

APPENDIX G:  
HAZARDS AND HAZARDOUS  
MATERIALS





<b>TYPE OF SERVICES</b>	Phase I Environmental Site Assessment
<b>LOCATION</b>	23500 Cristo Rey Drive Cupertino, California
<b>CLIENT</b>	The Forum at Rancho San Antonio
<b>PROJECT NUMBER</b>	905-1-2
<b>DATE</b>	April 13, 2017



ENVIRONMENTAL

<b>Type of Services</b>	Phase I Environmental Site Assessment
<b>Location</b>	23500 Cristo Rey Drive Cupertino, California
<b>Client</b>	The Forum at Rancho San Antonio
<b>Client Address</b>	23500 Cristo Rey Drive Cupertino, California 95014
<b>Project Number</b>	905-1-2
<b>Date</b>	April 13, 2017

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**FIGURE 1 – VICINITY MAP**  
**FIGURE 2 – SITE PLAN**

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**Type of Services**  
**Location**

**Phase I Environmental Site Assessment**  
**23500 Cristo Rey Drive**  
**Cupertino, California**

## **SECTION 1: INTRODUCTION**

This report presents the results of the Phase I Environmental Site Assessment (ESA) performed at 23500 Cristo Rey Drive in Cupertino, California (Site) as shown on Figures 1 and 2. This work was performed for The Forum at Rancho San Antonio (The Forum) in accordance with our March 6, 2017 Agreement (Agreement).

### **1.1 PURPOSE**

The scope of work presented in the Agreement was prepared in general accordance with ASTM E 1527-13 titled, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" (ASTM Standard). The ASTM Standard is in general compliance with the Environmental Protection Agency (EPA) rule titled, "Standards and Practices for All Appropriate Inquiries; Final Rule" (AAI Rule). The purpose of this Phase I ESA is to strive to identify, to the extent feasible pursuant to the scope of work presented in the Agreement, Recognized Environmental Conditions at the property.

As defined by ASTM E 1527-13, the term Recognized Environmental Condition means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not Recognized Environmental Conditions.

Cornerstone Earth Group, Inc. (Cornerstone) understands that The Forum is planning construction of new residential villas, a multi-purpose building, and memory care and skilled nursing facilities, as well as expansion and remodeling of other existing on-Site facilities. We performed this Phase I ESA to support The Forum in evaluation of Recognized Environmental Conditions at the Site. This Phase I ESA is intended to reduce, but not eliminate, uncertainty regarding the potential for Recognized Environmental Conditions at the Site.

### **1.2 SCOPE OF WORK**

As presented in our Agreement, the scope of work performed for this Phase I ESA included the following:

- A reconnaissance of the Site to note readily observable indications of significant hazardous materials releases to structures, soil or ground water.

- Drive-by observation of adjoining properties to note readily apparent hazardous materials activities that have or could significantly impact the Site.
- Acquisition and review of a regulatory agency database report of public records for the general area of the Site to evaluate potential impacts to the Site from reported contamination incidents at nearby facilities.
- Review of readily available information on file at selected governmental agencies to help evaluate past and current Site use and hazardous materials management practices.
- Review of readily available maps and aerial photographs to help evaluate past and current Site uses.
- Interviews with persons reportedly knowledgeable of existing and prior Site uses.
- Preparation of a written report summarizing our findings and recommendations.

The limitations for the Phase I ESA are presented in Section 10; the terms and conditions of our Agreement are presented in Appendix A.

### **1.3 ASSUMPTIONS**

In preparing this Phase I ESA, Cornerstone assumed that all information received from interviewed parties is true and accurate. In addition, we assumed that all records obtained by other parties, such as regulatory agency databases, maps, related documents and environmental reports prepared by others are accurate and complete. We also assumed that the boundaries of the Site, based on information provided by The Forum, are as shown on Figure 2. We have not independently verified the accuracy or completeness of any data received.

### **1.4 ENVIRONMENTAL PROFESSIONAL**

This Phase I ESA was performed by Stason I. Foster, P.E. and Peter M. Langtry, P.G., C.E.G., Environmental Professionals who meet the qualification requirements described in ASTM E 1527-13 and 40 CFR 312 § 312.10 based on professional licensing, education, training and experience to assess a property of the nature, history and setting of the Site.

## **SECTION 2: SITE DESCRIPTION**

This section describes the Site as of the date of this Phase I ESA. The location of the Site is shown on Figures 1 and 2. Tables 1 through 3 summarize general characteristics of the Site and adjoining properties. The Site is described in more detail in Section 7, based on our on-Site observations.

### **2.1 LOCATION AND OWNERSHIP**

Table 1 describes the physical location, and ownership of the property, based on information provided by The Forum. In addition to the main facility address of 23500 Cristo Rey Drive, the on-Site Health Care Center uses an address of 23600 Via Esplendor. Both addresses were researched during this study.



**Table 1. Location and Ownership**

<b>Assessor's Parcel No. (APN)</b>	342-53-001 through 259 (apartments in Buildings 1-5); 342-54-001 through 008 (Villas 1-8); 342-54-009 through 015 (Villas 9-15); 342-55-001 through 045 (Villas 16-60); and 342-54-016 (Health Care Center).
<b>Reported Address/Location</b>	23500 Cristo Rey Drive and 23600 Via Esplendor, Cupertino, California
<b>Owner</b>	The Roman Catholic Bishop of San Jose
<b>Approximate Lot Size</b>	51.5 acres

**2.2 CURRENT/PROPOSED USE OF THE PROPERTY**

The current and proposed uses of the property are summarized in Table 2.

**Table 2. Current and Proposed Uses**

<b>Current Use</b>	The Forum at Rancho San Antonio senior living facility
<b>Proposed Use</b>	Same as above

**2.3 SITE SETTING AND ADJOINING PROPERTY USE**

Land use in the general Site vicinity appears to be primarily residential, along with open space. Based on our Site vicinity reconnaissance, adjoining Site uses are summarized below in Table 3.

**Table 3. Adjoining Property Uses**

<b>Northwest</b>	Ranch San Antonio County Park
<b>Northeast</b>	Residential (across Highway 280)
<b>Southwest</b>	Residential and Ranch San Antonio County Park
<b>Southeast</b>	Residential and Maryknoll property

**SECTION 3: USER PROVIDED INFORMATION**

The ASTM standard defines the User as the party seeking to use a Phase I ESA to evaluate the presence of Recognized Environmental Conditions associated with a property. For the purpose of this Phase I ESA, the User is The Forum. The "All Appropriate Inquiries" Final Rule (40 CFR Part 312) requires specific tasks be performed by or on behalf of the party seeking to qualify for Landowner Liability Protection under CERCLA (*i.e.*, the User).

Per the ASTM standard, if the User has information that is material to Recognized Environmental Conditions, such information should be provided to the Environmental Professional. This information includes: 1) specialized knowledge or experience of the User, 2) commonly known or reasonably ascertainable information within the local community, and 3) knowledge that the purchase price of the Site is lower than the fair market value due to contamination. A search of title records for environmental liens and activity and use limitations also is required.

### **3.1 ENVIRONMENTAL LIENS OR ACTIVITY AND USE LIMITATIONS**

An environmental lien is a financial instrument that may be used to recover past environmental cleanup costs. Activity and use limitations (AULs) include other environmental encumbrances, such as institutional and engineering controls. Institutional controls (ICs) are legal or regulatory restrictions on a property's use, while engineering controls (ECs) are physical mechanisms that restrict property access or use.

The regulatory agency database report described in Section 4.1 did not identify the Site as being in 1) US EPA databases that list properties subject to land use restrictions (*i.e.*, engineering and institutional controls) or Federal Superfund Liens or 2) lists maintained by the California Department of Toxic Substances Control (DTSC) of properties that are subject to AULs or environmental liens where the DTSC is a lien holder.

ASTM E 1527-13 categorizes the requirement to conduct a search for Environmental Liens and AULs as a User responsibility. A search of land title records for environmental liens and AULs was not within the scope of the current Phase I ESA.

### **3.2 SPECIALIZED KNOWLEDGE AND/OR COMMONLY KNOWN OR REASONABLY ASCERTAINABLE INFORMATION**

Based on information provided by or discussions with The Forum, we understand that The Forum does not have specialized knowledge or experience, commonly known or reasonably ascertainable information regarding the Site, or other information that is material to Recognized Environmental Conditions.

## **SECTION 4: RECORDS REVIEW**

### **4.1 STANDARD ENVIRONMENTAL RECORD SOURCES**

Cornerstone conducted a review of federal, state and local regulatory agency databases provided by Environmental Data Resources (EDR) to evaluate the likelihood of contamination incidents at and near the Site. The database sources and the search distances are in general accordance with the requirements of ASTM E 1527-13. A list of the database sources reviewed, a description of the sources, and a radius map showing the location of reported facilities relative to the project Site are attached in Appendix B.

The purpose of the records review was to obtain reasonably available information to help identify Recognized Environmental Conditions. Accuracy and completeness of record information varies among information sources, including government sources. Record information is often inaccurate or incomplete. The Environmental Professional is not obligated to identify mistakes or insufficiencies or review every possible record that might exist with the Site. The customary practice is to review information from standard sources that is reasonably available within reasonable time and cost constraints.

#### **4.1.1 On-Site Database Listings**

The Forum was identified in the Facility Index System (FINDS) database, which contains an inventory of facilities monitored or regulated by the EPA. It contains both facility information and 'pointers' to other sources that contain more detail. Information obtained from the EPA Facility

Registry Service website (<https://www.epa.gov/enviro/facility-registry-service-frs>) indicates that The Forum is subject to the California Environmental Reporting System (CERS), a statewide web-based system that facilitates electronically collecting and reporting various hazardous materials, hazardous waste and compliance/enforcement data as mandated by the California Health and Safety Code and other legislation. FINDS database listings are not indicative of an on-Site chemical release.

The Forum was additionally identified on the National Pollutant Discharge Elimination System (NPDES) database. This listing appears likely to have been associated with storm water discharges during prior construction activities. The NPDES permit is noted to have been terminated in 2006.

#### 4.1.2 Nearby Spill Incidents

Based on the information presented in the agency database report, no off-Site spill incidents were reported that appear likely to significantly impact soil, soil vapor or ground water beneath the Site. The potential for impact was based on our interpretation of the types of incidents, the locations of the reported incidents in relation to the Site and the assumed ground water flow direction.

### 4.2 ADDITIONAL ENVIRONMENTAL RECORD SOURCES

The following additional sources of readily ascertainable public information for the Site also were reviewed during this Phase I ESA.

#### 4.2.1 City and County Agency File Review

Cornerstone requested available files pertaining to 23500 Cristo Rey Drive and 23600 Via Esplendor at the following public agencies: the Cupertino Building Department (BD), Cupertino Fire Department (FD), and the Santa Clara County Department of Environmental Health (DEH). The information reviewed is summarized in Table 4. Due to the large number of documents (thousands of pages) at the BD and FD, a detailed review of each could not be reasonably performed within the scope of this investigation. A cursory review was conducted, focusing on those documents that, based on our professional judgment, appeared to be of greater relevance.

**Table 4. File Review Information**

Agency Name	Date	Occupant	Remarks
FD	1989 to 2007	The Forum	Plan review comments and multiple fire/life safety inspection records related mainly to fire alarms and sprinkler systems. The records reviewed noted the presence of a pool, elevators, an emergency generator, a shop area and mechanical rooms.
FD	2006 to 2013	The Forum	Hazardous materials inventories noted the presence of pool maintenance chemicals (muriatic acid and sodium hypochlorite [15 gallons each]) and diesel fuel for an emergency generator (1,000 gallons in an above ground storage tank [AST] and 200 gallons in an integral AST within the generator).
DEH	2017	The Forum	California Environmental Reporting System forms noting that hazardous materials are present at the facility. No

			chemical inventory was provided.
BD	1989 to 2016	The Forum	Multiple permits and associated documents pertaining to initial construction of the existing facility and subsequent renovations, repairs and additions.

**SECTION 5: PHYSICAL SETTING**

We reviewed readily available geologic and hydrogeologic information to evaluate the likelihood that chemicals of concern released on a nearby property could pose a significant threat to the Site and/or its intended use.

**5.1 RECENT USGS TOPOGRAPHIC MAP**

A 2012 USGS 7.5 minute topographic map was reviewed to evaluate the physical setting of the Site. The Site’s elevations range from approximately 320 feet above mean sea level on the northwest portion of the Site to approximately 440 feet on the southeast portion of the Site. Several gentle to moderate slopes are present throughout the Site. Site topography varies, but generally slopes downward to the west or northwest towards Permanente Creek.

**5.2 HYDROGEOLOGY**

In addition to our recent Geotechnical and Geologic Hazard Investigation (Cornerstone, 2016), several geotechnical and geologic hazard investigations were performed at the Site between 1979 and 1986 before a design-level geotechnical investigation was performed for the existing facility in 1988. During these studies, perched ground water was encountered on portions of the Site as shallow as 13 feet. California Geological Survey (CGS) historic high ground water maps indicate that free ground water may be at depths greater than 50 feet. Ground water likely flows to the west or northwest, generally following surface topography.

**SECTION 6: HISTORICAL USE INFORMATION**

The objective of the review of historical use information is to develop a history of the previous uses of the Site and surrounding area in order to help identify the likelihood of past uses having led to Recognized Environmental Conditions at the property. The ASTM standard requires the identification of all obvious uses of the property from the present back to the property’s first developed use, or back to 1940, whichever is earlier, using reasonably ascertainable standard historical sources.

**6.1 HISTORICAL SUMMARY OF SITE**

The historical sources reviewed are summarized below. The results of our review of these sources are summarized in Table 5.

- **Historical Aerial Photographs:** We reviewed aerial photographs dated between 1939 and 2012 obtained from EDR of Shelton, Connecticut; copies of aerial photographs reviewed are presented in Appendix C.
- **Historical Topographic Maps:** We reviewed USGS 15-minute and 7.5-minute historical topographic maps dated 1897, 1899, 1902, 1943, 1947, 1948, 1953, 1961, 1968, 1973,

1980, 1995 and 2012; copies of historical topographic maps reviewed are presented in Appendix C.

- **Historical Fire Insurance Maps:** EDR reported that the Site was not within the coverage area of fire insurance maps.
- **Local Street Directories:** We reviewed city directories obtained from EDR that were researched at approximately 5 year intervals between 1970 and 2013 to obtain information pertaining to past Site occupants. The city directory summary is presented in Appendix D.

**Table 5. Summary of Historical Source Information for Site**

Date	Source	Comment
1897 to 1947	Topographic maps	No structures are shown on-Site.
1939 to 1974	Aerial photographs	The Site is shown to be occupied mainly by orchards. Some portions appear to be undeveloped land.
1948 to 1968	Topographic maps	Portions of the Site are depicted as being occupied by orchards.
1980	Aerial photograph	The prior orchard trees are shown to have been removed and the Site is appears to be undeveloped land.
1991	Aerial photograph	The existing senior living facility structures are shown to be under construction.
1995 and 2012	Topographic maps	Several of the existing on-Site structures and/or roadways are depicted.
1998 to 2012	Aerial photographs	The Site appears similar to the existing conditions.
1995 to 2013	City Directories	Occupants listed as Forum at Rancho San Antonio and/or Forum Health Center, along with multiple individuals.

## 6.2 HISTORICAL SUMMARY OF SITE VICINITY

Based on our review of the information described in Section 6.1, the general Site vicinity historically consisted mainly of agricultural land (orchards) with widely spaced residences. Additionally, St. Josephs College (later named St. Josephs Seminary) and Maryknoll Seminary were present adjacent to the southwest and southeast of the Site, respectively, since at least the 1930s. Highway 280 and residential developments were constructed adjacent to the northeast of the Site by the late 1960s. St. Josephs Seminary was demolished during the early 1990s and subsequently the property was developed with the existing single family residences.

## SECTION 7: SITE RECONNAISSANCE

We performed a Site reconnaissance to evaluate current Site conditions and to attempt to identify Site Recognized Environmental Conditions. The results of the reconnaissance are discussed below. Additional Site observations are summarized in Table 6 in Section 7.2. Photographs of the Site are presented in Section 7.2.1.

## 7.1 METHODOLOGY AND LIMITING CONDITIONS

To observe current Site conditions (readily observable environmental conditions indicative of a significant release of hazardous materials), Cornerstone staff Stason I. Foster, P.E. visited the Site on March 22, 2017 and was accompanied by Mr. Kaz Takahashi, Director of Plant Operations at The Forum. The Site reconnaissance was conducted by walking representative areas of the Site, including portions of the interiors of the health care center, community building, and maintenance shop buildings, along with representative exterior areas. The interiors of the existing residential units were not observed. Cornerstone staff only observed those areas that were reasonably accessible, safe, and did not require movement of equipment, materials or other objects. Physical obstructions that limited our ability to view the ground surface at the Site included the existing buildings and associated paved vehicle drives and parking areas (typical of developed properties).

## 7.2 OBSERVATIONS

At the time of our visit, the Site was observed to be developed with The Forum at Rancho San Antonio, a senior living facility consisting of multiple residential villas and apartment buildings, a health care center, a community building, a pool and fitness center, and two maintenance buildings. Undeveloped land, predominantly located on the south and southeast portions of the Site, also was observed.

