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05 3076210

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA

10:01AM DEC 14 2005

TITLE(S) :



LEAD SHEET

FEE

FEE \$	61	TT
DAF \$	2	
C-20		19

D.T.T.

CODE  
20

CODE  
19

CODE  
9

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

RECORDING REQUESTED BY:  
Danny R. Peoples  
10045 Bogardus Ave.  
Whittier, CA 90603-1539

05 3076210

2

WHEN RECORDED, MAIL TO:

Michael J. Skinner  
Trustee of the WDIG Site Trust  
Michael J. Skinner Consulting, LLC  
230 Kings Highway East, #300  
Haddonfield, NJ 08033

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: Assessor's Parcel No. 8167-002-042; 12741 Los Nietos Rd., Santa Fe Springs, CA)

This Covenant and Agreement ("Covenant") is made by and between <sup>✓</sup>Danny R. Peoples and Dena Peoples (the "Covenantors"), the current owners of property situated in Santa Fe Springs, County of Los Angeles, State of California, described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"), and the WDIG Site Trust ("WDIG Site Trust" or "Trust"). Pursuant to Civil Code section 1471(c), 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 substances as defined in 42 U.S.C. § 9601(14), pollutants or contaminants under 42 U.S.C. § 9601(33), and in California Health and Safety Code ("H&SC") Section 25260. The Covenantors and the Trust, collectively referred to as the "Parties," hereby agree pursuant to Civil Code section 1471(c) and H&SC section 25355.5 that the use of the Property be restricted as set forth in this Covenant. The Parties further intend that the provisions of this Covenant also be for the benefit of the U.S. Environmental Protection Agency ("EPA") and the California Department of Toxic Substances Control ("DTSC") as third party beneficiaries.

ARTICLE I  
STATEMENT OF FACTS

3

1.01. The Property 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 by Los Nietos Road, Greenleaf Avenue, and Santa Fe Springs Road, in the County of Los Angeles, State of California. This property is more specifically described as Los Angeles County Assessor's Parcel No.: 8167-002-042.

1.02. The Property is a portion of the Waste Disposal, Inc. Superfund Site and was listed on the National Priority List on July 22, 1987 by EPA. A map of the Site is attached as Exhibit B. Remediation of the Site is being conducted pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42. U.S.C. §§ 9601 et seq ("CERCLA"). EPA has selected a remedy for the Site, which is documented in the Amended Record of Decision ("Amended ROD") signed by EPA on June 21, 2002. The remedy includes construction of a RCRA-equivalent cap over the reservoir area in Area 2, use of engineered caps in portions of Areas 1, 2, 4, 5, 6, 7, and 8, installation and use of an active soil vapor extraction system and/or a soil gas monitoring system, use of a liquids collection system under the RCRA-equivalent cap, institutional controls, engineering controls in buildings overlying buried waste or soil gas noncompliance areas, use of in-business ambient air monitoring, long-term soil gas monitoring, long-term groundwater monitoring, and long-term operations, maintenance and monitoring. The Administrative Record for the Site is available for review at the Santa Fe Springs Public Library located at 11700 Telegraph Road in Santa Fe Springs, and at EPA's Region IX Records Center, located at 95 Hawthorne St., San Francisco, CA 94104.

1.03 Because waste will remain in place at the Site, EPA selected institutional controls as part of the remedy selected in the Amended ROD. The institutional controls will be implemented in order to ensure the long-term integrity of the remedy and to prevent exposure to waste remaining at the site. The Amended ROD provides for restrictive environmental covenants to be recorded on the properties at the Site to fulfill the purposes of protecting the remedy and preventing certain activities on and uses of the properties.

05 3076210

ARTICLE II  
DEFINITIONS

4

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

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

2.03. Owner. "Owner" means each Covenantor, 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.

2.04. 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, and their successors in interest.

2.05. 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. EPA is the CERCLA Lead Agency at the time of the recording of this instrument.

