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California

04/26/19 AT 09:39AM

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DAR - Counter (Upfront Scan)

THIS FORM IS NOT TO BE DUPLICATED

E497026

04/26/2019

20190374421

RECORDING REQUESTED BY:

Rio Hondo College
3600 Workman Mill Road
Whittier, California 90601
Attention: Teresa Dreyfuss,
Superintendent/President

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630
Attention: Maryam Tasnif-Abbasi
Branch Chief
Site Mitigation and Restoration Program

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LAND USE COVENANT AND AGREEMENT

ENVIRONMENTAL RESTRICTIONS

County of Los Angeles, Assessor Parcel Number(s): 8026-018-901 and 8026-018-902
Re: Rio Hondo College, Regional Public Safety Training Center
11400 Greenstone Avenue and 11401 Shoemaker Avenue,
Santa Fe Springs, California 90670
DTSC Site Code 301797-11

This Land Use Covenant and Agreement ("Covenant") is made by and between Rio Hondo College (the "Covenantor"), the current owner of property located at 11400 Greenstone Avenue and 11401 Shoemaker Avenue, Santa Fe Springs, 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 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, totaling approximately 6.187 acres, is more particularly described in the attached Exhibit A (Legal Description), and depicted in Exhibit B (Plot Plan). The Property is located in the area now generally bounded by Greenstone Avenue on the west, Shoemaker Avenue to the east, and commercial/industrial properties to the north and south. The property is currently used as a regional public safety training center. The Property is also identified as County of Los Angeles, Assessor Parcel Numbers 8026-018-901 and 8026-018-902.

1.2. The Property was historically used by Riverside Steel for trucking and storage of fabricated steel, and by Greenstone Development Company. A small refinery, directly across the street used three sumps (oil sumps A, B and C) on the Property for disposal of petroleum waste generated by the refinery. These sumps are located on the south-western and south-central portion of the Property. In 1991 the three sumps were filled and covered with asphalt. In a Level II Subsurface Environmental Assessment of Soils report completed in1992, and a Limited Soil Investigation and Groundwater Study report completed in 1996, two oil sumps (Sump A and C) were confirmed along the south-central portion of the property, and one oil sump (Sump B) were confirmed along the southwestern portion of the property. Based on laboratory analytical results, TPH concentrations in Sump C soils exceeded Los Angeles Regional Water Quality Control Board (RWQCB) Environmental Screening Level for unrestricted use. Benzene was detected in all groundwater samples collected at concentrations slightly above the maximum contaminant level of 1 part per billion.

(a) In October 1999, a health risk assessment (HRA) was performed for the Property, to assess potential exposures to future on-site populations. The risk assessment included soil and groundwater data collected at the Property. In November 1999, the City of Santa Fe Springs and the Department entered into

Voluntary Cleanup Agreement for the Department review and comment on the HRA. Based on the HRA the Department concluded that use of the Property be limited to non-residential uses.

In June 2000, Rio Hondo Community College and the Department signed a Land Use Covenant that restricted land use only at Parcel 1, a 3-acre parcel bound on the west by Greenstone Avenue.

(b) In 2014, the Department determined petroleum hydrocarbon impacts in oil Sump C extended to the adjacent parcel 2, a 3.187-acre parcel located in the area bound by Shoemaker Avenue to the east. In 2016, Rio Hondo Community College acquired Parcel 2. Based on petroleum hydrocarbon impacts onto Parcel 2, the Department re-evaluated the site data and potential human health and ecological risks for the entire 6.187 acres. Department re-evaluated the HRA and compared the data with the Los Angeles RWQCB's 1996 cleanup guidelines, as well as the current San Francisco Bay RWQCB Environmental Screening Levels (Interim Final, 2016). The Department concluded that use of the Property (Parcels 1 and 2) be limited to non-residential use.

1.3. Basis for Environmental Restrictions. As a result of the presence of hazardous substance, 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 when used in compliance with 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" or "Occupants" 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" or "Owners" means the Covenantor, and any successor in interest including any heir and assignee, who at any time holds title to all or any portion of the Property.

