RECORDING REQUESTED BY Chicago
AND WHEN RECORDED RETURN TO:

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, CA 90071
Attention: Greg Robins

20050614-0144324
Pages: 11 Fees: $37.00
06/14/2005 08:00:00 AM
T20050048783 LR
Ventura County Recorder
Philip J. Schmit

WHEN RECORDED MAIL TO:

California Environmental Protection Agency
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, CA 95826

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION

Re: 3303 Old Conejo Road, Newbury Park, California

This Covenant and Agreement (this "**Covenant**") is made on the 26th day of May 2005, by and between Telair International (the "**Covenantor**"), a wholly-owned subsidiary of Teleflex, Inc., which is the owner of record of certain property situated in the City of Newbury Park, County of Ventura, 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(c), 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 ("**H&SC**") Section 25260. The Covenantor and the Department, collectively referred to as the "**Parties**," therefore intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety and the environment.

ARTICLE I
STATEMENT OF FACTS

A. The Property, totaling approximately 12.85 acres, as described in Exhibit "A", is the real property known as the Telair International facility (formerly known as the Talley

facility), located at 3303 Old Conejo Road, Newbury Park, California. The Property is more specifically described as Ventura County Assessor's Parcel Number 668-012-150.

B. A surface impoundment consisting of two contiguous concrete and asphalt lined evaporation ponds ("**Surface Impoundment**") used for the treatment of wastewater was previously located at the Property. The Department of Health Services (predecessor in interest to the Department), authorized this treatment facility pursuant to an interim status document, effective date September 12, 1983. Under this authorization the site was a hazardous waste facility, regulated by the Department of Health Services, subject to the requirements of the Hazardous Waste Control Law at H&SC section 25100 *et seq.* Approximately 2,900 cubic yards of soil containing trichloroethylene ("**TCE**") and hexavalent chromium were removed and disposed of at appropriate disposal facilities. The Surface Impoundment was closed in 1983 and all residual wastes, containment system components and other structures and equipment were removed in 1984. The Department of Health Services (predecessor in interest to the Department) certified that the Surface Impoundment was properly closed in August 26, 1987. On November 24, 1992, the Department issued Covenantor a Post-Closure Permit pursuant to section 25200 of H&SC. The Covenantor previously maintained a final cover over the former Surface Impoundment. On July 23, 2004 the Department issued a letter terminating the requirement to maintain a final cover over the former Surface Impoundment area pursuant to Section 66264.117(d) of Title 22 of the California Code of Regulations.

C. Certain chemical substances, primarily TCE and hexavalent chromium, were detected in the groundwater at the Property. In September 1988, the United States Environmental Protection Agency issued an Administrative Order on Consent ("**AOC**") to Covenantor to permit the operation of a groundwater treatment facility, which may be relocated, reconfigured, augmented or reduced from time to time at Covenantor's discretion, to address the condition of the groundwater, and to extract and treat any contaminated groundwater at the Property ("**Groundwater Treatment System**"). The Groundwater Treatment System is currently operating under Permit by Rule. Covenantor is required to continue operating the Groundwater Treatment System and to maintain and monitor certain groundwater monitoring wells pursuant to the Post-Closure Permit until the clean-up standards set forth in the Post-Closure Permit have been met.

D. Pursuant to the AOC, Covenantor has performed a RCRA Facility Assessment, a RCRA Facility Investigation, a Corrective Measures Study and a Corrective Measures Implementation program for both soil and groundwater. These investigations detected certain chemicals in the soil at the Property, including (i) areas contaminated with volatile organic vapors, such as TCE and perchloroethylene ("**PCE**"), particularly under the pads of former buildings 1 and 3; (ii) metal contamination (hexavalent chromium, cadmium, arsenic, and lead) in gravels and soils near the former leachfield adjacent to former building 4; and (iii) localized, shallow or surficial contamination with hydrocarbons and low-level polychlorinated bi-phenyls ("**PCBs**") associated with former concrete pads, sumps, clarifiers and drum storage areas. These impacts to the soil at the Property were addressed through excavation and vapor extraction. On May 14, 2004, the Department approved the final closure of the vapor extraction system operated to address these concerns.

