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**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

OII SITE CUSTODIAL TRUST  
c/o New Cure, Inc.  
2550 Greenwood Avenue  
Monterey Park, CA 91755

North Parcel

---

(Space Above for Recorder's Use Only)

**COVENANT TO RESTRICT USE OF PROPERTY**

**ENVIRONMENTAL RESTRICTION**

**Assessor Parcel Numbers:**

**5275-002-002, 5275-003-002 and 5275-003-016**

THIS COVENANT AND AGREEMENT ("Covenant") is made by and between the OII SITE CUSTODIAL TRUST (the "Covenantor"), the current owner of property situated in the City of Monterey Park, County of Los Angeles, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the DEPARTMENT OF TOXIC SUBSTANCES CONTROL (the "Department"). Pursuant to Civil Code Section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code Section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree pursuant to Civil Code Section 1471 and Health and Safety Code Section 25355.5 that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, Section 67391.1. The provisions of this Covenant shall be for the benefit of, and shall be enforceable by, the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ("U.S. EPA"), as a third party beneficiary pursuant to general contract law, including, but not limited to, Civil Code Section 1559.

**ARTICLE I**

**STATEMENT OF FACTS**

1.01. The Property is part of the Operating Industries, Inc. Superfund Site ("OII Site"), as such term is defined in CD3 defined below, which the U.S. EPA, pursuant to Section 105 of the

-1-

North Parcel Covenant  
4/15/2013; 10:25:24 AM

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN TITLE INSURANCE COMPANY AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON TITLE.

*attached exhibit A*

*1796 Accm 21 8*

Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register in May 1986 (Assessor Parcel Numbers: 5275-002-002, 5275-003-002 and 5275-003-016).

1.02. In two Records of Decision ("RODs"), the ROD for the Gas Migration Control and Landfill Cover Operable Unit of the OII Site, dated September 30, 1988 and amended on September 28, 1990, and the Final Record of Decision ("Final ROD") for the OII Site, dated September 30, 1996, the U.S. EPA selected the final remedial action for the OII Site ("Remedial Action").

1.03. The Remedial Action and other response actions (collectively, the "Response Actions") for the OII Site have been or are being implemented or may, in the future, be implemented under the oversight of the U.S. EPA and the Department pursuant to consent decrees entered by the United States District Court.

1.04. The remedial actions for the OII Site have been implemented under the oversight of the U.S. EPA and the Department.

1.05. Site remediation included the following:

- (a) Excavation and stockpiling of existing cover material from designated areas within the Property; waste excavation and removal from Caltrans right of way;
- (b) Removal of lead impacted soil for use as engineered fill, fill substitute and 3:1 blending with right of way refuse for reconsolidation within the Property landfill footprint;
- (c) Placement of lead-impacted soil from Caltrans right of way within Property landfill, reconsolidation of waste excavated from the Caltrans right of way in designated areas of the Property, fill placement in Caltrans right of way in accordance with Caltrans grading and slope design guidelines, and grading within the Caltrans right of way adjacent to the Property boundary line along Highway 60;
- (d) Construction of low-permeability barrier cover systems over exposed areas of the Property following waste removal;
- (e) Construction of monocover system over the Southern California Edison North Parcel slope;

- (f) Construction of geosynthetic clay liner cover system and moncover system in the proposed future parking lot and building areas of the Property;
- (g) Development and installation of cover drainage systems, including retention basin and other associated piping;
- (h) Installation of utility systems including new landfill gas collection and monitoring wells and conveyance lines;
- (i) Development of long-term operation and maintenance of the above and related components of the remediation in accordance with the Response Actions and CD3.

1.06. The restrictions set forth in this Covenant, are necessary to fully implement the Remedial Actions described in the RODs and to protect human health by preventing disruption of the remedial systems. A human health risk assessment was completed at the OII Site in 1996. Specific and essential elements of the human health risk assessment are described in Section 5 of the Final ROD. In order to address these risks, the Final ROD provided, among other things, for the establishment of institutional controls to ensure appropriate future use of the OII Site.

1.07. Hazardous Substances, as defined in section 25316 of the California Health and Safety Code ("H&SC"), (within Chapter 6.8, Division 20 of the H&SC), and in section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") (42 USC §9601 (14)); and also Title 40 Code of Federal Regulations ("CFR") parts 261.3 and 302.4, remain on portions of the Property. These substances are also hazardous materials as defined in Health and Safety Code section 25260(d). These contaminant(s) include, but are not limited to: 1,4-dioxane, trichloroethene (TCE), tetrachloroethane (PCE), cis-1,2-dichloroethene, mercury, nickel, selenium, vinyl chloride, 1,1 dichloroethane, benzene and lead.

ARTICLE II

DEFINITIONS

2.01. CERCLA Lead Agency. "CERCLA Lead Agency" means the governmental entity having the designated lead responsibility to implement response action under the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. U.S. EPA or a state agency acting pursuant to a contract or cooperative agreement executed under CERCLA Section 104(d)(1), 42 U.S.C. 9604(d)(1), or designated pursuant to a CERCLA Memorandum of Agreement entered into under subpart F of the NCP (40 C.F.R. 300.505) may be designated CERCLA Lead Agency.

2.02. Consent Decrees.

2.02.01. "CD3" means that certain Third Partial Consent Decree, CV 91-6520-IH, filed in the United States District Court for the Central District of California, Western Division, in that certain action entitled *United States of America, et al. v. Chevron Chemical Company, et al;* and

2.02.02. "CD8" means that certain Eighth Partial Consent Decree, CV 01-11162 filed in the United States District Court, Central District of California, Western Division, in that certain action entitled *United States of America, et al. v. Chevron Environmental Management Company, et al.*

2.03. Department. "Department" means the California Department of Toxic Substances Control and includes its successor departments or agencies, if any.

2.04. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any Section of this Covenant.

2.05. Existing Contamination. "Existing Contamination" means "Existing Contamination," as such term is used in this Covenant shall mean: (i) any hazardous substances, pollutants or contaminants present or existing on or under the Property as of the entry date of CD3 by the United States District Court, which entry date was March 30, 1992; (ii) any hazardous substances, pollutants or contaminants within the Property that migrated from the location at which they were initially released into the environment prior to the entry date of CD3; and (iii) any hazardous substances, pollutants or contaminants at the Property that migrate onto, under or from their locations as of the entry date of CD3.

2.06. Improvements. "Improvements" include, but are not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.07. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

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

2.09. Owner. "Owner" means the owner of a fee simple interest in all or any portion of the Property, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to, or an ownership interest in, all or any portion of the Property.

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2.10. Remedial Systems. "Remedial Systems" shall mean the remedial equipment and systems located on the Property, including all the items identified in Section 1.05.

2.11. U.S. EPA. "U.S. EPA" means the United States Environmental Protection Agency and includes its successor agencies, if any.

ARTICLE III

GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth Environmental Restrictions, that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code Section 25355.5(a)(1)(C) and Civil Code Section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of and enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Covenantor, Owners/Occupants. Pursuant to Health and Safety Code Section 25355.5(a)(1)(C), this Covenant binds the Covenantor; all Owners and Occupants of the Property; their respective heirs, successors, and assignees, and the agents, employees, and lessees of the Owners, heirs, successors, and assignees. Pursuant to Civil Code Section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease, sublease, assignment or other transfer of the Property, or any portion thereof, the Covenantor, Owner, lessor, sublessor, assignor or other transferor shall give the buyer, lessee, sublessee, assignee or other transferee written notice that hazardous substances are located on or beneath the Property, in substantially the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A COVENANT TO RESTRICT USE OF PROPERTY AND ENVIRONMENTAL RESTRICTIONS DATED \_\_\_\_\_, 2013, RECORDED IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA ON \_\_\_\_\_, 2013, AS INSTRUMENT NO. \_\_\_\_\_ ENFORCEABLE BY THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, AS AN INTENDED THIRD-PARTY BENEFICIARY.

3.04. Incorporation into Deeds and Leases. The Covenant and its Environmental Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases,

assignments, or other transfers of all or any portion of the Property that are hereafter executed or renewed.

3.05. Conveyance of Property. The Covenantor during its ownership of the Property or an Owner during its ownership of the Property, shall provide notice to the Department and U.S. EPA not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department and U.S. EPA shall not, by reason of this Covenant, have any authority to approve, disapprove, or otherwise affect any proposed conveyance by the Covenantor or Owner. The Covenantor and Owner recognize that any sale of any ownership interest will be subject to this Covenant.

3.06. Costs of Administering the Covenant to be paid by Covenantor and Owner. The Department has incurred and will in the future incur costs associated with the implementation and administration of this Covenant. Therefore, the Covenantor, hereby covenants for the Covenantor and for all subsequent Owners, that pursuant to California Code of Regulations, Title 22, Section 67391.1(h), the Covenantor during its ownership of the Property, or an Owner during its ownership of the Property, shall pay the Department's costs in administering the Covenant. Notwithstanding the foregoing: (1) with respect to the Covenantor, this Section 3.06 shall not impose any greater requirements for the payment of costs of administrating this Covenant on the Covenantor than those imposed by the terms and conditions of CD8, and (2) this Section 3.06 shall not lessen the obligations that any person may have pursuant to CD8 to pay the Department's costs.

ARTICLE IV

RESTRICTIONS

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

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

4.02. Prohibited Activities. Except as required or otherwise provided in CD3 and CD8 and unless a change is authorized pursuant to Article VI of this Covenant the following activities are specifically prohibited:

- (a) Raising of food (e.g., cattle or food crops);
- (b) Drilling for drinking water, oil, or gas;
- (c) Any extraction of groundwater for purposes or uses other than implementation of and compliance with CD3 and CD8;
- (d) Any activity that results in a release or threat of release of any hazardous substance that either: (i) is subject to reporting requirements pursuant to Section 103(a) of CERCLA, 42 U.S.C. § 9603(a), or (ii) otherwise prompts a Response Action by the U.S. EPA or the Department;
- (e) Any activity of a nature that would require issuance of a permit by the U.S. EPA or the State of California under the Resource Conservation and Recovery Act ("RCRA") or the California Hazardous Waste Control Law;
- (f) Any activity that interferes with or adversely affects, or that the U.S. EPA determines (after notice to, and consultation with, Department) may interfere with or adversely affect the integrity or protectiveness of any of the Property remedial measures or Response Actions, including, but not limited to, the inauguration or continued effectiveness of any institutional controls for the Property;
- (g) Any activity that causes or contributes, or that the U.S. EPA determines (after notice to, and consultation with, Department) may cause or contribute, to the migration or release of any Existing Contamination; and
- (h) Any construction or excavation activities on any portion of the Property that may disturb any structure or activity implemented as a part of the Remedial Action, except in compliance with CD3, CD8 or Development, Design and Construction Plan for the Property that has been approved in writing by the U.S. EPA (after notice to, and consultation with, Department) pursuant to CD3 and CD8.

4.03. Non-Interference with Remedial Systems.

(a) All uses and development of the Property shall preserve the integrity and physical accessibility of the Remedial Systems including, but not limited to, the remedial monocover, landfill gas collection system, landfill gas flare, groundwater remedial treatment system, groundwater extractions wells, and groundwater monitoring wells. Activities that may interfere with or affect the integrity of the Remedial Systems, as constructed pursuant to the RODs, shall not be conducted on the Property, except as authorized in subparagraph (b) below.

(b) Except as authorized by CD3 and CD8 and the operation and maintenance relating to the Property, the following activities shall not occur without prior written approval by U.S. EPA after notice and opportunity to comment by the Department:

- (i) Construction or modifications that impact any of the Remedial Systems;
- (ii) Interference with or alterations of the grading, vegetation, or drainage controls; and
- (iii) Penetrations or interferences (including, but not limited to, utility trench excavations, excavations for planting trees or large bushes, foundation excavations, and foundation piles) within the monocover or potentially impacting any Remedial Systems.

(c) The Covenantor during its ownership of the Property, or an Owner during its ownership of the Property, shall notify U.S. EPA and the Department of each of the following: (i) the type, cause, location and date of any damage to the monocover or other Remedial Systems; and (ii) the type and date of repair of such damage. Notification to U.S. EPA and the Department shall be made as provided below within ten (10) business days of both the discovery of any such disturbance and the completion of any repairs. Timely and accurate notification by the Covenantor during its ownership of the Property, or any Owner during its ownership of the Property, or any Occupant shall satisfy this requirement on behalf of the Covenantor and all other Owners and Occupants.

(d) New groundwater extraction, injection or monitoring wells shall not be constructed unless prior written approval for such is obtained from U.S. EPA after notice and opportunity to comment by the Department.

(e) The Covenantor during its ownership of the Property, or an Owner during its ownership of the Property, will provide a copy of this Covenant to all easement holders for all or any portions of the Property.

(f) The Covenantor during its ownership of the Property, or an Owner during its ownership of the Property, shall maintain site access controls, such as gates, fencing, and barriers, as well as warning signs and other necessary information, in and around the Property, in accordance with CD3 and CD8.

Notwithstanding the foregoing, the Parties and the U.S. EPA acknowledge that redevelopment of the Property or portions thereof is planned for commercial purposes and the Parties and the U.S. EPA agree that such redevelopment is permitted under this Covenant, provided the redevelopment complies with all applicable laws, the CD3, CD8 and the terms of this Covenant, including, without limitation, the Prohibitive Uses set forth in Section 4.01., the Prohibitive

Activities set forth in Section 4.02. and the Non-Interference with Remedial Systems set forth in Section 4.03. above.

4.04. Access for the Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the terms and conditions of CD3 and CD8 as deemed necessary in order to protect the public health or safety, or the environment. Nothing in this Covenant is intended to limit any rights of access that the Department may have pursuant to federal or state law.

4.05. Access for Implementing Operation and Maintenance and Five Year Reviews. As provided in and consistent with CD8, the entity or person responsible for implementing the Operation and Maintenance Plans and Five Year Reviews shall have reasonable right of entry and access to the Property for the purpose of implementing the Operation and Maintenance Plans and Five Year Reviews until the CERCLA Lead Agency determines that no further operation and maintenance or Five Year Review is required.

4.06 Access for U.S. EPA. Nothing in this Covenant shall limit or otherwise affect the U.S. EPA's right of entry and access to the Property under CERLCA; the National Contingency Plan, 40 Code of Federal Regulations Part 300 (1997) and its successor provisions; or federal law.

4.07. Inspection and Reporting Requirements. The Covenantor shall conduct all inspections of the Property and reporting, including, without limitation, annual reports, to the Department in accordance with the requirements of CD8.

ARTICLE V

ENFORCEMENT

5.01. Enforcement-Covenantor. Failure of the Covenantor to comply with this Covenant shall be grounds for the Department to enforce the terms, conditions, obligations and Environmental Restrictions contained herein. The Department may enforce such failure or any violation of this Covenant pursuant to the rights of enforcement set forth in CD8.

5.02. Enforcement-Owner or Occupant. Failure of any Owner or Occupant to comply with this Covenant shall be grounds for the Department to enforce the terms, conditions, obligations and Environmental Restrictions contained herein. The Department may enforce such failure or any violation of this Covenant pursuant to the laws of the State of California. The Department may also enforce the Environmental Restrictions contained herein pursuant to its rights under (i) Federal law, or (ii) the decree of a Federal Court.

5.03. Enforcement Rights of U.S. EPA as a Third Party Beneficiary. U.S. EPA, as a third party beneficiary, has the right to enforce the Environmental Restrictions contained herein.

