STATE OF CALIFORNIA
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

RESOLUTION R5-2012-0097

AUTHORIZING THE EXECUTIVE OFFICER
TO ENTER INTO AN AGREEMENT FOR MUTUAL RELEASE AND
COVENANT NOT TO SUE WITH DOWBRANDS, INC. AND EITHER SAINT ANTHONY'S
BREAD BASKET, INC. AND THE FRESNO COUNTY HOUSING AUTHORITY OR ROYAL
OAKS BUSINESS PARK, LLC
FOR THE PROPERTY AT
2696 SOUTH MAPLE AVENUE, FRESNO
FRESNO COUNTY, CALIFORNIA

WHEREAS, the California Regional Water Quality Control Board, Central Valley Region ("Central Valley Water Board" or "Board") finds that:

1. **Properties and Jurisdiction:** Champion Parts Rebuilders, Inc. ("CPR") and Autoline Industries, Inc. ("Autoline") previously owned and operated an auto parts manufacturing/rebuilding facility at 2696 South Maple Avenue, Fresno, Fresno County, California, comprising approximately 14 acres, as more particularly described in Exhibit "A" (the "CPR/Autoline Property"). Operations at the CPR/Autoline Property ceased in 1997. DowBrands, Inc. ("DowBrands") previously operated a plastic bag and plastic film production facility at 4787 East Date Avenue, Fresno, Fresno County, California, as more particularly described in Exhibit "B" (the former "DowBrands Property"). S.C. Johnson & Son, Inc. ("SCJ") currently owns the DowBrands Property. Together, the CPR/Autoline Property and the DowBrands Property are referred to as the "Properties." The Central Valley Water Board has jurisdiction over both the CPR/Autoline Property and the DowBrands Property.

2. **Cleanup Requirements:** CPR and Autoline were required to investigate the CPR/Autoline Property pursuant to an Order issued on 1 May 2006 pursuant to Water Code section 13267 (the "13267 Order"). DowBrands is not currently under an order requiring investigation or remediation of degradation originating from the DowBrands Property. DowBrands has, on a voluntary basis, conducted investigation and remediation activities for soil and groundwater degradation at the DowBrands Property with oversight by the Board, as described in paragraph 3, below, and DowBrands has investigated groundwater conditions off-site of the DowBrands Property.

3. **Investigation and Remediation Accomplished**: SCJ and DowBrands, on behalf of SCJ, have investigated and remediated soil and groundwater conditions on-site at the DowBrands Property. Impacted soil at the DowBrands Property was remediated using soil vapor extraction to the satisfaction of the Central Valley Water Board.

Investigations performed by DowBrands indicate that VOCs in groundwater from the DowBrands Property may extend to the northwest of the DowBrands Property. Constituents of concern in soil and groundwater associated with the DowBrands Property are chlorinated volatile organic chemicals ("VOCs"), their transformation byproducts, and associated chemicals. The primary VOCs are tetrachloroethene ("PCE") and 1,1-dichloroethylene ("1,1-DCE") with lesser amounts of dichloroethane ("DCA") and trichloroethylene ("TCE"). Constituents of concern in groundwater associated with the CPR/Autoline Property are dominated by 1,1-DCE, and include PCE. Groundwater beneath and in the vicinity of the DowBrands Property and CPR/Autoline Property has also been impacted by contaminants not associated with or originating from the DowBrands Property or the CPR/Autoline Property. These contaminants include 1,2-dibromo-3-chloropropane ("DBCP") and nitrate; both of which occur in groundwater at concentrations above their respective maximum contaminant levels as promulgated in Title 22, California Code of Regulations, Division 4, Chapter 15. There may be other sources of VOCs in groundwater downgradient of the DowBrands Property and/or the CPR/Autoline Property.

4. **Redevelopment Plans:** Saint Anthony's Bread Basket, Inc. ("St. Anthony's") and Royal Oaks Business Park, LLC ("Royal Oaks") (collectively referred to as the "Prospective Purchasers") are both exploring the purchase and redevelopment of the CPR/Autoline Property. As prospective purchasers, St. Anthony's and Royal Oaks have both indicated a willingness to remediate impacted soil at the CPR/Autoline Property as specified in this Resolution and attached versions of the Mutual Release and Covenant Not to Sue document. Should either of the Prospective Purchasers acquire the CPR/Autoline property, the purchasing entity will prepare a Soil Management Plan to be approved by the Board before any demolition of buildings located at the CPR/Autoline Property takes place. Both Prospective Purchasers have offered to complete site remediation of impacted soil at the CPR/Autoline Property, as defined below, in consideration of a Mutual Release and Covenant Not to Sue with the Central Valley Water Board that would limit the Prospective Purchasers' environmental obligations.

5. **Agreement will be entered into with Prospective Purchaser that Acquires Title to the CPR/Autoline Property First:** Both Prospective Purchasers have stated that their negotiations for the purchase of the CPR/Autoline Property (which include resolving outstanding property taxes with Fresno County) cannot be completed unless and until the Board defines their prospective environmental obligations through the adoption of a resolution that would authorize the Executive Officer to enter into a Mutual Release and Covenant Not to Sue with the Prospective Purchaser that acquires title to the CPR/Autoline Property. This resolution authorizes the Executive Officer to enter into a Mutual Release and Covenant Not to Sue with the first of the Prospective Purchasers that acquires title to the CPR/Autoline Property.

6. **Involvement of the Fresno County Housing Authority:** St. Anthony's plans for purchasing the CPR/Autoline Property involve purchasing the property from the Fresno County Tax Collector in partnership with the Fresno County Housing Authority. The Fresno County Housing Authority seeks the same protection from potential liability as St. Anthony's. This resolution authorizes the Executive Officer to enter into a Mutual Release and Covenant Not to Sue with the Fresno County Housing Authority should it participate in the purchase and redevelopment of the CPR/Autoline Property with St. Anthony's.

7. **Remediation Plans Proposed by Prospective Purchasers:** Both Prospective Purchasers have proposed remediation plans that are acceptable to the Central Valley Water Board.

    a. **St. Anthony's Proposal:** St. Anthony's proposes to remediate VOCs in on-site soils at the CPR/Autoline Property as proposed in a 18 April 2012 soil remediation workplan ("St. Anthony's Workplan") prepared by Technicon Engineering Services, Inc. ("Technicon") attached hereto as Exhibit "C." The St. Anthony's Workplan proposes eleven soil vapor extraction ("SVE") wells installed to a depth of 55 feet below ground surface ("bgs"). The boreholes for the SVE wells will be sampled at 10-foot intervals and select soil samples analyzed for VOCs using EPA Method 8260. The SVE wells will be constructed using 2-inch diameter PVC and screened from 10 to 55 feet bgs. A 20-hp blower connected to two 2,000-pound activated carbon units is proposed as part of the SVE system. The St. Anthony's Workplan estimates that the system will operate for approximately 18 months. The SVE system will be monitored at start-up and then quarterly. When SVE monitoring and sampling suggests that clean-closure attainment levels have been achieved, a confirmation investigation will be proposed and conducted. At the completion of the confirmation investigation, a report will be prepared which will include findings and evaluations. St. Anthony's will, at a minimum, implement and complete the St. Anthony's Workplan as proposed. St. Anthony's obligations shall not include remediation of impacted groundwater.

    b. **Royal Oaks Proposal:** Royal Oaks proposes to remediate VOCs in on-site soils at the CPR/Autoline Property as proposed in a 12 April 2010 remedial action plan ("Royal Oaks RAP") prepared by SLR International Corp attached hereto as Exhibit "D." The RAP proposes nine SVE wells installed to a depth of 70 feet bgs. The boreholes for the SVE wells will be sampled at 5-foot intervals and select soil samples analyzed for VOCs using EPA Method 8260. The SVE wells will be constructed using 4-inch diameter PVC and screened from 10 to 70 feet bgs. Prior to installation of all the SVE wells, a one-day pilot test will be completed to verify design assumptions. The pilot test will use one SVE well and two temporary well points to monitor the pilot test. A 5-hp blower connected to two 2,000-pound activated carbon units is proposed as part of the SVE system. The RAP estimates

that the system will operate for one year and eight carbon unit change-outs will be required during that year. The SVE system will be monitored on a monthly basis. Quarterly reports will be submitted that outline field activities completed, measured data, discussion of progress, and recommendations. A closure report will be submitted when SLR International Corp. believes soil remediation is complete. The cost estimate to complete the RAP is $415,000. Royal Oaks will, at a minimum, implement and complete the RAP as proposed. Royal Oaks' obligations shall not include remediation of impacted groundwater.

8. **Investigation to be Conducted by DowBrands:** Commencing within three months of completion of soil remediation at the CPR/Autoline Property, DowBrands will undertake a field investigation of VOCs in groundwater downgradient of the CPR/Autoline Property in accordance with the following Groundwater Investigation Work Plan.

   The Groundwater Investigation Work Plan to be conducted by DowBrands will consist of collecting discrete-depth groundwater samples from multiple depths as outlined in the Groundwater Investigation Work Plan submitted to the Central Valley Water Board on 11 October 2010 (a true and correct copy of the 11 October 2010 Groundwater Work Plan is attached hereto as Exhibit “E”), except that a fourth well will be included east of proposed well “C” in response to comment received from the Central Valley Water Board. Following well installation, DowBrands will conduct four semiannual monitoring events (two years) consisting of measuring water levels and collecting groundwater samples for the analysis of VOCs, as described in the 11 October 2010 Groundwater Investigation Work Plan.

   Prior to implementing the Groundwater Investigation Work Plan, DowBrands will prepare a Public Participation Plan for approval by the Central Valley Water Board. The Public Participation Plan shall be consistent with the Department of Toxic Substances Control Public Participation Manual (Revised October 2001).

   Within six months following completion of the Groundwater Investigation Work Plan, including two years of semiannual groundwater monitoring, DowBrands will submit a Report of Findings to the Central Valley Water Board describing the results of the semiannual groundwater monitoring and an evaluation of the extent, nature, and sources of the VOCs in groundwater within the investigation area.

   DowBrands’ obligations following completion of the field investigation and two-years of semiannual groundwater monitoring and submission of the Report of Findings shall not include characterization or remediation of impacted soil at the CPR/Autoline Property, or the delineation and/or remediation of VOCs in groundwater not originating from the former DowBrands Property.

9. **Deed Restriction:** Pursuant to this Resolution and either of the attached Mutual Release and Covenant Not to Sue documents attached hereto, should the Central Valley Water Board determine that the CPR/Autoline Property is not suitable for unrestricted use after the conclusion of soil remediation, the Board will require that the CPR/Autoline Property be subject to a Deed of Restriction for Use of Property (the "Environmental Restriction") pursuant to Water Code section 13307.1. Within 6 months of completing soil remediation at the CPR/Autoline Property, the Prospective Purchaser that acquires title to the property would be required to record an Environmental Restriction that would prohibit the use of upper aquifer groundwater beneath the CPR/Autoline Property as a source of drinking water; limit development of the CPR/Autoline Property to industrial, commercial, or office space uses; prohibit sensitive uses such as residential, hospitals, day care facilities, or schools; provide that no activities that will disturb the soil beneath the CPR/Autoline Property, such as grading, excavation, removal, etc, shall be permitted without a Soil Management Plan and a Health and Safety Plan approved by the Board or other responsible governmental agency; and prohibit extraction of groundwater for purposes other than remediation.

10. **Request of the Parties:**

    a. The Prospective Purchasers seek a commitment from the Central Valley Water Board that it will not name whichever of the Prospective Purchasers that acquires the CPR/Autoline Property, its affiliates, or any of its officers, directors, shareholders, employees, partners, partnerships, representatives, agents, tenants, lenders and their respective successors and assigns as dischargers or responsible parties in any Central Valley Water Board enforcement order with regard to the investigation, characterization or remediation of existing conditions of soil and groundwater contamination concerning the CPR/Autoline Property, solely by virtue of being involved in the purchase and redevelopment of the CPR/Autoline Property. Specifically, the Prospective Purchasers request that the Central Valley Water Board enter into a Mutual Release and Covenant Not to Sue ("Mutual Release") with whichever of the Prospective Purchasers that acquires title to the CPR/Autoline Property, as set forth in Attachments 1 or 2 hereto.

    b. DowBrands seeks a commitment from the Central Valley Water Board that it will not name DowBrands, its parent, its affiliates, or any of their officers, directors, shareholders, employees, partners, partnerships, representatives, agents, tenants, lenders and their respective successors (including but not limited to SCJ) and assigns as dischargers or responsible parties in any Central Valley Water Board Enforcement Order with regard to the investigation, characterization or remediation of existing conditions of soil contamination at the CPR/Autoline Property, or for the remediation of groundwater contamination which does not originate from the DowBrands Property. Specifically, DowBrands requests that the Central Valley

Water Board enter into a Mutual Release with DowBrands for the Property, as set forth in Attachments 1 or 2 hereto.

c. The Fresno County Housing Authority seeks a commitment from the Central Valley Water Board that it will not name the Fresno County Housing Authority, its affiliates, or any of its officers, directors, shareholders, employees, partners, partnerships, representatives, agents, tenants, lenders and its respective successor agencies and assigns as dischargers or responsible parties in any Central Valley Water Board enforcement order with regard to the investigation, characterization or remediation of existing conditions of soil and groundwater contamination concerning the CPR/Autoline Property, solely by virtue of being involved in the purchase and redevelopment of the CPR/Autoline Property. Specifically, the Fresno County Housing Authority requests that the Central Valley Water Board enter into a Mutual Release and Covenant Not to Sue ("Mutual Release"), as set forth in Attachment 1.

d. The Parties intend to apply to the Site Designation Committee to designate the Central Valley Water Board as the "Administering Agency" for the Properties pursuant to Health & Safety Code section 25262. The Parties seek a commitment from the Central Valley Water Board that it will support such designation.

11. **Board Authority:** Pursuant to Water Code section 13304, the Central Valley Water Board has authority to enter into agreements whereby the Central Valley Water Board covenants not to name prospective purchasers, tenants, lenders, and related parties in enforcement actions to address conditions of pollution. The Central Valley Water Board may enter into such agreements if it is sufficiently in the public interest to warrant expending public resources necessary to reach such an agreement.

