

CITY OF HOUSTON



PUBLIC WORKS AND ENGINEERING

PLANNING &
DEVELOPMENT
DIVISION

EXECUTIVE SUMMARY

This MSD application is being submitted jointly by Riviana Foods, Inc. ("Riviana") and Turkish Products, Inc. ("Turco"). The Designated Property is located approximately 2 miles northwest of downtown Houston and consists of a total of approximately 17.95 acres of land which includes the following:

- The Riviana Property located at 1702 Taylor Street, approximately 10 acres in size.
- The Turco Property located at 1606 Henderson Street, approximately 1.4 acres in size.
- Two UPRR right-of-ways, approximately 1.83 acres in size, combined. The UPRR right-of-way, which runs along Winter Street (approximately 1.21 acres), is owned by the City of Houston but is a UPRR right-of-way by ordinance (a copy of the ordinance is included in Appendix A). The southern UPRR right-of-way (approximately 0.62 acres) is owned by UPRR, and is planned for sale to the purchaser of the Riviana Property (a copy of the deed is included in Appendix A).
- Portions of the City of Houston right-of-ways of Crockett Street, Summer Street, Sawyer Street, Taylor Street, Hemphill Street, Henderson Street, and White Street, approximately 4.72 acres in size, combined.

The Riviana Property was used for rice and grain processing from approximately 1907 through May 2011. The Riviana property has been unoccupied and inactive since May 2011. The Turco Property was used for formulating and blending industrial cleaning, detergent, and floor-coating products. Operations at the Turco Property ceased in 1987, and, since then, the property has been unoccupied and inactive.

The Riviana Property was entered into the TCEQ IOP (IOP No. 837) in August 2012. Soil sampling performed on the Riviana property in areas of environmental interest, have not identified any sources on the property, and Riviana believes that contamination on the Riviana property originated from off-site sources.

The Turco Property was entered into the TCEQ Voluntary Cleanup Program (VCP No. 709) in 1998. Various investigation and source removal activities have been completed at the Turco property. A report prepared by Roux Associates, Inc. in February 1998 indicated that underground storage tanks were removed from the property in 1984. In 1995, Turco cleaned out and removed aboveground storage tanks, a ribbon blender, and four concrete floor sumps. In February 1998,

a *Site Assessment Summary Report* was submitted by Turco to the TNRCC. This report summarized activities performed by Harding Lawson Associates and Roux Associates along with a TNRCC VCP application. In mid-1998, Turco completed waste characterization sampling of building materials at the site. Wastes were characterized and removed before demolition of some on-site structures was initiated. In September through November 1998, remaining structures at the Turco site were cleaned, demolished, and removed from the site. An Affected Property Assessment Report was prepared and submitted to TCEQ in September 2008. Upon approval of the MSD, Turco will revise and resubmit the APAR, as necessary, and pursue a final Certificate of Completion for the property.

The groundwater in the general vicinity of the Designated Property has been affected by historical releases from operations both within and outside of the Designated Property. The applicants to this MSD application, Turco and Riviana, have limited information regarding the specific sources of impacts outside of the Designated Property. However, the Designated Property is located within an area that has been in heavy industrial and commercial use for over 90 years, and numerous nearby properties have been identified that had historical industrial operations. Based on a review of Sanborn Maps dated 1924, 1950, and 1969, and information available from Environmental Data Resources, Inc. (EDR), nearby properties with potential historical sources of contamination include the following:

- The property south of and adjacent to the Riviana Property portion of the Designated Property at 1302 Winter Street and the eastern portion of the Edwards Street property (2101-2314 Edwards Street) was used as a rail car repair and reclamation facility as early as the 1920s, and were later the location of an auto repair facility. This property applied for the Texas Natural Resource Conservation Commission (TNRCC, now the Texas Commission on Environmental Quality or TCEQ) Innocent Owner/Operator Program (IOP) due to contamination on that property including petroleum hydrocarbons and chlorinated solvents. Based on a letter obtained from TCEQ files dated 22 January 2001, the request for an IOP certificate was denied, in part, by TNRCC because of the fact that “the historical uses of the property represent potential on-site sources of contamination.”
- The property south of the Designated Property at 2121 Winter Street was built in the late 1920s and was used as a warehouse facility, including the potential warehousing of chemicals. In addition, one of the former tenants of this property, Marble Industries, is identified as a historical RCRA generator of both chlorinated (including TCE) and non-chlorinated solvents. Another entity at the same address, Siegle Properties, LTD, is listed as having had a UST containing acetone.
- A furniture factory was present on a property to the east of the Designated Property (believed to be 1912 Silver Street) based on the 1950 and 1969 Sanborn Maps.
- A filling station was present at 1719 Silver Street to the east of the Designated Property based on the 1950 Sanborn Map.
- An auto repair facility was present on a property at 1301 White Street located southeast of the Designated Property based on the 1969 Sanborn Map.
- A junk yard with junk and metal storage, was present on the property at 1912 Edwards Street, southeast of the Designated Property, based on the 1969 Sanborn Map.

- The property to the southwest of the Designated Property, Johnny Franks Auto Parts, is impacted by volatile organic compounds, including both petroleum hydrocarbons and chlorinated solvents, and has gone through the TCEQ Voluntary Cleanup Program (VCP Np. 2057). A final Certificate of Completion was issued for this property in June 2009. The groundwater under portions of this property, including the portion just to the south of the Designated Property have been deed restricted to prevent the use of impacted groundwater.

Copies of the Sanborn Maps and the Executive Summary from the EDR Radius Report are provided as Attachments A and B, respectively, of the response and transmittal letter.

As part of the Turco VCP investigation, sampling on the Turco Property and a portion of the Riviana Property indicated the presence of various chemicals in soil and/or groundwater samples. Based on the heavy industrial and commercial use of the general area and numerous potential historical off-site sources of contamination, certain chemicals, were not believed to be related to historical operations, and/or were present at concentrations that were not considered significant for triggering regulatory response actions. In a letter dated 4 May 2004, TCEQ approved a focused list of chemicals of concern (COCs), and, from that point forward, samples that were collected as part of the Turco VCP process were analyzed for the focused list of COCs. The focused list of COCs includes the following 13 compounds:

- Volatile organic compounds (VOCs): benzene; chlorobenzene; 1,2-dichloroethane; cis-1,2-dichloroethene; methylene chloride; tetrachloroethene; trichloroethene; toluene; and vinyl chloride.
- Semi-volatile organic compounds (SVOCs): bis(2-chloroethyl)ether; 1,2-dichlorobenzene; 1,3-dichlorobenzene; and 1,4-dichlorobenzene.

Impacted soil has been identified in a fairly limited area within the Designated Property. As shown on Table E-1, based on the maximum reported soil concentrations, 7 of the 13 chemicals exceeded the PCLs for direct exposure (the critical PCLs in the absence of an MSD) and 11 exceeded the soil PCLs for protection of groundwater, assuming groundwater ingestion. As shown on Table E-2, of these 13 COCs, none of the maximum groundwater concentrations of these COCs exceed the non-ingestion PCLs (the PCL if an MSD is in place). Based on the most recent groundwater sample results (April 2014), 11 of the 13 chemicals have been identified in groundwater samples from one or more groundwater monitoring wells at levels exceeding residential protective concentration levels (PCLs) for direct human ingestion of groundwater ($^{GW}GW_{Ing}$). ***Based on the most recent sampling data, by implementing an MSD, groundwater concentrations will not exceed the TRRP residential non-ingestion PCLs within the Designated Property, since an MSD will eliminate the groundwater ingestion pathway. In addition, for constituents in the groundwater, that appear to have originated within the Designated Property, there will be no exceedences of the TRRP residential PCL beyond the Designated Property boundary.***

The Beaumont Formation underlies the Designated Property and consists of alternating layers of silty clays and silty sands. The unit exposed at the ground surface is high plastic clay to silty clay followed by a sand unit which makes up the affected groundwater-bearing unit (GWBU). The GWBU is underlain by a clay unit. The GWBU at the site is first encountered at a depth of approximately 20 feet below ground surface (bgs) and has a typical thickness that ranges from approximately 15 to 25 feet. Direct exposure to groundwater in this area is not a concern, since it

is not used for drinking water and does not appear to discharge to surface water. The groundwater gradient of the upper GWBU beneath the property is generally toward the west.

The existing information demonstrates that the overall affected groundwater area is delineated and stable. Although there has been some variability of the chemical concentrations within the area of affected groundwater, the majority of the chemical concentrations, have decreased over time. In addition, the presence of degradation compounds, like cis-1,2-dichloroethene and vinyl chloride, indicate that the chlorinated compounds are being naturally degraded. The chemicals identified in the groundwater have not been used within the Designated Property for over 25 years.

The vertical delineation is demonstrated by the results of samples collected from well MW-5D. This well is screened in the lower portion of the affected GWBU, within an area of groundwater containing the highest COC concentrations, and does not contain COCs above the PCLs. This demonstrates that the vertical migration is limited and defined.

The horizontal delineation is provided by samples from wells which are on the Designated Property, and indicate COC concentrations below the PCLs in the downgradient and side gradient directions. Based on the most recent data, the plume on the eastern portion of the Designated Property is fully delineated horizontally within the Designated Property. The plume on the southern portion of the Riviana property is delineated on-site and in the downgradient direction. However, since this plume appears to originate from an off-site source to the south or southeast, the upgradient edge of this plume is not delineated based on the most recent groundwater sample results.

There are 15 registered water wells located within one-half mile of the property. According to the well reports, two of the wells are listed as unused, two are listed as plugged, one is listed as industrial, one is listed as irrigation, two are listed as domestic wells, two are listed as public supply wells, one is listed as an inactive emergency supply well, three have no use reported, and one has a reported use of "other." It should be noted that the two public supply wells and the inactive emergency supply well appear to be the same well, which is owned by the City of Houston. This well is reported to be approximately 1,960 feet deep. All of the wells are screened at depths much lower than the affected GWBU at the property, and none of the wells are located in the vicinity of the affected groundwater. Based on the locations and depths of the wells within one-half mile of the property, and the demonstrated limits and stability of the area of affected groundwater, it is highly unlikely that the affected groundwater from the Designated Property could ever affect any of the reported wells that are still in existence.

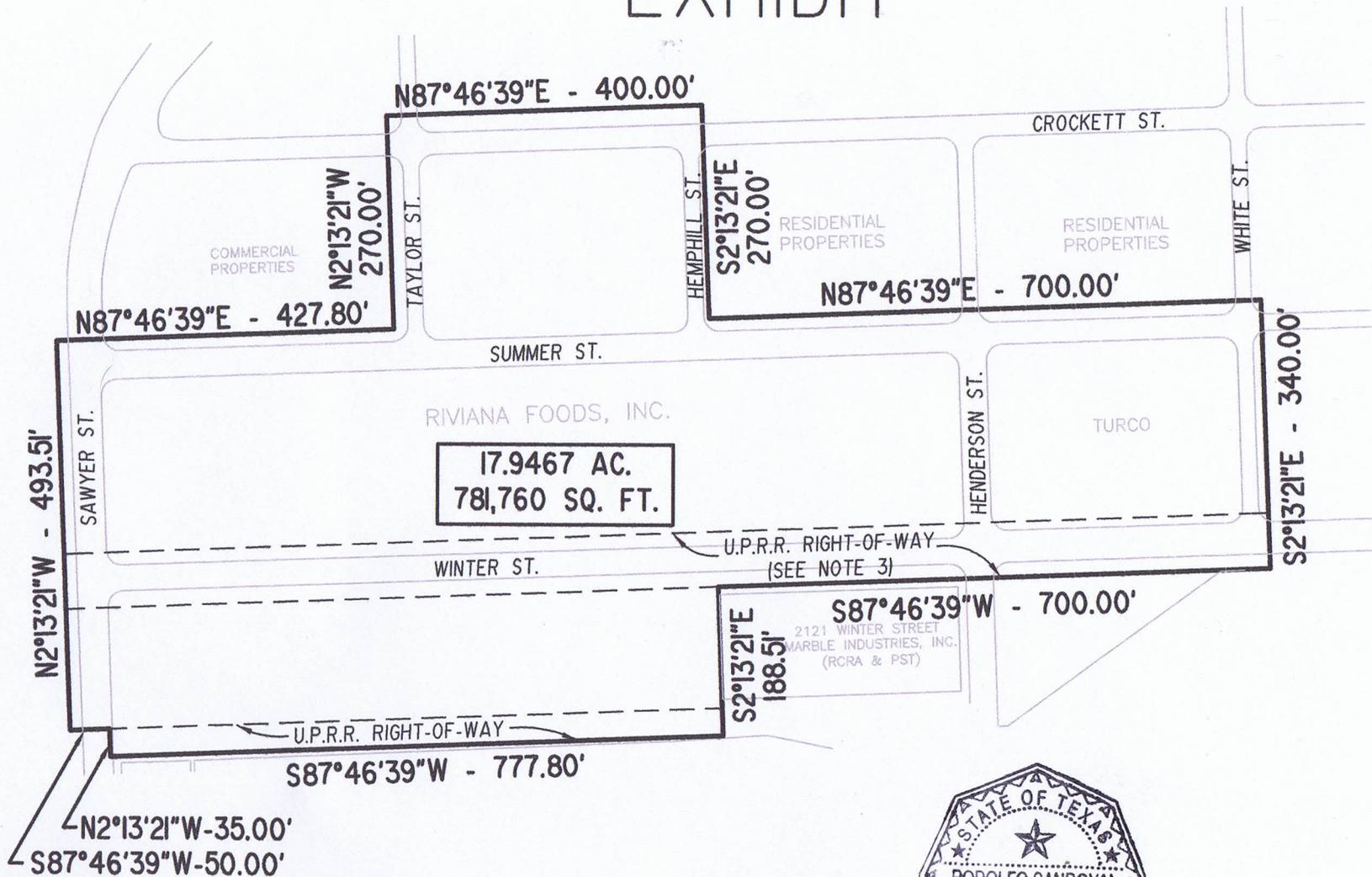
There are no municipalities within a ½ mile radius of the property other than the City of Houston. Retail public utilities located within five miles of the site include the City of Houston, and the City of West University.

Appendix A

Provide a legal description of the boundaries of the designated property, including metes and bounds, and a copy of the deed for the property. A professional surveyor currently registered with the Texas Board of Professional Surveying must certify that all property descriptions with metes and bounds are accurate.

A legal description of the Designated Property is presented as an attachment to this section.

EXHIBIT



NOTES:

1. This exhibit was prepared in conjunction with a written metes and bounds description.
2. Bearings shown on this exhibit are referenced to the Texas State Grid Coordinate System.
3. Winter Street appears to be a 70' wide public right-of-way, however, there are railroad tracks through the street that indicate Winter Street being used as a railroad right-of-way.



Rodolfo Sandoval

METES AND BOUNDS
17.9467 ACRES

Being a tract of land containing 17.9467 (781,760 square feet) of land, more or less, and being all of Lots 1 - 12 in Block 337 of the Shearn Addition, an unrecorded subdivision, and Lots 1 - 12 and tracts 13 and 14 in Block 338, Lots 1 - 12 and tract 13 in Block 345 of the Shearn Addition, Tract 5 in the John Austin Survey, Abstract 5, and Reserve "A" in Block 1 of Riviana Foods Section 1 as recorded in File Number W355376 of the Harris County Map Records, and Lots 1 - 12 in Block 322 of the Shearn Addition, and Lots 1 - 12 in Block 344, Lots 1 - 13 in Block 339 of the Shearn Addition, and Tracts 7A and 8 in the John Austin Survey, Abstract 1, a 95' x 35' tract recorded under Volume 3062, Page 213 of the Harris County Deed Records, and a called 23,844 square foot tract recorded under Volume 2993, Page 134 of the Harris County Deed Records, said 17.9467 acres also including the right-of-way of Crockett Street (70 feet wide) from the west right-of-way of Taylor Street to the east right-of-way of Hemphill Street, the right-of-way of Summer Street (70 feet wide) from the west right-of-way of Sawyer Street to the east right of White Street, the right-of-way of Winter Street (70 feet wide) from the west right-of-way of Sawyer Street to the east right-of-way of White Street, the right-of-way of Sawyer Street (50 feet wide) from the north right-of-way of Summer Street to the intersection of the west right-of-way of Sawyer Street and the projection of the south line of Block 344 of the Shearn Addition, the right-of-way of Taylor Street (50 feet wide) from the north right-of-way of Crockett Street to the south right-of-way of Summer Street, the right-of-way of Hemphill Street from the north right-of-way of Crockett Street to the south right-of-way of Summer Street and also from the north right-of-way of Winter Street to the projection of the south lines of Blocks 339 and 328 of the Shearn Addition, the right-of-way of Henderson Street (60 feet wide) from the north right-of-way of Summer Street to the south right-of-way of Winter Street, and the right-of-way of White Street from the north right-of-way of Summer Street to the south right-of-way of Winter Street, said 17.9467 acre tract being described more particularly by metes and bounds as follows;

BEGINNING at a point marking the intersection of the north right-of-way of Crockett Street and the west right-of-way of Taylor Street;

THENCE N 87 degrees 46 minutes 39 seconds E a distance of 400.00 feet along the north right-of-way of Crockett Street to a point marking the intersection of the north right-of-way of Crockett Street and the east right-of-way of Hemphill Street;

THENCE S 2 degrees 13 minutes 21 seconds E a distance of 270.00 feet along the east right-of-way of Hemphill Street to a point marking the intersection of the east right-of-way of Hemphill Street and the north right-of-way of Summer Street;

THENCE N 87 degrees 46 minutes 39 seconds E a distance of 700.00 feet along the north right-of-way of Summer Street to a point marking the intersection of the north right-of-way of Summer Street and the east right-of-way of White Street;

THENCE S 2 degrees 13 minutes 21 seconds E a distance of 340.00 feet along the east right-of-way of White Street to a point marking the intersection of the east right-of-way of White Street and the south right-of-way of Winter Street;

THENCE S 87 degrees 46 minutes 39 seconds W a distance of 700.00 feet along the south right-of-way of Winter Street to a point marking the intersection of the south right-of-way of Winter Street and the east right-of-way of Hemphill Street;

THENCE S 2 degrees 13 minutes 21 seconds E a distance of 188.51 feet along the east right-of-way of Hemphill Street to a point;

THENCE S 87 degrees 46 minutes 39 seconds W a distance of 777.80 feet along the south line of said called 23,844 square foot tract and the south line of the said 95' x 35' tract to a point on the east right-of-way of Sawyer Street;

THENCE N 2 degrees 13 minutes 21 seconds W a distance of 35.00 feet along the east right-of-way of Sawyer Street to a point;

THENCE S 87 degrees 46 minutes 39 seconds E a distance of 50.00 feet to a point on the west right-of-way of Sawyer Street;

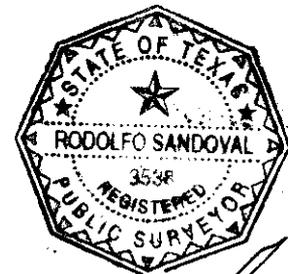
THENCE N 2 degrees 13 minutes 21 seconds W a distance of 493.51 feet along the west right-of-way of Sawyer Street to a point marking the intersection of the west right-of-way of Sawyer Street and the north right-of-way of Summer Street;

THENCE N 87 degrees 46 minutes 39 seconds E a distance of 427.80 feet along the north right-of-way of Summer Street to a point marking the intersection of the north right-of-way of Summer Street and the west right-of-way of Taylor Street;

THENCE N 2 degrees 13 minutes 21 seconds W a distance of 270.00 feet along the west right-of-way of Taylor Street to the POINT OF BEGINNING of the herein described tract containing 17.9467 (781,760 square feet) of land, more or less.

NOTES:

1. This metes and bounds description was prepared in conjunction with a drawing exhibit.
2. Bearings shown on this written description are referenced to the Texas State Grid Coordinate System.



Rodolfo Sandoval

State of Delaware

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Handwritten initials

Office of Secretary of State

I, ELISHA C. DUKES, Secretary of State of the State of Delaware, do hereby certify that the Certificate of Incorporation of the "CHAMPION RICE MILLING COMPANY", was received and filed in this office the twenty-ninth day of April, A.D. 1946, at 10 o'clock A.M.;

And I do hereby further certify that the said "CHAMPION RICE MILLING COMPANY", filed a Certificate of Amendment of Certificate of Incorporation, changing its corporate title to "RIVER BRAND RICE MILLS, INC.", on the twenty-second day of June, A.D. 1946, at 9 o'clock A.M.;

And I do hereby further certify that the said "RIVER BRAND RICE MILLS, INC.", filed a Certificate of Reduction of Capital on the seventeenth day of May, A.D. 1951, at 10 o'clock A.M.;

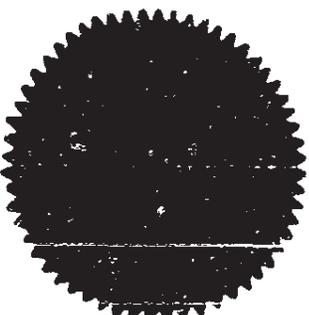
And I do hereby further certify that the said "RIVER BRAND RICE MILLS, INC.", filed a Certificate of Amendment, changing its corporate title to "RIVIANA FOODS INC.", on the fifteenth day of July, A.D. 1965, at 11:30 o'clock A.M.;

And I do hereby further certify that the aforesaid Certificates are the only Certificates on record of the aforesaid Corporation;

And I do hereby further certify that the Annual Reports have all been filed to date;

And I do hereby further certify that the aforesaid Corporation is duly incorporated under the laws of the State of Delaware and is in good standing and has a legal corporate existence not having been cancelled or dissolved so far as the records of this office show and is duly authorize^d to transact business.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dover, this seventeenth day of September in the year of our Lord one thousand nine hundred and sixty-five.



Elisha C. Dukes

Secretary of State

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RETURN TO
AMERICAN TITLE COMPANY
HARRIS COUNTY, TEXAS

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FILED RECORDS

C160515 THE STATE OF TEXAS }
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS: 6071 PAGE 12

GENERAL WARRANTY DEED

038-21-1003

That we, John H. Modos and wife, Belma C. Modos, hereinafter termed "Grantors"; for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable

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consideration to us in hand paid by Riviana Foods Inc., a Delaware corporation, hereinafter termed "Grantee", the receipt and sufficiency of which are hereby acknowledged, have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto the said Riviana Foods Inc., all that certain lot, tract or parcel of land, together with all improvements thereon, situated, lying and being in the County of Harris, State of Texas, more particularly described as follows, to-wit:

Lot Three (3) and Four (4) in Block Three Hundred Twenty Nine (329) of SHEARN ADDITION to the City of Houston, In Harris County, Texas.

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TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Riviana Foods Inc., its successors and assigns forever; and the Grantors do hereby bind themselves, their heirs, executors and administrators to WARRANT and forever defend all and singular the said premises unto the said Riviana Foods Inc., its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes against the above described property for the year 1965 have been prorated between Grantors and Grantee as of the date of delivery of this Deed, and shall be paid by Grantee when the same become due and payable.

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DEED RECORDS

Vol 6019 PAGE 247

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

035-28-0255

That W. R. ARCHER, INC., a Texas corporation (the "Grantor"), for and in consideration of the sum of Ten Dollars (\$10), all cash to it in hand paid by Riviana Foods Inc., a Delaware corporation, (the "Grantee"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto the said Grantee all that certain tract or parcel of land, together with all buildings and other improvements thereon, in Houston, Harris County, Texas, more particularly described as follows:

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COMMENCING at a 3/4 inch iron pipe set at the Southeast corner of the intersection of Sawyer Street (70 feet in width) and Summer Street (70 feet in width);

THENCE East with the South line of Summer Street, a distance of 402.8 feet to a 3/4 inch iron pipe, being the Northeast corner of a tract described in a quitclaim from the City of Houston to South Texas Grain Co., dated September 9, 1918, of record in Vol. 406, Page 574 of the Deed Records of Harris County, Texas;

THENCE South along the ^{East} ~~South~~ line of the tract described in said quitclaim from the City of Houston to South Texas Grain Co., a distance of 200 feet to a 3/4 inch iron pipe;

THENCE West along the North line of Winter Street (70 feet in width), a distance of 307.8 feet to a 3/4 inch iron pipe;

THENCE South, a distance of 14.66 feet to a

THENCE South 89° 56' West along the North line of Winter Street at a point where such street narrows to a width of 50 feet, a distance of 95 feet to a 3/4 inch iron pipe;

THENCE North 214.77 feet along the East line of Sawyer Street to a 3/4 inch iron pipe, being the PLACE OF BEGINNING and being the same property conveyed as Tract 1 in that certain Deed from Briterman Holding Corporation of Texas to South Texas Feed Company, dated May 1, 1943, of record in Vol. 1273, Page 57, Deed Records of Harris County, Texas.

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DEED RECORDS

THE STATE OF TEXAS \$

022-40-0877

VOL 5776 PAGE 495

COUNTY OF HARRIS \$

KNOW ALL MEN BY THESE PRESENTS: That I, Pauline

Kocurek Silber, joined by my husband, Fritz W. Silber, of

Harris County, Texas, for and in consideration of the sum of

Ten Dollars (\$10.00) cash and other valuable considerations

to me in hand paid by River Brand Rice Mills, Inc., the re- 116

ceipt of which is hereby acknowledged, have GRANTED, SOLD

and CONVEYED and by these presents do GRANT, SELL and CON-

VEY unto the said River Brand Rice Mills, Inc., a corporation,

the following described property, to-wit:

Lot Eight (8) in Block Three Hundred Thirty-
Seven (337) of SHEARN ADDITION to the City of
Houston, in Harris County, Texas, commonly
known as 2203 Crockett Street. D

TO HAVE AND TO HOLD the above described property,
together with all and singular the rights and appurtenances

thereto in anywise belonging unto the said River Brand Rice

Mills, Inc., its successors and assigns, forever; and the

said Grantors do hereby bind themselves, their heirs and ad-

ministrators, to warrant and forever defend, all and singu-

lar, the said premises unto the said Grantee, its successors

and assigns, against every person whomsoever lawfully claim-

ing or to claim the same or any part thereof.

Grantee agrees to pay all ad valorem taxes beginning

with 1965.

EXECUTED this the 7th day of January, 1965.



Pauline Kocurek Silber
Pauline Kocurek Silber

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Fritz W. Silber
Fritz W. Silber

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THE STATE OF TEXAS §
COUNTY OF HARRIS §

014-31-0168

DEED RECORDS
VOL 5616 PAGE 94

KNOW ALL MEN BY THESE PRESENTS: That Texas

National Bank of Commerce of Houston, Trustee, for a valuable consideration to it moving, the receipt and sufficiency whereof is hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto River Brand Rice Mills, Inc., a corporation with a place of business in Houston, Harris County, Texas, the following described property, to-wit:

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Lot Nine (9) in Block Three Hundred Thirty-Seven (337) of SHEARN ADDITION to the City of Houston in Harris County, Texas.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said River Brand Rice Mills, Inc., its successors and assigns, forever; and the said Grantor does by these presents bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said River Brand Rice Mills, Inc., its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under it.

