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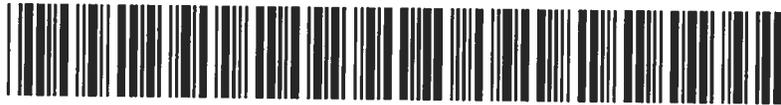
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**RECORDING REQUESTED BY:**

City of Maywood  
Maywood City Hall  
4319 E. Slauson Avenue  
Maywood, California 90270

**WHEN RECORDED, MAIL TO:**

State of California  
Department of Toxic Substances Control  
9211 Oakdale Avenue  
Chatsworth, California 91311-6505  
Attention: Julie Propes  
Cleanup Program



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**COVENANT TO RESTRICT USE OF PROPERTY  
ENVIRONMENTAL RESTRICTION**

RE: Parcel Numbers 6314-030-902, 6314-030-903, 6314-032-900, 6314-032-901, and 6314-032-902

DTSC Site Code 300705

DTSC Site Name **Pemaco Superfund**

CERCLIS Identification # CAD980737092

This Covenant and Agreement ("Covenant") is made by and between The City of Maywood (the "Covenantor"), who is the current owner of property situated in the City of Maywood, Los Angeles County, State of California, described in **Exhibit A-1** and depicted in **Exhibit B-1**, attached, (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 of hazardous materials, as defined in Health and Safety Code section 25260, located at the Property. The Covenantor and the Department, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5, that the use of the Property be restricted as set forth in this Covenant. The Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1. The provisions of this Covenant shall be for the benefit of, and shall be enforceable by, the United States Environmental Protection Agency ("U.S. EPA"), as a third party beneficiary pursuant to general contract law, including, but not limited to, Civil Code Section 1559.

**ARTICLE I**  
**STATEMENT OF FACTS**

1.01. The Property. The Property, totaling approximately 3.79 acres, is more particularly described and depicted in the attached **Exhibits A-1 and B-1**. The Property has been incorporated into Maywood Riverfront Park and is located at the former address of 5050 Slauson Avenue in the City of Maywood, Los Angeles County, California and found in the area now generally bounded by Slauson Avenue on the North, Alamo Avenue on the West, 59th Place to the South, then by the east side of Walker Street on the West, then by 60th Street to the South, and by the Los Angeles River on the East. The Property is also generally described as Los Angeles County Assessor's Parcel Numbers: 6314-030-902, 6314-030-903, 6314-032-900, 6314-032-901, and 6314-032-902.

1.02. The Property includes the Pemaco Site ("Pemaco Site" or "Site"), a former chemical blending and distribution facility that stored a wide variety of chemicals, including aromatic and chlorinated solvents, flammable liquids, specialty chemicals and oils. These chemicals were stored in a combination of 55-gallon drums; aboveground storage tanks (ASTs) and thirty-one 500 to 20,000-gallon underground storage tanks (USTs). Pemaco, Inc. operated on this site from the 1950s until April 1991 when the Pemaco Site was abandoned. The Pemaco Site was added to the National Priorities List on January 19, 1999 (CERCLIS ID CAD980737092), and remedial actions were performed, as described below.

1.03. The majority of the Property has been converted to park space and has been incorporated into the Maywood Riverfront Park ("Park") as part of the larger Los Angeles River Greenway Program and the Los Angeles River Master Plan. The Park consists of soccer fields, handball courts, basketball courts, bike paths, restrooms, a play area, native plant landscaping, picnic areas and parking areas.

1.04. Hazardous Substances. Hazardous substances, as defined in section 25316 of the California Health and Safety Code ("H&SC"), (within Chapter 6.8, Division 20 of the H&SC), and in section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601(14), and also Title 40 Code of Federal Regulations ("CFR") sections 261.3 and 302.4, remain in the groundwater underlying portions of the Property, and may remain in soils underlying the former underground storage tank (UST) area of the Pemaco Site where Pemaco conducted operations. (See **Exhibit C** for these UST locations located within the red outline). These substances are also hazardous materials as defined in Health and Safety Code section 25260(d). A groundwater cleanup system has been operational since 2007 and the list of contaminants still left in the aquifer are listed by groundwater zone, below. The most recent sampling event as of the time this Covenant was recorded occurred during July 2018, results of which are documented in the *Semiannual Groundwater Monitoring Report for the July 2018 Monitoring Event*.

- (a) The contaminants present that exceeded site specific remediation levels (SSRLs) in the perched zone groundwater (25 to 40 feet below ground surface (bgs)) are vinyl chloride (VC) at 0.5 ppb (SSRL of 0.5 ppb), and 1,4-dioxane at 17 ppb (SSRL of 1 ppb).
- (b) Contaminants exceeding SSRLs in the "A" Zone groundwater (65 to 75 ft bgs) are trichloroethene (TCE) at 610 ppb (SSRL of 5 ppb); cis-1,2-DCE at 42 ppb (SSRL of 6

ppb); and 1,4-dioxane at 12 ppb. Off-site sources may also impact groundwater in the Pemaco "A" zone monitoring wells.

- (c) Contaminants exceeding SSRLs in the "B" Zone groundwater (80 to 90 ft bgs) are TCE at 270 ppb, cis-1,2-DCE at 220 ppb; 1,4-dioxane at 27 ppb; and VC at 250 ppb. Off-site sources may also impact groundwater in the Pemaco "B" zone monitoring wells.
- (d) Contaminants exceeding SSRLs in the "C" Zone groundwater (100 to 110 ft bgs) are TCE at 550 ppb, cis-1,2-DCE at 71 ppb, VC at 1.9 ppb, and 1,4-dioxane at 14 ppb. Off-site sources may also impact groundwater in the Pemaco "C" zone monitoring wells.
- (e) Contaminants exceeding site specific remedial levels in the "D" Zone groundwater (125 to 145 ft bgs) are TCE at 210 ppb, cis-1,2-DCE at 6.9 ppb, and 1,4-dioxane at 10 ppb.
- (f) There were no contaminants exceeding SSRLs in the two "E" Zone wells.

1.05. Remediation of the Pemaco Site. Remedial Action for the Pemaco Site has been implemented pursuant to a Record of Decision ("ROD") issued by the U.S. EPA, dated January 13, 2005. Under the ROD, the U.S. EPA Region IX Superfund Division Director selected remedial actions for the Pemaco Site pursuant to CERCLA. The State of California concurred with this remedy. The selected remedy addressed three zones of contamination: 1) surface and near-surface soil (zero to three feet below ground surface); 2) upper vadose zone soil and perched groundwater (three to 35 feet bgs) and 3) lower vadose zone soil (35 to 65 feet bgs) and Exposition Zone groundwater (Zones A, B, C, and D) which is from 65 to 145 feet bgs.

