



California Regional Water Quality Control Board

Los Angeles Region



Recipient of the 2001 Environmental Leadership Award from Keep California Beautiful

Alan C. Lloyd, Ph.D.
Agency Secretary

320 W. 4th Street, Suite 200, Los Angeles, California 90013
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.waterboards.ca.gov/losangeles>

Arnold Schwarzenegger
Governor

May 31, 2005

Mr. Joel Ring
Turnbull Management Company
8838 Rosewood Avenue
West Hollywood, California 90048

NO FURTHER REQUIREMENTS WITH DEED RESTRICTION - FORMER CHARCOAL UNLIMITED SITE (TURNBULL MANAGEMENT), 15131 CLARK AVENUE, CITY OF INDUSTRY, CALIFORNIA 91745 (FILE NO. 102.0107, SLIC SITE ID #2040040)

Dear Mr. Ring:

Regional Board staff have reviewed your report of "Former Charcoal Unlimited Site (Turnbull Management)", prepared by Mr. Brad Downs, your consultant, dated April 15, 2004 which provided the background and rationale to request Regional Board to issue a no further requirement letter with respect to metal contamination for the referenced property located at 15131 Clark Avenue, City of Industry, California. The report was in response to our letter dated March 27, 2002 for a confirmation soil and groundwater sampling. The closure request was also discussed in your meeting with Mr. Dixon Oriola of the Regional Board on March 19, 2004. We have reviewed the aforementioned document with your prior submittal entitled "Technical Report for Site Closure", dated April 30, 1998, prepared by Bradley Environmental Services (BRADLEY) and have the following comments:

1. Our records show that the referenced property is located at the northwest corner of East Clark Avenue and Turnbull Canyon Road in the City of Industry. The property is on a five-acre lot in an industrial zoning and has five large buildings identified as Buildings A through E in the reports. A no further action (NFA) letter for Volatile Organic Compounds (VOCs) investigation, dated July 11, 1997 was issued by this Regional Board. On December 15, 1997, a separate closure letter for underground storage tanks (USTs) at the site was also issued by the Regional Board.
2. Nine containment sumps and three clarifiers, formerly located along Buildings C and D, were removed by BRADLEY in 1993. Material filling the sumps and clarifiers was evacuated prior to any removal action. Subsurface investigation and further remediation of heavy metal contamination, primarily for lead and zinc in the soil had been conducted at the site from 1993 through 1997. Soil excavation of several impacted areas was performed to remediate the areas of concern. There were approximately 2060 tons of contaminated soil disposed off-site. The lead and zinc contaminated soil was classified as non-RCRA California regulated waste and was transported and treated at CDE Resources, Inc. located in Corona, California.
3. Soil Matrix Sampling:

The sumps and clarifiers were originally sampled on August 15, 1989. This subsurface investigation consisted of the drilling and sampling of eight soil borings. Soil borings were drilled adjacent to six

California Environmental Protection Agency



Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

sumps, both underground tanks and in areas that had oil-stained asphalt. The soil borings depths ranged from 5 to 30 feet (ft) below ground surface (bgs). The analysis of the soil samples detected peak concentrations of lead at 26,000 milligrams per kilogram (mg/kg) and 79,000 mg/kg for zinc at selected locations. The sumps and clarifier were all removed in 1993 by BRADLEY. The following paragraphs describe each of the sumps and clarifiers at the site and the work performed to remediate them:

a. Sump-1

It was located on the northbound line of the property. It contained water and organic debris. The sump was excavated to a maximum of 7 feet bgs. Maximum concentrations were: 97 mg/kg of lead at 5 feet bgs, 68 mg/kg of zinc at 8 feet bgs, and total recoverable petroleum hydrocarbons (TRPH) were non-detect (ND) within the sump. The excavation reached a depth of 7 ft bgs and samples collected from 7 ft bgs showed non-detectable concentrations of lead.

b. Sump-2

It was located outside of Building C, adjacent to its northwest corner. The sump was described as a dry and acid etched sump. The depth of the excavation was 1 ft bgs. The maximum residual concentrations at 1 ft bgs were 11 mg/kg of lead, 180 mg/kg of zinc, and 74 mg/kg of TRPH.