Grantor herein took title to the above described property in the deed from Joseph T. Montalbano and wife, Angela Magglo Montalbano, dated April 20, 1964, and recorded in Volume 5493, Page 344 of the Deed Records of Harris County, Texas, as Trustee for the Grantee herein and has held title in trust for such Grantee, and this deed is executed and delivered for the purpose of placing the legal and equitable title to said property in said River Brand Rice Mills, Inc.

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THE STATE OF TEXAS)
COUNTY OF HARRIS)

FILM CODE DEED RECORDS
099-01-0965 VOL 5310 PAGE 169

KNOW ALL MEN BY THESE PRESENTS: That I, Sam Feldt, Trustee, of Harris County, Texas, for a valuable consideration to me moving, the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto River Brand Rice Mills, Inc., a Texas corporation domiciled in Houston, Harris County, Texas, the following described property, to-wit:

179

Lot Seven (7), in Block Three Hundred Thirty-Seven (337) of SHEARN ADDITION to the City of Houston, in Harris County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said River Brand Rice Mills, Inc., its successors and assigns, forever; and the said Grantor does hereby bind himself, his heirs and administrators, to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes for the year 1963 are assumed by Grantee.

The property conveyed hereby was conveyed to Grantor by Willie Van Thornton, Eva Thornton Orr and Alberta Thornton Faltesex, Independent Executor and Executrices of the Estate of Mrs. Ollie Thornton, Deceased by deed dated October 14, 1963, and as Grantee in such deed Sam Feldt was acting as Trustee for River Brand Rice Mills, Inc., which corporation furnished all of the purchase money funds to buy said property and this deed is executed and delivered by Sam Feldt, Trustee, for the purpose of carrying out his trust and of placing the

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THE STATE OF TEXAS |
COUNTY OF HARRIS |

091-06-0635
KNOW ALL MEN BY THESE PRESENTS:

DEED RECORDS
V. 5161 P. 317

102

That the City of Houston, a municipal corporation in Harris County, Texas, acting by and through its officers hereunto duly authorized by ordinance of its City Council, for and in consideration of Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars, the receipt of which is hereby acknowledged, has BARGAINED, SOLD, RELEASED and forever quitclaimed and does by these presents BARGAIN, SELL, RELEASE and forever quitclaim unto River Brand Rice Mills, Inc., a corporation, hereinafter referred to as "Grantee", all right, title, claim and/or interest in and to the following described tract of land located in Houston, Harris County, Texas, and described as follows, to-wit:

179

A parcel or tract of land, containing 10,000 square feet, more or less, being a portion of Hemphill Street, 50 feet wide, between Blocks 329 and 338 of Shearn Addition to the City of Houston, North Side Buffalo Bayou, out of the John Austin Survey in Houston, Harris County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point, the southeast corner of the aforesaid Block 338 at the northwest intersection of Hemphill Street and Winter Street;

THENCE North along the east line of said Block 338 being the west line of Hemphill Street, a distance of 200 feet to a point, the northeast corner of said Block 338 at the southwest intersection of Hemphill Street and Summer Street;

THENCE East along the south line of Summer Street, a distance of 50 feet to a point, the northwest corner of the aforesaid Block 329 at the southeast intersection of Hemphill Street, and Summer Street;

THENCE South along the west line of said Block 329 being the east line of Hemphill Street, a distance of 200 feet to a point, the southwest corner of said Block 329 at the northeast intersection of Hemphill Street and Winter Street;

THENCE West along the north line of Winter Street, a distance of 50 feet to the PLACE OF BEGINNING.

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COUNTY OF TEXAS

6 JUN 19 1963

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THE STATE OF TEXAS }
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COUNTY OF HARRIS }

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THAT WE, HERBERT L. WITT and wife, ESTELLA WITT, of Kerr County, Texas; MINNIE WITT REPP and husband, ARTHUR G. REPP, of St. Louis County, Missouri; FREDERICK W. WITT and wife, AVIS B. WITT, of Harris County, Texas; and DOROTHY L. WITT, feme sole, of Harris County, Texas; for the in consideration of the sum of TEN AND NO/100 DOLLARS (\$1000) and other good and valuable consideration to us in hand paid by RIVER BRAND RICE MILLS, INC., the receipt and sufficiency of which are hereby acknowledged and confessed, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said RIVER BRAND RICE MILLS, INC., of the County of Harris, State of Texas, all those certain tracts, parcels or lots of land, together with all improvements thereon, lying and being situated in the County of Harris, State of Texas, described as follows:

Lots Five (5) and Six (6) in Block Three Hundred Twenty Nine (329) of SHEARN ADDITION to the City of Houston in Harris County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said RIVER BRAND RICE MILLS, INC., its successors and assigns forever; and we do hereby bind ourselves, our heirs, executives and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises UNTO the said RIVER BRAND RICE MILLS, INC., its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except taxes for the current year, which have been prorated as of the date hereof and are assumed by the Grantee.

EXECUTED THIS 17th day of May, 1963.

Herbert L. Witt
HERBERT L. WITT

Estella Witt
ESTELLA WITT



RECORDS
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089-20-0347
FILM CODE

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THE STATE OF TEXAS) FILM CODE DEED RECORDS
COUNTY OF HARRIS) 086-04-0265 VOL 5059 PAGE 75

KNOW ALL MEN BY THESE PRESENTS: That we, Marguerite Sauer, a widow, individually and as Executrix of the Will of Albert Roy, Deceased, and Mattie Belle Moran, a widow, both of Harris County, Texas, for and in consideration of the sum of SIX THOUSAND DOLLARS (\$6,000.00) cash to us in hand paid by River Brand Rice Mills, Inc. the receipt and sufficiency whereof is hereby acknowledged, have GRANTED, SOLD and CONVEYED and by these do GRANT, SELL and CONVEY unto the said River Brand Rice Mills, Inc., a Texas corporation domiciled in Houston, Harris County, Texas, the following described property, to-wit:

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Lot Four (4) in Block Three Hundred Thirty-Seven (337) of SHEARN ADDITION to the City of Houston, on the North Side of Buffalo Bayou in Harris County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said River Brand Rice Mills, Inc., its successors and assigns, forever; and the said Grantors do hereby bind themselves, their heirs and administrators, to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Ad valorem taxes against the above described property for the year 1963 have been prorated between Grantors and Grantee and shall be paid by Grantee when same become due and payable.

EXECUTED this 14th day of March, 1963.



Marguerite Sauer
Marguerite Sauer, a widow,
individually and as Executrix
of the Will of Albert Roy,
Deceased.

Mattie Belle Moran
Mattie Belle Moran, widow.



1572191

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That, UNCLE JOHNNY MILLS, a Texas corporation with its principal place of business in the City of Houston, Harris County, Texas, acting herein by and through its hereunto duly authorized officers, hereinafter termed "Grantor", for and in consideration of the execution and delivery of that certain deed of even date herewith executed by River Brand Rice Mills, Inc., to the Grantor herein covering and describing that certain 8.169 acre tract of land out of the John Reinerman Survey, City of Houston, Harris County, Texas, (to which deed reference is here made for further description of said 8.169 acre tract of land), the receipt and sufficiency of which consideration are hereby confessed and acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the said RIVER BRAND RICE MILLS, INC., a Delaware corporation, hereinafter termed "Grantee", all of the following described property in Harris County, Texas, to-wit:

75,108.69 square feet of land in the John Austin Two League Grant in the City of Houston, Harris County, Texas, and being all of Block 344 and part of Block 339 of Shearn Addition, and that part of Taylor Street lying between Blocks 339 and 344, and a portion of that certain 95 feet by 175 foot tract deeded by A. C. Burton to South Texas Grain Co., by deed recorded in Vol. 231, Page 238 of Harris County, Deed Records.

BEGINNING at a 3/4 inch iron pipe at the southwest corner of Block 344 of Shearn Addition and the northwest corner of a 20-acre tract now owned by T. & N.O. R.R. Co., said 20-acre tract being the same 20 acres deeded by J. C. Baldwin to H. & T. C. R.R. Co., by deed recorded in Volume 122, Page 633 of Harris County Deed Records. Said beginning point also being the northeast corner of a 35 by 95 foot tract deeded by Uncle Johnny Mills to T. & N.O. R.R. Co., by deed recorded in Volume 3027, Page 637 of Harris County Deed Records, and in the east line of a 95 by 175 foot tract deeded by A. C. Burton to South Texas Grain Co., by deed recorded in Volume 231, Page 238 of Harris County Deed Records;

THENCE West along the north line of said 35 by 95 foot tract 95.0 feet to a 3/4 inch iron pipe at its northwest corner on the west line of said 95 by 175 foot tract and on the east line of Sawyer Street;

THENCE North along the east line of Sawyer Street and the

1532589

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Branton Anderson Durden and Bernice Johannah Durden, husband and wife, of Liberty County, Texas, for and in consideration of the sum of Ten ~~and~~ No/100 Dollars (\$10.00) and other good and valuable consideration, in hand received, and the premises contained herein, do grant, sell and convey unto River Brand Rice Mills, Inc., a corporation, the following described property, to-wit:

Lot Eleven (11) in Block Three Hundred Thirty Seven (337) of Shearn Addition to the City of Houston in Harris County, Texas.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said River Brand Rice Mills, Inc., its successors and assigns forever, and we, the said Branton Anderson Durden and Bernice Johannah Durden, do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said River Brand Rice Mills, Inc., its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, except as against those restrictions as appear of record.

EXECUTED this 21st day of December, 1955.



Branton Anderson Durden
Branton Anderson Durden
Bernice Johannah Durden
Bernice Johannah Durden

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Branton Anderson Durden, and wife

112
132

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ROY HOFHEINZ and M. H. WESTERMAN, Mayor and City Secretary, respectively, of the CITY OF HOUSTON, a municipal corporation, known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacities therein stated, and as the act and deed of the CITY OF HOUSTON, a municipal corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of April, A. D. 1955.



Fay Evelyn Wilson
Notary Public in and for
Harris County, Texas

Filed for Record July 26, 1955 at 2:40 o'clock P.M.

Recorded Sept. 26, 1955 at 11:21 o'clock A.M.

W. D. MILLER, Clerk County Court, Harris County, Texas

By Lorna M. Samick Deputy

1461163

THE STATE OF TEXAS,
COUNTY OF HARRIS.

Know All Men by These Presents:

THAT UNCLE JOHNNY MILLS, a corporation, acting herein by and through its duly authorized officers,

of the County of Harris State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it in hand paid by RIVER BRAND RICE MILLS, the receipt and sufficiency of which are hereby acknowledged and confessed;

has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto the said RIVER BRAND RICE MILLS, a corporation,

of the County of Harris State of Texas, all that certain lot, tract or parcel of land, together with all improvements thereon, lying and being situated in the County of Harris, State of Texas, described as follows:

The East 242.14 feet of the South 25 feet of Block 339 of SHEARN ADDITION, NSBB of the City of Houston, in Harris County, Texas, and being more fully described as follows:

BEGINNING at the Southeast corner of said Block 339;

THENCE North along the East line of said Block 339 (the West line of Hemphill Street) 25 feet to a 3/4 inch square rod marking the Southeast corner of that 242.14 feet by 128.62 foot tract out of Block 339, described in deed from UNCLE JOHNNY MILLS to RIVER BRAND RICE COMPANY, DATED May 12, 1954, and recorded in Vol. 2764 Page 703 of the Deed Records of Harris County, Texas.

THENCE West, along the South line of said RIVER BRAND RICE COMPANY tract recorded in Vol. 2764 Page 703 of the Deed Records, 242.14 feet to a 3/4 inch square rod marking the Southwest corner of said tract;

THENCE South 25 feet to the South line of Block 339;

THENCE East 242.14 feet along the South line of said Block 339 to the PLACE OF BEGINNING; and being the East 242.14 feet of that certain tract described in easement deed from UNCLE JOHNNY MILLS

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That I, J. F. MONTALBANO, of Houston, Harris County, Texas, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations to me in hand this day paid in cash by RIVER BRAND RICE MILLS, INC., the receipt and adequacy of which is hereby acknowledged, have granted, sold, and conveyed, and by these presents do grant, sell, and convey unto the said RIVER BRAND RICE MILLS, INC., a corporation organized under the laws of the State of Delaware, and having its principal office in Houston, Harris County, Texas, all those certain tracts and parcels of land located in Houston, Harris County, Texas, described more specifically as follows:

Lots Nos. 1, 2, and 3, in Block No. 337 of Shearn Addition to the City of Houston, Harris County, Texas, on the North side of Buffalo Bayou, and being the same property conveyed to J. F. Montalbano by Mrs. Emma H. Gates and Miss Gussie Howard, by deed dated June 12, 1939, and recorded in Vol. 1128, Page 802, of the Deed Records of Harris County, Texas, to which deed and its record reference is here made.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said RIVER BRAND RICE MILLS, INC., its successors and assigns, forever. And I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said RIVER BRAND RICE MILLS, INC., its successors and assigns, against every person



33202

GENERAL WARRANTY DEED

THE STATE OF TEXAS ()
COUNTY OF HARRIS () KNOW ALL MEN BY THESE PRESENTS:

That PFEFFER RICE MILLING COMPANY, INC., a Texas corporation, with an office in the City of Houston, Texas (herein called GRANTOR), for and in consideration of the sum of Ten and no/100 (\$10) Dollars, and other good and valuable considerations, in hand paid by CHAMPION RICE MILLING COMPANY, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL, and CONVEY unto the said CHAMPION RICE MILLING COMPANY, a Delaware corporation, with an office in the City of Houston, Texas (hereinafter called GRANTEE), the following described property situated in Harris County, Texas, to-wit:

(1) All of Block No. Three Hundred Thirty-Eight (338) in the SHEARN ADDITION, to the City of Houston, in Harris County, Texas, bounded by Winter, Summer, Hemphill and Taylor Streets, out of the John Austin League.

(2) All that certain tract or parcel of land formerly constituting the East 1/2 of Taylor Street, lying between Summer Street and Winter Street, in the City of Houston, Texas, described by metes and bounds as follows, to-wit:

BEGINNING at the southwest corner of Block No. 338 Shearn Addition to the City of Houston, Harris County, Texas, North side of Buffalo Bayou, which is on the East line of Taylor Street, at its intersection with the North Line of Winter Street;

THENCE in a northerly direction a distance of 200 feet along the West line of said Block No. 338 Shearn Addition, which is the East line of Taylor Street to the Northwest corner of said Block No. 338, at its intersection with the south line of Summer Street;

298384 12B

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. Reviewed 1-1-76.
To select the proper form, fill in blank spaces, strike out form provisions or
insert special terms constitutes the practice of law. No "standard form" can
meet all requirements.

029-78-1180

K264423

QUITCLAIM DEED

10/28/85 0:192423 K264423 \$ 25.00

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That TP Industrial, Inc., a California corporation, formerly Purex Corpora-
tion, a California corporation, formerly Purex Corporation, Ltd., a
California corporation, formerly Turco Products, Inc., a California Corpora-
tion, by way of merger
of the County of Los Angeles, State of California, for and

in consideration of the sum of One DOLLAR

in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, have QUIT-
CLAIMED, and by these presents do QUITCLAIM unto Turco Products, Inc., a
Delaware corporation

County of New Castle, State of Delaware, all of its right,

title and interest in and to the following described real property situated in Harris County,

Texas, to-wit:

See legal description attached hereto as Exhibit A.

FILED
Oct 28 9 58 AM 1985
HARRIS COUNTY TEXAS

TO HAVE AND TO HOLD all of its right, title and interest in and to the above described property
and premises unto the said grantee, its heirs and assigns forever, so that neither it nor
its heirs, legal representatives or assigns shall have, claim or demand any right or title to the
aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this

1st day of

August

, A. D. 19 85.

TP INDUSTRIAL, INC. successor in interest to
Turco Products, Inc., by way of merger

by C. X. Culwell V.P.

by Myrtle Cooper V.P. and Secy.

5/1

THE STATE OF TEXAS)
 COUNTY OF HARRIS)

1520634
 + KNOW ALL MEN BY THESE PRESENTS:

THAT, Uncle Johnny Mills, a corporation, for and in consideration of the sum of Ten & 00/100 dollars (\$10.00) and other good and valuable considerations, to it in hand paid by Texas and New Orleans Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Texas, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said Texas and New Orleans Railroad Company, all that certain tract or parcel of land lying and being situated in Lot Twenty (20), Block Three (3), of the Hollingsworth Subdivision, in the John Austin 2 League Grant, in Houston, Harris County, Texas, and being more particularly described, as follows, to-wit:

Beginning at the Northwest corner of a 1.2 acres tract of land conveyed by Beatrice M. Burton, et al., to H. G. J. Frank, by deed recorded in Volume 1437, Page 94, of the Deed Records of Harris County, Texas, said corner being also in the east line of Sawyer Street;

Thence North 0°13' West along the east line of Sawyer Street, a distance of fifteen and 8/10 feet (15.8') to the northwest corner of the tract of land herein described, said corner being South 0°13' East, one hundred fifty nine and 2/10 feet (159.2') from the northwest corner of a ninety five foot (95') by one hundred seventy five foot (175') tract of land conveyed by Arthur C. Burton to South Texas Grain Company by deed recorded in Volume 231, Page 238, of said Deed Records;

Thence North 89°47' East, a distance of ninety five feet (95') to the northwest corner of a 20 acre tract of land conveyed by J. C. Baldwin to Houston & Texas Central Railroad Company, by deed recorded in Volume 122, Page 633, of the Deed Records of Harris County, Texas;

Thence South 0°13' East along the West line of said 20 acre tract, a distance of thirty five feet (35') to the southeast corner, of the tract of land herein described;

Thence South 89°47' West, a distance of ninety five feet (95') to the east line of Sawyer Street for the southwest corner of the tract of land herein described;

Thence North 0°13' West along the east line of Sawyer Street, a distance of nineteen and 2/10 feet (19.2') to the place of beginning and containing 3322 square feet of land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Texas and New Orleans Railroad Company, its successors and assigns forever. And Uncle Johnny Mills does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the said premises unto the said Texas and New Orleans

Railroad Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN TESTIMONY WHEREOF, Uncle Johnny Mills, has caused these presents to be executed by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, on this the 30th day of September, A. D. 1955.

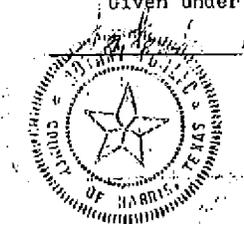


Uncle Johnny Mills, a corporation,
BY L. F. Van Stone
President

THE STATE OF TEXAS)
 +
COUNTY OF HARRIS)

Before me, the undersigned, a Notary Public, in and for Harris County, Texas, on this day personally appeared L. F. Van Stone, President of Uncle Johnny Mills, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and considerations therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 26 day of _____ A. D. 1955.



L. F. Van Stone
Notary Public

Notary Public, in and for Harris County, Texas.



STATE OF TEXAS
COUNTY OF HARRIS

I, W. D. MILLER, CLERK COUNTY COURT OF HARRIS COUNTY, TEXAS,
do hereby certify that the above and foregoing Instrument with its
certificate of authentication was filed for registration in my office
Sept. 23, 1955 at 1:00 o'clock P.M. and duly
recorded on Nov. 8, 1955 at 1:18 o'clock P.M. in
Vol. 3027, Page 637 of record of Deeds for said County.

WITNESS my hand and seal of office, at Houston, the
day and date last above written.

W. D. MILLER, CLERK
Clerk County Court, Harris County, Texas.
By *[Signature]*

Re-Filed for Record.

Nov. 25, 1955

at 11:45 o'clock A.M.

Recorded

Dec. 16, 1955

at 2:48 o'clock P.M.

W. D. MILLER, Clerk County Court Harris County, Texas

By *[Signature]* Deputy

Certificate of Assignment
1520635

THE STATE OF TEXAS
COUNTY OF HARRIS

Number 4633

KNOW ALL MEN BY THESE PRESENTS:

That BROOKSIDE MEMORIAL PARK, a corporation organized under the laws of the State of Texas and
domiciled in Harris County, Texas, for and in consideration of the sum of

ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS (\$ 1.00)

to it in hand paid, the receipt of which is hereby acknowledged, has sold and assigned and by these presents does
hereby sell and assign unto

JAMES W. HEASLET

of the County of _____ State of TEXAS, called grantee,
whether one or more, the exclusive right of sepulture, subject to the conditions, reservations and restrictions herein-
after contained, in the following described property, to-wit:

ALL FOUR (4) SPACES OF LOT TWO HUNDRED THIRTY EIGHT (238)

IN SECTION FIFTEEN (15)

of BROOKSIDE MEMORIAL PARK, Harris County, Texas, as per plat of said cemetery recorded in the map records
of Harris County, Texas.

TO HAVE AND TO HOLD the said exclusive right of sepulture in and to the above described premises, together
with all and singular the rights and appurtenances thereto in anywise belonging and usually accompanying such right
of sepulture, subject to the conditions, reservations and restrictions hereinafter mentioned, unto the said grantee, his
heirs and assigns forever.

BROOKSIDE MEMORIAL PARK does hereby bind itself and its successors in interest to warrant and forever
defend the exclusive right of sepulture in and to the said premises unto the said grantee, his heirs and assigns, against
every person whomsoever lawfully claiming or to claim the same or any part thereof.

This sale and assignment is made subject to the printed rules and regulations of BROOKSIDE MEMORIAL
PARK and all subsequent amendments, which are specifically referred to and made a part hereof and which are always
on file and accessible to grantee; all of which are binding upon the grantee, his heirs and assigns and all persons holding
under this assignment.

BROOKSIDE MEMORIAL PARK hereby covenants for itself and its successors in interest that it will set
aside and maintain in a PERPETUAL CARE FUND an amount in accordance with the laws of the State of Texas
for the perpetual care and maintenance of BROOKSIDE MEMORIAL PARK.

IN WITNESS WHEREOF said BROOKSIDE MEMORIAL PARK has caused this instrument to be executed by
its duly authorized officers and its corporate seal hereunto affixed this 12th day of October, 1955

Attest *[Signature]*
Secretary

BROOKSIDE MEMORIAL PARK
By *[Signature]*

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared _____
President of the Brookside Memorial Park, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument
and acknowledged to me that he executed the same for the purposes and considerations therein expressed. In the presence of _____
the act of said corporation.

GIVEN UNDER my hand and seal this 12th day of October

[Signature]
Notary Public
Harris County, Texas

AN ORDINANCE VACATING, CLOSING AND ABANDONING AN UNNAMED STREET BETWEEN HEMPHILL AND SAWYER STREETS, ONE BLOCK SOUTH OF AND PARALLEL WITH WINTER STREET; AUTHORIZING THE EXECUTION BY THE CITY OF HOUSTON OF A QUITCLAIM DEED TO UNCLE JOHNNY MILLS FOR THE NORTHERLY 21,509 SQUARE FEET THEREOF FOR A NOMINAL CONSIDERATION; AUTHORIZING THE EXECUTION BY THE CITY OF HOUSTON OF A QUITCLAIM DEED TO TEXAS & NEW ORLEANS RAILROAD COMPANY FOR THE SOUTHERLY 23,804 SQUARE FEET FOR A NOMINAL CONSIDERATION; APPROVING THE FORM OF DEEDS DRAWN BY THE LEGAL DEPARTMENT; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. That the unnamed street between Hemphill and Sawyer Streets one block south of and parallel with Winter Street, being approximately 750-feet by 60-feet be and the same is hereby vacated, closed and abandoned since the same has never been open on the ground, has never been, and is not now being used for public purposes; and since all of the abutting owners have requested such vacation. Said abandoned area is outlined in blue and red on City of Houston Department of Public Works Drawing No. 6526, attached hereto for reference only.

Section 2. Be it further ordained that the Mayor of the City of Houston be and he is hereby authorized to execute and the City Secretary to attest for and on behalf of the City of Houston a quitclaim deed to Uncle Johnny Mills, a corporation, for the northerly 19,688 square feet and most westerly 1,821 square feet, portions of said hereinabove abandoned, for a nominal consideration in a form approved by the Legal Department, a copy of which is attached hereto for reference and which covers 19,688 square feet heretofore conveyed to the City of Houston by Uncle Johnny Mills by deed recorded in Volume 2425, Page 702, Deed Records Harris County, Texas; and also 1,821 square feet conveyed to the City of Houston by H. O. J. Frank and wife, Theresa M. Frank by deed recorded in Volume 2425, Page 700, Deed Records Harris County, Texas.

Be it further ordained that the Mayor of the City of Houston be and he is hereby authorized to execute and the City Secretary to attest for and on behalf of the City of Houston a quitclaim deed to Texas & New Orleans Railroad Company for the southerly 23,804 square feet of said portion of said street hereinbefore abandoned for a nominal consideration in a form approved by the Legal Department, a copy of which is attached hereto for reference said property being the same land conveyed to the City of Houston by Texas & New Orleans Railroad Company by deed recorded in Volume 2425, Page 704, Deed Records Harris County, Texas.

Section 3. There exists a public emergency requiring that this ordinance be passed finally on the date of its introduction, and the Mayor having in writing declared the existence of such emergency and requested such passage, this ordinance shall be passed finally on the date of its introduction, this 13th day of April, 1955, and shall take effect immediately upon its passage and approval by the Mayor.

Passed this 13th day of April, A.D. 1955.

Approved this 13th day of April, A.D. 1955.

/s/ Roy Hofheinz

Mayor of the City of Houston

* * *

I, M.H. WESTERMAN, City Secretary of the City of Houston, Texas, do hereby certify that the within and foregoing is a true and correct copy of Ordinance No. 1280, passed by the City Council and approved by the Mayor of said City on the 13th day of April, 1955, as the same appears in the records in my office.

WITNESS my hand and the Seal of said City this 15th day of April, A.D. 1955.

M.H. Westerman
City Secretary of the City of Houston



Filed for Record July 26, 1955, at 3:40 o'clock P.M.
Recorded Sept. 26, 1955, at 11:27 o'clock A.M.
W. D. MILLER, Clerk County Court, Harris County, Texas
By Donna M. Danisch Deputy

Handwritten signature

*Ordinance from
City of Houston*

City of Houston

*Houston, Texas on
April 1st 1901*

City of Houston

City of Houston

Handwritten marks

Handwritten mark

... AT GALVESTON, HARRISBURG, HARRISBURG & SAN ANTONIO RAILROAD COMPANY ...
... TO BE CONSIDERED AS A PART OF WILSON STREET ...
... THE INTERSECTION WITH SILVER STREET IN THE CITY OF HOUSTON ...
... AND TO OPERATE ITS TRAINS, ENGINES AND CARS UPON SAID TRACK ...
... SUBJECT TO THE TERMS AND CONDITIONS UPON WHICH THE SAID TRACK ...
... IS CONSTRUCTED AND MAINTAINED.

