

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

ANTHONY SPANOS, INC., *et al.*

Defendants.

)
)
)
)
) Civil Action No. 1:14-cv-01625-RJL
)
)
)
)
)
)

**CONSENT DECREE
FOR SETTLEMENT OF CLAIMS INVOLVING GEORGE A. SPANOS, TRUSTEE OF
GEORGE A. SPANOS LIVING TRUST**

TABLE OF CONTENTS

I.	BACKGROUND	3
II.	JURISDICTION	4
III.	PARTIES BOUND	4
IV.	DEFINITIONS.....	4
V.	PAYMENT OF RESPONSE COSTS.....	6
VI.	FAILURE TO COMPLY WITH CONSENT DECREE	8
VII.	COVENANTS BY PLAINTIFF	9
VIII.	RESERVATIONS OF RIGHTS BY UNITED STATES	9
IX.	COVENANTS BY SETTLING DEFENDANT.....	9
X.	EFFECT OF SETTLEMENT/CONTRIBUTION	11
XI.	PROPERTY REQUIREMENTS AND PERFORMANCE OF RESPONSE ACTION BY SETTLING DEFENDANT	12
XII.	ACCESS TO INFORMATION	15
XIII.	RETENTION OF RECORDS	16
XIV.	NOTICES AND SUBMISSIONS	16
XV.	RETENTION OF JURISDICTION.....	17
XVI.	INTEGRATION/APPENDIXES.....	17
XVII.	LODGING AND OPPORTUNITY FOR PUBLIC COMMENT	18
XVIII.	SIGNATORIES/SERVICE.....	18
XIX.	DISPUTE RESOLUTION	18
XX.	FINAL JUDGMENT	20

I. BACKGROUND

A. This matter concerns the Georgia Avenue PCE Site in Washington, D.C., where the United States Environmental Protection Agency (“EPA”) conducted a removal response action from 2009 to 2011 to address the release or threatened release of the hazardous substance perchloroethylene (“PCE”). The release or threatened release of PCE arose out of the operation of a dry-cleaning business at 6143 Georgia Avenue, NW, Washington D.C. (the “Affected Property”). EPA completed its removal action in or around April 2011.

B. The United States of America (“United States”), on behalf of the Administrator of EPA, filed a complaint on September 9, 2014 against three defendants in this matter pursuant to Sections 104, 107, and/or 113 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9604, 9607, and/or 9613 (“CERCLA”), seeking, among other things, reimbursement of response costs incurred or to be incurred at or in connection with Georgia Avenue PCE Superfund Site in Washington, DC (“the Site”).

C. The purpose of this Consent Decree is to settle the United States’ claims under Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, against Defendant George A. Spanos, Trustee of the George Spanos Living Trust (“Settling Defendant”) through partial payment of Past Response Costs, implementation of property use and non-interference requirements on property owned by Mr. Spanos at the Site, and performance of operation and maintenance of two sub-slab depressurization systems (“SSDS”) installed by EPA at the Site to mitigate the threat posed by the actual or threatened releases of PCE. EPA has determined that, based on current information, the operation and maintenance of the SSDS are protective of human health and the environment.

D. Settling Defendant filed an answer on December 8, 2014. Settling Defendant alleges numerous facts, including that, since at least 1964, the dry-cleaning business was operated by Defendant Anthony Spanos, Inc. (“ASI”). Defendant Gus Dinos was an officer, shareholder, and day-to-day manager of ASI. In September 1967, Anthony Spanos personally bought the real estate at 6143 Georgia Avenue, NW, on which the business was operating. Settling Defendant, George Spanos is Anthony Spanos’s son and the current owner, as trustee of the George A. Spanos Living Trust, of the Affected Property. George Spanos inherited the Affected Property, under his father’s will, following the deaths of his father and his mother in 1988 and 2000, respectively. George Spanos was a corporate officer and shareholder of ASI, but he never personally operated the dry-cleaning business of ASI on the Affected Property. Settling Defendant does not admit and affirmatively denies, under the defenses available under Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3), any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint. Throughout EPA’s removal response action, Settling Defendant has cooperated with all requests made by EPA pursuant to its authority under CERCLA.

E. The United States and Settling Defendant agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter without further litigation and without the admission or adjudication of any issue of fact or law is appropriate and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b), and also has personal jurisdiction over Settling Defendant. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendant waives all objections and defenses that he may have to jurisdiction of the Court or to venue in this District. Settling Defendant shall not challenge entry or the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon Settling Defendant. Except as otherwise set forth in this Consent Decree, any change to the George A. Spanos Living Trust Declaration of Trust or to any other legal status of the Trustee, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendant under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or its Appendices, the following definitions shall apply:

"Affected Property" means the real property at 6143 Georgia Avenue, NW, Washington, DC, owned or controlled by Settling Defendant.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675.

"Consent Decree" shall mean this Consent Decree and all Appendixes attached hereto.

"Day" or "day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

"Deferred interest" shall mean interest accruing on the total amount of any unpaid principal throughout the payment schedule and payable on the final payment installment. The total unpaid principal shall be reduced by any interim installment payment.

"DOJ" shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

"Effective Date" shall mean the date upon which the approval of this Consent Decree is recorded on the Court's docket.

“EPA” shall mean the U.S. Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <http://www2.epa.gov/superfund/superfund-interest-rates>.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Other Affected Property” shall mean the real property at the Site adjacent to the Affected Property and not owned by Settling Defendant located at 6135 Georgia Avenue, N.W., Washington, D.C. and described as Lot 0100 in Square 2982 as per plat recorded in the records of the Office of the Surveyor of the District of Columbia.

“Oversight Costs” shall mean all response costs, including, but not limited to, direct and indirect costs that EPA or DOJ on behalf of EPA incurs for oversight of the Work.

“Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean the United States and Settling Defendant.

“Past Response Costs” shall mean all costs, including, but not limited to, direct, indirect and enforcement costs, that EPA and DOJ on behalf of EPA has paid at or in connection with the Site through the Effective Date, plus accrued Interest on all such costs through such date.

“Plaintiff” shall mean the United States.

“Purchaser” shall mean a subsequent owner of the Affected Property, who meets the definition of a bona fide prospective purchaser under Section 101(40) of CERCLA 42 U.S.C. § 9601(40).

“RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Removal Action” shall mean the response action EPA conducted at the Site to address the release or threatened release of tetrachloroethylene, also known as perchloroethylene (“PCE”), at and from the Site.

“SSDS” means the sub-slab depressurization system installed at the Affected Property and at the Other Affected Property by EPA as part of the Removal Action.

“Section” shall mean a portion of this Consent Decree identified by a Roman numeral.

“Settling Defendant” shall mean George A. Spanos, in his capacity as trustee of the George A. Spanos Living Trust and any subsequent trustee designated by the George A. Spanos Living Trust.

“Settling Defendant’s Affected Property” shall mean 6143 Georgia Avenue, N.W., Washington, D.C.

“Site” shall mean the Georgia Avenue PCE Superfund Site, located in Washington, DC, at and around 6143 Georgia Avenue, NW, 6135 and 6137 Georgia Avenue, NW, and at other adjacent or nearby properties affected or potentially affected by the areal extent of contamination where EPA performed response actions as part of the Removal Action.

“Site Special Account” shall mean the Georgia Avenue PCE Site Special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA, and successors thereto.

“Work” shall mean all response actions and obligations Settling Defendant is required to perform under this Consent Decree, including, but not limited to, the response actions described in Appendix A for operation and maintenance of the SSDS systems installed at the Affected Property and the Other Affected Property.