1.06. The ROD selected a multi-component remedy to treat each of these remediation zones. For near surface soils, the ROD called for soil capping and limited hot spot removal. For upper vadose zone soil and perched groundwater, the ROD called for High-Vacuum Dual-Phase Extraction (HVDPE) to capture and treat contaminated groundwater and soil vapors. For the lower vadose zone soil and Exposition Zone groundwater, the ROD called for a thermal treatment with Electrical Resistance Heating (ERH) in the area where soil and groundwater had the highest levels of contamination, coupled with HVDPE. Finally, the ROD required that the City of Maywood prohibit residential use of the property through zoning and through a land use covenant with the State of California to permanently change the allowable land use at the Pemaco Site.

1.07. The remedy construction was implemented between May 2005 and April 2007, and included the following:

- (a) soil hotspot removal, installation of a geotextile liner and a 1-3 foot layer of certified clean fill, and revegetation of the Site;
- (b) ERH to heat soils and groundwater in the most contaminated area of the Site;
- (c) HVDPE to extract contaminated groundwater and to remove contaminated vapors liberated by the heating in the ERH area;
- (d) HVDPE to extract contaminated groundwater from the upper vadose zone in areas outside the ERH area and along 59<sup>th</sup> Place to intercept contaminated groundwater and soil vapors flowing toward the surrounding neighborhood;

(e) A treatment plant to treat contaminated groundwater and soil vapors.

1.08. Pursuant to the ROD, the geotextile liner was installed over a portion of the Property affected by contamination from the Pemaco Site, more particularly described in **Exhibit A-2** and depicted in **Exhibit B-2**, and referred to as the ("Lined Area"). The Lined Area includes the entirety of the area that comprised the former Pemaco property, and portions of the railroad right of way adjacent to the former Pemaco property between Slauson Avenue and the southern border of the former 59th Place extension, portions of the former District Boulevard between Slauson Avenue and the southern border of the former 59th Place extension, as well as a portion of the former 59th Place extension that has been incorporated into the Park.

1.09. During construction of the remedy to address the Pemaco Site in 2006, EPA worked with the City of Maywood to integrate the Pemaco Site remedy into the City of Maywood's design plans for the Park. The City of Maywood performed soil hotspot cleanup actions in six areas on the Property, including one area within the former Pemaco property. EPA contractors installed a geotextile liner cover on the portion of the former Pemaco property that was incorporated into the Park. Contractors hired by the City of Maywood followed with installation of a 1-3 foot layer of clean fill over all portions of the Property that were incorporated into the Park, including most of the former Pemaco property. Further construction occurred from August 1, 2005 to April 27, 2007, and included installation of the ERH wells and piping. ERH treatment started during September 2007 and ended by April 2008. EPA completed the Surface Soil Remedy in 2018 by installing a geotextile liner and 1-3 feet of clean fill over the area where ERH was performed.

1.010. A land use covenant is necessary to fully implement the remedial actions described in the ROD and to protect human health by preventing disruption of remedial systems. U.S. EPA, with the concurrence of the Department, has concluded that the Pemaco Site, when remedied to the goals presented in the ROD, and when used in compliance with the terms of this Covenant, does not present an unacceptable threat to human safety or the environment.

1.011. A human health risk assessment was completed for the Pemaco Site in 2004. Specific and essential elements of the human health risk assessment are documented in Section 7 of the ROD for the Site. Copies of the documents containing the risk assessments are on file at the Cesar Chavez Public Library, 4323 E. Slauson Avenue, Maywood, California 90270, and at the U.S. EPA, Superfund Records Center, 75 Hawthorne Street, San Francisco, California 94105. In accordance with the findings of these risk assessments, the restrictions set forth in this covenant are intended to protect against potential future human exposure to contaminants that may remain in groundwater and subsurface soils under portions of the Property.

## **ARTICLE II** **DEFINITIONS**

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

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

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

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

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. U.S. EPA or a state agency acting pursuant to a contract or cooperative agreement executed under CERCLA section 104(d)(1), 42 U.S.C. 9604(d)(1), or designated pursuant to a CERCLA Memorandum of Agreement entered into under subpart F of the NCP (40 C.F.R. 300.505) may be designated CERCLA Lead Agency.

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

2.07 Improvements. "Improvements" include, but are not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

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

2.09 Remedial Systems. "Remedial Systems" shall mean the remedial equipment and systems located on the Property to effectuate the ROD as approved by the CERCLA Lead Agency. At the time of execution of this Covenant, as depicted in **Exhibit D**, elements of the remedial systems include:

Groundwater treatment system:

- Groundwater booster tank, T-401 with transfer pump, P-401 pumps to
- Multiple bag filter housings, F-401 and F-402, (4-bags in each) and two single bag bypass filters, F-403 and F-404, then to
- Holding tank, T-402 with a variable speed drive transfer pump, P-402 pumps to
- Multiple bag filter housing, F-405 (4 bags) and one single bag by-pass filter, F-406,
- Two 3,000 pound liquid phase carbon adsorbers, T-403, and T-404
- Discharge flow totalizer, FQI-402
- Discharge sampling box, T 405 (sanitary sewer discharge)
- 25 dual phased perched extraction wells, 32 exposition groundwater extraction wells

Vapor treatment system<sup>1</sup>:

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<sup>1</sup> The Vapor Treatment system as constructed/operated previously by USEPA included the following equipment that was decommissioned by USEPA as noted in the 2015 Annual Operations Report for Pemaco Superfund Site (Nov. 11, 2016). These items were sold and removed prior to execution of this Covenant. Therefore, they are not being included in the definition of "Remedial Systems":

- RC-201(cooling tower and cooling tower pump)
- Flameless thermal oxidizer and scrubber skid, FTO-101(turned off May 2008, sold for auction Jan 2015)

- Moisture separator, T-101
- Vapor particulate filter skid, F-101 and F-102
- Two 75 hp liquid-ring vacuum pumps, B-101 and B102
- Oil mist filter skid, F-103 and F-104
- Two 4,000 pound vapor phase carbon adsorbers, T-301 and T-302
- Heat exchanger, H201
- Vapor conditioning package: cooling tower, CT-201, cooling tower pump, P-203, refrigerated chiller

### **ARTICLE III** **GENERAL PROVISIONS**

3.01. Restrictions to Run with the Land. This Covenant sets forth Environmental Restrictions, that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. This Covenant:

- (a) runs with the land pursuant to Health and Safety Code section 25355.5(a) and Civil Code section 1471;
- (b) inures to the benefit of and passes with each and every portion of the Property;
- (c) is for the benefit of, and is enforceable by the Department; and
- (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all Owners and Occupants of the Property. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Incorporation into Deeds and Leases. The Covenant and its Environmental Restrictions shall be incorporated by reference in each and every deed and lease for any portion of the Property.

