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8 Campus St. James Larkspur, LLC

FILED

SEP 04 2009

KIM TURNER, Court Executive Officer
MARIN COUNTY SUPERIOR COURT

By: D. Taylor, Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF MARIN

11 CAMPUS ST. JAMES LARKSPUR,
12 LLC, a Delaware limited liability
13 company,

14 Plaintiff,

15 vs.

16 SANITARY DISTRICT NO. 1 OF
17 MARIN COUNTY, a political
18 subdivision, and DOES 1 through 50,
19 inclusive,

20 Defendants.

CASE NO.: CV 094524

COMPLAINT FOR:

1. SPECIFIC PERFORMANCE
2. BREACH OF CONTRACT
3. BREACH OF WARRANTIES
4. CONTRIBUTION AND INDEMNITY UNDER CALIFORNIA HEALTH & SAFETY CODE §§ 25300-25395.45
5. DECLARATORY RELIEF
6. INJUNCTIVE RELIEF

FILE DATE:
TRIAL DATE SET: No Date Set

21 Plaintiff Campus St. James Larkspur, LLC ("CSJ"), alleges as follows:

22 PARTIES

23 1. CSJ is a Delaware limited liability company authorized to do business
24 in the State of California, with its principal place of business in the City of Walnut
25 Creek, Contra Costa County, California.

26 2. CSJ is informed and believes, and on that basis alleges, that defendant
27 Sanitary District No. 1 of Marin County ("the District") is, and at all relevant times
28 was, a special enterprise district located within Marin County, organized under

1813314.1

COMPLAINT

SUMMONS ISSUED

FILED

1 California Health and Safety Code and the Sanitary District Acts of 1891 and 1923
2 and related statutes.

3 3. CSJ is presently unaware of the true names and/or capacities of
4 defendants DOES 1 through 50, inclusive, and therefore sues them by such
5 fictitious names. CSJ is informed and believes, and on that basis alleges, that
6 defendants DOES 1 through 50, inclusive, are responsible in some manner for the
7 acts and/or omissions to act alleged in this complaint. CSJ will seek leave of court
8 to amend this complaint as the true names and capacities of defendants DOES 1
9 through 50, inclusive, are ascertained.

10 4. CSJ is informed and believes, and on that basis alleges, that each
11 named and fictitious defendant was the principal and/or agent and/or partner and/or
12 alter ego and/or employee and/or employer and/or joint venturer of each of the
13 other named and fictitiously-named defendants, and is in some manner legally
14 liable for the conduct and/or omission to act as alleged in this action. CSJ is also
15 informed and believes, and on that basis alleges, that each named and fictitiously-
16 named defendant was at all material times acting within the scope of one or more of
17 such relationships and with the express and/or implied knowledge, direction,
18 approval and/or ratification of each of the other named or fictitiously-named
19 defendants.

20 GENERAL ALLEGATIONS

21 THE PROPERTY

22 5. In or about September 1998, the District issued a Request for
23 Qualifications for the development of a portion of that certain real property located
24 at and commonly known as 2000 Larkspur Landing Circle, Larkspur, California,
25 comprising approximately nine acres (the "Property"). CSJ submitted a response to
26 District's Request for Qualifications.

27 6. In or about January 1999, the District awarded negotiating rights for
28 the Property to Campus Cornerstone Larkspur LLC, CSJ's predecessor in interest,

1 (hereinafter references to "CSJ" include Campus Cornerstone Larkspur LLC where
2 appropriate) and, in or about February 1999, CSJ and the District entered into an
3 Exclusive Negotiating Rights Agreement.

4 OPTION AGREEMENT

5 7. On or about October 6, 1999, CSJ, entered into a written Option
6 Agreement with the District (the "Option Agreement") in which the District granted
7 CSJ an option to purchase the Property for \$12,500,000, plus an amount based on
8 the final Transportation Impact Fee imposed by the City of Larkspur ("City").

9 8. Under the Option Agreement, CSJ agreed to pay the District \$100,000
10 as consideration for the option, plus \$50,000 every six months for the initial two
11 years of the option term. In addition, the Option Agreement allowed CSJ to extend
12 the option up to four times, for six months each, for an additional \$50,000 per
13 extension. If CSJ exercised its option to purchase the Property, the option
14 payments would be credited against the purchase price. Pursuant to the Option
15 Agreement, CSJ paid the District a total of \$450,000 in option payments.

