

RECORDING REQUESTED BY:

Department of Toxic Substances Control
and
Carson Reclamation Authority
20400 South Main Street
Carson, California 90745

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630
Attention: Emad Yemut, Unit Chief

Site Mitigation and Restoration Program

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LAND USE COVENANT AND AGREEMENT

ENVIRONMENTAL RESTRICTIONS

County of Los Angeles, Assessor Parcel Number(s): 7336-010-903 and 7336-010-905
Former Cal Compact Landfill
DTSC Site Code 401716

This Land Use Covenant and Agreement ("**Covenant**") is made by and between Carson Reclamation Authority (the "**Covenantor**"), the current owner of property located at 20400 South Main Street, in the City of Carson, in the County of Los Angeles, State of California (the "**Property**"), and the Department of Toxic Substances Control (the "**Department**"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the

Department hereby agree that, pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5, the use of the Property be restricted as set forth in this Covenant and that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I
STATEMENT OF FACTS

1.1. Property Description. The Property that is subject to this Covenant, totaling approximately 157 acres and known as the former Cal-Compact Landfill, is depicted on the Site Map attached hereto as **Exhibit A**. The Property is located in the area now generally bounded by Del Amo Boulevard to the north; the San Diego Freeway (Interstate 405) to the east; the Torrance Lateral to the south; and the Torrance Lateral and Main Street to the west. The Property is also identified as County of Los Angeles, Assessor Parcel Numbers 7336-010-903 and 7336-010-905. The Property consists of five (5) cells as shown on **Exhibit B** attached (each a "**Cell**"). Installation of Remedial Systems (defined below) at each cell is required prior to occupancy of that cell. The Property has been vertically subdivided into a surface lot (APN 7336-010-905, the "**Surface Lot**") and a subsurface lot (APN 7336-010-903, the "**Subsurface Lot**"), which lots are referenced as Parcel 1 (Subsurface Lot) and Parcel 2 (Surface Lot) of Parcel Map No. 70372 (per map filed in Book 377 Pages 76-89, inclusive, of maps in the Office of the County Recorder for Los Angeles County), as shown on **Exhibit C**, attached hereto. The Subsurface Lot includes two operable units ("**OUs**"): the Upper OU, defined as "site soils, the waste zones above and within the Bellflower Aquitard, and the Bellflower Aquitard down to, but not including the Gage Aquifer"; and the Lower OU, which includes the deeper groundwater aquifers beneath the Upper OU.

1.2. Environmental Conditions. The Property was operated as a landfill prior to the incorporation of the City of Carson ("**City**") in 1968 and as a result, the Property has

soil and groundwater contamination that requires remediation. Due to the fact that the Property is a former landfill site, on October 25, 1995, the Department approved a Remedial Action Plan (as the same may be amended, supplemented, or modified from time to time, the "**Upper OU Remedial Action Plan**") for the Upper OU of the Property, which Upper OU Remedial Action Plan requires the installation, operation and maintenance of certain remedial systems, including a landfill cap, landfill gas collection and control system, and groundwater extraction and treatment system on the Property (collectively, "**Remedial Systems**"). A separate Remedial Action Plan for the Lower OU was prepared in January 2005 and recommended sampling only (no remediation) in the Lower OU wells due to the absence of detectable concentrations of contaminants. The Lower OU wells were sampled in 2011, 2012, 2018, and 2020 with no detections of contaminants.

1.3. Consent Decrees. In addition to the Upper OU Remedial Action Plan, certain consent decrees were issued for the Property by the Department (each, individually, a "**Consent Decree**" and collectively, the "**Consent Decrees**"). In a lawsuit initiated by the Department entitled California Department of Toxic Substances Control v. Commercial Realty Projects, Inc., et al. (U.S. District Court, Central District of California, Civil Action No. 95-8773), the court entered a Consent Decree in December 1995; a Consent Decree resolving claims against Atlantic Richfield Company, et al. ("**Defense Group Decree**") on March 29, 2001; a Supplemental Consent Decree on March 29, 2001 ("**Supplemental Consent Decree**"); a Modification by Consent to Supplemental Consent Decree on March 29, 2001; a Modification by Consent to Defense Group Decree on March 29, 2001; Consent Decree Resolving Claims Against Los Angeles County Defendants on February 4, 2004; and a Consent Decree Resolving Claims against Minnesota Mining and Manufacturing Company on March 29, 2001. The 1995 Consent Decree applies to the remedial obligations for the Upper OU of the Property.

1.4. Compliance Framework Agreement, Assignment and Assumption Agreement, and Enterprise Fund Agreement. The Department entered into a Compliance Framework Agreement dated September 28, 2006, with the then-current

Property owner, Carson Marketplace LLC, as amended by the First Amendment to Compliance Framework Agreement dated December 31, 2007 (as so amended, the "**Compliance Framework Agreement**") for the purpose of setting forth a plan for implementing the requirements of the Consent Decrees and addressing the environmental condition of the Property. The Compliance Framework Agreement required Carson Marketplace LLC to establish financial assurance for implementation of the Upper OU Remedial Action Plan, including long-term operation and maintenance of the Remedial Systems and compliance with applicable regulatory requirements at the Property for a period of at least twenty years. The Covenantor acquired the Property from Carson Marketplace LLC on May 20, 2015, and assumed the Compliance Framework Agreement per the Assignment and Assumption Agreement dated May 18, 2015, between Covenantor, the Department, and Carson Marketplace LLC, and has taken over the responsibility for implementation, operation and maintenance of the Remedial Systems and the other obligations under the Upper OU Remedial Action Plan. To satisfy the financial obligations required in the Consent Decrees and the Compliance Framework Agreement, the Department and Covenantor entered into an Enterprise Fund Agreement dated January 25, 2017, to establish an Enterprise Fund for the Property. Together with the Community Facilities District No. 2012-1 (as amended and modified from time to time, the "**CFD**"), the Enterprise Fund provides financial assurance for completion of the Upper OU Remedial Systems and long-term operation and maintenance at the Property. The Department, in its Oil/Water Well Investigation Final Report Approval Letter dated July 21, 2008, acknowledges that the obligations to locate and abandon potential oil or water wells on the Property under the Consent Decrees and Compliance Framework Agreement have been satisfied, but if wells are found by construction or development workers, Covenantor will implement the Contingency Plan referenced in that letter. The Department's obligations under Sections 7 and 8 of the Compliance Framework Agreement continue. As of the date of this Covenant, the remaining actions to be completed on the Property are primarily outlined in the Enterprise Fund Agreement, the CFD and the Management Approach to Phased Occupancy (File No. 01215078.02) approved by the Department in April 2018

(as the same may be amended, supplemented, or modified from time to time, the "**Management Approach to Phased Occupancy**"). The Department continues to oversee the development of the Property, and actions that affect the Remedial Systems continue to be subject to the Department's approval.

1.5. Creation of the Covenantor. The City established the Covenantor as a joint powers authority under the provisions of the California Joint Powers Act (Govt. Code Sections 6500 *et seq.*), and on January 20, 2015, the governing boards of the City of Carson Housing Authority and of Community Facilities District 2012-1 and Community Facilities District 2012-2 approved a Joint Powers Agreement of the Carson Reclamation Authority for the formation of the Covenantor for the purpose of overseeing and facilitating the remediation of contaminated properties in the City (including the Property), and for the maintenance and potential development of same. Among the powers of Covenantor are to purchase, hold, sell, and improve real property, to appoint officers and employees, to enter contracts, to purchase insurance, to sue and be sued, and to construct, operate, and maintain remediation systems to remediate contamination.