Section I. That the right is hereby granted to the Galveston, Harrisburg & San Antonio Railroad Company to construct and operate a railway track upon and along a part of Winter Street ...

beginning on the Galveston, Harrisburg & San Antonio Railroad Company's main track in Silver Street 100 feet west of the ...
... on a reverse curve along Winter Street and across Silver Street to ...
... a point near the Northeast corner of Block 312, thence along Winter ...
... Street parallel with the North side of said Block 312 to the North- ...
... west corner of said Block 312, as shown by solid red line on blue- ...
... print here attached and made a part hereof.

Section II. That the said Galveston, Harrisburg & San Antonio Railroad Company is hereby granted the right to operate its trains, engines and cars upon the said track when constructed as hereinafter provided.

Section III. That said track shall be so constructed and main-
tained, and said trains, engines and cars shall be so operated as
not to interfere with the public travel upon or along or across the
said streets or to interfere with the drainage thereof. The
said track shall be so constructed that it shall be kept in repair, all ditches, drains and
other works necessary to properly drain these parts of said streets to be completed
at the expense of the Galveston, Harrisburg & San Antonio Railroad Company. It is hereby
understood that the City of Houston has from all time past been the
owner of the streets and sidewalks and that the Galveston, Harrisburg & San Antonio
Railroad Company is hereby granted the right to use the same for the purposes
herein provided.

Section IV. That in consideration of the grant herein, the said Railroad Company shall pay to the City of Houston the sum of Twenty-five Dollars (\$25.00), and it binds itself to pay to said City the sum of Fifteen Dollars (\$15.00) per annum during the life of this franchise. Said payment of Twenty-five Dollars (\$25.00) and said first annual payment to be made upon the passage, approval and acceptance of this ordinance. And subsequent payments shall be made on the first day of January of each year hereafter during the life of this grant, so long as said track shall remain on said streets. And said Railroad Company further binds itself in the event that said portion of said streets shall be paved, to pay such costs of paving as the Council shall determine to be just and for all excavations and foundation necessary on said streets by reason of the existence of said track thereon.

Section V. The payments herein stipulated and any accounts due and payable at any time under the terms of this ordinance, and all lawful taxes that are, or may become due by the grantee, are made a first lien and charge on the franchise herein granted.

Section VI. The City of Houston reserves the right to control the speed of locomotives and trains over said track, and it is understood and agreed that said track is to be used only for the purpose of connecting with warehouses and industries.

Section VII. That the failure on the part of said Railroad Company to comply with any of the terms, obligations and provisions of this ordinance shall annul the same and work and operate as a forfeiture of the rights and privileges granted herein, and in that event the said Railroad Company shall at once cause to be removed said track and cause said streets and intersections to be placed in the same condition, or in as good condition, as they were prior to the construction of said track or at any time thereafter, the same to be done under the supervision of the City Engineer and to the satisfaction of the Mayor.

Section VIII. The abandonment of this franchise by failure to pay the sum of more than one year, or default in the payment of any other amount or sum as herein provided, shall constitute a forfeiture of the same.

Section IX. That the right to construct, maintain and operate said track shall exist and continue for a period of thirty (30) years from the date of the passage, acceptance and approval of this ordinance, unless sooner annulled or forfeited, as hereinbefore provided, and at the expiration of said time the said grantee shall remove said track and place said streets and intersections in such condition and repair as herein provided, and at its own cost.

Section X. This grant is ~~made~~ subject to all existing ordinances and such ordinances as may be passed hereafter.

Section XI. Nothing in this ordinance shall be construed as a waiver of any power of regulation of public utilities vested in the City of Houston by the Constitution and Laws of the State of Texas.

Section XII. The grantee herein shall within twenty (20) days after the passage and approval of this ordinance pay to the Mayor of the City of Houston the sum of Twenty-five Dollars (\$25.00) consideration and Fifteen Dollars (\$15.00), the first annual payment, as hereinbefore named, and file with the City Secretary its written acceptance of this ordinance and all of its terms and provisions.

Section XIII. This ordinance shall take effect and be in full force and effect from and after its passage and approval by the Mayor and acceptance by the grantee with the payments provided for, and shall continue to be in force for the time hereinbefore stipulated, unless sooner terminated by the default of the grantee, as hereinbefore provided, or its abandonment or removal of said track.

Approved March 6, 1909
A. B. Rice

Mayor
Passed April 5, 1909

I hereby certify that the above is a true and correct copy of an ordinance passed at a meeting of the City Council held April 5, 1909
Robata Lottie
Asst. City Secretary

NO 2007

City of Houston
To - Ordinance

G.H. & S.A. Ry Co

To construct track along

Winter Street and beyond

Henderson Street to

serve E.A. Hudson-Elk Ave

Jan. 10, 1927

Term extended to 1931
See No. 14995E (1914)

See Book Cont 7122

AN ORDINANCE GRANTING TO THE GALVESTON, HARRISBURG AND SAN ANTONIO RAILWAY COMPANY THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE AN INDUSTRIAL SPUR RAILROAD TRACK, IN THE CITY OF HOUSTON, TEXAS, ALSO UPON WINTER STREET AND ACROSS HANCOCK STREET AS INDICATED BY RED LINE ON MAP ATTACHED, MARKED EXHIBIT "A", AND TO OPERATE ITS TRAINS, ENGINES AND CARS UPON SAID TRACK WHEN IT SHALL HAVE BEEN COMPLETED, AND ALSO TO INSTALL IN CONNECTION WITH THE CONSTRUCTION OF SAID TRACK 300 FEET OF 18-INCH IRON PIPE, TO BE LAID PARALLEL WITH THE MAIN TRACK OF SAID COMPANY, ALONG THE EAST SIDE OF WINTER STREET, SAID PIPE BEING ALSO INDICATED BY RED LINE ON SAID EXHIBIT "A", AND FOR THE REASONS HEREIN SET FORTH AND CONTAINED IN SAID PAMPHLET.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. That the right, privilege and franchise herein granted shall be of the same nature and extent as the right, privilege and franchise herein granted to the Galveston, Harrisburg and San Antonio Railway Company, its successors and assigns, to construct, maintain and operate an industrial spur railway track along upon and along Winter Street and extending to Hancock Street, in the City of Houston, Texas, and more particularly as herein set forth:

That the Galveston, Harrisburg and San Antonio Railway Company's main track in Winter Street at a point approximately 45 feet westward from the east line of White Street, and extending in a westerly direction on the south side of a 18-inch track, and along Winter Street, crossing Hancock Street, and continuing along Winter Street parallel with and 8.5 feet from the east line of White Street to a point 150 feet west of the east line of Hancock Street, as shown by red line on map attached, marked Exhibit "A".

and to operate its trains, engines and cars upon said track when it shall have been completed. It shall also be required in connection with the construction of said track 300 feet of 18-inch iron pipe, to be laid parallel with said main track, along the east side of Winter Street, in order to take care of surface drainage of said street, said pipe being also indicated by red line on attached map, marked Exhibit "A".

Section 2. That the use of said above described spur track for the trains, engines and cars of said Galveston, Harrisburg and San Antonio Railway Company, its successors and assigns, shall be such that the same shall not interfere with public travel upon and along said street, or any

portion thereof, including sidewalks, the crossings in, on and over said streets shall be maintained for the full width of the streets and the right of way of said company in good condition at all times. Said track and acid pipe to be constructed by the said company under the supervision of the City Engineer, Street and Bridge Commissioner and Water Commissioner of said City, and the same shall be maintained at all times in such manner as not to interfere with the drainage in, on or across said streets. Said company shall at its own expense maintain said track at the present grade or such other grade as may hereafter be established by the City Council, and shall keep and repair said drainage pipe as well as all ditches, drains and culverts so as to properly drain the streets occupied by said track, and further agrees to assume and pay all damages that may arise from the construction, operation and maintenance of said track and said drainage pipe, and to pay all damages to water pipes, sewer pipes or other public utilities that now exist or that may hereafter be constructed on any portion of said streets, and to pay for the change or relocation of the grade of any such water or sewer pipes or other public utilities occasioned by the construction of said track or the use, operation or running of trains, locomotives or cars thereon and on said street; any and all of the above to be at the sole cost and expense of said company. The said company further agrees to provide a suitable cutting back at the end of said industrial spur track, and agreed that no freight switch or other grouped industrial spur track shall occupy any part of the right-of-way of said streets with other streets.

Section 3. In the event that any portions of said streets occupied by said track for which franchise is herein granted shall be paved, said railway company agrees to pay the cost of paving the portions of said streets lying between the rails of said industrial spur track and two feet on each side thereof, and to further pay for the excavation and foundation necessary on said streets, and further to pay for the lowering, removing or replacing of any pipeline or other public utilities on said streets by reason of the existence of said track thereon. Nothing in this section of this ordinance contained shall be construed

strued to prevent the City from requiring said railway company, under any right or power now or hereafter possessed by said City from requiring said railway company to pay the cost of paving laid on said streets in addition to the amount which the railway company heretofore agrees to pay, and such additional requirement shall not be defeated because of any statements or conditions in this ordinance. The term "paving" as used herein shall be construed to include graveling, shelling or any other character of improved surface. Nothing in this ordinance contained shall be defeated on the ground that the passage hereon and the acceptance of same constitutes a contract the obligation whereof is impaired by such additional requirement, nor shall said railway company by the acceptance hereof be precluded from making any defense against any such additional requirements as it should otherwise be entitled to make.

Section 4. The company agrees to keep and maintain all street intersections at crossings in a first class condition at all times, and binds itself in the event that by reason of the defective construction, maintenance and condition of said street crossings, any fire truck or other public or fire apparatus belonging to the City of Houston is injured or damaged, to, on presentation by said City of the cost of repairing or replacing such fire truck or other public or fire apparatus, immediately within ten days thereafter, pay, or agree to pay, the said amount thereof. The said company agrees that the City of Houston shall not be subject to any claim for damages on account of any change of grade of said track or streets upon which the same is located, or because of the faulty construction, repair and maintenance of any street crossing on the track herein provided for, and agrees and binds itself, its successors and assigns, to hold and save harmless the said City of Houston from all liability, cost and damage on account of the construction, maintenance and operation of said track, the change of grade thereof and the operation of trains, engines and cars thereon and thereover.

Section 5. Failure on the part of the railway company, its successors and assigns, to comply with any of the aforesaid terms, obligations or provisions of this ordinance shall equal the care and work and opera-

ato as a forfeiture of the rights and privileges herein granted, and in that every said railway company, its successors and assigns, shall at once caused to be removed said railway track on and over said streets, and place said streets in the condition or in as good condition as they were prior to the construction of said track and said drainage pipe or at any time thereafter; or in the event that the use of said industrial track for industrial purposes be permanently discontinued at any time prior to the expiration hereof said track shall be removed and said streets restored as above described; and should this be found necessary the work incident thereto shall be done under the supervision of the City Engineer, Street & Bridge Commissioner and Water Commissioner, and to the satisfaction of said City Engineer, Street & Bridge Commissioner, Water Commissioner and Mayor.

Section 6. In consideration of the rights herein granted the said railway company shall pay to the City of Houston on account hereof the sum of Fifty (\$50.00) Dollars, and in addition thereto shall pay to the City of Houston the sum of Twenty-five (\$25.00) Dollars per annum and the cost of publishing this ordinance. The first annual payment shall be made upon the passage, approval and acceptance of this ordinance, and subsequent annual payments shall be made on the first day of January of each year thereafter during the life of said grant as long as said track shall remain on said premises.

Section 7. The City of Houston reserves the right to control the speed of locomotives and trains over and upon said track and the use for which said track may be used, and further to revoke the permission and franchise granted herein when, in the opinion of this or any subsequent City Council, the public interest of the City demands such track shall be removed from the streets herein named. This grant being further subject to all further existing laws and ordinances and such laws and ordinances as may be passed hereafter, and nothing in this ordinance shall be construed as a waiver of any power or regulation of public utilities vested in the City of Houston by the Constitution and Laws of the State of Texas and the Charter of the City of Houston.

NO 200922

CITY OF HOUSTON

TO—ORDINANCE

G H S A RY CO

TRACK ON WINTER ST BE-

TWEEN HEMP HILL & SAWYER STS

JAN 2, 1930.

Term extended to Oct 14, 1966

See No 142995 (75110)

See No 142995 (75110)

Council, and shall keep and repair said tracks, but a side track shall be
to ~~the~~ ~~same~~ ~~granted~~ ~~to~~ ~~the~~ ~~Galveston~~, ~~Harrisburg~~ ~~and~~ ~~San~~ ~~Antonio~~ ~~Rail-~~
~~way~~ ~~Company~~ ~~and~~ ~~the~~ ~~Texas~~ ~~and~~ ~~New~~ ~~Orleans~~ ~~Railroad~~ ~~Company~~, ~~their~~ ~~successors~~
~~and~~ ~~assigns~~, ~~the~~ ~~right~~, ~~privilege~~ ~~and~~ ~~franchise~~ ~~to~~ ~~construct~~, ~~operate~~
~~and~~ ~~maintain~~ ~~a~~ ~~side~~ ~~track~~ ~~along~~ ~~and~~ ~~upon~~ ~~Winter~~ ~~Street~~, ~~in~~ ~~the~~ ~~City~~ ~~of~~
~~Houston~~, ~~Harris~~ ~~County~~, ~~Texas~~, ~~between~~ ~~Humphill~~ ~~and~~ ~~Sawyer~~ ~~Streets~~, ~~as~~
~~shown~~ ~~by~~ ~~red~~ ~~lines~~ ~~on~~ ~~blue~~ ~~print~~ ~~map~~ ~~hereto~~ ~~attached~~ ~~marked~~ ~~Exhibit~~ ~~"A"~~,
~~and~~ ~~to~~ ~~operate~~ ~~the~~ ~~trains~~, ~~engines~~ ~~and~~ ~~cars~~ ~~on~~ ~~said~~ ~~track~~ ~~when~~ ~~it~~
~~shall~~ ~~have~~ ~~been~~ ~~completed~~, ~~and~~ ~~preserving~~ ~~the~~ ~~terms~~ ~~and~~ ~~conditions~~ ~~of~~ ~~said~~
~~franchise~~, ~~and~~ ~~the~~ ~~same~~ ~~shall~~ ~~be~~ ~~subject~~ ~~to~~ ~~the~~ ~~provisions~~ ~~of~~ ~~the~~ ~~City~~ ~~Ordinance~~
~~above~~ ~~in~~ ~~all~~ ~~respects~~.

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. That the right, privilege and franchise be, and the
jointly
same is hereby granted to the Galveston, Harrisburg and San Antonio
Railway Company and the Texas and New Orleans Railroad Company, their suc-
cessors and assigns, for brevity hereinafter styled Grantees, to con-
struct, operate and maintain a railroad side track along and upon Winter
in the City of Houston, Texas,
Street, between Humphill Street and Sawyer Street, the location of said
side track being more particularly described as follows:

Springing from said companies' spur track south of its main
line at a point approximately fifty-five (55) feet west of the west
line of Humphill Street, and extending westward parallel with and
approximately thirteen (13) feet south of said main track approxi-
mately five hundred and seventy-five (575) feet to a point approxi-
mately ninety (90) feet east of the east line of Sawyer Street, at
which point said track enters property of the Railway Companies and
continues westward.

and to operate their trains, engines and cars on said side track when it
shall have been completed. The location of said side track being indicated
in red on blue print map hereto attached, marked Exhibit "A".

Section 2. The use of said above described track for the trains,
engines and cars of said grantees, their successors and assigns, shall be
such that the same shall not interfere with public travel ^{along} ~~up~~ ~~and~~ ~~across~~
said streets ~~any~~ ~~part~~ ~~thereof~~, including sidewalks. The crossing ~~in~~, ~~on~~
~~and~~ ~~over~~ ~~said~~ ~~street~~ shall be maintained for the full width of the street,
and the right of way of said company shall be maintained in good con-
dition at all times. Said track shall be constructed by said grantees under
the supervision of the City Engineer, Water Commissioner and Street and
Bridge Commissioners, and the same shall be maintained at all times in such
manner as not to interfere with the drainage in, on or across said street.
Said grantees shall at their own expense maintain said track in the proper
condition and repair and shall be liable to the City of Houston for any

Council, and shall keep and repair all ditches, drains and culverts so as to properly drain the street occupied by said track, and said grantees further agree to assume and pay all damages that may arise from the construction, operation and maintenance of said track, and to pay all damages to water pipes, water hydrants, sewer pipes or other public utilities that now exist or that may hereafter be constructed on said portion of said street, and to pay for the change of location of the same, or any such water or sewer pipes, water hydrant or other public utilities, occasioned by the construction of said track or the operation of trains, engines and cars thereon and thereover, any and all of the above to be at the sole cost and expense of said grantees. The said grantees further agree that they will, at their own expense move or secure the moving of drainage, water and sewer lines, if it becomes necessary to move any of these utilities for the construction of this side track. And said grantees further agree to provide suitable bumping post where necessary at the end of said track, and agree that no frog or switch stand of the proposed track shall occupy any part of the intersection of said street, and further agree that steel grated crossing plates shall be placed at their own expense where feasible and practicable at street crossings which are paved or graveled. All questions regarding the maintenance of said track, or the necessity and manner of moving of other utilities, or the necessity or suitability of the bumping post at the end of said track, or the feasibility and practicality of the placing of steel grated crossing plates at intersections of said street, shall be finally determined by the City Engineer, and the grantees agree to abide by his decision in the matter.

Section 3. In the event that any portion of said street occupied by said track for which this franchise is herein granted shall be paved the grantees agree to pay the cost of paving the portion of said street lying between the rails of said track and two feet on each side thereof, and to further pay for the excavation and foundation necessary on said street, and to further pay for the lowering and replacing of any pipe line, water line, water pipe, or other public utilities on said portion of said street by reason of the existence of said track the provisions in this section of this ordinance contained shall be construed to exempt the City from requiring said grantees, under any right or power now or hereafter possessed by the City from requiring said grantees to pay the

cost of paving laid on said portion of said street in addition to the amount which said grantees heretofore expressly agree to pay, and such conditional requirement shall not be defeated because of any statements or conditions in this ordinance. The term "paving" as used herein shall be construed to include gravelling, shelling or any other character of improved surface. Nothing in this ordinance contained shall be defeated on the ground that the passage hereof and the acceptance of same constitutes a contract the obligations whereof are limited to some particular circumstances, nor shall said grantees by the acceptance hereof be prevented from making any defense against and additional requirements as it would otherwise be entitled to make.

Section 4. The grantees agree to keep and maintain the street intersection at crossing in first class condition at all times, and bind themselves in the event that by reason of defective construction, maintenance and condition of said street crossing, any fire truck or other fire apparatus, or other public vehicle or apparatus belonging to the City of Houston, is injured or damaged, to, on presentation by said City of the cost of repairs or replacing such fire truck or other fire apparatus or other public vehicles or apparatus, immediately within ten days thereafter, pay, or cause to be paid, the full amount thereof. The said grantees agree that the City of Houston shall not be subject to any claim for damages on account of any change of grade of said track or street upon which the same is located, or because of any faulty construction, repair and maintenance of said street crossing on the track herein provided for, and agree and bind themselves, their successors and assigns, to hold and save harmless the said City of Houston from all liability, cost and damage on account of the construction, maintenance and operation of said track, the change of grade thereof, and the operation of trains, engines and cars thereon and thereover.

Section 5. Failure on the part of the grantees, their successors and assigns, to comply with any of the material terms, obligations or provisions of this ordinance shall annul the same and work and operate as if a forfeiture of the rights and privileges herein granted, and in that event said grantees, their successors and assigns, shall at once cease to be allowed said side track on and over said street and place said street in the condition as in as good condition as it was prior to the construction of said track, or at any time thereafter; and in the event

that the use of said side track be permanently discontinued at any time prior to the expiration hereof said track shall be removed and said street restored as above described, and should this be found necessary the work incident thereto shall be done under the supervision of the City Engineer, and to the satisfaction of the City Engineer and Mayor.

Section 6. In consideration of the rights herein granted said grantees shall pay to the City of Houston on account hereof the sum of ~~one~~ (\$50.00) Dollars, and in addition thereto shall pay to the City of Houston the sum of Twenty-five (\$25.00) Dollars per annum, and the cost of publishing this ordinance.

Section 7. The City of Houston reserves the right to control the speed of locomotives and trains over and upon said track, and the uses for which said track may be used, and further to revoke the permission and franchise granted herein when in the opinion of this or any subsequent City Council the public interest of the City of Houston demands such track shall be removed from the street herein named. This grant being further made subject to all further existing laws and ordinances and such laws and ordinances as may be passed hereafter, and nothing in this ordinance shall be construed as a waiver of any power or regulation of public utilities vested in the City of Houston by the Constitution and Laws of the State of Texas and the Charter of the City of Houston.

Section 8. The right to construct, maintain and operate said track shall exist and continue from the date of the approval and acceptance of this ordinance to the 2nd day of November, 1936, unless sooner revoked by the City Council as herein provided, and at the expiration of said time, or when said permission is revoked by the City Council, the said grantees agree to remove said track and place the street in the same condition and repair as may be ordered by the City Engineer, at their own cost and expense. The abandonment of this right or failure to use the same for more than one year, or in default of payment of any taxes or lawful charges due hereon, or the use of any property necessarily connected herewith for a period of six months or more shall operate as a forfeiture of the grant under this ordinance, and upon the expiration of this grant, at the end of the period hereinbefore specified or upon its revocation, forfeiture or abandonment, under any of the above provisions, the grant herein without other or further compensation.

to the grantees, shall be and become the property of the City of Houston, and the grantees shall never be entitled to any payment of valuation because of any value derived from this franchise.

Section 9. The said grantees shall within thirty (30) days after the passage and approval of this ordinance file with the City Secretary their written acceptance of this ordinance with all the taxes and assessments due on the time of filing said written acceptance, and pay to the City of Houston the amount due on account hereof, to-wit: \$100.00 Dollars, and in addition thereto shall make the first annual payment hereof together with the cost of publishing this ordinance, and the subsequent annual payments shall be made on the first day of January of each year thereafter throughout the life of this grant.

Section 10. This ordinance shall take effect from and after its passage by the City Council and approval by the Mayor and acceptance by said grantees, and shall continue to be in force for the time hereinbefore stipulated, unless sooner revoked by the City Council, or terminated by default of the grantees as hereinbefore provided.

Passed this 2nd day of January, 1930.

Approved this 2nd day of January, 1930.

W. E. MONTEITH,

Mayor of the City of Houston,

Approved as to form:

Sam Neuking
City Attorney.

(Prepared by Legal Dept. 12-16-29)

I, J. W. Turner, City Secretary of the City of Houston, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the Council at their meeting of January 2, 1930, on its third and final reading in full.

WITNESS my hand and seal of office this 3rd day of January,

1929.

J. W. Turner
City Secretary.

#20/100

CALVSTON HARRISBURG AND SAN
ANTONIO ORDINANCE FOR SPUR
TRACK ON PART OF WINTER STREET.

4-8-12
Wm. H. Wagoner
#20/100

AN ORDINANCE GRANTING THE GALVESTON, HARRISBURG & SAN ANTONIO RAILWAY COMPANY THE RIGHT TO CONSTRUCT AND MAINTAIN A RAILWAY SWITCH TRACK UPON AND ALONG A PART OF WINTER STREET AT OR NEAR ITS INTERSECTION WITH HENDERSON AND WHITE STREETS, IN THE CITY OF HOUSTON, TEXAS, AND TO OPERATE ITS TRAINS, ENGINES AND CARS UPON SAID TRACK, AND PRESCRIBING THE TERMS AND CONDITIONS UPON WHICH THE SAID TRACK SHALL BE CONSTRUCTED AND MAINTAINED.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. The right is hereby granted the Galveston, Harrisburg & San Antonio Railway Company to construct and maintain a railroad switch track upon and along a part of Winter Street at and near its intersection with Henderson Street in the City of Houston, said track being more particularly described as beginning in the center line of the Galveston, Harrisburg & San Antonio Railway Company's track, at Engineer's Station 73 plus 97, this point being 121 feet West from the West line of Henderson Street; thence Eastward, diverging from main track on North side thereof, curving first on ten degree curve to left; thence to a ten degree curve to right a distance of 240 feet; thence Eastward/parallel with and 24 feet from the center line of said Railway Company's main track, 231 feet to the west line of White Street, said proposed track being shown by solid red line of map here attached.

Section 2. That the said railroad track as above described, shall be so constructed and maintained, and the trains, engines and cars of the said Railroad Company shall be so operated thereon as not to interfere with public travel upon, along or across the aforesaid streets, and to this end the said Galveston, Harrisburg & San Antonio Railway Company shall construct under the supervision of the City Engineer, such track in such manner as not to interfere with

2.

the drainage across or along said streets, and the said railroad company shall at its own expense maintain the said track and keep in repair all ditches, drains and culverts so as to properly drain those parts of said streets to be occupied by the said track. Should the said railroad company accept this ordinance and construct and operate the said track as provided herein, it agrees and binds itself to hold and save harmless the City of Houston from all liability, cost and damage on account of the construction and maintenance and operation of said track, and the operation of trains thereon and thereover.

Section 3. In consideration of the grant made herein, said Railroad Company shall pay to the City of Houston the sum of Twenty-five Dollars(\$25.00), and in addition, shall pay said City the sum of Fifteen Dollars(\$15.00) per annum, the said payment of Twenty-five Dollars(\$25.00) and the first annual payment of Fifteen dollars(\$15.00) shall be made upon the passage, approval and acceptance of this ordinance. Subsequent annual payments shall be made on the first day of January of each year thereafter during the life of this grant, so long as the said track shall remain on said streets. In the event that said portion of said streets shall be paved, said railroad company agrees to pay the cost of paving such part of said streets as the City Council of said City of Houston shall determine to be just, and shall further pay for all excavations and foundations necessary on said streets by reason of the existence of said track thereon.

Section 4. The payments herein stipulated and any amounts due and payable at any time under the terms of this ordinance, and all lawful taxes that are or may become due by the grantees herein are made a first lien and charge upon the franchise herein granted.

Section 5. The City of Houston reserves the right to control the speed of locomotives, trains and cars

over said track; and said track is to be used only for the purposes of serving warehouses and industries.