16 9. The Option Agreement provides that the Property would be sold to
17 CSJ in "as-is" condition subject to several express exceptions and subject to the
18 District's representations and warranties regarding the condition of the Property and
19 the existence of and removal of "Hazardous Materials" (as defined in Section 9.1 of
20 the Option Agreement) on the Property.

21 10. Pursuant to section 9.1 of the Option Agreement, the District agreed to
22 be responsible for the removal of any and all Hazardous Materials on the Property.
23 District's obligation to perform and pay for the removal of the Hazardous Materials
24 survived the closing of the sale and continues until all applicable governmental
25 authorities have certified that no further remediation is required.

26 11. In addition, the District specifically agreed, pursuant to section 9.3 of
27 the Option Agreement, to remove all remaining above and below ground
28 improvements existing on the Property and to grade the Property in accordance

1 with the grading plan prepared by Nute Engineering (the "Grading Plan"). The
2 Option Agreement also required the District to certify the fill material used for
3 grading the Property as not containing Hazardous Materials and also provided CSJ
4 the right to approve such fill material.

5 12. District's representations and warranties in the Option Agreement also
6 survived the closing of the sale of the Property to CSJ. Several such
7 representations and warranties provided by the District dealt with the condition of
8 the Property and the existence of Hazardous Materials on the Property. Pursuant to
9 section 11.1e, the District represented that it had no knowledge or notice of any
10 portion of the Property failing to comply with or violating any laws or regulations
11 and, pursuant to section 11.1h, the District warranted that no Hazardous Materials
12 are or were located on, in or under any portion of the Property.

13 13. The Option Agreement provides in section 22, that the prevailing party
14 in any dispute would be entitled to recover all reasonable attorneys' fees and costs
15 and expenses of any type.

16 14. CSJ initially planned on developing the Property as an office project
17 and hotel. After executing the Option Agreement, it began working with the City to
18 obtain approvals for its development plans. During the application and approval
19 process, however, the City made it clear that it preferred the development of the
20 Property for residential use and a hotel, as opposed to an office project and a hotel.
21 Accordingly, with the District's knowledge and consent, CSJ applied for the
22 necessary approvals from the City to develop the Property for residential use (the
23 "Residential Property") and a hotel (the "Hotel Parcel").

24 PURCHASE AGREEMENT AND AMENDMENTS

25 15. On or about February 3, 2006, CSJ exercised its rights under the
26 Option Agreement to purchase the Property from the District, and the parties
27 entered into a written Real Property Purchase Agreement (the "Purchase
28 Agreement").

1 16. By its terms, upon CSJ's exercise of the option, the Option Agreement
2 became a binding contract between CSJ and the District for the purchase and sale of
3 the Property. In addition, pursuant to section 1 of the Purchase Agreement, all of
4 the provisions of the Option Agreement applicable to the sale and purchase of the
5 Property (e.g., District's representations, warranties, and obligations regarding the
6 condition of the Property and the removal of Hazardous Materials located on the
7 Property) were expressly incorporated into the Purchase Agreement.

8 17. Under section 8 of the Purchase Agreement, the District re-affirmed its
9 representations and warranties from the Option Agreement regarding, among other
10 things, the condition of the Property and the absence of Hazardous Materials.
11 Under section 7.1 of the Purchase Agreement, District also acknowledged its
12 obligations under the Option Agreement to remediate any and all Hazardous
13 Materials on the Property.

14 18. The Purchase Agreement expressly incorporated the attorneys' fees
15 provision from the Option Agreement.

16 19. Pursuant to the Option Agreement, CSJ's option payments were
17 applied against the purchase price for the Property.

18 20. On or about November 7, 2006, CSJ and the District entered into a
19 written Amendment to Option Agreement and Purchase Agreement (the
20 "Amendment").

21 21. Pursuant to section 8 of the Amendment, the District again re-affirmed
22 and agreed to its obligations regarding the removal of improvements on the
23 Property and the remediation of any and all Hazardous Materials discovered on the
24 Property.

25 22. The Amendment further provided for a bifurcated closing on the
26 Property with respect to the Hotel Parcel and the Residential Property, so that CSJ
27 could assign certain of its interests in the Property prior to closing with the District.
28 The District also explicitly approved CSJ's assignment of those interests.

1 demolished and crushed the Treatment Plant concrete structures into fill material
2 and used them for grading at the Property. Despite CSJ's repeated requests, the
3 District refused to provide information as to the origins of any contaminated fill
4 material, refused to provide certification that the fill material did not contain any
5 Hazardous Materials, as it was required to do under the Option Agreement, and
6 refused to perform further testing as to the soils and ground water on the Property.

