



CITY OF CARSON

PLANNING COMMISSION STAFF REPORT

PUBLIC HEARING: June 10, 2014

SUBJECT: Design Overlay Review No. 1541-14, Variance No. 552-14 and Modification No. 1 to Conditional Use Permit No. 877-11

APPLICANT: KL Fenix Corporation
19401 S. Main Street, Suite 301
Gardena, CA 90248

REQUEST: Approve a design overlay review to build a 5,166-square-foot office, modification to conditional use permit for a truck yard operation and variance application for reduction in 25-foot front yard setback

PROPERTY INVOLVED: 19101 S. Broadway

COMMISSION ACTION

☐ Concurred with staff

☐ Did not concur with staff

☐ Other

COMMISSIONERS' VOTE

<u>AYE</u>	<u>NO</u>		<u>AYE</u>	<u>NO</u>	
		Chairman Faletogo			Gordon
		Vice-Chair Verrett			Piñon
		Brimmer			Saenz
		Diaz			Schaefer
		Goolsby			

Item No. 11-B

I. Introduction

Requests

Design Overlay Review No. 1541-14 for construction of a 5,166-square-foot office building

Modification No. 1 to Conditional Use Permit No. 877-11 for operation of a truck yard business with 76 diesel truck spaces

Variance No. 552-14 for reduction of the 25-foot front yard setback

Property Owner and Applicant

KL Fenix Corporation, 19401 S. Main Street, Suite 301, Gardena, CA 90248

Project Address

19101 S. Broadway, Carson, CA

Project Description

The applicant requests the approval of a design overlay review application to build a 5,166-square-foot office building and modification to conditional use permit to allow the use of a truck yard business on a 2.7-acre site with 76 proposed semi-diesel truck spaces and 5 parking spaces for the truckers/guest vehicles to be located in the MH-D-ORL (Manufacturing Heavy, Design Overlay Review, Organic Refuse Landfill) zoning district. Pursuant to Carson Municipal Code (CMC) Section 9148.9, a truck yard use located within the MH zone district shall obtain a conditional use permit (CUP). Pursuant to CMC Section 9122.12, no use shall be permitted on property designated as ORL without the approval of a conditional use permit.

II. Background

Use of Property

The property is vacant and was used as an organic refuse landfill under Los Angeles County Industrial Permit No. 1913 that accepted materials such as steel mill slag, asbestos fiber and dried mud cake from oil field sumps. A 1997 Phase II subsurface soils investigation confirmed the presence of metals, petroleum hydrocarbons and a limited variety of volatile organic compounds. The site is covered by a two-foot thick subsurface cover of gravel and sand that has been placed over the land-filled materials to prevent potential human exposure and provide a stable and usable surface. The subject site was operated by the Southwest Steel Rolling Mills Company which closed in 1968.

The former owner of the subject site previously operated a truck yard without compliance with the CMC requirements for conditional use permit approval for development on an organic refuse landfill site. City code enforcement actions required the illegal truck yard to cease operations.



Previous Discretionary Permits

There are four discretionary permits of record. Special Use Permit No. 5-68 was approved on January of 1969 for an expansion of a waste disposal facility and Variance No. 413-99 was approved in May 1999 for deviation from CMC Section 9162.0 (Paving and Drainage of Vehicular Areas). Further, on May 14, 2013, the Planning Commission approved Conditional Use Permit No. 877-11 for a truck yard business with no office building. Additionally, the Planning Commission recommended approval to the City Council of Conditional Use Permit No. 878-11 for development on an organic refuse landfill site. On June 18, 2013 the City Council approved Resolution No. 13-055 approving General Plan Amendment No. 88-10, changing the land use designation from light industrial to heavy industrial and approving Conditional Use Permit No. 878-11 for development of an organic refuse landfill site.

The current property owner purchased the property on August of 2013 and began complying with the conditions of approval for Conditional Use Permit No. 877-11 by constructing the required boundary masonry walls.

Public Safety Issues

The Public Safety Department previously opened a case for lack of maintenance on the subject property. The former owner complied by cleaning the property frontage of trash and weeds.

III. Analysis

Location/Site Characteristics/Existing Development

The 2.7-acre subject property is located at 19101 S. Broadway. The site is currently vacant and no hazardous wastes are stored on the property.

Light and heavy industrial uses surround the subject property. Surrounding zoning includes ML-D (Manufacturing, Light – Design Overlay) and MH-D (Manufacturing, Heavy – Design Overlay).

The site's existing MH-D-ORL zoning required the processing of a conditional use permit application and the submittal of a report approved by the Building and Safety Division and the City Council. The report must be prepared by a licensed civil engineer and include plans for a protective system or systems designated to eliminate or mitigate the potential hazards and environmental risks associated with the proposed use. According to Targhee, Inc., Environmental Consultants, excavation of the surface cover or landfill below the cover would potentially raise health and safety concerns for on-site workers as well as disposal issues relating to the unknown hazardous nature of the foundry related gravel located under the surface cover.

The State Department of Toxic Substances Control (DTSC) previously reviewed the proposed use and the engineer's report prepared for a truck yard project. According to DTSC the former landfill site accepted wood chips, petroleum hydrocarbons (dried

mud cake from oil fields), solvents, anti-freeze, metal fragments, oil-stained debris and garbage material. DTSC has determined that the methane concentrations at this site will require monitoring and mitigation and the total petroleum hydrocarbons (TPH) concentrations may pose a potential nuisance effect.

Considering the proposed truck yard use DTSC identifies the following:

1. Applicant/owner shall coordinate with the LA County Division of Building and Safety to ensure that a mitigation system for methane and an engineering control for the TPH concentrations are incorporated in property development plan;
2. DTSC will require the applicant/owner to sign a Land Use Covenant to be prepared by DTSC ensuring that DTSC monitors any proposed improvements on the site; and
3. Although other contaminants such as metals (and potentially asbestos) were detected in the subsurface, these contaminants will not pose a threat to human health so long as the site remains paved.

On April 24, 2014, DTSC signed a "Voluntary Cleanup Agreement" with the property owner to investigate and/or remediate a release or threatened release of any hazardous substance at or from the subject site under the oversight of DTSC.

The proposed truck yard will have a 5,166-square-foot two-story office building with a 1,800-square-foot ground floor with restroom, drivers' lounge and kitchen facilities. The second floor will be 3,366 square feet consisting of offices, lunch room, storage and a conference room. The office building features raised floor drive-through parking area to maximize vehicle maneuvering within the irregular shaped parcel. The site plan includes 76 stalls with parking stalls averaging 12 feet by 45 feet in size for diesel trucks with trailers and 21 parking spaces for office use complying with CMC parking requirements.

The hours of operation will be from 8:00 a.m. to 5:00 p.m. Monday to Friday. There will be on-site security cameras on the subject site. There are no residential uses within 500 feet of the proposed truck yard operation. There will be no hazardous materials stored on site; no overweight and no trans-loading will occur at the site. Furthermore, the proposed truck yard will have on-site security guard along with security cameras offering real-time monitoring to deter criminal activity.

The proposed truck yard site plan was reviewed and conditioned for approval by the LA County Fire Department. The City's Traffic Engineer reviewed the proposed interior truck parking areas and deemed them as adequate and in compliance with the CMC. There are no adverse impacts expected from this project that would adversely affect residential or commercial areas. Truck drivers will be informed to adhere to the City truck routes and avoid residential areas.