Section 6. The failure on the part of said railroad company to comply with any of the terms, obligations or provisions of this ordinance shall annul the same and work or operate as a forfeiture of the rights and privileges granted herein; and in that event said railroad company shall at once cause to be removed said railroad track on and along said streets, and shall place same in the condition or in as good condition as they were prior to the construction of said tracks or at any time thereafter; should this be found necessary the work incident thereto shall be done under the supervision of the City Engineer and to the satisfaction of the Mayor.

Section 7. The abandonment of this franchise, or failure to use same for more than a year, or default in payment of any taxes or lawful charge due thereon, or due on the property necessarily connected therewith for a period of over one year, shall forfeit this franchise.

Section 8. The right to construct, maintain and operate said track shall exist and continue for a period of thirty (30) years from the date of the passage, approval and acceptance of this ordinance, unless sooner annulled and forfeited as herein provided; and at the expiration of said term said railroad company agrees to remove said tracks and place the streets in such condition and repair as may be ordered by the Mayor, this to be done at the expense of said railroad company.

Section 9. This grant is made subject to all existing ordinances and such ordinances as may be passed hereafter.

Section 10. Nothing in this ordinance shall be considered as a waiver of any power of regulation of public

4.

utilities vested in the City of Houston by the Constitution and Laws of the State of Texas.

Section 11. That the said railroad company shall within twenty (20) days after the passage and approval of this ordinance, pay to the Mayor of the City of Houston the sum of Twenty-five Dollars (\$25.00) consideration for this franchise, and Fifteen Dollars (\$15.00) as the first annual payment hereinbefore named, and file with the City Secretary its written acceptance of this ordinance and all its terms and provisions.

Section 12. This ordinance shall take effect and be in full force and effect from and after its passage and approval by the Mayor and acceptance, with payments provided by said railroad company, and shall continue to be in force during the time hereinbefore stipulated, unless sooner terminated by default of said railroad company as hereinbefore provided, or by the abandonment or removal of said track.

Approved this the 9th day of April, A.D. 1912

H. P. Rice, Mayor

Passed April 8, 1912

I hereby certify that the above is a true and correct copy of an ordinance passed at a meeting of the City Council held on April 8, 1912.

Roberta Cotter
Asst. City Secretary.

122100

HARRIS CO. DEBDS

CITY OF HOUSTON

-10-

G. H. & S. A. RY. & C.

Franchise

Spur Track Jerning
Houston Stock Paper Co.

1/19-17

1000 200000

Walter ...
Houston ...
Houston ...

16

Appendix B

A description of the current use, and, to the extent known, the anticipated uses, of the designated property and properties within 500 feet of the boundary of the designated property.

The Riviana Property is currently unoccupied and inactive. The property was historically used for rice processing. Operations consisted of the storage of raw rice products, packaging, and warehousing product. Operations at the Riviana facility ceased in May 2011. The anticipated future use of the Riviana property is currently unknown, but based on current marketing, it will likely be redeveloped for mixed residential and commercial use.

The Turco Property is currently unoccupied and inactive. The site was historically used for formulating and blending industrial cleaning, detergent, and floor-coating products. Operations at the Turco facility ceased in 1987. Operations consisted of raw materials storage, packaging, dry and liquid blending, warehousing, and product distribution. Site improvements and/or assets were cleaned, demolished, and disposed in 1998. The anticipated future use of the Turco Property is currently unknown, and it is not currently being marketed; however, a commercial use is likely.

The boundaries of the MSD also encompass two railroad right-of-ways that are adjacent along the southerly boundaries of the Turco and Riviana Properties, respectively. City of Houston right-of-ways are also within the MSD boundaries as depicted in Appendix A and Appendix C.

The properties within 500 feet of the Designated Property are both commercial/industrial and residential properties. An adjacent property map, with property owners, from the Harris County Appraisal District (HCAD) website is included in this appendix (Figure B-1). Crockett Elementary school is located north of the Designated Property, north of Crockett Street. Residential properties, primarily single family homes, are located east of Hemphill Street and north of Summer Street. A large warehouse (2121 Winter Street Building, LTD) is located southeast of Riviana Property and currently includes Winter Street Studios (2101 Winter Street). The property to the south of the Union Pacific Railroad property is a large warehouse building which includes various types of businesses. Sawyer Street borders much of the Riviana Property to the west. Several commercial businesses including Davis Warehouse Company, Westheimer Retail Center Ltd, and Pappas Restaurants warehouses are located west of Sawyer Street. Pappas Restaurant also owns the large warehouse northwest of the Designated Property, west of Taylor Street and north of Summer Street.

Appendix C

A site map showing:

- a. The location of the designated property.
- b. The topography of the designated property as indicated on publicly available sources, which must note the watershed including the nearest surface water body and whether the designated property is located in a floodplain or floodway, as those terms are defined in Chapter 19 of the Code of Ordinances.
- c. The detected area of groundwater contamination.
- d. The location of all soil sampling locations and all groundwater monitoring wells.
- e. Groundwater gradients, to the extent known, and direction of groundwater flow.
- f. The ingestion protective concentration level exceedence zone for each contaminant of concern, to the extent known.
- g. Depth to groundwater for each affected zone.

Maps with the requested information are provided in the figures listed below.

The affected groundwater is encountered, on average, between approximately 18 and 25 ft bgs beneath the Designated Property. The water-bearing zone has a typical thickness ranging from 15 to 25 feet.

Current Plume: The “ingestion protective concentrations level exceedence zone” or PCLE zone based on the most recent data is shown on Figure C-3A as the “Area of Affected Groundwater.” Table C-1A presents the most recent data for each of the wells used to develop Figure C-3A. In April 2014, split samples were collected from each of the remaining permanent wells associated with the Designated Property. Table C-1A also includes the most recent data for wells that have now been abandoned (MW-2, MW-3, MW-6, MW-7, and JF-MW-15), which was also used in the development of Figure C-3A. Table C-1B provides the average chemical concentrations that were used for the chemical-specific maps (C-6 through C-16), as well as the Area of Affected Groundwater map (Figure C-3A). The values included in Table C-1B were the averages for the two split samples if both concentrations were above the laboratory reporting limit. For averaging purposes, the reported value for a “J” flagged result, and one-half of the detection limit for a “non-detect” result, were used if the split sample was a “J” value or above the reporting limit. As shown on the Table C-1B and the plume map figures, a blue circle (or blue highlighting) indicates that the chemical was not reported above the laboratory detection limit. A green circle (or green highlighting) indicates that the chemical was detected (with either a value or an estimated “J” value), but that the concentration was below the PCL. A red circle or red highlighted value indicates that the most recent result for that chemical at that location exceeded the ingestion PCL.

Historical Plume: Figure C-3B illustrates the approximate location of the affected groundwater area based data collected prior to April 2014, from both the Designated Property and off-site properties. Table C-2A provides the historical data for the permanent groundwater wells associated with the Designated Property. As shown, prior to the April 2014 sampling event, the most recent samples from the Designated Property wells were in 2011 (Turco Property) and 2006 (Riviana Property). In addition, to samples from the permanent Designated Property wells, there have been samples collected from temporary wells within the Designated Property, and samples collected from wells out-side of the Designated Property. Samples results for wells out-side of

the Designated Property were obtained through TCEQ. Table C-2B provides the data set that was used to construct Figure C-3B.

Appendix C Attachments

Table C-1A – Groundwater Data Used for Plume Map

Table C-1B – Groundwater Data Averages Used to Construct Chemical-Specific Plume Maps

Table C-2A – Historical Groundwater Data from Permanent Designated Property Wells

Table C-2B – Summary of Groundwater Data from Temporary and Off-site Wells

Figure C-1 – Designated Property Location and Topographic Map

Figure C-2 – Floodplain and Watershed Map

Figure C-3A – Area of Affected Groundwater and Monitoring Well Locations – Current Data

Figure C-3B – Area of Affected Groundwater and Monitoring Well Locations – Historical Data

Figure C-4 – Soil Sample Location Map

Figure C-5 - Groundwater Gradient Map

Figure C-6 – Benzene Groundwater Map

Figure C-7 – Chlorobenzene Groundwater Map

Figure C-8 – 1,2-Dichloroethane Groundwater Map

Figure C-9 – Cis-1,2-Dichloroethene Groundwater Map

Figure C-10 - Methylene Chloride Groundwater Map

Figure C-11 – Tetrachloroethene Groundwater Map

Figure C-12 – Trichloroethene Groundwater Map

Figure C-13 – Vinyl Chloride Groundwater Map

Figure C-14 – Bis(2-chloroethyl)ether Groundwater Map

Figure C-15 – 1,2-Dichlorobenzene Groundwater Map

Figure C-16 – 1,4-Dichlorobenzene Groundwater PCLE Map

Table C-1A
Groundwater Data Used to Construct Plume Map¹

	TRRP Tier 1 Res. PCLs	Benzene	Chloro-benzene	1,2-Dichloro-ethane	Cis-1,2-Dichloro-ethene	Methylene Chloride	Tetra-chloro-ethene	Toluene	Trichloro-ethene	Vinyl Chloride	Bis (2-chloro-ethyl)ether	1,2-Dichloro-benzene	1,3-Dichloro-benzene	1,4-Dichloro-benzene
	^{GW} GW _{Ing}	0.005	0.1	0.005	0.07	0.005	0.005	1.0	0.005	0.002	0.00083	0.6	0.73	0.075
	^{Air} GW _{Inh-V}	23	150	4.3	160	2800	64	8200	3.1	0.49	12	150	25	460
Sample ID ²	Sample Date													
MW-1e	4/15/2014	0.106	1.58	<0.00014	0.0247	<0.00015	<0.00013	0.00128	<0.00018	0.00787	0.063	0.0332	0.0148	0.066
MW-1s	4/15/2014	0.130	1.70	<0.001	0.026	<0.002	<0.0015	<0.001	<0.001	0.0065	0.092	0.0740	0.0091	0.053
MW-2	12/1/2011	<0.002	0.0156	<0.002	0.000109 J	<0.002	<0.002	<0.002	<0.002	0.000176 J	<0.0003	0.00363 J	<0.002	0.000736
MW-3	12/1/2011	0.0142	0.0245	0.0956	0.107	<0.002	0.000758 J	0.00135	0.00585	0.107	<0.0003	0.121	0.00305	0.0221
MW-4e	4/15/2014	0.108	0.673	0.102	0.0834	0.0138	<0.0013	0.00563J	0.0121	0.0327	0.00113	0.249	0.00528J	0.0467
MW-4s	4/15/2014	<0.0002	0.79	0.074	0.075	<0.0004	0.00057J	0.0048	0.012	0.025	0.00088	0.096	0.0025	0.0021
MW-5Se	4/15/2014	<0.004	0.5200	0.1940	4.2	46.7	0.0196J	0.6270	0.6870	0.2450	<0.018	6.4500	0.1030	<0.0055
MW-5Ss	4/15/2014	<0.02	0.440	0.098J	1.4	25.0	<0.03	0.200	0.390	0.092J	<0.000029	9.400	0.110	1.100
MW-5De	4/15/2014	0.000462J	<0.00012	<0.00014	0.0073	<0.00015	0.0017	0.000185J	0.000599J	<0.00011	<0.00018	0.00147	<0.00013	0.000244J
MW-5Ds	4/15/2014	0.00043J	<0.0003	<0.0002	0.0070	0.00054J	0.0019	<0.0002	0.00072J	<0.0002	<0.000029	0.00098	<0.000023	0.00014J
MW-6	12/1/2011	0.00147 J	0.0126	0.000236 J	0.000364 J	<0.002	<0.002	<0.002	<0.002	0.000379 J	<0.0003	0.115	0.0046	0.023
MW-7	12/1/2011	<0.002	0.000808 J	<0.002	0.000236 J	<0.002	0.000662 J	<0.002	0.000379 J	<0.002	<0.0003	0.00134	<0.002	0.000386 J
MW-8e	4/15/2014	0.00439	0.307	<0.00014	0.00128	<0.00015	<0.00013	0.00295	<0.00018	0.00547	<0.00018	0.049	0.00293	0.0251
MW-8s	4/15/2014	0.0034	0.36	<0.0002	0.00096J	<0.0004	<0.0003	0.0026	<0.0002	0.0036	0.00005J	0.015	0.00072	0.0074
MW-9e	4/15/2014	0.00319J	0.500	<0.0014	<0.0006	<0.0015	<0.0013	<0.0015	<0.0018	<0.0011	0.00102	0.999	0.0236	<0.0011
MW-9s	4/15/2014	0.0022	0.48	0.001	<0.0002	<0.0004	<0.0003	0.00067J	<0.0002	0.006	0.00067	0.93	0.018	0.24
MW-10e	4/15/2014	0.000141J	0.3	<0.00014	0.000407J	<0.00015	<0.00013	<0.00015	<0.00018	<0.00011	<0.00018	0.00699	0.00173	<0.00011
MW-10s	4/15/2014	<0.0002	0.33	<0.0002	<0.0002	<0.0004	<0.0003	<0.0002	<0.0002	0.00058J	0.0001J	0.005	0.0013	0.017
MW-11e	4/15/2014	<0.00008	<0.00012	<0.00014	<0.00006	<0.00015	<0.00013	<0.00014	<0.00018	<0.0001	<0.00018	<0.00010	<0.00013	<0.00011
MW-11s	4/15/2014	<0.0002	<0.0003	<0.0002	<0.0002	<0.0004	<0.0003	<0.0002	<0.0002	<0.0002	<0.000029	<0.00003	<0.000023	<0.00034
MW-12e	4/15/2014	<0.00008	0.0197	<0.00014	<0.00006	<0.00015	<0.00013	<0.00015	<0.00018	<0.00011	<0.00018	0.000229	<0.00013	0.000953J
MW-12s	4/15/2014	<0.0002	0.019	<0.0002	<0.0002	<0.0004	<0.0003	<0.0002	<0.0002	<0.0002	<0.000029	0.00008J	0.000027J	0.00056
MW-13e	4/15/2014	0.000373J	0.00936	0.309	0.0682	<0.00015	0.000275J	<0.00015	0.523	0.00417	<0.00018	0.017	0.000519J	<0.00011
MW-13s	4/15/2014	<0.0002	0.0011	0.22	0.07	<0.0004	0.00052J	<0.0002	0.51	0.004	<0.000029	0.0031	<0.000023	0.00013J
MW-14e	4/15/2014	<0.00008	0.0025	<0.00014	0.000683J	<0.00015	<0.00013	<0.00015	0.0137	<0.00011	<0.00018	0.00041J	<0.00013	<0.000861
MW-14s	4/15/2014	<0.0002	<0.0003	<0.0002	0.00058J	<0.0004	<0.0003	<0.0002	0.013	<0.0002	<0.000029	<0.00003	<0.000023	<0.000034
MW-15e	4/15/2014	<0.00008	<0.00012	<0.00014	<0.00006	<0.00015	<0.00013	<0.00015	<0.00018	<0.0001	<0.00018	<0.00010	<0.00013	<0.00011
MW-15s	4/15/2014	<0.0002	<0.0003	<0.0002	<0.0002	<0.0004	<0.0003	<0.0002	<0.0002	<0.0002	<0.000029	<0.000030	<0.000023	<0.000034
JF-MW-15	1/20/2009	<0.002	<0.0005	<0.002	0.0012J	<0.002	<0.002	<0.002	0.00098J	<0.002	NR	<0.002	<0.002	<0.002

1 Wells MW-2, -3, -6, and -7, have now been abandoned. For these abandoned wells, the most recent sample results (from December 2011) were used to construct the plume maps. In addition, the January 2009 sample from well JF-MW-15 (associated with the Johnny Franks property), which was collected by others, was used to complete the downgradient delineation.

2 Split samples were collected on 15 April 2014 from all of the permanent monitoring wells associated with the Designated Property. Well numbers followed by an "e" were collected by Enercon and submitted to Test America Laboratory. Well numbers followed by an "s" were collected by SQE and submitted to ALS Laboratory.

Table C-1B
Groundwater Data Averages Used to Construct Chemical-Specific Plume Maps¹

	TRRP Tier 1 Res. PCLs	Benzene	Chloro-benzene	1,2-Dichloro-ethane	Cis-1,2-Dichloro-ethene	Methylene Chloride	Tetra-chloro-ethene	Toluene	Trichloro-ethene	Vinyl Chloride	Bis (2-chloro-ethyl)ether	1,2-Dichloro-benzene	1,3-Dichloro-benzene	1,4-Dichloro-benzene	
	^{GW} GW _{Ing}	0.005	0.1	0.005	0.07	0.005	0.005	1.0	0.005	0.002	0.00083	0.6	0.73	0.075	
	^{Air} GW _{Inh-V}	23	150	4.3	160	2800	64	8200	3.1	0.49	12	150	25	460	
Sample ID ²	Sample Date														
MW-1	4/15/2014	0.118	1.640	ND	0.025	ND	ND	ND	ND	0.007	0.078	0.054	0.012	0.060	
MW-2	12/1/2011	ND	0.0156	ND	0.000109 J	ND	ND	ND	ND	0.000176 J	ND	0.00363 J	ND	0.000736	
MW-3	12/1/2011	0.0142	0.0245	0.0956	0.107	ND	0.000758 J	0.00135	0.00585	0.107	ND	0.121	0.00305	0.0221	
MW-4	4/15/2014	0.054	0.732	0.088	0.079	0.007	0.001	0.005	0.012	0.029	0.001	0.173	0.004	0.024	
MW-5S	4/15/2014	ND	0.480	0.146	2.805	35.850	0.017	0.414	0.539	0.169	0.005	7.925	0.107	0.551	
MW-5D	4/15/2014	0.0004	ND	ND	0.007	0.000	0.002	0.000	0.001	ND	ND	0.001	ND	0.000	
MW-6	12/1/2011	0.00147 J	0.0126	0.000236 J	0.000364 J	<0.002	<0.002	<0.002	<0.002	0.000379 J	<0.0003	0.115	0.0046	0.023	
MW-7	12/1/2011	<0.002	0.000808	<0.002	0.000236 J	<0.002	0.000662 J	<0.002	0.000379 J	<0.002	<0.0003	0.00134	<0.002	0.000386 J	
MW-8	4/15/2014	0.004	0.334	ND	0.001	ND	ND	0.003	ND	0.005	0.0001	0.032	0.002	0.016	
MW-9	4/15/2014	0.003	0.490	0.001	ND	ND	ND	0.001	ND	0.003	0.00085	0.965	0.021	0.120	
MW-10	4/15/2014	0.0001	0.315	ND	0.000	ND	ND	ND	ND	0.000	0.000	0.006	0.002	0.009	
MW-11	4/15/2014	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
MW-1	4/15/2014	ND	0.019	ND	ND	ND	ND	ND	ND	ND	ND	0.0002	0.000	0.001	
MW-13	4/15/2014	0.000	0.005	0.265	0.069	ND	0.000	ND	0.517	0.004	ND	0.0101	0.0003	0.0001	
MW-14	4/15/2014	ND	0.001	ND	0.001	ND	ND	ND	0.013	ND	ND	0.0002	ND	ND	
MW-15	4/15/2014	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
JF-MW-15	1/20/2009	ND	ND	ND	0.0012J	ND	ND	ND	0.00098J	ND	NR	ND	ND	ND	

¹ Values shown for the samples collected on 4-15-14 are the averages of the two split samples, when at least one of the samples had a detected concentration. To calculate the averages, "J" values were used directly. Non-detects were assumed to be 1/2 of the detection limit.

² Wells MW-2, MW-3, MW-6 and MW-7 have been abandoned. The values shown are based on the most recent result from each of these wells.

Note: Blue shading indicates that the chemical was not detected. Green shading indicates that the chemical was detected, but the concentration was below the PCL. Red shading indicates that the concentration was above the PCL.

Table C-2A
Historical Groundwater Data from Permanent Designated Property Wells

		Benzene	Chloro- benzene	1,2- Dichloro- ethane	Cis-1,2- Dichloro- ethene	Methylene Chloride	Tetra- chloro- ethene	Toluene	Trichloro- ethene	Vinyl Chloride	Bis (2- chloro- ethyl)ether	1,2-Dichloro- benzene	1,3-Dichloro- benzene	1,4-Dichloro- benzene
TRRP Tier 1 Res. PCL (^{GW} GW _{Ing})	Samp Date:	0.005	0.1	0.005	0.07	0.005	0.005	1.0	0.005	0.002	0.00083	0.6	0.73	0.075
AirGWI _{inh-V}		23	150	4.3	160	2800	64	8200.0	3.1	0.49	12	150	25	460
MW-1	1/15/1998	1.1	2.3	<0.005	0.022	<0.005	<0.005	<0.005	<0.005	<0.01	NA	NA	NA	NA
MW-1	1/21/1998	0.98	2.3	<0.005	0.073	<0.005	0.005	0.008	0.006	0.042	0.14	0.081	<0.006	0.048
MW-1	12/1/2011	0.0633	1.54	<0.002	0.0186	<0.002	<0.002	0.00143J	<0.002	0.007 J	0.132	0.0574	0.00239	0.0196
MW-1e	4/15/2014	0.106	1.58	<0.00014	0.0247	<0.00015	<0.00013	0.00128	<0.00018	0.00787	0.063	0.0332	0.0148	0.066
MW-1s	4/15/2014	0.130	1.70	<0.001	0.026	<0.002	<0.0015	<0.001	<0.001	0.0065	0.092	0.0740	0.0091	0.053
MW-2	1/21/1998	<0.005	0.035	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.01	<0.005	<0.005	<0.005	<0.005
MW-2	1/21/1998	<0.005	0.12	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.01	NA	NA	NA	NA
MW-2 ¹	12/1/2011	<0.002	0.0156	<0.002	0.000109 J	<0.002	<0.002	<0.002	<0.002	0.000176 J	<0.0003	0.00363 J	<0.002	0.000736
MW-3	1/21/1998	<0.005	0.045	0.11	0.51	0.066	<0.005	<0.005	0.019	0.22	<0.005	0.16	0.006	0.042
MW-3	1/21/1998	<0.005	0.047	0.14	0.58	0.13	<0.005	<0.005	0.021	0.31	NA	NA	NA	NA
MW-3 ¹	12/1/2011	0.0142	0.0245	0.0956	0.107	<0.002	0.000758 J	0.00135	0.00585	0.107	<0.0003	0.121	0.00305	0.0221
MW-4	1/27/1999	0.075	1.7	0.53	0.42	<0.005	0.021	0.11	0.015	0.71	0.0130	1.900	0.042	0.45
MW-4	2/17/2000	0.013	0.9	0.034	0.103	<0.005	<0.005	0.01	<0.005	0.096	0.0200	0.206/0.177	<0.01/0.006	0.064/0.062
MW-4	12/14/2000	0.021	0.85	0.137	0.18	0.03	0.007	0.011	0.009	0.08	<0.0095	0.246	<0.0095	0.0699
MW-4	10/29/2001	0.06	1.35	1.5	1.45	<0.1	<0.05	0.07	<0.05	0.03	0.0141	2.350	0.0393	0.356
MW-4	11/2/2006	0.0292	0.722	0.249	0.233	<0.00067	0.0053	0.0212	0.0714	0.0696	<0.0027	0.123	0.0038	0.033
MW-4	12/1/2011	0.0493	0.831	0.138	0.109	0.000513 J	0.00282	0.0103	0.0238	0.0344	0.00137	0.236	0.00566	0.0559
MW-4e	4/15/2014	0.108	0.673	0.102	0.0834	0.0138	<0.0013	0.00563J	0.0121	0.0327	0.00113	0.249	0.00528J	0.0467
MW-4s	4/15/2014	<0.0002	0.79	0.074	0.075	<0.0004	0.00057J	0.0048	0.012	0.025	0.00088	0.096	0.0025	0.0021
MW-5S	2/17/2000	0.0100	0.1360	1.3400	3.1300	51.0000	0.4300	0.7200	1.4600	0.4200	<0.01	9.84/2.13	0.14/0.046	<0.01/1.91
MW-5S	12/14/2000	0.0070	0.1120	1.0900	2.0000	46.0000	1.2000	0.4400	1.2500	0.4000	<0.0095	5.9000	0.0926	1.0900
MW-5S	10/29/2001	<0.1	0.1000	0.9000	1.4000	60.0000	0.7000	0.2000	0.7000	0.3000	<0.01	6.050	0.0560	0.6910
MW-5S	11/3/2006	0.0058	0.2740	0.6590	5.1800	60.6000	0.2780	0.5610	1.2300	0.3510	<0.054	5.1600	0.0902	0.9360
MW-5S	12/1/2011	0.0165 J	0.6050	2.3800	3.9400	202.0000	2.6200	1.0500	3.5400	0.3190	<0.0003	14.9000	0.1350	2.4800
MW-5Se	4/15/2014	<0.004	0.5200	0.1940	4.2100	46.7000	0.0196J	0.6270	0.6870	0.2450	<0.018	6.4500	0.1030	<0.0055
MW-5Ss	4/15/2014	<0.02	0.440	0.098J	1.400	25.000	<0.03	0.200	0.390	0.092J	<0.000029	9.400	0.110	1.100
MW-5D	2/17/2000	<0.005	<0.005	<0.005	<0.005	0.0210	<0.005	<0.005	<0.005	<0.01	<0.01	<0.01/0.047	<0.01/<0.005	<0.01/<0.005
MW-5D	12/14/2000	<0.005	<0.005	<0.005	0.0590	<0.01	<0.005	<0.005	<0.005	0.0200	<0.0095	0.0188	<0.0095	<0.0095
MW-5D	11/29/2001	<0.005	<0.005	<0.005	0.0210	<0.01	<0.005	<0.005	<0.005	0.0100	<0.0095	<0.0095	<0.0095	<0.0095
MW-5D	11/3/2006	<0.00023	0.0046	0.0022	0.0012	<0.00067	<0.00074	0.0044	<0.00063	0.0407	<0.0027	0.0105	<0.0024	<0.0024
MW-5D	12/1/2011	<0.002	0.0046	<0.002	0.0063	<0.002	0.0014	<0.002	0.000654 J	<0.002	<0.0003	0.00023 J	<0.002	0.000380J
MW-5De	4/15/2014	0.000462J	<0.00012	<0.00014	0.0073	<0.00015	0.0017	0.000185J	0.000599J	<0.00011	<0.00018	0.00147	<0.00013	0.000244J
MW-5Ds	4/15/2014	0.00043J	<0.0003	<0.0002	0.0070	0.00054J	0.0019	<0.0002	0.00072J	<0.0002	<0.000029	0.00098	<0.000023	0.00014J
MW-6	1/27/1999	<0.005	0.019	0.2	0.005	1.3	<0.005	<0.005	<0.005	<0.1	<0.005	7.000	0.16	1
MW-6	2/17/2000	<0.005	0.034	0.132	0.005	1.11	<0.005	<0.005	<0.005	<0.01	<0.01	5.5/1.27	0.148/0.05	<0.01/0.878

