

Los Angeles Regional Water Quality Control Board

August 8, 2013

Ms. Victoria Deise-Wilson
c/o The Corner Company, LLC
1000 S. Fremont, Unit 1
Alhambra, CA 91803

SUBJECT: NO FURTHER REQUIREMENTS FOR SOILS ONLY

SITE: FORMER CHARTER COMMUNICATIONS PROPERTY (THE CORNER COMPANY) - 2215 WEST MISSION ROAD, ALHAMBRA, CA (WIP FILE NO. 115.0098; SITE ID NO.2040357) LOS ANGELES COUNTY ASSESSOR PARCEL NUMBERS (APNs) 5342-001-019, 5342- 001-010, AND 5342-001-009

Dear Ms. Deise-Wilson:

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) is the public agency with primary responsibility for the protection of the beneficial uses of groundwater and surface water within major portions of Los Angeles County and Ventura County, including the above referenced property (Site).

The Site is located on the northwest corner of the intersection of Mission Road and Date Avenue in Alhambra, California. The Site consists of a two-story commercial building and associated parking lots on approximately 1.6 acres of land located within a mixed commercial industrial area.

The Site is located within the San Gabriel Valley Area 3 Operable Unit (Area 3 OU) of the United States Environmental Protection Agency (USEPA) Superfund site, an area known for regional groundwater pollution primarily by chlorinated volatile organic compounds (VOCs) specifically, trichloroethylene (TCE) and tetrachloroethylene (PCE).

Between 1969 and 1984 Nardon Manufacturing Company, Incorporated (Nardon) occupied the site. From 1984 to 1995, the Site was owned and occupied by Santa Fe International Corporations (SFIC) Properties, Inc, and was used for furniture and electrical parts storage. The property was occupied by Charter Communications from 1995 to 2001. Campus 1000 Fremont, LLC purchased the property in 2001. The Site is currently occupied by Corinthian Colleges, Inc. (CCI). CCI offers classes for training medical and dental assistants in the building. The Site was part of a larger 30-acre facility owned by Campus 1000 Fremont LLC. Campus 1000 Fremont LLC sold the site to the Corner Company, LLC in June 2003.

Historical operations on the property resulted in the discharges of chlorinated VOCs to the subsurface soil and groundwater and caused soil and groundwater pollution. These constituents constitute "waste" as

defined in Water Code section 13050(d). The discharge of waste resulted in pollution at the Site, as defined in Water Code section 13050(l).

Subsurface investigation and remedial activities at the Site have been conducted since 2000 (Attachment 1, Site Cleanup Activities Summary). The primary chemicals of concern (wastes) discharged to the subsurface soil and groundwater are PCE and TCE.

Subsurface investigations and remedial activities have been conducted since 2000. Between June 2003 and August 2011, soil remediation was conducted by using soil vapor extraction (SVE) systems. One SVE system included six cluster wells and another SVE system included three horizontal wells. In August 2008, impacted soils were excavated and removed from targeted areas. These remedial activities have resulted in the removal of 7,380 cubic yards of impacted soils via excavation, and 26.22 pounds of VOC mass removed via SVE, and an overall 98.9% of VOCs removed from the impacted soil.

The TCE vapor screening concentrations (VSCs) for the 5- and 10-foot depth intervals are 2.77 micrograms per liter of air ($\mu\text{g/L}$) and 5.33 $\mu\text{g/L}$, respectively. The PCE VSC for the 5- and 10-foot depth intervals are 1.04 $\mu\text{g/L}$ and 2.020 $\mu\text{g/L}$, respectively. These site-specific values have been verified (April and September, 2012) by the Office of Environmental Health Hazard Assessment (OEHHA) based on an uncontrolled closure target risk level of 1×10^{-6} .

Regional Board staff has reviewed the case files including submitted reports that document the environmental assessment and remedial activities, as well as the post remedial confirmation sampling conducted at the Site. The discharges of PCE and TCE to the subsurface soils have been adequately delineated and subsequently remediated to residual levels using soil excavation and SVE systems. A site specific human health risk assessment (HHRA) was prepared to evaluate the health risk from the residual PCE and TCE remaining in the subsurface. The HHRA has been reviewed by OEHHA.

