

TERRY A. HANSEN  
YUBA COUNTY RECORDER  
MARYSVILLE, CA

RECORDED ON  
08/31/2007 01:42PM  
REC FEE: 73.00  
PENALTY FEE: 69.00

PAGE 1 OF 23  
DEPUTY INITIALS: FM

**RECORDING REQUESTED BY:**

Yuba Street Ventures  
c/o Bruce Porter  
506 D Street  
Marysville, California 95901

**WHEN RECORDED, MAIL TO:**

Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826  
Attention: James L. Tjosvold, P.E., Chief  
Northern California-Central  
Cleanup Operations Branch

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

**ENVIRONMENTAL RESTRICTION**

(Re: "County of Yuba Assessor's Parcel Numbers (APN)) 013-492-002, 013-493-011,  
013-493-012 and 013-520-019)

23+  
7

This Covenant and Agreement ("Covenant") is made by and between Yuba Street Ventures, a California General Partnership (the "Covenantor"), the current owner of property situated in Yuba City, County of Yuba, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and Department, collectively referred to as the "Parties", hereby agree, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I  
STATEMENT OF FACTS

1.01. The Property, totaling approximately 5.1 acres is more particularly described in Exhibit "B" and depicted in Exhibits "A1 & A2", attached hereto and incorporated herein by this reference. The Property is located at 5066 and 5079 Powerline Road in Yuba County, California. The Property is also generally described as APN(s) 013-492-002, 013-493-011, 013-493-012 and 013-520-019.

1.02. As detailed in the Preliminary Endangerment Assessment, approved by the Department on May 2005, all or a portion of the surface and subsurface soils within 10 feet of the surface of the Property contain hazardous substances, as defined in Health and Safety Code section 25316, such as lead. The ground water underneath the Property contain hazardous substances, as defined in Health and Safety Code section 25316, such as chromium and total petroleum hydrocarbons. Based on the Preliminary Endangerment Assessment the Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21 or day care center would entail an unacceptable cancer risk. The Department further concluded that the Property, as remediated, and subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment, if limited to commercial and industrial, parks, or open space use.

ARTICLE II  
DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.06. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

ARTICLE III  
GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions, that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee written notice of the existence of this Covenant and its Environmental Restrictions.

3.04. Incorporation into Deeds and Leases. This Covenant and its Environmental Restrictions shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the APNs noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Owner hereby covenants for himself and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's cost in administering the Covenant.

ARTICLE IV  
RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.
- (e) Raising of food (cattle, food crops);
- (f) Drilling for [drinking] water, oil, or gas [without prior written approval by the Department].
- (g) No groundwater use other than for site remediation or construction dewatering purposes.

4.02. Soil Management

- (a) No activities that will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) shall be allowed on the Property without a Soil Management Plan approved by the Department.
- (b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- (c) The Owner shall provide the Department written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating in the Property.

4.03. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

ARTICLE V  
ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil or criminal actions.

ARTICLE VI  
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02 Termination or Modification. Owner, or any other aggrieved person, may apply to the Department for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03 Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII  
MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Yuba within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party 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:

To Owner:  
Yuba Street Ventures  
c/o Bruce Porter  
506 D Street  
Marysville, California 95901

And

To Department:  
Department of Toxic Substances Control  
Attention: James L. Tjosvold, P.E., Chief  
Northern California Central Cleanup Operations Branch  
8800 Cal Center Drive  
Sacramento, California 95826

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06 Statutory References. All statutory references include successor provisions.

7.07 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection and submit an Annual Inspection Report to the Department for its approval by January 15<sup>th</sup> of each year. This Annual Report shall include answers to all the questions posed in the checklist attached as Exhibit C and any other information as required by this section. The annual report, must include the dates, times, and names of those who conducted and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual report (e.g., drive by, fly over, walk in, etc.) If violations are noted, the annual report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant and demand that the violation cease immediately. Additionally, copies of any correspondence related to the enforcement of this Covenant shall be sent to the Department within ten (10) days of its original transmission.

