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RECORDING REQUESTED BY:
Weir Floway, Inc.
2494 South Railroad Avenue
Fresno, California 93706

FRESNO County Recorder
Paul Dictos, C.P.A.
DOC- 2011-0148884
Check Number 7983
Wednesday, NOV 02, 2011 15:35:09
Ttl Pd \$78.00 Nbr-0003543291
APR/R1/1-21

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
1515 Tollhouse Road
Clovis, California 93611
Attention: Kevin L. Shaddy, PE, Chief
San Joaquin & Legacy Landfills Office
Cleanup Program, Clovis Office

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: APN 479-072-26S (Former APNs 479-072-12, 479-072-13, 479-072-18, 479-072-19), Railroad Avenue Site, 2494 South Railroad Avenue, Fresno, Fresno County, California 93706

This Covenant and Agreement ("Covenant") is made by and between Weir Floway, Inc. (the "Covenantor"), the current owner of property situated in Fresno, County of Fresno, State of California, described in Exhibit "A" and depicted in Exhibit "B," attached, (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 15 acres, is more particularly described and depicted in the attached Exhibits "A" and "B". The Property is located at 2494 South Railroad Avenue, Fresno, Fresno County, in the area now generally bounded by South Railroad Avenue, Golden State Boulevard, Jensen Avenue and an industrial property to the north. The Property is more specifically described as Fresno County Assessor's Parcel No. 479-072-26S (Former APN(s) 479-072-12 (also referred to as Parcel 12), 479-072-13 (also referred to as Parcel 13), 479-072-18 (also referred to as Parcel 18), 479-072-19).

1.02. Most of the area of the Property is covered by two caps (Parcel 12/13 Cap and Parcel 18 Cap) [as described in Paragraphs 1.03 and 1.04, as described and depicted in the attached Exhibits "C" and "D". The two caps are located within Assessor' Parcel No. 479-072-26S and labeled as (Parcel 12/13 Cap) and (Parcel 18 Cap). Additionally, 4 extraction wells and a network of groundwater monitoring wells are located on the Property, and are described further in Paragraph 1.05 below. The operation and maintenance of the two Caps, groundwater extraction system, and Monitoring Wells is pursuant to an Operation and Maintenance Plan dated January 14, 2011 as approved by the Department in a letter dated January 27, 2011.

1.03. The remedial action selected and implemented at the Property combines institutional controls, surface capping in the source area (Parcel 18 Cap), groundwater extraction and discharge to the sanitary sewer for subsequent treatment by the publicly owned treatment works (POTW), and long-term monitoring as described in the Final Removal Action Work Plan, dated September 3, 2008 (Final RAW). DTSC approved the Draft RAW in a letter dated August 29, 2008 which directed that the Final RAW, dated September 3, 2008 be published. Weir Floway Inc. and The Vendo Company are remediating the Property under the supervision and authority of the Department. The Property is being remediated pursuant to the Final RAW, including a Health Risk

Assessment developed in accordance with Health and Safety Code, division 20, chapter 6.8 under the oversight of the Department. The Removal Action Workplan, and negative declaration, pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq., were released for public review and comment and subsequently approved by the Department on August 29, 2008. Because hazardous substances, as defined in Health and Safety Code section 25316, which are also hazardous materials as defined in Health and Safety Code section 25260, including hexavalent chromium and trichloroethene (TCE), remain in soil above unrestricted cleanup goals at depths of 5 to 15 feet or more below the surface of the Property in both the Capped and uncapped areas, and in groundwater in and under portions of the Property, the Final RAW requires that a Land Use Covenant be required as part of the site remediation. Remediation included installation of an asphalt surface cap on Parcel 18 (Parcel 18 cap) described in Paragraph 1.20, administrative controls, and ongoing operation of the groundwater extraction system.

Previous investigations conducted under the California Regional Water Quality Control Board (CRWQCB) consisted of the evaluation of hydrocarbon impacts on Parcels 12 and 13. The CRWQCB investigation activities culminated in closure of the hydrocarbon impacted areas by construction of the Parcel 12/13 cap in 1999. Therefore, continued maintenance of the Parcel 12/13 cap shall be conducted as part of this Covenant. The locations and areas covered by asphalt and concrete caps are shown in the engineering drawing attached as Exhibit "D" hereto.

