

LEASE AGREEMENT

Between

COUNTY OF CONTRA COSTA

as Lessor

and

Buchanan Field Self Storage, LP

as Tenant

February 1, 2022

Contra Costa County
Buchanan Field Airport
550 Sally Ride Drive
Concord, CA 94520-5606
(925) 681-4200

A handwritten signature in blue ink, appearing to be "J. Reed", is located in the bottom right corner of the page.

**LEASE BETWEEN THE
COUNTY OF CONTRA COSTA
AND
Buchanan Field Self Storage, LP**

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**LEASE BETWEEN THE
COUNTY OF CONTRA COSTA**

and

BUCHANAN FIELD SELF STORAGE, LP

This lease agreement (“**Lease**”) is dated February 1, 2022 (the “**Effective Date**”) and is between of the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**” or “**Lessor**”), and BUCHANAN FIELD SELF STORAGE, LP, a California limited partnership (“**Tenant**”).

RECITALS

- A. Lessor owns and operates Buchanan Field, a public airport located at Concord, California (the “**Airport**”), as shown on the Airport Layout Plan, which plan is on file in the office of the County Director of Airports (“**Director of Airports**”).
- B. Tenant desires to lease approximately 4.6 acres of unimproved land that is located at the Airport at the northwest corner of Marsh Drive and Solano Avenue, as more fully described in Exhibit A (the “**Premises**”). Tenant intends to construct and operate a self-storage facility at the Premises in the configuration shown on Exhibit B.
- C. Through Environmental Service by Papineau, Tenant has completed a subsurface investigation of the suitability of the soil conditions of the Premises for the contemplated use. The resulting report, dated December 30, 2021, is attached as Exhibit C (the “**Pre-Construction Soil Chemistry Screening**”). Completion of the Pre-Construction Soil Chemistry Screening satisfies Tenant’s obligation to investigate the suitability of the Premises set forth in Section 12.B (Condition of Premises).
- D. A portion of the Premises is located in unincorporated Contra Costa County, the remainder is in the City of Concord (the “**City**”). On January 10, 2017, the City and the County entered into an agreement under which the parties determined that the City is responsible for processing all development plan applications related to the Premises.
- E. In response to Tenant’s application for permits to develop the Premises, the City has determined that the proposed project is subject to a categorical exemption under the California Environmental Quality Act Guidelines Section 15332 and Section 15300.2. The parties therefore agree as follows:

AGREEMENT

- 1. Lease. For and in consideration of the rent, fees, and faithful performance by Tenant of the terms and conditions set forth in this Lease, Lessor hereby leases to Tenant, and

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Tenant hereby leases from Lessor, the Premises, subject to all easements and encumbrances of record.

2. Term. The “**Term**” of this Lease is fifty (50) years. The Term begins on the Effective Date and ends on January 31, 2072, unless earlier terminated as provided herein.
3. Holding Over. In the event Tenant remains in possession of the Premises after the expiration of the Term, such holding over does not constitute a renewal or extension of this Lease, but will be construed as a tenancy from month to month, which may be terminated at any time by Lessor or Tenant upon thirty (30) days written notice. The month-to-month tenancy will be governed by the same terms and conditions in effect immediately prior to the expiration of the Term.
4. Rent. Tenant shall pay Construction Period Rent and Ground Rent, each as defined below (together “**Periodic Rent**”), to Lessor without offset or demand on or before the first day of each month. Periodic Rent for any partial month will be prorated at the rate of 1/30 of the applicable monthly rent per day.

A. Construction Period Rent. Tenant shall pay One Thousand Five Hundred Dollars (\$1,500.00) per month during the Construction Period (the “**Construction Period Rent**”). The “**Construction Period**” is that period of time that begins on the Effective Date and ends on the earlier to occur of (i) January 31, 2024, and (ii) the last day of the month following Substantial Completion.

The term “**Substantial Completion**” means the date that the Site Improvements, as defined in Section 8, Improvements, pass final inspection by the Contra Costa County Department of Conservation and Development.

Tenant may prepay all or a portion of the Construction Period Rent in a lump sum and commence monthly payments of Construction Period Rent when the amount prepaid has been exhausted.

B. Ground Rent. Tenant shall pay ground rent, as adjusted pursuant to this Lease (“**Ground Rent**”), from the ground rent commencement date until the expiration or earlier termination of this Lease. The “ground rent commencement date” is the first day of the month following the end of the Construction Period.

5. Initial Rent. During the first three years that follow the Construction Period (the “**Initial Ground Rent Period**”), Ground Rent is equal to the following amounts:

<u>Period</u>	<u>Monthly Ground Rent</u>
Ground Rent Commencement Date - January 31, 2025	\$4,167
February 1, 2025 - January 31, 2026	\$6,250
February 1, 2026 - January 31, 2027	\$8,333



6. Adjustments to Ground Rent. Ground Rent will be adjusted in each year after the Initial Ground Rent Period. In most years, the adjustment to Ground Rent will be based solely on the change to the Consumer Price Index (“CPI”). Every ten years, beginning February 1, 2032, Ground Rent will be adjusted to reflect market rates, using the Revaluation Process described below. Each change in Ground Rent that results from the Revaluation Process is an “Adjustment.”

A. CPI Increases.

- i. Timing and Amount. In each year after the Initial Ground Rent Period, except for the one-year periods that begin on a Revaluation Date, Ground Rent will increase over the amount paid in the preceding year by (i) an amount equal to the change in the CPI for the most recent period ending June, based on the CPI Factor, or (ii) two and three-quarters percent (2.75%), whichever is greater; provided, however, in no event will the increase be more than four and one-half percent (4.5%) and in no event will the Ground Rent for any year be less than the Ground Rent in effect in the immediately preceding year.

ii. Definitions.

- a. “CPI Factor” means the percentage by which the “Index,” as defined below, for the most recent one-year period ending December has changed with respect to the Index in effect for the immediately preceding one-year period, calculated to the nearest one-tenth of one percent.
- b. “Index” means the Consumer Price Index, all Urban Consumers, All Items, for the San Francisco-Oakland-San Jose Metropolitan Area (1982–84 = 100), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or its successor or a substitute index published as a replacement for that index by the U.S. Department of Labor or by any other United States governmental agency.
- c. “Revaluation Date” means each of the following: February 1, 2032, February 1, 2042, February 1, 2052, and February 1, 2062.

- iii. Notice. Airport staff will notify Tenant of any increase in Ground Rent based on a CPI adjustment when the calculation of the CPI adjustment is complete. If the notice is given after the effective date of an increase, Tenant shall pay any increased rent retroactively to the effective date of the increase; provided, however, in no event will Tenant be required to pay the increased rent retroactively for a period greater than six months.

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B. Revaluation of Ground Rent.

- i. Timing and Amount. On each Revaluation Date, Ground Rent will be adjusted to reflect the fair market rental value of the Premises in accordance with the Revaluation Process described below. The adjustment to Ground Rent that results from the Revaluation Process is the “**Adjustment.**” The total Adjustment is effective on the Revaluation Date. The Lessor shall initiate the Revaluation Process prior to each Revaluation Date. In no event will Ground Rent for any year be less than the Ground Rent in effect in the immediately preceding year.
- ii. Conditions of Revaluation. The revaluation of Ground Rent, including any appraisals prepared as part of the Revaluation Process, will be conducted as follows:
 - a. All negotiations and actions taken by the Lessor and Tenant under this Section will be undertaken and conducted by the parties in good faith.
 - b. The value of the Premises does not include any Improvements (as defined below).
 - c. If the Revaluation Process is not concluded by the Revaluation Date, the Ground Rent determined by the Revaluation Process described herein will be retroactive to the Revaluation Date to which the Revaluation Process applies. Tenant shall make any retroactive payments of Ground Rent no later than thirty (30) days following the completion of the Revaluation Process.
 - d. Except as otherwise provided herein, no waiver by the Lessor of any of the provisions of this Section will be deemed to have been made by the Lessor, unless made expressly in writing by the Director of Airports and no waiver by Tenant will be deemed to have been made unless expressly in writing by the duly authorized agent of Tenant.
 - e. All time periods specified in this Section will be counted in calendar days.
- iii. Revaluation Process. The “**Revaluation Process**” consists of the following:
 - a. The Lessor shall determine the fair market rental value of the Premises as an office business park or other comparable land use (the “**Lessor Revaluation**”) and shall notify Tenant in writing of the

amount of the new monthly Ground Rent (the “**Revaluation Notice**”).

- b. If Tenant disagrees with the Lessor Revaluation, Tenant may file with the Lessor a dispute of the amount of Lessor Revaluation (“**Tenant Dispute**”) and include Tenant’s proposed Ground Rent revaluation amount. The Tenant Dispute must be in writing and delivered to the Director of Airports no later than twenty-one (21) days after the Revaluation Notice is delivered to Tenant (the “**Dispute Period**”). If Tenant does not file a Tenant Dispute with the Lessor within the Dispute Period: (i) the Lessor Revaluation will automatically be deemed to be accepted by Tenant, (ii) Tenant will be deemed to have waived the right to contest the amount specified in the Revaluation Notice, (iii) the new Ground Rent specified in the Revaluation Notice will become effective on the applicable Revaluation Date, and (iv) the Revaluation Process will be over.
- c. If Tenant delivers a Tenant Dispute to the Lessor within the Dispute Period, the Lessor and Tenant will have twenty-one (21) days following the Lessor’s receipt of the Tenant Dispute to attempt to establish a new Ground Rent by negotiation (the “**Rent Negotiation Period**”). The Rent Negotiation Period may not be extended beyond the initial twenty-one (21) day period except by mutual written agreement of Tenant and the Director of Airports. If Tenant and the Lessor agree in writing on the new monthly Ground Rent during the Rent Negotiation Period, the new monthly Ground Rent will become effective on the applicable Revaluation Date and both the Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.
- d. If the Lessor and Tenant are unable to agree upon a new Ground Rent during the Rent Negotiation Period, then the Lessor and Tenant shall each appoint an appraiser to determine the fair market value of the Premises. The Lessor and Tenant shall identify the name of their appraiser by written notice to the other party. The appointment of the appraiser will be made and notice of the appointment will be given to the other party within twenty-one (21) days after the end of the Rent Negotiation Period (the “**Selection Period**”). Each appraiser must be a member of the American Institute of Real Estate Appraisers, have the designation of Member of the Appraisal Institute (“**MAI**”), and have (i) at least ten years’ experience in appraising commercial property including self-storage facilities and (ii) current aviation appraisal experience in appraising property, in the geographic area where the Premises is situated. Each party is responsible for paying the fees and costs of its appraiser.

By [signature]

In the event that Tenant does not appoint an appraiser and provide the Lessor with written notice of the appointment within the Selection Period: (i) the initial Lessor Revaluation will automatically be deemed to be accepted by Tenant, (ii) the new monthly Ground Rent, specified in the Revaluation Notice will become effective on the applicable Revaluation Date, (iii) Tenant will be deemed to have waived the right to further contest the amount of the Lessor Revaluation by arbitration or in any other manner, and (iv) the Revaluation Process will be over.

In the event that the Lessor does not appoint an appraiser and provide Tenant with written notice of the appointment within the Selection Period: (i) the monthly Ground Rent will remain unchanged or will equal the fair market rental value determined by Tenant's appraiser, whichever is greater, (ii) such monthly Ground Rent will become effective on the applicable Revaluation Date, (iii) the Lessor will be deemed to have waived the right to contest the amount of the new monthly Ground Rent by arbitration or in any other manner, and (iv) the Revaluation Process will be over.

If the Lessor and Tenant each properly appoint an appraiser during the Selection Period, both appraisers will make an independent determination of the fair market rental value of the Premises. Each appraisal must be completed and a copy of the appraisal report delivered to the other party no later than sixty (60) days from the date the appraiser was appointed (the "**Appraisal Period**") unless otherwise extended by the mutual agreement of the Lessor and Tenant.

Upon completion of both appraisals, the Lessor and Tenant shall make a final attempt to establish a new monthly Ground Rent by negotiation. If the Lessor and Tenant agree in writing on a new monthly Ground Rent, the new monthly Ground Rent will become effective on the applicable Revaluation Date and both the Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.

- e. In the event that the Lessor and Tenant cannot agree on a revaluation of the monthly Ground Rent within thirty (30) days following the Appraisal Period, either the Lessor or Tenant may declare an impasse in the negotiations by providing written notice of the impasse to the other party. The written notice of impasse (the "**Final Proposal**") will include all of the following information: (i) a statement that the declaring party has determined that negotiations have reached an impasse; (ii) the declaring party's final proposed Ground Rent revaluation figure; (iii) a statement that the recipient has ten (10) business days to either give written acceptance of the

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amount of the Ground Rent revaluation specified in the Final Proposal or deliver a counter-final proposal (the “**Counter-Final Proposal**”) to the declaring party; and (iv) any other supplementary information as the declaring party deems appropriate. The party upon whom the Final Proposal is served shall then have ten (10) business days following receipt of the Final Proposal to either accept the Final Proposal or to reject the Final Proposal and deliver a Counter-Final Proposal to the declaring party. If either the Final Proposal or the Counter-Final Proposal is accepted in writing, then the new monthly Ground Rent will become effective on the applicable Revaluation Date and both the Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.

If neither the Final Proposal nor the Counter-Final Proposal is accepted, not later than forty-five (45) days after delivery of the Final Proposal, the appraiser selected by the Lessor and the appraiser selected by Tenant will jointly select a third appraiser with the designation of MAI and with at least ten years’ experience in appraising commercial property (including self-storage facilities) and current aviation appraisal experience in appraising property in the geographic area where the Premises is situated. The third appraiser will determine the fair market value of the Premises. The third appraiser will render a final written decision within thirty (30) days of his or her appointment. The cost of the third appraiser will be shared equally by the Lessor and Tenant. The appraiser’s decision is binding on all parties and will apply retroactively to the Revaluation Date. Notwithstanding the foregoing, if the third appraisal is less than that set forth in the lower of the two appraisals previously obtained, then the rental set forth in said lower prior appraisal shall be controlling, and if the third appraisal is greater than that set forth in the higher of the two appraisals previously obtained, then the rental set forth in said prior higher appraisal shall be controlling.

7. Additional Payment Provisions.

- A. Late Rental Payments. In the event Tenant fails to pay Lessor any amount due under this lease within five (5) days after such amount is due, Tenant shall pay to Lessor a late charge of One Hundred and No/100 Dollars (\$100) per occurrence (the “**Late Charge**”), plus interest on the unpaid balance at a rate of one and one-half percent (1.5%) per month, from the date the payment was due and payable until paid in full. Tenant shall pay all Late Charges as additional rent on or before the date the next installment of rent is due. Lessor and Tenant hereby agree that it is and will be impracticable and extremely difficult to ascertain and fix Lessor’s actual damage from any late payments and, thus, that Tenant shall pay as liquidated damages to Lessor the Late Charge specified in this Section, which is the result of the parties’ reasonable endeavor to estimate fair average

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compensation for the late payment (other than attorneys' fees and costs). Lessor's acceptance of the Late Charge as liquidated damages does not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Lessor from exercising any of the rights and remedies available to Lessor under this lease.

- B. Form and Place of Payment. Tenant shall pay all rents and fees in cash or by personal check, certified check, or money order, payable to the County of Contra Costa, by delivering same on or before due date to the Director of Airports Office, 550 Sally Ride Drive, Concord, California 94520, or at such other place as Lessor may designate from time to time.
- C. Returned Checks. If a check written by Tenant is returned for insufficient funds, Lessor may impose a reasonable service charge in addition to any Late Charge and in addition to any charges imposed by the bank. Lessor may require Tenant to pay rent by certified check or money order if Tenant's bank or banks have returned one or more personal checks within the preceding twelve (12) month period.
- D. Security Deposit. Upon execution of this Lease, Tenant will pay to Lessor the sum of Five Thousand Dollars (\$5,000.00) in cash as security for the faithful performance of the terms, covenants, and conditions of this lease (the "Security Deposit").

Upon the occurrence of a Default, as defined in Section 29, Lessor may in its sole discretion (but is not required to) apply the Security Deposit, or any portion of it, to any expense, loss or (i) any rent or other sum owed to Lessor, (ii) any amount that Lessor may spend or become obligated to spend in exercising Lessor's rights under this lease, or (iii) damage sustained by Lessor resulting from Tenant's Default. Upon demand by Lessor, Tenant shall immediately pay to Lessor a sum equal to that portion of the Security Deposit expended or applied by Lessor as provided in this subsection so as to maintain the Security Deposit at its original level.

Upon the expiration or termination of this lease and (i) Tenant's satisfaction of the conditions set forth in Section 12. Condition of Premises, and (ii) a final accounting by Lessor, any remaining Security Deposit balance shall be refunded to Tenant, without interest. Tenant waives the provisions of California Civil Code section 1950.7, and all other provisions of law in force or that become in force after the date of execution of this lease, that provide that Lessor may claim from a Security Deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant or to clean the Premises. Lessor and Tenant agree that Lessor may, in addition, claim those sums reasonably necessary to compensate Lessor for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Tenant or Tenant's officers, agents, employees, independent contractors or invitees.

8. Improvements.

- A. Site Improvements. As a condition of this Lease, Tenant shall install on the Premises a two-story self-storage rental facility with signage, a small non-residential manager's office ("**Building**"), a parking area ("**Parking**"), and enhanced landscaping and environmental clean water feature (combined "**Landscaping**"), all in accordance with the Plans, as defined below. Together, the Building, Parking and Landscaping are the "**Site Improvements.**"
- B. Frontage Improvements. As a condition of this Lease, Tenant shall, at Tenant's sole expense, construct frontage improvements on the Premises along Marsh Drive and Solano Avenue in conformance with (i) standards established by the City of Concord Community and Economic Development Department, and (ii) plans approved by the Director of Airports pursuant to Section 8.D. below (the "**Frontage Improvements**"). Tenant shall complete the Frontage Improvements not later than the date that is sixty (60) days after the Substantial Completion of the Site Improvements. Tenant is not required to include in their Frontage Improvements any of the improvements included in the Contra Costa County Public Works Department Marsh Bridge Replacement Project, County Project No. 0662-6R4119, Federal Project No. BRLS-5928(12) (the "**Bridge Project**", as depicted in the bid set approved by Lessor on February 2, 2021, which improvements are the responsibility of the Lessor to complete.

All improvements on the Premises, including, but not limited to, the Site Improvements, the Frontage Improvements, structures, signs, driveways, curbs, walkways, pads, perimeter fences and gates, mechanical equipment, utility lines, drainage and sewage lines, environmental control equipment, irrigation systems and landscaping and other facilities are the "**Improvements.**"

- C. Plans and Lessor's Approval. Tenant shall obtain the Director of Airports' written approval of all plans and specifications for the buildings, paving, landscaping, or other Improvements before any construction may be commenced, which approval may not be unreasonably withheld or delayed. Once approved by the Director of Airports, such plans and specifications are the "**Plans.**" Prior to requesting the Director of Airports' approval, a County designated engineer must review and approve the development plans. All Improvements must conform with all general requirements of Lessor, and must be constructed and installed in conformance with: (i) the Plans; (ii) all applicable statutes, ordinances, building codes, permits; (iii) applicable Airport or FAA policy and standards for development; (iv) and all rules and regulations of Lessor and the requirements of all other authorities that have jurisdiction over the Premises, as the case may be, and Tenant's operations thereon, including, but not limited to, the City of Concord Community and Economic Development Department, and the Federal Aviation Administration.
- D. Construction Schedule. Within ninety (90) days following the Effective Date,



Tenant shall submit to the Director of Airports for review and approval (i) three (3) sets of plans that have been reviewed and stamped by an engineer and (ii) a detailed construction schedule.

The Director of Airports' review and approval or disapproval will be completed within thirty (30) days of submission. If the Director of Airports disapproves of the plans, the reasons for disapproval must be given to Tenant in sufficient detail, and Tenant will have thirty (30) days to revise the plans, and resubmit them to the Director of Airports. The Director of Airports' review and approval or disapproval of the revised plans will be completed within thirty (30) days of re-submission. The Director of Airports' approval is separate and distinct from approvals Tenant is required to obtain from Lessor, other County Departments, the City and all other authorities having jurisdiction over the Premises. Tenant is solely responsible for obtaining all necessary permits and approvals and for paying any and all fees required for the construction of the Improvements. Approval of the Plans by the Director of Airports does not constitute a representation or warranty as to conformity with other requirements and responsibility therefor remains at all times in Tenant. The time requirements imposed on the Director of Airports by this Section do not apply to other County Departments and authorities, or the City.

The Plans are not to be submitted to the City of Concord Community and Economic Development Department ("**Building Division**") unless the Director of Airports has approved the Plans. Within fourteen (14) days following approval of the Plans by the Director of Airports, Tenant shall submit the Plans to the Building Division for review and approval.

Tenant shall commence construction of the Site Improvements within forty-five (45) days after a grading permit for the Site Improvements has been issued by Building Inspection. Tenant shall use commercially reasonable efforts to complete the construction of the Site Improvements within twelve (12) months after receiving a grading permit or the Director of Airports' approval, whichever is later. Tenant shall provide Lessor with a Notice of Intent to Construct the Site Improvements at least sixty (60) days prior to construction or delivery of materials.

The deadlines set forth this Section 8 and the Ground Rent Commencement Date may be extended upon written approval of the Director of Airports in consideration of time lost as a result of work stoppages, strikes, and shortages of material, acts of God, restrictions or closures related to the COVID-19 pandemic or any other pandemic or other reasons beyond Tenant's control, as determined by the Director of Airports, in his or her reasonable discretion.

- E. Performance and Payment Bonds. Not less than ten (10) business days before the commencement of construction of the Site Improvements, Tenant shall, at its sole cost and expense, furnish to Lessor (i) a payment bond of a surety company licensed to transact business in the State of California, or other type of security



reasonably satisfactory to the Lessor, with Tenant as principal, in the penalty sum of one hundred percent (100%) of the total estimated cost of the Site Improvements and all other necessary appurtenances specified herein, guaranteeing the payment of all labor, materials, provisions, supplies and equipment related to the construction of the Site Improvements, of any kind whatsoever, and protecting Lessor from any liability, losses or damages arising therefrom, and (ii) a performance bond of a surety company licensed to transact business in the State of California in substantial conformity with Exhibit "D", or other type of security satisfactory to Lessor, with Tenant as principal, in an amount equal to one hundred percent (100%) of the total estimated cost of the Site Improvements, guaranteeing faithful performance within twelve (12) months of the commencement of all construction work associated with the Site Improvements; provided, however, the Director of Airports may waive this requirement if Tenant provides a completion guaranty to its construction lender that is in a form that is acceptable to the Director of Airports.

- F. Inspection and Acceptance. Tenant shall obtain all applicable permits and authorizations of all local, state, federal and other government agencies and entities that have jurisdiction over the Site Improvements and Frontage Improvements, including but not limited to, the City of Concord Community and Economic Development Department. All Site Improvements and Frontage Improvements are subject to inspection, testing, and acceptance in accordance with applicable laws, rules, regulations, and requirements of all governmental agencies and entities that have jurisdiction over the Site Improvements and Frontage Improvements. Nothing in this Lease is to be construed as approval of any permit or authorization of any local, state, or federal government agency or entity that has jurisdiction over the Site Improvements and Frontage Improvements.
- G. No Warranties. The inspection, testing and acceptance by Lessor under this or any other section of this Lease, of any plans submitted by or acts performed by Tenant does not constitute a warranty by Lessor, and does not relieve Tenant of its obligation to fulfill the provisions of this Lease and to conform to the Plans, nor is Lessor thereby estopped from exercising any of its remedies provided at law or equity or under this Lease.
- H. Engineering. Lessor shall furnish Tenant with control information required for ground and pavement elevations, specifications for earthwork, pavement, and drainage. Tenant is responsible for all other engineering work and the accuracy thereof. Any material deviations from the Plans must have prior written approval by Lessor.
- I. Utilities. Upon the prior written approval of the Director of Airports, which approval shall not be unreasonably withheld, Tenant may install all utilities on the Premises at its own cost and expense and shall pay any and all connection, inspection, and service fees in connection therewith.

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- J. Paving and Concrete. As part of the Site Improvements, Tenant shall upgrade the pavement within the Premises such that they will accommodate the heaviest vehicle reasonably expected to operate in the area with an expected pavement life of twenty (20) years. All road access must be in compliance with Contra Costa County Public Works Department standards.
 - K. Notice of Nonresponsibility. Tenant shall cause a notice of Lessor non-responsibility to be posted and recorded during construction in accordance with Civil Code Sections 3094 and 3129 and a copy to be mailed to the Director of Airports upon filing the notice with the County Recorder.
 - L. Signs. Tenant may not erect signs and advertising media or place the same on the Site Improvements without the written approval of the Director of Airports and any other public agency having jurisdiction. Any signs installed must be in accordance with FAA and the Airport Policy and Standards for Development.
 - M. Landscaping. Tenant shall install and maintain, at its sole expense, the landscaping on the Premises and any landscaping that comprises part of the Frontage Improvements in accordance with the Plans. Tenant shall maintain such landscaping in a neat, clean, orderly, and attractive condition.
9. Lessor Processing and Transaction Fees. In the event that Tenant requires or requests Lessor's review, investigation, processing, recordation, or any other action in connection with any Tenant document, proposal or other matter that requires Lessor's staff time and resources, other than time and resources of the Contra Costa County Airports Division (e.g., a proposed assignment or other transfer (but specifically excluding any sublease), or an estoppel certificate), Tenant shall pay Lessor a transaction fee of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) plus all of Lessor's costs, including, but not limited to, staff time at rates determined by the County Auditor for time spent in connection with the until the matter is complete ("Transaction Fee"). The Transaction Fee will increase by Five Hundred and No/100 Dollars (\$500.00) on every fifth anniversary of the Commencement Date and is due thirty (30) days after demand therefor by Lessor.
10. Use of Premises. Except as otherwise provided herein, the Premises may be used by Tenant only for the operation of a light industrial multi-tenant business park and for no other purpose.
- A. Uses Permitted on the Premises. Self-storage rental units, U-Haul moving van/truck franchise or comparable accessory use, and general light industrial business use (such as warehouse and storage) are permitted uses on the Premises.
 - B. Uses Not Permitted on the Premises. No heavy industrial businesses uses are permitted on the Premises.

Tenant may not use the premises for any other purpose without the Director of Airport's express prior written consent. Any use of the premises other than as described herein



without the Director of Airports' prior written consent is a default of this lease.

11. Rental Operations and Subleases. Subject to the terms of this Section, Tenant may sublease or rent Building space pursuant to the rules and regulations adopted from time to time by the Airport, including but not limited to the following:
 - A. Tenant shall cause all subtenants to enter into a rental agreement that is in substantial conformity with Exhibit F, or such other form that is satisfactory to Lessor (each, a "**Rental Agreement**")
 - B. Rental Agreements are subject to the terms and conditions of, and subordinate to, this Lease. The term of a Rental Agreement may not be greater than the term of this Lease.
 - C. Rental Agreements do not create a landlord-tenant or any other legal relationship between the Lessor and Tenant's subtenant.
 - D. Tenant is, and at all times will remain, entirely responsible for the full performance of this Lease.
 - E. Tenant or its authorized representative must be available during normal business hours, either at the Airport or by telephone/email to discuss the rental space and to conduct business.
 - F. By December 1 each year, Tenant shall give the Lessor a list of the name, address, phone number, and email address of all current subtenants, along with a description of each subtenant's business activity.
 - G. Tenant is responsible for all materials stored on the Premises, whether the materials are stored by Tenant or Tenant's agents, employees, or subtenants.
12. Condition of Premises.
 - A. No Warranty. Tenant is leasing the Premises in an "as is" physical condition with no warranty, express or implied, on the part of Lessor as to the physical condition of the Premises, including but not limited to, the condition of any existing improvements, the soil and the geology of the soil, the air, surface water and groundwater, the presence of known and unknown faults, the presence of Hazardous Materials and all other kinds of contamination and pollutants of any kind in the air, soil, groundwater and surface water, and the suitability of the Premises for the construction and use of the improvements thereon.
 - B. Tenant Independent Investigation. It is the sole responsibility of Tenant, in its sole cost and expense, to investigate the condition of the Premises to its satisfaction, including (i) the suitability of the soil, geologic, environmental and

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seismic conditions of the Premises for the intended use contemplated herein, and (ii) the presence of any contaminants, or Hazardous Materials, as defined in Section 18.A., in air, soil, groundwater and surface water in, on, or under the Premises and pollutants of any kind located on or within the Premises. This Lease imposes no responsibility or obligation on Lessor to prepare or implement any remediation plan or to attain remediation of the Premises to a level of standard required for Tenant's use or any other purpose. Lessor makes no warranties, representations, covenants, or agreements concerning remediation for the purposes of Tenant's use or any changes in Environmental Laws, as defined in Section 18.B., affecting such uses.