7.08 Partner's Authority Statement. We, David Lanza, Roy Lanza, Kelly Bump and Hust Brothers Incorporated the undersigned partners are the partners of Yuba Street Ventures, and certify that the Yuba Street Ventures, a California General Partnership is the current owner of the Property that is the subject of this Land Use Covenant. We further certify that we are fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind all owners of the property and the property itself. Further, if this Covenant is held invalid or unenforceable by the Department because we as the Partners lacked the authority to execute the Covenant, the Partners individually and the Partnership as Covenantor will be jointly and severally liable to the Department for all its

costs incurred in procuring a replacement covenant from the proper owner with such authority to bind the Property to the terms set forth in this Covenant.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Yuba Street Ventures  
By: [Signature]  
Title: David Lanza, General Partner  
Date: 8-27-07

By: [Signature]  
Title: Roy Lanza  
General Partner  
Date: 8/27-07

By: [Signature]  
Title: Kelly Bumpus  
General Partner  
Date: 8-27-07

By: [Signature]  
Title: Roy Lanza, President  
Hust Brothers, Inc., General Partner  
Date: \_\_\_\_\_

Department of Toxic Substances Control  
By: [Signature]  
Title: James L. Tjosvold, P.E., Chief  
Date: 8/30/07

[Signature]  
8/31/07

ACKNOWLEDGMENT

State of California  
County of SACRAMENTO

**ERIK ECHON, NOTARY PUBLIC**

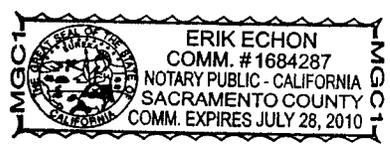
On 8/31/07 before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared JAMES LEE TJSVOLD

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

WITNESS my hand and official seal.

Signature Erik Echon



(Seal)



State of California

County of yuba

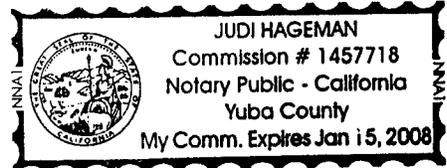
On 8-27-07 before me,

Judi Hageman, Notary Public  
(here insert name and title of the officer/notary),

Personally appeared David Lanza,  
Kelly Bumpus, and Roy Lanza

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

WITNESS my hand and official seal.



Signature Judi Hageman (Seal)