Table C-2A
Historical Groundwater Data from Permanent Designated Property Wells

		Benzene	Chloro- benzene	1,2- Dichloro- ethane	Cis-1,2- Dichloro- ethene	Methylene Chloride	Tetra- chloro- ethene	Toluene	Trichloro- ethene	Vinyl Chloride	Bis (2- chloro- ethyl)ether	1,2-Dichloro- benzene	1,3-Dichloro- benzene	1,4-Dichloro- benzene
TRRP Tier 1 Res. PCL (^{GW} GW _{Ing})	Samp Date:	0.005	0.1	0.005	0.07	0.005	0.005	1.0	0.005	0.002	0.00083	0.6	0.73	0.075
AirGWInh-V		23	150	4.3	160	2800	64	8200.0	3.1	0.49	12	150	25	460
MW-6	12/14/2000	<0.005	0.02	0.067	0.006	0.35	<0.005	<0.005	<0.005	<0.01	<0.0095	6.210	0.206	1.21
MW-6	10/29/2001	<0.1	0.1	0.4	<0.1	1.9	<0.1	<0.1	<0.1	<0.2	<0.0149	3.670	0.0605	0.473
MW-6	11/1/2006	<0.00023	0.0647	0.0842	0.0038	0.111	<0.00074	<0.0022	0.0025	0.0054	<0.0102	5.820	0.107	0.929
MW-6 ¹	12/1/2011	0.00147 J	0.0126	0.000236 J	0.000364 J	<0.002	<0.002	<0.002	<0.002	0.000379 J	<0.0003	0.115	0.0046	0.023
MW-7	1/27/1999	<0.005	<0.005	NA	<0.005	<0.005	<0.005	<0.005	<0.005	<0.01	<0.005	0.019	<0.005	<0.005
MW-7	2/17/2000	<0.005	<0.005	NA	<0.005	<0.005	<0.005	<0.005	<0.005	<0.01	<0.01	<0.01/<0.005	<0.01/<0.005	<0.01/<0.005
MW-7	12/14/2000	<0.005	<0.005	NA	<0.005	<0.01	<0.005	<0.005	<0.005	<0.01	<0.0095	<0.0095	<0.0095	<0.0095
MW-7	10/30/2001	<0.005	<0.005	NA	<0.005	<0.01	<0.005	<0.005	<0.005	<0.01	<0.01	<0.01	<0.01	<0.01
MW-7	11/1/2006	<0.00023	<0.00054	NA	<0.00083	<0.00087	<0.00023	0.0047	<0.00063	<0.00032	<0.0027	<0.0015	<0.0018	<0.0024
MW-7 ¹	12/1/2011	<0.002	0.000808 J	<0.002	0.000236 J	<0.002	0.000662 J	<0.002	0.000379 J	<0.002	<0.0003	0.00134	<0.002	0.000386 J
MW-8	12/14/2000	<0.005	0.23	0.017	0.026	<0.01	<0.005	0.036	<0.005	0.23	<0.0095	0.219	<0.0095	0.0629
MW-8	10/29/2001	<0.02	1.2	0.04	1.1	<0.05	<0.02	0.14	<0.02	0.9	<0.0095	2.04	0.0336	0.311
MW-8	11/1/2006	<0.00023	0.735	0.0076	0.0363	<0.00067	<0.00074	0.0977	<0.00063	0.0666	<0.0027	0.137	0.005	0.0635
MW-8	12/1/2011	0.00487	1.05	0.00468	0.0240	<0.002	<0.002	0.00212	<0.002	0.142	0.00158	0.407	0.0130	0.294
MW-8 (dup)	12/1/2011	0.000393 J	0.213	0.00227	<0.00006	<0.002	<0.000130	0.00139	<0.00018	<0.00011	<0.000149	0.0161	0.00166	0.0221
MW-8e	4/15/2014	0.00439	0.307	<0.00014	0.00128	<0.00015	<0.00013	0.00295	<0.00018	0.00547	<0.00018	0.049	0.00293	0.0251
MW-8s	4/15/2014	0.0034	0.36	<0.0002	0.00096J	<0.0004	<0.0003	0.0026	<0.0002	0.0036	0.00005J	0.015	0.00072	0.0074
MW-9	12/14/2000	0.006	2.1	0.058	<0.005	<0.01	<0.005	0.006	<0.005	0.03	0.0691	2.47	0.08710	0.845
MW-9	10/29/2001	<0.02	0.8	<0.02	<0.02	<0.05	<0.002	<0.02	<0.02	<0.05	0.0478	2.65	0.05790	0.654
MW-9	11/2/2006	<0.00023	0.223	<0.00053	<0.00083	<0.00067	<0.00074	<0.00054	<0.00054	0.0023	<0.0027	0.0172	0.00300	0.0336
MW-9	12/1/2011	0.000514 J	0.204	0.00264	0.000366 J	<0.002	<0.002	0.00192	<0.002	<0.002	<0.0003	0.014	0.00156	0.0217
MW-9s	4/15/2014	0.00319J	0.500	<0.0014	<0.0006	<0.0015	<0.0013	<0.0015	<0.0018	<0.0011	0.00102	0.999	0.0236	<0.0011
MW-9s	4/15/2014	0.0022	0.48	0.001	<0.0002	<0.0004	<0.0003	0.00067J	<0.0002	0.006	0.00067	0.93	0.018	0.24
MW-10	12/14/2000	0.017	0.31	<0.005	<0.005	<0.01	<0.005	<0.005	<0.005	<0.01	<0.0095	<0.0095	<0.0095	0.0249
MW-10	10/29/2001	0.04	0.7	<0.01	<0.01	<0.02	<0.01	<0.01	<0.01	<0.02	NS	NS	NS	NS
MW-10	11/2/2006	<0.00023	0.322	<0.00053	<0.0083	<0.00067	<0.00074	<0.00054	<0.00063	0.0019	<0.0027	0.0048	<0.0018	0.0154
MW-10	12/1/2011	0.000330 J	0.322	<0.002	0.00200	<0.002	<0.002	<0.002	0.000306 J	0.00213	<0.0003	0.00323	0.00133	0.0177
MW-10e	4/15/2014	0.000141J	0.3	<0.00014	0.000407J	<0.00015	<0.00013	<0.00015	<0.00018	<0.00011	<0.00018	0.00699	0.00173	<0.00011
MW-10s	4/15/2014	<0.0002	0.33	<0.0002	<0.0002	<0.0004	<0.0003	<0.0002	<0.0002	0.00058J	0.0001J	0.005	0.0013	0.017
MW-11	11/4/2002	<0.00012	<0.00021	<0.0001	<0.0002	<0.00024	<0.0014	<0.00018	<0.00012	<0.00021	<0.00041	<0.0006	<0.00012	<0.00006
MW-11	9/8/2004	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.0015	<0.002	<0.001	<0.001	<0.001
MW-11	11/1/2006	<0.00023	<0.00054	<0.00054	<0.00083	<0.00087	<0.00074	<0.00067	<0.00063	<0.00032	<0.0027	<0.0015	<0.0018	<0.0024
MW-11	12/1/2011	<0.002	0.000178 J	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.001	<0.002	<0.002	<0.002
MW-11e	4/15/2014	<0.00008	<0.00012	<0.00014	<0.00006	<0.00015	<0.00013	<0.00014	<0.00018	<0.0001	<0.00018	<0.00010	<0.00013	<0.00011
MW-11s	4/15/2014	<0.0002	<0.0003	<0.0002	<0.0002	<0.0004	<0.0003	<0.0002	<0.0002	<0.0002	<0.00029	<0.00003	<0.000023	<0.00034

Table C-2A
Historical Groundwater Data from Permanent Designated Property Wells

		Benzene	Chloro- benzene	1,2- Dichloro- ethane	Cis-1,2- Dichloro- ethene	Methylene Chloride	Tetra- chloro- ethene	Toluene	Trichloro- ethene	Vinyl Chloride	Bis (2- chloro- ethyl)ether	1,2-Dichloro- benzene	1,3-Dichloro- benzene	1,4-Dichloro- benzene
TRRP Tier 1 Res. PCL (^{GW} GW _{Ing})	Samp Date:	0.005	0.1	0.005	0.07	0.005	0.005	1.0	0.005	0.002	0.00083	0.6	0.73	0.075
AirGWI _{nh-V}		23	150	4.3	160	2800	64	8200.0	3.1	0.49	12	150	25	460
MW-12	10/30/2006	0.0029	0.269	<0.002	<0.002	<0.002	<0.002	<0.002	<0.00063	0.0027	<0.0027	<0.002	<0.002	0.009
MW-12e	4/15/2014	<0.00008	0.0197	<0.00014	<0.00006	<0.00015	<0.00013	<0.00015	<0.00018	<0.00011	<0.00018	0.000229	<0.00013	0.000953J
MW-12s	4/15/2014	<0.0002	0.019	<0.0002	<0.0002	<0.0004	<0.0003	<0.0002	<0.0002	<0.0002	<0.000029	0.00008J	0.000027J	0.00056
MW-13	10/30/2006	<0.002	0.0027	0.195	0.17	<0.002	<0.002	<0.002	2.28	0.0231	<0.0027	0.0163	<0.002	<0.003
MW-13e	4/15/2014	0.000373J	0.00936	0.309	0.0682	<0.00015	0.000275J	<0.00015	0.523	0.00417	<0.00018	0.017	0.000519J	<0.00011
MW-13s	4/15/2014	<0.0002	0.0011	0.22	0.07	<0.0004	0.00052J	<0.0002	0.51	0.004	<0.000029	0.0031	<0.000023	0.00013J
MW-14	10/30/2006	<0.002	<0.00054	<0.002	0.0126	<0.002	<0.002	<0.002	0.214	0.0055	<0.0027	<0.002	<0.002	<0.003
MW-14e	4/15/2014	<0.00008	0.0025	<0.00014	0.000683J	<0.00015	<0.00013	<0.00015	0.0137	<0.00011	<0.00018	0.00041J	<0.00013	<0.000861
MW-14s	4/15/2014	<0.0002	<0.0003	<0.0002	0.00058J	<0.0004	<0.0003	<0.0002	0.013	<0.0002	<0.000029	<0.00003	<0.000023	<0.000034
MW-15	10/30/2006	<0.002	<0.00054	<0.002	0.0024	<0.002	<0.002	<0.002	0.009	<0.002	<0.005	<0.002	<0.002	<0.003
MW-15e	4/15/2014	<0.00008	<0.00012	<0.00014	<0.00006	<0.00015	<0.00013	<0.00015	<0.00018	<0.0001	<0.00018	<0.00010	<0.00013	<0.00011
MW-15s	4/15/2014	<0.0002	<0.0003	<0.0002	<0.0002	<0.0004	<0.0003	<0.0002	<0.0002	<0.0002	<0.000029	<0.000030	<0.000023	<0.000034

1 Well has now been plugged and abandoned.

NA means not analyzed.

A less than sign (<) indicates that the chemical was not detected. In some cases, the actual detection limit is lower than that shown.

A "J" indicates that the chemical was detected, but the concentration was below the quantitation limit, and was estimated.

Some of the samples were collected by parties other than SQ Environmental, and not all of the samples were collected at the same time.

A small "e" following the well ID indicates the split sample that was collected by Enercon. An "s" indicates the sample was collected by SQ Environmental.

Table C-2B
Summary Of Groundwater Data Used to Construct Figure C-3B

Well ID:	MW-1	MW-2	MW-3	MW-4	MW-5S	MW-5D	MW-6	MW-7	MW-8	MW-8 (dup)	MW-9	MW-10
Sample Date:	Dec-11	Dec-11	Dec-11	Dec-11	Dec-11	Dec-11	Dec-11	Dec-11	Dec-11	Dec-11	Dec-11	Dec-11
Benzene	0.0633	<0.002	0.0142	0.0493	0.0165 J	<0.002	0.00147 J	<0.002	0.00487	0.000393 J	0.000514 J	0.000330 J
Chlorobenzene	1.54	0.0156	0.0245	0.831	0.605	0.00464	0.0126	0.000808 J	1.05	0.213	0.204	0.322
1,2-Dichloroethane	<0.002	<0.002	0.0956	0.138	2.38	<0.002	0.000236 J	<0.002	0.00468	0.00227	0.00264	<0.002
Cis-1,2-Dichloroethene	0.0186	0.000109 J	0.107	0.109	3.94	0.00632	0.000364 J	0.000236 J	0.0240	<0.00006	0.000366 J	0.00200
Methylene Chloride	<0.002	<0.002	<0.002	0.000513 J	202.0	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002
Tetrachloroethene	<0.002	<0.002	0.000758 J	0.00282	2.62	0.00141	<0.002	0.000662 J	<0.002	<0.000130	<0.002	<0.002
Trichloroethene	<0.002	<0.002	0.00585	0.0238	3.54	0.000654 J	<0.002	0.000379 J	<0.002	<0.000180	<0.002	0.000306 J
Toluene	0.00143J	<0.002	0.00135	0.0103	1.05	<0.002	<0.002	<0.002	0.00212	0.00139	0.00192	<0.002
Vinyl Chloride	0.007 J	0.000176 J	0.107	0.0344	0.319	<0.002	0.000379 J	<0.002	0.142	<0.00011	<0.002	0.00213
Bis(2-chloroethyl)ether	0.132	<0.0003	<0.0003	0.00137	<0.0003	<0.0003	<0.0003	<0.0003	0.00158	<0.000149	<0.0003	<0.0003
1,2-Dichlorobenzene	0.0574	0.00363 J	0.121	0.236	14.9	0.00023 J	0.115	0.00134	0.407	0.0161	0.014	0.00323
1,3-Dichlorobenzene	0.00239	<0.002	0.00305	0.00566	0.135	<0.002	0.0046	<0.002	0.0130	0.00166	0.00156	0.00133
1,4-Dichlorobenzene	0.0196	0.000736	0.0221	0.0559	2.48	0.000380J	0.023	0.000386 J	0.294	0.0221	0.0217	0.0177

Notes:
 NR means that there were no reported results for that chemical.
 A less than sign (<) indicates that the chemical was not detected. In some cases, the actual detection limit is lower than that shown.
 A "J" indicates that the chemical was detected, but the concentration was below the quantitation limit, and was estimated.
 Samples were collected by parties other than SQ Environmental, and not all of the samples were collected at the same time.
 The dates shown indicate the date of the most recent sample collected from each location, prior to the 2014 sampling event.

Table C-2B
Summary Of Groundwater Data Used to Construct Figure C-3B

Well ID:	MW-11	MW-12	MW-13	MW-14	MW-15	OS-1	OS-3	OS-4	GB 12	GB-13	GB-14	GB-15
Sample Date:	Dec-11	Oct-06	Oct-06	Oct-06	Oct-06	Feb-00	Feb-00	Feb-00	Nov-02	Nov-02	Nov-02	Nov-02
Benzene	<0.002	0.0029	<0.002	<0.002	<0.002	0.009	<0.005	<0.005	<0.002	<0.002	0.00679	<0.002
Chlorobenzene	0.000178 J	0.269	0.0027	<0.00054	<0.00054	1.58	<0.005	<0.005	0.237	0.12	2.9	0.666
1,2-Dichloroethane	<0.002	<0.002	0.195	<0.002	<0.002	<0.005	<0.005	<0.005	<0.002	0.00228	0.0154	0.00228
Cis-1,2-Dichloroethene	<0.002	<0.002	0.17	0.0126	0.0024	<0.005	<0.005	<0.005	<0.002	<0.002	<0.002	<0.002
Methylene Chloride	<0.002	<0.002	<0.002	<0.002	<0.002	0.017	<0.005	<0.005	<0.002	<0.002	<0.002	<0.002
Tetrachloroethene	<0.002	<0.002	<0.002	<0.002	<0.002	<0.005	<0.005	<0.005	<0.002	<0.002	<0.002	<0.002
Trichloroethene	<0.002	<0.00063	2.28	0.214	0.009	<0.005	<0.005	<0.005	<0.00012	<0.00012	<0.00012	<0.00012
Toluene	<0.002	<0.002	<0.002	<0.002	<0.002	0.168	<0.005	<0.005	NR	<0.002	0.00463	<0.002
Vinyl Chloride	<0.002	0.0027	0.0231	0.0055	<0.002	<0.01	<0.01	<0.01	<0.002	<0.002	0.0598	0.132
Bis(2-chloroethyl)ether	<0.001	<0.0027	<0.0027	<0.0027	<0.005	<0.01	<0.01	NR	<0.001	<0.001	0.02	<0.001
1,2-Dichlorobenzene	<0.002	<0.002	0.0163	<0.002	<0.002	0.54	0.007	<0.005	0.00223	0.019	2.31	0.633
1,3-Dichlorobenzene	<0.002	<0.002	<0.002	<0.002	<0.002	0.022	<0.005	<0.005	0.00295	0.00357	0.124	0.0174
1,4-Dichlorobenzene	<0.002	0.009	<0.003	<0.003	<0.003	0.122	<0.005	<0.005	0.011	0.0255	1	0.124

Table C-2B
Summary Of Groundwater Data Used to Construct Figure C-3B

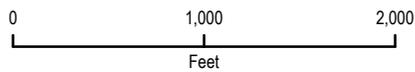
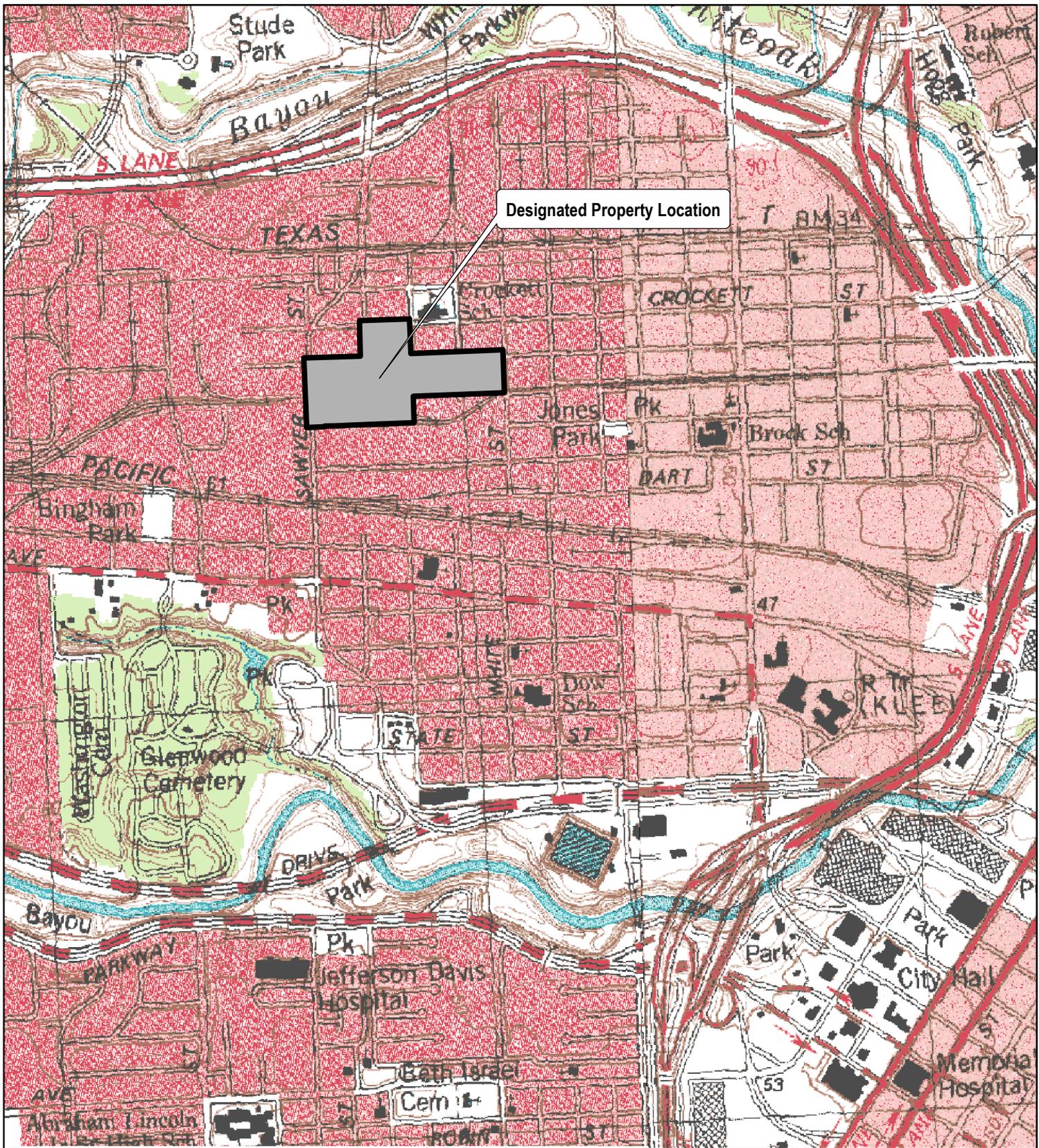
Well ID:	GB-16	GB-17	GB-18	GB-19	GB-20	GB-21	GB-22	GB-23	GB-24	GB-25	GB-26	ES-MW-1
Sample Date:	Oct-02	Oct-02	Sep-04	Sep-04	Sep-04	Sep-04	Sep-04	Sep-04	Nov-06	Nov-06	Nov-06	Apr-00
Benzene	0.112	<0.002	0.0176	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	0.0021	ND
Chlorobenzene	2.23	<0.00021	<0.001	<0.001	<0.001	<0.001	0.106	<0.001	<0.00054	<0.00054	1.75	NR
1,2-Dichloroethane	<0.002	<0.002	0.0046	0.0612	0.0037	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	0.007
Cis-1,2-Dichloroethene	<0.002	<0.002	0.0482	<0.002	<0.002	0.008	0.0041	<0.002	<0.002	<0.002	<0.002	NS
Methylene Chloride	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	NR
Tetrachloroethene	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	NR
Trichloroethene	<0.00012	<0.00012	0.0012	0.0029	0.0034	0.0977	<0.001	<0.001	<0.00063	<0.00063	<0.00063	0.016
Toluene	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002	NR
Vinyl Chloride	<0.002	<0.002	0.0173	<0.002	<0.002	0.0026	<0.002	<0.002	<0.002	<0.002	<0.002	ND
Bis(2-chloroethyl)ether	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	0.0085	NR
1,2-Dichlorobenzene	0.00334	<0.002	<0.002	<0.002	<0.002	<0.002	0.0612	<0.002	<0.002	<0.002	0.093	NR
1,3-Dichlorobenzene	0.00621	<0.002	<0.002	<0.002	<0.002	<0.002	0.0215	<0.002	<0.002	<0.002	0.0226	NR
1,4-Dichlorobenzene	0.0878	<0.002	<0.002	<0.002	<0.002	<0.002	0.0215	<0.002	<0.002	<0.002	0.125	NR

Table C-2B
Summary Of Groundwater Data Used to Construct Figure C-3B

Well ID:	ES-MW-2	ES-MW-4	ES-MW-5	ES-MW-6	ES-MW-8	ES-MW-16	JF-MW-4	JF-MW-6	JF-MW-7	JF-MW-8	JF-MW-9	JF-MW-12
Sample Date:	Apr-00	Apr-00	Apr-00	Apr-00	Apr-00	Apr-00	Jan-09	Jan-09	Jan-09	Jan-09	Jan-09	Jan-09
Benzene	ND	ND	0.005	ND	NR	NR	0.0043	0.00071 J	0.045	<0.002	<0.002	<0.002
Chlorobenzene	NR	NR	NR	NR	NR	NR	<0.0005	<0.0005	<0.0005	<0.0005	<0.0005	<0.0005
1,2-Dichloroethane	ND	NR	0.014	0.007	NR	0.015	0.0078	0.0043	<0.002	0.0032 J	<0.002	0.0049
Cis-1,2-Dichloroethene	NS	0.01	0.009	NR	0.005	0.01	0.0041 J	0.0018 J	<0.002	0.0018 J	<0.002	<0.002
Methylene Chloride	NR	NR	NR	NR	NR	NR	<0.0005	<0.002	<0.002	<0.002	<0.002	<0.002
Tetrachloroethene	NR	NR	NR	NR	NR	NR	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002
Trichloroethene	ND	0.042	0.016	ND	NR	0.022	0.0046 J	0.0022 J	0.0012 J	0.00068 J	<0.0005	<0.0005
Toluene	NR	NR	NR	NR	NR	NR	<0.002	<0.002	0.00062 J	<0.002	<0.002	<0.002
Vinyl Chloride	ND	ND	0.027	ND	0.005	NR	<0.002	<0.002	<0.002	0.011	<0.002	<0.002
Bis(2-chloroethyl)ether	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
1,2-Dichlorobenzene	NR	NR	NR	NR	NR	NR	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002
1,3-Dichlorobenzene	NR	NR	NR	NR	NR	NR	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002
1,4-Dichlorobenzene	NR	NR	NR	NR	NR	NR	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002

Table C-2B
Summary Of Groundwater Data Used to Construct Figure C-3B

Well ID:	JF-MW-13	JF-MW-14	JF-MW-15
Sample Date:	Jan-09	Jan-09	Jan-09
Benzene	<0.002	0.04	<0.002
Chlorobenzene	<0.0005	<0.0005	<0.0005
1,2-Dichloroethane	<0.002	<0.002	<0.002
Cis-1,2-Dichloroethene	<0.002	<0.002	0.0012 J
Methylene Chloride	<0.002	<0.002	<0.002
Tetrachloroethene	<0.002	<0.002	<0.002
Trichloroethene	<0.0005	<0.0005	0.00098J
Toluene	<0.002	0.064	<0.002
Vinyl Chloride	<0.002	<0.002	<0.002
Bis(2-chloroethyl)ether	NR	NR	NR
1,2-Dichlorobenzene	<0.002	<0.002	<0.002
1,3-Dichlorobenzene	<0.002	<0.002	<0.002
1,4-Dichlorobenzene	<0.002	<0.002	<0.002



Legend

 Designated Property Boundary (Approximate)



Figure C-1
Designated Property Location
and Topographic Map

Riviana-Turco Property
 Houston, Texas



- Legend**
- Designated Property Boundary (Approximate)
 - Watershed Boundary
 - 100-Year Floodplain
 - 0.2% Annual Chance of Flood Hazard
 - 500-Year Floodplain