1.04. The cap on Parcels 12/13 was required by the CRWQCB. In October 1995 the CRWQCB issued Waste Discharge Requirements (WDRs) No 95-243 for the remediation of petroleum hydrocarbons in soil on Parcels 12 and 13. Proposed closure methods presented in the WDRs involved installing a low permeability cap at grades that would preclude the accumulation of standing water in the area of concern. In June 1999 Floway submitted a report documenting the capping of parcels 12 and 13 (Parcel 12/13 cap) with concrete and asphalt as requested by the RWQCB. In August 1999 the RWQCB accepted the report and rescinded WDRs 95-243.

As detailed in the Final Human Health and Ecological Risk Assessment (HERA) approved by the Department in February 2008 for the Parcel 18 cap, all or a portion of the surface and subsurface soils within 20 feet of the surface of the Property contain hazardous substances, as defined in Health and Safety Code section 25316, which include the following contaminants of concern in the ranges set forth below: hexavalent chromium (0.71 – 251 milligrams per kilogram (mg/kg)) in soil and trichloroethene (35.5 – 36,527 micrograms per cubic meter (ug/m³)) in soil gas. Based on the RAW, the cap over parcel 18 was required as contaminant concentrations exceeded Soil Screening Levels protective of groundwater. The Department has 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 human health risk. However, the HHRA determined that for the future construction worker and commercial/industrial worker exposed to soil and soil gas, the hazard index and carcinogenic risk estimates are below the acceptable risk levels. Likewise, 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 health or safety or the environment, if limited to commercial and industrial purposes.

1.05 Groundwater monitoring and extraction wells have been installed during the course of remedial investigations and the response action requires the continued operation of four groundwater extraction wells ("Extraction Wells") and groundwater monitoring wells ("Monitoring Wells"). The location of the groundwater extraction wells and discharge piping are shown on Exhibit "E". The location of groundwater monitoring wells are shown on Exhibit "F".

Groundwater at the Property is found 82 to 85 feet below ground surface. Contaminants in the groundwater include hexavalent chromium (367 micrograms per liter (ug/l)) and trichloroethene (97 ug/l). California drinking water standards are hexavalent chromium at 50 ug/l and trichloroethylene at 5 ug/l. The Department concludes that the groundwater presents an unacceptable threat to human health and safety.

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

3.04. 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 Assessor's Parcel Number (APN) 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 or by administrative order.

3.05. 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 Covenantor hereby covenants for the Covenantor 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 costs in administering the Covenant.

ARTICLE IV
RESTRICTIONS AND REQUIREMENTS

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.

4.02. Soil Management.

- (a) No activities that will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be allowed on the Property without a Soil Management Plan approved by the Department in advance.
- (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.

4.03. Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) Drilling for any water, oil, or gas without prior written

approval by the Department.

- (b) Extraction of groundwater except as approved by the Department in a Groundwater Management Plan.

4.04. Non-Interference with Caps and Groundwater Extraction Wells and Monitoring Wells Systems.

- (a) Activities that may disturb the Caps (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Parcel 12/13 Cap or Parcel 18 Cap without prior written approval by the Department.
- (b) All uses and development of the portion of the Property covered by the Caps shall preserve the integrity or effectiveness of the Caps.
- (c) All uses and development of the Property shall preserve the physical accessibility to and integrity of the groundwater Extraction Wells and groundwater Monitoring Wells system.
- (d) The Caps, Groundwater Monitoring Wells System and Groundwater Extraction Wells System shall not be altered without prior written approval by the Department.

4.05. 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.

4.06. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant, and shall submit an annual inspection report to the Department for its approval by (January 15th) of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection 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 inspection report (e.g., drive by, fly over, walk in, etc.). If violations are noted, the annual inspection 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 violations cease immediately. Additionally, copies of any correspondence related to the violation of this Covenant shall be sent to the Department within (10 days) of its original transmission.

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, as provided by law.

ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.01. Variance. Owner, 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 Partial Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or partial termination 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. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Fresno within ten (10) days of the Covenantor's receipt of a fully executed original.

7.03. 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: Attention: Jim Doxey
 Vice President of Finance
 Weir Floway, Inc.
 2494 South Railroad Avenue
 Fresno, California 93706

To Department: Attention: Project Manager, Railroad Avenue Site
 Project Number 101163-00
 Department of Toxic Substances Control
 Brownfields & Environmental Restoration Program
 1515 Tollhouse Road
 Clovis, California 93611

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.

7.04. 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.

7.05. Statutory References. All statutory references include successor provisions.

7.06. Incorporation of Attachments. All attachments and exhibits to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Weir Floway, Inc.

