

September 15, 2011

Samuel Unger
Executive Officer
California Regional Water Quality Control
Board, Los Angeles Region
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Re: Kast Tank Farm - Response of Dole Food Company, Inc. to Regional Board's April 22, 2011 Water Code Section 13267 Order to Submit Technical Report

Dear Mr. Unger:

This letter and the attachments are the response of Dole Food Company, Inc. ("Dole") to your April 22, 2011 letter and California Water Code Section 13267 order ("Order") directing Dole to provide information regarding certain topics regarding the Kast Tank Farm site ("Property").

Shell Oil Company ("Shell") seeks to have Dole named as a "discharger" under California Water Code Section 13304 ("Section 13304") and held responsible for the alleged contamination caused by Shell's operations, based solely on Dole's alleged relationship as a successor to Lomita Development Company ("Lomita"). Neither Lomita, nor any other entity or person involved in the decommissioning of the tanks and the grading of the Property, are dischargers under Section 13304. Because Lomita is not a "discharger" for the wastes that Shell left on the Property, neither is Dole. And, even if the Board were to find that Lomita could be named as a discharger, that entity no longer exists and there is no legal basis to name Dole as a "discharger" because of the activities of Lomita. Dole never owned the Property that is the subject of the Order. Dole never conducted any activity on the Property. In fact, neither Dole nor any of its subsidiaries had any connection whatsoever with the Property or with the individual or entities that drained, cleaned and decommissioned the reservoirs and graded the Property, until 1969 – three years after the tanks were drained, cleaned and decommissioned, the Property was substantially graded, and numerous residential lots had already been sold. In April 1969, a Dole subsidiary, not Dole, acquired the remaining unsold lots in the Property and the corporations that owned Lomita. Twenty-six years later, in 1995, that Dole subsidiary transferred its assets (which, of course, no

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longer included any portion of the Property) and associated liabilities to what became, at that time, a separate and independent public company. Since 1995, the Dole subsidiary that made that transfer has been dormant, with no assets, subsidiaries, revenues or operations. In any event, whether or not the Dole subsidiary is a discharger, Dole does not become a discharger on the mere basis that it owns a corporation that is an alleged discharger.

By way of background and as a broad overview, the Property was owned and operated by Shell Company of California and/or Shell Oil Company (“Shell”)¹ from 1923 until 1966, when the Property was purchased by Lomita Development Company (“Lomita”). As detailed below, Lomita appears to have been involved in some redevelopment work on the Property in 1966-69. Lomita was a general partnership when it worked on the Property, but neither Dole nor any Dole-related entity was one of its constituent partners, nor did Dole, or any Dole-related entity, own or have any other relationship with Lomita or any of the partners. In 1969, the Property was transferred by grant deed from Lomita to the newly formed Barclay Hollander Curci, Inc.

Also, an individual named Richard Barclay and “Barclay-Hollander-Curci” (apparently a sole proprietorship or d/b/a of Barclay)² were involved in redevelopment work on the Property between 1965 and 1969, but neither appears to be a predecessor to any Dole entity. We were unable to locate public records identifying any organizational status for “Barclay-Hollander-Curci” and therefore we refer to it throughout this response as “B-H-C” to distinguish it from Barclay Hollander Corporation or “BH Corp.,” which was formed in 1969 and is a subsidiary of Dole. As noted above, BH Corp. became a dormant company in 1995, and has had no assets, subsidiaries, revenue or activity since then.

While the foregoing individual and entities engaged in some redevelopment activities on the Property, a recent (June 28, 2011) United States Court of Appeals for the Ninth Circuit decision, *Redevelopment Agency of the City of Stockton v. BNSF Railway Co.* (9th Cir. 2011) 643 F.3d 668 (“*City of Stockton*”) makes clear that, under California Water Code Section 13304, actions like those of Lomita, Richard Barclay and B-H-C here, do not allow a determination that they were “dischargers.” Under *City of Stockton’s* holding, none of these entities or persons –Lomita, Richard Barclay or B-H-C – is a discharger under Section 13304 because none of them discharged any wastes on the Property. It necessarily follows that neither BH Corp. nor Dole is a discharger under Section 13304 as a result of their respective relationships with Lomita.

¹ Shell Company of California changed its name to Shell Oil Company in 1928. [Ex. 1.]

² Dole has found no records of an entity called Barclay-Hollander-Curci during the relevant time frame (1965-1968). Given that the name does not contain the words “company,” “corporation,” “incorporated” or any variant thereof, Barclay-Hollander-Curci may be presumed to be a sole proprietorship or d/b/a of Richard Barclay, who wrote letters with “Barclay-Hollander-Curci” on its letterhead.

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Finally, there is civil litigation pending in Los Angeles Superior Court involving the Property, with certain individual homeowners having filed a lawsuit against Shell, BH Corp. and Dole, among others, alleging that the past usage of the Property by Shell as a crude oil storage tank farm, and certain redevelopment activities, have caused or contributed to property damages and personal injuries. [See *Adelino Acosta, et al. v. Shell Oil Company, et al.*, Case No. NC053643 (the “Litigation”).] Dole vigorously denies those allegations and any responsibility for the claims made in that case, but there has been very little formal discovery so far.³

In Part I, next, we provide information regarding the history, ownership and uses of the Property in chronological order. That section contains Dole’s response to all of the questions posed in your April 22 letter.⁴ Part II provides legal arguments and authority relevant to whether Dole, Lomita or BH Corp. are “dischargers” under Section 13304.

I. Relevant History of the Property.

A. Shell Ownership and Operations.

Prior to Shell’s purchase of the Property in 1923, it was owned by Mary Kast, and had a few small physical structures, including a house, a few sheds, a windmill, and a tank. [Exs. 2, 3.] Shell purchased the Property from Mary Kast in June 1923. [Ex. 3.] Shell cleared many of the small structures present on the Property [Ex. 2.] and by 1925 historical Sanborn maps show three crude oil reservoirs had been constructed on the Property, Reservoirs 5, 6 and 7. [Exs. 4, 5.]

Though Shell held title to the Property from June 1923 until October 1966, very little information has been made available regarding its activities at the Property. This knowledge gap remains despite Plaintiffs’ request in the Litigation that Shell produce all documents

³ Because Dole has had no involvement in the Property and its redevelopment, Dole has no access to many documents and witnesses that might have relevant information regarding the Property and its redevelopment in the late 1960’s. Despite this, Dole obtained public records and located witnesses with relevant information so it could respond to the Order. By way of example, Dole inquired regarding Los Angeles County (“County”) files and witnesses, because the County had oversight over, and approved in detail, the redevelopment. The County has not made available to Dole the former County officials who oversaw and approved the redevelopment, despite requests by Dole for access to those witnesses. Documents and legal authorities cited in this response are listed in the attached Index and copies are attached as Exhibits 1 through 113.

⁴ The Order requires that Dole sign a certification under penalty of perjury regarding the information submitted in response to the Order. That certification is enclosed, and since the answers to all your questions are contained in Part I, the certification is, accordingly, limited to the factual information in Part I.

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relating to its activities at the Property during its 40 plus years of ownership. [Ex. 6.] The absence of this information leaves a large hole in the fact record.

B. Reservoirs at Property Fall into Disrepair.

Although it is unclear when Shell's crude oil reservoirs first began to fall into disrepair, internal Shell documents produced in the litigation show that Shell was aware as early as 1942 that the reservoirs needed repairs. [Ex. 7.] Over the decades of Shell's ownership, a series of repairs were made to all three reservoirs. A 1956 internal Shell memorandum described "Major Maintenance Items" that had occurred on the Property, including repairs to the roofs of Reservoir 6 (1940's), Reservoir 7 (1947), and Reservoir 5 (1949 and 1954). [*Id.*] Finally, and significantly, the 1956 memorandum refers to Shell's repairing of a "leak in [the] concrete lining" of Reservoir 6 in 1943. [*Id.*] The document does not state how long the leak had been present, where in the reservoir it was located, or how large it was.

Shell documents confirm that by 1959, and with surrounding properties being redeveloped for residential uses, the Property was no longer being used for crude oil storage purposes and specifically Reservoir 7:

"constitute[s] an attractive nuisance which is a matter of some concern to Wilmington Refinery officials because of the possibility of children entering and being injured or killed."

[Exs. 8, 9 ("[t]he reservoirs are essentially empty at this time, and are held on the basis of stand-by storage.")]

C. Shell Seeks To Sell The Property.

Throughout the late 1950s and early 1960s, Shell entertained various offers to purchase or otherwise use the Property. Shell organized inspections of the Property and received appraisals of the likely value of the Property. [Exs. 10, 11.] Shell represented to prospective buyers that it used the reservoirs to store crude oil. [Ex. 12.]

Tragically, in March 1965, a four year old boy playing with friends on the roof of one of the reservoirs fell through a hole in the roof, and drowned. [Ex. 13.] After this accident, it appears that there was an even greater urgency by Shell to eliminate the "attractive nuisance."

By April 1965, Shell decided to obtain appraisals for the Property [Ex. 14.] and the documents make clear that Shell expected that the Property might be used for "R-1

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'residential' purposes." [Ex. 15.] In fact, Shell requested that the appraisals be based on the assumption that the Property would be used for residential development. [Ex. 10.] By this time, the area surrounding the Property included numerous residential developments and, on the north and south sides, homes had been built literally right next door. [Ex. 16.]

D. Richard Barclay Offers to Purchase Property.

In mid-October, 1965, a real estate developer named Richard Barclay submitted an offer to purchase the Property from Shell for approximately \$1 million. [Ex. 17.] Richard Barclay's offer stated that it was "subject to the Purchaser being able to obtain a zone change to an R-1 zone on the industrially zoned property." [Id.] The offer also stated that Richard Barclay would incur all costs in seeking the zone change and that the "Seller agrees . . . to sign all necessary papers . . . and to cooperate . . . in obtaining said zone change." [Id.] In the event Richard Barclay could not obtain the needed zoning change, he proposed to retain the right to cancel the transaction or accept the Property with its current industrial zoning status. [Id.]

In internal correspondence, a Shell official supporting acceptance of the offer stated that he had "no concerns" regarding the "adaptability of land to residential sites upon clean-up" or obtaining a zoning change for the Property. [Ex. 18.]

The contract ultimately entered into between Shell and Richard Barclay stated that the "Purchaser shall have until April 14, 1966 to complete the entire zoning procedure" and that if the zoning change process was not complete by that date, Shell could choose not to proceed with the sale. [Ex. 19.] The offer by Richard Barclay was further conditioned on his receiving a favorable soil engineering report within 30 days of his acceptance of Shell's terms. [Id.] To have this report done, it was acknowledged that Shell would have to grant Richard Barclay access to portions of the Property. [Id.] In entering into the agreement with Shell, Richard Barclay signed on behalf of himself only. [Id.]

Representatives of Richard Barclay were permitted to inspect the Property on October 21, 1965. [Ex. 20.] An October 25, 1965 letter from Shell addressed to B-H-C⁵ identified the quantities of liquids remaining in the three reservoirs on the Property. [Id.] On November 23, 1965, Richard Barclay notified Shell that he had received a favorable soil engineering report on the Property. [Ex. 21.]

⁵ As in all cases, B-H-C was styled "Barclay-Hollander-Curci" without "Company," "Incorporated," "Corporation," or any other word that would indicate that it was an entity instead of a sole proprietorship or d/b/a of Richard Barclay. Because we have no information suggesting that B-H-C was a separate entity from Richard Barclay, and likely was a sole proprietorship or d/b/a of Richard Barclay, we refer only to Richard Barclay herein.

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E. Shell Permits Richard Barclay to Begin Decommissioning the Reservoirs.

Under the contract with Richard Barclay, Shell remained the legal owner of the Property until Richard Barclay could procure a zoning change to residential zoning. [Ex. 19.] On December 1, 1965, Richard Barclay sent a letter to Shell requesting permission to enter the Property and commence site clearing and cleanup. [Ex. 22.] Richard Barclay represented that he would retain “Chancellor Ogden,” a hazardous waste hauler, to remove any remaining liquid waste and petroleum from the Property for offsite disposal. [Id.] He also proposed to remove the wood and metal waste from the Property and to restore the Property to its natural grade. [Id.] On December 15, 1965, Shell replied and stated that work could begin on the Property. [Ex. 23.] Shell imposed a variety of conditions on Richard Barclay’s cleanup efforts, most critically that Shell retained the right to cancel the agreement and stop Richard Barclay’s cleanup efforts with just 24 hours’ notice. [Id.] Richard Barclay agreed to Shell’s terms and conditions. [Id.]

F. Richard Barclay Designates Lomita as His Nominee to Purchase the Property.

On December 28, 1965, Richard Barclay designated Lomita as his nominee for the purchase of the Property pursuant to the October 20, 1965 agreement. [Ex. 24.] Lomita was a partnership, and the partnership agreement at that time indicates there were four partners and all were corporations: Del Cerro Sales Co., Burwood Land Co., Bygrove Land Co., and Eastwood Land Co. [Id.] The stated purpose of the partnership was “the purchase, development and sale of certain real property in the County of Los Angeles, comprising approximately 43⁶ acres for residential use . . . it being presently contemplated that the property developed for residential use will be sold.” [Id.] The available portion of the partnership agreement does not refer to B-H-C, or Richard Barclay. [Id.]

G. Richard Barclay Begins Work on Property.

The draining, cleaning and decommissioning of the reservoirs and removal of other wastes occurred throughout the first ten months of 1966. During that time, Shell remained the owner of the Property [Ex. 25] and took an active role overseeing these efforts. [Exs. 25, 26, 27.]

When doing work on the Property, Richard Barclay and Lomita complied with the recommendations of the professional engineering firm, Pacific Soils Engineering, Inc. (“Pacific Soils”). [Exs. 28, 29.] The County received copies of soils reports prepared by Pacific Soils. [Ex. 30.] Richard Barclay and/or Lomita obtained all necessary permits and

⁶ This is the approximate size of the Property.

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approvals for this project. [Declaration of Leroy Vollmer⁷ (“Vollmer Decl.”), ¶13.] Pacific Soils tested the soil on the Property and concluded in its January 7, 1966 report that “[g]enerally the surface soils encountered will be suitable for foundation purposes.” [Ex. 31.]

1. **All liquid and petroleum wastes were removed from the reservoirs and disposed of offsite.**

Pacific Soils’ January 7, 1966 report noted that work was underway “to waste from the site the water and sludge present in the reservoirs” and recommended that all such materials be “wasted” from the site. [Ex. 31.] By April 1966, Reservoirs 5 and 6 were described by a Shell employee as “empty” and “clean.” [Ex. 32.] Internal Shell documents confirm that all three reservoirs had been fully cleaned out by August 15, 1966. [Ex. 33.]

2. **Reservoir roofs were removed and disposed offsite.**

Shell also agreed to allow Richard Barclay to handle the dismantling of the reservoir roofs and the disposal of the wood and metal wastes that resulted. [Exs. 22, 23.] Another subcontractor was hired to remove the roofs, wooden roof supports and steel support cables. [Vollmer Decl., ¶¶ 3, 7.] All of these materials were disposed offsite. [*Id.*, ¶ 7.] According to a Shell employee, by August 15, 1966, “all roofs and supporting structure [had] been removed, and the timber hauled away.” [Ex. 33.]

3. **Concrete floors and walls of reservoirs broken up and buried with County approval.**

The January 7, 1966 Pacific Soils report recommended that the concrete linings of the reservoirs should either be “wasted” from the site or buried onsite in the fill. [Ex. 31.] At the request of the County, Pacific Soils recommended that the placement of concrete fill “be limited to one layer which will be a minimum of seven feet below finished grade.” [Ex. 34.] Pacific Soils issued over a dozen reports and recommendations with respect to the different residential building lots for the various tracts on the Property and recommended burial of the reservoir concrete in a fashion identical or similar to that described above. [*See, e.g.*, Exs. 35, 36, 30.] These recommendations were consistently submitted to the County engineers. [Exs. 37, 30.] Many of them were designated as having been directly approved by County engineers, and they were all ultimately subject to County approval. [Exs. 36, 30, 38, 39.] In fact, the Grading Inspection Certificates for each tract expressly required a County engineer to certify that “the recommendations of the soils engineer . . . have been incorporated in the

⁷ Mr. Vollmer was the owner of Vollmer Engineering and Grading Contractors (“Vollmer”), one of the subcontractors working on the reservoir decommissioning.

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work.” [See, e.g., Ex. 40.] Based on the information reviewed to date, we do not believe that the County ever questioned the practice of burying the concrete floors and walls of the reservoirs and there does not appear to have been any reason why the County would have questioned it.

Vollmer Engineering and Grading Contractors was hired by B-H-C to assist in the decommissioning of the reservoirs and return the Property to its natural grade. It appears that proper care was used in breaking and burying the concrete, and there were no indications that the concrete posed any hazards. Lee Vollmer of Vollmer Engineering confirmed that his company was hired to “remove the storage reservoirs and return the Property to its natural grade” [Vollmer Decl., ¶3] and stated that, by the time his work commenced on the Property, “there was no liquid, oil, water or other debris present” in Reservoirs 5 and 6. [*Id.*, ¶ 5.] Furthermore, although Reservoir 7 “was filled with water, oil, and petroleum sediment” when Vollmer first came on the scene [*id.* at ¶ 10], a separate contractor, Chancellor and Ogden, assisted with removal of water and oil where needed. [*Ibid.*] Shell reported on August 15, 1966 that all of the oil was removed from the reservoirs. [Ex. 27.]

4. Piping and additional structures were also removed from the Property.

In addition, other structures and materials were removed from the site. Any piping on the Property that would have interfered with the development was also removed and hauled offsite. [Exs. 31, 28, 41, 42.] This included piping found in the pump house structure. [Ex. 42.]

5. Soil from the Property was used to fill in the reservoirs and return the Property to street level.

In its initial report Pacific Soils Engineering observed that “[i]n order to develop the property, it will be necessary to fill in the reservoirs and flatten the existing berms.” [Ex. 31.] Soil used to fill in the reservoirs and return the Property to its natural grade came from the berms surrounding each reservoir and surrounding the perimeter of the Property. [Vollmer Decl., ¶ 9 [“There was enough soil in the berms to cover all of the reservoirs and bring the Property surface up to street level without importing any soil”].]

The berm soil used to fill in the reservoirs appeared to be clean and not oily. According to Lee Vollmer, “[t]he soil from the berms was in good condition” and he “did not see or smell petroleum in the soil from the berms.” [*Id.*, ¶ 9.] In his many visits to the Property, Mr. Vollmer “never observed pools of standing petroleum on the Property, nor did [he] observe discolored soil on the Property, other than in the northern reservoir, which soil was removed from the Property.” [*Id.*, ¶ 12.]

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Any oily soil was directed to Pacific Soils for review. Such soil “was segregated and analyzed by the soil engineers, who made a determination as to the disposition of that soil.” [*Id.*, ¶ 9.] In fact, Mr. Vollmer has stated that “[t]he soil engineering company’s representative was on the Property on a daily basis to observe and oversee the removal of the reservoirs and the grading.” [*Ibid.*] Any oily soil was brought to the soils engineer for his review, and the developers relied upon the soils engineer to advise them as to the appropriate disposition of that soil. [*Ibid.*]

There is no evidence that any imported soil was brought onto the Property by Richard Barclay, Lomita, or the subcontractors. In its initial soils report, Pacific Soils expressly stated that the existing surface soils on the Property were suitable for foundation purposes. [Ex. 31.] Significantly, Mr. Vollmer, who was involved in the decommissioning of the tanks and the grading of the Property, stated that no soil or fill was brought to the Property from offsite locations during the re-development process. [See Vollmer Decl., ¶ 9 [“no soil was brought on to the Property to cover the three reservoirs.”].]

H. Richard Barclay and Lomita Need Extension of Shell Purchase Contract to Obtain Zoning Change and Shell Only Agrees After It Approves Cleanup of Property.

Throughout early 1966, Richard Barclay and Lomita worked to change the zoning for the Property from industrial to residential, which change was a precondition to complete the sale. [Ex. 19.] Notices of the County’s public hearing to consider the zoning change were sent to property owners within the area, and the first hearing took place on January 25, 1966. [Ex. 43.] Although the Los Angeles County Regional Planning Commission approved the zoning change application on February 8, 1966, the Los Angeles County Board of Supervisors rejected the application on March 17, 1966. [Ex. 44.]

When Lomita asked Shell for an extension of the Shell purchase contract deadline for receiving a zoning change (necessitated by the initial rejection of the zoning change application), Shell conditioned any extension on Richard Barclay’s making further progress on the decommissioning work, so long as it met with Shell’s satisfaction. A Shell official recommended in a Shell internal memorandum, which memorialized a telephone conversation with Richard Barclay, that “no extension of the closing date be granted until the work indicated above is completed” to Shell’s satisfaction. [Ex. 25.] During that telephone call, Richard Barclay asked what would “satisfy [Shell’s] requirements” at the Property and Shell indicated that it would only grant the extension if Richard Barclay removed all oil and water from Reservoir 7 and removed the roofs and support timbers from Reservoirs 5 and 7, among other things. [*Id.*] Richard Barclay agreed to get this done within 30 days. [*Id.*] Once complete, a Shell representative would review the clean up to ensure it conformed to

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Shell's requirements – otherwise, Shell would not approve an extension. [Ex. 45.] A July 1, 1966 internal Shell memorandum states that a Shell official visited the Property to assess the progress on the decommissioning. [Ex. 26.]

After significant negotiations, Richard Barclay and Lomita were able to obtain from Shell an extension of the time to obtain the zoning change to October 1, 1966. [Ex. 46.] After inspecting the Property, a Shell official observed that “[a]ll of the oil has been removed from the reservoirs, all roofs and supporting structure have been removed, and the timber hauled away.” [Ex. 27.] He further commented that “[a]ll the oil sumps and deep pits have been filled in.” [Id.]

I. Robert Barclay, Likely Richard Barclay's Brother, Obtains Necessary Rezoning of Property and Afterward Lomita Becomes Owner of the Property.

On July 7, 1966 Robert Barclay filed a second application for re-zoning with the Planning Commission on behalf of an entity named Carousel. [Exs. 44, 47, 48.] The Planning Commission heard the request on August 9, 1966, and granted it on September 20, 1966. [Ex. 49.] On August 26, 1966, Shell informed the Industrial Survey Advisory Committee that it was supporting the change in zoning of the Property to residential use. [Ex. 50.] Even before the zoning change received final approval by the Board of Supervisors, Shell, on October 14, 1966, filed a grant deed with the County Recorder transferring title in the Property to Lomita. [Ex. 51.] The deed was dated October 1, 1966. [Ex. 51.]

The Board of Supervisors held a hearing on October 20, 1966 regarding the re-zoning application. [Exs. 52, 48.] Groups from throughout the community, including neighboring landowners, were given the opportunity to voice their opinions for and against the proposed re-zoning. [Exs. 43, 53, 54, 55.] On October 24, 1966, the County Board of Supervisors sent a letter to various Los Angeles County entities announcing that the re-zoning petition had been approved and that the Property would be re-zoned as residential. [Ex. 56.]

J. The Property Is Prepared for Development by Fine Grading of Each Lot and Ultimately, Individual Lots Are Sold to Buyers.

After the reservoirs were drained, cleaned and decommissioned, and soil from the berms used to fill in the reservoirs, the fine grading of tracts within the subdivision commenced. At each stage of the grading process, the County signed off and approved the work of Lomita and the grading and soils engineers. [See, e.g., Exs. 40, 57, 58, 59, 60.]

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Lomita continued its grading and building activities after being granted title in October 1966. [*Id.*]

Title documents demonstrate that by September 1967, and perhaps sooner, Lomita began transferring title to individual residents. [*See, e.g.*, Ex. 61.] In 1969, title to any remaining parcels that had not yet been sold by Lomita to individual purchasers was transferred by grant deed from Lomita to a newly-formed corporation named Barclay Hollander Curci, Inc. (“BHC, Inc.”), a wholly-owned subsidiary of Dole (Dole was then known as Castle & Cooke, Inc.). [Ex. 62.] Thereafter, BHC, Inc. began transferring title to individual residents [*see, e.g.*, Ex. 63.] Ultimately, all of the tracts in the housing development were sold. Today, the Property is the Carousel subdivision, consisting of numerous individual residences.

K. Relevant History of BHC, Inc. from 1969 Incorporation to the Present.

The following is a chronological history of BHC, Inc., the corporation formed in 1969:

- March 11, 1969 - Articles of Incorporation for an entity named Barclay Hollander Curci, Inc. (defined above as “BHC, Inc.”) are filed with the California Secretary of State. [Ex.64.] The newly formed BHC, Inc. was a subsidiary of Castle & Cooke, Inc., designated as its sole shareholder. [Ex. 65.] The officers and directors of that new entity are Warren G. Haight, Richard M. Macfarlane, Robert A. Minckler, Ralph E. Erickson, and John R. Browning. [Ex. 64.]
- March 31, 1969 - Days after BHC, Inc.’s formation, it enters into an Agreement of Merger with thirteen California corporations. [Ex. 66.] These corporations include the constituent partners of Lomita – Del Cerro Sales Company, Burwood Land Co., Bygrove Land Co., and Eastwood Land Corp. as well as nine other corporations. [*Id.*]
- April 15, 1969 - As BHC Inc.’s sole shareholder, Castle & Cooke, Inc. issues its consent, ratification, and approval of the Agreement of Merger. [Ex.65.]
- February 12, 1975 -- The Articles of Incorporation of BHC, Inc. are amended, re-naming the entity Barclay Hollander Corporation (“BH Corp.”). Castle & Cooke, Inc. is still the sole shareholder of B-H Corp. [Ex.67.]
- 1980’s -- Various Castle & Cooke subsidiaries (at different times) become sole shareholder of BH Corp. [Exs. 68, 69, 70, 71, 72, 73, 74.]
- July 30, 1991 – The Articles of Incorporation of Castle and Cooke, Inc. are amended to change its name to Dole Food Company, Inc. (“Dole”). [Ex.75.]

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- 1995 – Dole decides to spin-off its real estate development business to its public shareholders. A new entity named Castle & Cooke, Inc. (“New C&C”)⁸ is formed as a subsidiary of Dole Food Company, Inc. for this purpose. The spin-off is to be accomplished by transferring real estate development assets of Dole and its subsidiaries to New C&C and its subsidiaries, and then spinning off the shares of New C&C to Dole’s shareholders, who thereby become shareholders of both Dole and New C&C, at which point New C&C becomes an entirely separate and distinct public company traded on the New York Stock Exchange.
- December 7, 1995 - As part of the spin-off transaction, the sole shareholder of BH Corp. (Castle & Cooke California, Inc., a Dole subsidiary) votes to sell all of BH Corp.’s assets (which, of course, no longer included any portion of the Property) and the liabilities associated with those assets, to New C&C. The spin-off transaction is consummated and New C&C becomes a separate and distinct public company trading on the New York Stock Exchange. [Ex.76.]
- December 7, 1995 to the present – BH Corp. has remained a wholly owned subsidiary of Dole since the December 1995 spin-off transaction and has had no assets, subsidiaries, revenue or operations throughout that time period. BH Corp. is and has remained a registered California corporation in good standing, but it has been dormant these last 16 years.

II. Legal Argument

A. **Dole Food Company, BH Corp., Richard Barclay (Nor His d/b/a B-H-C) and Lomita Are Not Dischargers under California Water Code Section 13304.**

Shell seeks to have Dole (and BH Corp.) named as “dischargers” under California Water Code Section 13304 and held responsible for the alleged contamination caused by Shell’s operations, based solely on Dole’s alleged relationship as a successor in interest to Lomita. [July 28, 2010 Letter submitted by Morgan Lewis on behalf of Shell (“Shell Letter”) at pp. 13-14.]. Obviously, if Lomita is not a “discharger” for the wastes that Shell left on the Property, then neither is BH Corp. Dole, which is simply the shareholder of BH Corp., is even farther removed. And, even if the Board were to find that Lomita could be named as a discharger, this entity no longer exists and there is no legal basis to name Dole as a “discharger” because of the activities of Lomita. Dole never owned the Property that is the

⁸ Although this new Castle & Cooke, Inc. (formed in 1995) has the same name as the prior Castle & Cooke, Inc., that changed its name to Dole in 1991, it is entirely separate and distinct from, and not the same entity as, the original Castle & Cooke, Inc. which was the initial parent corporation of BHC, Inc.

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subject of the Order. Dole never conducted any activity on the Property. In fact, neither Dole nor any of its subsidiaries had any connection with the Property or with the individuals or entities that drained, cleaned and decommissioned the reservoirs and graded the Property, until 1969, which is three years after the tanks were drained, cleaned and decommissioned, the Property was substantially graded, and numerous residential lots had already been sold.

1. **Definition of discharger.**

Section 13304(a) (emphasis supplied) defines a discharger as,

(a) Any person who has discharged or discharges waste into the waters of this state in violation of any waste discharge requirement or other order or prohibition issued by a regional board or the state board, **or who has caused or permitted, causes or permits, or threatens to cause or permit any waste to be discharged or deposited where it is, or probably will be, discharged into the waters of the state and creates, or threatens to create, a condition of pollution or nuisance**, shall upon order of the regional board, clean up the waste or abate the effects of the waste, or, in the case of threatened pollution or nuisance, take other necessary remedial action, including, but not limited to, overseeing cleanup and abatement efforts.

The Regional Board has already determined that Shell is a discharger in the March 11, 2011 Clean-up and Abatement Order (“Order”). Shell has not appealed that Order and it is now final.

2. **City of Stockton Case Holds Developing Party Whose Building Activities Happen to Affect Distribution of Contamination Is Not a Discharger.**

Critical to the Board’s analysis of the responsibility of the Developing Parties (defined as Lomita, Richard Barclay and B-H-C) is the very recent decision from the United States Court of Appeals for the Ninth Circuit, which held that Section 13304 discharger liability could not be applied in a factual context nearly identical to the one here. In *Redevelopment Agency of the City of Stockton v. BNSF Railway Co.* (9th Cir. 2011) 643 F.3d 668, two railroad companies (the “Railroads”) maintained railroad tracks on a parcel of land that was contaminated by petroleum. [*Id.* at 671.] The Railroads entered into an agreement with the City of Stockton in 1968 to complete certain activities on the Property, which included “plann[ing] and approv[ing] grading and drainage improvements to the Property made by the State, including the installation of a ‘french drain’ underneath the new roadbed.” [*Ibid.*] The Railroads then laid track on the property, and agreed to maintain the track, roadbed and drainage in exchange for the State offering them a right-of-way across the

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property. In 1983, years after the improvements were made by the Railroads, the State transferred title to the underlying land to the Railroads. The Railroads transferred title to the property to the Redevelopment Agency of the City of Stockton (“the Agency”) in 1988. [*Ibid.*]

In 2004, the property was excavated for commercial development and petroleum contamination was discovered in the soil along the path of the french drain and in the groundwater. [*Id.* at 671-72.] Although testing confirmed that the contamination was very old and likely resulted from a nearby bulk petroleum facility where there had been several spills in the early 1970s, “[i]t [was] undisputed that the french drain served as a preferential pathway through which the petroleum contamination migrated underground onto the Property.” [*Id.* at 672.] The Agency eventually incurred significant costs to clean up the property and brought an action for cost recovery and an injunction against the Railroads. [*Ibid.*]

The Agency alleged that the Railroads were liable for contamination under California’s Polanco Redevelopment Act as well as the common law of nuisance. [*Ibid.*] The United States District Court for the Eastern District of California concluded that the Railroads were responsible for the contamination under nuisance law and the Polanco Act’s incorporation of Water Code Section 13304, but not under the Polanco Act’s CERCLA provision⁹. [*Ibid.*] The Ninth Circuit reversed the district court’s determination regarding both nuisance and Section 13304 discharger liability, finding that the Railroads were not liable as dischargers under either legal theory. [*Id.* at 680.] As of the date of this letter, the Agency has not filed a petition for review with the United States Supreme Court, nor a motion for rehearing en banc with the Ninth Circuit.

There are striking parallels between the activities of the Railroads in *City of Stockton* and Lomita and Richard Barclay, including:

- The alleged “dischargers” had not spilled the substances causing the contamination or knowingly permitted such substances to migrate onto the property, and thus had no active involvement in the release of the contamination on the property.
- The alleged “discharger” was engaged in the construction of improvements and/or grading that is alleged to have moved or redistributed contamination, which construction of improvements and/or grading was itself “wholly unrelated to the contamination.” [*Id.* at 674.]

⁹ Under the Polanco Act, a redevelopment agency may clean up contaminated property and then seek reimbursement from others, including those who meet the definition of “discharger” under Water Code Section 13304.

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- The alleged “discharger” engaged in significant improvements to the property during a time period when it was not an owner of that property, and in this case - when the party with active involvement in the release of contaminants (Shell) was the owner of the property.
- The contamination was discovered long after the alleged “discharger’s” operation and/or ownership of the property.
- The contamination consisted of petroleum compounds left on the property or allowed to migrate onto the property by others.

The facts here are even more compelling in support of a finding of no “discharger” status for the Developing Parties, than in *City of Stockton*. There, it was undisputed that the french drain was the preferential pathway that ultimately caused the subsurface distribution of contaminants to come onto the property. Here, by contrast, there is no evidence that the work performed by the Developing Parties has affected the distribution of contaminants on the Property, certainly not in any material way. Even if Shell could establish that the activities of the Developing Parties “happen[ed] to affect the distribution of contamination released by someone else” (here, Shell is that ‘someone else’) – it still would not result in discharger liability for the Developing Parties pursuant to the holding in *City of Stockton*. [*Id.* at 675.] The parallels between the facts here and those in *City of Stockton* demand the same conclusion – none of the Developing Parties are dischargers pursuant to Water Code Section 13304.

In reaching its conclusion that the Railroads were not liable under the law of nuisance, which the Court concluded was part of the analysis of liability under Section 13304, the Court reasoned that “the critical question is **whether the defendant created or assisted in the creation of the nuisance.**” [*Id.* at 673, emphasis supplied.] While the district court had ruled that the Railroads’ status as “but-for” causes of the contamination justified the imposition of nuisance liability, the Ninth Circuit corrected the District Court’s misinterpretation of the law of nuisance, concluding that “conduct cannot be said to ‘create’ a nuisance **unless it more actively or knowingly generates or permits the specific nuisance condition.**” [*Id.* at 674, emphasis supplied.] Here, even if the Board concludes that the Developing Parties’ activities are a “but-for” cause of the contamination now discovered at the Property (and there is no evidence that such activities were a “but-for” cause), that is insufficient to impose liability as a discharger. The rule announced in *City of Stockton* is directly applicable here, and like the Ninth Circuit the Board should similarly “*decline to hold that an otherwise innocent party who builds or installs a conduit or structure for an unrelated purpose which happens to affect the distribution of contamination released by someone else is nonetheless liable for ‘creating or assisting in*

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the creation' of the nuisance." [*Id.* at 675, emphasis supplied.] There is no question that the Developing Parties did not release petroleum products onto the Property and it is undisputed that the Developing Parties "did not affirmatively direct [the] flow [of Shell's petroleum onto the Property] or knowingly permit [Shell's petroleum] to migrate...onto the Property." [*Id.* at 674.]

Pursuant to *City of Stockton*, the Developing Parties' decommissioning and grading activities cannot be characterized as a discharge. The Court in *City of Stockton* refused to characterize the waste emitted from the french drain as a "discharge" because the drain was a mere conduit for waste initially released by others and concluded that even if the emission from the drain could be viewed as a "discharge," Water Code Section 13304 liability was not intended to "encompass those whose involvement with a spill was remote and passive." [*Id.* at 678, quoting *City of Modesto Redevelopment Agency v. Super. Ct.* (2004) 119 Cal.App.4th 28, 44.] As with the Railroads in *City of Stockton*, the Developing Parties' involvement with the petroleum contamination left by Shell in the subsurface was remote and passive. [*Id.* at 678.] Neither can Shell argue that the Developing Parties failed to abate a condition of nuisance during their time of activity on, and/or ownership of, the Property because the Developing Parties abated all potential nuisances of which they were aware and did so pursuant to the review and approval of the County, the soil engineers and Shell itself. [*See supra* at Section I(G)(3) and I(J).]

Shell's citation to other Regional Board authority is similarly unpersuasive and further supports the conclusion that the Developing Parties are not dischargers. As Shell states, the State Water Resources Control Board has held that a landowner who is not directly responsible for a discharge nonetheless "permits" it when he or she **has knowledge of the discharge and the ability to control it**. [*See* Shell Letter, p. 11, citing *In re Spitzer* (Cal.St. Wat.Res.Bd. 1989, Order No. WQ 89-8) 1989 Cal. ENV. LEXIS 11 at *9.] But the factual record here shows that

1) None of the Developing Parties disposed of waste on the Property at the time of the redevelopment or afterwards [*See supra* at Section I(G)];

2) None of the Developing Parties had knowledge of any discharge that required any removal (except those which it abated by removing materials from the Property) [*See supra* at Section I(G)];

3) Shell retained ultimate control over, and approval of, the re-development¹⁰ and was an owner during the decommissioning of the reservoirs [*See supra* at Section I(H)]; and

¹⁰ Of course, the County of Los Angeles, and its engineers, approved the decommissioning of the reservoirs, grading of the Property, and the redevelopment.

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4) Neither the Developing Parties nor Dole are currently in control of the Property and therefore are not contributing to a continuing nuisance [*See supra* at Section I(J)].

a. **There is no evidence that the Developing Parties disposed of waste on the Property.**

Richard Barclay and Lomita never operated the Property as a crude oil tank farm, which means that any soil in the top ten feet of the Property (which Shell suggests is the responsibility of the Developing Parties) was soil left there when Shell, as the owner of the Property, oversaw Richard Barclay's decommissioning of the reservoirs and grading of the Property. The Developing Parties did not bring any soil onto the Property as fill, nor is there any evidence that the Developing Parties disposed of any wastes on the Property. Thus, the Developing Parties did not perform any activities on the Property that resulted in contaminants being introduced onto the Property.

b. **The Developing Parties had no knowledge of any discharge (other than what they took offsite).**

While Lomita and Richard Barclay knew that Shell had stored crude oil in the Property reservoirs, there is no evidence that the Developing Parties were aware of any of Shell's other "prior activities on the Property." [Shell Letter, p. 11.] Mere knowledge that Shell had stored crude oil in concrete-lined reservoirs does not equate with knowledge that some event must have occurred that caused crude oil or some other substance to seep into the soil causing a contamination condition requiring abatement. [*Id.*, pp. 7-8.]¹¹ The record shows that the Developing Parties fully cleaned out all of the reservoirs before any grading began, thus removing from the Property all known hazards, and that Shell (and the County)

¹¹ To the extent that Shell argues that the March 11, 1966 Pacific Soils report [Ex. 78.] resulted in sufficient knowledge, a return to the basic language of Section 13304 belies this assertion. A discharger "causes or permits, or threatens to cause or permit any waste to be discharged or deposited **where it is, or probably will be, discharged into the waters of the state** and creates, or threatens to create, a condition of pollution or nuisance." Lomita could not have known based on that one report and the scant information in it, that waste "probably will be...discharged into the waters of the state." [*Id.* ("Most of the soils in the borings had a petroleum odor, however the amount of actual oil contained in the soil is unknown.")]. This report is the only one out of over a dozen analyses performed by Pacific Soils that even mentions the presence of a petroleum odor, and it only pertained to sampling from below one of the three reservoirs. [*Id.*] This document cannot be read with 20/20 hindsight because Lomita did not know that the tanks had been leaking for years (this was knowledge purely within the ambit of Shell). In addition, Lomita took no active steps regarding that soil, which remained in the same place (below the concrete floor, which is well below the 7-10 foot level highlighted by Shell as being the responsibility of the Developing Parties) that it had during Shell's operations and with Shell's approval to leave it there. Although the soils engineering company and the County were both aware of the report and its contents, there was never any suggestion that Lomita needed to do anything further regarding that soil.

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reviewed and approved the completed cleanup work. [Ex. 27.] Based on the knowledge the Developing Parties (and certainly the County) possessed, of how Shell had used the Property in the past, the Developing Parties had every reason to believe that potential hazards had been eliminated once the reservoirs were cleaned out in a manner specifically approved by Shell. [Ex. 77 (Richard Barclay thanks Shell for giving him time to “remove the hazards on the Kast tank farm site.”).]

Shell’s cited authorities are inapplicable here. [See *In re Spitzer*, *supra*, 1989 Cal. ENV. LEXIS 11.] The State Board held in *In Re Spitzer* that **current owners**¹² of property are dischargers because “[t]he discharge of the PCE did not cease when the dry cleaning businesses stopped. The discharge continues as long as the PCE remains in the soil and water. Therefore, the Owners do know about the discharge of pollutants on their property.” [*Id.* at *9 - *10.] Here, the Developing Parties did not know of any subsurface contamination on the Property during the time they owned or operated on it and were in a position to take any action. These two criteria – **knowledge and control** – must necessarily be satisfied simultaneously under relevant authority. Therefore, the Developing Parties cannot be dischargers because they did not have knowledge of the discharge at the same time they had any ability to control the discharge.

c. **The Developing Parties performed the cleanup with the oversight of Shell and during a time period when Shell was the owner of the Property.**

Shell’s statement that “[t]he Developers were directly responsible for and exercised complete control over all aspects of the Property Development” [Shell Letter, p. 12] ignores the reality that Shell maintained ultimate control and approval over the cleanup and decommissioning process and actively exercised its authority. [Ex. 23 (Shell imposed conditions and retained right to revoke permission to enter).] Further, the removal of the residue and wastes from the reservoirs, taking down the wood roofs and wood/metal roof supports, and certain grading took place while Shell was the owner of the Property. [See *supra* Section I(G), I(H); Exs. 23, 27.] Shell inspected the Property and tied its own approval of the condition of the Property and the progress of waste removal as pre-conditions to allowing Richard Barclay additional time to obtain the zoning approval. [See *supra* Section I(H); Exs. 45, 25.]

¹² The current property owners in *Spitzer* became aware of the discharge during their ownership and when the discharge was continuing. As such, the Board held that these owners had a current responsibility to cease to discharge. None of the entities referenced in the Regional Board’s 13267 Order are current property owners and therefore cannot be considered “dischargers” as a result of the new knowledge of contamination at the Kast Property.

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d. **The Developing Parties have no current control over the Property or discharge.**

Shell's reliance on *Zoecon* is similarly misplaced, as that case involved the issue of whether waste discharge permits should be imposed on a current landowner even though wastes had been placed on the property by a former owner. [*In re Zoecon Corp.* (Cal.St.Wat.Res.Bd.1986, Order No. WQ 86-2) 1986 Cal. ENV LEXIS 4.] The State Water Resources Control Board held that waste discharge permits should be imposed, emphasizing the objecting party's status as the **current landowner**, reasoning that "it is this very role that puts [the landowner] in the position of being will(sic) suited to carry out the needed onsite cleanup. The petitioner has exclusive control over access to the property. As such, it must share in responsibility for the clean up." [*Id.* at *15.]

Neither *Spitzer* nor *Zoecon* can be extended to require the Developing Parties, let alone BH Corp. or Dole, none of which are current landowners, be named as dischargers.

3. **Richard Barclay and Lomita's activities during the 1960s did not violate any laws or regulations, and therefore fall within the 13304(j) exception to discharger liability.**

Section 13304 was never intended to apply retroactively to activities that occurred before its enactment date of January 1, 1970 (more than three years after the decommissioning of the reservoirs and the heavy grading of the Property to restore it to its original grade). Section 13304, as originally enacted, was silent on the issue of retroactivity, thereby triggering the presumption that "a statute that is ambiguous with respect to retroactive application is construed...to be unambiguously prospective." [*Myers v. Phillip Morris Companies, Inc.*, (2002) 28 Cal. 4th 828, 841, citing *INS v. St. Cyr*, (2001) 533 U.S. 320-321, fn 45 and *Lindh v. Murphy*, (1997) 521 U.S. 320, 328, fn. 4.] Although Section 13304 was amended in 1980 to add in the past tense for certain terms such as "discharges," this addition of the past tense does not overcome the presumption against retroactivity. [*Myers*, 28 Cal. 4th 842-843.] The legislative history further confirms that retroactivity was discussed during the time of the bill's consideration by the legislature and ultimately resulted in the addition of Section 13304 (f) (which is now Section 13304(j)). [*See Exs. 84, 87, 110.*]

Section 13304(j) states that Section 13304 will "not impose any new liability for acts occurring before January 1, 1981, if the acts were not in violation of existing laws or regulations at the time they occurred." Here, the relevant activities occurred during the mid to late-1960s and there is no evidence that the Developing Parties violated any law when carrying out their activities at the Property. Rather, the opposite is true – the Developing

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Parties obtained all necessary permits and approvals from the County for their activities on the Property. [Vollmer Decl., ¶ 13; *See* Sections I(J) and ((G)(3) *supra*.]

Further, the Developing Parties did not violate nuisance laws that existed prior to 1981 [*City of Stockton, supra*, 643 F.3d, at 674-75]¹³ and were not the creator of the nuisance condition. [*Ibid.* (summarizing law of nuisance and finding that the Railroads, whose activities are strikingly similar to those of the Developing Parties here, did not violate nuisance law).] Thus, the facts here are distinguished from those in other State Board decisions that have held that direct dischargers could not invoke Section 13304(j) because they had actively created a nuisance in violation of pre-1981 nuisance law. [*See In re Petition of Lindsay Olive Growers* (Cal.St.Wat.Res.Bd. 1993, Order No. WQ 93-17) 1993 WL 522521, *4-*5 (holding that olive processing plant that directly released wastewater into brine ponds could not invoke Section 13304(j) because its conduct violated pre-1981 nuisance law); *In re Petitions of County of San Diego et al.* (Cal.St.Wat.Res.Bd. 1996, Order No. WQ 96-2) 1996 WL 101751, *4 (holding that the County of San Diego, which directly deposited wastes into a landfill between 1960 and 1963, could not rely on the Section 13304(j) exception because its actions created a nuisance).]

Just as they did not create a nuisance, Richard Barclay and Lomita did not fail to abate a nuisance. Under California Civil Code Section 3483, “[e]very successive owner of property who neglects to abate a continuing nuisance upon, or in the use of, such property, created by a former owner, is liable therefor in the same manner as the one who first created it.” [Cal. Civ. Code § 3483.] In interpreting this statute, courts have held that “one who has not created a nuisance must be shown to have knowledge of its existence before he can be held [liable].” [*Reinhard v. Lawrence Warehouse Co.* (1940) 41 Cal.App.2d 741, 746; *City of Stockton, supra*, 643 F.3d at 675-76.] This is based on the reasoning that while “[t]he creator of a nuisance is presumed to have knowledge of his own acts . . . there is no presumption that the successor to the title to realty has knowledge of the acts of his predecessor in interest.” [*Reinhard, supra*, 41 Cal.App.2d at 747.] To be liable for having failed to abate a nuisance, therefore, Richard Barclay and/or Lomita must be shown to have known of subsurface contamination requiring abatement [*City of Stockton, supra*, 643 F.3d at 677], but there is no basis to draw that conclusion here. [*See* Sections I(G), (H), *infra*; Ex. 79 (Pacific Soils concluded that “[g]enerally surface soils encountered will be suitable for foundation purposes”); Vollmer Decl., ¶¶5, 9, 10; Ex. 77 (Richard Barclay thanks Shell for giving him time to “remove the hazards on the Kast tank farm site”); Ex. 27 (Shell employee

¹³ *City of Stockton* analyzed the conduct by the Railroads there in 1968 under applicable nuisance law [*Id.* at 673-677] and focused on the Restatement (Second) of Torts, § 839 (a) and (c) (1979). Like the Railroads there, the Developing Parties here did not know of any nuisance nor can any argument be made that they failed to take reasonable steps to abate any condition or nuisance given the oversight and approvals of the County and Shell. [*Id.* at 675.]

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states that “[a]ll of the oil has been removed from the reservoirs, all roofs and supporting structure have been removed, and the timber hauled away”.]

If the Board determines that Section 13304(j) is inapplicable to these facts, then the effect would be to render the statutory provision virtually meaningless and that is not consistent with cases analyzing statutory construction. [*Woods v. Young* (1991) 53 Cal.3d 315, 323-24; *California Mfrs. Assn. v. Public Utilities Com.* (1979) 24 Cal.3d 836, 844 (statutes are not to be interpreted in a way that renders them meaningless).] If the exception does not apply here, then it is difficult to imagine a circumstance where it would apply.

4. **Shell’s citation to CERCLA strict liability cases is misplaced, because they address an entirely different statutory scheme and are not persuasive for interpreting discharger liability under Section 13304.**

In its July 28, 2010 letter, Shell improperly cites to various cases interpreting what constitutes “disposal” under 42 U.S.C. § 9607(a)(2) in its attempt to argue that Richard Barclay and Lomita were dischargers under Section 13304(a). Shell’s reliance on CERCLA authorities is misplaced and should be disregarded. [*City of Stockton*, *supra*, 643 F.3d at 677-78.] *City of Stockton* confirms what Shell acknowledges in its letter, that under Section 13304, a landowner must have both knowledge of the discharge and the ability to control it in order to be liable as a discharger. [*See City of Stockton, supra*, 643 F.3d at 677-78; Shell Letter, p. 11, citing *Arthur Spitzer, et. al., supra*, 1989 Cal. ENV. LEXIS 11 at *9-*10.] CERCLA,¹⁴ by contrast, does not contain a knowledge requirement because it is a strict liability statute that imposes liability on an “owner or operator” that disposes of hazardous wastes, regardless of the party’s mental state. [*3550 Stevens Creek Assocs. v. Barclays Bank*

¹⁴ California has a CERCLA equivalent, which is the Carpenter-Presley-Tanner Hazardous Substance Account Act, detailed in California Health and Safety Code Sections 25300-25395.45. [*City of Stockton, supra*, 643 F.3d at 677.] Liability under this statute hinges on whether a party would be liable under CERCLA. [Cal. Health & Safety Code §25323.5(a)(1).] California’s Polanco Act (Cal. Health & Safety Code § 33459) expressly distinguishes between parties liable under this CERCLA equivalent, which governs hazardous substance disposal, and parties liable as dischargers under Water Code Section 13304. Under the Polanco Act, a redevelopment agency can recover costs incurred to remediate contamination from a “responsible party” under either (1) Health and Safety Code Section 25323.5 (the CERCLA equivalent) or (2) Section 13304. [Cal. Health & Safety Code § 33459(h).] This statutory scheme would make no sense if disposal liability under CERCLA was the same as discharger liability under Section 13304. The Ninth Circuit’s separate analyses of the two statutes in *City of Stockton* further confirms that they are two different bases for liability. [*City of Stockton, supra*, 643 F.3d at 677-78.]

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of California (9th Cir. 1990) 915 F.2d 1355, 1357.] These authorities are not relevant to the determination of whether the Developing Parties are dischargers pursuant to Section 13304.¹⁵

5. Even if Richard Barclay / B-H-C of the 1960s was a discharger (and it was not), present-day BH Corp. cannot be held liable for its actions.

The present-day BH Corp. is not the same entity or a successor to the “B-H-C” that entered into the December 1965 agreement with Shell to begin the decommissioning of the Property reservoirs. Based upon available records obtained from the California Secretary of State, there does not appear to have been an entity known as Barclay-Hollander-Curci existing in California in December 1965 (or at any other time prior to 1968) and therefore those records reveal nothing about the 1965 B-H-C, or its formal structure and existence.¹⁶ Present-day BH Corp. came into existence in March 1969, when Articles of Incorporation were filed for an entity identified as Barclay Hollander Curci, Inc., which was formed as a subsidiary of Castle & Cooke, Inc. On March 31, 1969, shortly after BHC Inc.’s formation, various California corporations were merged into the entity including the four corporations that were the constituent partners of Lomita and nine other corporations. In February 1975, BHC, Inc.’s name changed to BH Corp.

This corporate chronology shows that the present BH Corp. is not the same as Richard Barclay or his apparent sole proprietorship or d/b/a “Barclay-Hollander-Curci” that entered into the 1965 agreement with Shell to clean up the Property and decommission the reservoirs. There does not appear to be any legal relationship between B-H-C from 1965-1966 and either Lomita, BH Corp. or Dole. Therefore, these latter entities cannot be held “dischargers” as a result of the activities of B-H-C.¹⁷

¹⁵ Shell’s reliance on CERCLA authorities to interpret Section 13304 discharger liability is especially inappropriate here. Shell asserts that the contamination at issue is crude oil (Shell Letter, p. 2.), but CERCLA’s “petroleum exclusion,” excludes from the coverage of CERCLA “petroleum, including crude oil or any fraction thereof ...” [See 42 U.S.C. § 9601(14); *Wilshire Westwood Associates v. Atlantic Richfield Corp.* (9th Cir. 1989) 881 F.2d 801.]

¹⁶ The first time that any entity with the name Barclay Hollander Curci appears in the records of the California Secretary of State which we have been provided is September 1968 when an entity known as College Hills, Inc. changed its name to Barclay-Hollander-Curci, Inc. [Ex. 80.] Within a few months, the entity’s name was changed back to College Hills, Inc. [Ex. 81.] There is no evidence that this entity had any connection to the Property.

¹⁷ In any event, per *City of Stockton*, B-H-C is not a discharger either. [See Section II.(A), *infra*.]

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B. Dole Food Company Had Nothing to Do with the Development of the Property, and It Cannot Be Held Liable for the Actions of Its Subsidiary BH Corp.

Shell essentially argues that BH Corp.'s status as a "wholly-owned" subsidiary of Dole means that automatically Dole should be held responsible for the liabilities of its subsidiary. This is contrary to a fundamental premise of California law that "[a] parent corporation is not liable on the contract or for the tortious acts of its subsidiary simply because it is a wholly owned subsidiary. Some other basis of liability must be established." [*Northern Natural Gas Co. of Omaha v. Super. Ct.* (1991) 64 Cal.App.3d 983, 991; *Inst. of Veterinary Pathology, Inc. v. Cal. Health Labs., Inc.* (1981) 116 Cal.App.3d 111, 119 ("A parent corporation is not liable for the torts of its subsidiaries simply because of stock ownership").] Courts will only pierce the veil when "the facts are such that an adherence to the fiction of the separate existence of the corporation would, under the particular circumstances, sanction a fraud or promote injustice." [*Associated Vendors, Inc. v. Oakland Meat Co., Inc.* (1962) 210 Cal.App.2d 825, 837 (citations omitted).] In other words, piercing the corporate veil is the exception, not the norm and is applied only under the extremely narrow circumstances where conduct of the corporation amounts to fraud or bad faith. Such extreme circumstances do not exist here.

To prevail on a claim of "alter ego," a party must show (1) that there is such unity of ownership and interest that the separate personalities of the subsidiary and the parent no longer exist¹⁸ and (2) that if the acts are treated as those of the subsidiary alone, an inequitable result will follow. [*Doney v. TRW, Inc.* (1995) 33 Cal.App.4th 245, 249, citing *Mesler v. Bragg Management Co.* (1985) 39 Cal.3d 290, 300; *see also Neilson v. Union Bank of Cal., N.A.* (C.D. Cal. 2003) 290 F.Supp.2d 1101, 1115-16.] Both of these factors must be established to pierce the corporate veil. [*U.S. Fire Ins. Co. v. Nat. Union Fire Ins. Co. of Pittsburgh* (1980) 107 Cal.App.3d 456, 469.]

Importantly, to meet the second prong of the test, "it is not sufficient to merely show that a creditor will remain unsatisfied if the corporate veil is not pierced, and thus set up such an unhappy circumstance as proof of an 'inequitable result.'" [*Associated Vendors, supra*, 210 Cal.App.2d at 842.] This is because "[t]he purpose of the doctrine is not to protect every unsatisfied creditor, but rather to afford him protection, where some **conduct amounting to bad faith** makes it inequitable . . . for the equitable owner of a corporation to hide behind its corporate veil." [*Ibid.*, emphasis supplied; *see also Clejan v. Reisman* (1970) 5 Cal.App.3d

¹⁸ Here, it would be impossible to argue that Dole was an "alter ego" for any of the persons or entities involved in decommissioning activities at the Property. Dole's subsidiary was involved in the Property no earlier than 1969 while the activities allegedly giving rise to discharger status appear to have occurred much earlier than that time.

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224, 239 (holding that merely pointing to the inadequate capitalization of a corporation is not enough to support alter ego liability of its shareholder in the absence of a showing of some sort of fraud or an attempt to escape liability by the shareholder.¹⁹.)] In other words, under California law, “in order to enforce the alter ego theory of liability bad faith must be shown.” [U.S. Fire Ins. Co., *supra*, 107 Cal.App.3d at 469, citing *Hollywood Cleaning & Pressing Co. v. Hollywood Laundry Service, Inc.*, (1932) 217 Cal. 124, 129.] Shell’s bare statement that “[b]ased upon publicly-available filings, BH Corp. remains wholly-owned by Dole Food Company, Inc.” [Shell Letter, p. 13] is just the sort of conclusory, unsupported allegation that courts have routinely held insufficient to allege that piercing of the corporate veil is proper. [See *Nielson, supra*, 290 F.Supp.2d at 1115-16 ; *Eclectic Properties East, LLC v. Marcus & Millichap Co.* (N.D. Cal. Jan. 29, 2010) 2010 U.S. Dist. LEXIS 7381 at *15-*16 ; *Jackson v. Balanced Health Products* (N.D. Cal. June 10, 2009) 2009 U.S. Dist. LEXIS 48848 at *18 .]

Shell has not and cannot allege facts regarding the relationship between Dole and BH Corp. that show bad faith on the part of Dole, because no such bad faith exists. BH Corp. became a dormant company in 1995, and has had no assets, subsidiaries, revenue or activity since then. The existence, structure, activities and assets of BH Corp. have not changed since 1995 – long before any investigation or Litigation concerning the Property began and long after the redevelopment activities ended. As such, Dole would vigorously contest any effort to pierce the corporate veil.

The record demonstrates that the current corporate structure of BH Corp., and its present relationship to its sole shareholder Dole, is not the result of “conduct amounting to bad faith” on the part of Dole. [See *Associated Vendors, supra*, 210 Cal.App.2d at 842; see also *Arnold v. Browne* (1972) 27 Cal.App.3d 386, 397, overruled on other grounds in *Reynolds Metals Co. v. Alperson* (1979) 25 Cal.3d 124, 129.] This is simply not a situation where a parent company is “asserting[ing] [a subsidiary’s] corporate separateness in order to commit fraud and other misdeeds with impunity.” [*Las Palmas Associates v. Las Palmas Center Associates* (1991) 235 Cal.App.3d 1220, 1249; see also *Leek v. Cooper* (2011) 194 Cal.App.4th 399, 418-19 (reasoning that “[t]here also must be some conduct amounting to bad faith that makes it inequitable . . . to hide behind the corporate form”.)] Piercing the corporate veil requires a showing of bad faith, [*United States Fire Ins. Co., supra*, 107 Cal.App.3d at 469, citing *Hollywood Cleaning & Pressing Co., supra*, 217 Cal. at 129], and mere “[d]ifficulty in enforcing a judgment does not alone satisfy this element [that of demonstrating an inequitable result].” [*Leek, supra*, 194 Cal.App.4th at 418; *Associated Vendors, supra*, 210 Cal.App.2d at 842.]

¹⁹ Here, of course, there is not even a suggestion that BH Corp. was undercapitalized.

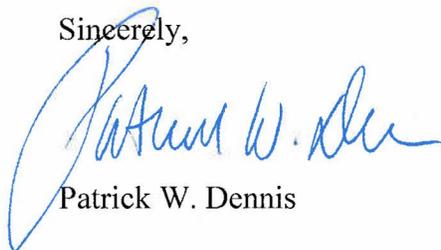
September 15, 2011
Page 25

There is no basis for holding Dole liable for any alleged liabilities of its subsidiary BH Corp., or, for that matter, Lomita.

III. Conclusion.

Dole, BH Corp., Lomita, and Richard Barclay are not dischargers as a result of their activities at the Property, pursuant to the definition of that term in Section 13304 and authoritative case law interpreting that section. Dole made substantial efforts to answer all of the questions posed by the Regional Board in the Order. However, as stated, this response is limited to information now known to Dole, which it was able to obtain and review in the limited time allowed for this response, and Dole reserves its rights to supplement this response with additional information.

Sincerely,

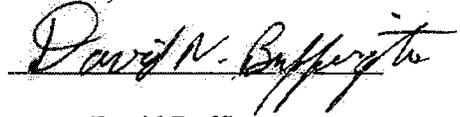


Patrick W. Dennis

DECLARATION OF
DAVID BUFFINGTON

Declaration of David Buffington

I, David Buffington, do hereby declare, under penalty of perjury under the laws of the State of California, that I am Senior Counsel and Director of Labor & Employment for Dole Food Company, Inc. ("Dole"), that I am authorized to attest to the veracity of the factual information contained in Section I of Dole's September 15, 2011 Response to the Regional Board's April 22, 2011 Water Code Section 13267 Order. I have reviewed the factual information contained in that section, and I am informed and believe that such information is true and correct. This declaration was executed at Westlake Village, California on September 15, 2011.

A handwritten signature in cursive script that reads "David N. Buffington". The signature is written in black ink and is positioned above the printed name.

David Buffington

DECLARATION OF
LEROY H. VOLLMER

Declaration of Leroy H. Vollmer

I, Leroy H. Vollmer, declare as follows:

1. I am an individual residing in Torrance, California. I am 81 years old and I have been retired about ten years. Vollmer Engineering and Grading Contractors (the "Company") was an earthmoving company begun by myself. By approximately 1954, I was the sole owner of the company. By 1963, I was partners with my father, Frank Vollmer, in the Company. The Company was dissolved in approximately 1990.

2. During the mid-1960's, the Company was hired by George Bach of Barclay Hollander Curci to work on a project in Carson, California, which I understood to be a former Shell Oil Company crude oil storage facility (the "Property"). The Property was located in what is now Carson, California, although at the time, it was located in an unincorporated area of Los Angeles County (the "County").

3. The Company was hired to remove the storage reservoirs and return the Property to its natural grade. As described below, other subcontractors (not the Company) were hired to perform certain aspects of the removal of the storage reservoirs, including removal of residual liquids and materials from the reservoirs, removal of residual liquid from the pipelines on the property, removal of piping from the property, and removal of roofs and roof supports.

4. There were three storage reservoirs on the Property, which I was informed had been used to store crude oil. Two of the reservoirs were approximately the same size and the third reservoir, which was on the northern end of the Property, was larger than the other two reservoirs. Each reservoir was recessed into the ground and completely encased with large earthen berms constituting the sides of the reservoirs. Each reservoir was lined with concrete on the bottom and sides. There were roofs on each reservoir, supported by internal wooden beams that were reinforced with steel cables.

5. When I saw the inside of the two smaller reservoirs, there was no liquid, oil, water or other debris present. In fact, the interior of these two reservoirs was clean and dry.

6. The condition of the largest reservoir was different than that of the two smallest reservoirs. Based on my observations, I believe the largest reservoir contained approximately 3 feet of water, approximately 1 foot of oil floating on top of the water, and approximately 1 foot of petroleum sediment. I had understood from George Bach, who supervised the work on the Project, that a child had fallen through the roof of this reservoir while playing and had drowned, prior to Barclay Hollander Curci's purchase of the Property.

7. Removal of the reservoirs from the Property started with removal of the roofs and roof supports, which were removed from the Property by the

subcontractor hired to perform that work (not the Company). Then, personnel of the Company used heavy equipment to punch through the walls of the reservoirs. Again, when my employees punched through the walls of the two smaller reservoirs, we found the concrete walls and flooring of the reservoirs to be clean.

8. The Company was instructed by George Bach to break up the concrete walls and flooring of each reservoir and then bury them in place. It is my understanding that the soils engineer who had been hired for the project concurred in that recommendation and that the County had also approved this plan. The County required the Company to bury the concrete a certain number of feet below ground surface. The Company followed that requirement and painstakingly broke up the concrete floors and walls of each reservoir. George Bach inspected the interior of each reservoir before he approved burial of the concrete floors and reservoirs.

9. Once the concrete was properly broken up, it was covered with soil taken from the berms surrounding each reservoir. There was enough soil in the berms to cover all of the reservoirs and bring the Property surface up to street level without importing any soil. Therefore, no soil was brought on to the Property to cover the three reservoirs. The soil from the berms was in good condition. I did not see or smell petroleum in the soil from the berms. If oily soil was encountered during the Company's work, that soil was segregated and analyzed by the soil engineers, who made a determination as to the disposition of that soil. The soil engineering

company's representative was on the Property on a daily basis to observe and oversee the removal of the reservoirs and the grading.

10. The removal of the largest reservoir on the north side of the Property was more difficult than the other two reservoirs because this reservoir was filled with water, oil and petroleum sediment. A separate subcontractor, which I believe to be Chancellor and Ogden, was hired to remove the liquid materials and dispose of them off site. Chancellor and Ogden used a hose attached to a vacuum truck to remove the water and then remove the oil. The water and oil were taken off the Property using different vacuum trucks. The Company's equipment worked to assist the Chancellor and Ogden operation by crowding the oil/water remaining on the floor of the northern reservoir. An earthen berm was used as the method for crowding the liquid toward the west end of the reservoir. When, ultimately, no liquid was left in the reservoir, the earthen berm which had been in contact with the water and oil sludge remained. ~~This dirt/sludge mix was trucked off site by~~ others. A different company was hired to remove the remaining petroleum residue from the northern reservoir and take that off site. Once the materials were removed from the reservoir to the satisfaction of George Bach, the concrete floors and walls were broken up and covered in the same manner as the other two reservoirs.

11. The Company also assisted in the removal of the pump house on the property. Other subcontractors removed the liquid from the pump house piping and the Company removed the pump house piping from the Property. The Company broke up the concrete of the pump house, which was below ground surface, and buried it in the same manner as the concrete in the reservoirs.

12. I visited the Property frequently during the Company's work. I never observed pools of standing petroleum on the Property, nor did I observe discolored soil on the Property, other than in the northern reservoir as described above, which soil was removed from the Property.

13. The Company performed this project in a professional, workmanlike, careful, and precise manner. The quality of the Company's work was observed by the soil engineering company who provided reports to the County as to the progress of the work. The Company performed its work on the Property in ~~compliance with all safety requirements and other applicable regulations.~~ Barclay Hollander Curci obtained all necessary permits and approvals for this project and never received any notices of violation or other citations throughout the project.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 9th day of September 2011 at Torrance, California.



Leroy H. Vollmer

INDEX OF EXHIBITS

Index of Exhibits

Kast Tank Farm - Response of Dole Food Company, Inc. to Regional Board's April 22, 2011 Water Code Section 13267 Order to Submit Technical Report

<u>EXHIBIT No.</u>	<u>DOCUMENT DESCRIPTION</u>
Exhibit 1	December 31, 1928 decree changing the name of Shell Company of California to Shell Oil Company
Exhibit 2	March 3, 1924 internal Shell letter, attaching March 1, 1924 internal Shell letter
Exhibit 3	June 4, 1923 Grant Deed of Kast Property, from Mary Kast to Shell Company of California
Exhibit 4	1925 Sanborn Map of the Kast Property
Exhibit 5	1924 Sanborn Map of the Kast Property
Exhibit 6	Plaintiffs' August 5, 2010 Second Request for Production of Documents to Defendant Shell Oil Company
Exhibit 7	April 25, 1956 internal Shell memorandum regarding the Kast Property
Exhibit 8	June 25, 1959 internal Shell memorandum regarding the Kast Property
Exhibit 9	April 18, 1960 letter from Shell to the County of Los Angeles Regional Planning Commission
Exhibit 10	April 15, 1965 letter from Shell to Robert Steele of Shattuck Company Realtors
Exhibit 11	February 18, 1964 Memorandum from A.H. Kramm of Shell to H.L. Isham and E.M. Bony
Exhibit 12	July 3, 1963 letter from Shell to Home Builders Realty
Exhibit 13	March 19, 1965 Daily Breeze Article
Exhibit 14	April 9, 1965 internal Shell communication between P.J. Merkus and E.A. Ballman
Exhibit 15	June 7, 1965 internal Shell memorandum regarding the Kast Property
Exhibit 16	1960 aerial photograph
Exhibit 17	October 14, 1965 purchase offer from Richard Barclay
Exhibit 18	October 15, 1965 internal Shell communication regarding the potential sale of the Kast Property
Exhibit 19	Addendum to Offer to Purchase dated October 20, 1965
Exhibit 20	October 25, 1965 letter from Shell to Barclay-Hollander-Curci
Exhibit 21	November 23, 1965 letter from Richard Barclay to Shell
Exhibit 22	December 1, 1965 letter from Richard Barclay to Shell
Exhibit 23	December 15, 1965 letter from Shell to Richard Barclay
Exhibit 24	December 28, 1965 letter from Richard Barclay to Shell
Exhibit 25	May 4, 1966 internal Shell communication
Exhibit 26	July 1, 1966 internal Shell memorandum
Exhibit 27	August 15, 1966 internal Shell communication
Exhibit 28	October 12, 1967 Pacific Soils Engineering, Inc. report

Exhibit 29	March 1, 1968 Pacific Soils Engineering, Inc. report
Exhibit 30	October 19, 1967 Pacific Soils Engineering, Inc. report
Exhibit 31	January 7, 1966 Pacific Soils Engineering, Inc. report
Exhibit 32	April 14, 1966 internal Shell memorandum
Exhibit 33	August 15, 1966 internal Shell memorandum
Exhibit 34	January 31, 1966 letter to Lomita Development Co. from David Dering at Pacific Soils Engineering, Inc.
Exhibit 35	August 8, 1967 Pacific Soils Engineering, Inc. report
Exhibit 36	July 31, 1967 Pacific Soils Engineering, Inc. report
Exhibit 37	October 12, 1967 Pacific Soils Engineering, Inc. report
Exhibit 38	February 2, 1966 Los Angeles County Lettergram and January 28, 1966 Plan Correction Sheet
Exhibit 39	March 9, 1966 Los Angeles County Regional Planning Commission – Subdivisions and Highways Division Report
Exhibit 40	Representative Supervised Grading Inspection Certificates for Tract 28441
Exhibit 41	January 29, 1968 Pacific Soils Engineering, Inc. report
Exhibit 42	June 11, 1968 Pacific Soils Engineering, Inc. report
Exhibit 43	Regional Planning Commission document regarding the zone change hearing for the Kast Property
Exhibit 44	August 15, 1966 internal Shell document
Exhibit 45	May 11, 1966 internal Shell communication
Exhibit 46	August 17, 1966 letter from Shell to Richard Barclay and Lomita Development
Exhibit 47	Agenda for Los Angeles County Board of Supervisors meeting on October 20, 1966
Exhibit 48	September 27, 1966 notice of public hearing before the Board of Supervisors on October 20, 1966
Exhibit 49	September 20, 1966 Regional Planning Commission resolution regarding the zoning of the Kast Property
Exhibit 50	August 26, 1966 letter from Shell to the Los Angeles County Industrial Survey Advisory Committee
Exhibit 51	October 1, 1966 grant deed conveying the Kast Property from Shell to Lomita Development
Exhibit 52	September 27, 1966 notice of public hearing before the Board of Supervisors on October 20, 1966
Exhibit 53	Petitions in favor of the re-zoning of the Kast Property
Exhibit 54	List of companies submitted as Exhibit at October 20, 1966 Board of Supervisors Meeting
Exhibit 55	October 20, 1966 letter from the Carson Chamber of Commerce to Los Angeles County Supervisor Burton W. Chace
Exhibit 56	October 24, 1966 notification letter from the Los Angeles County Board of Supervisors
Exhibit 57	Representative Supervised Grading Inspection Certificates for Tract 28564
Exhibit 58	Representative Supervised Grading Inspection Certificates for Tract 28564
Exhibit 59	Representative Supervised Grading Inspection Certificates for Tract 24836
Exhibit 60	Representative Supervised Grading Inspection Certificates for Tract 24836

Exhibit 61	Grant Deed from Lomita Development Co. to Federico and Aurora Alvarado, recorded September 28, 1967
Exhibit 62	Grant deed of real property from Lomita Development to Barclay Hollander Curci, Inc., recorded May 27, 1969
Exhibit 63	Grant Deed of real property from Barclay Hollander Curci, Inc. to Donald H. Mallonee and Jean A. Mallonee, recorded August 21, 1969
Exhibit 64	Articles of Incorporation of Barclay Hollander Curci, Inc. dated February 28, 1969 and filed March 11, 1969
Exhibit 65	April 15, 1969 Consent of Shareholder of Barclay Hollander Curci, Inc. signed by shareholder Castle & Cooke, Inc.
Exhibit 66	Agreement of Merger between Barclay Hollander Curci, Inc. and various merging corporations, dated March 31, 1969 and filed April 30, 1969
Exhibit 67	February 12, 1975 Minutes of Action Without Meeting of Stockholders of Barclay Hollander Curci, Inc.
Exhibit 68	November 21, 1981 Written Consent of Shareholder of Barclay Hollander Corporation signed by Oceanic Properties, Inc.
Exhibit 69	June 6, 1984 Written Consent of Shareholder of Barclay Hollander Corporation signed by Oceanic California, Inc.
Exhibit 70	Certificate of Amendment of Articles of Incorporation of Oceanic California, Inc., filed December 3, 1990
Exhibit 71	Certificate of Amendment of Articles of Incorporation of Castle & Cooke, California, Inc., filed December 29, 1995
Exhibit 72	July 30, 1990 Consent of Shareholder of Barclay Hollander Corporation signed by Oceanic California, Inc.
Exhibit 73	Consent of Shareholder of Barclay Hollander Corporation in lieu of Annual Meeting dated March 20, 1991
Exhibit 74	March 18, 1992 Consent of the Shareholder of Barclay Hollander Corporation signed by Castle & Cooke California, Inc.
Exhibit 75	August 1991 documents recording the changing of the name Castle & Cooke, Inc. to Dole Food Company, Inc.
Exhibit 76	December 7, 1995 Written Consent of Shareholder of Barclay Hollander Corporation in Lieu of a Meeting
Exhibit 77	August 25, 1966 letter from Richard Barclay to Shell
Exhibit 78	March 11, 1966 Pacific Soils Engineering, Inc. report
Exhibit 79	January 7, 1966 Pacific Soils Engineering, Inc. report
Exhibit 80	Certificate of Amendment of Articles of Incorporation of College Hills, Inc., filed September 30, 1968
Exhibit 81	Certificate of Amendment of Barclay-Hollander-Curci, Inc., filed March 10, 1969
<u>EXHIBIT NUMBER</u>	<u>AUTHORITIES CITED</u>
Exhibit 82	<i>3550 Stevens Creek Assocs. v. Barclays Bank of California</i> (9th Cir.1990) 915 F.2d 1355
Exhibit 83	<i>Arnold v. Browne</i> (1972) 27 Cal.App.3d 386

Exhibit 84	Assem. Bill No. 2700 (1979-1980 Reg. Sess.) § 3.
Exhibit 85	<i>Associated Vendors, Inc. v. Oakland Meat Co., Inc.</i> (1962) 210 Cal.App.2d 825
Exhibit 86	<i>California Mfrs. Assn. v. Public Utilities Com.</i> (1979) 24 Cal.3d 836
Exhibit 87	Chief Counsel William R. Attwater, letter to Robert T. Monagan, June 11, 1980
Exhibit 88	<i>City of Modesto Redevelopment Agency v. Super. Ct.</i> (2004) 119 Cal.App.4th 28
Exhibit 89	<i>Clejan v. Reisman</i> (1970) 5 Cal.App.3d 224
Exhibit 90	<i>Doney v. TRW, Inc.</i> (1995) 33 Cal.App.4th 245
Exhibit 91	<i>Eclectic Properties East, LLC v. Marcus & Millichap Co.</i> (N.D. Cal. Jan. 29, 2010) 2010 U.S. Dist. LEXIS 7381
Exhibit 92	<i>Hollywood Cleaning & Pressing Co. v. Hollywood Laundry Service, Inc.,</i> 217 Cal. 124
Exhibit 93	<i>In re Petition of Lindsay Olive Growers</i> (Cal.St.Wat.Res.Bd. 1993, Order No. WQ 93-17) 1993 WL 522521
Exhibit 94	<i>In re Petitions of County of San Diego et al.</i> (Cal.St.Wat.Res.Bd. 1996, Order No. WQ 96-2) 1996 WL 101751
Exhibit 95	<i>In re Spitzer</i> (Cal.St. Wat.Res.Bd. 1989, Order No. WQ 89-8) 1989 Cal. ENV. LEXIS 11
Exhibit 96	<i>In re Zoecon Corp.</i> (Cal. St. Wat. Res. Bd. 1986, Order No. WQ 86-2) 1986 Cal. ENV LEXIS 4
Exhibit 97	<i>INS v. St. Cyr,</i> (2001) 533 U.S. 320-321
Exhibit 98	<i>Inst. of Veterinary Pathology, Inc. v. Cal. Health Labs., Inc.</i> (1981) 116 Cal.App.3d 111
Exhibit 99	<i>Jackson v. Balanced Health Products</i> (N.D. Cal. June 10, 2009) 2009 U.S. Dist. LEXIS 48848
Exhibit 100	<i>Las Palmas Associates v. Las Palmas Center Associates</i> (1991) 235 Cal.App.3d 1220
Exhibit 101	<i>Leek v. Cooper</i> (2011) 194 Cal.App.4th 399
Exhibit 102	<i>Lindh v. Murphy,</i> (1997) 521 U.S. 320
Exhibit 103	<i>Mesler v. Bragg Management Co.</i> (1985) 39 Cal.3d 290
Exhibit 104	<i>Myers v. Phillip Morris Companies, Inc.,</i> (2002) 28 Cal. 4th 828
Exhibit 105	<i>Neilson v. Union Bank of Cal., N.A.</i> (C.D. Cal. 2003) 290 F.Supp.2d 1101
Exhibit 106	<i>Northern Natural Gas Co. of Omaha v. Super. Ct.</i> (1991) 64 Cal.App.3d 983
Exhibit 107	<i>Redevelopment Agency of the City of Stockton v. BNSF Railway Co.,</i>

	(9th Cir. 2011) 643 F.3d 668
Exhibit 108	<i>Reinhard v. Lawrence Warehouse Co.</i> (1940) 41 Cal.App.2d 741
Exhibit 109	<i>Reynolds Metals Co. v. Alperson</i> (1979) 25 Cal.3d 124
Exhibit 110	Robert T. Monagan, letter to Assemblyman Leo T. McCarthy, June 4, 1980
Exhibit 111	<i>U.S. Fire Ins. Co. v. Nat. Union Fire Ins. Co. of Pittsburgh</i> (1980) 107 Cal.App.3d 456
Exhibit 112	<i>Wilshire Westwood Associates v. Atlantic Richfield Corp.</i> (9th Cir. 1989) 881 F.2d 801
Exhibit 113	<i>Woods v. Young</i> (1991) 53 Cal.3d 315

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EXHIBITS

No. ~~1177~~

Dept. No.

