

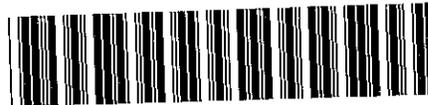


2012142479

05/02/2012 11:05 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK O'CONNELL  
RECORDING FEE: 0.00

RECORDING REQUESTED BY:



18 PGS

Northwestern Venetian Supply Corporation  
c/o R. Morgan Gilhuly  
Barg, Coffin, Lewis & Trapp, Attorneys LLP  
350 California Street  
San Francisco, Ca 94104-1435

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control  
700 Heinz Avenue  
Berkeley, California 94710  
Attention: Karen Toth, Unit Chief

18

*CA State Agency Fee Exemption # 27383*

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: County of Alameda, Assessor Parcel Number (APN) 005-0438-005, Northwestern Venetian Supply Corporation, DTSC site code number 201574.

This Covenant and Agreement (Covenant) is made by and between Northwestern Venetian Supply Corporation (Covenantor), the current owner of property situated in Oakland, County of Alameda, State of California, described in Exhibit "A" and depicted in Exhibit "B," attached, (Property), and the Department of Toxic Substances Control (the Department). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and Department, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I  
STATEMENT OF FACTS

1.01. The Property, totaling approximately 0.13 acres, is more particularly described and depicted in the attached Exhibits "A" and "B". The Property is located at 1218 24<sup>th</sup> Street, City of Oakland, County of Alameda. It is generally bounded by Union Street on the west and Magnolia Street on the east. The Property is also generally described as Alameda County Assessor's Parcel No.: 005-0438-005.

1.02. The Property is being remediated pursuant to a Removal Action Workplan (RAW), developed in accordance with Health and Safety Code, division 20, chapter 6.8 under the oversight of the Department. The RAW and a Notice of Exemption, pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq., were released for public review and comment and subsequently approved by the Department on November 15, 2010. Because hazardous substances, as defined in Health and Safety Code section 25316, which are also hazardous materials as defined in Health and Safety Code section 25260, including lead and the volatile organic compound (VOC) trichloroethene (TCE), remain in soil above unrestricted cleanup goals at depths of 1.0 foot or more below the surface of the Property, the RAW provides that a Covenant be required as part of the site remediation. Remediation includes maintaining a concrete cover ("Cap") over the Property. The Cap consists of a concrete foundation and floor within the building that occupies the entire Property. The maintenance of the Cap is pursuant to an Operation and Maintenance Manual (or Plan) incorporated into the Operation and Maintenance Agreement between 1218 24<sup>th</sup> Street LLC and the Department. The Plan was approved by the Department on March 29, 2011.

1.03. As detailed in the RAW approved by the Department on February 22, 2010, all or a portion of the subsurface soils within ten (10) feet of the surface of the Property contain hazardous substances, as defined in the Health and Safety code section 25316, which include the following contaminants of concern set forth below:

TCE was identified at concentrations up to 11 milligrams per kilogram (mg/kg) in soil. This exceeds the San Francisco Bay Regional Water Quality Control Board (SFB-RWQCB) Environmental Screening Levels (ESLs) of 0.46 mg/kg for the protection of groundwater and the U.S. EPA Regional Screening Level (RSL) for residential uses of 2.8 mg/kg. Lead was identified in soil at concentrations up to 780 mg/kg. This exceeds the California Environmental Protection Agency (Cal/EPA) California Human Health Screening Level (CHHSLs) for residential land use (150 mg/kg).

Based on comparison to environmental screening levels for residential land use, the Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21 or day care center would entail an unacceptable human health risk. The Department further concluded that the Property, as remediated, and subject to the restrictions of this Covenant, does not present an unacceptable threat to human health or safety or the environment, if limited to commercial and industrial use.

## ARTICLE II DEFINITIONS

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

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05. 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.

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

### ARTICLE III GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 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 (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 the Health and Safety Code, 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, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.04. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory

encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the APN noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.05. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering the Covenant.

#### ARTICLE IV ENVIRONMENTAL RESTRICTIONS AND REQUIREMENTS

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. Soil Management.

- (a) No activities that will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be allowed on the Property without a Soil Management Plan approved by the Department in advance.
- (b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

4.03. Non Interference with Cap.

- (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 written approval by the Department.
- (b) All uses and development of the Property shall preserve the integrity or effectiveness of the Cap.
- (c) The Cap shall not be altered without prior written approval by the Department.
- (d) Owner shall notify the Department 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 Department 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 person falling within the definition of Owner or Occupant shall satisfy this requirement on behalf of all persons falling within the definition of Owner and Occupant.