The Office of Environmental Health Hazard Assessment (OEHHA) reviewed and confirmed the following VSCs for uncontrolled conditions (including residential use) at the Burdened Property based on a cancer risk isopleth of 1×10^{-6} : 2.77 $\mu\text{g/L}$ of air and 5.33 $\mu\text{g/L}$ for TCE at 5- and 10-foot depth intervals, respectively; and 1.04 $\mu\text{g/L}$ and 2.020 $\mu\text{g/L}$ for PCE at 5- and 10-foot depth intervals, respectively. Post-remediation sampling conducted in October 2011 produced no samples exceeding the site specific VSCs for uncontrolled conditions (including residential use) for TCE at either the 5- or 10-foot depths. All 10-foot samples and all but two 5-foot samples exceeded the VSCs for PCE under uncontrolled conditions (including residential use), but are within the same order of magnitude as the VSCs. These residual soil vapor levels can be mitigated further by the installation and the operation of a soil vapor mitigation system. The two 5-foot sample exceptions contained higher PCE concentrations and occurred at sampling locations (SVP-1 IR and SVP-12 at 5 feet), located within the planned parking structure. The highest PCE concentrations at 5 feet detected at SVP- 11R and SVP-12 were 21 $\mu\text{g/L}$ and 18 $\mu\text{g/L}$, respectively. Exposure to soil vapor at locations of higher PCE concentrations can be mitigated further by paving the area and excluding the area from the footprint of any building.

No Further Requirement Determination

Based on Regional Board staff's review of the information on source removal, confirmation soil sampling, and acceptable risk assessment determinations for the subject property, Regional Board staff has determined that the wastes in the subsurface at the subject property have been cleaned up to standards suitable for commercial and industrial land use pursuant to the conditions included in the Covenant and Environmental Land Use Restriction on Property attached hereto. This letter makes no determination with respect to waste in groundwater. **Therefore, a no further requirement (NFR) status for soils only is granted for the property with respect to commercial and industrial land use.**

The subject property is unique in circumstance and remediation history. The Regional Board staff's decision considered the site-specific aspects of the subject property and the remediation efforts by the property owner. By issuing this NFR and requiring the related Covenant and Environmental Land Use Restriction on Property, the Regional Board does not intend to create a precedent to be used by unrelated entities or for other properties subject to the jurisdiction of the Regional Board.

Residential Land Use Option (For Mixed Land Use)

The soils impacted by PCE and TCE have been cleaned up to standards suitable for commercial and industrial land use, subject to the conditions described in the Covenant and Environmental Land Use Restriction on Property attached hereto

If permitted by local zoning, the Site may be considered for a residential land use scenario provided that the following measures are implemented:

- A. Use of engineering controls to abate potential VOC soil vapor intrusion.
 - (1) A vapor mitigation system is incorporated into any future residential building design and will include as a minimum a permeable sub-slab support material (e.g., gravel), passive venting (including solar powered fans) of all sub-slab areas below occupied spaces, properly sized piping, and a suitable sealed vapor intrusion barrier. Approved examples of vapor intrusion barriers and passive venting systems include the Liquid Boot™ System [or equivalent] coupled with the GeoVent™ [or equivalent] gas venting system or Geo-Seal™ [or equivalent] vapor intrusion barrier coupled with the Vapor-Vent™ [or equivalent] vapor collection system. The most technically-appropriate vapor intrusion barrier (< 1 US perm) and passive venting system (maintaining negative pressure even during calm periods), meeting the minimum system reduction requirements (100 times) sufficient to protect residential uses, shall be selected during residential building design and incorporated into building construction. The entire residential structure should be underlain by the combination of the sub-slab permeable material, vapor barrier and passive collection system that must be properly maintained.

- (2) The property owner monitors the effectiveness of the vapor mitigation system at the subsequent specified frequencies for 5 years, subject to modification as directed by the Executive Officer of the Regional Board. The property owner must report any soil vapor compounds levels exceeding the California Human Health Screening Levels (CHHSLs) [<http://www.calepa.ca.gov/brownfields/documents/2005/CHHSLsGuide.pdf>] for residential land use scenario to the Regional Board. Under the proposed controlled closure scenario, the final vapor mitigation system shall include a detailed monitoring and maintenance program implemented post-construction to confirm that the system is functioning as designed. The monitoring and maintenance program shall include the following components:
- a. Baseline post-construction monitoring of vent pipes for air velocity, volumetric airflow, oxygen concentrations, and volatile organic compound concentrations (using USEPA Method 8260B).
 - b. Quarterly post-construction monitoring of vent pipes for the parameters measured during the first year of post-construction monitoring effort shall be conducted.
 - c. After the first year of post-construction monitoring, the frequency of monitoring may be modified to an annual monitoring event.
 - d. On a quarterly basis, visual inspection and any identified maintenance requirements shall be performed on the vent stack and fan(s) to ensure proper system operation and performance.
- (3) The property owner records with the Los Angeles County Assessor's office the Covenant and Environmental Land Use Restriction on Property (Attachment 1).

