

**STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL**

In the Matter of:)	Docket No. I/SE-D 02/03-004
)	
Former Federated Metals)	
Property)	IMMINENT OR SUBSTANTIAL
1901 Army Street (also known as)	ENDANGERMENT
Cesar Chavez Street))	DETERMINATION ORDER
)	
Respondent:)	
)	
Federated Metals Corporation)	Health and Safety Code
1160 State Street)	Sections 25355.5(a)(1)(B),
Perth Amboy, New Jersey 08861)	25358.3(a), 58009 and 58010
_____)	

I. INTRODUCTION

1.1 Parties. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) issues this Imminent or Substantial Endangerment Determination and Order and Remedial Action Order (Order) to Federated Metals Corporation (Respondent).

1.2 Property/Site. This Order applies to the property located at 1901 Cesar Chavez (Army Street), San Francisco, California 94124. The property consists of approximately one-third of an acre and is identified by Assessor's Parcel number Lot 15, Block 4349. A map showing the Property is attached as Exhibit A. This Order applies to the property and the areal extent of contamination that resulted from activities on the property (hereinafter, the ASite@).

1.3 Jurisdiction. This Order is issued by DTSC to Respondent pursuant to its authority under Health and Safety Code sections 25358.3(a), 25355.5(a)(1)(B), 58009 and 58010.

Health and Safety Code section 25358.3(a) authorizes DTSC to take various actions, including issuance of an Imminent or Substantial Endangerment Determination and Order, when DTSC determines that there may be an imminent or substantial endangerment to the public health or welfare or to the environment, because of a release or a threatened release of a hazardous substance.

Health and Safety Code section 25355.5(a)(1)(B) authorizes DTSC to issue an order establishing a schedule for removing or remediating a release of a hazardous substance at a site, or for correcting the conditions that threaten the release of a hazardous substance. The order may include, but is not limited to requiring specific dates by which the nature and extent of a release shall be determined and the site adequately characterized, a remedial action plan prepared and submitted to DTSC for approval, and a removal or remedial action completed.

Health and Safety Code section 58009 authorizes DTSC to commence and maintain all proper and necessary actions and proceedings to enforce its rules and regulations; to enjoin and abate nuisances related to matters within its jurisdiction which are dangerous to health; to compel the performance of any act specifically enjoined upon any person, officer, or board, by any law of this state relating to matters within its jurisdiction; and/or on matters within its jurisdiction, to protect and preserve the public health.

Health and Safety Code section 58010 authorizes DTSC to abate public nuisances related to matters within its jurisdiction.

II. FINDINGS OF FACT

DTSC hereby finds:

2.1 Liability of Respondent. Respondent is a responsible party or liable person as defined in Health and Safety Code section 25323.5. The Site is owned by Federated Metals Corporation.

2.2 Physical Description of Site. The Site is located in the southeastern part of San Francisco. The Site occupies approximate one-third of an acre, roughly shaped in the form of a long, truncated triangle. It is bounded to the north by Army Street and to the east by the Islais Creek Project sanitary sewer and the Union Pacific Railroad property, Marin Street to the south and the San Francisco Newspaper to the west. The size of the site is approximately 67' x 380' x 16'.

The Site is currently divided into two portions by a chain link fence. The northern portion, outside the chain link fence, is paved with asphalt and slopes gently to the east and northeast. The southern portion of the Site, inside the chain link fence, is occupied by a ridge of soil that is approximately 6 to 8-feet high, 15 to 30-feet wide and 240-feet long. The soil ridge is thinly vegetated by grasses and weeds. The closest residential area is located on a bluff overlooking the area approximately 1000 feet to the north.

2.3 Site History. The Site and the property immediately west of the Site, now owned by the San Francisco Newspaper Agency (SFNA), were previously owned by Federated Metals Corporation, a wholly-owned subsidiary of ASARCO. Federated Metals Corporation sold the

property to Fry Metals Corporation, a subsidiary of Cookson American, in 1984. In 1987, the western portion of the property was sold to SFNA. It is believed that the Site was deeded back to Federated Metals Corporation at that time.