The respective agreements and obligations of Lessor and Tenant under this Section 12 will survive the expiration or termination, for any reason, of this Lease.

C. No Concealment. Notwithstanding anything in this Lease to the contrary, Lessor represents to Tenant that Lessor is not concealing any knowledge of the presence of contamination possessed by the current officers and managers of the Airport. However, Lessor makes no representation regarding what would be revealed by a review and search of its records, interviews of its employees or past employees or the undertaking of due diligence to discover any information or knowledge not now known to its present officers and managers.

D. Maintenance. Tenant shall maintain the Premises in accordance with Section 15. Maintenance, Repair and Storage.

13. Utility Obligations. Tenant shall pay, on Tenant's own account, all charges for utilities used or consumed on the Premises, including, but not limited to, gas, water, electricity, garbage disposal, storm water and sanitary sewer services, janitorial services, and telephone services.

In the event Lessor reasonably requires, or any utility company requires, that any existing or new overhead distribution system be installed underground, Tenant shall, at its own cost and expense, provide all necessary facility changes on the Premises so as to receive such services.

14. Alterations and Additions.

A. Tenant may not do any of the following: (i) erect or place any additional structures on the Premises, (ii) make any improvements or alterations to the exterior of any Tenant's Buildings, parking area or landscaping, (iii) make any improvements or alterations to the interior of any of Tenant's Buildings that require the issuance of a building permit without written consent of Lessor. Tenant shall provide the Director of Airports with written plans detailing any proposed improvement. If the Director of Airports does not provide a written response to Tenant's proposed changes within thirty (30) days of the date the

Director of Airports confirms his or her receipt of such plans, the proposed improvement will be deemed approved by the Director of Airports. The Director of Airports may not unreasonably withhold or condition its approval of any proposed improvement or alteration.

- B. In the event Tenant makes alterations, constructs additions, or adds additional structures that violate the conditions contained in this Lease (an “**Unauthorized Addition**”), at the Director of Airports sole discretion, Tenant shall remove all or any portion of such Unauthorized Addition at Tenant’s sole cost and expense. If Tenant is required to remove any Unauthorized Addition, Tenant, at its sole cost and expense, shall restore the Premises to the condition existing immediately prior to the existence of the Unauthorized Addition, or such other condition designated by Lessor in its election. If Tenant is not required to remove all or any portion of the Unauthorized Addition, then at the Director of Airports sole discretion will advise Tenant if all or any portion of the Unauthorized Addition will remain on and be surrendered with or be removed from the Premises, at the Tenant’s sole cost and expense, on the expiration or termination of the Lease.
- C. If the Director of Airports has given written consent to Tenant, permitting Tenant to make certain alterations or make any additional improvements to the Premises, Tenant may not commence construction until Tenant has (i) obtained all necessary building permits and all other approvals required, and (ii) provided Lessor with twenty (20) days advance written notice of the commencement of such construction. In addition, Tenant shall cause a Notice of Lessor Non-Responsibility to be posted and recorded during construction in accordance with Civil Code Sections 3094 and 3129. A copy of the notice is to be mailed to Lessor upon filing it with the County Recorder.

15. Maintenance, Repair and Storage.

- A. Premises Maintenance. Tenant shall, at its sole expense, throughout the term of this Lease, maintain the Premises improvements and appurtenances thereto, including but not limited to, Tenant’s Buildings and other structures, signs, driveways, parking surfaces, curbs, walkways, perimeter fences, landscaping, drainage and sewage lines, utility lines, irrigation systems and other facilities (collectively, the “**Improvements**”), in a first-class condition, in a neat, clean, orderly, and attractive condition, except for ordinary wear and tear. Tenant shall cause all maintenance, repairs, and replacements to be of a quality substantially equal to the original material and workmanship. Lessor is the sole judge of the maintenance standards required.

Tenant shall perform all maintenance and repairs in compliance with, and all maintenance and repairs necessary to comply with, all applicable statutes, ordinances, resolutions, regulations, orders, and policies now in existence or adopted from time to time by the United States, the State of California, the City of



Concord, the County of Contra Costa, and other government agencies with jurisdiction over the Airport.

If Tenant fails to perform its maintenance obligations as described herein within thirty (30) days of written notice by County to Tenant of such failure, County shall have the right to enter upon the Premises and to perform such necessary maintenance obligations and Tenant shall be required to reimburse County for the reasonable and actual costs thereof within thirty (30) days after receipt of an itemized invoice therefor. If such maintenance obligations are of such a nature that they cannot reasonably be completed within such thirty (30) day period, Tenant shall be deemed to have performed its maintenance obligations within such thirty (30) day period if Tenant has started such maintenance obligations within such thirty (30) day period and diligently pursues such maintenance obligations to completion.

- B. Lease Maintenance Plan. In order to determine what maintenance is required to maintain the Site Improvements on the Premises in a neat, clean, orderly, and attractive condition, as required by this Lease, through the remaining term of the Lease (such maintenance, the "**Maintenance Work**"), the Lessor and Tenant shall conduct a joint inspection of the Improvements. The joint inspection is to occur not earlier than February 1, 2059, and not later than January 31, 2060.

The Maintenance Work may include, but is not limited to, the following:

- i. Interior and exterior building repairs and replacements, including roof, doors, windows, signage, street facades, painting, flooring, fixtures (i.e., lights, toilets and sinks), et cetera.
- ii. The replacement of asphalt, and the cut and repair of any concrete features in the driveways and parking lot of the Premises.
- iii. The repair and replacement of HVAC.
- iv. The repair and replacement of plumbing and electrical systems in the Buildings.

Within ninety (90) days after the joint inspection of the Premises, Tenant shall prepare and submit to the Director of Airports for his or her approval a detailed plan that itemizes the Maintenance Work to be performed (the "**Maintenance Plan**"). The Maintenance Plan must include a timeline for the performance of the Maintenance Work and the expected cost of the Maintenance Work. The Director of Airports will review the Maintenance Plan and approve or disapprove it within thirty (30) days of receipt. If the Maintenance Plan is not approved by the Director of Airports, the Director of Airports shall set forth in writing and notify Tenant of his or her reasons for withholding such approval. Tenant shall thereafter submit a revised Maintenance Plan to the Director of Airports, which



approval is to be granted or denied within thirty (30) days of receipt in accordance with the procedures set forth above. The Director of Airports may not unreasonably withhold approval of the Maintenance Plan. If a Maintenance Plan has not been approved by July 1, 2060, Tenant will be in default of this Lease. Tenant's failure to prepare the Maintenance Plan is a default of this Lease.

If at any time the Lessor determines that it will require Tenant to remove a particular Improvement pursuant to Section 28, the Lessor shall give Tenant prompt written notice of such determination, and thereafter Tenant will not be required to comply with the terms of this Section 15 with respect to such Improvement. Notwithstanding the above, Tenant has an ongoing obligation to maintain all Improvements in accordance with Section 15.A.

- C. Plans and Lessor's Approval. Prior to commencing any Maintenance Work, Tenant shall obtain the Director of Airports' written approval of all plans prepared by architects, engineers or contractors that relate to the Maintenance Plan, and all modifications or amendments thereto (including all working drawings and other supplements thereto, but excluding immaterial field changes).
- D. Tenant Responsibility for Maintenance Work. Tenant is solely responsible for obtaining all necessary permits and approvals and for paying any and all fees required for the Maintenance Work. Approval of the Maintenance Plan by the Director of Airports does not constitute a representation or warranty as to its conformity with other requirements, and responsibility therefor remains at all times in Tenant.

Tenant shall cause all Maintenance Work to be constructed in conformance with: (i) all requirements of the Lessor, (ii) the Maintenance Plan, (iii) all applicable statutes, ordinances, building codes, Airport Policy and Standards for Development, and rules and regulations of the Lessor, and (iv) the rules and regulations of all other authorities having jurisdiction over the Premises or Tenant's operations thereon, including, but not limited to, the City of Concord, the Contra Costa County Department of Conservation and Development, the Contra Costa County Public Works Department and the Federal Aviation Administration.

- E. Performance Bond. Not less than ten (10) working days before the commencement of maintenance pursuant to the Maintenance Plan, Tenant shall, at its sole cost and expense, furnish to the Lessor a performance bond of a surety company licensed to transact business in the State of California, or other type of security reasonably satisfactory to the Lessor, that (i) is in the amount of one hundred percent (100%) of the total estimated cost of the Maintenance Work that is being performed, (ii) names Tenant as principal, and (iii) guarantees faithful performance of all construction work associated with the Maintenance Plan by January 1, 2061, or such date as is identified in the Maintenance Plan as the date



the maintenance work will be completed. The performance bond or other security must be substantially similar to the form shown in Exhibit D.

- F. Payment Bond. Not less than ten (10) working days before the commencement of maintenance pursuant to the Maintenance Plan, Tenant shall, at its sole cost and expense, furnish to the Lessor either of the following: (i) a payment bond of a surety company licensed to transact business in the State of California that (x) is in the amount of one hundred percent (100%) of the total estimated cost of the Maintenance Plan and all other necessary appurtenances specific therein, and (y) guarantees the payment of all labor, materials, provisions, supplies and equipment used in, upon, for or about the performance of the construction work; or (ii) an alternate form of security that is reasonably acceptable to the Lessor in its sole discretion. The payment bond must be in a form acceptable to the Lessor and must satisfy the requirements of California Civil Code section 3248.
- G. Inspection and Acceptance. Tenant shall obtain all applicable permits and authorizations of, all local, state, federal and other government agencies and entities that have jurisdiction over the Maintenance Work, including but not limited to, the City of Concord, the Contra Costa County Department of Conservation and Development and the Contra Costa County Public Works Department. All Maintenance Work is subject to inspection, testing, and acceptance in accordance with applicable laws, rules, regulations, and requirements of all governmental agencies and entities that have jurisdiction over the Maintenance Work. Nothing in this Lease is to be construed as approval of any permit or authorization of any local, state, or federal government agency or entity that has jurisdiction over the Maintenance Work.
- H. No Warranties. The inspection, testing and acceptance by the Lessor under this or any other section of this Lease, of any plans submitted by or acts performed by Tenant does not constitute a warranty by the Lessor, and does not relieve Tenant of its obligation to fulfill the provisions of this Lease and of the Maintenance Plan as approved by the Lessor, nor is the Lessor thereby estopped from exercising any of its remedies provided at law or equity or under this Lease.
- I. Engineering. Tenant is responsible for all engineering work and the accuracy thereof. Any material deviations from the Maintenance Plan approved by the Director of Airports must have prior written approval by the Lessor.
- J. Paving and Concrete. As required under Section 15, and as necessary during the Term of this Lease, Tenant shall upgrade the pavement for the driveways and parking areas within the Premises to enable them to accommodate the heaviest vehicle reasonably expected to operate in the area. When installed, the pavement must have an expected pavement life of at least twenty (20) years. All road access must be in compliance with the City of Concord and Lessor Public Works Department standards.

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K. Notice of Non-Responsibility. Tenant shall cause a notice of the Lessor non-responsibility to be posted and recorded by Tenant during construction in accordance with Civil Code Sections 3094 and 3129. A copy of the notice must be filed with the Lessor Recorder and mailed to the Director of Airports after filing.

L. Storage on Premises. No materials, supplies, products, equipment or other personal property that is not directly necessary for the light industrial business uses described in Section 10. Use of Premises, and no vehicles other than the personal vehicles of the employees, guests and invitees of Tenant or its subtenants, shall be permitted to remain on any portion of the Premises without the prior written consent of the Director of Airports. Tenant shall store personal property items, supplies and materials and combustibles inside the Tenant's Buildings in a safe, neat and sanitary manner.

16. Lawful Conduct. Tenant shall obey and observe, and shall ensure that all persons entering upon the Premises obey and observe, all the terms and conditions of this Lease and all statutes, ordinances, resolutions, regulations, orders, and policies now in existence or adopted from time to time by the United States, (including, but not limited to, the Federal Aviation Administration) the State of California, the County of Contra Costa, the Central Contra Costa Sanitary District, the San Francisco Bay Regional Water Quality Control Board, and all other government agencies with jurisdiction over the Airport (collectively, the "**Applicable Laws**") including, but not limited to, Applicable Laws concerning health, safety, fire, accessibility, police, and the environment.

Tenant shall pay all fines and penalties levied against it by any government agency for Tenant's violation of any Applicable Law associated with activities on the Premises.

17. Waste, Quiet Conduct, Nuisance, Pollution. Tenant may not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing that may disturb the quiet enjoyment or the use of the Airport or surrounding property.

Tenant shall provide, as legally required, a separate drainage, collection, and/or liquid waste separation system to ensure that no untreated liquid waste from any type of operation, including aircraft cleaning and oil change operations, enters the Airport storm drainage or sanitary system.

Tenant may not permit any activity on the Premises that directly or indirectly produces unlawful or excessive amounts or levels of air pollution, (e.g., gases, particulate matter, odors, fumes, smoke, dust), water pollution, noise, glare, heat emissions, trash or refuse accumulation, vibration, prop-wash, jet blast, electronic or radio interference with navigational and communication facilities used in the operation of the Airport or by aircraft, or any other activity that is hazardous or dangerous by reason or risk of explosion, fire, or harmful emissions.



18. Hazardous Materials.

A. Definition of Hazardous Materials. As used in this Lease, the term "Hazardous Materials" means any hazardous or toxic substance, hazardous or radioactive material, or hazardous waste, pollutant or contaminant at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Premises. Hazardous Materials include, but are not limited to, the following: (i) Any "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste," as defined in Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health & Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) any "hazardous substance" as that term is defined in Section 25316 of the California Health & Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) any material or substance listed as a chemical known to cause cancer or reproductive toxicity pursuant to Section 6380 of the California Labor Code, Division 5, Part 1, Chapter 2.5 (Hazardous Substances Information and Training Act); (iv) any "hazardous waste" as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.* (42 U.S.C. Section 6903); (v) any "hazardous substance" as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.* (42 U.S.C. Section 9601); (vi) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local statute, ordinance, resolution, regulation, order, policy, or requirement, including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect; (vii) any petroleum product; (viii) any radioactive material, including any "source materials", "special nuclear materials", or "byproduct material" as defined in 42 U.S.C. Section 2011 *et seq.*; (ix) any asbestos in any form or condition; and (x) any polychlorinated biphenyls (PCBs) and any substances or any compounds containing PCBs.

B. Use of Hazardous Materials. Tenant may not cause or permit any Hazardous Material, as defined in this Section, to be generated, brought onto, stored, used, emitted, released, discharged or disposed of in, on, under, or about the Premises by Tenant or its officers, employees, agents, contractors, renters, guests or invitees, except for limited quantities of (i) standard office and janitorial supplies containing chemicals categorized as Hazardous Materials; (ii) motor oils, hydraulic fluids, fuel and other materials commonly used in aircraft storage and fueling facilities; (iii) such other Hazardous Materials as are approved in advance in writing by Lessor. During the term of this Lease, Tenant shall strictly comply with all applicable laws, statutes, ordinances, regulations, orders, etc., in effect that relate to public health and safety and protection of the environment including, but not limited to those identified in this Section ("**Environmental Laws**").



C. Notification to the Director of Airports. If, during Term of this Lease, Tenant becomes aware of (i) any actual or threatened release of any Hazardous Materials on, under, or about the Premises; or (ii) any inquiry, investigation, proceeding, or claim by any government agency or other person regarding the presence of Hazardous Material on, under, or about the Premises, Tenant shall (i) immediately provide verbal notification to the Director of Airports and (ii) provide written notification of such release or investigation to the Director of Airports within twenty-four (24) hours after learning of it. In the event Tenant receives any claims, notices of violation, reports, or other writing concerning the aforementioned release or investigation, Tenant shall furnish copies of all such materials to Lessor no later than the business day following Tenant's receipt thereof.

Notification to the Director of Airports under this Section does not relieve Tenant of any obligation to notify any government agency under any Applicable Law.

D. Indemnification. Tenant shall, at Tenant's sole expense and with legal counsel reasonably acceptable to Lessor, indemnify, protect, defend, and hold harmless Lessor and Lessor's officers, employees, agents, and contractors from and against any and all demands, losses, claims, costs, suits liability and expenses including without limitation, attorney's fees and consultant fees arising out of or relating to the violation of any Environmental Laws or the use, handling, generation, emission, release, discharge, storage or disposal of any Hazardous Materials by Tenant or Tenant's officers, employees, agents, contractors, subtenants, renters, guests or invitees.

- i. This indemnification applies whether or not the concentration of such Hazardous Materials exceeds state or federal maximum contaminant or action levels or whether any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (i) losses attributable to diminution in the value of the Premises; (ii) loss or restriction of use of rentable space on the Premises; (iii) adverse effect on the marketing of any rental space on the Premises; and (iv) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Premises and surrounding properties).
- ii. This indemnification clause will survive any expiration or termination of this Lease.
- iii. Tenant is not required to indemnify Lessor against liability to the extent arising as a result of, and shall have no responsibility for, (a) Hazardous Materials that are present in, on, under or about the Premises as of the Effective Date, including, without limitation, any Hazardous Materials identified in the [Name of Environmental Report] or the tables appended



thereto, or (b) Hazardous Materials that migrate from surrounding or adjacent property, unless such migration is caused by Tenant's activities on the Premises or on the surrounding or adjacent property.

19. Stormwater Discharge. Lessor has applied for and received a National Pollutant Discharge Elimination Permit ("NPDEP") under the Federal Clean Water Act, which covers Tenant's operations on the Premises. In accordance with Section 16, Lawful Conduct, of this Lease, Tenant shall comply with (i) all laws and regulations arising under the Federal Clean Water Act that are applicable to Tenant's operations on the Premises; and (ii) Lessor's NPDEP.

Tenant shall ensure that no pollution or Hazardous Materials of any type is discharged into the stormwater system at the Airport, and shall comply with Lessor's NPDEP in all respects and in accordance with the Stormwater Control Plan and Stormwater Control Operation and Maintenance Plan for the Premises, and any amendments thereto, and in accordance with all applicable laws and regulations and other Lessor requirements. Copies of the Stormwater Control Plan and Stormwater Control Operation and Maintenance Plan for the Premises will be maintained on file at the Contra Costa County Public Works Department and are incorporated herein by reference.

In the event that Tenant produces any type of operation on the Premises that allows pollutants of any kind to enter the Airport's storm water system (a "**Storm Water Release**"), then Tenant shall notify County in writing that such event has occurred. If Tenant allows another Storm Water Release to occur after County's written notice to Tenant, then Tenant shall provide and install, at Tenant's sole expense, a separate drainage, collection, and/or separation system ("**Storm Water Equipment**") to ensure that no untreated liquid waste from any type of operation, prohibited from being discharged directly into the storm drainage or sanitary system, will enter the storm drainage system or sanitary system of the Airport, and assures that no pollution of any type or any hazardous material as defined in Section 18. Hazardous Materials, will be discharged into the storm water system at the Airport and shall comply with the NPDEP in all respects.

Tenant is responsible for any discharge by Tenant, its officers, employees, agents, contractors, renters, guests or invitees during the entire term of this Lease. Any fine or remedial action required of Lessor, by any agency or agencies having jurisdiction over the Airport, as a result of actions or discharges from the Premises by Tenant, its officers, employees, agents, contractors, renters, guests or invitees, will be charged to Tenant, and Tenant shall immediately reimburse Lessor for these costs upon demand. In addition, any discharge of pollutants or Hazardous Materials, as defined herein, on or from the Premises is a default under this Lease and is grounds for its termination.

20. Rules And Regulations. Tenant shall observe and obey all policies, rules, and regulations promulgated by Lessor's Board of Supervisors and any other government entities or agencies having jurisdiction over the Airport.



21. Noise Ordinance. Tenant shall comply with County Ordinances 87-8 and 88-82, as amended, and all other rules and ordinances relating to noise standards at the Airport, as may be approved from time to time by the County Board of Supervisors.
22. Security. Lessor has no obligation to provide security to the Premises. Tenant shall provide, through the use of buildings, structures, walls, fences, gates and similar barriers, or a combination thereof, uninterrupted on-site security at all times for the prevention of unauthorized pedestrian and vehicular access to the aircraft operating area by way of the Premises. Tenant shall control direct or indirect points of entry to the aircraft operating area to accommodate authorized individuals and authorized vehicles in compliance with FAA and Airport security requirements. Tenant shall also provide security for on-site facilities, such as vehicular parking lots, buildings, and landscaped areas on the Premises. Tenant shall provide adequate lighting to provide for all-night illumination of the perimeter of all buildings on the Premises, including vehicular parking lots, pedestrian walkways and landscaped areas surrounding the Premises. If at any time during the Term of this Lease additional security requirements are imposed on the Airport by the FAA or any other agency having jurisdiction over the Airport, Tenant shall comply with said security requirements at Tenant's sole expense. If Airport is fined by FAA for a security violation caused by Tenant, Tenant shall immediately reimburse Lessor upon demand.
23. Indemnification. Tenant shall defend, hold harmless, and indemnify the Indemnitees (as defined below) from the liabilities defined in this Section 23.
- A. "**Indemnities**" means Lessor, its governing body, elective and appointive boards, commissions, officers, employees, representatives and agents.
- B. "**Liabilities**" means any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of an Act (as such term is defined below) and such liabilities shall include, but are not limited to personal injury, death, property damage, inverse condemnation claims of third parties or any combination of these, and including the defense of any suits or actions at law or equity concerning these.
- C. An "**Act**" means any act, intentional or negligent, or omission by Tenant, its officers, employees, agents, representatives, invitees, contractors, subtenants, renters or guests in connection with the occupancy and use of the Premises by Tenant, its shareholders, or any subtenant, renter or assignee, or the matters covered by this Lease, or claimed to be attributable to Tenant, its officers, employees, agents, representatives, invitees, contractors, subtenants, renters, guests, assignees, or one or more of them.
- D. The promise and agreement in this Section are not conditioned or dependent on whether Tenant or Lessor has prepared, supplied, or approved any plans or specifications in connection with work performed pursuant to Section 14. Alterations and Additions, or Section 15. Maintenance, Repair and Storage, or has

By [Signature]

insurance or other indemnification covering any of these matters. This indemnification clause will survive any expiration or termination of this Lease.

24. Insurance. Tenant shall procure and maintain, at its own cost and expense, at all times during the Term of this Lease, the following policies issued by insurance companies authorized to do business in California, with a financial rating of at least an A-status (unless otherwise stated below) as rated in the most recent edition of Best's Insurance Reports:
- A. Commercial General Liability and Property Damage Insurance. Tenant shall obtain and maintain, owner, landlord, and tenant commercial general liability insurance with a financial rating of at least an A- or P status (pooled insurance coverage) covering and insuring all parties hereto (including naming Contra Costa County and its officers, agents, and employees as additional insureds under the policy or policies) with a minimum combined single limit coverage of Two Million and No/100 Dollars (\$2,000,000.00) for all damages due to bodily injury, sickness or disease, or death to any person and damage to property, including the loss of use thereof, arising out of each accident or occurrence arising out of Tenant's leasehold interest in, or maintenance or use of, the Premises and all operations necessary or incidental thereto. Liability insurance will be factored periodically to maintain adequate coverage.
 - B. Property and Fire Insurance. Tenant shall insure for fire and extended coverage risks all personal property, improvements, and alterations in, on, or about the Premises. Such insurance must be in an amount equal to one hundred percent (100%) of insurable, full replacement value of any improvements located on thereon, and include vandalism and malicious mischief endorsements. Such property insurance policies must contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder.
 - C. Worker's Compensation. Tenant shall obtain workers' compensation insurance as required by law, covering all employees of Tenant, and such insurance shall be kept in force during the entire Term of this Lease.
 - D. Form of Policies. Tenant shall cause all policies of insurance required by this Section to be in such standard form and written by such qualified insurance companies as is satisfactory to Lessor. Tenant shall provide evidence of such insurance to Lessor in the form of (i) a copy of the policies, and (ii) a duly executed certificate of insurance. All of such certificates shall name "Contra Costa County, its officers, agents, and employees" as additional insureds. Said policy or policies or certificates shall contain a provision that written notice of policy lapses, cancellation or any changes thereto shall be delivered to Lessor no fewer than thirty (30) days in advance of the effective date thereof.
 - E. Notice. Tenant shall give Lessor prompt and timely notice of any claim made or suit instituted of which it has knowledge and which could in any way directly,

contingently or otherwise, affect either Tenant or Lessor or both, and both Tenant and Lessor shall have the right to participate in the defense of such claim or suit to the extent of its respective interest.

25. Taxes. Tenant agrees to pay before delinquency all taxes (including, but not limited to, possessory interest tax), assessments, and other charges that are levied and assessed upon Tenant's interest in the Premises, or upon Tenant's personal property installed or located in or on the Premises, by Contra Costa County and other legally authorized government authority. Tenant may pay any taxes and assessments under protest, without liability, cost or expense to Lessor, to contest the amount in good faith.
26. Inspection, Access and Notice. Upon twenty-four (24) hour written notice to Tenant, Lessor and its agents may enter and inspect the Premises and any and every building, structure, or improvement thereon. Lessor also has the right to serve or to post and to keep posted on the Premises, or on any part thereof, any notice permitted by law or this Lease, including but not limited to a notice pursuant to Section 3094 of the Civil Code. Lessor is not liable in any manner for any inconvenience, disturbance, loss of business, or other damage arising out of Lessor's entry on the Premises as allowed in this Section. Lessor shall conduct its activities as allowed in this Section in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant and its employees, agents, invitees, contractors, subtenants, renters and guests, and may not materially interfere with access to or use of the Premises. Tenant shall provide an access gate through the Premises for emergency vehicles.
27. Assignment and Encumbrances. Except as permitted by Section 11 above and Section 34 below, Tenant may not voluntarily sell, assign, transfer or encumber (each, a "Transfer"), its interest in this Lease or in the Premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining Lessor's written consent, which may not be unreasonably withheld. Notwithstanding the foregoing sentence, Lessor has the right to require financial and other information from a proposed assignee, purchaser, transferee or other encumbering party (each, a "Transferee"), to make its decision, and Tenant shall assist Lessor in obtaining such information from any proposed Transferee. Any Transfer without Lessor's prior written consent is voidable and, at Lessor's election, constitutes a Default. Any consent to a Transfer does not constitute a further waiver of the provisions of this Section.

If Tenant is a corporation or a limited liability company, any (i) dissolution, merger, consolidation, or other reorganization of Tenant, or (ii) sale or other transfer of a controlling percentage of the capital stock or membership interests, as the case may be, of Tenant, or (iii) sale of fifty percent (50%) of the value of the assets of Tenant, will be deemed a voluntary assignment. The phrase "controlling percentage" means (a) in the case of a corporation, the ownership of, and the right to vote, stock possessing more than fifty percent (50%) of the total combined voting power of all classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors and (b) in the case of a limited liability company, ownership of, and the right to vote, membership



interests possessing more than fifty percent (50%) of the total combined voting interests of Tenant.

If Tenant is in default of monetary obligations to Lessor pursuant to this Lease, Tenant immediately and irrevocably assigns to Lessor, as security for Tenant's monetary obligations under this Lease, all rent from any subletting of all or part of the Premises as permitted by this Lease. A receiver for Tenant appointed on Lessor's application, may collect such rent and apply it toward Tenant's obligations under this Lease.

28. Surrender of Possession.

A. Improvements. Title to all Improvements, including all alterations or additions (including Unauthorized Additions) thereto, will remain in Tenant until the expiration, cancellation, or other earlier termination of this Lease. Upon expiration, cancellation or other earlier termination of this Lease, except as otherwise provided herein, title to all Improvements will automatically vest in Lessor and will remain on and will be surrendered with the Premises.