12. **Benefits of Redevelopment:** From approximately 1981 to 2001, CPR and/or Autoline operated an automotive parts manufacturer or rebuilder at the CPR/Autoline Property. The CPR/Autoline Property is currently underutilized. The current owner of the CPR/Autoline Property is in bankruptcy and cannot, as a practical matter, rehabilitate or redevelop the site. Redevelopment of the CPR/Autoline Property would have economic and social benefits to the local community and to the public at large. Potential liability for existing groundwater contamination beneath and associated with the CPR/Autoline Property has decreased the marketability of the site. Should St. Anthony's acquire title to the CPR/Autoline Property, then provided the 18 April 2012 St. Anthony's Workplan is fully implemented and completed, St. Anthony's' costs, including regulatory oversight fees, will be limited to a maximum of $500,000 for Central Valley Water Board approved activities, contingent on receipt of the Mutual Release. Should Royal Oaks acquire title to the CPR/Autoline Property, then provided the 12 April 2010 Royal Oaks RAP is fully implemented and completed, Royal Oaks' costs, including regulatory oversight fees, will be limited to a maximum of $500,000 for Central Valley Water Board approved activities, contingent on receipt of the Mutual Release.

13. **CEQA:** The purchase of the CPR/Autoline Property is not an activity that requires Board approval. Furthermore, neither the CPR/Autoline Property transaction nor the Central Valley Water Board's approval of the Mutual Release is a "project" as defined by Public Resources Code section 21065 and California Code of Regulations, title 14, section 15378(a), such that the California Environmental Quality Act applies.

14. **Public Notice:** The Central Valley Water Board provided notice of its intention to consider this matter at a public meeting and provided an opportunity for interested persons to comment on the tentative resolution and its attachments. The draft resolution and its attachments were mailed to the interested parties and regulatory agencies, and posted on the Board's website.

15. **Public Hearing:** The Central Valley Water Board, at a public meeting, heard and considered all comments pertaining to this matter.

THEREFORE, BE IT RESOLVED THAT the California Regional Water Quality Control Board, Central Valley Region, having considered the facts regarding the water quality concerns at the CPR/Autoline Property, and having considered the terms of the proposed settlement, after notice to and full opportunity to be heard for all affected parties, finds that the proposed agreement, release and covenant not to sue are in the public interest, and authorizes the Executive Officer to negotiate minor amendments to the draft Mutual Release and Covenant Not To Sue (Attachment 1 or 2) should it be necessary to do so, and to sign and execute the Mutual Release and Covenant Not to Sue (Attachment 1 or 2 as amended) with either St. Anthony's Bread Basket and the Fresno County Housing Authority or Royal Oaks Business Park, depending on which entity first acquires title to the CPR/Autoline Property.

I, Pamela C. Creedon, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the California Regional Water Quality Control Board, Central Valley Region, on 4 October 2012.

Original signed by

PAMELA C. CREEDON, Executive Officer

Attachment 1: Mutual Release and Covenant Not to Sue: Saint Anthony's Bread Basket, Inc. and the Fresno County Housing Authority
Attachment 2: Mutual Release and Covenant Not to Sue: Royal Oaks Business Park, LLC

Exhibit A: CPR/Autoline Property
Exhibit B: DowBrands Property
Exhibit C: St. Anthony's Workplan, dated 18 April 2012
Exhibit D: Royal Oaks Remedial Action Plan, dated 12 April 2010
Exhibit E: Dow Work Plan dated 11 October 2010
Exhibit F: Written Instrument of Release and Transfer Document

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

ATTACHMENT 1 TO RESOLUTION R5-2012-0097
MUTUAL RELEASE AND COVENANT NOT TO SUE
SAINT ANTHONY'S BREAD BASKET, INC. AND THE FRESNO COUNTY HOUSING AUTHORITY

I. Introduction

This Mutual Release and Covenant Not to Sue ("Mutual Release") is provided in response to a request by Saint Anthony's Bread Basket, Inc. ("St. Anthony's"), the Fresno County Housing Authority, and DowBrands, Inc. ("DowBrands"), an affiliate of The Dow Chemical Company, and pursuant to Central Valley Regional Water Quality Control Board ("Central Valley Water Board") Resolution R5-2012-0097 (the "Resolution"), which authorized its Executive Officer to finalize negotiations and sign the Mutual Release, concerning the property at 2696 South Maple Avenue, Fresno, Fresno County, California (the "CPR/Autoline Property" referred to as the "Site") and the property at 4787 East Date Avenue, Fresno, Fresno County, California (the former "DowBrands Property") (the CPR/Autoline Property and DowBrands Property shall collectively be referred to as the "Properties"). S.C. Johnson & Son, Inc. currently owns the DowBrands Property.

St. Anthony's, the Fresno County Housing Authority, and DowBrands desire a commitment, to the maximum extent permitted by law, that they, and their parents, subsidiaries, partners, partnerships, affiliates, subsequent purchasers, tenants, lenders, and any occupants of the Properties, as well as all of their directors, officers, shareholders, managers, employees, partners, affiliates, members, contractors, agents, and their respective successors and assigns (individually, "Released Party" and collectively, "Released Parties") will not be subject to liability for, or the subject of any actions, orders, or other liabilities or requirements, as described below, related to or arising from the "Existing Conditions" (defined below), except that DowBrands will remain subject to liability for releases from the DowBrands property.

II. Definitions

For purposes of this Mutual Release, "Existing Conditions" or "Existing Condition" means all conditions of pollution in, at, under, originating from, or migrating onto or off of the Properties or any portion thereof as of the Effective Date, as defined below. With respect to any claim, cause of action, investigation, or enforcement action asserted or required by the Central Valley Water Board, the Released Parties shall bear the burden of proving to the Central Valley Water Board that the condition of pollution at, under, or originating from the Properties for which the Central Valley Water Board is pursuing a claim, cause of action, investigation or enforcement action is an Existing Condition.

III. Findings of Fact

The Central Valley Water Board bases this Mutual Release on the following findings:

1. The Properties are within the jurisdiction of the Central Valley Water Board due to the Existing Conditions and are subject to the provisions of the Resolution. The Central Valley Water Board enters into this Agreement pursuant to Water Code sections 13000 et seq.; specifically section 13304. The Board may release and covenant not to sue or assert claims for environmental investigation or remediation or other related claims against prospective purchasers, and related parties, of environmentally impacted properties, especially where, as here, the agreement is sufficiently in the public interest.

2. St. Anthony's will implement and complete the 18 April 2012 soil remediation workplan prepared by Technicon Engineering Services and will complete any necessary cleanup of soil contamination at the CPR/Autoline Property encountered during demolition and grading activities in accordance with applicable statutory and regulatory requirements for industrial use property. St. Anthony's shall not be responsible for groundwater contamination at the CPR/Autoline Property. St. Anthony's will allow reasonable access to the CPR/Autoline Property for groundwater assessment and/or remediation, as necessary by DowBrands. Notwithstanding anything to the contrary, St. Anthony's' responsibility to remediate soil shall terminate upon full implementation and completion of the 18 April 2012 soil remediation workplan.

3. Should the Central Valley Water Board determine that the CPR/Autoline Property is not suitable for unrestricted use after the conclusion of soil remediation, the Board will require St. Anthony's, within 6 months of completing soil remediation at the CPR/Autoline Property, to record a Deed of Restriction for Use of Property (the "Environmental Restriction") pursuant to Water Code section 13307.1. The Environmental Restriction would prohibit the use of upper aquifer groundwater beneath the CPR/Autoline Property as a source of drinking water; limit development of the CPR/Autoline Property to industrial, commercial, or office space uses; prohibit sensitive uses such as residential, hospitals, day care facilities, or schools; provide that no activities that will disturb the soil beneath the CPR/Autoline Property, such as grading, excavation, removal, etc, shall be permitted without a Soil Management Plan and a Health and Safety Plan approved by the Board or other responsible governmental agency; and prohibit extraction of groundwater for purposes other than remediation. Any Environmental Restriction shall be binding upon successors.

4. Commencing within three months of completion of soil remediation by St. Anthony's at the CPR/Autoline Property, DowBrands will undertake a field investigation of VOCs in groundwater downgradient of the CPR/Autoline Property in accordance with the following Groundwater Investigation Work Plan. The Groundwater Investigation Work Plan to be conducted by DowBrands will consist of collecting discrete-depth groundwater samples from multiple depths as outlined in the Groundwater Investigation Work Plan submitted to the Central Valley Water Board on 11 October 2010 (a true and correct copy of the 11 October 2010 Groundwater Work Plan is attached to Resolution

R5-2012-0097 as Exhibit "D"), except that a fourth well will be included east of proposed well "C" in response to comment received from the Central Valley Water Board. Following well installation, DowBrands will conduct four semiannual monitoring events (two years) consisting of measuring water levels and collecting groundwater samples for the analysis of VOCs, as described in the 11 October 2010 Groundwater Investigation Work Plan. Prior to implementing the Groundwater Investigation Work Plan, DowBrands will prepare a Public Participation Plan for approval by the Central Valley Water Board. The Public Participation Plan shall be consistent with the Department of Toxic Substances Control Public Participation Manual (Revised October 2001). Within six months following completion of the Groundwater Investigation Work Plan, including two years of semiannual groundwater monitoring, DowBrands will submit a Report of Findings to the Central Valley Water Board describing the results of the semiannual groundwater monitoring and an evaluation of the extent, nature, and sources of the VOCs in groundwater within the investigation area.

5. DowBrands' obligations following completion of the field investigation and two years of semiannual groundwater monitoring and submission of the Report of Findings shall not include characterization or remediation of impacted soil at the CPR/Autoline Property, or the delineation and/or remediation of VOCs in groundwater not from the former DowBrands Property.

6. No active discharge of pollutants to soil is believed to be currently occurring on the Properties.

7. St. Anthony's and the Fresno County Housing Authority have arranged for the redevelopment of the CPR/Autoline Property to a productive use that will benefit the public and the community. Benefits include economic and social benefits to the local community and to the public at large.

8. By entering into this Agreement, St. Anthony's, the Fresno County Housing Authority, and, on behalf of DowBrands, Timothy King, Remediation Leader, certify that to the best of their knowledge and belief, they have fully and accurately disclosed to the Central Valley Water Board any and all information known to their officers, directors, employees, contractors and agents about pollution and/or contamination of the Properties.

9. The Properties are not the subject of active enforcement actions or agreement(s) with another agency to address the residual pollution at them.

10. St. Anthony's, the Fresno County Housing Authority, and DowBrands will pay for all reasonable costs associated with the Central Valley Water Board's development and oversight of this Mutual Release pursuant to the Water Code.

11. This Mutual Release is consistent with the goals and purposes of the Porter-Cologne Water Quality Control Act (Wat. Code, § 13000 et seq.).

12. In order to ensure that no activities at the Properties, with the exercise of due care, will aggravate, contribute to or create a condition of pollution or nuisance as a result of the Existing Conditions, this Mutual Release requires the application of acceptable institutional controls to the Properties as more fully set forth below.

IV. Agreement

1. In accordance with the Resolution and this Mutual Release, the Central Valley Water Board expressly finds that St. Anthony's and the Fresno County Housing Authority shall not be liable or otherwise responsible for such Existing Conditions with regard to soil and groundwater contamination at the CPR/Autoline Property, except as outlined in the Resolution and this Mutual Release, and DowBrands shall not be liable or otherwise responsible for such Existing Conditions with regard to soil contamination at the CPR/Autoline Property or groundwater contamination that does not originate from the DowBrands Property, and hereby covenants and agrees not to initiate, bring, or support any claim (including without limitation any claim for natural resource damages), order, demand, enforcement action or other civil or administrative proceeding against the Released Parties or their respective successors and assigns, subject to the conditions set forth in the next sentence, with respect to such Existing Conditions under any local, state or federal statute, common law, or equitable doctrine, including but not limited to, in their entirety, the United States Code, the various California Codes, or other applicable laws, regulations, ordinances, or civil, judicial or administrative authorities, having application to the handling, release, presence, migration to, through or from, cleanup, containment or maintenance of such Existing Conditions at, on, under or originating from or migrating to the Properties, or any portion thereof. This Mutual Release shall inure to the benefit of, and pass with each and every portion of the Properties and shall benefit any respective successors and assignees of the Released Parties, provided such successors and assignees do not cause or contribute to such Existing Conditions, and providing Released Parties meet their obligations in the Resolution and this Mutual Release.

2. This Mutual Release shall remain effective notwithstanding the revocation or modification of the Resolution, and shall without prejudice to the ability of the Central Valley Water Board to take action against-any party other than the Released Parties, relating to the investigation, cleanup, or cost of investigation or cleanup of such Existing Conditions. Nothing contained in this Mutual Release is intended to waive, limit, preclude, diminish nor hinder any right of the Released Parties now or in the future available, in law, equity, or by agreement.

3. Notwithstanding any other provisions of this Mutual Release, the Central Valley Water Board reserves the right to assert any claims, enforcement actions or other civil or administrative proceeding against the respective Released Parties arising after the Effective Date which are based on the failure of the respective Released Parties, to the extent they have control over the Properties, to comply with the terms of the Resolution or this Mutual Release. If the Board determines that a Released Party has failed to materially comply with any of these obligations, after notice and reasonable opportunity for cure, and the Board elects to proceed against that Released Party, then this Mutual Release shall be suspended as to that Released Party, and the Board and the Released Party shall then have any rights or defenses they would have had as if this Mutual Release and Covenant Not to Sue had not existed. If, following such proceeding, the Board determines such action to be warranted, it may declare this Mutual Release to be null and void, with respect to that specific Released Party.

4. The reservation by the Central Valley Water Board set forth in Paragraph (IV)(3) above shall be separately and distinctly applied with respect to each of the Released Parties, the intent being that failure by a particular Released Party to comply with any applicable requirement shall not render the Board's covenant inapplicable to any other Released Party.

5. In partial consideration therefore, the Released Parties, on behalf of themselves and their respective successors in interest, hereby release and covenant not to sue the Central Valley Water Board, its authorized officers, employees or representatives, with respect to any and all liability or claims associated with or arising out of such Existing Conditions.

6. The Mutual Release shall not prohibit the Central Valley Water Board from asserting any claim, enforcement action, or other civil or administrative proceeding related to any condition of pollution at, under, or originating from the Properties that are not Existing Conditions.