CMC Section 9148.9 requires that:

- All setbacks abutting a public right-of-way shall be a minimum of 25 feet and that landscape plans be prepared by a licensed landscape architect;
- Any chain-link fencing visible from public right-of-way be removed and replaced with decorative masonry walls, such as split-face, stucco block or slump-stone and be approved by the Planning Division; and
- Decorative wrought iron gates with opaque screening shall be installed at all access points visible to the public right-of-way.

The applicant/owner has provided a landscape plan by a licensed landscape architect as per the CMC and has requested a Variance to reduce the required twenty-five (25) foot front yard setback area to ten (10) feet. The owner/applicant is proposing more landscaping on the area south of the proposed office building to enhance the site aesthetics. The owner/applicant will provide new asphalt in compliance with CMC Section 9162.0 which requires that the minimum thickness of the paving and base to be determined by an on-site pavement study completed by a licensed soils engineer approved by the Public Works Director.

The required landscaping, fencing and asphalt paving to be improved within 90 to 120 days or sooner in compliance to the CMC.

Zoning/General Plan Designation

The subject property is zoned MH-D-ORL (Manufacturing, Heavy – Design Overlay – Organic Refuse Landfill) and surrounding properties to the east and northeast share the same zoning designation with exception to the ORL designation. The property to the north is zoned ML-D (Manufacturing, Light-Design Overlay Review). The subject property has a General Plan Land Use designation of Heavy Industrial.

Applicable Zoning Ordinance Regulations

The proposed CUP is subject to the approval of a development plan in accordance with the Conditional Use Permit (CUP) procedures as provided in Section 9172.21 and subject to CMC Section 9148.9 (Truck Terminal and Truck Yard Facilities).

Required Findings: Site Plan and Design Review

Pursuant to Section 9172.23, Site Plan and Design Review, the Planning Commission may approve the proposal only if the following findings can be made in the affirmative:

1. Compatibility with the General Plan, any specific plans for the area, and surrounding uses.
2. Compatibility of architecture and design with existing and anticipated development in the vicinity, including the aspects of site planning, land coverage, landscaping, appearance and scale of structures and open spaces

and other features relative to a harmonious and attractive development of the area.

3. Convenience and safety of circulation for pedestrians and vehicles.
4. Attractiveness, effectiveness and restraint in signing, graphics and color.
5. Conformance to any applicable design standards and guidelines that have been adopted pursuant to Section 9172.15.

Required Findings: Conditional Use Permit

Pursuant to Section 9172.21(D), Conditional Use Permit, the Planning Commission may approve the proposal only if the following findings can be made in the affirmative:

1. The proposed use and development are consistent with the General Plan Heavy Industrial Land Use Designation.
2. The site is adequate in size, shape, topography, location, utilities and other factors to accommodate the proposed use and development.
3. There will be adequate street access and traffic capacity.
4. There will be adequate water supply for fire protection.
5. The proposed use and development will be compatible with the intended character of the area.

The required findings pursuant to Section 9172.23 (D), "Site Plan and Design Review, and Section 9172.21 (D) "Conditional Use Permit" Approval Authority and Findings and Decision", can be made in the affirmative. Details can be found in the attached Resolution.

Required Findings: Variance

Pursuant to Section 9172.22, Variance, the Planning Commission may approve a variance only when the following finding can be made in the affirmative:

1. Because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the Chapter deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification.

The applicant has indicated that it is infeasible to provide the 25-foot setback because of the landfill condition limiting soil disturbance. Due to the parcels irregular shape and the site being a former organic refuse landfill site, staff recommends that a finding can be made by the Planning Commission that special circumstances do exist to support a Variance from CMC Section 9148.9 B. 1. Setbacks, from 25-foot front yard setback to 10-foot front yard setback.



IV. Environmental Review

Pursuant to Section 15332, In-Fill Development Projects, of the California Environmental Quality Act (CEQA) Guidelines the proposed project is categorically exempt and there is no substantial evidence that the project may have a significant effect on the environment.

V. Recommendation

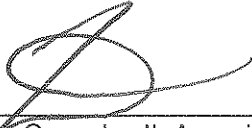
That the Planning Commission:

- **WAIVE** further reading and **ADOPT** Resolution No._____, APPROVING DOR NO. 1541-14, MODIFICATION NO. 1 TO CUP NO. 877-11 AND VARIANCE NO. 552-14 TO PERMIT TRUCK YARD USE TO BE LOCATED AT 19101 S. BROADWAY.

VI. Exhibits

1. Draft Resolution and "Exhibit A" (Legal Description)
2. Development Plans
3. Statement of Operations
4. Letter from Mr. Felipe Segovia, Civil Engineer
5. DTSC Voluntary Cleanup Agreement

Prepared by: _____


Zak Gonzalez II, Associate Planner

Reviewed by: _____


John F. Signo, AICP, A/Planning Manager



CITY OF CARSON
PLANNING COMMISSION
RESOLUTION NO. 14-

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF CARSON APPROVING DESIGN OVERLAY
REVIEW NO. 1541-14, VARIANCE NO. 552-14 AND
MODIFICATION NO. 1 TO CONDITIONAL USE PERMIT
NO. 877-11 FOR A TRUCK YARD USE TO BE LOCATED
AT 19101 S. BROADWAY**

**THE PLANNING COMMISSION OF THE CITY OF CARSON, CALIFORNIA, HEREBY
FINDS, RESOLVES AND ORDERS AS FOLLOWS:**

Section 1. An application was duly filed by the applicant Gina Kang with respect to real property located at 19101 S. Broadway and described in Exhibit "A" attached hereto requesting approval of Design Overlay Review No. 1541-14 to construct a 5,166-square-foot office building, Variance No. 552-14 for reduction to the front yard area and Modification No. 1 to Conditional Use Permit No. 877-11 to permit the operation of a truck yard on an Organic Refuse Landfill site zoned MH-ORL-D (Manufacturing, Heavy – Organic Refuse Landfill – Design Overlay).

Section 2. A public hearing was duly held on June 10, 2014, at Carson City Hall, Helen Kawagoe Council Chambers, 701 East Carson Street, Carson, California. A notice of the time, place, and purpose of the aforesaid meeting was duly given. Evidence, both written and oral, was duly presented to and considered by the Planning Commission at said hearing.

Section 3. The Planning Commission finds that:

- a) The proposed Heavy Industrial land use designation for the 2.7 acres is compatible with the surrounding area, including the heavy industrial uses to the east and northeast.
- b) The proposed project is consistent with the General Plan goals and policies for heavy industrial use. The existing and planned street system (completion of Broadway improvements) and proximity to the 405 and 91 Freeways have adequate capacity to handle traffic levels from the proposed truck yard use.
- c) The proposed development plans comply with the Carson Municipal Code requirements ensuring that the project is well designed and aesthetically pleasing to the surrounding physical environment.
- d) The proposed use is subject to the requirements of CMC Section 9141.12, Uses Permitted on Organic Refuse Landfill Sites. Approval by the Building and Safety Division of a report submitted by the applicant/owner shall provide and include plans for a protective system or systems

EXHIBIT NO. 01



designated to eliminate or mitigate the potential hazards and environmental risks associated with the proposed use, shall be required prior to issuance of any building permit(s).