If Lessor does not desire title to any portion of the Site Improvements, Lessor shall notify Tenant in writing as soon as practicable which of the Site Improvements are to be removed by Tenant (the "**Excluded Improvements**"). Tenant shall remove the Excluded Improvements above ground level, within one hundred twenty (120) days following the effective date of such notice.

If Tenant fails to remove the Excluded Improvements, Lessor may remove them at Tenant's expense, and, upon written demand by Lessor, Tenant shall immediately reimburse Lessor, in full, for all of the costs and expenses incurred by Lessor in removing the Excluded Improvements.

Within thirty (30) days after expiration, cancellation, or termination of this Lease, Tenant shall surrender to Lessor the Premises and all improvements, including alterations and additions, in good condition (ordinary wear and tear and destruction to the Premises covered by Section 31. Destruction, excepted). If Tenant is required to remove Excluded Improvements, Tenant shall surrender that portion of the Premises where the Excluded Improvements are located within one hundred twenty (120) days after the expiration, cancellation, or termination of this Lease in good condition (ordinary wear and tear and destruction to such Premises covered by Section 31. Destruction, excepted). If Tenant fails to surrender the Premises to Lessor on expiration, cancellation, or termination of this Lease, Tenant shall defend, indemnify, and hold Lessor harmless from any and all claims, liability, costs, and damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant or renter.

B. Personal Property. Title to personal property belonging to Tenant will remain in Tenant at all times during the Term of this Lease, and Tenant has the right at any



time to remove any or all of its personal property from the Premises, provided that upon any such removal, Tenant shall repair, at Tenant's expense, any damage resulting therefrom and leave the Premises in a clean and neat condition.

- C. Removal of Personal Property. If Tenant fails to remove any personal property from the Premises within thirty (30) days after the expiration, cancellation, or termination of this Lease, such personal property may be removed by Lessor at Tenant's expense, by charging such expense to the Security Deposit, as provided in Section 7, Additional Payment Provisions. If Lessor's cost to remove personal property from the Premises exceeds the amount of the Security Deposit, then Tenant shall reimburse Lessor the difference between Lessor's cost and the amount of the Security Deposit, immediately upon receipt of Lessor's written demand therefor.
- D. Effectiveness. The provisions of this Section will survive the expiration, cancellation or earlier termination of this Lease.

29. Default. The occurrence of any of the following is a "**Default**" by Tenant:

- A. Tenant's failure to pay any Rent or other charges when due, if the failure continues for thirty (30) days after such payment is due. Notwithstanding the foregoing, failure to pay any Rent or other charges when due twice in any twelve (12) month period is a Default without further notice from Lessor.
- B. Tenant's failure to undertake such reasonable maintenance of the Premises as directed by the Director of Airports, if the failure continues for thirty (30) days after notice of any reasonably required maintenance has been given to Tenant. If, in the sole and reasonable discretion of the Director of Airports, the required maintenance cannot be completed within thirty (30) days, Tenant is not in Default of this Lease if Tenant commences to perform the maintenance within the thirty (30) day period and diligently and in good faith continues to perform the maintenance to completion.
- C. Tenant's failure to cure a safety hazard immediately upon notice from Lessor to do so. If, in the sole discretion of the Director of Airports, the required cure of the noticed safety hazard cannot be completed within twenty-four (24) hours, Tenant is not in Default of this Lease if Tenant commences to cure the failure within the twenty-four (24) hour period and diligently and in good faith continues to cure the Default as soon as reasonably possible.
- D. Tenant's failure to provide any instrument or assurance or estoppel certificate required by this lease if the failure continues for twenty (20) business days after written notice of the failure from Lessor to Tenant.
- E. Tenant's failure to perform any other obligation under this Lease if the failure continues for thirty (30) days after written notice of the failure from Lessor to

By [Signature]

Tenant. If, in the sole and reasonable discretion of the Director of Airports, the required cure of the noticed default cannot be completed within thirty (30) days, Tenant is not in Default of this Lease if Tenant commences to cure the Default within the thirty (30) day period and diligently and in good faith continues to cure the Default to completion.

F. The committing of waste on the Premises, including any intentional act by Tenant to harm the Premises.

G. Tenant's failure to comply with any of the provisions of Section 35, Non-Discrimination.

H. To the extent permitted by law:

i. A general assignment is given by Tenant or any guarantor of the Lease for the benefit of creditors.

ii. The filing by or against Tenant or any guarantor, of any proceeding under an insolvency or bankruptcy law, unless (in the case of an involuntary proceeding) the proceeding is dismissed within sixty (60) days of its filing.

iii. The appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is unconditionally restored to Tenant or that guarantor within thirty (30) days and the trusteeship or receivership is dissolved.

iv. Any execution or other judicially authorized seizure of all or substantially all of the assets of Tenant located on the Premises, or of Tenant's interest in this lease, unless that seizure is discharged within thirty (30) days.

v. When a statute requires service of a notice in a particular manner, service of that notice (or similar notice required by this Lease) in the manner required by Section 41, Notices, will replace and satisfy the statutory service-of-notice procedures, including those required by Code of Civil Procedure section 1162 or any similar or successor statute.

30. Lessor's Remedies. Lessor has the following remedies upon the occurrence of a Default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law:

A. Lessor may terminate this Lease and Tenant's right to possession of the Premises at any time. No act by Lessor other than giving written notice to Tenant shall terminate this Lease. Lessor's acts of maintenance, efforts to re-let the Premises, or the appointment of a receiver on Lessor's initiative to protect Lessor's interest under this Lease do not constitute a termination of Tenant's right to possession. Upon termination of this Lease, Lessor has the right to recover from Tenant:



- i. The worth, at the time of the award, of the unpaid Rent and fees that had been earned at the time of the termination of this Lease;
 - ii. The worth, at the time of the award, of the amount by which the unpaid Rent and fees that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of loss of Rent and the fees that Tenant proves could have been reasonably avoided;
 - iii. The worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the loss of Rent and fees that Tenant proves could have been reasonably avoided; and
 - iv. Any other amount, and court costs, necessary to compensate Lessor for all detriment proximately caused by Tenant 's Default.
 - v. "The worth at the time of award," as used in (i) and (ii) of this Section, is to be computed by allowing interest at the rate of ten percent (10%) per annum or the maximum rate permitted by law, whichever is less. "The worth, at the time of the award," as used in (iii) of this Section, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).
- B. Lessor, at any time after the occurrence of a Default described in Section 29.B, can cure the Default at Tenant's cost, provided Tenant has failed to cure such Default within the thirty (30) day notice period described in Section 29.B.
- C. Lessor, at any time after the occurrence of a Default described in Section 29.C, can cure the Default at Tenant's cost, provided Tenant has failed to cure such Default within the twenty-four (24) hour notice period described in Section 29.C or fails to diligently and in good faith continues to cure the Default as soon as reasonably possible.
- D. If Lessor at any time, by reason of Tenant's Default, pays any sum to cure a Default or does any act that requires the payment of any sum, the sum paid by Lessor will be due from Tenant to Lessor within thirty (30) days from the time the sum is paid, following written notice by Lessor to Tenant of the amount due. If such amount is not paid within thirty (30) days of the notice, the amount due will bear interest at the rate of ten percent (10%) per annum or the maximum rate permitted by law, whichever is less, from the date the sum is paid by Lessor until Lessor is completely reimbursed by Tenant. The amount due from Tenant, together with interest accrued thereon, is Additional Rent.



31. Destruction. Tenant shall notify Lessor in writing of any damage to the Premises resulting from fire, earthquake or any other event of a sudden, unexpected or unusual nature.
- A. Twenty-Five Percent or Less. In the event of damage to or destruction of any Improvement valued at twenty-five percent (25%) or less of the then- replacement value of the Improvement, Tenant shall repair or replace the Improvement and no rent abatement will apply.
- B. Greater than Twenty-Five Percent. In the event of damage to or destruction of any Improvement valued in excess of twenty-five percent (25%) of the then- replacement value of the Improvement, Tenant has the option to either terminate this Lease or to repair or replace the Improvement so it is in substantially the same condition as it was in immediately before such damage or destruction. Tenant shall give written notice of its election to Lessor within thirty (30) days of the date of the loss or destruction of the Improvement. If Tenant elects to terminate this Lease, this Lease shall terminate as of the date of Tenant's notice to Lessor. If Tenant elects to rebuild, Tenant is entitled to a proportionate reduction of Ground Rent (i) while repairs are being made, or (ii) for six months, whichever is less, unless Tenant is compensated by insurance for rent due Lessor, in which case no rent abatement will apply. The proportionate reduction in rent will be calculated by multiplying the monthly rent by a fraction, the numerator of which is the number of square feet that are unusable by the Tenant and the denominator of which is the total square feet in the Premises.

Tenant will have one hundred eighty (180) days to commence repair or restoration of the Improvements, and shall diligently pursue the completion of the repair or restoration.

32. Condemnation.
- A. If the whole or any part of the Premises is taken as a result of the exercise of the power of eminent domain or is conveyed to any entity having such power under threat of exercise thereof (both such actions being hereinafter referred to as "**Condemnation**"), this Lease will automatically terminate as to the portion taken as of the date physical possession is taken by the condemnor. The value of any damages to the remainder of the Premises sustained by Tenant and Lessor as a result of a Condemnation action will be determined by a court of law or by negotiation and agreement with the condemnor.
- B. If the remaining part of the Premises is not reasonably suitable for the use described in Section 10, Use of Premises, as reasonably determined by Tenant, this Lease may be terminated by either Lessor or Tenant through written notice to the other party within thirty (30) days of the condemning agency's adoption of a resolution of necessity (or such agency's equivalent determination), to condemn the whole or any portion of the Premises. If a Condemnation takes (i) twenty-five percent (25%) or more of the Premises, or (ii) the portion of the Premises

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providing Tenant access to the Site Improvements, Tenant may terminate this Lease by providing Lessor written notice within thirty (30) days of the condemning agency's adoption of a resolution of necessity (or such agency's equivalent determination), to condemn such portion of the Premises. If the remaining part of the Premises is reasonably suitable for the operation of the business described in Section 10, Use of Premises, as reasonably determined by Tenant, this Lease will continue in full force and effect as to such remaining part. If this Lease is not terminated as of the date of such Condemnation, Ground Rent will be reduced to an amount equal to the product of (i) the then-current Ground Rent multiplied by (ii) a fraction, the numerator of which is the number of square feet of the Premises remaining after such Condemnation, and the denominator of which is the number of square feet of the Premises prior to such Condemnation.

In the event that all or any part of the Premises is taken by Condemnation or conveyed in lieu thereof, both parties have the right to pursue a condemnation award against the condemning agency. To the extent allowed by law, Tenant is entitled to any award for lost business, the residual value of its leasehold interest, moving expenses, and the depreciated value of any fixtures or property improvements installed and not removed by Tenant. Lessor is entitled to all other amounts awarded, including but not limited to, all amounts awarded for land value. No claim made by or payment to Tenant will diminish or otherwise adversely affect Lessor's award. Provided the Lessor is not the condemning agency, Tenant will not have, and may not make, any claim against Lessor for any loss, damage or other matter arising out of any Condemnation.

33. Cancellation by Lessor. If Lessor requires the Premises for purposes other than a light industrial multi-tenant business park, Lessor may terminate this Lease with not less than twelve months' prior written notice to Tenant (the "**Material Change Termination Option**"). The written notice provided by Lessor will specify the date on which the Lease will terminate (the "**Termination Date**"). The Termination Date may not be sooner than the twenty-fifth (25th) anniversary of the Effective Date.

If Lessor exercises its Material Change Termination Option, Lessor shall pay Tenant an amount equal to (i) the value of Tenant's remaining interest in the Premises based on the fair market value of the remaining term of the Lease and any other relevant factors, and (ii) the then-existing fair market value of the Site Improvements (collectively, the "**Termination Value**"). Payment of the Termination Value is due within ten (10) days of the earlier to occur of (i) the Termination Date and (ii) Tenant's satisfaction of the return conditions set forth in Section 15. The Termination Value will be determined using the methodology set forth in Section 6.

Tenant has no right to recover the value of its Improvements in the event the Lease is terminated as a result of Tenant's Default or for any reason other than as specified in this Section.

By [Signature]

34. Financing of Leasehold Estate.

- A. Tenant's Right to Encumber. Subject to the conditions set forth below, Tenant may, at any time, encumber, at its discretion, all or any portion of its interest in the Lease, the leasehold estate, and the Site Improvements by mortgage (a "**Leasehold Mortgage**"). Tenant may each have only one Leasehold Mortgage outstanding at any time. Any Leasehold Mortgage will be subject and subordinate to all rights and interests of Lessor and will be a lien only on Tenant's interests in and to this Lease and the leasehold estate, and will not be a lien on Lessor's fee interest in the Premises or reversionary interest in the Site Improvements. Any Leasehold Mortgage is subject to the terms and provisions of this Lease and the holder of the Leasehold Mortgage (the "**Mortgagee**"), or anyone claiming by, through, or under the Mortgagee, will not, by virtue of the Leasehold Mortgage, acquire any greater rights hereunder than Tenant has under this Lease. Tenant shall deliver to Lessor copies of all documents recorded to evidence any and all Leasehold Mortgages and all notices of default received by Tenant from a Mortgagee. Tenant shall also cause the Mortgagee to deliver copies of default notices to Lessor, simultaneously upon mailing to Tenant.
- B. Tenant's Obligations. Tenant covenants and agrees to pay the indebtedness secured by a Leasehold Mortgage when the same becomes due and payable and to perform, when such performance is required, all obligations of the mortgagor thereunder. Tenant further agrees not to suffer or permit any default to occur and continue under a Leasehold Mortgage.
- C. Rights of Mortgagee. A Mortgagee may enforce its rights under its Leasehold Mortgage and acquire title to the Tenant's leasehold estate in any lawful way. Subject to this Lease, including without limitation, the "Use of Premises" and "Rent" provisions hereof, and all other terms, provisions and conditions of this Lease, upon foreclosure of such Leasehold Mortgage and the Director of Airports' receipt of a copy of the final judgment confirming the sale, the successor in interest may take possession of that portion of the leasehold estate subject to the Leasehold Mortgage. During such time as the Mortgagee or any successor in interest is the owner and holder of the leasehold estate and Tenant's interest hereunder, whether by foreclosure or otherwise, such interests are subject to all of the terms, conditions and provisions of this Lease.
- D. Rights of Mortgagee to Cure. Lessor shall provide Mortgagee with a copy of any notice of default served upon Tenant by Lessor, provided that Lessor has been notified in writing of the name and address of such Mortgagee. Lessor agrees that if Tenant fails to cure such default within the time provided for in this Lease, then the Mortgagee may have an additional thirty (30) days to cure such default, or if such default cannot be cured within that time, then Mortgagee may have an additional sixty (60) days to cure such default, if within such thirty (30) days, the Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default. If Mortgagee requires possession of the Premises in order to cure the default, then Mortgagee shall have such additional reasonable time to

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obtain possession of the Premises and to then cure the default as long as Mortgagee is taking reasonable steps to obtain possession or to complete such cure.

- E. Notice of Compliance. Upon written request by Tenant, Lessor shall execute, acknowledge, and deliver to Tenant or to any Mortgagee, a written statement stating (i) whether the Lease is unmodified and is in full force and effect, and if modified, whether the modified Lease is in full force and effect, and stating the nature of the modification, (ii) whether Lessor is aware of any Default by Tenant in the performance or observance of any term or condition of this Lease, (iii) whether any notice has been given to Tenant of any Default that has not been cured (and, if so, specifying the nature of the Default) and (iv) any other information reasonably requested of Lessor.

35. Non-Discrimination.

- A. Tenant hereby covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Department of Transportation (“DOT”) program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, (“49 CFR Part 21”), and as such regulations may be amended.
- B. Tenant hereby covenants and agrees: (i) that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of the Premises on the grounds of race, color, sex, or national origin; (ii) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, sex, or national origin; and (iii) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, as such regulations may be amended.
- C. In the event of a breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Lease and to re-enter and repossess the Premises and the facilities thereon. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including the expiration of any appeal rights.
- D. Tenant shall furnish its accommodations and services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.



- E. Noncompliance with subsection D. above constitutes a material breach thereof and, in the event of such noncompliance, Lessor has the right to terminate this Lease without liability therefore or, at the election of Lessor or the United States, either Lessor or the United States government, or both have the right to judicially enforce the provisions of subsection D.
- F. Tenant agrees that it shall insert the above subsections A through E in any sublease agreement by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations or services, or both to the public on the Premises.
- G. In the event Tenant employs anyone on the Premises or in connection with its activities on the Premises, Tenant assures that it will undertake an Affirmative Action program (as such term is defined by 14 CFR Part 152, Sub-part E (“**Sub-part E**”)), as required by Sub-part E to ensure that no person is excluded from participating in any employment activities covered by Sub-part E on the grounds of race, creed, color, national origin, or sex. Tenant assures Lessor that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Sub-part E. Tenant assures Lessor that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake Affirmative Action programs, and that they will require assurances from their suborganizations, as required by Sub-part E, to undertake the same effort.

36. Operation of Airport by Lessor.

- A. Aviation Hazards. Lessor shall take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, including preventing Tenant from constructing, or permitting the construction of, any building or other structure on the Premises that, in the opinion of Lessor or the Federal Aviation Administration, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- B. Navigational Aids. Lessor reserves the right during the Term of this Lease, during any renewal and/or extension or holdover period thereof to install air navigational aids including lighting, in, on, over, under, and across the Premises. In the exercise of any of the rights hereof, Lessor shall give Tenant no less than ninety (90) days written notice of its intention to install such air navigational aids. Following installation, Lessor is responsible for the maintenance and operation of such.

37. Airport Use and Development.

- A. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant and without interference or hindrance.

by [signature]

- B. Lessor reserves the right, but is not obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities at the Airport, together with the right to direct and control all activities of Tenant in this regard.
- C. This Lease is subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States, including but not limited to the Federal Aviation Administration, relative to the development, operation, and maintenance of the Airport.
- D. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight includes the right to cause in said airspace all noise inherent in the operation of any aircraft used for navigation or flight through said airspace, and all noise inherent in landing at, taking off from, and operations at the Airport.

38. Development of Premises.

- A. Tenant shall comply with the notification and review requirements covered by 14 CFR Part 77 of the Federal Aviation Regulations in connection with any construction, modification or alteration of any present or future building or structure situated on the Premises.
- B. Tenant may not cause or permit the construction of any structure or object, or the growth of any tree on the Premises, to exceed the established height contours. In the event the aforesaid covenants are breached, Lessor reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at Tenant's sole cost and expense.
- C. Tenant may not use or develop the Premises in any manner that might interfere with or otherwise constitute a hazard to the landing and taking off of aircraft from the Airport or otherwise constitute a hazard (an "Interference Hazard"). Upon learning of any Interference Hazard, Lessor may enter upon the Premises and cause the abatement of such Interference Hazard at the sole cost and expense of Tenant.
- D. Nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. § 40103) or to consent to future construction, modification or alteration.
- E. This Lease and all of its provisions are subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport by the United States during a time of war or national emergency.

39. Instrument of Transfer. This Lease shall be subordinate and subject to the provisions and requirements of the Instrument of Transfer by and between the United States and County dated the 9th day of October 1947, and recorded in Book 1137 at page 114 of Official Records of Contra Costa County, California.
40. Choice of Law. This Lease is governed by the laws of the State of California.
41. Notices. Any and all notices to be given under this Lease, or otherwise, may be served by enclosing same in a sealed envelope addressed to the party intended to receive the same, at its address set forth herein, and deposited in the United States Post Office as certified mail with postage prepaid. When so given, such notice will be effective from the third date of its mailing. Notices may also be given via a reputable overnight courier service, effective on the next business day following delivery of the notice to the courier service for next day business delivery. Unless otherwise provided in writing by the parties hereto, the address of Lessor, and the proper party to receive any such notices on its behalf, is:

Director of Airports
Contra Costa County Airports
550 Sally Ride Drive
Concord, CA 94520-5550

and the address of Tenant is:

Buchanan Field Self Storage, LP
380 Civic Drive, Suite 200C
Pleasant Hill, CA 94523
Attn: Arthur L. Lorenzini, Jr.

42. Time is of the Essence. Time is of the essence for each provision of this Lease.
43. Binding on Successors. The terms of this Lease inure to the benefit of and bind the heirs, successors, executors, administrators and assigns of the parties hereto, subject to the limitations on assignment of this Lease.
44. Invalid Provisions; Severability. It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision contained herein is held to be invalid by a court of competent jurisdiction, such invalidity does not invalidate any other covenant, condition or provision of this Lease, provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either Lessor or Tenant in their respective rights and obligations contained in the valid covenants, conditions and provisions of this Lease.
45. Entire Agreement. This Lease and all exhibits (which are incorporated herein and made a part of this Lease by this reference) referred to in this Lease constitute the entire agreement between the parties relating to the rights herein granted and the obligations

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herein assumed and supersedes all prior or contemporaneous understandings or agreements of the parties. No alterations or variations of this Lease are valid unless they are in writing and signed by Lessor and Tenant.

46. Cumulative Rights and Remedies. The rights and remedies with respect to any of the terms and conditions of this Lease are cumulative and not exclusive and are in addition to all other rights and remedies at law or in equity. Each right or remedy shall be construed to give it the fullest effect allowed in law.
47. No Third-Party Beneficiaries. Nothing in this Lease, express or implied, is intended to confer on any person, other than Lessor and Tenant and their respective successors-in-interest, any rights or remedies under or by reason of this Lease.
48. No Continuing Waiver. The waiver by Lessor of any breach of any of the terms or conditions of this Lease does not constitute a continuing waiver or a waiver of any subsequent breach of the same or of any other terms or conditions of this Lease. The receipt by Lessor of any Rent with knowledge of the breach of any term or condition of this Lease may not be deemed to be a waiver by Lessor, unless such waiver is specifically expressed in writing by the Director of Airports. No payment by Tenant or receipt by Lessor of a lesser amount than specified in this Lease may be deemed to be other than a payment on account of such Rent and may not be deemed to be a waiver of notice of termination and of forfeiture of this Lease.
49. Covenant Against Liens; Recordation Against Premises. Neither Tenant nor Lessor shall permit any mechanic's, materialman's, or other lien against the Premises, or the property of which the Premises forms a part, in connection with any labor, materials, or services furnished or claimed to have been furnished. If any such lien is filed against the Premises, or property of which the Premises forms a part, the party charged with causing the lien will cause the same to be discharged; provided however, that either party may contest any such lien, so long as the enforcement thereof is stayed.
50. Lease Authorization. This Lease is made and entered into by Lessor in exercise of authority as recognized in Section 25536 of the Government Code of the State of California.
51. Force Majeure. Except for monetary obligations, neither Lessor nor Tenant is responsible for delays in the performance of its obligations hereunder caused by labor disputes, acts of God, pandemic, inability to obtain labor or materials, governmental restrictions or regulations or delay in issuance of permits, enemy or hostile governmental action, civil commotion, casualty, and other causes beyond the reasonable control of Lessor or Tenant, as the case may be.

[Remainder of Page Intentionally Left Blank]



52. Drafting Conventions. The section headings and captions of this Lease are, and the arrangement of this Lease is, for the sole convenience of the parties to this Lease. The section headings, captions, and arrangement of this Lease do not in any way affect, limit, amplify or modify the terms and provisions of this Lease.

The Lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Lease and their counsel have read and reviewed this Lease and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Lease. The definitions in this Lease apply equally to both singular and plural forms of the terms defined.

If any date specified in this Lease as a date for taking action falls on a day that is not a business day, then that action must be taken on the next business day.

Tenant hereby represents and warrants that it is a limited partnership duly organized and validly existing under the laws of the State of California.

The parties are signing this Lease as of the Effective Date stated in the introductory paragraph.

LESSOR

CONTRA COSTA COUNTY, a political subdivision of the State of California .

By _____
Director of Airports

RECOMMENDED FOR APPROVAL:

By _____
Beth Lee
Assistant Director of Airports

APPROVED AS TO FORM:

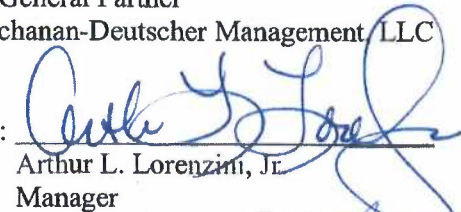
By Mary Ann McNett Mason, County Counsel


By _____
Kathleen M. Andrus,
Deputy County Counsel

TENANT

Buchanan Field Self Storage, a California limited partnership

By: Its General Partner
Buchanan-Deutscher Management LLC

By: 
Arthur L. Lorenzini, Jr.
Manager

By: 
Graham Deutscher
Manager

aj

EXHIBIT A
LEGAL DESCRIPTION

By [signature]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to in this Report is situated in the County of Contra Costa, City of Concord, State of California, and is described as follows:

Real property in the Rancho Monte del Diablo, Contra Costa County, California, being all of the parcel of land described in the Director's Deed to Contra Costa County, recorded July 21, 1995 at Series No. 95-118312, and also of the parcel of land described in the Deed to Contra Costa County, recorded July 22, 1958, in Volume 3197, at Page 346, and also a portion of the parcel of land described in the Deed to Contra Costa County, recorded August 21, 1958, in Volume 3215, at Page 100, Official Records of Contra Costa County, described as follows:

Beginning at the most Southern corner of the parcel of land described as Parcel 1 in the Deed to the State of California, recorded June 6, 1978, in Volume 8866, at Page 69, Official Records of said County; thence from the point of beginning, along the Southwesterly boundary of said Parcel 1 (8866 O.R. 69), North 48° 21' 10" West, 55.44 feet; and North 27° 17' 30" West, 50.40 feet; thence leaving said Southwesterly boundary of Parcel 1 (8866 O.R. 69), North 74° 08' 12" East, 856.34 feet to a point from which a radial line of a non-tangent curve, concave to the West, having a radius of 2,539.00 feet bears South 83° 37' 49" West; thence Southerly along the arc of said curve, through a central angle of 8° 00' 41", a distance of 355.02 feet, to a point from which a radial line of a compound curve, concave to the West, having a radius of 3,939.00 feet, bears North 88° 21' 30" West; thence Southerly along the arc of said curve, through a central angle of 0° 37' 08", a distance of 42.55 feet to a point from which a radial line of a compound curve concave to the Northwest, having a radius of 20.00 feet, bears North 87° 44' 22" West; thence Southerly, Southwesterly and Westerly along the arc of said curve, through a central angle of 83° 12' 34", a distance of 29.05 feet, to a point from which a radial line of a compound curve, concave to the North, having a radius of 451.00 feet, bears North 4° 31' 48" West; thence Westerly along the arc of said curve, through a central angle of 22° 12' 37", a distance of 174.83 feet; thence tangent to said curve, North 72° 19' 11" West, 194.01 feet; thence Northwesterly and Westerly along the arc of a tangent curve; concave to the South, having a radius of 530.00 feet, through a central angle of 34° 33' 41", a distance of 319.70 feet; thence, non-tangent to said curve, North 22° 17' 40" West, 48.91 feet to a point on the Southerly line of said Parcel 1 (8866 O.R. 69); thence along said Southerly line, South 67° 42' 20" West, 68.21 feet to the point of beginning.