c. Sump-3

This sump was located outside and west of Building C, but south of Sump-2. It contained clay, water and sludge. Heavy metals and chlorinated volatile organic compounds (VOCs) were detected near this structure. The maximum depth of the excavation was 13 ft bgs. The maximum concentrations detected were 70 mg/kg of zinc at 12.5 ft bgs, and 7,100 mg/kg of TRPH at 3.25 ft bgs. Lead was not detected (ND) in any of the confirmation soil samples. TRPH was ND below 5.5 ft bgs.

d. Sump-4

This sump was located outside of Building C and south of Sump 3. It contained clay water and sludge. Heavy metals and VOCs were detected near this structure. Lead scaling was reportedly found on the wall of this sump. Tanks containing lead, zinc, acidic and caustic solutions for wire galvanizing operations were drained through 4 inch clay pipes to Sumps 4 and 5, and then to an industrial waste discharge system along the southern boundary of the property. Laboratory analytical results confirmed lead and zinc contamination beneath the removed sump. Further excavation was performed north of the sump. The maximum depth of the excavation was 12 ft bgs. The maximum concentrations were 230 mg/kg of lead at 8.5 ft bgs, 160 mg/kg of zinc at 12 ft bgs, and 500 mg/kg of TRPH at 8.6 ft bgs. The excavation continued to 12 ft bgs and lead was reported as ND from the sample collected at the bottom of the excavation floor. Only one sample reflected zinc concentrations above background. But was insignificant.

e. Sump-5 (Three-stage Clarifier)

It was located outside the southwest corner of Building C, south of Sump 4. It contained clay water. Heavy metals and VOCs were detected near this structure. The maximum excavation depth was 8 feet bgs. The maximum concentrations were 380 mg/kg of lead at 2 ft bgs, 51 mg/kg of zinc at 4.5 ft bgs, and 51 mg/kg of total TRPH at 2 ft bgs. Soil sample collected at a depth of 4 ft bgs indicated non-detectable lead and background level of zinc.

f. Sump-6

It was located near Building C and west of Sump-5 (a clarifier). This sump was described as empty and dry. Heavy metals were detected near this sump. Maximum depth of the excavation was 1.5 feet bgs. The maximum metal concentrations in soil left behind were 96 mg/kg of lead, and 110 mg/kg of zinc at 1 ft bgs.

g. Sump-7

It was located outside at the northeast corner of Building D. It contained clay-dirt with wood and metal debris. Petroleum hydrocarbons, heavy metals and VOCs were detected near this structure. Maximum excavation depth was 20 feet bgs. Only one final excavation sample at 24 ft bgs, exhibited 400 mg/kg of lead and 180 mg/kg of zinc. The other three samples had non-detectable concentrations of lead, confirming the extent of the lead-impacted soil was limited and confined. TRPH was ND in the confirmation sampling.

h. Sump-8

The sump was located outside at the northeast corner of Building D, south of Sump-7. It contained clay dirt with wood and metal debris. Heavy metals were detected near this sump. TRPHs were found near this structure. The maximum metal concentrations detected were 430 mg/kg of lead and 1800 mg/kg of zinc at 20 ft bgs. The maximum excavation depth was 25 feet bgs. The confirmation sample indicated a non-detectable concentration of lead and a background concentration of zinc.

i. Clarifier 12

This clarifier was located outside at the northeast corner of Building D, west of Sump-7. Laboratory analytical results indicated lead and zinc contamination existed beneath the removed clarifier. Excavation and removal of stained soil were performed. The maximum concentrations detected were: 870 mg/kg of lead at 13 ft bgs and 240 mg/kg of zinc at 17 ft bgs. The maximum excavation depth was 25 ft bgs. Petroleum hydrocarbon concentrations were ND in the samples tested. The maximum concentration of residual lead detected was 430 mg/kg beneath the existing building foundation at 15 ft bgs where further excavation was not possible without significant cost. However, the area around these sample locations was excavated to a depth of 20 ft bgs and most impacted soil was removed.

j. Sump-9

It was located on the outside northeast corner of Building D, and west of Clarifier-12. It contained stormwater, clay and oily debris. Heavy metals and VOCs were detected in the soil near this structure. The maximum depth of the excavation was 5 ft bgs. A maximum concentration of 52 mg/kg of zinc was detected at 5 ft bgs. Lead and TRPH were ND in the confirmation sampling.

