RECORDING REQUESTED BY:
Pechiney Cast Plate Inc.
4700 Daybreak Parkway
South Jordan, Utah 84095

WHEN RECORDED MAIL TO:
Department of Toxic Substances Control

Notes: ~~1) APN's to be inserted after Lot Line Adjustment.~~

~~2~~1) Changes to definition of "Owner" may be needed if executed by the City of Vernon after Closing.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LAND USE COVENANT AND AGREEMENT

ENVIRONMENTAL RESTRICTIONS

County of Los Angeles, Assessor's Parcel Numbers ~~[leave out]~~6310-008-020 and 6310-008-021
Former Pechiney Cast Plate Facility, Vernon, California [Site No. 301396-00]

This Land Use Covenant and Agreement – Environmental Restrictions ("Covenant") is made and entered into as of the date last written below, by and between Pechiney Cast Plate, Inc. a Delaware corporation ("Owner"), the current owner of certain property situated at 3200 Fruitland Avenue, Vernon, County of Los Angeles, State of California, legally described in Exhibit A ("Original Property") and depicted on Figures 1 and 2 of Exhibit B, (the "Property") and the California Department of Toxic Substances Control (the "Department," which includes its successor agencies, if any). This Covenant covers the northern portion of the Original Property situated at 3200 Fruitland Avenue (Exhibit B). 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 California Health and Safety Code section 25260 and "Hazardous Substances" (as defined in California Health and Safety Code section 25316) (collectively, "Hazardous Substances"). Owner and the Department hereby agree, pursuant to California Civil Code section 1471, and California Health and Safety Code sections 25222.1 and 25355.5 that the use of the Property be restricted as set forth in this Covenant and that the Covenant conforms with the requirements of the California Code of Regulations, Title 22, section 67391.1. The parties further intend that the provisions of this Covenant shall also be for the benefit of, and enforceable by, the United States Environmental Protection Agency (the "EPA") as a third party beneficiary, although the EPA is not a party to this Agreement.

ARTICLE I
STATEMENT OF FACTS

1.1 Property Location. The Property consists of two legal parcels, totaling approximately 633,191 square feet as more particularly described in Exhibit A. The Property was formerly (prior to a lot line adjustment) part of the Original Property that consisted of four legal parcels which totaled approximately 26.9 acres. The Property is located at the southeasterly corner of the intersection of Boyle Avenue and Fruitland Avenue, and bears Los Angeles County Assessor's Parcel Numbers set forth above. The Property was used for manufacturing high-precision cast aluminum plates from about 1937 until about 2005. The Property is currently zoned for industrial use. The future property use will remain industrial or commercial. The surrounding land uses are zoned industrial or commercial.

1.2 Remediation of the Property.

1.2.1 Remedial investigations conducted at the Original Property identified volatile organic compounds ("VOCs"), petroleum hydrocarbons (as Stoddard solvent), polychlorinated biphenyls ("PCBs"), and metals (mainly arsenic) in soil; VOCs and Stoddard solvent in soil vapor; and PCBs in concrete building floor slabs. These investigations also identified VOCs, including trichloroethene~~, and~~ ("TCE"), tetrachloroethene~~,~~ ("PCE"), 1,2-dichloroethane ("1,2-DCA"), and chloroform in groundwater beneath the Property. Groundwater is present at a depth of approximately 145 to 150 feet. Remedial investigation and screening level human health risk assessment ("HHRA") findings for the Property are summarized in the Feasibility Study (AMEC, May 2012). Based on the HHRA, site-specific remediation goals were established for the contaminants in soil vapor, soil, and concrete at the Property under future industrial land use. Potential off-site beneficial use of groundwater was evaluated using maximum contaminant levels ("MCLs").