SUPERIOR COURT
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

In the Matter of the Application of

SHELL COMPANY OF CALIFORNIA
(a corporation)

for Change of Name.

Shell Oil Corp. Posted

DECREE CHANGING NAME
FILED

in the office of the Secretary of State
OF THE STATE OF CALIFORNIA

DEC 31 1928

FRANK C. JORDAN
SECRETARY OF STATE

By *Robert Jordan*
DEPUTY

COPY

McCUTCHEM, OLNEY, MANNON & GREENE

Attorneys for Petitioner

Wells Building

SAN FRANCISCO, CALIFORNIA



1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE
2 CITY AND COUNTY OF SAN FRANCISCO.

3
4
5 In the Matter of the Application of
6 SHELL COMPANY OF CALIFORNIA,
7 for Change of Name.

No. 201322

Dept. No. 14

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9
10 DECREE CHANGING NAME

11 The petition and application of Shell Company of
12 California, a corporation, for change of name, was filed with
13 the above entitled court on the 8th day of November, 1928,
14 and thereafter on the 8th day of November, 1928, on the
15 motion of Messrs. McCutchen, Olney, Mannon & Greene, attorneys
16 for the said petitioner, the above entitled court made its order
17 directing all persons interested in the above matter to appear
18 before Department No. 14 thereof on the 12th day of December
19 1928, at 10 o'clock A.M., of said day or as soon there-
20 after as the above entitled matter could be heard, then and
21 there to show cause, if any they have, why the said application
22 should not be granted.

23 Thereafter on the 12th day of December, 1928, in
24 pursuance of the said order to show cause, the said petition
25 came on regularly for hearing before the above entitled court
26 in Department No. 14, Honorable WALTER PERRY JOHNSON
27 Judge thereof presiding, and proof was made to the satisfaction
28 of the court of the publication, as required by law, of a copy
29 of the said order to show cause, and evidence was introduced
30 in support of the said petition and application and no one ap-
peared in opposition thereto.

1 Wherefore) above entitled court now finds:

2 (1) That a copy of the said order to show cause was
3 published for four (4) successive weeks, to-wit, from the 9th
4 day of November, 1928, to the 7th day of December, 1928, both
5 inclusive, in THE RECORDER, a newspaper of general circulation,
6 printed and published in the City and County of San Francisco,
7 State of California, designated in the said order as the news-
8 paper in which the said order should be published, and a duly
9 executed affidavit of the said publication was filed with the
10 said court on the hearing of the application made in the said
11 petition.

12 (2) That the petitioner, Shell Company of California,
13 was on the date of the filing of the said petition, is now,
14 and at all the times herein mentioned has been, a corporation
15 duly organized and existing under and by virtue of the laws of
16 the State of California, with its office and principal place
17 of business at No. 200 Bush Street, in the City and County of
18 San Francisco, State of California.

19 (3) That the articles of incorporation of petitioner
20 were originally filed in the office of the clerk of the City and
21 County of San Francisco, State of California, and that property,
22 both real and personal, owned by petitioner is situated in the
23 said City and County.

24 (4) That the date of formation of petitioner as a
25 corporation was the 30th day of July, 1915, and that the present
26 name of petitioner is Shell Company of California.

27 (5) That the name proposed for petitioner is SHELL
28 OIL COMPANY.

29 (6) That petitioner is engaged in the production, man-
30 ufacture and distribution of petroleum products and by-products

1 and is popular y known and designated by th public at large
2 and its customers as Shell Oil Company, and that the proposed
3 name Shell Oil Company will more accurately identify petitioner
4 with the public at large and its customers than does the name
5 Shell Company of California.

6 (7) That the names of the directors of the petition-
7 er are as follows:

8 G. Leigh-Jones
9 H. R. Gallagher
10 John Lander
11 D. Fysel
12 J. C. Van Bok
13 Richard Airay
14 Fred W. Allen
15 Samuel F. Fryer
16 W. S. McCallie.

17 That a majority of said directors signed the said petition
18 filed as aforesaid by petitioner with the above entitled court;
19 and that the signatures of the said directors on the said
20 petition are the genuine signatures of such persons.

21 (8) That petitioner filed in the above entitled
22 action at the time of the hearing of the application made by
23 the said petition the certificate of the Secretary of State
24 of the State of California that the name Shell Oil Company,
25 desired to be used by petitioner, is not the corporate name
26 of any corporation existing at this time and that the name
27 Shell Oil Company does not so closely resemble the name of
28 any corporation existing at this time as will tend to deceive.

1 The above entitled court now asks its order,
2 judgment and decree as follows:

3 I.

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the
5 name of petitioner, Shell Company of California, be and it
6 hereby is changed to SHELL OIL COMPANY; and

7 II.

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that a
9 certified copy of this decree be filed in the office of the
10 Secretary of State of the State of California, within thirty
11 (30) days from the date hereof.

12 Done in open court this 12th day of December,
13 1928.

14
15
16 WALTER PERRY JOHNSON

17 Judge of the Superior Court
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22

23 ENDORSED
24 FILED

25 DEC 31 1928

26 H. I. MCGREY, Clerk

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Deputy Clerk

County Clerk—Judgment Dept. F. No. 24

STATE OF CALIFORNIA }
City and County of San Francisco } ss.

H. I. Mulcrevy

I, _____, County Clerk of the City and County of San Francisco, State of California, and ex-officio Clerk of the Superior Court thereof, do hereby certify that the foregoing is a full, true and correct copy of the original Decree

filed in my office on the 31st day of DECEMBER 1928, and that

the same was entered of record on the 31st day of DECEMBER 1928,

in Book 288 of Judgments at Page 463

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Superior Court this 31st day of DECEMBER 1928

By H. I. Mulcrevy Clerk
[Signature] Deputy Clerk

RECEIVED
 LAND DEPT
 MAR 3-1924
 (Noted)
 Ans. by
 Date

March 2, 1924.

SAN FRANCISCO OFFICE:

ATT. MR. STARK

Gentlemen:

RE: EAST PROPERTY

By letter dated the 14th February, you asked us whether or not there were any improvements on the East property purchased by us for reservoir purposes. We have had some difficulty in obtaining this information but are now advised that at the time we acquired this land there were various fruit and other trees thereon, and the following structures:

1 House (about 20 x 20)	\$400.00
1 Windmill and Tank	100.00
1 12 x 12 Shed	30.00
2 40 x 60 Shed Barns	500.00
1 14 x 14 Shed	40.00
1 25 x 40 Shed	150.00

For your information, we attach copy of letter of the 1st March from the Wilmington Office relative thereto.

Very truly yours,

SHELL COMPANY OF CALIFORNIA.

ABB:GM
 Encl.

SOC 120629

DRES 0007



SHELL COMPANY

OF CALIFORNIA

IN REPLY REFER TO

WILMINGTON, CALIF.

March 1, 1924.

Shell Company of California,
Higgins Bldg.,
Los Angeles, Calif.



ATTENTION: Mr. A. R. Bradley.

Gentlemen:

In reply to your letter of February 28th in regard to the improvements on the Kast property:

All trees were cut down and given away to those who cared to remove them at their own expense.

The estimated values of the buildings which were on the property when the purchase was made are as follows:

1 House (about 30 x 30).	\$400.00
1 Windmill and Tank.	100.00
1 12 x 12 Shed.	50.00
2 40 x 60 Shed Barns,	500.00
1 14 x 14 Shed,	40.00
1 35 x 40 Shed,	150.00

To save the cost of wrecking and moving the house and windmill, these were sold as they stood for \$250.00.

The 35 x 40 shed, the 14 x 14 shed and the 2 40 x 60 shed barns were wrecked and the lumber was used on construction work.

The 12 x 12 shed was moved to the southwest corner of the Pump House site and used for a construction office. It is the only building of the original structures which remains on the property.

Yours very truly,

SHELL COMPANY OF CALIFORNIA.

ONV/f

SOC 120630

DRES 0008

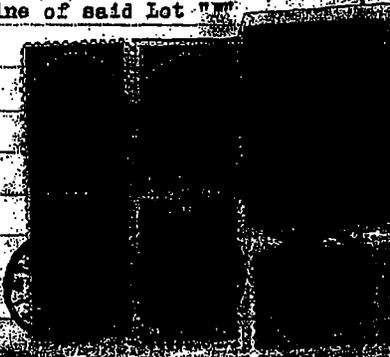
Certified Copy to Louis ...

Grant Deed

29

in consideration of T E N DOLLARS
to him in hand paid, receipt of which is hereby acknowledged, do he hereby
Grant to SHELL COMPANY of CALIFORNIA, a corporation.

the real property in the
County of Los Angeles, State of California, described as
Lot "B" of the German Settlement, Los Angeles County,
as per map recorded in Book 11, Page 121 of Maps
in the office of the County Recorder of said County,
excepting therefrom one-half acre, in the form of
a parallelogram, lying north of and adjoining Block
"F" of said tract, the easterly line of said one-half
($\frac{1}{2}$) acre being the easterly line of said Lot "B"
produced northerly.



to have and to hold to said grantee its/ heirs or assigns forever.

Witness my hand this 4th day of June 1922

Henry ...
By *[Signature]*
Attorney-in-fact.



STATE OF CALIFORNIA)
 : ss
COUNTY OF LOS ANGELES)

On this 4th day of June, A. D. 1923, before me,
W. Hile, a Notary Public in and for the said
County and State, residing therein, duly commissioned and sworn,
personally appeared W. C. Kast, known to me to be the person
whose name is subscribed to the within Instrument, as the Attorney-
in-fact of MARY KAST, and acknowledged to me that he subscribed the
name of MARY KAST thereto as principal and his own name as
Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year in this Certificate first
above written.

W. Hile
Notary Public in and for said County
and State.

3010

State of California ss.
County of Los Angeles

On this _____ day of _____, 19__ before me

_____ a Notary Public in and for said

County, personally appeared _____

known to me to be the person whose name _____ subscribed to the foregoing instrument and acknowledged that he executed the same.

Witness my hand and Official Seal.

Notary Public in and for the County of Los Angeles, State of California.

Grant Deed
INDIVIDUAL

WARE, KAST

TO

SHELL COMPANY OF CALIFORNIA,
a CORPORATION.

Dated June 4, 1953

**Title Insurance and
Trust Company**
The Standard Building
Los Angeles, California

Order No. 1776144

When recorded please mail this deed to

See in Vol 136

COMPARE

Document - BENTZ

Book -

RECORDED AT REQUEST OF

JUN 18 1953 11:00 A.M.

in Book 2439 PAGE 129

Records, Los Angeles County

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3011

DRES 0011

SOC 00003

Certified copies to London & Hague 7-13-23

Corporation Quit Claim Deed

30

The SECURITY TRUST & SAVINGS BANK, a corporation
a corporation organized under the laws of the State of California, and having its principal place of
business at Los Angeles, California, the party of the first part,
in consideration of T E N DOLLARS,
does hereby remise, release and quit claim to SHELL COMPANY of CALIFORNIA a
corporation,

of _____
_____ the part Y of the second part.

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

Lot "B" of the German Settlement, Los Angeles County,
as per map recorded in Book 11, Page 121 of Maps, in
the office of the County Recorder of said County, ex-
cepting therefrom one-half acre in the form of a parallelo-
gram, lying north of and adjoining Block "F" of said Tract,
the easterly line of said one-half ($\frac{1}{2}$) acre being the
easterly line of said Lot "F" produced northerly.

_____ SUCCESSORS
To Have and to Hold to the said grantee, its ~~and~~ or assigns forever.

In pursuance of a resolution passed by the Board of Directors of said corporation at a legal
meeting thereof duly convened and held on the 4th day of June, 1923,
the said SECURITY TRUST & SAVINGS BANK
has hereunto caused its corporate name and seal to be affixed by its Vice President and
Assistant Secretary thereunto duly authorized this 4th day of June, 1923.

SECURITY TRUST & SAVINGS BANK
By J. C. [Signature] Vice-President
By W. [Signature] Asst. Secretary

DRES 0012

State of California }
County of Los Angeles } ss.

On this 4th day of June 1928, before me,

M. HILE, a Notary Public in and for said

County, personally appeared J. E. Hatch

known to me to be the Vice President, and W. N. WINDES,

known to me to be the Asst. Secretary of the SECURITY TRUST & SAVINGS BANK,

the corporation that executed the within and foregoing instrument and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal the day and year in this Certificate first above written.

M. Hile
Notary Public in and for the County of Los Angeles, State of California.

Corporation
Quit Claim Deed

SECURITY TRUST & SAVINGS

BANK

TO

SHELL COMPANY OF CALIFORNIA

Dated June 1928

Title Insurance and
Trust Company
TITLE INSURANCE BUILDING
Los Angeles, California

Order No. 3013

When recorded, please mail this deed to

STAMPED
BLAKE

WINDMILL CUMVADUS

RECORDED AT REQUEST OF

Title Insurance & Tr. Co.

JUN 15 1928 at 9:00 A. M.

In Book 2116 Page 186

of 0111 of

Records, Los Angeles County, Cal.

C. S. Ogden, County Recorder

I certify that I have correctly transcribed this document in above mentioned book.

County of Los Angeles, California
County Recorder's Office, L. A. 627 1/2

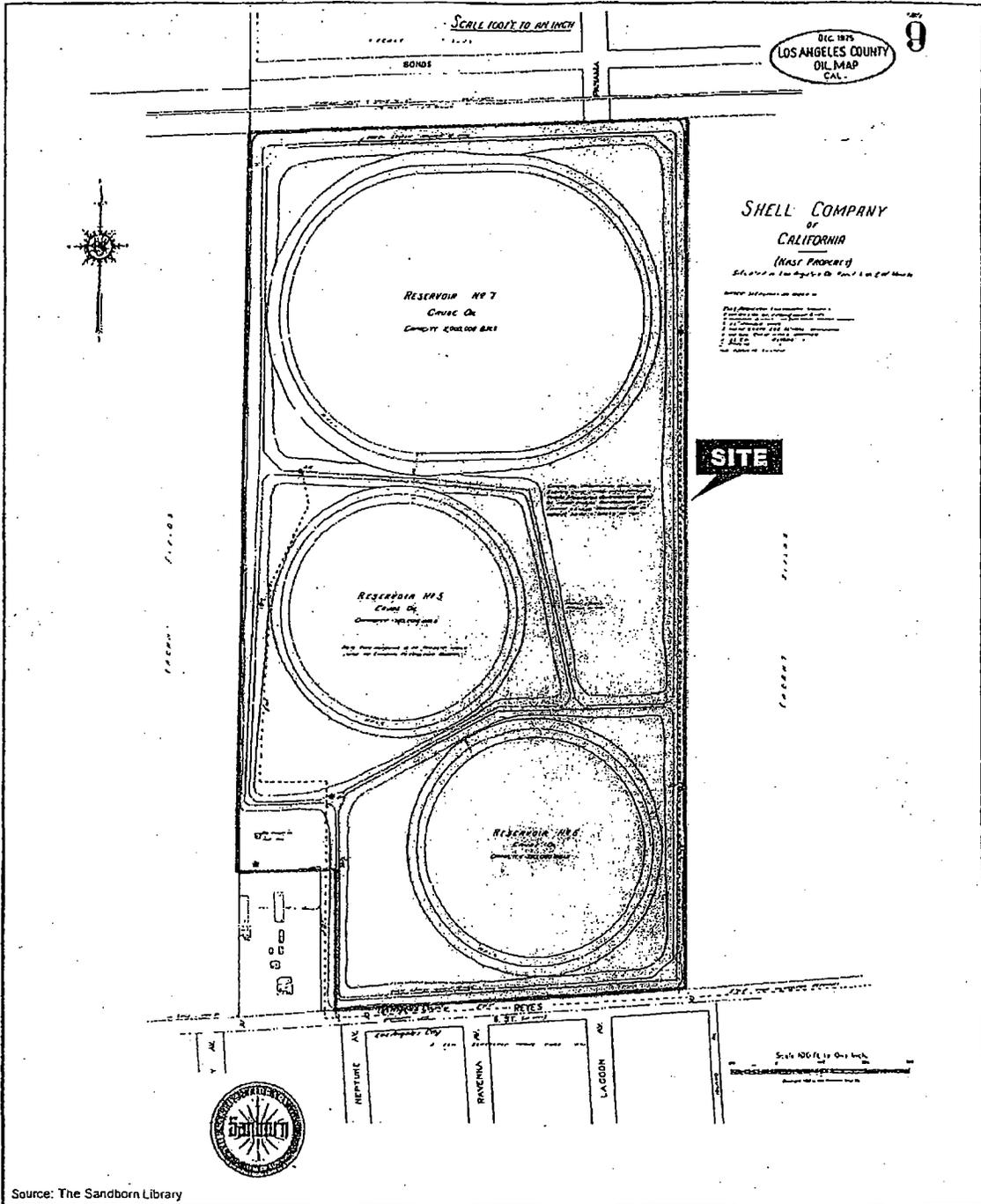
[Signature]

#90

3013

DRES 0013

SOC 00005



K:\2008\KAST\Figure 3 Hist Sandborn-25.ai

Historical SANDFORN MAP - 1925			
Project No.: 49194314	Date: JUNE 2008	Project: Former KAST Property	Figure 3

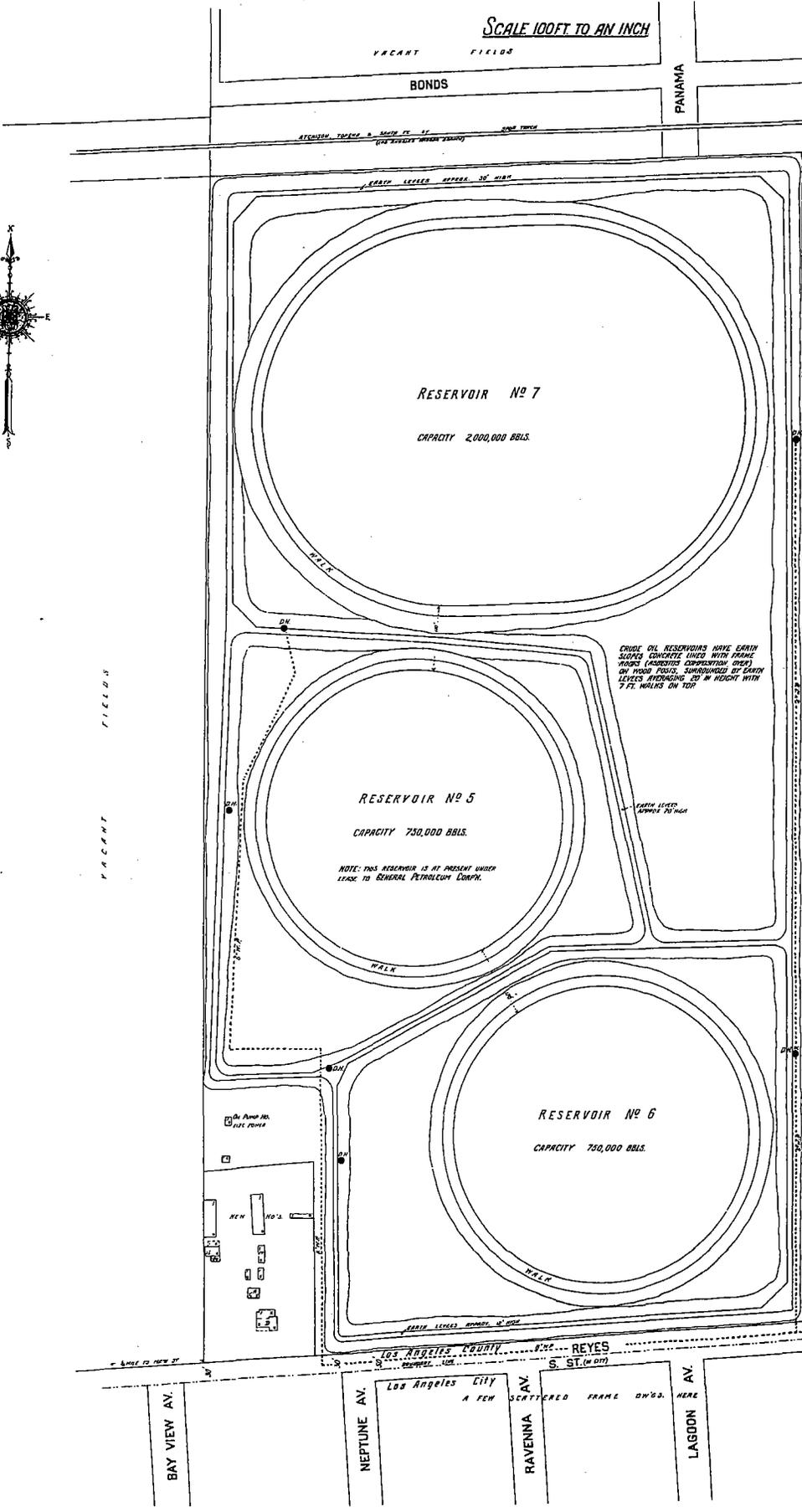
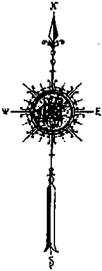
URS

COLA 000001

DRES 0014

SCALE 100 FT. TO AN INCH

AUG. 1924
LOS ANGELES COUNTY
OIL MAP
CAL.



SHELL COMPANY
OF
CALIFORNIA
(KAST PROPERTY)

Situated in Los Angeles County about 1/2 Mile E. of Main St.

- NOTICE: SEE REPORT ON SHEET 10.
- 1. THIS PROPERTY IS BOUNDARY BY SEC. 8, 1862 SURV.
 - 2. CHECKED BLOCKS: 10 STRUCKS - IMPROV. BARRIS.
 - 3. 1/2" IRON PIPE.
 - 4. 1/2" IRON PIPE.
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CRUDE OIL RESERVOIRS HAVE EARTH
SUCKER CONCRETE LINER WITH FRANGE
WELDS (ASBESTOS EXPOSURE OVER
ON TOP OF PIPE). SURROUNDING BY EARTH
LEVELS AVERAGE 20' IN HEIGHT WITH
7 FT. WALLS ON TOP.

NOTE: THIS RESERVOIR IS AT PRESENT UNDER
LEASE TO GENERAL PETROLEUM CORP.



1 **GIRARDI | KEESE**
2 THOMAS V. GIRARDI, SBN 36603
3 tgirardi@girardikeese.com
4 ROBERT W. FINNERTY, SBN 119775
5 rfinnerty@girardikeese.com
6 CHRISTOPHER T. AUMAIS, SBN 249901
7 caumais@girardikeese.com
8 1126 Wilshire Boulevard
9 Los Angeles, California 90017
10 ♦ Telephone: (213) 977-0211 ♦ Facsimile: (213) 481-1554

11 Attorneys for Plaintiffs

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF LOS ANGELES, CENTRAL CIVIL WEST**

14 ADELINO ACOSTA, an individual; et al.) LEAD CASE NO. NC053643
15 Plaintiffs,) [Related to Case Nos. NC053684, NC053766, BC433657,
16) BC433656, BC433429, and BC433430]

17 v.)
18) *Assigned to the Honorable William F.*
19) *Highberger, Dept. 307*

20 SHELL OIL COMPANY, doing business as)
21 SHELL OIL PRODUCTS US, a Delaware)
22 Limited Liability Company, OCEANIC) **PLAINTIFFS' REQUEST FOR**
23 PROPERTIES INC, a Hawaii Corporation;) **PRODUCTION OF DOCUMENTS TO**
24 BARCLAY HOLLANDER) **DEFENDANT SHELL OIL COMPANY-**
25 CORPORATION, a California Corporation;) **SET NO. TWO**

26 CASTLE & COOKE CALIFORNIA, INC. a)
27 California Corporation; CASTLE & COOKE) *[Limited to thirty-five (35) per stipulation and*
28 CALIFORNIA, INC. a California Corporation) *order]*
29 CASTLE & COOKE, INC. a Hawaii)
30 Corporation, DOLE FOOD COMPANY,)
31 INC. and Does 1 through 1000, inclusive,)

32 Defendants.)

33 AND ALL RELATED MATTERS)

34 **PROPOUNDING PARTIES: PLAINTIFFS ADELINO ACOSTA et als.**

35 **RESPONDING PARTY: DEFENDANT SHELL OIL COMPANY d.b.a. SHELL OIL**
36 **PRODUCTS US**

37 **SET NUMBER: TWO**

1 TO DEFENDANT SHELL OIL COMPANY AND ITS COUNSEL OF RECORD

2 **HEREIN:**

3 This DEMAND is hereby made pursuant to the provision of *California Code of Civil*
4 *Procedure Section 2031.010 et. seq.* including Section 2031.020(b), that the party to whom this
5 demand is directed separately and completely produce and permit inspection, copying and
6 photographing at the offices of GIRARDI & KEESE 1126 Wilshire Blvd., Los Angeles, California
7 within 30 days of service of this demand, each of the documents, writings, materials, and tangible
8 items specifically demanded and/or identified in Exhibit "A" attached hereto and incorporated herein
9 by reference.

10 As an alternative to the production of the original documents demanded above, the party to
11 whom this demand is directed, may produce true and complete copies of same on or before the above
12 mentioned date at the above described location.

13 In addition, demand is hereby made that the party to whom this demand is directed separately
14 and completely identify and list in the separate written response required by California Code of Civil
15 Procedure 2031.210, all documents, materials and items of each category specified in this demand
16 which will be produced. Each such item to be produced should be identified with reasonable
17 particularity. Said written response is required to list each item, identifying same by the
18 corresponding number and letter on Plaintiff's Exhibit "A" attached hereto, which will be produced
19 pursuant to this demand. Each party upon whom this demand is served, must serve their written
20 responses under oath by such party(s), within 90 days after the service of the inspection demand
21 pursuant to the provisions of California Code of Civil Procedure Section 2031.260 and stipulation
22 between counsel.

23 This demand is made in accordance with the provisions of the California Code of Civil
24 Procedure Section 2031 et. seq. and upon the ground that the documents and items demanded herein
25 Exhibit "A" are currently in the possession, custody, or control of the party served with this demand,
26 are not privileged, are relevant to the subject matter of this action, and are reasonably calculated to
27 lead to the discovery of admissible evidence.

1 With respect to any pictures, photographs, and similar items demanded, photocopying and
2 similar types of reproduction will not be deemed in compliance with this inspection. An exact
3 reproduction (print) or negative is required. If the negative is sent, it will be returned after copies are
4 made.

5 EXHIBIT "A"

6 DEFINITIONS

7 As used throughout this request, unless the context in which the term is used clearly
8 indicates otherwise, each of the following terms and phrases shall have the meaning set forth
9 below.

10 1. The term "PERSON" or "PERSONS" shall mean and refer to any individual,
11 corporation, association, partnership, joint venture or other legal entity.

12 2. As used herein, the words "YOU" and "YOUR" shall mean and refer to SHELL
13 OIL COMPANY doing business as SHELL OIL PRODUCTS US and/or EQUILON
14 ENTERPRISES L.L.C., its agents, attorneys and their agents, employees, representatives and
15 investigators.

16 3. The term "DOCUMENT" and/or "DOCUMENTS" shall mean and refer to all
17 writings as defined in California Evidence Code § 250, however produced or reproduced,
18 including the original (or any copies when originals are not available) and any other non-identical
19 copies (whether different from the originals because of notes made on such copies, or because of
20 indications that said copies were sent to different individuals than the original, or because of any
21 other reason), including but not limited to any notes, memoranda, charges, complaints, claims,
22 complaints, filings with any court, tribunal, or governmental agency, affidavits, statements,
23 papers, files, forms, data, tapes, printouts, letters, books, reports, summaries, policies, procedures,
24 manuals, handbooks, minutes, corporate minutes, ledgers, offers, logs, certificates,
25 communications, written or recorded, contracts, agreements, telegrams, records, correspondence,
26 diaries, calendars, recordings and transcripts of recordings, sound recordings, mechanical or
27 electronic recording, blueprints, flow sheets, calendar or diary entries, computer programs and
28 application, electronic and magnetic data, analog and digital data, and information retrievable

1 from computers, photographs, video tapes, diagrams, drawings, microfilms, invoices, bills,
2 receipts, requests or any other writing, however produced or reproduced, and further includes,
3 without limitation, originals, all file or other copies no matter how prepared, and all drafts and
4 preliminary sketches and renderings prepared in connection with such DOCUMENTS, whether
5 used or not, within the possession, custody or control of YOUR agents, attorneys or any other
6 person(s) acting or purporting to act on YOUR behalf, excepting only those DOCUMENTS which
7 are privileged or otherwise protected from discovery, as to which the claim of privilege or
8 protection is specifically stated by written notice to propounding party.

9 4. The words “AND” as well as “OR” shall be construed both disjunctively and
10 conjunctively, AND plural words shall include their singular, AND vice versa, to bring within the
11 scope of these interrogatories and these definitions any information that might otherwise be
12 construed to be outside their scope.

13 5. The words “IDENTIFY,” “IDENTITY,” or “IDENTIFICATION” mean to state
14 the official name or designation, address and telephone number of EACH such PERSON. When
15 either “IDENTIFY” or “IDENTIFICATION” is used with respect to a fact or a DOCUMENT,
16 state all facts or DOCUMENTS that support the contention referenced as well as EACH PERSON
17 who has knowledge of those facts or DOCUMENTS.

18 6. The words “IDENTIFY”, or “STATE THE IDENTITY” when referring to a
19 contract shall mean to state (1) the identity of all persons who were parties to the contract, (2) the
20 identity of each individual who administered or supervised the performance of the contract for
21 each party to the contract, (3) the date the contract was entered into and completed, (4) the subject
22 matter of the contract, (5) a brief description of the site and the site’s location that are the subject
23 of the contract and (6) whether the contract was written or oral and (7) if written, the identity of
24 all documents that embody the terms of the contract.

25 7. The phrase “REFER OR RELATE” and “REFERRING OR RELATING TO”
26 when used with reference to any particular subject matter means to embody, pertain to, consist,
27 constitute, contain, reflect, IDENTIFY, state, REFER OR RELATE TO, deal with, compromise,
28 discuss, summarize, describe or be in any way pertinent to that subject matter.

1 8. The words “**CONTEND,**” “**CONTENDED,**” or “**CONTENTION**” when used
2 with reference to YOU include any assertion, consideration OR belief as to the subject matter of
3 the interrogatory on YOUR part.

4 9. The word “**EACH**” means “each and every.”

5 10. The word “**STATE**” means to STATE all facts that support the referenced
6 **CONTENTION** as well as IDENTIFY all PERSONS who have knowledge of those facts.

7 11. The term “**INCLUDING**” means “including but not limited to.”

8 12. The term “**COMMUNICATION**” or “**COMMUNICATIONS**” means any contact
9 or transfer of information between any two persons or entities, whether written, oral or electronic
10 and whether direct or through one of more animate or inanimate agents.

11 13. The term “**ALL**” means any and all.

12 14. The term “**THE COMPLAINT**” means the Complaint for Damages filed in the
13 above-captioned case.

14 15. As used herein, the term “**SITE**” shall mean and refer to the SITE as the term is
15 used and defined in the Complaint, and in particular the land located in and around the City of
16 Carson between what is now Panama Street to the east, Marbella Street to the west, Lomita Street
17 to the south and 244th Street to the north.

18 16. As used herein, the term “**OIL TANK FARM**” shall mean and refer to the OIL
19 TANK FARM as the term is used and defined in the Complaint, and in particular the three oil
20 tanks located at or under the SITE.

21 17. As used herein, the term “**CAROUSEL HOUSING TRACT**” shall mean and refer
22 to the CAROUSEL HOUSING TRACT as the term is used and defined in the Complaint, and in
23 particular the housing tract developed by certain developers where approximately 275 homes were
24 built.

25 18. As used herein, the term “**PETROLEUM PRODUCT**” means and refers to: (i)
26 petroleum fuel of any grade, including unleaded gasoline, leaded gasoline, premium gasoline, jet
27 fuel or diesel fuel; (ii) motor oil of any grade; (iii) crude oil including any fraction or derivative of
28 crude oil; and (iv) waste oil.

1 19. As used herein, the term **"OIL TANK BOTTOM WASTE"** means and refers to
2 any material or substance present in, around or beneath the tanks of the **OIL TANK FARM** when
3 the **SITE** was being developed for other purposes from approximately 1960 to 1968. This
4 material also includes the tanks themselves.

5 20. As used herein, the term **"PIPELINE"** refers to any above-ground or underground
6 pipes used for transporting **PETROLEUM**, including all associated pumps, fittings, valves and
7 manifolds.

8 21. As used herein, the term **"RELEASE"** means spill, leak, discharge, dispose, emit or
9 permeation of any substances, materials, or wastes to escape or enter into the environment.

10 22. As used herein, the term **"ENVIRONMENT"** means atmosphere, surface or
11 groundwater, soils, strata, subsurface soils or sediments.

12 23. As used herein, the terms **"SAMPLING DATA"** or **"TEST RESULTS"** means
13 and includes any and all measurements, readings, observations, determinations, or confirmations,
14 as to any characteristics or constituents of any liquid, solid or other physical object.

15 24. As used herein, the term **"SUBSTANCE"** or **"SUBSTANCES"** means any solid,
16 liquid, or semisolid or other discarded material resulting from industrial, commercial, medical,
17 mining, or agricultural operation, whether organic or inorganic in nature, including but not limited
18 to all "volatile organic compounds (VOC)" "organic solvents, inorganic solvents, hydrocarbons,
19 poly or tetra chlorinated substances, "hazardous waste," "hazardous chemical," "radioactive waste
20 or isotopes," "municipal or industrial solid waste," "heavy metals," "toxic chemical," or "toxic
21 substance" as those terms are defined by either State and/or federal law or regulation.

22 25. As used herein, the term **"ENVIRONMENTAL AGENCY"** shall mean the
23 California Department of Toxic Substances Control (DTSC), the Regional Water Quality Control
24 Board (RWQCB), California Environmental Protection Agency ("CAEPA"), United States
25 Environmental Protection Agency ("USEPA"), and/or any other federal, state, county or city
26 health department, pollution control department or other agency, and any individual thereof,
27 charged with compliance, enforcement, or monitoring of environmental laws whether federal,
28 state or local.

1 **INSTRUCTIONS**

2 Plaintiffs demand the documents specified herein:

- 3 1. That **YOU** produce **ALL** documents in **YOUR** possession or under **YOUR** control,
4 as well as **ALL** documents in the possession, custody, or control of **YOUR** agents,
5 representatives, attorneys, investigators, consultants, independent contractors,
6 experts, representatives, attorneys, investigators, consultants, independent
7 contractors, experts, or spouse.
- 8 2. That **YOU** produce each and every copy where such copy contains any commentary
9 or notation that does not appear on the original.
- 10 3. That **YOU** produce **ALL** prior drafts, as well as the final version of **ALL**
11 documents.
- 12 4. That **YOU** produce, where possible, originals of the documents requested, whether
13 signed or unsigned, for inspection and copying.
- 14 5. If **YOU** claim that the attorney/client privilege, or any other privilege, is applicable to
15 any **DOCUMENT**, that **DOCUMENT** need not be produced but **YOU** shall with
16 respect to that **DOCUMENT**:
- 17 (a) State the date of the **DOCUMENT**;
- 18 (b) Identify each and every author of the **DOCUMENT**;
- 19 (c) Identify each and every other **PERSON** who prepared or participated in the
20 preparation of the **DOCUMENT**;
- 21 (d) Identify each and every **PERSON** who received the **DOCUMENT**;
- 22 (e) Identify each and every **PERSON** from whom the **DOCUMENT** was received;
- 23 (f) State the present location of the **DOCUMENT** and all copies thereof;
- 24 (g) Identify each and every **PERSON** having custody or control of the
25 **DOCUMENT** and all copies thereof; and
- 26 (h) Provide sufficient further information concerning the **DOCUMENT** to explain
27 the claim of privilege and to permit the adjudication of the propriety of the
28 claim.

1 Wilmington Ave, Carson, CA between 1920 through 1968. This includes, but it not limited to
2 ALL COMMUNICATIONS, fines, warnings, investigations, citations and/or admonitions.

3 **REQUEST NO. 68**

4 Any and ALL DOCUMENTS REFERRING OR RELATING TO the management of the
5 OIL TANK FARM during its operational history from approximately 1922 through 1968.

6 **REQUEST NO. 69**

7 Any and ALL DOCUMENTS concerning the abandonment of operations at the OIL
8 TANK FARM at any point between 1922 and 1968, including but not limited to, any policies,
9 procedures, protocols, reports, and testing concerning the abandonment and/or extraction of any
10 facility or structure at the SITE.

11 **REQUEST NO. 70**

12 ALL DOCUMENTS that pertain, in whole or in part, to any policies, procedures,
13 recommendations, recommended practices, and/or recommended procedures, to be followed by
14 YOUR employees in the operation, maintenance, inspection, and monitoring of the OIL TANK
15 FARM.

16 **REQUEST NO. 71**

17 Any and ALL DOCUMENTS REFERRING OR RELATING TO the maintenance of the
18 OIL TANK FARM during its operational history.

19 **REQUEST NO. 72**

20 ALL DOCUMENTS concerning the instillation, inspection, maintenance, and operation of
21 any and ALL pipelines owned by YOU under or in the vicinity of the SITE between
22 approximately 1922 and 1968. This includes but not limited to any and ALL pipelines at, beneath
23 or near the Southern Pacific Railroad Corridor, E, the Lomita Boulevard Corridor, the Main Street
24 Pipeline Corridor; and any pipeline easement located at, beneath or surrounding the SITE (this
25 includes, but is not limited to any pipeline easement located at, between or near Carmel Drive and
26 Marbella Avenue).

1 **REQUEST NO. 73**

2 ALL DOCUMENTS which relate, in whole or in part, to ALL correspondence among or
3 between YOU and any developer of the CAROUSEL HOUSING TRACT.

4 **REQUEST NO. 74**

5 ALL DOCUMENTS which pertain in any way to the remediation of any oil, gas,
6 PETROLEUM PRODUCT, OIL TANK BOTTOM WASTE or any other substances from the
7 SITE from approximately 1960 through 1969.

8 **REQUEST NO. 75**

9 ALL DOCUMENTS, including, but not limited, to, manuals, books, booklets, videotapes,
10 training materials, and brochures, that deal with the environmental policies and procedures which
11 YOUR company has expected its officers, employees and contractors to follow for the protection
12 of the environment and natural resources on the SITE from approximately 1922 through 1968.

13 **REQUEST NO. 76**

14 ALL DOCUMENTS which relate, in whole or in part, to inspections, repairs and
15 maintenance of each pipeline that YOU owned or operated on the SITE between approximately
16 1922 and 1968.

17 **REQUEST NO. 77**

18 ALL agreements or contracts that deal, in whole or in part, with the transportation and/or
19 disposal of hazardous wastes or any other material or substance from the SITE between
20 approximately 1921 and 1968, as the term "hazardous waste" has been classified and defined by
21 the U.S. Environmental Protection Agency.

22 **REQUEST NO. 78**

23 ALL agreements or contracts that deal, in whole or in part, with the transportation and
24 hauling of hazardous wastes or any other material or substance from the SITE between
25 approximately 1922 and 1968, as the term "hazardous waste" has been defined and classified by
26 the U.S. Environmental Protection Agency.
27
28

1 **REQUEST NO. 79**

2 ALL DOCUMENTS that relate to ALL remediation plans, procedures, protocols, or
3 guidelines REFERRING OR RELATING to the protection of the environment from any pollution
4 or release of substances during YOUR operations at the SITE between approximately 1922 and
5 1968.

6 **REQUEST NO. 80**

7 ALL DOCUMENTS which relate to ALL spills, leaks, or other releases into the
8 environment (i.e., crude oil, waste, produced water, oil tank bottoms, CO2, chemical spills,
9 pipeline breaks) that have occurred on, near, or beneath the SITE from approximately 1922
10 through 1968.

11 **REQUEST NO. 81**

12 ALL DOCUMENTS that REFER OR RELATE, in whole or in part, to ALL environmental
13 protection procedures, guidelines, contingency plans, and/or remediation plans, documented by
14 whatever name, that deal with the clean-up, transportation, and/or disposal of hazardous waste,
15 hazardous constituents, hazardous substances, extremely hazardous waste, oil tank bottoms, CO2,
16 or waste, or toxic substances (as those terms are defined by State and/or Federal statute) that YOU
17 utilized on the SITE between approximately 1922 through 1968.

18 **REQUEST NO. 82**

19 ALL DOCUMENTS which pertain, in whole or in part, to any clean-up, remediation,
20 vacuuming, or any other operations that occurred between approximately 1922 through 1968,
21 conducted by YOU, or on YOUR behalf by other contractors, in regard to each spill, leak and/or
22 release on the SITE.

23 **REQUEST NO. 83**

24 Any and ALL DOCUMENTS concerning any and ALL COMMUNICATIONS between
25 YOU and any party pertaining to any deaths, injuries, or accidents that happened on or near the
26 SITE between approximately 1922 through 1968.
27
28

1 **REQUEST NO. 84**

2 Any and ALL DOCUMENTS relating to building permits, transfers of titles, deeds,
3 easements, recordings, licenses, profits, or fines issued between approximately 1922 through 1968
4 concerning any building or structure to the land located at the SITE.

5 **REQUEST NO. 85**

6 ALL maps, photographs, or film of the SITE from approximately 1922 through 1968.

7 **REQUEST NO. 86**

8 ALL DOCUMENTS published by YOU or prepared for publication by YOU pertaining in
9 whole or in part to YOUR operations or the effects of YOUR operations at the SITE from
10 approximately 1922 through 1968

11 **REQUEST NO. 87**

12 ALL DOCUMENTS which relate, in whole or in part, to ALL internal correspondence
13 within YOUR company regarding the SITE from approximately 1922 through 1968.

14 **REQUEST NO. 88**

15 For each year that you have conducted operations on the SITE, please produce lease and/or
16 unit maps accurately identifying the location of ALL wells, tanks, pump houses, pipelines for
17 ALL leases and/or units which YOU owned or operated on the SITE from approximately 1922
18 through 1968.

19 **REQUEST NO. 89**

20 ALL property deeds which pertain in whole or in part to the SITE from approximately
21 1922 through 1968.

22 **REQUEST NO. 90**

23 Any and ALL DOCUMENTS REFERRING OR RELATING TO any communication
24 between YOU and any housing developer, contractor, or builder concerning any building or
25 structure at the SITE from approximately 1922 through 1968.
26
27
28

1 **REQUEST NO. 91**

2 Any and ALL DOCUMENTS REFERRING OR RELATING TO any communication
3 between YOU and Defendant CASTLE & COOKE CALIFORNIA, INC, or any subsequent
4 purchaser thereof, concerning the SITE from approximately 1922 through 1968.

5 **REQUEST NO. 92**

6 Any and ALL DOCUMENTS REFERRING OR RELATING TO any communication
7 between YOU and Defendant OCEANIC PROPERTIES INC, or any subsequent purchaser
8 thereof, concerning the SITE from approximately 1922 through 1968.

9 **REQUEST NO. 93**

10 Any and ALL DOCUMENTS REFERRING OR RELATING TO any communication
11 between YOU and Defendant BARCLAY HOLLANDER CORPORATION, or any subsequent
12 purchaser thereof, concerning the SITE from approximately 1922 through 1968.

13 **REQUEST NO. 94**

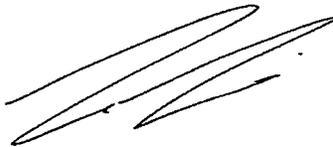
14 Any and ALL DOCUMENTS concerning any and ALL COMMUNICATIONS between
15 YOU and the City of Carson concerning contamination, leaks or spills in, around, beneath or near
16 the SITE from approximately 1922 through 1968.

17 **REQUEST NO. 95**

18 Any and ALL DOCUMENTS concerning any and ALL COMMUNICATIONS between
19 YOU and any governmental agency concerning contamination, leaks or spills in, around, beneath
20 or near the SITE between approximately 1922 through 1968.

21
22
23
24 DATED: August 5, 2010

GIRARDI | KEESE

25
26
27 By: 

CHRISTOPHER T. AUMAIS
Attorneys for PLAINTIFFS

li' m. Ref. Co. - Kast. Prop.
 SHELL OIL COMPANY

REFERENCE

DATE APRIL 25, 1956

TO SAN FRANCISCO -
 MARKETING - FUEL OIL,
 ATTENTION MR. C. G. MacGLASHAN

FROM MANAGER,
WILMINGTON REFINERY

SUBJECT KAST PROPERTY

On April 26 representatives of the Edison Company again visited the refinery to make a further inspection of the Kast Property. These men were met at the refinery and accompanied on the inspection trip by Mr. C. A. Phelan of our Los Angeles office. In the group were Mr. E. W. Palmrose of Edison's Engineering Department, and Mr. Steinhauser and Mr. Arthur of the Evaluation Department. All of the property was inspected in considerable detail, and many questions asked concerning value, size of the property, maintenance costs, physical condition of reservoirs and roofs, and other items, indicating interest on the part of Edison. Most of these questions were answered in a rather general way, and we informed the gentlemen that we would supply the information through your office. They asked specifically for original cost figures, major items of maintenance cost, with dates of repairs, and any pertinent drawings that could be made available.

Total capitalization of the Kast Property includes land (44.33 acres) at \$188,390.05 and improvements at \$1,001,126.70, for a total of \$1,189,576.75. Assessed value for the 1955-56 tax year was \$46,500 for the land and \$77,486 for improvements. Taxes paid were \$2,617.57 and \$4,361.51 for land and improvements, respectively.

Major items of maintenance with the dates are shown in the attached tabulation. There is also attached a list of drawing numbers, copies of which are being forwarded to you. Many of these may prove to be of no value to these negotiations, but in view of the detailed questions asked by Mr. Palmrose, we felt that they might be helpful to him. For the most part, these drawings are correct and they will supply the information of most interest with respect to reservoir sizes and construction of both the tank and roof sections. Most of the piping drawings are correct in general, but an extensive field check would be required to make sure that all details are up-to-date. We do not plan to make such a check unless a further request is made for this information.

Mr. Palmrose indicated that he would like the opportunity to discuss this matter further when the enclosed information became available, and when he had had time to assimilate the data taken during the visit here. We suggest that you might wish to call him in order to arrange such a discussion. If any of the drawings are to be forwarded to him, they should be sent to: Southern California Edison Company, Attention Mr. E. W. Palmrose, P. O. Box 351, Los Angeles 53. On Tuesday, April 24, Mr. Palmrose called the

SOC 120591

DRES 0029

S. F. Marketing-Fuel Oil

-2-

April 25, 1956

refinery to ask a few questions relative to items noted during their inspection trip.

On completion of their visit here last Friday, these gentlemen informed us that they plan to inspect storage property belonging to Tide Water Associated at Huntington Beach.

Original Signed by
G. G. MONTGOMERY

for P. J. Merkus

JMW:FAK

Attachments

cc • Los Angeles Division Sales, Attention Mr. G. A. Phelan
San Francisco Office Transportation & Supplies, Attention Mr. A. C. Saul
Head Office • Manufacturing Operations
Head Office • Manufacturing Engineering

SOC 120592

DRES 0030

MAJOR MAINTENANCE ITEMS

RESERVOIR NO. 5

1949	Patch repairs to roof	\$ 1,299.73
1954	Repair roof	78,867.87

RESERVOIR NO. 6

1942	Repairs (not further described)	\$ 1,269.35
1943	Repair leak in concrete lining	350.06
1943	Clean	4,160.44
1943	Repairs to lightning protective system	2,873.50
1943	Repairs to roof structure, ramps and walkway	37,019.11
1943	Replace roofing paper	20,035.93

RESERVOIR NO. 7

1947	Install boiler, piping connections and clean	\$11,361.31
1947	Repair roof	5,262.58

JMW:FAK
4/25/56

SOC 120593

DRES 0031

DRAWING NUMBERS

UR-29-1
UR-5695
UR-16501
VR-4486-5
WR-9-1
WR-13-2
WR-42
WR-4560-1
WR-4582
WR-4660
WR-4846
WR-5174
WR-5261
WR-6691
WR-9049
WR-19843
WR-20843
WR-2740
WR-1634
YR-8-1
YR-14-1
YR-27
YR-43
YR-44
YR-53
YR-113

YR-1195-3
YR-1466-1
YR-2275
YR-2344
YR-2370-4
ER-26444
YR-2807
YR-4642
YR-4643-1
YR-4667-1
ZR-11986
ZR-2340-2
ZR-40
ZR-119-4
ZR-754-1
ZR-2188-2
ZR-4633-1
ZR-4634-1
ZR-4635-1
ZR-4636-2
ZR-4661
ZR-4662
ZR-4662-1
ZR-4669
ZR-6507

4/25/56

SOC 120594

DRES 0032

SHELL OIL COMPANY

*June 21 1959
see file
under 1100
11/20/59*

DATE JUNE 25, 1959

FROM AREA LAND

W. K. Kell

TO M. W. SHEPPARD, JR.

MWS

*Mr. Cantrell
Mr. Feltus
Pl. file*

SUBJECT WILMINGTON REFINERY
KAST TANK FARM
PROPOSED TEST PROMOTION

The Kast Tank Farm, purchased from Mary Kast June 4, 1923, comprises a total of 44.344 acres, more particularly described as follows:

Lot "B" of the German Settlement, Los Angeles County, as per Map recorded in Book 11, P. 121 of Maps, in the Office of the County Recorder of said County, excepting therefrom one-half acre, in the form of a parallelogram, lying North of and adjoining Block "F" of said Tract, the easterly line of said one-half (1/2 acre being the Easterly line of said Lot "F" produced Northerly.

The deed to the property placing title in Shell's name was recorded June 15, 1923 in Book 2430, page 149, Official Records, Los Angeles County, California.

For your information there is attached to this memorandum (1) Wilmington Refinery facilities Map #2-R2340-2, (2) Photoprint copy of the above maps showing additional peripheral information and possible drillsite, and (3) Photoprint sheet from Shell's fee property records.

I met with Mr. Joe Wilson this morning and we made a physical inspection which showed that just within the boundary fence line the entire property is surrounded by an earthen revetment approximately 15' high and 10' to 12' across at the top. Similarly, inside the property the revetment continues around the three reservoirs contained therein. The roads into the property are across the top of the revetments. The largest open area suitable for drilling is outlined in green on enclosure #2 which indicates a possible drillsite of 400' by 250'. To use this drillsite it would be necessary to enter on the Morton and Dolly property to the East, and tear out the fence and revetment inside the fence line on the eastern boundary of Shell's Kast Tank Farm. It will be almost impossible to bring in a rig and heavy drilling equipment over the existing roads on top of the revetments.

According to Mr. Wilson the three reservoirs, #5, #6, and #7 are no longer used for storage purposes. In fact they would be delighted if a lease could be negotiated for drilling these lands which would require the operator to tear out the reservoirs and restore the surface. Wilmington Refinery engineers have estimated the tearing out and restoring the surface of Reservoir #7 to be in excess of \$100,000.

According to Mr. Wilson, Reservoirs #5 and #6 have a maximum capacity of 750,000 barrels each. Reservoir #5 is empty except for 4,000 unrecoverable barrels and is in usable condition for future storage. Reservoir #6 has 7 to 12,000 barrels of oil (3% water) the reservoir leaks and the roof is in poor condition. Reservoir #7 contains approximately 6' of emulsified oil which is 98% water or approximately

SOC 120584

Mr. M. W. Sheppard, Jr.

2.

150,000 to 200,000 barrels of water and is non-usable. It constitutes an attractive nuisance which is a matter of some concern to Wilmington Refinery officials because of the possibility of children entering and being injured or killed.

According to Mr. Wilson (and Mr. Montgomery) Wilmington Refinery has no objection to our locating a well on the East Tank Farm and attempting to recover commercial production. Morton and Dolly have two wells immediately to the East within offset distance and there are also three wells of Western Oil Corporation located on the west within offset distance.

East of the Morton and Dolly property is a built up residential area as well as a built up residential area North of the East Tank Farm and across the railroad track. Except for the two wells #45 and #46 of Morton and Dolly, the 20 acres immediately East and adjacent the East Tank Farm is vacant and could be used for an off-lease drillsites provided we can secure the owner's permission.

I trust this information will assist you in the consideration and evaluation for leasing this property.

RAD:MAD


R. A. Ditzler

SOC 120585

DRES 0034



SHELL OIL COMPANY

P. O. BOX 728
WILMINGTON, CALIFORNIA

April 18, 1960

Subject: Zoning Case No. 3922

HEG	MWS	MAG	JBA
MAG	G. A. M.		MRF
WDF	LAND DEPT.		Digest
TELEPHONE	TELEPHONE	5-5811	Oblig.
STAMPED BY L.S.			Title
APR 19 1960			Fed.
Ownership	Exam to 507		HAB

County of Los Angeles
The Regional Planning Commission
108 West Second Street
Los Angeles 12, California

Attention - Mr. O. K. Christenson, Division Chief, Plan Administration

Gentlemen:

Please refer to your March 23, 1960, letter pertaining to Zoning Case No. 3922-(4). The subject case involves land in the proximity of Shell Oil Company storage facilities. These facilities are located on the north side of Limita Boulevard, between Main Street and Avalon Boulevard.

This will confirm information given to your Mr. D. Knudsen by telephone. The oil storage facilities consist of three earthen diked, concrete lined, reservoirs, which have been used for the storage of heavy oils. These oils have a minimum flash point of 160°F. The reservoirs are essentially empty at this time, and are held on the basis of stand-by storage. We have no immediate plans for changing this status. The subject property is surrounded by an earthen dike and equipped with steel plant shields above the dike. No steel storage is involved at this property. The east property line is approximately 100 ft. from the nearest edge of the reservoirs.

We trust that this information fulfills your request.

Yours very truly,

J. B. St. Clair
Refinery Superintendent

JBS:FAK

bcc - Pacific Coast Area - Land Department

SOC 120575

DRES 0035

April 15, 1965

Subject: Kant Fee

Mr. Robert Steele
c/o Shattuck Company Realtors
5405 Wilshire Boulevard
Los Angeles, California 90036

Dear Mr. Steele:

Attached hereto is a plot of the lands which we wish to have appraised. As discussed with you over the telephone this morning, there is a great deal of urgency in our securing appraisals, and, as time is of the essence, we trust you will give this appraisal a high priority. Before proceeding, please submit to the undersigned a proposal so that we may authorize your services.

The land to be appraised is presently being used as a tank farm by our Los Angeles refinery. We, of course, wish to know the value of the lands if the tank farm were removed, and we would also like to have an estimate of the cost of improving the lands for residential or other purposes. If you would secure one estimate of the site clean-up and grading costs and furnish that with your appraisal, it would be appreciated.

Very truly yours,

R. A. Chaffin
Division Land Manager

RAC:bnl

Attachment

SOC 120536

DRES 0036

MEMORANDUM

4/12/65 6

TO: H. L. ISHAM
E. M. BOBY

DATE: FEBRUARY 18, 1964

FROM: A. H. KRAMM

SUBJECT: EAST PROPERTY

As requested by Mr. Bruce Kerr of Area Land, representatives of the Cole Realty Company and Home Builders Realty were shown the East property by Mr. A. H. Kramm of the Refinery. Cole Realty visited the site on the morning of February 18, 1964, and Home Builders, in the afternoon.

Representing Cole Realty Company were:

J. Byron Cole - Cole Realty Company

J. M. Grindle - Vice President, Engineering Division
Ray Watt Development Inc.

Representing Home Builders Realty were:

Dudley Gray - Home Builders Realty

James W. Machanel - President, Don Julian Development Co.

The following drawings and information were handed to each party:

- (1) Oil and water content of Reservoirs 5, 6, 7
East Property as of February 14, 1964
- (2) Z-R119-14 General arrangement of Reservoirs 5, 6, 7
- (3) Y-R7-3 General arrangement of Reservoirs 1, 5, 6
- (4) W-R9-1 Details of concrete lining and piers
- (5) Y-R14-1 Grading plan for Reservoirs 1, 2, 3, 4, 5, 6
- (6) Z-R40 General arrangement of Reservoir #7
- (7) Y-R53 Grading plan for Reservoir #7
- (8) ZR-4636 Storm water disposal, Reservoirs 5, 6, 7

AHK:WJ

A. H. Kramm
A. H. KRAMM

cc - Area Land (2)
Attention Mr. Bruce Kerr

AHK ← This Copy For
Eng. File

SOC 120544

DRES 0037

Oil and Water Content of Reservoirs 5, 6, 7

Kant Property as of February 14, 1964

This is an estimate only and should be verified through sampling.

	<u>Water Barrels</u>	<u>Oil Barrels</u>	<u>Total Barrels</u>	<u>Average Depth of Liquid</u>
Reservoir 5	0	6,824 (1)	6,824	1" to 2" approx.
Reservoir 6	34,481	5,300 (2) est.	39,781	1'-3" approx.
Reservoir 7	369,443	9,400 (3)	378,843	6'-6" approx.

(1) Straight Run Residue 17 API gravity.

(2) Straight Run Residue 17 API gravity.

The oil may be combined with the water as an emulsion and/or may be lying throughout the reservoir in lenses.

(3) Cracked Fuel 7-10 API gravity.

It is thought that most of the oil in Reservoir 7 is combined with the water as an emulsion and that the emulsion may be lying throughout the reservoir in lenses.

All information on the contents of the respective reservoirs must be verified by sampling and gauging.

SOC 120545

DRES 0038

July 3, 1963

Subject: Shell Oil Company
Kast Tank Farm *see*
Lomita Boulevard

Home Builders Realty
14527 South Western Avenue
Gardena, California

Attention Mr. Dudley Gray, President

Gentlemen:

Reference is made to your letter of June 27, 1963 regarding the possibility of our selling our Kast Tank Farm property.

In response to your inquiry, we have discussed the selling of the subject property with our Refinery Manager and we are now in receipt of his written reply, which is as follows: "We are not in a position at this time to dispose of this property, as it represents substantial flexibility for our operations in the periodic problem of fuel oil. If there should be any change in our position by reason of change in processes or crude oil type, we will let you know".

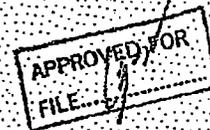
Your letter of June 27 is being placed in our file for this property and should there be any change in its status and it becomes available for sale we will so notify you. When the property is saleable, it will go on the open market to the highest bidder after all have had full opportunity to fully examine the property.

Yours very truly,

Bruce G. Kerr

For D. E. Clark
Manager, Land Department

BFK:ta



SOC 120560

DRES 0039

Bill Hit Republicans

FROM KING Johnson Learns Political Lesson

By LYLE WILSON
United Press International

The Rev. Martin Luther King has given President Johnson a rough, tough lesson in ver politics. One of those man-bites-dog airs.

The preacher challenged the President to a of will. Two tests:

licked the President in That was, whether LBJ d propose immediately or time later legislation to antee voting rights. King is effort to compel s. send federal guns to Ala. any gurb, U.S. hails, the FBI or the r. Navy, Air Force and nes.

son alerted the troops hat was all. : foregoing is what the : ing and brutality and ing order against the on-camer in Selma were all- . The Johnson administra- began a week ago to t a crash voting rights am.

g's dissatisfaction with the. of events was not con- graduate student who was self- i. Neither was King's dis- ing the 24-page publication are because Johnson had "Spider" just inside Sather ome out early, loud and Gate, main entrance to the. st with words and actions; 26,500-student campus. The stu- st Alabama authorities. ident Richard Currier, walked Negroes were annoyed.

ard T. Brown was packing the magazine outside. sman for the civil rights gate. issers who invaded the. House last week and sat. Brown said the sit - in- a protest because there. een no federal action in.

All of this was embar- g to LBJ. It was shock- arrogant but triumphant- ictive. administration's respect Negro political muscle was in doubt, which may in the President's worried sion when civil rights in- s. "ed themselves on ce his official home. After seven hours, st of the trespassers was ted out.

no Bayans

'Spider' Banned At UC

BERKELEY, Calif. (UPI)— Acting Chancellor Martin Mey- erson today issued a restraining order against the on-camer pus sale of a magazine contain- ing obscenities in a move to quash the latest crisis at the University of California.

The order was read to a of nonstudents sold 1,500 copies of the magazine on the campus Thursday in direct defiance of UC officials who told them to stop distributing the publica- tion.

All available copies were snapped up and the editors of the magazine ordered a new printing immediately. "A lot more were printed last night," said Jackie Goldberg, one of the Free Speech Move- ment leaders. "We just have to fold and staple them and we'll be ready to sell more."

The new crisis may be a test for University President Clark



UPI Telephoto

The Search Is Over

Lifeguards on a rowboat (arrow) recover the body of 4-year-old Mark Gutierrez of Carson, who died Tuesday afternoon when he fell into

an abandoned oil sump near his home. The body was found by Lifeguard Carter Smart about 1:45 p.m. yesterday.

SUNNY SKIES TO WELCOME SPRING

Sunny skies will accompa- ny the arrival of spring in the South Bay tomorrow, the U.S. Weather Bureau said this morning.

Spring begins at noon to- morrow.

The forecasters say no rain is expected during the next five days.

Late night and early morning cloudy skies are predicted, but afternoons will be sunny.

Surfing conditions have been good, Los Angeles County lifeguards said. Waves have been between 2 and 3 feet in height.

Temperatures at the beaches yesterday were 63 and 52 degrees. Water temperature was 59 degrees.

Little change in tempera- ture is predicted.

Bystander Helps Foil Bank Holdup

WEEKEND CONFAB CDC Advocates Election Reforms

SACRAMENTO (AP) — The California Democratic Council, the state's largest volun- teer political organization, will call for an over- haul of election laws during annual convention in Sacramento this weekend.

Secretary To Evaluate State Labor

WASHINGTON (UPI) — U.S. Labor Secretary W. Wil- lard Wirtz is going to California next week to get a first - hand look at the state's farm labor situation.

Wirtz, according to an an- nouncement made Thursday af- ternoon, wants to look into Cali- fornia demands for foreign workers because of a lack of domestic workers.

Gov. Edmund G. Brown is coming to Washington this weekend and has a meeting scheduled for Tuesday morning with Wirtz. A spokesman in

Judge Atte Stall

MONTGOME

Judge Frank M. by Gov. George massive Sel march planned 1

Johnson earlier enjo lace and other state from interfering w march.

Wallace asked the give the state time Johnson's order perm demonstration.

The 40-mile, five-da scheduled to start Sur Guard Protecti

If the march goes uted, National Guard the famed 31st (Dixie) apparently will provid of protection for the strators.

Johnson ruled about after hearing 25 m testimony.

At the conclusion of ing, Johnson pointedorney Charles M. Cro senting the governor, state had delayed in request for a stay at should have known it had to be filed with th court in the first plac

Filed Request Wallace's attorneys their request with the Circuit Court of Appea Orleans Thursday.

President Johnson Gov. George Wallace night that he would the Alabama Guard makes up the Dixie along with the N Guard, if Wallace is "unwilling" to call guardsmen.

Unop LOS

MOSCOW (AP) — volts in 170 election dis Sunday defeated the u slate of Communist backed candidates to l ernment organs.

The Soviet Commun organ Pravda annou election upsets today mary of voting result of voting result

between Governor Brown and giant Russian Federate with Wirtz. A spokesman in Assembly Speaker Jesse M. Th

takes an
disconnects
and Marshall
traffic accident

there. The driver of the overturned car
was treated for minor injuries. The
driver of the second car in the collision
(not shown) was hospitalized.

IET CONG SUPPLIES

Planes Continue To Blast Enemy

SAIGON, South Viet Nam (UPI)—A force
of 130 American jet fighters and bombers blasted
supply depots in Communist North Viet Nam
today. The commander of the U.S. Air Force
in South Viet Nam estimated destruction at
"80 to 90 per cent."

Maj. Gen. Joseph Moore told a news conference that approximately 60 U.S. Air Force planes and between 60 and 70 Navy aircraft participated in strikes against Bien Son supply depot and an ammunition depot about 53 miles north of Vinh in North Viet Nam.

The Air Force commander said all American planes returned safely and that the only damage was "one small hole in the wing of one aircraft."

Moore said the jets blasted their Communist targets with bombs, rockets and cannon fire to destroy the complex of about 15 or 20 buildings in the ammunition and supply depots. The Air Force planes were land-based, he said.

The U.S. Navy threw "on the

order of 60 to 70" planes into the raid, the general said. The targets are located 125-163 miles southwest of Hanoi, the capital of North Viet Nam. Today's was the seventh bombing raid against North Viet Nam since last August.

Moore called Communist anti-aircraft fire over today's targets "light and inaccurate." "It is my understanding all (Navy planes) returned to the aircraft carrier," he told newsmen.

A U.S. military spokesman said an Air Force officer was mistaken when he said American planes did not drop napalm fire bombs during another raid on North Viet Nam last Monday. Moore was asked whether napalm was used today.

HE HAS THE WINE AND SONG

A burglar who apparently is after wine, women and song is two-thirds of the way there.

He broke into a Redondo Beach home last night, stealing — among other items — a mandolin, 10 record albums and a 4 1/2-foot-tall bottle of wine.

The wine was valued at \$15.

Linda Stapleton, 1808 Harkness Lane, told officers the burglar entered her home last night while she was away.

Also taken were a wall clock, miscellaneous jewelry, a radio and an electric iron, police said.

Lifeguards Find Body Of Boy, 4

Picture on page 1

The murky, tar-like waters of a Carson oil sump are empty once more, and two grieving parents have the body of their son.

The body of 4-year-old Mark Gutierrez was recovered yesterday afternoon by lifeguards from the huge sump in which the boy fell on Tuesday afternoon.

The search was in its third day when Lifeguard Carter Smart, probing the 10-foot depths of the oil and water muddled this morning, sending lure, located the body of the boy.

Mark fell into the 8-million-gallon tank about 4 p.m. Tuesday while playing with his brother, Robert, 9, and two neighbor boys.

The four were flying a kite and running on the plank-covered tank when Mark fell through a hole.

The tank has been abandoned for nearly 25 years.

Mark was the son of Mr. and Mrs. Jose Gutierrez, 24119 Marbella Ave., Carson.

The tank is north of Lomita Boulevard, between Avalon Boulevard and Main Street, Carson.

A spokesman for Shell Oil Co., owner of the tank, said after a group of senators conferred with Wallace today that a 24-hour patrol will be begun at the site, now surrounded by a 6-foot fence, topped by barbed wire.

state has approved charters for 52 banks and 67 savings and loan associations.

"Of the 67 new savings and loans at least 45 show political coloration," the story said. "Similarly, there was political involvement in at least 23 of the 52 new banks."

Political Links

The newspaper said "political involvement" meant that one or more of an institution's original incorporators, major stockholders, officers or attorneys, could be "directly linked" to political affairs.

"In most cases, the identifiable political characters are Democrats," the story said. "However, there are some interesting deviations from the pattern, whereby Republicans publicly hostile to the Sacramento administration have been 'cut in'."

Cites 128 Persons

The newspaper said that "a conservative tabulation" shows that at least 128 persons with "discernible" political backgrounds were among the incorporators of Brown-chartered financial institutions.

Eighty-three of the 128 are in savings and loan associations; and 45 are in banks, according to the Mercury and News.

March Order Suspension Sought

MONTGOMERY, Ala. (AP)—Gov. George C. Wallace's attorney appealed to a federal judge today to suspend his order following a 50-mile civil rights march.

Wallace was reported planning to ask for federalized Guardsmen to protect the marchers, if the march goes on.

The state Senate approved the governor's proposals that President Johnson be advised that the state was not financially able to provide protection and that Alabama citizens be urged to leave the marchers alone.

The President said Thursday he would call up the Alabama National Guard to protect the demonstrators if Wallace was unwilling to do so.

Attorney Charles M. Crook, representing Wallace, asked U.S. Dist. Judge Frank M. Bohrd, and Dr. Willy Ney, to stay his order permitting the march. Crook said the state had not had time to prepare for the protection of marchers.

A state senator, who asked that his name be withheld, said after a group of senators conferred with Wallace today that it was their consensus the governor would ask for federalized Guardsmen for the march.

Capture Suspects

Two burglary suspects were arrested in Redondo Beach this morning, one of them with an assist from Duke, a Hermosa Beach police dog.

The men were arrested, police said, after six businesses in the same area were entered and ransacked.

Arrested were Sammy Dale Hicks, 24, of 200 N. Catalina Ave., and Stuart P. Millar, 19, of 419 N. Broadway, both of Redondo Beach.

Arrested in Field

Hicks, arrested in a field behind 190th Nursery, 2809 W. 190th St., was bitten on the right leg when he tried to escape from Duke, police said.

Redondo Beach police, believing they had a suspect cornered inside the nursery, called Hermosa Beach. Officer Jack Garron, who has worked with Duke for nearly two years, brought the dog down and let him into the nursery.

Hicks was treated at South Bay Hospital, Redondo Beach, and was released to police.

Looked Into Window

He was arrested shortly after 5 a.m. Millar was arrested about 8 after a man said he saw Millar looking into a window at B and H Window Service, 18224 Kingsdale Ave., one of the victimized firms.

Both were booked on suspicion of burglary. The two are awaiting trial on statutory charges in Hawthorne.

Redondo Beach police received

(Continued on Page 2, Col. 1)

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announcement s

Astron Rehear For Tue

CAPE KENNEL
Two U.S. astron
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a Russian who doe
in space, will try
the national face
doubleheader start
The astronauts
Young and Virgil
planned to take a
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their three-orbit e
the sky next Tue

The probe, a
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for its scheduled
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Grissom and Youn
aboard a Titan-2
five-hour orbital
EST Tuesday.

Astronauts Knowledge W

The Daily Breeze will carry astronauts' will w
the by-line stories of America's fly on space and "it
astronauts in 1965

All this is possibl
Breeze readers also will share arrangement betwe
the scientific knowledge of paper and World B
world-famous experts" like Dr. Media Science Serv
Dr. Rudolph von Braun, Dr. Ralph worldwide science s
Lapp, a former director of the in Houston, Tex.

Atomic Energy Commission's In existence little
development a year, this service
research and development a year, this service
U.S. Dist. Judge Frank M. Bohrd, and Dr. Willy Ney, the largest science
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These famous names and doz-ized the "business o
Special (Int
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South Bay, now kn
the oceans and the earth, of space capital of the
cause" of the "conce
John (Shorty) Powers, known space activity in
to millions as "the voice of the The top scientist

with Crew

na, Japan, and was about 700
miles northwest of Honolulu
ate Wednesday.