An emergency generator with an integral 200 gallon diesel fuel AST was observed within the health care center. Supplemental diesel fuel was observed to be stored within a 1,000 gallon trailer mounted AST located on a nearby exterior paved area. Two sanitary sewer lift stations also were observed; a trailer mounted generator (with integral diesel fuel ASTs) was present at each of the lift station locations. Mr. Takahashi indicated that the lift stations and associated generators are operated and maintained by the County of Santa Clara.

Pool maintenance chemicals (approximately 15 gallons of sodium hypochlorite and 50 pounds of Citric Acid Anhydrous) were observed within a mechanical room adjacent to the pool. Two facility maintenance buildings and a cooling tower enclosure were observed adjacent to the community building. Various building maintenance products, refrigerants and paint related products were observed to be stored on shelving and in metal flammable material storage cabinets within the maintenance buildings. Additional water based paint and painting equipment were observed within a storage room in a garage area of one of the apartment buildings. Typical janitorial cleaning products were observed on shelving within several storage rooms within the facility. Laundry detergents and related products also were observed within multiple 5-gallon containers within a laundry room at the health care center and in a nearby storage closet.

A mechanical room within the community building was observed to contain natural gas fueled boilers for heating and domestic hot water generation, along with water softening equipment. Mr. Takahashi indicated that similar equipment was present within the health care center. Water treatment chemicals (hydrochloric acid, biocides, dispersants and other corrosion inhibitors) were observed near the boilers and also near the cooling towers. These products were stored in polyethylene containers with capacities ranging from 5 to 55 gallons.

Ten hydraulic powered elevators are present on-Site within the apartment buildings, community building and health care center. Elevator equipment containing hydraulic fluid was observed

within a representative elevator equipment room. Hydraulic powered trash compactors also were observed on-Site. No evidence of hydraulic fluid spills was readily apparent.

Electricity and/or natural gas fuel sources appeared to be used for building heating/cooling purposes. Potable water appeared to be supplied by the local water service provider. The buildings are connected to the publically owned sanitary sewer system; no on-Site septic systems were obvious. Three below ground grease interceptors were observed. Mr. Takahashi indicated that the grease interceptors are periodically pumped out by a service contractor. On-Site storm water catch basins appeared to discharge via below ground piping to the City’s storm water drainage system or to undeveloped areas of the Site. Several pad mounted electrical transformers owned by PG&E also were observed on-Site. No evidence of transformer oil leaks was readily apparent.

**Table 6. Summary of Readily Observable Site Features**

General Observation	Comments
Aboveground Storage Tanks	Observed as described above
Agricultural Wells	Not Observed
Air Emission Control Systems	Not Observed
Boilers	Observed as described above
Burning Areas	Not Observed
Chemical Mixing Areas	Not Observed
Chemical Storage Areas	Observed as described above
Clean Rooms	Not Observed
Drainage Ditches	Not Observed
Elevators	Observed as described above
Emergency Generators	Observed as described above
Equipment Maintenance Areas	Observed as described above
Fill Placement	Not Observed
Ground Water Monitoring Wells	Not Observed
High Power Transmission Lines	Not Observed
Hoods and Ducting	Observed within kitchen areas
Hydraulic Lifts	Not Observed
Incinerator	Not Observed
Petroleum Pipelines	Not Observed
Petroleum Wells	Not Observed
Ponds or Streams	Not Observed
Railroad Lines	Not Observed
Row Crops or Orchards	Not Observed
Stockpiles of Soil or Debris	Not Observed
Sumps or Clarifiers	Observed as described above (grease interceptors)
Transformers	Observed as described above
Underground Storage Tanks	Not Observed
Vehicle Maintenance Areas	Not Observed
Vehicle Wash Areas	Not Observed
Wastewater Neutralization Systems	Not Observed

The comment “Not Observed” does not warrant that these features are not present on-Site; it only indicates that these features were not readily observed during the Site visit.

### 7.2.1 Site Photographs



Photograph 1. View of the on-site community building.



Photograph 2. View of the on-site health care center.



Photograph 3. Typical residential villas.



Photograph 4. Emergency generator at the health care center.



Photograph 5. 1,000 gallon diesel fuel AST.



Photograph 6. Sanitary sewer lift station and generator.





Photograph 7. Janitorial storage area.



Photograph 8. Laundry room products.



Photograph 9. Pool chemical storage.



Photograph 10. Maintenance building. One of the three grease interceptors is shown at lower right.



Photograph 11. Water treatment chemicals near cooling tower.



Photograph 12. Natural gas fueled boiler at community building.

## **SECTION 8: ENVIRONMENTAL QUESTIONNAIRE AND INTERVIEWS**

### **8.1 ENVIRONMENTAL QUESTIONNAIRE**

To help obtain information on current and historical Site use and use/storage of hazardous materials on-Site, we provided an environmental questionnaire to The Forum. The completed questionnaire is attached in Appendix E. The provided information appears consistent with our observations as described in Section 7.2.

### **8.2 INTERVIEWS WITH PREVIOUS OWNERS AND OCCUPANTS**

Contact information for previous Site owners and occupants was not provided to us. Therefore, interviews with previous Site owners and occupants could not be performed.

## **SECTION 9: FINDINGS, OPINIONS AND CONCLUSIONS (WITH RECOMMENDATIONS)**

Cornerstone performed this Phase I ESA in general accordance with ASTM E1527-13 to support The Forum in evaluation of Recognized Environmental Conditions. Our findings, opinions and conclusions are summarized below.

### **9.1 HISTORICAL SITE USAGE**

Based on the information obtained during this study, portions of the Site were occupied by orchards until at least the mid 1970s. Construction of the existing senior living facility was initiated in approximately 1989. The facility currently consists of multiple residential villas and apartment buildings, a health care center, a community building, a pool and fitness center, and two maintenance buildings.

### **9.2 CHEMICAL STORAGE AND USE**

As described in Section 7.2, a variety of hazardous materials are used and stored on-Site that are mainly related to operation and maintenance of the existing buildings and associated facilities. General housekeeping of chemical storage areas appeared orderly with no readily observable evidence of significant spills or leaks.

### **9.3 AGRICULTURAL USE**

The Site was used for agricultural purposes for several decades. Pesticides may have been applied to crops in the normal course of farming operations. Residual pesticide concentrations may remain in on-Site soil. If elevated concentrations of agricultural chemicals are present, mitigation or soil management measures may be required during the planned construction/earthwork activities. We recommend performing soil sampling to evaluate if agricultural chemicals are present.

### **9.4 IMPORTED SOIL**

If the planned development will require importing soil for Site grading, we recommend documenting the source and quality of imported soil. The DTSC's October 2001 Clean Fill Advisory provides useful guidance on evaluating imported fill.

## **9.5 POTENTIAL ENVIRONMENTAL CONCERNS WITHIN THE SITE VICINITY**

Based on the information obtained during this study, no hazardous material spill incidents have been reported in the Site vicinity that would be likely to significantly impact the Site.

## **9.6 ASBESTOS CONTAINING BUILDING MATERIALS**

By the construction date of the on-Site buildings, the use of asbestos containing building materials (ACBM) had significantly declined as compared to prior decades. However, if building demolition, renovation, or re-roofing is planned, an asbestos survey may be required by local authorities or National Emissions Standards for Hazardous Air Pollutants (NESHAP) guidelines. NESHAP guidelines require the removal of potentially friable ACBMs prior to building demolition or renovation that may disturb the ACBM.

## **9.7 LEAD-BASED PAINT**

The Consumer Product Safety Commission banned the use of lead as an additive in paint in 1978. Based on the age of the buildings, the potential for lead-based paint to be present appears low.

## **9.8 DATA GAPS**

ASTM Standard Designation E 1527-13 requires the Environmental Professional to comment on significant data gaps that affect our ability to identify Recognized Environmental Conditions. A data gap is a lack of or inability to obtain information required by ASTM Standard Designation E 1527-13 despite good faith efforts by the Environmental Professional to gather such information. A data gap by itself is not inherently significant; it only becomes significant if it raises reasonable concerns. No significant data gaps were identified during this Phase I ESA.

## **9.9 DATA FAILURES**

As described by ASTM Standard Designation E 1527-13, a data failure occurs when all of the standard historical sources that are reasonably ascertainable and likely to be useful have been reviewed and yet the historical research objectives have not been met. Data failures are not uncommon when attempting to identify the use of a Site at five year intervals back to the first use or to 1940 (whichever is earlier). ASTM Standard Designation E 1527-13 requires the Environmental Professional to comment on the significance of data failures and whether the data failure affects our ability to identify Recognized Environmental Conditions. A data failure by itself is not inherently significant; it only becomes significant if it raises reasonable concerns. No significant data failures were identified during this Phase I ESA.

## 9.10 RECOGNIZED ENVIRONMENTAL CONDITIONS

Cornerstone has performed a Phase I ESA in general conformance with the scope and limitations of ASTM E 1527-13. This assessment identified the following Recognized Environmental Conditions<sup>1</sup>.

- The Site historically was used for agricultural purposes. There is a potential that residual pesticides could remain in Site soil. In the event that elevated pesticide concentrations are identified, the project will implement common and standard applicable remedial measures, which may include: 1) excavation and off-Site disposal of the impacted soil at a permitted facility; 2) the use of engineering and administrative controls, such as consolidation and capping of the soil on-Site and land use covenants restricting certain activities/uses on those areas; and 3) a combination of the above. If on-Site capping measures are warranted based on the sampling results, we recommend that remedial work at the Site be overseen by an appropriate regulatory agency, such as the Department of Toxic Substances Control (DTSC) or the Santa Clara County Department of Environmental Health (SCCDEH).

## SECTION 10: LIMITATIONS

Cornerstone performed this Phase I ESA to support The Forum in evaluation of Recognized Environmental Conditions associated with the Site. The Forum understands that no Phase I ESA can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions to be present at the Site. This Phase I ESA is intended to reduce, but not eliminate, uncertainty regarding the potential for Recognized Environmental Conditions. The Forum understands that the extent of information obtained is based on the reasonable limits of time and budgetary constraints.

Findings, opinions, conclusions and recommendations presented in this report are based on readily available information, conditions readily observed at the time of the Site visit, and/or information readily identified by the interviews and/or the records review process. Phase I ESAs are inherently limited because findings are developed based on information obtained from a non-intrusive Site evaluation. Cornerstone does not accept liability for deficiencies, errors, or misstatements that have resulted from inaccuracies in the publicly available information or from interviews of persons knowledgeable of Site use. In addition, publicly available information and field observations often cannot affirm the presence of Recognized Environmental Conditions; there is a possibility that such conditions exist. If a greater degree of confidence is desired, soil, ground water, soil vapor and/or air samples should be collected by Cornerstone and analyzed by a state-certified laboratory to establish a more reliable assessment of environmental conditions.

Cornerstone acquired an environmental database of selected publicly available information for the general area of the Site. Cornerstone cannot verify the accuracy or completeness of the database report, nor is Cornerstone obligated to identify mistakes or insufficiencies in the information provided (ASTM E 1527-13, Section 8.1.3). Due to inadequate address information, the environmental database may have mapped several facilities inaccurately or could not map the facilities. Releases from these facilities, if nearby, could impact the Site.

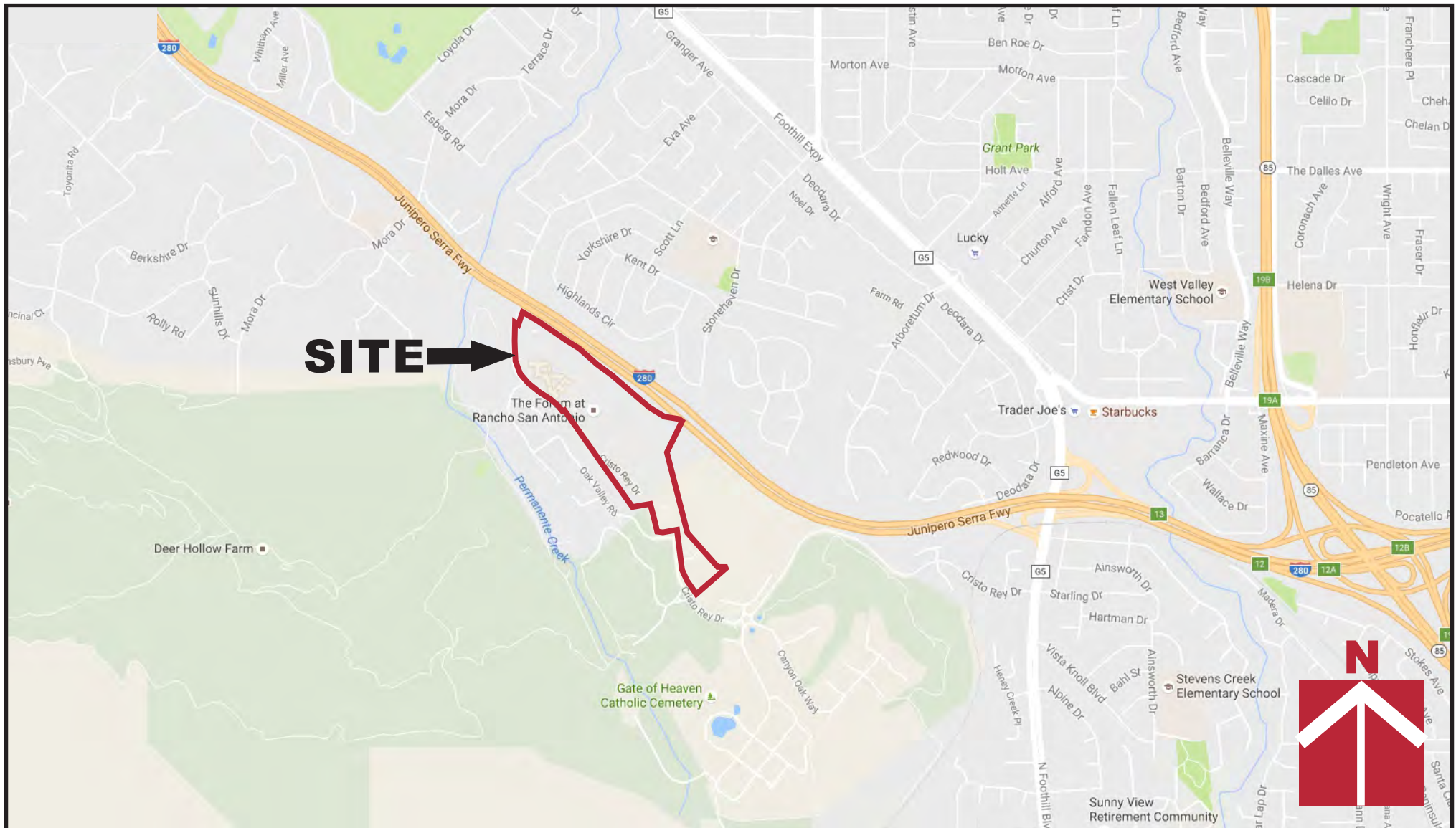
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<sup>1</sup> The presence or likely presence of hazardous substances or petroleum products on the Site: 1) due to any release to the environment; 2) under conditions indicative of a release to the environment; or 3) under conditions that pose a material threat of a future release to the environment.

The Forum may have provided Cornerstone environmental documents prepared by others. The Forum understands that Cornerstone reviewed and relied on the information presented in these reports and cannot be responsible for their accuracy.

This report, an instrument of professional service, was prepared for the sole use of The Forum and may not be reproduced or distributed without written authorization from Cornerstone. It is valid for 180 days. An electronic transmission of this report may also have been issued. While Cornerstone has taken precautions to produce a complete and secure electronic transmission, please check the electronic transmission against the hard copy version for conformity.

Cornerstone makes no warranty, expressed or implied, except that our services have been performed in accordance with the environmental principles generally accepted at this time and location.