1.6. Property Remedial Systems. The Remedial Systems which have been or will be constructed, include: (i) a groundwater extraction and treatment system, which has been completed and approved by the Department; (ii) a landfill cap comprised of an impermeable linear low density polyethylene geomembrane with a minimum of one foot of overlying protective cover soil, which has been completed in portions of the Property, and a clay cap that has been constructed along the perimeter slopes adjacent to the I-405 freeway and the Torrance Lateral channel; and (iii) a landfill gas collection and control system, which also has been completed in portions of the Property. Completion of the remaining portions of the landfill cap and landfill gas collection and control system installation will be coordinated with vertical development of each Cell. The Remedial Systems constructed/installed within the Subsurface Lot or Surface Lot of the Property must meet all the requirements of the Department approved Upper OU Remedial Action Plan, and will include additional design refinements necessary to support development,

such as: membrane integration into the structural pile caps; grading of landfill cap elevations to accommodate placement of utility trenches and Property drainage; and integration of development infrastructure, as needed.

1.7. Phased Development. Subject to the requirements set forth in Section 4 hereof, the Property is anticipated to be developed for mixed-use development, which may include, among other uses, retail; hospitality; logistics; warehousing; entertainment; open space and associated amenities and infrastructure. The details of such development and uses cannot be finally determined until vertical development of the Property (or vertical development upon any of the Cells) actually proceeds, thus Covenantor shall be entitled to a flexible approach to remediation that allows for phased construction and occupancy.

1.8. Management Approach to Phased Occupancy. The terms for the phased development of the Property are set forth in the Management Approach to Phased Occupancy and that certain letter regarding phased development matters, issued by the Department to the Covenantor, dated October 17, 2017 (as the same may be amended, supplemented, or modified from time to time, the "**Phased Development Letter**"). Copies of the Management Approach to Phased Occupancy and Phased Development Letter are available from the Covenantor or the Department upon request.

1.9. Phased Occupancy. Under the phased occupancy approach described in the Management Approach to Phased Occupancy and Phased Development Letter, each Cell's development will be independently evaluated for health risks posed by not only that Cell's development activities, but also for the possible impacts to and from other Cells and the associated potential exposures and risks. Cell-specific mitigation measures will be designed to offset potential risks that are identified, consistent with the Roadmap to Occupancy incorporated into the Management Approach to Phased Occupancy.

1.10. Remedial Action Completion Report. Preparation of a Cell-specific Remedial Action Completion Report (each, "**Remedial Action Completion Report**")

will begin following installation of the Remedial Systems on the applicable Cell. The Remedial Action Completion Report will include engineering details of the installation of the Remedial Systems on such Cell. The Department will review and approve the final Cell-specific Remedial Action Completion Report, which approval will confirm completion of active remedial work pursuant to the Upper OU Remedial Action Plan on the applicable Cell.

1.11. Health Risk Assessment. Following completion of vertical construction (i.e., core and shell), any applicable Los Angeles County approval for building protection systems, and implementation of any post-construction Cell-specific mitigation measures (such as land use controls, covenants, conditions and restrictions, etc.), a Cell-specific Health Risk Assessment (each, a "**Health Risk Assessment**") will be prepared. The Health Risk Assessment will evaluate the risk to all potentially exposed populations and will be reviewed and approved by the Department.

1.12. Basis for Environmental Restrictions. As a result of the presence of hazardous substances at the concentrations detected prior to the date hereof set forth on **Exhibit D** attached hereto, which are also hazardous materials as defined in Health and Safety Code section 25260, at the Property, the Department has 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 has also concluded that the Property, as remediated and when used in compliance with the Environmental Restrictions of this Covenant, does not present an unacceptable risk to present and future human health or safety or the environment.

ARTICLE II
DEFINITIONS

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

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

2.3. Improvements. "**Improvements**" includes, but is not limited to buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities whether on the Surface Lot or the Subsurface Lot of the Property.

2.4. Lease. "**Lease**" means any ground lease for the surface lot of an entire Cell. The term "Lease" does not include any space leases for property consisting of less than an entire Cell.

2.5. Occupant. "**Occupant**" or "**Occupants**" 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.

2.6. Owner. "**Owner**" or "**Owners**" means the Covenantor, and any successor in interest including any heir and assignee, who at any time holds title to all or any portion of the Property, including without limitation, successor owners to any portion of the Surface Lot and/or the Subsurface Lot, as applicable.

2.7. Remedial Systems. As described in Section 1.2 of this Covenant, the groundwater extraction and treatment system, the landfill cap and the landfill gas collection and control system are each a "**Remedial System**" and are collectively the

"**Remedial Systems**" for 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 Civil Code section 1471 and 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 (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: binds (a) 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; provided, however, this Covenant, 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 resulting from acts or omissions during their respective periods of ownership or occupancy.

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. The Covenantor and any applicable Owner shall provide Notice (as defined below) to the Department not later than 30 calendar days after any conveyance of any fee interest ownership in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The notice shall include the name and mailing address of the new Owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number(s) noted on page one. 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 shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect the proposed conveyance, except as otherwise provided by law or by administrative order.

3.5. Costs of Administering the Covenant to Be Paid by Covenantor. The Department has already incurred and will in the future incur costs associated with this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Subsurface Lot Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Covenantor 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 by the Department:

- (a) A single-family residence, including any mobile home or factory-built housing, constructed or installed for use as residential human habitation. Multi-family residential development is explicitly prohibited on Cells 3, 4 and 5 but could be permitted on Cell 1 and Cell 2 pursuant to the terms and conditions set forth in Section 4.4 of this Covenant.

- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

4.2. 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 that will disturb the cap or soil below demarcation fencing or below the building foundations in areas with no demarcation fence (e.g., digging, excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be allowed at the Property without a Soil Management Plan pre-approved by the Department in writing. The Soil Management Plan may be incorporated into one or more of the other deliverables provided to the Department, as allowed under the Management Approach to Phased Occupancy and the Roadmap to Occupancy.
- (b) Any soil brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- (c) As used in this Paragraph 4.2, the term “cap,” refers to the landfill cover system located below the demarcation fence, areas below the building foundation system with no demarcation fence, or the portion of any slopes not improved with a demarcation fence.

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

- (a) Drilling for any water, oil, or gas without prior written approval by the Department.
- (b) Extraction or removal of groundwater without pre-approval by the Department in writing (except operation of the Department-approved

groundwater extraction and treatment system or as required for sampling the groundwater or for construction dewatering in accordance with all applicable legal requirements).

- (c) Any activity that may alter, interfere with, or otherwise affect the integrity or effectiveness of, or the access to, any Remedial System or any Remedial System related investigative, monitoring, operation or maintenance system or activity required by the Department for the Property except (i) with the prior written approval of the Department or (ii) in connection with development of a Cell pursuant to Department-approved plans, including the Management Approach to Phased Occupancy, and otherwise in compliance with the other Environmental Restrictions set forth herein.

4.4. Development Criteria. The following development criteria must be adhered to in order to allow for implementation of a phased development and occupancy program:

- (a) Residential multi-family development, if any, is hereby restricted to Cell 1 and, by administrative permit, in the westernmost portion of Cell 2. Any residential occupancy shall be delayed until all Remedial Systems and any necessary piles and pile-supported structural slabs have been installed on all Cells.
- (b) There shall be no intra-Cell phasing for purposes of Remedial System installation. That is, once begun, the Remedial Systems must be installed across the entirety of each Cell sufficient to obtain Department approval of a Remedial Action Completion Report for the Cell, and no occupancy will be permitted until a Remedial Action Completion Report and associated Health Risk Assessment for the entire Cell are approved, all as more fully described in the Management Approach to Phased Occupancy.
- (c) Vertical construction may begin in one portion of a Cell while Remedial Systems are being completed in another portion of the same Cell. This would only occur, however, under one of the following conditions: (i) all of the

construction is being performed by hazardous waste operations and emergency response trained workers pursuant to Title 29 of the Code of Federal Regulation, Section 1910.120 (“**HAZWOPER-trained**”); or (ii) the Department has approved a plan to create an exclusion zone that would adequately separate and protect the area of vertical construction (which could be conducted without HAZWOPER-trained workers) from the area where Remedial Systems are being installed by HAZWOPER-trained workers.

