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20101862264



Pages:
0023

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

12/16/10 AT 08:00AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



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003048047

SEQ:
21

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T97

RECORDING REQUESTED BY:

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
NATIONAL/COMMERCIAL SERVICES
COMMERCIAL/INDUSTRIAL DIVISION



20101862264

WHEN RECORDED MAIL TO:

Industry Urban-Development Agency
15625 East Stafford Street, Suite 200
City of Industry, CA 91744
Attn: Kevin Radecki

FOR RECORDERS USE ONLY

NCS 424836-A

APN 8208-014-034

Quitclaim Deed

This Quitclaim deed is exempt from Recording Fees pursuant to California Governmental Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

RECORDING REQUESTED BY

First American Title Insurance Company

AND WHEN RECORDED RETURN TO:

Industry Urban-Development Agency
15625 East Stafford Street, Suite 200
City of Industry, California 91744
Attention: Kevin Radecki

This Quitclaim Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

APN: 8208-014-034

[SPACE ABOVE FOR RECORDER'S USE ONLY]

QUITCLAIM DEED

THE UNDERSIGNED DECLARES AS FOLLOWS:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ZIONS FIRST NATIONAL BANK does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to INDUSTRY URBAN-DEVELOPMENT AGENCY, a public body, corporate and politic, all of its right, title and interest in and to that certain real property located in the City of Industry, County of Los Angeles, State of California, more particularly described on Exhibit A attached hereto (the "Property").

The Property is subject to a Covenant and Environmental Restriction dated as of November 23, 2010, and recorded on December 2, 2010 in the Official Records of Los Angeles County, California, as Document 20101768606, which Covenant and Environmental Restriction is attached as Exhibit B hereto.

IN WITNESS WHEREOF, the undersigned has executed this Quitclaim Deed as of the date set forth below.

Dated: December 10, 2010

ZIONS FIRST NATIONAL BANK

By: _____
Name: BRANDY NELSON
Title: VP

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

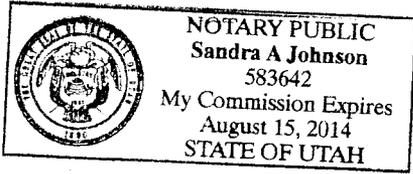
On December 10, 200, before me, Sandra A. Johnson, a notary public, personally appeared Zachary D. Nielsen, V.P. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same 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 Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sandra A. Johnson
Notary Public

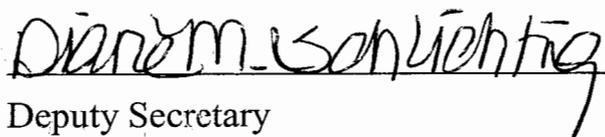
SEAL:



CERTIFICATE OF ACCEPTANCE

This is to certify the interest in real property conveyed by the Deed or Grant herein dated December 10, 2010, from Zions First National Bank to the INDUSTRY URBAN-DEVELOPMENT AGENCY, a body politic and corporate, is hereby accepted pursuant to authority conferred by Resolution No. 214, adopted October 10, 1978, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: December 13, 2010



Deputy Secretary
Industry Urban-Development Agency
CITY OF INDUSTRY, CALIFORNIA

**Exhibit A
to Quitclaim Deed**

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

PARCEL 1, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 147 FILED IN BOOK 120 PAGES 64 AND 65 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL AND MINERAL RIGHTS, BELOW A DEPTH OF 500 FEET BELOW THE NATURAL SURFACE THEREOF, BUT WITHOUT RIGHT OF SURFACE ENTRY ABOVE SAID 500 FOOT DEPTH, AS RESERVED IN THE DEED RECORDED JUNE 27, 1983 AS INSTRUMENT NO. 83-717532.

PAGE 10 ✓ 7

This page is part of your document



20101768606



Pages: 0017

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

12/02/10 AT 02:50PM

FEEs:	63.00
TAXES:	0.00
OTHER:	0.00
PAID:	63.00

LEADSHEET



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00003373230



003022196

SEQ:
02

DAR - Counter (Hard Copy)



THIS FORM IS

ES31M

RECORDER MEMO: This COPY is NOT an OFFICIAL RECORD

X



Recording Requested By:

Zions First National Bank, A National Banking Association
Attn: Zac Nelson
OREO Manager
Zions First National Bank
1 South Main Street, Ste 500
Salt Lake City, Utah 84133

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**

CALMAR
333 TURNBULL CANYON ROAD, CITY OF INDUSTRY, 91745
APN: 8208-014-034
LARWQCB SLIC CASE 102.0055

ORDER MEMO: This COPY is NOT an OFFICIAL RECORD

This Covenant and Environmental Restriction on Property ("Covenant") is made as of the 23 day of NOVEMBER, 2010 by Zions First National Bank, A National Banking Association ("Covenantor") who is the Owner of record of that certain property situated at 333 TURNBULL CANYON ROAD, in the City of INDUSTRY, County of LOS ANGELES, State of California, which is more particularly described in Exhibits A and B 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 required by the Board pursuant to Water Code section [13304 or 13307.1] because the Burdened Property is contaminated by hazardous materials as defined in section 25260 of the Health and Safety Code.

B. Contamination of the Burdened Property. The soil at the Burdened Property was contaminated by exterior waste storage activities conducted by Saint-Gobain Calmar, Inc., a prior owner/operator. The known contamination originally consisted of organic chemicals including tetrachloroethylene, trichloroethylene, benzene and toluene which constitute hazardous materials. By means of site characterization and this covenant, the known contamination has been reduced

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to levels protective for industrial/commercial land use.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in the soil and groundwater at the Burdened Property. Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could take place via in-place contact resulting in inhalation or ingestion. 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 used for industrial/commercial purposes and is adjacent to industrial/commercial land 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, lessees, and possessors of all or any portion of the Burdened Property shall become Owners or Occupants as defined herein and shall be deemed by their purchase, leasing, or possession of the Burdened Property to be bound by the Restrictions and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, 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.

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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 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 real property rights, 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 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:

- 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 for persons under 21 years of age shall be permitted on the Burdened Property;
- e. No care or community centers for children or senior citizens, or other uses that would

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involve the regular congregation of children or senior citizens, shall be authorized on the Burdened Property;

f. No Owner or Occupant shall conduct or permit any excavation work within the area of residual contamination shown on Exhibit B on the Burdened Property, unless expressly permitted in writing by the Board. 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 within the area of residual contamination shown on Exhibit B on the Burdened Property shall be performed pursuant to an appropriate and fully implemented Health and Safety Plan approved by the Board;

h. All uses and development within the area of residual contamination shown on Exhibit B of the Burdened Property shall be consistent with any applicable Board Order or Risk Management Plan, each of which is hereby incorporated herein by reference, and including future amendments thereto. All uses and development shall preserve the integrity of any cap, any remedial measures taken or remedial equipment installed, and any groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Board, unless otherwise expressly permitted in writing by the Board;

i. No Owner or Occupant shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board; nor shall the Owner or Occupant permit or engage any third party to do such acts;

j. 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, any remedial measures taken or remedial equipment installed, and of the groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Board, 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;

k. 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

l. 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 within the area of residual contamination shown on Exhibit B of the Burdened Property shall preserve the integrity of any capped areas.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the Restrictions

b

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.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or 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 November 23, 2010, and recorded on December 2, 2010 in the Official Records of Los Angeles County, California, as Document 20101768606 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:

ORDER MEMO: This COPY is NOT an OFFICIAL RECORD

M

If To: "Covenantor"
Zions First National Bank, A National Banking Association
Attn: Zac Nelson
OREO Manager
Zions First National Bank
1 South Main Street, Ste 500
Salt Lake City, Utah 84133

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]**

8

Covenantor: Zions First National Bank, A National Banking Association

Print Name: KEVIN H. SHURTLEFF

Signature: [Handwritten Signature]

Title: SENIOR VICE PRESIDENT

Date: 11/23/2010

CERTIFICATE OF ACKNOWLEDGMENT

State of Utah

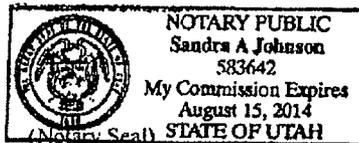
County of Salt Lake

On 11/23, 2010 before me, Sandra A Johnson, Notary Public, personally appeared Kevin H. Shurtluff, 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.

[Handwritten Signature]
Signature of Notary Public



ORDER MEMO: This COPY is NOT an OFFICIAL RECORD

X

California Regional Water Quality Control Board, Los Angeles Region

Print Name: Samuel Unger

Signature: Samuel Unger

Title: Executive Officer

Date: Dec. 1, 2010

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

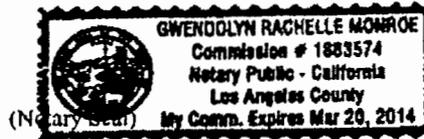
On 12/01, 2010 before me, GWENDOLYN RACHELLE MONROE, Notary Public, personally appeared SAMUEL UNGER

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



ORDER MEMO: This COPY is NOT an OFFICIAL RECORD

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 147 FILED IN BOOK 120 PAGES 64 AND 65 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL AND MINERAL RIGHTS, BELOW A DEPTH OF 500 FEET BELOW THE NATURAL SURFACE THEREOF, BUT WITHOUT RIGHT OF SURFACE ENTRY ABOVE SAID 500 FOOT DEPTH, AS RESERVED IN THE DEED RECORDED JUNE 27, 1983 AS INSTRUMENT NO. 83-717532.

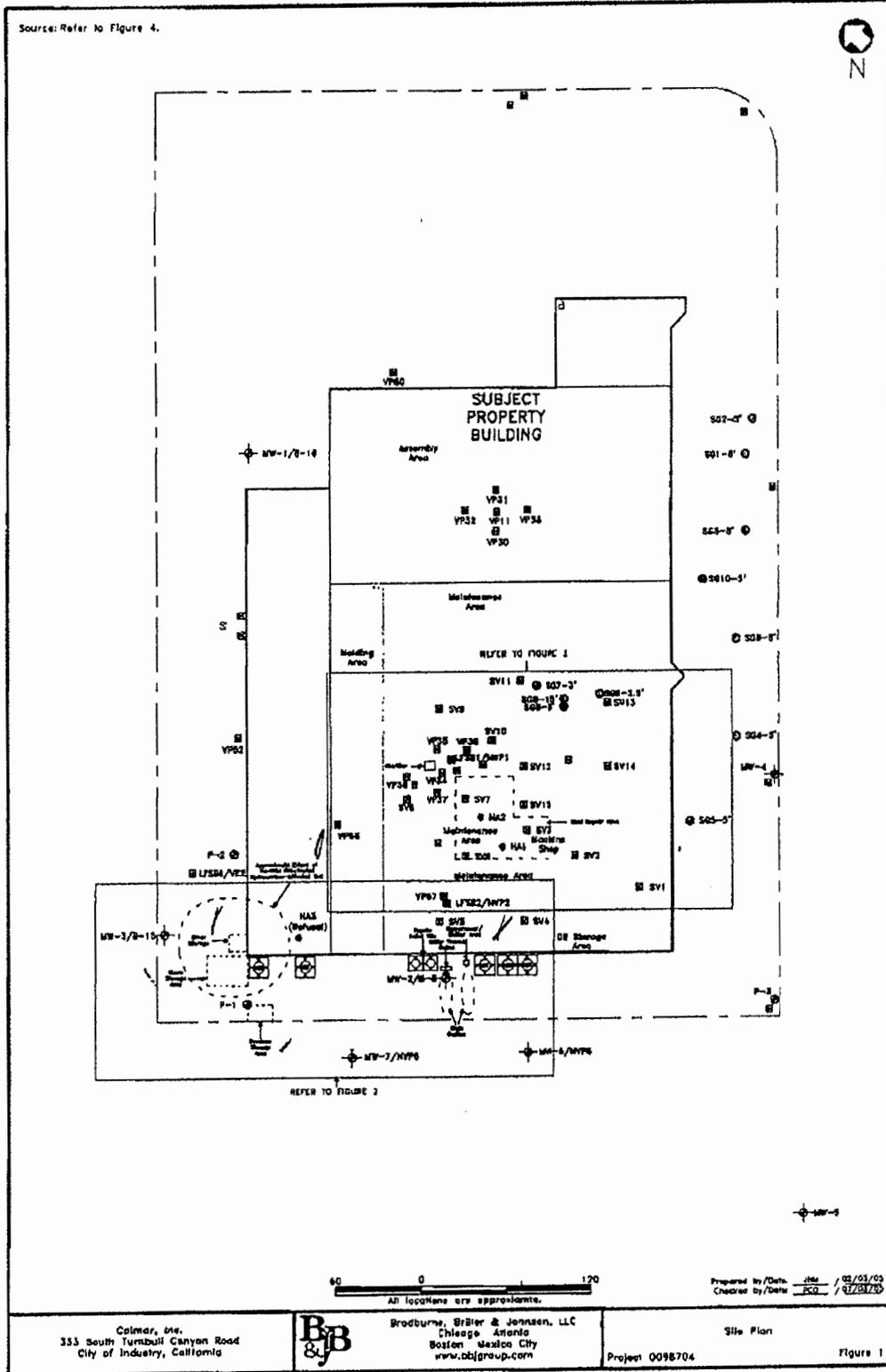
Assessor's Parcel No.: 8208-014-034

EXHIBIT B

SITE PLAN SHOWING AREA OF RESIDUAL CONTAMINATION

17

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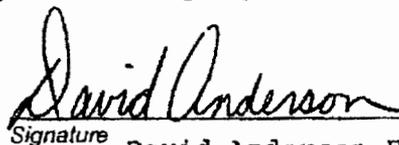
18

The attached five (5) pages are attached to clarify the portion of the language on Exhibit 'B' that is not photo-legible for the purposes of recording.

ORDER MEMO: This COPY is NOT an OFFICIAL RECORD

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date 12-2-2010



Signature David Anderson-First Legal Support Services

Norwalk, California

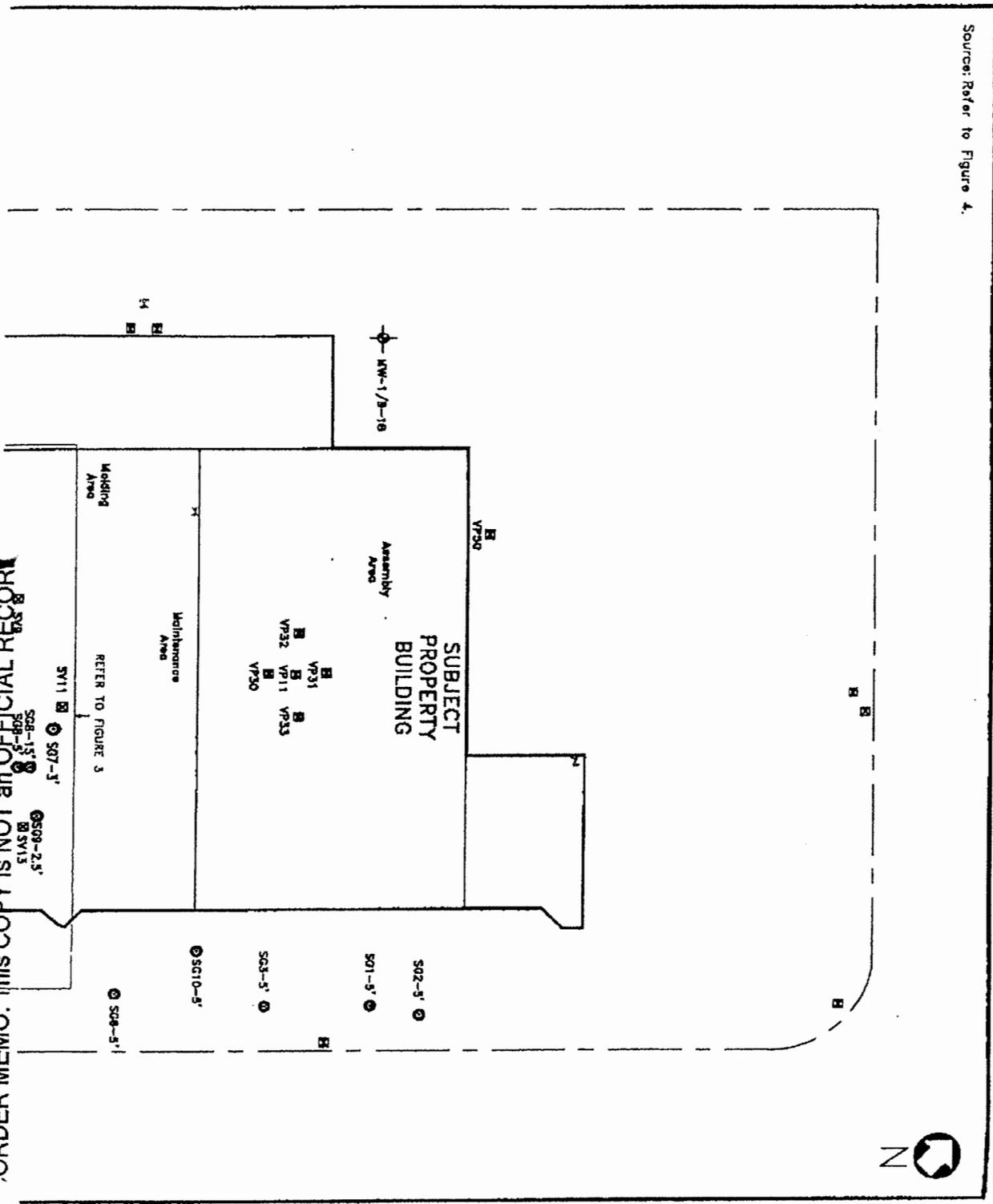
Place of Execution

~~13~~

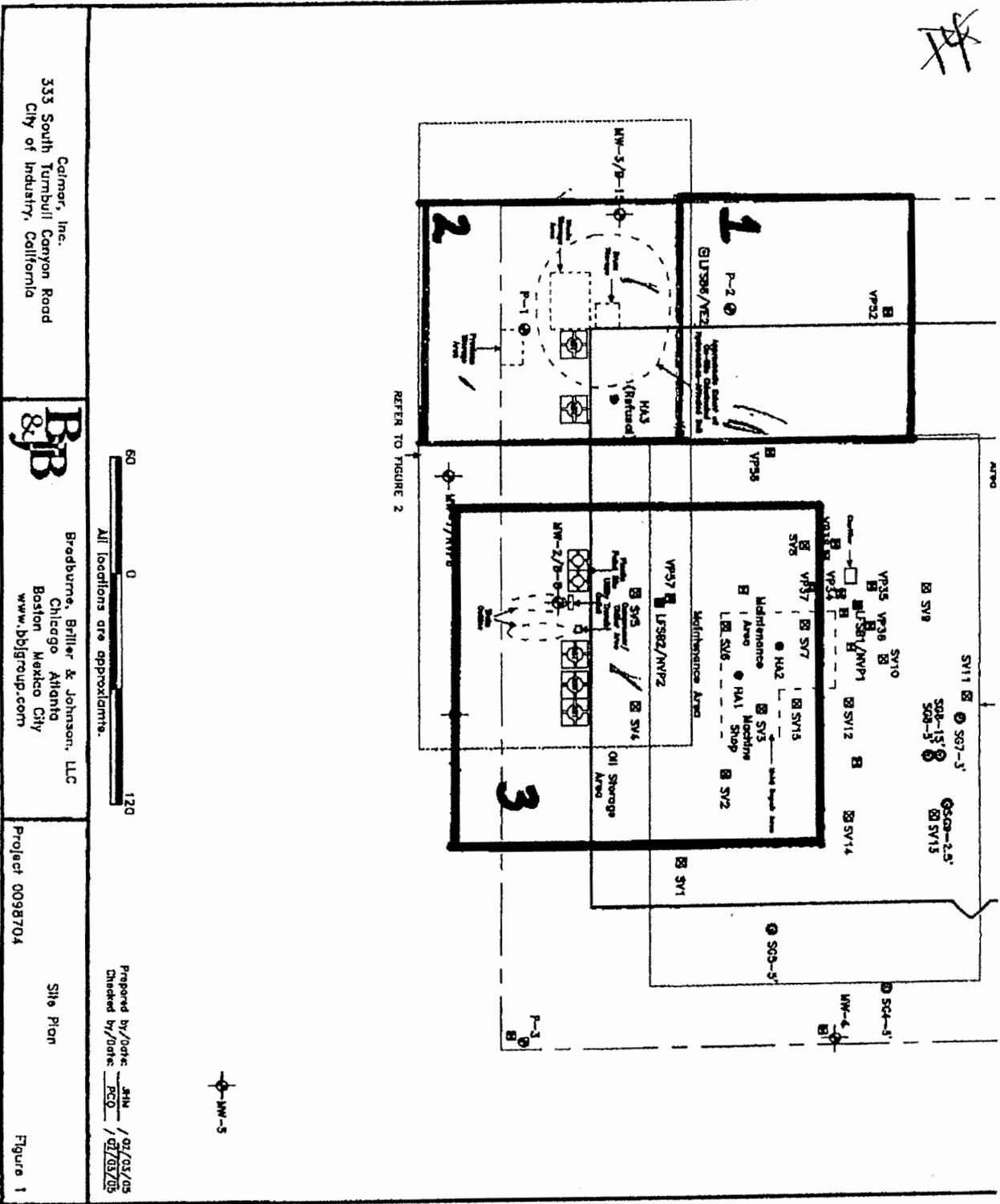
EXHIBIT B

SITE PLAN SHOWING AREA OF RESIDUAL CONTAMINATION

Source: Refer to Figure 4.



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Calmar, Inc.
 333 South Turnbull Canyon Road
 City of Industry, California



Brodburne, Briller & Johnson, LLC
 Chicago Atlanta
 Boston Mexico City
 www.bbbrgroup.com

Project 0098704

Site Plan

Figure 1



Prepared by/date: JHM / 02/03/05
 Checked by/date: PCO / 07/03/05



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VP52

1

P-2 

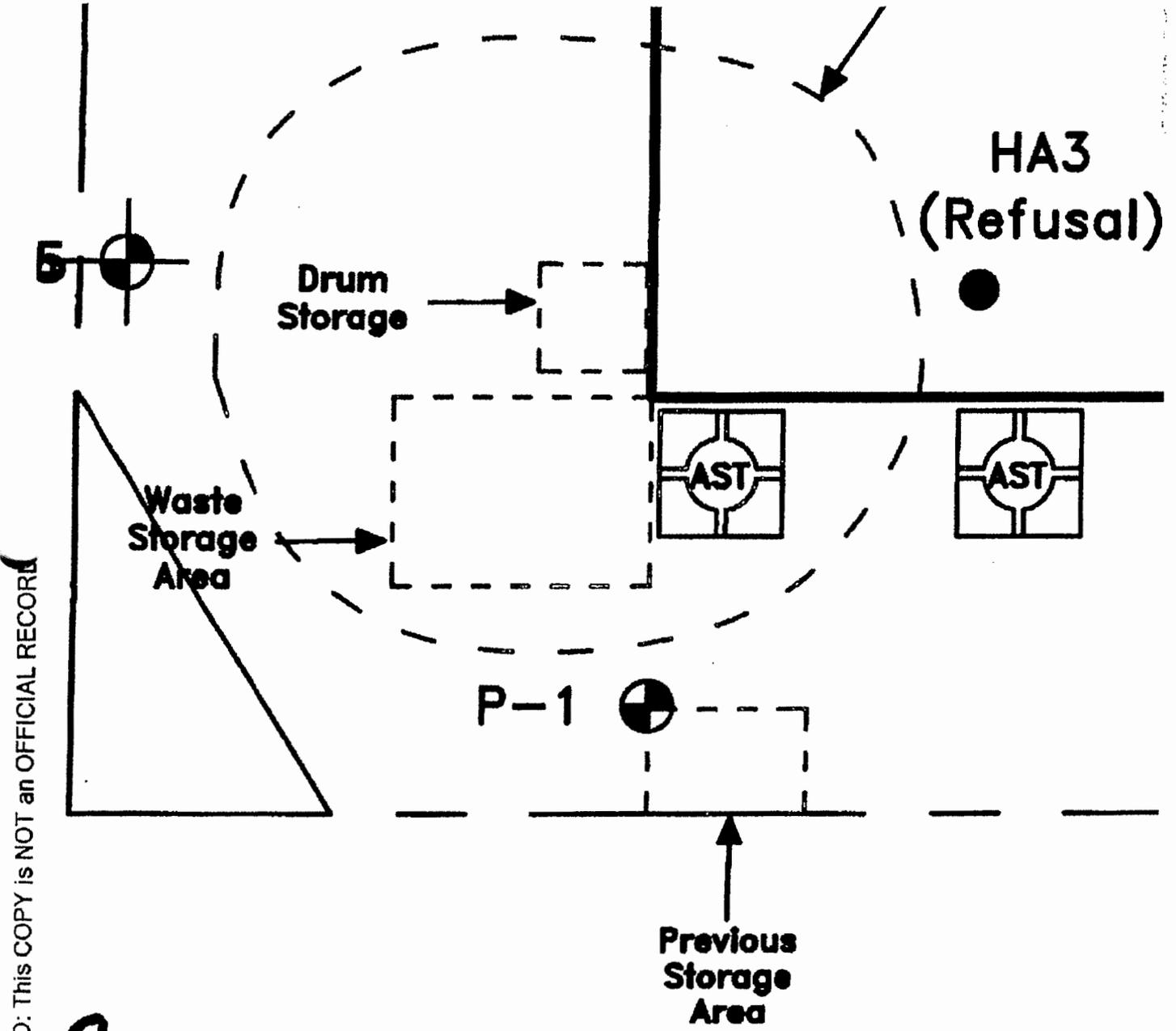
LFSB6/VE2

**Approximate Extent of
On-Site Chlorinated
Hydrocarbon-Affected Soil**

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~~16~~

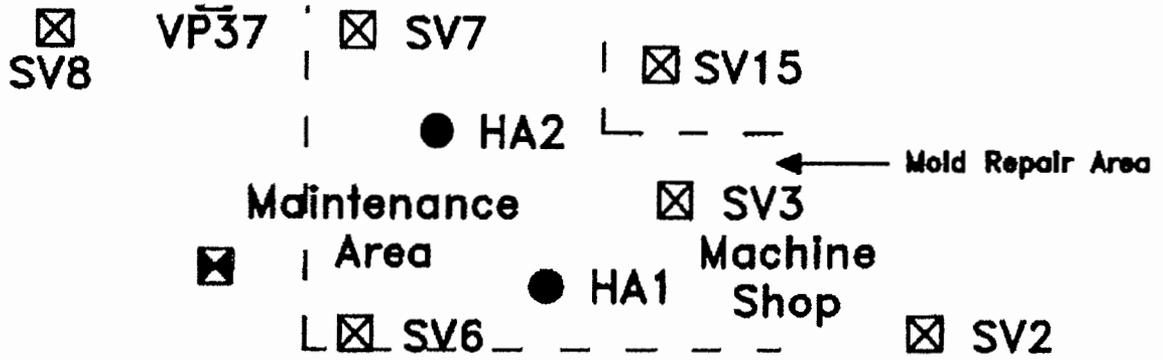


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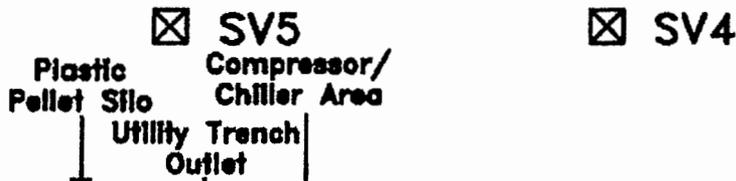
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~~11~~



Maintenance Area



Oil Storage Area



Stain Outline

3

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