**Vicinity Map**

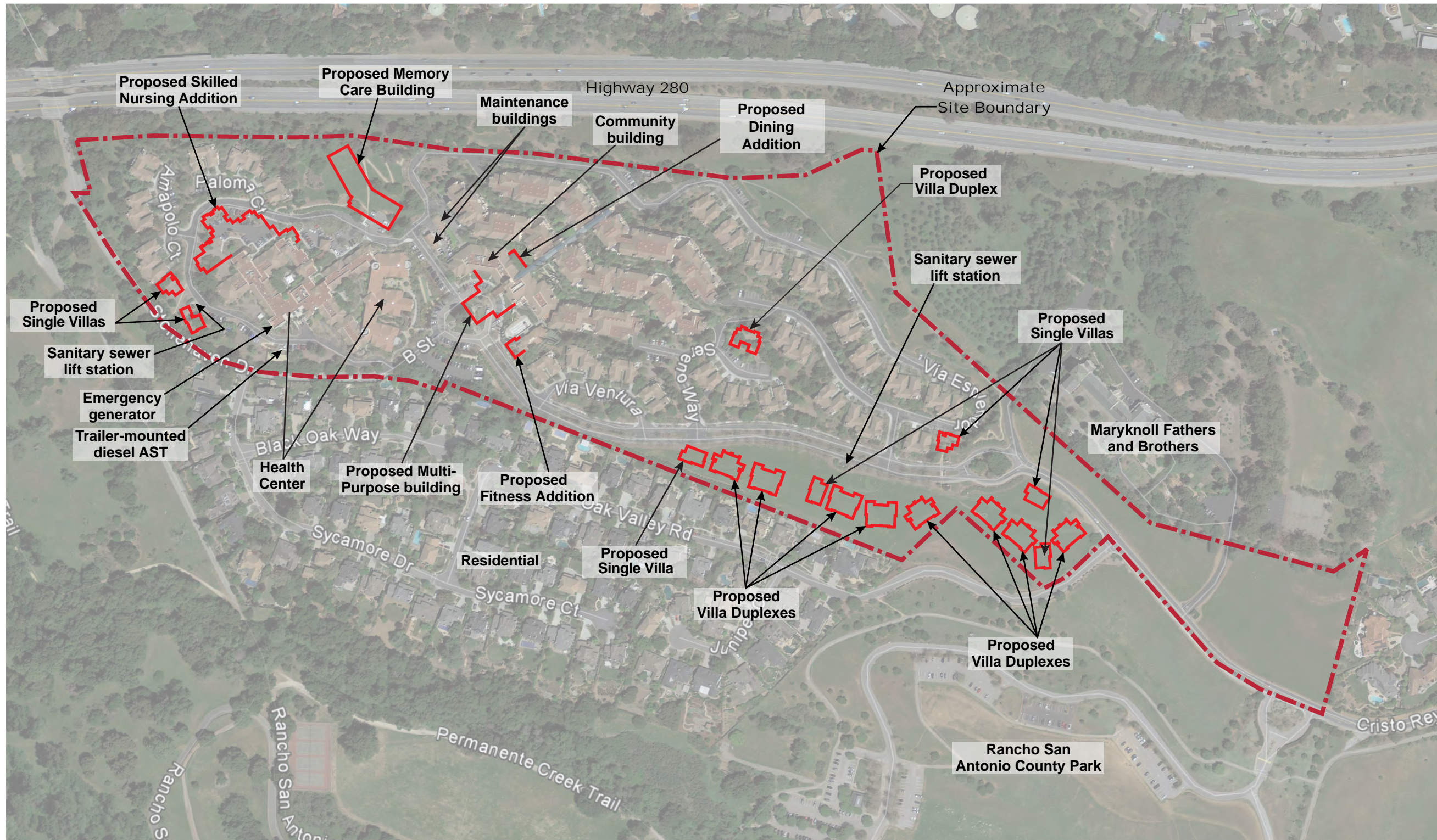
**The Forum at Rancho San Antonio  
Cupertino, CA**

Project Number  
**905-1-2**

Figure Number  
**Figure 1**

Date  
March 2017

Drawn By  
RRN



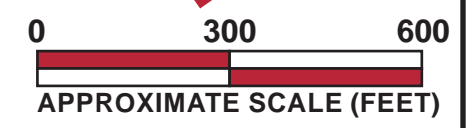
Project Number  
905-1-2

Figure Number  
Figure 2

Date  
March 2017

Drawn By  
RRN

Site Plan  
**The Forum at Rancho San Antonio**  
Cupertino, CA



Base by Google Earth, dated 4/5/2015

**APPENDIX A – TERMS AND CONDITIONS**



**CORNERSTONE EARTH GROUP, INC.  
TERMS AND CONDITIONS**

**1. Agreement**

- 1.1 Cornerstone Earth Group, Inc.'s ("Cornerstone") services are defined by and limited to (a) those services (the "Work") described in the attached proposal, which is incorporated herein by this reference, and (b) these Terms and Conditions of Agreement ("Terms and Conditions"). Together, the proposal and Terms and Conditions form the "Agreement." This Agreement represents the entire agreement between the Client and Cornerstone (collectively, the "Parties") and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement can only be amended by a written instrument signed by both the Client and Cornerstone. In the event that the Client authorizes the Work by means of a purchase order or other writing ("Confirmation"), it is expressly agreed that these Terms and Conditions shall apply, and any terms, conditions or provisions appearing in the Confirmation are void and inapplicable except to the extent the Confirmation authorizes the Work and binds the Client to this Agreement.
- 1.2. Failure to immediately enforce any provision in this Agreement shall not constitute a waiver of the right to enforce that provision or any other provision. No waiver by the Parties of a breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such breach or as a waiver of a breach of any other term or covenant in this Agreement.

**2. Scope of Services**

- 2.1 Cornerstone will serve the Client by providing professional counsel and technical advice based on information furnished by the Client. The Client will make available to Cornerstone all known information regarding existing and proposed conditions of the site, and will immediately transmit any new information that becomes available or any change in plans. The Client and Cornerstone agree that Cornerstone, its officers, directors, employees, agents and/or subcontractors shall not be liable for any claims, damages, costs, or losses arising from or in any way related to conditions not actually encountered during the course of Cornerstone's Work and Cornerstone shall not have any liability or responsibility for losses resulting from inaccurate or incomplete information supplied by the Client, and the Client agrees to defend and indemnify Cornerstone, its officers, directors, employees, agents and/or subcontractors against claims, damages, costs or losses arising therefrom. Cornerstone, its officers, directors, employees, agents and/or subcontractors shall not be liable for failing to discover any condition the discovery of which would reasonably require the performance of services not authorized by the Client.

**3. Terms of Payment**

- 3.1 The Client's obligation to pay for the Work is in no way dependent upon the Client's ability to obtain financing. The Client's obligation to pay for the Work is in no way dependent upon the Client's successful completion of the Client's project. No provision of this Agreement shall be construed to constitute a "Pay-When-Paid" clause or a "Pay-If-Paid" clause.
- 3.2 Payment for the Work shall be due and payable upon receipt of Cornerstone's invoice. To be recognized, any dispute over charges must be claimed in writing within thirty (30) calendar days of the billing date. Any dispute over an invoice amount shall not affect the Client's obligation to pay invoice amounts not in dispute. Amounts unpaid thirty (30) calendar days after the issue date of Cornerstone's invoice shall be assessed a service charge of 1 percent per month on balances outstanding.
- 3.3 Timely payment is a substantial condition of the Client's performance under this Agreement. Cornerstone may at its option withhold delivery of reports or other work product or suspend performance of the Work pending receipt of payments for all past due invoices and Cornerstone, its officers, directors, employees, agents and/or subcontractors shall have no liability to the Client for delay or damage caused because of such withholding or suspension. In the event that Cornerstone must take legal action to enforce this Agreement for payment for the Work performed and Cornerstone prevails, Cornerstone will be reimbursed by the Client for all expenses, including but not limited to reasonable attorney's fees and litigation costs.

**4. Standard of Care**

- 4.1 While performing the Work under this Agreement, Cornerstone shall exercise the degree of care and skill ordinarily exercised under similar circumstances by members of the environmental and geotechnical engineering consulting professions, as applicable, performing the kind of services to be performed hereunder and practicing in the same or similar locality at the same period of time.
- 4.2 Except for the express promise set forth in Subsection 4.1 herein, Cornerstone neither makes, nor offers, nor shall Cornerstone be liable to the Client for any express or implied warranties with respect to the performance of the Work.

**5. Force Majeure**

- 5.1 Cornerstone will diligently proceed with its services and will complete the Work in a timely manner, but it is expressly agreed to and understood by the Client that Cornerstone shall not be held responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time of the execution of the Agreement between the parties.
- 5.2 Except for the obligation to pay for the Work performed and expenses incurred, neither Cornerstone nor the Client shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, included, but not limited to, strikes or other concerted acts of workmen not in Cornerstone's employ, whether direct or indirect, riots, war, acts of terrorism, fire, floods, storms, washouts, acts of God or the public enemy, explosions, accidents, epidemics, breakdowns, injunctions, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any governmental body or any instrumentality thereof, whether now existing or hereafter created.

**6. Effect of Delay or Impediment to Work**

- 6.1 If any event occurs which causes or may cause Cornerstone: (a) to be impeded in its performance of the Services; or (b) to be delayed in the completion of the Work within the time provided in the attached proposal and/or in an applicable Change Order due to any act or omission of the Client, its officers, directors, employees and agents, or the Client's contractors, or due to any contingency beyond Cornerstone's control as provided in Section 5 herein, Cornerstone shall notify the Client in writing within ten (10) business days of the date on which Cornerstone becomes aware of such event.
- 6.2 The Client shall notify Cornerstone in writing of the Client's agreement or disagreement with Cornerstone's claim of an impediment or delay to performance within five (5) business days after receipt of Cornerstone's notice under Subsection 6.1. If the Client agrees with Cornerstone's claim, the time for performance of such requirement may be extended as mutually agreed in writing by the parties as provided in Subsection 1.1. If the Client disputes Cornerstone's assertion of an impediment or delay, such dispute shall be resolved pursuant to Section 17.
- 6.3 Impediments or delays to performance, addressed pursuant to this Section, shall not (a) constitute a breach hereunder; (b) give rise to any special right to terminate this Agreement; or (c) give rise to a claim by the Client for damages or other relief, if and to the extent that such impediment or delay is due to any act or omission of the Client, its officers, directors, employees and agents, or the Client's contractors, or due to any contingency beyond Cornerstone's control as provided in Section 5.

**7. Right of Entry**

- 7.1 Unless otherwise agreed in writing, the Client shall furnish and/or secure right of entry to the Site described in the proposal for Cornerstone personnel and equipment in order for Cornerstone to perform the Work. The Client shall waive any claim against Cornerstone, its officers, directors, employees, agents and/or subcontractors and agree to defend and indemnify Cornerstone, its officers, directors, employees, agents and/or subcontractors from any claims arising from entry onto the Site which is the subject of the Work.

7.2 The Parties acknowledge and agree that although Cornerstone will take reasonable precautions to minimize damage to property, including landscapes, hardscapes, crops and underground utilities, any and all damages, losses or expenses which could result from damage to such property due to Cornerstone's performance of the Work under this Agreement shall be the sole and exclusive responsibility of the Client provided that such damages, losses or expenses are not the result of Cornerstone's breach of the standard of care set forth in Subsection 4.1 herein. The Client shall indemnify, defend and hold harmless Cornerstone, its officers, directors, employees, agents and/or subcontractors from any damages, losses or expenses including, without limitation, attorney's fees, sustained or incurred by Cornerstone, its officers, directors, employees, agents and/or subcontractors as a result of any and all claims arising out of any damage to subsurface utilities due to Cornerstone's performance of the Work under this Agreement, provided that such claims are not the result of Cornerstone's breach of the standard of care set forth in Subsection 4.1 herein.

## **8. Monitoring of Construction**

8.1 The Client acknowledges and understands that unanticipated or changed conditions may be encountered during construction. There is a substantial risk to the Client and to Cornerstone if Cornerstone is not engaged to provide complete services, including but not limited to, construction observation services. Such risks include the increased likelihood of misinterpretation of Cornerstone's findings and conclusions and error in implementing recommendations by Cornerstone. If Client fails to retain Cornerstone to provide complete services, the Client agrees, notwithstanding any other provisions of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless Cornerstone, its officers, partners, employees and Cornerstones from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the Work or arising out of implementing or interpreting Cornerstone's work product except when the Claim arises from the sole negligence of Cornerstone or where the Claim arises from the willful, wanton or reckless conduct of Cornerstone.

8.2 Cornerstone shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents.

8.3 Cornerstone shall not be responsible for the acts or omissions of any contractor or subcontractor or any of the contractors' or subcontractors' agents or employees or other persons performing any work on the Project.

## **9. Changed Conditions**

9.1 If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to Cornerstone are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, Cornerstone may call for renegotiation of appropriate portions of this Agreement. Cornerstone shall notify the Client of the changed conditions necessitating renegotiation, and Cornerstone and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

## **10. Jobsite Safety**

10.1 Neither the professional activities of Cornerstone nor the presence of Cornerstone or its employees, subconsultants and subcontractors shall relieve the Client or the Client's General Contractor of its obligations, duties and responsibilities, including, but not limited to, health and safety programs. Cornerstone and its personnel have no authority to exercise any control over the site or any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client acknowledges and agrees that Cornerstone shall not be responsible for jobsite safety.

## **11. Hazardous Materials and Environmental Contamination**

11.1 The Client hereby warrants that if it knows or has any reason to assume or suspect that hazardous or toxic substances, or any other type of environmental hazard, contamination or pollution may exist at the Site, the Client will immediately inform Cornerstone to the best of the Client's knowledge of such hazardous or toxic substances, environmental hazard, contamination or pollution's type, quantity and location.

11.2 Cornerstone, its officers, directors, employees, agents and/or subcontractors shall have no title to, ownership of, or legal responsibility and/or liability for any and all contamination at the Site, including, but not limited to, the groundwater thereunder. "Contamination at the Site" includes but is not limited to any hazardous or toxic substance, or any other type of environmental hazard, contamination or pollution present at or under the Site, including, but not limited to the ground water thereunder, which is not brought onto the Site by Cornerstone, its officers, directors, employees, agents and/or subcontractors.

11.3 Cornerstone and the Client agree that the discovery of unanticipated Contamination at the Site may constitute a changed condition mandating renegotiation and/or termination of this Agreement. Cornerstone and the Client agree that the discovery of unanticipated Contamination at the Site may make it necessary for Cornerstone to take immediate measures to protect the public health, safety and the environment. The Client agrees that Cornerstone may take any or all measures that in Cornerstone's professional opinion are justified to preserve and protect the health and safety of Cornerstone's personnel, the public and the environment, and the Client agrees to compensate Cornerstone for the cost of such services.

11.4 The Client agrees to indemnify, defend and hold harmless Cornerstone, its officers, directors, employees, agents and/or subcontractors from any and all damages, losses or expenses, including, but not limited to, reasonable attorney's fees and legal costs connected therewith, liabilities, penalties and fines sustained by Cornerstone, its officers, directors, employees, agents and/or subcontractors as a result of any and all claim with respect to and arising out of any and all Contamination at the Site, provided that such claims are not the result of Cornerstone's breach of the standard of care set forth in Subsection 4.1 herein.

11.5 Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring is advanced or drilled through a contaminated area into a clean soil or water-bearing zone. Because of the risks posed by such work, and because subsurface sampling is often a necessary part of Cornerstone's Work, the Client hereby agrees to waive all claims against Cornerstone, its officers, directors, employees, agents and/or subcontractors with respect to and arising out of any and all subsurface sampling, including but not limited to claims relating to cross-contamination occurring because of such subsurface sampling, provided that such claims are not the result of Cornerstone's breach of the standard of care set forth in Subsection 4.1 herein.

## **12. Disposal of Samples and Drill Cuttings**

12.1 Unless mutually agreed in writing by the Parties as provided in Subsection 1.1 herein, Cornerstone shall hold samples collected during the performance of the Work no longer than thirty (30) calendar days after their date of collection. Drill cuttings and waste materials will be left on-Site. In the event that soil, rock, water, drill cuttings and/or other samples or materials are contaminated or are suspected to contain hazardous materials or other toxic substances hazardous or detrimental to public health, safety or the environment as defined by federal, state or local law, Cornerstone will, after completion of testing, notify the Client of the same in order for the Client to arrange for the disposal of the samples and/or materials. The Client recognizes and agrees that Cornerstone at no time assumes title to said samples and/or materials, and that the Client is responsible for the disposal of such samples and/or materials. The Client agrees to pay all costs associated with any storage, transport and/or disposal of samples and/or materials, and to defend and indemnify Cornerstone, its officers, directors, employees, agents and/or subcontractors from any and all claims arising out of or in any way related to the storage, transport and/or disposal of asbestos, hazardous or toxic substances, and/or pollutants, including but not limited to any samples and/or materials.

## **13. Use and Ownership of Documents**

13.1 All reports, letters, plans, figures, specifications, computer files, field data, logs, notes and other documents and instruments prepared by Cornerstone as instruments of service shall remain the property of Cornerstone. Cornerstone shall retain all common law, statutory and other reserved rights, including copyright thereto. In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to reports, letters, plans, figures, specifications, computer files, field data, logs, notes and other documents prepared by Cornerstone without obtaining Cornerstone's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against Cornerstone and to release Cornerstone from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the

fullest extent permitted by law, to indemnify and hold harmless Cornerstone from any damages, liabilities or costs, including reasonable attorney's fees and costs of defense, arising from such changes.

The Client agrees that all reports, letters, plans, figures, specifications, computer files, field data, logs, notes and other documents and other services furnished to the Client or its agents and/or employees by Cornerstone, which are not paid for, shall be immediately returned upon demand and may not be used by the Client for any purpose. Any reports, letters, plans, figures, specifications, computer files, field data, logs, notes and other documents, advice or opinions provided by Cornerstone to the Client as part of the Work are provided for the sole and exclusive use of the Client for specific application to the Site detailed in this Agreement. Any third party use of any drafts, reports, letters, plans, figures, specifications, computer files, field data, logs, notes and other documents, advice or opinion of Cornerstone is the sole responsibility of the Client.

**14. Insurance**

- 14.1 Cornerstone, its officers, directors, employees and agents have and shall maintain during the term of this Agreement insurance in the following types: (a) Worker's Compensation Insurance; (b) Employer's Liability Insurance; (c) Commercial General Liability Insurance (GLI); and (d) Professional Liability Insurance.
- 14.2 Cornerstone shall, at the Client's request, provide the Client with a certificate of insurance or other satisfactory evidence that such insurance has been obtained and are maintained in force through the term of this Agreement. Any additional insurance policy or increase in the coverage of existing insurance required by the Client shall constitute an additional expense under this Agreement, and the Client shall reimburse Cornerstone for any additional premiums and costs incurred by Cornerstone in connection with obtaining such additional insurance.

