Five-Year Review Report

Third Five-Year Review Report

McColl Superfund Site

Orange County, California

PREPARED BY

United States Army Corps of Engineers

Seattle District

Seattle, Washington

Approved by: Date:

Kathleen Salyer 9/28/12

Kathleen Salyer, Assistant Director
Assistant Director, Superfund Division
California Site Cleanup Branch
US EPA Region 9

[This page is intentionally left blank.]

Executive Summary

This is the third Five-Year Review (FYR) of the McColl Superfund Site located in Orange County, California. The purpose of this FYR is to review information to determine if the remedy is and will continue to be protective of human health and the environment. The triggering action for this review was the signing of the previous FYR on September 30, 2007.

The McColl Superfund Site is located at the southwest corner of Rosecrans Avenue and Sunny Ridge Drive in Fullerton, California. From 1942 to 1946, the 22 acres of what was to become the McColl Superfund Site, were used as a disposal area for an estimated 72,600 cubic yards of low-pH petroleum refinery waste in 12 unlined sumps. Over time, waste constituents leached from the sumps into underlying perched groundwater and have been transported hydraulically downgradient in the dissolved phase. The site was divided into two units known as the source and groundwater operable units. The principal contaminants of concern are benzene, tetrahydrothiophenes, and metals.

The source operable unit Record of Decision (ROD) was signed in 1993, and the groundwater operable unit (OU) ROD was signed in 1996. Remedial action objectives for the source OU and the groundwater OU are closely linked at this site. In fact, the groundwater OU ROD refers to and incorporates source OU selected response actions.

EPA selected the following remedy for the two OUs to protect long-term human health and the environment:

- Long-term isolation of waste materials;
- Minimization of infiltration of rain water into waste materials to significantly reduce infiltration from the perched zones to the regional aquifer ;
- Control of gases emitted from the waste;
- Provision of adequate load bearing capacity for the end use of the site.

Construction activities for the remedy began on July 1996 and were completed in November 1997. These activities included the following:

- Installation of subsurface cut-off walls, primarily for vapor containment;
- Installation of two, adjacent impermeable cover systems;
- Grading to facilitate surface water control;
- Erosion control measures;
- Construction of a gas collection and treatment plant; and
- Golf course restoration activities.

According to the data reviewed, the site inspection, and the interviews, the remedy is functioning as intended by the source ROD, the groundwater ROD, and the Explanation of Significant Difference (ESD). There have been no changes in the Applicable or Relevant and Appropriate Requirement (ARARs), standards that affect the protectiveness of the remedy. The remedy is still protective of human health and the environment. There is no other information that calls into question the protectiveness of the remedy.

Source OU Protectiveness Statement: The remedy at the McColl site for the source OU is protective of human health and the environment, and exposure pathways that could result in unacceptable risks are being controlled. The remedy is expected to continue to be protective for the long term.

Groundwater OU Protectiveness Statement: The remedy at the McColl site for the groundwater OU is protective of human health and the environment, and exposure pathways that could result in unacceptable risks are being controlled. The remedy is expected to continue to be protective in the long term.

Combined Comprehensive Site-Wide Protectiveness Statement for Construction Complete Site: The overall remedy at the McColl Superfund site for both source and groundwater OUs is protective of human health and the environment, and exposure pathways that could result in unacceptable risks are being controlled. The remedy is expected to continue to be protective in the long term.

Five-Year Review Summary Form

SITE IDENTIFICATION		
Site Name: McColl Superfund Site		
EPA ID: CAD980498695		
Region: 09	**State:** CA	**City/County:** Fullerton/Orange

SITE STATUS	
NPL Status: Final	
Multiple OUs? Yes	**Has the site achieved construction completion?** Yes

REVIEW STATUS
Lead agency: EPA **If "Other Federal Agency" was selected above, enter Agency name:**
Author name (Federal or State Project Manager): Rusty Harris-Bishop, Richard Garrison, Deborah Johnston, Heather Whitney, and Thomas Gardner-Clayson
Author affiliation: EPA Region 9 and USACE Seattle District
Review period: January 2012 – 30 September 2012
Date of site inspection: 27 February 2012
Type of review: Statutory
Review number: 3
Triggering action date: 25 September 2007
Due date *(five years after triggering action date)*: 25 September 2012

Five-Year Review Summary Form (continued)

Issues/Recommendations				
OU(s) without Issues/Recommendations Identified in the Five-Year Review:				
Source and Groundwater OUs				
Issues and Recommendations Identified in the Five-Year Review:				
OU(s): N/A	**Issue Category: No Issue**			
	Issue:			
	Recommendation			
Affect Current Protectiveness	**Affect Future Protectiveness**	**Implementing Party**	**Oversight Party**	**Milestone Date**

Protectiveness Statement(s)		
Include each individual OU protectiveness determination and statement. If you need to add more protectiveness determinations and statements for additional OUs, copy and paste the table below as many times as necessary to complete for each OU evaluated in the FYR report.		
Operable Unit: **Source OU**	***Protectiveness Determination:*** **Protective**	*Addendum Due Date (if applicable):*
Protectiveness Statement: The remedy at the McColl site for the source OU is protective of human health and the environment, and exposure pathways that could result in unacceptable risks are being controlled. The remedy is expected to continue to be protective for the long term.		
Operable Unit: **Groundwater OU**	***Protectiveness Determination:*** **Protective**	*Addendum Due Date (if applicable):*
Protectiveness Statement: The remedy at the McColl site for the groundwater OU is protective of human health and the environment, and, exposure pathways that could result in unacceptable risks are being controlled. The remedy is expected to continue to be protective for the long term.		

Sitewide Protectiveness Statement (if applicable)	
For sites that have achieved construction completion, enter a sitewide protectiveness determination and statement.	
Protectiveness Determination: Protective	*Addendum Due Date (if applicable):*
Protectiveness Statement: The overall remedy at the McColl Superfund site for both source and groundwater OUs is protective of human health and the environment, and exposure pathways that could result in unacceptable risks are being controlled. The remedy is expected to continue to be protective for the long term.	

Contents

List of Figures ..... **vii**

List of Tables ..... **vii**

1. Introduction **11**

2. Site Chronology **12**

3. Background **13**

3.1. Physical Characteristics 13

3.2. Hydrology 16

3.3. Land and Resource Use 16

3.4. History of Contamination 17

3.5. Initial Response 17

3.6. Basis for Taking Action 18

4. Remedial Actions **19**

4.1. Remedy Selection 19

4.2. Remedy Implementation 21

4.3. Operation and Maintenance (O&M) 23

5. Progress Since the Last Five-Year Review **25**

5.1. Previous Five-Year Review Protectiveness Statement and Issues 25

5.2. Work Completed at the Site During the Review Period 27

6. Five-Year Review Process **28**

6.1. Administrative Components 28

6.2. Community Involvement 29

6.3. Document Review 29

6.3.1. ARARs Review 29

6.3.2. Risk Assessment Review 33

6.3.3. Ecological Risk Assessment Review 37

6.4. Data Review 38

6.5. Site Inspection 43

6.6. Institutional Controls 44

6.7. Interviews 45

7. Technical Assessment **45**

7.1. Question A: Is the remedy functioning as intended by the decision documents? 45

7.2. Question B: Are the exposure assumptions, Toxicity Data, Cleanup Levels, and Remedial Action Objectives (RAOs) Used at the Time of Remedy Selection Still Valid?...47

7.3. Question C: Has Any Other Information Come to Light That Could Call Into Question the Protectiveness of the Remedy? 48

7.4. Technical Assessment Summary 48

8. Issues 49

9. Recommendations and Follow-up Actions 49

10. Protectiveness Statement 49

11. Next Review 49

List of Figures

Figure 1: Location Map for the McColl Superfund site 14

Figure 2. Detailed Map of the McColl Superfund site 15

List of Tables

Table 1. Chronology of Site Events 12

Table 2. Annual O&M Costs 24

Table 3. Status of Recommendations from the 2007 FYR 26

Table 4. Applicable or Relevant and Appropriate Requirements Evaluation 30

Table 5. Summary of Risk Assessment for the ROD(s) 33

Table 6. Groundwater VOCs since Last FYR Compared to Vapor Intrusion Screening Values. 35

Table 7. Revisions to toxicity values since the last FYR 36

Table 8. 2007-2010 Groundwater Analytical Summary 42

Table 9. IC Summary Table 44

List of Abbreviations

3-THT	tetrahydro-3-methyl-thiophene
ARAR	Applicable or Relevant and Appropriate Requirement
BPHE	Baseline Public Health Evaluation
BRA	Baseline Risk Assessment
btoc	Below Top of Casing
CA	California
CALEPA	California Environmental Protection Agency
CCR	California Code of Regulations
CD	Consent Decree
CFR	Code of Federal Regulations
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
COC	Contaminant of Concern
COPC	Contaminant of Potential Concern
CX	Center of Expertise
DO	Dissolved Oxygen
DOI	Department of the Interior
DTSC	Department of Toxic Substances Control
EPA	United States Environmental Protection Agency
CFR	Code of Federal Regulations
ESD	Explanation of Significant Difference
FS	Feasibility Study
ft	Foot/Feet
FYR	Five-Year Review
GAC	Granular Activated Carbon
GCTS	Gas Collection and Treatment System
GPP	Gas Pressure Probes
GSP	Gas Sampling Probes
HTRW	Hazardous, Toxic, and Radioactive Waste
IAG	Interagency Agreement
IC	Institutional Control
ICDR	Final Integrated Conceptual Design Report
ICF	ICF Technology, Inc.
IRIS	Integrated Risk Information System

IUR	Inhalation Unit Risk
LCCC	Los Coyotes Country Club
MCL	Maximum Contaminant Level
MCLG	Maximum Contaminant Level Goal
mg/l	Milligrams per Liter
MSG	The McColl Site Group of Oil Companies
msl	Mean Sea Level
NC	Non-cancer
NCP	National (Oil and Hazardous Substances Pollution) Contingency Plan
ND	Non-Detect
NE	Nebraska
NPL	National Priorities List
NTU	Nephelometric Turbidity Units
O&M	Operations and Maintenance
OCWD	Orange County Water District
OM&M	Operations, Maintenance, and Monitoring
OSWER	Office of Solid Waste and Emergency Response
OU	Operable Unit
PAH	Polycyclic Aromatic Hydrocarbon
PDT	Project Delivery Team
PID	photo ionization detector
ppm	Parts per Million
PRG	Preliminary Remediation Goal
PRP	Potentially Responsible Party
psi	Pounds per Square Inch
QC	Quality Control
RA	Remedial Action
RAO	Remedial Action Objective
RCRA	Resource Conservation and Recovery Act
RD	Remedial Design
RfC	(inhalation) Reference Concentration
RfD	(oral) Reference Dose
RI	Remedial Investigation
ROD	Record of Decision
RWQCB	Regional Water Quality Control Board

SARA	Superfund Amendment Reauthorization Act
SDWA	Safe Drinking Water Act
SVOC	Semi-Volatile Organic Compound
TBA	tert-butyl alcohol
TBC	To Be Considered
THT	Tetrahydrothiophene
TSDF	Treatment Storage and Disposal Facility
TT	Treatment Technique
µg/l	Micrograms per Liter
US	United States
USACE	United States Army Corps of Engineers
USC	United States Code
USEPA	United States Environmental Protection Agency
VOC	Volatile Organic Compound
WA	Washington

1. Introduction

The purpose of a Five-Year Review (FYR) is to evaluate the implementation and performance of a remedy in order to determine if the remedy will continue to be protective of human health and the environment. The methods, findings, and conclusions of FYRs are documented in five-year review reports. In addition, FYR reports identify issues found during the review, if any, and document recommendations to address them.

The U.S. Environmental Protection Agency (EPA) prepares FYRs pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 121 and the National Contingency Plan (NCP). CERCLA 121 states:

> "*If the President selects a remedial action that results in any hazardous substances, pollutants, or contaminants remaining at the site, the President shall review such remedial action no less often than each five years after the initiation of such remedial action to assure that human health and the environment are being protected by the remedial action being implemented. In addition, if upon such review it is the judgment of the President that action is appropriate at such site in accordance with section [104] or [106], the President shall take or require such action. The President shall report to the Congress a list of facilities for which such review is required, the results of all such reviews, and any actions taken as a result of such reviews."*

EPA interpreted this requirement further in the NCP; 40 Code of Federal Regulations (CFR) Section 300.430(f)(4)(ii), which states:

> "*If a remedial action is selected that results in hazardous substances, pollutants, or contaminants remaining at the site above levels that allow for unlimited use and unrestricted exposure, the lead agency shall review such actions no less often than every five years after the initiation of the selected remedial action*."

EPA Region 9 and the U.S. Army Corps of Engineers (USACE) conducted the FYR and prepared this report regarding the remedy implemented at the McColl Superfund Site in Fullerton, Orange County, California. EPA is the lead agency for developing and implementing the remedy for the Site. The USACE has provided technical assistance to the EPA in the preparation of this report.

This is the third FYR for the McColl Superfund site. The triggering action for this statutory review is the previous FYR. The FYR is required due to the fact that hazardous substances, pollutants, or contaminants remain at the Site above levels that allow for unlimited use and unrestricted exposure. The Site consists of two Operable Units, both of which are addressed in this FYR.

2. Site Chronology

The following table lists the dates of important events for the McColl Superfund site.

Table 1. Chronology of Site Events

Event	Date
Disposal of petroleum waste at the site	1942-1946
Adjacent Los Coyotes Country Club constructed	Late 1950s
Adjacent residential neighborhoods initially developed	1960s
First odor and health complaints from residents	1978
Public hearing on site held by California (CA) Department of Toxic Substances Control (DTSC)	1980
Site listed on federal Superfund National Priorities List (NPL)	1982
EPA and CA/DTSC proposal to excavate and dispose waste off site is blocked in State court	1984
McColl Action Group (community organization) active	1985-1991
EPA concludes preparation of Feasibility Study (FS), proposes waste incineration, but field testing fails	1989
Fullerton Hills Community Association active	1991-1997
EPA concludes FS revisions, proposes waste solidification	1992
Source OU Record of Decision is signed; includes contingency remedy of Resource Conservation and Recovery Act (RCRA)-equivalent cap	1993
When waste solidification pilot fails, EPA decides to implement contingency remedy, which was the RCRA-equivalent cap	1995
The McColl Site Group oil companies conduct the site groundwater Remedial Investigation (RI)/FS	1993-1996
Groundwater OU Record of Decision is signed; includes further measures to reduce surface water infiltration and groundwater monitoring	1996
On site construction of RCRA cap begins, and triggers FYR process	3/31/1997
Final inspection of remedial action	11/13/1997

Issuance of Remedial Action Report	5/28/1998
Issuance of Preliminary Close Out Report	6/30/1998
New holes (over site) of Los Coyotes golf course open	1998
Issuance of first FYR Report	9/30/2002
Issuance of Explanation of Significant Differences revising groundwater remedy	9/1/2005
Second FYR report completed	9/25/2007

3. Background

3.1. Physical Characteristics

The McColl Superfund site is located in the City of Fullerton, Orange County, California (Figure 1). The Site is fenced and is currently located entirely within the boundaries of the Los Coyotes Country Club. Surface use of the Site consists of the Lake Nine portion of the country club's 27 hole golf course (Figure 2). Because of its incorporation into a golf course, the Site is predominantly grass-covered and ornamentally landscaped; the grass is regularly watered and mowed. The northeast corner of the site is located at the intersection of Rosecrans Boulevard and Sunny Ridge Drive. The terrain at the Site slopes gently from the northeast to southwest, with a maximum relief of approximately 70 feet (ft). The golf course and surrounding residential areas have altered the natural topography; the Site generally lies at the lower southern face of the east-west trending Los Coyotes Hills. The climate at the Site and surrounding area is Mediterranean, characterized by hot dry summers, and mild winters during which most of the year's rainfall occurs.

Surface water drainage from the 22 acres is facilitated through engineered features, including the contoured vegetated multi-layer cover system, concrete-lined v-ditches, and retention ponds. There is one surface water drainage pathway originating off-site that traverses the northwest corner of the Site. This surface water drainage originates on land located directly to the north of the Site across Rosecrans Boulevard and predominantly west of the new fire station constructed across Rosecrans Boulevard from the Site. Flow is routed into a geosynthetic-lined retention pond located on the Lake Nine portion of the golf course. The retention pond is designed to detain 100-year peak flows and overflows through a culvert into a swale which traverses the course and enters another detention pond downstream.

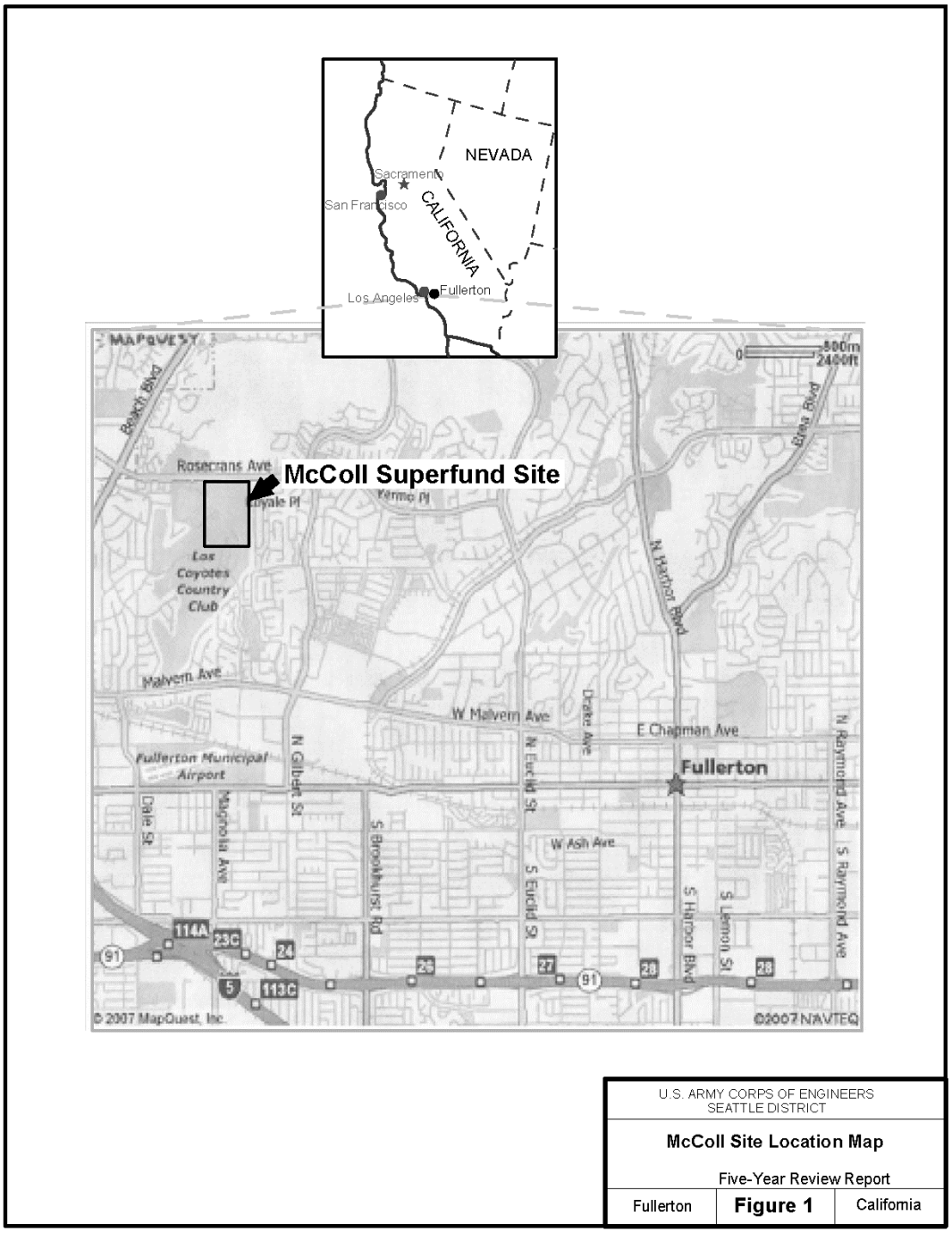


Figure 1: Location Map for the McColl Superfund site

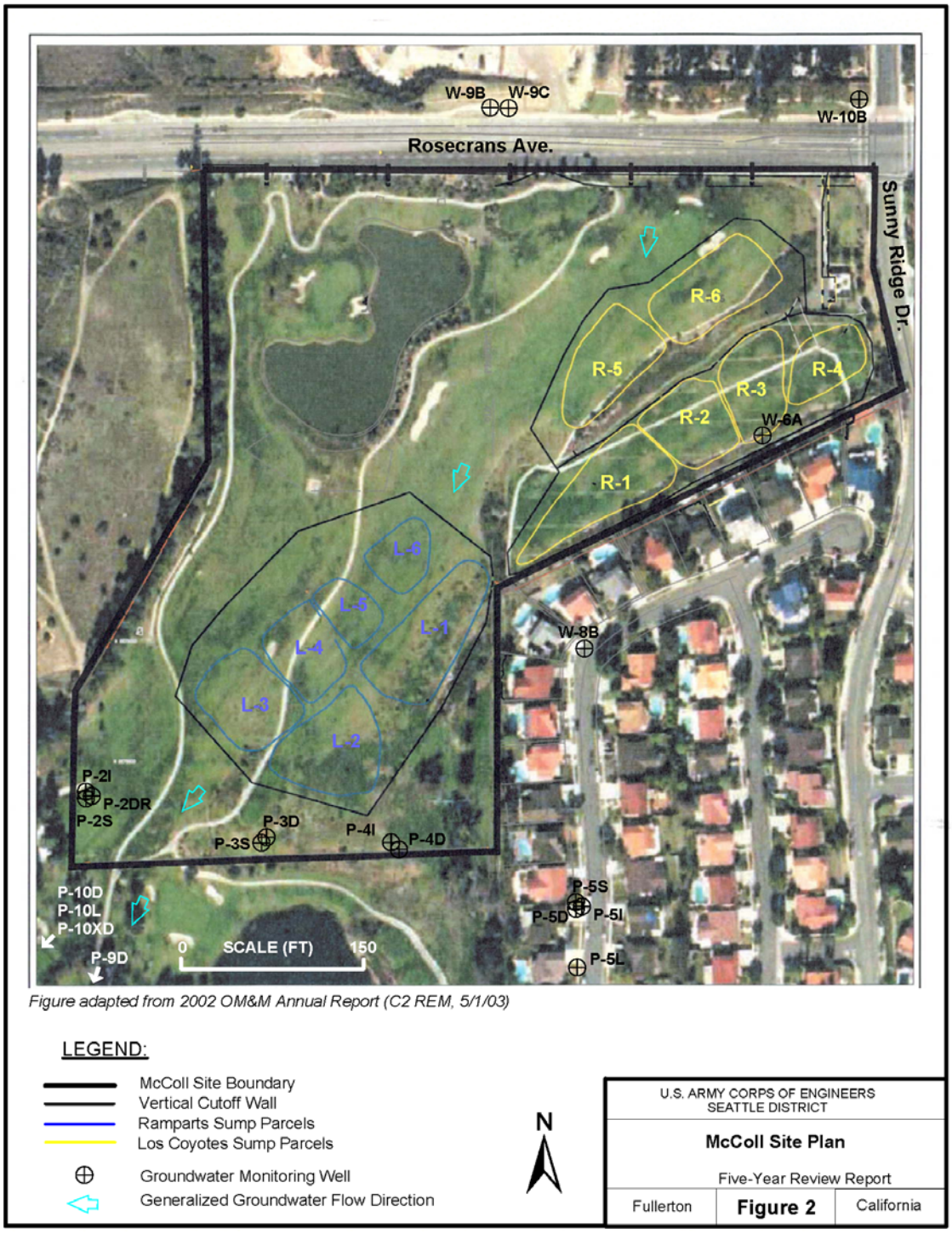


Figure 2. Detailed Map of the McColl Superfund site

3.2. Hydrology

Consolidated Quaternary alluvial deposits underlie major portions of Orange County, California, including the McColl Superfund site. Regional hydrologic units consist of three distinct formations: the La Habra Formation; the Coyote Hills Formation; and the San Pedro Formation. The La Habra formation is nearest to the surface at the site, and is an Upper Pleistocene deposit of relatively fine-grained material laid in a non-marine and floodplain environment. It consists of semi-perched aquifers of limited extent. The coarser-grained Coyote Hills formation underlies the La Habra, and is a Lower Pleistocene deposit laid in a non-marine environment. The San Pedro Formation is the deepest of the three, and is an Older Lower Pleistocene deposit consisting of shallow to deep massive sands. The principal aquifer of the Orange County basin occurs at the base of the San Pedro Formation.

Four groundwater-bearing zones at the Site have been designated alphabetically from the shallowest to the deepest, A through D. Zones A, B, and C are located within the La Habra Formation. Zone D is located in the Coyote Hills Formation. On-site these zones are separated from one another by clay layers which serve as barriers to vertical flow, although the C zone does appear to intersect the regional aquifer at the southern site boundary. The regional aquifer is the Upper San Pedro aquifer, and thus incorporates the lower C and D local groundwater zones. To date only arsenic (at one location) and selenium (at a different location) have been detected in concentrations exceeding the Maximum Contaminant Levels (MCLs) within the C or D zones. Zones A, B, and C, produce little water. Zone D appears to be capable of producing larger quantities of water.

Two municipal groundwater production wells have been identified within 7,000 feet of the site. The closer of the two is the Coyote 12A well, located 3,000 feet cross-gradient to the site (toward the east-southeast) at the intersection of Gilbert Street and Pioneer Avenue. The “D” flow unit on-site may coincide with the shallowest screened interval of the Coyote 12A well.

3.3. Land and Resource Use

The majority of the site existed as open and undeveloped space since disposal operations ceased, with the exception of the southwest portion of the Los Coyotes area, over which a portion of the Los Coyotes golf course was constructed in 1960 (this portion of the course was closed in December 1995 pending cleanup of the sump areas under CERCLA jurisdiction).

Based on City of Fullerton land use planning, the area encompassing the site was originally zoned R-1 (single family residential). However, a 1996 consent decree between EPA and McAuley LCX Corporation, the property owner and then- golf course operator, restricted future use of the site to that of a golf course. The consent decree excluded excavation, construction, or development of any kind at the site.

Surface use of the Site now includes fairway and out-of-bounds areas on the Lake Nine portion of the golf course. The twelve sumps which lie beneath the surface are covered by a multi-layered cover system. The site includes perimeter areas which lie outside of the sumps, one portion of which contains a concrete pad and the site gas collection vapor treatment system.

The area immediately west of the site is zoned P-L (public land) and is occupied by the Ralph B. Clark Regional Park. To the north, the site is bordered by Rosecrans Boulevard, across which mixed land use exists, ranging from zoning designations O-G (oil and gas), P-R-D (planned residential development), and R-3R (restricted multi family residential). Much of this land to the north is currently undeveloped, although a new City of Fullerton fire station was constructed across Rosecrans Avenue from the site. To the east of the site boundary is land zoned R-l, which is occupied by an existing development (constructed in 1968) of single family homes. The area to the south of the site is taken up by the remainder of the Los Coyotes Country Club golf course, which consists of an additional 18 holes beyond the Lake Nine subsection.

3.4. History of Contamination

From 1942 through 1946, approximately 72,600 cubic yards of petroleum waste sludge was disposed into 12 sumps at a 22 acre disposal site owned by Ely McColl in Fullerton, California. During the 1950s and early 1960s, in an attempt to control site odors, three sumps were covered with drilling mud. In the late 1950s, six sumps at the lower end of the property were covered with natural fill materials during the construction of the adjacent Los Coyotes Country Club golf course.

Beginning in the 1960s, residential neighborhoods were developed on property adjacent to the former landfill. The site initially was brought to the attention of regulatory agencies as a result of odor and health complaints received from residents beginning in July 1978 (EPA 2002). The site was formally listed on the Superfund NPL in 1982.

3.5. Initial Response

Community concern increased gradually through 1980, and the California Department of Toxic Substances Control (DTSC) organized a public hearing in late 1980 chaired by the Governor's special assistant on Toxic Substances Control. A panel of state agency representatives also participated.

The Site was included on the EPA National Priorities List in September 1982. Following investigations conducted by responsible parties, EPA proposed (in 1984) to excavate and dispose of the waste. The State of California was designated the lead agency for the site but was later stopped from implementing the plan by a court injunction.

EPA undertook additional feasibility studies at the Site, and, having assumed the lead in 1989, proposed excavation of the waste and incineration. Following public comment and field testing of the proposed incineration process, EPA reevaluated the alternatives.

In August 1992, EPA published its updated feasibility study, called the Supplemental Reevaluation of Alternatives II, and proposed to solidify the waste. The plan identified installation of a Resource Conservation and Recovery Act (RCRA) equivalent closure system, or cap, as a contingency remedy in the event that solidifying the material was determined infeasible.

3.6. Basis for Taking Action

EPA divided the McColl Superfund Site into two operable units: the source OU and the groundwater OU. The source OU addressed the risk posed by the petroleum waste itself. The groundwater OU addressed the potential threat posed by the release of hazardous substances to groundwater from the petroleum waste. Separate Remedial Investigations and Feasibility Studies were undertaken for the two OUs. The source OU ROD was signed in 1993 and the groundwater OU ROD was signed in 1996.

The following chemicals of potential concern (COPCs) were identified in samples of the petroleum waste and surrounding soil at the site:

Organic COPCs	**Inorganic COPCs**
Methylene Chloride	Antimony
Benzene	Arsenic
Ethyl benzene	Beryllium
Toluene	Cadmium
Xylenes	Chromium
Acetone	Copper
2-Butanone	Lead
2-Methylnapthalene	Manganese
Napthalene	Mercury
Phenanthrene	Nickel
Bis(2-ethylhexyl)phthalate	Tin
Tetrahydrothiophenes (THTs)	Vanadium
Leachable sulfate	Zinc

In addition, very low pHs (in the range of 2) are associated with the waste, although groundwater downgradient of the Site is in the neutral ($6.8 < pH < 9.8$) range.

The exposure pathways of concern evaluated for potential health risks were: 1) inhalation of VOCs emitted from the waste sumps; 2) inhalation of fugitive dust and inorganic compounds generated by wind erosion; 3) incidental ingestion of contaminated soil; 4) ingestion of contaminated garden vegetables; 5) dermal contact with contaminated soil.

Benzene and sulfur dioxide were judged to be the primary chemicals of concern. The possible toxic effects of benzene in humans include leukemia, central nervous system effects, hematological effects, and immune system depression. Benzene is a known human carcinogen. Sulfur dioxide is readily absorbed upon contact with the moist surfaces of the nose and upper respiratory passages. Once inhaled, most of the sulfur dioxide is then transferred into systemic circulation. The major toxic effects include increased airway resistance or other bronchioconstrictive effects. Sulfur dioxide is an odor nuisance.

The Department of the Interior (DOI) prepared a preliminary natural resources survey in 1990 to determine whether any natural resources under the DOI trusteeship would be affected by hazardous substance releases at the site. The conclusions of this survey indicated that wildlife exposure to contaminants from the pits was minimal, and it would be hard to demonstrate if wildlife were contaminated or impacted by wastes prior to capping. It was determined that a damage assessment to

quantify injuries and damages to resources held in trust by the DOI was not needed. Furthermore, the EPA has evaluated the ecological risk at the site and determined no unacceptable ecological risk exists.

The following COPCs were identified in groundwater at the site:

Organic COPCs			**Inorganic COPCs**
THIOPHENES:	*VOCs:*	*SVOCs:*	
Tetrahydrothiophene	Acetone	Bis(2-ethylhexyl)phthalate	Aluminum
2-methyltetraydrothiophene	Benzene	Butylbenzylphthalate	Arsenic
3-methyltetrahydrothiophene	2-Butanone	Dimethylphthalate	Barium
	Carbon Disulfide	Di-n-butylphthalate	Beryllium
	Chloroform	Isophorone	Cadmium
	1,2-dichloroethane	2-Methylphenol	Chromium
	Ethyl benzene	Nitrobenzene	Cobalt
	2-hexanone	Phenol	Copper
	Methylene Chloride	Pyrene	Lead
	Toluene		Manganese
	Xylenes		Mercury
			Nickel
			Selenium
			Thallium
			Vanadium
			Zinc

Most of the COPCs were detected only in the perched zones, and at levels below MCLs, with the exception of the following: benzene and 1,2-dichloroethane were found at levels above their respective MCLs and were found in the C zone (which is connected to the regional aquifer system) as well as the perched A and B zones. THTs were found in the C zone as well as the perched A and B zones.

4. Remedial Actions

4.1. Remedy Selection

The Source Record of Decision was signed on June 30, 1993. Following extensive testing of solidification, EPA concluded that the technology was not feasible for the site and selected the contingency remedy, a RCRA equivalent closure system. The contingency remedy included: (1) constructing a multi layer cap over the untreated sumps with a gas collection and treatment system (GCTS) to prevent infiltration of water and release of hazardous air emissions; (2) building vertical cut-off slurry walls around the sumps to prevent migration of water into the waste and outward migration of water soluble and gaseous contaminants; (3) stabilizing steep slopes on the Site with retaining walls; (4) and monitoring groundwater. Operations and maintenance of the cap and cut-off slurry wall, gas collection and treatment system, and site security will be necessary in perpetuity at the Site.

The Groundwater Record of Decision was signed on May 15, 1996. The groundwater remedy added to the requirements of the Source OU ROD, and required that infiltration of water into the ground be

reduced through: redirection of surface water off the Site, grading of areas adjacent to the containment system, and lining of on-site drainage channels with low permeability materials. The groundwater remedy stipulated continuing groundwater monitoring, with implementation of institutional controls should certain criteria pertaining to THTs be exceeded.

Remedial action objectives for the source OU and the groundwater OU are closely linked at this Site. In fact, the groundwater OU ROD refers to and incorporates selected source OU response actions. The Site Remedial Action Objectives as summarized in the Superfund Closeout Report (EPA, June 1998, Superfund Closeout Report, McColl Superfund site) included:

1) Long-term isolation of waste materials

2) Minimization of infiltration of rain water into waste

3) Control of any gases emitted from the waste

4) Provision of adequate bearing capacity for the end use of the Site

An Explanation of Significant Difference (ESD) pertaining to the groundwater OU was issued on September 1, 2005. The primary change documented in the ESD was the removal of THTs and replacement with benzene as the trigger chemical for further remedial measures should it be detected above its MCL in any off-site, downgradient monitoring well. Specifically, the fifth remedial action in the groundwater OU ROD stated:

> *Implement institutional controls if the regional aquifer beyond the site boundary is found to contain site-specific contaminants above Maximum Contaminant Levels (MCLs) or, in the case of Tetrahydrothiophenes (THTs), the recommended or revised Preliminary Remediation Goal*.

The fifth groundwater action was removed and replaced with the following:

> *Immediately initiate a revised risk assessment should benzene be determined to be present at levels at or above the MCL in one or more of the McColl Superfund Site's off site monitoring wells (specifically in the C and/or D zone as defined in the groundwater OU ROD). Should the revised risk assessment indicate that cancer or noncancer risks fall outside of acceptable exposure levels as defined in the NCP, 40 C.F.R. Section 300.430(e)(2)(i), EPA may require additional remedial measures, including institutional controls.*

As set forth in the record of decision, institutional controls are required for the source OU of the Site and may be required for the groundwater OU if benzene is detected above its MCL in any of the hydraulically downgradient wells monitoring C and/or D groundwater zones and if a revised risk assessment concludes risks fall outside of the protective risk range. Figure 2 depicts monitoring well locations and the generalized groundwater flow direction.

The major components of source control for the two combined OUs are as follows:

- Installation of subsurface cut-off walls
- Installation of an impermeable multi-layer, RCRA-equivalent, cover
- Construction of erosion control and retaining structures
- Construction of a gas collection system and treatment plant

Components of migration management for the two combined OUs are as follows (the source control measures listed above provide a degree of migration management):

- Installation of drainage structures and grading of surface elevations to minimize surface water infiltration and reduce migration from perched zones to regional aquifer
- Monitoring existing conditions to allow for the development of additional response measures in a timely manner should they be required

With respect to monitoring existing conditions, in the case of the gas collection system, a network of dedicated pressure probes at the Site is periodically tested to ensure that there is negative pressure within the sump containment structures relative to the surrounding area. In the case of the groundwater remedy, a network of monitoring wells is periodically tested to assist in determining any trends, specifically whether site related contaminants are decreasing, stable, or increasing, at points beyond the Site boundary.

4.2. Remedy Implementation

Construction activities, performed by MSG with oversight from EPA, began on July 1996 (with an official on-site construction date of March 31, 1997) and were completed in November 1997. These activities included the following:

- Installation of subsurface cut-off walls
- Installation of an impermeable cover
- Grading to facilitate surface water control
- Erosion control measures
- Building a gas collection & treatment plant, and
- Golf course restoration activities.

There are two cover systems, one encompassing the Los Coyotes sump area, and the other covering the Ramparts sump area. These systems are identical except for their location and differences in acreage and elevation. Design criteria for the two systems are identical: a barrier layer with maximum hydraulic conductivity of 1×10^{-7} cm/sec; a drainage layer with minimum hydraulic conductivity of 1×10^{-2} cm/sec; and a vegetative layer of 24-inch minimum thickness and three to five percent grade.

Prior to cap construction, two vertical cutoff walls, which serve as subsurface barriers, were installed, one each encircling the Ramparts and Los Coyotes sump areas. Each barrier was constructed using a slurry mixture of soil and bentonite clay. The bottom elevation of both walls is above the static elevation of groundwater; hence the cutoff walls were primarily designed for vapor containment and not hydraulic isolation, although prevention of horizontal movement of minor perched water through the wall is a beneficial byproduct of the design. The design criterion for the cutoff walls was a maximum hydraulic conductivity of 1×10^{-7} cm/sec. The effectiveness of the sub-surface slurry walls to contain the vapors is monitored with twelve sets of gas probes: two gas sampling probes (GSP) outside the wall, and one gas pressure probe (GPP) inside the wall. The outside probes at each location are placed at a shallow depth of 3.5 to 16 feet below ground surface (bgs), and at a lower depth of 10 to 30 feet bgs. The gas collection systems installed beneath the Los Coyotes and Ramparts cover systems consist of a series of eight-inch mains and four-inch laterals. Underground vaults allow access to individual laterals for inspection and flow measurement. The Los Coyotes and Ramparts networks are interconnected, and a single blower

induces a vacuum to draw the subsurface gases through the above-ground vapor treatment system. The blower operated nine hours per day, five days per week until June 2005, at which time approval was given to operate in active mode one day per month, working passively (blower off) rest of the time. The vapor treatment system is located on-site at a location due west of Sunny Ridge Drive near its intersection with Rosecrans Ave., and consists of two granular activated carbon (GAC) vessels operated in series. In addition to the coal-based coarse mesh granular activated carbon used to remove benzene and other organics, the vessels originally included a top bed of sodium hydroxide impregnated carbon to remove sulfur compounds. The design flow rate for the system is 1,500 cubic feet per minute. The gas collection and vapor treatment systems are collectively referred to as the Gas Collection and Treatment System (GCTS).

On November 13, 1997, EPA and the California DTSC conducted a final inspection of the McColl Superfund site. EPA determined that construction had been completed according to specifications and the remediation had been successfully implemented. In April 1998, EPA approved the Final Remedial Action Report for the McColl site. On June 30, 1998, EPA signed the Superfund Closeout Report for the Site.

Additional components of the remedy beyond physical construction include institutional controls and long term monitoring. Institutional controls have been implemented as part of the source OU remedy. The property owner, McAuley LCX Corporation, in a Consent Decree with the federal government, agreed to no further development of the site property and agreed in 1996 to record a Deed Restriction on the Los Coyotes property that would run with the land and be binding on any potential future owner of the site. The Consent Decree was recorded January 28, 1997. In a letter from the California Department of Toxics Substances Control dated March 14, 2005, the State determined that the land use restrictions embodied in the Consent Decree were consistent with the requirements of Land Use Covenant Regulations as well as the land use covenant provisions in CA Civil Code Section 1471. Long term monitoring at the source OU includes observation of pressure probes to ensure a negative pressure exists within the sump containment systems, and surveying of settlement monuments for the purpose of identifying any areas of differential settlement which could affect the integrity of the containment systems. Long term monitoring at the groundwater OU consists of sampling the existing network of monitoring wells to determine whether migration of site related contaminants is occurring.

The Groundwater ROD specified continued groundwater monitoring to determine whether migration of site related contaminants is taking place off-site. For the purposes of monitoring groundwater, there is a network of 20 wells from which hydraulic head and chemistry data may be collected. All wells are located outside of the capped areas as there were to be no perforations of the cap. Most wells are grouped, i.e. they can monitor several of the groundwater zones at one latitude/longitude. The P-2 (P-2S, P-2I, P-2DR), P-3 (P-3S, P-3D), and P-4 (P-4I, P-4D) series wells are located on-site at the hydraulically downgradient boundary of the Site, within the boundaries of the Los Coyotes Country Club golf course. The P-10 series wells (P-10D, P-10L, P-10XD) and P-9D are the hydraulically downgradient off-site wells. Well W-8B and the P-5 series wells (P-5S, P-5I, P-5D, P-5L) are located east of the Site on Fairgreen Drive. Well W-6A is located on the downgradient side of the Lower Ramparts area. The W-9 series wells (W-9B and W-9C) and W-10B are located hydraulically upgradient of the Site. Figure 2 shows the well locations with respect to the McColl site.

4.3. Operation and Maintenance (O&M)

In 2002 (at the time of the first Five Year Review), O&M activities, with the exception of site security and surface maintenance performed by the golf course operator, were being performed by a team consisting of EPA, the U.S. Army Corps of Engineers, and the Corps' contractor Montgomery Watson Harza (MWH). A transition to O&M by the McColl Site Group and their contractor C2 REM occurred in late September 2002 and continues to the present.

