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RECORDING REQUESTED BY:
Los Angeles Unified School District
333 South Beaudry Avenue, 28th Floor
Los Angeles, California 90017

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630
Attention: Angela Ortega-Garcia
Schools Team, Brownfields and
Environmental Restoration Program



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: County of Los Angeles, Assessor Parcel Numbers (APNs): 6216-018-909, 6216-018-908, 6216-018-900, 6216-018-907; DTSC Site Name: South Region Elementary School #4, more specifically Area 2; DTSC Site Code 304510)

This Covenant and Agreement ("Covenant") is made by and between Los Angeles Unified School District (the "Covenantor"), the current owner of property situated in South Gate, County of Los Angeles, State of California, described in Exhibit "A" and depicted in Exhibit "B," 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 on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and 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; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

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ARTICLE I
STATEMENT OF FACTS

1.1 The Property, totaling approximately 0.34 acres, is more particularly described and depicted as "Area 2" in the attached Exhibits "A" and "B" respectively. The Property is located in the northeastern portion of the South Region Elementary School #4 property boundary (School), which is an approximately 3.56-acre area bounded by Firestone Boulevard to the north, Kauffman Avenue to the east, and Hunt Avenue to the west. The Property is also generally described as Los Angeles County Assessor's Parcel Numbers (APNs) 6216-018-909, 6216-018-908, 6216-018-900, 6216-018-907. Exhibit "A" includes a legal description of the Property and is particularly illustrated in Exhibit "B," which is attached and incorporated by this reference. Exhibit "C" identifies the location of the Property with respect to the School.

1.2 A Preliminary Endangerment Assessment and Supplemental Site Investigation were previously conducted at the Property. Elevated soil gas levels of trichloroethylene (TCE) and tetrachloroethylene (PCE), up to 43 micrograms per liter (ug/L), were detected in soils from five (5) to 15 feet below ground surface (bgs) which would pose a potential threat to human health and/or the environment in unrestricted land-use scenarios (e.g., residence or hospital). There is a potential for offsite volatile organic compounds (VOCs) impacts from the dry cleaners located adjacent to the Property.

1.3 Human health risk evaluations were conducted following the Department's "Preliminary Endangerment Assessment – Guidance Manual." The calculated hazard index was less than the criteria value of 1.0. However, based on the Johnson & Ettinger model of vapor intrusion into indoor air for School Based Exposure Scenario using the maximum concentration, the results of the human health risk evaluation for the Property indicated that elevated levels of PCE and TCE corresponded to a theoretical excess cancer risk of 3×10^{-6} . This risk value exceeds the indoor air school-based risk

scenario, as well as the Department's criteria for the unrestricted land use exposure scenario.

1.4 Pursuant to Health and Safety Code section 901(f), the "Guidance for School Site Risk Assessment, dated February 2004," developed by the Office of Environmental Health Hazard Assessment (OEHHA), may be used to assess health risks at school sites. The highest soil gas concentration known onsite is 68 micrograms per liter (ug/L). The representative average concentration, commonly known as the 95 percent upper confidence level (95% UCL) concentration, of PCE at the 5-foot depth is 43.8 ug/L. Under the school based scenario, the vapor intrusion model utilizing 95% UCL data from the 5-foot depth yielded a cancer risk of 3×10^{-6} . The concentrations of these chemicals are above the respective soil cleanup levels established to be protective of human health and the environment for unrestricted use of the Property.

1.5 A Removal Action Workplan (RAW) was developed under Health and Safety Code, division 20, chapter 6.8 to address the contaminated soils at the Property. The RAW presented a Covenant as the selected remedy, because PCE (which is a hazardous substance, as defined in Health and Safety Code section 25316, and hazardous material, as defined in Health and Safety Code section 25260) would remain at the Property. The Department circulated the RAW together with a draft Notice of Exemption (NOE) pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.,) in May 2010 for public review and comment. The RAW and the NOE were approved by the Department on July 12, 2010.

1.6 Based on the elevated risk from vapor intrusion of PCE to indoor air presented in the RAW, the Department concluded that soil gas monitoring is required at the Property, as part of the institutional controls subject to the restrictions of this Covenant, and provided that the soil gas monitoring is in place the Property does not present an unacceptable threat to human safety or the environment. These land use restrictions are incorporated and implemented through this Covenant.

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, prohibitions, and terms and conditions as set forth in any paragraph of 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 Owner. "Owner" means the Covenantor, its successors in interest, or their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.6 Occupant. "Occupant" means Owner(s) or 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 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 Health and Safety Code section

25355.5 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.

3.2 Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.3 Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee written notice of the existence of this Covenant and its Environmental Restrictions.

