

Los Angeles Regional Water Quality Control Board

August 25, 2015

Donald C. Nanney
Gilchrist & Rutter
A Professional Corporation
1299 Ocean Avenue, Suite 900
Santa Monica, CA 90401-1000

SUBJECT: Order Requiring a Technical Report Pursuant to California Water Code Section 13267, dated June 3, 2015, issued by the Los Angeles Regional Water Quality Control Board, Order No. R4-2015-065, to Northridge Properties, LLC, and Mr. Alan Skobin

SITE: Former Zero Corporation Facility, 777 North Front Street, Burbank, California, File No. 109.6162 (Site)

Dear Mr. Nanney:

On June 3, 2015, the Regional Water Quality Control Board, Los Angeles Region (Regional Board) issued an Order Requiring a Technical Report Pursuant to California Water Code Section 13267 Order No. R4-2015-065 to Northridge Properties, LLC, and Mr. Alan Skobin (Third Order). I understand that you, as counsel for Northridge Properties, LLC, (Northridge Properties), and Mr. Skobin, and Ms. Frances McChesney, attorney for the Regional Board, have discussed this matter. This letter confirms my understanding of those recent discussions regarding the Third Order and your Third Petition for Review, Request for Hearing and Request for Stay, dated July 2, 2015, SWRCB/OCC File A-2404 (Third Petition). I understand that you also discussed the following earlier orders and petitions regarding the Site:

- Order Requiring a Technical Report Pursuant to California Water Code Section 13267, dated May 10, 2011, issued by the Los Angeles Regional Water Quality Control Board to Northridge Properties, LLC, with regard to the Site (First Order), and Northridge Properties Petition for Review, Request for Hearing and Request for Stay, dated June 9, 2011, SWRCB/OCC File A-2167 (First Petition).
- Order Requiring a Technical Report Pursuant to California Water Code Section 13267, dated August 6, 2014, issued by the Regional Board to Northridge Properties, with regard to the Site (Second Order); which was withdrawn by the Regional Board Letter, dated September 24, 2015, Subject: Withdrawal of 13267 Order – (Order No. R4-2014-0075), regarding the Site; which Letter was issued subsequent to Northridge Properties Second Petition for Review, Request for Hearing and Request for Stay, dated September 4, 2014, SWRCB/OCC File A-2327 (Second Petition).

It is my intention that this letter clarifies and resolves certain matters regarding the First, Second and Third Petitions, as follows:

1. Site Designation Continues in Effect: The Regional Board was designated as the Administering Agency for the Site pursuant to Resolution No. 97-19, dated February 5, 1998, and Certified by Kenneth Selover, Chair, Site Designation Committee, on March 30, 1998 (the Site Designation). The Site Designation was issued under California's Unified Agency Review of Hazardous Materials Release Sites Law, California Health and Safety Code §§ 25260 *et seq.* (the Site Designation Law). The First Order was issued by the Regional Board with a cover letter, dated May 10, 2011 (First Order Cover Letter), which stated, among other things, that:

"The former responsible party, APW North America, received a Certificate of Completion from the Cal/EPA in 2002. This Regional Board is the administering agency of record and we have determined that *the Certificate is no longer binding on the Regional Board* [italics added]."

The Regional Board agrees that the statement – *the Certificate is no longer binding on the Regional Board* – and subsequent correspondence from this Regional Board may mean that the Regional Board was then acting, or would thereafter act, on its own under its normal regulatory authority, no longer as the Administering Agency under the Site Designation Law.

I wish to clarify and confirm that the statement in the letter dated May 10, 2011 is not accurate. The Regional Board remains the Administering Agency for the Site under the Site Designation Law.

2. Certificate of Completion Continues in Effect for VOCs. In addition, you expressed concern that the statement – *the Certificate is no longer binding on the Regional Board* – may reflect that the Certificate of Completion was no longer in effect and the Site was reopened completely, even though the First Order and the Second Order called for (and the Third Order calls for) environmental investigation of the Site only with respect to hexavalent chromium, while the Certificate of Completion specifically covered volatile organic compounds (VOCs). You seek assurance that the Certificate of Completion continues in effect regarding VOCs, at least,¹ and continues to be binding on the Regional Board and other state and local regulatory agencies.

With this letter, I am confirming that the Certificate of Completion remains binding as to VOCs, that the Site has not been reopened as to VOCs and that the Certificate of Completion also remains binding on all other state and local regulatory agencies pursuant to the terms of the Certificate of Completion and the Site Designation Law.

3. Withdrawal of Third Order as against Mr. Alan Skobin personally. The Third Order was directed to Northridge Properties, LLC, and to Mr. Skobin, personally. Both were named as responsible dischargers based on the Regional Board's information regarding current ownership of the Site and due to the unavailability of APW North America, Inc., as successor to Zero Corporation. You have provided information that Mr. Skobin is not personally an owner of

¹ I understand that Northridge Properties reserves its contention in the three Petitions that the Certificate of Completion applied, and applies, to more than VOCs. However, given the Regional Board's position that the Certificate of Completion applies only to VOCs, I am confirming only the effectiveness of the Certificate of Completion as to VOCs for purposes of this letter.

the Site. Documentation to that effect includes the following items that are enclosed with this letter:

- Corporation Grant Deed and Indenture, dated May 6, 2005, and recorded May 11, 2005, as Instrument No. 05 1111340 in the Official Records of Los Angeles County, California, whereby Ford Leasing Development Company (Grantor) granted the Site to Northridge Properties, LLC (Grantee). (Enclosure 1)

Mr. Skobin's name appears on the Grant Deed only in the return address, not as a Grantee. As you explained, he was merely the individual to whose care the original recorded Grand Deed was to be returned to Northridge Properties.