ARTICLE III
GENERAL PROVISIONS

3.1. 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, 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: (a) binds all Owners of the Property, their heirs, successors, and assignees; and (b) the agents, employees, and lessees of the Owners and 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, however, is binding on all Owners and Occupants, and their respective successors and assignees, 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 and new Owner shall provide Notice to the Department not later than 30 calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The 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 Owner. The Department has already incurred and will in the future incur costs associated with this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering, implementing and enforcing this Covenant.

ARTICLE IV
RESTRICTIONS AND REQUIREMENTS

4.1. Prohibited Uses. The Property 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 hospital for humans.

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

(d) A day care center for children.

4.2. Soil Management. Soil management activities at the Property are subject

to the following requirements in addition to any other applicable Environmental Restrictions:

(a) No activities that will disturb the soil (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 human health or safety or the environment.

4.5. Inspection and Reporting Requirements. The Owner 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 that were the basis for the statements and conclusions in the annual inspection report were performed (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 the Owner identifies any violations of this Covenant during the annual inspection or at any other time, the Owner must within 10 calendar days of identifying the violation: (a) determine the identity of the party in violation; (b) send a letter advising the party of the violation of the Covenant;

and (c) 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 calendar days of its original transmission.

4.6 Five-Year Review. In addition to the annual reviews noted above, after a period of five (5) years from March 1, 2019 and every five (5) years thereafter, Owner shall submit a Five-Year Review report documenting its review of the remedy implemented and its evaluation to determine if human health and the environment are being adequately protected by the remedy as implemented. The report shall describe the results of all inspections, sampling analyses, tests and other data generated or received by Owner and evaluate the adequacy of the implemented remedy in protecting human health and the environment. As a result of any review work performed, DTSC may require Owner to perform additional review work or modify the review work previously performed by Owner.)

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, such as failure to submit (including 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 any 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 any of the Environmental Restrictions imposed by this Covenant or terminate the Covenant in its entirety. 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 calendar 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) five calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Rio Hondo College
Attn: Teresa Dreyfuss, Superintendent/President
3600 Workman Mill Road
Whittier, California 90601

To Department: Department of Toxic Substances Control
Site Mitigation and Environmental Restoration Program
Attn: Maryam Tasnif-Abbasi, Branch Chief
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.

— Exhibit A, B, C

IN WITNESS WHEREOF, the Covenantor and the Department hereby execute this Covenant.

Covenantor: Rio Hondo College

By: _____

Title: _____

Teresa Dreyfuss, Superintendent/President

Date: January 10, 2019

RS 01/10/19

Department of Toxic Substances Control:

By _____

Title: _____

Maryam Tasnif-Abbasi, Branch Chief

Site Mitigation and Environmental Restoration Program

Date: March 12 2019

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EXHIBIT 'A'

LEGAL DESCRIPTION

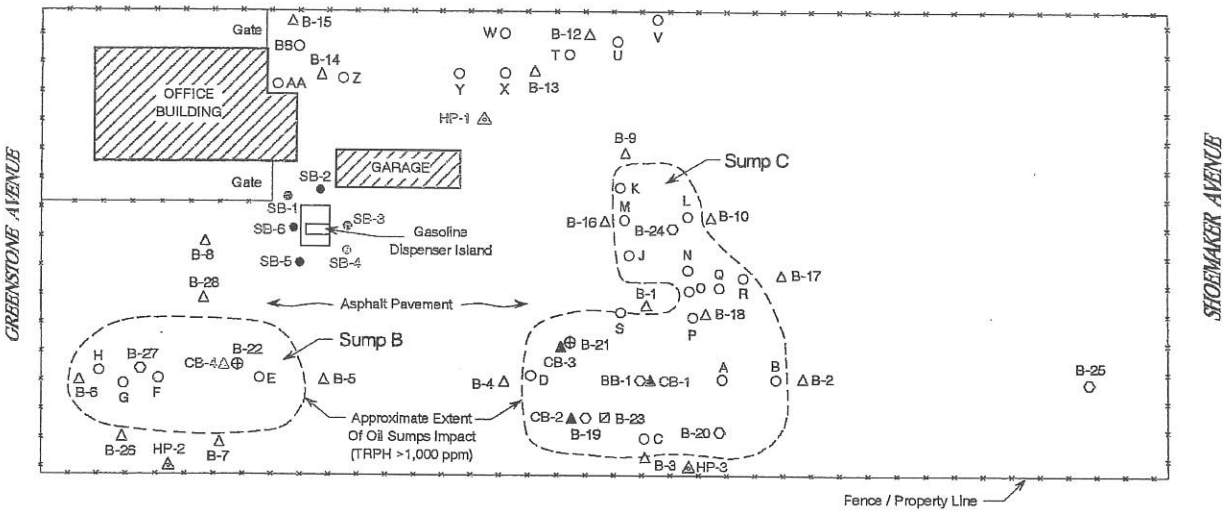
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 2, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, OF PARCEL MAP NO. 24650, FILE IN BOOK 276 PAGES 37 AND 38 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8026-018-027