3.04. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the DTSC site name and DTSC site code as listed on page one of this Covenant. The notice shall also include the applicable Assessor's Parcel Number ("APN") listed in Section 1.01. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

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- Flame arrestor, FA-301 serving as backflash prevention device (turned off May 2008, sold for auction Jan 2015)

3.05. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the 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 the Covenant, including but not limited to costs of implementation and enforcement.

#### **ARTICLE IV**

#### **RESTRICTIONS AND REQUIREMENTS**

4.01. Prohibited Uses of the Property. The Property shall not be used for any of the following purposes without the Department's prior, specific written approval for that land use pursuant to Health and Safety Code section 25227. Any request for the Department's written approval shall be submitted to U.S. EPA simultaneously with the request submitted to the Department, and shall provide U.S. EPA with actual, prior notice and opportunity to comment.

- (a) A new use of the Property that is inconsistent with its present use. The Property is currently incorporated into the Maywood Riverfront Park and is used for recreational purposes, and for continued operation of the Remedial Systems.
- (b) Subdivision of the Property; except for subdivision to divide that portion of the parcel that contains hazardous materials, as defined in Health and Safety Code section 25260(d), from other portions of that parcel.
- (c) Construction or placement of a building or structure on the land that is intended for use as any of the following, or the new use of an existing structure for the purpose of serving as any of the following:
  - (i) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
  - (ii) A hospital for humans.
  - (iii) A public or private school for persons under 21 years of age.
  - (iv) A day care center for children.
  - (v) A permanently occupied human habitation, other than those used for industrial purposes

4.02. Soil Management in the Lined Area.

- (a) No activities that may disturb the geotextile liner or soil (e.g., building excavation, grading, removal, trenching, filling, earth movement or mining) below the geotextile liner shall be allowed on the Lined Area without a soil management plan approved in advance by the CERCLA Lead Agency.
- (b) Any contaminated soils or materials brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of California and federal law and in compliance with a soil management plan, approved in advance by the CERCLA Lead Agency. Such soils and materials shall

not be removed from the Lined Area without a soil management plan approved by the Department.

- (c) Unless a soil management plan approved by the CERCLA Lead Agency specifically indicates otherwise, the Owner shall provide the U.S. EPA and the Department written notice prior to any activities that may disturb the geotextile liner or soil below the geotextile liner (e.g., building, excavation, grading, removal, trenching, filling, earth movement or mining) within the Lined Area.
- (d) Owner shall maintain the integrity of the soil cap located on the Lined Area, including performing regular maintenance of vegetative cover as necessary to prevent erosion.

4.03. Prohibited Activities at the Property. Unless a change is authorized pursuant to Article VI of this Covenant, the following activities are specifically prohibited without prior written approval from the CERCLA Lead Agency:

- (a) Groundwater at or under the Property shall not be extracted for use as drinking water or for other domestic uses, or for any other purpose other than (i) groundwater monitoring and remediation as approved by the appropriate regulatory entity overseeing that monitoring/remediation, (ii) dewatering or dust control during Park development activities.
- (b) Activity that may interfere with, or otherwise affect the integrity or effectiveness of any remedial activity required for protection of human health and the environment, as determined by the CERCLA Lead Agency, under either this Covenant or applicable federal, state, or local law, or by the Department under this Covenant or under State law.

4.04. Non-Interference with Remedial Systems at the Property.

- (a) The Owner and Occupant shall not participate in or allow any activity that would interfere with the operation of the Remedial Systems or other Site-wide response activities at the Property without prior written approval from the CERCLA Lead Agency. Such approval not to be unreasonably withheld.
- (b) At the time of signing of this Covenant, portions of the Property have not yet been landscaped in accordance with the Park development plan developed by the City of Maywood and approved by EPA in 2018. To prevent tree roots from interfering with Remedial Systems components, tree planting in such areas shall be prohibited within a 10-foot radius from: any remediation and monitoring wells, and also from any underground utilities and pipelines used by the Remedial Systems. The tree planting restriction zone is depicted in **Exhibit E**.
- (c) All uses and development of the Property shall preserve the integrity of the Remedial Systems or other Site-wide response activities.
- (d) Owner shall provide a copy of this Covenant to all easement holders for all or any portion of the Property.

4.05. Access for the Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities for the Remedial Systems on the Property consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment. Nothing in this instrument shall limit or otherwise effect the Department's right of entry and access, or authority to take response actions, under CERCLA; the National Contingency Plan, 40 Code of Federal Regulations Part 300 (1997) and its successor provisions; Chapter 6.8, Division 20 of the California Health and Safety Code; California Civil Code, or other applicable State Law.

4.06. Access for U.S. EPA. Nothing in this instrument shall limit or otherwise affect U.S. EPA's right of entry and access, or U.S. EPA's authority to take response actions, under CERCLA; the National Contingency Plan, 40 Code of Federal Regulations Part 300 (1997) and its successor provisions; or federal law.

4.07. Access for Implementing Operation and Maintenance. The entity, person or persons responsible for implementing the operation and maintenance activities related to the Remedial Systems shall have reasonable right of entry and access to the Property for the purpose of implementing these operation and maintenance activities. Such right of entry and access shall continue until such time as the CERCLA Lead Agency determines that such activities are no longer required.

4.08. Access for Five Year Reviews. The entity, person or persons responsible for Five Year Reviews shall have reasonable right of entry and access to the Property for the purpose of implementing these activities. Such right of entry and access shall continue until such time as the CERCLA Lead Agency determines that no further Five Year Review activities are required.

4.09. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection verifying compliance with this Covenant and shall submit an Annual Inspection Report to the Department for its approval by March 1st of each year. The annual report shall describe how all requirements outlined in this Covenant have been met. The annual report, filed under penalty of perjury, shall certify that the Property is being used in a manner consistent with this Covenant. The annual report must include the dates, times, and names of those who conducted 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 violations are 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 ten (10) 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, copies of any correspondence related to the enforcement of this covenant shall be sent to the Department and to U.S. EPA within ten (10) days of its original transmission.