- Certification Declaration for Compliance with Fee Title Holder Notification Requirements (California Water Code Section 13307.1), dated August 13, 2014, signed by Mr. Skobin as Authorized Representative/Member and Contact Person for Northridge Properties. (Enclosure 2)
- Property Overview Report (relevant portions), generated August 12, 2015, from Chicago Title Website, showing that the owner of the Site is Northridge Properties. (Enclosure 3)

The Regional Board agrees, based on the information provided, that it will not consider Mr. Skobin to be responsible for compliance with the Third Order.²

4. Addition of Hexavalent Chromium to Certificate of Completion. The Regional Board confirms that if the additional boring called for by the Third Order (pursuant to an approved work plan to be submitted) yields a non-detect finding for hexavalent chromium at depth, and assuming that no other Site Designation consulting agency disagrees, the Regional Board will consider the Site adequately assessed with regard to hexavalent chromium and will add hexavalent chromium to the Certificate of Completion and will re-confirm Site closure accordingly. The Regional Board will allow you to review and comment on the revised Certificate of Completion in draft form prior to its issuance.

5. Oversight Cost Reimbursement Account Letter. On or about July 15, 2014, the Regional Board issued to Northridge Properties a letter entitled: Site Cleanup Program Oversight Cost Reimbursement Account – Former Zero Corporation Facility, 777 North Front Street, Burbank, California, RWQCB File No. 109.6162 (the Oversight Cost Reimbursement Account Letter). In that letter, the Regional Board requested that Northridge Properties sign and submit the Acknowledgement of Receipt of Oversight Cost Reimbursement Account Letter (i.e., Attachment 4 to that letter). Northridge Properties declined to complete Attachment 4 at that time for the reasons stated in your email to Lawrence Moore, Case Manager, on August 14, 2014.³

² I understand that Northridge Properties reserves its contention, as stated in the Third Petition, that it is not a responsible "discharger" with respect to the Site. The Regional Board reserves its right to include Mr. Skobin if information, not currently known to the Regional Board, indicates that by his actions he is a responsible "discharger" under Water Code section 13267 or 13304 with respect to the Site.

³ Northridge Properties signed and submitted Attachment 3 to the Oversight Cost Reimbursement Account Letter, i.e., the Certification Declaration for Compliance with Fee Title Holder Notification Requirements mentioned above and attached as Enclosure 2 to this letter.

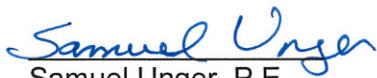
I understand that Northridge Properties will, upon receipt of this letter proceed to complete and sign Attachment 4 to the Oversight Cost Reimbursement Account Letter, as modified.⁴ The text of Attachment 4 has been modified as shown on Enclosure 4.

6. Abeyance of Third Petition. It is my understanding that you, on behalf of Northridge Properties and Mr. Skobin, agree to and have submitted or will submit a request for abeyance of the Third Petition immediately upon receipt of this letter and within 90 days of State Water Board's acknowledgement of receipt of the Third Petition. I understand that Northridge Properties and Mr. Skobin have the right to remove the Third Petition from abeyance at any time and that Northridge Properties and Mr. Skobin reserve all of their rights, remedies and defenses.

Please note that this letter is not intended to, and does not, impact the authority of the Regional Board under the Porter-Cologne Water Quality Control Act and other applicable laws.

If you have any questions, please contact Frances McChesney at (916)341-5174 or at Frances.McChesney@waterboards.ca.gov or Larry Moore at (213)576-6730 or at Lawrence.Moore@waterboards.ca.gov.

Sincerely,



Samuel Unger, P.E.
Executive Officer
Los Angeles Regional Water Quality Control Board

Enclosures:

1. Grant Deed;
2. Certification Declaration;
3. Property Profile Report Excerpts (Chicago Title);
4. Modified text for Attachment 4 to Oversight Cost Reimbursement Account Letter.

cc: **[By Email Only with Enclosures]**
Alan J. Skobin, Esq.
askobin@galpin.com

Frances McChesney
Office of Chief Counsel
State Water Resources Control Board
Frances.McChesney@waterboards.ca.gov

⁴ I understand that Northridge Properties does not accept as accurate the factual representations contained in the Oversight Cost Reimbursement Account Letter regarding (i) Site conditions, and (ii) the statement that "releases of chemicals from a former metal fabrication operation at the site have degraded the groundwater quality and beneficial uses of the State's waters." Nor does Northridge Properties admit to status as a responsible party or responsible discharger with respect to the Site. Rather, Northridge Properties agrees only to be responsible for paying oversight charges for the Site, and Northridge Properties reserves the right to revoke its consent to paying any further oversight charges for the Site upon written notice to the Regional Board.

bc: Joanne Griffin, OCC
Lawrence Moore, Los Angeles Regional
Board

FLM/jrm

August 24, 2015

s:\executive\occlattorneys\mcchesney (flm)\support staff\letters and memos\letter to d. nanney regarding 13267 order
8-24-15.doc

ECM#

This page is part of your document - DO NOT DISCARD

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RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
05/11/05 AT 08:00am

DEED

TITLE(S) : _____



LEAD SHEET

FEE

FEE \$68-M

B

A.F.N.F. CODE 94

D.T.T

TRANSFER TAX
NOT A PUBLIC RECORD

NOTIFICATION SENT-\$4 ©

CODE

20

CODE

19

CODE

9

Assessor's Identification Number (AIN)

