

32



RECORDING REQUESTED BY:  
Tri-Air, Inc.  
1362 W. Herndon  
Fresno, California 93711-0431

FRESNO County Recorder  
Paul Dictos, C.P.A.  
**DOC- 2012-0079140**  
Wednesday, JUN 06, 2012 11:53:58  
Ttl Pd \$111.00 Nbr-0003675800  
CRR/R2/1-32

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control  
1515 Tollhouse Road  
Clovis, California 93611  
Attention: Kevin Shaddy  
San Joaquin and Legacy Landfills

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: County of Fresno Assessor's Parcel Number 008-230-02S, Tri Air Inc. Site,  
California Department of Toxic Substances Control Site #100149

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This Covenant and Agreement ("Covenant") is made by and between Tri Air Inc., the "Covenantor"), the current owner of property situated in Firebaugh, County of Fresno, State of California, described in Exhibit "A" and depicted in Exhibits "B-1," and "B-2", 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, except that the Covenantor's obligation to pay the Department's costs associated with the administration of the Covenant shall be as specified in the consent decree and settlement agreement approved by the Department and the Covenantor and

ordered by the U. S. District Court for the Eastern District of California, Fresno Division, on March 12, 2012 in *California Department of Toxic Substances Control v. Tri-Air, Inc, Charles Robinson, and Robert Nash* (CIV. F-02-6137 LJO SMS) (the "Consent Decree").

ARTICLE I  
STATEMENT OF FACTS

1.01. The Property, totaling approximately 4.8 acres is more particularly described and depicted in the attached Exhibits "A, B-1, B-2, and B-3". The Property is located in the area now generally bounded by Tenth Street on the southeast, Shamrock Seed Company on the southwest, the Lorenzetti property to the northwest and Firebaugh airstrip to the northeast. The Property is also generally described as Fresno County Assessor's Parcel No. 008-230-02S.

1.02. A limited portion of the Property is more particularly described in Exhibit "C," and referred to as the Ground Water, Ground Water Monitoring Area and Soil Impacted Area. The affected soil area is located within the northern portion of the Property as shown in Exhibit C-1. The area of contaminated first encountered groundwater is shown in Exhibit C-2 and the current groundwater monitoring wells are shown in Exhibit C-3. The contaminated soils are present from the surface to the contact of the groundwater, which seasonally ranges from 4 feet below ground surface to 8 feet below ground surface. Dinoseb is present in first encountered groundwater that occurs in a column from 4 feet to 25 feet below the ground surface.

1.03. Removal action measures conducted at the Property prior to complete characterization included the removal of stored empty containers that were identified in the Department's initial inspection of the Property in 1982. An interim removal of aviation gas from the first encountered groundwater was conducted in 1993. Remedial Investigations ("RIs") conducted in 2005 and 2008 at the Property resulted in the

installation of monitoring wells to characterize the groundwater conditions beneath the Property. A Remedial Investigation Report dated March 2005 identified the presence of dinoseb, benzene, toluene, and petroleum hydrocarbons, more specifically, aviation fuel, in the first encountered groundwater beneath the Property. Additionally, portions of the subsurface soils in the northern portion of the Property contain residual concentrations of dinoseb. A Human Health Risk Assessment ("HHRA") dated 2005 was prepared addressing the appropriate Property usage based on the exposures to the residual concentration of contaminants still present in the surface soil and in the groundwater. The results of the HHRA indicated that the industrial and commercial usages of the Property were appropriate and that residential and sensitive uses were not. An additional RI report dated May 2005 further characterized the lateral and vertical extent of contaminated groundwater. As part of preparing a Feasibility Study for remedy evaluation and selection, a pilot study involving enhanced bioremediation of groundwater was conducted from April 2009 to August 2010.

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 dinoseb, are present in soil above unrestricted cleanup goals at depths of 3 feet or more below the surface of the Property and in groundwater in and under portions of the Property, the Remedial Investigation Report, including a Health Risk Assessment, provides that a Covenant be required as part of the Property remediation. Remediation may include monitored natural attenuation of groundwater using a groundwater monitoring system on the Property to monitor the concentrations of dinoseb, benzene, toluene, and petroleum hydrocarbons in the groundwater beneath the Property. Currently, the groundwater monitoring system includes 5 groundwater monitoring wells ("Monitoring Wells"). The locations of the current Monitoring Wells are shown on Exhibit C-3.

1.04 As detailed in the Health Risk Assessment dated May 2005 all or a portion of the surface and subsurface soils within 3 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: dinoseb 6-2,600 parts per million ("ppm"). Based on the Risk 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 human health risk. The Department further concluded that contaminants present in soils at the Property, as remediated, and subject to the restrictions of this Covenant, do not present an unacceptable threat to human health or safety or the environment, if the Property is limited to commercial and industrial use.

First encountered groundwater at the Property is found 4 to 8 feet below ground surface and extends approximately 25 feet below ground surface, where it meets a confining clay layer. The contaminants in the groundwater include dinoseb (11 - 4,700 parts per billion (ppb)) benzene (3 - 4 ppb), toluene (.31 to 1.1 ppb) and petroleum hydrocarbons (30 -1,900 ppb). California drinking water standards are dinoseb at 7 ppb, benzene at 1 ppb and toluene at .015 ppb. The Department concludes that the groundwater presents an unacceptable threat to human health and safety or the environment.

## 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. California Code of Regulations, title 22, section 67391.1(h), requires land owners to pay all costs associated with the administration of land use covenants. To cover all of the Department's past and future costs for administering the Covenant (including routine review of annual inspection reports submitted by the Owner under Section 4.07 of this Covenant and the Department's periodic site visits to administer this Covenant), except for those costs of administration necessary to enforce the Covenant, the Covenantor shall pay the Department a one-time payment pursuant to section 5 of the Consent Decree. This one-time payment does not relieve Owners of their responsibility for conducting annual inspections and submitting annual inspection reports under Section 4.07 of this Covenant. The recording of this Covenant by the Covenantor and the one-time payment of certain of the Department's costs as specified in this section are conditions of settlement in the Consent Decree. The Covenantor hereby covenants for the Covenantor and for all subsequent Owners that the Owner agrees to pay the Department's costs of administration necessary to enforce 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 soil beneath the paved surface of the site or unpaved soil at three or more feet below grade (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be allowed on the Property without the written approval of 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 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 the groundwater monitoring system and other response activities.