**15. Prevailing Wage Obligations**

- 15.1 The Client shall notify Cornerstone in writing if the Work contemplated by this Agreement constitutes a "public work" under any and all federal, state and/or local prevailing wage laws, and/or living wage laws, including but not limited to the Davis-Bacon Act and the provisions of California Labor Code §§ 1720 *et seq.* In addition, the Client shall notify Cornerstone if Cornerstone is obligated by statute, any public contracting authority and/or a developer to pay prevailing wages and benefits and/or any predetermined wages or benefits (collectively, "prevailing wage obligations"). In the event that Cornerstone must adhere to federal, state and/or local prevailing wage obligations for the Work performed, the Client shall provide Cornerstone with any and all prevailing wage determinations applicable to the Work to be performed under this Agreement. Any prevailing wage obligations might affect the payment terms contemplated by this Agreement and thus constitute a changed condition mandating renegotiation and/or termination of this Agreement. The Client understands and agrees that Cornerstone will rely on the representations made by the Client with regard to prevailing wage obligations and the Client agrees to indemnify Cornerstone, its officers, directors, employees, agents and/or subcontractors against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to reasonable attorney's fees and legal costs, arising from Cornerstone's reliance upon the Client's representations regarding prevailing wage obligations.

**16. Limitations—THIS CLAUSE LIMITS CORNERSTONE'S LIABILITY**

- 16.1 Cornerstone shall not be responsible for the validity or accuracy of data collected by others or for interpretations made by others.
- 16.2 Cornerstone's relationship with the Client under this Agreement shall be that of an independent contractor. Nothing in this Agreement shall be construed to designate Cornerstone, its officers, directors, employees, agents and/or subcontractors as employees, agents, joint ventures or partners of the Client. Cornerstone shall have no authority to bind, commit or obligate the Client in any manner and shall not hold itself out to third parties as being capable of doing so.
- 16.3 The Client and Cornerstone have discussed the risks and rewards associated with this project, as well as Cornerstone's fee for services. After negotiation, the Client and Cornerstone have expressly agreed to allocate certain of the risks so that, to the fullest extent permitted by law, the total aggregate liability of Cornerstone, its officers, directors, employees, agents and subcontractors to the Client and all third-parties is limited to \$50,000 or the amount of Cornerstone's fee, whichever is greater, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include but are not limited to Cornerstone's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. In no event shall Cornerstone, its officers, directors, employees, agents and/or subcontractors be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as but not limited to delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of any equipment or system, non-operation or increased expense of operation of any equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.
- 16.4 Notwithstanding any other provision of this Agreement, the total aggregate liability of Cornerstone, its officers, directors, employees, agents and subcontractors to the Client and all third parties, including attorney's fees awarded pursuant to this Agreement, for claims, damages or losses arising out of the treatment, transport, storage, discharge, dispersal or release of hazardous materials, shall be limited to \$50,000 or the amount of Cornerstone's fee, whichever is greater and regardless of the legal theory under which liability is imposed.
- 16.5 For an additional 5% of Cornerstone's total fee or \$500, whichever is greater, Cornerstone will raise the limitation of liability up to the amount that actually would be paid by Cornerstone's insurance carriers if Client and Cornerstone initial below:

LIMITATION INCREASE: THE LIMITATION OF LIABILITY IS INCREASED TO THE ACTUAL AMOUNT PAID BY CORNERSTONE'S INSURANCE CARRIERS IN EXCHANGE FOR AN ADDITIONAL FEE OF 5% OF THE TOTAL SERVICE CHARGE OR \$500, WHICHEVER IS GREATER.

Client's Initial	Date	Cornerstone's Initial	Date

- 16.6 The Client shall indemnify, defend and hold harmless Cornerstone and its officers, directors, employees, agents and subcontractors from any and all damages, losses, or expenses, included but not limited to reasonable legal expenses and attorney's fees connected therewith, sustained by Cornerstone, its officers, directors, employees, agents and subcontractors as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities for property damage, statutory penalty and/or personal injury with respect to and arising out of the Client's negligent acts, omissions or material breach of this Agreement. In the event a claim is the result of joint negligent acts or omissions of the Client and Cornerstone, the Client's duty of indemnification shall be in proportion to its respective allocable share of the joint negligence.
- 16.7 Client acknowledges and agrees that in no event shall any action or proceeding be brought against Cornerstone or proceeding be brought against Cornerstone by Client or its assignees for any claim or cause of action arising from or in any way related to the Work or this Agreement unless such action or proceeding is commenced within three (3) years from the Date of Completion of Work provided by Cornerstone under this Agreement. The Date of Completion shall be the date of the final invoice for the Work performed under this Agreement.
- 16.8 If Client requests that Cornerstone's work product be relied upon by a third party, including, but not limited to a lender, Client agrees to provide the third party with a copy of these terms and conditions, and Client agrees to require said third party to agree to limit Cornerstone's total liability to Client and any third party as described in paragraph 16.4 and Client agrees to indemnify Cornerstone, its officers, directors, employees, agents and/or subcontractors against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to reasonable attorney's fees and legal costs, arising from third party claims, damages, costs and losses arising out of or in any way related to Work.

**17. Disputing Cornerstone's Performance**

- 17.1 Except as provided in Section 6 and Subsection 17.2 herein, if Cornerstone shall breach any provision herein, the Client shall notify Cornerstone within five (5) business days of the Client's knowledge of such breach. Except as provided in Subsections 17.3 herein, upon receipt of the Client's notice, Cornerstone shall have the option to take such corrective measures, if any, to remedy the breach, and shall notify the Client within five (5) business days after receipt of the

Client's notification of the corrective measures Cornerstone shall take and the estimated time period within which the corrective measures shall be taken. In no event shall Cornerstone be liable to the Client for any damages without being given a reasonable opportunity to remedy its breach as provided herein.

- 17.2 The Client shall make no claim for professional negligence unless the Client has first provided Cornerstone with a written certification executed by an independent Consultant currently practicing in the same discipline and locality as Cornerstone and licensed in the State of California. This certification shall (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard care for a Cornerstone performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to Cornerstone no less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation, arbitration or judicial proceeding.
- 17.3 Cornerstone agrees that upon receipt of written notice from the Client pursuant to Subsection 17.2 herein it will implement necessary corrections to the Work performed by Cornerstone that fails to conform to the standard of care that Cornerstone has accepted pursuant to Subsection 4.1, as mutually agreed in writing by the Parties as provided in Subsection 1.1. herein, if such written notice is received within one (1) year of the performance of the Work failing to conform to Subsection 4.1. If Cornerstone has been paid by the Client for such Work, Cornerstone shall perform the corrections at its own expense. If Cornerstone has not been paid by the Client for such Work, and the Work is subsequently corrected to conform with the standard of care that Cornerstone has accepted pursuant to Subsection 4.1, the Client shall pay Cornerstone in accordance with Section 3 herein.
- 17.4 In no event shall Cornerstone, its officers, directors, employees, agents and/or subcontractors be liable for any special, incidental or consequential damages, such as but not limited to delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of any equipment or system, non-operation or increased expense of operation of any equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power, or any other incidental, special, indirect or consequential damages of any kind or nature whatsoever resulting from Cornerstone's performance or failure to perform the Work in accordance with the standard of care that Cornerstone has accepted pursuant to Subsection 4.1.
- 18. Termination**
- 18.1 Cornerstone shall have the right to terminate this Agreement ten (10) business days after written notice is sent to the Client if (a) the Client fails to pay any of Cornerstone's undisputed invoices within sixty (60) days from the date of the invoice; or (b) Cornerstone's attached proposal and/or the Work was based upon misinformation, whether by the Client or a third party, or upon information not fully disclosed to Cornerstone, whether by the Client or a third party.
- 18.2 Except as provided for in Section 6, and after compliance with Section 17, the Client shall have the right to terminate this Agreement ten (10) business days after written notice is sent to Cornerstone if Cornerstone fails to comply in any material respect with any of the material provisions herein and subsequently fails to notify the Client pursuant to Subsections 17.1 and 17.3 of the corrective measures Cornerstone intends to take.
- 18.3 The termination of this Agreement by Cornerstone under Subsection 18.1 herein, or by the Client under Subsection 18.2 herein, shall not relieve the Client of its obligations to pay Cornerstone for any of the Work performed and expenses incurred as of the date of termination, and shall not constitute a waiver by Cornerstone or the Client of any cause of action for breach of this Agreement or any provision herein.
- 19. Miscellaneous Provisions.**
- 19.1 "Indemnity" Defined. The term "indemnify" shall mean indemnify, defend and hold harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to reasonable attorney's fees and all legal costs incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms, or any other legal entities, on account of any damages or losses to property or persons, including death or economic losses, arising out of the item, matter, action or inaction specified in the specific provision.
- 19.2 Choice of Counsel. In any circumstance whereby Cornerstone is entitled to indemnification by the Client, Cornerstone shall have the right to select counsel of its choosing.
- 19.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns as provided herein. The Client shall not assign, sell, transfer or subcontract this Agreement or any interest herein without the prior written consent of Cornerstone. Cornerstone shall not assign, sell, transfer or subcontract this Agreement or any interest herein without the prior written consent of the Client. The Client hereby consents to the subcontracting of those portions of the Work as the attached proposal herein indicates are or will be subcontracted. Notwithstanding the above, Cornerstone shall have the right to assign monies due hereunder for the Work performed and expenses incurred.
- 19.4 Third Party Beneficiaries. The Parties agree that this Agreement is not intended by either Cornerstone or the Client to give any benefits, rights, privileges, actions or remedies to any person or entity, partnership, firm or corporation as a third party beneficiary or otherwise under any theory of law, that is not a signatory to this Agreement.
- 19.5 Survival. In order that the Parties may fully exercise their rights and perform their obligations arising from the performance of this Agreement, any provisions of this Agreement that are necessary to ensure such exercise or performance shall survive the termination of this Agreement.
- 19.6 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any federal, state or local law having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.
- 19.7 Choice of Law and Venue. This Agreement shall be governed by California law. The venue for any legal action brought pursuant to this Agreement shall be located within the County of Santa Clara, State of California.
- 19.8 Publicity. Unless otherwise mutually agreed in writing by the parties as provided in Subsection 1.1, Cornerstone may use and publish the Client's name and a general description of Cornerstone's services with respect to the Work in describing Cornerstone's experience and qualifications to other clients or prospective clients.
- 19.9 Signatories. Each undersigned representative of the Parties to this Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Party to this document.
- 19.10 Corporate Protection. It is intended by the parties to this Agreement that Cornerstone's services in connection with the Work shall not subject Cornerstone's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Cornerstone, a California Corporation, and not against any of Cornerstone's individual employees, officers or directors.
- 19.11 Code Compliance. Cornerstone shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations as of the date of this Agreement.
- 19.12 Quotation. Unless stated in writing, this quotation shall not remain in effect after thirty (30) days of the Proposal date.
- 19.13 Contractors State License. Cornerstone maintains a General Engineering A license (No. 905816) with a Hazardous Substances Removal and Remedial Actions Certification with the State of California, which are regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.

## APPENDIX B – DATABASE SEARCH REPORT

**Phase I ESA**

23500 Cristo Rey Drive  
Cupertino, CA 95014

Inquiry Number: 4874964.2s  
March 09, 2017

**The EDR Radius Map™ Report with GeoCheck®**



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

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***Thank you for your business.***  
 Please contact EDR at 1-800-352-0050  
 with any questions or comments.

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## EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

### TARGET PROPERTY INFORMATION

#### ADDRESS

23500 CRISTO REY DRIVE  
CUPERTINO, CA 95014

#### COORDINATES

Latitude (North): 37.3372560 - 37° 20' 14.12"  
Longitude (West): 122.0867150 - 122° 5' 12.17"  
Universal Transverse Mercator: Zone 10  
UTM X (Meters): 580903.1  
UTM Y (Meters): 4132473.5  
Elevation: 364 ft. above sea level

### USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 5640178 CUPERTINO, CA  
Version Date: 2012

### AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 20140606, 20140608  
Source: USDA



MAPPED SITES SUMMARY

Target Property Address:  
23500 CRISTO REY DRIVE  
CUPERTINO, CA 95014

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
<a href="#">A1</a>	THE FORUM AT RANCHO	23500 CRISTO REY DR	NPDES		TP
<a href="#">A2</a>	THE FORUM AT RANCHO	23500 CRISTO REY DR	FINDS		TP
<a href="#">3</a>	VERIZON WIRELESS HWY	887 HIGHLANDS CL	CUPA Listings	Higher	452, 0.086, NNE
<a href="#">4</a>	MARYKNOLL RESIDENCE	23000 CRISTO REY DR	LUST, HIST LUST, CUPA Listings, HIST CORTESE	Higher	453, 0.086, SE
<a href="#">5</a>	MROSD-SAN ANTONIO PR	7400 ST JOSEPH AV	LUST, CUPA Listings, HIST CORTESE	Lower	1350, 0.256, North
<a href="#">6</a>	GATE OF HEAVEN CEMET	22555 CRISTO REY DR	LUST, HIST LUST, CUPA Listings, HIST CORTESE	Higher	1630, 0.309, SSE
<a href="#">7</a>	KAISER ALUMINUM & CH	23333 STEVENS CREEK	ENVIROSTOR, SLIC, EMI, HIST CORTESE	Higher	3781, 0.716, SSE
<a href="#">8</a>	ARCO SERVICE STATION	10121 NORTH FOOTHILL	Notify 65	Higher	4732, 0.896, SE

# EXECUTIVE SUMMARY

## **TARGET PROPERTY SEARCH RESULTS**

The target property was identified in the following records. For more information on this property see page 8 of the attached EDR Radius Map report:

<u>Site</u>	<u>Database(s)</u>	<u>EPA ID</u>
THE FORUM AT RANCHO 23500 CRISTO REY DR CUPERTINO, CA 95014	NPDES	N/A
THE FORUM AT RANCHO 23500 CRISTO REY DR CUPERTINO, CA 95014	FINDS Registry ID:: 110055833969	N/A

## **DATABASES WITH NO MAPPED SITES**

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

## **STANDARD ENVIRONMENTAL RECORDS**

### ***Federal NPL site list***

NPL..... National Priority List  
Proposed NPL..... Proposed National Priority List Sites  
NPL LIENS..... Federal Superfund Liens

### ***Federal Delisted NPL site list***

Delisted NPL..... National Priority List Deletions

### ***Federal CERCLIS list***

FEDERAL FACILITY..... Federal Facility Site Information listing  
SEMS..... Superfund Enterprise Management System

### ***Federal CERCLIS NFRAP site list***

SEMS-ARCHIVE..... Superfund Enterprise Management System Archive

### ***Federal RCRA CORRACTS facilities list***

CORRACTS..... Corrective Action Report

### ***Federal RCRA non-CORRACTS TSD facilities list***

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

## EXECUTIVE SUMMARY

### ***Federal RCRA generators list***

RCRA-LQG..... RCRA - Large Quantity Generators  
RCRA-SQG..... RCRA - Small Quantity Generators  
RCRA-CESQG..... RCRA - Conditionally Exempt Small Quantity Generator

### ***Federal institutional controls / engineering controls registries***

LUCIS..... Land Use Control Information System  
US ENG CONTROLS..... Engineering Controls Sites List  
US INST CONTROL..... Sites with Institutional Controls

### ***Federal ERNS list***

ERNS..... Emergency Response Notification System

### ***State- and tribal - equivalent NPL***

RESPONSE..... State Response Sites

### ***State and tribal landfill and/or solid waste disposal site lists***

SWF/LF..... Solid Waste Information System

### ***State and tribal leaking storage tank lists***

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land  
SLIC..... Statewide SLIC Cases

### ***State and tribal registered storage tank lists***

FEMA UST..... Underground Storage Tank Listing  
UST..... Active UST Facilities  
AST..... Aboveground Petroleum Storage Tank Facilities  
INDIAN UST..... Underground Storage Tanks on Indian Land

### ***State and tribal voluntary cleanup sites***

VCP..... Voluntary Cleanup Program Properties  
INDIAN VCP..... Voluntary Cleanup Priority Listing

### ***State and tribal Brownfields sites***

BROWNFIELDS..... Considered Brownfields Sites Listing

### **ADDITIONAL ENVIRONMENTAL RECORDS**

#### ***Local Brownfield lists***

US BROWNFIELDS..... A Listing of Brownfields Sites

#### ***Local Lists of Landfill / Solid Waste Disposal Sites***

WMUDS/SWAT..... Waste Management Unit Database

## EXECUTIVE SUMMARY

SWRCY.....	Recycler Database
HAULERS.....	Registered Waste Tire Haulers Listing
INDIAN ODI.....	Report on the Status of Open Dumps on Indian Lands
ODI.....	Open Dump Inventory
DEBRIS REGION 9.....	Torres Martinez Reservation Illegal Dump Site Locations
IHS OPEN DUMPS.....	Open Dumps on Indian Land

### **Local Lists of Hazardous waste / Contaminated Sites**

US HIST CDL.....	Delisted National Clandestine Laboratory Register
HIST Cal-Sites.....	Historical Calsites Database
SCH.....	School Property Evaluation Program
CDL.....	Clandestine Drug Labs
Toxic Pits.....	Toxic Pits Cleanup Act Sites
US CDL.....	National Clandestine Laboratory Register