7 30. In or about October 2003, CSJ requested further investigation be
8 conducted with respect to the fill material. In response, the District performed an
9 investigation of the fill. The report of this investigation identified Hazardous
10 Materials on the Property and proposed that remedial action be taken. The District
11 began such remediation efforts in or about September 2005.

12 31. The District conducted this remediation at its sole expense, presented
13 no invoices to CSJ for the costs of such remediation, and did not express any
14 intention to recover any costs for its remediation of the Property from CSJ.

15 32. In or about May 2006, the District produced a report detailing its
16 efforts to remediate the Hazardous Materials that had been discovered on the
17 Property and, with CSJ's assistance, submitted the report and other materials
18 related to its remediation efforts on a portion of the Property to the California
19 Department of Toxic Substances Control ("DTSC") for approval. On or about
20 October 20, 2006, DTSC issued a letter stating that the remaining contamination
21 discovered as of that date was within the acceptable range and that no further
22 remediation was necessary. DTSC also stated, however, that if previously
23 unidentified contamination was discovered at the Property, additional assessment,
24 investigation and cleanup may be required.

25 33. On or about December 15, 2006, JLH's environmental consultants
26 reported to CSJ and the District that the Property contained additional Hazardous
27 Materials including, but not limited to, concentrations of PCBs far in excess of
28 those that DTSC considers acceptable. As a result of these findings, the "no further

1 action" letter previously issued by DTSC was of no further force or effect.

2 34. In or about May 2007, the District began a program designed to
3 remove the PCB contaminated soils from the Property. The District began this
4 remediation program without a permit from the City and, as a result, the City soon
5 ordered that the District cease all remediation work until it obtained the necessary
6 permits. In or about September 2007, CSJ intervened and asked the City to allow
7 the District's remediation work to continue. As a result, the City issued the
8 required permits to the District so that it could continue its remediation efforts.

9 35. The District conducted this additional remediation work at its sole
10 expense and, once again, presented no invoices to CSJ for the costs of such
11 remediation and did not express any intention whatsoever to seek recovery of any
12 of the costs for its remediation of the Property from CSJ.

13 36. As the remediation work on the Property continued, it gradually
14 became apparent that the scope and cost of the remediation necessary to remove the
15 PCB contaminated soils would be much larger than the District originally
16 anticipated.

17 37. In or about November, 2007, the District for the first time contended
18 that it expected to be reimbursed by CSJ for the costs it incurred in remediating the
19 Property and temporarily ceased all further remediation efforts. The District also
20 claimed that remediation would not resume until CSJ reimbursed the District for all
21 prior remediation costs incurred by the District and assumed responsibility for
22 paying for all future remediation costs.

23 38. In or about November 2007, the District also informed CSJ that the
24 environmental investigations had discovered the likely cause of the PCB
25 contamination of the Property. Pursuant to such investigations, CSJ is informed
26 and believes, and on that basis alleges, that the PCB contamination of the Property
27 originated in plasticizer contained in the paint that the District applied to the
28 concrete structures on the Property, including the Treatment Plant improvements

1 that were demolished by the District and crushed into fill material used at the
2 Property. Until November 2007, CSJ had no knowledge or suspicions that the
3 District itself was directly responsible for contaminating the Property with
4 Hazardous Materials by using fill material that contained PCBs.

5 39. It was only after CSJ agreed to advance half of the costs of an
6 investigation into the extent of the contamination, under a full and broad reservation
7 of rights, that the District began an attempt to determine both the scope of the
8 District's direct contamination of the Property with PCBs and other Hazardous
9 Materials and the costs of remediating the contamination from the Property. Based
10 upon such investigations, it is currently estimated that the cost to remediate the
11 contamination of the Property will be several million dollars.

12 THE CLAIMS AGAINST DISTRICT

13 40. District is directly responsible for the contamination of the Property
14 with Hazardous Materials including, but not limited to, PCBs in the soil at the
15 Property. The District breached, and continues to breach, its contractual obligations
16 under the Option Agreement, the Purchase Agreement and the Amendment
17 (collectively "the District-Campus Agreements") to remove and remediate such
18 Hazardous Materials. The District also violated various federal and state
19 environmental laws in connection with its contamination of the Property.