- (a) Activities that may disturb the groundwater monitoring system (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Property without prior written approval by the Department.
- (b) All uses and development of the Property shall preserve the physical accessibility to and integrity or effectiveness of the groundwater monitoring system.
- (c) The groundwater monitoring system shall not be altered without prior written approval by the Department.
- (d) Activities or uses that may interfere with any response action shall not be permitted on the Property without prior written approval by the Department.

4.05. Access for Department. The Department, its agents, contractors, and other persons shall have reasonable right of entry and access to the Property for response action, 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. Access for Implementing Operation, Maintenance or Monitoring. The Department, its agents, contractors, and other persons shall have reasonable right of entry and access to the Property for the purpose of implementing an Operation, Maintenance and Monitoring Plan or Activities as deemed necessary by the Department until the Department determines that no further Operation, Maintenance or Monitoring is required.

4.07. 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 15<sup>th</sup>) 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 violation 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:                      Tri-Air, Inc.  
   1362 W. Herndon  
   Fresno, CA 93711-0431  
   Attn: Mr. Charles Robinson

and

To Department: Mr. Kevin Shaddy  
Supervising Hazardous Substances Engineer  
Department of Toxic Substances Control  
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.

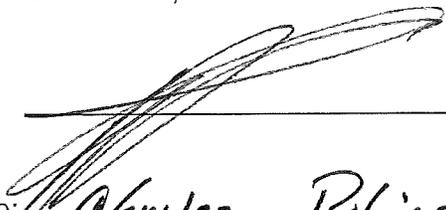
IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Tri-Air, Inc

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Charles Robinson  
President

Date: May 21, 2012

Department of Toxic Substances Control:

By: Kevin Shaddy

Name Kevin Shaddy,

Title: Supervising Hazardous Substances Engineer

Date: May 25, 2012

State of California

County of FRESNO

On May 21, 2012 before me,

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

Personally appeared Charles Robinson

\_\_\_\_\_, 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 [Handwritten Signature] (Seal) see Attachment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

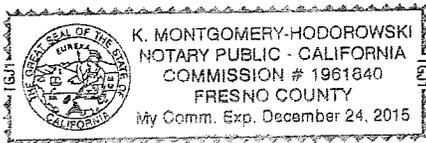
State of California

County of FRESNO

On May 14, 2012 before me, K. Montgomery - Hodorowski, Notary Public

personally appeared Charles Robinson

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.

Signature [Handwritten Signature]

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Covenant to restrict use of property

Document Date: \_\_\_\_\_ Number of Pages: 13

Signer(s) Other Than Named Above \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

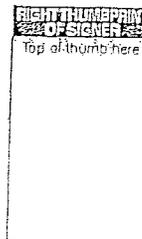
- Individual
Corporate Officer - Title(s)
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Fresno

On May 25, 2012 before me, Ashley Bruce, Notary Public  
(Here insert name and title of the officer)

personally appeared Kevin Shaddey

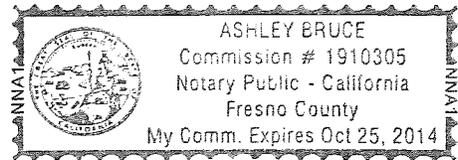
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Ashley Bruce  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**DESCRIPTION OF THE ATTACHED DOCUMENT**

Covenant to restrict  
(Title or description of attached document)

Use of Property  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date 5/25/12

\_\_\_\_\_  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

EXHIBIT A

TRI AIR PROPERTY LEGAL DESCRIPTION

FRESNO COUNTY RECORDERS OFFICE

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50585

DOCUMENTARY TRANSFER TAX \$13.75  
computed on full value of property conveyed, or  
computed on full value less liens & encumbrances  
remaining thereon at time of sale.

Joseph B. Burgess  
Licenses, Burgess, Telles & Van Atta



County of Fresno

THIS INDENTURE, made this 18th day of May, 1972,  
between MARIO LORENZETTI and EVALINA LORENZETTI, his wife,  
the parties of the first part, and TRI AIR, INC., a Cali-  
fornia corporation, the party of the second part,

WITNESSETH:

That said parties of the first part, for and in  
consideration of the sum of Ten Dollars (\$10.00), lawful  
money of the United States, to them in hand paid by the said  
party of the second part, the receipt whereof is hereby  
acknowledged, do by these presents grant, bargain, sell,  
convey and confirm unto the said party of the second part,  
its successors or assigns, all that certain piece or parcel  
of land situate in the County of Fresno, State of California,  
and particularly described as follows, to wit:

RECORDED IN OFFICIAL RECORDS OF  
FRESNO COUNTY, CALIFORNIA  
AT 34 MIN. PAST 9 A.M.  
JUN 7 - 1972  
L.L. BROWN, County Recorder

Commencing at the Southwest corner of Section  
29, T. 12 S., R. 14 E., M.D.B. & M.; thence  
N. 0°03'30" W., along the West line of Section  
29, 3310.47 feet to a point; thence N. 47°12'  
E., 1653.07 feet to a point which is S. 47°12'  
W., 250.24 feet from the Westerly right-of-way  
line of the main canal; thence S. 40°19'46" E.,  
2378.88 feet; thence S. 49°36'30" W., 100.00  
feet; thence S. 47°12' W., 250.24 feet to the  
true point of beginning of this description;  
thence S. 40°19'46" E., 527.34 feet; thence S.  
49°36'30" W., 420.00 feet; thence N. 40°19'46"  
W., 509.67 feet; thence N. 47°12' E., 420.40  
feet to the true point of beginning.  
Containing 5.00 acres, more or less.

SAVING & EXCEPTING, AND RESERVING TO GRANTORS,  
their heirs and assigns, all oil, gas, hydro-  
carbons and minerals downward from one hundred

Mail tax statements to:  
Tri Air, Inc.  
10th and M. Street  
Firebaugh, California 93622

LINNEMAN, BURGESS, TELLES & VAN ATTA  
ATTORNEYS AT LAW  
205 PALMS, CALIFORNIA P.O. Box 156

1. S.A.E.

FRESNO COUNTY RECORDERS OFFICE

BOOK 6032 PAGE 218

feet below the surface of the above parcel.

