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CONTRA COSTA Co Recorder Office
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DOC- 2006-0391510-00
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Ttl Pd $54.00 Nbr-0003516302
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Recording Requested By:
Kingdom Financial LLC
1000 Howe Road
Martinez, CA 94553

When Recorded, Mail To:
Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612

CALIFORNIA REGIONAL WATER
JAN 05 2007
QUALITY CONTROL BOARD

COVENANT AND ENVIRONMENTAL RESTRICTION
ON PROPERTY

1000 Howe Road, Martinez, California

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 30 day of NOVEMBER, 2006 by KINGDOM FINANCIAL LLC ("Covenantor") who is the Owner of record of that certain property situated at 1000 Howe Road, in the City of Martinez, County of Contra Costa, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Board"), with reference to the following facts:

A. The soil in the southeastern portion and the groundwater underlying the Burdened Property contains hazardous materials.

B. Contamination of the Burdened Property. Soil and groundwater at the Burdened Property was contaminated by the release of petroleum hydrocarbons from off-site sources.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in soil and/or groundwater on the Burdened Property. Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could take place via ingestion or dermal contact of the contaminated soil. The risk of public exposure to the contaminants has been substantially lessened by the remediation and controls described herein.

D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is a residential property and is adjacent to roadways, commercial land uses, and residential properties.

E. Full and voluntary disclosure to the Board of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.

F. Covenantor desires and intends that in order to benefit the Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that exist in the soil and groundwater on the Burdened Property.

ARTICLE I
GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Board.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Board and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Board real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

ARTICLE II
DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

ARTICLE III
DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

A. All uses and development of the Burdened Property shall be consistent with the Risk Management Plan, which is hereby incorporated by reference including future amendments thereto. All uses and development shall be consistent with the provisions of the Risk Management Plan and pursuant to the requirements of the Board, unless otherwise expressly permitted in writing by the Board.

B. No Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board.

C. The Covenantor agrees that the Board, and/or any persons acting pursuant to Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.

D. No Owner or Occupant of the Burdened Property shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Burdened Property.

E. No Owners or Occupants of the Property or any portion thereof shall conduct any excavation work in excess of five feet below grade on the Property, unless expressly permitted in writing by the Board. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed by Covenanter or his agent in accordance with all applicable provision of local, state and federal law.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Board, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Board to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the property. Any such instrument shall contain the following statement:

> The land described herein contains hazardous materials in soils under the property, and is subject to a deed restriction dated as of _____, 2006, and recorded on _____, 2006, in the Official Records of Contra Costa County, California, as Document No. _____, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE IV
VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V
MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

If To: "Covenantor"
Kingdom Financial LLC
1000 Howe Road
Martinez, CA 94553

If To: "Board"
Regional Water Quality Control Board
San Francisco Bay Region
Attention: Executive Officer
1515 Clay Street, Suite 1400
Oakland, California 94612

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to affect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.
Covenantor: KINGDOM FINANCIAL LLC

By: [signature]
Title: MANAGER
Date: NOV 30, 2006

Agency: State of California
Regional Water Quality Board,
San Francisco Bay Region

391510

By: _____

Title: Executive Officer

Date: 11/30/06

STATE OF CALIFORNIA)
)
COUNTY OF Contra Costa)

On November 30, 20 06 before me, the undersigned a Notary Public in and for said state, personally appeared [Covenantor], personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

_____
Notary Public in and for said
County and State

BARBARA SASSER
Commission # 1488472
Notary Public - California
Contra Costa County
My Comm. Expires May 8, 2008

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 20__ before me, the undersigned a Notary Public in and for said state, personally appeared [EXECUTIVE OFFICER], personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

_____
Notary Public in and for said
County and State

391510

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda } ss.

