

**Appendix A**  
**Land-use Covenants and Title Report**

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LEAD SHEET

00-1521450

RECORDED/FILED IN OFFICIAL RECORDS  
 RECORDER'S OFFICE  
 LOS ANGELES COUNTY  
 CALIFORNIA  
 11:21 AM SEP 27 2000

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

FEE		D.T.T.
<div style="border: 1px solid black; padding: 2px; display: inline-block;">FREE V</div>		
CODE 20		
CODE 19		
CODE 9		

Assessor's Identification Number (AIN)  
To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

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00-1521450

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Recording Requested by:  
David J. Earle  
Law Offices of David J. Earle  
138 North Brand Boulevard  
Suite 303  
Glendale, California 91203  
818.242.4700

When Recorded Return to:  
Department of Toxic Substances Control  
Southern California Branch  
Site Mitigation Cleanup Operations  
5796 Corporate Avenue  
Cypress, CA 90630  
Attention: Nennet Alvarez, Chief

Space Above For L.A. County Recorder's Use Only

**COVENANT TO RESTRICT USE OF PROPERTY**

(Health and Safety Code section 25355.5)

**ENVIRONMENTAL RESTRICTIONS**

(Civil Code section 1471)

WHEREAS, Triton Diagnostics, Inc., a wholly-owned subsidiary of Shell Oil Company, (the "Covenantor"), is the owner of certain real property (the "Property") in the County of Los Angeles which is legally described below; and

WHEREAS, the Department of Toxic Substances Control (the "Department"), pursuant to Civil Code section 1471, has determined that the Covenants contained herein are reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the Property of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260.

NOW THEREFORE, The Covenantor and the Department, collectively referred to as the "Parties", hereby agree, pursuant to Civil Code section 1471 and H&SC section 25355.5 that the use of the Property be restricted as set forth in this Covenant and that this Covenant shall run with the land. The Parties further intend that the provisions of this Covenant also be for the benefit of, and be enforceable by, the U.S. Environmental Protection Agency ("U.S. EPA") as a third party beneficiary.

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ARTICLE I  
STATEMENT OF FACTS

1.01. The property subject to these restrictions (the "Property") is legally described as follows:

Lot 36 of Tract 4671, in the City of Los Angeles, as per map recorded in Book 56, Pages 30 and 31 of Maps, in the office of the County Recorder of the County of Los Angeles.

Together with the Westerly 62 feet of Lot 37 of said Tract, together with those portions of Lot 13 of said Tract and Rosemead Street, shown and dedicated upon said Tract and vacated by the Board of Supervisors of said County, a copy of which vacation recorded in Book 6142, Page 206 of the Official Records of said County which lie easterly of a line parallel with distant Westerly 100 feet from the center line of said Rosemead Street.

EXCEPT from the above mentioned Lots and Street a 100 foot strip of land described in the deed to the Department of Water and Power of the City of Los Angeles recorded in Book 19574, Page 48, in the Official Records of Los Angeles County.

1.02. Attached hereto as Exhibit "A" is a true and exact depiction of a limited portion of the Property that is to be covered by a RCRA-equivalent cap, as more particularly described below; hereinafter referred to as the "Capped Property." The Capped Property is legally described as follows:

Those portions of Lots 36 and 37 of said Tract 4671 in the City of Los Angeles, County of Los Angeles, State of California described as follows:

Beginning at the Southwest corner of said Lot 36; thence North along the West line of said Lot 36 N00°04'55"W a distance of 83.30 feet; thence leaving said West line N89°55'05"E a distance of 2.51 feet to the True Point of Beginning; thence N00°11'01" a distance of 134.77 feet; thence N89°53'45" a distance of 819.11 feet to a point on the West line of said Lot 37, said point being distant N00°04'55"W a distance of 217.31 feet from the Southwest corner of said Lot 37; thence N89°53'45"E a distance of 297 feet; thence S00°35'22"W a distance of 136.11 feet; thence S89° a distance of 295.91 feet to a point on the West line of said Lot 37, said point being N00°04'55"W a distance of 81.58 feet from the Southwest corner of said Lot 37; thence S89°57'50"W a distance of 819.74 feet to the true point of beginning.

The above described property consists of 151,162.93 square feet (3.47 acres).

1.03. The Property is currently being remediated, as more particularly set forth in Section 1.04, below, pursuant to a Record of Decision ("ROD") issued by the U.S. EPA on

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September 5, 1997, on which the Department has given its concurrence. Under the authority vested in the President of the United States by virtue of Section 106(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, ("CERCLA") and as delegated, the U.S. EPA has issued a Unilateral Administrative Order for Remedial Action ("UAORA") in which the U.S. EPA has ordered Shell Oil Company, The Dow Chemical Company, Michelin North America, Inc. on behalf of itself and Uniroyal Goodrich Tire Company, and the Goodyear Tire and Rubber Company (collectively, "Respondents") to implement a remedial action for the remedy described in the ROD. The entire UAORA was recorded on August 3, 1999 in the official records of the Los Angeles County Recorder as Document No. 99-1453930.

1.04. Hazardous substances, as defined in H&SC section 25316 and section 101(14) of the CERCLA (42 U.S.C. § 9601(14)), remain on portions of the Property in soil and groundwater, including but not limited to: volatile organic compounds (benzene, toluene, ethyl benzene and styrene) and semi-volatile organic compounds (anthracene, chrysene, fluorene, naphthalene and phenanthrene). These substances are also hazardous materials as defined in H&SC section 25260. Hydrogen sulfide gas also remains in the soil in and under portions of the Property<sup>1</sup>. To preclude potential residential exposure to these hazardous substances, the ROD provides that a deed restriction prohibiting future residential use of the Waste Pits Area (as defined in the UAORA) and prohibiting any future use that could threaten the integrity of the RCRA equivalent cap be required as part of the site remediation. All of the Property is within the Waste Pits Area. Site remediation also includes the following:

- (1) Installation and maintenance of a synthetic membrane cover ("Cap") over the Capped Property and associated soil gas monitoring. The Cap consists of a low permeability synthetic membrane and other associated layers as more particularly described in Exhibit "B" attached hereto;
- (2) Installation of surface water controls to prevent ponding of water on the Cap and to prevent runoff of water onto adjacent properties;
- (3) Installation and operation of a soil vapor extraction system ("SVE") beneath the Waste Pits Area to achieve the interim soil remediation standards specified in the ROD;
- (4) Installation of security fencing around the treatment units associated with the Cap and the SVE systems; and
- (5) Long-term operation and maintenance of all of the above and related components of the remedy selected in the ROD.

1.05 Risk Assessment. A thorough Risk Assessment of the Property was prepared by Dames & Moore as part of its Final Focused Feasibility Study Report ("FFFSR"), published

<sup>1</sup> Contamination of the groundwater (approximately 60 ft. below surface grade) underlying the Property, which is known to be contaminated with hazardous substances, including benzene, ethyl benzene and phenol, is being addressed by U.S. EPA as a separate Operable Unit.

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on September 4, 1996. Copies of the FFFSR are on file in the Region 9 Office of the U.S. EPA, Superfund Records Center, currently located at 95 Hawthorne Street, San Francisco, CA 94105, at the Torrance Public Library and at the Law Offices of David J. Earle.

ARTICLE II  
DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.04. Del Amo Participating Party. "Del Amo Participating Party" shall mean Shell Oil Company.

2.05. U.S. EPA. "U.S. EPA" means the United States Environmental Protection Agency, and includes its successor agencies, if any.

2.06. CERCLA Lead Agency. "CERCLA Lead Agency" means the governmental entity having the designated lead responsibility to implement response action under the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. U.S. EPA is the CERCLA Lead Agency at the time of the recording of this instrument.

2.07 Monitoring Agent. The Del Amo Participating Party is hereby appointed the "Monitoring Agent" for the environmental covenants and restrictions created herein. By execution of this document, the Del Amo Participating Party has agreed to be responsible for the ongoing monitoring and enforcement of the environmental covenants and restrictions created herein and shall serve in such capacity until replaced by mutual agreement of Triton Diagnostics, Inc. (or the then current owner of the Property), the Department, U.S. EPA and the Del Amo Participating Party. In the event of such replacement, Triton Diagnostics, Inc. (or the then current owner of the Property) shall cause a notice of such replacement to be recorded in the Office of the County Recorder for Los Angeles County, which notice shall reference the Property. The Monitoring Agent shall also be responsible for making a current copy of a site map of the Property which identifies the location of all SVE wells and monitoring wells available for inspection by all owners, tenants and any others with any interest in the Property.

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ARTICLE III  
GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department and U.S. EPA, as a third party beneficiary, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department and U.S. EPA.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property, as required by H&SC section 25359.7.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein and the UAORA shall be incorporated by reference in each and all deeds, leases, assignments, or other transfers, of all or any portion of the Property. Further, each Owner or Occupant shall include in any instrument conveying any interest in all or any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTION AND COVENANT TO RESTRICT USE OF PROPERTY, RECORDED IN THE PUBLIC LAND RECORDS ON   [DATE]  , IN BOOK   , PAGE   , IN FAVOR OF AND ENFORCEABLE BY THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY.

3.05. Conveyance of Property. The Owner shall provide notice to the Department and U.S. EPA not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department and U.S. EPA shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant, including but not limited to Section 2.07.

ARTICLE IV  
RESTRICTIONS

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4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

4.02. Non-Interference with Cap and SVE and Monitoring Systems. Covenantor agrees with respect to the Property:

- (a) Activities that may disturb the Cap (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Property without prior review and written approval by the Monitoring Agent and the CERCLA Lead Agency.
- (b) Activities that may disturb the effectiveness of the SVE system (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Property without prior review and written approval by the Monitoring Agent and the CERCLA Lead Agency. Whether or not a particular activity may disturb the effectiveness of the SVE system shall be determined by the CERCLA Lead Agency.
- (c) Activities that may disturb the effectiveness of the Monitoring well system for either the vadose zone or the groundwater (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Property without prior review and written approval by the Monitoring Agent and the CERCLA Lead Agency. Whether or not a particular activity may disturb the effectiveness of the Monitoring well system shall be determined by the CERCLA Lead Agency.
- (d) All uses and development of the Property shall preserve the integrity of the Cap and SVE system.
- (e) The Cap shall not be altered without prior written approval by the CERCLA Lead Agency.
- (f) Covenantor shall notify the CERCLA Lead Agency of each of the following: (i) the type, cause, location and date of any damage to the Cap and (ii) the type and date of repair of such damage. Notification to the

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CERCLA Lead Agency shall be made as provided below within ten (10) working days of both the discovery of any such disturbance and the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.