EXHIBITS

A – MAPS

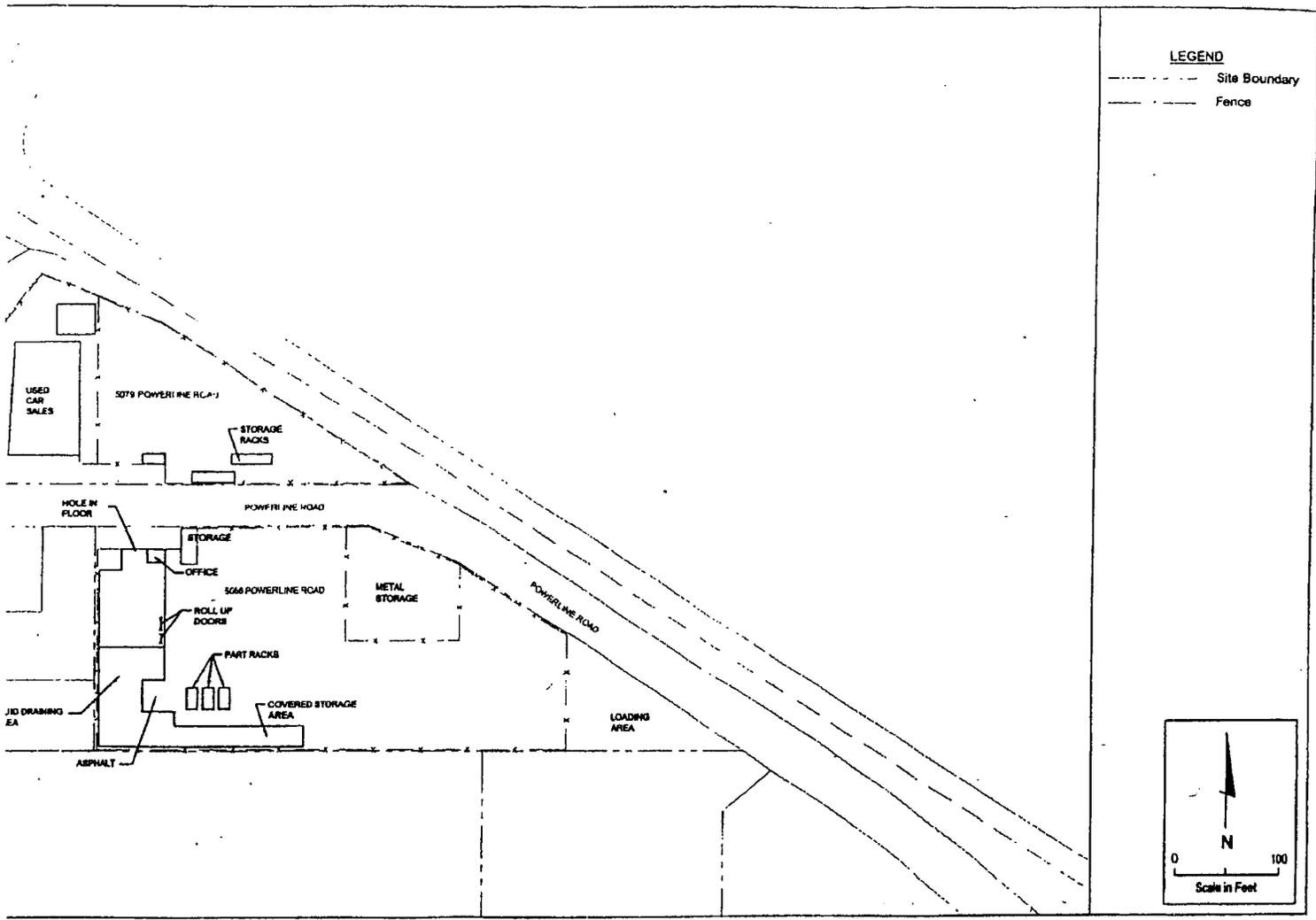
B – LEGAL DESCRIPTIONS

C – ANNUAL CHECKLIST



EXHIBIT A  
MAP – AREA





**AREA MAP**  
 Keystone Automotive  
 5068 & 5079 Powerline Road  
 Olivhurst, CA.  
 Figure 2

KREFE IMAGES PLOT BY: RPTAYLOR - Sep 14, 2004 - 8:44:21am



EXHIBIT A-1

MAP 013-493-011, 013-520-019, & 013-493-012



**BASIS OF BEARINGS**

THE BEARING OF N 89°44'31" W ON THE CENTERLINE OF 5TH AVENUE IS SHOWN ON THE CONTROL MAP OF OLVENHURST ON FILE IN THE COUNTY SUPERVISOR'S OFFICE OF YUBA COUNTY.

