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20150524391

Pages:
0019

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Recorder's Office, Los Angeles County,
California

05/06/15 AT 01:15PM

FEES:	69.00
TAXES:	0.00
OTHER:	0.00
PAID:	69.00

LEADSHEET

201505063240034

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SEQ:
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DAR - Counter (Upfront Scan)

THIS FORM IS NOT TO BE DUPLICATED

E497482

RECORDING REQUESTED BY:
Rippy Properties, LLC
C/O Fred R. Rippy, Inc.
12471 Washington Blvd.
Whittier, CA 90602-1075
Attention: Francine H. Rippy

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630
Attention: Douglas Bautista, Unit Chief
Cypress Office

05/06/2015
20150524391

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LAND USE COVENANT AND AGREEMENT

ENVIRONMENTAL RESTRICTIONS

County of Los Angeles, Assessor Parcel Number(s): 8170-027-006
Former Arbo Box Property
Site Code 301495

This Land Use Covenant and Agreement ("Covenant") is made by and between Rippy Properties LLC, (the "Covenantor"), the current owner of property located at 12468 Putnam Street, Whittier, in the County of Los Angeles, State of California (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 that, pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5, 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

1.1. Property Location. The Property that is subject to this Covenant totals approximately 1.8 acres. The property is more particularly described in the attached Exhibit A, "Legal Description". A smaller portion of the Property (the "Environmentally Restricted Area") is more particularly described and depicted in the attached Exhibit B, "Plat to Accompany Legal Description for Exhibit A". The Property is located along Putnam Street in Whittier, California. The Property is also identified as County of Los Angeles, Assessor Parcel Number: 8170-027-006.

1.2. Remediation of Property. This Property has been investigated and/or remediated under the Department's oversight. Chevron Environmental Management Company ("CEMC") entered into a Voluntary Cleanup Agreement ("VCA") to address impacted soils at the Property on August 17, 2010. The Department approved a Removal Action Workplan, in accordance with Health and Safety Code, division 20, chapter 6.8. The remediation activities conducted at the Property include excavation of arsenic and pesticide contaminated soil and restoration of the site with clean fill soil. Hazardous substances, including arsenic up to 1,500 milligrams per kilogram (mg/kg) in subsurface soils below 8 feet of the surface in the southwestern portion of the Property, remain at the Property above levels acceptable for unrestricted land use.

1.3. Basis for Environmental Restrictions. As a result of the presence of hazardous substances, which are also hazardous materials as defined in Health and Safety Code section 25260, at the Property, the Department has concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as part of the Department-approved remedy for the Property. The Department has also concluded that the Property, as remediated and subject to the Environmental Restrictions of this Covenant, does not present an unacceptable risk to present and future human health or safety or the environment.

ARTICLE II

DEFINITIONS

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

2.2. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions as set forth in this Covenant.

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

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

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

2.6. Owner. "Owner" means the Rippy Properties LLC, and any successor in interest including any heir and assign, who at any time holds title to all or any portion of the Property.

2.7. CEMC. "CEMC" means Chevron Environmental Management Company, an entity that entered into a VCA with the Department in order to address impacted soil at the Property, potentially from former California Spray-Chemical Corporation operations, a dissolved subsidiary of Chevron Corporation.

ARTICLE III

GENERAL PROVISIONS

3.1. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5; (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.

3.2. Binding upon Owners/Occupants. 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; this Covenant, and for the sole purpose of this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assigns, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

3.3. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.4. Conveyance of Property. The Owner shall provide written notice to the Department not later than 30 days after any conveyance of any ownership interest in the Property (excluding Leases, and 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 and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number(s) noted on page one. If the new Owner's property has been assigned a different Assessor Parcel Number, each such Assessor Parcel Number 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 or by administrative order.