RESERVING TO GRANTORS, their heirs and assigns, an easement ten (10) feet in width within and along the northerly boundary of said parcel for use as a drainage ditch, together with the right to repair and maintain any drain ditch now situate upon said ten (10) foot strip or which may hereafter be constructed therein and thereon.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, its successors or assigns forever.

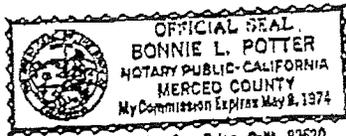
IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

*Mario Lorenzetti*  
*Evalina Lorenzetti*

STATE OF CALIFORNIA  
County of Merced

On this 18th day of May

in the year one thousand nine hundred and seventy-two before me, BONNIE L. POTTER, a Notary Public in and for the County of Merced, State of California, personally appeared Mario Lorenzetti and Evalina Lorenzetti



1570 Margarita St., Dos Palos, Calif. 93620

known to me to be the persons whose names are subscribed to the within instrument, and duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the County of Merced, State of California, the day and year in this certificate first above written.

*Bonnie L. Potter*  
BONNIE L. POTTER  
Notary Public in and for the County of Merced, State of California.  
My Commission expires May 8, 1974

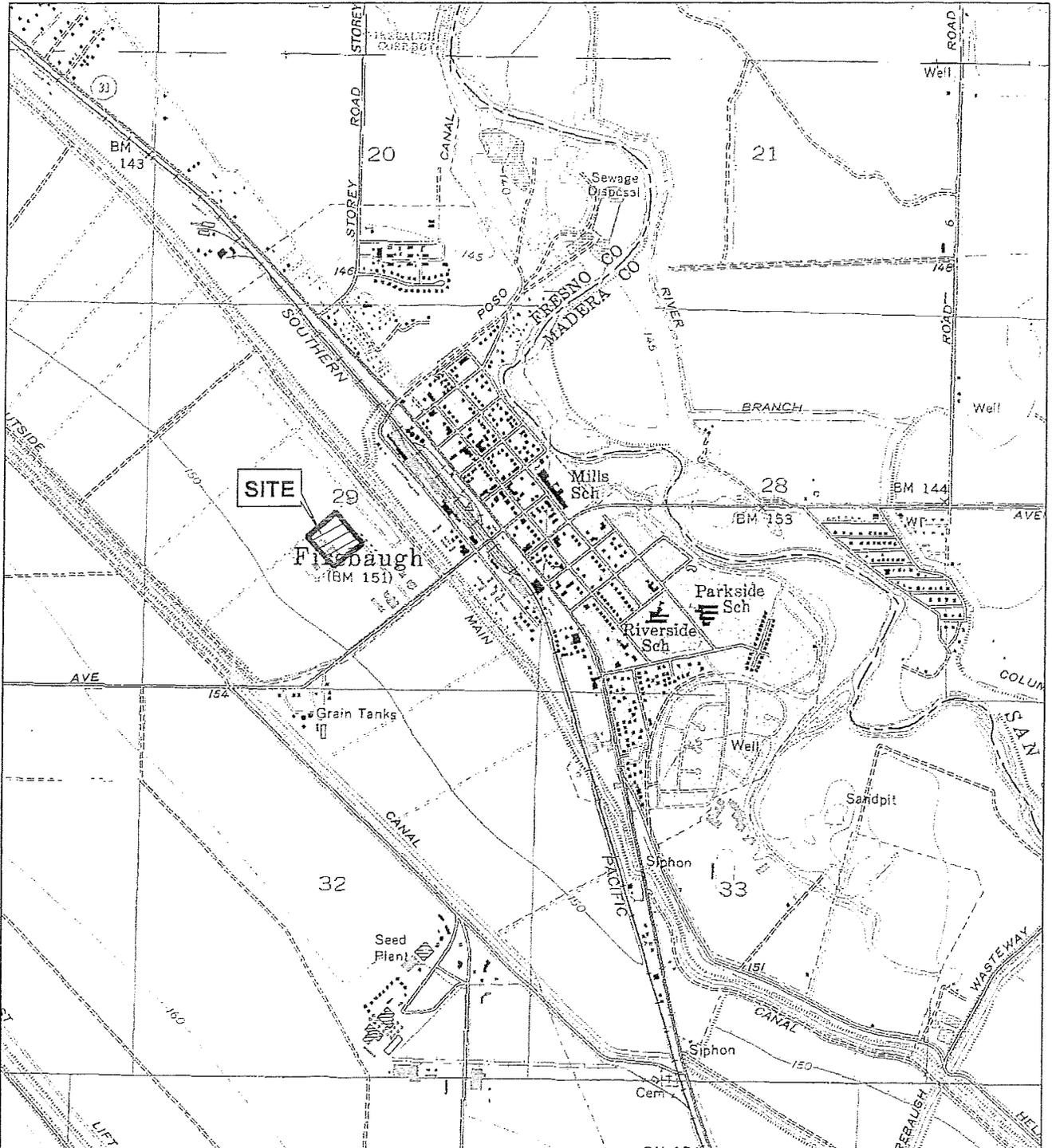
LENNEMAN, BURGESS, TELLES & VAN ATTA  
ATTORNEYS AT LAW  
DOS PALOS, CALIFORNIA

EXHIBIT B-1

TRI AIR INC. PROPERTY LOCATION MAP

EXHIBIT B-2

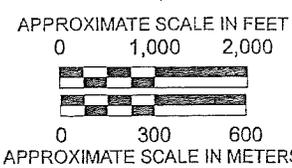
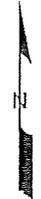
FRESNO COUNTY TAX ASSESSOR'S MAP



I:\9000s\9944.000\GIS\9944\_SLM\_v03.mxd



California



Basemap modified from U.S.G.S. 7.5 minute Firebaugh and Poso Farm, California topographic quadrangle.