APN: 125-210-012

EXHIBIT B
SITE PLAN

1 *WJ Hest*

SITE PLAN KEY NOTES

- ⊙ DRIVE KEY PAD
- ⊙ DOOR KEY PAD
- ⊙ DRIVE/DOOR GATE
- ⊙ ECT GATE
- ⊙ 8'-0" HIGH DECORATIVE CHAIN LINK FENCE WITH 4" RUSTIC POSTS
- ⊙ 30' WIDE x 8'-0" HIGH ACCESS GATE
- ⊙ TRASH ENCLOSURE (84-CYCLE)
- ⊙ TRASH ENCLOSURE (24-CYCLE)
- ⊙ 3'-0" CONCRETE SIDE WALK
- ⊙ PERVIOUS ASPHALT COVER
- ⊙ FLOOR THROUGH FLOOR
- ⊙ LANDSCAPED AREA
- ⊙ PROPERTY LINE
- ⊙ FLAG POLE
- ⊙ BICYCLE RACK, SEE DETAIL
- ⊙ TRANSFORMER
- ⊙ EDGE OF PAVEMENT
- ⊙ FIRE STANDBY SIGN LOCATION
- ⊙ FIRE TRUCK TURNING RADIUS - SEE CIVIL PLAN
- ⊙ 20' W' PARALLEL PARKING
- ⊙ NOT LEND
- ⊙ BOLLARD
- ⊙ GATE MOTOR
- ⊙ TV CARRIER STATION, SEE ELECTRICAL



VALLI
ARCHITECTURAL
GROUP

1516 OLYMPIA OAK COURT, SUITE D
PLEASANT HILL, CA 94523
PHONE: 925/835-4919
FAX: 925/835-4919
WWW.VALLIARCHITECT.COM

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CLIENT
CLAREMONT
HOMES, INC.

380 CIVIC DRIVE, STE 200-C
PLEASANT HILL, CA
94523

(510) 821-0112

PROJECT TITLE
CONCORD
AIRPORT
SELF STORAGE

SOLANO WAY & MARSH DR.
CONCORD, CA

SHEET TITLE

SITE PLAN

DATE	BY	CHKD

DRAWN/CHK BY: AV

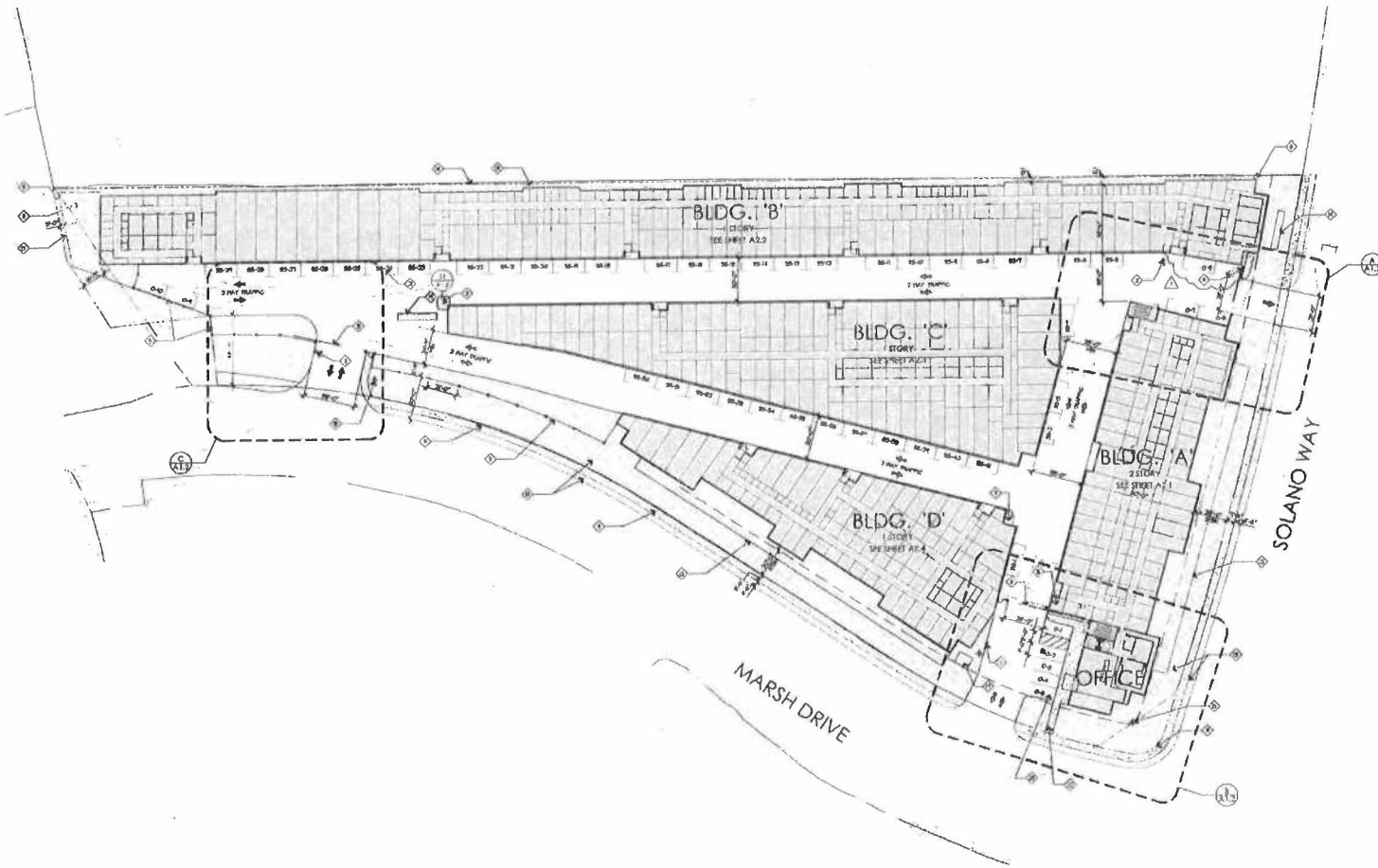
DATE: 10/11/21

JOB NO.: 2019-070

SHEET NUMBER

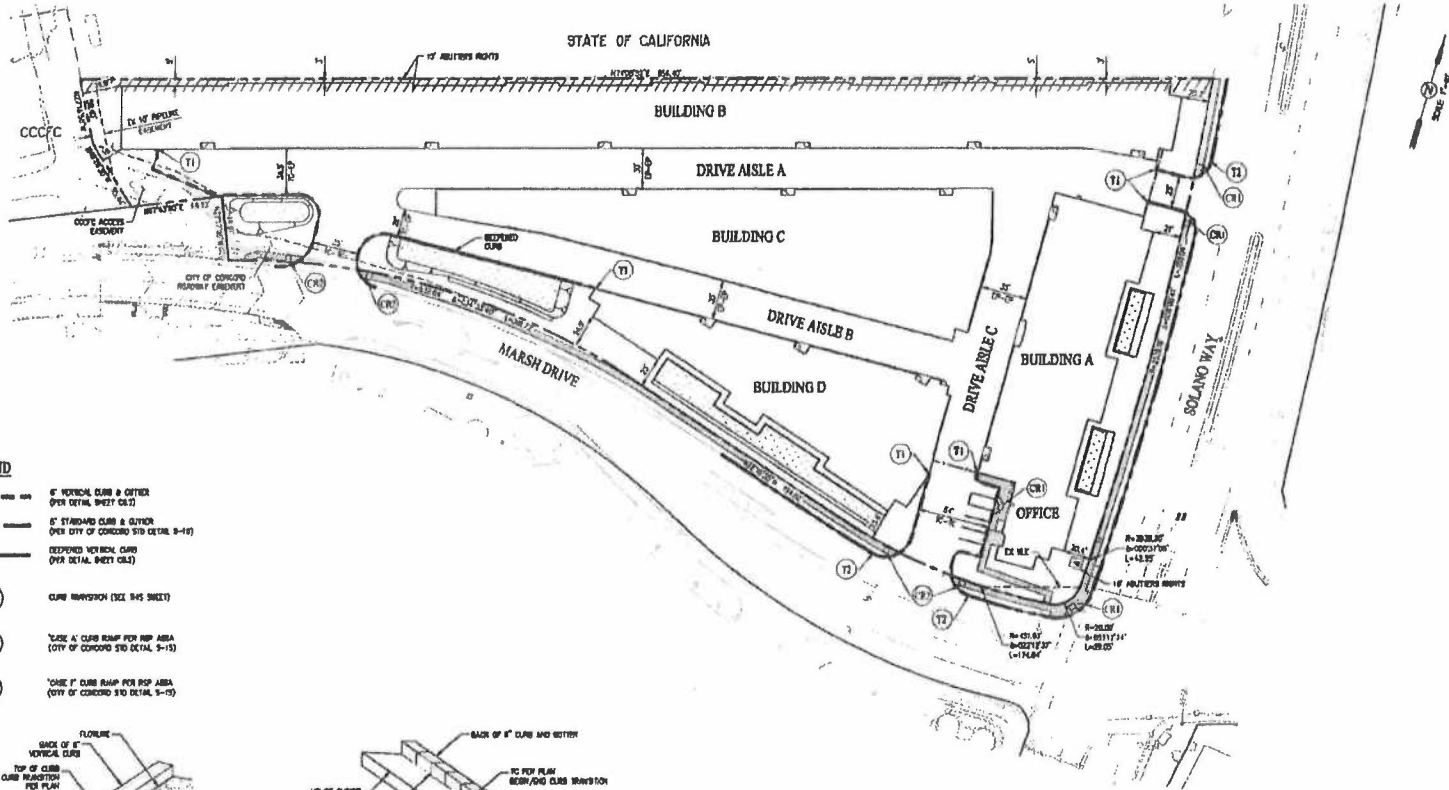
A1.1

STATE HWY 4



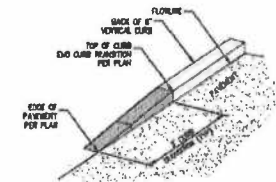
SITE PLAN
SCALE: 1/8" = 1'-0"



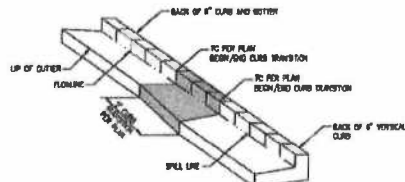


LEGEND

- 6" VERTICAL CURB & GUTTER
(PER DETAIL SHEET C&T)
- 6" STANDARD CURB & GUTTER
(PER CITY OF CONCORD STD DETAIL 9-11)
- DEEPENED VERTICAL CURB
(PER DETAIL SHEET C&T)
- (T#) CURB TRANSITION (SEE THIS SHEET)
- (CR1) "ONE" 4" CURB RAMP FOR RHP AREA
(CITY OF CONCORD STD DETAIL 9-13)
- (CR2) "ONE" 1" CURB RAMP FOR RHP AREA
(CITY OF CONCORD STD DETAIL 9-15)



T1 CURB TRANSITION DETAIL
(6" VERTICAL TO EDGE OF PAVEMENT)
NOT TO SCALE



T2 CURB TRANSITION DETAIL
(6" STANDARD CURB & GUTTER TO 6" VERTICAL)
NOT TO SCALE

OVERALL SITE PLAN

SCALE: 1" = 40'

REVIEWED BY: CITY OF CONCORD
FOR THE CITY ENGINEER DATE
PROJECT # 246602

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

DATE:	02/20/20
DRAWN BY:	CHW
CHECKED BY:	CHW
SCALE:	AS SHOWN
PROJECT:	149



CHUAN WANG • 00521707
REGISTERED PROFESSIONAL ENGINEER
CIVIL ENGINEERING • SURVEYING • PLANNING



CENTRAL COAST COUNTY
CALIFORNIA

IMPROVEMENT PLANS
OVERALL SITE PLAN

CONCORD APPROX. SELF STORAGE
CITY OF CONCORD

SHEET NUMBER
C1.0
OF 23
JOB NUMBER
3493-000

EXHIBIT C
ENVIRONMENTAL REPORT

WJ HSD



environmental service

by Papineau

December 30, 2021

Mr. Mike Conley
Claremont Homes, Inc.
380 Civic Drive Suite 200C
Pleasant Hill, CA 94523

sent via email to mike@Claremontco.com

Subject: Pre-Construction Soil Chemistry Screening of 4.53 Acres of Land (APN 125-210-012) along Solano Way between State Highway 4 and Marsh Drive in Concord, California (ES Project 2019-011.01)

Dear Mike:

Sixteen (16) soil samples were collected on December 15, 2021, using a hand auger. Samples were transferred to 8-ounce wide-mouth jars provided by the test laboratory, McCampbell Analytical, Inc. Four (4) samples for analysis of volatile organic compounds were collected in EnCore 5-gram samplers at locations A3, B2, C3, and D1.

Figure 1 illustrates the soil sample locations, which have been marked in the field with white PVC stakes. Locations of samples were selected for coverage of the site and were randomized. Sampling was not targeted on any particular area or feature. Sample depth was near-surface for all sixteen soil samples, in the depth interval 0.5 to 1 foot below grade surface (fbgs).

Each sample container was labeled with a unique field point identifier A1 through A4, B1 through B4, C1 through C4, or D1 through D4. For example, PRE-S-D1-1.0 refers to soil sample collected at field point D1, at an approximate depth of 1 fbgs, which is the depth at bottom of sample. PRE-S-D1-voc refers to the soil sample collected at field point D1 in a 5-gram EnCore sampler, which was submitted for analysis of volatile organic compounds only.

Samples were transported to McCampbell Analytical on December 16, 2021, under a Sample Chain-of-Custody. Instructions were provided on the Sample Chain-of-Custody in regard to compositing and target analytes, which include CAM17 metals, Total Petroleum Hydrocarbons (TPH) multi-range, and Volatile Organic Compounds (VOCs).

With the exception of the four samples intended for analysis of VOCs only and four additional samples re-logged for testing as discrete samples for lead only, sample composites were formed by the laboratory. Four (4) samples were combined at the laboratory to form each composite sample. Each composite sample was tested in accordance with U.S. EPA Methods as follows:

- CAM17 metals: Extraction Method 3050B/Analytical Method 6020
- TPH-diesel and motor oil- range: Extraction Method 3550B/Analytical Method 8015B
- TPH-gasoline range: Extraction Method 5035/Analytical Method 8021B/8015Bm

Each discrete sample PRE-S-A3-voc, PRE-S-B2-voc, PRE-S-C3-voc, and PRE-S-D1-voc collected in a 5-gram EnCore sampler was tested separately for Volatile Organic Compounds, using Extraction Method 5035 and Analytical Method 8260B. Samples PRE-S-A1-1.0, PRE-S-



Solano Way between State Highway 4 and Marsh Drive
Concord, California (ES Project 2019-011.01)

A2-0.7, PRE-S-A3-1.0, and PRE-S-A4-0.8 were re-logged and tested as discrete samples for lead only.

Test Results. Table 1 summarizes test results for metals, TPH, and VOCs. Metals test results indicate that any excess soil could be disposed as non-hazardous, Class III sanitary waste. Metals test results also are within California Regional Water Quality Control Board's (RWQCB) environmental screening levels (ESLs) for unrestricted (residential) land use, with the exception of sample PRE-S-A4-0.8 and arsenic. Reported arsenic levels are consistent with normally-occurring background levels of arsenic.

Among the samples re-logged for testing as individual samples for lead only, sample PRE-S-A4-0.8 was reported to have a lead concentration of 260 mg/Kg. The RWQCB's lead ESLs are 80 mg/Kg for unrestricted land use, 160 mg/Kg for construction worker health, and 320 mg/Kg for commercial or industrial land use. Lead concentrations, therefore, are consistent with the contemplated use of the site for a self-storage facility. Worker health and safety can be assured under a routine Worker Health & Safety Plan.

Composite sample PRE-S-A1/A2/A3/A4 was additionally tested for leachable lead using the California Waste Extraction Test (WET). The reported WET lead concentration was reported to be 2.5 mg/L. This level is lower than the Title 22 Soluble Threshold Limit Concentration (STLC), which is 5 mg/L. Reported test results are less than the Title 22 Total Threshold Limit Concentrations (TTLCs) and STLCs. Therefore, test results are consistent with non-hazardous waste profile characteristics.

For landfill disposal, many local landfills do not have limits for diesel-range and oil-range TPH. However, depending on the landfill, testing of aquatic toxicity may be required if significant TPH is present. As a practical matter, soil containing more than 50 mg/Kg as gasoline-range TPH (TPH-g) is regulated by Regulation 8, Rule 40, of the Bay Area Air Quality Management District, which limits allowable daily aeration of such soil. Soil containing TPH-g at 100-500 mg/Kg, or over, could be rejected by a landfill operator for odor. Test results indicate no detectable concentrations of VOCs at or above laboratory reporting limits and less-than-significant TPH concentrations that are well below these practical trigger limits.

Quality Assurance. The Quality Control Report indicates that results were generally within quality assurance criteria. Laboratory Control Samples were tested for each analyte and were within percentage recovery limits. Relative Percent Difference (RPD), reported for each analyte as a means of measuring reproducibility, were within RPD limits with a minor exception for 4-methyl-2-pentanone (MIBK) for which the RPD was just over 30%.

Thank you for the opportunity to provide this service to Claremont Homes Inc. If you have any questions or require clarifications, please contact me directly at (510) 331-5749 or by email.

Sincerely,

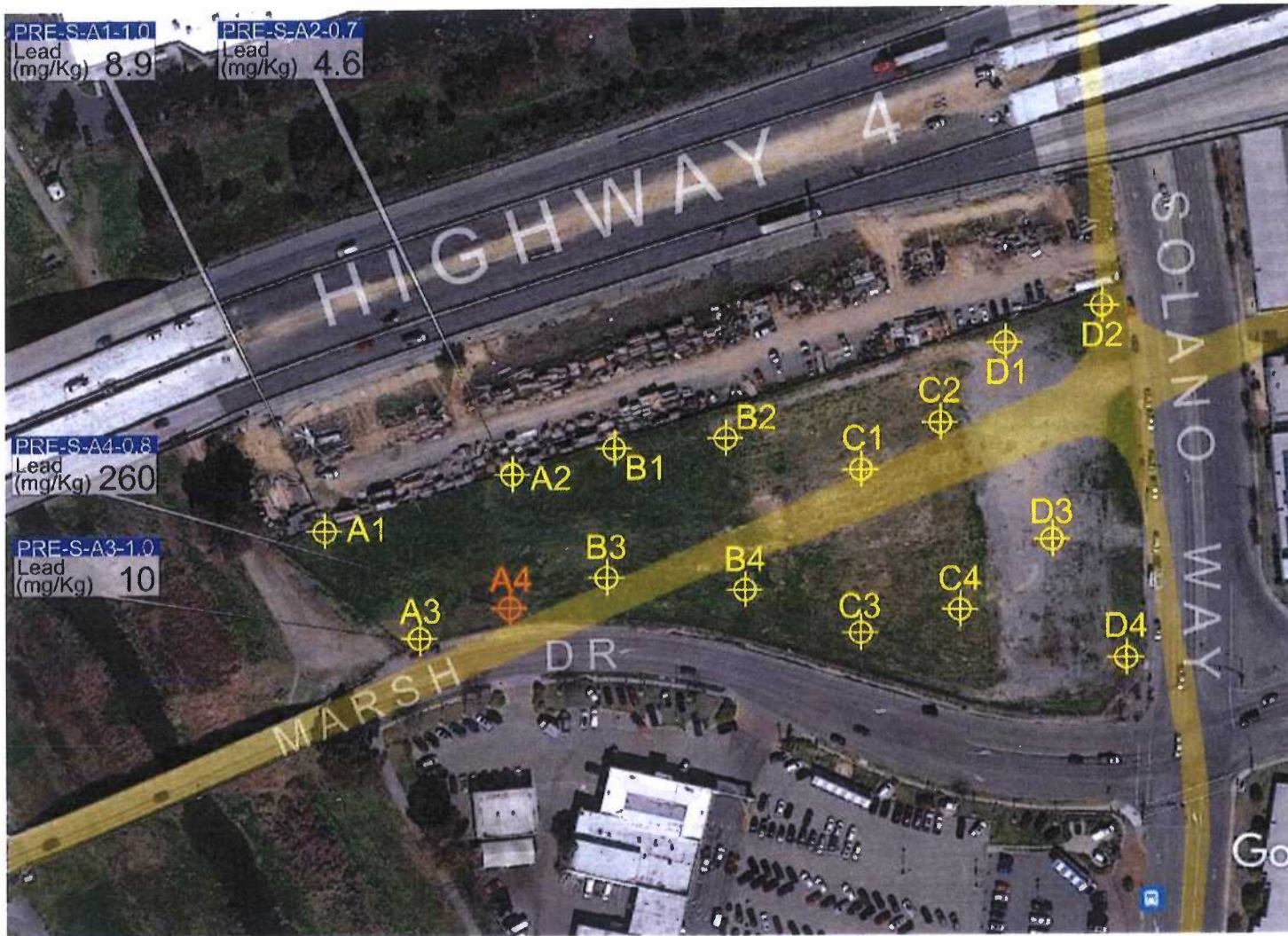
A handwritten signature in blue ink that reads "Marc Papineau".

Marc Papineau
Environmental Assessor
Project Manager

Attachments: Figure 1, Table 1, Laboratory Analytical Report

Figure 1
Soil Sample Locations

SR4-Solano Way
Concord, California



KEY



Shallow soil sample location
collected on December 15, 2021
0.5-1 fbg



1974 alignment of Highway 4
and Solano Way



TABLE 1
Soil Test Results

SR4-Solano Way in Concord, California, Sampled on December 15, 2021

Inorganic Metals	Waste Criteria			Soil Sample Bulk Concentrations (mg/Kg)				ESL-2019 Table S-1 (mg/Kg)
	STLC (mg/L)	TCLP (mg/L)	TTLC (mg/Kg)	PRE-S- A1/A2/A3/A4	PRE-S- B1/B2/B3/B4	PRE-S- C1/C2/C3/C4	PRE-S- D1/D2/D3/D4	
Antimony	15	---	500	ND (<0.50)	ND (<0.50)	ND (<0.50)	ND (<0.50)	11
Arsenic	5.0	5.0	500	4.6	3.6	4.7	4.3	0.067
Barium	100	100	10,000	98	83	92	83	15,000
Beryllium	0.75	---	75	ND (<0.50)	ND (<0.50)	0.50	ND (<0.50)	16
Cadmium	1.0	1.0	100	ND (<0.50)	ND (<0.50)	ND (<0.50)	ND (<0.50)	78
Chromium	5	5	2500	30	28	28	27	120,000 (III)
Cobalt	80	---	8000	9.8	8.4	9.3	8.4	23
Copper	25	---	2500	24	18	18	18	3,100
Lead	See below	See below	1000	70	9.1	5.7	11	80
Lead [WET]	[5.0]	---	---	2.5	NA	NA	NA	NA
Lead {TCLP}	---	{5.0}	---	<5	NA	NA	NA	NA
Mercury	0.2	0.2	20	0.053	ND (<0.050)	ND (<0.050)	ND (<0.050)	13
Molybdenum	350	---	3500	ND (<0.50)	ND (<0.50)	ND (<0.50)	ND (<0.50)	390
Nickel	20	---	2000	26	21	17	16	820
Selenium	1.0	1.0	100	ND (<0.50)	0.55	ND (<0.50)	ND (<0.50)	390
Silver	5	5	500	ND (<0.50)	ND (<0.50)	ND (<0.50)	ND (<0.50)	390
Thallium	7.0	---	700	ND (<0.50)	ND (<0.50)	ND (<0.50)	ND (<0.50)	0.78
Vanadium	24	---	2400	64	55	55	50	390
Zinc	250	---	5000	69	50	56	52	23,000
Petroleum Organics								
TPH-d (C10-23)	---	---	15,000*	ND (<2.0)	ND (<2.0)	7.3	ND (<2.0)	260
TPH-mo (C18-36)	---	---	15,000*	15	ND (<10)	49	ND (<10)	12,000
TPH-g (C6-12)	---	---	50*	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<1.0)	430
Volatile Organics				PRE-S-A3-voc	PRE-S-B2-voc	PRE-S-C3-voc	PRE-S-D1-voc	---
VOCs	---	---	---	none reported	none reported	none reported	none reported	varies
NOTES:								
* a practical trigger limit, not a TTLC [] WET result for lead (mg/L) RED font denotes a California hazardous waste GREEN font denotes a non-California hazardous waste NA Not analyzed or not applicable. Lead levels were so low that three of the four composite samples pass California WET due to 10-to-1 dilution and all four composite samples pass the federal TCLP due to 20-to-1 dilution, which are inherent in the WET and TCLP test procedures. SOURCE: McCampbell Analytical, December 30, 2021								



McC Campbell Analytical, Inc.

"When Quality Counts"

Analytical Report

WorkOrder: 2112981

Report Created for: Environmental Service

5789 Gold Creek Drive
Castro Valley, CA 94552

Project Contact: Marc Papineau

Project P.O.:

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Project Received: 12/16/2021

Analytical Report reviewed & approved for release on 12/30/2021 by:

Angela Rydelius
Laboratory Manager

The report shall not be reproduced except in full, without the written approval of the laboratory. The analytical results relate only to the items tested. Results reported conform to the most current NELAP standards, where applicable, unless otherwise stated in a case narrative.



1534 Willow Pass Rd. Pittsburg, CA 94565 ♦ TEL: (877) 252-9262 ♦ FAX: (925) 252-9269 ♦ www.mcccampbell.com

CA ELAP 1644 ♦ NELAP 4033 ORELAP



Glossary of Terms & Qualifier Definitions

Client: Environmental Service

WorkOrder: 2112981

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Glossary Abbreviation

%D	Serial Dilution Percent Difference
95% Interval	95% Confident Interval
CPT	Consumer Product Testing not NELAP Accredited
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test (Serial Dilution)
DUP	Duplicate
EDL	Estimated Detection Limit
ERS	External reference sample. Second source calibration verification.
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
LQL	Lowest Quantitation Level
MB	Method Blank
MB % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	Method Detection Limit
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
N/A	Not Applicable
ND	Not detected at or above the indicated MDL or RL
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PDSD	Post Digestion Spike Duplicate
PF	Prep Factor
RD	Relative Difference
RL	Reporting Limit (The RL is the lowest calibration standard in a multipoint calibration.)
RPD	Relative Percent Deviation
RRT	Relative Retention Time
SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
TZA	TimeZone Net Adjustment for sample collected outside of MAI's UTC.
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)



Glossary of Terms & Qualifier Definitions

Client: Environmental Service

WorkOrder: 2112981

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Analytical Qualifiers

- a9 Reporting limit near, but not identical to, our standard reporting limit due to variable Encore, Terracore, or Solid sample weight.
- e2 Diesel range compounds are detected; no recognizable pattern.
- e7 Oil range compounds are detected.

Quality Control Qualifiers

- F2 LCS/LCSD recovery and/or RPD/RSD is out of acceptance criteria.



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
 (Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A3-voc	2112981-001B	Soil	12/15/2021 15:57	GC16 12262109.D	235775

Analytes	Result	RL	DF	Date Analyzed
Acetone	ND	0.32	1	12/26/2021 12:24
tert-Amyl methyl ether (TAME)	ND	0.0081	1	12/26/2021 12:24
Benzene	ND	0.0081	1	12/26/2021 12:24
Bromobenzene	ND	0.0081	1	12/26/2021 12:24
Bromochloromethane	ND	0.0081	1	12/26/2021 12:24
Bromodichloromethane	ND	0.0016	1	12/26/2021 12:24
Bromoform	ND	0.0081	1	12/26/2021 12:24
Bromomethane	ND	0.0081	1	12/26/2021 12:24
2-Butanone (MEK)	ND	0.081	1	12/26/2021 12:24
t-Butyl alcohol (TBA)	ND	0.081	1	12/26/2021 12:24
n-Butyl benzene	ND	0.0081	1	12/26/2021 12:24
sec-Butyl benzene	ND	0.0081	1	12/26/2021 12:24
tert-Butyl benzene	ND	0.0081	1	12/26/2021 12:24
Carbon Disulfide	ND	0.0081	1	12/26/2021 12:24
Carbon Tetrachloride	ND	0.0081	1	12/26/2021 12:24
Chlorobenzene	ND	0.0081	1	12/26/2021 12:24
Chloroethane	ND	0.0081	1	12/26/2021 12:24
Chloroform	ND	0.0081	1	12/26/2021 12:24
Chloromethane	ND	0.0081	1	12/26/2021 12:24
2-Chlorotoluene	ND	0.0081	1	12/26/2021 12:24
4-Chlorotoluene	ND	0.0081	1	12/26/2021 12:24
Dibromochloromethane	ND	0.0081	1	12/26/2021 12:24
1,2-Dibromo-3-chloropropane	ND	0.00081	1	12/26/2021 12:24
1,2-Dibromoethane (EDB)	ND	0.00040	1	12/26/2021 12:24
Dibromomethane	ND	0.0081	1	12/26/2021 12:24
1,2-Dichlorobenzene	ND	0.0081	1	12/26/2021 12:24
1,3-Dichlorobenzene	ND	0.0081	1	12/26/2021 12:24
1,4-Dichlorobenzene	ND	0.0081	1	12/26/2021 12:24
Dichlorodifluoromethane	ND	0.0081	1	12/26/2021 12:24
1,1-Dichloroethane	ND	0.0081	1	12/26/2021 12:24
1,2-Dichloroethane (1,2-DCA)	ND	0.00040	1	12/26/2021 12:24
1,1-Dichloroethene	ND	0.0081	1	12/26/2021 12:24
cis-1,2-Dichloroethene	ND	0.0081	1	12/26/2021 12:24
trans-1,2 Dichloroethene	ND	0.0081	1	12/26/2021 12:24
1,2-Dichloropropane	ND	0.0081	1	12/26/2021 12:24
1,3-Dichloropropane	ND	0.0081	1	12/26/2021 12:24
2,2-Dichloropropane	ND	0.0081	1	12/26/2021 12:24

(Cont.)