Description: Ventura,CA Document-Year.DocID 2005.144324 Page: 2 of 11
Order: dsp Comment:

E. Hazardous constituents, including TCE, hexavalent chromium, lead, cadmium, arsenic, and hydrocarbons, remain in the soil and groundwater at the Property. As set forth in Final Statement of Basis for the Soil Remedy dated August 7, 1998, the work described in the Draft Focused Risk Assessment (July 1993) and the Refinement of Commercial Cleanup Levels (December 1996 and amended on May 28, 1997) were conducted to determine closure criteria for nineteen constituents of concern at the Property. The Corrective Measure Implementation Report (Excavation Remedy) (August 1999) demonstrated that remediation of the constituents of concern in the soil at the Property, to the levels set forth by the Department in the final Statement of Basis, was achieved. Clean-up to these levels would protect human health and safety for industrial use. Based on the work performed at the facility, the Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21, day care center or the raising of food could entail an unacceptable cancer risk. The Department further concluded that the Property, as remediated and as its use is limited by this Covenant, does not present an unacceptable threat to human health or safety or the environment. The Department has concluded that the groundwater does not currently meet drinking water standards. Therefore, the Department is requiring this Covenant because hazardous materials, hazardous wastes or constituents, or hazardous substances will remain at the Property at levels which are not suitable for unrestricted use of the land.

ARTICLE II
DEFINITIONS

2.1 Department. "**Department**" shall mean the California Department of Toxic Substances Control and shall include its successor agencies, if any.

2.2 Groundwater Treatment System. "**Groundwater Treatment System**" shall mean the system now or hereafter installed to monitor, extract or treat groundwater as and to the extent required by the AOC, as more particularly defined in Article I, Paragraph C.

2.3 Owner. "**Owner**" shall mean 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.

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

ARTICLE III
GENERAL PROVISION

3.1 Restrictions to Run With the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "**Restrictions**"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every one of the Restrictions: (a) shall run with the land pursuant to California Health & Safety Code

Description: Ventura,CA Document-Year.DocID 2005.144324 Page: 3 of 11
Order: dsp Comment:

("**H&SC**") Sections 25202.5, and 25202.6 and California Civil Code Section 1471; (b) shall inure to the benefit of and pass with each and every portion of the Property, (c) shall apply to and bind the respective successors in interest to the Property, (d) are for the benefit of, and shall be enforceable by the Department, and (e) are imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2 Binding Upon Owners/Occupants. Pursuant to H&SC Section 25202.5(b), this Covenant shall be binding upon all of the Owners and Occupants, their heirs, successors, and assignees, agents and employees, and lessees of the owners, heirs, successors and assignees. Pursuant to California Civil Code Section 1471(b), all successive Owners of the Property are expressly bound hereby for the benefit of the Department.

3.3 Written Notice of Hazardous Substance Release. The Owner shall, prior to the sale, lease, or rental of the Property, give written notice that a release of hazardous substances has come to be located on or beneath the Property, pursuant to H&SC Section 25359.7. Such written notice shall include a copy of this Covenant.

3.4 Conveyance of Property. Covenantor agrees that the Owner shall provide notice to the Department not later than 30 days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department 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, or specific provision of this Covenant.

ARTICLE IV
RESTRICTIONS

4.1 Prohibited Uses. Covenantor agrees not to use the Property for a residence of any sort (including any mobile home or factory-built housing, constructed or installed for use as residential human habitation), a hospital for humans, a public or private school for persons under 21 years of age, or a day care center for children.

4.2 Groundwater Management. No activities that will disturb the soil at a depth that could cause workers involved in such activities to come in contact with groundwater at the Property shall be permitted on the Property unless Owner takes the following steps before the commencement of such activities: (i) provide written notification to the employer of such workers that the groundwater may be impacted with hazardous constituents; (ii) advise such employer that it should determine what level of personal protective equipment is required by law to protect any workers who may come in contact with such groundwater; and (iii) require that all such workers be provided with such personal protective equipment. Any contaminated groundwater brought to the surface for development purposes shall be managed in accordance with all applicable provisions of state and federal law in order to protect the public health and safety and the environment.

4.3 Soil Management. All activities that will disturb the soil on the Property (e.g., excavation, grading, removal, trenching, filling, earth movement, or mining) shall be

Description: Ventura,CA Document-Year.DocID 2005.144324 Page: 4 of 11
Order: dsp Comment:

performed in accordance with a Soil and Excavation Management Plan (the "**Soil Management Plan**") approved by the Department and shall otherwise be managed in a way consistent to (i) protect the public health and safety and the environment, and (ii) minimize the generation of dust necessary in connection with such activities. Covenantor shall prepare and submit an initial Soil Management Plan for review and approval by the Department. Following the Department's approval of the initial Soil Management Plan, the plan shall be modified only with the consent of the Department

4.4 Prohibited Activities. The following activities are prohibited at the Property:

(a) Raising of food, e.g., livestock or food crops, or fiber crops, e.g. cotton.

