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RECORDING REQUESTED BY:

Placerita Land and Farming Co.
10457 Laramie Avenue
Chatsworth, California 91311



WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Brownfields and Environmental Restoration Program
8800 Cal Center Drive
Sacramento, California 95826
Attention: Ms. Beverly Rikala

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: County of Los Angeles Assessor's Parcel Numbers 2848-011-010 and
2848-012-085 Los Angeles County, Placerita Land and Farming Co., Site Code 301146.

This Covenant and Agreement ("Covenant") is made by and between Placerita Land and Farming Co. (the "Covenantor"), the current owner of certain property situated in an unincorporated area in Los Angeles County, near Newhall, State of California, described in Exhibit A which is attached and incorporated by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety and/or the environment as a result of the presence under the surface of the land (i.e., soil vapor and groundwater) of hazardous materials, as defined in Health and Safety Code section 25260. The

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3

1.02. Specific portions of the Property, referred to as "Restricted Property" and more particularly described in Exhibit B, which is attached and incorporated by this reference, are those portions whose use is restricted by this Covenant. For the groundwater media, the Restricted Property is the entire Property and for soil vapor the Restricted Property is two small areas located in the areas generally described as Level 2 and Level 7, in the RCRA Facility Investigation documents.

1.03. The Parties entered into a Stipulation and Order, Docket No. HWCA P4-01/02-003, dated June 28, 2002, resolving the Enforcement for Corrective Action, dated January 29, 2002, to conduct corrective action at the Property, in accordance with the requirements of the Hazardous Waste Control Law, at Health and Safety Code section 25100 et seq., and the federal Resource Conservation and Recovery Act ("RCRA"), at 42 U.S.C. section 6901 et seq. Hence, the Facility is subject to corrective action requirements of the Hazardous Waste Control Law, including Health and Safety Code section 25200.10.

1.04. The Department has conducted a RCRA Facility Investigation (RFI) at the Property. The RFI evaluated soil, soil vapor, and groundwater contamination on the Property. No hazardous substances, including perchlorate, were found in soil at concentrations exceeding screening levels. Hazardous substance contamination was found in soil vapor and groundwater in the Restricted Property at concentrations that could pose a risk for certain uses of the Restricted Property. Contaminants of concern include several volatile organic compounds (VOCs) (predominantly benzene, chloroform, trichloroethene,

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tetrachloroethene, and vinyl chloride) and 1,4-Dioxane. VOCs were detected in soil vapor on Levels 2 and 7, and groundwater contaminants were found in the groundwater under Levels 2, 5, and 7. The groundwater contaminants on the Property are listed in Appendix 1, and the soil vapor contaminants are listed in Appendix 2.

A Health Risk Assessment prepared for the Property identified two areas with unacceptable risk, should the Restricted Property be used for residential or commercial use. Level 2 of the Restricted Property showed unacceptable risk for residential use from benzene vapor intrusion into indoor air and Level 7 of the Restricted Property showed unacceptable risk for residential use from vinyl chloride vapor intrusion into indoor air. The Property's underlying groundwater contains VOC contamination that precludes direct use.

1.05. The Department is requiring this Covenant as part of the facility corrective action. The Department circulated a Draft Corrective Measures Study (CMS) and Proposed Remedy, which contained an evaluation of corrective measure alternatives, together with a draft Notice of Exemption, pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq., for public review and comment from March 19, 2009 to May 14, 2009. Because hazardous substances, listed in Appendix 1 and Appendix 2, remain in the soil and groundwater at portions of the Property at concentrations that exceed levels appropriate for unrestricted use, the Department selected land use restrictions, in the form of a Land Use Covenant, as the final corrective measure for the Property. The Department approved the Corrective Measures Study, prepared the Notice of Exemption, and selected the final corrective measure on June 30, 2009.

5

1.06. The objectives of this Land Use Covenant are to:

(a) Protect human health from potentially-impacted indoor air by restricting the construction of buildings used for human occupancy over the soil vapor-impacted areas or by reducing concentrations in indoor air to risk levels below 1×10^{-6} theoretical lifetime excess cancer risk for carcinogens, or below a hazard index of 1 for noncarcinogenic risks through the use of engineering controls.

(b) Protect human health from possible future consumption of groundwater-containing chemicals above risk-based concentrations (drinking water maximum contaminant levels (MCLs)) by prohibiting future extraction of VOC-contaminated groundwater for any use.

ARTICLE II

DEFINITIONS

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

2.02. 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.

2.03. Occupant. "Occupant" means Owners and any persons or entities entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon, and subject to which, the Property (the LUC is for the entire Property) and every portion of it shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every one of the Restrictions: (a) shall run with the land pursuant to Health and Safety Code sections 25202.5 and 25202.6 and Civil Code section 1471; (b) shall inure to the benefit of and pass with each and every portion of the Property; (c) shall apply to and bind the respective successors in interest to the Property; (d) are for the benefit of, and shall be enforceable by the Department; and (e) are imposed upon the entire Property unless expressly stated as applicable only to a specific portion.