4.05. Access for Department and U.S. EPA. The Department and U.S. EPA shall have reasonable right of entry and access to the Property for inspection, monitoring, periodic review, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department and U.S. EPA in order to protect the public health or safety, or the environment. Nothing in this instrument shall limit or otherwise affect U.S. EPA's right of entry and access, or U.S. EPA's authority to take response actions under CERCLA, the National Contingency Plan, 40 C.F.R. Part 300 and its successor provisions, and/or other federal law.

4.06. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing an Operation and Maintenance Agreement with the U.S. EPA or the CERCLA lead agency shall have reasonable right of entry and access to the Property for the purpose of implementing the Operation and Maintenance Agreement until the CERCLA Lead Agency determines such activities are no longer required.

4.07. Access for Monitoring Agent. The Monitoring Agent and Del Amo Participating Party shall have reasonable right of entry and access to the Property for the purpose of ongoing monitoring and enforcement of the environmental covenants and restrictions herein pursuant to paragraph 2.07.

#### ARTICLE V ENFORCEMENT

5.01. Enforcement. The Department and/or U.S. EPA shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. This Covenant shall be enforceable by the Department pursuant to H&SC, Division 20, Chapter 6.5, Article 8 (commencing with section 25180). Failure of the Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the Monitoring Agent and/or the Department and/or U.S. EPA to require that the Covenantor or Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas) constructed or placed upon any portion of the Property in violation of the Restrictions. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA, and violation of this Covenant shall be grounds for the Department and/or U.S. EPA to file civil or criminal actions as provided by law or equity, including but not limited to, nuisance or abatement against the Owner or Occupant as provided by law. In addition, the State of California and the Department shall have all remedies as provided in California Civil Code Section 815.7 as that enactment may be from time to time amended.

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ARTICLE VI  
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233. Unless and until the State of California assumes CERCLA Lead Agency responsibility for Site operation and maintenance, no variance may be granted under this paragraph 6.01 without prior review and prior written concurrence of the variance by U.S. EPA. If requested by the Department or U.S. EPA, any approved variance shall be recorded in the land records by the person or entity granted the variance.

6.02 Termination. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234. Unless and until the State of California assumes CERCLA Lead Agency responsibility for Site operation and maintenance, no termination may be granted under this Paragraph 6.02 without prior review and prior written concurrence of the termination by U.S. EPA.

6.03 Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, after review and prior written concurrence by U.S. EPA, this Covenant shall continue in effect in perpetuity.

ARTICLE VII  
MISCELLANEOUS

7.01. No Dedication or Taking Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing set forth in this Covenant shall be construed to effect a taking under Federal or state law.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2)

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three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Triton Diagnostics  
c/o David J. Earle  
Law Offices of David J. Earle  
138 North Brand Blvd., Suite 303  
Glendale, CA 91203

To Monitoring Agent: Shell Oil Company  
Post Office Box 2463  
Houston, Texas 77252  
Attention: Associate General Counsel  
Safety, Environmental and Technology  
Legal Organization

With copy to: Chuck Paine, Remediation Manager  
Shell Oil Company  
4482 Barranca Pkwy, Suite 180 PMB 171  
Irvine, California 92604

To Department: Department of Toxic Substances Control  
Southern California Branch  
Site Mitigation Cleanup Operations  
5796 Corporate Avenue  
Cypress, CA 90630-4732  
Attention: Nennet Alvarez, Chief

Larry McDaniel  
Staff Counsel  
Department of Toxic Substances Control  
400 P. Street, 4<sup>th</sup> floor  
P.O. Box 806  
Sacramento, CA 95812

To U.S. EPA: U.S. Environmental Protection Agency  
Region IX  
75 Hawthorne Street  
San Francisco, CA 94105-3901  
Attn: Dante Rodriguez, SFD-7-1  
Re: Del Amo Superfund Site

Michele S. Benson  
Office of Regional Counsel, ORC-3  
U.S. EPA Region IX

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75 Hawthorne Street  
San Francisco, CA 94105-3901  
Re: Del Amo Superfund Site

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein, or the application of it to any person or circumstance, is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant, or the application of such portions to persons or circumstances other than those to which it is found to be invalid, shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06. Statutory References. All statutory references include successor provisions.

7.07. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

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IN WITNESS WHEREOF, the Parties execute this Covenant.

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Executed this 23 day of June, 2000 at Irvine, California.

TRITON DIAGNOSTICS, INC.

Chuck Paine  
By: CHUCK PAINE  
Its: AGENT

DEL AMO PARTICIPATING PARTY

SHELL OIL COMPANY  
Chuck Paine  
By: CHUCK PAINE  
Its: REMEDIATION MGR.

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Henriet V. Alvarez  
By: Henriet Alvarez  
Its: Branch Chief

THE U.S. EPA

Keith Takata  
By: KEITH TAKATA  
Its: DIRECTOR  
SUPERFUND DIVISION

00-1521450 13

State of California )  
County of Los Angeles ) ss.

On June 23, 2000, before me, Mindy Marie Ritchie personally appeared Chuck Paine, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person(s) or the entity upon behalf of which the person acted, executed the instrument.  
WITNESS my hand and official seal. [NOTARY SEAL]

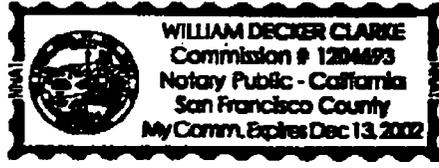
Mindy Marie Ritchie  
Signature of Notary



State of California )  
County of ~~Los Angeles~~ ) ss.

SAN FRANCISCO  
On 17 JULY 2000, before me, William Decker Clarke personally appeared HEON TAKAJA, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person(s) or the entity upon behalf of which the person acted, executed the instrument.  
WITNESS my hand and official seal. [NOTARY SEAL]

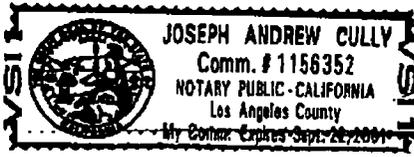
William Decker Clarke  
Signature of Notary



State of California )  
County of Los Angeles ) ss.

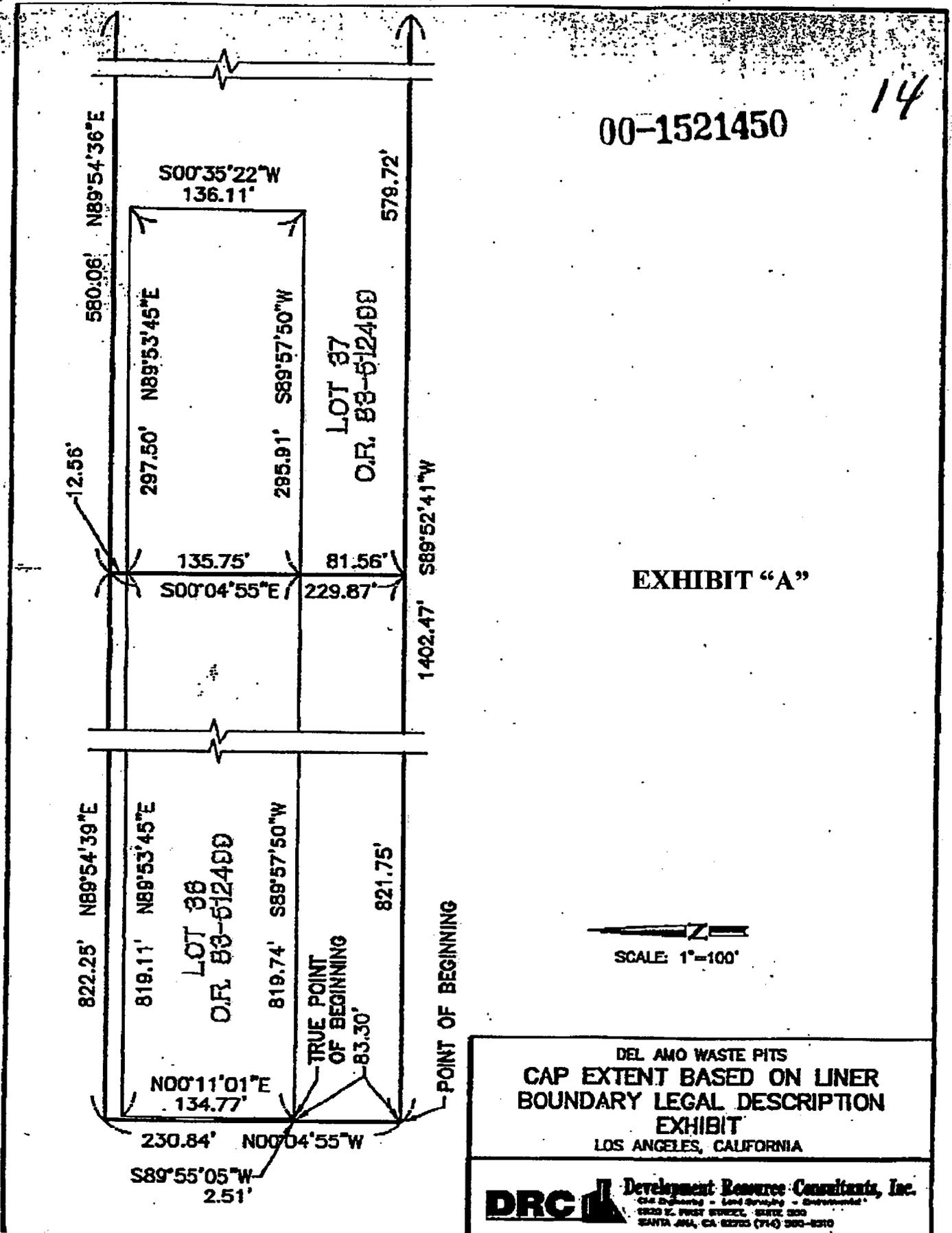
J.P.  
On August 4, 2000, before me, ~~Richard Alvarez~~ Joseph Cully personally appeared Nancy Alvarez, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person(s) or the entity upon behalf of which the person acted, executed the instrument.  
WITNESS my hand and official seal. [NOTARY SEAL]

