Appendix F: Phase I Environmental Site Assessment

TRC Lowney

March 16, 2006
2232-1

Mr. Mike Powers
MCNELLIS PARTNERS, LLC
419 Waverly Street
Palo Alto, Califonria 94301

RE: PHASE I ENVIRONMENTAL SITE ASSESSMENT AND LIMITED SOIL QUALITY EVALUATION SUISUN CITY RETAIL CENTER SUISUN CITY, CALIFORNIA

Dear Mr. Powers:

As requested, we have performed a Phase I environmental site assessment at Suisun City Retail Center in Suisun City, California. This report was prepared in accordance with our agreement dated February 9, 2006.

We refer you to the text of the report for details regarding this study. Thank you for choosing us to assist you. If you have any questions, please call and we will be glad to discuss them with you.

Very truly yours,

TRC LOWNEY

Peter M. Langtry, P.G., C.HG.
Principal Environmental Geologist

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Phase I
Environmental Site Assessment
and Soil Quality Evaluation
Suisun City Retail Center
Suisun City, California

This report has been prepared for:

McNellis Partners, LLC
419 Waverly Street, Palo Alto, California 94301

March 28, 2006
Project No. 2232-1

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PHASE I ENVIRONMENTAL SITE ASSESSMENT
AND LIMITED SOIL QUALITY EVALUATION
SUISUN CITY RETAIL CENTER
SUISUN CITY, CALIFORNIA

1.0 INTRODUCTION

1.1 Purpose

This Phase I environmental site assessment was performed for McNellis Partners, LLC, who we understand is assisting others with the redevelopment of the site shown on Figures 1 and 2. The planned development includes the construction a new commercial retail shopping center with associated underground utilities, pavements, parking, and landscaping.

The purpose of this study was to strive to document recognized environmental conditions at the site related to current and historic use of hazardous substances and petroleum products. The term "recognized environmental conditions" means the presence or likely presence of hazardous substances or petroleum products on a property under conditions that indicate a significant release or significant threat of a release into the ground, ground water, or surface water.

1.2 Scope of Work

As requested, the scope of work for this study was performed in general accordance with the American Society for Testing and Materials (ASTM) Designation E 1527-00, Wal-Mart's Phase I Environmental Site Assessment and Report Requirements (10/1/04), and Supplement to Phase I Guidelines (5/22/00) as outlined in our agreement dated February 9, 2006. The scope of work included the following tasks.

- Reconnaissance of the site and limited drive-by survey of adjacent properties for readily observable indications of current or historic activities that have or could significantly impact the site.
- Review of readily available topographic maps and reports to evaluate local hydrogeologic conditions including anticipated ground water depth and flow direction.
- Review of readily available documents, maps, and aerial photographs, and interviews with knowledgeable persons to evaluate past land uses.
- Acquisition and review of a regulatory agency database report to evaluate potential impacts to the site from reported contamination incidents at nearby facilities.
- Review of available regulatory agency files to obtain information about the use and storage of hazardous materials at the site.
- The collection of seven near surface soil samples analyzed at a state-certified laboratory for organochlorine pesticides (EPA Test Method 8081), and pesticide

related metals (arsenic, lead, and mercury) (EPA Test Method 6010/7000) to help evaluate if the site has been impacted by pesticides.

The limitations of this environmental site assessment are presented in Section 9.0; the terms and conditions of our agreement are presented in Appendix A.

2.0 SITE RECONNAISSANCE

2.1 Site Location and Ownership

The site consists of the following two parcels in Suisun City, California: 1) an approximately 21-acre parcel (Assessor's Parcel Number 0173-280-440) located to the north of the intersection of Highway 12 and Walters Road, and 2) an approximately 3-acre parcel (APN 0173-280-430) located to the east of the intersection of Highway 12 and Walters Road. The site is bounded by Peterson Road and residences to the north, State Highway 12 and residences to the southwest, and vacant farmland to the east. The two parcels are dissected by Walters Road. The sites are located in a primarily residential area. Based on a title report provided by McNellis Partners, LLC, the current site owner is E.O. Desilva.

2.2 Topographic Features and Hydrogeology

Based on U.S. Geological Survey (USGS, 1994) topographic maps, the site's elevation is approximately 15 feet above mean sea level. Topography in the vicinity of the site slopes gently to the south-southwest toward Suisun Slough. Ground water is likely encountered at depths of approximately 1 to 5 feet. Ground water flow beneath the site likely flows to the south.

2.3 Site Visit

To observe current site conditions, our representatives, Staff Environmental Scientist Jacob Zepeda, visited the site on February 16, 2006. At the time of our site visit, the subject properties (APNs 0173-280-440 and 0173-280-430) were vacant. The ground surface appeared saturated and water was observed ponded in the south portions of both properties. The sites appeared to have been tilled, and minor amounts of miscellaneous concrete and asphalt pieces, plastic bags, paper cups, and bottles were observed scattered throughout the site. Street lights, signs, a Pacific Gas & Electric (PG&E) transformer pad, PG&E utility vaults, Pac Bell manholes, and storm drain inlets were observed off-site, along Walters Road.

The approximately 21-acre parcel (APN 0173-280-440) is dissected by a drainage ditch with a storm drain culvert at the north and south sides of the property. Water was observed flowing into the drainage ditch. An asphalt-paved driveway and tilled gravel area was observed in the southern portion of the site. An approximately 8-foot high, approximately 1:1 slope was observed along the southwest property boundary off-site, with a drainage ditch at the base of the slope on-site. An approximately 2-inch diameter vertically-oriented pipe was observed near the southwest property boundary near the central portion of the site. The pipe was in a depression and was under approximately ½ foot of ponded water. The purpose of the pipe was not clear, although it may be associated with utilities along the adjacent Highway 12. An

approximate 4-foot high slope was observed along the eastern and northern property boundaries of the site. A gentle, approximately two foot high soil berm was also observed on the western portion of the site (see Figure 2).

The approximately 3-acre parcel (APN 0173-280-430) appeared relatively flat, tilled, and sloping gently to the south. The site is bounded by an approximate 4 foot high slope along the southwest boundary, vacant farmland to the east with cows grazing, and a sidewalk and Walters Road to the northwest.

2.4 Site Vicinity Drive-By Survey

To evaluate adjacent land use, we performed a limited drive-by survey. Our observations are presented in Table 1.

Table 1. Adjacent Properties

Business Name and Address	Direction from Site	Observations
Residences Peterson Road	North	Residential Tract
Gas Station Walters Road	North-Northeast	Gas Station and Commercial retail store
Residences Rio Vista Road/Highway 12	South	Residential Tract
Vacant	East	Vacant farmland with cattle grazing

2.5 Interview

During our study, we provided a questionnaire to McNellis Partners, LLC, who forwarded the questionnaire to the property manager, Mr. Steve Vigar. We had not received the questionnaire as of the date of this report.

3.0 HISTORICAL REVIEW

3.1 Photograph and Map Review

To evaluate the site history, we reviewed:

- Aerial photographs (dated 1937, 1957, 1965, 1970, 1984, 1993, 1998, 1999, and 2003) from Environmental Data Resources, Inc. (EDR) in Milford, Connecticut and Globexplorer.com.
- USGS 15-minute and 7.5-minute topographic maps (1914, 1918, 1953, 1968, 1973, and 1980) from EDR.
- Historic Sanborn fire insurance maps were requested from Sanborn Mapping and Geographic Information Service (Sanborn GIS) in Pelham, New York. However, no Sanborn maps were available.

The above maps and photographs commonly provide historical information regarding a site including land uses and changes in development over time. Available photographs and maps are presented in Appendix B. The following is a summary of our observations for the site and site vicinity.

3.1.1 Site

1914 through 1937: The 1914 and 1918 topographic maps show the site as being vacant. The site appears as part of a vacant larger parcel on the 1937 aerial photograph, with a faint row crop pattern observed, and a creek pattern through the east portion of the site, trending north to south.

1953 and 1957: On the 1953 topographic map, the site appears vacant with a tilled pattern. On the 1957 aerial photograph the site appears vacant with Peterson Road bordering the site to the North.

1965 through 1973: By 1965, Highway 12 is visible along the south side of the site on the aerial photograph. The drainage ditch that currently dissects the approximately 21-acre parcel is visible on the 1965 aerial photograph and appears linear north to south. The site appears as one large parcel and appears to be covered with wild vegetation with a faint tilled pattern on the 1965 aerial photograph. In addition, a small apparent driveway and structure were faintly visible on the north central portion of the site, along the northern boundary next to Peterson Road. The structure appeared small (smaller than vehicles visible on Peterson Road), and may have been a well pump shed or similar structure. On the 1968 topographic map the site appears vacant. The 1970 aerial photograph appears much the same as the 1965 aerial photograph. On the 1973 topographic map, a structure is shown adjacent to Peterson Road on the north central portion of the site in the apparent same location as the small structure shown on the 1965 aerial photograph.

1980 through 1993: On the 1980 topographic map the site appears vacant. On the 1984 aerial photograph, the site appears to have a barren graded area to the northwest, and on the 1993 aerial photograph, the site appears vacant with a tilled pattern, with an unpaved road trending southeast to northwest on-site.

1998 to 2003: On the 1998 aerial photograph, the paved Walters Road appears to dissect the two parcels. The approximately 21-acre site appears to have an unpaved road along the south-southwest area and through the central portion of the site. On the 1999 aerial photograph a grading or unpaved roadway pattern is visible on the south-southeast portion of the approximately 21-acre site, and on the north portion of the approximately 3-acre site. The sites appear vacant on the 2003 aerial photograph.

3.1.2 Site Vicinity

1914 through 1937: On the 1914 and 1918 topographic maps the site vicinity appears vacant and is referred to as "Tolenas", with Hill Slough to the south, an unnamed road (currently Peterson Road) to the north and another unnamed road to the east (currently Walters Road).

1953 and 1957: A high-voltage line appears south of site on 1953 topographic map. Travis Air Force Base is visible to the east-northeast on the 1953 topographic map, Montezuma Slough, Nurse slough, Grizzly Island and Grizzly Bay to the south. The site vicinity on the 1957 aerial photograph appears to be vacant farmland with a few farm related buildings observed in the vicinity.

1965 through 1973: The vicinity on the 1965 and 1970 aerial photographs appear similar to the 1957 aerial photograph with Highway 12 visible to the south. The site vicinity appears as farmland with a few windmills visible to the south and west, a water tank visible to the east, and the high-voltage powerline re-routed toward the south-southeast. Highway 12 is now visible on the 1968 topographic map, with a gravel pit visible to the southeast on the 1968 and 1973 topographic maps.

1980 through 1993: On the 1980 topographic map a residential tract is visible to the north. On the 1984 aerial photograph another residential tract and grading pattern is visible to the northeast, and on the 1993 aerial photograph grading for another residential tract is visible to the south with a canal constructed along the south side of the residential tract. An apparent gas station is visible on the 1993 aerial photograph to the northeast of the site, on the northwest corner of the intersection of Peterson Road and Walters Road (across the street from the site).

1998, 1999 and 2003: On the 1998 and 1999 aerial photograph, increasing residential tract areas appear graded to the south, and more residences appear on the 2003 aerial photograph.

4.0 REGULATORY RECORDS

4.1 City and County Agencies File Review

To obtain information on hazardous materials usage and storage, we requested readily available information from the Suisun City Building Department (SCBD), Solano County Environmental Management (SCEM), and the Suisun City Fire Department (SCFD) pertaining to the approximately 21-acre (APN 0173-280-440) and approximately 3-acre (APN 0173-280-430) site. Representatives from the SBD, SFD, and SCEM reported that no information was available for the vacant properties.

We contacted the Fire Chief for the Suisun City Fire Department, Mr. Michael O'Brien. Mr. O'Brien stated that he has worked for the SCFD for the last 14 years and reported that Ghilotti Construction Company had stored equipment on the southern portion of the 21-acre parcel during construction work along Highway 12 in 1997 to 1998. Mr. O'Brien stated that, to his knowledge, there have been no spills or incidents during the time he has worked for the SCFD on the site or in the site vicinity. Upon contacting Ghilotti Construction Company, Mr. Everardo Arellano reported that Mr. Joe Morerra had been the project manager of the work done in the area at the time the equipment had been stored on-site. We were unable to contact Mr. Morerra (Ghilotti Construction Company) as of the date of this report.

4.2 Regulatory Agency File Review

To obtain additional site information, we requested readily available information from the SF Bay RWQCB and the Federal Environmental Protection Agency (EPA). Key documents made available to us are included in Appendix C.

4.2.1 RWQCB-SF File Review

A representative from the SF Bay RWQCB reported that no files were available regarding the approximately 21-acre and 3-acre site (APNs 0173-280-440 and 0173-280-430) in Suisun City, California.

4.2.2 Federal EPA File Review

In a letter dated March 16, 2006, a representative from the Federal EPA reported that no records were available regarding the approximately 21-acre and 3-acre site (APNs 0173-280-440 and 0173-280-430) in Suisun City, California.

4.3 Regulatory Agency Database Review

During this study, a regulatory agency database report was obtained and reviewed to help establish whether contamination incidents have been reported in the site vicinity. A list of the database sources reviewed, a detailed description of the sources, and a radius map indicating the location of the reported facilities relative to the project site are presented in Appendix D.

Other than Travis Air Force Base, there were no reported nearby hazardous materials spills or releases with a potential to significantly impact the site. The potential for site impact was evaluated based on information in the database records regarding the type of release, current case status, and distance and direction from the site.

Travis Air Force Base (TAFB) is located approximately ¾ miles northeast of the site. TAFB occupies approximately 5,025 acres of land near the center of Solano County, 3 miles east of the City of Fairfield. TAFB is currently on the Final National Priorities List (NPL). Established in 1943, industrial operations at TAFB have included various shops where aircraft components were cleaned with solvents. As part of the Installation Restoration Program (IRP), the Air Force has identified a number of potentially contaminated areas, including a landfill used from approximately 1943 to 1977 for disposal of crushed and rinsed pesticide containers and associated rinsate; areas where combustible wastes were burned for fire fighting exercises from approximately 1943 to the mid 1970s; a pit where approximately 250 pounds of cyanide was buried in approximately 1967; a solvent spill area where methyl ethyl ketone, toluene, and tetraethylene glycol dimethyl ether may have been spilled during paint stripping operations; a 50 by 100 foot radioactive burial site used to bury low-level radioactive wastes generated during maintenance activities for nuclear weapons; and a storm sewer system where chemical wastes from various shops were dumped. According to a 1986 IRP report, endrin, benzene, 1,1,1 trichloroethane (1,1,1 TCA), tetrachloroethylene (PCE), and 1,1 dichloroethane (1,1-DCA) were detected in monitoring wells at TAFB. Ground water and surface water from TAFB tend to flow south toward Suisun Marsh (California Department of Water Resources, 1994). A jet fuel spill in 1978 at TAFB killed

all aquatic life along 2 miles of Union Creek, which flows 1.1 miles to Hill Slough, a branch of the Suisun Marsh. The results of the WABOU area Feasibility Study (FS) and Proposed Plan (PP) were published in 1998, and a final soil remediation Proposed Plan for the WABOU area on TAFB was presented to the public in 2000; a Record of Decision for soil remediation was completed in 2002, and a separate Groundwater Interim Record of Decision (IROD) for the WABOU area of TAFB was also completed in 2002.

5.0 LIMITED SOIL QUALITY EVALUATION

5.1 Soil Sample Collection

Because the site appears to have been used for agricultural purposes, near-surface soil quality was evaluated for the presence of pesticides. On February 14, 2006, and under the supervision of Principal Environmental Geologist Peter M. Langtry, P.G., C.HG., Staff Environmental Scientist Jacob P. Zepeda collected seven (SS-1 through SS-7) near-surface soil samples from approximate depths of surface to ½ foot. Samples were collected at randomly selected locations throughout the sites using hand-sampling equipment. Soil sampling protocol is presented in Appendix E.

5.2 Laboratory Analyses

Seven soil samples were analyzed for organochlorine pesticides (EPA Test Method 8081) and pesticide-related metals (arsenic, lead, and mercury) (EPA Test Method 6010/7000). These analyses were selected to help evaluate if the site has been impacted by past agricultural activity at the site. Analytical results are presented in Table 2.

Table 2. Analytical Results of Selected Soil Samples
(concentrations in parts per million)

SampleNumber	Depth (feet)	Arsenic	Lead	Mercury	DDT[1]
SS-1	0 – ½	5.8	12.0	<0.20	0.0277
SS-2	0 – ½	5.8	13.0	<0.20	0.0048
SS-3	0 – ½	5.8	11.0	<0.20	<0.002
SS-4	0 – ½	13.0	10.0	<0.20	0.339
SS-5	0 – ½	7.6	14.0	<0.20	<0.002
SS-6	0 – ½	6.8	14.0	<0.20	<0.002
SS-7	0 – ½	6.4	18.0	<0.20	0.0035
Residential CHHSL[2]		0.07	150	18	1.6
Commercial CHHSL[2]		0.24	3,500	180	6.3

< Indicates that the compound was not detected at or above the stated laboratory reporting limit
1 Other organochlorine pesticides analyzed were not detected at or above the laboratory reporting limit
2 California Human Health Screening Level – California EPA, January 2005

The California Office of Environmental Health Hazard Assessment and California EPA have published California Human Health Screening Levels (CHHSLs) that were developed to provide a preliminary evaluation of potential risk and hazard to human health. The CHHSLs are modeled after the US EPAs preliminary remediation goals (PRGs). The primary difference between CHHSLs and PRGs is the use of Cal/EPA specific toxicity factors in development of the CHHSLs rather than toxicity factors published by the EPA.

Generally, regulatory agencies do not require cleanup below natural background concentrations. In some cases, the predictive risk-based models generate CHHSLs that lie below typical background concentrations. If natural background concentrations are higher than the risk-based CHHSLs, an adjustment of the CHHSLs is probably needed. An example is naturally-occurring arsenic in soils, which frequently has a higher concentration than the risk-based concentration set at a one-in-one-million cancer risk (the CHHSL for residential soils is 0.07 mg/kg.). In general, background arsenic concentrations in Bay Area soils are less than 10 to 15 ppm.

6.0 PRELIMINARY EVALUATION OF BUSINESS ENVIRONMENTAL RISKS

6.1 Ecological Resources, Endangered Species, Wildlife Sanctuaries, and Wetlands

We understand that an evaluation of biological resources and wetlands are being performed by others.

6.2 Cultural, Historic, and Archeological Resources

The Northwest Information Center, Sonoma State University, conducted a records search to evaluate if cultural resources were recorded on the site. The records reviewed included California Inventory of Historical Resources (CIHR) listings, historic-period maps (1867, 1872, and 1908), California Office of Historic Preservation Historic Properties Directory (HPD), California Historic Landmarks Listings, the 1853 GLO plat map (T5N, R1W), and United States Geological Survey (USGS) 7.5 minute quadrangle maps (Denverton, Fairfield North, Fairfield South, and Elmira).