20 41. As a result of the District's direct contamination of the Property and
21 refusal to continue its remediation efforts, CSJ has been forced to incur, and
22 continues to incur, substantial costs for, among other things, investigation,
23 monitoring, assessment and evaluation of the soils on the Property. CSJ has also
24 been forced to incur, and continues to incur, attorney and consultant fees in
25 responding to issues surrounding the contamination of the Property. The exact
26 amount of such costs will be proven at trial, and will continue to increase as a result
27 of the District's refusal to comply with its obligations under the District-Campus
28 Agreements and applicable law.

1 Closing. Among the many representations and warranties made to CSJ, the District
2 promised that no Hazardous Materials were located on any portion of the Property
3 or have affected any portion of the Property. The District promised that it has not
4 received any notice of information regarding any portion of the Property's failure to
5 comply with, or violation of, any applicable law, rule, regulation, ordinance, or
6 government directive. The District also promised that no environmental
7 proceedings would affect the use and operation of any portion of the Property.

8 47. The District reaffirmed the representations and warranties it made in
9 Section 11 of the Option Agreement in Sections 5, 6, 7 and 8 of the Purchase
10 Agreement. In fact, in Section 7.2(j) of the Purchase Agreement, the District
11 promised to execute a certificate upon Closing certifying that the representations
12 and warranties described in Section 11 of the Option Agreement are true, complete
13 and accurate as of the Closing Date and that there has been no material adverse
14 change in, or damage to, the Property or its use or operation from the date of the
15 Purchase Agreement.

16 48. As a result of contaminating the Property with PCBs, the District
17 cannot certify that its representations and warranties are true because the Property
18 contains unsafe levels of Hazardous Materials, the Property fails to comply with
19 several federal and state environmental laws and regulations, and, if the
20 contamination were not remediated, future environmental proceedings would affect
21 the use and operation of the Property.

22 49. CSJ is informed and believes, and based thereon alleges, that
23 unbeknownst to CSJ, the Property was contaminated with PCBs when CSJ signed
24 the Option Agreement, and the Property is still contaminated with PCBs as of the
25 time of filing of this complaint. Thus, the District breached Section 11 of the
26 Option Agreement because the representations and warranties contained in Section
27 11 of the Option Agreement were not true, complete, and accurate on the date CSJ
28 signed the Option Agreement or on the date CSJ exercised its Option. Further, the

1 District has repudiated its obligations to remediate the Property. Until District's
2 repudiation, CSJ understood that District intended to address and remediate any
3 Hazardous Materials found at the Property, consistent with its obligations under the
4 District-Campus Agreements. The District's repudiation of its future obligations to
5 turn over the Property free of Hazardous Materials and to certify at the time of
6 closing that its representations and warranties are true, complete and accurate is a
7 separate breach of Section 11 of the Option Agreement.

8 50. The District-Campus Agreements are certain in their terms. The
9 Property is described by the District-Campus Agreements in specific terms that
10 allow it to easily be identified. The District must meet the conditions of closing
11 described in the District-Campus Agreements before it transfers the Property to
12 CSJ. If those conditions of closing are met, CSJ has an obligation to pay the
13 District a specified sum of money.

14 51. CSJ has provided the District adequate consideration and the terms of
15 the District-Campus Agreements are fair, just and reasonable, as to the District.

16 52. CSJ has performed all of its obligations under the District-Campus
17 Agreements. Any obligation that it has not performed is excused by the District's
18 breach and its failures to perform under the District-Campus Agreements.

19 53. The District has failed and refused, and continues to fail and refuse, to
20 perform its obligations under the District-Campus Agreements, including its
21 obligation to remediate the Hazardous Materials on the Property, and to execute and
22 deliver to CSJ a sufficient conveyance of the Property, as required by the District-
23 Campus Agreements.

24 54. The District has materially breached the District-Campus Agreements,
25 as described in this complaint.

26 55. The subject of the District-Campus Agreements is unique real
27 property, and CSJ's legal remedy of damages is inadequate.

28 56. CSJ is entitled to an order compelling the District to specifically

1 perform its obligations under the District-Campus Agreements, including its
2 obligation to remediate and remove any and all Hazardous Materials on the
3 Property, and to execute and deliver to CSJ a sufficient conveyance of the Property.

4 57. CSJ also is entitled to incidental compensation for District's delay in
5 meeting its "Site Obligations" and "Limited Site Obligations," as those terms are
6 defined in the Amendment, measured by the liquidated damages provisions in the
7 District-Campus Agreements, in an amount to be proven at trial.