k. Sump-10

This sump was located on the outside northwest corner of Building D. It contained stormwater, clay and oily debris. Heavy metals and VOCs were detected near this structure. The maximum depth of the excavation was 3 ft bgs. Lead and TRPHs concentrations were ND in all the confirmation samples taken. A maximum concentration of 50 mg/kg for zinc was left in place at 1.5 ft bgs.

l. Sump-11 (Clarifier)

This feature is located on a triangular shaped parcel on the east side of the property. It contained oil and water. The maximum depth of the excavation was 5.5 feet bgs. Lead and TRPHs concentrations were ND in all the confirmation samples taken. The peak residual concentration for zinc was 43 mg/kg at 6 feet bgs. No confirmation samples were taken from the west side wall.

m. Building D Interior Remediation

Laboratory analytical results indicated that lead and zinc contamination existed in the interior northeast corner of Building D. This area was remediated by excavation. The maximum concentrations detected were: 705 mg/kg of lead at 15 ft bgs and 6.9 mg/kg of zinc at 17 ft bgs. The maximum depth of the excavation was 20 ft bgs. The confirmation sample indicated 282 mg/kg of lead and a background concentration of zinc.

n. Trench 13

Trench 13 was located on the northern side of Building C. This trench was also decommissioned and excavated. The maximum metal concentrations detected were: 59 mg/kg of lead, 44 mg/kg of zinc, and 30 mg/kg of copper, all of them at 4 ft bgs. Petroleum hydrocarbon concentrations were ND and the lowest pH value detected was 3.4 at 4 ft bgs.

4. Groundwater Monitoring:

In response to have groundwater monitored to determine heavy metal impact in groundwater at the site as requested by the our letter dated March 27, 2002, four groundwater samples were collected by using hydropunch technique on May 14, 2002. All four samples indicated both lead and zinc were non-detect which provided the confirmation of no metal impact to groundwater at this site. It was also evident from geoprobe drilling that clayey soil was present to a depth of 30 ft bgs with a limited saturated zone and slow developing groundwater flow.

Upon review of the reports submitted and information contained in the case file, Regional Board staff recommends no further requirements for the vadose zone and groundwater, based on the available information and with the provision that the information provided to this agency was accurate and representative of site conditions. However, the residual lead concentrations of 430 mg/kg and 282 mg/kg detected at former clarifier 12 and from interior of Building D exceed the 150 mg/kg of California Modified Preliminary Remediation Goals (CAL - PRGs) for lead, a deed restriction to limit the use of the referenced property to industrial, retail, commercial and/or office space must be executed.

If contaminated soils are encountered during future site construction activities or redevelopment, you are required to provide verbal notification to this Regional Board immediately and submit a follow-up written report to this Regional Board within 72 hours. In addition, appropriate health and safety measures must be fully implemented. Any contaminated soils that may be removed from the site shall be removed only to a legal point of disposal. Please notify this Regional Board of any change in your tenant's operations, regarding storage and handling of chemicals, or the processing and disposal of wastes. If this property is being sold to another party, we need to be informed by the new owners of any change in facility operations, such as storage and handling of chemicals, or the processing and disposal of wastes.

Mr. Joel Ring
Turnbull Management Company

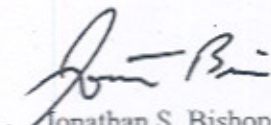
- 5 -

May 31, 2005

In addition, the jurisdiction requirements of other agencies, such as the United States Environmental Protection Agency, are not affected by this Regional Board's "no further requirements" determination. Such agencies may choose to make their own determination concerning this site.

Please note that staff oversight charges for work associated with this no further requirements letter will be billed on the second quarter 2004 and first quarter of 2005 invoices, in the same manner as previously billed. **If you have any questions, please contact Mr. Alan Hsu at (213) 576-6731 or Mr. Dixon Oriola at (213) 576-6803.**

Sincerely,


Jonathan S. Bishop
Executive Officer

cc: Mr. Rick Brausch, California Environmental Protection Agency
Dr. Jackie Spizman, California Department of Toxic Substances Control
Ms. Heather Collins, California Department of Health Services
Ms. Penny McDaniel, USEPA, Region IX, San Francisco
Ms. Grace Burgess, San Gabriel Basin Water Quality Authority
Ms. Carol Williams, Main San Gabriel Valley Watermaster
Mr. Steve Johnson, Stetson Engineers, Inc.
Mr. Brad Downs, Sterisil, Castle Rock, CO

California Environmental Protection Agency



Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

This page is part of your document - DO NOT DISCARD

05 2022886

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

3:21 PMAUG 23 2005

TITLE(S) :



FEE

FEE \$ 40 - V
DAF \$ 2 -
C-20

12

D.T.T.