The review of the quadrangle maps indicated that several cultural resource technical studies have been performed within an approximately one-mile radius of the site, several of which included portions of the site. In 1980, a narrow strip along the south side of Peterson Road was surveyed as part of a larger aqueduct survey. No historic resources were recorded on-site in the area studied. Another linear survey adjacent to Highway 12 was performed in 1993. This survey appeared to include a significant portion of the site northeast of Highway 12. No historic resources were recorded on-site in the 1993 survey. Several acres in the northeast corner of the site have not been surveyed.

Five other cultural resource surveys were recorded within approximately one-mile radius of the site; no historic resources were reported in these surveys.

The HPD listed numerous addresses of historic properties in Suisun City, including several along Walters Road north of the site. None of the listings appeared to be on-site or adjacent to the site. No California Historic Landmarks are recorded within approximately one-mile of the site. Cultural, Historic and Archaeological Resources is presented in Appendix F.

6.3 Radon

Studies conducted by the California Department of Health Services (CDHS) at 2,858 sites in California revealed that 3.8 percent had radon levels above 4 picocuries per liter (pCi/l) with the highest known reading at 29 pCi/l. The United States Environmental Protection Agency (EPA) has set a recommended action level of 4 pCi/l.

Radon screening tests conducted in the site vicinity did not detect radon above 4 pCi/l at eight sites tested. The Federal EPA has rated Solano County as a Radon Zone 3, with an average indoor activity level of less than 2 pCi/l radon.

6.4 Lead in Drinking Water

Lead sources in drinking water typically include plumbing corrosion and erosion of natural deposits in the water distribution system. Based on information reviewed (*2004 Annual Water Quality Report*, Solano Irrigation District, 2004), lead was not detected exceeding the maximum contaminant level (MCL) at thirty-one sites tested in 2002. The MCL for lead in drinking water is 15 ppb.

6.5 High Voltage Powerlines

No high voltage powerlines were observed on-site at the time of our reconnaissance.

7.0 ENVIRONMENTAL REGULATORY COMPLIANCE

7.1 Industrial Hygiene and Health and Safety

Because the site is undeveloped, hazardous materials that would be likely to result in significant industrial hygiene or health and safety issues were not observed at the time of our site reconnaissance.

7.2 Indoor Air Quality

Because the site is undeveloped, hazardous materials likely to cause significant indoor air quality issues for the future development were not observed at the time of our site reconnaissance.

8.0 CONCLUSIONS

8.1 Historical Summary

Based on information reviewed during the study, the site appears to have been in use as agricultural land at least by 1937. The 1914 and 1918 topographic maps showed the site as vacant land with a creek intersecting the approximatley 21-acre site. On the 1965 aerial photograph and 1973 topographic map, a small structure appeared on the central north portion of the approximately 21-acre site, adjacent to Peterson Road. The structure was not visible on the 1984 and later aerial photographs. The site appeared to have been tilled through the 1980s and 1990s, until an unpaved road appeared through the central portion of the approximately 21-acre site in 1998 and 1999. Ghilotti Construction Company reportedly used the southeastern portion of the approximately 21-acre site for the storage of construction equipment while working on an area of

Highway 12 to the south in 1997 to 1998. The site currently appears vacant. The site is currently owned by E.O. Desilva.

8.2 Agricultural Use

The site may have been used for agricultural purposes. During the course of agricultural use, pesticides likely were applied to crops in the normal course of farming operations. There is no indication of any uncontrolled release of pesticides to the site. Concentrations of pesticide-related metals detected during this investigation appeared consistent with typical background levels. Organochlorine pesticides concentrations of near surface soil samples were well below the residential CHHSLs. Further evaluation of soil for pesticides or pesticide-related metals does not appear required at this time.

8.3 Chemical Storage and Use

No information was found indicating that significant quantities of hazardous materials historically have been used or stored at the site, other than pesticides possibly applied to former crops.

8.4 Soil Management Plan

Based on the long agricultural history of the site, buried structures, debris or impacted soil may be encountered during site development activities; these materials may require special handling and disposal. To limit construction delays, we recommend that a Soil Management Plan (SMP) be developed to establish management practices for handling these materials/structures if encountered.

8.5 Asbestos

No above-ground structures were observed on-site at the time of our site reconnaissance. Therefore asbestos-containing building materials do not appear to be a significant environmental concern at the site.

8.6 Lead-Based Paint

No above-ground structures were observed on-site at the time of our site reconnaissance. Therefore, lead-based paint does not appear to be a significant environmental concern at the site.

8.7 Mercury-containing Materials

No structures were observed on-site at the time of our site reconnaissance. Therefore, mercury containing building materials do not appear to be a significant environmental concern at the site.

8.8 PCB-containing Equipment

A pad-mounted transformer, owned by PG&E, was observed along the eastern border of the approximately 21-acre site. This transformer may contain transformer oil. The transformer appeared to be in good condition and no significant oil leaks were

observed. Although oil is typically not highly toxic or mobile in the environment, transformer oil may contain polychlorinated biphenyls (PCBs). If the transformer is to be removed or if leaks are observed, testing of the oil for PCBs should be performed. Removal of the transformer would be the responsibility of the owner of the transformer (PG&E).

8.9 CFC-containing Equipment

No structures or equipment were observed on-site at the time of our site reconnaissance. Therefore, CFC-containing equipment does not appear to be a significant environmental concern at the site.

8.10 Radon

Based on the literature reviewed, the risk of radon gas accumulation does not appear to be a significant environmental concern at the site.

8.11 Lead in Drinking Water

Based on the literature reviewed, the risk of lead above MCLs in tap water supplied by the Solano Irrigation District for the area does not appear to be a significant environmental concern at the site.

8.12 High Voltage Powerlines

No high voltage powerlines were observed on-site.

8.13 Water Supply Well

An approximately 2-inch diameter vertically-oriented pipe, covered by approximately 1/2 foot of ponded water was observed along the southwest property boundary. The pipe was in a depression and was under approximately ½ foot of ponded water. The purpose of the pipe was not clear, although it may be associated with utilities along the adjacent Highway 12. We recommend evaluating the purpose of the structure. If it is a well, we recommend that it be destroyed in accordance with regulatory agency guidelines.

A small structure was observed on-site adjacent to Peterson Road on a 1965 aerial photograph. No structure was observed on-site at this location during our site visit. The purpose of the structure was not clear, but it may have been associated with a former irrigation well. We recommend evaluating the presence of a well at this location; if a well is present, it will need to be destroyed in accordance with regulatory agency requirements.

8.14 Industrial Hygiene and Health and Safety

Hazardous materials that would be likely to result in significant industrial hygiene or health and safety issues for the future development were not observed at the site at the time of our site reconnaissance. Therefore, industrial hygiene or health and safety

issues do not appear to be a significant environmental concern for the future development at this time.

8.15 Indoor Air Quality

Hazardous materials likely to cause significant indoor air quality issues for the future development were not observed at the time of our site reconnaissance. Therefore, indoor air quality issues do not appear to be a significant concern for the site.

8.16 Cultural, Historic, and Archeological Resources

Based on a review of readily available records and published maps, there do not appear to have been any archaeological and historical resources identified on-site or within approximately 1 -mile radius of the site.

8.17 Ecological Resources, Endangered Species, Wildlife Sanctuaries, and Wetlands

We understand that an evaluation of biological resources and wetlands will be evaluated by others. Our scope of work did not include a review of the site with a biologist.

8.18 Urban Runoff Pollution Prevention Program

Construction activity resulting in a land disturbance of 1 acre or more, or less than 1 acre but part of a larger common plan of development or sale, must obtain coverage under the Construction Activities Storm Water General Permit. A Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) must be prepared prior to commencement of construction.

8.19 Potential Environmental Concerns Within the Site Vicinity

A gas station was observed at the corner of Walters Road and Peterson Road, across the street from the site. No release was reported at the gas station in the agency database search report. If leaks or spills occur at the gas station, contamination could impact the site, depending upon the effectives of cleanup efforts. No other facilities were reported that appeared likely to significantly impact the site.

Numerous incidents from Travis AFB have been reported in the site vicinity. Travis AFB is approximately ¾ miles northeast of the site, located in the cross-gradient direction from the site (assuming ground water flow is south toward Suisun Slough). Based on the distance and direction from the site, Travis AFB appears unlikely to significantly impact the site. If desired, additional information could be obtained regarding the fuel releases to better evaluate the potential for impact to the site. As general policy, the overseeing regulatory agencies would not require the site owner to characterize or clean up contamination from an off-site source.

9.0 LIMITATIONS

As with all site assessments, the extent of information obtained is a function of client demands, time limitations, and budgetary constraints. Our conclusions and recommendations regarding the site are based on readily observable site conditions,

review of readily available documents, maps, aerial photographs, and data collected and/or reported by others. Due to poor or inadequate address information, the regulatory agency database report listed several sites that may be inaccurately mapped or could not be mapped; leaks or spills from these or other facilities, if nearby, could impact the site.

Because publicly available information often cannot affirm the presence of recognized environmental conditions, there is the possibility that such conditions exist. Our conclusions and recommendations in this site assessment are qualified in that no soil, or air analyses were performed. Sampling and analysis lead to a more reliable assessment of environmental conditions, conditions that often cannot be noted from typical Phase I activities. Should you desire a greater degree of confidence, these samples should be obtained and analyzed to further evaluate environmental conditions. Our recommendation that no further work appears required is not a guarantee of site cleanliness; it is only a statement that there is no affirmative representation that the site has been significantly impacted.

This report is certified to, can be relied upon by, and has been prepared for the exclusive use of the following entities; McNellis Partners, LLC; Wal-Mart Stores, Inc., a Delaware corporation; Wal-Mart Real Estate Business Trust, a Delaware statutory trust; and Sam's Real Estate Business Trust, a Delaware statutory trust. Any of the named entities above can convey this report to an affiliate, related entity, subsidiary, lender, title insurer, regulatory/city agency or current property owner(s) and their agents, but further dissemination requires prior written approval from TRC Lowney. The use of the phrases "certifies to" and "can be relied upon by" constitutes an expression of professional opinion regarding the facts and findings which are set forth in this report, and does not constitute a warranty or guarantee, either expressed or implied.

10.0 REFERENCES

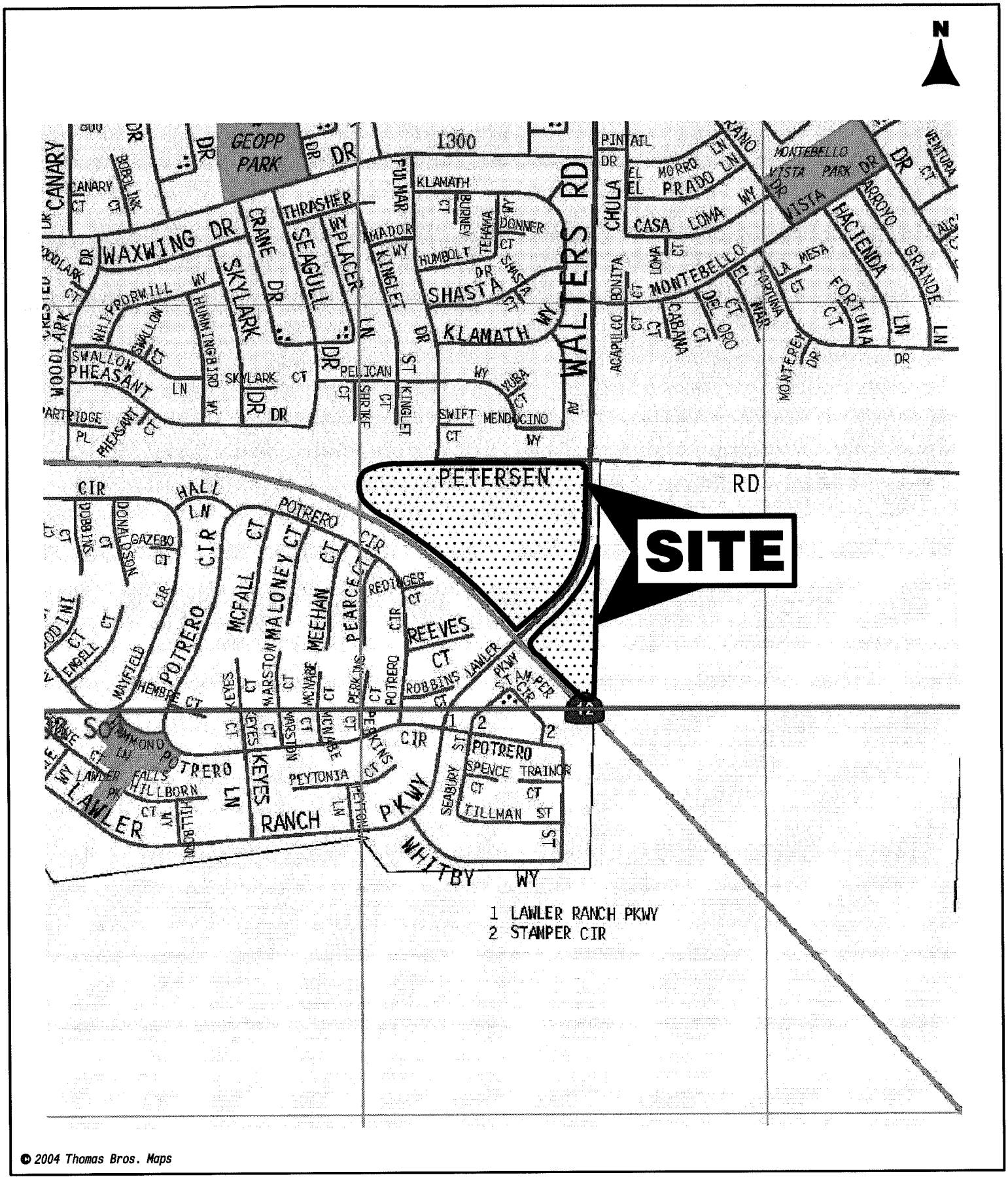
Solano Irrigation District. 2004. *Annual Water Quality Report.*

Chicago Title Company, 2006. *Preliminary Report of Property Address: NWC and NEC of Highway 12 & Walters RD, Suisun City, California, Title No. 06-66403078-KF*

United States Environmental Protection Agency, Region IX, 75 Hawthorne Street (OPPA-2), San Francisco, California 94105, March 16, 2006, *Re:Freedom of Information Act Request 09-RIN-00227-06.*

TRC Solutions, Inc., March 21, 2006, *Re: Summary of Results of Northwest Information Center Records Search: 23-Acre Parcel, Suisun City, California*