- (d) Design of the Remedial Systems must be coordinated by Covenantor for the entire Property and the fundamental design of the Remedial Systems will be consistent with the Upper OU Remedial Action Plan throughout the Property. Remedial Systems must be installed on a Cell-by-Cell basis, and engineering details (e.g., the specific locations of gas collection piping and location of piles) will necessarily be tailored to the specific development plans for that Cell. Nonetheless, it is intended that the design of the Remedial Systems will be consistent with the Upper OU Remedial Action Plan and thus substantially the same throughout the Property.

4.5. No Objection Letter. Upon Department approval of both the Cell-specific Remedial Action Completion Report and the Cell-specific Health Risk Assessment, the Department shall issue a no-objection letter allowing the City of Carson and/or Los Angeles County, as applicable, to issue a Certificate of Occupancy for any buildings or structures constructed on the developed Cell.

4.6. Access for Department. Each of the Department and the Covenantor shall have reasonable right of entry and access to the Property for inspection, investigation, remediation, monitoring, and other activities as deemed necessary by the Department and/or the Covenantor, as applicable, in order to confirm compliance with the Environmental Restrictions and to protect human health or safety or the environment.

4.7. Access for Implementing Operation and Maintenance. The Covenantor

shall have reasonable right of entry and access to the Property for the purpose of implementing operation and maintenance activities until the Department determines that no further operation and maintenance activity is required.

4.8. Inspection and Reporting Requirements. On or after issuance by the Department of a Remedial Action Completion Report for any Cell of the Property, Covenantor shall conduct an annual inspection of the Property verifying compliance with this Covenant and shall submit an annual inspection report to the Department for its approval by January 15th of each following 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 the Covenantor identifies any violations of this Covenant during the annual inspection or at any other time, the Covenantor must within thirty (30) 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 10 calendar days of its original transmission.

4.9. Five-Year Review. In addition to the annual reviews noted above, after a period of five (5) years from January 2020 and every five (5) years thereafter, Covenantor shall submit a Five-Year Review report documenting its review of the remedy implemented and its evaluation to determine if human health and the environment are being adequately protected by the remedy as implemented. The report shall describe the results of all inspections, sampling analyses, tests and other data generated or received by Covenantor and evaluate the adequacy of the implemented remedy in protecting human health and the environment. As a result of any review work

performed, Department may require Covenantor to perform additional review work or modify the review work previously performed by Covenantor.

ARTICLE V
ENFORCEMENT

5.1. Enforcement. Failure of an Owner or Occupant to comply with this Covenant shall be grounds for the Department to require such Owner or Occupant to modify or remove 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 (including submission of any false statement) record or report to the Department, shall be grounds for the Department to pursue from the violating party 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 Health and Safety Code section 25223.

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

6.3. Term. Unless ended in accordance with paragraph 6.2, by law, or by the Department and the Covenantor in the exercise of their 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. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within 10 calendar days of the Covenantor's receipt of a fully executed original.

7.3. Notices. Whenever any person gives or serves any Notice ("**Notice**", and 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 officer of a corporate party being served; or (b) five calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor:

Carson Reclamation Authority
701 East Carson Street
Carson, CA 90745
Attention: Executive Director

With a copy to

Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attention: City Attorney

And

To Department:

Department of Toxic Substances Control

5796 Corporate Avenue

Cypress, CA 90630

Site Mitigation and Restoration Program

Attention: Unit Chief

Any party may change its address 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 Qualification and Authority. Each individual executing this Covenant on behalf of Department and Covenantor, respectively, represents, warrants and covenants to the counterparty that (i) it is duly organized and existing, (ii) such person is duly authorized to execute and deliver this Covenant on behalf of Department or Covenantor, respectively, in accordance with authority granted under the organizational documents of Department or Covenantor, respectively, and (iii) Department or Covenantor, respectively, is bound under the terms of this Covenant, and (iv) entering into this Covenant does not violate any provision of any other agreement to which Department or Covenantor, respectively, is bound.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Covenantor and the Department hereby execute this Covenant.

Covenantor:

Carson Reclamation Authority, a California joint powers authority

By: _____

Title: _____

Print Name and Title of Signatory

Date: _____

Department of Toxic Substances Control:

By: _____

Title: _____

Print Name and Title of Signatory

Date: _____

ATTEST:

Name:

Title: Carson Reclamation Authority Secretary

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

Sunny K. Soltani

Carson Reclamation Authority Counsel

A notary public or other officer 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.

State of California

County of _____

On _____ before me,

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

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 PERJURY 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)

A notary public or other officer 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.

State of California

County of _____

On _____ before me,

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

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 PERJURY 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)