7. Each Released Party not represented as a signatory below shall, as a precondition to receiving the full benefits conferred by this Mutual Release, execute a written instrument in the form attached to Resolution R5-2012-0097 as Exhibit F and incorporated herein by this reference (the "Written Instrument of Release"). Proper and legally authorized execution and mailing of the Written Instrument of Release to the Central Valley Water Board by or on behalf of any corporation, partnership, or other entity, shall be sufficient to confer the benefits of the Mutual Release upon all affiliates, parent or subsidiary corporations, and the respective directors, officers, employees, partners, members, agents successors, and assigns of each such entity.

8. St. Anthony's, the Fresno County Housing Authority, and DowBrands agree to exercise due care at the Properties with respect to such Existing Conditions, to comply with the Environmental Restriction, to comply with all applicable local, state, and federal laws and regulations regarding the Properties, and to cooperate in providing the Central Valley Water Board and each other or their successors or assigns reasonable access to the Properties for any necessary monitoring purposes and any necessary operation, maintenance, and repair of wells and remediation facilities.

9. This Mutual Release shall be in full force and effect from the Effective Date. The Effective Date shall be _____ 2012. Released Parties shall have ninety (90) days from the Effective Date to record the Mutual Release, including exhibits, against the Properties, provided that such ninety (90) day period shall be extended by the period of time required by the Executive Officer to fully execute the Mutual Release. A copy of the recorded Mutual Release shall be provided to the Central Valley Water Board within twenty (20) days of the recording. The Board shall provide acknowledgment of receipt of the recordings as required by this paragraph. Notwithstanding anything to the contrary in the foregoing, if Released Parties or their successor(s) fails to record the Mutual Release (in its entirety) within the time frame set forth above, and the Board or Executive Officer in its discretion does not extend the time, this Mutual Release shall automatically terminate.

10. This Mutual Release may be executed in one or more counterparts, each such counterpart being deemed an original but all counterparts constituting a single instrument.

11. Each of the undersigned parties hereby certifies, and warrants that he or she is authorized to bind his or her agency or entity to the continuing obligations described herein.

Saint Anthony's Bread Basket, Inc.
A 501(c)(3) Nonprofit Organization

By: _____

Title: _____

Date: _____

The Fresno County Housing Authority

By: _____

Title: _____

Date: _____

DOWBRANDS, INC.,
A California Corporation

By: _____

Title: _____

Date: _____

California Regional Water Quality Control Board,

Central Valley Region

By: _____

Title: _____

Date: _____

STATE OF CALIFORNIA)
)
COUNTY OF _____)

Acknowledgment as to
Saint Anthony's Bread Basket, Inc.

On _____, 20__ before me, _____,
the undersigned personally appeared

_____,
[Representative of Saint Anthony's Bread Basket, Inc.]

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.

_____
Notary Public in and for said
County and State

STATE OF CALIFORNIA	)	Acknowledgment as to
	)	The Fresno County Housing Authority
COUNTY OF _____	)	

On _____, 20__ before me, _____,
the undersigned personally appeared

_____,
[Representative of the Fresno County Housing Authority]

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.

_____
Notary Public in and for said
County and State

STATE OF CALIFORNIA	)	Acknowledgment as to
	)	DOWBRANDS, INC.
COUNTY OF _____	)	

On _____, 20__ before me, _____,
the undersigned personally appeared

_____,
[Representative of DOWBRANDS, INC.]

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.

_____
Notary Public in and for said
County and State

STATE OF CALIFORNIA)
)
COUNTY OF _____)

Acknowledgment as to
Central Valley Water Board

On _____, 20__ before me, _____,
the undersigned personally appeared

_____,
[Representative of Central Valley Water Board]

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.

_____
Notary Public in and for said
County and State

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

ATTACHMENT 2 TO RESOLUTION R5-2012-0097
MUTUAL RELEASE AND COVENANT NOT TO SUE
ROYAL OAKS BUSINESS PARK, LLC

I. Introduction

This Mutual Release and Covenant Not to Sue ("Mutual Release") is provided in response to a request by Royal Oaks Business Park, LLC (“Royal Oaks”), and DowBrands, Inc. ("DowBrands"), an affiliate of The Dow Chemical Company, and pursuant to Central Valley Regional Water Quality Control Board ("Central Valley Water Board") Resolution R5-2012-0097 (the "Resolution"), which authorized its Executive Officer to finalize negotiations and sign the Mutual Release, concerning the property at 2696 South Maple Avenue, Fresno, Fresno County, California (the "CPR/Autoline Property" referred to as the "Site") and the property at 4787 East Date Avenue, Fresno, Fresno County, California (the former "DowBrands Property") (the CPR/Autoline Property and DowBrands Property shall collectively be referred to as the "Properties"). S.C. Johnson & Son, Inc. currently owns the DowBrands Property.

Royal Oaks and DowBrands desire a commitment, to the maximum extent permitted by law, that they, and their parents, subsidiaries, partners, partnerships, affiliates, subsequent purchasers, tenants, lenders, and any occupants of the Properties, as well as all of their directors, officers, shareholders, managers, employees, partners, affiliates, members, contractors, agents, and their respective successors and assigns (individually, "Released Party" and collectively, "Released Parties") will not be subject to liability for, or the subject of any actions, orders, or other liabilities or requirements, as described below, related to or arising from the "Existing Conditions" (defined below), except that DowBrands will remain subject to liability for releases from the DowBrands property.

II. Definitions

For purposes of this Mutual Release, "Existing Conditions" or "Existing Condition" means all conditions of pollution in, at, under, originating from, or migrating onto or off of the Properties or any portion thereof as of the Effective Date, as defined below. With respect to any claim, cause of action, investigation, or enforcement action asserted or required by the Central Valley Water Board, the Released Parties shall bear the burden of proving to the Central Valley Water Board that the condition of pollution at, under, or originating from the Properties for which the Central Valley Water Board is pursuing a claim, cause of action, investigation or enforcement action is an Existing Condition.

III. Findings of Fact

The Central Valley Water Board bases this Mutual Release on the following findings:

1. The Properties are within the jurisdiction of the Central Valley Water Board due to the Existing Conditions and are subject to the provisions of the Resolution. The Central

Valley Water Board enters into this Agreement pursuant to Water Code sections 13000 et seq.; specifically section 13304. The Board may release and covenant not to sue or assert claims for environmental investigation or remediation or other related claims against prospective purchasers, and related parties, of environmentally impacted properties, especially where, as here, the agreement is sufficiently in the public interest.

2. Royal Oaks will implement and complete the 12 April 2010 Remedial Action Plan prepared by SLR International Corp and will complete any necessary cleanup of soil contamination at the CPR/Autoline Property encountered during demolition and grading activities in accordance with applicable statutory and regulatory requirements for industrial use property. Royal Oaks shall not be responsible for groundwater contamination at the CPR/Autoline Property. Royal Oaks will allow reasonable access to the CPR/Autoline Property for groundwater assessment and/or remediation, as necessary by DowBrands. Notwithstanding anything to the contrary, Royal Oaks' responsibility to remediate soil shall terminate upon full implementation and completion of the 12 April 2010 Remedial Action Plan.

3. Should the Central Valley Water Board determine that the CPR/Autoline Property is not suitable for unrestricted use after the conclusion of soil remediation, the Board will require Royal Oaks, within 6 months of completing soil remediation at the CPR/Autoline Property, will seek to record a Deed of Restriction for Use of Property (the "Environmental Restriction") pursuant to Water Code section 13307.1. The Environmental Restriction would prohibit the use of upper aquifer groundwater beneath the CPR/Autoline Property as a source of drinking water; limit development of the CPR/Autoline Property to industrial, commercial, or office space uses; prohibit sensitive uses such as residential, hospitals, day care facilities, or schools; provide that no activities that will disturb the soil beneath the CPR/Autoline Property, such as grading, excavation, removal, etc, shall be permitted without a Soil Management Plan and a Health and Safety Plan approved by the Board or other responsible governmental agency; and prohibit extraction of groundwater for purposes other than remediation. Any Environmental Restriction shall be binding upon successors.

4. Commencing within three months of completion of soil remediation by Royal Oaks at the CPR/Autoline Property, DowBrands will undertake a field investigation of VOCs in groundwater downgradient of the CPR/Autoline Property in accordance with the following Groundwater Investigation Work Plan. The Groundwater Investigation Work Plan to be conducted by DowBrands will consist of collecting discrete-depth groundwater samples from multiple depths as outlined in the Groundwater Investigation Work Plan submitted to the Central Valley Water Board on 11 October 2010 (a true and correct copy of the 11 October 2010 Groundwater Work Plan is attached to Resolution R5-2012-0097 as Exhibit “D”), except that a fourth well will be included east of proposed well “C” in response to comment received from the Central Valley Water Board. Following well installation, DowBrands will conduct four semiannual monitoring

events (two years) consisting of measuring water levels and collecting groundwater samples for the analysis of VOCs, as described in the 11 October 2010 Groundwater Investigation Work Plan. Prior to implementing the Groundwater Investigation Work Plan, DowBrands will prepare a Public Participation Plan for approval by the Central Valley Water Board. The Public Participation Plan shall be consistent with the Department of Toxic Substances Control Public Participation Manual (Revised October 2001). Within six months following completion of the Groundwater Investigation Work Plan, including two years of semiannual groundwater monitoring, DowBrands will submit a Report of Findings to the Central Valley Water Board describing the results of the semiannual groundwater monitoring and an evaluation of the extent, nature, and sources of the VOCs in groundwater within the investigation area.

5. DowBrands' obligations following completion of the field investigation and two years of semiannual groundwater monitoring and submission of the Report of Findings shall not include characterization or remediation of impacted soil at the CPR/Autoline Property, or the delineation and/or remediation of VOCs in groundwater not from the former DowBrands Property.

6. No active discharge of pollutants to soil is believed to be currently occurring on the Properties.

7. Royal Oaks has arranged for the redevelopment of the CPR/Autoline Property to a productive use that will benefit the public and the community. Benefits include economic and social benefits to the local community and to the public at large.

8. By entering into this Agreement, Royal Oaks and, on behalf of DowBrands, Timothy King, Remediation Leader, certify that to the best of their knowledge and belief, they have fully and accurately disclosed to the Central Valley Water Board any and all information known to their officers, directors, employees, contractors and agents about pollution and/or contamination of the Properties.

9. The Properties are not the subject of active enforcement actions or agreement(s) with another agency to address the residual pollution at them.

10. Royal Oaks, and DowBrands will pay for all reasonable costs associated with the Central Valley Water Board's development and oversight of this Mutual Release pursuant to the Water Code.

11. This Mutual Release is consistent with the goals and purposes of the Porter-Cologne Water Quality Control Act (Wat. Code, § 13000 et seq.).

12. In order to ensure that no activities at the Properties, with the exercise of due care, will aggravate, contribute to or create a condition of pollution or nuisance as a result of the

Existing Conditions, this Mutual Release requires the application of acceptable institutional controls to the Properties as more fully set forth below.

IV. Agreement

1. In accordance with the Resolution and this Mutual Release, the Central Valley Water Board expressly finds that Royal Oaks shall not be liable or otherwise responsible for such Existing Conditions with regard to soil and groundwater contamination at the CPR/Autoline Property, except as outlined in the Resolution and this Mutual Release, and DowBrands shall not be liable or otherwise responsible for such Existing Conditions with regard to soil contamination at the CPR/Autoline Property or groundwater contamination that does not originate from the DowBrands Property, and hereby covenants and agrees not to initiate, bring, or support any claim (including without limitation any claim for natural resource damages), order, demand, enforcement action or other civil or administrative proceeding against the Released Parties or their respective successors and assigns, subject to the conditions set forth in the next sentence, with respect to such Existing Conditions under any local, state or federal statute, common law, or equitable doctrine, including but not limited to, in their entirety, the United States Code, the various California Codes, or other applicable laws, regulations, ordinances, or civil, judicial or administrative authorities, having application to the handling, release, presence, migration to, through or from, cleanup, containment or maintenance of such Existing Conditions at, on, under or originating from or migrating to the Properties, or any portion thereof. This Mutual Release shall inure to the benefit of, and pass with each and every portion of the Properties and shall benefit any respective successors and assignees of the Released Parties, provided such successors and assignees do not cause or contribute to such Existing Conditions, and providing Released Parties meet their obligations in the Resolution and this Mutual Release.

2. This Mutual Release shall remain effective notwithstanding the revocation or modification of the Resolution, and shall without prejudice to the ability of the Central Valley Water Board to take action against-any party other than the Released Parties, relating to the investigation, cleanup, or cost of investigation or cleanup of such Existing Conditions. Nothing contained in this Mutual Release is intended to waive, limit, preclude, diminish nor hinder any right of the Released Parties now or in the future available, in law, equity, or by agreement.

3. Notwithstanding any other provisions of this Mutual Release, the Central Valley Water Board reserves the right to assert any claims, enforcement actions or other civil or administrative proceeding against the respective Released Parties arising after the Effective Date which are based on the failure of the respective Released Parties, to the extent they have control over the Properties, to comply with the terms of the Resolution or this Mutual Release. If the Board determines that a Released Party has failed to

materially comply with any of these obligations, after notice and reasonable opportunity for cure, and the Board elects to proceed against that Released Party, then this Mutual Release shall be suspended as to that Released Party, and the Board and the Released Party shall then have any rights or defenses they would have had as if this Mutual Release and Covenant Not to Sue had not existed. If, following such proceeding, the Board determines such action to be warranted, it may declare this Mutual Release to be null and void, with respect to that specific Released Party.

4. The reservation by the Central Valley Water Board set forth in Paragraph (IV)(3) above shall be separately and distinctly applied with respect to each of the Released Parties, the intent being that failure by a particular Released Party to comply with any applicable requirement shall not render the Board's covenant inapplicable to any other Released Party.

5. In partial consideration therefore, the Released Parties, on behalf of themselves and their respective successors in interest, hereby release and covenant not to sue the Central Valley Water Board, its authorized officers, employees or representatives, with respect to any and all liability or claims associated with or arising out of such Existing Conditions.

6. The Mutual Release shall not prohibit the Central Valley Water Board from asserting any claim, enforcement action, or other civil or administrative proceeding related to any condition of pollution at, under, or originating from the Properties that are not Existing Conditions.