1.2.2 Owner prepared a Remedial Action Plan (as amended, the "RAP") to mitigate concrete, soil and groundwater impacts at the Original Property under the oversight of the Department. The RAP (AMEC, June 2012) was prepared pursuant to an Imminent and Substantial Endangerment Determination and Consent Order signed by Owner on June 29, 2010 and by the Department on July 6, 2010. Pursuant to Code of Federal Regulations, Title 40~~,~~ ("40CFR"), Subchapter R, Toxic Substances Control Act~~,~~ ("TSCA"), the EPA has oversight for PCB-impacted soil and concrete. Mitigation of the PCB-impacted concrete and soil was approved by the EPA. Pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) the RAP was released for public review and comment and subsequently approved by the Department on June 28, 2012. The RAP was amended by an Addendum dated May 20, 2013. Based on site-specific remediation goals developed for contaminants present in concrete, soil, and soil vapor at the Property, impacted media will be mitigated to industrial levels.

1.2.3 Implementation of the RAP began in December 2012, with the installation of soil vapor extraction ("SVE") systems to mitigate VOC-impacted soil in the northern portion of the Original Property and Stoddard solvent-impacted soil in the southern portion of the Original Property. ~~PCB and metals impacted soil were excavated and removed from the Property as described in the RAP. The~~ In these areas~~.~~, VOCs and Stoddard solvent (and associated ~~with the Property that were mitigated under the RAP are shown on Exhibit C~~VOCs) remain in soil above the RAP remediation goals. Currently, operation and maintenance ("O&M") activities for the SVE systems and groundwater monitoring are ongoing. The location of the SVE ~~systems~~system and groundwater monitoring wells on the Property are also shown on Figure 1 of Exhibit C. The O&M of the SVE ~~systems~~system and groundwater monitoring wells will be pursuant to an Operation and Maintenance Agreement to be executed by Owner and the Department (the "O&M Agreement").

~~1.2.4 Soil remaining in place at depths greater than 15 feet below native grade with PCBs concentration above the approved remediation goal (23 milligrams/kilogram) are covered with a physical underground warning barrier that consists of a concrete layer covered with an orange liner. The locations of the underground warning barriers are shown in Exhibit D.~~

~~1.2.5~~1.2.4 Based on groundwater monitoring well data, VOCs have been detected in groundwater beneath the Property. These VOCs include TCE, PCE, 1,1-dichloroethene ("1,1-DCE"), chloroform, 1,2-DCA and to a lesser extent other VOCs at concentrations ranging from 0.5 micrograms/liter (µg/L) up to 5,700 µg/L.

1.2.5 Beginning in August 2013, PCB-impacted concrete, and PCB, metals, and total petroleum hydrocarbon ("TPH") impacted soils were excavated and removed from the Property as described in the RAP. The areas associated with the Property where soil was mitigated under the RAP are shown on Figure 2 of Exhibit C.

1.2.6 During the implementation of the RAP and the Below Grade Demolition Plan (AMEC, August 2012), concrete slabs, pavement, footings, foundations, structures (in the upper 10 feet relative to native grade), and underground utilities (upper 3 feet) were removed as part of the below grade demolition work. Locations where structures were left in place at a depth of 10 feet relative to native grade are shown on Figure 1 of Exhibit D and survey information is provided on Figures 2 through 15 of Exhibit D. Concrete associated with one structure (referred to as #FDC4) contains PCBs at concentrations above 1 milligram/kilogram ("mg/kg"). This structure is covered with a physical underground warning barrier ("UWB") that consists of a 6-inch concrete layer covered with an orange liner. The surface elevation of the UWB is approximately 171 feet mean sea level ("MSL") (see Figure 6 of Exhibit D). The remaining concrete of this structure contains PCBs at concentrations up to 4600 mg/kg. Soil and pea gravel within the structure contains PCBs at concentrations up to 12 mg/kg.

