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20072627977

Pages:
016



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

Fee: 51.00

Tax: 0.00

Other: 0.00

Total: 51.00

11/29/07 AT 01:35PM

1413889 200711290050052 Counter

TITLE(S) :



Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

- -

2



20072627977

RECORDING REQUESTED BY:)
)
 Mr. Larry Campbell,)
 Chief Financial Officer)
 Accuride International Inc.)
 12311 South Shoemaker Avenue)
 Santa Fe Springs, California 90670)

WHEN RECORDED, MAIL TO:)
)
 Department of Toxic Substances Control)
 5796 Corporate Avenue)
 Cypress, California 90630)
 Attention: Stephen W. Lavinger, Chief)
 Tiered Permitting Corrective Action Branch)
 Permitting and Corrective Action Division)

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

**12935 Imperial Highway,
Santa Fe Springs, California**

Los Angeles County Assessor's Parcel Number: 8026-041-051

This Covenant and Agreement ("Covenant") is made by and between: Accuride International Inc., (the "Covenantor"), the current owner of Assessor's Parcel No 8026-041-051, located at: 12935 Imperial Highway, City of Santa Fe Springs, County of Los Angeles, State of California, described in the title report attached hereto as Exhibit "1", and incorporated by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department" or "DTSC"). Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department (collectively referred to as the "Parties") therefore intend that the use of certain portions of the Property, hereinafter described, be restricted as set forth in this Covenant, in order to protect human health and safety and the environment.

ARTICLE I
STATEMENT OF FACTS

1.01 The Property, totaling approximately 4.9 acres, is more particularly described and depicted in Exhibit "1". The Property is located in the City of Santa

Fe Springs in the area generally bounded by the separate Accuride property to the North, Shoemaker Avenue and some commercial properties fronting on Shoemaker Avenue to the East, Imperial Highway to the South, and some commercial properties to the West, in the County of Los Angeles, State of California. The Property is presently improved with (1) one building divided into warehouse and office space totaling approximately 112,300 square feet and (2) outside parking areas covered with asphalt or with concrete. The Property is used primarily for steel fabrication.

1.02. A portion of the Property totaling approximately 7,200 square feet is more particularly described in Exhibits "A" and "B" which are attached and incorporated by this reference as "Affected Area". Exhibit "A" is a legal description of the Affected Area and exhibit "B" is an engineering drawing accurately detailing the location of the Affected Area in relation to the southwest quarter corner of Section 8, township 3 south, range 11 west, Rancho Santa Gertrudes, in the city of Santa Fe Springs, County of Los Angeles, State of California. Exhibits "A" and "B" are prepared by a licensed land surveyor registered in California.

1.03. The Affected Area is located inside the southern portion of the main building that is housing the metal fabrication operation, the southern loading dock and a portion of the parking lot located south of the main building. The Affected Area contains a concrete slab inside the building and concrete in the parking lot.

1.04. On July 17, 1993, the Department authorized an onsite hazardous waste treatment facility ("Facility") on the Property pursuant to Permit by Rule. Under this authorization, the Facility is subject to the requirements of the Hazardous Waste Control Law at Health and Safety Code Section 25100 et seq. Pursuant to the corrective action requirements of the Hazardous Waste Control Law, including Health and Safety Code Section 25187, the Department is requiring this Covenant for the Facility.

1.05. In May 2001, the Facility excavated approximately 158.7 tons of soil contaminated with solvents and petroleum hydrocarbons from the southern portion of the building east of the southern loading dock. The highest remaining concentration of tetrachloroethene (9.9 milligram/kilogram (mg/kg)) was detected in the west sidewall of the excavation bordering the loading dock at 6 feet below the ground surface. The excavation was backfilled and capped with concrete. In 2006, the Facility conducted additional soil gas investigation to determine the extent of residual soil gas contamination. As described in the Final Remedy Selection Report approved by the Department on October 20, 2006, a portion of the subsurface soils within fifteen feet of the surface of the Affected Area contain hazardous waste and hazardous materials, which include solvent contaminants of concern. The solvents and their maximum detected concentrations in soil gas are Freon 113 (1.1 microgram/Liter (ug/L)), 1,1-DCE (0.3 ug/L), 1,1-DCA (0.2ug/L), toluene (0.3 ug/L), tetrachloroethene (34 ug/L), trichloroethene (1.0 ug/L), and benzene (0.5 ug/L). No contaminants were detected in soil samples collected below a depth of 15 feet. Groundwater at the vicinity of the Property is first found at 90 feet below ground surface.