Historical operations on the western property, now owned by SFNA, included brass ingot and lead production. Materials used in the production were brass and bronze scrap metals, oxides of tin and lead, and pure forms of each. Oxides are formed during smelting and are removed in the form of slag. It is believed that approximately 400-cubic yards of copper matte from these operations and approximately 1,500-cubic yards of crushed and washed pre-1950s-style battery boxes were deposited on the Site property. After the copper matte and battery boxes were deposited, the Site was graded and covered with soil. It is also believed that sometime after the Site was graded, approximately 122-cubic yards of lead slag was deposited on top of the soil cover.

A Removal Action Workplan (RAW) developed on behalf of Bridgeview Management Company, Inc. was approved by DTSC on January 23, 2001. The selected remedial alternative consists of covering the Site with an asphalt pavement and issuance of a deed restriction to restrict future property uses. To date, the RAW has not been implemented.

2.4 Hazardous Substances Found at the Site. Results from environmental media sampling conducted at the Site in 1999 indicated the presence of metals in the soil. The primary metals found on-site were cadmium, copper, lead, mercury and zinc. Lead and mercury concentrations were found to be above the U.S. EPA national soil screening values for Industrial scenario.

2.5 Health Effects.

2.5.1 **Cadmium:** Confirmed human carcinogen with experimental carcinogenic, Tumorigenic, and neoplastigenic data. A human poison by inhalation and possibly other routes. Poison experimentally by ingestion, inhalation and possibly other routes. In humans inhalation causes an excess of protein in the urine. Experimental teratogenic and reproductive effects. Mutation data reported.

2.5.2 **Copper:** Questionable carcinogen with experimental tumorigenic data. Experimental teratogenic and reproductive effects. Human systemic effects by ingestion: nausea and vomiting.

2.5.3 **Lead:** Lead is absorbed following ingestion, inhalation or dermal contact. Lead poisoning in children is characterized by occasional vomiting, irritability, abdominal pain, convulsions and coma. With chronic, low-level exposure to lead, learning deficits in young children may be the only measurable effect of lead intoxication. In older children and adults, the effects of lead may be more subtle and

nonspecific with decreased fertility and fatigue as the only signs. Lead has been reported to cause birth defects in animals.

2.5.4 **Mercury:** Poison by inhalation. Human systemic effects by inhalation: wakefulness, muscle weakness, anorexia, headache, tinnitus, hypermotility, diarrhea, liver changes, dermatitis, fever. An experimental teratogen. Experimental reproductive effects. Questionable carcinogen with experimental tumorigenic data. Human mutation data reported.

2.5.5 **Zinc:** Human systemic effects by ingestion: cough, dyspnea and sweating. A human skin irritant. Pure zinc powder, dust and fume are relatively nontoxic to humans by inhalation. The difficulty arises from oxidation of zinc fumes immediately prior to inhalation or presence of impurities such as cadmium, antimony, arsenic and lead. Inhalation may cause sweet taste, throat dryness, cough, weakness, generalized aches, chills, fever, nausea and vomiting.

2.6 Routes of Exposure. Exposure can take place via in-place contact, ingestion and inhalation of soil-borne contamination, surface-water runoff, wind dispersal, and groundwater migration.

2.7 Public Health and/or Environmental Risk. The area around the Site is an industrial area. The closest residential area is located on a bluff overlooking the industrial area and freeways, approximately 1000-feet north of the Site (upgradient of the Site). The Site is currently vacant.

III. CONCLUSIONS OF LAW

3.1 Respondent is a responsible party as defined by Health and Safety Code section 25323.5.

3.2 Each of the substances listed in Section 2.4 is a "hazardous substance" as defined in Health and Safety Code section 25316.

3.3 There has been a ~~A~~release@ and/or there is a ~~A~~threatened release@ of hazardous substances listed in Section 2.4 at the Site, as defined in Health and Safety Code section 25320.

3.4 The actual and threatened release of hazardous substances at the Site may present an imminent or substantial endangerment to the public health or welfare or to the environment.

3.5 Response action is necessary to abate a public nuisance and/or to protect and preserve the public health.

IV. DETERMINATION

4.1 Based on the foregoing findings of fact and conclusions of law, DTSC hereby determines that response action is necessary at the Site because there has been a release and/or there is a threatened release of a hazardous substance.

4.2 Based on the foregoing findings of fact and conclusions of law, DTSC hereby determines that there may be an imminent and/or substantial endangerment to the public health or welfare or to the environment because of the release and/or the threatened release of the hazardous substances at the Site.