* * * * * * * * * * * * *



© 2004 Thomas Bros. Maps

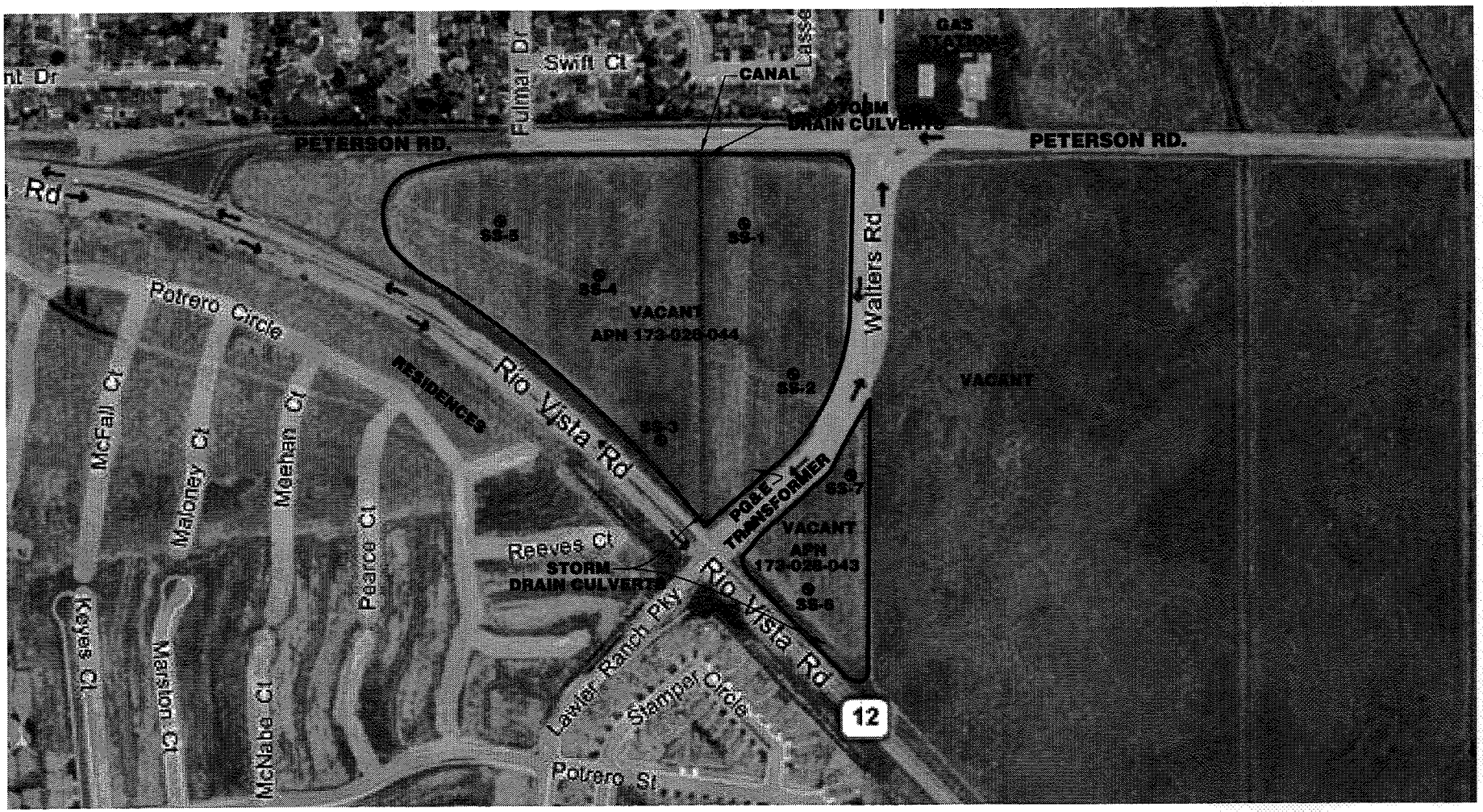
02/06*TT

VICINITY MAP

SUISUN CITY RETAIL CENTER
Suisun City, California

TRC Lowney

FIGURE 1
2232-1



NTS

LEGEND

- Approximate location of soil sample

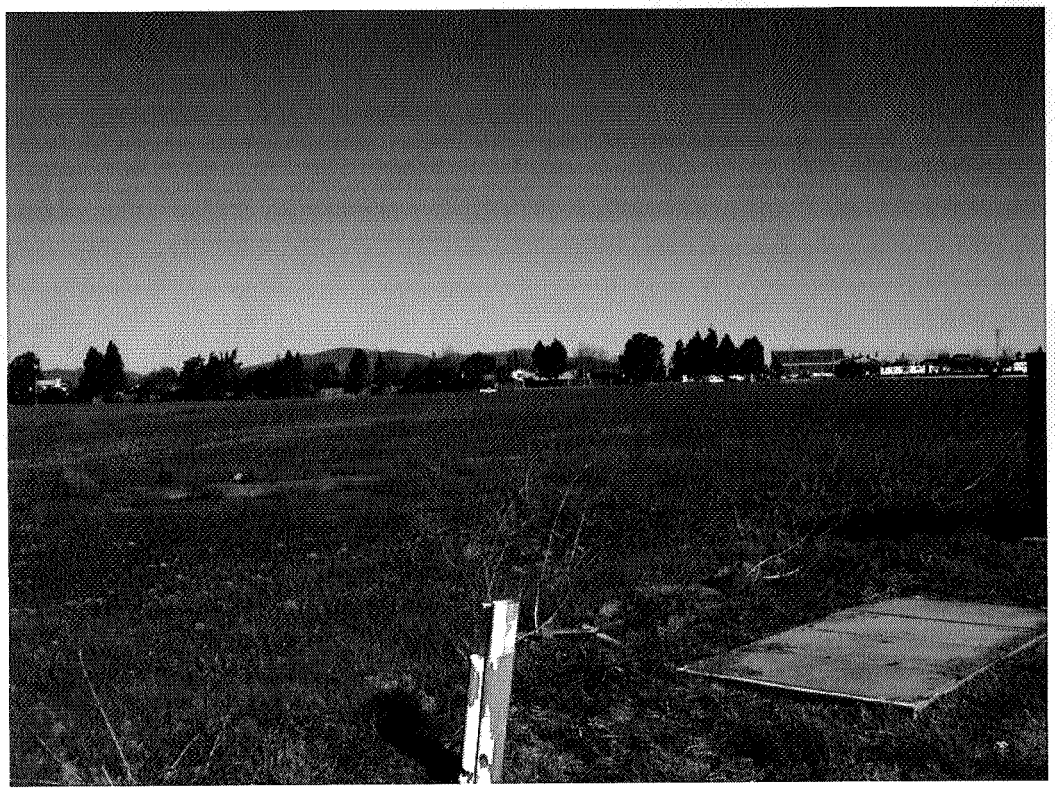
Base by Virtualearth

SITE PLAN
SUISUN CITY RETAIL CENTER
Suisun City, California

TRC Lowney

FIGURE 2
2232-1

3/01*EB



View looking Norhwest from Walter Road

View looking North from Highway 12

3/20/06*TT

SITE PHOTOS

SUISUN CITY RETAIL CENTER
Suisun City, California

TRC Lowney

FIGURE 3
2232-1

APPENDIX A
TERMS AND CONDITIONS

APPLICATION FOR AUTHORIZATION TO USE

REPORT TITLE: PHASE I ENVIRONMENTAL SITE ASSESSMENT FOR PROPOSED SUISUN CITY RETAIL CENTER
PROJECT NUMBER: 2232-1

To: TRC Lowney
405 Clyde Avenue
Mountain View, California 94043

From (Applicant): _____
(Please, clearly identify name and address of person/entity applying for permission to use or copy this document)

Ladies and Gentlemen:

Applicant hereby applies for permission to rely upon TRC Lowney work product, as described above, for the purpose of:
(state here the purpose for which you wish to rely upon the work product)

Applicant only can accept and rely upon TRC Lowney work product under the strict understanding that Applicant is bound by all provisions in the Terms and Conditions attached to the report. Every report, recommendation, finding, or conclusion issued by TRC Lowney shall be subject to the limitations stated in the Agreement between Lowney and our Client and in the subject report(s). If this is agreeable, please sign below and return one copy of this letter to us along with the applicable fees. Upon receipt and if acceptable, our signed letter will be returned. TRC Lowney may withhold permission at its sole discretion or require additional re-use fees or terms.

FEES: A $200 coordination fee, payable in advance, will apply. If desired, for an additional $150 report reproduction fee, we will reissue the report in the name of the Applicant; the report date, however, will remain the same. All checks will be returned if the request is not approved.

REQUESTED BY	**APPROVED BY**
	TRC Lowney
_____ Applicant Company	
_____ Print Name and Title	_____ Print Name and Title
_____ Signature and Date	_____ Signature and Date

TERMS AND CONDITIONS OF AGREEMENT

1.0 AGREEMENT

1.1 TRC Lowney's services are defined by and limited to (1) those services (the "Work") described in the attached proposal, which is incorporated by this reference, and (2) these Terms and Conditions of Agreement ("Terms and Conditions"). Together, the proposal and Terms and Conditions form our Agreement. This Agreement represents the parties' entire agreement 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 TRC Lowney. 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.

2.0 MISCELLANEOUS CHARGES

2.1 Expenses and other similar project-related costs are billed at cost plus eighteen and one-half (18½) percent. Reproduction charges will be billed at twenty-five cents ($0.25) per page plus the technical assistant's time billed at their hourly rate. Fixed fee services will be performed for the agreed fixed fee sum.

3.0 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 or dependent upon the Client's successful completion of the project. Payment for Work and expenses shall be due and payable upon receipt of TRC Lowney's statement. To be recognized, any dispute over charges must be claimed in writing within thirty (30) days of the billing date. Disputes or questions about a statement shall not be cause for withholding payment for remaining portions due. Amounts unpaid thirty (30) days after the issue date of TRC Lowney's statement shall be assessed a service charge of one (1) percent per month on balances outstanding to compensate TRC Lowney for the cost and burden of administering the account and collecting fees owed. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such a proceeding shall be entitled to, in addition to such other relief as may be granted, a reasonable sum for attorneys' fees and other costs. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

3.2 TRC Lowney may at its option withhold delivery of documents and other data pending receipt of payment for all Work rendered and shall have no liability to the Client for delay or damage caused because of such withholding.

3.3 TRC Lowney reserves the right to suspend services should payment not be received within 60 days of the date of the invoice following performance of services described in this Agreement and on invoice.

3.4 No deduction shall be made from TRC Lowney's, its consultants' or its subcontractors' compensation due to penalty, liquidated damages, or other sums withheld from payments to contractors, or due to the cost of changes in the Work other than those for which TRC Lowney or its consultants has been adjudged to be liable.

4.0 INSURANCE

4.1 TRC Lowney, its officers, employees, and agents (hereafter referred to as TRC Lowney) are protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), by Commercial General Liability Insurance for bodily injury and property damage, and by Professional Liability Insurance (including Contractor's Pollution Liability Insurance), and will furnish certificates thereof upon request. Client specifically agrees that TRC Lowney will not be responsible for property damage from any cause, including fire and explosion, beyond the amounts actually paid by TRC Lowney's insurance carriers under TRC Lowney's available insurance.

5.0 LIMITATIONS

5.1 Client recognizes the inherent risks connected with construction activities, geotechnical investigations, environmental investigations, and assessments. Client also recognizes that actual conditions at the site may vary from those observed by TRC Lowney when performing the Work. Client specifically acknowledges and agrees that the interpretations and recommendations of TRC Lowney are based on information actually reviewed and conditions actually observed by TRC Lowney. TRC Lowney shall not be responsible for the validity or accuracy of data collected by others or interpretations made by others.

5.2 The Client agrees to defend and indemnify TRC Lowney and its employees, consultants and subcontractors from any and all claims, damages, costs, and losses (included attorneys' fees and costs) arising out of or in any way related to the Work or the performance or non-performance of obligations under this Agreement except when the Claim arises from the established sole negligence of TRC Lowney and its employees, consultants and subcontractors or where the Claim arises from the willful, wanton, or reckless conduct of Lowney and its employees, consultants and subcontractors.

5.3 In performing its professional services, TRC Lowney will strive to use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality and under the same standard of care. TRC Lowney's good faith reliance on representations of building, planning, regulatory or other public officials shall satisfy and fall within the standard of care. No warranty, expressed or implied, is made or intended by TRC Lowney by the proposal for consulting services, the contract between TRC Lowney and Client, or by furnishing oral or written reports of the findings made to the Client or any other person.

5.4 This paragraph limits TRC Lowney's liability-READ IT CAREFULLY. The Client understands and acknowledges that the Work poses certain risks to both TRC Lowney and the Client. Client further acknowledges and agrees that the amount of risk that TRC Lowney accepts by this Agreement is commensurate with the amount of compensation received under this Agreement for the Work. TRC Lowney's fee for the Work is based on and reflects Client's agreement to limit TRC Lowney's liability as described below. Client specifically acknowledges and agrees that but for this promise to limit TRC Lowney's liability, TRC Lowney's fee would be significantly higher to accommodate TRC Lowney for the risks posed by the Work and entering this Agreement. Client acknowledges its right to discuss this provision with legal counsel and negotiate with TRC Lowney regarding this provision and the proposed fee. In reliance on the foregoing and in consideration for the fee proposed, Client specifically acknowledges and agrees that, to the fullest extent permitted by law, TRC Lowney's total liability for any and all injuries, claims, liabilities, losses, costs, expenses, or damages whatsoever including, without limitation, attorneys' fees and legal costs (hereinafter "Claims") to Client and any third party arising out of or in any way related to the Work or this Agreement from any cause or causes including, but not limited to, TRC Lowney's negligence, errors, omissions, or breach of contract or any duty, is limited to and shall not exceed $50,000 or the amount of TRC Lowney's fee, whichever is greater (Option 1) except when the Claim arises from the sole negligence of TRC Lowney or where the Claim arises from the willful, wanton, or reckless conduct of TRC Lowney. In consideration of an additional fee of four (4) percent of TRC Lowney's total Work fee or $400, whichever is greater, TRC Lowney will raise the limitation of liability up to the amount actually paid by TRC Lowney's insurance carriers for the Claims under TRC Lowney's available insurance coverage (Limitation Increase) if and only if Client makes its written request for the Limitation Increase before the commencement of the Work and Client and TRC Lowney each initial and date this paragraph 5.4 below (Option 2) except when the Claim arises from the sole negligence of TRC Lowney or where the Claim arises from the willful, wanton, or reckless conduct of Lowney.

LIMITATION INCREASE: AGREED THAT LIMITATION OF LIABILITY INCREASED TO ACTUAL AMOUNT OF PROCEEDS PAID BY TRC LOWNEY'S INSURANCE CARRIERS IN EXCHANGE FOR ADDITIONAL FEE OF FOUR (4) PERCENT OF TOTAL SERVICE CHARGE OR $400, WHICHEVER IS GREATER.

_____	_____	_____	_____
Client Initial	Date	TRC Lowney Initial	Date

5.5 Client agrees on its behalf and on behalf of Client's officers, directors, partners, principals, agents, employees, successors, representatives, and assignees (collectively referred to as "Client Group") that in no event shall any action or proceeding be brought against TRC Lowney by Client or Client Group 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 TRC Lowney under this Agreement. Client and Client Group agree and acknowledge that the limitations period set forth herein supersedes, replaces, and supplants any and all limitation periods which would otherwise apply including, but not limited to, those appearing in the California Code of Civil Procedure. The Date of Completion shall be the date of the final invoice for the Work performed under this Agreement.

5.6 If Client requests that TRC Lowney's work product be relied upon by a third party, including, but not limited to, a lender, Client specifically 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 TRC Lowney's total liability to Client and any third party as described in paragraph 5.4 above, and Client agrees to defend and indemnify TRC Lowney and its employees, consultants and subcontractors from any and all third party claims, damages, costs, and losses arising out of or in any way related to the Work or the performance or non-performance of obligations under this Agreement except when the Claim arises from the sole negligence of TRC Lowney and its employees, consultants and subcontractors or where the Claim arises from the willful, wanton, or reckless conduct of TRC Lowney. Any third party which accepts TRC Lowney's work product does so under the strict understanding that the third party is bound by all provisions in these Terms and Conditions including, but not limited to, the provisions of paragraphs 5.4 and 5.5, above, and this paragraph 5.6. Every report, recommendation, finding, or conclusion issued by TRC Lowney shall be subject to the limitations stated therein.

5.7 TRC Lowney and Client waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination.

6.0 SCOPE AND EXECUTION OF SERVICES

6.1 TRC Lowney will serve the Client by providing professional counsel and technical advice based on information furnished by the Client. The Client will make available to TRC Lowney all known information regarding existing and proposed conditions of the site, including the location of all underground utilities and installations, and will immediately transmit any new information that becomes available or any change in plans. When hazardous materials are known, assumed or suspected to exist at a site, TRC Lowney may be required by law to take appropriate precautions to protect the health and safety of its personnel. Client hereby warrants that if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, Client will immediately inform TRC Lowney and warrants that Client has done its best to inform TRC Lowney of the known or suspected hazardous materials' type, quantity, and location. Client and TRC Lowney agree that TRC Lowney shall not be responsible for any claims, damages, costs, or losses arising from or in any way related to conditions not actually encountered during the course of TRC Lowney's work and TRC Lowney shall not have any liability or responsibility for losses resulting from inaccurate or incomplete information supplied by Client, and Client agrees to defend and indemnify TRC Lowney against claims, damages, costs, or losses arising there from. TRC Lowney shall not be liable for failing to discover any condition the discovery of which would reasonably require the performance of services not authorized by Client.

6.2 TRC Lowney will diligently proceed with its services and will submit its report in a timely manner, but it is expressly agreed and understood by Client that TRC Lowney 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. TRC Lowney will not be responsible for any damages, consequential or otherwise, caused by delays in the completion of the Work. TRC Lowney makes no warranties regarding time of completion of the Work. In the event that the Work is interrupted or delayed due to causes beyond TRC Lowney's control (including, but not limited to, acts of God, war, riot, insurrection, inclement weather, fire acts of third parties or governmental bodies, or matters within the control of Client), TRC Lowney shall be paid compensation for labor, equipment, and other costs TRC Lowney incurs in order to perform the Work for the Client's benefit during the interruption or delay.

6.3 The individual or individuals who contract with TRC Lowney on behalf of the Client warrant that they are duly authorized agents of the Client and are empowered to so contract.

6.4 Unless otherwise agreed in writing, the Client shall be entitled to two copies of each report prepared by TRC Lowney.

6.5 In the event that TRC Lowney submits a proposal including these Terms and Conditions of Agreement, to provide professional services and 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, condition, or provisions appearing in the Confirmation are void and inapplicable except to the extent the Confirmation authorizes the Work and binds Client to this Agreement.

6.6 If TRC Lowney is authorized to commence and or continue providing its services on the Work either orally or in writing, prior to full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the Terms and Conditions of Agreement contained herein as though this proposal were fully executed by Client.

6.7 TRC Lowney will mutually coordinate its Work with the work to be undertaken by Client's Contractor and Consultants. TRC Lowney shall not be responsible for the technical adequacy or accuracy of the professional services rendered by Client's consultants or the services provided by Client's contractors.

7.0 SITE SAFETY

7.1 TRC Lowney shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the job or the work of any contractor, subcontractor, or their agents or employees, or any other person performing work or services on the job or at the site.

8.0 TERMINATION

8.1 Either party may terminate this Agreement by giving the other party seven (7) days' written notice. Notice shall be effective as of the date of deposit in the U.S. Mail of the written notice, properly addressed to the person to be notified. In the event that the Client requests termination of the services prior to completion of Work, TRC Lowney reserves the right to complete such analyses and records as may be necessary to place its files in order and, where considered necessary to protect its professional reputation, to complete a report on the services performed to date. A termination charge of 10 percent of the total contract amount in addition to all costs incurred to the date of Work stoppage may be made at the discretion of TRC Lowney.

9.0 OWNERSHIP OF DOCUMENTS

9.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents including those in electronic form prepared by TRC Lowney, as instruments of Work, shall remain the property of TRC Lowney whether the work for which they are made is executed or not. Client agrees that all documents and other services furnished to the Client or its agents, which are not paid for, will be immediately returned upon demand and will not be used by the Client or any other person, legal entity or professional on other projects or extensions to this work except by agreement in writing and with appropriate compensation to TRC Lowney. Any unauthorized use of the documents shall be at the Client's own risk and without liability to TRC Lowney and its employees, consultants and subcontractors.

9.2 Client warrants that TRC Lowney, in order to perform its Work under this Agreement, has the unrestricted license and right to use any information provided to TRC Lowney by the Client or others. TRC Lowney is not responsible for the accuracy of information or data presented by others.

10.0 RIGHT OF ENTRY

10.1 The Client will provide for right of entry of TRC Lowney personnel and all necessary equipment, in order to complete the Work. While TRC Lowney will take all reasonable precautions to minimize any damage to the property including underground utilities, it is acknowledged and agreed by Client that in the normal course of the Work some damage may occur, the correction of which is not part of this Agreement. Accordingly, Client shall waive any claim against TRC Lowney and its employees, consultants and subcontractors and agree to defend and indemnify TRC Lowney and its employees, consultants and subcontractors from any claims arising from entering or working on the site which is the subject of the Work except only losses caused by the sole negligence or willful misconduct of TRC Lowney and its employees, consultants and subcontractors.

11.0 MONITORING OF CONSTRUCTION

11.1 The Client hereby acknowledges and understands that unanticipated or changed conditions may be encountered during construction. Further, there is a substantial risk to both the Client and to TRC Lowney if TRC Lowney is not engaged to provide complete services, including but not limited to, construction observation services. Such risks include the increased likelihood of misinterpretation of TRC Lowney's findings and conclusions, and error in implementing recommendations by TRC Lowney. Therefore, if the Client fails to retain TRC Lowney to provide complete services, the Client agrees to defend and indemnify TRC Lowney against any and all claims, damages, costs, and losses arising out of or in any way related to the Work or arising out of implementing or interpreting TRC Lowney's work product except when the Claim arises from the sole negligence of TRC Lowney or where the Claim arises from the willful, wanton, or reckless conduct of TRC Lowney.

11.2 TRC Lowney 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.

11.3 TRC Lowney 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 any other persons performing any work on the project.

11.4 The Client shall provide prompt notice to TRC Lowney if the Client becomes aware of any fault or defect in the Project or Development, including any errors, omissions, or inconsistencies in TRC Lowney's Work or contract documents.

