# Exhibit “1”

**PURCHASE AND SALE AGREEMENT  
REDEVELOPMENT AGENCY OF THE  
CITY OF ROCKLIN AND SONCO, LLC**  
(Big Gun Mining Property)

This Agreement of Purchase and Sale ("Agreement"), dated for reference purposes only August 10, 2010, is entered into by and between the Redevelopment Agency of the City of Rocklin, a municipal corporation ("Agency") and SONCO, LLC, a California limited liability company ("Seller").

**RECITALS**

**A.** Seller is the owner of approximately 7.2 acres of real property, APN 010-170-024, in the City of Rocklin, County of Placer, California, which is located at 5255 Pacific Street, Rocklin, California, which is more particularly described in **Exhibit 1** (Land), and the related improvements, appurtenances, and certain related personal and intangible property.

**B.** Seller desires to sell to Agency, and Agency desires to purchase from Seller the Property and Seller desires to sell and convey the Property and all rights appurtenant thereto, on the terms and conditions in this Agreement.

**C.** Agency desires to purchase this Property for future redevelopment consistent with the Redevelopment Plan of the City of Rocklin.

**Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:**

**AGREEMENT**

**Section 1. Purchase and Sale.**

Subject to all of the terms and conditions set forth in this Agreement, Seller shall sell to Agency, and Agency shall purchase from Seller, all of Seller's right, title and interest in and to the Property, inclusive of any and all improvements and fixtures now or hereafter thereon, water, air and mineral rights and interests, rights, privileges and easements appurtenant thereto.

**Section 2. Description of the Property.** The property to be sold and purchased under this Agreement (“Property” consists of the following:

- A. Land. As described in Recital A.
- B. Appurtenances. All privileges, rights, easements appurtenant to the Land, including without limitation all minerals, oil, gas, and other hydrocarbon substances on and under the Land; all development rights, air rights, water, water rights, and water stock relating to the Land; all right, title, and interest of Seller in and to any streets, alleys, passages, water and sewer taps, sanitary or storm drain capacity or reservations and rights under utility agreements, and other easements and other rights-of-way included in, adjacent to, or used in connection with the beneficial use and enjoyment of the Land (collectively, the Appurtenances).
- C. Improvements. All buildings, structures, fences, parking areas, or improvements located upon the Land or upon the Improvements, including fixtures, systems, and equipment attached to the Land or Improvements and used in connection with the operation or occupancy of the Land and Improvements (such as heating and air-conditioning systems, refrigeration, ventilation, garbage disposal, or utility conduits) (collectively, the Improvements, which together with the Land and the Appurtenances are called the Real Property).
- D. Personal Property. Certain tangible personal property and all intangible property owned by Seller that is located on or in or is used in connection with the use or operation of any of the Property, provided however, that “Personal Property” shall not include any personal property owned by any tenants on the Real Property. Personal Property is defined as: (a) any tangible property listed on a schedule of personal property agreed to by the parties that shall be delivered to escrow holder 30 days prior to close of escrow; (b) all warranties and guaranties on or related to the tangible Personal Property or related to construction, repair, or alteration work on the Real Property, to the full extent such warranties and guaranties are assignable; (c) all licenses and permits related to the Property, to the extent assignable; (d) all plans, drawings, engineering studies located within, used in connection with, or related to the Property in possession of Seller; and (e) all goodwill associated with the Real Property.
- E. Leases. Any and all of Seller’s right, title and interest in and to the leases and/or occupancy agreements covering all or any portion of the Real Property or Improvements (collectively the “Leases”), to the extent they are in effect at the Close of Escrow (as defined below) including security deposits under the Leases, if any

**Section 3. Purchase Price.**

Seller shall convey the Property by Grant Deed to Agency for valuable consideration in the amount of One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00) (the "Purchase Price") which shall be payable as follows:

- A. Deposit. Within ten (10) business days after the full execution of this Agreement by both parties, Agency shall deposit with Escrow Holder the sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) as earnest money ("Deposit"), which shall be held in an interest bearing account with all interest credited to Agency, and applied in accordance with the terms of this Agreement. Upon Agency's Approval (as defined below) below, the Deposit shall become nonrefundable and subject to the liquidated damages provision of Section 9.B below, unless this Agreement is terminated due to a material default of Seller, and shall be held by Escrow Holder in Escrow until Closing. In the event Agency fails to make the Deposit when due as provided in this Section 3.A, then, at Seller's option, this Agreement shall terminate, and, except as otherwise provided herein, the parties shall have no further rights or obligations hereunder.
  
- B. Down Payment; Seller Financing. On or before the Closing Date, Agency shall deposit with Escrow Holder \$375,000 in cash or in immediately available funds. The remainder of the Purchase Price will be financed by Seller (the "Seller Financing"). Agency agrees to deliver to Seller through Escrow at Closing Agency's promissory note in the principal amount of \$900,000 (the "Seller Financed Amount") substantially in the form attached hereto as **Exhibit 2** ("Promissory Note"), bearing simple interest in the amount of 3.67% percent per year from the Closing Date, payable as set forth below in subpart C and **Exhibit 2** to this Agreement, and secured by a deed of trust in favor of Seller ("Deed of Trust") in the form of Chicago Title Company's standard form deed of trust including a due on sale clause, which shall be recorded at the Closing in the Official Records of Placer County, California and shall constitute a first (1<sup>st</sup>) priority lien on the Real Property. The Seller Financed Amount will be credited against the Purchase Price on the Closing Date.
  
- C. Interest Payments. On or before the 1<sup>st</sup> Anniversary of the Closing Date, and on each subsequent Anniversary of the Closing Date until the entire purchase price is paid in full, the Agency shall make an annual payment of \$200,293 as more specifically described in the Promissory Note which includes the Payment Schedule attached hereto as **Exhibit 2** of this Agreement.

**Section 4. No Marketing.** Seller agrees not to market, show, or list the Property to any other prospective buyer during the term of this Agreement.

**Section 5. Escrow.**

- A. This sale shall be consummated through an escrow established with Chicago Title Company, ATTN: Lynette Rhodes, 2320 E. Bidwell St., Suite 125, Folsom, CA 95630, Telephone (916) 673-1400, Facsimile (916) 983-3053, (“Escrow Holder”) or such other qualified title and escrow company mutually agreed upon by the parties.
  
- B. Agency and Seller shall promptly, upon request, execute escrow instructions prepared by Escrow Holder which shall incorporate the terms of and be consistent with this Agreement, and be in form and substance reasonably satisfactory to Agency and Seller. Each party shall provide the Escrow Holder with such other information, documents, and instruments as the Escrow Holder may reasonably require to enable it to close the transaction on the Closing Date. All monies deposited in escrow shall be disbursed consistent with the rights of any holders of beneficial interest in the Property, as determined by the escrow officer. If there is any inconsistency between the terms of this Agreement and the escrow instructions, the terms of this Agreement shall prevail and control.

**Section 6. Close of Escrow.** The closing date for escrow shall be not later than October 29, 2010 (“Closing Date”), unless this Agreement is terminated due to defects in the Property which are neither remedied or waived under the terms of Section 8 below. Escrow shall be considered closed when the Grant Deed to the Property is recorded. On the Closing Date: the Deposit and any interest earned thereon will be credited against the Purchase Price and paid to Seller through Escrow Holder; the Promissory Note executed by Agency will be delivered to Seller through Escrow Holder; the Deed of Trust executed by Agency will be recorded by Escrow Holder in the Official Records of Placer County, California; and the Agency and Seller will execute and deliver the following documents to each other through Escrow Holder, in form and substance reasonably acceptable to both parties: (a) an assignment and assumption agreement relating to the Leases; (b) a Bill of Sale and Assignment and Assumption Agreement relating to the Personal Property; and (c) a non-exclusive Release Agreement that provides that Agency and/or its successors in interest may use the name “Big Gun Mine” and any current or historical photos or historical information relating to the history of the mine on the Property, in connection with the development and/or marketing of the Property, by way of examples and not limitation, Agency or a future developer of the Property may call the development on the Property the “Big Gun Mine Business Center” or the “Big Gun Mine Shopping Center,” and the parties hereto acknowledge and agree that the release shall be non-exclusive and Seller shall retain the rights to use the Big Gun Mine name and other associated intellectual property rights in connection with other business enterprises. Prior to closing, Seller shall deliver to Escrow Holder the Grant Deed. All amounts due by the parties pursuant to Sections 13 and 14 of this Agreement shall be paid at Closing. If this Agreement terminates for any reason except Agency’s default, the Escrow Holder shall refund the Deposit to Agency. On close of escrow, title to the Property and all

improvements shall vest in the Redevelopment Agency of the City of Rocklin, a municipal corporation.

**Section 7. Conveyance of Title; Title Insurance.**

- A. Seller shall by Grant Deed convey to Agency a fee simple interest free and clear of all title defects, liens, encumbrances, deeds of trust, mortgages, real property taxes, and assessments, except as expressly approved by Agency under Section 8, below.
- B. Agency shall procure a standard California Land Title Association Standard Policy of title insurance, dated as of close of escrow, in the amount of the purchase price as identified in Section 3 above, and to be issued by Chicago Title Insurance Company showing title vested in the Redevelopment Agency of the City of Rocklin, a municipal corporation, and showing as exceptions to title only current real property taxes, not yet delinquent, and any other exceptions expressly approved by Agency under Paragraph 8, below. Also, at the Close of Escrow, Agency shall cause Chicago Title Insurance Company to issue an ALTA lender's title policy to Seller in the amount of the Seller Financed Amount, insuring that the Deed of Trust constitutes a first (1<sup>st</sup>) priority lien on the Property.

**Section 8. Conditions for Agency's Benefit Only.**

Agency's obligation to perform this Agreement is subject to the satisfaction of the following conditions, which are for Agency's benefit only.

- A. **Condition of Title.**
  - 1. Agency's obligation to purchase the Property under this Agreement is subject to Chicago Title's ability to issue its standard California Land Title Association Owner's Policy of title insurance, dated as of the Closing Date, on its usual form, with liability not less than the purchase price, covering the Property, showing title vested in Agency, and showing as exceptions only current real property taxes, not yet delinquent and the title exceptions approved by Agency in accordance with Section 8.C below.
  - 2. Promptly following the full execution of this Agreement, Agency shall order from Escrow Holder a Preliminary Title Report and the documents reported as exceptions in it ("Title Documents"). Agency may waive this requirement if Agency has previously obtained a Preliminary Title Report of a current date satisfactory to Agency's need to perform due diligence prior to closing escrow. Agency shall notify Seller in writing within thirty (30) days after receipt of the Title Documents (or thirty days after the full execution of this Agreement if Agency has obtained the Title Documents previous to the full execution of this Agreement) of Agency's approval or

disapproval of any exceptions stated therein or any other matter reflected on the Title Documents. Failure to so notify Seller shall conclusively be considered approval. Within five (5) business days after Seller's receipt of Agency's notice of any disapproved matters, Seller shall notify Agency in writing of any such disapproved matters which Seller is unable or unwilling to cause to be removed at or prior to Closing. Seller's failure to so notify Agency within said five (5) business day period shall be deemed Seller's election to not remove said disapproved matters. If Seller elects (or is deemed to elect) not to remove any disapproved matters, then Agency shall elect, by giving written notice to Seller on or before the Contingency Date (as defined in Section 8.C below), either (i) to terminate this Agreement under Section 8.C below, or (ii) to waive its disapproval of such disapproved matters. Agency's failure to deliver a termination notice on or before the Contingency Date will be deemed an approval by Agency of any such disapproved matter(s).

**B. Agency's Approval of Preliminary Documents.**

1. Agency's obligation to purchase the Property is expressly conditioned on its approval, in its sole discretion, of the matters disclosed in the Preliminary Documents, in accordance with Section 8.C below. Seller shall furnish Agency within (10) days of the execution of this Agreement, the "Preliminary Documents" (which are listed in subpart 2 below). Agency will have until the Contingency Date to review the Preliminary Documents and to decide whether to approve the matters disclosed in the Preliminary Documents. On or before that date, Agency must deliver written notice to Seller either accepting the matters disclosed in the Preliminary Documents or terminating this Agreement. If Agency fails to give such notice on or before the Contingency Date, Agency will be deemed to have accepted the matters disclosed in the Preliminary Documents. By its acceptance or waiver of the contingencies set forth in this subpart B.1, Agency will be deemed to have acknowledged that: (a) Seller has provided Agency with access to the Preliminary Documents; and (b) Agency has had ample opportunity to review and inspect the Preliminary Documents and to make such independent factual, physical, and legal examinations and inquiries as Agency deems necessary or desirable with respect to matters disclosed in the Preliminary Documents.

2. The Preliminary Documents shall consist of :

a) all reports and materials in Seller's possession related to the physical or environmental condition of the property including any environmental impact reports, "Phase I" or "Phase II" reports, or environmental site assessments concerning hazardous materials on the Property, complaints or notices of the presence of hazardous materials on the Property, geological surveys, soil tests, engineering reports, inspection

results, complaints, or notices received regarding the safety of the Property.

b) Copies of any licenses, permits, or certificates in Seller's possession required by governmental authorities in connection with construction or occupancy of the Improvements or quarry, including without limitation building permits, permits for quarry operations, certificates of completion, certificates of occupancy, and environmental permits and licenses.

c) All documents and all correspondence with government agencies in Seller's possession relating to all currently existing and/or proposed or pending plans and requirements pertaining to the reclamation of the mined lands on the Real Property.

d) All documents relating to the Leases pertaining to the Real Property.

3. Agency acknowledges and agrees that Seller is providing access to Preliminary Documents as a convenience and that Seller cannot and does not guaranty or warrant the accuracy or completeness of such documents, except as may be provided in Section 15 below. Agency covenants and agrees that in the event of any termination of this Agreement or the failure of escrow to close as provided herein, Agency shall promptly return to Seller all copies of Preliminary Documents obtained by Agency.

**C. Agency Approval of the Condition of the Property**

1. Agency's obligation to purchase the Property is expressly conditioned on its approval, in its sole discretion, of the condition of the Property and all other matters concerning the Property, including without limitation economic, financial, and accounting matters relating to or affecting the Property or its value, and the physical and environmental condition of the Property. Agency will have until 5:00 pm, on October 12, 2010 (the "Contingency Date") to conduct such investigations as Agency may choose ("Due Diligence") to determine, in its sole discretion, whether this contingency is met. On or before the Contingency Date, Agency will deliver written notice to Seller either: (1) accepting the Property, which acceptance shall be deemed to include Agency's approval of the condition of title to the Property any and all exceptions to the title policy, the condition of the Property, the Preliminary Documents, and the Purchase Price as not exceeding the fair market value of the Property ("Agency's Approval"); or (2) terminating this Agreement. If Agency fails to give such notice on or before the Contingency Date, Agency will be deemed to have elected to terminate this Agreement. If this Agreement is terminated under this section, Agency shall pay all title company and escrow charges

incurred up to the date of termination, the Deposit shall be returned to Agency, and except for any provisions that expressly survive the termination of this Agreement, neither party shall have any further rights or obligations under this Agreement.

2. As part of its Due Diligence, Agency may investigate economic, financial, and accounting matters relating to or affecting the Property or its value, and conduct inspections, tests, and studies with respect to the physical and environmental condition of the Property. Agency and Agency's consultants, agents, engineers, inspectors, contractors, and employees (Agency's Representatives) must be given reasonable access to the Property during regular business hours for the purpose of performing such Due Diligence. Agency shall obtain Seller's prior written consent (which consent shall not be unreasonably withheld) to any invasive testing. Agency will undertake the Due Diligence at its sole cost and expense. The conduct of Agency's employees, agents and consultants upon the Real Property shall not unreasonably disrupt Seller's use of the Real Property at any time, and Agency shall promptly repair any damage caused to the Property as a result of Agency's entry on the Real Property and shall restore the Property after any such entry to its condition at the time immediately preceding such entry by Agency. At any time(s) reasonably requested by Agency after the full execution of this Agreement and prior to the Close of Escrow, Agency may contact and interview the tenants at the Property, provided that such contacts or interviews shall occur only after reasonable oral or written notice to Seller and that a representative of Seller may be present during any interview, and Agency will reasonably cooperate with Seller to effectuate same. Agency will indemnify, defend with counsel reasonably acceptable to Seller, and hold Seller harmless from all claims (including claims of lien for work or labor performed or materials or supplies furnished), demands, liabilities, losses, damages, costs, fees, and expenses, including Seller's reasonable attorney fees, costs, and expenses, arising from the acts or activities of Agency or Agency's Representatives in, on, or about the Property during or arising in connection with Agency's inspections of the Property. Such indemnity obligations shall survive the Closing, or the earlier termination of this Agreement, as applicable.
3. Agency's approval of any inspection of the Property and Due Diligence shall not alter or diminish Seller's representations or warranties under this Agreement, and Seller acknowledges and agrees that Agency is nonetheless relying on Seller's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Agency.
4. At all times prior to the Close of Escrow or the earlier termination of this Agreement, Agency shall maintain commercial general liability insurance

covering the activities of the Agency and Agency's Representatives on the Property under Section 8.C. Such insurance shall have a per occurrence limit of at least Two Million Dollars (\$2,000,000), shall name Seller as an additional insured, shall be primary and noncontributing with any other insurance available to Seller, and shall be issued on an occurrence basis. Prior to any entry on to the Property by Agency or any of Agency's Representatives, Agency shall deliver to Seller an endorsement to Agency's insurance policy that reflects the insurance coverages described in this paragraph, in form and substance reasonably acceptable to Seller.

D. **Confirmation of Fair Market Value.** Agency's obligation to purchase the Property is expressly conditioned on confirmation by a licensed real estate appraiser, or an equivalent authority satisfactory to the Agency, that the Purchase Price does not exceed fair market value for the Property. If Agency has not obtained the confirmation that satisfies the condition described in this paragraph above, then on or before the Contingency Date, Agency shall deliver written notice to Seller that the condition described in this Section 8.D has failed to be satisfied, and Agency has elected to terminate this Agreement, in which event, Agency shall pay all title company and escrow charges incurred up to the date of termination, the Deposit shall be returned to Agency, and except for any provisions that expressly survive the termination of this Agreement, neither party shall have any further rights or obligations under this Agreement. If Agency fails to deliver such notice on or before the Contingency Date, then the condition described in this Section 8.D shall be deemed to be satisfied or waived by Agency.

## **Section 9. "As-Is" Condition: Liquidated Damages.**

A. **As-Is" Condition.** Except for Seller's covenants, representations, and other obligations set forth in this Agreement, Agency acknowledges and agrees that, in the event Agency acquires the Property, Agency is acquiring the Property in its "AS IS, WITH ALL FAULTS BASIS" condition without any warranties or representations, express or implied, except as set forth in the representations and warranties of Seller set forth in Section 15 below. Agency further acknowledges that Agency is purchasing the Property on the basis of its own investigation and assumes the risk that adverse physical or environmental conditions or conditions related to the development of the Property, or any other fact or circumstance relating to the Property may not have been revealed by Agency's investigation. Agency hereby waives, releases and forever discharges Seller and its employees, agents and assigns, from any and all claims, actions, liabilities, damages and expenses whatsoever, direct or indirect, which Agency now has or which may arise in connection with the Property; provided, however, that such waiver and release shall not apply to Seller's obligations under this Agreement. The foregoing release shall be deemed to be restated and made again as of the Closing Date and shall survive the Closing. Without limiting the foregoing, Agency hereby expressly waives the benefit of the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF

EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

*CAU*

Agency's Initials

**B. LIQUIDATED DAMAGES.** IN THE EVENT ESCROW SHALL FAIL TO CLOSE BY REASON OF ANY DEFAULT OF AGENCY, SELLER MAY, AT SELLER'S OPTION, TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND ESCROW HOLDER. IN SUCH EVENT, THE DEPOSIT SHALL BE IMMEDIATELY RELEASED TO SELLER, AND THE AMOUNT OF THE DEPOSIT SHALL BE DEEMED TO BE LIQUIDATED DAMAGES PAID BY AGENCY AND SHALL BE SELLER'S SOLE REMEDY IN LIEU OF ANY OTHER MONETARY OR OTHER RELIEF TO WHICH SELLER MAY OTHERWISE BE ENTITLED BY VIRTUE OF THIS AGREEMENT OR BY OPERATION OF LAW ARISING BY REASON OF AGENCY'S DEFAULT, IT BEING DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN IN ADVANCE THE EXTENT OF THE DAMAGES TO SELLER IN THE EVENT OF AGENCY'S DEFAULT. NOTHING CONTAINED HEREIN SHALL IN ANY MANNER LIMIT (1) ANY DAMAGES OBTAINABLE PURSUANT TO AN ACTION UNDER ANY HOLD HARMLESS, DEFENSE OR INDEMNIFICATION PROVISION SET FORTH IN THIS AGREEMENT, OR (2) REASONABLE ATTORNEYS' FEES RECOVERABLE PURSUANT TO ANY PROVISION SET FORTH IN THIS AGREEMENT.

*CAU*

Agency's Initials

*DBE*

Seller's Initials

**Section 10. Compliance With Environmental Laws.**

Seller warrants to Agency that to the best of Seller's Knowledge, and except as described in Section 11 below, the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the City of Rocklin within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

Agency recognizes that Seller is unfamiliar with regulations regarding environmental law and therefore, Seller relies on being advised of any violation of said regulations by an environmental authority or regulatory agency. It is understood between Agency and Seller that except for Agency's release of Seller under this Agreement, nothing in this

Agreement shall limit or diminish any and all obligations or liabilities that Seller may have under State, Federal, and Local laws, ordinances, statutes, and regulations, with regard to any and all soil, water, or other contamination.

**Section 11. Reclamation.** Seller and Agency acknowledge that a large quarry is located on the Property and notwithstanding the language of section 10 above, Agency acknowledges and accepts that Seller may not be currently in compliance regarding laws or regulations specifically related to the quarry closure and the current and/or proposed or pending quarry reclamation plans. Seller has posted with the State Mining and Geology Board, a CD in the amount of Twenty Seven Thousand Dollars (\$27,000) as security for the current reclamation plans in effect for the Property. The parties' obligations under this Section 11 shall survive the Close of Escrow. Upon the Close of Escrow, each of the following shall occur:

A. Seller shall deliver to the State Mining and Geology Board (the "Mining Board"), a letter stating that Seller has completed its sale of the Property, which designates Agency as the new property owner, mine operator and designated agent, in the form required by the Mining Board, and with the Agency's contact information as directed by Agency.

B. Seller shall assign to Agency, all of Seller's right, title and interest in the CD, and Agency shall reimburse Seller in the amount of Twenty Seven Thousand Dollars (\$27,000), which is the face amount of the CD. When the CD is released or returned, Agency shall retain such funds, provided that if such funds are returned to Seller, then Seller shall immediately forward such funds to Agency, which obligation shall survive the Close of Escrow.

C. Agency shall take all actions required by the Mining Board and/or any other governmental agency with jurisdiction over the Property, to assume full responsibility for the quarry closure, final quarry reclamation plan submittal and approval, and implementation of any and all reclamation plans applicable to the Property, including without limitation, that (1) upon the Close of Escrow, Agency shall deliver to the Mining Board a signed statement of responsibility by new mine operator for the Property, and (2) after the Close of Escrow, Agency shall post such financial security as required by the Mining Board in lieu of or in addition to the CD currently posted, and prepare and implement a final reclamation plan for the Property.

**Section 12. Contingency.** It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the condition of the property and the status of the quarry closure plan, all on or before the Contingency Date in accordance with Section 8.C. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

**Section 13. Closing Costs.** Agency and Seller shall each pay all attorneys' fees and costs incurred by such party in connection with negotiation, execution, delivery and

performance of this Agreement by such party. Seller will pay all costs associated with removing any debt encumbering the Property. The cost of the Title Policy issued at Closing shall be paid by Agency, including any increment for the lender's title policy for the Seller Financed Amount, and Agency shall pay all other closing, escrow costs and fees, documentary transfer taxes, and recording fees due at Closing.

**Section 14. Proration of Taxes and Assessments.** Real and personal property taxes, assessments, and interest thereon, and rents under the Leases shall be prorated as of the Closing Date on the basis of a thirty (30) day month. All taxes and assessments applicable to the period prior to Closing shall be paid by Seller. Agency shall be responsible for paying and/or applying for any applicable exemptions relating to any taxes and/or assessments applicable to the period after the Closing.

**Section 15. Warranties, Representations, And Covenants Of Seller.**

Seller hereby warrants, represents, and/or covenants to Agency as of the date Seller has signed this Agreement, that:

- A. To the best of Seller's Knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign, except as expressly discussed relating to the quarry closure and reclamation plan.
- B. To the best of Seller's Knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- C. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- D. To the best of Seller's Knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- E. To the best of Seller's Knowledge, except as set forth in this Section 15.E or as may be described in the Preliminary Documents, during the time that Sellers have owned the Real Property: (1) there has not been any toxic or hazardous waste, materials, substances nor underground storage tanks on, in, or under the Real Property, and there has been no manufacturing other than quarry operations on the Real Property; (2) there have been no spills, releases, or threats of release of hazardous substances, PCB, petroleum nor petroleum products as those items are commonly defined in CERCLA, the California Health and Safety Code, the California Water Code, the

Resource Conservation and Recovery Act and regulations pertaining thereto on, under, or from the Real Property and no chemical usage and waste disposal practices on the Real Property. Seller has disclosed to Agency that: (a) an underground storage tank was removed many years ago in accordance with the laws at the time, before the Real Property was in Seller's possession; and (b) several above-ground drums of engine oil for the operation of mining equipment were on the Real Property prior to Seller's possession of the Property, which to Seller's Knowledge have been removed. Agency acknowledges its receipt of the foregoing disclosures by Seller.

- F. Except as may be described in the Preliminary Documents, Seller has received no notification or communication of any kind from any public entity or regulatory body, or third parties, which would indicate there are any environmental problems on, in, or under or about the Property or any notification or communication of any kind concerning pending or threatened proceedings or potential actions regarding the condition of the Property as specifically relates to environmental health and safety laws or regulations, except as expressly discussed relating to the quarry closure and reclamation plan.
- G. Until the Closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Warranties, Representations, and Covenants of Seller Section not to be true as of Closing, immediately give written notice of such fact or condition to Agency.
- H. Seller is not a foreign person within the meaning of 42 USCS § 1445(f)(3).
- I. As used in this Agreement, the phrase "Seller's Knowledge" will be limited to the actual current knowledge (not constructive knowledge) of Darron Epperson, without duty of inquiry or investigation into the matter so qualified. "Seller's knowledge" will not be construed to refer to the knowledge of any other agent or employee or principal of Seller.
- J. The provisions of this Section 15 shall survive for one year after the Close of Escrow.

**Section 16. Representations and Warranties of Agency.**

Agency hereby warrants, represents, and/or covenants to Seller that:

- A. Agency has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, to perform its obligations hereunder, and to consummate the transaction contemplated hereby.

- B. All requisite action has been taken by Agency in connection with the entering into of this Agreement, the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby.
- C. The individuals executing this Agreement and the instruments referenced herein on behalf of Agency have the legal power, right and actual authority to bind Agency to the terms and conditions hereof and thereof.
- D. There is no litigation pending or, to Agency's actual knowledge, threatened, against Agency or any basis therefor that might materially and detrimentally affect the ability of Agency to perform its obligations under this Agreement. Agency is not now the subject of any proceeding under the federal Bankruptcy Code or under any applicable state bankruptcy, debtor protection or insolvency statute.
- E. The provisions of this Section 16 shall survive for one year after the Close of Escrow.

**Section 17. Damage; Condemnation.**

- A. Damage. If, prior to the Close of Escrow, all or any material portion of the Property is materially damaged or destroyed as a result of a casualty, Agency shall have five (5) business days from the date Agency receives notice from Seller of such damage or destruction to elect either to (a) terminate the Escrow and this Agreement, or (b) close the Escrow, and contemporaneously accept an assignment at the Close of Escrow of all proceeds of any insurance from insurance policies held by Seller covering the damage or destruction of the applicable portion of the Property, and Seller shall then being obligated, without incurring expense, to reasonably assist Agency in collecting such proceeds, or if Seller has received such proceeds, Seller shall pay such proceeds to Agency at the Close of Escrow. If this Agreement and the Escrow are terminated pursuant to this Section 17.A, then, notwithstanding any other provision of this Agreement, Seller and Agency shall share equally the expenses of canceling Escrow, the Deposit and any interest earned thereon while in escrow shall be returned to Agency, and the parties shall have no further obligations to one another, except for any provisions of this Agreement that expressly survive the termination of this Agreement. The provisions of this Section 17.A supersede the provisions of any applicable laws with respect to the subject matter of this Section 17.A.
- B. Condemnation. If after this Agreement is fully executed and prior to the Close of Escrow, all or a substantial part of the Property is taken or threatened to be taken by eminent domain or condemnation, Agency shall

complete the Closing as herein provided and Seller shall pay or assign all condemnation awards or payments with respect of the Property to Agency at the Close of Escrow.

**Section 18. Notices.** All notices to be given under this Agreement shall be in writing in the manner set forth below, addressed to the party to be served at the addresses set forth below, or at such other address for which that party may have given notice under the provisions of this Section. Any notice, demand, approval, consent, or other communication given by (a) mail shall be deemed to have been given four business days after it is deposited in the United States mail, first class and postage prepaid; (b) overnight common carrier courier service shall be deemed to be given on the business day (not including Saturday) immediately following the date it was deposited with such common carrier; (c) delivery in person or by messenger shall be deemed to have been given upon delivery in person or by messenger; or (d) electronic facsimile or email message shall be deemed to have been given on the date of transmission of the entire communication, provided that (i) such transmission occurs during 8:00 a.m. and 5:00 p.m., Pacific Time, on business days, and (ii) the sending party sends a hard copy of the original transmitted document(s) not later than the first (1st) business day following such transmission, by one of the methods described in subsections (a), (b) or (c) above.

Seller: SONCO, LLC  
Attn: Darron Epperson  
P.O. Box 1267  
Rocklin CA 95677-1267  
Fax: (916) 624-3328  
Email: [darronepperson@gmail.com](mailto:darronepperson@gmail.com)

With a copy to:  
Murphy Austin Adams Schoenfeld LLP  
Attention: Keeva G. Coe  
304 "S" Street  
Sacramento, California 95811-6906  
Fax: (916) 329-3007  
Email: [kcoe@murphyaustin.com](mailto:kcoe@murphyaustin.com)

Agency: Carlos Urrutia, Executive Director  
Redevelopment Agency of the City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677  
Fax: (916) 625-5561  
Email: [carlos.urrutia@rocklin.ca.us](mailto:carlos.urrutia@rocklin.ca.us)  
With Copy to [russell.hildebrand@rocklin.ca.us](mailto:russell.hildebrand@rocklin.ca.us)

**Section 19. Possession.** Right to possession of the Property shall transfer to Agency at the Close of Escrow, subject to Agency's rights of early entry and investigation.

**Section 20. Attorney Fees; Litigation Costs.** If any legal action or other proceeding, including arbitration or an action for declaratory relief, is brought to enforce this Agreement or because of a dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs, in addition to any other proper relief. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

**Section 21. Time of the Essence.** Time is of the essence in this Agreement and every provision contained in this Agreement.

**Section 22. Construction; Severability.** The title and headings of the Sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references to sections, recitals, and the preamble shall, unless otherwise stated, refer to the Sections, Recitals, and Preamble of this Agreement. Except where otherwise stated, all references to days are to calendar days. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday, or holiday (as defined in Section 6700 of the California Government Code) (each a "Non-Business Day"), such time for performance will be extended to the next business day. "Business Days" means days other than Non-Business Days. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the agreement. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be enforced to the fullest extent permitted by law.

**Section 23. Integration.** This Agreement, all attached exhibits, and all related documents referred to in this Agreement, constitute the entire agreement between the parties. There are no oral or parol agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be charged.

**Section 24. Interpretation.** Throughout this Agreement, (a) the plural and singular numbers will each be considered to include the other; (b) the masculine, feminine, and

neuter genders will each be considered to include the others; (c) “shall,” “will,” “must,” “agrees,” and “covenants” are each mandatory; (d) “may” is permissive; (e) “or” is not exclusive; and (f) “includes” and “including” are not limiting.

**Section 25. Third-Party Rights.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

**Section 26. Waivers.** No waiver or breach of any provision shall be deemed a waiver of any other provision. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

**Section 27. No Merger.** All covenants of Agency or Seller which are intended hereunder to be performed in whole or in part after the Close of Escrow, and all warranties and representations and indemnities in this Agreement will survive the Closing and will not merge in any instrument conveying title to Agency, subject to any limitation on the period of time of such survival specified herein, and inure to the benefit of and be binding on the parties' respective successors and assigns.

**Section 28. Full Consideration.** Seller expressly agrees that the consideration provided to Seller by Agency under this Agreement is the full amount of consideration to be paid by Agency for acquisition of the Property. By execution of this Agreement and acceptance of this consideration, Seller expressly agrees that this consideration fully satisfies all Agency's legal obligations to pay just compensation for the Property, and Seller releases Agency from any and all claims Seller may have against Agency for compensation.

**Section 29. No Broker's Commissions.** Agency and Seller each warrant and represent to the other that, it has not retained, nor is it obligated to, any person or entity for brokerage, finder's or similar services in connection with the transactions contemplated by this Agreement, and that no commission, finder's fee or other brokerage or agent's compensation can be properly claimed by any person or entity based upon the acts of such party with regard to the transactions which are the subject matter of this Agreement. Each party shall indemnify, defend and hold harmless the other party from and against all obligations, liabilities, claims, damages, costs, expenses and fees (including reasonable attorneys' and experts' fees and costs) arising from or related to such party's breach of the foregoing representation and warranty, and such indemnity obligations shall survive the Closing, or the earlier termination of this Agreement, as applicable.

**Section 30. Incorporation of Exhibits.** All attached exhibits are incorporated in this Agreement by reference.

**Section 31. Authority of Parties.** All persons executing this Agreement on behalf of a party warrant that they have the authority to execute this Agreement on behalf of that party.

**Section 32.** [Intentionally Deleted.]

**Section 33. Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement, and this Section 33 shall survive the Close of Escrow.

**Section 34. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by Seller and Agency.

**Section 34. Governing Law.** This Agreement shall be governed by and construed in accordance with California law.

**The parties have executed this Agreement as of the dates written below.**

Agency: REDEVELOPMENT AGENCY OF THE CITY OF  
ROCKLIN, a municipal corporation

By: Carlos A. Urrutia  
Carlos A. Urrutia, Executive Director

Dated: August 12, 2010

Seller: SONCO, LLC, a California limited liability company

By: Darron Epperson  
Darron Epperson, Managing Member

Dated: 8-10, 2010

Approved as to Form:

Russell A. Hildebrand  
Russell A. Hildebrand, General Counsel  
Redevelopment Agency of the City of Rocklin

**Exhibits**

Exhibit 1 – Legal Description of the Land

Exhibit 2 –Promissory Note with Schedule of Payments

## EXHIBIT 1

### BIG GUN QUARRY PROPERTY DESCRIPTION APN 010-170-024

Real property in the City of Rocklin, County of Placer, State of California, described as follows:

All that certain real property situate in the City of Rocklin, County of Placer, State of California, described as follows:

All of Block 10 as shown on the Official Map of the Town of Rocklin, filed in the Office of the County Recorder of Placer County, on August 9, 1893 in Book A of Maps at Page 28.

EXCEPTING THEREFROM the following Parcels:

Parcel A:

A portion of said Block 10, described as beginning at the intersection of the Southerly line of Granite Street and the Westerly line of Grove Street; thence Westerly of the Southerly line of Granite Street one hundred and twenty-seven (127) feet; thence right angles Southerly two hundred and eighty-seven (287) feet, more or less to the quarter section line; thence East along the quarter section line two hundred and seventy-seven (277) feet, more or less to the Westerly line of Grove Street; thence Northerly along the Westerly line of Grove Street one hundred and ninety (190) feet, more or less to the point of beginning.

Parcel B:

A portion of said Block 10, described as beginning at a point on the Southerly line of Granite Street distant one hundred and twenty-seven (127) feet Westerly from the intersection of the Westerly line of Grove Street, with the Southerly line of the said Granite Street, thence Westerly along the said Southerly line of the said Granite Street two hundred and fifty-three (253) feet, thence at right angles Southerly four hundred and thirty-three and twenty eight one hundredths ( $433 \frac{28}{100}$ ) feet to the Section line; thence East along said Section line two hundred and ninety and sixty-five one hundredths ( $290 \frac{65}{100}$ ) feet; thence in a direct line Northerly two hundred and ninety and three tenth ( $290 \frac{3}{10}$ ) feet to the point of beginning.

Parcel C:

A portion of Block 10, described as beginning at a point on the Southerly line of Granite Street distance thereon one hundred and seventy (170) feet Easterly from the Easterly line of Pacific Street; thence Easterly on the said Southerly line of said Granite Street one hundred (100) feet; thence at right angles Southerly one hundred and fifty (150) feet; thence at right angles Westerly one hundred (100) feet; thence at right angles Northerly one hundred and fifty (150) feet.

Parcel D:

A portion of said Block 10, described as beginning at the Southeasterly corner of Granite and Pacific Street, and running thence Southerly on the Easterly line of Pacific Street 254 feet; thence at right angles Easterly 150 feet; thence at right angles Northerly 254 feet to the Southerly line of Granite Street; thence Westerly 150 feet to the point of beginning.

Parcel E:

A portion of said Block 10, described as beginning on the Southerly line of Granite Street 270 feet Easterly from the Easterly line of Pacific Street; thence Easterly along the said Southerly line of Granite Street 50 feet; thence at right angles Southerly 150 feet; thence at right angles Westerly 50 feet; thence at right angles Northerly 150 feet to the point of beginning.

Parcel F:

A portion of said Block 10, described as beginning at the Southwest corner of said Block Ten on the East line of Pacific Street; thence Northeasterly along the said East line of Pacific Street a distance of three hundred and fifty-one (351) feet to the corner of a fence; thence Southeasterly along line of fence a distance of one hundred seventy-two (172) feet to a corner of said fence; thence Southerly along said fence a distance of one hundred and fifty-three (153) feet to a corner on the South line of said Block Ten (10); thence Westerly along said South line of said Block Ten (10) a distance of two hundred and forty-seven (247) feet to the point of beginning.

Parcel G:

Beginning at the Northeast corner of Parcel to be described, from which the intersection of the South line of Granite Street with the East line of Pacific Street bears North 59 deg. 50' West 760.00 feet; and running thence along the South line of Granite Street North 59 deg. 50' West 180.70 feet; thence South 30 deg. 21' West 269.36 feet; thence South 62 deg. 40' East 181.00 feet; thence North 30 deg. 21' East 260.35 feet to the point of beginning, being a part of Lot 10 of suburban Lots.

Parcel H.:

A portion of said Block 10 described as: "Beginning at a point on the Southerly line of Granite Street" (now called Rocklin Road) a distance of 320.00 feet Southeasterly from the Easterly line of Pacific Street; thence at a right angle Southwesterly a distance of 85.00 feet; thence Southeasterly, parallel with the Southerly line of said Granite Street, a distance of 158.32 feet; thence at right angle Southwesterly a distance of 65.00 feet; thence Southeasterly, parallel with the Southerly line of said Granite Street, a

distance of 100.00 feet, more or less, to a point on the Westerly line of that certain real property described in Book 419 at Page 472, Official Records of Placer County; thence Northeasterly along said Westerly line a distance of 150.00 feet, more or less, to a point on the Southerly of Granite Street; said point also being the Northwesterly corner of that certain real property described in Book 419 at Page 472, Official Records of Placer County; thence Northwesterly along said Southerly line of Granite Street a distance of 259.30 feet to the point of beginning.

Parcel 1:

A portion of Section 19, 11, and 7, Township 11 North, Range 7 East, M.D.B.&M., more particularly described as follows:

Beginning at a point on the intersection of Southerly right-of-way of Rocklin Road (a 100 foot wide roadway) with the Easterly right-of-way of Pacific Street (a 100 foot roadway width), said point of beginning located 50 feet South of monument at the centerline of Rocklin Road intersection with the Easterly right-of-way of Pacific Street; thence from the said point of beginning South 59 deg. 50' 00" East Easterly along the Southerly right-of-way of Rocklin Road, a distance of 320.00 foot to a point on the Northwest corner of Parcel of land deeded to City of Rocklin in Volume 2774 Page 340 recorded on February 13, 1985; thence from the said point South 30 deg. 21' 00" West 85.0 foot; thence South 59 deg. 50' 00" East 158.82 foot; thence South 30 deg. 21' 00" West 65.00 foot to a point on the Southwest corner of said Parcel of land deeded to City, described in the said Volume 2774, Page 340 thence; South 59 deg. 50' 00" East 15 feet to the "true point of beginning"; thence from the said true point of beginning the following 11 (eleven) courses:

1. South 59 deg. 50' 00" East 85.00 feet
2. South 30 deg. 21' 00" West 120.00 feet
3. South 9 deg. 50' 00" East 181.00 feet
4. South 30 deg. 21' 00" West 70.00 feet
5. North 59 deg. 50' 00" West 181.00 feet
6. North 30 deg. 21' 00" East 20.00 feet
7. North 59 deg. 50' 00" West 5.00 feet
8. North 30 deg. 21' 00" East 50.00 feet
9. North 35 deg. 55' 42" West 40.78 feet
10. North 71 deg. 46' 47" West 20.00 feet
11. North 18 deg. 13' 13" East 110.00 feet

ALSO EXCEPTING THEREFROM the railroad track of the Central Pacific Railroad as may be located on said land.

APN No: 010-170-024-000

File No. **12340095 856-1 MJB**

## EXHIBIT 2

### SECURED PROMISSORY NOTE

\$900,000

October 15, 2010  
Rocklin, California

1. **Evidence of Obligation.** This Secured Promissory Note (the "Note") is given by the **REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN**, a municipal corporation ("Borrower") to **SONCO, LLC**, a California limited liability company ("Lender"), pursuant to that certain Purchase and Sale Agreement by and between Lender and Borrower, dated June 29, 2010, for reference purposes only (the "Agreement"), to evidence that certain Seller Financing (as defined in the Agreement) in the principal amount of **Nine Hundred Thousand Dollars (\$900,000.00)**. All capitalized terms not otherwise defined in this Note are defined by the terms of the Agreement.

2. **Payment Covenant.** For value received, Borrower promises to pay to Lender, or order, at P.O. Box 1267, Rocklin CA 95677-1267, or at such other place as may be designated in writing by Lender, the principal amount of **Nine Hundred Thousand Dollars (\$900,000.00)**, together with Interest (as defined below), on the terms and conditions set forth herein.

3. **Interest.** Interest on the outstanding principal balance due under this Note shall accrue at the rate of three and 67/100 percent (3.67%) per annum commencing on the date hereof and continuing until the loan is paid off in its entirety (the "Interest"). Interest shall be computed based on a three hundred sixty (360) day year and a thirty (30) day month.

4. [Intentionally deleted.]

5. **Payment and Maturity.** Principal and interest shall be payable in annual installments of \$200,293 commencing on October 1, 2011, and continuing on October 1 of every year thereafter until the loan is paid off in its entirety, without notice, demand, or presentment. Provided the annual payments are made timely and without any late charges or other expenses in accordance with the terms of this Note, the annual payments shall be allocated to principal and interest as shown on Schedule 1 which is attached hereto and incorporated herein by this reference.

6. **Prepayment.** Borrower reserves the right at any time, and from time to time, to prepay all or any portion of the amounts outstanding hereunder; provided, however, as a condition to such prepayment, Borrower shall pay to Lender the Interest that would have been earned, from the date of the prepayment to the date the loan would otherwise have been paid off, on such portion of the principal prepaid.

7. **Late Charge.** In addition to the foregoing, if Borrower fails to repay all principal and Interest owed hereunder within twenty (20) days of when due, a late charge by way of damages shall be immediately due and payable to Lender. Borrower recognizes that default by Borrower in paying such amounts when due will result in Lender incurring additional expenses and in Lender's loss of the use of the money due. Borrower agrees that, if for any reason Borrower fails to pay the amounts owed under this Note within twenty (20) days of when due, Lender shall be entitled to damages for the detriment caused thereby, but that it is extremely difficult and impractical to ascertain the extent of such damages. Borrower therefore agrees that the amount of Two Thousand Five Hundred Dollars (\$2,500) shall be due when any payment required under this Note fails to be paid within twenty (20) days of when due, and such amount shall be due again on every thirtieth (30<sup>th</sup>) day thereafter during any period when any payment required under this Note remains unpaid, and such amount and schedule is a reasonable estimate of said damages to Lender, which sum Borrower agrees to pay on demand. The right to payment of such damages shall be in addition to, and not in substitution for, any other remedies

available to Lender by reason of any default, including, without limitation, Lender's right set forth in this Note to be paid its costs and expenses if this Note is placed in the hands of attorneys for advice or collection and Lender's rights and remedies under the Deed of Trust.

8. **Security.** Borrower's obligations under this Note are secured by that certain Deed of Trust of even date herewith, made by Borrower in favor of Lender (the "Deed of Trust"), granting Lender a first (1<sup>st</sup>) priority lien against Borrower's fee interest in that certain real property located in Placer County, California, and more particularly described in the Deed of Trust (the "Property"). The holder of this Note will be entitled to the benefits of the security provided by the Deed of Trust, and will have the right to enforce the covenants and agreements of Borrower contained in the Deed of Trust. In no event will Lender be required to subordinate the Deed of Trust to any other lien or encumbrance on the Property.

9. **Application of Payments.** Any payments made under this Note shall be applied in the following order: (a) to the payment of late charges owed by Borrower in accordance with Section 7 above; (b) to the repayment of expenses advanced by Lender under this Note or under the Deed of Trust; (c) to accrued Interest payable under this Note; and (d) to principal payable under this Note.

10. **Fraudulent or Preferential Payments.** To the extent that Borrower makes any payment hereunder or Lender receives any payment or proceeds for Borrower's benefit, which are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to trustee, debtor in possession, receiver, custodian or any other party under any bankruptcy law, common law or equitable cause, then, to such extent, the obligations of Borrower hereunder intended to be satisfied shall be revived and continue as if such payment or proceeds had not been received by Lender.

11. **Default; Acceleration.** If a default occurs under the Deed of Trust or this Note following expiration of any applicable grace periods, or upon the happening of an Insolvency Event (as defined below), then Lender may, at its sole option, declare all sums owing under this Note immediately due and payable, subject to any limitations on acceleration contained in the Deed of Trust; provided, however, that if the Deed of Trust provides for automatic acceleration of payment of sums owing hereunder, all amounts owing hereunder shall be automatically due and payable in accordance with the terms of such document. For purposes of this Note, an "Insolvency Event" shall have occurred if and when a petition in bankruptcy or for reorganization or for an arrangement under any bankruptcy or insolvency law or for a receiver or trustee for any property of Borrower is filed by or against Borrower which is not dismissed within forty-five (45) days, or if Borrower makes an assignment for the benefit of creditors or becomes insolvent or unable to pay its debts as they mature or any attachment or execution is levied against a substantial portion of the property of Borrower and is not discharged within forty-five (45) days.

12. **Waiver of Presentment, Demand.** Borrower and all endorsers, guarantors and other persons liable on this Note hereby waive presentment, demand, notice of dishonor, notice of default or delinquency, notice of acceleration, notice of protest and nonpayment, and diligence in taking any action to collect any amount owing under this Note or in proceeding against any of the rights or interests in or to properties securing payment of this Note.

13. **Usury.** All agreements between Borrower and Lender are expressly limited, so that in no event or contingency whatsoever, whether by reason of the advancement of the proceeds of this Note, acceleration of maturity of the unpaid principal balance, or otherwise, shall the amount paid or agreed to be paid to Lender for the use, forbearance, or detention of the money to be advanced under this Note exceed the highest lawful rate permissible under applicable usury laws. If, under any circumstances whatsoever, Lender shall ever receive as interest an amount that exceeds the highest lawful rate, the amount that would be excessive interest shall be applied to the reduction of the unpaid principal balance under this Note and not to the payment of interest, or, if

such excessive interest exceeds the unpaid balance of principal under this Note, such excess shall be refunded to Borrower.

14. **Attorneys' Fees.** If any party to this Note shall take any action to enforce this Note or bring any action or commence any arbitration for any relief against any other party, declaratory or otherwise, arising out of this Note, the losing party shall pay to the prevailing party a reasonable sum for attorneys' and experts' fees and costs incurred in taking such action, bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' and experts' fees and costs incurred in enforcing such judgment. The amount of attorneys' and experts' fees and costs due hereunder shall be determined by a court of competent jurisdiction and not by a jury. For the purposes of this Section, attorneys' and experts' fees and costs shall include, without limitation, fees and costs incurred in the following: (a) postjudgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; and (e) bankruptcy litigation; and (f) appeals.

15. **No Waivers.** No previous waiver and no failure or delay by Lender in acting with respect to the terms of this Note shall constitute a waiver of any breach, default or failure of condition under this Note. No waiver of any provision of this Note shall constitute a waiver of any other term hereof, or otherwise release or discharge the liability of Borrower under this Note. A waiver of any term of this Note must be made in writing and shall be limited to the express written terms of such waiver.

16. **Time of the Essence; Dates.** Time is of the essence of this Note. In the event that any date specified in this Note falls on Saturday, Sunday or a holiday (as defined in Section 6700 of the California Government Code) (each a "Non-Business Day"), such date shall be deemed to fall on the succeeding day that is not a Non-Business Day.

17. **Governing Law and Venue.** This Note shall be construed and enforced in accordance with the laws of the State of California. The venue for any proceedings under this Note shall be a court of competent jurisdiction in Placer County, California.

IN WITNESS WHEREOF, Borrower has executed this Note as set forth below.

**BORROWER:**

Redevelopment Agency of the City of Rocklin,  
a municipal corporation

By: Carlos A. Urrutia  
Carlos A. Urrutia, Executive Director

Dated: August 12, 2010

**Schedule 1 to Secured Promissory Note**

**SCHEDULE OF PAYMENTS**

| Period Ending | Principal    | Coupon | Interest     | Annual Debt Service |
|---------------|--------------|--------|--------------|---------------------|
| 10/01/2010    |              |        |              |                     |
| 10/01/2011    | 167,293.90   | 3.670% | 33,030.00    | 200,293.90          |
| 10/01/2012    | 173,402.50   | 3.670% | 26,891.41    | 200,293.91          |
| 10/01/2013    | 179,766.40   | 3.670% | 20,527.54    | 200,293.94          |
| 10/01/2014    | 186,363.80   | 3.670% | 13,930.12    | 200,293.92          |
| 10/01/2015    | 193,203.40   | 3.670% | 7,090.56     | 200,293.96          |
|               | \$900,000.00 |        | \$101,469.63 | \$1,001,469.63      |

AGENCY RESOLUTION NO. 2010- 407 RDA

RESOLUTION OF THE REDEVELOPMENT AGENCY  
OF THE CITY OF ROCKLIN  
APPROVING AND AUTHORIZING THE  
EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 1 TO THE  
PURCHASE AND SALE AGREEMENT FOR THE BIG GUN MINING PROPERTY,  
5255 PACIFIC STREET, ROCKLIN, CA.  
(Agency Resolution No. 2010-406, August 12, 2010)

The Redevelopment Agency of the City of Rocklin does resolve as follows:

Section 1. The Agency hereby approves and authorizes the Executive Director to execute Amendment No. 1 to the Purchase And Sale Agreement For The Big Gun Mining Property, 5255 Pacific Street, Rocklin, Ca. by and between the Agency and Sonco, LLC, A California Limited Liability Company in substantially the form attached hereto as Exhibit A and by this reference incorporated herein, for the purpose of extending the Contingency Date to November 19, 2010, and the Closing Date to December 2, 2010 to provide additional time for Agency prepurchase due diligence activities.

PASSED AND ADOPTED this 7th day of October, 2010, by the following roll call vote:

AYES: Agency Members: Hill, Magnuson, Lund, Yuill

NOES: Agency Members: None

ABSENT: Agency Members: Storey

ABSTAIN: Agency Members: None



Scott Yuill, Chairman

ATTEST:



Barbara Ivanusich, Secretary

## EXHIBIT A

### AMENDMENT NO. 1 TO THE PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN AND SONCO, LLC (Big Gun Mining Property)

APPROVED BY AGENCY RESOLUTION NO. 2010-406  
DATED AUGUST 12, 2010

THIS AMENDMENT is entered into as of October 7, 2010 by and between the Redevelopment Agency of the City of Rocklin, a municipal corporation ("Agency") and SONCO, LLC, a California Limited Liability Company ("Seller").

#### RECITALS

1. Agency and Seller entered into an Agreement of Purchase and Sale of the Big Gun Mine Property at 5255 Pacific Street, Rocklin, CA dated for reference purposes August 10, 2010, and approved by Agency Resolution No. 2010-406 on August 12, 2010 (the "Agreement").
2. The Agreement approved by the Agency and Seller provided for a Contingency Date, as defined in Section 8.C.1 of the Agreement, of no later than October 12, 2010.
3. The Agreement also specified a Closing Date in Section 6 of the Agreement as no later than October 29, 2010.
4. The Agency cannot complete their necessary prepurchase due diligence activities prior to the Contingency Date. Seller and Agency desire to extend the due diligence period while leaving the remaining terms and conditions of the Agreement in place.

#### AGREEMENT

5. The Closing Date of not later than October 29, 2010 referenced in the first sentence of Section 6 of the Agreement is hereby amended and extended to be not later than December 2, 2010.
6. The Contingency Date of no later than 5:00pm on October 12, 2010 referenced in the second sentence of subsection 8.C.1 of the Agreement is hereby amended and extended to be no later than 5:00pm on November 19, 2010.

7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

8. Except as modified herein, all of the terms and conditions of the the Agreement shall remain in full force and effect.

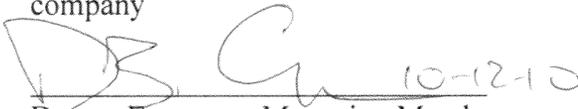
**The parties have executed this 1st Amendment as of the date above written.**

Executed as of the day stated above:

REDEVELOPMENT AGENCY OF THE  
CITY OF ROCKLIN, A Municipal  
Corporation

By:   
Carlos A. Urrutia  
Executive Director

SELLER  
SONCO, LLC, a California limited liability  
company

By:   
Darron Epperson, Managing Member

APPROVED AS TO FORM:

  
Russell A. Hildebrand  
Agency General Counsel

ATTEST:

  
Barbara Ivanusich  
Secretary

AGENCY RESOLUTION NO. 2010-413 RDA

RESOLUTION OF THE REDEVELOPMENT AGENCY  
OF THE CITY OF ROCKLIN  
APPROVING AND AUTHORIZING THE  
EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 2 TO THE  
PURCHASE AND SALE AGREEMENT FOR THE BIG GUN MINING PROPERTY,  
5255 PACIFIC STREET, ROCKLIN, CA.  
(Agency Resolution No. 2010-406, August 12, 2010)  
(Amendment No. 1 Agency Reso. No. 2010-407, Oct. 7, 2010)

The Redevelopment Agency of the City of Rocklin does resolve as follows:

Section 1. The Agency hereby approves and authorizes the Executive Director to execute Amendment No. 2 to the Purchase And Sale Agreement For The Big Gun Mining Property, 5255 Pacific Street, Rocklin, Ca. by and between the Agency and Sonco, LLC, A California Limited Liability Company in substantially the form attached hereto as Exhibit A and by this reference incorporated herein, to modify the purchase price.

PASSED AND ADOPTED this 23rd day of November, 2010, by the following roll call vote:

AYES: Agency Members: Hill, Ruslin, Magnuson, Yuill

NOES: Agency Members: None

ABSENT: Agency Members: Storey

ABSTAIN: Agency Members: None



\_\_\_\_\_  
Scott Yuill, Chairman

ATTEST:

  
\_\_\_\_\_  
Barbara Ivanusich, Secretary

## EXHIBIT A

### AMENDMENT NO. 2 TO THE PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN AND SONCO, LLC (Big Gun Mining Property)

APPROVED BY AGENCY RESOLUTION NO. 2010-406  
DATED AUGUST 12, 2010

THIS AMENDMENT is entered into as of November 23, 2010 by and between the Redevelopment Agency of the City of Rocklin, a municipal corporation ("Agency") and SONCO, LLC, a California Limited Liability Company ("Seller").

### RECITALS

A. Agency and Seller entered into an Agreement of Purchase and Sale of the Big Gun Mine Property at 5255 Pacific Street, Rocklin, CA dated for reference purposes August 10, 2010, and approved by Agency Resolution No. 2010-406 on August 12, 2010, subsequently amended by Amendment No. 1 approved by Agency Resolution No. 2010-407 on October 7, 2010 (the "Agreement"). All capitalized terms used but not defined herein shall have the meanings attributed to them in the Agreement.

B. As set forth in subsection 8.D of the Agreement, Agency's obligation to purchase the Property is expressly conditioned on confirmation by a licensed real estate appraiser, or an equivalent authority satisfactory to the Agency, that the Purchase Price does not exceed fair market value for the Property.

C. The parties have evaluated the appraisal of the Land, the investigations and estimates of clean up costs for minor environmental hazards identified on the Property, estimates of costs associated with closure and reclamation of the quarry, and possibilities of future revenue from the sale of certain Improvements on the Land for salvage value, and desire to amend the Purchase Price for the Property accordingly.

### AGREEMENT

1. The first sentence of Section 3 of the Agreement, Purchase Price, shall be amended to reduce the stated price from \$1,300,000 to \$1,000,000 as follows:

Seller shall convey the Property by Grant Deed to Agency for valuable consideration in the amount of One Million and 00/100 Dollars (\$1,000,000.00) (the "Purchase Price") which shall be payable as follows:

2. The Seller Financed Amount stated in subsection 3.B is hereby reduced from \$900,000 to \$600,000.

3. Subsection 3.C. is hereby amended to read as follows:

C. **Interest Payments.** On or before the 1<sup>st</sup> Anniversary of the Closing Date, and on each subsequent Anniversary of the Closing Date until the entire purchase price is paid in full, the Agency shall make an annual payment of \$133,529.28 as more specifically described in the Promissory Note which includes the Payment Schedule attached hereto as **Exhibit 3** of this Agreement.

4. A new subsection 3.D. shall be added to the Agreement to read as follows:

D. **Certain Fees.** The State Mining and Geology Board has reported to the parties that certain administrative costs and fees are due to the State Mining and Geology Board relating to the Property, as shown on **Exhibit 1** to this Amendment No. 2. On or before the Closing Date, Agency and Seller shall each pay one-half of the amounts shown on the Schedule of Fees attached as **Exhibit 1** to this Amendment No. 2. After the Closing Date, Agency shall be responsible for all administrative and inspection fees relating to the Property for the year 2010, as and when such fees are charged by the State Mining and Geology Board.

The State Office of Mine Reclamation has reported to the parties that certain administrative costs and fees are due to the State Office of Mine Reclamation relating to the Property, as shown on **Exhibit 2** to this Amendment No. 2. On or before the Closing Date, Seller shall pay the fees that are shown on **Exhibit 2** to this Amendment No. 2. After the Closing Date, Agency shall be responsible for all administrative and inspection fees relating to the Property for the year 2010, as and when such fees are charged by the State Office of Mine Reclamation.

5. A new subsection 3.E. shall be added to the Agreement to read as follows:

E. **Salvage Value to be paid to Seller.**

1. In addition to the stated purchase price Seller shall receive the proceeds of the sale of certain improvements and property to be removed from the site and sold for salvage value. The salvage property shall be identified on a schedule of salvage property agreed to by the parties that shall be delivered to escrow holder no later than 10 days prior to close of escrow. The items so identified on the schedule are collectively referred to herein as the "Salvage Property." Agency shall use commercially reasonable efforts to sell the Salvage Property during the period that starts on the Closing Date and ends one year after the Closing Date (the "Salvage Sale Period"). Agency agrees to remit the cash value of all consideration paid by the buyers of any items of Salvage Property within 30 days of removal of such item(s) of the Salvage Property from the Property.

2. In the alternative, Seller shall have the right, but not the obligation, to undertake the sale of any items of Salvage Property in lieu of a sale of such items by the Agency. Seller may exercise such right by giving written notice to the Agency within 30 days after the Closing Date of which items of the Salvage Property that Seller will undertake to sell. Promptly following Seller's request, which requests Seller may make from time to time during the Salvage Sale Period, Agency shall provide a bill of sale or other evidence of title required to effectuate the transfer of any requested item(s) of Salvage Property to Seller or Seller's nominee. Agency shall cooperate with the efforts of Seller or Seller's nominee to salvage and remove the salvage property from the site, including issuing a right of entry or encroachment permit for salvage purposes to any party requesting entry onto the Property at the request of Seller. Seller shall cause such items of Salvage Property to be removed from the Property within 30 days of receipt from Agency of a right of entry or encroachment permit for salvage purposes for such item. Title to and responsibility for any item of the Salvage Property shall not transfer to Seller upon Seller's election to undertake its sale, but shall remain in the Agency, until until such time as such item is transferred to Seller or Seller's nominee. Thirty (30) days prior to the end of the the Salvage Sale Period, Seller and Agency shall meet to confirm their agreement regarding the disposition and the distribution to Seller of the proceeds from the future sale of any and all of the Salvage Property that has not then been sold by Seller and will remain on the Property at the end of the Salvage Sale Period. The provisions of this paragraph shall survive the Closing of Seller's sale of the Property to Agency.

3. Prior to the Agency issuing a right of entry or encroachment permit for salvage purposes, Seller or Seller's nominee shall provide Agency with proof of insurance with reasonable limits of liability corresponding to the degree of risk associated with the intended salvage activity, and evidence of all other necessary licenses and/or permits required by law. Determination of adequate insurance and the limits of liability for salvage activities shall be at the sole discretion of the City of Rocklin Risk Manager in consultation with Agency General Counsel.

6. Exhibit 2 to the Agreement is hereby replaced in its entirety with Exhibit 3 to this Amendment No. 2.

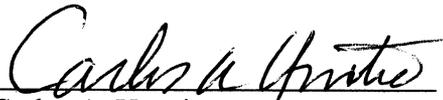
7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

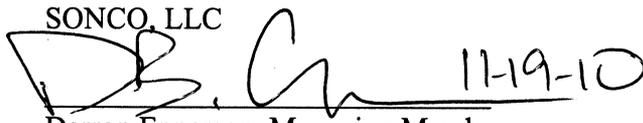
[Remainder of Page Intentionally Left Blank]

8. Except as modified herein, all of the terms and conditions of the the Agreement shall remain in full force and effect.

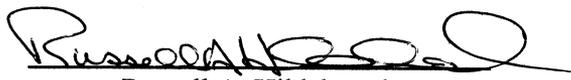
**The parties have executed this 2nd Amendment to the Agreement as of the date first written above.**

REDEVELOPMENT AGENCY OF THE CITY OF  
ROCKLIN, A Municipal Corporation

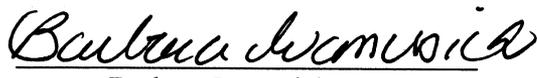
By:   
Carlos A. Urrutia  
Executive Director

SELLER  
SONCO, LLC  
By:  11-19-10  
Darron Epperson, Managing Member

APPROVED AS TO FORM:

  
Russell A. Hildebrand  
Agency General Counsel

ATTEST:

  
Barbara Ivanusich  
Secretary

**EXHIBIT 1**

**SCHEDULE OF FEES TO STATE MINING AND GEOLOGY BOARD**

**Big Gun  
(91-31-0013)**

**Inspection Invoices**

| Inspection Year | Total Fee  | Date Paid |
|-----------------|------------|-----------|
| 2006 Inspection | \$3,450.00 |           |
| 2007 Inspection | \$1,118.00 |           |
| 2008 Inspection | \$529.90   |           |
| 2009 Inspection | \$858.52   |           |

**Administrative Fee Invoices**

| Admin Fee Year  | Total Fee  | Date Paid |
|-----------------|------------|-----------|
| 2006 Admin Fees | \$2,555.00 |           |
| 2007 Admin Fees | \$5,110.00 |           |
| 2008 Admin Fees | \$5,110.00 |           |
| 2009 Admin Fees | \$5,110.00 |           |

## EXHIBIT 2

### SCHEDULE OF FEES TO STATE OFFICE OF MINE RECLAMATION

| A  | B  | C  | D                      | E                          | F                       | G               | H               | I        | J             |
|----|--|--|------------------------|----------------------------|-------------------------|-----------------|-----------------|----------|---------------|
| 1  | <b>Annual Mining Operations Report: Late Fee and Interest Calculation Worksheet</b>            |  |                        |                            |                         |                 |                 |          |               |
| 2  | Mine ID#:  | 91-31-0013   |                        |                            |                         |                 |                 |          |               |
| 3  | Mine Name:   | Big Gun Mine                                       |                        |                            |                         |                 |                 |          |               |
| 4  | Lead Agency:   | State Mining and Geology Board for City of Rocklin |                        |                            |                         |                 |                 |          |               |
| 5  |  |  |                        |                            |                         |                 |                 |          |               |
| 6  | <b>Reporting Year</b>  | <b>Due Date</b>                                    | <b>Date Received *</b> | <b># Months Delinquent</b> | <b>Reporting Fee **</b> | <b>Late Fee</b> | <b>Interest</b> |          | <b>Totals</b> |
| 7  | 2006   | 07/01/07   | 12/31/2010             | 41                         | \$ 110.00               | \$100.00        | \$ 67.65        | \$167.65 | \$ 277.65     |
| 8  | 2007   | 07/01/08   | 12/31/2010             | 29                         | \$ 113.00               | \$100.00        | \$ 49.30        | \$149.30 | \$ 262.30     |
| 9  | 2008   | 07/01/09   | 12/31/2010             | 17                         | \$ 117.00               | \$100.00        | \$ 29.92        | \$129.92 | \$ 246.92     |
| 10 | 2009   | 07/01/10   | 12/31/2010             | 5                          | \$ 117.00               | \$100.00        | \$ 8.80         | \$108.80 | \$ 225.80     |
| 11 | 2010   | 07/01/11   |                        |                            |                         |                 | \$ -            |          |               |
| 12 |  |  |                        |                            |                         |                 |                 |          | \$ 1,012.67   |
| 13 |  |  |                        |                            |                         |                 |                 |          |               |
| 14 | Late Fee: 10% or \$100.00 (whichever is greater)   |  |                        |                            |                         |                 |                 |          |               |
| 15 | Interest Fee: Based on 1.5% of Reporting Fee multiplied by the number of delinquent months     |  |                        |                            |                         |                 |                 |          |               |
| 16 |  |  |                        |                            |                         |                 |                 |          |               |
| 17 | * guesstimated - please adjust "#Months Delinquent (column E) if payment sent after that month |  |                        |                            |                         |                 |                 |          |               |
| 18 |  |  |                        |                            |                         |                 |                 |          |               |
| 19 | ** Fee based on previous mine status of "Closed No Intent to Resume. Reclamation Incomplete"   |  |                        |                            |                         |                 |                 |          |               |
| 20 | Fee Category "C"   |  |                        |                            |                         |                 |                 |          |               |
| 21 |  |  |                        |                            |                         |                 |                 |          |               |
| 22 |  |  |                        |                            |                         |                 |                 |          |               |

## EXHIBIT 3

### SECURED PROMISSORY NOTE

\$600,000

December 2, 2010  
Rocklin, California

1. **Evidence of Obligation.** This Secured Promissory Note (the "Note") is given by the **REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN**, a municipal corporation ("Borrower") to **SONCO, LLC**, a California limited liability company ("Lender"), pursuant to that certain Purchase and Sale Agreement by and between Lender and Borrower, dated August 10, 2010, for reference purposes only, as amended by that Amendment No. 1 to the Purchase and Sale Agreement by and between Lender and Borrower entered into as of October 7, 2010, and as further amended by that certain Amendment No. 2 to the Purchase and Sale Agreement by and between Lender and Borrower entered into as of November 23, 2010 (as amended, the "Agreement"), to evidence that certain Seller Financing (as defined in the Agreement) in the principal amount of **Six Hundred Thousand Dollars (\$600,000.00)**. All capitalized terms not otherwise defined in this Note are defined by the terms of the Agreement.
2. **Payment Covenant.** For value received, Borrower promises to pay to Lender, or order, at P.O. Box 1267, Rocklin CA 95677-1267, or at such other place as may be designated in writing by Lender, the principal amount of **Six Hundred Thousand Dollars (\$600,000.00)**, together with Interest (as defined below), on the terms and conditions set forth herein.
3. **Interest.** Interest on the outstanding principal balance due under this Note shall accrue at the rate of three and 67/100 percent (3.67%) per annum commencing on the date hereof and continuing until the loan is paid off in its entirety (the "Interest"). Interest shall be computed based on a three hundred sixty (360) day year and a thirty (30) day month.
4. [Intentionally deleted.]
5. **Payment and Maturity.** Principal and interest shall be payable in annual installments of \$133,529.28 commencing on December 1, 2011, and continuing on December 1 of every year thereafter until the loan is paid off in its entirety, without notice, demand, or presentment. Provided the annual payments are made timely and without any late charges or other expenses in accordance with the terms of this Note, the annual payments shall be allocated to principal and interest as shown on Schedule 1 which is attached hereto and incorporated herein by this reference.
6. **Prepayment.** Borrower reserves the right at any time, and from time to time, to prepay all or any portion of the amounts outstanding hereunder; provided, however, as a condition to such prepayment, Borrower shall pay to Lender the Interest that would have been earned, from the date of the prepayment to the date the loan would otherwise have been paid off, on such portion of the principal prepaid.
7. **Late Charge.** In addition to the foregoing, if Borrower fails to repay all principal and Interest owed hereunder within twenty (20) days of when due, a late charge by way of damages shall be immediately due and payable to Lender. Borrower recognizes that default by Borrower in paying such amounts when due will result in Lender incurring additional expenses and in Lender's loss of the use of the money due. Borrower agrees that, if for any reason Borrower fails to pay the amounts owed under this Note within twenty (20) days of when due, Lender shall be entitled to damages for the detriment caused thereby, but that it is extremely difficult and impractical to ascertain the extent of such damages. Borrower therefore agrees that the amount of Two Thousand Five Hundred Dollars (\$2,500) shall be due when any payment required under this Note fails to be paid within twenty (20) days of when due, and such amount shall be due again on every thirtieth (30<sup>th</sup>) day thereafter during any period when any payment required under this Note remains unpaid, and such amount and schedule is a reasonable estimate of said damages to Lender, which sum Borrower agrees to pay on demand. The right to payment of such damages shall be in addition to, and not in substitution for, any

other remedies available to Lender by reason of any default, including, without limitation, Lender's right set forth in this Note to be paid its costs and expenses if this Note is placed in the hands of attorneys for advice or collection and Lender's rights and remedies under the Deed of Trust.

8. **Security.** Borrower's obligations under this Note are secured by that certain Deed of Trust of even date herewith, made by Borrower in favor of Lender (the "Deed of Trust"), granting Lender a first (1<sup>st</sup>) priority lien against Borrower's fee interest in that certain real property located in Placer County, California, and more particularly described in the Deed of Trust (the "Property"). The holder of this Note will be entitled to the benefits of the security provided by the Deed of Trust, and will have the right to enforce the covenants and agreements of Borrower contained in the Deed of Trust. In no event will Lender be required to subordinate the Deed of Trust to any other lien or encumbrance on the Property.

9. **Application of Payments.** Any payments made under this Note shall be applied in the following order: (a) to the payment of late charges owed by Borrower in accordance with Section 7 above; (b) to the repayment of expenses advanced by Lender under this Note or under the Deed of Trust; (c) to accrued Interest payable under this Note; and (d) to principal payable under this Note.

10. **Fraudulent or Preferential Payments.** To the extent that Borrower makes any payment hereunder or Lender receives any payment or proceeds for Borrower's benefit, which are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to trustee, debtor in possession, receiver, custodian or any other party under any bankruptcy law, common law or equitable cause, then, to such extent, the obligations of Borrower hereunder intended to be satisfied shall be revived and continue as if such payment or proceeds had not been received by Lender.

11. **Default; Acceleration.** If a default occurs under the Deed of Trust or this Note following expiration of any applicable grace periods, or upon the happening of an Insolvency Event (as defined below), then Lender may, at its sole option, declare all sums owing under this Note immediately due and payable, subject to any limitations on acceleration contained in the Deed of Trust; provided, however, that if the Deed of Trust provides for automatic acceleration of payment of sums owing hereunder, all amounts owing hereunder shall be automatically due and payable in accordance with the terms of such document. For purposes of this Note, an "Insolvency Event" shall have occurred if and when a petition in bankruptcy or for reorganization or for an arrangement under any bankruptcy or insolvency law or for a receiver or trustee for any property of Borrower is filed by or against Borrower which is not dismissed within forty-five (45) days, or if Borrower makes an assignment for the benefit of creditors or becomes insolvent or unable to pay its debts as they mature or any attachment or execution is levied against a substantial portion of the property of Borrower and is not discharged within forty-five (45) days.

12. **Waiver of Presentment, Demand.** Borrower and all endorsers, guarantors and other persons liable on this Note hereby waive presentment, demand, notice of dishonor, notice of default or delinquency, notice of acceleration, notice of protest and nonpayment, and diligence in taking any action to collect any amount owing under this Note or in proceeding against any of the rights or interests in or to properties securing payment of this Note.

13. **Usury.** All agreements between Borrower and Lender are expressly limited, so that in no event or contingency whatsoever, whether by reason of the advancement of the proceeds of this Note, acceleration of maturity of the unpaid principal balance, or otherwise, shall the amount paid or agreed to be paid to Lender for the use, forbearance, or detention of the money to be advanced under this Note exceed the highest lawful rate permissible under applicable usury laws. If, under any circumstances whatsoever, Lender shall ever receive as interest an amount that exceeds the highest lawful rate, the amount that would be excessive interest shall be applied to the reduction of the unpaid principal balance under this Note and not to the payment of interest, or, if such excessive interest exceeds the unpaid balance of principal under this Note, such excess shall be refunded to Borrower.

14. **Attorneys' Fees.** If any party to this Note shall take any action to enforce this Note or bring any action or commence any arbitration for any relief against any other party, declaratory or otherwise, arising out of this Note, the

losing party shall pay to the prevailing party a reasonable sum for attorneys' and experts' fees and costs incurred in taking such action, bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' and experts' fees and costs incurred in enforcing such judgment. The amount of attorneys' and experts' fees and costs due hereunder shall be determined by a court of competent jurisdiction and not by a jury. For the purposes of this Section, attorneys' and experts' fees and costs shall include, without limitation, fees and costs incurred in the following: (a) postjudgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; and (e) bankruptcy litigation; and (f) appeals.

15. **No Waivers.** No previous waiver and no failure or delay by Lender in acting with respect to the terms of this Note shall constitute a waiver of any breach, default or failure of condition under this Note. No waiver of any provision of this Note shall constitute a waiver of any other term hereof, or otherwise release or discharge the liability of Borrower under this Note. A waiver of any term of this Note must be made in writing and shall be limited to the express written terms of such waiver.

16. **Time of the Essence; Dates.** Time is of the essence of this Note. In the event that any date specified in this Note falls on Saturday, Sunday or a holiday (as defined in Section 6700 of the California Government Code) (each a "Non-Business Day"), such date shall be deemed to fall on the succeeding day that is not a Non-Business Day.

17. **Governing Law and Venue.** This Note shall be construed and enforced in accordance with the laws of the State of California. The venue for any proceedings under this Note shall be a court of competent jurisdiction in Placer County, California.

IN WITNESS WHEREOF, Borrower has executed this Note as set forth below.