V. PAYMENT OF RESPONSE COSTS

4. Payment by Settling Defendant for Past Response Costs. Except as otherwise provided in Paragraph 5 of this Consent Decree, Settling Defendant shall pay to EPA \$125,000 in five (5) installments over three (3) calendar years, plus an additional sum for Deferred Interest on any outstanding balance owed on that amount. Deferred Interest will be calculated from the date of entry of this Consent Decree through the date of the final payment. Defendant shall pay \$125,000 to EPA in accordance with the following payment schedule:

- a. \$10,000 within 90 days of the Effective Date;
- b. \$15,000 within 240 days of the Effective Date;
- c. \$25,000 on the sixteen-month anniversary of the Effective Date;
- d. \$25,000 on the two-year anniversary of the Effective Date; and
- e. \$50,000, plus all Deferred Interest, on the three-year anniversary of the Effective Date.

5. Alternative Payment by Settling Defendant for Past Response Costs Upon Any Sale of Settling Defendant's Affected Property Prior to the Three-Year Anniversary of the Effective Date. Notwithstanding the payment schedule required by Paragraph 4 of this Consent Decree, no later than ten business days after the date of closing of any sale by Settling Defendant of the Affected Property occurring before all payments required by Paragraph 4 have been made, Settling Defendant shall pay to EPA any remaining balance, plus all accrued interest, on the total amount required to be paid under Paragraph 4 of this Consent Decree. Settling Defendant shall provide EPA with written notice of any agreement of sale for Settling Defendant's Affected Property no later than 15 days prior to the date of the closing of the sale.

6. Settling Defendant shall make payment of any amounts required by Paragraph 4 and/or 5 of this Consent Decree by check payable to the United States Department of Justice in accordance with instructions provided to Settling Defendant by the Financial Litigation Unit ("FLU") of the U.S. Attorney's Office for the District of Columbia after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System ("CDCS") number, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

George A. Spanos
4607 N. 35th Street
Arlington, VA 22207

with a copy to:

Donald B. Mitchell, Jr., Esq.
Arent Fox LLP
1717 K Street, NW
Washington, DC 20006

7. Deposit of Payment. The total amount to be paid pursuant to Paragraph 4 and/or 5 shall be deposited by EPA in the Georgia Avenue PCE Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

8. Notice of Payment. At the time of payment, Settling Defendant shall send notice that payment has been made: (a) to EPA in accordance with Section XIV (Notices and Submissions); (b) to DOJ by email or by mail in accordance with Section XIV (Notices and Submissions); and (c) to the EPA Cincinnati Finance Center by email or by regular mail at:

Email: cinwd_acctsreceivable@epa.gov

Regular mail: EPA Cincinnati Finance Center
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference (i) the CDCS Number, (ii) Site/Spill ID Number A3MT, and (iii) DJ Number 90-11-3-10721.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

9. Interest on Late Payments. If Settling Defendant fails to make any payment under Paragraph 4 (Payment by Settling Defendant for Past Response Costs) and/or Paragraph 5 (Payment by Settling Defendant for Past Response Costs Upon Any Sale of Settling Defendant's Affected Property Prior to the Three-Year Anniversary of the Effective Date) by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

10. Stipulated Penalty.

a. If Settling Defendant does not comply with any requirements of this Consent Decree, Settling Defendant shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 9, the amount of \$500 per violation per day of such noncompliance.

b. Stipulated penalties are due and payable within 30 days after the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties," shall be made by check to "EPA Hazardous Substance Superfund" and shall be sent to:

US Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979077
St. Louis, MO 63197-9000

c. At the time of payment, Settling Defendant shall send notice that payment has been made to EPA and DOJ as provided in Paragraph 8 (Notice of Payment).

d. Penalties shall accrue as provided in this Paragraph 10 regardless of whether EPA has notified Settling Defendant of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment or performance is due or the day a violation occurs and shall continue to accrue through the date of payment or the final day of correction of the noncompliance or completion of the activity. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

11. If the United States brings an action to enforce this Consent Decree, Settling Defendant shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

12. Payments made under this Section VI shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree.

13. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendant from payment as required by Section V (Payment of Response Costs) or from performance of any other requirements of this Consent Decree.

VII. COVENANTS BY PLAINTIFF

14. Covenants for Settling Defendant by United States. Except as specifically provided in Section VIII (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendant pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), to recover Past Response Costs or Oversight Costs, or for performance of the Work. The United States also agrees not to exercise its federal lien rights under Section 107(l) of CERCLA, 42 U.S.C. § 9607(l), against Settling Defendant for Past Response Costs or Oversight Costs. These covenants shall take effect on the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree. These covenants extend only to Settling Defendant and do not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY UNITED STATES

15. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all matters not expressly included within Paragraph 14 (Covenants for Settling Defendant by United States). Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendant with respect to:

- a. liability for failure of Settling Defendant to meet a requirement of this Consent Decree;
- b. liability for costs to be incurred by the United States that are not within the definitions of Past Response Costs and Oversight Costs;
- c. liability for injunctive relief or enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606, for matters not included within the definition of Work;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

16. Notwithstanding any other provision of this Consent Decree, the United States retains all authority and reserves all rights to take any and all response actions authorized by law.

IX. COVENANTS BY SETTLING DEFENDANT

17. Covenants by Settling Defendant to the United States. Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United

States or its contractors or employees, with respect to the Site and this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at the Site for which the Past Response Costs or Oversight Costs were incurred, including any claim under the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

c. any claim pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Past Response Costs or Oversight Costs.

18. In the event the United States sues under Paragraph 15.b, .c, or .e above, the covenants in this Section shall not apply, but only to the extent that the Settling Defendant's claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

19. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

20. Waiver of Claims by Settling Defendant.

a. Settling Defendant agrees not to assert any claims and waives all claims or causes of action (including, but not limited to, claims or causes of action under Sections 107(a) and 113 of CERCLA) that he may have against ASI and/or Gus Dinos;

b. Settling Defendant further agrees not to assert any claims and waives all claims or causes of action (including, but not limited to, claims or causes of action under Sections 107(a) and 113 of CERCLA) that he may have:

(1) De Micromis Waiver. For all matters relating to the Site against any person where the person's liability to Settling Defendant with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials;

(2) De Minimis/Ability to Pay Waiver. For response costs relating to the Site against any person that has entered or in the future enters into a final CERCLA § 122(g) *de minimis* settlement or a final settlement based on limited ability to pay with EPA with respect to the Site.

c. Exceptions to Waivers.

(1) The waivers under this Paragraph 20 shall not apply with respect to any defense, claim, or cause of action that Settling Defendant may have against any person otherwise covered by such waivers if such person asserts a claim or cause of action relating to the Site against such Settling Defendant.

(2) The waiver under Paragraph 20.b(1) (De Micromis Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver if EPA determines that: (i) the materials containing hazardous substances contributed to the Site by such person contributed significantly or could contribute significantly, either individually or in the aggregate, to the cost of the response action or natural resource restoration at the Site; or (ii) such person has failed to comply with any information request or administrative subpoena issued pursuant to Section 104(e) or 122(e)(3)(B) of CERCLA, 42 U.S.C. § 9604(e) or 9622(e)(3)(B), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site; or if (iii) such person has been convicted of a criminal violation for the conduct to which the waiver would apply and that conviction has not been vitiated on appeal or otherwise

X. EFFECT OF SETTLEMENT/CONTRIBUTION

21. Except as provided in Paragraph 20 (Waiver of Claims by Settling Defendant), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (3), to pursue any person not a party hereto to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

22. The Parties agree, and by entering this Consent Decree this Court finds, that this Consent Decree constitutes a judicially-approved settlement pursuant to which Settling Defendant has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are Past Response Costs, Oversight Costs, and the Work.