**SITE LOCATION MAP**  
 Tri Air Facility  
 Firebaugh, California

By: KLU	Date: 10/02/2008	Project No. 9944.003
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**AMEC Geomatrix**

Figure 1

EXHIBIT B-2

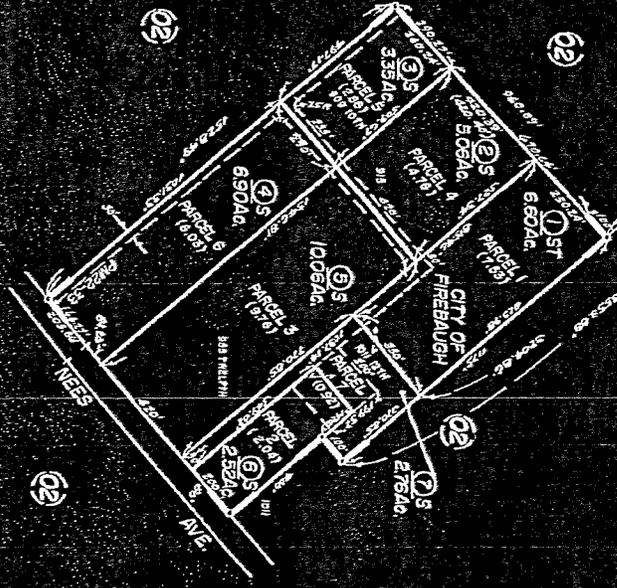
FRESNO COUNTY TAX ASSESSOR'S MAP

— NOTE —  
 This map is for Assessment purposes only.  
 It is not to be construed as portraying legal  
 ownership or divisions of land for purposes  
 of zoning or subdivision law.

30 29  
 31 32

Parcel Map No. 2 - Bk. 22, Pg. 33

SUBDIVIDED LAND IN POR. 29, T. 12 S., R. 14 E., M. D. B. & M.



NOTE - Assessor's Block Numbers Shown in Ellipses.  
 Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 8 - Pg. 23  
 County of Fresno, Calif.

Tax Rate Area  
 3-014

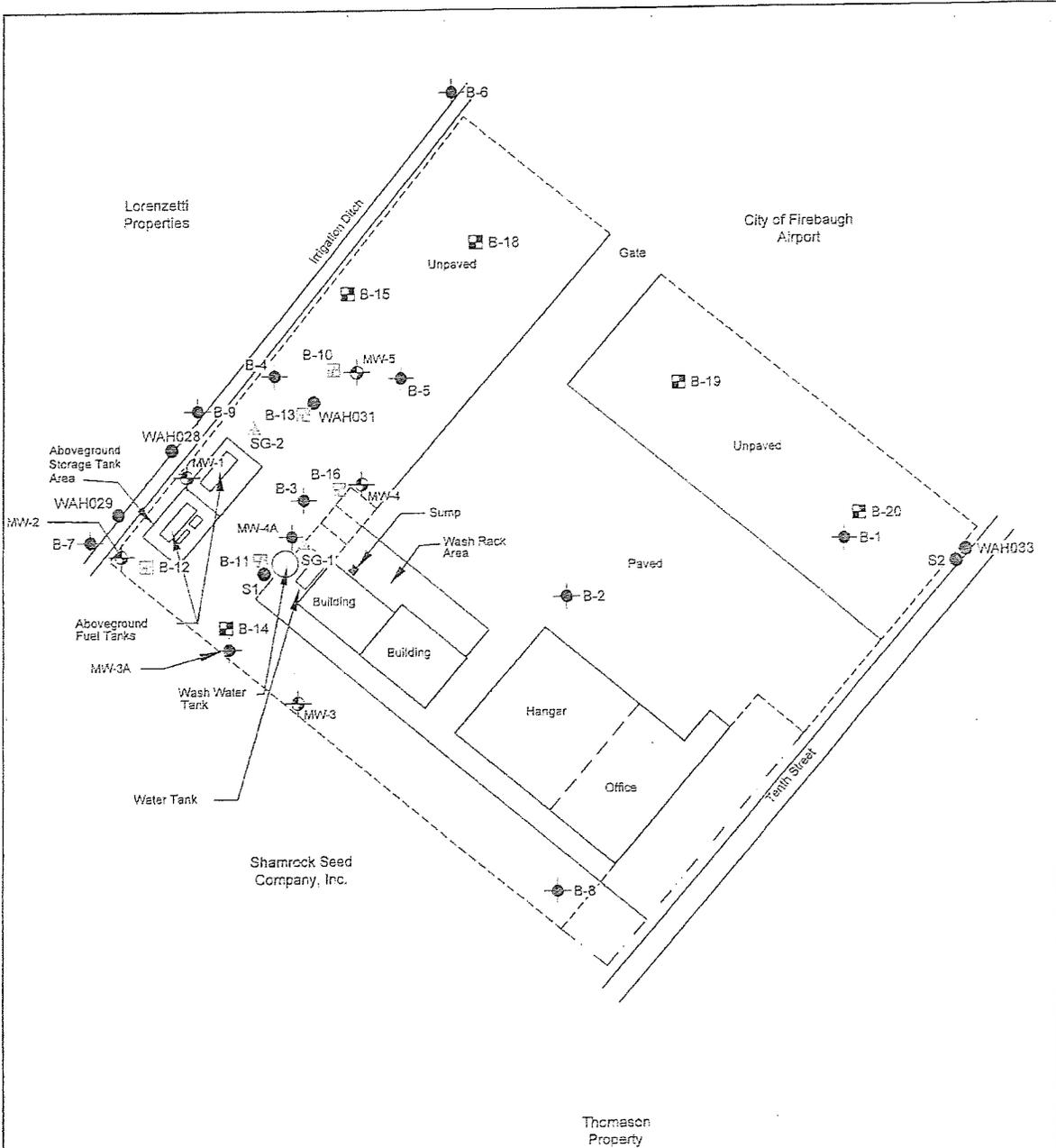
8-23



4-10-55

EXHIBIT B-3

TRI AIR INC. SITE PLAN

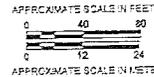


**Explanation**

- Approximate location of monitoring wells
- Approximate location of shallow soil borings drilled by Twining Laboratories and Geomatrix Consultants
- Approximate location of surface soil samples by DTSC and Twining Laboratories
- Location of March 2005 additional soil assessment borings
- Location of March 2005 additional soil assessment boring and soil gas vapor sample
- Location of March 2005 soil gas vapor sample
- Fence
- Property line

**Note:**

1. Location B-17 was not advanced due to standing water.



BASEMAP MODIFIED FROM DINA 2 OF 1994 DRAFT REMEDIAL ACTION PLAN BY FUGRO WEST, INC.