2.06 WDIG Site Trust. "WDIG Site Trust" means the grantee and Covenantee of this environmental restriction and its Trustee, and their successors in interest.

05 3076210

2.07 Waste Materials. "Waste Materials" means (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); (4) any "hazardous substance" under California Health and Safety Code §§ 25316 and 25317; and (5) all material identified as waste or sump material in site investigations conducted prior to the date this Covenant is recorded, irrespective of whether it is

classified as a hazardous substance, pollutant or contaminant, or solid waste under the above statutes.

5

ARTICLE III  
GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Covenantors covenant that each and every Restriction: (a) runs with the land pursuant to H&SC 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 WDIG Site Trust (d) is for the benefit of EPA and DTSC as third party beneficiaries, and (e) 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 H&SC section 25355.5(a)(1)(C), 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(b), all successive Owners of the Property are expressly bound hereby for the benefit of the WDIG Site Trust, EPA, and DTSC.

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 Owner or Occupant or any other, 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, and provide written notice thereof to the WDIG Site Trust, EPA and DTSC.

**05 3076210**

3.04. Incorporation into Deeds and Leases. The 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 which are hereafter executed or renewed. Further, each Owner or

Occupant shall include in any instrument conveying any interest in all or any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

6

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTION AND COVENANT TO RESTRICT USE OF PROPERTY, RECORDED IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, ON \_\_ [DATE]\_\_, AS INSTRUMENT NO. \_\_\_\_\_, IN FAVOR OF AND ENFORCEABLE BY THE WDIG SITE TRUST, AND FOR THE BENEFIT OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY AND THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL.**

3.05. Conveyance of Property. The Owner shall provide notice to the WDIG Site Trust, and to EPA and DTSC 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 WDIG Site Trust, EPA, and DTSC shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect such proposed conveyance, except as otherwise provided by law, by administrative order, consent decree or by a specific provision of this Covenant.

ARTICLE IV  
RESTRICTIONS

05 3076210

4.01 New or Modified Buildings. The Covenantors covenant that if any Owner or an Occupant constructs a new building or other permanent structure on the Property, or substantially modifies an existing building or other permanent structure on the Property, and such modification requires a City of Santa Fe Springs building or other land use permit, Owner or Occupant shall implement and maintain any necessary engineered capping system(s) and any necessary engineering control(s) related to the new or modified building or other permanent

structure, in conformance with the provisions of the Amended ROD and as specified by EPA. Such capping system and engineering controls shall be implemented only with the prior written approval of EPA.

7

4.02 Prohibited Uses. The Property shall not be used in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the remedial measures to be performed pursuant to the Amended ROD or any future response actions required by EPA. Owners and Occupants shall ensure compliance by all users of the Property with the following land/water use restrictions, except as otherwise authorized by EPA to implement the remedy selected in the Amended ROD or any future response action required by EPA.

- (a) Placement of warning signs or other posted information shall be allowed and, once posted, no removal or interference with such signs or information shall be permitted.
- (b) Placement of site access controls, such as gates or fencing, shall be allowed and shall not be damaged or circumvented.
- (c) The Property shall not be used in any manner that may interfere with or affect the integrity of the remedial cap or other components of the remedy, as constructed pursuant to the Amended ROD.
- (d) Construction not approved by EPA that impacts any of the remedial capping or other remedy components shall not occur.
- (e) No interferences with or alterations to the grading, vegetation and surface water and drainage controls shall be made.
- (f) Portions of the Property underlain by Waste Materials and in soil gas noncompliance areas shall not be regraded.
- (g) Areas of asphalt or concrete pavement shall not be removed or improved.
- (h) No penetrations through or interferences (including, but not limited to, utility trench excavations, excavations for fence posts, excavations for planting trees or large bushes, foundation excavations, and foundation piles) with the remedial cap or any other areas with remedial controls shall be made.
- (i) Deep-rooting plants (plants whose root systems will penetrate more than two feet below ground surface) shall not be planted.
- (j) Obtain approval from EPA for settings of irrigation controls in areas underlain by

**05 3076210**

Waste Materials. Such settings shall not be changed without the prior written approval of EPA in accordance with Section 5.01 unless such settings are approved by EPA as part of the remedy selected in the Amended ROD.