12.0 DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

12.1 Hazardous materials or other toxic substances may exist at a site where there is no reason known to Client to believe they could or should be present. TRC Lowney and Client agree that the discovery of unanticipated potentially hazardous materials constitutes a changed condition mandating a renegotiation of the scope of Work or termination of Work. TRC Lowney and Client also agree that the discovery of unanticipated potentially hazardous materials may make it necessary for TRC Lowney to take immediate measures to protect public health, safety, and the environment. TRC Lowney agrees to notify Client as soon as practically possible should unanticipated hazardous materials be encountered. Client encourages TRC Lowney to take any or all measures that in TRC Lowney's professional opinion are justified to preserve and protect the health and safety of TRC Lowney's personnel, the public, and the environment, and Client agrees to compensate TRC Lowney for the cost of such services. Further, the Client agrees to defend and indemnify TRC Lowney from any and all claims, damages, costs, and losses arising out of or in any way related to subsurface sampling, including, but not limited to, claims, damages, costs, and losses arising from cross-contamination except when the Claim arises from the sole negligence of TRC Lowney or where the Claim arises from the willful, wanton, or reckless conduct of TRC Lowney.

13.0 CONTAMINATION OF A WATER-BEARING ZONE

13.1 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 a water-bearing zone. Because of the risks posed by such Work, and because subsurface sampling is often a necessary part of TRC Lowney's Work, the Client hereby agrees to waive all claims against TRC Lowney that in any way arise out of subsurface sampling, including claims relating to cross-contamination.

14.0 DISPOSAL OF SAMPLES AND DRILL CUTTINGS

14.1 TRC Lowney shall hold samples collected during the performance of its Work no longer than 45 calendar days after issuance of any document that includes data obtained from them unless Client advises in writing otherwise; drill cuttings will be left on-site. In the event that soil, rock, water, or drill cuttings, and/or other samples or material 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 statutes, regulations, or ordinances, TRC Lowney will, after completion of testing, notify the Client of same in order for the Client to arrange for the disposal of samples and materials. The Client recognizes and agrees that TRC Lowney at no time assumes title to said samples and/or materials. The Client, not TRC Lowney, remains ultimately responsible for selecting the disposal or treatment facility to which such samples and/or materials are to be delivered. The Client agrees to pay all costs associated with any storage, transport, and disposal of samples and materials, and to defend and indemnify TRC Lowney from any and all claims arising out of or in any way related to the storage, transport, and disposal of asbestos, hazardous or toxic substances, or pollutants, including but not limited to, any samples and/or materials.

15.0 PREVAILING WAGE OBLIGATIONS

15.1 Client shall notify TRC Lowney in writing if the Work subject to this Agreement constitutes a "public work" under any and all federal, state, and/or local prevailing wage laws, and/or living wage laws and/or ordinances, including, but not limited to, the Davis-Bacon Act and the provisions of California Labor Code §§ 1720, *et seq.* In addition, Client shall notify TRC Lowney if TRC Lowney is obligated by statute, any public contracting authority, and/or a developer to pay prevailing wages and benefits and/or any other predetermined wages or benefits (collectively, "prevailing wage obligations"). In the event that TRC Lowney must adhere to federal, state, and/or local prevailing wage obligations for Work performed, Client shall provide TRC Lowney with any and all prevailing wage determinations applicable to the Work to be performed by TRC Lowney. Client understands and agrees that TRC Lowney's fee for Work performed under this Agreement will be calculated, in part, on the basis of representations by Client regarding the existence and amount of any and all prevailing wage obligations and that, if such obligations exist, TRC Lowney's fee might be different. Client further understands and agrees that TRC Lowney will rely on the representations made by Client with regard to prevailing wage obligations and Client agrees to indemnify TRC owney against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees, arising from TRC Lowney's reliance upon Client's representations regarding prevailing wage obligations. Client agrees that in the event of any such claims, suits, and/or demands, TRC Lowney shall have the right to select counsel of its choosing.

16.0 CERTIFICATE OF MERIT

16.1 The client shall make no claim for professional negligence unless the Client has first provided TRC Lowney with a written certification executed under penalty of perjury by an independent consultant currently practicing in the same discipline and geographic area as TRC Lowney and licensed as a professional engineer or registered geologist in the State of California. This certification shall: a) contain the name and license number of the certifier; b) specify with particularity the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; c) state the time spent by certifier in rendering this opinion; and d) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care including references to literature, treatises or textbooks to support the certifier's conclusions. This certificate shall be provided to TRC Lowney no less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation, arbitration or judicial proceeding. At least fifteen (15) days before providing the certificate to TRC Lowney, Client shall ensure that the proposed certifier notify TRC Lowney in writing of the certifier's intended certification and the content thereof, and Client shall arrange for TRC Lowney to discuss the matter with the certifier in an attempt to correct any misinformation in the intended certification and/or to resolve the matter. If Client fails to comply with the Certificate Of Merit process contained in this section 16, then (1) Client waives and foregoes any claim or entitlement to recovery of attorneys' fees and litigation costs otherwise recoverable under this contract, and (2) Client is estopped and precluded from pursuing any method of mediation, arbitration and litigation against TRC Lowney until such time as Client does comply herewith (the "Claim Preclusion"). In agreeing to the Claim Preclusion, Client agrees that compliance with the Certificate Of Merit process is jurisdictional.

17.0 MISCELLANEOUS PROVISIONS

17.1 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 attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon ("claims"), 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.

17.2 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.

17.3 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Client or TRC Lowney.

17.4 The Client and TRC Lowney, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Client shall not assign this Agreement or any right or cause of action hereunder without the written consent of TRC Lowney.

17.5 TRC Lowney and Client agree to disfavor litigation and to use mediation to resolve disputes. If initial discussions between TRC Lowney and Client fail to settle a dispute or claim relating to this Agreement or breach thereof the parties agree to submit such dispute to non-binding mediation to effect a resolution to such dispute or claim. Construction Industry Mediation Rules of American Arbitration Association shall apply. Demand for mediation shall be made in writing with the other party to this Agreement within a reasonable time after the claim, dispute or other matter in questions has arisen, if prior discussions have not led to a settlement.

17.6 Unless specified otherwise by TRC Lowney, this quotation shall not remain in effect after thirty (30) days of the proposal date.

17.7 TRC Lowney maintains a General Engineering A license (No. 682286) and 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.

17.8 Client agrees that TRC Lowney may use and publish Client's name and a general description of TRC Lowney's services with respect to the project in describing TRC Lowney's experience and qualification to other clients or prospective clients.

17.9 This Agreement shall not create any rights or benefits to parties other than Client or TRC Lowney. No third-party shall have the right to rely on TRC Lowney's opinions rendered in connection with TRC Lowney's services without TRC Lowney's written consent and the third-party's agreement to be bound to the same terms and conditions as Client.

17.10 Client acknowledges and agrees that it has received and reviewed these Terms and Conditions and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

RIDER TO

ENVIRONMENTAL ENGINEERING SERVICES AGREEMENT

HIGHWAY 12 & WALTERS ROAD (the "PROJECT")

SUISUN CITY, CALIFORNIA

THIS RIDER is in addition to that certain agreement dated February 9, 2006, (the "Agreement") by and between McNellis Partners, LLC ("Client"), and TRC Lowney, ("~~Contractor~~" Consultant). To the extent this Rider is in conflict with the Agreement, this Rider shall prevail and the conflicting provision of the Agreement shall be deemed null and void.

1. Representations ~~and Warranties~~. ~~Contractor~~ Consultant hereby represents ~~and warrants~~ that ~~Contractor~~ Consultant is a duly licensed environmental engineering firm, and is fully authorized and empowered to practice within the State of California.

2. Relationship of Client to ~~Contractor~~ Consultant. The Agreement does not create an employer/employee relationship; the Agreement represents an independent contractor arrangement.

3. Conformance to Regulations. ~~All Contractor's work shall be done in conformance~~ Consultant shall excersize usual and customary professional care in its efforts to comply with all applicable city and municipal codes, ordinances and governmental regulations *and to the environmental engineering standards of Wal-Mart Stores, Inc.*. as noted in the February 9, 2006 agreement.

4. Term. The parties agree that this Agreement shall be on a fixed fee ~~and materials~~ basis. Notwithstanding the foregoing, Client may terminate this Agreement without cause upon seven (7) days prior written notice to ~~Contractor~~ Consultant. Client shall pay to ~~Contractor~~ Consultant, upon receipt of an invoice which complies with paragraph 5 below, for all work performed by ~~Contractor~~ Consultant to the date of such notification.

5. Payment. Client agrees to pay ~~Contractor~~ Consultant the compensation set forth in the Agreement for all labor, materials and supplies which ~~Contractor~~ Consultant provides in connection with doing the work described in the Agreement, providing the following conditions are satisfied: a) ~~Contractor~~ Consultant shall not exceed the fixed fee detailed on the attached Exhibit A (plus reimbursable expenses) for the services as set forth in this Agreement without first obtaining Client's prior written consent; b) All billings which ~~Contractor~~ Consultant shall deliver to Client shall contain a detailed breakdown of services rendered. Except for the payment herein provided, ~~Contractor~~ Consultant agrees that the cost of all supplies, labor, etc., shall be borne solely by ~~Contractor~~ Consultant and Consultant's are in the performance of ~~Contractor's~~ Consultant's duties hereunder.

6. Attorney's Fees. In the event any dispute between the parties hereto should result in litigation, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorneys' fees.

7. Assignment. ~~Contractor~~ Consultant may not assign his duties, rights or obligations hereunder. *However, ~~Contractor~~ Consultant agrees to assign all work product for Client to Wal-Mart Stores, Inc. at no additional charge (i.e. substitute Wal-Mart as the client).*

McNELLIS PARTNERS, LLC
a California limited liability company

By: _____
John E. McNellis,
Manager

TRC LOWNEY

By: _____

Its: Principal Geologist

APPENDIX B
AERIAL PHOTOGRAPHS, TOPOGRAPHIC MAPS, SANBORN MAPS, AND CITY DIRECTORY

The EDR Aerial Photo Decade Package

Suisun City Retail Center
1399 Peterson Road
Suisun City, CA 94585

Inquiry Number: 1613299.6

February 14, 2006

EDR® Environmental Data Resources Inc

The Standard in Environmental Risk Management Information

440 Wheelers Farms Road
Milford, Connecticut 06461

Nationwide Customer Service

Telephone: 1-800-352-0050
Fax: 1-800-231-6802
Internet: www.edrnet.com

THE EDR AERIAL PHOTO DECADE PACKAGE

Environmental Data Resources, Inc.s (EDR) Aerial Photography Print Service is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDRs professional researchers provide digitally reproduced historical aerial photographs at one photo per decade.

References

EPAs Standards and Practices for All Appropriate Inquiries (AAI), section 312.24, identifies the historical sources of information necessary to achieve the objectives and performance factors of section 312.20. According to AAI, *"historical documents and records may include, but are not limited to, aerial photographs, fire insurance maps, building department records, chain of title documents, and land use records."*

To meet the prior use requirements of ASTM E 1527-05, Section 8.3.2, the following standard *historical sources* may be used: aerial photographs, fire insurance maps, property tax files, land title records (although these cannot be the sole historical source consulted), topographic maps, city directories, building department records, or zoning/land use records. ASTM E 1527-05, Section 8.3 on Historical Use Information, identifies the prior use requirements for a Phase I environmental site assessment. ASTM E 1527-05 requires *"All obvious uses of the property shall be identified from the present, back to the property's first developed use, or back to 1940, whichever is earlier. This task requires reviewing only as many of the standard historcal sources as are necessary and both reasonably ascertainable and likely to be useful."* (ASTM E 1527-05, Section 8.3.2) *Reasonably ascertainable means information that is publicly available, obtainable from a source within reasonable time and cost constraints, and practically reviewable.*

Data Gaps

In order to address *data gaps*, additional sources of information may be consulted. According the AAI, Section 312.20 (g), *"to the extent there are data gaps (as defined in section 312.10) in the information developed...that affect the ability of persons (including the environmental professional) conducting the all appropriate inquiries to identify conditions indicative of releases or threatened releases...such persons should identify such data gaps, identify the sources of information consulted to address such data gaps, and comment upon the significance of such data gaps."* According to ASTM E 1527-05, Section 8.3.2.3, *"historical research is complete when either: (1) the objectives in 8.3.1 through 8.3.2.2 are achieved; or (2) data failure is encountered. 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 objectives have not been met....If data failure is encountered, the report shall document the failure and, if any of the standard historical sources were excluded, give the reasons for their exclusion."*

When delivered electronically by EDR, the aerial photo images included with this report are for ONE TIME USE ONLY. Further reproduction of these aerial photo images is prohibited without permission from EDR. For more information contact your EDR Account executive.

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

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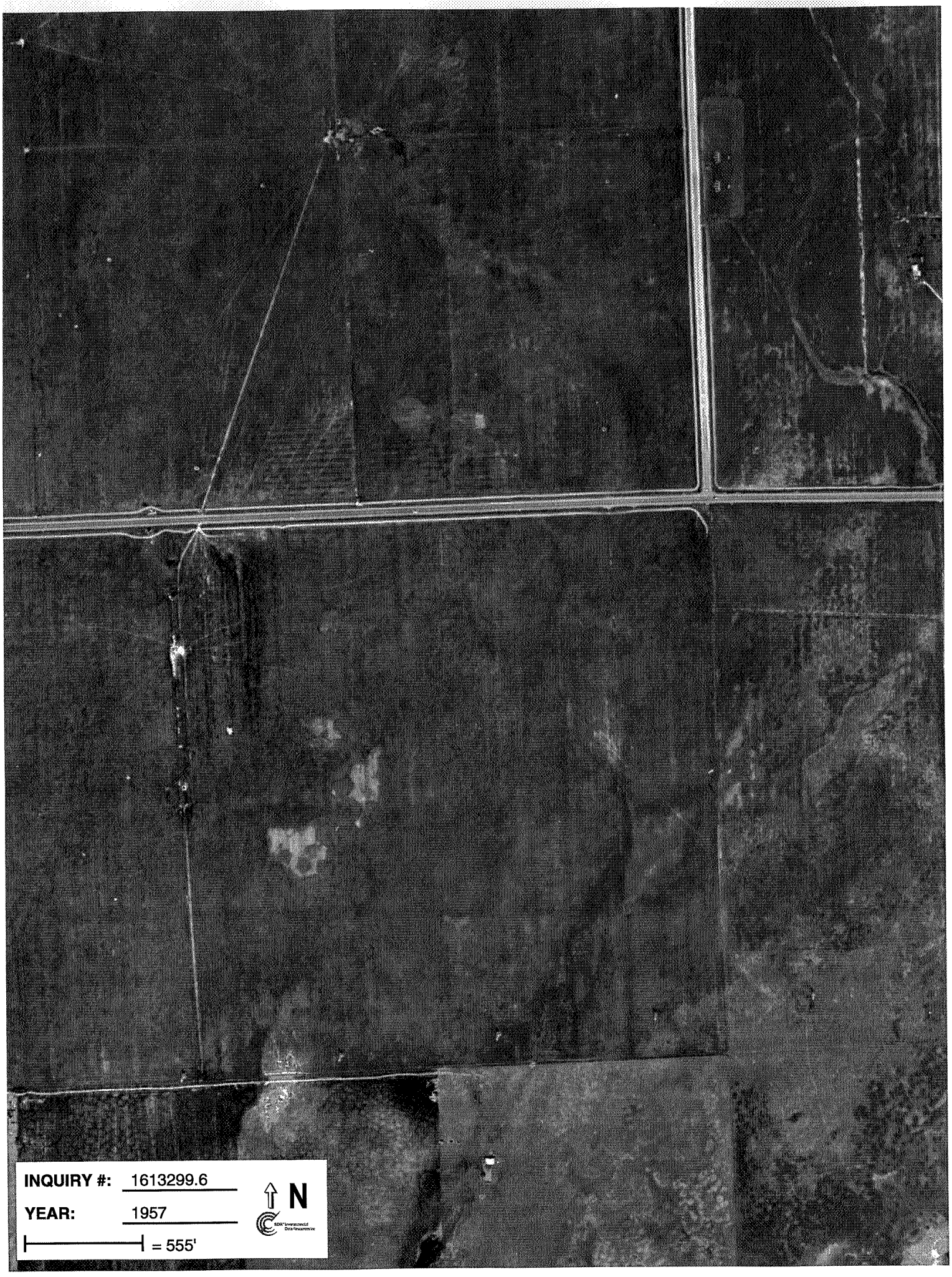
EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

Date EDR Searched Historical Sources:
Aerial Photography February 14, 2006

Target Property:
1399 Peterson Road
Suisun City, CA 94585

Year	***Scale***	***Details***	***Source***
1937	Aerial Photograph. Scale: 1"=555'	Flight Year: 1937	Laval
1957	Aerial Photograph. Scale: 1"=555'	Flight Year: 1957	Cartwright
1965	Aerial Photograph. Scale: 1"=333'	Flight Year: 1965	Cartwright
1970	Aerial Photograph. Scale: 1"=555'	Flight Year: 1970	Cartwright
1984	Aerial Photograph. Scale: 1"=690'	Flight Year: 1984	WSA
1993	Aerial Photograph. Scale: 1"=666'	Flight Year: 1993	USGS
1998	Aerial Photograph. Scale: 1"=666'	Flight Year: 1998	USGS

INQUIRY #: 1613299.6
YEAR: 1937
= 555'
N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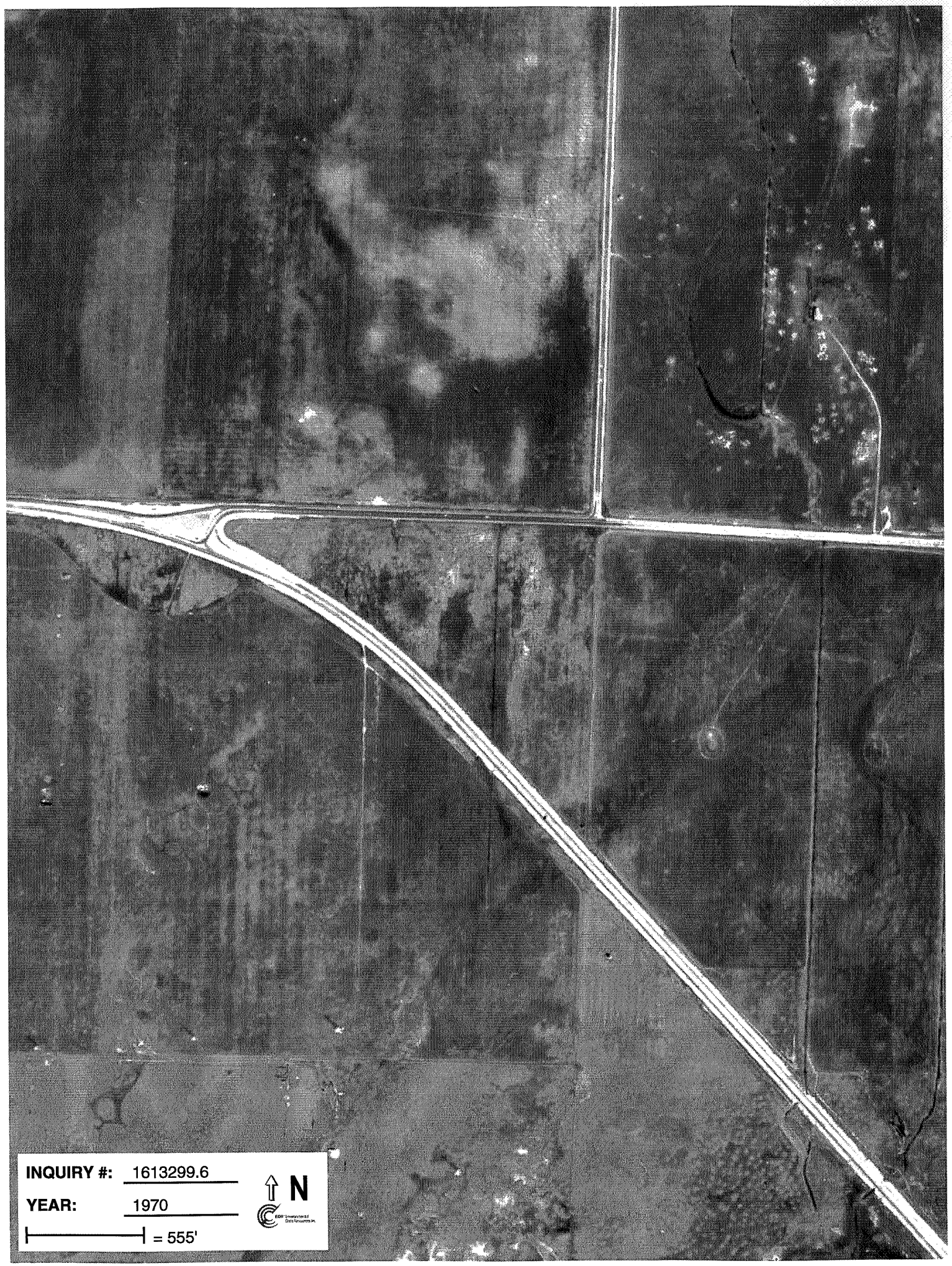
YEAR: 1957
= 555'
N