- e) The State Department of Toxic Substances Control (DTSC) will require the applicant/owner to sign a voluntary clean-up agreement to investigate and/or remediate a release or threatened release of any hazardous substance at or from the site under the oversight of DTSC.
- f) The required findings pursuant to Section 9172.23 (D), "Site Plan and Design Review", Section 9172.21 (D) "Conditional Use Permit" and Section 9172.22 "Variance" Approval Authority and Findings and Decision", can be made in the affirmative.
- g) Due to the site's existing landfill condition that limits soil disturbance the reduction in setback would minimize soil disturbance. The location of the landfill is considered a hardship, therefore the Variance approval can be made.

Section 4. Pursuant to Section 15332, "In-Fill Development Projects", of the California Environmental Quality Act (CEQA) Guidelines the project is categorical exempt and no substantial evidence exists that the project may have a significant effect on the environment. As such, the Planning Commission hereby approves the Categorical Exemption.

Section 5. Based on the aforementioned findings, the Planning Commission hereby approves Design Overlay Review No. 1541-14 for the proposed development including construction of a 5,166-square-foot office building, Modification No. 1 to Conditional Use Permit No. 877-11 to permit operation of a truck yard, and Variance No. 552-14 for reduction of the required front yard for the property described in Exhibit "A".

Section 6. The Secretary shall certify to the adoption of the Resolution and shall transmit copies of the same to the applicant.

PASSED, APPROVED AND ADOPTED THIS 10TH DAY OF JUNE, 2014.

CHAIRMAN

ATTEST:

SECRETARY

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EXHIBIT "A"

That certain real property located in the County of Los Angeles, State of California, described as:

That portion of Lot 116 of Tract 4671 in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 56 Pages 30 and 31 of Maps, in the Office of the County Recorder lying Westerly of the center line and its Southerly prolongation of that portion of Broadway 100 feet wide extending Southerly from the Northerly line of said Lot 116 as condemned by final decree of condemnation entered in Case No. 274177, Superior Court, Los Angeles County, a certified copy of said decree being recorded in Book 12339 Page 97, official records.

EXCEPT that portion of said lot described in final decree of condemnation of record on October 17, 1952 as instrument no. 3854 in Book 40100 Page 403, official records.

ALSO EXCEPT that portion of said lot designated as parcel 549 in the final order of condemnation entered in Superior Court, Los Angeles County, Case No. 759196, a certified copy of which recorded in Book D1952 Page 184 official records.

ALSO EXCEPT that portion of said lot designated as parcel 804 in the final order of condemnation entered in Superior Court, Los Angeles County, Case No. 842295, a certified copy of which was recorded in Book D 2982 Page 345 official records.

ALSO EXCEPT all crude oil, petroleum, gas, brea, asphaltum and all kindred substances and other minerals under and in said land, but without right of surface entry as reserved by Henry and May Scheinbaum in Deed recorded April 4, 1957 in Book 54124 Page 27 official records.

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CITY OF CARSON
ECONOMIC DEVELOPMENT
PLANNING DIVISION
EXHIBIT "B"

CONDITIONS OF APPROVAL
DESIGN OVERLAY REVIEW NO. 1541-14
MODIFICATION NO. 1 TO CONDITIONAL USE PERMIT NO. 877-11
VARIANCE NO. 552-14

GENERAL CONDITIONS

1. If a business license permit for said use is not issued within one year of the date of approval of Design Overlay Review No. 1541-14, Modification No. 1 to Conditional Use Permit No. 877-11 and Variance No. 552-14 said permits shall be declared null and void unless an extension of time is requested prior to expiration and approved by the Planning Commission.
2. Upon activation, the zoning entitlements shall become automatically null and void if said use has been suspended or has ceased to exist for a period of one year, unless an extension of time is requested prior to expiration and approved by the Planning Commission.
3. The approved Resolution, including the Conditions of Approval contained herein, and signed Affidavit of Acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to Building and Safety plan check submittal. Said copies shall be included in all development plan submittals, including any revisions and the final working drawings.
4. The applicant shall comply with all city, county, state and federal regulations applicable to this project.
5. The applicant shall make any necessary site plan and design revisions to the site plan and elevations approved by the Planning Commission in order to comply with all the conditions of approval and applicable Zoning Ordinance provisions. Substantial revisions will require review and approval by the Planning Commission. Any minor revisions shall be reviewed and approved by the Planning Division prior to Building and Safety plan check submittal.
6. The applicant and property owner shall sign an Affidavit of Acceptance form and submit the document to the Planning Division within 30 days of receipt of the Planning Commission Resolution.
7. It is further made a condition of this approval that if any condition is violated or if any law, statute ordinance is violated, this permit may be revoked by the Planning



Commission or City Council, as may be applicable; provided the applicant has been given written notice to cease such violation and has failed to do so for a period of thirty days.

8. The applicant shall submit two complete sets of plans that conform to all the Conditions of Approval to be reviewed and approved by the Planning Division prior to the issuance of a building permit.
9. In accordance with CMC Section 9148.9, the owner/applicant shall:
 - a. Remove any chain-link fencing visible from the public right-of-way and replace with decorative masonry walls, such as split-face, stucco block, or slumpstone and approved by the Planning Division;
 - b. All chain-link gates visible from the public right-of-way shall be replaced with wrought iron gates with opaque screening with a Fire Department emergency access approved device;
 - c. Shall provide new landscaping via 24-inch box trees and evergreen shrubs and ground cover in the planting strip along the public right-of-way via an automatic irrigation system;
 - d. Landscape and irrigation plans shall be submitted and signed by a landscape architect for Planning Division approval; and
 - e. Said landscaping and fencing shall be provided within 90 to 120 days or sooner from date of Planning Commission approval.
 - f. Landscape architect shall coordinate with the City's Stormwater Quality Programs Manager to develop a "bio-swale" within the landscaped areas fronting on Broadway Street to capture and treat stormwater run-off from the subject site.
10. Chain-link fencing, including barbed and concertina wire, shall be prohibited.
11. All parking areas shall be re-slurried and re-striped in compliance with CMC requirements. Areas for truck parking currently without asphalt shall be provided with new asphalt in compliance with CMC Section 9162.0 which requires that the minimum thickness of the paving and base to be determined by an on-site pavement study completed by a licensed soils engineer approved by the Public Works Director. Said asphalt work to be completed within 90 to 120 days or sooner.
12. The truck yard hours of operation shall be Monday to Friday, 8 a.m. to 6 p.m.
13. Trucks shall not be parked on public streets during hours of operation, overnight or on weekends.