1.2.7 For total PCBs in soil, the site-specific remediation goals were established for PCBs at a certain depth intervals; ground surface to 5 feet below native grade (above178 feet mean sea level [MSL]) at 3.5 mg/kg, 5 feet to 15 feet below native grade (178 to

above 168 feet MSL) at 23 mg/kg, and below 15 feet below native grade (below or equal to 168 feet MSL) above 23 mg/kg. For Aroclor 1254, the remediation goal for ground surface to 15 feet below native grade was 2.0 mg/kg. Because these remediation goals are depth-specific relative to native grade, earthwork must be conducted in accordance with a Soil Management Plan (refer to Article II, 4.2). A map depicting the native grade elevations is shown on Figure 16 of Exhibit D.

1.2.8 Soil removals were conducted for PCBs using the depth interval remediation goals from ground surface to a depth of 15 feet (native grade). Exposure point concentrations based on a 95% upper confidence limit (95% UCL) of the arithmetic mean of the PCBs concentrations was used to estimate a reasonable maximum exposure (RME) scenario to demonstrate that the RAP soil removals achieved the PCB remedial goals. EPA ProUCL software, version 5.0.00 (EPA, 2013) was used to calculate the UCLs. Based on the ProUCL results, for the outdoor commercial/industrial worker (exposure to soil to a depth of 5 feet) and construction worker (exposure to soil to a depth of 15 feet), the estimated cancer risks and noncancer hazards from direct contact soil exposure to PCBs were below the *de minimus* target levels of $1x10^{-6}$ and 1.0, respectively.

1.2.9 Soil remaining in place at depths greater than 15 feet below native grade with PCB concentrations above the approved remediation goal (23 mg/kg) are covered with a physical UWB. The locations where soil is covered with the UWB are shown on Figure 1 of Exhibit D, along with the in situ maximum PCB concentrations recorded during the implementation of the RAP.

1.2.10 Concrete containing PCBs at concentration greater than 1 mg/kg was removed and shipped off the Property for disposal. Crushed concrete that was used on the Property as backfill and surface cover may contain PCBs at concentrations less than or equal to 1 mg/kg. The area where crushed concrete was placed at the Property is shown on Figure 17 of Exhibit D. These materials shall be maintained onsite.

1.2.11 As detailed in the ~~Implementation~~Phase Area Completion Reports, which were required under the Consent Order for the RAP soil removals, approved by the Department and the EPA, soils within portions of the Property, to a depth of 15 feet or more below ~~the surface~~native grade, contain hazardous substances, which include ~~the contaminants of concern in the ranges set forth below~~PCBs, petroleum hydrocarbons (C6 to C44), VOCs, and metals. Engineering controls, such as a vapor barrier, may be required for redevelopment in areas where VOCs remain in soil. The need for engineering controls shall be evaluated as part of the redevelopment plans for the Property. The concentrations of the substances remaining in soil are summarized ~~in~~ on Tables 1 through 4 of Exhibit E. Sample locations are shown on Figures 1 through 6 of Exhibit E. Hazardous Substances remain at the Property above concentrations acceptable for unrestricted land use.

~~Soil – VOCs, PCBs, TPH (to be updated with final results)~~

~~Groundwater- VOCs (to be updated with final results)~~

1.3 Basis for Environmental Restrictions. As a result of the presence of Hazardous Substances on the Property, the Department and the EPA have concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as part of the Department-approved remedy for the Property. The Department and the EPA have also concluded that the Property, as remediated and when used in compliance with the Environmental Restrictions (as defined below), does not present an unacceptable risk to present and future human health or safety or the environment.

ARTICLE II
DEFINITIONS

Capitalized terms used in this Covenant, which are not otherwise defined, have the following meanings:

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

2.2 "Engineering Controls" means refer to physical structures, such as vapor barriers or caps, which reduce exposure to contaminants.

2.3 "Environmental Restrictions" means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions set forth in this Covenant.

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

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

2.6 "Owner" means Pechiney Cast Plate, Inc. and any successor in interest, including any heir or assignee who at any time holds title to all or any portion of the Property.

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

ARTICLE III
GENERAL PROVISIONS

3.1 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 California Civil Code Section 1471, and California Health and Safety Code Section 25355.5; (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 the EPA, and (d) is imposed upon the entire Property unless expressly stated as applicable only to

a specific portion thereof.