INQUIRY #: 1613299.6
YEAR: 1965
= 333'
N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YEAR: 1970
= 555'
N

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YEAR: 1984
= 690'
N

INQUIRY #: 1613299.6
YEAR: 1993
= 666'
N

INQUIRY #: 1613299.6
YEAR: 1998
= 666'
N

EDR Historical Topographic Map Report

Suisun City Retail Center
1399 Peterson Road
Suisun City, CA 94585

Inquiry Number: 1613299.4

February 14, 2006

EDR™ Environmental Data Resources Inc

The Standard in Environmental Risk Management Information

440 Wheelers Farms Road
Milford, Connecticut 06460

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Telephone: 1-800-352-0050
Fax: 1-800-231-6802
Internet: www.edrnet.com

EDR Historical Topographic Map Report

Environmental Data Resources, Inc.'s (EDR) Historical Topographic Map Report is designed to assist professionals in evaluating potential liability on a target property, and its surrounding area, resulting from past activities. ASTM E 1527-00, Section 7.3 on Historical Use Information, identifies the prior use requirements for a Phase I environmental site assessment. The ASTM standard requires a review of *reasonably ascertainable standard historical sources. Reasonably ascertainable is defined as information that is publicly available, obtainable from a source with reasonable time and cost constraints, and practically reviewable.* To meet the prior use requirements of ASTM E 1527-00, Section 7.3.4, the following *standard historical sources* may be used: aerial photographs, city directories, fire insurance maps, topographic maps, property tax files, land title records (although these cannot be the sole historical source consulted), building department records, or zoning/and use records. ASTM E 1527-00 requires *"All obvious uses of the property shall be identified from the present, back to the property's obvious first developed use, or back to 1940, whichever is earlier. This task requires reviewing only as many of the standard historical sources as are necessary, and that are reasonably ascertainable and likely to be useful."* (ASTM E 1527-00, Section 7.3.2 page 12.)

EDR's Historical Topographic Map Report includes a search of available public and private color historical topographic map collections.

Topographic Maps

A topographic map (topo) is a color coded line-and-symbol representation of natural and selected artificial features plotted to a scale. Topos show the shape, elevation, and development of the terrain in precise detail by using contour lines and color coded symbols. Many features are shown by lines that may be straight, curved, solid, dashed, dotted, or in any combination. The colors of the lines usually indicate similar classes of information. For example, topographic contours (brown); lakes, streams, irrigation ditches, etc. (blue); land grids and important roads (red); secondary roads and trails, railroads, boundaries, etc. (black); and features that have been updated using aerial photography, but not field verified, such as disturbed land areas (e.g., gravel pits) and newly developed water bodies (purple).

For more than a century, the USGS has been creating and revising topographic maps for the entire country at a variety of scales. There are about 60,000 U.S. Geological Survey (USGS) produced topo maps covering the United States. Each map covers a specific quadrangle (quad) defined as a four-sided area bounded by latitude and longitude. Historical topographic maps are a valuable historical resource for documenting the prior use of a property and its surrounding area, and due to their frequent availability can be particularly helpful when other standard historical sources (such as city directories, fire insurance maps, or aerial photographs) are not reasonably ascertainable.

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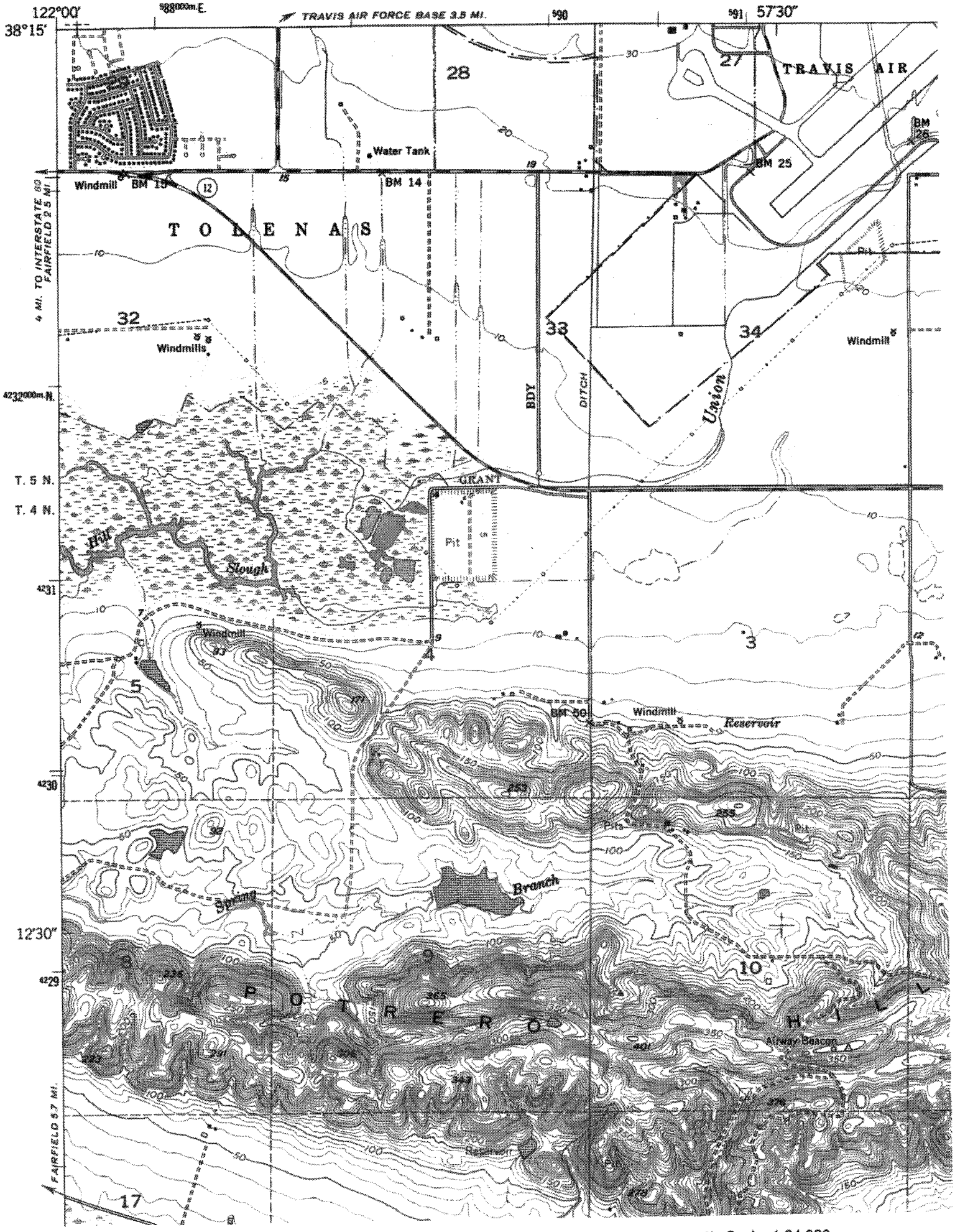

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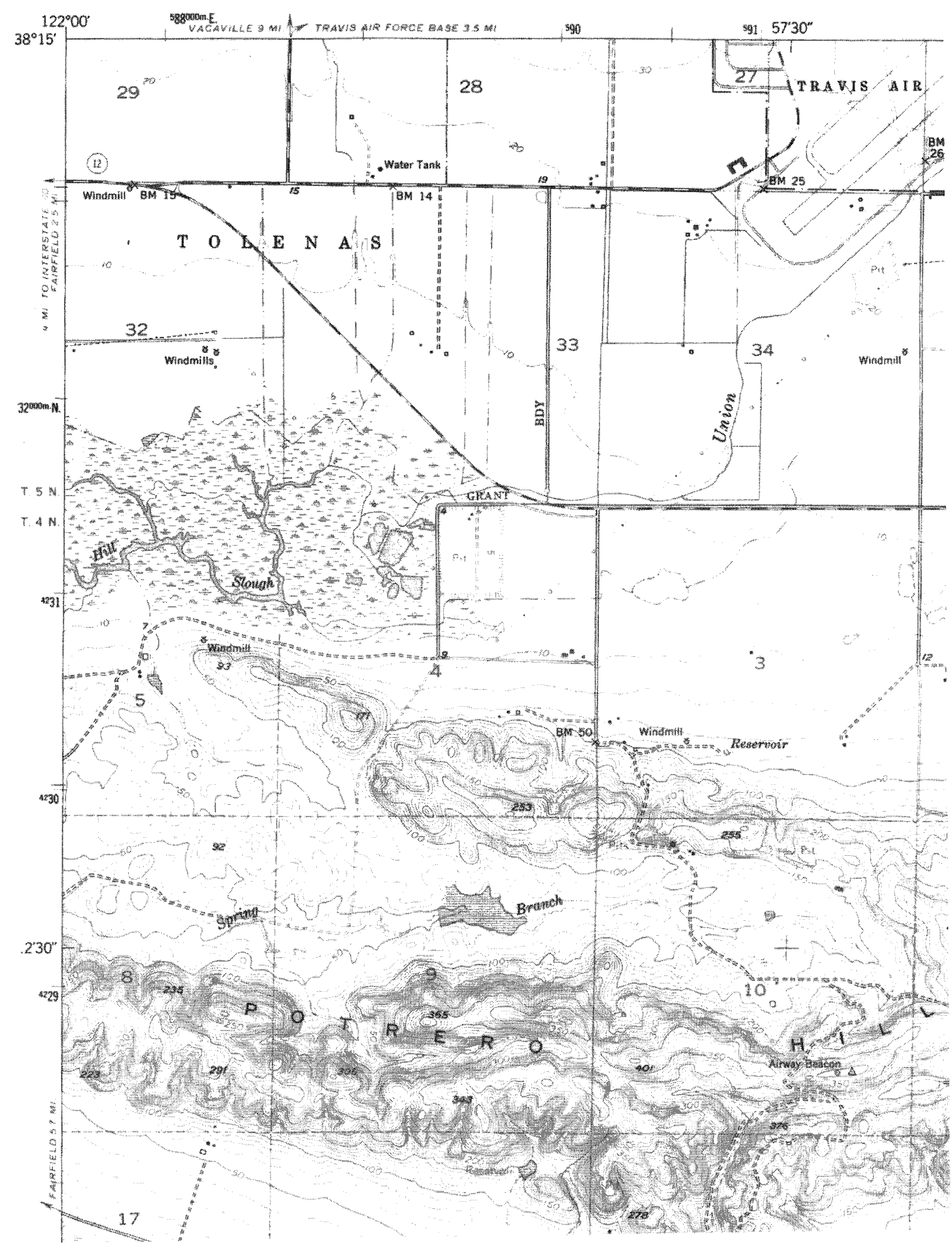

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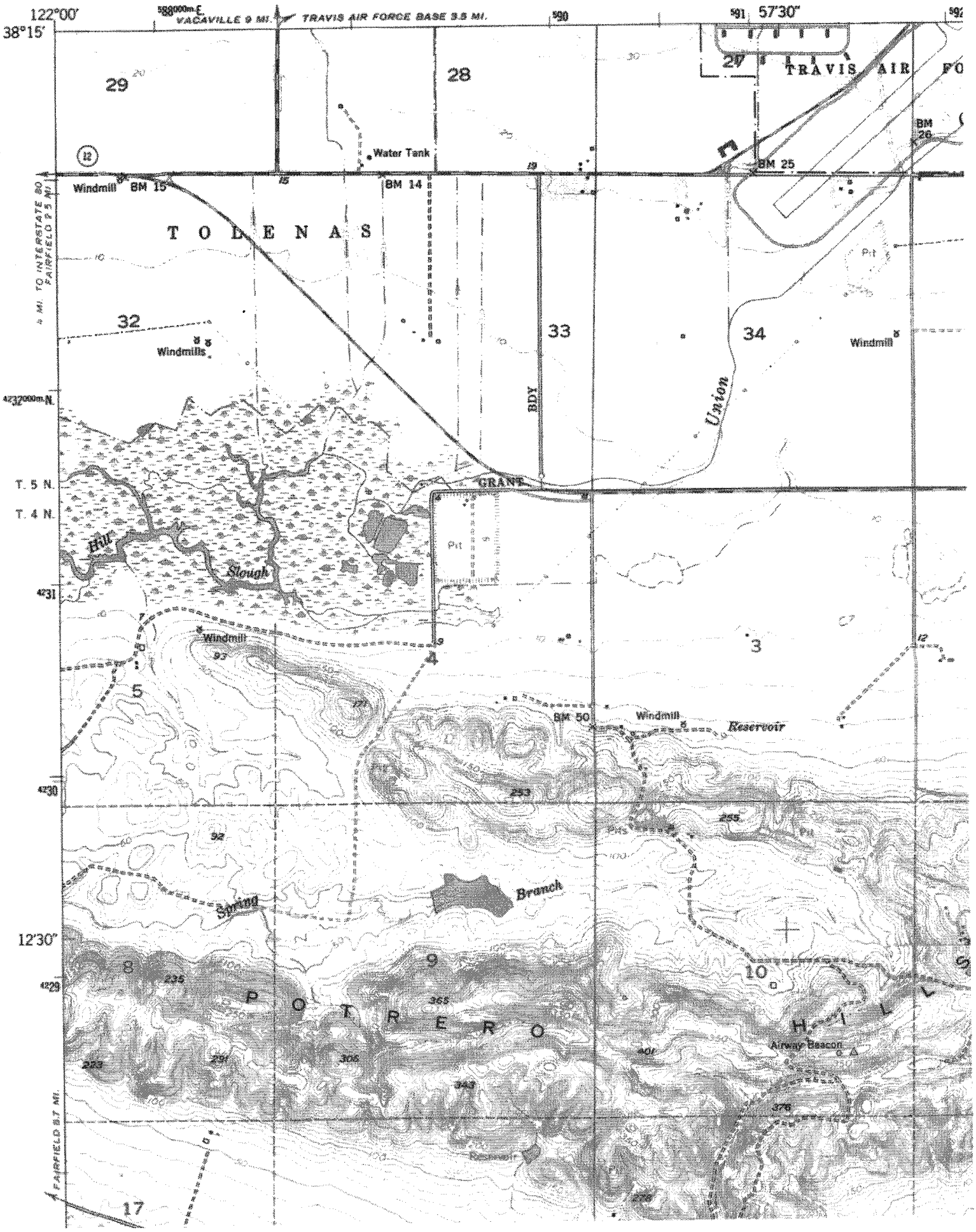

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N A EDR INQUIRY# 1613299.4 TARGET QUAD: PITTSBURG YEAR: 1953 Series: 15' Scale: 1:62,500

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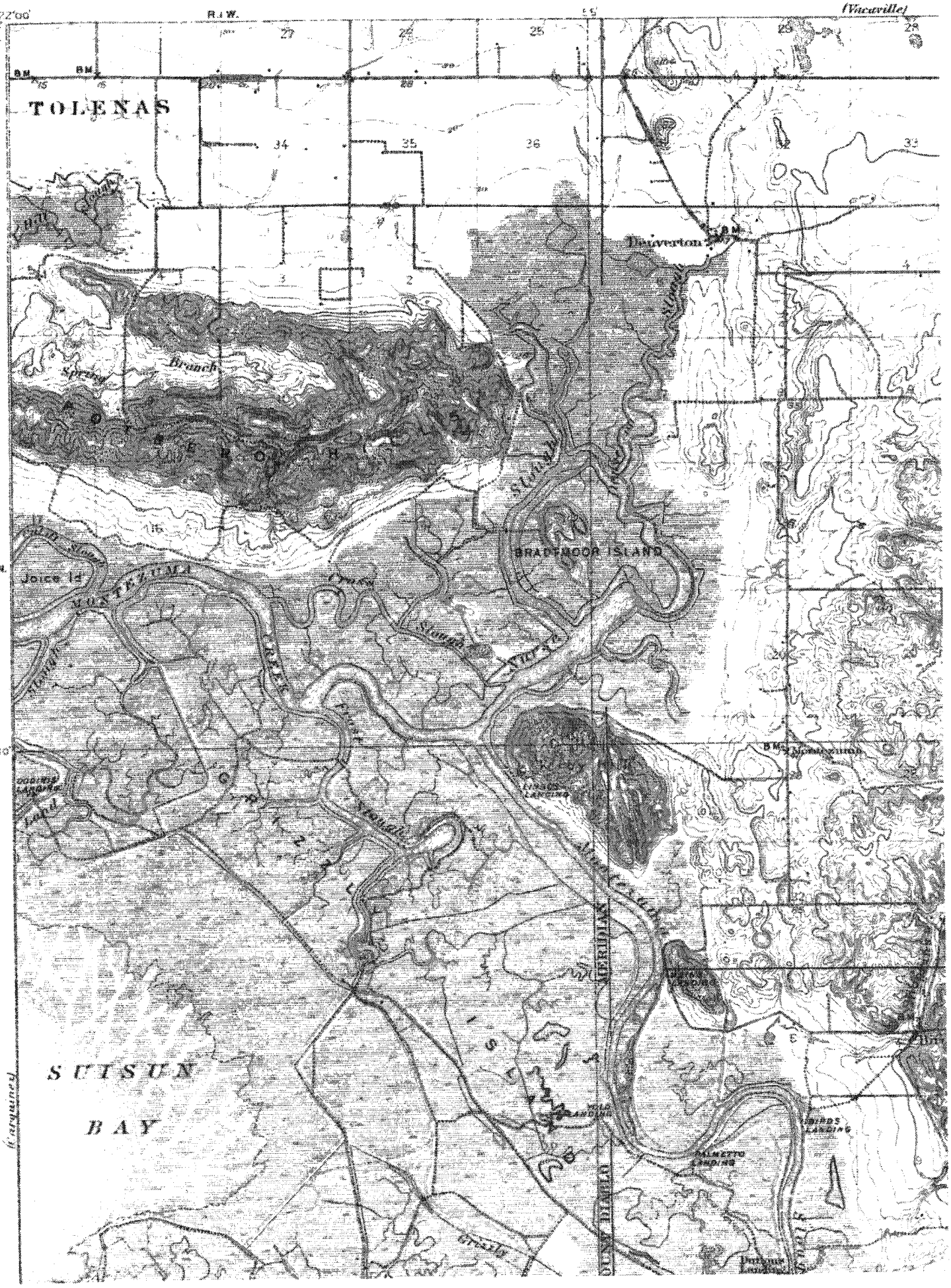