Joseph Andrew Cully  
Signature of Notary



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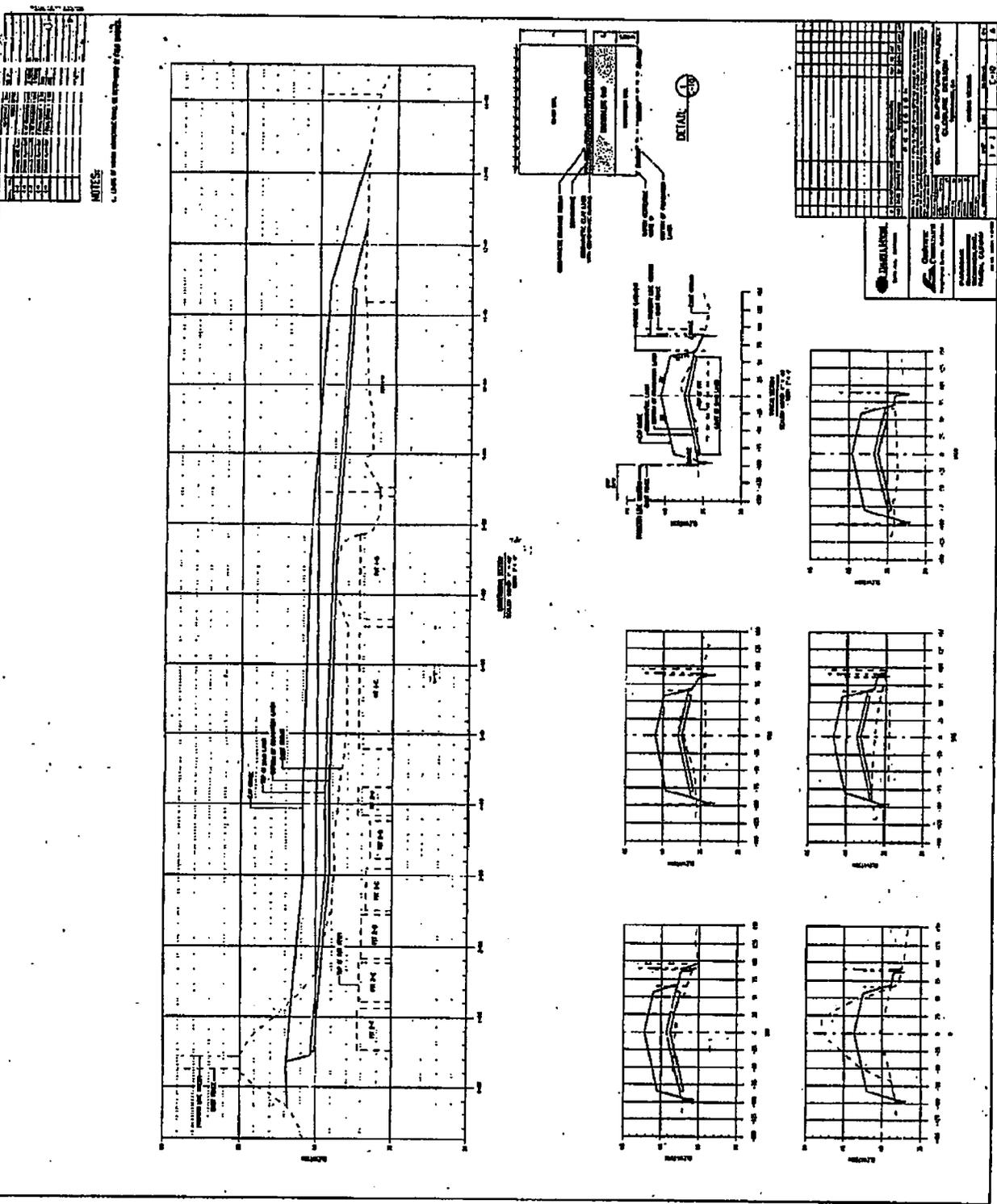
00-1521450



DEL AMO WASTE PITS  
 CAP EXTENT BASED ON LINER  
 BOUNDARY LEGAL DESCRIPTION  
 EXHIBIT  
 LOS ANGELES, CALIFORNIA

**DRC** Development Resource Consultants, Inc.  
 Civil Engineering - Land Grading - Environmental  
 2825 E. FIRST STREET, SUITE 200  
 SANTA ANA, CA 92705 (714) 266-8200

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File Sep 29 10:21:47 1998 S18-B11B2 F:\PARSONS\PLOTS\QUEUES\B11B2\CEC10.PRF

EXHIBIT "B"

00-1521450

RECORDER'S MEMO:  
POOR RECORD IS DUE TO  
QUALITY OF ORIGINAL DOCUMENT

16

00-1521450

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Joseph Andrew Bully

Date Commission Expires Sept 22, 2001

Notary Identification Number 1156352  
(For Notaries commissioned after 1-1-1992)

Manufacturer/Vendor Identification Number VS 11  
(For Notaries commissioned after 1-1-1992)

Place of Execution of this Declaration Norwalk

Date 9/22/00

  
Signature (Firm name if any)

This page is part of your document - DO NOT DISCARD

05 1252930

RECORDED/FILED IN OFFICIAL RECORDS  
 RECORDER'S OFFICE  
 LOS ANGELES COUNTY  
 CALIFORNIA

11:01 AM MAY 27 2005

TITLE(S) :

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LEAD SHEET

FEE

FEE \$	52.00	ZZ
DAF \$	2.00	
C-20		16

D.T.T

CODE

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CODE

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CODE

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Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black Ink

Number of AIN's Shown

THIS FORM NOT TO BE DUPLICATED

**RECORDING REQUEST BY**

**WHEN RECORDED MAIL TO**

**NAME** Del Almo Landfill, LLC  
c/o Waste Management, Inc  
**MAILING** Closed Sites Management Group  
**ADDRESS** 8310 South Valley Highway Road  
Suite 200  
**CITY, STATE** Englewood, CO 80112  
**ZIP CODE**

**05 1252930**

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**TITLE(S)**

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COVENANT TO RESTRICT USE OF PROPERTY

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ENVIRONMENTAL RESTRICTIONS

<p><b>Recording Requested by:</b>  <b>DEL ALMO LANDFILL, LLC</b>  c/o Waste Management, Inc  Closed Sites Management Group  8310 South Valley Highway Road, Suite 200  Englewood, CO 80112</p> <p><b>When Recorded Return to:</b>  Department of Toxic Substances Control  Southern California Branch Site Mitigation  Cleanup Operations 5796 Corporate Avenue  Cypress, CA 90630  Attention Thomas Cota, Chief</p>	
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Space Above for L.A. County Recorder's Use Only

**COVENANT TO RESTRICT USE OF PROPERTY**  
(Health and Safety Code section 25355.5)

**ENVIRONMENTAL RESTRICTIONS**  
(Civil Code Section 1471)

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WHEREAS, the Department of Toxic Substances Control (the "Department"), pursuant to Civil Code section 1471, has determined that the Covenants contained herein are reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the Property of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260.

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1. Statement of Facts.

1.1. Property. The property subject to these restrictions (the "Property") is legally described as follows:

All that certain real property situated in the City of Los Angeles, County of Los Angeles, State of California, and being Lot 37 as said Lot is shown on that certain map entitled "Tract No. 4671", recorded in Book 56 of Maps, at Pages 30 and 31, Official Records of said County, together with that portion of Vermont Avenue adjoining said Lot 37 abandoned as a public street by Order of the Board of Supervisors of the County of Los Angeles, recorded in Book 6142 at Page 206, Official Records of said County.

EXCEPTING THEREFROM the westerly 62 feet of the hereinabove described parcel.<sup>1</sup>

ALSO EXCEPTING THEREFROM the northerly 100 feet of the hereinabove described parcel.<sup>2</sup>

ALSO EXCEPTING THEREFROM that portion of the hereinabove described parcel described as follows:

Beginning at the intersection of a line parallel with and 50 feet westerly, measured at right angles, from the center line of Vermont Avenue with the easterly prolongation of the northerly line of the southerly 4 feet of said lot; thence South 89° 56' 00" west along said easterly prolongation and said northerly line 27.73 feet to the beginning of a curve concave to the northwest, having a radius of 27 feet; tangent to said northerly line and tangent to said parallel line; thence Northeasterly along said curve 43.13 feet to said parallel line; thence South 1° 37' 25" East along said parallel line 27.73 feet to the point of beginning, as condemned in Superior Court, Los Angeles County Case No. C-294442, a certified copy thereof being recorded October 7, 1982, as instrument No. 82-1015540, Official Records.<sup>3</sup>

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<sup>1</sup> This 62-foot strip was initially a part of Section 37, but was reconveyed back to the original owner, Cadillac Fairview/California, Inc. as part of the Covenant and Agreement to Hold Property as One Parcel, dated April 5, 1983, recorded as Instrument No. 83-375484, and the Corporation Grant Deed dated May 9, 1983, recorded as Instrument No. 83-512499. The purpose for the reconveyance was to give all legal title and responsibility for Waste Pit 1B to Cadillac Fairview.

<sup>2</sup> This 100-foot strip was acquired in fee by the Los Angeles Department of Water and Power on June 18, 1942, recorded September 3, 1942 in Book 19574, Page 48, Official Records of Los Angeles County. Neither the waste pits nor any remedial structures are located on this property.

<sup>3</sup> This parcel was obtained by the County of Los Angeles pursuant to an order of condemnation in Los Angeles County Superior Court Case No. C294 442, recorded October 7, 1992 as Instrument No. 82-1015540. The public purpose was to obtain land for improvements to Vermont Avenue. Neither the waste pits nor any remedial structures are located on this parcel.

- 1.2. Capped Property. Attached hereto as Exhibit "A" is a true and exact depiction of a limited portion of the Property that is covered by a RCRA-equivalent cap, as more particularly described below; hereinafter referred to as the "Capped Property." The Capped Property is described as follows:

Those portions of Lots 36 (an adjacent parcel to the property) and 37 of said Tract 4671 in the City of Los Angeles, County of Los Angeles, State of California described as follows: Beginning at the Southwest corner of said Lot 36; thence North along the West of line of said Lot 36 N00°04'55"W a distance of 83.30 feet; thence leaving said West line N89°55'05"E a distance of 2.51 feet to the True Point of Beginning; thence N00°11'01" a distance of 134.77 feet; thence N89°53'45" a distance of 819.11 feet to a point on the West line of said Lot 37, said point being distance N00°04'55"W a distance of 217.31 feet from the Southwest corner of said Lot 37; thence N89°53'45"E a distance of 295.91 feet to a point on the West line of said Lot 37, said point being N00°04'55"W a distance of 81.58 feet from the Southwest corner of said Lot 37; thence S89° a distance of 295.91 feet to a point on the West line of said Lot 37, said point being N00°04'55"W a distance of 81.58 feet from the Southwest corner of said Lot 37; thence S89° a distance of 295.91 feet to a point on the West line of said Lot 37; thence S89°57'50" W a distance of 819.74 feet to the true point of beginning.