V. ORDER

Based on the foregoing FINDINGS, CONCLUSIONS, AND DETERMINATION, IT IS HEREBY ORDERED THAT Respondent conduct the following response actions in the manner specified herein, and in accordance with a schedule specified by DTSC as follows:

5.1 All response actions taken pursuant to this Order shall be consistent with the requirements of Chapter 6.8 (commencing with section 25300), Division 20 of the Health and Safety Code and any other applicable state or federal statutes and regulations.

5.2 Remedial Design (RD). Within [10] days of the effective date of this Order, Respondent shall submit to DTSC for review and approval a RD describing in detail the technical and operational plans for implementation of the final RAW which includes the following elements, as applicable:

- (a) Design criteria, process unit and pipe sizing calculations, process diagrams, and final plans and specifications for facilities to be constructed.
- (b) Description of equipment used to excavate, handle, and transport contaminated material.
- (c) A field sampling and laboratory analysis plan addressing sampling during implementation and to confirm achievement of the performance objectives of the RAW.
- (d) A transportation plan identifying routes of travel and final destination of wastes generated and disposed.

- (e) For groundwater extraction systems: aquifer test results, capture zone calculations, specifications for extraction and performance monitoring wells, and a plan to demonstrate that capture is achieved.
- (f) An updated health and safety plan addressing the implementation activities.
- (g) Identification of any necessary permits and agreements.
- (h) An operation and maintenance plan including any required monitoring.
- (i) A detailed schedule for implementation of the remedial action consistent with the schedule contained in the approved RAW including procurement, mobilization, construction.

5.3 Implementation of Final RAW. Upon DTSC approval of the Remedial Design (RD), Respondent shall implement the final RAW in accordance with the approved schedule in the RD. Within [30] days of completion of field activities, Respondent shall submit an Implementation Report documenting the implementation of the Final RAW and RD.

5.4 Deed Restrictions. The approved remedy in the Final RAW includes deed restrictions, the current owner(s) of the Site shall sign and record deed restrictions approved by DTSC within [60] days of the effective date of this Order.

5.5 Operation and Maintenance (O&M). Respondent shall comply with all O&M requirements in accordance with the final RAW and approved RD. Within [30] days of the date of DTSC's request, Respondent shall prepare and submit to DTSC for approval an O&M plan that includes an implementation schedule. Respondent shall implement the plan in accordance with the approved schedule.

5.6 Five-Year Review. Respondent shall review and reevaluate the remedial action after a period of five [5] years from the completion of construction and startup, and every five [5] years thereafter. The review and reevaluation shall be conducted to determine if human health and the environment are being protected by the remedial action. Within thirty [30] calendar days before the end of the time period approved by DTSC to review and reevaluate the remedial action, Respondent shall submit a remedial action review workplan to DTSC for review and approval. Within sixty [60] days of DTSC's approval of the workplan, Respondent shall implement the workplan and shall submit a comprehensive report of the results of the remedial action review. The report shall describe the results of all sample analyses, tests and other data generated or received by Respondent and evaluate the adequacy of the implemented remedy in protecting public health, safety and the environment. As a result of any review performed under this Section, Respondent may be required to perform additional

Work or to modify Work previously performed.

5.7 Changes During Implementation of the Final RAW. During the implementation of the final RAW and RD, DTSC may specify such additions, modifications, and revisions to the RD as DTSC deems necessary to protect public health and safety or the environment or to implement the RAW.

5.8 Public Participation. The Respondent shall conduct appropriate public participation activities given the nature of the community surrounding the Site and the level of community interest. The Respondent shall work cooperatively with DTSC to ensure that the affected and interested public and community are involved in DTSC's decision making process. Any such public participation activities shall be conducted in accordance with Health and Safety Code sections 25358.7 and/or 25356.1 (e), the DTSC Public Participation Policy and Procedures Manual, and with DTSC's review and approval.

Respondent shall implement any of the public participation support activities identified in the public participation plan, at the request of DTSC. DTSC retains the right to implement any of these activities independently. These activities include, but are not limited to, development and distribution of fact sheets; public meeting preparations; and development and placement of public and/or work notice.