4.04. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.05. Access for Implementing Operation and Maintenance. The entity responsible for implementing the Operation and Maintenance Plan shall have reasonable right of entry and access to the Property for the purpose of implementing the Operation and Maintenance Plan until the Department determines that no further Operation and Maintenance is required.

ARTICLE V  
ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions.

ARTICLE VI  
INSPECTION AND REPORTING REQUIREMENTS

6.01. Annual Inspection and Compliance Letter. On an annual basis, the Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant and shall submit an annual compliance letter to the Department reporting on the Owner's compliance with the Restrictions set forth in Article IV of this Covenant. If any deficiencies are found during the annual inspection, Owner shall provide a written explanation with the annual compliance letter stating the specific deficiencies that were found and what efforts or measures have or will be taken to correct those deficiencies.

6.02. Form of Annual Compliance Letter. The annual compliance letter shall be

in a form substantially similar to the draft letter attached to this Covenant as Exhibit "C." Owner shall send the annual compliance letter to the Department by January 15 of each year and report on activities during the prior calendar year. The annual compliance letter shall be sent to the Department at the address listed in Article 8.03.

ARTICLE VII  
VARIANCE, TERMINATION, AND TERM

7.01. Variance. Owner, 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 Health and Safety Code section 25233.

7.02. Termination or Partial Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or partial termination of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

7.03. Term. Unless ended in accordance with paragraph 7.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VIII  
MISCELLANEOUS

8.01. No Dedication 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.

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

8.03. 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, shall specifically refer to this Covenant, 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 Owner:                   Northwestern Venetian Supply Corporation  
                                  c/o R. Morgan Gilhuly  
                                  Barg, Coffin, Lewis & Trapp, Attorneys LLP  
                                  350 California St.  
                                  San Francisco, CA 94104-1435

and

To Department:           Karen M. Toth, PE, Unit Chief  
                                  Department of Toxic Substances Control  
                                  Brownfields and Environmental Restoration Program  
                                  700 Heinz Avenue  
                                  Berkeley, California 94710

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.

8.04. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

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

8.06. Signatories. By signing below, the undersigned representative of

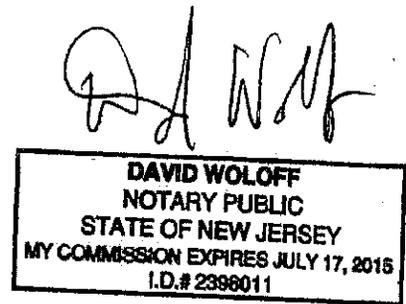
Covenantor certifies that she or he is fully authorized to enter into this Covenant on behalf of the current owner of the Property. By signing below, the undersigned representative of the Department certifies that she or he is fully authorized to enter into this Covenant on behalf of the Department.

8.07. Incorporation of Attachments. All attachments and exhibits to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor (current owner of the Property):

By: Karen Lynam  
Title: PRESIDENT  
Northwestern Venetian Supply Corporation



Date: March 9, 2012

Department of Toxic Substances Control:

By: K. M. Toth  
Title: Karen M. Toth, Unit Chief

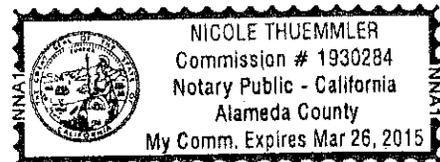
Date: 3/14/2011

STATE OF CALIFORNIA, COUNTY OF Alameda  
On 03/14/2012 before me, Nicole Thuemmler, notary public,

personally appeared Karen M. Toth  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE Nicole Thuemmler



Covenantor certifies that she or he is fully authorized to enter into this Covenant on behalf of the current owner of the Property. By signing below, the undersigned representative of the Department certifies that she or he is fully authorized to enter into this Covenant on behalf of the Department.