**EXIST APN'S**

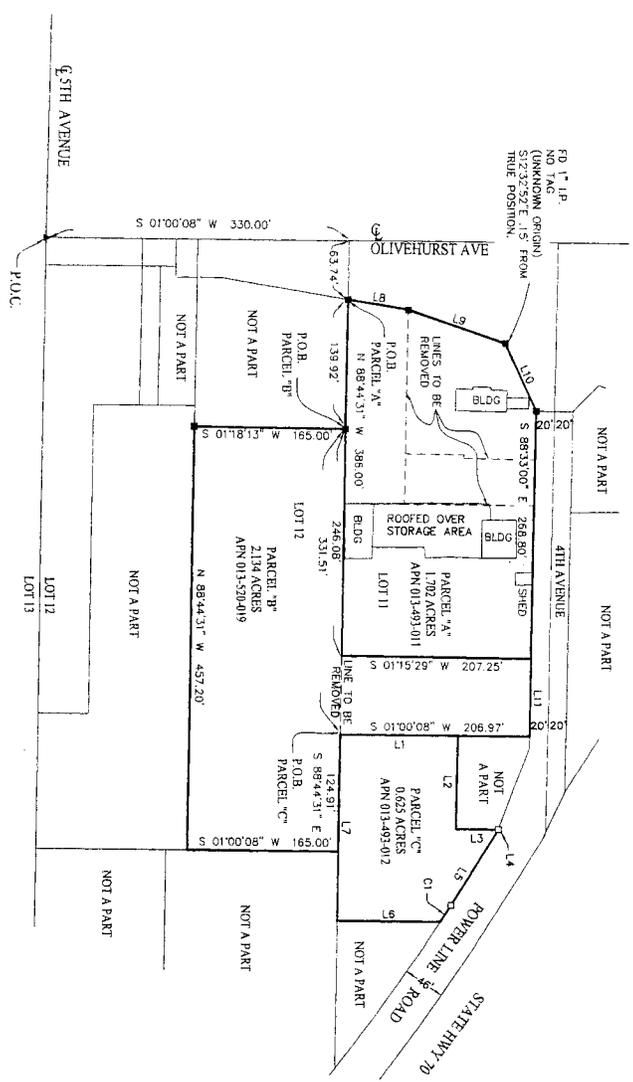
- 013-493-003
- 013-493-005
- 013-493-011
- 013-520-019

**LEGEND**

- FOUND 1/2 REBAR W/CH LS 3649 OR AS SHOWN
- ▲ FOUND STANDARD MONUMENT IN WELL
- FOUND 6"x6" CONC MONUMENT SET BY CALTRANS
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

**NOTES**

- OWNER'S  
P.M.S. ENTERPRISES INC. A CORPORATION  
948 MARIN CURT, YUBA CITY, CA 95991  
PHONE: 530-674-1979  
APN: 013-93-002
- OWNER'S  
YUBA STREET VENTURES,  
A CALIFORNIA GENERAL PARTNERSHIP  
PHONE: 530-674-1979  
APN: 013-493-011 & 003 & 013-520-019
- ENGINEER GENESIS ENGINEERING (SEAN ONELL)  
PHONE: 530-742-1300
1. WATER O.P.U.D.
  2. SEWER O.P.U.D.
  3. ANY STRUCTURES ON PARCELS WILL BE REMOVED DURING CONSTRUCTION



LINE	LENGTH	BEARING
L1	128.77	N01°00'08"E
L2	100.00	S88°33'00"E
L3	45.72	N01°00'08"E
L4	2.83	S68°04'13"E
L5	96.98	S57°03'29"E
L6	112.80	N01°00'08"E
L7	200.01	N89°44'31"W
L8	65.74	N10°00'23"E
L9	112.80	S82°00'00"E
L10	80.95	S82°00'00"E
L11	84.43	S88°33'00"E

CURVE	DEFINITION	RADIUS
C1	0.9013	18.21
		2022.00



**TENTATIVE LOT LINE ADJUSTMENT**  
FOR  
**P.M.S. ENTERPRISES INC. & YUBA STREET VENTURES**  
BEING A PORTION OF LOTS 11 & 12 OF THE "OLVENHURST TRACT"  
FILED IN BOOK 2 OF MAPS AT PAGE 5, YUBA COUNTY RECORDER,  
AND A PORTION OF THE SOUTH ONE-HALF OF SECTION 32, TOWNSHIP  
13S, RANGE 18E, COUNTY OF YUBA, CALIFORNIA.