7. Each Released Party not represented as a signatory below shall, as a precondition to receiving the full benefits conferred by this Mutual Release, execute a written instrument in the form attached to Resolution R5-2012-0097 as Exhibit F and incorporated herein by this reference (the "Written Instrument of Release"). Proper and legally authorized execution and mailing of the Written Instrument of Release to the Central Valley Water Board by or on behalf of any corporation, partnership, or other entity, shall be sufficient to confer the benefits of the Mutual Release upon all affiliates, parent or subsidiary corporations, and the respective directors, officers, employees, partners, members, agents successors, and assigns of each such entity.

8. Royal Oaks and DowBrands agree to exercise due care at the Properties with respect to such Existing Conditions, to comply with the Environmental Restriction, to comply with all applicable local, state, and federal laws and regulations regarding the Properties, and to cooperate in providing the Central Valley Water Board and each other or their successors or assigns reasonable access to the Properties for any necessary monitoring purposes and any necessary operation, maintenance, and repair of wells and remediation facilities.

9. This Mutual Release shall be in full force and effect from the Effective Date. The Effective Date shall be _____ 2012. Released Parties shall have ninety (90) days from the Effective Date to record the Mutual Release, including exhibits, against the Properties, provided that such ninety (90) day period shall be extended by the period of time required by the Executive Officer to fully execute the Mutual Release. A copy of the recorded Mutual Release shall be provided to the Central Valley Water Board within twenty (20) days of the recording. The Board shall provide acknowledgement of receipt of the recordings as required by this paragraph. Notwithstanding anything to the contrary in the foregoing, if Released Parties or their successor(s) fails to record the Mutual Release (in its entirety) within the time frame set forth above, and the Board or Executive Officer in its discretion does not extend the time, this Mutual Release shall automatically terminate.

10. This Mutual Release may be executed in one or more counterparts, each such counterpart being deemed an original but all counterparts constituting a single instrument.

11. Each of the undersigned parties hereby certifies, and warrants that he or she is authorized to bind his or her agency or entity to the continuing obligations described herein.

Royal Oaks Business Park, LLC
A California Corporation

By: _____

Title: _____

Date: _____

DOWBRANDS, INC.,
A California Corporation

By: _____

Title: _____

Date: _____

California Regional Water Quality Control Board,
Central Valley Region

By: _____

Title: _____

Date: _____

STATE OF CALIFORNIA)
)
COUNTY OF _____)

Acknowledgment as to
Royal Oaks Business Park, LLC

On _____, 20__ before me, _____,
the undersigned personally appeared

_____,
[Representative of Royal Oaks Business Park, LLC]

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.

_____
Notary Public in and for said
County and State

STATE OF CALIFORNIA)
)
COUNTY OF _____)

Acknowledgment as to
DOWBRANDS, INC.

On _____, 20__ before me, _____,
the undersigned personally appeared

_____,
[Representative of DOWBRANDS, INC.]

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.

_____
Notary Public in and for said
County and State

STATE OF CALIFORNIA)
)
COUNTY OF _____)

Acknowledgment as to
Central Valley Water Board

On _____, 20__ before me, _____,
the undersigned personally appeared

_____,
[Representative of Central Valley Water Board]

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.

_____
Notary Public in and for said
County and State

EXHIBIT A

LEGAL DESCRIPTION
OF
CPR/AUTOLINE PROPERTY

Real property in the unincorporated area of the County of Fresno, State of California, described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1348.80 FEET SOUTH AND 40.00 FEET WEST OF THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE ALONG THE NORTHERLY LINE OF THE CERTAIN 8.60 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO DIVERSIFIED TRANSPORTATION SYSTEMS, INC., RECORDED NOVEMBER 15, 1968, IN BOOK 5636, PAGE 198 OF OFFICIAL RECORDS, AS INSTRUMENT NO. 81522, SOUTH 89°46'00" WEST A DISTANCE OF 83.89 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 78°06'00" WEST THEREON A DISTANCE OF 100.00 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 89°46'00" WEST THEREON A DISTANCE OF 1116.49 FEET TO AN EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 2 IN THE DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPLANY RECORDED AUGUST 11, 1971, IN BOOK 5924, PAGE 993 OF OFFICIAL RECORDS, AS INSTRUMENT NO. 64248; THENCE ALONG LAST SAID EASTERLY LINE, NORTH 00°10'00" WEST A DISTANCE OF 205.96 FEET TO THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 388.02 FEET AND AN INTERIOR ANGLE OF 64°57'00"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 439.86 FEET TO A TANGENCY WITH A SOUTHEASTERLY LINE OF SAID SANTA FE PARCEL; THENCE NORTH 64°47'00" EAST THEREON A DISTANCE OF 79.52 FEET TO THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHERLY HAVING A RADIUS OF 388.02 FEET AND AN INTERIOR ANGLE OF 24°59'00"; THENCE EASTERLY, ALONG SAID CURVE, AN ARC DISTANCE OF 169.19 FEET TO A TANGENCY WITH A SOUTHERLY LINE OF SAID PARCEL; THENCE NORTH 89°46'00" EAST, ALONG A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHERLY 741.90 FEET MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 24, A DISTANCE OF 262.69 FEET; THENCE SOUTH 00°10'00" EAST, PARALLEL WITH AND 616.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 24, A DISTANCE OF 552.11 FEET; THENCE NORTH 89°46'00" EAST A DISTANCE OF 386.45 FEET; THENCE NORTH 78°06'46" EAST A DISTANCE OF 100.00 FEET; THENCE NORTH 89°46'00" EAST A DISTANCE OF 91.63 FEET TO A POINT 40.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 00°10'00" EAST, PARALLEL WITH AND 40.00 FEET WEST OF SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 24, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MATERIALS, WITHIN AND UNDER SAID LAND AS EXCEPTED AND RESERVED IN THE DEEDS RECORDED IN BOOK 2200, PAGE 433, BOOK 5235, PAGE 549 AND IN BOOK 5964, PAGE 932, ALL OF OFFICAL RECORDS.

APN: 487-150-26S

EXHIBIT B

LEGAL DESCRIPTION
OF
DOWBRANDS PROPERTY

LOTS 11, 12, 13, 18, 19 AND 20 OF TRACT 1635, FRESNO INDUSTRIAL SITES NO. 2, IN THE UNINCORPORATED AREA OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19, PAGE 7 OF PLATS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THOSE PORTIONS OF EAST ANNADALE AVENUE (ABANDONED) AND SOUTH DEARING AVENUE (FORMERLY CHESTNUT AVENUE), AS ABANDONED, BY ORDER OF ABANDONMENT RECORDED JUNE 17, 1959, AS DOCUMENT NO. 42880, IN BOOK 4236, PAGE 296 OF OFFICIAL RECORDS, WHICH WOULD PASS BY A CONVEYANCE OF SAID LAND UNDER SECTIONS 831 AND 1112 OF THE CIVIL CODE.

EXCEPTING THEREFROM 1/2 OF ALL MINERAL AND MINERAL RIGHTS OF EVERY KIND AND NATURE, INCLUDING PETROLEUM, OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES, IN, ON OR UNDER AND ABOUT SAID LANDS, AS RESERVED IN THE DEED RECORDED NOVEMBER 21, 1950, AS DOCUMENT NO. 62892, IN BOOK 2928, PAGE 442 OF OFFICIAL RECORDS, FROM A. FERREIRA AND ANGELINA FERREIRA, HUSBAND AND WIFE, AS TO THAT PORTION OF SAID LAND LYING WITHIN THE SOUTH 718THS OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, TOWNSHIP 14 SOUTH, RANGE 20 EAST, M.D.B.M.

Exhibit C

TECHNICON
ENGINEERING SERVICES, INC.

SOIL REMEDIATION SYSTEM WORKPLAN
RMW – CHAMPION PARTS REBUILDERS, INC.
2696 SOUTH MAPLE AVENUE
FRESNO, CALIFORNIA

TES No. 22054.001

April 18, 2012

Prepared for and submitted to:

Mr. James Johnson
Saint Anthony's Bread Basket
4831 East Clinton Avenue
Fresno, California 93703

GEOTECHNICAL & ENVIRONMENTAL ENGINEERING — CONSTRUCTION TESTING & INSPECTION

TECHNICON
ENGINEERING SERVICES, INC.

GEOTECHNICAL & ENVIRONMENTAL ENGINEERING — CONSTRUCTION TESTING & INSPECTION

April 18, 2012 TES # 22054.001

Mr. James Johnson
Saint Anthony's Bread Basket
4831 East Clinton Avenue
Fresno, California 93703

RE: Soil Remediation System Workplan
RMW – Champion Parts Rebuilders
2696 South Maple Avenue
Fresno, California

Mr. Johnson:

In accordance with your request and authorization, **TECHNICON** Engineering Services, Inc., has completed this Soil Remediation Workplan for the above-referenced site. This report has been completed in response to the California Regional Water Quality Control Boards (RWQCBs) request.

We appreciate the opportunity to assist you with your project. If you should have any questions or require additional information, please contact us at (559) 276-9311.

Respectfully submitted,
TECHNICON ENGINEERING SERVICES, INC.

Charles Casey Barsamian
Staff Geologist – Project Manager

PROFESSIONAL GEOLOGIST
STEVEN CURRA
No. 7172
12/31/13
STATE OF CALIFORNIA

Steve Curra, PG
Senior Geologist
Manager-Environmental Engineering Division

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FIGURES (following text)

Figure 1 – Vicinity Map
Figure 2 – Site Map
Figure 3 – Well Detail

SOIL REMEDIATION SYSTEM WORKPLAN
RMW – CHAMPION PARTS REBUILDERS, INC.
2696 SOUTH MAPLE AVENUE
FRESNO, CALIFORNIA

1.0 INTRODUCTION

In accordance with your request, Technicon Engineering Services, Inc., has completed this Soil Remediation Workplan for the above-referenced site. This report includes a description of the project location and history of the site, purpose of the investigation, project objective and scope, and our evaluations.

2.0 SITE LOCATION AND DESCRIPTION

The subject site is located 500 feet west of Maple Avenue, approximately 700 feet south of Jensen Avenue, in Malaga, California (Figure 1). The site is surrounded by commercial structures to the north, east, south and west.

According to the U.S. Geological Survey 7.5 Minute Malaga, California topographic quadrangle map, dated 1963, photo revised 1981, the subject site occupies a portion of Section 24, Township 14 South, Range 20 East, Mount Diablo Baseline and Meridian, at an elevation of approximately 290 feet above mean sea level.

3.0 BACKGROUND INFORMATION

It is Technicon's understanding that the existing structure has occupied the site since the late 1970's and was formerly an active automobile parts building operation, initially Champion and, more recently, Autoline. Since April of 2001, no parts rebuilding operations have been conducted at the site and the building has been vacant with the exception of limited office furniture and minor debris.

According to available documents, it appears that stained areas approximately 10 to 15 square feet were observed during a site investigation conducted in February of 2003 in numerous locations and appeared to be directly related to the locations of former processing activities. Between 2003 and 2006 numerous investigations were performed at the subject site to evaluate the presence and concentration of subsurface chlorinated VOCs that may have resulted from past operations. Soil vapor sampling and analyses conducted in 2003 and 2005 revealed that elevated levels of 1, 1,-DCE as high as 690 µg/L, 1, 1, 1-TCA as high as 35 µg/L, 1, 1, -DCA as high as 10 µg/L and PCE as high as 2.8 µg/L.

Technicon understands that the California Regional Water Quality Control Board (CRWQCB) has determined that the subsurface soil beneath the warehouse requires remediation. The CRWQCB has suggested that soil vapor extraction system be installed at the site to determine radius of influence and, if appropriate, be used to for site remediation.

4.0 GEOLOGY

The subject site is located in the San Joaquin Valley, which is the southern half of the Great Central Valley of California. The Great Central Valley is an elongated structural trough in the interior of California that has been filled with a thick sequence of clastic sediments derived by erosion of the bordering Sierra Nevada and Coast Ranges. The clastic sediments rest upon bedrock of the Sierran Block (parent material of the Sierra Nevada) at an undetermined depth beneath the project site. The Sierra are composed of granitic and metamorphic rocks of pre-Tertiary age. These rocks comprise the basement complex beneath the east side of the valley. The Coast Ranges are composed of folded and faulted sedimentary rocks of Mesozoic and Cenozoic age.

The valley fill consists of a thick sequence of Jurassic to Holocene aged marine, lacustrine, fluvial, and eolian sediments. The eastern San Joaquin Valley is dominated by extensive alluvial fans and floodplains developed by rivers entering the valley from the Sierra Nevada. These broad, gently sloping, alluvial fans consist predominately of gravel, sand, and silt.

5.0 HYDROGEOLOGY

The area of the subject site is generally underlain by groundwater occurring in unconfined, perched, and semi-confined conditions. Within the Central Valley, regional movement of groundwater is toward a topographic trough located on the western side of the valley, and from there, toward the north to the Sacramento River-Delta region.

The local groundwater table elevation fluctuates in the area of the subject site. This is caused by groundwater pumping for municipal and agricultural use and by groundwater recharge from rivers, canals, and ponding basins. According to the California Department of Water Resources (DWR) map entitled "Lines of Equal Elevation of Water in Wells", dated Spring 2009, indicated the groundwater to be approximately 70 feet deep. According to the DWR map, ground water in the vicinity of the subject site flows in generally towards a southwesterly direction.

6.0 PROJECT OBJECTIVE AND SCOPE

The RWQCB has required that a workplan be submitted to install soil vapor extraction (SVE) wells and conduct soil vapor extraction at the subject site. The objective of this project would be to employ a SVE system at the site to evaluate the rate of decline of soil vapor concentration that may be expected and to consider the efficacy of SVE from within the impacted zones at the subject site. The scope of services proposed for this investigation is as follows:

- Underground Service Alert will be contacted at least 48-hours prior to conducting the field work so that any underground utilities can be identified.

- Prepare a Site Health & Safety Plan (SHSP). The SHSP will identify the potential hazards to personnel working at the site, protocol for environmental monitoring, personal protective equipment, medical surveillance requirements, site control measures, and emergency procedures.