5.9 Stop Work Order. In the event that DTSC determines that any activity (whether or not pursued in compliance with this Order) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area or to the environment, DTSC may order Respondent to stop further implementation of this Order for such period of time needed to abate the endangerment. In the event that DTSC determines that any site activities (whether or not pursued in compliance with this Order) are proceeding without DTSC authorization, DTSC may order Respondent to stop further implementation of this Order or activity for such period of time needed to obtain DTSC authorization, if such authorization is appropriate. Any deadline in this Order directly affected by a Stop Work Order, under this Section, shall be extended for the term of the Stop Work Order.

5.10 Emergency Response Action/Notification. In the event of any action or occurrence (such as a fire, earthquake, explosion, or human exposure to hazardous substances caused by the release or threatened release of a hazardous substance) during the course of this Order, Respondent shall immediately take all appropriate action to prevent, abate, or minimize such emergency, release, or immediate threat of release and shall immediately notify the Project Manager. Respondent shall take such action in consultation with the Project Manager and in accordance with all applicable provisions of this Order. Within seven days of the onset of such an event, Respondent shall furnish a report to DTSC, signed by Respondent's Project Coordinator, setting forth the events which occurred and the measures taken in the response thereto. In the event that Respondent fail to take appropriate response and DTSC takes the action instead, Respondent shall be liable to DTSC for all costs of the response

action. Nothing

in this Section shall be deemed to limit any other notification requirement to which Respondent may be subject.

5.11 Discontinuation of Remedial Technology. Any remedial technology employed in implementation of the final RAW shall be left in place and operated by Respondent until and except to the extent that DTSC authorizes Respondent in writing to discontinue, move or modify some or all of the remedial technology because Respondent has met the criteria specified in the final RAW for its discontinuance, or because the modifications would better achieve the goals of the final RAW.

5.12 Financial Assurance. Respondent shall demonstrate to DTSC and maintain financial assurance for operation and maintenance and monitoring. Respondent shall demonstrate financial assurance prior to the time that operation and maintenance activities are initiated and shall maintain it throughout the period of time necessary to complete all required operation and maintenance activities. The financial assurance mechanisms shall meet the requirements of Health and Safety Code Section 25355.2. All financial assurance mechanisms are subject to the review and approval of DTSC.

5.13 Health and Safety Plan. The Respondent shall submit a Site Health and Safety Plan in accordance with California Code of Regulations, Title 8, section 5192 and DTSC guidance, which covers measures, including contingency plans, which will be taken during field activities to protect the health and safety of the workers at the Site and the general public from exposure to hazardous waste, substances or materials. The Health and Safety Plan should describe the specific personnel, procedures and equipment to be utilized.

VI. GENERAL PROVISIONS

6.1 Project Coordinator. Within [10] days from the date the Order is signed by DTSC, Respondent shall submit to DTSC in writing the name, address, and telephone number of a Project Coordinator whose responsibilities will be to receive all notices, comments, approvals, and other communications from DTSC. Respondent shall promptly notify DTSC of any change in the identity of the Project Coordinator. Respondent shall obtain approval from DTSC before the new Project Coordinator performs any work under this Order.

6.2 Project Engineer/Geologist. The work performed pursuant to this Order shall be under the direction and supervision of a qualified professional engineer or a registered geologist in the State of California, with expertise in hazardous substance site cleanups. Within [15] calendar days from the date this Order is signed by DTSC, Respondent must submit: a) The name and address of the project engineer or geologist chosen by Respondent; and b) in order to demonstrate expertise in hazardous

substance cleanup, the resumé of the engineer or geologist, and the statement of qualifications of the consulting firm responsible for the work. Respondent shall promptly notify DTSC of any change in the identity of the Project Engineer/Geologist. Respondent shall obtain approval from DTSC before the new Project Engineer/Geologist performs any work under this Order.

6.3 Quality Assurance/Quality Control (QA/QC). All sampling and analysis conducted by Respondent under this Order shall be performed in accordance with QA/QC procedures submitted by Respondent and approved by DTSC pursuant to this Order.

