UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION IX

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| IN THE MATTER OF:<br><br>LEVIATHAN MINE<br>ALPINE COUNTY, CALIFORNIA<br><br>ATLANTIC RICHFIELD COMPANY,<br><br>Respondent. | SECOND MODIFICATION OF ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTION<br><br>U.S. EPA Region IX<br>CERCLA Docket No. 2008-29(b)<br><br>Proceeding Under Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622 |

## I. GENERAL PROVISIONS

1. In January, 2009, Region IX of the United States Environmental Protection Agency ("EPA") and Atlantic Richfield Company ("Respondent") entered into an Administrative Settlement Agreement and Order on Consent ("Settlement Agreement"), pertaining to the Leviathan Mine Site in Alpine County, California (the "Site"), CERCLA Docket No. 2008-29, pursuant to Sections 104, 106(a), 107, and 122 of CERCLA, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622 (the "Settlement Agreement").

2. In July 2013, EPA and Respondent entered into a modification of the Settlement Agreement to: (i) modify Paragraph 61 to extend Respondent's obligations to perform "Work," as defined in Paragraph 7 of the Settlement Agreement, through December 31, 2016, and (ii) clarify the definition of "Future Response Costs" as set forth in Paragraph 7(i) of the Settlement Agreement.

3. EPA and Respondent by and through this Second Modification of the Administrative Settlement Agreement and Order on Consent ("Second Modification") desire to again modify Paragraph 61 of the Settlement Agreement to extend Respondent's obligations to perform "Work," as defined in Paragraph 7 of the Settlement Agreement, through December 31, 2019. This Second Modification is entered into voluntarily by the EPA and Respondent (collectively, the "Parties"), pursuant to Paragraph 145 of the Settlement Agreement, which provides that "requirements of this Settlement Agreement may be modified in writing by mutual agreement of the Parties." No terms of the Settlement Agreement are affected by this Second Modification other than the provisions of Paragraphs 61 expressly modified herein.

4. EPA has notified the states of California and Nevada and the Washoe Tribe of Nevada and California of this Second Modification.



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5. Unless otherwise expressly provided herein, terms used in this Second Modification shall have the meaning assigned to them in the Settlement Agreement.

## II. MODIFICATION TO EXTEND THE PERIOD FOR WORK

6. The date referenced in Paragraph 61 of the Settlement Agreement is modified, so that the modified first sentence of Paragraph 61 shall provide:

> If not otherwise extended or terminated previously, Respondent's obligations to perform Work under this Settlement Agreement shall continue through and terminate on December 31, 2019.

## III. EFFECTIVE DATE

7. This Second Modification shall be effective on the date it is signed by EPA and notice of such signature is received by Respondent.

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Respondent to this document.

Agreed this 19th day of December, 2016.

For Respondent Atlantic Richfield Company

BY: Robert Genovese
Robert Genovese, President

It is so ORDERED and Agreed this ___day of December, 2016.

BY: _____
John Lyons, Acting Assistant Director
Superfund Division
California Site Cleanup Branch
Region IX
U.S. Environmental Protection Agency



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