**SITE PLAN**  
Tri Air Facility  
Firebaugh, California

By: KLU | Date: 02/28/08 | Project No. 9944.002

Geomatrix

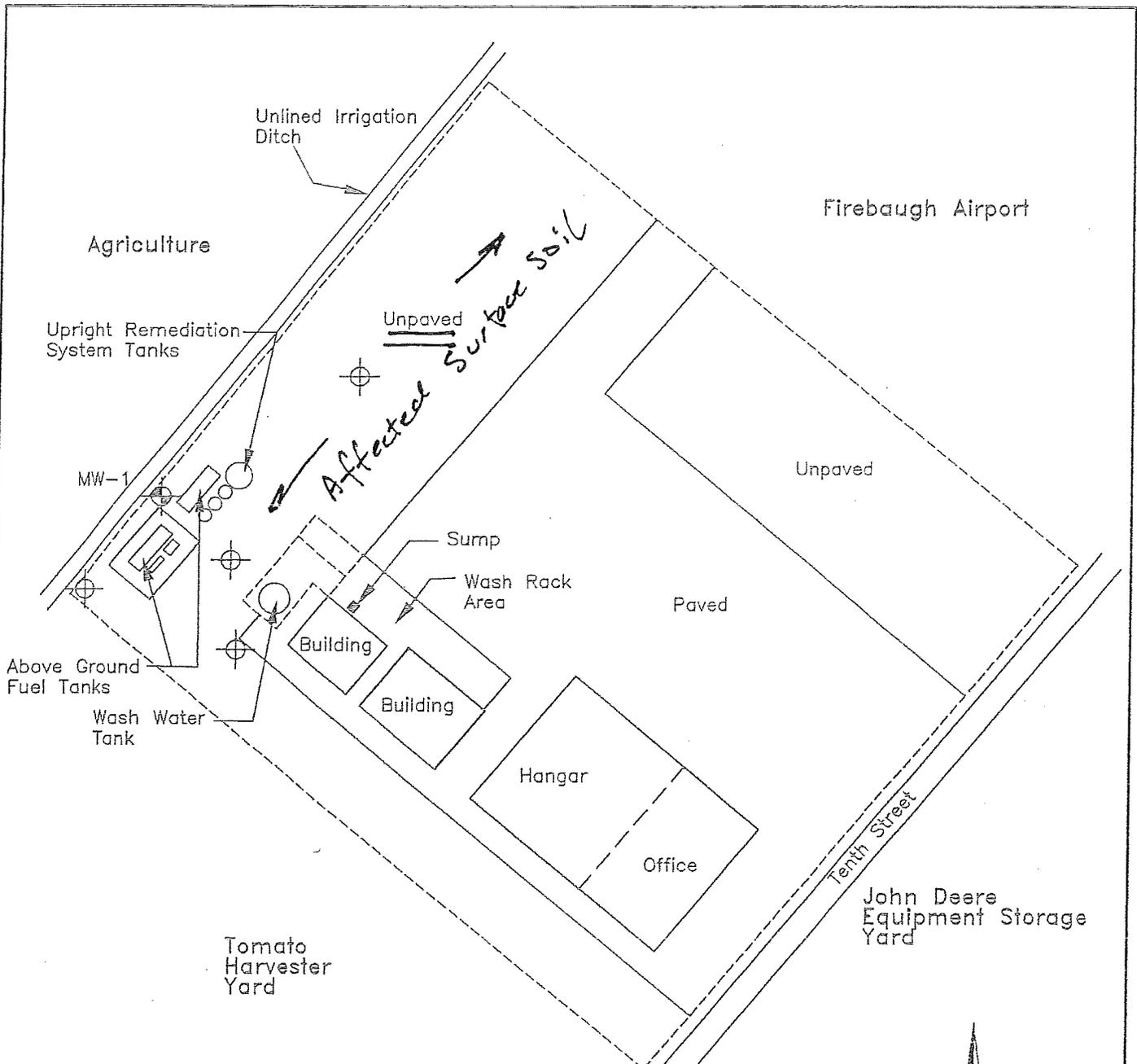
Figure 2

Plot Date: 02/28/08 4:08pm. Plotted by: catherine  
 Drawing Path: K:\0205\020502\Firebaugh\_Drawing Name: 9944\_002.dwg

EXHIBIT C -1

AREA OF AFFECTED SURFACE SOILS

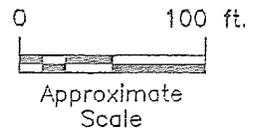
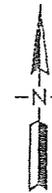
"THE NORTHERN UNPAVED PORTION"



**EXPLANATION**

- ⊕ Approximate location of existing monitoring well
- ⊕ Approximate location of proposed monitoring well
- Fence

NOTE: Figure based on Plate 2 of 1994 "Draft Remedial Action Plan" by Fugro West, Inc.



project\3662-02 07/03/96

Reviewed by: <i>JZA</i>	<b>SITE PLAN</b> <b>TRI AIR FACILITY</b> 915 Tenth Street, Firebaugh, California	Project No. C3662
Approved by: <i>DJS</i>	 <b>GEOMATRIX CONSULTANTS, INC.</b> Engineers, Geologists, and Environmental Scientists	Figure 2

EXHIBIT C-2

POTENTIOMETRIC SURFACE OF CONTAMINATED FIRST ENCOUNTERED  
GROUNDWATER FOR DINOSEB, BENZENE AND TOTAL PETROLUEM  
HYDROCARBONS

38

**Explanation**

- △ Push probe groundwater sampling location
- ⊕ Existing monitoring well
- 4,700 Dinoseb concentration in groundwater in micrograms per liter (µg/L), shallow zone (12-15 feet)
- ND(D) Dinoseb concentration in groundwater in µg/L, deep zone (50 feet)

Lines of equal concentration of dinoseb in µg/L, dashed where inferred, queried where uncertain

Building  
Fence line

**Notes:**

- Dinoseb results are from December 2006 - March 2007 groundwater samples.
- Samples were of first encountered groundwater unless otherwise noted. At location HP-6 (A-C) and HP-18 (A-C), hydroponic samples (D) were collected at 48 to 50 feet below ground surface.
- Duplicate samples were collected from HP-10.
- Site plan is derived from SSB 1982 and Geomatrix 1997.
- Extent of Dinoseb evaluated to 2 µg/L, as specified by California Regional Water Quality Control Board - Central Valley Region staff.