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

Number of AIN's Shown

2449-037-011

001

THIS FORM NOT TO BE DUPLICATED

STALH LAND TITLE CO.
Recording requested by,
and when recorded, mail to:

05 1111340

Northridge Properties, LLC
c/o Alan J. Skobin, Esq.
Vice President and
General Counsel
Galpin Motors
15505 Roscoe Blvd.
North Hills, CA 91343

Mail tax statements as above

6152567-27

Space above this line for Recorder's use only

CORPORATION GRANT DEED AND INDENTURE

TRANSFER TAX
NOT A PUBLIC RECORD

FORD LEASING DEVELOPMENT COMPANY, a Delaware corporation, Grantor, hereby GRANTS to NORTHRIDGE PROPERTIES, LLC, a California limited liability company, Grantee, that certain real property situated in the City of Burbank, County of Los Angeles, State of California, and more particularly described in Exhibit "A," attached hereto and by this reference incorporated herein

This grant is made subject to easements, covenants, conditions, reservations and restrictions of record

This grant is also made subject to the following covenants restricting the use of the land granted herein, which covenants are intended by Grantor and by Grantee to run with the land as provided in California Civil Code Section 1468 as it exists as of the date hereof, and to be binding upon their respective successors and assigns. The burdened property is the real property described in Exhibit A. The property of Grantor intended to be benefited by the restrictive covenants is the real property described in Exhibit B, attached hereto and by this reference incorporated herein.

By its acceptance of the within grant, Grantee does hereby covenant and agree that it shall not use the land described in Exhibit A attached hereto ("Burdened Lands") for an Automotive Dealership as defined below for the sale of new motor vehicles of any brand whatsoever for a period of twenty five (25) years from the date hereof. In addition, Grantee does hereby covenant and agree that it shall not use the Burdened Land for (1) an Automotive Dealership for the sale, lease or distribution of used motor vehicles, nor (2) for any facility for the service or repair of motor vehicles, for a period of twenty five (25) years from the date hereof without in each case having first received the prior written consent of Grantor. The term Automotive Dealership shall mean any sales or leasing facility or activity for distribution, sale and/or leasing of new or used automobiles, sport utility vehicles, light or heavy trucks (by whatever source of motive power as to any of them)

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DOCUMENT TRANSFER TAX \$ Not A Public Record

☒ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED

☐ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE

[Signature]

Signature of Declarant or Agent determining tax Firm Name

3 |

These covenants are for the express benefit of the Benefited Property, Grantor and its successors and assigns.

The covenants provided for herein shall run with the Burdened Lands and shall be binding upon each successor owner, during his ownership of any portion of the Burdened Lands affected thereby and upon each person having an interest in the Burdened Lands derived through any owner thereof.

The covenants provided for herein shall automatically terminate and shall be of no further force or effect on the date which is twenty five (25) years from the date of recordation of this Grant Deed and Indenture.

Grantee acknowledges and agrees that a breach or potential breach of these covenants shall cause substantial harm and that monetary damages shall not be sufficient or adequate to remedy any such breach or potential breach. Therefore, the injured party shall have the right to seek injunctive relief, including an injunction requiring any Automotive Dealership or facility for the service or repair of automotive products on the Burdened Lands to be removed. The owners from time to time of the Burdened Lands shall not acquire any equitable rights whatsoever as a result of making any Automotive Dealership, service or repair improvements to the Burdened Lands.

Grantee hereby agrees, on its own behalf and on behalf of all successors and assigns of any interest in the Burdened Lands, that upon any sale, conveyance or other transfer of all or a portion of the Burdened Lands, it shall cause such transferee to expressly assume the restriction of the covenants herein contained in any deed transferring title. Such assumption shall also obligate each transferee to obtain such an assumption in each and every subsequent transfer of title from each subsequent transferee.

Grantee further agrees, on its own behalf and on behalf of all successors and assigns of any interest in the Burdened Lands, that if for any reason the within covenants and restrictions are deemed not to run with the land as to the Burdened Lands, then each of them shall be enforceable as an equitable servitude by Grantor, its successors and assigns of the Benefited Property, against Grantee, its successors and assigns.

NOTICE: THE REAL PROPERTY DESCRIBED IN EXHIBIT A IS SUBJECT TO THAT CERTAIN "AGREEMENT AND COVENANT NOT TO SUE FORD LEASING DEVELOPMENT COMPANY AND FORD FRONT REALTY CORP." BY AND BETWEEN THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND FORD LEASING DEVELOPMENT COMPANY, DATED MARCH 16, 2000, A TRUE AND CORRECT COPY OF WHICH WAS CERTIFIED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ON JUNE 28, 2000 AND RECORDED JULY 28, 2000 TOGETHER WITH THAT CERTAIN "NOTICE OF AGREEMENT AND COVENANT NOT TO SUE, BETWEEN THE U.S. ENVIRONMENTAL PROTECTION AGENCY AND FORD LEASING DEVELOPMENT COMPANY, INCLUDING ACCESS RIGHTS TO REAL PROPERTY," AS DOCUMENT # 00 1062454, OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA. BY ITS ACCEPTANCE OF THIS DEED GRANTEE ACKNOWLEDGES RECEIPT OF A TRUE COPY THEREOF.

(BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Grantor has caused these presents to be executed this 6 day of May, 2005.