8 58. As a further result of District's breach of the District-Campus
9 Agreements, CSJ is entitled to recover its attorneys' fees and costs.

10 **SECOND CAUSE OF ACTION**

11 **(Breach of Contract Against District and DOES 1 through 50, inclusive)**

12 59. CSJ re-alleges paragraphs 1 through 58 and incorporates them by
13 reference.

14 60. Pursuant to the District-Campus Agreements, District was and is
15 contractually obligated to remediate any and all Hazardous Materials on the
16 Property, at its sole expense. Specifically, pursuant to sections 9.1 and 9.3 of the
17 Option Agreement, section 7.1 of the Purchase Agreement, and section 8 of the
18 Amendment, District is responsible for, among other things, remediating and
19 removing all Hazardous Materials on the Property and obtaining governmental
20 certification that any and all Hazardous Materials have been satisfactorily
21 remediated and removed.

22 61. The District has materially breached the District-Campus Agreements,
23 as described in this complaint.

24 62. CSJ has performed all of its obligations under the District-Campus
25 Agreements. Any obligation that it has not performed is excused by the District's
26 breach and its failures to perform under the District-Campus Agreements.

27 63. As a direct and proximate result of the District's breaches of the
28 District-Campus Agreements, CSJ has incurred, continues to incur and/or will incur

1 costs and monetary damages currently believed to be in excess of Fifteen Million
2 Dollars (\$15,000,000), with the exact amount to be proven at trial.

3 64. As a further result of District's breach of the District-Campus
4 Agreements, CSJ is entitled to recover its attorneys' fees and costs.

5 **THIRD CAUSE OF ACTION**

6 **(Breach of Warranties Against District and DOES 1 through 50, inclusive)**

7 65. CSJ re-alleges paragraphs 1 through 64 and incorporates them by
8 reference.

9 66. The District has materially breached the express and implied
10 representations and warranties it made in the District-Campus Agreements, as
11 described in this complaint.

12 67. CSJ has performed all of its obligations under the District-Campus
13 Agreements. Any obligation that it has not performed is excused by the District's
14 breach and its failures to perform under the District-Campus Agreements.

15 68. As a direct and proximate result of the District's breaches of its
16 express and implied representations and warranties, CSJ has incurred, continues to
17 incur and/or will incur costs and monetary damages currently believed to be in
18 excess of Fifteen Million Dollars (\$15,000,000), with the exact amount to be
19 proven at trial.

20 69. As a further result of the District's breach of the District-Campus
21 Agreements, CSJ is entitled to recover its attorneys' fees and costs.

22 **FOURTH CAUSE OF ACTION**

23 **(Contribution and Indemnity Under CHSAA**

24 **Against District and DOES 1 through 50, inclusive)**

25 70. CSJ re-alleges paragraphs 1 through 69 and incorporates them by
26 reference.

27 71. Any person who has incurred removal or remedial action costs may
28 seek contribution or indemnity from any person who is liable. (Health & Safety

1 Code § 25363(e).)

2 72. District is a "responsible party" or "liable person" pursuant to Health
3 & Safety Code § 2563.5.

4 73. The Property is a "site" pursuant to Health & Safety Code § 25323.9.

5 74. "Hazardous substances," as defined in Health & Safety Code § 25316,
6 were "released" at the Property, as "release" is defined in Health & Safety Code §
7 25320, during the time District acted as the owner, operator and/or generator.

8 75. CSJ has incurred necessary "response costs" in the remediation of the
9 Property and/or removal of the hazardous substances. (Health & Safety Code §§
10 25360, 25363 and 25323.3.) The exact amount of such costs, which CSJ is
11 continuing and will continue to incur, will be proven at trial.

12 76. CSJ therefore requests judgment be entered in favor CSJ and against
13 the District, pursuant to Health & Safety Code 25363(e), for contribution or
14 indemnity with respect to the response costs CSJ has incurred and will continue to
15 incur in the future.

16 77. CSJ also requests that the court grant all other available and
17 appropriate relief under CHSAA including, but not limited, cost recovery, civil
18 penalties, declaratory relief and/or injunctive relief.

19 78. CSJ has given or will give written notice of this action to the Director
20 of the DTSC pursuant to Health & Safety Code § 25363(e).

21 **FIFTH CAUSE OF ACTION**

22 **(Declaratory Relief Against District and DOES 1 through 50, inclusive)**

23 79. CSJ re-alleges paragraphs 1 through 78 and incorporates them by
24 reference.