**Exhibit A
Site Map**



Exhibit B Cell Depiction

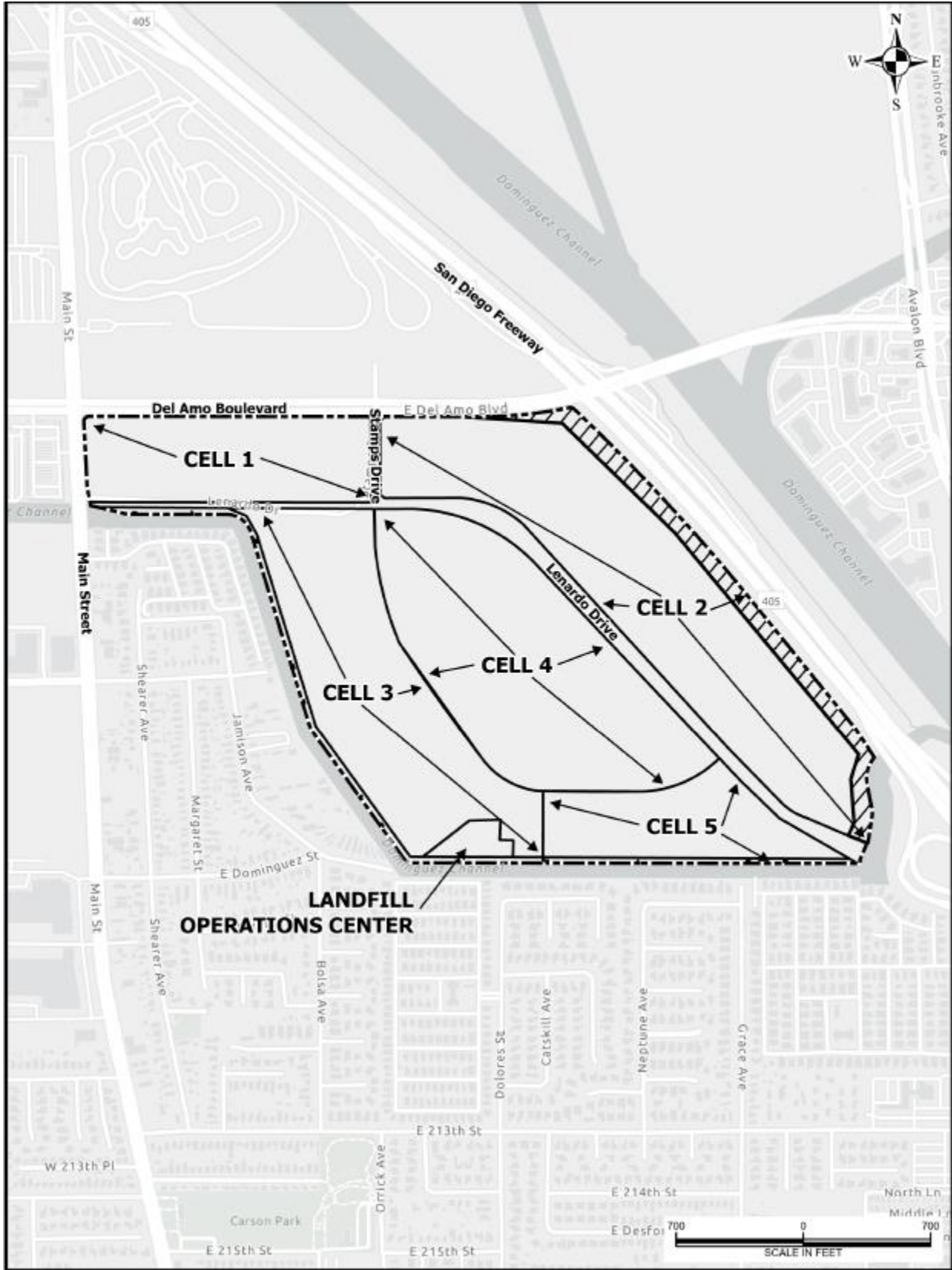


Exhibit C Parcel Map

377/76

BOOK 377 PAGE 76

2 PARCELS
157.29 ACRES

PARCEL MAP NO. 70372

IN THE CITY OF CARSON
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 2 THROUGH 9, INCLUSIVE, AND ALL OF LENARDO DRIVE OF TRACT NO. 42385 AS PER MAP FILED IN BOOK 1056, PAGES 84 THROUGH 88, INCLUSIVE, OF MAPS, AND STAMPS DRIVE AS VACATED BY THE CITY OF CARSON PER RESOLUTION RECORDED MAY 2, 2008 AS INSTRUMENT NO. 20080922238, OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SHEET 1 OF 14 SHEETS

FILED
AT REQUEST OF
Carson Marketplace LLC

51 MIN
PAST 3
IN BOOK 377
AT PAGE 76-89
OF PARCELS
LOS ANGELES COUNTY, CA
By Deputy
FEE \$ 47.-

D.A. FEE Code 20 23.-

OWNERS STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP.

AND ALSO DEDICATE TO THE CITY OF CARSON EASEMENT FOR STORM DRAIN, APPURTENANCES, INGRESS AND EGRESS PURPOSES.

AND ALSO DEDICATE TO THE CITY OF CARSON AN EASEMENT FOR PUBLIC UTILITIES PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THERETO INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

AS A DEDICATION TO PUBLIC USE, WHILE ALL OF DEL AMO BOULEVARD AND MAIN STREET WITHIN OR ADJACENT TO THIS SUBDIVISION REMAINS PUBLIC STREETS, WE HEREBY GRANT TO THE CITY OF CARSON THE RIGHT TO RESTRICT DIRECT INGRESS AND EGRESS TO SAID STREETS, IF ANY PORTION OF SAID STREETS WITHIN OR ADJACENT TO THIS SUBDIVISION ARE VACATED, SUCH VACATION TERMINATES THE ABOVE DEDICATION AS TO THE PART VACATED.

CARSON MARKETPLACE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

By: **LNR CARSON, LLC** A DELAWARE LIMITED LIABILITY COMPANY, ITS MEMBER

By: **LNR CPI NR HOLDINGS, LLC** A DELAWARE LIMITED LIABILITY COMPANY, ITS MEMBER

By: **LNR COMMERCIAL PROPERTY INVESTMENT FUND LIMITED PARTNERSHIP**
A DELAWARE LIMITED PARTNERSHIP, ITS MEMBER

By: **LNR CPI FUND GP, LLC**
A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

By: RICHARD KATZ
ITS: Vice President

L.A. METROMALL, LLC

BENEFICIARY UNDER A DEED OF TRUST RECORDED SEPTEMBER 29, 2006 AS INSTRUMENT NO. 06-2174652 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

HERBERT L. ROTH
AUTHORIZED SIGNATORY FOR GB RICHARD BOND INVESTORS, LLC
AS INVESTMENT MANAGER FOR SOUTHERN CALIFORNIA, ARIZONA,
COLORADO AND SOUTHERN NEVADA GLAZIERS, ARCHITECTURAL METAL
AND GLASSWORKERS PENSION PLAN
SOLE MEMBER OF L.A. METROMALL, LLC

AND ALSO DEDICATE TO THE CITY OF CARSON THE EASEMENTS FOR COVERED STORM DRAIN, APPURTENANCES, STORM DRAIN INGRESS AND EGRESS PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THERETO INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

CARSON REDEVELOPMENT AGENCY AND THE CITY OF CARSON

BENEFICIARY UNDER A DEED OF TRUST RECORDED SEPTEMBER 27, 2013 AS INSTRUMENT NO. 20130407891 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

By:
By: **JACKIE ACOSTA**
TITLE: **Acting City Manager**

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 18448 AND 18449 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

By: 12-30-13
DEPUTY DATE

SURVEYORS STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION ON MARCH 2012 IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF CARSON MARKETPLACE, LLC IN JANUARY, 2007. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE, IN PLACE OR WILL BE IN PLACE WITHIN 24 MONTHS FROM THE FILING DATE OF THIS MAP; AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT THE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS TO BE SET WILL BE ON FILE IN THE OFFICE OF CITY ENGINEER WITHIN 24 MONTHS FROM THE FILING DATE SHOWN HEREON.

 12/30/13
GREGORY A. HELMER, L.S. 5134 DATE

CITY ENGINEERS CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP, AND ALL APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION ORDINANCES OF THE CITY OF CARSON APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO THE CITY RECORDS.

MASSOUD GHIAM, CITY ENGINEER
CITY OF CARSON
R.C.E. # 15993
EXPIRES: 6-30-2014

COUNTY ENGINEERS CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT COMPLIES WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

COUNTY ENGINEER

 12/30/13
STEVE R. BURGER, DEPUTY
P.L.S. DATE

SPECIAL ASSESSMENT CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF CARSON TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

 11/12/13
KAREN AVILLA
CITY TREASURER - CITY OF CARSON

CITY CLERKS CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CARSON BY MOTION ADOPTED AT ITS SESSION ON THE 17th DAY OF September, 2013, APPROVED THE ANNEXED MAP, DID ACCEPT ON BEHALF OF THE PUBLIC, THE DEDICATION FOR STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF CARSON:

EASEMENT FOR COVERED STORM DRAIN, APPURTENANCE STRUCTURES, STORM DRAIN INGRESS AND EGRESS PURPOSES.
EASEMENT FOR PUBLIC UTILITIES OVER PARCEL 2 AS SHOWN ON THE MAP.
THE RIGHT TO RESTRICT DIRECT INGRESS AND EGRESS ON DEL AMO BOULEVARD AND MAIN STREET.

WE ALSO HEREBY CERTIFY THAT, PURSUANT TO SECTION 66445 (J) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS PARCEL MAP CONSTITUTES THE ABANDONMENT OF THE STREET RIGHT OF WAY OF LENARDO DRIVE AND EASEMENTS FOR SLOPE, DRAINAGE PURPOSES, WHICH WERE ACQUIRED BY THE CITY OF CARSON ON THE TRACT NO. 42385, FILED IN BOOK 1056, PAGES 84 THROUGH 88 OF MAPS AND THE EASEMENT FOR PUBLIC UTILITY PURPOSES LYING OVER THE VACATED PORTION OF STAMPS DRIVE RESERVED TO THE CITY OF CARSON PER RESOLUTION RECORDED MAY 21, 2008 AS INSTRUMENT NO. 20080922238 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, NOT SHOWN ON THIS MAP.