6.4 Submittals. All submittals and notifications from Respondent required by this Order shall be sent simultaneously to:

Barbara J. Cook, P.E.
Regional Branch Chief
Attention: Former Federated Metals Property, Project Manager
Site Mitigation Branch
DTSC of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, California 94710

6.5 Communications. All approvals and decisions of DTSC made regarding submittals and notifications will be communicated to Respondent in writing by the Site Mitigation Branch Chief, or his/her designee. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by Respondent shall be construed to relieve Respondent of the obligation to obtain such formal approvals as may be required.

6.6 DTSC Review and Approval. (a) All response actions taken pursuant to this Order shall be subject to the approval of DTSC. Respondent shall submit all deliverables required by this Order to DTSC. Once the deliverables are approved by DTSC, they shall be deemed incorporated into, and where applicable, enforceable under this Order.

(b) If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Order fails to comply with this Order or fails to protect public health or safety or the environment, DTSC may:

- (1) Modify the document as deemed necessary and approve the document as modified; or
- (2) Return comments to Respondent with recommended changes and a date by which Respondent must submit to DTSC a revised document incorporating the recommended

changes.

(c) Any modifications, comments or other directives issued pursuant to (a) above, are incorporated into this Order. Any noncompliance with these modifications or directives shall be deemed a failure or refusal to comply with this Order.

6.7 Compliance with Applicable Laws. Nothing in this Order shall relieve Respondent from complying with all other applicable laws and regulations, including but not limited to compliance with all applicable waste discharge requirements issued by the State Water Resources Control Board or a California Regional Water Quality Control Board. Respondent shall conform all actions required by this Order with all applicable federal, state and local laws and regulations.

6.8 Respondent Liabilities. Nothing in this Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current or future operations of Respondent. Nothing in this Order is intended or shall be construed to limit the rights of any of the parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site. Nothing in this Order is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law to protect public health or safety or the environment and recovering the cost thereof. Notwithstanding compliance with the terms of this Order, Respondent may be required to take further actions as are necessary to protect public health and the environment.

6.9 Site Access. Access to the Site and laboratories used for analyses of samples under this Order shall be provided at all reasonable times to employees, contractors, and consultants of DTSC. Nothing in this Section is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. DTSC and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to this Site; reviewing the progress of Respondent in carrying out the terms of this Order; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by Respondent.

To the extent the Site or any other property to which access is required for the implementation of this Order is owned or controlled by persons other than Respondent, Respondent shall use best efforts to secure from such persons access for Respondent, as well as DTSC, its representatives, and contractors, as necessary to effectuate this Order. To the extent that any portion of the Site is controlled by tenants of Respondent, Respondent shall use best efforts to secure from such tenants, access for Respondent, as well as for DTSC, its representatives, and contractors, as necessary to effectuate this Order. For purposes of this Section, ~~Abest efforts~~ includes the payment of reasonable sums of money in consideration of access. If any access required to complete the Work is not obtained

within forty-five (45) days of the effective date of this Order, or within forty-five (45) days of the date DTSC notifies Respondent in writing that additional access beyond that previously secured is necessary, Respondent shall promptly notify DTSC, and shall include in that notification a summary of the steps Respondent has taken to attempt to obtain access. DTSC may, as it deems appropriate, assist Respondent in obtaining access. Respondent shall reimburse DTSC in obtaining access, including, but not limited to, attorneys fees and the amount of just compensation.

6.10 Sampling, Data and Document Availability. Respondent shall permit DTSC and its authorized representatives to inspect and copy all sampling, testing, monitoring or other data generated by Respondent or on Respondent behalf in any way pertaining to work undertaken pursuant to this Order. Respondent shall submit all such data upon the request of DTSC. Copies shall be provided within [7] days of receipt of DTSC's written request. Respondent shall inform DTSC at least [7] days in advance of all field sampling under this Order, and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by Respondent pursuant to this Order. Respondent shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Order.

6.11 Record Retention. All such data, reports and other documents shall be preserved by Respondent for a minimum of ten years after the conclusion of all activities under this Order. If DTSC requests that some or all of these documents be preserved for a longer period of time, Respondent shall either comply with that request or deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. Respondent shall notify DTSC in writing at least six months prior to destroying any documents prepared pursuant to this Order.

6.12 Government Liabilities. The State of California shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by Respondent, or related parties specified in Section 6.26, Parties Bound, in carrying out activities pursuant to this Order, nor shall the State of California be held as party to any contract entered into by Respondent or its agents in carrying out activities pursuant to this Order.