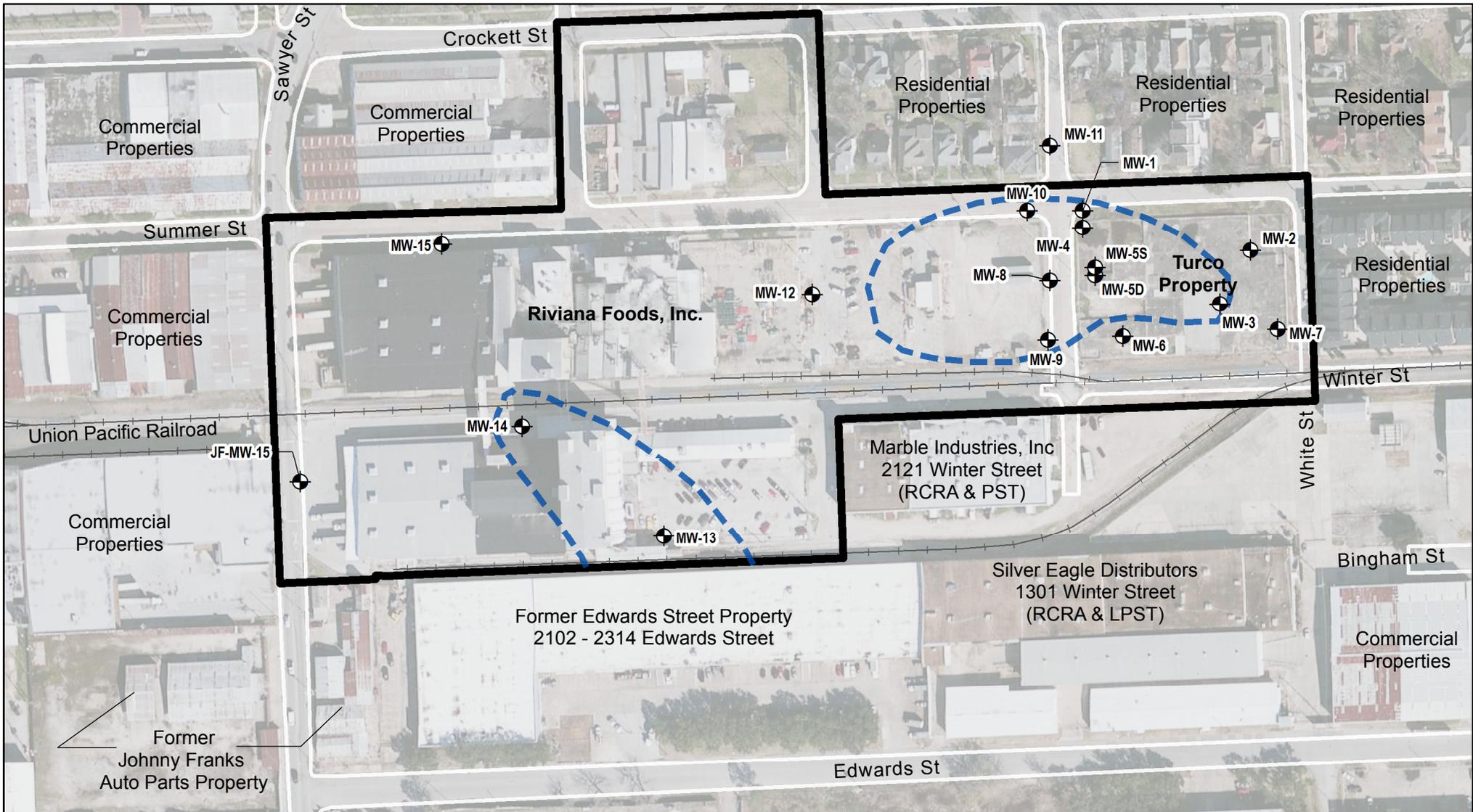
 SQ Environmental, LLC

Figure C-2
Floodplain and Watershed Map

Riviana-Turco Property
 Houston, Texas

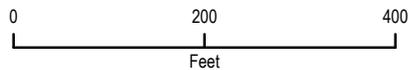


Source: Federal Emergency Management Agency, Digital Flood Insurance Rate Map (DFIRM), Harris County, Texas - 2004



Legend

- Monitoring Well (Permanent)
- Affected Groundwater Area (Approximate)
- Designated Property Boundary (Approximate)



Notes:

1. Affected groundwater area represents the approximate extent of groundwater with one or more constituents above a residential PCL based on the most recent results from each location. The sample results and dates that the samples were collected at each location are provided on Table C-1B. Not all of the samples used for the preparation of this figure were collected by SQE.
2. Wells MW-2, MW-3, MW-6 and MW-7 have been plugged and abandoned.

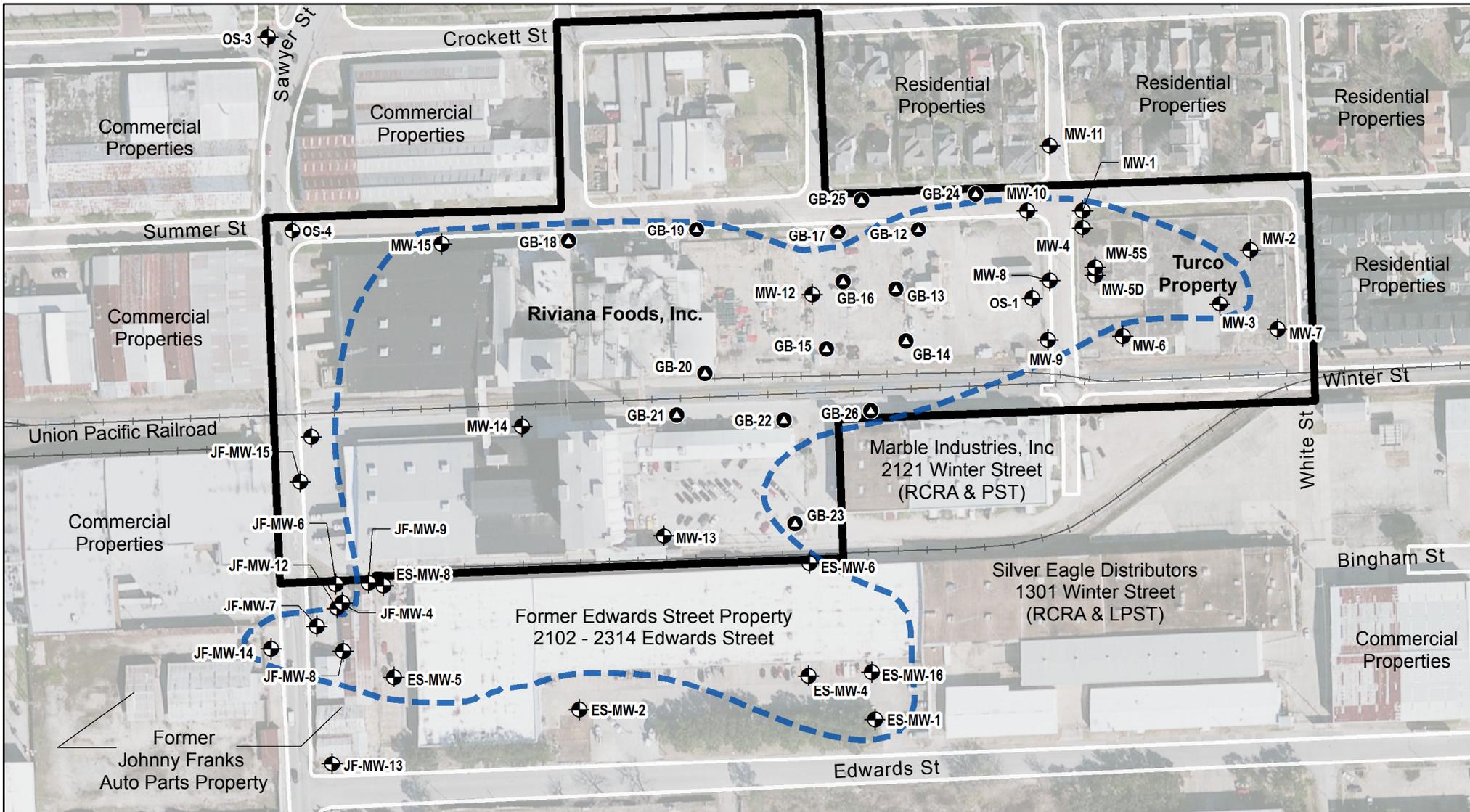


SQ Environmental, LLC

**Figure C-3A
Current Area of
Affected Groundwater
and Monitoring Well Locations**

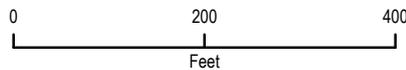
Riviana-Turco Property
Houston, Texas





Legend

- Monitoring Well (Permanent)
- Monitoring Well (Temporary)
- Affected Groundwater Area (Approximate)
- Designated Property Boundary (Approximate)



Notes:

1. Affected groundwater area represents the approximate extent of groundwater with one or more constituents above a residential PCL based on the date collected in 2011 and before. The sample results and dates that the samples were collected at each location are provided on Table C-2B. Not all of the samples used for the preparation of this figure were collected by SQE.

2. Wells MW-2, MW-3, MW-6 and MW-7 were plugged and abandoned following the 2011 sampling. The current status of the off-site wells is unknown.

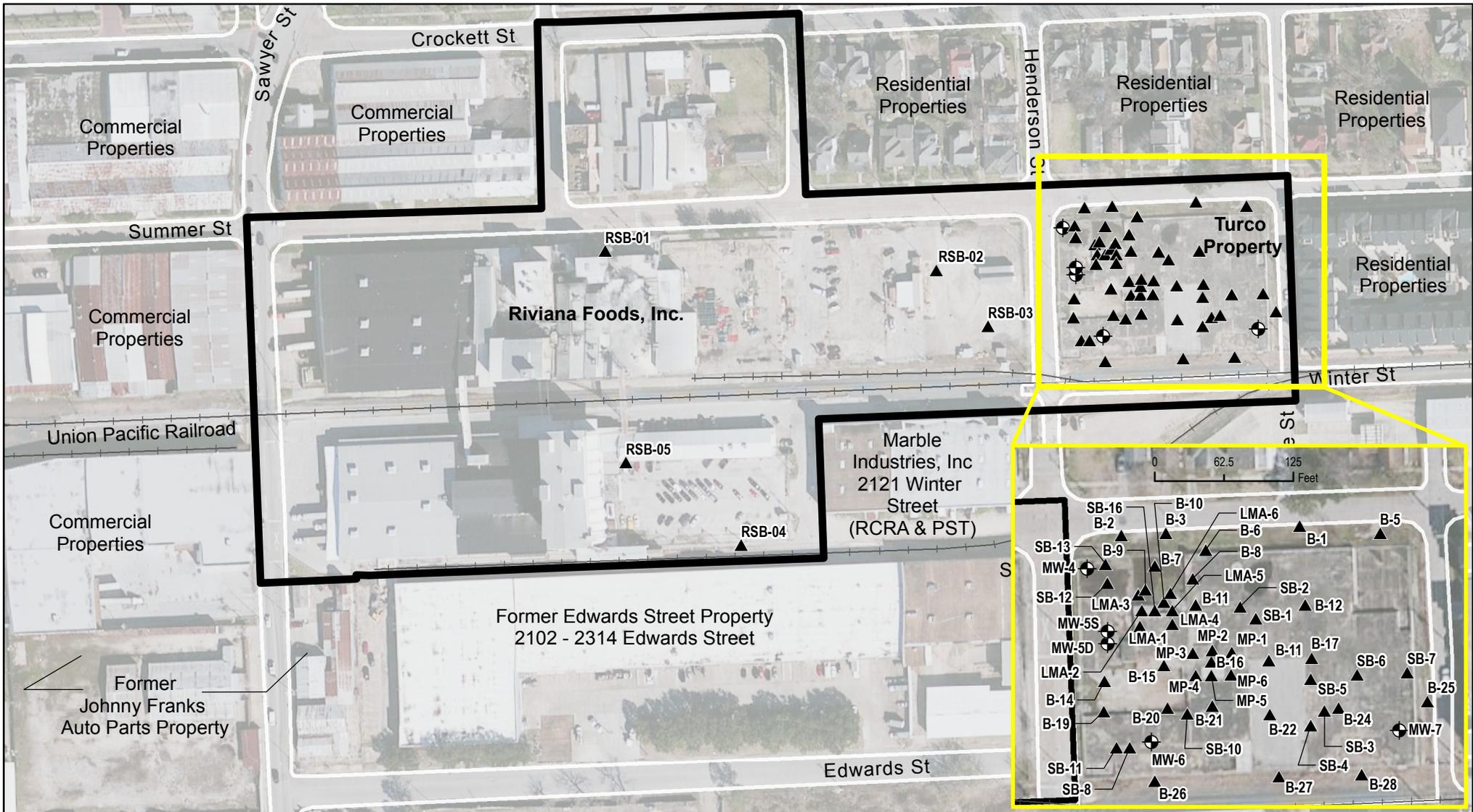


SQ Environmental, LLC

Figure C-3B
Historical Area of
Affected Groundwater
and Monitoring Well Locations

Riviana-Turco Property
 Houston, Texas





Legend

- ▲ Soil Boring
- ⊕ Soil Boring Converted to Monitoring Well
- ▭ Designated Property Boundary (Approximate)

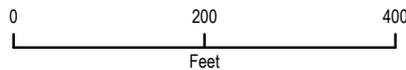
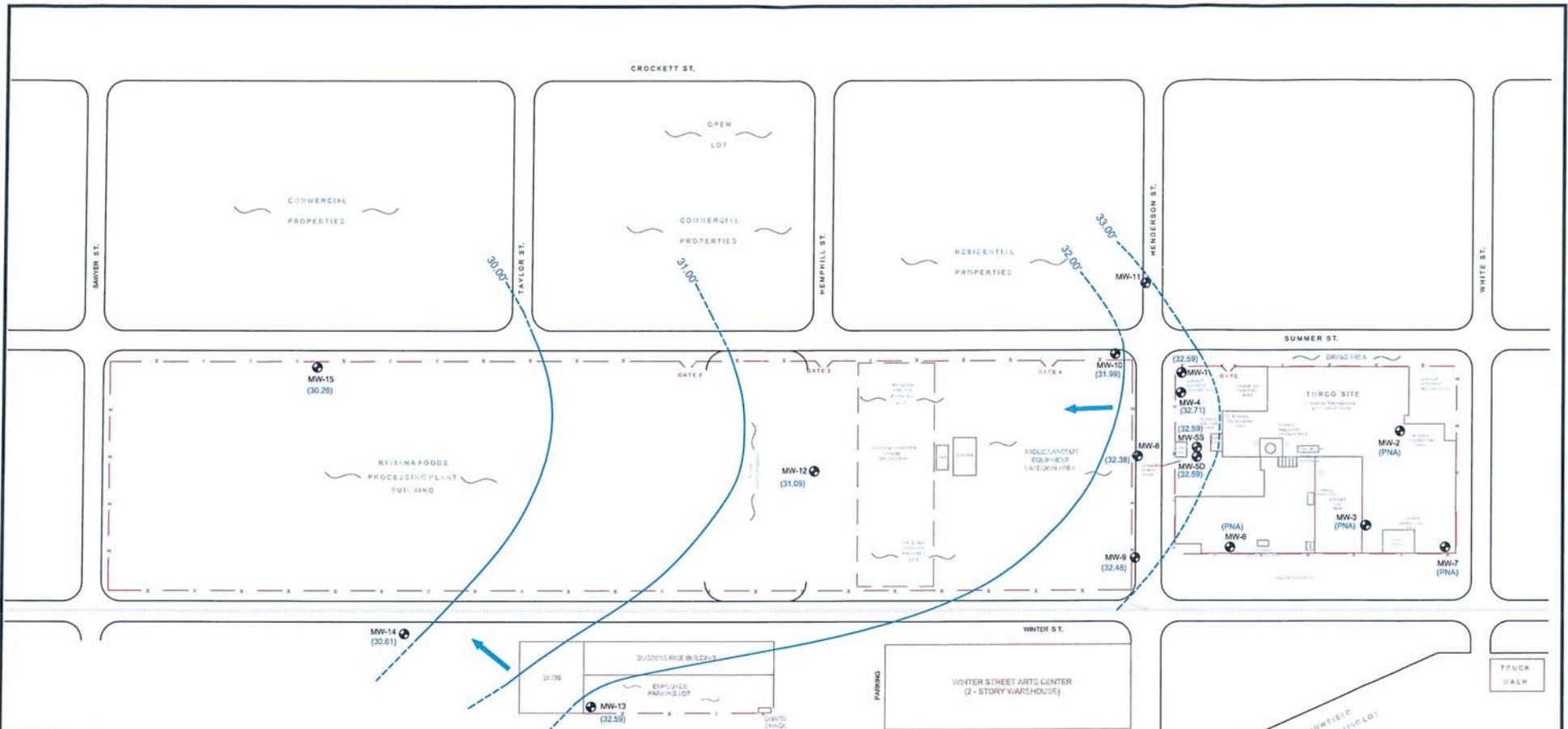


Figure C-4
Soil Sample Location Map



Riviana-Turco Property
Houston, Texas



- NOTES:**
1. DATA FROM MW-11 APPEARS ANOMALOUS; THEREFORE, IT WAS NOT INCLUDED IN CONTOURING.
 2. CONTOUR INTERVAL = 1.0 FT. MSL.

Riviana -Turco Property
Houston, Texas

Legend:

-  - MONITOR WELLS THAT HAVE BEEN PLUGGED/ABANDONED IN ADVANCE OF FOUNDATION DEMOLITION.
-  - EXISTING MONITOR WELL W/ GROUNDWATER ELEVATION (FT. MSL.).
-  - ESTIMATED DIRECTION OF GROUNDWATER FLOW.
-  - GROUNDWATER CONTOUR LINE (DASHED WHERE INFERRED).

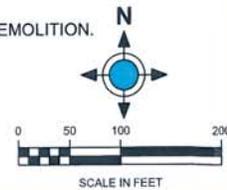
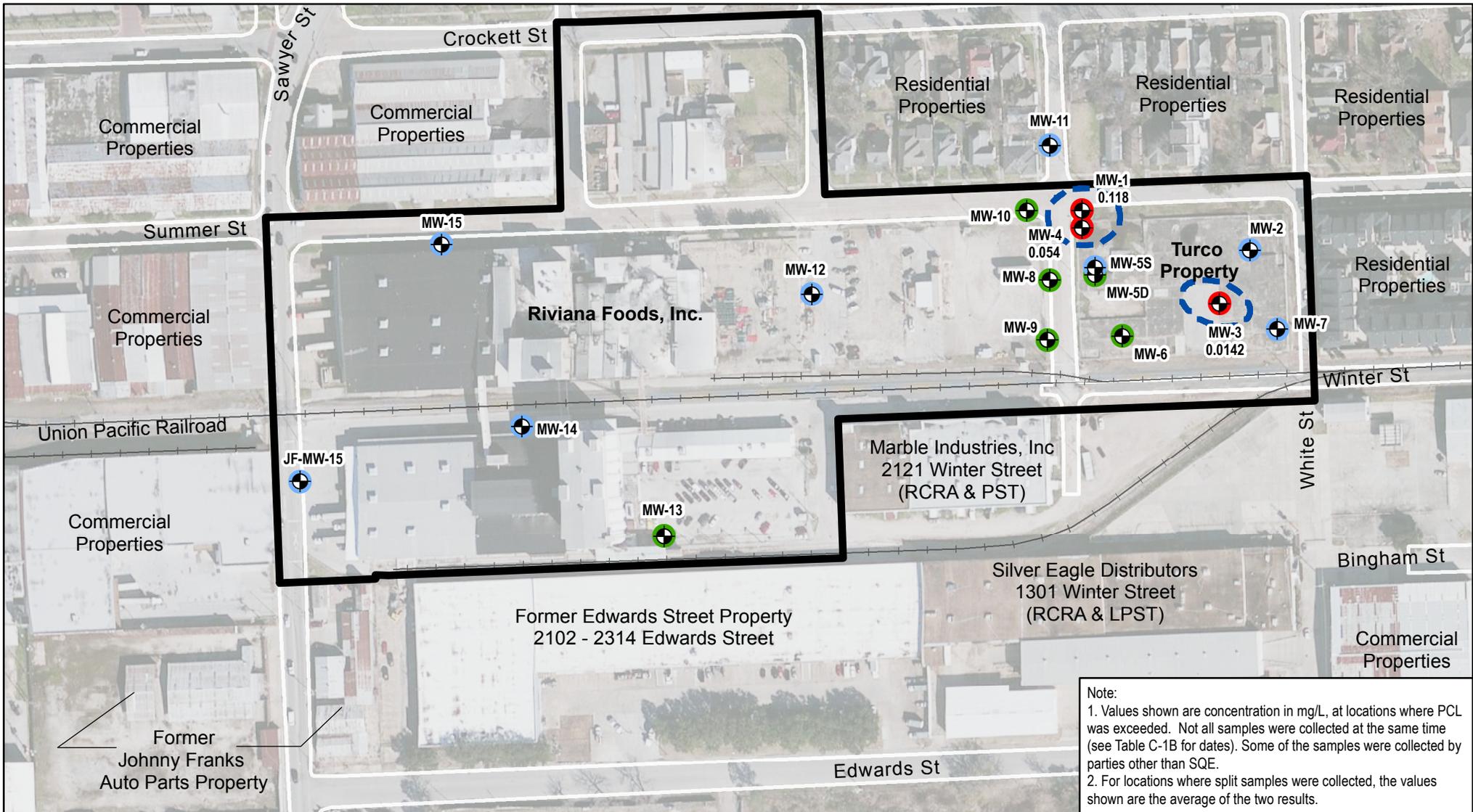


Figure C-5
Groundwater Potentiometric Surface
Contour Map (April 15, 2014)



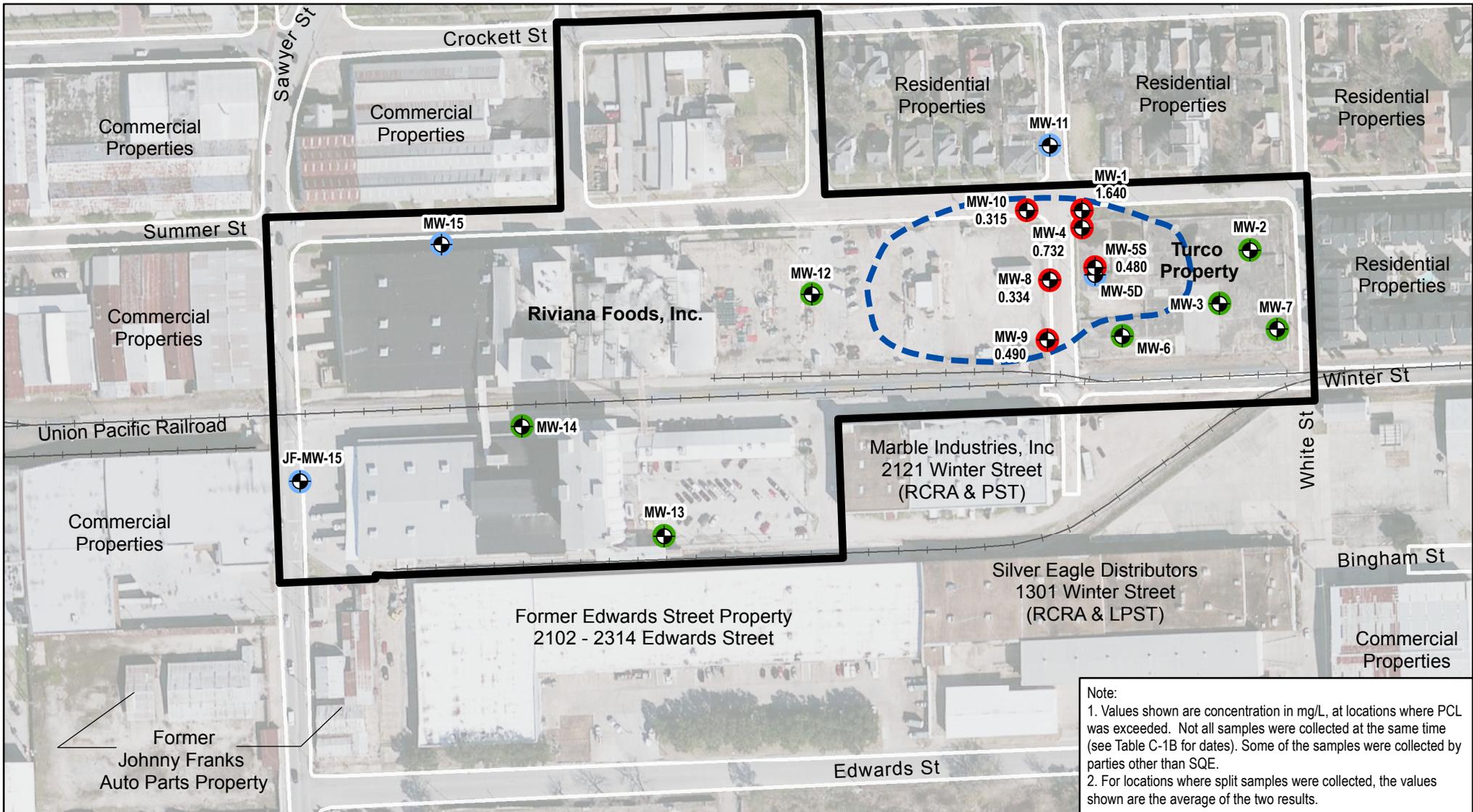
Legend

- Monitoring Well (Permanent)
- Designated Property Boundary (Approximate)
- Affected Groundwater Area (Approximate)
- Sample results indicate chemical was detected and above PCL
- Sample results indicate chemical was detected, but below PCL
- Sample results indicate chemical was not detected

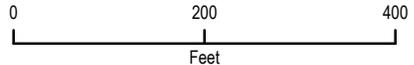


Figure C-6
Benzene
Groundwater Map

Riviana-Turco Property
 Houston, Texas



Note:
 1. Values shown are concentration in mg/L, at locations where PCL was exceeded. Not all samples were collected at the same time (see Table C-1B for dates). Some of the samples were collected by parties other than SQE.
 2. For locations where split samples were collected, the values shown are the average of the two results.