8

- (k) Drainage channels and pipes shall not be blocked, rerouted or otherwise interfered with.
- (l) No new openings shall be made in building floor slabs in buildings located over Waste Materials or over soil gas noncompliance areas.
- (m) Integrity of existing and future foundations shall be maintained in areas underlain by Waste Materials and in soil gas noncompliance areas. All cracks or damage in such foundations shall be reported to the WDIG Site Trust and EPA and the Covenantors covenant that such cracks or damage shall be repaired by the Owner or Occupant.
- (n) Indoor gas controls shall not be circumvented.
- (o) Indoor gas sensors or alarms shall not be turned off or interfered with.
- (p) Soil gas control systems shall not be turned off or interfered with.
- (q) Monitoring points, including but not limited to groundwater monitoring wells, soil gas probes, reservoir leachate collection wells, soil gas vents, and survey monuments, shall not be blocked or otherwise obstructed.
- (r) Monitoring wells shall not be opened; nothing shall be placed into the monitoring wells.
- (s) Liquids recovery systems, liquids treatment systems, and treated liquids storage facilities shall not be turned off or interfered with.
- (t) Groundwater supply or monitoring wells shall not be constructed.
- (u) Owners of the Property shall disclose all land/water use restrictions to all Occupants on the property.
- (v) Owners shall inform the WDIG Site Trust and EPA of the identities of all Occupants on the Property.
- (w) During construction, excavation, or grading of any type on the Property, Owner or Occupant shall take measures to ensure that there is no offsite migration of dust, odors or organic vapors. During such activities, Owner or Occupant shall take appropriate measures to protect the health and welfare of onsite personnel and workers and to prevent offsite impacts.
- (x) Owner or Occupant must obtain prior written approval for all building or site

05 3076210

modifications on the Property from EPA in accordance with Section 4.01 and Section 5.01.

- 9
- (y) Owner or Occupant shall not excavate Waste Materials on the Site, except as authorized by EPA.
  - (z) No new construction shall occur on the Property without the prior written approval of EPA in accordance with Section 5.01 and the following requirements:
    - (i) New construction shall be supported by subsurface explorations and analytical laboratory data to characterize the construction area for the possible existence of Waste Materials.
    - (ii) If Waste Materials are discovered in the construction area, they shall be remediated or buildings and structures must be appropriately designed to protect occupants.
    - (iii) Appropriate worker and public health and safety precautions, including but not limited to dust control, safety plans, and other forms of worker protection, must be taken prior to approval of construction.
  - (aa) Boreholes, foundation piles, or other subsurface penetrations into the reservoir or any other area of the site which could create conduits allowing Waste Materials to migrate to groundwater shall not be made.
  - (bb) Construction workers shall be provided with appropriate personal protective equipment while they are working at the site.
  - (cc) Pesticides or herbicides shall not be applied to the capped areas of the site or to areas surrounding monitoring points, except as approved by EPA for use in implementing the remedy selected in the Amended ROD.
  - (dd) Use of any septic tanks on the property shall be discontinued and such tanks shall be decommissioned in accordance with local regulations.
  - (ee) The Property shall not be used or redeveloped for residential use; use as a hospital, school for people aged 21 and under, or day care center; or other uses by sensitive receptors.