6.13 Additional Actions. By issuance of this Order, DTSC does not waive the right to take any further actions authorized by law.

6.14 Extension Requests. If Respondent is unable to perform any activity or submit any document within the time required under this Order, Respondent may, prior to expiration of the time, request an extension of the time in writing. The extension request shall include a justification for the delay. All such requests shall be in advance of the date on which the activity or document is due.

6.15 Extension Approvals. If DTSC determines that good cause exists for an extension, it will grant the request and specify a new schedule in writing. Respondent shall comply with the new schedule

incorporated in this Order.

6.16 Liability for Costs. Respondent is liable for all of DTSC's costs that have been incurred in taking response actions at the Site (including costs of overseeing response actions performed by Respondent) and costs to be incurred in the future.

6.17 Payment of Costs. DTSC may bill Respondent for costs incurred in taking response actions at the Site prior to the effective date of this Order. DTSC will bill Respondent quarterly for its response costs incurred after the effective date of this Order. Respondent shall pay DTSC within sixty (60) days of receipt of any DTSC billing. Any billing not paid within sixty (60) days is subject to interest calculated from the date of the billing pursuant to Health and Safety Code section 25360.1. All payments made by Respondent pursuant to this Order shall be by cashier's or certified check made payable to this "DTSC," and shall bear on the face the project code of the Site (Site 200955) and the Docket number of this Order. Payments shall be sent to:

Department of Toxic Substances Control
Accounting/Cashier
400 P Street, 4th Floor
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of all payment checks shall also be sent to the person designated by DTSC to receive submittals under this Order.

6.18 Severability. The requirements of this Order are severable, and Respondent shall comply with each and every provision hereof, notwithstanding the effectiveness of any other provision.

6.19 Incorporation of Plans, Schedules and Reports. All plans, schedules, reports, specifications and other documents that are submitted by Respondent pursuant to this Order are incorporated in this Order upon DTSC's approval or as modified pursuant to Section 6.6, DTSC Review and Approval, and shall be implemented by Respondent. Any noncompliance with the documents incorporated in this Order shall be deemed a failure or refusal to comply with this Order.

6.20 Modifications. DTSC reserves the right to unilaterally modify this Order. Any modification to this Order shall be effective upon the date the modification is signed by DTSC and shall be deemed incorporated in this Order.

6.21 Time Periods. Unless otherwise specified, time periods begin from the effective date of this Order and "days" means calendar days.

6.22 Termination and Satisfaction. Except for Respondent obligations under Sections 5.5 Operation and Maintenance (O&M), 5.6 Five-Year Review, 5.12 Financial Assurance, 6.11 Record Retention, 6.16 Liability for Costs, and 6.17 Payment of Costs, Respondent obligations

under this Order shall terminate and be deemed satisfied upon Respondent receipt of written notice from DTSC that Respondent has complied with all the terms of this Order

6.23 Parties Bound. This Order applies to and is binding upon Respondent, and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors and assignees, including but not limited to, individuals, partners, and subsidiary and parent corporations. Respondent shall provide a copy of this Order to all contractors, subcontractors, laboratories, and consultants which are retained to conduct any work performed under this Order, within [15] days after the effective date of this Order or the date of retaining their services, whichever is later. Respondent shall condition any such contracts upon satisfactory compliance with this Order. Notwithstanding the terms of any contract, Respondent is responsible for compliance with this Order and for ensuring that its subsidiaries, employees, contractors, consultants, subcontractors, agents and attorneys comply with this Order.

6.24 Change in Ownership. No change in ownership or corporate or partnership status relating to the Site shall in any way alter Respondent's responsibility under this Order. No conveyance of title, easement, or other interest in the Site, or a portion of the Site, shall affect Respondent's obligations under this Order. Unless DTSC agrees that such obligations may be transferred to a third party, Respondent shall be responsible for and liable for any failure to carry out all activities required of Respondent by the terms and conditions of this Order, regardless of Respondent's use of employees, agents, contractors, or consultants to perform any such tasks. Respondent shall provide a copy of this Order to any subsequent owners or successors before ownership rights or stock or assets in an corporate acquisition are transferred.

