TITLE COURT SERVICE

RECORDING REQUESTED BY

Southern California Edison Company

WHEN RECORDED MAIL TO

Dept. of Toxic Substances Control

8800 Cal Center Drive
Sacramento, CA 95826

ATTN: James L. Tjosvold, P.E., Chief

2007-0048488

13

Recorded
Official Records
County of
Tulare
GREGORY B. HARDCASTLE
Clerk Recorder

REC FEE	45.00
CONFORMED COPY	1.00

RS
08:00AM 23-May-2007 Page 1 of 13

Cont

No Consideration and value less than $100.00.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Location: Visalia

A.P.N. 098-142-050

DOCUMENTARY TRANSFER TAX $ Ø

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE

Marisol R Sanchez SCE
Company

SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX Firm Name

SER. J.O. 3027-2414

Approved
SCE Law Dept.

BY Richard Tom DATE 02/28/07

ENVIRONMENTAL COVENANT (CC 1471)

RECORDING REQUESTED BY:

Southern California Edison
2244 Walnut Grove Avenue
Rosemead, California 91770

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826
Attention: James L. Tjosvold, P.E., Chief,
Northern California-Central
Cleanup Operations Branch

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION

Tulare Assessor's Parcel Number 098 142 050, Visalia Pole Yard

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This Covenant and Agreement ("Covenant") is made by and between Southern California Edison Company (SCE) (the "Covenantor"), the current owner of property situated in Visalia, County of Tulare County, 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 that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately 3.74 acres is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded on the west by North Ben Maddox Way, on the south and east by City of Visalia General Services Department Yard, City of Visalia, County of Tulare, State of California. This property is also generally described as County Assessor's Parcel No. 098 142 050.

1.02. Covenantor is remediating the Property under the supervision and authority of the Department. The Property is being remediated pursuant to a Remedial Action Plan pursuant to Chapter 6.8 of Division 20 of the Health and Safety Code. Because hazardous substances, as defined in Health and Safety Code section 25316, which are also hazardous materials as defined in Health and Safety Code section 25260, including Pentachlorophenol, Dioxins, and Benzo(a)pyrene, remain in the soil and groundwater in and under portions of the Property, the Remedial Action Plan provided that a deed restriction be required as part of the site remediation. The Department circulated the Remedial Action Plan for public review and comment. The Remedial Action Plan was approved by the Department on April 18, 1994. Remediation includes removal of affected soil, in-situ or onsite bioremediation of soil on and below the surface, and groundwater extraction and treatment which included steam injection into the soil and groundwater to mobilize the contaminants of concern (COCs) to the center of the plume, where they were extracted from the subsurface through a vapor (vacuum) and liquid (groundwater pumps) extraction system. The steam injection and liquid/vapor extraction process was completed in June, 2000. The response action also included operation of the Groundwater Capture

System ("GCS") and a monitoring well network, which was designed to capture of contaminated groundwater until the remedial systems achieved cleanup levels established for COCs. After groundwater cleanup objectives for COCs were achieved, the GCS was shut down in March, 2004. The GCS, steam injection/vacuum extraction systems, and all ancillary equipment is scheduled for complete demolition during 2007.

ARTICLE II
DEFINITIONS

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

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

2.03. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

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

2.05. 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.

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

ARTICLE III
GENERAL PROVISIONS

3.01. Runs 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 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 is 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 Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their 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 or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice of the existence of this Covenant and its Environmental Restrictions.

3.04. Incorporation into Deeds and Leases. This Covenant and its Environmental Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the

Property and shall reference the site name (Visalia Pole Yard) and site code (100136) as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN 098 142 050) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Owner hereby covenants for himself and for all subsequent Owners that, pursuant to Title 22 California Code of Regulations section 67391.1(h), the Owner agrees to pay the Department's costs in administering the Covenant.

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.

(d) A day care center for children.

4.02. Prohibited Activities.

(a) Activities that may disturb soil greater than ten (10) feet below the current ground surface (e.g. excavation, grading, soil removal, trenching, filling, earth

movement, or mining) shall not be permitted on the Property without prior review and approval by the Department.

(b) Installation of a water well for any purpose, including drinking water and irrigation.