8.07. Incorporation of Attachments. All attachments and exhibits to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor (current owner of the Property):

By: KAREN L. LYNAM Karen L. Lynam  
Title: PRESIDENT AND SOLE SHAREHOLDER  
Northwestern Venetian Supply Corporation

Date: APRIL 19, 2012

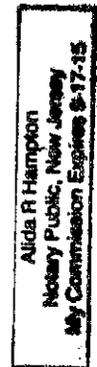
Department of Toxic Substances Control:

By: \_\_\_\_\_

Title: Karen M. Toth, Unit Chief

Date: \_\_\_\_\_

State of New Jersey, County of Mercer  
on 4/19/12, before me, Alida R Hampton,  
Notary Public personally appeared Karen L. Lynam  
who provided to me on the basis of satisfactory evidence to  
be the person whose name is subscribed to the within  
instrument and acknowledged to me that she executed the same in her  
authorized capacity and that her signatures on the instrument the person  
or the entity upon behalf of which the person acted executed the instrument  
I certify under penalty of perjury under the laws of the State of New Jersey  
that foregoing paragraph is true and correct. Alida R Hampton



SUBSTITUTION OF LEGIBLE ORIGINALS  
(G.C. 27361.7)  
I DECLARE UNDER PENALTY OF PERJURY  
THAT THIS HANDWRITTEN, OR  
TYPEWRITTEN LEGIBLE COPY IS A TRUE  
COPY OF THE ORIGINAL PAGE(S)

5/2/12 

State of New Jersey

County of Mercer

On April 19, 2012, before me, Alida R. Hampton, Notary Public, personally appeared Karen L. Lynam, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf on which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Jersey that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT A**

The land referred to herein is situated in the State of California, County of Alameda, City of Oakland, and is described as follows:

**PARCEL 1:**

A PORTION OF LOT 2 IN BLOCK "Q", AS SAID LOT AND BLOCK ARE SHOWN ON THE "MAP OF SURVEY OF NORTHERN EXTENSION OF OAKLAND," FILED NOVEMBER 6, 1867, IN BOOK 5 OF MAPS, PAGE 34, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERN LINE OF 24TH STREET, DISTANT THEREON, EASTERLY 100 FEET FROM THE EASTERN LINE OF UNION STREET, AS SAID STREETS ARE SHOWN ON SAID MAP; THENCE AT RIGHT ANGLES NORTHERLY, 87.50 FEET TO THE ACTUAL POINT OF COMMENCEMENT; THENCE AT RIGHT ANGLES EASTERLY, 33.25 FEET; THENCE AT RIGHT ANGLES NORTHERLY, 1 FOOT; THENCE AT RIGHT ANGLES WESTERLY, 33.25 FEET; THENCE AT RIGHT ANGLES SOUTHERLY, 1 FOOT TO THE ACTUAL POINT OF COMMENCEMENT.

**PARCEL 2:**

A PORTION OF LOTS 1, 2, 11 AND 12 IN BLOCK "Q", AS SAID LOTS AND BLOCK ARE SHOWN ON THE "MAP OF SURVEY OF NORTHERN EXTENSION OF OAKLAND", FILED NOVEMBER 6, 1867, IN BOOK 5 OF MAPS, PAGE 34, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERN LINE OF 24TH STREET, DISTANT THEREON EASTERLY, 100 FEET FROM THE EASTERN LINE OF UNION STREET, AS SAID STREETS ARE SHOWN ON SAID MAP; RUNNING THENCE ALONG SAID LINE OF 24TH STREET EASTERLY; 66.50 FEET; THENCE AT RIGHT ANGLES NORTHERLY, 87.38 FEET; THENCE AT RIGHT ANGLES WESTERLY, 33.25 FEET; THENCE AT RIGHT ANGLES WESTERLY, 33.25 FEET; THENCE AT RIGHT ANGLES NORTHERLY, 0.12 OF A FOOT; THENCE AT RIGHT ANGLES WESTERLY, 33.25 FEET; THENCE AT RIGHT ANGLES SOUTHERLY, 87.50 FEET TO THE POINT OF BEGINNING.