**BORROWER:**

Redevelopment Agency of the City of Rocklin,  
a municipal corporation

By: \_\_\_\_\_  
Carlos A. Urrutia, Executive Director

Dated: \_\_\_\_\_, 2010

**Schedule 1 to Secured Promissory Note**

**SCHEDULE OF PAYMENTS**

**Loan Calculator**

| Enter Values                |               |
|-----------------------------|---------------|
| Loan Amount                 | \$ 600,000.00 |
| Annual Interest Rate        | 3.67 %        |
| Loan Period in Years        | 5             |
| Number of Payments Per Year | 1             |
| Start Date of Loan          | 12/1/2010     |
| Optional Extra Payments     |               |

| Loan Summary                 |               |
|------------------------------|---------------|
| Scheduled Payment            | \$ 133,529.28 |
| Scheduled Number of Payments | 5             |
| Actual Number of Payments    | 5             |
| Total Early Payments         | \$ -          |
| Total Interest               | \$ 67,646.42  |

| Pmt No. | Payment Date | Beginning Balance | Scheduled Payment | Extra Payment | Total Payment | Principal     | Interest     | Ending Balance |
|---------|--------------|-------------------|-------------------|---------------|---------------|---------------|--------------|----------------|
| 1       | 12/1/2011    | \$ 600,000.00     | \$ 133,529.28     | \$ -          | \$ 133,529.28 | \$ 111,509.28 | \$ 22,020.00 | \$ 488,490.72  |
| 2       | 12/1/2012    | 488,490.72        | 133,529.28        | -             | 133,529.28    | 115,601.68    | 17,927.61    | 372,889.04     |
| 3       | 12/1/2013    | 372,889.04        | 133,529.28        | -             | 133,529.28    | 119,844.26    | 13,685.03    | 253,044.78     |
| 4       | 12/1/2014    | 253,044.78        | 133,529.28        | -             | 133,529.28    | 124,242.54    | 9,286.74     | 128,802.24     |
| 5       | 12/1/2015    | 128,802.24        | 133,529.28        | -             | 133,529.28    | 128,802.24    | 4,727.04     | 0.00           |

**RECORDING REQUESTED BY:**

Chicago Title Company  
Escrow No.: 10-30410446-LR  
Locate No.: CACTI7734-7734-2304-0030410446  
Title No.: 10-30410446-RV

**When Recorded Mail Document To:**

SONCO, LLC, a California limited liability company  
P.O. Box 1267  
Rocklin, CA 95677-1267

WE HEREBY CERTIFY THAT THIS IS A FULL  
TRUE AND CORRECT COPY OF THE ORIGINAL  
DOCUMENT AS THE SAME APPEARS IN THE  
OFFICE OF THE COUNTY RECORDER OF  
Placer COUNTY, STATE OF  
CALIFORNIA RECORDED ON 12-3-10  
IN BOOK \_\_\_\_\_ OF OFFICIAL RECORDS  
AT PAGE \_\_\_\_\_ OF OFFICIAL RECORDS  
SERIAL NO. 2010-0100793  
CHICAGO TITLE COMPANY  
BY [Signature]

APN: 010-170-024

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST**

**THIS DEED OF TRUST**, made December 2, 2010, between

**Redevelopment Agency of the City of Rocklin, a municipal corporation**, herein called **TRUSTOR**, whose address is **3970 Rocklin Road, Rocklin, CA 95677**

**Chicago Title Company, a California Corporation**, herein called **TRUSTEE**, and

**SONCO, LLC, A California Limited liability company**, herein called **BENEFICIARY**,

**WITNESSETH:** That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property (the "Property") in Placer County, California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**For the Purpose of Securing:** 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one secured promissory note dated December 2, 2010 and any extension or renewal thereof, in the principal sum of **\$600,000.00** executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

**Due on Sale (Acceleration):** Trustor and Beneficiary acknowledge and agree that Beneficiary contemplates that it will likely subdivide the Property into approximately three areas, an approximately 1.5 acre historical and interpretive area which has or will contain the items and improvements on the Property that may be of historical interest, the quarry area which contains the portion of the Property on which the quarry is or has been located, and an approximately 4 acre area of the Property which may be appropriate for development (the "Developable Area"). If the Trustor shall sell, convey, or alienate all or any part of the Developable Area, or any interest therein, or shall be divested of title to the Developable Area in any manner or way, whether voluntarily or involuntarily, any indebtedness or obligation secured hereby, irrespectively of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice, shall immediately become due and payable. For purposes of this Deed of Trust, all portions of the Property shall constitute Developable Area, unless and until Trustor has obtained Beneficiary's written consent to a map or drawing of the Property that shows the boundaries of the portion(s) of the Property which do not constitute Developable Property, which consent Beneficiary shall not unreasonably withhold, condition or delay.

INITIALS: \_\_\_\_\_

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

(1) To comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(3) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(4) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(5) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(6) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(7) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said Note and this Deed (unless directed in such request to retain them).

(8) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash of lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the proceeding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(9) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument

INITIALS: \_\_\_\_\_

must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and pages where this Deed is recorded and the name and address of the new Trustee.

(10) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(11) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Redevelopment Agency of the City of Rocklin, a municipal corporation

BY: Carlos A. Urrutia  
Carlos A. Urrutia, Executive Director

State of California }  
County of Placer }

On December 2, 2010 before me,  
Terry Stemple Notary Public (here insert name and title of the officer),  
personally appeared Carlos A. Urrutia

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

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

WITNESS my hand and official seal.

Signature Terry Stemple (Seal)



INITIALS: \_\_\_\_\_

APN: 010-170-024

**REQUEST FOR FULL RECONVEYANCE**

TO: Chicago Title Company, a California Corporation, TRUSTEE:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Please mail Reconveyance to:

\_\_\_\_\_

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.**

*Both original documents must be delivered to the Trustee for cancellation before reconveyance will be made.*

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me,  
\_\_\_\_\_, Notary Public (here insert name and title of the officer),  
personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

INITIALS: \_\_\_\_\_

Escrow No.: 10-30410446-LR  
Locate No.: CACTI7734-7734-2304-0030410446  
Title No.: 10-30410446-RV

## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

All of Block 10 as shown on the Official Map of the Town of Rocklin, filed in the Office of the County Recorder of Placer County, on August 9, 1893 in Book A of Maps at Page 28.

Excepting Therefrom the following Parcels:

Parcel A:

A portion of said Block 10, as described as beginning at the intersection of the Southerly line of Granite Street and the Westerly line of Grove Street; thence Westerly of the Southerly line of Granite Street one hundred and twenty-seven (127) feet; thence right angles Southerly two hundred and eighty-seven (287) feet, more or less to the quarter section line; thence East along the quarter section line two hundred and seventy-seven (277) feet, more or less to the Westerly line of Grove Street; thence Northerly along the Westerly line of Grove Street one hundred and ninety (190) feet, more or less to the point of beginning.

Parcel B:

A portion of said Block 10, described as beginning at a point on the Southerly line of Granite Street distant thereon one hundred and twenty-seven (127) feet Westerly from the intersection of the Westerly line of Grove Street, with the Southerly line of the said Granite Street; thence Westerly along the said Southerly line of the said Granite Street two hundred and fifty-three (253) feet, thence at right angles Southerly four hundred and thirty-three and twenty eight one hundredths (433 28/100) feet to the Section line; thence East along said Section line two hundred and ninety and sixty-five one hundredths (290 65/100) feet; thence in a direct line Northerly two hundred and ninety and three tenth (290 3/10) feet to the point of beginning.

Parcel C:

A portion of Block 10, described as beginning at a point on the Southerly line of Granite Street distance thereon one hundred and seventy (170) feet Easterly from the Easterly line of Pacific Street; thence Easterly on the said Southerly line of said Granite Street one hundred (100) feet; thence at right angles Southerly one hundred and fifty (150) feet; thence at right angles Westerly one hundred (100) feet; thence at right angles Northerly one hundred and fifty (150) feet.

Parcel D:

A portion of said Block 10, described as beginning at the Southeasterly corner of Granite and Pacific Street, and running thence Southerly on the Easterly line of Pacific Street 254 feet; thence at right angles Easterly 150 feet; thence at right angles Northerly 254 feet to the Southerly line of Granite Street; thence Westerly 150 feet to the point of beginning.

Parcel E:

A portion of said Block 10, described as beginning on the Southerly line of Granite Street 270 feet Easterly from the Easterly line of Pacific Street; thence Easterly along the said Southerly line of Granite Street 50 feet; thence at right angles Southerly 150 feet; thence at right angles Westerly 50 feet; thence at right angles Northerly 150 feet to the point of beginning.

Parcel F:

A portion of said Block 10, described as beginning at the Southwest corner of said Block Ten on the East line of Pacific Street; thence Northeasterly along the said East line of Pacific Street, a distance of three hundred and fifty-one (351) feet to

the corner of a fence; thence Southeasterly along line of fence, a distance of one hundred seventy-two (172) feet to a corner of said fence; thence Southerly along said fence a distance of one hundred fifty-three (153) feet to a corner on the South line of said Block ten (10); thence Westerly along said South line of said Block Ten (10) a distance of two hundred and forty- seven (247) feet to the point of beginning.

Parcel G:

Beginning at the Northeast corner of Parcel to be described, from which the intersection of the South line of Granite Street with the East line of Pacific Street bears North 59° 50' West, 760.00 feet; thence running thence along the South line of Granite Street North 59° 50' West 180.70 feet; thence South 30° 21' West, 269.36 feet; thence South 62° 40' East 181.00 feet; thence North 30° 21' East 260.35 feet to the point of beginning, being a part of Lot 10 of suburban Lots.

Parcel H:

A portion of said Block 10 described as: "Beginning at a point on the Southerly line of Granite Street" (now called Rocklin Road) a distance of 320.00 feet Southeasterly from the Easterly line of Pacific Street; thence at a right angle Southwesterly a distance of 85.00 feet; thence Southeasterly, parallel with the Southerly line of said Granite Street, a distance of 158.32 feet; thence at right angle Southwesterly a distance of 65.00 feet; thence Southeasterly, parallel with the Southerly line of said Granite Street, a distance of 100.00 feet, more or less, to a point on the Westerly line of that certain real property described in Book 419 at Page 472, Official Records of Placer County; thence Northeasterly along said Westerly line a distance of 150.00 feet, more or less, to a point on the Southerly of Granite Street; said point also being the Northwesterly corner of that certain real property described in Book 419 at Page 472, Official Records of Placer County; thence Northwesterly along said Southerly line of Granite Street, a distance of 259.30 feet to the point of beginning.

Parcel I:

A portion of Section 19, 11 and 7, Township 11 North, Range 7 East, M.D.B. & M, more particularly described as follows:

Beginning at a point on the intersection of Southerly right of way of Rocklin Road (a 100 foot wide roadway) with the Easterly right of way of Pacific Street (a 100 foot roadway width), said point of beginning located 50 feet South of Monument at the centerline of Rocklin Road intersection with the Easterly right-of-way of Pacific Street; thence from the said point of beginning South 59° 50' 00" East Easterly along the Southerly right-of-way of Rocklin Road, a distance of 320.00 foot to a point on the Northwest corner of Parcel of land deeded to City of Rocklin in Volume 2774, Page 340 recorded on February 13, 1985; thence from the said point South 30° 21' 00" West 85.00 foot; thence South 59° 50' 00" East 158.82 foot; thence South 30° 21' 00" West 65.00 foot to a point on the Southwest corner of said Parcel of land deeded to City, described in the said Volume 2774, Page 340; thence South 59° 50' 00" East 15 feet to the "true point of beginning"; thence from the said point of beginning the following 11 (eleven) courses:

1. South 59° 50' 00" East 85.00 feet
2. South 30° 21' 00" West 120.00 feet
3. South 9° 50' 00" East 181.00 feet
4. South 30° 21' 00" West 70.00 feet
5. South 59° 50' 00" West 181.00 feet
6. North 30° 21' 00" East 20.00 feet
7. North 59° 50' 00" West 5.00 feet
8. North 30° 21' 00" East 50.00 feet
9. North 35° 55' 42" West 40.78 feet
10. North 71° 46' 47" West 20.00 feet
11. North 18° 13' 13" East 110.00 feet

Also Excepting Therefrom the railroad track of the Central Pacific Railroad as may be located on said land.

APN: 010-170-024



# Chicago Title Company

2320 East Bidwell Street, Suite 125, Folsom, CA 95630  
916 673-1400 • FAX 916 983-3053

**DATE:** December 3, 2010  
**ESCROW NO.:** 10-30410446-LR  
**LOCATE NO.:** CACTI7734-7734-2304-0030410446  
**ESCROW OFFICER:** Lynette Rhodes

**TIME:** 1:38 PM

**CLOSING DATE:** December 3, 2010

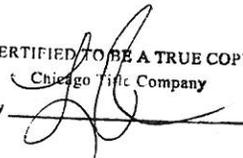
## BUYER FINAL CLOSING STATEMENT

**SELLER:** SONCO, LLC, a California limited liability company  
**BUYER:** Redevelopment Agency of the City of Rocklin, a municipal corporation  
**PROPERTY:** 5255 Pacific Street, Rocklin, CA 95677

|   | \$ DEBITS      | \$ CREDITS     |
|---|----------------|----------------|
| <b>FINANCIAL:</b>   |                |                |
| Total Consideration   | 1,000,000.00   |                |
| Deposit - City of Rocklin   |                | 25,000.00      |
| Deposit - City of Rocklin-General   |                | 420,561.93     |
| Interest on IBA account   |                | 1.06           |
| New 1st Trust Deed to SONCO, LLC, a California limited liability company  |                | 600,000.00     |
| <b>PRORATIONS/ADJUSTMENTS:</b>  |                |                |
| Prepaid County Taxes at \$7,486.88 Semi-Annual from 12/3/2010 to 1/1/2011 | 1,164.63       |                |
| Rents at \$2,000.00 Monthly from 12/3/2010 to 1/1/2011                    |                | 1,866.67       |
| Rents at \$700.00 Monthly from 12/3/2010 to 1/1/2011                      |                | 653.33         |
| Credit fm buyer to seller   | 27,000.00      |                |
| Security Deposit  |                | 1,200.00       |
| Security Deposit  |                | 700.00         |
| <b>TITLE CHARGES:</b>   |                |                |
| 01-O-CLTA Standard - 1990 for \$1,000,000.00                              | 2,820.00       |                |
| 01-L-CLTA Standard - 1990 for \$600,000.00                                | 100.00         |                |
| <b>ESCROW CHARGES:</b>  |                |                |
| Escrow Fee to Chicago Title   | 2,850.00       |                |
| Draw Deed of Trust / Note   | 75.00          |                |
| Draw Deed   | 50.00          |                |
| Outside Courier/Special Messenger   | 33.00          |                |
| <b>MISCELLANEOUS:</b>   |                |                |
| State Mining and Geology board for Outstanding Fees                       | 11,920.71      |                |
| <hr/>   |                |                |
| BUYERS REFUND   | \$3,969.65     |                |
| TOTALS  | \$1,049,982.99 | \$1,049,982.99 |

**SAVE THIS STATEMENT FOR INCOME TAX PURPOSES**

CERTIFIED TO BE A TRUE COPY  
Chicago Title Company

By 



# Chicago Title Company

2320 East Bidwell Street, Suite 125, Folsom, CA 95630  
916 673-1400 • FAX 916 983-3053

**DATE:** December 3, 2010  
**ESCROW NO.:** 10-30410446-LR  
**LOCATE NO.:** CACTI7734-7734-2304-0030410446  
**ESCROW OFFICER:** Lynette Rhodes

**TIME:** 1:38 PM

**CLOSING DATE:** December 3, 2010

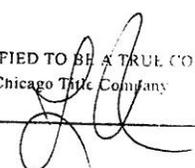
## BUYER FINAL CLOSING STATEMENT

**SELLER:** SONCO, LLC, a California limited liability company  
**BUYER:** Redevelopment Agency of the City of Rocklin, a municipal corporation  
**PROPERTY:** 5255 Pacific Street, Rocklin, CA 95677

|   | \$ DEBITS      | \$ CREDITS     |
|---|----------------|----------------|
| <b>FINANCIAL:</b>   |                |                |
| Total Consideration   | 1,000,000.00   |                |
| Deposit - City of Rocklin   |                | 25,000.00      |
| Deposit - City of Rocklin-General   |                | 420,561.93     |
| Interest on IBA account   |                | 1.06           |
| New 1st Trust Deed to SONCO, LLC, a California limited liability company  |                | 600,000.00     |
| <b>PRORATIONS/ADJUSTMENTS:</b>  |                |                |
| Prepaid County Taxes at \$7,486.88 Semi-Annual from 12/3/2010 to 1/1/2011 | 1,164.63       |                |
| Rents at \$2,000.00 Monthly from 12/3/2010 to 1/1/2011                    |                | 1,866.67       |
| Rents at \$700.00 Monthly from 12/3/2010 to 1/1/2011                      |                | 653.33         |
| Credit fm buyer to seller   | 27,000.00      |                |
| Security Deposit  |                | 1,200.00       |
| Security Deposit  |                | 700.00         |
| <b>TITLE CHARGES:</b>   |                |                |
| 01-O-CLTA Standard - 1990 for \$1,000,000.00                              | 2,820.00       |                |
| 01-L-CLTA Standard - 1990 for \$600,000.00                                | 100.00         |                |
| <b>ESCROW CHARGES:</b>  |                |                |
| Escrow Fee to Chicago Title   | 2,850.00       |                |
| Draw Deed of Trust / Note   | 75.00          |                |
| Draw Deed   | 50.00          |                |
| Outside Courier/Special Messenger   | 33.00          |                |
| <b>MISCELLANEOUS:</b>   |                |                |
| State Mining and Geology board for Outstanding Fees                       | 11,920.71      |                |
| <hr/>   |                |                |
| BUYERS REFUND   | \$3,969.65     |                |
| TOTALS  | \$1,049,982.99 | \$1,049,982.99 |

**SAVE THIS STATEMENT FOR INCOME TAX PURPOSES**

CERTIFIED TO BE A TRUE COPY  
Chicago Title Company

By 

December 2, 2010

State Mining and Geology Board  
Attn: Jocelyn Fernandez  
801 K Street, Suite 2015  
Sacramento, CA 95814

Re: Big Gun Quarry – Notice of Sale and Transfer of Responsibility

To Whom it May Concern:

Sonco, LLC (“Sonco”) is the former owner of the property located at 5255 Pacific Street, Rocklin, CA, commonly known as the Big Gun Quarry (CA ID No. 91-31-0013) for which the State Mining and Geology Board (the “Board”) is the “lead agency.” As of December 2, 2010, Sonco has sold the Big Gun Quarry property to the Redevelopment Agency of the City of Rocklin, a municipal corporation (the “Rocklin Redevelopment Agency”).

Sonco thus hereby relinquishes and transfers to the Rocklin Redevelopment Agency, Sonco’s responsibilities with respect to any reclamation and other obligations relating to the Big Gun Quarry property. Concurrently with this letter, the Rocklin Redevelopment Agency is transmitting a letter to the Board assuming responsibility for such obligations. Sonco has also assigned to the Rocklin Redevelopment Agency the CD Sonco posted with the Board as security for reclamation plans relating to the property.

Please contact me if you have any questions about the foregoing. Thank you for your assistance on this matter.

Very truly yours,

SONCO, LLC



DARRON EPPERSON  
Managing Member

cc: Carlos A. Urrutia and Russell Hildebrand (Redevelopment Agency of the City of Rocklin)  
Office of Mine Reclamation (Attn: Kit Gonzales)



# Rocklin Redevelopment Agency

3970 Rocklin Road  
Rocklin, CA 95677-2720  
916-625-5560  
TDD 916-632-4187  
www.ci.rocklin.ca.us

December 2, 2010

State Mining and Geology Board  
801 K Street, Suite 2015  
Sacramento, CA 95814

Re: Big Gun Quarry – Notice of Purchase and Assumption of Responsibility

To Whom It May Concern:

This letter serves as notice that as of December 2, 2010, the Redevelopment Agency of the City of Rocklin, a municipal corporation (the "Rocklin Redevelopment Agency") has purchased from Sonco, LLC ("Sonco") the property located at 5255 Pacific Street, Rocklin, CA, commonly known as the Big Gun Quarry (CA ID No. 91-31-0013) for which the State Mining and Geology Board (the "Board") is the "lead agency."

The Rocklin Redevelopment Agency hereby assumes all of Sonco's responsibilities with respect to any reclamation and other obligations relating to the Big Gun Quarry property. Concurrently with this letter, Sonco is transmitting a letter to the Board relinquishing its responsibility for such obligations. We also note that Sonco has assigned to the Rocklin Redevelopment Agency the CD posted by Sonco with the Board as security for reclamation plans relating to the property.

Please contact me if you have any questions about the foregoing. Thank you for your assistance on this matter.

Very truly yours,  
REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN

CARLOS A. URRUTIA  
Executive Director

cc: Russell Hildebrand (Redevelopment Agency of the City of Rocklin)  
Darron Epperson (Sonco, LLC)



# CITY OF ROCKLIN

## MEMORANDUM

DATE: November 23, 2010

TO: Honorable Mayor and City Council

FROM: Carlos A. Urrutia, City Manager

RE: Big Gun Mining Property

RESO. NO. 2010-413 RDA

### SUMMARY AND RECOMMENDATION

It is necessary to amend the purchase and sale agreement for the quarry to address a reduction in price from \$1.3 million dollars to \$1 million dollars and to address the sellers right to the salvage value of personal property and buildings located on the premises. Subject to the approval of this agreement, the purchase of this property is scheduled to close on December 2, 2010. Approval of the amendments to the agreement is recommended.

### DISCUSSION

The City and Sonco, LLC (Darron Epperson) entered into an agreement for the purchase and sale of the Big Gun Mining Property at 5255 Pacific Street, Rocklin, California, on August 12, 2010. The agreement was amended on October 7, 2010, to extend the time for the City to complete its due diligence. The City's obligation to purchase the quarry was conditioned on confirmation by a licensed real estate appraiser that the purchase price did not exceed fair market value. The property was appraised by Tom Clark, the City's appraiser, for \$1.3 million. This estimate did not take into account salvage value of existing items on the property, or the cost of cleanup and reclamation. The City estimates the cost of cleanup and reclamation to be \$300,000. The salvage value of the property has not been estimated. Staff negotiated with the seller to reduce the price by \$300,000 to a new purchase price of \$1 million. Under the newly negotiated conditions, the seller will get to keep the salvage value of the personal property and salvageable buildings and equipment on the property. Salvageable items will be identified by the seller and the City and there will be a time limit of one year for the salvage to take place. The salvage can either be accomplished by the City or by the seller, but the proceeds will go to the seller.

Staff has identified items of historical interest on the premises and feels that preservation of these historical assets is important. For that reason, staff will be proposing later that the property be divided into three parcels. One parcel will constitute the quarry itself.

The second parcel will be a small set aside of approximately half an acre where historical items can be stored and eventually displayed. The third parcel will be the balance of the property which will be deemed to be the developable parcel. Preservation of the historic artifacts and materials on the property would be done in consultation with the appropriate parties. By creating the three parcels, the City will be able to fence off the developable parcel and will not trigger cleanup costs of the larger portion of the property in the foreseeable future.

Under the existing Reclamation Plan filed with the State Mining Board, the City is obligated to undertake, right away certain activities such as fencing the perimeter of the quarry and performing other tasks required by the Reclamation Plan. Staff estimates the cost of doing the reclamation related items is about \$100,000 and it is included in the overall estimate for cleanup and restoration of \$300,000. The City should undertake the reclamation work as soon as practicable upon title transfer which is expected to happen at the beginning of December.

The financial aspects of the deal now include a \$400,000 down payment as originally envisioned, and a five year note of \$600,000 (instead of \$900,000). The note will carry an interest rate of 3.67%. Staff has calculated the balance debt service on this note to be approximately \$133,000 per year for the next five years. Funding the annual payments will come from the Redevelopment Agency.

# 5255 Pacific Street - Big Gun Mining Proposed Parcel Map



1 inch = 100 feet

**OFFICE OF HISTORIC PRESERVATION  
DEPARTMENT OF PARKS AND RECREATION**



P.O. BOX 942896  
SACRAMENTO, CA 94296-0001  
(916) 445-7000 Fax: (916) 445-7053  
calshpo@parks.ca.gov

July 13, 2012

Ms. Carol Ellis  
Rocklin Historical Society  
5290 Paragon Street  
Rocklin, California 95677

RE: California Granite Company Listing on the National Register of Historic Places

Dear Ms. Ellis:

I am pleased to notify you that on July 3, 2012, the above-named property was placed on the National Register of Historic Places (National Register). As a result of being placed on the National Register, this property has also been listed in the California Register of Historical Resources, pursuant to Section 4851(a)(2) of the Public Resources Code.

Placement on the National Register affords a property the honor of inclusion in the nation's official list of cultural resources worthy of preservation and provides a degree of protection from adverse effects resulting from federally funded or licensed projects. Registration provides a number of incentives for preservation of historic properties, including special building codes to facilitate the restoration of historic structures, and certain tax advantages.

There are no restrictions placed upon a private property owner with regard to normal use, maintenance, or sale of a property listed in the National Register. However, a project that may cause substantial adverse changes in the significance of a registered property may require compliance with local ordinances or the California Environmental Quality Act. In addition, registered properties damaged due to a natural disaster may be subject to the provisions of Section 5028 of the Public Resources Code regarding demolition or significant alterations, if imminent threat to life safety does not exist.

If you have any questions or require further information, please contact the Registration Unit at (916) 445-7008.

Sincerely,

Milford Wayne Donaldson, FAIA  
State Historic Preservation Officer

Enclosure: National Register Notification of Listing

July 13, 2012

The Director of the National Park Service is pleased to send you the following announcements and actions on properties for the National Register of Historic Places. For further information contact Edson Beall via voice (202) 354-2255, or E-mail: <[Edson\\_Beall@nps.gov](mailto:Edson_Beall@nps.gov)> This and past Weekly Lists are also available here: <http://www.nps.gov/history/nr/nrlist.htm>

Our physical location address is:

National Park Service 2280, 8th floor  
National Register of Historic Places  
1201 "I" (Eye) Street, NW,  
Washington D.C. 20005

Experience America's Best Idea: National Park Getaways A New Getaway Every Wednesday: <http://www.nps.gov/getaways/>

WEEKLY LIST OF ACTIONS TAKEN ON PROPERTIES: 7/02/12 THROUGH 7/06/12

KEY: State, County, Property Name, Address/Boundary, City, Vicinity, Reference Number, NHL, Action, Date, Multiple Name

CALIFORNIA, PLACER COUNTY,  
California Granite Company,  
5255 Pacific St.,  
Rocklin, 12000375,  
LISTED, 7/03/12

CALIFORNIA, SACRAMENTO COUNTY,  
Shiloh Baptist Church,  
3552 7th Ave.,  
Sacramento, 12000376,  
LISTED, 7/03/12

June 23, 2004  
Folder 2120-92

Mr. Russell A. Hildebrand  
City of Rocklin  
3980 Rocklin Road  
Rocklin, CA 95677

Dear Mr. Hildebrand:

RE: Grant Deed to the Redevelopment Agency of the City of Rocklin

In line with the agreement between Union Pacific Railroad Company and the Redevelopment Agency of the City of Rocklin, this letter shall serve as authority to record the attached deed covering the Railroad Company's sale of 40,000 square feet in Rocklin, Placer County, California. Also please find an original Corporate Resolution.

Concurrent with the recording, you are hereby authorized to wire the amount of \$80,000.00, covering the funds to:

US Bank  
Omaha, Nebraska 68102  
ABA Routing #104000029  
For Credit to Union Pacific Railroad Company, FOLDER 2120-92  
Account No. 148744571164

On the day the proceeds are wired, you should provide to me (by email) the exact total amount of money to be wired, the date and time the money was wired, the wire number, and the name of the bank originating the wire.

As soon after closing as possible, a copy of the recorded deed should be faxed to Carl Sum, UPRR Tax Dept. at (402) 271-4858.

Should you have any questions, please contact me at (402) 997-3534.

Sincerely,

Jill C. Bazzell  
Manager - Real Estate

AGENCY RESOLUTION NO. 2004-246

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE  
CITY OF ROCKLIN APPROVING AND DIRECTING THE  
EXECUTIVE DIRECTOR TO  
EXECUTE A PURCHASE AND SALE AGREEMENT,  
AND ALL RELATED DOCUMENTS NECESSARY TO COMPLETE  
THE PURCHASE OF UNION PACIFIC RAILROAD PROPERTY  
AT RAILROAD AVENUE BETWEEN OAK AND PINE STREETS AND  
ACCEPT THE ASSIGNMENT OF A GROUND LEASE ON A  
PORTION OF THE PROPERTY

The Redevelopment Agency of the City of Rocklin does resolve as follows:

Section 1. The Redevelopment Agency of the City of Rocklin hereby approves and directs the Executive Director to finalize negotiations and execute a letter of agreement, for the purchase of Union Pacific Railroad property fronting on Railroad Avenue between Oak and Pine Streets (the "Property"), between the Redevelopment Agency of the City of Rocklin and the Union Pacific Railroad Company in substantially the form of Exhibit A, attached hereto and by this reference incorporated herein, and to execute a purchase and sale agreement in conformance with the approved letter agreement, and all other necessary and related documents required to complete and close the purchase.

Section 2. Upon satisfaction of all terms and conditions of the purchase and sale agreement and the close of escrow, the Redevelopment Agency of the City of Rocklin hereby accepts the grant deed and authorizes the Executive Director to execute a Certificate of Acceptance and authorizes the Agency Clerk to have the grant deed vesting title in the Redevelopment Agency of the City of Rocklin, and all other necessary and related documents recorded in the Office of the Placer County Recorder when fully executed and notarized.

Section 3. The Redevelopment Agency of the City of Rocklin hereby accepts assignment of a ground lease on a portion of Lots 1 and 2 of the Property, and authorizes the Executive Director to execute any and all documents required to vest the Redevelopment Agency's interest in said lease, and authorizes the Agency Clerk to record said documents in the Office of the Placer County Recorder when fully executed and notarized.

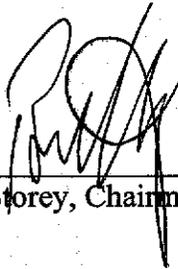
PASSED AND ADOPTED this 22nd day of June, 2004, by the following roll call vote:

AYES: Agency Members: Hill, Lund, Magnuson, Yorde, Storey

NOES: Agency Members: None

ABSENT: Agency Members: None

ABSTAIN: Agency Members: None



---

Brett Storey, Chairman

ATTEST:



---

Secretary  
E:\clerk\reso\P&S Agmt UPRR at Pacific and Midas.doc



PLACER, County Recorder  
JIM MCCAULEY

DOC- 2004-0085400

Wednesday, JUN 30, 2004 09:27:47  
NOC \$0.00

Ttl Pd \$0.00

Nbr-0001105973

rec/DN/1-13

**RECORDING REQUESTED BY**  
The Redevelopment Agency of the City of Rocklin,  
California

RECORD WITHOUT FEE UNDER SECTION 6103  
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

AND AFTER RECORDING RETURN TO:

City of Rocklin \_\_\_\_\_  
Redevelopment Agency \_\_\_\_\_  
3970 Rocklin Road, Rocklin, CA  
Attn: City Clerk \_\_\_\_\_ 95677

(Space above for Recorder's use only)

Real Estate File Folder #2120-92

**QUITCLAIM DEED**

**UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation), Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto **The Redevelopment Agency of the City of Rocklin**, a California municipal corporation, Grantee, whose address is shown above, and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to that certain real property situated in the City of Rocklin, County of Placer, State of California ("Property"), as more particularly described in **Exhibit A** attached hereto and hereby made a part hereof.

Grantee acknowledges that Grantor's predecessor in interest acquired the Property pursuant to the Act of Congress ("Pacific Railway Act") of July 1, 1862 (12 Stats. 489), as amended by the Act of July 2, 1864 (13 Stats.356); and agrees that Grantee shall use the Property only for such purposes as are consistent with such Act of July 1, 1862, as amended by the Act of July 2, 1864.

Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantee, Grantor reserves all income (including, without limitation, rentals, license fees and royalties from any license and other rights to use the Property) granted by Grantor or Grantor's predecessors in interest. Grantee agrees that if Grantee receives any such income, Grantee will promptly forward the income to Grantor.

The Property is quitclaimed AS IS, WHERE IS, subject to all conditions, restrictions, reservations, easements and encumbrances whether recorded or otherwise applicable to the Property. Grantee assumes the risk of and agrees to indemnify and hold Grantor harmless, and to defend Grantor against and from any claims, costs, liabilities, expenses (including without limitation, court costs and attorney fees), or demands of whatsoever nature or source for any defects or environmental

SK  
DN

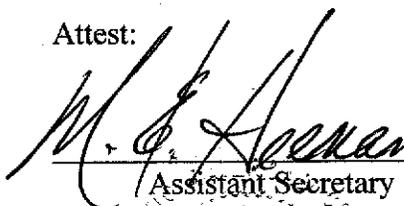
problems, latent or obvious, discovered or undiscovered in the Property.

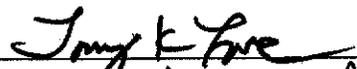
TO HAVE AND TO HOLD, subject to the aforesaid provisions, the Property unto the said Grantee and unto its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this deed to be duly executed as of the 27<sup>th</sup> day of June, 2004.

UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation

Attest:

 (Seal)  
Assistant Secretary

By:   
Title: General Manager - Real Estate

The undersigned Grantee hereby accepts this Quitclaim Deed, and agrees for itself, its successors and assigns to be bound by the covenants and conditions set forth herein.

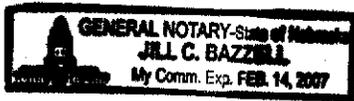
**GRANTEE**  
**THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN**

By:   
Its: Executive Director

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On June 24, 2004, before me, a Notary Public in and for said County and State, personally appeared Tony K. Love and M.E. Heinen, General Manager – Real Estate and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Jill C. Bazzell  
Notary Public

(SEAL)

Dated: 6-22-04

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF PLACER )

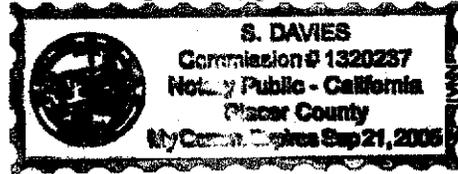
On 29<sup>th</sup> June 2004 before me, the S. DAVIES, Notary Public in and for said County and State, personally appeared

CARLOS A. URRUTIA

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.

*S. Davies*

Notary Public in and for said County and State



(space above for official notarial area.)

**MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE**

Grantee at address above

| Name                                   | Street Address     | City & State      |
|--|--------------------|-------------------|
| City of Rocklin - Redevelopment Agency | 3970 Rocklin Road, | Rocklin, CA 95677 |

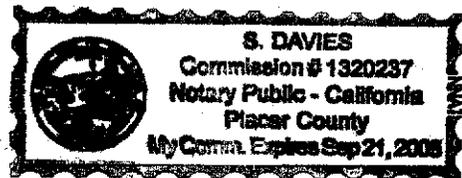


EXHIBIT A

OAK STREET TO PINE STREET  
RAILROAD PROPERTY ACQUISITION

LEGAL DESCRIPTION

A parcel of land, being a portion of Lots 1, 2, 3, 4, 5, 6, 7, & 8 of Block D, situated in the City of Rocklin, County of Placer, State of California, recorded in Book A of Maps, Page 28 on August 9, 1893 Official Records, Placer County Recorder. Said parcel of land also being a portion of the Northeast Quarter of Section 19, Township 11 North, Range 7 East. More particularly described as follows:

Being a portion of Lots 1, 2, 3, 4, 5, 6, 7, & 8 of Block D as shown on that map recorded in the Office of the Placer County Recorder's in Book A of Maps, Page 28. Said land being that portion of land that falls within the 400 foot right of way of the Central Pacific Railroad as established by the Congressional Grant of July 1862.



*Larry M. Wing*  
05-12-2004



**RAILROAD BLANKET ASSIGNMENT**

THIS AGREEMENT, made and entered into this 22<sup>nd</sup> day of June, 2004, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware Corporation (hereinafter called "Assignor"), and THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN, a municipal corporation to be addressed at 3970 Rocklin Road, Rocklin, California 95677 (hereinafter called "Assignee"),

**RECITALS:**

The Assignor, or its predecessors in interest, and various parties entered into various agreements which are listed and identified in the schedule hereto attached, marked "Exhibit B", and hereby made a part hereof.

The Assignor on the 30<sup>th</sup> day of June, 2004, sold to the Assignee all of its right, title and interest in the property described in Exhibit A, hereby attached and hereby made a part hereof.

The Assignor desires to assign said agreements to the Assignee.

**AGREEMENT:**

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

The Assignor does hereby sell, assign, transfer and set over to the Assignee all of the Assignor's right, title and interest in and to the agreements described in Exhibit B.

The Assignee hereby assumes and accepts the above assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in said agreements to be performed and observed by the Assignor and assumes all liabilities mentioned in said agreements to be assumed by the Assignor.

This agreement shall be considered as taking effect as of the 1<sup>st</sup> day of July, 2004.

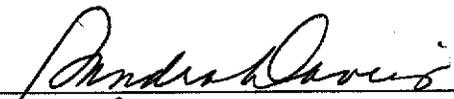
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

By:   
General Director - Real Estate

Witness:

**THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN**

X   
Title: City Clerk

X   
Assignee

EXHIBIT A

OAK STREET TO PINE STREET  
RAILROAD PROPERTY ACQUISITION

LEGAL DESCRIPTION

A parcel of land, being a portion of Lots 1, 2, 3, 4, 5, 6, 7, & 8 of Block D, situated in the City of Rocklin, County of Placer, State of California, recorded in Book A of Maps, Page 28 on August 9, 1893 Official Records, Placer County Recorder. Said parcel of land also being a portion of the Northeast Quarter of Section 19, Township 11 North, Range 7 East. More particularly described as follows:

Being a portion of Lots 1, 2, 3, 4, 5, 6, 7, & 8 of Block D as shown on that map recorded in the Office of the Placer County Recorder's in Book A of Maps, Page 28. Said land being that portion of land that falls within the 400 foot right of way of the Central Pacific Railroad as established by the Congressional Grant of July 1862.



*Larry M. Wing*

05-12-2004

EXHIBIT B

| <u>Lease Audit No.</u> | <u>Folder No.</u> | <u>Lessee</u>       | <u>Lessee's Address</u>       |
|------------------------|-------------------|---------------------|-------------------------------|
| S155924                | 1487-55           | Mrs. Leona T. Scott | 3720 Pine Street, Rocklin, CA |

AGENCY RESOLUTION NO. 2004-246

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE  
CITY OF ROCKLIN APPROVING AND DIRECTING THE  
EXECUTIVE DIRECTOR TO  
EXECUTE A PURCHASE AND SALE AGREEMENT,  
AND ALL RELATED DOCUMENTS NECESSARY TO COMPLETE  
THE PURCHASE OF UNION PACIFIC RAILROAD PROPERTY  
AT RAILROAD AVENUE BETWEEN OAK AND PINE STREETS AND  
ACCEPT THE ASSIGNMENT OF A GROUND LEASE ON A  
PORTION OF THE PROPERTY

The Redevelopment Agency of the City of Rocklin does resolve as follows:

Section 1. The Redevelopment Agency of the City of Rocklin hereby approves and directs the Executive Director to finalize negotiations and execute a letter of agreement, for the purchase of Union Pacific Railroad property fronting on Railroad Avenue between Oak and Pine Streets (the "Property"), between the Redevelopment Agency of the City of Rocklin and the Union Pacific Railroad Company in substantially the form of Exhibit A, attached hereto and by this reference incorporated herein, and to execute a purchase and sale agreement in conformance with the approved letter agreement, and all other necessary and related documents required to complete and close the purchase.

Section 2. Upon satisfaction of all terms and conditions of the purchase and sale agreement and the close of escrow, the Redevelopment Agency of the City of Rocklin hereby accepts the grant deed and authorizes the Executive Director to execute a Certificate of Acceptance and authorizes the Agency Clerk to have the grant deed vesting title in the Redevelopment Agency of the City of Rocklin, and all other necessary and related documents recorded in the Office of the Placer County Recorder when fully executed and notarized.

Section 3. The Redevelopment Agency of the City of Rocklin hereby accepts assignment of a ground lease on a portion of Lots 1 and 2 of the Property, and authorizes the Executive Director to execute any and all documents required to vest the Redevelopment Agency's interest in said lease, and authorizes the Agency Clerk to record said documents in the Office of the Placer County Recorder when fully executed and notarized.

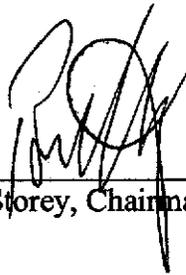
PASSED AND ADOPTED this 22nd day of June, 2004, by the following roll call vote:

AYES: Agency Members: Hill, Lund, Magnuson, Yorde, Storey

NOES: Agency Members: None

ABSENT: Agency Members: None

ABSTAIN: Agency Members: None



\_\_\_\_\_  
Brett Storey, Chairman

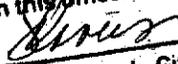
ATTEST:



\_\_\_\_\_  
Secretary

E:\clerk\reso\P&S Agmt UPRR at Pacific and Midas.doc

The foregoing instrument is a  
correct copy of the original document  
on file in this office.

Attest: 

\_\_\_\_\_  
City Clerk, City of Rocklin

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: JILL C. BAZZELL

Date Commission Expires: 2-14-2007

Commission Number: \_\_\_\_\_

County of Commission: DOUGLAS

State of Commission: NEBRASKA

Manufacturer Number: \_\_\_\_\_

Place of Execution: Auburn, CA

Signature: [Handwritten Signature] Date: 6-30-04

Firm Name: City of Rocklin

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: S. DAVIES

Date Commission Expires: 9-21-05

Commission Number: \_\_\_\_\_

County of Commission: PLACER

State of Commission: CALIFORNIA

Manufacturer Number: NNA1

Place of Execution: Auburn, CA

Signature: [Handwritten Signature] Date: 6-30-04

Firm Name: City of Rocklin



**ENTEK  
CONSULTING GROUP, INC.**

4200 Rocklin Road, Suite 7, Rocklin, CA 95677 Phone (916) 632-6800 Fax (916) 632-6812 www.entekgroup.com

**HAZARDOUS MATERIALS SURVEY  
FINAL REPORT**

**OWNER/CLIENT**

**City of Rocklin**

**CONTACT**

**Mr. John House  
Deputy Director of Public Services  
4801 Alvis Court  
Rocklin, CA 95677**

**SURVEY ADDRESS**

**3720 Pine Street  
Rocklin, CA 95677**

**BUILDING SURVEYED**

**Private Residence**

**PREPARED BY**

**Cory Sanders  
CAC #03-3332 & CDPH #I/S/M-15131  
Entek Consulting Group, Inc.  
4200 Rocklin Road; Suite 7  
Rocklin, CA 95677**

**Entek Project #13-2586**

**March 18, 2013**



## TABLE OF CONTENTS

|  |    |
|--|----|
| Executive Summary .....  | 3  |
| Introduction .....   | 4  |
| Building Description .....   | 4  |
| Asbestos Inspection and Sample Collection Protocols .....          | 5  |
| Asbestos Bulk Sample Results .....                                 | 5  |
| Asbestos Regulatory Requirements .....                             | 8  |
| Lead Sampling Results .....  | 9  |
| Lead Regulatory Compliance .....                                   | 10 |
| Fluorescent Light Tubes and Polychlorinated Biphenyls (PCBs) ..... | 10 |
| Thermostats With Mercury Switches .....                            | 11 |
| Freon and Fluorocarbons .....                                      | 11 |
| Smoke Detectors Which May Contain a Radioactive Element .....      | 11 |
| Limitations .....  | 12 |

### Appendices

- A. Asbestos Related Documents
- B. Lead Related Documents
- C. Backup Documentation



## **Executive Summary**

The United States Environmental Protection Agency, National Emission Standards for Hazardous Air Pollutants (US EPA NESHAP), 40 CFR Part 61 - Nov. 20, 1990, requires an owner or operator of a demolition or renovation project to thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos-containing materials (ACM) prior to the commencement of that project.

This inspection report was requested by Mr. John House, Deputy Director of Public Services for the City of Rocklin.

The purpose of the inspection was to comply with US EPA NESHAP requirements and the California Air Resources Board (CARB) which has jurisdiction for this project site to determine if asbestos or lead containing materials are present which may be impacted during demolition of the subject structure.

The attached drawings show approximate sample locations for asbestos and lead.

Materials are classified in the tables of this report as asbestos containing construction material (ACCM) and those materials found to not contain asbestos.

This is a summary of the report. The report must be read in its entirety, and the reader must review all the detailed information provided in the body of the report prior to making any interpretations, or conclusions pertaining to the information. Any conclusions made by the reader about the information provided in the body of this report which are contradictory or not included in this report are the responsibility of the reader.

### Asbestos

On March 14, 2013, Entek conducted a survey of the residence. The results of testing for asbestos during this survey indicate asbestos is present in the joint compound associated with the drywall systems in the Living Room and Bedroom #1.

All other materials evaluated during this survey were reported to not contain asbestos which included: sheet vinyl flooring and adhesives, texture/skim coats on drywall, 12" acoustic ceiling tiles, wall paper, kitchen flue pipe, various roofing materials including those present on exterior walls and roofing mastic associated with the brick chimney and various vent pipes.

### Lead

Entek investigated existing paints in an effort to determine if lead was present in these materials. Those paints applied to various interior and exterior components which were found to contain greater than 5,000 parts per million (ppm) lead include the white paint applied to the original exterior wood walls and trim components, the brown paint applied to window components, the white paint applied to interior wood walls and trim components and the white paint applied to doors, door frames and trim components.



If more than 100 square feet of these paints are impacted by a "trigger task", prior notification to Cal/OSHA will be required.

Any work designated by California Occupational Safety Health Administration (Cal/OSHA) as a "trigger task" which will impact these paints must be done by properly trained personnel, in compliance with all lead related Cal/OSHA regulations and requirements.

The only paint found to contain lead in amounts less than the laboratories reporting limit of 50 ppm was the white paint applied to interior drywall systems. Therefore, this paint is considered to not contain lead.

#### Other Hazardous Materials

Entek did not specifically inspect for mercury containing fluorescent light tubes or light ballast which may contain polychlorinated biphenyls (PCBs), thermostats which may contain mercury switches, equipment or systems which may contain Freon or other fluorocarbons, or smoke detectors which may contain a radioactive element. However, information pertaining to these materials is included in this report for your use and reference, since these light systems are present on the project.

#### **Introduction**

This report presents results of an asbestos and lead survey performed by Entek which included all interior areas and most exterior areas with the exception of the sub-floor crawl space which was inaccessible. The residence included in this report is located at 3720 Pine Street, Rocklin, CA 95677.

This report also includes references to regulations pertaining to handling practices and waste disposal of PCB light ballasts, mercury containing light tubes and thermostats which may be impacted during this project.

#### **Building Description**

The residence was constructed in the late 1800's and is in very poor condition. The interior flooring is comprised of either bare wood, sheet vinyl or carpet. The interior walls are comprised of either wood or drywall. The interior ceilings are comprised of either wood, drywall or 12" acoustic ceiling tiles which are stapled up. The attic space is comprised entirely of wood.

The exterior walls are wood which have been covered in most areas with roofing materials. The windows are gone, but the frames and sills are still present. The main roof is metal, but mineral cap roll roofing is present on the low roof over the kitchen and on the dilapidated porch.

## **Asbestos Inspection and Sample Collection Protocols**

Entek included all interior and exterior areas of the building in the survey with the exception of the sub-floor crawl space which was inaccessible.

Entek did not use demolition methods to look within enclosed wall or ceiling cavities during this investigation. Entek did include all suspect materials observed in, on, or associated with the areas included in this report.

Bulk samples were collected of various materials suspected to contain asbestos by utilizing a power drill and coring tube, cutting the materials with a razor knife, or use of other appropriate hand tools.

Surfacing materials were collected in a statistically random manner representative of the associated homogenous area as required in 40 CFR Part 763, Asbestos-Containing Materials in Schools; Final Rule and Notice, published October 30, 1987.

Miscellaneous materials were collected from each homogenous area in a manner sufficient to determine whether the material is or is not ACM as required in 40 CFR Part 763, Asbestos-Containing Materials in Schools; Final Rule and Notice, published October 30, 1987.

Approximate locations of all samples collected during this inspection are indicated on the "Bulk Asbestos Material Analysis Request Forms for Entek", which served as the chain of custody for the samples, and on the building diagrams attached to this report.

## **Asbestos Bulk Sample Results**

There were several materials observed which are considered "suspect" under US EPA guidelines. Under current US EPA guidelines for conducting building inspections for ACM, all "suspect" materials must be assumed to contain asbestos until otherwise determined by laboratory testing.

The samples of materials suspected of containing asbestos were submitted to Asbestech, a laboratory located in Carmichael, California. These samples were subsequently analyzed by polarized light microscopy (PLM) with dispersion staining.

US EPA NESHAP uses the terms RACM, CAT-I, & CAT-II when identifying materials which contain asbestos in amounts greater than 1%. Cal/OSHA uses the term ACCM which indicates a manufactured construction material contains greater than 0.1% asbestos by weight by the PLM method. This definition can be found in Title 8, 1529.

All samples found to contain <1% asbestos by PLM analysis which are not identified as containing >1% asbestos, classified as RACM, CAT-I, or CAT-II materials in the following results tables were additionally analyzed using the 400 point count (PC) method with analysis by PLM. This additional analysis is required by NESHAP and enforced by CARB. The PC method analysis results were used only to verify a material did not contain >1% asbestos as a single layer material, or as a composite result which is provided for materials

such as drywall and joint compound used for wall/ceiling systems. A result reported as none detected or "trace" by the PC method only verified the initial PLM result of <1% and shall not be used to determine the identified material does not contain asbestos. Copies of Asbestech's laboratory reports and accreditations are attached.

A total of 23 bulk samples were collected of all the materials considered to be "suspect", which were observed during this investigation. Some of those samples contained multiple layers which were individually analyzed to determine their asbestos content. Analysis of all samples collected was by PLM with dispersion staining. Results of the analysis are listed in the following tables:

| Suspect Materials Found TO Contain <1% Asbestos (ACCM) |                          |  |   |                          |
|--|--------------------------|--|---|--------------------------|
| Sample ID#'s   | Suspect Material         | Asbestos Content/Type                              | Location  | Total Estimated Quantity |
| 04B, 05A   | Drywall & Joint Compound | <1% Chrysotile (confirmed by point count analysis) | Found at walls and ceilings of Living Room and Bedroom #1 | 1,600 square feet        |

NOTE: Cal/OSHA regulates all materials containing greater than 0.1% asbestos. As a result, impact to materials identified as ACCM must be performed by properly asbestos trained personnel utilizing appropriate personal protection, work practices, as well as, properly constructed and demarcated work areas or containment's, in accordance with Cal/OSHA asbestos regulations.

| Suspect Materials Found NOT TO Contain Asbestos |                                      |                            |   |                      |
|---|--------------------------------------|----------------------------|---|----------------------|
| Sample ID#'s                                    | Suspect Material                     | EPA AHERA "Suspected" ACBM | Asbestos Content  | Location             |
| 01A   | Tan Sheet Vinyl Floor & Under Layers | Miscellaneous              | None Detected (Tan Sheet Vinyl)<br>None Detected (White Mastic)<br>None Detected (Orange Sheet Vinyl)<br>None Detected (Brown Mastic)<br>None Detected (Multi Color Sheet Vinyl)<br>None Detected (Red Mastic)<br>None Detected (Gray Sheet Vinyl)<br>None Detected (Gray Mastic) | Found in the Kitchen |

| <b>Suspect Materials Found NOT TO Contain Asbestos</b> |                                      |                                   |  |  |
|--|--------------------------------------|-----------------------------------|--|--|
| <b>Sample ID#s</b>                                     | <b>Suspect Material</b>              | <b>EPA AHERA "Suspected" ACBM</b> | <b>Asbestos Content</b>  | <b>Location</b>                          |
| 02A  | Red Sheet Vinyl Floor & Under Layers | Miscellaneous                     | None Detected (Red Sheet Vinyl)<br>None Detected (Brown Mastic)<br>None Detected (Green Sheet Vinyl)<br>None Detected (Brown Felt) | Found in Bedroom #1                      |
| 03A  | Brown Sheet Vinyl Floor              | Miscellaneous                     | None Detected (Brown Sheet Vinyl)<br>None Detected (Yellow Mastic)   | Found in Bathroom                        |
| 06A-C  | Knockdown Drywall Texture            | Surfacing                         | None Detected  | Found in Bedroom #1                      |
| 07A-B  | 12" Acoustic Ceiling Tiles           | Miscellaneous                     | None Detected  | Found in Bedrooms #2 & #3                |
| 08A-C  | Skim Coat on Drywall                 | Surfacing                         | None Detected  | Found in Living Room                     |
| 09A  | Drywall (no joint compound)          | Miscellaneous                     | None Detected (Drywall)<br>None Detected (Brown Wallpaper)   | Found in Kitchen                         |
| 10A  | Flue Pipe                            | Miscellaneous                     | None Detected  | Found in Kitchen                         |
| 11A-B  | Brown Roll Roof                      | Miscellaneous                     | None Detected  | Found on exterior walls                  |
| 12A  | Red Roll Roof                        | Miscellaneous                     | None Detected  | Found on dilapidated porch               |
| 13A  | White Roll Roof                      | Miscellaneous                     | None Detected  | Found on dilapidated porch               |
| 14A  | White Roll Roof                      | Miscellaneous                     | None Detected  | Found on low roof over kitchen           |
| 15A  | Black Roof Mastic                    | Miscellaneous                     | None Detected  | Found at base of brick chimney and vents |

US EPA AHERA uses three terms when determining the classification of a material for the purpose of sampling. These terms include miscellaneous, surfacing, and thermal system insulation (TSI).

Miscellaneous materials are building materials on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include surfacing material or TSI.



Surfacing materials are materials that are sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceiling and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.

TSI is material applied to pipes, fittings, boilers, breeching, tanks, ducts, or other structural components to prevent heat loss or gain, water condensation, or for other purposes.

The information provided in the tables of this report are for use by the Owner in determining where ACM or ACCM is located, and whether or not any future work may impact those materials. The information is also provided for use by any contractor who may perform work which impacts the materials listed in this report, and for use as appropriate by asbestos abatement contractors to provide costs related to work impacting ACM/ACCM.

Any building materials which are considered "suspect" for containing asbestos which have not been identified in this report must be assumed to contain asbestos in amounts >1% until properly investigated and/or tested.

Materials commonly excluded from being suspected for containing asbestos include, but are not limited to: unwrapped pink and yellow fiberglass insulating materials or products, foam insulation, bare concrete, wood, metal, plastic, or glass. All other types of building materials or coatings on the materials listed above are commonly listed as "suspect" and must be tested prior to impact by a Contractor. Work impacting these untested or newly discovered materials must cease until an investigation can be completed.

## **Asbestos Regulatory Requirements**

### US EPA

The property included in this survey report is located in Placer County. The California Air Resources Board (CARB) has been given authority for enforcement of the NESHAP regulations in this area.

A demolition is the wrecking, taking out, or burning of any load supporting structural member. A renovation is everything else. 10 day written notification to the US EPA Region IX and CARB is required prior to the performance of any demolition project regardless of asbestos being present or not. This notification would also apply to any renovation project which involves the wrecking, taking out, or burning of any load bearing structural member during a renovation as well.

The drywall and joint compound (ACCM) which has been confirmed to contain <1% asbestos is not regulated by the US EPA or CARB. Therefore, notification to these agencies is not required prior to removal of this material. However, 10 day notification to these agencies is required prior to demolition of the structure.

### Cal/OSHA

Disturbance of any ACM or ACCM could generate airborne asbestos fibers and would be regulated by Cal/OSHA. Cal/OSHA worker health and safety regulations apply during any disturbance of ACM or ACCM by a person while in the employ of another. This is true regardless of friability or quantity disturbed. Since it has been estimated more than 100 square feet of ACCM does exist and will be impacted during the upcoming project, a licensed asbestos contractor, certified by the State of California, and registered with Cal/OSHA is required to perform the asbestos related removal work. Entek recommends a licensed asbestos contractor be used to remove ACCM even if less than 100 square feet is being disturbed.

For compliance with Title 8, Section 341.9, the asbestos contractor must send written notice at least one day (24 hours) prior to start of any work which will impact any amount of asbestos to the local office for the State of California, Department of Occupational Safety and Health, and perform all work in accordance with Cal/OSHA requirements.

### **Lead Sampling Results**

Six bulk samples of paint from various surfaces were collected and submitted to Asbestech laboratory. These samples were subsequently analyzed by atomic absorption spectrometry (AAS). Results of the analysis are listed in the following tables:

| <b>Paints/Coatings/ Materials Determined to be Lead Based Paint (LBP)</b> |                           |  |
|---|---------------------------|--|
| <b>Paint Color</b>  | <b>Lead Content (ppm)</b> | <b>Component/Location</b>  |
| White Paint   | 190,000                   | Found on all original wood exterior siding and trim (covered with roofing materials) |
| Brown Paint   | 260,000                   | Found on all window frames and sills   |
| White Paint   | 32,000                    | Found on all interior wood walls and trim  |
| White Paint   | 65,000-79,000             | Found on all doors, door frames and trim   |

| <b>Paints/Coatings/Materials Determined NOT TO Contain Lead (At or Above the Reporting Limit of 50 ppm)</b> |   |
|---|---|
| <b>Paint/Coating Color or Material</b>  | <b>Building Component</b>   |
| White Paint   | Found on drywall systems associated with the Living Room and Bedroom #1 |

LBP - Materials/coatings/paints meeting the definition of lead-based paint as defined by the CDPH and the US EPA, currently defined as containing lead in concentrations equal to or greater than 1.0 mg/cm<sup>2</sup>, 5,000 ppm, or 0.5% by weight.

## Lead Regulatory Compliance

Any upcoming project which may result in the disturbance of lead containing products or surfaces, but is not intended to remediate a lead hazard or specifically designed to remove LBP to reduce or eliminate a known hazard, would be considered "lead related construction work".

Lead related construction work does not fit the classification of a "lead abatement project" under CDPH Title 17 regulations. "Abatement" is defined in Title 17, Division 1, Chapter 8, Article 1 as "any set of measures designed to reduce or eliminate lead hazards or LBP for public and residential buildings, but does not include containment or cleaning." A *lead hazard* is defined in Title 17, Division 1, Chapter 8, Article 1 as "deteriorated LBP, lead contaminated dust, lead contaminated soil, disturbing LBP or presumed LBP without containment, or any other nuisance which may result in persistent and quantifiable lead exposure."

*Lead related construction work* means any "construction, alteration, painting, demolition, salvage, renovation, repair, or maintenance of any residential or public building, including preparation and cleanup, that, by using or disturbing lead-containing material or soil, may result in significant exposure of adults or children to lead". (Title 17, California Code of Regulations, Division 1, Chapter 8, Article 1).

Currently, Cal/OSHA has not established a definition for LBP, nor have they established minimum concentrations where their regulations do not apply. Cal/OSHA regulates all construction activities involving materials containing lead, including LBP. These regulations are found in CCR, Title 8 Section 1532.1 (§1532.1) Lead in Construction.

Since Cal/OSHA has not established a concentration of lead in a product where their regulations do not apply, any disturbance to products containing lead come under the jurisdiction of Cal/OSHA and their regulations. Disturbance of paints/coatings or materials determined to be LBP may trigger a pre-work notification to Cal/OSHA if "trigger tasks" disturb 100 square feet or more of those paints/coatings or materials. Trigger tasks are described in Title 8 CCR 1532.1.

## Fluorescent Light Tubes and Polychlorinated Biphenyls (PCBs)

Fluorescent light tubes which contain mercury are considered a universal waste and must be packaged and recycled appropriately if they are removed from a building and not used again. The regulation, called the Universal Waste Rule, are in the California Code of Regulations (CCR), Title 22, Division 4.5, Chapter 23.

Fluorescent light tubes are the bulb or tube portion of an electric lighting device and are commonly referred to as "lamps". Examples of other common electric lamps considered to be universal wastes include, but are not limited to, high intensity discharge, neon, mercury vapor, high pressure sodium, and metal halide lamps. Any lamp which is not spent and has been designated to be reused is not classified as a waste and does not meet the requirements of a hazardous waste or a universal waste.

Spent lamps typically contain concentrations of mercury exceeding the established Total Threshold Limit Concentration (TTLC) and/or the Soluble Threshold Limit Concentration (STLC) values. Therefore, these lamps must be sent to an authorized recycle facility or to a universal waste consolidator for shipment to an authorized recycling facility.

At a minimum, if removed lamps will not be reused they must be packaged in boxes/packages/containers which are structurally sound, adequate to prevent breakage, and compatible with the content of the lamps. These packages must remain closed and be free of damage which could cause leakage under reasonably foreseeable conditions. Each container must be labeled or marked clearly with one of the following phrases: "Universal Waste Lamp(s)," or "Waste Lamp(s)," or "Used Lamp(s)." Entek recommends shipping any lamp not designated for reuse to a universal waste recycling facility once they have been packaged.

PCB containing light ballasts are to be considered a hazardous waste, and must be properly manifested for transport to a hazardous waste facility. Any contractor who may perform PCB related work (inspection, removal, clean-up) must be trained and qualified to do so. All workers must also follow current OSHA regulations including 29 CFR 1910.120 and 8 CCR 5192, as well as, other applicable federal, state, and local laws, and regulations. While light ballasts marked "No PCB" are not considered a hazardous waste, they are considered a universal waste. As a result, removal, packaging, and disposal/recycling of these types of ballasts must be conducted in accordance with current regulations of Title 22.

### **Thermostats With Mercury Switches**

It is possible existing thermostats may utilize switches containing mercury. The mercury in these switches would be considered a hazardous waste if removed and disposed. Any work requiring removal of thermostats containing mercury switches, must include having the switches inspected for the presence of mercury, and subsequently following all requirements for packaging and disposal of any switch found to contain mercury.

### **Freon and Fluorocarbons**

Freon and other fluorocarbon products associated with HVAC systems, refrigerators, etc. may be present in or on the exterior of the buildings included in this investigation. Prior to demolition of a structure or removal of existing HVAC systems, refrigerators, or any other type of equipment which typically uses these types of coolant products shall have the coolant materials investigated prior to their demolition and removed from the mechanical systems and recycled in accordance with Cal/EPA requirements.

### **Smoke Detectors Which May Contain a Radioactive Element**

It is possible existing smoke detectors may contain a radioactive element. These types of detectors are easily identified by reviewing the label which is usually found on the back of the detector. Older units may display the international radiation symbol (three bladed propeller) and the radioactive content. Newer units state the radioactive content and their Nuclear Regulatory Agency (NRC) license number.



Any work requiring the removal of smoke detectors with a radioactive element must include contacting the manufacturer of the smoke detector to determine their return policies. The California Department of Toxic Substance Control (DTSC) has stated that it is a condition of the manufacturers NRC license they must accept returned units for disposal.

### Limitations

Entek inspected all interior and exterior areas with the exception of the sub-floor crawl space which was inaccessible.

Entek did not perform any destructive sampling to look into ceiling and wall cavities. As a result, it may be possible for materials to be hidden in these areas which are not included in this report. Entek also did not employ any destructive measures on floors of interior spaces or exterior areas covered with asphalt, concrete, or dirt.

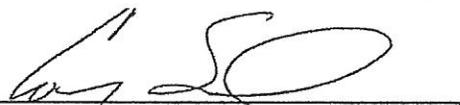
If any new materials not listed as having been sampled, or listed as assumed for containing asbestos in this report are discovered, the new material must be assumed to contain asbestos until properly inspected and tested for asbestos content.

Entek's policy is to retain a full copy of these written documents for three (3) years once the file is closed and final billed. At the end of the three (3) year period the written files will be destroyed without further notice. It is suggested copies of the file(s) are maintained as per the Owner's policy.

In an effort to help our environment, Entek has adopted a new policy of "going green" and will be providing only this electronic copy of the report and its attachments for your use. However, if you would like a hard copy of this report please do not hesitate to ask. Entek will be happy to mail the report upon receipt of your request.

Thank you for choosing Entek for your environmental needs. Please call me at (916) 632-6800 if you have any questions regarding this report.

Prepared by:

  
Cory Sanders  
Project Manager  
Cal/OSHA CAC #03-3332  
CDPH I/S/M Certification #15131

### Appendices

- A. Asbestos Related Documents
- B. Lead Related Documents
- C. Backup Documentation

Z:\Clients\City of Rocklin\13-2586 3720 Pine St., Asb & Pb Survey\Project Letters & Reports\Final Inspection Report 3-18-13.wpd



## **APPENDIX A**

### **ASBESTOS RELATED DOCUMENTS**

- Bulk Asbestos Analysis Reports From Asbestech
- Bulk Asbestos Material Analysis Request Forms for Entek
- Asbestos Bulk Sample Location Drawings

ASBESTECH  
 6825 Fair Oaks Blvd., Suite 103  
 Carmichael, California 95608  
 Tel.(916) 481-8902 Fax (916) 481-3975

**Client:**  
 Entek Consulting Group, Inc.  
 4200 Rocklin Rd., Suite 7  
 Rocklin, CA 95677

**Job:**  
 13-2586 City of Rocklin  
 3720 Pine Street  
 Rocklin, Ca

**BULK ASBESTOS ANALYSIS REPORT**

LAB JOB # 59048-1  
 Date/Time Collected: 3/14/13  
 Date Received: 3/14/13

NVLAP # 101442  
 DOHS # 1153  
 Date Analyzed: 3/15/13

| <u>Sample No.</u> | <u>Color/Description</u>          | <u>% Type Asbestos</u> | <u>Other Materials</u>             |
|-------------------|-----------------------------------|------------------------|------------------------------------|
| ECG-13-2586-01A   | Tan sheet vinyl floor, kitchen    | NONE DETECTED          | Vinyl<br>Cellulose                 |
|                   | White mastic                      | NONE DETECTED          | Calcite                            |
|                   | Orange sheet vinyl floor          | NONE DETECTED          | Cellulose<br>Opagues               |
|                   | Brown mastic                      | NONE DETECTED          | Synthetics                         |
|                   | Multicolor sheet vinyl floor      | NONE DETECTED          | Cellulose<br>Opagues<br>Tar Binder |
|                   | Red mastic                        | NONE DETECTED          | Synthetics                         |
|                   | Gray sheet vinyl floor            | NONE DETECTED          | Cellulose<br>Opagues<br>Tar Binder |
|                   | Gray mastic                       | NONE DETECTED          | Synthetics                         |
| 02A               | Red sheet vinyl floor, bedroom #1 | NONE DETECTED          | Cellulose<br>Opagues<br>Tar Binder |
|                   | Brown mastic                      | NONE DETECTED          | Synthetics                         |
|                   | Green/ white sheet vinyl floor    | NONE DETECTED          | Cellulose<br>Opagues<br>Tar Binder |
|                   | Brown felt                        | NONE DETECTED          | Cellulose                          |

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/16. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISIO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 66261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.

NVLAP

LABORATORY DIRECTOR: TOM CONLON

ANALYST: JIM JUNGLES



ASBESTECH  
 6825 Fair Oaks Blvd., Suite 103  
 Carmichael, California 95608  
 Tel.(916) 481-8902 Fax (916) 481-3975

**Client:**  
 Entek Consulting Group, Inc.  
 4200 Rocklin Rd., Suite 7  
 Rocklin, CA 95677

**Job:**  
 13-2586 City of Rocklin  
 3720 Pine Street  
 Rocklin, Ca

**BULK ASBESTOS ANALYSIS REPORT**

LAB JOB # 59048-2  
 Date/Time Collected: 3/14/13  
 Date Received: 3/14/13

NVLAP # 101442  
 DOHS # 1153  
 Date Analyzed: 3/15/13

| <u>Sample No.</u> | <u>Color/Description</u>                     | <u>% Type Asbestos</u> | <u>Other Materials</u>         |
|-------------------|--|------------------------|--------------------------------|
| ECG-13-2586-03A   | Brown sheet vinyl floor, bathroom            | NONE DETECTED          | Vinyl<br>Cellulose             |
|                   | Yellow mastic                                | NONE DETECTED          | Synthetics                     |
| 04A               | White drywall, living room at north wall     | NONE DETECTED          | Gypsum<br>Cellulose            |
|                   | White joint compound                         | NONE DETECTED          | Calcite                        |
| 04B               | White drywall, living room at SE corner wall | NONE DETECTED          | Gypsum<br>Cellulose            |
|                   | White joint compound 1                       | <1 CHRYSOTILE          | Calcite                        |
|                   | White joint compound 2                       | NONE DETECTED          | Calcite                        |
|                   | Composite                                    | <1 CHRYSOTILE          | Gypsum<br>Cellulose<br>Calcite |
| 05A               | White drywall, bedroom #1 at NE corner wall  | NONE DETECTED          | Gypsum<br>Cellulose            |
|                   | White joint compound 1                       | <1 CHRYSOTILE          | Calcite                        |
|                   | White joint compound 2                       | NONE DETECTED          | Calcite                        |
|                   | Composite                                    | <1 CHRYSOTILE          | Gypsum<br>Cellulose<br>Calcite |

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/9-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISIO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 6261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.

NVLAP

LABORATORY DIRECTOR: TOM CONLON

ANALYST: JIM JUNGLES

*Jim Jungles*

ASBESTECH  
 6825 Fair Oaks Blvd., Suite 103  
 Carmichael, California 95608  
 Tel.(916) 481-8902 Fax (916) 481-3975

**Client:**  
 Entek Consulting Group, Inc.  
 4200 Rocklin Rd., Suite 7  
 Rocklin, CA 95677

**Job:**  
 13-2586 City of Rocklin  
 3720 Pine Street  
 Rocklin, Ca

**BULK ASBESTOS ANALYSIS REPORT**

LAB JOB # 59048-3  
 Date/Time Collected: 3/14/13  
 Date Received: 3/14/13

NVLAP # 101442  
 DOHS # 1153  
 Date Analyzed: 3/15/13

| <u>Sample No.</u> | <u>Color/Description</u>                                     | <u>% Type Asbestos</u> | <u>Other Materials</u> |
|-------------------|--|------------------------|------------------------|
| ECG-13-2586-05B   | White drywall, bedroom #1 at NW corner wall                  | NONE DETECTED          | Gypsum<br>Cellulose    |
|                   | White joint compound 1                                       | NONE DETECTED          | Calcite                |
|                   | White joint compound 2                                       | NONE DETECTED          | Calcite                |
| 06A               | White knockdown texture on drywall, bedroom #1 at north wall | NONE DETECTED          | Calcite                |
| 06B               | White knockdown texture on drywall, bedroom #1 at south wall | NONE DETECTED          | Calcite                |
| 06C               | White knockdown texture on drywall, bedroom #1 at west wall  | NONE DETECTED          | Calcite                |
| 07A               | Brown/ white 12" acoustic ceiling tile (stapled), bedroom #2 | NONE DETECTED          | Cellulose              |
| 07B               | Brown/ white 12" acoustic ceiling tile (stapled), bedroom #3 | NONE DETECTED          | Cellulose              |
| 08A               | White skim coat on drywall, living room at north wall        | NONE DETECTED          | Opagues                |

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISIO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 66261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.

NVLAP

LABORATORY DIRECTOR: TOM CONLON

ANALYST: JIM JUNGLES



ASBESTECH  
 6825 Fair Oaks Blvd., Suite 103  
 Carmichael, California 95608  
 Tel.(916) 481-8902 Fax (916) 481-3975

**Client:**  
 Entek Consulting Group, Inc.  
 4200 Rocklin Rd., Suite 7  
 Rocklin, CA 95677

**Job:**  
 13-2586 City of Rocklin  
 3720 Pine Street  
 Rocklin, Ca

**BULK ASBESTOS ANALYSIS REPORT**

LAB JOB # 59048-4  
 Date/Time Collected: 3/14/13  
 Date Received: 3/14/13

NVLAP # 101442  
 DOHS # 1153  
 Date Analyzed: 3/15/13

| <u>Sample No.</u> | <u>Color/Description</u>   | <u>% Type Asbestos</u> | <u>Other Materials</u>  |
|-------------------|--|------------------------|-------------------------|
| ECCG-13-2586-08B  | White skim coat on drywall, living room at west wall                     | NONE DETECTED          | Opagues                 |
| 08C               | White skim coat on drywall, living room at south wall                    | NONE DETECTED          | Opagues                 |
| 09A               | White drywall (no joint compound), kitchen at south wall by refrigerator | NONE DETECTED          | Gypsum<br>Cellulose     |
|                   | Brown wallpaper  | NONE DETECTED          | Cellulose               |
| 10A               | Brown flue pipe, kitchen at upper west wall                              | NONE DETECTED          | Granular Mins.          |
| 11A               | Brown roll roofing, south exterior wall                                  | NONE DETECTED          | Tar Binder<br>Cellulose |
| 11B               | Brown roll roofing, north exterior wall                                  | NONE DETECTED          | Tar Binder<br>Cellulose |
|                   | Brown felt   | NONE DETECTED          | Cellulose               |
| 12A               | Red roll roofing, dilapidated porch roof (2nd layer)                     | NONE DETECTED          | Tar Binder<br>Cellulose |

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/16. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISIO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 60261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.

NVLAP

LABORATORY DIRECTOR: TOM CONLON

ANALYST: JIM JUNGLES



ASBESTECH  
6825 Fair Oaks Blvd., Suite 103  
Carmichael, California 95608  
Tel.(916) 481-8902 Fax (916) 481-3975

**Client:**  
Entek Consulting Group, Inc.  
4200 Rocklin Rd., Suite 7  
Rocklin, CA 95677

**Job:**  
13-2586 City of Rocklin  
3720 Pine Street  
Rocklin, Ca

### BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 59048-5  
Date/Time Collected: 3/14/13  
Date Received: 3/14/13

NVLAP # 101442  
DOHS # 1153  
Date Analyzed: 3/15/13

| <u>Sample No.</u>   | <u>Color/Description</u>                               | <u>% Type Asbestos</u> | <u>Other Materials</u>      |
|---------------------|--|------------------------|-----------------------------|
| ECG-13-2586-<br>13A | White roll roofing, dilapidated porch roof (top layer) | NONE DETECTED          | Tar Binder<br>Fibrous Glass |
|                     | Black felt   | NONE DETECTED          | Tar Binder<br>Cellulose     |
| 14A                 | White roll roofing, roof over kitchen                  | NONE DETECTED          | Tar Binder<br>Fibrous Glass |
|                     | Black felt   | NONE DETECTED          | Tar Binder<br>Cellulose     |
| 15A                 | Black roof mastic, base of brick chimney               | NONE DETECTED          | Tar Binder<br>Cellulose     |

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1% WITH THE PROVISION THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, C.C.R. SECTION 66261.24(a)(2)(A), THE MCL IS 1%. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.

NVLAP

LABORATORY DIRECTOR: TOM CONLON

ANALYST: JIM JUNGLES



ASBESTECH  
6825 Fair Oaks Blvd., Suite 103  
Carmichael, California 95608  
Tel.(916) 481-8902 Fax (916) 481-3975

**Client:**  
Entek Consulting Group, Inc.  
4200 Rocklin Rd., Suite 7  
Rocklin, CA 95677

**Job:**  
13-2586 City of Rocklin  
3720 Pine Street  
Rocklin, Ca

**BULK ASBESTOS ANALYSIS REPORT**

LAB JOB # 59059  
Date/Time Collected: 3/14/13  
Date Received: 3/14/13

NVLAP # 101442  
DOHS # 1153  
Date Analyzed: 3/18/13

| <u>Sample No.</u> | <u>Color/Description</u>   | <u>% Type Asbestos</u> | <u>Other Materials</u>         |
|-------------------|--|------------------------|--------------------------------|
| ECG-13-2586-04B   | White drywall/ joint compound composite, living room at SE corner wall | TRACE CHRYSOTILE       | Gypsum<br>Cellulose<br>Calcite |
| 05A               | White drywall/ joint compound composite, bedroom #1 at NE corner wall  | NONE DETECTED          | Gypsum<br>Cellulose<br>Calcite |

NOTE: These samples were analyzed by quantitative Point Counting using a Chalkley Point Array over 400 non-empty points.

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISIO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 66261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.