By: Jim Doxey

Title: Jim Doxey, Vice President of Finance

Date: Oct. 26, 2011

Department of Toxic Substances Control:

By: Kevin Shaddy

Title: Kevin Shaddy, Supervising Hazardous Substances Engineer

Date: 10/31/2011

State of California

County of Fresno

On 10/26/11 before me,

Rebecca Nancy Harron, California Notary Public
(space above this line is for name and title of the officer/notary),

personally appeared Jim Doxey, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Rebecca Nancy Harron (seal)
Signature of Notary Public California Notary Public



State of California
County of Fresno

On October 31, 2011 before me, K. Montgomery-Hodorowski,
Notary Public

(space above this line is for name and title of the officer/notary),

personally appeared Kevin Shaddy, who
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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal,



K. Montgomery-Hodorowski (seal)
Signature of Notary Public

EXHIBIT "A"

Parcel 1:

Those portions of the Southwest quarter of Section 14, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the United States Government Township Plats, described as follows:

Beginning at a point 893.1 feet North of the Southwest corner of said Section 14, said point being the North corner of the land now or formerly owned by W. J. Fortier and R. A. Fortier; thence South $89^{\circ}59'46''$ East 568.54 feet along the North line of said land now or formerly owned by W. J. Fortier and R. A. Fortier to the Northeast line of State Highway 99, 200 feet wide; thence North $39^{\circ}22'$ West to the true Point of Beginning of this description. Said Point of Beginning bears the two following courses and distances from the West quarter corner South $00^{\circ}07'39''$ West 1061.28 feet along the West line of said Section 14 and 183.14 feet Southeasterly along the Northeasterly line of State Highway 99 from the point of intersection of the West line of Section 14 with the Northeasterly line of State Highway 99; thence along the South line of the land now or formerly owned by Peter Hanoian and George Hanoian, South $89^{\circ}51'07''$ East a distance of 482.15 feet to a point on the Southwesterly line of Railroad Avenue 90 feet wide; thence Southeasterly along the Southwest line of Railroad Avenue to a point on the Northwesterly line of the land conveyed to Richfield Oil Corporation, a Delaware corporation by Deed dated August 31, 1945, recorded November 17, 1945, in Book 2328 page 348 of Official Records; thence along said Northwesterly line 402.58, more or less, feet to the Northeast line of State Highway 99, 200 feet wide; thence North $39^{\circ}22'$ West along said Northeast line of said highway to the point of beginning, together with that portion of Railroad Avenue abandoned by Order of Abandonment recorded March 4, 1964, in Book 4973 Page 83 of Official Records, lying adjacent to the above described land which would pass by a conveyance of said land pursuant to Sections 831 and 1112 of the Civil Code.

Parcel 2:

That portion of the North half of the Southwest quarter of the Southwest quarter of Section 14, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the United States Government Township Plats, described as follows:

Beginning at a point on the Southwesterly line of the public highway which runs parallel to and next adjoining on the Southwest of the Central Pacific Railroad through said section as located prior to April 7, 1932, which point is distant 1567.3 feet Northwesterly from the intersection of the Southwesterly line of said public highway with the South line of said section, thence Northwesterly along the southwesterly line of said public highway 200 feet; thence at right angles Southwesterly 402.58 feet; thence at right angles Southeasterly 200 feet; thence at right angles Northeasterly 402.8 feet to the point of beginning.

Parcel 3:

That portion of the Southwest 1/4 of Section 14, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the Official Plat thereof lying Southwesterly of the Southwesterly line, Southeasterly of the Southwesterly prolongation of the Northwesterly line, and Northwesterly of the Southwesterly prolongation of the Southeasterly line of that certain parcel of land conveyed to Richfield Oil Corporation, a Delaware Corporation by Deed dated August 31, 1945, recorded November 17, 1945, in Book 2328 Page 348 of Official Records, Document No. 51243, and lying Northeasterly of the Northeasterly line of Golden State Boulevard.

Parcel 4:

Parcels "A" and "B" of Parcel Map No. 1381, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 11 of Parcel Maps, at Page 67, Fresno County Records.