14. The owner/applicant shall comply with all LA County Fire Department emergency vehicle safety access and fire flow/fire hydrant location requirements.
15. The owner/applicant shall submit for a separate sign permit for Planning Division approval if a business sign is proposed.
16. **Precedence of Conditions.** If any of the Conditions of Approval alter a commitment made by the applicant in another document, the conditions enumerated herein shall take precedence unless superseded by a Development Agreement, which shall govern over any conflicting provisions of any other approval.
17. **City Approvals.** All approvals by City, unless otherwise specified, shall be by the department head of the department requiring the condition. All agreements, covenants, easements, deposits and other documents required herein where City is a party shall be in a form approved by the City Attorney. The Developer shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to a deposit agreement.
18. **Deposit Account.** A trust deposit account shall be established for all deposits and fees required in all applicable conditions of approval of the project. The trust deposit shall be maintained with no deficits. The trust deposit shall be governed by a deposit agreement. The trust deposit account shall be maintained separate from other City funds and shall be non-interest bearing. City may make demands for additional deposits to cover all expenses over a period of 60 days and funds shall be deposited within 10 days of the request therefore, or work may cease on the Project.
19. The Applicant shall defend, indemnify and hold harmless the City of Carson, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, or in any way related to the approval of the City, its advisory agencies, appeal boards, or legislative body concerning Design Overlay Review No. 1541-14, Conditional Use Permit No. 877-11, and Variance No. 552-14. The City will promptly notify the Applicant of any such claim, action, or proceeding against the City and the Applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for defense of the matter by the City Attorney. The City will cooperate fully in the defense. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the Applicant's consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein. The applicant shall provide a deposit in the amount of 100 percent of the City's estimate, in its sole and absolute discretion, of the cost of litigation, including the cost of any award of attorney's fees, and shall make additional deposits as requested by the City to keep the deposit at such level. The



City may ask for further security in the form of a deed of trust to land of equivalent value. If the applicant fails to provide or maintain the deposit, the City may abandon the action and the applicant shall pay all costs resulting therefrom and the City shall have no liability to the applicant.

20. A traffic circulation plan shall be submitted designating the truck routes to be utilized as a means of minimizing impacts to residential areas. The plan shall be approved by the City's traffic engineer prior to issuance of a building permit. The owner/applicant will establish a driver education program to provide compliance with the approved plan.
21. The owner/applicant shall coordinate with the State Department of Toxic Substances (DTSC) and sign a "Land Use Covenant" to be prepared by DTSC ensuring that appropriate remediation of landfill is implemented.
22. Prior to issuance of a building permit, the owner/applicant shall submit a report prepared by licensed civil engineer to Los Angeles County Building Official for approval to ensure that a mitigation system for methane and an engineering control for the TPH concentrations is incorporated in the property development plan to eliminate the potential hazards and environmental risks associated with the proposed use in compliance with CMC Section 9121.12 (Uses Permitted on Organic Refuse Landfill Site).
23. The owner/applicant shall install security cameras in coordination with the Los Angeles County Sheriff Department security camera monitoring systems.

ENGINEERING SERVICES DEPARTMENT - CITY OF CARSON

The Department of Public Works recommends approval of the proposed project subject to the following conditions:

GENERAL

24. The Developer shall submit a copy of approved Grading plans to the City of Carson – Engineering Division, prior to issuance of grading permits.
25. The Developer shall submit a copy of approved plans (*such as, Sewer, Street and/or Storm Drain Improvements, whichever applies*), to the City of Carson – Engineering Division, prior to issuance of construction permits.
26. Any existing off-site improvements damaged during construction shall be removed and reconstructed per City of Carson Standard plan and to the satisfaction of the City Engineer.
27. A construction permit is required for any work to be done in the public right-of-way.
28. Submit Proof of Worker's Compensation and Liability Insurance.

BUILDING PERMITS



Prior to issuance of **Building Permit**, the proposed development is subject to the following:

29. Drainage/Grading plan shall be submitted for approval of the Building and Safety Division. The Developer shall submit a copy of approved Drainage/Grading plans on bond paper to the City of Carson – Engineering Division.
30. The Developer shall comply with the applicable SUSMP requirements and shall include Best Management Practices necessary to control storm water pollution from construction activities and facility operations prior to issuance of Building Permit.
31. Soils report, sewer area study, drainage concept, hydrology study and stormwater quality plan shall be reviewed and approved. Building Permit issuance will not be granted until the required soils, sewer, drainage concept, hydrology study and stormwater information have been received and found satisfactory.
 - a. Comply with mitigation measures recommended in the approved soils, sewer area study, drainage concept, hydrology study and stormwater quality plan.
32. The Developer shall submit a sewer area study to the Los Angeles County Department of Public Works (LACDPW) to determine if capacity is adequate in the sewerage system to be used as the outlet for the sewer of this development. If the system is found to have insufficient capacity, the problem must be addressed and resolved to the satisfaction of the L.A. County Sewer Division.
33. Quitclaim or relocate any easements interfering with building locations to the satisfaction of the City, appropriate agency or entity.
34. The Developer shall submit improvement plans to the Development Services Group – Engineering Division showing all the required improvements in the public right of way for review and approval of the City Engineer. A copy of approved conditions of approval shall be attached to the plans when submitted.
 - a. Street Improvements (*if any*) along Broadway.
 - b. Sewer Main Improvements (*if any*) along Broadway as determined by the aforementioned sewer area study.
 - c. Storm Drain Improvements (*if any*) along Broadway as determined by the aforementioned requirement.
35. Offsite improvements (*eg. driveways, sidewalk, parkway drains, trees, curb/gutter*) shall be shown on the grading plan.
36. Construction bond for all work to be done within the public right of way shall be submitted and approved by Engineering Services Division.

CERTIFICATE OF OCCUPANCY



Prior to issuance of **Certificate of Occupancy**, the proposed development is subject to the following:

37. The Developer shall install separate sewer laterals to individually serve each building in the development. Installation and dedication of main line sewers may be necessary to meet this requirement.
38. The Developer shall comply with all the requirements from L.A. County Sewer Maintenance Division for maintenance of new and/or existing sewer main (if any), relating to this development.
39. The Developer shall execute and provide to the City Engineer, a written statement from the water purveyor indicating that the water system will be operated by the purveyor and that under normal conditions, the system will meet the requirements for the development and that water service will be provided to each building.
40. Comply with mitigation measures recommended by the water purveyor.
41. The Developer shall construct and guarantee the construction of all required drainage infrastructures in accordance with the requirements and recommendations of the hydrology study, subject to the approval of the City Engineer.
42. The developer shall construct new driveway approaches per City of Carson Standard and in compliance with the ADA requirements. The Developer shall protect or relocate any facilities to accommodate the proposed driveway approach. The maximum driveway approach width allowed for the site is 30 feet.
43. The Owner shall annex the area to the L.A. County Lighting Maintenance District, for the purpose of operating and maintaining the existing streetlights. The annexation shall be to the satisfaction of L.A. County and shall be completed prior to the issuance of Certificate of Occupancy.
44. Streets abutting the development, with new utility trench cuts to serve the development, shall be slurry sealed from curb-to-curb or from median-to-curb when medians are existing or as approved by the City Engineer. Slurry Seal materials shall be rubberized emulsion aggregate slurry (REAS)
45. All infrastructures necessary to serve the proposed development (water, sewer, storm drain, and street improvements) shall be in operation prior to the issuance of Certificate of Occupancy.

BUSINESS LICENSE DEPARTMENT – CITY OF CARSON

46. Per section 6310 of the Carson Municipal Code, all parties involved in the project, including but not limited to contractors and subcontractors, will need to obtain a City Business License.





KL FENIX CORPORATION

May 20, 2014

Zak Gonzalez II, Associate Planner
City of Carson
Community Development/Planning Division

SUBJECT: Statement of Operation, 19101 S. Broadway

Dear Mr. Gonzalez II

KL Fenix Corporation was established in 1993 selling computer parts, monitors and plasma TVs globally. Recently KL engaged in real estate development business and Young Kim, 100% owner of KL Fenix, owns/developed Crenshaw & Marine Shopping Center (3.2 acres) in Gardena, CA and K-Town Plaza (5.2 acres) in Las Vegas, NV.