NVLAP

LABORATORY DIRECTOR: TOM CONLON

ANALYST: JIM JUNGLES





59048

**BULK ASBESTOS MATERIAL** Analysis Request Form for Entek Consulting Group, Inc.

4200 ROCKLIN ROAD, STE. 7  
ROCKLIN, CA 95677  
(916) 632-6800  
FAX (916) 632-6812

Date of Sampling: March 14, 2013

Lab: Asbestech

Job Number: 13-2586

Turnaround Time: Friday, 3/15/13 at 3pm

Client Name: City of Rocklin

Collected by: Cory Sanders

Site Address: 3720 Pine Street  
Rocklin, CA

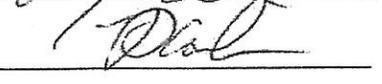
ANALYSIS REQUESTED: Asbestos by PLM with  
Dispersion Staining

Special Instruction: Stop Analysis upon first positive result (>1%) for sample in a series. Also stop analysis upon first positive result (>1%) in the joint compound for sample series. Please e-mail results as soon as available and include copy of submittal with those results.

| SAMPLE #        | MATERIAL DESCRIPTION/LOCATION                                 |
|-----------------|---|
| ECG-13-2586-01A | Tan Sheet Vinyl Floor w/ Under Layers/Kitchen                 |
| ECG-13-2586-02A | Red Sheet Vinyl Floor w/ Under Layers/Bedroom #1              |
| ECG-13-2586-03A | Brown Sheet Vinyl Floor/Bathroom                              |
| ECG-13-2586-04A | Drywall & Joint Compound/Living Room at North Wall            |
| ECG-13-2586-04B | Drywall & Joint Compound/Living Room at Southeast Corner Wall |
| ECG-13-2586-05A | Drywall & Joint Compound/Bedroom #1 at Northeast Corner Wall  |
| ECG-13-2586-05B | Drywall & Joint Compound/Bedroom #1 at Northwest Corner Wall  |
| ECG-13-2586-06A | Knockdown Texture on Drywall/Bedroom #1 at North Wall         |
| ECG-13-2586-06B | Knockdown Texture on Drywall/Bedroom #1 at South Wall         |
| ECG-13-2586-06C | Knockdown Texture on Drywall/Bedroom #1 at West Wall          |
| ECG-13-2586-07A | 12" Acoustic Ceiling Tile (stapled)/Bedroom #2                |
| ECG-13-2586-07B | 12" Acoustic Ceiling Tile (stapled)/Bedroom #3                |
| ECG-13-2586-08A | Skim Coat on Drywall/Living Room at North Wall                |
| ECG-13-2586-08B | Skim Coat on Drywall/Living Room at West Wall                 |
| ECG-13-2586-08C | Skim Coat on Drywall/Living Room at South Wall                |

Delivered by: 

Date: 3/14/13 Time: 12:45 pm

Received by: 

Date: 3/14/13 Time: 12:45 pm



59048

**BULK ASBESTOS MATERIAL** Analysis Request Form for Entek Consulting Group, Inc.

4200 ROCKLIN ROAD, STE. 7  
ROCKLIN, CA 95677  
(916) 632-6800  
FAX (916) 632-6812

Date of Sampling: March 14, 2013

Lab: Asbestech

Job Number: 13-2586

Turnaround Time: Friday, 3/15/13 at 3pm

Client Name: City of Rocklin

Collected by: Cory Sanders

Site Address: 3720 Pine Street  
Rocklin, CA

**ANALYSIS REQUESTED:** Asbestos by PLM with  
Dispersion Staining

**Special Instruction:** Stop Analysis upon first positive result (>1%) for sample in a series. Also stop analysis upon first positive result (>1%) in the joint compound for sample series. Please e-mail results as soon as available and include copy of submittal with those results.

| SAMPLE #        | MATERIAL DESCRIPTION/LOCATION  |
|-----------------|--|
| ECG-13-2586-09A | Drywall (no joint compound) & Wall Paper/Kitchen at South Wall by Refrigerator |
| ECG-13-2586-10A | Flue Pipe/Kitchen at Upper West Wall   |
| ECG-13-2586-11A | Roll Roofing/South Exterior Wall   |
| ECG-13-2586-11B | Roll Roofing/North Exterior Wall   |
| ECG-13-2586-12A | Roll Roofing/Dilapidated Porch Roof (2 <sup>nd</sup> Layer)                    |
| ECG-13-2586-13A | Roll Roofing/Dilapidated Porch Roof (top layer)                                |
| ECG-13-2586-14A | Roll Roofing/Roof over Kitchen   |
| ECG-13-2586-15A | Roof Mastic/Base of Brick Chimney  |

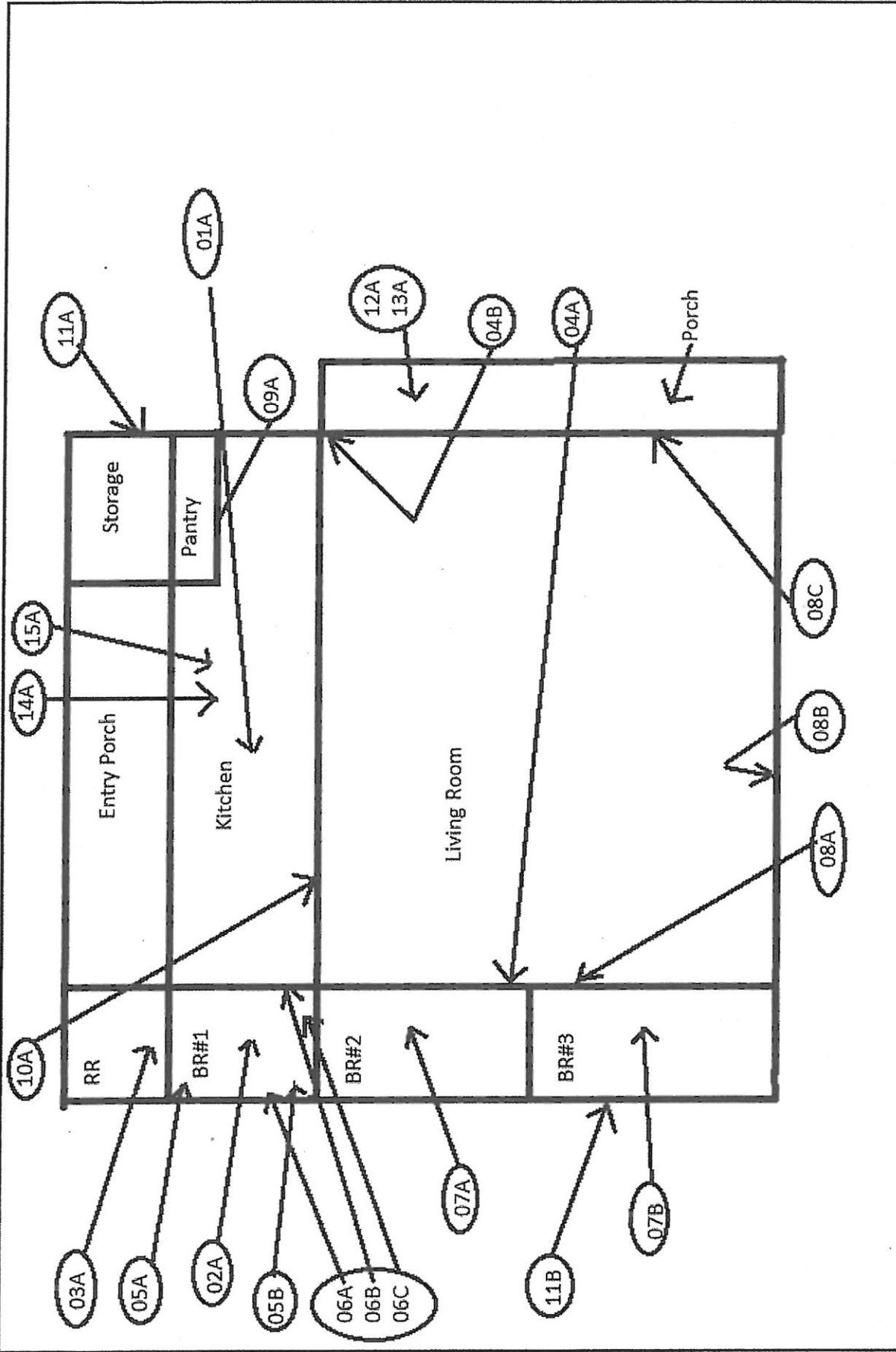
Z:\Clients\City of Rocklin\13-2586 3720 Pine St., Asb & Pb Survey\Bulk Sample Asb\Bulk Request 3-14-13.wpd

Delivered by: 

Date: 3/14/13 Time: 12:45 pm

Received by: 

Date: 3/14/13 Time: 12:45 pm



Approximate Locations of Samples for Asbestos  
 Collected By Cory Sanders, CAC  
 March 14, 2013  
 Map Not To Scale, For Reference Only

Entek Consulting Group, Inc.  
 4200 Rocklin Rd, Suite 7  
 Rocklin, CA 95677  
 Project No. 13-2586

City of Rocklin  
 "Private Residence"  
 3720 Pine Street  
 Rocklin, CA 95677



## **APPENDIX B**

### **LEAD RELATED DOCUMENTS**

- Lead in Paint Samples Analysis Reports From Asbestech
- Bulk Lead Material Analysis Request Forms for Entek
- Sample Location Drawing
- Lead Hazard Evaluation Report (CDPH 8552)

ASBESTECH  
 6825 Fair Oaks Blvd., Suite 103  
 Carmichael, California 95608  
 Tel (916) 481-8902  
 Fax (916) 481-3975

**FLAME ATOMIC ABSORPTION SPECTROMETRY**  
**LEAD (Pb) IN PAINT SAMPLES**  
**METHOD SW846-3050B-7420**

CLIENT:  
 Entek Consulting Group, Inc.  
 4200 Rocklin Rd., Suite 7  
 Rocklin, CA 95677

CDPH ELAP#1153  
 ELPAT#101801

JOB I.D.: 13-2586 City of Rocklin,  
 3720 Pine Street,  
 Rocklin, Ca

DATE RECEIVED: 3/14/13

DATE ANALYZED: 3/15/13

LAB JOB NO: 9534

DATE REPORTED: 3/15/13

| SAMPLE DATE | SAMPLE NUMBER    | DESCRIPTION  | PPM    | RESULT IN WT% | RL      | Q.C. BATCH |
|-------------|------------------|--|--------|---------------|---------|------------|
| 3/14/13     | ECG-13-2586-01Pb | White paint, north exterior wood siding beneath roofing            | 190000 | 19            | 0.0050% | 36         |
| 3/14/13     | ECG-13-2586-02Pb | Brown paint, north exterior window sill                            | 260000 | 26            | 0.0050% | 36         |
| 3/14/13     | ECG-13-2586-03Pb | White paint, interior wood wall at west side of kitchen            | 32000  | 3.2           | 0.0050% | 36         |
| 3/14/13     | ECG-13-2586-04Pb | White paint, interior wood door & frame, bedroom #3                | 65000  | 6.5           | 0.0050% | 36         |
| 3/14/13     | ECG-13-2586-05Pb | White paint, interior wood door & frame, south side of living room | 79000  | 7.9           | 0.0050% | 36         |
| 3/14/13     | ECG-13-2586-06Pb | White paint, interior drywall at east wall, living room            | <50    | <0.0050       | 0.0050% | 36         |

Analytical results and reports are generated at the request and for the exclusive use of the client. This report applies only to the items tested. Samples were not collected by ASBESTECH. This report must not be reproduced except in full, and only with the express permission of ASBESTECH. This report must not be used to claim product endorsement by any agency of the U.S. Government.

LABORATORY DIRECTOR: TOM CONLON

ANALYST: JIM JUNGLES





9534

BULK LEAD MATERIAL Analysis Request Form for **Entek Consulting Group, Inc.**

4200 ROCKLIN ROAD; SUITE 7  
ROCKLIN, CA 95677  
(916) 632-6800  
FAX (916) 632-6812

Date of Sampling: March 14, 2013

Lab: Asbestech

Job Number: 13-2586

Turnaround Time: Friday, 3/15/13 at 3pm

Client Name: City of Rocklin

Collected by: Cory Sanders

Site Address: 3720 Pine Street  
Rocklin, CA

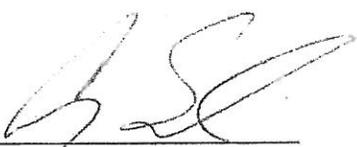
ANALYSIS REQUESTED: Lead by Atomic  
Absorption Spectrometry

Special Instruction: Please report result in PPM and % by weight. Please email results as soon as possible.

B 36

| SAMPLE #         | MATERIAL DESCRIPTION/LOCATION   |
|------------------|---|
| ECG-13-2586-01Pb | White Paint/North Exterior Wood Siding Beneath Roofing 190000/19            |
| ECG-13-2586-02Pb | Brown Paint/North Exterior Window Sill 250000/26                            |
| ECG-13-2586-03Pb | White Paint/Interior Wood Wall at West Side of Kitchen 32000/3.2            |
| ECG-13-2586-04Pb | White Paint/Interior Wood Door & Frame, Bedroom #3 65000/6.5                |
| ECG-13-2586-05Pb | White Paint/Interior Wood Door & Frame, South Side of Living Room 79000/7.9 |
| ECG-13-2586-06Pb | White Paint/Interior Drywall at East Wall Living Room ND                    |

Z:\Clients\City of Rocklin\13-2586 3720 Pine St., Asb & Pb Survey\Bulk Sample Pb\Bulk Request Pb 3-14-13.wpd

Delivered by: 

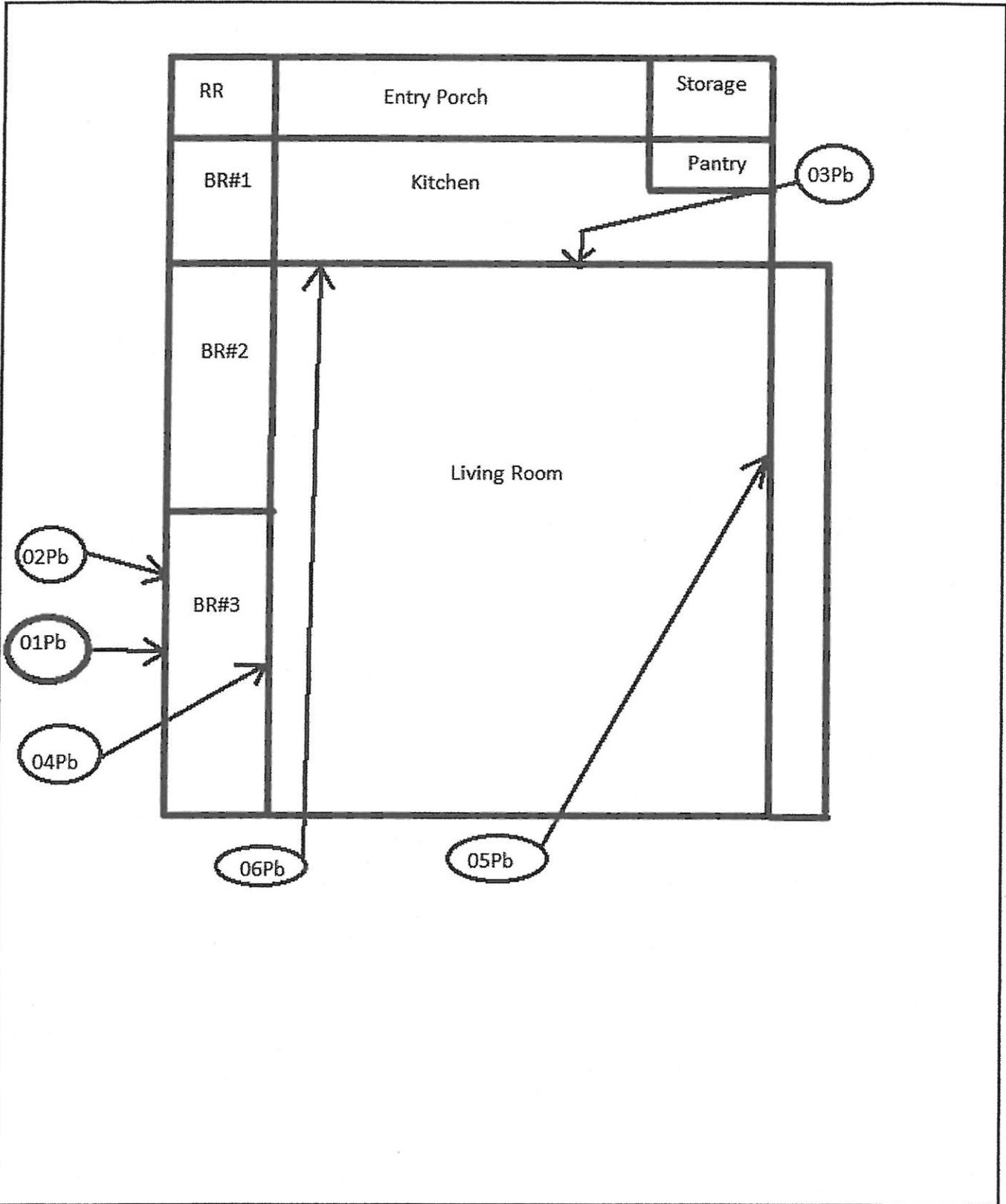
Date: 3/14/13

Time: 12:45 pm

Received by: 

Date: 3/14/13

Time: 12:45 PM



City of Rocklin  
 3720 Pine Street  
 Rocklin, California

Entek Consulting Group, Inc.  
 4200 Rocklin Road, Suite 7  
 Rocklin, California 95677  
 Map Not to Scale

Lead Bulk Sample Locations  
 Collected by Cory Sanders  
 on March 14, 2013  
 Project Number 13-2586

## LEAD HAZARD EVALUATION REPORT

**Section 1 – Date of Lead Hazard Evaluation** March 14, 2013

**Section 2—Type of Lead Hazard Evaluation** (Check one box only)

Lead Inspection       Risk Assessment       Clearance Inspection       Other (specify) See Attached Letter dated Dec. 1, 2008

**Section 3—Structure Where Lead Hazard Evaluation Was Conducted**

|  |   |                         |                          |
|--|---|-------------------------|--------------------------|
| Address [number, street, apartment (if applicable)]<br><b>3720 Pine Street</b> | City<br><b>Rocklin</b>  | County<br><b>Placer</b> | Zip Code<br><b>95677</b> |
| Construction date (year) of structure<br><b>1860's</b>                         | Type of structure (check one box only)<br><input type="checkbox"/> Multi-unit building <input type="checkbox"/> School or daycare <input type="checkbox"/> Single Family Dwelling<br><input checked="" type="checkbox"/> Other (specify) <u>Private Residence</u> |                         |                          |

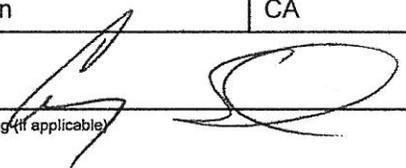
**Section 4—Owner of Structure** (If business/agency, list contact person)

|  |   |                    |                          |
|--|---|--------------------|--------------------------|
| Name<br><b>City of Rocklin</b>   | Telephone Number<br><b>(916) 625-5231</b> |                    |                          |
| Address [number, street, apartment (if applicable)]<br><b>3720 Pine Street</b> | City<br><b>Placer</b>                     | State<br><b>CA</b> | Zip Code<br><b>95677</b> |

**Section 5—Results of Lead Hazard Evaluation** (Check all that apply)

No lead-based paint detected.       Lead-based paint detected.  
 No lead hazards detected.       Lead hazards detected.

**Section 6—Individual Conducting Lead Hazard Evaluation**

|  |   |                    |                          |
|--|---|--------------------|--------------------------|
| Name<br><b>Entek Consulting Group, Inc. - Cory Sanders</b>   | Telephone Number<br><b>(916) 632-6800</b>   |                    |                          |
| Address [number, street, apartment (if applicable)]<br><b>4200 Rocklin Road, Suite 7</b>                                 | City<br><b>Rocklin</b>  | State<br><b>CA</b> | Zip Code<br><b>95677</b> |
| CDPH certification number<br><b>15131</b>  | Signature<br> |                    | Date<br><b>3-18-13</b>   |
| Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)<br><b>N/A</b> |   |                    |                          |

**Section 7—Attachments**

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, indicating laboratory name, address, and phone number.

First copy and attachments retained by inspector

Second copy and attachments retained by owner

Third copy only (no attachments) mailed to:

California Department of Public Health  
 Childhood Lead Poisoning Prevention Branch Reports  
 850 Marina Bay Parkway, Building P, Third Floor  
 Richmond, CA 94804-6403  
 FAX: (510) 622-5656



## **APPENDIX C**

### **BACK UP DOCUMENTATION**

- Inspector Accreditations and Certifications
- Laboratory Accreditations for Asbestos and Lead Analysis

State of California  
Division of Occupational Safety and Health  
Certified Asbestos Consultant

**Cory R Sanders**



Name

Certification No. 03-3332

Expires on 04/23/13

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

State of California Department of Public Health

Lead-Related  
Construction  
Certificate

Certificate  
Type

Expiration  
Date

Inspector/Assessor 03/02/2013

Project Monitor 03/02/2013



Cory R. Sanders ID: 15131



National Voluntary  
Laboratory Accreditation Program



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

ASBESTECH

6825 Fair Oaks Blvd., Suite 103

Carmichael, CA 95608

Mr. Tommy Conlon

Phone: 916-481-8902 Fax: 916-481-3975

E-Mail: [asbestech@sbcglobal.net](mailto:asbestech@sbcglobal.net)

URL: <http://www.asbestechlab.com>

BULK ASBESTOS FIBER ANALYSIS (PLM)

NVLAP LAB CODE 101442-0

*NVLAP Code*    *Designation / Description*

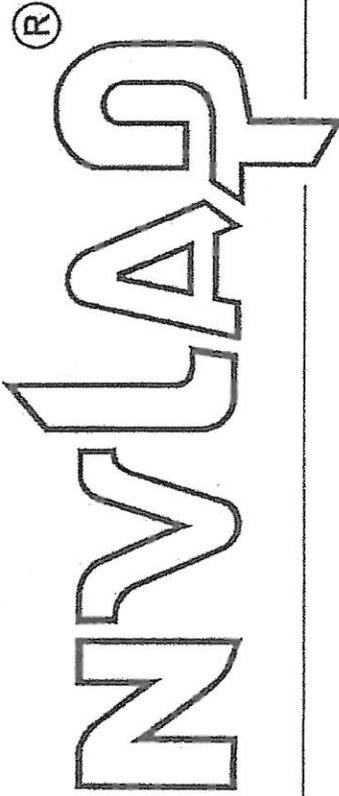
|        |  |
|--------|--|
| 18/A01 | EPA-600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples |
|--------|--|

2012-07-01 through 2013-06-30

*Effective dates*

*For the National Institute of Standards and Technology*

United States Department of Commerce  
National Institute of Standards and Technology



---

## Certificate of Accreditation to ISO/IEC 17025:2005

---

NVLAP LAB CODE: 101442-0

**ASBESTECH**  
Carmichael, CA

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:

### **BULK ASBESTOS FIBER ANALYSIS**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-IAC-IAF Communiqué dated January 2009).*

2012-07-01 through 2013-06-30

Effective dates



A handwritten signature in black ink, appearing to read "Michael R. M. L. D.".

For the National Institute of Standards and Technology



CALIFORNIA STATE

ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM BRANCH

**CERTIFICATE OF ENVIRONMENTAL ACCREDITATION**

Is hereby granted to

**Asbestech**

6825 Fair Oaks Boulevard, Suite 103  
Carmichael, CA 95608

Scope of the certificate is limited to the  
"Fields of Testing"  
which accompany this Certificate.

Continued accredited status depends on successful completion of on-site,  
proficiency testing studies, and payment of applicable fees.

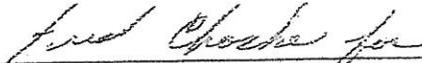
This Certificate is granted in accordance with provisions of  
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: 1153

Expiration Date: 03/31/2014

Effective Date: 04/01/2012

Richmond, California  
subject to forfeiture or revocation

  
\_\_\_\_\_  
George C. Kulasingam, Ph.D., Chief  
Environmental Laboratory Accreditation Program Branch



CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM  
Accredited Fields of Testing



Asbestech  
6825 Fair Oaks Boulevard, Suite 103  
Carmichael, CA 95608  
Phone: (916) 481-8902

Certificate No.: 1153  
Renew Date: 3/31/2014

Field of Testing: 114 - Inorganic Chemistry of Hazardous Waste

114.130 001 Lead EPA 7420

Field of Testing: 115 - Extraction Test of Hazardous Waste

115.021 001 TCLP Inorganics EPA 1311

115.030 001 Waste Extraction Test (WET) CCR Chapter 11, Article 5, Appendix II

Field of Testing: 121 - Bulk Asbestos Analysis of Hazardous Waste

121.010 001 Bulk Asbestos EPA 600/M4-82-020

## Environmental Lead Proficiency Analytical Testing Results

This document contains three sub-reports relating to ELPAT Round 82. The first report contains your organization's results listed per contaminant, per sample. The second report contains your past proficiency data for 2 and 4 rounds respectively (where applicable), and the final report contains summary results for all participants for ELPAT round 82.

### Testing Results for ELPAT Round 82

This part of your report contains your organization's results listed per contaminant, per sample.

| Contaminant | Units | # | Result | Reference Value | Lower Limit | Upper Limit | z-Score | Rating |
|-------------|-------|---|--------|-----------------|-------------|-------------|---------|--------|
| Paint Chips | %     | 1 | 0.0675 | 0.0586          | 0.0463      | 0.0708      | 2.2     | A      |
|             | %     | 2 | 3.7300 | 3.8801          | 3.1853      | 4.5749      | -0.6    | A      |
|             | %     | 3 | 0.7540 | 0.7877          | 0.6508      | 0.9245      | -0.7    | A      |
|             | %     | 4 | 2.1700 | 2.0532          | 1.6827      | 2.4238      | 0.9     | A      |
| Soil        | mg/kg | 1 | 151.0  | 152.1           | 125.7       | 178.5       | -0.1    | A      |
|             | mg/kg | 2 | 319.0  | 330.8           | 278.1       | 383.5       | -0.7    | A      |
|             | mg/kg | 3 | 58.6   | 55.5            | 41.1        | 69.9        | 0.6     | A      |
|             | mg/kg | 4 | 214.0  | 192.4           | 153.9       | 230.9       | 1.7     | A      |

**Please note:**

Reference value is the mean of the results of the reference group

Lower limit: reference value - 3 standard deviations

Upper limit: reference value + 3 standard deviations

A – Acceptable\* Analysis; U – Unacceptable Analysis

Z – Score = (reported result - reference value)/standard deviation

Both the assigned values and acceptance limits are based on consensus of the reference group.

\*The acceptability of reported results is based on upper and lower performance limits.

Any non-participation or non-reporting of PAT data will result in unacceptable results (See PAT Programs Participation Policies, Section 2.1.6.2.)

**P.W. STEPHENS ENVIRONMENTAL, INC.**

**ASBESTOS · LEAD · MOLD REMEDIATION**



**RESIDENTIAL / COMMERCIAL**

15201 Pipeline Lane Suite B  
Huntington Beach, CA. 92649  
(714)892-2028  
www.pwsei.com  
Fed Tax ID # 26-2908551

**INVOICE**

**DATE: 4/18/2013**

**JOB NAME:** CITY OF ROCKLIN  
3720 PINE STREET  
ROCKLIN, CA 95677

|            |          |          |
|------------|----------|----------|
| INVOICE #: | 47-01389 |          |
| JOB #:     | 47-01105 |          |
| SALESMAN:  | BI       | TYPE: AL |

**CUSTOMER:** CITY OF ROCKLIN  
4801 ALVIS COURT  
  
ROCKLIN, CA 95677

CLAIM #: N/A

JOB SCOPE: SEE ATTACHED SCOPE OF WORK.

**ORIGINAL CONTRACT AMOUNT**

|              |                    |
|--------------|--------------------|
| ASBESTOS     | 17,900.00          |
| <b>TOTAL</b> | <b>\$17,900.00</b> |

Interest at the rate of .83% per month will be charged on all past due accounts. In the event of failure to pay any of the amount due on this invoice, all collection costs and/or attorney's fees in the collection of any such amount will be paid by the customer.

APR 22 2013  
KZ

**P.W.S.E.I.**

**JOB NAME: CITY OF ROCKLIN**

|                  |             |                 |                    |
|------------------|-------------|-----------------|--------------------|
| <b>INVOICE #</b> | <b>DATE</b> | <b>TOTAL \$</b> | <b>BALANCE DUE</b> |
| 47-01389         | 4/18/2013   | \$ 17,900.00    | \$ 17,900.00       |

**PLEASE PAY THIS AMOUNT**

**\$17,900.00**

**PAYMENT OPTIONS**

VISA OR M/C \_\_\_\_\_  
 EXP DATE \_\_\_\_\_ CCV \_\_\_\_\_  
 NAME AS SHOWN ON CREDIT CARD \_\_\_\_\_  
 CREDIT CARD BILLING ADDRESS \_\_\_\_\_  
 CITY, ST, ZIP \_\_\_\_\_  
 AUTHORIZED SIGNATURE \_\_\_\_\_

*DETACH AND RETURN  
THIS STUB WITH YOUR REMITTANCE*

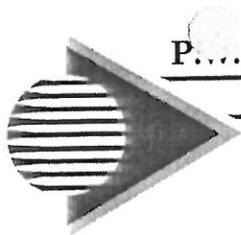
MAIL PAYMENT TO:

P.W. STEPHENS ENVIRONMENTAL, INC.  
15201 PIPELINE LANE, UNIT B  
HUNTINGTON BEACH, CA 92649

**ORIGINAL**

**JOB #**

**47-01105**



**P.W. STEPHENS ENVIRONMENTAL, INC.**

ASBESTOS • LEAD • MOLD REMEDIATION • DUCT CLEANING

RESIDENTIAL / COMMERCIAL

3/29/13

City of Rocklin  
3720 Pine Street  
Rocklin, CA 95677

Bill: Glissman Excavating  
P.O. Box 210  
Loomis, CA 95650  
Attn: Tim Glissman

Claim #

(916) 652-3567 Ph.  
(916) 257-8280 Cell

Re: Asbestos & Lead Abatement

Dear Mr. Glissman,

We are pleased to submit our proposal for work located at the above address. The purpose of this document is to define the scope of work and pricing structure and to identify any conditions that would require coordination in order to complete your project in a safe and timely manner.

The pricing schedule and work terms included in this bid proposal are effective for 60 days from today.

As part of our standard operating procedures, P.W. Stephens Environmental, Inc. provides a number of protective measures that may not be available from other contractors. Among these are:

- Five million dollars of True Occurrence General Liability insurance.
- An independent in-house Project Quality Inspection Program that insures adherence to stringent quality control requirements.
- Licensed patent usage of the GPAC negative air filtration system.

This project requires a notification period to various regulatory agencies. Please plan accordingly to eliminate possible coordination problems.

We hope this proposal meets your approval and look forward to working with you. I will follow-up to discuss the status of your project. If you have any questions, please call.

Respectfully,

*Bill Iannaccone*

Bill Iannaccone  
Sales Estimator

This proposal includes supplying all labor, material, equipment, personal air monitoring, permits and fees associated with the removal of the following asbestos, mold or lead containing materials.

| Area  | SCOPE OF WORK  | Quantity          | Total        |
|---|--|-------------------|--------------|
|   | Set up and contain work area with plastic sheeting to prevent dispersion of dust and debris during remediation process. Includes mobilization, decontamination chambers, hot and cold water for showers, zippers, duct tape, 4 mil plastic, signs, barricades and equipment.   |                   |              |
| Living Room<br>Bedrooms<br>Kitchen<br>Restroom<br>Pantry<br>Storage room<br>Entry Way | <ul style="list-style-type: none"> <li>• Removal and disposal of approx. 1,600 square feet of asbestos drywall ceilings and walls, insulation and contaminated debris down to studs excluding nails.</li> <li>• Removal of all associated materials such as appliances, fixtures, toilets, tubs, sinks, counters, vanities etc. and leave on site for demolition crews to dispose.</li> <li>• Removal and disposal of asbestos transite flue.</li> <li>• All debris removed to access abatement materials to be left on site for others to dispose.</li> </ul>   | 2,800 SF          | \$ 4,400.00  |
| Interior/Exterior   | <ul style="list-style-type: none"> <li>• Removal and disposal as general construction debris all accessible painted window trim, sashes, windows, sills, frames from interior and exterior windows.</li> <li>• Removal and disposal as general construction debris of all painted doors, trim, thresholds, frames, paneling, eaves, siding with paint as intact lead painted construction debris.</li> <li>• Gutters &amp; downspouts to be removed and left on site for others to dispose unless painted.</li> </ul>  | 800 LF<br>2,000SF | \$ 10,200.00 |
|   | <ul style="list-style-type: none"> <li>• All work to be performed under private wage rates.</li> <li>• All work to be performed per industry standards since no specifications, drawings or general conditions have been provided to P.W. Stephens at the time of bid.</li> <li>• Any additional requirements with change of scope or additional cost will require a change order before work can proceed.</li> <li>• All general conditions (toilets, power, water, fencing, security, etc.) to be provided by general contractor or owner.</li> <li>• All access provided by general contractor or owner.</li> <li>• All lifts, scaffolding excluded.</li> <li>• All electrical, plumbing, gas and associated shutdowns and lock outs to be by the general contractor or owner.</li> <li>• No lead soil work, painted, pipes, conduit, electrical, sewage, etc. or mold work included.</li> <li>• Lead soil sample to be provided prior to start of work for baselines of existing conditions.</li> <li>• No pre/post blood level testing of workers included in price.</li> <li>• No PCB's, mercury tubes or other hazardous material removal included.</li> <li>• No work in attic or crawlspace included.</li> <li>• No work at any other areas at the site or materials hidden under siding, roofing etc.</li> </ul> |                   |              |

Please Initial

|                                     |                                  |  |             |
|-------------------------------------|----------------------------------|--|-------------|
|                                     |                                  |  |             |
|                                     | Waste Characterization/Profiling |  | \$ 1,000.00 |
|                                     | Waste Disposal                   |  | \$ 2,100.00 |
|                                     | Air Clearances                   |  | Excluded    |
| <b>Permits and Fees</b>             | Notifications and Permit Fees    |  | Included    |
| <b>QUOTATION TOTAL: \$17,900.00</b> |                                  |  |             |

All taxes, insurance, permits and fees are included. However, The State Board of Equalization may assess the facility owner hazardous waste tax, California Super fund Fee and annual generator fee.

Recent lead laws require that any pre 1978 structure where lead paint will be disturbed must have the paint tested or presume that it is positive. P.W. Stephens Environmental, Inc. (P.W.S.E.I.) strongly recommends that these painted surfaces be tested for lead content prior to performing work. If P.W.S.E.I. has not been provided with lead testing results, we will assume all painted surfaces to be lead containing. P.W.S.E.I. will profile and characterize these materials for the proper handling and disposal.

Pending the results of the lead profile and characterization, additional disposal costs may be charged at a price to be determined.

### General Items

1. Due to pre-existing conditions in home P.W. Stephens Environmental, Inc. is not responsible for contamination of dwelling or contents in surrounding areas of home.
2. Removal of inaccessible asbestos, mold or lead containing materials is not covered in estimate. Additional charges will apply if materials have to be removed to uncover asbestos, mold or lead containing products.
3. Plumbing supply lines may be faulty and may need to be replaced. This cost is not covered in the removal estimate.
4. Doors, lights, ceiling fans, curtains and other items may need to be removed by P.W. Stephens Environmental, Inc. to perform abatement work. P.W. Stephens Environmental, Inc. will not re-install these items.
5. Contents and appliances need to be removed from work area prior to abatement. Additional costs will be applied if contents need to be removed, unless otherwise stated in the Scope of Work in this contract.
6. P.W. Stephens Environmental, Inc. is not responsible for damages of contents or personal items left in work area and or moved out of work area by P.W. Stephens Environmental, Inc. employees, unless the moving of these items is included in the Scope of Work of this contract.
7. Due to odors caused by chemicals for mastic removal, the areas will be razor scraped to remove majority of mastic but residual mastic will be left after scraping and will be sealed with an E.P.A. approved encapsulant.
8. Electrical wiring, telephone wiring, security wires and plumbing inside wall cavities may be damaged as a result of remediation activities. Repairs to these items are not the responsibility of P.W. Stephens Environmental, Inc. and should be thoroughly checked by a licensed contractor before drywall is reinstalled.
9. Clearance testing is not included unless otherwise stated in the Scope of Work of this contract. Testing should be performed by an Independent Laboratory hired directly by the owner of the property or the owner's representative.
10. Doors, door casings, windows, window sills, baseboards, cabinets, walls, wallpaper and paneling may be damaged as a result of containment installation. These surfaces may or may not contain lead based paint. Please make arrangements with contractor for additional cost of repairs. This cost is not covered by P.W. Stephens Environmental, Inc.

By initialing here, I acknowledge that I have read and agree to the terms listed in items 1-10 above.

\_\_\_\_\_  
Please Initial

### Personal Property and Content Waiver

\_\_\_\_\_  
Please Initial

# CERTIFICATE of COMPLETION

This is to certify that the asbestos/lead removal project has been completed at  
3720 PINE STREET  
ROCKLIN, CA 95677

## Scope of Work

SEE ATTACHED SCOPE OF WORK.

Date: April 18, 2013

Job Name: CITY OF ROCKLIN

Addy Mkawasi  
Company Representative

Job Number: 47-01105

**P. W. Stephens Environmental, Inc.**  
Huntington Beach - San Diego - Fremont - Sacramento  
800-750-7733



**P.W. STEPHENS ENVIRONMENTAL, INC.**

**ASBESTOS · LEAD · MOLD REMEDIATION**

**RESIDENTIAL / COMMERCIAL**

15201 Pipeline Lane Suite B  
 Huntington Beach, CA. 92649  
 (714)892-2028  
 www.pwsei.com  
 Fed Tax ID # 26-2908551

**INVOICE**

**DATE: 4/18/2013**

**JOB NAME:** CITY OF ROCKLIN  
 3720 PINE STREET  
 ROCKLIN, CA 95677

|            |          |          |
|------------|----------|----------|
| INVOICE #: | 47-01390 |          |
| JOB #:     | 47-01105 |          |
| SALESMAN:  | BI       | TYPE: AL |

**CUSTOMER:** CITY OF ROCKLIN  
 4801 ALVIS COURT  
 ROCKLIN, CA 95677

CLAIM #: N/A

JOB SCOPE: SEE ATTACHED SCOPE OF WORK.

**ORIGINAL CONTRACT AMOUNT**

|              |                   |
|--------------|-------------------|
| ASBESTOS     | 1,000.00          |
| <b>TOTAL</b> | <b>\$1,000.00</b> |

Interest at the rate of .83% per month will be charged on all past due accounts. In the event of failure to pay any of the amount due on this invoice, all collection costs and/or attorney's fees in the collection of any such amount will be paid by the customer.

RECEIVED  
 APR 22 2013  
 KC

**P.W.S.E.I.**

**JOB NAME: CITY OF ROCKLIN**

|                  |
|------------------|
| <b>INVOICE #</b> |
| 47-01390         |

|             |
|-------------|
| <b>DATE</b> |
| 4/18/2013   |

|                 |
|-----------------|
| <b>TOTAL \$</b> |
| \$ 1,000.00     |

|                    |
|--------------------|
| <b>BALANCE DUE</b> |
| \$ 1,000.00        |

**PLEASE PAY THIS AMOUNT**

**\$1,000.00**

|              |
|--------------|
| <b>JOB #</b> |
| 47-01105     |

**PAYMENT OPTIONS**

VISA OR M/C \_\_\_\_\_

EXP DATE \_\_\_\_\_ CCV \_\_\_\_\_

NAME AS SHOWN ON CREDIT CARD \_\_\_\_\_

CREDIT CARD BILLING ADDRESS \_\_\_\_\_

CITY, ST, ZIP \_\_\_\_\_

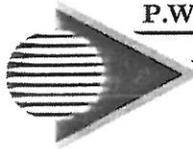
AUTHORIZED SIGNATURE \_\_\_\_\_

DETACH AND RETURN  
 THIS STUB WITH YOUR REMITTANCE

MAIL PAYMENT TO:

P.W. STEPHENS ENVIRONMENTAL, INC.  
 15201 PIPELINE LANE, UNIT B  
 HUNTINGTON BEACH, CA 92649

**ORIGINAL**



**P.W. STEPHENS ENVIRONMENTAL, INC.**

ASBESTOS • LEAD • MOLD REMEDIATION • DUCT CLEANING

RESIDENTIAL / COMMERCIAL

**FIELD CHANGE ORDER AUTHORIZATION**

Customer: GLISSMAN EXCAVATING  
P.O. BOX 210  
LOOMIS, CA 95650

Project: CITY OF ROCKLIN  
3720 PINE STREET  
ROCKLIN, CA 95677

Job Number: 47-01105

Date: 4/11/2013

Type of change or (Check all applicable boxes)

- Increase scope of work
- Decrease scope of work
- Increase time required
- Decrease time required
- Other:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Describe Scope of change:**

SEAL EXPOSED WOOD SIDING, FRAMING AND PAINTED SURFACES WITH FOSTERS 32-32 BRIDGING  
ENCAPSULANT.

**Describe reason for change:**

MATERIAL DISCOVERED BEHIND WALLS/CEILING AND IS BEING ENCAPSULATED PER CITY OF  
ROCKLINS REQUEST.

**Type of change order:**

- Lump sum \$1,000.00
- Time & Material
- Unit Price
- Subcontractor
- No Charge

This form is to be used only in an emergency where the time required for preparation and execution of a formal change order would result in the delay or stoppage of work. A change order will replace this field order as soon as possible.

The undersigned understands that P.W. Stephens Contractors, Inc. is to furnish the necessary labor, materials and equipment to perform the above outlined scope of change to the customer's specifications. The undersigned hereby authorizes the work to be done and agrees to pay any additional charges set forth as the result of the change order.

**FOR THE CUSTOMER**

Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR P.W. STEPHENS ENVIRONMENTAL, INC.**

Authorized by: BILL IANNACCONE Date: 4/11/2013

# CERTIFICATE of COMPLETION

This is to certify that the asbestos/lead removal project has been completed at  
3720 PINE STREET  
ROCKLIN, CA 95677

## Scope of Work

SEE ATTACHED SCOPE OF WORK.

Date: April 18, 2013

Job Name: CITY OF ROCKLIN

Addy Mkawasi  
Company Representative

Job Number: 47-01105

**P. W. Stephens Environmental, Inc.**  
Huntington Beach - San Diego - Fremont - Sacramento  
800-750-7733

AGENCY RESOLUTION NO. 2002-207

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN APPROVING AND DIRECTING THE EXECUTIVE DIRECTOR TO OPEN ESCROW AND EXECUTE A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE OF THE VIVILACQUA PROPERTY (Pacific Street /APN's 010-121-001, 010-121-002, 010-121-004, and 010-121-005)

The Redevelopment Agency of the City of Rocklin does resolve as follows:

Section 1. The Redevelopment Agency of the City of Rocklin hereby approves and directs the Executive Director to finalize negotiations and execute an agreement for the purchase of the Vivilacqua Property between the Redevelopment Agency of the City of Rocklin and John Vivilacqua and Jill Vivilacqua in substantially the form of Exhibit A, attached hereto and by this reference incorporated herein, and to execute all other necessary and related documents required to complete and close the escrow for purchase.

Section 2. Upon satisfaction of all terms and conditions of the purchase and sale agreement and the close of escrow, the Redevelopment Agency of the City of Rocklin hereby accepts the grant deed and authorizes the Executive Director to execute a Certificate of Acceptance and authorizes the Agency Clerk to have the grant deed vesting title in the Redevelopment Agency of the City of Rocklin, and all other necessary and related documents recorded in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 27th day of August, 2002, by the following roll call vote:

- AYES: Agency Members: Lund, Magnuson, Hill, Storey, Yorde
- NOES: Agency Members: None
- ABSENT: Agency Members: None
- ABSTAIN: Agency Members: None

  
Ken Yorde, Chairman

ATTEST:

  
Secretary  
E:\clerk\reso\Vivilacqua Pacific St ps agmt.doc

**PURCHASE AND SALE AGREEMENT  
REDEVELOPMENT AGENCY OF THE  
CITY OF ROCKLIN  
(Vivilacqua Property)**

This Agreement of Purchase and Sale ("Agreement"), dated for reference purposes only August 27, 2002, is entered into by and between the Redevelopment Agency of the City of Rocklin ("Agency") and the John F. Vivilacqua and Phyllis J. Vivilacqua Trust ("Seller").

**RECITALS**

A. Seller is the owner of approximately 1.8 acres of real property (the "Property") in the City of Rocklin, County of Placer, California, which is located at Pacific Street, between Oak and Pine Streets, Rocklin, California, and is more fully described on Exhibit 1, which is attached hereto and incorporated herein by this reference.

B. Seller desires to sell to Agency, and Agency desires to purchase from Seller the Property and Seller desires to sell and convey the Property and all rights appurtenant thereto, on the terms and conditions in this Agreement.

C. Agency desires to purchase this Property for future redevelopment consistent with the Redevelopment Plan of the City of Rocklin.

**Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:**

**AGREEMENT**

**Section 1. Purchase and Sale.**

Subject to all of the terms and conditions set forth in this Agreement, Seller shall sell to Agency, and Agency shall purchase from Seller, all of Seller's right, title and interest in and to the Property, inclusive of any and all improvements and fixtures now or hereafter

thereon, water, air and mineral rights and interests, rights, privileges and easements appurtenant thereto.

**Section 2. Purchase Price.**

Seller shall convey the Property by Grant Deed to Agency for valuable consideration in the amount of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) which shall be payable as follows:

- A. Within ten (10) business days after the full execution of this Agreement by both parties, Agency shall deposit with Escrow Agent the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) as earnest money ("Deposit"), which shall be held in an interest bearing account with all interest credited to Agency, and applied in accordance with the terms of this Agreement.
- B. On or before the Closing Date, Agency shall deposit with Escrow Agent the balance of the Purchase Price in cash or in immediately available funds.

**Section 3. Escrow.**

- A. This sale shall be consummated through an escrow established with First American Title Insurance Company, 2200-A Douglas Blvd., Suite 120, Roseville, California 95661 or such other qualified title and escrow company mutually agreed upon by the parties.
- B. Agency and Seller shall promptly, upon request, execute escrow instructions prepared by escrow holder which shall incorporate the terms of and be consistent with this Agreement, and be in form and substance reasonably satisfactory to Agency and Seller. Each party shall provide the escrow holder with such other information, documents, and instruments as the escrow holder may reasonably require to enable it to close the transaction on the closing date. All monies deposited in escrow shall be disbursed consistent with the rights of any holders of beneficial interest in the Property, as determined by the escrow officer. If there is any inconsistency between the terms of this Agreement and the escrow instructions, the terms of this Agreement shall prevail and control.

**Section 4. Close of Escrow.**

The closing date for escrow shall be not later than 20 days following the expiration of Agency's right to approve of the On-Site Inspection discussed in section 6.B. below. Escrow shall be considered closed when the Grant Deed to the Property is recorded. On close of escrow, title to the Property and all improvements shall vest in the Redevelopment Agency of the City of Rocklin, a municipal corporation.

**Section 5. Conveyance of Title; Title Insurance.**

- A. Seller shall by Grant Deed convey to Agency a fee simple interest free and clear of all title defects, liens, encumbrances, deeds of trust, mortgages, real property taxes, and assessments, except as expressly approved by Agency under Paragraph 6, below.
- B. Agency shall procure a standard California Land Title Association Standard Policy of title insurance, dated as of close of escrow, in the amount of the purchase price as identified in Section 2 above, and to be issued by First American Title Insurance Company showing title vested in the Redevelopment Agency of the City of Rocklin, a municipal corporation, and showing as exceptions to title only current real property taxes, not yet delinquent, and any other exceptions expressly approved by Agency under Paragraph 6, below.

**Section 6. Conditions for Agency's Benefit Only.**

Agency's obligation to perform this Agreement is subject to the satisfaction of the following conditions, which are for Agency's benefit only.

**A. Condition of Title.**

- 1. Agency's obligation to purchase the Property under this Agreement is subject to First American Title's ability to issue its standard California Land Title Association Owner's Policy of title insurance, dated as of the closing date, on its usual form, with liability not less than the purchase price, covering the Property, showing title vested in Agency, and showing as exceptions only current real property taxes, not yet delinquent, unless other exceptions are expressly approved by Agency under this Agreement.
- 2. Seller shall furnish Agency within ten (10) days of the date escrow is opened a Preliminary Title Report and the documents reported as exceptions in it ("Title Documents"). Agency may waive this requirement if Agency has previously obtained a Preliminary Title Report of a current date satisfactory to Agency's need to perform due diligence prior to closing escrow. Agency shall notify Seller in writing within thirty (30) business days after receipt of the report and the Title Documents of Agency's approval or disapproval of any exceptions stated therein. Failure to so notify Seller shall conclusively be considered approval.

**B. Agency Approval of On-Site Inspection**

1. Agency's obligation to purchase the Property under this Agreement is subject to an inspection of the Property to be conducted by Agency and approval of the results of the inspection prior to November 15, 2002 as set forth more fully in part 3 below.
2. Agency, its authorized representatives and agents, may enter onto the Property to conduct the inspection and make whatever tests, surveys or other studies Agency deems necessary, provided that Agency pay for the inspection and all such tests and studies, keeps Seller's Property free and clear of any liens, repairs all damage to the Property, and indemnifies and holds Seller harmless from and against all liability, claims, damages, demands, or costs of any kind whatsoever (including attorney's fees) arising from or connected with the inspection, the tests, surveys, or studies.
3. Agency shall have until November 15, 2002, to deliver to Seller a disapproval notice stating that Agency's inspection of the Property has disclosed a defect in the Property and describing the defect with reasonable particularity. Failure to so notify Seller shall conclusively be considered approval. Agency's approval of any such inspection of the Property shall not alter or diminish Seller's representations or warranties under this Agreement, and Seller acknowledges and agrees that Agency is nonetheless relying on Seller's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Agency.

**C. Confirmation of Fair Market Value.**

Agency's obligation to purchase the Property is expressly conditioned on confirmation by a licensed real estate appraiser, or an equivalent authority satisfactory to the Agency, that the purchase price does not exceed fair market value for the property.

**Section 7. Compliance With Environmental Laws.**

To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and

Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the City of Rocklin Agency within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus. Agency recognizes that Seller is unfamiliar with regulations regarding environmental law. Therefore, Seller relies on being advised of any violation of said regulations by an environmental authority or regulatory agency. It is understood between Agency and Seller that nothing in this Agreement shall limit or diminish any and all obligations or liabilities that Seller may have under State, Federal, and Local laws, ordinances, statutes, and regulations, with regard to any and all soil, water, or other contamination.

**Section 8. Contingency.**

It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Agency herein. The execution of these documents and the delivery of same to Escrow Agent constitutes said acceptance and approval. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

**Section 9. Closing Costs.**

Agency and Seller shall each pay all attorneys' fees and costs incurred by such party in connection with negotiation, execution, delivery and performance of this Agreement by such party. The cost of the Title Policy issued at Closing shall be paid by Agency and Agency shall pay all other closing, escrow costs and fees, documentary transfer taxes, and recording fees due at Closing.

**Section 10. Proration of Taxes and Assessments.**

Real and personal property taxes, assessments, and interest thereon shall be prorated as of the closing date of escrow on the basis of a thirty (30) day month. All taxes and assessments shall be paid by Seller.

**Section 11. Warranties, Representations, And Covenants Of Seller.**

Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

- B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- C. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- D. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- E. To the best of Seller's knowledge, during the time that Sellers have owned the Property there has not been any toxic or hazardous waste, materials, or substances on, in, or under the Property, and there has been no manufacturing on the Property, no storage tanks, PCB, petroleum nor petroleum products as those items are commonly defined in CERCLA, the California Health and Safety Code, the California Water Code, the Resource Conservation and Recovery Act and regulations pertaining thereto, in, on, or under the Property. Further, there have been no spills, releases, or threats of release of hazardous substances on, under, or from the Property and no chemical usage and waste disposal practices on the Property.
- F. That Sellers have received no notification or communication of any kind from any public entity or regulatory body, or third parties, which would indicate there are any environmental problems on, in, or under or about the Property or any notification or communication of any kind concerning pending or threatened proceedings or potential actions regarding the condition of the Property as specifically relates to environmental health and safety laws or regulations.
- G. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Buyer.
- H. Seller is not a foreign person within the meaning of 42 USCS § 1445(f)(3).

**Section 12. Obligation to Remove Defects; Agency's Election.**

- A. If Agency notifies Seller that Agency disapproves any matters concerning title or the on-site inspection, Seller shall correct those matters at Seller's expense. If Seller refuses or fails to correct such matters, Agency may waive its disapproval of the matter, or terminate this Agreement. If the Agreement is terminated under this section, neither party shall have any further rights or obligations hereunder.
- B. If the Agreement is terminated under this section, Agency shall pay all title company and escrow charges incurred up to the date of termination.

**Section 13. Notices.**

All notices to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery to the address indicated below or at other places designated by Agency or Seller in a written notice given to the other. Notices shall be deemed served four (4) days after the date of mailing or upon personal delivery.

Seller: John Vivilacqua  
3877 Illona Ct.  
Auburn, CA 95602

Agency: Carlos Urrutia, Executive Director  
Redevelopment Agency of the City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677

**Section 14. Possession.**

Right to possession of the Property shall transfer to Agency at the Close of Escrow, subject to Agency's rights of early entry and investigation.

**Section 15. Attorney Fees; Litigation Costs.**

If any legal action or other proceeding, including arbitration or an action for declaratory relief, is brought to enforce this Agreement or because of a dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs, in addition to any other proper relief. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for

the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

**Section 16. Time of the Essence.**

Time is of the essence in this Agreement and every provision contained in this Agreement.

**Section 17. Construction.**

The title and headings of the Sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references to sections, recitals, and the preamble shall, unless otherwise stated, refer to the Sections, Recitals, and Preamble of this Agreement. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the agreement.

**Section 18. Integration.**

This Agreement, all attached exhibits, and all related documents referred to in this Agreement, constitute the entire agreement between the parties. There are no oral or parol agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be charged.

**Section 19. Third-Party Rights.**

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

**Section 20. Severability.**

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be enforced to the fullest extent permitted by law.

**Section 21. Waivers.**

No waiver or breach of any provision shall be deemed a waiver of any other provision. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act. Failure by a party to insist upon the strict performance

of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

**Section 22. Full Consideration**

Seller expressly agrees that the consideration provided to Seller by Agency under this Agreement is the full amount of consideration to be paid by Agency for acquisition of the Property. By execution of this Agreement and acceptance of this consideration, Seller expressly agrees that this consideration fully satisfies all Agency's legal obligations to pay just compensation for the Property, and Seller releases Agency from any and all claims Seller may have against Agency for compensation.

**Section 23. Incorporation of Exhibits.**

All attached exhibits are incorporated in this Agreement by reference.

**Section 24. Authority of Parties.**

All persons executing this Agreement on behalf of a party warrant that they have the authority to execute this Agreement on behalf of that party.

**Section 25. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by Seller and Agency.

**Section 26. Governing Law.**

This Agreement shall be governed by and construed in accordance with California law.

**The parties have executed this Agreement as of the date first above written.**

Agency:           Redevelopment Agency of the City of Rocklin

By: Carlos A. Urrutia  
Carlos A. Urrutia, Executive Director

Seller:

By: John F. Vivilacqua, Trustee  
John F. Vivilacqua, Trustee  
John F. Vivilacqua and Phyllis J. Vivilacqua Trust

**EXHIBIT 1**

**VIVILACQUA PROPERTY DESCRIPTION**

Real property in the City of Rocklin, County of Placer, State of California, described as follows:

APN 010-121-001, Lots 9 thru 16, Block D, Rocklin;

APN 010-121-002, a portion of Lot 8, Block D, Rocklin;

APN 010-121-004, a portion of Lots 6 and 7, Block D, Rocklin;

and APN 010-121-005, a portion of Lots 3, 4, & 5, Block D, Rocklin.

RECORDING REQUESTED BY

First American Title Company

Escrow No. 00909818

Order No. 75267

AND WHEN RECORDED MAIL TO

Name The Redevelopment Agency of the City of Rocklin  
Address 3970 Rocklin Road  
City, State, & Zip Rocklin, CA 95677



PLACER, County Recorder  
JIM MCCAULEY Co Recorder Office  
DOC- 2003-0040760

Check Number 7667t1

Tuesday, MAR 18, 2003 13:52:40

NOC \$0.00

Ttl Pd \$0.00

Nbr-0000807280

otl/R3/1-3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INDIVIDUAL GRANT DEED

A.P.N. 010-121-001,002,004 & 005

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$None R & T 11922 Governmental agency acquiring title

- computed on full value of property conveyed, or
- computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area:  City of Rocklin, and

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

John F. Vivilacqua and Phyllis J. Vivilacqua, Trustees of the Vivilacqua Family Trust, created February 2001, as to an undivided one-half (1/2) interest and Virgilia M. Vivilacqua, as Successor Trustee of the Vivilacqua Family Living Trust, established September 22, 1995, as to an undivided one-half (1/2) interest hereby GRANT(S) to The Redevelopment Agency of the City of Rocklin, a municipal corporation the following described real property in the City of Rocklin, County of PLACER, State of California:

See Exhibit "A" attached hereto and made a part hereof

Dated: March 19, 2003

STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

} SS.

On March 14, 2003 before me, Rachael K. Williams, notary public, personally appeared John F. Vivilacqua and Phyllis J. Vivilacqua and Virginia M. Vivilacqua 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

*John F. Vivilacqua*  
John F. Vivilacqua Trustee

*Phyllis J. Vivilacqua*  
Phyllis J. Vivilacqua Trustee

*Virgilia M. Vivilacqua*  
Virgilia M. Vivilacqua Successor Trustee



WITNESS my hand and official seal.

Signature *Rachael Williams*

(This area for official notarial seal)

Commission #1398046, Commission Exp 02-03-07

MAIL TAX

STATEMENTS TO: SAME AS ABOVE

NAME

ADDRESS

CITY, STATE & ZIP

**EXHIBIT "A"**

Real property in the City of Rocklin, County of Placer, State of California, described as follows:

Parcel One:

Lots 3,4,5,6,7,8,9,10,11,12,13,14,15, and 16 in Block D, Rocklin, as shown on the map thereof filed in the office of the County Recorder of Placer County.

Excepting therefrom those portions of lots 3 to 7 which lies within the 400 foot right of way of the Central Pacific Railroad as established by Congressional Grant of July 1862.

Parcel Two:

The South 75 feet of Lot Number 8 in Block "D" as said Lot and Block are shown upon that certain "Railroad Map of the Town of Rocklin" (now City of Rocklin) filed August 9, 1983 (1893) in Book "A" of Maps, at Page 28, in the office of the Placer County Recorder.

Excepting therefrom any portion thereof lying within the boundaries of the Central Pacific Railroad right of way.

APN: 010-121-001 and 010-121-002 and 001-121-004 and 001-121-005

AGENCY RESOLUTION NO. 2002-213

RESOLUTION OF THE REDEVELOPMENT AGENCY  
OF THE CITY OF ROCKLIN  
RATIFYING AN AMENDMENT TO THE PURCHASE  
AND SALE AGREEMENT FOR THE VIVILACQUA PROPERTY  
(First Amendment)

WHEREAS, the Redevelopment Agency of the City of Rocklin ("Agency") and the John F. Vivilacqua and Phyllis J. Vivilacqua Trust ("Seller") entered into an Agreement of Purchase and Sale ("Agreement"), dated August 27, 2002, which was approved by Agency Resolution No. 2002-207; and

WHEREAS, the Agreement provided Agency a due diligence period for examination of the Property which period was to expire November 15, 2002; and

WHEREAS, Seller and Agency desire to extend that due diligence period while leaving the remaining terms and conditions of the Agreement in place.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Rocklin as follows:

Section 1. The Redevelopment Agency of the City of Rocklin approves and ratifies the First Amendment to Purchase and Sale Agreement dated November 15, 2002, in the form attached hereto as Exhibit A and by this reference incorporated herein.

PASSED AND ADOPTED this 26th day of November, 2002, by the following roll call vote:

- AYES: Agency members: Yorde, Magnuson, Hill, Storey, Lund
- NOES: Agency members: None
- ABSENT: Agency members: None
- ABSTAIN: Agency members: None

  
Kathy Lund, Chair

ATTEST:

  
Secretary

**First Amendment to Purchase And Sale Agreement  
Redevelopment Agency Of The City Of Rocklin  
(Vivilacqua Property)**

This First Amendment to the Agreement of Purchase and Sale ("Amendment"), dated for reference purposes November 15, 2002, is entered into by and between the Redevelopment Agency of the City of Rocklin ("Agency") and the John F. Vivilacqua and Phyllis J. Vivilacqua Trust ("Seller").

Agency and Seller entered into an Agreement of Purchase and Sale ("Agreement"), dated for reference purposes August 27, 2002 and approved by Agency resolution no. 2002-207. The Agreement provided Agency a due diligence period for examination of the Property which period is to expire November 15, 2002. Seller and Agency desire to extend that due diligence period while leaving the remaining terms and conditions of the Agreement in place.

Therefore, Section 6.B of the Agreement is hereby amended to read as follows:

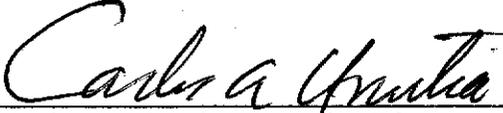
**B. Agency Approval of On-Site Inspection**

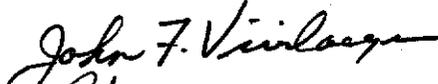
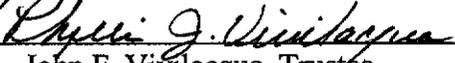
1. Agency's obligation to purchase the Property under this Agreement is subject to an inspection of the Property to be conducted by Agency and approval of the results of the inspection prior to January 15, 2003 as set forth more fully in part 3 below.
2. Agency, its authorized representatives and agents, may enter onto the Property to conduct the inspection and make whatever tests, surveys or other studies Agency deems necessary, provided that Agency pay for the inspection and all such tests and studies, keeps Seller's Property free and clear of any liens, repairs all damage to the Property, and indemnifies and holds Seller harmless from and against all liability, claims, damages, demands, or costs of any kind whatsoever (including attorney's fees) arising from or connected with the inspection, the tests, surveys, or studies.
3. Agency shall have until January 15, 2003, to deliver to Seller a disapproval notice stating that Agency's inspection of the Property has disclosed a defect in the Property and describing the defect with reasonable particularity. Failure to so notify Seller shall conclusively be considered approval. Agency's approval of any such inspection of the Property shall not alter or diminish Seller's representations or warranties under this Agreement, and Seller acknowledges and agrees that Agency is nonetheless relying on Seller's representations and warranties made herein,

unless such representation or warranty is specifically waived in whole or in part by Agency.

**The parties have executed this First Amendment as of the date first above written.**

Agency:           Redevelopment Agency of the City of Rocklin

By:   
Carlos A. Urrutia, Executive Director

Seller:           By:   
  
John F. Vivilacqua, Trustee  
John F. Vivilacqua and Phyllis J. Vivilacqua Trust

AGENCY RESOLUTION NO. 2003-214

RESOLUTION OF THE REDEVELOPMENT AGENCY  
OF THE CITY OF ROCKLIN  
APPROVING AN AMENDMENT TO THE PURCHASE  
AND SALE AGREEMENT FOR THE VIVILACQUA PROPERTY  
(Second Amendment)

WHEREAS, the Redevelopment Agency of the City of Rocklin ("Agency") and the John F. Vivilacqua and Phyllis J. Vivilacqua Trust ("Seller") entered into an Agreement of Purchase and Sale ("Agreement"), dated August 27, 2002, which was approved by Agency Resolution No. 2002-207; and

WHEREAS, the Agreement provided Agency a due diligence period for examination of the Property which period was to expire November 15, 2002 by the terms of the original Agreement, and which was then extended to January 15, 2003 by the terms of the first amendment to the Agreement; and

WHEREAS, Seller and Agency desire to extend that due diligence period while leaving the remaining terms and conditions of the Agreement in place.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Rocklin as follows:

Section 1. The Redevelopment Agency of the City of Rocklin approves and authorizes the Executive Director to execute the Second Amendment to the Purchase and Sale Agreement dated January 14, 2003, in the form attached hereto as Exhibit A and by this reference incorporated herein.

PASSED AND ADOPTED this 14th day of January, 2003, by the following roll call vote:

|          |                 |                                     |
|----------|-----------------|-------------------------------------|
| AYES:    | Agency Members: | Hill, Storey, Magnuson, Yorde, Lund |
| NOES:    | Agency Members: | None                                |
| ABSENT:  | Agency Members: | None                                |
| ABSTAIN: | Agency Members: | None                                |

*Kathy Lund*  
Kathy Lund, Chair

ATTEST:

*[Signature]*  
Secretary

**Second Amendment to Purchase And Sale Agreement  
Redevelopment Agency Of The City Of Rocklin  
(Vivilacqua Property)**

This Second Amendment to the Agreement of Purchase and Sale ("Amendment"), dated for reference purposes January 14, 2003, is entered into by and between the Redevelopment Agency of the City of Rocklin ("Agency") and the John F. Vivilacqua and Phyllis J. Vivilacqua Trust ("Seller").

Agency and Seller entered into an Agreement of Purchase and Sale ("Agreement"), dated for reference purposes August 27, 2002, and approved by Agency Resolution No. 2002-207. The Agreement provided Agency a due diligence period for examination of the Property which period is to expire January 15, 2003. Seller and Agency desire to extend that due diligence period while leaving the remaining terms and conditions of the Agreement in place.

Therefore, Section 6.B of the Agreement is hereby amended to read as follows:

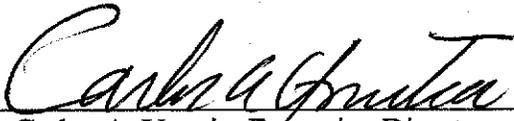
**B. Agency Approval of On-Site Inspection**

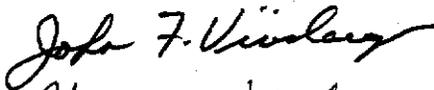
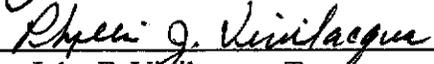
1. Agency's obligation to purchase the Property under this Agreement is subject to an inspection of the Property to be conducted by Agency and approval of the results of the inspection prior to March 28, 2003 as set forth more fully in part 3 below.
2. Agency, its authorized representatives and agents, may enter onto the Property to conduct the inspection and make whatever tests, surveys or other studies Agency deems necessary, provided that Agency pay for the inspection and all such tests and studies, keeps Seller's Property free and clear of any liens, repairs all damage to the Property, and indemnifies and holds Seller harmless from and against all liability, claims, damages, demands, or costs of any kind whatsoever (including attorney's fees) arising from or connected with the inspection, the tests, surveys, or studies.
3. Agency shall have until March 28, 2003, to deliver to Seller a disapproval notice stating that Agency's inspection of the Property has disclosed a defect in the Property and describing the defect with reasonable particularity. Failure to so notify Seller shall conclusively be considered approval. Agency's approval of any such inspection of the Property shall not alter or diminish Seller's representations or warranties under this Agreement, and Seller acknowledges and agrees that Agency is nonetheless relying on Seller's representations and warranties made herein,

unless such representation or warranty is specifically waived in whole or in part by Agency.

**The parties have executed this Second Amendment as of the date first above written.**

Agency:           Redevelopment Agency of the City of Rocklin

By:   
Carlos A. Urrutia, Executive Director

Seller:           By:   
  
John F. Vivilacqua, Trustee  
John F. Vivilacqua and Phyllis J. Vivilacqua Trust

**PHASE I**  
**ENVIRONMENTAL SITE ASSESSMENT**  
**VIVILACQUA PROPERTY**  
**(OLD SCHOOL SITE)**

**SUBMITTED TO**  
**CITY OF ROCKLIN**  
**3980 ROCKLIN ROAD**  
**ROCKLIN, CA 95677**

**PREPARED BY**  
**ENGEO INCORPORATED**  
**631 COMMERCE DRIVE**  
**ROSEVILLE, CA 95678**  
**NOVEMBER 12, 2002**  
**FILE NO. 5708.5.001.01**

COPYRIGHT © 2002 ENGEO INCORPORATED. THIS DOCUMENT MAY NOT BE REPRODUCED IN WHOLE OR IN PART BY ANY MEANS WHATSOEVER, NOR MAY IT BE QUOTED OR EXCERPTED WITHOUT THE EXPRESS WRITTEN CONSENT OF ENGEO INCORPORATED.

## Table of Contents

|           |  |           |
|-----------|--|-----------|
| <b>1.</b> | <b>INTRODUCTION.....</b>                                 | <b>1</b>  |
| <b>2.</b> | <b>SITE DESCRIPTION.....</b>                             | <b>1</b>  |
| 2.1       | LOCATION.....  | 1         |
| 2.2       | SITE AND VICINITY GEOLOGIC CHARACTERISTICS .....         | 1         |
| 2.3       | CURRENT AND PAST USES OF THE PROPERTY .....              | 2         |
| 2.4       | CURRENT AND PAST USES OF ADJOINING PROPERTIES .....      | 2         |
| <b>3.</b> | <b>RECORDS REVIEW .....</b>                              | <b>2</b>  |
| 3.1       | REVIEW OF STATE AND FEDERAL RECORDS .....                | 2         |
| 3.2       | REVIEW OF COUNTY RECORDS .....                           | 4         |
| 3.3       | HISTORICAL AERIAL PHOTOGRAPH REVIEW .....                | 4         |
| 3.4       | HISTORICAL TOPOGRAPHIC MAP REVIEW.....                   | 5         |
| 3.5       | REVIEW OF TITLE DOCUMENTS.....                           | 6         |
| <b>4.</b> | <b>RECONNAISSANCE AND INTERVIEW INFORMATION.....</b>     | <b>6</b>  |
| 4.1       | SUBJECT PROPERTY RECONNAISSANCE.....                     | 6         |
| 4.2       | PERSONAL INTERVIEWS .....                                | 8         |
| 4.3       | PRIOR ENVIRONMENTAL INVESTIGATIONS .....                 | 8         |
| <b>5.</b> | <b>FINDINGS AND CONCLUSIONS.....</b>                     | <b>8</b>  |
| <b>6.</b> | <b>LIMITATIONS.....</b>                                  | <b>9</b>  |
| <b>7.</b> | <b>THIRD PARTY RELIANCE .....</b>                        | <b>10</b> |
| <b>8.</b> | <b>SIGNATURE OF ENVIRONMENTAL PROFESSIONAL.....</b>      | <b>11</b> |
| <b>9.</b> | <b>QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL.....</b> | <b>12</b> |

### Figures

- Figure 1 - Vicinity Map
- Figure 2 - Site Map

### Appendices

- Appendix A - EDR Records Check Report
- Appendix B - County Records Review
- Appendix C - Site Photographs
- Appendix D – Miscellaneous Documents

## 1. INTRODUCTION

The City of Rocklin retained *ENGEO* Incorporated (*ENGEO*) to perform a Phase I Environmental Site Assessment on the Vivilacqua Property (Old School Site) (APNs 010-121-001, 010-121-002, 010-121-004, 010-121-005) (property). The Old School Site encompasses approximately 1.8 acres that are located in Rocklin, Placer County, California. To conduct this assessment we:

- Reviewed site geology and hydrology;
- Inquired as to previous investigations conducted at the site;
- Visited the site to observe current land use and potential indications of contamination on the subject property, and to view publicly-accessible portions of surrounding property;
- Identified past and present operations conducted on the property to assess the potential for hazardous materials impact;
- Reviewed historical aerial photographic coverage and historical topographic map coverage of the site and surrounding properties for indications of potential contamination;
- Performed federal, state and county records reviews, for indications of the use, misuse or storage of hazardous and/or potentially hazardous materials on or near the site. The state and federal database search was provided by a commercial records check service, EDR Environmental Information, Inc. (EDR). A copy of their report is attached.

## 2. SITE DESCRIPTION

### 2.1 LOCATION

The Old School Site is located in south Placer County and is vacant. The property is located between Pacific Street and the Union Pacific Railroad and between Oak Street and Pine Street. (Figures 1 and 2)

The United States Geological Survey (U.S.G.S.), 7.5 minute topographic map of the Rocklin Quadrangle places the property in Sections 19, Township 11 North, Range 7 East Mount Diablo Baseline and Meridian, at an elevation of approximately 245 feet above mean sea level (msl).

### 2.2 SITE AND VICINITY GEOLOGIC CHARACTERISTICS

The Old School Site consists of approximately 1.8 acres that are located in the Great Valley geomorphic province.

The Great Valley is an elongate, northwesterly-trending structural trough bounded by mountains. Westward tilting of the Sierra Nevada block against the eastern flank of the Coastal Range formed the trough. The rocks of the Sierra Nevada consist primarily of igneous rocks that have intruded and metamorphosed rocks of diverse composition and age. The Great Valley has been and is presently being filled with sediments derived primarily from the Sierra Nevada.

According to the *Geologic Map of the Late Cenozoic Deposits of the Sacramento Quadrangle, State of California*, Department of the Conservation, Division of Mines and Geology, 1987 compiled by D.L. Wagner, C.W. Jennings, T.L. Bedrossian, and E.J. Bortugno, the geologic formation exposed at the site is the Rocklin Pluton. The Rocklin Pluton consists of Mesozoic age intrusive rocks of dioritic composition.

### **2.3 CURRENT AND PAST USES OF THE PROPERTY**

The Old School Site has historically been used as a school site, residential property, and a military surplus store. Since 1981, the site has remained vacant and unused with the exception of remaining building foundations.

### **2.4 CURRENT AND PAST USES OF ADJOINING PROPERTIES**

Railroad Avenue, the Union Pacific Railroad Company (formerly the Southern Pacific Transportation Company) railroad tracks, and residential lots beyond the railroad tracks bound the Old School Site to the northwest. Oak Street, the continuation of Railroad Avenue, residential lots, retail businesses, restaurant businesses, and automotive repair shops bound the property to the southwest. Property southeast and northeast of the property includes Pacific Street, Pine Street, and the central Rocklin business district that includes retail businesses, restaurant businesses, automotive repair shops and a gasoline station.

## **3. RECORDS REVIEW**

### **3.1 REVIEW OF STATE AND FEDERAL RECORDS**

EDR performed state and federal database reviews by searching the following databases:

- National Priorities List (NPL)
- NPL Deletions
- RCRIS-TSD
- Proposition 65
- Toxic Pits
- CERLCIS
- CERC-NFRAP
- SWIS
- California FID
- Above ground storage tanks
- RCRA Administrative Tracking System
- Waste Management Unit
- RCRIS-SQG
- HMIRS
- PADS - PCB Activity Database System
- Emergency Response Notification System
- Facility Index System
- Toxic Chemical Release Inventory System

- Toxic Substances Control Act
- Material Licensing Tracking System
- Federal Superfund Liens
- Records of Decision
- Superfund Consent Decrees
- Waste Discharge System
- South Bay Site Management System
- Former Manufactured gas Sites
- Leaking Underground Storage Tanks (LUST)
- Toxic Release Inventory System
- Emergency Response Notification System
- RCRA Small and Large Generators list

Appendix A provides the EDR report. EDR did not list any of the parcels comprising the property in any of the databases they searched. We briefly summarize the EDR provided data according to the Vivilacqua Property designations.

The EDR report mapped thirty-three locations within 1-mile of property where hazardous materials/waste are generated, stored, or have been released from underground storage tanks. We list twelve of the EDR mapped properties that are indicated to have not achieved regulatory agency closure.

1. Jerry's Auto, 4850 Pacific Street (LUST, Cortese, Notify 65, CA Placer CA MS). This site is located between 1/8-mile and 1/4-mile from the property. This site was the listed location of a leaking underground gasoline storage tank that affected the aquifer. This site status is listed as remedial action underway.
2. Morrison Building Materials, 4770 Pacific Street (Hist UST). This site is located between 1/8-mile and 1/4-mile from the property. This site is the listed location of one underground fuel storage tank. No further information was provided for this site.
3. Rocklin Market Site, 4855 Pacific Street (LUST, Cortese). This site is located between 1/8-mile and 1/4-mile from the property. This site was the listed location of a leaking underground gasoline storage tank that has affected the aquifer. The site status is listed as preliminary site assessment underway.
4. Southern Pacific Roundhouse, Corner of First and Rocklin Road (CERC-NFRAP, Cal-Sites). This site is located between 1/8-mile and 1/4-mile from the property. A preliminary site assessment of this site was conducted in 1993. In 1995, the DTSC found that this site did not require DTSC action and the site was referred to another lead agency.
5. Tower Mart, 3800 Rocklin Road (LUST, Cortese, Haznet, UST). This site is located between 1/8-mile and 1/4-mile from the property. This site is the listed location of one underground fuel storage tank. This site is the listed location of a leaking underground gasoline storage tank that has affected the aquifer. The site status is listed as remedial action underway.

6. Buljan Oil, Pacific and Yankee Hill Road (LUST, Cortese). This site is located between ¼-mile and ½-mile from the property. This site is the listed location of a leaking underground fuel tank that has affected the aquifer. The site status is listed as leak being confirmed.
7. Nippert Painting, 5220 Front Street (CA SLIC). This site is located between ¼-mile and ½-mile from the property. This site was the listed location of a waste solvent release to the environment on February 24, 2000. No further information was provided for this site.
8. Redwood Oil Company, 4690 Pacific Street (CA SLIC). This site is located between ¼-mile and ½-mile from the property. This site was the listed location of a diesel release to the environment. No further information was provided for this site.
9. 2275 Sierra Meadows Drive (CHMIRS, CA Placer MS). This site is located between ½-mile and 1-mile from the property. This site was the listed location of a gasoline release to the ground on November 16, 1989. A method of disposal was not listed.
10. Beacon Station #1, 4505 Pacific Street (LUST, Cortese). This site is located between ½-mile and 1-mile from the property. This site is the listed location of a leaking underground gasoline storage tank that has affected the aquifer. The site status is listed as preliminary site assessment underway.
11. Rocklin Dump, 4400 Rocklin Road (Cal-Sites). This site is located between ½-mile and 1-mile from the property. This site was referred by the DTSC to another lead agency in 1995. No further information was provided for this site.
12. Toms Sierra #23, 4395 Rocklin Road (LUST, Cortese). This site is located between ½-mile and 1-mile from the property. This site was the listed location of a leaking underground gasoline storage tank that has affected the aquifer. The site status is listed as leak being confirmed.

### **3.2 REVIEW OF COUNTY RECORDS**

The Placer County Environmental Health Department (EHD) records review is provided in Appendix B, following the EDR report.

Ms. Karen Sue Connolly, Senior Inspector for the Placer County Agricultural Commissioner's Office (PCACO) reported that the property has historically no agricultural uses. Ms. Connolly stated that it is unlikely that pesticides were used on the property. Ms. Connolly stated that PCACO no longer keeps pesticide records for more than two years; however, it is unlikely that persistent chemical usage occurred prior to the two-year period for which PCACO currently possesses records.

### **3.3 HISTORICAL AERIAL PHOTOGRAPH REVIEW**

We reviewed historical aerial photograph coverage of the site for features such as: evidence of disposal, chemical storage, buildings, roadways, and topographic changes. We provide a summary below, starting from the oldest year of readily available coverage.

