

14
* Accomodation Recording *
RECORDING REQUESTED BY:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
700 Heinz Avenue
Berkeley, California 94710
Attention: Branch Chief
Brownfields and Environmental Restoration
Program, Berkeley Office



San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2013-J691035-00

Acct 3-FIRST AMERICAN Title Company
Friday, JUN 21, 2013 08:00:00
Ttl Pd \$60.00 Rcpt # 0004719476
REEL K923 IMAGE 0014
oar/MA/1-15

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION**

**Re: APN: 0463A--008
134 Alhambra Street
City of San Francisco
County of San Francisco
DTSC Site Code 201873**

This Covenant and Agreement ("Covenant") is made by and among Pacific Gas and Electric Company (the "Covenantor"), the current owner of property situated in the City and County of San Francisco, State of California, described in Exhibit "A," attached hereto and incorporated herein by this reference (the "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 (or portions of the land) of hazardous materials as defined in Health and Safety Code Section 25260 and hazardous substances as defined in Health and Safety Code Section 25316. The Covenantor and the Department, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code Section 1471, and Health and Safety Code sections 25355.5 that the use of the Property be restricted as set forth in this Covenant. The Parties further agree that this Covenant shall conform with the requirements of California Code of Regulations, Title 22, Section 67391.1.

Initials /

ARTICLE I
STATEMENT OF FACTS

1.01. The Property comprises approximately 2,996 square feet, is located at 134 Alhambra Street, City and County of San Francisco, State of California, and is generally described as San Francisco County Assessor's Parcel No. 0463A--008. The Property is located on the north side of Alhambra Street between Pierce Street and Mallorca Way. From approximately 1886 until 1906, the Property was part of a larger parcel that was used as a Manufactured Gas Plant (MGP) also known as the "Fillmore MGP." Pacific Gas and Electric Company (PG&E) purchased the Fillmore MGP in 1905 and operated it until the MGP was destroyed as a result of the April 18, 1906 earthquake. Later, the Property was also part of an area owned by the City and County of San Francisco (the "City") and used as the site of the Panama Pacific International Exhibition (PPIE), from approximately 1912 through 1916. After the PPIE, the Property was part of a larger residential development in the 1920's and was first built in 1925. Currently, the Property is used as a single family residence.

1.02. PG&E and the Department entered into a Voluntary Cleanup Agreement (VCA, Docket No. HSA-VCA-09/10-111) for the Fillmore MGP site in May of 2010. Under the VCA, the Department provided oversight of investigation and remediation of MGP-related contamination at the Property in accordance with Health and Safety Code (HSC) Division 20, Chapter 6.8. Thereafter, PG&E conducted an Initial Site Investigation ("Preliminary Study") on the Property. The Preliminary Study included the collection of subsurface soil samples and soil gas samples on the Property. Analytical data produced and submitted to The Department as a result of the Preliminary Study showed that subsurface soil (i.e., deeper than one (1) foot below ground surface (bgs)) at the Property contained residual MGP material with polynuclear aromatic hydrocarbons (PAH) concentrations above urban ambient concentrations, and that further action was required. The analytical results showed that no further action was required for soil gas.

1.03. In May, 2012, PG&E submitted to the Department a Remedial Action Plan ("RAP") for the cleanup of MGP-related contamination at properties within the Fillmore MGP Site. The RAP included a health risk evaluation and developed unrestricted use cleanup goals for MGP-related contaminants of concern at the Site. The Department prepared an Initial Study and Negative Declaration (IS/ND) for the RAP pursuant to the California Environmental Quality Act (CEQA), Public Resources Code section 21000 et seq. The RAP and IS/ND were released for public review and subsequently approved by the Department on May 16, 2012. Pursuant to the approved RAP, PG&E submitted to the Department a property specific Remedial Design and Implementation Plan (RDIP) for the removal and off-site disposal of PAH-impacted subsurface soil at the Property. The Department approved the RDIP on June 18, 2012, and the remedy was implemented and completed as set forth in the Remedial Action Completion Report (RACR) submitted September 12, 2012 and approved by the Department on April 16, 2013.

1.04. No soil beneath the house on the Property was removed during implementation of the remedy. The Preliminary Report indicates that soil beneath the house is likely to contain PAH concentrations above the unrestricted use cleanup goal. In areas of the backyard adjacent to the house, soil containing PAH concentrations above the cleanup goal could not be removed below a depth of about three (3) feet below ground surface (bgs) due to limited access and to avoid

Initials /

destabilizing the house, fences and other residential structures (see Exhibit A). In these areas a concrete slab is present which precludes direct contact with the PAHs in soil.

1.05. This Covenant is required as part of the property remediation because MGP residues in soil remain at concentrations that are above the unrestricted use cleanup goal in subsurface soil at the Property. A Cap is required to reduce the likelihood of soil disturbance and the potential for direct contact with residual PAH concentrations in soil above cleanup goals. The Cap consists of the house, a portion of the flagstone paving in the backyard, and the concrete walkways in the backyard along the sides of the house (Exhibit B). No Cap is required in those areas of the backyard where soil sampling and analysis has shown that PAH concentrations are below the cleanup goal (see Exhibit A).

1.07. Based on the above work and documentation, the Department has concluded that use of the Property as a single family residence, in accordance with the restrictions set forth in this Covenant, does not and will not pose an unacceptable risk to human health or the environment.

ARTICLE II DEFINITIONS

2.01. Cap. "Cap" means the Restricted Access Cap Area and the Restricted Access Cap Area > 3 ft. BGS.

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

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

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

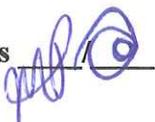
2.05. Occupant. "Occupant" means Owner and any person or entity entitled by Ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

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.

2.07. Restricted Access Cap Area. "Restricted Access Cap Area" means those areas beneath the house where subsurface soil cannot be removed (see Sections 1.04 and 1.05). In those areas, contact with the soil is mitigated by the existing structure, which functions as a Cap. The Restricted Access Cap Area is shown on Exhibit "B," which is attached hereto and incorporated herein by reference.

2.07. Restricted Access Cap Area \geq 3 ft. BGS. In some areas at the Property, impacted soil containing PAH concentrations above the unrestricted use cleanup goal remains in place at a depth of greater than three (3) feet bgs (see Sections 1.04 and 1.05). In those areas, contact with

Initials



impacted soil was mitigated by installation of a concrete surface barrier, which functions as an additional protective barrier. "Restricted Access Cap Area \geq 3 ft. BGS" means those areas of the Property where such impacted soil remains at a depth of greater than three (3) feet BGS. The Restricted Access Cap Area \geq 3 ft. BGS is shown on Exhibit "B," which is attached hereto and incorporated herein by reference.

2.08. Unrestricted Area. "Unrestricted Area" means all areas of the Property except the Restricted Access Cap Area and the Restricted Access Cap Area \geq 3 ft. BGS. The Unrestricted Area consists of the portion of the backyard with PAH concentrations below the cleanup goal, and therefore a Cap is not required (see Section 1.06). Unrestricted Area is shown on Exhibit "B," which is attached hereto and incorporated herein by reference.

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 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 Owner/Occupants. 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; this Covenant, and for the sole purpose of this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assigns, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

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

3.04. Conveyance of Property. 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 Owner conveying such interest shall provide written notice to the Department of the conveyance. 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 Assessor's Parcel Number (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.

Initials



3.05. Costs of Administering the Covenant to be paid by PG&E. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. PG&E has agreed that, pursuant to California Code of Regulations, Title 22, Section 67391.1(h), it shall pay all of the Department's cost in administering this Covenant. The Department agrees that it shall look first to PG&E, and not to any Owner or Occupant of the Property, for payment of such costs. In the event that the Department is unable to recover such costs from PG&E, then Covenantor covenants for Covenantor and for all subsequent Owner that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the then-current Owner of the Property shall pay the Department's costs in administering this Covenant. In such case, the then current Owner of the Property shall retain any and all rights that it may have against PG&E with respect to such costs.

ARTICLE IV

RESTRICTIONS AND REQUIREMENTS

4.01. The Property may be used for residential purposes in accordance with current zoning.

4.02. Restrictions.

(a) There shall be no activities that will disturb soil within the Restricted Access Cap Area \geq 3 ft. BGS at a depth of more than three (3) feet below grade, including, without limitation, excavation, grading, movement, or removal of soil, except pursuant to a Soil Management Plan approved by the Department, which includes advance notice to the Department before such activities may begin.

(b) There shall be no activities that will disturb soil within the Restricted Access Cap Area including, without limitation, excavation, grading, movement, or removal of soil, except pursuant to a Soil Management Plan approved by the Department, which includes advance notice to the Department before such activities may begin.

(c) 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, or earth movement) shall not be permitted on the Restricted Access Cap Area and Restricted Access Cap Area \geq 3 ft. BGS without prior written approval by the Department.

(b) All uses and development of the Restricted Access Cap Area and Restricted Access Cap Area \geq 3 ft. BGS shall preserve the integrity or effectiveness of the Cap.

(c) The Cap shall not be altered without prior written approval by the Department.

4.03. Emergency Repairs. The restrictions described in Section 4.02 and 4.03 above, shall not apply to activities necessary for the maintenance, relocation, repair, replacement or upgrade of

Initials



utilities at, or run through, over, or under, the Property, provided that, where any emergency maintenance to utilities is performed more than three feet below ground surface within the Restricted Access Cap Area \geq 3 ft. BGS, or within the Restricted Access Cap Area, the then-current owner of the affected Property shall provide written notice of such repairs to the Department within fourteen (14) days after completion of such repairs and shall provide a copy of this Covenant to any third party performing the excavation and/or repair work prior to starting the work. Any soil brought to the surface from more than three (3) feet below grade from the Restricted Access Cap \geq 3 ft. BGS, or within the Restricted Access Cap Area, during such work shall be used, to the extent possible, for backfill in the trench or excavation from which the soil was removed. Any soil brought to the surface that needs to be removed from the Property and disposed-of will be characterized for disposal by PG&E and disposed of in accordance with all federal, state and local regulations.

4.04. Soil Management Plan. Prior to commencing any non-emergency activity more than three (3) feet below ground surface within the Restricted Access Cap Area \geq 3 ft. BGS, or within the Restricted Access Cap Area, the then-current Owner of the affected Property shall provide to the Department a Soil Management Plan identifying the procedures for handling soil brought to the surface from more than three (3) feet below grade from any Restricted Access Cap Area \geq 3 ft. BGS or Restricted Access Cap Area. The Soil Management Plan shall include a provision requiring advance notice to the Department before such soil activities begin.

4.05. 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.

ARTICLE V **ENFORCEMENT**

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant is a 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, as provided by law.

ARTICLE VI **ANNUAL COMPLIANCE LETTER AND REPORTING REQUIREMENT**

6.01. Annual Compliance Letter. The Owner shall complete and send a compliance letter to the Department verifying compliance with this Covenant, including the Restrictions set forth in Article IV. PG&E shall provide the Owner with annual notification of the need for compliance with the Annual Compliance Letter requirement set forth in this paragraph 6.01.

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". The Owner shall send the Department the annual compliance letter by March 1st of each year and report on

Initials

MP / 

activities during the prior calendar year. The annual compliance letter shall be sent to the Department at the address listed in Article 8.04.

6.03. Reporting Requirements. If the Owner identifies any violations of this Covenant during the annual inspection or at any other time, the Owner must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant, and demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 days of its original transmission.

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, Partial Termination or Modification. Owner, or any other aggrieved person, may apply to the Department for a termination, partial termination, or modification 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 25224. To the extent future work at the Property eliminates the need for portions of the Property to be designated as a Restricted Access Cap Area or Restricted Access Cap Area \geq 3 ft. BGS, or otherwise more accurately defines such areas, then, the Parties may modify Exhibit B as appropriate and record the revised Exhibit B in the County of San Francisco. To the extent future work or investigation at the Property more accurately defines the Unrestricted Area at the Property, the Parties may modify Exhibit B as appropriate and record the revised Exhibit B in the County of San Francisco.

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. Department and PG&E References. All references to the Department and PG&E include successor entities.

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

Initials 

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

To Owner:

Pacific Gas and Electric Company
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

To Department:

Branch Chief
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
700 Heinz Avenue
Berkeley, CA 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.

8.05. 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.

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

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

Initials  / 

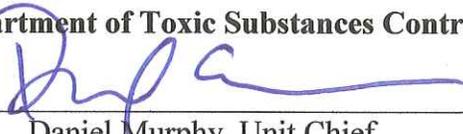
IN WITNESS WHEREOF, the Parties execute this Covenant as of the last date indicated below.

Covenantor:

By: 
Marvin Penner, Manager
Land Management
Representing Pacific Gas and Electric Company

Date: 6-6-2013

Department of Toxic Substances Control

By: 
Daniel Murphy, Unit Chief
Brownfields and Environmental Restoration Program

Date: 6/13/13

Initials  / 

Exhibit A

DESCRIPTION OF THE PROPERTY

The following described real property, located in the City and County of San Francisco, State of California:

BEGINNING at a point on the northwesterly line of Alhambra Street, distant thereon 190.180 feet southwesterly from the southwesterly line of Mallorca Way; running thence southwesterly along the northwesterly line of Alhambra Street 25.036 feet; thence North 40° 49' 15" West 128.118 feet; thence North 66° 45' 12" East 23.646 feet, thence South 41° 59' 28" East 121.628 feet to the point of beginning.

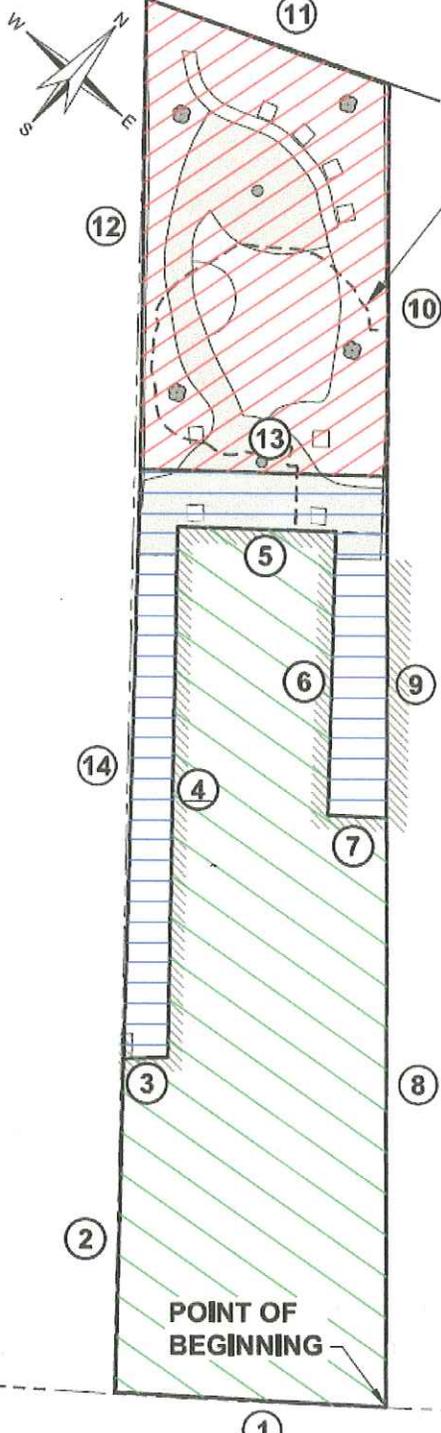
BEING portion of Marina Gardens.

APN: 0463A-008

Initials



**EXHIBIT B
RESTRICTED AND UNRESTRICTED AREAS**



EXTENT OF EXCAVATION

LEGEND

-  UNRESTRICTED AREA
-  RESTRICTED ACCESS CAP
-  RESTRICTED ACCESS CAP ≥ 3 ft. BGS

COURSE BEARING AND DISTANCE

| ID | BEARING | DISTANCE |
|----|------------------|----------|
| 1 | S51° 56' 35.77"W | 24.89' |
| 2 | N39° 38' 07.07"W | 30.69' |
| 3 | N47° 34' 34.64"E | 4.04' |
| 4 | N39° 55' 39.88"W | 48.73' |
| 5 | N50° 22' 02.34"E | 14.55' |
| 6 | S39° 24' 52.25"E | 26.05' |
| 7 | N51° 21' 47.17"E | 5.43' |
| 8 | S40° 53' 58.14"E | 54.17' |
| 9 | N40° 53' 58.14"W | 31.35' |
| 10 | N40° 51' 21.52"W | 35.99' |
| 11 | S68° 00' 14.42"W | 23.68' |
| 12 | S40° 27' 12.73"E | 43.16' |
| 13 | N50° 22' 02.34"E | 22.72' |
| 14 | S39° 22' 05.22"E | 54.12' |