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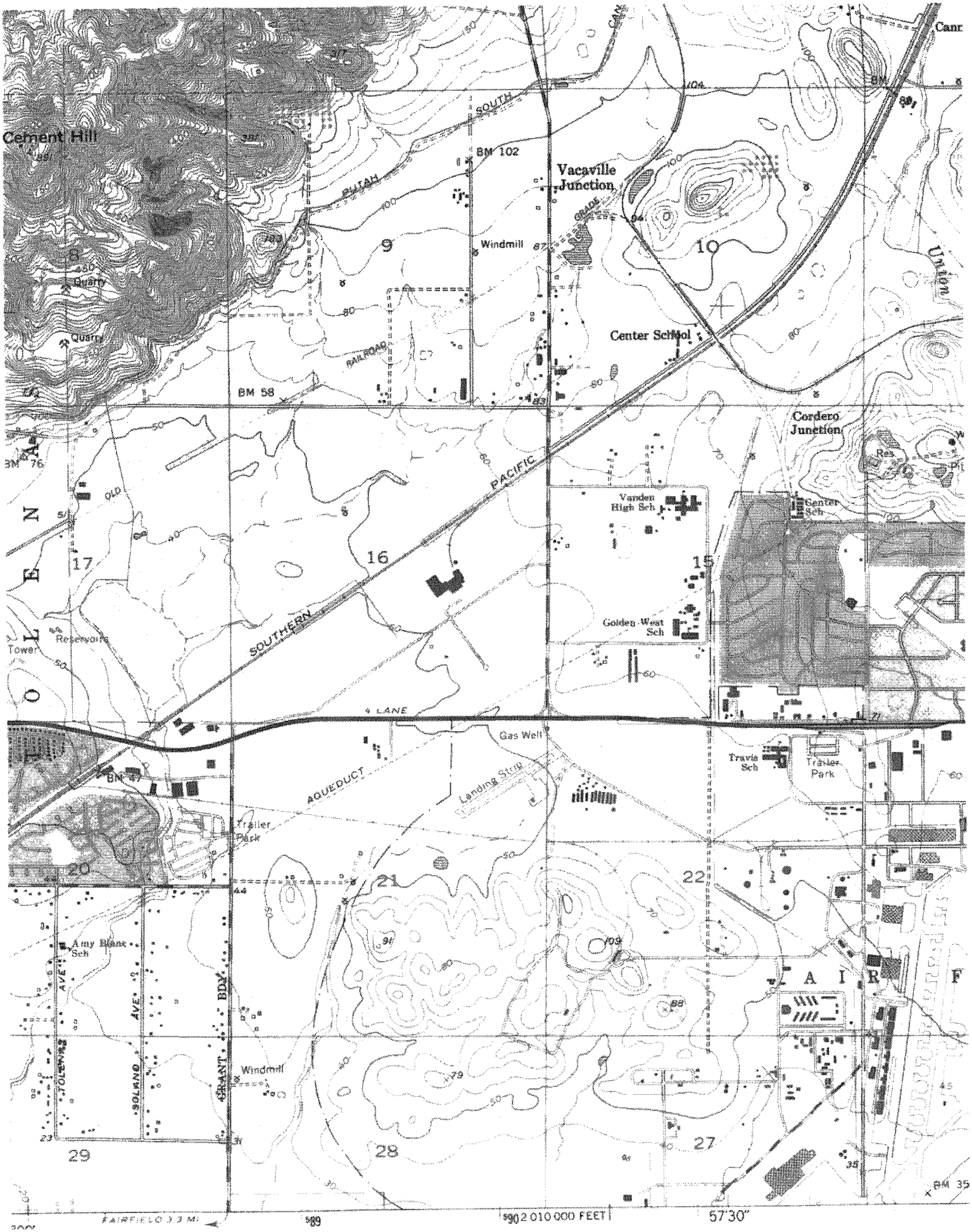

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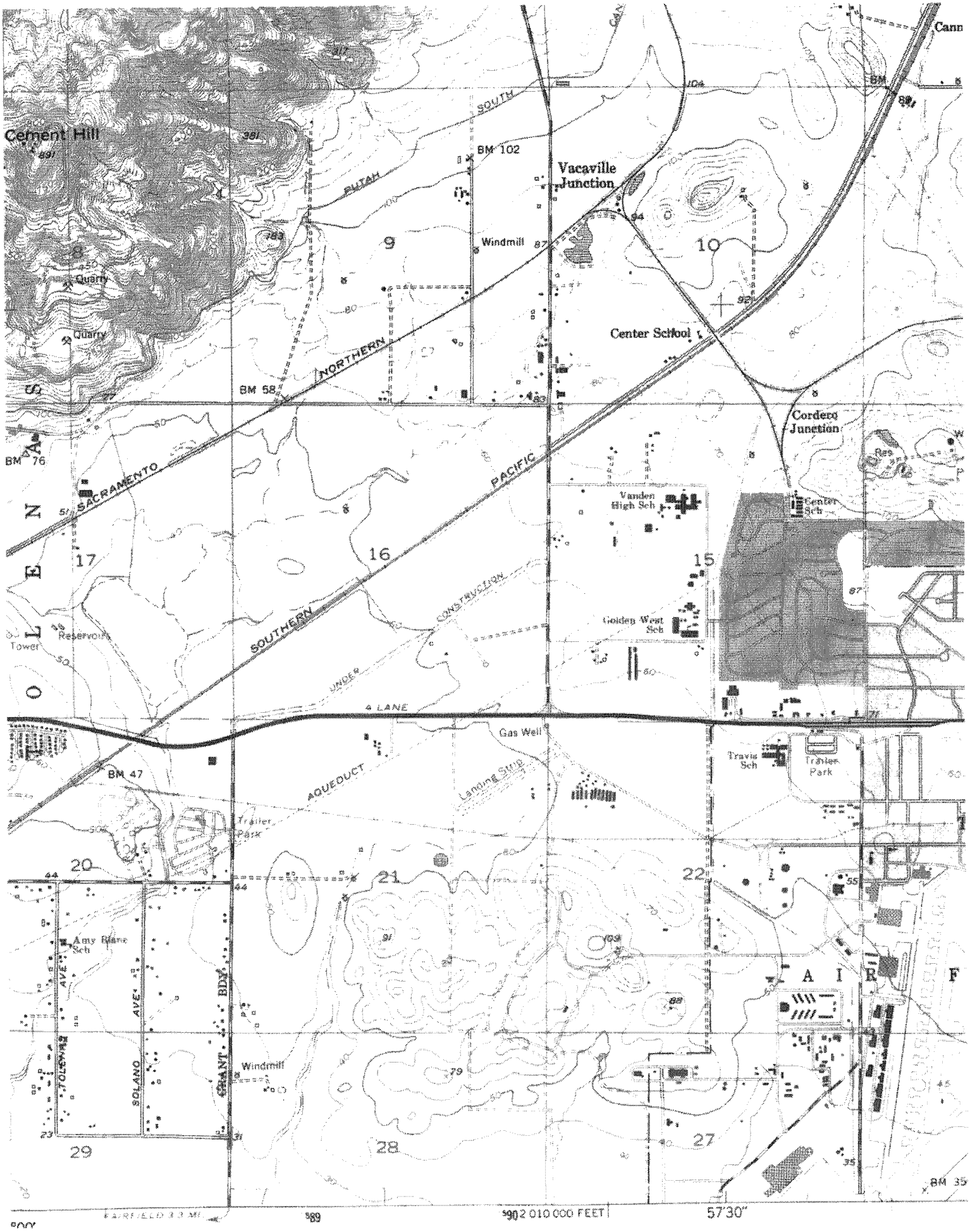

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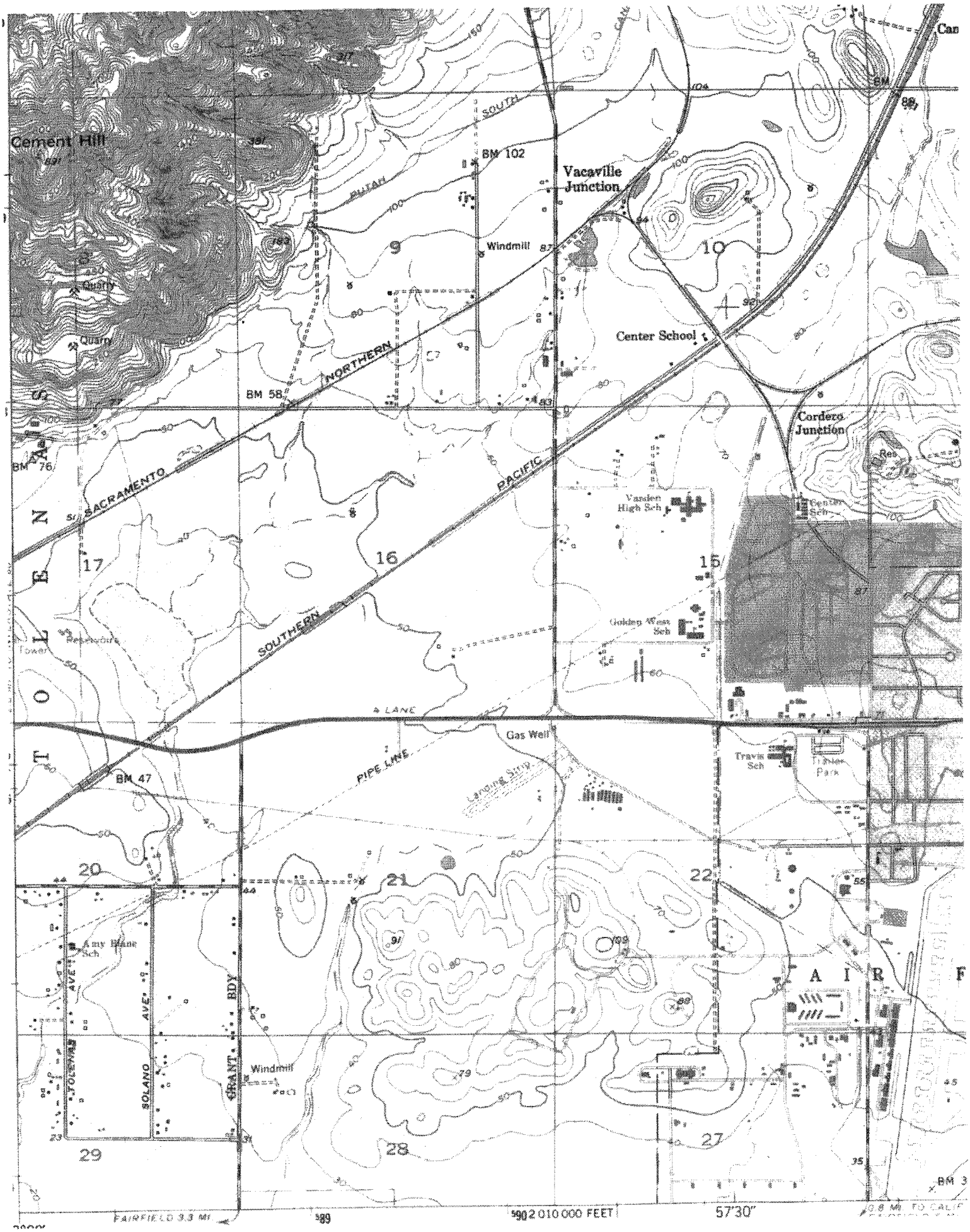

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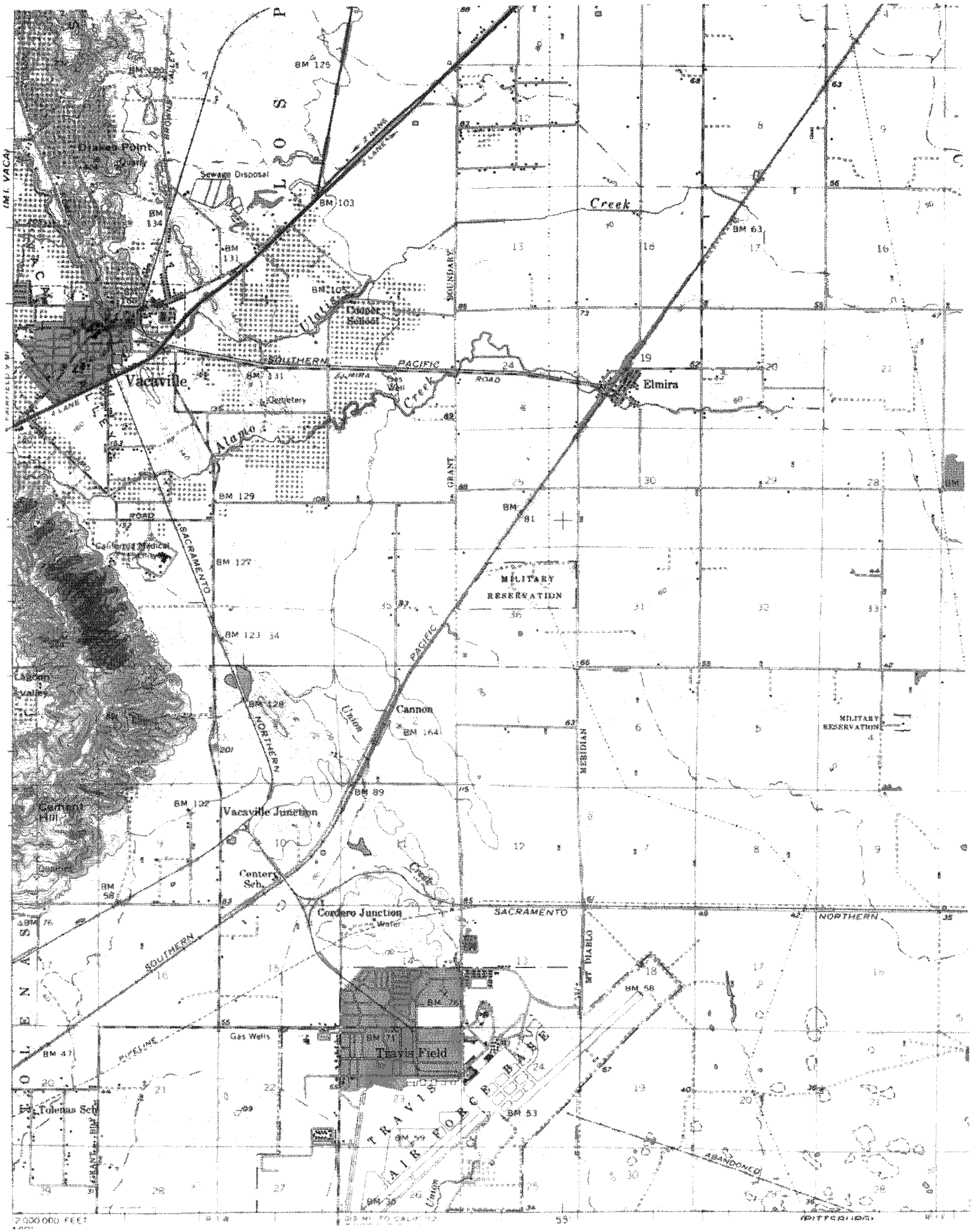

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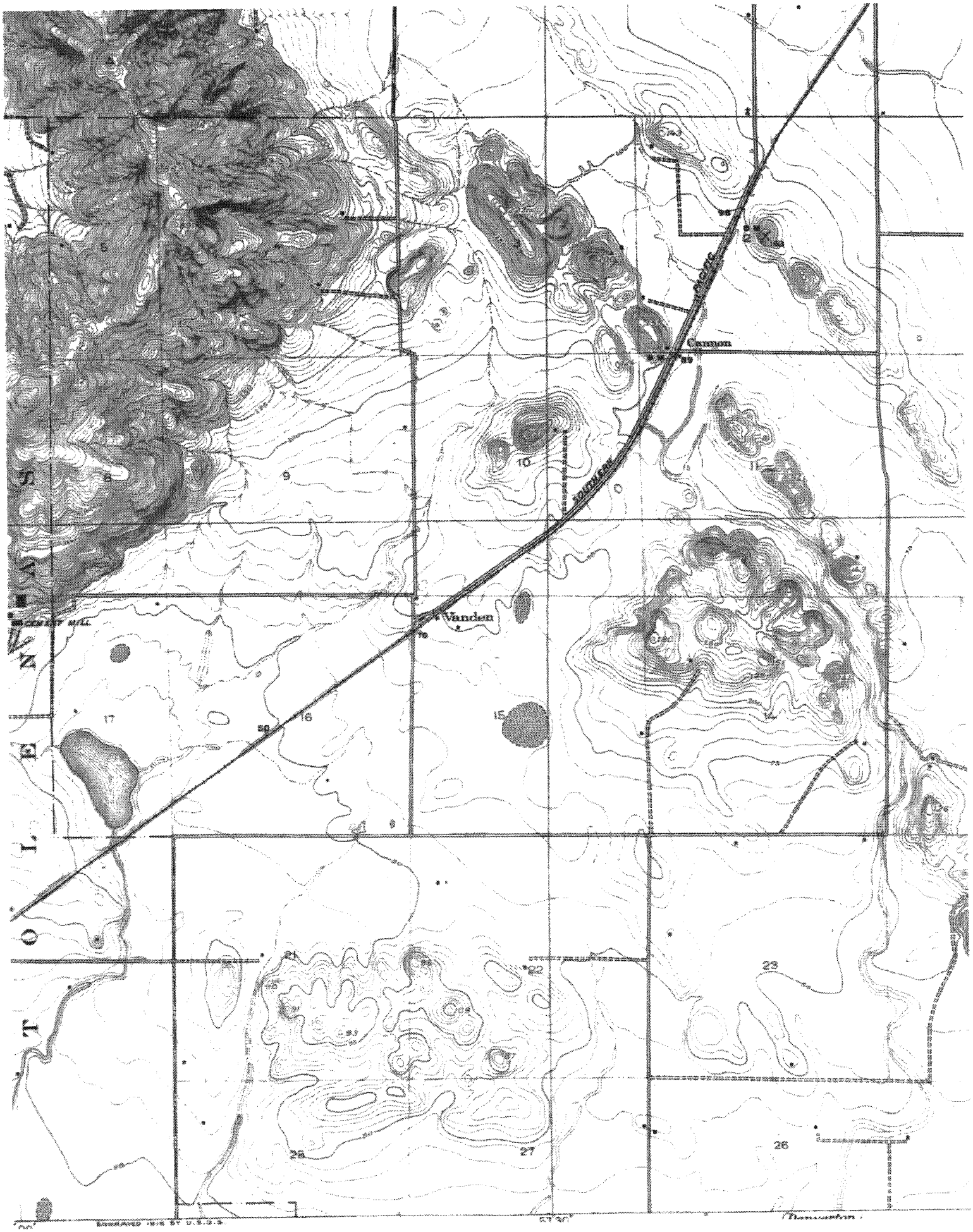