The above-described property consists of 151,162.93 square feet (3.47 acres). A map depicting the location of the Capped Property is attached hereto as Attachment A.

- 1.3. Remediation. The Capped Property is currently being remediated, as more particularly set forth in Section 1.4, below, pursuant to a Record of Decisions ("ROD") issued by the U.S. EPA on September 5, 1997, on which the Department has given its concurrence. Under the authority vested in the President of the United States by virtue of Section 106(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") and as delegated, the U.S. EPA has issued a Unilateral Administrative Order for Remedial Action ("UAORA") in which the U.S. EPA has ordered Shell Oil Company, The Dow Chemical Company, Michelin North America, Inc. on behalf of itself and Uniroyal Goodrich Tire Company, and the Goodyear Tire and Rubber Company (collectively, "Respondents") to implement a remedial action for the remedy described in the ROD. The entire UAORA was recorded on August 3, 1999 in the official records of the Los Angeles County Recorder as Document No. 99-1453930.
- 1.4. Site Characteristics. Hazardous substances, as defined in H&SC section 25316 and section 101(14) of the CERCLA (42 U.S.C. § 9601(14)), may remain on portions of the Property in soil and groundwater, including but not limited to: volatile organic

compounds (benzene, toluene, ethyl benzene and styrene) and semi-volatile organic compounds (anthracene, chrysene, fluorine, naphthalene and phenanthrene). These substances are also hazardous materials as defined in H&SC section 25260. Hydrogen sulfide gas may also remain in the soil in and under portions of the Property<sup>4</sup>. To preclude potential residential exposure to these hazardous substances, the ROD provides that a deed restriction prohibiting future residential use of the Waste Pits Area (as defined in the UAORA) and prohibiting any future use that could threaten the integrity of the RCRA equivalent cap be required as part of the site remediation. Site remediation also includes the following:

Installation and maintenance of a synthetic membrane cover ("Cap") over the Capped Property and associated soil gas monitoring. The Capped Property consists of a low permeability synthetic membrane and other associated layers as more particularly described in Exhibit "B" attached hereto;

Installation of surface water controls to prevent ponding of water on the Cap and to prevent runoff of water onto adjacent properties.

Installation and operation of a soil vapor extraction system ("SVE") beneath the Waste Pits Area to achieve the interim soil remediation standards specified in the ROD;

Installation of security fencing around the treatment units associated with the Cap and SVE systems; and

Long-term operation and maintenance of all of the above and related components of the remedy selected in the ROD.

- 1.5. Risk Assessment. A thorough Risk Assessment of the Property was prepared by Dames & Moore as part of its Final Focused Feasibility Study Report ("FFFSR"), published on September 4, 1996. Copies of the FFFSR are on file in the Region 9 Office of the U.S. EPA, Superfund Records Center, currently located at 95 Hawthorne Street, San Francisco, CA 94105, at the Torrance Public Library and at the Law Offices of Bois & Macdonald.

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<sup>4</sup> Contamination of the groundwater (approximately 60 ft. below surface grade) underlying the Property, which is known to be contaminated with hazardous substances, including benzene, ethyl benzene and phenol, is being addressed by U.S. EPA as a separate Operable Unit.

## 2. Definitions.

- 2.1. Department. "Department means the California Department of Toxic Substances Control and includes its successor agencies, if any.
- 2.2. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.
- 2.3. Occupant. "Occupant means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.
- 2.4. Del Amo Participating Party. "Del Amo Participating Party" shall mean Shell Oil Company, and its successors in interest. It may also mean Shell's assigns if the CERCLA Lead Agency has approved the assigned entity for performance of the obligations of operations and maintenance on the cap and remedy elements or the implementation and enforcement requirements for this land use restriction as set forth under the UAORA or other enforceable order/agreement between that entity and U.S. EPA or the Department. In the event of such approved assignment/replacement by the CERCLA Lead Agency, Shell Oil Company, or the then current Del Amo Participating Party, shall cause a notice of such assignment/replacement to be recorded in the Office of the County Recorder for Los Angeles County, and the notice shall reference the Property and the recording information of this land use covenant and any modifications thereto.
- 2.5. U.S. EPA. "U.S. EPA" means the United States Environmental Protection Agency, and includes its successor agencies, if any.
- 2.6. CERCLA Lead Agency. "CERCLA Lead Agency" means the governmental entity having the designated lead responsibility to implement response action under the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. U.S. EPA is the CERCLA Lead Agency at the time of the recording of this instrument.

### 3. General Provisions.

- 3.1. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department and U.S. EPA, as third party beneficiary, and (d) is imposed upon a specific portion of the Property (see Exhibit A).
- 3.2. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, lessees of the owners, heirs, successors, invitees and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department and U.S. EPA.
- 3.3. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances may be located on or beneath the Property, as required by H&SC section 25359.7.
- 3.4. Incorporation into Deeds and Leases. The Restrictions set forth herein and the UAORA shall be incorporated by reference in each and all deeds, leases, assignments, or other transfers, of all or any portion of the Property. Further, each Owner or Occupant shall include in any instrument conveying any interest in all or any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:
- NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTION AND COVENANT TO RESTRICT USE OF PROPERTY, RECORDED IN THE PUBLIC LAND RECORDS ON \_\_\_ [DATE] \_\_\_, IN BOOK \_\_\_, PAGE \_\_\_, IN FAVOR OF AND ENFORCEABLE BY THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY AS A THIRD PARTY BENEFICIARY.
- 3.5. Conveyance of Property. The Owner shall provide notice to the Department and U.S. EPA not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department and U.S. EPA shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any proposed conveyance, except as

otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.6. Costs of Administering the Deed Restriction to be paid by Owner. The terms of this deed restriction run with the land and will continue in perpetuity unless a variance is granted pursuant to section 5.1, or unless terminated pursuant to section 5.2. The Department has already incurred and will in the future incur costs associated with the administration of this deed restriction. Therefore, the Owner hereby covenants to himself and for all subsequent owners that, pursuant to Title 22 California Code of Regulations section 67391.1(h), the property owner agrees to pay the Department's costs in administering the deed restriction. In the event that property ownership changes between the time that the Department's administrative costs were incurred and the invoice for such costs is received, each owner of the property for the period covered by the invoice, as well as the current owner is responsible for such costs.

4. Restrictions.

4.1. Prohibited Uses. The Property shall not be used for any of the following purposes:

- 4.1.1. A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- 4.1.2. A hospital for humans.
- 4.1.3. A public or private school for persons under 21 years of age.
- 4.1.4. A day care center for children.

4.2. Non-Interference with Cap and SVE and Monitoring Systems. Covenantor agrees with respect to the Property:

- 4.2.1. Activities that may disturb the Cap (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Capped Property without prior notice to the Department and U.S. EPA, with a copy of such notice to the Del Amo Participating Party, followed by review and written approval by the CERCLA Lead Agency.

- 4.2.2. Activities that may disturb the effectiveness of the SVE System (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Capped Property so long as the SVE System is operational without prior notice to the Department and U.S. EPA, with a copy of such notice to the Del Amo Participating Party, followed by review and written approval by the CERCLA Lead Agency. Whether or not a particular activity may disturb the effectiveness of the SVE System shall be determined by the CERCLA Lead Agency.
- 4.2.3. Activities that may disturb the effectiveness of the Monitoring Well System for either the vadose zone or the groundwater (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Capped Property without prior notice to the Department and U.S. EPA, with a copy of such notice to the Del Amo Participating Party, followed by review and written approval by the CERCLA Lead Agency. Whether or not a particular activity may disturb the effectiveness of the Monitoring Well System shall be determined by the CERCLA Lead Agency.
- 4.2.4. All uses and development of the Property shall preserve the integrity of the Cap, SVE System and Monitoring Well System.
- 4.2.5. The Cap shall not be altered without prior notice to the Department and U.S. EPA, with a copy of such notice to the Del Amo Participating Party, followed by written approval by the CERCLA Lead Agency.
- 4.2.6. Covenantor shall notify the Del Amo Participating Party and the Department and U.S. EPA of each of the following: (i) the type, cause, location and date of material damage to the Cap, SVE System or Monitoring Well System and (ii) the type and date of proposed repair of such damage. Notification to the Department and U.S. EPA and the Del Amo Participating Party shall be made as provided below within ten (10) working days of both the discovery of any such disturbance and within ten (10) working days of the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.
- 4.3. Access for Department The Department, through such agency staff or its designees, shall have reasonable right of entry and access to the Property for inspection, monitoring, periodic review, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department and U.S. EPA in order to protect the public health or safety, or the environment. Nothing in this instrument shall limit or otherwise affect U.S. EPA's right of entry and access, or U.S. EPA's authority to take response actions under CERCLA, the National Contingency Plan, 40 C.F.R. Part 300 and its successor provisions, and/or other federal law.

4.4. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing an Operation and Maintenance Agreement with the U.S. EPA or the Department shall have reasonable right of entry and access to the Property for the purpose of implementing the Operation and Maintenance Agreement until the Department and U.S. EPA determines such activities are no longer required.

4.5. Enforcement. The Department and/or U.S. EPA shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. The Covenant shall be enforceable by the Department pursuant to H&SC, Division 20, Chapter 6.5, Article 8 (commencing with section 25180). Failure of the Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it will be grounds for the Department and/or U.S. EPA to require that the Covenantor or Owner modify or remove any Improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas) constructed or placed upon any portion of the Property in violation of the Restrictions. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA, and violation of this Covenant shall be grounds for the Department and/or U.S. EPA to file civil or criminal actions as provided by law or equity, including but not limited to, nuisance or abatement against the Covenantor, Owner or Occupant as provided by law. In addition, the State of California and the Department shall have all remedies as provided in California Civil Code Section 815.7.

5. Variance, Termination and Term.

5.1. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant and the U.S. EPA must be noticed on such applications. Such application shall be made in accordance with H&SC section 25233. Unless and until the State of California assumes CERCLA Lead Agency responsibility for Site operation and maintenance, no variance may be granted under this paragraph 5.1 without prior written notice to U.S. EPA of the application for the proposed variance and an opportunity to comment on the application by U.S. EPA. If requested by the Department or U.S. EPA, any approval of a variance shall be recorded in the land records by the person or entity granted the variance.