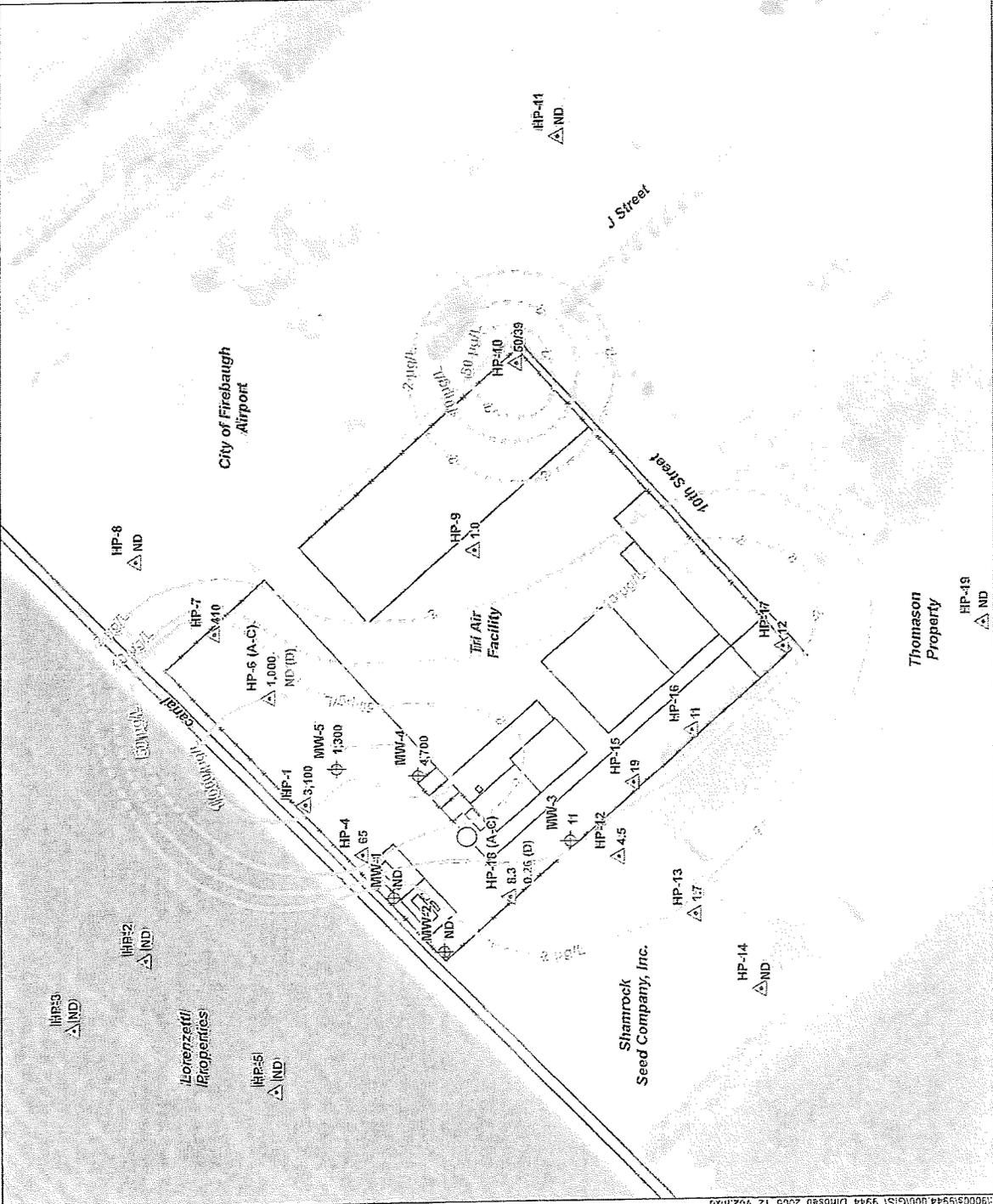
APPROXIMATE SCALE IN FEET  
0 50 100

APPROXIMATE SCALE IN METERS  
0 20 40

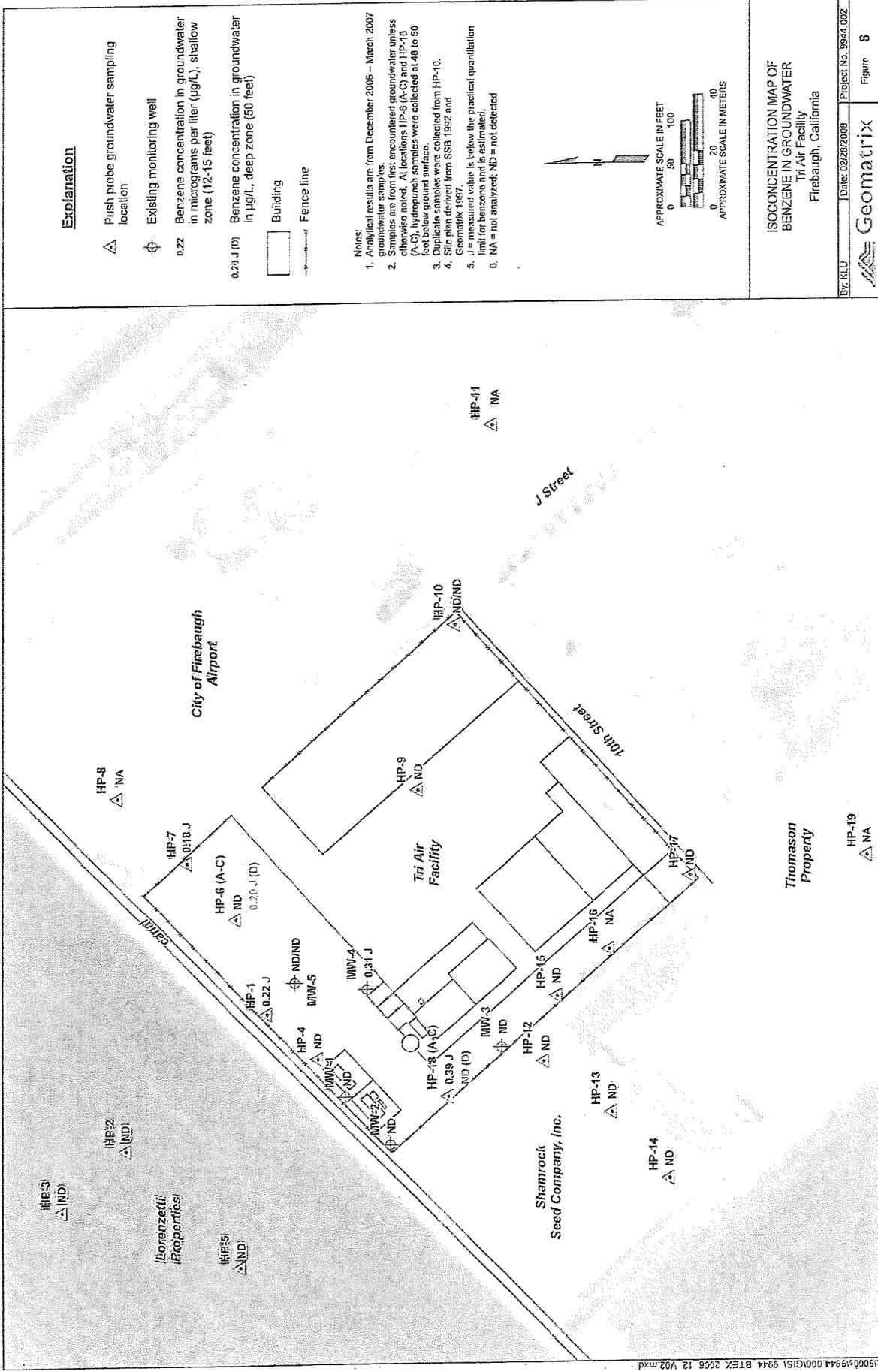
**ISOCONCENTRATION MAP OF DINOSEB IN GROUNDWATER**  
Tri Air Facility  
Firebaugh, California

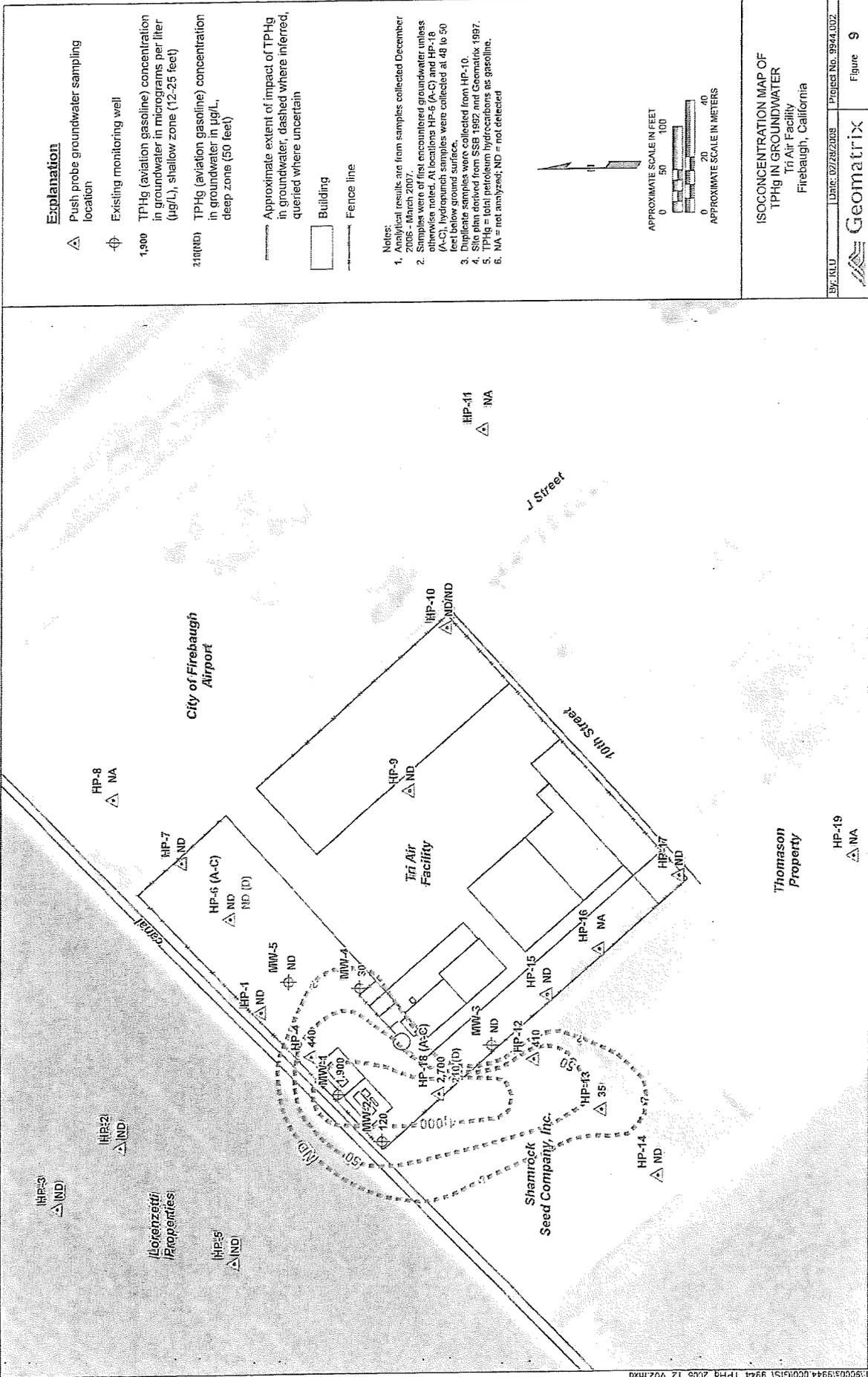
Project No. 9944.002  
Figure 7

Geomatrix



bt





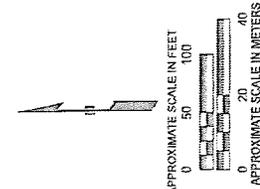
**Explanation**

- △ Push probe groundwater sampling location
- ⊕ Existing monitoring well
- 1,900 TPHg (aviation gasoline) concentration in groundwater in micrograms per liter (µg/L), shallow zone (12-25 feet)
- 210(NB) TPHg (aviation gasoline) concentration in groundwater in µg/L, deep zones (50 feet)