23. The Parties further agree, and by entering this Consent Decree this Court finds, that the complaint filed by the United States in this action is a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes a judicially-approved settlement pursuant to which Settling Defendant has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

24. Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify EPA and DOJ in writing no later than 60 days prior

to the initiation of such suit or claim. Settling Defendant also shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify EPA and DOJ in writing within 10 days after service of the complaint or claim upon it, provided however that violation of this sentence shall not be subject to Section VI. In addition, Settling Defendant shall notify EPA and DOJ within 10 days after service or receipt of any Motion for Summary Judgment, and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

25. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs other than Past Response Costs or Oversight Costs, or other relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by Plaintiff set forth in Section VII.

XI. PROPERTY REQUIREMENTS AND PERFORMANCE OF RESPONSE ACTION BY SETTLING DEFENDANT

26. Commitments by Settling Defendant. For as long as he is the legal owner of the Affected Property, Settling Defendant shall finance and perform the Work required by Appendix A of this Consent Decree, and all work plans and other plans, standards, specifications, and schedules developed by Settling Defendant and approved by EPA pursuant to this Consent Decree. EPA has determined that performance of response actions required by this Consent Decree and Appendix A to operate and maintain the SSDS are “reasonable steps” to prevent or limit human, environmental, or other exposure to any previously released hazardous substance present at the Affected Property, and, in accordance with Section 101(40)(D)(iii) of CERCLA, 42 U.S.C. § 9601(40)(D)(iii), any future Purchaser would also be required to perform these response actions.

27. Agreements Regarding Access and Non-Interference. For as long as he is the legal owner of the Affected Property, Settling Defendant shall, with respect to the Affected Property:

a. Provide the United States, the District of Columbia’s Department of Energy & Environment (“DOEE”), and their representatives, contractors, and subcontractors with access at all reasonable times to the Affected Property to conduct any activity relating to response actions at the Site including the following activities:

- DOEE;
 - Site;
- (1) Verifying any data or information submitted to the United States or
 - (2) Conducting investigations regarding contamination at or near the
 - (3) Obtaining samples;

- (4) Assessing the need for, planning, implementing, or monitoring response actions;
- (5) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendant or Purchaser or their agents, consistent with Section XII (Access to Information);
- (6) Assessing Settling Defendant's or Purchaser's compliance with the Consent Decree;
- (7) Determining whether the Affected Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, under the Consent Decree; and
- (8) Implementing, monitoring, maintaining, reporting on, and enforcing any institutional controls or any land, water, or other resource use restrictions regarding the Affected Property;

provided, however, that nothing in this Paragraph 27.a affects the enforceability of the Covenants by Plaintiff set forth in Section VII, nor diminishes a Purchaser's access and non-interference obligations under Section 101(40) of CERCLA, 42 U.S.C. § 9601(40).

b. Refrain from using the Affected Property in any manner that EPA determines will interfere with or adversely affect the implementation, integrity, or protectiveness of the SSDS at the Affected Property, including the following restrictions:

- (1) Until EPA issues the Notice of Completion provided for in Paragraph F of Appendix A to this Consent Decree, Settling Defendant shall not shut down or otherwise interfere with the operation of the SSDS installed at the Affected Property;
- (2) In the event of the construction of any new structures on or renovations to the Affected Property that may affect the operation or effectiveness of the SSDS, Settling Defendant shall provide EPA with no less than 30 days written notice regarding such construction or renovation. Notice under this Paragraph 27.b(2) shall be sent to the EPA Project Coordinator identified in Paragraph D of Appendix A to this Consent Decree and shall include, but not be limited to, any permit applications required to be submitted by Settling Defendant to any local government or agency. EPA reserves its authorities under Sections 104 and 106 of CERCLA, 42 U.S.C. §§ 9604 and 9606, to implement or require implementation of any response actions EPA determines are necessary to protect human health at the Site.

28. If EPA determines in a decision document prepared in accordance with the NCP that institutional controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed regarding the Affected Property, Settling Defendant, to the extent he is still the legal owner of the Affected Property, shall cooperate with EPA's and the District of Columbia's efforts to secure and ensure compliance with such institutional controls.

29. Notice to Successors-in-Title.

a. Within 15 days after the Effective Date, Settling Defendant shall record for the Affected Property an environmental covenant, which is substantially in the form of Appendix B to the Consent Decree (the "Affected Property Environmental Covenant"), with the District of Columbia Recorder of Deeds and with the DOEE in accordance with the District of Columbia's Uniform Environmental Covenants Act, D.C. Code §§ 8-671.07, 8-671.11.

b. Settling Defendant shall provide notice to any prospective purchaser and/or tenant, prior to entering into a contract to transfer the Affected Property, or 15 days prior to transferring the Affected Property, whichever is earlier, which notice shall:

(1) Notify the prospective purchaser/tenant that EPA performed a response action regarding the Site and that the Affected Property is subject to the Affected Property Environmental Covenant;

(2) Provide the prospective purchaser/tenant with a copy of this Consent Decree and notify the prospective purchaser of the "reasonable steps" identified in Paragraph 26 of this Consent Decree; and

(3) Notify EPA of the name and address of the prospective purchaser/tenant and provide EPA with a copy of the notice provided to the prospective purchaser/tenant in accordance with Paragraph 29.b(1).

30. In the event of any sale of the Affected Property, a Purchaser shall become responsible for demonstrating that the Purchaser meets all requirements of Section 101(40) of CERCLA, 42 U.S.C. § 9601(40), including, but not limited to, the "reasonable steps" identified in Paragraph 26 of this Consent Decree and compliance with the land-use restrictions identified in the Affected Property Environmental Covenant.

31. Agreement Regarding Access and Non-Interference on Other Affected Property. EPA has determined that operation and maintenance of the SSDS, as required by this Consent Decree and Appendix A, are "reasonable steps" to prevent or limit human, environmental, or other exposure to any previously released hazardous substance present at the Other Affected Property. In accordance with Section 101(40)(D)(iii) of CERCLA, 42 U.S.C. § 9601(40)(D)(iii), any owner of the Other Affected Property, as a contiguous property owner under Section 107(q) of CERCLA, 42 U.S.C. §9607(q), would also be required to cooperate and not interfere with operation and maintenance of the SSDS. Settling Defendant shall use good-faith efforts to secure access from the owner(s) of the Other Affected Property for the purpose of implementing the Work. Settling Defendant shall also use good-faith efforts to obtain and record with the District of Columbia Recorder of Deeds and with the DOEE an environmental covenant for the Other Affected Property. This environmental covenant shall be substantially in the form of Appendix C and in accordance with the District of Columbia's Uniform Environmental Covenants Act, D.C. Code §§ 8-671.07, 8-671.11. If Settling Defendant has not obtained access or an environmental covenant from the owner(s) of the Other Affected Property, Settling Defendant shall notify EPA in writing within 45 days after the Effective Date and shall include in that notification a summary of the good-faith steps that Settling Defendant has taken to attempt to comply with this Paragraph 31. EPA will assist Settling Defendant in securing access

or the environmental covenant from the owner(s) of the Other Affected Property. Failure of Settling Defendant to obtain access or the environmental covenant from the owner(s) of the Other Affected Property shall not be a violation of this Consent Decree if Settling Defendant demonstrates that he has used good-faith efforts to obtain access and the environmental covenant.

32. Notwithstanding any provision of the Consent Decree, the United States retains all of its access authorities and rights, as well as all of its rights to require institutional controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations with regard to the Affected Property and Other Affected Property.

XII. ACCESS TO INFORMATION

33. Settling Defendant shall provide to EPA, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within his possession or control or that of his contractors or agents relating to activities at the Site or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Site.