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

3.5 Conveyance of Property. The Owner shall provide written notice to the Department no later than 30 days after any conveyance of any ownership interest in the Property (excluding leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the Site name and Site Code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property shall 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, by administrative order, or by a specific provision of this Covenant.

3.6 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 Owner hereby covenants for himself/herself 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 cost in administering the Covenant.

ARTICLE IV

RESTRICTIONS AND REQUIREMENTS

4.1 Prohibited Uses. The use of the Property shall be restricted as an open field. No structures shall be constructed on the Property without the Department's prior written approval.

Prior to implementation of any proposed significant change in Property conditions or usage (e.g., new construction, addition of portable structures, paving, grading, etc.), the Owner shall notify the Department of the proposed change. At least 30 days in advance, the Owner shall prepare and submit a workplan for the Department's review and approval. The workplan shall include a Soil Management Plan and a Health and Safety Plan for all planned activities.

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

- (a) The selected remedy requires that Area 2 of the Site to be used for school-related purposes only, with no buildings and quarterly soil vapor monitoring as discussed in the Operation and Maintenance (O&M) Plan. Minor or routine maintenance repairs specified in the DTSC-approved O&M Plan shall be allowed at the Property without prior review and approval by the Department. As part of the O&M Plan, no engineered cap will be installed, only soil gas quarterly

monitoring shall be conducted at the Property.

4.3 Soil Management. Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

4.4 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 or safety, or the environment.

4.5 Access for Implementing Operation and Maintenance and Five-Year Reviews. The entity or person responsible for implementing the O&M Plan and periodic Five-Year Reviews shall have reasonable right of entry and access to the Property for the purpose of implementing the O&M Plan and periodic Five-Year Reviews until the Department determines that no further O&M and Five-Year Reviews are required.

4.6 Inspection and Reporting Requirements. The Owner shall conduct an inspection of the Property no less often than once every year after the Department's issuance of Site certification to verify compliance with this Covenant and documenting potential disturbances to the Property. Within 30 days after completion of each scheduled inspection, the Owner shall submit an Annual Inspection Summary Report to the Department for review and approval. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner shall within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant and demand that the violation be ceased immediately. Copies of any correspondence related to the enforcement of this Covenant shall be sent to the Department within 10 days of its original transmission. In addition, the Annual Inspection Summary Report shall include:

- (a) the dates and names of those who conducted and reviewed the Report.

- (b) a description of how the observations were performed that were the basis for the statements and conclusions in the Report (e.g., drive by, fly over, walk in, etc.).
- (c) if violations are noted, the detail of the steps taken to return to compliance.
- (d) if soil disturbance at the Property occurred since the previous annual inspection, documentation for compliance with the Soil Management Plan as specified in Section 4.1.

ARTICLE V
ENFORCEMENT

5.1 Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil or criminal actions.

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.1 Variance. The Covenantor, 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 25233.

6.2 Termination or Modification. The 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 25234.

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

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

7.4 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 (3) three business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

Los Angeles Unified School District
333 South Beaudry Avenue, 28th Floor
Los Angeles, California 90017
Office of Environmental Health and Safety
Attn: Richard Lui, Deputy Director (Interim)

To Department:

Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630
Attn: Ms. Angela Ortega-Garcia, Project Manager

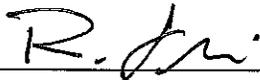
Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this Paragraph.

7.5 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.

7.6 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Los Angeles Unified School District

By: 
Name: Richard Lui
Title: Deputy Director (Interim), Office of Environmental Health and Safety
Date: 3/19/2012

Department of Toxic Substances Control

By: 
Name: Aslam Shareef *AKA* ASLAM AHMED SHAREEF
Title: Project Manager, Brownfields and Environmental Restoration Program
Date: March 21, 2012

State of California
County of Los Angeles

On March 19, 2012, before me, Lillian Hernandez, Notary Public,
personally appeared Richard Lui

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.

Signature Lillian Hernandez (Seal)



State of California

County of Orange

On March 21, 2012, before me, Lisa Twarog, Notary Public,
personally appeared Aslam Ahmed Shareef,
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.

Signature

Lisa Twarog

(Seal)



Exhibit A

EXHIBIT "A"

LEGAL DESCRIPTION - AREA 2

THOSE PORTIONS OF LOTS 437, 438, 439 AND 440 OF TRACT NO. 6666, AS PER MAP RECORDED IN BOOK 72 PAGES 45 THROUGH 47 INCLUSIVE OF MAPS IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 440 WITH A LINE PARALLEL WITH AND DISTANT 20.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINES OF SAID LOTS 437 TO 440; THENCE SOUTH $7^{\circ}18'28''$ WEST, ALONG SAID EASTERLY LINE AND ITS SOUTHERLY PROLONGATION, 117.50 FEET TO A LINE PARALLEL WITH AND DISTANT 7.50 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINES OF SAID LOTS 437 TO 440; THENCE NORTH $83^{\circ}02'29''$ WEST, ALONG SAID PARALLEL LINE, 127.74 FEET TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 437; THENCE NORTH $07^{\circ}17'31''$ EAST, ALONG SAID WESTERLY LINE AND ITS SOUTHERLY PROLONGATION, 117.50 FEET TO SAID PARALLEL LINE THAT IS DISTANT 20.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINES OF SAID LOTS 437 TO 440; THENCE SOUTH $83^{\circ}02'29''$ EAST, ALONG SAID PARALLEL LINE, 127.78 FEET TO THE POINT OF **BEGINNING**.