05 3076210

4.03. Access for the WDIG Site Trust. The WDIG Site Trust and EPA, and through them, their respective employees, agents, contractors, subcontractors, consultants, and other third parties authorized by the WDIG Trust and EPA shall have reasonable right of entry and access to the Property for implementing any response actions, inspection, monitoring, and other activities

consistent with the purposes of this Covenant as deemed necessary by EPA in order to protect the public health or safety, or the environment. Such activities shall include, but not be limited to:

- (a) Maintaining and monitoring the remedial action selected in the Amended ROD;
- (b) Verifying any data or information submitted to EPA;
- (c) Conducting investigations relating to Waste Materials at or near the Property;
- (d) Obtaining samples;
- (e) Assessing the need for, planning, or implementing additional response actions at or near the Property, if authorized by EPA;
- (f) Assessing implementation of quality assurance and quality control practices as defined in the Quality Assurance Project Plans approved by EPA for the remedial actions;
- (g) Implementing the remedy selected in the Amended ROD;
- (h) Assessing Owner's or Occupant's compliance with this Covenant; and
- (i) Determining whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, in accordance with the Amended ROD.

Nothing in this instrument shall limit or otherwise affect EPA's right of entry and access, or EPA's authority to take response actions under CERCLA, the National Contingency Plan, 40 C.F.R. Part 300, and its successor provisions, or any federal law.

05 3076210

4.04. Enforcement. The WDIG Site Trust shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process and injunctive relief. Failure of a Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the WDIG Site Trust to require that the Covenantor, Owner, or Occupant modify or remove any improvements ("Improvements" herein shall mean all buildings, other structures, landscaping, roads, driveways, and paved parking areas) constructed or placed upon any portion of the Property in violation of the Restrictions. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA or state law, and violation of this Covenant shall be grounds for the WDIG Site Trust to file civil actions as provided by law or equity. The WDIG Site Trust for itself and on behalf of any person or entity responsible for any response action authorized or required by EPA (collectively "Responsible Parties") shall be entitled to recover damages for any violation of the terms of this Covenant, including but not limited to, the costs incurred by the WDIG Site Trust or by the

Responsible Parties to repair any damage to any remedial facilities or any other feature of any response action or to perform the maintenance of the Improvements, and any expenditures incurred by the Trust or such Responsible Parties to reimburse EPA for the agencies' oversight and enforcement costs related to this Covenant or violations thereof. Enforcement of the terms of this Covenant shall be at the discretion of the Covenantee and the third party beneficiaries and any forbearance, delay or omission to exercise their rights under this Covenant for breach hereof shall not be deemed a waiver by them of any such breach or subsequent breach of any term of this Covenant, or of any of their rights under this Covenant.

4.05 Attorneys' Fees. The WDIG Site Trust shall be entitled to recover its attorneys' fees and any costs from Owner and/or Occupant for any efforts, including but not limited to any legal actions, by the WDIG Site Trust to enforce the terms of this Covenant if the WDIG Site Trust prevails in such efforts or legal action.

## ARTICLE V

### EXCEPTIONS, TERMINATION, AND TERM

5.01 Exceptions to Land/Water Use Restrictions. If an Owner or an Occupant seeks an exception to the land/water use restrictions in Section 4.01, Owner or Occupant shall obtain the prior written approval of EPA. Owner or Occupant shall submit a request in writing to EPA and to DTSC, with all necessary supporting documentation (such documentation may include appropriate design documents, work plans, and/or calculations). EPA shall respond to such request within a reasonable time, by: 1) providing written approval for the exception; 2) requesting further information in support of the request; 3) providing written approval of the exception with modification; or 4) denying the request. The decision of EPA shall be final and shall not be subject to judicial review. If requested by EPA, any approved exception shall be recorded in the Official Records of Los Angeles County in an Amended and restated Covenant by the person or entity granted the exception.

**05 3076210**

5.02 Modification. The land/water use restrictions of this Covenant may only be modified upon the written agreement of each Owner and the WDIG Site Trust, with the prior express written approval of EPA. Such modifications shall become effective when they are incorporated into this Covenant and such modified and restated Covenant is executed by each

Owner and the WDIG Site Trust and recorded by the Owner.