(b) No groundwater shall be extracted on the Property for purposes other than site remediation or construction dewatering.

4.5 Non-Interference with the Groundwater Treatment System.

(a) No activities that will disturb the Groundwater Treatment System are permitted on the Property, without prior review and approval by the Department.

(b) Any proposed alteration of the Groundwater Treatment System requires written approval by the Department, which approval will not be unreasonably delayed or denied.

(c) Covenantor shall notify the Department of each of the following:

(i) The type, cause, location, and date of any disturbance to the Groundwater Treatment System that could affect the ability of the Groundwater Treatment System to operate properly.

(ii) The type and date of repair of such disturbance to the Groundwater Treatment System.

Notification to the Department shall be made as provided below within 7 calendar days of both the discovery of any such disturbance and the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.

(d) The restrictions set forth in this Covenant relating to the Groundwater Treatment System, including the restrictions set forth in this Article IV, shall not be applicable to the Groundwater Treatment System, and shall be of no further force or effect, when the Groundwater Treatment System is taken out of service, abandoned in place, or otherwise closed with the approval of the Department.

(e) Access for Implementing Operation and Maintenance. The entity or person responsible for operating and maintaining the Groundwater Treatment System shall have reasonable right of entry and access to the Property for the purpose of operating and

Description: Ventura,CA Document-Year.DocID 2005.144324 Page: 5 of 11
Order: dsp Comment:

maintaining the Groundwater Treatment System until such time as the Department determines that no further operation and maintenance will be required.

4.6 Property Development. Notwithstanding anything contained in this Article IV, the Department shall not restrict or delay activities associated with the development of the Property, in accordance with this Covenant, as long as such development activities do not pose a risk to the public health and safety and the environment.

ARTICLE V
INSPECTIONS, MONITORING AND REPORTING

5.1 Land-use restriction compliance shall be implemented through a program consisting of inspections, monitoring and reporting. The Facility shall monitor and inspect annually the status of compliance with the institutional controls by using the Institutional Controls Inspection Report.

5.2 The Facility shall submit a signed Institutional Controls Inspection Report to DTSC. Copies of the Inspection Report (and back-up – if applicable) shall be submitted to DTSC by *Certified Mail, Return Receipt Requested* in March of each calendar year.

The mailing address for DTSC is as follows:
Department of Toxic Substances Control
Chief
Northern California Permitting & Corrective Action Branch
8800 California Center Drive
Sacramento, CA 95826

5.3 DTSC may inspect the Property annually for compliance with this Covenant. Any violations of this Covenant shall be grounds for DTSC to take enforcement actions in accordance with applicable law.

ARTICLE VI
ENFORCEMENT

6.1 Enforcement. Failure of the Covenantor and/or Owner to comply with any of the restrictions set forth in this Covenant (the "**Restrictions**") specifically applicable to it shall be grounds for the Department, by reason of this Covenant, to require that the Covenantor and/or Owner cease any uses or activities that are in violation of the Restrictions and to modify or remove any improvements. "Improvements" means all buildings, roads, driveways, and paved parking areas, constructed or placed upon any portion of the Property in violation of the Restrictions. Violation of this Covenant shall be grounds for the Department to file civil and/or criminal actions against the Covenantor and/or Owner to the extent provided by law.

Description: Ventura,CA Document-Year.DocID 2005.144324 Page: 6 of 11
Order: dsp Comment:

ARTICLE VII
VARIANCE, TERMINATION AND TERM

7.1 Variance. Any Owner or, with the Owner's written consent, any Occupant of the Property or any portion thereof may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC Section 25202.6.

7.2 Termination. Any Owner or, with the Owner's written consent, any Occupant of the Property or any portion thereof 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 H&SC Section 25202.6.

7.3 Term. Unless terminated in accordance with Section 7.2 above, or otherwise terminated by law or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VIII
MISCELLANEOUS

8.1 No Dedication Intended. Nothing set forth herein 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 for any purpose whatsoever.

8.2 Department References. All references to the Department include successor agencies/departments or other successor entity.