### **Local Lists of Registered Storage Tanks**

SWEEPS UST.....	SWEEPS UST Listing
HIST UST.....	Hazardous Substance Storage Container Database
CA FID UST.....	Facility Inventory Database

### **Local Land Records**

LIENS.....	Environmental Liens Listing
LIENS 2.....	CERCLA Lien Information
DEED.....	Deed Restriction Listing

### **Records of Emergency Release Reports**

HMIRS.....	Hazardous Materials Information Reporting System
CHMIRS.....	California Hazardous Material Incident Report System
LDS.....	Land Disposal Sites Listing
MCS.....	Military Cleanup Sites Listing
SPILLS 90.....	SPILLS 90 data from FirstSearch

### **Other Ascertainable Records**

RCRA NonGen / NLR.....	RCRA - Non Generators / No Longer Regulated
FUDS.....	Formerly Used Defense Sites
DOD.....	Department of Defense Sites
SCRD DRYCLEANERS.....	State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR.....	Financial Assurance Information
EPA WATCH LIST.....	EPA WATCH LIST
2020 COR ACTION.....	2020 Corrective Action Program List
TSCA.....	Toxic Substances Control Act
TRIS.....	Toxic Chemical Release Inventory System
SSTS.....	Section 7 Tracking Systems
ROD.....	Records Of Decision
RMP.....	Risk Management Plans
RAATS.....	RCRA Administrative Action Tracking System
PRP.....	Potentially Responsible Parties
PADS.....	PCB Activity Database System
ICIS.....	Integrated Compliance Information System
FTTS.....	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

## EXECUTIVE SUMMARY

MLTS.....	Material Licensing Tracking System
COAL ASH DOE.....	Steam-Electric Plant Operation Data
COAL ASH EPA.....	Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER.....	PCB Transformer Registration Database
RADINFO.....	Radiation Information Database
HIST FTTS.....	FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS.....	Incident and Accident Data
CONSENT.....	Superfund (CERCLA) Consent Decrees
INDIAN RESERV.....	Indian Reservations
FUSRAP.....	Formerly Utilized Sites Remedial Action Program
UMTRA.....	Uranium Mill Tailings Sites
LEAD SMELTERS.....	Lead Smelter Sites
US AIRS.....	Aerometric Information Retrieval System Facility Subsystem
US MINES.....	Mines Master Index File
DOCKET HWC.....	Hazardous Waste Compliance Docket Listing
UXO.....	Unexploded Ordnance Sites
CA BOND EXP. PLAN.....	Bond Expenditure Plan
Cortese.....	"Cortese" Hazardous Waste & Substances Sites List
DRYCLEANERS.....	Cleaner Facilities
EMI.....	Emissions Inventory Data
ENF.....	Enforcement Action Listing
Financial Assurance.....	Financial Assurance Information Listing
HAZNET.....	Facility and Manifest Data
ICE.....	ICE
HWP.....	EnviroStor Permitted Facilities Listing
HWT.....	Registered Hazardous Waste Transporter Database
MINES.....	Mines Site Location Listing
MWMP.....	Medical Waste Management Program Listing
PEST LIC.....	Pesticide Regulation Licenses Listing
PROC.....	Certified Processors Database
SAN JOSE HAZMAT.....	Hazardous Material Facilities
UIC.....	UIC Listing
WASTEWATER PITS.....	Oil Wastewater Pits Listing
WDS.....	Waste Discharge System
WIP.....	Well Investigation Program Case List
ECHO.....	Enforcement & Compliance History Information
FUELS PROGRAM.....	EPA Fuels Program Registered Listing
ABANDONED MINES.....	Abandoned Mines

### EDR HIGH RISK HISTORICAL RECORDS

#### ***EDR Exclusive Records***

EDR MGP.....	EDR Proprietary Manufactured Gas Plants
EDR Hist Auto.....	EDR Exclusive Historic Gas Stations
EDR Hist Cleaner.....	EDR Exclusive Historic Dry Cleaners

### EDR RECOVERED GOVERNMENT ARCHIVES

#### ***Exclusive Recovered Govt. Archives***

RGA LF.....	Recovered Government Archive Solid Waste Facilities List
RGA LUST.....	Recovered Government Archive Leaking Underground Storage Tank

# EXECUTIVE SUMMARY

## SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.

Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

## STANDARD ENVIRONMENTAL RECORDS

### ***State- and tribal - equivalent CERCLIS***

ENVIROSTOR: The Department of Toxic Substances Control's (DTSC's) Site Mitigation and Brownfields Reuse Program's (SMBRP's) EnviroStor database identifies sites that have known contamination or sites for which there may be reasons to investigate further. The database includes the following site types: Federal Superfund sites (National Priorities List (NPL)); State Response, including Military Facilities and State Superfund; Voluntary Cleanup; and School sites. EnviroStor provides similar information to the information that was available in CalSites, and provides additional site information, including, but not limited to, identification of formerly-contaminated properties that have been released for reuse, properties where environmental deed restrictions have been recorded to prevent inappropriate land uses, and risk characterization information that is used to assess potential impacts to public health and the environment at contaminated sites.

A review of the ENVIROSTOR list, as provided by EDR, and dated 10/31/2016 has revealed that there is 1 ENVIROSTOR site within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b><i>KAISER ALUMINUM &amp; CH</i></b> Facility Id: 43330001 Status: Refer: RWQCB	<b><i>23333 STEVENS CREEK</i></b>	<b><i>SSE 1/2 - 1 (0.716 mi.)</i></b>	<b><i>7</i></b>	<b><i>15</i></b>

### ***State and tribal leaking storage tank lists***

LUST: Leaking Underground Storage Tank (LUST) Sites included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

A review of the LUST list, as provided by EDR, has revealed that there are 3 LUST sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b><i>MARYKNOLL RESIDENCE</i></b> Database: LUST SANTA CLARA, Date of Government Version: 03/03/2014 Database: LUST REG 2, Date of Government Version: 09/30/2004 Facility Status: Case Closed	<b><i>23000 CRISTO REY DR</i></b>	<b><i>SE 0 - 1/8 (0.086 mi.)</i></b>	<b><i>4</i></b>	<b><i>10</i></b>



## EXECUTIVE SUMMARY

sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
VERIZON WIRELESS HWY Database: CUPA SANTA CLARA, Date of Government Version: 11/16/2016	887 HIGHLANDS CL	NNE 0 - 1/8 (0.086 mi.)	3	9
<b>MARYKNOLL RESIDENCE</b> Database: CUPA SANTA CLARA, Date of Government Version: 11/16/2016	<b>23000 CRISTO REY DR</b>	<b>SE 0 - 1/8 (0.086 mi.)</b>	<b>4</b>	<b>10</b>

HIST CORTESE: The sites for the list are designated by the State Water Resource Control Board [LUST], the Integrated Waste Board [SWF/LS], and the Department of Toxic Substances Control [CALSTATES]. This listing is no longer updated by the state agency.

A review of the HIST CORTESE list, as provided by EDR, and dated 04/01/2001 has revealed that there are 3 HIST CORTESE sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>MARYKNOLL RESIDENCE</b> Reg Id: 43-0863	<b>23000 CRISTO REY DR</b>	<b>SE 0 - 1/8 (0.086 mi.)</b>	<b>4</b>	<b>10</b>
<b>GATE OF HEAVEN CEMET</b> Reg Id: 43-2077	<b>22555 CRISTO REY DR</b>	<b>SSE 1/4 - 1/2 (0.309 mi.)</b>	<b>6</b>	<b>13</b>
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>MROSD-SAN ANTONIO PR</b> Reg Id: 43-2006	<b>7400 ST JOSEPH AV</b>	<b>N 1/4 - 1/2 (0.256 mi.)</b>	<b>5</b>	<b>11</b>

Notify 65: Listings of all Proposition 65 incidents reported to counties by the State Water Resources Control Board and the Regional Water Quality Control Board. This database is no longer updated by the reporting agency.

A review of the Notify 65 list, as provided by EDR, and dated 12/16/2016 has revealed that there is 1 Notify 65 site within approximately 1 mile of the target property.

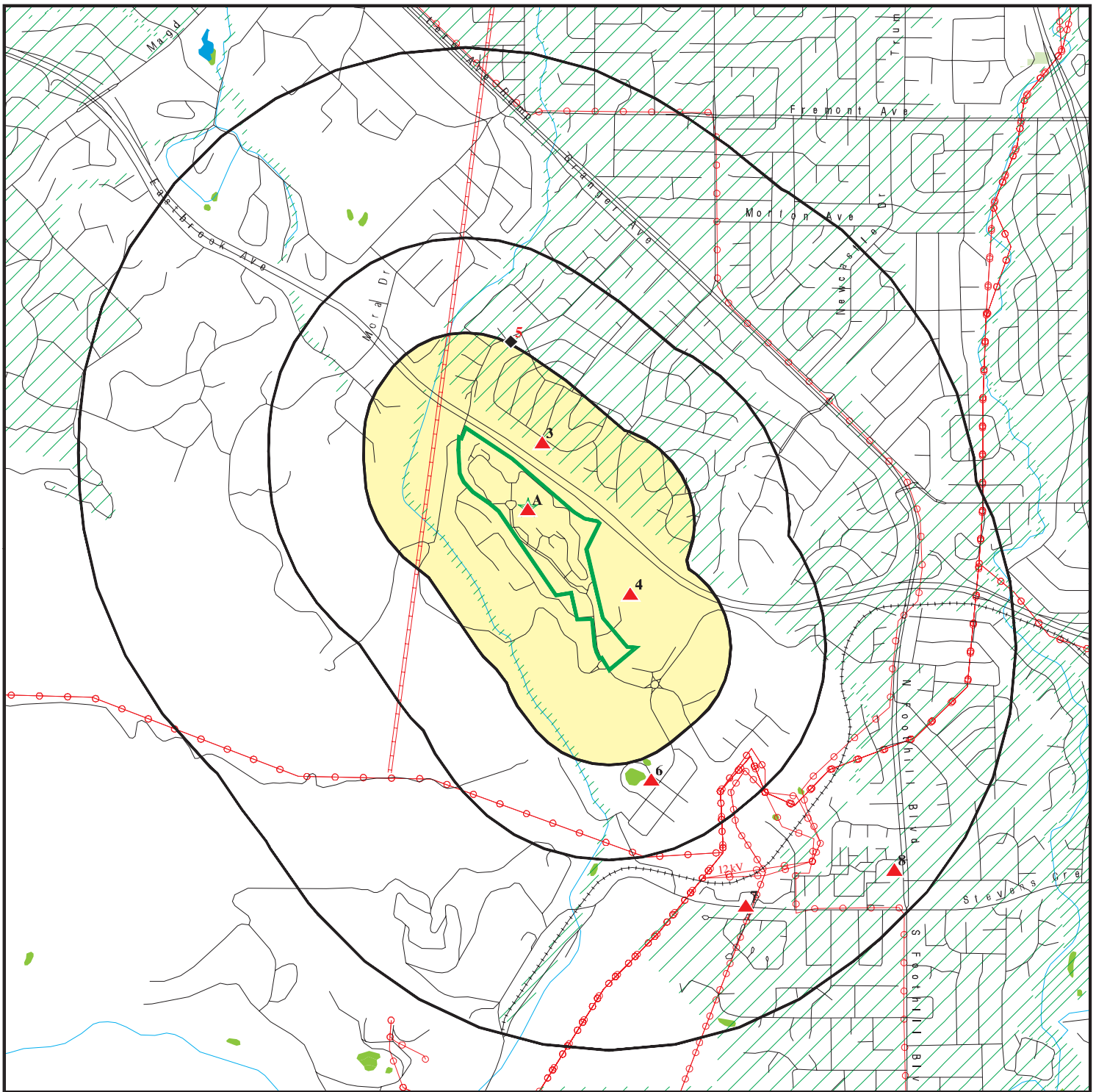
<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
ARCO SERVICE STATION	10121 NORTH FOOTHILL	SE 1/2 - 1 (0.896 mi.)	8	17



## EXECUTIVE SUMMARY

There were no unmapped sites in this report.

# OVERVIEW MAP - 4874964.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

National Priority List Sites

Dept. Defense Sites

Indian Reservations BIA

Power transmission lines

Pipelines

100-year flood zone

500-year flood zone

National Wetland Inventory

State Wetlands

Areas of Concern

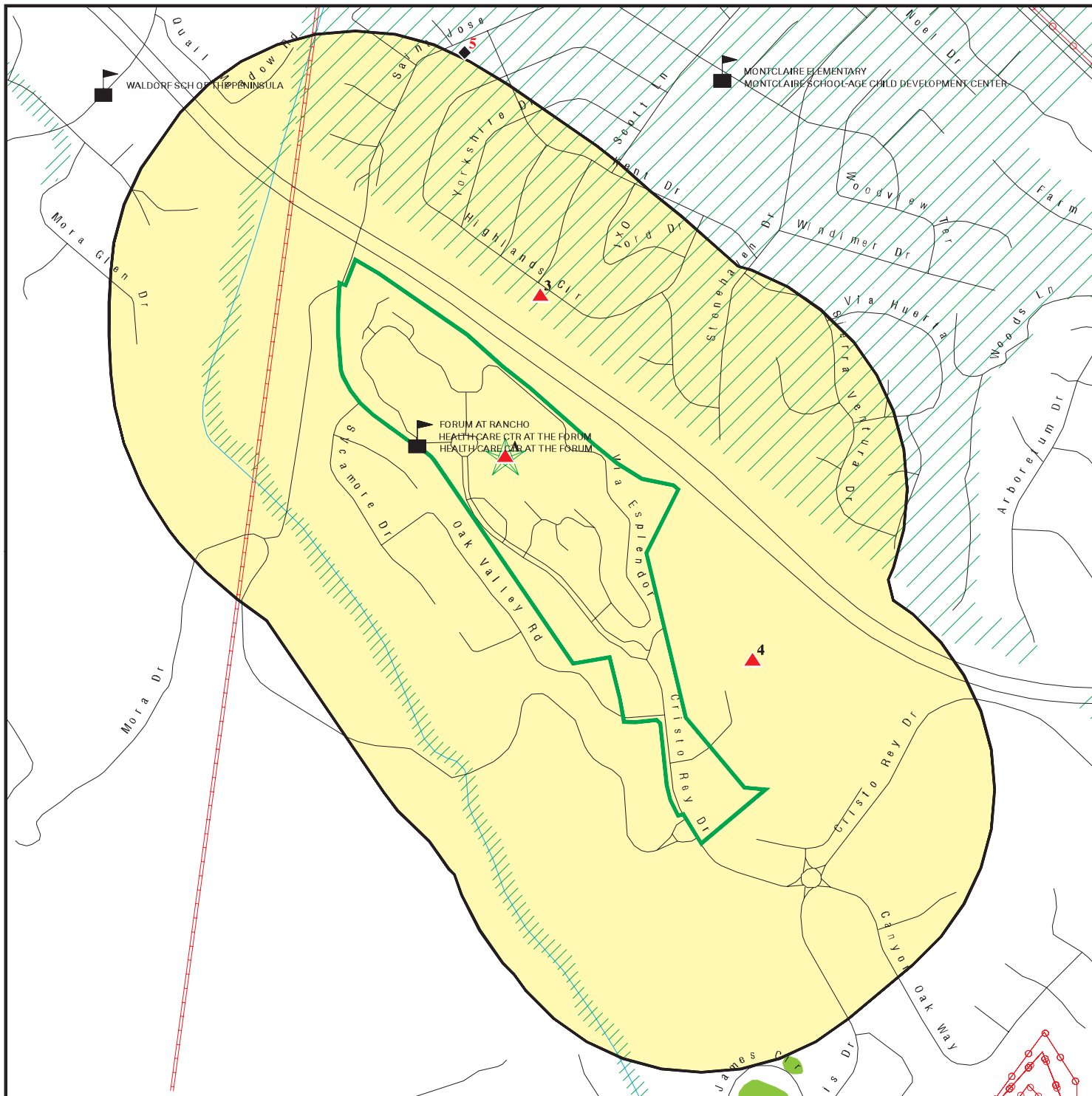

















This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Phase I ESA  
 ADDRESS: 23500 Cristo Rey Drive  
 Cupertino CA 95014  
 LAT/LONG: 37.337256 / 122.086715

CLIENT: Cornerstone Earth Group  
 CONTACT: Stason Foster  
 INQUIRY #: 4874964.2s  
 DATE: March 09, 2017 2:33 pm

# DETAIL MAP - 4874964.2S



-  Target Property
-  Sites at elevations higher than or equal to the target property
-  Sites at elevations lower than the target property
-  Manufactured Gas Plants
-  Sensitive Receptors
-  National Priority List Sites
-  Dept. Defense Sites
-  Indian Reservations BIA
-  Power transmission lines
-  Pipelines
-  100-year flood zone
-  500-year flood zone
-  National Wetland Inventory
-  State Wetlands
-  Areas of Concern