3.02. Binding upon Owners/Occupants. Pursuant to Health and Safety Code section 25202.5(b), this Covenant shall be binding upon the Covenantor and all of the Owners of the land, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code

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section 1471(b), all successive Owners of the Property are expressly bound by this Covenant for the benefit of the Department.

3.03. Written Notice of Hazardous Substance Release. The Owner shall, prior to the sale, lease, or rental of the Property, give written notice that a release of hazardous substances has come to be located on or beneath the Property, pursuant to Health and Safety Code section 25359.7. Such written notice shall include a copy of this Covenant.

3.04. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

3.05. Conveyance of Property. Covenantor agrees that the Owner shall provide notice to the Department not later than 30 days after conveyance of any ownership interest in the Property (except for mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect such proposed conveyance, except as otherwise provided by law, administrative order, or specific provision of this Covenant.

3.06. Costs of Administering this Covenant to be paid by Owner. The Department has incurred and will in the future incur costs associated with the administration of this Covenant, including any inspection of the Property. Therefore, the Covenantor hereby covenants for itself 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 for administering the Covenant. Notwithstanding California Civil Code section 1466, in

the event the Property ownership changes between the time when the costs were incurred and the invoice for such costs is received, each Owner of the Property for the period covered by the invoice, as well as the then-current Owner is responsible for such costs.

ARTICLE IV
RESTRICTIONS

4.01. Prohibited Uses. The Restricted Property areas on Levels 2 and 7, as described in Exhibit B, shall not be used for any of the following purposes without appropriate engineering control mechanisms for vapor intrusion:

- (a) Any enclosed residence, including any mobile home or factory-built housing, constructed or installed for use as residential human habitation
- (b) Any enclosed commercial use
- (c) A hospital for humans
- (d) A public or private school for persons under 21 years of age
- (e) A day care center for children
- (f) A long-term care facility
- (g) Any enclosed buildings for storage or restrooms, or other intermittent or periodic occupancy, without the benefit of open-air ventilation at gables and/or floors

9

4.02. Soil Management in Soil Vapor Restricted Property.

- (a) Notification to the Department prior to construction activities that will disturb subsurface (below six (6) inches) soil in the soil vapor Restricted Property areas. The Owner shall notify the Department no less than 60 days prior to proposed land use changes that are inconsistent with the land use covenant objectives identified in Section 1.06 above.

4.03. Prohibited Activities. The following activities are prohibited at the Property:

- (a) No groundwater shall be extracted on the Property for any purposes without prior approval of the Department.

4.04. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant, and submit an annual inspection report to the Department by January 15th of each calendar year. The annual report shall describe how all the requirements outlined in this Covenant are being met. The annual inspection report must include the dates, times, and names of those who conducted and reviewed the annual inspection. It also shall describe how the observations were performed (e.g., drive-by, walk-in, etc.) and the basis for the statements and conclusions in the annual inspection report. If violations of this Covenant 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 this Covenant and demand that the violation cease immediately. Additionally, copies of any correspondence related to the enforcement of the Covenant shall be sent to the Department within 10 days of its original transmission.

ARTICLE V

ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor and/or Owner to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department, by reason of this Covenant, to require that the Covenantor and/or Owner modify or remove any improvements. "Improvements" means all buildings, roads, driveways, and paved parking areas, constructed or placed upon any portion of the Property constructed in violation of the Restrictions. Violation of this Covenant shall be grounds for the Department to file civil and/or criminal actions against the Covenantor and/or Owner as provided by law.

ARTICLE VI

VARIANCE, TERMINATION, AND TERM

6.01. Variance. Any Owner, or with the Owner's written consent, any Occupant of the Property or any portion of the Property may apply to the Department for a written

variance from the provisions of this Covenant. The application shall be made in accordance with Health and Safety Code section 25202.6.

6.02. Termination. Any Owner, or with the Owner's written consent, any Occupant of the Property or any portion of the Property, may apply to the Department for a termination of the Restrictions or other 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 25202.6.

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 of it to the general public or anyone else for any purpose.

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

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Appendices and Exhibits, in the County of Los Angeles within thirty (30) days of the Covenantor's receipt of a fully-executed original.

7.04. Notices. Whenever any person gives or serves any notice ("Notice" means 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 business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Thomas F. Treinen, Owner
Placerita Land and Farming Company
10457 Laramie Avenue
Chatsworth, California 91311-2532

With a copy to: Kenneth J. Berke
Berke, Kent & Ward, LLP
23901 Calabasas Road, Suite 2068
Calabasas, CA 91302

To Department: Performance Manager
Department of Toxic Substances Control
Brownfields and Environmental Restoration Program
Sacramento Office
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. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with

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the purposes of this Covenant, as deemed necessary by the Department in order to protect human health or safety and/or the environment.

