



ENVIRO-SCIENCES, INC.
3478 BUSKIRK AVENUE, SUITE 336
PLEASANT HILL, CA 94523
PHONE: (925) 945-6394 • FAX: (925) 945-6167

January 23, 2002

Mr. Wade Cornwell
Department of Toxic Substances Control
Permitting Division
8800 Cal Center Drive
Sacramento, California 95826

**Re: Recorded Land Use Restriction and Request for NFA
Crompton Corporation Property – Mt. Poso Tank Farm
4100 Airport Drive, Oildale, California**

Dear Mr. Cornwell,

Please find enclosed, the Covenant to Restrict Use of Property, Environmental Restriction and cover page (Document #: 0202004088) to verify that the land use restriction for the subject property was recorded by the Kern County Assessor - Recorder on January 10, 2002. The recording of the land use restriction completes the closure activities specified in the approved, January 2001, Final Closure Plan prepared by Enviro-Sciences, Inc. (ESI) for the subject site. Completion of the soil remedial activities was documented in the December 18, 2001, Site Closure Report prepared by ESI for the subject site

As indicated in the December 21, 2001 letter from the Department of Toxic Substances Control (DTSC) to ESI, final closure certification may be approved by DTSC upon receipt of the recorded copy of the land use restriction (enclosed). Therefore, Crompton Corporation requests that DTSC issue a No Further Action (NFA) letter for the site. If you have any questions or comments, please call me in our Pleasant Hill, California office at (925) 945-6394.

Sincerely,
Enviro-Sciences, Inc.

Steven W. Pierce, R.G.
Project Manager

Enclosure

c: Al Nesheiwat, Crompton Corporation

HEADQUARTERS

111 HOWARD BOULEVARD, SUITE 108 • MT. ARLINGTON, NJ 07856 • (973) 398-8183 • FAX (973) 398-8037

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

James Maples, Assessor-Recorder
Kern County Official Records

DOCUMENT #: 0202004088

SOFIR
Pages: 14
1/10/2002
10:11:00



0202004088

Fees 43.00
Taxes
Other
TOTAL
PAID 43.00

WHEN RECORDED MAIL TO:

Matt Sutton
Enviro-Science Inc.
3478 Buskirk Ave. Ste. 336
Pleasant Hill CA 94523-7312

THIS SPACE FOR RECORDER'S USE (Stat. Types: 1

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

- OR
- MD
- LN
- RF
- NA
- ST

Covenant to restrict Use of Property
Environmental Restriction



COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

**Mt. Poso Tank Farm
4100 Airport Drive
Oildale, California
Parcel Number 483-040-35-00**

This Covenant and Agreement ("Covenant") is made by and between Crompton Corporation (the "Covenantor"), the current owner of certain property situated in Oildale, County of Kern, State of California, described in the attached Grant Deed as Parcel "B", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department, collectively referred to as the "Parties", therefore intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety and the environment.

ARTICLE I

STATEMENT OF FACTS

1.01 The Property, totaling approximately 26.68 acres, is more particularly described and depicted in the attached Grant Deed as Parcel "B", attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded by Airport Drive to the West, Petrol Road to the North, undeveloped property to the south, and residential property to the east. This property is more specifically described as Kern County Assessor's Parcel No(s): 483-040-35-00.

1.02 The primary use for the Property was storage of crude oil from the 1930's until 1997. The storage reservoir was located in the northern portion of the Property and was demolished in 1997. The remainder of the Property, other than the location of the former reservoir, was used to store treated and untreated acidic tar. This tar was originally generated at

the Golden Bear (formerly Witco Corporation) Refinery in Bakersfield, California.

As part of the closure activities required for the hazardous waste facility located at the Property, the untreated acidic tar has been removed and disposed of off-site. The hazardous waste facility located at the Property was regulated by the Department pursuant to the requirements of Health and Safety Code section 25100 et seq. Pursuant to the applicable state law and regulations, the Department is requiring this Covenant as part of the facility closure.

The Department circulated a Closure Plan, which contained a Baseline Human Risk Assessment, together with a Notice of Exemption prepared pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq., for public review and comment for a period of 30 days starting June 30, 2001. Because hazardous wastes, which are also hazardous materials as defined in Health and Safety Code sections 25117 and 25260, including polynuclear aromatic hydrocarbons, remain in the soil at the Property, the Closure Plan states that the use of the Property is restricted for industrial purposes only. The Department approved the Closure Plan together with the Baseline Human Risk Assessment on September 25, 2001.