- 5.2. **Termination.** Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property and the U.S. EPA must be noticed on such applications. Such application shall be made in accordance with H&SC section 25234. Unless and until the State of California assumes CERCLA Lead Agency responsibility for Site operation and maintenance, no termination may be granted under this Paragraph 5.2 without prior written notice to U.S.EPA of the application for termination and opportunity to comment on the application by U.S. EPA.
- 5.3. **Term.** Unless ended in accordance with the Termination paragraph above, by law or by the Department in the exercise of its discretion, after written notice and opportunity to comment by U.S. EPA, this Covenant shall continue in effect in perpetuity.
6. **Miscellaneous.**
- 6.1. **No Dedication or Taking Intended.** Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing set forth in this Covenant shall be construed to effect a taking under Federal or state law.
- 6.2. **Department References.** All references to the Department include successor agencies/departments or other successor entity.
- 6.3. **Recordation.** The Covenantor shall be responsible for recording this Covenant, with all referenced Exhibits, in the County of Los Angeles, and Covenantor shall provide Del Amo Participating Party a fully executed original within ten (10) days of execution in full.
- 6.4. **Notices.**
- 6.4.1. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

**To Covenantor:**

Steven D. Richtel, R.G.  
Waste Management, Inc.  
Closed Sites Management Group  
8310 South Valley Highway Road, Suite 200  
Englewood, CO 80112

**With copy to:**

Steven M. Morgan, Esq.  
Vice President & Assistant General Counsel  
Waste Management, Inc.  
Legal Department  
1001 Fannin, Suite 4000  
Houston, TX 77002

**To Del Amo Participating Party:**

Shell Oil Company  
Post Office Box 2463  
Houston, Texas 77252  
Attention: Associate General Counsel  
Environmental & Regulatory  
Legal Organization

**With copy to:**

George Landreth,  
Remediation Manager  
Shell Chemical LP  
One Shell Plaza, Room 1770  
910 Louisiana  
Houston, TX 77002-4916

**To Department:**

Department of Toxic Substances Control  
Southern California Branch Site Mitigation Cleanup Operations  
5796 Corporate Avenue  
Cypress, CA 90630-4732  
Attention: Thomas Cota, Chief

With copy to:

Larry McDaniel  
Staff Counsel  
Department of Toxic Substances Control  
400 P. Street, 4th Floor  
P.O. Box 806  
Sacramento, CA 95812

To U.S. EPA:

U.S. Environmental Protection Agency Region IX  
75 Hawthorne Street  
San Francisco, CA 94105-3901  
Attention: Dante Rodriguez, SFD-7-1  
Re : Del Amo Superfund Site

With copy to:

Michele S. Benson  
Office of Regional Counsel, ORC-3  
U.S. EPA Region IX  
75 Hawthorne Street San Francisco, CA 94105-3901  
Re: Del Amo Superfund Site

6.4.2. Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

6.5. Partial Invalidity. If any portion of the Restrictions or other term set forth herein, or the application of it to any person or circumstance, is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant, or the application of such portions to persons or circumstances other than those to which it is found to be invalid, shall remain in full force and effect as if such portion found invalid had not been included herein.

6.6. Statutory References. All statutory references include successor provisions.

6.7. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the Parties execute this Covenant. Executed this 2nd day of March, 2005.

DEL ALMO LANDFILL, LLC

By: *Gregory J. Miska*  
Senior Real Estate  
Its: Project Manager

STATE OF *Illinois*  
COUNTY OF *Will*

In \_\_\_\_\_, on the *2nd* day of *March*, 2005, before me, a Notary Public in and for the above state and county, personally appeared *Gregory J. Miska*, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

*Deborah L. Nendick*  
NOTARY PUBLIC

My Commission Expires: *1/24/2006*



IN WITNESS WHEREOF, the Parties execute this Covenant. Executed this 2nd day of March, 2005.

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

By: *Thomas Cota*

Its: Branch Chief

STATE OF CALIFORNIA

COUNTY OF ORANGE

In CYPRESS, on the 07 day of April, 2005, before me, a Notary Public in and for the above state and county, personally appeared THOMAS COTA, ~~known to me or~~ proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he ~~or she~~ executed said instrument for the purposes therein contained as his ~~or her~~ free and voluntary act and deed.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires: Nov 06, 2005

[SEAL]



IN WITNESS WHEREOF, the Parties execute this Covenant. Executed this 2nd day of March, 2005.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

By: Elizabeth Adams  
ELIZABETH ADAMS  
Its: CHIEF, SITE CLEANUP BRANCH

STATE OF California

COUNTY OF San Francisco

In San Francisco, on the 27<sup>th</sup> day of April, 2005, before me, a Notary Public in and for the above state and county, personally appeared Elizabeth Adams, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that ~~he~~ ~~or~~ she executed said instrument for the purposes therein contained as ~~his~~ ~~or~~ her free and voluntary act and deed.

Kathleen L. Kawakami  
NOTARY PUBLIC

My Commission Expires: 9-9-2005

[SEAL]





## First American Title Company

323 Court Street  
San Bernardino, CA 92401-1604

Melissa Diamant  
Public Outreach Specialist CH2Hill  
155 Grand Avenue  
Oakland, CA 94612-3758  
Phone:  
Fax:

Order Number: 0623-2024899 (10)

Title Officer: Christe McMullen  
Phone: (909) 380-8735  
Fax No.: (866) 867-9161  
E-Mail: cmcmullen@firstam.com

Buyer:  
Owner: Triton Diagnostics Inc., a Delaware Corp  
Property: , CA

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of August 24, 2005 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

1992 ALTA Owner's Policy (10-17-92) with Regional Exceptions

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Triton Diagnostics Inc., a Delaware Corporation

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2005-2006, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2004-2005.

First Installment:	\$122.23, PAID
Penalty:	\$12.22
Second Installment:	\$122.22, PAID
Penalty:	\$22.22
Tax Rate Area:	44-00510
A. P. No.:	7351-034-077
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Under the terms and provisions of the unrecorded leases both dated December 15, 1972 between CC&F Western Development Co., Inc., a Corporation International Property Development Co., as Lessor and Shell Oil Company, a Delaware Corporation, as Lessee, said Shell Oil Company is given the right to use said Spur Track including the common Railroad Spur Track which connects with said spur from the Southern Pacific Track West of Normandie Avenue.

The short form of said unrecorded lease was recorded December 13, 1972 as Instrument No. 5059 and 5060, Official Records, in the office of the County Recorder of Los Angeles County.

6. An easement for railroad, transportation and communication and incidental purposes, recorded April 4, 1977 as Instrument No. 77-338683 of Official Records.  
In Favor of: Southern Pacific Transportation Company, a Delaware Corporation  
Affects: portion of said land
7. An easement for railroad drill track, transportation, communication, storm drainage and related purposes and incidental purposes, recorded October 2, 1978 as Instrument No. 78-1089049 of Official Records.  
In Favor of: Golden Eagle Refining Company, Inc., a Delaware Corporation  
Affects: portion of said land
8. A Covenant and Agreement wherein the owners of said land, covenant and agree that said land shall be held as one Parcel and no portion shall be sold separately, which covenant is expressed to run with the land and be binding upon future owners, recorded April 5, 1983, Instrument No. 83-375486 Official Records.
9. An easement for vehicular and pedestrian ingress and egress and incidental purposes, recorded May 9, 1983 as Instrument No. 83-512500 of Official Records.  
In Favor of: Western Waste Industries, a California Corporation  
Affects: portion of said land
10. The terms and provisions contained in the document entitled "Notice of EPA order" recorded August 3, 1999 as Instrument No. 99-1453930 of Official Records.
11. The terms and provisions contained in the document entitled "Covenant to Restrict Use of Property (Environmental Restrictions)" recorded September 27, 2000 as Instrument No. 00-1521450 of Official Records.
12. With respect to Triton Diagnostics Inc.,, a corporation:
  - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
  - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

### **INFORMATIONAL NOTES**

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

1. Basic rate applies.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
3. We find no open deeds of trust. Escrow please confirm before closing.
4. The property covered by this report is vacant land.

**WIRE INSTRUCTIONS**

**for**

**First American Title Company, Sub-Escrow Deposits  
San Bernardino County, California**

**First American Trust Company**

Santa Ana Branch  
421 North Main Street  
Santa Ana, California 92701

**ABA 122241255**

**Credit to First American Title Company Special Trust Account  
Account No. 17004**

**Reference Title Order Number 0623-2024899, and Title Officer Christe McMullen**

**Please wire the day before recording. Also, notify the Title Officer of your intent to wire.**

**LEGAL DESCRIPTION**

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 36 of Tract 4671, in the City of Los Angeles, as per map recorded in Book 56 Pages 30 and 31 of Maps, in the office of the county recorder of the County of Los Angeles.

Together with the Westerly 62 feet of Lot 37 of said Tract, together with those portions of Lot 13 of said Tract and Rosemead street, shown and dedicated upon said Tract and vacated by the Board of Supervisors of said county, a copy of which vacation recorded in Book 6142 Page 206, Official Records of said county which lie Easterly of a line parallel with distant Westerly 100 feet from the center line of said Rosemead Street.

EXCEPT from the above mentioned Lots and Street a 100 foot strip of land described in the deed to the Department of Water and Power of the City of Los Angeles recorded in Book 19574 Page 48, Official Records.

APN: 7351-034-077

***NOTICE***

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

**EXHIBIT A  
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990  
SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or

created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:  
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL  
TITLE INSURANCE POLICY - 1987  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- |                            |                            |
|----------------------------|----------------------------|
| * land use                 | * land division            |
| * improvements on the land | * environmental protection |

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.  
This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - \* a notice of exercising the right appears in the public records on the Policy Date
  - \* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
  - \* that are created, allowed, or agreed to by you
  - \* that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
  - \* that result in no loss to you
  - \* that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - \* to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
  - \* in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

### **11. EAGLE PROTECTION OWNER'S POLICY**

#### **CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

#### **ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

#### **EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

a. building	b. zoning
c. land use	d. improvements on the land
e. land division	f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
  - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
  - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.This exclusion does not limit the coverage described in Covered Risk 11 or 18.

### **12. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion

does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.

- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
  3. Defects, liens, encumbrances, adverse claims or other matters:
    - (a) created, suffered, assumed or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
    - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
  4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
  5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
  6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8 (e) and 26.
  7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
  8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
    - (a) The time of the advance; or
    - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification.
 This exclusion does not limit the coverage provided in Covered Risk 8.
  9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

#### SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: NONE.

### **13. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) WITH REGIONAL EXCEPTIONS**

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

#### SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: None.

# PRIVACY POLICY

## **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

## **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

## **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

## **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

## **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

## **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



**Appendix B**  
**Documents Reviewed**

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## APPENDIX B

# Documents Reviewed

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- C<sub>2</sub>REM. 2000. *Cap Gas Collection and Treatment Baseline Monitoring and Longterm Monitoring Recommendations Report, Del Amo Waste Pits Operable Unit, Los Angeles County, California*. December.
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- \_\_\_\_\_. 1999. *Draft Construction Quality Assurance Plan for the Del Amo Superfund Site, Torrance, California*. February 12.
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- \_\_\_\_\_. 2000. *Draft Remedial Action Report for the Del Amo Waste Pits Operable Unit, Phase I, Torrance, California*. March 9.
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- Signed by Del Amo Landfill, LLC., DTSC, and USEPA. 2005. *Covenant to Restrict Use of Property; APN 7351-034-078*. May 27.
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**Appendix C**  
**Five-Year Review Site Inspection Checklist and**  
**Interview Summary Form**

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APPENDIX C

# Five-Year Review Site Inspection Checklist and Interview Summary Form

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The site inspection checklist and interview summary form from the five-year review for the Waste Pits OU are presented in this appendix. Table C-1 presents the individuals that were present for the site inspection performed on April 15, 2005.

TABLE C-1  
Site Inspection Team Roster, April 15, 2005  
*Five-Year Review Report, Del Amo Waste Pits Operable Unit, Los Angeles, California*

<b>Name</b>	<b>Title</b>	<b>Affiliation</b>
Jack Keener	Project Manager	C <sub>2</sub> REM, O&M contractor for the Waste Pits OU
Stefan Klemm	Senior Project Engineer	C <sub>2</sub> REM, O&M contractor for the Waste Pits OU
Richard Lane		United States Army Corps of Engineers
Randy Kellerman	Project Manager	CH2M HILL
Alexa Stamets	Civil/Environmental Engineer	CH2M HILL

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**Five-Year Review Site Inspection Checklist  
Del Amo Waste Pits Operable Unit**

<b>I. SITE INFORMATION</b> (Applicable)	
<b>Site name:</b> Del Amo Waste Pits Operable Unit	<b>Date of inspection:</b> April 15, 2005
<b>Location and Region:</b> Los Angeles, CA, Region IX	<b>EPA ID:</b> 0936
<b>Agency, office, or company leading the five-year review:</b> EPA Region IX	<b>Weather/temperature:</b> Sunny, approximately 70°F
<b>Remedy Includes:</b> (Check all that apply) <input checked="" type="checkbox"/> Landfill cover/containment <input checked="" type="checkbox"/> Access controls (security fencing) <input checked="" type="checkbox"/> Institutional controls Groundwater pump and treatment Surface water collection and treatment <input checked="" type="checkbox"/> Other: <u>Surface water controls, SVE system, off-gas collection and treatment system.</u>	
Attachments: <input checked="" type="checkbox"/> Inspection team roster attached <input checked="" type="checkbox"/> Site map attached [in report]	
<b>II. INTERVIEWS</b> (Applicable)	
<b>1. O&amp;M site manager:</b> <u>Jack Keener/C<sub>2</sub>REM, Project Manager, April 15, 2005</u> <div style="display: flex; justify-content: space-between; width: 100%;"> <span>Name</span> <span>Title</span> <span>Date</span> </div> Interviewed <input checked="" type="checkbox"/> Phone No.: <u>949/261-8098</u> Problems, suggestions <input checked="" type="checkbox"/> See attached Interview Record	
<b>2. O&amp;M staff:</b> <u>Stefan Klemm/C<sub>2</sub>REM, Senior Project Engineer, April 15, 2005</u> <div style="display: flex; justify-content: space-between; width: 100%;"> <span>Name</span> <span>Title</span> <span>Date</span> </div> Interviewed: <input checked="" type="checkbox"/> Phone No.: <u>949/261-8098</u> Problems, suggestions: See attached Interview Record	

<b>III. ONSITE DOCUMENTS AND RECORDS VERIFIED (Applicable)</b>				
1.	<b>O&amp;M Documents</b>			
	O&M manual	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	
	As-built drawings	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	
	Maintenance logs	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	
	Remarks: <u>The O&amp;M Manual, as-built drawings, and maintenance logs are stored in C<sub>2</sub>REM's Newport Beach office, approximately 30 minutes away from the site. The O&amp;M Manual has been updated through annual operations, maintenance, and monitoring reports, which are also stored at the C<sub>2</sub>REM office.</u>			
2.	<b>Site-Specific Health and Safety Plan</b>	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	
	Contingency plan/emergency response plan	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	
	Remarks: <u>Stored at C<sub>2</sub>REM's Newport Beach office.</u>			
3.	<b>O&amp;M and OSHA Training Records</b>	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	
	Remarks: <u>Stored at C<sub>2</sub>REM's Newport Beach office.</u>			
4.	<b>Permits and Service Agreements</b>			
	Air discharge permit	Readily available	Up to date	<input checked="" type="checkbox"/> Not Applicable
	Effluent discharge	Readily available	Up to date	<input checked="" type="checkbox"/> Not Applicable
	Waste disposal, POTW	Readily available	Up to date	<input checked="" type="checkbox"/> Not Applicable
	Other permits _____	Readily available	Up to date	
	Remarks: <u>There are no permits for operations performed at the site.</u>			
5.	<b>Gas Generation Records</b>	Readily available	Up to date	<input checked="" type="checkbox"/> N/A
	Remarks:			
6.	<b>Settlement Monument Records</b>	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	
	Remarks: <u>Settlement is recorded annually. Records are stored at C<sub>2</sub>REM's Newport Beach office and are submitted with annual operations, maintenance, and monitoring reports.</u>			
7.	<b>Groundwater Monitoring Records</b>	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	
	Remarks: <u>Groundwater monitoring is performed by URS, Corp. Groundwater monitoring results are stored off-site.</u>			
8.	<b>Leachate Extraction Records</b>	Readily available	Up to date	<input checked="" type="checkbox"/> N/A
	Remarks:			
9.	<b>Discharge Compliance Records</b>			
	Air	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	
	Water (effluent)	Readily available	Up to date	<input checked="" type="checkbox"/> N/A
	Remarks: <u>Benzene content in air is monitored at the exhaust of the blower to ensure that benzene is present at concentrations less than 5 ppmv. The exhaust is monitored bi-weekly. Records of bi-weekly monitoring are presented in annual operations, maintenance, and monitoring reports.</u>			
10.	<b>Daily Access/Security Logs</b>	<input checked="" type="checkbox"/> Readily available	<input checked="" type="checkbox"/> Up to date	
	Remarks: <u>Logs of visits performed by C<sub>2</sub>REM are recorded during each site visit, which generally occur every other week. These logs record personnel on-site, and are submitted with annual operations, maintenance, and monitoring reports.</u>			





1.	<b>Roads</b>	<input checked="" type="checkbox"/> Location shown on site map	<input checked="" type="checkbox"/> Roads adequate
Remarks: <u>An access road is present on-site is maintained by O&amp;M staff. The road is located on the northern portion of the site, between the access gate on Vermont Street and the off-gas collection facility.</u>			
<b>VII. LANDFILL COVERS</b> (Applicable)			
<b>A. Landfill Surface</b>			
1.	<b>Settlement</b> (Low spots)	Location shown on site map	<input checked="" type="checkbox"/> Settlement not evident
Areal extent _____		Depth _____	
Remarks: <u>Very little settlement has been recorded since cap installation. No settlement was observed during the site inspection.</u>			
2.	<b>Cracks</b>	Location shown on site map	<input checked="" type="checkbox"/> Cracking not evident
Lengths _____		Widths _____	Depth _____
Remarks _____			
3.	<b>Erosion</b>	Location shown on site map	<input checked="" type="checkbox"/> Erosion not evident
Areal extent _____		Depth _____	
Remarks: <u>O&amp;M contractor indicated that erosion occurs infrequently.</u>			
4.	<b>Holes</b>	Location shown on site map	<input checked="" type="checkbox"/> Holes not evident
Areal extent _____		Depth _____	
Remarks _____			
5.	<b>Vegetative Cover</b>	<input checked="" type="checkbox"/> Grass	<input checked="" type="checkbox"/> Cover properly established
		<input checked="" type="checkbox"/> No signs of stress	
Remarks: <u>The cover appears fully established. O&amp;M contractor indicated that it has taken approximately 4 years for the cover to become established. The cover is well maintained and mowed frequently. Some indications of burrowing in the vegetative cover occasionally have been observed by the O&amp;M contractor (not observed during the site inspection).</u>			
6.	<b>Alternative Cover</b> (armored rock, concrete, etc.)	<input checked="" type="checkbox"/> N/A	
Remarks _____			
7.	<b>Bulges</b>	Location shown on site map	<input checked="" type="checkbox"/> Bulges not evident
Areal extent _____		Height _____	
Remarks _____			
8.	<b>Wet Area/Water Damage</b>	<input checked="" type="checkbox"/> Wet areas/water damage not evident	
Wet areas		Location shown on site map	Areal extent _____
Ponding		Location shown on site map	Areal extent _____
Seeps		Location shown on site map	Areal extent _____
Soft subgrade		Location shown on site map	Areal extent _____
Remarks: <u>No evidence of ponding or seepage was observed.</u>			
9.	<b>Slope Instability</b>	Slides	Location shown on site map
Areal extent _____			<input checked="" type="checkbox"/> No evidence of slope instability
Remarks _____			

<b>B. Benches</b> Applicable <u>X</u> N/A (Horizontally constructed mounds of earth placed across a steep landfill side slope to interrupt the slope in order to slow down the velocity of surface runoff and intercept and convey the runoff to a lined channel.)			
1.	<b>Flows Bypass Bench</b> Remarks	Location shown on site map	N/A or okay
2.	<b>Bench Breached</b> Remarks	Location shown on site map	N/A or okay
3.	<b>Bench Overtopped</b> Remarks	Location shown on site map	N/A or okay
<b>C. Letdown Channels</b> Applicable <u>X</u> N/A (Channel lined with erosion control mats, riprap, grout bags, or gabions that descend down the steep side slope of the cover and will allow the runoff water collected by the benches to move off of the landfill cover without creating erosion gullies.)			
1.	<b>Settlement</b> Areal extent _____ Remarks	Location shown on site map Depth	No evidence of settlement
2.	<b>Material Degradation</b> Material type _____ Remarks	Location shown on site map Areal extent	No evidence of degradation
3.	<b>Erosion</b> Areal extent _____ Remarks _____	Location shown on site map Depth	No evidence of erosion
4.	<b>Undercutting</b> Areal extent _____ Remarks	Location shown on site map Depth	No evidence of undercutting
5.	<b>Obstruction</b> Location shown on site map Size Remarks	Type _____ Areal extent	No obstruction