34. Privileged and Protected Claims.

a. Settling Defendant may assert that all or part of a Record is privileged or protected as provided under federal law, provided he complies with Paragraph 34.b, and except as provided in Paragraph 34.c.

b. If Settling Defendant asserts a claim of privilege or protection, he shall provide Plaintiff with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Settling Defendant shall provide the Record to Plaintiff in redacted form to mask the privileged or protected information only. Settling Defendant shall retain all Records that he claims to be privileged or protected until the United States has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the Settling Defendant's favor.

c. Settling Defendant may make no claim of privilege or protection regarding:

(1) any data regarding the Site, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or

(2) the portion of any Record that Settling Defendant is required to create or generate pursuant to this Consent Decree.

35. **Business Confidential Claims.** Settling Defendant may assert that all or part of a Record submitted to Plaintiff under this Section XII or Section XIII (Retention of Records) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Settling Defendant shall segregate and clearly identify all Records or parts thereof submitted under this Consent Decree for which Settling Defendant asserts a business confidentiality claim. Records submitted to EPA determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Settling Defendant that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such Records without further notice to Settling Defendant.

36. Notwithstanding any provision of this Consent Decree, the United States retains all of its information-gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XIII. RETENTION OF RECORDS

37. Until five (5) years after the Effective Date, Settling Defendant shall preserve and retain all non-identical copies of Records now in his possession or control or that come into his possession or control, that relate in any manner to his potential liability under CERCLA with respect to the Site. Settling Defendant must also retain all Records that relate to the potential liability of any other person under CERCLA with respect to the Site. Each of the above record-retention requirements shall apply regardless of any corporate retention policy to the contrary.

38. At the conclusion of the record-retention period, Settling Defendant shall notify EPA at least 90 days prior to the destruction of any such Records, and, upon request by EPA, and except as provided in Paragraph 34 (Privileged and Protected Claims), Settling Defendant shall deliver any such Records to EPA.

39. Settling Defendant certifies that, to the best of his knowledge and belief, after thorough inquiry, he has not altered, mutilated, discarded, destroyed or otherwise disposed of any Records (other than identical copies) relating to his potential liability regarding the Site since notification of potential liability by the United States and that he has fully complied with any and all EPA and DOEE requests for information regarding the Site pursuant to Sections 104(e) and 122(e) (3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and District of Columbia law.

XIV. NOTICES AND SUBMISSIONS

40. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice to a Party by email

(if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Party.

As to DOJ by email: eescdcopy.enrd@usdoj.gov
Re: DJ# 90-11-3-10721

As to DOJ by mail: EES Case Management Unit
U.S. Department of Justice
Environment and Natural Resources Division
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-11-3-10721

As to EPA: Robert S. Hasson (3RC41)
U.S. Environmental Protection Agency – Region III
1650 Arch Street
Philadelphia, PA 19103
hasson.robert@epa.gov

Richard Rupert (3HS31)
U.S. Environmental Protection Agency – Region III
1650 Arch Street
Philadelphia, PA 19103
rupert.richard@epa.gov

As to Settling Defendant:

George A. Spanos
4607 N. 35th Street
Arlington, VA 22207

with a copy to:

Donald B. Mitchell, Jr., Esq.
Arent Fox LLP
1717 K Street, NW
Washington, DC 20006
donald.mitchell@arentfox.com

XV. RETENTION OF JURISDICTION

41. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XVI. INTEGRATION/APPENDIXES

42. This Consent Decree and its Appendixes constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations,

agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following Appendixes are attached to and incorporated into this Consent Decree: Appendix A is the operation and maintenance of the response action required to be performed at the Site by Settling Defendant under this Consent Decree; Appendix B is the environmental covenant for the Affected Property; and Appendix C is the environmental covenant for the Other Affected Property.

XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

43. This Consent Decree shall be lodged with the Court for a period of at least 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

44. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of either Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVIII. SIGNATORIES/SERVICE

45. Each undersigned representative of Settling Defendant and of the Assistant Attorney General, U.S. Department of Justice, Environment and Natural Resources Division, certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

46. Settling Defendant agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendant in writing that it no longer supports entry of the Consent Decree.

47. Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under this Consent Decree. Settling Defendant hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

XIX. DISPUTE RESOLUTION

48. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes regarding this Consent Decree. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of Settling Defendant that have not been disputed in accordance with this Section.

49. Any dispute regarding this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 30 days from the time the dispute arises, unless that time period is

modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute.

50. Statements of Position.

a. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph 49, then the position advanced by EPA shall be considered binding unless, within 30 days after the conclusion of the informal negotiation period, Settling Defendant invokes the formal dispute resolution procedures of this Section by serving on EPA a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by Settling Defendant. The Statement of Position shall specify Settling Defendant's position as to whether formal dispute resolution should proceed under Paragraph 51 (Record Review) or Paragraph 52.

b. Within 30 days after receipt of Settling Defendant's Statement of Position, EPA will serve on Settling Defendant EPA's Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. EPA's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under Paragraph 51 (Record Review) or Paragraph 52. Within seven (7) days after receipt of EPA's Statement of Position, Settling Defendant may submit a Reply.

c. If there is disagreement between EPA and Settling Defendant as to whether dispute resolution should proceed under Paragraph 51 (Record Review) or 52, the parties to the dispute shall follow the procedures set forth in the paragraph determined by EPA to be applicable. However, if Settling Defendant ultimately appeals to the Court to resolve the dispute, the Court shall determine which paragraph is applicable in accordance with the standards of applicability set forth in Paragraphs 51 and 52.

51. Record Review. Formal dispute resolution for disputes pertaining to the selection or adequacy of any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph 51. For purposes of this Paragraph, the adequacy of any response action includes, without limitation, the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this Consent Decree, and the adequacy of the performance of response actions taken pursuant to this Consent Decree.

a. An administrative record of the dispute shall be maintained by EPA and shall contain all statements of position, including supporting documentation, submitted pursuant to this Section XIX. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

b. The Director of EPA Region III's Hazardous Site Cleanup Division ("Division Director") will issue a final administrative decision resolving the dispute based on the administrative record described in Paragraph 51.a. This decision shall be binding upon Settling Defendant, subject only to the right to seek judicial review pursuant to Paragraphs 51.c and 51.d.

c. Any administrative decision made by EPA pursuant to Paragraph 51.b shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by Settling Defendant with the Court and served on all Parties within twenty (20) days after receipt of EPA's decision. The motion shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. The United States may file a response to Settling Defendant's motion.

d. In proceedings on any dispute governed by this Paragraph, Settling Defendant shall have the burden of demonstrating that the decision of the Division Director is arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to Paragraph 51.a.

52. Formal dispute resolution for disputes that neither pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record under applicable principles of administrative law, shall be governed by this Paragraph.

a. Following receipt of Settling Defendant's Statement of Position submitted pursuant to Paragraph 50, the Division Director will issue a final decision resolving the dispute. The Division Director's decision shall be binding on Settling Defendant unless, within twenty (20) days after receipt of the decision, Settling Defendant files with the Court and serves on the parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Decree. The United States may file a response to Settling Defendant's motion.

b. Judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

53. The invocation of formal dispute resolution procedures under this Section XIX shall not extend, postpone, or affect in any way any obligation of Settling Defendant under this Consent Decree not directly in dispute, unless EPA or the Court agrees otherwise. Stipulated penalties with respect to the disputed matter, if any, shall continue to accrue but payment shall be stayed pending resolution of the dispute. In the event that Settling Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Paragraph 10 (Stipulated Penalties).

54. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Consent Decree.

XX. FINAL JUDGMENT

55. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and Settling Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

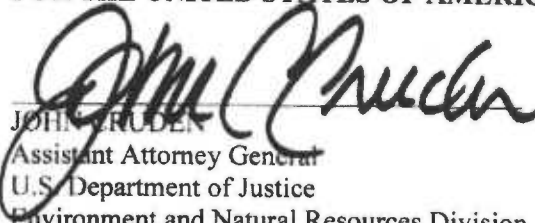
SO ORDERED THIS ____ DAY OF _____, 2016.