- 1962- (1:24,000) We observed four structures located on the property. We observed that one of the structures appeared to be the size of a house and one appeared to be the size of a small storage structure. We observed that the other two structures appeared to be the approximate size and in the locations of the former school buildings located on the property. We observed a dirt road running southwest to northeast across the central area of the property. We observed Pacific Street running southwest to northeast along the southeast property line of the property. We observed Oak Street running southeast to northwest along the southwestern property line of the property. We observed Pine Street running northwest to southeast along the northeast property line of the property. We observed Railroad Avenue running southwest to northeast along the northwest property line of the property. We observed one house and garage located off-site adjacent to the northern corner of the property. We observed the Southern Pacific Railroad running southwest to northeast, west of the property. We observed five buildings in place north of the property. We observed that these buildings were the approximate size of houses. We observed fifteen buildings in place south of the property. We observed ten of these buildings were the approximate size of houses and five of the buildings to be the approximate size of small businesses. We observed ten buildings located east of the property. We observed three of these buildings to be the approximate size of small businesses and the other seven buildings being the approximate size of houses.
- 1965- (1:24,000) We observed eight small storage structures located in the central area of the property. We observed that the small storage structure observed in the 1962 map is no longer in place. We observed approximately thirteen pieces of small equipment located along the property's southeast boundary.
- 1970- (1:24,000) We observed a dirt road running generally north to south into the property from the intersections of Railroad Avenue and Oak Street. We observed that the property is covered with small equipment.
- 1984- (1:24,000) We observed that the property to have been cleared of equipment and the buildings are no longer in place.
- 1986- (1:12,000) We observed no changes from the 1984 photo.
- 1989- (1:24,000) We observed no changes from the 1986 photo.
- 1993- (1:24,000) We observed no changes from the 1989 photo.

### **3.4 HISTORICAL TOPOGRAPHIC MAP REVIEW**

We reviewed historical, U.S.G.S., 7.5-minute topographic maps of the Rocklin Quadrangle. Topographic map coverage for the following years showed the Old School Site as follows:

- 1954- We observed five buildings located within the property, one of which is labeled as a school. We observed Pacific Street running southwest to northeast along the property's southeastern boundary; Oak Street running southeast to northwest along the property's southwestern boundary; Pine Street running northwest to southeast along the property's northeast boundary; and, Railroad Avenue running southwest to northeast along the prop-

erty's northwest boundary. We observed one building in place adjacent to the northern corner of the property. We observed the Southern Pacific Railroad running southwest to northeast, west of the property. We observed eight buildings in place on property to the north. We observed fifteen buildings in place on property to the south.

1967- We observed only three buildings located on the property. We observed that the school designation has been removed from the building identified in the 1954 map. We observed that only three, of the eight buildings previously in place north of the property, remain visible.

1981- With the exception of two additional buildings, for a total of five buildings observed north of the property, we observed no changes from the 1967 map.

### **3.5 REVIEW OF TITLE DOCUMENTS**

We were provided with a First American Title Company Preliminary Title Report for the property. This report is dated August 20, 2002 lists Vivilacqua Family Trust as the current owner and the City of Rocklin-Russ Hildebrand as the buyer. The property is identified by county assessor parcel numbers (APNs) 010-121-001, 010-121-002, 010-121-004, and 010-121-005. A chain-of-title was not included with this report.

## **4. RECONNAISSANCE AND INTERVIEW INFORMATION**

### **4.1 SUBJECT PROPERTY RECONNAISSANCE**

We conducted our site reconnaissance on October 4, 2002. We contacted a City of Rocklin City representative and the current owner of the property; however, neither person was available to accompany us on our reconnaissance. We began our reconnaissance at the south corner of the property. We observed that the property contained no structures. We observed a gravel-covered road running across the property connecting Oak Street and Pine Street. We observed pole mounted power lines with one transformer running southwest to northeast along the northwest side of this dirt road. We observed that the property was covered with dry seasonal grasses, brush, and a few trees.

Near the property's southern corner, we observed granite rock and cement foundation and steps. We observed this feature in the location of one of the school buildings observed in our aerial photographs. According to the current property owner, this was the location of a small school-house. We observed no staining or odors from the soil underneath the former building.

Moving northeast, we observed an area with approximate dimensions of 50-feet by 20-feet covered by asphalt. According to our review of aerial photographs, this asphalt-covered area is located adjacent to the former location of the second school building that once occupied the property. This area was most likely the parking lot associated with the school building.

Along the property's southeastern boundary and near the property's eastern corner, we observed a 4-foot by 4-foot cement block with four bolts protruding in the middle. In the center of these bolts, we observed a protruding electrical conduit. Since this feature was adjacent to the edge of the property and city sidewalk, we suspect the feature is a part of the City street light utility.

We observed four empty and rusted 55-gallon drums near the northern corner of the property. We observed that three of these drums were black and one was red in color. In the same area, we observed two automobiles. Ms. Leona Scott, who leases the neighboring property, stated that the drums belonged to her and that her deceased husband had previously used them as burn barrels. Ms. Scott stated that one of the cars was hers and the other has been abandoned on the property for approximately two years. We also observed a 20-foot by 16-foot concrete slab located in this vicinity. Ms. Scott stated that this slab had been the foundation for the school bus garage. Ms. Scott stated that she did not recall any maintenance occurring at this location.

Moving south, we observed three areas of soil staining and no vegetation. We used a shovel to obtain a small sample from which we detected a slight odor of hydrocarbons. Using the shovel, we determined that this staining extended approximately 3 inches below the ground surface.

Moving south, we observed a 30-foot by 50-foot concrete slab located near the midpoint of the southwest property line of the property. We observed this slab in the former location of a house-sized building observed in our aerial photographs.

We observed debris scattered along the perimeter of the property. We observed the following debris: terra-cotta pipe, plastic bottles, glass bottles, paper cups, wood waste, cardboard waste, paper products, one car tire, and plastic waste.

We observed signage for underground power and telecommunications running southeast to northwest along the southwestern property line. We observed signage for underground sanitary sewer, water, and storm sewer running southeast to northwest along the central area of Oak Street.

We observed signage for underground storm sewer running southwest to northeast along the central area of Railroad Avenue. We observed signage for underground petroleum pipeline running southwest to northeast within the railroad right-of-way, approximately 100 feet west of the property.

We observed signage for underground power and telecommunications running southwest to northeast along the southeastern property line of the property. We observed signage for underground sanitary sewer, underground storm sewer, and water running southwest to northeast through the central area of Pacific Street.

We observed signage for underground water and sanitary sewer running southeast to northwest through the central area of Oak Street.

## 4.2 PERSONAL INTERVIEWS

We interviewed Mr. John Vivilacqua, one of the current owners of the property. Mr. Vivilacqua stated that his father had purchased the property from Mr. Don Ottis in 1974. Mr. Vivilacqua stated that Mr. Ottis is deceased. Mr. Vivilacqua stated that his father sold the property to Mr. Gary Little of Discovery Investments in 1981. Mr. Vivilacqua stated that Discovery Investments demolished the structures previously located on the property in 1981. Mr. Vivilacqua stated that Discovery Investments retained a firm to conduct limited soil analytical testing on a portion of the property. Mr. Vivilacqua stated that he could not remember from where the samples were taken. Mr. Vivilacqua stated that Discovery Investments defaulted on the loan for the property in 1985 and his father bought the property back from the bank. Mr. Vivilacqua stated that until approximately 1960, the property was used as a school site and residential property. Mr. Vivilacqua stated that from approximately 1960 to 1983, the property was used as an Army/Navy surplus store that sold pumps, motors, transformers, and military clothing. Mr. Vivilacqua stated that in 1995, Teichert Construction used the property for a parking lot while working on Pacific Street. Mr. Vivilacqua stated that he is unaware of any above ground or underground fuel storage tank usage on the property.

Our phone calls to Union Pacific Railroad, the current owner of a portion of the property were not answered.

We observed one pole-mounted power transformer located within the property. Ms. Kay Bevan of PG&E confirmed that PCB containing oils are not used in this transformer.

## 4.3 PRIOR ENVIRONMENTAL INVESTIGATIONS

We were provided with two pages of text and two tables of an Envirosphere Company, A Division of EBASCO Services Inc. (Envirosphere) letter reported dated June 25, 1986 describing soil analytical results from a limited soil investigation conducted on the property. Their letter report states that three samples were collected from the property from a depth of 3 inches to 6 inches below ground surface. This letter report states that the samples were collected to evaluate a 1-inch thickness of a black, tar-like substance that had been spilled on the property. No map was provided showing the location from which the samples were taken. This letter report recommended that the tar-like substance and impacted soils should be collected for appropriate disposal at a Class I landfill. The detailed analytical results and letter report are included as Appendix D of this report.

## 5. FINDINGS AND CONCLUSIONS

We have performed a Phase I Environmental Site Assessment in general conformance with the scope and limitations of ASTM Practice E 1527 and our agreement 0001.5.051.91 to complete a Phase I Environmental Assessment of the property (APNs 010-121-001, 010-121-002, 010-121-004, and 010-121-005). This assessment revealed the following conditions in connection with the property.

We observed a small quantity of debris scattered along the perimeter of the property. We observed that this debris consisted of terra-cotta pipe, plastic bottles, glass bottles, paper cups, wood waste, cardboard waste, paper products, one car tire, and plastic waste. We recommend that the debris observed be collected for proper disposal. We conclude that the debris is not a recognized environmental condition and that soil sampling in this area is not warranted unless soil staining is discovered during subsequent ground disturbing activities.

We recommend that the abandoned vehicle observed on the property be reported to the CHP and removed for proper disposal following approval by CHP. We conclude the vehicles are not a recognized environmental condition and that that soil sampling in this area is not warranted unless soil staining is discovered once the cars items are removed.

We observed three areas of soil staining and no vegetation. We did not observe the black tar-like material reported by Envirosphere to be present within the three areas. We used a shovel to obtain a small sample from which we detected a slight hydrocarbon odor. Using the shovel, we observed that this staining extended approximately 3 inches below the ground surface. As a result of the Envirosphere findings, the City requested ENGEO to conduct a limited soil sampled collection and analysis activity. Results of this activity are reported in a separate report that will be submitted following this report.

The EDR for the property listed twelve sites with groundwater impact within 1-mile of the property. The EDR reports listed 5 unmapped sites. These sites are unlikely to impact the property because they are more than one-mile removed from the property or have no listed violations.

Placer County Department of Environmental Health reported fourteen sites within a one-mile radius of the property that use, store, or have incidents involving hazardous materials.

## **6. LIMITATIONS**

The accompanying report serves as an instrument of services of ENGEO. It summarizes our findings and relates our opinions with respect to the potential for hazardous materials to exist at the site at levels likely to warrant mitigation pursuant to current statutes and guidelines. We base our findings and opinions on information obtained or provided on given dates, through records review, site review, and related activities. Our opinions are only as good as the information provided to us.

It is possible for conditions to have changed after our observation. For these and associated reasons, we advise clients that we cannot under any circumstances warrant or guarantee that not finding indicators of hazardous materials means that hazardous materials do not exist on the site. Additional research, including invasive testing, can reduce your risk, but no techniques now commonly employed can eliminate these risks.

The physical size of the property prevented complete and comprehensive observation of every portion of the ground surface. Consequently, conditions may arise which this report does not address. However, we observed as much of the property as practical under the circumstances.

We prepared this report for the exclusive use of our client. The report applies only for the subject property. We are not responsible for interpretations by others of data presented in this report.

This report does not represent a legal opinion. No warranty is expressed or implied. We base the conclusions in this report on judgment and experience, not scientific certainties. We performed this work in accordance with generally accepted standards of care existing in Northern California at the time of the assessment.

Determining the presence of radon, lead-based paint, or asbestos-containing materials is beyond the scope of this investigation. In addition, identifying endangered species, geologic hazards, archeological sites, or ecologically sensitive areas (such as vernal pools and wetlands) are outside of the scope of services agreed upon by the client and ENGEO for this Environmental Site Assessment.

We do not recommend that you use the governmental records portion of this report as a guideline or decision-making tool after 90 days of the issue date, due to the fact that information drawn from the public record is updated on a continual basis. Also, conditions at a site can change over time. This report can be updated to reflect new information.

## **7. THIRD PARTY RELIANCE**

Third parties may rely on this report, subject to all of the limitations and caveats expressed in this report, our proposal, and our agreement with the client. In addition, our maximum aggregate liability, if any, to the client and any third party, is limited to the amount expressed in our agreement.

In order for a third party to rely on this report, the third party shall acknowledge in writing that:

1. Our opinions contained herein relate to the date of our report, and that conditions may have changed materially since we completed our report.
2. We only performed those tasks identified in the proposal and this report.
3. Other tests and procedures could have been performed to more thoroughly analyze the property, but they were outside the scope of requested services and were not performed.
4. Our opinions are based solely on the limited tasks we were asked to perform, and may be different had we been engaged to perform additional tasks.

8. SIGNATURE OF ENVIRONMENTAL PROFESSIONAL

**ENGEO INCORPORATED**

Reviewed by



Bryan C. Yates  
Environmental Technician



Dennis B. Nakamoto, C.E.G., C.H., R.E.A. II  
Associate Geologist

## 9. QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL

### DENNIS B. NAKAMOTO, R.G., C.E.G., C.H. R.E.A. II ENVIRONMENTAL DIRECTOR

Mr. Nakamoto has 23 years of experience in the field of environmental consulting, groundwater investigation, hazardous waste remediation, and construction oversight. He has managed projects investigating the presence of petroleum products, heavy metals, industrial solvents, agricultural chemicals, and asbestos in soil and groundwater. His responsibilities have also included implementing Community Relations Plans and holding public meetings to acquaint the local community with progress on investigations and remedial actions.

His technical expertise includes a familiarity with a wide range of exploratory techniques used in subsurface investigations such as hydropunch sampling, direct coring techniques (geoprobe sampling), selective water zone sampling using cone penetrometers, and the interpretation of borehole geophysical logs including electrical, temperature, neutron, natural gamma, gamma-gamma, video, acoustic (sonic), and hole size (caliper).

#### PROJECT EXPERIENCE

The following projects demonstrate the range of Mr. Nakamoto's technical capabilities:

- **Environmental Oversight Authority:** Retained by agreement between the City of Sacramento, Cal EPA Department of Toxic Substances Control, and Southern Pacific Transportation Company (currently Union Pacific Railroad Company) to participate in development of policy/guidance documents and to provide oversight during construction of the new Federal Courthouse Building on I Street in Sacramento. The Environmental Oversight Authority (EOA) position was created to assist the City's development of properties remediated according to Remedial Action Plans (RAP). Acted as liaison to assist Federal Government Services Agency and its contractors in complying with soil use restrictions during excavation of approximately 100,000 cubic yards of soil that required off-site disposal. Responsible for coordination of activities to respond to discovery of suspected contamination.
- **Phase I Environmental Assessments:** Conducted environmental assessments of trucking maintenance facilities, food processors, agricultural farmland, an airport with crop duster operations, a granary, and a stockyard. Responsibilities included evaluation of employee notification and training procedures, a review of chemical handling and disposal practices, underground tank facilities, and stormwater collection and treatment systems.
- **Hydrogeologic Evaluation for Water Supply:** Conducted hydrogeologic study for Rancho Murrietta Community Services District in eastern Sacramento County to locate a new groundwater resource to augment the District's limited surface water supply. Evaluation included reviewing published hydrogeologic reports prepared for the vicinity and results of a test boring program, including results from downhole geophysical surveys to evaluate potential water bearing zones for productivity.

- **Superfund Groundwater Investigation:** Developed design criteria and construction methodology for multiple completion monitoring wells to evaluate groundwater contamination at a site in eastern Sacramento Valley. During an 8-year period, he was responsible for the design of over 1,000 multiple completion wells (including installation of up to seven piezometers within a 12-inch borehole) penetrating the Sacramento Valley aquifers. Due to the concerns over potential cross contamination, extensive testing was conducted to verify that the integrity of hydrologic boundaries were maintained.
- **Soil and Groundwater Investigation:** Evaluation of an underground storage tank leak. Conducted a Phase II investigation to determine the extent of soil contamination and evaluate impacts to groundwater. Designed vapor extraction system to remediate soil contamination and the low level of groundwater contamination. Client was former property owner, but the project is proceeding with oversight by the current owner, the Sacramento Housing and Redevelopment Authority.
- **Preliminary Site Assessment:** Characterization of a 4,500-acre former Aerospace Contractor's facility located near Sacramento, California. Investigated sites of historic chemical use to identify evidence of potential chemical contamination.
- **Hydrogeologic Assessments for Groundwater Contamination:** Groundwater characterization of multiple Transportation Company Maintenance facilities located throughout Northern California. Assessed potential leakage from surface impoundments. Although chemical were present in the subsurface at these sites, several sites were successfully delisted as a result of investigation findings.
- **Remedial Investigation/Feasibility Study:** Prepared studies for Transportation Company Maintenance facility located in Sacramento, California. Investigation was conducted in accordance with Superfund protocol and focused on the presence of volatile organic compounds, asbestos, petroleum hydrocarbons, and heavy metals in soil and groundwater.
- **Groundwater Remediation:** Construction of several large capacity groundwater treatment facilities. Evaluated waste systems and designed large capacity extraction and recharge wells associated with the groundwater treatment plants.
- **Soil Remediation:** Excavation and transportation or disposal of approximately 3,000 cubic yards of soil containing petroleum hydrocarbons. Soil contamination was the result of leakage from a one million-gallon capacity above ground storage tank located immediately adjacent to the Pacific Ocean.
- **Bioremediation of Hydrocarbons in Soil:** Provided oversight for bioremediation of soils containing petroleum hydrocarbons for agricultural site and trucking facility. Remediation of diesel hydrocarbons were completed within two seasons using natural microorganisms. Hydrocarbons classified in the range of oil and grease are requiring longer periods of time for degradation.

**EDUCATION**

B.S. Geology, University of California, Davis, 1977

**REGISTRATIONS**

Certified Hydrogeologist, State of California

Certified Engineering Geologist, State of California

Registered Geologist, State of California

Registered Environmental Assessor II, State of California

Registered Professional Geologist, State of Wyoming

Registered Engineering Geologist

**PROFESSIONAL SOCIETIES**

Groundwater Resources Association

**PUBLICATIONS**

Nakamoto, D.B., McLaren, F.R., "Multiple Completion Monitor Wells".

Ground Water Monitoring Review, Spring 1986, pp. 50-55

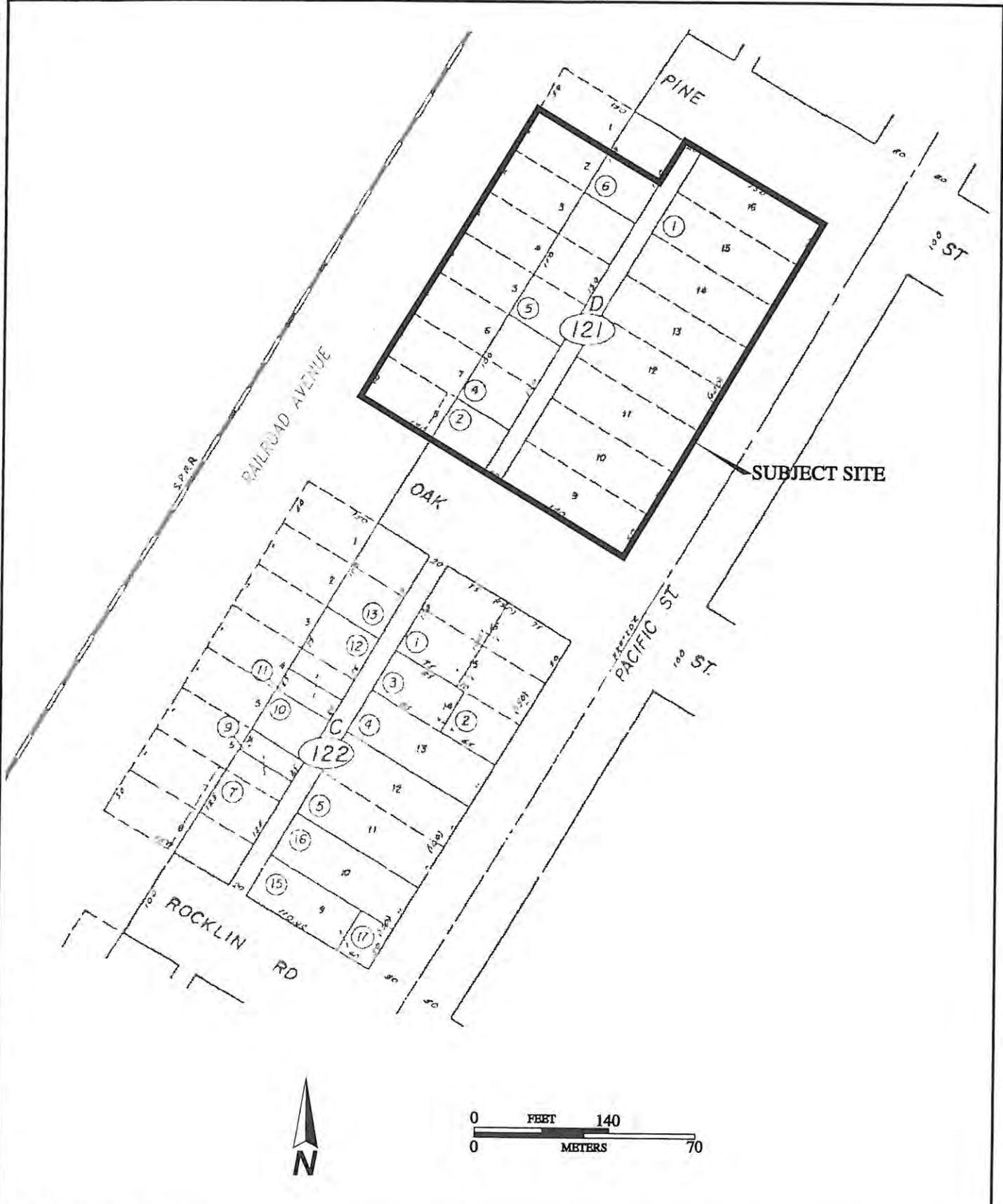
**Figures**

Figure 1 - Vicinity Map

Figure 2 - Site Map



COPYRIGHT © 2002 BY ENGeo INCORPORATED. THIS DOCUMENT MAY NOT BE REPRODUCED IN WHOLE OR IN PART BY ANY MEANS WHATSOEVER, NOR MAY IT BE QUOTED OR EXCERPTED WITHOUT THE EXPRESS WRITTEN CONSENT OF ENGeo INCORPORATED.



BASE MAP SOURCE: ASSESSOR'S OFFICE



**SITE MAP**  
**VICILACQUA PROPERTY PSA**  
**ROCKLIN, CALIFORNIA**

PROJECT NO.: 5708.5.001.01  
DATE: OCTOBER 2002  
DRAWN BY: DLB CHECKED BY:

FIGURE NO.  
**2**

**Appendix A**

EDR Records Check



## The EDR Radius Map™ Report

Vivilacqua Property  
Pacific St/Oak St/Pine St  
Rocklin, CA 95677

Inquiry Number: 0857191.1r

October 02, 2002

***The Source  
For Environmental  
Risk Management  
Data***

3530 Post Road  
Southport, Connecticut 06890

**Nationwide Customer Service**

Telephone: 1-800-352-0050  
Fax: 1-800-231-6802  
Internet: [www.edrnet.com](http://www.edrnet.com)

# TABLE OF CONTENTS

| <u>SECTION</u>  | <u>PAGE</u> |
|---|-------------|
| Executive Summary.....                                  | ES1         |
| Overview Map.....                                       | 2           |
| Detail Map.....   | 3           |
| Map Findings Summary.....                               | 4           |
| Map Findings.....                                       | 6           |
| Orphan Summary.....                                     | 50          |
| Government Records Searched/Data Currency Tracking..... | GR-1        |

## GEOCHECK ADDENDUM

GeoCheck - Not Requested

***Thank you for your business.***  
Please contact EDR at 1-800-352-0050  
with any questions or comments.

### **Disclaimer**

#### **Copyright and Trademark Notice**

*This report contains information obtained from a variety of public and other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL EDR BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.*

*Entire contents copyright 2001 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.*

*EDR and the edr logos are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.*

## EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc. (EDR). The report meets the government records search requirements of ASTM Standard Practice for Environmental Site Assessments, E 1527-00. Search distances are per ASTM standard or custom distances requested by the user.

### TARGET PROPERTY INFORMATION

#### ADDRESS

PACIFIC ST/OAK ST/PINE ST  
ROCKLIN, CA 95677

#### COORDINATES

Latitude (North): 38.792800 - 38° 47' 34.1"  
Longitude (West): 121.234900 - 121° 14' 5.6"  
Universal Transverse Mercator: Zone 10  
UTM X (Meters): 653297.1  
UTM Y (Meters): 4295056.0

### USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property: 2438121-G2 ROCKLIN, CA  
Source: USGS 7.5 min quad index

### TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

### DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ( "reasonably ascertainable ") government records either on the target property or within the ASTM E 1527-00 search radius around the target property for the following databases:

### FEDERAL ASTM STANDARD

NPL..... National Priority List  
Proposed NPL..... Proposed National Priority List Sites  
CERCLIS..... Comprehensive Environmental Response, Compensation, and Liability Information System  
CORRACTS..... Corrective Action Report  
RCRIS-TSD..... Resource Conservation and Recovery Information System  
RCRIS-LQG..... Resource Conservation and Recovery Information System  
ERNS..... Emergency Response Notification System

### STATE ASTM STANDARD

AWP..... Annual Workplan Sites  
Toxic Pits..... Toxic Pits Cleanup Act Sites  
SWF/LF..... Solid Waste Information System  
WMUDS/SWAT..... Waste Management Unit Database  
CA BOND EXP. PLAN..... Bond Expenditure Plan

### FEDERAL ASTM SUPPLEMENTAL

CONSENT..... Superfund (CERCLA) Consent Decrees

## EXECUTIVE SUMMARY

|                   |   |
|-------------------|---|
| ROD.....          | Records Of Decision   |
| Delisted NPL..... | National Priority List Deletions  |
| FINDS.....        | Facility Index System/Facility Identification Initiative Program Summary Report   |
| HMIRS.....        | Hazardous Materials Information Reporting System  |
| MLTS.....         | Material Licensing Tracking System  |
| MINES.....        | Mines Master Index File   |
| NPL Liens.....    | Federal Superfund Liens   |
| PADS.....         | PCB Activity Database System  |
| RAATS.....        | RCRA Administrative Action Tracking System  |
| TRIS.....         | Toxic Chemical Release Inventory System   |
| TSCA.....         | Toxic Substances Control Act  |
| SSTS.....         | Section 7 Tracking Systems  |
| FTTS.....         | FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act) |

### STATE OR LOCAL ASTM SUPPLEMENTAL

|                       |   |
|-----------------------|---|
| AST.....              | Aboveground Petroleum Storage Tank Facilities |
| CLEANERS.....         | Cleaner Facilities                            |
| CA WDS.....           | Waste Discharge System                        |
| DEED.....             | List of Deed Restrictions                     |
| CA PLACER CO. MS..... | Master List of Facilities                     |

### EDR PROPRIETARY HISTORICAL DATABASES

|               |  |
|---------------|--|
| Coal Gas..... | Former Manufactured Gas (Coal Gas) Sites |
|---------------|--|

### SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified.

Elevations have been determined from the USGS 1 degree Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. EDR's definition of a site with an elevation equal to the target property includes a tolerance of +/- 10 feet. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property (by more than 10 feet). Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

### FEDERAL ASTM STANDARD

**CERCLIS-NFRAP:** As of February 1995. CERCLIS sites designated "No Further Remedial Action Planned" (NFRAP) have been removed from CERCLIS. NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed quickly without the need for the site to be placed on the NPL, or the contamination was not serious enough to require Federal Superfund Action or NPL consideration. EPA has removed approximately 25,000 NFRAP sites to lift the unintended barriers to the redevelopment of these properties and has archived them as historical records so EPA does not needlessly repeat the investigations in the future. This policy change is part of the EPA's Brownfields Redevelopment Program to help cities, states, private investors and affected citizens to promote economic redevelopment of unproductive urban sites.

A review of the CERC-NFRAP list, as provided by EDR, and dated 05/15/2002 has revealed that there is

## EXECUTIVE SUMMARY

1 CERC-NFRAP site within approximately 0.25 miles of the target property.

| <u>Equal/Higher Elevation</u> | <u>Address</u>          | <u>Dist / Dir</u> | <u>Map ID</u> | <u>Page</u> |
|-------------------------------|-------------------------|-------------------|---------------|-------------|
| SOUTHERN PACIFIC (ROUNDHOUSE) | CORNER OF FIRST & ROCKL | 1/8 - 1/4 WSW     | 21            | 22          |

**RCRIS:** The Resource Conservation and Recovery Act database includes selected information on sites that generate, store, treat, or dispose of hazardous waste as defined by the Act. The source of this database is the U.S. EPA.

A review of the RCRIS-SQG list, as provided by EDR, and dated 07/10/2002 has revealed that there is 1 RCRIS-SQG site within approximately 0.25 miles of the target property.

| <u>Equal/Higher Elevation</u> | <u>Address</u>                | <u>Dist / Dir</u>   | <u>Map ID</u> | <u>Page</u> |
|-------------------------------|-------------------------------|---------------------|---------------|-------------|
| <b>PACIFIC BELL</b>           | <b>HIGH &amp; OAK STREETS</b> | <b>1/8 - 1/4 SE</b> | <b>F22</b>    | <b>22</b>   |

### STATE ASTM STANDARD

**CAL-SITES:** Formerly known as ASPIS, this database contains both known and potential hazardous substance sites. The source is the California Department of Toxic Substance Control.

A review of the Cal-Sites list, as provided by EDR, has revealed that there are 2 Cal-Sites sites within approximately 1 mile of the target property.

| <u>Equal/Higher Elevation</u>  | <u>Address</u>         | <u>Dist / Dir</u> | <u>Map ID</u> | <u>Page</u> |
|--------------------------------|------------------------|-------------------|---------------|-------------|
| SOUTHERN PACIFIC ROUNDHOUSE, R | CORNER OF FIRST STREET | 1/8 - 1/4 WSW     | 25            | 24          |
| ROCKLIN DUMP                   | 4400 ROCKLIN ROAD      | 1/2 - 1 ESE       | 138           | 36          |

**CHMIRS:** The California Hazardous Material Incident Report System contains information on reported hazardous material incidents, i.e., accidental releases or spills. The source is the California Office of Emergency Services.

A review of the CHMIRS list, as provided by EDR, and dated 12/31/1994 has revealed that there is 1 CHMIRS site within approximately 1 mile of the target property.

| <u>Equal/Higher Elevation</u> | <u>Address</u>                 | <u>Dist / Dir</u>  | <u>Map ID</u> | <u>Page</u> |
|-------------------------------|--------------------------------|--------------------|---------------|-------------|
| <b>Not reported</b>           | <b>2275 SIERRA MEADOWS DRI</b> | <b>1/2 - 1 ENE</b> | <b>J41</b>    | <b>40</b>   |

**CORTESE:** This database identifies public drinking water wells with detectable levels of contamination, hazardous substance sites selected for remedial action, sites with known toxic material identified through the abandoned site assessment program, sites with USTs having a reportable release and all solid waste disposal facilities from which there is known migration. The source is the California Environmental Protection Agency/Office of Emergency Information.

A review of the Cortese list, as provided by EDR, has revealed that there are 16 Cortese sites within approximately 1 mile of the target property.

| <u>Equal/Higher Elevation</u>  | <u>Address</u>         | <u>Dist / Dir</u>  | <u>Map ID</u> | <u>Page</u> |
|--------------------------------|------------------------|--------------------|---------------|-------------|
| <b>ROCKLIN SERVICE STATION</b> | <b>4975 PACIFIC ST</b> | <b>0 - 1/8 NE</b>  | <b>A3</b>     | <b>6</b>    |
| <b>KEN'S TIRES</b>             | <b>5110 PACIFIC ST</b> | <b>0 - 1/8 SSW</b> | <b>B7</b>     | <b>10</b>   |

## EXECUTIVE SUMMARY

| <u>Equal/Higher Elevation</u> | <u>Address</u>        | <u>Dist / Dir</u> | <u>Map ID</u> | <u>Page</u> |
|-------------------------------|-----------------------|-------------------|---------------|-------------|
| FOOD & LIQUOR #91             | 3800 ROCKLIN RD       | 1/8 - 1/4SSW      | C11           | 16          |
| ROCKLIN MARKET SITE           | 4855 PACIFIC ST       | 1/8 - 1/4NE       | E19           | 19          |
| JERRY'S AUTO                  | 4850 PACIFIC ST       | 1/8 - 1/4NE       | E20           | 21          |
| PALMER PROPERTY               | 5250 PACIFIC ST       | 1/8 - 1/4SSW      | G26           | 24          |
| U S RENTALS                   | 4755 PACIFIC ST       | 1/4 - 1/2NE       | H32           | 28          |
| BULJAN OIL                    | PACIFIC / YANKEE HILL | 1/4 - 1/2NE       | 35            | 31          |
| HUNT PROPERTY                 | 5476 PACIFIC ST       | 1/2 - 1 SSW       | 36            | 33          |
| TOMS SIERRA #23               | 4395 ROCKLIN RD       | 1/2 - 1 ESE       | I37           | 34          |
| EXXON CO USA #70247           | 4450 ROCKLIN          | 1/2 - 1 ESE       | 39            | 36          |
| BEACON STATION #1             | 4505 PACIFIC ST       | 1/2 - 1 NE        | 40            | 39          |
| UNITED PARCEL SERVICE         | 2275 SIERRA MEADOWS   | 1/2 - 1 ENE       | J42           | 42          |
| ROCKLIN CITY CORPORATION      | 2555 CORPORATION YARD | 1/2 - 1 NE        | 43            | 44          |
| ARCO #5440 CASE #1            | 4500 ROCKLIN          | 1/2 - 1 ESE       | 44            | 45          |
| LOUISIANA PACIFIC CORP        | 4385 PACIFIC AVE      | 1/2 - 1 NE        | 45            | 47          |

**NOTIFY 65:** Notify 65 records contain facility notifications about any release that could impact drinking water and thereby expose the public to a potential health risk. The data come from the State Water Resources Control Board's Proposition 65 database.

A review of the Notify 65 list, as provided by EDR, has revealed that there are 2 Notify 65 sites within approximately 1 mile of the target property.

| <u>Equal/Higher Elevation</u> | <u>Address</u>   | <u>Dist / Dir</u> | <u>Map ID</u> | <u>Page</u> |
|-------------------------------|------------------|-------------------|---------------|-------------|
| JERRY'S AUTO                  | 4850 PACIFIC ST. | 1/8 - 1/4NE       | E24           | 23          |
| U S RENTALS                   | 4755 PACIFIC ST  | 1/4 - 1/2NE       | H32           | 28          |

**LUST:** The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the State Water Resources Control Board Leaking Underground Storage Tank Information System.

A review of the LUST list, as provided by EDR, and dated 07/11/2002 has revealed that there are 8 LUST sites within approximately 0.5 miles of the target property.

| <u>Equal/Higher Elevation</u> | <u>Address</u>        | <u>Dist / Dir</u> | <u>Map ID</u> | <u>Page</u> |
|-------------------------------|-----------------------|-------------------|---------------|-------------|
| ROCKLIN SERVICE STATION       | 4975 PACIFIC ST       | 0 - 1/8 NE        | A3            | 6           |
| KEN'S TIRES                   | 5110 PACIFIC ST       | 0 - 1/8 SSW       | B7            | 10          |
| FOOD & LIQUOR #91             | 3800 ROCKLIN RD       | 1/8 - 1/4SSW      | C11           | 16          |
| ROCKLIN MARKET SITE           | 4855 PACIFIC ST       | 1/8 - 1/4NE       | E19           | 19          |
| JERRY'S AUTO                  | 4850 PACIFIC ST       | 1/8 - 1/4NE       | E20           | 21          |
| PALMER PROPERTY               | 5250 PACIFIC ST       | 1/8 - 1/4SSW      | G26           | 24          |
| U S RENTALS                   | 4755 PACIFIC ST       | 1/4 - 1/2NE       | H32           | 28          |
| BULJAN OIL                    | PACIFIC / YANKEE HILL | 1/4 - 1/2NE       | 35            | 31          |

**UST:** The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the State Water Resources Control Board's Hazardous Substance Storage Container Database.

A review of the UST list, as provided by EDR, and dated 01/17/2002 has revealed that there are 2 UST sites within approximately 0.25 miles of the target property.

| <u>Equal/Higher Elevation</u> | <u>Address</u>  | <u>Dist / Dir</u> | <u>Map ID</u> | <u>Page</u> |
|-------------------------------|-----------------|-------------------|---------------|-------------|
| TOWER MART, DBA #91           | 3800 ROCKLIN RD | 1/8 - 1/4SSW      | C13           | 17          |

## EXECUTIVE SUMMARY

| <u>Equal/Higher Elevation</u> | <u>Address</u> | <u>Dist / Dir</u> | <u>Map ID</u> | <u>Page</u> |
|-------------------------------|----------------|-------------------|---------------|-------------|
| PACIFIC BELL (ROCKLIN)        | 5115 HIGH ST   | 1/8 - 1/4 SE      | F23           | 23          |

**CA FID:** The Facility Inventory Database contains active and inactive underground storage tank locations. The source is the State Water Resource Control Board.

A review of the CA FID UST list, as provided by EDR, has revealed that there are 3 CA FID UST sites within approximately 0.25 miles of the target property.

| <u>Equal/Higher Elevation</u> | <u>Address</u>  | <u>Dist / Dir</u> | <u>Map ID</u> | <u>Page</u> |
|-------------------------------|-----------------|-------------------|---------------|-------------|
| ROCKLIN ARCO                  | 4975 PACIFIC ST | 0 - 1/8 NE        | A2            | 6           |
| ROCKLIN BODY SHOP             | 3745 ROCKLIN RD | 1/8 - 1/4 SW      | D16           | 18          |
| ROCKLIN MARKET                | 4865 PACIFIC ST | 1/8 - 1/4 NE      | E17           | 19          |

**HIST UST:** Historical UST Registered Database.

A review of the HIST UST list, as provided by EDR, and dated 10/15/1990 has revealed that there are 5 HIST UST sites within approximately 0.25 miles of the target property.

| <u>Equal/Higher Elevation</u>  | <u>Address</u>  | <u>Dist / Dir</u> | <u>Map ID</u> | <u>Page</u> |
|--------------------------------|-----------------|-------------------|---------------|-------------|
| ROCKLIN ARCO                   | 4975 PACIFIC ST | 0 - 1/8 NE        | A4            | 8           |
| ROCKLIN ARCO                   | 4975 PACIFIC ST | 0 - 1/8 NE        | A5            | 9           |
| ROCKLIN BODY SHOP              | 3745 ROCKLIN RD | 1/8 - 1/4 SW      | D15           | 18          |
| ROCKLIN MARKET                 | 4865 PACIFIC ST | 1/8 - 1/4 NE      | E18           | 19          |
| MORRISON BUILDING MATERIALS, I | 4770 PACIFIC ST | 1/8 - 1/4 NE      | H29           | 26          |

### STATE OR LOCAL ASTM SUPPLEMENTAL

**CA SLIC:** SLIC Region comes from the California Regional Water Quality Control Board.

A review of the CA SLIC list, as provided by EDR, has revealed that there are 3 CA SLIC sites within approximately 0.5 miles of the target property.

| <u>Equal/Higher Elevation</u> | <u>Address</u>          | <u>Dist / Dir</u> | <u>Map ID</u> | <u>Page</u> |
|-------------------------------|-------------------------|-------------------|---------------|-------------|
| SUNSET MOLDING COMPANY**      | 4770 PACIFIC STREET, RO | 1/8 - 1/4 NE      | H28           | 26          |
| NIPPERT PAINTING**            | 5220 FRONT STREET, ROCK | 1/4 - 1/2 SW      | 33            | 31          |
| REDWOOD OIL COMPANY - ROCKLIN | 4690 PACIFIC STREET, RO | 1/4 - 1/2 NE      | 34            | 31          |

**HAZNET:** The data is extracted from the copies of hazardous waste manifests received each year by the DTSC. The annual volume of manifests is typically 700,000-1,000,000 annually, representing approximately 350,000-500,000 shipments. Data from non-California manifests & continuation sheets are not included at the present time. Data are from the manifests submitted without correction, and therefore many contain some invalid values for data elements such as generator ID, TSD ID, waste category, & disposal method. The source is the Department of Toxic Substance Control is the agency

A review of the HAZNET list, as provided by EDR, has revealed that there are 12 HAZNET sites within approximately 0.25 miles of the target property.

| <u>Equal/Higher Elevation</u> | <u>Address</u>      | <u>Dist / Dir</u> | <u>Map ID</u> | <u>Page</u> |
|-------------------------------|---------------------|-------------------|---------------|-------------|
| ROSS HEYN DDS                 | 4990 PACIFIC STREET | 0 - 1/8 NE        | A1            | 6           |

## EXECUTIVE SUMMARY

| <u>Equal/Higher Elevation</u>                           | <u>Address</u>         | <u>Dist / Dir</u>   | <u>Map ID</u> | <u>Page</u> |
|---|------------------------|---------------------|---------------|-------------|
| <b>ROCKLIN SERVICE STATION</b>                          | <b>4975 PACIFIC ST</b> | <b>0 - 1/8 NE</b>   | <b>A3</b>     | <b>6</b>    |
| PROPERTY OF JIM PALMER                                  | 5110 PACIFIC ST        | 0 - 1/8 SSW         | B6            | 10          |
| <b>KEN'S TIRES</b>                                      | <b>5110 PACIFIC ST</b> | <b>0 - 1/8 SSW</b>  | <b>B7</b>     | <b>10</b>   |
| KEN TIRES   | 5135 PACIFIC ST        | 0 - 1/8 SSW         | B8            | 13          |
| HONG KIM  | 5140 PACIFIC ST        | 0 - 1/8 SSW         | 9             | 14          |
| BELL CHIROPRACTIC CLINIC                                | 5175 PACIFIC ST STE D  | 1/8 - 1/4SSW        | C10           | 15          |
| CHEAPER #91   | 3800 ROCKLIN RD        | 1/8 - 1/4SSW        | C12           | 17          |
| <b>CITY OF ROCKLIN/ENGINEERING &amp;<br/>JIM PALMER</b> | <b>3745 ROCKLIN RD</b> | <b>1/8 - 1/4SW</b>  | <b>D14</b>    | <b>18</b>   |
| STUBBLEFIELD CHIROPRACTIC, INC                          | <b>5250 PACIFIC ST</b> | <b>1/8 - 1/4SSW</b> | <b>G27</b>    | <b>26</b>   |
| CHARLIE FRANK, ARNOLD BORDGFEL                          | 4035 ROCKLIN RD        | 1/8 - 1/4SSE        | 30            | 27          |
|   | 4700 3RD STREET        | 1/8 - 1/4NNW        | 31            | 27          |

## EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped:

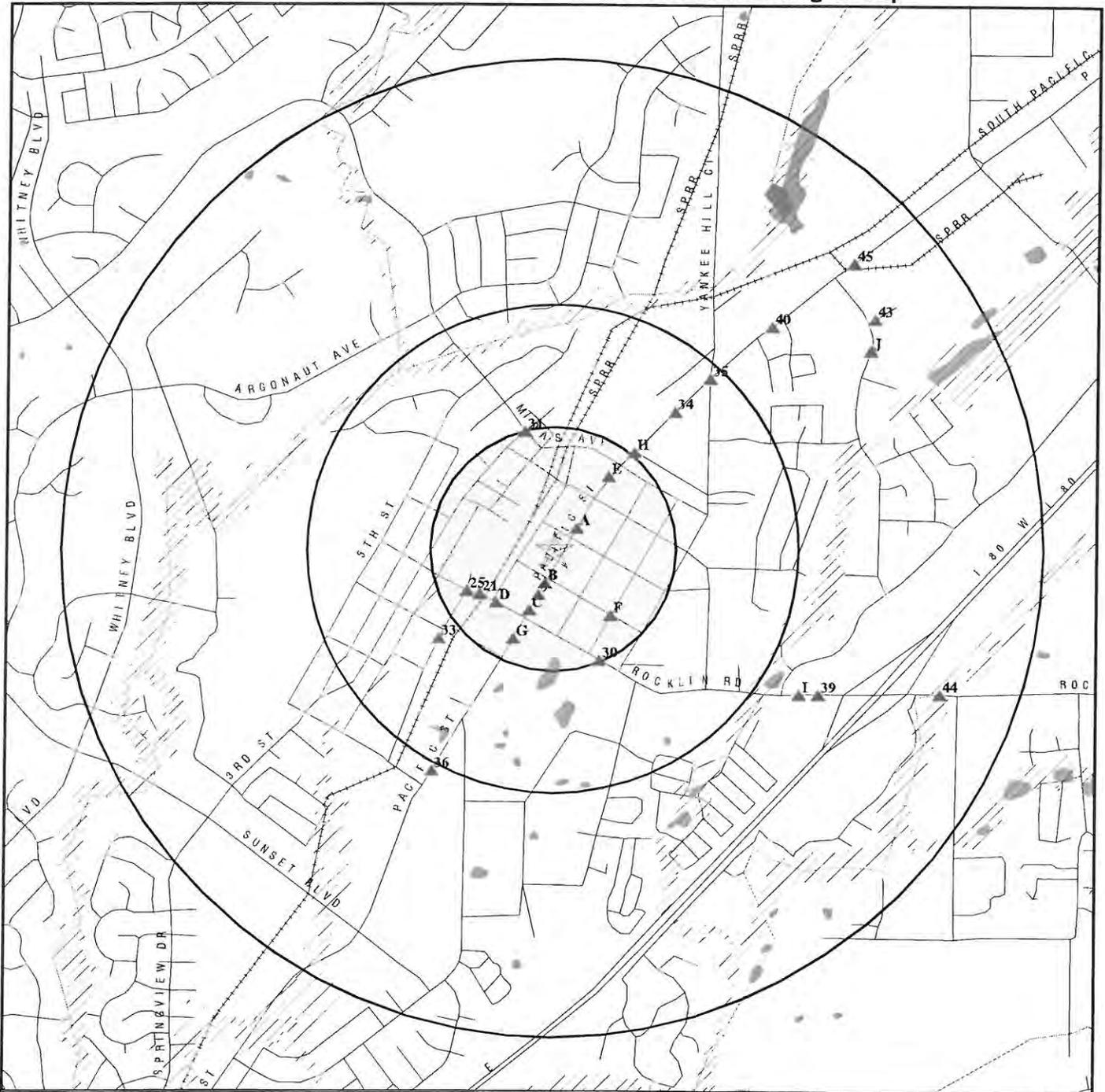
Site Name

JE PALMER  
AUTOWEST HONDA P D I FACILITY  
KINDER MORGAN ENERGY PARTNERS, ROCKLIN LEAK  
FOREST PRODUCTS MANUFACTURING  
SUNSET WEST\*\*

Database(s)

HAZNET  
RCRIS-SQG  
CA SLIC  
CA SLIC  
CA SLIC

# OVERVIEW MAP - 0857191.1r - Anderson Consulting Group



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Coal Gasification Sites
- ▨ National Priority List Sites
- ▩ Landfill Sites

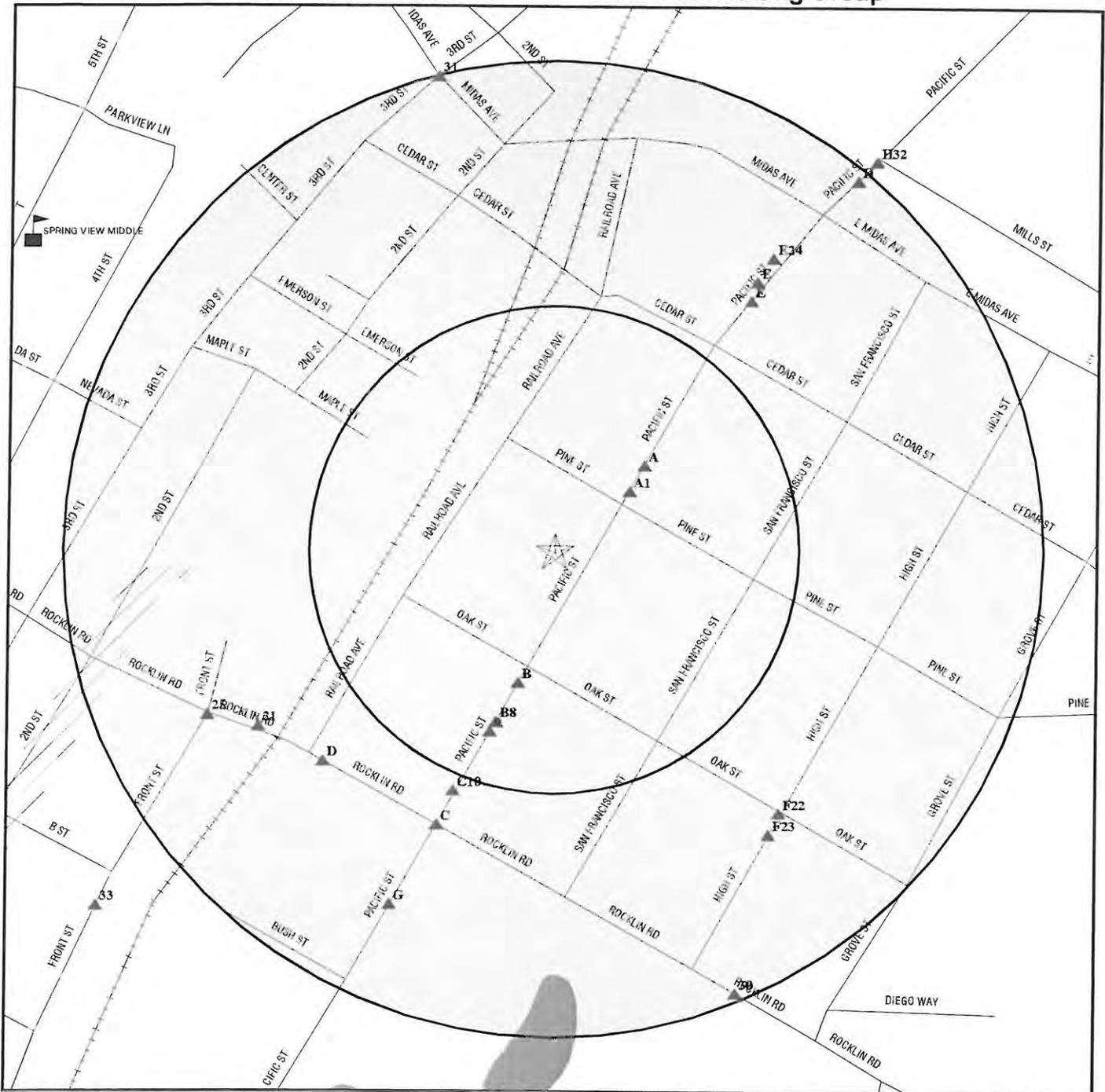


- ⚡ Power transmission lines
- 🛢️ Oil & Gas pipelines
- ▨ 100-year flood zone
- ▩ 500-year flood zone
- Wetlands
- ▨ Areas of Concern

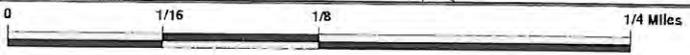
**TARGET PROPERTY:** Vivilacqua Property  
**ADDRESS:** Pacific St/Oak St/Pine St  
**CITY/STATE/ZIP:** Rocklin CA 95677  
**LAT/LONG:** 38.7928 / 121.2349

**CUSTOMER:** Anderson Consulting Group  
**CONTACT:** Bryan C. Yates  
**INQUIRY #:** 0857191.1r  
**DATE:** October 02, 2002 3:48 pm

# DETAIL MAP - 0857191.1r - Anderson Consulting Group



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Coal Gasification Sites
- ⚡ Sensitive Receptors
- ☒ National Priority List Sites
- ☒ Landfill Sites
- ⚡ Power transmission lines
- ⚡ Oil & Gas pipelines
- ▨ 100-year flood zone
- ▨ 500-year flood zone
- Wetlands
- ▨ Areas of Concern



TARGET PROPERTY: Vivilacqua Property  
 ADDRESS: Pacific St/Oak St/Pine St  
 CITY/STATE/ZIP: Rocklin CA 95677  
 LAT/LONG: 38.7928 / 121.2349

CUSTOMER: Anderson Consulting Group  
 CONTACT: Bryan C. Yates  
 INQUIRY #: 0857191.1r  
 DATE: October 02, 2002 3:50 pm

## MAP FINDINGS SUMMARY

| Database                                       | Target Property | Search Distance (Miles) | < 1/8 | 1/8 - 1/4 | 1/4 - 1/2 | 1/2 - 1 | > 1 | Total Plotted |
|--|-----------------|-------------------------|-------|-----------|-----------|---------|-----|---------------|
| <b><u>FEDERAL ASTM STANDARD</u></b>            |                 |                         |       |           |           |         |     |               |
| NPL  |                 | 1.000                   | 0     | 0         | 0         | 0       | NR  | 0             |
| Proposed NPL                                   |                 | 1.000                   | 0     | 0         | 0         | 0       | NR  | 0             |
| CERCLIS  |                 | 0.500                   | 0     | 0         | 0         | NR      | NR  | 0             |
| CERC-NFRAP                                     |                 | 0.250                   | 0     | 1         | NR        | NR      | NR  | 1             |
| CORRACTS                                       |                 | 1.000                   | 0     | 0         | 0         | 0       | NR  | 0             |
| RCRIS-TSD                                      |                 | 0.500                   | 0     | 0         | 0         | NR      | NR  | 0             |
| RCRIS Lg. Quan. Gen.                           |                 | 0.250                   | 0     | 0         | NR        | NR      | NR  | 0             |
| RCRIS Sm. Quan. Gen.                           |                 | 0.250                   | 0     | 1         | NR        | NR      | NR  | 1             |
| ERNS   |                 | TP                      | NR    | NR        | NR        | NR      | NR  | 0             |
| <b><u>STATE ASTM STANDARD</u></b>              |                 |                         |       |           |           |         |     |               |
| AWP  |                 | 1.000                   | 0     | 0         | 0         | 0       | NR  | 0             |
| Cal-Sites                                      |                 | 1.000                   | 0     | 1         | 0         | 1       | NR  | 2             |
| CHMIRS   |                 | 1.000                   | 0     | 0         | 0         | 1       | NR  | 1             |
| Cortese  |                 | 1.000                   | 2     | 4         | 2         | 8       | NR  | 16            |
| Notify 65                                      |                 | 1.000                   | 0     | 1         | 1         | 0       | NR  | 2             |
| Toxic Pits                                     |                 | 1.000                   | 0     | 0         | 0         | 0       | NR  | 0             |
| State Landfill                                 |                 | 0.500                   | 0     | 0         | 0         | NR      | NR  | 0             |
| WMUDS/SWAT                                     |                 | 0.500                   | 0     | 0         | 0         | NR      | NR  | 0             |
| LUST   |                 | 0.500                   | 2     | 4         | 2         | NR      | NR  | 8             |
| CA Bond Exp. Plan                              |                 | 1.000                   | 0     | 0         | 0         | 0       | NR  | 0             |
| UST  |                 | 0.250                   | 0     | 2         | NR        | NR      | NR  | 2             |
| CA FID UST                                     |                 | 0.250                   | 1     | 2         | NR        | NR      | NR  | 3             |
| HIST UST                                       |                 | 0.250                   | 2     | 3         | NR        | NR      | NR  | 5             |
| <b><u>FEDERAL ASTM SUPPLEMENTAL</u></b>        |                 |                         |       |           |           |         |     |               |
| CONSENT  |                 | 1.000                   | 0     | 0         | 0         | 0       | NR  | 0             |
| ROD  |                 | 1.000                   | 0     | 0         | 0         | 0       | NR  | 0             |
| Delisted NPL                                   |                 | 1.000                   | 0     | 0         | 0         | 0       | NR  | 0             |
| FINDS  |                 | TP                      | NR    | NR        | NR        | NR      | NR  | 0             |
| HMIRS  |                 | TP                      | NR    | NR        | NR        | NR      | NR  | 0             |
| MLTS   |                 | TP                      | NR    | NR        | NR        | NR      | NR  | 0             |
| MINES  |                 | 0.250                   | 0     | 0         | NR        | NR      | NR  | 0             |
| NPL Liens                                      |                 | TP                      | NR    | NR        | NR        | NR      | NR  | 0             |
| PADS   |                 | TP                      | NR    | NR        | NR        | NR      | NR  | 0             |
| RAATS  |                 | TP                      | NR    | NR        | NR        | NR      | NR  | 0             |
| TRIS   |                 | TP                      | NR    | NR        | NR        | NR      | NR  | 0             |
| TSCA   |                 | TP                      | NR    | NR        | NR        | NR      | NR  | 0             |
| SSTS   |                 | TP                      | NR    | NR        | NR        | NR      | NR  | 0             |
| FTTS   |                 | TP                      | NR    | NR        | NR        | NR      | NR  | 0             |
| <b><u>STATE OR LOCAL ASTM SUPPLEMENTAL</u></b> |                 |                         |       |           |           |         |     |               |
| AST  |                 | TP                      | NR    | NR        | NR        | NR      | NR  | 0             |

## MAP FINDINGS SUMMARY

| <u>Database</u>                                    | <u>Target Property</u> | <u>Search Distance (Miles)</u> | <u>&lt; 1/8</u> | <u>1/8 - 1/4</u> | <u>1/4 - 1/2</u> | <u>1/2 - 1</u> | <u>&gt; 1</u> | <u>Total Plotted</u> |
|--|------------------------|--------------------------------|-----------------|------------------|------------------|----------------|---------------|----------------------|
| CLEANERS   |                        | 0.250                          | 0               | 0                | NR               | NR             | NR            | 0                    |
| CA WDS   | TP                     |                                | NR              | NR               | NR               | NR             | NR            | 0                    |
| DEED   | TP                     |                                | NR              | NR               | NR               | NR             | NR            | 0                    |
| CA SLIC  |                        | 0.500                          | 0               | 1                | 2                | NR             | NR            | 3                    |
| HAZNET   |                        | 0.250                          | 6               | 6                | NR               | NR             | NR            | 12                   |
| PLACER CO. MS                                      | TP                     |                                | NR              | NR               | NR               | NR             | NR            | 0                    |
| <b><u>EDR PROPRIETARY HISTORICAL DATABASES</u></b> |                        |                                |                 |                  |                  |                |               |                      |
| Coal Gas   |                        | 1.000                          | 0               | 0                | 0                | 0              | NR            | 0                    |

TP = Target Property

NR = Not Requested at this Search Distance

\* Sites may be listed in more than one database

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
 EPA ID Number

Coal Gas Site Search: No site was found in a search of Real Property Scan's ENVIROHAZ database.

A1 ROSS HEYN DDS HAZNET S102816750  
 NE 4990 PACIFIC STREET EPA ID Number  
 < 1/8 ROCKLIN, CA 95677 N/A  
 260 ft.  
 Higher Site 1 of 5 in cluster A

HAZNET:  
 Gepaid: CAL000091356  
 Tepaid: CAD070148432  
 Gen County: Placer  
 Tsd County: 1  
 Tons: .0208  
 Category: Photochemicals/photoprocessing waste  
 Disposal Method: Treatment, Incineration  
 Contact: ROSS A HEYN DDS  
 Telephone: (916) 624-8597  
 Mailing Address: 4990 PACIFIC ST  
 ROCKLIN, CA 95677  
 County Placer  
 Gepaid: CAL000091356  
 Tepaid: CAD008302903  
 Gen County: Placer  
 Tsd County: Los Angeles  
 Tons: .8428  
 Category: Other organic solids  
 Disposal Method: Not reported  
 Contact: ROSS A HEYN DDS  
 Telephone: (916) 624-8597  
 Mailing Address: 4990 PACIFIC ST  
 ROCKLIN, CA 95677  
 County Placer  
 Gepaid: CAL000091356  
 Tepaid: CA0000084517  
 Gen County: Placer  
 Tsd County: Sacramento  
 Tons: .0208  
 Category: Photochemicals/photoprocessing waste  
 Disposal Method: Transfer Station  
 Contact: ROSS A HEYN DDS  
 Telephone: (916) 624-8597  
 Mailing Address: 4990 PACIFIC ST  
 ROCKLIN, CA 95677  
 County Placer

A2 ROCKLIN ARCO CA FID UST S101627983  
 NE 4975 PACIFIC ST EPA ID Number  
 < 1/8 ROCKLIN, CA 95677 N/A  
 335 ft.  
 Higher Site 2 of 5 in cluster A

A3 ROCKLIN SERVICE STATION HAZNET S101331661  
 NE 4975 PACIFIC ST LUST EPA ID Number  
 < 1/8 ROCKLIN, CA 95677 Cortese  
 335 ft. CA PLACER CO. MS  
 Higher Site 3 of 5 in cluster A

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

ROCKLIN SERVICE STATION (Continued)

S101331661

State LUST:  
Cross Street: PINE ST  
Qty Leaked: Not reported  
Case Number: 310224  
Reg Board: 5  
Chemical: Gasoline  
Lead Agency: Regional Board  
Local Agency: 31000  
Case Type: Aquifer affected  
Status: Not reported  
County: Placer  
Review Date: 4/13/94  
Workplan: Not reported  
Pollution Char: Not reported  
Remed Action: 11/15/00  
Close Date: Not reported  
Release Date: Not reported  
Cleanup Fund Id: Not reported  
Discover Date: 4/13/94  
Enforcement Dt: 1/1/65  
Enf Type: None Taken  
Enter Date: 9/25/92  
Funding: Not reported  
Staff Initials: UNK  
How Discovered: Tank Closure  
How Stopped: Close Tank  
Interim: Not reported  
Leak Cause: Unknown  
Leak Source: Unknown  
MTBE Date: 6/28/01  
Max MTBE GW: 27  
MTBE Tested: MTBE Detected. Site tested for MTBE & MTBE detected  
Priority: High priority  
Local Case #: Not reported  
Beneficial: Not reported  
Staff: PRS  
GW Qualifies: =  
Max MTBE Soil: Not reported  
Soil Qualifies: Not reported  
Hydr Basin #: Not reported  
Operator: Not reported  
Oversight Prgm: RB Lead Underground Storage Tank  
Oversight Prgm: UST  
Review Date: 11/15/00  
Stop Date: Not reported  
Work Suspended: N  
Responsible Party: ROCKLIN SERVICE STATION  
RP Address: 830 COMMON DR, SACRAMENTO, CA 95825  
Global Id: T0606100179  
Org Name: Not reported  
Contact Person: Not reported  
MTBE Conc: 6  
Mtb Fuel: Not reported  
Water System Name: CREEKSIDE VILLAGE APARTMENTS  
Well Name: WELL 01  
Distance To Lust: 4883.676595  
Waste Discharge Global ID: Not reported

Confirm Leak: 4/13/94  
Prelim Assess: Not reported  
Remed Plan: Not reported  
Monitoring: 11/15/00

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

**ROCKLIN SERVICE STATION (Continued)**

**S101331661**

Waste Disch Assigned Name: Not reported

LUST Region 5:

Substance: GASOLINE  
Case Type: Aquifer affected  
Program: LUST  
Staff Initials: PRS Case Number: 310224  
Status: Post remedial action monitoring  
MTBE Code: 0  
Responsible Party: ROCKLIN SERVICE STATION  
County Name: PLACER

HAZNET:

Gepaid: CAL000073134  
Tepaid: CAD009466392  
Gen County: Placer  
Tsd County: 7  
Tons: 10.7500  
Category: Other empty containers 30 gallons or more  
Disposal Method: Recycler  
Contact: Not reported  
Telephone: (000) 000-0000  
Mailing Address: 2518 B STREET  
SACRAMENTO, CA 95816  
County: Placer

CORTESE:

Reg Id: 310224  
Region: CORTESE  
Reg By: Leaking Underground Storage Tanks

Placer MS:

Facility ID: PR0004437  
District Code: 11  
Facility Status: Active

Facility ID: PR0001258  
District Code: 11  
Facility Status: Closed

Facility ID: PR0003150  
District Code: 11  
Facility Status: Closed

A4  
NE  
< 1/8  
335 ft.  
Higher

**ROCKLIN ARCO**  
**4975 PACIFIC ST**  
**ROCKLIN, CA 95677**  
  
**Site 4 of 5 in cluster A**

HIST UST U001613788  
N/A

UST HIST:

Facility ID: 68770  
Tank Num: 1  
Tank Capacity: 0  
Tank Used for: WASTE  
Type of Fuel: Not Reported  
Leak Detection: None  
Contact Name: EDIE LEMOS  
Total Tanks: 4  
Facility Type: 1  
  
Container Num: 4  
Year Installed: Not reported  
Tank Construction: X centimeters  
Telephone: (916) 624-8427  
Region: STATE  
Other Type: Not reported

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s)  
EDR ID Number  
EPA ID Number

ROCKLIN ARCO (Continued)

U001613788

Facility ID: 68770  
Tank Num: 2  
Tank Capacity: 7500  
Tank Used for: PRODUCT  
Type of Fuel: DIESEL  
Leak Detection: None  
Contact Name: EDIE LEMOS  
Total Tanks: 4  
Facility Type: 1  
Container Num: 3  
Year Installed: Not reported  
Tank Construction: Not reported  
Telephone: (916) 624-8427  
Region: STATE  
Other Type: Not reported

Facility ID: 68770  
Tank Num: 3  
Tank Capacity: 8000  
Tank Used for: PRODUCT  
Type of Fuel: REGULAR  
Leak Detection: None  
Contact Name: EDIE LEMOS  
Total Tanks: 4  
Facility Type: 1  
Container Num: 1  
Year Installed: Not reported  
Tank Construction: Not reported  
Telephone: (916) 624-8427  
Region: STATE  
Other Type: Not reported

Facility ID: 68770  
Tank Num: 4  
Tank Capacity: 5000  
Tank Used for: PRODUCT  
Type of Fuel: UNLEADED  
Leak Detection: None  
Contact Name: EDIE LEMOS  
Total Tanks: 4  
Facility Type: 1  
Container Num: 2  
Year Installed: Not reported  
Tank Construction: Not reported  
Telephone: (916) 624-8427  
Region: STATE  
Other Type: Not reported

A5  
NE  
< 1/8  
335 ft.  
Higher

ROCKLIN ARCO  
4975 PACIFIC ST  
ROCKLIN, CA 95677  
Site 5 of 5 in cluster A

HIST UST U001613787  
N/A

UST HIST:

Facility ID: 57658  
Tank Num: 1  
Tank Capacity: 7500  
Tank Used for: PRODUCT  
Type of Fuel: UNLEADED  
Leak Detection: Stock Inventor  
Contact Name: MR. G RIGGLE  
Total Tanks: 3  
Facility Type: 1  
Container Num: 2  
Year Installed: Not reported  
Tank Construction: Not reported  
Telephone: (916) 624-8427  
Region: STATE  
Other Type: Not reported

Facility ID: 57658  
Tank Num: 2  
Tank Capacity: 7500  
Tank Used for: PRODUCT  
Type of Fuel: DIESEL  
Leak Detection: Stock Inventor  
Contact Name: MR. G RIGGLE  
Total Tanks: 3  
Facility Type: 1  
Container Num: 3  
Year Installed: Not reported  
Tank Construction: Not reported  
Telephone: (916) 624-8427  
Region: STATE  
Other Type: Not reported

Facility ID: 57658

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation

**MAP FINDINGS**

Database(s)      EDR ID Number  
EPA ID Number

**ROCKLIN ARCO (Continued)**

**U001613787**

|                 |                |                    |                |
|-----------------|----------------|--------------------|----------------|
| Tank Num:       | 3              | Container Num:     | 1              |
| Tank Capacity:  | 7500           | Year Installed:    | Not reported   |
| Tank Used for:  | PRODUCT        | Tank Construction: | Not reported   |
| Type of Fuel:   | REGULAR        | Telephone:         | (916) 624-8427 |
| Leak Detection: | Stock Inventor | Region:            | STATE          |
| Contact Name:   | MR. G RIGGLE   | Other Type:        | Not reported   |
| Total Tanks:    | 3              |                    |                |
| Facility Type:  | 1              |                    |                |

**B6  
SSW  
< 1/8  
370 ft.  
Higher**

**PROPERTY OF JIM PALMER  
5110 PACIFIC ST  
ROCKLIN, CA 95677  
Site 1 of 3 in cluster B**

**HAZNET      S103982844  
N/A**

**HAZNET:**

|                  |                                       |
|------------------|---------------------------------------|
| Gepaid:          | CAP400480037                          |
| Tepaid:          | CAD980883177                          |
| Gen County:      | 0                                     |
| Tsd County:      | Kern                                  |
| Tons:            | 15.1704                               |
| Category:        | Contaminated soil from site clean-ups |
| Disposal Method: | Not reported                          |
| Contact:         | Not reported                          |
| Telephone:       | (000) 000-0000                        |
| Mailing Address: | 00000                                 |
| County:          | 0                                     |
| Gepaid:          | CAP400480037                          |
| Tepaid:          | CAD980883177                          |
| Gen County:      | 0                                     |
| Tsd County:      | Kern                                  |
| Tons:            | 15.1704                               |
| Category:        | Contaminated soil from site clean-ups |
| Disposal Method: | Recycler                              |
| Contact:         | Not reported                          |
| Telephone:       | (000) 000-0000                        |
| Mailing Address: | 00000                                 |
| County:          | 0                                     |

**B7  
SSW  
< 1/8  
370 ft.  
Higher**

**KEN'S TIRES  
5110 PACIFIC ST  
ROCKLIN, CA 95677  
Site 2 of 3 in cluster B**

**HAZNET      S101331651  
LUST      N/A  
Cortese  
CA PLACER CO. MS**

**State LUST:**

|                |                  |                |              |
|----------------|------------------|----------------|--------------|
| Cross Street:  | Not reported     | Confirm Leak:  | Not reported |
| Qty Leaked:    | Not reported     | Prelim Assess: | Not reported |
| Case Number:   | 310212           |                |              |
| Reg Board:     | 5                |                |              |
| Chemical:      | Gasoline         |                |              |
| Lead Agency:   | Regional Board   |                |              |
| Local Agency : | 31000            |                |              |
| Case Type:     | Aquifer affected |                |              |
| Status:        | Not reported     |                |              |
| County:        | Placer           |                |              |
| Review Date:   | Not reported     |                |              |
| Workplan:      | Not reported     |                |              |

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

**KEN'S TIRES (Continued)**

**S101331651**

Pollution Char: Not reported  
Remed Action: Not reported  
Close Date: 4/7/99  
Release Date: Not reported  
Cleanup Fund Id : Not reported  
Discover Date : Not reported  
Enforcement Dt : 1/1/65  
Enf Type: None Taken  
Enter Date : 9/25/92  
Funding: Not reported  
Staff Initials: UNK  
How Discovered: Not reported  
How Stopped: Tank Closure  
Interim : Not reported  
Leak Cause: Unknown  
Leak Source: Unknown  
MTBE Date : Not reported  
Max MTBE GW : Not reported  
MTBE Tested: Site NOT Tested for MTBE.Includes Unknown and Not Analyzed.  
Priority: Medium priority  
Local Case # : Not reported  
Beneficial: Not reported  
Staff : PRS  
GW Qualifies : Not reported  
Max MTBE Soil : Not reported  
Soil Qualifies : Not reported  
Hydr Basin #: Not reported  
Operator : Not reported  
Oversight Prgm: RB Lead Underground Storage Tank  
Oversight Prgm : UST  
Review Date : 4/12/99  
Stop Date : 6/1/94  
Work Suspended :N  
Responsible Party:KEN'S BRAKES  
RP Address: Not reported  
Global Id: T0606100170  
Org Name: Not reported  
Contact Person: Not reported  
MTBE Conc: 0  
Mtb Fuel: Not reported  
Water System Name: CREEKSIDE VILLAGE APARTMENTS  
Well Name: WELL 01  
Distance To LUST: 4871.586039  
Waste Discharge Global ID: Not reported  
Waste Disch Assigned Name: Not reported

Remed Plan: Not reported  
Monitoring: Not reported

**LUST Region 5:**

Substance: GASOLINE  
Case Type: Aquifer affected  
Program: LUST  
Staff Initials: PRS  
Status: Case Closed  
MTBE Code: 9  
Respble Party: KEN'S BRAKES  
County Name: PLACER

Case Number: 310212

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

KEN'S TIRES (Continued)

S101331651

HAZNET:

Gepaid: CAC000739688  
Tepaid: CAD009466392  
Gen County: Placer  
Tsd County: 7  
Tons: .1250  
Category: Other empty containers 30 gallons or more  
Disposal Method: Recycler  
Contact: KEN'S TIRES  
Telephone: (000) 000-0000  
Mailing Address: P O BOX 1027  
RANCHO MIRAGE, CA 92270

County Placer

Gepaid: CAC000739688  
Tepaid: CAD009466392  
Gen County: Placer  
Tsd County: 7  
Tons: 1.0930  
Category: Other empty containers 30 gallons or more  
Disposal Method: Not reported  
Contact: KEN'S TIRES  
Telephone: (000) 000-0000  
Mailing Address: P O BOX 1027  
RANCHO MIRAGE, CA 92270

County Placer

Gepaid: CAC000739688  
Tepaid: CAD083166728  
Gen County: Placer  
Tsd County: Stanislaus  
Tons: 3.3151  
Category: Waste oil and mixed oil  
Disposal Method: Not reported  
Contact: KEN'S TIRES  
Telephone: (000) 000-0000  
Mailing Address: P O BOX 1027  
RANCHO MIRAGE, CA 92270

County Placer

Gepaid: CAC000739688  
Tepaid: CAD980883177  
Gen County: Placer  
Tsd County: Kern  
Tons: 3.3151  
Category: Waste oil and mixed oil  
Disposal Method: Recycler  
Contact: KEN'S TIRES  
Telephone: (000) 000-0000  
Mailing Address: P O BOX 1027  
RANCHO MIRAGE, CA 92270

County Placer

CORTESE:

Reg Id: 310212  
Region: CORTESE  
Reg By: Leaking Underground Storage Tanks

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

**KEN'S TIRES (Continued)**

S101331651

Placer MS:

Facility ID: PR0004282  
District Code: 17  
Facility Status: Active

Facility ID: PR0000668  
District Code: 17  
Facility Status: Closed

Facility ID: PR0002988  
District Code: 17  
Facility Status: Closed

B8  
SSW  
< 1/8  
488 ft.  
Higher

**KEN TIRES**  
5135 PACIFIC ST  
ROCKLIN, CA 95677

HAZNET S100865643  
N/A

Site 3 of 3 in cluster B

HAZNET:

Gepaid: CAL000071216  
Tepaid: CAD003963592  
Gen County: Placer  
Tsd County: Santa Clara  
Tons: .7500

Category: Metal sludge - Alkaline solution (pH <UN-> 12.5) with metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc)

Disposal Method: Recycler  
Contact: Not reported  
Telephone: (000) 000-0000  
Mailing Address: 5135 PACIFIC ST  
ROCKLIN, CA 95677 - 2709  
County Placer

Gepaid: CAL000071216  
Tepaid: CAD981161367  
Gen County: Placer  
Tsd County: Marin  
Tons: .1000

Category: Metal sludge - Alkaline solution (pH <UN-> 12.5) with metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc)

Disposal Method: Recycler  
Contact: Not reported  
Telephone: (000) 000-0000  
Mailing Address: 5135 PACIFIC ST  
ROCKLIN, CA 95677 - 2709  
County Placer

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

KEN TIRES (Continued)

S100865643

Gepaid: CAL000071216  
Tepaid: CAD003896592  
Gen County: Placer  
Tsd County: 0  
Tons: .3000  
Category: Metal sludge - Alkaline solution (pH <UN> 12.5) with metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc)  
Disposal Method: Not reported  
Contact: Not reported  
Telephone: (000) 000-0000  
Mailing Address: 5135 PACIFIC ST  
ROCKLIN, CA 95677 - 2709  
County Placer  
Gepaid: CAL000071216  
Tepaid: CAD003963592  
Gen County: Placer  
Tsd County: Santa Clara  
Tons: 14.0946  
Category: Photochemicals/photoprocessing waste  
Disposal Method: Recycler  
Contact: Not reported  
Telephone: (000) 000-0000  
Mailing Address: 5135 PACIFIC ST  
ROCKLIN, CA 95677 - 2709  
County Placer  
Gepaid: CAL000071216  
Tepaid: CAL000121946  
Gen County: Placer  
Tsd County: Marin  
Tons: 3.2317  
Category: Photochemicals/photoprocessing waste  
Disposal Method: Recycler  
Contact: Not reported  
Telephone: (000) 000-0000  
Mailing Address: 5135 PACIFIC ST  
ROCKLIN, CA 95677 - 2709  
County Placer

The CA HAZNET database contains 5 additional records for this site.  
Please contact your EDR Account Executive for more information.