VII. NOTICE OF INTENT TO COMPLY

7.0 Not later than fifteen (15) days after the effective date of this Order, Respondent shall provide written notice, in accordance with paragraph 6.4 Submittals of this Order, stating whether or not Respondent will comply with the terms of this Order. If Respondent, or any one of them, do not unequivocally commit to perform all of the requirements of this Order, they, or each so refusing, shall be deemed to have violated this Order and to have failed or refused to comply with this Order. Respondent's written notice shall describe, using facts that exist on or prior to the effective date of this Order, any sufficient cause/defenses asserted by Respondent under Health and Safety Code sections 25358.3(a) and 25355.5(a)(1)(B) or CERCLA section 107(c)(3), 42 U.S.C. section 9607(c)(3).

VIII. EFFECTIVE DATE

8.0 This Order is final and effective five [5] days from the date of mailing, which is the date of the cover letter transmitting the Order to you.

IX. PENALTIES FOR NONCOMPLIANCE

9.0 Respondent may be liable for penalties of up to \$25,000 for each day out of compliance with any term or condition set forth in this Order and for punitive damages up to three times the amount of any costs incurred by DTSC as a result of Respondent's failure to comply, pursuant to Health and Safety Code sections 25359, 25359.2, 25359.4, and 25367(c).

DATE OF ISSUANCE: 10/9/2002 
Barbara J. Cook, P.E.
Regional Branch Chief
Department of Toxic Substances Control

cc: Site Mitigation Program
Headquarters, Planning & Policy
Office of Legal Counsel