1.03 As detailed in the Baseline Human Risk Assessment as approved by the Department on September 25, 2001, soils at the Property contain hazardous wastes and hazardous materials, as defined in Health and Safety Code sections 25117 and 25260. However, the Property, as remediated, and subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment.

ARTICLE II

DEFINITIONS

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

2.02 Owner. "Owner" shall mean the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03 Occupant. "Occupant" shall mean Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

ARTICLE III GENERAL PROVISIONS

3.01 Restrictions to Run With the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every one of the Restrictions: (a) shall run with the land pursuant to Health and Safety Code sections 25202.5 and 25202.6, and Civil Code section 1471; (b) shall inure to the benefit of and pass with each and every portion of the Property, (c) shall apply to and bind the respective successors in interest to the Property, (d) are for the benefit of, and shall be enforceable by the Department, and (e) are imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding Upon Owners/Occupants. Pursuant to Health and Safety Code section 25202.5(b), this Covenant shall be binding upon all of the owners of the land, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the covenantee(s) herein. "Owner" shall include "Covenantor".

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

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

administrative order, or specific provision of this Covenant.

ARTICLE IV
RESTRICTIONS

4.01 Prohibited Uses. The use of the Property shall be restricted for industrial purposes only. The Property shall not be used for any of the following purposes:

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

4.02 Soil Management

- (a) Activities which will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) may only be conducted on the Property pursuant to the attached Soil Management and Health and Safety Plan.
- (b) Any soil containing residual untreated tar brought to the surface by grading, excavation, trenching, backfilling or natural processes shall be managed in accordance with all applicable provisions of state and federal law.
- (c) The Owner will provide the Department written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating on the Property.

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

- (a) No raising of food (cattle, food crops, cotton) shall be permitted on the property.
- (b) No drilling for drinking water, oil, or gas shall be permitted on the

Property without prior written approval by the Department.

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

ARTICLE V ENFORCEMENT

5.01 Enforcement. Failure of the Covenantor and/or Owner to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department, by reason of this Covenant, to require that the Covenantor and/or Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas, constructed or placed upon any portion of the Property constructed in violation of the Restrictions). Violation of this Covenant shall be grounds for the Department to file civil and/or criminal actions against the Covenantor and/or Owner as provided by law.

ARTICLE VI VARIANCE, TERMINATION, AND TERM

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

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

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

ARTICLE VII
MISCELLANEOUS

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

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

7.03 Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Kern within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04 Notices. Whenever any person gives or serves any notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Crompton Corporation
 One American Lane
 Greenwich, Connecticut 06831

To Department: Land Disposal Branch
 Department of Toxic Substances Control
 8800 Cal Center Drive
 Sacramento, California 95826-3200

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

7.05 Partial Invalidity. If any portion of the Restrictions or other term set forth herein is

determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

IN WITNESS WHEREOF, the Parties execute this Covenant.

"Covenantor"

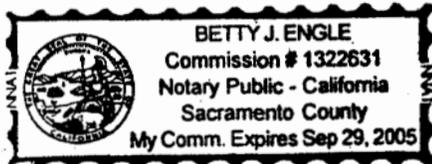
Date: 12/12/01

By: 
DIRECTOR Environmental Affairs
Title

"Department"

Date: 12/20/01

By: James M. Pappas
Branch Chief
Title



James Maples, Assessor-Recorder
Kern County Official Records
DOCUMENT #: 0198072200

JOANNE
Pages: 4
6/02/1998
8:00:00

ORDER NO. 97350 - LLA 97-97

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE INS. CO.
WHEN RECORDED MAIL TO:

Fees.... 16.00
Taxes....
Other....
TOTAL
PAID... 16.00

SMITH - ROBERTS
ATTN: BURK CORNELIUS
50th ST. #246
OKLAHOMA CITY, OK. 73112

Stat. Types: 1

MAIL TAX STATEMENTS TO:

DOCUMENTARY TRANSFER TAX S-0- LOT LINE
 COMPUTED ON FULL VALUE
 LESS LIENS OR ENCUMBRANCES

SAME AS ABOVE

APN# 483-040-04 & 483-040-20


FIRST AMERICAN TITLE INSURANCE CO.

GRANT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WITCO CORPORATION, A DELAWARE CORPORATION, FORMERLY KNOWN AS WITCO CHEMICAL CORPORATION, FORMERLY KNOWN AS WITCO CHEMICAL CORPORATION - GOLDEN BEAR DIVISION, FORMERLY KNOWN AS GOLDEN BEAR OIL CO.

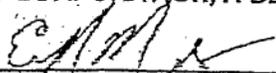
HEREBY GRANT(S) TO: WITCO CORPORATION, A DELAWARE CORPORATION, FORMERLY KNOWN AS WITCO CHEMICAL CORPORATION, FORMERLY KNOWN AS WITCO CHEMICAL CORPORATION - GOLDEN BEAR DIVISION, FORMERLY KNOWN AS GOLDEN BEAR OIL CO.

THE REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, DESCRIBED AS:

SEE ATTACHED LEGAL DESCRIPTION ATTACHED HERETO

DATED: 4-27-98

WITCO CORPORATION, A DELAWARE CORPORATION


BY: Eric R. Myers
ITS: Group Vice President

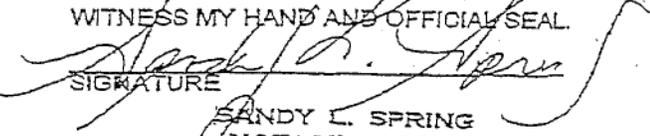
STATE OF ~~CALIFORNIA~~ CONNECTICUT
COUNTY OF ~~VENTURA~~ PATRICK

ON April 27, 1998 BEFORE ME,

Sandy L. Spring A NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

Eric R. Myers PERSONALLY APPEARED
Eric R. Myers PERSONALLY KNOWN TO ME
(OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL


SIGNATURE

SANDY L. SPRING
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2003

PARCEL "A" LOTLINE ADJUSTMENT. No. 97-97

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.B. & M., IN THE COUNTY OF KERN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 OF PARCEL MAP NO. 2694 RECORDED IN BOOK 12 OF PARCEL MAPS AT PAGE 43 ON DECEMBER 6, 1974, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY OF AIRPORT DRIVE (COUNTY ROAD NO. 2390).
- 1) THENCE ALONG THE WEST LINE OF SAID PARCEL 1 N 09°47'19" W, A DISTANCE OF 22.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 2055.00 FEET;
 - 2) THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°27'37" AN ARC LENGTH OF 303.44 FEET;
 - 3) THENCE N 01°19'42" E, A DISTANCE OF 822.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35;
 - 4) THENCE ALONG SAID NORTH LINE, S 89°14'57" E A DISTANCE OF 120.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1;
 - 5) THENCE ALONG THE EAST LINE OF SAID PARCEL 1 S 01°19'42" W, A DISTANCE OF 378.57 FEET;
 - 6) THENCE S 89°07'41" E, A DISTANCE OF 422.81 FEET;
 - 7) THENCE N 21°10'06" E, A DISTANCE OF 292.70 FEET;
 - 8) THENCE N 01°19'49" E, A DISTANCE OF 181.88 FEET;
 - 9) THENCE S 89°14'49" E, A DISTANCE OF 37.91 FEET;
 - 10) THENCE N 01°19'49" E, A DISTANCE OF 75.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 180.00 FEET;
 - 11) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75°08'05" AN ARC LENGTH OF 236.05 FEET;
 - 12) THENCE N 76°27'54" E, A DISTANCE OF 129.53 FEET;
 - 13) THENCE S 89°14'49" E, A DISTANCE OF 152.49 FEET TO A POINT ON THE WEST LINE OF TRACT NO. 3967 RECORDED IN BOOK 30 OF MAPS AT PAGE 23, ON FILE IN THE OFFICE OF SAID COUNTY RECORDER;
 - 14) THENCE ALONG THE WEST LINE OF SAID TRACT S 01°20'32" W, A DISTANCE OF 1504.36 FEET TO A POINT 175.00 FEET DISTANT, MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF SAID SECTION 35;
 - 15) THENCE ALONG A LINE PARALLEL TO AND 175.00 FEET DISTANT, MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1116.96 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 27.74 ACRES


JASON E. VANCUREN L.S. 7439



PARCEL "B"
 LOTLINE ADJUSTMENT No. 97-97

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.B. & M., IN THE COUNTY OF KERN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 OF PARCEL MAP NO. 2694 RECORDED IN BOOK 12 OF PARCEL MAPS AT PAGE 43 ON DECEMBER 6, 1974 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY OF AIRPORT DRIVE (COUNTY ROAD NO. 2390);