Exhibit B - Plot Plan

FIGURE 3
PREVIOUS BORING LOCATIONS AND RECENT
SOIL AND GROUNDWATER SAMPLE LOCATIONS
GREENSTONE DEVELOPMENT COMPANY
11400 GREENSTONE AVENUE
SANTA FE SPRINGS, CALIFORNIA



LEGEND

- ○ 5 FT. TO 10 FT. DEPTH SOIL BORINGS
- △ 20 FT. DEPTH SOIL BORINGS
- ⊕ 30 FT. DEPTH SOIL BORINGS
- ⬡ 40 FT. DEPTH SOIL BORINGS
- ▨ 60 FT. DEPTH SOIL BORINGS

(Previous Boring Locations)

- McLAREN/HART SOIL BORING (USTs)
- McLAREN/HART CONFIRMATORY SOIL SAMPLE BORINGS
- McLAREN/HART GROUNDWATER SAMPLE LOCATIONS

N

0 100'
SCALE

McLaren Hart

Source: Aqua Science Engineers, Inc. 6/26/92

T9510054*

Exhibit A Legal Description - Parcel 1

exhibit C

Chicago

98-1078563

RECORDING REQUESTED BY:

When Recorded Mail Document
and Tax Statement To:
Rio Hondo Community College District
3600 Workman Mill Road
Whittier, California 90601-1699
Attn: Mark R. Robbins
Escrow No.1-87905-7 JS
Title Order No. 7607603-H28

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
3:21 PM JUN 25 1998

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN:8026-018-016

GRANT DEED

FREE

The undersigned grantor(s) declare(s),
Documentary transfer tax is -- City Tax $
(XXX) computed on full value of property conveyed, or
( ) computed on full value less liens or encumbrances remaining at time of sale,
( ) unincorporated area City of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

COMMUNITY DEVELOPMENT COMMISSION, CITY OF SANTA FE SPRINGS

hereby GRANT(S) to

RIO HONDO COMMUNITY COLLEGE DISTRICT, A PUBLIC AGENCY

the following described real property in the City of SANTA FE SPRINGS,
County of LOS ANGELES, State of California,

PARCEL 1, AS SHOWN ON PARCEL MAP NO. 24650, FILED IN BOOK 276 PAGES 37 AND 38 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DATED: May 19, 1998

STATE OF CALIFORNIA
COUNTY OF Los Angeles
ON 5 June 1998 before me, the undersigned personally appeared Ronald S. Kernes

personally known to me (~~or proved 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 they 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 Carol Bourne

CAROL BOURNE
COMM. #1036437
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires OCT 30,1998

COMMUNITY DEVELOPMENT COMMISSION, CITY OF SANTA FE SPRINGS

BY: Ronald S. Kernes
RONALD S. KERNES, CHAIRMAN

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 January 15, 2019 before me,

Renee Gallegos, notary public

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

personally appeared Teresa Dreyfuss, 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,

RENEE GALLEGOS
Notary Public – California
Los Angeles County
Commission # 2230526
My Comm. Expires Mar 7, 2022

Renee Gallegos (seal)
Signature of Notary Public

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 12, MARCH 2019 before me,

KELLY S. LALIBERTE, NOTARY PUBLIC

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

personally appeared MARYAM JASNIF-ABBASI, 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,

KELLY S. LALIBERTE
COMM. #2151006
Notary Public - California
Los Angeles County
My Comm. Expires Apr. 28, 2020
NRO1 NRO1

Kelly S. LaLiberte (seal)

Signature of Notary Public