A Coast Guard plane dropped
medical supplies to the ship.

A message from Bowman to
ipt. H. E. Richter, academy
mmandant, said:

"Have viral pneumonia epi-
mic aboard. Forty - seven
es presently. Requesting
st Guard Honolulu to drop
uired additional medicines,
clinical complications as

Changing Course
ie ship radioed that it is
ing course and putting in
lonolulu so the crew mem-
can be treated.

ly one man was considered
ough to require hospitali-
y, the Coast Guard said,
as not identified in the ra-
spatches.

Sewage Overflows In Stores

An 8-inch sewer line in down-
town Redondo Beach became
clogged this morning, sending
sewage backing into three busi-
ness firms.

The Department of Public
Works sent a crew to the scene
in the 200 block of South Pa-
cific Avenue, Redondo Beach,
firemen assisted in draining wa-
ter from the stores.

Robert Smith, director of pub-
lic works, said the stoppage
was freed by 10:30 a.m. by
workers using routing tools.
Cause of the problem was still
being sought.

Hardest hit was the Johnson
Stationers, 212 S. Pacific Ave.,
where water nearly a foot deep
backed in from the lines.

The Redondo Hotel, 214 S. Pa-
cific Ave., and Redondo Furni-
ture, 218 S. Pacific Ave., also
reported difficulty.

The extent of damage was
not known, but it was believed
the stationer's had moderate
stock damage.

V
RL
PRIVATE AND CONFIDENTIAL
NY 4-9-65 1044A /PJM OK/
WILM RFY - E A BALLMAN

4/12/65

221 YOUR 239. WE HAVE EXPLORED WITH T&S
POSSIBLE FUTURE USE OF KAST PROPERTY AND HAVE COME TO THE CONCLUSION
THAT THERE WILL BE NO FURTHER JUSTIFICATION IN KEEPING IT IN USEABLE
CONDITION. THEREFORE WE CONCUR WITH YOUR RECOMMENDATION THAT WE
SHOULD IMMEDIATELY INITIATE WITH PACIFIC COAST AREA LAND DEPARTMENT
FOR APPRAISAL OF PROPERTY AND ENTERTAIN OFFERS FOR SALE AS IS.
IN THE EVENT THAT THESE ARE NOT IN COMPLIANCE WITH OUR VIEWS ON
VALUE OF THIS PROPERTY WE MAY WISH, WITH FURTHER CONSULTATION WITH
ALL CONCERNED, PROCEED WITH YOUR PROPOSAL NO. 1 INCLUDING CLEANING,
REMOVING ROOF AND TIMBERS OF RESERVOIRS 6 AND 7 AND REPAIR ROOF ON 5
PLEASE KEEP US POSTED

P J MERKUS

EAB (7)

SOC 120542

DRES 0042

PRIVATE AND CONFIDENTIAL

JUNE 7, 1965

MANAGER, WILMINGTON REFINERY
MR. E. A. BARRISH

D. E. CLARK, LAND MANAGER
PACIFIC COAST AREA

EAST FEE
SALE OF RESERVOIR STORAGE AREA

Reference is made to your memoranda of April 12 and 13, 1965, and to our recent conversation concerning disposition of the above-named property.

We have received property analyses from two appraisers indicating the property has a present value of \$1,200,000 to \$1,375,000 if it is restored to a condition making it useable for R-1 "residential" purposes. We did not ask the appraisers to secure estimates of the cost for this property's rehabilitation as your staff indicated such cost would run between three and four hundred thousand dollars. We assume the estimate of the cost of removal of the reservoir and filling in of the ground is reasonable.

For your information, attached hereto are copies of each of the appraisals. Also attached are invoices covering the cost thereof in the amount of \$3,000. We feel the fees charged by the two appraisers are reasonable and in line with others secured by us. We would appreciate your arranging for payment of these invoices directly to the parties named therein.

You will note from the attached appraisals that both appraisers believe R-1 is the highest and best use for the property, although, at present, the land is zoned for light industrial use as well as two-family residential. One appraiser mentions it should not be difficult to rezone this land for its highest and best use as it is almost surrounded by existing residences. The appraiser has stated orally that there is a tremendous surplus of industrially-zoned land in Los Angeles Basin, and it is not bringing as much per acre as residential land. Neither appraiser mentioned the possibility of shopping center or school district use; however, how the land is used should probably be left to the prospective buyer.

As our basis for tax purposes is no greater than the initial cost of the land (approximately \$182,000 in 1923), should this land be sold for one million dollars in cash our tax liability would amount to 25 per cent of the gain. Sales we have made previously involving Shell Eco properties, wherein we had little or no tax basis, have been made utilizing the tax-free exchange method. For example, if the East Fee were sold for cash, our tax liability would be at least \$200,000. If we exchanged the East Fee for marketing sites, we would avoid this tax liability completely, or, if the Manufacturing Department has need for additional lands, the same method could be used to avoid this liability.

Should you wish us to discuss the disposition of this property with the Marketing Department and Land Investments section, please advise. When you have received your authority to proceed, we stand ready to aid you in the handling of the transaction.

RAC:bl
Attachments
cc: Land Investments - NEW YORK
Attention Mr. H. H. Gullickson

ORIGINAL SIGNED BY
D. E. CLARK

SOC 120525

DRES 0043



Coldwell, Banker & Company

Beverly Hills, CALIFORNIA, October 14, 1965

Received from RICHARD BARCLAY OR NOMINEE hereinafter called Purchaser, the sum of FIFTY THOUSAND AND NO/100 Dollars (\$50,000.00) evidenced by check, as a deposit on account of the purchase price of ONE MILLION AND NO/100 Dollars (\$1,000,000.00) for that certain property situated in the City of Los Angeles, State of California, and described as follows, to-wit:

Part of Lot B, German Settlement in the Rancho San Pedro, being 44.344 acres commencing at the Southeast Corner of Lot B; thence South 86° 15' West 825.98 feet; thence North 0° 22' 30" West 326.40 feet; thence South 86° 15' West 183.34 feet; thence North 0° 22' 30" West 1,672.12 feet; thence East on North line of said Lot 999.80 feet to Northeast Corner thereof; thence South 0° 37' East 1,969.79 feet to beginning. As per Map Book 411, Page 121, Official Records, County of Los Angeles, California.

TERMS OF SALE: Upon ratification and acceptance of this offer by Seller, an escrow shall be created at Title Insurance & Trust Company to consummate this purchase as specified herein, which escrow shall have a time limit of Sixty (60) days from date of said acceptance.

Purchaser and Seller shall pay their usual respective escrow fees, and Seller shall pay for and furnish a California Land Title Association standard coverage form policy of title insurance issued by Title Insurance & Trust Company showing title to the above property vested in Purchaser, or assignee, free and clear of all liens and encumbrances except those set forth herein. In the event title to said property is not in the condition described above and cannot be placed in such condition prior to the time limit for closing of escrow, then Purchaser, at its option, may accept title in its then condition; otherwise, this agreement shall terminate without further liability on either party and the deposit shall be returned to Purchaser.

If Purchaser fails to complete said purchase as herein provided, then Seller shall be relieved of any obligation hereunder and at its option may retain the deposit of Purchaser.

If any of Seller's personal property is used by tenants in said property, then Seller shall convey all such personal property to Purchaser by bill of sale, free of encumbrances and without additional consideration.

Taxes, rentals, insurance premiums, interest on encumbrances and operating expenses, if any, shall be prorated as of date of recordation of deed to Purchaser, and Seller shall pay the cost of any stamps to be attached to the deed in accordance with requirements of any lawful authority.

There are no oral agreements not contained herein.

In the event this offer is not accepted by Seller on or before 6:00 P.M., October 19, 1965 Tuesday, this offer shall become null and void, and the deposit made herewith returned to Purchaser.

Time is of the essence of this contract.

* and further upon the effective re-zoning of the industrial property to R-1

-- SEE ADDENDUM ATTACHED --

COLDWELL, BANKER & COMPANY, AGENTS

BY Albert A. Sperlls /st

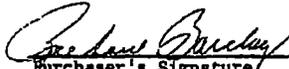
The Purchaser hereby agrees to purchase said property upon the terms and conditions herein stated, and acknowledges receipt of a copy hereof.

[Signature]

DRES 0045

SOC 00022

1. Promptly upon acceptance of this offer by Seller, Seller shall provide a Preliminary Title Report together with full copies of any and all conditions, covenants, restrictions, reservations, easements, rights and rights of way of record, if any, except taxes not delinquent. Purchaser shall have fifteen (15) days after receipt of same within which to approve or disapprove in writing any or all of the conditions, covenants, restrictions, reservations, easements, rights and rights of way of record, if any, set forth in said Preliminary Title Report, and in the event of disapproval by notice in writing to the Seller, Seller shall have the right to remove the disapproved exception from the record prior to the closing date of escrow. If said disapproved conditions, covenants, restrictions, reservations, easements, rights and rights of way of record, if any, are not removed prior to the closing of the escrow, then Purchaser at its election may accept the property in its then condition or cancel the escrow and all deposits made herein shall be returned to Purchaser.
2. This offer is subject to the Purchaser being able to obtain a zone change to an R-1 zone on the industrially zoned property. It is agreed that any and all costs incurred while attempting to obtain said zone change shall be at the expense of Purchaser. Seller agrees, however, to sign all necessary papers for the required change in zoning and to cooperate with Purchaser in obtaining said zone change. In the event a satisfactory zone change is not obtained, at Purchaser's option, this agreement either may be canceled and the deposit made herewith returned to Purchaser upon demand, or Purchaser may elect to purchase the subject property in its then condition of zoning. Purchaser shall proceed diligently upon acceptance of this offer to obtain zone change to R-1 Residential on the industrially zoned property. The zone change shall be deemed effective when the zone change ordinance has been duly signed and recorded.
3. This offer and the closing of the escrow are conditioned upon approval in writing by Purchaser of an engineering report to be obtained at Purchaser's sole cost and expense. It is hereby covenanted and agreed that Seller is to permit Purchaser and/or his agents such access to such portions of the property as deemed necessary by a competent engineering firm in preparing an engineering report. Purchaser shall have thirty (30) days from acceptance of this offer to complete the engineering study and to indicate approval in writing to Seller of such an engineering study. If approval in writing has not been given prior to the expiration of the thirty (30) days, then this offer becomes null and void and all deposits made herein shall be returned to Purchaser. In the event, for any of the conditions outlined herein, the Purchaser shall not proceed with the purchase, any and all engineering soil studies, etc. shall be made available to the Seller at no cost to him.
4. Purchaser shall place into escrow, prior to closing, sufficient cash to equal ONE MILLION AND NO/100 (\$1,000,000.00) Dollars, including the FIFTY THOUSAND AND NO/100 DOLLAR (\$50,000.00) deposit made herewith.


 Purchaser's Signature

 Seller's Signature

TELEGRAM

 EMERGENCY REGULAR

MR. J. E. CLARK - NEW YORK

OCTOBER 15, 1965

CC: MR. D. B. KEMBALL-COOK - NEW YORK
MR. A. P. HYNES - SAN FRANCISCO

8(190) THIS MORNING RECEIVED WRITTEN OFFER OF ONE MILLION DOLLARS (\$1,000,000) FROM COLDWELL-BANKER ON BEHALF CLIENT FOR SALE 44.34 ACRE KAST PROPERTY IN FEE AS IS. OFFER CONDITIONED UPON BUYER'S (1) TITLE APPROVAL WITHIN FIFTEEN DAYS, (2) ENGINEERING ANALYSIS OF LAND RESTORATION TO BE COMPLETED WITHIN THIRTY DAYS, AND (3) OBTAINING ZONING CHANGE OF PORTION PROPERTY TO RESIDENTIAL FROM INDUSTRIAL WITHIN SIX MONTHS. ALL TIMES MEASURED FROM 6:00P.M. TUESDAY, OCTOBER 19, 1965, AT WHICH TIME OFFER EXPIRES.

AT THIS TIME, HAVE NO CONCERNS RE (1) CLEAR TITLE, (2) ADAPTABILITY OF LAND TO RESIDENTIAL SITES UPON CLEAN-UP, OR (3) BUYER OBTAINING ZONING CHANGE. ALL TIMES STATED ARE REASONABLE. WE RECOMMEND ACCEPTANCE STATED TERMS ON TUESDAY. POSSIBILITY RECEIVING BETTER OFFER PRIOR THAT TIME THOUGHT TO BE REMOTE.

OUR LETTER 7-26-65 SET FORTH PROPOSAL TO EXCHANGE KAST FEE FOR MARKETING SERVICE SITES. BUYER AGREEABLE EITHER EXCHANGE PLAN OR CASH PAYMENT. IN VIEW POSSIBLE OTHER CORPORATE NEEDS FOR (1) ONE MILLION DOLLAR PURCHASE PRICE, PAYABLE IN 1966, OR (2) ALTERNATE LAND EXCHANGE REQUIREMENTS, REQUEST YOU ADVISE YOUR PREFERENCE EXCHANGE PLAN OR CASH SALE. APPRECIATE ANSWER BY CLOSE BUSINESS OCTOBER 19.

ORIGINAL SIGNED BY
D. E. CLARK

D. E. CLARK FOR G. A. BURTON

DEC:mfh

12:30 p.m.

* Verbal from Specie of Coldwell. Says original term - Written offer does not contain this term. Correct - CP

SOC 120487

DRES 0047

ADDENDUM TO OFFER TO PURCHASE DATED
OCTOBER 20, 1965

1. Upon acceptance of this offer by Seller, Seller shall provide a Preliminary Title Report together with full copies of any and all conditions, covenants, restrictions, reservations, easements, rights, and rights of way of record, if any, except taxes not delinquent. Purchaser shall on or before October 22, 1965 signify approval or disapproval thereof by notice in writing to Seller and in the event of disapproval, this agreement shall terminate and all deposits made herein shall be returned to Purchaser.
2. This offer is subject to the Purchaser being able to obtain a zone change to an R-1 zone on the industrially zoned property. It is agreed that any and all costs incurred while attempting to obtain said zone change shall be at the expense of Purchaser. Seller agrees, however, to sign all necessary papers for the required change in zoning and to cooperate with Purchaser in obtaining said zone change. Purchaser agrees that the zone change application case will be filed with the appropriate governmental agency (Step No. 2 on the attached Exhibit which is made a part hereof) on or before the 30th day following the expiration of the thirty day period allowed Purchaser for approval of the engineering report.

Purchaser shall have until April 14, 1966 to complete the entire zoning procedure (through Step No. 5 on the attached Exhibit) and to have the ordinance resulting therefrom duly signed and recorded.

However, in the event the zoning change ordinance has not been signed and recorded within the aforementioned time limit, but Purchaser has complied with the above filing date and has diligently attempted to complete Steps No. 3 through No. 5 on said attached Exhibit, Seller agrees to extend the April 14, 1966 date to and including July 1, 1966 to allow Purchaser to complete the remaining steps necessary to complete the zone change and the signing and recordation of the ordinance resulting therefrom; provided, however, that any further extension, if granted, shall be at the sole option and election of Seller.

In the event Purchaser is unable to obtain the prerequisite zone change, Purchaser may cancel this offer and then be relieved of all liability hereunder and also be entitled to receive from Seller Purchaser's initial Fifty Thousand and no/100ths (\$50,000.00) Dollar deposit (Seller shall retain Purchaser's \$25,000.00 payment made pursuant to Paragraph No. 3 of this offer).

3. This offer and the closing of the escrow are conditioned upon approval in writing by Purchaser of an engineering report to be obtained at Purchaser's sole cost and expense. It is hereby covenanted and agreed that Seller is to permit Purchaser and/or his agents such access to such portions of the property as deemed necessary by a competent engineering firm in preparing an engineering report. Purchaser shall have thirty (30) days from acceptance of this offer to complete the engineering study and to indicate approval in writing to Seller of such an engineering study. If approval in writing has not been given prior to the expiration of the thirty (30) days, then this offer becomes null and void and all deposits made herein shall be returned to Purchaser. In the event, for any of the conditions outlined herein, the Purchaser shall not proceed with the purchase, any and all engineering, soil studies, et cetera, shall be made available to the Seller at no cost to him. Coincident with Purchaser's approval in writing of the engineering report, Purchaser shall tender to Seller a certified check in the amount of Twenty-Five Thousand and no/100ths (\$25,000.00) Dollars, which amount shall apply towards the purchase price. Notwithstanding anything to the contrary contained in this agreement said \$25,000.00 payment shall be retained by Seller (and Goldwell Banker & Company shall have no interest therein) irrespective of whether said rezoning is completed, the sale is consummated or otherwise.



Purchaser's Initials

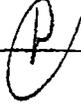


Seller's Initials

4. Purchaser shall deposit into escrow, prior to the closing, sufficient cash to equal One Million and no/100ths (\$1,000,000.00) Dollars (plus closing costs), including the Fifty Thousand and no/100ths (\$50,000.00) Dollars deposit made herewith, and including the Twenty-Five Thousand and no/100ths (\$25,000.00) Dollars payment made to Seller at the time Purchaser approves in writing the engineering report.
5. Notwithstanding anything in the offer to the contrary, Purchaser shall have the right to consummate this transaction without entering into an escrow. The normal costs involved shall be paid by the respective parties. Taxes shall be prorated, et cetera.
6. Seller warrants that the only pipelines presently existing on or under the subject property are those commencing at the present storage facility and terminating at the refinery located at the east of the subject property.



Purchaser's Initials



Seller's Initials



SHELL OIL COMPANY

P. O. BOX 728

WILMINGTON, CALIFORNIA

TELEPHONE TERMINAL 5-5611

October 25, 1965

LARGE PROPERTY	
OCT 21 1965	
NO.	NAME
1	WOOD
2	PILE
3	ROOF
4	GR.
5	BRACING
6	CONCRETE
7	GRADING
8	PIPE PIT
9	SWING
10	BOXING
11	WELLS
12	GAUGING
13	DETAILS
14	GENERAL
15	ARRANGEMENT
16	RESERVOIR
17	NO. 7
18	RESERVOIRS
19	NOS. 1, 5, 6
20	DETAIL
21	WOODEN
22	ROOF
23	AND
24	STAIRWAY
25	FOR
26	RESERVOIRS
27	GRADING
28	PLAN
29	FOR
30	RESERVOIRS
31	GENERAL
32	ARRANGEMENT
33	OF
34	BRACING
35	AND
36	BOXING
37	OF
38	SWING
39	PIPE
40	PIT
41	HATCHING
42	AND
43	GAUGING
44	WELLS
45	FOR
46	RESERVOIRS
47	SWING
48	PIPE
49	DETAILS
50	FOR
51	RESERVOIR
52	CONCRETE
53	DETAIL
54	OF
55	SWING
56	PIPE
57	PIT,
58	RESERVOIR
59	NO. 7
60	GENERAL
61	ARRANGEMENT
62	OF
63	BRACING
64	AND
65	BOXING
66	SWING
67	PIPE
68	PIT,
69	RESERVOIR
70	NO. 7
71	GRADING
72	PLAN
73	FOR
74	RESERVOIR
75	NO. 7

Barclay-Hollander-Curci
 McCulloch Building
 International Airport Center
 6151 West Century Boulevard
 Los Angeles, California 90045

Attention Mr. Harold Curci

Gentlemen:

As requested during your October 21, 1965, visit to inspect the Kast Properties in accompaniment with our Mr. Leyhe, we are enclosing the following drawings of the reservoirs:

- Z-R 40 General Arrangement of Reservoir No. 7
- Y-R 7 General Arrangement - Reservoirs Nos. 1, 5, 6
- Y-R 8 Detail of Wooden Roof and Stairway for Reservoirs
- Y-R 14 Grading Plan for Reservoirs
- Y-R 27 General Arrangement of Bracing and Boxing of Swing Pipe Pit
- Y-R 28 Hatching and Gauging Wells for Reservoirs
- Y-R 33 Swing Pipe Details for Reservoir
- Y-R 43 Concrete Detail of Swing Pipe Pit, Reservoir No. 7
- Y-R 44 General Arrangement of Bracing and Boxing Swing Pipe Pit, Reservoir No. 7
- Y-R 53 Grading Plan for Reservoir No. 7

The approximate content of each reservoir is tabulated below. Please note that the levels shown are measured in the swing pipe pit which is approximately 2'-6" deeper than the high point of the floor as shown on drawing Y-R 53.

DRES 0050

SOC 00045

October 25, 1965

<u>RESERVOIR NUMBER</u>	<u>APPROXIMATE LEVEL (IN GAUGE PIT)</u>	<u>EST. TOTAL LIQUID - BBLs. (42 GAL/BBLs.)</u>	<u>EST. NET OIL-BBLs.</u>
5	14'-0"	321,560	6,785
6	4'-3"	43,531	5,363
7	5'-3"	98,455	9,432

Yours very truly,

E. A. Ballman
Refinery Managerfor E. A. Ballman
Refinery Manager

Attachments

cc - Pacific Coast Area - Land Department - Manager,
Mr. D. E. Clark, Jr. (Attachments)

DRES 0051

SOC 00046

Shell Oil Company
Attn: Mr. D. E. Clark, Jr.

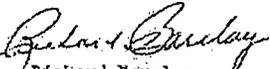
- 2 -

December 1, 1965

We expect to spend about \$165,000.00 for grading; but this sum would include fine grading and street layout work in connection with our proposed subdivision of the property. However, in order to assure Shell that the property will be left in a safe condition in the event the grading is not completed for any reason, we propose to put up a \$50,000.00 bond which we believe is more than adequate to complete grading to a "safe condition." The determination of what grading would be required in the event of termination would be decided exclusively by Shell's own engineers and we would agree to be bound by their decision. We will, of course, also furnish liability insurance for the grading operation.

If you contemplate any delays in receiving approvals for Phase 2 and 3, because of the details that may have to be worked out, we would nevertheless appreciate receiving approval for Phase 1 as soon as possible. We are anxious to get this part of the project started immediately.

Yours truly,


Richard Barclay

RB:cb

DRES 0054



SHELL OIL COMPANY

SHELL BUILDING
1008 WEST SIXTH STREET
LOS ANGELES, CALIFORNIA 90054

TELEPHONE 482-3131

December 15, 1965

Re: Wilmington Field
Kast Fee - Kast Tank Farm

Your Reference: Lomita Property

Barclay-Hollander-Curci
International Airport Center
Suite 700, McCulloch Building
6151 West Century Boulevard
Los Angeles, California 90045

Attention Mr. Richard Barclay

Gentlemen:

Reference is made to your letter of December 1, 1965 requesting our permission for you to do certain site clearing work, prior to close of sale, on the Lomita lands you are purchasing from us. Please be advised that, subject to the following terms and conditions, you have our permission to undertake Phase I of such work as described in your letter:

1. That we do not make any representation or warranty concerning the safety or condition of said lands or any improvements or property located therein or thereon; that you enter and work upon said lands at your sole risk; that you shall bear and pay all costs and expenses arising out of your work thereon and the disposition of wastes and residues removed therefrom; and that we shall not be liable to you or any other person or persons for the cost or value of any work or improvements performed by or for you on said lands even if our sale thereof to you is never consummated.

2. That in your entry and work on said lands you shall not in any manner interfere with or endanger our operations thereon, therein and/or in the vicinity thereof; and you shall take all necessary precautions to protect all property (including, but without limitation, our property) and persons (including, but without limitation, our employees) from

SOC 120768

DRES 0055

Barclay-Hollander-Curci
December 15, 1965

2

damage or injury arising out of your work on said lands. While on said lands or in the vicinity thereof, you agree to observe and comply with all fire, safety, and other rules and regulations heretofore or hereafter imposed by or under authority of law or prescribed by us; and you shall be responsible for the observance thereof by all your employees, agents, contractors, and other persons on or in the vicinity of said lands at your request or with your permission (express or implied).

3. That you shall reimburse us for any and all injury, damage, expense and/or loss suffered by us, and agree to indemnify and hold us and said lands free and harmless of, from and against any and all claims, liens, suits and proceedings (hereinafter collectively referred to as "actions"), causes of action, and liabilities of whatsoever nature for damage to or loss, or loss of use of, any property and/or injury to or death of any persons (including, but without limitation, our and your employees and those of your contractors), directly or indirectly caused by or arising out of or resulting from or in any way connected with your entry or work on or in the vicinity of said lands or the disposition of wastes and residues removed therefrom, irrespective of any negligence of ours. You shall defend all such actions and pay all costs and expenses incidental thereto; but we shall have the right at our election to participate in the defense of any such action without relieving you of any obligation hereunder.

4. That you shall obtain and keep in force (and require your contractors to obtain and keep in force) the following insurance with a responsible insurance company or companies with waiver of all rights of contribution or subrogation against us.

(a) Public liability and property damage insurance, insuring against liabilities imposed by law or assumed hereunder for injury to or death of any person or persons (including, but without limitation, our employees) and for damage to or loss, or loss of use of, property (including, but without limitation, our property) with minimum limits as follows:

- (i) Bodily injury or death:
\$100,000 per person and \$300,000 for any one accident.
- (ii) Property damage:
\$100,000 per accident and
\$300,000 aggregate.

SOC 120769

DRES 0056

Barclay-Rollander-Garcia
December 15, 1965

2

damage or injury arising out of your work on said lands. While on said lands or in the vicinity thereof, you agree to observe and comply with all fire, safety, and other rules and regulations heretofore or hereafter imposed by or under authority of law or prescribed by us; and you shall be responsible for the observance thereof by all your employees, agents, contractors, and other persons on or in the vicinity of said lands at your request or with your permission (express or implied).

3. That you shall reimburse us for any and all injury, damage, expense and/or loss suffered by us, and agree to indemnify and hold us and said lands free and harmless of, from and against any and all claims, liens, suits and proceedings (hereinafter collectively referred to as "actions"), causes of action, and liabilities of whatsoever nature for damage to or loss, or loss of use of, any property and/or injury to or death of any persons (including, but without limitation, our and your employees and those of your contractors), directly or indirectly caused by or arising out of or resulting from or in any way connected with your entry or work on or in the vicinity of said lands or the disposition of wastes and residues removed therefrom, irrespective of any negligence of ours. You shall defend all such actions and pay all costs and expenses incidental thereto; but we shall have the right at our election to participate in the defense of any such action without relieving you of any obligation hereunder.

4. That you shall obtain and keep in force (and require your contractors to obtain and keep in force) the following insurance with a responsible insurance company or companies with waiver of all rights of contribution or subrogation against us.

(a) Public liability and property damage insurance, insuring against liabilities imposed by law or assumed hereunder for injury to or death of any person or persons (including, but without limitation, our employees) and for damage to or loss, or loss of use of, property (including, but without limitation, our property) with minimum limits as follows:

- (i) Bodily injury or death:
\$100,000 per person and \$300,000 for any one accident.
- (ii) Property damage:
\$100,000 per accident and
\$300,000 aggregate.

SOC 120769

DRES 0056

Barclay-Hollander-Curci
December 15, 1965

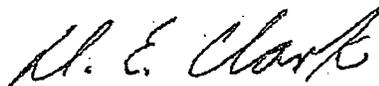
4

delivering the same to you in person. Any such notice mailed as aforesaid shall be deemed to have been received by you at the expiration of twenty-four (24) hours after the deposit of the same, properly addressed with postage fully prepaid, in the United States mail within the State of California.

Please evidence your confirmation of and agreement to the foregoing by signing and returning to us the enclosed carbon copy of this letter.

Yours very truly,

SHELL OIL COMPANY



D. E. Clark
Manager, Land Department

WBF:mfb

Attachment

CONFIRMED AND AGREED:

BARCLAY-HOLLANDER-CURCI



SOC 120771

DRES 0058

BARCLAY-HOLLANDER-CURCI
McCULLOCH BUILDING, INTERNATIONAL AIRPORT CENTER
6151 W. CENTURY BLVD., LOS ANGELES, CALIFORNIA 90045

December 28, 1965

SUITE 700
TELEPHONES
776-6580
670-9033

*P
12/28/65*

Shell Oil Company
1008 West Sixth Street
Los Angeles 54, California

Attn: Mr. Durland E. Clark, Jr.

Gentlemen:

Re: Lomita Property

I hereby nominate Lomita Development Co., a California partnership, as my nominee for the purchase of the property I am purchasing from Shell Oil Company pursuant to our agreement dated October 20, 1965, said property being part of Lot "B", German Settlement, in the Rancho San Pedro, consisting of approximately 44 acres.

Enclosed is a portion of the Partnership Agreement of Lomita Development Co. which reflects the various partners in this partnership and their respective interests.

Yours truly,

Richard Barclay
Richard Barclay

Enclosure

RB:cb

SOC 00071

DRES 0059

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT, entered into and effective between DEL CERRO SALES CO., a corporation, (hereinafter called DEL CERRO), BURWOOD LAND CO., a corporation, (hereinafter called BURWOOD), BYGROVE LAND CO., a corporation (hereinafter called BYGROVE) and EASTWOOD LAND CO., a corporation, (hereinafter called EASTWOOD).

The parties to this Agreement wish to constitute themselves a partnership for the purposes and upon the terms, covenants, and conditions hereinafter set forth.

1. NAME. The firm name of this partnership shall be LOMITA DEVELOPMENT CO.

2. PRINCIPAL PLACE OF BUSINESS. The principal place of business of the partnership shall be at 6151 West Century Boulevard, Suite 700, Los Angeles, California, or at such other place or places as the partners shall hereafter determine.

3. PURPOSE. The sole business of this partnership shall be the purchase, development and sale of certain real property in the County of Los Angeles, comprising approximately 43 acres for residential use (which real property is further described in Exhibit A which is attached hereto and made a part hereof) it being presently contemplated that the property developed for residential use will be sold.

4. TERM. The partnership shall commence as of the date of this Agreement and shall continue until the development and sale of all the land and improvements referred to in Paragraph 3 has been terminated and all installment obligations arising from the sale of said land have been fully collected, distributed to the partners, or otherwise disposed of, provided, however, that unless sooner terminated, the partnership shall, in any event terminate twenty-one (21) years from the date of this Agreement.

5. CAPITAL CONTRIBUTIONS. The capital contributions of the partners shall be as follows:

DEL CERRO shall contribute a cash sum equal in amount to 40% of such capital amounts as shall be determined and agreed to.

BURWOOD shall contribute a cash sum equal in amount to 20% of such capital amounts as shall be determined and agreed to.

BYGROVE shall contribute a cash sum equal in amount to 20% of such capital amounts as shall be determined and agreed to.

EASTWOOD shall contribute a cash sum equal in amount to 20% of such capital amounts as shall be determined and agreed to.

Any additional contributions shall be made in equal shares by each of the partners.

6. PROFIT AND LOSS DISTRIBUTION. The distribution of profits and losses of the partnership shall be divided as follows:

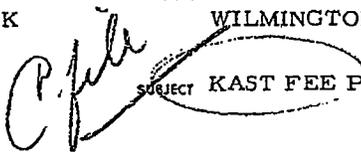
DEL CERRO - 40%
BURWOOD - 20%
BYGROVE - 20%
EASTWOOD - 20%

SOC 00072

DRES 0060

SHELL OIL COMPANY

DATE MAY 4, 1966

TO PACIFIC COAST AREA - LAND -
MANAGER, MR. D. E. CLARKFROM REFINERY MANAGER -
WILMINGTON REFINERY

 SUBJECT KAST FEE PROPERTY

This will acknowledge your memorandum of April 29, 1966, and a telephone call from your secretary on May 2, 1966, advising that she was going to telephone Mr. Barclay and, in turn, have him call me regarding the clean-up of the subject property.

Mr. Barclay called me on the telephone on May 2, 1966, and stated he had a Mr. Bach and another gentleman on the telephone with him. He asked if I could tell them what we wanted done at the Kast Property to satisfy our requirements. He never offered to visit the site with me as suggested in your memorandum.

Mr. Barclay was told by me that we wanted the property put in a safe condition. That this must include the following:

- 1) The roofs and all support timbers must be removed completely from reservoirs 5 and 7.
- 2) All oil and water must be removed from reservoir 7. Reservoir 5 is now clean.
- 3) All wooden debris and scrap lumber laying around should be removed from the site..

I told him I could not agree to any extension of the closing date until this work was completed. He then had the other gentlemen on the telephone do the talking. They said all of this work should be completed in the next thirty (30) days. They said the roof was off of reservoir 7. It is not off. It is still the same today as it was the day you and I visited the property; namely, it is a partial roof that extends around the entire perimeter.

In addition to the three items that are listed above, we also want two additional items completed before we agree to any extension of the purchase contract:

- 1) Fill in valve box pits that have not yet been filled, so they are level with the ground.
- 2) There are some concrete pieces adjacent and overhang the entryways that were cut in the walls of reservoirs 5 and 7 that should be knocked down to ground level.

SOC 120418

DRES 0061

PACIFIC COAST AREA - LAND -
MANAGER, MR. D. E. CLARK

-2-

MAY 4, 1966

As previously stated in our memorandum of April 14, 1966, we are opposed to any revision in the terms of payment. It should be cash in full. We suggest that no extension of the closing date be granted until the work indicated above is completed. Mr. Barclay's representatives said it should be done within thirty (30) days of May 2nd.

Mr. Barclay said he was going to write to you and confirm my telephone conversation with him.

I would appreciate your advising me before any agreements or revisions to agreements are finalized with Mr. Barclay.

E. A. Ballman

①

MAY 5 '66

RDK	JEM
WLF	M&O
H.	TITLE
R/W	JIGERT
RAC	OBIG.
RF.	OFFICE
FL.	CGR
JW LP	007 F

SOC 120419

DRES 0062

July 1, 1966

FILE MEMORANDUM:

KAST FEE

Mr. Pettigrew
Mr. Galt - File 1/16
7-6-66

Mr. A. S. Lehmann, Manager, Wilmington Refinery, called this morning to advise that he had made a field inspection of the Kast property and is generally satisfied with the work that has been done, except for the shallow layer of oil with imbedded lumber still remaining at the bottom of Reservoir No. 7. He stated that he had arranged with the representative of the buyer to commence only two shifts of guards on July 5. After July 15, if guards are necessary, the buyer will pick up 100 percent of the costs.

The above results in our extending the purchase option verbally until at least July 15. We do not propose to give any written extension until the cleanup work has been completed to the satisfaction of the Refinery Manager.

I confirmed the above facts with Richard Barclay and he is in agreement with the plan as set out above. He further informed me that they have been given the green light from Supervisor Chace (who held up the zoning variance earlier) and are proceeding with the application for rezoning immediately. He anticipates no difficulty this time. He stated also that their investment in the cleanup to date is of the order of \$200,000 and that they fully intend to go forward with the purchase. He understands that we have agreed to the partial extension because of the good-faith investment which the buyer has made.

D. E. Clark

D. E. CLARK

SOC 120415

DRES 0063

SHELL OIL COMPANY

DATE AUGUST 15, 1966

TO PACIFIC COAST AREA -
LAND DEPARTMENT - MANAGER (2)

FROM REFINERY MANAGER -
WILMINGTON REFINERY

SUBJECT KAST PROPERTY STATUS

*See May 11, 1966
memo to
E.M. Callaway*

We believe that Lomita Development Company has now reached the point in the demolition of the reservoirs at Kast Property so that we could safely discontinue guard service and turn the property over to them for further site preparation. All our minimum safety requirements have been met. The guards were discontinued effective 8 a.m. August 15, 1966.

All of the oil has been removed from the reservoirs, all roofs and supporting structure have been removed, and the timber hauled away. All the oil sumps and deep pits have been filled in. This leaves the property so there is almost nothing to burn and no chance of anyone falling in any kind of oil sump or pit.

A. S. Lehmann

A. S. LEHMANN

100-16-102

RDK	RFM
WUF	MCS
H.	TITLE
R/V.	INDEX
RAC	<i>[Signature]</i>
RF	OFFICE
F.	CGH
	<i>[Signature]</i>

SOC 120410

DRES 0064

Phone: 225-7272
775-8771

PACIFIC SOILS ENGINEERING, INC.

1402 West 240th Street
Harbor City, California 90710

October 12, 1967

Work Order 6164

Lomita Development Company
6151 West Century Boulevard
Suite 700
Los Angeles, California 90045

Re: Tract No. 28441, lots 61 - 100 inclusive in the County
of Los Angeles, California.

INTERIM SUPERVISED COMPACTION REPORT NO. IV

Submitted herewith is a supervised compaction report for fill
placed on the above referenced property.

Compaction test results are given in Table I. Locations of
tests are shown on the attached plan furnished this office by
E. L. Pearson and Associates.

Laboratory Standard: ASTM:D-1557-64T
Modified to 3 layers

<u>Soil Type</u>	<u>Optimum Moist. (%)</u>	<u>Max. Dry Density lbs/cu.ft.</u>
A - Dark brown clayey sand	10.0	124.5
B - Dark brown sand	7.5	120.3
C - Brown sand	12.6	122.3
D - Reddish-brown clayey sand	11.0	118.8

1. Prior to placement of compacted fill, vegetation and debris were removed and disposed of off the site. Where existing fills or soft compressible soils were encountered they were removed to firm natural ground.
2. Prior to placement of compacted fill in the reservoir, located in the southwest corner of the subject tract, trenches were punched through the concrete floor. The trenches were eight (8) inches in width and form annular rings radiating from the center at 15-foot intervals. Broken concrete, from the reservoir wall, was placed in the reservoir bottom. The concrete was thoroughly mixed

DRES 0065

COLA 000449

Page 2
Tract No. 28441
Lots 61 - 100 incl.
Interim No. IV

October 12, 1967
Work Order 6164

with soil, watered and compacted in place with a vibratory roller. The maximum thickness of the soil-concrete lift was one (1) foot and was restricted to the bottom one foot of the fill areas. The minimum cover of compacted fill over the concrete is seven (7) feet.

3. Pipe lines which were encountered were removed and the resulting excavations backfilled with compacted fill. The limits of certified fill, as shown on the attached map, includes only that fill placed within the referenced lots. Additional fill has been placed adjacent to the lots.

All compacted fill placed adjacent to the subject lots has been placed under the supervision of this firm and a supervised compaction report will be submitted when these fills are completed to final grade.

4. Fill material consisting of the above soil types was placed in lifts, watered when necessary, and compacted in place to a minimum of 90 percent of the laboratory standard. Each fill lift was treated in a like manner.
5. Compaction tests were taken in each one to two feet of fill placed. The maximum depth of fill is twelve (12) feet.
6. Recommended safe bearing value, including both dead and live loads is 1500 lbs/sq.ft. for continuous footings one foot wide and one foot in depth.
7. The sandy soils encountered on the referenced lots are non-expansive by both F.H.A. and Los Angeles County criteria.

This report is subject to review by the controlling authorities for the project.

Respectfully submitted,



DAVID A. DERING
R.C.E. 10106

Distr.: (4) addressee
(2) Dept. of County
Engineer
Lomita office

TLB:DAD/em

Phone: 525-7372
775-8771

PACIFIC SOILS ENGINEERING, INC.

1402 West 240th Street
Harbor City, California 90710

ENGINEER'S CERTIFICATE OF COMPLIANCE
FOR
COMPACTED EARTH FILLS

Re: Tract No. 28441, lots 61-63, 65-73, 77-84 and 87-100 incl.
in the County of Los Angeles, California.

SOIL TESTING AGENCY: Pacific Soils Engineering, Inc.
PROPERTY OWNER'S NAME: LOMITA DEVELOPMENT COMPANY
OWNER'S ADDRESS: 6151 West Century Boulevard
Suite 700
Los Angeles, California 90045

DATE WORK STARTED ON PROJECT: 2-9-66
DATE WORK WAS COMPLETED: (Interim report only - work not completed)
DATE OF THIS CERTIFICATE: 10-12-67

TO THE SUPERINTENDENT OF BUILDING:

*I hereby certify that I have personally inspected and tested the placing of compacted earth fill on the above described property, and on the basis of these inspections and tests it is my opinion that the same was placed in conformity with the requirements of the Los Angeles County Building Code.



CIVIL ENGINEER
California Certificate No. 10106

My address is: 1402 West 240th Street, Harbor City, California.

*For the purpose of this Certificate, to "have personally inspected and tested" shall include inspection and testing performed by any person or persons responsible to the licensed engineer signing this Certificate. Where the inspection and testing of all or part of the work above is delegated, full responsibility shall be assumed by the licensed engineer whose signature is affixed hereon.

DRES 0067

COLA 000451

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 Tract No. 28441
 Lots 61 - 100 incl.
 Interim No. IV

October 12, 1967
 Work Order 6164

TABLE I

Date of Test	Test No.	Lot No.	Elev. (ft.)	Moist. (%)	Unit Dry Wt. (pcf)	Rel. Comp. %	Soil Type
2-24-66	115	4	36	11.6	114.3	92	A
	116	14	36	10.6	120.4	97	A
2-25-66	117	5	37	11.9	113.3	91	A
	118	2	37	12.1	112.4	90	A
2-28-66	119	4	38	11.0	115.8	93	A
	120	103	38	10.0	113.7	91	A
3-1-66	121	5	39	10.9	116.8	94	A
	122	14	39	10.1	119.3	96	A
3-2-66	123	2	40	11.2	112.7	91	A
3-3-66	125	103	41	12.1	118.1	95	A
	126	3	41	10.2	114.9	92	A
3-4-66	127	4	42	8.3	112.1	90	A
3-5-66	129	14	42	11.6	112.0	90	A
	130	102	42	10.2	119.5	96	A
3-7-66	131	1	43	9.2	112.4	90	A
	132	6	43	10.6	116.9	94	A
3-8-66	133	13	43	11.9	120.6	97	A
	134	3	43	11.1	115.1	92	A
3-9-66	135	1	44	13.1	113.0	91	A
3-10-66	138	street	40	10.8	119.8	96	A
3-11-66	139	2	44	10.8	117.3	94	A
	140	4	44	9.2	113.9	92	A
3-12-66	141	5	44	10.4	118.7	95	A
	142	6	44	11.6	113.0	91	A
3-16-66	148	street	38	10.7	113.0	91	A
3-17-66	149	102	38	10.2	117.2	94	A
	150	street	40	12.1	112.1	90	A
3-18-66	151	103	40	12.0	113.3	91	A
3-18-66	152	102	37	10.3	116.8	94	A
9-29-66	154	61	35	11.0	119.0	96	A
	155	12	35	10.1	113.7	91	A
10-24-66	173	62	37	11.4	116.8	94	A
10-25-66	174	11	37	10.7	119.2	96	A
10-26-66	177	street	37	11.1	112.9	91	A

DRES 0068

PACIFIC SOILS ENGINEERING, INC.

COLA 000452

Page 5
 Tract No. 28441
 Lots 61 - 100 incl.
 Interim No. IV

October 12, 1967
 Work Order 6164

10-27-66	178	101	30	10.1	119.1	96	A
	179	101	32	10.4	120.1	97	A
	180	101	34	10.6	119.8	96	A
	181	101	36	9.9	124.1	100	A
10-27-66	182	101	38	10.9	117.3	97	B
	183	101	40	10.7	120.9	97	A
10-31-66	188	12	38	10.4	113.0	91	A
11-4-66	195	61	40	10.6	122.7	98	A
	198	11	40	10.4	115.9	93	A
3-10-67	316	12	42	11.1	123.4	99	B
	317	14	42	9.9	118.2	98	B
3-14-67	319	14	44	12.2	116.4	94	B
3-14-67	320	11	44	11.8	125.0	100+	B
	321	9	44	14.1	117.0	94	B
3-17-67	330	63	41	10.1	117.2	94	A
3-23-67	335	97	34	11.2	116.9	94	A
3-23-67	336	97	36	10.4	119.8	96	A
	337	97	38	9.8	115.8	93	A
	338	97	40	10.6	113.0	91	A
3-24-67	339	99	37	11.2	116.8	94	A
3-24-67	341	99	37	9.7	117.2	94	A
3-27-67	342	99	39	7.5	108.9	91	B
	343	99	41	10.2	112.5	90	A
3-29-67	344	96	40	11.8	118.9	95	A
5-27-67	359	street	33	8.9	116.4	94	A
	360	"	35	9.3	119.4	96	A
	361	"	37	11.1	120.8	97	A
	362	"	39	8.6	114.9	92	A
5-31-67	363	66	35	9.4	120.9	97	A
	364	94	35	13.2	108.3	90	B
	366	92	35	11.2	112.6	94	B
6-1-67	367	67	35	10.3	111.3	90	A
6-1-67	369	69	35	12.6	117.3	94	B
	370	street	35	10.9	121.5	100	A
6-2-67	373	91	35	10.9	118.8	95	A
6-5-67	374	71	35	12.6	111.9	90	A
6-5-67	376	72	35	10.4	118.8	95	A
	377	89	35	8.5	117.9	98	B
6-6-67	379	87	35	11.9	116.9	94	A
	383	73	36	8.2	110.8	92	B

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 Lots 61 - 100 incl.
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6-6-67	384	71	36	11.1	121.2	97	A
	385	69	36	10.4	117.0	94	A
6-8-67	386	67	36	10.9	125.6	100+	B
	389	street	38	10.4	116.6	93	A
6-8-67	390	101	38	9.3	120.2	97	A
6-9-67	393	street	40	10.7	119.0	96	A
	394	101	40	10.1	118.7	99	B
	396	89	36	13.0	117.4	98	B
6-9-67	397	street	36	9.8	114.9	92	A
	398	93	36	19.8	122.8	99	A
6-12-67	399	103	43	10.1	125.1	100+	D
	400	101	43	12.3	121.2	97	A
6-12-67	401	99	42	11.3	112.3	95	D
	402	97	42	12.4	118.3	95	A
6-13-67	405	88	37	16.3	118.1	97	C
	406	90	37	16.6	115.7	95	C
6-13-67	407	92	37	10.6	126.0	100+	A
	408	94	37	8.1	115.8	96	B
6-14-67	409	73	37	11.6	128.3	100+	A
	410	71	38	13.5	123.9	99	A
6-14-67	411	69	39	15.2	120.1	98	C
	412	67	39	14.3	121.4	99	C
6-15-67	416	39	39	8.3	121.2	97	A
	417	72	40	8.1	110.9	92	B
6-15-67	418	70	40	7.2	110.0	91	B
	419	68	41	10.4	116.5	94	A
6-16-67	420	66	41	9.1	117.7	94	A
	424	102	43	10.1	125.4	100+	A
6-16-67	425	100	43	9.1	109.9	91	B
	426	98	42	11.2	118.2	95	A
6-26-67	427	94	38	15.6	109.6	90	C
	428	92	38	13.5	124.4	99	C
6-26-67	429	90	38	13.6	114.4	94	C
	430	87	38	12.8	116.2	95	C
6-27-67	433	73	39	11.1	115.7	93	A
	434	93	42	10.2	118.8	96	A
6-27-67	435	91	41	12.0	113.7	91	A
6-28-67	436	90	40	11.2	121.2	97	A
	437	95	41	10.2	114.4	92	A
	438	88	39	10.8	116.6	96	A

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 Interim No. IV.

October 12, 1967
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6-29-67	439	77	29	11.3	112.9	94	B
	441	83	29	10.4	108.8	90	B
6-30-67	444	78	29	13.1	118.6	97	C
	445	82	29	15.3	114.2	93	C
7-5-67	449	80	29	18.0	119.2	97	C
7-7-67	453	83	31	13.1	115.2	93	A
	454	79	31	16.5	114.9	94	C
7-10-67	455	72	31	12.2	112.3	90	A
7-10-67	460	77	32	12.1	117.0	99	D
7-11-67	461	83	32	14.1	118.9	97	C
	465	79	32	13.8	114.1	95	B
	466	81	32	10.4	113.7	91	A
7-12-67	470	street	33	13.8	119.1	99	B
7-13-67	475	78	34	10.8	116.9	94	A
7-17-67	476	81	35	15.8	120.3	98	C
	479	82	35	11.1	119.9	96	A
7-18-67	480	80	35	11.2	112.2	90	A
7-19-67	484	80	37	14.2	118.8	97	C
7-20-67	488	77	38	11.9	113.4	91	A
9-6-67	506	80	31	11.0	112.0	90	A
9-6-67	508	80	33	11.4	114.8	92	A
9-7-67	512	80	34	10.5	115.7	93	A
9-26-67	513	81	36	7.7	120.0	100	B
	514	80	35	10.9	116.5	94	A
9-26-67	515	81	37	9.6	113.7	91	A
9-27-67	517	80	36	10.3	118.0	95	A
	518	80	37	11.1	114.7	92	A
	519	82	38	12.1	112.4	90	A
9-28-67	520	81	38	15.1	117.0	94	A
	521	80	38	10.1	119.1	96	A

Phone: 325-7272
775-6771

PACIFIC SOILS ENGINEERING, INC.

1402 West 240th Street
Harbor City, California 90710

March 1, 1968

Work Order 6164
Interim No. 5

UB

Tract
28441

Lomita Development Company
6151 West Century Boulevard
Suite 700
Los Angeles, California 90045

Re: Tract No. 28441, Lots 1-6, 11-14 and 101-103 inclusive
in the County of Los Angeles, California.

Gentlemen:

Submitted herewith is a soil engineering report for the
grading on the subject property.

Compaction test results are given in Table I. Locations of
tests are shown on the attached plan furnished this office by
E. L. Pearson and Associates.

Laboratory Standard: ASTM:D-1557-64T
Modified to 3 layers

<u>Soil Type</u>	<u>Optimum Moist. (%)</u>	<u>Max. Dry Density lbs/cu.ft.</u>
A - Dark brown clayey sand	10.0	124.5
B - Dark brown sand	7.5	120.3

1. Prior to placement of compacted fill, vegetation and debris were removed and disposed of off the site. Where existing fills or soft compressible soils were encountered they were removed to firm natural ground.
2. Prior to placement of compacted fill in the reservoir, located in the southwest corner of the subject tract, trenches were punched through the concrete floor. The trenches were eight (8) inches in width and form annular rings radiating from the center at 15-foot intervals. Broken concrete, from the reservoir wall, was placed in the reservoir bottom. The concrete was thoroughly mixed

DRES 0072

COLA 000485

with soil, watered and compacted in place with a vibratory roller. The maximum thickness of the soil-concrete lift was one (1) foot and was restricted to the bottom one foot of the fill areas. The minimum cover of compacted fill over the concrete is seven (7) feet.

3. Pipe lines which were encountered were removed and the resulting excavations backfilled with compacted fill. The limits of certified fill, as shown on the attached map, includes only that fill placed within the referenced lots. Additional fill has been placed adjacent to the lots.

All compacted fill placed adjacent to the subject lots has been placed under the supervision of this firm and a supervised compaction report was submitted.

4. Fill material consisting of the above soil types was placed in lifts, watered when necessary, and compacted in place to a minimum of 90 percent of the laboratory standard. Each fill lift was treated in a like manner.
5. Compaction tests were taken in each one to two feet of fill placed. The maximum depth of fill is twelve (12) feet.
6. Recommended safe bearing value, including both dead and live loads is 1500 lbs/sq.ft. for continuous footings one foot wide and one foot in depth.
7. The sandy soils encountered on the referenced lots are non-expansive by both F.H.A. and Los Angeles County criteria.

This report is subject to review by the controlling authorities for the project.

Respectfully submitted,



DAVID A. DERING
Civil Engineer

Distr.: (6) Addressee
Attn: Steve Barclay

MB
TB:DAD/jd

DRES 0073

Phone: 325-7272
775-6771

PACIFIC SOILS ENGINEERING, INC.

1402 West 240th Street
Harbor City, California 90710

ENGINEER'S CERTIFICATE OF COMPLIANCE
FOR
COMPACTED EARTH FILLS

Re: Tract No. 28441, Lots 1-16, 11-14 and 101-103 inclusive
in the County of Los Angeles, California

SOIL TESTING AGENCY: PACIFIC SOILS ENGINEERING, INC.

PROPERTY OWNER'S NAME: Lomita Development Company

OWNER'S ADDRESS: 6151 West Century Boulevard
Suite 700
Los Angeles, California 90045

DATE WORK STARTED ON PROJECT: 2-9-66

DATE WORK WAS COMPLETED: 6-16-67

DATE OF THIS CERTIFICATE: 3-1-68

TO THE SUPERINTENDENT OF BUILDING:

*I hereby certify that I have personally inspected and tested the placing of compacted earth fill on the above described property, and on the basis of these inspections and tests it is my opinion that the same was placed in conformity with the requirements of the County of Los Angeles Building Code.



CIVIL ENGINEER
California Certificate No. 10106

My address is: 1402 West 240th Street, Harbor City, California.

*For the purpose of this Certificate, to "have personally inspected and tested" shall include inspection and testing performed by any person or persons responsible to the licensed engineer signing this certificate. Where the inspection and testing of all or part of the work above is delegated, full responsibility shall be assumed by the licensed engineer whose signature is affixed thereon.

DRES 0074

COLA 000487

TABLE I

Date of Test	Test No.	Lot No.	Elev.	Moist. (%)	Unit Dry Wt. (pcf)	Relative Compaction %	Soil Type
2-24-66	115	4	36	11.6	114.3	92	A
	116	14	36	10.6	120.4	97	A
2-25-66	117	5	37	11.9	113.3	91	A
	118	2	37	12.1	112.4	90	A
2-28-66	119	4	38	11.0	115.8	93	A
	120	103	38	10.0	113.7	91	A
3-1-66	121	5	39	10.9	116.8	94	A
	122	14	39	10.1	119.3	96	A
3-2-66	123	2	40	11.2	112.7	91	A
3-3-66	125	103	41	12.1	118.1	95	A
	126	3	41	10.2	114.9	92	A
3-4-66	127	4	42	8.3	112.1	90	A
3-5-66	129	14	42	11.6	112.0	90	A
	130	102	42	10.2	119.5	96	A
3-7-66	131	1	43	9.2	112.4	90	A
	132	6	43	10.6	116.9	94	A
3-8-66	133	13	43	11.9	120.6	97	A
	134	3	43	11.1	115.1	92	A
3-9-66	135	1	44	13.1	113.0	91	A
3-11-66	139	2	44	10.8	117.3	94	A
3-11-66	140	4	44	9.2	113.9	92	A
3-12-66	141	5	44	10.4	118.7	95	A
	142	6	44	11.6	113.0	91	A
3-17-66	149	102	38	10.2	117.2	94	A
3-18-66	151	103	40	12.0	113.3	91	A
	152	102	37	10.3	116.8	94	A
10-27-66	178	101	30	10.1	119.1	96	A
10-27-66	179	101	32	10.4	120.1	97	A
	180	101	34	10.6	119.8	96	A
	181	101	36	9.9	124.1	100	A
	182	101	38	10.9	117.3	97	B
10-27-66	183	101	40	10.7	120.9	97	A
10-31-66	188	12	38	10.4	113.0	91	A
11-4-66	198	11	40	10.4	115.9	93	A
3-10-67	316	12	42	11.1	123.4	99	B

March 1, 1968
Work Order 6164
Interim No. 5

Page 5

3-10-67	317	14	42	9.9	118.2	98	B
3-14-67	319	14	44	12.2	116.4	94	B
	320	11	44	11.8	125.0	100	B
6-8-67	390	101	38	9.3	120.2	97	A
6-9-67	394	101	40	10.1	118.7	99	B
6-12-67	399	103	43	10.1	124.5	100	A
	400	101	43	12.3	121.2	97	A
6-16-67	424	102	43	10.1	125.4	100	A

DRES 0076

PACIFIC SOILS ENGINEERING, INC.

COLA 000489

Phone: 334-2222
715-0771

PACIFIC SOILS ENGINEERING, INC.

1402 West 240th Street
Harbor City, California 90710

October 19, 1967

Work Order 6164

Lomita Development Co.
6151 West Centura Blvd.
Suite 700
Los Angeles, California 90045

APPROVED -
SUBMIT AS BUILT
w/ REPORT AT
COMPLETION

Subject: Concrete disposal, Tract No. 28564 in the
County of Los Angeles, California.

WMB
10/24/67

Gentlemen:

Submitted herewith at your request are our comments relative to your proposed plan for burying concrete on the subject tract. The concrete has been generated during the removal of the oil reservoirs.

The concrete consists mainly of column pedestals varying in size from 2 ft. x 2 ft. x 2 ft. to 3 ft. x 3 ft. x 4 ft.

The proposal is acceptable to this firm provided that the concrete is treated in the following matter.

1. All concrete should be placed in the area shown on the attached map.
2. The concrete shall be placed in one layer and in a strip approximately 12 feet wide. Soil should be compacted on both sides of the strip and brought up to the top of the concrete. The more granular soils

DRES 0077

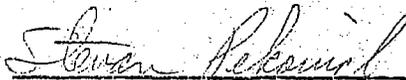
COLA 000329

on the site should then be placed on the concrete and flooded to fill the voids. The concrete should then be vibrated by a vibrating roller until it is assured that no voids exist. The regular fill placement can then be resumed.

3. A minimum of seven (7) feet of soil should be placed over the concrete. It appears however that the depths will probably be from nine to eleven feet.

This report is subject to review by the controlling authorities for the project.

Respectfully submitted,



STEVAN PEROVICH
R.C.E. 14744

Distr.: (4) addressee

(2) Dept. of County Engineer
Lomita office

SP/em

DRES 0078

PACIFIC SOILS ENGINEERING, INC.

COLA 000330

Phone: 325-7272
775-6771

PACIFIC SOILS ENGINEERING, INC.

1402 West 240th Street
Harbor City, California 90710

January 7, 1966

Work Order 6164

Lomita Development Co.
6151 West Century Blvd.
Suite 700
Los Angeles, California

Subject: Preliminary soils investigation on Tract No.
24836 in the County of Los Angeles, California.

Gentlemen:

Submitted herewith at your request are the results of a preliminary soils investigation on Tract 24836 in the County of Los Angeles, California. The report includes the results of the field investigation and recommendations for developing the parcel of property located west of Island Avenue, east of Main Street and north of Lomita Boulevard. Plates A-1 through A-4, the grading plans prepared by E. L. Pearson and Associates, shows the property layout and gives a legal description in part.

Present Site Conditions:

The existing structures on the subject tract were constructed prior to 1930 and consist of three large oil reservoirs and their attendant berms. The earthen walls of the reservoir are generally about fifteen feet in height and have a slope ratio of 1-1/2:1. The bottom and sides of the reservoir are lined with a four inch blanket of reinforced concrete. The reservoirs are nearly 30 feet deep and are covered by wooden roofs. Work is underway at the present time to waste from the site the water and sludge present in the reservoirs.

Earthen berms ranging in height from ten to fifteen feet have been constructed between the reservoirs and around the exterior boundaries of the tract.

DRES 0079

COLA 000188

Due to the low permeability of the surface soils, water tends to pond in the topographically low areas of the tract. An old sump, reported to be only three feet in depth, has been approximately located on Plate A-2. In addition, large underground pipes and conduits are to be found throughout the tract.

Field Investigation:

Eight (8) 24-inch diameter borings were made with a rotary bucket drill rig to depths ranging from 21 to 35 feet. Boring locations are indicated on Plates A-1 through A-4, and the Logs of Borings are presented on pages 5 thru 7. In addition, several cuts were made in the earth berms thereby allowing the material to be classified.

Discussion:

Relatively uniform soil conditions were encountered in the test borings and may be expected to exist over the subject property. Except for Borings 1 and 2 the surface soil ranges from clayey sand to silty sand. These soils are in a dense state and are suitable for foundation purposes.

The surface soils encountered in Borings 1 and 2 are lean clays in a soft, saturated state. Similar soils can be expected to exist in the northwest corner of the tract due to the presence of an old watercourse as disclosed by aerial photographs taken prior to construction of the reservoirs. In their present state these materials are unsuitable for foundation purposes.

Clean, dense fine to medium sands were found to underlie the surface soils at a depth ranging from 10 to 15 feet. The moisture content of the soils encountered decreased with depth and no ground water was observed.

The soils encountered on the tract are non-expansive by both Los Angeles County and FHA criteria.

In order to develop the property it will be necessary to fill in the reservoirs and flatten the existing berms. The concrete lining of the reservoirs may either be wasted from the site or buried in the fill. If the concrete bottoms are

left in place the concrete should be broken so as not to impede the percolation of subsurface water. All remaining pipes and conduits which would affect construction should be removed from the site.

Conclusions and Recommendations:

Based upon the results of the field investigation the following conclusions and recommendations are presented:

1. Generally the surface soils encountered will be suitable for foundation purposes. Soft, compressible materials such as those encountered in Borings 1 and 2 should be processed and compacted to a depth of four feet. The resulting material should have a minimum relative compaction of 90 percent according to Los Angeles County Standards. *entirely removed.*
2. All sludge and water remaining in the reservoirs shall be wasted from the site.
3. The wooden structures covering the reservoirs should be demolished and wasted from the site. *Demolition permitted.*
4. All concrete shall be wasted from the site or buried deep enough in the fill so as not to interfere with future construction. The technique for placing the concrete should be as follows. (a) break up in place the bottom slabs sufficiently to allow drainage, (b) place one foot of clean compacted fill over the broken slab, (c) place cut side wall panels flat on compacted fill surface. The placing of the concrete shall be such that the finished surface of the placed concrete shall not be more than six inches above the compacted fill. Place compacted fill over the top of these slabs. No concrete shall be placed within 4 feet from the final finished grade. *4*
5. All pipes and conduits affecting construction shall be removed and wasted from the site.
6. The soils encountered on the tract are non-expansive and if expansive soil is not imported no special reinforcement of footings and slabs will be required.

January 7, 1966
Work Order 6164

7. A bearing capacity of 1500 lbs/sq.ft. is recommended for structures founded in compacted fill or firm natural ground to a depth of one foot.

This report is subject to review by the controlling authorities for the project.

Respectfully submitted,



DAVID A. DERING
Civil Engineer

Distr. (6) addressee

AZ:DAD/em

DRES 0082

LOGS OF BORINGS

<u>Boring No.</u>	<u>Depth (ft.)</u>	<u>Classification</u>
1	0.0- 1.0	Black asphalt and gravel.
	1.0- 5.0	Dark gray lean clay, saturated, plastic.
	5.0-10.0	Gray brown silty sand, moist, moderately dense.
	10.0-13.0	Blue-gray clayey sand, moist, moderately dense.
	13.0-24.0	Gray fine to medium clean sand, moist, dense.
2	0.0- 4.0	Dark brown lean clay, moist, tight.
	4.0- 7.0	Light brown clayey sand, moist, soft.
	7.0- 9.0	Light brown silty sand, moist, moderately dense.
	9.0-15.0	Gray-brown sandy clay, moist, moderately tight.
	15.0-24.0	Tan medium to fine clean sand, moist, dense.
3	0.0- 3.0	Reddish-brown silty sand, damp, dense.
	3.0-10.0	Reddish-brown clayey sand, damp, tight.
	10.0-28.0	Brown fine to medium clean sand, moist, dense; sea shells between 10.0 and 15.0 feet.

4	0.0- 6.0	Reddish-brown clayey sand, moist, dense.
	6.0-10.0	Light brown fine to medium sand and sea shells, moist, dense.
	10.0-13.0	Light brown silty sand, moist, dense.
	13.0-24.0	Tan fine to medium clean sand, moist, dense; end of boring at 24.0 feet due to caving of drier sand.
5	0.0-10.0	Reddish-brown silty sand, moist, dense, hard.
	10.0-15.0	Tan fine sand grading to silty sand at 12.0 feet, little moisture, dense.
	15.0-30.0	Tan fine clean sand, little moisture, dense.
6	0.0- 6.0	Reddish-brown silty sand, moist, dense.
	6.0-10.0	Tan fine clean sand, moist, moderately dense; sea shells between 6.0 and 8.0 feet.
	10.0-14.0	Gray lean clay, moist, tight.
	14.0-35.0	Gray fine to medium clean sand, moist, dense.
7	0.0- 2.0	Asphalt and sand.
	2.0-10.0	FILL: Reddish-brown silty sand, wet, moderately dense.
	10.0-17.0	Dark gray sandy silt, wet, moderately dense.
	17.0-23.0	Dark gray silty sand, wet, moderately dense.

DRES 0084

7-cont'd.	23.0-27.0	Blue-gray silt, moist, dense.
	27.0-33.0	Gray fine clean sand, moist, dense.
8	0.0- 9.0	Reddish-brown silty sand.
	9.0-13.0	Tan medium clean sand, moist, moderately dense; sea shells between 10.0 and 13.0 feet.
	13.0-16.0	Gray-brown silty sand, damp, moderately; grades to gray silt at 16.0 feet.
	16.0-21.0	Tan fine to medium clean sand, damp, moderately dense.

SHELL OIL COMPANY

TO AREA LAND MANAGER
PACIFIC COAST AREA
MR. D. E. CLARK

DATE APRIL 14, 1966
FROM REFINERY MANAGER
WILMINGTON REFINERY
SUBJECT KAST FEE PROPERTY

APR 18 '66	
ROK	JEN
WLT	M&O
H.S.	TITLE ②
R/W	DIGEST
RAC	OBJG.
RFN	OFFICE
FL	CGR
F. LOW LF	607

This is further to your letter of April 6, 1966, with attachments and our discussion of April 12, 1966.

In earlier correspondence the prospective purchaser, Barclay-Hollander-Curci, (their letter of December 1, 1965) stated that they would proceed with site clearance in three phases. Our written agreement, we thought, covered only phase 1. They actually proceeded with all three phases simultaneously, and now have not finished any one of them.

The current status is very briefly as follows:

Reservoir 6 - empty - clean - all roof and support timbers cleaned up - and walls partially removed by grading.

Reservoir - 5 - Empty and clean, but roof and support timbers essential intact. Roofing paper removed from roof. Hole in center of roof and some holes around perimeter.

Reservoir 7 - oil, water, and timbers in bottom, partial roof around perimeter.

It is our understanding that removal of oil and water from reservoir 7 will continue, but nothing is being done to remove the roofs and timbers from reservoirs 5 and 7. All grading has stopped.

We are continuing to pay for guard service at the rate of \$252.00 per week.

Insofar as the proposals outlined in Barclay-Hollander-Curci letter of April 4, 1966 are concerned, we would like to proceed along the following lines:

1) Make no change in the present closing date of July 1, 1966 until we can get written agreement with the prospective purchaser that by some specific date in the very near future he will complete the removal of all oil, roofs and timbers from reservoirs 5 and 7. We do not consider these to be in a safe condition in their present state.

SOC 120420

DRES 0086

KAST FEE PROPERTY

2

2) When item 1 above is complete, we feel it will be safe to remove the guard service as our fence is still intact.

3) If we can get satisfactory agreement on item 1, we would agree to the extension of closing date to October 1, 1966.

4) We are opposed to any revision in the terms of payment. We would want cash in full on closing, and no releases.

5) It would be highly desirable to clean up the debris that has been left along the Lomita frontage inside the fence. It is not very attractive at best, and people still look at this as Shell property.

We would appreciate your views if they differ from ours. As we discussed, you will review this in full with Area Legal and keep us informed of any developments.



E. A. Ballman

SOC 120421

DRES 0087

SHELL OIL COMPANY

DATE AUGUST 15, 1966
 TO PACIFIC COAST AREA - LAND DEPARTMENT - MANAGER (2)
 FROM REFINERY MANAGER - WILMINGTON REFINERY
 SUBJECT KAST PROPERTY STATUS

1115-3276

We believe that Lomita Development Company has now reached the point in the demolition of the reservoirs at Kast Property so that we could safely discontinue guard service and turn the property over to them for further site preparation. All our minimum safety requirements have been met. The guards were discontinued effective 8 a. m. August 15, 1966.

All of the oil has been removed from the reservoirs, all roofs and supporting structure have been removed, and the timber hauled away. All the oil sumps and deep pits have been filled in. This leaves the property so there is almost nothing to burn and no chance of anyone falling in any kind of oil sump or pit.

(cc) A. S. LEHMANN

A. S. LEHMANN

SOC 120411

DRES 0088

Phone: 325-7272
775-6771

PACIFIC SOILS ENGINEERING, INC.
1402 West 240th Street
Harbor City, California 90710

January 31, 1966

Work Order 6164

Lomita Development Co.
6151 West Century Blvd.
Suite 700
Los Angeles, California

Subject: Concrete burial - Tract No. 24936 in the
County of Los Angeles, California.

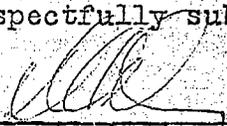
References: 1. Preliminary Soil Report dated Jan. 7, 1966.
2. Addendum Soil Report dated Jan. 27, 1966.

Gentlemen:

At the request of the Building and Safety Division of Los Angeles County the following is submitted relative to stability of fill containing buried concrete.

It is considered that provided the concrete is buried in accordance to conditions outlined in the above referenced reports the resulting building sites will be free of structural hazards. Further at the request of the County the placement of concrete will be limited to one layer which will be a minimum of seven feet below finished grade.

Respectfully submitted,



DAVID A. DERING
Civil Engineer

Distr.: (6) addressee

DAD/em

DRES 0089

COLA 000162

Phone: 825-7272
775-3771

PACIFIC SOILS ENGINEERING, INC.

1402 West 240th Street
Harbor City, California 90710

August 8, 1967

Work Order 6164

Lomita Development Company
6151 West Century Boulevard
Suite 700
Los Angeles, California 90045

Re: Tract No. 28441, lots 15 - 60 inclusive in the County
of Los Angeles, California.

INTERIM SUPERVISED COMPACTION REPORT NO. II

Submitted herewith is a supervised compaction report for fill
placed on the above referenced property.

Compaction test results are given in Table I. Locations of
tests are shown on the attached plan.

Laboratory Standard: ASTM:D-1557-64T
Modified to 3 layers

<u>Soil Type</u>	<u>Optimum Moist. (%)</u>	<u>Max.Dry Density lbs/cu.ft.</u>
A - Dark brown clayey sand	10.0	124.5
B - Dark brown sand	7.5	120.3
C - Brown sand	12.6	122.3
D - Reddish-brown clayey sand	11.0	118.8

1. Prior to placement of compacted fill, vegetation and debris were removed and disposed of off the site. Where existing fills or soft compressible soils were encountered they were removed to firm natural ground.
2. Prior to placement of compacted fill in the reservoir, located in the southwest corner of the subject tract, trenches were punched through the concrete floor. The trenches were eight (8) inches in width and form annular rings radiating from the center at 15-foot intervals. Broken concrete, from the reservoir wall, was placed in the reservoir bottom. The concrete was thoroughly mixed

DRES 0090

REPORT NO 2

COLA 000463

with soil, watered and compacted in-place with a vibratory roller. The maximum thickness of the soil-concrete lift was one (1) foot and was restricted to the bottom one foot of the fill areas. The minimum cover of compacted fill over the concrete is nine (9) feet.

3. Pipe lines which were encountered were removed and the resulting excavations backfilled with compacted fill. The limits of certified fill, as shown on the attached map, includes only that fill placed within the referenced lots. Additional fill has been placed adjacent to the lots.

All compacted fill placed adjacent to the subject lots has been placed under the supervision of this firm and a supervised compaction report will be submitted when these fills are completed to final grade.

4. Fill material consisting of the above soil types was placed in lifts, watered when necessary, and compacted in-place to a minimum of 90% of the laboratory standard. Each fill lift was treated in a like manner.
5. Compaction tests were taken in each one to two feet of fill placed. The maximum depth of fill is 12 feet.
6. Recommended safe bearing value, including both dead and live loads is 1500 lbs/sq.ft. for continuous footings one foot wide and one foot in depth.
7. The sandy soils encountered on the referenced lots are non-expansive by both F.H.A. and Los Angeles County criteria.

This report is subject to review by the controlling authorities for the project.

Respectfully submitted,



DAVID A. DERING
Civil Engineer

Distr.: (4) addressee
(2) Dept. of County Engineer
Lomita office

TE:DAD/em

PACIFIC SOILS ENGINEERING, INC.

DRES 0091

COLA 000464

Phone: 325-7373
775-6771

PACIFIC SOILS ENGINEERING, INC.

1402 West 240th Street
Harbor City, California 90710

ENGINEER'S CERTIFICATE OF COMPLIANCE
FOR
COMPACTED EARTH FILLS

Re: Tract No. 28441, lots 15-24, 27-34, 37-44, 49-56 and 58-60
inclusive in the County of Los Angeles, California.

SOIL TESTING AGENCY: Pacific Soils Engineering, Inc.
PROPERTY OWNER'S NAME: LOMITA DEVELOPMENT COMPANY
OWNER'S ADDRESS: 6151 West Century Blvd.
Suite 700
Los Angeles, California

DATE WORK STARTED ON PROJECT: 2-9-66
DATE WORK WAS COMPLETED: (Interim report only - job not completed)
DATE OF THIS CERTIFICATE: 8-8-67

TO THE SUPERINTENDENT OF BUILDING:

*I hereby certify that I have personally inspected and tested the placing of compacted earth fill on the above described property, and on the basis of these inspections and tests it is my opinion that the same was placed in conformity with the requirements of the Los Angeles County Building Code.



CIVIL ENGINEER
California Certificate No. 10106

My address is: 1402 West 240th Street, Harbor City, California.

*For the purpose of this Certificate, to "have personally inspected and tested" shall include inspection and testing performed by any person or persons responsible to the licensed engineer signing this Certificate. Where the inspection and testing of all or part of the work above is delegated, full responsibility shall be assumed by the licensed engineer whose signature is affixed thereon.

DRES 0092

COLA 000465

TABLE I

Date of Test	Test No.	Lot No.	Elev. (ft.)	Moist. (%)	Unit Dry Wt. (pcf)	Rel. Comp. %	Soil Type
9-28-66	153	16	35	9.6	115.3	93	A
9-29-66	156	59	35	10.4	121.1	97	A
9-30-66	158	18	35	11.1	113.2	91	A
	159	58	35	12.2	115.4	93	A
10-3-66	160	street	35	10.0	118.5	95	A
10-13-66	167	street	35	11.4	115.4	93	A
	168	22	35	10.0	119.1	96	A
	169	20	35	10.7	117.2	94	A
10-14-66	170	23	35	11.2	113.6	91	A
	171	21	35	9.6	111.1	92	B
10-24-66	172	16	37	10.8	113.4	91	A
10-25-66	175	59	37	11.5	113.3	91	A
10-26-66	176	street	37	9.8	119.4	96	A
10-28-66	185	24	37	10.4	118.0	95	A
	186	21	37	8.1	110.2	92	B
10-31-66	189	street	38	9.1	112.6	94	B
10-31-66	190	58	38	10.5	119.7	96	A
11-1-66	191	street	38	16.0	117.0	94	A
	192	19	38	12.5	120.4	97	A
11-4-66	196	17	40	11.0	118.1	95	A
1-16-67	201	20	36	10.6	121.8	98	A
1-27-67	233	20	37	9.6	121.0	97	A
	234	21	37	11.1	114.3	92	A
2-3-67	244	34	37	10.9	122.4	98	A
2-3-67	245	street	37	8.6	117.8	95	A
2-10-67	255	33	39	16.1	122.0	98	A
	258	31	39	11.8	118.2	95	A
2-11-67	262	32	41	10.6	113.2	91	A
3-2-67	295	23	38	12.9	117.0	94	A
	296	20	38	13.3	115.7	96	B
3-3-67	299	24	40	11.4	113.0	91	A
	300	21	40	10.6	114.7	92	A
3-6-67	301	street	40	9.7	116.2	93	A
	302	20	40	10.2	114.8	92	A
3-8-67	307	28	38	21.1	108.5	92	D
	308	27	40	11.2	116.8	94	A

DRES 0093

3-8-67	309	24	42	10.6	117.2	94	A
	310	22	42	10.8	114.3	92	A
3-9-67	314	20	42	10.6	122.4	98	A
3-10-67	318	19	40	11.7	119.8	96	A
3-14-67	322	18	42	13.0	122.0	97	A
3-15-67	323	60	42	10.0	116.6	93	B
	324	16	42	10.9	117.6	94	B
	325	22	43	11.6	122.3	98	B
3-15-67	326	20	43	9.4	119.2	96	B
3-17-67	327	17	43	20.4	108.0	91	D
	328	19	43	12.2	121.2	97	A
	329	60	43	10.7	115.8	93	A
3-18-67	331	29	41	9.8	114.5	92	A
	332	27	42	9.0	120.0	96	A
3-22-67	333	31	41	10.9	120.7	97	A
	334	33	41	11.2	117.2	94	A
3-29-67	345	55	41	11.3	114.6	92	A
6-1-67	368	52	35	11.1	117.0	94	A
6-2-67	375	51	35	8.1	112.9	91	A
6-6-67	380	53	36	13.0	121.6	98	A
6-6-67	381	51	36	8.3	121.4	97	A
	382	50	36	11.3	119.3	96	A
6-14-67	413	54	40	9.2	125.5	100+	C
	414	50	40	10.3	117.9	95	A
6-14-67	415	52	40	11.1	119.7	96	A
6-16-67	421	53	42	16.8	118.2	95	A
	422	51	42	14.6	118.1	95	A
	423	49	41	10.6	125.7	100+	A
6-29-67	440	44	29	9.3	115.8	96	B
6-30-67	442	38	29	17.2	117.7	96	C
	443	43	29	10.2	115.9	96	B
7-5-67	450	39	29	13.5	112.2	94	D
7-10-67	456	40	31	14.5	116.1	95	C
7-11-67	462	38	32	9.6	110.7	92	D
	464	41	32	11.1	112.9	95	D
7-12-67	469	43	33	19.2	114.4	95	B
7-13-67	473	39	34	11.6	113.2	91	A
	474	41	34	12.1	118.7	95	A
7-18-67	481	39	35	9.8	113.3	94	B
7-19-67	485	43	37	13.0	109.2	92	D

DRES 0094

7-19-67	487	40	36	10.2	119.3	99	B
7-20-67	489	43	38	12.6	118.5	95	A
	490	41	38	10.1	113.1	94	B
	491	38	38	12.5	115.5	97	D
7-21-67	492	40	38	10.8	117.5	94	A
	493	42	40	14.1	113.0	92	C
	494	43	39	15.2	119.8	98	C
7-27-67	495	38	39	12.0	119.4	96	A
7-27-67	496	39	40	11.3	117.2	94	A
7-28-67	497	41	40	11.4	115.5	93	A
	498	40	39	10.9	118.3	95	A

Phone: 325-7272
775-6771

PACIFIC SOILS ENGINEERING, INC.

1402 West 240th Street
Harbor City, California 90710

July 31, 1967

Work Order 6164

Lomita Development Company
6151 West Century Blvd.
Suite 700
Los Angeles, California 90045

Re: Tract No. 28441, Lots 7-10 inclusive in the County
of Los Angeles, California.

INTERIM SUPERVISED COMPACTION REPORT NO. I

Submitted herewith is a supervised compaction report for fill placed on the above referenced property.

Compaction test results are given in Table I. Locations of tests are shown on the attached plan.

Laboratory Standard: ASTM:D-1557-64T
Modified to 3 layers

<u>Soil Type</u>	<u>Optimum Moist. (%)</u>	<u>Max. Dry Density lbs/cu.ft.</u>
A - Dark brown clayey sand	10.0	124.5
B - Dark brown sand	7.5	120.3

1. Prior to placement of compacted fill, vegetation and debris were removed and disposed of off the site. Where existing fills or soft compressible soils were encountered they were removed to firm natural ground.
2. Prior to placement of compacted fill in the reservoir, located in the southwest corner of the subject tract, trenches were punched through the concrete floor. The trenches were eight (8) inches in width and form annular rings radiating from the center at 15-foot intervals. Broken concrete, from the reservoir wall, was placed in the reservoir bottom. The concrete was thoroughly mixed with soil, watered and compacted in-place with a vibratory roller. The maximum thickness of the soil-concrete lift was one (1) foot and was restricted to

DRES 0096

COLA 000445

the bottom one foot of the fill areas. The minimum cover of compacted fill over the concrete is nine (9) feet.

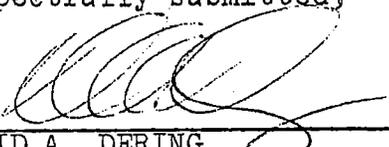
3. Pipe lines which were encountered were removed and the resulting excavations backfilled with compacted fill. The limits of certified fill, as shown on the attached map, includes only that fill placed within the referenced lots. Additional fill has been placed adjacent to the lots.

All compacted fill placed adjacent to the subject lots has been placed under the supervision of this firm and a supervised compaction report will be submitted when these fills are completed to final grade.

4. Fill material consisting of the above soil types was placed in lifts watered when necessary, and compacted in-place to a minimum of 90% of the laboratory standard. Each fill lift was treated in a like manner.
5. Compaction tests were taken in each one to two feet of fill placed. The maximum depth of fill is 10 feet.
6. Recommended safe bearing value, including both dead and live loads is 1500 lbs/sq.ft. for continuous footings one foot wide and one foot in depth.
7. The sandy soils encountered on the referenced lots are non-expansive by both F.H.A. and Los Angeles County criteria.

This report is subject to review by the controlling authorities for the project.

Respectfully submitted,



DAVID A. DERING
Civil Engineer

Distr.: (4) Addressee
(2) County of Los Angeles
Lomita Office

TB:DAD/jd

DRES 0097

Phone: 325-7272
775-6771

PACIFIC SOILS ENGINEERING, INC.

1402 West 240th Street
Harbor City, California 90710

ENGINEER'S CERTIFICATE OF COMPLIANCE
FOR
COMPACTED EARTH FILLS

Re: Tract No. 28441, Lots 7-10 inclusive in the County of
Los Angeles, California.

SOIL TESTING AGENCY: Pacific Soils Engineering, Inc.

PROPERTY OWNER'S NAME: LOMITA DEVELOPMENT COMPANY

OWNER'S ADDRESS: 6151 West Century Boulevard
Suite 700
Los Angeles, California

DATE WORK STARTED ON PROJECT: 2-9-66

DATE WORK WAS COMPLETED: (Interim report only - job not completed)

DATE OF THIS CERTIFICATE: 7-31-67

TO THE SUPERINTENDENT OF BUILDING:

*I hereby certify that I have personally inspected and tested the placing of compacted earth fill on the above described property, and on the basis of these inspections and tests it is my opinion that the same was placed in conformity with the requirements of the Los Angeles County Building Code.


CIVIL ENGINEER
California Certificate No. 10106

My address is: 1402 West 240th Street, Harbor City, California.

*For the purpose of this Certificate, to "have personally inspected and tested" shall include inspection and testing performed by any person or persons responsible to the licensed engineer signing this certificate. Where the inspection and testing of all or part of the work above is delegated, full responsibility shall be assumed by the licensed engineer whose signature is affixed thereon.

DRES 0098

COLA 000447

TABLE I

<u>Date of Test</u>	<u>Test No.</u>	<u>Lot No.</u>	<u>Elev.</u>	<u>Moisture (%)</u>	<u>Unit Dry Wt.(pcf)</u>	<u>Relative Compaction%</u>	<u>Soil Type</u>
3-2-66	124	7	40	10.0	117.1	94	A
3-9-66	136	8	42	11.0	112.4	91	A
3-15-66	146	7	44	10.0	115.9	93	A
3-16-66	147	8	44	11.8	116.6	94	A
9-29-66	157	10	35	11.1	113.2	91	A
10-4-66	161	9	35	8.6	109.5	91	B
1-16-67	200	9	36	11.2	119.0	96	A
3-6-67	303	9	40	8.1	115.1	96	B
3-10-67	315	10	42	11.4	125.7	100	B
3-14-67	321	9	45	14.6	117.0	94	A
6-12-67	391	10	45	10.0	113.9	91	A

Phone: 325-7272
775-6771

PACIFIC SOILS ENGINEERING, Inc.

1402 West 240th Street
Harbor City, California 90710

ENGINEER'S CERTIFICATE OF COMPLIANCE
FOR
COMPACTED EARTH FILLS

Re: Tract No. 28441, lots 61-63, 65-73, 77-84 and 87-100 incl.
in the County of Los Angeles, California.

SOIL TESTING AGENCY: Pacific Soils Engineering, Inc.
PROPERTY OWNER'S NAME: LOMITA DEVELOPMENT COMPANY
OWNER'S ADDRESS: 6151 West Century Boulevard
Suite 700
Los Angeles, California 90045

DATE WORK STARTED ON PROJECT: 2-9-66
DATE WORK WAS COMPLETED: (Interim report only - work not completed)
DATE OF THIS CERTIFICATE: 10-12-67

TO THE SUPERINTENDENT OF BUILDING:

*I hereby certify that I have personally inspected and tested the placing of compacted earth fill on the above described property, and on the basis of these inspections and tests it is my opinion that the same was placed in conformity with the requirements of the Los Angeles County Building Code.



CIVIL ENGINEER
California Certificate No. 10106

My address is: 1402 West 240th Street, Harbor City, California.

*For the purpose of this Certificate, to "have personally inspected and tested" shall include inspection and testing performed by any person or persons responsible to the licensed engineer signing this Certificate. Where the inspection and testing of all or part of the work above is delegated, full responsibility shall be assumed by the licensed engineer whose signature is affixed hereon.

DRES 0100

COLA 000458

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 Tract No. 28441
 Lots 61 - 100 incl.
 Interim No. IV

October 12, 1967
 Work Order 6164

TABLE I

Date of Test	Test No.	Lot No.	Elev. (ft.)	Moist. (%)	Unit Dry Wt. (pcf)	Rel. Comp. %	Soil Type
2-24-66	115	4	36	11.6	114.3	92	A
	116	14	36	10.6	120.4	97	A
2-25-66	117	5	37	11.9	113.3	91	A
	118	2	37	12.1	112.4	90	A
2-26-66	119	4	38	11.0	115.8	93	A
	120	103	38	10.0	113.7	91	A
3-1-66	121	5	39	10.9	116.8	94	A
	122	14	39	10.1	119.3	96	A
3-2-66	123	2	40	11.2	112.7	91	A
3-3-66	125	103	41	12.1	118.1	95	A
	126	3	41	10.2	114.9	92	A
3-4-66	127	4	42	8.3	112.1	90	A
3-5-66	129	14	42	11.6	112.0	90	A
	130	102	42	10.2	119.5	96	A
3-7-66	131	1	43	9.2	112.4	90	A
	132	6	43	10.6	116.9	94	A
3-8-66	133	13	43	11.9	120.6	97	A
	134	3	43	11.1	115.1	92	A
3-9-66	135	1	44	13.1	113.0	91	A
3-10-66	138	street	40	10.8	119.8	96	A
3-11-66	139	2	44	10.8	117.3	94	A
	140	4	44	9.2	113.9	92	A
3-12-66	141	5	44	10.4	118.7	95	A
	142	6	44	11.6	113.0	91	A
3-16-66	148	street	38	10.7	113.0	91	A
3-17-66	149	102	38	10.2	117.2	94	A
	150	street	40	12.1	112.1	90	A
3-18-66	151	103	40	12.0	113.3	91	A
3-18-66	152	102	37	10.3	116.8	94	A
9-29-66	154	61	35	11.0	119.0	96	A
	155	12	35	10.1	113.7	91	A
10-24-66	173	62	37	11.4	116.8	94	A
10-25-66	174	11	37	10.7	119.2	96	A
10-26-66	177	street	37	11.1	112.9	91	A

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 Interim No. IV

October 12, 1967
 Work Order 6164

10-27-66	178	101	30	10.1	119.1	96	A
	179	101	32	10.4	120.1	97	A
	180	101	34	10.6	119.8	96	A
	181	101	36	9.9	124.1	100	A
10-27-66	182	101	38	10.9	117.3	97	B
	183	101	40	10.7	120.9	97	A
10-31-66	188	12	38	10.4	113.0	91	A
11-4-66	195	61	40	10.6	122.7	98	A
	198	11	40	10.4	115.9	93	A
3-10-67	316	12	42	11.1	123.4	99	B
	317	14	42	9.9	118.2	98	B
3-14-67	319	14	44	12.2	116.4	94	B
3-14-67	320	11	44	11.8	125.0	100+	B
	321	9	44	11.1	117.0	94	B
3-17-67	330	63	41	10.1	117.2	94	A
3-23-67	335	97	34	11.2	116.9	94	A
3-23-67	336	97	36	10.4	119.8	96	A
	337	97	38	9.8	115.8	93	A
	338	97	40	10.6	113.0	91	A
3-24-67	339	99	37	11.2	116.8	94	A
3-24-67	341	99	37	9.7	117.2	94	A
3-27-67	342	99	39	7.5	108.9	91	B
	343	99	41	10.2	112.5	90	A
3-29-67	344	96	40	11.8	118.9	95	A
5-27-67	359	street	33	8.9	116.4	94	A
	360	"	35	9.3	119.4	96	A
	361	"	37	11.1	120.8	97	A
	362	"	39	8.6	114.9	92	A
5-31-67	363	66	35	9.4	120.9	97	A
	364	94	35	13.2	108.3	90	B
	366	92	35	11.2	112.6	94	B
6-1-67	367	67	35	10.3	111.3	90	A
6-1-67	369	69	35	12.6	117.3	94	B
	370	street	35	10.9	121.5	100	A
6-2-67	373	91	35	10.9	118.8	95	A
6-5-67	374	71	35	12.6	111.9	90	A
6-5-67	376	72	35	10.4	118.8	95	A
	377	89	35	8.5	117.9	98	B
6-6-67	379	87	35	11.9	116.9	94	A
	383	73	36	8.2	110.8	92	B

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 Tract No. 28441
 Lots 61 - 100 incl.
 Interim No. IV

October 12, 1967
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6-6-67	384	71	36	11.1	121.2	97	A
	385	69	36	10.4	117.0	94	A
6-8-67	386	67	36	10.9	125.6	100+	B
	389	street	38	10.4	116.6	93	A
6-8-67	390	101	38	9.3	120.2	97	A
6-9-67	393	street	40	10.7	119.0	96	A
	394	101	40	10.1	118.7	99	B
	396	89	36	13.0	117.4	98	B
6-9-67	397	street	36	9.8	114.9	92	A
	398	93	36	19.8	122.8	99	A
6-12-67	399	103	43	10.1	125.1	100+	D
	400	101	43	12.3	121.2	97	A
6-12-67	401	99	42	11.3	112.3	95	D
	402	97	42	12.4	118.3	95	A
6-13-67	405	88	37	16.3	118.1	97	C
	406	90	37	16.6	115.7	95	C
6-13-67	407	92	37	10.6	126.0	100+	A
	408	94	37	8.1	115.8	96	B
6-14-67	409	73	37	11.6	128.3	100+	A
	410	71	38	13.5	123.9	99	A
6-14-67	411	69	39	15.2	120.1	98	C
	412	67	39	14.3	121.4	99	C
6-15-67	416	39	39	8.3	121.2	97	A
	417	72	40	8.1	110.9	92	B
6-15-67	418	70	40	7.2	110.0	91	B
	419	68	41	10.4	116.5	94	A
6-16-67	420	66	41	9.1	117.7	94	A
	424	102	43	10.1	125.4	100+	A
6-16-67	425	100	43	9.1	109.9	91	B
	426	98	42	11.2	118.2	95	A
6-26-67	427	94	38	15.6	109.6	90	C
	428	92	38	13.5	124.4	99	C
6-26-67	429	90	38	13.6	114.4	94	C
	430	87	38	12.8	116.2	95	C
6-27-67	433	73	39	11.1	115.7	93	A
	434	93	42	10.2	118.8	96	A
6-27-67	435	91	41	12.0	113.7	91	A
6-28-67	436	90	40	11.2	121.2	97	A
	437	95	41	10.2	114.4	92	A
	438	88	39	10.8	116.6	96	A

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 Interim No. IV.

October 12, 1967
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6-29-67	439	77	29	11.3	112.9	94	B
	441	83	29	10.4	108.8	90	B
6-30-67	444	78	29	13.1	118.6	97	C
	445	82	29	15.3	114.2	93	C
7-5-67	449	80	29	18.0	119.2	97	C
7-7-67	453	83	31	13.1	115.2	93	A
	454	79	31	16.5	114.9	94	C
7-10-67	455	72	31	12.2	112.3	90	A
7-10-67	460	77	32	12.1	117.0	99	D
7-11-67	461	83	32	14.1	118.9	97	C
	465	79	32	13.8	114.1	95	B
	466	81	32	10.4	113.7	91	A
7-12-67	470	street	33	13.8	119.1	99	B
7-13-67	475	78	34	10.8	116.9	94	A
7-17-67	476	81	35	15.8	120.3	98	C
	479	82	35	11.1	119.9	96	A
7-18-67	480	80	35	11.2	112.2	90	A
7-19-67	484	80	37	14.2	118.8	97	C
7-20-67	488	77	38	11.9	113.4	91	A
9-6-67	506	80	31	11.0	112.0	90	A
9-6-67	508	80	33	11.4	114.8	92	A
9-7-67	512	80	34	10.5	115.7	93	A
9-26-67	513	81	36	7.7	120.0	100	B
	514	80	35	10.9	116.5	94	A
9-26-67	515	81	37	9.6	113.7	91	A
9-27-67	517	80	36	10.3	118.0	95	A
	518	80	37	11.1	114.7	92	A
	519	82	38	12.1	112.4	90	A
9-28-67	520	81	38	15.1	117.0	94	A
	521	80	38	10.1	119.1	96	A

LOS ANGELES COUNTY

LETTERGRAM

To Mr. Bill Berg From Eugene J Zeller Date 7-2-66
D.O. #12

Subject Grading P.C. 1011. No.
This site of this grading will eventually be a subdivision.
Extensive concrete will be placed in the pit. (See Notes 27-30
& reports). Please contact me when concrete is to be
placed in pit.

The permit can be issued upon completion of the following:

1. Performance Bond (\$32,500)
2. Submit Owner's acknowledgment

3. " Raising Season Requirement form

Gene

RECHECK - Tomita Blvd & Island Ave.

1. See Correction Sheet attached:

Items outstanding - ~~#2~~, ~~#3~~, ~~#5~~, #4, #6

~~#2~~ Delete reference to T.N. 24836 on vicinity map.

~~#3~~ Call out the proposed use of the site on the plans. Use must conform to Zoning Ordinance's Corset Note #19 on plans.

~~#4~~ Review of Pacific Hills reports dated Jan. 7 & Jan 27, 1966:

a. A letter report is required from the soils engineer stating that the fill with the concrete placed as recommended will provide a safe building site free of structural hazards. The report shall also specify that the concrete walls placed over the concrete slab shall be in one layer only.

~~#5~~ The concrete placement in the fill is approved under the following conditions:

- a. The concrete slabs shall be rolled with heavy equipment or otherwise treated so as to break the slabs for drainage and compaction.
- b. A called inspection is required for concrete placement.

~~#6~~ The grading

c. No concrete shall be placed in the fills within 7' of finish grade.

~~#7~~ The grading plan shall indicate all procedures for placing concrete in fill. Clearly identify those areas of concrete that will be required to be removed because of its proximity to finish grade. Zeller 1-28-66.

INDICATE IN THIS SPACE ON WHAT SHEET OR PAGE CORRECTIONS ARE MADE

Berg *Lomita* *RECEIVED* *5/11*
THE REGIONAL PLANNING COMMISSION - COUNTY OF LOS ANGELES
SUBDIVISIONS AND HIGHWAYS DIVISION

March 9, 1966

B & S DIST. Z

Tract No. 24836
(Map dated January 21, 1966)

7

25
D-2

Messrs. George Schiner and Dave Johnson were present at the Committee meeting when discussion concerned street improvements, drainage, zoning and access to the property on the west. The Subdivision Committee recommended to the Regional Planning Commission that a future street be required to the west; however, in the Commission's action, this condition was eliminated in order to protect the existing industrial uses.

The conditions for the preparation of a final map, as recommended by the Subdivision Committee and approved by the Regional Planning Commission at its meeting of February 23, 1966, are as follows:

1. This approval expires on August 23, 1967. If the final map is not to be recorded prior to the expiration date, the subdivider must apply in writing to the Regional Planning Commission at least 40 days before the above date for an extension of this approval.

DESIGN

2. Provide sufficient area and widths for all lots to conform with the requirements of Zone Exception Case No. 8001.

The Regional Planning Commission approved this tract with lot sizes ~~as recommended in Zoning Case No. 5047~~ and as approved in Zone Exception Case No. 8001. Recordation of the final maps is contingent upon the ordinance changing this zone becoming effective, or the Regional Planning Commission granting an exception to the existing zone to permit the proposed residential use.

3. Provide the necessary facilities and easements to eliminate the note of flood hazard from the final map of all lots in this tract to the satisfaction of the County Engineer.
4. When a final map is submitted, the Regional Planning Commission will recommend to the Board of Supervisors that street widths be modified to permit widths of 52 feet, 48 feet and 46 feet as shown on the tentative map in accordance with Section 6 of the Subdivision Ordinance. The Commission finds that because of the type of development proposed and because these reduced rights-of-way will have improvements in excess of those required by the Subdivision Ordinance, this modification is within the spirit and purpose of the subdivision laws.
5. Dedicate, if not already dedicated, the necessary right-of-way for the following highways to provide the indicated widths from the latest County Engineer's approved center lines: 50 feet for Lomita Boulevard.
6. Dedicate complete access rights from Lomita Boulevard directly to abutting lots.
7. As agreed, construct a free standing masonry wall, not less than five feet high, along and within one foot (1') of the rear and sides of lots abutting Lomita Boulevard, along the west tract boundary and between the setbacks of lots 132 and 133 at the southerly end of "D" Street. Construct a 5 foot high chain link fence along the railroad right-of-way, with design standards comparable with D-65 (Wall) standards.

(7. Continued)

Prior to submitting final maps, submit to the Regional Planning Commission a copy of the approved grading plan for final determination of the design of this structure.

In all cases where grading or natural conditions result in the lot pad or building site elevations being above the elevation of the abutting highway, the required wall shall be retaining to the elevation of the pad but need not exceed 3 foot vertical height. A chain link fence not less than 3 feet in height shall be constructed on top of the required wall. Total structure is to be not less than 5 feet in height.

If the fence or wall is to be constructed subsequent to the recordation of this tract, file a faithful performance bond and agreement with the County Engineer, Design Division, insuring its construction prior to sale of lots or occupancy of homes constructed thereon. The penal sum of the bond shall be determined by the County Engineer.

8. Provide at least 35 feet of frontage and approximately radial lot lines for all lots fronting on the knuckles. Permission is granted to revise knuckles and lots per Study No. 28-24836-B in lieu of this requirement.
9. Provide street lights and sidewalks throughout the tract in accordance with the requirements of the Subdivision Ordinance except that sidewalks are only required along the northerly portion of Lomita Boulevard easterly of Lagoon Street.

Where sidewalks are adjacent to the curb they shall be 5 feet wide and in this case, the street lights and fire hydrants shall be placed outside the sidewalk area.
10. The Regional Planning Commission approved the area adjacent to lot 215 as a future street in accordance with Section 56 of the Subdivision Ordinance.
11. Provide 40 feet between curbs within the 52 foot rights-of-way, 36 feet within the 48 foot rights-of-way, and 34 feet within the 46 foot rights-of-way. Prior to recordation, execute a Future Interest Road Deed for an additional 6 feet of right-of-way adjacent to all reduced rights-of-way.
12. As agreed, provide a six foot wide planting easement over the future additional right-of-way mentioned above with the provision that this easement will be subordinated to the road easement when these areas are accepted as public streets.
13. Permission is granted to reface lots 1 to 4, inclusive, to front on "A" Street (249th Street) and to shift the intersection of this street southerly at "C" Street approximately 65 feet.

ROAD DEPARTMENT

14. a. Comply with the Road Department's requirements regarding street and drainage improvements and easements needed for street drainage.
- b. Easements shall not be granted or recorded within rights-of-way proposed to be deeded or dedicated for public streets, until after the tract is recorded, unless such easements are subordinated to the road easement by certification on the title sheet of the final map.

(14. Continued)

- c. Align center lines of all streets without jogs at intersections.
- d. Design streets to have minimum center line curve radii which will provide center line curves of 100 feet minimum length, or to the satisfaction of the Road Department.

COUNTY ENGINEER - DESIGN DIVISION

15. "The property in and adjacent to the drainage courses traversing and bordering this tract is subject to flood hazard.

The property is subject to sheet overflow and ponding of local storm waters.

Approval pertaining to local drainage is subject to the following requirements:

- 1. Provide appropriate drainage facilities to remove the flood hazard from all lots and dedicate the necessary easements.

No building permits will be issued for lots subject to flood hazard until adequate drainage facilities protecting those lots are operable as determined by the County Engineer.
- 2. Provide for contributory drainage from adjoining properties.
- 3. No building permits will be issued unless the sheet overflow and ponding are eliminated or the floors of the buildings are elevated with no openings in the foundation walls to at least 12 inches above the finished grade.
- 4. Submit to the Design Division of the County Engineer two signed grading plans. All grading must conform to the requirements of Chapter 70, Ordinance No. 2225, Los Angeles County Building Code. Submit one copy of the road plans."

COUNTY ENGINEER - SANITATION DIVISION

16. "Approval of this tract is contingent upon the installation and dedication of local sewers to serve the subdivision.

Easements are tentatively required, subject to review by the County Engineer to determine the final locations and requirements.

The subdivider shall consult the Sanitation Division of the Department of County Engineer to determine the sewer design requirements."

COUNTY ENGINEER - WATERWORKS & UTILITIES DIVISION

17. "1. All lots shall be served by an adequate size water system.
- 2. The water mains shall be of sufficient size to accommodate the total domestic and fire flows. The domestic flows shall be in accordance with the County Water Ordinance, Ordinance No. 7834; fire flows shall be determined by the County Forester and Fire Warden under the provisions of the County Water Ordinance.
 - 3. Plans and specifications for the water mains shall be submitted for approval to the Waterworks and Utilities Division, Department of County Engineer, at the time the final tract map is submitted for checking.

(17. Continued)

4. Approval for recordation of this tract is contingent upon approval of plans and specifications mentioned above, and upon compliance with Section 215 or 215.1 of the Los Angeles County Subdivision Ordinance relating to "Faithful Performance Bonds." For details of procedure to be used, contact the Waterworks and Utilities Division, Department of County Engineer.
5. The specifications shall include a certificate from a water utility stating that the proposed system can be operated by the water utility and that the system will in every respect meet the requirements of the County Water Ordinance; or other evidence satisfactory to the County Engineer showing that the proposed system can be operated by a water utility and that adequate water can be supplied to said system in accordance with said ordinance."

COUNTY ENGINEER - BUILDING & SAFETY DIVISION

18. "1. A grading permit for property encompassed by this subdivision has been issued. This permit provides for the disposal of concrete slabs, previously existing at this site as walls and floors of the oil sumps, within the compacted fill. As a condition of this permit, no concrete is permitted within seven (7) feet of the finish grade.
2. Submit and obtain approval for a grading plan for the grading of all lots within this subdivision prior to recordation. The grading shall indicate the elevations and locations of all buried concrete and the finish pad elevations. These elevations shall indicate a minimum cover of seven (7) foot is provided over the concrete.
3. If tentative approval of the subdivision map is granted upon the condition that a zone change be obtained, the ordinance granting such change in zone must be adopted by the Board of Supervisors, or the Regional Planning Commission granting an exception to permit the proposed use, prior to issuance of grading and building permits.
4. Prior to recordation, submit a soils engineer's report on the expansive properties of soils on all building sites in in the proposed subdivision. Such report shall be supported by sufficient test data to justify the findings. If expansive soils are found to exist at locations and depths likely to affect future structures, the report shall include specific recommendations for resisting the effects of differential movement of soils supporting structures. Soils compacted to a minimum of 90% of the optimum density and exhibiting a swell of more than 3% from air dry to saturation under a surcharge loading of 60 pounds per square foot shall be considered expansive soils.
5. It is recommended that the information contained in this conditional approval be forwarded to the State Real Estate Commissioner for inclusion in his report."

DEPARTMENT OF PARKS AND RECREATION

19. "All existing trees, if any, to be removed from street R/W's to be dedicated or dedicated R/W's, and no planting to be done except upon approval of this Department.

It is recommended that roadside trees be planted. Please contact the Roadside Tree Division of the Los Angeles County Department of Parks and Recreation, 155 W. Washington Blvd., or telephone 749-6911, extension #535 for the necessary permit and specifications."

FLOOD CONTROL DISTRICT

- 20. "It is our opinion that the subdivision is not subject to a flood hazard from a major channel or stream under the Flood Control District's jurisdiction. Refer to the flood hazard report from the office of the County Engineer, Design Division.

This District's right(s) of way should be correctly shown and labeled on the final map of the subdivision. The owners or developers should dedicate as an easement, to the Los Angeles County Flood Control District, those portions of the subdivision ownership lying within this District's proposed right(s) of way for Storm Drain Bond Issue Project No. 690. Information and data relative to said right(s) of way may be obtained from this District's Right of Way Engineering Division."

HEALTH DEPARTMENT

- 21. "Approved on the condition that sanitary sewers be installed and used as the method of sewage disposal.

The owner's statement indicates that water for the tract will be furnished by Dominguez Water Company."

THE REGIONAL PLANNING COMMISSION
Milton Breivogel, Director of Planning

Frederick J. Barlow, Division Chief
Subdivisions and Highways Division

FJB:RHC:mn

cc: E. L. Pearson & Associates
Lomita Development Company
Subdivision Committee
Real Estate Commissioner
FH:
V:

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 28441 Locality Lomita & Neptune
Owner Lomita Development Co. Permit No. 5695

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. 1, 2, 3, 4, 5, 6, 7, 11, 12, 13, 14

Remarks lots 1-7, equipment making scrippin cuts across lots, Lots 11-14 excavations due to wall const. of rear of plots. All lots to be backfilled against.

Engineer Thomas P. Walker (Signature) Reg. No. 9757 Date Feb 23, 1968

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

DEPARTMENT USE ONLY: Fract No. 28441 Permit No. 5695 Date 4/24/67

Report approved by W. BEER Title SUB BLDG ENG. INSPE Date 2/6/68

Items approved:

A---Lot Numbers 3-7, 11-14, INCL.

B---Lot Numbers _____

C---Lot Numbers _____

Soils Report Dated _____ Approved by _____ Date _____

Remarks BEHIND ASL UNCOMPACTED SOIL STOCK PILE

UNCOMPACTED FILL MATERIALS REMOVED LOTS 1 & 2 APPROVED 11/168 COOK
7165

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

100 4101

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. Tu 2849-1 Locality _____

Owner Lomita Development Company Permit No. 5695

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(1) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. 3-6, 11-14 and 101-103 inclusive

See report dated March 1, 1968 for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (none) (NO) LOT NOS. _____

BUTTRESS FILLS (none) (NO) LOT NOS. _____

Remarks _____

Engineer [Signature] Reg. No. 10106 Date 3-1-68
(Signature)

BY SUPERVISING GRADING ENGINEER

(2) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

FINAL GRADING CERTIFICATION

(3) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

DEPARTMENT USE ONLY: Tract No. 2849-1 Permit No. 5695 Date 4/24/67

Report approved by W. BERT Title Sr. Bldg. Eng. Insp. Date 3/6/68

Items approved:

A---Lot Numbers 3-6, 11-14 & 101-103 incl.

B---Lot Numbers _____

C---Lot Numbers _____

Soils Report Dated _____ Approved by _____ Date _____

Remarks 3/6/68 - REVIEW ALL UNCOMPLETED STAKE PLAC
MARKED ON LOTS 1 & 2 - NOT APPROVED W.B.B.

7/65

APR 11 1968

WJ

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 28441 Locality Lomita Blvd (Lanson)
Owner Lanson Homes - Lomita Division Permit No. _____

ROUGH GRADING CERTIFICATION
 BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.
LOT NOS. _____
See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.
EXPANSIVE SOILS (YES) (NO) LOT NOS. _____
BUTTRESS FILLS (YES) (NO) LOT NOS. _____
Remarks _____
Engineer _____ (Signature) Reg. No. _____ Date _____

BY SUPERVISING GRADING ENGINEER
(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.
LOT NOS. _____
Remarks _____
Engineer _____ (Signature) Reg. No. _____ Date _____

FINAL GRADING CERTIFICATION
(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.
LOT NOS. 61-70
Remarks Trenches & Holes For Footings to Parapets & Privacy Fences on all lots
Engineer Thomas P. Plante (Signature) Reg. No. 9257 Date 4-9-68

DEPARTMENT USE ONLY: Tract No. 28441 Permit No. 5695 Date 4-24-67
Report approved by W. B. BORG Title SR. BLDG. ENGINEER Date 4-26-68

Items approved:
 A---Lot Numbers _____
 B---Lot Numbers _____
 C---Lot Numbers 61-70 INCL.

Soils Report Dated _____ Approved by _____ Date _____
Remarks CONDITIONS AS SHOWN IN PERMITS & STILL EXIST
4/17/68 WJ

10

113

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 28441 Locality Land # Main (Kern)
Owner Land Development Co. Permit No. _____

- ROUGH GRADING CERTIFICATION
 BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

- BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

- FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 76-80 incl. 71-75 incl.

Remarks _____

Engineer James C. Clark (Signature) Reg. No. 9757 Date 4-23-68

DEPARTMENT USE ONLY: Tract No. 28441 Permit No. 5695 Date 4-24-67
Report approved by W. B. R. H. Title Sr. BLDG. ENGR. INSP. Date 4-26-68

- Items approved:
- A---Lot Numbers _____
- B---Lot Numbers _____
- C---Lot Numbers 76-80 INCL & 71-75 INCL.

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

Billising

OFFICE OF THE SURVEYOR
DEPARTMENT OF COUNTY ENGINEER,
BUILDING AND SAFETY DIVISION

10/12/67

015

APPROVED GRADING INSPECTION CHECK SHEET
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. Tract No. 28441 Locality Carson

Owner Lorinda Development Company Permit No. 5695

FINAL GRADING INSPECTION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 701.0. I further certify that where the report or reports of an engineering geologist or geologists on this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. 61 thru 100

See report dated Oct 12 1967 for completion test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (NO) LOT NOS. _____

SUBMERSE FILLS (NO) LOT NOS. _____

Remarks _____

Engineer [Signature] Reg. No. 10106 Date 10/13/67

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; drains installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. 61 thru 100

Remarks _____

Engineer [Signature] Reg. No. 6759 Date 10-13-67

FINAL GRADING INSPECTION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____

DEPARTMENT USE ONLY: Tract No. 28441 Permit No. 5695 Date 10-24-67

Report approved by W. BERG Title SR. BLDG. ENG. INSP Date 10-25-67

Items approved:

1--Lot markers 61 thru 100

2--Lot markers 61 thru 100

____ 3--Lot markers _____

Final Report Date 10-12-67 approved by W. BERG Date 10-25-67

Remarks _____

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 24441 Locality Level 4 No. 1 Ave
Owner South Coast Lumber Co Permit No. 5695

ROUGH GRADING CERTIFICATION
 BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7070. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____
See Report dated 8/8/67 for compaction test data, recommended allowable soil bearing values and other special recommendations.
EXPANSIVE SOILS (YES) (NO) LOT NOS. _____
BUTRESS FILLS (YES) (NO) LOT NOS. _____
Remarks _____
Engineer [Signature] Reg. No. 10100 Date 8/8/67
(Signature)

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. 15 thru 60
Remarks _____
Engineer [Signature] Reg. No. 9757 Date 8-2-67
(Signature)

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. _____
Remarks _____
Engineer _____ Reg. No. _____ Date _____
(Signature)

DEPARTMENT USE ONLY: Tract No. 24441 Permit No. 5695 Date 8/24/67
Report approved by W. BERG Title SR. BLDG ENG. INSP Date 8/14/67

Items approved:
 A---Lot Numbers 15 thru 60
 B---Lot Numbers 15 thru 60
 C---Lot Numbers _____

Soils Report Dated 8/8/67 Approved by W. BERG Date 8/19/67
Remarks _____

1006164

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

20 OK
8/2/67
WJ

Job Address or Tract No. 28441 Locality Leimert & Napue
Owner Leimert 1200 Permit No. _____

- ROUGH GRADING CERTIFICATION
- BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. 7, 8, 9 & 10

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer [Signature] Reg. No. 10106 Date 7/27/67
(Signature)

- BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. 7-8, 1-11

Remarks _____

Engineer [Signature] Reg. No. 1757 Date 8/2/67
(Signature)

- FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

DEPARTMENT USE ONLY: Tract No. 28441 Permit No. 5695 Date 8/2/67
Report approved by W. BERG Title SO BLDG FVA WSP Date 8/2/67

- Items approved:
- A---Lot Numbers 7, 8, 9 & 10
 - B---Lot Numbers 7, 8, 9 & 10
 - C---Lot Numbers _____

Soils Report Dated 7/2/67 Approved by W. BERG Date 8/3/67

Remarks _____

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

WB

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 28441 Locality Lomita & Naples
Owner Lomita Development Permit No. 5695

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 93 thro 100

Remarks _____

Engineer Thomas C. Clarke Reg. No. 9757 Date 8-25-68
(Signature)

DEPARTMENT USE ONLY: Tract No. 28441 Permit No. 5695 Date 4/24/67
Report approved by WBerg Title SE BLDG ENG INSP Date 3/26/68

Items approved:

A---Lot Numbers _____

B---Lot Numbers _____

C---Lot Numbers 93 THRU 100

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

W.B.

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 28441 Locality Lamita & Neptune
Owner Lamita Development Co. Permit No. 5695

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 71 thru 90

Remarks _____

Engineer Thomas J. [Signature] Reg. No. 9757 Date 4-1-68
(Signature)

DEPARTMENT USE ONLY: Tract No. 28441 Permit No. 5695 Date 4/24/68
Report approved by W. BERG Title SR. BLDG. ENGR. INSP. Date 4-2/68

Items approved:

A--- Lot Numbers _____

B--- Lot Numbers _____

C--- Lot Numbers 71 THRU 90

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

WLB

Job Address or Tract No. 28441 Locality LOMITA BLVD E WILKINSON AVE
Owner LOMITA DEVELOPMENT CO. Permit No. 5695

- ROUGH GRADING CERTIFICATION
 BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____
See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.
EXPANSIVE SOILS (YES) (NO) LOT NOS. _____
BUTRESS FILLS (YES) (NO) LOT NOS. _____
Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

- BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____
Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

- FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 6, 7, 11 & 12
Remarks _____

Engineer Thomas C. Blalock (Signature) Reg. No. 9757 Date JUNE 13-68

DEPARTMENT USE ONLY: Tract No. 28441 Permit No. 5695 Date 6/14/68
Report approved by W. BERT Title SE BULK BULK INSPE Date 6-14-68

- Items approved:
 A---Lot Numbers _____
 B---Lot Numbers _____
 C---Lot Numbers 6, 7, 11 & 12

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

Mr. Coleman W. Jenkins
Supt. of Building
Bldg. & Safety Division

Lynette Office

Date 4-25-67

DESIGN DIVISION
TRACT NO. 28441

- () 1. Lots _____ will be subject to sheet overflow. Floors to be elevated 12 inches.
- () 2. Lots _____ will be subject to flood hazard until Private Drain No. _____ is operable. Withhold building permits until released by the Regional Engineer.
- () 3. Lots _____ will be subject to flood hazard until the drainage facilities provided for on the grading plan are operable. Withhold building permits until released by the Regional Engineer.
- (X) 4. No special drainage requirements.
- () 5. Five-foot chain link fence according to County Engineer Standard required along _____
- (X) 6. Five-foot concrete block wall according to County Engineer Standard required along _____ and within 1' of rear and side of lot abutting _____ block.
- () 7. No fence or wall is required.
- (X) 8. Upon completion of the wall or fence please sign below, detach and return to Design Division
- (X) 9. Others:
Five-foot concrete block wall according to County Engineer Standard along and within 1' of the rear of lot 103 (originally numbered lot 24).

By S.T.
Design Division

Design Division

Attention: Mr. S. Iguchi

The (fence) (wall) for Tract No. _____ has been completed in a satisfactory manner.

District Engineer

Date _____

Revised 10/65

DRES 0122

OFFICE OF COUNTY ENGINEER
LOS ANGELES, CALIFORNIA

Superintendent of Building
Building & Safety Division
108 West Second Street
Los Angeles, California 90012

Date _____

File No. _____

Attention: Grading Section

In accordance with your request we have reviewed the grading plans
for)Plan Check No. 5868), (Tract No. 28441)

(Name and Address _____) and we are re-
turning the plans with the following recommendations:

- () Approved for drainage
 Not approved; see corrections below
- () Need Engineers signature
 - () Paved swales require () gunite with 6x6/10x10 wire mesh
 - () Elevation on paved swales as shown on attached plans.
 - () Call out box culverts per Street Plans
 - () Require storm drain plans and an approved drainage map
 - () Call out storm drain plans per P. D. No. _____
 - () Show (walls) - - (fences) on plans
 - () Submit notarized letter approving offsite drainage system
 - () Require splashwalls as shown on grading plans
 - () Paved swales not large enough; see corrections on grading plans
 - () No approval on Lots _____
 - () Provide for contributory drainage

Others

1. Make plans legible. Prints are washed out.
2. Graded earth swales shown to take care of drainage from Ravenna and Neptune Avenue are not adequate.
3. Make street stubs agree with street plans and also make exhaust corrections.
4. Are lots 33 thru 36 the only lots draining to rear? yes
5. Correct wall collars.
6. See other comments on the plans.
7. Return the check prints to Design Division with amendments.

Yours truly,

J. C. Mallery
Division Engineer
Design Division

By ST

Date 4-5-67

OFFICE OF COUNTY ENGINEER
LOS ANGELES, CALIFORNIA

Superintendent of Building
Building & Safety Division
108 West Second Street
Los Angeles, California 90012

Date _____

File No. _____

Attention: Grading Section

In accordance with your request we have reviewed the grading plans
for)Plan Check No. 5868), (Tract No. 98441)

(Name and Address _____) and we are re-
turning the plans with the following recommendations:

- Approved for drainage *with corrections*
- Not approved; see corrections below
- Need Engineers signature
 - Paved swales require gunite with 6x6/10x10 wire mesh
 - Elevation on paved swales as shown on attached plans.
 - Call out box culverts per Street Plans
 - Require storm drain plans and an approved drainage map
 - Call out storm drain plans per P. D. No. _____
 - Show (walls) - - (fences) on plans
 - Submit notarized letter approving offsite drainage system
 - Require splashwalls as shown on grading plans
 - Paved swales not large enough; see corrections on grading plans
 - No approval on Lots _____
 - Provide for contributory drainage

Others

Yours truly,

J. C. Mallery
Division Engineer
Design Division

By S.T.

Date 4-11-67

Mr. Coleman W. Jenkins
Supt. of Building
Bldg. & Safety Division

Lomita Office

File in [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]

Date 4-26-67

DESIGN DIVISION
TRACT NO. 28441

- () 1. Lots _____ will be subject to sheet overflow. Floors to be elevated 12 inches.
- () 2. Lots _____ will be subject to flood hazard until Private Drain No. _____ is operable. Withhold building permits until released by the Regional Engineer.
- () 3. Lots _____ will be subject to flood hazard until the drainage facilities provided for on the grading plan are operable. Withhold building permits until released by the Regional Engineer.
- 4. No special drainage requirements.
- () 5. Five-foot chain link fence according to County Engineer Standard required along _____
- 6. Five-foot concrete block wall according to County Engineer Standard required along and within 1' of rear of end side of lots abutting Lomita Blvd.
- () 7. No fence or wall is required.
- 8. Upon completion of the wall or fence please sign below, detach and return to Design Division
- 9. Others:
Six-foot concrete block wall according to County Engineer Standard along end within 11' of the rear of lot 103 (originally numbered lot 84).

NO 11

By S.T.
Design Division

Design Division

Attention: Mr. S. Iguchi

The (fence) (wall) for Tract No. _____ has been completed in a satisfactory manner.

District Engineer

Date _____

Revised 10/65

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. TRACT 28441 Locality Lomita Blvd East of Wilmington Ave
Owner Gen'l Development Co Permit No. _____

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

- (A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRASS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

BY SUPERVISING GRADING ENGINEER

- (B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. 101-102-103

Remarks _____

Engineer Henry Stahl (Signature) Reg. No. 11092 Date Nov 20 1968

FINAL GRADING CERTIFICATION

- (C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

DEPARTMENT USE ONLY: Tract No. 28441 Permit No. 3695 Date 4/24/67
Report approved by W. Cook Title B.E. I. Date 11/27/68

Items approved:

A---Lot Numbers _____

B---Lot Numbers 101, 102, 103

C---Lot Numbers _____

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

Not in

10

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 28441 Locality Lomita Blvd. & Noyahua
Owner Lomita Development Co. Permit No. 5695

ROUGH GRADING CERTIFICATION
 BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____
See report dated: _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.
EXPANSIVE SOILS (YES) (NO) LOT NOS. _____
BUTTRESS FILLS (YES) (NO) LOT NOS. _____
Remarks _____
Engineer _____ (Signature) Reg. No. _____ Date _____

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____
Remarks _____
Engineer _____ (Signature) Reg. No. _____ Date _____

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. ~~25 thru 32~~ 25 thru 32
Remarks _____
Engineer Thomas C. Pluck (Signature) Reg. No. 9757 Date Feb 6, 1968

DEPARTMENT USE ONLY: Tract No. 28441 Permit No. 5695 Date 4-24-68
Report approved by W BERG Title SR. BLDG. ENG. INSP. Date 2-7-68

Items approved:
 A---Lot Numbers _____
 B---Lot Numbers _____
 C---Lot Numbers 25 THRU 32

Soils Report Dated _____ Approved by _____ Date _____
Remarks _____

Phone: 385-7273
775-6771

PACIFIC SOILS ENGINEERING, INC.

1402 West 240th Street
Harbor City, California 90710

January 29, 1968

Work Order 6164
FINAL REPORT

Lomita Development Company
6151 West Century Boulevard
Suite 700
Los Angeles, California 90045

Re: Tract No. 28564, lots 1 - 73 inclusive in the
County of Los Angeles, California.

Gentlemen:

Submitted herewith is a soil engineering report for the
grading on the subject property.

Compaction test results are given in Table I. Locations of
tests are shown on the attached plan furnished this office
by E. L. Pearson and Associates.

Laboratory Standard: ASTM:D-1557-64T
Modified to 3 layers

<u>Soil Type</u>	<u>Optimum Moist. (%)</u>	<u>Max. Dry Density lbs/cu.ft.</u>
A - Dark brown clayey sand	10.0	124.5
B - Dark brown sand	7.5	120.3
C - Brown sand	12.6	122.3
D - Reddish-brown clayey sand	11.4	118.8

1. Prior to placement of compacted fill, vegetation and debris were removed and disposed of off the site. Where existing fills or soft compressible soils were encountered they were removed to firm natural ground.
2. Prior to placement of compacted fill in the reservoir, located in the northeast corner of the subject tract, trenches were punched through the concrete floor. The trenches were eight (8) inches in width and form annular rings radiating from the center at 15-foot intervals. Broken concrete, from the reservoir wall, was placed in the reservoir bottom. The concrete was thoroughly mixed

DRES 0128

COLA 000336

with soil, watered and compacted in place with a vibratory roller. The maximum thickness of the soil-concrete lift was one (1) foot and was restricted to the bottom one foot in most of the fill areas. The minimum cover of compacted fill over the concrete is seven (7) feet except as follows:

Lots 1, 2, 15 and 16 have a minimum cover of 6.5 ft. to 6.7 ft. in the front portion of these lots.

SEE HODENOUN
REPORT DATED
2-7-68
WLB

$$6.5 + .7 = 7.2 \text{ FT}$$
$$6.7 + .7 = 7.4 \text{ FT}$$

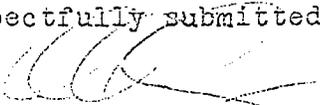
3. Pipe lines which were encountered were removed and the resulting excavations backfilled with compacted fill. The limits of certified fill, as shown on the attached map, includes only that fill placed within the referenced lots. Additional fill has been placed adjacent to the lots.

All compacted fill placed adjacent to the subject lots has been placed under the supervision of this firm and a soil engineering report will be submitted when these fills are completed to final grade.

4. Fill material consisting of the above soil types was placed in lifts, watered when necessary, and compacted in place to a minimum of 90 percent of the laboratory standard. Each fill lift was treated in a like manner.
5. Compaction tests were taken in each one to two feet of fill placed. The maximum depth of fill is 12-1/2 feet.
6. Recommended safe bearing value, including both dead and live loads is 1500 lbs/sq.ft. for continuous footings one foot wide and one foot in depth.
7. The sandy soils encountered on the referenced lots are non-expansive by both F.H.A. and Los Angeles County criteria.
8. Additional concrete was placed at the rear of lots 9, 10, 23-30, 35-40 inclusive as recommended in a letter submitted by this firm dated November 14, 1967. Areas having additional concrete are shown on the attached grading plan.

This report is subject to review by the controlling authorities for the project.

Respectfully submitted,



DAVID A. DERING, Civil Engineer
PACIFIC SOILS ENGINEERING, INC.

Distr.: (4) addressee
(2) Dept. of
County Engr.
Lomita office

DRES 0129

COLA 000337

Phone: 325-7272
775-8771

PACIFIC SOILS ENGINEERING, INC.

1402 West 240th Street
Harbor City, California, 90710

June 11, 1968

Work Order 6164
FINAL REPORT

Lomita Development Company
6151 West Century Boulevard
Suite 700
Los Angeles, California 90045

Re: Tract No. 24836, lots 1 - 62 inclusive, County of
Los Angeles, California.

Gentlemen:

Submitted herewith is a soil engineering report for the grading on the subject property.

Compaction test results are given in Table I. The approximate location of tests are shown on the attached plan furnished this office by E. L. Pearson and Associates.

Laboratory Standard:

ASTM:D-1557-64T
Modified to 3 layers

<u>Soil Type</u>	<u>Optimum Moist. (%)</u>	<u>Max. Dry Density lbs/cu.ft.</u>
A - Dark brown clayey sand	10.0	124.5
B - Dark brown sand	7.5	120.3
C - Brown clayey sand	12.6	122.3
D - Red-brown clayey sand	11.4	118.8
F - Medium brown lean clay	14.5	114.0

1. Prior to placement of compacted fill, vegetation and debris were removed and disposed of off the site. Where existing fills or soft compressible soils were encountered they were removed to firm natural ground.

DRES 0430

COLA 000277

2. Prior to placement of compacted fill in the north reservoir on the subject tract, trenches were punched through the concrete floor. The trenches were eight (8) inches in width and form annular rings radiating from the center at 15-foot intervals. Broken concrete, from the reservoir wall, was placed in the reservoir bottom. The concrete was thoroughly mixed with soil, watered and compacted in place with a vibratory roller. The maximum thickness of the soil-concrete lift was one (1) foot and was restricted to the bottom one foot of the fill areas. The minimum cover of compacted fill over the concrete is seven (7) feet.
3. The concrete in the portion of the central reservoir located on this tract was entirely removed from the site.
4. Pipe lines which were encountered were removed and the resulting excavations backfilled with compacted fill. The limits of certified fill, as shown on the attached map, includes only that fill placed within the referenced lots. Additional fill has been placed adjacent to the lots.

All compacted fill placed adjacent to the subject lots has been placed under the supervision of this firm and a supervised compaction report was submitted.

5. A pump house located on lots 32 and 33 was removed. The bottom of the concrete basement was broken-up thoroughly to allow drainage. The concrete walls were removed to a depth of 12 feet. The concrete was removed from the site and the resulting cavity was backfilled. The backfill was compacted to 90% of the Laboratory Standard using sheepsfoot rollers.
6. Fill material consisting of the above soil types was placed in lifts, watered when necessary, and compacted in place to a minimum of 90% of the Laboratory Standard. Each fill lift was treated in a like manner.
7. Compaction tests were taken in each one to two feet of fill placed. The maximum depth of fill is twelve (12) feet.
8. Recommended safe bearing value, including both dead and live loads is 1500 lbs/sq.ft. for continuous footings one foot wide and one foot in depth.

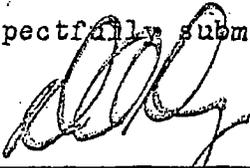
June 11, 1968
Work Order 6164 - Tract No. 24836

Page 3

9. The sandy soils encountered on the referenced lots are non-expansive by both F.H.A. and Los Angeles County criteria.

This report is subject to review by the controlling authorities for the project.

Respectfully submitted,



DAVID A. DERING
Civil Engineer

Distr.: (6) addressee
Attn: Mr. Steve Barclay

SP:DAD/em

PACIFIC SOILS ENGINEERING, INC.

DRES 0132

COLA 000279

TABLE I
SUMMARY OF COMPACTION TESTS

Date of Test	Test No.	Lot No.	Elev. (ft.)	Moist. (%)	Unit Dry Wt. (pcf)	Rel. Comp. %	Soil Type
6-30-67	446	53	29	11.6	116.0	96	B
7-5-67	448	54	29	15.9	119.6	98	C
7-7-67	452	53	30	13.8	121.6	98	A
7-10-67	458	54	31	12.2	111.3	94	D
7-12-67	471	54	32	14.0	114.0	97	A
7-17-67	477	53	33	11.6	124.4	100	A
9-2-67	516	60	29	9.8	113.3	94	B
10-4-67	527	59	31	12.6	118.5	95	A
10-10-67	539	61	33	10.4	120.1	97	A
10-11-67	543	60	34	9.6	111.1	92	B
10-13-67	549	57	29	10.7	120.9	97	A
10-16-67	550	58	29	9.9	124.1	100	A
	551	55	30	12.2	115.4	93	A
	552	56	30	15.8	120.3	98	C
10-16-67	553	59	30	14.2	118.8	97	C
	554	55	31	10.8	117.5	94	A
11-15-67	573	55	32	11.4	115.5	93	A
	574	58	32	15.2	119.8	98	C
11-16-67	575	60	33	20.4	108.0	91	D
11-17-67	576	56	33	9.8	114.5	92	A
11-18-67	578	53	34	10.0	116.6	93	B
	579	57	34	9.9	118.2	98	B
11-28-67	580	55	35	11.4	125.7	100+	B
	581	58	35	11.2	116.8	94	A
12-28-67	631	4	28	10.6	113.0	91	A
	632	3	30	8.2	110.8	92	B
12-29-67	633	4	32	10.2	114.4	92	A
1-6-68	650	street	28	13.2	110.6	90	C
	651	6	30	9.1	109.9	91	B
1-8-68	652	street	28	10.1	125.4	100	A
1-10-68	653	15	30	11.3	112.3	95	D
	654	16	31	12.4	118.3	95	A
1-17-68	655	1	33	10.6	126.0	100+	A
	656	7	33	8.0	113.3	94	B

		Lot No	Flow	Moist	Density	Sw	Sh
3-18-68	657	3	32	10.1	118.7	99	B
	658	street	29	13.2	108.3	90	B
3-21-68	659	20	31	10.0	113.9	91	A
	660	18	32	16.3	118.1	97	C
4-23-68	661	19	33	13.4	112.3	94	D
	662	49	29	10.9	121.8	98	A
5-25-68	663	49	31	10.8	116.6	96	B
	664	49	33	11.6	116.0	96	B
4-26-68	665	49	35	10.9	121.8	98	A
	666	38	33	12.2	112.3	90	A
4-29-68	667	39	35	11.7	123.4	99	A
4-29-68	668	38	37	13.0	113.1	95	A
4-29-68	669	42	32	16.5	114.9	94	C
	670	43	34	12.2	112.3	90	A
	671	43	36	11.1	111.3	92	B
4-30-68	672	41	37	11.9	120.6	97	A
4-30-68	673	44	31	10.0	113.7	91	A
	674	47	32	8.7	112.1	90	C
	675	45	33	10.6	116.9	94	B
	676	44	36	11.4	114.3	92	A
5-7-68	677	46	35	11.5	115.7	93	A
	678	39	38	12.9	106.5	91	F
	679	29	38	15.0	102.9	90	F
	680	26	36	14.7	106.2	93	F
5-7-68	681	24	36	12.0	108.8	95	F
	682	22	36	13.6	113.3	99	F
5-8-68	683	20	35	12.8	102.7	90	F
	684	18	34	15.5	105.8	93	F
5-8-68	685	15	34	14.4	104.7	92	F
	686	13	34	14.7	109.8	96	F
	687	11	33	15.9	104.1	91	F
	688	8	33	14.2	107.2	94	F
5-9-68	689	32	32	10.7	119.0	96	A
	690	33	34	10.4	116.6	93	A
	691	33	36	10.4	125.8	100+	A
5-10-68	692	33	38	14.6	118.1	95	A
	693	32	40	12.0	113.7	91	A

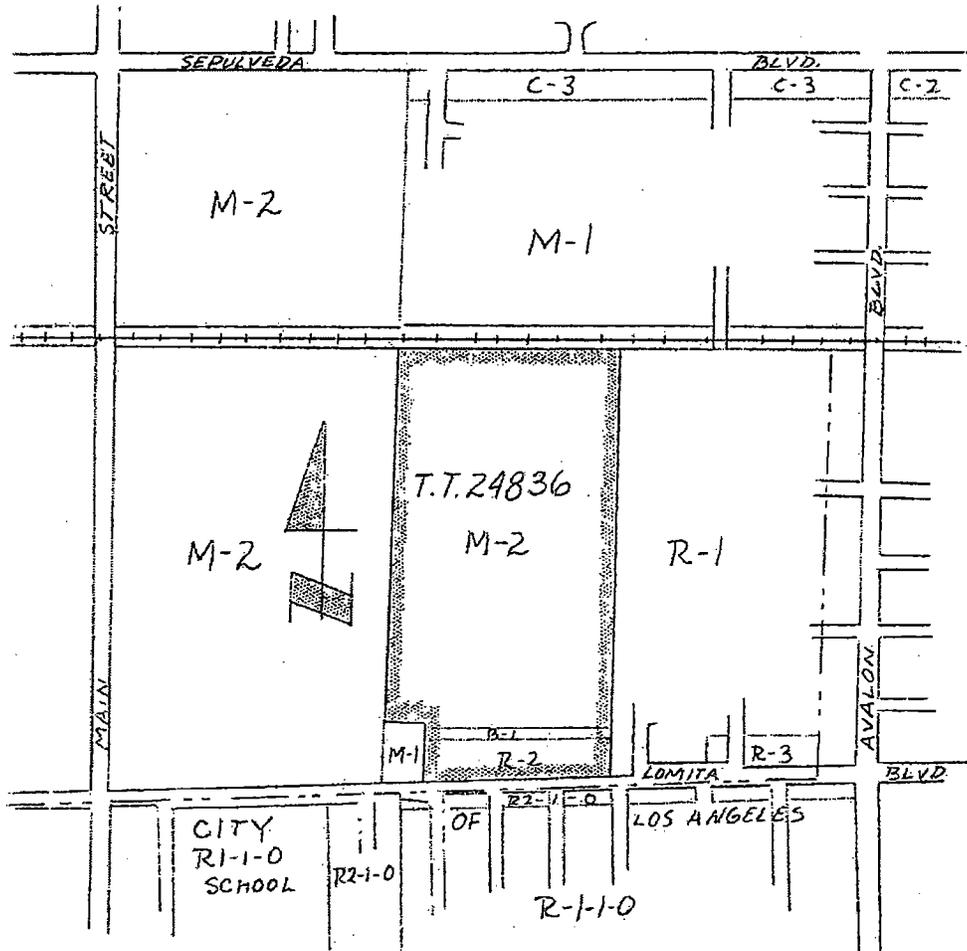
DRES 0134

THE REGIONAL PLANNING COMMISSION - COUNTY OF LOS ANGELES

To: Milton Breivogel,
Director of Planning

Report on: Zone Exception Case 8001-(4)
Filed: December 14, 1965
Hearing date: Tuesday, January 25, 1966
at 9:30 a.m.
Request: To establish lots of less than
the required area and reduce all
building line setbacks
Petitioner: Lomita Development Company
By Richard Barclay, President
6151 West Century Boulevard
Suite 700
Los Angeles, California
Owner: Same (in escrow)
Location and description: A 45 acre parcel located on the
north side of East Lomita Boulevard,
beginning 1,470 feet easterly of the
centerline of South Main Street and
extending easterly on a frontage of
826 feet, with a northerly depth of
2,020 feet

District: Avalon-Sepulveda



ZONE EXCEPTION CASE 8001-(4)
PAGE TWO

DATE OF HEARING:
TUESDAY, JANUARY 25, 1966
AT 9:30 a.m.

PROPOSAL:

An exception to establish lots of less than the required area and modify building line setbacks for residential uses in zones R-2, B-1 and M-2 (requested for change to R-2-7,000 in Zoning Case 5047.)

Zoning Case 5047, petition for R-2-7,000 zoning on the subject property is scheduled for hearing on the same agenda as this zone exception case.

Tentative Tract 24836, proposing to divide the subject property into 401 residential lots, averaging approximately 3,600 square feet in size, went to Subdivision Committee for the first time on January 14, 1966.

A plot plan, showing two story single family homes some of which are attached at the garages, was submitted with this request.

GENERAL FACTUAL DATA:

1. The subject property is developed with an oil company tank farm and is relatively level.

WATER AVAILABILITY FOR FIRE PROTECTION:

Pursuant to Ordinance 7834, the County Forester and Fire Warden states that for the proposed change of zone, the fire water flow requirements shall be 2,000 g.p.m. at a minimum of 20 p.p.s.i. residual pressure for eight hours.

That portion of the water certificate to be filled out by the water utility serving the area was not completed. However, adequate water supply for fire protection purposes will be insured during processing of Tentative Tract 24836.

2. Adjacent to the north is a railroad right of way with single family homes on 6,000 square foot lots beyond; adjacent to the east are single family homes on 5,000 square foot lots; across Lomita Boulevard to the south are single family homes on 6,000 square foot lots; 150 feet to the southeast is a church; 350 feet to the southwest is a school; adjacent to the west are mixed industrial and commercial uses.

3. M-2, B-1 and R-2 zoning on the subject property and the M-1 zoning covering the railroad right of way to the north was established by the basic ordinance creating the zoned district in 1948.

M-2 zoning adjacent to the west and northwest, in the Harbor City Zoned District was established by the basic ordinance creating that district in 1946.

M-1 zoning north of the railroad right of way was established by Ordinance 5401 in 1949.

M-1 zoning adjacent to the southwest was established by Ordinance 7498 in May, 1959.

R-1 zoning adjacent to the east was established by Ordinance 8599 in June, 1964, as a result of zoning Case 4691 and a series of ordinances and zone changes dating back to 1959.

Zoning south of Lomita Boulevard is in the City of Los Angeles.

ZONE EXCEPTION CASE 8001-(4)
PAGE THREE

DATE OF HEARING:
TUESDAY, JANUARY 25, 1966
AT 9:30 a.m.

4. East Lomitas Boulevard is a Master Plan Major Highway for which additional right of way from the subject property will be required in order to bring it to planned width.

5. One hundred and eighty-three notices of this hearing were mailed to property owners within the area on January 11, 1966. Notice was also mailed to the Administrative Head of the City of Los Angeles having boundaries within a one-mile radius of the subject property. Legal notice of the hearing was published in the Press Journal Harbor Mail on Wednesday, January 12, 1966.

Respectfully submitted,

C.D. Culbertson, Jr.

CDC:krt

TIME SAVING MEMORANDUM

8-15-66

KAST FEE

Mr. Aldright has obtained the following information:

- ① Planning Commission approved 2-23-66 (zone change # 50-47)
- ② zone change denied 3-17-66

(The "Reapplication" is # 51-34)

- ③ Reapplication made 7-7-66 in name of Caramel Co

Telephone Message

Date 8/15/66

For Mr. Aldright Time 9:34

From Mr. K. R. Hef - Wilmington

Operator Ed 457

Please Call Back Will Call Back Returned Your Call

Call Skill Operator Call Long Distance Operator

ADDITIONAL REMARKS: In getting info together for zoning application in name of Caramel Co in zone 51-34 the date of the first rezoning hearing and when it was rejected is checked and will appear in zoning data.

SOC 120414

DRES 0138

MR. E. A. BALLMAN -
WILMINGTON REFINERY

May 11, 1966

D. E. CLARK -
PACIFIC COAST AREA LAND

KAST FEE

~~Mr. Clark~~ 5/11
Mr. Pettigrew

Yesterday Mr. Richard Barclay called to inquire as to our attitude regarding granting of an extension of the option until October 1. I informed him that an extension would be dependent upon his completing to your satisfaction the cleanup of the Kast property. He reiterated that they were currently in process of doing this. We agreed that at such time as the cleanup is completed he will get in touch with your office so that you may make a personal inspection. When you advise me that the property is in satisfactory condition, we will make the necessary amendments of our contract with Barclay.

See Aug 15 memo from Wilson, P. J. May 11

For your information, I refused a request of Barclay that they install a Coldwell Banker sign indicating that the property is for sale as industrial land, since this would not be in accord with the facts.

I am attaching a copy of Mr. Barclay's letter of May 3, 1966, on the off chance that you did not receive the indicated carbon copy to you.

ORIGINAL SIGNED BY
D. E. CLARK

DEC:mc
Attachment

SOC 120417

DRES 0139



SHELL OIL COMPANY

SHELL BUILDING
1008 WEST SIXTH STREET
LOS ANGELES, CALIFORNIA 90054

TELEPHONE 482-3131

August 17, 1966

Barclay-Hollander-Curci
Lomita Development Co.
International Airport Center
Suite 700, McCulloch Building
6151 West Century Boulevard
Los Angeles, California 90045

Wilmington Field
East Fee
East Tank Farm
Your Reference: Lomita Property

Mr. Richard Barclay

Gentlemen:

Reference is made to the agreement dated October 20, 1965 whereby we ("Seller") agreed to sell and Mr. Barclay ("Purchaser") agreed to buy Seller's 44-acre East Tank Farm property at Lomita subject to Purchaser's obtaining a change in the zoning of such property from industrial to R-1 no later than July 1, 1966, Purchaser therein and herein acting for himself, Barclay-Hollander-Curci and Lomita Development Co.

Seller and Purchaser hereby mutually agree that Purchaser shall have, in lieu of such July 1, 1966 date, to and including October 1, 1966 in order to complete the remaining steps necessary to effect such zoning change, including the signing and recordation of the resulting ordinance.

As hereby amended, such October 20, 1965 agreement and all the terms, conditions and provisions thereof shall remain in full force and effect.

This extension shall not act to modify, terminate or otherwise affect the terms and conditions of that certain letter agreement dated December 15, 1965 between Seller and Purchaser relative to certain site clearing work to be performed on such property at Purchaser's sole cost and risk prior to close of sale.

Please confirm your concurrence herein by signing and returning the attached duplicate copy of this letter.

Yours very truly,

SHELL OIL COMPANY

D. E. Clark, Manager
Land Department

CONFIRMED AND AGREED:

RICHARD BARCLAY
BARCLAY-HOLLANDER-CURCI
LOMITA DEVELOPMENT CO.

By
(Richard Barclay)

SOC 00103

DRES 0140

OFFICE OF THE BOARD OF SUPERVISORS 131
COUNTY OF LOS ANGELES 9-27-66

Notice is hereby given that public hearing will be held by the Board of Supervisors at 9:30 a.m. on Thurs., Oct. 20, 1966 in the Board Hearing Room, Hall of Admin., cor. of Temple and Grand Avenue, Los Angeles, Calif., in Zoning Case No. 5134-(4), Avalon-Sepulveda District No. 71, being the petition of Carousel, for a Change of Zone from R-2, M-2, and B-1 to R-1 affecting property located on the north side of Lomita Boulevard 1,900' east of Main Street with a frontage of 825' and a depth of 220'.

*KAST
Property*



James S. Mize
JAMES S. MIZE
Acting Clerk of the Board 14-8

THE REGIONAL PLANNING COMMISSION
COUNTY OF LOS ANGELES
ZONING CASE NO. 5134-(4)

Whereas, The Regional Planning Commission of the County of Los Angeles has conducted a public hearing in the matter of Zoning Case No. 5134-(4) on August 9, 1966; and

Whereas, The Commission finds as follows:

1. The areas to the north, east and south are developed to residential use;
2. The south portion of this property is presently classified residential;
3. As industrial, it constitutes a peninsula of non-compatible use into a residential area; and
4. Residential classification will provide for compatible use to the areas on three sides and eliminate a possibility of detriment to the surrounding residential properties; therefore be it

Resolved, That the Regional Planning Commission recommend to the Board of Supervisors of the County of Los Angeles as follows:

That the Board hold a public hearing on a change of zone to R-1 (Single Family Residence - 5,000 square foot required area) for the property as shown on Study "A" dated September 20, 1966 on file with this case in the office of the Regional Planning Commission.

I hereby certify that the foregoing resolution was adopted by a majority of the voting members of the Regional Planning Commission of the County of Los Angeles on September 20, 1966 pursuant to Section 65501 of the Government Code of the State of California.

Irma Ruther, Secretary
County of Los Angeles
Regional Planning Commission



SHELL OIL COMPANY

P. O. BOX 728
WILMINGTON, CALIFORNIA

August 26, 1966

TELEPHONE TERMINAL 5-3611

*KAST
FEE*

① P
24
MC
RAC, JOLIN ②
REF. OFFICE

Industrial Survey Advisory Committee
County of Los Angeles
New Hall of Records
320 West Temple Street
Los Angeles, California 90012

Attention Mr. Russell C. Chase, Secretary

Gentlemen:

Reference is made to the minutes of the meeting of the Industrial Survey Advisory Committee of August 10, 1966, and more particularly to the motion made by Mr. Brooks appearing on page 5 thereof. The minutes show that the above-referred-to motion carried unanimously, which is incorrect as we abstained from voting on this motion.

Apparently I did not make Shell's position clear at this meeting. We are fully in accord with the action taken except insofar as it applies to the tract included in the Application for Change of Zone, Case No. 5134. We are supporting this application for change to residential zoning and could not vote to add this tract to the freeze area.

We trust the foregoing clarifies our position and request the minutes of this meeting be amended to show that we did not vote in support of a motion to include this area in the freeze for future industrial use.

Yours very truly,
A. S. LEHMANN

A. S. Lehmann
Refinery Manager

cc: O.M. Smith -
West. Reg. Tax
8-28-66 *me*

cc - Members of the Industrial Survey Advisory Committee

bc - Pacific Coast Area - Land - Manager, Mr. D. E. Clark
Pacific Coast Area - Legal - Manager, Mr. J. T. Lamb

SOC 120914

DRES 0144

When recorded mail to
Lomita Development Co.
6151 W. Century Blvd., Suite 700
Los Angeles, Calif. 90045

3979 GRANT DEED

IRS \$1100.00

ACCOUNTS ARE
REQUEST OF
TITLE INSURANCE & TRUST CO.

For a valuable consideration, receipt of which is hereby acknowledged,
SHELL OIL COMPANY, a corporation organized under the laws of the state of Delaware,
does hereby grant to Lomita Development Co., a partnership, the real property in
Los Angeles County, state of California, described as:

FEE
\$2.80
28

Lot "B" of The German Settlement, in the county of Los Angeles, state
of California, as per map recorded in book 11 page 121 of Maps, in the
office of the county recorder of said county.

EXCEPTING therefrom one-half acre in the form of a parallelogram
lying north of and adjoining Block "F" of said Tract, the easterly line
of said one-half acre being the easterly line of said Lot "F" produced
northerly.

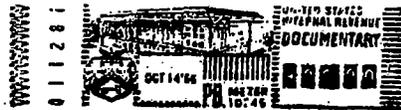
FURTHER EXCEPTING THEREFROM AND RESERVING TO Shell Oil Company,
its successors and assigns, all oil, gas and other hydrocarbons and
associated substances in and under all portions of the above described
real property lying below a depth of 500 feet from the surface thereof,
together with the right to drill into and through and otherwise operate
within and through the subsurface of the above described real property
below said 500 foot depth, but without any right to occupy or use any
portion of the surface or upper 500 feet of the subsurface thereof.

IN WITNESS WHEREOF, Shell has executed this instrument this 1st
day of October, 1966.

SHELL OIL COMPANY

By *M. E. Clark*
Manager, Land Department

OCT 14 1966



3979

MAIL TAX STATEMENT TO
Name *Same as above*
Firm *above*
Address *above*
City & State

RECORDED IN
OFFICIAL RECORDS
LOS ANGELES COUNTY, CALIF.
RAY E. LEE, RECORDER
OCT 14 4 24 PM 1966

MAIL TAX STATEMENTS AS DIRECTED ABOVE

DRES 0145

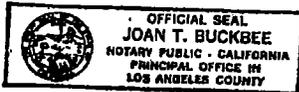
BHC000001

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On this 14th day of October
19 66, before me, Joan T. Buckbee

a Notary Public in and for said County and State, residing therein, duly commissioned and sworn,
personally appeared D. E. CLARK, known to me to be the Manager, Land Department, Los
Angeles Office, of SHELL OIL COMPANY, the corporation described in and that executed the within
instrument, and also known to me to be the person who executed it on behalf of the corporation
therein named, and he acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal,
at my office in said County and State, the day and year in this certificate first above written.