THE ABOVE DESCRIBED LAND CONTAINS 15,012 SQ. FT. SQUARE FEET MORE OR LESS

Ofer Shapira

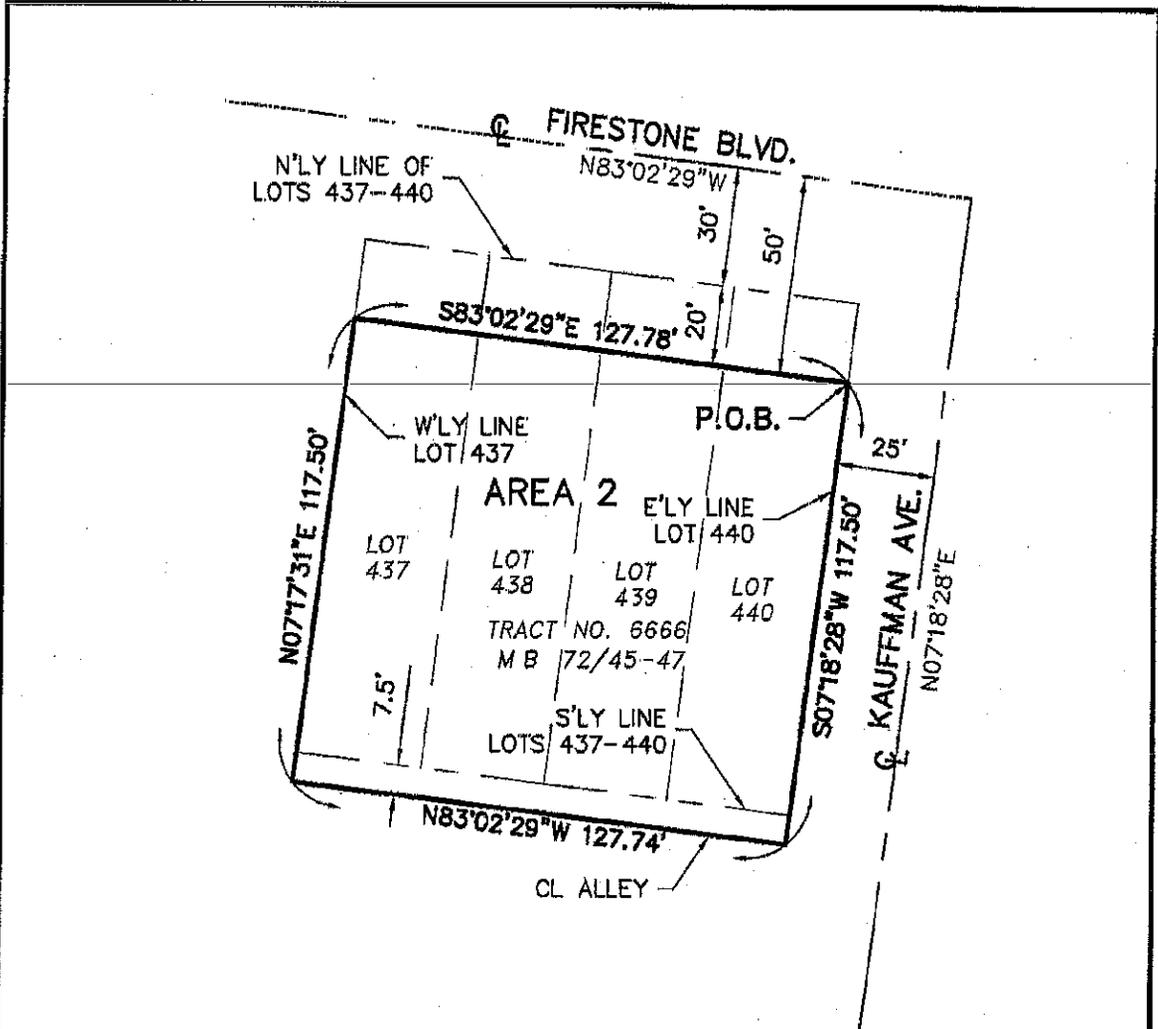
OFER SHAPIRA

LICENSE NO: LS 7123

EXPIRES 12-31-10



Exhibit B



Ofer Shapira

7-14-10

OFER SHAPIRA

DATE



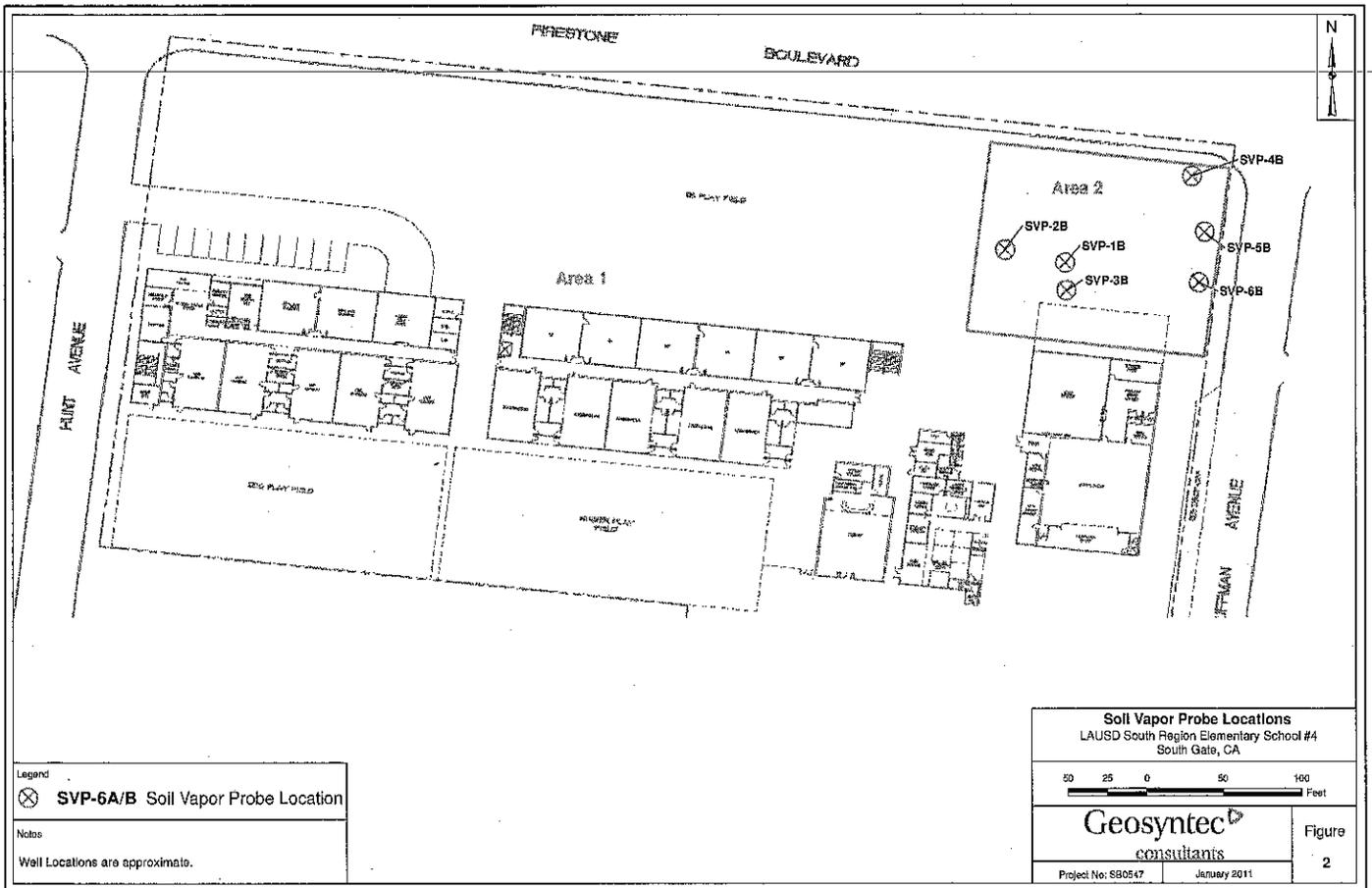
SCALE: 1" = 40'



Surveying & Drafting Services, Inc. 434 North Vista Street, Los Angeles, CA, 90036 Tel: (323) 857-1017 Fax: (323) 857-1079 www.surveyinganddrafting.com	
SKETCH ACCOMPANYING LEGAL DESCRIPTION AREA 2, SOUTH REGION E.S. #4 SOUTH GATE, CA 90280	
DATE OF SURVEY: 7-2-10	DRAWN BY: V.L.
JOB: SRES#4	CHECKED BY: O.S.

Exhibit C

1958



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