On 12/7/2006 (Date), before me, Howard Leong, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared BRUCE H WOLFE (Name(s) of Signer(s)),

☐ personally known to me
☑ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

HOWARD LEONG
COMM. #1671793
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires June 28, 2010

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: COVENANT AND ENVIRONMENTAL RESTRICTION

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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391510

ACKNOWLEDGMENT

State of California
County of Contra Costa

On 12-07-06 before me, Cindye ANN MADEROS Notary Public
(here insert name and title of the officer)

personally appeared David R. Harris

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Cindye Ann Maderos

CINDYE ANN MADEROS
Commission # 1562284
Notary Public - California
Contra Costa County
My Comm. Expires May 26, 2009

(Seal)

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

391510

LEGAL DESCRIPTION

Real property in the City of Martinez, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

PORTION OF THE PARCEL OF LAND IN THE RANCHO LAS JUNTAS, DESCRIBED AS PARCEL ONE THE DEED TO MIKE CAVICH, ET UX, RECORDED MARCH 23, 1921, BOOK 365, DEEDS, PAGE 207, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHERE THE NORTHWESTERN LINE OF THE SANTA FE RAILROAD INTERSECTS THE EASTERN LINE OF SUBDIVISION G OF THE JOHN KELLY RANCH; THENCE NORTH 0° 23. 00" WEST, 30.00 FEET; THENCE ALONG THE EXTERIOR BOUNDARY OF SAID CAVICH PARCEL, 365 D 207, AS FOLLOWS: SOUTH 55° 17. 00" WEST, 265.25 FEET; SOUTH 89 . 00" WEST, 126.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING SOUTH 89° 08. WEST, 364.78 FEET; THENCE NORTH 39° . 30" WEST, 444.00 FEET; NORTH 11° 40. 30" EAST, 423.36 FEET, AND NORTH 89° 37. 00" EAST, 454.32 FEET TO THE WESTERN LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED TO THE ROMAN CATHOLIC ARCHBISHOP OF CALIFORNIA, RECORDED OCTOBER 6, 1948, BOOK 1303, OFFICIAL RECORDS, PAGE 207; THENCE ALONG THE EXTERIOR BOUNDARY OF SAID PARCEL, 1303 OR 207 AS FOLLOWS: SOUTH 2° 32. 40" EAST, 147.18 FEET; SOUTH 11° 37. 50" WEST, 182.06 FEET; SOUTH 17° 37. 10" EAST, 451.34 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM PARCEL ONE:

THE INTEREST CONVEYED TO THE COUNTY OF CONTRA COSTA BY DEED RECORDED JULY 12, 1950, BOOK 1592, OFFICIAL RECORDS, PAGE 377.

THE LAND CONVEYED TO CONTRA COSTA COUNTY BY GRANT DEED RECORDED OCTOBER 27, 1976, IN BOOK 8067, OFFICIAL RECORDS, PAGE 32.

PARCEL TWO:

PORTION OF THE RANCHO LAS JUNTAS, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHWESTERLY LINE OF HOWE ROAD AT IS INTERSECTION WITH A COURSE HAVING A BEARING AND DISTANCE OF "NORTH 89° 08. EAST, 491.39 FEET" DESCRIBED IN PARCEL TWO IN THE DEED TO THE MT. VIEW IMPROVEMENT ASSOCIATION, INC., RECORDED NOVEMBER 1, 1949 IN BOOK 1456 OF OFFICIAL RECORDS, PAGE 473, CONTRA COSTA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE, BEING ALSO ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, THE RADIUS POINT OF WHICH BEARS NORTH 32° 20. 52" WEST, 1,460.00 FEET, AN ARC DISTANCE OF 47.57 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID MT. DIABLO IMPROVEMENT ASSOCIATION INC. PARCEL (1456 O.R. 473), NORTH ° 14. 32" WEST, 225.69 FEET; THENCE NORTH 38° 13. 09" WEST, 31.95 FEET TO THE SOUTHWESTERLY CORNER OF THE PARCEL DESCRIBED IN THE DEED TO W.R. THOMASON AND LILLIAN THOMASON, HIS WIFE, RECORDED APRIL 6, 1973 IN BOOK 6908 OF OFFICIAL RECORDS, PAGE 57; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, SOUTH 89° 42. 13" EAST, 316.05 FEET TO THE POINT OF BEGINNING.

APN: 376-081-012-1

END OF DOCUMENT