KL Fenix purchased the Broadway property a year ago knowing CUP for truck/container parking was already obtained by the City of Carson. This property has been abandoned for many years not clean. However, upon completion of construction, it will be clean and neat making surrounding area much nicer.

Our proposed site plan shows roughly 75 spaces for the storage of these containers and trucks at the site, and a small 5,500 square foot office building. The office building will be used to house staff that will manage the on-site trucking business.

The property will also have on-site security guard along with several security cameras that offers real-time monitoring and recording to secure property from burglars as we believe having cameras in expected locations will help deter criminal activity.

We are planning on operating about 25 trucks that transport cargo containers, directly from the Port of Los Angeles and Port of Long Beach to customer's destinations upon picking them up. We expect about 90 containers will be transported mostly between the hours of 8 a.m to 6 p.m, Monday through Friday, and about 40 containers to be stored at yard for overnight and to be delivered the next day.

If you have any questions, please contact me at 310-525-0402.

Sincerely,

Gina Kang
KL Fenix Corporation



Felipe Segovia
Civil Engineer
2320 Santa Cruz Ct.
Torrance, California 90501
310-560-7409

June 5, 2014

Zak Gonzalez II, Associate Planner
City of Carson
Community Development/Planning Division
701 E. Carson Street
Carson, CA 90749

**SUBJECT: 19101 BROADWAY
10 FOOT FRONT SETBACK FOR BLOCK WALL**

Dear Mr. Gonzalez

As you are aware the site at 19101 Broadway is a former landfill, our goal as we make improvements to the site is to impact this landfill condition the least amount possible, if any at all. From a technical point of view, impact to the landfill condition must be kept to a minimum and is not an option.

The extent of the existing landfill footprint covers almost the entire site and currently has an asphalt gravel pavement cap on top. It appears that the purpose of this pavement cap is to limit surface water infiltration and to sheet flow all surface water to the perimeter and off the site. The soils investigation performed indicates this information and makes the recommendation that infiltration be limited.

In order to limit the water infiltration, I recommend that the pavement cap be kept with minimal disturbance. As such, part of the site design is to push the block wall to a location 10 feet from the property line that fronts Broadway. Placing the wall in this location limits the disturbance to the existing pavement cap and also places the wall closer to the outer limits of the landfill footprint, if not beyond. The other two perimeter block walls have been placed at property line.

The wall placement at 10 feet from the front property line, however will still allow for a 15 foot wide landscape area along Broadway when the 5 foot landscaping median adjacent to the sidewalk is included. Although the wall is within the 25 foot setback that is required, it will not be out of character for the area, as the adjoining property and the property directly in front and across the street are also built within the 25 foot setback.

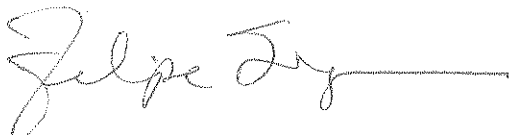
EXHIBIT NO. 04



Again, although the proposed wall will not be out of character for the area, the primary reason for requesting a variance to allow the wall within the 25 foot setback is to limit disturbance to the landfill condition.

If you have any questions or need additional information please contact me at 310-560-7409.

Sincerely,



Felipe Segovia
Civil Engineer
State of California RCE41102



STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Broadway & Main Corporation
Proponent:
KL Fenix Corporation
19401 S. Main Street
Suite #301
Gardena, California 90248

Docket No. **HSA-VCA 13/14-105**

Voluntary Cleanup Agreement

Health and Safety Code
Section 25355.5(a)(1)(C)

The California Department of Toxic Substances Control (DTSC) and KL Fenix Corporation (Proponent) enter into this Voluntary Cleanup Agreement (Agreement) and agree as follows:

1. Site. This Agreement applies to the Broadway & Main Corporation property located at 19101 – 19145 South Broadway, Carson, California, 90248, in Los Angeles County, California (Site), identified by Los Angeles County Assessor's Parcel Numbers 7339-016-007 and 7339-016-008.

The Site is approximately 2.7 acres in size and lies adjacent to the east of the Dominguez Channel. The flat site is surrounded by a chain-link fence and access is controlled. The site is currently used as a gravel covered storage yard for heavy equipment. There are no structures on Site. A Site diagram and a Site location map are attached as Exhibits A and B.

2. Jurisdiction. This Agreement is entered into by DTSC and Proponent pursuant to Health and Safety Code section 25355.5(a)(1)(C) which authorizes DTSC to enter into an enforceable agreement to oversee the investigation and/or remediation of a release or threatened release of any hazardous substance at or from the Site.

3. Purpose. The purpose of this Agreement is for Proponent to investigate and/or remediate a release or threatened release of any hazardous substance at or from the Site under the oversight of DTSC. The purpose of this Agreement is also for DTSC to obtain reimbursement from Proponent for DTSC's oversight costs incurred pursuant to this Agreement.

4. Ownership. The Site is owned by the Proponent.

5. Substances Found at the Site. Based on the information available to DTSC and Proponent, the Site is or may be contaminated with hazardous substances, including petroleum hydrocarbons, metals, and volatile organic compounds.

6. Scope of Work and DTSC Oversight. DTSC shall review and provide Proponent with written comments on all Proponent's deliverables as described in Exhibit C (Scope of Work) and other documents applicable to the scope of the project. DTSC shall provide oversight of field activities, including sampling and remedial activities, as appropriate. Proponent agrees to perform all the work required by this Agreement. Proponent shall perform the work in accordance with applicable local, state and federal statutes, regulations, ordinances, rules and guidance documents, in particular, Health and Safety Code section 25300 et seq., as amended.

7. Additional Activities. DTSC and Proponent may amend this Agreement to include additional activities in accordance with Paragraph 17 of this Agreement. If DTSC expects to incur additional oversight costs for these additional activities, it will provide an estimate of the additional oversight costs to Proponent.

8. Endangerment During Implementation.

8.1. Proponent shall notify DTSC's Project Manager immediately upon learning of any condition that may pose an immediate threat to public health or safety or the environment. Within seven days of the onset of such a condition, Proponent shall furnish a report to DTSC, signed by Proponent's Project Manager, setting forth the conditions and events that occurred and the measures taken in response thereto.

8.2. In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area or to the environment, DTSC may order Proponent to conduct additional activities in accordance with Paragraph 7 of this Agreement or to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment. DTSC may request that Proponent implement interim measures to address any immediate threat or imminent or substantial endangerment.

9. Access. Proponent shall provide, and/or obtain access to the Site and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement the Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of law.

10. Sampling, Data and Document Availability. When requested by DTSC, Proponent shall make available for DTSC's inspection, and shall provide copies of, all data and information concerning contamination at or from the Site, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement. For all final reports, Proponent shall submit one hard (paper) copy and one electronic copy with all applicable signatures and certification stamps as a text-readable Portable Document Formatted (pdf) file Adobe Acrobat or



Microsoft Word formatted file.

11. Record Preservation. Proponent shall retain, during the implementation of this Agreement and for a minimum of six years after its termination, all data, reports, and other documents that relate to the performance of this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, Proponent shall either comply with the request, deliver the documents to DTSC, or permit DTSC to copy the documents at Proponent's expense prior to destruction.

12. Notification of Field Activities. Proponent shall inform DTSC at least seven days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by Proponent pursuant to this Agreement.

13. Project Managers. Within 14 days of the effective date of this Agreement, DTSC and Proponent shall each designate a Project Manager and shall notify each other in writing of the Project Manager selected. Each Project Manager shall be responsible for overseeing the implementation of this Agreement and for designating a person to act in his/her absence. All communications between DTSC and Proponent, and all notices, documents and correspondence concerning the activities performed pursuant to this Agreement shall be directed through the Project Managers. Each party may change its Project Manager with at least seven days prior written notice.

14. Proponent's Consultant and Contractor. All work performed pursuant to this Agreement shall be under the direction and supervision of a professional engineer or professional geologist, licensed in California, with expertise in hazardous substance site cleanup. Proponent's Project Manager, contractor or consultant shall have the technical expertise sufficient to fulfill his or her responsibilities. Within 14 days of the effective date of this Agreement, Proponent shall notify DTSC's Project Manager in writing of the name, title, and qualifications of the professional engineer or professional geologist and of any contractors or consultants and their personnel to be used in carrying out the work under this Agreement in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

15. DTSC Review and Approval. All work performed pursuant to this Agreement is subject to DTSC's review and approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) return comments to Proponent with recommended changes and a date by which the Proponent must submit to DTSC a revised document incorporating or addressing the recommended changes; or (b) modify the document in consultation with Proponent and approve the document as modified. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to Proponent in writing by DTSC's Branch Chief or his/her designee. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the Proponent shall be construed to relieve Proponent of the



obligation to obtain such written approvals.

16. Payment.

16.1. Proponent agrees to pay 1) all costs incurred by DTSC in association with preparation of this Agreement, and for oversight activities, including review of documents, conducted prior to the effective date of this Agreement, and (2) all costs incurred by DTSC in providing oversight pursuant to this Agreement, including review of the documents described in Exhibit C and associated documents, and oversight of field activities. Costs incurred include interest on unpaid amounts that are billed and outstanding more than 60 days from the date of the invoice. An estimate of DTSC's oversight costs is attached as Exhibit D. It is understood by the parties that Exhibit D is an estimate and cannot be relied upon as the final cost figure. DTSC may provide an updated or revised cost estimate as the work progresses. DTSC will bill Proponent quarterly. Proponent agrees to make payment within 60 days of receipt of DTSC's billing. Such billings will reflect any amounts that have been advanced to DTSC by Proponent.

16.2. In anticipation of oversight activities to be conducted, Proponent shall make an advance payment of \$6,533 to DTSC no later than 10 days after this Agreement is fully executed. It is expressly understood and agreed that DTSC's receipt of the entire advance payment as provided in this paragraph is a condition precedent to DTSC's obligation to provide oversight, review of or comment on documents. If the advance payment exceeds DTSC's final costs, DTSC will refund the difference within 120 days after the performance of this Agreement is completed or after this Agreement is terminated pursuant to Paragraph 18 of this Agreement.

16.3. All payments made by Proponent pursuant to this Agreement shall be by check payable to the "Department of Toxic Substances Control", and bearing on its face the project code for the Site (Site # 401669-11) and the docket number of this Agreement (HSA-VCA 13/14-105). Upon request by Proponent, DTSC may accept payments made by credit cards. Payments by check shall be sent to:

Department of Toxic Substances Control
Accounting Office
1001 I Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent concurrently to DTSC's Project Manager.

16.4. DTSC shall retain all cost records associated with the work performed under this Agreement as may be required by state law. DTSC will make all documents that support DTSC's cost determination available for inspection upon request in accordance with the Public Records Act, Government Code section 6250 et seq.



17. Amendments. This Agreement may be amended in writing by mutual agreement of DTSC and Proponent. Such amendment shall be effective the third business day following the day the last party signing the amendment sends its notification of signing to the other party. The parties may agree to a different effective date.

18. Termination for Convenience.

18.1. Except as otherwise provided in this paragraph, each party to this Agreement reserves the right to unilaterally terminate this Agreement for any reason. Termination may be accomplished by giving a 30-day advance written notice of the election to terminate this Agreement to the other party. In the event that this Agreement is terminated under Paragraph 18.1, Proponent shall be responsible for DTSC costs through the effective date of termination.

18.2. If operation and maintenance activities are required for the final remedy, Proponent may not terminate the Agreement under Paragraph 18.1 upon DTSC's approval of an Operation and Maintenance Plan as proposed by Proponent, unless an Operation and Maintenance Agreement is entered into between DTSC and Proponent or between DTSC and a party responsible for the required operation and maintenance activities.

19. Incorporation of Exhibits, Plans and Reports. All exhibits are incorporated into this Agreement by reference. All plans, schedules and reports that require DTSC's approval and are submitted by Proponent pursuant to this Agreement are incorporated in this Agreement upon DTSC's approval.

20. Reservation of Rights. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies under applicable laws to protect public health or the environment, including the right to recover its costs incurred therefor. Proponent reserves all of its statutory and regulatory rights, defenses and remedies available to Proponent under applicable laws.

21. Non-Admission of Liability. By entering into this Agreement, Proponent does not admit to any finding of fact or conclusion of law set forth in this Agreement or any fault or liability under applicable laws.

22. Proponent Liabilities. Nothing in this Agreement shall constitute or be considered a covenant not to sue, release or satisfaction from liability by DTSC for any condition or claim arising as a result of Proponent's past, current, or future operations or ownership of the Site.

23. Government Liabilities. The State of California or DTSC shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California or DTSC be held as a party to any contract entered into by



Proponent or its agents in carrying out the activities pursuant to this Agreement.

24. Third Party Actions. In the event that Proponent is a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, Proponent shall notify DTSC in writing within 10 days after service of the complaint in the third-party action. Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

25. California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.

26. Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining provisions of the Agreement.


27. Parties Bound. This Agreement applies to and is binding, jointly and severally, upon Proponent and its agents, receivers, trustees, successors and assignees, and upon DTSC and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Agreement. Proponent shall ensure that its contractors, subcontractors and agents receive a copy of this Agreement and comply with this Agreement.

28.. Effective Date. The effective date of this Agreement is the date of signature by DTSC's authorized representative after this Agreement is first signed by Proponent's authorized representative. Except as otherwise specified, "days" means calendar days.

29.. Representative Authority. Each undersigned representative of the party to his Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the party to this Agreement.

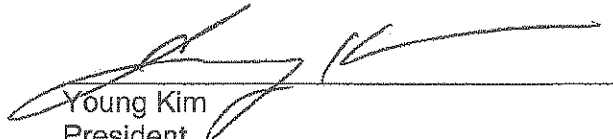


30. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

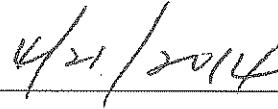

Emad Yemut
Cleanup Program
Department of Toxic Substances Control

Date:




Young Kim
President
KL Fenix Corporation

Date:



EXHIBITS

A - SITE LOCATION MAP

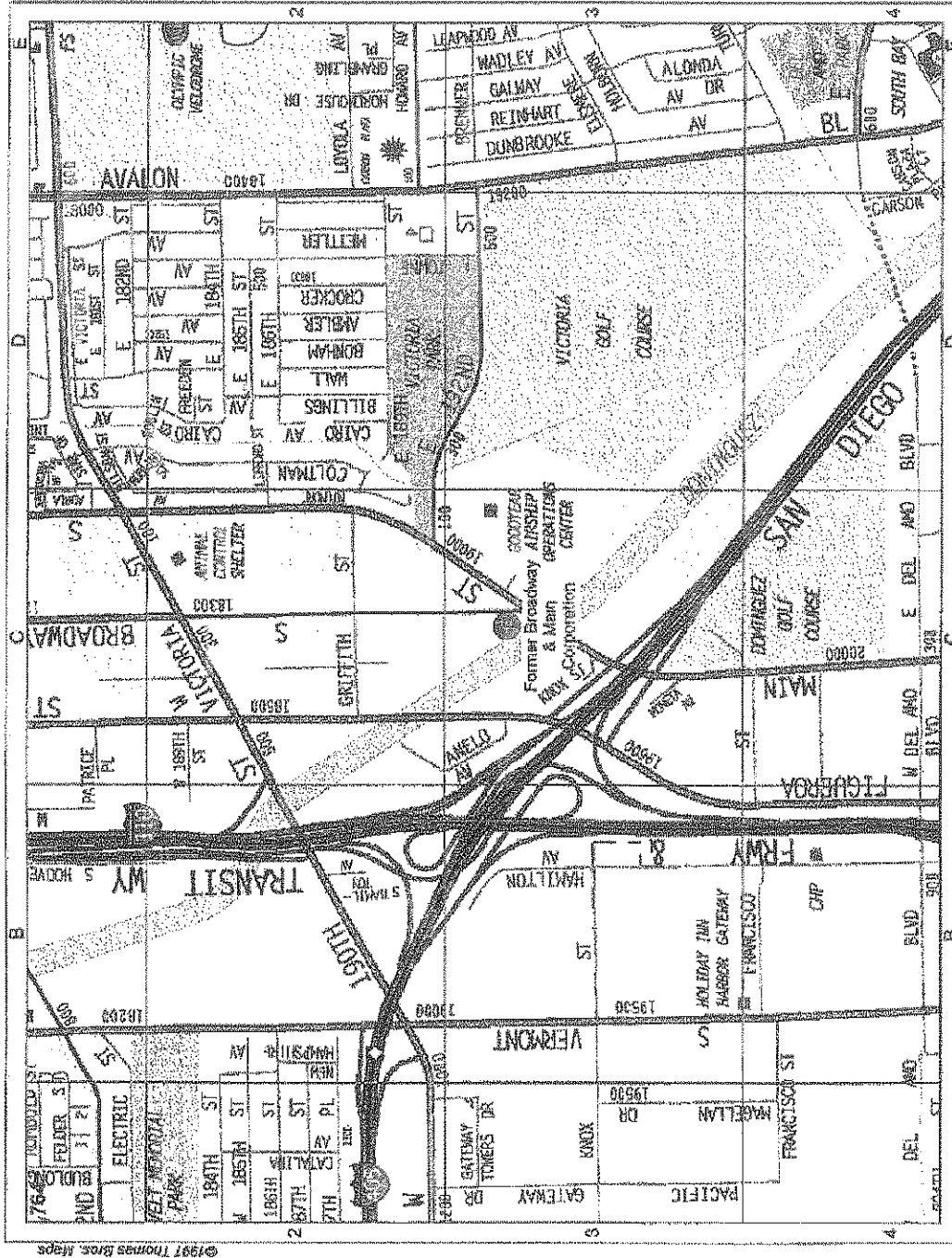
B - SITE DIAGRAM

C - SCOPE OF WORK

D - COST ESTIMATE



EXHIBIT A SITE LOCATION MAP



© Former Broadway & Main Corporation, 19101 South Broadway, Carson, 90248, Page & Grid 764 C3



EXHIBIT B
SITE DIAGRAM

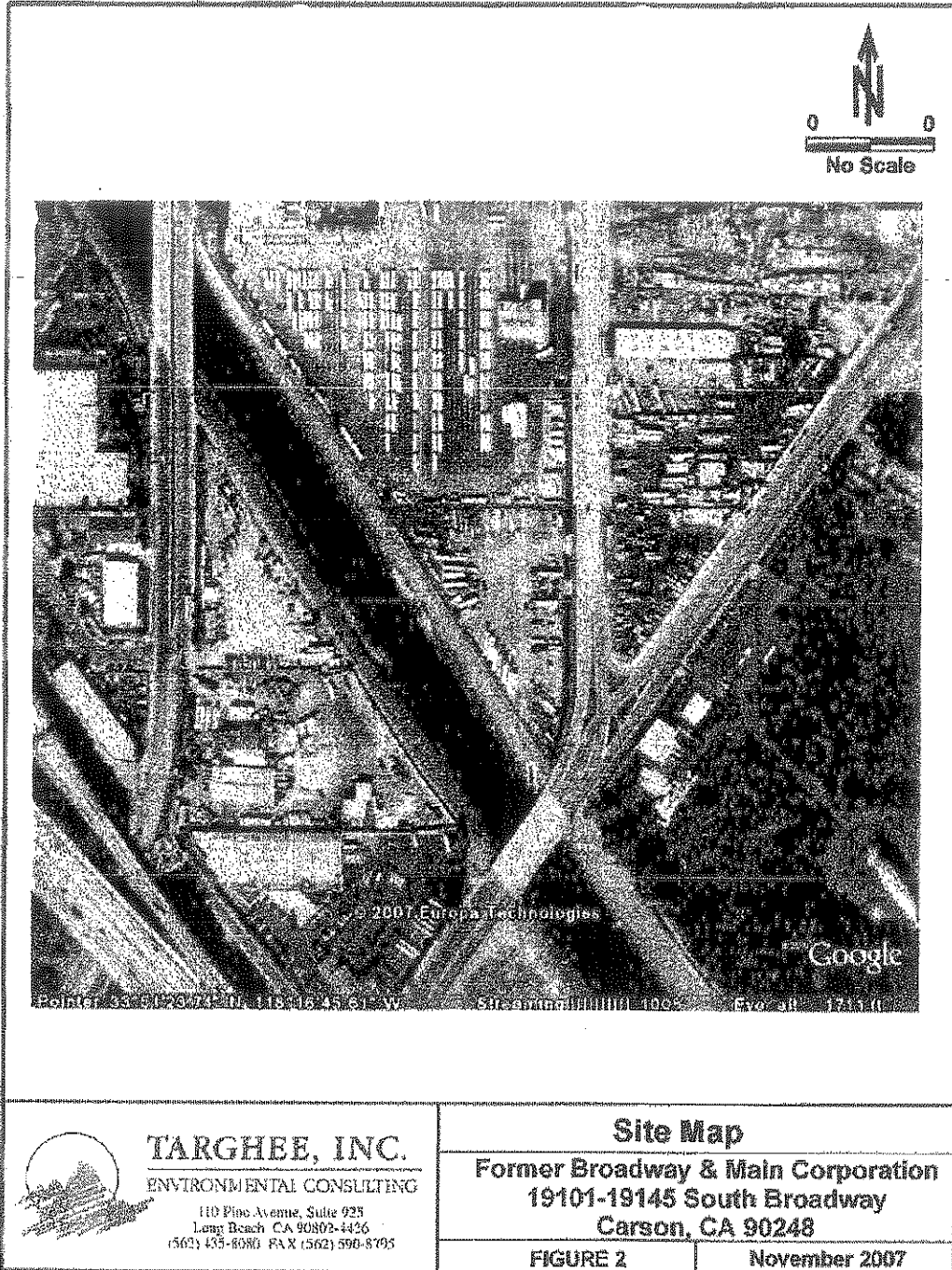


EXHIBIT C SCOPE OF WORK

As a first step, Task 1 will be completed as part of this Agreement. Additional tasks will be completed based on the findings of Task 1.