9 HONG KIM  
SSW 5140 PACIFIC ST  
< 1/8 ROCKLIN, CA 95677  
518 ft.  
Higher

HAZNET S104565858  
N/A

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

HONG KIM (Continued)

S104565858

HAZNET:  
Gepaid: CAC001178736  
Tepaid: CAD981382732  
Gen County: Placer  
Tsd County: 1  
Tons: 2.5284  
Category: Asbestos-containing waste  
Disposal Method: Disposal, Land Fill  
Contact: HONG KIM  
Telephone: (000) 000-0000  
Mailing Address: 5140 PACIFIC ST  
ROCKLIN, CA 95677  
County Placer

C10  
SSW  
1/8-1/4  
703 ft.  
Higher

BELL CHIROPRACTIC CLINIC  
5175 PACIFIC ST STE D  
ROCKLIN, CA 95677

HAZNET S100856279  
N/A

Site 1 of 4 in cluster C

HAZNET:  
Gepaid: CAL000075139  
Tepaid: NVD981639826  
Gen County: Placer  
Tsd County: 99  
Tons: .0582  
Category: Alkaline solution (pH <UN-> 12.5) with metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc)  
Disposal Method: Recycler  
Contact: WINONA LEASEING  
Telephone: (000) 000-0000  
Mailing Address: 4157 ROCKLIN RD #C  
ROCKLIN, CA 95677  
County Placer  
Gepaid: CAL000075139  
Tepaid: NVD981639826  
Gen County: Placer  
Tsd County: 99  
Tons: .0000  
Category:  
Disposal Method: \*\*\*  
Contact: WINONA LEASEING  
Telephone: (000) 000-0000  
Mailing Address: 4157 ROCKLIN RD #C  
ROCKLIN, CA 95677  
County Placer  
Gepaid: CAL000075139  
Tepaid: CAD982513814  
Gen County: Placer  
Tsd County: Sacramento  
Tons: .0250  
Category: Photochemicals/photoprocessing waste  
Disposal Method: Recycler  
Contact: WINONA LEASEING  
Telephone: (000) 000-0000  
Mailing Address: 4157 ROCKLIN RD #C

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
 EPA ID Number

**BELL CHIROPRACTIC CLINIC (Continued)**

S100856279

County ROCKLIN, CA 95677  
 Placer

C11  
 SSW  
 1/8-1/4  
 805 ft.  
 Higher

**FOOD & LIQUOR #91**  
**3800 ROCKLIN RD**  
**ROCKLIN, CA**  
 Site 2 of 4 in cluster C

LUST S100231303  
 Cortese N/A

State LUST:

|                    |   |                |              |
|--------------------|---|----------------|--------------|
| Cross Street:      | Not reported  | Confirm Leak:  | Not reported |
| Qty Leaked:        | Not reported  | Prelim Assess: | Not reported |
| Case Number        | 310022  | Remed Plan:    | Not reported |
| Reg Board:         | 5   | Monitoring:    | Not reported |
| Chemical:          | Gasoline  |                |              |
| Lead Agency:       | Regional Board  |                |              |
| Local Agency :     | 31000   |                |              |
| Case Type:         | Aquifer affected  |                |              |
| Status:            | Not reported  |                |              |
| County:            | Placer  |                |              |
| Review Date:       | Not reported  |                |              |
| Workplan:          | Not reported  |                |              |
| Pollution Char:    | Not reported  |                |              |
| Remed Action:      | Not reported  |                |              |
| Close Date:        | Not reported  |                |              |
| Release Date:      | Not reported  |                |              |
| Cleanup Fund Id :  | Not reported  |                |              |
| Discover Date :    | Not reported  |                |              |
| Enforcement Dt :   | 7/9/01  |                |              |
| Enf Type:          | Informal Enforcement Actions, including Notices of Violations and Staff Enforcement Letters |                |              |
| Enter Date :       | 4/14/88   |                |              |
| Funding:           | Not reported  |                |              |
| Staff Initials:    | UNK   |                |              |
| How Discovered:    | Not reported  |                |              |
| How Stopped:       | Not reported  |                |              |
| Interim :          | Not reported  |                |              |
| Leak Cause:        | Not reported  |                |              |
| Leak Source:       | Not reported  |                |              |
| MTBE Date :        | 5/23/01   |                |              |
| Max MTBE GW :      | 460   |                |              |
| MTBE Tested:       | MTBE Detected. Site tested for MTBE & MTBE detected   |                |              |
| Priority:          | High priority   |                |              |
| Local Case # :     | Not reported  |                |              |
| Beneficial:        | Not reported  |                |              |
| Staff :            | PRS   |                |              |
| GW Qualifies :     | =   |                |              |
| Max MTBE Soil :    | Not reported  |                |              |
| Soil Qualifies :   | Not reported  |                |              |
| Hydr Basin #:      | Not reported  |                |              |
| Operator :         | Not reported  |                |              |
| Oversight Prgm:    | RB Lead Underground Storage Tank  |                |              |
| Oversight Prgm :   | UST   |                |              |
| Review Date :      | 12/15/00  |                |              |
| Stop Date :        | Not reported  |                |              |
| Work Suspended :   | N   |                |              |
| Responsible Party: | FOOD & LIQUOR   |                |              |
| RP Address:        | 11484 B AVENUE, AUBURN, CA 95603  |                |              |
| Global Id:         | T0606100020   |                |              |
| Org Name:          | Not reported  |                |              |

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation Site

Database(s) EDR ID Number  
 EPA ID Number

**FOOD & LIQUOR #91 (Continued)**

**S100231303**

Contact Person: Not reported  
 MTBE Conc: 2  
 Mtb Fuel: Not reported  
 Water System Name: CREEKSIDE VILLAGE APARTMENTS  
 Well Name: WELL 01  
 Distance To Lust: 4804.355361  
 Waste Discharge Global ID: Not reported  
 Waste Disch Assigned Name: Not reported

LUST Region 5:  
 Substance: GASOLINE  
 Case Type: Aquifer affected  
 Program: LUST  
 Staff Initials: PRS  
 Status: Remedial action (cleanup) Underway  
 MTBE Code: 0  
 Respble Party: JOHN JOHNSON  
 County Name: PLACER

Case Number: 310022

CORTESE:  
 Reg Id: 310022  
 Region: CORTESE  
 Reg By: Leaking Underground Storage Tanks

C12  
 SSW  
 1/8-1/4  
 805 ft.  
 Higher

**CHEAPER #91**  
**3800 ROCKLIN RD**  
**ROCKLIN, CA 95677**  
**Site 3 of 4 in cluster C**

HAZNET S104578410  
 N/A

HAZNET:  
 Gepaid: CAL000121285  
 Tepaid: CAD044003556  
 Gen County: Placer  
 Tsd County: Yolo  
 Tons: 0.417  
 Category: Unspecified oil-containing waste  
 Disposal Method: Transfer Station  
 Contact: THE CUSTOMER COMPANY  
 Telephone: (707) 745-6691  
 Mailing Address: PO BOX 886  
 BENICIA, CA 94510 - 0886  
 County: Placer

C13  
 SSW  
 1/8-1/4  
 805 ft.  
 Higher

**TOWER MART, DBA #91**  
**3800 ROCKLIN RD**  
**ROCKLIN, CA 95677**  
**Site 4 of 4 in cluster C**

UST U003785702  
 N/A

State UST:  
 Facility ID: FA0000496  
 Total Tanks: 1  
 Region: STATE  
 Local Agency: 31000

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation

Site

Database(s)

EDR ID Number  
 EPA ID Number

**D14**      **CITY OF ROCKLIN/ENGINEERING & PUBLIC WK**  
**SW**        **3745 ROCKLIN RD**  
**1/8-1/4**    **ROCKLIN, CA 95677**  
**840 ft.**  
**Higher**    **Site 1 of 3 in cluster D**

**HAZNET**    **S105033431**  
**CA PLACER CO. MS**    **N/A**

HAZNET:  
 Gepaid:            CAC002270025  
 Tepaid:            NVD982358483  
 Gen County:      Placer  
 Tsd County:      99  
 Tons:              .0005  
 Category:        Other empty containers 30 gallons or more  
 Disposal Method: Not reported  
 Contact:          CITY OF ROCKLAND  
 Telephone:        (916) 632-4042  
 Mailing Address: 3970 ROCKLIN RD  
                          ROCKLIN, CA 95677  
 County            Placer  
  
 Gepaid:            CAC002270025  
 Tepaid:            NVD982358483  
 Gen County:      Placer  
 Tsd County:      99  
 Tons:              2.6062  
 Category:        Waste oil and mixed oil  
 Disposal Method: Not reported  
 Contact:          CITY OF ROCKLAND  
 Telephone:        (916) 632-4042  
 Mailing Address: 3970 ROCKLIN RD  
                          ROCKLIN, CA 95677  
 County            Placer  
  
 Placer MS:  
 Facility ID:        PR0007367  
 District Code:    11  
 Facility Status:   Closed

**D15**      **ROCKLIN BODY SHOP**  
**SW**        **3745 ROCKLIN RD**  
**1/8-1/4**    **ROCKLIN, CA 95677**  
**840 ft.**  
**Higher**    **Site 2 of 3 in cluster D**

**HIST UST**    **U001613789**  
**N/A**

UST HIST:  
 Facility ID:        12739  
 Tank Num:        1  
 Tank Capacity:   500  
 Tank Used for:    Not Reported  
 Type of Fuel:     Not Reported  
 Leak Detection:   None  
 Contact Name:    ALLEN L. AUST  
 Total Tanks:     1  
 Facility Type:     2  
  
 Container Num:    1  
 Year Installed:    Not reported  
  
 Tank Construction: Not reported  
  
 Telephone:        (916) 624-4297  
 Region:            STATE  
 Other Type:        BODY SHOP

**D16**      **ROCKLIN BODY SHOP**  
**SW**        **3745 ROCKLIN RD**  
**1/8-1/4**    **ROCKLIN, CA 95677**  
**840 ft.**  
**Higher**    **Site 3 of 3 in cluster D**

**CA FID UST**    **S101627984**  
**N/A**

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation

Site

Database(s)

EDR ID Number  
 EPA ID Number

**E17**      **ROCKLIN MARKET**  
**NE**        **4865 PACIFIC ST**  
**1/8-1/4**    **ROCKLIN, CA 95677**  
**859 ft.**  
**Higher**    **Site 1 of 5 in cluster E**

**CA FID UST**    **S101627986**  
                          **N/A**

**E18**      **ROCKLIN MARKET**  
**NE**        **4865 PACIFIC ST**  
**1/8-1/4**    **ROCKLIN, CA 95677**  
**859 ft.**  
**Higher**    **Site 2 of 5 in cluster E**

**HIST UST**      **U001613791**  
                          **N/A**

UST HIST:

|                 |              |                    |                |
|-----------------|--------------|--------------------|----------------|
| Facility ID:    | 61673        | Container Num:     | 1              |
| Tank Num:       | 1            | Year Installed:    | Not reported   |
| Tank Capacity:  | 6000         | Tank Construction: | Not reported   |
| Tank Used for:  | PRODUCT      | Telephone:         | (916) 624-0858 |
| Type of Fuel:   | REGULAR      | Region:            | STATE          |
| Leak Detection: | None         | Other Type:        | Not reported   |
| Contact Name:   | Not reported |                    |                |
| Total Tanks:    | 3            |                    |                |
| Facility Type:  | 1            |                    |                |

|                 |              |                    |                |
|-----------------|--------------|--------------------|----------------|
| Facility ID:    | 61673        | Container Num:     | 2              |
| Tank Num:       | 2            | Year Installed:    | Not reported   |
| Tank Capacity:  | 4000         | Tank Construction: | Not reported   |
| Tank Used for:  | PRODUCT      | Telephone:         | (916) 624-0858 |
| Type of Fuel:   | UNLEADED     | Region:            | STATE          |
| Leak Detection: | None         | Other Type:        | Not reported   |
| Contact Name:   | Not reported |                    |                |
| Total Tanks:    | 3            |                    |                |
| Facility Type:  | 1            |                    |                |

|                 |              |                    |                |
|-----------------|--------------|--------------------|----------------|
| Facility ID:    | 61673        | Container Num:     | 3              |
| Tank Num:       | 3            | Year Installed:    | Not reported   |
| Tank Capacity:  | 1000         | Tank Construction: | Not reported   |
| Tank Used for:  | PRODUCT      | Telephone:         | (916) 624-0858 |
| Type of Fuel:   | PREMIUM      | Region:            | STATE          |
| Leak Detection: | None         | Other Type:        | Not reported   |
| Contact Name:   | Not reported |                    |                |
| Total Tanks:    | 3            |                    |                |
| Facility Type:  | 1            |                    |                |

**E19**      **ROCKLIN MARKET SITE**  
**NE**        **4855 PACIFIC ST**  
**1/8-1/4**    **ROCKLIN, CA**  
**909 ft.**  
**Higher**    **Site 3 of 5 in cluster E**

**LUST**      **S104163539**  
**Cortese**    **N/A**

State LUST:

|                |                  |
|----------------|------------------|
| Cross Street:  | Not reported     |
| Qty Leaked:    | Not reported     |
| Case Number    | 310116           |
| Reg Board:     | 5                |
| Chemical:      | Gasoline         |
| Lead Agency:   | Regional Board   |
| Local Agency : | 31000            |
| Case Type:     | Aquifer affected |
| Status:        | Not reported     |
| County:        | Placer           |
| Abate Method:  | Other Means      |

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

EDR ID Number  
EPA ID Number  
Database(s)

ROCKLIN MARKET SITE (Continued)

S104163539

Review Date: 2/6/91  
Workplan: 1/1/65  
Pollution Char: Not reported  
Remed Action: Not reported  
Close Date: Not reported  
Release Date: Not reported  
Cleanup Fund Id : Not reported  
Discover Date : 2/6/91  
Enforcement Dt : 2/27/01  
Enf Type: Informal Enforcement Actions,including Notices of Violations and Staff Enforcement Letters  
Enter Date : 3/28/91  
Funding: Not reported  
Staff Initials: UNK  
How Discovered: Tank Closure  
How Stopped: Close Tank  
Interim : Not reported  
Leak Cause: Unknown  
Leak Source: Unknown  
MTBE Date : 5/2/01  
Max MTBE GW : 3.2  
MTBE Tested: MTBE Detected. Site tested for MTBE & MTBE detected  
Priority: High priority  
Local Case # : Not reported  
Beneficial: Not reported  
Staff : PRS  
GW Qualifies : =  
Max MTBE Soil : Not reported  
Soil Qualifies : Not reported  
Hydr Basin #: Not reported  
Operator : Not reported  
Oversight Prgm: RB Lead Underground Storage Tank  
Oversight Prgm : UST  
Review Date : 2/27/01  
Stop Date : Not reported  
Work Suspended :N  
Responsible Party:S&M INVESTMENTS  
RP Address: P.O. BOX 692, MEADOW VISTA, CA 95722  
Global Id: T0606100096  
Org Name: Not reported  
Contact Person: Not reported  
MTBE Conc: 2  
Mtbe Fuel: Not reported  
Water System Name: CREEKSIDE VILLAGE APARTMENTS  
Well Name: WELL 01  
Distance To Lust: 5035.194002  
Waste Discharge Global ID: Not reported  
Waste Disch Assigned Name: Not reported

LUST Region 5:

Substance: GASOLINE  
Case Type: Aquifer affected  
Program: LUST  
Staff Initials: PRS  
Status: Preliminary site assessment underway  
MTBE Code: 0  
Respble Party: JAMES PALMER  
County Name: PLACER  
Case Number: 310116

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

ROCKLIN MARKET SITE (Continued)

S104163539

CORTESE:  
Reg Id: 310116  
Region: CORTESE  
Reg By: Leaking Underground Storage Tanks

E20  
NE  
1/8-1/4  
922 ft.  
Higher

JERRY'S AUTO  
4850 PACIFIC ST  
ROCKLIN, CA 95677

LUST S104750581  
Cortese N/A

Site 4 of 5 in cluster E

State LUST:  
Cross Street: MIDAS AVENUE  
Qty Leaked: Not reported  
Case Number: 310118  
Reg Board: 5  
Chemical: Gasoline  
Lead Agency: Regional Board  
Local Agency: 31000  
Case Type: Aquifer affected  
Status: Not reported  
County: Placer  
Abate Method: Other Means  
Review Date: Not reported  
Workplan: Not reported  
Pollution Char: Not reported  
Remed Action: Not reported  
Close Date: Not reported  
Release Date: Not reported  
Cleanup Fund Id: Not reported  
Discover Date: 9/4/90  
Enforcement Dt: 9/18/01  
Enf Type: None Taken  
Enter Date: 4/3/91  
Funding: Not reported  
Staff Initials: UNK  
How Discovered: Tank Closure  
How Stopped: Repair Tank  
Interim: Not reported  
Leak Cause: Corrosion  
Leak Source: Tank  
MTBE Date: 5/2/01  
Max MTBE GW: 20000  
MTBE Tested: MTBE Detected, Site tested for MTBE & MTBE detected  
Priority: High priority  
Local Case #: Not reported  
Beneficial: Not reported  
Staff: PRS  
GW Qualifies: >  
Max MTBE Soil: Not reported  
Soil Qualifies: Not reported  
Hydr Basin #: Not reported  
Operator: Not reported  
Oversight Prgm: RB Lead Underground Storage Tank  
Oversight Prgm: UST  
Review Date: 9/4/01  
Stop Date: 9/4/90  
Work Suspended: N

Confirm Leak: Not reported  
Prelim Assess: Not reported  
Remed Plan: Not reported  
Monitoring: Not reported

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

JERRY'S AUTO (Continued)

S104750581

Responsible Party: KIRSCHGSTNER, JERRY  
RP Address: 4850 PACIFIC STREET, ROCKLIN, CA 95677  
Global Id: T0606100098  
Org Name: Not reported  
Contact Person: Not reported  
MTBE Conc: 5  
Mtbe Fuel: Not reported  
Water System Name: CREEKSIDE VILLAGE APARTMENTS  
Well Name: WELL 01  
Distance To Lust: 5117.418667  
Waste Discharge Global ID: Not reported  
Waste Disch Assigned Name: Not reported

LUST Region 5:

Substance: GASOLINE  
Case Type: Aquifer affected  
Program: LUST  
Staff Initials: PRS  
Status: Remedial action (cleanup) Underway  
MTBE Code: 1  
Responsible Party: KIRSCHGSTNER, JERRY  
County Name: PLACER  
Case Number: 310118

CORTESE:

Reg Id: 310118  
Region: CORTESE  
Reg By: Leaking Underground Storage Tanks

21  
WSW  
1/8-1/4  
921 ft.  
Higher

SOUTHERN PACIFIC (ROUNDHOUSE)  
CORNER OF FIRST & ROCKLIN RD.  
ROCKLIN, CA 95677

CERC-NFRAP 1003879731  
CAD983650144

CERCLIS-NFRAP Classification Data:

Site Incident Category: Not reported  
Non NPL Code: NFRAP  
Ownership Status: Private  
Federal Facility: Not a Federal Facility  
NPL Status: Not on the NPL

CERCLIS-NFRAP Assessment History:

Assessment: DISCOVERY  
Assessment: ARCHIVE SITE  
Assessment: PRELIMINARY ASSESSMENT  
Completed: 10/19/1992  
Completed: 04/27/1993  
Completed: 04/27/1993

CERCLIS-NFRAP Alias Name(s):

SOUTHERN PACIFIC ROUNDHOUSE, ROCKLIN

F22  
SE  
1/8-1/4  
938 ft.  
Higher

PACIFIC BELL  
HIGH & OAK STREETS  
ROCKLIN, CA 95677  
Site 1 of 2 in cluster F

RCRIS-SQG 1000250795  
FINDS CAT080015183

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation

MAP FINDINGS

Database(s)      EDR ID Number  
 EPA ID Number

**PACIFIC BELL (Continued)**

**1000250795**

**RCRIS:**

Owner: THE PACIFIC TELEPHONE AND TELEGRAPH CO  
 (415) 555-1212  
 EPA ID: CAT080015183  
 Contact: ENVIRONMENTAL MANAGER  
 (916) 485-0997  
 Classification: Handler transports wastes, but commercial status is unknown, Large Quantity  
 Generator  
 Used Oil Recyc: No  
 TSDF Activities: Not reported  
 Violation Status: No violations found

**FINDS:**

Other Pertinent Environmental Activity Identified at Site:  
 Facility Registry System (FRS)  
 Resource Conservation and Recovery Act Information system (RCRAINFO)

**F23  
 SE  
 1/8-1/4  
 965 ft.  
 Higher**

**PACIFIC BELL (ROCKLIN)  
 5115 HIGH ST  
 ROCKLIN, CA 95677**

**UST U003785770  
 N/A**

**Site 2 of 2 in cluster F**

State UST:  
 Facility ID: FA0000710  
 Total Tanks: 1  
 Region: STATE  
 Local Agency: 31000

**E24  
 NE  
 1/8-1/4  
 986 ft.  
 Higher**

**JERRY'S AUTO  
 4850 PACIFIC ST.  
 ROCKLIN, CA 94283**

**Notify 65 S100179598  
 CA PLACER CO. MS N/A**

**Site 5 of 5 in cluster E**

**NOTIFY 65:**  
 Date Reported: Not reported      Staff Initials: Not reported  
 Board File Number: Not reported  
 Facility Type: Not reported  
 Discharge Date: Not reported  
 Incident Description: 94283

**Placer MS:**

Facility ID: PR0004281  
 District Code: 13  
 Facility Status: Active

Facility ID: PR0002582  
 District Code: 13  
 Facility Status: Closed

Facility ID: PR0002735  
 District Code: 13  
 Facility Status: Closed

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation Site

Database(s) EDR ID Number  
 EPA ID Number

**25**                      **SOUTHERN PACIFIC ROUNDHOUSE, ROCKLIN**                      **Cal-Sites**      **S101481506**  
**WSW**                      **CORNER OF FIRST STREET / ROCKLIN ROAD**                      **N/A**  
**1/8-1/4**                      **ROCKLIN, CA 95677**

**1031 ft.**  
**Higher**

**CAL-SITES:**  
 Facility ID: 31400002  
 Status: REFOA - DOES NOT REQUIRE DTSC ACTION OR OVERSITE ACTIVITY. REFERED TO OTHER AGENCY LEAD  
 Status Date: 06/26/1995  
 Lead: Not reported  
 Region: 1 - SACRAMENTO  
 Branch: CC - CENTRAL CALIFORNIA  
 File Name: Not reported  
 Status Name: PROPERTY/SITE REFERRED TO ANOTHER AGENCY  
 Lead Agency: N/A                      Not reported  
 NPL: Not reported  
 SIC: 40 RAILROAD TRANSPORTATION  
 Facility Type: N/A  
 Type Name: Not reported  
 Staff Member Responsible for Site: Not reported  
 Supervisor Responsible for Site: Not reported  
 Region Water Control Board: CV - CENTRAL VALLEY  
 Access: Uncontrolled  
 Cortese: U  
 Hazardous Ranking Score: Not reported  
 Date Site Hazard Ranked: Not reported  
 Groundwater Contamination: Not reported  
 No. of Contamination Sources: 0  
 Lat/Long: 0° 00.00" / 0° 00.00"  
 Lat/long Method: Not reported  
 State Assembly District Code: Not reported  
 State Senate District: Not reported

The CAL-SITES database may contain additional details for this site.  
 Please contact your EDR Account Executive for more information.

**G26**                      **PALMER PROPERTY**                      **LUST**      **S102434939**  
**SSW**                      **5250 PACIFIC ST**                      **Cortese**      **N/A**  
**1/8-1/4**                      **ROCKLIN, CA 95677**

**1053 ft.**  
**Higher**                      **Site 1 of 2 in cluster G**

**State LUST:**  
 Cross Street: ROCKLIN RD  
 Qty Leaked: Not reported  
 Case Number: 310313  
 Reg Board: 5  
 Chemical: Gasoline  
 Lead Agency: Regional Board  
 Local Agency: 31000  
 Case Type: Aquifer affected  
 Status: Not reported  
 County: Placer  
 Review Date: 11/29/95                      Confirm Leak: 11/29/95  
 Workplan: Not reported                      Prelim Assess: Not reported  
 Pollution Char: Not reported                      Remed Plan: Not reported  
 Remed Action: Not reported                      Monitoring: Not reported  
 Close Date: Not reported  
 Release Date: Not reported

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

**PALMER PROPERTY (Continued)**

**S102434939**

Cleanup Fund Id : Not reported  
Discover Date : 11/29/95  
Enforcement Dt : 2/27/01  
Enf Type: None Taken  
Enter Date : 3/18/96  
Funding: Responsible Party  
Staff Initials: UNK  
How Discovered: Tank Closure  
How Stopped: Close Tank  
Interim : Not reported  
Leak Cause: Corrosion  
Leak Source: Tank  
MTBE Date : 8/15/00  
Max MTBE GW : Not reported  
MTBE Tested: MTBE Detected. Site tested for MTBE & MTBE detected  
Priority: Low priority. Priority ranking can change over time.  
Local Case # : Not reported  
Beneficial: Not reported  
Staff : PRS  
GW Qualifies : Not reported  
Max MTBE Soil : Not reported  
Soil Qualifies : =  
Hydr Basin #: Not reported  
Operator : Not reported  
Oversight Prgm: RB Lead Underground Storage Tank  
Oversight Prgm : UST  
Review Date : 2/27/01  
Stop Date : 11/29/95  
Work Suspended : N  
Responsible Party: PALMER PROPERTY  
RP Address: BOX 1027, RANCHO MIRAGE, CA 92270  
Global Id: T0606100255  
Org Name: Not reported  
Contact Person: Not reported  
MTBE Conc: 1  
Mtb Fuel: Not reported  
Water System Name: CREEKSIDE VILLAGE APARTMENTS  
Well Name: WELL 01  
Distance To Lust: 4868.006999  
Waste Discharge Global ID: Not reported  
Waste Disch Assigned Name: Not reported

**LUST Region 5:**

Substance: GASOLINE  
Case Type: Aquifer affected  
Program: LUST  
Staff Initials: PRS Case Number: 310313  
Status: Preliminary site assessment workplan submitted  
MTBE Code: N/A  
Respble Party: JAMES E. PALMER  
County Name: PLACER

**CORTESE:**

Reg Id: 310313  
Region: CORTESE  
Reg By: Leaking Underground Storage Tanks



Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
 EPA ID Number

**30**  
**SSE**  
 1/8-1/4  
 1297 ft.  
 Higher

**STUBBLEFIELD CHIROPRACTIC, INC.**  
 4035 ROCKLIN RD  
 ROCKLIN, CA 95677

**HAZNET** **S103657685**  
 N/A

HAZNET:

Gepaid: CAL000061538  
 Tepaid: CAD982513814  
 Gen County: Placer  
 Tsd County: Sacramento  
 Tons: .0250  
 Category: Photochemicals/photoprocessing waste  
 Disposal Method: Recycler  
 Contact: HHL INVESTMENTS  
 Telephone: (000) 000-0000  
 Mailing Address: 4035 ROCKLIN RD  
 ROCKLIN, CA 95677  
 County Placer  
 Gepaid: CAL000061538  
 Tepaid: NVD981639826  
 Gen County: Placer  
 Tsd County: 99  
 Tons: .0166  
 Category: Alkaline solution (pH <UN-> 12.5) with metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc)  
 Disposal Method: Not reported  
 Contact: HHL INVESTMENTS  
 Telephone: (000) 000-0000  
 Mailing Address: 4035 ROCKLIN RD  
 ROCKLIN, CA 95677  
 County Placer

**31**  
**NNW**  
 1/8-1/4  
 1318 ft.  
 Higher

**CHARLIE FRANK, ARNOLD BORDGFELT, W BRAUN**  
 4700 3RD STREET  
 ROCKLIN, CA 95677

**HAZNET** **S102805539**  
 N/A

HAZNET:

Gepaid: CAC001134232  
 Tepaid: CAD044003556  
 Gen County: Placer  
 Tsd County: Yolo  
 Tons: .1668  
 Category: Unspecified oil-containing waste  
 Disposal Method: Transfer Station  
 Contact: FRANK, ARNOLD, & BRAUN  
 Telephone: (000) 000-0000  
 Mailing Address: 5832 OLD SACRAMENTO RD  
 PLYMOUTH, CA 95669  
 County Placer

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation Site

Database(s) EDR ID Number  
 EPA ID Number

**H32 U S RENTALS**  
**NE 4755 PACIFIC ST**  
**1/4-1/2 ROCKLIN, CA 95677**  
**1362 ft.**  
**Higher Site 3 of 3 in cluster H**

**Notify 65 1000356307**  
**HAZNET N/A**  
**LUST**  
**Cortese**  
**CA FID UST**  
**CA PLACER CO. MS**  
**HIST UST**

State LUST:

Cross Street: MIDAS  
 Qty Leaked: Not reported  
 Case Number: 310229  
 Reg Board: 5  
 Chemical: Gasoline  
 Lead Agency: Regional Board  
 Local Agency: 31000  
 Case Type: Soil only  
 Status: Not reported  
 County: Placer  
 Abate Method: Excavate and Dispose - remove contaminated soil and dispose in approved site  
 Review Date: 10/13/92  
 Workplan: Not reported  
 Pollution Char: Not reported  
 Remed Action: Not reported  
 Close Date: 10/29/92  
 Release Date: Not reported  
 Cleanup Fund Id: Not reported  
 Discover Date: 10/13/92  
 Enforcement Dt: 1/1/65  
 Enf Type: None Taken  
 Enter Date: 9/25/92  
 Funding: Responsible Party  
 Staff Initials: UNK  
 How Discovered: Tank Closure  
 How Stopped: Close Tank  
 Interim: Not reported  
 Leak Cause: Unknown  
 Leak Source: Unknown  
 MTBE Date: Not reported  
 Max MTBE GW: Not reported  
 MTBE Tested: Site NOT Tested for MTBE. Includes Unknown and Not Analyzed.  
 Priority: Low priority. Priority ranking can change over time.  
 Local Case #: Not reported  
 Beneficial: Not reported  
 Staff: PRS  
 GW Qualifies: Not reported  
 Max MTBE Soil: Not reported  
 Soil Qualifies: Not reported  
 Hydr Basin #: Not reported  
 Operator: Not reported  
 Oversight Prgm: RB Lead Underground Storage Tank  
 Oversight Prgm: UST  
 Review Date: 11/8/99  
 Stop Date: Not reported  
 Work Suspended: N  
 Responsible Party: U S RENTALS SERVICE  
 RP Address: 4755 PACIFIC ST, ROCKLIN, CA 95677  
 Global Id: T0606100184

Confirm Leak: 10/13/92  
 Prelim Assess: Not reported  
 Remed Plan: Not reported  
 Monitoring: Not reported

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

U S RENTALS (Continued)

1000356307

Org Name: Not reported  
Contact Person: Not reported  
MTBE Conc: 0  
Mtbe Fuel: Not reported  
Water System Name: CREEKSIDE VILLAGE APARTMENTS  
Well Name: WELL 01  
Distance To Lust: 5118.236135  
Waste Discharge Global ID: Not reported  
Waste Disch Assigned Name: Not reported

LUST Region 5:

Substance: GASOLINE  
Case Type: Soil only  
Program: LUST  
Staff Initials: PRS Case Number: 310229  
Status: Case Closed  
MTBE Code: N/A  
Respble Party: US RENTALS SERVICE  
County Name: PLACER

HAZNET:

Gepaid: CAL000062526  
Tepaid: CAT080011059  
Gen County: Placer  
Tsd County: Los Angeles  
Tons: .2293  
Category: Waste oil and mixed oil  
Disposal Method: Recycler  
Contact: US RENTALS INC  
Telephone: (209) 544-1486  
Mailing Address: 1153 BERGEN PARKWAY STE M237  
EVERGREEN, CO 80439  
County Placer

NOTIFY 65:

Date Reported: 10/26/1992 Staff Initials: Not reported  
Board File Number: 0LG921244  
Facility Type: Leak Rpt  
Discharge Date: Not reported  
Incident Description: 95677-2407  
Date Reported: Not reported Staff Initials: Not reported  
Board File Number: Not reported  
Facility Type: Not reported  
Discharge Date: Not reported  
Incident Description: 95677-2407  
Date Reported: 10/26/1992 Staff Initials: Not reported  
Board File Number: 0LG921244  
Facility Type: Leak Rpt  
Discharge Date: Not reported  
Incident Description: 95677-2407

CORTESE:

Reg Id: 310229  
Region: CORTESE  
Reg By: Leaking Underground Storage Tanks

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
 EPA ID Number

**U S RENTALS (Continued)**

**1000356307**

FID:

|               |  |               |                |
|---------------|--|---------------|----------------|
| Facility ID:  | 31000789                                 | Regulate ID:  | Not reported   |
| Reg By:       | Active Underground Storage Tank Location |               |                |
| Cortese Code: | Not reported                             | SIC Code:     | Not reported   |
| Status:       | Active                                   | Facility Tel: | (916) 624-0641 |
| Mail To:      | Not reported                             |               |                |
|               | 4755 PACIFIC ST                          |               |                |
|               | ROCKLIN, CA 95677                        |               |                |
| Contact:      | Not reported                             | Contact Tel:  | Not reported   |
| DUNS No:      | Not reported                             | NPDES No:     | Not reported   |
| Creation:     | 10/22/93                                 | Modified:     | 00/00/00       |
| EPA ID:       | Not reported                             |               |                |
| Comments:     | Not reported                             |               |                |

Placer MS:

Facility ID: PR0003169  
 District Code: 15  
 Facility Status: Active

Facility ID: PR0004326  
 District Code: 15  
 Facility Status: Active

Facility ID: PR0006452  
 District Code: 15  
 Facility Status: Active

Facility ID: PR0008014  
 District Code: 15  
 Facility Status: Active

Facility ID: PR0001630  
 District Code: 15  
 Facility Status: Closed

UST HIST:

|                 |                  |                    |                |
|-----------------|------------------|--------------------|----------------|
| Facility ID:    | 30051            | Container Num:     | #1             |
| Tank Num:       | 1                | Year Installed:    | 1982           |
| Tank Capacity:  | 5000             |                    |                |
| Tank Used for:  | PRODUCT          | Tank Construction: | 1/4" inches    |
| Type of Fuel:   | REGULAR          |                    |                |
| Leak Detection: | Stock Inventor   | Telephone:         | (916) 624-0641 |
| Contact Name:   | HAROLD E. HEWITT | Region:            | STATE          |
| Total Tanks:    | 4                | Other Type:        | EQUIP, RENTAL  |
| Facility Type:  | 2                |                    |                |

|                 |                  |                    |                |
|-----------------|------------------|--------------------|----------------|
| Facility ID:    | 30051            | Container Num:     | #2             |
| Tank Num:       | 2                | Year Installed:    | 1982           |
| Tank Capacity:  | 5000             |                    |                |
| Tank Used for:  | PRODUCT          | Tank Construction: | 1/4" inches    |
| Type of Fuel:   | DIESEL           |                    |                |
| Leak Detection: | Stock Inventor   | Telephone:         | (916) 624-0641 |
| Contact Name:   | HAROLD E. HEWITT | Region:            | STATE          |
| Total Tanks:    | 4                | Other Type:        | EQUIP, RENTAL  |
| Facility Type:  | 2                |                    |                |

|              |       |                |    |
|--------------|-------|----------------|----|
| Facility ID: | 30051 | Container Num: | #3 |
| Tank Num:    | 3     |                |    |

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation Site

Database(s) EDR ID Number  
 EPA ID Number

**U S RENTALS (Continued)**

1000356307

|                 |                  |                    |                |
|-----------------|------------------|--------------------|----------------|
| Tank Capacity:  | 1000             | Year Installed:    | 1982           |
| Tank Used for:  | PRODUCT          | Tank Construction: | 10 gauge       |
| Type of Fuel:   | Not Reported     | Telephone:         | (916) 624-0641 |
| Leak Detection: | Stock Inventor   | Region:            | STATE          |
| Contact Name:   | HAROLD E. HEWITT | Other Type:        | EQUIP, RENTAL  |
| Total Tanks:    | 4                | Container Num:     | #4             |
| Facility Type:  | 2                | Year Installed:    | 1983           |
| Facility ID:    | 30051            | Tank Construction: | Not reported   |
| Tank Num:       | 4                | Telephone:         | (916) 624-0641 |
| Tank Capacity:  | 1000             | Region:            | STATE          |
| Tank Used for:  | WASTE            | Other Type:        | EQUIP, RENTAL  |
| Type of Fuel:   | WASTE OIL        |                    |                |
| Leak Detection: | None             |                    |                |
| Contact Name:   | HAROLD E. HEWITT |                    |                |
| Total Tanks:    | 4                |                    |                |
| Facility Type:  | 2                |                    |                |

33  
 SW  
 1/4-1/2  
 1555 ft.  
 Higher

**NIPPERT PAINTING\*\***  
 5220 FRONT STREET, ROCKLIN  
 ROCKLIN, CA

CA SLIC S105482314  
 N/A

SLIC Region 5:  
 Facility Status: PA  
 Pollutant: Waste Solvents  
 Report Date: / /  
 Lead Agency: Not reported  
 Unit: SL  
 Date Filed: 02/24/2000

34  
 NE  
 1/4-1/2  
 1980 ft.  
 Higher

**REDWOOD OIL COMPANY - ROCKLIN**  
 4690 PACIFIC STREET, ROCKLIN  
 ROCKLIN, CA

CA SLIC S105482319  
 N/A

SLIC Region 5:  
 Facility Status: RI  
 Pollutant: TPHd  
 Report Date: / /  
 Lead Agency: DLL  
 Unit: AGT  
 Date Filed: / /

35  
 NE  
 1/4-1/2  
 2499 ft.  
 Higher

**BULJAN OIL**  
 PACIFIC / YANKEE HILL RD  
 ROCKLIN, CA 95677

LUST S103480134  
 Cortese N/A

State LUST:  
 Cross Street: MIDAS  
 Qty Leaked: Not reported  
 Case Number: 310349  
 Reg Board: 5  
 Chemical: Hydrocarbons  
 Lead Agency: Local Agency  
 Local Agency: 31000  
 Case Type: Aquifer affected  
 Status: Not reported

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

**BULJAN OIL (Continued)**

**S103480134**

County: Placer  
Review Date: 2/5/98  
Workplan: Not reported  
Pollution Char: Not reported  
Remed Action: Not reported  
Close Date: Not reported  
Release Date: Not reported  
Cleanup Fund Id : Not reported  
Discover Date : 2/5/98  
Enforcement Dt : 1/1/65  
Enf Type: None Taken  
Enter Date : 8/11/98  
Funding: Not reported  
Staff Initials: UNK  
How Discovered: Subsurface Monitoring  
How Stopped: Not reported  
Interim : Not reported  
Leak Cause: Unknown  
Leak Source: Unknown  
MTBE Date : Not reported  
Max MTBE GW : Not reported  
MTBE Tested: Not Required to be Tested.  
Priority: High priority  
Local Case # : Not reported  
Beneficial: Not reported  
Staff : PRS  
GW Qualifies : Not reported  
Max MTBE Soil : Not reported  
Soil Qualifies : Not reported  
Hydr Basin #: Not reported  
Operator : Not reported  
Oversight Prgm: Local Implementing Agency UST (includes non-LOP cases within LOP jurisdiction)  
Oversight Prgm : LIA  
Review Date : Not reported  
Stop Date : Not reported  
Work Suspended :N  
Responsible Party: REDWOOD OIL/BULJAN OIL  
RP Address: PO BOX 1797, ROCKLIN, CA 95677  
Global Id: T0606100291  
Org Name: Not reported  
Contact Person: Not reported  
MTBE Conc: 0  
Mtbe Fuel: Not reported  
Water System Name: CREEKSIDE VILLAGE APARTMENTS  
Well Name: WELL 01  
Distance To Lust: 5138.035086  
Waste Discharge Global ID: Not reported  
Waste Disch Assigned Name: Not reported

Confirm Leak: 2/5/98  
Prelim Assess: Not reported  
Remed Plan: Not reported  
Monitoring: Not reported

**LUST Region 5:**

Substance: HYDROCARBONS  
Case Type: Aquifer affected  
Program: LUST  
Staff Initials: PRS  
Status: Leak being confirmed  
MTBE Code: N/A  
Respble Party: REDWOOD OIL/BULJAN OIL  
Case Number: 310349

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
 EPA ID Number

**BULJAN OIL (Continued)**

**S103480134**

County Name: PLACER  
 CORTESE:  
 Reg Id: 310349  
 Region: CORTESE  
 Reg By: Leaking Underground Storage Tanks

36  
 SSW  
 1/2-1  
 2721 ft.  
 Higher

**HUNT PROPERTY**  
**5476 PACIFIC ST**  
**ROCKLIN, CA**

**LUST** S101331649  
**Cortese** N/A  
**CA PLACER CO. MS**

State LUST:  
 Cross Street: Not reported  
 Qty Leaked: Not reported  
 Case Number: 310210  
 Reg Board: 5  
 Chemical: Gasoline  
 Lead Agency: Local Agency  
 Local Agency: 31000  
 Case Type: Soil only  
 Status: Not reported  
 County: Placer  
 Review Date: Not reported  
 Workplan: Not reported  
 Pollution Char: Not reported  
 Remed Action: Not reported  
 Close Date: 2/15/89  
 Release Date: Not reported  
 Cleanup Fund Id: Not reported  
 Discover Date: Not reported  
 Enforcement Dt: 1/1/65  
 Enf Type: None Taken  
 Enter Date: 9/24/92  
 Funding: Not reported  
 Staff Initials: UNK  
 How Discovered: Not reported  
 How Stopped: Not reported  
 Interim: Not reported  
 Leak Cause: Not reported  
 Leak Source: Not reported  
 MTBE Date: Not reported  
 Max MTBE GW: Not reported  
 MTBE Tested: Site NOT Tested for MTBE. Includes Unknown and Not Analyzed.  
 Priority: Low priority. Priority ranking can change over time.  
 Local Case #: Not reported  
 Beneficial: Not reported  
 Staff: PRS  
 GW Qualifies: Not reported  
 Max MTBE Soil: Not reported  
 Soil Qualifies: Not reported  
 Hydr Basin #: Not reported  
 Operator: Not reported  
 Oversight Prgm: Local Implementing Agency UST (includes non-LOP cases within LOP jurisdiction)  
 Oversight Prgm: LIA  
 Review Date: Not reported  
 Stop Date: Not reported

Confirm Leak: Not reported  
 Prelim Assess: Not reported  
 Remed Plan: Not reported  
 Monitoring: Not reported

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

HUNT PROPERTY (Continued)

S101331649

Work Suspended :N  
Responsible Party:HUNT PROPERTY  
RP Address: Not reported  
Global Id: T0606100168  
Org Name: Not reported  
Contact Person: Not reported  
MTBE Conc: 0  
Mtb Fuel: Not reported  
Water System Name: CREEKSIDE VILLAGE APARTMENTS  
Well Name: WELL 01  
Distance To LUST: 5309.307501  
Waste Discharge Global ID: Not reported  
Waste Disch Assigned Name: Not reported

LUST Region 5:

Substance: GASOLINE  
Case Type: Soil only  
Program: LUST  
Staff Initials: PRS Case Number: 310210  
Status: Case Closed  
MTBE Code: N/A  
Responsible Party: HUNT PROPERTY  
County Name: PLACER

CORTESE:

Reg Id: 310210  
Region: CORTESE  
Reg By: Leaking Underground Storage Tanks

Placer MS:

Facility ID: PR0004277  
District Code: 11  
Facility Status: Closed

I37  
ESE  
1/2-1  
3060 ft.  
Higher

TOMS SIERRA #23  
4395 ROCKLIN RD  
ROCKLIN, CA 95677

LUST S102439142  
Cortese N/A

Site 1 of 2 in cluster I

State LUST:

Cross Street: GRANITE DR  
Qty Leaked: Not reported  
Case Number: 310311  
Reg Board: 5  
Chemical: Gasoline  
Lead Agency: Regional Board  
Local Agency: 31000  
Case Type: Aquifer affected  
Status: Not reported  
County: Placer  
Abate Method: Excavate and Dispose - remove contaminated soil and dispose in approved site  
Review Date: 11/13/95 Confirm Leak: 11/13/95  
Workplan: Not reported Prelim Assess: Not reported  
Pollution Char: Not reported Remed Plan: Not reported  
Remed Action: Not reported Monitoring: Not reported  
Close Date: Not reported  
Release Date: Not reported  
Cleanup Fund Id: Not reported

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

**TOMS SIERRA #23 (Continued)**

**S102439142**

Discover Date : 11/13/95  
Enforcement Dt : 6/20/00  
Enf Type: None Taken  
Enter Date : 1/16/96  
Funding: Not reported  
Staff Initials: UNK  
How Discovered: Tank Closure  
How Stopped: Close Tank  
Interim : Yes  
Leak Cause: Unknown  
Leak Source: Unknown  
MTBE Date : 7/5/01  
Max MTBE GW : 350000  
MTBE Tested: MTBE Detected. Site tested for MTBE & MTBE detected  
Priority: High priority  
Local Case # : Not reported  
Beneficial: Not reported  
Staff : PRS  
GW Qualifies : =  
Max MTBE Soil : Not reported  
Soil Qualifies : Not reported  
Hydr Basin #: Not reported  
Operator : Not reported  
Oversight Prgm: RB Lead Underground Storage Tank  
Oversight Prgm : UST  
Review Date : 1/2/01  
Stop Date : Not reported  
Work Suspended :N  
Responsible Party:TOMS SIERRA COMPANY INC  
RP Address: PO BOX 759, COLFAX, CA 95713  
Global Id: T0606100253  
Org Name: Not reported  
Contact Person: Not reported  
MTBE Conc: 11  
Mtbe Fuel: Not reported  
Water System Name: CREEKSIDE VILLAGE APARTMENTS  
Well Name: WELL 01  
Distance To Lust: 1900.287318  
Waste Discharge Global ID: Not reported  
Waste Disch Assigned Name: Not reported

**LUST Region 5:**

Substance: GASOLINE  
Case Type: Aquifer affected  
Program: LUST  
Staff Initials: PRS  
Status: Leak being confirmed  
MTBE Code: 1  
Respble Party: TOMS SIERRA COMPANY INC  
County Name: PLACER

Case Number: 310311

**CORTESE:**

Reg Id: 310311  
Region: CORTESE  
Reg By: Leaking Underground Storage Tanks

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation

Site

Database(s)

EDR ID Number  
 EPA ID Number

|   |   |  |
|---|---|--|
| <p><b>I38</b><br/> <b>ESE</b><br/> <b>1/2-1</b><br/> <b>3083 ft.</b><br/> <b>Higher</b></p> | <p><b>ROCKLIN DUMP</b><br/> <b>4400 ROCKLIN ROAD</b><br/> <b>ROCKLIN, CA 95677</b></p> <p><b>Site 2 of 2 in cluster I</b></p> | <p><b>Cal-Sites</b>    <b>S101481509</b><br/> <b>N/A</b></p> |
|---|---|--|

CAL-SITES:

|                                    |   |              |
|------------------------------------|---|--------------|
| Facility ID:                       | 31490001  |              |
| Status:                            | REFOA - DOES NOT REQUIRE DTSC ACTION OR OVERSITE ACTIVITY. REFERED TO OTHER AGENCY LEAD |              |
| Status Date:                       | 05/15/1995  |              |
| Lead:                              | Not reported  |              |
| Region:                            | 1 - SACRAMENTO  |              |
| Branch:                            | CC - CENTRAL CALIFORNIA   |              |
| File Name:                         | Not reported  |              |
| Status Name:                       | PROPERTY/SITE REFERRED TO ANOTHER AGENCY  |              |
| Lead Agency:                       | N/A   | Not reported |
| NPL:                               | Not reported  |              |
| SIC:                               | 49 ELECTRIC, GAS & SANITARY SERVICES  |              |
| Facility Type:                     | N/A   |              |
| Type Name:                         | Not reported  |              |
| Staff Member Responsible for Site: | Not reported  |              |
| Supervisor Responsible for Site:   | Not reported  |              |
| Region Water Control Board:        | CV - CENTRAL VALLEY   |              |
| Access:                            | Uncontrolled  |              |
| Cortese:                           | U   |              |
| Hazardous Ranking Score:           | Not reported  |              |
| Date Site Hazard Ranked:           | Not reported  |              |
| Groundwater Contamination:         | Not reported  |              |
| No. of Contamination Sources:      | 0   |              |
| Lat/Long:                          | 0° 00.00" / 0° 00.00"   |              |
| Lat/long Method:                   | Not reported  |              |
| State Assembly District Code:      | Not reported  |              |
| State Senate District:             | Not reported  |              |

The CAL-SITES database may contain additional details for this site.  
 Please contact your EDR Account Executive for more information.

|  |  |  |
|--|--|--|
| <p><b>39</b><br/> <b>ESE</b><br/> <b>1/2-1</b><br/> <b>3262 ft.</b><br/> <b>Higher</b></p> | <p><b>EXXON CO USA #70247</b><br/> <b>4450 ROCKLIN</b><br/> <b>ROCKLIN, CA 95677</b></p> | <p><b>HAZNET</b>    <b>S100474188</b><br/> <b>LUST</b>      <b>N/A</b><br/> <b>Cortese</b></p> |
|--|--|--|

State LUST:

|                 |  |                             |
|-----------------|--|-----------------------------|
| Cross Street:   | I-80   |                             |
| Qty Leaked:     | Not reported   |                             |
| Case Number:    | 310141   |                             |
| Reg Board:      | 5  |                             |
| Chemical:       | Gasoline   |                             |
| Lead Agency:    | Regional Board   |                             |
| Local Agency :  | 31000  |                             |
| Case Type:      | Aquifer affected   |                             |
| Status:         | Not reported   |                             |
| County:         | Placer   |                             |
| Abate Method:   | Excavate and Dispose - remove contaminated soil and dispose in approved site |                             |
| Review Date:    | 10/1/91  | Confirm Leak: 10/1/91       |
| Workplan:       | Not reported   | Prelim Assess: Not reported |
| Pollution Char: | Not reported   | Remed Plan: Not reported    |
| Remed Action:   | Not reported   | Monitoring: Not reported    |

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

EXXON CO USA #70247 (Continued)

S100474188

Close Date: 6/2/98  
Release Date: Not reported  
Cleanup Fund Id : Not reported  
Discover Date : 10/1/91  
Enforcement Dt : 1/1/65  
Enf Type: None Taken  
Enter Date : 10/16/91  
Funding: Not reported  
Staff Initials: UNK  
How Discovered: Tank Closure  
How Stopped: Close Tank  
Interim : Not reported  
Leak Cause: Unknown  
Leak Source: Unknown  
MTBE Date : 6/2/98  
Max MTBE GW : 500  
MTBE Tested: MTBE Detected. Site tested for MTBE & MTBE detected  
Priority: Medium priority  
Local Case # : Not reported  
Beneficial: Not reported  
Staff : PRS  
GW Qualifies : Not reported  
Max MTBE Soil : Not reported  
Soil Qualifies : Not reported  
Hydr Basin #: Not reported  
Operator : Not reported  
Oversight Prgm: RB Lead Underground Storage Tank  
Oversight Prgm : UST  
Review Date : 6/8/98  
Stop Date : Not reported  
Work Suspended :N  
Responsible Party:EXXON  
RP Address: 2300 CLAYTON RD SUITE 1250,CONCORD,CA 94520  
Global Id: T0606100117  
Org Name: Not reported  
Contact Person: Not reported  
MTBE Conc: 1  
Mtbe Fuel: Not reported  
Water System Name: CREEKSIDE VILLAGE APARTMENTS  
Well Name: WELL 01  
Distance To Lust: 1643.287126  
Waste Discharge Global ID: Not reported  
Waste Disch Assigned Name: Not reported

LUST Region 5:

Substance: GASOLINE  
Case Type: Aquifer affected  
Program: LUST  
Staff Initials: PRS  
Status: Case Closed  
MTBE Code: 1  
Respble Party: EXXON  
County Name: PLACER

Case Number: 310141

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

EXXON CO USA #70247 (Continued)

S100474188

HAZNET:

Gepaid: CAL000028853  
Tepaid: CAD028409019  
Gen County: Placer  
Tsd County: Los Angeles  
Tons: .8000  
Category: Aqueous solution with less than 10% total organic residues  
Disposal Method: Transfer Station  
Contact: EXXON CO USA  
Telephone: (713) 656-7761  
Mailing Address: PO BOX 2180  
HOUSTON, TX 77252 - 2180  
County Placer

Gepaid: CAL000028853  
Tepaid: CAD009452657  
Gen County: Placer  
Tsd County: San Mateo  
Tons: .2293  
Category: Waste oil and mixed oil  
Disposal Method: Recycler  
Contact: EXXON CO USA  
Telephone: (713) 656-7761  
Mailing Address: PO BOX 2180  
HOUSTON, TX 77252 - 2180  
County Placer

Gepaid: CAL000028853  
Tepaid: CAD028409019  
Gen County: Placer  
Tsd County: Los Angeles  
Tons: .1251  
Category: Unspecified aqueous solution  
Disposal Method: Treatment, Tank  
Contact: EXXON CO USA  
Telephone: (713) 656-7761  
Mailing Address: PO BOX 2180  
HOUSTON, TX 77252 - 2180  
County Placer

Gepaid: CAL000028853  
Tepaid: CAD028409019  
Gen County: Placer  
Tsd County: Los Angeles  
Tons: .1000  
Category: Other organic solids  
Disposal Method: Transfer Station  
Contact: EXXON CO USA  
Telephone: (713) 656-7761  
Mailing Address: PO BOX 2180  
HOUSTON, TX 77252 - 2180  
County Placer

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

**EXXON CO USA #70247 (Continued)**

S100474188

Gepaid: CAL000028853  
Tepaid: CAD028409019  
Gen County: Placer  
Tsd County: Los Angeles  
Tons: .8340  
Category: Unspecified oil-containing waste  
Disposal Method: Treatment, Tank  
Contact: EXXON CO USA  
Telephone: (713) 656-7761  
Mailing Address: PO BOX 2180  
HOUSTON, TX 77252 - 2180  
County Placer

The CA HAZNET database contains 4 additional records for this site.  
Please contact your EDR Account Executive for more information.

CORTESE:

Reg Id: 310141  
Region: CORTESE  
Reg By: Leaking Underground Storage Tanks

40  
NE  
1/2-1  
3363 ft.  
Higher

**BEACON STATION #1**  
4505 PACIFIC ST  
ROCKLIN, CA

LUST S101307950  
Cortese N/A

State LUST:

Cross Street: Not reported  
Qty Leaked: Not reported  
Case Number: 310018  
Reg Board: 5  
Chemical: Gasoline  
Lead Agency: Regional Board  
Local Agency: 31000  
Case Type: Aquifer affected  
Status: Not reported  
County: Placer  
Review Date: Not reported  
Workplan: 1/1/65  
Pollution Char: Not reported  
Remed Action: Not reported  
Close Date: Not reported  
Release Date: Not reported  
Cleanup Fund Id: Not reported  
Discover Date: Not reported  
Enforcement Dt: 7/16/01  
Enf Type: Informal Enforcement Actions, including Notices of Violations and Staff Enforcement Letters  
Enter Date: 4/14/88  
Funding: Responsible Party  
Staff Initials: UNK  
How Discovered: Not reported  
How Stopped: Not reported  
Interim: Not reported  
Leak Cause: Not reported  
Leak Source: Not reported  
MTBE Date: 6/21/01  
Max MTBE GW: 34  
MTBE Tested: MTBE Detected. Site tested for MTBE & MTBE detected

Confirm Leak: Not reported  
Prelim Assess: 1/1/65  
Remed Plan: Not reported  
Monitoring: Not reported

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

BEACON STATION #1 (Continued)

S101307950

Priority: High priority  
Local Case #: Not reported  
Beneficial: Not reported  
Staff: PRS  
GW Qualifies: =  
Max MTBE Soil: Not reported  
Soil Qualifies: Not reported  
Hydr Basin #: Not reported  
Operator: Not reported  
Oversight Prgm: RB Lead Underground Storage Tank  
Oversight Prgm: UST  
Review Date: 9/26/00  
Stop Date: Not reported  
Work Suspended: N  
Responsible Party: ULTRAMAR  
RP Address: 345 SACRAMENTO ST, AUBURN, CA 95603  
Global Id: T0606100016  
Org Name: Not reported  
Contact Person: Not reported  
MTBE Conc: 12  
Mtbe Fuel: Not reported  
Water System Name: CREEKSIDE VILLAGE APARTMENTS  
Well Name: WELL 01  
Distance To Lust: 5650.623813  
Waste Discharge Global ID: Not reported  
Waste Disch Assigned Name: Not reported

LUST Region 5:

Substance: GASOLINE  
Case Type: Aquifer affected  
Program: LUST  
Staff Initials: PRS  
Status: Preliminary site assessment underway  
MTBE Code: 0  
Respble Party: ULTRAMAR  
County Name: PLACER  
Case Number: 310018

CORTESE:

Reg Id: 310018  
Region: CORTESE  
Reg By: Leaking Underground Storage Tanks

J41  
ENE  
1/2-1  
4030 ft.  
Higher

2275 SIERRA MEADOWS DRIVE  
ROCKLIN, CA 95677

CHMIRS S100219013  
CA PLACER CO. MS N/A

Site 1 of 2 in cluster J

CHMIRS:

OES Control Number: 8910892 DOT ID: 1203  
DOT Hazard Class: Flammable liquid  
Chemical Name: GASOLINE  
Extent of Release: Not reported  
CAS Number: Not reported  
Quantity Released: 50  
Environmental Contamination: Ground Property Use: Mercantile, Business  
Incident Date: 16-NOV-89 Date Completed: 16-NOV-89  
Time Completed: 2252  
Physical State Stored: Liquid  
Physical State Released: Liquid  
Release Unit: Gallons

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

(Continued)

S100219013

Container Description : 1  
Container Type : 01  
Container Material : Iron Steel and Other Iron Alloys  
Level Of Container : Below Ground  
Container Capacity : 10000  
Container Capacity Units (code) : 2  
Extent Of Release (code) : 6  
Agency Id Number : 31080  
Agency Incident Number : 89846  
OES Incident Number : 8910892  
Time Notified : 2029  
Surrounding Area : 962  
Estimated Temperature : 55  
Property Management : C  
More Than Two Substances Involved? : Not reported  
Special Studies 1 : Not reported  
Special Studies 2 : Not reported  
Special Studies 3 : Not reported  
Special Studies 4 : Not reported  
Special Studies 5 : Not reported  
Special Studies 6 : Not reported  
Responding Agency Personnel # Of Injuries : 0  
Responding Agency Personnel # Of Fatalities : 0  
Resp Agency Personnel # Of Decontaminated : 0  
Others Number Of Decontaminated : 0  
Others Number Of Injuries : 0  
Others Number Of Fatalities : 0  
Vehicle Make/year : Not reported  
Vehicle License Number : Not reported  
Vehicle State : Not reported  
Vehicle Id Number : Not reported  
CA/DOT/PUC/ICC Number : Not reported  
Company Name : Not reported  
Reporting Officer Name/ID : BILL LUNA 641  
Report Date : 17-NOV-89  
Comments : Not reported  
Facility Telephone Number : 916 624-2436

Placer MS:

Facility ID: PR0001626  
District Code: 17  
Facility Status: Active

Facility ID: PR0003172  
District Code: 17  
Facility Status: Active

Facility ID: PR0004327  
District Code: 17  
Facility Status: Active

Facility ID: PR0006542  
District Code: 17  
Facility Status: Active

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
 EPA ID Number

**J42**      **UNITED PARCEL SERVICE**  
**ENE**      **2275 SIERRA MEADOWS**  
**1/2-1**     **ROCKLIN, CA 95677**  
**4030 ft.**  
**Higher**    **Site 2 of 2 in cluster J**

**RCRIS-SQG**    **1000399423**  
**FINDS**        **CAD981630825**  
**HAZNET**  
**LUST**  
**Cortese**  
**CA FID UST**  
**CA PLACER CO. MS**

**RCRIS:**

Owner:            UNITED PARCEL SERVICE  
                       (415) 555-1212  
 EPA ID:           CAD981630825  
 Contact:          ENVIRONMENTAL MANAGER  
                       (916) 321-4002

Classification:   Small Quantity Generator  
 Used Oil Recyc: No  
 TSDF Activities: Not reported

Violation Status: No violations found

**FINDS:**

Other Pertinent Environmental Activity Identified at Site:  
 Facility Registry System (FRS)  
 Resource Conservation and Recovery Act Information system (RCRAINFO)

**State LUST:**

|                   |   |                |              |
|-------------------|---|----------------|--------------|
| Cross Street:     | Not reported  | Confirm Leak:  | Not reported |
| Qty Leaked:       | Not reported  | Prelim Assess: | Not reported |
| Case Number:      | 310114  | Remed Plan:    | Not reported |
| Reg Board:        | 5   | Monitoring:    | Not reported |
| Chemical:         | Gasoline  |                |              |
| Lead Agency:      | Local Agency  |                |              |
| Local Agency :    | 31000   |                |              |
| Case Type:        | Soil only   |                |              |
| Status:           | Not reported  |                |              |
| County:           | Placer  |                |              |
| Review Date:      | Not reported  |                |              |
| Workplan:         | Not reported  |                |              |
| Pollution Char:   | Not reported  |                |              |
| Remed Action:     | Not reported  |                |              |
| Close Date:       | 7/31/92   |                |              |
| Release Date:     | Not reported  |                |              |
| Cleanup Fund Id : | Not reported  |                |              |
| Discover Date :   | Not reported  |                |              |
| Enforcement Dt :  | 1/1/65  |                |              |
| Enf Type:         | None Taken  |                |              |
| Enter Date :      | 2/28/91   |                |              |
| Funding:          | Not reported  |                |              |
| Staff Initials:   | UNK   |                |              |
| How Discovered:   | Not reported  |                |              |
| How Stopped:      | Not reported  |                |              |
| Interim :         | Not reported  |                |              |
| Leak Cause:       | Not reported  |                |              |
| Leak Source:      | Not reported  |                |              |
| MTBE Date :       | Not reported  |                |              |
| Max MTBE GW :     | Not reported  |                |              |
| MTBE Tested:      | Site NOT Tested for MTBE.Includes Unknown and Not Analyzed. |                |              |
| Priority:         | Low priority. Priority ranking can change over time.        |                |              |
| Local Case # :    | Not reported  |                |              |

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

UNITED PARCEL SERVICE (Continued)

1000399423

Beneficial: Not reported  
Staff : PRS  
GW Qualifies : Not reported  
Max MTBE Soil : Not reported  
Soil Qualifies : Not reported  
Hydr Basin #: Not reported  
Operator : Not reported  
Oversight Prgm: Local Implementing Agency UST (includes non-LOP cases within LOP jurisdiction)  
Oversight Prgm : LIA  
Review Date : 4/24/96  
Stop Date : Not reported  
Work Suspended :N  
Responsible Party:UNITED PARCEL SERVICE  
RP Address: 1380 SHORE DRIVE, WEST SACRAMENTO, CA 95691  
Global Id: T0606100094  
Org Name: Not reported  
Contact Person: Not reported  
MTBE Conc: 0  
Mtbe Fuel: Not reported  
Water System Name: CREEKSIDE VILLAGE APARTMENTS  
Well Name: WELL 01  
Distance To Lust: 5660.873594  
Waste Discharge Global ID: Not reported  
Waste Disch Assigned Name: Not reported

LUST Region 5:

Substance: GASOLINE  
Case Type: Soil only  
Program: LUST  
Staff Initials: PRS Case Number: 310114  
Status: Case Closed  
MTBE Code: N/A  
Respble Party: UNITED PARCEL SERVICE  
County Name: PLACER

HAZNET:

Gepaid: CAD980812903  
Tepaid: CAL000827844  
Gen County: Placer  
Tsd County: 4  
Tons: .2293  
Category: Aqueous solution with less than 10% total organic residues  
Disposal Method: Transfer Station  
Contact: Not reported  
Telephone: (000) 000-0000  
Mailing Address: 2275 SIERRA MEADOWS RD  
ROCKLIN, CA 95670  
County Placer

CORTESE:

Reg Id: 310114  
Region: CORTESE  
Reg By: Leaking Underground Storage Tanks

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
 EPA ID Number

**UNITED PARCEL SERVICE (Continued)**

**1000399423**

FID:  
 Facility ID: 31000095 Regulate ID: 00041884  
 Reg By: Active Underground Storage Tank Location  
 Cortese Code: Not reported SIC Code: Not reported  
 Status: Active Facility Tel: (916) 624-2137  
 Mail To: Not reported  
 1380 SHORE ST  
 ROCKLIN, CA 95677  
 Contact: Not reported Contact Tel: Not reported  
 DUNs No: Not reported NPDES No: Not reported  
 Creation: 10/22/93 Modified: 00/00/00  
 EPA ID: Not reported  
 Comments: Not reported  
 Placer MS:  
 Facility ID: PR0008091  
 District Code: 17  
 Facility Status: Active

43  
 NE  
 1/2-1  
 4256 ft.  
 Higher

**ROCKLIN CITY CORPORATION  
 2555 CORPORATION YARD  
 ROCKLIN, CA**

**LUST S101307948  
 Cortese N/A**

State LUST:  
 Cross Street: Not reported  
 Qty Leaked: Not reported  
 Case Number: 310246  
 Reg Board: 5  
 Chemical: Diesel  
 Lead Agency: Regional Board  
 Local Agency: 31000  
 Case Type: Aquifer affected  
 Status: Not reported  
 County: Placer  
 Review Date: Not reported Confirm Leak: Not reported  
 Workplan: Not reported Prelim Assess: Not reported  
 Pollution Char: Not reported Remed Plan: Not reported  
 Remed Action: Not reported Monitoring: Not reported  
 Close Date: 11/18/97  
 Release Date: Not reported  
 Cleanup Fund Id: Not reported  
 Discover Date: 7/1/92  
 Enforcement Dt: 1/1/65  
 Enf Type: None Taken  
 Enter Date: 3/23/93  
 Funding: Responsible Party  
 Staff Initials: UNK  
 How Discovered: Tank Closure  
 How Stopped: Close Tank  
 Interim: Not reported  
 Leak Cause: Not reported  
 Leak Source: Not reported  
 MTBE Date: Not reported  
 Max MTBE GW: Not reported  
 MTBE Tested: Not Required to be Tested.  
 Priority: Medium priority  
 Local Case #: Not reported

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
 EPA ID Number

**ROCKLIN CITY CORPORATION (Continued)**

**S101307948**

Beneficial: Not reported  
 Staff : PRS  
 GW Qualifies : Not reported  
 Max MTBE Soil : Not reported  
 Soil Qualifies : Not reported  
 Hydr Basin #: Not reported  
 Operator : Not reported  
 Oversight Prgm: RB Lead Underground Storage Tank  
 Oversight Prgm : UST  
 Review Date : 11/19/97  
 Stop Date : Not reported  
 Work Suspended :N  
 Responsible Party:ROCKLIN CITY  
 RP Address: Not reported  
 Global Id: T0606100197  
 Org Name: Not reported  
 Contact Person: Not reported  
 MTBE Conc: 0  
 Mtbe Fuel: Not reported  
 Water System Name: CREEKSIDE VILLAGE APARTMENTS  
 Well Name: WELL 01  
 Distance To Lust: 5193.16213  
 Waste Discharge Global ID: Not reported  
 Waste Disch Assigned Name: Not reported

LUST Region 5:

Substance: DIESEL  
 Case Type: Aquifer affected  
 Program: LUST  
 Staff Initials: PRS  
 Status: Case Closed  
 MTBE Code: N/A  
 Respble Party: ROCKLIN CITY  
 County Name: PLACER

Case Number: 310246

CORTESE:

Reg Id: 310246  
 Region: CORTESE  
 Reg By: Leaking Underground Storage Tanks

44  
 ESE  
 1/2-1  
 4444 ft.  
 Higher

**ARCO #5440 CASE #1**  
**4500 ROCKLIN**  
**ROCKLIN, CA**

LUST S101577501  
 Cortese N/A  
 CA PLACER CO. MS

State LUST:

Cross Street: CHINA GARDE  
 Qty Leaked: Not reported  
 Case Number 310167  
 Reg Board: 5  
 Chemical: Unleaded Gasoline  
 Lead Agency: Local Agency  
 Local Agency : 31000  
 Case Type: Soil only  
 Status: Not reported  
 County: Placer  
 Abate Method: Other Means  
 Review Date: Not reported  
 Workplan: Not reported

Confirm Leak: Not reported  
 Prelim Assess: Not reported

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

ARCO #5440 CASE #1 (Continued)

S101577501

Pollution Char: Not reported  
Remed Action: Not reported  
Close Date: 12/18/91  
Release Date: Not reported  
Cleanup Fund Id : Not reported  
Discover Date : 12/18/91  
Enforcement Dt : 1/1/65  
Enf Type: None Taken  
Enter Date : 4/22/92  
Funding: Not reported  
Staff Initials: UNK  
How Discovered: Other Means  
How Stopped: Other Means  
Interim : Not reported  
Leak Cause: Overfill  
Leak Source: Other Source  
MTBE Date : Not reported  
Max MTBE GW : Not reported  
MTBE Tested: Site NOT Tested for MTBE.Includes Unknown and Not Analyzed.  
Priority: Low priority. Priority ranking can change over time.  
Local Case # : Not reported  
Beneficial: Not reported  
Staff : PRS  
GW Qualifies : Not reported  
Max MTBE Soil : Not reported  
Soil Qualifies : Not reported  
Hydr Basin #: Not reported  
Operator : Not reported  
Oversight Prgm: Local Implementing Agency UST (includes non-LOP cases within LOP jurisdiction)  
Oversight Prgm : LIA  
Review Date : 9/29/94  
Stop Date : 12/18/91  
Work Suspended :N  
Responsible Party:ARCO  
RP Address: 17315 STUDEBAKER RD,CERRITOS,CA 90701  
Global Id: T0606100136  
Org Name: Not reported  
Contact Person: Not reported  
MTBE Conc: 0  
Mtbe Fuel: Not reported  
Water System Name: CREEKSIDE VILLAGE APARTMENTS  
Well Name: WELL 01  
Distance To Lust: 1614.393908  
Waste Discharge Global ID: Not reported  
Waste Disch Assigned Name: Not reported

Remed Plan: Not reported  
Monitoring: Not reported

LUST Region 5:

Substance: UNLEAD GASOLINE  
Case Type: Aquifer affected  
Program: LUST  
Staff Initials: PRS  
Status: Case Closed  
MTBE Code: 0  
Resple Party: ARCO  
County Name: PLACER  
Case Number: 310167

CORTESE:

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

ARCO #5440 CASE #1 (Continued)

S101577501

Reg Id: 310167  
Region: CORTESE  
Reg By: Leaking Underground Storage Tanks

Reg Id: 310375  
Region: CORTESE  
Reg By: Leaking Underground Storage Tanks

Placer MS:

Facility ID: PR0000032  
District Code: 18  
Facility Status: Active

Facility ID: PR0003008  
District Code: 18  
Facility Status: Active

Facility ID: PR0006595  
District Code: 18  
Facility Status: Active

Facility ID: PR0007546  
District Code: 18  
Facility Status: Active

45  
NE  
1/2-1  
4468 ft.  
Higher

LOUISIANA PACIFIC CORP  
4385 PACIFIC AVE  
ROCKLIN, CA 95677

HAZNET S103975494  
LUST N/A  
Cortese

State LUST:

Cross Street: Not reported  
Qty Leaked: Not reported  
Case Number: 310324  
Reg Board: 5  
Chemical: Gasoline  
Lead Agency: Regional Board  
Local Agency: 31000  
Case Type: Other ground water affected  
Status: Not reported  
County: Placer  
Review Date: 10/2/96  
Workplan: Not reported  
Pollution Char: Not reported  
Remed Action: Not reported  
Close Date: 4/3/01  
Release Date: Not reported  
Cleanup Fund Id: Not reported  
Discover Date: 10/2/96  
Enforcement Dt: 10/20/00  
Enf Type: Informal Enforcement Actions, including Notices of Violations and Staff Enforcement Letters  
Enter Date: 11/13/96  
Funding: Not reported  
Staff Initials: DAV  
How Discovered: Tank Closure  
How Stopped: Close Tank  
Interim: Not reported  
Leak Cause: Unknown

Confirm Leak: 10/2/96  
Prelim Assess: Not reported  
Remed Plan: Not reported  
Monitoring: Not reported

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

LOUISIANA PACIFIC CORP (Continued)

S103975494

Leak Source: Unknown  
MTBE Date : 1/4/01  
Max MTBE GW : 4.1  
MTBE Tested: MTBE Detected. Site tested for MTBE & MTBE detected  
Priority: Medium priority  
Local Case # : Not reported  
Beneficial: Not reported  
Staff : PRS  
GW Qualifies : =  
Max MTBE Soil : Not reported  
Soil Qualifies : Not reported  
Hydr Basin #: Not reported  
Operator : Not reported  
Oversight Prgm: RB Lead Underground Storage Tank  
Oversight Prgm : UST  
Review Date : 1/4/01  
Stop Date : 10/2/96  
Work Suspended :N  
Responsible Party:LOUISIANA-PACIFIC CORP  
RP Address: PO BOX 158, LP DRIVE, SAMOA, CA 95564  
Global Id: T0606100266  
Org Name: Not reported  
Contact Person: Not reported  
MTBE Conc: 1  
Mtbe Fuel: Not reported  
Water System Name: Not reported  
Well Name: Not reported  
Distance To Lust: 6065.910689  
Waste Discharge Global ID: Not reported  
Waste Disch Assigned Name: Not reported

LUST Region 5:

Substance: GASOLINE  
Case Type: Other ground water affected  
Program: LUST  
Staff Initials: PRS  
Status: Case Closed  
MTBE Code: 0  
Resple Party: LOUISIANA-PACIFIC CORP  
County Name: PLACER

Case Number: 310324

HAZNET:

Gepaid: CAL000148849  
Tepaid: CAD009466392  
Gen County: Placer  
Tsd County: 7  
Tons: 8.0000  
Category: Other empty containers 30 gallons or more  
Disposal Method: Recycler  
Contact: LOUISIANA-PACIFIC CORPORATION  
Telephone: (707) 443-7511  
Mailing Address: 4385 PACIFIC STREET  
ROCKLIN, CA 95677 - 0158  
County Placer

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

LOUISIANA PACIFIC CORP (Continued)

S103975494

Gepaid: CAL000148849  
Tepaid: CAD980675276  
Gen County: Placer  
Tsd County: Kern  
Tons: .1250  
Category: Unspecified oil-containing waste  
Disposal Method: Treatment, Tank  
Contact: LOUISIANA-PACIFIC CORPORATION  
Telephone: (707) 443-7511  
Mailing Address: 4385 PACIFIC STREET  
ROCKLIN, CA 95677 - 0158  
County Placer  
Gepaid: CAL000148849  
Tepaid: CAL000051079  
Gen County: Placer  
Tsd County: Sacramento  
Tons: 2.8022  
Category: Unspecified oil-containing waste  
Disposal Method: Not reported  
Contact: LOUISIANA-PACIFIC CORPORATION  
Telephone: (707) 443-7511  
Mailing Address: 4385 PACIFIC STREET  
ROCKLIN, CA 95677 - 0158  
County Placer  
Gepaid: CAL000148849  
Tepaid: CAD982444481  
Gen County: Placer  
Tsd County: San Bernardino  
Tons: .1500  
Category: Other organic solids  
Disposal Method: Transfer Station  
Contact: LOUISIANA-PACIFIC CORPORATION  
Telephone: (707) 443-7511  
Mailing Address: 4385 PACIFIC STREET  
ROCKLIN, CA 95677 - 0158  
County Placer  
Gepaid: CAL000148849  
Tepaid: CAL000051079  
Gen County: Placer  
Tsd County: Sacramento  
Tons: .8340  
Category: Unspecified oil-containing waste  
Disposal Method: Not reported  
Contact: LOUISIANA-PACIFIC CORPORATION  
Telephone: (707) 443-7511  
Mailing Address: 4385 PACIFIC STREET  
ROCKLIN, CA 95677 - 0158  
County Placer

The CA HAZNET database contains 3 additional records for this site.  
Please contact your EDR Account Executive for more information.

CORTESE:

Reg Id: 310324  
Region: CORTESE  
Reg By: Leaking Underground Storage Tanks

ORPHAN SUMMARY

| City    | EDR ID     | Site Name                                   | Site Address                                    | Zip   | Database(s) |
|---------|------------|---|---|-------|-------------|
| ROCKLIN | S105482312 | KINDER MORGAN ENERGY PARTNERS, ROCKLIN LEAK | MARLEE WAY / STANFORD RANCH ROAD, ROCKLIN       |       | CA SLIC     |
| ROCKLIN | 1005415482 | AUTOWEST HONDA P D I FACILITY               | 5485 PACIFIC ST UNIT B AND C                    | 95677 | RCRIS-SQG   |
| ROCKLIN | S102804519 | JE PALMER                                   | 525 PACIFIC STREET                              | 95677 | HAZNET      |
| ROCKLIN | S105482307 | FOREST PRODUCTS MANUFACTURING               | PACIFIC STREET, INDUSTRIAL PARK, LOT 5, ROCKLIN |       | CA SLIC     |
| ROCKLIN | S105482323 | SUNSET WEST**                               | SUNSET BLVD., ROCKLIN                           |       | CA SLIC     |

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

**Elapsed ASTM days:** Provides confirmation that this EDR report meets or exceeds the 90-day updating requirement of the ASTM standard.