- Prior to the start of field work, the appropriate permits will be obtained from the City of Fresno, Fresno County EHS, and San Joaquin Valley Unified Air Pollution Control District (APCD), as necessary.

- The proposed vapor extraction well location(s) will be marked with white paint and Underground Service Alert (USA) will be notified at least 48 hours prior to the start of field work so that any underground utilities can be identified.

- Using a truck-mounted drilling rig equipped with hollow stem auger, seven 55-foot soil borings will be advanced through impacted areas identified in previous investigations within the footprint of the on-site structure. An additional four 55-foot soil borings will be advanced through impacted areas in the paved asphalt parking area located to the east of the on-site structure. The borings will be completed as a 2-inch diameter vapor extraction wells (Figure 3.) The wells will be constructed with an end plug, 0.02-inch slotted Schedule 40 PVC screen, blank PVC casing, locking well caps, and covered with flush-mounted well manholes encased in concrete. The wells will be constructed with a filter pack of #3 Monterey sand placed in the annular space between the well casings and boreholes from the bottom to approximately three feet above the top of the well screens. A layer of bentonite chips three feet thick will be placed above the filter packs and hydrated with clean water. Cement grout will be used to finish the annular spaces from the top of the bentonite seals to the top of the wells.

- Data will be obtained from the vapor extraction wells during SVE system start-up to determine the lateral radius of influence.

- Lateral vapor extraction lines will be connected to the installed VEWs and vapor extraction unit to be located northeast of the warehouse. The lines will be connected to the VEWs in a parallel fashion with shut-off valves located at the SVE unit to maximize vapor flow efficiency and isolation control.

- Soil samples will be collected at ten foot intervals into clean stainless steel tubes by driving a split-spoon sampler into undisturbed soils. Once collected, the ends of each sample tube will be covered with Teflon film, capped with plastic end caps,

labeled, placed into a plastic bag, and then placed into an ice chest cooled with synthetic ice for delivery to an analytical laboratory. The chemical analyses will be conducted by a State-certified analytical laboratory.

- Soil samples exhibiting field evidence of impact will be chemically analyzed for the presence and concentration of chlorinated VOCs per EPA Method 8260B.

- The drilling equipment (drill bit, augers, etc.) will be steam-cleaned prior to the start of field work, between advancement of soil borings, and/or at the end of the work day to prevent cross-contamination, as deemed necessary by the onsite field geologist.

- Impacted soil cuttings will be containerized in 55-gallon drums, sealed, labeled, and stored onsite while awaiting appropriate disposition. Drums will be stored on the site no longer than 90 days. It is understood that documentation that any auger cuttings and rinseate generated during drilling activities have been properly disposed must be provided. However, if less than one cubic yard of impacted soil cuttings are generated, the soils will be spread on the ground surface of the site in a suitable location and allowed to aerate. Cuttings exhibiting no field evidence of impact will be spread in a suitable location on the site.

- The borings will be logged by a geologist using the Unified Soil Classification System. Organic vapor screening will be conducted for the samples and in the area of the drilling activities (soil cuttings, worker areas, etc.) using an organic vapor meter (OVM) calibrated to 100 ppm isobutylene. The results of the monitoring will be recorded on the boring logs and included with the well installation report.

- Install one SVE system consisting of a regenerative extraction/injection blower, piping, two-stage (2,000 lb. canisters) granular-activated carbon (GAC) canister emission control system, and sampling ports. The proposed SVE unit will feature a 20HP motor mated to a 500CFM positive displacement blower. The blower is capable of producing 500ACFM and up to 12"Hg vacuum and is capable of a destruction rate of 98 percent. The SVE system will be attached to the proposed vapor extraction wells and initially, the SVE system would draw equally from each of the vapor extraction wells. The flow rate through each will be adjusted over time to optimize vapor extraction efficiency. The system would be operated on a continuous basis (24 hours a day).

- The SVE unit would be placed in a secured (fenced) area located northeast of the warehouse (Figure 2). Piping connecting the unit will be placed above grade and protected with delineators. Electrical service to the system will be extended from the building's service panel.

- Operate, monitor and maintain SVE system until VOC vapor concentrations reach attainment levels for clean closure. It is anticipated that the SVE system may operate for up to 18-months.

- Collect vapor samples from each of the system's sample ports. It is anticipated that the APCD will require sampling and analysis at system start-up and quarterly thereafter.
- When SVE system monitoring and sampling suggests that clean closure attainment levels have been achieved, a confirmation investigation will be conducted.

Confirmation investigation details will be included in a work plan to be prepared prior to conducting the investigation.

- At the completion of the investigation, a report will be prepared which will include field methodologies, tabulated analytical results, supporting documentation, and our findings and evaluations. A California Professional Engineer or Geologist and a Registered Environmental Assessor will sign the reports. Copies of the reports will be submitted to the RWQCB for review.

- Dismantle the SVE system, abandon the wells, and restore the site to its original condition.

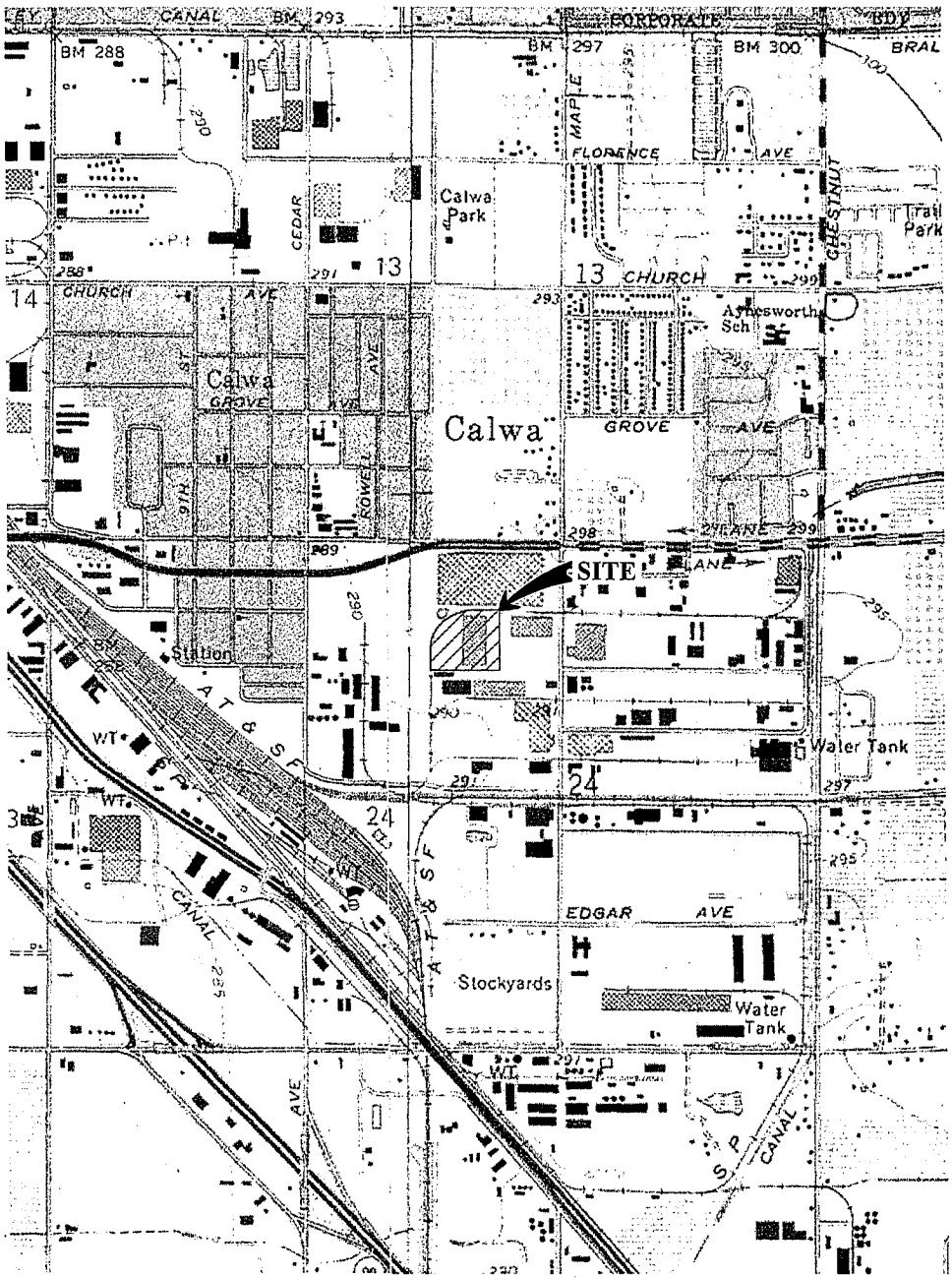
7.0 SCHEDULE

Once the Workplan is approved by the RWQCB, we could commence work within approximately two to three weeks. The well installation activities are anticipated to be completed within three weeks. APCD permitting may take several weeks. We anticipate that a final report detailing the results of the destruction rate and radius of influence could be completed within two to three weeks from the time the start-up test is completed.

8.0 LIMITATIONS

The objective of this investigation was to further evaluate existing petroleum hydrocarbon impacts to the soil and/or water at the subject site. The performance of this investigation does not certify or guarantee that the subject property is free of unidentified environmental impacts or hazardous materials, but rather presents our opinion as to the potential for such impacts to exist. The conclusions presented herein regarding the environmental integrity of the property are based on the observations and information gathered during the investigation.

FIGURES



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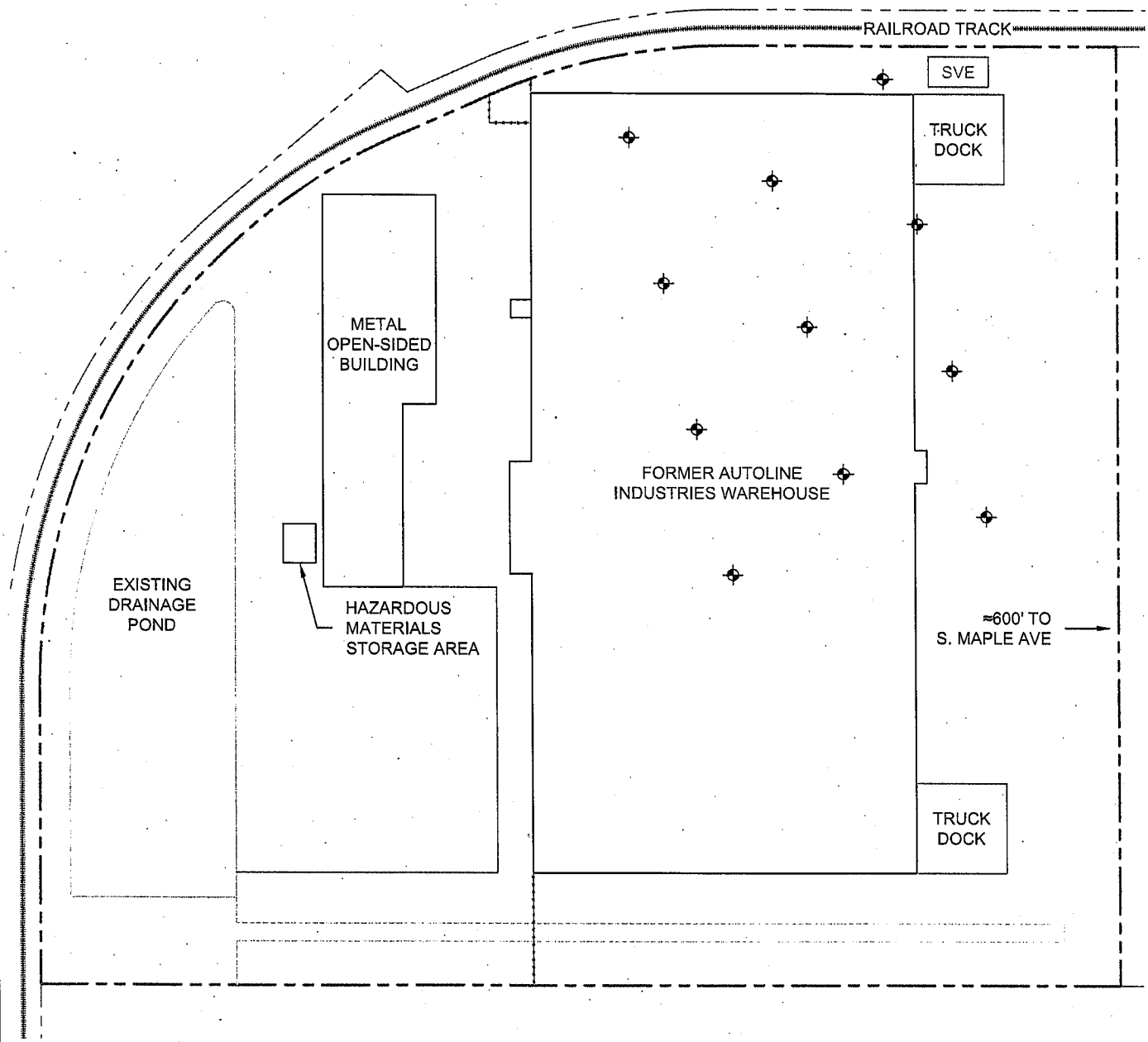
LAT.: 36.7040°N, LONG.: 119.7487°W, 24-T14S-R20E, MDB&M, USGS MAP: MALAGA, DATE: 1964, PHOTO REV.: 1981

TECHNICON ENGINEERING SERVICES, INC.	PROJECT: 22054	VICINITY MAP FORMER AUTOLINE INDUSTRIES 2696 SOUTH MAPLE AVENUE FRESNO, CALIFORNIA	FIGURE 1
	SOURCE: USGS TOPOGRAPHIC MAPS		NTS