**ARTICLE V**  
**ENFORCEMENT**

5.01. Enforcement. Failure of the Covenantor, 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.

5.02 Enforcement Rights of U.S. EPA as a Third Party Beneficiary. U.S. EPA, as a third party beneficiary, has the right to enforce the Environmental Restrictions contained herein.

**ARTICLE VI**  
**VARIANCE, TERMINATION, AND TERM**

6.01. Variance. Owner, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223 and a copy of the application shall be submitted to U.S. EPA simultaneously with the application submitted to the Department. No variance may be granted under this paragraph without prior notice to and an opportunity to comment by U.S. EPA.

6.02 Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25224 and a copy of the application shall be submitted to U.S. EPA simultaneously with the application submitted to the Department. No termination may be granted under this paragraph without prior notice to and opportunity to comment by U.S. EPA.

6.03 Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, after providing notice to and an opportunity to comment by U.S. EPA, this Covenant shall continue in effect in perpetuity.

**ARTICLE VII**  
**MISCELLANEOUS**

7.01. No Dedication or Taking 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. Further, nothing in this Covenant shall be construed to effect a taking under State or federal law.

7.02. 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) five (5) calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: David Mango  
Director of Building and Planning  
Maywood City Hall  
4319 E. Slauson Avenue  
Maywood, CA 90270

To Department: Lori Parnass  
California Department of Toxic Substances Control  
Brownfields and Environmental Reuse Program  
Department of Toxic Substances Control  
9211 Oakdale Avenue  
Chatsworth, California 91311

To the U.S. EPA: Rosemarie Caraway  
Remedial Project Manager  
75 Hawthorne Street, SFD 7-2  
San Francisco, CA 94105

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

7.03. 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, or the application of it to any person or circumstance, shall remain in full force and effect as if such portion found invalid had not been included herein.

7.04. Statutory and Regulatory References. All statutory and regulatory references include successor provisions.

7.05. Incorporation of Attachments. All attachments and exhibits to this Covenant are incorporated herein by reference.

7.06. California Law. This Covenant shall be governed, performed and interpreted under the laws of the State of California.

7.07. No Delegation. Nothing set forth in this Covenant shall be construed to be a delegation of any authorities of the Department under any statute or regulation.

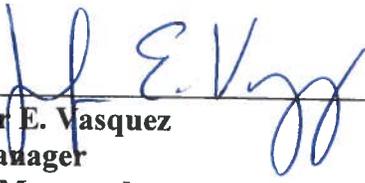
7.08. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within ten (10) days of the Covenantor's receipt of a fully executed original. The Covenantor shall also provide copies showing the County Recorder's tracking information of this Environmental Restriction's recording (i.e., document number or book and page number information). Such copies shall be sent to the Department and U.S. EPA within ten (10) days of Covenantor's receipt of such from the County Recorder's Office.

7.09. Representative Authority. The undersigned representative of the Covenantor certifies that they are fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind the owners of the property, and the property itself, to the terms of this Covenant. Further, if this Covenant is held invalid because the undersigned representative lacked the

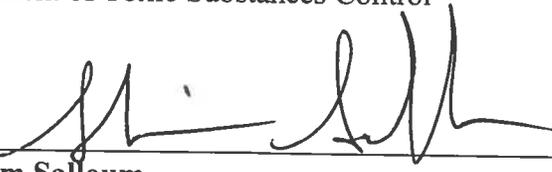
authority to execute the Covenant, the undersigned representative agrees to be liable to the Department for the costs of securing any necessary properly executed and recorded replacement Covenant.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor:

By:  Date: 7/10/19  
**Jennifer E. Vasquez**  
**City Manager**  
**City of Maywood**

Department of Toxic Substances Control

By:  Date: 8/6/2019  
**Haissam Salloum**  
**Branch Chief**  
**Site Mitigation and Restoration Program – Chatsworth Office**  
**Department of Toxic Substances Control**

EXHIBITS

- A – LEGAL PROPERTY DESCRIPTIONS
- B – SURVEY MAPS
- C – MAP OF FORMER UST AREA
- D – MAP OF REMEDIAL SYSTEM COMPONENTS
- E – TREE PLANTING RESTRICTION AREA
- F – RESOLUTION OF THE CITY OF MAYWOOD

Exhibit A  
Legal Property Descriptions

EXHIBIT A-1  
LEGAL DESCRIPTION OF  
GROUNDWATER NONINTEREFENCE RESTRICTION  
MAYWOOD RIVERFRONT PARK

CITY OF MAYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

All that real property situated in a portion of the Rancho San Antonio as recorded in Book 1 Page 389 of Patent records of Los Angeles County California, also being a portion of Lots 110, 111, 114, a portion of the former Los Angeles Junction Railway and a portion of District Boulevard (formerly Riverside Drive), all as shown on Tract 7923, recorded in Map Book 113, Pages 80 through 83 inclusive, Official Records of the County of Los Angeles, California, and being more particularly described as follows:

**Beginning** at the point of intersection of the southwesterly property line of the former Los Angeles Junction Railway and at the southeasterly 100 foot right-of-way line of East Slauson Avenue, as described in Deed Book 18529, Page 387 of said Official Records, said southwesterly property line also being the common northeasterly property line of Lots 121, 116 and 115 of said Tract 7923; thence South 39° 01' 00" East a distance of 427.81 feet along said former Los Angeles Junction Railway property line to the beginning of a tangent curve; thence southeasterly along said curve concave to the southwest having a radius of 550.70 feet through a central angle of 06°23'30" an arc length of 61.43 feet to the south line of said Lot 115 of Tract 7923, at said point a radial line bears North 57°22'30" East; thence departing said former Los Angeles Junction Railway, North 82°47'15" West a distance of 0.78 feet along the south line of Lot 115 to the easterly 50 foot right-of-way line of Walker Avenue as shown on Tract 7923; thence South 07°33'15" West a distance of 330.00 feet along said right-of-way to the southeasterly line of Lot 114 of Tract 7923; thence South 82°47'15" East a distance of 330.29 feet along the southeasterly line of Lots 114, Lot 111 and there southeasterly prolongation to the intersection with the northeasterly line of District Boulevard ( formerly Riverside Drive), being the northeasterly boundary line of said Tract 7923, said point of intersection being a point of non-tangent curve to which a radial line bears North 70°25'31" East; thence northwesterly along said curved boundary line of Tract 7923, concave to the southwest having a radius of 5927.22 feet through a central angle of 08°30'44" an arc length of 880.60 feet to which a radial line bears North 61°54' 47" East at the intersection of said southeasterly 100 foot right-of-way line of East Slauson Avenue; thence South 76° 56' 45" West a distance of 239.50 feet along said southeasterly right-of-way line to the **Point of Beginning**.