GRANTOR: FORD LEASING DEVELOPMENT COMPANY
a Delaware corporation

By: *Diana L. Morris*
Vice President
Title: _____

Attest: *B. D. Hernan*
B. D. HERNAN
ASSISTANT SECRETARY
Title: _____

GRANTEE'S ACCEPTANCE

Northridge Properties, LLC, a California limited liability does hereby accept the within Grant Deed and restrictive covenant, agrees that the promises therein are supported by good and valuable consideration, and agrees that it and its successors and assigns are bound by the provisions thereof.

Date: _____, 2005

NORTHRIDGE PROPERTIES, LLC,
a California limited liability company

By: _____
Title: Managing Member

EXECUTED IN COUNTERPART

IN WITNESS WHEREOF, Grantor has caused these presents to be executed this 6 day of _____, 2005.

GRANTOR: FORD LEASING DEVELOPMENT COMPANY
a Delaware corporation

By: _____

Title: _____

Attest: _____

Title: _____

EXECUTED IN COUNTERPART

GRANTEE'S ACCEPTANCE

Northridge Properties, LLC, a California limited liability does hereby accept the within Grant Deed and restrictive covenants, agrees that the promises therein are supported by good and valuable consideration, and agrees that it and its successors and assigns are bound by the provisions thereof.

Date: 5/9, 2005

NORTHRIDGE PROPERTIES, LLC,
a California limited liability company

By: A.E. [Signature]

Title: Managing Member

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ALL-PURPOSE ACKNOWLEDGMENTS

State of Michigan)
) ss
County of Wayne)

On May 6, 2005 before me, Melinda Jasey, personally appeared Diane Morris, Vice President, Ford Leasing Development Company, 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.

WITNESS my hand and official seal.



(SEAL)

Mary Melinda Jasey
Signature

Mary Melinda Jasey
Notary Public, Wayne County, Michigan
My Commission Expires August 19, 2007

State of California)
) ss
County of Los Angeles)

On _____, 200__ before me, _____
(name, title of officer), personally appeared _____,
[] 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.

WITNESS my hand and official seal.

Signature

(SEAL)

7

ALL-PURPOSE ACKNOWLEDGMENTS

State of Michigan)
) ss
County of Wayne)

On _____, 200____ before me, _____
(name, title of officer), personally appeared _____,
[] 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.

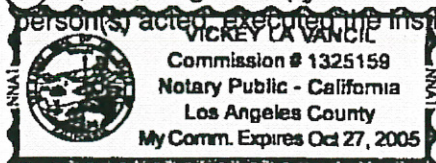
WITNESS my hand and official seal.

Signature

(SEAL)

State of California)
) ss
County of Los Angeles)

On May 9, 2005 before me, Vickey LaVancil, Notary Public
(name, title of officer), personally appeared H.F. Beckmann, II,
[✓] 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.



WITNESS my hand and official seal.

Vickey LaVancil
Signature

(SEAL)

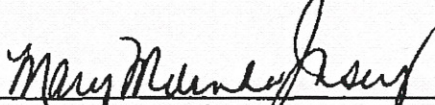
05 1111340

ALL-PURPOSE ACKNOWLEDGMENTS

State of Michigan)
) ss
County of Wayne)

On May 6, 2005 before me, Melinda Jasey, personally appeared Bonnie Hernan, Assistant Secretary, Ford Leasing Development Company, 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.

WITNESS my hand and official seal.



Signature

(SEAL)

Mary Melinda Jasey
Notary Public, Wayne County, Michigan
My Commission Expires August 19, 2007

State of California)
) ss
County of Los Angeles)

On _____, 200____ before me, _____
(name, title of officer), personally appeared _____,
[] 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.

WITNESS my hand and official seal.

Signature

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

BURDENED PROPERTY

9

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel 1:

Lots 14 and 15 of Tract No. 5617, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 85, Page 77 of Maps, in the office of the County Recorder of said County

Parcel 2:

Lots 3, 4, 5, 6, 7, 8 and 9 of Tract No. 5617, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 85, Page 77 of Maps, in the office of the County Recorder of said County.

EXCEPT therefrom those portions thereof described as a whole as follows:

Beginning at the most Northerly corner of said Lot 9; thence Southeasterly along the Northeasterly lines of said Lots 9, 8, 7, 6, 5, 4, 3, to the most Easterly corner of said Lot 3; thence Southwesterly along the Southeasterly line of said Lot 3 to the most Southerly corner thereof; thence Northwesterly along the Southwesterly line of said Lot 3; a distance of 15.28 feet to a point on a curve concave Southwesterly, and having a radius of 1,746 feet; thence Northwesterly along said curve, through an angle of 11° 31' 17" an arc distance of 351.07 feet to a point on the Northwesterly line of said Lot 9, distant thereon 24.16 feet Southwesterly from said most Northerly corner thereof; thence Northeasterly along said Northwesterly line of said Lot 9, a distance of 24.16 feet to the point of beginning.

Parcel 3:

Lots 10, 11, 12 and 13 of Tract No. 5617, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 85, Page 77 of Maps, in the office of the County Recorder of said County.

EXCEPT from said land that portion of thereof, described as follows:

Beginning at the most Easterly corner of said Lot 10; thence Southwesterly along the Southeasterly line of said Lot 10; a distance of 24.16 feet; thence Northwesterly along a curve concave Southwesterly and having a radius of 1,746 feet, an arc distance of 198.08 feet to a point on the Northeasterly line of said Lot 13, distant thereon 1.44 feet Southeasterly from the most Northerly corner of Lot 13, thence Southeasterly along the Northeasterly lines of said Lots 13, 12, 11 and 10 to the point of beginning.