 11/12/2013
DONESIA GAUSE
CITY CLERK - CITY OF CARSON

NOTES:

- THIS MAP IS APPROVED AS A SUBDIVISION FOR TWO VERTICAL PARCELS. THE UPPER PARCEL IS A RESIDENTIAL/COMMERCIAL PARCEL.
- SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS.

Map/Grant

Exhibit C
Parcel Map

BOOK 377 PAGE 77

SHEET 2 OF 14 SHEETS

PARCEL MAP NO. 70372

IN THE CITY OF CARSON,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA
COUNTY OF ORANGE

ON June 27, 2013 BEFORE ME, Cindy Okamoto, A NOTARY PUBLIC, PERSONALLY APPEARED Richard Reed 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/IT/they EXECUTED THE SAME IN HIS/HER/ITS/their AUTHORIZED CAPACIT(Y) (ES) AND THAT BY HIS/HER/ITS/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:

Cindy Okamoto
NOTARY PUBLIC IN AND FOR SAID STATE
Cindy Okamoto
(PRINT NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY, COMMISSION NO. 20063522 MY COMMISSION EXPIRES Feb 3, 2017

BASIS OF BEARINGS AND COORDINATES:

THE BASIS OF COORDINATES FOR THIS PARCEL MAP IS THE CALIFORNIA COORDINATE SYSTEM, NAD 83 (1983 EPOCH), ZONE 5. COORDINATES DETERMINED LOCALLY UPON THE FOLLOWING CONTROL STATIONS AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY (NGS) AND AS DERIVED BY THE SDPAC SCRIPTS (EPOCH COORDINATE TOOL AND ONLINE RESOURCE) PROGRAM.

STATION	NORTHING	EASTING	DESCRIPTION
0200	1,777,415.0018	6,487,363.0377	GPS CORS 0200 (PID: A1847)
0201	1,782,260.9271	6,478,882.2019	GPS CORS 0201 (PID: A1853)
2032	1,784,353.8737	6,481,789.4854	NEIS PID: 070332, BOLT IN CONCRETE

BASIS OF BEARINGS: BETWEEN STATION "0201" AND STATION "0200" BEING = N44°22'32"E

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE MULTIPLY GROUND DISTANCE BY 0.99994889

BENCH MARK:

ELEVATIONS AS STATED HEREIN ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM OF 1988, BASED LOCALLY UPON LOS ANGELES COUNTY PUBLIC WORKS BENCH MARK Y-10542, BEING A TAG IN EAST CATCH BASIN, 44.4' SOUTH OF BOX #17 SOUTHWEST CORNER OF MAIN STREET AND TORRANCE BLVD., 60.0' SOUTH AND 50.0' EAST OF CENTERLINE INTERSECTION ELEVATION BEING: 22.789 FEET.

LEGEND

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
- R1 INDICATES RECORD DATA PER TRACT NO. 42385, W.B. 1056-84-88.
- SFN INDICATES SEARCHED FOUND NOTHING.
- ☉ INDICATES PROJECT BENCH MARK TO BE SET AS NOTED.

PROJECT BENCH MARK:

FD, PUNCHED LAG DISK MONUMENT, STAMPED "LA, CO, FLOOD CONTROL 1972 M-WMP" ON ANGLE POINT IN GENERAL S'LY INTERSECTION OF TRACT NO. 42385, BOOK 1056, PAGES 84-88 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. MONUMENT LOCATED AT THE S'LY END OF THE ACCESS ROAD ALONG TORRANCE BLVD. AND CENTERLINE, APPROXIMATELY 280 FEET EAST OF THE MAIN STREET. ELEVATION BEING: 21.68

MONUMENT NOTES:

- 1- FD, PUNCHED SPIKE IN AC, DOWN 0.20' AT THE POSITION OF "L & T L.S. 4157" PER R1. POSITION ACCEPTED AS CENTERLINE INTERSECTION OF MAIN STREET & LENOX DRIVE. **SET 2" IRON PIPE WITH CONCRETE PLUS, TACK, TAGGED "L.S. 5134"**.
- 2- FD, NAIL AND TAG STAMPED "L.S. 4157" AT THE POSITION OF "L & T L.S. 4157" PER R1. ACCEPTED AS POINT OF INTERSECTION OF THE CENTERLINE OF MAIN STREET WITH W'LY PROLONGATION OF GENERAL S'LY BOUNDARY LINE PER R1.
- 3- FD, PUNCHED LAG DISK MONUMENT, STAMPED "LA, CO, FLOOD CONTROL 1972 M-WMP", ACCEPTED AS ANGLE POINT IN E'LY BOUNDARY PER R1.
- 4- FD, PUNCHED 3/4" BRASS DISK STAMPED "LA, CO, FLOOD CONTROL 1972 N/R/W", ACCEPTED AS EC PER R1.
- 5- FD, PUNCHED 3/4" BRASS DISK STAMPED "LA, CO, FLOOD CONTROL 1972 N/R/W" IN 2007. ACCEPTED AS BC PER R1. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUS, TACK AND TAGGED "L.S. 5134".
- 6- FD, 2" IRON PIPE WITH TAG, STAMPED "L.S. 4157" PER R1. ACCEPTED AS E'LY CORNER OF LOT 3 OF R1.
- 7- FD, 2" IRON PIPE WITH TAG, STAMPED "L.S. 4157" PER R1 IN 2007. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUS, TACK AND TAGGED "L.S. 5134".
- 8- FD, BEAR SPIKE AND WASHER, STAMPED "L.S. 4157" PER R1. ACCEPTED AS CENTERLINE INTERSECTION OF DEL AND BLVD. AND FORMER STAMPS DRIVE PER R1.
- 9- FD, PUNCHED 3/4" BRASS DISK STAMPED "LA, CO, FLOOD CONTROL 1972 E/R/W EC" IN 2007. ACCEPTED AS EC PER R1. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUS, TACK AND TAGGED "L.S. 5134".
- 10- FD, PUNCHED 3/4" BRASS DISK STAMPED "LA, CO, FLOOD CONTROL E/R/W EC" N09°40'24"W 0.30' FROM ESTABLISHED POSITION IN 2007. NOT ACCEPTED. ESTABLISHED BC BY HOLDING RECORD RIGIDUS AND DELTA PER R1 FROM A FOUND MONUMENT. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUS, TACK AND TAGGED "L.S. 5134".
- 11- FD, PUNCHED 3/4" ALUMINUM DISK STAMPED "LA, CO, FLOOD CONTROL R/W EC" PER R1 IN 2007. ACCEPTED AS EC PER R1. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUS, TACK AND TAGGED "L.S. 5134".
- 12- FD, PUNCHED 3/4" ALUMINUM DISK STAMPED "LA, CO, FLOOD CONTROL R/W BC" PER R1 IN 2007. ACCEPTED AS BC PER R1. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUS, TACK AND TAGGED "L.S. 5134".
- 13- FD, PUNCHED 3/4" ALUMINUM DISK STAMPED "LA, CO, FLOOD CONTROL R/W BC" PER R1 IN 2007. ACCEPTED AS ANGLE POINT IN THE E'LY BOUNDARY LINE PER R1. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUS, TACK AND TAGGED "L.S. 5134".
- 14- FD, PUNCHED 3/4" BRASS DISK STAMPED "LA, CO, FLOOD CONTROL R/W EC" PER R1. ACCEPTED AS EC PER R1.
- 15- FD, PUNCHED 3/4" BRASS DISK STAMPED "LA, CO, FLOOD CONTROL R/W EC" PER R1. ACCEPTED AS BC PER R1.
- 16- 8" SPIKE W/BASS WASHER STAMPED "L.S. 5134" **TO BE SET**.
- 17- SEARCHED FOUND NOTHING, ESTABLISHED BY RECORD ANGLES AND DISTANCES PER R1. SET 2" IRON PIPE WITH CONCRETE PLUS, TACK AND TAGGED "L.S. 5134".
- 18- FD, 2" IRON PIPE WITH TAG STAMPED "L.S. 4157" S70°08'05"E 0.39' FROM ESTABLISHED POSITION IN 2007. ESTABLISHED ANGLE POINT BY RECORD BEARINGS AND DISTANCES FROM A FOUND MONUMENT [7] LYING S'ELY OF SAID POSITION PER R1. SET 2" IRON PIPE WITH CONCRETE PLUS, TACK AND TAGGED "L.S. 5134".
- 19- FD, 2" IRON PIPE WITH TAG STAMPED "L.S. 4157" N43°33'50"W 0.66' FROM ESTABLISHED POSITION IN 2007. ESTABLISHED ANGLE POINT BY RECORD BEARINGS AND DISTANCES FROM FOUND MONUMENTS LOCATED W'LY AND S'LY OF SAID POSITION. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUS, TACK AND TAGGED "L.S. 5134".
- 20- FD, 2" IRON PIPE WITH TAG STAMPED "L.S. 4157" S94°48'18"E 0.41' FROM ESTABLISHED POSITION IN 2007. ESTABLISHED ANGLE POINT BY RECORD BEARINGS AND DISTANCES FROM A FOUND MONUMENT LOCATED SOUTH OF SAID POSITION PER R1. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUS, TACK AND TAGGED "L.S. 5134".
- 21- FD, 2" IRON PIPE WITH TAG STAMPED "L.S. 4157" S80°03'24"W 0.23' FROM ESTABLISHED POSITION IN 2007. ESTABLISHED ANGLE POINT BY RECORD BEARINGS AND DISTANCES FROM FOUND MONUMENTS LOCATED SOUTH OF SAID POSITION PER R1. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUS, TACK AND TAGGED "L.S. 5134".
- 22- FD, 2" IRON PIPE WITH TAG STAMPED "L.S. 4157" N64°08'02"E 0.40' FROM ESTABLISHED POSITION IN 2007. ESTABLISHED ANGLE POINT BY RECORD BEARINGS AND DISTANCES FROM FOUND MONUMENTS LOCATED SOUTH AND WEST OF SAID POSITION PER R1. SUBSEQUENTLY MONUMENT WAS DESTROYED DUE TO CONSTRUCTION. SET 2" IRON PIPE WITH CONCRETE PLUS, TACK AND TAGGED "L.S. 5134".
- 23- FD, 2" IRON PIPE WITH TAG STAMPED "L.S. 4157" N60°40'35"E 0.24' FROM ESTABLISHED POSITION. ESTABLISHED BY INTERSECTION. SET 2" IRON PIPE WITH CONCRETE PLUS, TACK AND TAGGED "L.S. 5134".
- 24- ESTAB. CENTERLINE INTERSECTION BY FOUR FOUND LEAD AND IRON SHANK TIES PER INCH 500-1438 FITS TO LEAD AND TACK TAGGED STAMPED "L.S. 4157" NO REF. ACCEPTED AS CENTERLINE INTERSECTION OF DEL AND BLVD. WITH MAIN STREET.
- 25- FD, NAIL AND TAG STAMPED "L.S. 4157" IN CONC. N37°05'46"W 0.21' FROM ESTABLISHED POSITION. HELD FOR LINE. ESTABLISHED BY RECORD DISTANCE OF 999.50' FROM FOUND MONUMENT [26] PER R1.
- 26- FD, 2" IRON PIPE WITH TAG, STAMPED "L.S. 4157". PER R1 ACCEPTED AS ANGLE POINT PER R1.
- 27- FD, PUNCHED 3/4" BRASS DISK STAMPED "LA, CO, FLOOD CONTROL R/W BC", ACCEPTED AS BC AND ANGLE POINT PER R1.
- 28- 2" IRON PIPE WITH CONCRETE PLUS, TACK AND TAGGED "L.S. 5134" **TO BE SET**.

NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA
COUNTY OF ORANGE

ON July 7, 2013 BEFORE ME, Richard Reed, A NOTARY PUBLIC, PERSONALLY APPEARED Richard Reed 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/IT/they EXECUTED THE SAME IN HIS/HER/ITS/their AUTHORIZED CAPACIT(Y) (ES) AND THAT BY HIS/HER/ITS/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:

Richard Reed
NOTARY PUBLIC IN AND FOR SAID STATE
Richard Reed
(PRINT NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY, COMMISSION NO. 1954862 MY COMMISSION EXPIRES 06/2, 2015

NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ON December 16, 2013 BEFORE ME, LATONYA A. BUTLER, A NOTARY PUBLIC, PERSONALLY APPEARED JACKIE AGOSTA 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/IT/they EXECUTED THE SAME IN HIS/HER/ITS/their AUTHORIZED CAPACIT(Y) (ES) AND THAT BY HIS/HER/ITS/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:

Latonya A. Butler
NOTARY PUBLIC IN AND FOR SAID STATE
Latonya A. Butler
(PRINT NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY, COMMISSION NO. 2000024 MY COMMISSION EXPIRES Dec. 6, 2016

SIGNATURE OMISSIONS NOTES:

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a) 3A (i-viii) OF THE SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING OWNER(S) OF THE INTEREST SET FORTH HAVE BEEN OMITTED, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY:

- ESMT HOLDER: DOMINGUEZ WATER COMPANY
PURPOSE: CONSTRUCTING AND MAINTAINING A PIPE LINE AND WATER DISTRIBUTION
RECORDED: BOOK 1515 PAGE 265, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY. (SAID EASEMENT IS BLANKET IN NATURE)
- ESMT HOLDER: STATE OF CALIFORNIA
PURPOSE: SLOPE
RECORDED: APRIL 22, 1980, BOOK D-822 PAGE 785, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.
- ESMT HOLDER: LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
PURPOSE: SLOPE
RECORDED: JUNE 25, 1970, AS INSTRUMENT NO. 1837, BOOK D-4751 PAGE 542, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.
- ESMT HOLDER: LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
PURPOSE: STORM DRAIN APPURTENANCES AND STORM DRAIN INGRESS AND EGRESS
RECORDED: AUGUST 15, 1991 AS INSTRUMENT NO. 91-1285322, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.
- ESMT HOLDER: LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
PURPOSE: SLOPE
RECORDED: FEBRUARY 10, 2011, AS INSTRUMENT NO. 20110225422, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.
- ESMT HOLDER: SOUTHERN CALIFORNIA GAS COMPANY
PURPOSE: PUBLIC UTILITIES
RECORDED: FEBRUARY 15, 2013, AS INSTRUMENT NO. 20130343982, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY. (SAID EASEMENT IS INDETERMINATE BY NATURE)
- ESMT HOLDER: SOUTHERN CALIFORNIA EDISON COMPANY
PURPOSE: PUBLIC UTILITIES
RECORDED: MARCH 6, 2013, AS INSTRUMENT NO. 20130340400, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY. (SAID EASEMENT IS INDETERMINATE BY NATURE)

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a) (3C) OF THE SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING OWNER(S) OF THE INTEREST SET FORTH HAVE BEEN OMITTED,

- INTEREST HOLDER: DEL AND ESTATE COMPANY, A CORPORATION
PURPOSE: OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES
RECORDED: JANUARY 10, 1984, AS INSTRUMENT NO. 2199, BOOK D-2318, PAGE 313, OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

377/77

Exhibit C Parcel Map

377/78

BOOK 377 PAGE 78

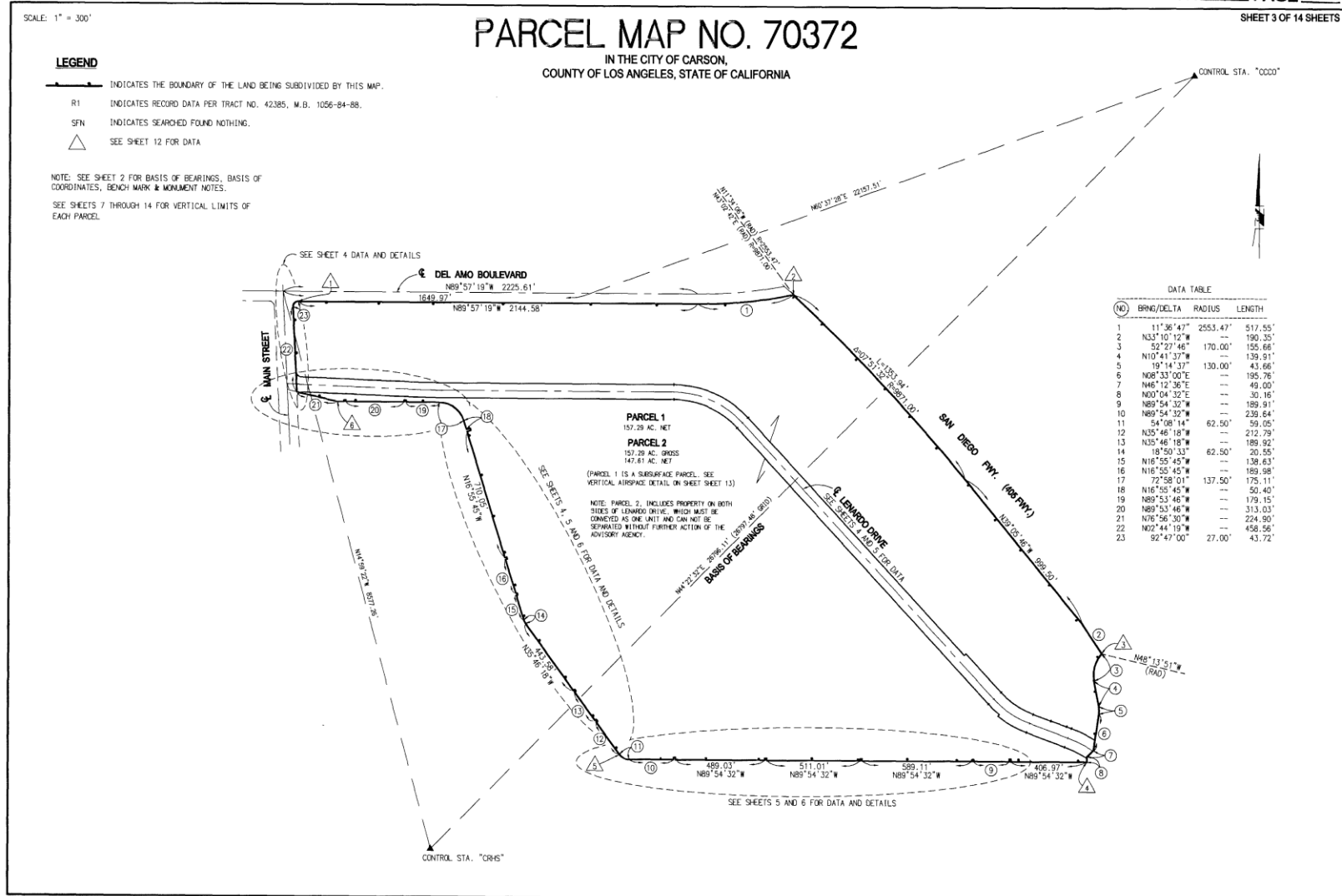


Exhibit C Parcel Map

377/88

BOOK 377 PAGE 88

SHEET 13 OF 14 SHEETS

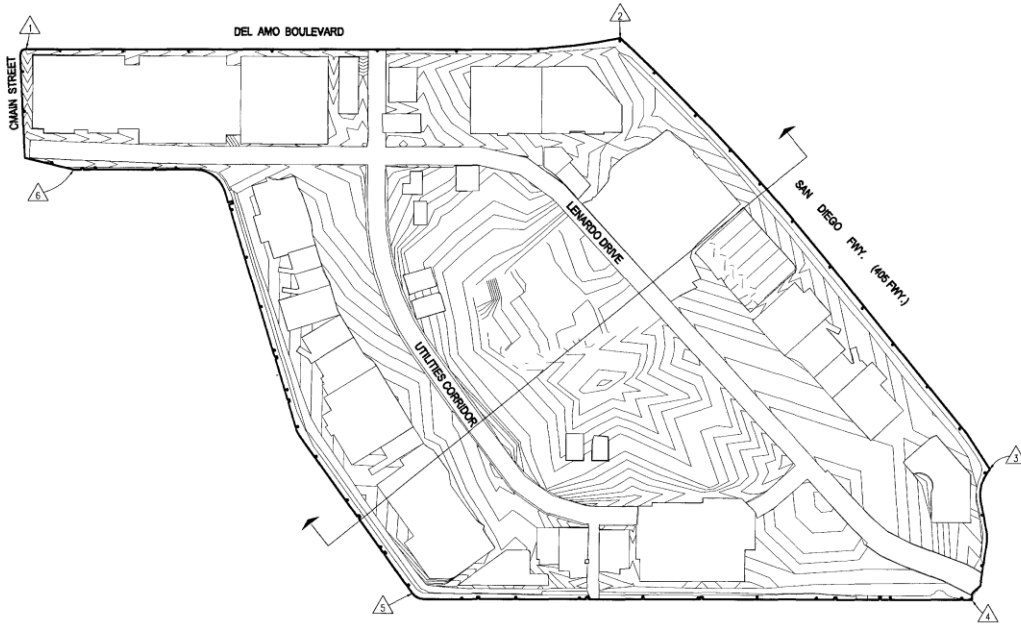
PARCEL MAP NO. 70372

IN THE CITY OF CARSON,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR INFORMATIONAL PURPOSES ONLY

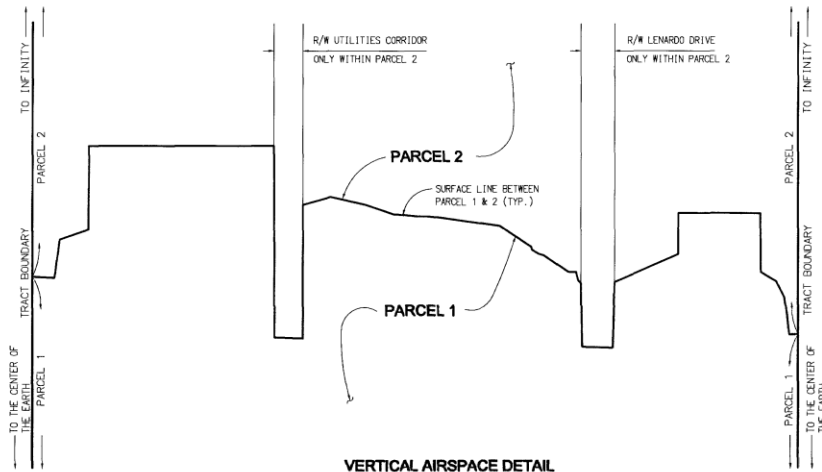
LEGEND

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
- R1 INDICATES RECORD DATA PER TRACT NO. 42385, M.B. 1056-84-88.
- SPN INDICATES SEARCHED FOUND NOTHING.
- △ SEE SHEET 12 FOR DATA

NOTE: SEE SHEET 2 FOR BASIS OF BEARINGS, BASIS OF COORDINATES, BENCH MARK & MONUMENT NOTES.
SEE SHEETS 7 THROUGH 14 FOR VERTICAL LIMITS OF EACH PARCEL.