CALIFORNIA OFFICIAL WATER
QUALITY CONTROL BOARD
LOS ANGELES REGION

2005 SEP 14 PM 2:03

CODE
20

CODE
19

CODE
9

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

05 2022886

2

Recording Requested By:

Turnbull Management, L.P.
P. O. Box 17037
Beverly Hills, CA 90209

When Recorded, Mail To:

California Regional Water Quality Control Board
Los Angeles Region
Attention: Executive Officer
320 W. 4th Street, Suite 200
Los Angeles, California 90013

COVENANT AND ENVIRONMENTAL RESTRICTION ON REAL PROPERTY

TURNBULL MANAGEMENT, L.P.
15131 CLARK AVENUE, HACIENDA HEIGHTS, CALIFORNIA 91745

This Covenant and Environmental Restriction (this "Covenant") is made as of the 15th day of AUGUST, 2005 by Turnbull Management, L.P. ("Covenantor") who is the Owner of record of that certain property situated at 15131 Clark Avenue, unincorporated area known as Hacienda Heights, County of Los Angeles, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board, Los Angeles Region ("Board"), with reference to the following facts:

A. Hazardous Materials. The Burdened Property has been used for various industrial purposes for many years. Operations have resulted in contamination of soil with various chemicals, including principally lead which constitutes a hazardous material as defined in Health & Safety Code section 25260.

B. Contamination of Burdened Property. The contaminant addressed in this Covenant is lead which is present in soil on the Burdened Property in two specific locations described in EXHIBIT B attached hereto and incorporated herein by this reference. Without the mitigation measures which have been and may be performed on the Burdened Property (as described further below), exposure to this contaminant could take place via contact with subsurface soils during the course of any subsurface excavation resulting in dermal contact, inhalation, or ingestion by humans. The risk of public exposure to the lead has been substantially lessened by the extensive remediation performed by Covenantor and controls described herein.

C. Current Land Uses. The Burdened Property is currently used for industrial purposes, including, but not limited to, manufacturing, processing and/or distributing products and vehicle maintenance activities, and is adjacent to other industrial and commercial land uses.

D. Prior Investigation and Disclosure. Full and voluntary disclosure to the Board of the presence of hazardous materials on the Burdened Property has been made and extensive sampling and remediation of the Burdened Property has been conducted.

E. Further Use to Avoid Harm. 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 may have been deposited on portions of 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 within the surface of 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 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 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 into 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 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

g. All uses and development of the Burdened Property shall be consistent with the integrity of any remedial measures taken pursuant to the requirements of the Board, unless otherwise expressly permitted in writing by the Board;

h. 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;

i. The Owner shall notify the Board of each of the following: (1) The type, cause, location and date of any disturbance to any remedial cap, any remedial measures taken or remedial equipment installed, and of the groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Board, which could affect the ability of such remedial cap or remedial measures, remedial equipment, or monitoring system to perform their respective functions and (2) the type and date of repair of such disturbance. Notification to the Board shall be made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs;

j. 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; and

k. 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. All use and development of the Burdened Property shall preserve the integrity of any remedially-capped areas.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions set forth in paragraph 3.1 shall be grounds for the Board, by reason of this Covenant, to have the authority to require that Owner or Occupant undertake actions to comply therewith, including the removal of any improvements constructed in violation of that paragraph. Violation of this 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 may contain hazardous materials in soils, and is subject to a Covenant and Restriction dated as of _____, 200__, and recorded on _____, 200__, in the Official Records of Los Angeles 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. The Board acknowledges that Covenantor desires to have this Covenant removed at the earliest possible date in the future, after Covenantor performs lead remediation in order to reduce lead levels from 430 milligrams per kilogram (mg/kg) to 150 mg/kg (the current level required by law to avoid an environmental deed restriction) or such lower level as is in effect at that time. If and when Covenantor performs such work to remediate the lead level under Board oversight, then all confirmation soil samples shall be reviewed by the Board within ten (10) days of Board receipt thereof. Once the Board-approved sampling and remediation for lead has been demonstrated to be at or below a concentration of 150 mg/kg or such lower level as is in effect at that time, then the Executive Officer of the Board shall execute a written and notarized statement that this Covenant is terminated.