Richard J. Leon
United States District Judge

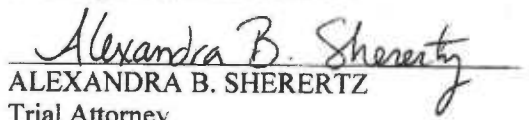
Signature Page for Consent Decree Regarding the Georgia Avenue PCE Superfund Site

FOR THE UNITED STATES OF AMERICA:

9-27-2016
Dated



JOHN CRUDEN

Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20044-7611

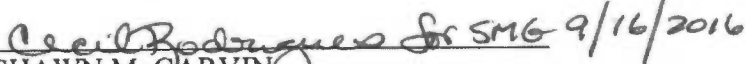

ALEXANDRA B. SHERERTZ

Trial Attorney
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20044-7611
Email: Alexandra.Sherertz@usdoj.gov
Phone: (202) 514-0414

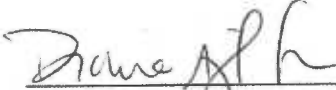
CHANNING D. PHILLIPS
United States Attorney
District of Columbia


KEITH MORGAN
Assistant United States Attorney
District of Columbia
555 4th Street, NW
Washington, DC 20530


Signature Page for Consent Decree Regarding the Georgia Avenue PCE Superfund Site


SHAWN M. GARVIN

Regional Administrator, Region III
U.S. Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103



MARY B. COE
Regional Counsel
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103

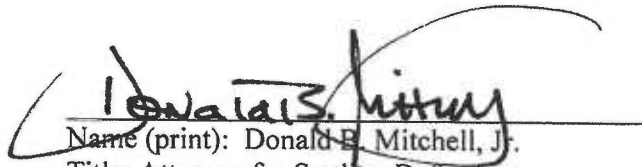


ROBERT S. HASSON
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103

Signature Page for Consent Decree Regarding the Georgia Avenue PCE Superfund Site

FOR George A. Spanos,
as Trustee of the George A. Spanos Living
Trust

2/1/16
Dated


Name (print): Donald B. Mitchell, Jr.
Title: Attorney for Settling Defendant
Address: 1717 K Street, NW
Washington, DC 20006

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Donald B. Mitchell, Jr., Esq.
Title: Attorney
Address: 1717 K Street, NW
Washington, DC 20006
Phone: (202) 857-6000
email: donald.mitchell@arentfox.com

APPENDIX A

OPERATION AND MAINTENANCE OF RESPONSE ACTION

A. For as long as Settling Defendant is the legal owner of the Affected Property, Settling Defendant shall perform the operation and maintenance of the sub-slab depressurization systems ("response action" or "O & M") at the Affected Property and Other Affected Property within the time periods specified herein.

B. (1) Within thirty (30) days after the Effective Date, Settling Defendant shall notify EPA in writing of the identity and qualifications of the contractor and supervisory personnel who will be primarily responsible for developing the Work Plan required by this Consent Decree.

(2) Settling Defendant shall further notify EPA in writing of the identity and qualifications of all contractors and supervisory personnel selected by Settling Defendant who will conduct all or any portion of the response action no less than 30 days prior to commencement of the response action to be performed by such persons. Settling Defendant shall ensure that all contractors, subcontractors, supervisory personnel, and/or other persons retained to perform the response action shall meet the applicable Occupational Safety and Health Administration ("OSHA") requirements as defined in 29 C.F.R. § 1910.120. Settling Defendant's selection of all contractors, subcontractors, supervisory personnel, and other persons who will perform the response action, the Settling Defendant's Project Coordinator designated pursuant to Paragraph D(2) of this Appendix A, and any replacements to any such persons are subject to EPA's disapproval. EPA will issue a notice of disapproval or an authorization to proceed regarding hiring of the proposed contractor(s). Within ten (10) business days of receipt of any EPA notice of disapproval, Settling Defendant shall notify EPA of the person(s) who will replace the one(s) disapproved by EPA. Settling Defendant shall have the right to change his Project Coordinator. Such a change shall be accomplished by notifying the EPA Project Coordinator in writing at least five (5) calendar days prior to the change.

C. Settling Defendant shall accomplish the following items:

(1) Within 45 days after the Effective Date, Settling Defendant shall submit for EPA's approval a Work Plan detailing the actions Settling Defendant will take to implement the Work described below in this Paragraph C. EPA will review the Work Plan and notify the Settling Defendant of EPA's approval or disapproval of the Work Plan. Any notice of disapproval shall state EPA's reasonable basis for disapproval. In the event of disapproval, EPA will specify the deficiencies in writing. Settling Defendant shall respond to and correct the deficiencies identified by EPA and resubmit the Work Plan to EPA within ten (10) business days of receipt of EPA disapproval or such longer time as may be specified by EPA in its discretion. Upon approval, the Work Plan or any EPA-approved modification of the Work shall be incorporated into and enforceable under this Consent Decree; and Settling Defendant shall perform all actions required by the Work Plan or EPA-approved modification of the Work Plan, subject only to his right to invoke the Dispute Resolution procedures set forth in Section XIX (Dispute Resolution).

(2) Settling Defendant shall operate and maintain the sub-slab depressurization systems ("SSDS" or "systems") installed at the Affected Property and the Other Affected Property by EPA during the Removal Action to prevent migration of tetrachloroethylene-related volatile-organic-compound ("VOC") vapors from beneath the floor slab to indoor air of the buildings located on the Affected Property and Other Affected Property. Settling Defendant shall operate the systems until EPA issues a Notice of Completion in accordance with Paragraph F of this Appendix A. For as long as the buildings located on the Affected Property and Other Affected Property are utilized for non-residential purposes, the systems shall prevent concentrations of tetrachloroethylene, also known as perchloroethylene ("PCE"), in any place within the buildings located on the Affected Property and Other Affected Property from being greater than 4 parts per billion per volume ("ppb/v") PCE.

(3) No less often than once every 90 days, beginning on a date established in the Work Plan required by Paragraph C(1) of this Appendix A, Settling Defendant shall perform system checks on the sub-slab depressurization systems in the Affected Property and Other Affected Property to assure they are operating effectively. In the event that either of the systems are not operating effectively or efficiently to achieve the concentration levels specified in Paragraph C(2) of this Appendix, Settling Defendant shall repair or otherwise restore the effective and efficient operation of the systems.

(4) Settling Defendant shall maintain an operating log in which are recorded the results of the system checks required by Paragraph C(3) of this Appendix A.

(5) Settling Defendant shall conduct annual sampling using an EPA-approved method to determine the levels of the following VOCs in the indoor air of the buildings located at the Site: Vinyl Chloride, 1,1-Dichloroethene, Trans-1,2-Dichloroethene, Cis-1,2-Dichloroethene, Trichloroethene, and PCE. The approximate date of the annual sampling shall be established in the Work Plan required by Paragraph C(1) of this Appendix A.

(6) Settling Defendant shall submit to EPA an annual progress report detailing the results of the sampling required by Paragraph C(5) and the 90-day system checks required by Paragraph C(3). The date of the annual progress report shall be September 30 of each year following the Effective Date, provided however that no such report shall be due on the first September 30 following the Effective Date if the Effective Date is between July 1 and September 29. In the annual progress report Settling Defendant may propose changes to the sampling requirements or operations and maintenance frequency based upon a demonstration that effective system operation has been achieved and/or upon the data or information obtained during monitoring and maintenance. EPA will either approve or disapprove in writing Settling Defendant's proposed changes. Any notice of disapproval shall state EPA's reasonable basis for disapproval. As provided by Paragraph C(1) of this Appendix A, any modification approved by EPA shall be incorporated into and enforceable under this Consent Decree.