Joan T. Buckbee
Joan T. Buckbee
Name (Typed or Printed)
Notary Public in and for said
County and State

My Commission expires June 1, 1970

OCT 14 1966

3979

PHM-783
2572

**NOTICE OF PUBLIC HEARING
ZONING CASE NO. 834-4)
PROPOSED CHANGE OF OFFI-
CIAL PLAN OF AVALON SE-
PUEVEDA DISTRICT (NO. 71)
AMENDING SECTION 4322 OF
ZONING ORDINANCE NO. 1494,
COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA.**

Notice is hereby given that a public hearing on the matter of proposed changes of zone will be held in the Hearing Room of the Board of Supervisors, Room 351, Hall of Administration, 600 West Temple Street (corner of Temple Street and Grand Avenue), Los Angeles, California 90012, on October 20, 1966, at 9:30 a.m. at which time proponents and opponents of the proposed changes will be heard before the Board of Supervisors affecting properties within the area described as follows:

Lots B and F of the German Settlement Tract, M.B. 11, page 121.

The Regional Planning Commission, County of Los Angeles, has approved and adopted a resolution recommending:

That the Board hold a public hearing on a change of zone to R-1 (Single Family Residence - 5,000 square foot required area) for the property as shown on Study "A", dated September 20, 1966 on file with this case in the office of the Regional Planning Commission.

By order of the Board of Supervisors, County of Los Angeles, State of California, adopted September 27, 1966.

JAMES S. MIZE,
Acting Clerk of the Board
of Supervisors
W—Oct. 5, 1966.

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Louita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

25 names

DATE	NAME	ADDRESS
8/6/66	Mr. B. Chaluck	254 W. 234 St.
8/6/66	D. J. Conroy	220 97. 1318. Juv.
8/6/66	Riley B. Buck	17115 Falden Ave, Torrance
8/6/66	Louise A. Buck	17115 Falden Ave, Torrance
8/7/66	Dorwell A. Daines	1312 W. 222 nd St Torrance
8/7/66	Mr. Ernest B. Daines	1312 W. 222 nd St Torrance
8/7/66	Allen J. Daines	412 W. 234 th St Wilton
8/8/66	Auda J. Bulluck	406 W. 234 th Wilton
8-8-66	Jan. Charles	406 W. 234 th Wilton
8-8-66	Mrs. Donna Fugher	354 W. 232 nd St Wilton
8-8-66	Mrs. Olga X. Murray	34410 234 th Wilton
8-8-66	Mrs. Mary Casey	322 W. 234 th Wilton
8-8-66	Mr. Gordon Phillips	318 W. 234 th St. Wilton
8-8-66	Mrs. Evelyn French	308 th 254 th St Wilton
8-8-66	Mrs. Mike Zeller	23403 Monte Ave Wilton,
8-8-66	Mr. Earl Lamed	309 W. 234 St. Wilton
8-8-66	Mrs. Chas. A. Poirier	23319 Archibald Ave Wilton
8-8-66	Mrs. Ray Caskey	409 W. 234 th St. "
8-8-66	Mrs. Alice Hugman	413 W. 234 St. "
8-8-66	Mrs. May E. Johnson	435 W. 234 th St. "
8-8-66	Mrs. Frances Murray	441 W. 234 th St. "
8-8-66	Mrs. Virginia Thompson	245 W. 234 St.
8-8-66	Miss Rosetta Wallace	213 W. 234 St.
8-8-66	Mrs. Alta Mae Malone	207 W. 234 th St. Wilton
8-8-66	Mr. P. M. Cunningham	203 97 234 St Wilton

25 sigs

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8/5/66	Mrs. Elizabeth Stewart	23525 Archibald Ave.
8/5/66	Mrs. Alice Allen	23509 Archibald Ave.
8/5/66	Mr. E. R. Myers	23501 Archibald Ave.
8/5/66	Robert Fournier	23504 Archibald Ave.
8/5/66	Mrs. Carol A. Stewart	23524 Archibald Ave.
8/5/66	Mrs. Kathy Anderson	23616 Archibald Ave.
8/5/66	Tom Harold Thompson	23616 Atmore Ave.
8/5/66	Robert S. Shibus	23606 Atmore Ave.
8/5/66	Mrs. Marilyn Shibus	23606 Atmore Ave.
8/5/66	Mrs. Wendell Karamore	23612 Atmore Ave.
8/5/66	Mrs. Joan Anderson	23520 Atmore Ave.
8/5/66	Mrs. Elizabeth Thompson	23514 Atmore Ave.
8/5/66	Mrs. Martha Thompson	23508 Atmore Ave.
8/5/66	Mrs. Frances Curci	23505 Atmore Ave.
8/5/66	Mrs. Wendell Karamore	23525 Atmore Ave.
8/5/66	Mrs. Helen Thompson	23603 Atmore Ave.
8/5/66	Mrs. Faye Thompson	23607 Atmore Ave.
8/5/66	Mrs. Nancy Barth	23612 Moneta Ave.
8/5/66	Mrs. Charlotte Hale	23502 Moneta Ave.
8/5/66	Mrs. Beverly Thompson	23509 Moneta Ave.
8/5/66	Mrs. Ruby Thompson	23609 Moneta Ave.
8/5/66	Mrs. Wendell Karamore	23613 Moneta Ave.
8/5/66	Mrs. Ching Thompson	23612 Nevada Ave.
8/5/66	Mrs. Wendell Karamore	23514 Nevada Ave.
8/5/66	Mrs. Wendell Karamore	23579 Nevada Ave.

25 2190

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone; as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
7/31/66	Cecilia L. Lumberton	24728 Fries Ave.
7/31/66	William F. Pusch	24719 Fries Ave.
7/31/66	Mrs. W. F. Suckler	"
7/31/66	Mrs. D. Robinson	24818 Fries Ave.
7/31/66	Mrs. M. J. S. S. S.	"
7-31-66	Mr. Roy S. Hall	24828 Fries Ave.
7-31-66	Mrs. Roy S. Hall	24828 Fries Ave.
7-31-66	Robert J. S. S.	24902 Fries Ave.
7-31-66	John P. S. S.	24902 Fries Ave.
7-31-66	Chester M. S. S.	24912 Fries Ave.
7-31-66	Marie M. S. S.	24912 Fries Ave.
8-2-66	Roy T. S. S.	24903 Island Ave.
8-2-66	Louise S. S.	24903 Island Ave. Wil.
8-2-66	Winston S. S.	24514 Island Ave. Wil.
8-2-66	John S. S.	24514 Island Ave. Wil.
8-2-66	A. L. Moore	24476 Island Ave. Wil.
8-2-66	Dorothy Moore	24436 Island Ave.
8-2-66	Arthur S. S.	439 E. 247 St. Wil.
8-2-66	John S. S.	454 E. 247 St. Wil.
8-2-66	Francis S. S.	439 E. 248 St. Wil.
8-2-66	Miller S. S.	450 E. 248 St. Wil.
8-2-66	W. S. S.	450 E. 248 St. Wil.
8-2-66	Hazel S. S.	460 E. 249 St. Wil.
8-2-66	Geneva S. S.	439 E. Lomita Blvd.
8-2-66	May E. S. S.	449 E. Lomita Blvd.

25 sigs

PETITION

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
7-30-66	Russell W. Hatfield	24817 Island Ave.
7-30-66	Ann Hatfield	24817 Island Ave.
7-30-66	Teresa Escribano	24803 Island Ave.
7-30-66	Janice Escribano	24803 Island Ave.
7-30-66	Margaret Mueller	24639 Island Ave.
"	Cheryl Mueller	" "
7-30-66	William S. Cohen	24629 Island Ave.
"	Mrs. W. S. Cohen	" " " "
7-30-66	Mr. Ralf H. Lawrence	24603 Island
7-30-66	Robert H. Lawrence	24603 Island
7/3/66	Mr. J. C. Stewart	24443 Island
7/30/66	Mrs. Jenny Coker	24421 Island
7/30/66	Sharon J. Anderson	24407 Island
7/30/66	Wesley Anderson	24407 Island
7/11/66	Virginia Gray	24403 Island
7/30/66	H. E. O'Keefe	24402 ISLAND
7/30/66	Virginia C. O'Keefe	24402 Island Ave.
7/30/66	Richard W. Taylor	24416 Island Ave.
7/30/66	Richard Taylor	24416 Island Ave.
7/30/66	R. Taylor	24422 Island Ave.
7/30/66	Walter H. Clark	24422 Island Ave.
7/30/66	Therese M. Clark	24427 Island
7/30/66	Norman B. Lammie	24524 Island Ave.
7/30/66	Mary B. Lammie	24524 Island Ave.
7/30/66	Betty C. Benedetti	455-246th Ave

25 sigs

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
7-30-66	Miriam S. Lewis	24923 Island Ave
7-31-66	Beverly Hanson	24807 Island Ave.
7-31-66	Charles H. Hanson	24807 Island Ave
1-31-66	Mary Forbes	24719 Island Ave.
7-31-66	Walter W. W.	24719 Island Ave
7-31-66	Mrs. Herbert Hanson	24533 Island Ave
7-31-66	Albert G. G.	24026 Island Ave
7-31-66	G. P. P.	" "
7-31-66	Frank F.	24502 Island St.
7-31-66	Walter W.	24502 Island Ave.
7-31-66	John William B.	439 E 246th Pl.
7-31-66	Maria A. B.	439 East, 246th Place
7-31-66	Dorothy E. D.	451 246th Pl.
7-31-66	Richard L. D.	451 246th Pl.
7-31-66	Don A.	450 246th Pl.
7-31-66	Frank F.	449 E 247th St
7-31-66	August A.	455 E. 249th
7-31-66	Joseph J.	450 E 249th St.
7-31-66	Wayne O. C.	24913 Friis Ave.
7-31-66	Shirley J. C.	24913 Friis Ave.
7-31-66	A. B. H.	24913 Friis
7-31-66	Dean B.	24879 S. Friis
7-31-66	Bernice B.	24829 S. Friis
7-31-66	Alvin C.	24879 S. Friis Ave
7-31-66	Richard W. S.	24813 S. Friis Ave

25 sigs

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
July 31	Thomas Leonard	24443 ISLAND AVE.
July 31	Vera Gasparich	528 E 245 St.
July 31	Mike Goff	508 E 245th St.
" "	Larry P. Brown	515 - E 245 St
July 31	Ralph Walker	523-E, 245 St
" "	Mrs. Lynn Walker	523-E 245 St.
" "	Gene Larrabee	24415 FRIES AVE.
" "	Darlene Larrabee	" " "
" "	Walter R. Hubert	529-E. 244th.
" "	Regunding S. Bushick	" " "
" "	Joseph F. MacCall	506 E 244 ST
" "	Marie J. Dawson	500 E 244 ST.
" "	Gene Dawson	500 E. 244th St.
" "	M. De Coshale	503 E. 244th St
" "	Christina Wilkins	507 E 244th St.
" "	Harold E. Bennett	533 E 244 St.
" "	Jessie Pagador	24470 Fries Ave.
July 31	Tom M. Dzaiblen	24502 Fries Ave
" "	Robert S. Lynch	24602 Fries Ave
" "	Harriet J. Allen	24708 Fries Avenue
" "	J. Russell	34712 Fries Ave
July 31	Walter M. Smith	24718 Fries
July 31	Neal S. Smith	24718 Fries rd. m.
July 31-66	Dr. M. Morgan	24722 " "
July 31	Conchita Morgan	24722 Fries Ave

25 sigs

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
Aug 2 1966	Mrs. Evelyn E. Pindexter	449 E. Lomita Blvd.
Aug 2 1966	Ray Russell	465 E Lomita Blvd.
Aug 2 1966	Mrs. Dolores A. Juvich	24727 Fries Ave
Aug 2 1966	Alan C. A. Juvich	24703 S. Fries Ave
Aug 2 1966	Margarita Andrews	24703 Fries Ave
Aug 2 1966	Helene Saunders	24627 Fries Ave.
July 2 1966	Conrad Karon	519 E 246 St
Aug 2 1966	Jeanne Pans	519 E 246 St
Aug 2 1966	Robert J. Tucker	525 E 246 St
Aug 2 1966	Avery Grayley	24407 Fries Avenue
Aug 2 1966	Betty Hamill	38 E 246 St
Aug 2 1966	Ray Kelly	501 246 St
Aug 2 1966	Mrs. P. P. Prupitt	513 E 241 St
Aug 2 1966	Mrs. Joyce Botsford	523 E. 244th St
Aug 2 1966	Larry R. Botsford	Same
Aug 2 1966	Maureen Botsford	533 E 244 St.
8-2-66	Mrs. Paul D. Botsford	74404 Fries Ave.
8-2-66	Edward Apperson	24410 Fries Ave
8-2-66	Anneline Duran	24410 Fries Ave
8-2-66	Dellene Dodge	24512 Fries Ave
8-2-66	Edna Dodge	24512 Fries Ave
8-2-66	Mary Hernandez	24502 S. Fries Ave.
8-2-66	Richard Hernandez	24522 S. Fries Ave
8-3-66	Mami Prokone	24918 Fries Ave
8-3-66	Pedro Cruz	24822 FRIES AVE

23 signs

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8-2-66	Manuel Montoya	542 Realty St
8-2-66	Florencia R. Kasper	537 Realty St
8/2/66	Mrs. Joel Hall	522 Realty St.
8/2/66	Margaret Wintner	516 Realty
8-2-66	Gloria Ramirez	458 E. Lincoln St.
8-2-66	Charles Marshall	24203 Fria St.
8-2-66	Joseph Huggins	24219 Fria Ave
8-2-66	Arthur Williams	527 Bond St.
8-3-66	Gonzalo Pereira	24027 Marbella
8-3-66	R. M. Rosado	23927 Marbella
8/3/66	Elle Blackwell	24003 Marbella
8/3-66	Maria Jimilla	25012 Marbella Ave
8-3-66	Mrs. Wilbert Pereira	24018 Neptune Ave Wilbur
8-3-66	Mr. E. Lynn Brown	24102 Neptune Ave Wilbur
8-3-66	Mrs. James Warner	24108 Neptune Ave
8-3-66	Mr. E. Lee	24112 Neptune
8-3-66	Mrs. M. Johnson	24114 Neptune
8-3-66	Mr. J. J. J.	24124 Neptune
8-3-66	Marcelo R. J. Cornejo	24132 Neptune
8-3-66	Luis A. Recio	24134 Revere
8-3-66	Kathleen A. Payne	24118 Revere
8-3-66	Alfred C. Payne	24117 Revere
8-3-66	Blanca Martin + Kids	21224 Revere

25 sigs

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
7-30-66	Pat Amptin	23917 Montella
8-1-66	Marge Altman	431E Lincoln St.
8-1-66	George Douglas	43 Lincoln
8-6-66	Ken Rowland	411 Lincoln St
8-1-66	Frank Gonzalez	523 Lincoln St
8-1-66	Ellen Fauria	529C Lincoln St
8-1-66	Louise Abbott	545 Pacific St.
8-1-66	Grace Balling	541 Pacific St
8-1-66	Marie Elena Martinez	533E Pacific St.
8-1-66	Meredith Larson	527 Pacific St
8-1-66	Laura Ramirez	523 Pacific St
8-1-66	Thomas J. Ross	453 E Pacific St
8-1-66	Daniel Larrubé	441E Pacific St
8-1-66	Richard Smith	442 E Lincoln St.
8-1-66	Manuel Medina	437 E Pacific St.
8-1-66	Bonnie Raylin	435 E Pacific St
8-1-66	Lucia Hernandez	425 Pacific St
8-1-66	Bob Eastridge	24525 Island
8-1-66	Max Fred Schultz	417 Realty St
8-1-66	Mrs Lammie Hogan	535 E. Realty St.
8-2-66	Guadalupe Ariza	529 E. Realty St
8-2-66	William Tardilla	511 E. Realty St.
8-2-66	Claudia Lee	24209 Triunfo Ave. Wilton
8-2-66	Mrs. Catharine	2425 Falls
8-2-66	Phil Newell	507 Bond St

25 sigs.

PETITION

Lenie Doran

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
7-30-66	W.R. Nemandy	24018 Marbella Ave
7/30/66	Mrs. Ann Stewart	24108 Marbella
7/30/66	Ronald J. Escobar	24118 Marbella Ave. #118
7/30/66	Jayce Vidar	24154 Marbella
7/30/66	Mrs. J. Gray	24138 Marbella Ave.
7/30/66	Mr. Homer B. Delaet	24113 Neptune
7/30/66	Mrs. A. Leckner	24107 Neptune Ave
7-30/66	Mrs. A. Buelna	24019 Neptune Ave.
7-30/66	Mrs. W. Jimenez	24009 Neptune Ave.
7-30-66	Walter D. Williams	24005 Neptune Ave.
7-1-66	J. Lopez	438 1/2 Lincoln St
8-1-66	Mrs. R. Rincon	426 E. Lincoln Ave
8-1-66	George R. Kowalski	404 Lincoln St
8-1-66	James W. Asholt	410 E. Lincoln St
8-1-66	Leonard Ortega	552 Pacific St
8-1-66	Art Manderson	552 Pacific St
8-1-66	Mrs. E. L. Wynn	509 1/2 Pacific St
8-1-66	Mr. Ted McEvoy	519 Pacific St.
8-1-66	Mr. W.A. Hartman	24107 1/2 Pine
8-1-66	Mr. James Garcia	220 1/2 E. Pine
8-1-66	Mrs. R. L. Suarez	433 E. Pacific St
8-1-66	Mrs. Tony Schell	24010 Island Ave
8-1-66	Mrs. Fred W. King	441 E. Betty Wilson
8-1-66	Mrs. Fred W. King	441 E. Betty Wilson
8-1-66	Mrs. Albert R. Rios	24203 Maudel Wilson

P E T I T I O N

24 signatures

James George Beards

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
7/30-66	Mrs Robert Green	24109 Maribell Ave.
7/30/66	Mrs. Helen B. Hirstick	338 Realty St.
7/30/66	Mrs. C. E. Sharpe	350 Kelly St.
8/1-66	Conrad Guerrero	436 1/2 Lomita Blvd
8/1-66	Robert Green	5042 Lomita
8-1-66	W. H. Moore	540 E. Lomita
8-1-66	Mrs. Albert J. T. Williams	534 E. Pacific
8-1-66	Jack Puffell	512 E. Pacific St. Wilton
8-1-66	Mrs. J. Gonzales	455 Pacific St. Wilton
8-1-66	Ralph Gonzales	507 Pacific St. Wilton
8-1-66	Mike Tabaja	507 Pacific St. Wilton
8-1-66	Margie Gonzales	507 Pacific Wilton
8-1-66	John Aguilla	507 Pacific Wilton
8/1/66	Mrs. Anita Trabaca	513 Pacific Wilton
8/1/66	Alfred Chacal	454 E. Pacific - Wilmington
8/1/66	Robert Green	5042 Lomita
8/1/66	Dr. Henderson	419 Pacific St.
8/1/66	Mary Jones	413 Pacific St.
8/1/66	Joseph Sanchez	31120 Lomita Ave.
8-1-66	Albert Rouse	24203 Maribell Wilton
8-1-66	Mrs. Peckham	24221 Maribell Ave.
8-1-66	Mrs. Rocha	24218 Maribell
8-1-66	Mrs. R. Rocha	24218 Maribell
8-2-66	Ricardo Villa	523 Pacific St.
8-2-66	Mrs. Paula Rios	24109 Lomita Ave.

25 sign

PETITION

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
7/31/66	Mr. Ben. Navarrette	24809 Fries Ave
7/31/66	Ben Navarrette	24809 Fries Ave
7/31/66	Charlotta M. Winking	24803 Fries Ave
7-31-66	John C. Winking	24803 FRIES AVE
7-31-66	J.M. E. R.	24723 Fries Ave.
7-31-66	Joseph M. Ayon	24713 FRIES AVE.
7-31-66	Mrs. J.M. Ayon	24713 Fries Ave.
7-31-66	G. J. Luzzini	24707 Fries Ave
7-31-66	Mrs. E. J. Luzzini	24707 Fries Ave.
7-31-66	Mr. L. L. Chermak	24617 Fries Ave
7-31-66	Mrs. Jeanne Chermak	24617 Fries Ave
7-31-66	Mr. James Huggabottom	24611 Fries Ave
7-31-66	Mr. Charles Cook	518 E. 246 St
7-31-66	Mr. James P. Mammoliti	512 E. 246 St
7-31-66	Wanda Mammoliti	" " "
7-31-66	P. E. Hill	508 E. 246 St
7-31-66	James E. Stewart	502 E. 246 St
7-31-66	R. Cabilla	506 E. 246 St
7-31-66	Ruthy Stewart	502 E. 246 St
7-31-66	Richard M. Cagin	503 E. 246 St
7-31-66	Betty M. Cagin	503 E. 246 St
7-31-66	Philip E. Gray	507 E. 246 St
7-31-66	Ed. Edmonson	513 E. 246 St
7-31-66	Paula Blair	502 E. 245 St
7-31-66	Lorraine Cline	502 E. 245 St

25 signs

PETITION

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
July 30-66	Mrs. Joan Sebrugg	460 246 th St
July 30-66	Mrs. Mary Foxworth	457 E 247 th St
July 30, 1966	Mrs. Charlotte Chen	461 E 247 th St
July 30, 1966	Chongwei Chen	461 E 247 th St
	Mrs. Gadden Ingram	454 E 247 th St
July 30, 1966	Ronald W. W. Warden	444 E 247 th St
July 30, 1966	Nancy R. Warden	444 E 247 th St
July 31, 1966	Chas A. Trent	438 E 247 th St
July 30, 1966	James A. Neal	438 E 247 th St
July 30 1966	Frank W. Warden	445 E 248 th St
July 30, 1966	H. Lawrence Leonard	461 E 248 th St, Warrington
July 30, 1966	William K. Leonard	461 E 248 th St
July 30 1966	Harold S. Nash	444 E 248 th St, Warrington
July 30 1966	Margaret Stone	440 E 248 th St
7-30-66	Paul C. Donohue	438 E 248 th St, W. W.
7-30-66	Sarah J. Simpson	439 E 249 th St, W. W.
7-30-66	Charles Simpson	439 E 249 th St, W. W.
7-30-66	Philip H. Hatcher	445 E 249 th St
7-30-66	Joe M. Colson	461 E 249 th St, W. W.
7-30-66	Arthur J. Warden	442 E 249 th St
7-30-66	Don H. Beard	444 E 249 th St
7-30-66	Richard S. J.	438 E 249 th St
7-30-66	William J. Warden	438 E 249 th St
7-30-66	Louise L. Warden	461 E Lomita Blvd
7-30-66	Roy F. W. Warden	461 E Lomita Blvd

P E T I T I O N

25 signs

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8-1-66	John R. ...	2450 ...
8-1-66
8-3-66	Mr. H. F. ...	24412 Marine Ave
8-3-66	Mr. ...	24500 ...
7/21/66	1167 711 ...	24506 Marine Ave
8/1/66	...	24506 Marine Ave
8/3/66	...	24518 ...
8/3/66	...	245 ...
8/3/66	...	5448 246 ...
8/3/66	...	2460 ...
8/3/66	...	24616 ...
8/3/66	...	24700 ...
8-3-66	...	24717 ...
8-3-66	MR. ...	24814 MARINE AVE
8-3-66	...	24814 MARINE AVE
8-3-66	...	24830 ...
8-3-66	...	24840 ...
8-3-66	...	24823 ...
8-3-66	...	24807 ...
8-3-66	...	24817 ...
8-3-66	...	24877 ...
8-5-66	Charles Howard	1747 Neptune
August 5, 1966	Barbara Howard	1747 Neptune Ave

P E T I T I O N

25 signs

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8-5-66	Mrs. Dorothy C. Anderson	1712 Ravenna Ave., N.W.
8-5-66	R. F. Anderson	" " " "
8-5-66	Mrs. Dolores Smart	1732 Ravenna Ave. West
8-5-66	Charles Schikawa	1949 Ravenna Ave. N.W.
8-5-66	Mrs. Vera E. Mattay	1747 Lagoon Ave
8-5-66	Harold H. Mattay	1747 Lagoon Ave
8-5-66	Clifford Davis	1741 Lagoon Ave
8-5-66	Mrs. Columbia Hansen	1733 Lagoon Ave
8-5-66	Mrs. J. Hansen	1733 Lagoon Ave
8-5-66	Mrs. Wm. E. Sloman	1700 Lagoon Ave
8-5-66	Flourna Peronin	1711 Lagoon Ave
8-5-66	Louise K. Moller	1702 Lagoon Ave
8-5-66	Walter J. Conrad	1732 Lagoon Ave
8-5-66	C. P. Huntington	1736 Lagoon Ave
8-5-66	C. P. Huntington	1736 Lagoon Ave
8-5-66	Mrs. Ruth E. MacArthur	1706 Bay View
8-6-66	Mr. Edward P. MacArthur	1706 Bay View
8-6-66	Frank L. Hatfield	1746 Island Ave
8-6-66	John H. Kilburn	1741 Island Ave
8-6-66	Rose M. Kilburn	1741 Island Ave
8-6-66	Sirna Bustamante	1729 N. Island Ave.
8-6-66	Gertrude Bustamante	1729 N. Island Ave.
8-6-66	Maria O. Myrta	1709 N. Island Ave
8-6-66	Jeff Wallace	1702 Island Ave.
8-6-66	Ronald Johnson	1718 Island Ave

25 sign

PETITION

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8-6-66	Alvin Johnson	1718 Island Ave
8-6-66	Mrs. Constance H. Keefe	1722 Island Ave
8-6-66	Mr. James J. Keefe	1722 Island Ave
8-6-66	Edward A. Orsini	1736 N Frisco Ave
8-6-66	Mary Ann Pissaparni	1742 N Frisco Ave
8-6-66	Laura J. Pissaparni	1742 Frisco Ave
8-6-66	Barbara Ciborowski	1732 Frisco Ave
8-6-66	Mr. J. Lachowski	1732 Frisco Ave
8-6-66	Mrs. N. J. Jankowski	1724 Frisco Ave
8-6-66	Mr. P. J. Jankowski	1716 N Frisco
8-6-66	Howard Ellock	1712 N Frisco
8-6-66	Olympia W. J. Jankowski	1712 N Frisco
8-6-66	Dick J. Johnson	1701 Frisco Ave
8-6-66	Cheryl L. Johnson	1701 Frisco Ave
8-6-66	Geneva T. Moore	1721 Frisco Ave
8-6-66	Michael Conato	1745 Marine Ave
8-6-66	Mrs. Pauline Conato	1745 Marine Ave
8-6-66	Mrs. Jean P. Conato	1741 Marine Ave
8-6-66	Lloyd L. Kuller	1741 Marine Ave
8-6-66	Ralph Robinson	1737 N Marine Ave
8-6-66	Mr. Ernest W. Parsons	1733 Marine
8-6-66	Mrs. Ernest W. Parsons	1733 Marine
8-6-66	Maurice Gordon	1729 Marine
8-6-66	Jessie B. Gordon	1729 Marine
8-6-66	G. B. White	1725 Marine Ave

25 sigs

P E T I T I O N

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DATE	NAME	ADDRESS
8/6/66	Maeles Johnson	1717 Marinal Way
8/6/66	Leta Johnson	1717 Marinal Way
8/6/66	Lee J Portugal	1715 Marine Blvd
8/6/66	Joséphina Portugal	1715 Marine Blvd
8/6/66	Francesca L. Young	1706 Marine Ave
8/6/66	Alton L. Young	1706 Marine Ave
8-6-66	Francis J. Hoyle	1718 MARINA PKWY
8-6-66	David Olson	1750 Marine Ave
8-6-66	A. Olson	1750 Marine Ave
8-6-66	Bethie Lawson	1752 N. Marine Ave
8-6-66	Kathleen Upton	1756 Marine
8-6-66	Martha Anderson	1752 No. Lagoon
8-6-66	Norma Ann Anderson	1752 No. Lagoon
8-6-66	Mr. John Smith	1713 Lagoon
8-6-66	Mr. Thomas Kirtan	1703 Lagoon
8-6-66	Mrs R.W. Thearle	1707 Lagoon
8-6-66	Ray W. Thearle	1707 Lagoon
8-6-66	Miriam Glass	1741 Lagoon
8-6-66	George S. Malaga	3806 Lomita Blvd
8-6-66	Charles Zerovantian	1746 Ravenshoe
8-7-66	Ethel H. Root	606 West K St
8-7-66	Celina Wall	1658 Bayview
8-7-66	Ruth Dominguez	1666 Bayview Ave
8-7-66	Janis ...	1628 Bayview
8-7-66	Don Davidjian	1622 Bayview

25 signs

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
Aug 7, 1966	Grace Elaine Dunn	1614 Bay View Ave Wilmin
Aug 7, 1966	Mrs. Lydia R. Yates	1636 Bradford Dr Wilmin
Aug 7, 1966	Mrs. Harold Lutz	625 West P. O. St. Wilmin
Aug 7, 1966	Mrs. Ernie Garrett	1516 Bay View Ave Wilmin
Aug 7, 1966	Ernie D. Garrett	1516 Bay View Ave Wilmin
Aug 7, 1966	Ryan Nichols	1522 Bay View Ave Wilmin
Aug 7, 1966	Clara Nichols	1522 Bay View Ave Wilmin
Aug 7, 1966	Madeline A. Graham	1516 Bay View Ave "
Aug 7, 1966	Wayne P. Graham	1516 Bay View Ave "
Aug 7, 1966	Paul P. Graham	1511 Bay View Ave "
Aug 7, 1966	Bob Barrera	1523 Bargo View
Aug 7, 1966	Daniel Skelley	1537 BAY VIEW
Aug 7, 1966	Hector A. Skelley	1537 Bay View
Aug 7, 1966	Alice L. Skelley	1541 Bay View
" " "	James L. Skelley	1541 Bay View
" " "	Ray Arden	1547 Bay View
Aug 7, 1966	Jane Emma	1551 Bay View
Aug 7, 1966	Andrew	1563 Bay View
Aug 7, 1966	William R. Stark	708 W. "C" St.
Aug 7, 1966	Julia E. Lamb	1632 W. Donald Ave
Aug 7 - 66	Tora Wagner	1636 W. Donald Ave
Aug 8, 1966	Mrs. Seldie Lewis	1647 W. Donald Ave
Aug 7, 1966	Mrs. Benet Brown	1641 W. Donald Ave
Aug 7, 1966	Ernest Brown	1641 W. Donald Ave
Aug 7, 1966	Charles E. Powell	1637 W. Donald Ave

25 sigs.

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8-7-66	Sharon Linn	1617 Mc Donald
8-7-66	Missie Moore	1613 Mc Donald
8-7-66	Altha Mill	1613 Mc Donald
8-7-66	F. C. Ollie	1567 Mc Donald ave.
8-7-66	Sammy Brown	1551 Mc Donald
8-7-66	Mrs. Dorothy Brown	1551 Mc Donald
8-7-66	Mrs. L. J. W. Johnson	1541 Mc Donald
8/7/66	Mrs. J. A. Johnston	1529 Mc Donald
8/7/66	Mrs. Mary Swanson	1511 Mc Donald
8/7/66	Sammy Brown	1511 Mc Donald
8/7-66	Paul K. Smith	1467 Mc Donald Ave
8/7/66	Mrs. Paul W. Smith	1459 Mc Donald Ave.
8-7-66	Sergeant Yell	1471 Mc Donald
8-7-66	T. B. Smith	1427 Mc Donald
8-7-66	Pauline Brown	1417 Mc Donald
8-7-66	Dorothy Blackwell	1452 Mc Donald Ave
8-7-66	Arthur G. Stover	1467 Mc Donald
8-7-66	Dorothy B. Brown	1521 Mc Donald
8-7-66	J. A. Smith	1526 Mc Donald
8-7-66	Ruth E. Summer	1536 Mc Donald
8-7-66	Charles F. Stover Jr.	1548 Mc Donald
8-7-66	Sammy Brown	1548 Mc Donald
8-7-66	R. Paul Robinson	1550 Mc Donald
8-7-66	Frances Rodriguez	1550 Mc Donald
8-7-66	John Smith	1506 Mc Donald

25 signs

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8-5-66	Louis C. Marsald	1741 N. Neptune
"	John Miller	1737 "
"	John Papacovich	1733 "
"	Mary Jane Papacovich	1733 Neptune Ave.
"	Mrs. Candace Cordaid	1723 Neptune Ave.
"	Miss Carmela L. Butler	1713 Neptune Ave.
"	Mrs. Clara Puckhorn	1703 Neptune Ave.
"	Miss Marie	1702 Neptune Ave.
"	Miss Catherine Carter	1701 Neptune Ave.
8-5-66	Mrs. Helen Trullinger	1709 Neptune Ave.
"	Jack E. Trullinger	1709 Neptune Ave.
"	Geo. Whitcomb	1719 Neptune Ave.
"	Mrs. Whitcomb	1712 Neptune Ave.
"	Mrs. Johnson	1726 Neptune Ave.
"	John Johnson	1726 Neptune Ave.
"	Ed. Decker	1733 Neptune Ave.
"	Anna Maria Decker	1732 Neptune Ave.
"	Ed. Decker	1724 Neptune Ave.
"	Marjory Johnson	1734 Neptune Ave.
"	Richard S. Good	1737 Ravenna Ave.
"	Arthur Good	1727 Ravenna Ave.
"	Thomas E. Swain	1723 Ravenna Ave.
"	Ruby J. Swain	1723 Ravenna Ave.
"	Robert W. Lessig	1703 Ravenna Ave.
8-5-66	Clara Taylor	1712 Ravenna Ave.

25 sigs.

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8-7-66	Ronald J. Rasmussen	166 1/2 Neptune Ave.
8-7-66	Edson W. Johnson	1651 Neptune Ave.
8-7-66	Karen M. Johnson	1651 Neptune Ave.
8-7-66	Edward H. Cohen	1647 Neptune Ave.
8-7-66	Anna C. Chasman	1647 Neptune Ave.
8-7-66	Jack L. Kellner	1637 Neptune Ave.
8-7-66	Ernest Lee Lee	1637 Neptune Ave.
8-7-66	Mrs. Dorothy J. Morrison	1627 Neptune Ave.
8-7-66	Mr. Robert Johnson	1623 Neptune Ave.
8-7-66	Mrs. Wm. H. Harker	1507 Neptune Ave.
8-7-66	Mrs. E. C. Neal	1461 Neptune Ave.
8-7-66	Mr. E. C. Neal	1461 Neptune Ave.
8-7-66	Mrs. H. A. Blaine	1461 Neptune Ave.
8-7-66	Mrs. Nora E. Dixon	1447 Neptune Ave.
8-7-66	James Harrison	1441 Neptune Ave.
8-7-66	Alvin Dick	1423 Neptune Ave.
8-7-66	Charles R. Lopez	1417 Neptune Ave.
8-7-66	William H. Galay	1432 Neptune Ave.
8-7-66	Edith Galay	1432 Neptune Ave.
8-7-66	Theodore W. Moffitt	1416 Neptune Ave.
8-7-66	Calvin Moffitt	1416 Neptune Ave.
8-7-66	Ernest H. Brown	1452 Neptune Ave.
8-7-66	Caroline E. Sykes	1462 Neptune Ave.
8-7-66	James Brown	1468 Neptune Ave.
8-7-66	John Brown	1356 Neptune Ave.

25 signs

PETITION

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8-7-66	Mrs J. Shanderson	1556 Neptune
8-7-66	Debra Lynn R. Smith	1506 NEPTUNE
8-7-66	Kashleen Squires	1602 Neptune
8-7-66	J. Jaramal	1603 Neptune
8-7-66	Dolores J. Squires	1603 Neptune
8-7-66	Alfred Squires	1618 NEPTUNE
8/7/66	Frank R. Hillbert	1626 Neptune
8/7/66	Mary E. Hillbert	1626 Neptune
8-7-66	Hilbert C. Squires	1636 Neptune Ave.
8-7-66	Madge Squires	1636 Neptune Ave.
8-7-66	Janni Mary Squires	1646 Neptune Ave.
8-7-66	Genevieve Squires	1650 Neptune
8-7-66	Earl J. Squires	1650 Neptune
8-7-66	Garber Beane	506 W. R. St.
8-7-66	Quinn Hoge	1656 Neptune Ave.
8-8-66	Thelma G. Schum	317 West R St.
8-8-66	Ron Williams	314 West R. St.
8-8-66	Mrs. Dorina Smith	324 West R. St.
8-8-66	Mrs. Lillian Smith	314 West R. St.
8-8-66	Mrs. Tony C. Squires	1651 Island Ave.
8-8-66	James P. Dougherty	1652 Island Ave.
8-8-66	Alan L. Dougherty	1652 Island Ave.
8/8/66	Susan O. Williams	22215 Sunset Ave. Apt 2
8-8-66	Francis G. Squires	1642 Island Ave.
8-8-66	Joy M. Squires	1636 Island Ave.

P E T I T I O N

25 signs

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
Aug 3-66	Edna P. Chouy	24628 Loma Ave.
Aug 3-66	Laura Lee T	24622 Fries Ave.
Aug 3-66	Gabriel Jones	550 E 24th St
Aug 3-66	Connie Jones	550 E 24th St
Aug 3-66	Nona Nelson	24818 Marine Ave.
Aug 3-66	E. Catelano	24824 Marine Ave.
Aug 3-66	[Signature]	24836 Marine Ave.
Aug 3-66	Robert A. Lutz	24543 Marine Ave.
Aug 3, 1966	Mrs. Jorgensen	24723 Marine Ave.
Aug 3, 1966	Esther P. Tripp	24719 Marine Ave.
Aug 3, 1966	Walter L. Stegell	24719 Marine Ave.
Aug 3-1966	Francis Swanson	24713 Marine Ave.
Aug 3-1966	Patricia Turner	24709 Marine Ave.
Aug 3, 1966	Shari L. Wood	24627 Marine Ave.
Aug 3, 1966	Fred Woody	24617 Marine Ave.
Aug 3, 1966	Mr Joe T. [Signature]	24601 Marine Ave.
Aug 3-1966	Mrs. Anna L. Turner	24523 Marine Ave.
Aug 3, 1966	Mrs. Josee Ramirez	24513 Marine Ave.
Aug 3, 1966	R. A. Wingard	24627 S. Avalon Blvd.
Aug 3, 1966	Samuel [Signature]	24623 Avalon Blvd.
Aug 15, 1966	Wray D. Fleming	24624 Avalon Blvd.
Aug 3, 1966	J. A. Lomridge	24507 Marine Ave.
Aug 3, 1966	John D. [Signature]	24503 Marine Ave.
Aug 3, 1966	Donald [Signature]	24419 Marine Ave.
Aug 3, 1966	Mary [Signature]	24419 Marine Ave.

P E T I T I O N

25 signs

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8/3/66	Mrs. Elaine Mason	23619 Nicole Ave.
8/5/66	Mrs. Joyce Burch	23610 So. Kinard Ave
8/5/66	Charles A. Bell	23574 So Kinard Ave
"	Mrs. Marilyn Ugg	23579 Kinard Ave
8/5/66	Mrs. Helen Foster	23515 Kinard Ave
8/5/66	Mrs. Juliane Nala	23619 Kinard Ave.
8/5/66	Mrs. Kate McKinnon	270 W. 235 th St. Wilms
8/5/66	Mrs. Lois Walters	222 W. 235 th St. Wilmington
8/5/66	Mrs. Evelyn Davis	234 W. 235 th Wilms.
8/5/66	Mrs. Gail Ingram	246 W. 235 th Wilms
8-5-66	Mrs. Anna Rankin	250 W. 235 th Wilmington
8-5-66	Marta McCann	256 W 235 th Wilms.
8-5-66	Mrs. Lisa Buckle	262 St. 235 th Wilms.
8-5-66	Mrs. Carmel O'Brien	266 W. 235 th Wilms
8-5-66	Mrs. Alden Whit	272 W 235 th Wilms
8-5-66	Egan Kennedy	276 W 235 th Wilms
8-5-66	Mrs. Dorothy Kennedy	276 W. 235 th St. Wilms
8-5-66	John D. Pearce	282 W. 235 th Wilms
8-5-66	Mrs. Joan M. Anger	282 W. 235 th Wilms
8-5-66	Mrs. Emma Gillis	303 W 235 th Wilms.
8-5-66	Chris Cameron-Walton	309 W 235 th Wilmington
8-5-66	Joseph Campbell	325 W 235 th St. Wilmington
8/5/66	Mrs. Kathleen Chisholm	331 W 235 th St. Wilmington
8/5-66	Mr. R.B. Cary	355 W. 235 th St. Wilms
8/5/66	Sam J. Bentley	371 W 235 th St. Wilms

25 sigs

PETITION

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

25

DATE	NAME	ADDRESS
8/11/66	Mrs. Clara A. Neff	218 W. 236 th St. Wilmington
8/21/66	Charles Brubaker	23517 - Frigate Ave.
8/4/66	Mrs. Patricia Hill	23521 S Frigate Ave.
8/4/66	Mrs. Lois Hedges	233 W 235 th St Wilmington
8/4/66	Mrs. Ann Underwood	242 W 235 th St Wilmington
8/4/66	Mrs. Jean Tomstock	23502 Frigate Ave. Wilms.
8/4/66	Mrs. Jeanne McCabe	142 W. 235 th St. Wilms.
8/4/66	Mrs. Winifred Houston	158 W. 235 th St. Wilms.
8-4-66	Edward D. Bates	143 W. 235 th St. Wilms.
8-4-66	Mrs. Robert	
8-4-66	Mrs. Billie Morris	147 W. 235 th Wilms.
8-4-66	Mrs. Nellie Williams	154 W. 235 th St. Wilms.
8-4-66	Mrs. Mary Baker	209 W. 235 th St.
8-4-66	Charles Brubaker	219 W. 235 th Wilmington
8-4-66	Mrs. F. Brubaker	219 W. 235 th Wilmington
8-4-66	Mrs. K. E. Ward	223 W. 235 th St. Wilms.
8-4-66	Mrs. Robert M. Paul	243 W 235 th St. Wilms.
8-4-66	Mrs. Ruby Pennington	249 W 235 th St. Wilms.
8-4-66	Mrs. Betty Moraga	255 W 235 th St. Wilms.
8-4-66	Mrs. Betty	259 W 235 th Wilms.
8-4-66	Mr. G. A. Peterson	269 W 235 th St.
8-4-66	Mrs. C. L. Peterson	269 W 235 th St.
8-4-66	Mrs. Pauline Brady	295 W. 235 th St.
8-4-66	Mrs. Geneva Brown	23444 Moneta Ave.
8-4-66	William Brown	23444 Moneta Ave.
8-5-66	Jack D. Karsell	23617 Carolside, Wilms.

P E T I T I O N

25 sign

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
7/30/66	Al Caldwell	580 E 237th place Wilmington
7/30/66	Mrs Edna Roman	23624 Labelle Ave
7-30-66	Jack L Crowl	4330 E. 237th St. Wilin
7-30-66	Mrs J. Crowl	4330 E. 237th St. Wilin
7-30-66	Lyda A Collins	4270 E. 237th St. Wilmington
7-30-66	Gene S. Sals	2408 Ravenna Wilmington
8-1-66	R. N. Tapp	2500 2 Marbella Ave. Wilin
7-31-66	James E. Spencer	24109 RAVENNA AVE. Wilmington
7-31-66	Ray J. J. J. J.	24103 RAVENNA AVE
7-31-66	Mrs. J. J. J.	24103 RAVENNA AVE
7-31-66	Gene M. Gonzalez	24013 Ravenna
7-31-66	Mrs. Frank Morales	24018 Ravenna
7-31-66	Mr. George A. Roberts	24019 Ravenna
7-31-66	John King	347 Lincoln St.
7-31-66	Balka Vadd	937 Lincoln St. Wilin
7-31-66	Mrs. J. J. J.	331 Lincoln St.
7-31-66	Mrs. Juanita B. Adams	319 Lincoln St.
7-31-66	Mrs. M. E. Pito	303 Lincoln Street
7-31-66	Marion E. Pito	303 Lincoln Street
7-31-66	Mrs. Ernest Kears	23921 Marbella Ave
7-31-66	L. C. Bailey	24007 RAVENNA AVE
7-31-66	Francis J. J.	24119 Ravenna Ave
7-31-66	Mrs. Elia Sotelo	24006 Ravenna Ave.
7-31-66	Mrs. Louis Lee	349 E. Lincoln St.
7-31-66	Mrs. Roy Rita	24137 Ravenna Ave.

25 signs

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
7-30-66	John C. Hass	23719 PANAMA AVE
7-30-66	Harry C. Follen	820 E 238th
7-30-66	Edwin Chamberlain	384 E 238th St. Wilms
7-30-66	Late Franklin	375 E 238th St. Wilms
7-30-66	Adeline Sheppard	368 E 238th St.
7-30-66	Mrs. J. S. Chiving	371 E 238th St.
7-30-66	Mrs. C. A. Bagitt	365 E 238th St.
7/30-66	Mrs. L. E. Frazier	358 E 238th St.
7-30-66	Mr. H. J. Kager	349 E 238th St. Wilms
7-30-66	Mr. & Mrs. John Reed	340 E 238th St.
7-30-66	Mark R. Briggs	336 E 238th St. Wilms
7/30/66	Mrs. R. O. Oline	330 E 238th St.
7/30/66	Mrs. C. L. Stram	321 E 238th St.
7/30/66	CAPT. D. Bloom	319 E 238th St.
7/30/66	Mr. R. H. [unclear]	23825 Catalina Ave
7/30/66	Halabel [unclear]	418 E 238th St.
7/30/66	[unclear]	434 E 238th St.
7/30/66	Charles Nord	437 E 238th St.
7/30/66	[unclear]	502 E 238th St.
7/30/66	Eugene E. Darrow	515 E 238th St.
7/30/66	Blanche Desjardins	514 E 238th St. Wilms
7/30/66	E. E. Flaherty	23703 [unclear]
7/30/66	P. J. Silva	23715 Halabel
7-30-66	Mrs. Mary D. Hankla	575 E 238th St. Wilms
7-30-66	James C. Hankla	575 E 238th St. Wilms

P E T I T I O N

29 signs.

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8/2/66	Yvonne E. Thaddeus	2364 Panama
8-2-66	Margaret Kasevich	377 E. 237th St.
8-2-66	Mrs. Jackson	371 E. 237 St.
8-2-66	B. H. Wallace	315 E. 237 St.
8-2-66	D. Colquhoun	23616 Catehill Ave
8-2-66	Quintin Brown	23703 So Catehill Ave
8-2-66	James Blinnick	308 E. 237th St
8-2-66	Miss M. Emma Hardy	340 E. 237th St
8-2-66	William A. Jensen	362 E. 237th St
8-2-66	Helen L. White	23703 Panama Ave
8-2-66	Mr. Mrs. R. J. Hanes	411 E. 237th St. W. H.
8-2-66	Mrs. Margaret Hackett	423 E. 237th St. W. H.
8-2-66	Mr. Bill E. Kettler	445 E. 237th St. W. H.
8-2-66	E. N. Dicker	504 E. 237th St.
8-2-66	Mrs. B. Cavillan	518 E. 237 St.
8-2-66	Paul M. Galt	538 E. 237th St. W. H.
8-2-66	Wayne Hewerick	555 E. 238th St.
8-2-66	Jack Catala	421 238th St.
8-2-66	J. S. Vran	420 238th St.
8-2-66	Albert J. Halperin	414 E. 238th St.
8-3-66	E. R. Sparks	433 E. 238th St.
8-3-66	J. Davidson	515 E. 238th St.
8-3-66	Mrs. M. S. Jinger	508 E. 238th Street
8-3-66	Mrs. John A. Severn	446 E. 238 St.

25 signs

PETITION

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8-2-66	OTHO C WEBB	365 E 237
8-2-66	Annette Hamilton	353 C. 237th
8-2-66	Dorothy Johnson	319 E 237th St
8-2-66	Patricia Malle	309 E 237th St
8-2-66	Elmer C Saari	23715 Catalina
8-2-66	Mary J. Smith	23725 Catalina
8-2-66	Ronald E. McNeil	352 E 237
8-2-66	E. B. Jarrin	23702 Panama Ave
8-2-66	Maure Millard	430 E. 237th St.
8-2-66	Michael Buckley	424 E 237th St.
8-2-66	Walter Smith	452 E 237th St
8-2-66	Margaret Johnson	446 E 237th St.
8-2-66	Eleanor Friedman	515 E. 237 St
8-2-66	P. G. Johnson	524 E 237 St
8-2-66	P. E. Lee	23614 Idaho - Walnut
8-2-66	L. D. D. Jr	23704 Hotel Archib.
8-2-66	Mrs Edna Kunkin	561 E 238th
8-2-66	J. D. Reed	553 E 238th Pl.
8-2-66	C. Y. Deane	241 E. 238th Pl.
8-2-66	Mrs Harry B. Baker	535 E 238th Pl.
8-2-66	L. J. French	403 E. 238th Pl.
8-2-66	Robert E. Adams	431 E. 238th Pl.
8-2-66	Susan Walker	27607 Panama
8-2-66	Marie Bowden	403 E 238th St
8-2-66	J. V. Hood	408 E 238th St

25 sign

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8-4-66	Mrs. Peter Costello	516 Carriagedale Dr.
8-4-66	Ed. Rubio	418 CARRIAGEDALE DR.
8-4-66	Mrs. J. Ann Woodworth	418 Carriagedale Dr.
8-4-66	Mrs. Bill D. Logan	368 Carriagedale Dr.
8-4-66	Mrs. Shirley N. Frie	364 Carriagedale Dr.
8-4-66	Mrs. Norma Ritzke	354 Carriagedale Dr.
8-4-66	Mrs. Lebera Kautsky	332 Carriagedale Dr.
8-4-66	Mr. Richard Witterburg	326 Carriagedale Dr.
8-4-66	Mrs. Linda Cross	322 Carriagedale Dr.
8-4-66	Mrs. Barbara J. Higgins	318 Carriagedale Dr.
8-4-66	Mr. Conrad J. Jones	306 Carriagedale Dr.
8-4-66	Mrs. Alice Shirley	254 Carriagedale Dr.
8-4-66	Mrs. Arlene K. Gall	250 Carriagedale Dr.
8-4-66	Mrs. Helen Petersen	234 Carriagedale Dr.
8-4-66	Paul Seeger	222 " "
8-4-66	Paula Dille	218 Carriagedale Dr.
8-4-66	Mrs. Joan Delli	215 Carriagedale Dr.
8-4-66	Mrs. Judith Anderson	210 Carriagedale Dr.
8-4-66	Mrs. Yvonne Murai	202 Carriagedale Dr.
8-4-66	Mrs. Frances Chambers	23630 S. Frigate Ave.
8-4-66	Mr. Giovanni P. Piro	23620 S. Frigate Ave.
8-4-66	Mrs. Norma Johnson	23610 S. Frigate Ave.
8-4-66	Mr. Albert G. G. G.	22614 S. Frigate
8-4-66	Mrs. Albert Pennington	22614 S. Frigate
8-4-66	Mrs. Margaret D.	222 Carriagedale Dr.

25 sigs

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8-6-66	Mrs. Patricia Larkelbacher	243 W. 234 th Pl
8-6-66	Mr. Charles Ballwin	233 W 234 th Pl.
8-6-66	Mrs. Patricia Ballwin	233 W 234 th Place
8-6-66	Mrs. Geneva M. Whitmore	227 W. 234 th Place
8-6-66	Mrs. Marc Nourissou	213 W. 234 th Place
8-6-66	Mrs. Shirley Frantz	207 West 234 th Place.
8-6-66	Mrs. Frank DeLeon	207 W 234 th place
8-6-66	Yvonne Shirley Young	203 W 234 th Pl.
8-6-66	Mr. Francis Cuellar	140 W 234 th St
8-6-66	Mrs. Home P. Hara	146 W. 234 th St.
8-6-66	Mrs. Maria Schick	152 W 234 th St.
8-6-66	Mr. W. Schick	152 W. 234 th St.
8-6-66	Mrs. Alice W. Roberts	156 W 234 th St.
8-6-66	Mrs. Antoinette Conrad	162 W. 234 th St
8-6-66	Mrs. Bonnie Conrad	162 W. 234 th St
8-6-66	Mr. Donald Kowles	206 W 234 th St
8-6-66	Mrs. Ruth Cox	212 W. 234 th St.
8-6-66	Mrs. D.P. Kersey	218 W 234 th St
8-6-66	Walter A. Mansour	226 W. 234 th St
8-6-66	Madeline M. Mansour	226 W 234 th St.
8-6-66	Mrs. Alice Kegan	232 W. 234 th St.
8-6-66	Mrs. David M. Gutter	238 W 234 th St
8-6-66	Mrs. Edwin L. Loring	244 W 234 th St
8-6-66	Mrs. Robert L. Barts	248 W. 234 th St.
8-6-66	Mr. John A. Barts	248 W 234 th St.

25 signs

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8/6/66	Eliot Waddell	23416 Carollale Ave
8/6/66	Conita Brandenburg	416 W. 234th Pl.
8/6/66	Mrs. Waddell	429 W 234th Place
8/6/66	Mrs. Joyce Jones	423 West 234th Place
8-6-66	Samuel Bracero	413 W 234th Pl
8-6-66	Mrs. Gloria Bracero	413 W- 234 th Pl.
8-6-66	Clayton J. Muckelroy	254 W 234 th Pl
8-6-66	Norman Muckelroy	254 W 234 th Pl.
8-6-66	William H. Janni W	228 W. 234 Pl.
8-6-66	Edgar Barnes	227 W 234 th Pl.
8-6-66	Mrs. Joyce Cresney	208 W. 234 th Pl.
8-6-66	M. Michael Duff-Board	202 W. 234 th Pl.
8-6-66	Andrew P. Linn	176 W. 234 th Pl.
8-6-66	Mrs. Robbie Deane	172 W 234 th Pl.
8-6-66	Mrs. Barbara J. Galic	166 W. 234 th Pl. W. C.
8-6-66	Calvin E. Frouche	162 W. 234 th Pl.
8-6-66	R. H. Wente	156 W 234 th Pl.
8-6-66	Mrs. Della M. Smith	146 W. 234 th Pl.
8-6-66	Mrs. Thorne Morse	142 W 234 th Place
8-6-66	Mrs. Norma J. Wood	143 W. 234 th Place
8-6-66	C. J. Tedans	153 W. 234 th Pl.
8-6-66	Wills V. Baker	157 W 234 th Pl.
8-6-66	Mrs. Willey J. Babbitt	157 W. 234 th Place
8-6-66	Mrs. Wills E. Mills	187 W 234 th Place.
8-6-66	Mrs. Wills E. Mills	187 W. 234 th Pl.

25 sigs.

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8-6-66	Mrs. Jeanne Pledge	23451 Caroldale Wilmington
8-6-66	RW Eldredge	23451 Caroldale Wilmington
8-6-66	Mrs. Laura Thomas	2345-3 Caroldale, Wilmon
8-6-66	W. J. Forester	5418 W. 235th St. Wilmon.
8-6-66	Paul D. McMillan	23428 Caroldale Ave, Wilmon
8-6-66	Mrs. Claire Kuzmarowski	4280 234th Pl. - Wilmington
8-6-66	Mrs. Fabiana Schmitt	4280 W. 234th Pl. Wilmon.
8-6-66	Robert L. Schmitt	412 W. 234th Pl. Wilmon.
8-6-66	Margaret S. Bunker	412 W. 234th Pl. Wilmon.
8-6-66	Mrs. Betty Miner	402 W. 234th Pl. Wilmon.
8-6-66	Mr. J. D. Miner	" " "
8-6-66	Mr. J. W. Sumner	348 W. 234th Pl. Wilmon.
8-6-66	Mrs. Metell W. Sumner	348 W. 234th Place Wilmon.
8-6-66	Mrs. Carol Chabot	328 W. 234th Pl. Wilmon.
8-6-66	Mr. Edward Chabot	328 W. 234th Pl.
8-6-66	Fred D. Wittbach	322 W. 234th Pl.
8-6-66	Mr. Paul Chabot	309 W. 234th Pl.
8-6-66	Joseph C. Chabot	309 W. 234th Pl.
8-6-66	Mrs. W. C. Grant	313 W. 234th Pl.
8-6-66	Mrs. Dorothy Jaffee	323 W. 234th Pl.
8-6-66	Mrs. Barbara Sauls	329 W. 234th Pl.
8-6-66	David J. Sailey	333 W. 234th Pl.
8-6-66	Mrs. Mary Coffman	355 W. 234th Place
8-6-66	Rosalyn Smith	403 W. 234th Place
8-6-66	Mrs. Mary Smith	403 W. 234th Place Wilmon.

25 signs

PETITION

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8/5/66	Mrs. Judy Chelton	351 W. 235 St.
8/5/66	Mrs. Marie Harrison	357 W. 235 St.
8/5/66	Mrs. Barbara Platt	409 W. 235 St.
8/5-66	Emilio J. Phernandez	429 W. 235 St. (Washington)
8.5-66	Mrs. R. M. Lamoso	434 W. 235 St. (Washington)
8/5/66	Richard C. Miller	442 W. 235 St. 11
8/5/66	Phillis B. Miller	444 W. 235 St.
8/5/66	Felix Lamoso	474 W. 235 St.
8/5/66	Mrs. Marie Tracy	422 N. 235 St.
8/5/66	Richard E. Fenn	416 W. 235 St.
8/5/66	Mrs. Lois Shaffer	408 W. 235 St.
8/5/66	Mrs. Harriette Thompson	402 St. 235 St.
8-5-66	Kenneth Thompson	402 W. 235 St.
8-5-66	Mrs. Dorothy Lamoso	354 W. 235 St.
8-5-66	Mrs. Beverly Thomas	344 W. 235 St.
8-5-66	Mrs. Susan Manning	318 W. 235 St.
8-5-66	Mr. Frank McLeod	306 W. 235 St.
8-5-66	Mrs. E. L. M. Metcalf	306 N. 235 St.
8-6-66	Mrs. Louise Bartlett	234 1/2 S. Carollade
8-6-66	Paul C. L. New	234 1/2 Carollade Ave
8-6-66	Mrs. J. J. Shuster	234 25 Carollade Ave
8-6-66	Mrs. Robert V. Handberg	234 25 Carollade Ave
8-6-66	Mrs. Alice Navarrete	234 29 Carollade Ave
8-6-66	Mrs. J. J. Shuster	234 33 Carollade Ave
8-6-66	Mrs. J. J. Shuster	234 39 Carollade Ave

25 people

P E T I T I O N

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS
8-4-66	Karun Murai	202 Carlsdale Dr.
"	Albert Allen	217 Carlsdale DR
"	Arb Allen	11
8-5-66	Andrew A. Dixon	23602 Carlsdale Ave.
8-5-66	^{Frances} Mrs. Cora Ann Green	23601 Carlsdale Ave.
"	Mrs. Grace Kellogg	23520 Carlsdale Ave.
8-5-66	Mrs. Nancy Thompson	23501 Carlsdale Ave.
8-5-66	Mrs. Virginia Pratt	23509 Carlsdale Ave.
8-5-66	Mrs. Patricia Hansen	23515 Carlsdale Ave.
8-5-66	Mrs. Karen Stone	23525 Carlsdale Ave.
8-5-66	Miss Lolita Paron	23613 S. Carlsdale Ave.
8-5-66	Mrs. Marlene Harrell	23617 Carlsdale Ave.
8-5-66	Mrs. Shirley Woodward	23616 Carlsdale Ave.
8-5-66	Mrs. Patricia Austin	23612 Naffa Ave.
8-5-66	Mrs. E. Frances Pizarro	23606 Naffa Ave.
8-5-66	Mrs. Patricia Ford	23524 Naffa Ave.
8-5-66	Mrs. Janet Hayden	23508 Naffa Ave.
8-5-66	Mrs. Violet McFadden	23504 Naffa Ave.
8-5-66	Mrs. Shirley Sparks	23509 Naffa Ave.
Aug 5-66	Mrs. C. P. LaSalle	23519 Naffa Ave.
8-5-66	Mrs. Joani Azaki	23525 Naffa Ave.
8-5-66	Mrs. Sandra Foreman	23603 Naffa Ave.
8-5-66	Mrs. Helen Jones	23607 Naffa Ave.
8-5-66	Mrs. George Fair	23613 Archibald Ave.
8-5-66	Mrs. Ellen J. Fair	23613 Archibald Ave.

25 people

PETITION

WE, the undersigned, are IN FAVOR of the County of Los Angeles changing the zone of approximately 40 acres lying between Main Street and Avalon Boulevard, on the north side of Lomita Boulevard, from the existing M-2, R-2 and B-1 to R-1 zone, as set forth in ZONING CASE NO. 5134-(4), in order to enhance the established residential community of high quality homes:

DATE	NAME	ADDRESS	WITNESSES
Aug 4 th 1966	Roger Turner	23620 S. DENFORD Av.	
Aug 4 th 1966	Madelene Turner	23620 S. Denford Av. Wilmington	
Aug 4 th 1966	Alfredo Lopez	23524 S. TRIGATE Av. Wilmington	
8-4-66	Mrs. Kathryn Williams	23606 Delford Ave. Wil.	
8-4-66	Mrs. Stanley W. Jones	23520 Delford Ave. Wil.	
8-4-66	Mrs. Gladys Williams	23506 S. Delford. Wil.	
8-4-66	Mr. Charles Williams	11 - - -	
8-4-66	Mrs. Betty Williams	23504 S. Delford.	
8-4-66	Leice Curtis	23502 So Delford.	
8-4-66	Mrs. Florence E. Curtis	23502 So. Delford	
8-4-66	Mrs. Kathryn Binger	23505 So. Delford	
8-4-66	Mr. Stanley J. Bunker	23509 Delford	
8-4-66	Mr. Jackie Bunker	23509 Delford	
8-4-66	Miss Josephine M. Bunker	23513 S. Delford	
8-4-66	Mrs. Toni Colson	23519 Delford	
8-4-66	Lancy Colson	23519 Delford	
8/4/66	Mrs. B. Arminigolac	23603 Delford Ave.	
8/4/66	Looco Armeni	23603 S. Delford Ave.	
8/4/66	R. Farnes	23613 Delford.	
8/4/66	Ernie H. Kelly	23621 So. Delford	
8/4/66	Mrs. Cynthia Chen	206 Carriage Dale Dr.	
8-4-66	J. H. Chen	- - -	
8-4-66	Mrs. Elaine Chen	214 Carriage Dale Dr.	
8-4-66	Mrs. Evelyn Lopez	206 Carriage Dale Dr.	
8-4-66	Kenneth E. Estey	206 Carriage Dale Dr.	

- A. Zoning Case 5134-(4)
- B. Santa Fe Railroad
- C. Chicken Slaughtering Facility
- D. Oil Transport Company
- E. Pacific Intermountain Express
- F. Purex Corporation
- G. Fletcher Oil & Refining Co.
- H. American Can Company

CASE No. 5134-(4)
EXHIBIT
FILED
OCT 20 1966
BOARD OF SUPERVISORS
BY *[Signature]*

(Appointments
to
affiliated)

S-12

UP

Associated Carson - Dominguez Chambers of Commerce

P. O. BOX 374
TORRANCE, CALIFORNIA
PHONE 325-1165

October 20, 1966

Supervisor Burton W. Chace, Chairman,
Board of Supervisors,
County of Los Angeles,
Hall of Administration,
Los Angeles, California, 90012

Dear Supervisor Chace:

The request for zone change by Carousel Incorporated from R-2, M-2 and B-1 to R-1 affecting substantial acreage located 1900 feet east of South Main Street with a frontage of 825 feet and a depth of 220 feet has come before us again.

This property has been the subject of a number of refusals for change of zoning, including the Board of Supervisors and the Advisory Industrial Committee in the past eighteen months.

Dominguez State College

This land is served by existing rail facilities. It is immediately adjacent to other industries to the west. Industries that have located in this area because of proper zoning, rail facilities, utilities and easy access to the harbor and freeways.

I have been directed by the Board of Directors of the Carson Chamber of Commerce to respectfully request that the Board of Supervisors abide by its earlier decisions in not granting a change in zoning.

We believe that this adversely affects the prior established properties of some of our membership. These industries are most concerned over not maintaining a buffer zone between industry and residents. The Carson Chamber of Commerce strongly believe that buffers of at least 200 feet should always be maintained between the two. We are sure that any land developer or community planning expert would agree.

We as a Chamber of Commerce want to see our Area grow. We welcome residential development. However, we do not want to do as other nearby communities have done; let all of their industrial property be zoned for other purposes. We must keep an even balance in order to function economically as a community.

We have been told by various research firms, banking institutions and others that within 12 to 15 years there will be no more industrial zoned property available in the Los Angeles Basin. We must plan ahead for the many people moving here and who will need employment.

The case for additional housing is extremely difficult to comprehend since within a five mile perimeter there are at least five housing tracts which have been bankrupt and are presently being promoted and sold extremely slowly by the finance agencies. Under present economic pressures and the slowness of the market, new added housing can only be a problem to County Administration and all concerned.

CASE No. 5134-(4)

FILED

OCT 20 1966

BOARD OF SUPERVISORS

[Signature]

DRES 0190

I am also representing Mr. William Salyers, President of the Dominguez Chamber of Commerce. He too was directed by his Board of Directors to request denial of this zone change.

Both Chambers believe that this zoning will have a decided affect on our Communities not only now-but particularly in the future. We as Chamber Officers are obligated to protect planning that will be for the overall betterment of the Community.

At times, it seems as though some people wish to take everthing from our Area and give nothing in return. This is not fair for the people already located here or for the future residents and businesses that will move here.

We sincerely hope that you will agree with us and maintain the present zoning.

Respectfully,

A handwritten signature in cursive script, appearing to read "Sak Yamamoto".

Mr. Sak Yamamoto, President,
Carson Chamber of Commerce.

SY/es

OFFICE OF THE BOARD OF SUPERVISORS

COUNTY OF LOS ANGELES
383 Hall of Administration

ASSIGNED TO
1966 OCT 25 PM 3 08
RECEIVED

October 24, 1966

County Counsel

~~Regional Planning Commission~~

County Engineer

Road Commissioner

Subject: Zoning Case No. 5134-(4)

At its meeting held October 20, 1966, the Board of Supervisors adopted an order approving the map and recommendations of the Regional Planning Commission for change of zone for certain property in Avalon-Sepulveda District No. 71, and instructing County Counsel to prepare the necessary amendment to Section 382 of Zoning Ordinance No. 1494.

JAMES S. MIZE
Acting Clerk of the Board

Attachment

cc: Counsel

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address 2856A Locality W. LITTLETON
As Tract No. _____ Permit No. 0093
Owner LUNITA DEVELOPMENT Co

- ROUGH GRADING CERTIFICATION
 BY SOILS ENGINEER

(A) I certify that the earth fills placed in the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____
See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.
EXPANSIVE SOILS (YES) (NO) LOT NOS. _____
BUTTRESS FILLS (YES) (NO) LOT NOS. _____
Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

- BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____
Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

- FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 35-36-37-38-39-40-41-42-43
Remarks 44-45-46-47-48-49-50-51-52-53
54-55-56-57-58-59-60
Engineer Glenn Beck Reg. No. 11092 Date 9/25/68
(Signature)

DEPARTMENT USE ONLY: Tract No. 2856A Permit No. 0093 Date 1/24/68
Report approved by W. Comb Title BEUL Date 9/26/68

Items approved:
 A--Lot Numbers _____
 B--Lot Numbers _____
 C--Lot Numbers 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60
Soils Report Dated _____ Approved by _____ Date _____
Remarks _____

Trust
28564

CITY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. _____ Locality _____

Owner _____ Permit No. _____

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRASS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ (Signature) _____ Reg. No. _____ Date _____

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ (Signature) _____ Reg. No. _____ Date _____

X FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established; and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. _____

Remarks _____

Engineer Clay Cook (Signature) _____ Reg. No. 11092 Date 11/2/51

DEPARTMENT USER ONLY: Tract No. _____ Permit No. _____ Date _____

Report approved by _____ Title _____ Date _____

Items approved:

A---Lot Numbers _____

B---Lot Numbers _____

C---Lot Numbers _____

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

CITY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 28564 Locality WILMINGTON
Owner LOMITA DEVELOPMENT Co Permit No. 0093

- ROUGH GRADING CERTIFICATION
 BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

- BY SUPERVISING GRADING ENGINEER

(E) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; bents installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. 25-26 _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

- FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 25 26 27 28 29 40 41 42 43 44 45 46 245

Remarks _____

Engineer [Signature] Reg. No. 11092 Date SEP 23-68
(Signature)

DEPARTMENT USE ONLY: Tract No. 28564 Permit No. 0093 Date 1/24/68

Report approved by W. Cagle Title B.E.I. Date 9/24/68

Items approved:

A---Lot Numbers _____

B---Lot Numbers _____

C---Lot Numbers 25, 26, 27, 28, 29, 40, 41, 42, 43, 44, 45, 46

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. _____ Locality _____

Owner _____ Permit No. _____

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in accordance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ (Signature) _____ Reg. No. _____ Date _____

BY SUPERVISING GRADING ENGINEER

(B) I certify on the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; basins installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ (Signature) _____ Reg. No. _____ Date _____

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 35 36-37-38-39-40-41-42-43-44-45-46 Yes

Remarks _____

Engineer Guy Dard (Signature) _____ Reg. No. 11092 Date Sept 23-68

DEPARTMENT USE ONLY: Tract No. _____ Permit No. _____ Date _____

Report approved by _____ Title _____ Date _____

Items approved:

A--- Lot Numbers _____

B--- Lot Numbers _____

C--- Lot Numbers _____

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 28564 Locality WILMINGTON
Owner LONITA DEVELOPMENT CO Permit No. _____

- ROUGH GRADING CERTIFICATION
 BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

- BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; kerbs installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

- FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planning established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 21-22-23-24-25-26-27-28-29-30-31-32-33-34

Remarks _____

Engineer George Patel (Signature) Reg. No. 10092 Date 9/12/68

DEPARTMENT USE ONLY: Tract No. 28564 Permit No. _____ Date _____
Report approved by W. BERG Title SR. B. E. I. Date 9-13-68

Items approved:
 A---Lot Numbers _____
 B---Lot Numbers _____
 C---Lot Numbers 21-34 incl.

Calls Report Dated _____ Approved by _____ Date _____

Remarks _____

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Sub Address _____ Locality CITY OF CARSON
or Tract No. Tract 28564 Wilmington
Owner Lomita Development Co. Permit No. _____

- ROUGH GRADING CERTIFICATION
 BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7040. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

- BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

- FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 1 - 2 - 3 - 4

Remarks _____

Engineer George Beck Reg. No. 11892 Date August 14, 1968
(Signature)

DEPARTMENT USE ONLY: Tract No. 28564 Permit No. 0093 Date 1-24-68
Report approved by W. Beck Title SR B. E. I Date 8-15-68

Items approved:

- A---Lot Numbers _____
 B---Lot Numbers _____
 C---Lot Numbers 1-4 each.

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

COUNTY OF LOS ANGELES
 DEPARTMENT OF COUNTY ENGINEER
 BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
 (To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 28564 Locality WILMINGTON

Owner LANDITA DEVELOPMENT CO. Permit No. _____

- ROUGH GRADING CERTIFICATION
 BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
 (Signature)

- BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
 (Signature)

- FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 17 - 18 - 19 - 20

Remarks _____

Engineer Henry Koch Reg. No. 11592 Date 8-30-68
 (Signature)

DEPARTMENT USE ONLY: Tract No. 28564 Permit No. 00093 Date 1-24-68
 Report approved by W BERK Title SR BLDG ENG INSP Date 8/30/68

- Items approved:
 A---Lot Numbers _____
 B---Lot Numbers _____
 C---Lot Numbers 17-20 INCL.

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. TRACT 28564 Locality WILMINGTON
Owner LOMITA DEVELOPMENT CO Permit No. _____

- ROUGH GRADING CERTIFICATION
 BY SOILS ENGINEER

(4) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

- BY SUPERVISING GRADING ENGINEER

(5) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; forms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

- FINAL GRADING CERTIFICATION

(6) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 5-6-7-8-9-10-11-12-13-14-15-16

Remarks _____

Engineer Garry Dick (Signature) Reg. No. 11092 Date 8-30-68

DEPARTMENT USER ONLY: Tract No. 28564 Permit No. 0093 Date 1-24-68
Report approved by W. BERT Title SR BLDG ENG MSP Date 8-30-68

Items approved:

- A---Lot Numbers _____
 B---Lot Numbers _____
 C---Lot Numbers 5-16 INCL.

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 28564 Locality Lomita Boulevard and Neptune
Owner Lomita Development Co. Permit No. 0093

ROUGH GRADING CERTIFICATION
 BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____
See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.
EXPANSIVE SOILS (YES) (NO) LOT NOS. _____
BUTRESS FILLS (YES) (NO) LOT NOS. _____
Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. 1 thru 73
Remarks _____

Engineer George Bach (Signature) Reg. No. 11092 Date January 29, 1968
George Bach

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. _____
Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

DEPARTMENT USE ONLY: Tract No. 28564 Permit No. 0093 Date 1/24/68
Report approved by W. BERG Title SR BLDG ENG INSP Date 2/28/68

Items approved:
 A--- Lot Numbers _____
 B--- Lot Numbers 1 THRU 73.
 C--- Lot Numbers _____

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 28564 Locality Comita
 Owner Comita Development Permit No. _____

- ROUGH GRADING CERTIFICATION**
 BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. 1-73

See report dated 1-25-68 for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRSS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer Steven Kohnert (Signature) Reg. No. 14744 Date 1-20-68

- BY SUPERVISING GRADING ENGINEER**

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; drains installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

- FINAL GRADING CERTIFICATION**

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established; and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

DEPARTMENT USE ONLY: Tract No. 28564 Permit No. 0093 Date 1/24/68

Report approved by W. BERK Title SR BLDG ENR USP Date 2/28/68

Items approved:

- A--- Lot Numbers 1 THRU 73
 B--- Lot Numbers _____
 C--- Lot Numbers _____

Soils Report Dated 1/25/68 Approved by W. BERK Date 2/28/68

Remarks REPORT DATED 2/7/68 FOR LOTS 1, 2, 15 & 16

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 24836 Locality Wilmsmtn (City of Encino)

Owner Lanita Development Permit No. _____

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. 1-62

See report dated 6-11-68 for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (~~YES~~) (NO) LOT NOS. _____

BUTTRESS FILLS (~~YES~~) (NO) LOT NOS. _____

Remarks Minor grading is needed on lots 34-36 lots will be in cont.