Area = 164,879 sq. ft, 3.79 acres

See Exhibit B-1 Plat to accompany legal description, attached hereto and by reference made a part hereof. This legal description was prepared by me pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Gary D. Neal, PLS 4619

License Expiration Date: 9-30-2020

EXHIBIT A-2

LEGAL DESCRIPTION OF  
SOIL MANAGEMENT RESTRICTION

MAYWOOD RIVERFRONT PARK

CITY OF MAYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

All that real property situated in a portion of the Rancho San Antonio as recorded in Book 1 Page 389 of Patent records of Los Angeles County California, also being a portion of Lots 110, 111, 114, a portion of the former Los Angeles Junction Railway and a portion of District Boulevard (formerly Riverside Drive), all as shown on Tract 7923, recorded in Map Book 113, Pages 80 through 83 inclusive, Official Records of the County of Los Angeles, California, and being more particularly described as follows:

**Beginning** at the point of intersection of the southwesterly property line of the former Los Angeles Junction Railway and at the southeasterly 100 foot right-of-way line of East Slauson Avenue, as described in Deed Book 18529, Page 387 of said Official Records, said southwesterly property line also being the common northeasterly property line with Lots 121, 116 and 115 of said Tract 7923; thence South 39° 01' 00" East a distance of 427.81 feet along said former Los Angeles Junction Railway property line to the beginning of a tangent curve; thence southeasterly along said curve concave to the southwest having a radius of 550.70 feet through a central angle of 06°23'30" an arc length of 61.43 feet to the south line of said Lot 115 of Tract 7923, at said point a radial line bears North 57°22'30" East; thence departing said former Los Angeles Junction Railway, North 82°47'15" West a distance of 0.78 feet along the south line of Lot 115 to the easterly 50 foot right-of-way line of Walker Avenue as shown on Tract 7923; thence South 07°33'15" West a distance of 25.00 feet along said right-of-way to the intersection with the centerline of Fifty-Ninth Place; thence South 82°47'15" East a distance of 163.12 feet along the southeasterly prolongation of the centerline of said Fifty-Ninth Place to the intersection with the northeasterly line of District Boulevard (formerly Riverside Drive), being the northeasterly boundary line of said Tract 7923, said point of intersection being a point of non-tangent curve to which a radial line bears North 67°04'17" East; thence northwesterly along said curved boundary line of Tract 7923, concave to the southwest having a radius of 5927.22 feet through a central angle of 05°09'30" an arc length of 533.62 feet to which a radial line bears North 61°54' 47" East at the intersection of said southeasterly 100 foot right-of-way line of East Slauson Avenue; thence South 76° 56' 45" West a distance of 239.50 feet along said southeasterly right-of-way line to the **Point of Beginning**.

Area = 89,049 square feet = 2.04 acres

See Exhibit B-2 Plat to accompany legal description, attached hereto and by reference made a part hereof.

This legal description was prepared by me pursuant to Section 8729 (2) of the Profession Land Surveyors Act.