(7) Settling Defendant shall provide Site-specific health-and-safety measures, including preparation and implementation of a Health and Safety Plan ("HASP") for actions to be performed at the Site, to protect the health and safety of workers and other

personnel from the hazardous substances and work-related health and safety hazards during performance of the operations, maintenance and testing specified in this Appendix A. Health and safety requirements in the HASP shall be at least as stringent as those set forth in Occupational Safety and Health Administration and EPA requirements, including but not limited to, requirements contained in 29 C.F.R. § 1910.120.

(8) No later than thirty (30) days prior to any change from non-residential to residential use of the Affected Property or Other Affected Property, Settling Defendant shall provide EPA's Project Coordinator with written notice of this change. For any such change of use, EPA may exercise its authority under Section 104 of CERCLA, 42 U.S.C. § 9604, to reevaluate the protectiveness of the cleanup standard specified in Paragraph C(2) of this Appendix A.

D. Designated Project Coordinators.

(1) EPA's Project Coordinator will be:

On-Scene Coordinator Richard Rupert
U.S. Environmental Protection Agency – Region III
1650 Arch Street
Philadelphia, PA 19103
rupert.richard@epa.gov
(215) 814-3463

(2) Settling Defendant shall designate a Project Coordinator and shall notify EPA of such designation no later than thirty (30) calendar days after the Effective Date of this Consent Decree. Designation of a Project Coordinator shall not relieve Settling Defendant of his obligation to comply with the requirements of this Consent Decree. Settling Defendant's Project Coordinator shall be a technical and/or managerial representative of Settling Defendant and may be a contractor and/or consultant, provided, however, Settling Defendant's Project Coordinator shall not be his legal representative in this matter. The Project Coordinator for EPA designated pursuant to Paragraph D(1) and the Project Coordinator for Settling Defendant shall be responsible for overseeing the operation and maintenance of the sub-slab depressurization systems required by this Appendix A. To the maximum extent possible, communications between Settling Defendant and EPA and all documents concerning the activities performed pursuant to the terms and conditions of this Consent Decree, including plans, reports, approvals, and other correspondence, shall be directed to the Project Coordinators.

E. The Work Plan required by this Appendix A is, upon approval by EPA, incorporated into this Consent Decree. Any non-compliance with the EPA-approved Work Plan or the requirements of this Appendix A shall be considered non-compliance with the requirements of this Consent Decree and will subject Settling Defendant to the requirements of Section VI (Failure to Comply with Consent Decree), above. Determinations of non-compliance will be made by EPA and will be subject to the Dispute Resolution provisions of Section XIX of this Consent Decree.

F. Notice of Completion. When Settling Defendant determines he can demonstrate that operation and maintenance of either or both of the sub-slab depressurization systems is no longer necessary to prevent exposure to releases of PCE at the Affected Property or the Other Affected Property, as the case may be, Settling Defendant shall petition EPA for a Notice of Completion. Settling Defendant's petition shall demonstrate that the system at the Affected Property or the Other Affected Property, as the case may be, is no longer necessary to prevent concentrations of PCE in any place within the building located on the Affected Property or the Other Affected Property from being greater than 4 ppb/v PCE. Settling Defendant's petition shall include all information necessary for EPA to make a determination that the system(s) are no longer required to prevent exposure to releases of PCE above the 4 ppb/v standard at the Affected Property or Other Affected Property, as the case may be. Upon approval by EPA of Settling Defendant's petition, EPA will provide a Notice of Completion to Settling Defendant, certifying that Settling Defendant's Work obligations under this Consent Decree are complete as to the Property in question and that the conditions at the Affected Property or the Other Affected Property, as the case may be, are protective of human health. Any Notice of Completion shall not affect Settling Defendant's payment obligations under Paragraph 4 or 5 of this Consent Decree, or Settling Defendant's obligation to pay Interest or stipulated penalties under Section VI of this Consent Decree. Any Notice of Completion shall also not affect any continuing obligations required by this Consent Decree, including, but not limited to, those requirements specified in Sections VII ("Covenants by Plaintiff"), VIII ("Reservation of Rights"), IX ("Covenants by Settling Defendant"), X ("Effect of Settlement/Contribution"), XII ("Access to Information"), and XIII ("Retention of Records").

APPENDIX B

Tax Map or GPIN No.: Square 2982, Lot 818

Prepared by: _____

EPA Site ID #: A3MT (Georgia Avenue PCE Superfund Site)

UECA ENVIRONMENTAL COVENANT

This environmental covenant is made and entered into as of the ___ day of _____, 2016, by and between George A. Spanos, Trustee, George A. Spanos Living Trust, whose address is 4607 N. 35th Street, Arlington, Virginia 22207 (hereinafter referred to as the "Grantor" or "Owner"), and George A. Spanos, Trustee, George A. Spanos Living Trust, (hereinafter referred to as the "Grantee" or "Holder") whose address is 4607 N. 35th Street, Arlington, Virginia 22207.

This environmental covenant is executed pursuant to the District of Columbia Uniform Environmental Covenants Act, D.C. Code §§ 8-671.01—671.14 ("UECA"). The U.S. Environmental Protection Agency ("EPA"), whose address is 1650 Arch Street, Philadelphia, PA 19103, shall be the "Environmental Agency" as defined therein. This environmental covenant subjects the Property identified in Paragraph 1 to the activity and use limitations and other requirements in this document.

1. Property affected. The property affected (the "Property") by this environmental covenant is located at 6143 Georgia Avenue, N.W., Washington, D.C., 20011, and is further described as follows: Lot 0818 in Square 2982 as per plat recorded in the records of the Office of the Surveyor of the District of Columbia.

2. Description of Contamination & EPA's Removal Action.

a. The Administrative Record for EPA's removal action at the Georgia Avenue PCE Superfund Site (the "Site"), which includes the Property and 6135 Georgia Avenue, NW, Washington, DC (the "Adjacent Property"), among other areas, can be viewed online at <https://semspub.epa.gov/src/collections/03/AR/DC>. The Administrative Record may also be inspected at the Martin Luther King Jr. Memorial Library, Public Services Office, Room 426,

901 G Street, N.W., Washington, D.C., or by appointment at EPA Region III's offices at 1650 Arch Street, Philadelphia, PA. To arrange inspection of the Administrative Record at EPA Region III's offices, please contact Paul Van Reed at (215) 814-3157.

b. In February 2009, the District of Columbia Department of the Environment ("DDOE") requested that EPA conduct a removal site assessment under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675, for possible perchloroethylene (PCE) contamination in and around a dry-cleaning shop owned by Anthony Spanos, Inc. and known as Tony's One-Hour Martinizing (hereinafter referred to as "Spanos, Inc."), that operated at the Property. In particular, DDOE wanted to establish the source of PCE contamination at the Adjacent Property.

c. In May 2009, EPA collected air samples from the interior of the building located at the Property, as well as soil-gas samples from beneath the foundation of the building. Air concentrations of PCE found within the building, which at that time was an active dry-cleaning facility, ranged up to 2,800 parts per billion by volume (ppb/v), while soil gas collected from the sub-slab ranged up to 63,000 ppb/v of PCE.

d. In July 2009, EPA returned and again collected soil-gas and air samples at the Property, as well as in the surrounding area, including the building at the Adjacent Property. Air samples collected in various rooms of the building at the Adjacent Property averaged about 20 ppb/v PCE upstairs, while samples collected in the basement ranged up to 40 ppb/v PCE. Outside-air samples collected in the vicinity of the both the Adjacent Property and the Property ranged from 6 to 2,000 ppb/v PCE. Sub-slab samples collected from beneath the Adjacent Property ranged from 18,000 to 350,000 ppb/v PCE. Soil-gas samples collected at varying distances from 60 to 200 feet from the Property indicated concentrations of PCE up to 760,000 ppb/v to 2,100 ppb/v, respectively.

e. EPA conducted additional removal site assessment at the Site on other occasions in 2009 and 2010. A complete description of EPA's response actions at the Site is contained in Pollution Report #4 and Final Situation Update, which is attached as Exhibit A to this Environmental Covenant. In March 2010, in order to prevent the intrusion of PCE vapors

from the soils into the buildings at the Property and the Adjacent Property, EPA installed sub-slab depressurization systems at the Property and at the Adjacent Property.

f. EPA completed its removal action in or around April 2011. EPA has determined that, based on current information, the operation and maintenance of the SSDS are protective of human health and the environment.