Therefore, an NFR status for soils only is granted to the property with respect to residential land use provided the conditions regarding a vapor mitigation system, described above, and the conditions included in the Covenant and Environmental Land Use Restriction on Property (Attachment 1) are met.

The Regional Board's determination is made based upon the most current data contained in the case file. The determination applies only to the known chemicals of concern existing in soil at the Site which have been tested during the site assessment phase of work and with the provision that information provided to the Regional Board staff is accurate and representative of Site conditions. If waste constituents, other than as described in this letter, are encountered during future Site construction or redevelopment activities or the VOC vapor exceeds the regulatory levels for residential use if the Site is used for residential purposes, the land owner is required to provide a verbal notification to this Regional Board immediately and submit a follow-up written report with 72 hours. In addition, appropriate health and safety measures must be fully implemented if conditions change.

Please note that the remaining environmental issues in groundwater beneath the property will continue to be regulated by USEPA under its Superfund Program. This letter does not address, nor does it affect the Board's authority to regulate, waste found in groundwater at the Site.

The jurisdictional requirements of other agencies, such as the USEPA, are not affected by the Regional Board's issuance of this letter at the Site. Such agencies may choose to make their own determination concerning this Site.

Well Abandonment and Destruction

You may proceed with the abandonment of SVE wells SVE-1 through SVE-5B (see attached Figure 1) in accordance with the guidelines provided in the California Department of Water Resources, Bulletin 74-81 and Bulletin 74-90, California Well Standards. Please submit to Regional Board staff a copy of the report for abandonment of the SVE wells approximately three weeks after the completion of the abandonment work. This report must include, at a minimum, a site map showing the well location, a description of the well abandonment process and waste handling, and copies of all signed permits.

Cost Recovery Billing and Invoices

Please note that Regional Board staff oversight charges for work associated with this NFR letter and case review and evaluation package will be billed on the invoices for 2nd and 3rd quarters of 2013, in the same manner as previously billed.

We thank you for your cooperation with the Regional Board during the course of the site assessments, remediation, and groundwater monitoring. Should you have any [questions](#) regarding this matter, please contact Mr. Curt M. Charmley, project manager, at (213) 576-6774 or cccharmley@waterboards.ca.gov.

Sincerely,


Samuel Unger, P.E.
Executive Officer

Attachments: 1. Site Cleanup Activities Summary
2. Covenant and Environmental Restriction on Property

cc: Ms. Lisa Hanusiak, Superfund Program, USEPA Region IX
Mr. Kenneth R. Manning, San Gabriel Basin Water Quality Authority
Mr. Martin Ray, City of Alhambra
Mr. Tony Zampiello, Main San Gabriel Basin Watermaster

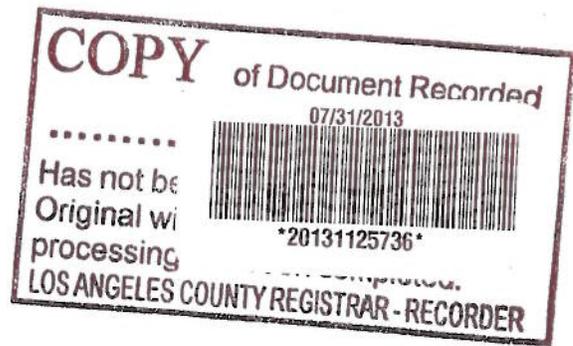
Former Charter Communications (The Corner Company)