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

<p><b>SITE NAME:</b> Phase I ESA  <b>ADDRESS:</b> 23500 Cristo Rey Drive                  Cupertino CA 95014  <b>LAT/LONG:</b> 37.337256 / 122.086715</p>	<p><b>CLIENT:</b> Cornerstone Earth Group  <b>CONTACT:</b> Stason Foster  <b>INQUIRY #:</b> 4874964.2s  <b>DATE:</b> March 09, 2017 2:36 pm</p>
---	---

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
<b>STANDARD ENVIRONMENTAL RECORDS</b>								
<b><i>Federal NPL site list</i></b>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	0.001		0	NR	NR	NR	NR	0
<b><i>Federal Delisted NPL site list</i></b>								
Delisted NPL	1.000		0	0	0	0	NR	0
<b><i>Federal CERCLIS list</i></b>								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
<b><i>Federal CERCLIS NFRAP site list</i></b>								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
<b><i>Federal RCRA CORRACTS facilities list</i></b>								
CORRACTS	1.000		0	0	0	0	NR	0
<b><i>Federal RCRA non-CORRACTS TSD facilities list</i></b>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<b><i>Federal RCRA generators list</i></b>								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-CESQG	0.250		0	0	NR	NR	NR	0
<b><i>Federal institutional controls / engineering controls registries</i></b>								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
<b><i>Federal ERNS list</i></b>								
ERNS	0.001		0	NR	NR	NR	NR	0
<b><i>State- and tribal - equivalent NPL RESPONSE</i></b>								
RESPONSE	1.000		0	0	0	0	NR	0
<b><i>State- and tribal - equivalent CERCLIS ENVIROSTOR</i></b>								
ENVIROSTOR	1.000		0	0	0	1	NR	1
<b><i>State and tribal landfill and/or solid waste disposal site lists</i></b>								
SWF/LF	0.500		0	0	0	NR	NR	0
<b><i>State and tribal leaking storage tank lists</i></b>								
LUST	0.500		1	0	2	NR	NR	3

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
INDIAN LUST	0.500		0	0	0	NR	NR	0
SLIC	0.500		0	0	0	NR	NR	0
HIST LUST	0.500		1	0	1	NR	NR	2
<b><i>State and tribal registered storage tank lists</i></b>								
FEMA UST	0.250		0	0	NR	NR	NR	0
UST	0.250		0	0	NR	NR	NR	0
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
<b><i>State and tribal voluntary cleanup sites</i></b>								
VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
<b><i>State and tribal Brownfields sites</i></b>								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
<b><u>ADDITIONAL ENVIRONMENTAL RECORDS</u></b>								
<b><i>Local Brownfield lists</i></b>								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
<b><i>Local Lists of Landfill / Solid Waste Disposal Sites</i></b>								
WMUDS/SWAT	0.500		0	0	0	NR	NR	0
SWRCY	0.500		0	0	0	NR	NR	0
HAULERS	0.001		0	NR	NR	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
<b><i>Local Lists of Hazardous waste / Contaminated Sites</i></b>								
US HIST CDL	0.001		0	NR	NR	NR	NR	0
HIST Cal-Sites	1.000		0	0	0	0	NR	0
SCH	0.250		0	0	NR	NR	NR	0
CDL	0.001		0	NR	NR	NR	NR	0
Toxic Pits	1.000		0	0	0	0	NR	0
US CDL	0.001		0	NR	NR	NR	NR	0
<b><i>Local Lists of Registered Storage Tanks</i></b>								
SWEEPS UST	0.250		0	0	NR	NR	NR	0
HIST UST	0.250		0	0	NR	NR	NR	0
CA FID UST	0.250		0	0	NR	NR	NR	0
<b><i>Local Land Records</i></b>								
LIENS	0.001		0	NR	NR	NR	NR	0
LIENS 2	0.001		0	NR	NR	NR	NR	0
DEED	0.500		0	0	0	NR	NR	0

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
<b>Records of Emergency Release Reports</b>								
HMIRS	0.001		0	NR	NR	NR	NR	0
CHMIRS	0.001		0	NR	NR	NR	NR	0
LDS	0.001		0	NR	NR	NR	NR	0
MCS	0.001		0	NR	NR	NR	NR	0
SPILLS 90	0.001		0	NR	NR	NR	NR	0
<b>Other Ascertainable Records</b>								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0
EPA WATCH LIST	0.001		0	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	0.001		0	NR	NR	NR	NR	0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		0	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		0	NR	NR	NR	NR	0
FTTS	0.001		0	NR	NR	NR	NR	0
MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001		0	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		0	NR	NR	NR	NR	0
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	0.001		0	NR	NR	NR	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	0.001		0	NR	NR	NR	NR	0
US AIRS	0.001		0	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
FINDS	0.001	1	0	NR	NR	NR	NR	1
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
CA BOND EXP. PLAN	1.000		0	0	0	0	NR	0
Cortese	0.500		0	0	0	NR	NR	0
CUPA Listings	0.250		2	0	NR	NR	NR	2
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
EMI	0.001		0	NR	NR	NR	NR	0
ENF	0.001		0	NR	NR	NR	NR	0
Financial Assurance	0.001		0	NR	NR	NR	NR	0
HAZNET	0.001		0	NR	NR	NR	NR	0

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
ICE	0.001		0	NR	NR	NR	NR	0
HIST CORTESE	0.500		1	0	2	NR	NR	3
HWP	1.000		0	0	0	0	NR	0
HWT	0.250		0	0	NR	NR	NR	0
MINES	0.001		0	NR	NR	NR	NR	0
MWMP	0.250		0	0	NR	NR	NR	0
NPDES	0.001	1	0	NR	NR	NR	NR	1
PEST LIC	0.001		0	NR	NR	NR	NR	0
PROC	0.500		0	0	0	NR	NR	0
Notify 65	1.000		0	0	0	1	NR	1
SAN JOSE HAZMAT	0.250		0	0	NR	NR	NR	0
UIC	0.001		0	NR	NR	NR	NR	0
WASTEWATER PITS	0.500		0	0	0	NR	NR	0
WDS	0.001		0	NR	NR	NR	NR	0
WIP	0.250		0	0	NR	NR	NR	0
ECHO	0.001		0	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.001		0	NR	NR	NR	NR	0
<b><u>EDR HIGH RISK HISTORICAL RECORDS</u></b>								
<b><i>EDR Exclusive Records</i></b>								
EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
<b><u>EDR RECOVERED GOVERNMENT ARCHIVES</u></b>								
<b><i>Exclusive Recovered Govt. Archives</i></b>								
RGA LF	0.001		0	NR	NR	NR	NR	0
RGA LUST	0.001		0	NR	NR	NR	NR	0
- Totals --		2	5	0	5	2	0	14

**NOTES:**

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**A1** THE FORUM AT RANCHO SAN ANTONIO HEALTH CARE CTR  
**Target** 23500 CRISTO REY DR  
**Property** CUPERTINO, CA 95014

**NPDES** S117712576  
N/A

**Site 1 of 2 in cluster A**

**Actual:**  
**364 ft.**

NPDES:  
Npdes Number: Not reported  
Facility Status: Not reported  
Agency Id: Not reported  
Region: 2  
Regulatory Measure Id: 183733  
Order No: Not reported  
Regulatory Measure Type: Construction  
Place Id: Not reported  
WDID: 2 43C329240  
Program Type: Not reported  
Adoption Date Of Regulatory Measure: Not reported  
Effective Date Of Regulatory Measure: Not reported  
Expiration Date Of Regulatory Measure: Not reported  
Termination Date Of Regulatory Measure: Not reported  
Discharge Name: Not reported  
Discharge Address: Not reported  
Discharge City: Not reported  
Discharge State: Not reported  
Discharge Zip: Not reported  
RECEIVED DATE: 5/9/2008  
PROCESSED DATE: Not reported  
STATUS CODE NAME: Terminated  
STATUS DATE: 4/14/2006  
PLACE SIZE: 2  
PLACE SIZE UNIT: Acres  
FACILITY CONTACT NAME: BOB Hitchens  
FACILITY CONTACT TITLE: Not reported  
FACILITY CONTACT PHONE: 4086407015  
FACILITY CONTACT PHONE EXT: Not reported  
FACILITY CONTACT EMAIL: Not reported  
OPERATOR NAME: Rancho San Antonio Retirement Housing Corp  
OPERATOR ADDRESS: 2350 Cristo Rey Dr  
OPERATOR CITY: Cupertino  
OPERATOR STATE: California  
OPERATOR ZIP: 95014  
OPERATOR CONTACT NAME: KEN Fullmore  
OPERATOR CONTACT TITLE: Not reported  
OPERATOR CONTACT PHONE: 650-944-0114  
OPERATOR CONTACT PHONE EXT: Not reported  
OPERATOR CONTACT EMAIL: Not reported  
OPERATOR TYPE: Private Business  
DEVELOPER NAME: Devcon Construction Inc  
DEVELOPER ADDRESS: 690 Gibraltar Dr  
DEVELOPER CITY: Milpitas  
DEVELOPER STATE: California  
DEVELOPER ZIP: 95035  
DEVELOPER CONTACT NAME: Andy Schatzman  
DEVELOPER CONTACT TITLE: Not reported  
CONSTYPE LINEAR UTILITY IND: Not reported  
EMERGENCY PHONE NO: 408-640-7015  
EMERGENCY PHONE EXT: Not reported  
CONSTYPE ABOVE GROUND IND: Not reported



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**THE FORUM AT RANCHO SAN ANTONIO HEALTH CARE CTR (Continued)**

**S117712576**

CONSTYPE BELOW GROUND IND: Not reported  
CONSTYPE CABLE LINE IND: Not reported  
CONSTYPE COMM LINE IND: Not reported  
CONSTYPE COMMERTIAL IND: Not reported  
CONSTYPE ELECTRICAL LINE IND: Not reported  
CONSTYPE GAS LINE IND: Not reported  
CONSTYPE INDUSTRIAL IND: Not reported  
CONSTYPE OTHER DESCRIPTION: Not reported  
CONSTYPE OTHER IND: Y  
CONSTYPE RECONS IND: Not reported  
CONSTYPE RESIDENTIAL IND: Not reported  
CONSTYPE TRANSPORT IND: Not reported  
CONSTYPE UTILITY DESCRIPTION: Not reported  
CONSTYPE UTILITY IND: Not reported  
CONSTYPE WATER SEWER IND: Not reported  
DIR DISCHARGE USWATER IND: Y  
RECEIVING WATER NAME: San Francisco Bay  
CERTIFIER NAME: Ken Fullmore  
CERTIFIER TITLE: Not reported  
CERTIFICATION DATE: 03-AUG-04  
PRIMARY SIC: Not reported  
SECONDARY SIC: Not reported  
TERTIARY SIC: Not reported

**A2  
Target  
Property**

**THE FORUM AT RANCHO SAN ANTONIO  
23500 CRISTO REY DR  
CUPERTINO, CA 95014**

**FINDS 1016431838  
N/A**

**Site 2 of 2 in cluster A**

**Actual:  
364 ft.**

FINDS:  
Registry ID: 110055833969  
Environmental Interest/Information System  
STATE MASTER

**3  
NNE  
< 1/8  
0.086 mi.  
452 ft.**

**VERIZON WIRELESS HWY 280 MARYKNOLL  
887 HIGHLANDS CL  
LOS ALTOS, CA 94024**

**CUPA Listings S112347088  
N/A**

**Relative:  
Higher**

CUPA SANTA CLARA:  
Region: SANTA CLARA  
PE#: BP01  
Program Description: HMBP FACILITY, 1-3 CHEMICALS  
Latitude: 37.339510  
Longitude: -122.085553

**Actual:  
382 ft.**

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

4  
SE  
< 1/8  
0.086 mi.  
453 ft.

**MARYKNOLL RESIDENCE**  
**23000 CRISTO REY DR**  
**LOS ALTOS, CA 95014**

**LUST** S103472900  
**HIST LUST** N/A  
**CUPA Listings**  
**HIST CORTESE**

**Relative:**  
**Higher**

LUST REG 2:

Region: 2  
Facility Id: Not reported  
Facility Status: Case Closed  
Case Number: 07S2W09J01f  
How Discovered: Not reported  
Leak Cause: Not reported  
Leak Source: Not reported  
Date Leak Confirmed: Not reported  
Oversight Program: LUST  
Prelim. Site Assessment Wokplan Submitted: Not reported  
Preliminary Site Assessment Began: Not reported  
Pollution Characterization Began: Not reported  
Pollution Remediation Plan Submitted: Not reported  
Date Remediation Action Underway: Not reported  
Date Post Remedial Action Monitoring Began: Not reported

**Actual:**  
**400 ft.**

LUST SANTA CLARA:

Region: SANTA CLARA  
SCVWD ID: 07S2W09J01F  
Date Closed: 12/29/1995  
EDR Link ID: 07S2W09J01F

HIST LUST SANTA CLARA:

Region: SANTA CLARA  
Region Code: 2  
SCVWD ID: 07S2W09J01  
Oversite Agency: SCVWD  
Date Listed: 1992-01-01 00:00:00  
Closed Date: 1995-12-29 00:00:00

CUPA SANTA CLARA:

Region: SANTA CLARA  
PE#: 2240  
Program Description: GENERATES < 10 GAL/YR  
Latitude: 37.333962  
Longitude: -122.081645

Region: SANTA CLARA  
PE#: BP11  
Program Description: HAZMAT STORAGE & HMBP FACILITY, 1-3 CHEMICALS  
Latitude: 37.333962  
Longitude: -122.081645

HIST CORTESE:

Region: CORTESE  
Facility County Code: 43  
Reg By: LTNKA  
Reg Id: 43-0863

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Site

Database(s)

EDR ID Number  
 EPA ID Number

**5**  
**North**  
**1/4-1/2**  
**0.256 mi.**  
**1350 ft.**

**MROSD-SAN ANTONIO PRESERVE**  
**7400 ST JOSEPH AV**  
**LOS ALTOS, CA 94022**

**LUST** **S105024560**  
**CUPA Listings** **N/A**  
**HIST CORTESE**

**Relative:**  
**Lower**

LUST:

**Actual:**  
**285 ft.**

Region: STATE  
 Global Id: T0608501848  
 Latitude: 37.3852183  
 Longitude: -122.1141298  
 Case Type: LUST Cleanup Site  
 Status: Completed - Case Closed  
 Status Date: 10/12/1995  
 Lead Agency: SAN FRANCISCO BAY RWQCB (REGION 2)  
 Case Worker: MEJ  
 Local Agency: SANTA CLARA COUNTY LOP  
 RB Case Number: 43-2006  
 LOC Case Number: Not reported  
 File Location: Not reported  
 Potential Media Affect: Soil  
 Potential Contaminants of Concern: Diesel  
 Site History: Not reported

[Click here to access the California GeoTracker records for this facility:](#)

Contact:

Global Id: T0608501848  
 Contact Type: Regional Board Caseworker  
 Contact Name: MARK JOHNSON  
 Organization Name: SAN FRANCISCO BAY RWQCB (REGION 2)  
 Address: 1515 CLAY STREET, SUITE 1400  
 City: OAKLAND  
 Email: mjohnson@waterboards.ca.gov  
 Phone Number: Not reported

Global Id: T0608501848  
 Contact Type: Local Agency Caseworker  
 Contact Name: UST CASE WORKER  
 Organization Name: SANTA CLARA COUNTY LOP  
 Address: 1555 Berger Drive, Suite 300  
 City: SAN JOSE  
 Email: Not reported  
 Phone Number: 4089183400

Status History:

Global Id: T0608501848  
 Status: Open - Case Begin Date  
 Status Date: 08/19/1994

Global Id: T0608501848  
 Status: Open - Site Assessment  
 Status Date: 09/21/1994

Global Id: T0608501848  
 Status: Completed - Case Closed  
 Status Date: 10/12/1995

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MROSD-SAN ANTONIO PRESERVE (Continued)**

**S105024560**

Regulatory Activities:

Global Id: T0608501848  
Action Type: Other  
Date: 08/19/1994  
Action: Leak Stopped

Global Id: T0608501848  
Action Type: Other  
Date: 08/30/1994  
Action: Leak Reported

Global Id: T0608501848  
Action Type: ENFORCEMENT  
Date: 10/13/1995  
Action: Closure/No Further Action Letter - #43-2006

Global Id: T0608501848  
Action Type: Other  
Date: 08/19/1994  
Action: Leak Discovery

LUST REG 2:

Region: 2  
Facility Id: 43-2006  
Facility Status: Case Closed  
Case Number: 43-2006  
How Discovered: Tank Closure  
Leak Cause: UNK  
Leak Source: UNK  
Date Leak Confirmed: 9/21/1994  
Oversight Program: LUST  
Prelim. Site Assessment Workplan Submitted: Not reported  
Preliminary Site Assessment Began: Not reported  
Pollution Characterization Began: Not reported  
Pollution Remediation Plan Submitted: Not reported  
Date Remediation Action Underway: Not reported  
Date Post Remedial Action Monitoring Began: Not reported

CUPA SANTA CLARA:

Region: SANTA CLARA  
PE#: 2205  
Program Description: GENERATES 100 KG YR TO <5 TONS/YR  
Latitude: 37.340930  
Longitude: -122.089469

Region: SANTA CLARA  
PE#: BP12  
Program Description: HAZMAT STORAGE & HMBP FACILITY, 4-6 CHEMICALS  
Latitude: 37.340930  
Longitude: -122.089469