DATE: JUNE 2007  
SCALE: 1" = 80'  
PREPARED BY: GENESIS ENGR, 501 J STREET, MARYSVILLE, CA 95901  
SHEET 1 OF 1

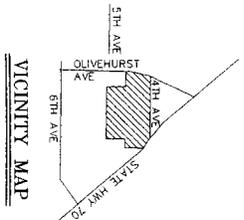
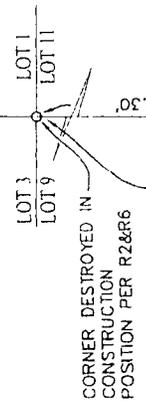


EXHIBIT A-2  
MAP - 013-492-002



**BASIS OF BEARINGS**

THE BEARING OF N 88°44'31" W ON THE CENTERLINE OF 5TH AVENUE BETWEEN WESTERN AVENUE AND OLIVEHURST AVENUE, AS SHOWN ON THE CONTROL MAP OF OLIVEHURST ON FILE IN THE COUNTY SURVEYOR'S OFFICE OF YUBA COUNTY.

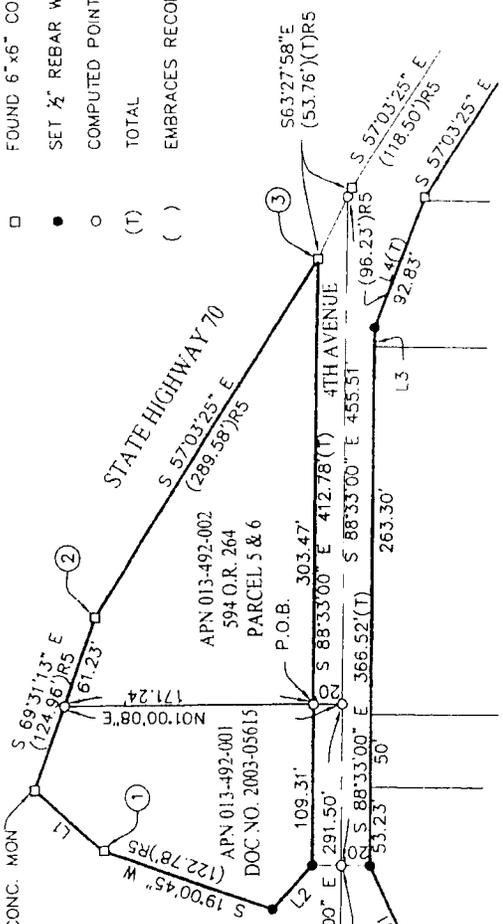


(N 01°00'08" E 598.06') R2&R6  
 N 01°00'08" E 558.76' (558.58') R6  
 OLIVEHURST AVE



5TH AVENUE

GRAPHIC SCALE



LINE	LENGTH	BEARING
L1	62.39	S41°40'40"W
L3	13.30	S88°33'00"E
L4(T)	95.65	S68°04'13"E
L11	80.95	S65°25'05"W

**LEGEND**

- FOUND MONUMENT AS SHOWN
- ▲ FOUND STANDARD MONUMENT IN WELL
- FOUND 6"x6" CONC MONUMENT SET BY CALTRANS
- SET 1/2" REBAR W/CAP "LS 3649 MMH"
- COMPUTED POINT - NOTHING FOUND OR SET
- (T) TOTAL
- ( ) EMBRACES RECORD DATA

**CAL-TRANS MON.**

1. FD 6"x6" CONC MON  
N01°03'48"E 0.21'  
FROM TRUE POSITION
2. FD 6"x6" CONC MON  
N28°03'41"W 0.22'  
FROM TRUE POSITION
3. FD 6"x6" CONC MON  
N15°23'04"W 0.44'  
FROM TRUE POSITION



*Donald L. Souheim*  
 8-16-2007

EXHIBIT "B"

**REFERENCES**

- R5 CAL-TRANS STATE HIGHWAY 70 STATE HIGHWAY MAP BOOK 2 PAGES 128 & 129, YUBA COUNTY.
- R6 CONTROL MAP OF OLIVEHURST ON FILE IN COUNTY SURVEYOR'S OFFICE.