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
 (Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A3-voc	2112981-001B	Soil	12/15/2021 15:57	GC16 12262109.D	235775
Analytes	Result	RL	DF	Date Analyzed	
1,1-Dichloropropene	ND	0.0081	1	12/26/2021 12:24	
cis-1,3-Dichloropropene	ND	0.0081	1	12/26/2021 12:24	
trans-1,3-Dichloropropene	ND	0.0081	1	12/26/2021 12:24	
Diisopropyl ether (DIPE)	ND	0.0081	1	12/26/2021 12:24	
Ethylbenzene	ND	0.0081	1	12/26/2021 12:24	
Ethyl tert-butyl ether (ETBE)	ND	0.0081	1	12/26/2021 12:24	
Freon 113	ND	0.0081	1	12/26/2021 12:24	
Hexachlorobutadiene	ND	0.0081	1	12/26/2021 12:24	
Hexachloroethane	ND	0.0081	1	12/26/2021 12:24	
2-Hexanone	ND	0.0081	1	12/26/2021 12:24	
Isopropylbenzene	ND	0.0081	1	12/26/2021 12:24	
4-Isopropyl toluene	ND	0.0081	1	12/26/2021 12:24	
Methyl-t-butyl ether (MTBE)	ND	0.0081	1	12/26/2021 12:24	
Methylene chloride	ND	0.032	1	12/26/2021 12:24	
4-Methyl-2-pentanone (MIBK)	ND	0.0081	1	12/26/2021 12:24	
Naphthalene	ND	0.0081	1	12/26/2021 12:24	
n-Propyl benzene	ND	0.0081	1	12/26/2021 12:24	
Styrene	ND	0.0081	1	12/26/2021 12:24	
1,1,1,2-Tetrachloroethane	ND	0.0081	1	12/26/2021 12:24	
1,1,2,2-Tetrachloroethane	ND	0.0081	1	12/26/2021 12:24	
Tetrachloroethene	ND	0.0081	1	12/26/2021 12:24	
Toluene	ND	0.0081	1	12/26/2021 12:24	
1,2,3-Trichlorobenzene	ND	0.0081	1	12/26/2021 12:24	
1,2,4-Trichlorobenzene	ND	0.0081	1	12/26/2021 12:24	
1,1,1-Trichloroethane	ND	0.0081	1	12/26/2021 12:24	
1,1,2-Trichloroethane	ND	0.0081	1	12/26/2021 12:24	
Trichloroethene	ND	0.0081	1	12/26/2021 12:24	
Trichlorofluoromethane	ND	0.0081	1	12/26/2021 12:24	
1,2,3-Trichloropropane	ND	0.00040	1	12/26/2021 12:24	
1,2,4-Trimethylbenzene	ND	0.0081	1	12/26/2021 12:24	
1,3,5-Trimethylbenzene	ND	0.0081	1	12/26/2021 12:24	
Vinyl Chloride	ND	0.00040	1	12/26/2021 12:24	
m,p-Xylene	ND	0.0081	1	12/26/2021 12:24	
o-Xylene	ND	0.0081	1	12/26/2021 12:24	
Xylenes, Total	ND	0.0081	1	12/26/2021 12:24	

(Cont.)



Analytical Report

Client: Environmental Service	WorkOrder: 2112981
Date Received: 12/16/2021 16:40	Extraction Method: SW5035
Date Prepared: 12/16/2021	Analytical Method: SW8260B
Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A3-voc	2112981-001B	Soil	12/15/2021 15:57	GC16 12262109.D	235775

Analytes	Result	RL	DF	Date Analyzed
<u>Surrogates</u>	<u>REC (%)</u>		<u>Limits</u>	
Dibromofluoromethane	87		70-140	12/26/2021 12:24
Toluene-d8	93		70-140	12/26/2021 12:24
4-BFB	97		70-140	12/26/2021 12:24
Benzene-d6	82		50-140	12/26/2021 12:24
Ethylbenzene-d10	94		50-140	12/26/2021 12:24
1,2-DCB-d4	79		40-140	12/26/2021 12:24

Analyst(s): KF

Analytical Comments: a9



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
 (Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-B2-voc	2112981-002B	Soil	12/15/2021 15:29	GC16 12262110.D	235775

Analytes	Result	RL	DF	Date Analyzed
Acetone	ND	0.37	1	12/26/2021 13:05
tert-Amyl methyl ether (TAME)	ND	0.0093	1	12/26/2021 13:05
Benzene	ND	0.0093	1	12/26/2021 13:05
Bromobenzene	ND	0.0093	1	12/26/2021 13:05
Bromochloromethane	ND	0.0093	1	12/26/2021 13:05
Bromodichloromethane	ND	0.0019	1	12/26/2021 13:05
Bromoform	ND	0.0093	1	12/26/2021 13:05
Bromomethane	ND	0.0093	1	12/26/2021 13:05
2-Butanone (MEK)	ND	0.093	1	12/26/2021 13:05
t-Butyl alcohol (TBA)	ND	0.093	1	12/26/2021 13:05
n-Butyl benzene	ND	0.0093	1	12/26/2021 13:05
sec-Butyl benzene	ND	0.0093	1	12/26/2021 13:05
tert-Butyl benzene	ND	0.0093	1	12/26/2021 13:05
Carbon Disulfide	ND	0.012	1	12/26/2021 13:05
Carbon Tetrachloride	ND	0.0093	1	12/26/2021 13:05
Chlorobenzene	ND	0.0093	1	12/26/2021 13:05
Chloroethane	ND	0.0093	1	12/26/2021 13:05
Chloroform	ND	0.0093	1	12/26/2021 13:05
Chloromethane	ND	0.0093	1	12/26/2021 13:05
2-Chlorotoluene	ND	0.0093	1	12/26/2021 13:05
4-Chlorotoluene	ND	0.0093	1	12/26/2021 13:05
Dibromochloromethane	ND	0.0093	1	12/26/2021 13:05
1,2-Dibromo-3-chloropropane	ND	0.00093	1	12/26/2021 13:05
1,2-Dibromoethane (EDB)	ND	0.00046	1	12/26/2021 13:05
Dibromomethane	ND	0.0093	1	12/26/2021 13:05
1,2-Dichlorobenzene	ND	0.0093	1	12/26/2021 13:05
1,3-Dichlorobenzene	ND	0.0093	1	12/26/2021 13:05
1,4-Dichlorobenzene	ND	0.0093	1	12/26/2021 13:05
Dichlorodifluoromethane	ND	0.0093	1	12/26/2021 13:05
1,1-Dichloroethane	ND	0.0093	1	12/26/2021 13:05
1,2-Dichloroethane (1,2-DCA)	ND	0.00046	1	12/26/2021 13:05
1,1-Dichloroethene	ND	0.0093	1	12/26/2021 13:05
cis-1,2-Dichloroethene	ND	0.0093	1	12/26/2021 13:05
trans-1,2-Dichloroethene	ND	0.0093	1	12/26/2021 13:05
1,2-Dichloropropane	ND	0.0093	1	12/26/2021 13:05
1,3-Dichloropropane	ND	0.0093	1	12/26/2021 13:05
2,2-Dichloropropane	ND	0.0093	1	12/26/2021 13:05

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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
 (Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-B2-voc	2112981-002B	Soil	12/15/2021 15:29	GC10 12202110.D	235775
Analytes	Result	RL	DF	Date Analyzed	
1,1-Dichloropropene	ND	0.0093	1	12/26/2021 13:05	
cis-1,3-Dichloropropene	ND	0.0093	1	12/26/2021 13:05	
trans-1,3-Dichloropropene	ND	0.0093	1	12/26/2021 13:05	
Diisopropyl ether (DIPE)	ND	0.0093	1	12/26/2021 13:05	
Ethylbenzene	ND	0.0093	1	12/26/2021 13:05	
Ethyl tert-butyl ether (ETBE)	ND	0.0093	1	12/26/2021 13:05	
Freon 113	ND	0.0093	1	12/26/2021 13:05	
Hexachlorobutadiene	ND	0.0093	1	12/26/2021 13:05	
Hexachloroethane	ND	0.0093	1	12/26/2021 13:05	
2-Hexanone	ND	0.0093	1	12/26/2021 13:05	
Isopropylbenzene	ND	0.0093	1	12/26/2021 13:05	
4-Isopropyl toluene	ND	0.0093	1	12/26/2021 13:05	
Methyl-t-butyl ether (MTBE)	ND	0.0093	1	12/26/2021 13:05	
Methylene chloride	ND	0.037	1	12/26/2021 13:05	
4-Methyl-2-pentanone (MIBK)	ND	0.0093	1	12/26/2021 13:05	
Naphthalene	ND	0.0093	1	12/26/2021 13:05	
n-Propyl benzene	ND	0.0093	1	12/26/2021 13:05	
Styrene	ND	0.0093	1	12/26/2021 13:05	
1,1,1,2-Tetrachloroethane	ND	0.0093	1	12/26/2021 13:05	
1,1,2,2-Tetrachloroethane	ND	0.0093	1	12/26/2021 13:05	
Tetrachloroethene	ND	0.0093	1	12/26/2021 13:05	
Toluene	ND	0.0093	1	12/26/2021 13:05	
1,2,3-Trichlorobenzene	ND	0.0093	1	12/26/2021 13:05	
1,2,4-Trichlorobenzene	ND	0.0093	1	12/26/2021 13:05	
1,1,1-Trichloroethane	ND	0.0093	1	12/26/2021 13:05	
1,1,2-Trichloroethane	ND	0.0093	1	12/26/2021 13:05	
Trichloroethene	ND	0.0093	1	12/26/2021 13:05	
Trichlorofluoromethane	ND	0.0093	1	12/26/2021 13:05	
1,2,3-Trichloropropane	ND	0.00046	1	12/26/2021 13:05	
1,2,4-Trimethylbenzene	ND	0.0093	1	12/26/2021 13:05	
1,3,5-Trimethylbenzene	ND	0.0093	1	12/26/2021 13:05	
Vinyl Chloride	ND	0.00046	1	12/26/2021 13:05	
m,p-Xylene	ND	0.0093	1	12/26/2021 13:05	
o-Xylene	ND	0.0093	1	12/26/2021 13:05	
Xylenes, Total	ND	0.0093	1	12/26/2021 13:05	

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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
 (Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-B2-voc	2112981-002B	Soil	12/15/2021 15:29	GC16 12262110.D	235775

Analytes	Result	RL	DF	Date Analyzed
Surrogates	REC (%)	Limits		
Dibromofluoromethane	90	70-140		12/26/2021 13:05
Toluene-d8	93	70-140		12/26/2021 13:05
4-BFB	96	70-140		12/26/2021 13:05
Benzene-d6	88	50-140		12/26/2021 13:05
Ethylbenzene-d10	98	50-140		12/26/2021 13:05
1,2-DCB-d4	80	40-140		12/26/2021 13:05

Analyst(s): KF

Analytical Comments: a9



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-C3-voc	2112981-003B	Soil	12/15/2021 14:48	GC16 12262111.D	235775

Analytes	Result	RL	DF	Date Analyzed
Acetone	ND	0.33	1	12/26/2021 13:44
tert-Amyl methyl ether (TAME)	ND	0.0081	1	12/26/2021 13:44
Benzene	ND	0.0081	1	12/26/2021 13:44
Bromobenzene	ND	0.0081	1	12/26/2021 13:44
Bromochloromethane	ND	0.0081	1	12/26/2021 13:44
Bromodichloromethane	ND	0.0016	1	12/26/2021 13:44
Bromoform	ND	0.0081	1	12/26/2021 13:44
Bromomethane	ND	0.0081	1	12/26/2021 13:44
2-Butanone (MEK)	ND	0.081	1	12/26/2021 13:44
t-Butyl alcohol (TBA)	ND	0.081	1	12/26/2021 13:44
n-Butyl benzene	ND	0.0081	1	12/26/2021 13:44
sec-Butyl benzene	ND	0.0081	1	12/26/2021 13:44
tert-Butyl benzene	ND	0.0081	1	12/26/2021 13:44
Carbon Disulfide	ND	0.0088	1	12/26/2021 13:44
Carbon Tetrachloride	ND	0.0081	1	12/26/2021 13:44
Chlorobenzene	ND	0.0081	1	12/26/2021 13:44
Chloroethane	ND	0.0081	1	12/26/2021 13:44
Chloroform	ND	0.0081	1	12/26/2021 13:44
Chloromethane	ND	0.0081	1	12/26/2021 13:44
2-Chlorotoluene	ND	0.0081	1	12/26/2021 13:44
4-Chlorotoluene	ND	0.0081	1	12/26/2021 13:44
Dibromochloromethane	ND	0.0081	1	12/26/2021 13:44
1,2-Dibromo-3-chloropropane	ND	0.00081	1	12/26/2021 13:44
1,2-Dibromoethane (EDB)	ND	0.00041	1	12/26/2021 13:44
Dibromomethane	ND	0.0081	1	12/26/2021 13:44
1,2-Dichlorobenzene	ND	0.0081	1	12/26/2021 13:44
1,3-Dichlorobenzene	ND	0.0081	1	12/26/2021 13:44
1,4-Dichlorobenzene	ND	0.0081	1	12/26/2021 13:44
Dichlorodifluoromethane	ND	0.0081	1	12/26/2021 13:44
1,1-Dichloroethane	ND	0.0081	1	12/26/2021 13:44
1,2-Dichloroethane (1,2-DCA)	ND	0.00041	1	12/26/2021 13:44
1,1-Dichloroethene	ND	0.0081	1	12/26/2021 13:44
cis-1,2-Dichloroethene	ND	0.0081	1	12/26/2021 13:44
trans-1,2-Dichloroethene	ND	0.0081	1	12/26/2021 13:44
1,2-Dichloropropane	ND	0.0081	1	12/26/2021 13:44
1,3-Dichloropropane	ND	0.0081	1	12/26/2021 13:44
2,2-Dichloropropane	ND	0.0081	1	12/26/2021 13:44

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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-C3-voc	2112981-003B	Soil	12/15/2021 14:48	GC16 12262111.D	235775

Analytes	Result	RL	DF	Date Analyzed
1,1-Dichloropropene	ND	0.0081	1	12/26/2021 13:44
cis-1,3-Dichloropropene	ND	0.0081	1	12/26/2021 13:44
trans-1,3-Dichloropropene	ND	0.0081	1	12/26/2021 13:44
Diisopropyl ether (DIPE)	ND	0.0081	1	12/26/2021 13:44
Ethylbenzene	ND	0.0081	1	12/26/2021 13:44
Ethyl tert-butyl ether (ETBE)	ND	0.0081	1	12/26/2021 13:44
Freon 113	ND	0.0081	1	12/26/2021 13:44
Hexachlorobutadiene	ND	0.0081	1	12/26/2021 13:44
Hexachloroethane	ND	0.0081	1	12/26/2021 13:44
2-Hexanone	ND	0.0081	1	12/26/2021 13:44
Isopropylbenzene	ND	0.0081	1	12/26/2021 13:44
4-Isopropyl toluene	ND	0.0081	1	12/26/2021 13:44
Methyl-t-butyl ether (MTBE)	ND	0.0081	1	12/26/2021 13:44
Methylene chloride	ND	0.033	1	12/26/2021 13:44
4-Methyl-2-pentanone (MIBK)	ND	0.0081	1	12/26/2021 13:44
Naphthalene	ND	0.0081	1	12/26/2021 13:44
n-Propyl benzene	ND	0.0081	1	12/26/2021 13:44
Styrene	ND	0.0081	1	12/26/2021 13:44
1,1,1,2-Tetrachloroethane	ND	0.0081	1	12/26/2021 13:44
1,1,2,2-Tetrachloroethane	ND	0.0081	1	12/26/2021 13:44
Tetrachloroethene	ND	0.0081	1	12/26/2021 13:44
Toluene	ND	0.0081	1	12/26/2021 13:44
1,2,3-Trichlorobenzene	ND	0.0081	1	12/26/2021 13:44
1,2,4-Trichlorobenzene	ND	0.0081	1	12/26/2021 13:44
1,1,1-Trichloroethane	ND	0.0081	1	12/26/2021 13:44
1,1,2-Trichloroethane	ND	0.0081	1	12/26/2021 13:44
Trichloroethene	ND	0.0081	1	12/26/2021 13:44
Trichlorofluoromethane	ND	0.0081	1	12/26/2021 13:44
1,2,3-Trichloropropane	ND	0.00041	1	12/26/2021 13:44
1,2,4-Trimethylbenzene	ND	0.0081	1	12/26/2021 13:44
1,3,5-Trimethylbenzene	ND	0.0081	1	12/26/2021 13:44
Vinyl Chloride	ND	0.00041	1	12/26/2021 13:44
m,p-Xylene	ND	0.0081	1	12/26/2021 13:44
o-Xylene	ND	0.0081	1	12/26/2021 13:44
Xylenes, Total	ND	0.0081	1	12/26/2021 13:44

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Analytical Report

Client: Environmental Service	WorkOrder: 2112981
Date Received: 12/16/2021 16:40	Extraction Method: SW5035
Date Prepared: 12/16/2021	Analytical Method: SW8260B
Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-C3-voc	2112981-003B	Soil	12/15/2021 14:48	GC16 12262111.D	235775

Analytes	Result	RL	DF	Date Analyzed
<u>Surrogates</u>	<u>REC (%)</u>	<u>Limits</u>		
Dibromofluoromethane	86	70-140		12/26/2021 13:44
Toluene-d8	95	70-140		12/26/2021 13:44
4-BFB	97	70-140		12/26/2021 13:44
Benzene-d6	92	50-140		12/26/2021 13:44
Ethylbenzene-d10	109	50-140		12/26/2021 13:44
1,2-DCB-d4	85	40-140		12/26/2021 13:44

Analyst(s): KF

Analytical Comments: a9



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
 (Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-D1-voc	2112981-004B	Soil	12/15/2021 13:51	GC16 12262112.D	235775
Analytes	Result	RL	DF	Date Analyzed	
Acetone	ND	0.49	1	12/26/2021 14:24	
tert-Amyl methyl ether (TAME)	ND	0.012	1	12/26/2021 14:24	
Benzene	ND	0.012	1	12/26/2021 14:24	
Bromobenzene	ND	0.012	1	12/26/2021 14:24	
Bromochloromethane	ND	0.012	1	12/26/2021 14:24	
Bromodichloromethane	ND	0.0024	1	12/26/2021 14:24	
Bromoform	ND	0.012	1	12/26/2021 14:24	
Bromomethane	ND	0.012	1	12/26/2021 14:24	
2-Butanone (MEK)	ND	0.12	1	12/26/2021 14:24	
t-Butyl alcohol (TBA)	ND	0.12	1	12/26/2021 14:24	
n-Butyl benzene	ND	0.012	1	12/26/2021 14:24	
sec-Butyl benzene	ND	0.012	1	12/26/2021 14:24	
tert-Butyl benzene	ND	0.012	1	12/26/2021 14:24	
Carbon Disulfide	ND	0.013	1	12/26/2021 14:24	
Carbon Tetrachloride	ND	0.012	1	12/26/2021 14:24	
Chlorobenzene	ND	0.012	1	12/26/2021 14:24	
Chloroethane	ND	0.012	1	12/26/2021 14:24	
Chloroform	ND	0.012	1	12/26/2021 14:24	
Chloromethane	ND	0.012	1	12/26/2021 14:24	
2-Chlorotoluene	ND	0.012	1	12/26/2021 14:24	
4-Chlorotoluene	ND	0.012	1	12/26/2021 14:24	
Dibromochloromethane	ND	0.012	1	12/26/2021 14:24	
1,2-Dibromo-3-chloropropane	ND	0.0012	1	12/26/2021 14:24	
1,2-Dibromoethane (EDB)	ND	0.00061	1	12/26/2021 14:24	
Dibromomethane	ND	0.012	1	12/26/2021 14:24	
1,2-Dichlorobenzene	ND	0.012	1	12/26/2021 14:24	
1,3-Dichlorobenzene	ND	0.012	1	12/26/2021 14:24	
1,4-Dichlorobenzene	ND	0.012	1	12/26/2021 14:24	
Dichlorodifluoromethane	ND	0.012	1	12/26/2021 14:24	
1,1-Dichloroethane	ND	0.012	1	12/26/2021 14:24	
1,2-Dichloroethane (1,2-DCA)	ND	0.00061	1	12/26/2021 14:24	
1,1-Dichloroethene	ND	0.012	1	12/26/2021 14:24	
cis-1,2-Dichloroethene	ND	0.012	1	12/26/2021 14:24	
trans-1,2-Dichloroethene	ND	0.012	1	12/26/2021 14:24	
1,2-Dichloropropane	ND	0.012	1	12/26/2021 14:24	
1,3-Dichloropropane	ND	0.012	1	12/26/2021 14:24	
2,2-Dichloropropane	ND	0.012	1	12/26/2021 14:24	

(Cont.)



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-D1-voc	2112981-004B	Soil	12/15/2021 13:51	GC16 12262112.D	235775
Analytes	Result	RL	DF	Date Analyzed	
1,1-Dichloropropene	ND	0.012	1	12/26/2021 14:24	
cis-1,3-Dichloropropene	ND	0.012	1	12/26/2021 14:24	
trans-1,3-Dichloropropene	ND	0.012	1	12/26/2021 14:24	
Diisopropyl ether (DIPE)	ND	0.012	1	12/26/2021 14:24	
Ethylbenzene	ND	0.012	1	12/26/2021 14:24	
Ethyl tert-butyl ether (ETBE)	ND	0.012	1	12/26/2021 14:24	
Freon 113	ND	0.012	1	12/26/2021 14:24	
Hexachlorobutadiene	ND	0.012	1	12/26/2021 14:24	
Hexachloroethane	ND	0.012	1	12/26/2021 14:24	
2-Hexanone	ND	0.012	1	12/26/2021 14:24	
Isopropylbenzene	ND	0.012	1	12/26/2021 14:24	
4-Isopropyl toluene	ND	0.012	1	12/26/2021 14:24	
Methyl-t-butyl ether (MTBE)	ND	0.012	1	12/26/2021 14:24	
Methylene chloride	ND	0.049	1	12/26/2021 14:24	
4-Methyl-2-pentanone (MIBK)	ND	0.012	1	12/26/2021 14:24	
Naphthalene	ND	0.012	1	12/26/2021 14:24	
n-Propyl benzene	ND	0.012	1	12/26/2021 14:24	
Styrene	ND	0.012	1	12/26/2021 14:24	
1,1,1,2-Tetrachloroethane	ND	0.012	1	12/26/2021 14:24	
1,1,2,2-Tetrachloroethane	ND	0.012	1	12/26/2021 14:24	
Tetrachloroethene	ND	0.012	1	12/26/2021 14:24	
Toluene	ND	0.012	1	12/26/2021 14:24	
1,2,3-Trichlorobenzene	ND	0.012	1	12/26/2021 14:24	
1,2,4-Trichlorobenzene	ND	0.012	1	12/26/2021 14:24	
1,1,1-Trichloroethane	ND	0.012	1	12/26/2021 14:24	
1,1,2-Trichloroethane	ND	0.012	1	12/26/2021 14:24	
Trichloroethene	ND	0.012	1	12/26/2021 14:24	
Trichlorofluoromethane	ND	0.012	1	12/26/2021 14:24	
1,2,3-Trichloropropane	ND	0.00061	1	12/26/2021 14:24	
1,2,4-Trimethylbenzene	ND	0.012	1	12/26/2021 14:24	
1,3,5-Trimethylbenzene	ND	0.012	1	12/26/2021 14:24	
Vinyl Chloride	ND	0.00061	1	12/26/2021 14:24	
m,p-Xylene	ND	0.012	1	12/26/2021 14:24	
o-Xylene	ND	0.012	1	12/26/2021 14:24	
Xylenes, Total	ND	0.012	1	12/26/2021 14:24	

(Cont.)



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
 (Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg

Volatile Organics [Encore Sampling]

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-D1-voc	2112981-004B	Soil	12/15/2021 13:51	GC16 12262112.D	235775
<u>Analytes</u>	<u>Result</u>		<u>RL</u>	<u>DF</u>	<u>Date Analyzed</u>
<u>Surrogates</u>	<u>REC (%)</u>		<u>Limits</u>		
Dibromofluoromethane	90		70-140		12/26/2021 14:24
Toluene-d8	95		70-140		12/26/2021 14:24
4-BFB	99		70-140		12/26/2021 14:24
Benzene-d6	88		50-140		12/26/2021 14:24
Ethylbenzene-d10	98		50-140		12/26/2021 14:24
1,2-DCB-d4	79		40-140		12/26/2021 14:24
Analyst(s): KF			Analytical Comments: a9		



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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/17/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A1/A2/A3/A4	2112981-001A	Soil	12/15/2021 16:04	ICP-MS4 215SMPL.d	235753

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.50	1	12/20/2021 17:57
Arsenic	4.6	0.50	1	12/20/2021 17:57
Barium	98	5.0	1	12/20/2021 17:57
Beryllium	ND	0.50	1	12/20/2021 17:57
Cadmium	ND	0.50	1	12/20/2021 17:57
Chromium	30	0.50	1	12/20/2021 17:57
Cobalt	9.8	0.50	1	12/20/2021 17:57
Copper	24	0.50	1	12/20/2021 17:57
Lead	70	0.50	1	12/20/2021 17:57
Mercury	0.053	0.050	1	12/20/2021 17:57
Molybdenum	ND	0.50	1	12/20/2021 17:57
Nickel	26	0.50	1	12/20/2021 17:57
Selenium	ND	0.50	1	12/20/2021 17:57
Silver	ND	0.50	1	12/20/2021 17:57
Thallium	ND	0.50	1	12/20/2021 17:57
Vanadium	64	0.50	1	12/20/2021 17:57
Zinc	69	5.0	1	12/20/2021 17:57

Surrogates	REC (%)	Limits	Date Analyzed
Terbium	107	70-130	12/20/2021 17:57

Analyst(s): AL

(Cont.)