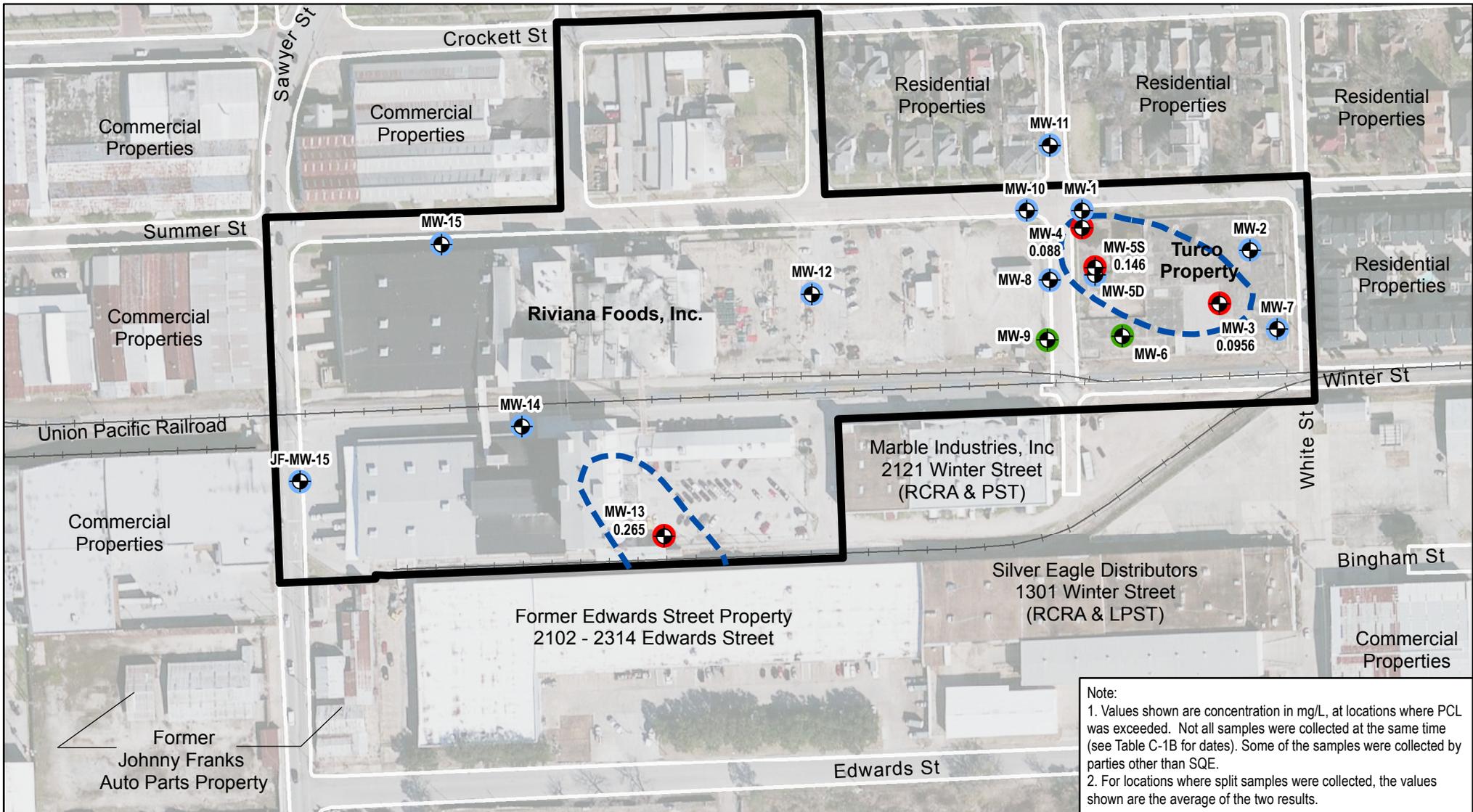
Legend

- Monitoring Well (Permanent)
- Designated Property Boundary (Approximate)
- Affected Groundwater Area (Approximate)
- Sample results indicate chemical was detected and above PCL
- Sample results indicate chemical was detected, but below PCL
- Sample results indicate chemical was not detected

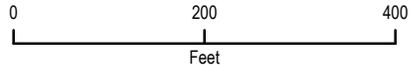


Figure C-7
Chlorobenzene
Groundwater Map

Riviana-Turco Property
 Houston, Texas



Note:
 1. Values shown are concentration in mg/L, at locations where PCL was exceeded. Not all samples were collected at the same time (see Table C-1B for dates). Some of the samples were collected by parties other than SQE.
 2. For locations where split samples were collected, the values shown are the average of the two results.

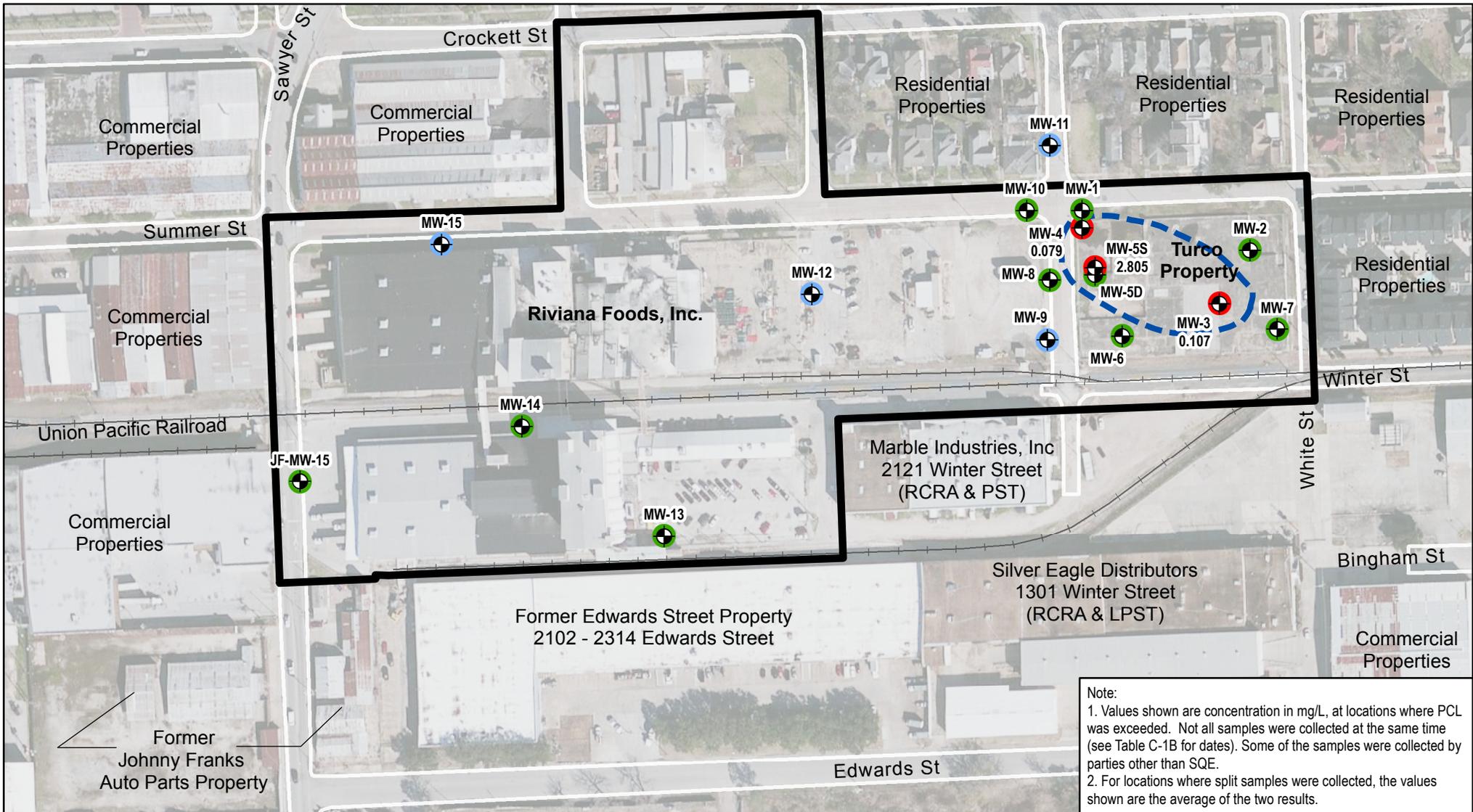


- Legend**
- Monitoring Well (Permanent)
 - Designated Property Boundary (Approximate)
 - Affected Groundwater Area (Approximate)
 - Sample results indicate chemical was detected and above PCL
 - Sample results indicate chemical was detected, but below PCL
 - Sample results indicate chemical was not detected



Figure C-8
1,2-Dichloroethane
Groundwater Map

Riviana-Turco Property
 Houston, Texas



Note:
 1. Values shown are concentration in mg/L, at locations where PCL was exceeded. Not all samples were collected at the same time (see Table C-1B for dates). Some of the samples were collected by parties other than SQE.
 2. For locations where split samples were collected, the values shown are the average of the two results.

Legend

- Monitoring Well (Permanent)
- Designated Property Boundary (Approximate)
- Affected Groundwater Area (Approximate)
- Sample results indicate chemical was detected and above PCL
- Sample results indicate chemical was detected, but below PCL
- Sample results indicate chemical was not detected



Figure C-9
Cis-1,2-Dichloroethene
Groundwater Map
 Riviana-Turco Property
 Houston, Texas

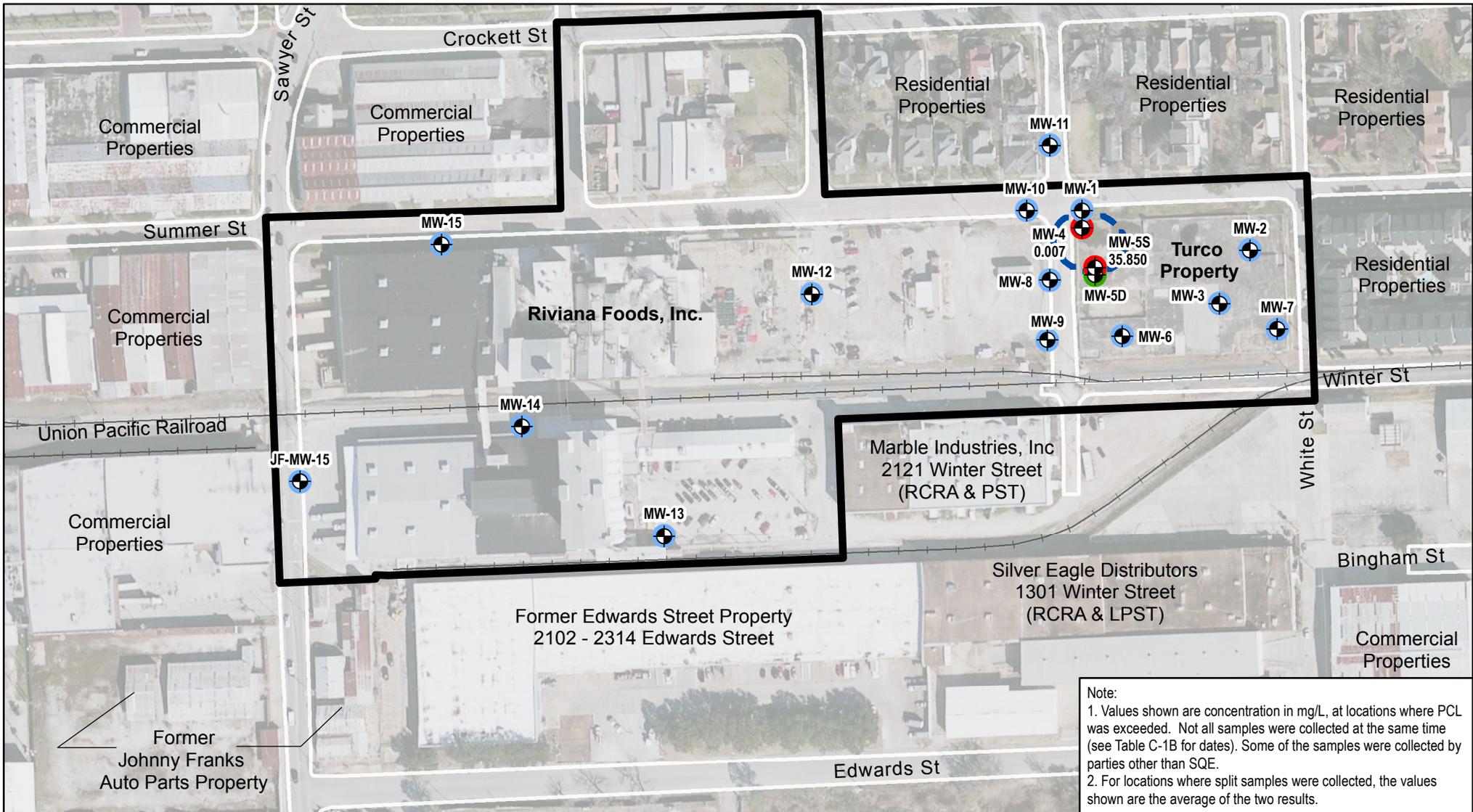
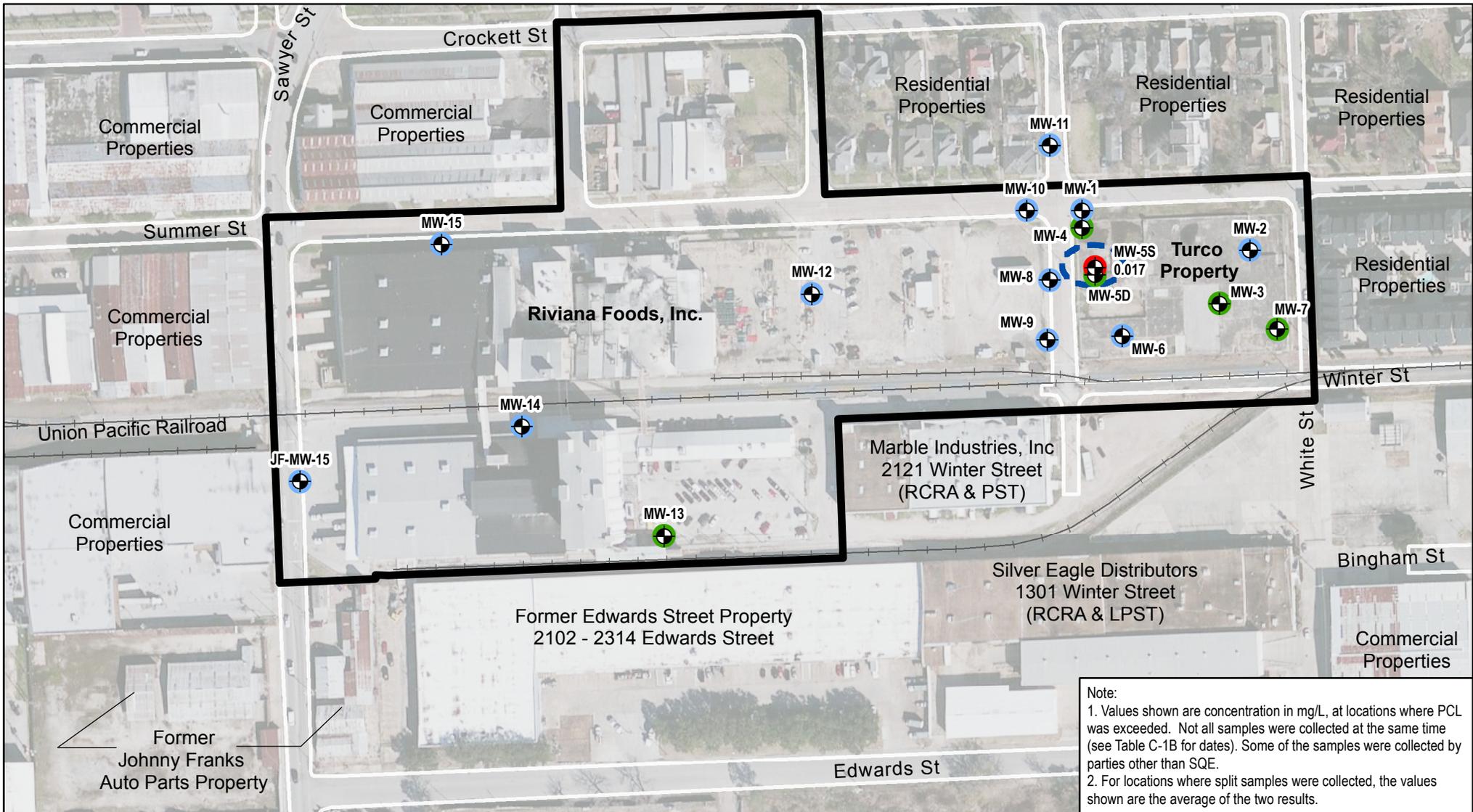


Figure C-10
Methylene Chloride
Groundwater Map

Riviana-Turco Property
 Houston, Texas



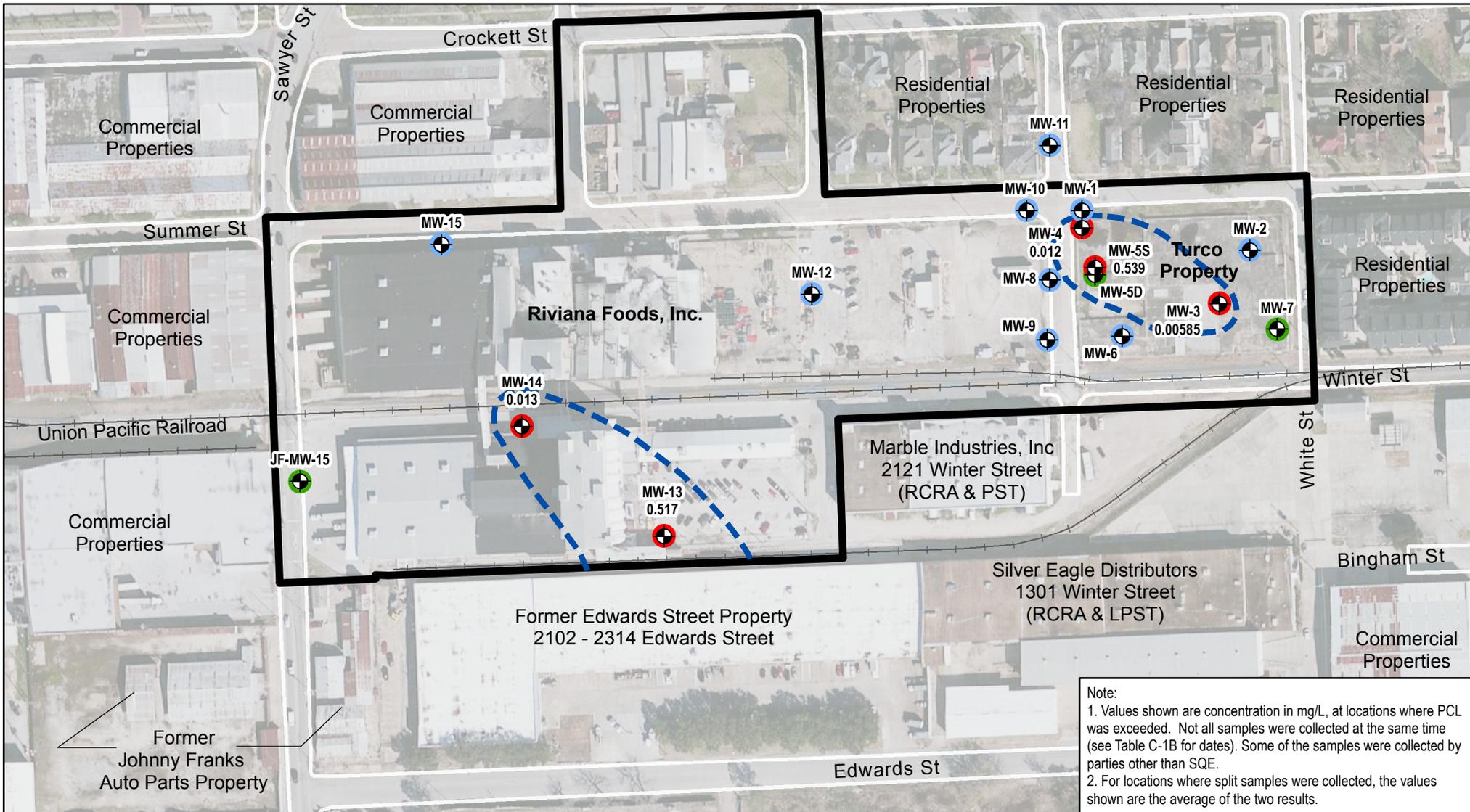
Legend

- Monitoring Well (Permanent)
- Designated Property Boundary (Approximate)
- Affected Groundwater Area (Approximate)
- Sample results indicate chemical was detected and above PCL
- Sample results indicate chemical was detected, but below PCL
- Sample results indicate chemical was not detected

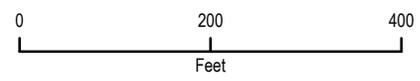


Figure C-11
Tetrachloroethene
Groundwater Map

Riviana-Turco Property
 Houston, Texas



Note:
 1. Values shown are concentration in mg/L, at locations where PCL was exceeded. Not all samples were collected at the same time (see Table C-1B for dates). Some of the samples were collected by parties other than SQE.
 2. For locations where split samples were collected, the values shown are the average of the two results.

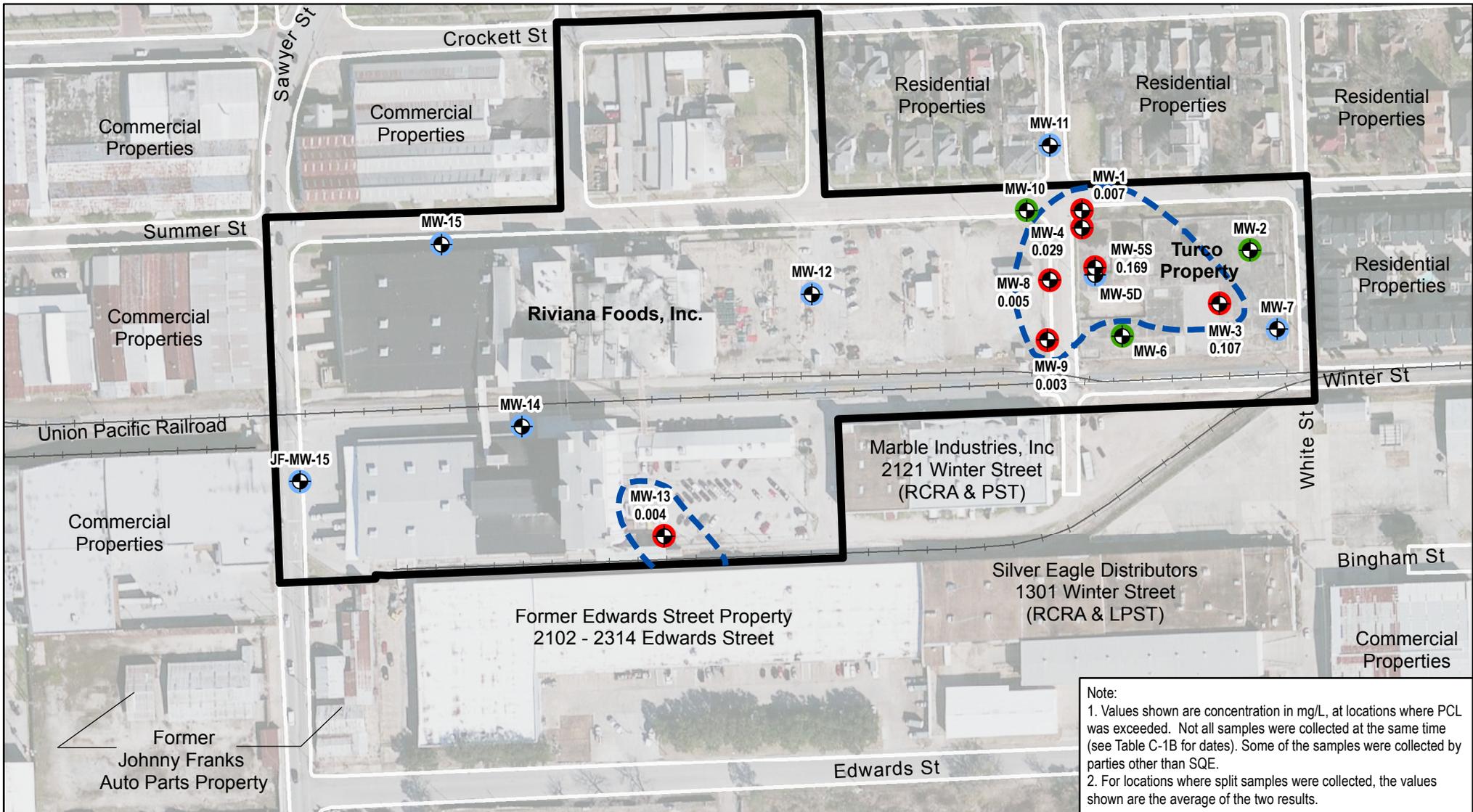


- Legend**
- Monitoring Well (Permanent)
 - Designated Property Boundary (Approximate)
 - Affected Groundwater Area (Approximate)
 - Sample results indicate chemical was detected and above PCL
 - Sample results indicate chemical was detected, but below PCL
 - Sample results indicate chemical was not detected

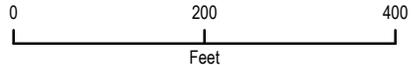


Figure C-12
Trichloroethene
Groundwater Map

Riviana-Turco Property
 Houston, Texas



Note:
 1. Values shown are concentration in mg/L, at locations where PCL was exceeded. Not all samples were collected at the same time (see Table C-1B for dates). Some of the samples were collected by parties other than SQE.
 2. For locations where split samples were collected, the values shown are the average of the two results.