Region: SANTA CLARA  
PE#: 2011  
Program Description: APSA FACILITY-SPCC TEMPLATE (<10,000 GAL CAP)  
Latitude: 37.340930

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**MROSD-SAN ANTONIO PRESERVE (Continued)**

**S105024560**

Longitude: -122.089469

**HIST CORTESE:**

Region: CORTESE  
Facility County Code: 43  
Reg By: LTNKA  
Reg Id: 43-2006

**6**  
**SSE**  
**1/4-1/2**  
**0.309 mi.**  
**1630 ft.**

**GATE OF HEAVEN CEMETERY**  
**22555 CRISTO REY DR**  
**UNINCORPORATED, CA 95024**

**LUST** **S102430660**  
**HIST LUST** **N/A**  
**CUPA Listings**  
**HIST CORTESE**

**Relative:**  
**Higher**

**LUST:**

Region: STATE  
Global Id: T0608501908  
Latitude: 37.3322  
Longitude: -122.073  
Case Type: LUST Cleanup Site  
Status: Completed - Case Closed  
Status Date: 01/12/1996  
Lead Agency: SANTA CLARA COUNTY LOP  
Case Worker: UST  
Local Agency: SANTA CLARA COUNTY LOP  
RB Case Number: Not reported  
LOC Case Number: Not reported  
File Location: All Files are on GeoTracker or in the Local Agency Database  
Potential Media Affect: Soil  
Potential Contaminants of Concern: Gasoline  
Site History: Not reported

**Actual:**  
**427 ft.**

[Click here to access the California GeoTracker records for this facility:](#)

**Contact:**

Global Id: T0608501908  
Contact Type: Regional Board Caseworker  
Contact Name: Regional Water Board  
Organization Name: SAN FRANCISCO BAY RWQCB (REGION 2)  
Address: 1515 CLAY ST SUITE 1400  
City: OAKLAND  
Email: Not reported  
Phone Number: Not reported

Global Id: T0608501908  
Contact Type: Local Agency Caseworker  
Contact Name: UST CASE WORKER  
Organization Name: SANTA CLARA COUNTY LOP  
Address: 1555 Berger Drive, Suite 300  
City: SAN JOSE  
Email: Not reported  
Phone Number: 4089183400

**Status History:**

Global Id: T0608501908  
Status: Open - Case Begin Date  
Status Date: 09/11/1995

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**GATE OF HEAVEN CEMETERY (Continued)**

**S102430660**

Global Id: T0608501908  
Status: Completed - Case Closed  
Status Date: 01/12/1996

Regulatory Activities:

Global Id: T0608501908  
Action Type: ENFORCEMENT  
Date: 01/12/1996  
Action: Closure/No Further Action Letter

Global Id: T0608501908  
Action Type: Other  
Date: 09/11/1995  
Action: Leak Reported

Global Id: T0608501908  
Action Type: RESPONSE  
Date: 01/12/1996  
Action: Other Report / Document

LUST REG 2:

Region: 2  
Facility Id: Not reported  
Facility Status: Case Closed  
Case Number: 07S2W16B01f  
How Discovered: Not reported  
Leak Cause: Not reported  
Leak Source: Not reported  
Date Leak Confirmed: Not reported  
Oversight Program: LUST  
Prelim. Site Assessment Workplan Submitted: Not reported  
Preliminary Site Assessment Began: Not reported  
Pollution Characterization Began: Not reported  
Pollution Remediation Plan Submitted: Not reported  
Date Remediation Action Underway: Not reported  
Date Post Remedial Action Monitoring Began: Not reported

LUST SANTA CLARA:

Region: SANTA CLARA  
SCVWD ID: 07S2W16B01F  
Date Closed: 01/12/1996  
EDR Link ID: 07S2W16B01F

HIST LUST SANTA CLARA:

Region: SANTA CLARA  
Region Code: 2  
SCVWD ID: 07S2W16B01  
Oversite Agency: SCVWD  
Date Listed: 1995-12-07 00:00:00  
Closed Date: 1996-01-12 00:00:00

CUPA SANTA CLARA:

Region: SANTA CLARA  
PE#: 2205

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**GATE OF HEAVEN CEMETERY (Continued)**

**S102430660**

Program Description: GENERATES 100 KG YR TO <5 TONS/YR  
 Latitude: 37.332003  
 Longitude: -122.073813

Region: SANTA CLARA  
 PE#: 2011  
 Program Description: APSA FACILITY-SPCC TEMPLATE (<10,000 GAL CAP)  
 Latitude: 37.332003  
 Longitude: -122.073813

HIST CORTESE:  
 Region: CORTESE  
 Facility County Code: 43  
 Reg By: LTNKA  
 Reg Id: 43-2077

**7**  
**SSE**  
**1/2-1**  
**0.716 mi.**  
**3781 ft.**

**KAISER ALUMINUM & CHEM CORP (F**  
**23333 STEVENS CREEK BLVD, PERM**  
**CUPERTINO, CA 95014**

**ENVIROSTOR S100538975**  
**SLIC N/A**  
**EMI**  
**HIST CORTESE**

**Relative:**  
**Higher**

ENVIROSTOR:  
 Facility ID: 43330001  
 Status: Refer: RWQCB  
 Status Date: 04/28/1989  
 Site Code: Not reported  
 Site Type: Historical  
 Site Type Detailed: \* Historical  
 Acres: Not reported  
 NPL: NO  
 Regulatory Agencies: NONE SPECIFIED  
 Lead Agency: NONE SPECIFIED  
 Program Manager: Not reported  
 Supervisor: Referred - Not Assigned  
 Division Branch: Cleanup Berkeley  
 Assembly: 24  
 Senate: 15  
 Special Program: \* CERC2  
 Restricted Use: NO  
 Site Mgmt Req: NONE SPECIFIED  
 Funding: Not reported  
 Latitude: 37.3225  
 Longitude: -122.0797  
 APN: NONE SPECIFIED  
 Past Use: NONE SPECIFIED  
 Potential COC: \* HYDROCARBON SOLVENTS Polychlorinated biphenyls (PCBs)  
 Confirmed COC: NONE SPECIFIED  
 Potential Description: NONE SPECIFIED  
 Alias Name: CAD009155284  
 Alias Type: EPA Identification Number  
 Alias Name: CAD982358087  
 Alias Type: EPA Identification Number  
 Alias Name: 110011654584  
 Alias Type: EPA (FRS #)  
 Alias Name: T0608501786  
 Alias Type: GeoTracker Global ID

**Actual:**  
**406 ft.**

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**KAISER ALUMINUM & CHEM CORP (F (Continued))**

**S100538975**

Alias Name: T0608502292  
Alias Type: GeoTracker Global ID  
Alias Name: T0608591666  
Alias Type: GeoTracker Global ID  
Alias Name: 43330001  
Alias Type: Envirostor ID Number

Completed Info:

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: \* Discovery  
Completed Date: 11/15/1981  
Comments: FACILITY IDENTIFIED ID'D FROM ASP FILES

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Preliminary Assessment Report  
Completed Date: 04/28/1989  
Comments: PRELIM ASSESS DONE RWQCB IS LEAD AGENCY, THEREFORE, PENDING STATUS

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Site Screening  
Completed Date: 06/09/1987  
Comments: SITE SCREENING DONE PA RECOM DUE TO DOCUMENTED HAZARDOUS CHEMICALS ON SITE

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Preliminary Assessment Report  
Completed Date: 01/01/1986  
Comments: Further action recommended

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Preliminary Assessment Report  
Completed Date: 10/28/1987  
Comments: Further Action Recommended

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Preliminary Assessment/Site Inspection Report (PA/SI)  
Completed Date: 08/27/1990  
Comments: Further Action Required

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Preliminary Assessment Report  
Completed Date: 10/21/1983  
Comments: Further Action Required

Future Area Name: Not reported  
Future Sub Area Name: Not reported  
Future Document Type: Not reported  
Future Due Date: Not reported  
Schedule Area Name: Not reported  
Schedule Sub Area Name: Not reported  
Schedule Document Type: Not reported



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**KAISER ALUMINUM & CHEM CORP (F (Continued))**

**S100538975**

Schedule Due Date: Not reported  
Schedule Revised Date: Not reported

**SLIC REG 2:**

Region: 2  
Facility ID: 43S0663  
Facility Status: Pollution Characterization  
Date Closed: Not reported  
Local Case #: Not reported  
How Discovered: Tank Closure  
Leak Cause: UNK  
Leak Source: UNK  
Date Confirmed: Not reported  
Date Prelim Site Assmnt Workplan Submitted: Not reported  
Date Preliminary Site Assessment Began: Not reported  
Date Pollution Characterization Began: 7/31/1987  
Date Remediation Plan Submitted: Not reported  
Date Remedial Action Underway: Not reported  
Date Post Remedial Action Monitoring Began: Not reported

**EMI:**

Year: 1987  
County Code: 43  
Air Basin: SF  
Facility ID: 228  
Air District Name: BA  
SIC Code: 3353  
Air District Name: BAY AREA AQMD  
Community Health Air Pollution Info System: Not reported  
Consolidated Emission Reporting Rule: Not reported  
Total Organic Hydrocarbon Gases Tons/Yr: 416  
Reactive Organic Gases Tons/Yr: 410  
Carbon Monoxide Emissions Tons/Yr: 0  
NOX - Oxides of Nitrogen Tons/Yr: 0  
SOX - Oxides of Sulphur Tons/Yr: 0  
Particulate Matter Tons/Yr: 1  
Part. Matter 10 Micrometers and Smlr Tons/Yr: 0

**HIST CORTESE:**

Region: CORTESE  
Facility County Code: 43  
Reg By: LTNKA  
Reg Id: 43-0770

8  
SE  
1/2-1  
0.896 mi.  
4732 ft.

**ARCO SERVICE STATION #6182  
10121 NORTH FOOTHILL BOUL  
CUPERTINO, CA 93043**

**Notify 65 S100178856  
N/A**

**Relative:  
Higher**

**NOTIFY 65:**

Date Reported: Not reported  
Staff Initials: Not reported  
Board File Number: Not reported  
Facility Type: Not reported  
Discharge Date: Not reported

**Actual:  
384 ft.**

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**ARCO SERVICE STATION #6182 (Continued)**

**S100178856**

Issue Date: Not reported  
Incident Description: Not reported

Count: 0 records.

ORPHAN SUMMARY

<u>City</u>	<u>EDR ID</u>	<u>Site Name</u>	<u>Site Address</u>	<u>Zip</u>	<u>Database(s)</u>
NO SITES FOUND					

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

**Number of Days to Update:** Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

## STANDARD ENVIRONMENTAL RECORDS

### ***Federal NPL site list***

#### NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 12/05/2016	Source: EPA
Date Data Arrived at EDR: 01/05/2017	Telephone: N/A
Date Made Active in Reports: 02/03/2017	Last EDR Contact: 03/02/2017
Number of Days to Update: 29	Next Scheduled EDR Contact: 04/17/2017
	Data Release Frequency: Quarterly

#### NPL Site Boundaries

##### Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)  
Telephone: 202-564-7333

EPA Region 1  
Telephone 617-918-1143

EPA Region 6  
Telephone: 214-655-6659

EPA Region 3  
Telephone 215-814-5418

EPA Region 7  
Telephone: 913-551-7247

EPA Region 4  
Telephone 404-562-8033

EPA Region 8  
Telephone: 303-312-6774

EPA Region 5  
Telephone 312-886-6686

EPA Region 9  
Telephone: 415-947-4246

EPA Region 10  
Telephone 206-553-8665

#### Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 12/05/2016	Source: EPA
Date Data Arrived at EDR: 01/05/2017	Telephone: N/A
Date Made Active in Reports: 02/03/2017	Last EDR Contact: 03/02/2017
Number of Days to Update: 29	Next Scheduled EDR Contact: 04/17/2017
	Data Release Frequency: Quarterly

#### NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991	Source: EPA
Date Data Arrived at EDR: 02/02/1994	Telephone: 202-564-4267
Date Made Active in Reports: 03/30/1994	Last EDR Contact: 08/15/2011
Number of Days to Update: 56	Next Scheduled EDR Contact: 11/28/2011
	Data Release Frequency: No Update Planned

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ***Federal Delisted NPL site list***

### Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 12/05/2016	Source: EPA
Date Data Arrived at EDR: 01/05/2017	Telephone: N/A
Date Made Active in Reports: 02/03/2017	Last EDR Contact: 03/02/2017
Number of Days to Update: 29	Next Scheduled EDR Contact: 04/17/2017
	Data Release Frequency: Quarterly

## ***Federal CERCLIS list***

### FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 09/14/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/04/2016	Telephone: 703-603-8704
Date Made Active in Reports: 10/21/2016	Last EDR Contact: 01/05/2017
Number of Days to Update: 17	Next Scheduled EDR Contact: 04/17/2017
	Data Release Frequency: Varies

### SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly know as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 10/10/2016	Source: EPA
Date Data Arrived at EDR: 10/20/2016	Telephone: 800-424-9346
Date Made Active in Reports: 01/06/2017	Last EDR Contact: 03/02/2017
Number of Days to Update: 78	Next Scheduled EDR Contact: 05/01/2017
	Data Release Frequency: Quarterly

## ***Federal CERCLIS NFRAP site list***

### SEMS-ARCHIVE: Superfund Enterprise Management System Archive

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 10/10/2016	Source: EPA
Date Data Arrived at EDR: 10/20/2016	Telephone: 800-424-9346
Date Made Active in Reports: 01/06/2017	Last EDR Contact: 03/02/2017
Number of Days to Update: 78	Next Scheduled EDR Contact: 05/01/2017
	Data Release Frequency: Quarterly

## ***Federal RCRA CORRACTS facilities list***

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 12/12/2016	Source: EPA
Date Data Arrived at EDR: 12/28/2016	Telephone: 800-424-9346
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 03/02/2017
Number of Days to Update: 44	Next Scheduled EDR Contact: 04/10/2017
	Data Release Frequency: Quarterly

## ***Federal RCRA non-CORRACTS TSD facilities list***

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 12/12/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/28/2016	Telephone: (415) 495-8895
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 03/02/2017
Number of Days to Update: 44	Next Scheduled EDR Contact: 04/10/2017
	Data Release Frequency: Quarterly

## ***Federal RCRA generators list***

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 12/12/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/28/2016	Telephone: (415) 495-8895
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 03/02/2017
Number of Days to Update: 44	Next Scheduled EDR Contact: 04/10/2017
	Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 12/12/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/28/2016	Telephone: (415) 495-8895
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 03/02/2017
Number of Days to Update: 44	Next Scheduled EDR Contact: 04/10/2017
	Data Release Frequency: Quarterly

## RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 12/12/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/28/2016	Telephone: (415) 495-8895
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 03/02/2017
Number of Days to Update: 44	Next Scheduled EDR Contact: 04/10/2017
	Data Release Frequency: Varies

## ***Federal institutional controls / engineering controls registries***

### LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 05/28/2015	Source: Department of the Navy
Date Data Arrived at EDR: 05/29/2015	Telephone: 843-820-7326
Date Made Active in Reports: 06/11/2015	Last EDR Contact: 02/13/2017
Number of Days to Update: 13	Next Scheduled EDR Contact: 05/29/2017
	Data Release Frequency: Varies

### US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 11/15/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/29/2016	Telephone: 703-603-0695
Date Made Active in Reports: 02/03/2017	Last EDR Contact: 02/28/2017
Number of Days to Update: 66	Next Scheduled EDR Contact: 06/12/2017
	Data Release Frequency: Varies

### US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 11/15/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/29/2016	Telephone: 703-603-0695
Date Made Active in Reports: 02/03/2017	Last EDR Contact: 02/28/2017
Number of Days to Update: 66	Next Scheduled EDR Contact: 06/12/2017
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ***Federal ERNS list***

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 09/26/2016

Date Data Arrived at EDR: 09/29/2016

Date Made Active in Reports: 11/11/2016

Number of Days to Update: 43

Source: National Response Center, United States Coast Guard

Telephone: 202-267-2180

Last EDR Contact: 12/28/2016

Next Scheduled EDR Contact: 04/10/2017

Data Release Frequency: Annually

## ***State- and tribal - equivalent NPL***

RESPONSE: State Response Sites

Identifies confirmed release sites where DTSC is involved in remediation, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk.

Date of Government Version: 10/31/2016

Date Data Arrived at EDR: 11/01/2016

Date Made Active in Reports: 01/18/2017

Number of Days to Update: 78

Source: Department of Toxic Substances Control

Telephone: 916-323-3400

Last EDR Contact: 01/31/2017

Next Scheduled EDR Contact: 05/08/2017

Data Release Frequency: Quarterly

## ***State- and tribal - equivalent CERCLIS***

ENVIROSTOR: EnviroStor Database

The Department of Toxic Substances Control's (DTSC's) Site Mitigation and Brownfields Reuse Program's (SMBRP's) EnviroStor database identifies sites that have known contamination or sites for which there may be reasons to investigate further. The database includes the following site types: Federal Superfund sites (National Priorities List (NPL)); State Response, including Military Facilities and State Superfund; Voluntary Cleanup; and School sites. EnviroStor provides similar information to the information that was available in CalSites, and provides additional site information, including, but not limited to, identification of formerly-contaminated properties that have been released for reuse, properties where environmental deed restrictions have been recorded to prevent inappropriate land uses, and risk characterization information that is used to assess potential impacts to public health and the environment at contaminated sites.