25 80. An actual controversy has arisen between CSJ and the District with
26 respect to, among other things, their rights and duties under the District-Campus
27 Agreements, the District's obligations with respect to conducting and/or paying for
28 past and future remediation of Hazardous Materials on the Property, the District's

1 liability under CHSAA, and the District's responsibility for damages caused by its
2 contamination of the Property.

3 81. The actual controversy has arisen as a result of the acts and/or
4 omissions to act by the District as alleged in this complaint.

5 82. CSJ requests this court to resolve any and all actual controversies
6 between CSJ and the District regarding their rights and duties under the District-
7 Campus Agreements, the District's obligations with respect to conducting and
8 paying for past and future remediation of the Property, the District's liability under
9 CHSAA, and the District's responsibility for damages caused by its contamination
10 of the Property.

11 83. A judicial declaration as to the rights and interests of CSJ and the
12 District as requested is necessary and appropriate at this time based upon the
13 allegations contained in this complaint.

14 **SIXTH CAUSE OF ACTION**

15 **(Injunctive Relief Against District and DOES 1 through 50, inclusive)**

16 84. CSJ re-alleges paragraphs 1 through 83 and incorporates them by
17 reference.

18 85. An actual controversy has arisen between CSJ and the District with
19 respect to, among other things, their rights and duties under the District-Campus
20 Agreements, the District's obligations with respect to conducting and paying for
21 past and future remediation of the Property, the District's liability under CHSAA,
22 and the District's responsibility for damages caused by its contamination of the
23 Property.

24 86. The actual controversy has arisen as a result of the acts and/or
25 omissions to act by the District as alleged in this complaint.

26 87. Pursuant to the District-Campus Agreements, the District is obligated
27 to remediate such contamination and to pay all costs of such remediation. The
28 District has refused, and continues to refuse, to remediate the Property and/or to pay

1 for the cost of such remediation.

2 88. As a result of the foregoing, irreparable harm will befall CSJ if the
3 court does not issue mandatory preliminary and permanent injunctions requiring the
4 District to remediate any and all Hazardous Materials on the Property and/or to pay
5 for the cost of such remediation.

6 89. CSJ likely will prevail on all or some of the causes of action stated in
7 the complaint and there is no adequate remedy at law other than immediate
8 injunctive relief.

9 90. CSJ requests the court to impose mandatory temporary and permanent
10 injunctions requiring the District to either remediate all Hazardous Materials on the
11 Property and/or to pay for the costs of such remediation.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, CSJ prays for judgment against the District as follows:

14 (1) For an order compelling the District to specifically perform its
15 obligations under the District-Campus Agreements, including its obligation to
16 remediate and remove any and all Hazardous Materials on the Property, and to
17 execute and deliver to CSJ a sufficient conveyance of the Property;

18 (2) For incidental compensation for the District's delay in meeting its Site
19 Obligations and Limited Site Obligations, measured by the liquidated damages
20 provisions in the District-Campus Agreements, in an amount to be proven at trial;

21 (3) For compensatory damages in excess of Fifteen Million Dollars
22 (\$15,000,000), with the exact amount to be proven at trial;

23 (4) For all past and future response costs incurred by CSJ, in an amount to
24 be proven at trial;

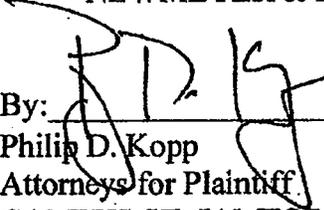
25 (5) For contribution or indemnity from the District with respect to past and
26 future response costs incurred by CSJ, and with respect to all costs, damages,
27 expenses or claims resulting from claims related to the contamination on, at or near
28 the Property;

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- (6) For an order declaring the parties' rights and/or obligations with respect to, among other things, the District-Campus Agreements, conducting and paying for past and future remediation of contamination on, at or near the Property, the CHSAA, and damages caused by the District's contamination of the Property;
- (7) For mandatory temporary and permanent injunctions requiring the District to remediate all Hazardous Materials on the Property and/or to pay for the costs of such remediation;
- (8) For pre-judgment and post-judgment interest as allowed by law;
- (9) For attorneys' fees and costs pursuant to the District-Campus Agreements and as allowed by law; and,
- (10) For such other relief as the court deems just and proper.

Dated: September 3, 2009

NEWMAYER & DILLION, LLP

By: 
Philip D. Kopp
Attorneys for Plaintiff
CAMPUS ST. JAMES LARKSPUR, LLC