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05 1252930

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 RECORDER'S OFFICE
 LOS ANGELES COUNTY
 CALIFORNIA

11:01 AM MAY 27 2005

TITLE(S) :



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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTIONS

<p>Recording Requested by: DEL ALMO LANDFILL, LLC c/o Waste Management, Inc Closed Sites Management Group 8310 South Valley Highway Road, Suite 200 Englewood, CO 80112</p> <p>When Recorded Return to: 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)

WHEREAS, Del Almo Landfill, LLC, (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.

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.¹

ALSO EXCEPTING THEREFROM the northerly 100 feet of the hereinabove described parcel.²

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.³

¹ 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.

² 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.

³ 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 Property⁴. 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.

⁴ 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 for 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: [Signature]

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 27th 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~~ ~~she~~ executed said instrument for the purposes therein contained as ~~his~~ ~~her~~ free and voluntary act and deed.

Kathleen L. Kawakami
NOTARY PUBLIC

My Commission Expires: 9-9-2005

[SEAL]