4.03. Right of Entry. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment. Nothing in this instrument shall limit or otherwise affect the Department's right of entry and access, or authority to take response actions, under CERCLA, the NCP, Chapter 6.8, Division 20 of the California Health and Safety Code, the California Civil Code, or other applicable state law.

ARTICLE V
ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record, or report to the Department shall be grounds for the Department to pursue administrative, civil or criminal actions as provided by law.

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 25233. Any approved variance shall be recorded in the land records by the person or entity granted the variance.

6.02 Termination or Modification. Owner, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03 Term. This Covenant shall continue in effect in perpetuity unless it is terminated in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion.

ARTICLE VII
MISCELLANEOUS

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

7.02. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Tulare, 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:

To Owner:
Southern California Edison Company
Attn: Craig Eaker, Environment, Health & Safety Department
2244 Walnut Grove Avenue
Rosemead, California 91770

To Department:
Department of Toxic Substances Control
Northern California-Central Cleanup Operation Branch
8800 Cal Center Drive 3rd Floor
Sacramento CA 95826-3200
Attn: James L. Tjosvold, P.E., Chief

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

7.04. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.05 Statutory References. All statutory references include successor provisions.

7.06 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection and submit an Annual Inspection Report to the Department for its approval by June 15th of each year. The annual report shall describe how all the requirements outlined in this Covenant have been met. The annual report shall certify that the Property is being used in a manner consistent with this Covenant. The annual report, must include the dates, times, and names of those who conducted and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual report (e.g., drive by, fly over, walk in, etc.) If violations are noted, the annual report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within ten (10) days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of this Covenant and demand that the violation cease immediately. Additionally, copies of any correspondence related to the

enforcement of this Covenant shall be sent to the Department within ten (10) days of its original transmission.

IN WITNESS WHEREOF, the Parties execute this Covenant.

APPROVED
STEPHEN E. PICKETT
Sr. Vice President and
General Counsel
By _____ Attorney
2/28, 2007

Covenantor: Southern California Edison Company

By: _____

Name/Title: Cecil R. House

Senior Vice President

Date: 3/26/07

Department of Toxic Substances Control

By: _____

Name/Title: James L. Tjosvold, P.E., Chief
Northern California-Central
Cleanup Operations Branch

Date: 4/16/07

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)

On this 26th day of March, in the year 2007,

before me ~~Cecil R.~~ Joy RIDENOUR a notary public, personally appeared

Cecil R. House,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is /are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

JOY RIDENOUR
Commission. # 1696213
Notary Public - California
Los Angeles County
My Comm. Expires September 26, 2010

Signature

ACKNOWLEDGMENT

State of California

County of Sacramento

On April 16, 2007 before me, Kathleen C. Duncan, a Notary Public, personally
Notary Public