7.06. Partial Invalidity. If any portion of the Restrictions or other term set forth in this document is 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.

114

IN WITNESS WHEREOF, the Parties execute this Covenant.

Date: 8-25-09 2009

Covenantor:

Placerita Land and Farming Co.
A California general partnership

By: Treinen Family Partners, L.P.
a California limited partnership
Its: General Partner

By: Thomas & Patricia Treinen Family Trust
Its: General Partner

By: Thomas F. Treinen
Thomas F. Treinen, Trustee

State of California

County of LOS ANGELES

On August 25, 2009 before me,

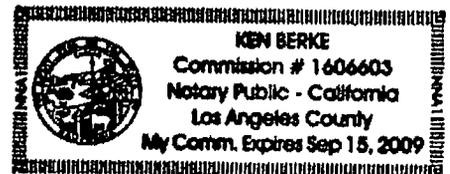
KEN BERKE, NOTARY PUBLIC
(space above this line is for name and title of the officer/notary),

Personally appeared THOMAS F. TREINEN

_____, 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 Ken Berke (Seal)



RECORDER MEMO: This COPY has not been QUALITY ASSURED.

ESCROW NO.: 102847-PV TITLE ORDER NO.: 2960151-60

ACKNOWLEDGMENT

State of California

County of Los Angeles

On August 25, 2009 before me, KEN BERKE

A Notary Public in and for said State personally appeared _____

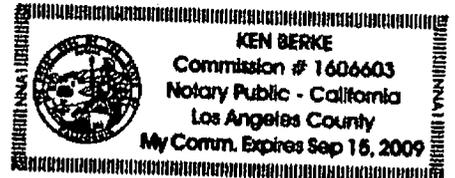
THOMAS F. TREMPER

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 Ken Berke



(Seal)

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Signature _____ (Seal)

Date: ~~8~~⁸/29, 2009

Placerita Land and Farming Co.
a California general partnership

By: JUANA NEUBAUER, Trustee of
THE NEUBAUER FAMILY TRUST,
dated March 7, 1985

Its: General Partner

By: Juana Neubauer
Juana Neubauer, Trustee

State of California

County of _____

See Attached For Notary

On _____ before me,

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

Personally appeared _____

_____, 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.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

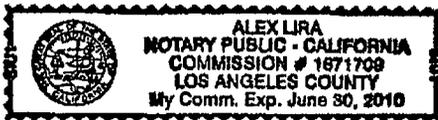
State of California
County of Los Angeles

On August 29, 2009 before me, Alex Lira, Notary Public,

personally appeared Juana Neubauer Notary Public
Name(s) of Signer (s)

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 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]
Signature of Notary Public

OPTIONAL INFORMATION

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

Capacity Claimed by Signer

- INDIVIDUAL
- CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

Environmental Restriction

TITLE OR TYPE OF DOCUMENT

- TITLE(S)
- PARTNER LIMITED GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER: _____

NUMBER OF PAGES

DATE OF DOCUMENT

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18

Date: August 26 2009

Department:

Department of Toxic Substances Control

By: Beverly Rikala

Name: Beverly Rikala

Title: Hazardous substances Engineer

State of California

County of Sacramento

On August 26, 2009, before me, Kathleen C. Duncan Notary Public, personally appeared, Beverly Rikala, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within (attached) instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person 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 Kathleen C. Duncan



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APPENDIX 1

LIST OF GROUNDWATER CONTAMINANTS

(found at levels below 100 ppb)

Benzene

Chloroform

cis-1,2 DCE

trans 1,2 DCE

1,1 DCA

1,1 DCE

1,4 Dioxane

PCE

TCE

Toluene

Vinyl Chloride

Xylene

20

APPENDIX 2

LIST OF SOIL CONTAMINANTS

Acetone(4)	Freon 113
1,1 Dichloroethane	Methylene Chloride
1,1 Dichloroethene	Vinyl Chloride
1,2 Dichloroethane	sec-Butylbenzene
cis-1,2-Dichloroethene	Isopropyl-benzene
Tetrachloroethylene	n-Propylbenzene
1,1,1 Trichloroethane	1,2,3-Trimethylbenzene
1,1,2 Trichloroethane	1,3,5-Trimethylbenzene
Trichloroethylene	Benzene
Bromodichloromethane	Toluene
2-Butanone	Ethylbenzene
Carbon Disulfide(4)	Xylene
Chloroethane	Methyl-tertbutylether
Chloroform	Ethyl-tertbutylether
Chloromethane	Tert-amylmethylether
Chlorobenzene	Tert-butylalcohol

25

Exhibit "A"

Preliminary Parcel Descriptions

PARCEL 1: That portion of the Southwest Quarter of the Northwest Quarter, of Section 2, Township 3 North, Range 15 West, of the San Bernardino Meridian, according to the Official Plat thereof, within the unincorporated territory of the County of Los Angeles, State of California, more particularly described as Parcel 2 in the Lot Line Adjustment Document No. 05-2130039I, recorded September 2, 2005, and more commonly referred to as Assessor's Parcel No. 2848-012-085.