The site security and surface maintenance portions of the Site are the responsibility of the golf course operator, previously McAuley LCX Corporation, and currently AG Los Coyotes, LLC. When the McColl Site Group drew up the plan for O&M, they negotiated and signed a side agreement with McAuley LCX (one to which the federal government was not a party). Under that settlement agreement, in exchange for an annual payment from the McColl Site Group, McAuley LCX would perform surface maintenance and Site security. Surface maintenance obligations include:

1) Regular watering and fertilizing of the Site sufficient to maintain green vegetation and to prevent over watering such that erosion occurs.

2) Routine site inspections of irrigation system components.

3) Repair of malfunctioning irrigation components.

4) Maintenance of surface drainage systems to allow normal drainage (maintenance did not include removal of silt from the retention pond).

5) Routine maintenance to the Site perimeter fencing to ensure security.

6) Routine repair of surface conditions leading to erosion.

7) Routine removal of all surface vegetation not reflected in the approved design which could result in root growth that may impact the containment system.

8) Routine control of burrowing animals from areas where the containment system exists.

In 2001, EPA was approached by McAuley LCX Corporation and American Golf Corporation, stating McAuley's intention to lease golf course operations to American Golf. EPA considered the request, and agreed under certain conditions, one condition being that American Golf (through AG Los Coyotes LLC) would enter into an agreement with the federal government to perform the surface maintenance obligations previously agreed to between the McColl Site Group and McAuley LCX.

Beyond surface maintenance, O&M procedures are documented in the O&M manual developed by a former MSG contractor (Parsons Environmental Science, October 1997, *Operations and Maintenance Plan at the McColl Superfund Site*).

O&M consists of three categories of tasks: (1) operation and maintenance of the gas collection and treatment system; (2) inspection of the cap and retaining walls, maintenance of ground cover, and site security; and (3) collection of groundwater monitoring data for use in evaluating the groundwater remedy.

The gas collection and treatment system is monitored monthly using PID readings (calibrated to benzene) at the system's effluent sample location. The effluent requirement for the GCTS is a maximum of 5.95 ppm benzene over an 8-hour operational period per day, in compliance with the intent of South Coast Air

Quality Management District (SCAQMD). Each year, C2REM conducts a confirmation sampling of the GCTS to ensure the effectiveness of the monthly field monitoring using Summa canisters.

The gas collection pressure probes are monitored quarterly using field instruments to measure VOCs, carbon dioxide, oxygen, hydrogen sulfide, and lower explosive limit.

The sub-gradient pipes that collect fugitive soil vapor emissions from the sand layer of the cap is measured annually by entering the two vaults, where a portion of the pipes are housed and exposed, and using a hand held Velocicalc. The readings are taken to ensure the GCTS maintains balanced flow throughout the system.

The cap and retaining walls are observed daily by the LCCC grounds staff, with a detailed inspection by C2REM, each year. Settlement surveys are conducted every five years.

Ground water is sampled for COCs annually in some wells; and every other year in other wells. Since 2005, the ground water has been purged and sampled using a low-flow, fixed volume method. Ground water elevation data is collected semi-annually in all wells.

From March 2000 through September 2002, O&M was performed by the federal government using funds provided by an Interim Settlement Agreement between the federal government and the McColl Site Group. The total cost of O&M during this 31 month period was $695,000. This averaged out to $22,400 per month, or $269,000 per year.

O&M reverted back to the McColl Site Group in September 2002 and has continued to the present date. Annual O&M cost information was not provided by the McColl Site Group environmental contractor C2 REM for the period of 2002 to 2007, but was reported or estimated for the years 2008 to 2012. The following table shows available O&M cost data:

Table 2. Annual O&M Costs

Year	Annual Total Cost (rounded to the nearest $1000)
March 2000 – Sept. 2002	$269,000 average annual cost
Sept. 2002 – Sept. 2007	Data not provided to EPA
2008	$342,000
2009	$369,000
2010	$335,000
2011	$ 340,000
2012	$340,000

The ROD cost estimate for annual O&M was $974,000 for the combined OUs.

Comparing actual annualized O&M costs to the ROD O&M cost estimate ($974,000), it can be seen that significant cost savings appear to have been achieved. The cost reductions have been attributed to:

- Reduced activity – fewer monument survey after the first five years of operation (as per ROD); gas collection pressures measurements changed from twice per year to quarterly in 2006; site inspections changed from weekly to greater than monthly;
- Blower operation was reduced in 2005, from five days per week to one day per month reducing maintenance needs
- Installation of solar panels at sump, reducing maintenance needs and time for pumping dry

5. Progress Since the Last Five-Year Review

5.1. Previous Five-Year Review Protectiveness Statement and Issues

The protectiveness statement from the second FYR for the McColl Superfund site stated the following:

> *The overall remedy at the McColl Superfund Site for both source and groundwater operable units is protective of human health and the environment, and exposure pathways that could result in unacceptable risks are being controlled. The remedy is expected to continue to be protective for the foreseeable future.*

The second FYR included two issues and recommendations. Each recommendation and the current status are discussed below.

Table 3. Status of Recommendations from the 2007 FYR

Issues from previous FYR	Recommendations	Party Responsible	Milestone Date	Action Taken and Outcome	Date of Action
1. OM&M report oversight and data evaluation (emphasis on groundwater hydraulic and geochemical evaluation, determining the need for downgradient off site D zone well)	Improve report generation QC; Completely evaluate data with respect to objectives and fill data gaps if determined to exist	PRP	Feb 2008 (2007 OM&M report)	Ongoing, as errors persist Example: 2007 OM&M, Table 13 reports benzene = 100 µg/L in a well that's always been low- to non-detect. A check of the lab report confirms non-detect.	annual
2. Minor deficiencies in operation and maintenance of remedy such as stressed vegetation, unlocked monitoring well, tree root growth, cracking in v-ditch joint sealant.	Continue to address deficiencies in operation and maintenance of remedy in a timely manner to prevent them from leading to greater problems.	PRP	Immediately (Sep 2007), and ongoing	V-ditch joints maintained with sediment removed, broken wellhead locks fixed, and distressed vegetation monitored, including removal of 13 small diameter trees along the gabion wall.	ongoing

5.2. Work Completed at the Site Since the Last Five-Year Review

Safety Improvements

Safety platforms were installed to access gas pressure probe and gas sampling probe wells (GPP/GSP) 3 & 4 between May 14th and July 12th of 2010. The platforms consist of steel-constructed steps, rails, and grating. These installations have greatly improved access to and enhanced safety of monitoring and surface maintenance of these wells.

Steel safety rails, platforms ("catwalks") and entry/exit ladders were installed in the two underground vaults that house the gas collection system piping laterals of the Los Coyotes and Ramparts sumps. These installations created superior engineered controls and safety procedures for performing confined space work inside the vaults.

Tree Removal

In March of 2010 approximately 13 small diameter trees were removed along the gabion wall areas to prevent root damage to the walls and the integrity of the Cap.

Settlement Survey and Analysis

In preparation for the scheduled ground movement and settlement survey, C2 REM discovered general deterioration of monuments, access issues, and some complications regarding vertical datum and horizontal control points. Many of the monuments were deteriorated beyond recognition, missing, or inaccessible due to overgrown vegetation. There were several general surveying challenges to overcome including researching correct vertical datum and horizontal control points. The survey was delayed to 2008 until these issues were resolved.

In March of 2008, the access issue was resolved through removal of overgrown vegetation and trees along the toe of the reinforced earthen slope (RES). Upon completion of the access clearing, a survey was conducted in April of 2008 that included a thorough and exhaustive search for the original survey monuments. Prior to completion of that task, research was completed to ensure that the original City of Fullerton USGS datum and the original horizontal control points were re-established for accurate comparison to the 1997 baseline survey. During the previous survey in 2002, 10 of the 49 survey locations were determined to be disturbed or inaccessible, with most of these points along the toe of the RES (see Figure 2.0). For the 2008 survey, all attempts were made to obtain a complete and comparable data set. Of the original 12 monuments at the toe of the RES, 6 monuments were found to be weathered beyond repair and were re-established in the same location through the installation of a new monument at the same location. One of the original monuments was found, but inaccessible, requiring a new point to be established. One monument location remained inaccessible and therefore unusable. For the 2008 survey, 48 of the original 49 survey locations were located, identified, and recorded.

Sediment Gauging

C2 REM conducts an annual sediment gauging and inspection at the northwest detention pond to assess sediment accumulation in the northwest detention pond of the Site. Each year, the field assessment

recorded sediment along the pond bottom ranged from 0 to 3.5 feet in thickness with the maximum thicknesses at the north and south ends of the pond. The volume of sediment accumulation represents 27 percent of the total volume of the pond. The remaining capacity of the pond is considered capable of absorbing a 100-year storm water inflow. In 2006, LCCC cleaned out the sediment from the pond. No gauging information is available since that work was completed.

Gas Collection and Treatment System Operation

Based on the results of bi-monthly monitoring activities, a carbon bed change-out in each vessel was completed on August 25, 2008. The system was shut down in August after gas monitoring readings exceeded acceptable levels, based on PID readings (calibrated to benzene) at the system's effluent sample location. The effluent requirement for the GCTS is a maximum of 5.95 ppm benzene over an 8-hour operational period per day, in compliance with the substantive requirements of South Coast Air Quality Management District (SCAQMD).

In 2007, C2 REM incorporated a new purging protocol as part of monitoring for the GCTS of twelve sets of GPP and GSPs. The results of this monitoring event illustrated some differences in VOC and LEL readings in four of the wells prompting analysis and site inspection. Some of the well fittings had deteriorated, requiring replacements.

In order to adequately monitor system operations and to provide a means of acquiring discrete vapor samples, C2 REM modified the 10 collection system laterals by installing mechanical tapping saddles over the existing flow penetrations. These monitoring valves will allow accurate measurement of the flows through distinct portions of the conveyance piping underlying the sump caps during system operation. The valves were installed in June 2009 in the access vaults located on the lower Ramparts.

Groundwater Monitoring Well Redevelopment

In early 2009, the 11 sampled monitoring wells were redeveloped to improve well performance and decrease turbidity. Turbidity levels in each of the 11 sampled monitoring wells either was below 50 nephelometric turbidity units (NTUs) or stabilized at levels in the 75 to 150 NTUs range. This marks significant improvement after several of the wells had NTUs levels above 1,000 during recent sampling events.

6. Five-Year Review Process

6.1. Administrative Components

EPA Region 9 initiated the FYR in January 2012 and scheduled its completion for September 30, 2012. The EPA FYR team was led by Rusty Harris-Bishop of EPA, Remedial Project Manager (RPM) for the McColl Superfund Site; EPA's Five Year Review Coordinator Cynthia Wetmore; and staff from USACE. USACE technical team members included Thomas Gardner-Clayson (chemist), Heather Whitney (chemist), Richard Garrison (geologist), Deborah Johnston (biologist), and Diane Jordan (real estate

specialist). In January 2012, EPA held a scoping call with the review team to discuss the Site and items of interest as they related to the protectiveness of the remedy currently in place. A review schedule was established that consisted of the following:

- Community notification;
- Document review;
- Data collection and review;
- Site inspection;
- Local interviews; and
- Five-Year Review Report development and review.

6.2. Community Involvement

On August 28, 2012, a public notice was published in *The Orange County Register* announcing that EPA was conducting a Five-Year Review for the McColl Site, providing Rusty Harris-Bishop's contact information, and inviting community participation. The press notice is available in Appendix B. A one-page fact sheet was also sent out on August 23, 2012 to the site mailing list. Nobody contacted EPA as a result of this advertisement and fact sheet.

The FYR will be made available to the public once it has been finalized. An electronic copy will be available on EPA's web page www.epa.gov/region09/mccoll. Upon completion of the FYR, a public notice will be placed in the *Orange County Register* to announce the availability of the final FYR report in the Site document repository.

6.3. Document Review

This FYR included a review of relevant, site-related documents including the ROD, remedial action reports, and recent monitoring data. A complete list of the documents reviewed can be found in Appendix A.

6.3.1. ARARs Review

Section 121 (d)(2)(A) of CERCLA specifies that Superfund RAs must meet any federal standards, requirements, criteria, or limitations that are determined to be legal applicable or relevant and appropriate requirements (ARARs). ARARs are those standards, criteria, or limitations promulgated under federal or state law that specifically address a hazardous substance, pollutant, contaminant, remedial action, location, or other circumstance at a CERCLA site.

The Groundwater OU Record of Decision (USEPA, 1996) identified federal drinking water standards and state drinking water standards as chemical-specific ARARs. The Source Control OU Record of Decision (USEPA, 1993) identified several additional ARARs regarding remedy operations and waste disposal. Since the ROD, the majority of the ARARs have remained unchanged except as noted in Table 4.

Cleanup standards or performance criteria were not identified for the source control ROD (USEPA, 1993). The main performance criteria selected in the 1996 Groundwater ROD for evaluating the effectiveness of the remedy was not a state or federal drinking water standard, but rather a "PRG [Preliminary Remediation Goal] concentration of 3.6 ppb total THT" (tetrahydrothiophenes). Neither the Federal government nor the State of California have or had promulgated Maximum Contaminant Levels (MCLs) for THT currently or at the time the groundwater ROD was finalized in 1996. Subsequently, the indicator for triggering the contingency action was changed to benzene MCL in the 2005 Explanation of Significant Differences (ESD) (USEPA, 2005). Benzene was selected because it served as a better indicator of transport and had better established toxicological and carcinogenic data. Since the 2005 ESD, there have been no MCL changes for benzene.

Table 4. Applicable or Relevant and Appropriate Requirements Evaluation

Requirement	Citation	Document	Description	Revision (Yes/No) If Yes, Effect on Protectiveness	Comments
Federal Drinking Water Standards	Section 1412 of the Safe Drinking Water Act (SDWA), 42 United States Code (USC) § 300f-1, "National Drinking Water Regulations"; National Primary Drinking Water Regulations, 40 CFR Part 141	1996 ROD	40 CFR Part 141 establishes federal MCLs that were used to establish groundwater preliminary remediation goals.	Yes Revisions do not affect protectiveness.	There have been changes to federal MCLs for arsenic and trihalomethanes.
State Drinking Water Standards	California Safe Drinking Water Act, Health & Safety Code, Div. 5, Part 1, Chapter 7, § 4010 et seq., California Domestic Water Quality Monitoring Regulations, CAC Title 22, Division 4, Chapter 15, §64401 et seq.	1996 ROD	Establishes state MCLs that were used to establish groundwater cleanup levels.	Yes Revisions do not affect protectiveness.	There have been changes to state MCLs for arsenic, ethylbenzene, and trihalomethanes.
ARARs related to Treatment by Vapor Phase Carbon Adsorption					

Hazardous waste classification	RCRA as amended by Hazardous and Solid Waste Amendments (HSWA) 42 USC 6901 et seq., 40 CFR 261.24, 40 CFR 264.94	1993 ROD	Establishes standards for characteristics of hazardous waste.	No	Cap ventilation periodicity reduced to one 9-hour period/month since 2005. Passive diffusion through GAC at other times except sampling.
Air emission standards	Clean Air Act (CAA), 40 CFR 61.240, 40 CFR 61.344	1993 ROD	Air emission standards for VOCs from equipment.	No	Cap ventilation periodicity reduced to one 9-hour period/month since 2005. Passive diffusion through GAC at other times except sampling.
Air quality management	South Coast Air Quality Management District, Regulations IV, X, XI, XIII	1993 ROD	Provides specific emission control requirements	No	Cap ventilation periodicity reduced to one 9-hour period/month since 2005. Passive diffusion through GAC at other times except sampling.
Other ARARs					
Location standards	RCRA 40 CFR 264.18	1993 ROD	TSDFs must not be located near certain fault types or within 100 year flood plain.	N/A	Location has not changed
Requirements for facilities that handle hazardous waste	RCRA Groundwater protection (40 CFR 264.90-264.99), Closure and Post-Closure (40 CFR 264.110-120), Land Treatment Unsaturated Zone (40 CFR 264.278), Surface Impoundments (40 CFR 264.220-264.228)	1993 ROD	Establishes requirements for groundwater monitoring, closure, and maintenance.	No	
Discharges to surface water	Clean Water Act: National Pollutant Discharge Elimination (NPDES) 40 CFR 122-125.	1993 ROD	Establishes requirements for discharges to surface waters.	N/A.	There are currently no surface water discharges.

Hazardous Waste Identification	Hazardous Waste Control Act. Criteria for Identifying Hazardous Waste (22CCR, 66261.1-66261.126)	1993 ROD	Provides state law for management of hazardous waste including waste identification; design, operation and closure of hazardous waste TSDFs.	No	
Location of hazardous waste management units	Porter-Cologne Water Quality (WC 13000-13806) as administered by the Water Resources Control Board and the Regional Water Quality Control Board (TWQCB) (23 CCR 2510-2836)	1993 ROD	Gives states the authority to protect water quality by regulating waste disposal and requiring hazardous waste cleanup.	N/A	

6.3.2. Risk Assessment Review

A Baseline Public Health Evaluation (BPHE), dated May 1992, and an addendum dated July 1992 was prepared for the source/soil waste sumps by an EPA contractor (ICF Technology, Inc, 1992). A subsequent Baseline Risk Assessment (BRA) for the Groundwater OU was completed in November 1995 by ICF.

The risk assessments identified the following exposure pathways and best-estimate associated risks listed in **Error! Reference source not found.**.

Table 5. Summary of Risk Assessment for the ROD(s)

OU	Exposure Scenario & Pathway	Risk Driver(s)	Risk Estimate[1]
Source Control[3]	Inhalation of VOCs emitted from waste sumps	Adult Resident	Chronic NC: 0.01
		Child Resident	NC: 0.03
		Young Adult Resident	NC: 0.006
		Country Club Worker	NC: 0.00007
	Inhalation of Fugitive Dusts	All Receptors	NA[2]
	Soil ingestion	Adult Resident	NC: 1.0
		Child Resident	NC: 0.01
		Young Adult	NC: 0.002
		Country Club Worker	NC: 0.00002
	Dermal contact with contaminated soil	Adult Resident	NC: 0.4
		Child Resident	NC: 0.001
		Young Adult	NC: 0.4
		Country Club Workers	NC: 0.00001
	Ingestion of contaminated garden vegetables	Adult Resident	NC: 0.004
		Child	NC: NA
		Young Adult	NC: 0.001
		Country Club Worker	NC: NA
Groundwater	Groundwater Ingestion	Adult Resident	
		Child Resident	
	Dermal contact with groundwater	Adult Resident	
		Child Resident	
	Inhalation of vapors during domestic uses	Adult Resident	
		Child Resident	

NA = Not applicable NC = non-cancer

1 – Reasonable Maximum Exposure Scenario

2 – Could not be calculated due to lack of inhalation toxicity values (i.e. inhalation RfCs) at time of BRA.

3- No cancer values are provided for the source control OU because neither the 1992 BPHE nor 1993 ROD risk tables were available. Non-cancer values were obtained from the Addendum to the BPHE (ICF, 1992).

According to the 1993 Source Control ROD, total cancer risks due to multipathway exposure ranged from $3x10^{-8}$ to $5x10^{-4}$. This latter value is slightly above the acceptable excess cancer risk range determined by EPA that is defined as 10^{-4} to 10^{-6}.

For the groundwater risk assessment, the highest estimated cancer risk was due to ingestion of the perched groundwater. The majority of the cancer and non-cancer risks associated with groundwater were due to arsenic and beryllium in the perched aquifer.

Groundwater. The current and hypothetical groundwater exposure pathways identified in the ROD are still valid assumptions. Groundwater is not currently used as a source of potable water, and water for adjacent communities is supplied through a municipal water system. The existing cap is containing the contaminated perched groundwater beneath the site and preventing migration to the regional aquifer. Therefore, all possible groundwater exposure pathways are currently incomplete. No cleanup levels have been established for the chemicals detected in groundwater so no comparison is made to EPA Regional Screening Levels in this FYR.

Current groundwater data (as of March 2010) shows that benzene was detected in one monitoring well at 120 µg/L (C2REM, 2011). Although this detection exceeds the current state and federal MCLs for benzene of 5µg/l, the reported concentration is still within range of the concentrations detected since 2002 at this particular well (P-2I).

Soil. The soil exposure pathway was evaluated in the 1992 BPHE for dermal contact, incidental ingestion, and inhalation. These pathway assumptions remain valid. At this time, the site is capped and vegetated as a golf course, so the soil exposure pathways are currently incomplete. No new exposure pathways were identified in this FYR.

Vapor Intrusion. EPA's understanding of contaminant migration from soil gas and/or groundwater into buildings has evolved over the past few years, leading to the conclusion that vapor intrusion may have a greater potential for posing risk to human health than assumed when the ROD was prepared. In September 2002, EPA released an external review draft version of its vapor intrusion guidance titled "Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" (USEPA 2002a).

The vapor intrusion pathway was not evaluated in the original baseline risk assessments for the Site. At the McColl Site, vapors in the source area (under the cap) are collected and treated in the gas collection and treatment system (GCTS). In 2005, the GCTS active collection time was reduced from nine hours per day, five days per week, to one 9-hour period per month, with passive treatment at all other times. A network of dedicated pressure probes at the site is periodically tested to ensure that there is negative or negligible positive pressure within the sump containment structures relative to the surrounding area, indicating off-gassing is not a concern. Additionally, field instrument measurements for VOCs are taken periodically at each of the twelve Gas Pressure Probes (GPP) and Gas Sampling Probes (GSP) located around the cap circumference. The highest reading was 12 ppm, while the majority of VOC readings were below 5 ppm.

The potential for vapor intrusion is evaluated following a "multiple lines of evidence" approach. The first step is to identify volatile and toxic chemicals that are known or suspected to be present in the subsurface near (within 100 feet of) currently occupied buildings or areas that could be developed in the future. If that is the case, analytical data from the site are compared with generic risk-based concentrations for residential exposure settings. This screening approach was applied to the McColl site as part of this FYR.

Since the last FYR, chemicals that were detected in the monitoring wells included benzene, toluene, xylenes (total), tert-butyl alcohol (TBA), tetrahydro-3-methyl-thiophene (3-THT), and tetrahydro-thiophene (THT). Of these, only benzene and toluene are considered both sufficiently toxic and volatile to pose a risk, according to the draft USEPA Vapor Intrusion Guidance (USEPA, 2002). The 2011 California EPA guidance includes xylenes on this list (DTSC, 2011). Table 6 lists all detections in groundwater for these three compounds that have occurred since the last FYR.

Table 6. Groundwater VOCs since Last FYR Compared to Vapor Intrusion Screening Values

Well	Depth to groundwater (ft)[1]	Date of detection	Chemical	Concentration detected (ug/L)	USEPA Risk-based Screening Value (ug/L)
P-2I (B Zone)	93.62	4/9/2010	Benzene	120	140
		4/13/2009	Benzene	130	
		6/20/2008	Benzene	120	
		6/6/2007	Benzene	150	
W-9C (B Zone)	188.26	6/6/2007	Benzene	100	140
P-5D	150.43	4/13/2009	Benzene	0.92	140
			Toluene	4.2	1500
			Xylenes	1.5	3200
P-5I	67.26	4/13/2009	Toluene	2.6	1500
			Xylenes	1.3	3200
P-5L	186.28	4/13/2009	Toluene	3.3	1500
			Xylenes	1.6	3200
P-9D	191.17	4/13/2009	Toluene	2.7	1500
			Xylenes	1.5	3200
W-10B	184.81	4/13/2009	Toluene	3.2	1500
			Xylenes	2	3200
W-9B	185.64	4/13/2009	Toluene	2	1500
			Xylenes	1.1	3200

1 – Depth to groundwater according to the latest (2010) monitoring report.

Detected groundwater concentrations were compared against generic USEPA risk-based vapor intrusion screening values (Table 6) (USEPA, 2002). Toluene and Xylene were detected in 2009, but concentrations were well below their respective USEPA screening value. Except for one detection at well P-2I in 2007, benzene groundwater concentrations were all below the screening level of 140 µg/L groundwater. Well P-2I, located within the golf course, is more than 100 feet from the nearest inhabited building, which reduces the potential for exposure to soil gas. Given that recent (2010) benzene groundwater detections are below the screening value and limited to well P-2I, there were no detections in wells closer (<100 feet) to the buildings during the most recent sampling, and there are no readily apparent preferential pathways to aid soil gas migration, the conditions at the site do not indicate a cause for concern from the vapor intrusion pathway.

Toxicity values: EPA's Integrated Risk Information System (IRIS) has a program to update toxicity values used by the Agency in risk assessment when newer scientific information becomes available. In the past five years, there have been a few changes to the toxicity values for chemicals and COPCs at the Site (Table 7).

Table 7. Revisions to toxicity values since the last FYR

Contaminants of Concern	Toxicity Values				
	Cancer		Non-Cancer		
	Oral Slope Factor (1/mg-kg-d)	IUR (1/ug-m3)	Oral RfD (mg/kg/d)	RfCi (mg/m3)	Change since last FYR
Chemicals with Action Levels or Performance Goals					
Tetrahydrothiophenes (THTs)	NA	NA	NA	NA	
Benzene	**5.50E-02**	7.80E-06	**4.00E-03**	**3.00E-02**	
Groundwater COPCs Listed in 1996 ROD					
SVOCs					
Bis(2-ethylhexyl)phthalate (DEHP)	1.40E-02	na	2.00E-02	na	
Butylbenzylphthalate	Na	na	na	na	
Dimethylphthalate	Na	na	na	na	
Di-n-butylphthalate	Na	na	1.00E-01	na	
Isophorone	9.50E-04	na	2.00E-01	na	
2-Methylphenol	Na	na	5.00E-02	na	
Nitrobenzene	Na	**4.00E-05**	**2.00E-03**	**9.00E-03**	NC: New RfC. Less stringent RfD C: New
Phenol	Na	na	na	na	
Pyrene	Na	na	na	na	
Inorganics					
Aluminum	Na	na	na	na	
Arsenic	1.5	4.30E-03	3.00E-04	na	
Barium	Na	na	0.2	na	
Beryllium	Na	2.40E-03	2.00E-03	2.00E-05	
Cadmium	Na	1.80E-03	5.00E-04	na	
Chromium	Na	1.20E-02	3.00E-03	8.00E-06	
Cobalt	Na	na	na	na	
Copper	Na	na	na	na	
Lead	Na	na	na	na	
Manganese	Na	na	1.40E-01	5.00E-05	
Mercury	Na	na	na	3.00E-04	
Nickel	Na	2.40E-04	na	na	
Selenium	Na	na	5.00E-03	na	
Thallium	Na	na	na	na	
Vanadium	Na	na	na	na	
Zinc	Na	na	na	na	
VOCs					
Acetone	Na	na	0.9	na	
2-butanone	Na	na	0.6	5	
Carbon Disulfide	Na	na	1.00E-01	7.00E-01	
Chloroform	Na	2.30E-05	1.00E-02	na	
1,2-Dichloroethane (1,2-DCA)	9.10E-02	2.60E-05	na	na	
Ethylbenzene	Na	na	1.00E-01	1	
2-hexanone	Na	na	**NEW: 5.00E-03**	**NEW: 3.00E-02**	NC: New values.
Methylene Chloride	**OLD: 7.5E-3 NEW: 2.00E-03**	**OLD: 4.7E-7 NEW: 1.00E-08**	**OLD: 6e-2 NEW: 6.00E-03**	**NEW: 6.00E-01**	NC: More stringent RfD. New RfC; C: More stringent
Toluene	Na	na	na	na	
Xylenes (total)	Na	na	0.2	0.1	

Bolded values represent changes since the last FYR. NC – Noncancer. C – Cancer.

Groundwater results are compared to EPA Regional Screening Levels (RSLs) as a first step in determining whether response actions may be needed to address potential human health exposures. The RSLs are chemical-specific concentrations that correspond to an excess cancer risk level of $1x10^{-6}$ (or a Hazard Quotient [HQ]) of 1 for noncarcinogens) developed for standard exposure scenarios (e.g., residential and commercial/industrial). RSLs are not de facto cleanup standards for a Superfund site, but they do provide a good indication of whether actions may be needed.

Since the last FYR, toxicity values have changed for 2-hexanone, methylene chloride, and nitrobenzene. Methylene chloride cancer and non-cancer risks are more stringent than previously assumed. The revised RSL for methylene chloride is 9.9 µg/L. Therefore, the MCL of 5 µg/L remains protective for both carcinogenic and non-cancer effects because the MCL is below the EPA's protective risk range. In September 2009, EPA added toxicity values for 2-hexanone, resulting in new non-cancer toxicity values and an updated RSL of 34 µg/L. There is no MCL for 2-hexanone for comparison. EPA also revised and added toxicity values for nitrobenzene. The 1996 Groundwater ROD noted that SVOCs (such as nitrobenzene) were not consistently found in groundwater and/or were determined to be laboratory artifacts.

Benzene IRIS toxicity values were last revised by EPA in 2003. Current cancer and non-cancer tapwater RSLs are 0.39 and 29 µg/L, respectively. The current federal MCL (5 µg/L) for benzene is within the EPA risk range of 10^{-4} and 10^{-6} and is therefore considered protective.

TBA has no MCL but the California Department of Public Health has issued a notification level for TBA in drinking water. TBA concentrations at 12 µg/L in public drinking water systems trigger a notification level which requires the distribution system to notify its customers of the potential health risk in the drinking water. TBA at 1,200 µg/L triggers a response level suggesting removal of the drinking water source from California drinking water systems. The most recent maximum concentration was 9.1 µg/L in the EPA split sampling (USEPA 2011).

6.3.3. Ecological Risk Assessment Review

The McColl site is a suburban location with undeveloped scrub/shrub lands just north of the site. The area immediately west of the site is zoned P-L (public land) and is occupied by the Ralph B. Clark Regional Park. In the late 1950s, six sumps at the lower end of the property were covered with natural fill materials during the construction of the adjacent Los Coyotes Country Club golf course (site was used for the disposal of petroleum wastes from 1942 to 1946). In 1998, the Los Coyotes Country Club opened the expanded course over the engineered cap on the site. The selected remedial action for the source operable unit (ROD signed 1993) included: a Resource Conservation and Recovery Act (RCRA) equivalent engineered cap, vertical cut-off wall, and gas collection and treatment system, with institutional controls. The selected remedial action for the groundwater operable unit (ROD signed 1996) consisted of measures to reduce surface water infiltration, including: redirection of surface water off the site; grading of areas adjacent to the containment system; and lining of on-site drainage channels with low permeability materials. The more northerly located retention pond is designed to detain 100 year peak flows, and overflows through a culvert into a swale which traverses the golf course and enters another detention pond downstream. Both ponds contain aquatic vegetation including cattails.

Wildlife observed on the site during the site visit included raptors, waterfowl (observed in the ponds), crows, song birds, rabbit (scat present), and coyote (scat present). Due to the suburban nature of the area it is expected that other wildlife such as raccoons, skunks, and opossums could be present on the site accessing the area through holes in the fences or open gates from the adjacent residential areas

The drainage and infiltration of surface water to perched groundwater has been minimized through the incorporation of subsurface drains but remains one of the most important controls to maximize protectiveness of the remedy. The stressed grass area (noted in the previous 5YR) still remains and alternative vegetation such as scrub/shrub should be investigated as replacement vegetation. No visible erosional features were noted at this location. Because there is no exposure to site contaminants to wildlife in the area, there is no completed pathway for an ecological risk.

6.4. Data Review

Cap Settlement and Condition

The cap is observed daily by the LCCC maintenance staff, with an annual detailed inspection by C2REM. Vertical and horizontal surveys are conducted every five years to assure proper drainage is maintained.

A list of inspection items and maintenance requirements, of the cover system, are noted in Section 4.3 – Operations and Maintenance. A chronic, though minor problem is dry grass and bare ground along the edges where the turf transitions to brush and trees. However, neither animal burrowing nor soil erosion was observed.

A monument survey event was conducted yearly for the first five years of operation (1998 through 2002) in accordance with the O&M Plan at the Site, and once every five years thereafter. The purpose of the survey is to determine the amount of settling that the landfill and cap system are experiencing over time. The last survey was completed on April 10, 2008. A survey was completed in June 2012, but results were not available for this review.

The new survey data revealed horizontal displacements of the RES, of up to seven inches since construction. There are no specific or predicted values of allowable horizontal displacement within the design parameters of the Final Integrated Conceptual Design Report (ICDR). An engineering analysis by Geosyntec (Geosyntec Consultants 2009) stated that standard design evaluations of mechanically stabilized earth (MSE) retaining walls are based upon the limit equilibrium principles and, therefore, do not include an estimate of anticipated horizontal displacements of the wall. However, rock-filled gabions can tolerate relatively large displacements, including lateral displacements at the top and toe of the wall. Gabions themselves do deform over time. Given that gabions are filled with material of low compressibility (crushed rock), it is likely that settlement of the gabions was translated into the observed lateral displacement.

The 2008 survey data showed minor and consistent settling of the sumps throughout the Site. The ICDR estimated the duration to achieve 90 percent of the “primary consolidation” would be 18.7 years and the “end consolidation” to be achieved in 22 years. After 10 years of monitoring the elevation of the sump

caps, the comparison of the actual vertical consolidation to the predicted vertical consolidation indicates that the condition of the cover system remains within the design parameters. Any cap settlement has not affected drainage as observed during site inspection.

Gas Collection and Treatment System Operation

For the monthly monitoring of the carbon treatment system, influent samples ranged from 2.3 to 23 parts per million (ppm) benzene, using a PID calibrated to benzene. The effluent readings were usually below the maximum allowed of 6 ppm benzene, except when the results, after increasing for several months in 2008, triggered the protocol for carbon bed change out in August 2008. The USEPA-approved carbon bed change-out protocol for the GCTS is based on lead vessel efficiency versus influent concentrations, and effluent concentrations greater than 5.0 ppm.

Gas Collection Pressure Probes

The effectiveness of the sub-surface slurry walls to contain the vapors within the covered sumps are monitored quarterly with twelve sets of gas probes: GPP wells inside the wall, and two GSP wells outside the wall to ensure that there is negative or negligible positive pressure within the sump containment structures (slurry wall) relative to the surrounding area, indicating that off-gassing is not of concern.

The GPP/GSP monitoring wells are measured relative to atmospheric pressure and computed to absolute value of the differentials. The results from 2007 to 2010 range from 0.35 to 1.10 pounds per square inch (psi) indicating that the system is functioning as designed.

The 1997 OM&M Plan, Section 7.4.2 states that, "any significant positive pressure differential greater than or equal to 5 psi will result in implementing an evaluation monitoring program…" Minor differentials have been observed and recorded and to date, there has been no evidence of a differential pressure close to 5 psi and no evidence of a contaminant release.

Groundwater Levels and Gradients

Review of measured data from the A zone perched wells (P-2S and P-3S) indicate the stability of shallow water levels over time. It was reported in the 2007 FYR that groundwater elevations measured in 2006 were only slightly higher than pre-source remedy implementation (less than three feet) and are consistent with water level ranges observed during the first FYR. These conditions are the same in 2010. These small changes are likely influenced by seasonal recharge rates as well as infiltration from golf course irrigation. Regional rainfall has been below normal, that is, 20 to 70 percent of average, during the five year review period. The gradient cannot be determined, because a network of just two wells will not provide a flow direction or gradient magnitude; however, significant topographic relief on-site suggests a southwestern flow direction consistent with the direction of groundwater in other units on-site. The vertical gradient between the A and B zones is downward, and has been consistently so over time.

Review of water levels in the B zone perched wells (P-2I, P-4I, P-5I, P-5S, and P-10D) indicates relatively stable to very modest declining water levels over the last five years. The gradient in the B zone is in a southwestern direction, with a magnitude of about 0.034 ft/ft. The vertical gradient between B and C zones is downward.

Groundwater levels in C zone wells (P-2DR, P-3D, P-4D, P-5L, P-9D, P-10L, W-6A, and likely P-10XD) indicate a modest decline in potentiometric surface elevation in 2007 and 2008, followed by a noticeable upward trend based on qualitative evaluation of data available since that time. This appears to be similar to a pattern seen in 2002 to 2006. Gradient direction is to the southwest, and the magnitude varies widely (greater near northeastern part of site) with a gradient magnitude near the southwestern site boundary of approximately 0.01 ft/ft. The vertical gradient between the C and D water-bearing zones is predominantly upward.

Groundwater levels in D zone wells (P-5D, W-8B, W-9B, W-9C, W-10B, potentially P-10XD) indicate relatively stable to slightly decreasing elevations in the majority of these wells. This follows a trend of gently increasing water level elevations until 2006. There is no definitive cause for the increased water level elevations in the D zone wells over time; however it has been suggested that since the D zone is considered a regional groundwater zone that does not outcrop at the site, these increases are likely due to regional influences unrelated to site infiltration rates. D zone gradient direction is to the southwest with a magnitude of about 0.04. Note that others (for example, C2 REM 2007) have grouped well P-10XD with the D zone but groundwater fluctuations and elevations suggest it belongs within the C zone grouping (it's likely screened in both C and D zones to some extent). If P-10XD is a C zone well, there would be no off-site hydraulically downgradient monitoring wells screened in the D zone to assess deeper off-site migration of COCs. The upward vertical gradient from D to C zones suggests that contaminants would be inhibited from reaching the D zone from above.

Groundwater Chemistry

Chemical data collected from the 11 wells in the current groundwater monitoring network (Tables 9 and 10) from the period of 2007 to April 2010 were analyzed and compared against the performance criteria provided in the groundwater ROD, as amended by the ESD. Hence, this evaluation focused on COCs in the off-site, and hydraulically downgradient C and D zone wells. The zone C and D aquifers have the potential for water supply use.

Table 8 shows groundwater sampling results in monitoring wells regardless of water-bearing zone during the third FYR period. Well P-2I, in the B zone at the southwestern boundary of the site (Figure 2), contains the highest concentrations of benzene, THT, 3-THT, arsenic, and beryllium, of any site-related well. Benzene is the trigger (when in exceedance of the 5 µg/l MCL) for groundwater remedy implementation. THT has been detected in offsite deep well P-10L in all sampling events from 2007 to 2010, as has 3-THT in two of those years. The three metals highlighted for this FYR - arsenic, beryllium, and chromium – are consistently present in well P-2I, but spike in some of the down gradient wells where sampling results usually show low or no detections during this FYR period. However, the high metal concentrations occurred prior to 2009 when turbidity values remained high after purging, in some cases (such as P-2I) exceeding 1000 nephelometric turbidity units (NTUs). In 2009, all monitoring wells were redeveloped until the turbidity level either was below 50 NTUs or stabilized at levels in the 75-150 NTUs range. From 2009 to 2010, all metal concentrations were less than 2 µg/L or non-detect. Since 2005, sampling has utilized the low-flow/fixed volume method.

Because most locations were either non-detect or had fewer than three detections in the last five years, statistical trend analyses could only be performed for benzene, arsenic, and beryllium at well P-2I. The Mann-Kendall nonparametric test for trend is commonly used for environmental time-series data and was

utilized to assess well P-2I data. The results of Mann-Kendall test for trend on these three COCs indicated stability in the concentrations, i.e. no trend at the 90 percent confidence level.

USEPA requested that C2 REM review archived analytical data to determine historical detections of oxygenates including tert-butyl alcohol (TBA) following an alert from the EPA laboratory of unusually high values detected during analysis. There was no historical detection of any oxygenates other than TBA. TBA has been found at appreciable concentrations ranging from 100,000 µg/L in 2003 to 51,000 µg/L in 2010 in well P2I (C2REM, April 2011). Well P2I is screened in B zone which represents a shallow perched groundwater aquifer. TBA concentrations in well P10XD, a down gradient well off-site, have ranged between 30 and 66 µg/L from 2003 to 2010, and were recently estimated at 9.1 µg/L in EPA split sampling (EPA Region 9 lab report, May 2011).

Table 8. 2007-2010 Groundwater Analytical Summary

Well ID	Zone	RELATIVE LOCATION	Sample Date	VOCs			Total Metals		
				Benzene (µg/L)	THT (µg/L)	3-THT (µg/L)	Arsenic µg/L)	Beryllium (µg/L)	Chromium (µg/L)
		Trigger Level for off-site wells		*5*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*
P-2I	B	On site down-gradient (D.G.) Boundary well	6/6/2007	150	190	370	170	86	ND
			6/20/2008	120	120	200	ND	120	170
			4/13/2009	140	22	38	0.19	0.06	0.05
			4/09/2010	120	ND	110	0.23	0.06	0.02
P-5I	B	On site D.G. Boundary well	6/6/2007	ND	ND	5.6	ND	140	ND
			4/13/2009	ND	ND	ND	ND	0.01	ND
P-10D	B	Off site Downgradient Compliance well	6/6/2007	ND	ND	ND	ND	76	ND
			6/20/2008	ND	ND	ND	ND	ND	ND
			4/13/2009	ND	ND	ND	ND	ND	0.14
			4/09/2010	ND	8	16	ND	ND	0.01
P-5L	C	On site D.G. Boundary well	6/6/2007	ND	ND	ND	11	70	ND
			4/13/2009	ND	ND	ND	ND	ND	ND
P-9D	C	Off site D.G. Well	6/6/2007	ND	ND	ND	ND	ND	140
			4/13/2009	ND	ND	ND	ND	ND	ND
P-10L	C	Off site Downgradient Compliance well	6/6/2007	ND	ND	10	ND	ND	ND
			6/20/2008	ND	19	26	ND	ND	ND
			4/13/2009	ND	ND	20	ND	ND	0.03
			4/09/2010	ND	21	50	ND	ND	ND
P-5D	D	On Site D.G. Boundary Well	6/6/2007	ND	ND	ND	ND	ND	ND
			4/13/2009	0.92	ND	ND	ND	ND	ND
P-10XD	C & D	Off site Downgradient Compliance well	6/6/2007	ND	ND	ND	ND	ND	390
			6/20/2008	ND	ND	ND	ND	ND	ND
			4/13/2009	ND	ND	ND	ND	ND	1.88
			4/09/2010	ND	ND	ND	0.01	ND	0.58
W-9B	D	Upgradient Well	6/6/2007	ND	ND	ND	ND	ND	ND
			4/13/2009	ND	ND	ND	ND	ND	ND
W-9C	D	Upgradient Well	6/6/2007	ND	ND	ND	ND	ND	ND
			4/13/2009	ND	ND	ND	ND	ND	ND
W-10B	D	Upgradient Well	6/6/2007	ND	ND	ND	ND	ND	6.4
			4/13/2009	ND	ND	ND	ND	ND	ND

Notes:

ND = Analyte not detected at or above reporting limit.

6.5. Site Inspection

Site Inspection

A site inspection was conducted February 27, 2012 by the USEPA and the USACE Seattle District, and led by Kent Vollmer, Project Manager and Ian Yusko, Project Engineer of C2 REM, the PRP Environmental Contractor. The site walk began at the GCTS and proceeded to encircle the impermeable cover area, including the retention pond. During the walk, we observed the gas collection vaults, the nature and condition of the landscaping, surface drainage systems, a few monitoring wells, and perimeter fencing.

The landscape vegetation is generally in good condition, and though there was no evidence of direct irrigation, it likely benefits from overspray from irrigation of the grass. No burrows were observed, though there were presence of rabbit and coyote scat. The slopes are well vegetated and show no signs of significant erosion.

Inspection of exterior components of the GCTS found it to be in good condition (Appendix E, Photograph 1). The retention pond had several feet of water but the level was well below the outfall intake elevation. Sediment deposited within the northern portion of the pond and was removed by the golf course staff in 2006. Two underground vaults that house the gas collection system piping laterals of the two sets of sumps were opened and appeared to be in good condition. Mr. Vollmer noted that steel safety rails, platforms ("catwalks") and entry/exit ladders were installed in 2010 (Appendix E, Photograph 2). These additions provide safety procedures for performing confined space work inside the vaults. A submersible pump was installed in the Ramparts vault in 2010 that is operated via a solar panel onsite. Any water pumped from the vaults was directed into the surface water collection system. Also in 2010, improved access paths were completed to wells GPP/GSP 3 & 4 through installation of safety platforms (Appendix E, Photograph 3).

Inspection of other structures, including irrigation pipes and concrete lined V-ditches found them to be in fair to good condition. Some of the settlement monuments were identified, including one that was displaced. Mr. Vollmer stated that this happens occasionally and that these points will be re-established prior to the next survey, scheduled for May 2012. Concrete completions around flush mount casings for the wells have been deteriorating over the years. We were shown a couple of examples where the casings and the concrete were replaced and other examples of flush mounts that will be repaired in the coming year. Irrigation valve vaults were upgraded with industry standard boxes in approximately 2008.

Access is restricted by a wrought iron and chain linked fence surrounding the Los Coyotes Country Club, which encompasses the entire McColl site, including a locked gate leading directly to the GCTS (Appendix E, Photograph 5). The country club is a private golf club which is not accessible by the general public. However, an open gate along the eastern perimeter was open, reportedly allowing country club members access from their homes to the course, in their golf carts. Access to the GCTS enclosure is through a gate which was secured by a padlock. The gate and fencing appeared to be in good condition. Signage was in place along the perimeter/out-of-bounds areas of the golf course stating "Environmentally

sensitive area, entering this area is prohibited, please note local rule." There are no visible signs warning of the presence of the McColl CERCLA site. Trespassing and vandalism reportedly are not issues of concern for the site.

The Site Inspection Checklist is included as Appendix D to this report, and photographs documenting conditions during the site inspection are included as Appendix E.

6.6. Institutional Controls

The 1996 ROD requires that institutional controls be implemented if one or more criteria pertaining to THTs are exceeded. An ESD pertaining to the groundwater OU was issued in 2005 replacing benzene as the trigger chemical for further remedial measures should it be detected above its MCL in any off-site, downgradient monitoring well.

As the remedy is currently stated, institutional controls preventing further development or excavation of the site are required for the source OU and may be required for the groundwater OU if benzene is detected above its MCL in any of the hydraulically downgradient wells monitoring C and/or D groundwater zones and if a revised risk assessment concludes risks fall outside of acceptable exposure levels.

Institutional controls have been implemented as part of the source OU remedy. The property owner, McAuley LCX Corporation, in a Consent Decree with the federal government, agreed, in 1996, to no further development of the site property. This restriction would run with the land and be binding on any potential future owner of the site. The CD was recorded in January 1997, and its requirements meet the State of CA requirements for land use covenants. A title search has been performed by a title company for this FYR and is included as Appendix F to this report.

The following table lists the ICs associated with areas of interest at the Site.

Table 10. IC Summary Table

Media	ICs Called for in the Decision Documents	Impacted Parcel(s)	IC Objective	Instrument in Place
Ground Water	Yes	McAuley LCX Corp APN 280-201-02	Deploy ICs if benzene is detected above MCL in down gradient off-site wells.	None currently necessary

Sediment	No		No IC necessary	None
Surface Water	No		No IC necessary	None
Soil	Yes	McAuley LCX Corp APN 280-201-02	Prevent the disturbance of the contaminated soils and the cap.	Consent Decree recorded January 1997

6.7. Interviews

During the FYR process, one interview was conducted with parties impacted by the Site. The purpose of the interview was to document the perceived status of the Site and any perceived problems or successes with the phases of the remedy that have been implemented to date. The interview was conducted by telephone on May 14, 2012. The interview is summarized below and the complete interview is included in Appendix C.

Manny Lemis is the golf course superintendent for the LCCC. With C2 REM, he coordinates maintenance and repairs needs that are common to both interests, such as irrigation, landscaping, and the retention pond. He reports that LCCC and C2 REM have a good relationship and communications. He is not aware of any problems with operation of the remedy and believes the citizens living nearby have no complaints.

7. Technical Assessment

7.1. Question A: Is the remedy functioning as intended by the decision documents?

The third FYR evaluation indicated the remedy is functioning as designed; this conclusion was also reached in the second FYR. The following subsections support the evaluation.

Remedial Action Performance and Monitoring Results:

Performance and monitoring results for the source OU indicate the remedy is functioning as intended. The GCTS is currently operating effectively in the passive-active mode. Vapor analytical results confirm the low manual PID measurements which indicate off-gas generation is well below regulatory-required levels for COCs. The negligible pressure differential inside vs. outside the capped areas indicates gas generation, as anticipated, is limited, and is easily controlled. Cap settlement monitoring results indicate acceptable minor vertical and horizontal settlement as of April 2008.

Groundwater OU performance and monitoring results indicate the remedies together are functioning as intended. Currently, measures to inhibit surface water recharge to perched groundwater outside the capped areas, particularly in the B zone, appear to be working, as lower water levels have been observed in these shallower units. Additionally, the slightly higher groundwater elevations observed in late 2005 to 2007 in the deeper units are likely a result of increased infiltration caused by above average precipitation in 2004 to 2005.

Groundwater VOC chemical data show continued high concentrations of benzene and THT in the source zone. The data also indicate that there has been only one (and very low) detection of benzene hydraulically downgradient in any water-bearing zone. Additionally, THT and 3-THT, which are no longer trigger chemicals for active groundwater remedial action or institutional control implementation, have only been detected at low levels (i.e., parts per billion).

Concentrations of metals in groundwater exceed the MCLs in boundary and down gradient wells, located in the perched water zone B and in the C and possibly D zones. As described in Section 6.4 – Groundwater Chemistry, these elevated values may be caused by high turbidity in the sample water. Following well re-development in 2009, the turbidity, after low-flow purging, was generally below 50 NTUs and the metals data were all non-detects. Field water quality purge parameters were reviewed and no conclusions can be made regarding reducing conditions at or near the source OU. Dissolved oxygen (DO) values varied widely, from 0.1 to about 9 mg/L, in the wells with no patterns observed spatially or temporally. This contrasts with conclusions from the second FYR that reducing conditions appear to be present at or near the source OU. Based on two sampling events, generally higher DO results were observed in the offsite wells.

System Operations and Maintenance

The source OU GCTS has required only routine maintenance and repairs over the timeframe of this FYR, requiring no significant down time. The GCTS currently operates in active mode one day per month for 9 hours; otherwise, the system remains in passive mode, which allows for any vapors to be collected and treated by the system.

Maintenance of the cap, cut-off slurry wall, and slope retention components of the source remedy has generally been adequate, with safety improvements to the underground vaults that house the gas collection system piping laterals of the Los Coyotes and Ramparts sumps, and to the gas pressure probe wells.

Opportunities for Optimization

Based on the site inspection, reviewed documents, and data, the remedy appears to be operating efficiently and effectively. Optimization strategies are not warranted at this time. The operation and maintenance (O&M) repairs and improvements made during this 5-year review period represent good practices that need to be continued as the system continues to age. Minor maintenance issues should continue to be identified during the routine site inspections by the O&M contractor and timely corrective actions reported to the EPA.

Early Indicators of Potential Issues

The following were identified as early indicators of potential remedy problems:

- Stressed vegetation/bare grass cover was observed over two of the sumps. While the lack of vegetation and its associated root structure have not currently led to slope erosion, the potential exists for erosional channels to develop in the soil cover material during heavier rainfall and runoff events.
- Additional metals in groundwater could affect groundwater remedy. Low levels of metals (arsenic, beryllium, and chromium) have been detected sporadically at downgradient on site boundary well P-5L and off-site compliance well P-10XD. The high frequency of non-detects at these wells, and lack of VOCs in the downgradient wells makes associating these metals with the source waste unlikely.

7.2. Question B: Are the exposure assumptions, Toxicity Data, Cleanup Levels, and Remedial Action Objectives (RAOs) Used at the Time of Remedy Selection Still Valid?

Changes in Standards and TBCs

Applicable or relevant and appropriate requirements (ARARs) identified in the ROD have been revised. However, these revisions do not affect the protectiveness of the remedy. Additionally, no new promulgated standards affect the protectiveness of the remedy.

Changes in Exposure Pathways

Currently, the Site use is generally limited to recreational users and maintenance workers. No additional human health routes of exposure have been identified. The current and future exposure pathways evaluated in the BPHE and BRA are still valid assumptions. The landfill cover eliminates potential exposure to the refinery waste and soil through direct contact and inhalation pathways. Ingestion, inhalation, and direct contact with groundwater are incomplete pathways since the groundwater in the perched aquifers is not used for drinking water purposes.

Vapor intrusion to indoor air was not identified as an exposure route in the RODs. Groundwater concentrations of contaminants sufficiently toxic and volatile for vapor intrusion concern are all below current screening values in the latest round of groundwater monitoring. Where detected chemicals (i.e. benzene) do approach the screening level, the nearest residences are more than 100 feet away. Therefore, the conditions at the Site do not indicate a concern from the vapor intrusion pathway.

New contaminants identified since the ROD include tert butyl alcohol (TBA) in groundwater. Currently there is no state or federal MCL for TBA, although the state has a Notification Level for TBA. The most recent concentrations of TBA are below the notification level.

Changes in Toxicity and Other Contaminant Characteristics

Toxicity values for 2-hexanone, methylene chloride, and nitrobenzene have changed since the last FYR. These chemicals do not have specified performance or cleanup standards and therefore changes in toxicity values do not affect the protectiveness of the remedy. The 1996 Groundwater ROD noted that SVOCs (such as nitrobenzene) were not consistently found in groundwater and/or were determined to be laboratory artifacts. The current MCL methylene chloride is below protective risk range; and therefore, remains protective. There is no MCL for 2-hexanone. Additionally, no one is currently drinking the groundwater.

Changes in Risk Assessment Methods

No changes to standardized risk assessment methodologies have occurred.

Expected Progress towards Meeting Remedial Action Objectives (RAOs)

This review indicates that the combined remedial action objectives for the Groundwater and Source OUs are still valid: 1) Long-term isolation of waste materials; 2) Minimization of infiltration of rain water into waste; 3) Control of any gases emitted from the wastes; 4) Provision of adequate bearing capacity for the end use of the site. There have been no changes in site conditions or toxicity criteria to suggest that existing response actions are no longer required or that additional actions need to be taken.

7.3. Question C: Has Any Other Information Come to Light That Could Call Into Question the Protectiveness of the Remedy?

There is no new information that raises questions about the protectiveness of the remedy. No ecological risks are associated with the site. The region is known to be seismically active; however, the O&M plan includes provisions for additional inspections should a significant earthquake occur. Drainage and infiltration of surface water to perched groundwater are controlled, which is important to maximize protectiveness of the remedy. Also, source institutional controls (ICs) are in place and working.

7.4. Technical Assessment Summary

According to the data reviewed, the site inspection, and the interviews, the remedy is functioning as intended by the source ROD, the groundwater ROD, and ESD. There have been no changes in the ARARs that should affect the protectiveness of the remedy. The remedy is still protective of human health and the environment. There is no other information that calls into question the protectiveness of the remedy with the exception of lack of definitive groundwater ICs.

8. Issues

No issues have been identified that affect protectiveness. The remedy, monitoring, and operations are performing, as designed and as required.

9. Recommendations and Follow-up Actions

No significant issues have been identified for recommendations and follow-up actions.

10. Protectiveness Statement

Source OU Protectiveness Statement: The remedy at the McColl site for the source OU is protective of human health and the environment, and exposure pathways that could result in unacceptable risks are being controlled. The remedy is expected to continue to be protective in the long term.

Groundwater OU Protectiveness Statement: The remedy at the McColl site for the groundwater OU is protective of human health and the environment, and exposure pathways that could result in unacceptable risks are being controlled. The remedy is expected to continue to be protective in the long term.

Combined Comprehensive Site-Wide Protectiveness Statement for Construction Complete Site: The overall remedy at the McColl Superfund site for both source and groundwater OUs is protective of human health and the environment, and exposure pathways that could result in unacceptable risks are being controlled. The remedy is expected to continue to be protective in the long term.

All immediate threats have been addressed adequately and issues related to operation and maintenance of remedial actions will and should continue to be addressed and resolved as they appear. Between finalization of this third FYR and the next scheduled review, routine O&M will continue for components of both the source and groundwater OUs, as will routine groundwater hydraulic and chemical monitoring to ensure contaminants in excess of the MCLs do not migrate off-site to potentially threaten regional groundwater supplies. No water supply wells are currently impacted by site-related contamination, nor are they likely to be impacted during the next review period, given the low concentrations of THTs and non-detections of benzene in off-site monitoring wells and the large distance between the Site and the closest regional water supply wells. Furthermore, the vertical upward hydraulic gradient from the D zone to the C zone which currently exists supports short-term and potentially long-term protectiveness by preventing downward migration of contamination, at least at the observed monitoring well locations.

11. Next Review

This Site requires ongoing statutory FYRs as long as waste is left on-site that does not allow for unlimited and unrestricted use. The next FYR will be due within five years of the signature date of this FYR.

Appendix A: List of Documents Reviewed

C2 REM, April 2008, 2007 Operations, Maintenance, & Monitoring Annual Report for McColl Superfund Site, Fullerton, California. Prepared for USEPA, Prepared on behalf of the McColl Site Group.

C2 REM, January 2009, 2008 Monument Survey Results McColl Superfund Site Fullerton, California, Technical Memorandum to Rusty-Harris Bishop, US Environmental Protection Agency, January 21, 2009.

C2 REM, April 2009, 2008 Operations, Maintenance, & Monitoring Annual Report for McColl Superfund Site, Fullerton, California. Prepared for USEPA, Prepared on behalf of the McColl Site Group.

C2 REM, May 2010, 2009 Operations, Maintenance, & Monitoring Annual Report for McColl Superfund Site, Fullerton, California. Prepared for USEPA, Prepared on behalf of the McColl Site Group.

C2 REM, April 2011, 2010 Operations, Maintenance, & Monitoring Annual Report for McColl Superfund Site, Fullerton, California. Prepared for USEPA, Prepared on behalf of the McColl Site Group.

DTSC, 2011. Final Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air. Department of Toxic Substances Control, California Environmental Protection Agency. October 2011.

DTSC, March 14, 2005. Adequacy of Land Use Controls at the McColl Superfund Site, Fullerton CA.

Environ Corporation, December 1995, Final Remedial Investigation Report Groundwater Operable Unit, McColl Superfund Site, Fullerton, California, Volumes I and II, Prepared for USEPA.

Geosyntec Consultants, 2009, Horizontal Displacement Tolerances for the MSE Wall McColl Superfund Site, Letter report to C2REM, in 2009 Operations, Maintenance & Monitoring Annual Report for McColl Superfund Site, May 5, 2009.

ICF Technology Incorporated, April 1992a, Final SROA II Report for the Source Operable Unit for the McColl Site, Fullerton, California.

ICF Technology Inc., 1992b. Addendum to the Baseline Public Health Evaluation, McColl Superfund Site, Fullerton, California. July.

ICF Technology Incorporated, November 1995, Final Baseline Risk Assessment for the McColl Superfund Site Groundwater Operable Unit, Fullerton, California, Prepared for USEPA.

Montgomery Watson Harza, July 2002, McColl Superfund Site, Fullerton, California, (Draft) Five-Year Review Report. Prepared for USACE and USEPA.

USACE, 2007. Final Second Five-Year Review Report for McColl Superfund Site, Fullerton, Orange County, California. September 25, 2007.

United States Environmental Protection Agency, April 1984, Record of Decision, McColl Superfund Site, Fullerton, California.

United States Environmental Protection Agency, June 1993, Record of Decision for the McColl Superfund Site Source Operable Unit, Fullerton, California.

United States Environmental Protection Agency, February 1996, Feasibility Study Report Groundwater Operable Unit, McColl Superfund Site, Fullerton, California.

United States Environmental Protection Agency, May 1996, Record of Decision Groundwater Operable Unit, McColl Superfund Site, Fullerton, California.

United States Environmental Protection Agency, September 2002, (Final) First Five-Year Review Report for McColl Superfund Site, City of Fullerton, Orange County, California.

USEPA, 2002. OSWER Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils (Subsurface Vapor Intrusion Guidance). November 2002. EPA530-D-02-004.

United States Environmental Protection Agency, September 2005, McColl Superfund Site Explanation of Significant Differences. EPA/ESD/R0905/047.

United States Environmental Protection Agency, June 2008, Fact Sheet: Five-Year Review Complete, McColl Superfund Site, Fullerton, California.

United States Environmental Protection Agency, September 2007, (Final) Second Five-Year Review Report for McColl Superfund Site, City of Fullerton, Orange County, California.

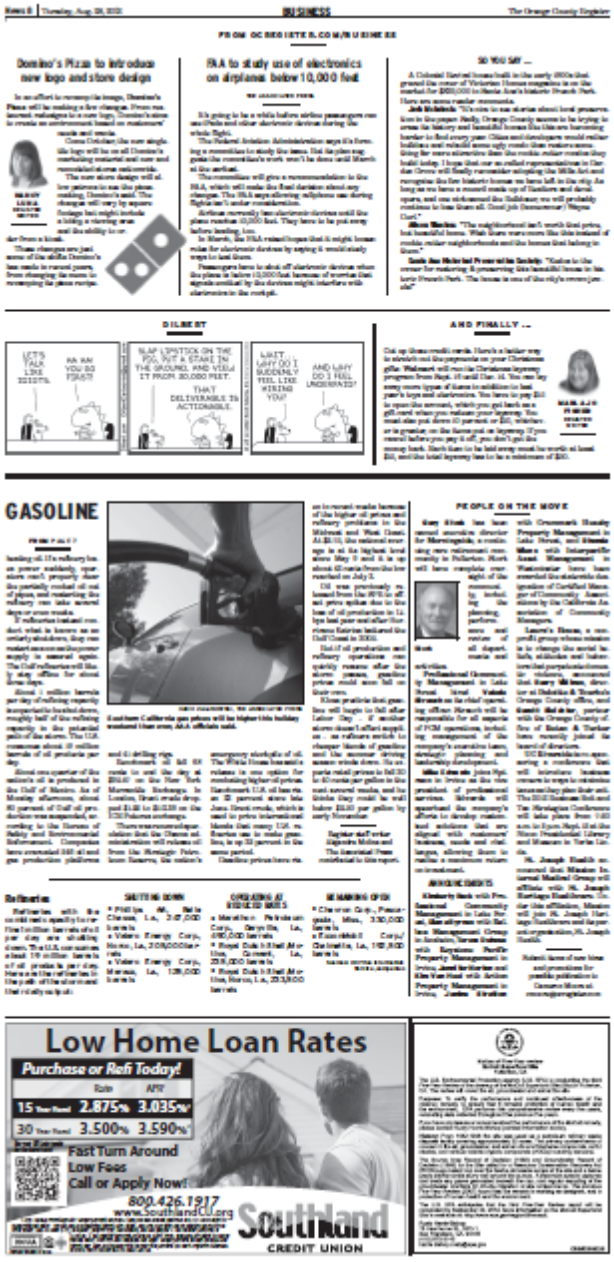
United States Environmental Protection Agency, July 2008, Analytical Testing Results - Project R08S68, Letter Report to Rusty Harris-Bishop, Site Cleanup Section 2, SFD-7-2.

United States Environmental Protection Agency, April 2010, Analytical Testing Results - Project R10S57, Letter Report to Rusty Harris-Bishop, Site Cleanup Section 2, SFD-7-2, April 13, 2010.

United States Environmental Protection Agency, May 2011, Analytical Testing Results - Project R11S53 SDG:11104C, Letter Report to Rusty Harris-Bishop, California Site Cleanup Section 2, SFD-7-2, May 24, 2011.

USEPA, 2012. Regional Screening Levels (RSLs), April 2012. Available at http://www.epa.gov/region9/superfund/prg/

Appendix B: Press Notices



Domino's Pizza to introduce new logo and store design

FAA to study use of electronics on airplanes below 10,000 feet

DILBERT

AND FINALLY ...

GASOLINE

PEOPLE ON THE MOVE

Low Home Loan Rates

Purchase or Refi Today!

Rate APR

15 Year Fixed 2.875% 3.035%

30 Year Fixed 3.500% 3.590%

Fast Turn Around

Low Fees

Call or Apply Now!

800.426.1917

www.SouthlandCU.org

SouthLand CREDIT UNION

Notice of Five-Year review
McColl Superfund Site
Fullerton, CA

The U.S. Environmental Protection agency (U.S. EPA) is conducting the third Five-Year Review of the cleanup of the McColl Superfund Site (Site) in Fullerton, CA. The review will cover the air, groundwater and soil at the site

Purpose: To verify the performance and continued effectiveness of the cleanup remedy, to ensure that it remains protective of human health and the environment. EPA performs this comprehensive review every five years, evaluating data collected throughout the previous five years.

If you have any issues or concerns about the performance of the McColl remedy, please contact Rusty Harris-Bishop (contact information below).

History: From 1942-1946 the site was used as a petroleum refinery waste disposal facility covering approximately 22 acres. The primary contaminants of concern in the air, groundwater, and soil on site are thiophene compounds, sulfur dioxide, and various volatile organic compounds (VOCs) including benzene.

The Source Area Record of Decision (1993) and Groundwater Record of Decision (1996) for the Site called for a Resource Conservation Recovery Act (RCRA)-equivalent cap over the twelve old waste sumps at the site and a below grade soil/bentonite slurry wall around the sumps. A treatment system captures and treats any gases generated beneath the cap, and regular sampling of the groundwater monitors for off-site migration of site contaminants. The previous Five-Year Review (2007) found that the remedy is working as designed, and is protective of human health and the environment.

The U.S. EPA anticipates that the third Five-Year Review report will be completed by September 30, 2012. More information on the McColl Superfund Site is available at: http://www.epa.gov/region09/mccoll.

Rusty Harris-Bishop
75 Hawthorne St., SFD-1
San Francisco, CA. 94105
(415) 972-3140
harris-bishop.rusty@epa.gov

CNS#2368336

Appendix C: Interview Forms

[This page is intentionally blank]

INTERVIEW DOCUMENTATION FORM			
The following is a list of individual interviewed for this five-year review. See the attached contact record(s) for a detailed summary of the interviews.			
Manny Lemus Name	Course Superintendant Title/Position	Los Coyotes Country Club Organization	14 May 2012 Date
_____ Name	_____ Title/Position	_____ Organization	_____ Date
_____ Name	_____ Title/Position	_____ Organization	_____ Date

INTERVIEW RECORD

Site Name: McColl Superfund Site		**EPA ID No.: CAD980498695**	
Subject: FYR Interview		**Time: 9:30 am**	**Date:14 May 2012**
Type: 9 Telephone 9 Visit 9 Other **Location of Visit: Telephone call**		9 Incoming 9 Outgoing	
Contact Made By:			
Name: Rick Garrison	**Title: Geologist/FYR technical lead**	**Organization: USACE Seattle**	
Individual Contacted:			
Name: Manny Lemus	**Title: Golf Course Superintendant**	**Organization: Los Coyotes Country Club**	

Telephone No: (714) 994-7779 **Fax No:** **E-Mail Address: super@loscoyotescc.**	**Street Address: n/a** **City, State, Zip:**
Summary Of Conversation	

1. *What is your current role with respect to the site?*
Landscape, security and other general maintenance; and repairs of features of common interest to LCCC and the Superfund Site (such as irrigation and sediment removal from the pond).

2. *Have there been routine communications or activities with EPA and C2REM (for example site visits, inspections, etc.)?*
Good communications on an as-needed basis. Perhaps 6 to 10 times over the year.

3. *Do you feel well informed about the site's activities and progress?*
Yes.

4. *Do you have any comments, suggestions, or recommendations regarding the site's management, operation, or any other aspects of the site?*
No comments or recommendations

5. *Have there been any complaints, violations, or other incidents related to the site requiring a response by your office? If so, please give details of the events and results of the responses.*
No complaints or violations

6. *Are you aware of any community concerns regarding the site or its operation and administration? If so, please give details.*
No community concerns that he has heard of.

7. *Are you aware of any changes in State/County/Local laws and regulations that may impact the protectiveness of the site?*
Not aware of any changes that may impact the site.

8. *What are the operational costs for your organizations involvement for the Site?*
No costs beyond what they would need to do for LCCC operations; their efforts go hand-in-hand with the Superfund operations.

9. *What is your overall impression of the McColl Superfund Site (general sentiment)?*
The McColl Superfund Site is relatively "invisible" to LCCC. C2REM are good people to work with who make a good effort to conduct their work with minimal impact to the golfers and LCCC's operations.

Appendix D: Site Inspection Checklist

[This page intentionally left blank.]

Five-Year Review Site Inspection Checklist

I. SITE INFORMATION	
Site name: McColl Superfund Site	**Date of inspection: 27 February 2012**
Location: Fullerton, CA	**EPA ID:** CAD980498695
Agency, office, or company leading the five-year review: USEPA & USACE	**Weather/temperature Cool, generally raining**

Remedy Includes: (Check all that apply)

- ☒ Landfill cover/containment
- ☒ Access controls
- ☒ Institutional controls
- ☐ Groundwater pump and treatment
- ☐ Surface water collection and treatment
- ☐ Other: *Groundwater monitoring*
- ☒ Monitored natural attenuation
- ☐ Groundwater containment
- ☒ Vertical barrier walls

Attachments: ☐ Inspection team roster attached ☐ Site map attached

II. INTERVIEWS (Check all that apply)

1. **O&M site manager** Kent Vollmer (Name) Project Manager (Title) 27 February 2012 (Date)
   Interviewed ☒ at site ☐ at office ☐ by phone Phone no. (949) 261-8097
   Problems, suggestions; ☐ Report attached 1-1/2 years as project manager at McColl

2. **O&M staff** Ian Yusko (Name) Project Engineer (Title) 27 February 2012 (Date)
   Interviewed ☒ at site ☐ at office ☐ by phone Phone no. (949) 261-8098
   Problems, suggestions; ☐ Report attached Six years at McColl

3. **Local regulatory authorities and response agencies** (i.e., State and Tribal offices, emergency response office, police department, office of public health or environmental health, zoning office, recorder of deeds, or other city and county offices, etc.) Fill in all that apply.

Agency: **Dept of Toxic Substances Control (DTSC) not funded by EPA and not involved anymore**
Contact: _____ _____ _____
Name Title Date Phone no.
Problems; suggestions; ☐ Report attached _____
_____

Agency _____
Contact _____ _____ _____ _____
Name Title Date Phone no.
Problems; suggestions; ☐ Report attached _____
_____

4. **Other interviews** (optional) ☐ Report attached.

III. ON-SITE DOCUMENTS & RECORDS VERIFIED (Check all that apply)

1. **O&M Documents**

☒ O&M manual	☒ Readily available	☒ Up to date	☐ N/A
☐ As-built drawings	☐ Readily available	☐ Up to date	☐ N/A
☒ Maintenance logs	☒ Readily available	☒ Up to date	☐ N/A

Remarks Gas Collection and Treatment System; Admin Records at Fullerton Library; not updated since last 5YR.

2. **Site-Specific Health and Safety Plan** ☒ Readily available ☐ Up to date ☐ N/A
☐ Contingency plan/emergency response plan ☒ Readily available ☐ Up to date ☐ N/A
Remarks updated annually

3. **O&M and OSHA Training Records** ☒ Readily available ☒ Up to date ☐ N/A
Remarks Annual training; records in C2REM office.

4. **Permits and Service Agreements**

☒ Air discharge permit	☐ Readily available	☐ Up to date	☒ N/A
☒ Effluent discharge	☐ Readily available	☐ Up to date	☒ N/A
☒ Waste disposal, POTW	☐ Readily available	☐ Up to date	☒ N/A
☐ Other permits_____	☐ Readily available	☐ Up to date	☐ N/A

Remarks_____
_____

5. **Gas Generation Records** ☐ Readily available ☐ Up to date ☒ N/A
Remarks_____
_____

6. **Settlement Monument Records** ☒ Readily available ☒ Up to date ☐ N/A

Remarks: Surveys conducted in 2002, 2007 and earlier. Next survey planned for May 2012

7.	**Groundwater Monitoring Records**	☒ Readily available	☒ Up to date	☐ N/A
	Remarks_____			
8.	**Leachate Extraction Records**	☐ Readily available	☐ Up to date	☒ N/A
	Remarks_____			
9.	**Discharge Compliance Records**			
	☒ Air	☐ Readily available	☒ Up to date	☐ N/A
	☒ Water (effluent)	☐ Readily available	☐ Up to date	☒ N/A
	Remarks_____			
10.	**Daily Access/Security Logs**	☐ Readily available	☐ Up to date	☒ N/A
	Remarks_____			

IV. O&M COSTS

1. **O&M Organization**

☐ State in-house ☐ Contractor for State
☐ PRP in-house ☒ Contractor for PRP
☐ Federal Facility in-house ☐ Contractor for Federal Facility
☐ Other_____ C2REM has been contractor for PRP since 2002, responsible for O&M.

2. **O&M Cost Records**

☐ Readily available ☐ Up to date
☒ Funding mechanism/agreement in place
Original O&M cost estimate Source OU: $828k/annum; Groundwater OU: $146k/annum
☐ Breakdown attached

Total annual cost by year for review period if available

From 2008	To 2009	$342k/annum (both OUs)	☐ Breakdown attached
Date	Date	Total cost	
From 2009	To 2010	$369k/annum (both OUs)	☐ Breakdown attached
Date	Date	Total cost	
From 2010	To 2011	$335k/annum (both OUs)	☐ Breakdown attached
Date	Date	Total cost	
From 2011	To 2012	$340k/annum (both OUs)	☐ Breakdown attached
Date	Date	Total cost	
From 2012	To 2013	$340k/annum (both OUs)	☐ Breakdown attached
Date	Date	Total cost	

Remarks: Costs presented by C2REM as their budget; not what was actually billed with contingency costs.

3. **Unanticipated or Unusually High O&M Costs During Review Period**

Costs are as anticipated, but much less than estimated in ROD. C2REM are able to effect cost savings due to:

- Reduced activity – fewer monument survey after the first five years of operation (as per ROD); gas collection pressures measurements changed from twice per year to quarterly in 2006; site inspections changed from weekly to greater than monthly;
- Blower operation changed in 2005, from 5 days per week to one day per month reducing maintenance needs
- Introduction of solar panels

V. ACCESS AND INSTITUTIONAL CONTROLS ☐ Applicable ☐ N/A

A. Fencing

1. **Fencing damaged** ☐ Location shown on site map ☒ Gates secured ☒ N/A

Remarks Secured fencing around treatment system site; one gate, controlled by golf course, was observed open along fencing around golf course.

B. Other Access Restrictions

Signs and other security measures ☐ Location shown on site map ☐ N/A

Remarks Warning signs posted along edge of golf course – "Environmentally Sensitive Area, Entering This Area is Prohibited" and along steep slopes – "Danger, Steep Slope, Fall Protection Required Beyond This Point." Signs at gas pipeline valve vaults – "Warning, Confined Space, Authorized Personnel Only."

C. Institutional Controls (ICs)

1. **Implementation and enforcement**

Site conditions imply ICs not properly implemented ☐ Yes ☒ No ☐ N/A

Site conditions imply ICs not being fully enforced ☐ Yes ☒ No ☐ N/A

Type of monitoring (*e.g.*, self-reporting, drive by): Visual site inspection

Frequency: Daily by Los Coyotes Country Club (LCCC) personnel and more than once per month by C2REM

Responsible party/agency: C2REM (PRP Environmental contractor) and LCCC Management

Contact	Kent Vollmer	Project Manager	27 February 2012	(949) 261-8097
	Name	Title	Date	Phone no.

Reporting is up-to-date ☒ Yes ☐ No ☐ N/A

Reports are verified by the lead agency ☒ Yes ☐ No ☐ N/A

Specific requirements in deed or decision documents have been met ☒ Yes ☐ No ☐ N/A

Violations have been reported ☐ Yes ☐ No ☒ N/A

Other problems or suggestions: ☐ Report attached

2.	**Adequacy**	☒ ICs are adequate	☐ ICs are inadequate	☐ N/A
	Remarks_____			

D. General

1.	**Vandalism/Trespassing**	☐ Location Shown On Site Map	☒ No Vandalism Evident
	Remarks No vandalism or trespassing evident		
2.	**Land use changes on site** ☒ N/A		
	Remarks_____		
3.	**Land use changes off site** ☒ N/A		
	Remarks_____		

VI. GENERAL SITE CONDITIONS

A. Roads ☒ Applicable ☐ N/A

1.	**Roads damaged**	☐ Location shown on site map	☒ Roads adequate	☐ N/A
	Remarks Paved vehicular access road from Rosecrans Ave. to GCTS in good condition, as are concrete golf cart paths on the golf course.			

B. Other Site Conditions

Remarks: Recommendation made to replace trees and brush with native species

VII. LANDFILL COVERS ☒ Applicable ☐ N/A

A. Landfill Surface

1.	**Settlement** (Low spots)	☐ Location shown on site map	☒ Settlement not evident
	Areal extent_____	Depth_____	
	Remarks Next settlement survey scheduled for 2007.		
2.	**Cracks**	☐ Location shown on site map	☒ Cracking not evident
	Lengths_____ Widths_____ Depths_____		
	Remarks_____		
3.	**Erosion**	☐ Location shown on site map	☒ Erosion not evident
	Areal extent_____	Depth_____	
	Remarks_____		
4.	**Holes**	☐ Location shown on site map	☒ Holes not evident
	Areal extent_____	Depth_____	
	Remarks_____		

5. **Vegetative Cover** ☒ Grass ☒ Cover properly established ☐ No signs of stress
☒ Trees/Shrubs (indicate size and locations on a diagram)

Remarks: Recommendation made to replace the trees and brush with native species for lower maintenance. Stressed grass area still remains (noted in the previous 5YR) and alternative vegetation such as scrub/shrub was recommended as replacement vegetation. Deep-seated roots from volunteer plants were removed in 2011.

6. **Alternative Cover (armored rock, concrete, etc.)** ☐ N/A

Remarks: Terraced retaining walls (reinforced earthen slopes, RES, gabion baskets) constructed with geogrid between upper and lower Ramparts sump parcels.

7. **Bulges** ☐ Location shown on site map ☒ Bulges not evident
Areal extent_____ Height_____
Remarks_____

8. **Wet Areas/Water Damage** ☒ Wet areas/water damage not evident
☐ Wet areas ☐ Location shown on site map Areal extent_____
☐ Ponding ☐ Location shown on site map Areal extent_____
☐ Seeps ☐ Location shown on site map Areal extent_____
☐ Soft subgrade ☐ Location shown on site map Areal extent_____
Remarks_____

9. **Slope Instability** ☐ Slides ☐ Location shown on site map ☒ No evidence of slope instability
Areal extent_____
Remarks_____

B. Benches ☐ Applicable ☒ N/A
(Horizontally constructed mounds of earth placed across a steep landfill side slope to interrupt the slope in order to slow down the velocity of surface runoff and intercept and convey the runoff to a lined channel.)

C. Letdown Channels ☐ Applicable ☒ N/A
(Channel lined with erosion control mats, riprap, grout bags, or gabions that descend down the steep side slope of the cover and will allow the runoff water collected by the benches to move off of the landfill cover without creating erosion gullies.)

D. Cover Penetrations ☒ Applicable ☐ N/A

1. **Gas Vents** ☐ Active ☐ Passive
☐ Properly secured/locked ☐ Functioning ☐ Routinely sampled ☐ Good condition
☐ Evidence of leakage at penetration ☐ Needs Maintenance
☒ N/A
Remarks_____
_____

2.	**Gas Monitoring Probes** ☐ Properly secured/locked ☒ Functioning ☒ Routinely sampled ☐ Good condition ☐ Evidence of leakage at penetration ☐ Needs Maintenance ☐ N/A Remarks: All gas probes were refitted with piping less prone to leakage and new flush mount vaults in 2008. The new vaults now meet industry standards.
3.	**Monitoring Wells** (within surface area of landfill) ☐ Properly secured/locked ☐ Functioning ☐ Routinely sampled ☐ Good condition ☐ Evidence of leakage at penetration ☐ Needs Maintenance ☒ N/A Remarks: all groundwater monitoring wells are outside the sump cover footprint and addressed elsewhere within this checklist.
4.	**Leachate Extraction Wells** ☐ Properly secured/locked ☐ Functioning ☐ Routinely sampled ☐ Good condition ☐ Evidence of leakage at penetration ☐ Needs Maintenance ☒ N/A Remarks_____
5.	**Settlement Monuments** ☒ Located ☒ Routinely surveyed ☐N/A Remarks: Many of the 47 monuments were located. Some monuments are missing due to surficial erosion. Plans are to replace them, this year prior to survey. Annual inspection and historical annual survey is now reduced to once every 5 years. Provision to survey after significant seismic event or significant rainfall event has not been tested.

E. Gas Collection and Treatment	☒ Applicable ☐N/A
1.	**Gas Treatment Facilities** ☐ Flaring ☐ Thermal destruction ☐ Collection for reuse ☒ Good condition ☐ Needs Maintenance Remarks: Operated continuously, with blower on, until June 2005. Now operates in active mode one day per month, working passively (blower off) rest of the time.
2.	**Gas Collection Wells, Manifolds and Piping** ☒ Good condition ☐ Needs Maintenance Remarks: Completed safety upgrades to the collection vaults in 2010.
3.	**Gas Monitoring Facilities** (*e.g.*, gas monitoring of adjacent homes or buildings) ☐ Good condition ☐ Needs Maintenance ☒ N/A Remarks_____
F. Cover Drainage Layer	☒ Applicable ☐ N/A

1.	**Outlet Pipes Inspected**	☒ Functioning	☐ N/A
	Remarks: Includes concrete V-ditches which occasionally are prone to minor sedimentation and joint sealant failure. Joints have occasionally deteriorated at which time silicone joint sealant is applied.		
2.	**Outlet Rock Inspected**	☐ Functioning	☒ N/A
	Remarks_____		
G. Detention/Sedimentation Ponds		☒ Applicable	☐ N/A
1.	**Siltation** Areal extent_____ Depth_____ ☐ N/A		
	☒ Siltation not evident		
	Remarks: LCCC recently cleaned out the north end of retention pond (nearest culvert inlet) of plant growth and sediment.		
2.	**Erosion** Areal extent_____ Depth_____		
	☒ Erosion not evident		
	Remarks_____		
3.	**Outlet Works**	☒ Functioning	☐ N/A
	Remarks_____		
4.	**Dam**	☐ Functioning	☒ N/A
	Remarks_____		

H. Retaining Walls		☒ Applicable	☐ N/A
1.	**Deformations**	☐ Location shown on site map	☒ Deformation not evident
	Horizontal displacement: <0.5 ft Vertical displacement: <0.5 ft		
	Rotational displacement_____		
	Remarks: Deformation not visibly evident		
2.	**Degradation**	☐ Location shown on site map	☒ Degradation not evident
	Remarks_____		
I. Perimeter Ditches/Off-Site Discharge		☒ Applicable	☐ N/A
1.	**Siltation**	☐ Location shown on site map	☒ Siltation not evident
	Areal extent_____ Depth_____		
	Remarks_____		
2.	**Vegetative Growth**	☐ Location shown on site map	☒ N/A
	☐ Vegetation does not impede flow		
	Areal extent_____ Type_____		
	Remarks_____		

3.	**Erosion** ☐ Location shown on site map ☒ Erosion not evident Areal extent_____ Depth_____ Remarks_____
4.	**Discharge Structure** ☐ Functioning ☒ N/A Remarks_____
	VIII. VERTICAL BARRIER WALLS ☒ Applicable ☐ N/A
1.	**Settlement** ☐ Location shown on site map ☒ Settlement not evident Areal extent_____ Depth_____ Remarks_____
2.	**Performance Monitoring** Type of monitoring: Air pressure differential at 12 paired gas pressure/sampling probes. Frequency: quarterly since June 2006. ☐ Evidence of breaching Head differential (look up)__0.35 to 1.10 psi_____ Remarks: Low to zero pressure differential between probe points paired inside and outside the caps indicate the GCTS is functioning, and very little gas is being generated.
	IX. GROUNDWATER/SURFACE WATER REMEDIES ☒ Applicable ☐ N/A
	A. Groundwater Extraction Wells, Pumps, and Pipelines ☐ Applicable ☒ N/A
	B. Surface Water Collection Structures, Pumps, and Pipelines ☐ Applicable ☐ N/A
1.	**Collection Structures, Pumps, and Electrical** ☒ Good condition ☐ Needs Maintenance Remarks_____
2.	**Surface Water Collection System Pipelines, Valves, Valve Boxes, and Other Appurtenances** ☒ Good condition ☐ Needs Maintenance Remarks_____
3.	**Spare Parts and Equipment** ☒ Readily available ☐ Good condition ☐ Requires upgrade ☐ Needs to be provided Remarks_____
	C. Treatment System ☐ Applicable ☒ N/A
	D. Monitoring Data
1.	Monitoring Data ☐ Is routinely submitted on time ☐ Is of acceptable quality
2.	Monitoring data suggests: ☐ Groundwater plume is effectively contained ☐ Contaminant concentrations are declining

E. Monitored Natural Attenuation

1. **Monitoring Wells** (natural attenuation remedy)

☐ Properly secured/locked ☒ Functioning ☒ Routinely sampled ☒ Good condition
☐ All required wells located ☐ Needs Maintenance ☐ N/A

Remarks: Groundwater elevations in 20 wells are measured twice per year; groundwater sampling in 4 wells annually, and in 7 wells every two years. Using low-flow/minimal drawdown sampling technique. No locks on wells within golf course due to irrigation water corrosion problems.

X. OTHER REMEDIES

If there are remedies applied at the site which are not covered above, attach an inspection sheet describing the physical nature and condition of any facility associated with the remedy. An example would be soil vapor extraction.

XI. OVERALL OBSERVATIONS

A. Implementation of the Remedy

Describe issues and observations relating to whether the remedy is effective and functioning as designed. Begin with a brief statement of what the remedy is to accomplish (i.e., to contain contaminant plume, minimize infiltration and gas emission, etc.).

Groundwater operable unit is intended to significantly reduce infiltration of precipitation and surface water outside waste sump areas, and adequately monitor subsurface hydraulic and contaminant behavior.

Source operable unit intended to prevent infiltration of water to waste sumps through multi-layer cap and vertical cut-off wall, thereby preventing contaminated groundwater from leaching out of the cells, and to collect and treat gasses to eliminate hazardous air emissions. RES intended to stabilize steep slopes. Groundwater monitoring is ongoing. The remedy is effective and functioning as designed.

B. Adequacy of O&M

Describe issues and observations related to the implementation and scope of O&M procedures. In particular, discuss their relationship to the current and long-term protectiveness of the remedy.

O&M procedures and frequencies appear adequate for monitoring the remedies

C. Early Indicators of Potential Remedy Problems

Describe issues and observations such as unexpected changes in the cost or scope of O&M or a high frequency of unscheduled repairs that suggest that the protectiveness of the remedy may be compromised in the future.

No indications of potential remedy problems.

D. Opportunities for Optimization

Describe possible opportunities for optimization in monitoring tasks or the operation of the remedy. Recommend replacing stressed grass with native brush/bushes to reduce maintenance of an on-going problem. Also recommend replacing the eucalyptus trees and other non-native brush with native brush and trees.

Appendix E: Photographs from Site Inspection Visit

[This page is intentionally blank]

Photographs from Site Inspection Visit

Photograph 1. Granular activated carbon (GAC) vessels for landfill gas treatment.

Photograph 2. Underground vault that house the gas collection system piping laterals of the Ramparts sumps. Steel safety rails, platforms and entry/exit ladders were installed in the two vaults (Los Coyotes vault not shown). The solar panel provides power to the submersible pump in the vault.

Photograph 3. Access path to well GPP/GSP 3. Safety platform was installed in 2010.

Photograph 4. Open gate along the eastern perimeter fence.

Photograph 5. Driveway gate to McColl gas collection & treatment system (GCTS) off Rosecrans Ave looking northeast (unlocked and open for site visit).

Appendix F: Title Search Documentation

[This page is intentionally blank]

DEPARTMENT OF THE ARMY
SEATTLE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 3755
SEATTLE, WASHINGTON 98124-3755

REPLY TO
ATTENTION OF

JUN 15 2012

Real Estate Division
Realty Services Branch

Rusty Harris-Bishop
Mail Code SFD1
75 Hawthorne Street
San Francisco, CA 94105

Dear Mr. Harris-Bishop:

Enclosed for your records is the Real Estate title review package pertaining to the title exceptions review associated with the McColl Superfund Site in Santa Clara, California.

The Title Review Assembly contains the following:

1) Title review report, denoting the exceptions and possible impacts to the draft Land Restrictions identified for the McColl Site
2) Maps identifying the parcels and their respective locations
3) Preliminary Title Report from First American Title Company
4) Copies of all the applicable exception documents noted within the Title Report

If you have any questions regarding this matter, please contact the undersigned at 206-316-4419, or by email at diane.jordan@usace.army.mil.

Sincerely,

Diane B. Jordan
Realty Specialist

Enclosures

cc: Amy Baker

REVIEW OF TITLE EXCEPTIONS
McCOLL SUPERFUND SITE

This is a title review of two (2) tax parcels of land in Buena Vista, California (Orange County) in support of the McColl Superfund Site project. The tax parcels involved in this review include two (2) parcels currently owned/operated as part of the McColl Superfund Site, as follows:

- APN 280-191-01 (Parcel B)
- APN 280-201-02 (Parcel A)

Review performed June 13, 2012

Title Exception Number	**Current Owner and Affected Assessor Parcel Number (APN)**	**Recording Information**	**Instrument Type and Rights Granted**	**Impact to Land Restrictions/Institutional Controls Contained in Consent Decree, Instrument No. 19970041553, Recorded January 28, 1997**
1 - 5	McAuley LCX Corp APN 280-191-01 APN 280-201-02	Not Applicable	General and special taxes and assessments	None
6	McAuley LCX Corp APN 280-201-02	Book 12 of Deeds, Pg 343, recorded June 1, 1891	Right of Way for ditches and canals as reserved by the United States of America. ROW should be mapped to determine location.	Disturbance of Property could result from maintenance to remaining ditches/canals.
7 Para 1	McAuley LCX Corp APN 280-201-02	Book 94 of Deeds, Pg 100, dated June 13, 1984	Right of Way for ditches and canals as reserved by the United States of America. ROW should be mapped to determine location.	See #6
7 Para 2	McAuley LCX Corp APN 280-201-02	Book 3920, Pg 594 recorded May 24, 1957 and Book 8726, Pg 80, recorded September 19, 1968	Portions of reservations in #7, Para 1 were vacated.	None
8-16	McAuley LCX Corp APN 280-201-02	NA	NA	NA

Title Exception Number	Current Owner and Affected Assessor Parcel Number (APN)	Recording Information	Instrument Type and Rights Granted	Impact to Land Restrictions/Institutional Controls Contained in Consent Decree, Instrument No. 19970041553, Recorded January 28, 1997
17	McAuley LCX Corp APN 280-201-02	Book 12176, Pg 1802, recorded May 3, 1977	10 foot wide water line easement granted to the City of Fullerton	Disturbance of the Property could result from any maintenance/incidental purposes associated with the water line utility.
18-21	McAuley LCX Corp APN 280-201-02	NA	NA	NA
22	McAuley LCX Corp APN 280-201-02	Instrument No. 84-370308, recorded September 5, 1984	Covenants, conditions, restrictions and easements associated with honorary membership to Los Coyotes Country Club	None
23-24	McAuley LCX Corp APN 280-201-02	NA	NA	NA
25.1 *(Para 1)*	McAuley LCX Corp APN 280-201-02	Instrument No. 19970041553, recorded January 28, 1997	First Amended Consent Decree among Government Plaintiffs and Defendant McAuley LCX Corporation. Provides Guidance/Outlines Restrictions/ Institutional Controls associated with McColl property. **Restrictions to the Property contained in the Consent Decree stipulate that no action shall be taken at, on or to the Property that disturbs or in any way affects the condition of the Property or interferes with the response actions taken at the Site, without prior approval from EPA**.	None

Title Exception Number	Current Owner and Affected Assessor Parcel Number (APN)	Recording Information	Instrument Type and Rights Granted	Impact to Land Restrictions/Institutional Controls Contained in Consent Decree, Instrument No. 19970041553, Recorded January 28, 1997
25.2 *(Para 2)*	McAuley LCX Corp APN 280-201-02	Instrument No. 20010087884, recorded February 16, 2001	Amended notice of restrictions on use of real property and obligation for McColl property.	None
26.1 *(Para 1)*	McAuley LCX Corp APN 280-201-02	See #25.1 *(Para 1)*		
26.2 *(Para 2)*	McAuley LCX Corp APN 280-201-02	See #25.2 *(Para 2)*		
27.1 *(Para 1)*	McAuley LCX Corp APN 280-201-02	Instrument No. 19970048557, recorded January 31, 1997	Notice of restrictions on use of real property and obligation for McColl property.	None – Superceded by Instrument No. 20010087884 (See #25.2)
27.2 *(Para 2)*	McAuley LCX Corp APN 280-201-02	See #25.2 *(Para 2)*		
28	McAuley LCX Corp APN 280-201-02	Instrument No. 19970177397, recorded April 17, 1997	10 foot easement for road Right-of-Way and incidental purposes granted to the City of Fullerton	This is subject to Consent Decree restrictions.
29	McAuley LCX Corp APN 280-201-02	NA	NA	NA
30	McAuley LCX Corp APN 280-191-01	Book 6423, Pg 606, recorded February 7, 1963	Easement for road, public utilities and incidental purposes granted to the City of Fullerton.	Disturbance of the Property could result from any maintenance/incidental purposes associated with the road and/or public utilities.
31	McAuley LCX Corp APN 280-191-01	Book 13320, Pg 1301, recorded September 21, 1979	Memorandum of Agreement of sale and purchase of Real Property	None

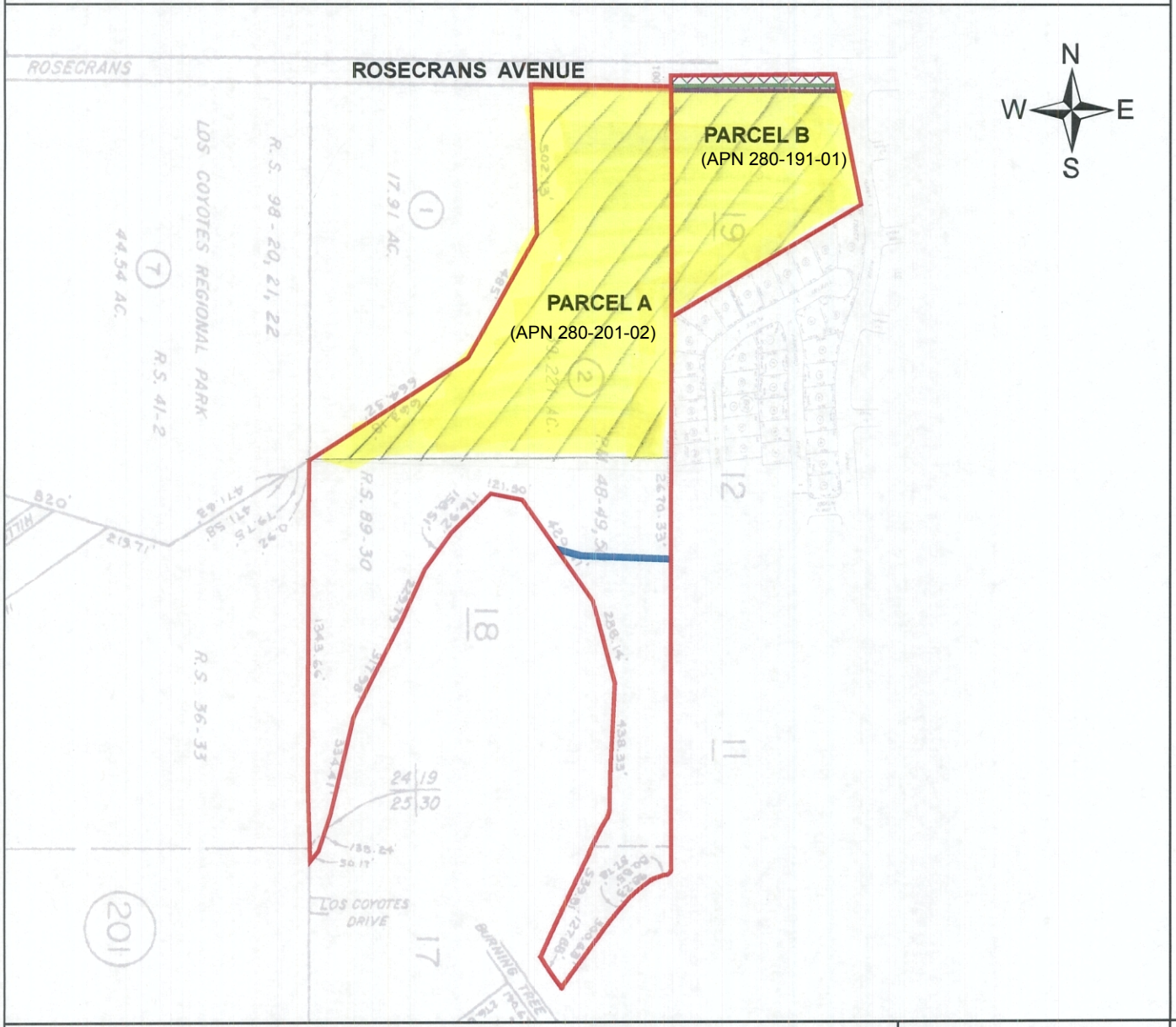
Title Exception Number	Current Owner and Affected Assessor Parcel Number (APN)	Recording Information	Instrument Type and Rights Granted	Impact to Land Restrictions/Institutional Controls Contained in Consent Decree, Instrument No. 19970041553, Recorded January 28, 1997
32.1 *(Para 1)*	McAuley LCX Corp APN 280-191-01	See #25.1 *(Para 1)*		
32.2 *(Para 2)*	McAuley LCX Corp APN 280-191-01	See #25.2 *(Para 2)*		
33.1 *(Para 1)*	McAuley LCX Corp APN 280-191-01	See #25.1 *(Para 1)*		
33.2 *(Para 2)*	McAuley LCX Corp APN 280-191-01	See #25.2 *(Para 2)*		
34	McAuley LCX Corp APN 280-191-01	Instrument No. 19970177396, recorded April 17, 1997	Easement for road and incidental purposes granted to the City of Fullerton.	This is subject to the Consent Decree restrictions.
35	McAuley LCX Corp APN 280-191-01 APN 280-201-02	NA	NA	NA
36.1 *(Para 1)*	McAuley LCX Corp APN 280-191-01 APN 280-201-02	Instrument No. 201200066208, recorded February 3, 2012	Deed of Trust to secure indebtedness	None
36.2 *(Para 2)*	McAuley LCX Corp APN 280-191-01 APN 280-201-02	Instrument No. 2012000066209, recorded February 3, 2012	Assignment of Leases and Rents as additional security for payment of the indebtedness secured by the deed of trust (See 36.1)	None
37	McAuley LCX Corp APN 280-191-01 APN 280-201-02	Instrument 2012000066210, recorded February 3, 2012	Financial Statement of McAuley LCX Corporation	None

Title Exception Number	Current Owner and Affected Assessor Parcel Number (APN)	Recording Information	Instrument Type and Rights Granted	Impact to Land Restrictions/Institutional Controls Contained in Consent Decree, Instrument No. 19970041553, Recorded January 28, 1997
38	McAuley LCX Corp APN 280-191-01 APN 280-201-02	NA	NA	NA

First American Title Company

Reference No.:530526

County:Orange



Plotted Easements

Legend

- PARCEL A (APN 280-201-02)
- PARCEL B (APN 280-191-01)

06/01/1891 Bk12 Pg343 (Right of way for ditches-Not Plottable) #6

06/13/1894 Bk94 Pg100 (05/24/1957 Bk3920 Pg594 & 09/19/1968 Bk8726 Pg80) (Right of way for ditches-Not Plottable) #7

05/03/1977 Bk12176 Pg1802 (Water line) #17

10/26/1977 Bk12434 Pg1514 (Public Utilities-Not Plottable)
per title company - does not affect McCall property

04/17/1997 #19970177397 (Road) #28

02/07/1963 Bk6423 Pg606 (Road , Public Utilities) #30

04/17/1997 #19970177396 (Road) #34

Tax ID:280-201-02 & 280-191-01

Short Legal:A Portion of County of Orange

Map Not To Scale

This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American Title expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

Amended June ~~8~~ 13, 2012

Corrected/ Revised

First American Title Insurance Company
National Commercial Services

4380 La Jolla Village Drive, Suite 110
San Diego, CA 92122

June 8, 2012

Diane Jordan
U.S. Army Corps of Engineers, Seattle District
P.O. Box 3755, ATTN: CENWS-RE-RO (Ms. Hill)
Seattle, WA 98124
Phone: (206)316-4419
Fax: (206)316-4398

Customer Reference:	8888 Los Coyotes Dr. Buena Vista, Ca
Title Officer:	Ralph Snyder/ Vince Tocco
Phone:	(858)410-3886
Fax No.:	(877)461-2094
E-Mail:	vtocco@firstam.com
Buyer:	
Owner:	Mc Auley Lcx Corp
Property:	8888 Los Coyotes Drive, Buena Vista, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of February 21, 2012 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To be determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

McAuley LCX Corporation, a California corporation

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2011-2012.

First Installment:	$6,117.21, Paid
Penalty:	$0.00
Second Installment:	$6,117.21, Due
Penalty:	$0.00
Tax Rate Area:	03-003
A. P. No.:	280-201-02

(Affects Parcel A)

3. General and special taxes and assessments for the fiscal year 2011-2012.

First Installment:	$743.18, Paid
Penalty:	$0.00
Second Installment:	$743.18, Due
Penalty:	$0.00
Tax Rate Area:	03-003
A. P. No.:	280-191-01

(Affects Parcel B)

4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

5. Water rights, claims or title to water, whether or not shown by the public records.

The Following Matters Affect Parcel A:

6. A right of way for ditches and canals as reserved by the United States of America in the patent recorded June 01, 1891 in Book 12 of Deeds, Page 343.

7. A right of way for ditches and canals as reserved by the United States of America in the patent recorded June 13, 1894 in Book 94 of Deeds, Page 100.

   Portions of the above reservation for roads were vacated as evidenced by an Instrument recorded May 24, 1957 in Book 3920, Page 594, Official Records, and recorded September 19, 1968 in Book 8726, Page 80, Official Records.

8. This item has been intentionally deleted.

9. This item has been intentionally deleted.

10. This item has been intentionally deleted.

11. This item has been intentionally deleted.

12. This item has been intentionally deleted.

13. This item has been intentionally deleted.

14. This item has been intentionally deleted.

15. This item has been intentionally deleted.

16. This item has been intentionally deleted.

17. An easement for water line and incidental purposes, recorded May 03, 1977 as Book 12176, Page 1802 of Official Records.

In Favor of:	City of Fullerton, a Municipal Corporation
Affects:	as described therein

18. This item has been intentionally deleted.

19. This item has been intentionally deleted.

20. This item has been intentionally deleted.

21. This item has been intentionally deleted.

22. Covenants, conditions, restrictions and easements in the document recorded September 05, 1984 as Instrument No. 84-370308 of Official Records , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, marital status, ancestry, disability, handicap, familial status, national origin or source of income (as defined in California Government Code §12955(p)), to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) or California Government Code §12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

23. This item has been intentionally deleted.

24. This item has been intentionally deleted.

25. The terms, covenants, conditions, restrictions and reservations contained in a document entitled "First Amended Consent Decree among Government Plaintiffs and Defendant Mcauley LCX Corporation", filed in United States District Court, central district of California, United States of America, et al., plaintiffs, v. Shell Oil Company, et al., defendants, Case No. CV 91-0589RJK(ex), a copy of which was recorded January 28, 1997 as Instrument No. 19970041553, Official Records of Orange County.

    An amended notice of restrictions on use of real property and obligation to provide access to real property, was recorded February 16, 2001 as Instrument No. 20010087884, Official Records.

26. Hazardous substances, if any, located on the land as disclosed by document entitled "First Amended Consent Decree among governmental plaintiffs and defendant Mcauley LCX Corporation", recorded January 28, 1997 as Instrument No. 19970041553, Official Records, in the office of the county recorder.

    An amended notice of restrictions on use of real property and obligation to provide access to real property, was recorded February 16, 2001 as Instrument No. 20010087884, Official Records.

27. A document entitled "Notice of Restrictions on use of real property and obligation to provide access to real property", dated January 31, 1997 executed by Charles S. Mcauley, president on behalf of Mcauley LCX Corporation, subject to all the terms, provisions and conditions therein contained, recorded January 31, 1997 as Instrument No. 19970048557, Official Records.

    An amended notice of restrictions on use of real property and obligation to provide access to real property, was recorded February 16, 2001 as Instrument No. 20010087884, Official Records.

28. An easement for road and incidental purposes, recorded April 17, 1997 as Instrument No. 19970177397 of Official Records.

In Favor of:	The City of Fullerton, a Municipal Corporation
Affects:	as described therein

29. This item has been intentionally deleted.

<u>The Following Matters Affect Parcel B:</u>

30. An easement for road, public utilities and incidental purposes, recorded February 07, 1963 as Book 6423, Page 606 of Official Records.

In Favor of:	The City of Fullerton
Affects:	as described therein

31. The terms and provisions contained in the document entitled "Memorandum of Agreement of sale and purchase of real property" recorded September 21, 1979 as Book 13320, Page 1301 of Official Records.

32. The terms, covenants, conditions, restrictions and reservations contained in a document entitled "First Amended Consent Decree among government plaintiffs and defendant Mcauley LCX Corporation", filed in United States District Court, central district of California, United States of America, et al., plaintiffs, v. Shell Oil Company, et al. defendants, Case No. CV91-0589RJK(ex), a copy of which was recorded January 28, 1997 as Instrument No. 19970041553, Official Records of Orange County.

An amended notice of restrictions on use of real property and obligation to provide access to real property, was recorded February 16, 2001 as Instrument No. 20010087884, Official Records.

33. Hazardous substances, if any, located on the land as disclosed by document entitled "First Amended Consent Decree among governmental plaintiffs and defendant Mcauley LCX Corporation", recorded January 28, 1997 as instrument no. 19970041553, Official Records, in the office of the county recorder.

An amended notice of restrictions on use of real property and obligation to provide access to real property, was recorded February 16, 2001 as Instrument No. 20010087884, Official Records.

34. An easement for road and incidental purposes, recorded April 17, 1997 as Instrument No. 19970177396 of Official Records.

In Favor of:	The City of Fullerton, a Municipal Corporation
Affects:	as described therein

<u>The Following Matters Affect All Parcels:</u>

35. This item has been intentionally deleted.

36. A Deed of Trust to secure an original indebtedness of $7,500,000.00 recorded February 3, 2012 as Instrument No. 2012000066208 of Official Records.

Dated:	February 1, 2012
Trustor:	McAuley LCX Corporation, a California corporation
Trustee:	Farmers and Merchants Trust Company of Long Beach, a California corporation
Beneficiary:	Farmers & Merchants Bank of Long Beach, a CA Corp

A document entitled "Assignment of Leases and Rents" recorded February 3, 2012 as Instrument No. 2012000066209 of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust.

37. A financing statement recorded February 3, 2012 as Instrument No. 2012000066210 of Official Records.

Debtor:	McAuley LCX Corporation
Secured party:	Farmers & Merchants Bank of Long Beach, a CA Corp

38. Rights of parties in possession.

INFORMATIONAL NOTES

1. The property covered by this report is vacant land.

   (Affects Parcel D)

2. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) commercial structure known as 8888 LOS COYOTES DR, BUENA PARK, CA.

   (Affects Parcel A)

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

   None

4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

5. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:

   A. WITH RESPECT TO A CORPORATION:
      1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
      2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
      3. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

   B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
      1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
      2. A full copy of the partnership agreement and any amendments;
      3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
      4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

   C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
      1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
      2. A full copy of the partnership agreement and any amendment;
      3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the

contemplated transaction;

4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

D. WITH RESPECT TO A GENERAL PARTNERSHIP:

1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
2. A full copy of the partnership agreement and any amendments;
3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.

E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:

1. A copy of its operating agreement and any amendments thereto;
2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
   (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
   (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

F. WITH RESPECT TO A TRUST:

1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.

G. WITH RESPECT TO INDIVIDUALS:

1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

******To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.******

LEGAL DESCRIPTION

Real property in the City of Buena Vista, County of Orange, State of California, described as follows:

PARCEL A:

PARCEL 3, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 48, PAGES 49-50 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BENEATH THE LANDS ABOVE DESCRIBED, TOGETHER WITH THE RIGHT TO ENTER SAID LANDS AT ANY TIME, OR FROM TIME TO TIME, AT A DEPTH BELOW 500 FEET FROM THE SURFACE THEREOF FOR THE PURPOSE OF EXTRACTING, PRODUCING AND MARKETING SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS EXCEPTED IN THE DEED FROM SECURITY FIRST NATIONAL BANK OF LOS ANGELES, RECORDED AUGUST 1, 1956 IN BOOK 3597, PAGE 457 OF OFFICIAL RECORDS.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SAID SECTION IS SHOWN ON THE MAP OF TRACT NO. 64, RECORDED IN BOOK 10, PAGE 14 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, AND AS SHOWN ON MAPS FILED IN BOOK 13, PAGE 38, BOOK 14, PAGE 27 AND IN BOOK 66, PAGE 17,RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 231.059 ACRE PARCEL OF LAND SHOWN ON A MAP FILED IN BOOK 5, PAGE 23, RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; THENCE NORTH 89° 32' 30" EAST 59.43 FEET ALONG THE NORTH LINE OF SAID LAND TO A 6" X 6" POST; THENCE NORTH 89° 43' 10" EAST, 521.00 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF THE LAND DESCRIBED AS PARCEL 3 IN THE DEED TO ELI S. MC COLL RECORDED NOVEMBER 25, 1949 IN BOOK 1931, PAGE 118 OF OFFICIAL RECORDS; THENCE SOUTH 12° 16' 50" EAST 410.97 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 3; THENCE SOUTH 62° 51' 00" WEST TO THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED AS PARCEL 2 IN SAID DEED; THENCE NORTH 0° 29' 10" WEST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 4/5THS INTEREST IN ALL GAS, OIL, MINERALS AND HYDROCARBONS OF EVERY KIND, IN AND UNDER SAID LAND AS CONVEYED TO JOSEPH EMERY GRANT, FRANK EMERY GRANT, MICHAEL EMERY GRANT AND PETER GRANT, BY DEED RECORDED AUGUST 10, 1949 IN BOOK 1887, PAGE 540 OF OFFICIAL RECORDS.

BY DEED RECORDED JULY 18, 1978 IN BOOK 12761, PAGE 559 OF OFFICIAL RECORDS, ALL RIGHTS TO ENTER THE TOP 500 FEET OF SAID LAND WERE GRANTED TO THE THEN RECORD OWNER OF SAID LAND.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/5 INTEREST IN ALL GAS, OIL, MINERALS AND HYDROCARBONS OF EVERY KIND, IN AND UNDER SAID LAND, AS RESERVED IN THE DEED FROM HELEN E GRANT RECORDED NOVEMBER 25, 1949 IN BOOK 1931, PAGE 118 OF OFFICIAL RECORDS.

BY DEED RECORDED JULY 17, 1978 IN BOOK 12761, PAGE 559 OF OFFICIAL RECORDS ALL RIGHTS TO ENTER THE TOP 500 FEET OF SAID LAND WERE GRANTED TO THE THEN RECORD OWNER OF SAID LAND.

APN: 280-201-02 (Affects Parcel A) and 280-191-01 (Affects Parcel B)

The First American Corporation
First American Title Company
Privacy Policy

We Are Committed to Safeguarding Customer Information
In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability
This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information
Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or

any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   * land use
   * land division
   * improvements on the land
   * environmental protection

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
   This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
   * a notice of exercising the right appears in the public records on the Policy Date
   * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
   * that are created, allowed, or agreed to by you
   * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
   * that result in no loss to you
   * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.

5. Lack of a right:
* to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
* in streets, alleys, or waterways that touch your land
This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008

Covered Risks 16 (Subdivision Law Violation). 18 (Building Permit). 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building
   b. zoning
   c. land use
   d. improvements on the land
   e. land division
   f. environmental protection
   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16: 1% of Policy Amount or $5,000.00 (whichever is less)	$10,000.00
Covered Risk 18: 1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 19: 1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 21: 1% of Policy Amount or $2,500.00 (whichever is less)	$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or(iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b)Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

   (a) a fraudulent conveyance or fraudulent transfer, or

   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is

   (a) a fraudulent conveyance or fraudulent transfer; or

   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

State of California
County of Orange } ss. I R L Wickham County Clerk and Ex-officio Clerk of the Superior Court do hereby certify the foregoing to be a full true and correct copy of the original order on file in my office. Witness my hand and the seal of the Superior Court this 1st day of June 1891.

{Court Seal} R L Wickham County Clerk
By D J Brock Deputy

Filed Apr 30, 1891 R L Wickham Clerk By D J Brock Deputy
A full true and correct copy of the original recorded at request of J B West June 1, 1891 at 25 min past 11 A M. H E Foster Recorder
By J S Robinson Deputy

12-343 Deeds

BEST COPY

No 94 Know all men by these presents that the Lemoore Land Company of San Francisco California a corporation formed and existing under and by virtue of the laws of the State of California in consideration of Four dollars U S Coin received from D Bastanchury the receipt whereof is hereby acknowledged does grant bargain and sell unto D Bastanchury his heirs and assigns forever that certain property situated in the County of Orange State of California being of the Ranchos Las Bolsas a portion described as follows, that one hundred & twenty (120) acres of the south east quarter of section twenty three (23) township three (3) south range eleven (11) west, south one half of section thirty (30) south one half of section twenty nine (29) north one half of section thirty one (31) north west quarter of section thirty two 32 and north one half of the north one half of the north east quarter of section thirty two (32) in township three south range ten west San Bernardino Base and Meridian determined to contain twelve hundred & twenty acres receiving therefrom for roads railroads and ditches a strip of land thirty feet wide along adjoining each side of the township and section lines and a strip of land [illegible] wide along adjoining each side of the [illegible]

[illegible]

6

State of California
County of Orange } ss. I R L Wickham County Clerk and Ex officio Clerk of the Superior Court do hereby certify the foregoing to be a full true and correct copy of the original order on file in my office. Witness my hand and the seal of the Superior Court this 1st day of June 1891.

{Court Seal}

R L Wickham Co. Clerk
By D J Brock Deputy

Filed Apr. 30, 1891 R L Wickham Clerk By D J Brock Deputy

A full true and correct copy of the original recorded at request of J R West June 1, 1891 at 25 min past 11 A M. J E Foster Recorder
By J S Patterson Deputy

6005 No 94. Know all men by these presents that the Orange Rancho Company of San Francisco California a Corporation formed and operating under and by virtue of the laws of the State of California in consideration of Ten dollars U S Coin received from D Bastanchury the receipt whereof is hereby acknowledged does grant bargain and sell unto D Bastanchury his heirs and assigns forever the following property situated in the County of Orange State of California, part of the Rancho Las Bolsas. said portion described as follows, that One hundred & Twenty (120) acres of the South east quarter of Section Twenty Nine (29) Township Three (3) South Range eleven (11) West, South one half of Section Thirty (30) South one half of Section Twenty Nine (29) North one half of Section Thirty one (31) North west Quarter of Section Thirty Two 32 and North one Half of the North one Half of the North east Quarter of Section Thirty two (32) in Township Three South Range Ten West San Bernardino Base and Meridian. Determined to contain Twelve Hundred & Twenty Acres receiving therefrom for Roads Railroads and ditches a strip of land Thirty feet wide along adjoining and each side of the Township and section lines and a strip of land [illegible] wide along adjoining and each side of the [illegible] lines

R 2 [illegible]

irrigation or drainage ditches through said tract to irrigate or drain the adjacent land and the party of the first part does hereby covenant to warrant and defend unto the party of the second part, his heirs and assigns the title to the property hereby conveyed against the lawful claims of plaintiffs or any of the Plaintiffs alleged in the action of Jerome Jones et al vs Alfred Robinson et al being Case No. 7091 in the Superior Court of Los Angeles County California which case is now pending on appeal in the Supreme Court of the State of California also reserving therefrom the right of way granted the California Central Railway Company amounting to Twenty Three & 10/100 (23 10) acres leaving

R 1242.20 net acreage of twelve Hundred & Forty Three & 20/100 (1243 20) In witness whereof the said The Stearns Ranchos Company has caused its corporate name & its signature and its corporate seal to be affixed by its President and secretary duly authorized by resolution of the board of directors this 7th day of May A.D. 1891

(Seal)

The Stearns Ranchos Company
Morse Hopkins President
C. A. Gross Secretary

State of California
City and County of San Francisco } ss. On this twenty seventh day of May in the year eighteen hundred and ninety one before me R. D. McElroy a Notary Public in and for said City and County residing therein duly commissioned and sworn personally appeared Morse Hopkins known to me to be the President of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the same. In witness whereof I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco the day and year in this Certificate first above written

(Notarial Seal) R. D. McElroy Notary Public

A full true and correct copy of the original recorded at request of Lucy Gaff at 5 min past 10 A.m.

G. E. Foster Recorder
By J. S. Robinson Deputy

Witness } On this 29th day March in the year one thousand eight hundred and sixty-four before me, a Notary Public in and for said City and County of San Francisco, State of California, personally appeared W. T. Huntington known to me to be the vice President and J. L. Willcutt known to me to be the Secretary of the Corporation that executed the within instrument, and acknowledged to me that such corporation executed the same. also on this day aforesaid before me, the Notary Public aforesaid, personally appeared W. T. Willis and Barnet L. Lansing and satisfactorily proved to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of W. T. Willis and Barnet L. Lansing and acknowledged to me that subscribed the names of the said W. T. Willis and Barnet L. Lansing thereto as principals and themselves as their attorney in fact. Witness my hand and affixed my official seal at my office in the City and County of San Francisco State of California on the day and year above written.

(Seal) E. B. Ryan Notary Public in and for the City and County of San Francisco and State of California

A full true and correct copy of the original, recorded at request of Edward D. Powell Jan. 5. 1874. at 3 min past 12 M.

M. H. Bowers County Recorder

J. H. Flanex Deputy

Know all men by these presents, that the Steam Ranch Company of San Francisco, California, a corporation formed and existing under and by virtue of the laws of the State of California, for consideration of the sum twenty-eight thousand, [illegible] hundred and twenty five dollars, Gold Coin, received from [illegible] of the County of Orange, State of California, the [illegible] acknowledged, does grant, bargain and

94-100 Deeds

BEST COPY

sell and
sum, al
Orange, s
for coyote
x 4 inch
corner of
Range 11
along the
four (24)
hundred
to. O. to.
(24.) being
between the
eighty-on
hundred
a 2nd an
South 89
ty and n
feet mon
two min
dred the (6.
veyor of
and ninet
of the bo
(25.) from
ty (30) fe
eighty, m
thirty seve
ing the
(containi
section
Range
M.); and
ing 318.

7.1

On this 29th day March 1894
hundred and ninety four before me
Notary Public in and for said City and
County, State of California personally
appeared E. B. Ryan known to me to be the person
whose name E. C. Willett known to me to be the person
whose name subscribed to the within instrument, and
acknowledged to me that he executed the same.
also on this the day aforesaid before me
the said Notary Public aforesaid, personally appeared James Dean known
to me to be the person whose name is subscribed to the within
instrument as the attorney in fact of W. T. Willis and
Grant E. Lansing and acknowledged to me that he
subscribed the names of the said W. T. Willis and Grant
E. Lansing thereto as principals and his own name as
attorney in fact. In Witness whereof I have hereunto
set my hand and affixed my official seal at my office
in the City and County of San Francisco State of California
the day and year above written.

(Seal) E. B. Ryan Notary Public in and for the City and
County of San Francisco and State of California

A full true and correct copy of the original recorded at
request of Edward D. Powell Jan 31 1894. at 3 min past 10
A.M.

M. H. Bowers Register of Deeds
J. H. Fordance Deputy

Know all men by these presents, that the Santa Ana
Water Company of San Francisco, California, a corporation formed
under and by virtue of the laws of the State of California
in consideration of the sum twenty-eight thousand,
four hundred and twenty five dollars, gold coin, received from
the County of Orange, State of California, the
receipt whereof is hereby acknowledged, hereby sell and

sell unto C. and B. Mosbach, his heirs and assigns forever, all that real property situate in the County of Orange, State of California, within the limits of the Rancho Los Coyotes, described as follows, to-wit: Beginning at a x 4 inch post in center of County Road at the South-west corner of section twenty-five (25) Township five (5) South, Range Eleven (11) West, San Bernardino Meridian; thence along the West line of sections Twenty-five (25) and Twenty-four (24), North one hundred and twenty and ninety two hundredths (120.92) chains to an iron post marked "L. A. & O. Co., No. 31," upon the West line of section twenty-four (24) being one of the monuments upon the bounding line between the Counties of Los Angeles and Orange; thence south eighty-nine degrees fifty-two minutes East (S. 89° 52' E.) one hundred and nineteen and fifteen hundredths (119.15) chains to a 2 x 4 inch post [illegible] marked "S"; thence South [illegible] degrees twenty-[illegible] minutes West (S. [illegible] W.) eighty and ninety two hundredths (80.92) chains to a 4 x 4 inch post marked "B. B."; thence north eighty-nine degrees fifty-two minutes West (N. 89° 52' W.) sixty seven and sixty seven hundredths (67.67) chains to a 3 x 3 inch post set by the County Surveyor of Orange County, marked "C. C."; thence south thirty-nine and ninety-five hundredths (39.95) chains to a point in the center of the County Road upon the south line of said section twenty-five (25), from which a 3 x 3 inch post marked "30 ft." bears north thirty (30) feet; thence along said section line and road center, north eighty-nine degrees fifty-five minutes West (N. 89° 55' W.) fifty and thirty seven hundredths (50.37) chains to the place of beginning; containing the south-west quarter (S.W. ¼) of section nineteen (19) (containing 157.44 acres), and the north-west quarter (N.W. ¼) of section thirty (30), (containing 154.75 acres), township five South, Range Eleven West, San Bernardino Meridian, (T. 5 S. R. 11 W. S. B. M.); and the south half (S. ½) of section thirty-one (31) containing 322.05 acres [illegible]

Deed dated the [illegible] day of [illegible] 1888 [illegible] Recorded [illegible] Book [illegible] of Deeds, page [illegible] in the office of the County Recorder of Orange County, State of California.

[illegible] for the City and County of San Francisco, at [illegible] o'clock [illegible] past [illegible] o'clock [illegible] M. [illegible]

Steam Navigation from State of Calif[illegible] thousand, [illegible] from [illegible] California, the [illegible] and

[illegible] (containing 162.50 acres), and
[illegible] half (W½) of the south-east quarter
[illegible] of section twenty five, Township three
[illegible] south, San Bernardino Meridian,
[illegible] R. 11 W., S.B.M.); containing eleven hundred
[illegible] one (1161) acres. The foregoing descriptions are been
[illegible] and in accordance with a survey of said tract and map
[illegible] made by Charles T. Healey, licensed surveyor, May 1894,
said map having entitled "Map of part of the Rancho Las
Bolsas, Orange County, California, owned by Charles B. Emery,
containing 1161 acres less the right of way of the Santa Fe Rail-
way 100 feet wide, 8 acres, leaving 1153 acres net", said map to
be filed in the office of the County Recorder of Orange County,
California, in accordance with the law governing the acts
of licensed surveyors. Reserving therefrom for roads, railways
and ditches, a strip of land thirty (30) feet wide along, adjoining and
each side of the Township and section lines; and also the right
of way granted to the California Central Railway Company, a-
mounting to eight acres; leaving a net acreage of eleven hun-
dred and fifty three acres: Being the same premises described in
a certain contract of sale made by the said Stearns Ranchos Com-
pany to the said B. Montfort, bearing date the 5th day of January,
1891, and recorded in the office of the County Recorder of said
County of Orange on the 8th day of May, A.D. 1894, in Book 30
Miscellaneous Records at page 164: this deed being given and
accepted in complete and final performance of said contract;
and it is understood that the tract of forty acres described in a
[illegible] deed made by the said Company to said Montfort on
[illegible] day of January, A.D. 1893, and recorded in the
[illegible] office, in Book 77 of deeds at page 338, forms
[illegible] premises hereinbefore described. And whereas
[illegible] and in derogation of the rights
[illegible] under the said contract, there were reserved
[illegible] said land mentioned deed

the follo
feet wi
of the gen
and wate
flowing
of way f
through
therefor
payment
and and
resolution
passed a
Stearns O.
release a
described
by mesne
of date
gular to
ments be
reserva
issues o
title, a
soever.
the first
part
and to
the appe
to his h
said The
this 7th
to be sign
and its
of Directo

the following property and rights, to wit, a strip of land fifteen feet wide for said purpose along, adjoining and south of the quarter section lines; the use and control of ditches and natural streams of water, if any, entirely upon or flowing across into or by said granted tract; and the right of way for, and to construct irrigation or drainage ditches through said tract, to irrigate or drain the adjacent land. Now therefore, in consideration of the premises and of the complete payment by said Mouliot of the purchase price required by and under the said contract, and in pursuance of a specific resolution of the Board of Directors of said Company, duly passed and adopted on the 6th day of June, A.D. 1894, the said Stearns Ranchos Company, a corporation, doth hereby grant, release and quitclaim unto the said B. Mouliot the above described property and rights set forth above as reserved by reserved to the said ~~corpor~~ corporation in and by said deed of date January 3rd, 1893. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the said premises, and every part and parcel thereof with the appurtenances. To have and to hold all and singular the said premises, together with the appurtenances unto the said party of the second part, and to his heirs and assigns forever. In witness whereof, the said The Stearns Ranchos Company, a corporation, hath this 7th day of June, A.D. 1894, hereunto caused its corporate name to be signed and its corporate seal to be affixed by its President and its Secretary thereunto duly authorized by resolution of its Board of Directors (seal) The Stearns Ranchos Company

By [illegible]

62.18 acres), and
the east quarter
2. Township Thre
Meridian,
eleven hundred
ifteen are bou
tract and map
yor, May 1894,
Rancho Los
Coaches by Emory
Santa Fe Rail-
d, said map to
2. Orange County,
ming the acts
roads, railways
Cong. adjoining and
d also the right
y Company, a-
is eleven hun-
ines described in
Ranchos Com-
ing of January,
under date of deed
1894, in Book 30
being given and
said contract;
ribed in a
d Mouliot in
ed in Blue
age 333, form
And whereas
of the rights
here were reserv
mentioned deed

State of California } ss
City and County of San Francisco } On this 7th day of June A.

D. 1894 before me E. H. Tharp, a Notary Public in and for said City and County, duly commissioned and sworn, residing therein, personally appeared E. W. Hopkins known to me to be the President, and L. A. Grant known to me to be the Secretary of the Alamo Ranchos Company the corporation that executed the within and annexed instrument and acknowledged to me that such corporation executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(Seal) E. H. Tharp, Notary Public in and for said City and County of San Francisco.

A full true and correct copy of the original recorded at the request of Lee & Scott June 18, 1894 at 30 min past 10 A. M.

W H Sawyer Recorder of D. Co

J. H. Lees Deputy

Know all men by these presents, that I, Caroline Charles (widow of Henry Charles, deceased), of the City of Los Angeles, California, for and in consideration of the natural love and affection which I have and bear toward my daughter, Sauna Charles, in the same place, do hereby give and grant unto said Sauna Charles and to her heirs and assigns forever, the undivided one-half of all the land situate in the County of Orange, State of California, known and described as lot number Three (3) in Block number Six (6), the Townsite of San Juan Capistrano, according to the official map of said Town of record in the office of the County Recorder of the County of Los Angeles, State of California; which said lots described in a deed of conveyance from the County of Los Angeles to Henry Charles, dated December [illegible] and recorded in Book 46 of Deeds, page 261 in said [illegible] and hereby reserved, thereby re-

BOOK 3920 PAGE 594

69331

69331
18 2

MAY 24 1957

RESOLUTION NO. 644

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK ORDERING THE VACATION OF CERTAIN RESERVATIONS FOR ROADS IN SECTIONS 24 AND 25, TOWNSHIP 3 SOUTH, RANGE 11 WEST, RANCHO LOS COYOTES.

WHEREAS, on the 9th day of April, 1957, the City Council of the City of Buena Park did adopt Resolution No. 629, declaring its intention to vacate certain reservations for roads in Sections 24 and 25, Township 3 South, Range 11 West, Rancho Los Coyotes.

WHEREAS, said Resolution set forth the hour of 8:45 P. M., on Tuesday, the 14th day of May, 1957, in the Council Chambers at the City Hall, Buena Park, California, as the time and place for hearing all persons interested in or objecting to the proposed vacation, and

WHEREAS, there is on file in the records of the City Clerk, an Affidavit of the Buena Park News, a newspaper of general circulation published in the City, stating that said Resolution of Intention No. 629 was published in said paper not less than 15 days prior to the date of said public hearing, and

WHEREAS, there is on file an Affidavit of the City Clerk certifying that she posted Notices of the road reservation vacation at least 10 days before the date set for said hearing, pursuant to the provisions of Section 8322 of the Street and Highways Code, and

WHEREAS, at said public hearing no protests were received nor were any written protests received prior to the time of said hearing regarding the intention of the City Council to vacate said reservations for roads,

NOW, THEREFORE, the City Council of the City of Buena Park does hereby RESOLVE, DETERMINE AND ORDER as follows:

SECTION 1: The City Council finds from all of the evidence submitted that the following described reservations for roads are unnecessary for present or prospective public street purposes.

SECTION 2: The following described reservations be and the same are hereby ordered vacated:

> Those portions of Sections 24 and 25 in Township 3 South, Range 11 West, in the Rancho Los Coyotes, in the City of Buena Park, County of Orange, State of California, as recorded in Book 51, Page 8 of Miscellaneous Maps, in the office of the County Recorder of said County, described as follows:
>
> Parcel 1 - The East 30 feet of said Section 25.

7.2

FA # 3,6,7 & 9 9331 / 1 & 2

K55-23

BOOK 3920 PAGE 595

Parcel 2 - The East 30 feet of the Southeast quarter of said Section 24.
Parcel 3 - The North 30 feet of said Section 25 and the South 30 feet of said Section 24.
Except - All that portion lying Westerly of the East line of the West 231.069 acres of the Charles G. Emery Property as shown on the Record of Survey Recorded in Book 5, Page 23 of Miscellaneous Maps in said County Recorders Office.

Parcel 4 - The North 15 feet of the East 1980 feet of the Southeast quarter of said Section 25.

SECTION 3: The City Clerk of the City of Buena Park shall cause a certified copy of this Resolution, attested by said City Clerk under the seal of the City of Buena Park, to be recorded in the Office of the County Recorder of Orange County, California.

ADOPTED AND PASSED by the following called vote this 14th day of May, 1957.

AYES: 5 COUNCILMEN: Harker, McComber, Murphy, Paak and Travis

NOES: 0 COUNCILMEN: None

ABSENT: 0 COUNCILMEN: None

Rudy Travis
Mayor of the City of Buena Park

ATTEST:
Marguerite G. Cameron
City Clerk of the City of Buena Park

I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the City of Buena Park at a regular meeting thereof held this 14th day of May, 1957.

Marguerite G. Cameron
City Clerk of the City of Buena Park

RECORDED AT REQUEST OF
CITY OF BUENA PARK
BOOK 3920 PAGE 594
MAY 24 1957
AT 5 MIN. PAST 10 A M
OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
Ruby McFarland
COUNTY RECORDER

May 23 1957
Marguerite G. Cameron

MAY 24 1957

2458

Mail to: Virginia Fitzsimmons, City Clerk 12656
City Hall
Fullerton, Calif.

BOOK 8726 80

RESOLUTION NO. 4878

A RESOLUTION OF THE FULLERTON CITY COUNCIL VACATING CERTAIN ROAD EASEMENTS LOCATED WITHIN SECTIONS 19 AND 30, TOWNSHIP 3 SOUTH, RANGE 10 WEST LOCATED ADJACENT TO THE WEST CITY BOUNDARY BETWEEN MALVERN AND ROSECRANS AVENUES.

ABANDONMENT 68-7 -- R. A. WATT CO., INC.

THE CITY COUNCIL OF THE CITY OF FULLERTON HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

1. That the City of Fullerton is the owner of easements for road purposes on certain Stearns Ranchos Reservations located between Malvern and Rosecrans Avenue and adjacent to the west City boundary, more particularly described as follows:

That portion of the Southwest quarter of Section 30, Township 3 South, Range 10 West, in the Rancho Los Coyotes in the City of Fullerton, County of Orange, State of California as per map recorded in Book 51, Page 7 of Miscellaneous Maps, records of said Orange County, described as follows:

That portion of the North 15.00 feet of said Southwest quarter lying Westerly of the Easterly line of the land shown on the map filed in Book 36, Page 33 of Records of Survey, of said County.

Those portions of Sections 19 and 30 in Township 3 South, Range 10 West, S.B.B. & M., in the Rancho Los Coyotes, in the City of Fullerton, County of Orange, State of California, as shown on the map recorded in Book 51, Page 7 of Miscellaneous Maps, in the office of the Recorder of said County, being a strip of land 30.00 feet in width, the West line thereof described as follows:

Beginning at the intersection of the West line of said Section 30, with the Northerly line of the Atchison, Topeka, and Santa Fe Railroad, as shown on the map filed in Book 41, Page 2 of Records of Survey, records of said County and running thence along the West lines of said Sections 30 and 19 North 00° 29' 49" West 6,549.16 feet more or less to the Northwesterly line of the land shown on the map filed in Book 36, Page 33 of Records of Survey, records of said County; the East line of said 30.00 feet strip to be lengthened so as to terminate in last said Northwesterly line and the hereinabove mentioned Northerly line of said Railroad.

Excepting therefrom that portion lying Southerly of the North line of West Malvern Avenue, 80.00 feet wide, as described in the document recorded in Book 5095, Page 63, Official Records of said Orange County.

Those portions of Sections 19 and 30 in Township 3 South, Range 10 West, S.B.B.& M., in the Rancho Los Coyotes, in the City of Fullerton, County of Orange, State of California, as shown on the map recorded in Book 51, Page 7 of Miscellaneous Maps, in the office of the Recorder of said County, being a strip of land 60.00 feet in width, the center line thereof described as follows:

RECORDED AT REQUEST OF
CITY OF FULLERTON
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
9:05 AM SEP 19 1968
J. NYLE CARLYLE, County Recorder

FREE
C4

Beginning at the corner common to said Sections 19 and 30, and Sections 24 and 25, Township 3 South, Range 11 West, S.B B. & M., and running thence Easterly along the line common to said Sections 19 and 30 to the Easterly line of the land shown on the Map filed in Book 36, Page 33 of Records of Survey, records of said County; the North and South line of said strip are to be lengthened or shortened so as to terminate in last said Easterly line and the West lines of said Sections 19 and 30.

2. That the Fullerton Planning Commission duly adopted its Resolution No. 2983 on August 14, 1968 and thereby recommended to the Fullerton City Council the abandonment of said easements for road purposes to be effective only within the boundaries, and upon recordation of the Final Tract Maps, duly processed and recorded pursuant to the California Subdivision Map Act for Tracts 6648, 6660 and 6664.

3. That there is on file in the office of the Fullerton City Clerk a map showing the location of said easement and reference to said map is hereby made for further particulars.

4. That on August 20, 1968, the Fullerton City Council duly adopted its Resolution No. 4862 and thereby declared its intention to vacate said easement for public road purposes and thereby gave notice that on Tuesday, September 17, 1968, at 7:30 o'clock P.M. in the Council Chambers of the Fullerton City Hall, Fullerton, California, the Fullerton City Council would hear the evidence offered by all persons interested in the proposed vacation and abandonment of said easements.

5. That said Resolution No. 4862 also required the Fullerton City Clerk to cause a copy thereof to be published in the manner prescribed by law for the publishing of Ordinances of the City of Fullerton and required the Planning Director to cause notices of said proposed vacation of said easement to be posted conspicuously along the line of said easement proposed to be vacated, at least ten days before the date set for said hearing and that such notices be posted not more than 300 feet apart and that at least three of such notices be so posted and that said notices should state the passage of said Resolution No. 4862 and the time and place of said hearing.

6. That the Fullerton City Clerk and Fullerton Planning Director have each fully complied with the requirements of said Resolution No. 4862 of the Fullerton City Council.

7. That the City Council has now, at the time and place specified in said Resolution No. 4862, and at its regular meeting, duly held a public hearing with respect to said proposed vacation and abandonment of said easements and has received and considered all of the evidence submitted with respect thereto.

8. That these reservations are road easements located along Section lines in an undeveloped area.

9. That said reservations were established without regard to topography.

10. That the Planning Commission and City Council have approved tentative maps of Tracts 6648, 6660, and 6664 for the area within which said reservations exist.

11. That this applicant proposed to subdivide this land in accordance with said tentative maps.

12. That the street layout as provided in said tentative maps is considered adequate to satisfy the needs of this area.

AB 68-7
Page #3

13. That upon notification of this proposal to the public utility agencies, and the City of Buena Park, no objections were received.

14. That said easements are hereby vacated and abandoned effective only within the boundaries, and upon recordation of the Final Tract Maps of said Tracts 6648, 6660 and 6664, when duly processed and recorded pursuant to the California Subdivision Map Act.

15. That the City Clerk shall cause a certified copy of this Resolution to be mailed forthwith to the Orange County Recorder with a request that it be duly recorded.

ADOPTED BY THE FULLERTON CITY COUNCIL on September 17, 1968.

SIGNED AND APPROVED on September 18, 1968.

ORIGINAL SIGNED BY
LOUIS R. REINHARDT
Louis R. Reinhardt
Mayor

ATTEST:

ORIGINAL SIGNED BY
VIRGINIA FITZSIMMONS
Virginia Fitzsimmons
City Clerk

CERTIFICATE OF CLERK

I hereby certify that the foregoing Resolution No. 4578 was duly adopted on September 17, 1968, by the following vote:

AYES: COUNCILMEN: Christie, Diedrich, Root, Von Esch and Reinhardt

NOES: None

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of September, 1968.

ORIGINAL SIGNED BY
VIRGINIA FITZSIMMONS
Virginia Fitzsimmons
City Clerk

APPROVED:

Planning Director

Public Works Director

City Attorney

The foregoing instrument is a full, true and correct copy of the original on file in this office.

ATTEST: Virginia Fitzsimmons
City Clerk of the City of Fullerton
September 18 1968

Recording Requested by
CITY OF FULLERTON
and when Recorded, mail to:
City Clerk
City of Fullerton
303 West Commonwealth Ave.
Fullerton, California 92632

4135

EXEMPT
G.5

[illegible] 1, FRIDAY 3, 197[illegible]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant of Easement

AP 028-020-49 PROJECT OR DEVELOPMENT TT 6048

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE WILLIAM LYON COMPANY

hereby GRANT(S) to the City of Fullerton, a Municipal Corporation

the following described easement in the state of California, county of Orange, city of Fullerton

An easement for water line purposes over, under, along, across and through that certain real property in that portion of Parcel 3 as shown on a map filed in Book 48, Pages 49 and 50 of Parcel Maps, records of said County, being a strip of land 10.00 feet wide lying 5.00 feet each side of a centerline described as follows:

Beginning at a point in the Southwesterly line of said Parcel 3, which said point bears North 36° 29' 18" West, 199.36 feet from the Southeasterly terminus of that certain course shown on said map as North 36° 29' 18" West, 420.41 feet; thence South 74° 45' 38" East, 78.93 feet; thence South 87° 47' 52" East, 317.80 feet to a point in the Easterly line of said Parcel 3, which said point bears North 0° 29' 52" West, 1045.51 feet along said Easterly line from the most Southeasterly corner of said Parcel 3, and which said point is the terminus of the centerline described herein.

The sidelines of said easement to be prolonged or shortened so as to originate Westerly in said Southwesterly line of Parcel 3 and terminate Easterly in said Easterly line of Parcel 3.

THE WILLIAM LYON COMPANY

DATE [illegible]

(NOTARY)

17

(Corporation)

BK 12176 PG 1803

TITLE INSURANCE AND TRUST
A TICOR COMPANY

STATE OF CALIFORNIA

COUNTY OF ORANGE

On April 12, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Peter M. Uche

Known to me to be the President, and Joyce E. Grigsby

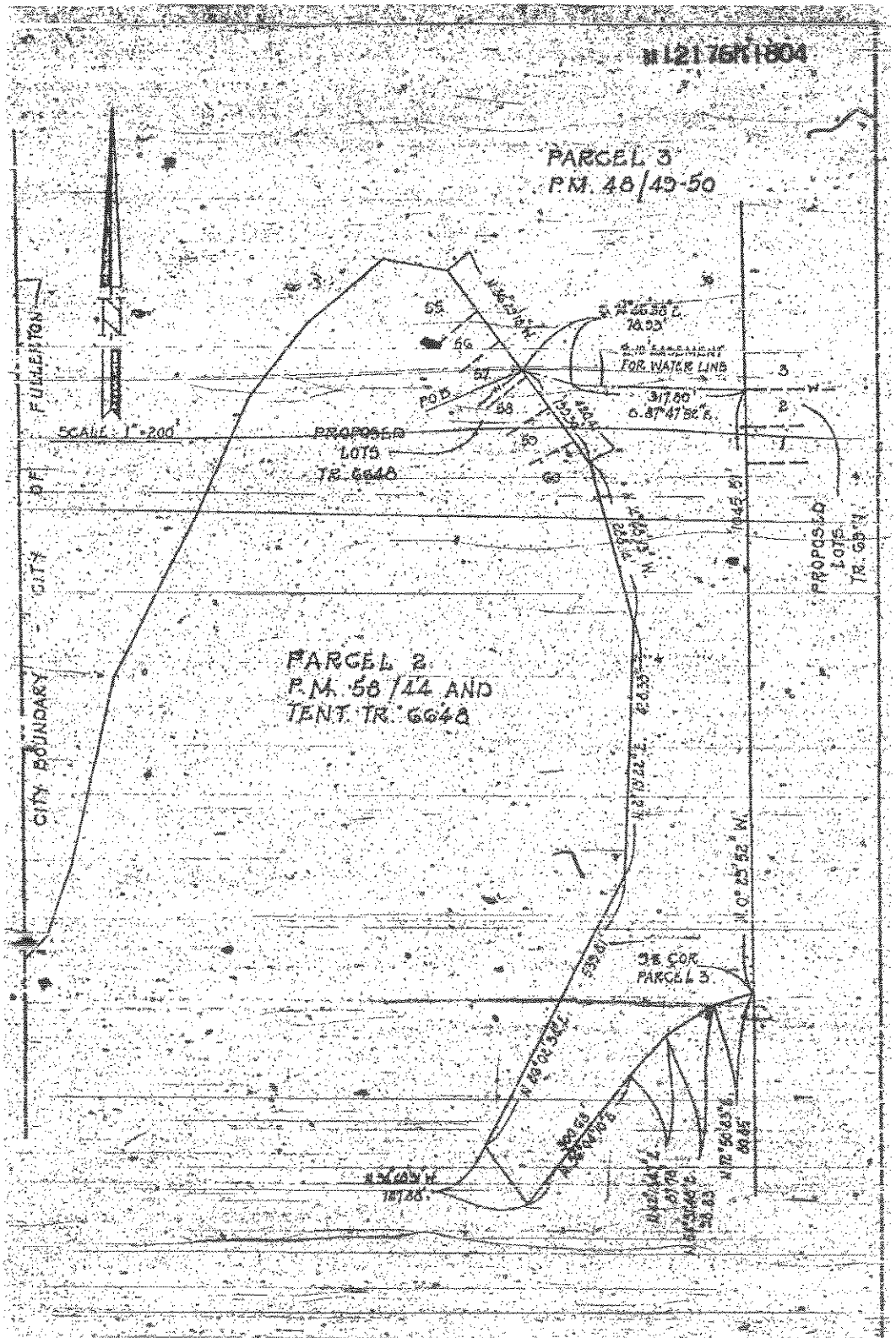
Known to me to be Assistant Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Sandra L. Haley

OFFICIAL SEAL
SANDRA L. HALEY
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Oct. 28, 1980

(This area for official notarial seal)



SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF WATER LINE EASEMENT TO THE CITY OF FULLERTON IN PARCEL 3 OF MAP FILED IN BOOK 49, PAGES 49 AND 50 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

#121761805

THIS IS TO CERTIFY that, the interest in real property conveyed by the deed or grant dated April 11, 1977 from

The Filmer Lyon Company, a California corporation, for a water line easement between Tr 6971 and Tr 6971,

to the City of Fullerton, a municipal corporation, is hereby accepted by said City by the signatures of the undersigned agents on behalf of the City Council of said City pursuant to the authority conferred upon them by the Resolution of general authority of said Council, No. 6050, adopted on July 6, 1976 and the Grantee, by its said duly authorized agents, hereby consents to the recordation thereof.

Dated: 26 April 77

City of Fullerton

By: [signature]
City Administrator - Authorized Agent

[signature]
Director of Public Works - Authorized Agent

I HEREBY ATTEST to the authenticity of the foregoing signatures and to the said adoption of the said Resolution of their general authority to so act and certify that said authority has not been revoked by any subsequent Resolution or order of the Fullerton City Council.

Dated: [illegible]

[signature]
City Clerk of the City of Fullerton

[illegible] Tr. 48

ATTACHMENT

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b) of the California Government Code, please take note of the following:

"If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income (as defined in subdivision (p) of Section 12955 of the Government Code) or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

84-370308

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY CALIFORNIA

9 50 AM SEP 5 '84

COUNTY RECORDER

Recording requested by:
McAULEY OIL COMPANY

When recorded mail to:
McAULEY OIL COMPANY
P.O. Box 176
Buena Park, CA 90621

$10.00
C14

space above this line for recorder's use

DECLARATION OF RESTRICTIONS

This DECLARATION OF RESTRICTIONS made this 31st day of August, 1984, by McAuley Oil Company, a California Corporation, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of approximately 200 acres of land known as the Los Coyotes Country Club, more particularly described on Exhibit A attached hereto and incorporated by reference.

WHEREAS, Declarant intends to restrict the above described property in accordance with the granting of an Honorary Membership for life to Charles S. McAuley and to Ruth I. McAuley.

NOW, THEREFORE, Declarant declares that said real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenants and restrictions hereinafter set forth.

Grant of Membership

1. Charles S. McAuley and Ruth I. McAuley, hereinafter referred to as "Recipients," are hereby granted Honorary Memberships in and to the property described in Exhibit A known as the Los Coyotes Country Club.

Honorary Membership

2. The Honorary Membership at the Los Coyotes Country Club entitles Recipients to use of all club facilities. This classification of membership grants membership to Recipients without the payment of an initiation fee, monthly dues or green fees. However, the Recipients are legally responsible for guest green fees, pro shop, food and beverage expenditures. In addition, unlike other Honorary Memberships, the Honorary Memberships granted to Recipients are renewed each year automatically for the lives of each of the Recipients.

Term of Membership

3. Said Honorary Memberships shall be automatically renewed each year for the life of each of the Recipients. Upon the death of a Recipient the membership shall terminate as to that Recipient. The surviving Recipient shall continue with his or her Honorary Membership.

84-370308

Transferability

4. Neither Honorary Membership is transferable and shall expire upon the death of each Recipient.

Restrictions

5. Each and every person or entity who now or in the future owns any portion or portions of said real property shall be bound by these memberships and shall take title to said property subject to these two Honorary Memberships.

Term of Restrictions

6. These restrictions are to run with the land and shall be binding on all parties for the duration of the lives of the Recipients.

Enforcement

7. Enforcement shall be by proceedings at law or in equity against any person or persons that violate or attempt to abrogate said Honorary Memberships.

Severability

8. Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions the day and year first above written.

Declarant:
McAuley Oil Company
8888 Los Coyotes Drive
Buena Park, CA 90621

By Charles S. McAuley
Charles S. McAuley,
Chairman of the Board

By Shirley J. Sizemore
Shirley J. Sizemore,
Secretary

OFFICIAL SEAL
MARY LOU MC GUIRE
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My comm. expires MAR 27, 1985

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On this 21 day of August, in the year 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES S. McAULEY, known to me to be the CHAIRMAN OF THE BOARD, and SHIRLEY J. SIZEMORE, known to me to be the SECRETARY of the McAULEY OIL COMPANY the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.

Mary Lou McGuire
Notary Public in and for said State

The land referred to herein is described as follows:

PARCEL 1:

THOSE PORTIONS OF SECTIONS 24 AND 25 IN TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51 PAGE 8 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH 0° 29' 10" WEST 7982.62 FEET ALONG THE EAST LINE OF SAID SECTIONS 25 AND 24 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 89° 38' 50" WEST 2633.87 FEET TO THE CENTER OF SAID SECTION 24; THENCE SOUTH 89° 35' 50" WEST 1315.14 FEET TO A POINT ON SAID QUARTER SECTION LINE WHICH BEARS NORTH 89° 35' 50" EAST 1350.39 FEET FROM THE WEST QUARTER SECTION CORNER OF SAID SECTION 24; THENCE SOUTH 0° 29' 10" EAST 7985.42 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 25 WHICH BEARS NORTH 89° 35' 20" EAST 1348.36 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE NORTH 89° 35' 20" EAST 3959.03 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHEAST CORNER OF TRACT NO. 3261, AS PER MAP RECORDED IN BOOK 101 PAGES 1 TO 6 INCLUSIVE OF SAID MISCELLANEOUS MAPS, THENCE ALONG THE SOUTHERLY LINE OF MALVERN AVENUE, AS SHOWN ON SAID MAP OF TRACT NO. 3261, SOUTH 84° 47' 31" WEST 736.45 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1040.00 FEET; THENCE WESTERLY 115.87 FEET ALONG SAID CURVE, THROUGH AN ARC OF 6° 23' 00"; THENCE SOUTH 78° 24' 31" WEST 90.81 FEET TO A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 960.00 FEET; THENCE WESTERLY 55.01 FEET ALONG SAID CURVE, THROUGH AN ARC OF 3° 17' 00" THENCE SOUTH 81° 41' 31" WEST 520.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1960.00 FEET; THENCE WESTERLY 157.64 FEET ALONG SAID CURVE, THROUGH AN ARC OF 4° 37' 30"; THENCE SOUTH 86° 18' 01" WEST 48.76 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT NO. 3261; THENCE CONTINIUNG ALONG THE SOUTHERLY LINE OF MALVERN AVENUE, AS SHOWN ON A MAP OF TRACT NO. 3234, RECORDED IN BOOK 97 PAGES 42 TO 49 INCLUSIVE OF SAID MISCELLANEOUS MAPS, SOUTH 86° 18' 01" WEST 574.62 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 960.00 FEET; THENCE WESTERLY 85.45 FEET ALONG SAID

(CONTINUED)

The land referred to herein is described as follows:

CURVE THROUGH AN ARC OF 5° 06' 00"; THENCE NORTH 88° 35' 59" WEST 251.09 FEET TO THE SOUTHWEST CORNER OF SAID TRACT NO. 3234; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF MALVERN AVENUE, AS SHOWN ON A MAP OF TRACT NO. 3211, RECORDED IN BOOK 97 PAGES 35 TO 38, INCLUSIVE OF SAID MISCELLANEOUS MAPS, NORTH 88° 35' 59" WEST 84.58 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUXHERLY HAVING A RADIUS OF 1040.00 FEET; THENCE WESTERLY 224.78 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12° 23' 00"; THENCE SOUTH 79° 01' 01" WEST 156.95 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 410.00 FEET; THENCE WESTERLY 79.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 04' 30" THENCE NORTH 89° 54' 29" WEST 134.78 FEET TO THE SOUTHWEST CORNER OF SAID TRACT NO. 3211: THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF MALVERN AVENUE, AS SHOWN ON A MAP OF TRACT NO. 3219 AS RECORDED IN BOOK 97 PAGES 39 TO 41 INCLUSIVE OF SAID MISCELLANEOUS MAPS, NORTH 89° 54' 29" WEST 659.01 FEET TO THE SOUTHWEST CORNER OF SAID TRACT NO. 3219.

ALSO EXCEPT THAT PORTION THEREOF LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED AS PARCEL 8 IN THE FINAL ORDER OF CONDEMNATION, RENDERED IN CONNECTION WITH CASE NO. 62971, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF ORANGE, A CERTIFIED COPY OF WHICH WAS RECORDED NOVEMBER 21, 1958 IN BOOK 4490 PAGE 435, OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO THE ROMAN CATHOLIC ARCHBISHOP OF LOS ANGELES, RECORDED AUGUST 28, 1959 IN BOOK 4859 PAGE 398, OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION RENDERED IN CONNECTION WITH CASE NO. 72066, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF ORANGE, A CERTIFIED COPY OF WHICH WAS RECORDED DECEMBER 7, 1960 IN BOOK 5539 PAGE 549, OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED AS PARCELS 2 AND 3 IN THE FINAL ORDER OF CONDEMNATION RENDERED IN CONNECTION WITH CASE NO. 82643, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF ORANGE, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 14, 1962 IN BOOK 6212 PAGE 524, OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3111, AS PER MAP RECORDED IN BOOK 97 PAGE 24 OF SAID MISCELLANEOUS MAPS.

(CONTINUED)

The land referred to herein is described as follows:

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3211, AS PER MAP RECORDED IN BOOK 97 PAGE 35 OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3219, AS PER MAP RECORDED IN BOOK 97 PAGE 39 OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3234, AS PER MAP RECORDED IN BOOK 97 PAGE 42 OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3250, AS PER MAP RECORDED IN BOOK 99 PAGE 1 OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3261, AS PER MAP RECORDED IN BOOK 101 PAGE 1 OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO RAY GILLIAN RECORDED SEPTEMBER 17, 1968 IN BOOK 8722 PAGE 698 OF OFFICIAL RECORDS.

ALSO EXCEPT TRACT NO. 6488, AS SHOWN ON A MAP RECORDED IN BOOK 239 PAGES 47 AND 48 OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO JOSEPH J. THORMAN DEVELOPMENT COMPANY RECORDED APRIL 16, 1971 IN BOOK 9608 PAGE 465, OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO BOWATT PROPERTIES, INC., RECORDED APRIL 20, 1971 IN BOOK 9612 PAGE 184, OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO MAXWELL STARKMAN ET UX., RECORDED DECEMBER 24, 1968 IN BOOK 8826 PAGE 308, OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING BENEATH SAID LAND, AS RESERVED BY MARSHALL S. EMERY, ALSO KNOWN AS CHARLES G. EMERY, JR., AND PEGGY EMERY ENGL, ALSO KNOWN AS MARGARET EMERY ENGL, IN DEED RECORDED JULY 10, 1956 IN BOOK 3572 PAGE 173, OFFICIAL RECORDS, AND AS RESERVED BY SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, AS EXECUTOR OF THE WILL OF CHARLES GOODWIN EMERY, ALSO KNOWN AS CHARLES G. EMERY, DECEASED, RECORDED AUGUST 1, 1956 IN BOOK

(CONTINUED)

The land referred to herein is described as follows:

3597 PAGE 457, OFFICIAL RECORDS, WHICH DEEDS PROVIDE AS FOLLOWS: "TOGETHER WITH THE RIGHT TO ENTER SAID LANDS AT ANY TIME, OR FROM TIME TO TIME, AT A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, FOR THE PURPOSE OF EXTRACTING, PRODUCING AND MARKETING SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES."

PARCEL 2:

THOSE PORTIONS OF SECTION 19 AND SECTION 30, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 7 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT NO. 6711, AS SHOWN ON MAP RECORDED IN BOOK 259 PAGES 5 THROUGH 9 INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID CORNER BEING ON THE WEST LINE OF SAID SECTION 30; THENCE NORTH 00° 29' 10" WEST 6201.98 FEET ALONG THE WEST LINE OF SAID TRACT NO. 6711, SAID SECTION 30, AND SAID SECTION 19 TO THE WEST QUARTER CORNER OF SAID SECTION 19 AS SHOWN ON A MAP OF TRACT NO. 64 RECORDED IN BOOK 10 PAGE 14 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 89° 32' 30" EAST 1264.80 FEET ALONG THE SOUTH LINE OF SAID TRACT NO. 64 TO A POINT THAT IS SOUTH 89° 32' 30" WEST 59.43 FEET FROM A 6" X 6" POST, SAID POST IS SOUTH 89° 43' 10" WEST 1234.64 FEET FROM THE CENTER OF SAID SECTION 19, AS SHOWN ON SAID TRACT NO. 64; THENCE SOUTH 00° 29' 10" EAST 6234.91 FEET PARALLEL WITH THE WEST LINES OF SAID SECTIONS 19 AND 30 AND SAID TRACT NO. 6711 TO THE SOUTHEAST CORNER OF SAID TRACT NO. 6711; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID TRACT NO. 6711 TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED AS PARCELS 2 AND 3 IN THE FINAL ORDER OF CONDEMNATION RENDERED IN CONNECTION WITH CASE NO. 82643, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF ORANGE, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 14, 1962 IN BOOK 6212 PAGE 524, OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEEDS TO THE FULLERTON SCHOOL DISTRICT RECORDED JUNE 19, 1969 IN BOOK 8994 PAGE 707 OF OFFICIAL RECORDS AND RECORDED OCTOBER 30, 1970 IN BOOK 9448 PAGE 588, OFFICIAL RECORDS.

(CONTINUED)

The land referred to herein is described as follows:

ALSO EXCEPT PARCEL 1, AS SHOWN ON MAP FILED IN BOOK 48 PAGES 49 AND 50 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BENEATH THE LANDS ABOVE DESCRIBED, TOGETHER WITH THE RIGHT TO ENTER SAID LANDS AT ANY TIME, OR FROM TIME TO TIME, AT A DEPTH BELOW 500 FEET FROM THE SURFACE THEREOF FOR THE PURPOSE OF EXTRACTING, PRODUCING AND MARKETING SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS EXCEPTED IN THE DEED FROM SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, RECORDED AUGUST 1, 1956 IN BOOK 3597 PAGE 457, OFFICIAL RECORDS.

SAID LAND IS INCLUDED WITHIN THE AREA SHOWN ON A MAP FILED IN BOOK 89 PAGE 30 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

A PORTION OF SAID LAND IS INCLUDED WITHIN THE AREA SHOWN ON A MAP FILED IN BOOK 48 PAGES 49 AND 50 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

RECORDING REQUESTED BY:
REGINA LIUDZIUS COBB, ESQ.
DEMETRIOU, DEL GUERCIO,
SPRINGER & MOYER, LLP

WHEN RECORDED MAIL TO:
NAME REGINA LIUDZIUS COBB, ESQ.
DEMETRIOU, DEL GUERCIO,
MAILING ADDRESS SPRINGER & MOYER, LLP
801 South Grand Avenue
Tenth Floor
CITY, STATE Los Angeles, CA
ZIP CODE 90017-4613

Recorded in the County of Orange, California
Gary L. Granville, Clerk/Recorder
151.00
19970041553 4:05pm 01/28/97
005 8011296 08 21
009 49 7.00 144.00 0.00 0.00 0.00 0.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

T I T L E (S)

FIRST AMENDED CONSENT DECREE AMONG GOVERNMENT PLAINTIFFS AND DEFENDANT McAULEY LCX CORPORATION

"COUNTY RECORDER INDEX AS JUDGMENT"

25.1
26.1
32.1
33.1

LS-201

LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources Division

WILLIAM A. WEINISCHKE
KATHRYN SCHMIDT
Trial Attorneys
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
(202) 514-4592
(202) 514-3906

NORA M. MANELLA
United States Attorney
Central District of California
LEON W. WEIDMAN
Chief, Civil Division
KURT ZIMMERMAN
Assistant United States Attorney
Room 7516 Federal Building
300 North Los Angeles Street
Los Angeles, California 90012
(213) 894-0474

Attorneys for Plaintiff United States of America

FILED
CLERK, U.S. DISTRICT COURT
JAN 13 1997
CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

LODGED
CLERK, U.S. DISTRICT COURT
NOV 22 1996
CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, et al., Plaintiffs, v. SHELL OIL COMPANY, et al., Defendants. AND RELATED CLAIMS	CASE No. CV 91-0589 RJK(Ex) FIRST AMENDED CONSENT DECREE AMONG GOVERNMENT PLAINTIFFS AND DEFENDANT MCAULEY LCX CORPORATION, INCLUDING ENVIRONMENTAL RESTRICTIONS ON USE OF REAL PROPERTY IDENTIFIED IN EXHIBITS D AND E; AND [PROPOSED] ORDER

ENTERED ON ICMS JAN 16 1997

41

DANIEL E. LUNGREN
Attorney General of the State of California

RODERICK WALSTON
Chief Assistant Attorney General

THEODORA BERGER
Assistant Attorney General

TIMOTHY R. PATTERSON
Deputy Attorney General
110 West A Street, Suite 1100
P.O. Box 85266
San Diego, California 92186-5266
(619) 645-2013

Attorneys for Plaintiff State of California

TABLE OF CONTENTS

I. BACKGROUND 4

II. JURISDICTION 6

III. PARTIES BOUND 6

IV. DEFINITIONS 7

V. REIMBURSEMENT OF RESPONSE COSTS 9

VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE 11

VII. COVENANT NOT TO SUE AND RESERVATION OF RIGHTS BY THE UNITED STATES AND THE STATE . . . 13

VIII. COVENANT NOT TO SUE, AGREEMENT NOT TO INTERFERE WITH RESPONSE ACTIONS AND RESERVATION OF RIGHTS BY MCAULEY . . . 16

IX. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION . . 18

X. ACCESS TO AND RESTRICTIONS ON THE SITE AND NOTICE OF OBLIGATIONS TO SUCCESSORS-IN-TITLE . . . 20

XI. ACCESS TO INFORMATION 26

XII. RETENTION OF RECORDS 27

XIII. NOTICES AND SUBMISSIONS 28

XIV. RETENTION OF JURISDICTION 30

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT . . . 30

XVI. EFFECTIVE DATE 30

XVII. MODIFICATION 30

XVIII. SIGNATORIES/SERVICE 31

I. BACKGROUND

A. On February 1, 1991, the United States of America, on behalf of the Administrator of the United States Environmental Protection Agency, and the State of California, ex rel. California Department of Health Services, Hazardous Substance Account, and Hazardous Substance Cleanup Fund, filed a complaint in the Pending Action against, among others, McAuley LCX Corporation ("McAuley"), pursuant to Sections 107 and 113(g)(2) of the Comprehensive Environmental Response, Compensation, Liability Act of 1980, 42 U.S.C. §§ 9607 and 9613(g)(2), as amended ("CERCLA").

B. The complaint in the Pending Action seeks, among other relief, reimbursement of response costs incurred, and a declaration of liability for response costs to be incurred, by the United States and State for response actions in connection with the release or threatened release of hazardous substances at the McColl Superfund Site in Fullerton, Orange County, California ("the Site").

C. The release or threatened release of hazardous substances at or from the Site has caused the United States and the State to incur response costs as defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

D. McAuley filed certain counterclaims in the Pending Action against the United States of America, certain agencies thereof, and the State of California, seeking, among other relief, damages for alleged nuisance, trespass and inverse condemnation. The inverse condemnation counterclaims were

dismissed pursuant to a stipulation of the parties on November 8, 1991.

E. On December 1, 1995, a Consent Decree was lodged with the Court which was proposed to resolve the Governments' outstanding claims against McAuley, and McAuley's outstanding claims against the Governments.

F. The Parties have stipulated to request that this Consent Decree be withdrawn due to circumstances that have changed since the December 1, 1995 lodging. These changed circumstances include EPA's issuance of a Record of Decision to address groundwater contamination at the Site, the potential purchase of additional Site property by McAuley, and the decision to clarify the scope of contribution protection afforded to McAuley by this settlement. Despite these changes, this First Amended Consent Decree is the same in all material respects as the Consent Decree lodged on December 1, 1995.

G. The Parties acknowledge that McAuley's execution of this First Amended Consent Decree, in and of itself, does not constitute an admission of liability for the matters alleged in the complaint in the Pending Action; provided, however, that this acknowledgement shall have no effect on the judgment rendered in the Pending Action on September 28, 1993, or on the findings contained in that judgment, including but not limited to the finding of liability against McAuley.

H. The United States, the State and McAuley agree and this Court, by entering this First Amended Consent Decree, finds that settlement of this matter will avoid further prolonged and

complicated litigation and that this First Amended Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9607 and 9613(b). This Court also has personal jurisdiction over McAuley. Solely for the purposes of this First Amended Consent Decree (hereinafter "Consent Decree"), McAuley waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District and shall not challenge the entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2.a. This Consent Decree is binding upon the United States and the State, and upon McAuley and its successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to any transfer of assets or real or personal property, shall in no way alter the responsibilities of McAuley under this Consent Decree.

b. Notwithstanding any other provision of this Consent Decree, all of the rights, benefits and obligations conferred upon McAuley under this Consent Decree may be assigned or transferred to any person only with the prior written consent of

EPA and the State, in their sole discretion.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

b. "Consent Decree" shall mean this Decree.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, when the last day would fall on a Saturday, Sunday, or federal Holiday, the period shall run until the close of business of the next working day.

d. "DTSC" shall mean the California Department of Toxic Substances Control" and any successor departments or agencies of the State of California.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

f. "Interest," in accordance with 42 U.S.C. § 9607(a), shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established under subchapter A of chapter 98 of Title 26 of the U.S. Code,

compounded daily.

g. "McAuley" shall mean Defendant McAuley LCX Corporation.

h. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral.

i. "Parties" shall mean the United States, the State and McAuley.

j. "Past State Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that the State has incurred in connection with the Site and paid as follows: (1) California Department of Health Services costs incurred and paid through September 30, 1990; and (2) California Department of Justice costs incurred and paid through June 30, 1991, plus accrued interest on all costs described in this paragraph through July 31, 1993.

k. "Past United States Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that the United States has incurred in connection with the Site and paid through June 30, 1990, plus costs incurred and paid to contractors through September 30, 1990, in circumstances where these latter costs were paid in part with federal funds and in part with state funds, plus accrued interest on all costs described in this paragraph through July 31, 1993.

l. "Pending Action" shall mean United States of America, et al. v. Shell Oil Co., et al., United States District Court, Central District of California, No. Cv-91-0589 RJK(Ex).

m. "RCRA" shall mean the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

n. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

o. "Site" shall mean the McColl Superfund site, located in the northwest section of the City of Fullerton, Orange County, California, encompassing approximately twenty-two (22) acres and the areal extent of contamination therefrom.

p. "State" shall mean the State of California, ex rel., California Department of Health Services and its successor for purposes of this case, the California Department of Toxic Substances Control, the Hazardous Substance Account, and Hazardous Substance Cleanup Fund.

q. "United States" shall mean the United States of America, acting on behalf of EPA and the United States Department of Justice ("DOJ") in its capacity on behalf of EPA.