Engineer Steven K. Daniel (Signature) Reg. No. 14744 Date 6-11-68

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. 1 thru 62

Remarks _____

Engineer George Paul (Signature) Reg. No. 11092 Date 11/7/68

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

DEPARTMENT USE ONLY: Tract No. 24836 Permit No. 6765 Date 5/14/68
Report approved by W. Cook Title B.E.T. Date 11/7/68

Items approved:

A---Lot Numbers 15 thru 62 see remarks

B---Lot Numbers 1 thru 62

C---Lot Numbers _____

Soils Report Dated _____ Approved by _____ Date _____

Remarks NEED ADDITIONAL COMPACTION REPORT TO COVER AREAS OF STORM DRAIN & SEWER EXCAVATION DATA 6/7, 54855

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 24836 Locality _____

Owner Lomita Development Permit No. _____

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. 1-62

See report dated 6-11-68 for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (yes) (NO) LOT NOS. _____

BUTTRESS FILLS (yes) (NO) LOT NOS. _____

Remarks Minor grading is needed on lots 24-36, lots will be in cut

Engineer Steven Peterson (Signature) Reg. No. 14744 Date 6-11-68

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site; the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. 1 thru 62

Remarks _____

Engineer Geary Bach (Signature) Reg. No. 11692 Date _____

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

DEPARTMENT USE ONLY: Tract No. _____ Permit No. _____ Date _____

Report approved by _____ Title _____ Date _____

Items approved:

A---Lot Numbers _____

B---Lot Numbers _____

C---Lot Numbers _____

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address
or Tract No. 24836 Locality _____

Owner Lomita Development Permit No. _____

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. 1-62

See report dated 6-11-68 for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (~~YES~~) (NO) LOT NOS. _____

BUTTRESS FILLS (~~YES~~) (NO) LOT NOS. _____

Remarks minor grading is needed on lots 34-36 lots will be in cut.

Engineer Steven P. Khamil (Signature) Reg. No. 14744 Date 6-11-68

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer George Paul (Signature) Reg. No. 11092 Date _____

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

DEPARTMENT USE ONLY: Tract No. _____ Permit No. _____ Date _____

Report approved by _____ Title _____ Date _____

Items approved:

A--- Lot Numbers _____

B--- Lot Numbers _____

C--- Lot Numbers _____

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 24836 Locality Lomita
Owner Lomita Development Company Permit No. 6765

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. _____

Remarks 1, 2 3 4 5 6 7 8

Engineer George Bush Reg. No. 11092 Date 8-25-69
(Signature)

DEPARTMENT USE ONLY: Tract No. 24836 Permit No. 6765 Date 5/16/68
Report approved by W. Cook Title BET Date 8/27/69

Items approved:

A---Lot Numbers _____

B---Lot Numbers _____

C---Lot Numbers 1, 2, 3, 4, 5, 6, 7, 8

Soils Report Dated _____ Approved by _____ Date _____

Remarks R between 2, 3 not marked

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 24836 Locality Lomita

Owner Lomita Development Company Permit No. 6765

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

Soil report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 57 58 59 60 61 62

Remarks _____

Engineer Henry Dal Reg. No. 11092 Date 8-5-69
(Signature)

DEPARTMENT USE ONLY: Tract No. 24836 Permit No. 6765 Date _____
Report approved by W. Cook Title REI Date 8/6/69

Items approved:

A---Lot Numbers _____

B---Lot Numbers 57 thru 62

C---Lot Numbers _____

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

7/65

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COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 24836 Locality Lomita

Owner Lomita Development Company Permit No. 6765

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRASS FILLS (YES) (NO) LOT NOS. _____

Remarks: _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks: _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 57 58 59 60 61 62

Remarks: _____

Engineer Greg Beck Reg. No. 11092 Date 8-5-69
(Signature)

DEPARTMENT USE ONLY: Tract No. _____ Permit No. _____ Date _____

Report approved by _____ Title _____ Date _____

Items approved:

A--- Lot Numbers _____

B--- Lot Numbers _____

C--- Lot Numbers _____

Soils Report Dated _____ Approved by _____ Date _____

Remarks: _____

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 24836 Locality Chinon
Owner Lanita Development Co. Permit No. 6765

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 44 45 46 47 48 49 50 51 52

Remarks 53 54 55 56

Engineer Gene Paul (Signature) Reg. No. 11092 Date 7-23-69

DEPARTMENT USE ONLY: Tract No. _____ Permit No. _____ Date _____
Report approved by W. Cook Title B&E Date 7/29/69

Items Approved:

A---Lot Numbers _____

B---Lot Numbers _____

C---Lot Numbers 44 45 thru 56

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address _____ Locality _____
or Tract No. _____

Owner _____ Permit No. _____

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 44 45 46 47 48 49 50 51 52

Remarks 53 54 55 56

Engineer Georg Paul Reg. No. 11092 Date 7-23-69
(Signature)

DEPARTMENT USE ONLY: Tract No. _____ Permit No. _____ Date _____

Report approved by _____ Title _____ Date _____

Items approved:

A---Lot Numbers _____

B---Lot Numbers _____

C---Lot Numbers _____

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 24836 Locality Lomita
Owner Lomita Development Company Permit No. 6765

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
(Signature)

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 9 10 11 12 13 14 15 16 17 18 19

Remarks 20 21 22 23 24 25 26

Engineer Gary Best Reg. No. 11092 Date 7-14-69
(Signature)

DEPARTMENT USE ONLY: Tract No. 24836 Permit No. 6765 Date 5/15/69
Report approved by W. Crook Title B.E.I. Date 7/15/69

Items approved:

A---Lot Numbers _____

B---Lot Numbers _____

C---Lot Numbers 9 thru 26

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

6765

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 24836 Locality Leimitt

Owner Leimitt Development Company Permit No. 6765

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 9 10 11 12 13 14 15 16 17 18 19

Remarks 20 21 22 23 24 25 26

Engineer Greg Bad (Signature) Reg. No. 11092 Date 7-14-69

DEPARTMENT USE ONLY: Tract No. _____ Permit No. _____ Date _____

Report approved by _____ Title _____ Date _____

Items approved:

A---Lot Numbers _____

B---Lot Numbers _____

C---Lot Numbers _____

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

COUNTY OF LOS ANGELES
DEPARTMENT OF COUNTY ENGINEER
BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
(To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 24836 Locality Lomita
Owner Lomita Development Company Permit No. 6765

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist, relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ (Signature) Reg. No. _____ Date _____

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 27 28 29 30 31 32 33

Remarks 34 35 36 37 38 39 40

41 42 43

Engineer George Good (Signature) Reg. No. 11092 Date 7-16-69

DEPARTMENT USE ONLY: Tract No. _____ Permit No. _____ Date _____
Report approved by W. Clark Title _____ Date 7/18/69

Items approved:
 A---Lot Numbers _____
 B---Lot Numbers _____
 C---Lot Numbers 27 thru 40 41, 42, 43

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

COUNTY OF LOS ANGELES
 DEPARTMENT OF COUNTY ENGINEER
 BUILDING AND SAFETY DIVISION

SUPERVISED GRADING INSPECTION CERTIFICATE
 (To be filed in duplicate at the local Building and Safety Office)

Job Address or Tract No. 24836 Locality Lomita
 Owner Lomita Development Company Permit No. 6765

ROUGH GRADING CERTIFICATION

BY SOILS ENGINEER

(A) I certify that the earth fills placed on the following lots were installed upon competent and properly prepared base material and compacted in compliance with requirements of Building Code Section 7010. I further certify that where the report or reports of an engineering geologist relative to this site, have recommended the installation of buttress fills or other similar stabilization measures, such earthwork construction has been completed in accordance with the approved design.

LOT NOS. _____

See report dated _____ for compaction test data, recommended allowable soil bearing values and other special recommendations.

EXPANSIVE SOILS (YES) (NO) LOT NOS. _____

BUTTRESS FILLS (YES) (NO) LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
 (Signature)

BY SUPERVISING GRADING ENGINEER

(B) I certify to the satisfactory completion of rough grading including: grading to approximate final elevations; property lines located and staked; cut and fill slopes correctly graded and located in accordance with the approved design; swales and terraces graded ready for paving; berms installed; and required drainage slopes provided on the building pads. I further certify that where report or reports of an engineering geologist and/or soils engineer have been prepared relative to this site, the recommendations contained in such reports have been followed in the prosecution of the work.

LOT NOS. _____

Remarks _____

Engineer _____ Reg. No. _____ Date _____
 (Signature)

FINAL GRADING CERTIFICATION

(C) I certify to the satisfactory completion of grading in accordance with the approved plans. All required drainage devices have been installed; slope planting established and irrigation systems provided (where required); and adequate provisions have been made for drainage of surface waters from each building site. The recommendations of the soils engineer and/or engineering geologist (if such persons were employed) have been incorporated in the work.

LOT NOS. 27 28 29 30 31 32 33

Remarks 34 35 36 37 38 39 40

Engineer [Signature] 41 42 43 Reg. No. 11092 Date 7-16-69
 (Signature)

DEPARTMENT USE ONLY: Tract No. _____ Permit No. _____ Date _____

Report approved by _____ Title _____ Date _____

Items approved:

A---Lot Numbers _____

B---Lot Numbers _____

C---Lot Numbers _____

Soils Report Dated _____ Approved by _____ Date _____

Remarks _____

RECORDING REQUESTED BY

Transamerica Title Co.

WHEN RECORDED MAIL TO

FREDRICO ALVARADO
24718 PANAMA AVE.,
WILMINGTON, CALIF.

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
2 Past 8 A.M. SEP 28 1967
Min.
RAY E. LEE, County Recorder

FEE
\$2.80
2 A

Order # 21919

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED (PARTNERSHIP)

(Escrow No. 763mr)

By this instrument dated August 2, 1967, for a valuable consideration,

LOMITA DEVELOPMENT CO., a partnership

hereby GRANTS to

FREDRICO ALVARADO AND AURORA ALVARADO, his wife, as joint tenants

The following described Real Property in the State of California, County of Los Angeles

City of

Lot 16 of Tract 28086 as per map recorded in Book 761
inclusive of Maps,
pages 55-58/ in the office of the county recorder of said county.

This Deed is subject to a deed of trust in favor of Great Western Savings and Loan Association in the amount of \$20,300.00 being recorded concurrently herewith

ALSO SUBJECT to covenants, conditions, restrictions, reservations, easements, and rights of way of record.

LOMITA DEVELOPMENT CO., a partnership

BY: DEL CERRO SALES CO., a corp. partner

BY: *[Signature]* Pres.

BY: *[Signature]* Asst. Secy

MAIL TAX STATEMENT TO: FREDRICO ALVARADO 24718 Panama Ave., Wilmington, Calif.
NAME ADDRESS ZIP

STATE OF CALIFORNIA } On _____, 19____, before me, the undersigned, a Notary Public in and for said County
COUNTY OF _____ } SS. and State, personally appeared _____ known to me to be one of
the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

DRES 0215

Notary's Signature _____
Type or Print Notary's Name _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDING REQUESTED BY
M-12-5-69-5-PAS
TRANSAMERICA TITLE INSURANCE CO.

1689

AND WHEN RECORDED MAIL TO

Name DENNIS G. HARKAVY
Street Address 6151 West Century Boulevard
City & State Suite 700
Los Angeles, California 90045

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
8 M. 8 A.M. MAY 27 1969
RAY E. LEE, Registrar-Recorder

MAIL TAX STATEMENTS TO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Name Same as above
Street Address
City & State

DOCUMENTARY TRANSFER TAX \$None
SIGNED *Pa. Blank*
AS INSTRUMENT OF TRANSAMERICA TITLE CO.
Dennis Harkavy, et al
Barclay Hollander Curci, Inc.

FEE
\$2.80
SS.

Grant Deed

D.T.T.S.

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

Pursuant to a Statutory Merger, Effective April 30, 1969,
~~RECORDING REQUESTED BY TRANSAMERICA TITLE INSURANCE CO.~~

LOMITA DEVELOPMENT CO., a partnership

hereby GRANT(S) to

BARCLAY HOLLANDER CURCI, INC., a California corporation

~~RECORDING REQUESTED BY TRANSAMERICA TITLE INSURANCE CO.~~
~~RECORDING REQUESTED BY TRANSAMERICA TITLE INSURANCE CO.~~

all real property owned by the Grantor herein, or in which the Grantor herein has any interest whatsoever, as same may be situated in the County of Los Angeles, State of California.

Dated April 30, 1969

LOMITA DEVELOPMENT CO., a partnership

By: DEB CERRO SALES CO.

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On April 30, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared

Donald Barclay Curci
DONALD BARCLAY CURCI President
Shirley Ann Laverentz
Shirley Ann Laverentz Assistant Secretary

known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same. WITNESS my hand and official seal.

Signature

Name (Typed or Printed)

(This area for official records only)

Title Order No. M-12-5-69-5-PAS Escrow or Loan No.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

MAY 27 1969

1689

DRES 0216

BHC000104

MAY 27 1969

1969

To see c
(Corporation as a Partner of a Partnership)

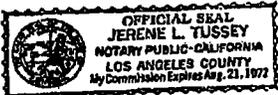
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On April 30, 1969, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald Barclay, known to me to be the President, and Shirley Ann Laverantz, known to me to be the Assistant Secretary of DEL CERRO SALES CO., the corporation that executed

the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of LONITA DEVELOPMENT CO., the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.
Signature Jerene L. Tussey

Jerene L. Tussey
Name (Typed or Printed)



30203 Via Cambria, W. Palms Verdes Est., Ca. 90074

(This area for official official seal)

DRES 0217

BHC000105

TRANSAMERICA TITLE INSURANCE CO.

WHEN RECORDED MAIL TO:
Donald H. and Jean A. Mallonee
24402 South Ravenna
Carson, California

1302

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
2 Min. 8 A.M. AUG 21 1969
Past
RAY E. LEE, Registrar-Recorder

Send Tax Statements To Above

Order No. 33932-PAS

Documentary Transfer Tax \$ 6.60

By O. J. Cause

FEE
\$2
E

GRANT DEED

By this instrument dated July 1, 1969, for a valuable consideration, BARCLAY HOLLANDER CURCI, INC., a California corporation hereby grants to

Donald H. Mallonee and Jean A. Mallonee, his wife, as joint tenants

the following described Real Property in the State of California, County of Los Angeles, (City of Carson)

Lot 32 of Tract No. 28564 as per map recorded in Book 771, Pages 3 to 5, inclusive, of Maps in the office of the County Recorder of said County.

EXCEPTING all oil, gas and other hydrocarbons and associated substances in and under all portions of the above described real property lying below a depth of 500 feet from the surface thereof, but without any right to occupy or use any portion of the surface or upper 500 feet of the subsurface thereof, as reserved in the deed recorded in Book D-3455, Page 947, Official Records.

SUBJECT TO general and special taxes for the fiscal year 1969-1970

ALSO SUBJECT to covenants, conditions, restrictions, reservations, easements and rights of way of record.

ALSO SUBJECT to that certain Declaration of Restrictions recorded on February 8, 1968 in Book M-2771, Page 277, Official Records, which by this direct reference thereto is incorporated in this conveyance and made a part hereof as though set out in full.

ALSO SUBJECT to a deed of trust in favor of Great Western Savings and Loan Association recorded March 25, 1968 in Book T-5722, Page 535, Official Records.

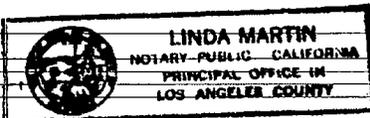
BARCLAY HOLLANDER CURCI, INC.

BY: O. J. Cause
O. J. Cause, VICE President

BY: Shirley Laverantz
ASSISTANT Secretary
Shirley Laverantz

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On Jul - 7 1969, before me, the undersigned, a Notary Public in and for said County and State, personally appeared O. J. GAUSE, JR. AND Shirley Laverantz known to me to be the VICE PRESIDENT and ASST. SECRETARY respectively of the Corporation that executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.



Notary's Signature Linda Martin
LINDA MARTIN
My Commission Expires May 2, 1970
(Typed or Printed)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

AUG 21 1969

1302

564697

ARTICLES OF INCORPORATION

OF

BARCLAY HOLLANDER CURCI, INC.

FILED

In the office of the Secretary of State
of the State of California

MAR 11 1969

FRANK M. [unclear]

Deputy

FIRST: The name of this corporation is
BARCLAY HOLLANDER CURCI, INC.

SECOND: The specific business of this corporation and the purposes for which it is formed are:

(A) To engage primarily in the specific business of real estate development, including the acquisition, improvement, lease and sale of real estate and other property.

(B) To act and conduct business as principal, agent, joint venturer, partner or in any other capacity which may be authorized or approved by the Board of Directors of this corporation.

(C) To conduct any lawful business, have one or more offices, and hold, purchase, mortgage and convey real and personal property in this state, and in any of the several states, territories, possessions and dependencies of the United States, the District of Columbia, and in any foreign countries.

(D) To borrow money and issue notes and evidences of indebtedness and secure the payment or performance of its obligations by mortgage or otherwise.

(E) To engage in any business or transactions which the Board of Directors of this corporation may from time to time authorize or approve, whether related or unrelated to the business described in (A) above or to any other business then or theretofore done by this corporation.

(F) To exercise any and all rights and powers which a corporation may now or hereafter exercise.

BHC000003

DRES 0219

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers in each clause shall, except where otherwise expressed, be in nowise limited or restricted by reference to or inference from the terms or provisions of any other clause but shall be regarded as independent purposes and powers.

THIRD: The principal office in the State of California for the transaction of business of the corporation is to be located in the County of Los Angeles.

FOURTH: The number of directors of this corporation shall be not less than five, nor more than eight, the exact number of directors to be fixed by a by-law or amendment thereof, duly adopted by the shareholders or the Board of Directors. The names and addresses of the persons appointed to act as the first directors are:

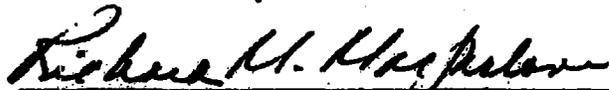
Warren G. Haight	401 Kamakee Street P. O. Box 2780 Honolulu, Hawaii 96803
Richard M. Macfarlane	One Bush Street San Francisco, California 94104
Robert A. Minckler	401 Kamakee Street P. O. Box 2780 Honolulu, Hawaii 96803
Ralph E. Erickson	One Wilshire Boulevard Los Angeles, California 90017
John R. Browning	One Wilshire Boulevard Los Angeles, California 90017

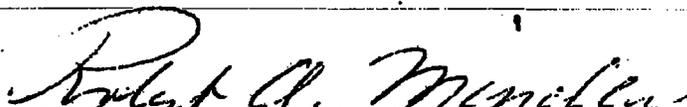
FIFTH: This corporation is authorized to issue only one class of shares to be designated capital stock.

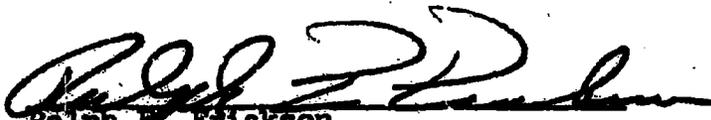
The total number of said shares shall be 200,000; the aggregate par value of all the shares shall be \$200,000.00; and the par value of each share shall be \$1.00.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of California, the undersigned, constituting the incorporators of this corporation, including the persons named hereinabove as the first directors of this corporation, have executed these Articles of Incorporation this 28th day of February, 1969.


Warren G. Halsey


Richard M. Macfarlane


Robert A. Minckler


Ralph E. Erickson


John R. Browning

CONSENT OF SHAREHOLDER
OF
BARCLAY HOLLANDER CURCI, INC.

The undersigned, as owner of all of the issued and outstanding capital stock of Barclay Hollander Curci, Inc., hereby consents to, ratifies and approves the Agreement of Merger providing for the merger of the following California corporations:

Anivoc Land Co.
B.H.C. Land Co.
Burwood Land Co.
Bygrove Land Co.
Carriage Place, Inc.
Carson Construction Co., Inc.
Clydebank Land Co.
College Hills, Inc.
Del Cerro Sales Company
Eastwood Land Corp.
Fiveco Land Co.
Realty Control Co.
Tudor Land Co.

with and into Barclay Hollander Curci, Inc., the terms and conditions of which were approved by the Board of Directors of this corporation at a meeting thereof duly held on March 31, 1969, at Los Angeles, California.

Dated: April 15, 1969.

CASTLE & COOKE, INC.

By Richard M. Macfarlane
Richard M. Macfarlane,
Vice President

BHC000108

DRES 0222

564697

A85072

FILED

In the office of the Secretary of State
of the State of California

APR 30 1969

FRANK M. JORDAN, Secretary of State

AGREEMENT OF MERGER

By *[Signature]*

This Agreement of Merger dated as of the 31st day of March, 1969, by and between Barclay Hollander Curci, Inc. a California corporation (hereinafter referred to as the "Surviving Corporation") and the following California corporations:

SURV

16

- Anivoc Land Co.
- B.H.C. Land Co.
- Burwood Land Co.
- Bygrove Land Co.
- Carriage Place, Inc.
- Carson Construction Co., Inc.
- Clydebank Land Co.
- College Hills, Inc.
- Del Cerro Sales Company
- Eastwood Land Corp.
- Fiveco Land Co.
- Realty Control Co.
- Tudor Land Co.

(hereinafter referred to as the "Merging Corporations")

W I T N E S S E T H:

WHEREAS, the Merging Corporations have the following authorized and issued and outstanding capital stock:

Name of Corporation	Authorized Capital Stock	Par Value	Issued & Outstanding Shares
Anivoc Land Co.	10,000 preferred	\$1	0
	15,000 common	1	6,700
B.H.C. Land Co.	25,000 common	1	11,660
Burwood Land Co.	25,000 preferred Series A	1	0
	25,000 preferred Series B	1	0
	25,000 common	1	4,100

<u>Name of Corporation</u>	<u>Authorized Capital Stock</u>	<u>Par Value</u>	<u>Issued & Outstanding Shares</u>
Bygrove Land Co.	25,000 common	1	11,225
Carriage Place, Inc.	25,000 preferred	1	0
	100 common Series A	1	0
	24,900 common Series B	1	8,335
Carson Construction Co., Inc.	25,000 common	1	1,000
Clydebank Land Co.	25,000 preferred Series A	1	0
	25,000 preferred Series B	1	0
	25,000 common	1	9,000
College Hills, Inc.	50,000 common	100	510
Del Cerro Sales Company	250 common	100	10
Eastwood Land Corp.	25,000 preferred Series A	1	0
	25,000 preferred Series B	1	0
	25,000 common	1	3,660
Fiveco Land Co.	10,000 preferred	1	0
	15,000 common		6,700
Realty Control Co.	250 common	100	10
Tudor Land Co.	25,000 preferred Series A	1	0
	25,000 preferred Series B	1	0
	25,000 common	1	833 1/3

WHEREAS, the Surviving Corporation has authorized capital stock of 200,000 shares \$1.00 par value common, of

which 2000 shares will be issued and outstanding; and

WHEREAS, the Surviving Corporation (and its parent Castle & Cooke, Inc. - hereinafter called "C & C") and the Merging Corporations are parties to an Agreement and Plan of Reorganization of even date and this Agreement of Merger is intended to enable the parties hereto to carry out such Agreement and Plan; and

WHEREAS, the Boards of Directors of the Surviving Corporation and the Merging Corporations (all such corporations being hereinafter sometimes called collectively the "Constituent Corporations") deem it advisable and in the best interests of the Constituent Corporations and their respective shareholders that the Merging Corporations be merged into the Surviving Corporation;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained it is agreed by and among the parties hereto, subject to the approval of this Agreement of Merger by the shareholders of the Constituent Corporations, that the Merging Corporations be merged into and with the Surviving Corporation upon the terms and conditions as hereinafter set forth:

1. Effect of Merger

Upon the merger becoming effective ("Effective Date" as defined in Section 6 below), the separate corporate existence of the Merging Corporations shall cease, and the Surviving Corporation shall succeed to and possess, without other transfer, all of the rights, privileges, powers, franchises and property of each of the Constituent Corporations, and shall be subject to all debts and liabilities of each in

the same manner and to the same extent as if said debts and liabilities had been incurred or contracted by the Surviving

2. Name of Surviving Corporation

The Surviving Corporation shall be and continue under the name of Barclay Hollander Curci, Inc.

3. Articles of Incorporation and By-Laws

The Articles of Incorporation and By-Laws of the Surviving Corporation, as in effect on the Effective Date, shall be the Articles of Incorporation and By-Laws of the Surviving Corporation until altered, amended or repealed as provided therein or as provided by law.

4. Directors and Officers

The directors and officers of the Surviving Corporation on the Effective Date shall continue to serve as the directors and officers of the Surviving Corporation until their respective successors have been elected and qualified.

5. Exchange and Distribution of Shares

Distributions to the shareholders of the Constituent Corporations in extinguishment of and in substitution for their shares of the Constituent Corporations shall be as follows:

(a) Each share of the capital stock of the Surviving Corporation issued and outstanding on the Effective Date of the Merger shall remain and continue to be one share of the capital stock of the Surviving Corporation.

(b) On the Effective Date, the Surviving Corporation will hold 425,000 shares of C & C common stock, ten dollars (\$10.00) par value, which will be distributed

in exchange for all shares of the issued and outstanding capital stock of the Merging Corporations as follows:

<u>Merging Corporation</u>	<u>C & C Shares</u>
Anivoc Land Co.	1,508
B.H.C. Land Co.	13,696
Burwood Land Co.	3,480
Bygrove Land Co.	5,381
Carriage Place, Inc.	328,893
Carson Construction Co., Inc.	2,533
Clydebank Land Co.	15,434
College Hills, Inc.	29,111
Del Cerro Sales Company	7,235
Eastwood Land Corp.	3,395
Fiveco Land Co.	2,826
Realty Control Co.	4,416
Tudor Land Co.	<u>7,092</u>
	<u>425,000</u>

Each shareholder of a Merging Corporation shall be entitled to receive that proportion of the C & C shares allocated to such Merging Corporation, that his shares in the Merging Corporation bear to the total shares of that Corporation outstanding as of the Effective Date. The number of shares to be issued to each shareholder shall be rounded to the nearest whole share.

(c) On the Effective Date of the Merger, each shareholder of the Merging Corporations shall surrender to the Surviving Corporation all certificates representing

shares of the Merging Corporations duly endorsed as the Surviving Corporation may require; and such shareholder shall receive in exchange and in substitution therefor certificates representing the number of whole shares of C & C common stock to which he is entitled as set forth in paragraph (b) of this Section 5.

(d) Upon the Effective Date, the shareholders of the Merging Corporation shall cease to have any rights with respect to the stock of the Merging Corporations (except those rights granted to dissenting shareholders by law) and their sole right shall be to receive C & C shares as set forth in this Section 5. Upon consummation of the mergers all shares of the Merging Corporations, including treasury shares as well as those exchanged for C & C shares shall be cancelled.

6. Effective Date

The term "Effective Date" as used herein shall be the date when the Certificates of Merger and an executed counterpart of this Agreement of Merger are duly filed in the office of the Secretary of State of California pursuant to the provisions of Section 4113 of the California Corporations Code.

7. Abandonment of Merger

This Agreement of Merger may be terminated and the merger abandoned prior to the filing of the Certificates and Agreement in the office of the Secretary of State of California, either by mutual consent of the Boards of Directors of all the Constituent Corporations or by the Boards of Directors of any of the Constituent Corporations

if the Agreement and Plan of Reorganization between and among C & C and the Constituent Corporations shall have been terminated as therein provided.

8. Miscellaneous

The Agreement of Merger may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement of Merger to be signed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed, all as of the day and year first above written.

Barclay Hollander Carci, Inc.

By [Signature]
President

By [Signature]
Secretary

(CORPORATE SEAL)

Anivoc Land Co.

By [Signature]
President

By [Signature]
Secretary

(CORPORATE SEAL)

B. H. C. Land Co.

By [Signature]
President

By [Signature]
Secretary

(CORPORATE SEAL)

Burwood Land Co.

By [Signature]
President

By [Signature]
Secretary

(CORPORATE SEAL)

(Execution by the Constituent Corporations continued on pages 8 & 9)

if the Agreement and Plan of Reorganization between and among C & C and the Constituent Corporations shall have been terminated as therein provided.

8. Miscellaneous

The Agreement of Merger may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement of Merger to be signed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed, all as of the day and year first above written.

Barclay Hollander Carci, Inc.

By [Signature]

President

By [Signature]

Secretary

Anivoc Land Co.

By [Signature]

President

By [Signature]

Secretary

B. H. C. Land Co.

By [Signature]

President

By [Signature]

Secretary

Burwood Land Co.

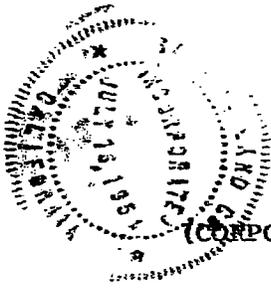
By [Signature]

President

By [Signature]

Secretary

(Execution by the Constituent Corporations continued on pages 8 & 9)



(CORPORATE SEAL)

Bygrove Land Co.

By Robert Barclay
President

By Shirley Ann Stewart
Secretary



(CORPORATE SEAL)

Carriage Place, Inc.

By Robert Barclay
President

By Shirley Ann Stewart
Secretary



(CORPORATE SEAL)

Carson Construction Co., Inc.

By Mike McLaughlin
President

By C. J. Gause
Secretary

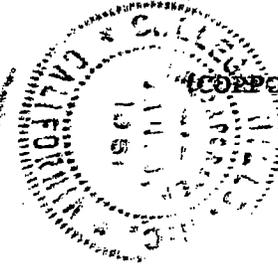


(CORPORATE SEAL)

Clydebank Land Co.

By Robert Barclay
President

By Richard Barclay
Secretary



(CORPORATE SEAL)

College Hills, Inc.

By Richard Barclay
President

By Mike McLaughlin
Secretary



(CORPORATE SEAL)

Del Cerro Sales Company

By Robert Barclay
President

By Shirley Ann Stewart
Secretary



(CORPORATE SEAL)

Eastwood Land Corp.

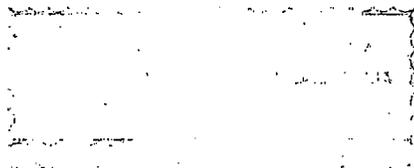
By Robert Barclay
President

By Mike McLaughlin
Secretary

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On March 31, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared Lois Barclay known to me to be the President, and Richard Barclay known to me to be the Secretary of ANIVOC LAND CO., the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of such Corporation, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

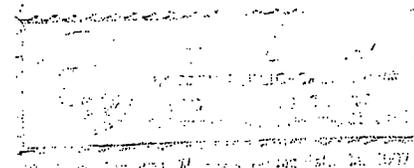


Jerome L. Massey
Notary Public in and for the State
of California, County of Los Angeles

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On March 31, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared Donald Barclay known to me to be the President, and Richard Barclay known to me to be the Secretary of B. H. C. LAND CO., the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of such Corporation, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Jerome L. Massey
Notary Public in and for the State
of California, County of Los Angeles

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On March 31, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Barclay known to me to be the President, and Lois Barclay known to me to be the Secretary of BURWOOD LAND CO., the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of such Corporation, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

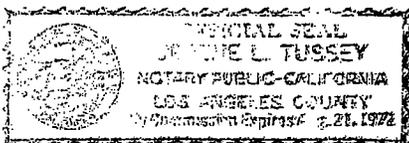
WITNESS my hand and official seal.

Jerome L. Tussey
Notary Public in and for the State
of California, County of Los Angeles

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On March 31, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Barclay known to me to be the President, and Shirley Ann Javerentz known to me to be the Secretary of BYGROVE LAND CO., the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of such Corporation, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Jerome L. Tussey
Notary Public in and for the State
of California, County of Los Angeles

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On March 31, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Barclay known to me to be the President, and Shirley Curci known to me to be the Secretary of CARRIAGE PLACE, INC., the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of such Corporation, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

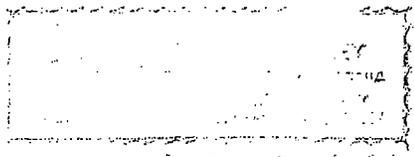
WITNESS my hand and official seal.


Notary Public in and for the State
of California, County of Los Angeles

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On March 31, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared Mike Hollander known to me to be the President, and O. J. Gause, Jr. known to me to be the Secretary of CARSON CONSTRUCTION CO., INC., the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of such Corporation, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

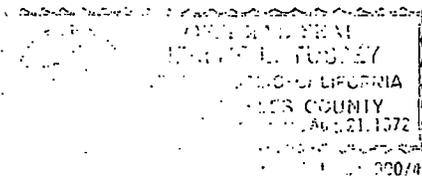
WITNESS my hand and official seal.


Notary Public in and for the State
of California, County of Los Angeles

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On March 31, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Barclay known to me to be the President, and Richard Barclay known to me to be the Secretary of CLYDEBARK LAND CO., the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of such Corporation, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

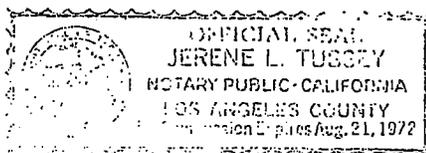


Jerene L. Tussey
Notary Public in and for the State
of California, County of Los Angeles

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On March 31, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Barclay known to me to be the President, and Mike Hollander known to me to be the Secretary of COLLEGE HILLS, INC., the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of such Corporation, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

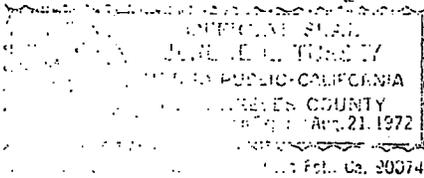


Jerene L. Tussey
Notary Public in and for the State
of California, County of Los Angeles

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On March 31, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared Donald Barclay known to me to be the President, and Shirley Curci known to me to be the Secretary of DEL CERRO SALES COMPANY, the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of such Corporation, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

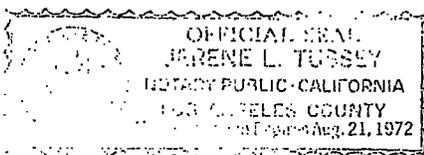


Gerald L. Tursey
Notary Public in and for the State
of California, County of Los Angeles

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On March 31, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Barclay known to me to be the President, and Mike Hollander known to me to be the Secretary of EASTWOOD LAND CORP., the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of such Corporation, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

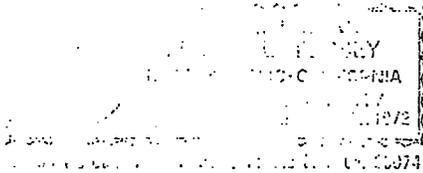


Jerene L. Tursey
Notary Public in and for the State
of California, County of Los Angeles

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On March 31, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared Marie Barclay known to me to be the President, and Robert Barclay known to me to be the Secretary of FIVECO LAND CO., the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of such Corporation, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

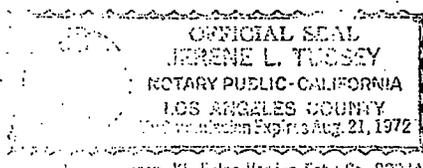


Jerene L. Tussey
Notary Public in and for the State
of California, County of Los Angeles

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On March 31, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Barclay known to me to be the President, and Robert Barclay known to me to be the Secretary of REALTY CONTROL CO., the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of such Corporation, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

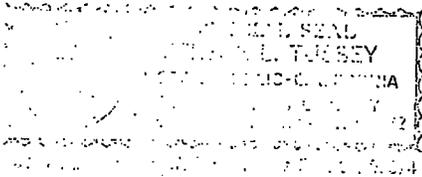


Jerene L. Tussey
Notary Public in and for the State
of California, County of Los Angeles

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On March 31, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared Donald Barclay known to me to be the President, and Shirley Curci known to me to be the Secretary of TUDOR LAND CO., the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of such Corporation, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Jerome L. Massey
Notary Public in and for the State
of California, County of Los Angeles

MINUTES OF ACTION WITHOUT MEETING

OF

STOCKHOLDERS OF

BARCLAY HOLLANDER CURCI, INC.

Pursuant to the provisions of Section 10 of Article II of the By-Laws of Barclay Hollander Curci, Inc., the stockholders thereof hereby adopt the following resolutions:

- 1 - RESOLVED, that Article "First" of the Articles of Incorporation of this Corporation shall be amended to read as follows:

"First: The name of this Corporation is

BARCLAY HOLLANDER CORPORATION"

- 2 - RESOLVED, that effective immediately the members of the Board of Directors shall be and they hereby are:

Richard Barclay
Robert Barclay
Henry B. Clark, Jr.
John Coulter, Jr.
Warren G. Haight
Dennis Harkavy
Mike Hollander
Donald J. Kirchhoff
Malcolm MacNaughton
Leonard Marks Jr.
Robert Minckler

The undersigned, representing all the stockholders of the Corporation, hereby consents to and approves the foregoing resolution effective the 12th day of February 1975.


Henry B. Clark, Jr.
Attorney in Fact for
Castle & Cooke, Inc.

DRES 0240

BHC000116

BARCLAY HOLLANDER CORPORATION

Written Consent of Shareholder

Pursuant to Section 10 of Article II of the By-Laws of Barclay Hollander Corporation, a California corporation, the undersigned, being the holder of all of the issued and outstanding stock of the corporation, hereby consents in writing, without a meeting, to the adoption of the following resolution:

RESOLVED, that the persons named below are hereby appointed to serve as Directors of this corporation until the next annual meeting and thereafter until their successors shall be duly elected and qualified:

Warren G. Haight
Stanley Lee
Leonard Marks Jr.
Randolph G. Moore
George Yim

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the 25th day of November, 1981.

OCEANIC PROPERTIES, INC.

By 
Warren G. Haight
Its President

DRES 0241

BHC000122

CONSENT OF SHAREHOLDER
OF
BARCLAY HOLLANDER CORPORATION

Pursuant to Section 10 of Article II of the By-Laws of Barclay Hollander Corporation, a California corporation, the undersigned, being the holder of all of the issued and outstanding stock of the corporation, hereby consents in writing, without a meeting, to the adoption of the following resolution:

RESOLVED, that the persons named below are hereby appointed to serve as Directors of this corporation until the next annual meeting and thereafter until their successors shall be duly elected and qualified:

James G. Caldwell
Stanley Lee
Leonard Marks Jr.
Randolph G. Moore
Robert Y. Tsuyemura

IN WITNESS WHEREOF, the undersigned has executed this Consent of Shareholder as of the 6th day of June, 1984.

OCEANIC CALIFORNIA INC.

By Randolph G. Moore
Randolph G. Moore
President

DRES 0242

NGTOS

A396012

474028

FILED
In the office of the Secretary of State
of the State of California

DEC 3 1990

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
OCEANIC CALIFORNIA INC.
a California corporation

March Fong Eu
MARCH FONG EU, Secretary of State

GLEN T. HIERLMEIER and J. BRETT TIBBITTS certify that:

1. They are the President and Secretary, respectively, of Oceanic California Inc., a California corporation.

2. Article FIRST of the Articles of Incorporation of this corporation is amended to read as follows:

"FIRST: The name of the corporation is:

CASTLE & COOKE CALIFORNIA, INC."

3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors.

4. The foregoing amendment of Articles of Incorporation has been approved by the required vote of the shareholders in accordance with Section 902 of the California Corporation Code. The total number of outstanding shares of the corporation is 500. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own true knowledge.

Dated as of the 16th day of November, 1990.

Glen T. Hierlmeier

Glen T. Hierlmeier
Its President

J. Brett Tibbitts

J. Brett Tibbitts
Its Secretary

NCTO:

A469982

474028

FILED *JL*

In the office of the Secretary of State
of the State of California

DEC 29 1995

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
CASTLE & COOKE CALIFORNIA, INC.
a California corporation

Bill Jones
BILL JONES, Secretary of State

Laura Whitaker and Carol A. Stringer certify that:

1. They are the Vice President and Assistant Secretary, respectively, of Castle & Cooke California, Inc., a California corporation.
2. Article FIRST of the Articles of Incorporation of this corporation is amended to read as follows:

"FIRST: The name of the corporation is CALICAHOMES, INC."

3. The foregoing amendment of articles of incorporation has been duly approved by the board of directors.
4. The foregoing amendment of articles of incorporation has been duly approved by the required vote of the shareholders in accordance with Section 902 of the California General Corporation Law. The total number of outstanding shares of the corporation is 500. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own true knowledge.

Dated: December 21, 1995.

Laura Whitaker

Laura Whitaker
Its Vice President

Carol A. Stringer

Carol A. Stringer
Its Assistant Secretary

CONSENT OF THE SHAREHOLDER
OF
BARCLAY HOLLANDER CORPORATION
IN LIEU OF AN ANNUAL MEETING

The undersigned as record owner of all shares entitled to vote for the election of directors of **BARCLAY HOLLANDER CORPORATION**, a California corporation, hereby elects or reelects the following-named persons as directors of this corporation, to hold office until the next annual meeting of the shareholder and until their successors are duly elected and qualified:

GLEN T. HIERLMEIER

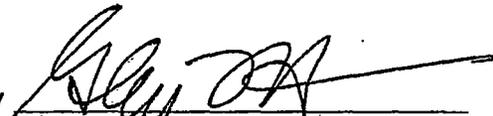
ALAN B. SELLERS

SCOTT D. PETERS

Dated as of the 30th day of July, 1990.

OCEANIC CALIFORNIA INC.

By



Glen T. Hierlmeier
Its President

DRES 0245

BHC000130

**CONSENT OF THE SHAREHOLDER
OF
BARCLAY HOLLANDER CORPORATION
IN LIEU OF AN ANNUAL MEETING**

The undersigned as record owner of all shares entitled to vote for the election of directors of **Barclay Hollander Corporation**, a California corporation, hereby elects or reelects the following-named persons as directors of this corporation, to hold office until the next annual meeting of the shareholder and until their successors are duly elected and qualified:

David B. Cooper, Jr.

Glen T. Hierlmeier

Scott D. Peters

Dated as of the 20th day of March, 1991.

Castle & Cooke California, Inc.

By



Glen T. Hierlmeier
Its President

DRES 0246

BHC000131

CONSENT OF THE SHAREHOLDER
OF
~~BARCLAY HOLLANDER CORPORATION~~
IN LIEU OF AN ANNUAL MEETING

The undersigned as record owner of all shares entitled to vote for the election of directors of Barclay Hollander Corporation, a California corporation, hereby elects or reelects the following-named persons as directors of this corporation, to hold office until the next annual meeting of the shareholder and until their successors are duly elected and qualified:

David B. Cooper, Jr.

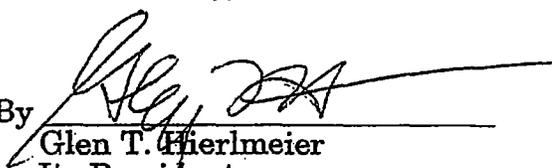
Glen T. Hierlmeier

Laura Whitaker

Dated as of the 18th day of March, 1992.

CASTLE & COOKE
CALIFORNIA, INC.

By


Glen T. Hierlmeier
Its President

DRES 0247

BHC000132

NCTO:

A406996

159990

AMENDED
STATEMENT AND DESIGNATION
BY
FOREIGN CORPORATION

DO NOT WRITE IN THIS SPACE

FILED
In the office of the Secretary of State
of the State of California

AUG 12 1991

March Fong Eu
MARCH FONG EU, Secretary of State

Dole Food Company, Inc.

_____, a corporation
organized and existing under the laws of Hawaii,
and which is presently qualified for the transaction of intrastate business in the
State of California, makes the following statements and/or designation:

That the name of the corporation has been changed to that hereinabove set forth
and that the name relinquished at the time of such change was _____

Castle & Cooke, Inc.

Dole Food Company, Inc.

(Name of Corporation)

David B. Cooper, Jr.

(Signature of corporate officer)

David B. Cooper, Jr., Vice President

(Typed name and title of officer signing)

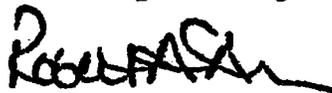
INSTRUCTIONS:

1. If this Amended Statement shows a change of corporate name, there must be attached to this Amended Statement a certificate of an authorized public official of the state or place of incorporation, that such change of name was made in accordance with the laws of that state or place.
2. For filing this Amended Statement there is a fee of \$15.00.

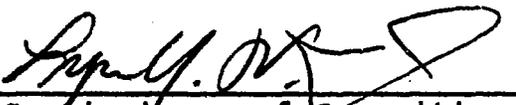
STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Honolulu

I, ROBERT A. ALM, Director of Commerce and Consumer Affairs of the State of Hawaii, do hereby certify that CASTLE & COOKE, INC., a Hawaii profit corporation, has changed its name in accordance with the laws of the State of Hawaii to DOLE FOOD COMPANY, INC. on July 30, 1991.

IN WITNESS WHEREOF, I have
hereunto set my hand and
affixed the seal of the
Department of Commerce and
Consumer Affairs, at Honolulu,
this 7th day of August, 1991.



Director of Commerce and
Consumer Affairs

By 
Commissioner of Securities

WRITTEN CONSENT OF THE SHAREHOLDER
OF
BARCLAY HOLLANDER CORPORATION
IN LIEU OF A MEETING

The undersigned owning 100% of the issued and outstanding stock of Barclay Hollander Corporation, a California corporation (the "Corporation"), pursuant to the authority of Section 603(a) of the California General Corporation Law, does hereby consent to the adoption of the following resolutions and recitals effective as of the 4th day of December, 1995:

WHEREAS, Castle & Cooke California, Inc., a California corporation (the "Shareholder") is the sole shareholder of the Corporation; and

WHEREAS, it is in the best interests of the Corporation to sell its rights, title and interest in all of its real estate assets including, but not limited to: (i) the Camarillo office site located in the County of Ventura, California, (ii) the Mountaingate Open Space located in the County of Los Angeles, California; (iii) the Mountaingate Potential Development Property located in the County of Los Angeles, California and (iv) the Mountaingate Landfill located in the County of Los Angeles, California (hereinafter individually and collectively referred to as the "Assets") to Castle & Cooke, Inc., a Hawaii corporation ("Castle"), in exchange for which the Corporation will receive from Castle 56,646 shares of Common Stock of Castle in accordance with the provisions of the Transfer and Assumption Agreement (the "Transfer and Assumption Agreement"); and

WHEREAS, it is in the best interests of the Shareholder to approve said sale of assets;

NOW, THEREFORE, BE IT RESOLVED: That the Shareholder approves and authorizes the sale of the Assets to Castle pursuant to the terms of the Transfer and Assumption Agreement;

RESOLVED FURTHER: That the Corporation is authorized to perform its obligations under the Transfer and Assumption Agreement and to consummate the transactions contemplated thereby and to execute and deliver any and all agreements, instruments, certificates, documents and amendments to agreements and to take such further action as the Board of Directors of the Corporation shall deem necessary or appropriate to carry out the purpose and the intent of the foregoing resolutions as the Board of Directors of the Corporation deems necessary or appropriate, including without limitation, the filing of any notices, requests or applications with any regulatory authority having jurisdiction in the premises, the taking of such actions or the execution of such agreements, instruments, certificates and documents to be conclusive evidence of such officer's authority hereunder.

Dated as of the 7th day of December, 1995.

CASTLE & COOKE CALIFORNIA, INC.

By: 

Its: Assistant Treasurer

BHC000134

DRES 0251

BARCLAY-HOLLANDER-CURCI

McCULLOCH BUILDING, INTERNATIONAL AIRPORT CENTER

6151 W. CENTURY BLVD., LOS ANGELES, CALIFORNIA 90045

August 25, 1966

SUITE 700
TELEPHONES
776-6580
670-9033

*Wilmington Field
Kast Fee*

Mr. D. E. Clark, Manager
Land Department
Shell Oil Company
1008 West Sixth Street
Los Angeles, California 90054

Dear Mr. Clark:

Per your request, we are returning herewith the signed duplicate copy of your letter authorizing the extension of our escrow to October 1, 1966. I would like to take this opportunity to thank you and Mr. Tubman for your patience in giving us sufficient time to remove the hazards on the Kast tank farm site. This type of cleanup work is a little unusual for our operation, and we are embarrassed for the length of time that it took to complete the job.

Yours truly,

Richard Barclay
Richard Barclay

RB:sl

Enc.

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Phone: 325-7272
775-6771

PACIFIC SOILS ENGINEERING, INC.

1402 West 240th Street
Harbor City, California 90710

March 11, 1966

Work Order 6164

Lomita Development Co.
6151 West Century Boulevard
Suite 700
Los Angeles, California

Subject: Subsurface drainage study for reservoir
located in the southeast corner of
Tract No. 24836 in the County of Los
Angeles, California.

Reference: Preliminary Soils Investigation report
dated January 7, 1966 and Addendum Soils
Report dated January 27, 1966.

Gentlemen:

Submitted herewith are the results of a permeability study regarding subsurface drainage of the reservoir located in the southeast corner of the subject tract. This report is not intended to apply to the other reservoirs located on the subject property. Other reservoirs should be analyzed individually.

The purpose of this investigation was to determine the extent and type of subdrainage system necessary because of the existing bottom slab.

FIELD INVESTIGATION

Six (6) 24-inch diameter borings were made with a rotary bucket drill to depths ranging from 12 to 15 feet. Boring locations are presented on Plate A and the logs of borings are presented on Plate B.

LABORATORY INVESTIGATION

Both disturbed and undisturbed samples were returned to the laboratory for permeability tests. Four representative samples were selected for the falling head permeability test. Test results are included with the calculations, presented on Plate C.

DISCUSSION

Nearly 6000 lineal feet of trench were punched through the concrete floor using a truck mounted rig. The width of the trench is eight inches and the broken concrete was left in place. The trenches form annular rings, radiating from the center at 15 foot intervals. At this time the concrete in the trenches is being removed.

The field investigation reveals that the soils beneath the reservoir conform to those found in our original exploration. Generally, the first three feet found directly beneath the slab tend to be silty and clayey sands which are highly oil stained. The underlying soils are fine to medium clean sands. All soils are in a dense state and suitable to receive fill. Most of the soils in the borings had a petroleum odor, however the amount of actual oil contained in the soil is unknown.

Permeability tests were performed on four representative samples using a falling head permeameter. The laboratory results show that even though the soils are oil stained they are still permeable. The value used in the calculations ($K = 0.086 \times 10^{-4}$ cm/sec.) was obtained from a sample with only a slight amount of oil.

The permeability calculations were performed under the assumption that no lateral drainage would occur within the tank area.

The average annual rainfall for this region, according to Los Angeles County Flood Control data, is 13 inches per year. It has been assumed that only one-third of the land will be available to receive precipitation and that only one-half of the precipitation will percolate into the ground.

CONCLUSIONS AND RECOMMENDATIONS

Based upon the results of the field investigation and the resulting permeability computations, the following conclusions and recommendations are presented:

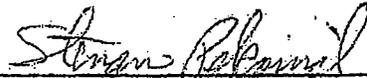
1. The average annual volume of percolating rainfall in the tank area will be on the order of 26,000 cubic feet under the assumptions stated above.
2. If the slab is left as is (utilizing the 6000 lineal feet of open trench), the percolation volume should

March 11, 1966
Work Order 6164

be on the order of 26,500 cubic feet assuming the static water surface is 1.0 feet above slab level. If the water depth is increased to 5.0 feet which is not probable the annual volume of percolation should be 53,000 cubic feet.

3. Based on these calculations utilizing the lowest permeability value obtained from the laboratory results, it is considered that the available drainage area is sufficient to handle all expected percolating water. It must also be remembered that these computations have been performed assuming no lateral drainage, and are considered conservative.

Respectfully submitted,



STEVAN PEKOVICH
R.C.E. 14744

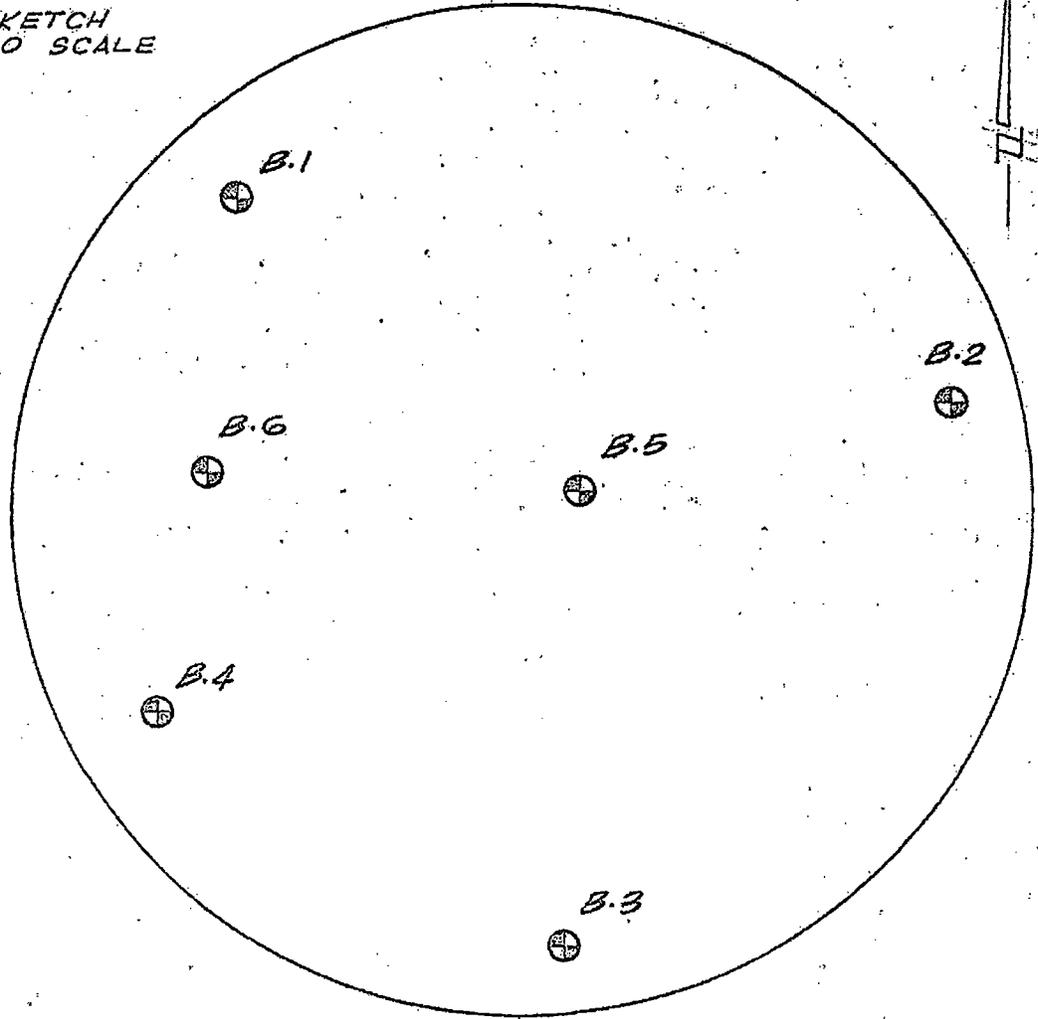
Distr.: (3) addressee
(3) Dept. of County Engineer
Grading Division
Attn: Mr. Glen Martin

SP/em

BOTTOM OF RESERVOIR
SE CORNER, TRACT 24836
COUNTY OF LOS ANGELES

PLATE A

SKETCH
NO SCALE



LOMITA BOULEVARD



APPROX. LOCATION OF BORING

PACIFIC SOILS ENGINEERING, INC
W.O. 6164 3-11-66

PLATE B
LOGS OF BORINGS

<u>Boring No.</u>	<u>Depth (ft.)</u>	<u>Classification</u>
1	0.0- 1.0	Black silty sand, dense, oil stained.
	1.5-15.0	Clean fine sand and shells, dense. Coloring varies with depth but is generally stained green. Petroleum odor apparent.
2	0.0- 1.5	Black clayey sand, dense, oil stained.
	1.5- 8.0	Brown medium sand with some clay, oil stained and apparent petroleum odor.
	8.0-11.0	Tan and gray clean sand, oil smell.
	11.0-12.0	Brown clean sand, heavy oil smell.
3	0.0- 2.5	Brown silty sand, dense, oily.
	2.5- 4.5	Brown clean sand, oil smell.
	4.5-10.0	Green fine sand and silt, dense, oil smell.
	10.0-11.5	Tan medium clean sand, dense, oil smell.
	11.5-12.5	Pale green silty fine sand, oil smell.
	12.5-15.0	Gray fine clean sand, oil smell.
4	0.0- 3.0	Black silty sand, oily.
	3.0- 4.5	Black medium clean sand, oily.
	4.5- 6.5	Gray fine clean sand, slightly oily.
	6.5-10.0	Gray lean clay, slightly oily.
	10.0-15.0	Brown fine sand, slightly oily.

5	0.0- 4.0	Dark brown sand and sea shells, oily.
	4.0- 9.0	Gold and gray fine clean sand, oil smell.
	9.0-14.0	Gray clean sand, dense, no oil smell.
6	0.0- 6.0	Black fine and silty sand, oily, dense.
	6.0-11.0	Gray clayey silt, oil smell.
	11.0-15.0	Gray fine sand, dense, oil smell.

PLATE C
CALCULATIONS

1. Laboratory Permeability Values:

Sample 1, $K = 0.086 \times 10^{-4}$ cm/sec. (slightly oily)
Boring 2 @ 1.5 ft.

Sample 2, $K = 10.6 \times 10^{-4}$ cm/sec. (trace of oil)
Boring 4 @ 5.0 ft.

Sample 3, $K = 2780 \times 10^{-4}$ cm/sec. (no oil)
Boring 5 @ 8.0 ft.

Sample 4, $K = 2.89 \times 10^{-4}$ cm/sec. (oily)
Boring 6 @ 3.0 ft.

2. Area of tank bottom:

$$A = \pi \frac{d^2}{4} = \pi \frac{(430)^2}{4} = 145,000 \text{ sq.ft.}$$

3. Area available for percolation:

$$A' = 1/3(A) = 1/3(145,000) = 48,000 \text{ sq.ft.}$$

4. Average annual volume of percolation rainfall:

(Assuming 1/2 of 13 inches of rainfall enters ground)

$$Q = (1/2A')(13/12) = (1/2)(48,000)(13/12) = 26,000 \text{ cu.ft./yr.}$$

5. Percolation volume using punched trenches:

(A) Area of punched trench

$$A = (6000')(8/12) = 4000 \text{ sq.ft.}$$

Assume 50% of this area is available for percolation

$$\therefore A = 2000 \text{ sq.ft.}$$

PLATE C - continued:

- (B) Percolation assuming water surface 1.0 feet above slab and $k = 0.086 \times 10^{-4}$ cm/sec.

$$k = 0.28 \times 10^{-6} \text{ ft./sec.}$$

$$i = H/L = 4/3 = 1.33$$

$$Q = k i A$$

$$Q = (0.28 \times 10^{-6} \text{ ft./sec.})(1.33)(2000)$$

$$Q = 26,500 \text{ cu.ft./year}$$

- (C) Percolation assuming water surface 5.0 feet above slab.

$$Q = (.28 \times 10^{-6} \text{ ft./sec.})(2.67)(2000)$$

$$Q = 53,000 \text{ cu.ft./year}$$

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PACIFIC SOILS ENGINEERING, INC.

1402 West 240th Street
Harbor City, California 90710

January 7, 1966

Work Order 6164

Lomita Development Co.
6151 West Century Blvd.
Suite 700
Los Angeles, California

Subject: Preliminary soils investigation on Tract No.
24836 in the County of Los Angeles, California.

Gentlemen:

Submitted herewith at your request are the results of a preliminary soils investigation on Tract 24836 in the County of Los Angeles, California. The report includes the results of the field investigation and recommendations for developing the parcel of property located west of Island Avenue, east of Main Street and north of Lomita Boulevard. Plates A-1 through A-4, the grading plans prepared by E. L. Pearson and Associates, shows the property layout and gives a legal description in part.

Present Site Conditions:

The existing structures on the subject tract were constructed prior to 1930 and consist of three large oil reservoirs and their attendant berms. The earthen walls of the reservoir are generally about fifteen feet in height and have a slope ratio of 1-1/2:1. The bottom and sides of the reservoir are lined with a four inch blanket of reinforced concrete. The reservoirs are nearly 30 feet deep and are covered by wooden roofs. Work is underway at the present time to waste from the site the water and sludge present in the reservoirs.

Earthen berms ranging in height from ten to fifteen feet have been constructed between the reservoirs and around the exterior boundaries of the tract.

Due to the low permeability of the surface soils, water tends to pond in the topographically low areas of the tract. An old sump, reported to be only three feet in depth, has been approximately located on Plate A-2. In addition, large underground pipes and conduits are to be found throughout the tract.

Field Investigation:

Eight (8) 24-inch diameter borings were made with a rotary bucket drill rig to depths ranging from 21 to 35 feet. Boring locations are indicated on Plates A-1 through A-4, and the Logs of Borings are presented on pages 5 thru 7. In addition, several cuts were made in the earth berms thereby allowing the material to be classified.

Discussion:

Relatively uniform soil conditions were encountered in the test borings and may be expected to exist over the subject property. Except for Borings 1 and 2 the surface soil ranges from clayey sand to silty sand. These soils are in a dense state and are suitable for foundation purposes.

The surface soils encountered in Borings 1 and 2 are lean clays in a soft, saturated state. Similar soils can be expected to exist in the northwest corner of the tract due to the presence of an old watercourse as disclosed by aerial photographs taken prior to construction of the reservoirs. In their present state these materials are unsuitable for foundation purposes.

Clean, dense fine to medium sands were found to underlie the surface soils at a depth ranging from 10 to 15 feet. The moisture content of the soils encountered decreased with depth and no ground water was observed.

The soils encountered on the tract are non-expansive by both Los Angeles County and FHA criteria.

In order to develop the property it will be necessary to fill in the reservoirs and flatten the existing berms. The concrete lining of the reservoirs may either be wasted from the site or buried in the fill. If the concrete bottoms are

left in place the concrete should be broken so as not to impede the percolation of subsurface water. All remaining pipes and conduits which would affect construction should be removed from the site.

Conclusions and Recommendations:

Based upon the results of the field investigation the following conclusions and recommendations are presented:

1. Generally the surface soils encountered will be suitable for foundation purposes. Soft, compressible materials such as those encountered in Borings 1 and 2 should be processed and compacted to a depth of four feet. The resulting material should have a minimum relative compaction of 90 percent according to Los Angeles County Standards. *entirely compacted.*
2. All sludge and water remaining in the reservoirs shall be wasted from the site.
3. The wooden structures covering the reservoirs should be demolished and wasted from the site. *It is also recommended that...*
4. All concrete shall be wasted from the site or buried deep enough in the fill so as not to interfere with future construction. The technique for placing the concrete should be as follows. (a) break up in place the bottom slabs sufficiently to allow drainage, (b) place one foot of clean compacted fill over the broken slab, (c) place cut side wall panels flat on compacted fill surface. The placing of the concrete shall be such that the finished surface of the placed concrete shall not be more than six inches above the compacted fill. Place compacted fill over the top of these slabs. No concrete shall be placed within 4 feet from the final finished grade.
5. All pipes and conduits affecting construction shall be removed and wasted from the site.
6. The soils encountered on the tract are non-expansive and if expansive soil is not imported no special reinforcement of footings and slabs will be required.

7. A bearing capacity of 1500 lbs/sq.ft. is recommended for structures founded in compacted fill or firm natural ground to a depth of one foot.

This report is subject to review by the controlling authorities for the project.

Respectfully submitted,



DAVID A. DERING
Civil Engineer

Distr. (6) addressee

AZ:DAD/em

LOGS OF BORINGS

<u>Boring No.</u>	<u>Depth (ft.)</u>	<u>Classification</u>
1	0.0- 1.0	Black asphalt and gravel.
	1.0- 5.0	Dark gray lean clay, saturated, plastic.
	5.0-10.0	Gray brown silty sand, moist, moderately dense.
	10.0-13.0	Blue-gray clayey sand, moist, moderately dense.
	13.0-24.0	Gray fine to medium clean sand, moist, dense.
2	0.0- 4.0	Dark brown lean clay, moist, tight.
	4.0- 7.0	Light brown clayey sand, moist, soft.
	7.0- 9.3	Light brown silty sand, moist, moderately dense.
	9.0-15.0	Gray-brown sandy clay, moist, moderately tight.
	15.0-24.0	Tan medium to fine clean sand, moist, dense.
3	0.0- 3.0	Reddish-brown silty sand, damp, dense.
	3.0-10.0	Reddish-brown clayey sand, damp, tight.
	10.0-28.0	Brown fine to medium clean sand, moist, dense; sea shells between 10.0 and 15.0 feet.

4	0.0- 6.0	Reddish-brown clayey sand, moist, dense.
	6.0-10.0	Light brown fine to medium sand and sea shells, moist, dense.
	10.0-13.0	Light brown silty sand, moist, dense.
	13.0-24.0	Tan fine to medium clean sand, moist, dense; end of boring at 24.0 feet due to caving of drier sand.
5	0.0-10.0	Reddish-brown silty sand, moist, dense, hard.
	10.0-15.0	Tan fine sand grading to silty sand at 12.0 feet, little moisture, dense.
	15.0-30.0	Tan fine clean sand, little moisture, dense.
6	0.0- 6.0	Reddish-brown silty sand, moist, dense.
	6.0-10.0	Tan fine clean sand, moist, moderately dense; sea shells between 6.0 and 8.0 feet.
	10.0-14.0	Gray lean clay, moist, tight.
	14.0-35.0	Gray fine to medium clean sand, moist, dense.
7	0.0- 2.0	Asphalt and sand.
	2.0-10.0	FILL: Reddish-brown silty sand, wet, moderately dense.
	10.0-17.0	Dark gray sandy silt, wet, moderately dense.
	17.0-23.0	Dark gray silty sand, wet, moderately dense.

7-cont'd.	23.0-27.0	Blue-gray silt, moist, dense.
	27.0-33.0	Gray fine clean sand, moist, dense.
8	0.0- 9.0	Reddish-brown silty sand.
	9.0-13.0	Tan medium clean sand, moist, moderately dense; sea shells between 10.0 and 13.0 feet.
	13.0-16.0	Gray-brown silty sand, damp, moderately; grades to gray silt at 16.0 feet.
	16.0-21.0	Tan fine to medium clean sand, damp, moderately dense.

407777
Nam chg to Barclay-Hollander-Curci, Inc.
Aggregate par value chg from \$75,000 to \$5,000,000

17977A
FILED
In the office of the Secretary of State
of the State of California

SEP 30 1968
FRANK M. JORDAN, Secretary of State
By *[Signature]*
Deputy

CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION OF

COLLEGE HILLS, INC.
A California Corporation

The undersigned, Shirley Curci and Mike Hollander, certify that they now are, and at all times herein mentioned, have been the duly elected and acting president and secretary of COLLEGE HILLS, INC., formerly known as, ROBERT BARKER AND ASSOCIATES, INC., a California corporation, and that:

2
1. At a special meeting of the board of directors of the corporation duly held at 6151 West Century Boulevard, Suite 700, Los Angeles, California, at 10:00 a.m., on September 25, 1968, the following resolution was duly adopted:

RESOLVED: That Article FIRST and FIFTH of the Articles of Incorporation of this corporation be, and hereby are amended to read as follows:

"FIRST: The name of the corporation is BARCLAY-HOLLANDER-CURCI, INC.

FIFTH:

1. The total number of shares which the corporation is authorized to issue is 5,000 shares. The aggregate par value of such shares is \$5,000,000, and the par value of each share is \$100.00.

No distinction shall exist between the shares of the corporation or the holders thereof."

2. That at a special meeting of the shareholders of the corporation held on the 25th day of September, 1968, at 10:30 a.m., at 6151 West Century Boulevard, Suite 700, in the City of Los Angeles, State of California, the amendment to the Articles of Incorporation was adopted, ratified and approved by a resolution identical in form to the directors' resolution hereinabove set forth.

DRES 0269

3. That the number of shares voting in favor of the resolution was 510 shares.

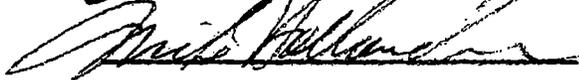
4. That the number of shares entitled to vote on or consent to the amendment is 510 shares.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment this 25th day of September, 1968.


President


Secretary

Each of the undersigned declares under penalty of perjury that the foregoing is true and correct and that this certificate was executed on September 25, 1968, at Los Angeles, California.

407727

AB7704

FILED
in the office of the Secretary of State
of the State of California

MAR 10 1969

FRANK W. JORDAN, Secretary of State
Deputy

CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION OF

BARCLAY-HOLLANDER-CURCI, INC.
A California Corporation

The undersigned, Richard Barclay and Mike Hollander, certify that they now are, and at all times herein mentioned, have been the duly elected and acting president and secretary of BARCLAY-HOLLANDER-CURCI, INC., a California corporation, and that:

1. At a special meeting of the Board of Directors of the corporation duly held at 6151 West Century Boulevard, Suite 700, Los Angeles, California, at 10:00 a.m., on February 17, 1969, the following resolution was duly adopted:

RESOLVED: That Article FIRST of the Articles of Incorporation of this corporation be, and hereby is amended to read as follows:

"FIRST. The name of the corporation is COLLEGE HILLS, INC."

2. That at a special meeting of the shareholders of the corporation held on the 17th day of February, 1969, at 10:30 a.m., at 6151 West Century Boulevard, Suite 700, in the City of Los Angeles, State of California, the amendment to the Articles of Incorporation was adopted, ratified and approved by a resolution identical in form to the directors' resolution hereinabove set forth.

3. That the number of shares voting in favor of the resolution was 510 shares.

4. That the number of shares entitled to vote on or consent to the amendment is 510 shares.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment this 17th day of February, 1969.


Richard Barclay, President

Mike Hollander, Secretary

Each of the undersigned declares under penalty of perjury that the foregoing is true and correct and this this Certificate was executed on February 17, 1969, at Los Angeles, California.


Richard Barclay, President

Mike Hollander, Secretary

915 F.2d 1355, 32 ERC 1105, 59 USLW 2235, 21 Env'tl. L. Rep. 20,011
(Cite as: 915 F.2d 1355)



United States Court of Appeals,
Ninth Circuit.
3550 STEVENS CREEK ASSOCIATES, a Limited
Partnership, Plaintiff-Appellant,
v.
BARCLAYS BANK OF CALIFORNIA, Defend-
ant-Appellee.
No. 88-15503.
Argued and Submitted Nov. 14, 1989.
Decided Oct. 3, 1990.

Purchaser of commercial building brought ac-
tion against vendor to recover costs of removing as-
bestos. The United States District Court for the
Northern District of California, Robert P. Aguilar,
J., granted judgment on pleadings for vendor, and
appeal was taken. The Court of Appeals, Rymer,
Circuit Judge, held that CERCLA does not permit
private party to recover its response cost for
cleanup of asbestos installed in commercial build-
ing from party responsible for installation of asbes-
tos.

Affirmed.

Pregerson, Circuit Judge, dissented and filed
opinion.

West Headnotes

[1] Federal Courts 170B ↪776

170B Federal Courts
170BVIII Courts of Appeals
170BVIII(K) Scope, Standards, and Extent
170BVIII(K)1 In General
170Bk776 k. Trial De Novo. Most
Cited Cases
Judgment on pleadings is decision on merits
which is reviewed de novo.

[2] Federal Civil Procedure 170A ↪1045.1

170A Federal Civil Procedure
170AVII Pleadings and Motions
170AVII(L) Judgment on the Pleadings
170AVII(L)1 In General
170Ak1045 Want of Fact Issue
170Ak1045.1 k. In General. Most

Cited Cases
(Formerly 170Ak1045)
Judgment on pleadings is proper when there are
no issues of material fact, and moving party is en-
titled to judgment as matter of law. Fed.Rules
Civ.Proc.Rule 12(c), 28 U.S.C.A.

[3] Federal Courts 170B ↪761

170B Federal Courts
170BVIII Courts of Appeals
170BVIII(K) Scope, Standards, and Extent
170BVIII(K)1 In General
170Bk759 Theory and Grounds of De-
cision of Lower Court
170Bk761 k. Reasons for Decision.

Most Cited Cases
District court's granting of judgment on plead-
ings may be affirmed on any ground supported by
record.

[4] Environmental Law 149E ↪438

149E Environmental Law
149EIX Hazardous Waste or Materials
149Ek436 Response and Cleanup; Liability
149Ek438 k. Elements in General. Most
Cited Cases
(Formerly 199k25.5(5.5) Health and Environ-
ment)

To prevail in private cost recovery action,
plaintiff must establish that site on which hazardous
substances are contained is "facility" under CER-
CLA's definition of that term, that release or
threatened release of any hazardous substance from
the facility has occurred, that such release or
threatened release has caused plaintiff to incur re-
sponse costs that were necessary and consistent

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(Cite as: 915 F.2d 1355)

with national contingency plan, and that defendant was within one of statutory classes of persons subject to liability. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, §§ 101(9), 107(a)(2)(B), (a)(4)(B), as amended, 42 U.S.C.A. §§ 9601(9), 9607(a)(2)(B), (a)(4)(B).

[5] Environmental Law 149E ↪443

149E Environmental Law

149EIX Hazardous Waste or Materials

149Ek436 Response and Cleanup; Liability

149Ek443 k. Facilities Covered. Most

Cited Cases

(Formerly 199k25.5(5.5) Health and Environment)

Area is "facility," within meaning of CERCLA, if hazardous substance is placed there or has otherwise come to be located there. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 101(9), as amended, 42 U.S.C.A. § 9601(9).

[6] Environmental Law 149E ↪441

149E Environmental Law

149EIX Hazardous Waste or Materials

149Ek436 Response and Cleanup; Liability

149Ek441 k. Release and Disposal in

General. Most Cited Cases

(Formerly 199k25.5(5.5) Health and Environment)

Term "disposal," as used in CERCLA refers only to affirmative act of discarding substance as waste, and not to productive use of substance. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 107(a)(3), as amended, 42 U.S.C.A. § 9607(a)(3).

[7] Environmental Law 149E ↪407

149E Environmental Law

149EIX Hazardous Waste or Materials

149Ek403 Constitutional Provisions, Statutes, and Ordinances

149Ek407 k. Construction. Most Cited

Cases

(Formerly 199k25.5(5.5) Health and Environment)

CERCLA is to be given broad interpretation to accomplish its remedial goals, but may not be given construction that statute on its face does not permit and legislative history does not support. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 101 et seq., as amended, 42 U.S.C.A. § 9601 et seq.