Date of Government Version: 10/31/2016

Date Data Arrived at EDR: 11/01/2016

Date Made Active in Reports: 01/18/2017

Number of Days to Update: 78

Source: Department of Toxic Substances Control

Telephone: 916-323-3400

Last EDR Contact: 01/31/2017

Next Scheduled EDR Contact: 05/08/2017

Data Release Frequency: Quarterly

## ***State and tribal landfill and/or solid waste disposal site lists***

SWF/LF (SWIS): Solid Waste Information System

Active, Closed and Inactive Landfills. SWF/LF records typically contain an inventory of solid waste disposal facilities or landfills. These may be active or inactive facilities or open dumps that failed to meet RCRA Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 11/14/2016

Date Data Arrived at EDR: 11/15/2016

Date Made Active in Reports: 01/20/2017

Number of Days to Update: 66

Source: Department of Resources Recycling and Recovery

Telephone: 916-341-6320

Last EDR Contact: 02/15/2017

Next Scheduled EDR Contact: 05/29/2017

Data Release Frequency: Quarterly

## ***State and tribal leaking storage tank lists***



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## LUST REG 5: Leaking Underground Storage Tank Database

Leaking Underground Storage Tank locations. Alameda, Alpine, Amador, Butte, Colusa, Contra Costa, Calveras, El Dorado, Fresno, Glenn, Kern, Kings, Lake, Lassen, Madera, Mariposa, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Solano, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Yolo, Yuba counties.

Date of Government Version: 07/01/2008	Source: California Regional Water Quality Control Board Central Valley Region (5)
Date Data Arrived at EDR: 07/22/2008	Telephone: 916-464-4834
Date Made Active in Reports: 07/31/2008	Last EDR Contact: 07/01/2011
Number of Days to Update: 9	Next Scheduled EDR Contact: 10/17/2011
	Data Release Frequency: No Update Planned

## LUST: Geotracker's Leaking Underground Fuel Tank Report

Leaking Underground Storage Tank (LUST) Sites included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 12/12/2016	Source: State Water Resources Control Board
Date Data Arrived at EDR: 12/14/2016	Telephone: see region list
Date Made Active in Reports: 01/20/2017	Last EDR Contact: 12/14/2016
Number of Days to Update: 37	Next Scheduled EDR Contact: 03/27/2017
	Data Release Frequency: Quarterly

## LUST REG 9: Leaking Underground Storage Tank Report

Orange, Riverside, San Diego counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 03/01/2001	Source: California Regional Water Quality Control Board San Diego Region (9)
Date Data Arrived at EDR: 04/23/2001	Telephone: 858-637-5595
Date Made Active in Reports: 05/21/2001	Last EDR Contact: 09/26/2011
Number of Days to Update: 28	Next Scheduled EDR Contact: 01/09/2012
	Data Release Frequency: No Update Planned

## LUST REG 8: Leaking Underground Storage Tanks

California Regional Water Quality Control Board Santa Ana Region (8). For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 02/14/2005	Source: California Regional Water Quality Control Board Santa Ana Region (8)
Date Data Arrived at EDR: 02/15/2005	Telephone: 909-782-4496
Date Made Active in Reports: 03/28/2005	Last EDR Contact: 08/15/2011
Number of Days to Update: 41	Next Scheduled EDR Contact: 11/28/2011
	Data Release Frequency: Varies

## LUST REG 7: Leaking Underground Storage Tank Case Listing

Leaking Underground Storage Tank locations. Imperial, Riverside, San Diego, Santa Barbara counties.

Date of Government Version: 02/26/2004	Source: California Regional Water Quality Control Board Colorado River Basin Region (7)
Date Data Arrived at EDR: 02/26/2004	Telephone: 760-776-8943
Date Made Active in Reports: 03/24/2004	Last EDR Contact: 08/01/2011
Number of Days to Update: 27	Next Scheduled EDR Contact: 11/14/2011
	Data Release Frequency: No Update Planned

## LUST REG 6V: Leaking Underground Storage Tank Case Listing

Leaking Underground Storage Tank locations. Inyo, Kern, Los Angeles, Mono, San Bernardino counties.

Date of Government Version: 06/07/2005	Source: California Regional Water Quality Control Board Victorville Branch Office (6)
Date Data Arrived at EDR: 06/07/2005	Telephone: 760-241-7365
Date Made Active in Reports: 06/29/2005	Last EDR Contact: 09/12/2011
Number of Days to Update: 22	Next Scheduled EDR Contact: 12/26/2011
	Data Release Frequency: No Update Planned

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## LUST REG 6L: Leaking Underground Storage Tank Case Listing

For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 09/09/2003	Source: California Regional Water Quality Control Board Lahontan Region (6)
Date Data Arrived at EDR: 09/10/2003	Telephone: 530-542-5572
Date Made Active in Reports: 10/07/2003	Last EDR Contact: 09/12/2011
Number of Days to Update: 27	Next Scheduled EDR Contact: 12/26/2011
	Data Release Frequency: No Update Planned

## LUST REG 4: Underground Storage Tank Leak List

Los Angeles, Ventura counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 09/07/2004	Source: California Regional Water Quality Control Board Los Angeles Region (4)
Date Data Arrived at EDR: 09/07/2004	Telephone: 213-576-6710
Date Made Active in Reports: 10/12/2004	Last EDR Contact: 09/06/2011
Number of Days to Update: 35	Next Scheduled EDR Contact: 12/19/2011
	Data Release Frequency: No Update Planned

## LUST REG 3: Leaking Underground Storage Tank Database

Leaking Underground Storage Tank locations. Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz counties.

Date of Government Version: 05/19/2003	Source: California Regional Water Quality Control Board Central Coast Region (3)
Date Data Arrived at EDR: 05/19/2003	Telephone: 805-542-4786
Date Made Active in Reports: 06/02/2003	Last EDR Contact: 07/18/2011
Number of Days to Update: 14	Next Scheduled EDR Contact: 10/31/2011
	Data Release Frequency: No Update Planned

## LUST REG 2: Fuel Leak List

Leaking Underground Storage Tank locations. Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma counties.

Date of Government Version: 09/30/2004	Source: California Regional Water Quality Control Board San Francisco Bay Region (2)
Date Data Arrived at EDR: 10/20/2004	Telephone: 510-622-2433
Date Made Active in Reports: 11/19/2004	Last EDR Contact: 09/19/2011
Number of Days to Update: 30	Next Scheduled EDR Contact: 01/02/2012
	Data Release Frequency: Quarterly

## LUST REG 1: Active Toxic Site Investigation

Del Norte, Humboldt, Lake, Mendocino, Modoc, Siskiyou, Sonoma, Trinity counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 02/01/2001	Source: California Regional Water Quality Control Board North Coast (1)
Date Data Arrived at EDR: 02/28/2001	Telephone: 707-570-3769
Date Made Active in Reports: 03/29/2001	Last EDR Contact: 08/01/2011
Number of Days to Update: 29	Next Scheduled EDR Contact: 11/14/2011
	Data Release Frequency: No Update Planned

## INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 12/11/2015	Source: EPA Region 6
Date Data Arrived at EDR: 02/19/2016	Telephone: 214-665-6597
Date Made Active in Reports: 06/03/2016	Last EDR Contact: 01/26/2017
Number of Days to Update: 105	Next Scheduled EDR Contact: 05/08/2017
	Data Release Frequency: Varies

## INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Iowa, Kansas, and Nebraska

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/09/2015  
Date Data Arrived at EDR: 02/12/2016  
Date Made Active in Reports: 06/03/2016  
Number of Days to Update: 112

Source: EPA Region 7  
Telephone: 913-551-7003  
Last EDR Contact: 01/26/2017  
Next Scheduled EDR Contact: 05/08/2017  
Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land  
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 10/13/2015  
Date Data Arrived at EDR: 10/23/2015  
Date Made Active in Reports: 02/18/2016  
Number of Days to Update: 118

Source: EPA Region 8  
Telephone: 303-312-6271  
Last EDR Contact: 01/26/2017  
Next Scheduled EDR Contact: 05/08/2017  
Data Release Frequency: Quarterly

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land  
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 02/25/2016  
Date Data Arrived at EDR: 04/27/2016  
Date Made Active in Reports: 06/03/2016  
Number of Days to Update: 37

Source: Environmental Protection Agency  
Telephone: 415-972-3372  
Last EDR Contact: 01/26/2017  
Next Scheduled EDR Contact: 05/08/2017  
Data Release Frequency: Quarterly

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land  
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 01/07/2016  
Date Data Arrived at EDR: 01/08/2016  
Date Made Active in Reports: 02/18/2016  
Number of Days to Update: 41

Source: EPA Region 10  
Telephone: 206-553-2857  
Last EDR Contact: 01/26/2017  
Next Scheduled EDR Contact: 05/08/2017  
Data Release Frequency: Quarterly

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land  
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 10/27/2015  
Date Data Arrived at EDR: 10/29/2015  
Date Made Active in Reports: 01/04/2016  
Number of Days to Update: 67

Source: EPA Region 1  
Telephone: 617-918-1313  
Last EDR Contact: 01/26/2017  
Next Scheduled EDR Contact: 05/08/2017  
Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land  
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 02/17/2016  
Date Data Arrived at EDR: 04/27/2016  
Date Made Active in Reports: 06/03/2016  
Number of Days to Update: 37

Source: EPA, Region 5  
Telephone: 312-886-7439  
Last EDR Contact: 01/26/2017  
Next Scheduled EDR Contact: 05/08/2017  
Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land  
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 02/05/2016  
Date Data Arrived at EDR: 04/29/2016  
Date Made Active in Reports: 06/03/2016  
Number of Days to Update: 35

Source: EPA Region 4  
Telephone: 404-562-8677  
Last EDR Contact: 01/24/2017  
Next Scheduled EDR Contact: 05/08/2017  
Data Release Frequency: Semi-Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## SLIC: Statewide SLIC Cases

Cleanup Program Sites (CPS; also known as Site Cleanups [SC] and formerly known as Spills, Leaks, Investigations, and Cleanups [SLIC] sites) included in GeoTracker. GeoTracker is the Water Boards data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater.

Date of Government Version: 12/12/2016	Source: State Water Resources Control Board
Date Data Arrived at EDR: 12/14/2016	Telephone: 866-480-1028
Date Made Active in Reports: 01/23/2017	Last EDR Contact: 12/14/2016
Number of Days to Update: 40	Next Scheduled EDR Contact: 03/27/2017
	Data Release Frequency: Varies

## SLIC REG 1: Active Toxic Site Investigations

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/03/2003	Source: California Regional Water Quality Control Board, North Coast Region (1)
Date Data Arrived at EDR: 04/07/2003	Telephone: 707-576-2220
Date Made Active in Reports: 04/25/2003	Last EDR Contact: 08/01/2011
Number of Days to Update: 18	Next Scheduled EDR Contact: 11/14/2011
	Data Release Frequency: No Update Planned

## SLIC REG 2: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/30/2004	Source: Regional Water Quality Control Board San Francisco Bay Region (2)
Date Data Arrived at EDR: 10/20/2004	Telephone: 510-286-0457
Date Made Active in Reports: 11/19/2004	Last EDR Contact: 09/19/2011
Number of Days to Update: 30	Next Scheduled EDR Contact: 01/02/2012
	Data Release Frequency: Quarterly

## SLIC REG 3: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 05/18/2006	Source: California Regional Water Quality Control Board Central Coast Region (3)
Date Data Arrived at EDR: 05/18/2006	Telephone: 805-549-3147
Date Made Active in Reports: 06/15/2006	Last EDR Contact: 07/18/2011
Number of Days to Update: 28	Next Scheduled EDR Contact: 10/31/2011
	Data Release Frequency: Semi-Annually

## SLIC REG 4: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 11/17/2004	Source: Region Water Quality Control Board Los Angeles Region (4)
Date Data Arrived at EDR: 11/18/2004	Telephone: 213-576-6600
Date Made Active in Reports: 01/04/2005	Last EDR Contact: 07/01/2011
Number of Days to Update: 47	Next Scheduled EDR Contact: 10/17/2011
	Data Release Frequency: Varies

## SLIC REG 5: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/01/2005	Source: Regional Water Quality Control Board Central Valley Region (5)
Date Data Arrived at EDR: 04/05/2005	Telephone: 916-464-3291
Date Made Active in Reports: 04/21/2005	Last EDR Contact: 09/12/2011
Number of Days to Update: 16	Next Scheduled EDR Contact: 12/26/2011
	Data Release Frequency: Semi-Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## SLIC REG 6V: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 05/24/2005  
Date Data Arrived at EDR: 05/25/2005  
Date Made Active in Reports: 06/16/2005  
Number of Days to Update: 22

Source: Regional Water Quality Control Board, Victorville Branch  
Telephone: 619-241-6583  
Last EDR Contact: 08/15/2011  
Next Scheduled EDR Contact: 11/28/2011  
Data Release Frequency: Semi-Annually

## SLIC REG 6L: SLIC Sites

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/07/2004  
Date Data Arrived at EDR: 09/07/2004  
Date Made Active in Reports: 10/12/2004  
Number of Days to Update: 35

Source: California Regional Water Quality Control Board, Lahontan Region  
Telephone: 530-542-5574  
Last EDR Contact: 08/15/2011  
Next Scheduled EDR Contact: 11/28/2011  
Data Release Frequency: No Update Planned

## SLIC REG 7: SLIC List

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 11/24/2004  
Date Data Arrived at EDR: 11/29/2004  
Date Made Active in Reports: 01/04/2005  
Number of Days to Update: 36

Source: California Regional Quality Control Board, Colorado River Basin Region  
Telephone: 760-346-7491  
Last EDR Contact: 08/01/2011  
Next Scheduled EDR Contact: 11/14/2011  
Data Release Frequency: No Update Planned

## SLIC REG 8: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/03/2008  
Date Data Arrived at EDR: 04/03/2008  
Date Made Active in Reports: 04/14/2008  
Number of Days to Update: 11

Source: California Region Water Quality Control Board Santa Ana Region (8)  
Telephone: 951-782-3298  
Last EDR Contact: 09/12/2011  
Next Scheduled EDR Contact: 12/26/2011  
Data Release Frequency: Semi-Annually

## SLIC REG 9: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/10/2007  
Date Data Arrived at EDR: 09/11/2007  
Date Made Active in Reports: 09/28/2007  
Number of Days to Update: 17

Source: California Regional Water Quality Control Board San Diego Region (9)  
Telephone: 858-467-2980  
Last EDR Contact: 08/08/2011  
Next Scheduled EDR Contact: 11/21/2011  
Data Release Frequency: Annually

## **State and tribal registered storage tank lists**

### FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 01/01/2010  
Date Data Arrived at EDR: 02/16/2010  
Date Made Active in Reports: 04/12/2010  
Number of Days to Update: 55

Source: FEMA  
Telephone: 202-646-5797  
Last EDR Contact: 01/23/2017  
Next Scheduled EDR Contact: 04/24/2017  
Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## UST: Active UST Facilities

Active UST facilities gathered from the local regulatory agencies

Date of Government Version: 09/12/2016	Source: SWRCB
Date Data Arrived at EDR: 09/14/2016	Telephone: 916-341-5851
Date Made Active in Reports: 10/14/2016	Last EDR Contact: 12/15/2016
Number of Days to Update: 30	Next Scheduled EDR Contact: 03/27/2017
	Data Release Frequency: Semi-Annually

## AST: Aboveground Petroleum Storage Tank Facilities

A listing of aboveground storage tank petroleum storage tank locations.

Date of Government Version: 07/06/2016	Source: California Environmental Protection Agency
Date Data Arrived at EDR: 07/12/2016	Telephone: 916-327-5092
Date Made Active in Reports: 09/19/2016	Last EDR Contact: 12/22/2016
Number of Days to Update: 69	Next Scheduled EDR Contact: 04/10/2017
	Data Release Frequency: Quarterly

## INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 12/03/2015	Source: EPA Region 6
Date Data Arrived at EDR: 02/04/2016	Telephone: 214-665-7591
Date Made Active in Reports: 06/03/2016	Last EDR Contact: 01/26/2017
Number of Days to Update: 120	Next Scheduled EDR Contact: 05/08/2017
	Data Release Frequency: Semi-Annually

## INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 11/05/2015	Source: EPA Region 5
Date Data Arrived at EDR: 11/13/2015	Telephone: 312-886-6136
Date Made Active in Reports: 01/04/2016	Last EDR Contact: 01/26/2017
Number of Days to Update: 52	Next Scheduled EDR Contact: 05/08/2017
	Data Release Frequency: Varies

## INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 02/05/2016	Source: EPA Region 4
Date Data Arrived at EDR: 04/29/2016	Telephone: 404-562-9424
Date Made Active in Reports: 06/03/2016	Last EDR Contact: 01/24/2017
Number of Days to Update: 35	Next Scheduled EDR Contact: 05/08/2017
	Data Release Frequency: Semi-Annually

## INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 10/20/2015	Source: EPA, Region 1
Date Data Arrived at EDR: 10/29/2015	Telephone: 617-918-1313
Date Made Active in Reports: 01/04/2016	Last EDR Contact: 01/26/2017
Number of Days to Update: 67	Next Scheduled EDR Contact: 05/08/2017
	Data Release Frequency: Varies