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/17/2021
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-B1/B2/B3/B4	2112981-002A	Soil	12/15/2021 15:29	ICP-MS4 216SMPL.d	235753

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.50	1	12/20/2021 18:01
Arsenic	3.6	0.50	1	12/20/2021 18:01
Barium	83	5.0	1	12/20/2021 18:01
Beryllium	ND	0.50	1	12/20/2021 18:01
Cadmium	ND	0.50	1	12/20/2021 18:01
Chromium	28	0.50	1	12/20/2021 18:01
Cobalt	8.4	0.50	1	12/20/2021 18:01
Copper	18	0.50	1	12/20/2021 18:01
Lead	9.1	0.50	1	12/20/2021 18:01
Mercury	ND	0.050	1	12/20/2021 18:01
Molybdenum	ND	0.50	1	12/20/2021 18:01
Nickel	21	0.50	1	12/20/2021 18:01
Selenium	0.55	0.50	1	12/20/2021 18:01
Silver	ND	0.50	1	12/20/2021 18:01
Thallium	ND	0.50	1	12/20/2021 18:01
Vanadium	55	0.50	1	12/20/2021 18:01
Zinc	50	5.0	1	12/20/2021 18:01

Surrogates	REC (%)	Limits	Date Analyzed
Terbium	105	70-130	12/20/2021 18:01

Analyst(s): AL

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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/17/2021
Project: 2019-011.01; Concord Airport Self Storage
 (Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-C1/C2/C3/C4	2112981-003A	Soil	12/15/2021 14:48	ICP-MS4 217SMPL.d	235753
<u>Analytes</u>	<u>Result</u>		<u>RL</u>	<u>DF</u>	<u>Date Analyzed</u>
Antimony	ND		0.50	1	12/20/2021 18:05
Arsenic	4.7		0.50	1	12/20/2021 18:05
Barium	92		5.0	1	12/20/2021 18:05
Beryllium	0.50		0.50	1	12/20/2021 18:05
Cadmium	ND		0.50	1	12/20/2021 18:05
Chromium	28		0.50	1	12/20/2021 18:05
Cobalt	9.3		0.50	1	12/20/2021 18:05
Copper	18		0.50	1	12/20/2021 18:05
Lead	5.7		0.50	1	12/20/2021 18:05
Mercury	ND		0.050	1	12/20/2021 18:05
Molybdenum	ND		0.50	1	12/20/2021 18:05
Nickel	17		0.50	1	12/20/2021 18:05
Selenium	ND		0.50	1	12/20/2021 18:05
Silver	ND		0.50	1	12/20/2021 18:05
Thallium	ND		0.50	1	12/20/2021 18:05
Vanadium	55		0.50	1	12/20/2021 18:05
Zinc	56		5.0	1	12/20/2021 18:05
<u>Surrogates</u>	<u>REC (%)</u>		<u>Limits</u>		
Terbium	108		70-130		12/20/2021 18:05
<u>Analyst(s):</u> AL					

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CA ELAP 1644 • NELAP 4033ORELAP



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/17/2021
Project: 2019-011.01; Concord Airport Self Storage
 (Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-D1/D2/D3/D4	2112981-004A	Soil	12/15/2021 14:22	ICP-MS4 218SMPL.d	235753
<u>Analytes</u>	<u>Result</u>		<u>RL</u>	<u>DF</u>	<u>Date Analyzed</u>
Antimony	ND		0.50	1	12/20/2021 18:09
Arsenic	4.3		0.50	1	12/20/2021 18:09
Barium	83		5.0	1	12/20/2021 18:09
Beryllium	ND		0.50	1	12/20/2021 18:09
Cadmium	ND		0.50	1	12/20/2021 18:09
Chromium	27		0.50	1	12/20/2021 18:09
Cobalt	8.4		0.50	1	12/20/2021 18:09
Copper	18		0.50	1	12/20/2021 18:09
Lead	11		0.50	1	12/20/2021 18:09
Mercury	ND		0.050	1	12/20/2021 18:09
Molybdenum	ND		0.50	1	12/20/2021 18:09
Nickel	16		0.50	1	12/20/2021 18:09
Selenium	ND		0.50	1	12/20/2021 18:09
Silver	ND		0.50	1	12/20/2021 18:09
Thallium	ND		0.50	1	12/20/2021 18:09
Vanadium	50		0.50	1	12/20/2021 18:09
Zinc	52		5.0	1	12/20/2021 18:09
<u>Surrogates</u>	<u>REC (%)</u>		<u>Limits</u>		
Terbium	105		70-130		12/20/2021 18:09
<u>Analyst(s):</u> AL					



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Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
 (Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8021B/8015Bm
Unit: mg/Kg

Gasoline Range (C6-C12) Volatile Hydrocarbons as Gasoline with BTEX and MTBE

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A1/A2/A3/A4	2112981-001A	Soil	12/15/2021 16:04	GC7 12202125.D	235726

Analytes	Result	RL	DF	Date Analyzed
TPH(g) (C6-C12)	ND	1.0	1	12/20/2021 23:41
MTBE	---	0.050	1	12/20/2021 23:41
Benzene	---	0.0050	1	12/20/2021 23:41
Toluene	---	0.0050	1	12/20/2021 23:41
Ethylbenzene	---	0.0050	1	12/20/2021 23:41
m,p-Xylene	---	0.010	1	12/20/2021 23:41
o-Xylene	---	0.0050	1	12/20/2021 23:41
Xylenes	---	0.0050	1	12/20/2021 23:41

Surrogates	REC (%)	Limits	Date Analyzed
2-Fluorotoluene	92	62-126	12/20/2021 23:41

Analyst(s): IA

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-B1/B2/B3/B4	2112981-002A	Soil	12/15/2021 15:29	GC7 12202126.D	235726

Analytes	Result	RL	DF	Date Analyzed
TPH(g) (C6-C12)	ND	1.0	1	12/21/2021 00:11
MTBE	---	0.050	1	12/21/2021 00:11
Benzene	---	0.0050	1	12/21/2021 00:11
Toluene	---	0.0050	1	12/21/2021 00:11
Ethylbenzene	---	0.0050	1	12/21/2021 00:11
m,p-Xylene	---	0.010	1	12/21/2021 00:11
o-Xylene	---	0.0050	1	12/21/2021 00:11
Xylenes	---	0.0050	1	12/21/2021 00:11

Surrogates	REC (%)	Limits	Date Analyzed
2-Fluorotoluene	84	62-126	12/21/2021 00:11

Analyst(s): IA

(Cont.)



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
 (Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW5035
Analytical Method: SW8021B/8015Bm
Unit: mg/Kg

Gasoline Range (C6-C12) Volatile Hydrocarbons as Gasoline with BTEX and MTBE

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-C1/C2/C3/C4	2112981-003A	Soil	12/15/2021 14:48	GC7 12202129.D	235726
<u>Analytes</u>	<u>Result</u>		<u>RL</u>	<u>DF</u>	<u>Date Analyzed</u>
TPH(g) (C6-C12)	ND		1.0	1	12/21/2021 01:40
MTBE	---		0.050	1	12/21/2021 01:40
Benzene	---		0.0050	1	12/21/2021 01:40
Toluene	---		0.0050	1	12/21/2021 01:40
Ethylbenzene	---		0.0050	1	12/21/2021 01:40
m,p-Xylene	---		0.010	1	12/21/2021 01:40
o-Xylene	---		0.0050	1	12/21/2021 01:40
Xylenes	---		0.0050	1	12/21/2021 01:40
<u>Surrogates</u>	<u>REC (%)</u>		<u>Limits</u>		
2-Fluorotoluene	86		62-126		12/21/2021 01:40
<u>Analyst(s):</u> IA					

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-D1/D2/D3/D4	2112981-004A	Soil	12/15/2021 14:22	GC7 12202131.D	235761
<u>Analytes</u>	<u>Result</u>		<u>RL</u>	<u>DF</u>	<u>Date Analyzed</u>
TPH(g) (C6-C12)	ND		1.0	1	12/21/2021 02:39
MTBE	---		0.050	1	12/21/2021 02:39
Benzene	---		0.0050	1	12/21/2021 02:39
Toluene	---		0.0050	1	12/21/2021 02:39
Ethylbenzene	---		0.0050	1	12/21/2021 02:39
m,p-Xylene	---		0.010	1	12/21/2021 02:39
o-Xylene	---		0.0050	1	12/21/2021 02:39
Xylenes	---		0.0050	1	12/21/2021 02:39
<u>Surrogates</u>	<u>REC (%)</u>		<u>Limits</u>		
2-Fluorotoluene	86		62-126		12/21/2021 02:39
<u>Analyst(s):</u> IA					



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/16/2021
Project: 2019-011.01; Concord Airport Self Storage
 (Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW3550B
Analytical Method: SW8015B
Unit: mg/Kg

Total Extractable Petroleum Hydrocarbons w/out SG Clean-Up

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A1/A2/A3/A4	2112981-001A	Soil	12/15/2021 16:04	GC6B 12222181.D	235725

Analytes	Result	RL	DF	Date Analyzed
TPH-Diesel (C10-C23)	ND	2.0	1	12/23/2021 12:24
TPH-Motor Oil (C18-C36)	15	10	1	12/23/2021 12:24

Surrogates	REC (%)	Limits	Date Analyzed
C9	103	70-130	12/23/2021 12:24

Analyst(s): JIS

Analytical Comments: e7

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-B1/B2/B3/B4	2112981-002A	Soil	12/15/2021 15:29	GC6B 12222125.D	235725

Analytes	Result	RL	DF	Date Analyzed
TPH-Diesel (C10-C23)	ND	2.0	1	12/22/2021 17:50
TPH-Motor Oil (C18-C36)	ND	10	1	12/22/2021 17:50

Surrogates	REC (%)	Limits	Date Analyzed
C9	97	70-130	12/22/2021 17:50

Analyst(s): JIS

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-C1/C2/C3/C4	2112981-003A	Soil	12/15/2021 14:48	GC6A 12222158.D	235760

Analytes	Result	RL	DF	Date Analyzed
TPH-Diesel (C10-C23)	7.3	2.0	1	12/23/2021 04:15
TPH-Motor Oil (C18-C36)	49	10	1	12/23/2021 04:15

Surrogates	REC (%)	Limits	Date Analyzed
C9	96	70-130	12/23/2021 04:15

Analyst(s): JIS

Analytical Comments: e2,e7

(Cont.)



Analytical Report

Client: Environmental Service	WorkOrder: 2112981
Date Received: 12/16/2021 16:40	Extraction Method: SW3550B
Date Prepared: 12/16/2021	Analytical Method: SW8015B
Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Unit: mg/Kg

Total Extractable Petroleum Hydrocarbons w/out SG Clean-Up

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-D1/D2/D3/D4	2112981-004A	Soil	12/15/2021 14:22	GC6B 12222179.D	235760
<u>Analytes</u>	<u>Result</u>		<u>RL</u>	<u>DF</u>	<u>Date Analyzed</u>
TPH-Diesel (C10-C23)	ND		2.0	1	12/23/2021 11:45
TPH-Motor Oil (C18-C36)	ND		10	1	12/23/2021 11:45
<u>Surrogates</u>	<u>REC (%)</u>		<u>Limits</u>		
C9	101		70-130		12/23/2021 11:45
<u>Analyst(s):</u> JIS					



Quality Control Report

Client: Environmental Service
Date Prepared: 12/16/2021
Date Analyzed: 12/26/2021
Instrument: GC18
Matrix: Soil
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
BatchID: 235775
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg
Sample ID: MB/LCS/LCSD-235775

QC Summary Report for SW8260B (Encore)

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
Acetone	ND	0.240	0.400	-	-	-
tert-Amyl methyl ether (TAME)	ND	0.00150	0.0100	-	-	-
Benzene	ND	0.00170	0.0100	-	-	-
Bromobenzene	ND	0.00180	0.0100	-	-	-
Bromochloromethane	ND	0.00180	0.0100	-	-	-
Bromodichloromethane	ND	0.000350	0.00200	-	-	-
Bromoform	ND	0.00780	0.0100	-	-	-
Bromomethane	ND	0.00500	0.0100	-	-	-
2-Butanone (MEK)	ND	0.0460	0.100	-	-	-
l-Butyl alcohol (TBA)	ND	0.0210	0.100	-	-	-
n-Butyl benzene	ND	0.00280	0.0100	-	-	-
sec-Butyl benzene	ND	0.00300	0.0100	-	-	-
tert-Butyl benzene	ND	0.00340	0.0100	-	-	-
Carbon Disulfide	ND	0.00300	0.0100	-	-	-
Carbon Tetrachloride	ND	0.000320	0.0100	-	-	-
Chlorobenzene	ND	0.00170	0.0100	-	-	-
Chloroethane	ND	0.00320	0.0100	-	-	-
Chloroform	ND	0.000690	0.0100	-	-	-
Chloromethane	ND	0.00340	0.0100	-	-	-
2-Chlorotoluene	ND	0.00260	0.0100	-	-	-
4-Chlorotoluene	ND	0.00200	0.0100	-	-	-
Dibromochloromethane	ND	0.00260	0.0100	-	-	-
1,2-Dibromo-3-chloropropane	ND	0.000980	0.00100	-	-	-
1,2-Dibromoethane (EDB)	ND	0.000240	0.000500	-	-	-
Dibromomethane	ND	0.00190	0.0100	-	-	-
1,2-Dichlorobenzene	ND	0.00460	0.0100	-	-	-
1,3-Dichlorobenzene	ND	0.00200	0.0100	-	-	-
1,4-Dichlorobenzene	ND	0.00200	0.0100	-	-	-
Dichlorodifluoromethane	ND	0.00340	0.0100	-	-	-
1,1-Dichloroethane	ND	0.00160	0.0100	-	-	-
1,2-Dichloroethane (1,2-DCA)	ND	0.000280	0.000500	-	-	-
1,1-Dichloroethene	ND	0.000300	0.0100	-	-	-
cis-1,2-Dichloroethene	ND	0.00150	0.0100	-	-	-
trans-1,2-Dichloroethene	ND	0.00240	0.0100	-	-	-
1,2-Dichloropropane	ND	0.00160	0.0100	-	-	-
1,3-Dichloropropane	ND	0.00200	0.0100	-	-	-
2,2-Dichloropropane	ND	0.00240	0.0100	-	-	-
1,1-Dichloropropene	ND	0.00190	0.0100	-	-	-

(Cont.)



Quality Control Report

Client:	Environmental Service	WorkOrder:	2112981
Date Prepared:	12/16/2021	BatchID:	235775
Date Analyzed:	12/26/2021	Extraction Method:	SW5035
Instrument:	GC18	Analytical Method:	SW8260B
Matrix:	Soil	Unit:	mg/Kg
Project:	2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID:	MB/LCS/LCSD-235775

QC Summary Report for SW8260B (Encore)

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
cis-1,3-Dichloropropene	ND	0.00130	0.0100	-	-	-
trans-1,3-Dichloropropene	ND	0.00240	0.0100	-	-	-
Diisopropyl ether (DIPE)	ND	0.00160	0.0100	-	-	-
Ethylbenzene	ND	0.00220	0.0100	-	-	-
Ethyl tert-butyl ether (ETBE)	ND	0.00150	0.0100	-	-	-
Freon 113	ND	0.00220	0.0100	-	-	-
Hexachlorobutadiene	ND	0.00240	0.0100	-	-	-
Hexachloroethane	ND	0.00130	0.0100	-	-	-
2-Hexanone	ND	0.00860	0.0100	-	-	-
Isopropylbenzene	ND	0.00280	0.0100	-	-	-
4-Isopropyl toluene	ND	0.00260	0.0100	-	-	-
Methyl-t-butyl ether (MTBE)	ND	0.00280	0.0100	-	-	-
Methylene chloride	ND	0.0180	0.0400	-	-	-
4-Methyl-2-pentanone (MIBK)	ND	0.00300	0.0100	-	-	-
Naphthalene	ND	0.00440	0.0100	-	-	-
n-Propyl benzene	ND	0.00320	0.0100	-	-	-
Styrene	ND	0.00340	0.0100	-	-	-
1,1,1,2-Tetrachloroethane	ND	0.00200	0.0100	-	-	-
1,1,2,2-Tetrachloroethane	ND	0.000560	0.0100	-	-	-
Tetrachloroethene	ND	0.000620	0.0100	-	-	-
Toluene	ND	0.00260	0.0100	-	-	-
1,2,3-Trichlorobenzene	ND	0.00340	0.0100	-	-	-
1,2,4-Trichlorobenzene	ND	0.00240	0.0100	-	-	-
1,1,1-Trichloroethane	ND	0.00170	0.0100	-	-	-
1,1,2-Trichloroethane	ND	0.00270	0.0100	-	-	-
Trichloroethene	ND	0.00160	0.0100	-	-	-
Trichlorofluoromethane	ND	0.00260	0.0100	-	-	-
1,2,3-Trichloropropane	ND	0.000300	0.000500	-	-	-
1,2,4-Trimethylbenzene	ND	0.00640	0.0100	-	-	-
1,3,5-Trimethylbenzene	ND	0.00240	0.0100	-	-	-
Vinyl Chloride	ND	0.000260	0.000500	-	-	-
m,p-Xylene	ND	0.00500	0.0100	-	-	-
o-Xylene	ND	0.00240	0.0100	-	-	-

(Cont.)



Quality Control Report

Client:	Environmental Service	WorkOrder:	2112981
Date Prepared:	12/16/2021	BatchID:	235775
Date Analyzed:	12/26/2021	Extraction Method:	SW5035
Instrument:	GC18	Analytical Method:	SW8260B
Matrix:	Soil	Unit:	mg/Kg
Project:	2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID:	MB/LCS/LCSD-235775

QC Summary Report for SW8260B (Encore)

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
Surrogate Recovery						
Dibromofluoromethane	0.186			0.25	74	60-140
Toluene-d8	0.236			0.25	94	60-140
4-BFB	0.0233			0.025	93	60-140
Benzene-d6	0.212			0.2	106	70-140
Ethylbenzene-d10	0.228			0.2	114	70-140
1,2-DCB-d4	0.166			0.2	83	70-140

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Quality Control Report

Client: Environmental Service
Date Prepared: 12/16/2021
Date Analyzed: 12/26/2021
Instrument: GC18
Matrix: Soil
Project: 2019-011.01; Concord Airport Self Storage
 (Claremont Homes Inc.)

WorkOrder: 2112981
BatchID: 235775
Extraction Method: SW5035
Analytical Method: SW8260B
Unit: mg/Kg
Sample ID: MB/LCS/LCSD-235775

QC Summary Report for SW8260B (Encore)

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Acetone	0.396	0.432	0.40	99	108	60-140	8.59	30
tert-Amyl methyl ether (TAME)	0.0266	0.0281	0.040	66	70	50-140	5.63	30
Benzene	0.0305	0.0321	0.040	76	80	60-140	5.25	30
Bromobenzene	0.0363	0.0385	0.040	91	96	60-140	6.02	30
Bromochloromethane	0.0320	0.0335	0.040	80	84	60-140	4.44	30
Bromodichloromethane	0.0288	0.0302	0.040	72	75	60-140	4.64	30
Bromoform	0.0268	0.0279	0.040	67	70	40-140	4.11	30
Bromomethane	0.0255	0.0256	0.040	64	64	30-140	0.386	30
2-Butanone (MEK)	0.181	0.189	0.16	113	118	60-140	4.30	30
t-Butyl alcohol (TBA)	0.139	0.138	0.16	87	86	50-140	0.651	30
n-Butyl benzene	0.0477	0.0494	0.040	119	123	60-170	3.55	30
sec-Butyl benzene	0.0469	0.0493	0.040	117	123	60-140	5.10	30
tert-Butyl benzene	0.0447	0.0473	0.040	112	118	60-140	5.67	30
Carbon Disulfide	0.0326	0.0347	0.040	82	87	40-140	6.06	30
Carbon Tetrachloride	0.0327	0.0351	0.040	82	88	60-140	7.08	30
Chlorobenzene	0.0321	0.0347	0.040	80	87	60-140	7.90	30
Chloroethane	0.0306	0.0329	0.040	76	82	40-140	7.37	30
Chloroform	0.0299	0.0316	0.040	75	79	60-140	5.44	30
Chloromethane	0.0272	0.0286	0.040	68	72	20-140	5.00	30
2-Chlorotoluene	0.0416	0.0439	0.040	104	110	60-140	5.43	30
4-Chlorotoluene	0.0378	0.0402	0.040	95	100	60-140	5.95	30
Dibromochloromethane	0.0329	0.0353	0.040	82	88	50-140	7.16	30
1,2-Dibromo-3-chloropropane	0.0160	0.0156	0.020	80	78	30-140	2.35	30
1,2-Dibromoethane (EDB)	0.0160	0.0172	0.020	80	86	30-140	7.29	30
Dibromomethane	0.0295	0.0323	0.040	74	81	60-140	9.02	30
1,2-Dichlorobenzene	0.0306	0.0306	0.040	77	76	60-140	0.220	30
1,3-Dichlorobenzene	0.0362	0.0375	0.040	90	94	60-140	3.50	30
1,4-Dichlorobenzene	0.0334	0.0343	0.040	83	86	60-140	2.66	30
Dichlorodifluoromethane	0.0142	0.0152	0.040	36	38	10-140	6.32	30
1,1-Dichloroethane	0.0303	0.0327	0.040	76	82	60-140	7.60	30
1,2-Dichloroethane (1,2-DCA)	0.0285	0.0301	0.040	71	75	60-140	5.50	30
1,1-Dichloroethene	0.0315	0.0332	0.040	79	83	60-140	5.52	30
cis-1,2-Dichloroethene	0.0276	0.0290	0.040	69	72	60-140	4.62	30
trans-1,2-Dichloroethene	0.0296	0.0317	0.040	74	79	60-140	6.77	30
1,2-Dichloropropane	0.0304	0.0322	0.040	76	80	60-140	5.64	30
1,3-Dichloropropane	0.0343	0.0378	0.040	86	95	60-140	9.72	30
2,2-Dichloropropane	0.0364	0.0358	0.040	91	90	60-140	1.56	30
1,1-Dichloropropene	0.0330	0.0345	0.040	82	86	60-140	4.52	30

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Quality Control Report

Client: Environmental Service	WorkOrder: 2112981
Date Prepared: 12/16/2021	BatchID: 235775
Date Analyzed: 12/26/2021	Extraction Method: SW5035
Instrument: GC18	Analytical Method: SW8260B
Matrix: Soil	Unit: mg/Kg
Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID: MB/LCS/LCSD-235775

QC Summary Report for SW8260B (Encore)

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
cis-1,3-Dichloropropene	0.0379	0.0408	0.040	95	102	60-140	7.42	30
trans-1,3-Dichloropropene	0.0359	0.0382	0.040	90	96	60-140	6.20	30
Diisopropyl ether (DIPE)	0.0294	0.0309	0.040	74	77	60-140	5.06	30
Ethylbenzene	0.0350	0.0382	0.040	88	95	60-140	8.60	30
Ethyl tert-butyl ether (ETBE)	0.0292	0.0303	0.040	73	76	50-140	3.60	30
Freon 113	0.0294	0.0315	0.040	74	79	40-140	6.76	30
Hexachlorobutadiene	0.0395	0.0381	0.040	99	95	60-140	3.63	30
Hexachloroethane	0.0393	0.0402	0.040	98	100	60-140	2.29	30
2-Hexanone	0.0331	0.0310	0.040	83	78	40-140	6.35	30
Isopropylbenzene	0.0461	0.0492	0.040	115	123	60-140	6.52	30
4-Isopropyl toluene	0.0438	0.0468	0.040	110	117	60-140	6.39	30
Methyl-t-butyl ether (MTBE)	0.0296	0.0312	0.040	74	78	50-140	5.09	30
Methylene chloride	0.0303	0.0324	0.040	76	81	60-140	6.47	30
4-Methyl-2-pentanone (MIBK)	0.0305	0.0315	0.040	76	79	50-140	3.27	30
Naphthalene	0.0294	0.0210	0.040	74	52	30-140	33.5,F2	30
n-Propyl benzene	0.0454	0.0489	0.040	114	122	60-140	7.46	30
Styrene	0.0310	0.0323	0.040	77	81	60-140	4.20	30
1,1,1,2-Tetrachloroethane	0.0338	0.0363	0.040	85	91	60-140	7.01	30
1,1,2,2-Tetrachloroethane	0.0308	0.0308	0.040	77	77	20-140	0.0568	30
Tetrachloroethene	0.0327	0.0362	0.040	82	90	60-140	10.1	30
Toluene	0.0338	0.0368	0.040	84	92	60-140	8.72	30
1,2,3-Trichlorobenzene	0.0273	0.0220	0.040	68	55	40-140	21.4	30
1,2,4-Trichlorobenzene	0.0317	0.0283	0.040	79	71	50-140	11.3	30
1,1,1-Trichloroethane	0.0320	0.0337	0.040	80	84	60-140	5.19	30
1,1,2-Trichloroethane	0.0335	0.0360	0.040	84	90	60-140	7.23	30
Trichloroethene	0.0382	0.0404	0.040	95	101	60-140	5.85	30
Trichlorofluoromethane	0.0307	0.0326	0.040	77	82	40-140	5.95	30
1,2,3-Trichloropropane	0.0198	0.0207	0.020	99	103	30-140	4.01	30
1,2,4-Trimethylbenzene	0.0408	0.0432	0.040	102	108	60-140	5.71	30
1,3,5-Trimethylbenzene	0.0430	0.0452	0.040	107	113	60-140	5.07	30
Vinyl Chloride	0.0129	0.0138	0.020	65	69	30-140	6.90	30
m,p-Xylene	0.0675	0.0730	0.080	84	91	60-140	7.85	30
o-Xylene	0.0321	0.0339	0.040	80	85	60-140	5.46	30

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Quality Control Report

Client:	Environmental Service	WorkOrder:	2112981
Date Prepared:	12/16/2021	BatchID:	235775
Date Analyzed:	12/26/2021	Extraction Method:	SW5035
Instrument:	GC18	Analytical Method:	SW8260B
Matrix:	Soil	Unit:	mg/Kg
Project:	2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID:	MB/LCS/LCSD-235775

QC Summary Report for SW8260B (Encore)

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Surrogate Recovery								
Dibromofluoromethane	0.195	0.189	0.25	78	76	60-140	2.85	30
Toluene-d8	0.232	0.235	0.25	93	94	60-140	1.31	30
4-BFB	0.0244	0.0232	0.025	98	93	60-140	4.97	30
Benzene-d6	0.190	0.201	0.20	95	100	70-140	5.39	30
Ethylbenzene-d10	0.207	0.224	0.20	104	112	70-140	8.07	30
1,2-DCB-d4	0.163	0.173	0.20	82	86	70-140	5.74	30



Quality Control Report

Client: Environmental Service	WorkOrder: 2112981
Date Prepared: 12/17/2021	BatchID: 235753
Date Analyzed: 12/17/2021	Extraction Method: SW3050B
Instrument: ICP-MS5	Analytical Method: SW6020
Matrix: Soil	Unit: mg/kg
Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID: MB/LCS/LCSD-235753

QC Summary Report for Metals

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
Antimony	ND	0.160	0.500	-	-	-
Arsenic	ND	0.140	0.500	-	-	-
Barium	ND	0.680	5.00	-	-	-
Beryllium	ND	0.0830	0.500	-	-	-
Cadmium	ND	0.0940	0.500	-	-	-
Chromium	ND	0.130	0.500	-	-	-
Cobalt	ND	0.0690	0.500	-	-	-
Copper	ND	0.230	0.500	-	-	-
Lead	ND	0.0690	0.500	-	-	-
Mercury	ND	0.0380	0.0500	-	-	-
Molybdenum	ND	0.140	0.500	-	-	-
Nickel	ND	0.0810	0.500	-	-	-
Selenium	ND	0.320	0.500	-	-	-
Silver	ND	0.110	0.500	-	-	-
Thallium	ND	0.0720	0.500	-	-	-
Vanadium	ND	0.150	0.500	-	-	-
Zinc	ND	3.20	5.00	-	-	-
Surrogate Recovery						
Terbium	500			500	100	70-130

(Cont.)