3.2. Binding upon Owners/Occupants. This Covenant: (a) binds all Owners of the Property, their heirs, successors, and assignees; and (b) the agents, employees, and lessees of the Owners and 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; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy. The provisions of this Covenant shall also be for the benefit of, and enforceable by, the EPA as a third party beneficiary.

3.3 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.

3.4 Conveyance of Property. Owner and any new Owner shall provide Notice (as defined herein) to the Department not later than thirty (30) calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The Notice shall include the name and site code as listed on page one (1) of this Covenant. The Notice shall also include the Assessor's Parcel Number(s) noted on page one (1). If the new Owner's property has been assigned a different Assessor Parcel Number, each such Assessor Parcel Number that covers the Property must be provided. The Department nor the EPA 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.

3.5 Costs of Administering the Covenants to Be Paid by Owner. The Department has already incurred and will in the future incur costs associated with this Covenant. Therefore, Owner hereby covenants for itself and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), Owner agrees to pay the Department's costs in administering, implementing and enforcing this Covenant.

ARTICLE IV
RESTRICTIONS AND REQUIREMENTS

4.1 Prohibited Uses. The Property shall not be used for any of the following purposes without prior written approval of the Department:

(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 18 years of age.

(d) A day care center for children.

(e) Any use which is not for industrial or commercial purposes.

4.2 Soil Management. Soil management activities at the Property are subject to the following requirements in addition to any other applicable Environmental Restrictions:

(a) No activities which will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth moving, mining or drilling) shall be allowed at the Property without implementation a soil management plan pre-approved by the Department and the EPA in writing. The approved Soil Management Plan for pre-construction grading and redevelopment earth work is included in Exhibit F.

i. For PCBs, soil within the upper 5 feet relative to native grade (above 178 feet MSL) may contain PCBs at concentrations below 3.5 mg/kg, and for this depth interval soil may be disturbed during site grading with no further sampling or onsite management, including those areas designated as landscaped areas. Areas where disturbance occurs shall be documented and surveyed.

ii. Soils containing PCBs at depth between 5 feet and above 15 feet (relative to native grade; interval of 178 feet MSL to above 168 feet MSL) that is disturbed during site grading or during construction of footing, foundations, or utility trenches may be consolidated and placed under the footprint of a building slab or concrete paved area (referred to as a "cap" with a minimum concrete thickness of 6-inches). In doing so, the soil placed under the cap shall be designated as containing total PCBs at concentrations of 23 mg/kg (the remediation goal for the 5 to 15 foot depth interval relative to native grade). The PCB-impacted soil consolidated under the cap shall be covered with a warning membrane, such as the orange fabric used for the UWBs, or other similar material. If the soil placed under the cap is further disturbed during construction activities (trenching, etc.), additional soil testing for total PCBs shall be conducted to verify that that the PCB concentrations in soil do not exceed 23 mg/kg.

iii. In addition, soil consolidated under the cap shall not include soil from a depth of greater than 15 feet relative to native grade. Soil at depths greater than 15 feet relative to native grade shall be designated as containing total PCBs at a concentration greater than or equal to 50 mg/kg.

iv. The cap, inspections of the cap, record keeping, and future repairs to the cap shall meet the requirements of 40 CFR 761.61(a)7. A restrictive covenant recording for the cap and underlying soil shall meet 40 CFR 761.61(a)8, and will not require a low occupancy area designation specified in 40 CFR 761.61(a)(8)(i)(A)(1) or the associated low occupancy certification specified in 40 CFR 761.61(a)(8)(i)(B). The installed overlying warning membrane and

areas where these soils are consolidated shall be documented and surveyed, and the survey information shall be added to this Covenant and recorded.

~~(a)~~(b) Soils containing other contaminants, such as TPH (and/or Stoddard solvent), VOCs or metals, shall be maintained in the area where the soil is disturbed and not relocated to another area or other portion of the Property that is not impacted.