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 an 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"

Turnbull Management, L.P.
P.O. Box 17037
Beverly Hills, CA 90209
Attention: Millicent Ring

(310) 275-6689 - Office
(310) 276-0040 - Fax

With a copy to:

Joel Ring, Esq.
8838 Rosewood Avenue
West Hollywood, CA 90048
(310) 278-7677 - Office
(310) 278-7671 - Fax

If To: "Board"

Regional Water Quality Control Board
Los Angeles Region
Attention: Executive Officer
320 W. 4th Street, Suite 200
Los Angeles, CA 90013
(213) 576-6605 - Office
(213) 576-6625 - Fax

With a copy to:

Robert Sams, Esq.
Office of Chief Counsel
State Water Resources Control Board
320 W. 4th Street, Suite 200
Los Angeles, CA 90013
(213) 576-6797 - Office
(213) 576-6640 - Fax

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 Los Angeles within ten (10) days of the date of execution. Any instrument prepared and completed for the termination of this Covenant shall be executed and returned by the Executive Officer of the Board within ten (10) days after submission with appropriate proof and documentation of Covenantor's compliance with section 4.2 above.

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 effect 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.

5.8 Effect on Mortgage. Neither breach of any of the terms or conditions of this Covenant, nor enforcement action taken by the Board or any other governmental agency concerning such breach, shall defeat or render invalid or affect in any manner whatsoever the status or priority of the lien of any mortgage or deed of trust made for value and encumbering the Burdened Property, or encumbering any leasehold estate or any Improvements on such area; provided, however, that the foregoing clause shall not relieve any lender or holder of a security interest of its obligation to comply with this Covenant if such lender or holder comes into possession of any portion of the Burdened Property, as provided under section 1471 of the Civil Code and other applicable laws.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor: Turnbull Management, L.P.

By: TURNBULL MGMT. INC.

By: Millicent Ring, PRES.

Title: Millicent Ring

Date: 8/15/05

California Regional Water Quality Control Board,
Los Angeles Region

By: [Signature]

Title: Executive Officer

Date: 8/15/05

05 2022886

STATE OF CALIFORNIA) Acknowledgment as to Covenantor
)
COUNTY OF Los Angeles)

On August 15, 2005 before me, Yanira Flores, Notary Public,
[insert date] [insert name and title of officer]
the undersigned personally appeared Millicent Seena Ring,
[insert Covenantor's or Covenantor's agent's name]
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.

Yanira Flores
Notary Public in and for said
County and State



STATE OF CALIFORNIA) Acknowledgment as to California Regional Water
) Quality Control Board, Los Angeles Region
COUNTY OF Los Angeles)

On August 15, 2005 before me, Yanira Flores, Notary Public,
[insert date] [insert name and title of officer]
the undersigned personally appeared JONATHAN S. BISHOP, personally known to me or
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to
the within instrument and acknowledged to me that he executed the same in his authorized
capacity as Executive Officer, and that by his signature on the instrument the California Regional
Water Quality Control Board, Los Angeles Region executed the instrument.

WITNESS my hand and official seal.

Yanira Flores
Notary Public in and for said
County and State



05 2022886

10

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 2 OF TRACT NO. 1953, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22 PAGES 158 AND 159 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