V. REIMBURSEMENT OF RESPONSE COSTS

4.a. Payment of Past Response Costs to the EPA. Within one (1) year of the Effective Date of this Consent Decree, McAuley shall pay to EPA $184,000, plus Interest from the Effective Date, for Past United States Response Costs, by Electronic Funds Transfer ("EFT") to the U.S. Department of Justice lockbox bank, referencing the McColl Superfund Site CERCLA Number 9-04; United States of America, et al. v. Shell Oil Co., et al. CV 91-0589 RJK; DOJ number 90-11-2-3A; and U.S.A.O. file number 91-00-586. Payment shall be made in accordance with instructions provided to McAuley upon execution of the Consent Decree. Any EFTs received at the DOJ lockbox bank after 11:00 A.M. Eastern Time will be

credited on the next business day. At the time of payment, McAuley shall simultaneously send written notice of payment and a copy of any transmittal documentation to EPA and DOJ in accordance with Section XIII (Notices and Submissions).

b. Payment of Past Response Costs to the State. Within thirty (30) days of the Effective Date of this Consent Decree, McAuley shall pay to the State $66,000 for Past State Response Costs, in the form of one certified check or cashier's check. The check shall be made payable to the California Department of Toxic Substances Control and shall reference United States, State of Calif. v. Shell Oil Co., et al., U.S. Dist. Ct. No. CV-91-0589-RJK; DTSC Project No. 400093; and Cal. DOJ Docket No. 49006-430-SD89CV0267. McAuley shall forward the check to:

Department of Toxics Substances Control
Accounting/Cashiers
400 P Street, 4th Floor
P.O. Box 806
Sacramento, CA 95812-0806

5.a. Declarations Regarding Financial Information. On June 7, 1995, Charles S. McAuley, as President of McAuley, executed a declaration attesting to the veracity and completeness of the information provided by McAuley to the United States and the State regarding McAuley's financial condition. This declaration shall be attached to this Decree as Exhibit A and made a part of the Decree. Simultaneously with McAuley's execution of this Decree, Charles S. McAuley, as President of McAuley, shall execute a declaration attesting to the fact that the financial condition of McAuley LCX Corporation remains in all material respects the same as it was when the declaration attached to this

Decree as Exhibit A was executed. This second declaration shall be attached to this Decree as Exhibit B and made a part of the Decree.

b. Declaration Regarding Funding For Potential Acquisition and Development of Ramparts Property. Simultaneously with McAuley's execution of this Decree, Charles S. McAuley, as President of McAuley, shall execute a declaration attesting to the source of funding for the potential acquisition and development of that portion of the McColl Superfund Site described in Section X. of the Consent Decree as "Property II" (also known as the "Ramparts Property"), more fully described in Exhibit E to this Consent Decree. This declaration shall be attached to this Decree as Exhibit C and made a part of the Decree.

VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

6. Interest on Late Payments. In the event that any payments required by Section V or Section VI, Paragraph 7, are not made when due, Interest shall continue to accrue on the unpaid balance through the date of payment.

7. Stipulated Penalty.

a. If any amounts due EPA or the State under this Consent Decree are not paid by the required date, McAuley shall pay as a stipulated penalty, in addition to the Interest required by Paragraph 6, $1,000 per day for each payment that is late.

b. If McAuley does not comply with any other requirements of this Consent Decree, McAuley shall pay as a stipulated penalty to EPA and the State, with 50% paid to each agency, $500 per

violation per day of such noncompliance.

c. If the United States and/or State seek to collect stipulated penalties and/or initiate or pursue any claim or cause of action against McAuley for McAuley's failure to perform its obligations under Section V, Paragraphs 4(a) or 4(b), or Section X of this Decree, the United States and/or State shall provide McAuley with notice of the nonperformance or noncompliance and allow McAuley an opportunity to cure the nonperformance or noncompliance within fifteen (15) days, or such other period as the Parties may agree upon, from McAuley's receipt of notice.

d. Stipulated penalties are due and payable within twenty (20) days of McAuley's receipt from EPA or the State of a written demand and notice for payment of the penalties in accordance with Section XIII (Notices and Submissions). All payments to EPA under this Paragraph 7 shall be paid in the manner described for the payment of response costs in Section V, paragraph 4(a) above. At the time of payment, McAuley shall simultaneously send written notice of payment and a copy of any transmittal documentation to EPA and DOJ in accordance with Section XIII (Notices and Submissions). All payments to the State under this Paragraph 7 shall be paid by certified or cashier's check made payable to the California Department of Toxics Substances Control and shall reference United States, State of Calif. v. Shell Oil Co., et al., U.S. Dist. Ct. No. CV-91-0589-RJK; DTSC Project No. 400093; Cal. DOJ Docket No. 49006-430-SD89CV0267. All such payments shall be mailed to the address provided above in Section V, paragraph 4(b). All penalties shall begin to accrue on the first

day of noncompliance, except that penalties for noncompliance subject to the cure provision of paragraph 7(c) above shall begin to accrue on the day after the expiration of the cure period described in paragraph 7(c). All penalties shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Penalties shall accrue as provided above regardless of whether EPA or the State has made a demand for payment, but need only be paid upon demand. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

e. The United States and/or State, in their sole and unreviewable discretion, may reduce or forego any stipulated penalties and interest that might accrue under this Decree.

8. If the United States or the State must bring an action to enforce this Consent Decree, McAuley shall reimburse the United States and the State for all costs of such action, including but not limited to attorneys' fees.

9. Payments made under Paragraphs 6-8 shall be in addition to any other remedies or sanctions available to the United States and the State by virtue of McAuley's failure to comply with the requirements of this Consent Decree.

VII. COVENANT NOT TO SUE AND RESERVATION OF RIGHTS BY THE UNITED STATES AND THE STATE

10. Covenant. In consideration of the actions that will be performed and the payments that will be made by McAuley under the terms of the Consent Decree, and except as specifically provided

in Paragraphs 11 and 12 of this Section, the United States and State covenant not to sue or to take administrative action against McAuley pursuant to CERCLA Sections 106 or 107 or state law for the performance of or the payment for any response actions relating to the Site. Following entry of this Consent Decree by the Court, EPA will amend its Administrative Order No. 93-21 to delete McAuley as a Respondent. These covenants not to sue shall take effect upon the receipt by EPA and the State of the payments required by Paragraph 4 of Section V (Reimbursement of Response Costs); provided, however, that during the one (1) year period for payment by McAuley as provided in paragraph 4(a) above, EPA agrees not to initiate or pursue any claim or cause or action against McAuley related to the Site, provided McAuley is otherwise in full compliance with the terms of the Decree. These covenants not to sue are conditioned upon the complete and satisfactory performance by McAuley of its obligations under this Consent Decree. These covenants not to sue extend only to McAuley and do not extend to any other person.

11. a. Reservation Regarding Financial Information. Notwithstanding any other provision of this Consent Decree, the United States and State reserve, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order, seeking to compel McAuley (1) to perform further response actions relating to the Site or (2) to reimburse the United States and State for additional costs of response, if the information provided by McAuley to the United States and State regarding

McAuley's financial condition, or regarding the funding and development of Property II, as set forth in Exhibits A, B and C to this Decree, is untrue or incomplete in any material respect.

b. General Reservations. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraph 10. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights against McAuley with respect to all other matters, including but not limited to, the following:

(1) claims based on a failure by McAuley to meet a requirement of this Consent Decree;

(2) liability arising from the past, present, or future disposal, release, or threat of release of any hazardous substance, pollutant or contaminant beyond the Site;

(3) liability for costs that have been or may be incurred by any federal or state agencies or entities that are not within the definitions of "United States" or "State";

(4) liability for damages for injury to, destruction of, or loss of natural resources, and for the cost of any natural resource damage assessments;

(5) liability for response costs that have been or may be incurred by any federal or state agencies that are trustees for natural resources and which have, or may in the future, spend funds relating to the Site;

(6) criminal liability; and

(7) liability for past, present or future violations of federal or state law other than liability resolved by this Decree.

12. Notwithstanding any other provision of this Consent Decree, the United States and the State retain all authority and reserve all rights to take any and all response actions authorized by law. Notwithstanding any other provision of this Consent Decree, the United States and the State retain all authority and reserve all rights to seek and impose institutional controls as part of any response action required for the Site, including, but not limited to, the Records of Decisions signed on June 30, 1993, and on May 15, 1996. Nothing contained herein shall in any way limit or restrict the response and enforcement authority of the United States or State to initiate appropriate action, either judicial or administrative, under applicable provisions of federal and state law, against any other person or entity not a party to this Decree.

VIII. COVENANT NOT TO SUE, AGREEMENT NOT TO INTERFERE WITH RESPONSE ACTIONS AND RESERVATION OF RIGHTS BY MCAULEY

13. a. Covenant Not to Sue . McAuley hereby covenants not to sue and agrees not to assert any claims or causes of action against the United States or the United States of America, including all past and future agencies, departments and instrumentalities of the United States of America, or the State or the State of California, including all past and future

agencies, departments and instrumentalities of the State of California, or any agents or employees of the above-listed entities, with respect to the Site or this Consent Decree, including, but not limited to: (1) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 111, 112, 113 or any other provision of law; (2) any claim under CERCLA Sections 107 or 113; (3) any claims arising out of response activities at the Site, including but not limited to nuisance, trespass, takings claims or inverse condemnation. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d). McAuley acknowledges that this covenant extends to all claims or causes of action of any kind whatsoever, known or unknown relating to the Site. McAuley further expressly waives all rights under section 1542 of the California Civil Code.

b. Agreement Not to Interfere With Response Actions. McAuley shall take no action, including the extraction of groundwater, on property adjacent to the Site and owned by McAuley as of the date of entry of this Decree that interferes with the response actions taken at the Site, without prior approval from EPA. Approval from EPA shall be sought in accordance with the provisions of paragraph 25(b) of this Decree.

14. Reservation of Rights. a. McAuley reserves the right to enforce this Consent Decree. McAuley further reserves its

right to pursue its current cross-claims against the named oil company defendants in the Pending Action, including a claim for reimbursement of the amounts paid by McAuley under this Consent Decree.

b. By entering into this Consent Decree, McAuley expressly waives any right it might have to appeal the judgment rendered in the Pending Action on September 28, 1993, or any of the findings contained in that judgment, including but not limited to the finding of liability against McAuley; provided, however, that if the United States and/or State initiate or pursue any claim or cause of action to recover additional response costs from McAuley based on McAuley's failure to perform its obligations under this Decree or otherwise to comply with the provisions of this Decree, McAuley will be entitled to contest whether such response costs were incurred in a manner not inconsistent with the National Contingency Plan. The above waiver does not affect, and is without prejudice to, the right of McAuley to defend against any claim or cause of action brought by any party not a signatory to this Decree.

IX. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

15. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Decree may have under applicable law. Each of the Parties expressly reserves any and all rights

(including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto, except as provided in paragraph 13 above.

16. With respect to claims for contribution against McAuley for matters addressed in this Consent Decree, the Parties hereto agree that McAuley is entitled to such protection from contribution actions or claims as is provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). For purposes of this Consent Decree only, "matters addressed" are the performance of or the payment for any response actions, incurred or to be incurred by the Government Plaintiffs or by any other responsible party, relating to the Site. Such protection is conditioned upon McAuley's compliance with the requirements of this Consent Decree, and such protection shall not be afforded if the information provided by McAuley to the United States and State regarding McAuley's financial condition, or regarding the funding and development of Property II, as set forth in Exhibits A, B and C to this Decree, is untrue or incomplete in any material respect.

17. McAuley agrees that, with respect to any suit or claim for contribution not currently pending brought by it for matters related to this Consent Decree, it will notify EPA and DOJ and the State in writing no later than twenty (20) days prior to the initiation of such suit or claim. McAuley also agrees that, with respect to any suit or claim for contribution not currently

pending brought against it for matters related to this Consent Decree, it will notify EPA and DOJ and the State in writing within ten (10) days of service of the complaint on it. In addition, McAuley shall notify EPA and DOJ and the State within ten (10) days of service or receipt of any Motion for Summary Judgment and within ten (10) days of receipt of any order from a court setting a case for trial for matters related to this Consent Decree.

18. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, McAuley shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the Pending Action; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section VII (Covenants Not to Sue by the United States and the State).

X. ACCESS TO AND RESTRICTIONS ON THE SITE AND NOTICE OF OBLIGATIONS TO SUCCESSORS-IN-TITLE

19. McAuley, with a mailing address of 8888 Los Coyotes Drive, Buena Park, California 90621, is the record owner of certain real property located in the City of Fullerton, Orange County, California, which is referred to in this Section X as the

"Property". The legal description of the Property is set forth on the first page of Exhibit D hereto and a map of the Property is contained on the second page of Exhibit D hereto.

20. The Property, which consists of 14.689 acres, comprises the western portion of the approximately 22-acre McColl Superfund Site. The eastern portion of the Site which is comprised of the approximately eight remaining acres of the Site is owned by the Los Coyotes Estates, Ltd., a defunct investment company, as of May 26, 1996. These eight acres are referred to in this Section X as "Property II." The legal description of Property II is set forth on Exhibit E hereto.

21. Pursuant to a Records of Decision issued by EPA on June 30, 1993, and May 15, 1996, under the authority of CERCLA, certain response actions are being performed at the Site, including the installation of a multi-layer cover over all or a portion of the Site.

22. In the event that McAuley becomes the record owner of Property II, McAuley hereby agrees to assume all rights, obligations and restrictions for Property II, it has assumed for the Property under this Consent Decree. Accordingly, commencing immediately upon becoming the record owner for Property II, all references in this Consent Decree to the "Property" shall be deemed to be references to both the Property and Property II.

23. Commencing on the date McAuley executes the Consent Decree, and continuing while any response actions are being conducted at the Site, including but not limited to operation and maintenance of any remedial action, McAuley shall provide EPA and

DTSC and their representatives, and designees access at all times to the Property for the purposes of conducting any response actions or related activities, including but not limited to:

a) Monitoring response actions;

b) Verifying any data or information submitted to EPA and DTSC;

c) Conducting investigations relating to contamination at or near the Site;

d) Obtaining samples;

e) Assessing the need for, planning, or implementing additional response actions at or near the Site;

f) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by McAuley or its agents; and

g) Assessing McAuley's compliance with the Consent Decree.

24. McAuley acknowledges that, notwithstanding any provision of this Consent Decree, EPA and DTSC retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, the Resource Conservation Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq., and any other applicable statute or regulations.

25. As contemplated by the selection of institutional controls in the June 30, 1993, and May 15, 1996 Records of Decision, and as a condition to this Consent Decree, McAuley covenants with EPA and DTSC that there be and hereby are created the following restrictions on the use and enjoyment of the

CA Dept of Toxic Substances Control

Property:

a. Restrictions. No building material, objects, construction, structure, improvements, building, fences or barriers, of any kind whether intended as temporary or permanent, shall be placed, stored or erected upon any portion of the Property without prior approval from EPA; and no natural or manmade materials of any kind, whether intended as temporary or permanent, shall be dumped, filled, stored or placed upon any portion of the Property without prior approval from EPA; and no filling, excavating, digging, dredging, mining, quarrying, drilling, removal or disturbance of topsoil, sand, gravel, rock, minerals or other materials, or any topographical changes or any building of roads, whether intended as temporary or permanent, shall occur upon any portion of the Property without prior approval from EPA; and no other action shall be taken at, on or to the Property that disturbs or in any way affects the condition of the Property or interferes with the response actions taken at the Site, without prior approval from EPA. McAuley shall seek said prior approval from EPA by the method set forth below in Paragraph 25(b) of the Consent Decree. These restrictions are not intended to preclude any specific future use of the Property, including but not limited to use as a golf course, provided that none of the activities set forth in this paragraph is undertaken without prior approval from EPA.

b. Method for Seeking Approval. The restrictions set forth in paragraph 25(a) of this Decree require McAuley to seek approval from EPA prior to undertaking certain activities in

connection with the Site. This paragraph 25(b) sets forth the exclusive process for McAuley to seek and for EPA to grant the approval required by paragraph 25(a). To seek the required approval, McAuley shall provide to EPA as specified in Section XIII (Notices and Submissions) of this Decree, a written request describing the activity McAuley wants to undertake. McAuley shall provide a copy of the request to the State as provided in Section XIII. EPA will attempt to respond to McAuley within fifteen (15) days of receiving the request. EPA's approval of the request must be in writing. Oral approval by EPA, or a failure by EPA to respond within fifteen (15) days, shall not constitute approval of the activity as required by the restrictions in paragraph 25(a). If EPA fails to respond within the fifteen (15) days, or if EPA disapproves of the request, McAuley may elevate its request to the Director, Hazardous Waste Management Division, EPA Region IX. To elevate the request, McAuley must submit its request in writing and any supporting documents by certified or overnight mail to the Director, with copies to EPA as specified in Section XIII of this Decree. The Director will attempt to respond in writing to the request within fifteen (15) days of receipt of the request. If the Director does not respond within fifteen (15) days, McAuley, to pursue its request, must send a second request by certified or overnight mail to the Director, with copies to EPA as specified in Section XIII of this Decree. The Director will attempt to respond within fifteen (15) days of receipt of this second request. Failure by the Director to respond in writing within this second fifteen

(15) day period shall constitute EPA approval of the request. The Director will not make an arbitrary or capricious decision in responding to a request by McAuley to undertake an activity. McAuley acknowledges that the decision by the Director is final and is not subject to review by any court or any other judicial or administrative body.

26. Within fifteen (15) days after the Effective Date of this Consent Decree, McAuley shall record a certified copy of this Consent Decree, with the Office of the Recorder of Orange County, State of California. Thereafter, each deed, title or other instrument of conveyance for the Property or any portion thereof shall contain a notice stating that the Property or portion thereof is subject to this Consent Decree and shall reference the recorded location of the Consent Decree and all restrictions applicable to the Property under this Consent Decree. In the event McAuley becomes the record owner of Property II, as defined above in paragraph 20 of this Consent Decree, within fifteen (15) days of such event, McAuley shall record a certified copy of this Consent Decree in relation to Property II.

27. The obligations of McAuley with respect to the provision of access under Paragraph 23 of this Consent Decree and the implementation of restrictions under Paragraph 25 of this Decree shall be binding upon McAuley and any and all persons who subsequently acquire any interest in the Property or any portion thereof (hereinafter "Successors-in-Title"). Each of these obligations and restrictions relates to the use of the Property

and each obligation and restriction is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the Property of hazardous substances. Within fifteen (15) days after the Effective Date of this Consent Decree, McAuley shall record, at the Office of the Recorder of Orange County, State of California, a notice of obligation to provide access under this Decree and related covenants. Each subsequent deed to the Property or any portion thereof shall reference the recorded location of such notice and covenants applicable to the Property.

28. McAuley and any Successor-in-Title shall, at least thirty (30) days prior to the conveyance of any such interest, give written notice of this Consent Decree to the grantee and written notice to EPA and the State of the proposed conveyance, including the name and address of the grantee, and the date on which notice of the Decree was given to the grantee. In the event of any such conveyance, McAuley's obligations under this Consent Decree shall continue to be met by McAuley. In no event shall the conveyance of an interest in property that includes, or is a portion of, the Site release or otherwise affect the liability of McAuley to comply with the Consent Decree.

XI. ACCESS TO INFORMATION

29. McAuley shall provide to EPA and the State, upon request, copies of all documents and information within its possession or control or that of its contractors or agents relating to activities at the Site or to the implementation of

this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site or response actions. McAuley shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the Site or response actions.

XII. RETENTION OF RECORDS

30. Until five (5) years after the Effective Date of this Decree, McAuley shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to the Site or response actions or liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary. McAuley shall also instruct their contractors and agents to preserve for five (5) years after the entry of this Decree all documents, records, and information of whatever kind, nature or description relating to the Site or response actions.

31. At the conclusion of this document retention period, McAuley shall notify the United States and the State at least sixty (60) days prior to the destruction of any such records or documents, and, upon request by the United States or the State, McAuley shall deliver any such records or documents to EPA or the

State. McAuley may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If McAuley asserts such a privilege, it shall provide the United States and the State with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information: and (6) the privilege asserted by McAuley.

XIII. NOTICES AND SUBMISSIONS

32. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals or their successors at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to EPA, DOJ and the State, and McAuley, respectively.

As to the United States or DOJ:

Joel Gross
Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044

Re: United States v. Shell Oil Co. 91-0589 RJK
DOJ Number 90-11-2-3A

As to EPA:

Patti Collins
Remedial Project Manager
EPA Region IX
75 Hawthorne Street, H-6
San Francisco, California 94105

and

Jo Ann Asami
Office of Regional Counsel
EPA Region IX
75 Hawthorne Street, RC-3
San Francisco, California 94105

As to the State:

Jacalyn Spiszman, Ph.D., Project Manager
Site Mitigation Program
Department of Toxic Substances Control
245 West Broadway, 3rd Floor
Long Beach, CA 90802

and

Steve Koyasako, Assistant Chief Counsel
Office of Legal Counsel
Department of Toxic Substances Control
400 P Street, 4th Floor
P.O. Box 806
Sacramento, CA 95812-0806

and

Timothy R. Patterson
Office of the Attorney General
110 West A Street, Suite 1100
P.O. Box 85266
San Diego, California 92186-5266

As to McAuley:

Charles S. McAuley
President
MCAULEY LCX CORPORATION
8888 Los Coyotes Drive
Buena Park, California 90621

and

Craig Moyer, Esq.
DEMETRIOU, DEL GUERCIO, SPRINGER & MOYER, LLP
801 South Grand Avenue, 10th Floor
Los Angeles, California 90017-4613

XIV. RETENTION OF JURISDICTION

33. This Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Consent Decree.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

34. This Consent Decree shall be lodged with the Court for a period of thirty (30) days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. McAuley consents to the entry of this Consent Decree without further notice.

35. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVI. EFFECTIVE DATE

36. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

XVII. MODIFICATION

37. There shall be no modification of this Consent Decree without written approval of all Parties to this Decree and approval by the Court; provided, however, that the Parties may agree to, and Court approval shall not be required for, non-material modifications made with the written consent of all Parties to this Decree.

XVIII. SIGNATORIES/SERVICE

38. Each undersigned representative of McAuley, the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice, and the Deputy Director of the Site Mitigation Program, Department of Toxic Substances Control, California Environmental Protection Agency, certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this document.

39. McAuley hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified McAuley in writing that the United States no longer supports entry of the Consent Decree.

40. McAuley shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on its behalf with respect to all matters arising under or relating to this Consent Decree. McAuley hereby agrees to accept service in that manner and to

waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

SO ORDERED THIS 13 DAY OF January, ~~1995.~~ 1997

Robert J. Kelleher
United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America, et al. v. Shell Oil Co., et al., No. Cv-91-0589 RJK(Ex), relating to the McColl Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 9/22/96

LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

KURT ZIMMERMAN
Assistant United States Attorney
Room 7516, Federal Building
300 North Los Angeles Street
Los Angeles, California 90012

WILLIAM A. WEINISCHKE
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044

John C. Wise

JOHN C. WISE
Deputy Regional Administrator
Region IX
U.S. Environmental Protection
Agency
75 Hawthorne Street
San Francisco, California 94105

JO ANN ASAMI
Assistant Regional Counsel
U.S. Environmental Protection
Agency
Region IX
75 Hawthorne Street
San Francisco, California 94105

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America, et al. v. Shell Oil Co., et al., No. Cv-91-0589 RJK(Ex), relating to the McColl Superfund Site.

FOR THE STATE OF CALIFORNIA, EX REL., CALIFORNIA DEPARTMENT OF HEALTH SERVICES, HAZARDOUS SUBSTANCE ACCOUNT, AND HAZARDOUS SUBSTANCE CLEANUP FUND

Date: 8/15/96

PAUL BLAIS
Deputy Director
Site Mitigation Program
Department of Toxic Substances Control
California Environmental Protection Agency
400 P Street, 4th Floor
P.O. Box 806
Sacramento, CA 95812-0806

STEVE KOYASAKO
Assistant Chief Counsel
Office of Legal Counsel
Department of Toxic Substances Control
400 P Street, 4th Floor
P.O. Box 806
Sacramento, CA 95812-0806

DANIEL E. LUNGREN
Attorney General
RODERICK WALSTON
Chief Assistant Attorney General
THEODORA BERGER
Assistant Attorney General

TIMOTHY R. PATTERSON
Deputy Attorney General
California Department of Justice
110 West A Street, Suite 1100
P.O. Box 85266
San Diego, California 92186-5266

THE UNDERSIGNED PARTY enter into this Consent Decree in the matter of United States of America, et al. v. Shell Oil Co., et al., No. Cv-91-0589 RJK(Ex), relating to the McColl Superfund Site.

FOR DEFENDANT MCAULEY LCX CORPORATION

Date: 7-12-96

Charles S. McAuley, President

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Charles S. McAuley
President
MCAULEY LCX CORPORATION
8888 Los Coyotes Drive
Buena Park, California 90621

Exhibit A to the First Amended Consent Decree

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, et al., Plaintiffs, v. SHELL OIL COMPANY, et al., Defendants.	)	CASE NO. CV 91-0589 RJK(Ex)
AND RELATED CLAIMS	)	DECLARATION OF CHARLES S. MCAULEY IN SUPPORT OF CONSENT DECREE AMONG PLAINTIFFS AND DEFENDANT MCAULEY LCX CORPORATION

I, Charles S. McAuley, pursuant to 28 U.S.C. Section 1746, declare and state the following:

1. I am Charles S. McAuley, President, Chairman of the Board and a shareholder of McAuley LCX Corporation, a defendant in the above-captioned and numbered case. I am fully authorized to submit this declaration on behalf of McAuley LCX Corporation.

2. I understand that on September 28, 1993, the District Court in the above-captioned and numbered case rendered judgment against, among others, McAuley LCX Corporation. I understand that, among other findings, the Court found McAuley LCX Corporation liable pursuant to 42 U.S.C Section 9607(a)(1) for response costs incurred and to be incurred by Plaintiffs the United States and State of California (the "Governments") in connection with the McColl Superfund Site. I further understand that, following the September 28, 1993 judgment, the Governments

filed a motion for summary judgment to recover $25.7 million in past costs from the defendants including McAuley LCX Corporation.

3. I hereby state that McAuley LCX Corporation is not able to pay or otherwise fully satisfy the cost claims pending against it.

4. I acknowledge that the Governments have requested evidence of the financial condition of McAuley LCX Corporation. McAuley LCX Corporation has provided through its counsel and accountants all necessary and relevant information to the Governments concerning McAuley LCX Corporation's ability to pay the Governments.

5. I understand that the Governments and McAuley LCX Corporation have agreed to certain terms of settlement, including the amount of money to be paid by McAuley LCX Corporation to the Governments. I further understand that the Governments' agreement to the terms of settlement is expressly conditioned on the accuracy, truthfulness and completeness of the information provided to the Governments by McAuley LCX Corporation through its counsel and accountants, regarding McAuley LCX Corporation's financial condition.

6. The information provided to the Governments regarding McAuley LCX Corporation's financial condition is accurate, truthful and complete.

7. Except for the information already provided to the Governments, I am not aware of any plans, negotiations or agreements for:

(a) the sale of all or substantially all of the business and assets of McAuley LCX Corporation;

(b) the development of all or a substantial portion of the Los Coyotes Country Club for a purpose other than use as a golf course; or

(c) the exploration and removal of any minerals from the Los Coyotes Country Club real property.

8. I acknowledge that, in the event McAuley LCX Corporation or its representatives or agents have provided information relative to the financial condition of McAuley LCX Corporation that is false in any material respect or have failed to provide all necessary and relevant information to the Governments concerning McAuley LCX Corporation's ability to pay the Governments, the Governments' covenant not to sue in the Consent Decree shall be nullified and the Governments shall be free to pursue their claims against McAuley LCX Corporation, including those set forth in the complaint in the above-captioned matter, and that the Governments may pursue all remedies available to them under law.

I do affirm under penalties of perjury and upon personal knowledge that the contents of the foregoing are true.

Executed this 7th day of June, 1995, at Buena Park, California.

CHARLES S. MCAULEY

EXHIBIT B TO THE
FIRST AMENDED CONSENT DECREE

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, et al., Plaintiffs, v. SHELL OIL COMPANY, et al., Defendants.	CASE NO. CV 91-0589 RJK(Ex)
AND RELATED CLAIMS	DECLARATION OF CHARLES S. MCAULEY IN SUPPORT OF CONSENT DECREE AMONG PLAINTIFFS AND DEFENDANT MCAULEY LCX CORPORATION

I, Charles S. McAuley, pursuant to 28 U.S.C. Section 1746, declare and state the following:

1. I am Charles S. McAuley, President, Chairman of the Board and a shareholder of McAuley LCX Corporation, a defendant in the above-captioned and numbered case. I am fully authorized to submit this declaration on behalf of McAuley LCX Corporation.

2. The financial condition of McAuley LCX Corporation remains in all material respects the same as it was when I executed the Declaration on June 7, 1995 and which is Exhibit A to the proposed First Amended Consent Decree.

3. I acknowledge that, in the event McAuley LCX Corporation or its representatives or agents have provided information relative to the financial condition of McAuley LCX Corporation that is false in any material respect or have failed

to provide all necessary and relevant information to the Governments concerning McAuley LCX Corporation's ability to pay the Governments, the Governments' covenant not to sue in the First Amended Consent Decree shall be nullified and the Governments shall be free to pursue their claims against McAuley LCX Corporation, including those set forth in the complaint in the above-captioned matter, and that the Governments may pursue all remedies available to them under law.

I do affirm under penalties of perjury and upon personal knowledge that the contents of the foregoing are true.

Executed this 18 day of June, 1996, at Buena Park, California.

CHARLES S. MCAULEY

EXHIBIT C TO THE
FIRST AMENDED CONSENT DECREE

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, et al., Plaintiffs, v. SHELL OIL COMPANY, et al., Defendants.	CASE NO. CV 91-0589 RJK(Ex)
AND RELATED CLAIMS	DECLARATION OF CHARLES S. MCAULEY IN SUPPORT OF CONSENT DECREE AMONG PLAINTIFFS AND DEFENDANT MCAULEY LCX CORPORATION RE: POTENTIAL ACQUISITION OF RAMPARTS PROPERTY

I, Charles S. McAuley, pursuant to 28 U.S.C. Section 1746, declare and state the following:

1. I am Charles S. McAuley, President, Chairman of the Board and a shareholder of McAuley LCX Corporation, a defendant in the above-captioned and numbered case. I am fully authorized to submit this declaration on behalf of McAuley LCX Corporation.

2. I hereby state that in the event McAuley LCX Corporation acquires ownership of that portion of the McColl Superfund Site described in Section X. of the Consent Decree as "Property II" (also known as the "Ramparts Property"), more fully described in Exhibit E to the Consent Decree among plaintiffs and defendant McAuley LCX Corporation (filed concurrently herewith in the above-captioned and numbered case), McAuley LCX Corporation will pay no more than a nominal amount for the purchase of

Property II, not to exceed $5,000.00.

3. In the event that Property II is purchased for an amount in excess of a nominal amount, the entire amount of such excess will be paid by one or more of the following oil company defendants in the above-captioned and numbered case: Shell Oil Company, Union Oil Company of California, Atlantic Richfield Company and/or Texaco, Inc. ("Oil Company Defendants").

4. In the event that Property II is developed into a condition suitable for use as a golf course, the entire amount of the cost of such development will be paid by one or more of the Oil Company Defendants.

5. Nothing in this declaration is intended to obligate McAuley LCX Corporation to acquire or develop Property II, or to imply that the Oil Company Defendants have agreed to pay for the acquisition or development of Property II, as described herein.

I do affirm under penalties of perjury and upon personal knowledge that the contents of the foregoing are true.

Executed this 27 day of June, 1996, at Buena Park, California.

CHARLES S. MCAULEY

EXHIBIT D TO THE FIRST
AMENDED CONSENT DECREE

LEGAL DESCRIPTION

In the City of Fullerton, County of Orange, State of California. A portion of Parcel 3 of a Parcel Map recorded in Book 48, Pages 49 & 50 of Parcel Maps, records of Orange County, described as follows

> Beginning at the northwest corner of said Parcel 3; thence N 89 38'10"E a distance of 484.31 feet to the northeast corner of said Parcel 3; thence S 0 29'52"E along the east line of said Parcel 3 a distance of 1123.46 feet; thence S 86 55' 09"W a distance of 711.88 feet to an angle point; thence N 3 04'29"W a distance of 222.33 feet to a point on the northwesterly line of said Parcel 3; thence N 57 12'46"E along said northwesterly line a distance of 20.30 feet; thence N 29 02'15"E along said northwesterly line a distance of 485.00 feet; thence N 2 42'46"W along the westerly line of said Parcel 3 a distance of 502.13 feet to the point of beginning.

Total Area 14.689 Acres

Prepared By

Donald J. Inman & Associates
5131 Fox Hills Avenue
Buena Park, CA 90621-1408
(714) 521-0554

REGISTERED PROFESSIONAL ENGINEER
DONALD J. INMAN
C 18[illegible]
EXP 12-31-[illegible]
CIVIL
STATE OF CALIFORNIA

All that portion of the Southwest quarter of Section 19, Township 3 South, Range 10 West, in the City of Fullerton, County of Orange, State of California, as said Section is shown on the map of Tract No. 64, recorded in book 10, page 14, Miscellaneous Maps, records of said Orange County, described as follows:

That portion of the Southwest quarter of Section 19, Township 3 South, Range 10 West, in Tract No. 64, in the City of Fullerton, as per map recorded in book 10, page 14, Miscellaneous Maps, records of said Orange County and as shown on maps of Survey recorded in book 13, page 38, book 14, page 27, and in book 66, page 17, Record of Surveys, in the office of the County Recorder of Orange County, described as follows:

Beginning at the Northwest corner of the East 231.069 acre parcel of land shown on a map filed in book 5, page 23, Record of Surveys, in the office of the County Recorder of said Orange County; thence North 89° 32' 30" East 59.43 feet along the North line of said land to a 6" X 6" Post; thence North 89° 43' 10" East 521.00 feet along said North line to the Northeast corner of the land described as Parcel 3 in the deed to Ell S. McColl recorded November 25, 1949 in book 1931, page 118, Official Records; thence South 12° 16' 50" East 410.97 feet to the most Easterly corner of said Parcel 3; thence South 62° 51' 00" West to the most Southerly corner of the land described as Parcel 2 in said deed; thence North 0° 29' 10" West to the point of beginning.

EXCEPTING THEREFROM an undivided 4/5ths interest in all gas, oil, minerals and hydrocarbons of every kind, in and under said land as conveyed to Joseph Emery Grant, Frank Emery Grant, Michael Emery Grant and Peter Grant, by deed recorded August 10, 1949 in book 1887, page 540, Official Records.

By Deed recorded July 18, 1978, in Book 12761, page 559, Official Records, all rights to enter the top 500 feet of said land were granted to the then record owner of said land.

ALSO EXCEPTING THEREFROM an undivided 1/5th interest in all gas, oil, minerals and hydrocarbons of every kind, in and under said land, as reserved in the deed from Helen E. Grant recorded November 25, 1949 in book 1931, page 118, Official Records.

By deed recorded July 18, 1978, in Book 12761, page 559, all rights to enter the top 500 feet of said land were granted to the then record owner of said land.

Attention is directed to the fact that the oil, etc., is excepted from the description in this guarantee and any policy issued in the name of a purchaser at a sale under said Deed of Trust will also contain said oil exception.

PROOF OF SERVICE BY MAILING

I, Marilen Iliscupides, declare:

I am over the age of 18 and not a party to the within action. I am employed by the office of United States Attorney, Central District of California. My business address is 300 North Los Angeles Street, Suite 7516, Los Angeles, California 90012.

On November 22, 1996, I served a copy of: **FIRST AMENDED CONSENT DECREE AMONG GOVERNMENT PLAINTIFFS AND DEFENDANT MCAULEY LCX CORPORATION, INCLUDING ENVIRONMENTAL RESTRICTIONS ON USE OF REAL PROPERTY IDENTIFIED IN EXHIBITS D AND E; AND PROPOSED ORDER** on each person or entity named below by enclosing a copy in an envelope addressed as shown below and placing the envelope for collection and mailing on the date and at the place shown below following our ordinary office practices. I am readily familiar with the practice of this office for collection and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

Date of mailing: November 22, 1996. Place of mailing: Los Angeles, California.

Addressed to: SEE ATTACHED SERVICE LIST

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on November 22, 1996 at Los Angeles, California.

Marilen Iliscupides

MARILEN ILISCUPIDES

SERVICE LIST

Peter R. Taft, Esq.
MUNGER, TOLLES & OLSON
355 S. Grand Avenue, 35th Floor
Los Angeles, CA 90071-1560

Regina Liudzius Cobb, Esq.
DEMETRIOU, DEL GUERCIO, SPRINGER & MOYER
Chase Plaza, 10th Floor
801 South Grand Avenue
Los Angeles, CA 90017

Timothy R. Patterson, Esq.
Office of the Attorney General
110 West A Street, Suite 1100
San Diego, CA 92101

Jo Ann Asami, Esq.
Assistant Regional Counsel
Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105

I hereby attest and certify on 1-28-97
that the foregoing document is a full, true and correct copy of the original on file in my office, and in my legal custody.

CLERK, U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

By _____ Deputy

0087

RECORDING REQUESTED BY

Michael A. Francis, Esq.
Demetriou, Del Guercio, Springer & Francis
801 South Grand Avenue, 10th Floor
Los Angeles, California 90017

WHEN RECORDED MAIL TO

NAME Michael A. Francis, Esq.
Demetriou, Del Guercio, Springer & Francis
MAILING ADDRESS 801 South Grand Avenue
10th Floor

CITY, STATE Los Angeles, California
ZIP CODE 90017

Recorded in Official Records, County of Orange
Gary Granville, Clerk-Recorder

12.00
20010087884 03:06pm 02/16/01

114 21 A23 4
0.00 0.00 0.00 0.00 6.00 0.00 0.00 0.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

AMENDED
NOTICE OF RESTRICTIONS ON USE OF REAL PROPERTY AND OBLIGATION TO PROVIDE ACCESS TO REAL PROPERTY.

25.2
26.2
27.2
32.2
33.2

LEGAL SOLUTIONS LS-201

NOTICE OF RESTRICTIONS ON USE OF REAL PROPERTY
AND OBLIGATION TO PROVIDE ACCESS TO REAL PROPERTY

McAuley LCX Corporation ("McAuley"), the owner of certain real property described on Exhibits 1 and 2 attached hereto (the "Properties"), hereby records this NOTICE TO ALL PERSONS that the Properties are subject to certain restrictions on use and that McAuley has certain obligations to provide access to the Properties, which restrictions and obligations to provide access are more fully described in a certain document entitled "First Amended Consent Decree Among Government Plaintiffs and Defendant McAuley LCX Corporation, Including Restrictions On the Use of Real Property Identified in Exhibits D and E; and Order," which document is separately recorded in the Office of the Recorder of Orange County, California at Record Number 1997-0041553.

This Notice amends and supercedes the prior Notice of Restrictions on Use of Real Property and Obligation to Provide Access to Real Property, which was recorded on the Properties in the Office of the Recorder of Orange County, California at Record Number 1997-0048557.

IN WITNESS WHEREOF, the said McAuley has set its authorized signature an corporation seal this 12 day of February, 2001.

Charles S. McAuley, President
on behalf of
MCAULEY LCX CORPORATION

Certificate of Acknowledgment

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On FEB. 12, 2001, before me, Moon C. Lee, a Notary Public, personally appeared Charles S. McAuley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature

MOON C. LEE
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1158148
ORANGE COUNTY
My Comm. Exp. Nov. 4, 2001

Notary Seal Above

Exhibit 1

LEGAL DESCRIPTION

In the City of Fullerton, County of Orange, State of California. A portion of Parcel 3 of a Parcel Map recorded in Book 48, Pages 49 & 50 of Parcel Maps, records of Orange County, described as follows:

> Beginning at the northwest corner of said Parcel 3; thence N 89 38'10"E a distance of 484.31 feet to the northeast corner of said Parcel 3; thence S 0 29'52"E along the east line of said Parcel 3 a distance of 1123.46 feet; thence S 86 55'09" W a distance of 711.88 feet to an angle point; thence N 3 04'29"W a distance of 222.33 feet to a point on the northwesterly line of said Parcel 3; thence N 57 12'46"E along said northwesterly line a distance of 20.30 feet; thence N 20 02'15"E along said northwesterly line a distance of 485.00 feet; thence N 2 42'46"W along the westerly line of said Parcel 3 a distance of 502.13 feet to the point of beginning

Total Area: 14.689 Acres

Exhibit 2

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, **COUNTY OF ORANGE, CITY OF FULLERTON,** DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SAID SECTION IS SHOWN ON THE MAP OF TRACT NO. 64, RECORDED IN BOOK 10, PAGE 14 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, AND AS SHOWN ON MAPS FILED IN BOOK 13, PAGE 38, BOOK 14, PAGE 27 AND IN BOOK 66, PAGE 17, RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 231.069 ACRE PARCEL OF LAND SHOWN ON A MAP FILED IN BOOK 5, PAGE 23, RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; THENCE NORTH 89° 32' 30" EAST 59.43 FEET ALONG THE NORTH LINE OF SAID LAND TO A 6" X 6" POST; THENCE NORTH 89° 43' 10" EAST, 521.00 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF THE LAND DESCRIBED AS PARCEL 3 IN THE DEED TO ELI S. MC COLL RECORDED NOVEMBER 25, 1949 IN BOOK 1931, PAGE 118 OF OFFICIAL RECORDS; THENCE SOUTH 12° 16' 50" EAST 410.97 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 3; THENCE SOUTH 62° 51' 00" WEST TO THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED AS PARCEL 2 IN SAID DEED; THENCE NORTH 0° 29' 10" WEST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 4/5THS INTEREST IN ALL GAS, OIL, MINERALS AND HYDROCARBONS OF EVERY KIND, IN AND UNDER SAID LAND AS CONVEYED TO JOSEPH EMERY GRANT, FRANK EMERY GRANT, MICHAEL EMERY GRANT AND PETER GRANT, BY DEED RECORDED AUGUST 10, 1949 IN BOOK 1887, PAGE 540 OF OFFICIAL RECORDS.

BY DEED RECORDED JULY 18, 1978 IN BOOK 12761, PAGE 559 OF OFFICIAL RECORDS, ALL RIGHTS TO ENTER THE TOP 500 FEET OF SAID LAND WERE GRANTED TO THE THEN RECORD OWNER OF SAID LAND.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/5 INTEREST IN ALL GAS, OIL, MINERALS AND HYDROCARBONS OF EVERY KIND, IN AND UNDER SAID LAND, AS RESERVED IN THE DEED FROM HELEN E. GRANT RECORDED NOVEMBER 25, 1949 IN BOOK 1931, PAGE 118 OF OFFICIAL RECORDS.