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

8.4 Notices. Whenever any person shall desire to give or serve any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication 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 official of a government agency being served, or (b) three business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested and shall be addressed as follows:

If to Covenantor:	Telair International 4175 Guardian Street Simi Valley, CA 93063 Attention: Vice President and General Counsel
If to Department:	California Environmental Protection Agency Department of Toxic Substances Control

Description: Ventura,CA Document-Year.DocID 2005.144324 Page: 7 of 11
Order: dsp Comment:

Northern California Permitting & Corrective Action Branch
8800 Cal Center Drive
Sacramento, CA 95826

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.

8.5 Access for Department. 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 and safety and the environment.

8.6 Partial Invalidity. If any portion of this Covenant is determined by a court of competent jurisdiction to be invalid for any reason, the remaining portions shall remain in full force and effect as if such invalid portion had not been included herein.

8.7 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the reader and are not a part of the Covenant.

(Signature Page Follows)

Description: Ventura,CA Document-Year.DocID 2005.144324 Page: 8 of 11
Order: dsp Comment:

IN WITNESS WHEREOF, the Covenantor and Department execute this Covenant as of the date set forth below.

COVENANTOR:

TELAIR INTERNATIONAL
a California corporation

//original signed by//

Date: May 20, 2005

By: _____
Name: Kevin K. Gordon
Its. Vice President

DEPARTMENT:

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY, DEPARTMENT OF TOXIC SUBSTANCES CONTROL

//original signed by//

Date: May 26 2005

James M. Pappas, P. E., Chief
Northern California Permitting and
Corrective Action Branch

Description: Ventura,CA Document-Year.DocID 2005.144324 Page: 9 of 11
Order: dsp Comment:

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF Montgomery)

On May 20, 2005 before me, the undersigned, a Notary Public in and for said state, personally appeared Kevin K. Gordon, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Vice President, of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its board of directors.

//original signed by//

Notary Public
My Commission Expires:

Notarial Seal
Pamela L. Carr, Notary Public
Limerick Twp., Montgomery County
My Commission Expires Apr. 8, 2006
Member, Pennsylvania Association Of Notaries

STATE OF CALIFORNIA)
) SS:
COUNTY OF SACRAMENTO)

On 26th May, 2005 before me, the undersigned, a Notary Public in and for said state, personally appeared JAMES M. JAPPAS, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as BRANCH CHIEF, of the Department of Toxic Substances Control, the agency that executed the within instrument, and acknowledged to me that such agency executed the same.

//original signed by//

Notary Public
My Commission Expires:

J. WALIA
COMM. # 1386350
NOTARY PUBLIC • CALIFORNIA
SACRAMENTO COUNTY
Comm. Exp. NOV. 22, 2006

Description: Ventura,CA Document-Year.DocID 2005.144324 Page: 10 of 11
Order: dsp Comment:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

Portions of sections 2 and 11, township 1 north, range 20 west, Rancho El Conejo, in the City of Newbury Park, County of Ventura, State of California as follows:

Beginning at the 1 inch iron pipe in the northerly line of Old El Conejo Road as described in deed to State of California, recorded in book 142, page 143 of deeds. Said point of beginning being at the southwest corner of the land described in parcel "B" in deed to Mary Ellen Hoff, recorded in book 574, page 626 of official records: thence along the northerly line of Old Conejo Road.

1st: North 75°45'00" west 1921.32 feet to a 3/4 inch iron pipe; thence
2nd: North 04°15'00" east 536.30 feet to a 3/4 inch iron pipe in the southerly line of the California state highway as described in a degree entered in case no. 19105 of Superior Court of said county. A certified copy of said decree being of record in book 471, page 417 of official records: thence along the southerly line of the highway last referred to.
3rd: South 62°29'00" east 2045.80 feet to a 1 1/2 inch iron pipe at the northwest corner of said land of Mary Ellen Hoff, thence
4th: South 00°04'00" west 78.47 feet to the point of beginning.

Except that portion of said land lying within the freeway as granted to the State of California, in deed recorded November 23, 1966 in book 3071, page 190 of official records.

PARCEL 2:

The north half of that portion of Old Conejo Road abandoned by resolution of the Board of Supervisors of the County of Ventura, a certified copy of said resolution was recorded December 22, 1972 as Instrument No. 91827, in Book 4052 Page 780 Official Records.

Description: Ventura,CA Document-Year.DocID 2005.144324 Page: 11 of 11
Order: dsp Comment: