SDMS Doc ID 2033783

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX

IN THE MATTER OF: LORENTZ BARREL & DRUM SUPERFUND SITE	)))))	EPA DOCKET NUMBER 2002-04
UNDER THE AUTHORITY OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, 42 U.S.C. § 9601, et seq., as amended.	)))))	AGREEMENT AND COVENANT NOT TO SUE 10th STREET LAND MANAGEMENT

I. INTRODUCTION

This Agreement and Covenant Not to Sue ("Agreement") is made and entered into by and between the United States on behalf of the Environmental Protection Agency ("EPA") and 10th Street Land Management (Settling Respondent) (collectively the "Parties").

This Agreement is entered into pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601, et seq. and the authority of the Attorney General of the United States to compromise and settle claims of the United States.

The purpose of this Agreement is to facilitate the maintenance of remedial facilities and the development of the Lorentz Barrel & Drum Superfund Site, CAD029295706, in San Jose, California (the "Site"). 10th Street Land Management is a California corporation formed to acquire the Site from the Lorentz Estate, which plans to operate the property as a parking and storage facility for commercial trucks, other vehicles and equipment.

The property was owned and operated for many years by Ernest Lorentz as an industrial container recycling facility, and is now opened by Mr. Lorentz's estate, which is insolvent. In 1988, EPA issued the Operable Unit 2 ROD for shallow groundwater extraction and treatment and in 1990 EPA and eleven Potentially Responsible Parties (PRPs) signed a Consent Decree requiring the PRPs to design, construct, and operate a shallow groundwater extraction and

treatment system as specified in the 1988 ROD. In 1992, EPA and a different group composed of seven PRPs signed an Administrative Consent Order to remove and dispose of remaining barrels, sumps, drums and debris. In 1993, the EPA issued the Operable Unit 1 ROD to address all remaining sources of contamination not previously addressed at the property. Final construction of the Operable Unit 1 remedy, which included installation of an asphaltic cap, soil vapor extraction system and groundwater monitoring, was completed in September 1998.

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Sections VIII, IX, X, and XI, the potential liability of the Settling Respondent for the Existing Contamination at the Property which would otherwise result from Settling Respondent becoming the owner of the Property.

The Parties agree that the Settling Respondent's entry into this Agreement, and the actions undertaken by the Settling Respondent in accordance with the Agreement, do not constitute an admission of any liability by the Settling Respondent.

The resolution of this potential liability, in exchange for provision by the Settling Respondent to EPA of a substantial benefit, is in the public interest.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations, including any amendments thereto.

1. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

2. "Existing Contamination" shall mean

a. any hazardous substances, pollutants or contaminants present or existing on or under the Property as of the effective date of this Agreement;

b. any hazardous substances, pollutants or contaminants that migrated from the Property prior to the effective date of this Agreement; and

c. any hazardous substances, pollutants or contaminants presently at the Site that migrate onto or under or from the Property after the effective date of this Agreement.

3. "Institutional Controls" shall mean the obligations set forth in the Covenant to Restrict Use of Property/Environmental Restriction, a similar form of which is attached hereto as Exhibit 1, to be entered into between the Settling Respondent and the State of California Department of Toxic Substances Control ("DTSC").

4. "Parties" shall mean the United States on behalf of EPA, and the Settling Respondent.

5. "Property" shall mean that portion of the Site, encompassing approximately five acres, located at 1507 South10th Street, San Jose, Santa Clara County, California, which is described in Exhibit 2 of this Agreement.

6. "Settling Respondent" shall mean10th Street Land Management, and its officers, directors, agents, representatives, and employees.

7. "Site" shall mean the Lorentz Barrel & Drum Superfund Site located at the corner of S. 10th Street and Alma in San Jose, California, approximately five acres depicted generally on the map attached as Exhibit 3. The Site shall include the Property, and all areas to which hazardous substances and/or pollutants or contaminants have come to be located.

8. "United States" shall mean the United States of America, its departments, agencies, and instrumentalities.

III. STATEMENT OF FACTS

9. Settling Respondent is not a PRP and has no current obligations with respect to the Site. As part of the consideration for the entering into of this Agreement, Settling Respondent has entered into a Prospective Purchaser Agreement with the California DTSC undertaking continuing obligations with respect to the ongoing inspection, maintenance, and improvement of the asphalt cap, retaining walls and concrete structures, and security fencing and gates at the Property.

Additonally, the Settling Respondent has agreed to pay DTSC the sum of $192,000 and agreed to DTSC's Covenant to Restrict Use of Property/Environmental Restriction (see Exhibit 1 hereto). Subject to approval of the Santa Clara County Probate Court, Settling Respondent has secured the agreement of the Estate and the known heir, Ms. Joyce Daniels, to sell the Property to it.

10. The Settling Respondent represents, and for the purposes of this Agreement EPA relies on those representations, that Settling Respondent has had no involvement with the Property or the Site.

IV. PAYMENT

11. In consideration of and in exchange for the United States' Covenant Not to Sue in Section IX herein and Removal of Lien in Section XXI, Settling Respondent agrees to pay to EPA the sum of $408,000, within 30 days of the effective date of this Agreement. The Settling Respondent shall make all payments required by this Agreement in the form of a certified check or Electronic Funds Transfer ("EFT" or wire transfer) made payable to "EPA Hazardous Substance Superfund," referencing EPA Region IX, EPA Docket number 2002-04, and Site ID# 0989 and name and address of Settling Respondent. Wire transfer payments shall be made in accordance with instructions to be provided to Settling Respondent by EPA following the effective date of this Agreement.

12. Certified checks, along with a transmittal letter, shall be sent to:

EPA Region IX
Attn: Superfund Accounting
P.O. Box 360863M
Pittsburgh PA 15251

Notice of payment (including a copy of the checks and transmittal letter) shall be sent to those persons listed in Section XV (Notices and Submissions) and to:

Donald Loi
Financial Management Specialist (PMD-6)
U.S. EPA Region IX
75 Hawthorne Street, San Francisco, CA 94105

Section Chief
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Attn: Bradley O'Brien

The cash amount paid by Settling Respondent pursuant to this Agreement shall be deposited into a Special Account and shall be retained and used to conduct or finance response actions at or in connection with the Site, or transferred by EPA to the EPA Hazardous Substance Superfund.

13. Amounts due and owing pursuant to the terms of this Agreement but not paid in accordance with the terms of this Agreement shall accrue interest at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), compounded on an annual basis.

V. WORK TO BE PERFORMED

14. Settling Respondent agrees to perform the work described in the Statement of Work, attached as Exhibit 4 hereto, in consideration for this agreement. The work to be performed includes the routine inspection, maintenance, and improvement of the asphalt cap, retaining walls and concrete structures, and providing security fencing and gates at the Property.

VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

15. Commencing upon the date that it acquires title to the Property, Settling Respondent agrees to provide to EPA, the California DTSC, and their authorized officers, employees, representatives, and all other persons performing response actions under EPA or DTSC oversight, an irrevocable right of access at all reasonable times to the Property for the implementation of response actions at the Site, for the purposes of performing and overseeing response actions at the Site under federal and state law. EPA agrees to provide reasonable notice to the Settling Respondent of the timing of response actions to be undertaken at the Property. Notwithstanding

any provision of this Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901,("RCRA") et. seq., and any other applicable statute or regulation, including any amendments thereto.

16. With respect to any Property owned or controlled by the Settling Respondent that is located within the Site, within 15 days after the effective date of this Agreement or the date of acquisition of any Property, whichever date is later, the Settling Respondent shall submit to EPA for review and approval a notice to be filed with the Recorder's Office, Santa Clara County, State of California, which shall provide notice to all successors-in-title that the Property is part of the Site, that EPA selected remedies for the soil and groundwater contamination at the site on September 22, 1988 and August 26, 1993, and that potentially responsible parties have implemented part of the remedies pursuant to a Partial Consent Decree in United States v. E.I. duPont de Nemours & Co., et al., filed on July 6, 1990 in the United States District Court for the Northern District of California, case number C 90 0488 EFL and an Administrative Order on Consent in United States v.Eastman Kodak Company, et al., issued in October, 1992, EPA Region 9 Order No. 92-29, Administrative Record Number AR0536. The Settling Respondent shall record the notice within 10 days of EPA's approval of the notice. The Settling Respondent shall provide EPA with a certified copy of the recorded notice(s) within 10 days of recording such notice.

17. The Settling Respondent shall ensure that assignees, successors in interest, lessees, and sublessees of the Property shall provide the same access and cooperation, including any Institutional Controls. The Settling Respondent shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the

Property or an interest in the Property are consistent with this Section, and Section XII (Parties Bound/Transfer of Covenant), and Section V (Work to be Performed) of the Agreement..

VII. DUE CARE/COOPERATION

18. The Settling Respondent shall exercise due care at the Site with respect to the Existing Contamination and shall comply with all applicable local, State, and federal laws and regulations. The Settling Respondent recognizes that the implementation of response actions at the Site may interfere with the Settling Respondent's use of the Property, and may require closure of its operations or a part thereof. The Settling Respondent agrees to cooperate fully with EPA in the implementation of response actions at the Site and further agrees not to interfere with such response actions. EPA agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Settling Respondent's operations by such entry and response. In the event the Settling Respondent becomes aware of any action or occurrence which causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Respondent shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. §9603, or any other law, immediately notify EPA of such release or threatened release.

VIII. CERTIFICATION

19. By entering into this agreement, the Settling Respondent certifies that to the best of its knowledge and belief it has fully and accurately disclosed to EPA all information known to Settling Respondent and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or any

past or potential future release of hazardous substances, pollutants or contaminants at or from the Site and to its qualification for this Agreement. The Settling Respondent also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Site. If the United States determines that information provided by Settling Respondent is not materially accurate and complete, the Agreement, within the sole discretion of the United States, shall be null and void and the United States reserves all rights it may have.

IX. UNITED STATES' COVENANT NOT TO SUE

20. Subject to the Reservation of Rights in Section X of this Agreement, upon payment of the amount specified in Section IV (Payment) of this Agreement, the United States covenants not to sue or take any other civil or administrative action against Settling Respondent for any and all civil liability for injunctive relief or reimbursement of response costs pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a) with respect to the Existing Contamination.

X. RESERVATION OF RIGHTS

21. The covenant not to sue set forth in Section IX above does not pertain to any matters other than those expressly specified in Section IX (United States' Covenant Not to Sue). The United States reserves and the Agreement is without prejudice to all rights against Settling Respondent with respect to all other matters, including but not limited to, the following:

(a) claims based on a failure by Settling Respondent to meet a requirement of this Agreement, including but not limited to Section IV (Payment), Section V (Work to be Performed), Section VI (Access/Notice to Successors in Interest), Section VII (Due Care/Cooperation), and Section XV (Payment of Costs);

(b) any liability resulting from past or future releases of hazardous substances, pollutants or contaminants, at or from the Site caused or contributed to by Settling Respondent, its

successors, assignees, lessees or sublessees;

(c) any liability resulting from exacerbation by Settling Respondent, its successors, assignees, lessees or sublessees, of Existing Contamination;

(d) any liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants, at the Site after the effective date of this Agreement, not within the definition of Existing Contamination;

(e) criminal liability;

(f) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessment incurred by federal agencies other than EPAand which is not due to existing contamination;

(g) liability for violations of local, State or federal law or regulations; and

(h) liability for institutional controls as set forth in the Covenant to Restrict Use of Property/Envronmental Restriction (see Exhibit 1), to be entered into between Settling Respondent and DTSC.

22. With respect to any claim or cause of action asserted by the United States, the Settling Respondent shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

23. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a party to this Agreement.

24. Nothing in this Agreement is intended to limit the right of EPA to undertake future response actions at the Site or to seek to compel parties other than the Settling Respondent to perform or pay for response actions at the Site. Nothing in this Agreement shall in any way

restrict or limit the nature or scope of response actions which may be taken or be required by EPA in exercising its authority under federal or state law. Settling Respondent acknowledges that it is purchasing Property where response actions may be required.

XI. SETTLING RESPONDENT'S COVENANT NOT TO SUE

25. In consideration of the United States' Covenant Not To Sue in Section IX of this Agreement, the Settling Respondent hereby covenants not to sue and not to assert any claims or causes of action against the United States, its authorized officers, employees, or representatives with respect to the Site or this Agreement, including but not limited to, any direct or indirect claims for reimbursement from the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507, through CERCLA Sections 106(b)(2), 111, 112, 113, or any other provision of law, any claim against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 related to the Site, or any claims arising out of response activities at the Site, including claims based on EPA's oversight of such activities or approval of plans for such activities.

26. The Settling Respondent reserves, and this Agreement is without prejudice to, actions against the United States based on negligent actions taken directly by the United States, not including oversight or approval of the Settling Respondent's plans or activities, that are brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA. Nothing herein shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

XII. PARTIES BOUND/TRANSFER OF COVENANT

27. This Agreement shall apply to and be binding upon the United States, and shall apply to and be binding upon the Settling Respondent, its officers, directors, and employees. The United

States' Covenant Not to Sue in Section IX and Contribution Protection in Section XIX shall apply to Settling Respondent's officers, directors, or employees, to the extent that the alleged liability of the officer, director, or employee is based on its status and in its capacity as an officer, director, or employee of Settling Respondent, and not to the extent that the alleged liability arose independently of the alleged liability of the Settling Respondents. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.

28. Notwithstanding any other provisions of this Agreement, all of the rights, benefits and obligations conferred upon Settling Respondent under this Agreement may be assigned or transferred to any person with the prior written consent of EPA which shall exercise its discretion in accordance with applicable federal law, policies, and regulations.

29 The Settling Respondent agrees to pay the reasonable costs incurred by EPA to review any subsequent requests for consent to assign or transfer the benefits conferred by this Agreement.

30. In the event of an assignment or transfer of the Property or an assignment or transfer of an interest in the Property, the assignor or transferor shall continue to be bound by all the terms and conditions, and subject to all the benefits, of this Agreement except as EPA and the assignor or transferor agree otherwise and modify this Agreement, in writing, accordingly. Moreover, prior to or simultaneous with any assignment or transfer of the Property, the assignee or transferee must consent in writing to be bound by the terms of this Agreement including but not limited to the certification requirement in Section VIII of this Agreement in order for the Covenant Not to Sue in Section IX to be available to that party. The Covenant Not To Sue in Section IX shall not be effective with respect to any assignees or transferees who fail to provide such written consent to EPA.

XIII. DISCLAIMER

31. This Agreement in no way constitutes a finding by EPA as to the risks to human health and the environment which may be posed by contamination at the Property or the Site nor constitutes any representation by EPA that the Property or the Site is fit for any particular purpose.

XIV. DOCUMENT RETENTION

32. The Settling Respondent agrees to retain and make available to EPA all business and operating records, contracts, Site studies and investigations, and documents relating to hazardous substances, pollutants or contaminants at the Property, for at least ten years, following the effective date of this Agreement unless otherwise agreed to in writing by the Parties. At the end of ten years, the Settling Respondent shall notify EPA of the location of such documents and shall provide EPA with an opportunity to copy any documents at the expense of EPA.

XV. PAYMENT OF COSTS

33. If the Settling Respondent fails to comply with the terms of this Agreement, it shall be liable for all litigation and other enforcement costs incurred by the United States to enforce this Agreement or otherwise obtain compliance.

XVI. NOTICES AND SUBMISSIONS

34. All notices to Settling Respondent shall be sent to:

Jerry Daniels, President
10th Street Land Management
6438 Berwickshire Way
San Jose, CA 95120
tel (408) 323-1708 / fax (413) 647-2442

All notices to the United States should be sent to:

William Keener, ORC-1
Assistant Regional Counsel
U.S. EPA
75 Hawthorne Street
San Francisco, CA 94105

with a copy to:

Diane Strassmaier, SFD-7-4
Superfund Project Manager
U.S. EPA
75 Hawthorne Street
San Francisco, CA 94105

XVII. EFFECTIVE DATE

35. If the EPA and the Attorney General's designee approve this Agreement prior to the date Settling Respondents take possession or control of the Property, and EPA does not withdraw or modify its consent to this Agreement after reviewing public comments, then the effective date of this Agreement shall be the date upon which Settling Respondents take possession or control of the Property. If the EPA or the Attorney General's designee does not execute this Agreement, or if EPA withdraws or modifies its consent to this Agreement after reviewing public comments, or Settling Respondents take possession or control of the Property prior to the date the Regional Administrator and the Assistant Attorney General approve this Agreement, then there is no Agreement and no effective date.

XVIII. TERMINATION

36. If any Party believes that any or all of the obligations under Section VI (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the party requesting such termination receives written agreement from the other party to terminate such provision(s).

XIX. CONTRIBUTION PROTECTION

37. With regard to claims for contribution against Settling Respondent, the Parties hereto agree that the Settling Respondent is entitled to protection from contribution actions or claims as

provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2) for matters addressed in this Agreement. The matters addressed in this Agreement include all response actions taken or to be taken and response costs incurred or to be incurred by the United States or any other person for the Site with respect to the Existing Contamination.

38. The Settling Respondent agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement it will notify the United States in writing no later than 60 days prior to the initiation of such suit or claim.

39. The Settling Respondent also agrees that with respect to any suit or claim for contribution brought against it for matters related to this Agreement it will notify in writing the United States within 10 days of service of the complaint on them.

XX. EXHIBITS

40. Exhibit 1 shall mean a form similar to the Covenant to Restrict Use of Property/ Environmental Restriction to be entered into between Settling Respondent and DTSC.

41. Exhibit 2 shall mean the description of the Property which is the subject of this Agreement.

42. Exhibit 3 shall mean the map depicting the Site.

43. Exhibit 4 shall mean the Statement of Work.

XXI. REMOVAL OF LIEN

44. Subject to the Reservation of Rights in Section X of this Agreement, upon payment of the amount specified in Section IV (Payment), EPA agrees to remove any lien it may have on the Property under Section 107(l) of CERCLA, 42 U.S.C. § 9607(l), as a result of response action conducted by EPA at the Property.

XXII. PUBLIC COMMENT

45. This Agreement shall be subject to a thirty-day public comment period, after which

EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:

11/20/2001

for Keith Takata, Director — Date
Superfund Division
EPA Region IX

IT IS SO AGREED:
UNITED STATES DEPARTMENT OF JUSTICE

BY:

John C. Cruden — Date
Acting Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

IT IS SO AGREED:
10TH STREET LAND MANAGEMENT

BY:

9-7-01

Jerry Daniels, President — Date
10th Street Land Management

12-12-01

John C. Cruden Date
Acting Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

IT IS SO AGREED:
10TH STREET LAND MANAGEMENT

BY:

Jerry Daniels, President Date
10th Street Land Management

EXHIBIT 1
to the AGREEMENT
AND COVENANT NOT TO SUE
10TH STREET LAND MANAGEMENT
EPA Docket Number: 2002-04

RECORDING REQUESTED BY:
10th Street Land Management Corp.
6438 Berwickshire Way
San Jose, California 95120

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Berkeley Office
700 Heinz Avenue, Suite 200
Berkeley, California 94710
Attention: Barbara J. Cook, P.E., Chief
Northern California-Coastal Cleanup
Operations Branch

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: Assessor's Parcel No. 477-09-037
Lorentz Barrel and Drum Superfund Site)

This Covenant and Agreement ("Covenant") is made by and between 10th Street Land Management (the "Covenantor"), the current owner of property situated in San Jose, County of Santa Clara, 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(c), 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 ("H&SC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree that the use of the Property be restricted as set forth in this Covenant. The Parties further intend that the provisions of this Covenant also be for the benefit of the U.S. Environmental Protection Agency ("U.S. EPA") as a third party beneficiary.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately 5 acres is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located at 1507 South 10th Street, at the corner of South 10th Street and Alma Avenue, San Jose, County of Santa Clara, State of California. This property is more specifically described as Santa Clara County Assessor's Parcel No. 477-09-037.

1.02. The Property commonly known as Lorentz Barrel and Drum Site was operated as a drum recycling facility from 1947-1987. Autowrecking facilities, a junkyard, a roofing company, a construction company and a sandblasting company also operated on the Property. Contamination was first identified in 1981. In late 1987 and 1988, the United States Environmental Protection Agency (US EPA) and the Department jointly conducted emergency response actions to remove contaminated soils.

Several remediation technologies have been employed to address the contamination on the Property, including without limitation, a groundwater pump and treat system, soil vapor extraction ("SVE") system, encapsulation of contaminated soil with a asphalt-concrete cap to prevent infiltration to groundwater, and removal and off-site disposal of contaminated soil, septic system and sewer lines. The Site was divided into two operable units (OU). OU 2 consisted of evaluation and remediation of the shallow groundwater. The Record of Decision for OU 2 was signed in September 1988 by U.S. EPA, and the remedy selected consisted of extraction of contaminated shallow groundwater and treatment. Currently, a group of potentially responsible parties, under a consent decree (C-90-0488) entered into in 1990, operates a pump and treatment system to remediate contaminated groundwater. The Record of Decision for Operable Unit 1 was signed in August 1993 by U.S. EPA and addresses a final action for the contaminated soil and debris. The selected remedy includes treating contaminated soil using SVE, capping the remaining contaminated soil and debris with asphaltic concrete pavement, groundwater monitoring, removal and disposal of other contaminated materials, debris and stockpiled soils, and implementing institutional controls. US EPA operates a SVE system at the Property. The location of SVE system and groundwater treatment system are shown on Exhibit B.

The asphalt-concrete cap is continuous over the entire parcel. Reinforced, cast-in-place concrete retaining walls and cast-in-place concrete curbs and gutters are at the Site perimeter. An eight-foot high metal mesh fence with heavy gauge posts is continuous around the Site perimeter and two locked access gates (one on Alma Street and one on 10th Street) have been installed. All surface water is collected within the Site perimeter and is collected in a large storm drain inlet near Alma Street. The storm water is then sent to the main City of San Jose storm drain located under Alma Street.

1.03. The primary contaminants of concern affecting groundwater are: arsenic, nickel, trichloroethane, 1,1-dichloroethane, 1,1-dichloroethene, 1,2-dichloropropane, cis-1,2-dichloroethene, 1,2-dichoroethane, 1,1,2,2 tetrachloroethane, benzene, chloroform, tetrachloroethene, trichloroethene, toluene, chlordane, toxaphene, PCBs (total) and vinyl chloride. Contaminants of concern identified in soil include: arsenic, chromium, lead, aldrin, chlordane, 4,4-DDD, 4,4-DDE, 4,4-DDT, dieldrin, endosulfan, PCBs (total), 2,3,7,8-TCDD, phenol, di(ethylhexyl)phthalate, bis (2-ethylhexyl)phthalate, di-n-butylphthalate, butylbenzylphthalate, phenanthrene, pentachlorophenol (PCP), trichloroethene, and tetrachloroethene. The potential human health effects resulting from exposure to these contaminants are as described in the US Department of Health and Human Services, Public Health Services, Agency for Toxic Substances and Disease Registry, Individual Toxicological Profiles. Based on the health risk assessment prepared by Ebasco in July 1990, the Department concluded that use of the Property as residence, hospital, school or day care center would entail an unacceptable cancer risk. The Department further concluded that the Property, as remediated, and subject to the restrictions of the Covenant, does not present an unacceptable threat to human safety or 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. U.S. EPA. "U.S. EPA" means the United States Environmental Protection Agency and includes its successor agencies, if any.

2.03. 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, or an ownership interest in, all or any portion of the Property.

2.04. 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.

2.05. 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.

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, (d) is for the benefit of U.S. EPA as a third party beneficiary, and (e) 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, sublease, assignment or other transfer of the Property, or any portion thereof, the owner, lessor, sublessor, assignor or other transferor shall give the buyer, lessee, sublessee, assignee or other transferor written 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 shall be incorporated by reference in each and all deeds, leases, assignments, or other transfers of all or any portion of the Property which are hereafter executed or renewed. 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 FOR THE BENEFIT OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY.**

3.05. Conveyance of Property. The Owner shall provide notice to the Department and to 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 proposed conveyance, except as otherwise provided by law, by

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

ARTICLE IV
RESTRICTIONS

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.
(e) A Public Park.

4.02. Soil Management
(a) Except as provided by Section 4.02(b) below, the Property shall not be used in such a way that will disturb or interfere with the integrity of the Cap, the SVE system, or the groundwater treatment system as noted in Section 4.04.
(b) The Property shall be used and developed in a way that preserves the integrity of the Cap installed on the Property, except that under the supervision of the CERCLA Lead Agency, the Cap may be removed or disturbed temporarily to install fixtures, repair or replace the Cap or install improvements on the Property. The capped soil shall not be disturbed without a Soil Management Plan and a Health and Safety Plan submitted to the CERCLA Lead Agency for review and approval.
(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.
(d) The Owner shall provide the CERCLA Lead Agency written notice at least fourteen (14) days prior to any activities which will disturb the Cap, underlying soils, or soil and groundwater treatment systems.

4.03. Prohibited Activities. The following activities shall not be conducted at the Property:
(a) Raising of food (cattle, food crops), and
(b) Extraction of groundwater for purposes other than site remediation

4.04. Non-Interference with Cap, SVE System or Groundwater Treatment System. Covenantor agrees:

(a) 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 review and approval by the CERCLA Lead Agency.
(b) All uses and development of the Capped Property shall preserve the integrity and physical accessibility of the Cap, SVE System and Groundwater Treatment System.
(c) The Cap shall not be altered without written approval by the CERCLA Lead Agency.
(d) 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 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 the 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. 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, or federal law.

4.06. Access for Implementing Operation and Maintenance. The entity or person 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 the CERCLA Lead Agency determines that no further Operation and Maintenance is required.

ARTICLE V
ENFORCEMENT

5.01. Enforcement. The Department 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 Health and Safety Code, 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 Department to require that the Covenantor, Owner, or Occupant 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 to file civil or criminal actions as provided by law or equity.

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

To Owner: 10th Street Land Management
c/o Jerry Daniels
6438 Berwickshire Way
San Jose, California 95120

To Department: Barbara J. Cook, P.E., Chief
Department of Toxic Substances Control
Northern California - Coastal Cleanup
Operations Branch
700 Heinz Avenue, Suite 200
Berkeley, California 94710

To EPA: U.S. EPA, Region IX
Re: Lorentz Barrel & Drum Superfund Site
CERCLIS: CAD029295706
Attn: Diane Strassmaier
75 Hawthorne Street, SFD-7-4
San Francisco, California 94105-3901

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 terms set forth herein 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. 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.

7.07 Third Party Beneficiary. U.S. EPA's rights as a third party beneficiary of this Covenant shall be construed pursuant to principles of contract law under the statutory and common law of the State of California.

7.08 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor

By: _____
Title: Jerry Daniels, President
10th Street Land Management

Date: _____

Department of Toxic Substances Control

By: _____
Title: Barbara J. Cook, P.E., Chief
Northern California - Coastal Cleanup
Operations Branch

Date: _____

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On this _____ day of _____, in the year _____,

before me _____, personally appeared

_____,

personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

EXHIBIT 2
to the AGREEMENT
AND COVENANT NOT TO SUE
10TH STREET LAND MANAGEMENT
EPA Docket Number: 2002-04

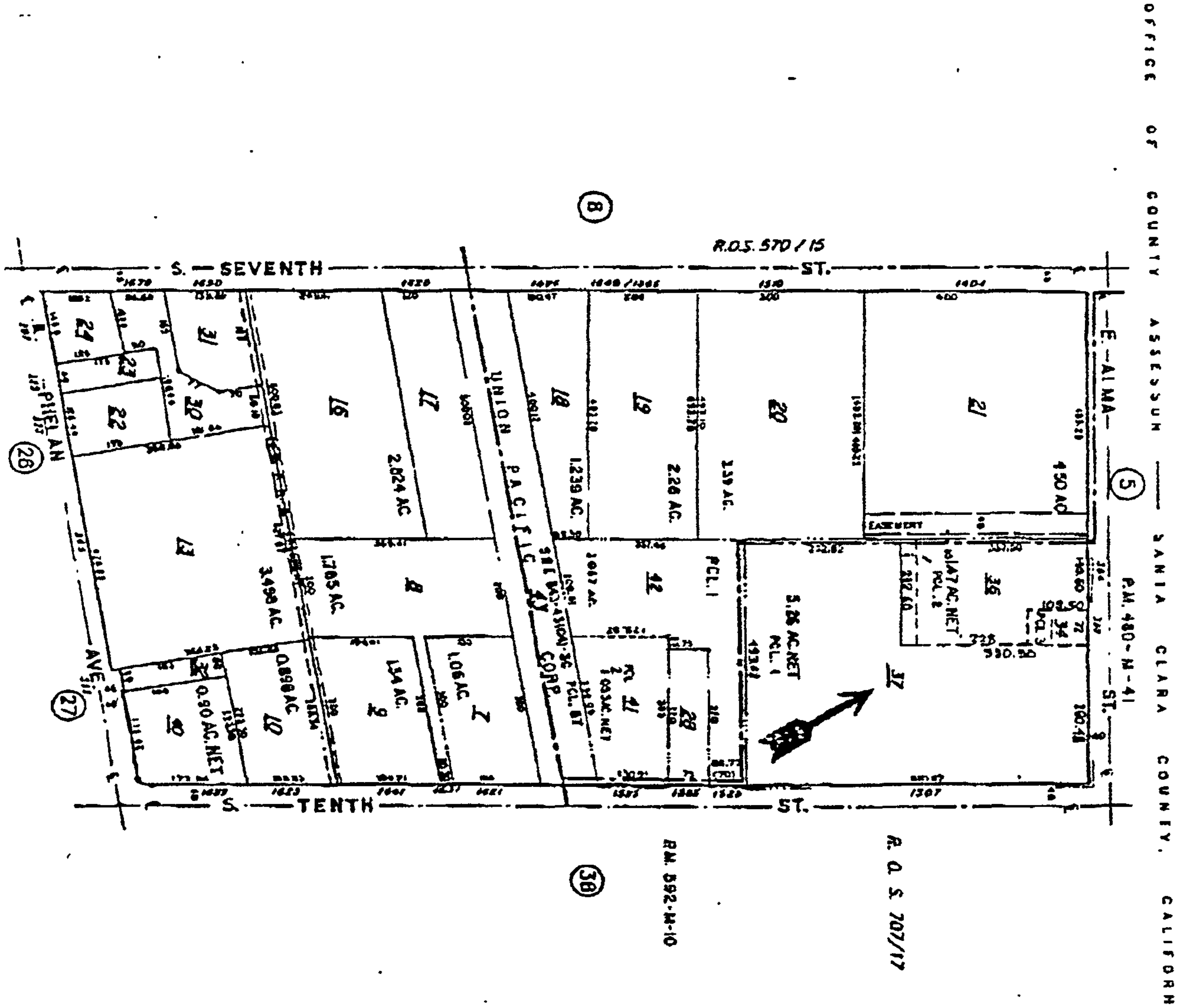
(Legal Description)

All that certain real property situated in the City of San Jose, County of Santa Clara, State of California, described as follows:

Parcel 1, as shown on that Parcel Map filed for record in the office of the Recorder of the County of Santa Clara, State of California on March 10, 1981, in Book 480 of Maps, page(s) 41.

EXCEPTING the Northwest 30 feet of the most Southwest 212.60 feet conveyed to Arata Western, Inc., a California corporation by Deed recorded in Book H 014, Official Records, Page 733, and as described in Lot Line Adjustment, recorded in Book G 628, Official Records, Page 364.

EXHIBIT 3
to the AGREEMENT
AND COVENANT NOT TO SUE
10TH STREET LAND MANAGEMENT
EPA Docket Number: 2002-04



NOTICE
THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON.

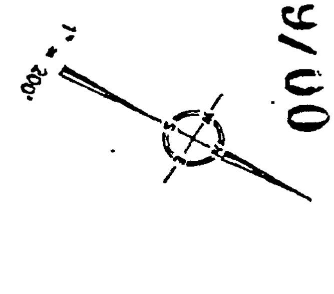


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EXHIBIT 4
to the AGREEMENT
AND COVENANT NOT TO SUE
10TH STREET LAND MANAGEMENT
EPA Docket Number: 2002-04

Statement of Work

Operable Unit 1 Remedial Action
Lorentz Barrel and Drum Superfund Site

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A. INTRODUCTION

The purpose of this Statement of Work for the Lorentz Barrel and Drum Superfund Site (the Site) is to outline the tasks required of the Settling Respondent to the Agreement and Covenant Not to Sue10th Street Land Management, EPA Docket # 2002-04 (the Agreement), implementing portions of the remedial action constructed in accordance with the Record of Decision (ROD) for the Site which was signed by the Regional Administrator on August 26, 1993. This Statement of Work is also appended to a similar agreement between the Settling Respondent and the California Department of Toxic Substances Control (DTSC), DTSC Docket # HSA-PPA 01/02-065. The Record of Decision, this Statement of Work, any applicable guidance including guidance provided by Region 9 of the U.S. Environmental Protection Agency (EPA), and the Agreement to which this is appended, shall be followed in implementing the maintenance of the asphalt cap, retaining walls, surface drainage system and security fencing at the Site. Other remedial action work at the site, the soil vapor extraction system and the groundwater pump and treat system, will be maintained and operated by entities other than 10th Street Land Management (the Settling Respondent).

The Operable Unit 1 (OU 1) ROD for the Site includes multiple remedial activities, including the construction of a cap and the installation and operation of a soil vapor extraction (SVE) system. EPA signed an Administrative Consent Order with seven potentially responsible parties (PRPs) to remove and dispose of the remaining drums, asbestos, site debris, structures, and sumps in 1992. This work was later included in the ROD for OU 1, and was completed by the PRPs in 1994. The remaining preliminary tasks were completed prior to 1997 and the final construction phase of the OU 1 remedy, the asphaltic concrete cap and SVE system, were completed in September 1998.

B. GENERAL PROVISIONS

1. Definitions

Unless otherwise expressly provided herein, terms used in this Statement of Work are those defined in the Agreement, CERCLA or in regulations promulgated under CERCLA and shall have the meaning assigned to them in CERCLA or in such regulations.

2. EPA/DTSC Approval

EPA or DTSC approval of any submittals does not constitute a release of responsibility by the Settling Respondent for inspections and work to be performed pursuant to this Statement of Work.

3. Effective Date

The date commencing the schedule of the deliverables required under this Statement of work will be the effective date for the Agreement.

4. Notification

The Settling Respondent shall notify the CERCLA lead agency, in writing, of any future intention to cease operations, for reasons other than approved scheduled maintenance or unforseen emergency (such as earthquake or fire) at least 30 days in advance.

5. Coordination with other Federal, State, and local agencies

The Settling Respondent shall contact all appropriate federal, state, and local agencies with regulatory authority to determine requirements related to the site and the intended use of the site. The Settling Respondent shall furnish a copy of all correspondence and submittals made to federal (except EPA correspondence), state, and local agencies to EPA and the California Department of Toxic Substances Control (DTSC) in a timely manner. In addition to environmental regulatory compliance, the Settling Respondent shall provide copies of building permit applications and other permits for operation of facilities at the site to EPA and DTSC.

6. Proposed Changes or Alterations to the Existing Asphalt Cap, Security Fence, and/or Retaining Walls

The Settling Respondent must contact EPA and DTSC if changes in the use of the site, construction of new buildings, and/or modifications to the existing asphalt cap, fencing, or retaining walls are planned. The Settling Respondent must submit a description of the intended change to EPA and DTSC and receive written approval prior to initiating work. Depending on the nature of the proposed change, EPA and DTSC may require a submittal of detailed plans for review and approval.

C. WORK TO BE PERFORMED

1. Asphalt Cap

a. Routine Maintenance

The Settling Respondent shall maintain a minimum 3 inch thick asphalt cap. In areas where the pavement has cracked, the cracks shall be sealed.

Maintenance of potholes or any other type of breach in the cap shall be repaired within one week of forming regardless of the size of the breach. The distressed asphalt area shall be sawcut and all of the debris shall be removed. The excavated area shall be repaired with 3 inches of asphalt or to a level flush with the surrounding cap. A slurry seal shall be applied over the repaired area. The Settling Respondent shall immediately install a temporary barrier over the breach in the asphalt cap which effectively prevents dust or soil from migrating and prevents human contact with the soils. This temporary barrier shall remain in place until the asphalt cap is repaired.

b. Inspections

The Settling Respondent shall conduct a monthly visual inspection of the entire cap during the winter months (October through March) and provide a monthly status report to EPA and DTSC. During the remaining portion of the year, the Settling Respondent shall inspect the entire cap every three months and provide a status report to EPA and DTSC. The CERCLA Lead Agency may adjust this schedule based on the actual use of the site and the performance of the asphalt cap.

At the end of the first year, and every two years thereafter, a complete site inspection shall be made jointly by the facility manager, the pavement maintenance contractor, and a qualified engineer. The inspection should result in the identification of needed improvements above and beyond normal pavement maintenance to minimize potential for distress to the asphaltic concrete with the goal of maintaining the integrity of the asphalt. A written report summarizing the finding of the joint inspection shall be submitted to both EPA and DTSC. At a minimum, the report shall include the field observations, conclusions, and recommended work tasks and the schedule for work that shall be performed.

c. Emergency Maintenance

In the event of a catastrophic event, such as an earthquake, the Settling Respondent shall immediately conduct a thorough site investigation and notify EPA and DTSC to discuss the condition of the asphalt cap. In the event the cap is significantly impacted, the Settling Respondent shall submit a proposal to EPA and DTSC for review and approval describing the actions which will be required to repair the damaged asphalt cap and a schedule for the repair work.

2. Retaining Walls and Concrete Structures

a. Routine Maintenance

The Settling Respondent shall repair cracks or spalls which measure over 1/4 inch wide in the portions of the retaining walls, concrete gutters and curbs which are in direct contact with the site soil with appropriate elastomeric compounds.

b. Inspections

The Settling Respondent shall have a qualified (California State licensed) structural engineer conduct an annual inspection of the retaining walls, curbs, and gutters at the site and provide a status report to EPA and DTSC describing the condition of the structures and identifying repair items. In the event that any displacement is found in the retaining walls the Settling Respondent shall submit an engineering analysis to determine if the movement indicates structural instability. In addition, the report shall identify interim repairs which will prevent the erosion of soil from under the asphalt cap.

c. Emergency Maintenance

In the event of a catastrophic event, such as an earthquake, the Settling Respondent shall immediately conduct a thorough site investigation and notify EPA and DTSC to discuss the condition of the retaining walls, curbs, and gutters. In the event that any of the structures was significantly impacted, the Settling Respondent shall submit a proposal to EPA and DTSC for review and approval describing the actions which will be required to repair the damaged structures and a schedule for the repair work.

3. Security Fencing and Gates

a. Routine Maintenance

The Settling Respondent shall repair breaches in the perimeter fencing at the site. The fence shall be free of holes, rust, and any other impairment to the structural integrity of the fence, support posts, or gates. In the event the Settling Respondent change the locks on the gates, two copies of the new keys should be sent to each of the following parties: EPA, DTSC.

b. Inspections

The Settling Respondent shall conduct an inspection of the entire perimeter fence annually and provide a status report to EPA and DTSC. The report shall identify necessary repair needs for the upcoming year with a proposed schedule for the work.

c. Emergency Maintenance

In the event of a catastrophic event, such as an earthquake, the Settling Respondent shall immediately conduct a thorough site investigation and notify EPA and DTSC to discuss the condition of the security fencing. In the event the fencing is significantly impacted, the Settling Respondent shall submit a proposal to EPA and DTSC for review and approval describing the actions which will be required to repair the fence, and a schedule for the repair work. In the event that the fence allows access onto the site, and the asphalt cap and/or retaining walls have been damaged, or site soils are not contained, the Settling Respondent shall immediately provide a temporary fence, temporary ground cover, and/or a security guard at the site to prohibit human exposure to the site soils.

D. SUBMITTALS

One copy of each document shall be submitted to both EPA and DTSC:

a. Site Management Plan

b. Routine Status Reports (monthly, annual/ bi-annual)

c. Emergency Preparedness Plan

d. Emergency Response Contacts

e. Emergency Repair Proposals (as required)

E. CONTACTS

EPA: Diane Strassmaier
US EPA, SFD-7-4,
75 Hawthorne Street,
San Francisco, CA 94105
tel (415) 972-3247

DTSC: Ted Parks
California DTSC
700 Heinz Avenue, Suite 200, Bldg. F
Berkeley, CA 94710
tel (510) 540-3805

10th St.: Jerry Daniels, President
10th Street Land Management
6438 Berwickshire Way
San Jose, CA 95120
tel (408) 323-1708
fax (413) 647-2442