BY DEED RECORDED JULY 17, 1978 IN BOOK 12761, PAGE 559 OF OFFICIAL RECORDS ALL RIGHTS TO ENTER THE TOP 500 FEET OF SAID LAND WERE GRANTED TO THE THEN RECORD OWNER OF SAID LAND.

RECORDING REQUESTED BY:
Demetriou, Del Guercio,
Springer & Moyer LLP
Chase Plaza, 10th Floor
801 South Grand Avenue
Los Angeles, California 90017

WHEN RECORDED MAIL TO:
NAME Ronald J. Del Guercio

MAILING ADDRESS Demetriou, Del Guercio,
Springer & Moyer, LLP
801 S. Grand Ave., 10th Floor
CITY, STATE Los Angeles, California
ZIP CODE 90017-4613

Recorded in the County of Orange, California
Gary L. Granville, Clerk/Recorder
22.00
19970048557 12:36pm 01/31/97
005 12018234 12 17
N03 6 7.00 15.00 0.00 0.00 0.00 0.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

NOTICE OF RESTRICTIONS ON USE OF REAL PROPERTY
AND OBLIGATION TO PROVIDE ACCESS TO REAL PROPERTY

1T
6P
1N
C

27.1

LS-201

LS

NOTICE OF RESTRICTIONS ON USE OF REAL PROPERTY
AND OBLIGATION TO PROVIDE ACCESS TO REAL PROPERTY

McAuley LCX Corporation ("McAuley"), the owner of certain real property described on Exhibit 1 attached hereto (the "Property"), hereby records this NOTICE TO ALL PERSONS that the Property is subject to certain restrictions on use and that McAuley has certain obligations to provide access to the Property, which restrictions and obligations to provide access are more fully described in a certain document entitled "Consent Decree Among Government Plaintiffs and Defendant McAuley LCX Corporation, Including Restrictions On the Use of Real Property Identified in Exhibit B; and Order," which document is separately recorded in the Office of the Recorder of Orange County, California.

IN WITNESS WHEREOF, the said McAuley has set its authorized signature and corporation seal this 31st day of January, 1997.

Charles S. McAuley, President
on behalf of
MCAULEY LCX CORPORATION

Certificate of Acknowledgment

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On January 31, 1997, before me, Moon C. Lee, a Notary Public, personally appeared Charles S. McAuley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

Moon C. Lee
Comm. #1008281
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
Comm. Expires Nov. 4, 1997

Exhibit 1 (page 1 of 2)

LEGAL DESCRIPTION

In the City of Fullerton, County of Orange, State of California. A portion of Parcel 3 of a Parcel Map recorded in Book 48, Pages 49 & 50 of Parcel Maps, records of Orange County, described as follows:

> Beginning at the northwest corner of said Parcel 3; thence N 89 38'10"E a distance of 484.31 feet to the northeast corner of said Parcel 3; thence S 0 29'52"E along the east line of said Parcel 3 a distance of 1123.46 feet; thence S 86 55' 09"W a distance of 711.88 feet to an angle point; thence N 3 04'29"W a distance of 222.33 feet to a point on the northwesterly line of said Parcel 3; thence N 57 12'46"E along said northwesterly line a distance of 20.30 feet; thence N 29 02'15"E along said northwesterly line a distance of 485.00 feet; thence N 2 42'46"W along the westerly line of said Parcel 3 a distance of 502.13 feet to the point of beginning.

Total Area: 14.689 Acres

Prepared By:

Donald J. Inman & Associates
5131 Fox Hills Avenue
Buena Park, CA 90621-1408
(714) 521-0554

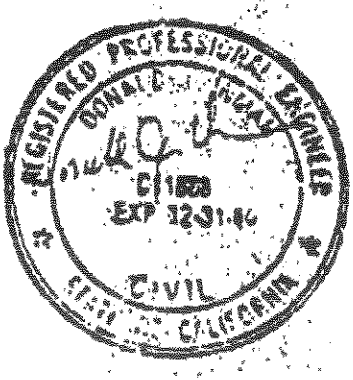
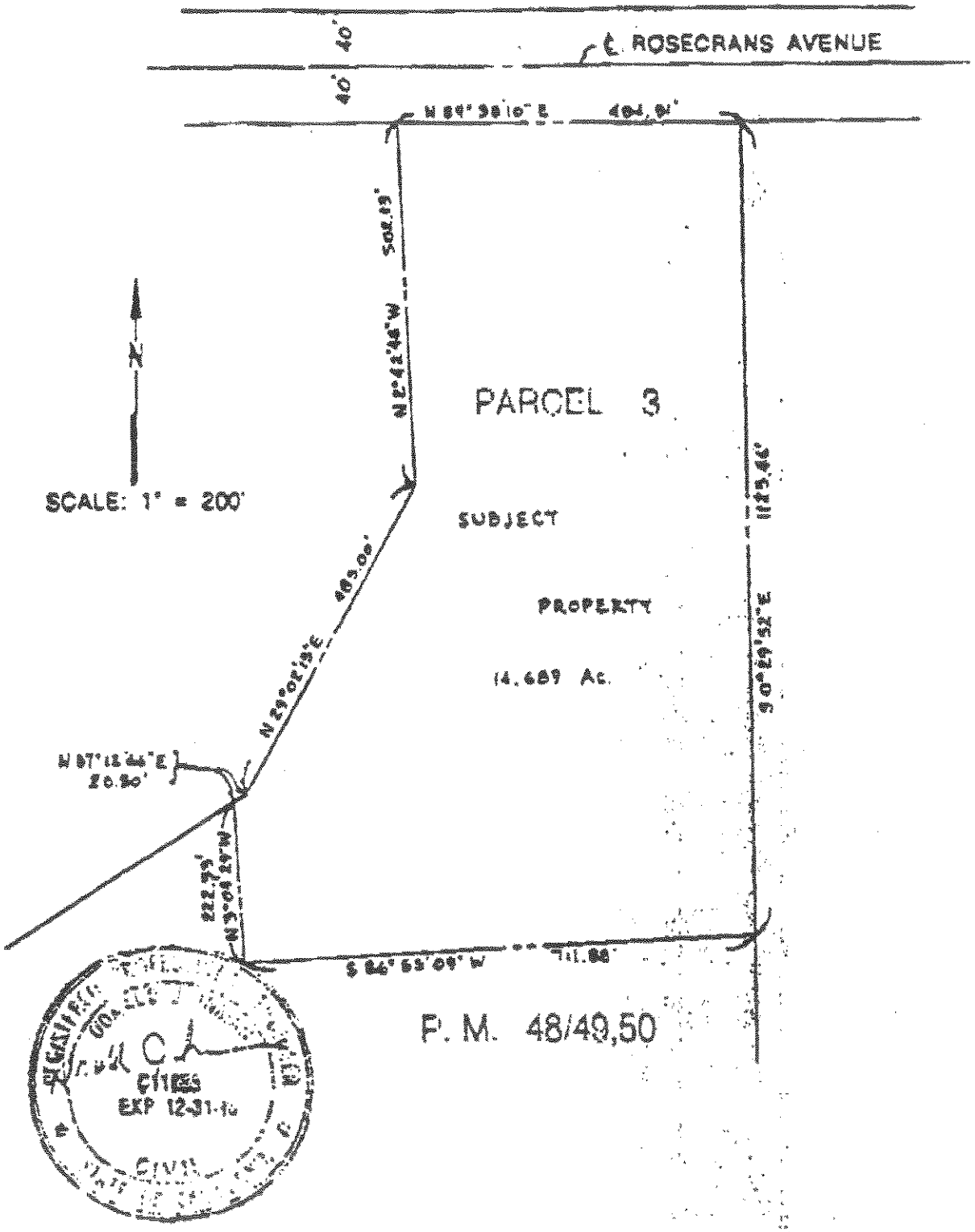


EXHIBIT "A"



PREPARED BY:

DONALD J. INMAN & ASSOCIATES
5131 FOX HILLS AVENUE
BUENA PARK, CA 90621
(714) 521-0664

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF PARCEL 3, BEING N 89°38'10"E PER PARCEL MAP 48/49,50.

CERTIFICATE OF SECRETARY

MCAULEY LCX CORPORATION

The undersigned Shirley J. Sizemore, hereby certifies that:

1. She is now and at all times herein mentioned has been the duly elected, qualified and acting Secretary of McAuley LCX Corporation, a duly organized and existing California corporation (the "Company"), with access to the minute books and corporate records of said corporation;

2. Attached hereto as Exhibit "A" is a full, true and correct copy of a resolution duly adopted by the Board of Directors of the Company in all respects as required by law and by the Bylaws of the Company, which resolutions have not been modified or rescinded and are at the date of this certificate in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this certificate this 31st day of January, 1997.

Shirley J. Sizemore

Secretary

EXHIBIT A

Resolved that Charles S. McAuley as the President of McAuley LCX Corporation be and he is hereby authorized on behalf of the organization to register the organization with the Orange County Treasurer - Tax Collectors to bid on such tax-defaulted property as he shall deem necessary for the public auction scheduled for February 28, 1997 or any extension thereof and to vest any such property so acquired in the name of McAuley LCX Corporation, a corporation;

Resolved further that Charles S. McAuley as President of McAuley LCX Corporation be and he is hereby authorized on behalf of the corporation to take such action as he shall deem necessary or appropriate to carry out the intent of the foregoing resolution including but not limited to the bidding for such property at such price as he shall determine and the payment therefore and any such action so where by him shall be the corporation's conclusive approval thereof.

Recording Requested by
CITY OF FULLERTON
and when Recorded, mail to:
CITY CLERK
City of Fullerton
303 West Commonwealth Ave.
Fullerton, California 92832

Recorded in the County of Orange, California
Gary L. Granville, Clerk/Recorder
No Fee
19970177397 04:30PM 04/17/97
005 24005749 24 63
E01 4 7.00 9.00 0.00 0.00 0.00 0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Parcel B

Grant of Easement

A. P. No. 280-201-02 **PROJECT OR DEVELOPMENT:** **R/W No. ROSE 103**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MC AULEY LCX CORPORATION

hereby GRANT(S) to the City of Fullerton, a Municipal Corporation

the following described easement in the City of Fullerton, County of Orange, State of California,

An easement and right-of-way for road purposes over, under, along and through the northerly 10.00 feet of Parcel 3 of a Parcel Map in the City of Fullerton, in the County of Orange, State of California as shown on a map filed in Book 48, Page 49 of Parcel Maps in the Office of the County Recorder of said County.

As shown on Exhibit "A" attached hereto and by reference made a part hereof.

Subject to covenants, conditions, restrictions, reservations, rights, rights-of-way and other matters of record, if any.

IT
4p
2N
NF

MC AULEY LCX CORPORATION

Dated: 4-9-97

By: C. S. McAuley, Pres.
Charles S. McAuley

Tax exempt per G.C. 6103
Brenda Stutzman
Deputy City Clerk

28

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 4/9/97 (Date) before me, Moon C. Lee – Notary Public, (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Charles S. McAuley (Name(s) of Signer(s)),

☐ personally known to me – **OR** – ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Moon C. Lee
Comm. #1008281
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
Comm. Expires Nov. 4, 1997

WITNESS my hand and official seal.

Moon C. Lee
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant of Easement

Document Date: 4/9/97 Number of Pages: 1

Signer(s) Other Than Named Above: N/A.

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

© 1994 National Notary Association • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

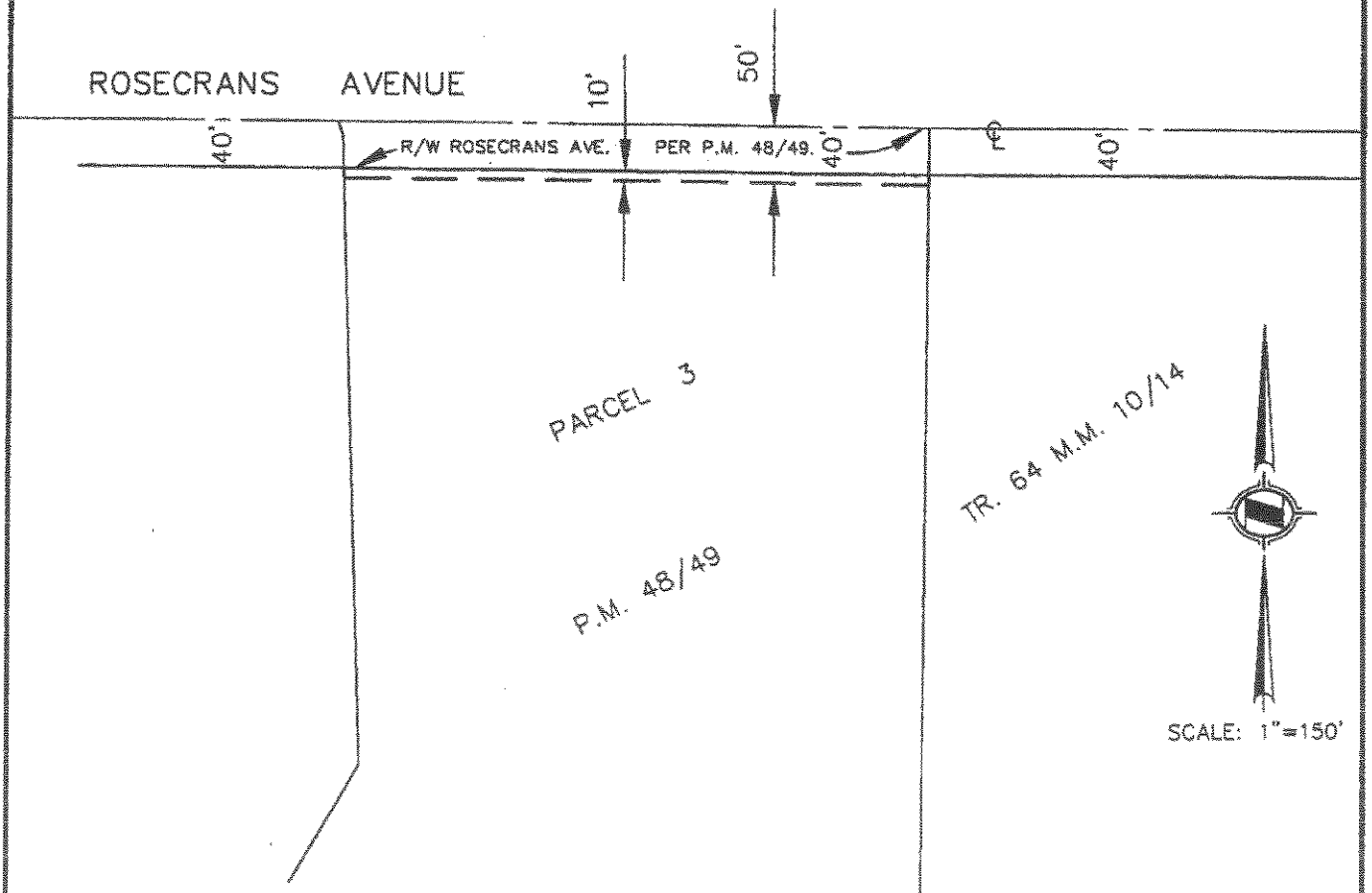
EXHIBIT "A"

SKETCH SHOWING PARCEL OF PROPERTY
IN THE CITY OF FULLERTON

PURPOSE: RIGHT OF WAY FOR ROAD PURPOSES, ROSECRANS AVENUE.

PROJECT: ROSECRANS WIDENING

DATE: 9-17-96 A.P. NO. 280-201-02 SCALE: 1"=150'



DRAWN BY: HUNSAKER & ASSOCIATES, IRVINE, INC.

R/W NO. : ROSE 103

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by deed or grant dated April 1, 1997 from MC AULEY LCX CORPORATION to the City of Fullerton, a Municipal Corporation, is hereby accepted by said City by the signature of the undersigned agent on behalf of the City Council of said City pursuant to the authority conferred upon him by the Resolution of general authority of said Council, No. 8345 adopted on February 4, 1992, and the Grantee by its said duly authorized agent, hereby consents to the recordation thereof.

CITY OF FULLERTON

BY: Robert Hodson
Authorized Agent - Robert Hodson
Director of Engineering

DATED: 4/7/97

I HEREBY ATTEST to the authenticity of the foregoing signature and to the said adopting of said Resolution of general authority to so act and certify that said authority has not been revoked by any subsequent Resolution of order of the Fullerton City Council.

BY: Brenda Stutzman, Deputy
City Clerk
City of Fullerton

DATED: April 10, 1997

FEB 7 1963 [E] [M]

5075

BOOK 6423 PAGE 505

GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, JOSEPH EMERY GRANT, FRANK EMERY GRANT, MICHAEL EMERY GRANT, and PETER GRANT, (hereinafter called "Grantors") acting in accordance with the reservation and right to dedicate contained in that certain Grant Deed from Helen E. Grant, grantor, to Eli S. McColl, grantee, dated October 10, 1949, recorded November 25, 1949, in Book 1931, Page 118, Official Records, Orange County, California, and being the successors in interest to said Helen E. Grant, DO HEREBY GRANT, to the CITY OF FULLERTON an easement and right of way for road and public utility purposes over, under, along, across and through all that portion of that certain parcel of land described in deed to Eli S. McColl recorded in Book 1931, Page 118, of Official Records, in the office of the county recorder of said Orange County, more particularly described as follows:

> A strip of land of the uniform width of 40.00 feet, lying parallel with, adjoining and southerly of the following described line:
>
> Beginning at the northwesterly corner of the East 231.069 acre parcel of land as same is shown on the map recorded in Book 5, Page 23, Records of Survey of said Orange County; thence, along the northerly line of said 231.069 acre parcel of land North 89° 32' 30" East 59.43 feet; thence, continuing along said northerly line North 89° 43' 10" East 521.00 feet to the northeast corner of aforesaid parcel of land described in deed to Eli S. McColl, said point being the point of ending.

RECORDED AT REQUEST OF
CITY OF FULLERTON
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
8:00 AM FEB 7 1963
RUBY McFARLAND, County Recorder

VIRGINIA FITZSIMMONS
CITY CLERK
CITY HALL
FULLERTON, CALIFORNIA

1.

FREE

30

The sidelines of said strip of land to be prolonged or shortened to terminate in the west and east lines of said parcel of land described in deed to Eli S. McColl.

The above described strip of land, 40 feet wide being that certain reservation for an easement for road, pole line, public utility and drainage purposes with the right to dedicate the same to public use as described in Parcel 1 and 3 in deed to Eli S. McColl recorded in Book 1931, Page 118 of Official Records.

PROVIDED, HOWEVER, that this conveyance is made subject to each and all of the following terms, covenants, conditions and reservations which shall be binding upon Grantee, its successors and assigns:

1. Indemnification: Grantee hereby releases and discharges Grantors from all claims and demands by Grantee for loss of or damage to Grantee's property, and Grantee agrees to indemnify Grantors against and save Grantors harmless from all costs and expenses, including attorneys' fees, and all liability and claims and demands of others, for loss of or damage to property, or injury to or death of persons, which may result directly or indirectly from the granting, use or termination of, or operations under, this conveyance. Grantee agrees to pay Grantors in full and promptly upon demand for any and all loss of or damage to Grantors' property caused by Grantee by, or growing out of any of Grantee's operations hereunder or in connection herewith.

2. Prior Rights: This easement is subject to covenants, conditions, restrictions, reservations, rights,

FEB 7 1963

rights of way, and other matters of record, if any, and it is further subject to any defect in title or lack of power or authority of the Grantors to execute and deliver this Grant of Easement.

3. Successors and Assigns: The terms, covenants, conditions and reservations of this conveyance shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. The Grantee's acceptance hereof and of the matters herein set forth shall be conclusively presumed upon the recording hereof.

IN WITNESS WHEREOF, these presents are executed as of this 26 day of December, 1962.

Joseph Emery Grant
JOSEPH EMERY GRANT

Frank Emery Grant
FRANK EMERY GRANT

Michael Emery Grant
MICHAEL EMERY GRANT

Peter Grant
PETER GRANT

FEB 7 1963 M

BOOK 6423 PAGE 609

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

In December 27 1962, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOSEPH EMERY GRANT, FRANK EMERY GRANT, MICHAEL EMERY GRANT and PETER GRANT, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

Donald C McDaniel
Notary Public in and for said
County and State

FEB 7 1963

M

This is to certify that the interest in real property conveyed by the Deed, or Grant Deed, dated December 28, 1962 from Joseph E. Grant et al to the City of Fullerton, a political corporation, and or governmental agency is hereby accepted by order of the FULLERTON CITY COUNCIL on February 5, 1963, and the Grantee consents to recordation thereof by its duly authorized officer.

BOOK 6423 PAGE 610

DATED: February 6, 1963

BY: [signature]
Deputy City Clerk

BK 13020 PG 1301

26742

RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN
TO:

$9.00
C12

Nicolas Ferrara, Esq.
3600 Wilshire Boulevard
Suite 1526
Los Angeles, California 90010

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA
SEP 21 '79 -4 10 PM
LEE A. BRANCH County Recorder

MEMORANDUM OF AGREEMENT OF SALE
AND PURCHASE OF REAL PROPERTY

Rampart Research and Financial, Inc., a California corporation (Buyer) has purchased from Nicolas Ferrara (Seller) that certain unimproved real property situated in the City of Fullerton, County of Orange, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by reference, consisting of about 8.9 acres, more or less. As part of the purchase price Buyer agreed to subdivide, develop and improve said property with a housing development project at his sole cost and expense. Buyer agreed to pay Seller as part of the purchase price thirty per cent of the net profits made on the sale of said project. Said payment is to be the balance part of the purchase price payable to Seller for said property, and Buyer has given Seller his note and deed of trust to be recorded on said property as security for the payment thereof to Seller. The note and deed of trust given by Buyer to Seller is in the amount of $400,000.00, to be adjusted upwards or downwards to equal the amount of the net profits payable to

31

Seller. The deed of trust is to be recorded immediately and next after recordation of the construction loan obtained by Buyer and is to be a second deed of trust of record.

This Memorandum of Agreement of Sale and Purchase was executed by Seller on September 18, 1979, at Los Angeles, California.

NICOLAS FERRARA SELLER

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On September 18, 1979, before me, the undersigned, a Notary Public in and for said State personally appeared NICOLAS FERRARA, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
MARGARET A. PERRY
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires OCT 27, 1979

Notary Public

The land referred to herein is described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN TRACT NO. 64, IN THE CITY OF FULLERTON, AS PER MAP RECORDED IN BOOK 10 PAGE 14, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, AND AS SHOWN ON MAPS OF SURVEY RECORDED IN BOOK 13 PAGE 38, IN BOOK 14 PAGE 27 AND IN BOOK 56 PAGE 17, RECORD OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 231.069 ACRE PARCEL OF LAND SHOWN ON A MAP FILED IN BOOK 5 PAGE 23, RECORD OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; THENCE NORTH 89° 32' 30" EAST 59.43 FEET ALONG THE NORTH LINE OF SAID LAND TO A 6" X 6" POST; THENCE NORTH 89° 43' 10" EAST 521.00 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF THE LAND DESCRIBED AS PARCEL 3 IN THE DEED TO ELI S. MC COLL RECORDED NOVEMBER 25, 1949 IN BOOK 1931 PAGE 118, OFFICIAL RECORDS; THENCE SOUTH 12° 16' 50" EAST 410.97 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 3; THENCE SOUTH 62° 51' 00" WEST TO THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED AS PARCEL 2 IN SAID DEED; THENCE NORTH 0° 29' 10" WEST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 4/5THS INTEREST IN ALL GAS, OIL, MINERALS, AND HYDROCARBONS OF EVERY KIND, IN AND UNDER SAID LAND AS CONVEYED TO JOSEPH EMERY GRANT, FRANK EMERY GRANT, MICHAEL EMERY GRANT AND PETER GRANT, BY DEED RECORDED AUGUST 10, 1949 IN BOOK 1887 PAGE 540, OFFICIAL RECORDS.

BY DEED RECORDED JULY 18, 1976 IN BOOK 12761 PAGE 559, OFFICIAL RECORDS, ALL RIGHTS TO ENTER THE TOP 500 FEET OF SAID LAND WERE GRANTED TO THE THEN RECORD OWNER OF SAID LAND.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/5TH INTEREST IN ALL GAS, OIL, MINERALS AND HYDROCARBONS OF EVERY KIND, IN AND UNDER SAID LAND, AS RESERVED IN THE DEED FROM HELEN E. GRANT RECORDED NOVEMBER 25, 1949 IN BOOK 1931 PAGE 118, OFFICIAL RECORDS.

BY DEED RECORDED JULY 18, 1978 IN BOOK 12761 PAGE 559, ALL RIGHTS TO ENTER THE TOP 500 FEET OF SAID LAND WERE GRANTED TO THE THEN RECORD OWNER OF SAID LAND.

EXHIBIT "A"

Recording Requested by
CITY OF FULLERTON
and when Recorded, mail to:
CITY CLERK
City of Fullerton
303 West Commonwealth Ave.
Fullerton, California 92832

Recorded in the County of Orange, California
Gary L. Granville, Clerk/Recorder
No Fee
19970177396 04:30PM 04/17/97
005 24005749 24 63
E01 4 7.00 9.00 0.00 0.00 0.00 0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant of Easement

A. P. No. 280-191-01 **PROJECT OR DEVELOPMENT:** **R/W No. ROSE 104**

IT
'lp
2N
NF

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MC AULEY LCX CORPORATION

hereby GRANT(S) to the City of Fullerton, a Municipal Corporation

the following described easement in the City of Fullerton, County of Orange, State of California,

An easement and right-of-way for road purposes 50.00 feet wide over, under, along and through that portion of Tract no. 64 in the City of Fullerton, County of Orange, State of California as shown on a map filed in Book 10, Page 14 of Miscellaneous Maps, in the office of the County Recorder of said County, the Northerly line of which is described as follows:

BEGINNING at the Northeast corner of the boundary as shown on a Parcel Map filed in Book 48, Page 49, of said Parcel Maps; thence South 89° 24' 02 East 580.65 feet along the centerline of Rosecrans Avenue as shown on the map of Tract No. 9266 as shown on a map filed in Book 391, pages 1 through 3, inclusive, of said Miscellaneous Maps, to intersection of said centerline with the Westerly boundary of said Tract.

EXCEPT THEREFROM those portions granted to the City of Fullerton recorded February 7, 1963 in Book 6423, Page 606 of Official Records of said County.

The southerly line of said strip is to be prolonged or shortened so that it terminates in the easterly line of said Parcel Map and the westerly boundary of said Tract No. 9266.

As shown on Exhibit "A" attached hereto and by reference made a part hereof.

Subject to covenants, conditions, restrictions, reservations, rights, rights-of-way and other matters of record, if any.

MC AULEY LCX CORPORATION

Dated: 4-9-97

By: Charles S. McAuley
Charles S. McAuley

Brenda Stutzman

34

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 4/9/97 (Date) before me, Moon C. Lee - Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Charles S. McAuley (Name(s) of Signer(s)),

☐ personally known to me – **OR** – ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Moon C. Lee
Comm. #1008281
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
Comm. Expires Nov. 4, 1997

WITNESS my hand and official seal.

Moon C. Lee
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant of Easement

Document Date: 4/9/97 Number of Pages: 1

Signer(s) Other Than Named Above: N/A.

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1994 National Notary Association • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

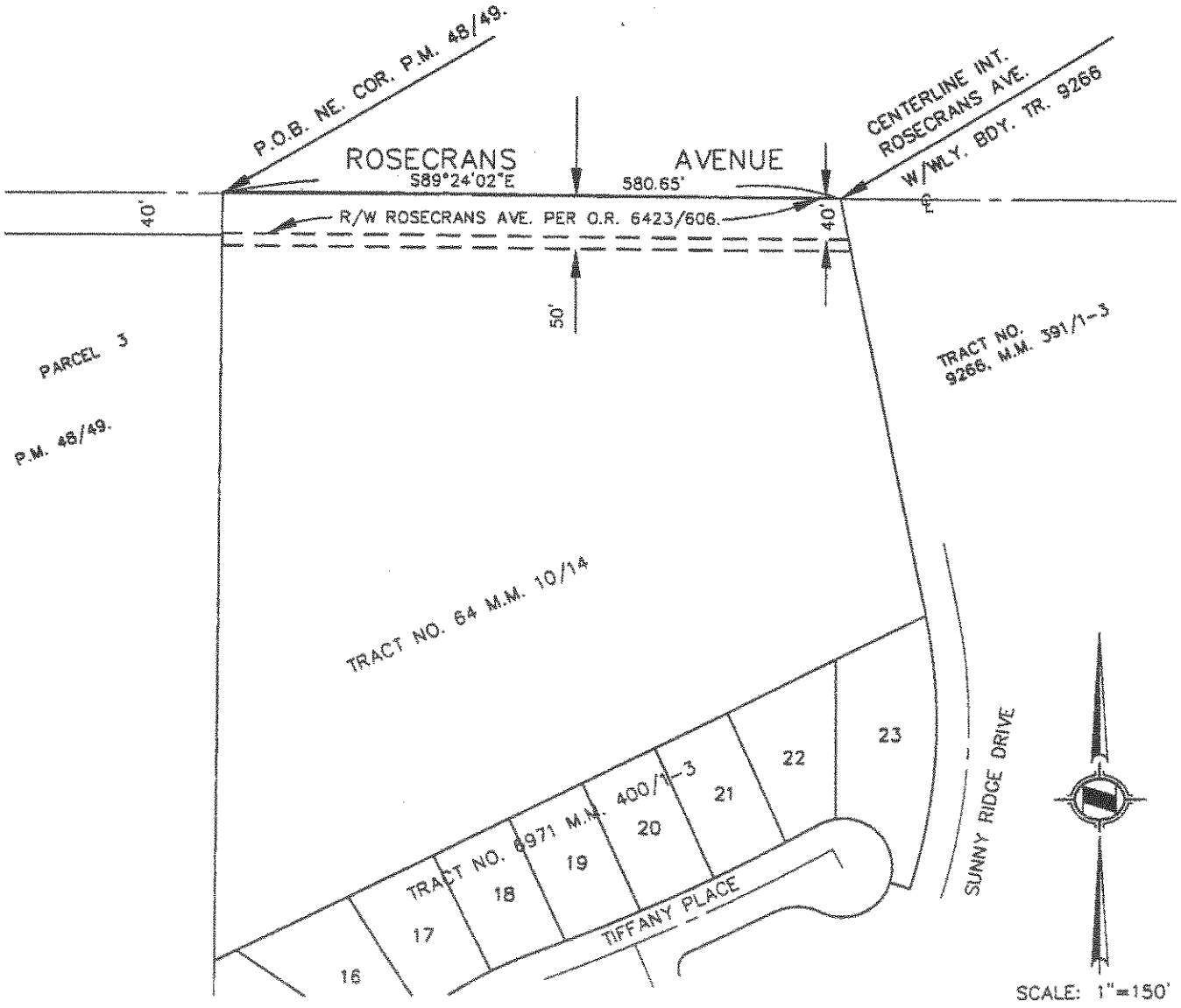
EXHIBIT "A"

SKETCH SHOWING PARCEL OF PROPERTY
IN THE CITY OF FULLERTON

PURPOSE: RIGHT OF WAY FOR ROAD PURPOSES, ROSECRANS AVENUE.

PROJECT: ROSECRANS WIDENING

DATE: 9-17-96 A.P. NO. 280-191-01 SCALE: 1"=150'



DRAWN BY: HUNSAKER & ASSOCIATES, IRVINE, INC.

R/W NO. : ROSE 104

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by deed or grant dated April 1, 1997 from MC AULEY LCX CORPORATION to the City of Fullerton, a Municipal Corporation, is hereby accepted by said City by the signature of the undersigned agent on behalf of the City Council of said City pursuant to the authority conferred upon him by the Resolution of general authority of said Council, No. 8345 adopted on February 4, 1992, and the Grantee by its said duly authorized agent, hereby consents to the recordation thereof.

CITY OF FULLERTON

BY: Robert Hodson
Authorized Agent - Robert Hodson
Director of Engineering

DATED: 4/7/97

I HEREBY ATTEST to the authenticity of the foregoing signature and to the said adopting of said Resolution of general authority to so act and certify that said authority has not been revoked by any subsequent Resolution of order of the Fullerton City Council.

BY: Brenda Stutzman, Deputy
City Clerk
City of Fullerton

DATED: April 10, 1997

ON BEHALF OF FID-VN
RECORDING REQUESTED BY
CIVIC CENTER TITLE SERVICES

Fidelity National Title Company

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder

66.00

2012000066208 01:46pm 02/03/12

105 406 D11 20

0.00 0.00 0.00 0.00 57.00 0.00 0.00 0.00

WHEN RECORDED MAIL TO:
Farmers & Merchants Bank of Long Beach, a CA Corp
Main Office
302 Pine Avenue
Long Beach, CA 90802

19683371

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated February 1, 2012, among MCAULEY LCX CORPORATION, A CALIFORNIA CORPORATION, whose address is 8888 LOS COYOTES DRIVE, BUENA PARK, CA 90621-1030 ("Trustor"); Farmers & Merchants Bank of Long Beach, a CA Corp, whose address is Main Office, 302 Pine Avenue, Long Beach, CA 90802 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Farmers and Merchants Trust Company of Long Beach, A California Corporation, whose address is PO Box 891, Long Beach, CA 90801 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in ORANGE County, State of California:**

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 8888 LOS COYOTES DRIVE, BUENA PARK, CA 90621-1030. The Assessor's Parcel Number for the Real Property is 280-201-02, 280-201-03, 280-201-04, 280-201-14, 280-271-01, 289-142-01, 280-191-01.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and

regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to

the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a

request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Trustor's existence as a going business, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the

prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Foreclosure by Sale. Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Judicial Foreclosure. With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent

value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of ORANGE County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

NOTICES. Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

STATEMENT OF OBLIGATION FEE. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

ASSIGNMENT. For valuable consideration and as additional Collateral for the Indebtedness, Borrower assigns and grants to Lender a security interest in all Accounts maintained by Borrower with Lender, to secure the Indebtedness and agrees that Lender shall have the rights stated in this Deed of Trust as though same were a personal property Security Agreement with respect thereto, in addition to all other rights which Lender may have by law.

ADDITIONAL DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Account. The word "Account" means all demand, time, savings, passbook, or similar accounts of Borrower, or Accounts over which Borrower has control, maintained with Lender, with the exception of those accounts which are trust accounts and clearly designated as such on the signature card maintained by Lender with respect thereto.

Collateral. The word "Collateral", in addition to the Real Property and Personal Property elsewhere defined herein, means and includes all Accounts, together with: (a) all interest, whether now accrued or hereafter accruing; (b) all additional deposits hereafter made to the Account; (c) any and all proceeds from the Account; and (d) all renewals, replacements and substitutions for any of the foregoing.

LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL. While this agreement is in effect, Lender may retain the rights to possession of the Collateral, together with any and all evidence of the Collateral, such as certificates or passbooks. This agreement will remain in effect until: (a) there no longer is any Indebtedness owing to Lender; (b) all other obligations secured by this agreement have been fulfilled; and (c) Borrower, in writing, has requested from Lender a release of this Deed of Trust.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Farmers & Merchants Bank of Long Beach, a CA Corp, and its successors and assigns.

Borrower. The word "Borrower" means MCAULEY LCX CORPORATION and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Farmers & Merchants Bank of Long Beach, a CA Corp, its successors and assigns.

Note. The word "Note" means the promissory note dated February 1, 2012, **in the original principal amount of $7,500,000.00** from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

Trustee. The word "Trustee" means Farmers and Merchants Trust Company of Long Beach, A California Corporation, whose address is PO Box 891, Long Beach, CA 90801 and any substitute or successor trustees.

Trustor. The word "Trustor" means MCAULEY LCX CORPORATION.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.

TRUSTOR:

MCAULEY LCX CORPORATION

By: _____
RICHARD D. MCAULEY, President of MCAULEY LCX CORPORATION

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California)
) SS
COUNTY OF Los Angeles)

On February 2, 20 12 before me, Darlene McDonald, Notary Public,
(here insert name and title of the officer)

personally appeared **RICHARD D. MCAULEY,** 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.

OFFICIAL SEAL
DARLENE McDONALD
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1845412
LOS ANGELES COUNTY
My Comm. Exp. April 17, 2013

WITNESS my hand and official seal.

Signature Darlene McDonald (Seal)

(DO NOT RECORD)

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

_____,

Date: _____ **Beneficiary:** _____

By: _____

Its: _____

LASER PRO Lending, Ver. 5.58.20.001 Copr. Harland Financial Solutions, Inc. 1997, 2012. All Rights Reserved. - CA c:\HARLAND\CFI\LPL\G01.FC TR-16099 PR-82

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THOSE PORTIONS OF SECTIONS 24 AND 25 IN TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS PER MAP RECORDED IN BOOK 51, PAGE 8 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH 0DEGREE 29" 10" WEST 7982.62 FEET ALONG THE EAST UNE OF SAID SECTIONS 25 AND 24 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 89DEGREE 38" 50" WEST 2633.87 FEET TO THE CENTER OF SAID SECTION 24; THENCE SOUTH 89DEGREE 35" 50" WEST 1315.14 FEET TO A POINT ON SAID QUARTER SECTION UNE WHICH BEARS NORTH 89DEGREE 35" 50" EAST 1350.39 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE SOUTH 0DEGREE 29" 10" EAST 7985.42 FEET TO A POINT ON THE SOUTH UNE OF SAID SECTION 25 WHICH BEARS NORTH 89DEGREE 35" 20" EAST 1348.36 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE NORTH 89DEGREE 35" 20" EAST 3959.03 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT NO. 3261, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 101, PAGES 1 TO 6 INCLUSIVE, OF SAID MISCELLANEOUS MAPS; THENCE ALONG THE SOUTHERLY UNE OF MALVERN AVENUE, AS SHOWN ON SAID MAP OF TRACT NO. 3261, SOUTH 84DEGREE 47" 31" WEST 736.45 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1040.00 FEET; THENCE WESTERLY 115.87 FEET ALONG SAID CURVE, THROUGH AN ARC OF 6DEGREE 23" 00"; THENCE SOUTH 78DEGREE 24" 31" WEST 90.81 FEET TO A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 960.00 FEET; THENCE WESTERLY 55.01 FEET ALONG SAID CURVE, THROUGH AN ARC OF 3DEGREE 1' 00"; THENCE SOUTH 81 DEGREE 41' 31" WEST 520.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1960.00 FEET; THENCE WESTERLY 157.64 FEET ALONG SAID CURVE, THROUGH AN ARC OF 4DEGREE 36" 30"; THENCE SOUTH 86DEGREE 18" 01" WEST 48.75 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT NO. 3261; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF MALVERN AVENUE, AS SHOWN ON A MAP OF TRACT NO. 3234, RECORDED IN BOOK 97, PAGES 42 TO 49 INCLUSIVE, OF SAID MISCELLANEOUS MAPS, SOUTH 86DEGREE 18" 01" WEST 574.62 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 960.00 FEET; THENCE WESTERLY 85.45 FEET ALONG SAID CURVE THROUGH AN ARC OF 5DEGREE 06" 00"; THENCE NORTH 88DEGREE 35" 59" WEST 251.09 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 3234; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF MALVERN AVENUE, AS SHOWN ON A MAP OF TRACT NO. 3211, RECORDED IN BOOK 97, PAGES 35 TO 38 INCLUSIVE, OF MISCELLANEOUS MAPS, NORTH 88DEGREE 35' 59" WEST 84.58 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1040.00 FEET; THENCE WESTERLY 224.78 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12DEGREE 23" 00"; THENCE

EXHIBIT "A"

SOUTH 79DEGREE 01' 01" WEST 156.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 410.00 FEET; THENCE WESTERLY 79.25 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11 DEGREE 04" 30"; THENCE NORTH 89DEGREE 54" 29" WEST 134.78 FEET TO THE SOUTHWEST CORNER OF SAID TRACT NO. 3211; THENCE CONTINUING ALONG SAID SOUTHERLY UNE OF MALVERN AVENUE, AS SHOWN ON A MAP OF TRACT NO. 3219 AS RECORDED IN BOOK 97, PAGES 39 TO 41 INCLUSIVE, OF SAID MISCELLANEOUS MAPS, NORTH 89DEGREE 54" 29" WEST 659.01 FEET TO THE SOUTHWEST CORNER OF SAID TRACT NO. 3219.

ALSO EXCEPT THAT PORTION THEREOF LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED AS PARCEL 8 IN THE FINAL ORDER OF CONDEMNATION, RENDERED IN CONNECTION WITH CASE NO. 62971, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF ORANGE, A CERTIFIED COPY OF WHICH WAS RECORDED NOVEMBER 21, 1958 IN BOOK 4490, PAGE 435, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO THE ROMAN CATHOLIC ARCHBISHOP OF LOS ANGELES, RECORDED AUGUST 28, 1959 IN BOOK 4859, PAGE 398, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION RENDERED IN CONNECTION WITH CASE NO. 72066, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF ORANGE, A CERTIFIED COPY OF WHICH WAS RECORDED DECEMBER 7, 1960 IN BOOK 5539, PAGE 549, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED AS PARCELS 2 AND 3 IN THE FINAL ORDER OF CONDEMNATION RENDERED IN CONNECTION WITH CASE 82643, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF ORANGE, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 14, 1962 IN BOOK 6212, PAGE 524, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3111, AS PER MAP RECORDED IN BOOK 97, PAGE 24 OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3211, AS PER MAP RECORDED IN BOOK 97, PAGE 35, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3219, AS PER MAP RECORDED IN BOOK 97, PAGE 39, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3234, AS PER MAP RECORDED IN BOOK 97, PAGE 42, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3250, AS PER MAP RECORDED IN BOOK 99, PAGE 1, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF INCLUDED WITHIN TRACT NO. 3261, AS PER MAP RECORDED IN BOOK 101, PAGES 1 TO 6, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO RAY GILLIAN RECORDED SEPTEMBER 17, 1968 IN BOOK 8722, PAGE 698, OF OFFICIAL RECORDS.