3.5. Costs of Administering the Covenant to Be Paid by CEMC. The Department has already incurred and will in the future incur costs associated with this Covenant. Therefore, CEMC hereby covenants for the Owner and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), CEMC agrees to pay the Department's costs in administering, implementing and

enforcing this Covenant as outlined in the attached Exhibit D, "Land Use Covenant Implementation and Enforcement Agreement" between the Department and CEMC.

ARTICLE IV
RESTRICTIONS AND REQUIREMENTS

4.1. Prohibited Uses. The Environmentally Restricted Area shall not be used for any of the following purposes without prior written approval by the Department:

(a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.

(b) A building that is included on the license of a general acute care hospital under California Health and Safety Code Section 1250(a).

(c) A public or private school for persons under 18 years of age.

(d) A day care center for children.

The Department agrees that use of the Environmentally Restricted Area as a parking lot, including a parking lot to service any of the above prohibited uses, is expressly permitted.

4.2. Soil Management.

(a) No activities that will disturb the soil in the Environmentally Restricted Area at or below eight (8) feet below grade (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be allowed at the Property without a Soil Management Plan pre-approved by the Department in writing.

(b) Any soil brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

4.3. Prohibited Activities. The following activities shall not be conducted at the Property:

(a) Drilling for any water, oil, or gas without prior written approval by the Department.

(b) Extraction or removal of groundwater without a Groundwater Management

Plan pre-approved by the Department in writing.

4.4. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, investigation, remediation, monitoring, and other activities as deemed necessary by the Department in order to protect the human health or safety or the environment.

4.5. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing any operation and maintenance activities shall have reasonable right of entry and access to the Property for the purpose of implementing such operation and maintenance activities until the Department determines that no further operation and maintenance activity is required.

4.6. Inspection and Reporting Requirements. CEMC shall conduct an annual inspection of the Property verifying compliance with this Covenant, and shall submit an annual inspection report to the Department for its approval by January 15th of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection 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 inspection report (e.g., drive by, fly over, walk in, etc.). If any violation is noted, the annual inspection report must detail the steps taken to correct the violation and return to compliance. If CEMC identifies any violations of this Covenant during the annual inspection or at any other time, CEMC must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant, and demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 days of its original transmission.

ARTICLE V
ENFORCEMENT

5.1. 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, REMOVAL AND TERM

6.1. Variance from Environmental Restrictions. Any person may apply to the Department for a written variance from one of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.

6.2 Removal of Environmental Restrictions. Any person may apply to the Department to remove one of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25224.

6.3 Term. Unless ended in accordance with paragraph 6.2, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.1. 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.

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

7.3. 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: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or (b) three business days after deposit in the mail, if

mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Rippy Properties, LLC
C/O Fred R. Rippy, Inc.
12471 Washington Blvd.
Whittier, CA 90602-1075
Attention: Francine H. Rippy

Or To: Any new owner as identified to the Department under paragraph 3.4 of this Covenant.

With Copy: Law Office of Martin N. Burton
2026 Hilldale Drive
La Canada, CA 91011
Attention: Martin N. Burton

To CEMC:
CEMC Management Company Superfund and Specialty Portfolio
6111 Bollinger Canyon Road, Room 3452
San Ramon, CA 94583
Attention: Rod Simmons

With Copy: Chevron U.S.A. Inc.
Law DTSC, Environmental & Safety Law Group
6001 Bollinger Canyon Road, T-2208
San Ramon, CA 94583
Attention: Trevor C. Black

And

To Department:
John Scandura
Branch Chief
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

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

7.4. Partial Invalidity. If this Covenant or any of its terms are 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.

7.5. Statutory References. All statutory or regulatory references include successor provisions.

7.6. Incorporation of Exhibits. All exhibits and attachments to this Covenant are incorporated herein by reference.

7.7 Reservation of Rights. Nothing in this Covenant is intended or shall be construed to limit, preclude or affect the authority of DTSC to pursue any legal, equitable or administrative remedies pursuant to state or federal law or to take any action authorized by law or equity to protect public health and safety or the environment and recovering the costs thereof, including DTSC's authority to take action, or require other persons to take action, under chapter 6.5 or chapter 6.8 of division 20 of the Health and Safety Code and to recover DTSC's costs for those actions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Rippy Properties, LLC
a California limited liability company

