

Appendix C2
Clear Creek Management Area

Clear Creek Management Area

The purpose of this appendix is to provide the status and updated technical information on the Clear Creek Management Area (CCMA), which was identified as a geographic area of concern within the Atlas Asbestos Mine Superfund Site. The Atlas Mine Area Operable Unit (OU) is located within the CCMA.

Background

The CCMA includes approximately 75,000 acres of public land. The portion of the CCMA located within the New Idria Formation is designated as a Hazardous Asbestos Area and is managed by the Bureau of Land Management (BLM) through the January 2006 CCMA Resource Management Plan Amendment and Route Designation Record of Decision (BLM 2006a). The designated Hazardous Asbestos Area in the CCMA has been mined for mercury, chromite, asbestos, and other minerals since the mid-1800s, and contains numerous mines and exploration cuts, as well as hundreds of roads and trails. It is also a popular recreation area used by off-highway vehicle enthusiasts, hikers, campers, hunters, and rock-collectors. The San Benito Mountain Research Natural Area, which is approximately 4,082 acres in size, is also located within the Hazardous Asbestos Area. This area was designated because of the unique vegetative communities associated with the serpentine soils. Its primary purpose is to provide research and educational opportunities while protecting this unique assemblage of vegetation.

The United States Environmental Protection Agency (USEPA) stated in the Record of Decision (ROD) for the Atlas Mine Area OU that it is not taking any action in the CCMA because the BLM will revise its land-use plan to minimize airborne asbestos emissions and the threat to public health in this area. The ROD further provided that USEPA will evaluate whether the BLM's plan protects human health and the environment, and will publish a public notice of its determination.

In 1992, USEPA published a public notice regarding the status of the CCMA (Appendix B). USEPA provided in the 1992 public notice that BLM had not issued a plan to address airborne asbestos emissions in the CCMA; therefore, USEPA would remain involved in BLM's planning and analysis process in order to help ensure protection of public health and the environment from the asbestos in the area. USEPA continues to work with BLM to determine how its Resource Management Plan should be altered to address asbestos risks in the CCMA. The following section summarizes the recent activities that have occurred at the CCMA.

Status of Recent Activities at the Clear Creek Management Area

Risk Analysis of Asbestos Exposures at the CCMA

USEPA is currently conducting a study on asbestos exposures experienced by CCMA users during typical recreational activities. The goals of this study are to provide BLM with

information to manage and minimize human health risks at the CCMA, and to update a similar study conducted by the BLM in 1992. In September 2004, the USEPA conducted the first of four sampling events in the CCMA. Crews of federal contractors and the U.S. Coast Guard's Pacific Strike Team wore protective gear and personal air monitors to sample air in their breathing zones, while riding dirt bikes and all-terrain vehicles, driving sport utility vehicles (SUV), hiking, and pitching tents. Similar "activity-based" sampling events were conducted in November 2004, February 2005, and September 2005. The USEPA's study updates the 1992 BLM risk assessment in two important ways:

- Health risks to children are evaluated by placing monitors at the height of the average child's mouth.
- Transmission Electron Microscopy is used to analyze air samples. This technology has a much better resolution than Phase Contrast Microscopy (PCM), which was used in the 1992 assessment.

Risks due to asbestos exposure were evaluated using USEPA's Superfund risk assessment guidance and cancer risk chart. This evaluation is based on measurements of Phase Contrast Microscope Equivalent (PCME) fiber concentrations in field samples. PCME fibers are equivalent in dimension to fibers that can be detected under low magnification with PCM. The cancer risk studies, upon which health standards are based, used PCM and are, therefore, based on asbestos fibers with specific dimensions (greater than 5 microns).

Results of the September 2004 sampling event show that the concentrations of PCME fibers to which CCMA recreational users are exposed are very high compared with health standards. The trailing motorcyclist was exposed to nearly 1.0 PCME fiber/cubic centimeter (total fibers = 27 fibers/cubic centimeter), which poses an unacceptable cancer risk, based on the USEPA's Superfund risk assessment guidance and cancer risk chart. In addition, the asbestos exposure levels experienced by the trailing motorcyclist and SUV driver exceeded the permissible exposure level (0.1 PCME fiber/cubic centimeter) for workers in an occupational environment, as set by the Occupational Health & Safety Administration (OSHA). The trailing motorcyclist's exposure was ten times the permissible exposure level and equivalent to the OSHA 30-minute "not to exceed" value.