6.	<b>Excessive Vegetative Growth</b>	Type		
	No evidence of excessive growth			
	Vegetation in channels does not obstruct flow			
	Location shown on site map	Areal extent		
	Remarks			
<b>D. Cover Penetrations</b>		<input checked="" type="checkbox"/> Applicable		N/A
1.	<b>Gas Vents</b>	<input checked="" type="checkbox"/> Active	Passive	
	Properly secured/located	<input checked="" type="checkbox"/> Functioning	<input checked="" type="checkbox"/> Routinely sampled	<input checked="" type="checkbox"/> Good condition
	Evidence of leakage at penetration			
	Remarks: <u>Gas beneath the cap collects in a permeable sand layer, and is extracted through piping in the sand layer. The piping extends to an above-ground blower. The piping is only visible as it connects to the blower.</u>			
2.	<b>Gas Monitoring Probes</b>	<input checked="" type="checkbox"/> Properly secured/located	<input checked="" type="checkbox"/> Functioning	Routinely sampled <input checked="" type="checkbox"/> Good condition
	Evidence of leakage at penetration			
	Remarks: <u>Wells associated with the soil vapor extraction system (yet to be installed) are present within the surface area of the cap. These wells appear to be in good condition, and no evidence of leakage was observed. The O&amp;M contractor indicated that pressure tests were performed around each well following installation to ensure that no leaks were present through the cap.</u>			
3.	<b>Monitoring Wells</b> (within surface area of landfill)	<input checked="" type="checkbox"/> Properly secured/located	<input checked="" type="checkbox"/> Functioning	<input checked="" type="checkbox"/> Routinely sampled <input checked="" type="checkbox"/> Good condition
	Evidence of leakage at penetration			
	Remarks: <u>Monitoring wells appear to be in good condition.</u>			
4.	<b>Leachate Extraction Wells</b>	Properly secured/located	Functioning	Routinely sampled
	Evidence of leakage at penetration			Good condition
	Remarks		Needs O&M	<input checked="" type="checkbox"/> N/A
5.	<b>Settlement Monuments</b>	<input checked="" type="checkbox"/> Located	<input checked="" type="checkbox"/> Routinely surveyed	N/A
	Remarks:			
<b>E. Gas Collection and Treatment</b>		<input checked="" type="checkbox"/> Applicable		N/A
1.	<b>Gas Treatment Facilities</b>	Flaring	Thermal destruction	Collection for reuse
		<input checked="" type="checkbox"/> Good condition	Needs O&M	
	Remarks: <u>Gas is collected and is treated through a vapor/liquid separator and two carbon canisters in series. Approximately 90 percent of the soil gas is returned to the subsurface and 10 percent of the soil gas is exhausted to the atmosphere. A treatment system to address soil gas at greater depths (20 to 50 feet bgs) is being evaluated for future installation and operation.</u>			

2.	<b>Gas Collection Wells, Manifolds and Piping</b> Good condition    Needs O&M Remarks: <u>Subsurface piping is not visible. Piping connecting to the blower and carbon canisters appears to be in good condition. The O&amp;M contractor indicated that this piping is replaced occasionally due to deterioration caused by sun exposure.</u>		
3.	<b>Gas Treatment Facilities</b> (e.g., gas monitoring of adjacent homes or buildings) Good condition    Needs O&M <u>X</u> N/A Remarks		
<b>F. Cover Drainage Layer</b>		<u>X</u> Applicable	N/A
1.	<b>Outlet Pipes Inspected</b> Remarks	<u>X</u> Functioning	N/A
2.	<b>Outlet Rock Inspected</b> Remarks	<u>X</u> Functioning	X N/A
<b>G. Detention/Sedimentation Ponds</b>		Applicable	<u>X</u> N/A
1.	<b>Siltation</b> Areal extent _____ Depth _____ Remarks		N/A
2.	<b>Erosion</b> Areal extent _____ Depth _____ Remarks		
3.	<b>Outlet Works</b> Remarks	Functioning	N/A
4.	<b>Dam</b> Remarks	Functioning	N/A
<b>H. Retaining Walls</b>		<u>X</u> Applicable	N/A
1.	<b>Deformations</b> <u>X</u> Deformation not evident Horizontal displacement _____ Vertical displacement _____ Rotational displacement _____ Remarks: <u>Gabion wall present on the south side of the cap to prevent erosion from occurring in the vicinity of subsurface pipelines south of the cap. No deformations were observed.</u>		
2.	Degradation                      Location shown on site map Remarks	<u>X</u> Degradation not evident	

I. Perimeter Ditches/Off-Site Discharge		<input checked="" type="checkbox"/> Applicable	N/A
1.	<b>Siltation</b> Location shown on site map Areal extent _____      Depth Remarks	<input checked="" type="checkbox"/>	Siltation not evident
2.	<b>Vegetative Growth</b> Location shown on site map <input checked="" type="checkbox"/> Vegetation does not impede flow Areal extent _____      Type Remarks: <u>No vegetation was observed in drainage ditches.</u>		N/A
3.	<b>Erosion</b> Location shown on site map Areal extent _____      Depth Remarks	<input checked="" type="checkbox"/>	Erosion not evident
4.	<b>Discharge Structure</b> <input checked="" type="checkbox"/> Functioning Remarks: <u>Discharge catch basins appear to be in good condition. Surface grates are free of sediment and vegetation.</u>		N/A

<b>VIII. VERTICAL BARRIER WALLS</b>		(Not Applicable)	
1.	<b>Settlement</b> Areal extent _____ Remarks	Location shown on site map Depth	Settlement not evident
2.	<b>Performance Monitoring</b> Performance not monitored Frequency _____ Head differential Remarks	Type of monitoring Evidence of breaching	
<b>IX. GROUNDWATER/SURFACE WATER REMEDIES</b>		(Not Applicable)	
<b>A. Groundwater Extraction Wells, Pumps, and Pipelines</b>			
1.	<b>Pumps, Wellhead Plumbing, and Electrical</b> Good condition Remarks	All required wells located	Needs O&M      N/A
2.	<b>Extraction System Pipelines, Valves, Valve Boxes, and Other Appurtenances</b> Good condition Remarks	Needs O&M	
3.	<b>Spare Parts and Equipment</b> Readily available Remarks	Good condition	Requires upgrade      Needs to be provided
<b>B. Surface Water Collection Structures, Pumps, and Pipelines</b>			
1.	<b>Collection Structures, Pumps, and Electrical</b> Good condition Remarks	Needs O&M	
2.	<b>Surface Water Collection System Pipelines, Valves, Valve Boxes, and Other Appurtenances</b> Good condition Remarks	Needs O&M	<u>X</u>
3.	<b>Spare Parts and Equipment</b> Readily available Remarks	Good condition	Requires upgrade      Needs to be provided <u>X</u>

<b>C. Treatment System</b>				
1.	<b>Treatment Train</b> (Check components that apply)			
	Metals removal	Oil/water separation		Bioremediation
	Air stripping	Carbon adsorbers		
	Filters			
	Additive (e.g., chelation agent, flocculent)			
	Good condition	Needs O&M		
	Sampling ports properly marked and functional			
	Sampling/maintenance log displayed and up to date			
	Equipment properly identified			
	Quantity of groundwater treated annually			
	Quantity of surface water treated annually			
	Remarks			
2.	<b>Electrical Enclosures and Panels</b> (properly rated and functional)			
	N/A	Good condition		Needs O&M
	Remarks			
3.	<b>Tanks, Vaults, Storage Vessels</b>			
	N/A			
	Remarks			
4.	<b>Discharge Structure and Appurtenances</b>			
	Good condition			Needs O&M
	Remarks			
5.	<b>Treatment Building(s) – support building</b>			
	N/A	Good condition (especially roof and doorways)		Needs repair
	Chemicals and equipment properly stored			
	Remarks			
6.	Monitoring Wells (pump and treatment remedy)			
	Properly secured/locked	Functioning	Routinely sampled	Good condition
	All required wells located	Needs O&M		N/A
	Remarks			
<b>D. Monitored Natural Attenuation</b>				
1.	<b>Monitoring Wells</b> (natural attenuation remedy)			
	Properly secured/locked	Functioning	Routinely sampled	Good condition
	All required wells located	Needs O&M		
	Remarks			
<b>X. OTHER REMEDIES</b> (Not Applicable)				

<b>XI. OVERALL OBSERVATIONS (Applicable)</b>	
<b>A.</b>	<b>Implementation of the Remedy</b>
	<p>Describe issues and observations relating to whether the remedy is effective and functioning as designed. Begin with a brief statement of what the remedy is to accomplish (i.e., to contain contaminant plume, minimize infiltration and gas emission, etc.).</p> <p><u>The remedy for the site was developed to protect future receptors from contaminants in the waste pits and surrounding soil and to reduce the impact of releases from the waste pits to groundwater. The cap was selected to prevent surface water infiltration to the waste pits and to prevent direct contact with contaminants. The soil vapor extraction system was selected to remove and treat contaminated soil gas from the vadose zone, thereby reducing the impact to groundwater from contaminants in the vadose zone. The cap has been installed in accordance with the remedial design. Little settlement has been observed, and the off-gas collection and treatment system continues to remove VOCs from the permeable sand layer beneath the cap surface. While the wells associated with the soil vapor extraction system have been installed, the system itself has not been installed. Because the potential for impact to groundwater remains, the remedy is not currently functioning as designed.</u></p>
<b>B.</b>	<b>Adequacy of O&amp;M</b>
	<p>Describe issues and observations related to the implementation and scope of O&amp;M procedures. In particular, discuss their relationship to the current and long-term protectiveness of the remedy.</p> <p><u>O&amp;M activities are generally performed consistent with the OM&amp;M Manual. Data collected during monitoring suggest that the cap gas collection and treatment system is functioning as designed. Data collected from site perimeter wells indicate that contaminated soil vapors are not migrating at significant concentrations beyond the boundaries of the site. Off-site receptors are therefore not expected to be impacted from contaminants in soil gas.</u></p>
<b>C.</b>	<b>Early Indicators of Potential Remedy Failure</b>
	<p>Describe issues and observations such as unexpected changes in the cost or scope of O&amp;M or a high frequency of unscheduled repairs, that suggest that the protectiveness of the remedy may be compromised in the future.</p>
<b>D.</b>	<b>Opportunities for Optimization</b>
	<p>Describe possible opportunities for optimization in monitoring tasks or the operation of the remedy.</p> <p><u>The duration of operation of the cap gas collection and treatment system should be reduced, such that the equivalent of one pore volume is extracted daily. This would reduce costs for system operation. While this would likely result in an increase in VOC concentrations in the system influent, past monitoring data suggest that the efficiency of the system improves with increased VOC concentrations in the system influent.</u></p>

