

SECTION B

Draft Land Use Covenant Implementation and Enforcement Plan

**Britannia East Grand
450-660 East Grand Avenue
South San Francisco, California**

Land Use Covenant Implementation and Enforcement Plan

1.0 Land Use Restrictions

The Department of Toxic Substances Control (DTSC) and Slough SSF, LLC (Slough) will enter into a Covenant to Restrict Use of Property (Land Use Covenant or LUC) to impose restrictions on the use of the property known as Britannia East Grand (450-660 East Grand Avenue, South San Francisco, CA). These land use restrictions are the institutional controls required to limit exposure to current and future landowner(s) and/or user(s) and/or occupants and to maintain the effectiveness of the corrective action. These institutional controls are designed to limit exposure to any remaining hazardous waste and to protect human health and the environment. DTSC will conduct annual inspections to ensure that the following land use restrictions are being complied with. This Land Use Covenant does not apply to the Childcare Center site, future address of 430 East Grand Avenue.

▪ **Prohibited Uses.**

- A residence, including any mobile home or factory-built housing, constructed or installed for use as residential human habitation.
- A hospital for humans.
- A public or private school for persons under 21 years of age.
- A day care center for children.

▪ **Prohibited Activities.**

- Raising of cattle, food crops, or agricultural products.
- Drilling for water, oil, or gas.
- Extraction of groundwater for purposes other than site remediation, groundwater monitoring, or construction dewatering.
- Any activities that may interfere with the selected remedy or operation and maintenance activities required by the applicable Operation and Maintenance Plan or Site Management Plan.

- **Permitted Uses and Improvements.** The use of the Britannia East Grand shall be restricted to commercial, industrial, research and development, hotel, retail and office purposes only, any other use permitted by Planned Unit Development PUD-010006, adopted by the City of South San Francisco dated April 24, 2002, and any other use permitted by any amendment to the afore-mentioned Planned Unit Development Ordinance, provided that the use is consistent with the prohibited uses and prohibited activities listed above.

- **Non-Interference with Groundwater Monitoring Wells on the Britannia East Grand site.** Activities that may disturb the groundwater monitoring wells (e.g.,

excavation, grading or removal of soil; trenching; filling; earth movement; or mining) shall not be permitted on Britannia East Grand without prior review and approval by DTSC. All uses and development of Britannia East Grand shall preserve the integrity and physical accessibility of the groundwater monitoring wells. The groundwater monitoring wells shall not be altered without prior written approval by DTSC.

- **Property Cover.** The designated capped portion of the Britannia East Grand property ("Capped Property") will be variously occupied by buildings, paved with either concrete or asphalt, covered with landscaping or other vegetative cover, contain clean soil imported from an off-site location, or will be covered with other suitable cover to mitigate direct exposure. Loose coverings of clean materials (e.g., soil, gravel) shall be maintained at a thickness of at least three feet in the Capped Property. In the event that there is future use of the Capped Property that does not involve one or more forms of the foregoing cover over the Capped Property, approval for such use must be obtained from DTSC.
- **Controls during Construction Activity.** Engineering controls, such as wind erosion control and dust suppression by watering, must be implemented during construction activities to minimize or mitigate potential exposure of off-site residents and on-site workers to contaminated soil via pathways such as inhalation of impacted dust and direct contact after deposition of impacted dust.
- **Soil Management.** Any contaminated soils brought to the surface by grading, excavation, trenching, backfilling, or other activity shall be managed in accordance with all applicable provisions of state and federal laws and regulations, and a Soil Management Plan and a Health and Safety Plan, both to be prepared by Slough and approved by DTSC.

2.0 Access and Notice

DTSC shall have reasonable right of entry and access to Britannia East Grand for inspection and other activities consistent with the purposes of implementing and enforcing the LUC as deemed necessary by DTSC in order to protect public health and the environment.

The entity or persons responsible for implementing the operation and maintenance of the corrective action remedy shall have reasonable right of entry and access to Britannia East Grand for the purpose of implementing the operation and maintenance requirements for the remedy until such time as DTSC determines that no further operation and maintenance is required.

All owners or occupants of any portion of Britannia East Grand, by their purchase, leasing, or possession of such property, are bound by the LUC and agree that the restrictions in the LUC must be adhered to for the benefit of future owners and occupants and that their interest in the property shall be subject to the restrictions contained in the LUC.

The Owner of Britannia East Grand shall provide notice to DTSC no later than thirty (30) days after the conveyance of any ownership interest in Britannia East Grand (except for building space leases, mortgages, liens, and other non-possessory encumbrances).

3.0 Compliance with Land Use Restrictions

Slough or the future owner(s) shall submit an annual certification, prepared pursuant to California Code of Regulations, title 22, section 66270.11(d), to DTSC by July 31st of each year to certify that the land use and any activities at the site are in full compliance with the LUC requirements and restrictions. In addition, DTSC will inspect Britannia East Grand annually to assess compliance with the LUC. Slough or the future owner(s) of Britannia East Grand shall reimburse DTSC for DTSC's costs incurred in implementing and enforcing the LUC. Any violations of the LUC shall be grounds for DTSC to take enforcement actions in accordance with applicable law.