**PARCEL 3:**

A NON-EXCLUSIVE, PERPETUAL EASEMENT, FOR THE PURPOSE OF CONSTRUCTING THEREON, RAILROAD SPUR TRACKS AND FOR ALL REASONABLE USES CONNECTED WITH THE SAME, INCLUDING MAINTENANCE AND OPERATION OF FREIGHT CARS OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PORTION OF LOTS 2, 3 AND 4 IN BLOCK "Q", AS SAID LOTS AND BLOCK ARE SHOWN ON THE "MAP OF SURVEY OF NORTHERN EXTENSION OF OAKLAND, AS SURVEYED BY W. F. BOARDMAN", FILED NOVEMBER 6, 1867, IN BOOK 5 OF MAPS, PAGE 34, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF 26TH STREET, DISTANT THEREON, 112.25 FEET EASTERLY FROM THE EASTERN LINE OF UNION STREET, AS SAID STREETS ARE SHOWN ON SAID MAP; RUNNING THENCE SOUTHERLY, PARALLEL WITH THE SAID LINE OF UNION STREET, 363.50 FEET TO THE ACTUAL POINT OF COMMENCEMENT; THENCE SOUTHERLY, PARALLEL WITH THE SAID LINE OF UNION STREET, 75 FEET; THENCE EASTERLY, PARALLEL WITH THE SAID SOUTHERN LINE OF 26TH STREET, A DISTANCE OF 10.50 FEET; THENCE NORTHERLY, PARALLEL WITH THE SAID LINE OF UNION STREET, 75 FEET; THENCE WESTERLY PARALLEL WITH THE SAID SOUTHERN LINE OF 26TH STREET, A DISTANCE OF 10.50 FEET TO THE ACTUAL POINT OF COMMENCEMENT.

ASSESSOR'S PARCEL NUMBER: 005-0438-005

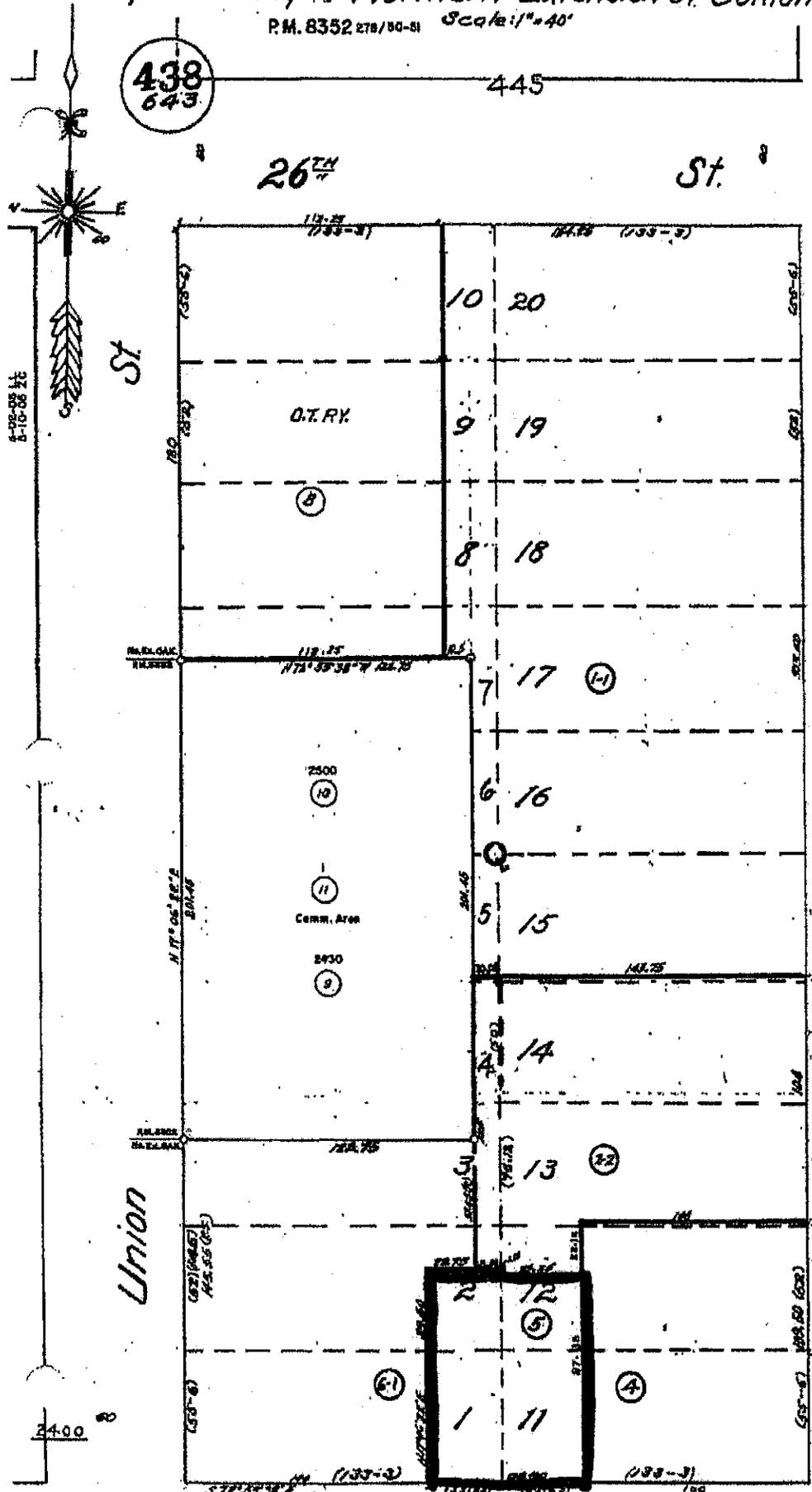
1871 Survey of Northern Extension of Union (Bk 5 Pg. 34)  
P.M. 8352 278/80-81 Scale: 1" = 40'