EXHIBIT "A" (Continued)

Parcel 5:

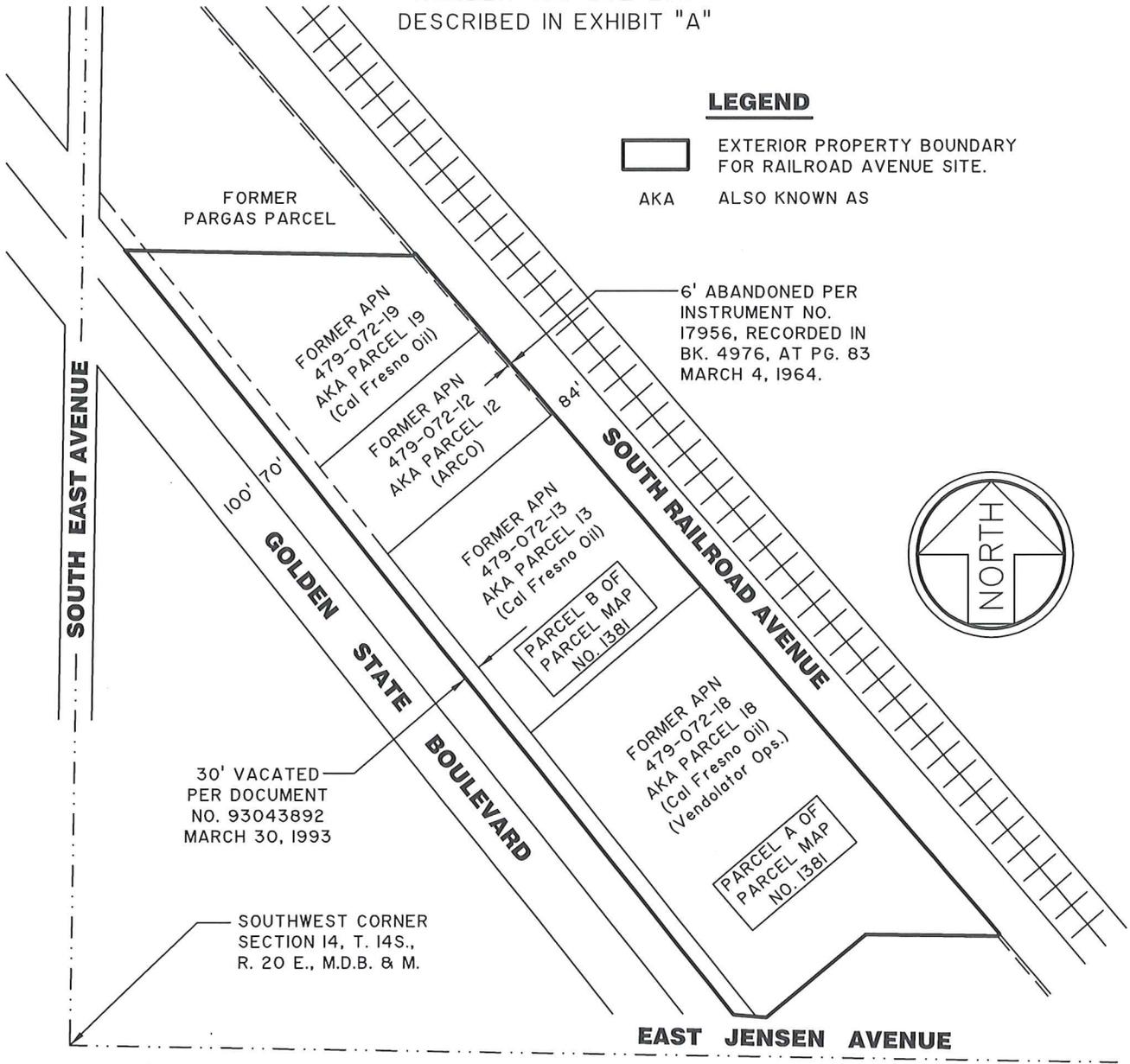
That portion of the Southwest quarter of Section 14, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the Official United States Government Township Plat thereof, said portion being more particularly described as follows:

Commencing at the intersection of the centerline of Golden State Boulevard and the South line of said Southwest quarter; thence South $89^{\circ} 59' 46''$ East, along said South line, a distance of 129.35 feet; thence North $39^{\circ} 22' 00''$ West, parallel with and 100 feet Northeasterly from said centerline of Golden State Boulevard, a distance of 90.00 feet to a point on the North right-of-way line of Jensen Avenue, said point also being the True Point of Beginning; thence continuing North $39^{\circ} 22' 00''$ West, along the Northeasterly right-of-way line of said Golden State Boulevard, a distance of 1788.74 feet to the South line of that real property conveyed to Pargas, Inc., by Grant Deed recorded June 13, 1984, Instrument No. 84056677; thence North $89^{\circ} 51' 07''$ West, along said South line, a distance of 38.89 feet; thence South $39^{\circ} 22' 00''$ East, parallel with and 70 feet Northeasterly from said centerline of Golden State Boulevard, a distance of 1772.72 feet to said North right-of-way line of Jensen Avenue; thence South $86^{\circ} 14' 19''$ East, along said North right-of-way line, a distance of 41.11 feet to the True Point of Beginning.