5.03 Termination. A Covenantor, or any other aggrieved person, may apply to the EPA for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. The decision of EPA regarding any such request shall be final and not subject to judicial review.

12

5.04 Term. Unless ended in accordance with the Termination paragraph above or by law, this Covenant shall continue in effect in perpetuity.

5.05 Assignment. The WDIG Site Trust, EPA and DTSC may freely assign their interests in this Covenant to any other parties without the approval of the Covenantors. The WDIG Site Trust shall obtain the written consent of EPA prior to any assignment of its interests under this Covenant.

ARTICLE VI  
MISCELLANEOUS

6.01. 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.

6.02. 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:

05 3076210

To Owners:

Danny R. Peoples  
10045 Bogardus Ave.  
Whittier, CA 90603-1539

Dena Peoples  
9401 Randall  
La Habra, CA 90631

13

To WDIG Site Trust:

Michael J. Skinner  
Trustee of the WDIG Site Trust  
Michael J. Skinner Consulting, LLC  
230 Kings Highway East, #300  
Haddonfield, NJ 08033

To EPA:

Russell Mechem  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne St.  
San Francisco, CA 94105  
Re: WDI Superfund Site

Sarah E. Mueller  
Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne St.  
San Francisco, CA 94105  
Re: WDI Superfund Site

To DTSC:

Sara Amir  
Chief, Southern California Cleanup Operations Branch  
Department of Toxic Substances Control  
1011 N. Grandview Ave.  
Glendale, CA 91201

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.

05 3076210

6.03. Partial Invalidity. If any portion of the Restrictions or other terms set forth herein is 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.

14

6.04. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed to effect 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.

6.05. Third Party Beneficiary. EPA's and DTSC's rights as third party beneficiaries of this Covenant shall be construed pursuant to principles of contract law under the statutory and common law of the State of California.

6.06. Statutory References. All statutory references include successor provisions.

6.07. Waiver of Certain Defenses. Covenantors hereby waive any defense of laches, estoppel or prescription.

6.08. Covenants. Covenantors hereby covenants to and with the Covenantee that the Covenantors are the owners in fee of the Property; that Covenantors have a good and lawful title and have the right and power to impose this Covenant on the Property; that the Property is free and clear of encumbrances as of the date hereof, except [List any agreed-to exceptions]. Notwithstanding the foregoing, nothing herein shall prevent, preclude, limit or otherwise restrict the filing or recording against the Property of any liens (including but not limited to mortgages, deeds of trust and/or security agreements), encumbrances, covenants, conditions, restrictions, or other documents or instruments, provided that any such liens, encumbrances, covenants, conditions, restrictions, or other documents or instruments shall be subject and subordinate to this Covenant.

05 3076210

6.09. Controlling Law. Except as otherwise provided in Section 7.06, the interpretation and performance of this Covenant shall be governed by the laws of the United

States or, if there are no applicable federal laws, by the law of the State of California.

6.10. Joint Obligations. If there are two or more parties identified as Covenantor in the Covenant, the obligations imposed by this Covenant upon them shall be joint and several.

15

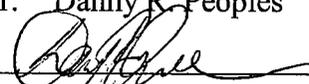
6.11. Captions. The captions in this Covenant have been inserted solely for convenience of reference and are not a part of this Covenant and shall have no effect upon construction or interpretation.

6.12. Counterparts. The parties may execute this Covenant in two or more counterparts, which shall, in the aggregate, be signed by both 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.

05 3076210

IN WITNESS WHEREOF, the Parties execute this Covenant.