- 1) THENCE ALONG THE WEST LINE OF SAID PARCEL 1 N 09°47'19" W, A DISTANCE OF 22.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 2055.00 FEET;
- 2) THENCE ALONG SAID CURVE TO THE NORTH THROUGH A CENTRAL ANGLE OF 8°27'37" AN ARC LENGTH OF 303.44 FEET;
- 3) THENCE N 01°19'42" E, A DISTANCE OF 822.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35;
- 4) THENCE ALONG SAID NORTH LINE S 89°14'57" E, A DISTANCE OF 120.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
- 5) THENCE ALONG A LINE PARALLEL TO AND 175.00 FEET DISTANT, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 AND THE CENTERLINE OF COUNTY ROAD NO. 2390 (AIRPORT DRIVE), N 01° 19'42" E A DISTANCE OF 1148.11 FEET TO A POINT 175.00 FEET DISTANT, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
- 6) THENCE ALONG A LINE PARALLEL TO AND 175.00 FEET DISTANT THEREFROM MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, S 89°14'49" E A DISTANCE OF 971.81 FEET TO A POINT ON THE WEST LINE OF TRACT NO. 3967 RECORDED IN BOOK 30 OF MAPS AT PAGE 23 ON FILE IN THE OFFICE OF SAID COUNTY RECORDER;
- 7) THENCE ALONG THE WEST LINE OF SAID TRACT No. 3967 S 01°20'32" W, A DISTANCE OF 790.82 FEET;
- 8) THENCE N 89°14'49" W, A DISTANCE OF 152.49 FEET;
- 9) THENCE S 76°27'54" W, A DISTANCE OF 129.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 180.00 FEET;
- 10) THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75°08'05", AN ARC LENGTH OF 236.05 FEET;
- 11) THENCE S 01°19'49" W, A DISTANCE OF 75.93 FEET;
- 12) THENCE N 89°14'49" W, A DISTANCE OF 37.91 FEET;
- 13) THENCE S 01°19'49" W, A DISTANCE OF 181.83 FEET;
- 14) THENCE S 21°10'06" W, A DISTANCE OF 292.70 FEET;
- 15) THENCE N 89°07'41" W, A DISTANCE OF 422.81 FEET TO A POINT 175.00 FEET DISTANT, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID COUNTY ROAD NO. 2390;
- 16) THENCE ALONG A LINE PARALLEL TO AND 175.00 FEET DISTANT, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID COUNTY ROAD NO. 2390 (AIRPORT DRIVE), N 01°19'49" E, A DISTANCE OF 378.57 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 26.68 ACRES


 JASON E. VANCUREN L.S. 7439



30' RIGHT-OF-WAY FOR COUNTY ROAD NO. 320
PER RECORD OF SURVEY, BK. 4, PG. 45

PETROL ROAD
COUNTY ROAD No. 320
NORTH LINE S.E. 1/4 SEC. 35 28/27

K.C.S. CONC. MON'T
IN L.H. FOR CTR 1/4
COR. SEC. 35 28/27
PER FILED MAP BK. 7
PAGE 43, ON FILE IN THE
OFFICE OF THE COUNTY
SURVEYOR.

LOTLINE ADJUSTMENT NO. 97-97

BEING AN ADJUSTMENT OF BOUNDARY LINES BETWEEN
PARCEL 1 OF F.M. 2894 RECORDED IN BK. 12 AT PG. 43
OF PARCEL MAPS & PARCEL PER BOOK 3833,
PAGE 572 O.R. & BEING A PORTION OF THE SOUTHEAST
QUARTER OF SECTION 35 T 28 S R 27 E COUNTY OF
KERN, STATE OF CALIFORNIA.

BASIS OF BEARING

THE BEARING OF N 89°14'49" W FOR THE NORTH
LINE OF THE SOUTHEAST QUARTER OF SECTION 35
28/27 AS CALCULATED FROM RECORD INFORMATION
PER FILED MAP BOOK 7, PAGE 92 ON FILE IN THE
OFFICE OF THE KERN COUNTY SURVEYOR WAS USED
AS THE BASIS OF BEARINGS FOR THIS MAP.

EASEMENT NOTES:

- 1) EASEMENT PER BK. 661, PG. 398 O.R. IS NOT PLOTTABLE FROM RECORD INFORMATION.
- 2) EASEMENT PER BK. 342, PG. 99 O.R. IS NOT PLOTTABLE FROM RECORD INFORMATION.
- 3) CONTRACT OF SETTLEMENT PER BK. 2 OF AGREEMENTS AT PG. 40 IS NOT PLOTTABLE FROM RECORD INFORMATION.
- 4) EASEMENT PER BK. 1137, PG. 40 DOES NOT AFFECT PARCELS INVOLVED IN THIS LOTLINE ADJUSTMENT.

UNDEVELOPED LAND

AIRPORT DRIVE
COUNTY ROAD No. 2390
WEST LINE OF THE S.E. 1/4 SECTION 35 28/27

20' WIDE SOUTHERN CAL GAS CO.
EASEMENT PER BK. 3837, PG. 408 O.R.