5.04. Coordination and Minimization of Interference. The Department shall use reasonable efforts to minimize any material interference caused by the exercise of the rights provided the Department, including, but not limited to, entry upon and response relating to the Property, in the operations or use of the Property after the sale, transfer, lease and commercial development of the Property. Reasonable efforts for purposes of this Section shall include, but are not limited to, engaging in discussions with the persons who own or control the relevant portion(s) of the Property in order to minimize any potential material interference, provided that doing so would not incur delays that could result in harm to human health or the environment.

## ARTICLE VI

### VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code Section 25223 and a copy of the application shall be submitted to U.S. EPA simultaneously with the application submitted to the Department. No variance may be granted under this Section without prior notice to and opportunity to comment by U.S. EPA.

6.02. Termination. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the terms of this Covenant as they apply to all or any portion of the Property, except for the Prohibited Uses and Prohibited Activities set forth in Sections 4.01 and 4.02 which shall continue in effect in perpetuity. Such application shall be made in accordance with Health and Safety Code Section 25224 and a copy of the application shall be submitted to U.S. EPA simultaneously with the application submitted to the Department. No termination may be granted under this Section without prior notice to and opportunity to comment by U.S. EPA. Any such termination must be in compliance with the terms and conditions of CD3 and CD8.

6.03. Term. Unless ended in accordance with Section 6.02, by law, or by the Department in the exercise of its discretion, after providing notice to and an opportunity to comment by U.S. EPA, this Covenant shall continue for the term set forth in CD3 and CD8, except with respect to Section 4.01 Prohibited Uses and Section 4.02 Prohibited Activities, which shall continue in effect in perpetuity.

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ARTICLE VII

MISCELLANEOUS

7.01. No Dedication or Taking. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing set forth in this Covenant shall be construed to effect a taking under state or federal law.

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

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

Owner/Covenantor: OII Site Custodial Trust  
c/o New Cure, Inc.  
2550 Greenwood Avenue  
Monterey Park, California 91755  
Attn: David Hirsch  
Telephone: (323) 720-9775

With a copy to: David A. Giannotti  
Attorney at Law  
307 N. Orange Drive  
Los Angeles, California 90036  
Telephone: (310) 938-9008

U.S. EPA: U. S. Environmental Protection Agency  
Office of Regional Counsel ORC-3  
75 Hawthorne Street  
San Francisco, California 94105  
Attention: Janet Magnuson, Esq.  
Telephone: (415) 972-3887

DEPARTMENT:

Department of Toxic Substances Control  
Brownsfield and Environmental  
Restoration Program  
9211 Oakdale Avenue  
Chatsworth, California 91311  
Attention: Stephen W. Lavinger, Branch Chief  
Telephone: (818) 717-6528

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

7.04. Partial Invalidity. If any portion of this Covenant's terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant, or the application of such portions to persons or circumstances other than those to which it is found to be invalid, shall remain in full force and effect as if such portion found invalid had not been included herein.

7.05. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed to effectuate the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

7.06. Statutory References. All statutory and regulatory references include successor provisions.

7.07. Incorporation of Attachments. All attachments and exhibits to this Covenant are incorporated herein by reference.

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

7.09. No Delegation. Nothing set forth in this Covenant shall be construed to be a delegation of any authorities of the Department under any statute or regulation.

7.10. Counterparts. The Parties may execute this Covenant in two or more counterparts, which shall, in the aggregate, be deemed to have been jointly executed by all Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

7.11. Reserved Rights of Covenantor: The Covenantor hereby reserves unto itself, its successor and assigns, all rights and privileges in and to and the use of the Property which are not incompatible with the easements, rights, and restrictions granted herein.

IN WITNESS WHEREOF, the Parties have executed this Covenant on the dates indicated below.