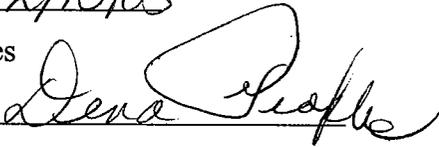
✓  
Covenantor: Danny R. Peoples

By: 

Title:

Date: 12/13/05

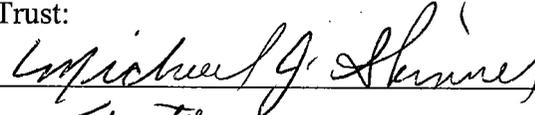
Covenantor: Dena Peoples

By: 

Title:

Date: 12/13/05

WDIG Site Trust:

By: 

Title: Trustee

Date: 12/13/04

16

05 3076210

STATE OF CALIFORNIA )

COUNTY OF Los Angeles )

17

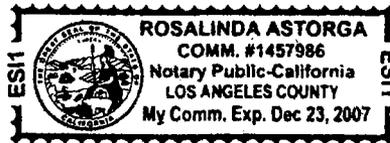
On this 13<sup>th</sup> day of December, in the year 2005,

before me Rosalinda Astorga, personally appeared

Dena Peoples ✓

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.



Signature Rosalinda Astorga

05 3076210

**Exhibit A**

**PARCEL NUMBER 8167-002-042**

18

Legal Description:

The Southeasterly 75 feet, as measured along the Southwesterly line of that portion of Lot 5 of Resurvey of Gunn and Hazzard's plat of the Cullen Tract, in the City of Santa Fe Springs, in the County of Los Angeles, State of California, as per map recorded in Book 34 Page 64 of Miscellaneous Records, in the office of the County Recorder of said County, described as follows:

Beginning at the Southeast corner of said Lot, said corner being a point in the center line of Los Nietos Road, 60.00 feet wide; thence Northwesterly along the Southwesterly line of said Lot, 360.00 feet; thence Northeasterly parallel with the Southeasterly line of said Lot 330.00 feet to a point in a line parallel with the Southwesterly line of said Lot and distant 330 feet Northeasterly thereof, as measured parallel with the Southeasterly line of said Lot, thence Northwesterly along said parallel line 233.44 feet to the true point of beginning; thence continuing along last said parallel line 404.89 feet to a point, said point being 570.00 feet, measured along the Northwesterly prolongation of said parallel line Southeasterly of the Northwesterly line of said Lot, said Northwesterly line being the centerline of Santa Fe Springs-Whittier Road, 40.00 feet wide, thence Southwesterly 290.00 feet parallel with the Northwesterly line of said Lot to a point 40.00 feet Northeasterly measured at right angles from the Southwesterly line of said Lot; thence Southeasterly parallel to the Southwesterly line of said Lot, 404.94 feet to a line parallel with the Southeasterly line of said Lot and Northwesterly thereof 593.44 feet, measured along the Southwesterly line of said Lot; thence Northeasterly along last said parallel line to the point of beginning.

**05 3076210**

EXCEPT all oil, gas and petroleum substances and other minerals contained in or under said land, as reserved by Chanslor-Canfield Midway Oil Company, a corporation, in deed recorded January 22, 1932 in Book 11335 Page 264, Official Records.

# ALL PURPOSE ACKNOWLEDGMENT

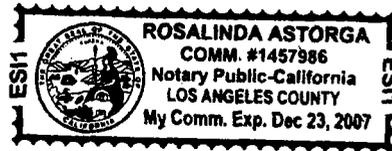
STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } ss.

19

On 12/13/2005 before me, Rosalinda Astorga personally appeared Danny R. Peoples, 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.

Signature Rosalinda Astorga



(NOTARY SEAL)

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type Covenant to restrict use of property

Number of Pages 18 Date of Document \_\_\_\_\_

Signer(s) Other Than Named Above \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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STATE OF NEW JERSEY )  
 )  
COUNTY OF CAMDEN )

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On this 13<sup>th</sup> day of December, in the year 2004,

before me Pamela D. Powers, personally appeared

Michael J. Skinner,

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.

Signature Pamela D Powers

**PAMELA D. POWERS**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 3/2/2006**

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