BEING A PORTION OF LOTS 11 OF THE "OLIVEHURST TRACT" FILED IN BOOK 2 OF MAPS AT PAGE 5, YUBA COUNTY RECORDER, AND A PORTION OF THE SOUTH ONE-HALF OF SECTION 32, TOWNSHIP 15 NORTH, RANGE 4 EAST, M.D.M. YUBA COUNTY CALIFORNIA

AUGUST 2007  
 SCALE 1" = 80'  
 PREPARED BY: GENESIS ENGR, 521 J STREET, MARYSVILLE, CA 95901  
 07601 EXH B

EXHIBIT B  
LEGAL DESCRIPTIONS

PARCEL "A"

All that is certain real property situate in the County of Yuba, State of California, being a portion of Lot 11, of the "Olivehurst Tract", filed in Book 2 of Maps at page 5, in the Office of Recorder of Yuba County and a portion of the South one-half of Section 32, Township 15 North, Range 4 East, M.D.M., more particularly described as follows:

Commencing at the intersection of the centerline of 5<sup>th</sup> Avenue and Olivehurst Avenue; thence North 01°00'08" East along the centerline of Olivehurst Avenue and the west line of Lot 12 of the "Olivehurst Tract", a distance of 330.00 feet to the Southwest corner of said Lot 11; thence from said Southwest corner of Lot 11, South 88°44'31" East along the line common to Lots 11 and 12, a distance of 63.74 feet to the easterly right-of-way line of Olivehurst Avenue and the TRUE POINT OF BEGINNING of the herein described parcel of land; thence from said True Point of Beginning continuing along the easterly line of Olivehurst Avenue, North 10°00'23" East 66.94 feet; thence North 19°00'45" East 112.04 feet; thence North 65°25'05" East 80.95 feet to a point on the South line of 4<sup>th</sup> Avenue; thence along the South line of 4<sup>th</sup> Avenue, South 88°33'00" East 268.80 feet; thence leaving said southerly line of 4<sup>th</sup> Avenue, South 01°15'29" West 207.25 feet to the point on the South line of said Lot 11 of the "Olivehurst Tract", thence North 88°44'31" West along the line common to said Lots 11 and 12, a distance of 386.00 feet to the point of beginning.

APN 013-493-011  
1.702 Acres

PARCEL "B"

All that certain real property situate in the County of Yuba, State of California, being a portion of Lots 11 and 12 of the "Olivehurst Tract", filed in Book 2 of Maps at page 5 and being as shown on Record of Survey Map 2007-06, filed in Book 87 of Maps at Page 31, in the Office of Recorder of Yuba County and a portion of the South one-half of Section 32, Township 15 North, Range 4 East, M.D.M., more particularly described as follows:

Commencing at the intersection of the centerline of 5<sup>th</sup> Avenue and Olivehurst Avenue, thence North 01°00'08" East along the centerline of Olivehurst Avenue a distance of 330.00 feet to the Northwest corner of said Lot 12; thence leaving said centerline, South 88°44'31" East along a line common to Lot 11 and Lot 12 of said "Olivehurst Tract", a distance of 203.66 feet to the TRUE POINT OF BEGINNING of the herein described parcel of land; thence from said True Point of Beginning continuing along said Lot Line, South 88°44'31" East 246.08 feet; thence leaving said lot line, North 01°15'29" East 207.25 feet to a point on the Southerly right-of-way line of 4<sup>th</sup> Avenue; thence South 88°33'00" East along the South line of 4<sup>th</sup> Avenue, a distance of 84.43 feet to a point on the west line of