438  
643

445

26<sup>TH</sup> St

St



2533  
2527  
2519  
2515  
437  
2509  
2505  
2443  
2437  
2423  
2421  
2412

24<sup>TH</sup> Parcel 182 St

\* Original at tax assessors office

EXHIBIT C

Date: JANUARY 15, [year] \_\_\_\_\_

Northwestern Venetian, 1218 24<sup>th</sup> Street, Oakland, Project Manager  
Department of Toxic Substances Control  
Brownfields and Environmental Restoration Program  
700 Heinz Avenue, Suite 200  
Berkeley, California 94710

**Subject: Northwestern Venetian Annual Compliance Letter  
Environmental Restriction for 1218 24<sup>th</sup> Street, Oakland, California.**

To Whom It May Concern:

The purpose of this letter is to provide the Department of Toxic Substances Control (DTSC) with an annual compliance letter, as required by the Covenant to Restrict Use of Property Environmental Restriction (Environmental Restriction) dated [ADD DATE] recorded for the Northwestern Venetian property, 1218 24<sup>th</sup> Street in Oakland, California (the Property). A copy of the Environmental Restriction with a map of the Property is attached at **Tab 1**.

Northwestern Venetian Supply Corporation (Covenantor) owns the Property. The Environmental Restriction requires the Covenantor or successor to report annually on compliance with the environmental restrictions for the Property.

**Northwestern Venetian Supply Corporation, 1218 24<sup>th</sup> Street, OAKLAND,  
CALIFORNIA,  
APN 005-0438-005 Site No. 201574**

The information below constitutes the Covenantor's annual compliance letter to DTSC,  
as required by the Environmental Restriction for the period from \_\_\_\_\_ to  
\_\_\_\_\_.

---

	In Compliance	Not in Compliance (If checked, Explanation of Deficiencies must be attached)
1. The restrictions in the Environmental Restriction, Article IV, paragraph 4.01 have been met.	<input type="checkbox"/>	<input type="checkbox"/>
2. The restrictions in the Environmental Restriction, Article IV, paragraph 4.03 have been met.	<input type="checkbox"/>	<input type="checkbox"/>

4. For the year \_\_\_\_\_, commencing in \_\_\_\_\_ and ending in \_\_\_\_\_, the following occurred on the Property. **[Check all that apply for the reported year. Use the left column if NO WORK was done in the Property. Use the right column if work was done in the Property.]**

No Work Done on Property	Work Done on Property
<p>The following activities were not performed on the property:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Excavation</li> <li><input type="checkbox"/> Grading</li> <li><input type="checkbox"/> Soil Removal</li> <li><input type="checkbox"/> Trenching</li> <li><input type="checkbox"/> Filling/ Backfilling</li> <li><input type="checkbox"/> Earth Movement</li> <li><input type="checkbox"/> Mining</li> </ul>	<p>The following activities were performed on the property:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Excavation</li> <li><input type="checkbox"/> Grading</li> <li><input type="checkbox"/> Soil Removal</li> <li><input type="checkbox"/> Trenching</li> <li><input type="checkbox"/> Filling</li> <li><input type="checkbox"/> Earth Movement</li> <li><input type="checkbox"/> Mining</li> </ul> <p>In accordance with the Environmental Restriction, the above activities were done after <b>all</b> of the following:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Implemented a DTSC-approved Soil Management Plan</li> <li><input type="checkbox"/> Provided notice to the DTSC at least 14 days before commencement of any of the above activities.</li> </ul>

I, the undersigned, hereby certify that the environmental restriction for the above-described property has been complied with for the indicated time period. Alternatively, any known deficiencies and completed or planned actions to address such deficiencies are described in the attached Explanation of Deficiencies.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name:

Title:

Contact Telephone Number:

Explanation of Deficiencies (if required):