By: Francine H Rippy

Title: _____

Francine H. Rippy,
Sole Member and Manager

Date: May 6, 2015

Department of Toxic Substances Control:

By: _____

Title: John Scandura, Branch Chief

Date: May 6, 2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 5/6/15 before me, Adriana Suazo, Notary Public,
Date *Here Insert Name and Title of the Officer*
personally appeared Francine H. Rippy
Name(s) of Signer(s)

_____,

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.

ADRIANA SUAZO
Commission # 1950652
Notary Public - California
Orange County
My Comm. Expires Sep 2, 2015

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 5/6/15 before me,

Adriana Suazo Notary Public

(space above this line is for name and title of the officer/notary),

personally appeared John Scandura, 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,

ADRIANA SUAZO
Commission # 1950652
Notary Public - California
Orange County
My Comm. Expires Sep 2, 2015

(seal)

Signature of Notary Public

EXHIBIT “A’

LEGAL DESCRIPTION OF THE PROPERTY

THE SOUTHERLY 131.38 FEET OF LOT 25 OF TRACT 13486, IN THE CITY OF WHITTIER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 312 PAGES 16, 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "A"
LEGAL DESCRIPTION

IN THE CITY OF WHITTIER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT PORTION OF THE SOUTHERLY 131.38 FEET OF LOT 25 OF TRACT 13486, AS PER MAP FILED IN BOOK 312 PAGES 16, 17 AND 18 OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT NORTH 60°37'42" EAST 279.13 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE LEAVING SAID LINE NORTH 29°32'18" WEST 131.38 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHERLY 131.38 FEET OF SAID LOT.

CONTAINING 36,672 SQUARE FEET OR 0.84 ACRES.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