3. Activity & Use Limitations. The Property is subject to the following activity and use limitations, which shall run with the land and become binding on Grantor, any successors, assigns, tenants, agents, employees, and other persons under his control, and any subsequent owner of the Property until such time as this covenant may terminate, as provided by law:

a. The then-current owner of the Property shall not interfere with or shut down the operation of the sub-slab depressurization system (“SSDS”) at the Property until EPA notifies the then-current owner in writing that operation of the system is no longer required.

b. The then-current owner of the Property shall be responsible for compliance with Appendix A of the Consent Decree entered in the United States District Court for the District of Columbia in the case captioned *United States of America v. Anthony Spanos, Inc.*, Civil Action No. 1:14-cv-01625-RJL, which Appendix A is attached as Exhibit A to this environmental covenant, including all those portions of Appendix A that relate to maintenance and operation of the sub-slab depressurization system on the Adjacent Property.

4. Notice of Limitations in Future Conveyances. Each instrument hereafter conveying any interest in the Property subject to this environmental covenant shall contain a notice of the activity and use limitations set forth in this environmental covenant and shall provide the recorded location of this environmental covenant.

5. Compliance and Use Reporting.

a. By September 30 of each year following the recording of this environmental covenant, and until EPA determines that operation of the systems described in Paragraph 3.a is no longer required, and whenever otherwise requested in writing by EPA, the then-current owner of the Property shall submit to EPA and any Holder listed in the Acknowledgments below written documentation stating whether or not the activity and use

limitations in this environmental covenant are being observed. This documentation shall be signed by the then-current owner's Project Coordinator approved under paragraph D(2) of Appendix A of the Consent Decree who has inspected and investigated compliance with this environmental covenant.

b. In addition, within one (1) month after any of the following events, the then-current owner of the Property shall submit to EPA and any Holder listed in the Acknowledgments below, written documentation describing the following: (i) any noncompliance with the activity and use limitations in this environmental covenant; (ii) transfer of the Property; (iii) changes in use of the Property; or (iv) filing of applications for building permits for the Property and any proposals for any site work, if such building or proposed site work would affect the operation of the sub-slab depressurization system or the contamination on the Property subject to this environmental covenant.

6. Access by the Holder(s), EPA, and DOEE. In addition to any rights already possessed by the Holder(s), EPA, and the District of Columbia Department of Energy and Environment ("DOEE"), this environmental covenant grants to the Holder(s), EPA, and DOEE a right of reasonable access to the Property in connection with implementation, inspection, or enforcement of this environmental covenant. The then-current owner of the Property shall also provide access to the Property at reasonable times to EPA, DOEE, and their contractors or other representatives to undertake response activities, including, but not limited to, the following activities:

- a. Verifying any data or information submitted to EPA or DOEE;
- b. Conducting investigations regarding contamination at the Property;
- c. Obtaining samples;
- d. Assessing the need for, planning, implementing, or monitoring response actions;
- e. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by the Property owner or his agents, concerning the operation and maintenance of the SSDS;

f. Assessing the Owner's compliance with the requirements of the Consent Decree entered in Civil Action No. 1:14-cv-01625-RJL;

g. Determining whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, under this environmental covenant; and

h. Implementing, monitoring, maintaining, reporting on, and enforcing any institutional controls or any land, water, or other resource use restrictions regarding the Property.

7. Prior Liens and Encumbrances. Based on a title search conducted by the Grantor on the Property prior to execution of this environmental covenant, the Grantor represents that there are no encumbrances or liens on the Property to which this environmental covenant would be subordinate except those expressly listed in Exhibit B hereto. Any other liens or encumbrances recorded on the Property will be subordinate to this environmental covenant.

8. Recording & Proof & Notification.

a. In accordance with Section 8-671.07 of the D.C. Code, the Grantor shall record, or cause to be recorded, this environmental covenant with the District of Columbia Recorder of Deeds. The Grantor shall record this environmental covenant within 30 days following the Effective Date of the Consent Decree identified in section 3.b. The Grantor shall likewise record, or cause to be recorded with the District of Columbia Recorder of Deeds any amendment or termination of this environmental covenant in accordance Section 8-671.07 of the D.C. Code.

b. The Grantor shall send a file-stamped copy of this environmental covenant, and of any amendment, assignment, or termination, to the Holder(s), EPA, and DOEE within sixty (60) days of recording. Within that time period, the Grantor also shall send a file-stamped copy to any persons who are in possession of the Property who are not the Grantors, any signatories to this covenant not previously mentioned, and any other parties to whom notice is required pursuant to the District of Columbia UECA.

9. Termination or Amendment. This environmental covenant is perpetual and runs with the land unless terminated or amended (including assignment) in accordance with Sections

8-671.08 or 8-671.09 of the D.C. Code. The then-current owner shall provide EPA and DOEE with written notice of the pendency of any proceeding that could lead to a foreclosure referred to in Section 8-671.08(a)(4) of the D.C. Code, within seven (7) calendar days of the owner's becoming aware of the pendency of such proceeding.

10. Enforcement of environmental covenant. This environmental covenant shall be enforced in accordance with D.C. Code § 8-671.10.

ACKNOWLEDGMENTS:

GRANTOR(S) *(All Fee Simple Owners)*

George A. Spanos, Trustee, Grantor

Date

By
(signature):

Name
(printed):

Title:

COMMONWEALTH OF VIRGINIA *{other state, if executed outside Virginia}*

CITY/COUNTY OF _____

On this ___ day of _____, 20___, before me, the undersigned officer, personally appeared George A. Spanos who acknowledged himself to be the person whose name is subscribed to this environmental covenant, and acknowledged that he freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: _____

Registration #: _____

Notary Public

HOLDER(S)

{Name of Grantee},

Date By
 (signature): _____

 Name
 (printed): _____

 Title: _____

COMMONWEALTH OF VIRGINIA {*other state, if executed outside Virginia*}

CITY/COUNTY OF _____

On this ___ day of _____, 20__, before me, the undersigned officer, personally appeared _____ {*Holder, Grantee*} who acknowledged himself/herself to be the person whose name is subscribed to this environmental covenant, and acknowledged that s/he freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: _____

Registration #: _____

Notary Public

APPROVED by the U.S. Environmental Protection Agency as required by D.C. Code § 8-671.03

By: _____
Dominique Lueckenhoff, Acting Director
Hazardous Site Cleanup Division
United States Environmental Protection
Agency, Region III
1650 Arch Street
Philadelphia, PA 19103

COMMONWEALTH OF PENNSYLVANIA

CITY/COUNTY OF PHILADELPHIA

On this ___ day of _____, 20___, before me, the undersigned officer, personally appeared Dominique Lueckenhoff, who acknowledged herself to be the person whose name is subscribed to this environmental covenant, and acknowledged that she freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: _____

Notary Public

APPENDIX C

ENVIRONMENTAL COVENANT

Tax Map or GPIN No.: _____

Prepared by: _____

EPA Site ID #: A3MT (Georgia Avenue PCE Superfund Site)

ENVIRONMENTAL COVENANT

This environmental covenant is made and entered into as of the ___ day of _____, 2016, by and between Lakew Getachew, whose address is 6135 Georgia Avenue, N.W., Washington, D.C., 20011 (hereinafter referred to as the “Grantor” or “Owner”), and George A. Spanos, Trustee, George A. Spanos Living Trust, (hereinafter referred to as “Grantee” or “Holder”), whose address is 4607 N. 35th Street, Arlington, Virginia 22207.