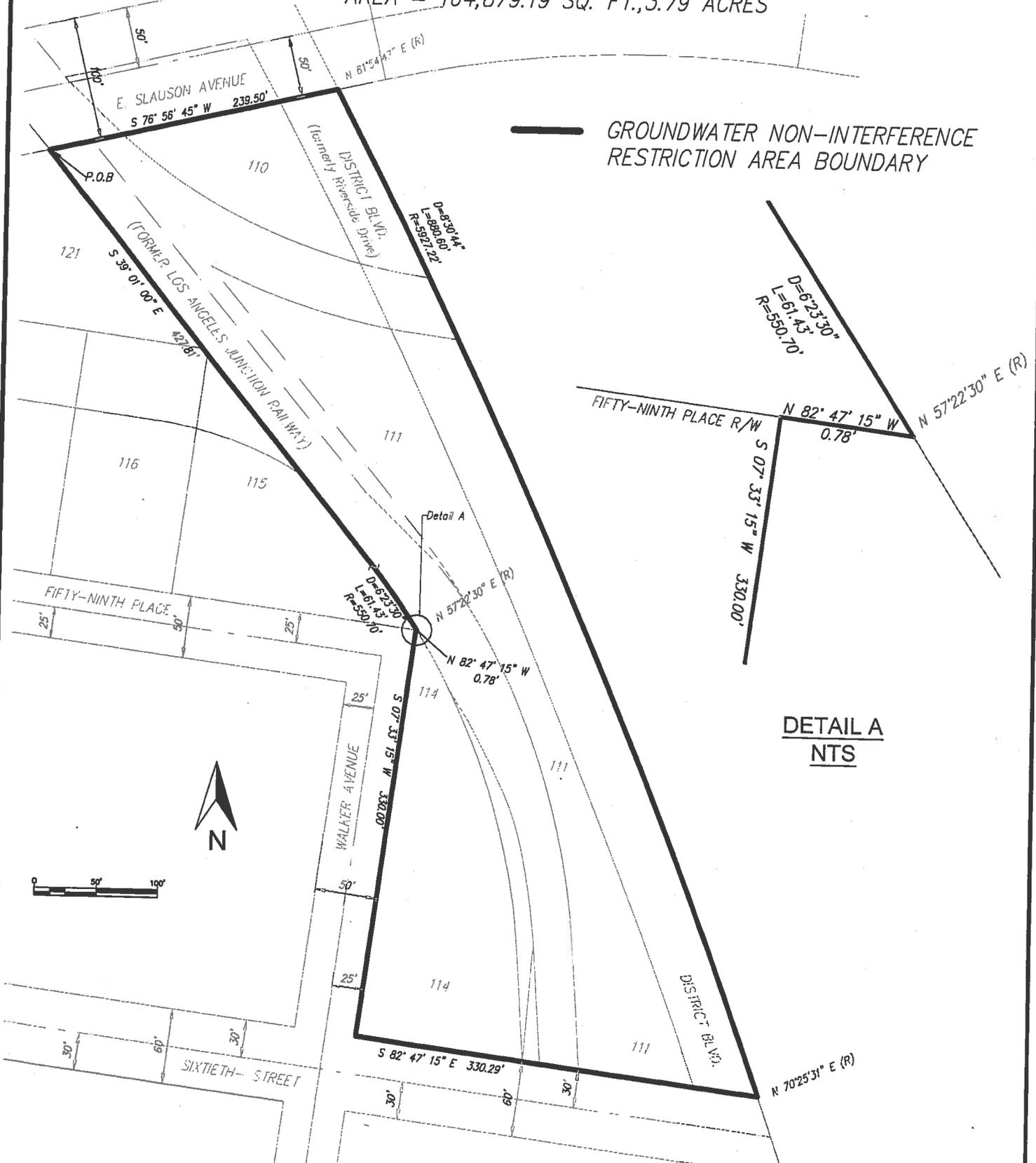
Gary D. Neal, PLS 4619

License Expiration Date: 9-30-2020

Exhibit B  
Survey Maps of Property Subject to Environmental Restriction

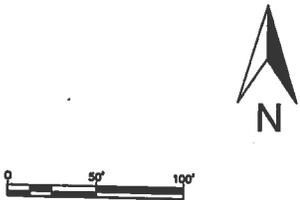
# EXHIBIT B-1 PLAT

GROUNDWATER NON-INTERFERENCE RESTRICTION AREA,  
 LAND USE CONVENANT, MAYWOOD RIVERFRONT PARK,  
 AREA = 164,879.19 SQ. FT., 3.79 ACRES



**GROUNDWATER NON-INTERFERENCE RESTRICTION AREA BOUNDARY**

**DETAIL A  
 NTS**



SCALE: 1"=100'    ACREAGE: 3.79    Date: 6/23/2019



Exhibit C  
Map Detail—Former UST Area

59th STREET  
SLAUSON AVENUE

PRECISION ARROW  
PROPERTY

W.W. HENRY  
PROPERTY

RESIDENTIAL

LOS ANGELES RIVER

PEMACO SITE  
BOUNDARY

FORMER DRUM  
STORAGE AREA

FORMER  
ASTs

FORMER  
PEMACO  
WAREHOUSE

FORMER  
USTs

FORMER  
UST

FORMER  
AST

FORMER  
USTs

FORMER WW  
WAREHOUSE

FORMER  
LAB

FORMER  
MIXING  
AREA

FORMER  
LATEX  
STORAGE

FORMER DRUM STORAGE  
AREA (OVERLAP)

FORMER LOADING  
RACK (SUPERIMPOSED  
ON TOP OF USTs)

FORMER DRUM  
STORAGE AREA  
(OVERLAP)