The results of the sampling events are summarized in technical memoranda posted at <http://www.epa.gov/region09/toxic/noa/clearcreek/index.html>. A final summary report will summarize the data for all sampling events, and be provided to the BLM and the public when the evaluation is complete.

2006 Summer Use Restrictions

In 2006, BLM updated their *Clear Creek Management Area Resource Management Plan Amendment and Route Designation Record of Decision* (BLM 2006a) due to the potential for increased exposure to asbestos. BLM has also imposed summer-use restrictions for the CCMA that will be in effect from June 1 to October 16, 2006. The limited off-highway vehicle use areas and routes are updated in maps and marking posts in the CCMA. Unmarked routes and areas will remain closed to motorized use until signed as open (BLM 2006b).

References

Bureau of Land Management (BLM). 2006a. *2006 Clear Creek Management Area Resource Management Plan Amendment and Route Designation Record of Decision*. January.

_____. 2006b. *Clear Creek Bulletin*. May.

United States Environmental Protection Agency (USEPA). 1991. *EPA Superfund Record of Decision - Atlas Asbestos Mine OU #01*. February.

_____. "Cancer Risk Chart - Excess Lifetime Cancer Risk versus Motorcycle Rider Position and Exposure Scenario (September data)."

<http://www.epa.gov/region09/toxic/noa/clearcreek/images/cancer-risk-chart-lg.jpg>

Appendix D
Institutional Control Technical Memoranda

Appendix D1
Johns-Manville Mill OU

Institutional Controls at the Coalinga Asbestos Mine (Johns-Manville Mill) Site

PREPARED FOR: United States Environmental Protection Agency (USEPA), Region 9
PREPARED BY: CH2M HILL
DATE: August 30, 2006

Institutional controls are non-engineering methods by which access to contaminated environmental media is restricted. This technical memorandum summarizes the results of an evaluation of institutional controls for the Coalinga Asbestos Mine (Johns-Manville Mill or JMM) site.

A Record of Decision (ROD) was issued for the JMM on September 21, 1990. A component of the remedy selected in the ROD included filing a deed restriction to restrict future land uses and to prevent disturbance of the contaminated material remaining at the site. Two five-year reviews have been performed since the ROD was issued in 1990. The first 5-year review, completed in December 1997, did not identify any deficiencies in implementation of the remedy selected in the ROD. The second 5-year review, completed in September 2001, noted that the deed restriction specified in the ROD was in place and that no activities were observed that would have violated the effectiveness of the institutional controls.

Further research was conducted as part of this third 5-year review to confirm that the deed restriction for the JMM was properly recorded. A review of site documents obtained from the Superfund Records Center and conversations with the Department of Toxic Substances Control's (DTSC's) public relations officer confirmed that the JMM comprises one parcel identified as Fresno County Assessor Parcel Number 063-030-03S. A preliminary title report for Parcel Number 063-030-03S does not reveal any recorded environmental restrictions on the subject property. The preliminary title report for this parcel is provided in Attachment 1.

The *Revised Operations and Maintenance Plan Johns-Manville Mill Operable Unit* (LFR 2002) and DTSC's online Superfund research tool, Envirostor, include a deed restriction associated with the JMM. A copy of the deed restriction for the JMM is presented in Attachment 2. The deed restriction references property that is subject of Consent Decree Case No. P-92-5374, which is the 1992 Consent Decree entered into between the United States Environmental Protection Agency (USEPA) and the Pine Canyon Land Company, Santa Fe Pacific Corporation, and Catellus Development Corporation for the JMM. The deed restriction has a County Recorder office stamp and appears to have been officially recorded on July 2, 1993. However, as stated above, this deed restriction is not identified in the preliminary title report for the parcel on which the JMM is located.

Deficiencies and Recommendations

USEPA's Office of Regional Counsel, upon close scrutiny of the deed restriction, has concluded that this deed restriction is not a legally enforceable instrument. The owner unilaterally recorded this instrument without conveying any property interest to a grantee and did not otherwise record it consistent with California's statutory and regulatory authority to impose land use restrictions to protect human health or safety or the environment as the result of the presence of hazardous materials on the land. Accordingly, the deed restriction is legally deficient and does not run with the land (i.e., would not legally bind future owners of the property to these restrictions).