Site Cleanup Activity Summary

- March 2000- Regional Board staff inspects Site.
- May 2000- An initial soil vapor assessment conducted. A total of 30 soil vapor Probes installed at 23 locations at depths ranging from 10 feet below ground surface to (bgs) to 30 feet bgs.
- May 2001- Enhanced soil Vapor assessment conducted. Nested soil vapor probes installed at approximately 20-foot intervals from 15 feet bgs to 100 feet bgs.
- December 2001- Additional deep nested soil vapor and groundwater monitoring well Installed (VMW-3).
- September 2002- Two additional groundwater monitoring wells installed (VMW-4 and VMW-5).
- January 2003- Equipoise Submits soil remedial action plan (RAP).
- June 2003- Soil vapor extraction (SVE) system installed. Six cluster wells (SVE-1 through (SVE-6) wells started.
- July 2003- Baseline soil vapor samples collected, begin SVE operation and maintenance.
- December 2006- Initial SVE system soil vapor completion. System ran from June 2003 – December 2006.
- January 2007- Implement soil vapor confirmation sampling
- August 2008- Shallow soil excavation and removal
- November 2010- Installation of horizontal SVE wells (SVE-2, SVE-3, and SVE-4).
- January 2011- Start-up of horizontal SVE wells
- August 2011- Completion of horizontal SVE well operation
- October 2011- System performance monitoring/soil physical parameter sampling

Recording Requested By:
THE CORNER COMPANY, LLC
1000 S. Fremont Avenue, Unit 1
Building A-10, Center, Suite 10150
Alhambra, California 91803

When Recorded, Mail To:
Samuel Unger, Executive Officer
California Regional Water Quality Control Board
Los Angeles Region
320 W. 4th Street, Suite 200
Los Angeles, California 90013



COVENANT AND ENVIRONMENTAL RESTRICTION
ON PROPERTY

The Corner Company
2215 West Mission Road
Alhambra, California 91803
APNs: 5342 001009, 5342 001 010, and 5342 001 019
LARWQCB WIP FILE NO. 115.0098

This Covenant and Environmental Restriction on Property ("Covenant") is made as of the 25th day of July, 2013 by The Corner Company, LLC ("Covenantor") who is the Owner of record of that certain property situated at 2215 West Mission Road, in the City of Alhambra, County of Los Angeles, State of California, which is more particularly described in Exhibit A and as depicted on Exhibit B, both of which are attached hereto and incorporated herein by this reference (hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board, Los Angeles Region ("Board"), with reference to the following facts:

A. Nature of Covenant. This Covenant is an environmental covenant provided for by Civil Code section 1471 and is a necessary remedial action required by the Board pursuant to Water Code section 13304. The Burdened Property is contaminated by hazardous materials as defined in section 25260 of the Health and Safety Code. This Covenant addresses only waste in soil and soil vapor at the Burdened Property, and does not address waste in groundwater.

B. Contamination of the Burdened Property. The soil, soil gas and groundwater at the Burdened Property are contaminated by historic operations onsite that resulted in the discharges of chlorinated volatile organic compounds (VOCs) to the subsurface soil and groundwater.

VOCs are hazardous materials as defined in section 25260 of the Health and Safety Code. VOCs constitute "waste" as defined in Water Code section 13050(d). The discharge of VOCs resulted in pollution at the Site, as defined in Water Code section 13050(1).

Subsurface investigations and remedial activities have been conducted at the Burdened Property. Soil remediation was performed by operation of a soil vapor extraction system. Impacted soils were also excavated and removed from targeted areas. By means of these remedial activities, the known contamination at the Burdened Property was significantly reduced.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in the soil at the Burdened Property. Contaminants in groundwater at the Burdened Property are not addressed by this Covenant. Without the mitigation measures which have been performed and those required to be performed to address risks identified by the Office of Environmental Health Hazard Assessment on the Burdened Property, exposure to the contaminants in the soil could take place via soil vapor intrusion resulting in inhalation by humans. The risk of public exposure to the contaminants has been substantially lessened by the remediation and controls described herein.

D. Land Uses and Population Potentially Affected. The Burdened Property is currently used for commercial purposes and is adjacent to commercial and industrial land uses. The Burdened Property may be developed at a future time to include residential uses.

E. Disclosure and Sampling. Disclosure of the presence of hazardous materials on the Burdened Property has been made to the Board and extensive sampling of the Burdened Property has been conducted.

F. Use of Burdened Property. Covenantor desires and intends that in order to benefit the Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that might result from any hazardous materials that might remain deposited on portions of the Burdened Property.