4344

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ARMY

BLK	INTO LOT	DATE
3-9	10	1938
10	1	1943
12	1	1943
44	2	1943

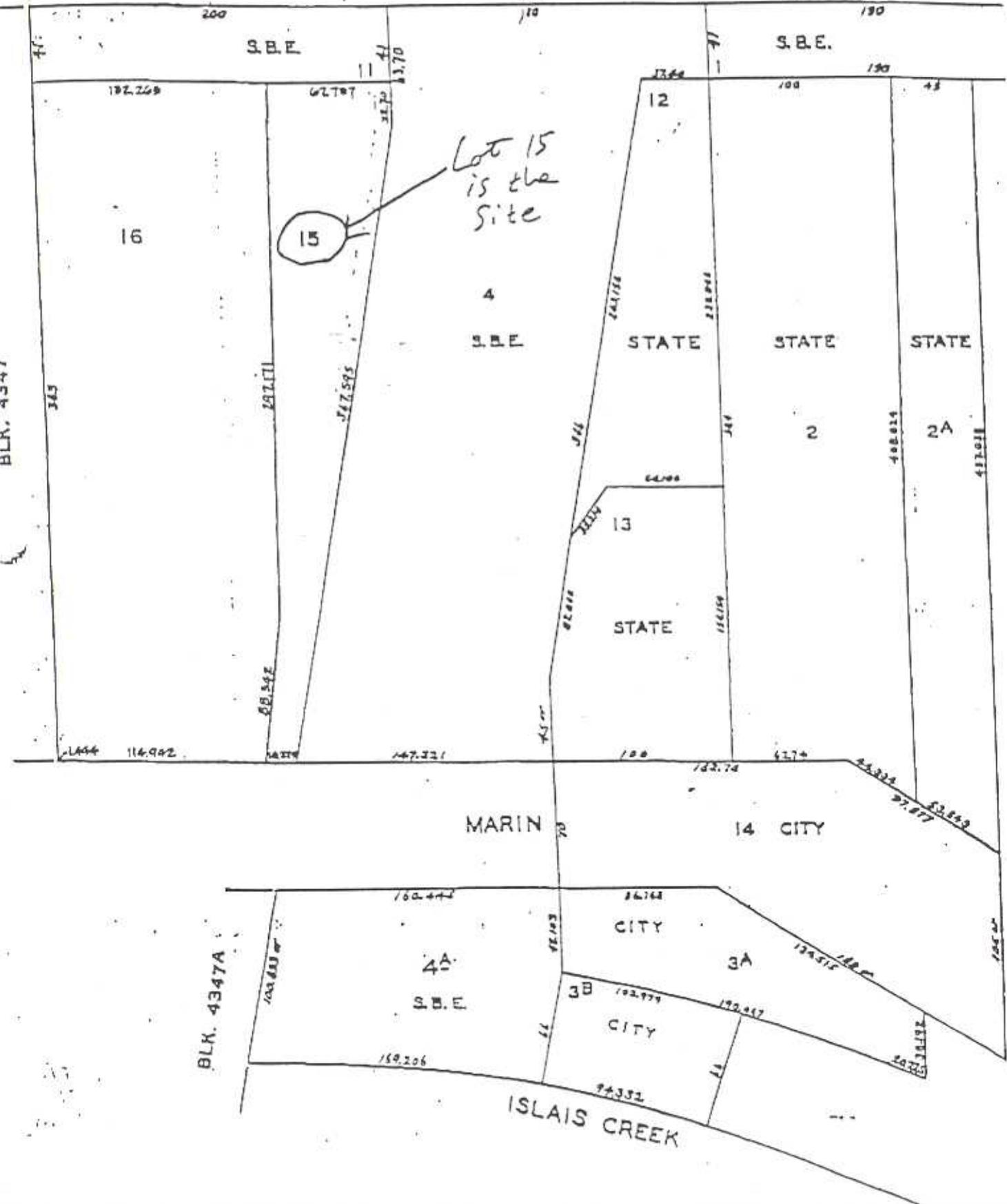


EXHIBIT "A"

**ISLAIS CREEK STORAGE/TRANSPORT FACILITIES
CONSTRUCTION EASEMENT FROM FEDERATED METALS CORP**

(PARCEL ICT 4)

An easement for construction purposes within and upon the certain land situated in the City and County of San Francisco, State of California, more particularly described as follows:

COMMENCING at the intersection of the southerly line of Army Street and the former westerly line of Mississippi Street, said point also being the northeasterly corner of Parcel 18 as described in Deed from Union Pacific Railroad Company to the City and County of San Francisco recorded June 30, 1988, in Book E627 at page 1887 in the Office of the Recorder, City and County of San Francisco, California;

THENCE running southerly along the easterly line of said Parcel 18 a distance of 41.00 feet to the **TRUE POINT OF BEGINNING** of this description;

THENCE continuing southerly along the prolongation of the preceding course a distance of 24.69 feet;

THENCE deflecting 10 degrees 37' 07" to the right from the preceding course and running southwesterly a distance of 365.58 feet to the northerly line of Marin Street;

THENCE deflecting 79 degrees 22' 53" to the right from the preceding course and running westerly along said northerly line of Marin Street a distance of 16.28 feet;

THENCE deflecting 100 degrees 22' 24" to the right from the preceding course and running northeasterly a distance of 88.34 feet;

THENCE deflecting 10 degrees 22' 24" to the left from the preceding course and running northerly a distance of 297.10 feet to a point 41.00 feet perpendicularly southerly from the southerly line of Army Street;

THENCE deflecting 90 degrees to the right from the preceding course and running easterly parallel to said southerly line of Army Street a distance of 67.74 feet to the **TRUE POINT OF BEGINNING**, containing 14,597 square feet, more or less, also being Lot 15 of Assessor's Block 4349.

EXCEPTING THEREFROM a 10 foot wide sewer easement, more particularly described as follows:

COMMENCING at the TRUE POINT OF BEGINNING of the hereinabove described parcel, said point also being the TRUE POINT OF BEGINNING of this description;

THENCE running southerly along the easterly line of Parcel 18 as described in Deed from Union Pacific Railroad Company to the City and County of San Francisco recorded June 30, 1988, in Book E627 at page 1887 in the Office of the Recorder, City and County of San Francisco, State of California, a distance of 24.69 feet;

THENCE deflecting 10 degrees 37' 07" to the right from the preceding course and running southwesterly a distance of 365.58 feet to the northerly line of Marin Street;

THENCE deflecting 79 degrees 22' 53" to the right from the preceding course and running westerly along said northerly line of Marin Street a distance of 10.17 feet;

THENCE deflecting 100 degrees 22' 24" to the right from the preceding course and running northeasterly a distance of 366.52 feet;

THENCE deflecting 10 degrees 22' 24" to the left from the preceding course and running northerly a distance of 23.76 feet;

THENCE deflecting 90 degrees to the right from the preceding course and running easterly 10.00 feet to the TRUE POINT OF BEGINNING, containing 3,902 square feet, more or less, also being a portion of Lot 15 of Assessor's Block 4349.