[8] Environmental Law 149E ↪437

149E Environmental Law

149EIX Hazardous Waste or Materials

149Ek436 Response and Cleanup; Liability

149Ek437 k. In General. Most Cited

Cases

(Formerly 199k25.5(5.5) Health and Environment)

CERCLA does not permit private party to recover its response cost for cleanup of asbestos installed in commercial building from party responsible for installation of asbestos. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, § 107(a), as amended, 42 U.S.C.A. § 9607(a).

*1356 Bernard S. Greenfield and Marcia E. Gerston, Levy, Greenfield & Davidoff, San Jose, Cal., Kenneth A. Manaster, Los Altos, Cal., for plaintiff-appellant.

Timothy M. Flaherty, Jordan, Keeler & Seligman, San Francisco, Cal., for defendant-appellee.

Donald A. Carr, Anne S. Almy and David C. Shilton, U.S. Dept. of Justice, Washington, D.C., for amicus.

Appeal from the United States District Court for the Northern District of California.

Before FARRIS, PREGERSON and RYMER, Circuit Judges.

915 F.2d 1355, 32 ERC 1105, 59 USLW 2235, 21 Envtl. L. Rep. 20,011
(Cite as: 915 F.2d 1355)

RYMER, Circuit Judge:

3550 Stevens Creek Associates appeals the entry of judgment on the pleadings in its action for recovery of costs incurred in the voluntary removal of asbestos during remodeling of a commercial building against Barclays Bank of California, a predecessor-in-interest who owned the building at the time materials containing asbestos were installed. The United States as Amicus Curiae has filed a brief on behalf of Stevens Creek. The question on appeal is whether a private party may recover its response costs for clean-up of asbestos installed in a commercial building under section 107(a)(2)(B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607 (CERCLA). We hold that CERCLA does not permit such an action, and affirm.

I

In 1963, First Valley Corporation constructed a building, located at 3550 Stevens Creek Boulevard in San Jose, California, which contained asbestos insulation and fire retardants. In 1969, Barclays Bank acquired First Valley's assets. First Valley Corporation was dissolved in 1971, when Barclays acquired title to the property. Barclays sold the property to Stevens Creek in 1984. From 1984 through 1986, Stevens Creek remodeled the building, spending more than \$100,000.00 in removing asbestos.

Stevens Creek brought this suit in district court under CERCLA, 42 U.S.C. §§ 9601-9657. It sought damages under section 107(a), 42 U.S.C. § 9607(a) for removal costs incurred. On Barclay's motion the district court granted judgment on the pleadings, holding that no authority exists for the award of such relief.

*1357 II

[1][2][3] A judgment on the pleadings is a decision on the merits which we review de novo. *General Conference Corp. of Seventh-Day Adventists v. Seventh-Day Adventist Congregational Church*, 887 F.2d 228, 230 (9th Cir.1989), *cert. denied*, 493 U.S. 1079, 110 S.Ct. 1134, 107 L.Ed.2d 1039 (1990);

McGlinchy v. Shell Chem. Co., 845 F.2d 802, 810 (9th Cir.1988). Judgment on the pleadings is proper when there are no issues of material fact, and the moving party is entitled to judgment as a matter of law. Fed.R.Civ.P. 12(c). The district court's interpretation of CERCLA is also reviewed de novo. *Idaho v. Hanna Mining Co.*, 882 F.2d 392, 395 (9th Cir.1989). We may affirm the district court's decision on any ground supported by the record. *Marino v. Vasquez*, 812 F.2d 499, 508 (9th Cir.1987); *Hatch v. Reliance Ins. Co.*, 758 F.2d 409, 414 (9th Cir.), *cert. denied*, 474 U.S. 1021, 106 S.Ct. 571, 88 L.Ed.2d 555 (1985).

III

CERCLA was enacted to "provide for liability, compensation, cleanup, and emergency response for hazardous substances released into the environment and the cleanup of inactive hazardous waste disposal sites." Pub.L. No. 96-510, 94 Stat. 2767 (1980). It generally imposes strict liability on owners and operators of facilities at which hazardous substances were disposed. 42 U.S.C. § 9607(a); *Hanna*, 882 F.2d at 394. To promote these objectives, Congress created a private claim for certain "response costs" against "various types of persons who contributed to the dumping of hazardous waste at a site." *Ascon Properties, Inc. v. Mobil Oil Co.*, 866 F.2d 1149, 1152 (9th Cir.1989) (citations omitted).

CERCLA employs a bifurcated mechanism to promote the cleanup of hazardous waste sites, hazardous spills, and releases of hazardous substances into the environment. Through the creation of Superfund, the federal government is empowered to respond to hazardous waste disposal. 42 U.S.C. §§ 9604-05, 9611-12. The statute also authorizes private parties to institute civil actions to recover the costs involved in the cleanup of hazardous wastes from those responsible for their creation. 42 U.S.C. § 9607(a)(1-4). See *Wickland Oil Terminals v. Asarco, Inc.*, 792 F.2d 887, 890-92 (9th Cir.1986); *Dedham Water Co. v. Cumberland Farms Dairy, Inc.*, 805 F.2d 1074, 1081 (1st

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Cir.1986); *Walls v. Waste Resource Corp.*, 823 F.2d 977, 980-81 (6th Cir.1987); *Prudential Ins. Co. of America v. United States Gypsum*, 711 F.Supp. 1244, 1251 (D.N.J.1989); *United States v. Reilly Tar and Chem. Corp.*, 546 F.Supp. 1100, 1112 (D.Minn.1982); H.R.Rep. No. 1016 at 22, reprinted in 1980 U.S.Code Cong. & Admin.News 6119, 6125.

A private party may recover its "response costs" ^{FN1} for cleanup of hazardous wastes from a liable party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). Section 107(a) provides:

FN1. Section 101(25) of CERCLA, 42 U.S.C. § 9601(25), provides:

(25) The terms 'respond' or 'response' means [sic] remove, removal, remedy, and remedial action; all such terms (including the terms 'removal' and 'remedial action') include enforcement activities related thereto.

"Remove" and "removal" are defined at Section 101(23) of CERCLA, 42 U.S.C. § 9601(23):

(23) The terms 'remove' or 'removal' means [sic] the cleanup or removal of released hazardous substances from the environment, such actions as may be necessary taken in the event of the threat of release of hazardous substances into the environment, such actions as may be necessary to monitor, assess, and evaluate the release or threat of release of hazardous substances, the disposal of removed material, or the taking of such other actions as may be necessary to prevent, minimize, or mitigate damage to the public health or welfare or to the environment, which may otherwise result from a release or threat of release. The term includes, in addition, without being limited to, security fencing or other

measures to limit access, provision of alternative water supplies, temporary evacuation and housing of threatened individuals not otherwise provided for, action taken under section 104(b) of this Act, and any emergency assistance which may be provided under the Disaster Relief Act of 1974.

(a) Notwithstanding any other provision of rule of law, and subject only to the defenses set forth in subsection (b) of this section-

(1) the owner and operator of a vessel or a facility,

*1358 (2) any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed of,

(3) any person who by contract, agreement, or otherwise arranged for disposal or treatment, of hazardous substances owned or possessed by such person, by any other party or entity, at any facility or incineration vessel owned or operated by another party or entity and containing such hazardous substances, and

(4) any person who accepts or accepted any hazardous substances for transport to disposal or treatment facilities, incineration vessels or sites selected by such person, from which there is a release, or a threatened release which cause the incurrence of response costs, of hazardous substance, shall be liable for-

(A) all costs of removal or remedial action incurred by the United States Government or a State or an Indian tribe not inconsistent with the national contingency plan;

(B) any other necessary costs of response incurred by any other person consistent with the national contingency plan;

(C) damages for injury to, destruction of, or

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(Cite as: 915 F.2d 1355)

loss of natural resources, including the reasonable costs of assessing such injury, destruction, or loss resulting from such a release; and

(D) the costs of any health assessment or health effects study carried out under section 104(i).

[4] There is no question that section 107(a)(2)(B) “expressly creates a private cause of action.” *Wicklund Oil Terminals*, 792 F.2d at 890. *Accord Walls*, 823 F.2d at 980-81. To prevail in a private cost recovery action, a plaintiff must establish that (1) the site on which the hazardous substances are contained is a “facility” under CERCLA’s definition of that term, Section 101(9), 42 U.S.C. § 9601(9); ^{FN2} (2) a “release” or “threatened release” of any “hazardous substance” from the facility has occurred, 42 U.S.C. § 9607(a)(4); (3) such “release” or “threatened release” has caused the plaintiff to incur response costs that were “necessary” and “consistent with the national contingency plan,” 42 U.S.C. §§ 9607(a)(4) and (a)(4)(B); and (4) the defendant is within one of four classes of persons subject to the liability provisions of Section 107(a). *Ascon Properties*, 866 F.2d at 1152.

FN2. Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), provides:

(9) The term ‘facility’ means (A) any building, structure, installation, equipment, pipe or pipeline (including any pipe into a sewer or publicly owned treatment works), well, pit, pond, lagoon, impoundment, ditch, landfill, storage container, motor vehicle, rolling stock, or aircraft, or (B) any site or area where a hazardous substance has been deposited, stored, disposed of, or placed, or otherwise come to be located; but does not include any consumer product in consumer use or any vessel.

Stevens Creek argues that it has sufficiently pleaded all the allegations necessary for a claim un-

der section 107, and that its cause of action is properly brought under the actual language of that section. In its view section 107 is not subject to any relevant limitations, particularly to a limitation on governmental responses to release from products which are part of the structure of a building set out in section 104(a)(3). Barclays contends that its predecessors-in-interest did not “dispose” of a hazardous substance within the meaning of section 107, and that the response limitations in section 104 are persuasive authority that removal of building materials containing asbestos is outside the scope of CERCLA.^{FN3}

FN3. Barclays also contends that it is not an “owner or operator” of the property, arguing that its acquisition of the Stevens Creek property resulted from a purchase of assets which does not result in successor liability under CERCLA. *See Smith Land & Improvement Corp. v. Celotex Corp.*, 851 F.2d 86, 91 (3d Cir.1988), *cert. denied*, 488 U.S. 1029, 109 S.Ct. 837, 102 L.Ed.2d 969 (1989). Because this is a factual question and is irrelevant to our disposition of this appeal, we do not consider it.

We agree with Stevens Creek that the limitation on governmental response in section*1359 104 is not dispositive. At the same time, there is no authority recognizing a private right to relief for the voluntary removal of asbestos from a commercial building. The cases upon which Stevens Creek and the EPA rely concern the disposal or dumping of hazardous substances as waste, and not the removal of asbestos or any other building material from a commercial building.^{FN4} Even those cases which do involve asbestos relate to its disposal as waste rather than its use as a building material,^{FN5} and no federal court which has considered the placement of asbestos as part of the structure of a building has concluded that it falls within the scope of Section 107(a).^{FN6}

FN4. *See, e.g., Walls*, 823 F.2d 977 (removal of waste dumping ground); *Ded-*

ham, 805 F.2d at 1075 (removal of “high concentrations of volatile organic compounds” illegally discharged into wells); *Wickland Oil Terminals*, 792 F.2d at 889 (removal of “hazardous concentrations of various metals” deposited in ground on site of former smelting operation); *New York v. Shore Realty*, 759 F.2d 1032, 1037 (2d Cir.1985) (removal of “hazardous waste disposal site”); *Pinole Point Properties v. Bethlehem Steel Corp.*, 596 F.Supp. 283, 285 (N.D.Cal.1984) (discharge of hazardous substances into pond by steel company); *New York v. General Elec. Co.*, 592 F.Supp. 291, 293 (N.D.N.Y.1984) (disposal of “used transformer oil” containing PCBs); *Reilly Tar & Chem.*, 546 F.Supp. at 1105 (D.Minn.1982) (chemical waste contamination of groundwater by refinery).

FN5. See *Smith Land*, 851 F.2d at 87-88 (“Clean-up of a hazardous waste site” consisting of “large waste pile” accumulated “in the course of manufacturing asbestos products”); *United States v. Metate Asbestos Corp.*, 584 F.Supp. 1143, 1145 (D.Ariz.1984) (removal of “asbestos mine and mill wastes”).

FN6. See *First United Methodist Church v. United States Gypsum Co.*, 882 F.2d 862, 867-69 (4th Cir.1989), cert. denied, 493 U.S. 1070, 110 S.Ct. 1113, 107 L.Ed.2d 1020 (1990); *Retirement Community Developers, Inc. v. Merine*, 713 F.Supp. 153, 156-58 (D.Md.1989); *Prudential*, 711 F.Supp. at 1253-56; *Corporation of Mercer Univ. v. National Gypsum Co.*, No. 85-126-3-MAC (N.D.Ga. March 9, 1986), 24 Env't Rep. Cas. (BNA) 1953. Cf. *United States v. Fleet Factors Corp.*, 724 F.Supp. 955 (S.D.Ga.1988) (denying defendants' motion for summary judgment in action by Environmental Protection Agency to re-

cover response costs for removal of asbestos-containing material and barrels of hazardous chemicals), *aff'd*, 901 F.2d 1550 (11th Cir.1990).

A

We therefore begin by considering the plain language of the statute. *American Tobacco Co. v. Patterson*, 456 U.S. 63, 68, 102 S.Ct. 1534, 1537, 71 L.Ed.2d 748 (1982). To be liable under Section 107(a)(2)(B), there must have been a “release” or “threatened release” of a hazardous substance, and the defendant must be a person “who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed of.” 42 U.S.C. § 9607(a)(2) and (4).

“Release” is defined in section 101(22) as “any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment...”^{FN7}

The “environment” includes surface and ground waters and “ambient air within the United States.”^{FN8} Other courts considering this language have concluded that the “environment” referred to in the statute “includes the atmosphere, external to the building,” but not the air within a building. See *Prudential*, 711 F.Supp. at 1255 n. 3 (citing *First United Methodist Church*, 882 F.2d at 867 & n. 5); *Knox v. AC & S, Inc.*, 690 F.Supp. 752, 757 (S.D.Ind.1988); *Electric Power Bd. of Chattanooga v. Westinghouse Elec. Corp.*, 716 F.Supp. 1069, 1080-81 (E.D.Tenn.1988). See also *Covalt v. Carey Canada Inc.*, 860 F.2d 1434 (7th Cir.1988); *United States v. A & F Materials Co.*, 582 F.Supp. 842, 845 (S.D.Ill.1984).^{FN9}

FN7. Section 101(22) of CERCLA, 42 U.S.C. 9601(22), provides in full:

(22) The term ‘release’ means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandon-

ment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant), but excludes (A) any release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such persons, (B) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine, (C) release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954, if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under section 170 of such Act, or, for the purposes of section 104 of this title or any other response action, any release of source byproduct, or special nuclear material from any processing site designated under section 102(a)(1) or 302(a) of the Uranium Mill Tailings Radiation Control Act of 1978, and (D) the normal application of fertilizer.

FN8. Section 101(8) of CERCLA, 42 U.S.C. 9601(8), provides in full:

(8) The term 'environment' means (A) the navigable waters, the waters of the contiguous zone, and the ocean waters of which the natural resources are under the exclusive management authority of the United States under the Fishery Conservation and Management Act of 1976, and (B) any other surface water, ground water, drinking water supply, land surface or subsurface strata, or ambient air within the United States or under the jurisdiction of the United States.

FN9. Although not contested in this pro-

ceeding, courts which have addressed this language have determined that the escape of asbestos fibers within a building falls outside the intended objectives of CERCLA. See *First United Methodist Church*, 882 F.2d at 867 & n. 5; *Prudential*, 711 F.Supp. at 1255 n. 3.

[5] "Facility" is a "building [or] structure ... where a hazardous substance has been deposited, stored, disposed of, or placed, or otherwise come to be located." 42 U.S.C. § 9601(9). Barclays does not contend that a structure built with asbestos insulation and fire retardants is not a "facility" within the meaning of CERCLA.^{FN10}

FN10. In a sense it is more accurate to say that asbestos insulation and fire retardants *are* the building, than to suppose they have have "come to be located" *in* the building. However, the term "facility" has been broadly construed by the courts, such that "in order to show that an area is a 'facility,' the plaintiff need only show that a hazardous substance under CERCLA is placed there or has otherwise come to be located there." *Metate Asbestos*, 584 F.Supp. at 1148; see also *Shore Realty*, 759 F.2d at 1043 n. 15; *Knox*, 690 F.Supp. at 756; *United States v. Bliss*, 667 F.Supp. 1298, 1305 (E.D.Mo.1987); *General Elec. Co.*, 592 F.Supp. at 295.

"Hazardous substance" is defined in section 101(14), 42 U.S.C. § 9601(14).^{FN11} That section, in turn, refers to both the Clean Water Act, 33 U.S.C. § 1317, and the Clean Air Act, 42 U.S.C. § 7412. Asbestos is classified as a "toxic pollutant" under the Clean Water Act and a "hazardous air pollutant" under the Clean Air Act. 33 U.S.C. § 1317; 42 U.S.C. § 7412; see 40 C.F.R. Part 122, App. D, Table V (1987); 40 C.F.R. § 401.15 (1987); 40 C.F.R. Part 61, Subpart M (1987). It is also designated as a hazardous substance for purposes of sections 102 (authorizing Administrator to designate hazardous substances) and 105 (providing for

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the national contingency plan) of CERCLA. See 40 C.F.R. § 302.4, Table 302.4 (1987).^{FN12} The district court found, and we assume, that asbestos is a “hazardous substance”; however that fact is insufficient*1361 to establish that its placement as part of the structure of a building constitutes “disposal of any hazardous substance” under CERCLA.

FN11. Section 9601(14), 42 U.S.C. § 9601(14), defines “hazardous substance”:

(14) The term ‘hazardous substance’ means (A) any substance designated pursuant to section 311(b)(2)(A) of the Federal Water Pollution Control Act, (B) any element, compound, mixture, solution, or substance designated pursuant to section 102 of this Act, (C) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (but not including any waste the regulation of which under the Solid Waste Disposal Act has been suspended by Act of Congress), (D) any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act, (E) any hazardous air pollutant listed under section 112 of the Clean Air Act, and (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil and any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under sub-paragraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

FN12. See also *Prudential Ins. Co.*, 711

F.Supp. at 1252; *Knox*, 690 F.Supp. at 755; *Metate Asbestos*, 584 F.Supp. at 1146-48. The statutes and regulations make no distinction between these waste forms of asbestos and asbestos in solid form employed as a building material.

“Disposal” is defined by reference to the Solid Waste Disposal Act.^{FN13} SWDA section 1004 defines “disposal” as:

FN13. Section 101(29) of CERCLA, 42 U.S.C. § 9601(29), provides:

(29) The terms ‘disposal’, ‘hazardous waste’, and ‘treatment’ shall have the meaning provided in section 1004 of the Solid Waste Disposal Act.

Section 1004 of the Solid Waste Disposal Act, 42 U.S.C. § 6903, provides, in pertinent part:

(3) The term ‘disposal’ means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

(5) The term ‘hazardous waste’ means a solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may-

(A) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or

(B) pose a substantial present or potential hazard to human health or the enviro-

onment when improperly treat, stored, transported, or disposed of, or otherwise managed.

(27) The term ‘solid waste’ means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, and from community activities, but does not include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under section 1342 of Title 33, or source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923 [42 U.S.C. § 2011 et seq.]).

.....

(34) The term ‘treatment’, when used in connection with hazardous waste, means any method, technique, or process, including neutralization, designed to change the physical, chemical, or biological character or composition of any hazardous waste so as to neutralize such waste or so as to render such waste non-hazardous, safer for transport, amenable for recovery, amenable for storage, or reduced in volume. Such term includes any activity or processing designed to change the physical form or chemical composition of hazardous waste so as to render it nonhazardous.

the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that such solid waste or hazardous waste or any con-

stituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

“Solid waste” is “any garbage, refuse, sludge, ... and other discarded material...” 42 U.S.C. § 6903(27), and “hazardous waste” is that subset of “solid waste” which poses a particularly great threat to human health or the environment, *see* 42 U.S.C. § 6903(5). Regulations issued by the Environmental Protection Agency similarly define “solid waste” as “any discarded material” which is “abandoned, ... recycled, ... or inherently wastelike.” 40 C.F.R. § 261.2(a). The terms do not include materials which are “used or reused as ingredients in an industrial process to make a product...” 40 C.F.R. § 261.2(e)(1)(i).

On its face “disposal” pertains to “solid waste or hazardous waste,” not to building materials which are neither. There is no suggestion that Barclays or its predecessors-in-interest discarded asbestos insulation and fire retardants; rather they were used to construct the building. Nor can the construction of a building using these materials fit into “the discharge, deposit, injection, ... or placing into or on any land or water” specified in the definition. There is no question that the asbestos materials in this case were built into the structure, not placed “into or on any land or water.” Finally, there is no indication that materials containing asbestos installed as part of the structure of a building, as here, are such that asbestos fibers “may enter the environment or be emitted into the air.” Even when action is taken that makes the asbestos friable, the resulting hazard is within the building.

*1362 Stevens Creek argues that the specific reference to “disposal of *hazardous substances*” in section 107 overrides the definition of “disposal” limited to “hazardous wastes” borrowed from the Solid Waste Disposal Act. It also argues that because the phrases “hazardous substance” and “hazardous waste” are used interchangeably, the definitions of “waste” are irrelevant.

This reasoning is unpersuasive for two reasons.

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First, Congress could have defined "disposal" for purposes of CERCLA any way it chose; it chose to import the meaning provided in SWDA. That meaning is clear. All CERCLA definitions, including for "disposal," are set forth in section 101 and apply to all subsequent sections, some of which also speak of "hazardous substances." No reason appears in the statutory scheme to give a term one meaning for one section but another for another. Second, the fact that "hazardous substance" and "hazardous waste" may be used interchangeably goes to show that asbestos in non-waste form, such as insulation, was not meant to be covered: "both the terms hazardous *substance* and hazardous *wastes* are used, and their use is often interchangeable, because in the context of CERCLA, hazardous substances are generally dealt with at the point when they are about to, or have become, wastes." *Injuries And Damages From Hazardous Wastes-Analysis And Improvement Of Legal Remedies: A Report To Congress In Compliance With Section 301(e) of [CERCLA] By The "Superfund Section 301(e) Study Group"*, Part 1, p. 26.^{FN14}

FN14. The interpretation of CERCLA given by the "distinguished panel of lawyers" who comprised the 301(e) Study Group has been accorded substantial weight by other federal courts. See *Covalt v. Carey Canada, Inc.*, 860 F.2d 1434, 1437 (7th Cir.1988); see also *Electric Power Bd. of Chattanooga*, 716 F.Supp. at 1080 & n. 3.

[6] Stevens Creek points to no authority construing "disposal" as it suggests. However courts in other circuits have construed "disposal" for purposes of section 107(a)(3)^{FN15} as referring only to an affirmative act of discarding a substance as waste, and not to the productive use of the substance. See, e.g. *Prudential*, 711 F.Supp. at 1253-56 (sale of asbestos building materials is not "disposal" of asbestos under CERCLA); *Jersey City Redevelopment Auth. v. PPG Indus.*, 655 F.Supp. 1257, 1260-61 (D.C.N.J.1987), *aff'd*, 866 F.2d 1411 (3d Cir.1988) (transaction involving transfer of

hazardous substance is not "disposal" if it involved the sale of a product); *Edward Hines Lumber Co. v. Vulcan Materials Co.*, 685 F.Supp. 651, 654 (N.D.Ill.1988), *aff'd*, 861 F.2d 155 (7th Cir.1988) (sale of hazardous substance for use in wood treatment process does not constitute arranging disposal or treatment of hazardous substance, even where process run-off containing that substance had been placed at the site); *United States v. Westinghouse Elec. Corp.*, 22 E.R.C. (BNA) 1230 (S.D.Ind.1983) (sale of product containing toxic chemical for use in manufacturing does not constitute "disposal"). Because the definition applicable to actions under § 107(a)(2) and (a)(3) is the same, and there is no meaningful difference for purposes of CERCLA between a party who sells or transports a product containing or composed of hazardous substances for a productive use, and a party who actually puts that product to its constructive use, we see no reason to adopt a different definition in this case.^{FN16}

FN15. Section 107(a)(3) makes liable

"any person who by contract, agreement, or otherwise arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by such person, by any other party or entity, at any facility or incineration vessels owned or operated by another party or entity and containing such hazardous substances...."

FN16. Stevens Creek's contention that actions under section 107(a)(3) differ from 107(a)(2) actions in that they are essentially disguised products liability suits is unhelpful, because it fails to explain why one definition of "disposal" should apply in actions under section 107(a)(3), and another in actions under 107(a)(2).

B

[7] Stevens Creek argues that CERCLA is to be broadly construed and that *1363 private remedies

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were intended to supplement, indeed supplant, governmental response to environmental threats. We agree that the Act is to be given a broad interpretation to accomplish its remedial goals. *See First United Methodist Church*, 882 F.2d 862; *see also Wickland Oil Terminals v. Asarco*, 792 F.2d 887, 891, 892 (9th Cir.1986). However we must reject a construction that the statute on its face does not permit, and the legislative history does not support.

CERCLA was designed to deal with the problem of inactive and abandoned hazardous waste disposal sites. U.S.Code Cong. & Admin.News 1980, at 6119, 6125; *State of New York v. Shore Realty Corp.*, 759 F.2d 1032, 1040 (2d Cir.1985) (quoting F. Anderson, D. Mandelker, & A. Tarlock, *Environmental Protection: Law and Policy* 568 (1984)). Necessarily it was the product of many compromises. *Shore Realty*, 759 F.2d at 1040. Section 107 could have, but did not, explicitly provide for the problem of the release of asbestos fibers from materials that are part of the structure of a building.

The legislative history shows that Congress intended just what CERCLA provides on its face. *Id.*

CERCLA directly addresses the issue of removal of substances which are part of the structure of buildings in only one place: section 104(a)(3)(B) limits the authority of the President to respond “to a release or threat of release ... from products which are part of the structure of, and result in exposure within, residential buildings or business or community structures.”^{FN17} By its terms, section 104 is a limitation on governmental actions; section 104(a)(3)(B) refers to “the President” and applies to responses only “under this section.”^{FN18}

FN17. Section 104(a)(3)(B), 42 U.S.C. 9604(a)(3)(B), provides, in pertinent part:

(3) Limitations on Response-The President shall not provide for a removal or remedial action under this section in response to a release or threat of release-

.....

(B) from products which are part of the structure or, and result in exposure within, residential buildings or business or community structures;

.....

(4) Exception to Limitations-Notwithstanding paragraph (3) of this subsection, to the extent authorized by this section, the President may respond to any release or threat of release if in the President's discretion, it constitutes a public health or environmental emergency and no other person with the authority and capability to respond to the emergency will do so in a timely manner.

FN18. Both Stevens Creek and Amicus argue that the district court erroneously concluded that section 104(a)(3)(B) is a limitation on private actions under section 107(a). While we agree that section 104(a)(3)(B) by its terms applies only to the President and not to private parties, we do not read the district court's order as holding to the contrary. The district court determined that “the provisions of CERCLA do not provide for the recovery of costs in this situation,” then discussed section 104(a)(3)(B) before concluding that “it is unlikely that Congress would have intended to preclude the President from taking a specific action, while allowing private parties to respond by that precise action.” We read the court as suggesting that the limitation in section 104(a) reinforces its determination that section 107 does not extend to Stevens Creek's claim.

Stevens Creek argues that since section 104(a)(3)(B) limits only governmental authority to respond to the presence of asbestos in the structure of a building, by inference, Congress intended that private parties would be able to recover under section 107(a). By the same token, it contends, the ex-

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ception to the limitation provided in section 104(a)(4) that permits the President to act only if "no other person" is able to respond to a release or threatened release makes sense only if private parties are permitted to respond to these situations even if the federal government usually cannot.

[8] We disagree. Congress has effectively precluded private party response actions through its "disposal" requirement in sections 107(a)(2) and (4). Even apart from this, there is no basis for inferring Congress' intent to create such a far-reaching private cause of action under section 107(a).

The only discussion of asbestos removal in the legislative history of CERCLA occurred during consideration of the Superfund*1364 Amendments and Reauthorization Act (SARA), Pub.L. No. 99-499, 1986 U.S.Code Cong. & Admin.News (100 Stat.) 1613, which was enacted in 1986. Section 112(b) of Senate Bill S. 51 contained the language now codified as Section 104(a)(3)(B) of CERCLA. The Senate Report prior to adoption of the SARA amendments to CERCLA discussed the extent of remedial or removal actions under the Bill:

"CERCLA response authorities are extremely broad, but there are nevertheless situations, some of which may be lifethreatening, which are not within the law's scope. The [Environmental Protection] Agency has encountered some difficulties, primarily political, in restraining CERCLA responses to the scope of the law. For this reason, [the Senate Bill] proposes to make more explicit certain areas which the law does not cover.

Specifically, [the Bill] makes clear the exclusion from remedial or removal action of a release or a threat of a release ...-from products which are part of the structure of, and result in exposure within a facility.... The Environmental Protection Agency has received requests to take removal or remedial action in situations where the contamination was from building materials used in the structure and was creating an indoor hazard. This

section would clarify that such situations are not subject to remedial or removal action."

S.Rep. No. 11, 99th Cong., 1st Sess. 16-17 (1985), *reprinted in* 1986 U.S.Code Cong. & Admin.News 2835.

A similar provision limiting response to releases of materials used in the structure of buildings appeared in § 117 of H.R. 2817, a bill passed by the House of Representatives on December 20, 1985. See Cooke, *The Law of Hazardous Waste-Management, Cleanup, Liability and Litigation* § 12.04[4][e] at 12-68 (1988); *see also* H.R.Rep. No. 253, 99th Cong., 1st Sess. 91, *reprinted in* 1986 U.S.Code Cong. & Admin.News 2835, 2873. After the bills were resolved in conference, the Conference Report discussed the limitation in terms specific to the President and to Section 104:

Section 112(b) prohibits the President from undertaking a response action under section 104 in response to a release ... from products which are part of the structure of residential buildings or businesses or community structures which result in exposure in such structures.

2.Conf.Rep. No. 962, 99th Cong., 2d Sess. (Joint Explanatory Statement of Conference Committee) 190 (1986); *reprinted in* 1986 U.S.Code Cong. & Admin.News 3276. As the committee report also indicated, the committee adopted the exact language of § 112(b) of Senate Bill S. 51, without indicating that it intended to modify the original meaning in any way. *Id.*

Whether or not Senate Report No. 11 is an authoritative guide to the legislative intent underlying this section,^{FN19} the legislative*1365 history is devoid of evidence of a Congressional intent to authorize a private cause of action for the recovery of response costs for the removal of asbestos from a building. In the absence of clear evidence of Congress' intent to create a private cause of action, we decline to imply one.

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FN19. See *First United Methodist Church*, 882 F.2d at 868-69 & n. 9, concluding that section 104(a)(3)(B) is a substantive limitation on the breadth of CERCLA itself. Given the fact that CERCLA provides that response costs are not recoverable unless they are “consistent with the national contingency plan,” 42 U.S.C. § 9607(a)(4)(B), and the national contingency plan provides that a response action will be consistent if the person taking it acts in circumstances warranting removal consistent with § 300.65, which governs federal removal actions, 40 C.F.R. § 300.71(a)(2), it may be argued that there is some relationship between private party and government removal actions.

The United States, appearing as Amicus Curiae, urges us to take the opposite view, and conclude that section 104(a) limits only the federal government's ability to respond.

Even though as a general matter, “[t]he interpretation of an agency charged with the administration of a statute is entitled to substantial deference, if it is a sensible reading of the statutory language, ... and if it is not inconsistent with the legislative history,” *Lawrence Co. v. Lead-Deadwood School Dist.*, 469 U.S. 256, 262, 105 S.Ct. 695, 83 L.Ed.2d 635 (1985), we feel no such obligation in this case. As counsel for Amicus conceded during argument, the EPA has not formulated an official interpretation of section 107(a)(2)(B) as it applies to the removal of asbestos from the structure of a commercial building. The litigation arguments of the United States in its amicus brief, which lists an EPA lawyer as “of counsel,” are not an “agency interpretation” of CERCLA such as to invoke the customary rule of deference.

In any event we believe it is unnecessary for us to decide whether section 104(a)(3)(B) is a limitation on private parties as well as the government. We simply consider it along with all other relevant legislative history.

To recognize a private cause of action under Section 107(a)(2) for the voluntary removal of asbestos from a commercial building would have substantial and far-reaching legal, financial, and practical consequences. As the Fourth Circuit has observed:

[t]o extend CERCLA's strict liability scheme to all past and present owners of buildings containing asbestos as well as to all persons who manufactured, transported, and installed asbestos products into buildings, would be to shift literally billions of dollars of removal cost liability based on nothing more than an improvident interpretation of a statute that Congress never intended to apply in this context. Certainly, if Congress had intended for CERCLA to address the monumental asbestos problem, it would have said so more directly when it passed [the 1986 “Superfund” amendments to CERCLA].

First United Methodist Church, 882 F.2d at 869 (citation and footnote omitted). *Accord Retirement Community Developers v. Merine*, 713 F.Supp. 153, 158 (D.Md.1989).

AFFIRMED.

PREGERSON, Circuit Judge, dissenting:

I dissent. The majority's opinion is based on a numbing, highly technical analysis of CERCLA definitions and provisions. “CERCLA is essentially a remedial statute designed by Congress to protect and preserve public health and the environment.” *Dedham Water Co. v. Cumberland Farms Dairy, Inc.*, 805 F.2d 1074, 1081 (1st Cir.1986). Congress enacted CERCLA “to provide a comprehensive response to the problem of hazardous substance release.” *Wickland Oil Terminals v. Asarco, Inc.*, 792

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F.2d 887, 890 (9th Cir.1986). The purposes underlying this remedial statute should not be frustrated by the narrow interpretations inflicted on it by the majority opinion.

CERCLA provides several complementary mechanisms to effectuate hazardous substance removal.^{FN1} The legislation also addresses the problems of compensation and liability in the wake of a release or threatened release of a hazardous substance.^{FN2} Private cost recovery actions for clean up costs are a central part of CERCLA.^{FN3} The availability and independence of these causes of action are now clearly recognized by the courts. *See id.* at 892 (“private enforcement actions under section 107(a) ... [are] independent of governmental actions financed by Superfund”).

FN1. The federal government may conduct its own removal of hazardous substances or remedial actions necessary for such removal by using money from the Superfund. 42 U.S.C. § 9604. In certain instances the federal government may compel the parties responsible for the release of hazardous substances to clean up the site where the hazardous substances are found. 42 U.S.C. § 9606.

FN2. Either the federal government or a private party may recover the costs of response action from parties determined to be liable under section 107 of the Act. 42 U.S.C. § 9607.

FN3. “[T]he liability provisions of section 107 are an essential part of the structure established by CERCLA because the resources of the Fund alone are simply insufficient to provide an adequate remedy to the national problem of hazardous waste disposal.” *Dedham Water Co. v. Cumberland Farms Dairy, Inc.*, 805 F.2d 1074, 1082 (1st Cir.1986).

Section 107(a)(2) remedies apply only to a nar-

row private class of property owners who may be held responsible for the effects of a hazardous substance they caused to be placed on their property and failed to remove when they later sold the property. As argued by the United States in its amicus brief, the government has an interest in encouraging private parties to respond to releases of hazardous substances, because*1366 private cleanups conserve the resources of EPA and the Superfund, and enhance EPA's effort to deal with the massive problem of improper disposal of hazardous substances.^{FN4}

FN4. “Asbestos is a known human carcinogen that causes lung cancer, mesothelioma (a cancer of the chest and abdominal lining) and is also linked to other cancers. It has been estimated that 3,300 to 12,000 cancer cases a year occur in the United States as a result of past exposure to asbestos; almost all of these cancer cases are fatal. In addition, asbestos causes asbestosis (a serious lung disorder). About 65,000 persons in the United States are estimated to be suffering from asbestosis today.” 51 Fed.Reg. 3738 (1986) (introduction to proposed rule on ban of asbestos products).

Because of the health risks presented by the release of asbestos fibers into the environment, the EPA has for the first time used its authority under section 6 of the Toxic Substances Control Act to place a *comprehensive ban* on a dangerous substance. *See* 20 Env't Rep. (BNA) 534 (July 14, 1989) (reporting EPA Administrator William K. Reilly's remarks at a press conference announcing the ban) (emphasis added). Determining that “piecemeal control of the risks [presented by airborne asbestos fibers] is not satisfactory; only elimination of asbestos to the extent feasible will produce acceptable reduction of risks,” 51 Fed.Reg. 3738, the EPA has issued a

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rule which will prohibit the manufacture and distribution of asbestos in this country for 94% of present asbestos product uses by 1996. 20 Env't Rep. (BNA) 534 (July 14, 1989); see 40 C.F.R. Part 763.

I cannot agree that Congress "effectively precluded private party response actions through its 'disposal' requirement." Majority opinion at 12527.
FN5 The "disposal" requirement does *not* clearly show that Congress intended to preclude private party liability for installing the hazardous substance-asbestos-within private structures. Interpretation of the term "disposal" to include installation of asbestos insulation and fire retardants in private buildings lies at the heart of the issue of potential liability under 107(a)(2). Depending on the facts, the installation of asbestos in private structures could fall within the definition of "disposal" and thus result in potential liability under section 107(a)(2) for clean up cost recovery. Because the district court never addressed this issue, we should remand the matter with directions to determine whether the facts of this case satisfy the "disposal" requirement.

FN5. The majority bases its analysis on the questionable proposition that "disposal" refers only to the placement of "hazardous wastes," not of "hazardous substances." This proposition fails to take into account the very language of the statute which refers repeatedly to the "disposal of hazardous substances." See §§ 107(a)(2), (a)(3) and (a)(4). The specific reference in the section to hazardous substances overrides the borrowed Solid Waste Disposal Act's limited definition of disposal. See Hartigan, *Asbestos Abatement Cost Recovery Under the Comprehensive Environmental Response, Compensation, and Liability Act*, 14 Harv.Env't.L.Rev. 253, 258-60 (1990) (contending that recovery of costs for removal of asbestos from buildings properly fits within the plain language

and congressional intent of CERCLA). Case law also tends to use the terms "hazardous waste" and "hazardous substance" interchangeably when referring to CERCLA requirements. See *New York v. General Elec. Co.*, 592 F.Supp. 291, 296 (N.D.N.Y.1984) ("[I]t appears that Congress sought to deal with every conceivable area where *hazardous substances* come to be located..." (emphasis added)); *Dedham Water Co. v. Cumberland Farms Dairy, Inc.*, 805 F.2d 1074, 1081 (1st Cir.1986) ("[A liberal] reading of the statute serves ... congressional purposes by preserving the limited resources of the Fund and by ensuring that liability will be apportioned among parties responsible for the release of *hazardous substances* whenever possible.") (emphasis added); *Cadillac Fairview/California v. Dow Chemical Co.*, 840 F.2d 691, 693 (9th Cir.1988) ("Section 107(a)(2)(B) expressly creates a private claim against any person who owned or operated a facility at the time hazardous substances were disposed of at the facility for recovery of necessary costs of responding to the *hazardous substances* incurred consistent with the national recovery plan.") (emphasis added).

The widespread use of asbestos in private building structures presents an extensive problem for which there is no common law remedy.
FN6 Precisely because of the *1367 widespread nature of the problem, government Superfund resources are not sufficient to deal with these clean-up costs. Thus, without recognition of a statutory remedy of a private cause of action under section 107(a)(2), there will be no effective remedy for the damage and injury caused by the existence of asbestos in private structures.

FN6. Recovery for damages caused by asbestos in the private sector is uncertain. Where exposure to friable asbestos has

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caused *personal* injury, individual parties have been able to sue asbestos manufacturers under traditional tort theories. *See, e.g., Beshada v. Johns-Manville Prods. Corp.* 90 N.J. 191, 447 A.2d 539 (1982); *Borel v. Fibreboard Paper Prods. Corp.*, 493 F.2d 1076 (5th Cir.1973), *cert. denied*, 419 U.S. 869, 95 S.Ct. 127, 42 L.Ed.2d 107 (1974). But tort litigation for *property* damages and economic loss due to asbestos installations is more problematic. Generally speaking, the problem of "rooting out the asbestos that is now an unwelcome resident in thousands of structures throughout the United States," W. Rogers, *Environmental Law: Pesticides and Toxic Substances* § 6.8, at 460 (1988), does not fall within the classic tort parameters of culpable party and innocent victim.

Underlying the majority's refusal to recognize section 107(a)(2) private actions in the context of asbestos removal from private structures is the argument that there is no case law to support the action. Given that this is an issue of first impression in the circuits, and one not at all settled among the district courts, this argument carries little water. If recent cases are any example, neither the courts nor the litigants are clear about how to proceed when private structure asbestos clean up issues arise under CERCLA. Some of the cases are brought under common law tort and property theories, using CERCLA language as a guide to liability. *See, e.g., First United Methodist Church v. United States Gypsum Co.*, 882 F.2d 862 (4th Cir.1989), *cert. denied*, 493 U.S. 1070, 110 S.Ct. 1113, 107 L.Ed.2d 1020 (1990); *Elec. Power Bd. v. Westinghouse Elec. Corp.*, 716 F.Supp. 1069 (E.D.Tenn.1988). Others merely announce a CERCLA private cause of action as one of several claims against a potentially liable defendant. *See, e.g., Mercer Univ. v. Nat'l Gypsum Co.*, 258 Ga. 365, 368 S.E.2d 732 (1988).

Finally, the majority's concern that a finding of private liability under section 107(a)(2) would

cause far-reaching financial and practical problems is misplaced. The extensive use of asbestos materials in commercial properties has already had a "profound, continuing economic impact on the real estate industry." 19 Env't Rep. (BNA) 1154 (Oct. 7, 1988) (remarks of H.L. Van Varick, executive vice president of the American Savings Bank of New York City to Senate Environment and Public Works Subcommittee on Hazardous Wastes and Toxic Substances). "Asbestos is a deal killer." 19 Env't Rep. (BNA) 1664 (Dec. 16, 1988) (remarks of Robert Andre of the Seattle law firm of Ogden, Ogden, Murphy & Wallace). Recognition of an effective, statutory remedy for dealing with asbestos clean-up costs in private structures could at least give the parties to a real estate transaction a tool for apportioning clean up responsibilities.

I believe section 107(a)(2) creates a private cause of action in certain situations for the recovery of clean up costs of asbestos installed in the structure of private buildings. The issue whether 3550 Stevens Creek Associates has satisfied the requirements of the section and can prevail in the private action should be remanded to the district court.

C.A.9 (Cal.),1990.

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(Cite as: 27 Cal.App.3d 386)



JIM ARNOLD et al., Plaintiffs and Appellants,
v.
GEORGE E. BROWNE et al., Defendants and Ap-
pellants. (Consolidated Appeals.)

Civ. No. 29712.

Court of Appeal, First District, Division 2, Califor-
nia.

August 23, 1972.

SUMMARY

The shareholders of a corporation entered into an agreement to sell all of the corporate stock to a partnership. Among other things the agreement provided that it could be assigned by the partnership to a corporation and that the managing partner who executed it on behalf of the partnership would thereafter be free from personal liability. The contract was so assigned and the corporation thereafter became unable to pay the amounts due thereon. Plaintiffs sued the corporation and its individual stockholders, who had formerly comprised the partnership that entered into the contract. The corporation stipulated to liability at the outset of trial and the trial court concluded that the facts did not justify disregarding the corporate entity and holding the individual defendants liable on grounds of *alter ego*. The court denied the individual defendants' claim for attorney's fees under Civ. Code, § 1717, making an attorney fee clause of a contract applicable to the prevailing party whether or not he is the party specified in the clause. Judgment was entered accordingly. (Superior Court of Santa Clara County, No. P16235, George H. Barnett, Judge.)

On appeal by plaintiffs and certain of the individual defendants, the Court of Appeal affirmed the judgment of the trial court. It held that there was substantial evidence supporting the trial court's refusal to pierce the corporate veil and hold the individual defendants liable. The court noted, among other matters, that the transfer of the contract to the

corporation was part of a standard promoters agreement, the intent and the consequences of which were known and understood by all of the parties, who were all represented by legal counsel. In denying attorneys' fees to defendants, the court pointed out that the clause relied on was contained in a promissory note executed by the corporation only, and that the statute specifically referred to parties to the contract. (Opinion by Taylor, P. J., with Kane and Rouse, JJ., concurring.)

HEADNOTES

Classified to California Digest of Official Reports (1a, 1b, 1c) Corporations § 8(5)--Disregard of Corporate Entity-- Evidence--Sufficiency.

In an action on contract against a corporation and its shareholders, there was substantial evidence supporting the trial court's conclusion that the facts did not justify disregarding the corporate entity and holding the individual defendants liable on grounds of *alter ego*, where the contract providing for plaintiffs' sale of their stock in a corporation gave the individual defendant who executed it on behalf of a partnership composed of the individual defendants the right to assign it to the corporate defendant and be relieved from personal liability, where an assignment had been executed in accordance with such provision, where the transfer to the corporation was part of a standard promoters agreement, the intent and consequences of which were known and understood by all of the parties, who were all represented by legal counsel, where there was no commingling or confusion between the assets of the individual defendants and the corporation, and where alleged acts of misconduct by the individual defendants were not supported by the record. While there were facts upon which the trial court might have decided to pierce the corporate veil, it could not be said upon all of the facts that it was required to do so.

[See Cal.Jur.2d, Corporations, § 8; Am.Jur.2d, Corporations, § 14 et seq.]

(2) Appeal § 1242(5)--Consideration of Evidence--

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-Consideration in Light Favorable to Respondent.

On appeal, all conflicts in the evidence must be resolved in favor of the respondent, and all legitimate and reasonable inferences will be indulged in to uphold the findings of the trial court.

(3) Appeal § 1235(2)--Insufficiency of Evidence--Power of Appellate Court.

The power of an appellate court begins and ends with a determination as to whether there is any substantial evidence, contradicted or uncontradicted, which will support the conclusion reached by the trial judge.

(4) Corporations § 5(9)--Disregard of Corporate Entity--Province of Trial Court.

The conditions under which the corporate entity may be disregarded, or the corporation may be regarded as the *alter ego* of the stockholders, necessarily vary according to the circumstances in each case inasmuch as the doctrine is essentially an equitable one and for that reason is particularly within the province of the trial court. Only general rules may be laid down for guidance.

(5a, 5b) Corporations § 5(9)--Disregard of Corporate Entity--Province of Trial Court.

The two requirements that must be found to exist before the corporate entity may be disregarded or the corporation regarded as the *alter ego* of the stockholders are that there be such unity of interest and ownership that the separate personalities of the corporation and the individual no longer exist, and that, if the acts in question are treated as those of the corporation alone, an inequitable result will follow. Determination of the existence of such factors is not a question of law but a question for the trier of fact, and its conclusion will not be disturbed if it be supported by any substantial evidence.

(6) Corporations § 5(1)--Disregard of Corporate Entity.

Before a corporation's acts and obligations can be legally recognized as those of a particular person, and vice versa, it must be made to appear that the corporation is not only influenced and governed

by that person, but that there is such a unity of interest and ownership that the individuality, or separateness, of such person and corporation has ceased, and that the facts are such that an adherence to the fiction of the separate existence of the corporation would, under the particular circumstances, sanction a fraud or promote injustice.

(7) Corporations § 5(3)--Disregard of Corporate Entity--Inadequate Capitalization.

Evidence of inadequate capitalization of a corporation is, at best, merely a factor, albeit an important one, to be considered by the trial court in deciding whether or not to pierce the corporate veil.

(8a, 8b) Damages § 49--Compensatory Damages--Attorneys' Fees.

In an action on a contract against a corporation and its shareholders, the trial court properly held that the individual defendants, who prevailed in the suit, were not entitled to recover attorneys' fees under Civ. Code, § 1717, making an attorney fee clause of a contract applicable to the prevailing party whether or not he is the party specified in the clause, where the individual defendants were not parties to the promissory note containing the attorney fee clause relied on, and where plaintiff prevailed against the corporation, the only defendant that was a "party" to that instrument.

(9) Damages § 49--Compensatory Damages--Attorneys' Fees.

In the absence of an express statute or contractual provision, attorneys' fees are paid by the party employing the attorney.

COUNSEL

William I. Cohen for Plaintiffs and Appellants.

Collins, Hays, Stewart, Berg, Pott & Sanford and Walter V. Hays for Defendants and Appellants.

TAYLOR, P. J.

In these consolidated appeals, plaintiffs, Arnold, Hench and Scheetz, appeal from that por-

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tion of the judgment denying recovery in their action against the individual defendants on grounds of *alter ego*.^{FN1} Arnold, Hench and Scheetz contend that the evidence does not support the trial court's finding of no liability, and that in any event, the individual defendants are not entitled to attorneys' fees. Browne, Bolton, Valentine, Peterson and McCann^{FN2} appeal from that portion of the judgment denying them attorneys' fees. Their contention that Civil Code section 1717 is a procedural statute intended to retroactively award attorneys' fees "to any party in litigation" over a contract, presents a question of first impression.

FN1 The corporate defendant, Inter Helo, stipulated to liability at the outset of the trial.

FN2 Defendant, Ted Haggis, is not a party to the cross-appeal.

The trial court found the facts as follows: In January 1967, Arnold, Hench and Scheetz were the sole shareholders of Survey Copters, Inc., a California corporation. About that time, Browne, Peterson, Bolton, McCann, Valentine and Haggis entered into a general partnership under the name of Inter Helo Company. Browne was the managing partner and was given exclusive control over its business and affairs, including the power to sign contracts and to direct business operations.

On June 5, 1967, Browne, on behalf of the partnership, entered into *390 a written agreement with Arnold, Hench and Scheetz for the purchase of all the common stock of Survey Copters (hereafter the agreement), the pertinent portions of which provided: 1) Arnold, Hench and Scheetz agreed to sell to Browne all shares of Survey Copters for a total purchase price of \$54,038.25, payable in specified installments over approximately one year; 2) Browne had the right to assign the contract to Inter Helo Corporation and "shall have no personal liability under this Agreement after any such assignment"; and 3) Inter Helo Corporation was to deliver to Arnold, Hench and Scheetz a negotiable promis-

sory note, in corporate form, for the unpaid balance of the purchase price, payment to be secured by: 1) a pledge of the stock of Survey Copters, and chattel mortgages and security interests in the U 12 E helicopter and other personal property of Survey Copters owned at the closing. Survey Copters also guaranteed payment of the note. At the time Arnold, Hench and Scheetz transferred the stock of Survey Copters, that corporation had substantial assets and value; its net assets exceeded its liabilities by over \$33,000, of which over \$21,000 was cash.

Prior to the execution of the agreement, Browne, Peterson, Bolton, McCann, Valentine and Haggis made no misrepresentations of fact to Arnold, Hench and Scheetz. Prior to the execution of the agreement for the sale of the stock of Survey Copters, Browne stated to Arnold, Hench and Scheetz that he *expected* Inter Helo Corporation to be capitalized in the amount of \$150,000.

Inter Helo Corporation was incorporated on June 8, 1967. On June 9, 1967, a collateral note in the amount of \$40,500 (the balance due to Arnold, Hench and Scheetz under the agreement) was executed by Browne as president of Inter Helo Corporation. Additional documents were delivered to Arnold, Hench and Scheetz, including a guaranty of payment of the note by Survey Copters; a security agreement from Survey Copters covering all equipment, including a chattel mortgage of the U 12 E helicopter; and a pledge agreement whereby Inter Helo Corporation pledged all of the stock of Survey Copters as security for the performance under the promissory note.

On June 10, 1967, Browne executed an assignment of his agreement with Arnold, Hench and Scheetz to Inter Helo Corporation, which accepted the duties of performance.

On October 23, 1967, Inter Helo Corporation obtained a permit from the California Corporations Commissioner authorizing the issuance of 5,000 shares of \$10 value stock to the individual defendants in exchange for the transfer to the corporation

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of their respective interests in *391 the partnership. On November 14, 1967, pursuant to the permit, the individual defendants transferred, assigned and conveyed to Inter Helo Corporation all of their right, title and interest in and to the partnership in exchange for the issuance to them of 5,000 shares of \$10¶value stock as follows: Browne, 1,715 shares; Peterson, 600 shares; Bolton, 280 shares; McCann, 680 shares; Valentine, 600 shares; and Haggis, 1,125 shares. No other assets were transferred to the corporation in exchange for stock by the individual defendants, or by any other person.

Inter Helo Corporation was not so inadequately capitalized as to justify a finding that the corporation was the *alter ego* of the individual defendants. Specifically, the individual defendants contributed the following assets:

a) Through the partnership, \$13,000 in cash and much more in uncompensated time on necessary promotional work, including: 1) the negotiation of a contract with U.S. Geological Survey; 2) the purchase of an SL-3 helicopter in New Mexico; and 3) the negotiation for the purchase of Survey Copters.

b) A \$25,000 loan from Haggis, personally guaranteed by the individual defendants, less than \$4,000 of which was repaid by Inter Helo Corporation.

c) A \$55,000 loan on the SL-3 helicopter, personally guaranteed by Bolton.

The corporate affairs of Inter Helo Corporation were conducted in accordance with normal corporate practice. None of the individual defendants converted any assets of the corporation to their personal use and benefit, commingled personal and corporate funds, or committed any other acts of fraud or bad faith.

Subsequent to the incorporation of Inter Helo Corporation, the individual defendants entered into a written partnership agreement for Inter Helo

Company, wherein they agreed that the value of the partnership was \$50,000. Subsequently, the individual defendants, as officers and directors of Inter Helo Corporation, adopted a resolution finding that the fair value to the corporation of the partnership, Inter Helo Company, was \$50,000 and agreed to issue to themselves as partners 5,000 shares of \$10¶value stock of Inter Helo Corporation, in exchange for their interests in the partnership.

Shortly after its incorporation, Peterson advised the board of directors of Inter Helo Corporation that at least \$115,500 in cash would be required from capitalization to meet its operating costs and obligations, *392 including those to Arnold, Hench and Scheetz under the promissory note, for the period from June through December 1967, if the operation was to be expanded as planned.

After the transfer of stock of Survey Copters, the individual defendants made themselves directors and officers and as such, executed the guaranty, the security agreement, and other documents to secure to Arnold, Hench and Scheetz the payment by Survey Copters of the monies due and owing by Inter Helo Corporation. The individual defendants, as officers and directors of Inter Helo Corporation also executed the pledge agreement, whereby the stock of Survey Copters was pledged to secure the performance by Inter Helo Corporation of the payments under the promissory note.

Survey Copters defaulted on its guaranty and failed to make any payments thereunder after due notice and demand. Inter Helo Corporation likewise defaulted on the payments of its obligations. As of April 7, 1970, the balance owing was \$15,393.21, plus \$1,238.55 accrued interest. In addition, Arnold, Hench and Scheetz incurred a reasonable attorneys' fee of \$7,000 and reimbursable expenses of \$3,923.18, as well as out-of-pocket expenses in the following amounts: Arnold, \$303.92; Scheetz, \$298.88, and Hench, \$218.78 for transportation expenses. Inter Helo Corporation and Survey Copters are unable to pay plaintiffs the monies due and owing to them. Survey Copters has no assets.

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Shortly after incorporation and transfer of the stock of Survey Copters, Inter Helo Corporation assumed and paid the promotional expenses of Browne incurred by him on behalf of the corporation, as well as those of Inter Helo Company, the partnership. Inter Helo Corporation also repaid to the individual defendants loans it had made from them at a time just prior to and after default by Inter Helo Corporation. Inter Helo Corporation also assumed and became primarily liable to the Bank of Montreal on defendant Haggis' personal obligation, which was personally guaranteed by Valentine, Peterson and Browne. Inter Helo Corporation stipulated to liability at the outset of the trial. The individual defendants incurred reasonable attorneys' fees in the sum of \$7,000 in defense of the action.

The court concluded that: 1) Arnold, Hench and Scheetz were entitled to judgment against Inter Helo Corporation; 2) the facts *do not* justify disregarding the corporate entity of Inter Helo Corporation and holding the individual defendants liable on grounds of *alter ego*; 3) defendants have not presented facts entitling them to relief on their counterclaim without prejudice to the assertion of any rights they may have under the agreement should facts and circumstances arise entitling them to relief in the future; *393 4) the individual defendants are not entitled to attorneys' fees. The court entered its judgment accordingly.

I. The Arnold, Hench and Scheetz Appeal from the Portion of the Judgment Denying Liability on Grounds of Alter Ego.

(1a) As indicated above, the major contention on this appeal is the sufficiency of the evidence to support the findings and judgment.

(2) There is substantial evidence contained in the record to uphold the findings of the trial court under the time-honored rule that on appeal, all conflicts in the evidence must be resolved in favor of the respondent, and that all legitimate and reasonable inferences will be indulged in to uphold the findings of the trial court. (3) It is an elementary principle of law that the power of the appellate

court begins and ends with a determination as to whether there is any substantial evidence, contradicted or uncontradicted, which will support the conclusion reached by the trial judge^{FN3} (*Thayer v. Pacific Elec. Ry. Co.*, 55 Cal.2d 430, 438 [11 Cal.Rptr. 560, 360 P.2d 56]; *Crawford v. Southern Pacific Co.*, 3 Cal.2d 427, 429 [45 P.2d 183]; *Wade v. Campbell*, 200 Cal.App.2d 54, 63 [19 Cal.Rptr. 173, 92 A.L.R.2d 966]). (1b) Arnold, Hench and Scheetz acknowledge that any conflicts in the evidence must be resolved in favor of respondents and therefore state that they set forth only the undisputed testimony that they feel is sufficient to compel reversal of the judgment. What this contention overlooks is that this "undisputed testimony" may not be considered to the utter disregard of disputed testimony which favors Browne, Bolton, Valentine, Peterson, McCann and Haggis. The Arnold, Hench and Scheetz statement of facts presents a case upon which a trial court *might* decide to pierce the corporate veil, but looking to all of the facts, which we have narrated above, it is another matter to say that under these facts the corporate veil must be pierced.

FN3 In this connection, we do not consider it proper for us to accede to the request of Arnold, Hench and Scheetz that we take judicial notice of the subsequent Inter Helo bankruptcy proceedings that were not before the trial court and not presented to us in certified form (Evid. Code, § 459; *Terzian v. California Cas. Indem. Exch.*, 3 Cal.App.3d 90, 98 [83 Cal.Rptr. 255]).

(4) It is a fundamental rule that "[t]he conditions under which the corporate entity may be disregarded, or the corporation be regarded as the *alter ego* of the stockholders, necessarily vary according to the circumstances in each case inasmuch as the doctrine is essentially an equitable one and for that reason is particularly within the province of the trial court. Only general rules may be laid down for guidance" (*394 *Stark v. Coker*, 20 Cal.2d 839, 846 [129 P.2d 390]; *H. A. S. Loan Service, Inc. v.*

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McColgan, 21 Cal.2d 518, 523 [133 P.2d 391, 145 A.L.R. 349]; *Automotriz etc. De California v. Resnick*, 47 Cal.2d 792, 796 [306 P.2d 1, 63 A.L.R.2d 1042]). (5a) The two basic requirements are: 1) that there be such unity of interest and ownership that the separate personalities of the corporation and the individual no longer exist; and 2) that, if the acts are treated as those of the corporation alone, an inequitable result will follow (*Automotriz etc. De California v. Resnick*, *supra*, p. 796; *Stark v. Coker*, *supra*, p. 846; *Watson v. Commonwealth Ins. Co.*, 8 Cal.2d 61, 68 [63 P.2d 295]; *Minifie v. Rowley*, 187 Cal. 481, 487 [202 P. 673]). With respect to the second requirement, it is sufficient that it appear that recognition of the acts as those of a corporation only will produce inequitable results (*Stark v. Coker*, *supra*, p. 846; *Watson v. Commonwealth*, *supra*, p. 68). (6) The general rule is thus stated as follows: "Before a corporation's acts and obligations can be legally recognized as those of a particular person, and vice versa, it must be made to appear that the corporation is not only influenced and governed by that person, but that there is such a unity of interest and ownership that the individuality, or separateness, of such person and corporation has ceased, and that the facts are such that an adherence to the fiction of the separate existence of the corporation would, under the particular circumstances, sanction a fraud or promote injustice." (*Talbot v. Fresno-Pacific Corp.*, 181 Cal.App.2d 425, 431 [5 Cal.Rptr. 361]; *Temple v. Bodega Bay Fisheries, Inc.*, 180 Cal.App.2d 279, 283 [4 Cal.Rptr. 300]).

(5b) The gist of the cases which have considered the doctrine is that *both* of these requirements must be found to exist before the corporate existence will be disregarded; that such determination is primarily one for the trial court and is not a question of law; and that the conclusion of the trier of fact will not be disturbed if it be supported by substantial evidence (see also *H. A. S. Loan Service, Inc. v. McColgan*, *supra*, p. 524; *Kazutoff v. Wahlstrom*, 196 Cal.App.2d 65, 69 [16 Cal.Rptr. 207]; *Talbot v. Fresno-Pacific Corp.*, *supra*, p. 432;

Carlesimo v. Schwebel, 87 Cal.App.2d 482, 491 [197 P.2d 167]; *Erkenbrecher v. Grant*, 187 Cal. 7 [200 P. 641]; *Associated Vendors, Inc. v. Oakland Meat Co.*, 210 Cal.App.2d 825, 836-838 [26 Cal.Rptr. 806]).

Among the possible factors pertinent to the trial court's determination are: commingling of funds and other assets, failure to segregate funds of the separate entities, and the unauthorized diversion of corporate funds or assets to other than corporate uses; the treatment by an individual of the assets of the corporation as his own; the failure to obtain authority to issue or subscribe to stock; the holding out by an individual that he is personally *395 liable for the debts of the corporation; the failure to maintain minutes or adequate corporate records and the confusion of the records of the separate entities; the identical equitable ownership in the two entities; the identification of the equitable owners thereof with the domination and control of the two entities; identification of the directors and officers of the two entities in the responsible supervision and management; the failure to adequately capitalize a corporation; the absence of corporate assets, and undercapitalization; the use of a corporation as a mere shell, instrumentality or conduit for a single venture or the business of an individual or another corporation; the concealment and misrepresentation of the identity of the responsible ownership, management and financial interest or concealment of personal business activities; the disregard of legal formalities and the failure to maintain arm's length relationships among related entities; the use of the corporate entity to procure labor, services or merchandise for another person or entity; the diversion of assets from a corporation by or to a stockholder or other person or entity, to the detriment of creditors, or the manipulation of assets and liabilities between entities so as to concentrate the assets in one and the liabilities in another; the contracting with another with intent to avoid performance by use of a corporation as a subterfuge of illegal transactions; and the formation and use of a corporation to transfer to it the existing liability of another per-

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son or entity. (*Associated Vendors, Inc. v. Oakland Meat Co.*, *supra*, pp. 838-840).

(1c) In the instant case, the presence or absence of any of these factors, as well as the consideration of any other circumstances which would have warranted the trier of fact to disregard the corporate entity, were within the province of the trial court. There was ample evidence to support the inferences drawn by the lower court that there was not such a unity of interest between the Inter Helo Corporation and the individual defendants as to destroy the individuality of the corporation. Inter Helo Corporation was formed for the purpose of transferring to it the existing assets and liabilities of the Inter Helo partnership. The transfer was part of a standard promoters agreement, the intent and consequences of which were known and understood by all of the parties, who were all represented by legal counsel (*Shell Oil Co. v. Hanchett*, 18 Cal.App.2d 240 [63 P.2d 338]).

Arnold, Hench and Scheetz urge that the individual defendants assigned their obligations to a dummy corporation that they represented would be adequately capitalized. The court, however, found that there were no misrepresentations or acts of bad faith or fraud by the individual defendants. The court merely found that Browne indicated he "expected" that Inter Helo Corporation would be eventually capitalized in the amount of \$150,000. Furthermore, Arnold, Hench and Scheetz knew most of the *396 individual defendants and knew that Inter Helo Corporation was being formed to conduct the same kind of business as Survey Copters. The intent, therefore, to run Survey Copters and Inter Helo Corporation as a single business was obviously understood and contemplated by all parties from the beginning. In any event, the intermingling of the two corporations has no relevance to the liability of the individual defendants. There was no commingling or confusion between the assets of the individual defendants and either corporation. Both corporations were clearly liable to Arnold, Hench and Scheetz under the

agreement, and it was obvious that the payment of the sums due under the agreement depended on the successful operation of a single business enterprise - the conduct of aerial surveying and measuring for maps for the U.S. Geological Survey, through the use of helicopters and special sighting devices, and of providing helicopter service to the public.

Other acts of alleged misconduct include Inter Helo Corporation's assumption of the Haggis loan and payments and the temporary loans made to the corporation by Bolton and Peterson in January and February 1968. The uncontroverted evidence indicates that the \$25,000 that Haggis borrowed from the Bank of Montreal was turned over to Inter Helo Corporation to provide the initial capital. The fact that this loan was personally guaranteed by the other individual defendants can reasonably be viewed as an additional contribution of capital from each of them. The short term loans were clearly and accurately reflected in the minutes and represented legitimate attempts to keep the corporation going.

Arnold, Hench and Scheetz further contend that Inter Helo Corporation was undercapitalized. They have, however, cited no cases in which an appellate court has held that a business was undercapitalized when the trial court made a contrary finding. In almost every instance where the trial court has found inadequate capitalization, there are other factors present (see cases above cited with reference to capitalization). Evidence of inadequate capitalization is, at best, merely a factor to be considered by the trial court in deciding whether or not to pierce the corporate veil (*Harris v. Curtis*, 8 Cal.App.3d 837, 841 [87 Cal.Rptr. 614]). To be sure, it is an important factor, but no case has been cited, nor have any been found, where it has been held that this factor alone *requires* invoking the equitable doctrine prayed for in the instant case. In *Carlesimo v. Schwebel*, *supra*, page 482, a total capitalization of \$1,221.82 was held not to be insufficient, as a matter of law, to operate a business engaged in the buying and selling of groceries.

In the instant case, the trial court found that

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“Inter Helo Corporation *397 was not so inadequately capitalized as to justify a finding that the corporation was the alter ego of the individual defendants.” The court found that through the partnership, Inter Helo Corporation acquired \$13,000 in cash and more in uncompensated time on necessary promotional activities. In addition, there was the \$25,000 loan from Haggis and the \$55,000 loan on the SL-helicopter, personally guaranteed by Bolton. As stated in *Harris v. Curtis, supra*, at page 841: “There is no question that the corporation was underfinanced, a condition not uncommon among new small businesses, including small corporations privately financed. It is common knowledge that many such corporations have been highly successful, that others have prospered but without legendary success, and that still others have failed in part, at least, because of inadequate capital. Such is the story of our American enterprise system.”

Arnold, Hench and Scheetz' assertion of “inequitable result” is predicated upon the argument that the individual defendants intentionally created a corporation without sufficient assets to meet daily business requirements. The thrust of this argument is the claim of undercapitalization and the contention that a creditor will remain unsatisfied if the corporate veil is not pierced. As we have pointed out above, the prerequisite of “inequitable result” must coexist with the other requirement of unity of interest and ownership, which the trial court has found not to exist in this case. Moreover, as we have also indicated, the trial court was justified in its finding of adequate capitalization. Certainly, it is not sufficient to merely show that a creditor will remain unsatisfied if the corporate veil is not pierced, and thus set up such an unhappy circumstance as proof of an “inequitable result.” In almost every instance where a plaintiff has attempted to invoke the doctrine, he is an unsatisfied creditor. The purpose of the doctrine is not to protect every unsatisfied creditor, but rather, to afford him protection, where some conduct amounting to bad faith makes it inequitable, under the applicable rule above cited, for the equitable owner of a corpora-

tion to hide behind its corporate veil.

II. The Appeal by Browne, Bolton, Valentine, Peterson and McCann from the Portion of the Judgment Denying Attorneys' Fees.

(8a) Civil Code section 1717 provides: “In any action on a contract, where such contract specifically provides that attorney's fees and costs, which are incurred to enforce the provisions of such contract, shall be awarded to one of the parties, the prevailing party, whether he is the party specified in the contract or not, shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements. *398

“Attorney's fees provided for by this section shall not be subject to waiver by the parties to any contract which is entered into after the effective date of this section. Any provision in any such contract which provides for a waiver of attorney's fees is void.

“As used in this section 'prevailing party' means the party in whose favor final judgment is rendered.”

As the agreement for the transfer of the stock of Survey Copters contains no provision for attorneys' fees, the individual defendants on their appeal rely on the attorneys' fees provision of the promissory note from Inter Helo Corporation to Arnold, Hench, Scheetz and Browne. The individual defendants contend on their appeal that the “prevailing party” mentioned in the first paragraph of the statute necessarily refers to any party prevailing in litigation over the contract.

(9) The general rule in this state has long been that unless there is an express statute or contractual provision, attorneys' fees are paid by the party employing the attorney (*Genis v. Krasne*, 47 Cal.2d 241 [302 P.2d 289]; *Heidt v. Miller Heating & Air Conditioning Co.*, 271 Cal.App.2d 135 [74 Cal.Rptr. 695]; *Carroll v. Hanover Insurance Co.*, 266 Cal.App.2d 47 [71 Cal.Rptr. 868]).

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As the individual defendants point out, Civil Code section 1717 was enacted in 1968 to establish mutuality of remedy in situations where the contract contains a provision making the recovery of attorneys' fees available for only one party (*Heidt v. Miller Heating & Air Conditioning Co.*, *supra*, p. 137; Review of Selected 1968 Code Legislation (Cont. Ed. Bar) pp. 35-36).

(8b) The argument of the individual defendants, however, overlooks the language of the statute that specifically refers to "one of the parties" to the contract. Here, Browne signed the promissory note as president of Inter Helo Corporation; it was stipulated at the outset of trial that the corporation was in default under the note and that Arnold, Hench and Scheetz were entitled to judgment against the corporation, including attorneys' fees, in accord with the provision of the promissory note. Thus, the individual defendants are not parties to any contract containing a provision for attorneys' fees and Arnold, Hench and Scheetz are the "prevailing parties" under the contract within the meaning of the statute (cf. *Arthur B. Siri, Inc. v. Bridges*, 189 Cal.App.2d 599, 603 [11 Cal.Rptr. 322]; *Wiener v. Van Winkle*, 273 Cal.App.2d 774 [78 Cal.Rptr. 761], wherein the court noted at page 788: "The purpose of upholding an attorney's fees provision in a promissory note is to allow a plaintiff to recover the full amount due him without such amount being diminished by attorney's fees.") *399

We conclude that the trial court properly held that the individual defendants were not entitled to attorneys' fees, as they were not "parties" to the contract. We note that the rule under Civil Code section 1717 appears to be that a *party to the contract* is entitled to attorneys' fees even though the contract was executed and the action filed before the enactment of the statute (*System Inv. Corp. v. Union Bank*, 21 Cal.App.3d 137, 161-165 [98 Cal.Rptr. 735], following *Coast Bank v. Holmes*, 19 Cal.App.3d 581, 593-597 [97 Cal.Rptr. 30], hg. den. Oct. 21, 1971, but noting contrary dictum in *Malibou Lake Mountain Club, Ltd. v. Smith*, 18

Cal.App.3d 31, 35 [95 Cal.Rptr. 553], hg. den. Aug. 13, 1971).

The portions of the judgment appealed from are affirmed. Each party to bear own costs.

Kane, J., and Rouse, J., concurred.

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END OF DOCUMENT

AMENDED IN SENATE JUNE 19, 1980
AMENDED IN ASSEMBLY MAY 19, 1980
AMENDED IN ASSEMBLY APRIL 15, 1980

CALIFORNIA LEGISLATURE—1979-80 REGULAR SESSION

ASSEMBLY BILL

No. 2700

Introduced by ~~Assemblyman McCarthy~~ *Assemblymen
McCarthy and Tanner*

March 3, 1980

REFERRED TO COMMITTEE ON HEALTH

An act to amend Section 25187 of, and to add Section 25187.5 to, the Health and Safety Code, and to amend Section 13304 of, and to add Section 13362 to, the Water Code, relating to waste, and making an appropriation therefor.

LEGISLATIVE COUNSEL'S DIGEST

AB 2700, as amended, McCarthy (Health). Hazardous waste control and cleanup.

(1) Existing law authorizes the State Director of Health Services to *issue an order of compliance by specifying a schedule for compliance or correction* for a violation of certain hazardous waste control law provisions.

This bill would specify that such order may be issued to a person who has violated as well as one who is violating such provisions. The bill provides that the contents of such order may include remedial action. The bill would also specify that persons subject to the order include *present or prior owners, lessees, or operators of the property where the hazardous waste is located* and producers, transporters, or disposers of



the hazardous waste ~~or prior owners of the property where the hazardous waste is located, who have caused, in whole or in part, the violation or condition which is the subject of the order.~~ The bill would authorize the State Department of Health Services to take, or contract without approval from the Department of General Services for, corrective action and to pay for such corrective action from available moneys in the Hazardous Waste Control Account in the General Fund, limited to \$100,000 in a 12-month period. The bill would also authorize the department to recover the costs and specified administrative costs in addition to other fees and penalties from any person ~~who caused, in whole or in part, whose violation resulted in the health or environmental danger.~~ *The bill would not impose new liability under the provisions of the bill for acts prior to January 1, 1981, for those acts not in violation of existing law or regulations at the time they occurred.*

Funds in the Hazardous Waste Control Account in the General Fund are continuously appropriated to the department for specified purposes, to which purposes would be added the expenditure for corrective action, and, therefore, the bill would make an appropriation.

(2) Existing law authorizes a regional water quality control board to specify conditions or areas where the discharge of waste, or certain types of waste, will not be permitted. Existing law also authorizes a regional water quality control board to order cleanup of waste which creates or threatens to create a condition of pollution or nuisance, as specified, or to expend available moneys to take remedial action and recover reasonable costs actually incurred in such remedial action.

This bill would, additionally, authorize a regional water quality control board to order cleanup or remedial action for ~~past or threatened future~~ discharge or deposit of waste, as specified. The bill would authorize the regional board to expend available moneys to remedy such conditions, as specified, and to recover all reasonable costs incurred from any person who caused or threatened ~~or proposed~~ the discharge of waste, as specified. *The bill would not impose new liability under the provisions of the bill for acts prior to January 1, 1981, for those acts not in violation of existing law*

or regulations at the time they occurred.