FORMER LUBRICATING OIL  
CONCRETE WAREHOUSE

FORMER LUBRICATING  
OIL CONCRETE  
WAREHOUSE

FORMER BRICK  
OFFICE BUILDING

FORMER  
AST

FORMER  
GLASS  
BUILDING

PARK

FORMER  
PROPERTY  
ISOPROPYL  
ALCOHOL  
STORAGE

FORMER  
CLARIFIER

FORMER BLENDING  
& STORAGE TANKS

FORMER  
CATELLUS  
WAREHOUSE

LEGEND

PEMACO SITE BOUNDARY

FORMER ENVIRONMENTAL FEATURES

FORMER DRUM STORAGE AREAS

0 40 80

APPROXIMATE SCALE IN FEET

60th STREET

ALAMO AVENUE

59th PLACE

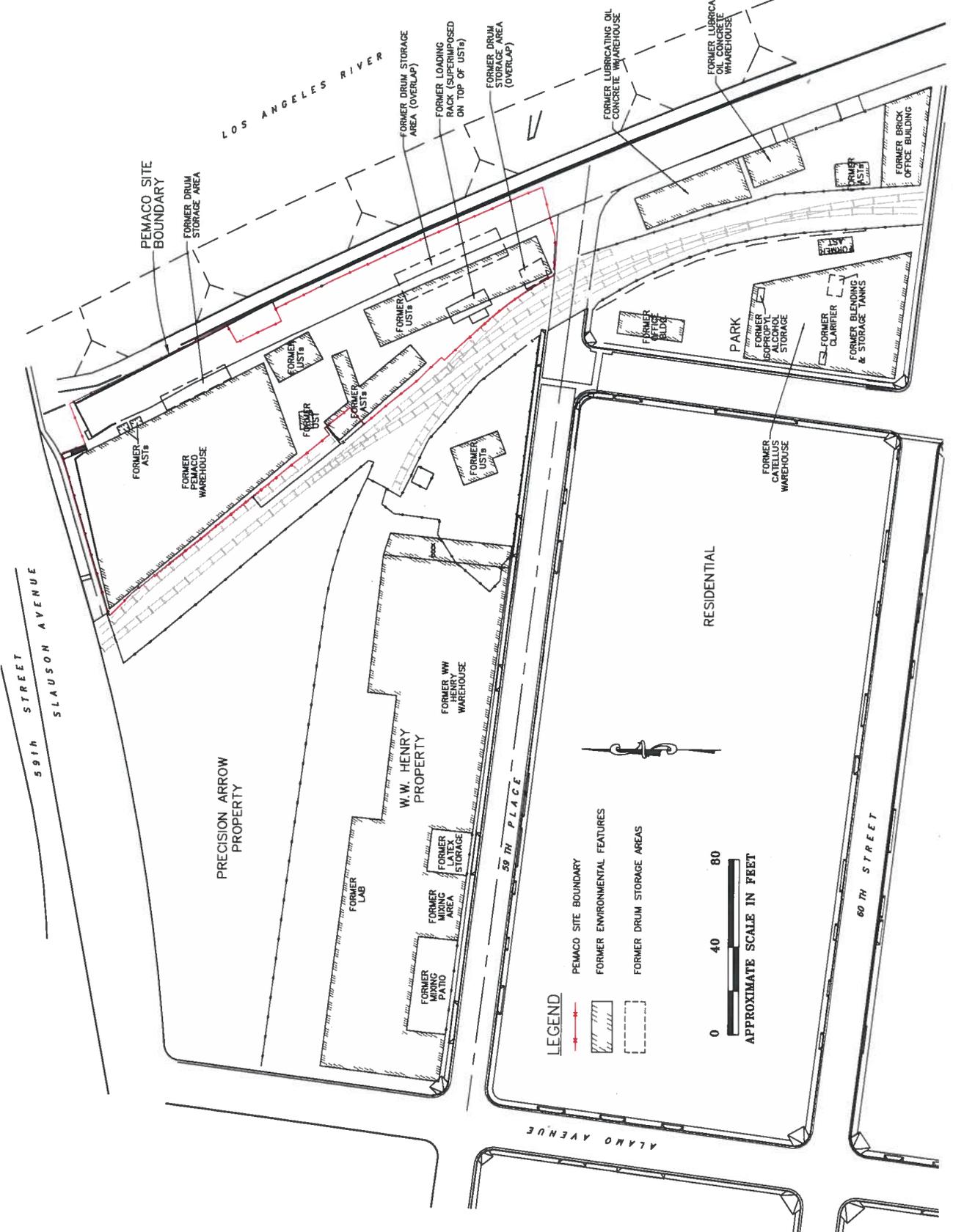


Exhibit D  
Map Detail -- Remedial System Components

**LEGEND:**

- EXTRACTION WELL SCREENED THROUGH BOTH EXPOSITION 'A' AND 'B' ZONES
- EXTRACTION WELL WITH INDIVIDUAL SCREENS FOR THE EXPOSITION 'A' AND 'B' ZONES
- PERCHED ZONE EXTRACTION WELL
- CHECK VALVE LOCATION
- UTILITY SEWER DISCHARGE

- PERCHED ZONE PIPING:**
- LIBERTY BLUE DPE-A 3 WELLS (PA-3 TO PA-5) WEST TRENCH
  - DAKE BLUE DPE-B 6 WELLS (PB-1 TO PB-6) WEST TRENCH
  - DAKE BLUE DPE-C 2 WELLS (PC-5 AND PC-6) WEST TRENCH
  - DAKE BLUE DPE-D 6 WELLS (PD-4 TO PD-9) EAST TRENCH

**EXPOSITION ZONE PIPING:**

- GREEN 1 GW-1 7 WELLS (DAB-1 TO DAB-7) SOUTH TRENCH
- GREEN 2 GW-2 13 WELLS (DAB-8, DA/DB-1 TO DA/DB-5, AND DA/DB-7) WEST TRENCH
- GREEN 3 GW-3 6 WELLS (DA/DB-9 TO DA/DB-12) EAST TRENCH
- RED 1 VE-1 7 WELLS (DAB-1 TO DAB-7) SOUTH TRENCH
- RED 2 VE-2 13 WELLS (DAB-8, DA/DB-1 TO DA/DB-5, AND DA/DB-7) WEST TRENCH

**EXISTING UTILITIES:**

- WATER LINE
- SEWER LINE
- GAS LINE

**ERH AREA VAPOR EXTRACTION PIPING:**

- ERH, VE-3 EAST TRENCH (FORMERLY CONNECTED DA/DB-8, -9, AND -10, NOW CONNECTS ONLY TO DA/DB-9)
- ERH, VE-4 EAST TRENCH, OFFLINE, ENDS IN FIELD ARE CAPPED. (FORMERLY CONNECTED DA/DB-11 AND DA/DB-12)

**ABBREVIATIONS:**

- DPE DUAL PHASE EXTRACTION
- ERH ELECTRICAL RESISTIVE HEATING
- GW GROUNDWATER
- VE VAPOR EXTRACTION
- MG MAGNETIC GAUGE

**NOTES:**

1. THE REMEDIATION TRENCH NETWORK IS COMPRISED OF THREE MAIN TRENCHES REFERRED TO IN DRAWINGS AS THE EAST, WEST AND SOUTH TRENCHES. DRAWINGS C2 AND C3 SHOW THE PIPE/TRENCH ELEVATION PROFILE.
2. ERH VAPOR EXTRACTION PIPING WAS DISCONNECTED FROM THE VAULTS AT DA/DB-10, DA/DB-11, AND DA/DB-12.
3. WELL PB-6 IS BURIED APPROXIMATELY 2 BGS. CONTROL VALVES FOR PB-6 ARE LOCATED IN A FLUSH MOUNT REMOTE VAULT, AS SHOWN.