TASK 1.

Review of Existing Data and Scoping Meeting

DTSC will review the background information to determine the additional work, if any, required to ensure safe reuse of the Site. Following DTSC's review, a scoping meeting may be held to discuss the details of the proposed reuse and the next steps for the site.

TASK 2.

Risk Evaluation and Cleanup Level Determination. The Proponent may be required conduct a risk evaluation consistent with U. S. EPA Risk Assessment Guidance for Superfund (EPA/540/1-89/002) and DTSC Supplemental Guidance for Human Health Multimedia Risk Assessments of Hazardous Waste Sites and Permitted Facilities. This evaluation should identify chemicals of concern and potential routes of exposure; characterize the potential risk; evaluate potential risks to environmental receptors; consider existing and contemplated uses of the site, specifically the building design; and identify site cleanup goals

TASK 3

Additional Site Characterization.

If, based on the review of the background information, the risk analysis, and the proposed reuse plans for the site, additional investigation is required, the following steps will be implemented:

3.1 Sampling and Analysis Workplan. The Proponent will submit a workplan that describes the activities proposed to further characterize soil, soil gas, surface water and/or groundwater. The workplan should also include a Site health and safety plan, quality assurance/quality control plan, sampling plan, and implementation schedule.

3.2 The Proponent will begin implementation of the approved workplan in accordance with the approved implementation schedule. DTSC may provide oversight of workplan implementation.

3.3 Site Characterization Report.

The Proponent will submit a Site Characterization Report that, at a minimum, presents the data, summarizes the findings of the investigation, validates the data, and includes recommendations and conclusions.

TASK 4.

Land Use Covenant. If the parties agree that a land use covenant (LUC) pursuant to California Code of Regulations, title 22, section 67391.1 is necessary to ensure full protection of the environment and human health, such LUC will be developed and will be shared with the public. The Proponent agrees to sign and record the LUC approved by DTSC within ten (10) days of receipt of a fully executed original.

Ongoing annual inspections will be required after the LUC has been recorded. The implementation of an LUC will include a public notice.

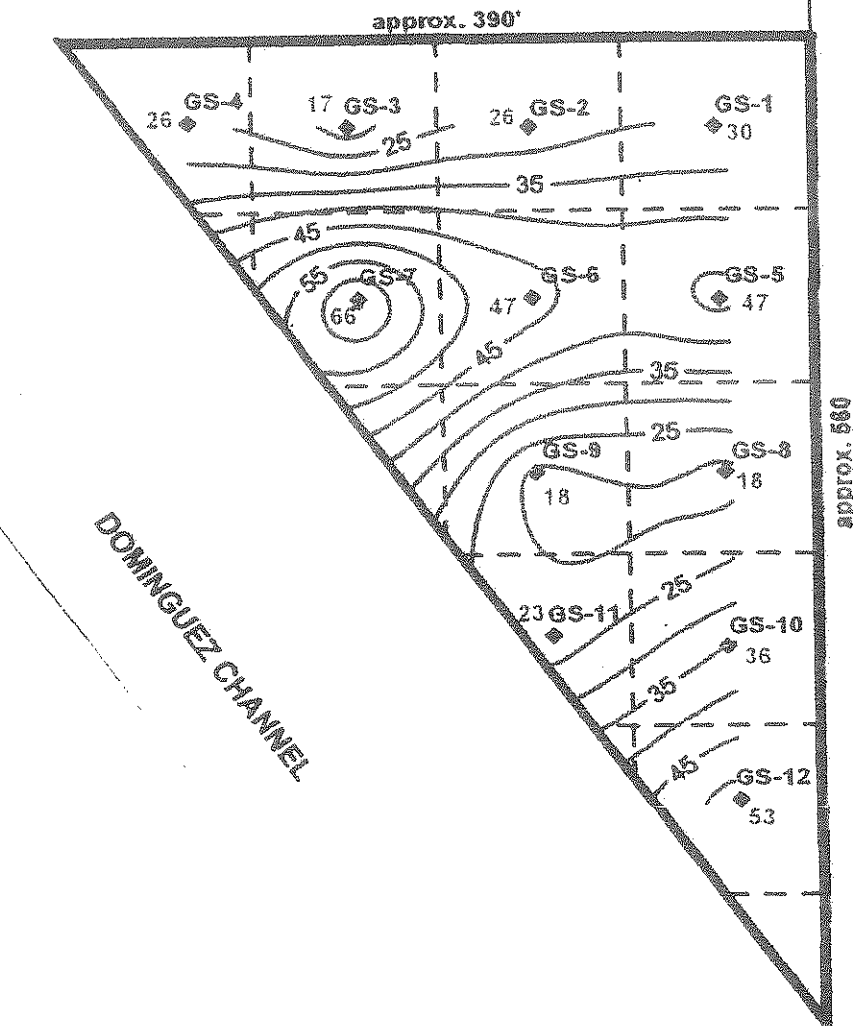


**Exhibit D
COST ESTIMATE**

COST ESTIMATE WORKSHEET						
VCA						
Date: March 2014						
Broadway & Main						
Site Code: #401669-11						
Title	VCP Coord.	Project Manager	Supervisor	Toxicologist	Legal	Clerical
Classification	Sr. HSS	Sr. HSS	SHSEI	Senior Toxicologist	Staff Counsel	OT (T)
TASK:						
Agreement						
Prep./Negotiation	4					
Project Management		16	4			2
Review and comment on existing data		8		8		
Supplemental Site Characterization						
- Workplan						
- Implementation						
- Report						
Risk Analysis				16		
Public Participation						
CERCLA						
Removal Action Plan						
Implement Remedial Action						
Design						
Certification						
Deed Restriction		8		2	8	
Operation & Maint						
Total No. Hours/Class	4	32	4	26	8	2
Hourly Rate/Class	\$141	\$141	\$192	\$175	\$168	\$70
Cost/Class	\$564	\$4,512	\$768	\$4,550	\$1,344	\$140
Contingency (10%)	\$1,188					
Grand Total Cost	\$13,066					
Advance Payment	\$6,533					



Southern California
Rapid Transit Center
Bus Maintenance Yard

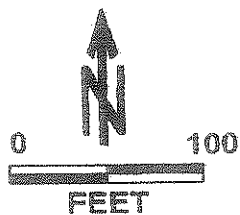


SOUTH BROADWAY

Auto Storage
Yard

SOUTH MAIN STREET

DOMINGUEZ CHANNEL



Methane iso-concentrations based
on soil-vapor samples collected from
probes placed at 4 feet or 5 feet
below ground surface ("bgs").

GS-1 January 2008 Soil-Vapor Survey
◆ Multi-Depth Probe Locations and
34 Methane Concentrations (in per cent).

TARGHEE, INC.
ENVIRONMENTAL CONSULTING

19101 South Broadway, Suite 200
Carson, California 90248
Tel: 310-580-1800 FAX: 310-580-1805

METHANE ISO-CONCENTRATIONS

19101 South Broadway
Carson, CA 90248

FIGURE 9

February 2008

Source: Targhee, February 19, 2008, Subsurface Investigation Report

EXHIBIT

METHANE CONCENTRATIONS AT SITE

C

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42186: KORNIA STATE COLLI
XINGUEZ MILLS

e. February 19, 2008, Subsurface Investigation Report

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