Quality Control Report

Client:	Environmental Service	WorkOrder:	2112981
Date Prepared:	12/17/2021	BatchID:	235753
Date Analyzed:	12/17/2021	Extraction Method:	SW3050B
Instrument:	ICP-MS5	Analytical Method:	SW6020
Matrix:	Soil	Unit:	mg/kg
Project:	2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID:	MB/LCS/LCSD-235753

QC Summary Report for Metals

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Antimony	48.5	49.1	50	97	98	75-125	1.14	20
Arsenic	50.5	50.5	50	101	101	75-125	0.0931	20
Barium	484	484	500	97	97	75-125	0.0587	20
Beryllium	54.9	55.4	50	110	111	75-125	0.936	20
Cadmium	50.8	50.6	50	102	101	75-125	0.322	20
Chromium	48.8	49.1	50	98	98	75-125	0.623	20
Cobalt	48.9	50.8	50	98	102	75-125	3.86	20
Copper	49.9	49.9	50	100	100	75-125	0.134	20
Lead	48.3	49.4	50	97	99	75-125	2.18	20
Mercury	1.23	1.22	1.25	98	97	75-125	1.06	20
Molybdenum	48.8	49.2	50	98	98	75-125	0.706	20
Nickel	49.5	49.5	50	99	99	75-125	0.0465	20
Selenium	49.8	50.0	50	100	100	75-125	0.421	20
Silver	45.8	46.4	50	92	93	75-125	1.41	20
Thallium	48.3	48.1	50	97	96	75-125	0.322	20
Vanadium	48.8	48.8	50	98	98	75-125	0.0164	20
Zinc	501	499	500	100	100	75-125	0.455	20
Surrogate Recovery								
Terbium	504	501	500	101	100	70-130	0.554	20



Quality Control Report

Client:	Environmental Service	WorkOrder:	2112981
Date Prepared:	12/16/2021	BatchID:	235726
Date Analyzed:	12/16/2021	Extraction Method:	SW5035
Instrument:	GC7	Analytical Method:	SW8021B/8015Bm
Matrix:	Soil	Unit:	mg/Kg
Project:	2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID:	MB/LCS/LCSD-235726

QC Summary Report for SW8021B/8015Bm

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
TPH(g) (C6-C12)	ND	0.610	1.00	-	-	-
MTBE	ND	0.00340	0.0500	-	-	-
Benzene	ND	0.00190	0.00500	-	-	-
Toluene	ND	0.00240	0.00500	-	-	-
Ethylbenzene	ND	0.00170	0.00500	-	-	-
m,p-Xylene	ND	0.00260	0.0100	-	-	-
o-Xylene	ND	0.000910	0.00500	-	-	-
Surrogate Recovery						
2-Fluorotoluene	0.0912			0.1	91	75-134

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
TPH(btex)	0.661	0.652	0.60	110	109	82-118	1.43	20
MTBE	0.0868	0.0804	0.10	87	80	61-119	7.62	20
Benzene	0.102	0.102	0.10	103	102	77-128	0.0801	20
Toluene	0.109	0.109	0.10	109	109	74-132	0.395	20
Ethylbenzene	0.116	0.111	0.10	115	111	84-127	4.04	20
m,p-Xylene	0.235	0.216	0.20	117	108	80-120	8.16	20
o-Xylene	0.112	0.107	0.10	112	107	80-120	4.87	20
Surrogate Recovery								
2-Fluorotoluene	0.0935	0.0969	0.10	93	97	75-134	3.61	20

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Quality Control Report

Client:	Environmental Service	WorkOrder:	2112981
Date Prepared:	12/16/2021	BatchID:	235761
Date Analyzed:	12/17/2021	Extraction Method:	SW5035
Instrument:	GC3	Analytical Method:	SW8021B/8015Bm
Matrix:	Soil	Unit:	mg/Kg
Project:	2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID:	MB/LCS/LCSD-235761

QC Summary Report for SW8021B/8015Bm

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
TPH(g) (C6-C12)	ND	0.610	1.00	-	-	-
MTBE	ND	0.00340	0.0500	-	-	-
Benzene	ND	0.00190	0.00500	-	-	-
Toluene	ND	0.00240	0.00500	-	-	-
Ethylbenzene	ND	0.00170	0.00500	-	-	-
m,p-Xylene	ND	0.00260	0.0100	-	-	-
o-Xylene	ND	0.000910	0.00500	-	-	-

Surrogate Recovery

2-Fluorotoluene	0.0981			0.1	98	75-134
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Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
TPH(btex)	0.618	0.648	0.60	103	108	82-118	4.77	20
MTBE	0.0865	0.0896	0.10	87	90	61-119	3.56	20
Benzene	0.0982	0.0953	0.10	98	95	77-128	2.98	20
Toluene	0.101	0.0985	0.10	101	98	74-132	2.47	20
Ethylbenzene	0.103	0.104	0.10	103	103	84-127	0.882	20
m,p-Xylene	0.203	0.208	0.20	102	104	80-120	2.12	20
o-Xylene	0.0981	0.105	0.10	98	105	80-120	6.37	20

Surrogate Recovery

2-Fluorotoluene	0.0985	0.0939	0.10	98	94	75-134	4.81	20
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Quality Control Report

Client:	Environmental Service	WorkOrder:	2112981
Date Prepared:	12/16/2021	BatchID:	235725
Date Analyzed:	12/17/2021	Extraction Method:	SW3550B
Instrument:	GC6B	Analytical Method:	SW8015B
Matrix:	Soil	Unit:	mg/Kg
Project:	2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID:	MB/LCS/LCSD-235725

QC Report for SW8015B w/out SG Clean-Up

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
TPH-Diesel (C10-C23)	ND	0.780	2.00	-	-	-
TPH-Motor Oil (C18-C36)	ND	4.60	10.0	-	-	-
Surrogate Recovery						
C9	23.7			25	95	70-130

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
TPH-Diesel (C10-C23)	45.3	44.6	40	113	112	70-130	1.59	20
Surrogate Recovery								
C9	23.8	23.6	25	95	94	70-130	0.639	20

(Cont.)

CA ELAP 1644 • NELAP 4033ORELAP



Quality Control Report

Client: Environmental Service
Date Prepared: 12/16/2021
Date Analyzed: 12/20/2021 - 12/21/2021
Instrument: GC6A
Matrix: Soil
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

WorkOrder: 2112981
BatchID: 235760
Extraction Method: SW3550B
Analytical Method: SW8015B
Unit: mg/Kg
Sample ID: MB/LCS/LCSD-235760

QC Report for SW8015B w/out SG Clean-Up

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
TPH-Diesel (C10-C23)	ND	0.780	2.00	-	-	-
TPH-Motor Oil (C18-C36)	ND	4.60	10.0	-	-	-
Surrogate Recovery						
C9	23.1			25	93	70-130

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
TPH-Diesel (C10-C23)	41.5	40.7	40	104	102	70-130	2.07	20
Surrogate Recovery								
C9	24.5	23.4	25	98	94	70-130	4.55	20

McC Campbell Analytical, Inc.

1534 Willow Pass Rd
Pittsburg, CA 94565-1701
(925) 252-9262

CHAIN-OF-CUSTODY RECORD

WorkOrder: 2112981

ClientCode: ENVC

- WaterTrax
 CLIP
 EDF
 EquiS
 Dry-Weight
 Email
 HardCopy
 ThirdParty
 J-flag
 Detection Summary
 Excel

Report to:

Marc Papineau
Environmental Service
5789 Gold Creek Drive
Castro Valley, CA 94552
510-881-8574 FAX: 510-581-7204

Email: marc_p@sbcglobal.net
cc/3rd Party:
PO:
Project: 2019-011.01; Concord Airport Self Storage
(Claremont Homes Inc.)

Bill to:

Marc Papineau
Environmental Service
5789 Gold Creek Drive
Castro Valley, CA 94552
marc_p@sbcglobal.net

Requested TAT: 5 days;

Date Received: 12/16/2021

Date Logged: 12/16/2021

Lab ID	Client ID	Matrix	Collection Date	Hold	Requested Tests (See legend below)											
					1	2	3	4	5	6	7	8	9	10	11	12
2112981-001	PRE-S-A1/A2/A3/A4	Soil	12/15/2021 16:04	<input type="checkbox"/>		A	A	A	A							
2112981-001	PRE-S-A3-voc	Soil	12/15/2021 15:57	<input type="checkbox"/>	B											
2112981-002	PRE-S-B1/B2/B3/B4	Soil	12/15/2021 15:29	<input type="checkbox"/>		A	A	A	A							
2112981-002	PRE-S-B2-voc	Soil	12/15/2021 15:29	<input type="checkbox"/>	B											
2112981-003	PRE-S-C1/C2/C3/C4	Soil	12/15/2021 14:48	<input type="checkbox"/>		A	A	A	A							
2112981-003	PRE-S-C3-voc	Soil	12/15/2021 14:48	<input type="checkbox"/>	B											
2112981-004	PRE-S-D1/D2/D3/D4	Soil	12/15/2021 14:22	<input type="checkbox"/>		A	A	A	A							
2112981-004	PRE-S-D1-voc	Soil	12/15/2021 13:51	<input type="checkbox"/>	B											

Test Legend:

1	8260B_E	2	CAM17MS_TTLC_S	3	G-MBTEX_S	4	PRDisposal Fee
5	TPH(DMO)_S	6		7		8	
9		10		11		12	

Prepared by: Valerie Alfaro

The following SampIDs: 001A, 002A, 003A, 004A contain testgroup Multi Range_S.

Comments:

NOTE: Soil samples are discarded 60 days after receipt unless other arrangements are made (Water samples are 30 days).
Hazardous samples will be returned to client or disposed of at client expense.



WORK ORDER SUMMARY

Client Name: ENVIRONMENTAL SERVICE

Client Contact: Marc Papineau

Contact's Email: marc_p@sbcglobal.net

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Comments:

Work Order: 2112981

QC Level: LEVEL 2

Date Logged: 12/16/2021

WaterTrax WriteOn EDF Excel EQUIS Email HardCopy ThirdParty J-flag

LabID	ClientSampID	Matrix	Test Name	Containers /Composites	Bottle & Preservative	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	SubOut
001A	PRE-S-A1/A2/A3/A4	Soil	Multi-Range TPH SW6020 (CAM 17)	4 / (4:1)	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 16:04	5 days	12/23/2021		<input type="checkbox"/>	
001B	PRE-S-A3-voc	Soil	SW8260B (VOCs) (Encore)	1	Encore Sampler	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 15:57	5 days	12/23/2021		<input type="checkbox"/>	
002A	PRE-S-B1/B2/B3/B4	Soil	Multi-Range TPH SW6020 (CAM 17)	4 / (4:1)	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 15:29	5 days	12/23/2021		<input type="checkbox"/>	
002B	PRE-S-B2-voc	Soil	SW8260B (VOCs) (Encore)	1	Encore Sampler	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 15:29	5 days	12/23/2021		<input type="checkbox"/>	
003A	PRE-S-C1/C2/C3/C4	Soil	Multi-Range TPH SW6020 (CAM 17)	4 / (4:1)	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 14:48	5 days	12/23/2021		<input type="checkbox"/>	
003B	PRE-S-C3-voc	Soil	SW8260B (VOCs) (Encore)	1	Encore Sampler	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 14:48	5 days	12/23/2021		<input type="checkbox"/>	
004A	PRE-S-D1/D2/D3/D4	Soil	Multi-Range TPH SW6020 (CAM 17)	4 / (4:1)	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 14:22	5 days	12/23/2021		<input type="checkbox"/>	
004B	PRE-S-D1-voc	Soil	SW8260B (VOCs) (Encore)	1	Encore Sampler	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 13:51	5 days	12/23/2021		<input type="checkbox"/>	

NOTES: * STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.

2112981

McCAMPBELL ANALYTICAL, INC.

1534 WILLOW PASS ROAD
PITTSBURG, CA 94565-1701

Website: www.mccampbell.com Email: main@mccampbell.com
Telephone: (877) 252-9262 Fax: (925) 252-9269

CHAIN OF CUSTODY RECORD

TURNAROUND TIME RUSH 24 HR 48 HR 72 HR 5 DAY

GeoTracker EDF PDF Excel Write On (DW)

Report To: M. Papineau Bill To: Accounts Payable
Company: Environmental Service Environmental Service (ENVC)
5789 Gold Creek Drive 5789 Gold Creek Drive
Castro Valley, CA 94552 Castro Valley, CA 94552
Tele: (510) 881-8574 E-Mail: marc_p@sbcglobal.net
Project #: 2019-011.01 Project Name: Concord Airport Self Storage (Claremont Homes Inc.)
Project Location: Solano Way between SR4 & Marsh Dr, Concord, CA (APN 125-210-012)

Analysis Request QUOTE ID #213425- 10-28-2021 Other Comments

Sampler Signature: *MP* QUOTE ID #213425 - 10-28-2021

SAMPLE ID	Field Point Name	SAMPLING		# Containers	Type Containers	MATRIX		METHOD PRESERVED		MTBE / BTEX & TPH as Gas (8260B)	MTBE / BTEX ONLY (EPA 602 / 8021)	TPH as multi-range Diesel & Motor Oil	Total Petroleum Oil & Grease (1664 / 5520 E/B&F)	Total Petroleum Hydrocarbons (418.1)	EPA 502.2 / 601 / 8010 / 8021 (HVOCS)	EPA 8081A (OC Pesticides ESLs)	EPA 608 / 8082 PCBs ONLY: Aroclors / Congeners	EPA 507 / 8141 (NP Pesticides)	EPA 515 / 8151 (Acidic Cl Herbicides)	EPA 8260B VOCs	EPA 525.2 / 625 / 8270 (SVOCs)	EPA 8270 SIM / 8310 (PAHs / PNAAs)	CAM 17 Metals (200.7 / 200.8 / 601.0 / 6020)	LUFT 5 Metals (200.7 / 200.8 / 601.0 / 6020)	Lead (200.7 / 200.8 / 601.0 / 6020) dry weight basis	x10 WET	x20 TCLP	Notes						
		Water	Soil			ICE	HCL																											
PRE-S-A1-1.0	A1	12-15-2021	1604	1	J8		X	X																										
PRE-S-A2-0.7	A2	12-15-2021	1545	1	J8		X	X																										
PRE-S-A3-1.0	A3	12-15-2021	1557	1	J8		X	X				X																				4-pt composite		
PRE-S-A4-0.8	A4	12-15-2021	1552	1	J8		X	X																										
PRE-S-B1-1.0	B1	12-15-2021	1520	1	J8		X	X																										
PRE-S-B2-1.0	B2	12-15-2021	1529	1	J8		X	X				X																					4-pt composite	
PRE-S-B3-1.0	B3	12-15-2021	1514	1	J8		X	X																										
PRE-S-B4-1.0	B4	12-15-2021	1508	1	J8		X	X																										
PRE-S-C1-0.5	C1	12-15-2021	1441	1	J8		X	X																										
PRE-S-C2-0.5	C2	12-15-2021	1410	1	J8		X	X																										
PRE-S-C3-1.0	C3	12-15-2021	1448	1	J8		X	X				X																						4-pt composite
PRE-S-C4-1.0	C4	12-15-2021	1428	1	J8		X	X																										

Relinquished By: *Marc Papineau* Date: 12-16-2021 Time: 0955 Received By: *Mai Courier*
Relinquished By: *Mai Courier* Date: 12/16/21 Time: 1140 Received By: *Pati Gen*
Relinquished By: _____ Date: _____ Time: _____ Received By: _____

ICE/° _____ COMMENTS: GOOD CONDITION *0.8 wet* J8 8-ounce wide-mouth jar (glass)
HEAD SPACE ABSENT _____ En 5-grain EnCore sampler
DECLORINATED IN LAB _____
APPROPRIATE CONTAINERS _____
PRESERVED IN LAB _____
VOAS O&G METALS OTHER PAGE 1 OF 2

2112981

McCAMPBELL ANALYTICAL, INC.
 1534 WILLOW PASS ROAD
 PITTSBURG, CA 94565-1701
 Website: www.mccampbell.com Email: main@mccampbell.com
 Telephone: (877) 252-9262 Fax: (925) 252-9269

CHAIN OF CUSTODY RECORD
 TURNAROUND TIME RUSH 24 HR 48 HR 72 HR 5 DAY
 GeoTracker EDF PDF Excel Write On (DW)

Report To: M. Papineau Bill To: Accounts Payable
 Company: Environmental Service Environmental Service (ENVC)
 5789 Gold Creek Drive 5789 Gold Creek Drive
 Castro Valley, CA 94552 Castro Valley, CA 94552
 Tele: (510) 881-8574 E-Mail: marc_p@sbglobal.net
 Project #: 2019-011.01 Project Name: Concord Airport Self Storage (Claremont Homes Inc.)
 Project Location: Solano Way between SR4 & Marsh Dr, Concord, CA (APN 125-210-012)
 Sampler Signature: *MP* QUOTE ID #213425 - 10-28-2021

Analysis Request	QUOTE ID #213425- 10-28-2021	Other	Comments
MTBE / BTEX & TPH as Gas (8260B)			Notes
MTBE / BTEX ONLY (EPA 602 / 8021)			
TPH as multi-range Diesel & Motor Oil			
Total Petroleum Oil & Grease (1664 / 5520 E/B&F)			
Total Petroleum Hydrocarbons (416.1)			
EPA 502.2 / 601 / 8010 / 8021 (HVOCs)			
EPA 8081A (OC Pesticides ESLs)			
EPA 608 / 8082 PCBs ONLY; Aroclors / Congeners			
EPA 507 / 8141 (NP Pesticides)			
EPA 515 / 8151 (Acidic CI Herbicides)			
EPA 8260B VOCs			
EPA 525.2 / 625 / 8270 (SVOCs)			
EPA 8270 SIM / 8310 (PAHs / PNAAs)			
CAM 17 Metals (200.7 / 200.8 / 6010 / 6020)			
LUFT 5 Metals (200.7 / 200.8 / 6010 / 6020)			
Lead (200.7 / 200.8 / 6010 / 6020) dry weight basis			
x10 WEF			
x20 TCLP			

SAMPLE ID	Field Point Name	SAMPLING		# Containers	Type Containers	MATRIX		METHOD PRESERVED	
		Date	Time			Water	Soil	ICE	HCL
PRE-S-D1-1.0	D1	12-15-2021	1351	1	J8		X	X	
PRE-S-D2-1.0	D2	12-15-2021	1356	1	J8		X	X	
PRE-S-D3-0.5	D3	12-15-2021	1422	1	J8		X	X	
PRE-S-D4-0.7	D4	12-15-2021	1417	1	J8		X	X	
PRE-S-A3-voc	A3	12-15-2021	1557	1	En		X	X	
PRE-S-B2-voc	B2	12-15-2021	1529	1	En		X	X	
PRE-S-C3-voc	C3	12-15-2021	1448	1	En		X	X	
PRE-S-D1-voc	D1	12-15-2021	1351	1	En		X	X	

Relinquished By: <i>Marc Papineau</i>	Date: 12-16-2021	Time: 0935	Received By: <i>Mai Courier</i>	ICE/t° _____ GOOD CONDITION _____	COMMENTS: J8 8-ounce wide-mouth jar (glass) En 5-gram EnCore sampler
Relinquished By: <i>Mai Courier</i>	Date: 12/16/21	Time: 1640	Received By: <i>Mai Courier</i>	HEAD SPACE ABSENT _____	
Relinquished By:	Date:	Time:	Received By:	DECHLORINATED IN LAB _____ APPROPRIATE CONTAINERS _____ PRESERVED IN LAB _____	

VOAS O&G METALS OTHER PAGE 2 OF 2



Sample Receipt Checklist

Client Name: **Environmental Service** Date and Time Received: **12/16/2021 16:40**
 Project: **2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)** Date Logged: **12/16/2021**
 Received by: **Valerie Alfaro**
 WorkOrder No: **2112981** Matrix: Soil Logged by: **Valerie Alfaro**
 Carrier: Laurie Moore (MAI Courier)

Chain of Custody (COC) Information

Chain of custody present? Yes No
 Chain of custody signed when relinquished and received? Yes No
 Chain of custody agrees with sample labels? Yes No
 Sample IDs noted by Client on COC? Yes No
 Date and Time of collection noted by Client on COC? Yes No
 Sampler's name noted on COC? Yes No
 COC agrees with Quote? Yes No NA

Sample Receipt Information

Custody seals intact on shipping container/cooler? Yes No NA
 Custody seals intact on sample bottles? Yes No NA
 Shipping container/cooler in good condition? Yes No
 Samples in proper containers/bottles? Yes No
 Sample containers intact? Yes No
 Sufficient sample volume for indicated test? Yes No

Sample Preservation and Hold Time (HT) Information

All samples received within holding time? Yes No NA
 Samples Received on Ice? Yes No
 (Ice Type: OTHERS)
 Sample/Temp Blank temperature Temp: 0.8°C NA
 ZHS conditional analyses: VOA meets zero headspace requirement (VOCs, TPHg/BTEX, RSK)? Yes No NA
 Sample labels checked for correct preservation? Yes No
 pH acceptable upon receipt (Metal: <2; Nitrate 353.2/4500NO3: <2; 522: <4; 218.7: >8)? Yes No NA
 UCMR Samples:
 pH tested and acceptable upon receipt (200.7: ≤2; 533: 6 - 8; 537.1: 6 - 8)? Yes No NA
 Free Chlorine tested and acceptable upon receipt (<0.1mg/L) [not applicable to 200.7]? Yes No NA

Comments:

Add-On Testing

One (1) Composite Soil Sample Tested for WET Lead

PRE-S-A1/A2/A3/A4



McC Campbell Analytical, Inc.

"When Quality Counts"

Analytical Report

WorkOrder: 2112981 A

Report Created for: Environmental Service

5789 Gold Creek Drive
Castro Valley, CA 94552

Project Contact: Marc Papineau

Project P.O.:

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Project Received: 12/16/2021

Analytical Report reviewed & approved for release on 12/30/2021 by:

Jennifer Lagerbom
Project Manager

The report shall not be reproduced except in full, without the written approval of the laboratory. The analytical results relate only to the items tested. Results reported conform to the most current NELAP standards, where applicable, unless otherwise stated in a case narrative.





Glossary of Terms & Qualifier Definitions

Client: Environmental Service

WorkOrder: 2112981 A

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Glossary Abbreviation

%D	Serial Dilution Percent Difference
95% Interval	95% Confident Interval
CPT	Consumer Product Testing not NELAP Accredited
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test (Serial Dilution)
DUP	Duplicate
EDL	Estimated Detection Limit
ERS	External reference sample. Second source calibration verification.
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
LQL	Lowest Quantitation Level
MB	Method Blank
MB % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	Method Detection Limit
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
N/A	Not Applicable
ND	Not detected at or above the indicated MDL or RL
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PDSD	Post Digestion Spike Duplicate
PF	Prep Factor
RD	Relative Difference
RL	Reporting Limit (The RL is the lowest calibration standard in a multipoint calibration.)
RPD	Relative Percent Deviation
RRT	Relative Retention Time
SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
TZA	TimeZone Net Adjustment for sample collected outside of MAI's UTC.
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)



McC Campbell Analytical, Inc.

"When Quality Counts"

1534 Willow Pass Road, Pittsburg, CA 94565-1701
Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
http://www.mcccampbell.com / E-mail: main@mcccampbell.com

Analytical Report

Client:	Environmental Service	WorkOrder:	2112981
Date Received:	12/16/2021 16:40	Extraction Method:	CA Title 22
Date Prepared:	12/27/2021	Analytical Method:	SW6020
Project:	2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Unit:	mg/L

Metals (STLC)

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PKE-S-A1/A2/A3/A4	2112981-001A	Soil	12/15/2021 16:04	ICP-MS5 216SMPL.d	236389

Analytes	Result	RL	DF	Date Analyzed
Lead	2.5	0.10	1	12/29/2021 20:58

Analyst(s): DB



Quality Control Report

Client: Environmental Service	WorkOrder: 2112981
Date Prepared: 12/27/2021	BatchID: 236389
Date Analyzed: 12/29/2021	Extraction Method: CA Title 22
Instrument: ICP-MS5	Analytical Method: SW6020
Matrix: Soil	Unit: mg/L
Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID: MB/LCS/LCSD-236389

QC Summary Report for Metals (STLC)

Analyte	MB Result	MDL	RL	-	-	-
Lead	ND	0.100	0.100	-	-	-

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Lead	9.67	8.95	10	97	90	75-125	7.68	20

McC Campbell Analytical, Inc.



1534 Willow Pass Rd
Pittsburg, CA 94565-1701
(925) 252-9262

CHAIN-OF-CUSTODY RECORD

WorkOrder: 2112981 **A** ClientCode: ENVC

- WaterTrax CLIP EDF EQUIS Dry-Weight Email HardCopy ThirdParty J-flag
 Detection Summary Excel

Report to:		Bill to:	Requested TAT: 5 days;
Marc Papineau	Email: marc_p@sbcglobal.net	Marc Papineau	
Environmental Service	cc/3rd Party:	Environmental Service	Date Received: 12/16/2021
5789 Gold Creek Drive	PO:	5789 Gold Creek Drive	Date Logged: 12/16/2021
Castro Valley, CA 94552	Project: 2019-011.01; Concord Airport Self Storage	Castro Valley, CA 94552	Date Add-On: 12/23/2021
510-881-8574 FAX: 510-581-7204	(Claremont Homes Inc.)	marc_p@sbcglobal.net	

Lab ID	Client ID	Matrix	Collection Date	Hold	Requested Tests (See legend below)													
					1	2	3	4	5	6	7	8	9	10	11	12		
2112981-001	PRE-S-A1/A2/A3/A4	Soil	12/15/2021 16:04	<input type="checkbox"/>	A													

Test Legend:

1	PBMS_STLC_S	2		3		4	
5		6		7		8	
9		10		11		12	

Prepared by: Valerie Alfaro
Add-On Prepared By: Valerie Alfaro

Comments: Added STLC Pb to sample 001A 12/23/2021 STAT.

NOTE: Soil samples are discarded 60 days after receipt unless other arrangements are made (Water samples are 30 days).
Hazardous samples will be returned to client or disposed of at client expense.



WORK ORDER SUMMARY

Client Name: ENVIRONMENTAL SERVICE

Client Contact: Marc Papineau

Contact's Email: marc_p@sbcglobal.net

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Comments: Added STLC Pb to sample 001A 12/23/2021 STAT.

Work Order: 2112981

QC Level: LEVEL 2

Date Logged: 12/16/2021

Date Add-On: 12/23/2021

LabID	ClientSampID	Matrix	Test Name	Containers /Composites	Bottle & Preservative	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	SubOut
001A	PRE-S-A1/A2/A3/A4	Soil	SW6020 (Lead) (STLC)	4 / (4:1)	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 16:04	5 days*	1/4/2022		<input type="checkbox"/>	

NOTES: * STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.

2112981

McCAMPBELL ANALYTICAL, INC.

1534 WILLOW PASS ROAD
PITTSBURG, CA 94565-1701

Website: www.mccampbell.com Email: main@mccampbell.com

Telephone: (877) 252-9262

Fax: (925) 252-9269

CHAIN OF CUSTODY RECORD

TURNAROUND TIME RUSH 24 HR 48 HR 72 HR 5 DAY

GeoTracker EDF PDF Excel Write On (DW)

Report To: M. Papineau Bill To: Accounts Payable
Company: Environmental Service Environmental Service (ENVC)
5789 Gold Creek Drive 5789 Gold Creek Drive
Castro Valley, CA 94552 Castro Valley, CA 94552
Tele: (510) 881-8574 E-Mail: mare_p@sbeglobal.net
Project #: 2019-011.01 Project Name: Concord Airport Self Storage (Claremont Homes Inc.)
Project Location: Solano Way between SR4 & Marsh Dr, Concord, CA (APN 125-210-012)
Sampler Signature: *MP* QUOTE ID #213425 - 10-28-2021

Analysis Request QUOTE ID #213425- 10-28-2021 Other Comments

SAMPLE ID	Field Point Name	SAMPLING		# Containers	Type Containers	MATRIX		METHOD PRESERVED	
		Date	Time			Water	Soil	ICE	HCL
PRE-S-A1-1.0	A1	12-15-2021	1604	1	J8		X	X	
PRE-S-A2-0.7	A2	12-15-2021	1545	1	J8		X	X	
PRE-S-A3-1.0	A3	12-15-2021	1557	1	J8		X	X	
PRE-S-A4-0.8	A4	12-15-2021	1552	1	J8		X	X	
PRE-S-B1-1.0	B1	12-15-2021	1520	1	J8		X	X	
PRE-S-B2-1.0	B2	12-15-2021	1529	1	J8		X	X	
PRE-S-B3-1.0	B3	12-15-2021	1514	1	J8		X	X	
PRE-S-B4-1.0	B4	12-15-2021	1508	1	J8		X	X	
PRE-S-C1-0.5	C1	12-15-2021	1441	1	J8		X	X	
PRE-S-C2-0.5	C2	12-15-2021	1410	1	J8		X	X	
PRE-S-C3-1.0	C3	12-15-2021	1448	1	J8		X	X	
PRE-S-C4-1.0	C4	12-15-2021	1428	1	J8		X	X	

MTBE / BTEX & TPH as Gas (8260B)	
MTBE / BTEX ONLY (EPA 602 / 8021)	
TPH as multi-range Diesel & Motor Oil	X
Total Petroleum Oil & Grease (1664 / 5520 E/B&F)	
Total Petroleum Hydrocarbons (418.1)	
EPA 502.2 / 601 / 8010 / 8021 (HVOCs)	
EPA 8081A (OC Pesticides ESLs)	
EPA 608 / 8082 PCBs ONLY; Aroclors / Congeners	
EPA 507 / 8141 (NP Pesticides)	
EPA 515 / 8151 (Acidic Cl Herbicides)	
EPA 8260B & C STLC Pb	X
EPA 525.2 / 625 / 8270 (SVOCs)	
EPA 8270 SIM / 8310 (PAHs / PNAHs)	X
CAM 17 Metals (200.7 / 200.8 / 6010 / 6020)	
LUFT 5 Metals (200.7 / 200.8 / 6010 / 6020)	
Lead (200.7 / 200.8 / 6010 / 6020) dry weight basis	
*10 WET	X
*20 TCLP	X

Notes

Relinquished By: *M. Papineau* Date: 12-16-2021 Time: 0955 Received By: *Mai Courier*
Relinquished By: *Mai Courier* Date: 12/16/21 Time: 1440 Received By: *Yati G...*
Relinquished By: Date: Time: Received By:

ICE/C _____ COMMENTS:
GOOD CONDITION 0.8 wet J8 8-ounce wide-mouth jar (glass)
HEAD SPACE ABSENT En 5-gram EnCore sampler
DECHLORINATED IN LAB _____
APPROPRIATE CONTAINERS _____
PRESERVED IN LAB _____
VOAS O&G METALS OTHER PAGE 1 OF 2

Added 12/23/21 STAT.