TERRAIN PLAN VIEW
NOT TO SCALE



VERTICAL AIRSPACE DETAIL
NOT TO SCALE

Exhibit C
Parcel Map

377/89

BOOK 377 PAGE 89

NOT TO SCALE

PARCEL MAP NO. 70372

SHEET 14 OF 14 SHEETS

IN THE CITY OF CARSON
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR INFORMATIONAL PURPOSES ONLY
SURFACE ILLUSTRATIONS

SEE SHEETS 7 THROUGH 12 FOR SURFACE DATA FOR VERTICAL PARCEL LIMITS

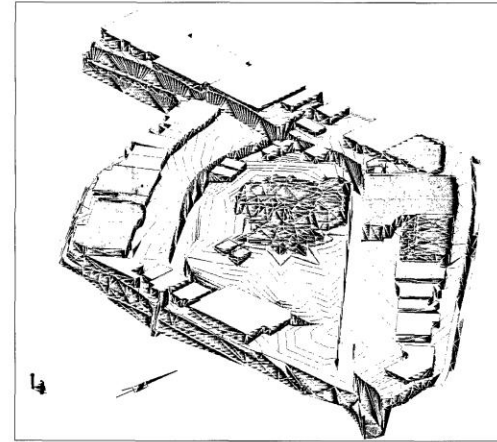
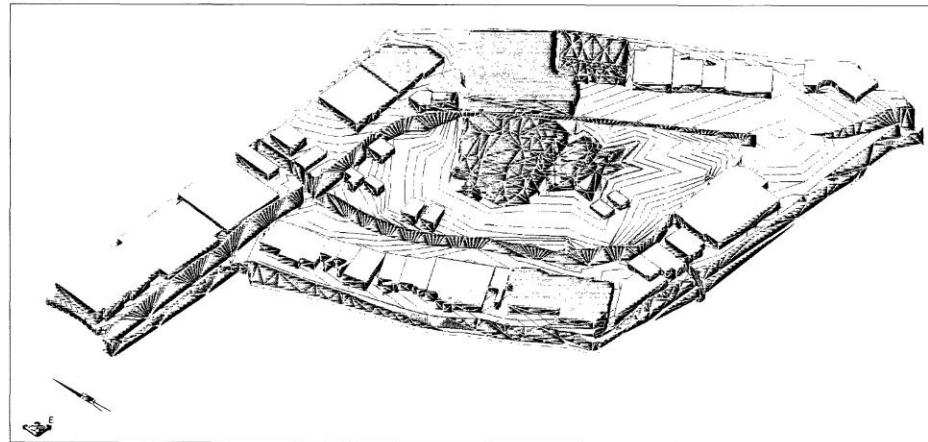
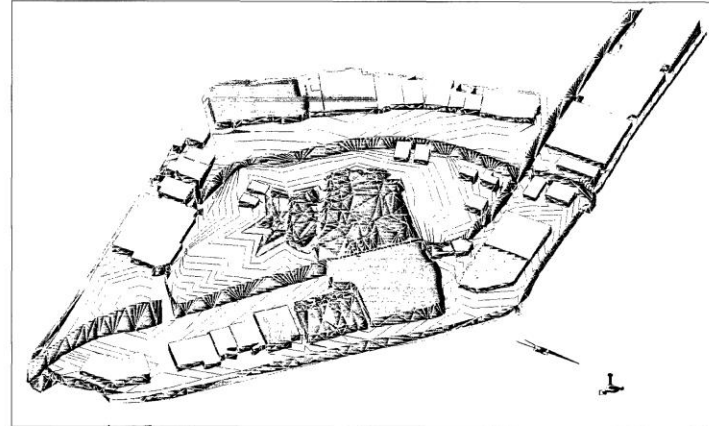
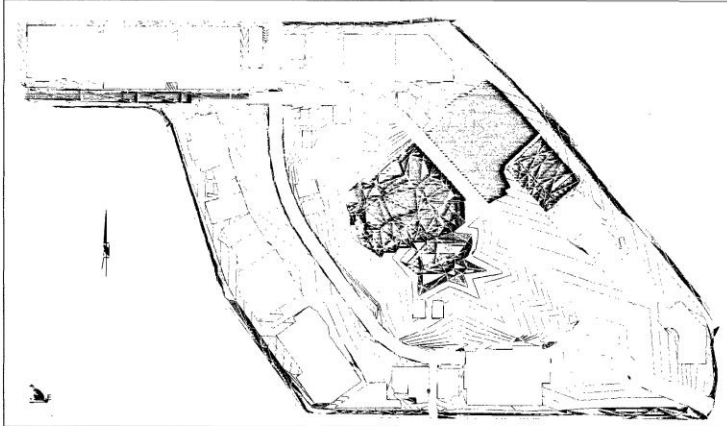


Exhibit D

Constituents of Concern and Concentrations as of June, 2022*

- Antimony in soil at 4.8 parts per million (“ppm”)
- Arsenic in soil at 98 ppm
- Beryllium in soil at 0.1 ppm
- Benzo(a)anthracene in soil at 0.80 ppm
- Benzo(a)fluoranthene in soil at 0.72 ppm
- alpha-BHC in soil at 0.044 ppm
- bis(2-ethylhexyl)phthalate in soil at 7.5 ppm
- benzene in groundwater at 480 micrograms per liter (“µg/l”)
- bis(2-ethylhexyl)phthalate in groundwater at 1.1 µg/l
- 1,1-dichloroethane in groundwater at 18 µg/l
- 1,2-dichloroethane in groundwater at 870 µg/l
- 1,1-dichloroethene in groundwater at 4.1 µg/l
- Ethylbenzene in groundwater at 46 µg/l
- Naphthalene in groundwater at 24 µg/l
- Tetrachloroethene in groundwater at 4.6 µg/l
- Toluene in groundwater at 73 µg/l
- Trichloroethene in groundwater at 38 µg/l
- Vinyl chloride in groundwater at 25 µg/l
- cis-1,2-Dichloroethene in groundwater at 120 µg/l
- trans-1,2-Dichloroethene in groundwater at 43 µg/l
- 1,4-Dioxane in groundwater at 100 µg/l
- Antimony in groundwater at 4.7 µg/l
- Arsenic in groundwater at 380 µg/l
- Barium in groundwater at 280 µg/l
- Beryllium in groundwater at 0.81 µg/l
- Chromium (total) in groundwater at 28 µg/l
- Manganese in groundwater at 150,000 µg/l

Exhibit D

Constituents of Concern and Concentrations as of June, 2022*

- Molybdenum in groundwater at 2,600 µg/l
- Nickel in groundwater at 130 µg/l
- Selenium in groundwater at 71 µg/l
- Vanadium in groundwater at 58 µg/l
- Zinc in groundwater at 110 µg/l
- Benzene in landfill gas at 6,000 micrograms per cubic meter (“µg/m³”)
- Chlorobenzene in landfill gas at 22,000 µg/m³
- Toluene in landfill gas at 11,000 µg/m³
- Trichloroethene in landfill gas at 150 µg/m³
- Vinyl chloride in landfill gas at 910 µg/m³
- p- and m-Xylenes in landfill gas at 13,000 µg/m³
- o-Xylene in landfill gas at 4,200 µg/m³
- Total Xylenes in landfill gas at 17,000 µg/m³

* Soil data taken from initial soil contaminant studies that pre-date large-scale import of soil cover