APN: 479-072-26s

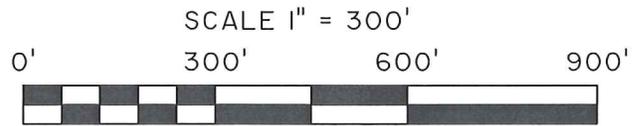
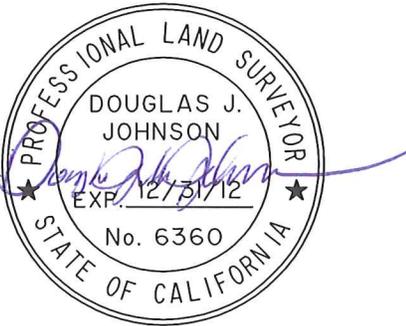
EXHIBIT "B"

ASSESSOR'S PARCEL
NUMBER 479-072-26S
DESCRIBED IN EXHIBIT "A"



LEGEND

- EXTERIOR PROPERTY BOUNDARY FOR RAILROAD AVENUE SITE.
- AKA ALSO KNOWN AS



DATE: Nov. 2, 2011

PREPARED BY: **DOUGLAS "JOHN" JOHNSON LAND SURVEYING**
4444 N. DICKENSON AVENUE FRESNO CALIFORNIA 93723
(559) 275-4900 DWG. NO. 11017_EXB.DWG 09/27/2011

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EXHIBIT "C"

DTSC (DEPARTMENT OF TOXIC SUBSTANCES) CAP LEGAL DESCRIPTION:

All that real property situated in the City of Fresno, County of Fresno, State of California, being a portion of that property described in Exhibit "A", lying in the Southwest Quarter of Section 14, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat, more particularly described as follows:

Beginning at a point which lies on the on the northeasterly line of Parcel A of Parcel Map No. 1381, filed in Book 11 of Parcel Maps at Page 67, Fresno County Records, said point lies North 40° 32' 41" West a distance of 444.13 feet from the southeasterly most corner of said Parcel A, said point also lies on the southwesterly line of the 84 foot right-of-way of South Railroad Avenue; thence continuing North 40°32'41" along said northeasterly line of Parcel A, a distance of 255.98 feet; thence leaving said northeasterly line of Parcel A, South 51°16'15" West a distance of 319.33 feet; thence South 38°43'45" East a distance of 44.43 feet; thence South 51°14'12" West a distance of 93.41 feet more or less to a point which lies 100 feet measured perpendicular to the centerline of Golden State Boulevard; thence South 38°26'41" East, parallel with and 100 feet distant therefrom the centerline of Golden State Boulevard, a distance of 273.95 feet; thence North 49°57'32" East a distance of 196.30 feet; thence North 39°38'55" West a distance of 54.02 feet; thence North 50°13'04" East a distance of 226.86 feet more or less to the True Point of Beginning:

Containing an approximate area of 114,884 square feet.

RWQCB (REGIONAL WATER QUALITY CONTROL BOARD) CAP LEGAL DESCRIPTION:

All that real property situated in the City of Fresno, County of Fresno, State of California, being a portion of that property described in Exhibit "A", lying in the Southwest Quarter of Section 14, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat, more particularly described as follows:

Beginning at a point which lies on the on the northeasterly line of Parcel A of Parcel Map No. 1381, filed in Book 11 of Parcel Maps at Page 67, Fresno County Records, said point lies North 40° 32' 41" West a distance of 700.11 feet from the southeasterly most corner of said Parcel A, said point also lies on the southwesterly line of the 84 foot right-of-way of South Railroad Avenue; thence continuing North 40°32'41" along said northeasterly line of Parcel A, Parcel B, and the southwesterly line of the 84 foot right-of-way of South Railroad Avenue, a distance of 926.77 feet more or less to a point which lies 6.00 feet from the southeast corner of that property conveyed to Pargas in Grant Deed recorded June 13, 1984 as Document No. 84056677, measured perpendicular to South Railroad Avenue right-of-way; thence South 49°27'19" West a distance of 6.00 feet; thence North 88°55'48" West along the south line of said Document No. 84056677, a distance of 482.93 feet more or less to a point which lies 100 feet measured perpendicular to the centerline of Golden State Boulevard; thence South 38°26'41" East, parallel with and 100 feet distant there from the centerline of Golden State Boulevard, a distance of