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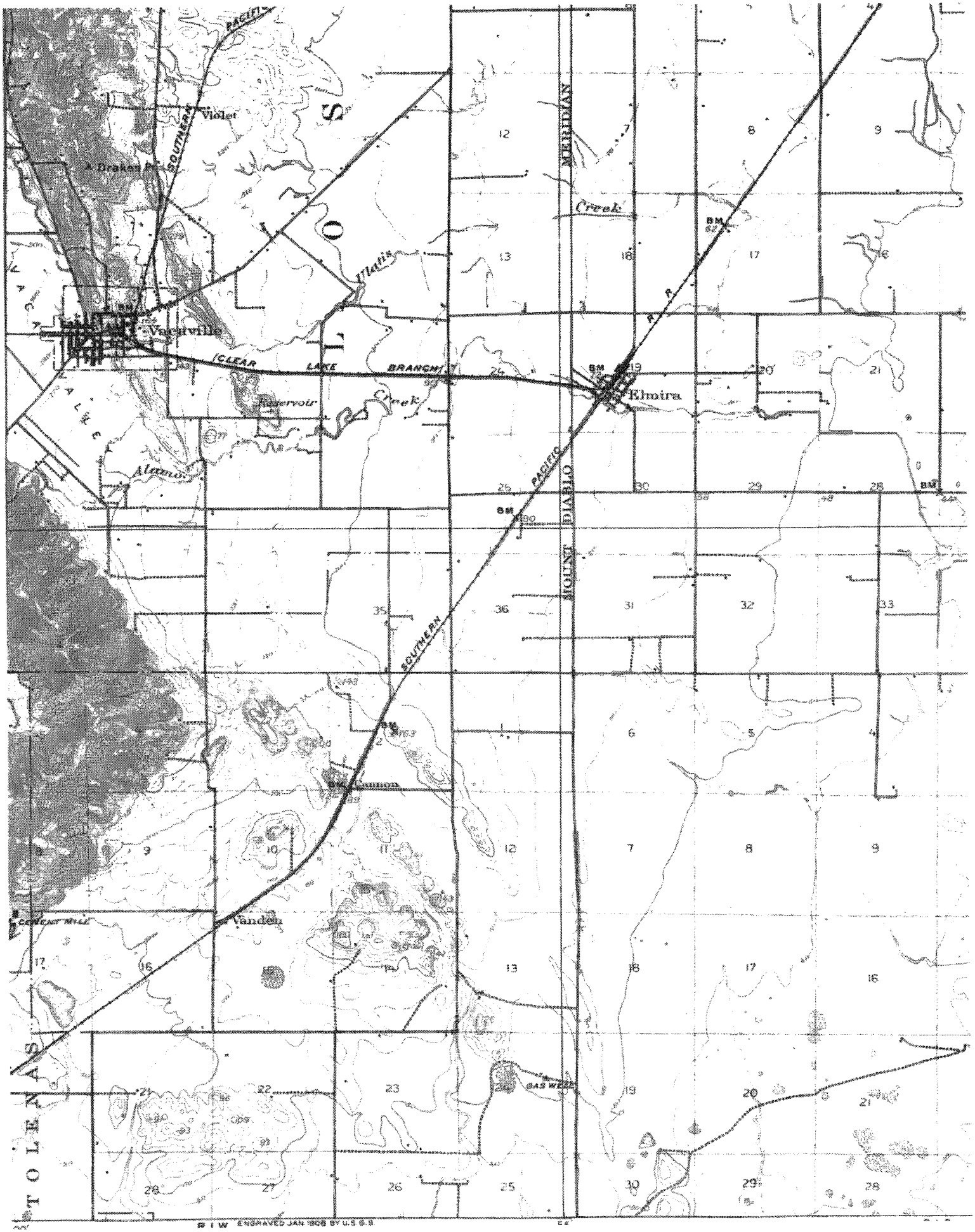

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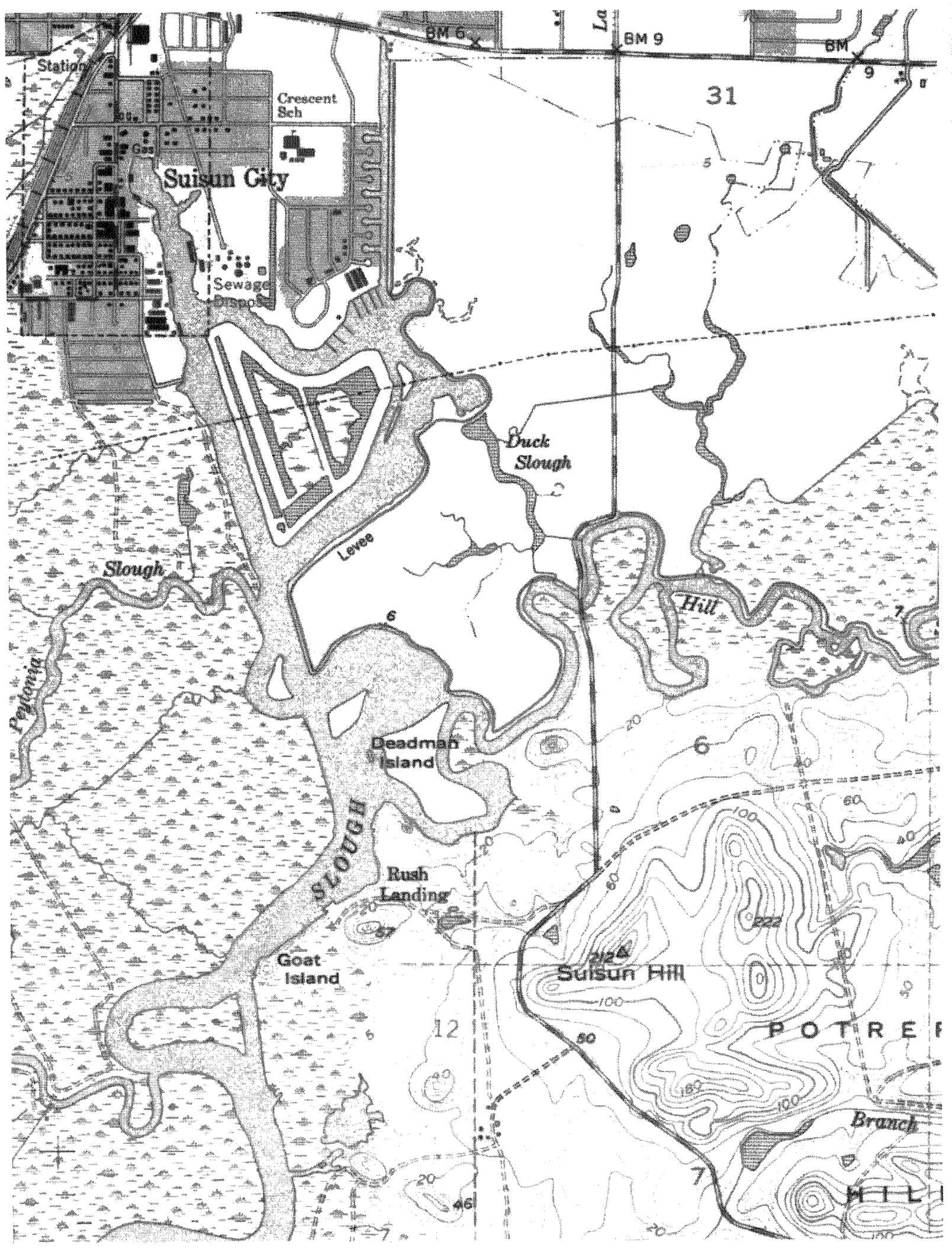
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BM 9
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Station
Crescent
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Gas
Suisun City
Sewage
Disposal
31
Duck
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POTRE
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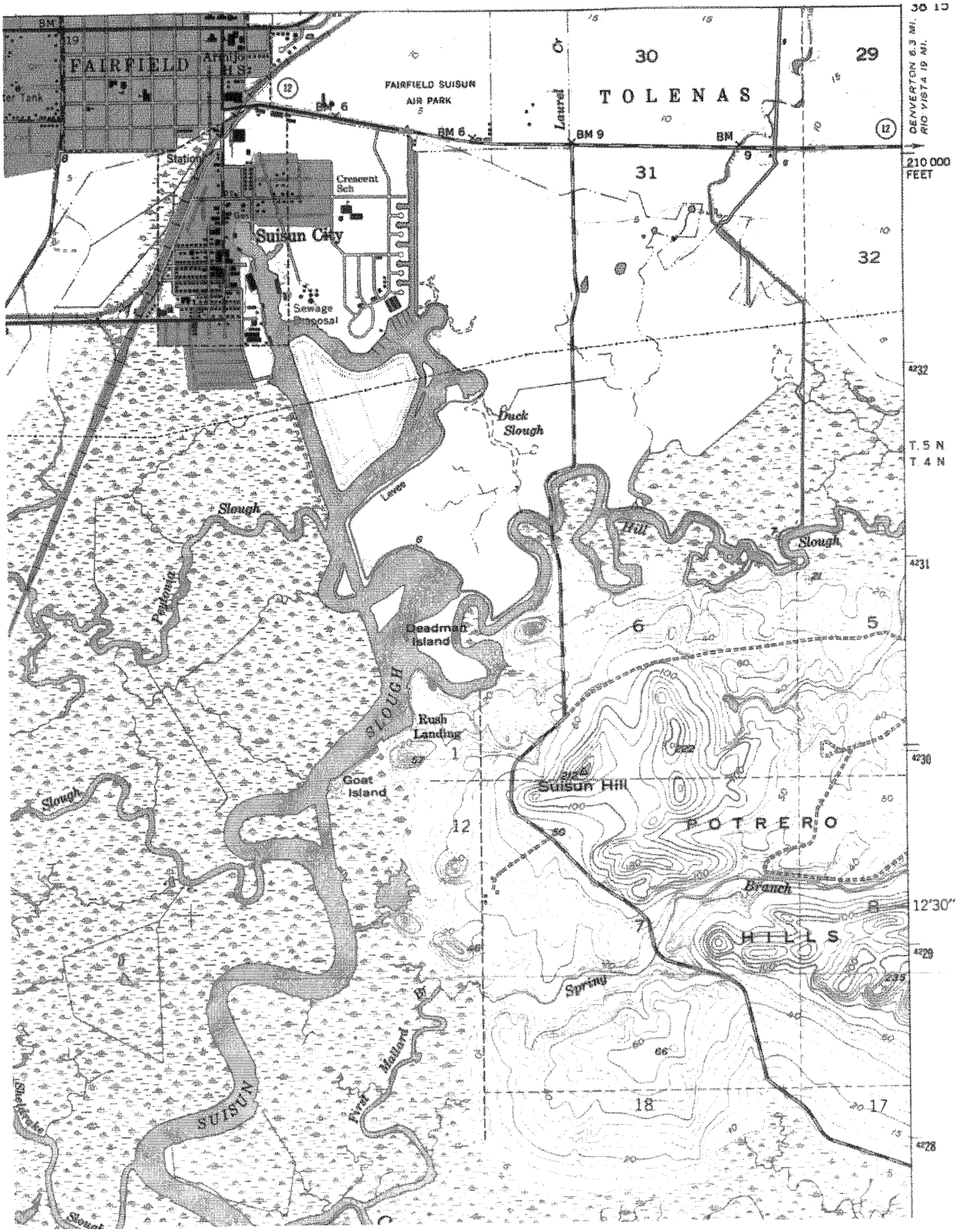

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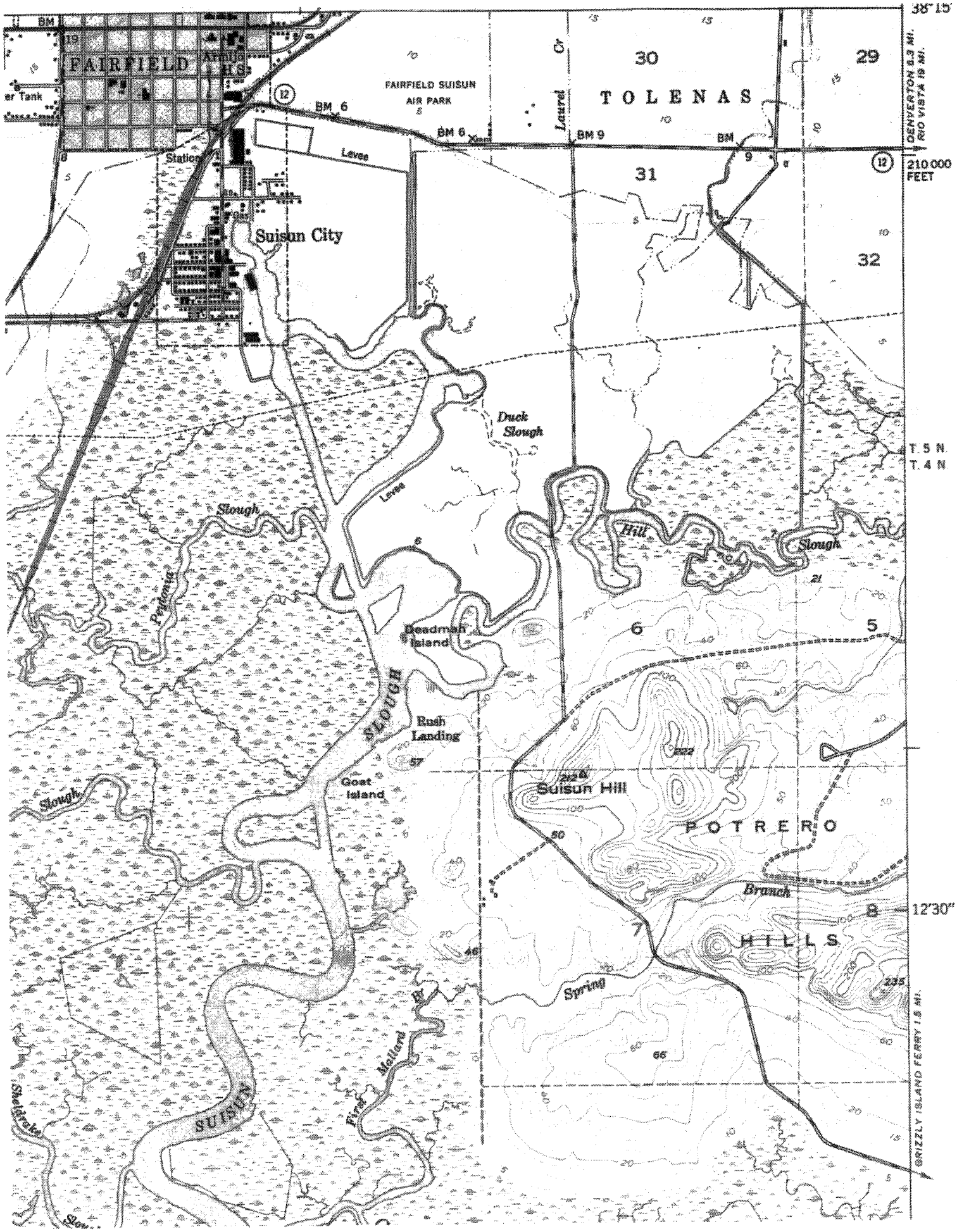
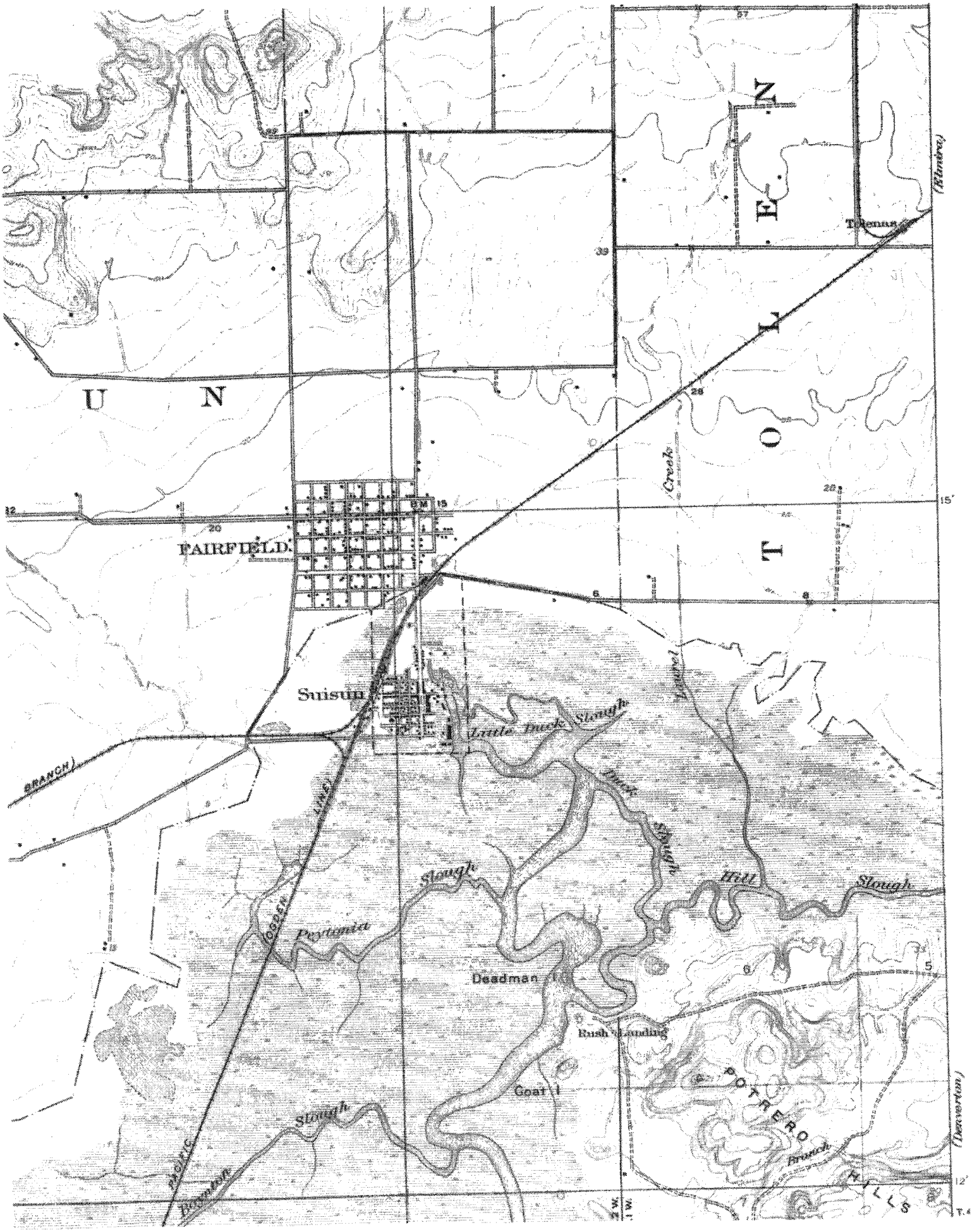
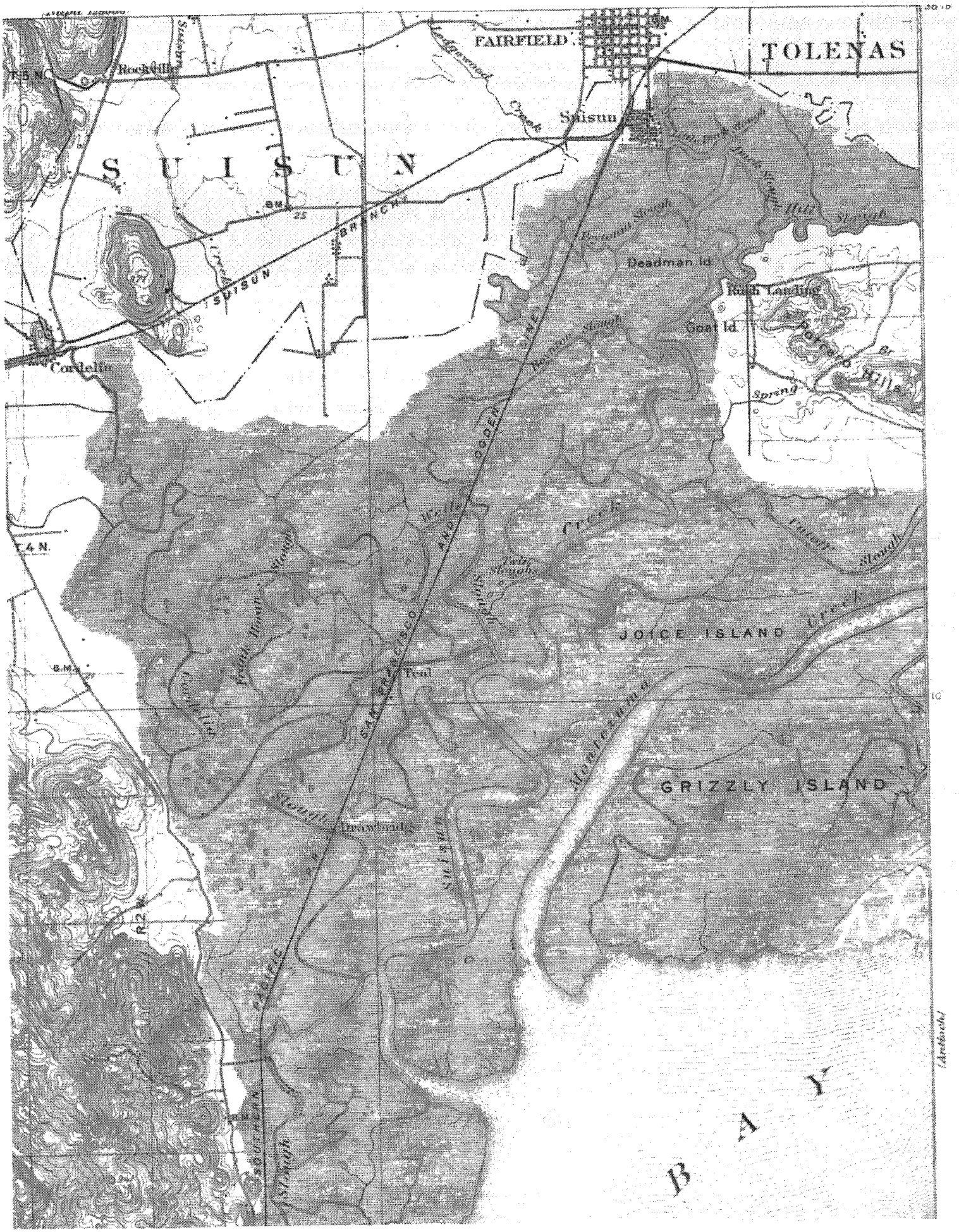