Parcel 4:

Those portions of Lots 16 and 18 in Block 64 of Town of Burbank, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 17, Page 19 of

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Miscellaneous Records, in the office of the County Recorder of said County, described as a whole as follows:

Beginning at the most Westerly corner of said Lot 18; thence Southeasterly along the Southwesterly line of said lot to the intersection thereof with the Northwesterly line of San Jose Avenue, 60 feet wide, as described in deed recorded in Book 3034, Page 316, Official Records, thence Northeasterly along said Northwesterly line of San Jose Avenue, a distance of 7.52 feet to the Northeasterly line of the land described in deed recorded in Book 33012, Page 309, Official Records, as Parcel 2; thence Northwesterly along said last mentioned Northeasterly line to a point on the Northwesterly line of said Lot 16, distant along the Northwesterly lines of said Lots 18 and 16, 120.02 feet Northeasterly from said most Westerly corner of said Lot 18; thence Southwesterly along said Northwesterly lines of said Lots 16 and 18; a distance of 120.02 feet to the point of beginning.

Parcel 5:

Those portions of Cypress Avenue and Front Street, in the City of Burbank, County of Los Angeles, State of California, as shown on said map of Town of Burbank, as per map recorded in Book 17, Pages 19 et seq. of Miscellaneous Records, in the office of the County Recorder of said County, vacated by Resolution No. 6190, passed by the Council of said City of Burbank, on May 19, 1950, a certified copy thereof having been recorded in Book 33185, Page 116 of Official Records, of said County, and described as a whole as follows:

Beginning at the most Westerly corner of Lot 18 in Block 64 of said Town of Burbank, thence North $41^{\circ} 16' 39''$ East along the Northwesterly lines of said Lots 18 and 16 in said Block 64, a distance of 120.02 feet to the most Northerly corner of the land described as Parcel 2 in said deed to the State of California, recorded in Book 33012, Page 309, Official Records of said County; thence North $24^{\circ} 52' 30''$ West along the Northwesterly prolongation of the Northeasterly line of said Parcel so described in said last mentioned deed, a distance of 65.60 feet to a point in the Northwesterly line of said Cypress Avenue, 60 feet wide, distant thereon 49.66 feet Southwesterly from the most Southerly corner of Lot 1 of Tract No. 5617, as per map recorded in Book 85, Page 77 of Maps; records of said County; thence Southwesterly, along said Northwesterly line of Cypress Avenue, to the intersection thereof with the Southwesterly line of said Front Street, 66 feet wide; thence South $43^{\circ} 33' 18''$ East along said Southwesterly line of Front Street, a distance of 381.53 feet, more or less, to the Southwesterly prolongation of the Northwesterly line of said San Jose Avenue, 60 feet wide; thence along said Southwesterly prolongation, North $41^{\circ} 15' 35''$ East a distance of 65.27 feet to the Southwesterly line of said Lot 18; thence North $43^{\circ} 33' 18''$ West along said Southwesterly line of said Lot 18, a distance of 321.34 feet to the point of beginning.

Parcel 6:

That portion of Bonnywood Place, as shown on map of Tract No. 5617, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 85, Page 77 of Maps, in the office of the County Recorder of said County, vacated by Resolution No. 6190, passed by the Council of said City of Burbank, on May 16, 1950, a certified copy thereof having been recorded in Book 33185, Page 116, Official Records, of said County, and described as follows:

Beginning at the most Northerly corner of Lot 14 in said Tract No. 5617; thence Southeasterly along the Northeasterly lines of Lots 14 and 13 of said Tract, to a point distant thereon 1.44 feet Southeasterly from the most Northerly corner of said Lot 13, said last mentioned point being a

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point on a curve concave Southwesterly and having a radius of 1,746 feet; thence Northwesterly along said curve, through an angle of $1^{\circ} 14' 24''$ an arc distance of 51.50 feet, to a point on the Northeasterly prolongation of the Northwesterly line of said Lot 14; said last mentioned point being distant along said Northeasterly prolongation 2.55 feet Northeasterly from said most Northerly corner of Lot 14; thence Southwesterly along said Northeasterly prolongation, a distance of 2 55 feet to the point of beginning.

Parcel 7:

Those portions of Lots 3 and 4 in Block 91 of the Rancho Providencia and Scott Tract, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 43, Page 47 et seq. of Miscellaneous Records, of said County, lying Southwesterly of the Southwesterly line of Tract No. 5617, recorded in Book 85, Page 77 of Maps.

EXCEPT therefrom the Southwesterly 67 feet (measured at right angles) of said Lots 3 and 4.

ALSO EXCEPT from said Lot 4 that portion thereof described as follows:

Beginning at the most Southerly corner of Lot 1 of Tract No. 5617, as per map recorded in Book 85, Page 77 of Maps; thence South $41^{\circ} 16' 39''$ West along the Southwesterly prolongation of the Southeasterly line of said Lot 1, a distance of 49.66 feet; thence North $24^{\circ} 62' 30''$ West a distance of 58.54 feet; thence Northwesterly along a curve concave Southwesterly tangent to said last described line and having a radius of 1,746 feet, an arc distance of 66.96 feet to a point on the Southwesterly line of Lot 3, of said Tract 5617, said point being distant along the Southwesterly lines of Lots 1, 2 and 3, Tract No. 5617, a distance of 115.28 feet from said most Southerly corner of Lot 1, thence Southeasterly along the said Southwesterly line of said Lots 3, 2 and 1, a distance of 115.28 feet to the point of beginning.