EXHIBIT "C" (Continued)

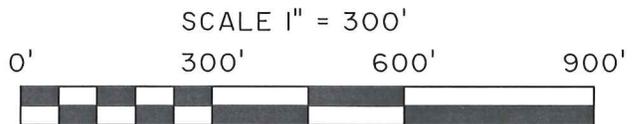
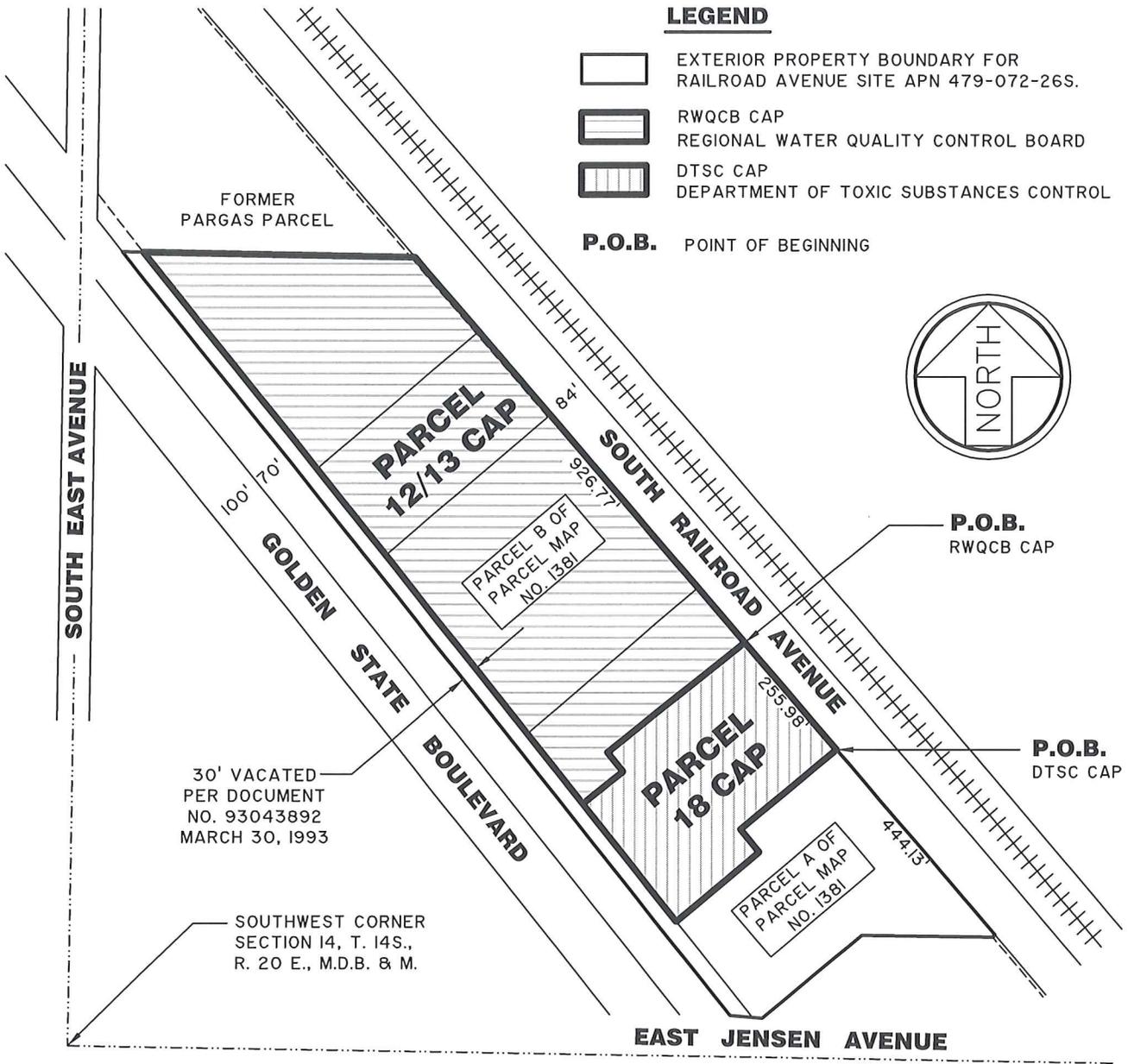
1279.83 feet to a point on the northwesterly line of the previously described DTSC CAP; thence North 51°14'12" East along said northwesterly line a distance of 93.14 feet to an angle point in the DTSC CAP; thence North 38°43'45" West along said DTSC CAP a distance of 44.53 feet; thence continuing along said DTSC CAP, North 51°16'15" East, a distance of 319.33 feet more or less to the True Point of Beginning.