PASCAL APOTHELOZ, PLS 7734
DATE PREPARED: 01/07/2015

LICENSED LAND SURVEYOR
PASCAL R. APOTHELOZ
EXP. 12-31-15
LS7734
STATE OF CALIFORNIA

dbarc Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

SITE PROPERTY MAP

Rippy Property

0 25 50 100 150 Feet

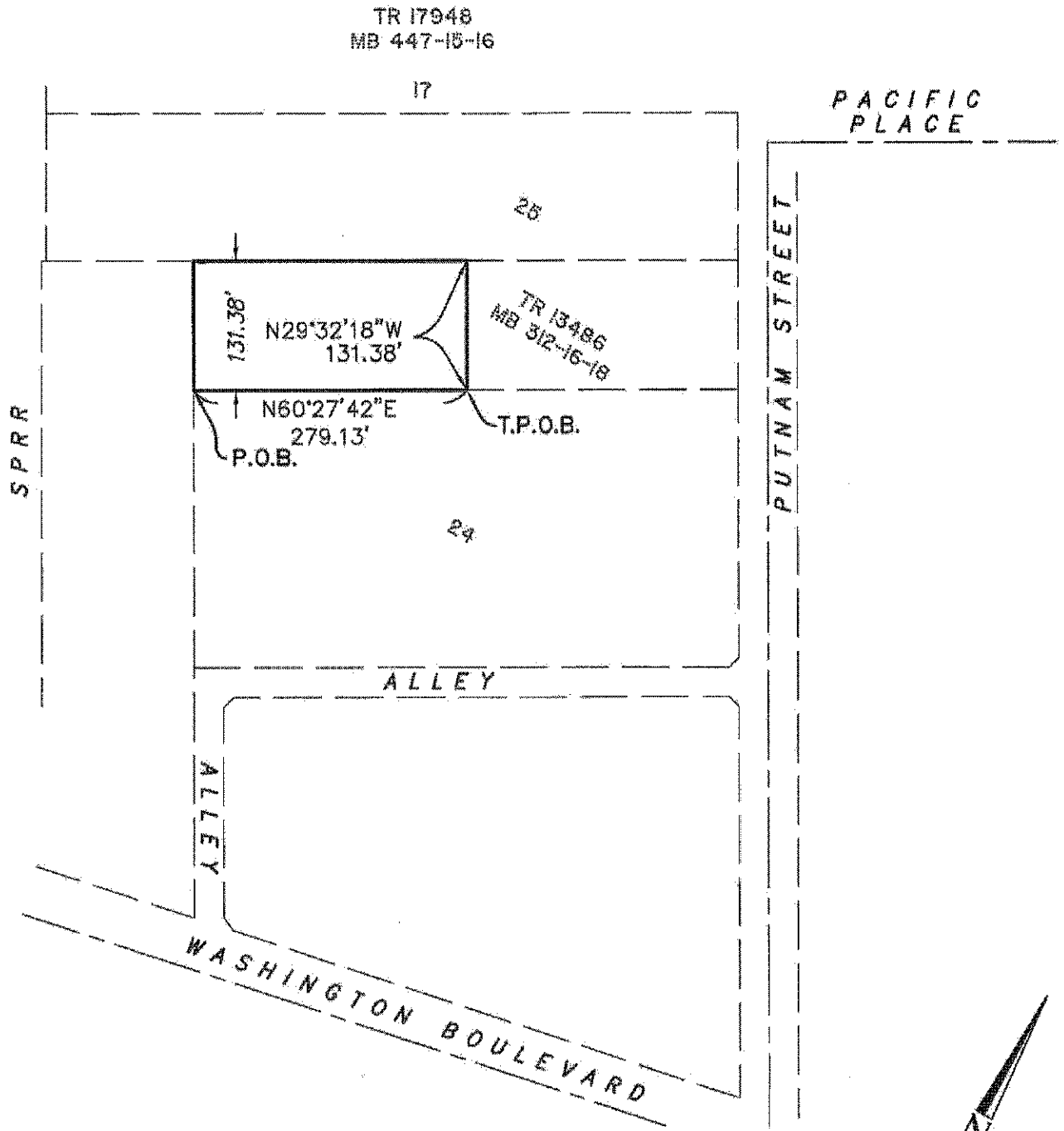
Exhibit B

An Environmental Management & Development Company

NEWPORT BEACH, CA 949.261.8098

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



LEGEND

- EXISTING LOT LINE
- AREA BEING DESCRIBED
- EXISTING STREET EASEMENT

N

SCALE: 1"=150'

SHEET 1 OF 1

EXHIBIT "B" – PLAT
CITY OF WHITTIER, CALIFORNIA

ORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

L:\2012\12-820 Rippy Whittier\Ex\12820ex01.dwg 1/7/2015 12:38:40 PST

Parcel name: Description

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   North: 1811151.04          East : 6547406.12
Line  Course: N 60-27-42 E  Length: 279.13
        North: 1811288.65           East : 6547648.97
Line  Course: N 29-32-18 W  Length: 131.38
        North: 1811402.95           East : 6547584.20
Line  Course: S 60-27-42 W  Length: 279.13
        North: 1811265.34           East : 6547341.34
Line  Course: S 29-32-18 E  Length: 131.38
        North: 1811151.04           East : 6547406.12

   Perimeter: 821.02   Area: 36,672 sq.ft. 0.84 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00                  Course: S 90-00-00 E
  Error North: 0.000                  East : 0.000
Precision  1: 821,020,000.00
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Exhibit D

In the matter of: Former Arbo Box Property 12468 Putnam Street Whittier, California 90602 County of Los Angeles APN 8170-027-006	))))))))	LAND USE COVENANT IMPLEMENTATION AND ENFORCEMENT AGREEMENT Health and Safety Code section 25355.5; California Code of Regulations, title 22, section 67391.1