~~(b)~~(c) 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 laws~~.~~ and the Soil Management Plan (Exhibit F).

~~(c)~~(d) No activities which will disturb the ~~underground warning barriers,~~physical UWBs shall be permitted without a soil management plan pre-approved by the Department and the EPA in writing. If the physical UWBs are disturbed, then soil and concrete under these barriers shall be managed for disposal based on in situ PCB concentrations recorded during the implementation of the RAP (Figure 1 of Exhibit D). Management and disposal of PCB-impacted soil and concrete shall be conducted in accordance with 40 CFR, Section 761.65. Soil containing PCBs shall be stored on site no longer than 30 days.

4.3 Structures Remaining in Place. The locations of structures that remain in place at depths of ten (10) feet and fifteen (15) feet below native grade (including deep soil containing PCBs covered with an UWB) are shown on Figure 1 of Exhibit D. Disturbance of the UWBs shall be addressed as noted above.

4.4. Prohibited Activities. The following activities shall not be conducted at the Property without the prior written approval of the Department:

(a) Any activities that may alter, interfere with or otherwise affect the integrity or effectiveness of the SVE systems or the groundwater monitoring wells.

(b) Any activities that may alter, interfere with or otherwise affect the integrity or effectiveness of any Engineering Controls.

(c) Any uses or activities which do not preserve the physical accessibility to and integrity of, the SVE systems, the groundwater monitoring wells and any Engineering Controls.

(d) Any activity (other than those required under the RAP) that would access, extract or use groundwater within the first water-bearing unit beneath the Property.

(e) Any drilling for water, oil or gas.

4.5 Access for Department. The Department and the EPA shall have reasonable right of entry and access to the Property at reasonable times upon reasonable advance notice to Owner or other Occupants (except in the event of an emergency), for inspection, investigation, remediation, monitoring and other activities as deemed necessary by the

Department in order to protect the human health or safety, or the environment. Owner or other Occupants may be present at the time of any such entry.

4.6 Access for Implementing Operation and Maintenance. Subject to the provisions of that certain Access License Agreement between Owner and Pechiney, which was recorded in the office of the Los Angeles City Recorder, any person or entity responsible for implementing the O&M activities, if any, shall have reasonable right of entry and access to the Property upon reasonable advance notice for the purpose of implementing such O&M activities until the Department determines that no further O&M Agreement activities are required. Owner or other Occupants may be present at the time of any such entry. All remediation systems associated with the O&M activities which are described in the RAP (including SVE systems, bioventing systems and groundwater monitoring wells) shall remain at the Property until the Department grants environmental closure.

4.7 Limitations on Access. Prior to the entry onto the Property by any person pursuant to sections 4.5 or 4.6, the person entering the Property (other than an employee of the Department or the EPA) shall provide Owner with evidence of commercially reasonable liability insurance coverage insuring against personal injury and property damage. Further, any entry onto the Property by any person pursuant to sections 4.5 and 4.6 shall be at the sole risk of such person, and Owner shall not be liable for any damage to such person or such person's property, except to the extent caused by the gross negligence or willful misconduct of Owner.

4.8 Inspection and Reporting Requirements. 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 31 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 that were the basis for the statements and conclusions in the annual inspection report were performed (e.g., drive by, fly over, walk in, etc.). If any violation is noted, the annual inspection report must detail the steps taken to correct the violation and return to compliance. If Owner identifies any violations of this Covenant during the annual inspection or at any other time, Owner must within ten (10) calendar days of identifying the violation: (a) determine the identity of the party in violation; (b) send a letter advising the party of the violation of the Covenant; and (c) demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within ten (10) calendar days of its original transmission.

ARTICLE V
ENFORCEMENT

5.1 Enforcement. Failure of any person or Occupant to comply with this Covenant shall be grounds for the Department or the EPA 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, such as failure to submit any required reports or other materials to the Department or the EPA, or the submission of any false statement, record or report to the Department or the EPA, shall be grounds for the Department or the EPA to pursue administrative, civil, or criminal actions as provided by law.