Parcel 8:

Those portions of Lots 6, 7 and 8 of Tract No. 2792, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 28, Page 15 of Maps, in the office of the County Recorder of said County, lying Southeasterly of a line parallel with and distant Northwesterly 85 feet at right angles from the Southeasterly line of said Lots 6, 7 and 8.

EXCEPT from said Lots 7 and 8 those portions lying Southwesterly of the Northeasterly line of the land conveyed to the Southern Pacific Railway Company, by deed recorded in Book 4681, Page 111, Official Records, in the office of the County Recorder of said County.

ALSO EXCEPT from said Lot 6 that portion thereof, described as follows:

Beginning at the intersection of the Easterly line of said Lot 6 with a line parallel with and distant 85 feet Northwesterly measured at right angles from the Southeasterly line of said lot; thence Southwesterly along said parallel line a distance of 6.50 feet to a point on a curve concave Southwesterly and having a radius of 1,746 feet; thence Southeasterly along said curve, through an angle of $0^{\circ} 22' 51''$ an arc distance of 11.61 feet to a point on said Easterly line of said lot, distant thereon 12.98 feet Southerly from said point of beginning; thence Northerly along said Easterly line a distance of 12.98 feet to the point of beginning.

Parcel 9:

Those portions of Lots 6, 7 and 8 of Tract No. 2792, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 28, Page 15 of Maps, in the office of

the County Recorder of said County, lying Northwesterly of a line parallel with and distant Northwesterly 85 feet at right angles from the Southeasterly line of said Lots 6, 7 and 8.

EXCEPT from Lots 7 and 8, those portions lying Westerly of the Easterly lines of Parcels 1 and 2 as described in the deed to Southern Pacific Railroad Company, recorded in Book 4681, Page 111, Official Records.

ALSO EXCEPT that portion of said Lot 8, which lies Westerly of the Easterly line of the land condemned for flood control purposes by Final Decree of Condemnation, entered in Case No. 474741, Los Angeles County Superior Court, a certified copy of said Decree being recorded in Book 19995, Page 375, Official Records.

ALSO EXCEPT for said land that portion thereof described as follows:

Those portions of Lots 6, 7 and 8 of Tract No. 2792, described as follows:

Beginning at the most Northerly corner of said Lot 6, thence South 68° 02' 26" West along the Northwesterly lines of said Lots 6, 7 and 8 to a point distant thereon 19.81 feet Southwesterly from the most Northerly corner of said Lot 8; thence South 60° 27' 30" East, a distance of 179.12 feet; thence Southeasterly along a curve concave Southwesterly tangent to the last described line and having a radius of 1,746 feet, an arc distance of 254.95 feet to a point on a line parallel with and distant 85 feet Northwesterly, measured at right angles from the Southeasterly line of said Lot 6; thence North 41° 16' 51" East, along said last mentioned parallel line, a distance of 6.50 feet to the Northeasterly line of Lot 6; thence Northwesterly along said Northeasterly line of Lot 6; a distance of 347.67 feet to the point of beginning.

ALSO EXCEPT from the remainder of said Lots 7 and 8, those portions thereof lying Northwesterly of a line parallel with and distant Southeasterly 60 feet, measured at right angles from, the Northwesterly lines of said Lots 7 and 8.

Parcel 10:

That portion of Lot 5 of Tract No. 2792, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 28, Page 15 of Maps, in the office of the County Recorder of said County, described as follows.

Beginning at the most Southerly corner of said lot; thence along the Southeasterly line of said Lot 5, North 41° 15' 50" East 40.10 feet to a non-tangent curve concave Southwesterly and having a radius of 1,746.00 feet; thence from a tangent bearing North 49° 20' 21" West, Northwesterly along said curve through an angle of 2° 27' 19", an arc distance of 74.82 feet to a point in the Westerly line of said Lot 5, distant along said Westerly line, 83.75 feet from said most Southerly corner; thence Southerly along said Westerly line 83.75 feet to the point of beginning.

EXCEPT therefrom all minerals, oils, gases and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described without, however the right to drill, dig or mine through the surface thereof as disclosed in deed from the State of California recorded June 9, 1965 as Instrument No. 4355 of Official Records.

Parcel 11:

That portion of Bonnywood Place, lying Northeasterly of Lot 15 and within the Northeasterly prolongations of the Northwesterly and Southeasterly lines of said Lot 15 of Tract No. 5617, in

13
the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 85, Page 77 of Maps, in the office of the County Recorder of said County, as vacated by the City Council of said City in Resolution No. 6190 recorded May 19, 1950 in Book 33185, Page 116 of Official Records of said County, described as follows:

Beginning at the most Northerly corner of said Lot 15 in said Tract No. 5617; thence Southeasterly along the Northeasterly lines of Lots 15, 14 and 13 of said Tract, to a point in the Northeasterly line of said Lot 13, distant 1.44 feet Southeasterly from the most Northerly corner of said Lot 13; said point being on curve in the Southwesterly line of the land conveyed to the State of California for highway purposes October 19, 1945 by Superior Court Case No. 506667 as shown on Clerk's Field Map No. 2295 in the office of the County Surveyor of said County, said curve being concave Southwesterly, having a radius of 1,746.00 feet; thence Northwesterly along said Southwesterly line, through an angle of 4° 13' 59" an arc distance of 129.00 feet to a point in the Northeasterly prolongation of the Northwesterly line of said Lot 15, distant Northeasterly thereon 3.50 feet from the most Northerly corner thereof; thence Southwesterly along said prolongation 3.50 feet to the point of beginning.