- Approximate extent of impact of TPHg in groundwater; dashed where inferred, queried where uncertain
- ▭ Building
- Fence line

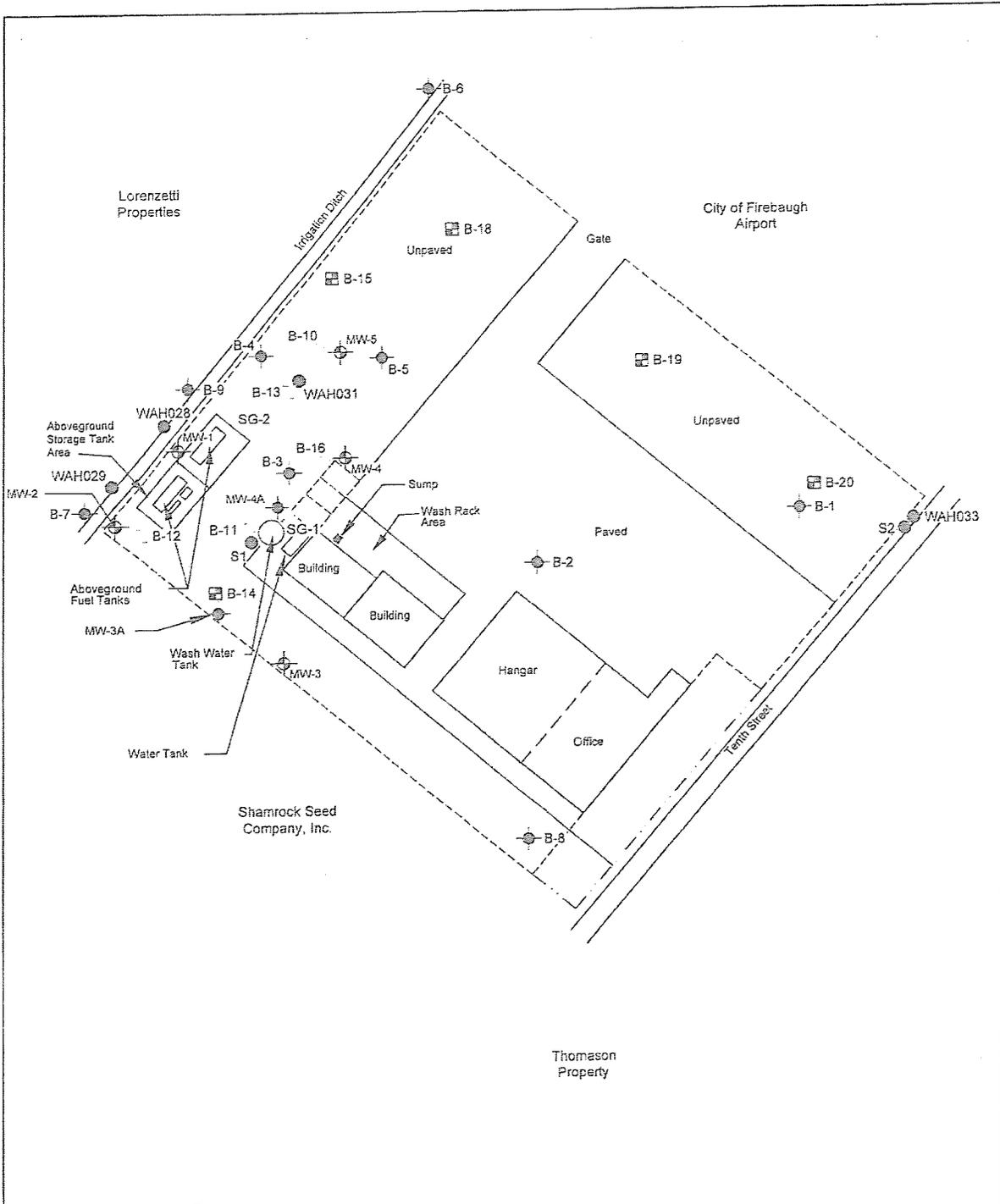
**Notes:**

1. Analytical results are from samples collected December 2006 - March 2007.
2. Samples were of first encountered groundwater unless otherwise noted. At locations HP-5 (A-C) and HP-16 (A-C), hydrant samples were collected at 48 to 50 feet below ground surface.
3. Duplicate samples were collected from HP-10.
4. Samples were collected from MW-1 and MW-2 and MW-3 and MW-4 and MW-5.
5. TPHg is total petroleum hydrocarbon as gasoline.
6. NA = not analyzed; ND = not detected.



ISOCONCENTRATION MAP OF  
TPHg IN GROUNDWATER  
Tri Air Facility  
Firebaugh, California

EXHIBIT C-3  
MONITORING WELL LOCATIONS

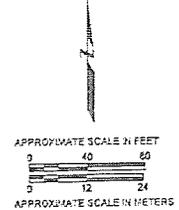


**Explanation**

- Approximate location of monitoring wells
- Approximate location of shallow soil borings drilled by Twining Laboratories and Geomatrix Consultants
- Approximate location of surface soil samples by DTSC and Twining Laboratories
- Location of March 2005 additional soil assessment borings
- Location of March 2005 additional soil assessment boring and soil gas vapor sample
- Location of March 2005 soil gas vapor sample
- Fence
- Property line

**Note:**

1. Location B-17 was not advanced due to standing water.



BASEMAP MODIFIED FROM plate 2 of 1994 "DRAFT REMEDIAL ACTION PLAN" BY FUGRO WEST, INC.

<b>SITE PLAN</b> Tri Air Facility Firebaugh, California		
By: KLU	Date: 02/29/08	Project No. 9944.002
Geomatrix		Figure 2

Plot Date: 02/29/08 - 9:48am, Plotted by: asyubin  
 Drawing Path: K:\GIS\020802\Facility\020802.dwg, Sheet: 02 of 02