appeared James L. Ljosvold

☒ Personally known to me
☐ Proved to me on the basis of satisfactory evidence

To be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

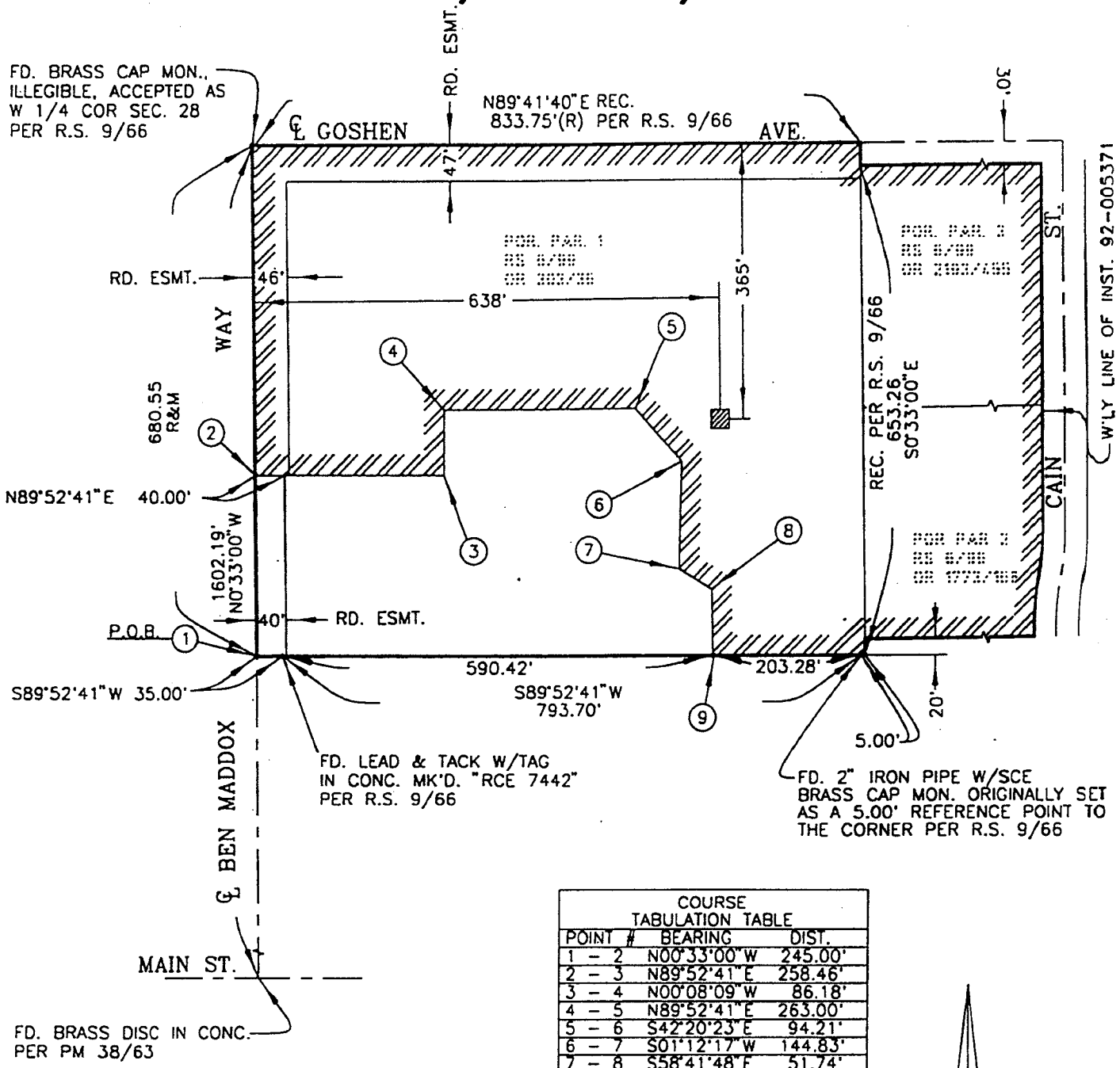
WITNESS my hand and official seal.

Signature Kathleen C. Duncan

KATHLEEN C. DUNCAN
Commission # 1628225
Notary Public - California
Sacramento County
My Comm. Expires Dec 9, 2009

EXHIBIT "A"

PORTION OF THE S.W. 1/4 OF SECTION 28
T. 18 S., R. 25 E., M.D.M.



COURSE TABULATION TABLE		
POINT #	BEARING	DIST.
1 – 2	N00°33'00"W	245.00'
2 – 3	N89°52'41"E	258.46'
3 – 4	N00°08'09"W	86.18'
4 – 5	N89°52'41"E	263.00'
5 – 6	S42°20'23"E	94.21'
6 – 7	S01°12'17"W	144.83'
7 – 8	S58°41'48"E	51.74'
8 – 9	S01°12'50"E	89.65'

Legend

Lands of Southern California Edison Company Acres=22.01

Excess land for sale Acres = 16.46

25'X25' Well easement to be reserved

0 100 200 400

SCALE IN FEET

PROJECT NAME: VISALIA POLE YARD		J.O. 6039	M.S. –
MAP & F.B. REF: F.B. 10390 PG 3		CITY: VISALIA	COUNTY: TULARE
DRAWN BY : J. RUTHER	LAND ENG. : G. OLSEN	Southern California Edison Company	
DATE : 11/16/95	LAND INFO. : –	SER. : 63888A	

File Name: O:\SURVEY\ JER1913.DWG