Accordingly, it is recommended that the current owner of the JMM property, SFP Railway Company, should record a new land use covenant, consistent with Title 22 of the California Code of Regulations (CCR) Section 67391.1 that runs with the land.

References

Levine Fricke Rincon (LFR). 2002. *Revised Operations and Maintenance Plan, Johns-Manville Coalinga Mill Area Operable Unit*. May 2.

Attachment 1
Preliminary Title Report



First American

May 22, 2006

To: MELISSA
Attn: TITLE REPORT
Fax No.: 1(510)622-9057

From: Jeremiah Aguilera

File No.: 0625-2389527
Property: Vacant Land, Fresno, CA

Subject: HERE YOU GO!

Thank you for contacting First American Title. We truly appreciate your business, and if we can be of further service, please do not hesitate to contact us. Thanks again for using First American Title .

This message is for the designated recipient only and may contain privileged or confidential information. If you have received it in error, please notify the sender immediately and delete the original. Any other use of the information by you is prohibited.

If you do not receive all pages as indicated or have problems in receiving this fax, please contact the sender at (951)787-1700 .



Order Number: 0625-2389527

Page Number: 1



First American Title

3625 Fourteenth Street
Riverside, CA 92501

Melissa
CH2MHill
155 Grand Avenue
Oakland, CA 94612-3758
Phone:
Fax:

Customer Reference:

Order Number: 0625-2389527 (04)

Title Officer: Joshua Guzman
Phone: (951)787-1700
Fax No.: (866)292-6890
E-Mail: jrguzman@firstam.com
Buyer: SFP Railroad Co.
Borrower: SFP Railroad Co.
Property: No Situs Address
Fresno, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of May 12, 2006 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

1992 ALTA Loan Policy (10-17-92)

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

SFP RAILROAD COMPANY, A DELAWARE CORPORATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2006-2007, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Rights, rights of way, reservations and exceptions in the patent recorded February 14, 1895 in Book P of Patents, Page 279.
4. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded February 26, 1970 as Instrument No. 14130 in Book 5765, Page 548 of Official Records.
5. Water rights, claims or title to water, whether or not shown by the public records.
6. The lack of a right of access to and from the land.

Notice: Paragraph 4 of the insuring provisions on the face page of the policy will be deleted from the policy to be issued.

7. Prior to the issuance of any policy of title insurance, the Company will require:

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With respect to SFP Railroad Company, a Delaware corporation:

- a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
- b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
- c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

INFORMATIONAL NOTES

1. Basic rate applies.
2. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Agricultural Land known as No Situs Address, Fresno, California.

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

5. We find no open deeds of trust. Escrow please confirm before closing.

6. Taxes for proration purposes only for the fiscal year 2005-2006.

First Installment: \$87.90, PAID

Second Installment: \$87.90, PAID

Tax Rate Area: 077-001

APN: 063-030-03S

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Fresno, State of California, described as follows:

ALL OF FRACTIONAL SECTION 1, TOWNSHIP 19 SOUTH, RANGE 13 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED BY THE SURVEYOR GENERAL ON NOVEMBER 19, 1881;

EXCEPT THEREFROM THE TITLE AND EXCLUSIVE RIGHT TO ALL OF THE MINERALS AND MINERAL ORES.

APN: 063-030-03S

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

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EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or

created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

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2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land
 This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation), 15 (Building Permit), 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

a. building	b. zoning
c. land use	d. improvements on the land
e. land division	f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8 (e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification.
 This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: NONE.

13. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) WITH REGIONAL EXCEPTIONS

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: None.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