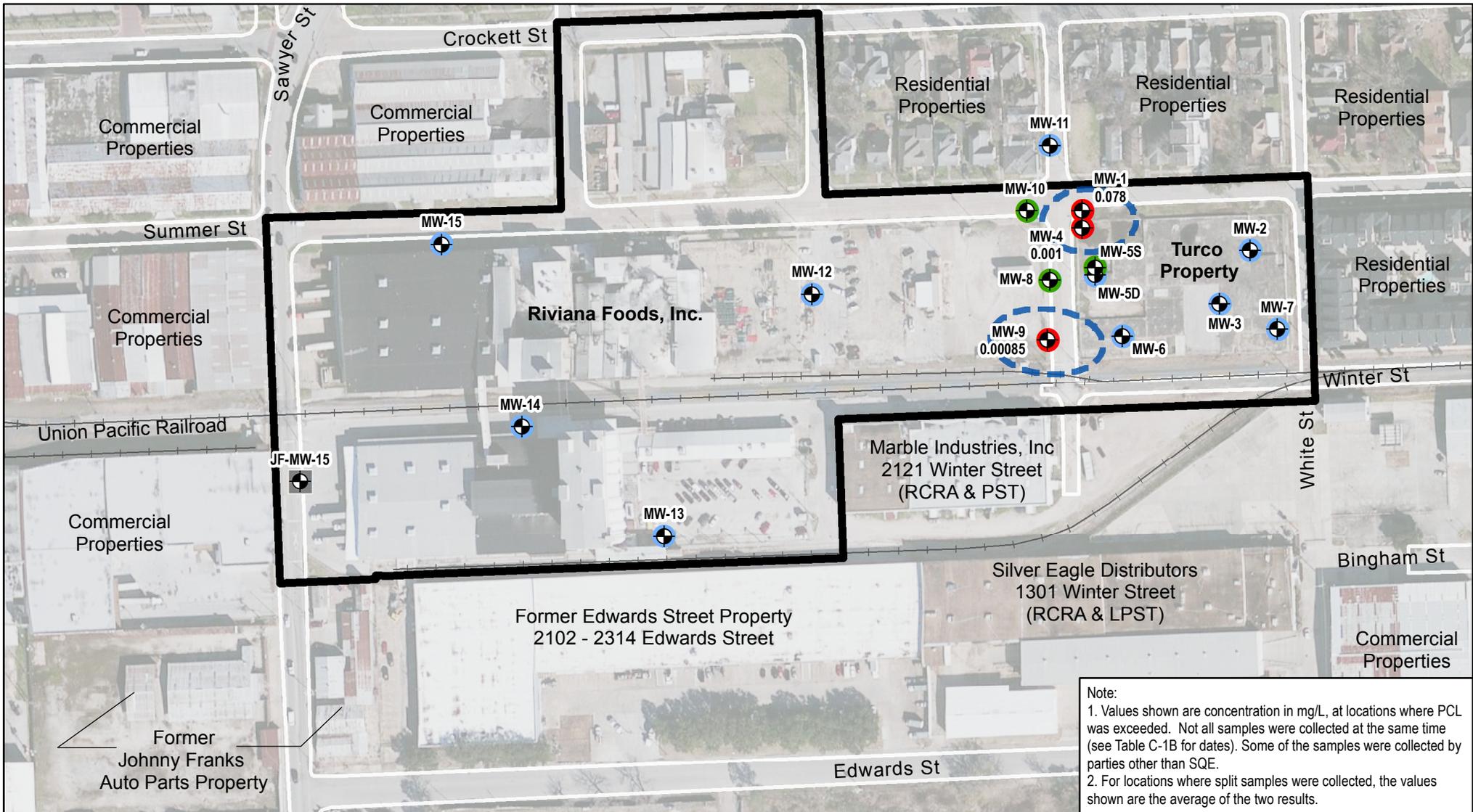


- Legend**
- Monitoring Well (Permanent)
 - Designated Property Boundary (Approximate)
 - Affected Groundwater Area (Approximate)
 - Sample results indicate chemical was detected and above PCL
 - Sample results indicate chemical was detected, but below PCL
 - Sample results indicate chemical was not detected



Figure C-13
Vinyl Chloride
Groundwater Map

Riviana-Turco Property
 Houston, Texas



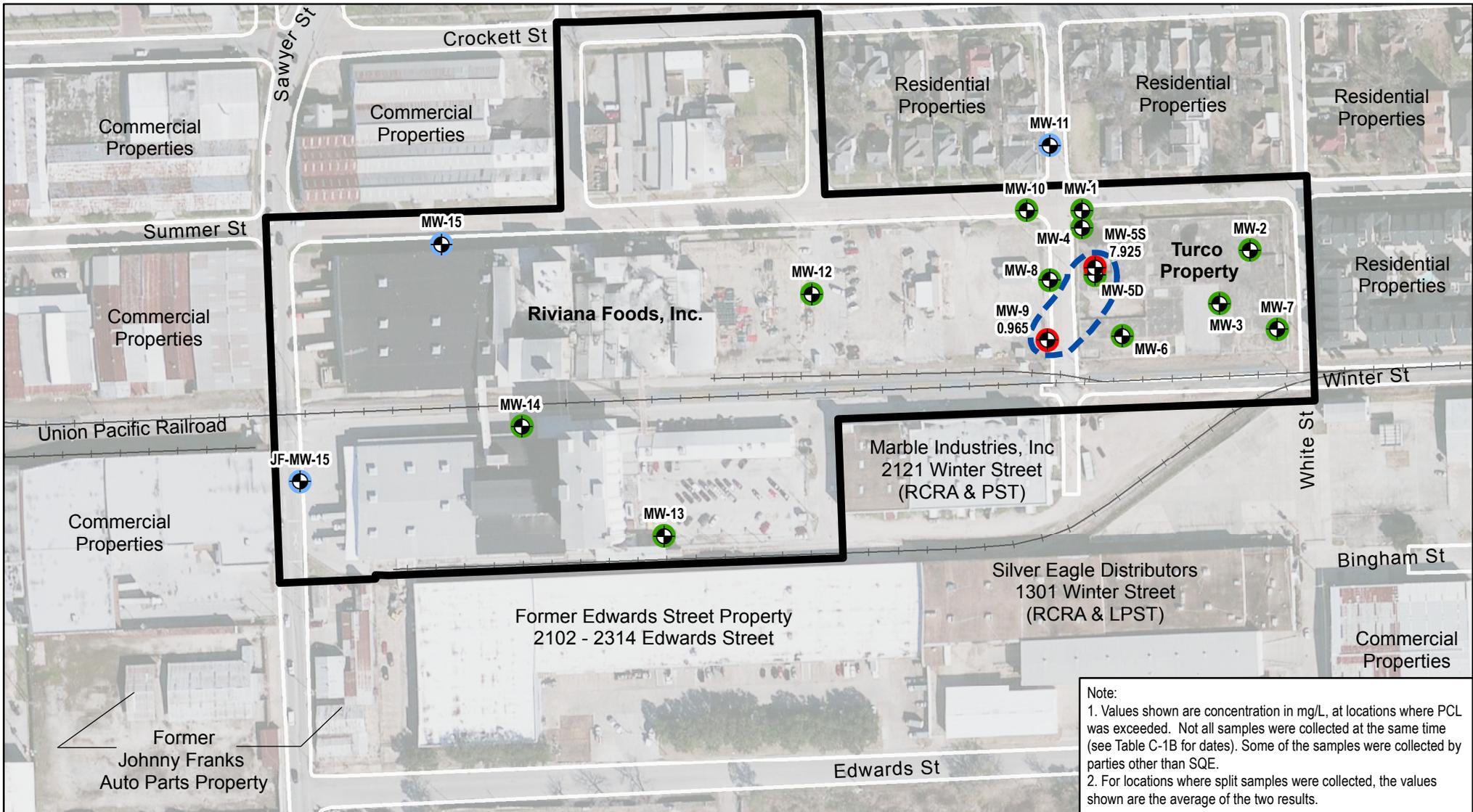
Legend

- Monitoring Well (Permanent)
- Designated Property Boundary (Approximate)
- Affected Groundwater Area (Approximate)
- Sample results indicate chemical was detected and above PCL
- Sample results indicate chemical was detected, but below PCL
- Sample results indicate chemical was not detected
- No results for this chemical

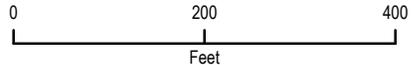


Figure C-14
Bis(2-chloroethyl)ether
Groundwater Map

Riviana-Turco Property
 Houston, Texas



Note:
 1. Values shown are concentration in mg/L, at locations where PCL was exceeded. Not all samples were collected at the same time (see Table C-1B for dates). Some of the samples were collected by parties other than SQE.
 2. For locations where split samples were collected, the values shown are the average of the two results.

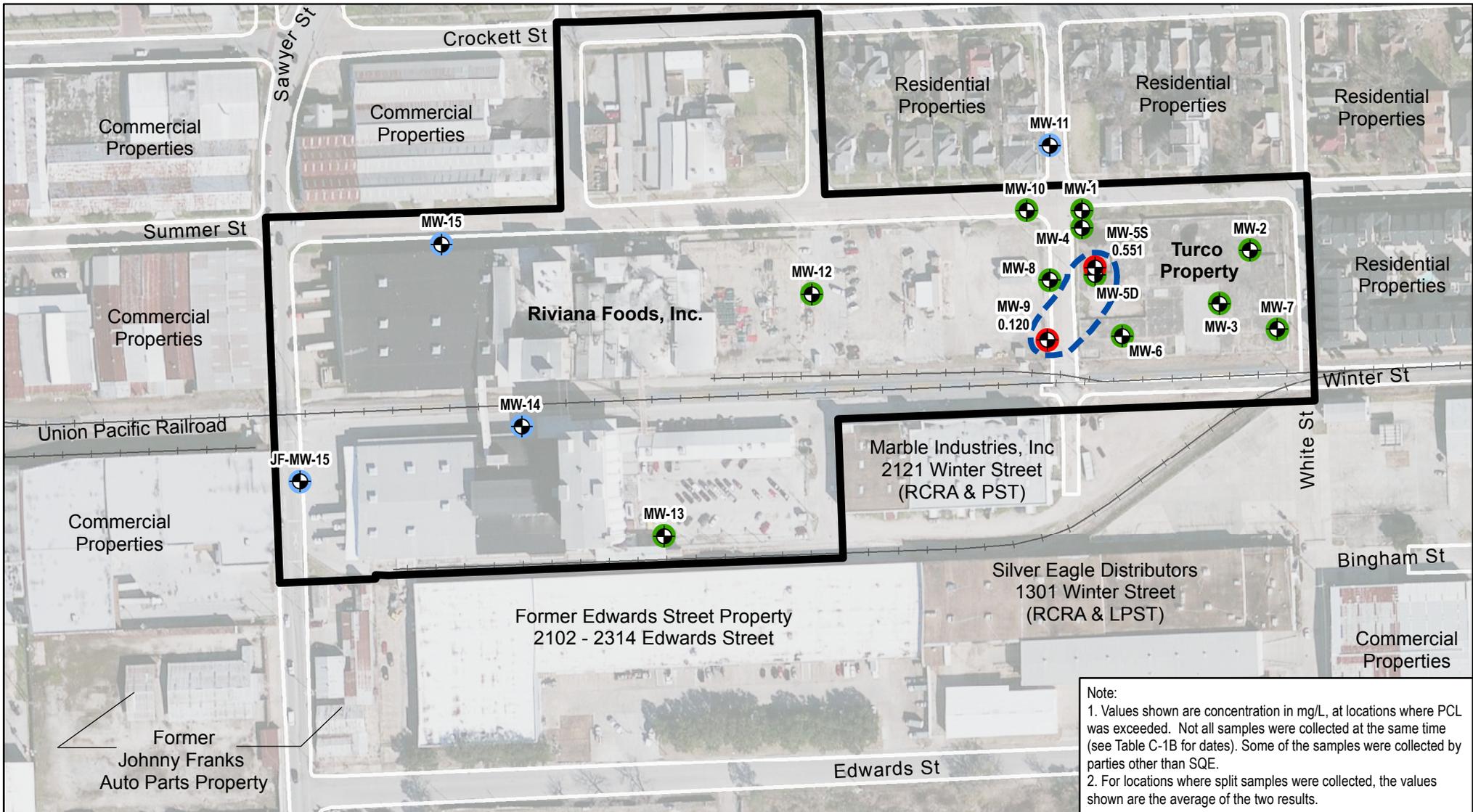


- Legend**
- Monitoring Well (Permanent)
 - Designated Property Boundary (Approximate)
 - Affected Groundwater Area (Approximate)
 - Sample results indicate chemical was detected and above PCL
 - Sample results indicate chemical was detected, but below PCL
 - Sample results indicate chemical was not detected



Figure C-15
1,2-Dichlorobenzene
Groundwater Map

Riviana-Turco Property
 Houston, Texas



Legend

- Monitoring Well (Permanent)
- Designated Property Boundary (Approximate)
- Affected Groundwater Area (Approximate)
- Sample results indicate chemical was detected and above PCL
- Sample results indicate chemical was detected, but below PCL
- Sample results indicate chemical was not detected



Figure C-16
1,4-Dichlorobenzene
Groundwater Map

Riviana-Turco Property
 Houston, Texas

Appendix D

For each contaminant of concern within the designated groundwater:

- a. A description of the ingestion protective concentration level exceedance zone and the non-ingestion protective concentration level exceedance zone, including a specification of the horizontal area and the minimum and maximum depth below ground surface.
- b. The level of contamination, the ingestion protective concentration level, and the non-ingestion protective concentration level, all expressed as mg/L units.
- c. Its basic geochemical properties (e.g., whether the contaminant of concern migrates with groundwater, floats or is soluble in water).

Based on the most recent results, 11 of the COCs are present in the groundwater samples from one or more of the Designated Property permanent wells above the residential groundwater PCLs in the shallow GWBU. The area of affected groundwater is encountered, on average, between approximately 18 and 25 ft bgs beneath the Designated Property and has a typical thickness ranging from 15 to 25 feet. The general downward trend in the chemical concentrations over time from the permanent wells (see Table C-2A), along with the reduced area of the PCLE zone (see Figures C-3A and C-3B) indicated that the overall affected groundwater area is delineated and stable. Figures C-6 through C-16 in Appendix C illustrate the most recent results from each groundwater sampling location as compared to the current ingestion PCLs for benzene; chlorobenzene; 1,2-dichloroethane; cis-1,2-dichloroethene; methylene chloride; tetrachloroethene; trichloroethene; vinyl chloride; bis(2-chloroethyl)ether; 1,2-dichlorobenzene; and 1,4-dichlorobenzene; in groundwater. There were no exceedances of the ingestion PCLs for toluene or 1,3-dichlorobenzene in any of the permanent wells, based on the most recent sampling results. There are no exceedances of non-ingestion groundwater PCLs in any groundwater sample.

A description of each COC which exceeds the ingestion PCL at one or more locations, based on the most recent samples from the Designated Property permanent wells, along with the range of concentrations reported to be present during the most recent environmental investigations, the ingestion and non-ingestion PCLE zones, and geochemical properties are provided in the table below. The concentration ranges are based on the averages of the split samples as provided on Table C-1B. All concentrations are in mg/L.

Benzene	
Concentration Range	<0.00008 to 0.118 mg/L
Ingestion-Based PCL (Residential ^{GW} GW _{Ing})	0.005 mg/L
Ingestion-Based PCLE Zone Area (Approximate)	See Figure C-6
Non-Ingestion-Based PCL (^{Air} GW _{Inh-V})	23 mg/L
Non-Ingestion-Based PCLE Zone	None
Molecular Weight	78.11
Specific Gravity	0.8765
Solubility in Water	1,780 mg/L
Movement in Groundwater	Dissolved chemical will move with the groundwater.

Chlorobenzene	
Concentration Range	<0.00012 to 1.64 mg/L
Ingestion-Based PCL (Residential ^{GW} GW _{Ing})	0.1 mg/L
Ingestion-Based PCLE Zone Area (Approximate)	See Figure C-7
Non-Ingestion-Based PCL (^{Air} GW _{Inh-v})	150 mg/L
Non-Ingestion-Based PCLE Zone	None
Molecular Weight	112.56
Specific Gravity	1.11
Solubility in Water	500 mg/L
Movement in Groundwater	Dissolved chemical will move with the groundwater.
1,2-Dichloroethane	
Concentration Range	<0.00014 to 0.265 mg/L
Ingestion-Based PCL (Residential ^{GW} GW _{Ing})	0.005 mg/L
Ingestion-Based PCLE Zone Area (Approximate)	See Figure C-8
Non-Ingestion-Based PCL (^{Air} GW _{Inh-v})	4.3 mg/L
Non-Ingestion-Based PCLE Zone	None
Molecular Weight	98.96
Specific Gravity	1.253
Solubility in Water	8,700 mg/L
Movement in Groundwater	Dissolved chemical will move with the groundwater.
cis-1,2-Dichloroethene	
Concentration Range	<0.00006 to 2.805 mg/L
Ingestion-Based PCL (Residential ^{GW} GW _{Ing})	0.07 mg/L
Ingestion-Based PCLE Zone Area (Approximate)	See Figure C-9
Non-Ingestion-Based PCL (^{Air} GW _{Inh-v})	160 mg/L
Non-Ingestion-Based PCLE Zone	None
Molecular Weight	97
Specific Gravity	1.27
Solubility in Water	5100 mg/L
Movement in Groundwater	Generally present in the dissolved phase and moves with the groundwater.
Methylene Chloride	
Concentration Range	<0.00015 to 35.85 mg/L
Ingestion-Based PCL (Residential ^{GW} GW _{Ing})	0.005 mg/L
Ingestion-Based PCLE Zone Area (Approximate)	See Figure C-10
Non-Ingestion-Based PCL (^{Air} GW _{Inh-v})	2,800 mg/L
Non-Ingestion-Based PCLE Zone	None
Molecular Weight	84.93
Specific Gravity	1.33
Solubility in Water	20,000 mg/L
Groundwater Migration	Generally moves with the groundwater.
Tetrachloroethene	
Concentration Range	<0.00013 to 0.017 mg/L
Ingestion-Based PCL (Residential ^{GW} GW _{Ing})	0.005 mg/L
Ingestion-Based PCLE Zone Area (Approximate)	See Figure C-11
Non-Ingestion-Based PCL (^{Air} GW _{Inh-v})	64 mg/L

Non-Ingestion-Based PCLE Zone	None
Molecular Weight	165.8
Specific Gravity	1.62
Solubility in Water	150 mg/L
Movement in Groundwater	Dissolved chemical will move with the groundwater.
Trichloroethene	
Concentration Range	<0.00018 to 0.539 mg/L
Ingestion-Based PCL (Residential ^{GW} GW _{Ing})	0.005 mg/L
Ingestion-Based PCLE Zone Area (Approximate)	See Figure C-12
Non-Ingestion-Based PCL (^{Air} GW _{Inh-v})	24 mg/L
Non-Ingestion-Based PCLE Zone	None
Molecular Weight	131.4
Specific Gravity	1.46
Solubility in Water	1,100 mg/L
Movement in Groundwater	Dissolved chemical will move with the groundwater.
Vinyl Chloride	
Concentration Range	<0.00011 to 0.107 mg/L
Ingestion-Based PCL (Residential ^{GW} GW _{Ing})	0.002 mg/L
Ingestion-Based PCLE Zone Area (Approximate)	See Figure C-13
Non-Ingestion-Based PCL (^{Air} GW _{Inh-v})	0.49 mg/L
Non-Ingestion-Based PCLE Zone	None
Molecular Weight	62.489
Specific Gravity	0.91
Solubility in Water	1,100 mg/L
Movement in Groundwater	Gas at ambient temperatures and pressures. Generated from the degradation of some chlorinated organics (like PCE and TCE). Off gasses from groundwater.
Bis(2-chloroethyl)ether	
Concentration Range	<0.000029 to 0.078 mg/L
Ingestion-Based PCL (Residential ^{GW} GW _{Ing})	0.00083
Ingestion-Based PCLE Zone Area (Approximate)	See Figure C-14
Non-Ingestion-Based PCL (^{Air} GW _{Inh-v})	12 mg/L
Non-Ingestion-Based PCLE Zone	None
Molecular Weight	143.01
Specific Gravity	1.22
Solubility in Water	10,200
Movement in Groundwater	Dissolved chemical will move with groundwater.
1,2-Dichlorobenzene	
Concentration Range	<0.00003 to 7.925 mg/L
Ingestion-Based PCL (Residential ^{GW} GW _{Ing})	0.6 mg/L
Ingestion-Based PCLE Zone Area (Approximate)	See Figure C-15
Non-Ingestion-Based PCL (^{Air} GW _{Inh-v})	150 mg/L
Non-Ingestion-Based PCLE Zone	None

Molecular Weight	147.01
Specific Gravity	1.30
Solubility in Water	100 mg/L
Movement in Groundwater	Dissolved chemical will move with the groundwater.
1,4-Dichlorobenzene	
Concentration Range	<0.00011 to 0.551 mg/L
Ingestion-Based PCL (Residential ^{GW} GW _{Ing})	0.075 mg/L
Ingestion-Based PCLE Zone Area (Approximate)	See Figure C-16
Non-Ingestion-Based PCL (^{Air} GW _{Inh-v})	460 mg/L
Non-Ingestion-Based PCLE Zone	None
Molecular Weight	147
Specific Gravity	1.25
Solubility in Water	49 mg/L
Movement in Groundwater	Dissolved chemical will move with the groundwater. If present as a separate phase liquid, will float.

Appendix E

A table displaying the following information for each contaminant of concern, to the extent known:

- a. The maximum concentration level for soil and groundwater, the ingestion protective concentration level, and the non-ingestion protective concentration level, all expressed as mg/L units.*

- b. The critical protective concentration level without the municipal setting designation, highlighting any exceedences.*

The attached Tables E-1 and E-2 provide the information listed above.

Table E-1
Summary of Soil Results - Maximum Concentrations and
Protective Concentration Levels
Riviana-Turco Property

Chemical	Maximum Reported	Residential PCL - Ingestion, Inhalation, and Dermal Contact	Residential PCL - Soil-to-Groundwater Ingestion	Critical Residential PCL - Without MSD
Benzene	< 0.5	120	0.026	0.026
Chlorobenzene	14	520	1.1	1.1
1,2-Dichloroethane	91	11	0.014	0.014
Cis-1,2-Dichloroethene	0.16	140	0.25	0.25
Methylene Chloride	770	480	0.013	0.013
Tetrachloroethene	970	450	0.05	0.05
Trichloroethene	1,300	18	0.034	0.034
Toluene	100	5900.0	8.2	8.2
Vinyl Chloride	0.036	3.7	0.02	0.02
Bis(2-chloroethyl)ether	33	2.2	2,100	2.2
1,2-Dichlorobenzene	2,900	720	18	18
1,3-Dichlorobenzene	76	120	6.7	6.7
1,4-Dichlorobenzene	580	250	2	2.1

Notes:

Concentrations are as reported in mg/kg.

The Maximum Reported concentrations are based on all of the soil data that has been collected in association with the Turco VCP and Riviana IOP projects. Not all of the soil data was collected at the same time.

PCL is the Protective Concentration Level as listed in the June 2012 tables under the Texas Commission on Environmental Quality, Texas Risk Reduction Program.

Exceedances of the Soil-to-Groundwater PCL (without an MSD) are indicated with **bold red** font. Those that exceed the PCL for direct exposure are underlined.

A less than sign (<) indicates that the chemical was not detected in any of the soil samples.

Table E-2
Summary of Groundwater Results - Maximum Concentrations and
Protective Concentration Levels
Riviana-Turco Property

Chemical	Maximum Reported	Residential PCL - Ingestion	Residential PCL - Non-ingestion	Critical PCL - Without MSD
Benzene	0.118	0.005	180	0.005
Chlorobenzene	1.64	0.1	1,200	0.1
1,2-Dichloroethane	0.265	0.005	33	0.005
Cis-1,2-Dichloroethene	2.805	0.07	1,200	0.07
Methylene Chloride	35.85	0.005	21,000	0.005
Tetrachloroethene	0.017	0.005	500	0.005
Trichloroethene	0.539	0.005	24	0.005
Toluene	0.414	1.0	64,000	1
Vinyl Chloride	0.169	0.002	3.8	0.002
Bis(2-chloroethyl)ether	0.078	0.00083	93	0.00083
1,2-Dichlorobenzene	7.925	0.6	1,200	0.6
1,3-Dichlorobenzene	0.107	0.73	190	0.73
1,4-Dichlorobenzene	0.551	0.075	3,600	0.075

Notes:

Concentrations are as reported in mg/L.

The Maximum Reported concentrations are based on the groundwater data collected in April 2014.

PCL is the Protective Concentration Level as listed in the June 2012 tables under the Texas Commission on Environmental Quality, Texas Risk Reduction Program, for Residential property use.

Exceedances of the PCL based on groundwater ingestion are indicated with **bold red** font. None of the maximum concentrations exceed the PCL for the non-ingestion pathway.

Appendix F

If the plume extends beyond the limits of property owners listed in this application, list the owners of the additional property beneath which the plume(s) extend(s), and a summary of interactions with those property owners about the plume(s) and this MSD application. Please Note: You are not required under this item to notify affected property owners, only to provide a summary of who affected property owners are, and if there have been any communications. "No contact" can be an acceptable answer.

Based on the existing information, impacted groundwater is present beneath several properties in the vicinity of the Designated Property. Provided below is a summary of communications with the owners of the additional properties beneath which affected groundwater may be present:

Property	Communications
Union Pacific Railroad	Based upon our communications with Union Pacific, Union Pacific is aware of the nature of the contamination and has agreed to be included in this MSD.
Marble Industries Property	Based on historical data, the plume potentially extended onto the northwestern corner of this property. As a result, the current owner (Winter Street Building LTD), was notified in August 2012 regarding the IOP application of Riviana Foods, Inc. No specific groundwater information was provided. Based on the most recent groundwater data, it appears that the plume no longer extends onto this property.
Edwards Street Properties	The current owners (First Industrial Texas LP and Westheimer Retail LTD) were notified in August 2012 regarding the IOP application of Riviana Foods, Inc. No specific groundwater information was provided. Previously, in 2001, this property was entered in the TNRCC (now the TCEQ) IOP, but was denied an IOP certificate.

Appendix G

*A statement as to whether the plume of contamination is stable (i.e. no change), or contracting, and delineated **with the basis for that statement**. Please include historical sampling data.*

Figure C-3A illustrates the area of affected groundwater based on the most recent sampling results. Figure C-3B illustrates the approximate area of affected groundwater based on historical sampling results (samples collected in 2011 and before). Historical groundwater results for the permanent groundwater monitoring wells associated with the Designated Property are provided in Table C-2A. The generally decreasing chemical concentration (Table C-2A) in the permanent groundwater monitoring wells, along with the reduced plume area (see Figures C-3A and C-3B), demonstrates that the overall affected groundwater area is delineated and stable. Although there has been some variability of the chemical concentrations within the area of affected groundwater, the majority of the chemical concentrations, have decreased over time. In addition, the presence of degradation compounds, like cis-1,2-dichloroethene and vinyl chloride, indicate that the chlorinated compounds are being naturally degraded. The chemicals identified in the groundwater have not been used within the Designated Property for over 25 years.

The vertical delineation is demonstrated by the results of the samples collected from well MW-5D. As shown on Table C-2A, there has been no exceedances of a PCL in samples collected from this well in 2011 and both of the split samples from 2014. This well is screened in the lower portion of the affected GWBU, within an area of groundwater containing the highest COC concentrations, and does not contain COCs above the PCLs. This demonstrates that the vertical migration is limited and defined.

The horizontal delineation is provided by samples from permanent wells which are on the Designated Property, and indicate COC concentrations below the PCLs. As discussed, monitoring wells MW-2, MW-3, MW-6 and MW-7 have been abandoned, so for these locations the most recent samples available (collected in 2011). Based on the April 2014 sampling results, the plume on the eastern portion of the Designated Property is fully delineated horizontally within the Designated Property. The plume on the southern portion of the Riviana property is delineated on-site and in the downgradient direction (using the 2009 results from JK-MW-15). However, since this plume appears to originate from an off-site source to the south, or southeast, the upgradient edge of this plume is not delineated by the most recent groundwater sample results.