ARTICLE I
GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. These Restrictions are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors, assigns, and lessees thereof for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions: (a) are imposed upon the entire Burdened Property, unless expressly stated as applicable to a specific portion of the Burdened Property; (b) run with the land pursuant to section 1471 of the Civil Code; and (c) are enforceable by the Board.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers of all or any portion of the Burdened Property shall become Owners as defined herein and shall be deemed by their purchase of the Burdened Property to be bound by the Restrictions and to agree for and among themselves, their heirs, successors, and assignees, that the Restrictions herein established must be adhered to for the benefit of the Board and all Owners and Occupants, and that the interest of all Owners and Occupants of the Burdened Property shall be subject to the Restrictions.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions shall be incorporated in and attached to each and all deeds and ground leases of all or any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Board an interest in real property which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

ARTICLE II
DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board, Los Angeles Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, structures, roads, driveways, gradings, re-gradings, and paved areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupant or Occupants. "Occupant" or "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and Covenantor's successors in interest who hold title or a ground lease interest to all or any portion of the Burdened Property.

ARTICLE III
DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows, subject to an exception to the terms of 3.1.(a-e) provided in 3.1.1:

- a. Development and use of the Burdened Property shall be restricted to industrial, commercial, and/or office space;
- b. No residence for human habitation shall be permitted on the Burdened Property;
- c. No hospitals shall be permitted on the Burdened Property;
- d. No public or private schools serving K-12 students shall be permitted on the Burdened Property;
- e. No care or community centers for children or senior citizens, or other uses that would involve the regular congregation of children or senior citizens, shall be authorized on the Burdened Property;
- f. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed by the Owner, Owner's agent, Occupant or Occupant's agent in accordance with all applicable provisions of local, state and federal law;
- g. Any excavation conducted on the Burdened Property shall be performed pursuant to an appropriate and fully implemented Health and Safety Plan;
- h. All uses and development of the Burdened Property shall preserve the integrity of any cap and remedial measures taken or remedial equipment installed on the Burdened Property pursuant to the requirements of the Board, unless otherwise expressly permitted in writing by the Board;

- i. The Owner and Occupant shall notify the Board of each of the following: (1) the type, cause, location and date of any disturbance to any cap and any remedial measures taken or remedial equipment installed, which could affect the ability of such cap or remedial measures, remedial equipment, or monitoring system to perform their respective functions and (2) the type and date of repair of such disturbance. Notifications to the Board shall be made by registered mail within ten (10) working days of both the date of discovery of such disturbance and the date of completion of repairs;
- j. The Covenantor agrees that the Board, and any persons acting pursuant to Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring as provided in Division 7 of the Water Code; and
- k. No Owner or Occupant shall act in any manner that threatens or is likely to aggravate or contribute to the existing contaminated conditions of the Burdened Property. All use and development of the Burdened Property shall preserve the integrity of any capped areas.
- l. Restrictions on the use of the Burdened Property imposed by 3.1(a-e) shall not apply, if the following conditions are met at the Burdened Property:

(i) A vapor mitigation system that meets the following standards and conditions is included in any residential building design, incorporated into any residential building construction, and maintained at any building used for residential purposes:

1. The vapor mitigation system includes, at a minimum: permeable sub-slab support material (e.g., gravel); passive venting (which may include solar powered fans) of all sub-slab areas below occupied spaces; properly sized piping; and a suitable sealed vapor intrusion barrier. The vapor intrusion barrier is the most technically-appropriate and performs to at least < 1 perm. The passive venting system maintains negative pressure even during calm periods.

2. The combination of sub-slab permeable material, vapor barrier and passive collection system underlies the entire residential structure.

3. The vapor mitigation system reduces potential exposure by at least 100 times over existing conditions, reduces vapor intrusion levels to meet a cancer risk isopleth of 1×10^{-6} , and is sufficient to protect present and future human health and safety.

(ii) Monitoring to evaluate the effectiveness of any vapor mitigation system is conducted by the Owner or Occupant as may be directed by the Board. The Owner or Occupant must notify the Board of any soil vapor components levels exceeding the California Human Health Screening Levels (CHHSLs) for residential use. Notifications to the Board shall be made in writing within 72 hours of the time of discovery of the exceedance.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the Restrictions set forth in Paragraph 3.1 shall be grounds for the Board, by the authority of this Covenant, to require that the Owner or Occupant modify or remove, or cause to be modified or removed, any Improvements constructed in violation of that Paragraph. Violation of this Covenant shall also be grounds for the Board to file civil actions against the Owner or Occupant as provided by law. Nothing in this Covenant shall limit the Water Board's authority under Division 7 (commencing with section 13000) of the Water Code or other applicable laws.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners shall execute a written instrument which shall accompany all purchase agreements or ground leases relating to all or any portion of the Burdened Property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils and in the groundwater under the property, and is subject to a Covenant and Environmental Restriction dated as of _____, 20____, and recorded on _____, 20____, in the Official Records of _____ County, California, as Document No. _____, which Covenant and Environmental Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE IV VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's written consent, any Occupant may apply to the Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's written consent, any Occupant may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with Paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (a) when delivered, if personally delivered to