**“Covenantor”**

**OII SITE CUSTODIAL TRUST**

By David 2. Hirsch  
David Hirsch, Trustee

Date: April 19, 2013

**“Department”**

**CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL,**

By: Executed in Counterpart  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2013

7.11. Reserved Rights of Covenantor: The Covenantor hereby reserves unto itself, its successor and assigns, all rights and privileges in and to and the use of the Property which are not incompatible with the easements, rights, and restrictions granted herein.

IN WITNESS WHEREOF, the Parties have executed this Covenant on the dates indicated below.

**"Covenantor"**

**OII SITE CUSTODIAL TRUST**

By Executed in Counterpart  
David Hirsch, Trustee

Date: \_\_\_\_\_, 2013

**"Department"**

**CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL,**

By: *sw Lavinger*  
Title: BRANCH CHIEF  
S.W. LAVINGER

aka "Stephen Willard Lavinger"

Date: April 17, 2013

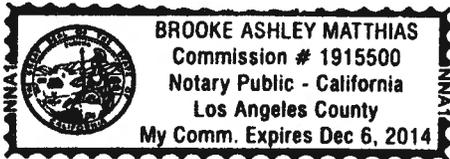
(For use by Covenantor)

STATE OF CALIFORNIA )  
 )  
COUNTY OF Los Angeles )

On April 19th, 2013 before me, Brooke Ashley Matthias, a Notary Public, personally appeared David L. Hirsch, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing Paragraph is true and correct.

WITNESS my hand and official seal.



Brooke Ashley Matthias  
Signature of Notary Public

(This area for notarial seal)

(For use by Department)

STATE OF CALIFORNIA )  
 )  
COUNTY OF Los Angeles )

On April 17, 2013 before me, Nelli Minasyan, a Notary Public, personally appeared Stephen Willard Davinger, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is ~~are~~ subscribed to the within instrument and acknowledged to me that he ~~she/they~~ executed the same in his ~~her/their~~ authorized capacity(ies), and that by his ~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing Paragraph is true and correct.

WITNESS my hand and official seal.



(This area for notarial seal)

Nelli Minasyan  
Signature of Notary Public



**EXHIBIT A**

**Legal Description of the Property**

THOSE PORTIONS OF LOTS 1 AND 2 OF TRACT NO. 10063, IN THE CITY OF MONTEREY PARK, AS SHOWN ON THE MAP RECORDED IN BOOK 179 PAGES 32 THROUGH 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THAT LAND LYING SOUTHERLY OF THE SOUTHERLY BOUNDARY OF THAT LAND DESCRIBED IN A DEED TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED IN BOOK 29397 PAGES 296 AND 297 OF OFFICIAL RECORDS IN SAID OFFICE, AND LYING NORTHERLY OF THE NORTHERLY BOUNDARY OF THAT LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK D203 PAGES 282 TO 287 INCLUSIVE OF OFFICIAL RECORDS AND IN BOOK 56291 PAGES 73 TO 76 INCLUSIVE OF OFFICIAL RECORDS IN SAID OFFICE.

EXCEPT THEREFROM THAT LAND DESCRIBED IN PARCEL 1 AND PARCEL 2 IN A DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK D6393 PAGES 4 TO 7 INCLUSIVE, OFFICIAL RECORDS, IN SAID OFFICE.

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID PREMISES, AS RESERVED IN THE DEED FROM HENRY H. WHEELER, RECORDED FEBRUARY 11, 1959 AS INSTRUMENT NO. 1920 AS TO AN UNDIVIDED 1/4 INTEREST AND IN THE DEED FROM TITLE INSURANCE AND TRUST COMPANY, A CORPORATION, AS TRUSTEE UNDER THE WILL OF HELEN MAY WHEELER, DECEASED, RECORDED FEBRUARY 11, 1959 AS INSTRUMENT NO. 1921 AS TO AN UNDIVIDED 1/4 INTEREST.

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ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID PREMISES, RESERVED IN A DEED FOR HENRY H. WHEELER, RECORDED IN BOOK 42140 PAGE 202, OFFICIAL RECORDS AND MODIFIED NOVEMBER 16, 1983 AS INSTRUMENT NO. 83-1360792.

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