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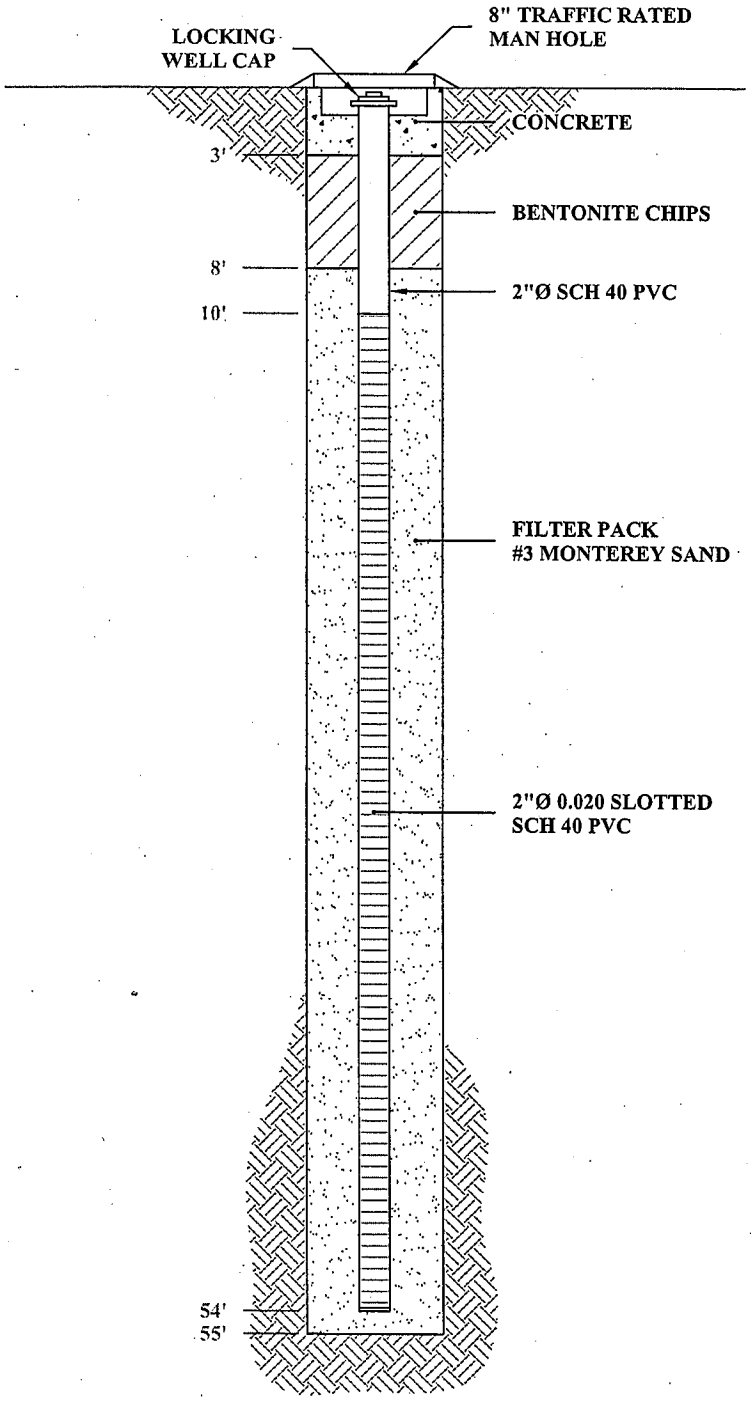
SCALE: 1"=100'

0' 50' 100'

SVE =SOIL VAPOR EXTRACTION UNIT

=PROPOSED VAPOR EXTRACTION WELL / MONITORING POINT LOCATIONS

TECHNICON ENGINEERING SERVICES, INC.	PROJECT: 22054	SITE DETAIL FORMER AUTOLINE INDUSTRIES 2696 SOUTH MAPLE AVENUE FRESNO, CALIFORNIA	FIGURE 2
	CAD BY: MH		



TECHNICON ENGINEERING SERVICES, INC.	PROJECT: 22054	GROUND WATER MONITORING WELL FORMER AUTOLINE INDUSTRIES 2696 SOUTH MAPLE AVENUE FRESNO, CALIFORNIA	FIGURE 3
	CAD BY: MH		NTS

Exhibit D

SLR

April 12, 2010

RECEIVED

APR 15 2010

RWQCB-CVR
FRESNO, CALIF.

Mr. John Noonan
California Regional Water Quality Control Board
1685 E Street
Fresno, California 93706

Re: Former Champion's Property Located at
2696 South Maple Ave., Fresno, California

Dear Mr. Noonan;

On behalf of Fresno Business Park, LLC (FBP), SLR International Corp. (SLR) is pleased to submit the following Remedial Action Plan (RAP) and estimate of the associated project costs. This RAP is prepared solely based on the review of the letter report by Environ, dated March 16, 2006, the letter report by Krazan and Associates, Inc. dated October 5, 2004 and our conference call on March 17th, 2010.

BACKGROUND

The referenced property is a 14 acre parcel of land developed with a single story industrial building approximately 130,000 square feet, with additional outside yard storage areas. Currently the referenced property is in bankruptcy court. FBP is interested in purchasing the property, however in light of the current physical, structural and the environmental condition of the property and future liabilities associated with the environmental condition, specifically un-quantified liabilities associated with the groundwater contamination, the said transaction is not economically feasible.

California Regional Water Quality Control Board (CRWQCB) has accepted a proposal from FBP, as future owners of the property, to spend upto $500,000 to improve the environmental quality of the property. The first priority will be the soil remediation of the areas identified in the above mentioned reports.

The two reports outline the findings from a soil gas survey investigation within the building. The impacted area appears to be approximately 240 square feet in size (please see Figure 1) inside the building and former location of the Aboveground Storage Tanks (ASTs) located

1800 Blankenship Road, Suite 440, West Linn, Oregon 97068 T 503-723-4423 F 503-723-4436

SLR International Corp: ALASKA CALIFORNIA OREGON UTAH WASHINGTON
SLR Consulting (UK): BIRMINGHAM BRISTOL EDINBURGH OXFORD

outside, at the north east corner of the building. The primary chemicals of concern (COC) identified are, 1,1-Dichloroethene (1,1-DCE), 1,1-Dichloroethane (1,1,-DCA), 1,1,1-Trichloroethane (1,1,1-TCA).

PROPOSED REMEDIAL ACTION PLAN

The proposed RAP would consist of the installation, operation, and removal of a Soil Vapor Extraction (SVE) system to treat the Volatile Organic Compounds (VOCs) in soil at the property. Neither groundwater assessment nor groundwater remediation would be conducted. The SVE system would use vertically installed SVE wells connected to a single SVE blower to capture and treat soil vapors. The components of the system are described below.

Soil Vapor Extraction Well Installation

Soil below the subject property is characterized by a series of assessment activities as primarily sand. Soil vapor extraction (SVE) remediation technology is proposed for the treatment of soil from surface to the groundwater at a depth of approximately 75 feet below ground surface (bgs). It is estimated that the radius of subsurface vacuum influence that could be achieved by SVE technology in sandy soil would be approximately 50 to 75 feet. Figure 1 shows nine SVE wells that would be installed to a depth of 70 feet bgs at the impacted locations. An assumed radius of vacuum influence of 60 feet was used to provide coverage over the soil remediation area as shown in this figure. Actual locations could be adjusted based on field conditions, site features not shown on the attached figure and pilot testing results.

Each SVE well will be constructed with a 4-inch-diameter, schedule 40 PVC casing and screen (20 slot screen). The screen interval for each SVE well would be placed from 10 feet bgs to 70 feet bgs. The SVE wells will be completed at the ground surface with a flush-grade, traffic-rated, steel monument.

During well drilling activities, soil samples will be collected at 5 feet intervals. Select samples will be submitted to a certified laboratory for VOC analysis using EPA method 8260.

The soil cuttings will be temporarily stored on site in properly labeled, 55-gallon drums. The soil will be profiled for disposal and properly disposed of off-site.

Soil Vapor Extraction System Pilot Testing

Prior to installation of all the SVE wells, a one-day pilot test will be completed. Only one of the proposed SVE wells will be installed along with two temporary well points. The temporary well points will be installed to a depth of approximately 10 feet bgs. The well points will be installed at a distance of 20-feet and 40-feet from the one SVE well. A rental SVE blower will be connected to the SVE well and vacuum gauges will be installed to measure the subsurface

vacuum on the well points. The SVE blower will be started and the induced subsurface vacuum will be recorded. The blower will be operated for approximately four to six hours and during that time, the applied vacuum level will be changed. The flow rate from the SVE blower will be measured with each change in the applied vacuum level. The concentration of volatile organic compounds (VOCs) will be measured with a handheld instrument during the pilot test and two vapor samples will be collected during the test for laboratory analysis. Test results will be reviewed to assess if the assumed radius of influence for the SVE wells of 60 feet is adequate and to size the appropriate equipment for full-scale SVE system.

Soil Vapor Extraction System Installation

The SVE wells will be connected separately to an equipment enclosure via subsurface piping installed below the existing building floor slab. A contractor will saw-cut the existing floor slab, install 4-inch diameter PVC piping, backfill, and repair the floor slab. The approximate layout is shown on the attached figure 2. At the equipment enclosure, the individual connections from each SVE well will be plumbed to a common header pipe (manifold) that will be connected to the SVE equipment.

For the preliminary cost estimate, the SVE system is assumed to consisted of a five horsepower (5-hp) SVE blower with a moisture knock-out tank. The effluent from the SVE blower will be plumbed to two 2,000 pound activated carbon units connected in series. The discharge from the activated carbon units will be directed to a discharge stack that is plumbed above the roofline of the adjacent building.

Electrical service will be connected to the SVE system and a control panel will be used for operation of the SVE blower. The SVE blower controls will include automatic shut-down if excess water accumulates in the knock-out tank, if the emergency shut-off switch is pressed, or if the SVE blower thermal control switches are activated.

Soil Vapor Extraction System Operation

For the preliminary cost estimate, it has been assumed that the SVE system will operate at a flow rate of approximately 180 cubic feet per minute (cfm) and that the vapor concentrations would start at approximately 50 parts per million (ppm). Further, it is anticipated that the vapor concentration will tapper off to zero over a period of one year. The pilot testing (discussed above) will be used to verify the actual flow rate of the system and the anticipated concentration of VOCs in the extracted soil vapor. Based on these assumptions, it has been estimated that the eight carbon unit change-outs would occur during the one year of operation of the SVE system. During change-out, the carbon in the lead carbon unit would be replaced and the lag-carbon units switch with the lead units.

During the operation of the SVE system the vapor concentrations will be monitored on a monthly basis. The concentrations of VOCs in the extraction soil vapor, the concentration of VOCs between the two carbon units, and the concentration of VOCs in the discharge will be monitored on a monthly basis. The monitoring of vapor concentrations between the two units will be used to schedule the change-out of the lead carbon unit.

Soil Vapor Extraction System Closure Monitoring and Testing

It is anticipated that the SVE system will be operated for a period of one year. Once the concentration of VOCs in the extracted soil vapors have declined to a quasi steady state (asymptotic), the SVE system will be shut-down for a period of one-week, then the system will be restarted and the concentration of VOCs in the extracted soil vapors will be recorded. Then the concentration of VOCs in soil vapor from each SVE well will be measured using a handheld instrument. This measurement will be made by closing the valves that connect piping to all but one of the SVE wells, allowing the SVE system to extraction from one SVE well at a time. The results from this testing will be used to assess if the SVE system is still recovering sufficient VOCs from the subsurface to justify continued operation. A closure report will be submitted to the agency with a summary of system operation and the results of this closure testing. SLR will submit quarterly reports to CRWQCB, which will outline all field activities completed, measured data, discussion of progress made and recommendations. All supporting documents will be included as an attachment.

Soil Vapor Extraction System Closure and Removal

Closure of the SVE system will consist of the proper abandonment of the SVE wells and surface monuments, capping of the subsurface piping, removal of the surface piping/manifold, and removal of the SVE equipment. Photographic documentation will be collected to show removal of the system. A final closure report will be submitted to CRWQCB upon completion of all activities.

It should be noted that no changes and adjustments will be made to the systems either during the design phase or during the operation of the system without consent of the CRWQCB.

Estimated Cost

Table 1, attached outlines the estimated cost ($415,000) for the entire project. It should be noted that this cost estimate is based on the assumption described within this proposal. The actual cost may vary based on completion of a pilot test. It is understood that, any sums of money remaining from the total of $500,000 will be spent on addition projects on the property through

SLR at the direction of CRWQCB. For any additional work requested by CRWQCB, SLR will prepare and submit a detailed proposal and a cost estimate for CRWQCB's final approval.

Please do not hesitate to contact me at (281) 591-6914 or (713) 906-3701 and mtabrizi@slrcorp.com, if you have any questions or if you need further information.

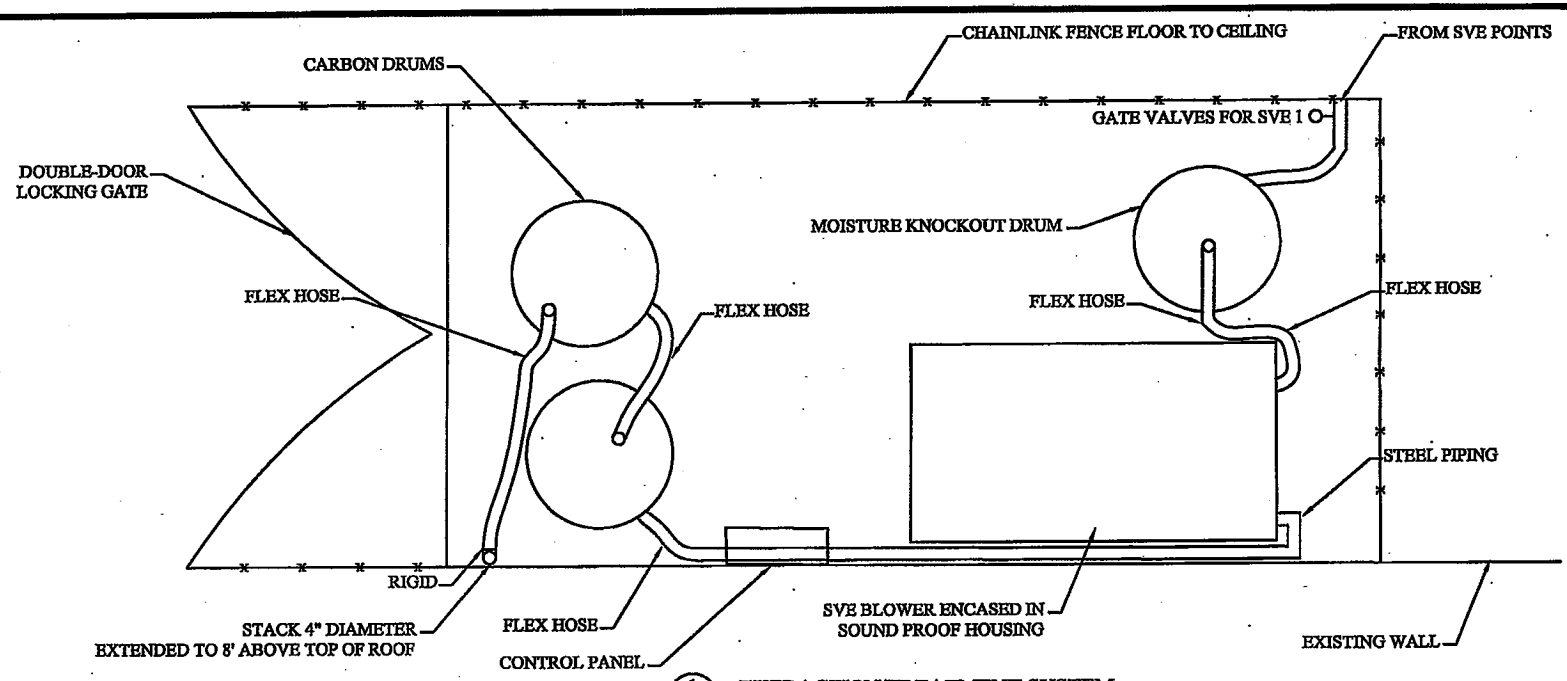
Sincerely,
SLR International Corp.