The California Department of Toxic Substances Control ("Department") and Chevron Management Company ("CEMC") enter into this Land Use Covenant Implementation and Enforcement Agreement ("Agreement") and agree as follows:

1. Land Use Covenant. The Department and Rippy Properties, LLC entered into a Land Use Covenant and Agreement (also known as Land Use Covenant or "LUC") for the Former Arbo Box Property (Facility/Site), located at 12468 Putnam Street, Whittier, California (the "Property") as a condition of the Department's certification of completion of the Removal Action Workplan for the Property. The Property is currently owned by Rippy Properties, LLC. The Property is generally described as County of Los Angeles Assessor Parcel Number 8170-027-006.

2. Implementation and Enforcement of LUC. As provided in Paragraph 4.6 of the LUC, CEMC shall conduct an annual inspection of the Property verifying compliance with this Covenant, and shall submit an annual inspection report to the Department for its approval by January 15th of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection 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 inspection report (e.g., drive by, fly over, walk in, etc.). If violations are noted, the annual inspection report must detail the steps taken to return to compliance. If CEMC identifies any violations of this Covenant during the annual inspections or at any other time, CEMC must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant, and demand that the violation cease immediately. Additionally, copies of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 days

of its original transmission. The Department may inspect the Property and take other actions as necessary for the purpose of implementing, enforcing and administering Paragraph 2 of this Agreement.

3. Reimbursement of Department's Costs. Pursuant to California Code of Regulations, title 22, section 67391.1(h), CEMC agrees to reimburse the Department for its costs incurred in implementing, enforcing and administering Paragraph 2 of this Agreement. CEMC agrees to make the payment within 30 days of receipt of the Department's billing by check payable to the "Department of Toxic Substances Control", and bearing on its face the Site Code "301495" and the docket number of this Agreement. Payments shall be sent to: Department of Toxic Substances Control, Accounting Office, P.O. Box 806, Sacramento, California 95812-0806. A photocopy of the check shall be sent concurrently to the Department's Project Manager. The Department shall retain all cost records associated with the work conducted under this Agreement as may be required by state law. The Department will make all documents that support the Department's cost determination available for inspection upon request in accordance with the Public Records Act, Government Code section 6250 et seq. Nothing in this paragraph bars CEMC from seeking a remedy in any court of competent jurisdiction against any third party who may have caused or contributed to a violation of the LUC, including, but not limited to, an action to recover costs which CEMC has paid to the Department pursuant to this paragraph.

4. Financial Assurance. CEMC must assure that sufficient funds are available to implement all the requirements of this Agreement and to pay DTSC's costs as specified in Paragraph 3 of this Agreement. CEMC has provided a Financial Test Letter and Corporate Guarantee, updated by June 30, 2015 to reflect the inclusion of the Property, as the financial assurance mechanism that meets DTSC's requirements.

5. Project Managers. For the purposes of implementing this Agreement, Rick Green will serve as CEMC's Project Manager and Douglas Bautista will serve as the Department's Project Manager. The Department and CEMC shall promptly notify each other of any change in the identity of the Project Manager. Notices, submittals and other communications between the Department and CEMC shall be sent to:

To: Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630
Attention: Douglas Bautista
Unit Chief, Brownfields and Environmental Restoration Program

To: Chevron Environmental Management Company
Mining & Specialty Portfolio Business Unit
6101 Bollinger Canyon Road
San Ramon, CA 94583
Attention: Rick Green

6. Parties Bound. This Agreement applies to and is binding upon CEMC and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon the Department and any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Agreement.

7. Effective Date. The effective date of this Agreement is the date of signature by the Department's authorized representative.

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

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

_____ Date: May 6, 2015

Title: John Scandura, Branch Chief

CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY

Frank G. Soler _____ Date: 4/30/2015

Title: Frank G. Soler, Assistant Secretary, Assistant Secretary