that certain parcel of land as described in Deed to Ralph L. Pelichoff, successor Trustee of the Ralph L. Pelichoff and Louise A. Pelichoff 1994 Revocable Inter Vivos Trust dated May 5, 1994, Survivor's Trust – Trust A recorded April 10, 2003, Document No. 200305620, Official Records of Yuba County; thence leaving the Southerly line of 4<sup>th</sup> Avenue, South 01°00'08" West 206.97 feet to a point on the lot line common to Lots 11 and 12; thence South 88°44'31" East along said Lot Line a distance of 124.91 feet, more or less, to the westerly line of the land described as parcel 2 in the deed to Albert E. Bergman, recorded June 24, 1947 in Book 111 Official Records, at page 317, thence Southerly along the westerly line of said land conveyed to said Bergman, South 01°00'08" West 165.00 feet to the Southeast corner of that certain parcel 5, as described in deed to Yuba Street Ventures, a California General Partnership, recorded 11/17/2005, Document No. 2005R-028678, Official Records of Yuba County thence North 88°44'31" West parallel with the North line of Lot 12, a distance of 457.20 feet; thence North 01°18'13" East 165.00 feet to the point of beginning, containing 2.13 acres, more or less.

APN 013-520-019

PARCEL "C"

All that certain real property situate in the County of Yuba, State of California, being a portion of Lot 11 of the "Olivehurst Tract", filed in Book 2 of Maps at page 5 and being shown on Record of Survey Map 2007-06, filed in Book 87 of Maps at Page 31 in the Office of Recorder of Yuba County and a portion of the South one-half of Section 32, Township 15 North, Range 4 East, M.D.M., more particularly described as follows:

Commencing at the intersection of the centerline of 5<sup>th</sup> Avenue and Olivehurst Avenue, thence North 01° 00'08" East along the centerline of Olivehurst Avenue a distance of 330.00 feet to the Southwest corner of Lot 11 of said "Olivehurst Tract"; thence South 88°44'31" East on a line common to Lots 11 and 12 of said "Olivehurst Tract", a distance of 535.10 feet to the TRUE POINT OF BEGINNING of the herein described parcel of land; thence from said True Point of Beginning, leaving said Lot line, North 01°00'08" East 128.77 feet to the Southwest corner of Parcel 3 as described in Deed to P.M.S. Enterprises, Inc. recorded May 27, 1975 in Book 594 of Official Records at Page 264, Yuba County Recorder; thence South 88°33'00" East parallel to the centerline of 4<sup>th</sup> Avenue, a distance of 100.00 feet; thence North 01°00'08" East parallel with the West line of said Lot 11, a distance of 45.72 feet to a point on the Southwesterly right-of-way line of Powerline Road as shown on the Cal-Trans State Highway 70 Right-of-way Maps filed in State Highway Book 2 at Pages 128 and 129 in the Office of the Recorder of Yuba County; thence along said Southwesterly right-of-way line, South 68°04'13" East 2.83 feet; thence South 57°03'25" East 96.58 feet to the beginning of a curve concave to the Southwest, having a radius of 2072.00 feet, through a central angle of 00°30'13", the chord of which bears South 56°48'19" East 18.21 feet; thence on the arc of said curve a distance of 18.21 feet to the easterly boundary line of Parcel 1 as described in deed to P.M.S. Enterprises; thence leaving said right-of-way line, along said easterly boundary line, South 01°00'08" West and parallel with the westerly line of Lot 11, a distance of 112.80 feet to a point on the South line of said Lot 11 of the "Olivehurst Tract"; thence North 88°44'31" West along

the line common to Lots 11 and 12 of said "Olivehurst Tract", a distance of 200.00 feet to the point of beginning, containing 0.63 acres, more or less.