Massoud Tabrizi

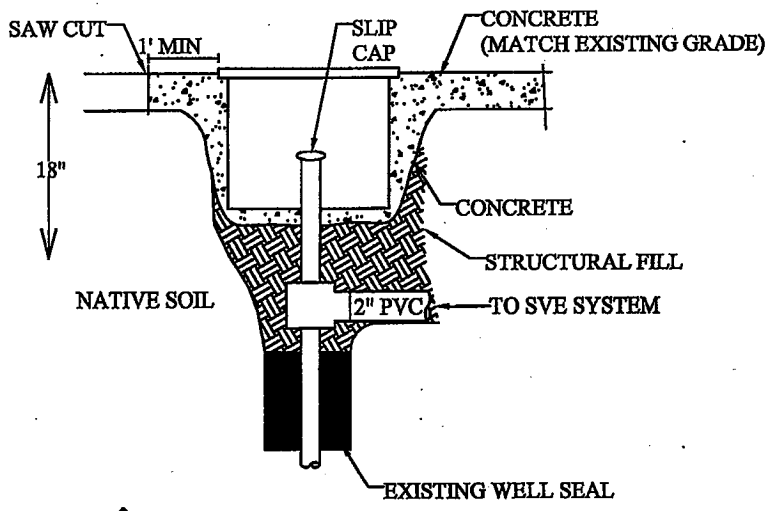
Massoud Tabrizi, P.E.
Managing Principal

Scott Miller for

Scott Miller, P.E.
Principal Engineer



1/X EXTRACTION/TREATMENT SYSTEM
NOT TO SCALE



2/X SOIL VAPOR EXTRACTION POINT VAULT
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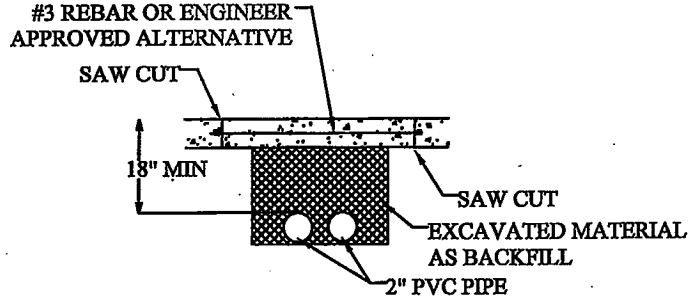
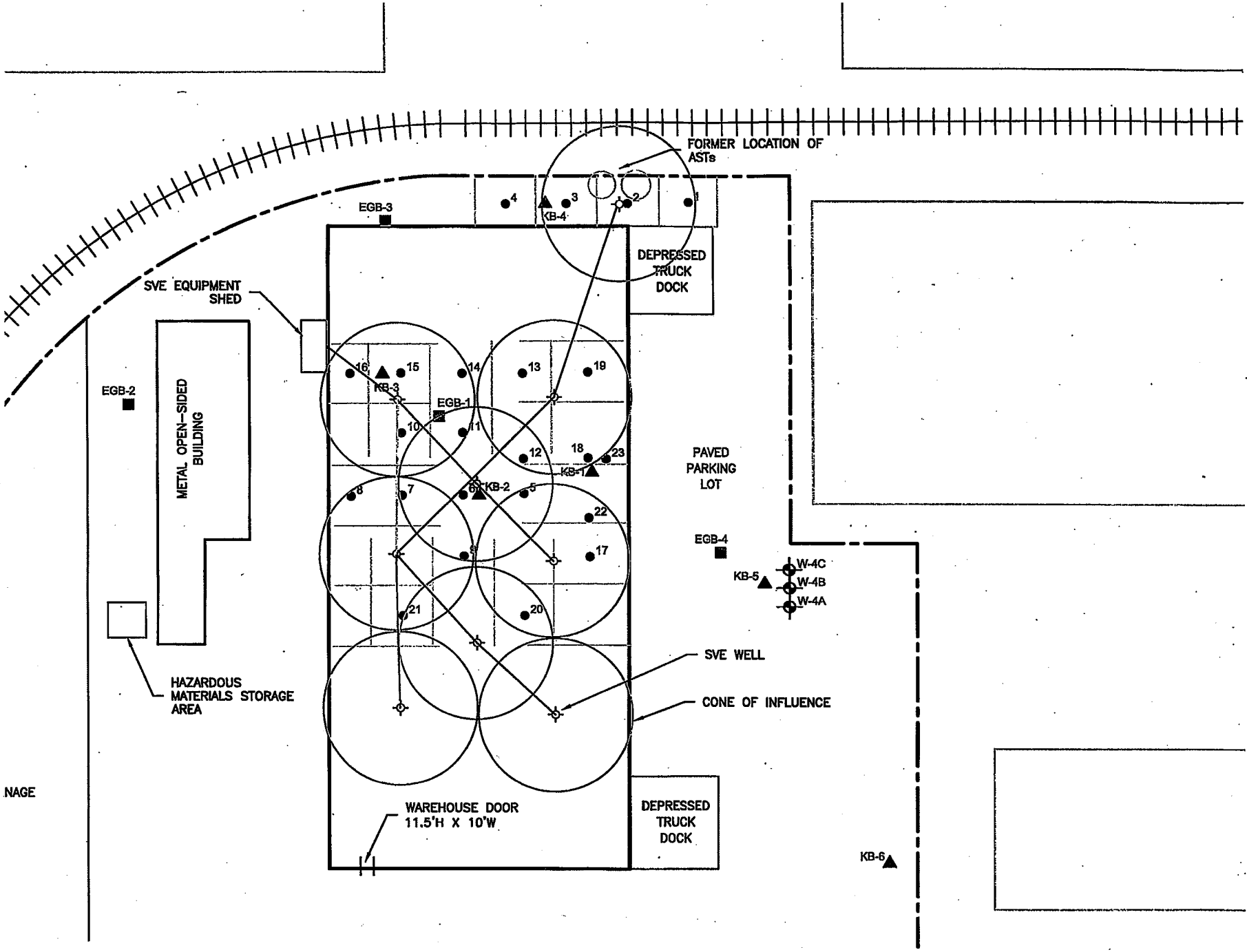


3/X TRENCH SECTION
NOT TO SCALE

1. NOT TO SCALE. DO NOT USE THIS DRAWING FOR MATERIAL TAKE-OFFS OR ESTIMATES. THIS DRAWING IS A SCHEMATIC ONLY. THIS DRAWING IS INTENDED TO SHOW THE GENERAL CONNECTIONS AND GENERAL RELATION OF PROPOSED SYSTEM COMPONENTS.
2. NOT ALL PARTS OF EQUIPMENT COMPONENTS ARE SHOWN. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS NECESSARY TO COMPLETE A FULLY-FUNCTIONAL SYSTEM AS INTENDED. ALL ITEMS, ANCILLARY ITEMS, PLUMBING, FITTINGS AND FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

SLR

Report	PROPOSAL- 2696 S. MAPLE FRESNO, CALIFORNIA
Drawing	SVE SYSTEM DETAILS
Date	April 14, 2010
Scale	AS SHOWN
File Name	DRAWING 2-2
Project No.	001.0311.00002
Figure No.	2



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2696 S. MAPLE
FRESNO, CALI

Report
PROPOSAL

Drawing
PROPOSED

Date April 14, 2010

TABLE 1

Remedy Components:

1. Permitting
2. Installation of nine soil vapor extraction (SVE) wells (4 inch diameter, hollow-stem auger) to 70 foot depth
3. Pilot Testing (confirm radius of influence, concentrations, and flow-rate) - one day
4. Install piping system, electrical service, equipment, control panel, carbon units, etc.
5. Start-up and start-up testing
6. SVE system operations and monitoring
7. Closure testing, closure report, well abandonment, and equipment removal

Primary Assumptions:

1. Assumes SVE wells can be installed with hollow-stem auger drilling methods
2. Assumes SVE flow rate is approximately 180 cfm at a vacuum level of around 10 to 20 inches water column
3. Assumes SVE vapors will be treated with two, 2,000 pound carbon units connected in series
4. Assumes one year of SVE system operation
5. Assumes closure assessment consists of system shut-down and restarting to test "rebound" and vapor sampling from SVE wells.

Remedial Action Component	Units	No. of Units	Unit Cost	Cost	Total Cost
Permitting (Estimate)	Estimate	1	$7,500	$7,500	
Installation of SVE Wells with limited soil sampling	Estimate	9	$3,000	$27,000	
Disposal of soil from SVE Well installation	Cubic Yards	28.0	$100	$2,800	
Pilot Testing (one-day, rental equipment and generator)	Estimate	1	$10,000	$10,000	
					$47,300
			Contingency	20%	$9,500
					$56,800
Soil Vapor Extraction Construction, Equipment Installation, and Start-up					
Final Design and Contractor Coordination	Estimate	1	$10,000	$10,000	
Electrical service connection permitting and installation	Estimate	1	$5,000	$5,000	
Subsurface Piping Installation (saw-cutting, excavation, piping, concrete repair)	Estimate	1	$50,000	$50,000	
Equipment					
SVE blower and moisture separator on skid	Estimate	1	$10,000	$10,000	
Carbon units (two 2,000 pound vapor units) furnish and install	Estimate	2	$6,750	$13,500	
Abovegrade plumbing, gauges, equipment placement	Estimate	1	$5,000	$5,000	
System Start-up, start-up testing, and as-built drawings	Estimate	1	$4,000	$4,000	
Construction Oversight	day	20	$1,000	$20,000	
					$117,500
			Contingency	30%	$35,300
					$152,800
SVE System Operation and Monitoring (per year)					
Electrical Service (estimate 5 hp x 24 hrs/day)	Month	12	$300	$3,600	
Carbon unit change-out and disposal of spent carbon	Event	8	$5,000	$40,000	
Labor (monitoring visits and change-out visits)	Estimate	24	$500	$12,000	
Monthly Vapor Samples (VOCs) - influent, between units, effluent	Each	36	$300	$10,800	
Project Management, Coordination, and Oversight	Estimate	1	$20,000	$20,000	
					$86,400
			Contingency	30%	$30,200
					$116,600
Regulatory Agency Interactions and Status Reports					
Status Reports	Estimate	4	$2,500	$10,000	
Agency oversight and closure review	Estimate	1	$10,000	$10,000	
					$20,000
			Contingency	20%	$4,000
					$24,000
Closure Testing, Closure Report, and System Removal					
System shut-down, the restart with sampling (rebound testing)	Estimate	1	$2,000	$2,000	
Sampling of individual SVE wells for VOCs	Estimate	9	$300	$2,700	
Closure Report Preparation	Estimate	1	$20,000	$20,000	
SVE System Removal and SVE Well Removal					
SVE well removal (over drill)	Estimate	9	$1,000	$9,000	
Piping system cap and cover	Estimate	1	$8,000	$8,000	
Equipment removal and closure removal	Estimate	1	$4,000	$4,000	
Carbon unit removal - final disposal	Each	2	$3,000	$6,000	
					$51,700
			Contingency	20%	$15,500
					$67,200
REMEDIAL ACTION ESTIMATED TOTAL (Rounded to nearest $1,000)					**$415,000**

Year 1 value shown

Net Present Value Summary	SUM NPV:	$209,600	$0	$116,600	$65,433	$23,369	$415,002

Year	Construction (capital costs)	Monitoring	O&M	Closure	Agency
1	$209,600	$0	$116,600	$0	$0
2	$0	$0	$0	$67,200	$24,000
3	$0	$0	$0	$0	$0
4	$0	$0	$0	$0	$0
5	$0	$0	$0	$0	$0

Notes:

Discount factor is calculated as $1/(1 + i)^t$, where i is the real interest rate value of 2.7% (adjusted to remove expected inflation) and t is the number of years.

OMB Circular No. A-94 (Executive office of the President, office of Management and Budget, and 2010 Discount Rates memo dated 12-8-2009)

Exhibit E

amec

October 11, 2010

Project 00596000060

Mr. Timothy King
Union Carbide Corporation
A Subsidiary of The Dow Chemical Company
Post Office Box 8361
South Charleston, West Virginia 25303

Subject: **Groundwater Investigation Work Plan**
Former DowBrands Site, Fresno, California

Dear Mr. King:

AMEC Geomatrix, Inc. has prepared this work plan for The Dow Chemical Company's (TDCC) submittal to the California Regional Water Quality Control Board – Central Valley Region (RWQCB) for the off-site groundwater investigation at the former DowBrands facility in Fresno, California (the site) (Figure 1).

In an August 16, 2010, letter to TDCC, the RWQCB requested a work plan from TDCC for the investigation of the extent of volatile organic chemicals (VOCs) in groundwater northwest of Jensen Avenue. The VOCs in groundwater in this area are primarily from the Champion/Autoline site at 2696 South Maple Avenue, located downgradient from the former DowBrands site. The toe of the VOC plume from the former DowBrands site appears to extend into this area and mix with the VOCs in groundwater from the Champion/Autoline site.