ALSO EXCEPT TRACT NO. 6488, AS SHOWN ON A MAP RECORDED IN BOOK 239, PAGES 47 AND 48, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO JOSEPH J. THORMAN

EXHIBIT "A"

DEVELOPMENT COMPANY, RECORDED APRIL 16, 1971 IN BOOK 9608, PAGE 465, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO BOWATT PROPERTIES, INC., RECORDED APRIL 20, 1971 IN BOOK 9612, PAGE 184, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO MAXWELL STAREMAR AND OTHERS, RECORDED DECEMBER 24, 1968 IN BOOK 8826, PAGE 308, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO DONNA NISHIZU MCFARLAND, TRUSTEE OF THE DONNA NISHIZU TRUST DATED MAY 14, 1985, AS TO AN UNDIVIDED 1/3 INTEREST, AND ELAINE NISHIZU NELSON, TRUSTEE OF THE ELAINE NISHIZU TRUST DATED MAY 14, 1985, AS TO AN UNDIVIDED 1/3 INTEREST, AND EILEEN NISHIZU RODENHIZER, TRUSTEE OF THE EILEEN NISHIZU TRUST DATED MAY 14, 1985, AS TO AN UNDIVIDED 1/3 INTEREST, AS TENANTS IN COMMON, RECORDED JUNE 2, 2005 AS INSTRUMENT NO. 2005-426951 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO DARRELL L. PLATT AND LINDA L PLATT, AS TRUSTEES OF THE PLATT FAMILY TRUST, U/A DATED OCTOBER 10, 2001, RECORDED JULY 7, 2005 AS INSTRUMENT NO. 2005-524676.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO LUTHER ALLENSWORTH AND IONA ALLENSWORTH, OR THEIR SUCCESSORS IN TRUST UNDER THE ALLENSWORTH FAMILY TRUST, DATED SEPTEMBER 6, 1995 AND ANY AMENDMENTS THERETO AS TO AN UNDIVIDED 60% INTEREST, AND LE ALLENSWORTH, AN UNMARRIED MAN AS TO AN UNDIVIDED 40% INTEREST, ALL AS TENANTS IN COMMON, RECORDED AUGUST 10, 2005 AS INSTRUMENT NO. 2005-625938.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING BENEATH SAID LAND AS RESERVED BY MARSHALL S. EMERY, ALSO KNOWN AS CHARLES G. EMERY, JR. AND PEGGY EMERY ENGL, AS KNOWN AS MARGARET EMERY ENGL, IN DEED RECORDED JULY 10, 1956 IN BOOK 3572, PAGE 173, OF OFFICIAL RECORDS, AND AS RESERVED BY SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, AS EXECUTOR OF THE WILL OF CHARLES GOODWIN EMERY, ALSO KNOWN AS CHARLES G. EMERY, DECEASED, RECORDED AUGUST 1, 1956 IN BOOK 3597, PAGE 457, OF OFFICIAL RECORDS, WHICH DEEDS PROVIDE AS FOLLOWS: TOGETHER WITH THE RIGHT TO ENTER SAID LANDS AT ANY TIME, OR FROM TIME TO TIME, AT A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, FOR THE PURPOSE OF EXTRACTING, PRODUCING AND MARKETING SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES.

PARCEL B:

PARCEL 2, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 48, PAGES 49-50 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BENEATH THE LANDS ABOVE DESCRIBED, TOGETHER WITH THE RIGHT TO ENTER SAID LANDS AT ANY TIME, OR FROM TIME TO TIME, AT A DEPTH BELOW 500 FEET FROM THE SURFACE THEREOF FOR THE PURPOSE OF EXTRACTING, PRODUCING AND MARKETING SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS EXCEPT ED IN THE DEED FROM SECURITY FIRST NATIONAL BANK OF LOS ANGELES, RECORDED AUGUST 1,1956 IN BOOK 3597, PAGE 457 OF OFFICIAL RECORDS.

EXHIBIT "A"

PARCEL C:

PARCEL 3, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 48, PAGES 49-50 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BENEATH THE LANDS ABOVE DESCRIBED, TOGETHER WITH THE RIGHT TO ENTER SAID LANDS AT ANY TIME, OR FROM TIME TO TIME, AT A DEPTH BELOW 500 FEET FROM THE SURFACE THEREOF FOR THE PURPOSE OF EXTRACTING, PRODUCING AND MARKETING SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS EXCEPT ED IN THE DEED FROM SECURITY FIRST NATIONAL BANK OF LOS ANGELES, RECORDED AUGUST 1, 1956 IN BOOK 3597, PAGE 457 OF OFFICIAL RECORDS.

PARCEL D:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SAID SECTION IS SHOWN ON THE MAP OF TRACT NO. 64, RECORDED IN BOOK 10, PAGE 14 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, AND AS SHOWN ON MAPS FILED IN BOOK 13, PAGE 38, BOOK 14, PAGE 27 AND IN BOOK 66, PAGE 17, RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 231.069 ACRE PARCEL OF LAND SHOWN ON A MAP FILED IN BOOK 5, PAGE 23, RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; THENCE NORTH 89DEGREE 32" 30" EAST 59.43 FEET ALONG THE NORTH UNE OF SAID LAND TO A 6" X 6" POST; THENCE NORTH 89DEGREE 43" 10" EAST, 521.00 FEET ALONG SAID NORTH UNE TO THE NORTHEAST CORNER OF THE LAND DESCRIBED AS PARCEL 3 IN THE DEED TO ELI S.MC COLL RECORDED NOVEMBER 25, 1949 IN BOOK 1931, PAGE 118 OF OFFICIAL RECORDS; THENCE SOUTH 12DEGREE 16" 50" EAST 410.97 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 3; THENCE SOUTH 62DEGREE 51' 00" WEST TO THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED AS PARCEL 2 IN SAID DEED; THENCE NORTH 0DEGREE 29" 10" WEST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 4/5THS INTEREST IN ALL GAS, OIL, MINERALS AND HYDROCARBONS OF EVERY KIND, IN AND UNDER SAID LAND AS CONVEYED TO JOSEPH EMERY GRANT, FRANK EMERY GRANT, MICHAEL EMERY GRANT AND PETER GRANT, BY DEED RECORDED AUGUST 10, 1949 IN BOOK 1887, PAGE 540 OF OFFICIAL RECORDS.

BY DEED RECORDED JULY 18, 1978 IN BOOK 12761, PAGE 559 OF OFFICIAL RECORDS, ALL RIGHTS TO ENTER THE TOP 500 FEET OF SAID LAND WERE GRANTED TO THE THEN RECORD OWNER OF SAID LAND.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/5 INTEREST IN ALL GAS, OIL, MINERALS AND HYDROCARBONS OF EVERY KIND, IN AND UNDER SAID LAND, AS RESERVED IN THE DEED FROM HELEN E GRANT RECORDED NOVEMBER 25, 1949 IN BOOK 1931, PAGE 118 OF OFFICIAL RECORDS.

BY DEED RECORDED JULY 17, 1978 IN BOOK 12761, PAGE 559 OF OFFICIAL RECORDS, ALL RIGHTS TO ENTER THE TOP 500 FEET OF SAID LAND WERE GRANTED TO THE THEN RECORD OWNER OF SAID LAND.

EXHIBIT "A"

PARCEL E:

NORTHERLY 84 FEET OF LOT 25 OF TRACT NO. 6488, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 239,PAGES 47 AND 48 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING BENEATH SAID LAND AND RESERVED BY MARSHALL S. EMERY. ALSO KNOWN AS CHARLES G. EMERY,JR., AND PEGGY EMERY ENGL, ALSO KNOWN AS MARGARET EMERY ENGL, IN DEED RECORDED JULY 10, 1956 IN BOOK 3572, PAGE 173, OFFICIAL RECORDS, WHICH DEED PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO ENTER SAID LANDS AT ANY TIME, OR FROM TIME TO TIME, AT A DEPTH BELOW 500 FEET FROM THE SURFACE THEREOF, FOR THE PURPOSE OF EXTRACTING, PRODUCING AND MARKETING SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES".

ASSESSOR'S PARCEL NOS: 280-201-02, 280-201-03, 280-201-04, 280-201-14, 280-271-01, 289-142-01, 280-191-01

ON BEHALF OF FID-VN
RECORDING REQUESTED BY
CIVIC CENTER TITLE SERVICES

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder
48.00
2012000066209 01:46pm 02/03/12
105 406 A34 A36 13
0.00 0.00 0.00 0.00 36.00 0.00 0.00 0.00

Fidelity National Title Company

WHEN RECORDED MAIL TO:
Farmers & Merchants Bank of Long Beach, a CA Corp
Main Office
302 Pine Avenue
Long Beach, CA 90802

19683371

FOR RECORDER'S USE ONLY

unrecorded

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS dated February 1, 2012, is made and executed between MCAULEY LCX CORPORATION, A CALIFORNIA CORPORATION, whose address is 8888 LOS COYOTES DRIVE, BUENA PARK, CA 90621-1030 (referred to below as "Grantor") and Farmers & Merchants Bank of Long Beach, a CA Corp, whose address is 302 Pine Avenue, Long Beach, CA 90802 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Leases and Rents from the following described Property located in ORANGE County, State of California:

See EXHIBIT "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 8888 LOS COYOTES DRIVE, BUENA PARK, CA 90621-1030. The Assessor's Parcel Number for the Property is 280-201-02, 280-201-03, 280-201-04, 280-201-14, 280-271-01, 289-142-01, 280-191-01.

This is an absolute assignment of Leases and Rents made in connection with an obligation secured by property pursuant to California Civil Code section 2938.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Leases and Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Leases and Rents, provided that the granting of the right to collect the Leases and Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE LEASES AND RENTS. With respect to the Leases and Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Leases and Rents free and clear of all rights, loans, liens,

36.2

encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Leases and Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Leases and Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Leases and Rents except as provided in this Assignment.

LENDER'S RIGHT TO COLLECT LEASES AND RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Leases and Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Leases and Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Leases and Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Leases and Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of California and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Leases and Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF LEASES AND RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Leases and Rents. Lender, in its sole discretion, shall determine the application of any and all Leases and Rents received by it; however, any such Leases and Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Leases and Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination

of any financing statement on file evidencing Lender's security interest in the Leases and Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Leases and Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Leases and Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as

being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment fee that Grantor would be required to pay.

Collect Leases and Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Leases and Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Leases and Rents Section, above. If the Leases and Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Leases and Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services,

the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

LICENSE. Notwithstanding anything to the contrary contained herein or in the Note or any Related Documents, so long as no Default (as hereinafter defined) shall have occurred, Grantor shall have a license ("License") to collect the income, rents, issues, deposits, proceeds and profits of the Property as they become due and payable, until the occurrence of a Default. Upon a Default, the License shall be deemed automatically revoked, any income, rents, issues, deposits, proceeds or profits received by Grantor shall be delivered in kind to Lender and Lender may collect and retain the income, rents, issues, deposits, proceeds and profits without notice and without taking possession of the Property. This right to collect income, rents, issues, deposits, proceeds and profits shall not grant to Lender the right to possession, except as elsewhere provided herein; and neither said right, nor termination of the License shall impose upon Lender the duty to produce income, rents, issues, deposits, proceeds or profits or maintain all or any part of the Property. Upon an occurrence of Default, Grantor agrees to deliver the original copy of all leases to Lender. Grantor hereby irrevocably constitutes and appoints Lender its true and lawful attorney-in-fact to enforce in Grantor's name or in Lender's name or otherwise all rights of Grantor in the instruments, including, without limitation, checks and money orders tendered as payments of rents and to do any and all things necessary and proper to carry out the purposes hereof. Nothing contained herein shall constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's

rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF LEASES AND RENTS, as this ASSIGNMENT OF LEASES AND RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF LEASES AND RENTS from time to time.

Borrower. The word "Borrower" means MCAULEY LCX CORPORATION.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means MCAULEY LCX CORPORATION.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Leases and Rents. The words "Leases and Rents" mean all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

Lender. The word "Lender" means Farmers & Merchants Bank of Long Beach, a CA Corp, its successors and assigns.

Note. The word "Note" means the promissory note dated February 1, 2012, **in the original principal amount of $7,500,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON FEBRUARY 1, 2012.

GRANTOR:

MCAULEY LCX CORPORATION

By: _____
RICHARD D. MCAULEY, President of MCAULEY LCX CORPORATION

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California)
) SS
COUNTY OF Los Angeles)

On February 2, 20 12 before me, Darlene McDonald, Notary Public
(here insert name and title of the officer)

personally appeared **RICHARD D. MCAULEY**, 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.

OFFICIAL SEAL
DARLENE McDONALD
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1845412
LOS ANGELES COUNTY
My Comm. Exp. April 17, 2013

WITNESS my hand and official seal.

Signature Darlene McDonald (Seal)

LASER PRO Lending, Ver. 5.58.20.001 Copr. Harland Financial Solutions, Inc. 1997, 2012. All Rights Reserved. - CA c:\HARLAND\CFI\LPL\G14.FC TR-16099 PR-82

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THOSE PORTIONS OF SECTIONS 24 AND 25 IN TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS PER MAP RECORDED IN BOOK 51, PAGE 8 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH 0DEGREE 29" 10" WEST 7982.62 FEET ALONG THE EAST UNE OF SAID SECTIONS 25 AND 24 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 89DEGREE 38" 50" WEST 2633.87 FEET TO THE CENTER OF SAID SECTION 24; THENCE SOUTH 89DEGREE 35" 50" WEST 1315.14 FEET TO A POINT ON SAID QUARTER SECTION UNE WHICH BEARS NORTH 89DEGREE 35" 50" EAST 1350.39 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE SOUTH 0DEGREE 29" 10" EAST 7985.42 FEET TO A POINT ON THE SOUTH UNE OF SAID SECTION 25 WHICH BEARS NORTH 89DEGREE 35" 20" EAST 1348.36 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE NORTH 89DEGREE 35" 20" EAST 3959.03 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT NO. 3261, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 101, PAGES 1 TO 6 INCLUSIVE, OF SAID MISCELLANEOUS MAPS; THENCE ALONG THE SOUTHERLY UNE OF MALVERN AVENUE, AS SHOWN ON SAID MAP OF TRACT NO. 3261, SOUTH 84DEGREE 47" 31" WEST 736.45 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1040.00 FEET; THENCE WESTERLY 115.87 FEET ALONG SAID CURVE, THROUGH AN ARC OF 6DEGREE 23" 00"; THENCE SOUTH 78DEGREE 24" 31" WEST 90.81 FEET TO A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 960.00 FEET; THENCE WESTERLY 55.01 FEET ALONG SAID CURVE, THROUGH AN ARC OF 3DEGREE 1' 00"; THENCE SOUTH 81 DEGREE 41' 31" WEST 520.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1960.00 FEET; THENCE WESTERLY 157.64 FEET ALONG SAID CURVE, THROUGH AN ARC OF 4DEGREE 36" 30"; THENCE SOUTH 86DEGREE 18" 01" WEST 48.75 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT NO. 3261; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF MALVERN AVENUE, AS SHOWN ON A MAP OF TRACT NO. 3234, RECORDED IN BOOK 97, PAGES 42 TO 49 INCLUSIVE, OF SAID MISCELLANEOUS MAPS, SOUTH 86DEGREE 18" 01" WEST 574.62 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 960.00 FEET; THENCE WESTERLY 85.45 FEET ALONG SAID CURVE THROUGH AN ARC OF 5DEGREE 06" 00"; THENCE NORTH 88DEGREE 35" 59" WEST 251.09 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 3234; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF MALVERN AVENUE, AS SHOWN ON A MAP OF TRACT NO. 3211, RECORDED IN BOOK 97, PAGES 35 TO 38 INCLUSIVE, OF MISCELLANEOUS MAPS, NORTH 88DEGREE 35' 59" WEST 84.58 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1040.00 FEET; THENCE WESTERLY 224.78 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12DEGREE 23" 00"; THENCE

EXHIBIT "A"

SOUTH 79DEGREE 01' 01" WEST 156.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 410.00 FEET; THENCE WESTERLY 79.25 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11 DEGREE 04" 30"; THENCE NORTH 89DEGREE 54" 29" WEST 134.78 FEET TO THE SOUTHWEST CORNER OF SAID TRACT NO. 3211; THENCE CONTINUING ALONG SAID SOUTHERLY UNE OF MALVERN AVENUE, AS SHOWN ON A MAP OF TRACT NO. 3219 AS RECORDED IN BOOK 97, PAGES 39 TO 41 INCLUSIVE, OF SAID MISCELLANEOUS MAPS, NORTH 89DEGREE 54" 29" WEST 659.01 FEET TO THE SOUTHWEST CORNER OF SAID TRACT NO. 3219.

ALSO EXCEPT THAT PORTION THEREOF LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED AS PARCEL 8 IN THE FINAL ORDER OF CONDEMNATION, RENDERED IN CONNECTION WITH CASE NO. 62971, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF ORANGE, A CERTIFIED COPY OF WHICH WAS RECORDED NOVEMBER 21, 1958 IN BOOK 4490, PAGE 435, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO THE ROMAN CATHOLIC ARCHBISHOP OF LOS ANGELES, RECORDED AUGUST 28, 1959 IN BOOK 4859, PAGE 398, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION RENDERED IN CONNECTION WITH CASE NO. 72066, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF ORANGE, A CERTIFIED COPY OF WHICH WAS RECORDED DECEMBER 7, 1960 IN BOOK 5539, PAGE 549, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED AS PARCELS 2 AND 3 IN THE FINAL ORDER OF CONDEMNATION RENDERED IN CONNECTION WITH CASE 82643, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF ORANGE, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 14, 1962 IN BOOK 6212, PAGE 524, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3111, AS PER MAP RECORDED IN BOOK 97, PAGE 24 OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3211, AS PER MAP RECORDED IN BOOK 97, PAGE 35, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3219, AS PER MAP RECORDED IN BOOK 97, PAGE 39, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3234, AS PER MAP RECORDED IN BOOK 97, PAGE 42, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3250, AS PER MAP RECORDED IN BOOK 99, PAGE 1, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF INCLUDED WITHIN TRACT NO. 3261, AS PER MAP RECORDED IN BOOK 101, PAGES 1 TO 6, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO RAY GILLIAN RECORDED SEPTEMBER 17, 1968 IN BOOK 8722, PAGE 698, OF OFFICIAL RECORDS.

ALSO EXCEPT TRACT NO. 6488, AS SHOWN ON A MAP RECORDED IN BOOK 239, PAGES 47 AND 48, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO JOSEPH J. THORMAN

EXHIBIT "A"

DEVELOPMENT COMPANY, RECORDED APRIL 16, 1971 IN BOOK 9608, PAGE 465, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO BOWATT PROPERTIES, INC., RECORDED APRIL 20, 1971 IN BOOK 9612, PAGE 184, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO MAXWELL STAREMAR AND OTHERS, RECORDED DECEMBER 24, 1968 IN BOOK 8826, PAGE 308, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO DONNA NISHIZU MCFARLAND, TRUSTEE OF THE DONNA NISHIZU TRUST DATED MAY 14, 1985, AS TO AN UNDIVIDED 1/3 INTEREST, AND ELAINE NISHIZU NELSON, TRUSTEE OF THE ELAINE NISHIZU TRUST DATED MAY 14, 1985, AS TO AN UNDIVIDED 1/3 INTEREST, AND EILEEN NISHIZU RODENHIZER, TRUSTEE OF THE EILEEN NISHIZU TRUST DATED MAY 14, 1985, AS TO AN UNDIVIDED 1/3 INTEREST, AS TENANTS IN COMMON, RECORDED JUNE 2, 2005 AS INSTRUMENT NO. 2005-426951 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO DARRELL L. PLATT AND LINDA L PLATT, AS TRUSTEES OF THE PLATT FAMILY TRUST, U/A DATED OCTOBER 10, 2001, RECORDED JULY 7, 2005 AS INSTRUMENT NO. 2005-524676.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO LUTHER ALLENSWORTH AND IONA ALLENSWORTH, OR THEIR SUCCESSORS IN TRUST UNDER THE ALLENSWORTH FAMILY TRUST, DATED SEPTEMBER 6, 1995 AND ANY AMENDMENTS THERETO AS TO AN UNDIVIDED 60% INTEREST, AND LE ALLENSWORTH, AN UNMARRIED MAN AS TO AN UNDIVIDED 40% INTEREST, ALL AS TENANTS IN COMMON, RECORDED AUGUST 10, 2005 AS INSTRUMENT NO. 2005-625938.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING BENEATH SAID LAND AS RESERVED BY MARSHALL S. EMERY, ALSO KNOWN AS CHARLES G. EMERY, JR. AND PEGGY EMERY ENGL, AS KNOWN AS MARGARET EMERY ENGL, IN DEED RECORDED JULY 10, 1956 IN BOOK 3572, PAGE 173, OF OFFICIAL RECORDS, AND AS RESERVED BY SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, AS EXECUTOR OF THE WILL OF CHARLES GOODWIN EMERY, ALSO KNOWN AS CHARLES G. EMERY, DECEASED, RECORDED AUGUST 1, 1956 IN BOOK 3597, PAGE 457, OF OFFICIAL RECORDS, WHICH DEEDS PROVIDE AS FOLLOWS: TOGETHER WITH THE RIGHT TO ENTER SAID LANDS AT ANY TIME, OR FROM TIME TO TIME, AT A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, FOR THE PURPOSE OF EXTRACTING, PRODUCING AND MARKETING SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES.

PARCEL B:

PARCEL 2, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 48, PAGES 49-50 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BENEATH THE LANDS ABOVE DESCRIBED, TOGETHER WITH THE RIGHT TO ENTER SAID LANDS AT ANY TIME, OR FROM TIME TO TIME, AT A DEPTH BELOW 500 FEET FROM THE SURFACE THEREOF FOR THE PURPOSE OF EXTRACTING, PRODUCING AND MARKETING SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS EXCEPT ED IN THE DEED FROM SECURITY FIRST NATIONAL BANK OF LOS ANGELES, RECORDED AUGUST 1, 1956 IN BOOK 3597, PAGE 457 OF OFFICIAL RECORDS.

EXHIBIT "A"

PARCEL C:

PARCEL 3, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 48, PAGES 49-50 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BENEATH THE LANDS ABOVE DESCRIBED, TOGETHER WITH THE RIGHT TO ENTER SAID LANDS AT ANY TIME, OR FROM TIME TO TIME, AT A DEPTH BELOW 500 FEET FROM THE SURFACE THEREOF FOR THE PURPOSE OF EXTRACTING, PRODUCING AND MARKETING SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS EXCEPT ED IN THE DEED FROM SECURITY FIRST NATIONAL BANK OF LOS ANGELES, RECORDED AUGUST 1, 1956 IN BOOK 3597, PAGE 457 OF OFFICIAL RECORDS.

PARCEL D:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SAID SECTION IS SHOWN ON THE MAP OF TRACT NO. 64, RECORDED IN BOOK 10, PAGE 14 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, AND AS SHOWN ON MAPS FILED IN BOOK 13, PAGE 38, BOOK 14, PAGE 27 AND IN BOOK 66, PAGE 17, RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 231.069 ACRE PARCEL OF LAND SHOWN ON A MAP FILED IN BOOK 5, PAGE 23, RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; THENCE NORTH 89DEGREE 32" 30" EAST 59.43 FEET ALONG THE NORTH UNE OF SAID LAND TO A 6" X 6" POST; THENCE NORTH 89DEGREE 43" 10" EAST, 521.00 FEET ALONG SAID NORTH UNE TO THE NORTHEAST CORNER OF THE LAND DESCRIBED AS PARCEL 3 IN THE DEED TO ELI S.MC COLL RECORDED NOVEMBER 25, 1949 IN BOOK 1931, PAGE 118 OF OFFICIAL RECORDS; THENCE SOUTH 12DEGREE 16" 50" EAST 410.97 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 3; THENCE SOUTH 62DEGREE 51' 00" WEST TO THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED AS PARCEL 2 IN SAID DEED; THENCE NORTH 0DEGREE 29" 10" WEST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 4/5THS INTEREST IN ALL GAS, OIL, MINERALS AND HYDROCARBONS OF EVERY KIND, IN AND UNDER SAID LAND AS CONVEYED TO JOSEPH EMERY GRANT, FRANK EMERY GRANT, MICHAEL EMERY GRANT AND PETER GRANT, BY DEED RECORDED AUGUST 10, 1949 IN BOOK 1887, PAGE 540 OF OFFICIAL RECORDS.

BY DEED RECORDED JULY 18, 1978 IN BOOK 12761, PAGE 559 OF OFFICIAL RECORDS, ALL RIGHTS TO ENTER THE TOP 500 FEET OF SAID LAND WERE GRANTED TO THE THEN RECORD OWNER OF SAID LAND.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/5 INTEREST IN ALL GAS, OIL, MINERALS AND HYDROCARBONS OF EVERY KIND, IN AND UNDER SAID LAND, AS RESERVED IN THE DEED FROM HELEN E GRANT RECORDED NOVEMBER 25, 1949 IN BOOK 1931, PAGE 118 OF OFFICIAL RECORDS.

BY DEED RECORDED JULY 17, 1978 IN BOOK 12761, PAGE 559 OF OFFICIAL RECORDS, ALL RIGHTS TO ENTER THE TOP 500 FEET OF SAID LAND WERE GRANTED TO THE THEN RECORD OWNER OF SAID LAND.

EXHIBIT "A"

PARCEL E:

NORTHERLY 84 FEET OF LOT 25 OF TRACT NO. 6488, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 239,PAGES 47 AND 48 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING BENEATH SAID LAND AND RESERVED BY MARSHALL S. EMERY. ALSO KNOWN AS CHARLES G. EMERY,JR., AND PEGGY EMERY ENGL, ALSO KNOWN AS MARGARET EMERY ENGL, IN DEED RECORDED JULY 10, 1956 IN BOOK 3572, PAGE 173, OFFICIAL RECORDS, WHICH DEED PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO ENTER SAID LANDS AT ANY TIME, OR FROM TIME TO TIME, AT A DEPTH BELOW 500 FEET FROM THE SURFACE THEREOF, FOR THE PURPOSE OF EXTRACTING, PRODUCING AND MARKETING SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES".

ASSESSOR'S PARCEL NOS: 280-201-02, 280-201-03, 280-201-04, 280-201-14, 280-271-01, 289-142-01, 280-191-01

ON BEHALF OF FID-VN
RECORDING REQUESTED BY
CIVIC CENTER TITLE SERVICES

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder
24.00
2012000066210 01:46pm 02/03/12
105 406 U04 7
0.00 0.00 0.00 0.00 18.00 0.00 0.00 0.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Farmers & Merchants Bank of Long Beach, a CA
302 Pine Avenue
Long Beach, CA 90802

19683371

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: MCAULEY LCX CORPORATION

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 8888 LOS COYOTES DRIVE | CITY: BUENA PARK | STATE: CA | POSTAL CODE: 90621-1030 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: Corporation | 1f. JURISDICTION OF ORGANIZATION: CA | 1g. ORGANIZATIONAL ID #, if any

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names ☒ NONE

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b) ☐ NONE

3a. ORGANIZATION'S NAME: Farmers & Merchants Bank of Long Beach, a CA Corp

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: 302 Pine Avenue | CITY: Long Beach | STATE: CA | POSTAL CODE: 90802 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All Fixtures; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds). THIS UCC-1 REPRESENTS A "FIXTURE FILING" TO BE FILED IN ORANGE COUNTY, CA COVERING FIXTURES LOCATED AT REAL PROPERTY AS DESCRIBED HEREIN AND COMMONLY KNOWN AS 8888 LOS COYOTES DRIVE, BUENA PARK, CA 90621-1030.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☒ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

MCAULEY LCX CORPORATION

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IF FULLY SET FORTH HEREIN AND IS COMMONLY KNOWN AS 8888 LOS COYOTES DRIVE, BUENA PARK, CA 90621-1030 APN 280-201-02, 280-201-03, 280-201-04, 280-201-14, 280-271-01, 289-142-01, 280-191-01.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

Harland Financial Solutions
400 S.W. 6th Avenue, Portland, Oregon 97204

Debtor
McAuley LCX
Corporation

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THOSE PORTIONS OF SECTIONS 24 AND 25 IN TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS PER MAP RECORDED IN BOOK 51, PAGE 8 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH 0DEGREE 29" 10" WEST 7982.62 FEET ALONG THE EAST UNE OF SAID SECTIONS 25 AND 24 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 89DEGREE 38" 50" WEST 2633.87 FEET TO THE CENTER OF SAID SECTION 24; THENCE SOUTH 89DEGREE 35" 50" WEST 1315.14 FEET TO A POINT ON SAID QUARTER SECTION UNE WHICH BEARS NORTH 89DEGREE 35" 50" EAST 1350.39 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE SOUTH 0DEGREE 29" 10" EAST 7985.42 FEET TO A POINT ON THE SOUTH UNE OF SAID SECTION 25 WHICH BEARS NORTH 89DEGREE 35" 20" EAST 1348.36 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE NORTH 89DEGREE 35" 20" EAST 3959.03 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT NO. 3261, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 101, PAGES 1 TO 6 INCLUSIVE, OF SAID MISCELLANEOUS MAPS; THENCE ALONG THE SOUTHERLY UNE OF MALVERN AVENUE, AS SHOWN ON SAID MAP OF TRACT NO. 3261, SOUTH 84DEGREE 47" 31" WEST 736.45 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1040.00 FEET; THENCE WESTERLY 115.87 FEET ALONG SAID CURVE, THROUGH AN ARC OF 6DEGREE 23" 00"; THENCE SOUTH 78DEGREE 24" 31" WEST 90.81 FEET TO A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 960.00 FEET; THENCE WESTERLY 55.01 FEET ALONG SAID CURVE, THROUGH AN ARC OF 3DEGREE 1' 00"; THENCE SOUTH 81 DEGREE 41' 31" WEST 520.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1960.00 FEET; THENCE WESTERLY 157.64 FEET ALONG SAID CURVE, THROUGH AN ARC OF 4DEGREE 36" 30"; THENCE SOUTH 86DEGREE 18" 01" WEST 48.75 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT NO. 3261; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF MALVERN AVENUE, AS SHOWN ON A MAP OF TRACT NO. 3234, RECORDED IN BOOK 97, PAGES 42 TO 49 INCLUSIVE, OF SAID MISCELLANEOUS MAPS, SOUTH 86DEGREE 18" 01" WEST 574.62 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 960.00 FEET; THENCE WESTERLY 85.45 FEET ALONG SAID CURVE THROUGH AN ARC OF 5DEGREE 06" 00"; THENCE NORTH 88DEGREE 35" 59" WEST 251.09 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 3234; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF MALVERN AVENUE, AS SHOWN ON A MAP OF TRACT NO. 3211, RECORDED IN BOOK 97, PAGES 35 TO 38 INCLUSIVE, OF MISCELLANEOUS MAPS, NORTH 88DEGREE 35' 59" WEST 84.58 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1040.00 FEET; THENCE WESTERLY 224.78 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12DEGREE 23" 00"; THENCE

Debtor-
mcAuley LCX
corporation

EXHIBIT "A"

SOUTH 79DEGREE 01' 01" WEST 156.95 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 410.00 FEET; THENCE WESTERLY 79.25 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11 DEGREE 04" 30"; THENCE NORTH 89DEGREE 54" 29" WEST 134.78 FEET TO THE SOUTHWEST CORNER OF SAID TRACT NO. 3211; THENCE CONTINUING ALONG SAID SOUTHERLY UNE OF MALVERN AVENUE, AS SHOWN ON A MAP OF TRACT NO. 3219 AS RECORDED IN BOOK 97, PAGES 39 TO 41 INCLUSIVE, OF SAID MISCELLANEOUS MAPS, NORTH 89DEGREE 54" 29" WEST 659.01 FEET TO THE SOUTHWEST CORNER OF SAID TRACT NO. 3219.

ALSO EXCEPT THAT PORTION THEREOF LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED AS PARCEL 8 IN THE FINAL ORDER OF CONDEMNATION, RENDERED IN CONNECTION WITH CASE NO. 62971, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF ORANGE, A CERTIFIED COPY OF WHICH WAS RECORDED NOVEMBER 21, 1958 IN BOOK 4490, PAGE 435, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO THE ROMAN CATHOLIC ARCHBISHOP OF LOS ANGELES, RECORDED AUGUST 28, 1959 IN BOOK 4859, PAGE 398, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION RENDERED IN CONNECTION WITH CASE NO. 72066, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF ORANGE, A CERTIFIED COPY OF WHICH WAS RECORDED DECEMBER 7, 1960 IN BOOK 5539, PAGE 549, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED AS PARCELS 2 AND 3 IN THE FINAL ORDER OF CONDEMNATION RENDERED IN CONNECTION WITH CASE 82643, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF ORANGE, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 14, 1962 IN BOOK 6212, PAGE 524, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3111, AS PER MAP RECORDED IN BOOK 97, PAGE 24 OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3211, AS PER MAP RECORDED IN BOOK 97, PAGE 35, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3219, AS PER MAP RECORDED IN BOOK 97, PAGE 39, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3234, AS PER MAP RECORDED IN BOOK 97, PAGE 42, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN TRACT NO. 3250, AS PER MAP RECORDED IN BOOK 99, PAGE 1, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION THEREOF INCLUDED WITHIN TRACT NO. 3261, AS PER MAP RECORDED IN BOOK 101, PAGES 1 TO 6, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO RAY GILLIAN RECORDED SEPTEMBER 17, 1968 IN BOOK 8722, PAGE 698, OF OFFICIAL RECORDS.

ALSO EXCEPT TRACT NO. 6488, AS SHOWN ON A MAP RECORDED IN BOOK 239, PAGES 47 AND 48, OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO JOSEPH J. THORMAN

Debtor - McAuley LCX Corporation

EXHIBIT "A"

DEVELOPMENT COMPANY, RECORDED APRIL 16, 1971 IN BOOK 9608, PAGE 465, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO BOWATT PROPERTIES, INC., RECORDED APRIL 20, 1971 IN BOOK 9612, PAGE 184, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO MAXWELL STAREMAR AND OTHERS, RECORDED DECEMBER 24, 1968 IN BOOK 8826, PAGE 308, OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO DONNA NISHIZU MCFARLAND, TRUSTEE OF THE DONNA NISHIZU TRUST DATED MAY 14, 1985, AS TO AN UNDIVIDED 1/3 INTEREST, AND ELAINE NISHIZU NELSON, TRUSTEE OF THE ELAINE NISHIZU TRUST DATED MAY 14, 1985, AS TO AN UNDIVIDED 1/3 INTEREST, AND EILEEN NISHIZU RODENHIZER, TRUSTEE OF THE EILEEN NISHIZU TRUST DATED MAY 14, 1985, AS TO AN UNDIVIDED 1/3 INTEREST, AS TENANTS IN COMMON, RECORDED JUNE 2, 2005 AS INSTRUMENT NO. 2005-426951 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO DARRELL L. PLATT AND LINDA L PLATT, AS TRUSTEES OF THE PLATT FAMILY TRUST, U/A DATED OCTOBER 10, 2001, RECORDED JULY 7, 2005 AS INSTRUMENT NO. 2005-524676.

ALSO EXCEPT THAT PORTION THEREOF THAT IS INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO LUTHER ALLENSWORTH AND IONA ALLENSWORTH, OR THEIR SUCCESSORS IN TRUST UNDER THE ALLENSWORTH FAMILY TRUST, DATED SEPTEMBER 6, 1995 AND ANY AMENDMENTS THERETO AS TO AN UNDIVIDED 60% INTEREST, AND LE ALLENSWORTH, AN UNMARRIED MAN AS TO AN UNDIVIDED 40% INTEREST, ALL AS TENANTS IN COMMON, RECORDED AUGUST 10, 2005 AS INSTRUMENT NO. 2005-625938.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING BENEATH SAID LAND AS RESERVED BY MARSHALL S. EMERY, ALSO KNOWN AS CHARLES G. EMERY, JR. AND PEGGY EMERY ENGL, AS KNOWN AS MARGARET EMERY ENGL, IN DEED RECORDED JULY 10, 1956 IN BOOK 3572, PAGE 173, OF OFFICIAL RECORDS, AND AS RESERVED BY SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, AS EXECUTOR OF THE WILL OF CHARLES GOODWIN EMERY, ALSO KNOWN AS CHARLES G. EMERY, DECEASED, RECORDED AUGUST 1, 1956 IN BOOK 3597, PAGE 457, OF OFFICIAL RECORDS, WHICH DEEDS PROVIDE AS FOLLOWS: TOGETHER WITH THE RIGHT TO ENTER SAID LANDS AT ANY TIME, OR FROM TIME TO TIME, AT A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, FOR THE PURPOSE OF EXTRACTING, PRODUCING AND MARKETING SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES.

PARCEL B:

PARCEL 2, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 48, PAGES 49-50 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BENEATH THE LANDS ABOVE DESCRIBED, TOGETHER WITH THE RIGHT TO ENTER SAID LANDS AT ANY TIME, OR FROM TIME TO TIME, AT A DEPTH BELOW 500 FEET FROM THE SURFACE THEREOF FOR THE PURPOSE OF EXTRACTING, PRODUCING AND MARKETING SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS EXCEPT ED IN THE DEED FROM SECURITY FIRST NATIONAL BANK OF LOS ANGELES, RECORDED AUGUST 1, 1956 IN BOOK 3597, PAGE 457 OF OFFICIAL RECORDS.

Debtor-
McAuley LCX
Corporation

EXHIBIT "A"

PARCEL C:

PARCEL 3, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA,AS SHOWN ON A MAP FILED IN BOOK 48, PAGES 49-50 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BENEATH THE LANDS ABOVE DESCRIBED, TOGETHER WITH THE RIGHT TO ENTER SAID LANDS AT ANY TIME, OR FROM TIME TO TIME, AT A DEPTH BELOW 500 FEET FROM THE SURFACE THEREOF FOR THE PURPOSE OF EXTRACTING, PRODUCING AND MARKETING SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS EXCEPT ED IN THE DEED FROM SECURITY FIRST NATIONAL BANK OF LOS ANGELES, RECORDED AUGUST 1,1956 IN BOOK 3597, PAGE 457 OF OFFICIAL RECORDS.

PARCEL D:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SAID SECTION IS SHOWN ON THE MAP OF TRACT NO. 64, RECORDED IN BOOK 10, PAGE 14 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, AND AS SHOWN ON MAPS FILED IN BOOK 13, PAGE 38, BOOK 14, PAGE 27 AND IN BOOK 66, PAGE 17,RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 231.069 ACRE PARCEL OF LAND SHOWN ON A MAP FILED IN BOOK 5, PAGE 23, RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; THENCE NORTH 89DEGREE 32" 30" EAST 59.43 FEET ALONG THE NORTH UNE OF SAID LAND TO A 6" X 6" POST; THENCE NORTH 89DEGREE 43" 10" EAST, 521.00 FEET ALONG SAID NORTH UNE TO THE NORTHEAST CORNER OF THE LAND DESCRIBED AS PARCEL 3 IN THE DEED TO ELI S.MC COLL RECORDED NOVEMBER 25, 1949 IN BOOK 1931, PAGE 118 OF OFFICIAL RECORDS; THENCE SOUTH 12DEGREE 16" 50" EAST 410.97 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 3; THENCE SOUTH 62DEGREE 51' 00" WEST TO THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED AS PARCEL 2 IN SAID DEED; THENCE NORTH 0DEGREE 29" 10" WEST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 4/5THS INTEREST IN ALL GAS, OIL, MINERALS AND HYDROCARBONS OF EVERY KIND, IN AND UNDER SAID LAND AS CONVEYED TO JOSEPH EMERY GRANT, FRANK EMERY GRANT, MICHAEL EMERY GRANT AND PETER GRANT, BY DEED RECORDED AUGUST 10, 1949 IN BOOK 1887, PAGE 540 OF OFFICIAL RECORDS.

BY DEED RECORDED JULY 18, 1978 IN BOOK 12761, PAGE 559 OF OFFICIAL RECORDS, ALL RIGHTS TO ENTER THE TOP 500 FEET OF SAID LAND WERE GRANTED TO THE THEN RECORD OWNER OF SAID LAND.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/5 INTEREST IN ALL GAS, OIL, MINERALS AND HYDROCARBONS OF EVERY KIND, IN AND UNDER SAID LAND, AS RESERVED IN THE DEED FROM HELEN E GRANT RECORDED NOVEMBER 25, 1949 IN BOOK 1931, PAGE 118 OF OFFICIAL RECORDS.

BY DEED RECORDED JULY 17, 1978 IN BOOK 12761, PAGE 559 OF OFFICIAL RECORDS, ALL RIGHTS TO ENTER THE TOP 500 FEET OF SAID LAND WERE GRANTED TO THE THEN RECORD OWNER OF SAID LAND.

Debtor -
McAuley LCX
Corporation

PARCEL E:

EXHIBIT "A"

NORTHERLY 84 FEET OF LOT 25 OF TRACT NO. 6488, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 239, PAGES 47 AND 48 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING BENEATH SAID LAND AND RESERVED BY MARSHALL S. EMERY. ALSO KNOWN AS CHARLES G. EMERY, JR., AND PEGGY EMERY ENGL, ALSO KNOWN AS MARGARET EMERY ENGL, IN DEED RECORDED JULY 10, 1956 IN BOOK 3572, PAGE 173, OFFICIAL RECORDS, WHICH DEED PROVIDES AS FOLLOWS: "TOGETHER WITH THE RIGHT TO ENTER SAID LANDS AT ANY TIME, OR FROM TIME TO TIME, AT A DEPTH BELOW 500 FEET FROM THE SURFACE THEREOF, FOR THE PURPOSE OF EXTRACTING, PRODUCING AND MARKETING SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES".

ASSESSOR'S PARCEL NOS: 280-201-02, 280-201-03, 280-201-04, 280-201-14, 280-271-01, 289-142-01, 280-191-01