**T. 015 R. 05 W. M.O.M.
NE 1/4 OF SW 1/4 OF SEC. 32**

HALEY & ALDRICH

FORMER FILLMORE MANUFACTURED GAS PLANT
SITE SOIL REMEDIATION PROPERTY APN 0463A-008
SAN FRANCISCO, CALIFORNIA

SITE PLAN

FEBRUARY 2013

EXHIBIT B

Drafting: Melissa C. BARRERA, PEGE FILLMORE, MOP/PO/DC/AC/BEARING AND DISTANCE/SUBORDINATE/BLOCK/ACT/VO
 Checker: Nancy LUGNIGLIO, B.S. Drawing: Jaymie D'AMICO, February 7, 2013

Alhambra Street

0 15

Initials

Handwritten initials and a circled 'e'

Exhibit C—Sample Letter

March 1, _____ (year)

_____, Branch Chief
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
700 Heinz Avenue
Berkeley, CA 94710

SUBJECT: ANNUAL COMPLIANCE LETTER — COVENANT TO RESTRICT USE OF PROPERTY

[Address], San Francisco, CA

Dear _____:

This letter provides the Department of Toxic Substances Control (DTSC) with the Annual Compliance Report required by the Covenant To Restrict Use Of Property Environmental Restriction (Deed Restriction) recorded on _____, 2012, with respect to [Address], San Francisco, California (the Property).

Article VI of the Deed Restriction requires that the current owner of the Property complete an Annual Compliance Letter verifying compliance with Article IV of the Covenant.

The undersigned owner hereby certifies that, for the year commencing _____, 20____, and ending _____, 20____ (place a check mark in each applicable box):

- The Property was used for residential purposes.
- No activities took place at the Property that disturbed soil in the Restricted Access Cap Area, and/or soil in the Restricted Access Cap Area \geq 3 ft. BGS at a depth of 3 feet below ground surface (bgs) or greater, except pursuant to a Soil Management Plan approved by DTSC.
- No activities took place at the Property that disturbed the Cap.
- No (MGP) contaminated soils were brought to the surface by grading, excavation, trenching or backfilling that were not managed according to a Soil Management Plan approved by DTSC.
- The following activities took place at the Property that 1) disturbed the Cap; 2) disturbed soil in the Restricted Access Cap Area and/or soil in the Restricted Access Cap Area \geq 3 ft. BGS at a depth of more than three (3) feet below ground surface, without (or inconsistent with) a Soil Management Plan approved by DTSC; (3) or resulted in (MGP) contaminated soils being brought to the surface but not managed according to a Soil Management Plan approved by DTSC.

Initials 

(Describe in detail; attach additional pages or documents, including maps, as necessary):

As provided in the Notice of Settlement and Release regarding the Property recorded on April ____, 20 ____, PG&E is responsible to pay DTSC's costs in administering the Deed Restriction, including costs associated with DTSC's review of this Annual Notice.

Sincerely,

Property Owner, [Address], San Francisco, CA

Initials  / _____

State of California)
County of Sacramento)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On June 4, 2013 before me, Seth William Curran, Notary Public,
(here insert name and title of the officer)

personally appeared Marvin Penner

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



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Alameda

On June 13, 2013 before me, Nicole Thuemmler, Notary Public
(Here insert name and title of the officer)

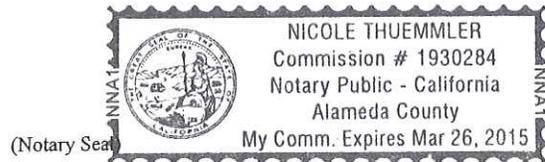
personally appeared Daniel Murphy

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.

Nicole Thuemmler
 Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

| |
|--|
| DESCRIPTION OF THE ATTACHED DOCUMENT <u>Covenant to restrict use of</u> <small>(Title or description of attached document)</small> <u>Property APN: 0463A-008</u> <small>(Title or description of attached document continued)</small> Number of Pages <u>2</u> Document Date <u>6/13/13</u> <small>(Additional information)</small> |
|--|

| |
|---|
| CAPACITY CLAIMED BY THE SIGNER <input type="checkbox"/> Individual (s) <input type="checkbox"/> Corporate Officer _____ <small>(Title)</small> <input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____ |
|---|

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document