ARTICLE VI
VARIANCE, REMOVAL AND TERM

6.1 Variance from Environmental Restrictions. Any person may apply to the Department for a written variance from any of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with California Health and Safety Code section 25223.

6.2 Removal of Environmental Restrictions. Any person may apply to the Department or the EPA to remove any of the Environmental Restrictions imposed by this Covenant in its entirety. Such application shall be made in accordance with California Health and Safety Code section 25224.

6.3 Term. Unless ended in accordance with section 6.2, by law, or by the Department or the EPA in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.1 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.

7.2 Recordation. Owner shall record this Covenant with all referenced Exhibits in the Office of the County Recorder of Los Angeles County, California within ten (10) calendar days of Owner's receipt of a fully executed original from the Department.

7.3 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: (a) when delivered, if personally delivered to the person being served or to an office of a corporate party being served; or (b) five (5) calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Pechiney Cast Plate Inc.
4700 Daybreak Parkway
South Jordan, Utah 84095

And

To Department: Unit Chief

_____

_____

To EPA: US EPA Region 9
TSCA Coordination Group

_____

_____

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

7.4 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.

7.5 Statutory References. All statutory or regulatory references include successor provisions.

7.6 Incorporation of Exhibits. All Exhibits and attachments to this Covenant are incorporated herein by reference.

7.7 Governing Law. This Covenant is entered into in the State of California and shall be interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Owner and the Department have executed this Covenant as of the dates written below.

OWNER

Pechiney Cast Plate, Inc.
a Delaware corporation

By: _____
William Adams
Title: President
Date: _____

DEPARTMENT

California Department of Toxic Substances Control

By: _____
Title: _____
Date: _____

EXHIBITS

Exhibit A – Legal description of the Property

Exhibit B – ~~Site Plan~~
Figure 1 - Property ~~Mitigated/~~Location ~~of SVE Systems and~~
Figure 2 - Assessor Parcel Map

Exhibit C –
Figure 1 - Locations of Groundwater Monitoring and Soil Vapor Extraction Wells
Figure 2 – Generalized Areas of Residual Soil Impacts

Exhibit D –
Figure 1 - Locations of Underground Warning Barriers (UWB) and Deeper Structures Remaining in Place Below 10/15 Feet
Figures 2 to 15 – Survey Record Drawings for UWBs and Deeper Structures
Figure 16 - Native Grade Reference Elevations
Figure 17 – Areas of Crushed Concrete

Exhibit E – Summary of Implementation Report Information
Figure 1 – Sample Locations – PCBs in Soil 0 to 5 feet (native grade)
Figure 2 – Sample Locations – PCBs in Soil 5 to 15 feet (native grade)
Figure 3 – Sample Locations – PCBs in Soil Greater than 15 feet (native grade)
Figure 4 – Sample Locations – Total Petroleum Hydrocarbons (TPH)
Figure 5 – Sample Locations – Volatile Organic Compounds (VOCs)
Figure 6 – Sample Locations – Metals (As, Pb, Cu and Cr)
Table 1 – Summary of Remaining PCBs Concentrations in Soil and Sample Location Information
Table 2 – Summary of TPH Concentrations in Soil and Sample Location Information
Table 3 – Summary of VOCs Concentrations in Soil and Sample Location Information
Table 4 – Summary of Metals (As, Pb, Cu and Cr) Concentrations in Soil and Sample Location Information

Exhibit F – Certain Required Documentation as Required by EPA
2009 PCB Application, Application Amendments, and the July 2, 2010 and July 1, 2011 Conditional approval letters and attachments.
Soil Management Plan

A notary public of other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of _____

On _____, before me, _____,
(insert name and title of officer)

personally appeared _____,
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 PURJERY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____ (Seal)

State of California
County of _____

On _____, before me, _____,
(insert name and title of officer)

personally appeared _____,
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 PURJERY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____ (Seal)