N ^ EDR INQUIRY# 1613299.4 ADJOINING QUAD: FAIRFIELDSOUTH YEAR: 1950 Series: 7.5' Scale: 1:24,000

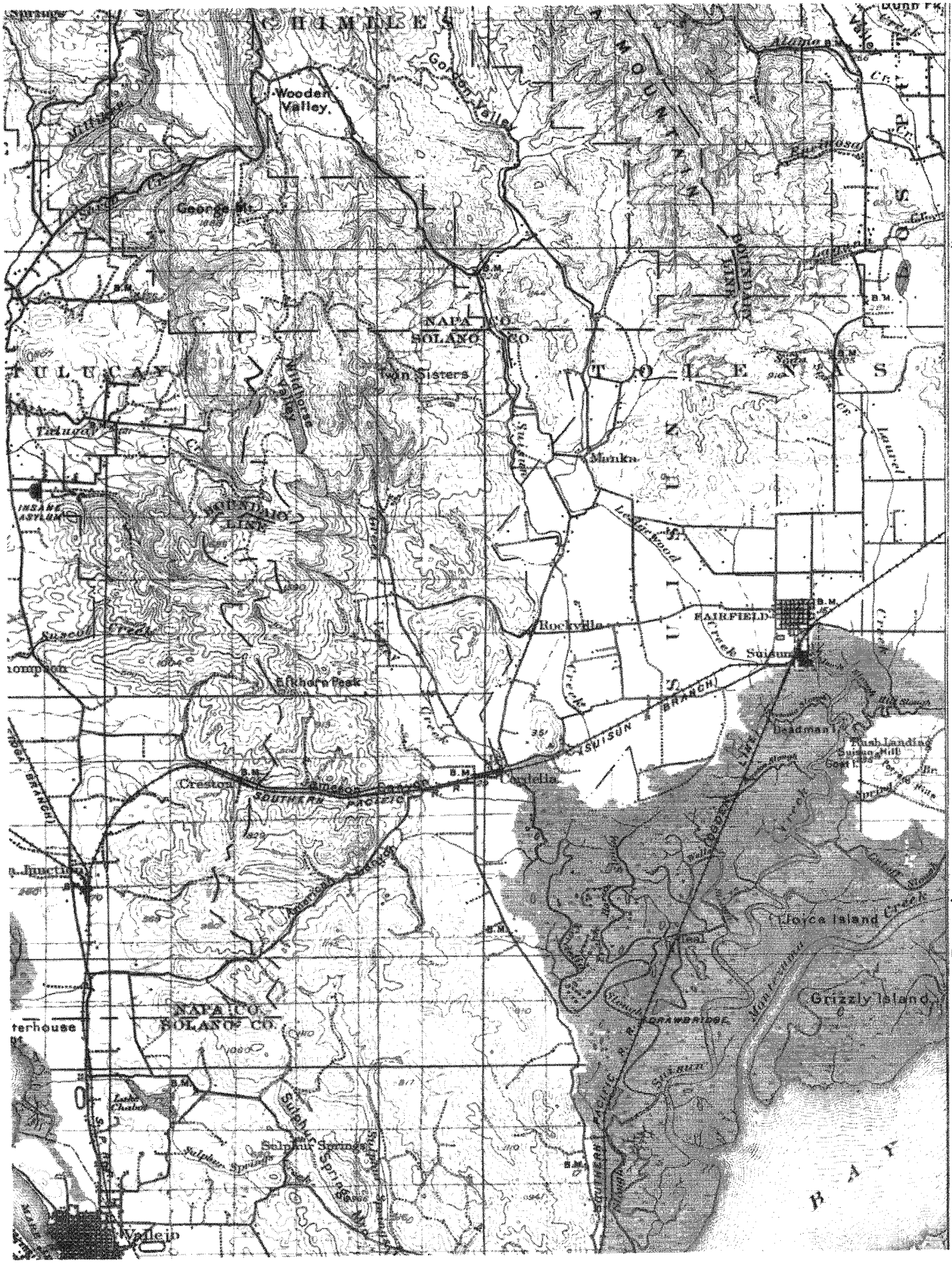
N A EDR INQUIRY# 1613299.4 ADJOINING QUAD: PORTCHICAGO YEAR: 1947 Series: 15' Scale: 1:50,000



N A FDR INQUIRY# 1613299.4 ADJOINING QUAD: SUISUN YEAR: 1918 Series: 7.5' Scale: 1:31,680



N A FDR INQUIRY# 1613299.4 ADJOINING QUAD: CARQUINEZ YEAR: 1911 Series: 15' Scale: 1:62,500



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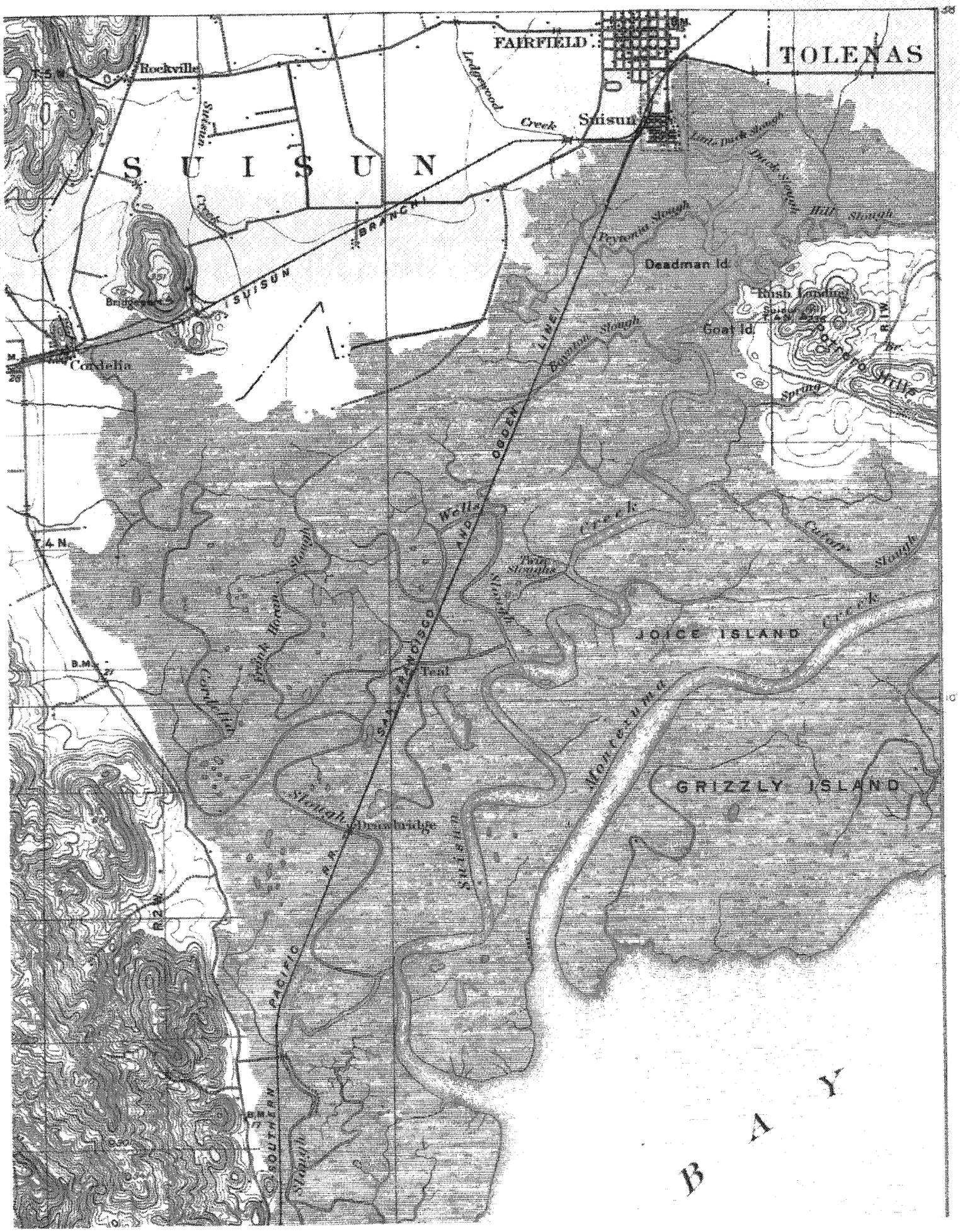

N A EDR INQUIRY# 1613299.4 ADJOINING QUAD: KARQUINES YEAR: 1898 Series: 15' Scale: 1:62,500

The EDR-City Directory
Abstract

Suisun City Retail Center
1399 Peterson Road
Suisun City, CA 94585

Inquiry Number: 1613299.5

Thursday, February 16, 2006

EDR® Environmental Data Resources Inc

The Standard in Environmental Risk Management Information

440 Wheelers Farms Road
Milford, Connecticut 06461

Nationwide Customer Service

Telephone: 1-800-352-0050
Fax: 1-800-231-6802
Internet: www.edrnet.com

City Directory Abstract

Environmental Data Resources, Inc.'s (EDR) City Directory Abstract is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Abstract includes a search and abstract of available city directory data. The city directory is a sophisticated tool for locating individuals and businesses. With each address, the directory lists the name of the corresponding occupant.

References

To meet the prior use requirements of ASTM E 1527-05, Section 8.3.2, the following *standard historical sources* may be used: aerial photographs, fire insurance maps, property tax files, land title records (although these cannot be the sole historical source consulted), topographic maps, city directories, building department records, or zoning/land use records. ASTM E 1527-05, Section 8.3 on Historical Use Information, identifies the prior use requirements for a Phase I environmental site assessment. ASTM E 1527-05 requires *"All obvious uses of the property shall be identified from the present, back to the property's first developed use, or back to 1940, whichever is earlier. This task requires reviewing only as many of the standard historcal sources as are necessary and both reasonably ascertainable and likely to be useful."* (ASTM E 1527-05, Section 8.3.2) *Reasonably ascertainable means information that is publicly available, obtainable from a source within reasonable time and cost constraints, and practically reviewable.*

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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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SUMMARY

- ***City Directories:***

Business directories including city, cross reference and telephone directories were reviewed, if available, at approximately five year intervals for the years spanning 1970 through 2005. (These years are not necessarily inclusive.) A summary of the information obtained is provided in the text of this report.

Date EDR Searched Historical Sources: 2/16/2006

Target Property:
1399 Peterson Road
Suisun City, CA 94585

Year	Uses	Source
1970	Street Not Listed in Research Source	Haines Criss-Cross Directory
1975	Street Not Listed in Research Source	Haines Criss-Cross Directory
1980	Street Not Listed in Research Source	Haines Criss-Cross Directory
1985	Street Not Listed in Research Source	Haines Criss-Cross Directory
1990	Street Not Listed in Research Source	Haines Criss-Cross Directory
1995	Street Not Listed in Research Source	Haines Criss-Cross Directory
2000	Street Not Listed in Research Source	Haines Criss-Cross Directory
2005	Address Not Listed in Research Source	Haines Criss-Cross Directory

Adjoining Properties

SURROUNDING

Peterson Road
Suisun City, CA 94585

Year	Uses	Source
1970	Street Not Listed in Research Source	Haines Criss-Cross Directory
1975	Street Not Listed in Research Source	Haines Criss-Cross Directory
1980	Street Not Listed in Research Source	Haines Criss-Cross Directory
1985	Street Not Listed in Research Source	Haines Criss-Cross Directory
1990	Street Not Listed in Research Source	Haines Criss-Cross Directory
1995	Street Not Listed in Research Source	Haines Criss-Cross Directory
2000	Street Not Listed in Research Source	Haines Criss-Cross Directory
2005	Address Not Listed in Research Source	Haines Criss-Cross Directory

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"Linking Technology with Tradition"®

Sanborn® Map Report

Ship To: Jake Zepeda
Lowney Associates
167 Filbert Street
Oakland, CA 94607

Order Date: 2/13/2006 **Completion Date:** 2/13/2006
Inquiry #: 1613299.3
P.O. #: P15943
Site Name: Suisun City Retail Center
Address: 1399 Peterson Road
City/State: Suisun City, CA 94585
Cross Streets:

Customer Project: Suisun City
1013523VLA 510-267-1970

This document reports that the largest and most complete collection of Sanborn fire insurance maps has been reviewed based on client supplied information, and fire insurance maps depicting the target property at the specified address were not identified.

NO COVERAGE

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APPENDIX C
FEDERAL DOCUMENTS

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region IX
75 Hawthorne Street (OPPA-2)
San Francisco, CA 94105

March 16, 2006

Mr. Jacob Zepeda
Lowney Associates
167 Filbert Street
Oakland, CA, 94607

Re: Freedom of Information Act Request 09-RIN-00227-06

Dear Mr. Zepeda:

This is in response to your Freedom of Information Act request of February 14, 2006 regarding Parcel Numbers 173-280-440 (20.86 acre site) & 173-280-430 (3.02 acre site) located at the northwest & northwest corner of Highway 12 & Walters Road, Suisun City, CA.

I wish to advise you that the Agency has no records responsive to your request. Under the FOIA, you have the right to appeal my no records determination to EPA, Office of Environmental Information, Records, Privacy, and FOIA Branch (2822T), 1200 Pennsylvania Avenue, N.W.,Washington, DC 20460. The appeal must be made in writing, and it must be received at this address no later than 30 calendar days from the date of this letter.

The Agency will not consider appeals received after the 30-day limit. The appeal may include as much or as little related information as you wish, as long as it clearly identifies the determination being appealed (including the assigned FOIA request number (09-RIN-00227-06). For quickest possible handling, the appeal letter and its envelope should be marked "Freedom of Information Act Appeal".

If you have any questions, please contact me, FOIA Officer at (415) 947-4251.

Sincerely,

Ivry I. Johnson
FOIA Officer
Office of Planning & Public Affairs