### FEDERAL ASTM STANDARD RECORDS

#### **NPL:** National Priority List

Source: EPA

Telephone: N/A

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 07/18/02

Date Made Active at EDR: 09/20/02

Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 08/01/02

Elapsed ASTM days: 50

Date of Last EDR Contact: 08/01/02

#### **NPL Site Boundaries**

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)

Telephone: 202-564-7333

EPA Region 1

Telephone 617-918-1143

EPA Region 3

Telephone 215-814-5418

EPA Region 4

Telephone 404-562-8033

EPA Region 6

Telephone: 214-655-6659

EPA Region 8

Telephone: 303-312-6774

#### **Proposed NPL:** Proposed National Priority List Sites

Source: EPA

Telephone: N/A

Date of Government Version: 05/29/02

Date Made Active at EDR: 09/20/02

Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 08/01/02

Elapsed ASTM days: 50

Date of Last EDR Contact: 08/01/02

#### **CERCLIS:** Comprehensive Environmental Response, Compensation, and Liability Information System

Source: EPA

Telephone: 703-413-0223

CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 05/15/02

Date Made Active at EDR: 08/08/02

Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 06/24/02

Elapsed ASTM days: 45

Date of Last EDR Contact: 06/24/02

#### **CERCLIS-NFRAP:** CERCLIS No Further Remedial Action Planned

Source: EPA

Telephone: 703-413-0223

As of February 1995, CERCLIS sites designated "No Further Remedial Action Planned" (NFRAP) have been removed from CERCLIS. NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed quickly without the need for the site to be placed on the NPL, or the contamination was not serious enough to require Federal Superfund action or NPL consideration. EPA has removed approximately 25,000 NFRAP sites to lift the unintended barriers to the redevelopment of these properties and has archived them as historical records so EPA does not needlessly repeat the investigations in the future. This policy change is part of the EPA's Brownfields Redevelopment Program to help cities, states, private investors and affected citizens to promote economic redevelopment of unproductive urban sites.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 05/15/02  
Date Made Active at EDR: 08/08/02  
Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 06/24/02  
Elapsed ASTM days: 45  
Date of Last EDR Contact: 06/24/02

### **CORRACTS:** Corrective Action Report

Source: EPA

Telephone: 800-424-9346

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 05/02/02  
Date Made Active at EDR: 07/15/02  
Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 05/06/02  
Elapsed ASTM days: 70  
Date of Last EDR Contact: 09/09/02

### **RCRIS:** Resource Conservation and Recovery Information System

Source: EPA/NTIS

Telephone: 800-424-9346

Resource Conservation and Recovery Information System. RCRIS includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA).

Date of Government Version: 07/10/02  
Date Made Active at EDR: 09/20/02  
Database Release Frequency: Varies

Date of Data Arrival at EDR: 07/26/02  
Elapsed ASTM days: 56  
Date of Last EDR Contact: 06/20/02

### **ERNS:** Emergency Response Notification System

Source: EPA/NTIS

Telephone: 202-260-2342

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 12/31/01  
Date Made Active at EDR: 07/15/02  
Database Release Frequency: Varies

Date of Data Arrival at EDR: 07/02/02  
Elapsed ASTM days: 13  
Date of Last EDR Contact: 07/24/02

### **FEDERAL ASTM SUPPLEMENTAL RECORDS**

#### **BRS:** Biennial Reporting System

Source: EPA/NTIS

Telephone: 800-424-9346

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/99  
Database Release Frequency: Biennially

Date of Last EDR Contact: 09/16/02  
Date of Next Scheduled EDR Contact: 12/16/02

#### **CONSENT:** Superfund (CERCLA) Consent Decrees

Source: EPA Regional Offices

Telephone: Varies

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: N/A  
Database Release Frequency: Varies

Date of Last EDR Contact: N/A  
Date of Next Scheduled EDR Contact: N/A

#### **ROD:** Records Of Decision

Source: EPA

Telephone: 703-416-0223

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/21/01  
Database Release Frequency: Annually

Date of Last EDR Contact: 07/09/02  
Date of Next Scheduled EDR Contact: 10/07/02

### **DELISTED NPL:** National Priority List Deletions

Source: EPA  
Telephone: N/A

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 07/18/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 08/01/02  
Date of Next Scheduled EDR Contact: 11/04/02

### **FINDS:** Facility Index System/Facility Identification Initiative Program Summary Report

Source: EPA  
Telephone: N/A

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 03/21/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 07/08/02  
Date of Next Scheduled EDR Contact: 10/07/02

### **HMIRS:** Hazardous Materials Information Reporting System

Source: U.S. Department of Transportation  
Telephone: 202-366-4555

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 05/31/02  
Database Release Frequency: Annually

Date of Last EDR Contact: 07/22/02  
Date of Next Scheduled EDR Contact: 10/21/02

### **MLTS:** Material Licensing Tracking System

Source: Nuclear Regulatory Commission  
Telephone: 301-415-7169

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/12/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 07/08/02  
Date of Next Scheduled EDR Contact: 10/07/02

### **MINES:** Mines Master Index File

Source: Department of Labor, Mine Safety and Health Administration  
Telephone: 303-231-5959

Date of Government Version: 06/05/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 07/01/02  
Date of Next Scheduled EDR Contact: 09/30/02

### **NPL LIENS:** Federal Superfund Liens

Source: EPA  
Telephone: 205-564-4267

Federal Superfund Liens. Under the authority granted the USEPA by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner receives notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/15/91  
Database Release Frequency: No Update Planned

Date of Last EDR Contact: 08/26/02  
Date of Next Scheduled EDR Contact: 11/25/02

**PADS:** PCB Activity Database System

Source: EPA

Telephone: 202-564-3887

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 03/01/02  
Database Release Frequency: Annually

Date of Last EDR Contact: 08/02/02  
Date of Next Scheduled EDR Contact: 11/11/02

**RAATS:** RCRA Administrative Action Tracking System

Source: EPA

Telephone: 202-564-4104

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/95  
Database Release Frequency: No Update Planned

Date of Last EDR Contact: 09/10/02  
Date of Next Scheduled EDR Contact: 12/09/02

**TRIS:** Toxic Chemical Release Inventory System

Source: EPA

Telephone: 202-260-1531

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/00  
Database Release Frequency: Annually

Date of Last EDR Contact: 06/24/02  
Date of Next Scheduled EDR Contact: 09/23/02

**TSCA:** Toxic Substances Control Act

Source: EPA

Telephone: 202-260-5521

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/98  
Database Release Frequency: Every 4 Years

Date of Last EDR Contact: 09/09/02  
Date of Next Scheduled EDR Contact: 12/09/02

**FTTS INSP:** FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

Source: EPA

Telephone: 202-564-2501

Date of Government Version: 04/25/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 07/03/02  
Date of Next Scheduled EDR Contact: 09/23/02

**SSTS:** Section 7 Tracking Systems

Source: EPA

Telephone: 202-564-5008

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/00  
Database Release Frequency: Annually

Date of Last EDR Contact: 07/19/02  
Date of Next Scheduled EDR Contact: 10/21/02

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

**FTTS:** FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)  
Source: EPA/Office of Prevention, Pesticides and Toxic Substances

Telephone: 202-564-2501

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/25/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 07/03/02  
Date of Next Scheduled EDR Contact: 09/23/02

### STATE OF CALIFORNIA ASTM STANDARD RECORDS

**AWP:** Annual Workplan Sites

Source: California Environmental Protection Agency  
Telephone: 916-323-3400

Known Hazardous Waste Sites. California DTSC's Annual Workplan (AWP), formerly BEP, identifies known hazardous substance sites targeted for cleanup.

Date of Government Version: 07/05/02  
Date Made Active at EDR: 08/12/02  
Database Release Frequency: Annually

Date of Data Arrival at EDR: 07/08/02  
Elapsed ASTM days: 35  
Date of Last EDR Contact: 07/08/02

**CAL-SITES:** Calsites Database

Source: Department of Toxic Substance Control  
Telephone: 916-323-3400

The Calsites database contains potential or confirmed hazardous substance release properties. In 1996, California EPA reevaluated and significantly reduced the number of sites in the Calsites database.

Date of Government Version: 10/01/00  
Date Made Active at EDR: 11/22/00  
Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 10/30/00  
Elapsed ASTM days: 23  
Date of Last EDR Contact: 07/08/02

**CHMIRS:** California Hazardous Material Incident Report System

Source: Office of Emergency Services  
Telephone: 916-845-8400

California Hazardous Material Incident Reporting System. CHMIRS contains information on reported hazardous material incidents (accidental releases or spills).

Date of Government Version: 12/31/94  
Date Made Active at EDR: 04/24/95  
Database Release Frequency: No Update Planned

Date of Data Arrival at EDR: 03/13/95  
Elapsed ASTM days: 42  
Date of Last EDR Contact: 08/26/02

**CORTESE:** "Cortese" Hazardous Waste & Substances Sites List

Source: CAL EPA/Office of Emergency Information  
Telephone: 916-323-9100

The sites for the list are designated by the State Water Resource Control Board (LUST), the Integrated Waste Board (SWF/LS), and the Department of Toxic Substances Control (Cal-Sites).

Date of Government Version: 04/01/01  
Date Made Active at EDR: 07/26/01  
Database Release Frequency: Varies

Date of Data Arrival at EDR: 05/29/01  
Elapsed ASTM days: 58  
Date of Last EDR Contact: 07/24/02

**NOTIFY 65:** Proposition 65 Records

Source: State Water Resources Control Board  
Telephone: 916-445-3846

Proposition 65 Notification Records. NOTIFY 65 contains facility notifications about any release which could impact drinking water and thereby expose the public to a potential health risk.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/21/93  
Date Made Active at EDR: 11/19/93  
Database Release Frequency: No Update Planned

Date of Data Arrival at EDR: 11/01/93  
Elapsed ASTM days: 18  
Date of Last EDR Contact: 07/19/02

**TOXIC PITS:** Toxic Pits Cleanup Act Sites

Source: State Water Resources Control Board  
Telephone: 916-227-4364

Toxic PITS Cleanup Act Sites. TOXIC PITS identifies sites suspected of containing hazardous substances where cleanup has not yet been completed.

Date of Government Version: 07/01/95  
Date Made Active at EDR: 09/26/95  
Database Release Frequency: No Update Planned

Date of Data Arrival at EDR: 08/30/95  
Elapsed ASTM days: 27  
Date of Last EDR Contact: 07/25/02

**SWF/LF (SWIS):** Solid Waste Information System

Source: Integrated Waste Management Board  
Telephone: 916-341-6320

Active, Closed and Inactive Landfills. SWF/LF records typically contain an inventory of solid waste disposal facilities or landfills. These may be active or inactive facilities or open dumps that failed to meet RCRA Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 06/14/02  
Date Made Active at EDR: 07/19/02  
Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 06/17/02  
Elapsed ASTM days: 32  
Date of Last EDR Contact: 09/16/02

**WMUDS/SWAT:** Waste Management Unit Database

Source: State Water Resources Control Board  
Telephone: 916-227-4448

Waste Management Unit Database System. WMUDS is used by the State Water Resources Control Board staff and the Regional Water Quality Control Boards for program tracking and inventory of waste management units. WMUDS is composed of the following databases: Facility Information, Scheduled Inspections Information, Waste Management Unit Information, SWAT Program Information, SWAT Report Summary Information, SWAT Report Summary Data, Chapter 15 (formerly Subchapter 15) Information, Chapter 15 Monitoring Parameters, TPCA Program Information, RCRA Program Information, Closure Information, and Interested Parties Information.

Date of Government Version: 04/01/00  
Date Made Active at EDR: 05/10/00  
Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 04/10/00  
Elapsed ASTM days: 30  
Date of Last EDR Contact: 09/11/02

**LUST:** Leaking Underground Storage Tank Information System

Source: State Water Resources Control Board  
Telephone: 916-341-5740

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 07/11/02  
Date Made Active at EDR: 09/03/02  
Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 07/18/02  
Elapsed ASTM days: 47  
Date of Last EDR Contact: 07/09/02

**CA BOND EXP. PLAN:** Bond Expenditure Plan

Source: Department of Health Services  
Telephone: 916-255-2118

Department of Health Services developed a site-specific expenditure plan as the basis for an appropriation of Hazardous Substance Cleanup Bond Act funds. It is not updated.

Date of Government Version: 01/01/89  
Date Made Active at EDR: 08/02/94  
Database Release Frequency: No Update Planned

Date of Data Arrival at EDR: 07/27/94  
Elapsed ASTM days: 6  
Date of Last EDR Contact: 05/31/94

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## CA UST:

### UST: Active UST Facilities

Source: SWRCB

Telephone: 916-341-5700

Active UST facilities gathered from the local regulatory agencies

Date of Government Version: 01/17/02

Date Made Active at EDR: 02/12/02

Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 01/21/02

Elapsed ASTM days: 22

Date of Last EDR Contact: 07/09/02

### CA FID UST: Facility Inventory Database

Source: California Environmental Protection Agency

Telephone: 916-445-6532

The Facility Inventory Database (FID) contains a historical listing of active and inactive underground storage tank locations from the State Water Resource Control Board. Refer to local/county source for current data.

Date of Government Version: 10/31/94

Date Made Active at EDR: 09/29/95

Database Release Frequency: No Update Planned

Date of Data Arrival at EDR: 09/05/95

Elapsed ASTM days: 24

Date of Last EDR Contact: 12/28/98

### HIST UST: Hazardous Substance Storage Container Database

Source: State Water Resources Control Board

Telephone: 916-341-5700

The Hazardous Substance Storage Container Database is a historical listing of UST sites. Refer to local/county source for current data.

Date of Government Version: 10/15/90

Date Made Active at EDR: 02/12/91

Database Release Frequency: No Update Planned

Date of Data Arrival at EDR: 01/25/91

Elapsed ASTM days: 18

Date of Last EDR Contact: 07/26/01

## STATE OF CALIFORNIA ASTM SUPPLEMENTAL RECORDS

### AST: Aboveground Petroleum Storage Tank Facilities

Source: State Water Resources Control Board

Telephone: 916-227-4382

Registered Aboveground Storage Tanks.

Date of Government Version: 05/21/02

Database Release Frequency: Quarterly

Date of Last EDR Contact: 07/29/02

Date of Next Scheduled EDR Contact: 11/04/02

### CLEANERS: Cleaner Facilities

Source: Department of Toxic Substance Control

Telephone: 916-225-0873

A list of drycleaner related facilities that have EPA ID numbers. These are facilities with certain SIC codes: power laundries, family and commercial; garment pressing and cleaner's agents; linen supply; coin-operated laundries and cleaning; drycleaning plants, except rugs; carpet and upholster cleaning; industrial launderers; laundry and garment services.

Date of Government Version: 03/18/02

Database Release Frequency: Annually

Date of Last EDR Contact: 07/08/02

Date of Next Scheduled EDR Contact: 10/07/02

### CA WDS: Waste Discharge System

Source: State Water Resources Control Board

Telephone: 916-657-1571

Sites which have been issued waste discharge requirements.

Date of Government Version: 06/17/02

Database Release Frequency: Quarterly

Date of Last EDR Contact: 06/24/02

Date of Next Scheduled EDR Contact: 09/23/02

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## **DEED: List of Deed Restrictions**

Source: Department of Toxic Substances Control  
Telephone: 916-323-3400

The use of recorded land use restrictions is one of the methods the DTSC uses to protect the public from unsafe exposures to hazardous substances and wastes.

Date of Government Version: 07/05/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 07/08/02  
Date of Next Scheduled EDR Contact: 10/07/02

## **HAZNET: Hazardous Waste Information System**

Source: California Environmental Protection Agency  
Telephone: 916-255-1136

Facility and Manifest Data. The data is extracted from the copies of hazardous waste manifests received each year by the DTSC. The annual volume of manifests is typically 700,000 - 1,000,000 annually, representing approximately 350,000 - 500,000 shipments. Data are from the manifests submitted without correction, and therefore many contain some invalid values for data elements such as generator ID, TSD ID, waste category, and disposal method.

Date of Government Version: 12/31/00  
Database Release Frequency: Annually

Date of Last EDR Contact: 08/26/02  
Date of Next Scheduled EDR Contact: 11/11/02

## **LOCAL RECORDS**

### **ALAMEDA COUNTY:**

#### **Local Oversight Program Listing of UGT Cleanup Sites**

Source: Alameda County Environmental Health Services  
Telephone: 510-567-6700

Date of Government Version: 07/12/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 07/12/02  
Date of Next Scheduled EDR Contact: 10/28/02

#### **Underground Tanks**

Source: Alameda County Environmental Health Services  
Telephone: 510-567-6700

Date of Government Version: 06/01/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 07/22/02  
Date of Next Scheduled EDR Contact: 10/28/02

### **CONTRA COSTA COUNTY:**

#### **Site List**

Source: Contra Costa Health Services Department  
Telephone: 925-646-2286

List includes sites from the underground tank, hazardous waste generator and business plan/2185 programs.

Date of Government Version: 06/05/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 09/03/02  
Date of Next Scheduled EDR Contact: 12/02/02

### **FRESNO COUNTY:**

#### **CUPA Resources List**

Source: Dept. of Community Health  
Telephone: 559-445-3271

Certified Unified Program Agency. CUPA's are responsible for implementing a unified hazardous materials and hazardous waste management regulatory program. The agency provides oversight of businesses that deal with hazardous materials, operate underground storage tanks or aboveground storage tanks.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/31/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 07/30/02  
Date of Next Scheduled EDR Contact: 11/11/02

## KERN COUNTY:

### Underground Storage Tank Sites & Tanks Listing

Source: Kern County Environment Health Services Department  
Telephone: 661-862-8700  
Kern County Sites and Tanks Listing.

Date of Government Version: 06/01/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 09/16/02  
Date of Next Scheduled EDR Contact: 12/02/02

## LOS ANGELES COUNTY:

### List of Solid Waste Facilities

Source: La County Department of Public Works  
Telephone: 818-458-5185

Date of Government Version: 11/09/99  
Database Release Frequency: Varies

Date of Last EDR Contact: 08/28/02  
Date of Next Scheduled EDR Contact: 11/18/02

### City of El Segundo Underground Storage Tank

Source: City of El Segundo Fire Department  
Telephone: 310-607-2239

Date of Government Version: 08/01/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 08/19/02  
Date of Next Scheduled EDR Contact: 11/18/02

### City of Long Beach Underground Storage Tank

Source: City of Long Beach Fire Department  
Telephone: 562-570-2543

Date of Government Version: 05/30/02  
Database Release Frequency: Annually

Date of Last EDR Contact: 08/26/02  
Date of Next Scheduled EDR Contact: 11/25/02

### City of Torrance Underground Storage Tank

Source: City of Torrance Fire Department  
Telephone: 310-618-2973

Date of Government Version: 08/01/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 08/19/02  
Date of Next Scheduled EDR Contact: 11/18/02

### City of Los Angeles Landfills

Source: Engineering & Construction Division  
Telephone: 213-473-7869

Date of Government Version: 03/01/02  
Database Release Frequency: Varies

Date of Last EDR Contact: 09/16/02  
Date of Next Scheduled EDR Contact: 12/16/02

### HMS: Street Number List

Source: Department of Public Works  
Telephone: 626-458-3517  
Industrial Waste and Underground Storage Tank Sites.

Date of Government Version: 05/30/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 08/19/02  
Date of Next Scheduled EDR Contact: 11/18/02

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### Site Mitigation List

Source: Community Health Services  
Telephone: 323-890-7806  
Industrial sites that have had some sort of spill or complaint.

Date of Government Version: 02/28/02  
Database Release Frequency: Annually

Date of Last EDR Contact: 08/19/02  
Date of Next Scheduled EDR Contact: 11/18/02

### San Gabriel Valley Areas of Concern

Source: EPA Region 9  
Telephone: 415-744-2407  
San Gabriel Valley areas where VOC contamination is at or above the MCL as designated by region 9 EPA office.

Date of Government Version: 12/31/98  
Database Release Frequency: No Update Planned

Date of Last EDR Contact: 06/29/99  
Date of Next Scheduled EDR Contact: N/A

### MARIN COUNTY:

#### Underground Storage Tank Sites

Source: Public Works Department Waste Management  
Telephone: 415-499-6647  
Currently permitted USTs in Marin County.

Date of Government Version: 08/06/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 07/29/02  
Date of Next Scheduled EDR Contact: 11/04/02

### NAPA COUNTY:

#### Sites With Reported Contamination

Source: Napa County Department of Environmental Management  
Telephone: 707-253-4269

Date of Government Version: 04/01/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 07/01/02  
Date of Next Scheduled EDR Contact: 09/30/02

#### Closed and Operating Underground Storage Tank Sites

Source: Napa County Department of Environmental Management  
Telephone: 707-253-4269

Date of Government Version: 04/01/02  
Database Release Frequency: Annually

Date of Last EDR Contact: 07/01/02  
Date of Next Scheduled EDR Contact: 09/30/02

### ORANGE COUNTY:

#### List of Underground Storage Tank Cleanups

Source: Health Care Agency  
Telephone: 714-834-3446  
Orange County Underground Storage Tank Cleanups (LUST).

Date of Government Version: 11/27/01  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 09/10/02  
Date of Next Scheduled EDR Contact: 12/09/02

#### List of Underground Storage Tank Facilities

Source: Health Care Agency  
Telephone: 714-834-3446  
Orange County Underground Storage Tank Facilities (UST).

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 11/27/01  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 09/10/02  
Date of Next Scheduled EDR Contact: 12/09/02

### List of Industrial Site Cleanups

Source: Health Care Agency  
Telephone: 714-834-3446  
Petroleum and non-petroleum spills.

Date of Government Version: 10/24/00  
Database Release Frequency: Annually

Date of Last EDR Contact: 09/10/02  
Date of Next Scheduled EDR Contact: 12/09/02

### PLACER COUNTY:

#### Master List of Facilities

Source: Placer County Health and Human Services  
Telephone: 530-889-7312  
List includes aboveground tanks, underground tanks and cleanup sites.

Date of Government Version: 07/18/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 06/24/02  
Date of Next Scheduled EDR Contact: 09/23/02

### RIVERSIDE COUNTY:

#### Listing of Underground Tank Cleanup Sites

Source: Department of Public Health  
Telephone: 909-358-5055  
Riverside County Underground Storage Tank Cleanup Sites (LUST).

Date of Government Version: 03/27/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 07/22/02  
Date of Next Scheduled EDR Contact: 10/21/02

#### Underground Storage Tank Tank List

Source: Health Services Agency  
Telephone: 909-358-5055

Date of Government Version: 03/01/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 07/22/02  
Date of Next Scheduled EDR Contact: 10/21/02

### SACRAMENTO COUNTY:

#### CS - Contaminated Sites

Source: Sacramento County Environmental Management  
Telephone: 916-875-8406

Date of Government Version: 06/11/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 07/24/02  
Date of Next Scheduled EDR Contact: 11/04/02

#### ML - Regulatory Compliance Master List

Source: Sacramento County Environmental Management  
Telephone: 916-875-8406

Any business that has hazardous materials on site - hazardous material storage sites, underground storage tanks, waste generators.

Date of Government Version: 06/11/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 07/24/02  
Date of Next Scheduled EDR Contact: 11/04/02

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## SAN BERNARDINO COUNTY:

### Hazardous Material Permits

Source: San Bernardino County Fire Department Hazardous Materials Division

Telephone: 909-387-3041

This listing includes underground storage tanks, medical waste handlers/generators, hazardous materials handlers, hazardous waste generators, and waste oil generators/handlers.

Date of Government Version: 06/27/02

Database Release Frequency: Quarterly

Date of Last EDR Contact: 09/10/02

Date of Next Scheduled EDR Contact: 12/10/02

## SAN DIEGO COUNTY:

### Solid Waste Facilities

Source: Department of Health Services

Telephone: 619-338-2209

San Diego County Solid Waste Facilities.

Date of Government Version: 08/01/00

Database Release Frequency: Varies

Date of Last EDR Contact: 08/26/02

Date of Next Scheduled EDR Contact: 11/25/02

### Hazardous Materials Management Division Database

Source: Hazardous Materials Management Division

Telephone: 619-338-2268

The database includes: HE58 - This report contains the business name, site address, business phone number, establishment 'H' permit number, type of permit, and the business status. HE17 - In addition to providing the same information provided in the HE58 listing, HE17 provides inspection dates, violations received by the establishment, hazardous waste generated, the quantity, method of storage, treatment/disposal of waste and the hauler, and information on underground storage tanks. Unauthorized Release List - Includes a summary of environmental contamination cases in San Diego County (underground tank cases, non-tank cases, groundwater contamination, and soil contamination are included.)

Date of Government Version: 03/31/02

Database Release Frequency: Quarterly

Date of Last EDR Contact: 07/08/02

Date of Next Scheduled EDR Contact: 10/07/02

## SAN FRANCISCO COUNTY:

### Local Oversight Facilities

Source: Department Of Public Health San Francisco County

Telephone: 415-252-3920

Date of Government Version: 06/12/02

Database Release Frequency: Quarterly

Date of Last EDR Contact: 09/10/02

Date of Next Scheduled EDR Contact: 12/09/02

### Underground Storage Tank Information

Source: Department of Public Health

Telephone: 415-252-3920

Date of Government Version: 06/12/02

Database Release Frequency: Quarterly

Date of Last EDR Contact: 09/10/02

Date of Next Scheduled EDR Contact: 12/09/02

## SAN MATEO COUNTY:

### Fuel Leak List

Source: San Mateo County Environmental Health Services Division

Telephone: 650-363-1921

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/04/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 07/23/02  
Date of Next Scheduled EDR Contact: 10/28/02

### **Business Inventory**

Source: San Mateo County Environmental Health Services Division  
Telephone: 650-363-1921

List includes Hazardous Materials Business Plan, hazardous waste generators, and underground storage tanks.

Date of Government Version: 05/01/02  
Database Release Frequency: Annually

Date of Last EDR Contact: 07/15/02  
Date of Next Scheduled EDR Contact: 10/14/02

### **SANTA CLARA COUNTY:**

#### **Fuel Leak Site Activity Report**

Source: Santa Clara Valley Water District  
Telephone: 408-265-2600

Date of Government Version: 07/23/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 07/01/02  
Date of Next Scheduled EDR Contact: 09/30/02

#### **Hazardous Material Facilities**

Source: City of San Jose Fire Department  
Telephone: 408-277-4659

Date of Government Version: 01/03/02  
Database Release Frequency: Annually

Date of Last EDR Contact: 09/10/02  
Date of Next Scheduled EDR Contact: 12/09/02

### **SOLANO COUNTY:**

#### **Leaking Underground Storage Tanks**

Source: Solano County Department of Environmental Management  
Telephone: 707-421-6770

Date of Government Version: 06/01/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 09/17/02  
Date of Next Scheduled EDR Contact: 12/16/02

#### **Underground Storage Tanks**

Source: Solano County Department of Environmental Management  
Telephone: 707-421-6770

Date of Government Version: 06/01/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 09/17/02  
Date of Next Scheduled EDR Contact: 12/16/02

### **SONOMA COUNTY:**

#### **Leaking Underground Storage Tank Sites**

Source: Department of Health Services  
Telephone: 707-565-6565

Date of Government Version: 11/29/01  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 07/22/02  
Date of Next Scheduled EDR Contact: 10/28/02

### **SUTTER COUNTY:**

#### **Underground Storage Tanks**

Source: Sutter County Department of Agriculture  
Telephone: 530-822-7500

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/01/01  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 07/08/02  
Date of Next Scheduled EDR Contact: 10/07/02

### VENTURA COUNTY:

#### Inventory of Illegal Abandoned and Inactive Sites

Source: Environmental Health Division  
Telephone: 805-654-2813  
Ventura County Inventory of Closed, Illegal Abandoned, and Inactive Sites.

Date of Government Version: 04/02/01  
Database Release Frequency: Annually

Date of Last EDR Contact: 08/26/02  
Date of Next Scheduled EDR Contact: 11/25/02

#### Listing of Underground Tank Cleanup Sites

Source: Environmental Health Division  
Telephone: 805-654-2813  
Ventura County Underground Storage Tank Cleanup Sites (LUST).

Date of Government Version: 05/08/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 09/16/02  
Date of Next Scheduled EDR Contact: 12/16/02

#### Underground Tank Closed Sites List

Source: Environmental Health Division  
Telephone: 805-654-2813  
Ventura County Operating Underground Storage Tank Sites (UST)/Underground Tank Closed Sites List.

Date of Government Version: 04/22/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 07/15/02  
Date of Next Scheduled EDR Contact: 10/14/02

#### Business Plan, Hazardous Waste Producers, and Operating Underground Tanks

Source: Ventura County Environmental Health Division  
Telephone: 805-654-2813  
The BWT list indicates by site address whether the Environmental Health Division has Business Plan (B), Waste Producer (W), and/or Underground Tank (T) information.

Date of Government Version: 07/23/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 09/16/02  
Date of Next Scheduled EDR Contact: 12/16/02

### YOLO COUNTY:

#### Underground Storage Tank Comprehensive Facility Report

Source: Yolo County Department of Health  
Telephone: 530-666-8646

Date of Government Version: 05/01/02  
Database Release Frequency: Annually

Date of Last EDR Contact: 07/22/02  
Date of Next Scheduled EDR Contact: 10/21/02

### California Regional Water Quality Control Board (RWQCB) LUST Records

#### LUST REG 1: Active Toxic Site Investigation

Source: California Regional Water Quality Control Board North Coast (1)  
Telephone: 707-576-2220  
Del Norte, Humboldt, Lake, Mendocino, Modoc, Siskiyou, Sonoma, Trinity counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 02/01/01  
Database Release Frequency: No Update Planned

Date of Last EDR Contact: 08/26/02  
Date of Next Scheduled EDR Contact: 11/25/02

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### LUST REG 2: Fuel Leak List

Source: California Regional Water Quality Control Board San Francisco Bay Region (2)  
Telephone: 510-286-0457

Date of Government Version: 07/01/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 07/15/02  
Date of Next Scheduled EDR Contact: 10/14/02

### LUST REG 3: Leaking Underground Storage Tank Database

Source: California Regional Water Quality Control Board Central Coast Region (3)  
Telephone: 805-549-3147

Date of Government Version: 08/19/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 08/19/02  
Date of Next Scheduled EDR Contact: 11/18/02

### LUST REG 4: Underground Storage Tank Leak List

Source: California Regional Water Quality Control Board Los Angeles Region (4)  
Telephone: 213-266-6600

Los Angeles, Ventura counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 08/09/01  
Database Release Frequency: No Update Planned

Date of Last EDR Contact: 07/01/02  
Date of Next Scheduled EDR Contact: 09/30/02

### LUST REG 5: Leaking Underground Storage Tank Database

Source: California Regional Water Quality Control Board Central Valley Region (5)  
Telephone: 916-255-3125

Date of Government Version: 07/01/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 07/12/02  
Date of Next Scheduled EDR Contact: 10/07/02

### LUST REG 6L: Leaking Underground Storage Tank Case Listing

Source: California Regional Water Quality Control Board Lahontan Region (6)  
Telephone: 916-542-5424

For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 01/02/02  
Database Release Frequency: No Update Planned

Date of Last EDR Contact: 07/08/02  
Date of Next Scheduled EDR Contact: 10/07/02

### LUST REG 6V: Leaking Underground Storage Tank Case Listing

Source: California Regional Water Quality Control Board Victorville Branch Office (6)  
Telephone: 760-346-7491

Date of Government Version: 07/26/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 07/08/02  
Date of Next Scheduled EDR Contact: 10/07/02

### LUST REG 7: Leaking Underground Storage Tank Case Listing

Source: California Regional Water Quality Control Board Colorado River Basin Region (7)  
Telephone: 760-346-7491

Date of Government Version: 07/02/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 07/01/02  
Date of Next Scheduled EDR Contact: 09/30/02

### LUST REG 8: Leaking Underground Storage Tanks

Source: California Regional Water Quality Control Board Santa Ana Region (8)  
Telephone: 909-782-4498

California Regional Water Quality Control Board Santa Ana Region (8). For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 07/23/01  
Database Release Frequency: No Update Planned

Date of Last EDR Contact: 08/16/02  
Date of Next Scheduled EDR Contact: 11/11/02

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### LUST REG 9: Leaking Underground Storage Tank Report

Source: California Regional Water Quality Control Board San Diego Region (9)  
Telephone: 858-467-2980

Orange, Riverside, San Diego counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 03/01/01  
Database Release Frequency: No Update Planned

Date of Last EDR Contact: 07/22/02  
Date of Next Scheduled EDR Contact: 10/21/02

### California Regional Water Quality Control Board (RWQCB) SLIC Records

#### SLIC REG 1: Active Toxic Site Investigations

Source: California Regional Water Quality Control Board, North Coast Region (1)  
Telephone: 707-576-2220

Date of Government Version: 02/01/01  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 08/26/02  
Date of Next Scheduled EDR Contact: 11/25/02

#### SLIC REG 2: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

Source: Regional Water Quality Control Board San Francisco Bay Region (2)  
Telephone: 510-286-0457

Any contaminated site that impacts groundwater or has the potential to impact groundwater.

Date of Government Version: 07/01/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 07/15/02  
Date of Next Scheduled EDR Contact: 10/14/02

#### SLIC REG 3: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

Source: California Regional Water Quality Control Board Central Coast Region (3)  
Telephone: 805-549-3147

Any contaminated site that impacts groundwater or has the potential to impact groundwater.

Date of Government Version: 08/19/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 08/19/02  
Date of Next Scheduled EDR Contact: 11/18/02

#### SLIC REG 4: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

Source: Region Water Quality Control Board Los Angeles Region (4)  
Telephone: 213-576-6600

Any contaminated site that impacts groundwater or has the potential to impact groundwater.

Date of Government Version: 08/01/02  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 07/23/02  
Date of Next Scheduled EDR Contact: 10/28/02

#### SLIC REG 5: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

Source: Regional Water Quality Control Board Central Valley Region (5)  
Telephone: 916-855-3075

Unregulated sites that impact groundwater or have the potential to impact groundwater.

Date of Government Version: 07/01/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 07/08/02  
Date of Next Scheduled EDR Contact: 10/07/02

#### SLIC REG 6V: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

Source: Regional Water Quality Control Board, Victorville Branch  
Telephone: 619-241-6583

Date of Government Version: 07/19/01  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 07/08/02  
Date of Next Scheduled EDR Contact: 10/07/02

#### SLIC REG 8: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

Source: California Region Water Quality Control Board Santa Ana Region (8)  
Telephone: 909-782-3298

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/01/02  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 07/08/02  
Date of Next Scheduled EDR Contact: 10/07/02

**SLIC REG 9:** Spills, Leaks, Investigation & Cleanup Cost Recovery Listing  
Source: California Regional Water Quality Control Board San Diego Region (9)  
Telephone: 858-467-2980

Date of Government Version: 03/01/02  
Database Release Frequency: Annually

Date of Last EDR Contact: 09/03/02  
Date of Next Scheduled EDR Contact: 12/02/02

### EDR PROPRIETARY HISTORICAL DATABASES

**Former Manufactured Gas (Coal Gas) Sites:** The existence and location of Coal Gas sites is provided exclusively to EDR by Real Property Scan, Inc. ©Copyright 1993 Real Property Scan, Inc. For a technical description of the types of hazards which may be found at such sites, contact your EDR customer service representative.

#### **Disclaimer Provided by Real Property Scan, Inc.**

The information contained in this report has predominantly been obtained from publicly available sources produced by entities other than Real Property Scan. While reasonable steps have been taken to insure the accuracy of this report, Real Property Scan does not guarantee the accuracy of this report. Any liability on the part of Real Property Scan is strictly limited to a refund of the amount paid. No claim is made for the actual existence of toxins at any site. This report does not constitute a legal opinion.

### OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

**Flood Zone Data:** This data, available in select counties across the country, was obtained by EDR in 1999 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

**NWI:** National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002 from the U.S. Fish and Wildlife Service.

### STREET AND ADDRESS INFORMATION

© 2001 Geographic Data Technology, Inc., Rel. 07/2001. This product contains proprietary and confidential property of Geographic Data Technology, Inc. Unauthorized use, including copying for other than testing and standard backup procedures, of this product is expressly prohibited.

**Appendix B**

County Records Review

# PLACER COUNTY

## HAZARDOUS MATERIALS STORAGE

According to Placer County records, the following sites are located within 1-mile of the subject site where hazardous material are stored, used, or have been spilled.

|                      |                     |                             |
|----------------------|---------------------|-----------------------------|
| Alta Sierra Towing   | 4480 Pacific Street | Aboveground Hazmat-SQG      |
| Beacon Rocklin       | 4505 Pacific Street | Site Clean-Up/Mitigation    |
| Buljan Oil           | 4700 Pacific Street | Site Clean-Up/Mitigation    |
| Century Rain Aid     | 4765 Pacific Street | Aboveground Hazmat-No Waste |
| Dawson Card Lock     | 4325 Pacific Street | Site Clean-Up/Mitigation    |
| Holt's Automotive    | 5125 Pacific Street | Aboveground Hazmat-SQG      |
| Intermountain Slurry | 4480 Pacific Street | Aboveground Hazmat-No Waste |
| Jerry's Auto Repair  | 4850 Pacific Street | Site Clean-Up/Mitigation    |
| Ken's Brakes         | 5110 Pacific Street | Site Clean-Up/Mitigation    |
| Monarch Plumbing     | 4335 Pacific Street | Site Clean-Up/Mitigation    |
| Rocklin Market       | 4588 Pacific Street | Site Clean-Up/Mitigation    |
| Rocklin Service St.  | 4975 Pacific Street | Site Clean-Up/Mitigation    |
| Sunset Molding       | 4770 Pacific Street | Site Clean-Up/Mitigation    |
| United Rentals       | 4700 Pacific Street | Site Clean-Up/Mitigation    |

**Appendix C**

Site Photographs



Pictured above is a north facing view of the northern corner of the subject site. Pictured in this photo is the slab from the former school bus storage shed, the 55-gallon drums and one of the two cars located on the subject site.



Pictured above is an east facing view of the subject site. This photo was taken from the intersections of Railroad Avenue and Oak Street.



Pictured above is a portion of the remaining foundation and steps from the school building formerly located near the southern corner of the subject site.



Pictured above is an east facing view of some of the soil staining observed within the subject site. Pictured in the background is the Union Pacific Railroad located off-site, east of the subject site.

**Appendix D**

Miscellaneous Documents

Order Number: 909818pla

Page Number: 1



**First American Title**  
**1610 Arden Way, Suite 190**  
**Sacramento, CA 95815**

Russell Hildabrand  
 City of Rocklin  
 3970 Rocklin Road  
 Rocklin, CA 95677

Escrow Officer: Michelle Long  
 Phone: (916) 920-3100

Title Officer: Gary Lee  
 Phone: (916) 218-3700

Buyer: City of Rocklin-Russ Hildabrand

RDA

Owner: Vivilacqua Family Trust

Property: Pacific Street  
 Rocklin, California

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Order Number: 909818pla

Page Number: 2

Dated as of August 20, 2002 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Standard Owners w/Reg Exc 1992

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

John F. Vivilacqua and Phyllis J. Vivilacqua, Trustees of the Vivilacqua Family Trust, created February 2001, as to an undivided one-half (1/2) interest and Virgilia M. Vivilacqua, as Successor Trustee of the Vivilacqua Family Living Trust, established September 22, 1995, as to an undivided one-half (1/2) interest

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2002-2003, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The terms and provisions contained in the document entitled "Memorandum of Real Estate Purchase Option or Agreement" recorded December 19, 1990 as Document No. 90-81493 of Official Records. Joseph and John Vivilacqua, Optionors and M.W. Randall Company, Optionee
4. With respect to the trust referred to in the vesting:
  - a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

Order Number: 909818pla

Page Number: 3

**INFORMATIONAL NOTES**

1. Taxes for proration purposes only for the fiscal year 2001-2002.  
First Installment: \$1,299.34, PAID  
Second Installment: \$1,299.34, PAID  
Tax Rate Area: 04-052  
APN: 010-121-001
  
2. Taxes for proration purposes only for the fiscal year 2001-2002.  
First Installment: \$91.11, PAID  
Second Installment: \$91.11, PAID  
Tax Rate Area: 04-052  
APN: 010-121-002
  
3. Taxes for proration purposes only for the fiscal year 2001-2002.  
First Installment: \$161.39, PAID  
Second Installment: \$161.39, PAID  
Tax Rate Area: 04-052  
APN: 010-121-004
  
4. Taxes for proration purposes only for the fiscal year 2001-2002.  
First Installment: \$230.95, PAID  
Second Installment: \$230.95, PAID  
Tax Rate Area: 04-052  
APN: 010-121-005
  
5. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
  
6. According to the public records, there has been no conveyance of the land within a period of twelve months prior to the date of this report, except as follows:  
  
A document recorded October 15, 2001 as Document No. 2001-106339 of Official Records.  
From: Vivilacqua Family Living Trust, dated September 22, 1995  
To: Virgilia M. Vivilacqua, as Successor Trustee of the Vivilacqua Family Living Trust, established September 22, 1995
  
7. Basic rate applies.

Order Number: 909818pla

Page Number: 4

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

Order Number: 909818pla

Page Number: 5

**LEGAL DESCRIPTION**

Real property in the City of Rocklin, County of Placer, State of California, described as follows:

Parcel One:

Lots 3,4,5,6,7,8,9,10,11,12,13,14,15, and 16 in Block D, Rocklin, as shown on the map thereof filed in the office of the County Recorder of Placer County.

Excepting therefrom those portions of lots 3 to 7 which lies within the 400 foot right of way of the Central Pacific Railroad as established by Congressional Grant of July 1862.

Parcel Two:

The South 75 feet of Lot Number 8 in Block "D" as said Lot and Block are shown upon that certain "Railroad Map of the Town of Rocklin" (now City of Rocklin) filed August 9, 1983 (1893) in Book "A" of Maps, at Page 28, in the office of the Placer County Recorder.

Excepting therefrom any portion thereof lying within the boundaries of the Central Pacific Railroad right of way.

APN: 010-121-001 and 010-121-002 and 001-121-004 and 001-121-005

Order Number: 909818pia

Page Number: 6

**NOTICE I**

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

**NOTICE II**

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

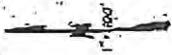
The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

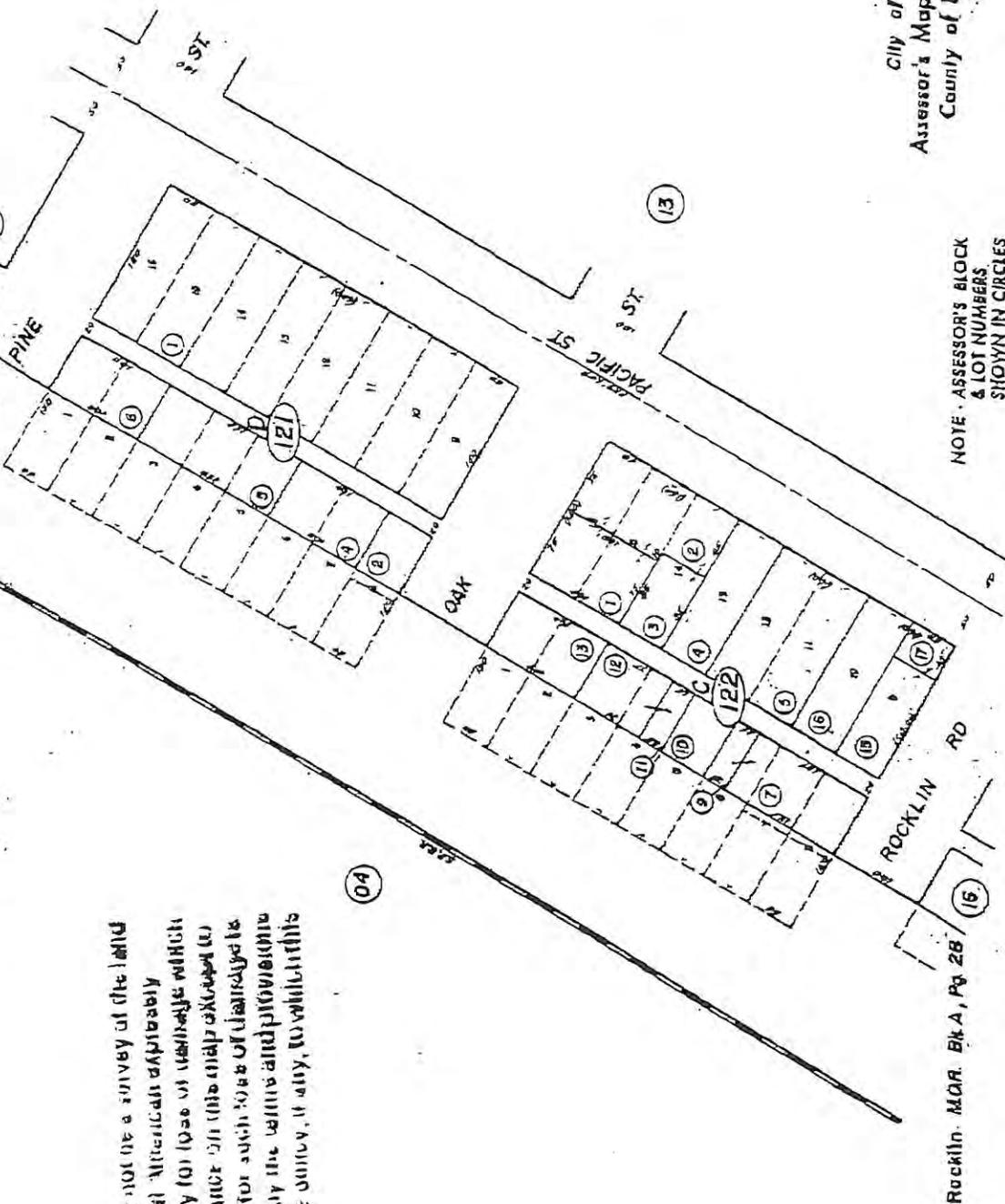
The Seller May Request a Waiver by Contacting:

Franchise Tax Board  
Withhold at Source Unit  
P.O. Box 651  
Sacramento, CA 95812-0651  
(916) 845-4900

10-12



POR. NE 1/4 SEC. 19, T. 11 N., R. 7 E., M. D. B. & M. 07



City of Rocklin  
Assessor's Map Bk. 10 - Pg. 12  
County of Placer, Calif.

NOTE - ASSESSOR'S BLOCK  
& LOT NUMBERS  
SHOWN IN CIRCLES

This map may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map, except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

5-70  
5-00

Rocklin, M.D.R. Bk. A, Pg. 28

04

13

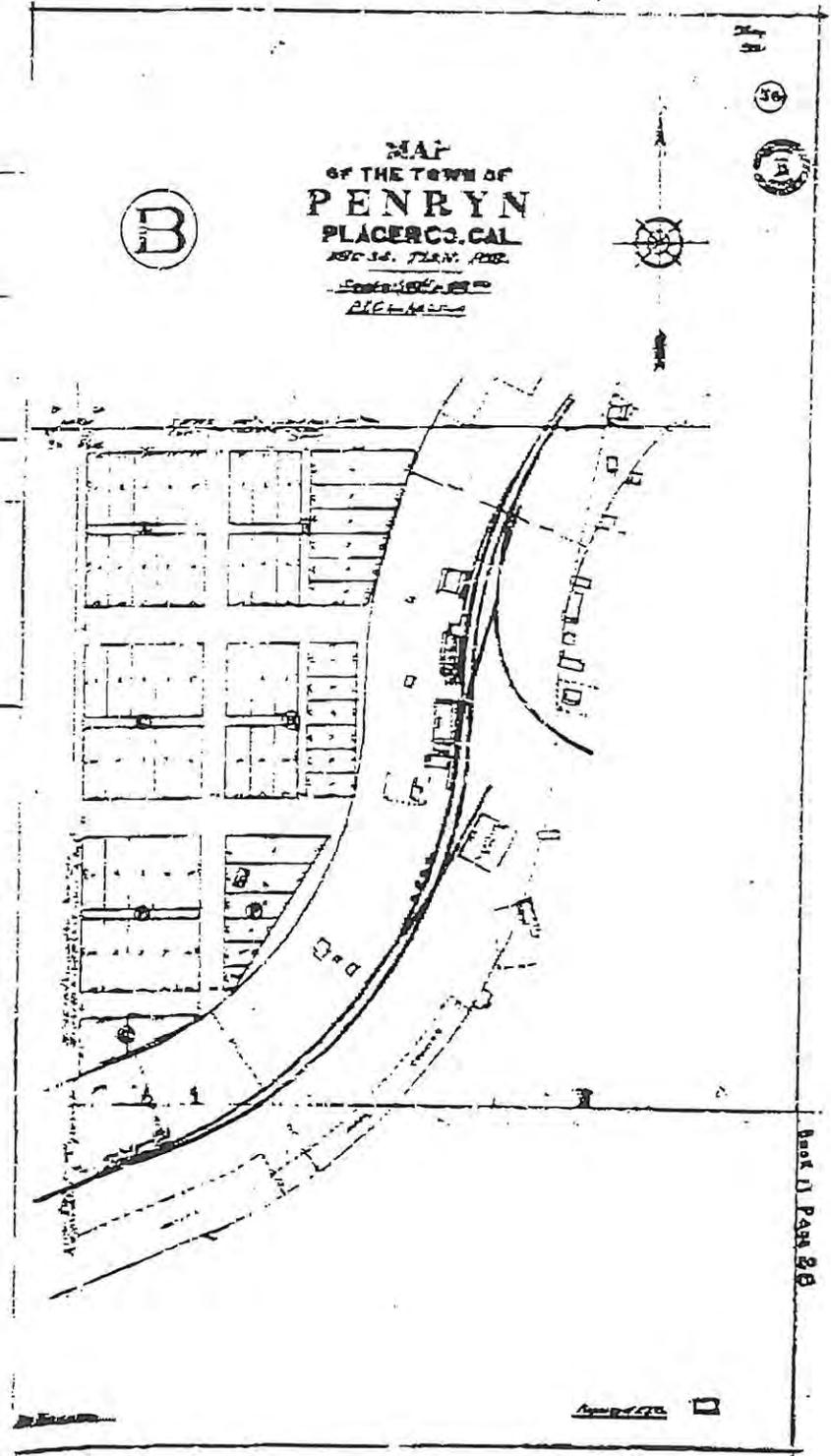
16

Order: 909818 Comment: shawn  
Description: Placer, CA Alpha Tract Map a.28 Page: 1 of 2

THIS MAP IS A REPRODUCTION OF THE ORIGINAL MAP AS FILED IN THE OFFICE OF THE COUNTY CLERK OF PLACER COUNTY, CALIFORNIA, ON 10/02/2002 AT 11:26 AM. THE ORIGINAL MAP IS FILED UNDER THE NAME OF PLACER COUNTY, CALIFORNIA, TRACT MAP A.28, PAGE 1 OF 2. THE ORIGINAL MAP IS FILED UNDER THE NAME OF PLACER COUNTY, CALIFORNIA, TRACT MAP A.28, PAGE 1 OF 2.



Description: Placer, CA Alpha Tract Map a.28 Page: 2 of 2  
Order: 909818 Comment: shawn





# *First American Title Company*

## PRIVACY POLICY

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**envirosphere company**

A Division of EBASCO SERVICES INCORPORATED

555 Capitol Mall - Suite 625, Sacramento, Ca. 95814-4503, (916) 442-5356



June 25, 1986  
ESAC-DIR-86-005

Mr. Gary Little  
Discovery Investments  
874 57th Street  
Sacramento, CA 95819

Dear Gary:

Enclosed please find the final report summarizing our investigation at the Rocklin property, with the changes that you requested.

If you have any questions or comments concerning this report, please do not hesitate to contact Ramzi Mahmood or myself.

Sincerely,

William D. Kitto  
Sacramento Area Manager

WDK/am  
Enclosure

cc: R. Mahmood

Organic compounds that were detected in the samples are shown in Table 1. PCB concentration in all three samples are below State Total Threshold Limit Concentration (TTL). Concentration above 50,000 PPb is considered hazardous.

Sample #3 three shown a wide range of organic compounds phthalates, PNAs and phenolic compounds. A possible source of these compounds is from tar materials on the surface of the soil. There is no state set limit for these compounds. However, phthalates and polynuclear aromatic compounds (PNAs) are priority pollutants.

Two unknown hydrocarbons were detected in samples #3 (Table 2). These unknown compounds are non priority pollutants.

#### ANALYSIS

Laboratory Analytical results indicate that organics in samples 1 and 2 are below analytical detection limits except PCBs. However, PCBs concentrations are significantly below state TTL limit (50,000 ppb). For sample number 3, the compounds that were detected are priority pollutants and there is no state set limit for these compounds.

The results indicate that the soil in the three areas sampled is not contaminated. The results also indicate, however, the presence of phthalates and polynuclear aromatic compounds. It is our opinion that the presence of these chemicals in the soil stems from the fact that there is a small (approximately 30 square feet, up to 1 inch deep) patch of tar-like material on the surface near sampling point #3.

The chemicals observed in the soil, and possibly contained within the tar-like substance, are priority pollutants which need to be disposed of properly. Given the small quantity of this material, we would recommend either disposing of it directly in a Class I landfill or sampling it to see if it could be accepted at a Class II or Class III landfill. For your information, the closest Class I landfill is in Benicia. The closest Class II is Yolo County landfill at Davis. By definition, any local landfill would be a Class III disposal site.

Table 1 Concentration of Chemical in Soil Samples (ppb)

| Compound                    | SAMPLE |     |               | Blank | TTL <sup>***</sup> |
|-----------------------------|--------|-----|---------------|-------|--------------------|
|                             | #1     | #2  | #3            |       |                    |
| PCBs                        | 860    | 186 | 62 (75)*      | BDL   | 50,000             |
| Phenol                      | BDL**  | 186 | 613 (285)     | BDL   | ---                |
| 2,4-Dimethyl phenol         | BDL    | BDL | 2765 (3004)   | BDL   | ---                |
| 1,4 Dichlorobenzene         | BDL    | BDL | 629 (624)     | BDL   | ---                |
| 1,2,4 Trichlorobenzene      | BDL    | BDL | 622 (722)     | BDL   | ---                |
| Naphthalene                 | BDL    | BDL | 322 (362)     | BDL   | ---                |
| 2-Methylnaphthalene         | BDL    | BDL | 688 (836)     | BDL   | ---                |
| Diethylphthalate            | BDL    | 200 | 229 (217)     | BDL   | ---                |
| Di-n-butylphthalate         | 190    | BDL | 243 (254)     | BDL   | ---                |
| Bis (2-Ethylhexyl)phthalate | 204    | 196 | 2957 (3586)   | 260   | ---                |
| Benzo (a) anthracene        | BDL    | BDL | 152 (322)     | BDL   | ---                |
| Benzo (a) pyrene            | BDL    | BDL | 314 (387)     | BDL   | ---                |
| Indeno (1,2,3-cd) pyrene    | BDL    | BDL | 708 (899)     | BDL   | ---                |
| Isophorone                  | BDL    | BDL | 1302 (1172)   | BDL   | ---                |
| o-Cresol                    | BDL    | BDL | 436 (497)     | BDL   | ---                |
| p-Cresol                    | BDL    | BDL | 10338 (11621) | BDL   | ---                |
| Benzoic acid                | BDL    | BDL | 5393 (5823)   | BDL   | ---                |

\* ( ) Duplicate runs

\*\* BDL - Below Detection Limit

\*\*\* Total Threshold Limit Concentration (Title 22 California Administrative Code)

Table 2 Unknown Concentrations in Sample #3

| <u>Retention time (min)</u> | <u>Concentration (PPb)</u> |
|-----------------------------|----------------------------|
| 29.63                       | 8578 (8250)*               |
| 32.50                       | 6768 (11041)               |

\* ( ) Duplicate runs

AGENCY RESOLUTION NO. 2000-169

RESOLUTION OF THE REDEVELOPMENT AGENCY  
OF THE CITY OF ROCKLIN  
APPROVING AND AUTHORIZING THE  
EXECUTIVE DIRECTOR TO  
EXECUTE A PURCHASE AND SALE AGREEMENT  
AND RELATED DOCUMENTS AND TO OPEN ESCROW FOR  
THE MOON PROPERTY PURCHASE  
(3895 Rocklin Road, Rocklin, CA)

The Redevelopment Agency of the City of Rocklin does resolve as follows:

Section 1. The Redevelopment Agency of the City of Rocklin hereby approves and directs the Executive Director to finalize negotiations and execute an Agreement for Purchase and Sale of the Moon Property, located at 3895 Rocklin Road, Rocklin, CA, and all other necessary and related documents between the City of Rocklin and the Frank Moon *et al.* in substantially the form of Exhibit A, attached hereto and by this reference incorporated herein.

PASSED AND ADOPTED this 28th day of November, 2000, by the following roll call vote:

- AYES: Agency Members: Lund, Magnuson, Cullivan, Yorde, Hill
- NOES: Agency Members: None
- ABSENT: Agency Members: None
- ABSTAIN: Agency Members: None

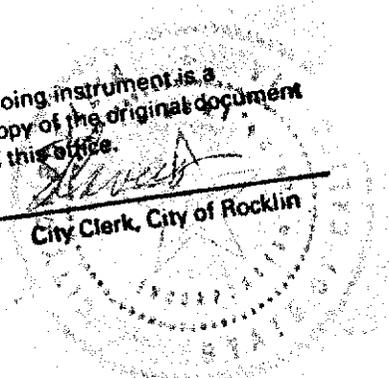
Peter Hill, Chairman

ATTEST:

Agency Clerk

The foregoing instrument is a correct copy of the original document on file in this office.

Attest: City Clerk, City of Rocklin



Recording Requested by  
and Return to:

Agency Clerk  
Redevelopment Agency of the City of Rocklin  
3980 Rocklin Road  
Rocklin, CA 95677

---

## **PURCHASE AND SALE AGREEMENT**

### **REDEVELOPMENT AGENCY OF THE AGENCY OF ROCKLIN**

### **FRANK MOON PROPERTY**

This Agreement of Purchase and Sale ("Agreement") is made as of November 28, 2000 between the Redevelopment Agency of the Agency of Rocklin ("Agency") and Frank Moon, Trustee of the Frank Moon Family Trust; Frank Moon, Successor Trustee of The Joe Moon Family Trust; and Ann Basque, a married woman as her sole and separate property, as to Parcel One and The City of Rocklin; Frank Moon, Trustee of The Moon Family Trust; and Ann Basque, a married woman as her sole and separate property, as to Parcels Two and Three, ("Seller").

#### **RECITALS**

A. Seller is the owner of approximately 1/3 acre of real property ("Real Property") located at 3895 Rocklin Road, Rocklin, County of Placer, California, more particularly described in attached Exhibit 1, which is incorporated into this Agreement by this reference.

B. Agency desires to purchase the Property and Seller desires to sell and convey the Property on the terms and conditions in this Agreement.

C. Agency desires to purchase this property to create additional parking for the downtown area and a location to house a museum to be operated by the Rocklin Historical Society for the enjoyment of the public.

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

## AGREEMENT

### Section 1. Purchase and Sale.

Seller agrees to sell and convey the Property and Agency agrees to purchase the Property on the terms and subject to the conditions set forth in this Agreement.

### Section 2. Purchase Price.

Seller shall convey the Property by Grant Deed to Agency for valuable consideration in the amount of One Hundred Forty Two Thousand and 00/100 Dollars (\$142,000.00) which shall be payable as follows:

- A. Within ten (10) business days after the full execution of this Agreement by both parties, Agency shall deposit with Escrow Agent the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) as earnest money ("Deposit"), which shall be held in an interest bearing account with all interest credited to Agency, and applied in accordance with the terms of this Agreement.
- B. On or before the Closing Date, Agency shall deposit with Escrow Agent the balance of the Purchase Price in cash or in immediately available funds.

### Section 3. Escrow.

- A. This sale shall be consummated through an escrow established with First American Title Insurance Company, 2200-A Douglas Blvd., Suite 120, Roseville, California 95661.
- B. The closing date for escrow shall be December 15, 2000.
- C. Escrow shall be considered closed when the Grant Deed to the Property is recorded.
- D. Within fourteen (14) days after the date of this Agreement, each party shall execute and deliver to the escrow holder its written instructions, if any, consistent with the terms of this Agreement. Each party shall provide the escrow holder with such other information, documents, and instruments as the escrow holder may reasonably require to enable it to close the transaction on the closing date. All monies deposited in escrow shall be disbursed consistent with the rights of any holders of beneficial interest in the Property, as determined by the escrow officer.

**Section 4. Close of Escrow.**

On close of escrow, title to the Property shall vest in the Redevelopment Agency of the City of Rocklin, a municipal corporation.

**Section 5. Conveyance of Title; Title Insurance.**

- A. Seller shall by Grant Deed convey to Agency a fee simple interest free and clear of all title defects, liens, encumbrances, deeds of trust, mortgages, real property taxes, and assessments, except as expressly approved by Agency under Paragraph 7, below.
- B. Seller shall procure a standard California Land Title Association Standard Policy of title insurance, dated as of close of escrow, in the amount of the purchase price to be paid by Agency and to be issued by First American Title Insurance Company showing title vested in the Agency of Rocklin, a municipal corporation, and showing as exceptions to title only current real property taxes, not yet delinquent, and any other exceptions expressly approved by Agency under Paragraph 7, below.

**Section 6. Conditions for Agency's Benefit Only.**

Agency's obligation to perform this Agreement is subject to the satisfaction of the following conditions, which are for Agency's benefit only.

**A. Condition of Title.**

- (1) Agency's obligation to purchase the Property under this Agreement is subject to First American Title's ability to issue its standard California Land Title Association Owner's Policy of title insurance, dated as of the closing date, on its usual form, with liability not less than the purchase price, covering the Property, showing title vested in the Redevelopment Agency of the City of Rocklin, and showing as exceptions only current real property taxes, not yet delinquent, unless other exceptions are expressly approved by Agency under this Agreement.
- (2) Seller shall furnish Agency within ten (10) days of the date escrow is opened a Preliminary Title Report and, at Agency's option, the documents reported as exceptions in it ("Title Documents"). Agency shall notify Seller in writing within ten (10) business days after receipt of the report and the Title Documents of Agency's approval or disapproval of any exceptions stated therein. Failure to so notify Seller shall conclusively be considered approval.

**B. Agency Approval of On-Site Inspection**

- (1) Agency's obligation to purchase the Property under this Agreement is subject to Agency's approval, on or before November 23, 2000, of an inspection of the Property, to be conducted by Agency.
- (2) Agency, its authorized representatives and agents, may enter onto the Property to conduct the inspection and make whatever tests, surveys or other studies Agency deems necessary, provided that Agency pay for the inspection and all such tests and studies, keeps Seller's Property free and clear of any liens, repairs all damage to the Property, and indemnifies and holds Seller harmless from and against all liability, claims, damages, demands, or costs of any kind whatsoever (including attorney's fees) arising from or connected with the inspection, the tests, surveys, or studies.
- (3) Agency shall have until November 23, 2000, to deliver to Seller a disapproval notice stating that Agency's inspection of the Property has disclosed a defect in the Property and describing the defect with reasonable particularity. Failure to so notify Seller shall conclusively be considered approval. Agency's approval of any such inspection of the Property shall not alter or diminish Seller's representations or warranties under this Agreement, and Seller acknowledges and agrees that Agency is nonetheless relying on Seller's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Agency.

**Section 7. Closing Costs.**

Seller shall pay all costs and expenses of clearing title. All other costs of escrow, including the cost of the Title Report and insurance shall be paid by Agency.

**Section 8. Proration of Taxes and Assessments.**

Real and personal property taxes, assessments, and interest thereon shall be prorated as of the closing date of escrow on the basis of a thirty (30) day month. All taxes and assessments shall be paid by Seller.

**Section 9. Warranties.**

**A. Warranties to Survive Delivery of Deed.**

All warranties, covenants, and other obligations contained in this Agreement shall survive delivery of the deed.

**B. Warranty of Title.**

Seller warrants that Seller is the sole owner of the Property, free and clear of all liens, claims, encumbrances, easements, encroachments on the Property from adjacent properties, encroachments by improvements or vegetation on the Property onto adjacent property, or rights of way of any nature.

**C. Warranty Against Interests Not of Record.**

Seller warrants to Agency that the title conveyed to Agency will not be encumbered by any easements, licenses, leases, or other rights not disclosed by the public record.

**D. No Pending Governmental Action.**

Seller warrants to Agency that it has received no written notice of, and there is no pending enforcement action against, any violation of any law, ordinance, rule, or administrative or judicial order affecting the use of, improvements on, or access to the Property.

**E. Litigation.**

To Seller's knowledge, there is no litigation pending respecting the use or operation of the Property.

**F. No Contracts Concerning Property.**

Seller warrants to Agency that at the close of escrow there will be no contracts, licenses, commitments, or undertakings respecting maintenance of the Property or equipment on the Property, or the performance of services on the Property, or the use of the Property or any part of it by which Agency would become obligated or liable to any person.

**G. No Hazardous Substances.**

Seller warrants to Agency that, to its knowledge,

- (1) The Property is free, and has always been free from hazardous substances and is not and has never been in violation of any environmental laws.
- (2) There are no buried or partially buried storage tanks located on the Property.

- (3) Seller has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have been in violation of any environmental law, or informing Seller that the Property is subject to investigation or inquiry regarding hazardous substances on the Property or the potential violation of any environmental law.
- (4) There is no monitoring program required by the Environmental Protection Agency or any similar State agency concerning the Property.
- (5) No toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under, or at the Property, whether by accident, burying, drainage, or storage in containers, tanks, or holding areas, or by any other means.
- (6) The Property has never been used as a dump or landfill.
- (7) Seller has disclosed to Agency all information, records, and studies maintained by Seller in connection with the Property concerning hazardous substances.

H. **Foreign Investment Real Property Tax Act.**

Seller is not a foreign person within the meaning of 42 USCS § 1445(f)(3).

**Section 10. Obligation to Remove Defects; Agency's Election.**

- A. If Agency notifies Seller that Agency disapproves any matters concerning title or the on-site inspection, Seller may, if Seller so elects, correct those matters at Seller's expense. If Seller refuses or fails to correct such matters, Agency may waive its disapproval of the matter, or terminate this Agreement. If the Agreement is terminated under this section, neither party shall have any further rights or obligations hereunder.
- B. If the Agreement is terminated under this section, Agency and Seller shall split all title company and escrow charges equally.

**Section 11. Notices.**

All notices to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery to the address indicated below or at other places designated by Agency or Seller in a written notice given to the other. Notices shall be deemed served four (4) days after the date of mailing or upon personal delivery.

Seller: Frank Moon  
26 St. Francis Drive  
Vallejo, CA 94590

Agency: Carlos Urrutia, Executive Director  
Redevelopment Agency of the City of Rocklin  
3980 Rocklin Road  
Rocklin, CA 95677

**Section 12. Possession.**

Right to possession of the Property shall transfer to Agency at the Close of Escrow, subject to Agency's rights of early entry and investigation.

**Section 13. Attorney Fees; Litigation Costs.**

If any legal action or other proceeding, including arbitration or an action for declaratory relief, is brought to enforce this Agreement or because of a dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs, in addition to any other proper relief. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

**Section 14. Time of the Essence.**

Time is of the essence in this Agreement and every provision contained in this Agreement.

**Section 15. Construction.**

The title and headings of the Sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references to sections, recitals, and the preamble shall, unless otherwise stated, refer to the Sections, Recitals, and Preamble of this Agreement. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the agreement.

**Section 16. Integration.**

This Agreement, all attached exhibits, and all related documents referred to in this Agreement, constitute the entire agreement between the parties. There are no oral or parol agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be charged.

**Section 17. Third-Party Rights.**

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

**Section 18. Severability.**

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be enforced to the fullest extent permitted by law.

**Section 19. Waivers.**

No waiver or breach of any provision shall be deemed a waiver of any other provision, and no waiver shall be valid unless it is in writing and executed by the waiving party. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act.

**Section 20. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by Seller and Agency.

**Section 21. Full Consideration**

Seller expressly agrees that the consideration provided to Seller by Agency under this Agreement is the full amount of consideration to be paid by Agency for acquisition of the Property. By execution of this Agreement and acceptance of this consideration, Seller expressly agrees that this consideration fully satisfies all Agency's legal obligations to pay just compensation for the Property, and Seller releases Agency from any and all claims Seller may have against Agency for compensation.

**Section 22. Incorporation of Exhibits.**

All attached exhibits are incorporated in this Agreement by reference.

**Section 23. Authority of Parties.**

All persons executing this Agreement on behalf of a party warrant that they have the authority to execute this Agreement on behalf of that party.

**Section 24. Governing Law.**

This Agreement shall be governed by and construed in accordance with California law.

**The parties have executed this Agreement as of the date first above written.**

AGENCY: Redevelopment Agency of the City of Rocklin

By: Carlos A. Urrutia  
Carlos A. Urrutia  
Executive Director

PURCHASER: Frank Moon, Trustee of the Frank Moon Family Trust

By: Frank Moon  
Frank Moon

Frank Moon, Successor Trustee of the Joe Moon Family Trust

By: Frank Moon  
Frank Moon

Ann Basque, A Married Woman as her Sole and Separate Property

By: Ann Basque  
Ann Basque

Gary Basque  
By Gary Basque, Attorney in Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Placer } SS.

On 13 December 2000, before me, S. DAVIES NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared CARLOS A. URQUIA  
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.



Place Notary Seal Above

WITNESS my hand and official seal.

S. Davies  
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: \_\_\_\_\_

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: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SOLANO } ss.

On 11/22/00, before me, SAM HOLTAN  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared FRANK MOON  
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.

[Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

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: \_\_\_\_\_

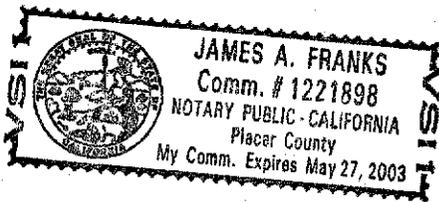
Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

STATE OF CALIFORNIA  
COUNTY OF PLACER

On November 25, 2000, before me, the undersigned, a Notary Public for the State of California personally appeared GARY J. BASQUE, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the instrument, and acknowledged that he executed it 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.



*James A. Franks*  
\_\_\_\_\_  
Notary Public

### DESCRIPTION

That certain property situated in the State of California, County of Placer, City of Rocklin, described as follows:

#### PARCEL ONE:

Lots 9 and 10 in Block J, as shown on the map of the Town of Rocklin, filed in the office of the County Recorder of Placer County, California on August 9th, 1963 in Book A of Maps at page 28.

EXCEPTING THEREFROM that portion described in the Deed recorded June 6, 1991 as instrument no. 91-32383 and described as follows:

Beginning at the most Southerly corner of said Lot 9; thence

1. North 61 degrees 28 minutes 52 seconds West along the Northeasterly right of way line of Rocklin Road, a public road 100.00 feet in width, 15.00 feet to a point on a curve, thence
2. Along the arc of a curve to the left having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 15.00 feet and subtended by a chord bears North 73 degrees 31 minutes 08 seconds East 21.21 feet to a point on the Northwesterly right of way line of San Francisco Street, a public road 60.00 feet in width; thence
3. South 28 degrees 31 minutes 08 seconds West along said Northwesterly right of way line of San Francisco Street, 15.00 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion described in the Deed recorded July 30, 1991 as instrument no. 91-45571 and described as follows:

The most Westerly five feet of said Lots 9 and 10.

#### PARCEL TWO:

The City of Rocklin (City), a political subdivision of the State of California, a portion of Lot 9 of Block "J" as shown upon the map of the Town of Rocklin, recorded in Book "A" of Maps, at page 28, Placer County Records situated in the Northeast one-quarter of Section 19, Township 11 North, Range 7 East, MDM., City of Rocklin, County of Placer, State of California, described as follows:

Beginning at the most Southerly corner of said Lot 9; thence

1. North 61 degrees 28 minutes 52 seconds West along the Northeasterly right of way line of Rocklin Road, a public road 100.00 feet in width, 15.00 feet to a point on a curve, thence
2. Along the arc of a curve to the left having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 15.00 feet and subtended by a chord bearing North 73 degrees 31 minutes 08 seconds East 21.21 feet to a point on the Northwesterly right of way line of San Francisco Street, a public road 60.00 feet in width; thence
3. South 28 degrees 31 minutes 08 seconds West along said Northwesterly right of way line of San Francisco Street, 15.00 feet to the point of beginning.

#### PARCEL THREE:

A portion of Lots 9 and 10 of Block "J" as shown upon the map of the Town of Rocklin recorded in book "A" of Maps, at page 28, Placer County Records, situated in the Northeast one-quarter of Section 19, Township 11 North, Range 7 East, MDM., City of Rocklin, County of Placer, State of California, described as follows:

The five foot most Westerly section of Lots Nine (9) and Ten (10) of Block "J" as laid down on the Railroad Map of the Town (now City) of Rocklin, now on file in the office of the County Recorder of the County of Placer, State of California.

RESOLUTION NO. 2000-375

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF ROCKLIN  
APPROVING AND AUTHORIZING THE CITY MANAGER  
TO EXECUTE A SALES AGREEMENT WITH THE  
ROCKLIN REDEVELOPMENT AGENCY  
FOR THE MOON PROPERTY PURCHASE  
(3895 Rocklin Road, Rocklin, CA)

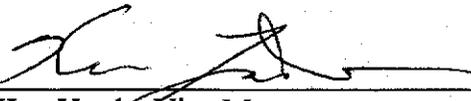
The City Council of the City of Rocklin does resolve as follows:

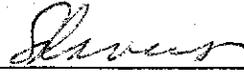
Section 1. The City Council of the City of Rocklin hereby approves and authorizes the sale of the City's interest in the Moon Property located at 3895 Rocklin Road, Rocklin, CA to the Redevelopment Agency of the City of Rocklin.

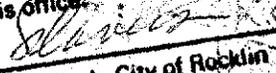
Section 2. The City Manager is hereby authorized to execute the Purchase and Sale Agreement as referenced in Redevelopment Agency Resolution No. 2000-170 and all other required documents to complete the sale of the property on behalf of the City of Rocklin.

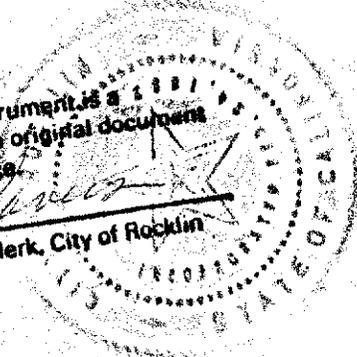
PASSED AND ADOPTED this 22nd day of December, 2000, by the following roll call vote:

- AYES: Councilmembers: Hill, Lund, Storey, Yorde
- NOES: Councilmembers: None
- ABSENT: Councilmembers: Magnuson
- ABSTAIN: Councilmembers: None

  
\_\_\_\_\_  
Ken Yorde, Vice Mayor

ATTEST:  
  
\_\_\_\_\_  
City Clerk

The foregoing instrument is a correct copy of the original document on file in this office.  
Attest:   
\_\_\_\_\_  
City Clerk, City of Rocklin



RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.  
AND WHEN RECORDED MAIL TO:  
Redevelopment Agency of the City of Rocklin  
3980 Rocklin Road  
Rocklin, CA 95677

PLACER, County Recorder  
JIM MCCAULEY Co Recorder Office  
DOC- 2000-0099405  
Acct 1-FIRST AMERICAN TITLE  
Wednesday, DEC 27, 2000 08:00:00  
NOC \$0.00:1  
Ttl Pd \$0.00 Nbr-0000391550  
odh/R1/1-7

Space Above This Line for Recorder's Use Only

A.P.N.: 010-132-021

Order No.: 34527

Escrow No.: 2038408GH

**GRANT DEED**

AMOUNT OF R.P.T. TAX SHOWN ON SEPARATE PAPER,  
PLACER COUNTY ORD. 976-SERIES B-SEC. 24.12

THE UNDERSIGNED GRANTOR(s) DECLARE(s) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$See separate statement affixed hereto

computed on full value of property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale,  
 unincorporated area;  City of Rocklin, and

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

Frank Moon, Trustee of the Frank Moon Family Trust; Frank Moon, Successor Trustee of The Joe Moon Family Trust; Ann Basque, a Married Woman as her Sole and Separate Property and The City of Rocklin

hereby GRANT(S) to  
Redevelopment Agency of the City of Rocklin, a municipal corporation

the following described property in the City of Rocklin, County of Placer State of California;

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Frank Moon, Trustee of the Frank Moon Family Trust

By: Frank Moon  
Frank Moon, Trustee

Frank Moon, Successor Trustee of The Joe Moon Family Trust

By: Frank Moon  
Frank Moon, Successor Trustee

Ann Basque BY  
Ann Basque

HER ATTORNEY IN FACT.  
The City of Rocklin

By: Carlos Urrutia  
Carlos Urrutia, City Manager

Document Date: December 19, 2000

GRANT DEED CONTINUED ON NEXT PAGE

LD

CONTINUATION OF GRANT DEED

STATE OF CALIFORNIA )  
COUNTY OF Placer )

On December 20, 2000 before me, Gary M. Houser

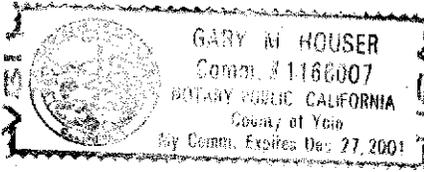
personally appeared Frank Moon and Gary Basque

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.

Signature *Gary M. Houser*

This area for official notarial seal.