<b>Five-Year Review Interview Record</b>		<b>Interviewee:</b> Jack Keener/ C2 REM, Ed Bourke/C2 REM, Stefan Klemm/C2 REM, Christine Neidel/C2 REM, and Ryan Carroll/ C2 REM			
<b>Site Name</b> Del Amo Waste Pits Operable Unit		<b>EPA ID No.</b> 0936		<b>Date of Interview</b>	<b>Interview Method via</b>
Los Angeles, CA		CAD 029544731		April 15, 2005	Phone <input type="checkbox"/> Fax/email <input type="checkbox"/> In person <input checked="" type="checkbox"/>
<b>Interview Contacts</b>	<b>Organization</b>	<b>Phone</b>	<b>Email</b>	<b>Address</b>	
Jack Keener	C2 REM	(949)261-8098	<a href="mailto:jkeener@c2rem.com">jkeener@c2rem.com</a>	2382 S.E. Bristol Street, Ste. B Newport Beach, CA 92660	
Ed Bourke	C2 REM	(949)261-8098	<a href="mailto:ebourke@c2rem.com">ebourke@c2rem.com</a>	2382 S.E. Bristol Street, Ste. B Newport Beach, CA 92660	
Stefan Klemm	C2 REM	(949)261-8098	<a href="mailto:sklemm@c2rem.com">sklemm@c2rem.com</a>	2382 S.E. Bristol Street, Ste. B Newport Beach, CA 92660	
Christine Neidel	C2 REM	(949)261-8098	<a href="mailto:cneidel@c2rem.com">cneidel@c2rem.com</a>	2382 S.E. Bristol Street, Ste. B Newport Beach, CA 92660	
Ryan Carroll	C2 REM	(949)261-8098	<a href="mailto:rcarroll@c2rem.com">rcarroll@c2rem.com</a>	2382 S.E. Bristol Street, Ste. B Newport Beach, CA 92660	
Alexa Stamets	CH2M HILL, as rep of EPA	(510) 587-7717	<a href="mailto:Astamets@ch2m.com">Astamets@ch2m.com</a>	155 Grand Ave, Suite 1000 Oakland, CA 94612	
<b>Interview Questions</b>					
<p><b>1. What is your current role as it relates to the site? What is your overall impression of the work conducted at the site to date? (general sentiment)</b></p> <p><b>Response:</b>  C2 REM oversees operation of the off-gas collection and treatment system and performs monitoring and maintenance of the site on behalf of the Del Amo Respondents. Jack Keener is the C2 REM project manager for the site, Ed Bourke is the C2 REM Respondent Coordinator, and Stefan Klemm, Christine Neidel, and Ryan Carroll perform routine inspections, monitoring, and maintenance at the site. Ed has been involved with the project since 1997, and contributed to the design and construction of the cap at the site. Jack joined the project in 1999. Select components of the remedy (RCRA Equivalent Cover System [cap]), off-gas collection and treatment system, fencing, surface drainage) have been effectively implemented. The off-gas collection and treatment system is operating effectively. The soil vapor extraction (SVE) system has not been implemented, and may not be necessary. C2 REM is currently evaluating the feasibility of enhanced biodegradation as a treatment technology.</p>					

**2. What is the current status of construction with regards to the selected remedy for the site? Have any problems or difficulties been encountered that have impacted construction progress or implementability?**

**Response:**

The containment element of the remedy has been constructed (i.e., cap, wells, off-gas collection and treatment system). Few problems have been encountered during installation or operation of the remedy. No settlement has been recorded, and no standing water has been observed over the cap. Some surface water has collected outside the footprint of the cap. The vegetation cover on the cap is fully established, and no erosion has been observed recently. The off-gas collection and treatment system is connected to a timer and has operated with no problems. The access road is repaired when necessary. One problem that has occurred was during installation of anchor trenches during construction of the cap, when shallow tarry waste was encountered in the subsurface. These wastes were consistent with the wastes present in the pits and were subsequently deposited within one of the waste pits, below the present cap area.

**3. Have there been routine communications or activities (site visits, inspections, reporting activities, etc) conducted by your office regarding the site? If so please give purpose and results.**

**Response:**

C2 REM performs routine communications and activities regarding the site. The field staff (Christine, Stefan, and Ryan) performs routine site inspections and monitoring, consistent with the protocol identified in the Operations, Maintenance, & Monitoring Manual. The results of field visits are documented on field logs. If anything unusual is observed or if any problems with system operation are identified during a routine field visits, the observation is reported to Jack, who in turn notifies the USEPA and the U.S. Army Corps of Engineers. In addition, the subcontractor to C2 REM, who performs maintenance of the vegetative cover and removes debris and sediment from surface drain channels when necessary, reports observations of unusual activity at the site to C2 REM. The results of site inspections, monitoring, and maintenance are documented in annual operations, monitoring, and maintenance reports, which are submitted to USEPA for review.

**4. What does the monitoring data show? Are there any trends that show contaminant levels are decreasing? Have any new or emerging COCs been identified? If so, have they impacted the effectiveness of the remedy? Is the remedy functioning as expected?**

**Response:**

VOC concentrations in the vadose zone have decreased over time, suggesting that biodegradation is occurring. There are some seasonal increases in the VOC concentrations but, in general, concentrations are decreasing over time. No new COCs have been identified since monitoring commenced. All SVE wells were sampled in 2003. The SVE wells located along the perimeter of the site are monitored quarterly. VOC concentrations in these wells have either maintained a steady concentration or have decreased, indicating that VOCs are not migrating off-site. Concentrations detected in the SVE cluster wells indicate upward migration

of VOCs (from groundwater to the vadose zone) in Subareas III and IV (at waste pits 1-A, 1-B, and 1-C). The remedy is functioning as expected.

**5. Is there a continuous on-site O&M presence? If so, please describe staff and activities. If there is not a continuous on-site presence, describe staff and frequency of site inspections and activities.**

**Response:**

There is not a continuous on-site O&M presence. Bi-monthly monitoring of the cap gas collection and treatment system is performed by C2 REM staff (Christine, Stefan, and/or Ryan). In addition, inspections of the cap, off-gas collection and treatment system, surface water drainage system, subsurface drainage systems, fences, and access road are performed quarterly. Quarterly monitoring of perimeter SVE wells is also performed. Rich Lane of the U.S. Army Corps of Engineers performs site inspections on a monthly basis.

**6. Have there been any significant changes in the O&M requirements, maintenance schedules, or sampling routines in the last five years? If so, do they affect the protectiveness or effectiveness of the remedy? Please describe changes and impacts.**

**Response:**

There have been changes to the O&M requirements and schedule. These changes were made to optimize operation of the system, and do not affect the protectiveness or effectiveness of the remedy. For example, the protocol for changing the carbon canisters has been modified based on operation and performance data collected at the site, but VOC concentrations in the exhaust continue to meet the performance requirements (less than 5 ppm at the outlet). In addition, the OM&M manual stated that settlement monitoring should be performed annually, but, based on data collected to date that indicates no settlement is occurring, the frequency of settlement monitoring has been decreased to every 5 years.

**7. Would you say that O&M and/or sampling efforts have been optimized? Please describe how improved efficiency has or has not occurred.**

**Response:**

While the operations, maintenance, and monitoring program has been largely optimized, there are several optimizations that could still be implemented that would not affect the protectiveness or effectiveness of the remedy. These include: 1) reducing the frequency of site visits and monitoring to monthly; 2) reducing the soil gas volume purged daily; and 3) re-assessing the need for an SVE system at the site.

**8. Have there been unexpected O&M difficulties or costs at the site in the last five years? If so, please give details.**

**Response:**

There have not been unexpected O&M difficulties or costs in the last five years.

**9. Are you aware of any institutional controls, site access controls, new ordinances in place, changes in actual or projected land use, complaints being filed or unusual activities at the site? If so, please describe in detail.**

**Response:**

Site uses are consistent with the deed restriction. Engineering controls (fences, locks, signage) are implemented and enforced. Limited trespassing has occurred (and impacts have been limited to the onsite meeting trailer [i.e., no impacts to environmental control elements]), but fences are repaired when necessary.

**10. Have any problems been encountered that required, or will require, changes to the remedial design or ROD?**

**Response:**

An evaluation should be performed to determine if a soil vapor extraction and treatment system, a component of the remedy identified in the ROD, is necessary for the site. Based on the findings of the groundwater ROD, which provided a TI waiver for groundwater, the SVE is believed to not be necessary to address contaminants in the vadose zone that have the potential to impact groundwater.

**11. Do you have any comments, suggestions, or recommendations regarding the site?**

**Response:**

No additional comments or recommendations.

**Appendix D**  
**Site Inspection Photographs, April 15, 2005**

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Security Fence - C2REM employee unlocks the security fence on the south side of the site to provide access for the five-year review site inspection.



RCRA-Equivalent Cap - Established vegetative cover. SVE wells and southern drainage channel visible in the photograph. This photograph is facing east.



RCRA-Equivalent Cap - Southern slope of cap at its eastern end. The vegetative cover on the cap is established.



Gabion Wall - Erosion from the cap to the area south of the cap is mitigated by a gabion wall. The gabion wall appeared to be in tact and in good condition. This photo is facing west.



Drainage Channel - Surface drainage channel located near the southern border of the cap. The drainage channel was free of debris. The photograph is facing west.



Catch Basin - Drainage channels extend to catch basins located east of the cap. Catch basins were found to be free of debris. The photograph is facing east (Vermont Avenue in the background).



Access Road - Access Road extending from Vermont Avenue to cap gas collection and treatment system. This photograph is facing east.



Access Road - Access Road extending from Vermont Avenue to cap gas collection and treatment system. This photograph is facing west.



Cap Gas Collection and Treatment System - Fencing surrounding the cap gas collection and treatment system. Above-ground piping extending to and from the system is visible north of the fence. The drainage channel north of the cap is shown on the right side of the photograph. This photograph is facing west.



Cap Gas Collection and Treatment System - Lead and secondary carbon canisters and above-ground piping.



Cap Gas Collection and Treatment System - System with vapor/liquid separator right of the carbon canisters.



Cap Gas Collection and Treatment System - Influent sample valve.



Settlement Monitoring Point



Security Fence - Location of previous fence repair, on south side of the site.



Signage - Sign along security fence indicating “Caution! Hazardous Waste Site. Unauthorized Persons Keep Out”



Off-Site Areas - Photograph looking south from the site at undeveloped and residential areas.