APN 013-493-012

PARCEL 013-492-002

All that is certain real property situate in the County of Yuba, State of California being a portion of Lot 11, as shown upon the map entitled, "SUBDIVISION OF OLIVEHURST TRACT", on file in Book 2 of Maps at page 5, Yuba County Recorder described as follows:

Commencing at intersection of 5<sup>th</sup> Avenue and Olivehurst marked by a standard centerline monument in a monument well, thence North 01°00'08" East along the centerline of Olivehurst Avenue and the West line of Lots 12 and 11 of said Olivehurst Tract, a distance of 558.76 feet to the intersection of 4<sup>th</sup> Avenue and Olivehurst Avenue; thence South 88°33'00" East along the centerline of 4<sup>th</sup> Avenue a distance of 291.50 feet; thence leaving said centerline of 4<sup>th</sup> Avenue, North 01°00'08" East to a point of the North Right-of-way line of 4<sup>th</sup> Avenue, a distance of 20.00 feet to the TRUE POINT OF BEGINNING of the herein described parcel of land; thence from said True Point of Beginning, North 01°00'08" East, parallel to the West line of Lot 11, a distance of 171.25 feet to a point on the Southwesterly right-of-way line of California State Highway No. 70; thence Southeasterly along said Highway right-of-way line, South 69°31'13" East 61.23 feet; thence South 57°03'25" East 289.58 feet; thence leaving said highway right-of-way line, North 88°33'01" West along the North right-of-way line of 4<sup>th</sup> Avenue, a distance of 303.47 feet to the point of beginning, containing 0.64 acres.



22

EXHIBIT C  
 ANNUAL CHECKLIST  
 KEYSTONE AUTOMOTIVE SITE  
 APNs 013-492-002, 013-493-11, 013-493-012 & 013-520-019  
 ANNUAL INSPECTION CHECKLIST

Name of Person Completing Inspection: \_\_\_\_\_  
 Address of Inspector: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone number of Inspector \_\_\_\_\_  
 Inspector's California Driver's License Number \_\_\_\_\_  
 Date of Inspection: \_\_\_\_\_  
 How was inspection performed? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

	YES	NO
1. Is there a residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation on the property?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is there a hospital for humans on the property?	<input type="checkbox"/>	<input type="checkbox"/>
3. Is there a public or private school for persons under 21 years of age on the property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is there a day care center for children on the property?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is there evidence of raising of food (cattle, food crops)?	<input type="checkbox"/>	<input type="checkbox"/>
6. Is there evidence of drilling for drinking water, oil, or gas without prior written approval by the Department?	<input type="checkbox"/>	<input type="checkbox"/>
7. Is there evidence of excavation? [If excavation was noted in the vicinity of the property explain in detail on attached pages the purpose of the excavation, when it was performed, and who at the Department approved the Soil Management plan.]	<input type="checkbox"/>	<input type="checkbox"/>
8. Have there been any violations of the Deed Restrictions? [If yes, describe in detail on an attached page the steps taken to return to compliance.]	<input type="checkbox"/>	<input type="checkbox"/>
9. Has there been any conveyance of any ownership of the property since the last inspection?	<input type="checkbox"/>	<input type="checkbox"/>

03/03

10. Has there been any change in the restrictions under a variance, modification or termination as approved by the Department under the Health and Safety Code? [If yes, describe in detail the change and the date of such approval for that change.]

Two empty rectangular boxes for providing details of changes.

Please explain yes responses in detail on attached pages.

I certify (or declare) under penalty of perjury under the Laws of the State of California that the foregoing is true and correct.

Signed: \_\_\_\_\_  
Inspector Representative of Property Owner

DATE: \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF YUBA  
COUNTY RECORDER

AUG 31 2007

This is to certify that this is a true copy of the document on file in this office. TERRY A. HANSEN, COUNTY RECORDER  
COUNTY OF YUBA, MARYSVILLE, CALIFORNIA

By Terry A. Hansen Deputy