Add-On Testing

Four (4) Discrete Soil Samples Tested for Lead Only

PRE-S-A1-1.0

PRE-S-A2-0.7

PRE-S-A3-1.0

PRE-S-A4-0.8



McC Campbell Analytical, Inc.

"When Quality Counts"

Analytical Report

WorkOrder: 2112981 B

Report Created for: Environmental Service

5789 Gold Creek Drive
Castro Valley, CA 94552

Project Contact: Marc Papineau

Project P.O.:

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Project Received: 12/16/2021

Analytical Report reviewed & approved for release on 12/30/2021 by:

Angela Rydelius
Laboratory Manager

The report shall not be reproduced except in full, without the written approval of the laboratory. The analytical results relate only to the items tested. Results reported conform to the most current NELAP standards, where applicable, unless otherwise stated in a case narrative.





Glossary of Terms & Qualifier Definitions

Client: Environmental Service

WorkOrder: 2112981 B

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Glossary Abbreviation

%D	Serial Dilution Percent Difference
95% Interval	95% Confident Interval
CPT	Consumer Product Testing not NELAP Accredited
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test (Serial Dilution)
DUP	Duplicate
EDL	Estimated Detection Limit
ERS	External reference sample. Second source calibration verification.
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
LQL	Lowest Quantitation Level
MB	Method Blank
MB % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	Method Detection Limit
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
N/A	Not Applicable
ND	Not detected at or above the indicated MDL or RL
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PDSD	Post Digestion Spike Duplicate
PF	Prep Factor
RD	Relative Difference
RL	Reporting Limit (The RL is the lowest calibration standard in a multipoint calibration.)
RPD	Relative Percent Deviation
RRT	Relative Retention Time
SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
TZA	TimeZone Net Adjustment for sample collected outside of MAI's UTC.
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)



Glossary of Terms & Qualifier Definitions

Client: Environmental Service

WorkOrder: 2112981 B

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)

Quality Control Qualifiers

F13 Indigenous sample results too high for a representative matrix spike analysis.



Analytical Report

Client: Environmental Service
Date Received: 12/16/2021 16:40
Date Prepared: 12/28/2021
Project: 2019-011.01; Concord Airport Self Storage
 (Claremont Homes Inc.)

WorkOrder: 2112981
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg

Lead

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A1-1.0	2112981-001C	Soil	12/15/2021 16:04	ICP-MS4 141SMPL.d	236439

Analytes	Result	RL	DF	Date Analyzed
Lead	8.9	0.50	1	12/29/2021 13:54

Surrogates	REC (%)	Limits
Terbium	107	70-130

Analyst(s): WV

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A2-0.7	2112981-001D	Soil	12/15/2021 15:45	ICP-MS4 142SMPL.d	236439

Analytes	Result	RL	DF	Date Analyzed
Lead	4.6	0.50	1	12/29/2021 13:58

Surrogates	REC (%)	Limits
Terbium	108	70-130

Analyst(s): WV

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A3-1.0	2112981-001E	Soil	12/15/2021 15:57	ICP-MS4 143SMPL.d	236439

Analytes	Result	RL	DF	Date Analyzed
Lead	10	0.50	1	12/29/2021 14:02

Surrogates	REC (%)	Limits
Terbium	106	70-130

Analyst(s): WV

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
PRE-S-A4-0.8	2112981-001F	Soil	12/15/2021 15:52	ICP-MS5 105SMPL.d	236470

Analytes	Result	RL	DF	Date Analyzed
Lead	260	0.50	1	12/29/2021 11:50

Surrogates	REC (%)	Limits
Terbium	100	70-130

Analyst(s): AL



Quality Control Report

Client: Environmental Service	WorkOrder: 2112981
Date Prepared: 12/28/2021	BatchID: 236439
Date Analyzed: 12/29/2021	Extraction Method: SW3050B
Instrument: ICP-MS4	Analytical Method: SW6020
Matrix: Soil	Unit: mg/kg
Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID: MB/LCS/LCSD-236439

QC Summary Report for Metals

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
Lead	ND	0.0690	0.500	-	-	-
Surrogate Recovery						
Terbium	532			500	106	70-130

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Lead	48.3	48.5	50	97	97	75-125	0.405	20
Surrogate Recovery								
Terbium	541	545	500	108	109	70-130	0.758	20

(Cont.)



Quality Control Report

Client: Environmental Service	WorkOrder: 2112981
Date Prepared: 12/28/2021	BatchID: 236470
Date Analyzed: 12/29/2021	Extraction Method: SW3050B
Instrument: ICP-MS5	Analytical Method: SW6020
Matrix: Soil	Unit: mg/kg
Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)	Sample ID: MB/LCS/LCSD-236470 2112981-001FMS/MSD

QC Summary Report for Metals

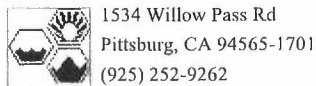
Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
Lead	ND	0.0690	0.500	-	-	-
Surrogate Recovery						
Terbium	495			500	99	70-130

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Lead	50.7	50.8	50	101	102	75-125	0.138	20
Surrogate Recovery								
Terbium	504	502	500	101	100	70-130	0.371	20

Analyte	MS DF	MS Result	MSD Result	SPK Val	SPKRef Val	MS %REC	MSD %REC	MS/MSD Limits	RPD	RPD Limit
Lead	1	297	365	50	258.3	77	213,F13	75-125	20.6,F13	20
Surrogate Recovery										
Terbium	1	509	499	500		102	100	70-130	1.87	20

Analyte	DLT Result	DLTRef Val	%D	%D Limit
Lead	256	258.3	0.890	20

%D Control Limit applied to analytes with concentrations greater than 25 times the reporting limits.



CHAIN-OF-CUSTODY RECORD

WorkOrder: 2112981 **B** ClientCode: ENVC

- WaterTrax
 CLIP
 EDF
 EQUIS
 Dry-Weight
 Email
 HardCopy
 ThirdParty
 J-flag
 Detection Summary
 Excel

Report to:

Marc Papineau
 Environmental Service
 5789 Gold Creek Drive
 Castro Valley, CA 94552
 510-881-8574 FAX: 510-581-7204

Email: marc_p@sbcglobal.net
 cc/3rd Party:
 PO:
 Project: 2019-011.01; Concord Airport Self Storage
 (Claremont Homes Inc.)

Bill to:

Marc Papineau
 Environmental Service
 5789 Gold Creek Drive
 Castro Valley, CA 94552
 marc_p@sbcglobal.net

Requested TAT: 3 days;

Date Received: 12/16/2021
Date Logged: 12/16/2021
Date Add-On: 12/28/2021

Lab ID	Client ID	Matrix	Collection Date	Hold	Requested Tests (See legend below)													
					1	2	3	4	5	6	7	8	9	10	11	12		
2112981-001	PRE-S-A1-1.0	Soil	12/15/2021 16:04	<input type="checkbox"/>	C													
2112981-001	PRE-S-A2-0.7	Soil	12/15/2021 15:45	<input type="checkbox"/>	D													
2112981-001	PRE-S-A3-1.0	Soil	12/15/2021 15:57	<input type="checkbox"/>	E													
2112981-001	PRE-S-A4-0.8	Soil	12/15/2021 15:52	<input type="checkbox"/>	F													

Test Legend:

1	PBMS_TTLC_S	2		3		4	
5		6		7		8	
9		10		11		12	

Prepared by: Valerie Alfaro
Add-On Prepared By: Lilly Ortiz

Comments: Added STLC Pb to sample 001A 12/23/2021 STAT. TTLC Pb added to 001 as discrete samples 12/28/21 RTAT

NOTE: Soil samples are discarded 60 days after receipt unless other arrangements are made (Water samples are 30 days).
 Hazardous samples will be returned to client or disposed of at client expense.



WORK ORDER SUMMARY

Client Name: ENVIRONMENTAL SERVICE
Client Contact: Marc Papineau
Contact's Email: marc_p@sbcglobal.net

Project: 2019-011.01; Concord Airport Self Storage (Claremont Homes Inc.)
Comments: Added STLC Pb to sample 001A 12/23/2021 STAT. TTLC Pb added to 001 as discrete samples 12/28/21 RTAT

Work Order: 2112981
QC Level: LEVEL 2
Date Logged: 12/16/2021
Date Add-On: 12/28/2021

LabID	ClientSampID	Matrix	Test Name	Containers /Composites	Bottle & Preservative	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	SubOut
001C	PRE-S-A1-1.0	Soil	SW6020 (Lead)	1	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 16:04	3 days	1/3/2022		<input type="checkbox"/>	
001D	PRE-S-A2-0.7	Soil	SW6020 (Lead)	1	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 15:45	3 days	1/3/2022		<input type="checkbox"/>	
001E	PRE-S-A3-1.0	Soil	SW6020 (Lead)	1	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 15:57	3 days	1/3/2022		<input type="checkbox"/>	
001F	PRE-S-A4-0.8	Soil	SW6020 (Lead)	1	8OZ GJ, Unpres	<input type="checkbox"/>	<input type="checkbox"/>	12/15/2021 15:52	3 days	1/3/2022		<input type="checkbox"/>	

NOTES: * STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.

212981

McCAMPBELL ANALYTICAL, INC.

1534 WILLOW PASS ROAD
PITTSBURG, CA 94565-1701

Website: www.mccampbell.com Email: main@mccampbell.com
Telephone: (877) 252-9262 Fax: (925) 252-9269

CHAIN OF CUSTODY RECORD

TURNAROUND TIME RUSH 24 HR 48 HR 72 HR 5 DAY

GeoTracker EDF PDF Excel Write On (DW)

Report To: M. Papineau Bill To: Accounts Payable
Company: Environmental Service Environmental Service (ENVC)
5789 Gold Creek Drive 5789 Gold Creek Drive
Castro Valley, CA 94552 Castro Valley, CA 94552
Tele: (510) 881-8574 E-Mail: marc_p@sbcglobal.net
Project #: 2019-011.01 Project Name: Concord Airport Self Storage (Claremont Homes Inc.)
Project Location: Solano Way between SR4 & Marsh Dr, Concord, CA (APN 125-210-012)
Sampler Signature: *MP* QUOTE ID #213425 - 10-28-2021

Analysis Request QUOTE ID #213425-10-28-2021 Other Comments

SAMPLE ID	Field Point Name	SAMPLING		# Containers	Type Containers	MATRIX		METHOD PRESERVED	
		Date	Time			Water	Soil	ICE	HCL

MTBE / BTEX as Gas (8260B)	MTBE / BTEX ONLY (EPA 602 / 8021)	TPH as multi-range Diesel & Motor Oil	Total Petroleum Oil & Grease (1664 / 5520 E/B&F)	Total Petroleum Hydrocarbons (418.1)	EPA 502.2 / 601 / 8010 / 8021 (HVOCS)	EPA 8081A (OC Pesticides ESLs)	EPA 608 / 8082 PCBs ONLY; Aroclors / Congeners	EPA 507 / 814 (NP Pesticides)	EPA 515 / 8151 (Acidic Cl Herbicides)	EPA 509 / 8151 (Acidic Cl Herbicides) STLC Pb	EPA 525.2 / 625-8250 (SVOCs) TTLC Pb	EPA 8270 SIM / 8310 (PAHs / PNAs)	CAM 17 Metals (200.7 / 200.8 / 6010 / 6020)	LUFT 5 Metals (200.7 / 200.8 / 6010 / 6020)	Lead (200.7 / 200.8 / 6010 / 6020) dry weight basis	x10 WET	x20 TCLP	Notes
----------------------------	-----------------------------------	---------------------------------------	--	--------------------------------------	---------------------------------------	--------------------------------	--	-------------------------------	---------------------------------------	---	---	-----------------------------------	---	---	---	---------	----------	-------

PRE-S-A1-1.0	A1	12-15-2021	1604	1	J8			X	X										
PRE-S-A2-0.7	A2	12-15-2021	1545	1	J8			X	X										4-pt composite
PRE-S-A3-1.0	A3	12-15-2021	1557	1	J8			X	X										
PRE-S-A4-0.8	A4	12-15-2021	1552	1	J8			X	X										
PRE-S-B1-1.0	B1	12-15-2021	1520	1	J8			X	X										
PRE-S-B2-1.0	B2	12-15-2021	1529	1	J8			X	X										4-pt composite
PRE-S-B3-1.0	B3	12-15-2021	1514	1	J8			X	X										
PRE-S-B4-1.0	B4	12-15-2021	1508	1	J8			X	X										
PRE-S-C1-0.5	C1	12-15-2021	1441	1	J8			X	X										
PRE-S-C2-0.5	C2	12-15-2021	1410	1	J8			X	X										4-pt composite
PRE-S-C3-1.0	C3	12-15-2021	1448	1	J8			X	X										
PRE-S-C4-1.0	C4	12-15-2021	1428	1	J8			X	X										

Relinquished By: *Max Papineau* Date: 12-16-2021 Time: 0955 Received By: *Mai courier*
Relinquished By: *Mai courier* Date: 12/16/21 Time: 1040 Received By: *Yuki Gm*
Relinquished By: Date: Time Received By:

ICE/° _____ COMMENTS:
GOOD CONDITION 0.8 wet J8 8-ounce wide-mouth jar (glass)
HEAD SPACE ABSENT _____ En 5-gram EnCore sampler
DECHLORINATED IN LAB _____
APPROPRIATE CONTAINERS _____
PRESERVED IN LAB _____
- VOAS O&G METALS OTHER PAGE 1 OF 2

Added 12/23/21 STAT.
Added 12/28/21 R 775

EXHIBIT D
FORM OF PERFORMANCE BOND

1 by year

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

Mailing Address for Notices

OWNER:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description:
(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name
and Title:

Signature: _____

Name
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address



EXHIBIT E
FORM OF RENTAL AGREEMENT

SELF STORAGE RENTAL AGREEMENT

<Site.StreetAddress1>, <Site.City>, <Site.Region> <Site.PostalCode>

**Occupant
Information**

Name: <Tenant.FirstName> <Tenant.LastName>
Address: <Tenant.StreetAddress1>
<Tenant.StreetAddress2>
<Tenant.City>, <Tenant.Region> <Tenant.PostalCode>
Phone: Home: <Tenant.HomePhone>
Work: <Tenant.WorkPhone>
Cell: <Tenant.MobilePhone>
Email: <Tenant.Email>
Social Security #: <Tenant.SSN_Masked>
Drivers License #: <Tenant.DriversLicense> State: <Tenant.DriversLicenseRegion>

**Alternate
Person**

Employer's Name: <Tenant.Employer>

Please provide the name and address of another person to whom the Preliminary Lien Notice and subsequent notices may be sent. (If none write "none")

Name: <Tenant.AltName>
Address: <Tenant.AltStreetAddress1>
<Tenant.AltCity>, <Tenant.AltRegion> <Tenant.AltPostalCode>

**Military
Service:**

Are you or your spouse on active duty military service?
<ESign.RadioButtonPair:Yes:No>

**Space,
Rent,
Fees
& Charges**

Space/Unit #: <Tenant.UnitName>
Lease Start Date: <Tenant.MoveInDate>
Rent Due Date: <Tenant.DueDay>st of each month
Rent: \$<Tenant.RentalRate>
Admin. Fee: \$<Tenant.FeeAdmin>
Late Fee: \$<Tenant.LateFee1>
Bad Check Charge: \$<Tenant.FeeBadCheck>
Pre-Lien Letter Charge: \$20.00
Lien Letter Charge: \$20.00



Auction/Lock Cut Fee: \$<Fee.Auction>

NOTICE OF LIEN: Pursuant to the California Self-Service Storage Facility Act your property will be subject to a claim of lien for unpaid rent and other charges and may even be sold to satisfy the lien if rent and other charges due remain unpaid for fourteen (14) consecutive days.

LIEN NOTIFICATION BY ELECTRONIC MAIL: Lien notices may be sent to the occupant and to the alternate by electronic mail.

OWNER'S RIGHT TO TOW: Pursuant to the California Self-Service Storage Act, Owner also has the right to tow a vehicle, watercraft or trailer from the facility when rent and other charges are 60 or more days past due.

_____ Self Storage (hereinafter Owner) rents to Occupant the storage space indicated above pursuant to the following terms and conditions:

1. **TERM:** The term of the tenancy shall commence on the date indicated above and shall continue on a month-to-month basis until terminated by either party on not less than (10) days' notice. The minimum rental term is one month.
2. **RENT:** The rent shall be the amount stated above and paid to Owner at the address stated above. Rent is due each month on the rent due date in advance and without demand. Owner reserves the right to require that rent and other charges be paid in cash, certified check or money order. Owner may change the monthly rent or other charges by giving Occupant thirty (30) days advanced written notice by first-class mail or by email at the postal address or email address stated in this agreement. The new rent shall become effective on the next date rent is due. If Occupant has made advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate.
3. **PARTIAL RENT PAYMENTS:** Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial rent payments by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property as provided by the California Self-service Storage Facility Act.
4. **CHANGE OF ADDRESS:** Occupant must provide address changes to Owner in writing. Such change will become effective when received by Owner. It is the responsibility of the Occupant to verify that Owner has received and recorded the requested change of address.
5. **ADMINISTRATION FEE:** Occupant agrees to pay the indicated non-refundable administration fee.
6. **SECURITY DEPOSIT:** Occupant will pay in advance a security deposit in the amount

stated above to secure Occupant's faithful performance of all terms of this agreement. Occupant agrees that Owner need not segregate this deposit from other funds, and that no interest will be due for the period of time during which the deposit is held. This deposit, less all expenses incurred by Owner for damage to or cleaning of the storage space, shall be returned to Occupant within 15 days after Occupant removes all stored property from the storage space. At Owner's sole option, amounts may be withheld from the security deposit to compensate Owner for rent or any other charges due and unpaid under this agreement at the time Occupant relinquishes, abandons, or otherwise loses possession of the storage space. Owner reserves the right to require an additional security deposit when deemed necessary in Owner's sole discretion.

7. LATE FEES AND OTHER CHARGES: Occupant agrees to pay Owner the indicated late fee if rent is received ten (10) or more days after the due date. Occupant will pay Owner the indicated fee for each letter sent to Occupant notifying Occupant of the default. Occupant agrees to pay Owner the indicated "Bad Check Charge" plus all bank charges for any dishonored check. These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the event of default, Occupant agrees to pay all collection and lien costs incurred by Owner.

8. CROSS COLLATERALIZATION OF SPACES: When Occupant rents more than one space at this facility, the rent is secured by the property in all the spaces rented. Failure by Occupant to pay on any space shall be considered a default on all spaces rented. Owner may exercise all remedies, including, denial of access to the facility and sale of the property, if all rent on all spaces is not paid when due.

9. GATE ACCESS REVOKED: When rent or other charges remain unpaid for ten (10) consecutive days, Owner may revoke Occupant's gate access code. Owner may also immediately revoke Occupant's gate access code for good cause as provided in Paragraph 11. During any such period, Occupant will only have access to the space during office hours and must first check-in at the office prior to entry into the facility.

10. TERMINATION: Ten (10) days advanced written notice given by Owner or Occupant to the other party will terminate this tenancy. Owner does not prorate rent; only full months' prepaid rent shall be returned to Occupant within fifteen (15) days of vacating the unit. Upon termination of this tenancy under this Paragraph 10 or under Paragraph 11, Occupant must remove all personal property from the storage space, deliver possession thereof to Owner and leave the space broom clean and in good condition. Occupant is responsible for all damages.

11. TERMINATION FOR GOOD CAUSE: Owner shall be entitled to terminate this tenancy and to revoke Occupant's gate access code immediately for good cause which includes, without limitation, the following actions by Occupant or by any of Occupant's guests or invitees: (i) misconduct toward any employees of Owner or other occupants of the facility, including swearing or acts of physical intimidation, intentional property damage or assault, (ii) causing damage to any portion of the facility (iii) criminal or illegal acts, (iv) violating the use restrictions of Paragraphs 12 or 14, (v) repeated violations of the rules and regulations applicable to this facility or (vi) other conduct that is not consistent with the operation by Owner of a first-class self storage facility.

12. USE OF STORAGE SPACE: Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner does not exercise care, custody, nor control, over Occupant's stored property. Occupant agrees to use the storage space only for the storage of property wholly owned by Occupant. There shall be no residential occupancy of the storage space and Occupant shall not store food or any perishable items in the storage space. Occupant shall not store antiques, artworks, heirlooms, collectibles or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property. In all events, none of Occupant's stored property shall be within eighteen inches (18") of the lowest part of the sprinkler heads within the storage space and, upon receipt of request from Owner, Occupant shall remove or rearrange its stored property to maintain such required separation distance between the height of the stored property and the sprinkler heads.

13. LIMITATION OF VALUE OF STORED PROPERTY: Occupant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000. Occupant may be required to demonstrate proof of insurance before such increase will be granted. Occupant shall not store any property that is dangerous, that would affect Owner's insurance rates or any property that is illegal including illegal drugs of any kind or any marijuana or marijuana or cannabis containing substances or products regardless of whether such substances or products are legal or illegal. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below. Occupant acknowledges that (i) Occupant's agreement to the terms of this paragraph (Use of Storage Space) constitutes a material part of the consideration to be received by Owner in entering into this Agreement and (ii) without such agreement by Occupant, Owner would not have entered into this Agreement.

14. HAZARDOUS OR TOXIC MATERIALS PROHIBITED: Occupant is strictly prohibited from storing or using materials in the storage space or on the facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines, or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the storage space at any time to remove and dispose of prohibited items.

15. INSURANCE: Occupant acknowledges that Owner does not provide any type of insurance that would protect Occupant's personal property from loss by fire, theft, earthquake, malicious mischief or any other type of casualty loss. It is Occupant's responsibility to obtain such insurance. Subject to the terms of the Self Storage of _____ Protection Agreement attached hereto as an Addendum (the "Protection Agreement"), Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property and Occupant shall provide Owner with a certificate of insurance or

policy declarations page evidencing said coverage prior to storing any property within the storage space. Subject to the terms of the Protection Agreement, Occupant shall be responsible for ensuring that the insurance required hereby does not expire and remains active throughout the term of this rental agreement. Subject to the terms of the Protection Agreement, insurance on Occupant's property is a material condition of this agreement and is for the benefit of both Occupant and Owner and, without such condition being a part of this agreement, Owner would not have entered into this agreement. Subject to the terms of the Protection Agreement, failure to carry the required insurance is a breach of this agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents, or employees for loss of or damage to stored property.

16. RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the storage space by Occupant shall be at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property in the storage space or at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage of any nature or cause, rodents, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees. Occupant acknowledges that (i) Occupant's agreement to the terms of this paragraph (Release of Owner's Liability for Property Damage) constitutes a material part of the consideration to be received by Owner in entering into this Agreement and (ii) without such agreement by Occupant, Owner would not have entered into this Agreement.

17. RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY: Owner, Owner's agents and employees shall not be liable to Occupant for injury or death as a result of Occupant's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees. Occupant acknowledges that (i) Occupant's agreement to the terms of this paragraph (Release of Owner's Liability for Bodily Injury) constitutes a material part of the consideration to be received by Owner in entering into this Agreement and (ii) without such agreement by Occupant, Owner would not have entered into this Agreement.

18. TIME TO MAKE CLAIM OR BRING SUIT: Occupant must bring any claim that arises out of this rental agreement, the negotiations that proceeded this tenancy, or for loss of or damage to stored property within twelve (12) months of the date of the acts, omissions, or inactions that gave rise to such claim or suit or twelve (12) months after the termination of this rental agreement, whichever occurs first.

19. INDEMNITY: Occupant agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's use of the storage space and common areas, including claims for Owner's active negligence.

20. LOCKS: Occupant shall provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure the space. If the space is found unlocked Owner may, but is not obligated to,

take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Occupant.

21. RULES AND REGULATIONS: Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

22. PROPERTY LEFT IN THE STORAGE SPACE: Owner may dispose of any property left or abandoned in the storage space or on the storage facility by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property.

23. OCCUPANT ACCESS: Occupant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Occupant's identity and inspecting vehicles that enter the storage facility.

24. OWNER'S RIGHT TO ENTER: Occupant grants Owner, Owner's agents or representatives of any governmental authority, including police and fire officials, access to the storage space upon three (3) days advanced written notice to Occupant. In the event of an emergency, Owner, Owner's agents or representatives of governmental authority shall have the right to enter the storage space without notice to Occupant, and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Owner's rights.

25. NO SUBLETTING: Occupant shall not assign or sublease or otherwise allow usage of the storage space by any persons other than Occupant without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason in Owner's sole discretion.

26. NOTICES: All notices required by this rental agreement shall be sent by first class mail postage prepaid to Occupant's last known mailing address or by e-mail to the e-mail address provided by the occupant. Notices shall be deemed given when deposited in the United States mail or sent to the electronic mail address provided by Occupant. Occupant agrees that mailed notice is conclusively presumed to have been received by Occupant five (5) days after mailing, unless returned to Owner by the U.S. Postal Service and that electronic mail notices shall be deemed delivered upon sending unless Owner receives notice of non-delivery within 48 hours of sending the notice. All statutory notices shall be sent as required by law.

27. NO WARRANTIES: No expressed or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the storage space for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.

28. NO ORAL AGREEMENTS: This rental agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage space for the storage of Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the storage space and the facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Owner or by Owner's agents or employees purporting to modify or add to this rental agreement. Occupant understands and agrees that this agreement may be modified only in writing, signed by both parties.

29. SUCCESSION: All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

30. ENFORCEMENT: If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

31. SPACE SIZE APPROXIMATE: Space sizes are approximate and for comparison purposes only. Spaces may be smaller than indicated in advertising or other size indicators.

32. NO ALTERATIONS: Occupant shall make no alterations of any type whatsoever to the interior or exterior of the space.

33. NO WAIVER: No waiver of any provision of this agreement shall be implied by any failure of a party to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently, any waiver by a party of any provision of this agreement may only be in writing, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

34. PERMISSION TO COMMUNICATE: Occupant recognizes that Owner and Occupant are entering into a business relationship as Owner and Occupant. Occupant agrees to keep at least one valid and working phone number on file with Owner at all times for the purposes of contact by Owner. Occupant authorizes and consents to Owner phoning, texting (including automated calls and texts), faxing, e-mailing and using social media to communicate with Occupant with marketing, facility related information and/or other business-related communications including but not limited to collection of amounts due hereunder.

35. RELOCATION: Owner shall be entitled to change the storage space rented by Occupant at any time on not less than thirty (30) days' prior written notice and to relocate Occupant's property to said new space at no cost to Occupant.

Signatures on following page

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Do not sign this agreement until you have read it and fully understand it. This agreement limits the Owner's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.

Occupant Signature: <ESign.Signature1>
<Tenant.LeaseSignDate>

Date:

On Behalf of Owner: <ESign.Signature2>

Date:
<Tenant.LeaseSignDate>