Street address: 15131 Clark Avenue, Hacienda Heights, CA 91745

EXHIBIT B

SPECIFIC LOCATION OF FUTURE LEAD REMEDIATION AND RESTRICTED AREA

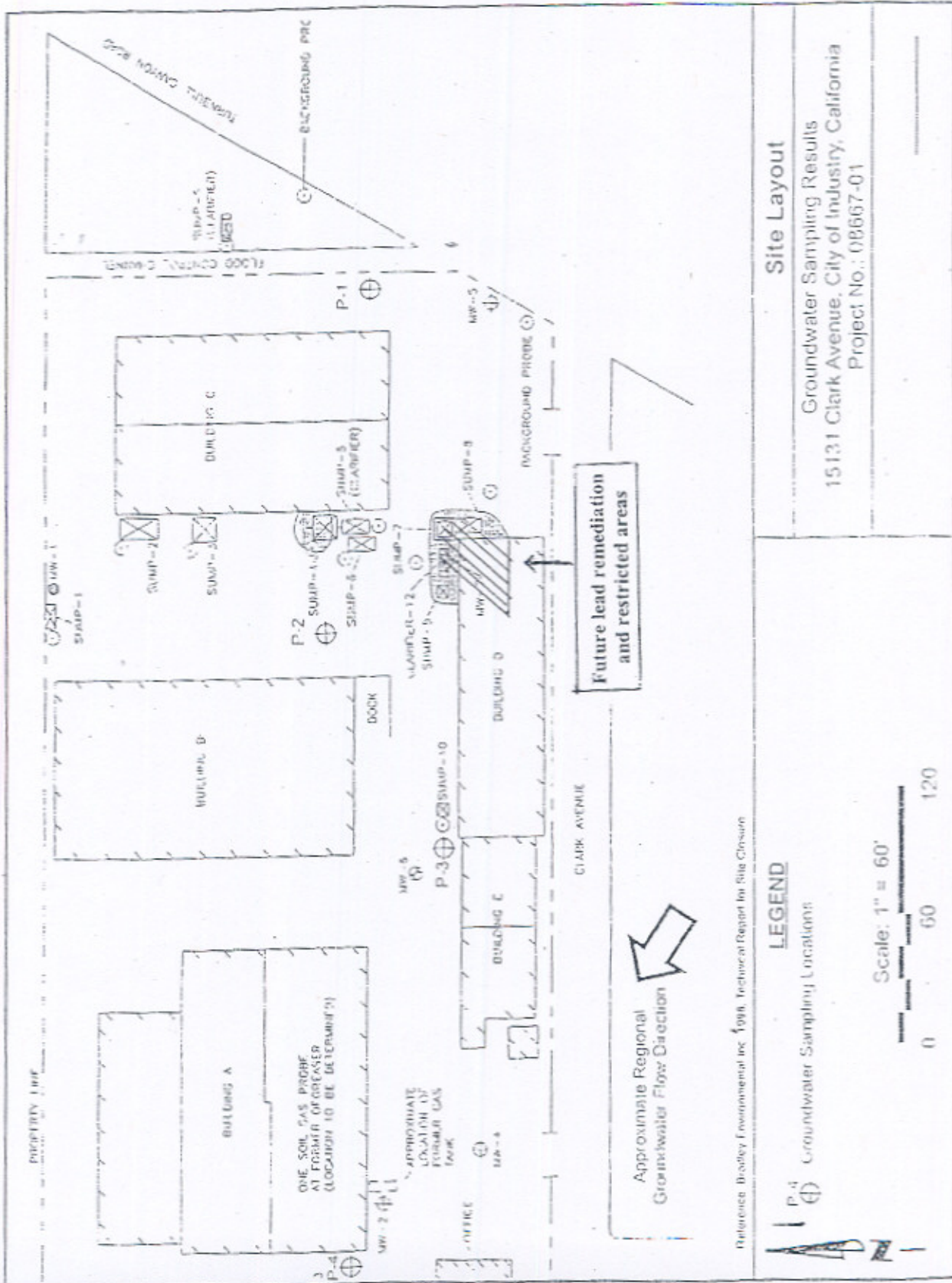
1. Clarifier 12

This clarifier was located outside at the northeast corner of Building D, west of Sump-7. The maximum excavation depth was 25 ft below ground surface (bgs). The maximum concentration of residual lead detected was 430 milligrams per kilogram (mg/kg) beneath the existing building foundation at 15 ft bgs where further excavation was not possible without significant cost.

2. Building D Interior

The interior northeast corner of Building D was remediated by excavation. The maximum depth of the excavation was 20 ft bgs. The confirmation sample indicated 282 mg/kg of lead was left within Building D.

EXHIBIT C



Site Layout

Groundwater Sampling Results
 15131 Clark Avenue, City of Industry, California
 Project No.: 08667-01

RECORDER'S MEMO:
 POOR RECORD IS DUE TO
 QUALITY OF ORIGINAL DOCUMENT

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary YANIRA FLORES

Date Commission Expires JAN. 27, 2008

Notary Identification Number #1466050
(For Notaries commissioned after 1-1-1992)

Manufacturer/Vendor Identification Number ARS 2
(For Notaries commissioned after 1-1-1992)

Place of Execution of this Declaration LOS ANGELES COUNTY, VAN NUYS

Date 8/23/05

Millicent Ring
Signature (Firm name if any)