Containing an approximate area of 428,060 square feet.



Date: Nov. 2, 2011

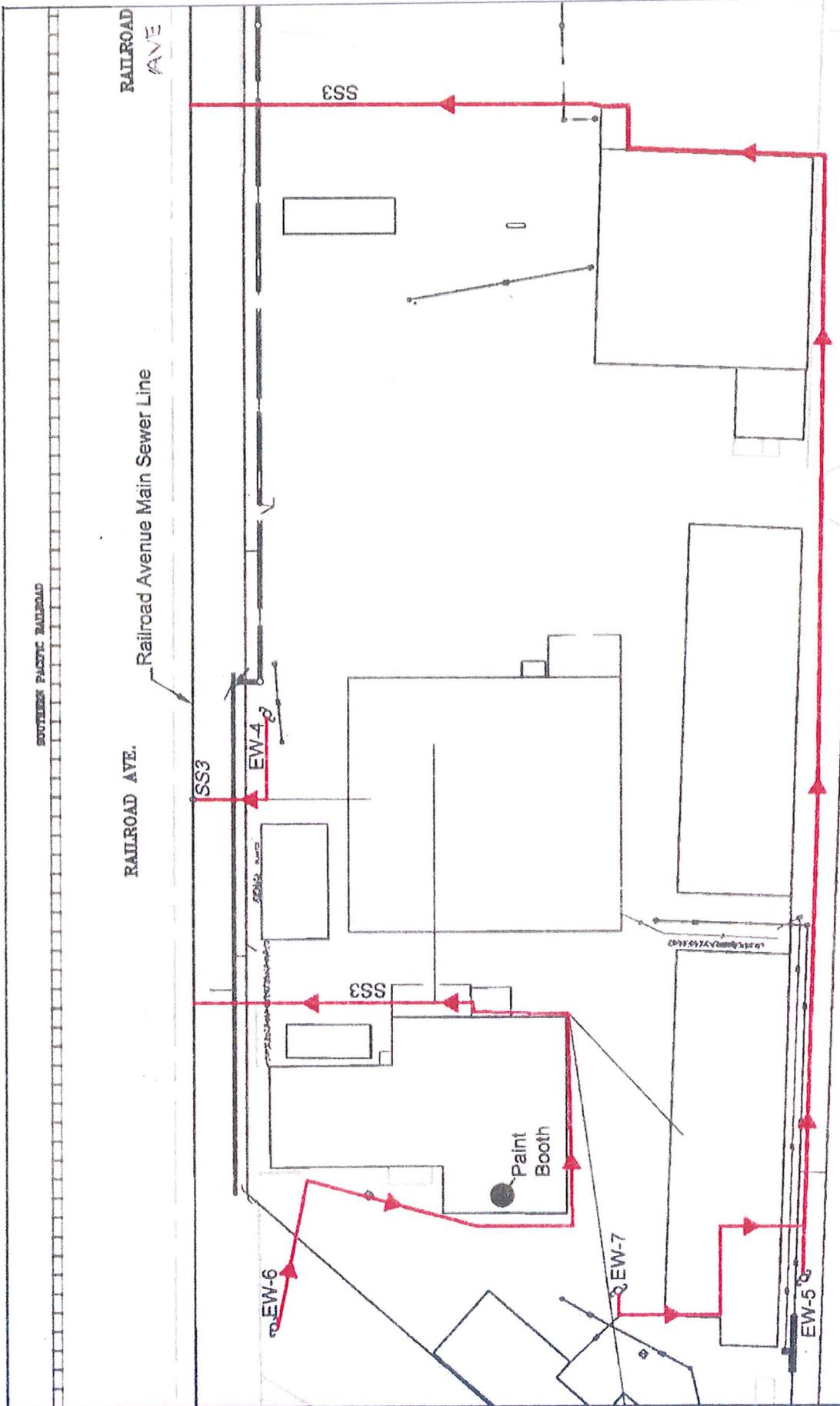
EXHIBIT "D"



DATE: Nov. 2, 2011

PREPARED BY: **DOUGLAS "JOHN" JOHNSON LAND SURVEYING**
4444 N. DICKENSON AVENUE FRESNO CALIFORNIA 93723
(559) 275-4900 DWG. NO. 11017_EXB.DWG 09/27/2011