PARCEL 2: The North half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 2, in Township 3 North, Range 15 West, of the San Bernardino Meridian, within the unincorporated territory of the County of Los Angeles, State of California, according to the official plat of said land filed in the District Land Office on February 9, 1882, more commonly referred to as Assessor's Parcel No. 2848-011-010.

22

Exhibit "B"

Restricted Property

1. For issues related to the use of groundwater as described in this Covenant, the Restricted Property is the entire Property as described in Exhibit A.
2. For issues related to the use of the land (e.g., limitations on the construction of buildings and/or disturbance of subsurface soils) as described in this Covenant, the Restricted Property is comprised of the following two areas:
 - a) Level 2 - Soil Vapor Restricted Area: A circular area having a radius of 225 feet and a geographic center point with the coordinates: North 34 degrees, 22.473 minutes and West 118 degrees, 25.685 minutes.
 - b) Level 7 - Soil Vapor Restricted Area: A circular area having a radius of 190 feet and a geographic center point with coordinates: North 34 degrees, 22.172 minutes and West 118 degrees, 25.647 minutes.



23

Department of Toxic Substances Control

Linda S. Adams
Secretary for
Environmental Protection

Maziar Movassaghi
Acting Director
9211 Oakdale Avenue
Chatsworth, California 91311

Arnold Schwarzenegger
Governor

August 24, 2009

Kenneth J. Berke, Esq.
Berke, Kent & Ward, LLP
23901 Calabasas Road, Suite 2068
Calabasas, CA 91302

IN THE MATTER OF: FORMER SPECIAL DEVICES, INCORPORATED SITE,
NEWHALL, LOS ANGELES COUNTY EPA ID NO. CAD981387590

Dear Mr. Berke:

This letter serves as clarification of the language and intent of the Covenant to Restrict Use of Property Environmental Restriction (also known as "Land Use Covenant" or "LUC") for the Former Special Devices, Incorporated site, Newhall, Los Angeles County EPA ID No. CAD981387590.

It is the Department of Toxic Substances Control's ("DTSC") position that the LUC applies to the Covenantor only for the time in which the Covenantor holds title to the property. Once the Covenantor sells the property, and title has transferred to the new owner, the Covenantor is no longer bound by the terms and conditions set forth in the LUC as they apply to the "Owner".

Specifically, Section 2.02, Owner refers to the Covenantor as the owner only for that time in which the Covenantor holds title to the property. Similarly, Section 3.02, Binding upon Owners/Occupants only binds the Covenantor for that time in which the Covenantor holds title to the property. Also, Section 3.05, Conveyance of Property requires that the Covenantor, only during that time period when it is the owner of the property, provide notice to DTSC regarding conveyance of any ownership interest in the property. And, Section 3.06 Costs of Administering this Covenant to be paid by Owner, provides that the Covenantor, only during that time period when it is the owner of the property, will pay the costs of administering the LUC.

Sincerely,

Debra Schwartz, Senior Staff Counsel
Office of Legal Affairs
Department of Toxic Substances Control

Beverly Rikala, HSE
Hazardous Waste Permitting Team
Department of Toxic Substances Control

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

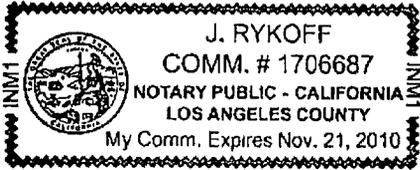
On 8-31-09 before me, J. RYKOFF NOTARY public
Date Here Insert Name and Title of the Officer

personally appeared DEBRA SUE SCHWARTZ
Name(s) of Signer(s)

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.



Place Notary Seal Above

Signature J. Rykoff
Signature of Notary Public

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: LETTER TO KENNETH J. BERKE, ESQ

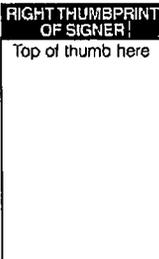
Document Date: 8-24-09 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

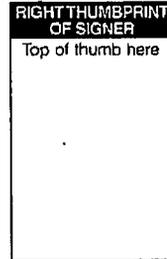
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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: _____

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25

State of California
County of Sacramento

On August 26, 2009, before me, Kathleen C. Duncan, Notary Public, personally appeared, Beverly Richala, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within (attached) instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person 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 Kathleen C. Duncan