Vote: $\frac{2}{3}$. Appropriation: yes. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 25187 of the Health and Safety
2 Code is amended to read:

3 25187. Whenever the director determines, after
4 public hearing, that any person has violated or is in
5 violation of any provision of this chapter, or any permit,
6 rule, regulation, standard, or requirement issued or
7 promulgated pursuant to this chapter, the director may
8 issue an order specifying a schedule for compliance or
9 correction. An order issued pursuant to the provisions of
10 this section may include a requirement that such person
11 take corrective action with respect to hazardous waste,
12 including the cleanup of such hazardous waste,
13 abatement of the effects thereof, and any other necessary
14 remedial action. Persons who are subject to an order
15 pursuant to this section, *upon proof of violation*, include,
16 but are not limited to, ~~the producer, transporter, or
17 disposer of hazardous waste, or any prior owner of the
18 property where the hazardous waste is located, who has
19 caused, in whole or in part, the violation or condition
20 which is the subject of the order, and present owners,
21 lessees, or operators of the property where the hazardous
22 waste is located.~~ *to present or prior owners, lessees, or
23 operators of the property where the hazardous waste is
24 located and producers, transporters, or disposers of the
25 hazardous waste.*

26 SEC. 2. Section 25187.5 is added to the Health and
27 Safety Code, to read:

28 25187.5. (a) If corrective action is not taken on or
29 before the date specified in an order issued pursuant to
30 Section 25187, or if in the judgment of the department
31 immediate corrective action is necessary to remedy or
32 prevent an imminent substantial danger to the public
33 health, domestic livestock, wildlife, or the environment,
34 the department may take, or contract for the taking of,



1 such corrective action and recover the cost thereof as
2 provided in subdivision (c).

3 (b) The department may expend up to one hundred
4 thousand dollars (\$100,000) in a 12-month period of
5 available moneys in the Hazardous Waste Control
6 Account in the General Fund to take corrective action
7 pursuant to subdivision (a). Notwithstanding any other
8 provision of law, the department may enter into written
9 contracts for corrective action taken or to be taken
10 pursuant to subdivision (a), and may enter into oral
11 contracts, not to exceed two thousand dollars (\$2,000) in
12 obligation, when in the judgment of the department
13 immediate corrective action is necessary to remedy or
14 prevent an imminent substantial danger to the public
15 health, domestic livestock, wildlife, or the environment.
16 Such contracts, whether written or oral, may include
17 provisions for the rental of tools or equipment, either
18 with or without operators furnished, and for the
19 furnishing of labor and materials necessary to accomplish
20 the work. Any such contract by the department shall be
21 exempt from approval by the Department of General
22 Services pursuant to the provisions of Section 14780 of the
23 Government Code.

24 (c) If corrective action is taken pursuant to subdivision
25 (a), the person or persons who were subject to the order
26 of the department issued pursuant to Section 25187, or
27 any person or persons ~~who caused, in whole or in part,~~
28 *whose violation resulted in* the imminent and substantial
29 danger to health or the environment shall be liable to the
30 department for the reasonable cost actually incurred in
31 taking corrective action. In addition, such person or
32 persons shall be liable to the department for
33 administrative costs in an amount equal to 10 percent of
34 the reasonable cost actually incurred or five hundred
35 dollars (\$500), whichever is greater. The amount of cost
36 determined pursuant to this subdivision shall be
37 recoverable in a civil action by the department, in
38 addition to any other fees or penalties. Persons who may
39 be liable pursuant to this subdivision shall include, but not
40 be limited to, present or prior owners, lessees, or

1 operators of the property where the hazardous waste is
2 located and producers, transporters or disposers of the
3 hazardous waste.

4 (d) Neither the department, nor any person
5 authorized by the department to enter upon any lands for
6 the purpose of taking corrective action pursuant to
7 subdivision (a) is liable to civil or criminal action for
8 trespass for any acts which are necessary to carry out such
9 corrective action.

10 (e) *This section does not impose any new liability*
11 *associated with acts that occurred before January 1, 1981,*
12 *if the acts were not in violation of existing law or*
13 *regulations at the time they occurred.*

14 SEC. 3. Section 13304 of the Water Code is amended
15 to read:

16 13304. (a) Any person who has discharged,
17 ~~discharges, or threatens to discharge or discharges~~ waste
18 into the waters of this state in violation of any waste
19 discharge requirement or other order or prohibition
20 issued by a regional board or the state board, or who has
21 caused or permitted, causes or permits, or threatens ~~or~~
22 ~~has threatened~~ to cause or permit any waste to be
23 discharged or deposited where it is, or probably will be,
24 discharged into the waters of the state and creates, or
25 threatens to create, a condition of pollution or nuisance,
26 shall upon order of the regional board clean up such
27 waste or abate the effects thereof or, in the case of
28 threatened pollution or nuisance, take other necessary
29 remedial action. Upon failure of any person to comply
30 with such cleanup or abatement order, the Attorney
31 General, at the request of the board, shall petition the
32 superior court for that county for the issuance of an
33 injunction requiring such person to comply therewith. In
34 any such suit, the court shall have jurisdiction to grant a
35 prohibitory or mandatory injunction, either preliminary
36 or permanent, as the facts may warrant.

37 (b) The regional board may expend available moneys
38 to perform any cleanup, abatement, or remedial work
39 required under the circumstances set forth in subdivision
40 (a) which in its judgment is required by the magnitude

1 of endeavor or urgency of prompt action needed to
 2 prevent substantial pollution, nuisance, or injury to any
 3 waters of the state. Such action may be taken in default
 4 of, or in addition to, remedial work by the waste
 5 discharger or other persons, and regardless of whether
 6 injunctive relief is being sought. The regional board may
 7 perform the work itself, or by or in cooperation with any
 8 other governmental agency, and may use rented tools or
 9 equipment, either with operators furnished or
 10 unoperated. Notwithstanding any other provisions of law,
 11 the regional board may enter into oral contracts for such
 12 work, and the contracts, whether written or oral, may
 13 include provisions for equipment rental and in addition
 14 the furnishing of labor and materials necessary to
 15 accomplish the work. Such contracts shall be exempt
 16 from approval by the Department of General Services
 17 pursuant to the provisions of Section 14780 of the
 18 Government Code.

19 (c) *If Without regard to whether a cleanup or*
 20 *abatement order has been issued, if such waste is cleaned*
 21 *up, the effects thereof abated, or, in the case of*
 22 *threatened pollution or nuisance, other necessary*
 23 *remedial action is taken by any governmental agency,*
 24 *the person or persons who discharged the waste,*
 25 *discharges the waste, or threatened to cause or permit*
 26 *the discharge of the waste within the meaning of*
 27 *subdivision (a), shall be liable to that governmental*
 28 *agency to the extent of the reasonable costs actually*
 29 *incurred in cleaning up such waste, abating the effects*
 30 *thereof, or taking other remedial action. The amount of*
 31 *such costs shall be recoverable in a civil action by, and*
 32 *paid to, such governmental agency and the state board to*
 33 *the extent of the latter's contribution to the cleanup costs*
 34 *from the State Water Pollution Cleanup and Abatement*
 35 *Account or other available funds.*

36 (d) "Threaten," for purposes of this section, means a
 37 substantial probability.

38 (e) *This section does not impose any new liability for*
 39 *acts occurring before January 1, 1981, if the acts were not*
 40 *in violation of existing laws or regulations at the time they*

1 occurred.
 2 SEC. 4. *Section 13362 is added to the Water Code, to*
 3 *read:*
 4 *13362. Civil damages recovered pursuant to this*
 5 *division are liquidated damages which operate to more*
 6 *fully compensate the people of the State of California for*
 7 *unquantifiable harm to the waters of the state.*
 8 SEC. 5. *The addition of Section 13362 to the Water*
 9 *Code by this act does not constitute a change in, but is*
 10 *declaratory of, the existing law.*



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 (Cite as: 210 Cal.App.2d 825)

C

ASSOCIATED VENDORS, INC., Plaintiff and Appellant,
 v.
 OAKLAND MEAT CO., INC. et al., Defendants and Respondents.

Civ. No. 20302.

District Court of Appeal, First District, Division 1,
 California.
 Dec. 17, 1962.

HEADNOTES

(1a, 1b, 1c) Corporations § 8(5)--Disregard of Corporate Entity-- Evidence.

There was substantial evidence in the record to support the trial court's findings that one corporation was not the *alter ego* of another corporation and the directors, officers, and the owners of its stock, where, among other things, the two corporations were incorporated separately and at different times; each corporation employed separate counsel; the corporation whose entity was sought to be disregarded issued stock pursuant to a permit and in compliance with the formalities required by the Division of Corporations; each corporation kept separate minutes, maintained separate records and bank accounts, had its own employees and a separate payroll, made disbursements through its own checks, and did not commingle its funds with the other corporation's; and one corporation supplied from 30 to 45 per cent of the merchandise sold by the other corporation, the remaining merchandise coming from other suppliers.

(2) Appeal and Error § 1235(2)--Questions of Law and Fact--Power of Court.

The appellate court's power begins and ends with a determination as to whether there is any substantial evidence, contradicted or uncontradicted, which will support the conclusion reached by the trial judge.

See **Cal.Jur.2d**, Appeal and Error, §§ 575, 606; 5

Am.Jur.2d, Appeal and Error, §§ 880, 885.

(3) Appeal and Error § 1242(5)--Questions of Law and Fact--Consideration of Evidence.

On appeal, undisputed testimony may not be considered to the utter disregard of disputed testimony that favors respondent.

(4) Corporations § 5(9)--Disregard of Corporate Entity--Province of Trial Court.

The conditions under which a corporate entity may be disregarded, or a corporation be regarded as the *alter ego* of the stockholders, vary according to the circumstances in each case since the doctrine is essentially an equitable one and for that reason is particularly within the province of the trial court. Only general rules may be laid down for guidance. Disregarding corporate existence, notes, 1 **A.L.R.** 610; 34 **A.L.R.** 597. See also **Cal.Jur.2d**, Corporations, § 8; **Am.Jur.**, Corporations (1st ed §§ 7, 8).

(5) Corporations § 5(1)--Disregard of Corporate Entity.

To justify the disregard of a corporate entity there must be such unity of interest and ownership that the separate personalities of the corporation and the individual no longer exist, and an inequitable result will follow if the corporate acts are treated as those of the corporation alone.

(6) Corporations § 5(4)--Disregard of Corporate Entity--Alter Ego of Individuals.

Before a corporation's acts and obligations can be legally recognized as those of a particular person, and vice versa, it must be made to appear that the corporation is not only influenced and governed by that person, but that there is such a unity of interest and ownership and the individuality or separateness of such person and corporation has ceased, and that the facts are such that an adherence to the fiction of the separate existence of the corporation would, under the particular circumstances, sanction a fraud or promote injustice.

(7) Corporations § 6(3)--Disregard of Corporate Entity--When Power Will Be Exercised.

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Though the rule governing the disregard of a corporate entity does not depend on the presence of actual fraud, it is designed to prevent what would be fraud or injustice, if accomplished; accordingly, bad faith in one form or another is an underlying consideration and will be found in some form or another in those cases where the trial court was justified in disregarding the corporate entity.

(8) Corporations § 5(3)--Disregard of Corporate Entity--Inadequate Capitalization.

Evidence of inadequate capitalization is merely a factor to be considered by the trial court in deciding whether to pierce the corporate veil. But this factor alone does not require that the corporate entity in question be disregarded.

(9) Corporations § 8(5)--Disregard of Corporate Entity--Evidence.

Testimony to the effect that a corporation's operating capital was adequate, that it paid all of its bills for two years except for the money owed to the corporation alleged to be its *alter ego*, that bills were paid promptly, that rent was paid until its premises were vacated, and testimony by the president of the corporation alleged to be the *alter ego* that assurances had been made to him that the capitalization would be adequate was evidence, if believed by the trial court, that would support its finding of adequate capitalization.

(10) Corporations § 8(5)--Disregard of Corporate Entity--Evidence.

To justify the disregard of a corporate entity, it is not sufficient merely to show that a creditor will remain unsatisfied if the corporate veil is not pierced.

(11) Corporations § 6(1)--Disregard of Corporate Entity--When Power Will Be Exercised.

The purpose of the doctrine of disregarding a corporate entity is not to protect every unsatisfied creditor, but rather to afford him protection where some conduct amounting to bad faith makes it inequitable, under established rules, for the corporation's equitable owner to hide behind its corporate

veil.

SUMMARY

APPEAL from a judgment of the Superior Court of Alameda County. Monroe Friedman, Judge. Affirmed.

Action to recover unpaid rental on leased property. Judgment for defendants affirmed.

COUNSEL

Robert C. Burnstein and Sandra J. Shapiro for Plaintiff and Appellant.

Connella, Sherburne & Myers and E. Conrad Connella for Defendants and Respondents.

MOLINARI, J.

Appellant, Associated Vendors, Inc., brought this action against respondents Oakland Meat Co., Inc., (hereinafter referred to as Meat Co.) Oakland Meat & Packing Co., (hereinafter referred to as Packing Co.), and several individuals, to collect unpaid rental on property leased by appellant to respondent Packing Co., and to recover the difference between the rental provided in the lease with Packing Co. and the rental now being paid by a new tenant. Appellant alleged that, upon Packing Co.'s default in payment of rent and vacation of the premises, appellant relet the premises to one Frank H. Black, on Packing Co.'s behalf, at a monthly rental which was less than the rental Packing Co. was obligated to pay under the terms of the lease. Appellant sought to impose liability upon the Meat Co. and the individuals on the theory that Packing Co., the lessee under the lease, was the *alter ego* of the other respondents. Appellant also sought attorney's fees and an injunction against respondents restraining them from selling or otherwise transferring certain obligations incurred by Frank H. Black.

Following a trial on the merits, the court found in favor of appellant as against Packing Co., and in favor of the other defendants to the action. Appellant appeals from the judgment. *828

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The sole issue on appeal is whether the trial court erred in holding that Packing Co. was not the *alter ego* of respondents.

Statement of Facts

The appellant, as lessor, leases market space in the Housewives Market in Oakland. In November 1956, one of the appellant's tenants, Clarence Klieman, went into bankruptcy. The appellant thereupon entered into the negotiations hereinafter set forth for a lease of the premises formerly occupied by Klieman. At the time of said negotiations Meat Co. was an established meat wholesaler. The directors and officers of Meat Co. were Zaharis, Lafayette, White and Frueh. Zaharis was its president and the owner of 26 per cent of its stock. He had been an officer, director and shareholder since it was formed. Lafayette owned 26 per cent of the stock, while White and Frueh owned 24 per cent each. The preliminary negotiations for said lease were held at a meeting in November of 1956.

Allan Schulman, president of the appellant corporation, testified concerning said meeting as follows: that he, in his then capacity as secretary-treasurer of appellant, and Phil Davidson, one of its directors, met with respondents, Zaharis and Lafayette, at the office of Meat Co. to discuss the possible lease to Meat Co. of the meat department premises formerly occupied by Klieman; that Zaharis and Lafayette stated to him that "they" wanted to lease said department in order to recoup certain losses which they had sustained in sales of meat to Klieman; that he (Schulman) stated the rent would be \$3,000 for the first month, and \$1,500 every month thereafter, for a term of eight years; that he further stated that \$4,500 was to be paid in advance, \$1,500 thereof being lease security; and that no mention was made of the name of the person who would appear as lessee on the lease. Davidson's testimony regarding this meeting was substantially the same as Schulman's. He testified that at said meeting there was no mention of a lease to anyone other than Meat Co., and that he was of the opinion, then, that Associated Vendors was dealing

with Meat Co.

Zaharis testified as follows with reference to the said meeting: That it was held on November 20, 1956, in Davidson's office, and not at that of the Meat Co.; that present, besides himself, were Davidson, Klieman, and Arthur Weikert. (Weikert was General Manager of the market.) That there never was any meeting between Schulman, Davidson, Lafayette *829 and himself; that at said meeting he (Zaharis) stated that he was interested in purchasing the fixtures which were being foreclosed, running the retail business, and signing a lease, providing the officers of Meat Co., who were meeting the next day, were interested; that he "was not interested in personal liability" and that he asked Weikert and Davidson if he "could use the name Housewives Meat Company for the new business as a new corporation"; that they said "no, it was too similar to the Housewives Market," and that then he (Zaharis) stated: "If you are interested in me signing a lease it will have to be a separate corporation." Zaharis testified further as to the terms of the proposed lease. (These were the same as those specified above by Schulman.) Lafayette denied being present at any such meeting.

Klieman testified that such a meeting was held, and that present were the same persons mentioned by Zaharis. Klieman testified further that at this meeting Zaharis stated that "he would have to have a new corporation because he wanted no personal liability on himself" or the Meat Co. Weikert denied being present at the meeting and stated that he did not meet Zaharis until 1959.

The evidence discloses that contemporaneously with these negotiations Zaharis had been in contact with a Mr. Stanley Whitney concerning the acquisition of a corporation known as Town & Country Farms, which was organized for the purpose of developing real estate, had not issued any stock and had never commenced doing any business. Whitney was the attorney for said corporation and pursuant to negotiations with Zaharis undertook to amend the articles and certificate of said corporation by

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changing its name to Oakland Meat & Packing Company (referred to herein as Packing Co.).

Zaharis testified, further, that the day after the aforesaid meeting, Weikert phoned him for "his answer"; that he told Weikert he "personally was interested in it" and that he "told them that if they wanted me to form a new corporation, sign the lease, that I wanted no personal liability, I would be glad to do it"; that Weikert said he would discuss it with the officials of appellant, and that if they agreed that they would make a lease and bring it to him; that a "day or two after the market was opened" he received another telephone call from Weikert wherein Weikert stated that "the officials of the corporation at the Housewives Market was interested in getting the lease signed because we were operating without *830 a lease"; that he replied that he "couldn't sign the lease until the corporation papers were back from Sacramento"; that a similar conversation was had one or two days later; and that the day following the last conversation the papers were obtained. Zaharis also testified that "we were operating for two or three days before there was a lease signed."

Copies of the lease in question had, in the meantime, been prepared by Robert C. Burnstein, attorney for appellant, who forwarded them to Whitney with a letter of transmittal specifically requesting that the lease be signed by an authorized officer of Packing Co. and that the seal of said corporation be impressed upon it. Whitney had continued to act as attorney for Packing Co., and upon the change of name becoming effective, proceeded to make application for a permit to issue stock under the new name. Both copies of the lease were subsequently signed in Whitney's office by Zaharis and White as president and secretary-treasurer, respectively, of Packing Co. and its seal was affixed thereto. Whitney then brought both copies of the lease, together with Packing Co.'s check for \$4,500 representing the first month's rent and the security deposit, to the appellant's premises where they were signed by two officers of the appellant. The said

lease designates the appellant as lessor and Packing Co. as lessee, and bears an execution date of December 3, 1956.

Whitney testified that he never represented Meat Co. and did not know of its existence until the time he was engaged to effect the said change of name. After the lease was signed, Whitney negotiated on behalf of Packing Co. for the purchase of certain fixtures from a certain Al Weikert (brother of the Weikert hereinbefore referred to). A conditional sales contract was entered into between said Al Weikert, as seller, and Packing Co., as purchaser. This contract was signed by Zaharis and White in their capacities as officers of Packing Co. Whitney testified that when he delivered the contract to Al Weikert it bore these signatures and Packing Co.'s seal. The terms of said contract provided for a down payment of \$1,032.89, and a time balance of \$14,787.08.

Pursuant to a permit for the issuance of stock, Zaharis became the sole shareholder of Packing Co. by the acquisition of 80 shares of its stock for which he paid \$8,000. A certificate for said stock to Zaharis was issued on April 24, 1957. The officers and directors of Packing Co. were Zaharis, White and Frueh. Zaharis was elected its president. According to *831 to the testimony of both Zaharis and Lafayette the latter was not in any way affiliated with Packing Co.

Schulman testified, further, that at the time said lease was being negotiated he was familiar with Meat Co.; that it had a good reputation and credit; and that he had not heard that a new company was being organized. He testified that he first heard of Packing Co. in November of 1958, and that prior to that time he did not know that there was a difference between Meat Co. and Packing Co., and that although he knew the lease was in Packing Co.'s name he did not know that this identified an organization separate from Meat Co. He also testified that he never saw a Packing Co. sign on the market premises.

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Zaharis' total investment in Packing Co. was the \$8,000 which he paid for the corporate stock. He withdrew \$6,000 to \$7,000 from Meat Co. These were personal funds and not company funds. Of the said sum of \$8,000, the sum of \$4,500 was used to pay the first month's rent and the lease deposit to appellant, the sum of \$1,032.89 was used as a down payment on the fixtures, and the sum of \$700 was paid as the first installment under the fixture conditional sale contract. When Packing Co. began business operations it had about \$1,500 in cash. It had acquired on credit an opening inventory valued at between \$2,000 and 3,000. The monthly rental was \$1,500, the installment payment on the fixtures \$700, and the weekly payroll was \$893.67. The equipment in the shop belonged to the Trustee in Bankruptcy who permitted Packing Co. to use it pending the bankruptcy sale. The fixtures which were purchased for approximately \$16,000 were valued by Zaharis at \$60,000 in place, less than \$50,000 if not installed. They were subsequently sold for \$9,000.

About three months after the commencement of business Packing Co. was in need of funds. The sum of \$3,500 was required to purchase the equipment from the trustee. Zaharis loaned \$5,000 to the Packing Co. There are no minutes and no vote evidencing the transaction. A year later Zaharis needed the \$5,000 for another venture. Packing Co. did not have the money to repay the loan, so a loan of \$5,000 was made by Meat Co. to Packing Co. in order to repay Zaharis. This was the only loan ever made by Meat Co. to Packing Co. A chattel mortgage upon Packing Co.'s equity in the fixtures was executed on May 26, 1958, but was not recorded until December 17, 1958. This loan has not been repaid, nor has *832 Meat Co. made a demand for its payment. Zaharis did not make any other loans to Packing Co., nor did he pay any of its bills.

During Packing Co.'s business operations, Meat Co. advanced credit to Packing Co. Meat Co., however, was only one of several suppliers who continued to supply on credit. Packing Co.'s pur-

chases amounted to approximately \$25,000 per month. From 60 per cent to 70 per cent of such merchandise was procured from suppliers other than Meat Co. No price advantage was given or received by Meat Co. When Packing Co. vacated the leased premises it still owed Meat Co. about \$15,000. This debt has not been paid nor have any arrangements been made for repayment. Zaharis testified: that this bill was not paid because the other creditors were paid in preference to Meat Co.; that he had guaranteed all other companies that there was no connection between the two companies; that he did not want to be responsible for owing any creditor any money; that he wanted to take the loss if any should arise; and that he wanted to protect his reputation. Lafayette testified: that Meat Co. did not intend to sue Packing Co. for this indebtedness because Packing Co. has no assets; that a suit would be worthless; and that the obligation would be merely written off. Packing Co. has paid all of its other obligations, bills and all of the rent up to the time it ceased doing business in January 1959.

Zaharis, White and Frueh rendered services to Packing Co. without compensation. They did, however, continue to receive their regular compensation from Meat Co. Zaharis testified that he devoted all of his time to Meat Co., and that his participation in the management of Packing Co. consisted of telephoning the manager of the market two or three times a day. Lafayette acted gratuitously as a business advisor and on occasion examined Packing Co.'s books. Lafayette testified, however, that he did not do any work on Packing Co.'s books, nor did he sign any of its checks. On occasion Lafayette would pick up the cash from the retail market.

Other than its retail activities in the Housewives Market, Packing Co. did not maintain an office. Its books were kept at the Meat Co.'s address, and its bookkeeper worked on Packing Co.'s books at the Meat Co.'s office. Most of Packing Co.'s mail was addressed to the retail premises, but on occasion some of it was addressed to the Meat Co.'s of-

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office. *833 On one occasion a letter was addressed to Meat Co., "attention Mr. Lafayette," concerning an employee of Packing Co. There was testimony that certain bills were addressed to Meat Co. for items properly concerning Packing Co. The Packing Co. had a separate telephone at the retail outlet but did not have a phone at the Meat Co. office. Mail arriving at the Meat Co.'s office would be opened by the same person, a Miss Duarte, whether addressed to Meat Co. or to Packing Co. Miss Duarte acted as bookkeeper for Packing Co. part of the time and for Meat Co. the rest of the time. There was testimony concerning the approval of bills received through the mail at Meat Co.'s office. Because some of the officers acted in an official capacity for both companies the persons who would approve paying the bills were often the same regardless of which company paid the bill. Packing Co.'s bills were mailed from Meat Co.'s office, and all of said company's bills were paid from that office by said bookkeeper. All payments and all disbursements of Packing Co., including rent to appellant, were made upon its own checks and from its own bank accounts.

The licenses and permits permitting Packing Co. to operate a retail meat business bore the name "Oakland Meat Company." These licenses and permits were posted in a conspicuous place by the manager. City license notices were sent to "Oakland Meat Company, Housewives Market." The fees, however, were paid for by Packing Co. Zaharis testified that he had not seen the licenses and permits, and that the name "Oakland Meat" was put thereon without his permission. He also stated that this name was an abbreviation of Packing Co.'s name. The union contract covering Packing Co.'s retail employees only showed the name "Oakland Meat" as employer and was signed by Crowell, the manager of the retail department. Zaharis testified he had never seen a copy of this contract and that it should have shown Packing Co.'s name as the employer. A union representative testified that retail butcher complaints and wage claims were taken up with Lafayette. Separate workmen's

compensation and fire policies were carried by Packing Co. in its own name, but the public liability and property damage insurance coverage for Packing Co. was added to Meat Co.'s policy. The insurance broker testified that this was done at the suggestion of the insurance company because the identity of the individuals exposed to liability, with the exception of Lafayette, *834 was the same; that it was more expedient to have the coverage with one company, and also that there would be a saving in premiums. On occasion Meat Co.'s automobiles were used by Packing Co. Zaharis stated that this was done as a favor.

Zaharis also testified as to his credit, stating he could get several thousand dollars worth of meat on the signature of an employee in the market. He stated further that the sum of \$1,000 to \$1,500 together with the cash intake of \$25,000 per month was adequate to operate the market for a month. It was his testimony that the market had brought in about \$25,000 per month prior to Packing Co. taking over, and that while Packing Co. was operating the retail market it brought in from \$6,000 to \$7,000 per week. Several wholesalers' representatives testified that credit was extended to Packing Co. because they relied on Zaharis' personal credit and integrity and upon the standing of Meat Co. in the meat industry.

A Mr. Pitcher testified that he sold and serviced equipment at the retail premises from time to time; that he billed Meat Co.; and was never informed that the bill was directed to the wrong company. He testified further that he was told by a butcher at the retail market to deliver the merchandise there, but to send the bill to the Meat Co. Pitcher stated that he didn't know there was any difference between Meat Co. and Packing Co., and that he didn't realize that they were two different companies. He stated further that he did work for both the Meat Co. and Packing Co. and testified that certain invoices for merchandise delivered to and work done at the retail market were paid for by Packing Co. checks.

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Other testimony was adduced from several persons who dealt with Packing Co. showing that some confused the names of the two corporations. A Mr. Pariani testified that he charged meat delivered to the retail store to Packing Co. but invoiced it to "Oakland Meat." Pariani, however, testified that he knew of the existence of the two companies; that he dealt with both of them; and that each had a separate account number. Mr. Eglund, a representative of Swift & Company, stated that meat delivered to Packing Co. was billed to "Oakland Meat Company," but he also testified Swift sold meat to both companies; that he was aware of the existence of the two companies at the different addresses, and the different nature of the two companies. A Joseph Thelen testified that the records of his company (Lewis & *835 McDermott, Inc.) listed the name of "Oakland Meat Co." rather than Oakland Meat & Packing Co., but that it was a result of laxity or brevity, stating: "We knew it wasn't the same company." Thelen testified further that his company dealt with both corporations; that he knew they were separate corporations; and that separate ledger sheets were kept for each. A Mr. Vignaux of Victor Meat Corporation dealt with both companies and maintained separate accounts, listing each company by its proper name. There was also testimony to the effect that when a Pierce Packing Company billed Meat Co. for Packing Co.'s meat, Meat Co. (through Mr. Fruch) objected to this procedure to Guidoni, the manager of the retail outlet. The record contains further evidence, mostly repetitious, which gives conflicting impressions on the unity or separateness of the two corporations. There was also evidence of billings properly made, and testimony that, irrespective of the manner of billing, the disbursements for Packing Co.'s bills were on Packing Co.'s checks.

There was also evidence presented that Packing Co. and Meat Co. kept separate bank accounts, separate sets of accounts, made separate disbursements, using checks bearing the individual company name; maintained separate payrolls; that the companies used different fiscal years for tax pur-

poses; that they were represented by different counsel; and that they maintained separate minutes.

The Trial Court's Findings

(1a) There is substantial evidence contained in the record to uphold the findings of the trial court under the time honored rule that on appeal all conflicts in the evidence must be resolved in favor of the respondent, and that all legitimate and reasonable inferences will be indulged in to uphold the findings of the trial court. (2) It is an elementary principle of law that the power of the appellate court begins and ends with a determination as to whether there is any substantial evidence, contradicted or uncontradicted, which will support the conclusion reached by the trial judge. (*Thayer v. Pacific Elec. Ry. Co.*, 55 Cal.2d 430, 438 [11 Cal.Rptr. 560, 360 P.2d 56]; *Crawford v. Southern Pacific Co.*, 3 Cal.2d 427, 429 [45 P.2d 183]; *Wade v. Campbell*, 200 Cal.App.2d 54, 63 [19 Cal.Rptr. 173].) The appellant, in its briefs, acknowledges that any conflicts in the evidence must be resolved in favor of respondents and therefore states that it *836 sets forth only the undisputed testimony in its statement of facts because it feels that this undisputed testimony alone is sufficient to compel reversal of the judgment below. (3) What the appellant overlooks is that this "undisputed testimony" may not be considered to the utter disregard of disputed testimony which favors respondents. The appellant's statement of facts presents a case upon which a trial court *might* decide to pierce the corporate veil, but looking to all of the facts, which we have narrated above, it is another matter to say that under these facts the corporate veil must be pierced.

(1b) The essence of the trial court's findings is that Packing Co. is a separate and distinct entity from Meat Co.; that it was not organized by any of the respondents; that it has never been the *alter ego* of any of the respondents or used by them to operate any of their businesses under other than their own names; that there was no confusion between the two corporations and their affairs were conduc-

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ted separately; that there was no commingling of Packing Co.'s funds with those of Meat Co. or the individual respondents; and that Packing Co. was adequately capitalized in relation to the reasonable requirements of its business and corporate purposes.

The appellant does not attack any specific finding of the trial court but contends not only that the uncontroverted evidence discloses factors which require that the corporate entity be disregarded, but that the two elements of unity of ownership and inequity are so conclusively present as to compel the disregard of such entity. The appellant further asserts that Packing Co. was under-capitalized as a matter of law and that this factor is sufficient in itself to warrant a disregard of the corporate entity. In attempting to sustain its position the appellant relies, generally, upon appellate decisions which have upheld judgments disregarding the corporate entity where the factual situation presented supplied factors which allowed the trial court to arrive at that conclusion.

Did the Trial Court Err in Refusing to Disregard the Corporate Entity?

(4) It is a fundamental rule that "[t]he conditions under which the corporate entity may be disregarded, or the corporation be regarded as the *alter ego* of the stockholders, *837 necessarily vary according to the circumstances in each case inasmuch as the doctrine is essentially an equitable one and for that reason is particularly within the province of the trial court. Only general rules may be laid down for guidance." (*Stark v. Coker*, 20 Cal.2d 839, 846 [129 P.2d 390]; *H.A.S. Loan Service, Inc. v. McCollgan*, 21 Cal.2d 518, 523 [133 P.2d 391, 145 A.L.R. 349]; *Automotriz etc. De California v. Resnick*, 47 Cal.2d 792, 796 [306 P.2d 1].) (5) The basic rule stated by our Supreme Court as a guide in the application of this doctrine is as follows: The two requirements are (1) that there be such unity of interest and ownership that the separate personalities of the corporation and the individual no longer exist, and (2) that, if the acts are treated as those of

the corporation alone, an inequitable result will follow. (*Automotriz etc. De California v. Resnick*, *supra*, 47 Cal.2d 792, 796; *Stark v. Coker*, *supra*, 20 Cal.2d 839, 846; *Watson v. Commonwealth Ins. Co.*, 8 Cal.2d 61, 68 [63 P.2d 295]; *Minifie v. Rowley*, 187 Cal. 481, 487 [202 P. 673].) With respect to the second requirement, it is sufficient that it appear that recognition of the acts as those of a corporation only will produce inequitable results. (*Stark v. Coker*, *supra*, p. 846; *Watson v. Commonwealth Ins. Co.*, *supra*, p. 68.) (6) The general rule is thus stated as follows: " 'Before a corporation's acts and obligations can be legally recognized as those of a particular person, and vice versa, it must be made to appear that the corporation is not only influenced and governed by that person, but that there is such a unity of interest and ownership that the individuality, or separateness, of such person and corporation has ceased, and that the facts are such that an adherence to the fiction of the separate existence of the corporation would, under the particular circumstances, sanction a fraud or promote injustice.' " (*Talbot v. Fresno-Pacific Corp.*, 181 Cal.App.2d 425, 431 [5 Cal.Rptr. 361]; *Temple v. Bodega Bay Fisheries, Inc.*, 180 Cal.App.2d 279, 283 [4 Cal.Rptr. 300].)

The gist of the cases which have considered the doctrine is that *both* of these requirements must be found to exist before the corporate existence will be disregarded; that such determination is primarily one for the trial court and is not a question of law; and that the conclusion of the trier of fact will not be disturbed if it be supported by substantial evidence. (See also *H.A.S. Loan Service, Inc. v. McCollgan*, *supra*, 21 Cal.2d 518, 524; *Kasutoff v. Wahlstrom*, 196 Cal.App.2d 65, 69 *838 [16 Cal.Rptr. 207]; *Talbot v. Fresno-Pacific Corp.*, *supra*, 181 Cal.App.2d 425, 432; *Carlesimo v. Schwebel*, 87 Cal.App.2d 482, 492 [197 P.2d 167].) (7) It should also be noted that, while the doctrine does not depend on the presence of actual fraud, it is designed to prevent what would be fraud or injustice, if accomplished. Accordingly, bad faith in one form or another is an underlying consideration and will be

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found in some form or another in those cases wherein the trial court was justified in disregarding the corporate entity. (See *Talbot v. Fresno-Pacific Corp.*, *supra*, 181 Cal.App.2d 425, 431; *Hollywood Cleaning & Pressing Co. v. Hollywood Laundry Service, Inc.*, 217 Cal. 124, 129 [17 P.2d 709]; *Carlesimo v. Schwebel*, *supra*, 87 Cal.App.2d 482, 491; *Erkenbrecher v. Grant*, 187 Cal. 7 [200 P. 641].)

A review of the cases which have discussed the problem discloses the consideration of a variety of factors which were pertinent to the trial court's determination under the particular circumstances of each case. Among these are the following: Commingling of funds and other assets, failure to segregate funds of the separate entities, and the unauthorized diversion of corporate funds or assets to other than corporate uses (*Riddle v. Leuschner*, 51 Cal.2d 574 [335 P.2d 107]; *Talbot v. Fresno-Pacific Corp.*, *supra*, p. 431; *Thomson v. L. C. Roney & Co.*, 112 Cal.App.2d 420 [246 P.2d 1017]; *Asamen v. Thompson*, 55 Cal.App.2d 661 [131 P.2d 841]; *Goldberg v. Engelberg*, 34 Cal.App.2d 10 [92 P.2d 935]; *Sweet v. Watson's Nursery*, 33 Cal.App.2d 699 [92 P.2d 812]); the treatment by an individual of the assets of the corporation as his own (*Minton v. Cavaney*, 56 Cal.2d 576 [15 Cal.Rptr. 641, 364 P.2d 473]; *Thomson v. L. C. Roney & Co.*, *supra*; *Riddle v. Leuschner*, *supra*); the failure to obtain authority to issue stock or to subscribe to or issue the same (*Automotriz etc. De California v. Resnick*, *supra*, 47 Cal.2d 792; *Wheeler v. Superior Mortgage Co.*, 196 Cal.App.2d 822 [17 Cal.Rptr. 291]; *Marr v. Postal Union Life Ins. Co.*, 40 Cal.App.2d 673 [105 P.2d 649]; *Claremont Press Pub. Co. v. Barksdale*, 187 Cal.App.2d 813 [10 Cal.Rptr. 214]; *Engineering etc. Corp. v. Longridge Inv Co.*, 153 Cal.App.2d 404 [314 P.2d 563]; *Shafford v. Otto Sales Co., Inc.*, 149 Cal.App.2d 428 [308 P.2d 428]); the holding out by an individual that he is personally liable for the debts of the corporation (*Stark v. Coker*, *supra*, 20 Cal.2d 839; *Shafford v. Otto Sales Co., Inc.*, *supra*); the failure to maintain minutes or adequate corporate

records, and the confusion of the records of the separate entities *839 (*Riddle v. Leuschner*, *supra*, 51 Cal.2d 574; *Stark v. Coker*, *supra*; *Temple v. Bodega Bay Fisheries, Inc.*, *supra*, 180 Cal.App.2d 279; *Shafford v. Otto Sales Co., Inc.*, *supra*); the identical equitable ownership in the two entities; the identification of the equitable owners thereof with the domination and control of the two entities; identification of the directors and officers of the two entities in the responsible supervision and management; sole ownership of all of the stock in a corporation by one individual or the members of a family (*Riddle v. Leuschner*, *supra*; *Stark v. Coker*, *supra*; *McCombs v. Rudman*, 197 Cal.App.2d 46 [17 Cal.Rptr. 351]; *Talbot v. Fresno-Pacific Corp.*, *supra*, 181 Cal.App.2d 425; *Claremont Press Pub. Co. v. Barksdale*, *supra*, 187 Cal.App.2d 813; *Thomson v. L. C. Roney Co.*, *supra*, 112 Cal.App.2d 420; *Asamen v. Thompson*, *supra*, 55 Cal.App.2d 661; *Sweet v. Watson's Nursery*, *supra*, 33 Cal.App.2d 699; *Goldberg v. Engleberg*, *supra*, 34 Cal.App.2d 10; *Gordon v. Aztec Brewing Co.*, 33 Cal.2d 514 [203 P.2d 522]; *Pan Pacific Sash & Door Co. v. Greendale Park, Inc.*, 166 Cal.App.2d 652 [333 P.2d 802]; *Shea v. Leonis*, 14 Cal.2d 666 [96 P.2d 332]); the use of the same office or business location; the employment of the same employees and/or attorney (*McCombs v. Rudman*, *supra*; *Talbot v. Fresno-Pacific Corp.*, *supra*; *Thomson v. L. C. Roney Co.*, *supra*; *Pan Pacific Sash & Door Co. v. Greendale Park, Inc.*, *supra*); the failure to adequately capitalize a corporation; the total absence of corporate assets, and undercapitalization (*Minton v. Cavaney*, *supra*, 56 Cal.2d 576; *Automotriz etc. De California v. Resnick*, *supra*, 47 Cal.2d 792; *Stark v. Coker*, *supra*, 20 Cal.2d 839; *Talbot v. Fresno-Pacific Corp.*, *supra*, 181 Cal.App.2d 425; *Temple v. Bodega Bay Fisheries, Inc.*, *supra*, 180 Cal.App.2d 279; *Wheeler v. Superior Mortgage Co.*, *supra*, 196 Cal.App.2d 822; *Claremont Press Pub. Co. v. Barksdale*, *supra*, 187 Cal.App.2d 813; *Engineering etc. Corp. v. Longridge Inv. Co.*, *supra*, 153 Cal.App.2d 404; *Shafford v. Otto Sales Co., Inc.*, *supra*, 149 Cal.App.2d 428; *Shea v. Leonis*, *supra*, 14 Cal.2d 666; *Pan Pacific Sash &*

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Door Co. v. Greendale Park, Inc., *supra*, 166 Cal.App.2d 652); the use of a corporation as a mere shell, instrumentality or conduit for a single venture or the business of an individual or another corporation (*McCombs v. Rudman*, *supra*, 197 Cal.App.2d 46; *Asamen v. Thompson*, *supra*, 55 Cal.App.2d 661; *Engineering etc. Corp. v. Longridge Inv. Co.*, *supra*; *Pan Pacific Sash & Door Co. v. Greendale Park, Inc.*, *supra*); the concealment and *840 misrepresentation of the identity of the responsible ownership, management and financial interest, or concealment of personal business activities (*Riddle v. Leuschner*, *supra*, 51 Cal.2d 574; *Shafford v. Otto Sales Co., Inc.*, *supra*); the disregard of legal formalities and the failure to maintain arm's length relationships among related entities (*Riddle v. Leuschner*, *supra*, 51 Cal.2d 574; *McCombs v. Rudman*, *supra*; *Wheeler v. Superior Mortgage Co.*, *supra*; *Pan Pacific Sash & Door Co. v. Greendale Park, Inc.*, *supra*); the use of the corporate entity to procure labor, services or merchandise for another person or entity (*Temple v. Bodega Bay Fisheries, Inc.*, *supra*; *Pan Pacific Sash & Door Co. v. Greendale Park, Inc.*, *supra*; *Engineering etc. Corp. v. Longridge Inv. Co.*, *supra*); the diversion of assets from a corporation by or to a stockholder or other person or entity, to the detriment of creditors, or the manipulation of assets and liabilities between entities so as to concentrate the assets in one and the liabilities in another (*Riddle v. Leuschner*, *supra*, 51 Cal.2d 574; *Thomson v. L. C. Roney Co.*, *supra*, 112 Cal.App.2d 420; *Sweet v. Watson's Nursery*, *supra*, 33 Cal.App.2d 699; *Talbot v. Fresno-Pacific Corp.*, *supra*, 181 Cal.App.2d 425); the contracting with another with intent to avoid performance by use of a corporate entity as a shield against personal liability, or the use of a corporation as a subterfuge of illegal transactions (*Wheeler v. Superior Mortgage Co.*, *supra*, 196 Cal.App.2d 822; *Claremont Press Pub. Co. v. Barksdale*, *supra*, 187 Cal.App.2d 813; *Shafford v. Otto Sales Co., Inc.*, *supra*, 149 Cal.App.2d 428; *Asamen v. Thompson*, *supra*, 55 Cal.App.2d 661); and the formation and use of a corporation to transfer to it the existing liability of another person or

entity (*Shea v. Leonis*, *supra*, 14 Cal.2d 666; *Engineering etc. Corp. v. Longridge Inv. Co.*, *supra*, 153 Cal.App.2d 404). A perusal of these cases reveals that in all instances several of the factors mentioned were present. It is particularly significant that while it was held, in each instance, that the trial court was warranted in disregarding the corporate entity, the factors considered by it were not deemed to be conclusive upon the trier of fact but were found to be supported by substantial evidence.

In the instant case the presence or absence of any of these factors, as well as the consideration of any other circumstances which would have warranted the trier of fact to disregard the corporate entity, were within the province of the trial court. (1c) There was ample evidence to support the inferences drawn by the lower court that there was not such a *841 unity of interest and ownership as between Packing Co. and Meat Co., or as between Packing Co. and the individual respondents, as to destroy the individuality of such corporations and the owner or owners of their stock. We need not repeat the evidence in detail, but a reiteration of the following facts supports the sufficiency of the trial court's findings, to wit: Zaharis' ownership of 26 per cent of Meat Co.'s stock and his ownership of 100 per cent of Packing Co.'s stock; the ownership by Lafayette of 26 per cent of Meat Co.'s stock and the fact that he was not a director or officer of Packing Co.; the ownership by White and Frueh of 24 per cent of Meat Co.'s stock each and their nonownership of Packing Co.'s stock; the separate incorporation of two corporations at different times; the employment of separate counsel by each corporation and the fact that the attorney for Packing Co. was not the attorney for any of the respondents; the issuance of stock by Packing Co. pursuant to permit and its compliance with the formalities required by the Division of Corporations; the keeping of separate minutes by Packing Co. and its holding of a number of meetings; the maintenance of separate records and bank accounts by Packing Co.; the fact that Packing Co. had its own employees and a separate payroll; the extent of the participation of Za-

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haris and the other individual respondents in the daily business affairs of Packing Co.; the making of disbursements by Packing Co. through its own checks; the absence of the commingling of funds; the fact that Meat Co. supplied Packing Co. from 30 per cent to 45 per cent of the meat sold by the latter, the remainder coming from other suppliers; the preparation of the lease by appellant's own attorney and the naming of Packing Co. as the lessee therein; and Zaharis' statement that he did not want any personal liability and that he would form a new corporation. Any conflict in the evidence with respect to any of these matters was, of course, for the trier of fact to resolve.

Considerable stress is laid by the appellant upon the claim of undercapitalization and its assertion that such appears in the instant case as a matter of law. Appellant has not cited any case in which an appellate court has held that a business was undercapitalized when the court made a contrary finding. In almost every instance where the trial court has found inadequate capitalization there are other factors present. (See cases above cited with reference to capitalization.) In some cases there were no assets or capitalization at all. (8) Evidence of inadequate capitalization is, at best, merely a factor to be *842 considered by the trial court in deciding whether or not to pierce the corporate veil. To be sure, it is an important factor, but no case has been cited, nor have any been found, where it has been held that this factor alone *requires* invoking the equitable doctrine prayed for in the instant case. In *Carlesimo v. Schwebel*, *supra*, 87 Cal.App.2d 482, a total capitalization of \$1,221.82 was held not to be insufficient, as a matter of law, to operate a business engaged in the buying and selling of groceries. (9) Furthermore, we have testimony in the instant case, to the effect that the operating capital was adequate; that Packing Co. paid all of its bills for two years except for the money owed to Meat Co.; that the bills were paid promptly; and that the rent was paid until Packing Co. vacated the premises. There is also testimony by Zaharis that appellant's officer, Davidson, assured him that the capitalization would

be adequate. This evidence, if believed by the trial court, would support its finding of adequate capitalization.

The appellant's assertion of inequitable result is predicated upon the argument that the respondents intentionally created a corporation without sufficient assets to meet daily business requirements. The thrust of this argument is the claim of undercapitalization and the contention that a creditor will remain unsatisfied if the corporate veil is not pierced. As we have pointed out above, the prerequisite of "inequitable result" must coexist with the other requirement of unity of interest and ownership, which the trial court has found not to exist in this case. Moreover, we have also indicated that the trial court was justified in its finding of adequate capitalization. (10) Certainly, it is not sufficient to merely show that a creditor will remain unsatisfied if the corporate veil is not pierced, and thus set up such an unhappy circumstance as proof of an "inequitable result." In almost every instance where a plaintiff has attempted to invoke the doctrine he is an unsatisfied creditor. (11) The purpose of the doctrine is not to protect every unsatisfied creditor, but rather to afford him protection, where some conduct amounting to bad faith makes it inequitable, under the applicable rule above cited, for the equitable owner of a corporation to hide behind its corporate veil.

The judgment is affirmed.

Bray, P. J., and Sullivan, J., concurred.

Appellant's petition for a hearing by the Supreme Court was denied February 13, 1963. *843

Cal.App.1.Dist.
Associated Vendors, Inc. v. Oakland Meat Co.
210 Cal.App.2d 825, 26 Cal.Rptr. 806

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CALIFORNIA MANUFACTURERS ASSOCIATION et al., Petitioners,

v.

PUBLIC UTILITIES COMMISSION et al., Respondents; PACIFIC GAS AND ELECTRIC COMPANY, Real Party in Interest.

CALIFORNIA MANUFACTURERS ASSOCIATION et al., Petitioners,

v.

PUBLIC UTILITIES COMMISSION et al., Respondents; SOUTHERN CALIFORNIA GAS COMPANY, Real Party in Interest

S.F. No. 23823., S.F. No. 23881.

Supreme Court of California
August 15, 1979.

SUMMARY

In two decisions, the Public Utilities Commission ordered rebates received by two public utilities from natural gas suppliers pursuant to an order of the Federal Power Commission (now Federal Energy Regulation Commission), applied to the utilities' "gas balancing account," thus deferring prospective rate increases requested by the utilities. Industrial concerns who received substantial gas service from one or both of the utilities during the period of the overcharges resulting in the rebates challenged the decisions on the ground that if the rebates were applied against future rates they would not share in the benefit to a degree proportionate to the overcharges, since they had substantially reduced their gas consumption during the prior period of scarcity.

The Supreme Court annulled the decisions insofar as they disposed of the rebates other than as "rate refunds" to be "distributed" pursuant to Pub. Util. Code, § 453.5, and remanded to the commission for further proceedings. The court held the rebate funds must be returned to current, and, insofar as practical, to prior customers of the utilities, in

proportion to the gas usage of such customers during the periods to which the rebates relate. The court held such disposition was mandated by Pub. Util. Code, § 453.5, requiring the commission, when it orders rate refunds to be distributed, to pay refunds to current customers, and prior customers when practicable, on an equitable pro rata basis, without regard to classifications of the customers. The court rejected the commission's contention that "rate refunds" are "distributed" under the statute only when the commission, by its order disposing of excess funds held by a utility, decides to return the money as a "refund," and thus the statute was not applicable. The court held that acceptance of the premise that the statute applies only when the commission chooses to call its actions "refunds" would permit the commission to avoid the statute in every case, and would render it entirely superfluous. The court held that the term "rate refunds" as used in Pub. Util. Code, § 453.5, referred to specific amounts held by utilities as rebates from their suppliers and earmarked for customer "refunds" by prior commission orders and utility tariffs. The court further held that the commission "orders" such "refunds" to be "distributed" whenever it directs their final disposition, thereby dividing and apportioning them. Accordingly, the court held the commission exceeded its powers when it "distributed" the supplier rebates to the utilities' balancing accounts as an offset to prospective rate increases, rather than adhering to the "refund" rules described in the statute. (Opinion by Richardson, J., with Bird, C. J., Mosk, Clark and Manuel, JJ., and Regan, J., ^{FN*} concurring. Separate dissenting opinion by Newman, J.)

FN* Assigned by the Chairperson of the Judicial Council.

HEADNOTES

Classified to California Digest of Official Reports (1a, 1b)Public Utilities § 13--Public Utilities Commission-- Regulation of Rates or Charges for Services--Actions to Recover Overcharges-- Limita-

tions-- Refunds and Rebates.

Pub. Util. Code, § 453.5, requiring the Public Utilities Commission, when it orders rate refunds to be distributed, to pay refunds to current customers, and prior customers when practicable, on an equitable pro rata basis without regard to classification of the customers, was applicable to rebates received by two public utilities from natural gas suppliers for overcharges in prior years. Accordingly, the commission exceeded its power when it "distributed" the rebates to the utilities' balancing accounts as an offset to prospective rate increases, rather than adhering to the "refund" rules described in the statute, which required the funds to be returned to current, and, insofar as practical, to prior customers of the utilities, in proportion to the gas usage of such customers during the periods to which the rebates related.

[See **Cal.Jur.3d**, Public Utilities, § 65; **Am.Jur.2d**, Public Utilities, § 322.]

(2a, 2b)Public Utilities § 13--Public Utilities Commission-- Regulation of Rates or Charges for Services--Actions to Recover Overcharges for Services-- Actions to Recover Overcharges--Limitations--Refunds and Rebates-- Distribution--Construction of Statute.

Where Pub. Util. Code, § 453.5, applies, "refunds" which are ordered "distributed" by the commission must be allocated according to the statutory formula; present customers "except for small residential users" must be compensated on the basis of their prior usage to which the refund corresponds, and, where practical, prior customers must also participate to the extent of the overcharges which they previously paid. Thus, as applied to rebates received by two public utilities from natural gas suppliers for prior overcharges pursuant to an order of the Federal Power Commission (now Federal Energy Regulation Commission), the statutory term "rate refunds," referred to prior direct rebates received by utilities from their suppliers for past overcharges, and earmarked by commission-approved tariffs for "refund" to customers. The commission "orders" such "refunds" to be "distributed" whenever it directs their final disposition, thereby

dividing and apportioning them. Such construction does not impair the implementation of Pub. Util. Code, § 792.5, providing for "balancing accounts," in which the difference between the utilities' estimated costs and revenues and its actual cost experience is debited or credited to the account.

(3) Statutes § 29--Constitution--Language--Legislative Intent.

Where a statute is theoretically capable of more than one construction courts choose that which most comports with the intent of the Legislature. Words must be construed in context, and statutes must be harmonized, both internally and with each other, to the extent possible. Interpretive constructions which render some words surplusage, defy common sense, or lead to mischief or absurdity, are to be avoided.

(4) Statutes § 12--Enactment--Executive Approval and Veto.

To the extent the Governor's disclaimer of a particular construction of a statute was inconsistent with the Legislature's clear purpose, it was ineffective. As to nonappropriation measures, Cal. Const. art. IV, § 10, permits the Governor either to accept or reject a bill in its entirety, and he therefore may not by qualifying his approval exercise what is in effect an "item veto."

COUNSEL

Gordon E. Davis, William H. Booth, Brobeck, Phleger & Harrison, Robert D. Raven, James J. Garrett, Charles R. Farrar, James P. Bennett, Morrison & Foerster, Robert L. Schmalz, J. Randolph Elliott, John L. Frogge, Jr., Kenneth M. Robinson, Donald H. Ford, Overton, Lyman & Prince and Bill B. Betz for Petitioners.

Janice E. Kerr, Hector Anninos, Timothy E. Treacy and Walter H. Kessenick for Respondents.

Malcolm H. Furbush, Robert Ohlbach, Shirley A. Woo, Thomas D. Clarke, and Leslie E. LoBaugh, Jr., for Real Parties in Interest.

RICHARDSON, J.

Petitioners in these consolidated proceedings challenge certain decisions of the Public Utilities Commission (commission) which purport to dispose of refunds received by Pacific Gas and Electric Company (PG&E) and Southern California Gas Company (SoCal), real parties in interest, from some of their interstate natural gas suppliers, pursuant to orders of the Federal Power Commission (FPC) now the Federal Energy Regulation Commission. We refer to these refunds *from suppliers* as "rebates" to distinguish them from "refunds" to *customers*.

In Decision No. 88261 the commission applied rebates received by PG&E to the company's "gas balancing account" thus deferring a prospective rate increase requested by the utility. In Decision No. 88751, as modified by Decision No. 89049, similar treatment was accorded *840 rebates received by SoCal. (1a) We agree with petitioners' contention that the rebate funds must instead be returned to current and, insofar as practical, to *prior* customers of the utilities, in proportion to the gas usage of such customers *during the periods to which the rebates relate*. Accordingly, we will annul both decisions in part and remand the cases to the commission for further proceedings.

During the period 1972-1976, when PG&E and SoCal were charged increased natural gas rates by their interstate suppliers, these utilities sought to pass on these higher rates to customers, and obtained from the commission the authority to do so. In each instance, the supplier rate increases to the utilities were approved by the FPC on a contingent basis only, the FPC reserving jurisdiction to determine that the approved supplier rates were "excessive" thus eventually requiring appropriate rebates to the purchasing utilities. Accordingly, the commission-approved tariffs under which these increases were passed through to utility ratepayers consistently provided that any amounts reimbursed to PG&E and SoCal by their suppliers under FPC order would be "refund[ed]" to "customers" of the

utilities.

During 1977, rebates were received by both utilities for "excessive" charges paid during the 1972-1976 period, and by October 1 PG&E was holding accumulated rebates approximating \$52.4 million, and SoCal held about \$75.6 million in similar supplier reimbursements.

In July 1977, PG&E filed with the commission Application No. 57481, requesting a prospective rate increase to offset approximately \$75.3 million in anticipated natural gas cost increases during the ensuing year. SoCal filed a similar application, No. 57573, in September 1977, citing approximately \$21 million in additional revenue which it deemed necessary to meet similar expected cost increases. The concept of the allocation of the accumulated supplier rebates for this purpose originated with the commission staff not the utilities.

Petitioners, except for California Manufacturers Association, are industrial concerns, each of which received substantial gas service from one or both utilities during the 1972-1976 period. Because of the scarcity and generally rising price of natural gas, and because commission-approved rate designs encouraged low priority gas users to switch to the use of less precious alternative fuels, the industrial petitioners sharply curtailed their gas usage since 1976. Accordingly, if the supplier rebates *841 in question are applied against *future* rates, as the commission proposes, petitioners, having substantially reduced their gas consumption, will not share in the benefit of the rebates to a degree proportionate to the overcharges to which they were previously subjected during the 1972-1976 period of their heavier gas usage.

In Decision No. 88261, the commission found PG&E's total additional annual gas purchase revenue requirement to be \$82.4 million and ordered the \$52.4 million in accumulated supplier rebates transferred in their entirety to the utility's "gas balancing account," thus to be credited against the prospective rate increase otherwise necessary. This, together

with a \$36.9 million credit already in the balancing account, permitted a complete deferral of PG&E's total requested rate hike. The excess credit in the account remains available for future use. The commission announced its intention to treat future supplier rebates in a similar manner.

In Decision No. 88751, as modified, the commission found SoCal's additional annual gas purchase revenue requirement to be \$18.5 million which included the effect of a negative balance in the utility's "purchase gas adjustment balancing account." The entire \$75.6 million in supplier rebates held by SoCal was ordered transferred to this balancing account as a credit against present and future rate increases.

Petitioners do not challenge the commission's findings and conclusions with respect to the revenue requirements of the utilities. They argue, however, that the commission's disposition of the supplier rebates is improper for several reasons, the first of which is that the placement of the supplier rebates into the utilities' "balancing accounts" violated Public Utilities Code section 453.5. (All statutory references are to that code, unless otherwise cited.)

Section 453.5, enacted in 1977, provides: "Whenever the commission orders rate refunds to be distributed, the commission shall require public utilities to pay refunds to all current utility customers, *and, when practicable, to prior customers*, on an equitable pro rata basis without regard as to whether or not the customer is classifiable as a residential or commercial tenant, landlord, homeowner, business, industrial, educational, governmental, nonprofit, agricultural, or any other type of entity. [¶] For the purposes of this section, 'equitable pro rata basis' shall mean *in proportion to the amount originally paid for the utility service involved, or in *842 proportion to the amount of such utility service actually received.* [¶] Nothing in this section shall prevent the commission from authorizing refunds to residential and other small customers to be based on current usage." (Italics added.)

There is no challenge to the constitutionality of section 453.5. (2a) Accordingly, where it applies, "refunds" which are ordered "distributed" by the commission must be allocated according to the statutory formula; *present* customers (except for small residential users) must be compensated *on the basis of their prior usage* to which the refund corresponds, and, where practical, *prior* customers must also participate *to the extent of the overcharges which they previously paid.*

Utility "balancing accounts" have a unique economic purpose and function. These accounts are intended to prevent a utility from accumulating excessive profit or sustaining loss because of abnormal variations in a single item of cost, such as natural gas purchased from suppliers. Rates for a particular test period are set on the basis of the utility's *estimated* costs and revenues during that time. The utility then records the difference between the estimate and its actual cost experience. This difference, if in the utility's favor, is credited to the balancing account as an overcollection. If, on the other hand, costs are higher than anticipated, a debit, or undercollection, is recorded in the account. Rates for *subsequent* periods are then adjusted to return the balancing account toward zero. The result is that *recent past* differences between actual and estimated costs and revenues are reflected in *future* rate levels. (See, e.g., *Southern Cal. Edison Co. v. Public Utilities Com.* (1978) 20 Cal.3d 813, 828 [144 Cal.Rptr. 905, 576 P.2d 945]; *City of Los Angeles v. Public Utilities Com.* (1975) 15 Cal.3d 680, 691-692 [125 Cal.Rptr. 779, 542 P.2d 1371].) Accordingly, any "return" to ratepayers of utility "overcollections" recorded in the "balancing account" inures only to the benefit of *current* utility customers, and only in proportion to their *current and future use* of utility services. *Past* ratepayers obtain no benefit at all from the "balancing account" adjustment. (See Kuersteiner & Herbach, *The Robin Hood Doctrine: Is it the Official Refund Policy of the California Public Utilities Commission?* (1978) 12 U.S.F. L.Rev. 655, 670.)

The use of balancing accounts in appropriate circumstances is specifically mandated by another provision of the code. Section 792.5, adopted in 1976, provides: "Whenever the commission authorizes any change in rates reflecting and passing through to customers specific changes in costs, *843 except rates set for common carriers, the commission shall require as a condition of such order that the public utility establish and maintain a reserve account reflecting the balance, whether positive or negative, between the related costs and revenues, and the commission shall take into account by appropriate adjustment or other action any positive or negative balance remaining in any such reserve account at the time of any *subsequent* rate adjustment." (Italics added.)

Because sections 453.5 and 792.5 thus, arguably, present conflicting legislative directions as to the disposition of reserves accumulated by a utility, we must therefore determine the scope of section 453.5 which was adopted more recently. The parties' contentions on that issue center upon the meaning of the section's introductory phrase, "Whenever the commission orders *rate refunds* to be *distributed*, ..." (Italics added.)

Petitioners, on the one hand, urge that the statutory term "rate refunds" includes those "refunds" ordered in the 1972-1976 tariff approvals, and that the commission "distributed" such "rate refunds" when it allocated to the utilities' balancing accounts those specific supplier rebates reserved for "refund" in the tariffs. Hence, it is asserted, the commission action, in directing benefits of the rebate to flow entirely to future users, violated section 453.5, because it manifestly did not adhere to the statutory allocation formula.

The commission, on the other hand, adopting a more narrow interpretation, argues that "rate refunds" are "distributed" under section 453.5 only when the commission, by its order disposing of excess funds held by a utility, decides to return the money as a "refund." According to the commission, its 1977 orders used the supplier rebates other than

as a "refund" and did not "distribute" them; hence, the commission contends, section 453.5 never became applicable.

The interplay of the terms "orders," "rate refunds," and "distributed," as used in section 453.5 is not rendered facially clear by reference either to the dictionary (see Webster's New Internat. Dict. (3d ed. 1961) pp. 660, 1910) or to other statutes or prior decisions involving "refunds." (See, e.g., § 1766 [disposition of "refund" where stay of rate reduction is vacated by Supreme Court]; *City of Los Angeles v. Public Utilities Commission* (1972) 7 Cal.3d 331, 355 [102 Cal.Rptr. 313, 497 P.2d 785] [ordering "refund" after annulment of rate increase].) The above cited legal authorities do assume that "refunds" discussed in the circumstances *844 there presented will be paid pro rata to ratepayers on the basis of prior overpayments. However, since they themselves in effect *order or require the "distribution"* of the "refunds" therein provided, these authorities are of limited help in answering the commission's argument that, here, it has declined to "order" such "distribution." We therefore seek other aids in ascertaining the legislative purpose.

(3) Where a statute is theoretically capable of more than one construction we choose that which most comports with the intent of the Legislature. (E.g., *Tripp v. Swoap* (1976) 17 Cal.3d 671, 679 [131 Cal.Rptr. 789, 552 P.2d 749]; *Select Base Materials v. Board of Equal.* (1959) 51 Cal.2d 640, 645 [335 P.2d 672].) Words must be construed in context, and statutes must be harmonized, both internally and with each other, to the extent possible. (*Moyer v. Workmen's Comp. Appeals Bd.* (1973) 10 Cal.3d 222, 230 [110 Cal.Rptr. 144, 514 P.2d 1224]; *Select Base Materials v. Board of Equal.*, *supra*, at p. 645; *Johnstone v. Richardson* (1951) 103 Cal.App.2d 41, 46 [229 P.2d 9].) Interpretive constructions which render some words surplusage, defy common sense, or lead to mischief or absurdity, are to be avoided. (*Fields v. Eu* (1976) 18 Cal.3d 322, 328 [134 Cal.Rptr. 367, 556 P.2d 729];

Sanchez v. South Hoover Hospital (1976) 18 Cal.3d 93, 98 [132 Cal.Rptr. 657, 553 P.2d 1129]; *Stanley v. Justice Court* (1976) 55 Cal.App.3d 244, 253 [127 Cal.Rptr. 532]; *Watkins v. Real Estate Commissioner* (1960) 182 Cal.App.2d 397, 400 [6 Cal.Rptr. 191].) In the present instance both the legislative history of the statute and the wider historical circumstances of its enactment are legitimate and valuable aids in divining the statutory purpose. (*Steilberg v. Lackner* (1977) 69 Cal.App.3d 780, 785 [138 Cal.Rptr. 378]; *Alford v. Pierno* (1972) 27 Cal.App.3d 682, 688 [104 Cal.Rptr. 110].)

The facts surrounding the enactment of section 453.5 are these: In February 1977, the commission, on its own motion, instituted Case No. 10255. The order instituting investigation (OII) announced that the commission had under scrutiny several matters in which “refunds may be ordered” and was considering withholding any refund from nonresidential customers, since they could presumably pass rate increases on to their own customers. Our records reveal that the *FPC-ordered supplier rebates here at issue were among the sums involved as possible “refunds” in Case No. 10255.* In S.F. 23691, filed October 7, 1977, petitioners in S.F. 23823 sought mandate to compel pro rata refund of the FPC-ordered rebates. We denied relief when the commission argued that the petition was *845 premature in light of then-pending consideration of the matter in Case No. 10255.

Senate Bill No. 604, which, as amended, became section 453.5, was introduced by Senator Stull (R-Escondido) in March 1977, the month after issuance of the OII in Case No. 10255, and in response to it. (Kuersteiner & Herbach, *supra*, at p. 674.) As originally drafted, the bill provided only that any “refunds” ordered “distributed” by the commission must be allocated on an “equitable pro rata basis,” without regard to customer class. The earliest version of the bill contained no definition of “equitable pro rata basis.” This definition was supplied in its current form by subsequent amendments which provided that, insofar as feasible, each

“current” and “prior” customer must be reimbursed on the basis of “the amount *originally* paid for the *utility service involved*,” or “the amount of *such* service actually received.” (Italics added.) A further successful amendment declared that the statute would not prevent refunds to “residential and other small customers” based on current usage.

A sentence was introduced providing that the statute would not preclude the commission from adopting procedures to “amortize refunds” similar to those used for energy cost adjustment clauses (i.e., balancing accounts), but, importantly, this amendment was *deleted* from the final version of the statute. The Legislature declared the new law to be “the positive expression of a continuing legislative intent” with respect to the meaning of section 453 (nondiscriminatory rates) and a “clarification” rather than a “change” of existing law. Section 453.5 was enacted as an urgency measure. (Stats. 1977, ch. 897, §§ 2, 3, p. 2746.)

For several reasons, both the history and language of section 453.5 persuade us that the statutory term “rate refunds,” as therein employed, refers to specific amounts held by utilities as rebates from their suppliers and earmarked for customer “refunds” by prior commission orders and utility tariffs.

First, the prior enactment of section 792.5, which mandates *prospective* adjustment of gas cost overcollections under balancing account procedures, plus the Legislature’s specific *omission* from section 453.5 of *846 language which would have permitted such balancing account treatment of “rate refunds,” suggests that “refunds” were considered by the Legislature to be conceptually separate from other forms of overcollection.

The commission argues that the deleted “balancing account” language was simply deemed superfluous, because the commission already has authority to employ balancing accounts. We disagree. As we have seen, balancing procedures, which operate in futuro, inherently contradict the

formula for retrospective reimbursement provided by section 453.5. This conflict was obviously resolved against the commission's view by the legislative excision. (*Madrid v. Justice Court* (1975) 52 Cal.App.3d 819, 825 [125 Cal.Rptr. 348]; *Rich v. State Board of Optometry* (1965) 235 Cal.App.2d 591, 607 [45 Cal.Rptr. 512].)

Second, section 453.5 was introduced to avert what its sponsor viewed as discriminatory treatment of the very rebates here at issue, and was thereafter enacted on an urgency basis as a "clarification" of existing law. Thus, there is strong evidence that the Legislature acted with specific reference to these rebates and viewed them as included within the separate, limited category of "rate refunds." (See *Kuersteiner & Herbach, supra*, at p. 674.)

The commission's attempt to diminish the significance of the "clarification" language is not persuasive. Citing an offset case in which, prior to enactment of section 453.5, balancing account procedures were used (*San Diego Gas & Electric Co.* (July 19, 1977) Dec. No. 87639), the commission contends that the Legislature, by deeming section 453.5 a "clarification" of current law, simply intended to approve such practices. The *San Diego* case is inapposite, however, because no supplier rebates were there involved. Moreover, the timing of Senate Bill No. 604, and its deliberate omission of balancing account authority for "rate refunds," more reasonably suggest that the Legislature intended to limit, not affirm, commission discretion.

Third, though the commission argues that it may supersede tariffs at will, the term "rate refunds," as used in the statute, appears logically referable to similarly worded provisions in the 1972-1976 tariffs to the effect that the instant supplier rebates, if received, would be "refund[ed]" to customers of the utilities. It seems reasonable to assume that, in *847 enacting section 453.5, the Legislature sought to prevent the commission from denying these promised "refunds" to particular classes of customers.

Fourth, supplier rebates subject to "refund," on the one hand, and balancing account overcollections, on the other, may be logically distinguished on another ground relevant to section 453.5. The typical balancing account reflects excessive charges for the period *immediately preceding* rate adjustment. (See § 792.5; cf., *Southern Cal. Edison Co. v. Public Utilities Com.*, *supra*, 20 Cal.3d 813, 823.) Because the period of time between overcharge and rate relief is thus relatively small, such a rate adjustment, though it allocates benefits on the basis of current rather than past use of utility service, is nonetheless a fairly accurate means of doing equity to customers previously overcharged.

In contrast, supplier rebates are generally time-delayed; the sums at issue here represent overcharges occurring as far back as late 1972 or early 1973. Because, as the instant petitions demonstrate, the circumstances and identification of the customers who paid these charges may have changed radically in the intervening period, prospective relief, occurring through balancing account procedures, gives little assurance of equitable allocation. These considerations reinforce our view that the direct pro rata reimbursement formula of section 453.5 was intended to apply to the instant circumstances.

Fifth, and most fundamentally, acceptance of the premise that section 453.5 applies only when the commission chooses to call its actions "refunds" would permit the commission, by a simple *ipse dixit*, to avoid the statute in every case. That is a capricious and absurd result, and would render section 453.5 entirely superfluous. We must assume the Legislature had no such intent, but desired, instead, as fair and equitable a result as could be reached.

We are aware that the Governor, acting on commission recommendation, advised the Senate that he had signed Senate Bill No. 604 "on an opinion of the ... Commission's legal staff" that section 453.5 would not preclude the commission from "amortizing potential refunds in balancing accounts" (See Commission Investigation, Case No.

10255 (Mar. 15, 1977) Dec. No. 89106, pp. 15-16.) (4) To the extent that the Governor's disclaimer is inconsistent with the Legislature's clear purpose, however, we regard it as ineffective. As to nonappropriation measures, the California Constitution permits the Governor either to accept or *848 reject a bill in its entirety. (Cal. Const., art. IV, § 10.) From this it follows that, as we have said, he may not by qualifying his approval exercise what is in effect an "item veto." (*Lukens v. Nye* (1909) 156 Cal. 498, 503 [105 P. 593].)

Nor can we conclude that application of the rebates to future rate relief is justified on grounds that direct refunds to industrial ratepayers would constitute a windfall recovery of costs which were presumably passed on to such ratepayers' customers. Such a conclusion that the prior overcharges were passed on is inherently conjectural. In any event, the specific language and legislative history of section 453.5 suggest strongly that its provisions were intended to prevent just such discrimination against nonresidential gas users.

(2b) Within the context of the case before us, we therefore hold that the statutory term "rate refunds," as used in section 453.5, refers to prior direct rebates received by utilities from their suppliers for past overcharges, and earmarked by commission-approved tariffs for "refund" to customers. We further conclude that the commission "orders" such "refunds" to be "distributed" whenever it directs their final disposition, thereby dividing and apportioning them. (See definition of "distribute," Webster's New Internat. Dict., *supra*, at p. 660.) The construction of section 453.5 we thus adopt is reasonably inferable from the statutory language, does not impair the implementation of section 792.5, and most nearly respects the apparent statutory purpose as reflected in the public and legislative history of section 453.5.

(1b) From the foregoing, it follows that the commission exceeded its powers when it "distributed" the supplier rebates here at issue to the PG&E and SoCal balancing accounts as an off-

set to prospective rate increases, rather than adhering to the "refund" rules described in section 453.5. No other aspects of Decisions Nos. 88261 and 88751 are before us for review. The two decisions must therefore be annulled *to the extent* that they purport to dispose of the supplier rebates in violation of the statute.

We are mindful of section 453.5's admonition that the obligation to provide pro rata refunds based on past usage is limited by considerations of practicality. Therefore, we do not foreclose the commission from formulating a plan for matching refunds with the present and prior customers entitled thereto. The *general* feasibility of reimbursing many *849 such customers in strict accordance with their actual overpayments is demonstrated by past refund plans approved by the commission. (See, e.g., PG&E Gas Refund Plan No. 11 (Apr. 11, 1975) pp. 2-3, approved by Res. No. G-1734 (Apr. 29, 1975); SoCal "Proposed Plan for July 1975 Refund" (June 12, 1975) pp. 9-12, approved by Res. No. G-1772 (June 24, 1975).) The statute expressly provides that those "small residential customers," as to whom records of prior use may be difficult to retrieve, may be reimbursed on the basis of current usage. (§ 453.5, *supra*.)

Appropriate interest should, of course, be allowed on all refunded amounts, and suitable accounting adjustments made to reflect the changed disposition of the supplier rebates.

Our disposition of these cases makes it unnecessary for us to reach petitioners' additional arguments.

Decisions Nos. 88261 and 88751 are annulled insofar as they dispose of FPC-ordered supplier rebates held by PG&E and SoCal, respectively, other than as "rate refunds" to be "distributed" pursuant to section 453.5, and both matters are remanded to the commission for further proceedings consistent with our opinion. Petitioners shall recover their costs from the commission; real parties shall bear their own costs. (See rule 26(a), Cal. Rules of Court

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Bird, C. J., Mosk, J., Clark, J., Manuel, J., and
Regan, J., ^{FN*} concurred.

FN* Assigned by the Chairperson of the
Judicial Council.

NEWMAN, J.

I dissent. I have not been persuaded by either
written or oral argument (1) that "section 453.5 was
intended to apply to the instant circumstances"
(maj. opn., *ante*, at p. 847), or (2) that the section
superseded other pertinent statutes.

I regret that, because of the court's overload
and ongoing proceedings of the Commission on Ju-
dicial Performance, I am not able to allot the hours
that would be required to prepare an appropriate
dissenting opinion. (Cf. opn. of Sawyer, J., dissent-
ing, in *People v. Campbell* (1866) 30 Cal. 312, 316
) *850

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California Mfrs. Assn. v. Public Utilities Com.
24 Cal.3d 836, 598 P.2d 836, 157 Cal.Rptr. 676

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