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GROUNDWATER EXTRACTION SYSTEM PIPING LAYOUT

Railroad Avenue Site
Fresno, California

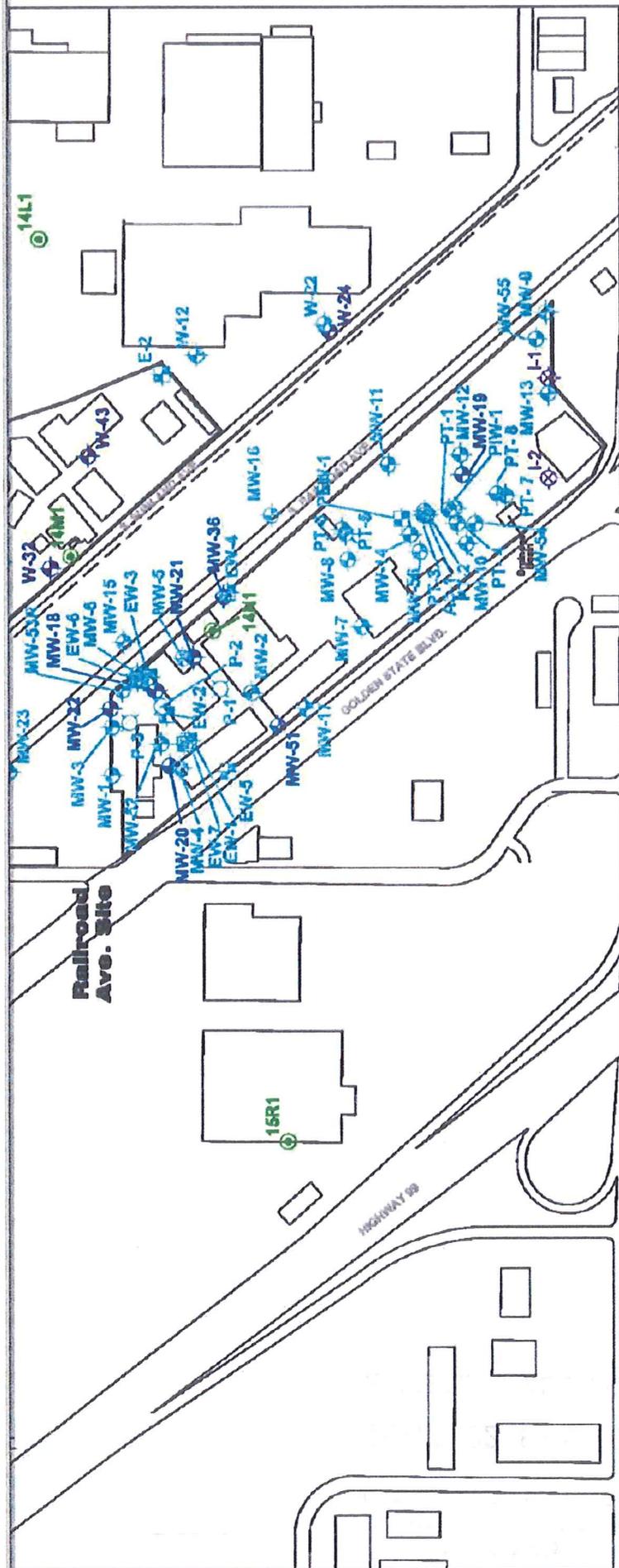
By: dpv	Date: 02/25/10	Project No. 9662.007	Exhibit
AMEC Geomatrix			E

GOLDEN STATE BOULEVARD

Notes
On-Site piping locations are approximate

- Legend
- Chain Link Fence
 - ⊗ Extraction well location
 - - - Edge of pavement/AC
 - ➔ POTW Connection Piping





EXPLANATION

- Upper Zone Well Screened from 0 to 110 Feet BGS
- Upper Zone Well Screened from 110 to 150 Feet BGS
- Lower Zone Well Screened Deeper than 150 Feet BGS
- Monitoring Well
- Abandoned Monitoring Well
- Extraction Well
- Well Screened Within Upper and Lower Zone
- Injection Well
- Piezometer
- Water Supply Well
- Operable Unit Boundary

AMEC Geomatrix	WELL LOCATION MAP		Project No. 09662
	Railroad Avenue Site and Operable Unit #1 Fresno, California		Exhibit F
		Figure By dprv	Date 05/05/09
		Map No.	

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