20' WIDE GAS CO.
O.R. GAS DP.
PER BK. 3837
PG. 410 O.R.

CENTERLINE OF 20' WIDE
PIPELINE EASEMENT IN
FAVOR OF TEXCO TRADING AND
TRANSPORTATION PER INST. No.
D197063571

NORTH SOUTH MIDSECTION LINE OF THE SOUTHEAST QUARTER OF SECTION 35

TRACT NO. 3987
BK. 20 OF MAPS, PG. 23

TRACT NO. 3988
BK. 20 OF MAPS, PG. 123



Δ = 08°27'37"
R = 2055.00'
T = 152.00'
L = 303.44'

N09°47'19"E
22.81'

CONCRETE MON.
2' DEEP FOR S 1/4
COR SECTION 35, 28/27
PER PARCEL MAP No. 9932
BK. 43, PAGE 150 OF P.M.
ON FILE OFFICE OF THE COUNTY
RECORDER.

S& LINE SEC. 35, 28/27

This Map is Provided for Illustration Purposes Only

PROJECT: **LOTLINE ADJUSTMENT NO. 97-97**

SLV SIMPSON · LUSICH · VANCUREN INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

851 "H" STREET SUITE 200
BAKERSFIELD, CA 93304
PHONE: (805) 327-1112

JOB NO.: 196181-400

DATE: 11/03/97

DWN BY: A.O.B.

SCALE: 1" = 400'

SHEET 1 OF 1

SOIL MANAGEMENT AND HEALTH AND SAFETY PLAN

GOLDEN BEAR MT. POSO TANK FARM
4100 AIRPORT DRIVE
OILDALE, CALIFORNIA

This Soil Management and Health and Safety Plan has been prepared to be used in conjunction with the Covenant to Restrict Use of Property (Deed Restriction) at the above referenced site. As required in Article IV, Restrictions, of the Deed Restriction, Section 4.02, Soil Management, "No activities which will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) shall be permitted on the Property without a Soil Management Plan and a Health and Safety Plan submitted to the Department for review and approval." The information and guidelines presented in this plan, therefore, shall be referenced and followed when any activities that will disturb soil are planned for the site. This Soil Management and Health and Safety Plan have been provided as guidance for work that involves disturbing soil. They are not intended to provide general health and safety guidance for other activities at the site.

Health and Safety

As part of the Closure Plan for the site, a Baseline Human Risk Assessment (RA) was prepared which evaluated the potential human and exposure pathways associated with potential exposures to treated tar in soils at the site. The deed restriction and the RA assume that the intended future land use is industrial, most likely involving the construction and operation of new petroleum storage tanks. On this basis, the RA and this plan address exposure to the future construction worker and future facility worker.

The conclusions of the RA indicate that under the assumed exposure scenarios, the cumulative cancer risk associated with potential exposure to the soil containing treated tar is either below or within the target cumulative risk range of 10^{-6} to 10^{-4} for the future construction worker or future facility worker. Based on the results of the RA, this plan has been prepared so that on-site workers are not exposed to unacceptable risks when soil is being disturbed.

The assumed exposure scenarios for the future construction worker and future facility worker in the RA evaluated a 70-kg adult who contacts soil at the site via ingestion, dermal contact, and inhalation of airborne vapors and particulates. For the future construction worker, it was assumed the exposure would occur 8 hours/day, 5 days/week, for 13 weeks. For the future facility worker, it was assumed the exposure would occur 8 hours/day, 250 days/year for 25 years. To be conservative, although less than 50 percent of the site contains treated tar, for the purpose of assessing risk it was assumed that 100 percent of the soil contacted contains PAHs.

Based on the above presented information and the approved Baseline Human Risk Assessment, this Soil Management and Health and Safety Plan presents the following procedures to be followed during site activities that disturb soil.

- During site work that includes disturbing soil, workers shall perform the work in modified Level D personal protective equipment.
- Workers conducting site activities shall not do so for durations which exceed the above listed assumptions: i.e. a construction worker, shall not exceed 13 weeks of continuous activity for 8 hours/day, 5 days/week, and a facility worker, shall not exceed 25 years of site activity for 8 hours/day, 250 days/year. If workers exceed these durations, they shall upgrade to Level C personal protective equipment.

Soils Management

It is anticipated that upon completion of the Acid Tar Removal Action Plan implementation, no offsite disposition of hazardous waste will be necessary. However, if any residual hazardous materials or wastes are encountered during construction or other on site activities, they will be disposed offsite in accordance with applicable regulations. Impacted soils which are excavated but not deemed hazardous, may be managed onsite as non-hazardous.