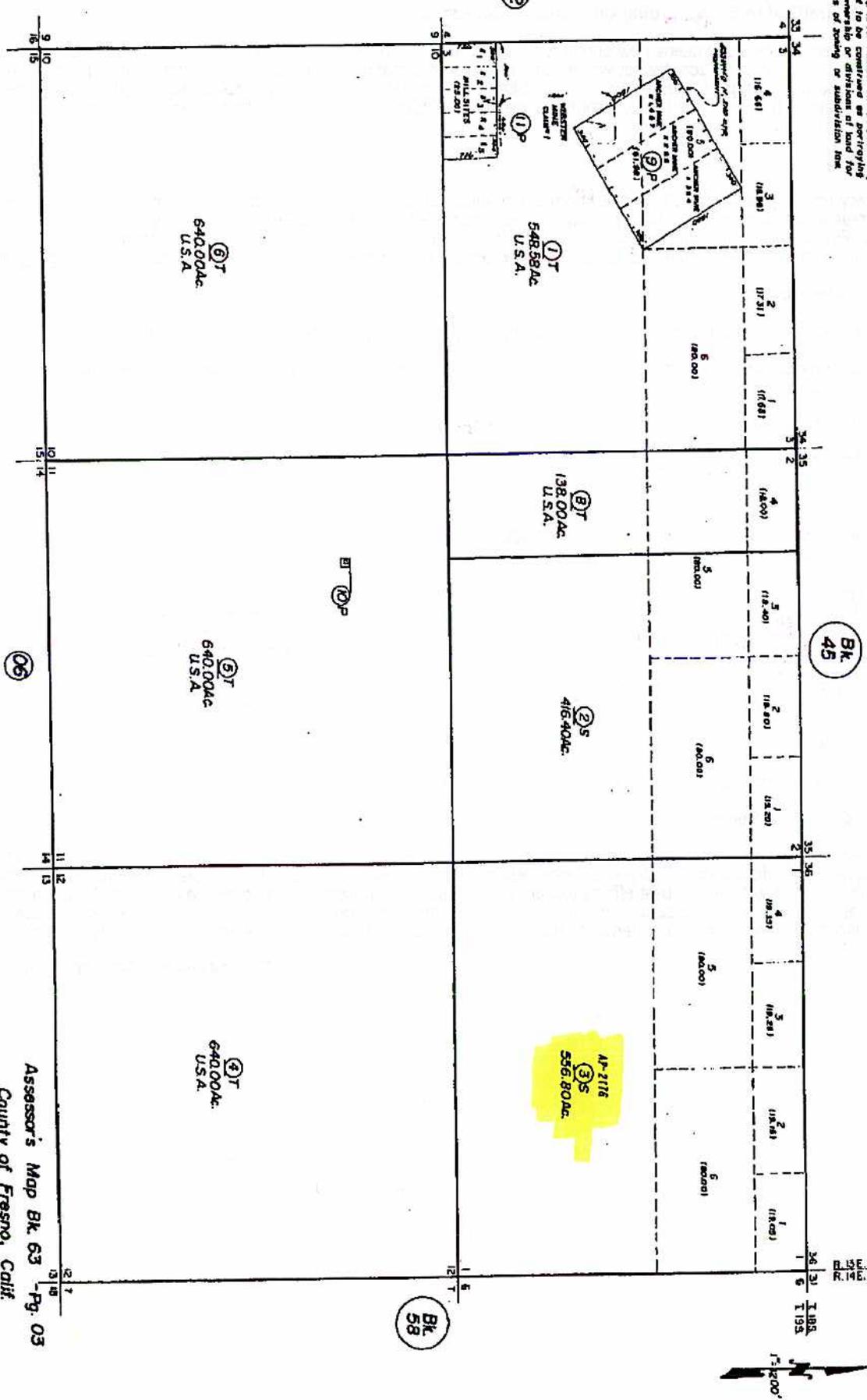
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

NOTE: This map is for Assessment purposes only. It is not to be construed as purporting legal ownership or divisions of land for purposes of zoning or subdivision laws.

SECS. 1, 2, 3, 10, 11, 8, 12, T. 19S, R. 13E. M.D.B. & M.

Tax Rate Area 17-001

63-03



Agricultural Preserve

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 63 -Pg. 03
County of Fresno, Calif.

VI - 1979

JAN 1 8 2002



Bk 58

Bk 45

Attachment 2
Deed Restriction

RECORDED IN OFFICIAL RECORDS OF FRESNO COUNTY, CALIFORNIA	
AT 30	11 AM
JUL 2 1993	
WILLIAM C. GREENWOOD County Recorder	FEE \$485

Return to:

Jerome F. Donohoe, Esq.
Counsel
Pine Canyon Land Co.
c/o Mayer, Brown & Platt
190 South LaSalle Street, Suite 3900
Chicago, Illinois 60663

DEED RESTRICTION AND NOTICE OF OBLIGATION

This Deed Restriction and Notice of Obligation ("Deed Restriction") is made as of the 28th day of June, 1993, by the Pine Canyon Land Company ("Owner"), which is the owner of record of certain real property, as more fully described in Exhibit A hereto, situated in the County of Fresno, State of California, incorporated herein by this reference (the "Property"), with reference to the following facts:

- A. The Property is the subject of a Consent Decree entered into by and between Owner and other defendants and the United States of America on behalf of the United States Environmental Protection Agency ("EPA") in Case No. F-92-5374 (OWW) in the United States District Court for the Eastern District of California ("Consent Decree").
- B. A certified copy of the Consent Decree is attached to be recorded as part of the Deed Restriction.
- C. Owner is obligated, pursuant to Paragraph II.F of Appendix B to the Consent Decree, to file with the County Recorder's Office in Fresno, California, a deed restriction prohibiting anyone in possession of the Property from taking any actions that would interfere with the implementation of the remedy constructed pursuant to the Consent Decree.
- D. Owner is obligated, pursuant to Paragraph VI.B of the Consent Decree, to record a notice of obligation to provide access to the United States, EPA, the State, and their representatives.

NOW, THEREFORE, in accordance with the terms of the Consent Decree, Owner records this Deed Restriction and Notice of Obligation. Anyone in possession of the Property shall be prohibited by the Consent Decree or otherwise under law from taking any actions that would interfere with the implementation of the remedy constructed pursuant to this Consent Decree. The Owner shall, during the effective period of the Consent Decree, provide access to the Site to the United States, EPA, the State, and their representatives.

IN WITNESS WHEREOF, the undersigned executes this Deed Restriction on behalf of Owner as of the date first set forth above.

PINE CANYON LAND COMPANY

By: Jerome F. Donchoe
Jerome F. Donchoe

Title: Counsel, Pine Canyon Land Co.

Date: June 28, 1993

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On June 28, 1993, before me, the undersigned, a Notary Public in and for said State of Illinois, personally appeared Jerome F. Donchoe, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Counsel of Pine Canyon Land Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same pursuant to authority contained in its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

LaVerne Belligio

My commission expires December 24, 1994



120 Acre tract

Institutional Controls at the City of Coalinga Operable Unit (Atlas Asbestos Mine and Coalinga Asbestos Mine Superfund Sites)

PREPARED FOR: United States Environmental Protection Agency (USEPA), Region 9
PREPARED BY: CH2M HILL
DATE: May 25, 2006

Institutional controls are non-engineering methods by which access to contaminated environmental media is restricted. This technical memorandum summarizes the results of an evaluation of institutional controls for the City of Coalinga Operable Unit (City OU) at the Atlas Asbestos Mine and Coalinga Asbestos Mine Superfund Sites.

A Record of Decision (ROD) for the City OU was signed on July 19, 1989. One component of the remedy selected in the ROD included placement of a deed restriction at the location of the waste management unit (WMU). The deed restriction was intended to prevent the disturbance of the cap and possible release of asbestos fibers and nickel contaminants from the site. Two 5-year reviews have been performed since the ROD was issued in 1989. The first 5-year review, completed in April 1996, reported that the institutional controls were adequate (E&E 1996). The second 5-year review, completed in September 2001, noted that the deed restriction specified in the ROD was in place and that no activities were observed that would have violated the effectiveness of the institutional control (USEPA 2001).

The restricted portion of the City OU comprises one parcel, Fresno County Assessor Parcel Number 083-020-59. The preliminary title report for this parcel includes a deed restriction recorded June 22, 1990, which was applicable to the WMU that was to be constructed as part of the remedy. On September 24, 1992 an amended deed restriction was recorded and provided a legal description of the area restricted under the June 22, 1990 deed restriction. The preliminary title report also identifies this deed restriction amendment. The preliminary title report for Parcel Number 083-020-59 and the September 24, 1992 deed restriction amendment are provided in Attachments 1 and 2, respectively.

During a recent review of the amended deed restriction, an error in the legal description of the WMU was noted. Kennedy/Jenks Consultants, on behalf of Union Pacific Railroad, consequently initiated a new survey of the WMU in February 2006 to correctly identify the boundaries of the site. The revised legal description should be included in future land-use restrictions for the site. The results of the February 2006 survey are included in Attachment 3.

Deficiencies and Recommendations

The United States Environmental Protection Agency's (USEPA) Office of Regional Counsel, upon close scrutiny of the deed restriction and amended deed restriction, has concluded