ASSESSOR'S PARCEL NUMBER 2449-037-011

EXHIBIT B

14

BENEFITED PROPERTY

1. 14923 E. Desman Road
La Mirada, CA
Los Angeles Service School
APN: 7001-010-049
2. 531 Quality Circle
Woodland Hills, CA
APN:
3. 8955 Olympic Blvd.
Beverly Hills, CA
APN: 000-4333-004-017
018
019
4. 9500 Lakewood Blvd.
Downey, CA
APN: 6363-001-021
028
029
052
6390-001-014
5. 9515 Lakewood Blvd.
Downey, CA
APN: 6363-003-012
019
6363-002-021
6. 2539 E. Garvey
West Covina, CA
APN: 000-8453-015-020
7. 21701 Ventura Blvd.
Woodland Hills, CA
APN: 2168-027-030



CHICAGO TITLE COMPANY



Property Overview

Chicago Title



Primary Owner: NORTHRIDGE PROPERTIES LLC

Secondary Owner:

Mail Address: 15505 ROSCOE BLVD
NORTH HILLS, CA 91343-6503

Site Address: 777 N FRONT ST
BURBANK, CA 91502-1616

APN: 2449-037-011

Housing Tract Number:

Lot Number:

Legal Description: **Legal Brief Description:** CITY: REGION/CLUSTER:
29/29885 LOT COM AT INTERSECTION OF SW LINE OF
FRONT ST (PER C F 2295) WITH SW PRO- LONGATION OF
NW LINE OF SAN JOSE AVE 60 FT WIDE
City / Muni / Twp: REGION/CLUSTER: 29/29885

Property Details

Bedrooms: 0	Year Built:	Square Feet:
Bathrooms: 0	Garage:	Lot Size: 8.07 AC
Total Rooms:	Fireplace:	Number of Units: 0
Zoning: BUM2*	Pool:	Use Code: Industrial-Vacant Land
No of Stories:		
Building Style:		

Sale Information

Transfer Date: 05/11/2005	Seller: FORD LEASING DEVELOPMENT CO,	
Transfer Value: \$0.00	Document#: 05-1111340	Cost/Sq Feet:
Title Company: COMMONWEALTH TITLE		



CHICAGO TITLE COMPANY



Property History

Chicago Title

NORTHRIDGE PROPERTIES LLC
777 N FRONT ST, BURBANK, CA 91502-1616
APN: 2449-037-011 LOS ANGELES COUNTY

Prior Transfer - 05/11/2005

Recording Date:	05/11/2005	Document#:	05-1111340
Price:	\$0.00	Document Type:	Corporation Deed
First TD:	\$0.00	Type of Sale:	
First TD Doc:	05-1111341		
Lender Name:	FORD LEASING DEVELOPMENT CO		
Buyer Name:	NORTHRIDGE PROPERTIES LLC,	Buyer Vesting:	N/A
Seller Name:	FORD LEASING DEVELOPMENT CO,		
Legal Description:	Lot Number: 3-15 Tract Number: 5617 Map Ref: MB85 PG77 Legal Brief Description: PORTION LOTS16&18 BLK64 TOWN BURBANK MR17 PG19: POR LOTS3&4 BLK91 RANCHO PROVIDENCIA & SCOTT TRACT M City / Muni / Twp: BURBANK		

Prior Transfer - 03/25/1998

Recording Date:	03/25/1998	Document#:	98-0494005
Price:	\$0.00	Document Type:	Grant Deed
First TD:	\$0.00	Type of Sale:	
Lender Name:			
Buyer Name:	FORD LEASING DEVELOPMENT COMPANY,	Buyer Vesting:	N/A
Seller Name:	ZERO CORP,		
Legal Description:	Lot Number: 14&15,3-9 Tract Number: 5617 Map Ref: MB85 PG77 City / Muni / Twp: BURBANK		

LIMITATIONS OF LIABILITY

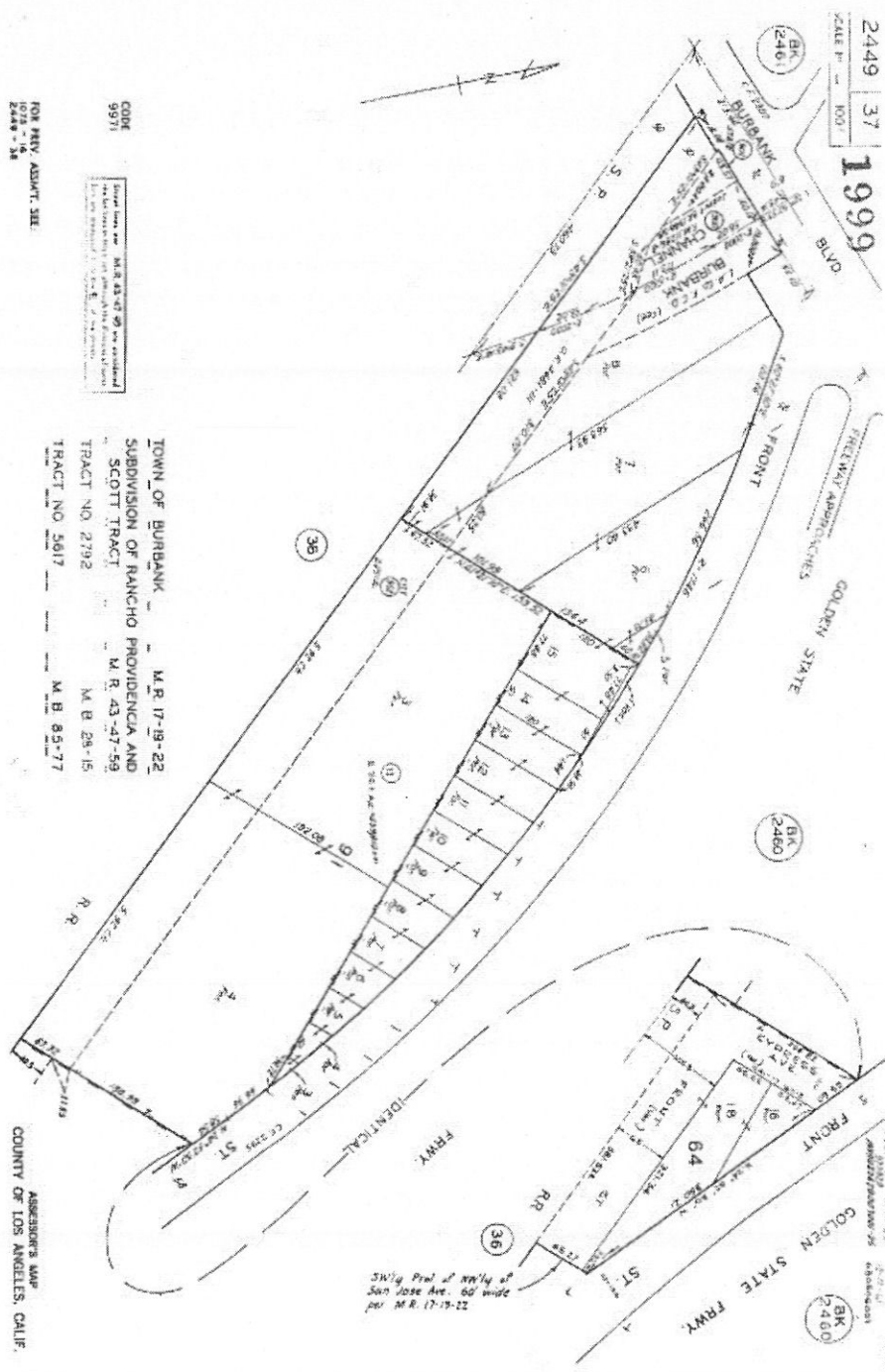
THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABSTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS, OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.

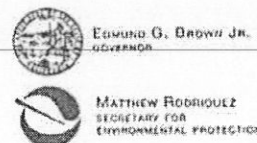
This property profile is being provided as a general service to the community at large without the condition of the referral of title insurance business.



Property Map

Chicago Title





Los Angeles Regional Water Quality Control Board

ATTACHMENT 3

CERTIFICATION DECLARATION FOR COMPLIANCE WITH FEE TITLE HOLDER NOTIFICATION REQUIREMENTS (California Water Code Section 13307.1)

Please Print or Type

Fee Title Holder(s): Northridge Properties, LLC

Mailing Address: 15505 Roscoe Boulevard, North Hills, CA 91343

Contact Person: Alan Skobin

Telephone Number / E-mail: 818-778-2970 / askobin@galpin.com

Site Name: Former Zero Corporation Facility

Address: 777 N. Front Street, Burbank, CA 91502

County Assessor Parcel Number (APN): 2449-037-011

Contact Person: Alan Skobin

Telephone Number / E-mail: See Above

File Number: 109.6162 SCP No. _____

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." (See attached page for who shall sign the Certification Declaration).

Northridge Properties, LLC
by Alan Skobin
Printed Name of Person Signing

AS
Signature

Authorized Representative / Member
Official Title

8/13/14
Date Signed

CHARLES STURGEON, CHAIR | SAMUEL UNGER, EXECUTIVE OFFICER

320 West 4th St., Suite 200, Los Angeles, CA 90013 | www.waterboards.ca.gov/losangeles

Los Angeles Regional Water Quality Control Board

ATTACHMENT 4

**ACKNOWLEDGEMENT OF RECEIPT OF
OVERSIGHT COST REIMBURSEMENT ACCOUNT LETTER**

I, Alan Skobin, acting within the authority vested in me as an authorized representative of Northridge Properties, LLC, a California limited liability company, acknowledge that I have received and read a copy of the attached *REIMBURSEMENT PROCESS FOR REGULATORY OVERSIGHT* and the cover letter dated July 15, 2014, concerning cost reimbursement for Regional Board staff costs involved with oversight of environmental response efforts at Former Zero Corporation in Los Angeles County. The site address is 777 N. Front Street, Burbank, California.

I understand the reimbursement process and billing procedures as explained in the letter. Our company is willing to participate in the cost recovery program and pay all subsequent billings in accordance with the terms in your letter and its attachments, *and to the extent required by law*. I also understand that signing this form does not constitute any admission of liability, but rather only an intent to pay for costs associated with oversight, *as set forth above, and to the extent required by law*. Billings for payment of oversight costs should be mailed to the following individual and address:

BILLING COMPANY: Northridge Properties, LLC

BILLING CONTACT: Attn: Alan J. Skobin

BILLING ADDRESS: 15505 Roscoe Blvd, North Hills, CA 91343

TELEPHONE NO: (818) 778- 2970 **E-Mail:** askobin@galpin.com

AUTHORIZED SIGNATURE: _____

(Title)

DATE: _____

SCP or WIP NO. 109.6162

SITE ID NO. To Be Determined