GROUNDWATER INVESTIGATION WORK PLAN

A groundwater investigation will be conducted to complete the characterization of the VOCs in groundwater from the two sites northwest of Jensen Avenue (Figure 1). The investigation will consist of collecting discrete-depth groundwater samples from multiple depths at three locations. Groundwater monitoring wells will be installed based on the sample results.

The discrete-depth groundwater sampling,groundwater monitoring well installation, groundwater monitoring, and reporting are described in this section and are based on the current understanding of the extent of VOCs in groundwater described in the following paragraph.

Current Understanding of the Extent of VOCs in Groundwater

VOCs in groundwater from the former DowBrands site are estimated to extend laterally along the predominant groundwater flow direction from the site (northwest) to a point between Jensen Avenue Bypass and location GW14 (Figure 1). The VOCs in groundwater from the site beyond well cluster W-4 become mixed with VOCs in groundwater from the Champion/Autoline site, with most of the VOCs in groundwater at well cluster W-5 attributed to the Champion/Autoline site. The VOC concentrations from the former DowBrands site decrease northwest of well cluster W-4 to a zero point somewhere between Jensen Avenue and location GW14.

AMEC Geomatrix, Inc.
1281 E. Alluvial Avenue, Suite 101
Fresno, California
USA 93720-2659
Tel (559) 264-2535
Fax (559) 264-7431
www.amecgeomatrixinc.com

AMEC Geomatrix

The maximum vertical extent of VOCs in groundwater from the former DowBrands site is estimated to be about 250 feet below ground surface(bgs), based on the discrete-depth data from locations GW10 and GW11. There was no PCE in the two deepest samples collected at location GW14 (267 and 295.5 feet bgs), supporting the estimate that the maximum vertical extent of VOCs in groundwater from the former DowBrands site is less than about 250 feet bgs.

VOCs in groundwater from the Champion/Autoline site extend laterally along the predominant groundwater flow direction (northwest) to at least location GW14 (Figure 1). Discrete-depth sampling locations GW8 and GW14 and off-site monitoring well cluster W-5 approximately define the longitudinal axis of the VOC plume from this site (Figure 1). The vertical extent of VOCs in groundwater from the Champion/Autoline site appears to be at least 295 feet bgs.

Discrete-Depth Groundwater Sampling

Drilling and encroachment permits will be obtained from Fresno County and the City of Fresno, as necessary, and Underground Service Alert will be notified for utility clearance. Soil cuttings, well development water, well purge water, and equipment decontamination water generated from the field investigation activities will be temporarily stored onsite for subsequent disposal by TDCC.

Discrete-depth groundwater samples will be collected from off-site locations to evaluate the vertical and lateral extent of VOCs in groundwater downgradient of former sampling location GW14 (Figure 1). At each location, an exploration boring first will be drilled to evaluate lithologies at this location. The boring will be drilled using the mud-rotary method to a depth of approximately 400 feet bgs. Soil samples will be collected from the drill cuttings for lithologic logging. The soil samples will be logged for lithology using the Unified Soil Classification System described in ASTM International Method D 2488. After reaching total depth, the boring will be geophysically logged using point resistivity, spontaneous potential, 6-foot lateral, and natural gamma ray logs. After logging, the exploration boring will be grouted with a bentonite/cement slurry from the bottom to the surface via a tremie pipe.

A second boring will be advanced adjacent to (within 20 feet of) the exploration boring for the collection of discrete-depth groundwater samples from apparent water-bearing intervals identified in the exploration boring. The boring will be advanced using the mud-rotary method to the target intervals. A HydroPunch™ or equivalent sampler will then be advanced into the undisturbed water-bearing zone and opened for collection of groundwater samples. The groundwater samples will be submitted to a laboratory for the analysis of VOCs. After sampling, the borings will be filled with a bentonite/cement grout from the bottom to the surface via a tremie pipe.

Groundwater Monitoring Wells Installation

Groundwater monitoring wells will be installed to monitor the VOCs in groundwater. The locations of these wells will depend on the discrete-depth sample results and accessibility.

The wells will be installed using the mud-rotary drilling method. Well construction will depend on the sampling results and lithologies encountered in the exploration borings. The wells will be constructed of 4-inch diameter polyvinyl chloride casing and screen. After a minimum of 24 hours after completion, the wells will be developed by bailing and surging. After completion, the locations and elevations of the new wells will be surveyed by a California licensed land surveyor.

Groundwater Monitoring

Groundwater monitoring will be conducted using the new off-site wells on a semiannual basis. The monitoring will be conducted coincident with the ongoing monitoring of the existing on-site and off-site wells. Monitoring will consist of measuring the water levels in the wells and collecting groundwater samples from the wells for the analysis of VOCs.

Reporting

Results of the off-site groundwater investigation will be described in a report submitted to the RWQCB. The report will include a description of the field and analytical methods, and a summary of the field observations and laboratory data. The results of groundwater monitoring completed at the time the report is prepared also will be included in the report.

The results of the semiannual groundwater monitoring will be presented in reports submitted to the RWQCB following each monitoring event.

Please call if you have any questions.

Sincerely yours,
AMEC Geomatrix, Inc.

William V. Pipes, PG
Principal Geologist

Attachment: Figure 1 – Site Plan

Basemap modified from Environmental Systems Research Institute (ESRI) I3_Imagery_Prime_World_2D (aerial photograph mosaic dataset), 2008 distribution.

SITE PLAN
Former DowBrands Facility
Fresno, California

By: KLU	Date: 09/20/2010	Project No. 5960.006
AMEC Geomatrix		Figure 1

N:\5000s\005960\gis_SitePlan_Off-Site_Expanded_v02.mxd

Exhibit F
Written Instrument of Release and Transfer Document

[Saint Anthony's Bread Basket, Inc./Fresno County Housing Authority/Royal Oaks Business Park, LLC] (hereafter "Released Party"), by signing below, verifies and warrants as follows:

1. Released Party has read the Mutual Release and Covenant Not to Sue document ("Mutual Release") and the related Central Valley Regional Water Quality Control Board ("Central Valley Water Board") Resolution R52012-0097 recorded in Book ___ Page_____in Fresno County, California for the "CPR/Autoline Property," located at 2696 South Maple Avenue, Fresno, Fresno County, California.
2. Released Party understands and agrees that the Mutual Release contains a release by the Central Valley Water Board and a covenant not to bring or support any action or order against subsequent purchasers, tenants, lenders, and occupants of all or a portion of the Property (as defined in the Mutual Release), including their directors, officers, shareholders, managers, employees, partners, affiliates, members, contractors, agents, and their respective successors, and assigns, related to the Existing Conditions (as defined in the Mutual Release), including contamination at, under, or originating from the Property (as defined in the Mutual Release).
3. Released Party understands and agrees that it may enjoy the benefits of the Mutual Release only if it releases and covenants not to sue the Central Valley Water Board as set forth in the Mutual Release, and that by executing this Release, Released Party releases and covenants not to sue the Board in accordance with the terms of the Mutual Release.
4. Released Party understands and agrees that its right to rely on the benefits of the Mutual Release is subject to and conditioned on its own, but only its own, acceptance of all of the provisions of the Mutual Release and its compliance with its obligations under the terms of the Mutual Release.
5. Released Party accepts and agrees to abide by all provisions of the Mutual Release.

This Instrument of Release and Transfer Document shall be effective upon execution by the Released Party. Within three days of execution, Released Party agrees to mail a copy of the executed Release to: Executive Officer, Central Valley Regional Water Quality Control Board, 1685 E Street, Fresno, CA 93706.

_____ _____
Authorized Signature (Released Party) Date

Name/Title:

Company Name/Address: _____
_____

Written Instrument of Release and Transfer Document

DowBrands, Inc. (hereinafter "Released Party"), by signing below verifies and warrants as follows:

1. Released Party has read the Mutual Release and Covenant Not to Sue document ("Mutual Release") and the related Central Valley Regional Water Quality Control Board ("Central Valley Water Board") Resolution R5-2012-0097 recorded in Book _____Page in Fresno County, California for the property previously owned and operated by DowBrands, Inc. located at 4787 East Date Avenue, Fresno, Fresno County, California.
2. Released Party understands and agrees that the Mutual Release contains a release by the Central Valley Water Board and a covenant not to bring or support any action or order against subsequent purchasers, tenants, lenders, and occupants of all or a portion of the Property (as defined in the Mutual Release), including their directors, officers, shareholders, managers, employees, partners, affiliates, members, contractors, agents, and their respective successors, and assigns, related to the Existing Conditions (as defined in the Mutual Release), including contamination at, under, or originating from the Property (as defined in the Mutual Release).
3. Released Party understands and, agrees that it may enjoy the benefits of the Mutual Release only if it releases and covenants not to sue the Central Valley Water Board as set forth in the Mutual Release, and that by executing this Release, Released Party releases and covenants not to sue the Central Valley Water Board in accordance with the Mutual Release.
4. Released Party understands and agrees that its right to rely on the benefits of the Mutual Release is subject to and conditioned on its own, but only its own, acceptance of all of the provisions of the Mutual Release and its compliance with its obligations under the terms of the Mutual Release.
5. Released Party accepts and agrees to abide by all provisions of the Mutual Release.

This Instrument of Release and Transfer Document shall be effective upon execution by the Released Party. Within three days of execution, Released Party agrees to mail a copy of the executed Release to: Executive Officer, Central Valley Regional Water Quality Control Board, 1685 E Street, Fresno, CA 93706.

_____ _____

Authorized Signature (Released Party) Date

Name/Title:

Company Name/Address: _____

_____

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION
1685 E Street, Fresno, California 93706

NOTICE OF PUBLIC HEARING

concerning

A RESOLUTION AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO AN AGREEMENT FOR MUTUAL RELEASE AND COVENANT NOT TO SUE WITH DOWBRANDS, INC. AND EITHER SAINT ANTHONY'S BREAD BASKET, INC. AND THE FRESNO COUNTY HOUSING AUTHORITY OR ROYAL OAKS BUSINESS PARK, LLC
FOR
THE PROPERTY AT 2696 SOUTH MAPLE AVENUE, FRESNO
FRESNO COUNTY, CALIFORNIA

Soil and groundwater at 2696 South Maple Avenue, Fresno, Fresno County (the "Property") has been degraded by solvents used in an auto parts manufacturing/rebuilding business that formerly operated at the Property. The current owners of the Property are in bankruptcy and do not have the funds to remediate the Property. Saint Anthony's Bread Basket, Inc., the Fresno County Housing Authority, and Royal Oaks Business Park, LLC (the "Prospective Purchasers") are interested in purchasing and re-developing the Property. In exchange for an agreement with the Central Valley Water Board limiting their liability, the Prospective Purchasers have each individually made proposals to carry out certain remedial activities at the Property. If the Resolution is approved by the Central Valley Water Board, the Board would enter into such an agreement with the Prospective Purchaser that first acquires title to the Property, and remedial activities would be conducted under Central Valley Water Board staff oversight.

DowBrands, Inc. formerly owned a facility upgradient of the Property at 4787 East Date Avenue, Fresno, Fresno County (the "DowBrands Property"). Activities at the DowBrands Property also degraded soil and groundwater with solvents, and degraded groundwater from the DowBrands Property has commingled with degraded groundwater from the Property. DowBrands is seeking assurances from the Central Valley Water Board that it will not incur liability for the cleanup of groundwater degradation that did not originate from the DowBrands Property.

A public hearing concerning this matter will be conducted during the Central Valley Water Board meeting scheduled for:

DATE:	3/4/5 October 2012
TIME:	8:30 a.m.
PLACE:	Central Valley Regional Water Quality Control Board 11020 Sun Center Drive #200 Rancho Cordova, CA 95670-6114

The tentative Resolution was issued on **27 July 2012**. Persons wishing to comment on this item must submit testimony, evidence, if any, and/or comments in writing to the Central Valley Water Board no later than **5:00 p.m. on 27 August 2012**. Written materials submitted after this date and time will not be accepted and will not be incorporated into the administrative record if doing so would prejudice any party.

All parties may speak at the Central Valley Water Board meeting, and are expected to orally summarize their written submittals. Oral testimony and cross examination will be limited in time by the Board Chair. All parties may be asked to respond to clarifying questions from Board members, counsel, staff, or others, at the discretion of the Board Chair.

Anyone having questions on the tentative Resolution should contact Mr. Russell Walls at (559) 488-4392, or at rwalls@waterboards.ca.gov. Interested parties may download the proposed Order and related documents from the Central Valley Water Board's Internet website at:

http://www.waterboards.ca.gov/centralvalley/board_decisions/tentative_orders/

Copies of these documents can also be obtained by contacting or visiting the Central Valley Water Board's office at 1685 E Street, Fresno, CA 93706 weekdays between 8:00 a.m. and 5:00 p.m, or by contacting the person above.

The final meeting agenda will be available at:

http://www.waterboards.ca.gov/board_info/agendas/

at least ten days before the meeting. The agenda will provide the dates the Board meeting will be held, indicate the anticipated order of agenda items, and may include staff revisions to the proposed order(s).

The procedures governing Central Valley Water Board meetings may be found at California Code of Regulations, title 23, section 647 et seq. and are available upon request. The procedures may also be obtained by accessing:

http://www.waterboards.ca.gov/laws_regulations/

Information on meeting and hearing procedures is also available on the Board's website at:

http://www.waterboards.ca.gov/centralvalley/board_info/meetings/mtgprocd.shtml

or by contacting any one of the Board's offices. Questions regarding such procedures should be directed to Ms. Kiran Lanfranchi-Rizzardi at (916) 464-4839.

The hearing facilities will be accessible to persons with disabilities. Individuals requiring special accommodations are requested to contact Ms. Kiran Lanfranchi-Rizzardi at (916) 464-4839 at least 5 working days prior to the meeting. TTY users may contact the California Relay Service at 1-800-735-2929 or voice line at 1-800-735-2922.

Please bring the above information to the attention of anyone you know who would be interested in this matter.

Original signed by:

CLAY RODGERS, Assistant Executive Officer

27 July 2012