AGENCY RESOLUTION NO. 2001-177

RESOLUTION OF THE REDEVELOPMENT AGENCY  
OF THE CITY OF ROCKLIN  
APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR  
TO EXECUTE A LEASE AGREEMENT BY AND BETWEEN  
THE ROCKLIN HISTORICAL SOCIETY AND  
THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN  
(MOON PROPERTY MUSEUM SITE, 3895 ROCKLIN ROAD, ROCKLIN, CA)

The Redevelopment Agency of the City of Rocklin does resolve as follows:

WHEREAS, both parties seek the mutual benefit of providing the community with a historical museum for the City of Rocklin and the surrounding community; and

WHEREAS, the Redevelopment Agency of the City of Rocklin and the City of Rocklin support the use of the historic structure located on the property at 3895 Rocklin Road for use as a Rocklin community museum; and

WHEREAS, the museum will provide an educational resource for local history; and

WHEREAS, the museum will provide a cultural and entertainment resource for the community; and

WHEREAS, the museum will increase the "sense of place" for all citizens of the Rocklin community, increasing civic pride and participation; and

WHEREAS, the location of the museum building will enhance the Rocklin downtown redevelopment and civic center area.

NOW THEREFORE, the Redevelopment Agency of the City of Rocklin resolves as follows:

Section 1. The Redevelopment Agency of the City of Rocklin hereby approves and authorizes the Executive Director to execute a Lease Agreement by and between the Rocklin Historical Society and the Redevelopment Agency of the City of Rocklin (Moon Property Museum Site, 3895 Rocklin Road, Rocklin, CA) in the form attached hereto as Exhibit A and by this reference incorporated herein.

Section 2. The Agency Clerk is authorized and directed to record said Lease Agreement in the Office of the Placer County Recorder when fully executed and notarized.

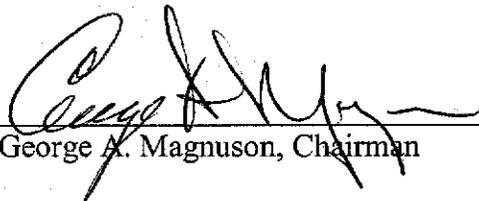
PASSED AND ADOPTED this 10<sup>th</sup> day of April, 2001, by the following roll call vote:

AYES: Agency Members: Yorde, Storey, Hill, Lund, Magnuson

NOES: Agency Members: None

ABSENT: Agency Members: None

ABSTAIN: Agency Members: None

  
George A. Magnuson, Chairman

ATTEST:

  
Secretary



PLACER, County Recorder  
JIM MCCAULEY Co Recorder Office  
**DOC- 2001-0042536**

Friday, MAY 04, 2001 09:47:31  
NOC \$0.00

Ttl Pd \$0.00

Nbr-0000445196  
rec/R2/1-14

Recording Requested by  
and Return to:

Agency Clerk  
Redevelopment Agency of the City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677

---

**LEASE AGREEMENT BY AND BETWEEN  
THE ROCKLIN HISTORICAL SOCIETY AND  
THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN  
(Moon Property Museum Site, 3895 Rocklin Road, Rocklin, CA)**

This Lease (Lease) is entered into as of April 10, 2001, by and between the Rocklin Historical Society, a non-profit corporation (Tenant) and the Redevelopment Agency of the City of Rocklin (Agency). This Lease is written in support of the cooperative effort on the part of the City of Rocklin and the Rocklin Historical Society to provide a museum for the Rocklin Community. It is emphasized that the formal language of the Lease agreement contained herein should in no way detract from the fine spirit of cooperation that exists between the City of Rocklin and the Rocklin Historical Society to provide the museum.

**RECITALS**

A. Agency is the owner of real property located at 3895 Rocklin Road, Rocklin, California, and the improvements located on the real property (collectively, "Property").

B. Tenant desires to lease from Agency and Agency desires to lease to Tenant the existing structure and the immediately adjacent parking area and grounds as shown on the plan of the Property attached as Exhibit A (Leased Premises) for the purpose of operating a museum for the public benefit of the citizens of Rocklin.

## **AGREEMENT**

Therefore, for good and valuable consideration the receipt and adequacy of which are acknowledged, the parties agree as follows:

### **Section 1. Lease of Premises.**

Agency leases to Tenant and Tenant leases from Agency the Leased Premises on the terms and conditions set forth in this Lease.

### **Section 2. Use.**

A. Tenant agrees to use the Leased Premises for the purpose of operating a museum for the public benefit and all other operations incident to the conduct of its business and for no other use. Tenant agrees not to use the Leased Premises for any unlawful purpose.

B. Tenant shall not commit any acts on the Leased Premises nor use the Leased Premises in any manner that will increase the existing rates for or cause cancellation of any fire, liability, or other insurance insuring the Leased Premises or the improvements on the Leased Premises. Tenant shall comply with all requirements of Agency's insurance carrier that are necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Leased Premises and the improvements on the Leased Premises.

C. Tenant shall not commit any waste or any public or private nuisance upon the Leased Premises.

D. Tenant shall comply with all laws, rules, and orders of all federal, state, and municipal governments or agencies that may be applicable to the use of the Leased Premises.

### **Section 3. Term.**

The term of this Lease shall be for a period of five (5) years, commencing on April 1, 2001, and unless terminated sooner in accordance with this Lease, ending on March 31, 2006 (Term).

### **Section 4. Automatic Renewal; No Renewal if in Default.**

The Term of this Lease shall be automatically extended for one or more periods of two (2) years per extension (Extension Period), up to a total cumulative term of 49 years, unless either party notifies the other in writing of its intent not to renew, which notice shall be given at least one hundred twenty (120) days prior to the termination date of the then current Term or Extension Period. Should Tenant be in default of any term or condition of the Lease at the expiration of the Term or any Extension Period, Tenant's right to the

automatic extension privilege shall be void, and this Lease shall then terminate upon the expiration of the then current Term or Extension Period. All terms and conditions of this Lease shall continue during the Extension Period(s).

**Section 5. Rent.**

Tenant shall pay to Agency during the Term (including any Extension Period) of this Lease as yearly rental for the Leased Premises the sum of One and 00/100 Dollars (\$1.00) per year, which shall be paid upon commencement of this Lease and on the first anniversary of the commencement of the Lease, and on each subsequent anniversary of the commencement of the Lease during the Term, including any Extension Period.

**Section 6. Operations.**

Tenant shall continuously during the entire Lease Term, including any Extension Periods, conduct Tenant's business in the Leased Premises and shall keep the Leased Premises open for business, as is customary for businesses of similar character, and to conduct the business in accordance with sound business practices during the following hours:

- A. No less than 1 evening during the week for a minimum duration of 2 hours;
- B. No less than 2 hours on each weekend;
- C. Holiday schedules may vary from the above requirement.

**Section 7. Taxes.**

Pursuant to California Revenue and Taxation Code section 107.6, Tenant is notified that the property interest acquired by Tenant in the Leased Premises under this Agreement may be subject to property taxation as a possessory interest in real property, and Tenant may be subject to the payments of property taxes levied on that interest.

**Section 8. Personal Property Taxes.**

During the Term, including any Extension Periods, Tenant shall pay all taxes assessed against and levied upon fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Leased Premises prior to delinquency, and when possible Tenant shall cause these fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of Agency. If any of Tenant's fixtures, furnishings, equipment, and other personal property is assessed and taxed with Agency's real property, Tenant shall pay to Agency Tenant's share of the taxes within ten (10) days after delivery to Tenant by Agency of a statement in writing setting forth the amount of the taxes applicable to Tenant's property.

**Section 9. Alterations.**

Tenant shall not make or suffer to be made, any alterations of the Leased Premises, or any part of the Leased Premises, without the prior written consent of Agency Executive Director or his or her designee. Any additions to, or alterations of, the Leased Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to Agency. Any alterations shall be in conformance with the requirements of all municipal, state, and federal authorities.

**Section 10. Maintenance and Repair.**

A. Tenant acknowledges that Tenant is leasing the Leased Premises on an "as is" basis. Tenant shall, subject to Agency's obligations under this Lease, at all times during the Term, and at Tenant's sole cost and expense, keep, maintain, and repair the building and other improvements upon the Leased Premises in good and sanitary order and condition. The standard of maintenance and repair shall be consistent with the policies of the City of Rocklin and the Agency.

B. Tenant agrees on the last day of the Term, including any Extension Periods, or on sooner termination of this Lease to surrender the Leased Premises with appurtenances, in the same condition as when received, reasonable use and wear and damage by fire, act of God, or by the elements excepted. Tenant shall regularly sweep and clean the sidewalks adjacent to the Leased Premises, as needed, and shall be responsible for keeping the Leased Premises free of debris.

**Section 11. Compliance with Law.**

Tenant shall, at Tenant's sole cost, comply with all of the requirements of all municipal, state, and federal authorities pertaining to the use of the Leased Premises. Tenant shall not commit, or suffer to be committed, waste upon the Leased Premises, or nuisance or other act or thing that may disturb the quiet enjoyment of the neighborhood.

**Section 12. Insurance.**

A. Tenant agrees to procure and maintain public liability insurance from a responsible insurance company authorized to do business in California, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for injury or death to any person or damage to Leased Premises, for any claim demands, or causes of action of any person arising out of accidents occurring on the Leased Premises during the Term, including any Extension Period, or arising out of Tenant's use of the Leased Premises. Agency, its officers, employees, and volunteers shall be added as insureds with respect to liability; provided, that coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code §2782(b).

B. Each policy of insurance shall be issued by a responsible insurer in the names of Agency and Tenant. Tenant shall deliver a certificate for each insurance policy to Agency with all relevant endorsements. Each policy of insurance shall be primary and noncontributory with any policies carried by Agency and, to the extent obtainable, any loss shall be payable notwithstanding any act or negligence of Agency that might otherwise result in forfeiture of insurance. Each insurance policy shall provide that a thirty (30) day notice of cancellation and of any material modification of coverage shall be given to all named insureds. The insurance coverage required under this Section may be carried by Tenant under a blanket policy insuring other locations of Tenant's business, provided that the Leased Premises covered by this Agreement are specifically identified as included under that policy. Tenant agrees that upon the failure to insure as provided in this Agreement, or to pay the premiums for the insurance, Agency may contract for the insurance and pay the premiums, and all sums expended by Agency for the insurance shall be considered additional rent under this Agreement and shall be immediately repayable by Tenant.

C. Tenant agrees that in the event of loss due to any of the perils for which it has agreed to provide bodily injury and property damage coverage, Tenant shall look solely to its insurance for recovery. Tenant hereby grants to Agency, on behalf of any insurer providing bodily injury or property damage to Tenant or Agency with respect to the services of the Tenant herein, a waiver of any right to subrogation which any such insurer of said Tenant may acquire against the Agency by virtue of the payment of such loss under such insurance.

D. Agency shall maintain fire and extended coverage, and at Agency's option, earthquake insurance, throughout the Term, including any Extension Periods, in an amount equal to at least ninety percent (90%) of the replacement value of the building that includes the Leased Premises, together with other insurance as may be required by Agency's lender or by any governmental agency. Tenant waives any right of recovery from Agency, Agency's officers and employees, and Agency waives any right of recovery from Tenant, Tenant's officers or employees, for any loss or damage (including consequential loss) resulting from any of the perils insured against in the standard form fire insurance policy with extended coverage endorsement.

### **Section 13. Indemnification of Agency.**

Tenant, as a material part of the consideration to be rendered to Agency under this Lease, agrees to indemnify and defend Agency from any claims, demands, and causes of action of any nature and any expense incident to the defense, for physical injury to or death of persons or loss of or damage to Leased Premises of any kind including other goods, wares, merchandise, and items of display, occurring on or about the Leased Premises that grow out of or are connected with Tenant's use and occupation of the Leased Premises or

the condition of the Leased Premises, or from the failure of Tenant to keep the Leased Premises in good condition and repair, as provided in this Lease. Unless caused by the active negligence, sole negligence or willful misconduct of Agency or unless the condition is one for which Agency has expressly assumed the responsibility for remedying and the condition is not caused by Tenant.

**Section 14. Free From Liens.**

Tenant shall keep the Leased Premises and the Property free from any liens arising out of any work performed, material furnished, or obligation incurred by Tenant.

**Section 15. Abandonment.**

Tenant shall not vacate or abandon the Leased Premises at any time during the Term; and if Tenant shall abandon, vacate, or surrender the Leased Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall, at the option of Agency, be deemed abandoned.

**Section 16. Signs.**

Signs placed or permitted to be placed upon the exterior of or in the windows of the Leased Premises shall be in compliance with the City of Rocklin Sign Ordinance (Rocklin Municipal Code Chapter 17.75) and all other applicable laws, rules, regulations, policies, and guidelines adopted by, or under the authority granted by, the Rocklin City Council or the Agency. Normal sign permit fees charged by the City shall be paid by the Agency

**Section 17. Utilities.**

Tenant shall pay before delinquency all charges for water, gas, heat, electricity, power, telephone service, and all other services or utilities, except sewage (which is to be paid by Agency) used in, upon, or about the Leased Premises by Tenant or any of Tenant's subtenants, licensees, or concessionaires during the Term. If any utility is not separately metered, Tenant shall reimburse Agency for Tenant's pro rata share of the cost of the utility determined according to the gross floor area of the Leased Premises as it relates to the total gross leasable area of the portion of the Property that is separately metered and that contains the Leased Premises.

**Section 18. Entry.**

Subject to reasonable prior notice to Tenant, Tenant shall permit Agency and Agency's agents to enter into and upon the Leased Premises at all reasonable times.

**Section 19. Assignment and Subletting.**

Tenant shall not assign this Lease, or any interest in this Lease, and shall not sublet the Leased Premises or any part of them, or any right or privilege appurtenant to them, or permit any other person other than the agents and servants of Tenant to occupy or use the Leased Premises without the prior written consent of Agency.

**Section 20. Default.**

A. Each of the following shall constitute an event of default (Event of Default) under this Lease:

(i) if Tenant fails to make any payment required by the provisions of this Lease, when due;

(ii) if Tenant fails within thirty (30) days after written notice to correct any breach or default of the other covenants, terms, or conditions of this Lease;

(iii) if Tenant abandons the Leased Premises before the end of the Term;  
or

(iv) if all or substantially all of Tenant's assets shall be placed in the hands of a receiver or trustee and if this receivership or trusteeship continues for a period of thirty (30) days, or should Tenant make an assignment for the benefit of creditors, or be adjudicated bankrupt, or should Tenant institute any proceedings under any state or federal bankruptcy act in which Tenant seeks to be adjudicated bankrupt, or seeks to be discharged of debts, or should any voluntary proceeding be filed against this Tenant under the bankruptcy laws and Tenant consents to it and acquiesces by pleading or default.

B. Upon the occurrence of an Event of Default, Agency shall have the right at any time afterwards to elect to terminate the Lease and Tenant's right to possession under the Lease.

**Section 21. Attorney Fees; Litigation Costs.**

If any action at law or in equity is brought to recover any rent or other sums under this Agreement, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, or for the recovery of the possession of the Leased Premises, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an

alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

**Section 22. Holding Over.**

Any holding over after the expiration of the Term, including any Extension Period, with the consent of Agency, shall be construed to be a tenancy from month-to-month, cancelable upon thirty (30) days' written notice, and a rental upon all terms and conditions as existed during the last year of the Term, including any Extension Period. Any holding over after the expiration of the Term, including any Extension Period, without the consent of Agency, shall be construed to be a tenancy-at-will at a Monthly Rent of One Thousand and 00/100 Dollars (\$1,000.00) per month but otherwise on the terms and conditions in this Lease.

**Section 23. Notices.**

Wherever in this Lease it shall be required or permitted that notice and demand be given or served by either party to the other, this notice or demand shall be given or served and shall not be deemed to have been given or served unless in writing and forwarded by certified mail, addressed as follows:

If to Agency:                 Rocklin Redevelopment Agency  
  Attention: Executive Director  
  3980 Rocklin Road  
  Rocklin, California 95677

If to Tenant:                 Ted Bravos, President  
  Rocklin Historical Society  
  P.O. Box 752  
  Rocklin, California 95677

Either party may change this address by written notice by certified mail to the other.

**Section 24. Successors in Interest.**

The covenants in this Lease shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties to this Lease; and all of the parties to this Lease shall be jointly and severally liable.

**Section 25. Force Majeure.**

If either party shall be delayed or prevented from the performance of any act required under this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated, performance of this act shall be excused for the period of the delay and the period for the performance of any act shall be extended for a period equivalent to the period of the delay; provided, however, nothing in this Section shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant except as may be provided elsewhere in this Lease.

**Section 26. Partial Invalidity.**

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the provisions of this Lease shall remain in full force and shall in no way be affected, impaired, or invalidated.

**Section 27. Captions.**

The various headings and numbers in this Lease and the grouping of the provisions of this Lease into separate sections and paragraphs are for the purpose of convenience only and shall not be considered a part of this Lease.

**Section 28. Time.**

Time is of the essence in this Lease.

**Section 29. No Oral Agreements.**

This Lease includes in full each agreement of every kind between the parties concerning the Leased Premises, and all preliminary negotiations and agreements of any kind or nature are merged in this Lease, and there are no oral agreements or implied covenants made in connection with this Lease.

**Section 30. Authority.**

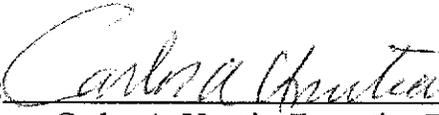
If Tenant is a corporation, trust, or general or limited partnership, all individuals executing this Agreement on behalf of that entity represent that they are authorized to execute and deliver this Agreement on behalf of that entity. If Tenant is a corporation, trust, or partnership, Tenant shall, prior to the execution of this Agreement, deliver to Agency evidence of that authority and evidence of due formation, all satisfactory to Agency. If Tenant is a partnership, Tenant shall furnish Agency with a copy of Tenant's partnership agreement and with a certificate from Tenant's attorney, stating that the partnership agreement.

**Section 31. Governing Law**

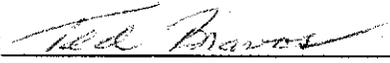
This lease shall be governed by and construed in accordance with the laws of the State of California.

The parties have executed this Lease on the day and year first above written.

ROCKLIN REDEVELOPMENT AGENCY

By:   
Carlos A. Urrutia, Executive Director

ROCKLIN HISTORICAL SOCIETY

By:   
Ted Bravos, President

State of California )  
County of Placer )

On this 11<sup>th</sup> day of April, 2001, before me  
S. DAVIES, NOTARY PUBLIC

(Notary Name and Title)

personally appeared CARLOS A. UKRUTIN personally

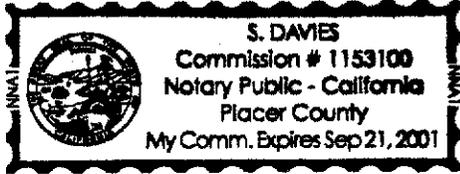
known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument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

My Commission Expires: 9-21-2001

S. Davies

Signature of Notary Public

(SEAL)



State of California )  
County of Placer )

On this 10<sup>th</sup> day of April, 2001, before me  
S. DAVIES, NOTARY PUBLIC

(Notary Name and Title)

personally appeared TED BRAUGS

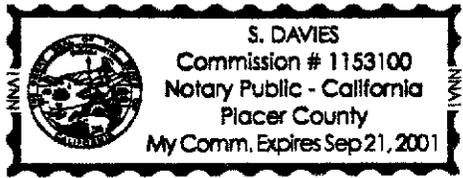
personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on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

My Commission Expires: 9-21-2001

S. Davies

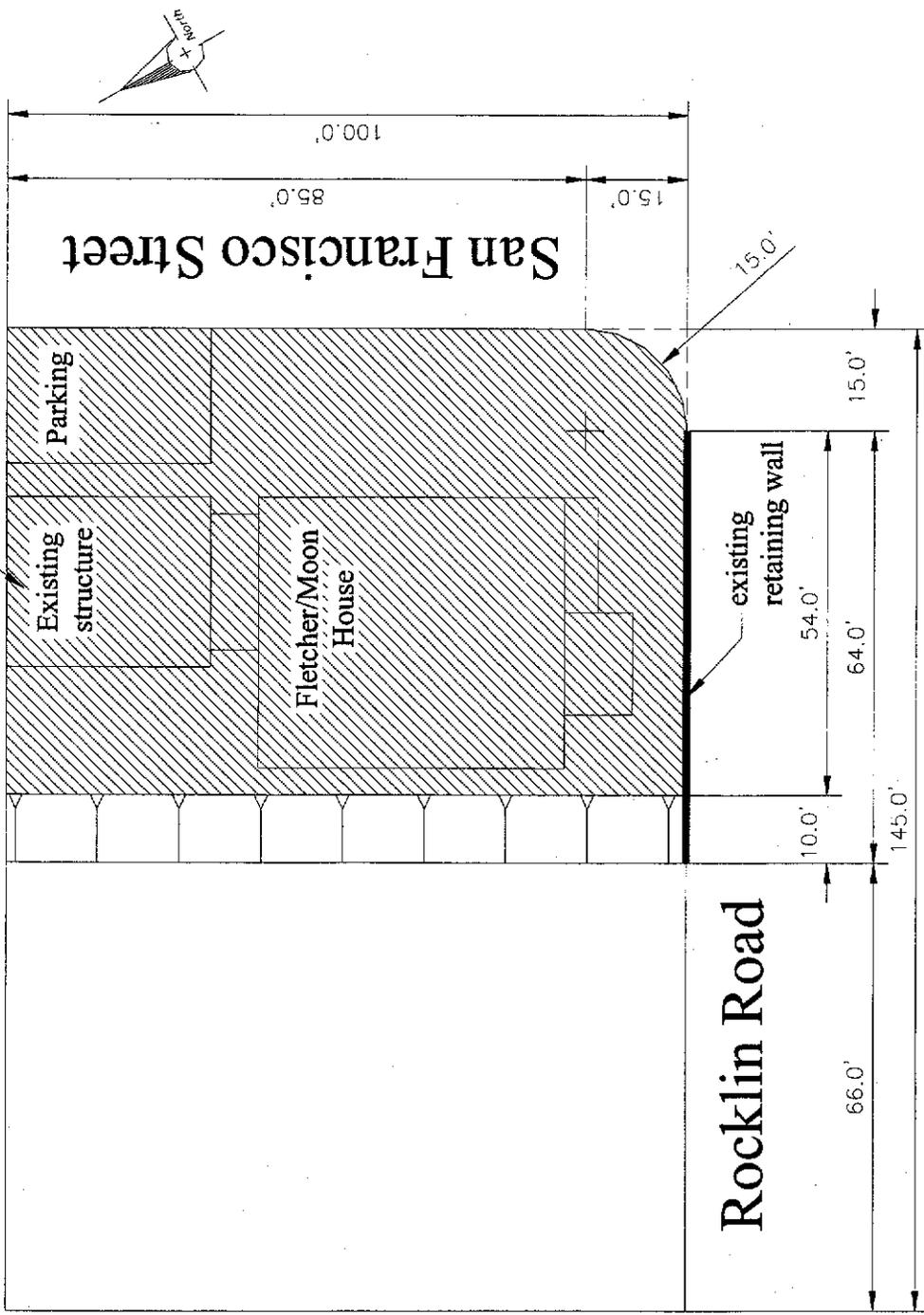
Signature of Notary Public

(SEAL)



# Exhibit "A"

Area to be leased represented by hatched area





May 20, 2013

Ms. Mary Lister, Finance Officer  
City of Rocklin  
3970 Rocklin Rd.  
Rocklin, CA 95677

Dear Ms. Lister:

Subject: Oversight Board Action Determination Revised

The City of Rocklin Successor Agency (Agency) notified the California Department of Finance (Finance) of its August 27, 2012 Oversight Board (OB) resolution No. 2012-6 on September 20, 2012. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance completed its review of the OB action, which may have included obtaining clarification for various items, and issued our determination on November 28, 2012. Subsequent to that determination new information was provided to Finance and a change in the Successor Agency's status related to their Finding of Completion has occurred. Therefore Finance is issuing a revised determination.

Based on our review and application of the law, we are now making the following determination:

- **Transfer of the Rocklin History Museum/Moon Residence and St. Mary's Chapel building to the City of Rocklin is approved.** While the St. Mary's Chapel building does not meet the criteria included in HSC section 34181 (a) that defines the assets constructed and used for a governmental purpose, the Agency has received a Finding of Completion from Finance. This means that the asset, which is merely the building and does not consist of the property on which the building sits, may now transfer to the City of Rocklin. **Additionally, based on additional information provided Finance agrees that the Rocklin History Museum can transfer as a governmental purpose.**
- Transfer of the Rocklin Branch – Placer County Library to the City of Rocklin is allowed.

Please direct inquiries to Justyn Howard, Assistant Program Budget Manager, at (916) 445-1546.

Sincerely,

STEVE SZALAY  
Program Budget Manager

cc: Ms. Jayne Goulding, Managing Accountant Auditor, Placer County

RESOLUTION NO. 2007-326 RDA

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN  
APPROVING A NOTICE OF EXEMPTION FOR THE PURCHASE OF THE  
GRANITE BUSINESS CENTER BUILDING

WHEREAS, the City of Rocklin’s Environmental Coordinator has reviewed the purchase of the Granite Business Center Building Project (“Project”) and determined that it is exempt from review under the California Environmental Quality Act pursuant to California Code of Regulations Section 15061 (b) (3) - General rule of no potential for causing significant impact; and

WHEREAS, a Notice of Exemption has been prepared for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Rocklin as follows:

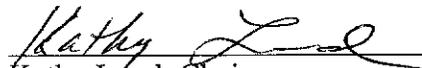
Section 1. Based on the review and determination of the Environmental Coordinator, the Redevelopment Agency of the City of Rocklin finds that the Project is exempt from review under the California Environmental Quality Act.

Section 2. A Notice of Exemption is approved for the Project.

Section 3. Upon approval of the Project by the Redevelopment Agency, the Environmental Coordinator shall file the Notice of Exemption with the County Clerk of Placer County and, if the Project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of Section 21152(b) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

PASSED AND ADOPTED this 14<sup>th</sup> day of August, 2007, by the following roll call vote:

|          |                 |                                     |
|----------|-----------------|-------------------------------------|
| AYES:    | Agency Members: | Storey, Hill, Magnuson, Yuill, Lund |
| NOES:    | Agency Members: | None                                |
| ABSENT:  | Agency Members: | None                                |
| ABSTAIN: | Agency Members: | None                                |

  
Kathy Lund, Chair

ATTEST:

  
Barbara Ivanusich, Secretary

## NOTICE OF EXEMPTION

**TO:** County Clerk, County of Placer  
2954 Richardson Blvd.  
Auburn, CA 95604-5228

**FROM:** City of Rocklin Planning Dept.  
3970 Rocklin Road  
Rocklin, CA 95677

**Project Title:** Purchase of Granite Business Center Building

**Project Location - Specific:** The northwest corner of the intersection of Granite Drive and Rocklin Road, 4890 Granite Drive, Rocklin, CA.

**Project Location - City:** Rocklin, CA; **County:** Placer

**Description of Nature, Purpose and Beneficiaries of Project:**  
The proposed project is the purchase of an existing building.

**Name of Public Agency Approving Project:**  
Redevelopment Agency of the City of Rocklin

**Name of Person or Agency Carrying Out Project**  
Redevelopment Agency of the City of Rocklin

**Exempt Status (Check one)**

Categorical Exemption (Sec. 15300 *et seq.*):

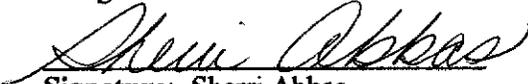
General rule of no potential for causing significant impact (California Code of Regulations Sec. 15061(b)(3)).

**Reasons why the project is exempt.**

The project consists of the purchase of an existing building. CEQA Guidelines Section 15061 (b)(3) provides guidance on reviewing projects for exemption from CEQA and notes that if the activity (project) is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen for certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The purchase of an existing building can be seen for certainty that there is no possibility that the activity in question may have a significant effect on the environment. Therefore, the project is considered to be exempt pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

**Contact Person:** Sherri Abbas, Development Services Manager

**Date received for Filing:** \_\_\_\_\_

  
**Signature:** Sherri Abbas  
Development Services Manager

RESOLUTION NO. 2007-327 RDA

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN APPROVING AND DIRECTING THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE AND SALE AGREEMENT AND ALL RELATED DOCUMENTS NECESSARY TO PURCHASE THE GRANITE BUSINESS CENTER BUILDING (4890 Granite Drive)

The Redevelopment Agency of the City of Rocklin does resolve as follows:

Section 1. The Redevelopment Agency of the City of Rocklin hereby approves the purchase of the Granite Business Center Building located at 4890 Granite Drive, Rocklin, California, and directs the Executive Director to execute a Purchase Sale Agreement in substantially the form of Exhibit "1", attached hereto and by this reference incorporated herein and all other related and necessary documents required to complete the transaction.

Section 2. The Redevelopment Agency of the City of Rocklin hereby accepts the Grant Deed for the property located at 4890 Granite Drive, Rocklin, California, and authorizes the Executive Director to execute a Certificate of Acceptance for said Deed.

Section 4. The Agency Secretary is directed to record or have recorded the deed and all necessary and related documents in the office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 14<sup>th</sup> day of August 2007, by the following roll call vote:

- AYES: Agency Members: Storey, Hill, Magnuson, Yuill, Lund
- NOES: Agency Members: None
- ABSENT: Agency Members: None
- ABSTAIN: Agency Members: None

  
Kathy Lund, Chair

ATTEST:

  
Barbara Ivanusich, Secretary

# **Exhibit "1"**



**STANDARD OFFER, AGREEMENT AND ESCROW  
INSTRUCTIONS FOR PURCHASE OF REAL ESTATE**  
(Non-Residential)

AIR Commercial Real Estate Association

August 3, 2007

(Date for Reference Purposes)

**1. Buyer.**

1.1 The Redevelopment Agency of the City of Rocklin ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 or 5 days after the waiver or expiration of the Buyer's Contingencies, ("Expected Closing Date") to be held by Chicago Title Company ("Escrow Holder") whose address is 3721 Douglas Boulevard, Suite 210, Roseville, CA 95661, Phone No. 916-783-6214, Facsimile No. 916-783-0819 upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties, and approved by resolution of the Redevelopment Agency of the City of Rocklin.

**2. Property.**

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) An approximate 16,600 sq.ft. office building is located in the City of Rocklin, County of Placer, State of California, is commonly known by the street address of 4890 Granite Dr. and is legally described as: See Preliminary Title Report

(APN: 045 101 060).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Chicago Title Company ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and none

(collectively, the "Improvements").

2.4 The fire sprinkler monitor:  is owned by Seller and included in the Purchase Price,  is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, or  ownership will be determined during Escrow.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and None all of which shall be removed by Seller prior to Closing.

**3. Purchase Price.**

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$3,705,000.00, payable as follows:

|   |                       |
|---|-----------------------|
| (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price):   | <u>\$3,705,000.00</u> |
| <del>(Strike if not applicable)</del> (b) Amount of "New Loan" as defined in paragraph 6.1, if any:   | <u>\$</u>             |
| <del>(Strike if not applicable)</del> (c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)"): (i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately: <u>\$</u> Said First Note is payable at <u>\$</u> per month, including interest at the rate of <u>%</u> per annum until paid (and/or the entire unpaid balance is due on <u>)</u> |                       |
| <del>(Strike if not applicable)</del> (ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately: <u>\$</u> Said Second Note is payable at <u>\$</u> per month, including interest at the rate of <u>%</u> per annum until paid (and/or the entire unpaid balance is due on <u>)</u>   |                       |
| <del>(Strike if not applicable)</del> (d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of: <u>\$</u>   |                       |

Total Purchase Price: \$3,705,000.00

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

INITIALS

INITIALS

4. Deposits.

4.1 [ ] Buyer has delivered to Broker a check in the sum of \$ \_\_\_\_\_, payable to Escrow Holder, to be held by Broker until both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or [X] Buyer shall deliver to Escrow Holder a check in the sum of \$15,000.00 when both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder. When cashed, the check shall be deposited into the Escrow's trust account to be applied toward the Purchase Price of the Property at the Closing. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of \$25,000.00 to be applied to the Purchase Price at the Closing.

(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (k) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of \$ \_\_\_\_\_ to be applied to the Purchase Price at the Closing.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable Instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is 94-6000408. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

5. Financing Contingency. (Strike if not applicable)

5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least \_\_\_\_\_% of the Purchase Price, at terms reasonably acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.

5.2 Buyer hereby agrees to diligently pursue obtaining the New Loan. If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within \_\_\_\_\_ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.

5.3 If, after due diligence, Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.

6. Seller Financing (Purchase Money Note). (Strike if not applicable)

6.1 The Purchase Money Note shall provide for interest on unpaid principal at the rate of \_\_\_\_\_% per annum, with principal and interest paid as follows:

The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.

6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 4.3 (b)):

(a) Prepayment. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.

(b) Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.

(c) Due On Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.

6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.

6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.

7. Real Estate Brokers.

7.1 The following real estate broker(s) ("Brokers") and brokerage relationships exist in this transaction and are consented to by the Parties (check the applicable boxes):

- [X] Grubb & Ellis Company represents Seller exclusively ("Seller's Broker");
[ ] \_\_\_\_\_ represents Buyer exclusively ("Buyer's Broker"); or
[ ] \_\_\_\_\_ represents both Seller and Buyer ("Dual Agency").

The Parties acknowledge that Brokers are the procuring cause of this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named in paragraph 7.1, and no broker or other person, firm or entity, other than said Brokers is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party, other than said named Brokers by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance.

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 9.5, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall be promptly refunded all funds deposited by Buyer with Escrow Holder, less only Title

INITIALS

INITIALS

Call

Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

9. Contingencies to Closing. (See Addendum paragraphs 26 & 36)

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT. Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (l) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided. (All time frames for all items in this paragraph will be subject to the time frame contained in Addendum paragraphs 26 & 36).

(a) *Disclosure.* Seller shall make to Buyer, through escrow, all of the applicable disclosures required by law (See AIR Commercial Real Estate Association ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or \_\_\_\_\_ days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has 40 or 15 days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has 30 or 15 days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law. (See Addendum paragraph 33)

(d) *Soil Inspection.* Buyer has 30 or 15 days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days of the Date of Agreement.

(e) *Governmental Approvals.* Buyer has 30 or 15 days from the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("Title Commitment") concerning the Property, issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("Underlying Documents") to be delivered to Buyer within 10 or \_\_\_\_\_ days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to the condition of title. The disapproval of Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey.* Buyer has 30 or 10 days from the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements.* Seller shall within 10 or \_\_\_\_\_ days of the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Other Agreements.* Seller shall within 10 or \_\_\_\_\_ days of the Date of Agreement provide Buyer with legible copies of all other agreements ("Other Agreements") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(j) *Financing.* If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.

(k) *Existing Notes.* If paragraph 3.1(c) has not been stricken, Seller shall within 10 or \_\_\_\_\_ days of the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or \_\_\_\_\_ days from the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof.

(l) *Personal Property.* In the event that any personal property is included in the Purchase Price, Buyer has 10 or \_\_\_\_\_ days from the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or \_\_\_\_\_ days of the Date of Agreement.

(m) *Destruction, Damage or Loss.* There shall not have occurred prior to the Closing, a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this transaction or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this transaction, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(n) *Material Change.* Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a change in the status of the use, occupancy, tenants, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(o) *Seller Performance.* The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

INITIALS

*Call*  
INITIALS

(p) **Warranties.** That each representation and warranty of Seller herein be true and correct as of the Closing. Escrow Holder shall assume that this condition has been satisfied unless notified to the contrary in writing by any Party prior to the Closing.

(q) **Brokerage Fee.** Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 All of the contingencies specified in subparagraphs (a) through (p) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "**Buyer's Contingencies.**"

9.3 If any Buyer's Contingency or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("**Disapproved Item**"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("**Seller's Election**"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the election, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this transaction. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this transaction. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's said Elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 Buyer understands and agrees that until such time as all Buyer's Contingencies have been satisfied or waived, Seller and/or its agents may solicit, entertain and/or accept back-up offers to purchase the Property.

9.5 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

#### 10. Documents Required at or before Closing:

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.

(e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(h) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder as immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

**IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.**

#### 11. Prorations and Adjustments.

11.1 **Taxes.** Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 **Insurance.** **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 **Rentals, Interest and Expenses.** Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 **Security Deposit.** Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 **Post Closing Matters.** Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 **Variations in Existing Note Balances.** In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 **Variations in New Loan Balance.** In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

#### 12. Representation and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and, are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) **Authority of Seller.** Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the

Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) **Maintenance During Escrow and Equipment Condition At Closing.** Except as otherwise provided in paragraph 9.1(m) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted. The HVAC, plumbing, elevators, loading doors and electrical systems shall be in good operating order and condition at the time of Closing.

(c) **Hazardous Substances/Storage Tanks.** Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) **Compliance.** Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) **Changes in Agreements.** Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) **Possessory Rights.** Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) **Mechanics' Liens.** There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) **Actions, Suits or Proceedings.** Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) **Notice of Changes.** Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(n)) affecting the Property that becomes known to Seller prior to the Closing.

(j) **No Tenant Bankruptcy Proceedings.** Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) **No Seller Bankruptcy Proceedings.** Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) **Personal Property.** Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

### 13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

### 14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

### 15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

### 16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. ~~The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.~~

### 17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

### 18. Broker's Rights.

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

### 19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger or by mail, postage prepaid, to the address set forth in this Agreement or by facsimile transmission.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. Communications transmitted by facsimile transmission shall be deemed delivered upon telephonic confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

### 20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of

Rocklin, California on the date of August 30, 2007

It shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

### 21. LIQUIDATED DAMAGES (This Liquidated Damages paragraph is applicable only if initialed by both Parties).

~~THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS~~

*Call*

~~OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \_\_\_\_\_ UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.~~

\_\_\_\_\_  
Buyer Initials

\_\_\_\_\_  
Seller Initials

**22. ARBITRATION OF DISPUTES.** (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. ANY SUCH CONTROVERSY SHALL BE ARBITRATED BY 3 ARBITRATORS WHO SHALL BE IMPARTIAL REAL ESTATE BROKERS WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THEY SHALL BE APPOINTED UNDER THE COMMERCIAL RULES. THE ARBITRATORS SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

  
Buyer Initials

\_\_\_\_\_  
Seller Initials

**23. Miscellaneous.**

23.1 **Binding Effect.** This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange.

**24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) **Seller's Agent.** A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) **Buyer's Agent.** A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) **Agent Representing Both Seller and Buyer.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not without the express permission of the respective

Party, disclose to the other Party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(d) **Further Disclosures.** Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Brokers have no responsibility with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 **Confidential Information:** Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. **Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it.

**26 Additional Provisions:**

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum consisting of paragraphs 28 through 36. (If there are no additional provisions write "NONE".)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:**

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

**WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.**

- NOTE:
1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
  2. IF THE BUYER IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

**BROKER:**  
Grubb & Ellis Company  
  
Attn: Brian Barnes  
Title: Senior Vice President  
Address: 1610 Arden Way, Suite 195  
Sacramento, CA 95815  
Telephone: (916) 418-6015  
Facsimile: (916) 418-0231  
Email: brian.barnes@grubb-ellis.com  
Federal ID No. \_\_\_\_\_

**BUYER:**  
The Redevelopment Agency of the City of  
Rocklin

By: *Carlos Urrutia*  
Date: \_\_\_\_\_  
Name Printed: Carlos Urrutia  
Title: Executive Director  
Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_

Approved as to Form  
By: *Russell A. Hildebrand*  
Date: August 3, 2007  
Name Printed: Russell A. Hildebrand  
Title: General Counsel  
Address: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_  
Federal ID No. 94-6000408

\_\_\_\_\_  
INITIALS

*CAU*  
INITIALS

27. Acceptance.

27.1 Seller accepts the forgoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 Seller acknowledges that Brokers have been retained to locate a Buyer and are the procuring cause of the purchase and sale of the Property set forth in this Agreement. In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 4.86 % of the Purchase Price divided in such shares as said Brokers shall direct in writing. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

BROKER:

Grubb & Ellis Company

SELLER:

WMJ Enterprises Inc.

Attn: Tom Bacci
Title: Senior Vice President
Address: 1610 Arden Way, Suite 195
Sacramento, CA 95815
Telephone: (916) 770-8913
Facsimile: (916) 418-0231
Email: tom.bacci@grubb-ellis.com
Federal ID No.

By:
Date:
Name Printed:
Title:
Telephone: ( )
Facsimile: ( )
By:
Date:
Name Printed:
Title:
Address:
Telephone: ( )
Facsimile: ( )
Email:
Federal ID No:

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 8th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

© Copyright 2003 By AIR Commercial Real Estate Association. All rights reserved.

No part of these works may be reproduced in any form without permission in writing.

INITIALS

Can
INITIALS

**ADDENDUM TO  
STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE  
dated August 3, 2007**

**wherein City of Rocklin is referred to as "Buyer"  
and WMJ Enterprises Inc. is referred to as "Seller"  
with reference to property located at APN 045-101-060  
otherwise known as 4890 Granite Drive  
City of Rocklin, County of Placer, State of California**

**To the extent of any inconsistencies or contradictions between terms and conditions of the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate and this Addendum, the terms and conditions contained herein shall supersede and take precedence over those contained in the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate.**

**28. Conditions of Closing.**

Buyer shall have fifteen (15) days from approval of this Purchase Agreement by the Redevelopment Agency of the City of Rocklin to review all documents requested and to satisfy or waive the items listed below.

- a. Review and approve the preliminary title insurance report as described in paragraphs 9.1(f) and 10.1 of the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate. Said report to be furnished by Seller, at Seller's expense.
- b. Review and approve, at Buyer's option, an Engineering and Economic Feasibility Study to be conducted by Buyer, at Buyer's expense. Studies shall include, but not be limited to, Contractor's Report, Engineer's Report, Roof Report, and Level 1 Report. By acceptance of this Offer, Seller shall have granted Buyer and/or its agents the right to enter upon the subject property at reasonable times to conduct said tests. Should Buyer perform any study(ies) or test(s) on property and fail to purchase property, Buyer will promptly return property to its original condition. The choice of conducting any of the studies shall be at the sole discretion of the Buyer.

If any of the above conditions contained in Conditions of Closing are not satisfied, Buyer shall have the right at his election either to waive the condition in question and proceed with the purchase, or terminate this Agreement and obtain a full refund of the Deposit. Should Buyer accept all items and/or conditions, Buyer's deposits will be considered nonrefundable. Buyer's silence shall deem the acceptance and removal of this contingency.

**29. Plans, Leases, Studies and Maintenance Contracts.**

Seller shall have five (5) days from approval of this Purchase Agreement by the Redevelopment Agency of the City of Rocklin to deliver to Buyer all plans, leases, existing studies or reports and maintenance contracts that Seller has in their possession. Plans to include architectural, landscaping and civil engineering (site improvement).

**30. The Closing.**

The closing hereunder shall be held at the offices of Chicago Title Company on or before August 31, 2007.

Initials

Call

**ADDENDUM TO STANDARD OFFER, AGREEMENT AND  
ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE**

**31. Deposit.**

Seller and Buyer entered into an option agreement dated June 18, 2007 and Buyer has paid Seller \$10,000 as consideration for said option. The \$10,000 paid Seller shall be considered the initial deposit to be applied towards the purchase price and is non refundable as consideration for the option agreement. Within 5 days of execution of this agreement by Seller and the Executive Director of the Redevelopment Agency of the City of Rocklin, Buyer will deposit with escrow holder and additional \$15,000 which shall be refundable if Buyer does not approve the Purchase Agreement by resolution of the Redevelopment Agency of the City of Rocklin. Upon passage of a resolution of the Redevelopment Agency of the City of Rocklin approving this Purchase Agreement, Buyer will deposit an additional \$25,000 with escrow holder within 5 days of the date of the Redevelopment Agency approving action. After approval of this Purchase Agreement by the Buyer, the deposits shall be considered non-refundable.

**32. Additional Provisions.**

Real property taxes, lease payments and operating costs (and if applicable, bond payments) shall be prorated as of 12:01 AM on the date the grant deed is recorded on basis of a three hundred sixty (360)-day year. Security deposits shall be credited to Buyer. All leasing commissions due for leases executed prior to the sale shall be paid by Seller through escrow and Seller shall pay the cost of a CLTA Title Insurance Policy and all county transfer taxes. Buyer shall pay for the additional cost of an ALTA Title Insurance Policy if Buyer deems an ALTA Title Insurance Policy is necessary. All other costs and charges of the escrow for the sale, including city transfer taxes, shall be divided equally between Buyer and Seller.

**33. Toxics.**

Seller represents and warrants that there has been no production, storage, or disposal at the property of any hazardous materials by Seller or, to the best of knowledge of Seller, by any previous owner or tenant of the property and, to the best knowledge of Seller, there is no proceeding or inquiry by any federal, state or local governmental agency with respect thereto.

**34. Comprehensive Disclosures.**

**Notification Regarding National Flood Insurance Program**

This property may be located in a Special Flood Hazard area on United States Department of Housing and Urban Development (HUD) "Special Flood Zone Area Maps." Federal law requires that as a condition of obtaining federally related financing on most properties located in "flood zones," banks, savings and loan associations, and some insurance lenders require flood insurance to be carried where the property, real or personal, is security for a loan. This requirement is mandated by the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973. The purpose of the program is to provide flood insurance to property owners at a reasonable cost. Cities or counties participating in the National Flood Insurance Program may have adopted building or zoning restrictions, or other measures, as part of their participation in the program. You should contact the city or county in which the property is located to determine any such restrictions. The extent of

Initials     *Can*

**ADDENDUM TO STANDARD OFFER, AGREEMENT AND  
ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE**

coverage available in your area and the cost of this coverage may vary, and for further information you should consult your lender or insurance carrier.

**35. Commercial/Industrial Transaction.**

Due to the fact that this is a commercial/industrial transaction and existing structure is not a residence, this transaction is not subject to transaction regulations regarding residence (CLP 1102 and TDS-14-1).

**36. Contingent Execution.**

Seller and Buyer agree that execution of this Purchase Agreement by the Executive Director of Buyer Redevelopment Agency of the City of Rocklin is contingent upon approval and ratification of the Purchase Agreement by action of the Redevelopment Agency Board. Though the purchase price, terms, and conditions of this Purchase Agreement are within the authorized negotiating limits of the Executive Director's authority, until formal approval of this Purchase Agreement has been completed, Buyer shall not be legally liable for performance of this Purchase Agreement. Upon approval by the Redevelopment Agency Board of a resolution ratifying and approving this Purchase Agreement, Buyer Redevelopment Agency of the City of Rocklin shall be bound to all terms and conditions of this Purchase Agreement without further action or a requirement for additional signatures.

**AGREED AND ACCEPTED:**

REDEVELOPMENT AGENCY OF THE  
BUYER: **CITY OF ROCKLIN**

By: Carla A. Hunter

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

Date: August 3, 2007, 2007

**AGREED AND ACCEPTED:**

SELLER: **WMJ ENTERPRISES INC.**

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

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

Date: \_\_\_\_\_, 2007

Initials

Call

AGENCY RESOLUTION NO. 2010-390 RDA

RESOLUTION OF THE REDEVELOPMENT AGENCY  
OF THE CITY OF ROCKLIN APPROVING A  
BUILDING LEASE AGREEMENT WITH PLACER COUNTY  
FOR THE ROCKLIN LIBRARY  
(4890 Granite Drive, Rocklin, CA)

The Redevelopment Agency of the City of Rocklin (Agency) does resolve as follows:

Section 1. The Agency hereby approves the Building Lease Agreement between the Agency and Placer County for the property located at 4890 Granite Drive, Rocklin, CA. attached hereto as Exhibit A and incorporated herein by this reference, for use by Placer County as a Library.

Section 2. The Agency authorizes the Chairman to execute the lease on behalf of the Redevelopment Agency of the City of Rocklin.

Section 3. The Secretary of the Redevelopment Agency is authorized and directed to record the Memorandum of Lease in the Office of the Placer County Recorder when fully executed and notarized attached hereto as Exhibit B and incorporated herein by this reference.

PASSED AND ADOPTED this 27th day of April, 2010, by the following roll call vote:

|          |                 |                       |
|----------|-----------------|-----------------------|
| AYES:    | Agency Members: | Hill, Magnuson, Yuill |
| NOES:    | Agency Members: | None                  |
| ABSENT:  | Agency Members: | Lund, Storey          |
| ABSTAIN: | Agency Members: | None                  |



\_\_\_\_\_  
Scott Yuill, Chairman

ATTEST:



\_\_\_\_\_  
Barbara Ivanusich, Secretary

e:\clerk\reso\library lease agreement/mark riemer

EXHIBIT A

Lease No: 12866

Administering Agency: **County of Placer, Facility Services Department  
Property Management Division**

Lease Description: **Building Lease Agreement  
Rocklin Library  
4890 Granite Drive, Rocklin, CA**

This Lease Agreement is made and entered into as of April 27, 2010, by and between City of Rocklin Redevelopment Agency, (hereinafter, "LANDLORD") and the COUNTY OF PLACER, a political subdivision of the State of California, (hereinafter, "COUNTY"). LANDLORD and COUNTY are sometimes hereinafter each singularly referred to as a "PARTY" and collectively referred to as the "PARTIES."

RECITALS

WHEREAS, the current Rocklin Library property is located at 5460 Fifth Street, Rocklin CA on Parcels 1 and 2 (APN 010-040-019), Parcel A (APN 010-040-022), and Parcel B (APN 010-040-021), hereinafter the "Library Property."

WHEREAS, the COUNTY and the City of Rocklin are in negotiations to transfer COUNTY rights to the Library Property to the City of Rocklin.

WHEREAS, the PARTIES agree that the transfer of the COUNTY rights to the Library Property to the City of Rocklin shall be subject to LANDLORD entering into this Lease Agreement for the lease of a new library building and its associated appurtenances.

NOW THEREFORE, in consideration of the promises, terms, conditions, and covenants set forth below, the PARTIES hereby mutually agree as follows:

1. USE:

The LANDLORD hereby leases to COUNTY and COUNTY hereby hires from LANDLORD, for the purposes of delivering library services within the City of Rocklin, the Premises as described in Section 2 herein. Ancillary library services may also be provided in the Premises as long as they are secondary to the Premises' primary use as a library. No other use by the COUNTY shall be authorized without express agreement by LANDLORD. Notwithstanding Section 8 herein, COUNTY agrees to staff the library to ensure continued delivery of library services within the City of Rocklin.

2. PREMISES:

A. DESCRIPTION: The space leased to COUNTY, together with the appurtenant rights set forth in Sections 3 and 9, below, is described as those certain Premises located at 4890 Granite Drive (Placer County APN 045-101-060), in the City of Rocklin, Placer County, California, as shown on Exhibits A and B (hereinafter, "Premises"). The Premises is comprised of a sixteen thousand six hundred (16,600) square foot office building that will be converted by the COUNTY into a

public library, hereinafter the "Library Building," its appurtenant improvements includes but are not limited to its parking lot, driveways, sidewalks, and landscaping. The Existing Pond area, as depicted on Exhibit B, including a fountain and perimeter fencing, is expressly excluded from the Premises

- B. TENANT IMPROVEMENTS - INITIAL: The COUNTY shall perform all of the work and supply all the necessary materials and labor to prepare the Premises for COUNTY's occupancy and authorized Use. Such work includes preparation of plans and specifications, architectural, engineering and design services, acquisition of all permits, equipment, labor and materials associated with the construction of such tenant improvements (hereinafter "TI").

COUNTY's TI work shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code section 1720, as such laws may be amended or modified. COUNTY agrees that it will require its contractor to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.

- C. TENANT IMPROVEMENTS - FUTURE: Following completion of the TI and notification to LANDLORD by COUNTY, COUNTY may construct desired future tenant improvements at COUNTY's sole cost and expense (hereinafter "Future TI"). COUNTY's notification to LANDLORD shall include the project description and duration of intended construction project.

Should COUNTY elect to construct or have constructed such Future TI, all work shall be constructed in accordance with Section 11 herein and shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code section 1720, as such laws may be amended or modified. COUNTY agrees that it will require its contractor to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.

3. APPURTENANT RIGHTS:

The appurtenant rights referred to in this Lease Agreement are as follows:

- A. Ingress and Egress: COUNTY shall have full and unimpaired access to the Premises at all times except as provided in Section 9, below.
- B. Common Areas: There is no designated "common area" surrounding the Premises.

4. LEASE TERM EFFECTIVE DATE:

This Lease Agreement shall commence upon the COUNTY's execution of this Lease Agreement (the "Effective Date"); provided, however, that such commencement shall be for the purposes of design and construction of COUNTY's improvements as described in Section 2.B., herein. The initial term of this Lease Agreement shall begin on the first day immediately following the issuance of a

Certificate of Occupancy for the Library Building, constructed pursuant to Section 2.B., and shall expire on the last day of the tenth (10<sup>th</sup>) Lease Year (the "Initial Term"). For the purposes of this Lease Agreement, "Lease Year" means a period of twelve (12) consecutive calendar months beginning with the first day of the first calendar month immediately following the issuance of a Certificate of Occupancy.

5. OPTION TO EXTEND THE INITIAL TERM:

LANDLORD agrees that the COUNTY shall be given the option to extend the Initial Term for fifteen (15) successive terms of five (5) years each, the "Option Terms," which shall be automatically exercised unless COUNTY has notified LANDLORD in writing that COUNTY does not desire to continue its occupancy at least one hundred and eighty (180) days prior to the expiration of the Initial Term or Option Term(s) whichever is then in effect. In the event the County does not extend its occupancy, at the end of the then-current term, COUNTY shall surrender said Premises pursuant to Section 34.

6. RENT:

- A. The rent for the Term of this Lease Agreement shall be One and No/100 Dollars (\$1.00) per year (the "Rent"), with the entire Initial Term's Rent in the amount of ten and No/100 Dollars (\$10.00) due and payable prior to the commencement of the Term.
- B. The rent for the Option Term(s) of this Lease Agreement shall be One and No/100 Dollars (\$1.00) per year (the "Rent"), with the entire Option Term's Rent in the amount of Five and No/100 Dollars (\$5.00) due and payable prior to the commencement of the respective Option Term.
- C. Additional Rent: Any costs incurred or payments made by LANDLORD pursuant to ALTERATIONS AND FIXTURES (Section 11), and MAINTENANCE AND REPAIR (Section 12), that are considered COUNTY's responsibility shall be deemed "Additional Rent" for purposes of this Lease Agreement.

7. TAXES: ASSESSMENTS:

- A. Personal Property Taxes: During the Term and any exercised options hereof COUNTY shall pay prior to delinquency all taxes, if any, assessed against and levied upon fixtures, furnishings, equipment, and all other personal property of COUNTY contained in the Premises, and when possible COUNTY shall cause said fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of LANDLORD. LANDLORD shall be responsible for payment of all real property taxes.
- B. Substitute and Additional Taxes: COUNTY shall not be required to pay any income, estate or inheritance taxes levied or assessed by any federal, state or local authority upon the rent received by LANDLORD hereunder.

8. AVAILABILITY OF FUNDS:

COUNTY's ability to continue to administer the library services programs at the Premises is subject to the continued appropriation of local, State or Federal funding. COUNTY reserves the right to terminate this Lease Agreement upon One Hundred and Eighty (180) days' written notice under such circumstances or should the provision of library services significantly be altered so to significantly reduce the facility requirements.

9. PARKING AND COMMON FACILITIES:

LANDLORD covenants that the parking areas, of which the Premises are a part, shall be available for the use of COUNTY during the full Term of this Lease Agreement or any extension of the Term hereof, provided that the condemnation or taking by a public authority, or sale in lieu of condemnation, of any or all of such parking areas shall not constitute a violation of this covenant. Subject to advance notice to COUNTY and the creation of suitable alternate arrangements, LANDLORD reserves the right to make changes in the entrances, exits, traffic lanes, traffic flows and the boundaries and locations of such parking area or areas.

COUNTY, for the use and benefit of COUNTY, its agents, employees, customers, licensees and subtenants, shall have the right to use said parking areas during the entire term of this Lease Agreement or any extension thereof, for ingress and egress, roadway, sidewalk and automobile parking. The Parties agree that at least thirty four (34) parking spaces in the parking area shall be for the exclusive use of library patrons and that the remainder of the parking area shall be made available for public parking, subject to such reasonable rules and regulations that the County may adopt from time to time including, without limitation, the County's right to close the parking lot at such times as the Library building may be closed.

COUNTY, in the use of said parking areas, agrees to comply with such reasonable rules and regulations as the LANDLORD may adopt from time to time regarding maintenance and repair of said parking areas, including without limitation, temporary closure for maintenance and repair.

10. USES PROHIBITED:

COUNTY shall not use, or permit said Premises, or any part thereof, to be used for any purpose or purposes other than as set forth in Section 1 of this Lease Agreement. No use shall be made or permitted to be made of said Premises, nor acts done, which will increase the existing rate of insurance upon the Library Building in which said Premises may be located (once said rate is established), or cause a cancellation of any insurance policy covering said Library Building or any part thereof, nor shall COUNTY sell or permit to be kept, used or sold in or about said Premises any article which may be prohibited by standard form of fire insurance policies. COUNTY shall, at its sole cost, comply with any and all requirements pertaining to the use of said Premises including any applicable insurance company requirements necessary for the maintenance of reasonable fire and public liability insurance, covering said Premises and appurtenances.

11. ALTERATIONS AND FIXTURES:

Notwithstanding the initial TI's being performed to convert the Library Building for library use, COUNTY shall not make, or suffer to be made, any alterations of the Premises, or any part thereof, without the prior written notification to LANDLORD. Any additions to, or alterations of said Premises, except furnishings, personal property and trade fixtures, shall become at once a part of the realty and belong to LANDLORD without obligation to reimburse COUNTY for any costs and expenses incurred unless COUNTY has provided advance notice and provided the information as described in Section 12 and this Lease Agreement terminates prior to the depreciation of such alteration(s) or improvement(s). Any alterations shall be in conformance with the requirements of all municipal, state and federal authorities. If COUNTY undertakes any alterations, COUNTY shall notify LANDLORD thereof at least thirty (30) days prior to commencement so that LANDLORD can post and record appropriate notice(s) of non-responsibility.

12. MAINTENANCE AND REPAIR

COUNTY shall, subject to obligations hereinafter provided, during the Term and any exercised options, keep, maintain and repair the Library Building's interior and exterior in good and sanitary order and condition (except as hereinafter provided) including without limitation, the maintenance, repair and replacement of any doors, window casements, glazing, fire sprinkler/alarm system, heating and air conditioning system (including filter pads), fluorescent light ballasts, plumbing systems (including sump pump serving the Building, toilets, fixtures pipes, water lines, sewer lines), interior electrical wiring and conduits. COUNTY shall also maintain in good repair the exterior walls, doors, and roof. Such maintenance shall include expedient repairs or replacement of any parts or equipment that fail or malfunction.

LANDLORD shall, during the Term and any exercised options, maintain in good repair the Premises' sidewalks, pavement (including the parking lot, curbing, paving, and striping), and grounds, including landscaping and irrigation systems. LANDLORD shall also maintain in good repair those exterior areas outside the Premises that shall include but not be limited to sidewalks and the driveway serving the Premises, monument signage and the Existing Pond (as depicted on Exhibit B) along with its fountain and perimeter fencing. LANDLORD shall maintain the Existing Pond perimeter fencing to prevent entry of all persons into the Existing Pond area, whether through, around, or under the fencing. Should LANDLORD fail to perform any such maintenance following written notice from COUNTY, COUNTY shall have the right to perform such maintenance and charge the reasonable and documented costs therefore to LANDLORD.

Following COUNTY's initial TI's, should maintenance, replacement and/or repair be required wherein an improvement or equipment can be depreciated pursuant to Internal Revenue Service guidelines, then prior to proceeding with such maintenance, replacement, or repair COUNTY shall notify LANDLORD of such maintenance, replacement, or repair and provide a description of the maintenance/replacement/repair item(s) that includes the estimated cost, duration of intended construction, and lifecycle of said improvement/equipment. If such maintenance, replacement, and/or repair were of an emergency nature, then the notification to LANDLORD shall be provided within

thirty (30) days of completion of the particular maintenance, replacement, and/or repair. Upon expiration or sooner termination of this Lease Agreement, LANDLORD and COUNTY agree to negotiate in good faith to determine the depreciated and un-depreciated costs to be allocated to LANDLORD and COUNTY for any improvement and/or equipment installed by COUNTY that has a determinable useful life. Such items shall include machinery (mechanical systems including elevator, heating, ventilation and air conditioning, electrical, and plumbing) and equipment or improvements (roof replacement or structural repair) with a determinable useful life. The PARTIES agree to use a Modified Accelerated Cost Recovery System (MACRS), or such other equivalent system as may be commercially customary at the time of negotiation. In the event the PARTIES are unable to agree on a cost allocation for the subject depreciated and un-depreciated costs, the parties agree to submit the matter to non-binding arbitration in accordance with then-commercially customary rules.

COUNTY shall be liable for damage to the Premises and interior referred to above resulting from the acts or omissions of COUNTY, their authorized representatives, employees or invitees as a result of COUNTY's uses or activities. COUNTY shall also at its sole cost and expense be responsible for any alterations or improvements to the Building necessitated as a result of the requirement of any municipal, state, or federal authority when such alterations or improvements are a direct result of the conduct of the COUNTY's library use within the Premises. Excepting any unconstructed Tenant Improvements, by entering into the Premises, COUNTY shall be deemed to have accepted the Premises as being in good and sanitary order, condition and repair, and COUNTY agrees on the last day of said term or sooner termination of this Lease Agreement to surrender the Premises subject to Section 34, Surrender.

If COUNTY and LANDLORD so desire to have LANDLORD perform maintenance and repair for which COUNTY is deemed responsible pursuant to this Section, COUNTY may submit to LANDLORD a service request in writing describing the scope of services required. LANDLORD shall have the option to deny said request or provide an estimate of costs to COUNTY. LANDLORD shall not proceed with any work until such time that the COUNTY has authorized said maintenance as evidenced by a signature of an authorized representative of the COUNTY. As required by COUNTY, LANDLORD shall ensure that all construction work be completed at Prevailing Wage rates as determined under California Law. Following completion and acceptance of the work by COUNTY, LANDLORD shall then bill COUNTY as Additional Rent for the agreed upon costs which shall be limited to labor, parts and agreed upon administrative charges, associated with the requested maintenance.

13. COMPLIANCE WITH LAWS:

LANDLORD and COUNTY shall each do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to their respective maintenance and/or improvement obligations as set forth herein. Any cost associated with compliance shall be paid by the LANDLORD unless such costs are directly related to a compliance action taken by COUNTY regarding its particular use of the Premises.

The PARTIES acknowledge that the initial TIs performed by COUNTY to convert the Premises for library use include outdoor parking lot, sidewalk and entrance accessibility modifications in compliance with the Americans with Disabilities Act (ADA) current regulations. Following COUNTY's performance of such modifications, any claim or issue identified on or about the outdoor areas of the Premises (parking lot, sidewalks, entrance, signs, lighting, etc.) shall become LANDLORD's responsibility to address and/or resolve at LANDLORD's sole cost and expense. The COUNTY agrees to be responsible for ADA requirements of the Library Building (entrance doors, interior improvements).

COUNTY shall not commit, or suffer to be committed, any waste upon the Premises, or any nuisance.

14. INSURANCE:

LANDLORD acknowledges that COUNTY is a self-insured public entity. PARTIES agree that COUNTY may satisfy its insurance requirements through a program of self-insurance. LANDLORD shall not be obligated to maintain any insurance for improvements installed by and which are the property of the COUNTY. COUNTY agrees to maintain and keep in effect for the term of this Lease Agreement Property Insurance minimum coverage in the amount of Two Million Dollars (\$2,000,000.00) and General Liability Excess Insurance Coverage in the amount of Fifteen Million Dollars (\$15,000,000.00). COUNTY shall provide to LANDLORD concurrently herewith a Certificate of Insurance showing the minimum coverage amounts. COUNTY agrees to add LANDLORD to the Property and Liability policies as an additional insured for the tenant improvements and betterments.

In the event COUNTY discontinues its policy of self-insurance, COUNTY agrees to procure and continue in force and effect adequate insurance coverage for bodily injury and property damage liability and fire and extended coverage for vandalism and malicious mischief for the COUNTY's fixtures, furniture and improvements.

LANDLORD agrees to maintain and continue in full force and effect at all times during the term of this Agreement comprehensive general liability insurance coverage in the amount of five million dollars for the entire Library Building and/or facility which includes the Premises and areas serving the Premises. LANDLORD shall maintain fire and extended coverage insurance throughout the Term of this Lease Agreement and any exercised option to extend the Term in an amount equal to at least ninety percent (90%) of the replacement value of the Library Building which includes the Premises, together with such other insurance as may be required by LANDLORD's lender or by any governmental agency.

15. INDEMNIFICATION AND HOLD HARMLESS:

COUNTY shall indemnify and hold LANDLORD harmless from and defend LANDLORD against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on or about the Library Building and/or the Premises when such injury death or damage is caused in part or in whole by the act, neglect, fault or

omission of any duty with respect to the same by COUNTY, its agents, contractors, employees or invitees.

COUNTY shall further indemnify and hold LANDLORD harmless from and against any and all claims arising from any act or negligence of COUNTY, or any of its agents, contractors, employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. COUNTY shall be required to provide notice to the LANDLORD within thirty (30) working days of the date when COUNTY is made aware of the occurrence of any such claim.

In case any action or proceeding is brought against LANDLORD by reason of any such claim, COUNTY, upon notice from LANDLORD, shall defend the same at COUNTY's expense provided; however, that COUNTY shall not be liable for, and LANDLORD shall indemnify, defend, and hold COUNTY harmless from, damage or injury occasioned by the negligence or intentional acts of LANDLORD and/or its designated agents or employees. LANDLORD shall be required to provide notice to the COUNTY within thirty (30) working days of the date when LANDLORD is made aware of the occurrence of any such claim.

16. FREE FROM LIENS:

COUNTY shall keep the Premises, and the property in which the Premises are situated, free from any liens arising out of any work performed, material furnished, or obligation incurred by COUNTY.

17. ABANDONMENT:

If COUNTY should abandon, vacate, or surrender the Premises or be dispossessed by process of law, or otherwise, any personal property belonging to COUNTY and left on the Premises shall be deemed to be abandoned, at the option of LANDLORD.

18. SIGNS AND AUCTIONS:

COUNTY shall not place, or permit to be placed, any sign upon the exterior or in the windows of the Premises without advance notification to LANDLORD.

COUNTY shall not, without LANDLORD's prior written consent, display or sell merchandise outside the defined exterior walls and permanent doorways of the Premises. COUNTY shall not, without LANDLORD's prior written consent, conduct, or permit to be conducted, any sale by auction in, upon, or from the Premises, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other solvency proceedings.

COUNTY shall have the right, at COUNTY's sole expense, to install and maintain a monument sign at the location identified as "Monument Sign" on attached Exhibit B.

19. UTILITIES AND OTHER CHARGES:

COUNTY shall pay all charges for electricity, gas, telephone, trash, custodial services and other services associated with the Premises during the term of this Lease Agreement and any exercised options thereof. LANDLORD shall pay all charges for maintenance and repairs associated with the parking lot and grounds (including landscaping, fencing, sidewalks, and driveways) and all costs associated with taxes, general and special assessments, and LANDLORD's insurance on the Premises.

COUNTY shall be responsible for and pay prior to delinquency, all telephone and other service charges, including materials supplied, provided or used by COUNTY in reference to the Premises during the term of this Lease Agreement and any exercised options.

CITY shall be responsible for all charges for water and sewer associated with the Premises.

20. ENTRY AND INSPECTION:

COUNTY shall permit LANDLORD and its agents, to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the parking lot and grounds on which said Premises are situated or for the purpose of making repairs and alterations to the Premises, including the erection and maintenance of such scaffolding, canopy, fences and props as may be required or for the purpose of posting notices of non-liability for alterations, additions or repairs or for the purpose of placing upon the property in which the Premises are located any usual or ordinary signs. LANDLORD shall be permitted to do any of the above without any rebate of rent and without any liability to COUNTY for any loss of occupation or quiet enjoyment of the Premises thereby occasioned, except for any failure to exercise due care for COUNTY's property.

21. COUNTY'S RIGHT TO PERFORM LANDLORD'S OBLIGATIONS:

If LANDLORD fails to make any payment required of it hereunder, or defaults in the performance of any other promise, term, covenant, or condition required of it under this Lease Agreement, COUNTY may, at its sole option, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default, for the account of and at the expense of LANDLORD. COUNTY may do so immediately and without notice to LANDLORD in the case of an emergency or in any other case if LANDLORD fails to make such payment or remedy such default with all reasonable dispatch after COUNTY has notified LANDLORD in writing of the same.

In the event of any such payment or remedy by COUNTY, COUNTY shall be reimbursed such payment or remedy.

22. DAMAGE AND DESTRUCTION OF PREMISES:

In the event of any damage or destruction to the Library Building, or any portion of the Building, including but not limited to the Premises, at any time during the Initial Term or

extension thereof, LANDLORD will promptly repair, replace, restore, and renew the good condition, order, and repair of the Library Building. LANDLORD or COUNTY may, in writing delivered to the other party within thirty (30) days after the damage or destruction, terminate the Lease Agreement as of the date of the damage or destruction if the repair, replacement, restoration, or renewal would likely require more than three (3) months to complete or if the damage or destruction occurs within the final six (6) months of the Term or any extension thereof. In such event, LANDLORD agrees to assist COUNTY in securing a site for library services both on an interim and permanent basis and agrees to reimburse COUNTY at the rate set forth in Section 35 herein.

23. ASSIGNMENT AND SUBLETTING:

COUNTY shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease Agreement or any interest therein, and shall not sublet the Premises or any part thereof, without the prior written consent of LANDLORD which shall not be unreasonably withheld. Any attempt to do so without such consent being first had and obtained, may at the discretion of LANDLORD, be considered void and constitute a breach of this Lease Agreement.

In the event of an assignment of this Lease Agreement, which is approved by LANDLORD, whereby such successor in interest agrees to be bound by all the terms, covenants and conditions of the Lease Agreement, COUNTY shall be relieved from all obligations and liabilities occurring thereafter on the part of the new tenant.

24. DEFAULT BY COUNTY:

A. The occurrence of any of the following shall constitute a material default and breach of this Lease Agreement by COUNTY:

1. Any failure by COUNTY to pay the rent or any other monetary sums required to be paid hereunder when after written notice from LANDLORD such failure continues for thirty (30) days after such payment is due and payable;
2. The abandonment or vacating of the Premises by COUNTY;
3. A failure by COUNTY to observe and perform any other material provisions of this Lease Agreement to be observed or performed by COUNTY, where such failure continues for thirty (30) days after written notice thereof by LANDLORD to COUNTY; provided, however, that if the nature of the default is such that the default cannot reasonably be cured within said thirty (30) day period, COUNTY shall not be deemed to be in default if COUNTY shall within such period commence such cure and thereafter diligently prosecute the same to completion which completion shall be not more than ninety (90) days after such written notice.

B. In the event of any such material default or breach by COUNTY, LANDLORD shall, thereafter without limiting LANDLORD in the exercise of any right or remedy at law or in equity which LANDLORD may have by reasons of such

default or breach, have the right, at LANDLORD's option, without further notice or demand of any kind to do the following:

1. Maintain this Lease Agreement in full force and effect and recover the rent and other monetary charges as they become due, without terminating COUNTY's right to possession irrespective of whether COUNTY shall have abandoned the Premises; or

2. Continue this Lease Agreement in effect, re-enter and occupy the Premises for the account of COUNTY, and collect any unpaid rent or other charges which have or thereafter become due and payable; or

3. Maintain or continue this Lease Agreement as provided in Section 24 (B)(1) or 24 (B)(2) above, and thereafter elect to terminate this Lease Agreement and COUNTY's right to possession of the Premises as provided in this Section 24 (B)(4) below; or

4. Terminate COUNTY's right to possession by any lawful means, in which case this Lease Agreement shall terminate and COUNTY shall immediately surrender possession of the Premises to LANDLORD. In such event LANDLORD shall be entitled to recovery of damages which may be assessed by a court of competent jurisdiction and which have been incurred by LANDLORD by reason of COUNTY's default.

C. In the event of abandonment and without waiving any rights, LANDLORD shall attempt in good faith and as quickly as possible to locate another tenant for the Premises in order to mitigate any rent loss caused by such abandonment by COUNTY.

25. DEFAULT BY LANDLORD:

LANDLORD shall be in default if LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but in no event later than fifteen (15) days after written notice by COUNTY to LANDLORD and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to COUNTY in writing, specifying wherein LANDLORD has failed to perform such obligations, provided, however, that if the nature of LANDLORD's obligation is such that more than fifteen (15) days are required for performance, then LANDLORD shall not be in default if LANDLORD commences performance within such fifteen (15)-day period and thereafter diligently prosecutes the same to completion which completion shall be not more than thirty (30) days after such written notice.

In the event of any such default or breach by LANDLORD, COUNTY may, without limiting COUNTY in the exercise of any right or remedy at law or in equity which COUNTY may have by reasons of such default or breach, perform work as would have been done by LANDLORD, applying the cost for such work as an offset to the next scheduled Rent payment along with adequate evidence of costs incurred.

26. SURRENDER OF LEASE AGREEMENT:

The voluntary, or other, surrender of this Lease Agreement by COUNTY or a mutual cancellation thereof, shall not work as a merger and shall, at the option of LANDLORD, terminate all of any existing subleases or subtenancies or may, at the option of LANDLORD, operate as an assignment to it of any or all of such subleases or subtenancies.

27. TRANSFER OF LANDLORD'S INTEREST:

In the event of a sale or conveyance by LANDLORD of LANDLORD's interest in the Premises or Building other than a transfer for security purposes only, LANDLORD shall be relieved from and after the date specified in any such notice of transfer of all obligations and liabilities accruing thereafter on the part of the new landlord. LANDLORD agrees that any funds in the hands of LANDLORD at the time of transfer in which COUNTY has an interest, shall be delivered to the successor of LANDLORD. In order for future rent payments to be properly redirected to a successor-in-interest of LANDLORD, LANDLORD agrees to ensure that any such successor-in-interest must properly execute and deliver to COUNTY a "Hold Harmless and Indemnification Agreement" satisfactory in form and content to the COUNTY. In the event the LANDLORD fails to have said successor-in-interest execute a "Hold Harmless and Indemnification Agreement" and/or the LANDLORD fails to notify the COUNTY of the name and address of the new owner(s), COUNTY shall not be held liable for any late rent charges incurred during and up to the date that COUNTY receives proper notification of this information pursuant to Section 31.

28. LEGAL JURISDICTION:

The PARTIES hereto acknowledge that this Lease Agreement has been negotiated and entered into in the State of California. The PARTIES hereto expressly agree that this Lease Agreement shall be governed by, interpreted under and construed and enforced in accordance with laws of the State of California. Venue for any legal proceedings shall be Placer County or Sacramento County, California.

29. HOLDING OVER:

Any holding over after the expiration of the Term of this Lease Agreement, or any option terms, shall be construed to be a tenancy from month-to-month, cancelable upon thirty (30) days' written notice, and at a rental and upon terms and conditions, as existed at the time of such expiration.

30. SUCCESSORS IN INTEREST:

The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto. All of the parties hereto shall be jointly and severally liable thereunder.

31. NOTICES

A. "Notice" means any notice, demand, request or other communication or document to be provided under this LEASE to a PARTY to this LEASE.

- B. The Notice shall be in writing and shall be given to the PARTY at its address or facsimile number set forth below, or such other address or facsimile number as the PARTY may later specify for that purpose by Notice to the other PARTY. Each Notice shall, for all purposes, be deemed given and received:
1. If given by facsimile, when the facsimile is transmitted to the PARTY's facsimile number specified below and confirmation of complete receipt is received by the transmitting PARTY during normal business hours or on the next business day if not confirmed during normal business hours;
  2. If hand-delivered to a PARTY against receipted copy, when the copy of Notice is receipted;
  3. If given by a nationally-recognized and reputable overnight delivery service, the day on which the Notice is actually received by the PARTY; or;
  4. If given by any other means, or if given by certified mail, return receipt requested, postage prepaid, two business days after it is posted with the United States Postal Service, at the address of the PARTY specified below:

If to COUNTY:

Placer County, Facility Services Department  
Attention: Property Manager  
Physical Address: 2855 Second Street  
Mailing Address: 11476 C Avenue  
Auburn, CA 95603  
Telephone: (530) 886-4900  
Fax: (530) 889-6857

If to LANDLORD:

City of Rocklin Redevelopment Agency  
3970 Rocklin Road  
Rocklin, CA 95677  
Telephone: (916) 625-5000  
Fax: (916) 625-5095

- C. If any Notice is sent by facsimile, the transmitting PARTY as a courtesy may send a duplicate copy of the Notice to the other PARTY by regular mail. In all events, however, any Notice sent by facsimile transmission shall govern all matters dealing with delivery of the Notice, including the date on which the Notice is deemed to have been received by the other PARTY.
- D. The provisions above governing the date on which a Notice is deemed to have been received by a PARTY to this LEASE shall mean and refer to the date on which a PARTY to this LEASE, and not its counsel or other recipient, to which a copy of the Notice may be sent, is deemed to have received the Notice.

E. If Notice is tendered under the provisions of this LEASE and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this LEASE. The contrary notwithstanding, any Notice given to either PARTY in a manner other than that provided in this LEASE that is actually received by the noticed PARTY, shall be effective with respect to such PARTY on receipt of the Notice.