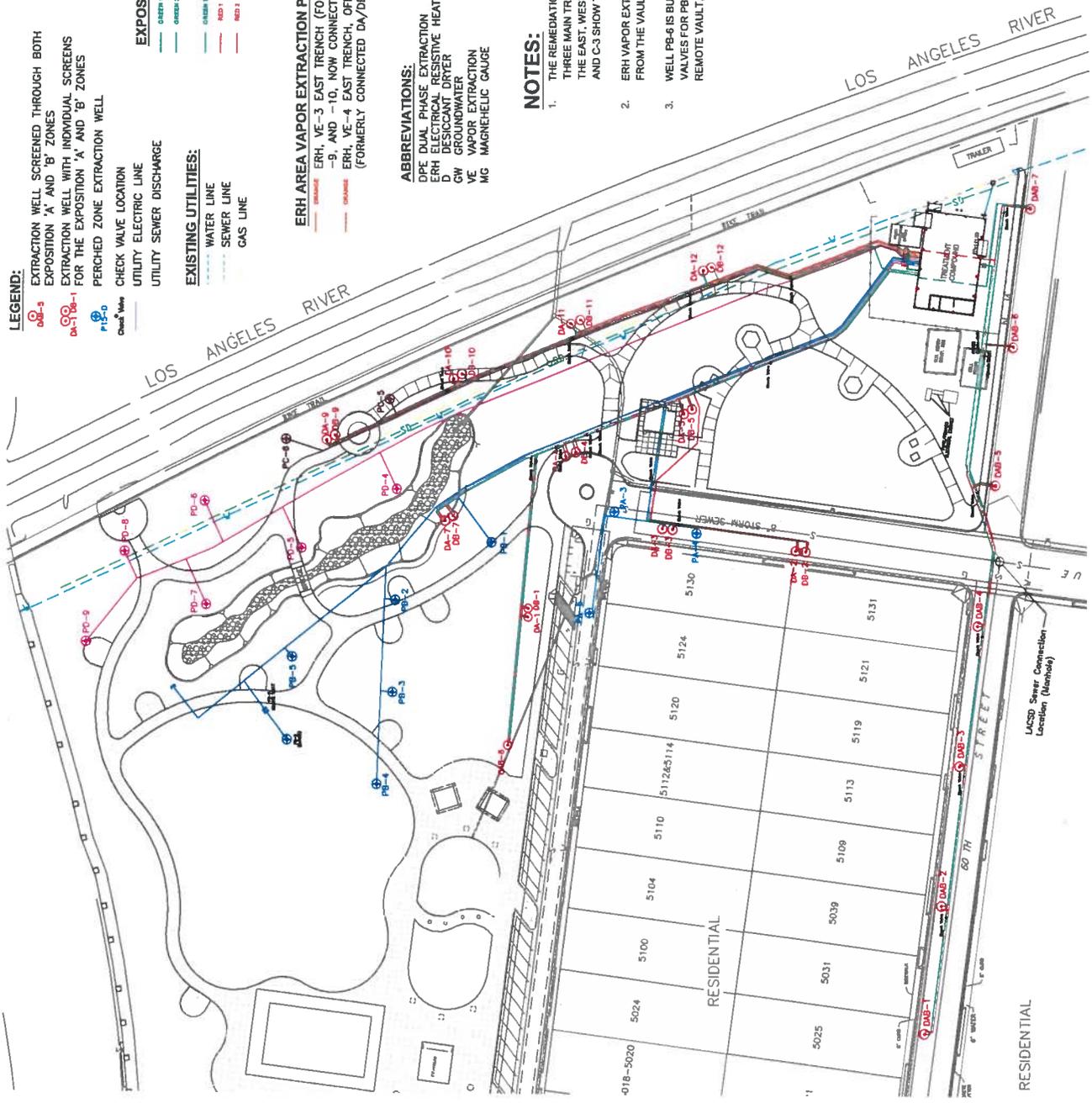


Exhibit E  
Map Detail -- Tree Planting Restriction Area



**RESOLUTION NO. 6019**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD  
DELEGATING TO THE CITY ADMINISTRATOR AND/OR CITY MANAGER  
THE AUTHORITY TO ENTER INTO AND TO EXECUTE COVENANTS  
AND CONTRACTS FOR RIVERFRONT PARK WITH THE CALIFORNIA  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND WITH THE  
U.S. ENVIRONMENTAL PROTECTION AGENCY, AND AUTHORIZING  
SUCH COVENANTS AND CONTRACTS**

**WHEREAS**, the City of Maywood is a general law city incorporated in California,  
and

**WHEREAS**, the City of Maywood is the successor agency to the Maywood  
Community Development Commission, and

**WHEREAS**, the City of Maywood accepted a quit-claim deed recorded as  
document 20181145058 in the Los Angeles County Recorder's office, and

**WHEREAS**, by such quit-claim deed, the City of Maywood is now the sole owner  
of all portions of the City of Maywood Riverfront Park located at 5000 Slauson Avenue,  
and

**WHEREAS**, the City Council of the City of Maywood determines and declares  
that it may enter into agreements with State and Federal agencies for 2019 and  
subsequent years as necessary, and

**WHEREAS**, the City Council of the City of Maywood may take any actions that it  
determines are necessary and that are consistent with State and federal laws to remedy  
or remove a release of hazardous substances on, under, or from a property located in  
the Riverfront Park, and

**WHEREAS**, to address contamination from the Pemaco site listed on the  
National Priorities List, the U.S. Environmental Protection Agency ("EPA") and the  
Department of Toxic Substances and Control ("DTSC") have been working with the City  
of Maywood to address contamination from the Pemaco site and other hazardous  
substance release sites, and have assisted the City of Maywood in creating Riverfront  
Park, and

**WHEREAS**, U.S. EPA and DTSC have determined that certain restrictions on  
use are necessary to ensure protection of the public health and safety for use of the  
Riverside Park in perpetuity,

**NOW THEREFORE**, the City Council of the City of Maywood, California, does hereby resolve, determine, and order as follows:

**Section 1.** The above recitals are true and correct and incorporated herein as if set forth in full.

**Section 2.** The City of Maywood delegates to and authorizes the Interim City Administrator or City Manager to enter into and execute Environmental Restrictions and Land Use Covenants and related contracts between the City of Maywood and the California Department of Toxic Substances Control ("DTSC") and/or the U.S. EPA regarding Riverfront Park, subject to the terms and conditions as set forth therein. As Owner and Covenantor, the City of Maywood will be responsible for DTSC oversight costs for the covenant/restrictions in perpetuity unless DTSC authorizes the termination of such Covenant.

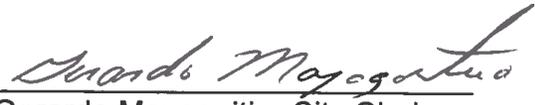
**Section 3.** This Resolution shall be effective immediately upon its passage and approval.

**Section 4.** The City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 13th day of March 2019.

  
\_\_\_\_\_  
Eduardo De La Riva, Mayor

ATTEST:

  
\_\_\_\_\_  
Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roxanne Diaz, City Attorney

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6019 was adopted at a regular meeting of the City Council of the City of Maywood held on the 13th day of March 2019 by the following vote:

AYES: Alvarez, De La Riva, Lara, Marquez and Medina

NOES:

ABSTAINED:

ABSENT:

---

Gerardo Mayagoitia, City Clerk

Exhibit F  
Resolution No. 6019 of the City Council of the City of Maywood

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

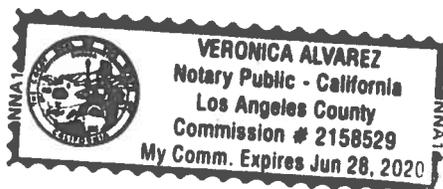
On July 10, 2019 before me, Veronica Alvarez Notary  
(Insert name and title of the Officer)  
personally appeared Jennifer E. Vasquez

who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is subscribed to the within instrument and acknowledged to me that he~~s~~ she they executed the same in his~~r~~ her their authorized capacity~~ies~~, and that by his~~r~~ 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.

Signature Veronica Alvarez (Seal)



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

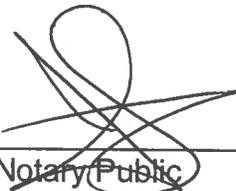
On 08-06-2019 before me, JOSEPH V. CORTEZ, NOTARY PUBLIC

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

personally appeared HAISSAM SALLUM,  
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,

 (seal)  
Signature of Notary Public



State of California  
County of Los Angeles

On July 10, 2019 before me,  
Veronica Alvarez, Notary

(here insert name and title of the officer/notary),

Personally appeared Jennifer E Vasquez

\_\_\_\_\_, 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.

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.

Signature Veronica Alvarez (Seal)