1.06. The Department circulated a Facility Investigation Report, which contained a Screening Level Health Risk Assessment, a Final Remedy Selection

Report, together with a draft Notice of Exemption prepared pursuant to the California Environmental Quality Act, Public Resources Code Section 21000 et seq, for public review and comment from August, 2005 to October, 2005. Because hazardous wastes, including solvents, remain in the soil at the Property, the Screening Level Health Risk Assessment, and the Final Remedy Selection Report provided that a deed restriction and a cap would be required as part of the corrective action. The Department approved the Facility Investigation Report, the Screening Level Health Risk Assessment, and the Final Remedy Selection Report on October 20, 2006

1.07. The final Screening Level Health Risk Assessment approved by the Department on October 20, 2006, concluded that the existing concrete cap prevents dermal contact with contaminated soil, the groundwater pathway is incomplete, and the potential migration pathway of soil gas is limited to the vapor intrusion to indoor air inside the building. Restricting future use of the Property to commercial/industrial use is protective of human health and safety, and the environment. The Department has further concluded that, based on information available to the Department, the Property no longer presents any significant existing or potential hazard to present or future public health and safety, provided that the Affected Area is maintained and certain precautions are taken in connection with any excavation or earth moving activity performed on the Affected Area.

ARTICLE II
DEFINITIONS

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

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of this Property or any subsequent property containing the Affected Area.

2.03. Occupant. "Occupant" means Owners and any persons or entities entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property or subsequent property containing the Affected Area.

ARTICLE III
GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Affected Area and every portion of it shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every one of the Restrictions: (a) shall run with the land pursuant to Health and Safety Code sections 25202.5 and 25202.6 and Civil Code section 1471; (b) shall inure to the benefit of and pass with each and every portion of the Property or subsequent property containing the Affected Area; (c) shall apply to and bind the respective successors in interest to the Property or subsequent property

5

containing the Affected Area; (d) are for the benefit of, and shall be enforceable by the Department; and (e) are imposed upon the property which contains the Affected Area .

3.02. Binding upon Owners/Occupants. Pursuant to Health and Safety Code section 25202.5(b), this Covenant shall be binding upon the Covenantor and all of the owners of the land containing the Affected Area, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property or subsequent property containing the Affected Area are expressly bound by this covenant for the benefit of the Department.

3.03. Written Notice of Hazardous Substance Release. The Owner shall, prior to the sale, lease, or rental of the Property, give written notice that a release of hazardous substances has come to be located on or beneath the Affected Area, pursuant to Health and Safety Code section 25359.7. Such written notice shall include a copy of this Covenant.

3.04. Conveyance of Property. Covenantors agree that the Owner shall provide notice to the Department not later than 30 days after conveyance of any ownership interest in the Property (except for mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect such proposed conveyance, except as otherwise provided by law, administrative order, or specific provision of this Covenant.

3.05. Costs of Administering this Covenant to be paid by the Owner. The Department has incurred and will, in the future, incur costs associated with the administration of this Covenant including any inspection of the property. Therefore, the Covenantor, hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs of administering, implementing, and enforcing this Covenant, including but not limited to the costs associated with the inspections described in Paragraph 5.02. Notwithstanding Civil Code section 1466, in the event the Property or subsequent property containing the Affected Area ownership changes between the time when the costs were incurred and the invoice of such costs is received, each Owner of the Property for the period covered by the invoice, as well as the then-current Owner is responsible for such costs.

ARTICLE IV RESTRICTIONS

4.01. Prohibited Uses. The Property or subsequent property containing the Affected Area shall not be used for any of the following purposes without further consultation with DTSC:

- (a) A residence, including any mobile home or factory-built housing, constructed or installed for use as residential human habitation.
- (b) A public or private school for persons under 21 years of age.
- (c) A day care center for children.
- (d) A hospital or a hospice for humans.