the person being served or an official of a government agency being served, or (b) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested, addressed:

If To: "Covenantor"

The Corner Company, LLC
1000 S. Fremont, Unit 1
Alhambra, CA 91803
Attn: Senior Development Manager

If To: "Board"

Regional Water Quality Control Board
Los Angeles Region
Attention: Executive Officer
320 W. 4th Street, Suite 200
Los Angeles, California 90013

5.3 **Partial Invalidity.** If any portion of the Restrictions or terms set forth herein is determined by a court having jurisdiction to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 **Recordation.** This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Los Angeles within ten (10) days of the date of execution.

5.5 **References.** All references to Code sections include successor provisions.

5.6 **Construction.** Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to preserve and implement the purpose of this instrument and the policies and purposes of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGES]**

Covenantor: The Corner Company, LLC
Wayne Rattovich
Print Name: _____
Signature: Wayne Rattovich
Title: Sole Member
Date: July 18, 2013

CERTIFICATE OF ACKNOWLEDGMENT

State of California

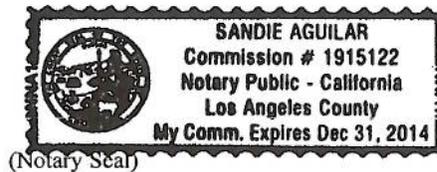
County of Los Angeles

On July 18th, 2013 before me, Sandie Aguilar, Notary Public, personally appeared Wayne Rattovich 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.

Sandie Aguilar
Signature of Notary Public



California Regional Water Quality Control Board, Los Angeles Region

Print Name:

Signature: Samuel Unger

Title: Executive Officer

Date: July 25, 2013

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On July 25, 2013 before me, GWENDOLYN RACHELLE MONROE, Notary Public, personally appeared SAMUEL UNGER,

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.

Gwendolyn Rachelle Monroe
Signature of Notary Public

(Notary Seal)

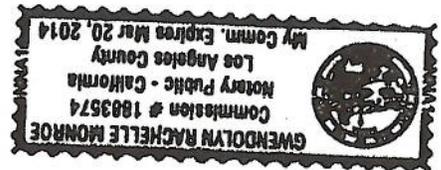


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Those portions of Lots 12 and C of Tract No. 5683, in the City of Alhambra, County of Los Angeles, State of California, as per the map recorded in Book 62, Page 47 of Maps, Records of said County, and Lots 7, 8, 9, 10 and 12, Block 27, of Subdivision No. 4 of Dogleville, in said City, as per the map recorded in Book 5, page 97 of said Maps, lying Southerly and Easterly of the following described line: Beginning at the point of intersection of the Southerly line of said Lot 12 of Tract No. 5683 and a line parallel with and 270.05 feet Westerly of the Westerly line of Date Avenue, 80 feet wide, as shown on said Tract No. 5683; thence Northerly along said parallel line to the curved Northwesterly line of said Lot C, said curve being concave Northwesterly and having a radius of 450.09 feet; thence Northerly along said curved line to a line parallel with and 1301.80 feet Southerly of the southerly line of Orange Street, 60 feet wide, as shown on said Tract No. 5683; thence Easterly along said parallel line to a line parallel with and 214.75 feet Westerly of said Westerly line of Date Avenue; thence Northerly along said parallel line to the Westerly prolongation of the Northerly line of said Lot 7; thence along said prolongation and Northerly line to said Westerly line of Date Avenue

5342

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P.A.

TRA

REVISED

2005 11 20

MAPSHEET INFO

OFFICE OF THE ASSESSOR
COUNTY OF LOS ANGELES
COPYRIGHT © 2002



MAPPING AND GIS
SERVICES
SCALE 1" = 200'

EXHIBIT B