32. OWNERSHIP OF IMPROVEMENTS

Title to all Improvements and alterations to the Premises made by COUNTY shall at all times during the term hereof remain in COUNTY. Upon expiration or sooner termination of this Lease Agreement, title to all such improvements and alterations, with the exception of COUNTY's trade fixtures and personal property, shall vest in the LANDLORD. COUNTY agrees at the expiration or sooner termination of this Lease Agreement to leave the PREMISES in a clean and secure condition.

33. TITLE TO THE PREMISES

Title to the Premises is and shall remain vested in LANDLORD.

34. SURRENDER

Upon expiration or early termination of this Lease Agreement, pursuant to Sections 4, 5, 8, 22 or 24, LANDLORD shall schedule with COUNTY a walk-through inspection of the Premises. Prior to the walk-through inspection, COUNTY shall have removed all of its personal property and trade fixtures and shall be prepared to surrender the Premises in satisfactory condition as determined solely by LANDLORD, reasonable wear and tear excepted.

35. FUTURE LIBRARY AND LANDLORD'S CONTRIBUTION TO COSTS:

The PARTIES acknowledge that during the Term of this Lease Agreement that the PARTIES may agree to relocate library services from the Premises to a new location in the City of Rocklin. In such event, the PARTIES agree to cooperatively establish terms for termination and vacation of the Premises in recognition of the mutual benefit of such a future library. In the event that a future library is constructed in the City of Rocklin, the LANDLORD agrees to contribute a minimum of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) towards the costs for such future library. The PARTIES agree to meet and confer at the time of relocation to determine the amount, if any, of any additional LANDLORD contribution.

36. FORCE MAJEURE:

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing contained in this Section shall excuse COUNTY from the prompt payment of any rental or other charge required of COUNTY hereunder, except as may be expressly provided elsewhere in this Lease Agreement.

37. PARTIAL INVALIDITY:

If any term, covenant, condition or provision of this Lease Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereof.

38. MARGINAL CAPTIONS:

The various headings and numbers herein and the grouping of the provisions of this Lease Agreement into separate sections, are for the purpose of convenience only and shall not be considered a part thereof.

39. TIME:

Time is of the essence of this Lease Agreement.

40. SUBORDINATION:

This Lease Agreement, at LANDLORD's option, shall be subject and subordinate to all ground or underlying leases which now exist or may hereafter be executed affecting the Premises or the land upon which the Premises are situated or both, and to the lien of any mortgages or deeds of trust in any amount or amounts whatsoever now or hereafter placed on or against the land or improvements or either thereof, of which the Premises are a part, or on or against LANDLORD's interest or estate therein, or on or against any ground or underlying lease without the necessity of the execution and delivery of any further instruments on the part of COUNTY to effectuate such subordination.

41. ATTORNMENT:

In the event any proceedings are brought for default upon any ground lease or any underlying lease or in the event of foreclosure or the exercise of the power of sale under any mortgage or deed of trust made by the LANDLORD covering the Building or the Premises, the COUNTY shall attorn to the purchaser, transferee or subsequent landlord as the case may be, upon any such foreclosure or sale and recognize that party as the LANDLORD under this Lease Agreement, provided such party acquires and accepts the Premises subject to the terms, conditions and covenants of this Lease Agreement.

42. ESTOPPEL:

Not Applicable

43. QUIET ENJOYMENT:

So long as COUNTY pays the rent, and performs all of its obligations in this Lease Agreement, COUNTY's possession of the Premises will not be disturbed by LANDLORD, or anyone claiming by, through, or under LANDLORD.

44. CONDEMNATION:

In the event of a condemnation or a transfer-in-lieu thereof, any part or all of the Premises is taken, LANDLORD or COUNTY may, upon written notice given within thirty (30) days after such taking or transfer-in-lieu thereof, terminate this Lease Agreement. All consideration, compensation, damages, income, rent, awards, relocation expenses and interest that may be paid or made in connection with any taking will be divided between the parties as their respective interests may appear as determined by the condemning authority.

45. ENTIRE AGREEMENT:

This Lease Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Lease Agreement among the parties hereto concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Lease Agreement.

46. COUNTERPARTS:

This Lease Agreement may be executed in various counterparts with the same validity as if all parties had signed one document.

47. SIGNATURE AUTHORITY:

The person(s) signing this Agreement on behalf of the LANDLORD each warrants and represents that he or she has the authority to execute this Agreement on behalf of LANDLORD and to bind the legal owner of the Premises to the terms and conditions stated herein.

48. CONSTRUCTION AND INTERPRETATION:

It is agreed and acknowledged by the PARTIES that the provisions of this Agreement have been arrived at through negotiation, and that each of the PARTIES has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not apply in construing or interpreting this Agreement.

**THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties have duly executed this Lease Agreement, together with the herein-referred-to Exhibits, which are attached hereto, which agreement will be in effect on the day and year first above written.

**LANDLORD: CITY OF ROCKLIN REDEVELOPMENT AGENCY**

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

Date: 4/27/10

**APPROVED AS TO FORM: AGENCY COUNSEL**

By:   
\_\_\_\_\_  
AGENCY COUNSEL

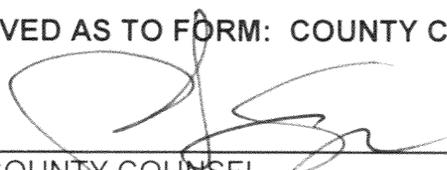
Date: 4/27/2010

**COUNTY: COUNTY OF PLACER**

By:   
\_\_\_\_\_  
Chairman, Placer County Board of Supervisors

Date: 4/27/10

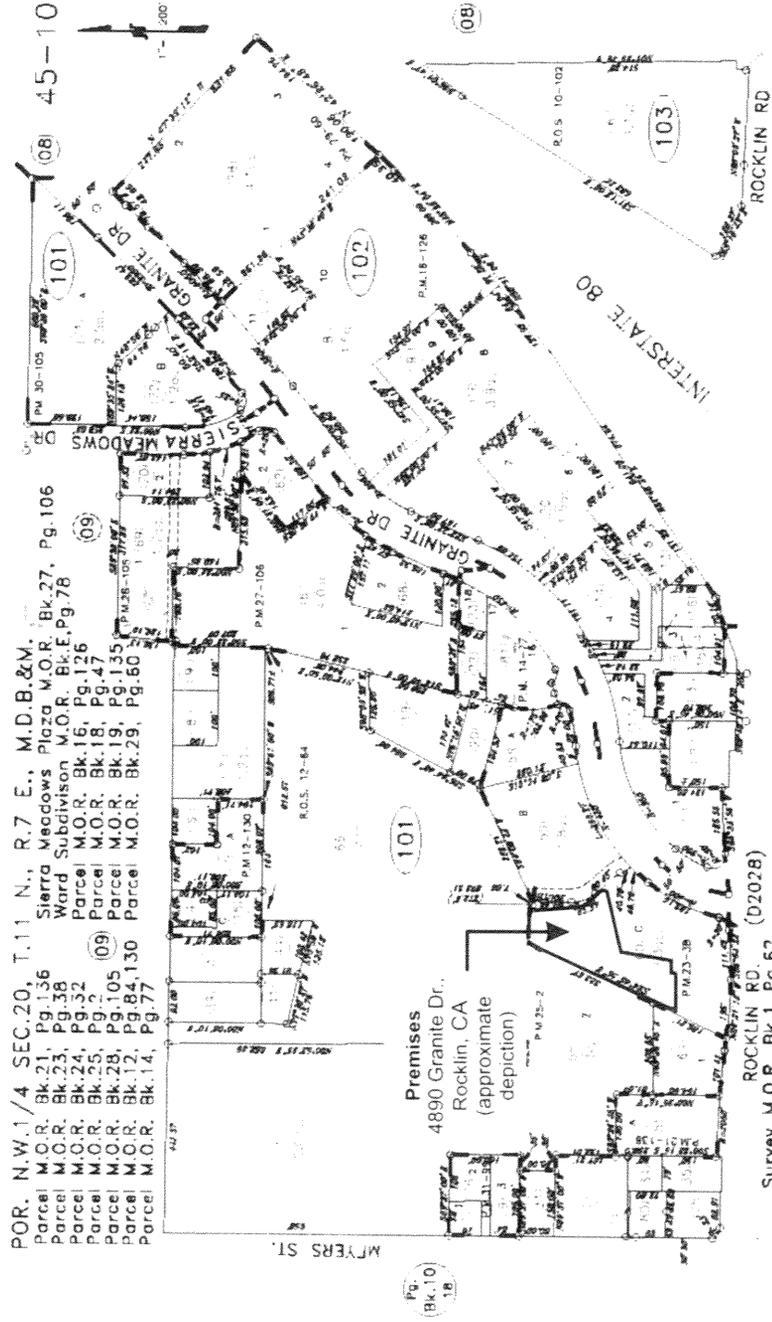
**APPROVED AS TO FORM: COUNTY COUNSEL**

By:   
\_\_\_\_\_  
COUNTY COUNSEL

Date: 4/27/10

Attachment: Exhibit A - VICINITY MAP  
Exhibit B - PREMISES

ROCKLIN LIBRARY  
 4890 GRANITE DRIVE, ROCKLIN CA  
 VICINITY MAP



POR. N.W.1/4 SEC.20, T.11 N., R.7 E., M.D.B.&M.  
 Parcel M.O.R. Bk.21, Pg.136  
 Parcel M.O.R. Bk.23, Pg.38  
 Parcel M.O.R. Bk.24, Pg.32  
 Parcel M.O.R. Bk.25, Pg.2  
 Parcel M.O.R. Bk.29, Pg.105  
 Parcel M.O.R. Bk.12, Pg.84,130  
 Parcel M.O.R. Bk.14, Pg.77  
 Parcel M.O.R. Bk.15, Pg.126  
 Parcel M.O.R. Bk.18, Pg.47  
 Parcel M.O.R. Bk.19, Pg.135  
 Parcel M.O.R. Bk.29, Pg.50  
 Sierra Meadows Plaza M.O.R. Bk.27, Pg.106  
 Ward Subdivision M.O.R. Bk.E, Pg.78

Premises  
 4890 Granite Dr.,  
 Rocklin, CA  
 (approximate  
 depiction)

ROCKLIN RD. (D2028)  
 Survey M.O.R. Bk.1 Pg.62  
 Survey M.O.R. Bk.10 Pg.20, 102  
 Survey M.O.R. Bk.12 Pg.64  
 Parcel M.O.R. Bk.30, Pg.105  
 Parcel M.O.R. Bk.31, Pg.99 No.DL2002-08  
 Survey M.O.R. Bk. 18, Pg. 114, No.2661

Assessor's Map Bk.45 Pg.10  
 County of Placer, Calif.  
 NOTE:  
 Assessor's Block Numbers Shown in Ellipse  
 Assessor's Parcel Numbers Shown in Circles

NOTE:  
 This map was prepared for assessment purposes only and is not intended to establish legal title or establish precedence over local ordinances. Official information concerning title or use of any parcel should be obtained from recorded documents and local governing agencies.

Scale 1" = 200'  
 0 20 40 60 80 100  
 Feet



EXHIBIT B



PLACER, County Recorder

JIM MCCAULEY

DOC- 2010-0034158-00

Thursday, MAY 06, 2010 15:13:36

NOC \$0.00::

Ttl Pd \$0.00

Rcpt # 0002050279

ST1/GV/1-10

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Placer County, Facility Services  
Department  
Attention: Property Manager  
11476 C Avenue  
Auburn, CA 95603

(Space Above for Recorder's Use Only)

**MEMORANDUM OF LEASE**

APN: 045-101-060

**THIS MEMORANDUM OF LEASE** ("Memorandum") is made and entered into as of 2/27/11 27, 2010, by and between the City of Rocklin Redevelopment Agency, (hereinafter, "LANDLORD") and the COUNTY OF PLACER, a political subdivision of the State of California, (hereinafter, "TENANT").

(1) **PREMISES.** For the initial term and any extended term, and upon the provisions set forth in that certain written lease of even date herewith between Landlord and Tenant (the "Lease"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord has leased to Tenant, and Tenant has leased from Landlord, that certain real property (the "Premises") located in the City of Rocklin, Placer County, California, which Premises are a portion of the real property described on Exhibit "A" and which Premises are depicted on Exhibit "B", each attached hereto.

(2) **TERM.** Reference is particularly made to Sections 4 and 5 of the Lease wherein Tenant is granted a ten (10) year initial term and fifteen (15) successive five (5) year options to extend the initial term on the terms and conditions set forth therein.

(3) **USE.** Reference is particularly made to Section 1 of the Lease wherein Tenant is granted the right to use the Premises for the purposes of delivering library services within the City of Rocklin.

(4) **PURPOSE OF MEMORANDUM OF LEASE.** This Memorandum is prepared for the purpose of recording and in no way modifies the express provisions of the Lease.

IN WITNESS WHEREOF this Memorandum of Lease has been executed as of the date first written above.

**SIGNATURES ON FOLLOWING PAGE**

LANDLORD: CITY OF ROCKLIN REDEVELOPMENT AGENCY

By: Carlos A. Gutierrez Date: 4/28/2010

Print Name and Title: Carlos A. Gutierrez, City Manager

APPROVED AS TO FORM: AGENCY COUNSEL

By: Russell [Signature] Date: 4/27/10

AGENCY COUNSEL

TENANT: COUNTY OF PLACER

By: [Signature] Date: 4-27-10

Print Name and Title: James Durfee Director

APPROVED AS TO FORM: COUNTY COUNSEL

By: [Signature] Date: 4/27/10

COUNTY COUNSEL

NOTARIAL ACKNOWLEDGEMENTS ON FOLLOWING PAGES

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer }

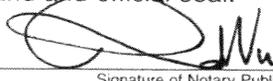
On April 28, 2010 before me, Rhona Wu, Notary Public  
Date Here Insert Name and Title of the Officer

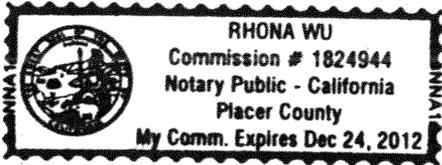
personally appeared Carlos A. Urutia  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature   
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: Memorandum of Lease

Document Date: April 27, 2010 Number of Pages: 8

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

### Capacity(ies) Claimed by Signer(s)

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

# **CERTIFICATE OF ILLEGIBILITY**

Government Code 27361.7

I certify under penalty of perjury under the laws of the State of California that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: **Rhona Wu**  
Date Commission Expires: **December 24, 2012**  
Commission Number: **1824944**  
County of Commission: **Placer**  
State of Commission: **California**  
Manufacturer Number: **NNA1**

Place of Execution: Rocklin, California

Signature:  Date: 4-28-10

**ACKNOWLEDGMENT**

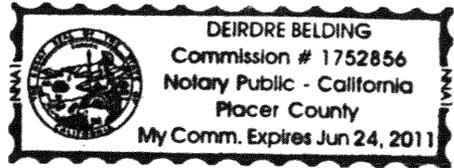
State of California  
County of Placer )

On 4/27/10 before me, Deirdre Belding, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Deirdre Belding (Seal)

## CERTIFICATE OF ILLEGIBILITY

Government Code 27361.7

I certify under penalty of perjury under the laws of the State of California that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: DEIRDRE BELDING

Date Commission Expires: JUNE 24, 2011

Commission Number: 1752856

County of Commission: PLACER

State of Commission: CALIFORNIA

Manufacturer ID Number: NNA1

Place of Execution: Auburn, Ca

Signature: Deirdre Belding Date: 4-27-10

Firm Name: \_\_\_\_\_

**Exhibit A**  
**Legal Description**

THE LAND REFERRED TO HEREIN BELOW IS SITUTATED IN THE CITY OF ROCKLIN, COUNTYOF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL "C" OF PARCEL MAP NO. DL 85-05 FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, CALIFORNIA ON APRIL 21, 1987 IN BOOK 23 OF PARCEL MAPS, AT PAGE 38.



RESOLUTION NO. 2011-414 RDA

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE A LOAN AGREEMENT AND PROMISSORY NOTE BETWEEN THE CITY OF ROCKLIN AND THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN FOR THE PURCHASE OF THE GRANITE DRIVE LIBRARY BUILDING

WHEREAS, the Redevelopment Agency of the City of Rocklin (the "Agency") is a redevelopment agency organized and existing under the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq., the "CRL"), and is vested with the responsibility for implementing the Amended and Restated Redevelopment Plan (the "Redevelopment Plan") for the Rocklin Redevelopment Project, and for carrying out redevelopment activities which benefit the Rocklin Redevelopment Project Area (as described in Section 300 of the Redevelopment Plan); and

WHEREAS, the Agency has purchased a building at 4890 Granite Drive for the purpose of housing the Rocklin Branch of the Placer County Library (the "Library Building"); and

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Rocklin as follows:

Section 1. The Redevelopment Agency of the City of Rocklin hereby approves and authorizes the Interim Executive Director to execute a Loan Agreement and Promissory Note with the City of Rocklin in the form attached hereto as Exhibits A and B respectively, incorporated herein by this reference.

PASSED AND ADOPTED this 25th day of January, 2011, by the following roll call vote:

|          |                 |                                       |
|----------|-----------------|---------------------------------------|
| AYES:    | Agency Members: | Storey, Ruslin, Hill, Yuill, Magnuson |
| NOES:    | Agency Members: | None                                  |
| ABSENT:  | Agency Members: | None                                  |
| ABSTAIN: | Agency Members: | None                                  |



George Magnuson, Agency Chair

ATTEST:

  
Barbara Ivanusich, Agency Secretary

**CITY OF ROCKLIN  
REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN  
LIBRARY FUNDING LOAN AGREEMENT  
4890 GRANITE DRIVE, ROCKLIN, CA**

This Library Funding Loan Agreement (the "Agreement") is entered into by and between the City of Rocklin, a California municipal corporation ("City") and the Redevelopment Agency of the City of Rocklin, a California public corporation ("Agency").

**RECITALS**

- A. The Redevelopment Agency of the City of Rocklin (the "Agency") is a redevelopment agency organized and existing under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*, the "CRL"), and is vested with the responsibility for implementing the Amended and Restated Redevelopment Plan (the "Redevelopment Plan") for the Rocklin Redevelopment Project, and for carrying out redevelopment activities which benefit the Rocklin Redevelopment Project Area (as described in Section 300 of the Redevelopment Plan).
- B. The Agency has purchased a building at 4890 Granite Drive for the purpose of housing the Rocklin Branch of the Placer County Library (the "Library Building") which is located within the boundaries of the Rocklin Redevelopment Project Area.
- C. The Library Building is a Public Project duly authorized by the Redevelopment Plan.
- D. As an approved Public Project under the Redevelopment Plan, Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 *et seq.*) authorizes the Agency to use tax increment financing to pay for some or all of the costs of the Library Building.
- E. On August 14, 2007, the Redevelopment Agency by adoption of Agency Resolution 2007-327 RDA, authorized the Executive Director to negotiate the purchase of the building at 4890 Granite Drive for the new Rocklin Branch Placer County library.
- F. Funding for the acquisition was proposed to come from Redevelopment tax increment reserves and a loan from the City to be paid back in four years at a to be agreed upon rate of interest. The final loan amount from the City for the purchase was \$1,708,707.75 with a simple interest rate of 3%.

- G. One payment to the City was made on June 30, 2010, for \$300,000. The current loan balance is \$1,408,707.75. The current economic environment has resulted in lower tax increment revenues available to meet the original four year loan timeline.

## **AGREEMENT**

In furtherance of the goals of the Redevelopment Plan for the Rocklin Redevelopment Project and the successful acquisition of the Library Building, the City and Agency hereby agree as follows:

### **1. Definitions.**

For purposes of this Agreement, unless otherwise defined in this Agreement, the following terms shall have the following meanings:

**“Agency”** means the Redevelopment Agency of the City of Rocklin.

**“City”** means the City of Rocklin, California.

**“Council”** means City Council of the City of Rocklin.

**“CRL”** means Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 *et seq.*)

**“Fiscal Year”** means the period starting July 1 and ending on the following June 30.

**“Parcel”** means any County Assessor’s Parcel in the Rocklin Redevelopment Plan Project Area based on the equalized tax rolls of the County.

**“Pass-Through Agreement”** means that certain agreement entitled "Agreement between the Redevelopment Agency of the City of Rocklin and the County of Placer pursuant to Health and Safety Code Section 33401, dated April 29, 1986, as amended or supplemented from time to time.

**“Tax Increments from the Project”** means the portion of property taxes allocated and paid to the Agency from property within the Rocklin Redevelopment Project Area.

### **2. Agency Commitment of Tax Increment**

The Borrower hereby pledges and grants a first lien security interest in and to all of the Tax Increments from the Project Area, and all proceeds thereof, excepting those Tax Increments from the Project Area which are encumbered for repayment of Tax Allocation bonded debt service including all required reserves, payments set aside and due other agencies as required by the applicable Pass-Through Agreements, and those amounts derived from the Tax Increment from the Project Area allocated to the Borrower that are required by Sections 33334.2 and 33334.3 of the Law to be used by the Agency for increasing and improving the supply of low and moderate income housing. The

pledge and allocation of Pledged Revenues hereunder is for the exclusive benefit of the Lender and shall be irrevocable until all principal, interest and other sums owed by the Borrower to the Lender have been paid in full.

**3. Loan Terms**

Lender has made this loan for the benefit of the general welfare of the citizens of the City of Rocklin and the specific benefit of the Rocklin Redevelopment Plan Project Area, for the purpose of acquiring a site and building for the Rocklin Branch, Placer County Library. Loan funds are to be used exclusively for the purchase of the real property located at 4890 Granite Drive, Rocklin, California ("Property"). The terms of the Loan are as follows:

The principal balance of the Loan shall bear interest from the above Date of Note at the rate of three percent (3%) per year, simple interest for a maximum of ten years.

The Loan shall be all due and payable upon any conveyance of a fee interest in the property, except as approved in writing by the Lender.

The Loan shall be all due and payable as set forth in the following schedule of payments:

|          | Principal           | Interest          | Total Due           |
|----------|---------------------|-------------------|---------------------|
| 06/30/11 | 150,000.00          | 42,261.22         | 192,261.22          |
| 06/30/12 | 100,000.00          | 37,761.22         | 137,761.22          |
| 06/30/13 | 150,000.00          | 34,761.22         | 184,761.22          |
| 06/30/14 | 250,000.00          | 30,261.22         | 280,261.22          |
| 06/30/15 | 250,000.00          | 22,761.22         | 272,761.22          |
| 06/30/16 | 250,000.00          | 15,261.22         | 265,261.22          |
| 06/30/17 | 258,707.25          | 7,761.22          | 266,468.47          |
|          | <u>1,408,707.25</u> | <u>190,828.54</u> | <u>1,599,535.79</u> |

Borrower shall make payment to either the City of Rocklin, 3970 Rocklin Road, Rocklin, CA 95677, or its successors and assigns, or to such other person or organization as may be designated by Lender. The term of this Agreement shall continue until such time the Borrower has repaid all principal, interest and other sums owed by the Borrower to the Lender.

**4. Default**

Failure by either party to perform its obligations hereunder shall constitute a default under this Agreement, and the other party may institute legal action to cure, correct or remedy such default, to recover damages for such default or to obtain any other remedy, including injunctive or declaratory relief, consistent with the purpose of this Agreement.

## **5. Indebtedness of the Agency**

This Agreement constitutes an indebtedness of the Agency incurred in carrying out the Rocklin Redevelopment Project, and a pledging of Tax Increments from the Rocklin Redevelopment Project to repay such indebtedness, under the provisions of Section 16 of Article XVI of the California Constitution and Section 33670 et seq. of the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); provided, however, that such pledge of Tax Increments shall always be subordinate and subject to the right of the Agency to pledge or commit Tax Increments from the Rocklin Redevelopment Project to repay bonds or other indebtedness incurred by the Agency in carrying out the Rocklin Redevelopment Project. Notwithstanding the forgoing, the City and Agency agree that Agency shall not incur any additional indebtedness which will impair the Agency's ability to perform the obligations of this Agreement and City will take no action which will impair the rights or benefits of the bondholders under the Private Placement Agreement.

## **6. Liability and Indemnification**

Pursuant to Section 895.4 of the Government Code, the Agency and the City agree that each will assume the full liability imposed upon it or any of its officers, agents or employees for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, and each party agrees to indemnify and hold harmless the other party for any loss, cost or expense that may be imposed upon such other party by virtue of Sections 895.2 and 895.6 of the Government Code.

## **7. Lender Action.**

Lender shall have the right, but not the obligation, to commence, appear in or defend any action or proceeding purporting to affect or enforce the rights, duties or liabilities of either of the parties hereunder, or the disbursement of any Tax Revenue. In connection therewith, Lender may incur and pay costs and expenses, including a reasonable attorney's fee. Borrower agrees to pay to Lender on demand all such expenses, and Lender is authorized to disburse funds from the Loan or as a Loan advance for said purpose.

## **8. Governing Law**

This Agreement shall be interpreted in accordance with the laws of the State of California.

**Signatures On Following Page**

**CITY OF ROCKLIN**

By:   
Russell A. Hildebrand  
Interim City Manager

Attest:

  
Barbara Ivanusich  
City Clerk

**REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN**

By:   
Russell A. Hildebrand  
Interim Executive Director

Attest:

  
Barbara Ivanusich  
Agency Secretary

## PROMISSORY NOTE SECURED BY PLEDGED REVENUES

Date of Note: June 30, 2010

Rocklin, California

---

FOR VALUE RECEIVED, the undersigned, jointly and severally, promises to pay to the City Of Rocklin ("Lender"), or its successors or assigns, the principal amount of One Million Four Hundred Eight Thousand Seven Hundred Seven and 75/100 Dollars. (\$1,408,707.75)

1. **THE LOAN.** This Note evidences the obligation of Borrower to Lender for repayment of funds loaned to Borrower under a Loan Agreement dated January 25, 2011 ("Loan Agreement"). The terms and covenants of the Loan Agreement are incorporated in this Note by this reference. Lender has made this loan for the benefit of the general welfare of the citizens of the City of Rocklin and the benefit of the Rocklin Redevelopment Plan Project Area, for the purpose of acquiring a site and building for the Rocklin Branch, Placer County Library. Loan funds are to be used exclusively for the purchase of the real property located at 4890 Granite Drive, Rocklin, California ("Property"). The terms of the Loan are as follows:
  - a. The principal balance of the Loan shall bear interest from the above Date of Note at the rate of three percent (3%) per year, simple interest for a maximum of ten years.
  - b. The Loan shall be all due and payable upon any conveyance of a fee interest in the property, except as approved in writing by the Lender.
2. **LOAN REPAYMENT TERMS.** The Loan shall be all due and payable as set forth in the following schedule of payments:

|          | Principal           | Interest          | Total Due           |
|----------|---------------------|-------------------|---------------------|
| 06/30/11 | 150,000.00          | 42,261.22         | 192,261.22          |
| 06/30/12 | 100,000.00          | 37,761.22         | 137,761.22          |
| 06/30/13 | 150,000.00          | 34,761.22         | 184,761.22          |
| 06/30/14 | 250,000.00          | 30,261.22         | 280,261.22          |
| 06/30/15 | 250,000.00          | 22,761.22         | 272,761.22          |
| 06/30/16 | 250,000.00          | 15,261.22         | 265,261.22          |
| 06/30/17 | 258,707.25          | 7,761.22          | 266,468.47          |
|          | <u>1,408,707.25</u> | <u>190,828.54</u> | <u>1,599,535.79</u> |

Borrower shall make payment to either the City Of Rocklin, 3970 Rocklin Road, Rocklin, CA 95677, or its successors and assigns, or to such other person or organization as may be designated by Lender.

3. **PLEDGE OF REVENUES.** The Borrower hereby pledges and grants a first lien security interest in and to all of the Tax Increments from the Project Area, and all proceeds thereof, excepting those Tax Increments from the Project Area which are encumbered for repayment of Tax Allocation bonded debt service including all required reserves, payments set aside and due other agencies as required by the applicable Pass-Through Agreements, and those amounts derived from the Tax Increment from the Project Area allocated to the Borrower that are required by Sections 33334.2 and 33334.3 of the Law to be used by the Agency for increasing and improving the supply of low and moderate income housing. The pledge and allocation of Pledged Revenues hereunder is for the exclusive benefit of the Lender and shall be irrevocable until all principal, interest and other sums owed by the Borrower to the Lender have been paid in full.
  
4. **DEFAULT.** Borrower shall be in default if any of the following happens:
  - a. Borrower fails to make any payment when due.
  - b. Borrower breaks any promise Borrower has made to Lender, or borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note Borrower has with Lender, including but not limited to the Loan Agreement.
  - c. The loan shall be immediately due and payable upon the occurrence of any listed default or any other material default of the Loan Agreement or this Note.
  
5. **WAIVER.** No waiver of any default or breach of the Loan by Borrower shall be implied from any omission by Lender to take action on account of such default, and no express waiver shall affect any default, other than the default specified in the waiver. Such waiver shall be in writing and shall be operative only for the time and to the extent therein stated.
  
6. **PREPAYMENT.** Borrower may prepay this Note in full or in part at any time, without any prepayment penalty being charged by Lender.
  
7. **NATURE OF RELATIONSHIP.** At all times, the relationship of Lender and Borrower shall be that of Creditor and Debtor. The Lender shall not, in any event, be construed or held to be a partner, joint venturer or associate of Borrower in the conduct of Borrower's business. Nothing in this Note shall be construed to establish such relationship. The Lender shall not be liable for any debts incurred by Borrower in the conduct of Borrower's business.
  
8. **COSTS OF ENFORCEMENT.** Borrower shall pay to Lender all costs of enforcement of all or any portion of this Note and the Loan Agreement, including attorney's fees and court costs, incurred by Lender. Costs of enforcement shall be

considered advances under this Note and shall bear interest from the date of Lender's expenditure for them.

**IN WITNESS WHEREOF**, Borrower has executed this Promissory Note, in Rocklin, California, as of the date first written above.

Redevelopment Agency of the City of Rocklin



Russell A. Hildebrand, Interim Executive Director

Attest:



Barbara Ivanusich, Agency Secretary



May 20, 2013

Ms. Mary Lister, Finance Officer  
City of Rocklin  
3970 Rocklin Rd.  
Rocklin, CA 95677

Dear Ms. Lister:

Subject: Oversight Board Action Determination Revised

The City of Rocklin Successor Agency (Agency) notified the California Department of Finance (Finance) of its August 27, 2012 Oversight Board (OB) resolution No. 2012-6 on September 20, 2012. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance completed its review of the OB action, which may have included obtaining clarification for various items, and issued our determination on November 28, 2012. Subsequent to that determination new information was provided to Finance and a change in the Successor Agency's status related to their Finding of Completion has occurred. Therefore Finance is issuing a revised determination.

Based on our review and application of the law, we are now making the following determination:

- Transfer of the Rocklin History Museum/Moon Residence and St. Mary's Chapel building to the City of Rocklin is approved. While the St. Mary's Chapel building does not meet the criteria included in HSC section 34181 (a) that defines the assets constructed and used for a governmental purpose, the Agency has received a Finding of Completion from Finance. This means that the asset, which is merely the building and does not consist of the property on which the building sits, may now transfer to the City of Rocklin. Additionally, based on additional information provided Finance agrees that the Rocklin History Museum can transfer as a governmental purpose.
- **Transfer of the Rocklin Branch – Placer County Library to the City of Rocklin is allowed.**

Please direct inquiries to Justyn Howard, Assistant Program Budget Manager, at (916) 445-1546.

Sincerely,

STEVE SZALAY  
Program Budget Manager

cc: Ms. Jayne Goulding, Managing Accountant Auditor, Placer County

AGENCY RESOLUTION NO 2008-337 RDA

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN APPROVING AND DIRECTING THE EXECUTIVE DIRECTOR TO OPEN ESCROW AND EXECUTE A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE OF THE RESTORED ST MARY'S CHURCH LOCATED AT HERITAGE PARK (First Street and Rocklin Road)

The Redevelopment Agency of the City of Rocklin does resolve as follows

Section 1 The Redevelopment Agency of the City of Rocklin hereby approves and directs the Executive Director to finalize negotiations and execute an agreement for the purchase of the St Mary's Church building, by and between the Redevelopment Agency of the City of Rocklin and the Rocklin Historical Society in a form approved by the City Attorney, and to execute all other necessary and related documents required to complete and close the escrow for purchase Escrow shall not close prior to substantial completion of all rehabilitation work and issuance by the City of Rocklin of a final certificate of occupancy

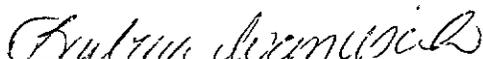
Section 2 Upon satisfaction of all terms and conditions of the purchase and sale agreement and the close of escrow, the Redevelopment Agency of the City of Rocklin hereby accepts the deed or other authorized proof of ownership and authorizes the Executive Director to execute a Certificate of Acceptance and authorizes the Agency Clerk to have the deed or other authorized proof of ownership vesting title in the Redevelopment Agency of the City of Rocklin, and all other necessary and related documents recorded in the Office of the Placer County Recorder when fully executed and notarized

PASSED AND ADOPTED this 12<sup>th</sup> day of February, 2008, by the following roll call vote.

|         |                |                   |
|---------|----------------|-------------------|
| AYES    | Agency Members | Hill, Yuill, Lund |
| NOES    | Agency Members | Storey            |
| ABSENT  | Agency Members | Magnuson          |
| ABSTAIN | Agency Members | None              |

  
\_\_\_\_\_  
Brett Storey, Chair

ATTEST

  
\_\_\_\_\_  
Barbara Ivanusich, Secretary

**PURCHASE AND SALE AGREEMENT  
REDEVELOPMENT AGENCY OF THE  
CITY OF ROCKLIN  
(Old St. Mary's Chapel)**

This Agreement of Purchase and Sale ("Agreement"), dated for reference purposes only January 28, 2009, is entered into by and between the Redevelopment Agency of the City of Rocklin ("Agency") and the Rocklin Historical Society ("Seller").

**RECITALS**

**A.** Seller is the owner of the Old St. Mary's Chapel building (the "Chapel"), currently located on land owned by the Union Pacific Railroad and leased to the Agency in the City of Rocklin, County of Placer, California, at First Street, Rocklin, California, and is more fully described on Exhibit A, which is attached hereto and incorporated herein by this reference.

**B.** Seller desires to sell to Agency, and Agency desires to purchase from Seller the Chapel and Seller desires to sell and convey the Property and all rights appurtenant thereto, on the terms and conditions in this Agreement.

**C.** Agency desires to purchase this Chapel for historic preservation purposes consistent with the Redevelopment Plan of the City of Rocklin.

**Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:**

**AGREEMENT**

**Section 1. Purchase and Sale.**

Subject to all of the terms and conditions set forth in this Agreement, Seller shall sell to Agency, and Agency shall purchase from Seller, all of Seller's right, title and interest in and to the Chapel, inclusive of any and all improvements and fixtures now or hereafter thereon, rights, privileges and easements appurtenant thereto.

**Section 2. Purchase Price.**

Seller shall convey the Chapel by Bill of Sale to Agency for valuable consideration in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00). Within three business days after the full execution of this Agreement by both parties, Agency shall make payment in full of the purchase price by wire transfer, and according to Seller's written instructions, to Mechanic's Bank, Rocklin Branch, 6200 Stanford Ranch Road, Suite 100, Rocklin, CA 95677. Upon payment of the purchase price, which shall for purposes of this transaction be considered the closing, all right, title, interest and

possession to the Chapel and all improvements shall vest in the Redevelopment Agency of the City of Rocklin, a municipal corporation.

**Section 3. Conveyance of Title.**

Seller shall by Bill of Sale convey to Agency and quit claim all of Seller's right, title, and interest to the Chapel free and clear of all title defects, liens, encumbrances, deeds of trust, mortgages, taxes, and assessments.

**Section 4. Closing Costs.**

Agency and Seller shall each pay all attorneys' fees and costs incurred by such party in connection with negotiation, execution, delivery and performance of this Agreement by such party. The Agency shall pay all other closing costs and fees, documentary transfer taxes if any, and recording fees due at Closing.

**Section 5. Proration of Taxes and Assessments.**

Real and personal property taxes, assessments, and interest thereon shall be prorated as of the closing date of escrow on the basis of a thirty (30) day month. All taxes and assessments shall be paid by Seller.

**Section 6. Warranties, Representations, And Covenants Of Seller.**

Seller hereby warrants, represents, and/or covenants to Agency that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- C. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- D. To the best of Seller's knowledge, during the time that Sellers have owned the Chapel there have been no spills, releases, or threats of release of hazardous substances on, under, or from the Chapel and no chemical usage (other than the usual and routine use of commercial cleaning supplies) and waste disposal practices on the Chapel.

- E. That Sellers have received no notification or communication of any kind from any public entity or regulatory body, or third parties, which would indicate there are any environmental problems on, in, or under or about the Chapel or any notification or communication of any kind concerning pending or threatened proceedings or potential actions regarding the condition of the Chapel as specifically relates to environmental health and safety laws or regulations.
- F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Buyer.
- G. Seller is not a foreign person within the meaning of 42 USCS § 1445(f)(3).

**Section 7. Notices.**

All notices to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery to the address indicated below or at other places designated by Agency or Seller in a written notice given to the other. Notices shall be deemed served four (4) days after the date of mailing or upon personal delivery.

Seller:                      Rocklin Historical Society  
                                    Roger Lokey, President  
                                    P.O. Box 1  
                                    Rocklin, CA 95677

Agency:                    Carlos Urrutia, Executive Director  
                                    Redevelopment Agency of the City of Rocklin  
                                    3970 Rocklin Road  
                                    Rocklin, CA 95677

**Section 8. Attorney Fees; Litigation Costs.**

If any legal action or other proceeding, including arbitration or an action for declaratory relief, is brought to enforce this Agreement or because of a dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs, in addition to any other proper relief. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

**Section 9. Time of the Essence.**

Time is of the essence in this Agreement and every provision contained in this Agreement.

**Section 10. Integration.**

This Agreement, all attached exhibits, and all related documents referred to in this Agreement, constitute the entire agreement between the parties. There are no oral or parol agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be charged.

**Section 11. Third-Party Rights.**

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

**Section 12. Severability.**

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be enforced to the fullest extent permitted by law.

**Section 13. Waivers.**

No waiver or breach of any provision shall be deemed a waiver of any other provision. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

**Section 14. Full Consideration**

Seller expressly agrees that the consideration provided to Seller by Agency under this Agreement is the full amount of consideration to be paid by Agency for acquisition of the Chapel. By execution of this Agreement and acceptance of this consideration, Seller

expressly agrees that this consideration fully satisfies all Agency's legal obligations to pay just compensation for the Chapel, and Seller releases Agency from any and all claims Seller may have against Agency for compensation.

**Section 15. Incorporation of Exhibits.**

All attached exhibits are incorporated in this Agreement by reference.

**Section 16. Authority of Parties.**

All persons executing this Agreement on behalf of a party warrant that they have the authority to execute this Agreement on behalf of that party.

**Section 17. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by Seller and Agency.

**Section 18. Governing Law.**

This Agreement shall be governed by and construed in accordance with California law.

**The parties have executed this Agreement as of the date first above written.**

Agency:           Redevelopment Agency of the City of Rocklin

By: Carlos A. Urrutia  
Carlos A. Urrutia, Executive Director

Seller:           By: Roger F. Lokey  
Rocklin Historical Society, Roger Lokey, President

By: Carol Powell  
Rocklin Historical Society, Carol Powell, Secretary

## Exhibit A

### Description of the restored Saint Mary's Chapel 5251 Front Street - Rocklin, CA

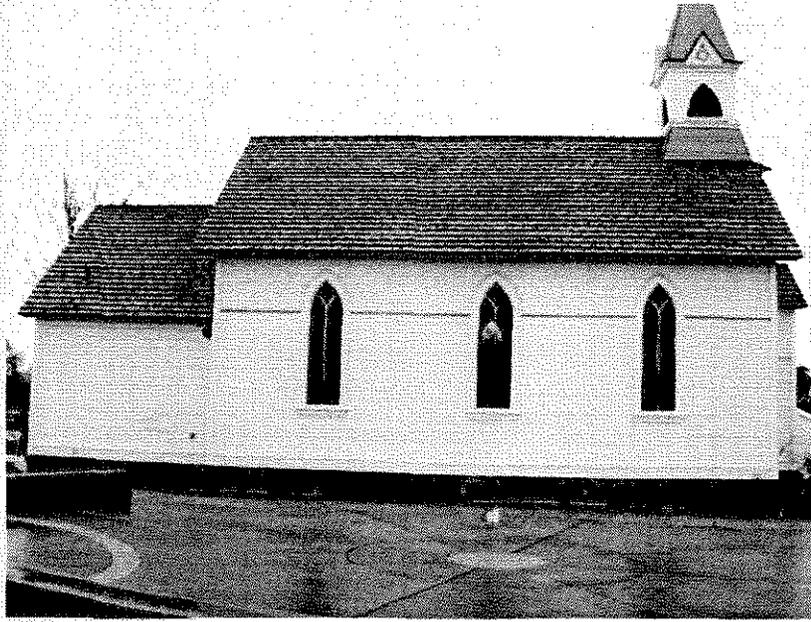
A wood framed building with concrete foundation, raised wood floor, and truss roof with tile concrete roofing. The building is approximately 1650 square feet. The building is located on leased railroad property and is primarily being used a wedding chapel.

The building has a traditional bell tower and granite steps at the front entry. The main room has finished wood flooring, pew seating and a slightly raised platform at the interior end. Behind the main room is an annex that includes a multiuse room, storage room, and restroom.

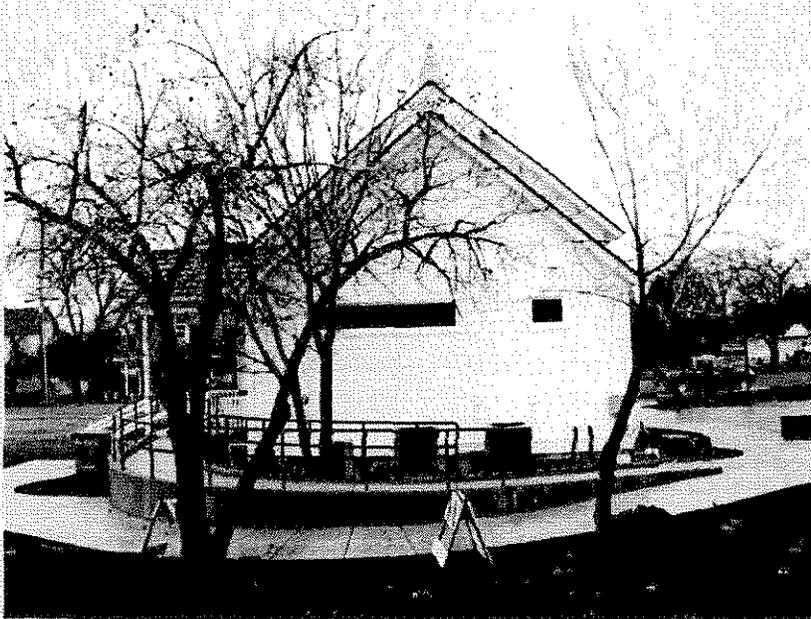
Below are pictures of the building exterior and interior taken on 1/23/09 for reference.



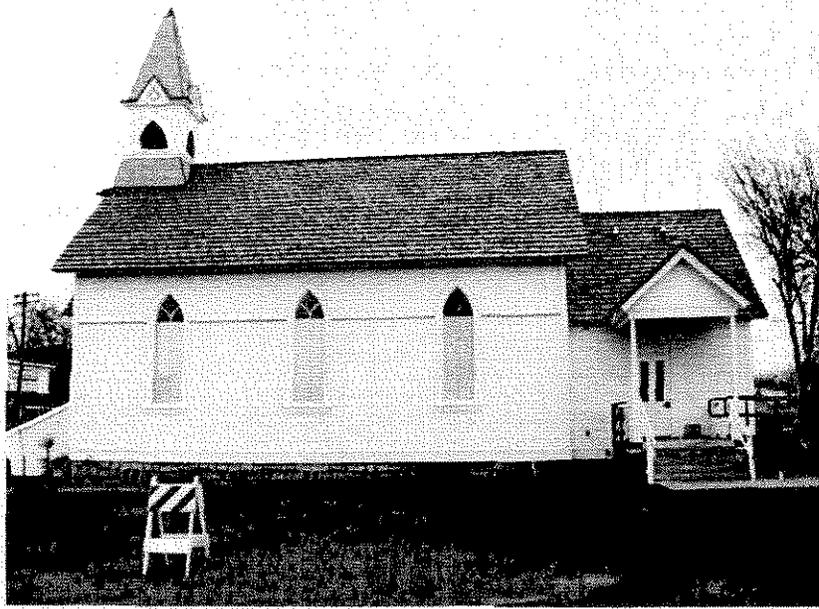
Front of building



North side of building



Rear of building



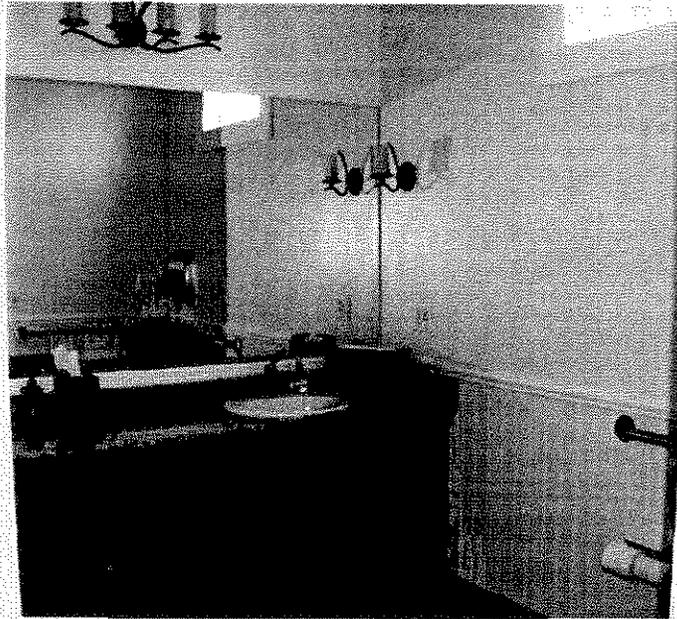
South side of building



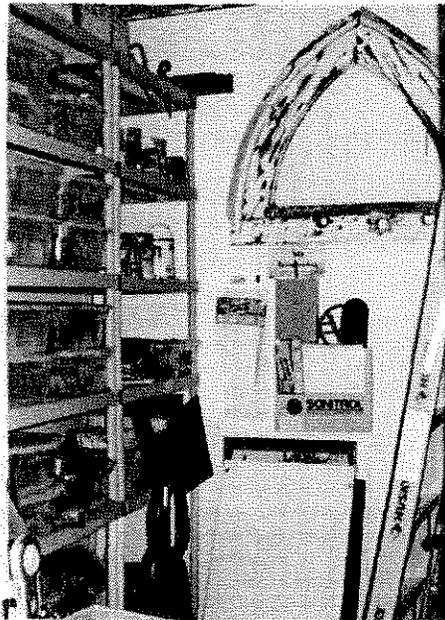
Main room



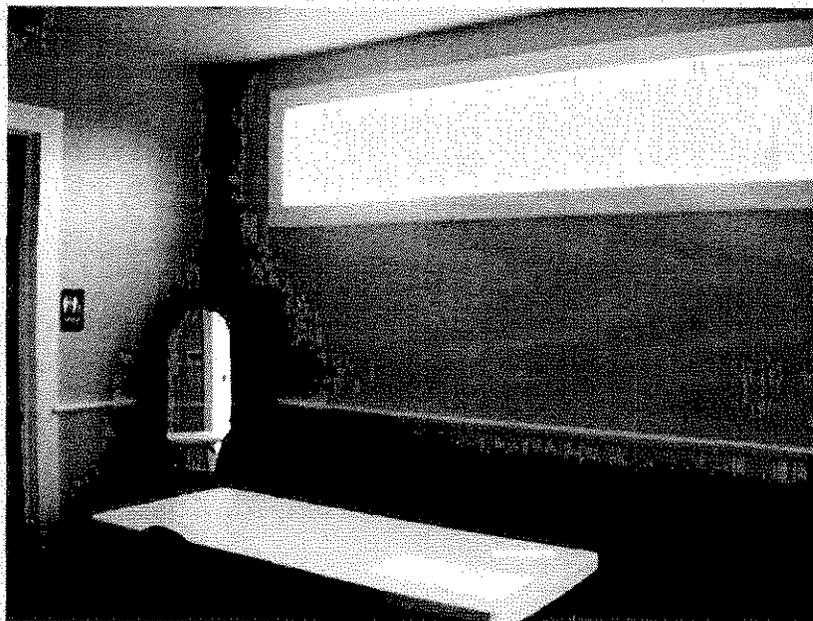
Main room



Restroom - Annex



Storage room - Annex



Multi use room - annex



Multi use room - Annex

## BILL OF SALE

BE IT KNOWN, for good consideration, and in consideration of the payment of the sum of two hundred fifty thousand dollars and 00/100 (\$250,000.00), the receipt and sufficiency of which is acknowledged by the undersigned Rocklin Historical Society (Seller) hereby sells, transfers, assigns and conveys unto the Rocklin Redevelopment Agency, and its successors and assigns forever with quit claim all of the Seller's right, title, and interest to the St Mary's Chapel building free and clear of all title defects, liens, encumbrances, deeds of trust, mortgages, taxes and assessments. The following is a description of the St Mary's Chapel building:

St. Mary's Chapel, a wood framed building with concrete foundation, raised wood floor, and truss roof with tile concrete roofing. The building is approximately 1650 square feet. The building is located on leased railroad property and is primarily being used as a wedding chapel. The building has a traditional bell tower and granite steps at the front entry. The main room has finished wood flooring, pew seating and a slightly raised platform at the interior end. Behind the main room is an annex that includes a multiuse room, storage room, and restroom.

Building is currently located at:  
5251 Front St, Rocklin, CA

IN WITNESS THEREOF, the parties have signed this Bill of Sale on October 11, 2012.

SELLER

Rocklin Historical Society



Chris Gebel  
President

BUYER

Rocklin Redevelopment Agency



Ricky A. Horst  
Executive Director

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Placer }

On 10-11-12 before me, Rhona Wu, Notary Public  
Date Here Insert Name and Title of the Officer

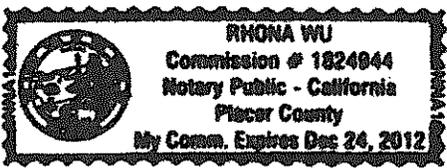
personally appeared Chris Gebel  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Bill of Sale

Document Date: 10-11-12 Number of Pages: 1

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Chris Gebel

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



Signer Is Representing: Rodebin Historical Society

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

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



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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Placer }

On 10-11-12 before me, Rhona Wu, Notary Public  
Date Here Insert Name and Title of the Officer

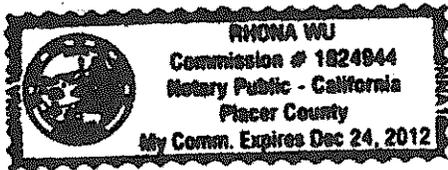
personally appeared Rickey A. Horst  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Bill of Sale

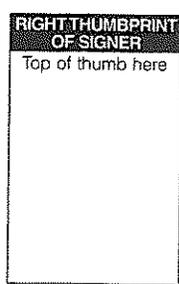
Document Date: 10-11-12 Number of Pages: 1

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

**Capacity(ies) Claimed by Signer(s)**

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

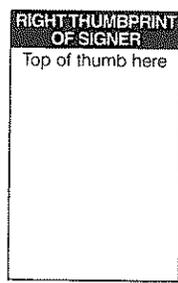
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

Signer's Name: Rickey A. Horst

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



Signer Is Representing: Rochlin Redevelopment Agency

AGENCY RESOLUTION NO. 2009-361 RDA

RESOLUTION OF THE REDEVELOPMENT AGENCY  
OF THE CITY OF ROCKLIN  
APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR  
TO EXECUTE A LEASE AGREEMENT BY AND BETWEEN  
THE ROCKLIN HISTORICAL SOCIETY AND  
THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN  
(Old St. Mary's Chapel at Heritage Park, Rocklin, CA)

The Redevelopment Agency of the City of Rocklin does resolve as follows:

WHEREAS, both parties seek the mutual benefit of preserving structures of historical significance to the community; and

WHEREAS, the Redevelopment Agency of the City of Rocklin and the City of Rocklin support the use of the historic Old St. Mary's Chapel structure located at Heritage Park, Front Street and Rocklin Road, for community access and events; and

WHEREAS, the Old St. Mary's Chapel will provide an educational resource for local history; and

WHEREAS, the Old St. Mary's Chapel will provide a cultural and entertainment resource for the community and an opportunity for public and private events to take place in a historic Rocklin setting; and

WHEREAS, the Old St. Mary's Chapel will increase the "sense of place" for all citizens of the Rocklin community, increasing civic pride and participation; and

WHEREAS, the location of the Old St. Mary's Chapel building will enhance the Rocklin downtown redevelopment and civic center area.

NOW THEREFORE, the Redevelopment Agency of the City of Rocklin resolves as follows:

Section 1. The Redevelopment Agency of the City of Rocklin hereby approves and authorizes the Executive Director to execute a Lease Agreement by and between the Rocklin Historical Society and the Redevelopment Agency of the City of Rocklin (Old St. Mary's Chapel at Heritage Park, Rocklin, CA) in the form attached hereto as Exhibit A and by this reference incorporated herein.

Section 2. The Agency Clerk is authorized and directed to record said Lease Agreement in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 27<sup>th</sup> day of January, 2009, by the following roll call vote:

AYES: Agency Members: Magnuson, Yuill, Lund, Hill

NOES: Agency Members: Storey

ABSENT: Agency Members: None

ABSTAIN: Agency Members: None



---

Peter Hill, Chairman

ATTEST:



---

Barbara Ivanusich, Secretary

Q:\CityAttorney\Redevelopment\St Marys Chapel\St. Mary's Chapel lease 1-8-09.doc



PLACER, County Recorder

JIM MCCAULEY

DOC- 2009-0007952-00

Wednesday, FEB 04, 2009 09:05:52

NOC \$0.00::

Ttl Pd \$0.00

Rcpt # 0001880275

sod/SD/1-15

Recording Requested by  
and Return to:

Agency Clerk  
Redevelopment Agency of the City of Rocklin  
3980 Rocklin Road  
Rocklin, CA 95677

---

**LEASE AGREEMENT BY AND BETWEEN  
THE ROCKLIN HISTORICAL SOCIETY AND  
THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN  
(Old St. Mary's Chapel at Heritage Park, Rocklin, CA )**

This Lease (Lease) is entered into as of January 31, 2009, by and between the Rocklin Historical Society, a non-profit corporation (Tenant) and the Redevelopment Agency of the City of Rocklin (Agency). This Lease is written in support of the cooperative effort on the part of the City of Rocklin and the Rocklin Historical Society to preserve historic structures of importance to the Rocklin Community and provide access to those structures for all citizens. It is emphasized that the formal language of the Lease agreement contained herein should in no way detract from the fine spirit of cooperation that exists between the City of Rocklin, the Redevelopment Agency of the City of Rocklin, and the Rocklin Historical Society to maintain, operate, and provide access to the Old St. Mary's Chapel as place of historic interest and an events center.

**RECITALS**

A. Agency holds a ground lease from the Union Pacific Railroad for the real property located adjacent to the Union Pacific Railroad tracks at the corner of Rocklin Road and Front Street, Rocklin, California, and the improvements located on the real property (collectively, "Property").

B. Tenant desires to lease from Agency and Agency desires to lease to Tenant the existing structure and the immediately adjacent landscaped area and grounds as shown on the plan of the Property attached as Exhibit A (Leased Premises) for the purpose of displaying a building of significant local history and operating the building as an event center for the public benefit of the citizens of Rocklin.

## **AGREEMENT**

Therefore, for good and valuable consideration the receipt and adequacy of which are acknowledged, the parties agree as follows:

### **Section 1. Lease of Premises.**

Agency leases to Tenant and Tenant leases from Agency the Leased Premises on the terms and conditions set forth in this Lease.

### **Section 2. Use.**

A. Tenant agrees to use the Leased Premises for the purpose of displaying a building of significant local history, providing limited public access to the interior of the building, operating the building as an event center for the public benefit of the citizens of Rocklin and all other operations incident to the conduct of its business and for no other use. Tenant agrees not to use the Leased Premises for any unlawful purpose.

B. Tenant shall not commit any acts on the Leased Premises nor use the Leased Premises in any manner that will increase the existing rates for or cause cancellation of any fire, liability, or other insurance insuring the Leased Premises or the improvements on the Leased Premises. Tenant shall comply with all requirements of Agency's insurance carrier that are necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Leased Premises and the improvements on the Leased Premises.

C. Tenant shall not commit any waste or any public or private nuisance upon the Leased Premises.

D. Tenant shall comply with all laws, rules, and orders of all federal, state, and municipal governments or agencies that may be applicable to the use of the Leased Premises.

### **Section 3. Term.**

The term of this Lease shall be for a period of ten (10) years, commencing on February 1, 2009, and unless terminated sooner in accordance with this Lease, ending on January 31, 2019 (Term).

### **Section 4. Automatic Renewal; No Renewal if in Default.**

The Term of this Lease shall be automatically extended for one or more periods of five (5) years per extension (Extension Period), up to a total cumulative term of 30 years, unless either party notifies the other in writing of its intent not to renew, which notice shall be given at least one hundred twenty (120) days prior to the termination date of the then

current Term or Extension Period. Should Tenant be in default of any term or condition of the Lease at the expiration of the Term or any Extension Period, Tenant's right to the automatic extension privilege shall be void, and this Lease shall then terminate upon the expiration of the then current Term or Extension Period. All terms and conditions of this Lease shall continue during the Extension Period(s).

**Section 5. Rent.**

Tenant shall pay to Agency during the Term (including any Extension Period) of this Lease as yearly rental for the Leased Premises the sum of One and 00/100 Dollars (\$1.00) per year, which shall be paid upon commencement of this Lease and on the first anniversary of the commencement of the Lease, and on each subsequent anniversary of the commencement of the Lease during the Term, including any Extension Period.

**Section 6. Operations.**

A. Tenant shall continuously during the entire Lease Term, including any Extension Periods, keep the Leased Premises open for business and conduct the business as is customary for businesses of similar character, and in accordance with sound business practices.

B. Tenant and Agency agree that any rental income for the Leased Premises shall be used solely by Tenant for the public purpose of maintaining the Leased Premises and furthering historic preservation in the City of Rocklin and that full disclosure of operations, revenues, and expenditures is vital to the public trust. Tenant shall prepare an annual report and operations plan which shall include a full report of the prior year's operations and a general financial accounting, as well as an operational plan for the coming year with a financial projection of revenues and expenses. Tenant shall submit the annual report and operations plan for review by the Agency on the first anniversary of the commencement of the Lease, and on each subsequent anniversary of the commencement of the Lease during the Term, including any Extension Period. Failure to prepare and submit the operations plan shall be considered a material breach of this lease.

**Section 7. Taxes.**

Pursuant to California Revenue and Taxation Code section 107.6, Tenant is notified that the property interest acquired by Tenant in the Leased Premises under this Agreement may be subject to property taxation as a possessory interest in real property, and Tenant may be subject to the payments of property taxes levied on that interest.

**Section 8. Personal Property Taxes.**

During the Term, including any Extension Periods, Tenant shall pay all taxes assessed against and levied upon fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Leased Premises prior to delinquency, and when possible Tenant shall cause these fixtures, furnishings, equipment, and other personal property to be

assessed and billed separately from the real property of Agency. If any of Tenant's fixtures, furnishings, equipment, and other personal property is assessed and taxed with Agency's real property, Tenant shall pay to Agency Tenant's share of the taxes within ten (10) days after delivery to Tenant by Agency of a statement in writing setting forth the amount of the taxes applicable to Tenant's property.

**Section 9. Alterations.**

Tenant shall not make or suffer to be made, any alterations of the Leased Premises, or any part of the Leased Premises, without the prior written consent of the Agency Executive Director or his or her designee. Any additions to, or alterations of, the Leased Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the Agency. Any alterations shall be in conformance with the requirements of all municipal, state, and federal authorities, rules, regulations and applicable codes.

**Section 10. Maintenance and Repair.**

A. Tenant acknowledges that Tenant is leasing the Leased Premises on an "as is" basis. Tenant shall, subject to Agency's obligations under this Lease, at all times during the Term, and at Tenant's sole cost and expense, keep, maintain, and repair the building and other improvements upon the Leased Premises in good and sanitary order and condition. The standard of maintenance and repair shall be consistent with other public buildings maintained by the City of Rocklin and the Agency.

B. Tenant agrees on the last day of the Term, including any Extension Periods, or on sooner termination of this Lease to surrender the Leased Premises with appurtenances, in the same condition as when received, reasonable use and wear, and damage by fire, act of God, or by the elements excepted. Tenant shall regularly sweep and clean the sidewalks adjacent to the Leased Premises, as needed, and shall be responsible for keeping the Leased Premises free of debris.

**Section 11. Compliance with Law.**

Tenant shall, at Tenant's sole cost, comply with all of the requirements of all municipal, state, and federal authorities pertaining to the use of the Leased Premises. Tenant shall not commit, or suffer to be committed, waste upon the Leased Premises, or nuisance or other act or thing that may disturb the quiet enjoyment of the neighborhood.

**Section 12. Insurance.**

A. Tenant agrees to procure and maintain public liability insurance from a responsible insurance company authorized to do business in California, with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) for injury or death to any person or damage to Leased Premises, for any claim demands, or causes of action of any person arising out of accidents occurring on the Leased Premises during the Term,

including any Extension Period, or arising out of Tenant's use of the Leased Premises. Agency, its officers, employees, and volunteers shall be added as insureds with respect to liability; provided, that coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code §2782(b).

B. Each policy of insurance shall be issued by a responsible insurer in the names of Agency and Tenant. Tenant shall deliver a certificate for each insurance policy to Agency with all relevant endorsements. Each policy of insurance shall be primary and noncontributory with any policies carried by Agency and, to the extent obtainable, any loss shall be payable notwithstanding any act or negligence of Agency that might otherwise result in forfeiture of insurance. Each insurance policy shall provide that a thirty (30) day notice of cancellation and of any material modification of coverage shall be given to all named insureds. The insurance coverage required under this Section may be carried by Tenant under a blanket policy insuring other locations of Tenant's business, provided that the Leased Premises covered by this Agreement are specifically identified as included under that policy. Tenant agrees that upon the failure to insure as provided in this Agreement, or to pay the premiums for the insurance, Agency may contract for the insurance and pay the premiums, and all sums expended by Agency for the insurance shall be considered additional rent under this Agreement and shall be immediately repayable by Tenant.

C. Tenant agrees that in the event of loss due to any of the perils for which it has agreed to provide bodily injury and property damage coverage, Tenant shall look solely to its insurance for recovery. Tenant hereby grants to Agency, on behalf of any insurer providing bodily injury or property damage to Tenant or Agency with respect to the services of the Tenant herein, a waiver of any right to subrogation which any such insurer of said Tenant may acquire against the Agency by virtue of the payment of such loss under such insurance.

D. Agency shall maintain fire and extended coverage, and at Agency's option, earthquake insurance, throughout the Term, including any Extension Periods, in an amount equal to at least ninety percent (90%) of the replacement value of the building that includes the Leased Premises, together with other insurance as may be required by Agency's lender or by any governmental agency. Tenant waives any right of recovery from Agency, Agency's officers and employees, and Agency waives any right of recovery from Tenant, Tenant's officers or employees, for any loss or damage (including consequential loss) resulting from any of the perils insured against in the standard form fire insurance policy with extended coverage endorsement.

### **Section 13. Indemnification of Agency.**

Tenant, as a material part of the consideration to be rendered to Agency under this Lease, agrees to indemnify and defend Agency from any claims, demands, and causes of action of any nature and any expense incident to the defense, for physical injury to or death of

persons or loss of or damage to Leased Premises of any kind including other goods, wares, merchandise, and items of display, occurring on or about the Leased Premises that grow out of or are connected with Tenant's use and occupation of the Leased Premises or the condition of the Leased Premises, or from the failure of Tenant to keep the Leased Premises in good condition and repair, as provided in this Lease. Unless caused by the active negligence, sole negligence or willful misconduct of Agency or unless the condition is one for which Agency has expressly assumed the responsibility for remedying and the condition is not caused by Tenant.

**Section 14. Free From Liens.**

Tenant shall keep the Leased Premises and the Property free from any liens arising out of any work performed, material furnished, or obligation incurred by Tenant.

**Section 15. Abandonment.**

Tenant shall not vacate or abandon the Leased Premises at any time during the Term; and if Tenant shall abandon, vacate, or surrender the Leased Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall, at the option of Agency, be deemed abandoned.

**Section 16. Signs.**

Signs placed or permitted to be placed upon the exterior of or in the windows of the Leased Premises shall be in compliance with the City of Rocklin Sign Ordinance (Rocklin Municipal Code Chapter 17.75) and all other applicable laws, rules, regulations, policies, and guidelines adopted by, or under the authority granted by, the Rocklin City Council or the Agency. Normal sign permit fees charged by the City shall be paid by the Agency

**Section 17. Utilities.**

Tenant shall pay before delinquency all charges for water, gas, heat, electricity, power, telephone service, and all other services or utilities, except sewage (which is to be paid by Agency) used in, upon, or about the Leased Premises by Tenant or any of Tenant's subtenants, licensees, or concessionaires during the Term. If any utility is not separately metered, Tenant shall reimburse Agency for Tenant's pro rata share of the cost of the utility determined according to the gross floor area of the Leased Premises as it relates to the total gross leasable area of the portion of the Property that is separately metered and that contains the Leased Premises.

**Section 18. Entry.**

Subject to reasonable prior notice to Tenant, Tenant shall permit Agency and Agency's agents to enter into and upon the Leased Premises at all reasonable times.

**Section 19. Assignment and Subletting.**

Tenant shall not assign this Lease, or any interest in this Lease, and shall not sublet the Leased Premises or any part of them, or any right or privilege appurtenant to them, or permit any other person other than the agents and servants of Tenant to occupy or use the Leased Premises without the prior written consent of Agency.

**Section 20. Default.**

A. Each of the following shall constitute an event of default (Event of Default) under this Lease:

- (i) if Tenant fails to make any payment required by the provisions of this Lease, when due;
- (ii) if Tenant fails to prepare and submit the annual operations plan when due;
- (iii) if Tenant fails within thirty (30) days after written notice to correct any breach or default of the other covenants, terms, or conditions of this Lease;
- (iv) if Tenant abandons the Leased Premises before the end of the Term;  
or
- (v) if all or substantially all of Tenant's assets shall be placed in the hands of a receiver or trustee and if this receivership or trusteeship continues for a period of thirty (30) days, or should Tenant make an assignment for the benefit of creditors, or be adjudicated bankrupt, or should Tenant institute any proceedings under any state or federal bankruptcy act in which Tenant seeks to be adjudicated bankrupt, or seeks to be discharged of debts, or should any voluntary proceeding be filed against this Tenant under the bankruptcy laws and Tenant consents to it and acquiesces by pleading or default.

B. Upon the occurrence of an Event of Default, Agency shall have the right at any time after providing notice of default to Tenant and a 30 day period to elect to terminate the Lease and Tenant's right to possession under the Lease.

**Section 21. Attorney Fees; Litigation Costs.**

If any action at law or in equity is brought to recover any rent or other sums under this Agreement, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, or for the recovery of the possession of the Leased Premises, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be



**Section 24. Successors in Interest.**

The covenants in this Lease shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties to this Lease; and all of the parties to this Lease shall be jointly and severally liable.

**Section 25. Force Majeure.**

If either party shall be delayed or prevented from the performance of any act required under this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated, performance of this act shall be excused for the period of the delay and the period for the performance of any act shall be extended for a period equivalent to the period of the delay; provided, however, nothing in this Section shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant except as may be provided elsewhere in this Lease.

**Section 26. Partial Invalidity.**

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the provisions of this Lease shall remain in full force and shall in no way be affected, impaired, or invalidated.

**Section 27. Captions.**

The various headings and numbers in this Lease and the grouping of the provisions of this Lease into separate sections and paragraphs are for the purpose of convenience only and shall not be considered a part of this Lease.

**Section 28. Time.**

Time is of the essence in this Lease.

**Section 29. No Oral Agreements.**

This Lease includes in full each agreement of every kind between the parties concerning the specific terms of the Agency's lease of the Premises to the Tenant, and all preliminary negotiations and agreements pertaining to the terms upon which the Agency will lease the Premises to the Tenant are merged in this Lease, and there are no oral agreements or implied covenants made in connection with this Lease.

**Section 30. Authority.**

If Tenant is a corporation, trust, or general or limited partnership, all individuals executing this Agreement on behalf of that entity represent that they are authorized to execute and deliver this Agreement on behalf of that entity. If Tenant is a corporation,

Agency evidence of that authority and evidence of due formation, all satisfactory to Agency. If Tenant is a partnership, Tenant shall furnish Agency with a copy of Tenant's partnership agreement and with a certificate from Tenant's attorney, stating that the partnership agreement.

**Section 31. Governing Law**

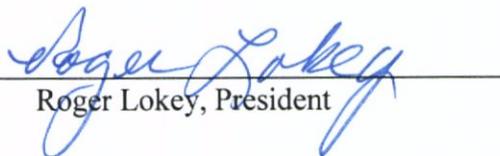
This lease shall be governed by and construed in accordance with the laws of the State of California.

The parties have executed this Lease on the day and year first above written.

ROCKLIN REDEVELOPMENT AGENCY

By:   
Carlos A. Urrutia, Executive Director

ROCKLIN HISTORICAL SOCIETY

By:   
Roger Lokey, President

State of California )  
County of Placer )

On this 21<sup>st</sup> day of January, 2009<sup>20</sup>, before me  
Rhona Wu, notary public,

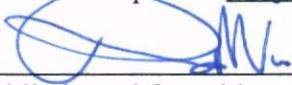
(Notary Name and Title)

personally appeared Roger Lokay who

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

My Commission Expires: December 24, 2012



Notary Public in and for said county and state



(SEAL)

State of California )  
County of Placer )

On this 30<sup>th</sup> day of January, 2009, before me  
Rhona Wu, notary public,

(Notary Name and Title)

personally appeared Carlos A. Urutia who

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

My Commission Expires: December 24, 2012



Notary Public in and for said county and state



(SEAL)

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: Rhona Wu

Date Commission Expires: December 24, 2012

Commission Number: # 1824944

County of Commission: Placer

State of Commission: California

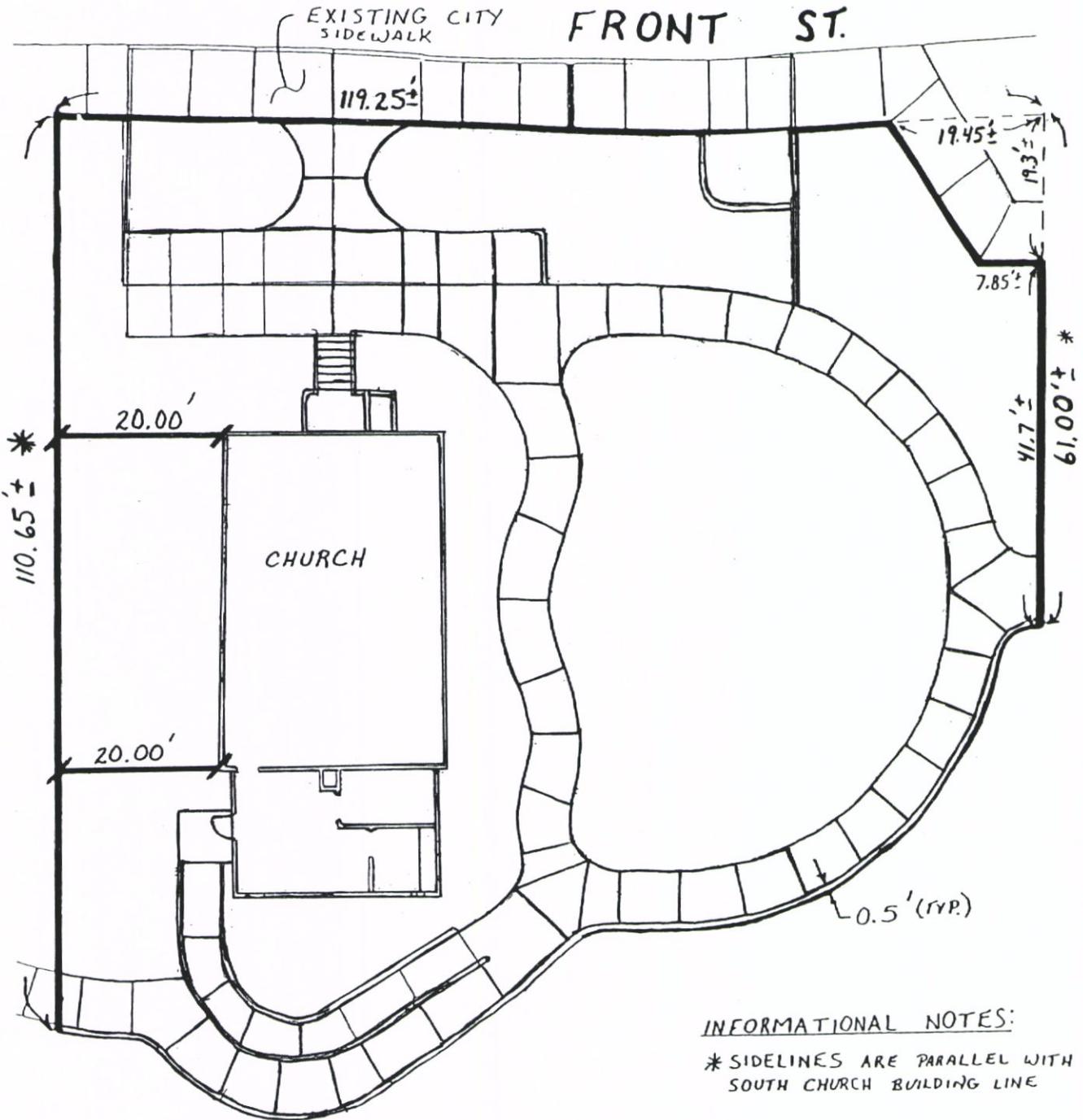
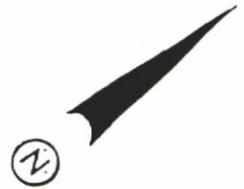
Manufacturer Number: NNA1

Place of Execution: City of Rocklin

Signature:  Date: 1-30-09

Firm Name: City of Rocklin

# EXHIBIT 'A' LEASED PREMISES



### INFORMATIONAL NOTES:

\* SIDELINES ARE PARALLEL WITH SOUTH CHURCH BUILDING LINE



May 20, 2013

Ms. Mary Lister, Finance Officer  
City of Rocklin  
3970 Rocklin Rd.  
Rocklin, CA 95677

Dear Ms. Lister:

Subject: Oversight Board Action Determination Revised

The City of Rocklin Successor Agency (Agency) notified the California Department of Finance (Finance) of its August 27, 2012 Oversight Board (OB) resolution No. 2012-6 on September 20, 2012. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance completed its review of the OB action, which may have included obtaining clarification for various items, and issued our determination on November 28, 2012. Subsequent to that determination new information was provided to Finance and a change in the Successor Agency's status related to their Finding of Completion has occurred. Therefore Finance is issuing a revised determination.

Based on our review and application of the law, we are now making the following determination:

- Transfer of the Rocklin History Museum/Moon Residence and St. Mary's Chapel building to the City of Rocklin is approved. While the St. Mary's Chapel building does not meet the criteria included in HSC section 34181 (a) that defines the assets constructed and used for a governmental purpose, the Agency has received a Finding of Completion from Finance. This means that the asset, which is merely the building and does not consist of the property on which the building sits, may now transfer to the City of Rocklin. Additionally, based on additional information provided Finance agrees that the Rocklin History Museum can transfer as a governmental purpose.
- Transfer of the Rocklin Branch – Placer County Library to the City of Rocklin is allowed.

Please direct inquiries to Justyn Howard, Assistant Program Budget Manager, at (916) 445-1546.

Sincerely,



STEVE SZALAY  
Program Budget Manager

cc: Ms. Jayne Goulding, Managing Accountant Auditor, Placer County

RESOLUTION NO. 2013-15 SA

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF ROCKLIN  
ACTING AS SUCCESSOR AGENCY  
APPROVING AND ADOPTING A LONG RANGE PROPERTY MANAGEMENT PLAN  
PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5

The City Council Acting as Successor Agency resolves as follows:

Section 1. The City Council Acting as Successor Agency hereby approves and adopts a Long Range Property Management Plan Pursuant to Health and Safety Code Section 34191.5 in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

PASSED AND ADOPTED this 10<sup>th</sup> day of September, 2013, by the following vote:

- AYES: Agency Members: Butler, Yuill, Janda, Magnuson, Ruslin
- NOES: Agency Members: None
- ABSENT: Agency Members: None
- ABSTAIN: Agency Members: None



\_\_\_\_\_  
Diana L. Ruslin, Mayor

ATTEST:



\_\_\_\_\_  
Barbara Ivanusich, City Clerk