6

4.02. Soil Management

- (a) Activities that will disturb the soil, such as excavation, grading, removal, trenching, filling, earth movement, or mining, shall only be permitted on the Affected Area pursuant to a Soil Management Plan and a Health and Safety Plan submitted to and approved by the Department.
- (b) Any contaminated soil brought to the surface by grading, excavation, trenching, or backfilling shall be managed in accordance with all applicable provisions of state and federal laws.

4.03. Prohibited Activities. The following activities shall not be conducted at the Property in the Affected Area:

- (a) Raising of cattle, food crops, or agricultural products.
- (b) Drilling for drinking water, oil, or gas.
- (c) Extraction of groundwater.
- (d) Any activity that may disturb or adversely affect the integrity of the cap, shown on the map attached to this Covenant as Exhibit "B" and described in Exhibit "A" Paving is permitted so long as such surfacing does not disturb or adversely affect the integrity of the cap.

4.04. Access for Department. Covenantor agrees that the Department shall have reasonable right of entry, with 2 business day's advance notice and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect public health and safety or the environment.

4.05. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property and submit an annual report to the Department by January 15 of each calendar year. The annual report, filed under penalty of perjury by the then-current Owner, shall certify that the Property is being used in a manner consistent with this Covenant. The annual report shall describe how all the requirements outlined in this Covenant are being met. The annual report must include the dates, times, and names of those who conducted and reviewed the annual inspection. It also shall describe how the observations were performed and the basis for the statements and conclusions in the annual report (e.g., drive-by, walk-in, etc.). If violations of this Covenant are noted by the observer, the annual report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 days of identifying the violation, determine the identity of the party in violation, send a letter advising the party of the violation of this Covenant and demand that the violation cease immediately. Additionally, copies of any correspondence related to the enforcement of the Covenant shall be sent to the Department within 10 days of its original transmission.

ARTICLE V
ENFORCEMENT

5.01. Inspection. The Department will conduct a scheduled, periodic inspection of the Property or subsequent property containing the Affected Area, and the Affected Area, every 5 years, to ensure that the Covenantors and/or Owners

are complying with the Covenant. If the Department determines that a more frequent inspection schedule is necessary to ensure compliance with the Covenant, the Department will notify the Covenantor, in writing, of the new schedule and the basis for determining that a new schedule is necessary

5.02 Enforcement. Failure of the Covenantor and/or Owner to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property or subsequent property containing the Affected Area, and the Affected Area in violation of this Covenant ("Improvements" as used herein shall mean all buildings, roads, driveways, and paved parking areas, constructed or placed upon any portion of any property containing the Affected Area in violation of the Restrictions).

ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.01. Variance. Any Owner, or with the Owner's written consent, any Occupant of the Property or any portion of the Property may apply to the Department for a written variance from the provisions of this Covenant. The application shall be made in accordance with Health and Safety Code section 25202.6.

6.02. Termination. Any Owner, or with the Owner's written consent, any Occupant of the Property or any portion of the Property, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25202.6.

6.03. Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion of it to the public or anyone else for any purpose.

7.02. Department References. All references to the Department include successor agencies or other successor entity

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within ten days of the Covenantor's receipt of a fully executed original

7.04. Notices. Whenever any person gives or serves any notice ("Notice" means any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party

State of California

County of Los Angeles

On Nov. 14, 2007, before me, SANDRA L. KIRSCH

Notary Public, personally appeared LARRY CAMPBELL

personally known to me

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

WITNESS my hand and official seal,

Sandra L. Kirsch
Signature of Notary Public



10

EXHIBIT "1"

GRANT DEED FOR
THE PARCEL No 8026-041051

207571-22

80-146955

RECORDING REQUESTED BY
This instrument filed for record by
Lawyers Title Insurance Corporation as an
accommodation only. It has not been
examined as to its execution or as to its
effect upon the title.

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY CA
FEB 11 1980 AT 8 AM
Recorder's Office

FEE
\$4
21

Name: KRONA-FLEX, INC
Street Address: ATTN: JEROME C. BARR
12311 S. SHOEMAKER AVE.
City & State: SANTA FE SPRINGS, CA 90670

SUNNY MONUMENT THE 810 000000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Name: SAME AS ABOVE
Street Address:
City & State:

Corporation Grant Deed

TO 406 CA - 7-69 THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION receipt of which is hereby acknowledged
STANDARD PRECISION, INC.
a corporation organized under the laws of the state of
hereby GRANTS to KRONA-FLEX, INC, a CALIFORNIA CORPORATION

67

the following described real property in the CITY OF SANTA FE SPRINGS
County of LOS ANGELES State of California:

That portion of the Southwest quarter of Section 8, Township 3 South,
Range 11 West, Rancho Santa Gertrudes, more fully described in:

Exhibit "A" attached hereto and made a part hereof

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instru-
ment to be executed by its VICE President and Secretary
thereunto duly authorized.

Dated: February 5, 1980

Standard Precision, Inc.

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss
On February 5, 1980 before me, the under-
signed, a Notary Public in and for said State, personally appeared
Jerome C. Barr known
to me to be the Vice President and
Elizabeth G. Stuedle known to me to be

By Jerome C. Barr Vice President
By Elizabeth G. Stuedle Secretary

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 instru-
ment pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

Signature: George P. King
George P. King
Name (Typed or Printed)

OFFICIAL SEAL
GEORGE P. KING
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Jan. 13 1981

Title Order No. Escrow or Loan No.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

PARCEL 1:

2

That portion of the Southwest quarter of Section 8, Township 3 South, Range 11 West, Rancho Santa Gertrudes, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on map recorded in Book 1 Page 502 of Miscellaneous Records, in the office of the County Recorder of said County, bounded by the following described lines:

Commencing at the intersection of the Easterly prolongation of the Southerly line of the land described in the deed to Edith Etta Young, et al., recorded as Instrument No. 202 on June 23, 1945, in Book 22044 Page 259 of Official Records of said County with the Easterly line of said quarter section being distant along said Easterly line North 0°29'00" East 603.34 feet, more or less, from the Southeast corner of said quarter section; thence along said prolongation and said Southerly line North 89° 41' 23" West 184.86 feet to the true point of beginning; thence continuing along said Southerly line North 89° 41' 23" West 250.00 feet; thence South 0° 29' 00" West 556.71 feet to the Northerly line of Imperial Highway, 100 feet in width, said point being on a curve concave Southerly with a radius of 2050.00 feet; the radial bearing to said point being North 1° 36' 08" East; thence Southeasterly along said curve, an arc distance of 236.91 feet, more or less to the end thereof; thence tangent to said curve South 81° 46' 35" East 14.06 feet, more or less to a line that bears South 0° 29' 00" West and that passes through the true point of beginning; thence North 0° 29' 00" East 577.64 feet more or less, to the true point of beginning

EXCEPT that portion of said land included within South 30 feet of said section.

PARCEL 2:

A 5 foot easement for the purposes of establishing and maintaining a water line not to exceed 4 inches in diameter, to connect from the Sunnyside Water Company 4 inch main, the terminus of which is located at a point approximately 200 feet North of the intersection of the center lines of Imperial Highway and Shoemaker Avenue, said water line to proceed diagonally across the above described property, intersecting its western boundary at a point approximately 40 feet North of its Southwest corner; also a 10 foot easement for the purpose of constructing and maintaining a sewer line not to exceed 8 inches in diameter extending 10 feet inside and bounding on the Southerly boundary of said property.

EXCEPT any portion thereof within Shoemaker Avenue as conveyed to the City of Santa Fe Springs, by quit-claim deed recorded August 20, 1959 in Book D578 Page 99, Official Records as Instrument No. 3405

80-146953

"EXHIBIT A"

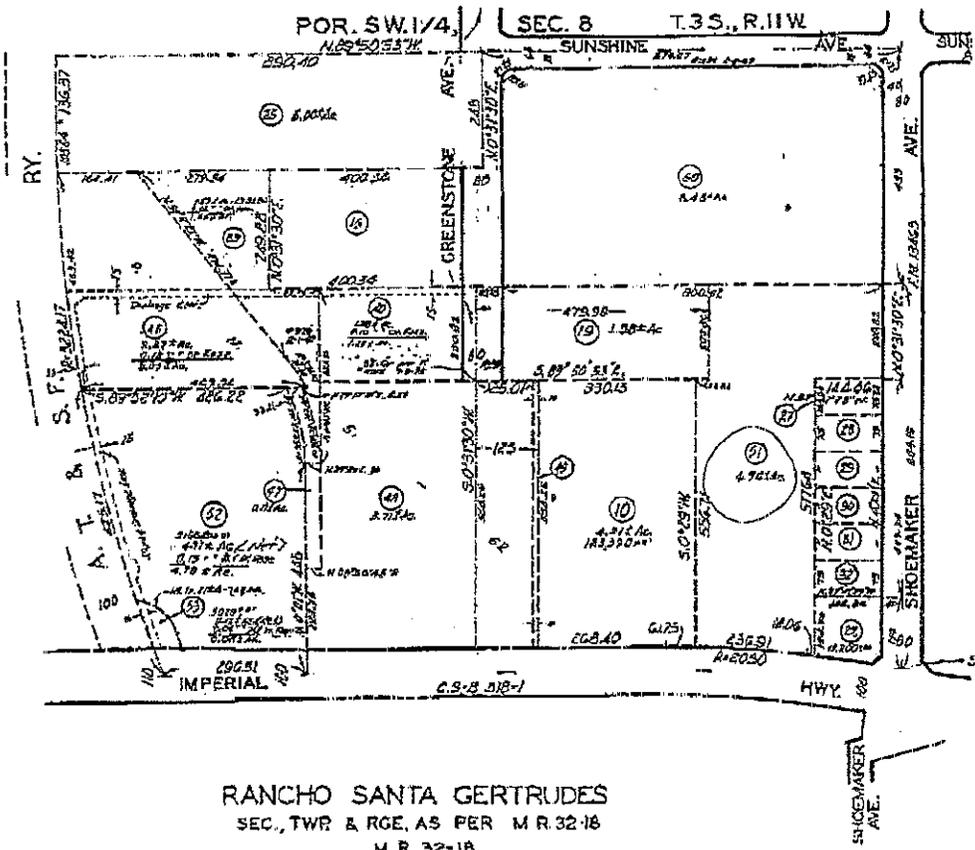
13

View Enlarged Map

View Printin
Instructions

County of Los Angeles: Rick Auerbach, Assessor

8026 41
SCALE 1" = 200'



RANCHO SANTA GERTRUDES
SEC., TWP & RGE. AS PER M R 32-18
M R 32-18

CODE
3000

FOR PREV. ASSM'T SEE
8026-21

8026-041-051

EXHIBIT "A"

DESCRIPTION FOR DEED RESTRICTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 11 WEST, RANCHO SANTA GERTRUDES, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 1 PAGE 502 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8, THENCE, WESTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION 8, SOUTH 89°52'02" WEST, 184.87 FEET TO A POINT OF INTERSECTION WITH SAID SOUTHERLY LINE AND THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF PARCEL 1 AS DESCRIBED IN INSTRUMENT NO. 80-146955, OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE, NORTHERLY ALONG SAID PROLONGATION, NORTH 00°29'00" EAST, 26.32 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE, NORTHERLY ALONG SAID EASTERLY LINE, NORTH 00°29'00" EAST, 132.58 FEET; THENCE, WESTERLY AT RIGHT ANGLES TO SAID EASTERLY LINE, NORTH 89°31'00" WEST, 37.03 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, NORTH 89°31'00"W, 80.00 FEET; THENCE, NORTH 00°29'00" EAST, 90.00 FEET; THENCE, SOUTH 89°31'00" EAST, 80.00 FEET; THENCE, SOUTH 00°29'00" WEST, 90.00 FEET TO THE TRUE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 7,200 SQ FT., 0.165 ACRES, MORE OR LESS.

Prepared by: 
Douglas Boynton, PLS4787
April 19, 2007

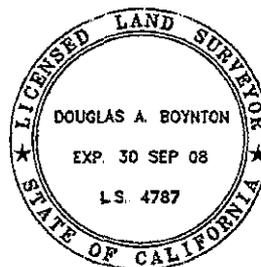
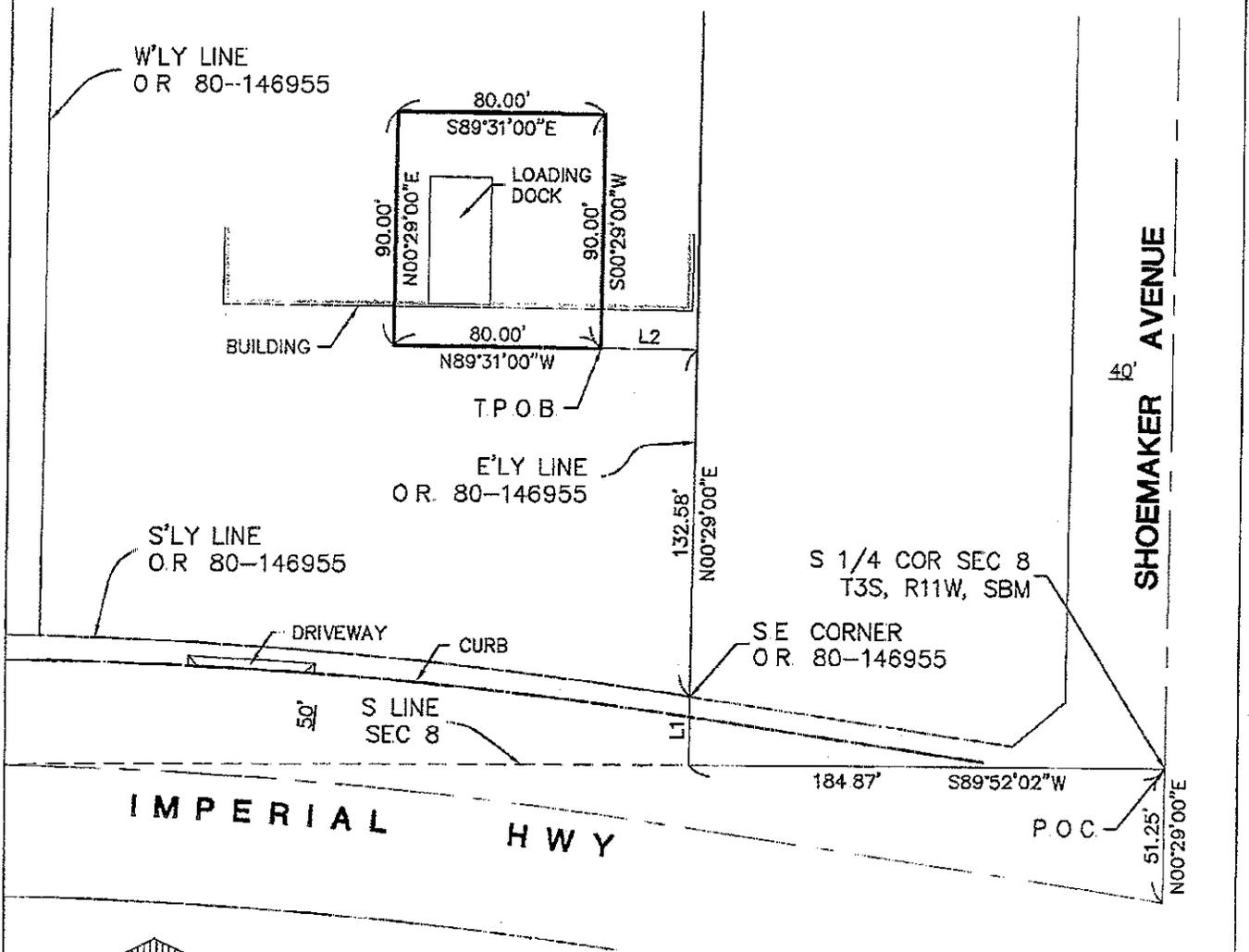


EXHIBIT "B"



SCALE 1" = 60'

LINE TABLE		
LINE	LENGTH	BEARING
L1	26.32'	N00°29'00"E
L2	37.03'	N89°31'00"W

State of California

County of Orange

On November 19, 2007, before me, Deborah R. Saito

Notary Public, personally appeared Stephen W. Lavinger

- personally known to me
 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

WITNESS my hand and official seal,

Deborah R. Saito
Signature of Notary Public