This environmental covenant is executed pursuant to the District of Columbia Uniform Environmental Covenants Act, D.C. Code §§ 8-671.01—671.14 (“UECA”). The U.S. Environmental Protection Agency (“EPA”), whose address is 1650 Arch Street, Philadelphia, PA 19103, shall be the “Environmental Agency” as defined therein. This environmental covenant subjects the Property identified in Paragraph 1 to the activity and use limitations and other requirements in this document.

1. Property affected. The property affected (the “Property”) by this environmental covenant is located at 6135 Georgia Avenue, N.W., Washington, D.C., 20011, and is further described as follows: Lot 0100 in Square2982 as per plat recorded in the records of the Office of the Surveyor of the District of Columbia.

2. Description of Contamination and EPA’s Removal Action. In March 2010, EPA undertook a removal action under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675, at the Property to prevent the intrusion of volatile-organic-compound vapors from the soils into the building situated on the Property.

As part of that removal action, EPA installed a sub-slab depressurization system (“SSDS”) at the Property. EPA completed its removal action in or around April 2011. EPA has determined that, based on current information, the operation and maintenance of the SSDS are protective of human health and the environment. The Administrative Record for EPA’s removal action at the Georgia Avenue PCE Superfund Site (the “Site”), which includes the Property and an adjacent property—6143 Georgia Avenue, NW, Washington, DC (the “6143 Property”)—as well as other areas, can be viewed online at <https://semspub.epa.gov/src/collections/03/AR/DC>. The Administrative Record may also be inspected at the Martin Luther King Jr. Memorial Library, Public Services Office, Room 426, 901 G Street, NW, Washington, DC, or by appointment at EPA Region III’s offices at 1650 Arch Street, Philadelphia, PA. To arrange inspection of the Administrative Record at EPA Region III’s offices, please contact Paul Van Reed at (215) 814-3157.

3. Activity and Use Limitations. The Owner of the Property shall not interfere with or shut down the operation of the SSDS installed by EPA at the Property until EPA notifies the Owner in writing that operation of the SSDS is no longer required. The requirement of this paragraph shall run with the land and become binding on any successor owner of the Property and other persons under his control, until such time as EPA notifies the Owner or any successor owner in writing that operation of the SSDS on the Property is no longer required. In addition, within 30 calendar days after any of the following events, the Owner or any successor owner of the Property shall submit to EPA written documentation describing the following: (i) transfer of the Property; (ii) changes in use of the Property; or (iii) filing of applications for building permits for the Property and any proposals for any site work, if such building or proposed site work would affect the operation of the SSDS on the Property.

4. Notice of Limitations in Future Conveyances. Each instrument hereafter conveying any interest in the Property subject to this environmental covenant shall contain a notice of the activity and use limitations set forth in this environmental covenant and shall provide the recorded location of this environmental covenant.

5. Access by the Holder(s), EPA, and DOEE. In addition to any rights already possessed by the Holder(s), EPA, and the District of Columbia Department of Energy and

Environment (“DOEE”), this environmental covenant grants to the Holder(s), EPA, and DOEE a right of reasonable access to the Property in connection with implementation, inspection, or enforcement of the obligations of the owner of the 6143 Property (the “6143 Owner”) under Appendix A of the Consent Decree entered in Civil Action No. 1:14-cv-01625-RJL and the Owner’s obligations under paragraph 3 of this environmental covenant. The requirements of this paragraph shall run with the land and become binding on any successor owner of the Property and other persons under any successor owner’s control. The Owner shall provide access to the Property at reasonable times to EPA, DOEE, and their contractors or other representatives to undertake response activities, including, but not limited to, the following activities:

- a. Verifying any data or information submitted to EPA or DOEE;
- b. Conducting investigations regarding contamination at the Property;
- c. Obtaining samples;
- d. Assessing the need for, planning, implementing, or monitoring response actions;
- e. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by the Property owner or his agents, concerning the operation and maintenance of the SSDS;
- f. Assessing the 6143 Owner’s compliance with the requirements of the Consent Decree entered in Civil Action No. 1:14-cv-01625-RJL; and
- g. Determining whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, under this environmental covenant.

6. Prior Liens and Encumbrances. Based on a title search conducted by the Grantor on the Property prior to execution of this environmental covenant, the Grantor represents that there are no encumbrances or liens on the Property to which this environmental covenant would be subordinate except those expressly listed in Exhibit A hereto. Any other liens or encumbrances recorded on the Property will be subordinate to this environmental covenant.

7. Recording & Proof & Notification.

a. In accordance with Section 8-671.07 of the D.C. Code, the Grantor shall record, or cause to be recorded, this environmental covenant with the District of Columbia Recorder of Deeds. The Grantor shall likewise record, or cause to be recorded with the District of Columbia Recorder of Deeds any amendment or termination of this environmental covenant in accordance Section 8-671.07 of the D.C. Code.

b. The Grantor shall send a file-stamped copy of this environmental covenant, and of any amendment, assignment, or termination, to the Holder(s), EPA, and DOEE within 60 days of recording. Within that time period, the Grantor also shall send a file-stamped copy to any persons who are in possession of the Property who are not the Grantors, any signatories to this covenant not previously mentioned, and any other parties to whom notice is required pursuant to the UECA.

8. Termination or Amendment. This environmental covenant is perpetual and runs with the land unless terminated or amended (including assignment) in accordance with Sections 8-671.08 or 8-671.09 of the D.C. Code. The then-current owner agrees to provide EPA and DOEE with written notice of the pendency of any proceeding that could lead to a foreclosure referred to in Section 8-671.08(a)(4) of the D.C. Code, within seven (7) calendar days of the owner's becoming aware of the pendency of such proceeding.

9. Enforcement of environmental covenant. This environmental covenant shall be enforced in accordance with D.C. Code § 8-671.10.

ACKNOWLEDGMENTS:

GRANTOR(S) (*All Fee Simple Owners*)

Date

By
(signature): _____

Name
(printed): _____

Title: _____

COMMONWEALTH OF VIRGINIA {*other state, if executed outside Virginia*}

CITY/COUNTY OF _____

On this ___ day of _____, 20__, before me, the undersigned officer, personally appeared [Affected Property Owner(s)] who acknowledged himself/herself to be the person whose name is subscribed to this environmental covenant, and acknowledged that s/he freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: _____

Registration #: _____

Notary Public

George A. Spanos, Trustee,

Date

By

(signature):

Name

(printed):

Title:

COMMONWEALTH OF VIRGINIA *{other state, if executed outside Virginia}*

CITY/COUNTY OF _____

On this ___ day of _____, 20__, before me, the undersigned officer, personally appeared George A. Spanos who acknowledged himself/herself to be the person whose name is subscribed to this environmental covenant, and acknowledged that s/he freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: _____

Registration #: _____

Notary Public

U.S. Environmental Protection Agency

By: _____
Dominique Lueckenhoff, Acting Director
Hazardous Site Cleanup Division
United States Environmental Protection
Agency, Region III
1650 Arch Street
Philadelphia, PA 19103

COMMONWEALTH OF PENNSYLVANIA

CITY/COUNTY OF PHILADELPHIA

On this ___ day of _____, 20___, before me, the undersigned officer, personally appeared Dominique Lueckenhoff who acknowledged herself to be the person whose name is subscribed to this environmental covenant, and acknowledged that she freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: _____

Notary Public