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Recorder's Office, Los Angeles County,
California

06/13/19 AT 08:00AM

FEES:	80.00
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OTHER:	0.00
SB2:	75.00
PAID:	155.00



LEADSHEET



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SEQ:
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

4560831-HT

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE-HSD

**WHEN RECORDED MAIL TO:
MAIL TAX STATEMENTS TO:**

Department of Toxic Substances Control
9211 Oakdale Avenue
Chatsworth, California 91311
Attention: Allan Plaza, Unit Chief
Site Mitigation and Restoration Program

AGREEMENT

(Title of Document)

Recording Requested By
First American Title HSD

RECORDING REQUESTED BY:

William Lyon Homes, Incorporated
4695 MacArthur Court, 8th Floor
Newport Beach, California 92660
Attention: Mr. Michael C. Battaglia
Senior Vice-President of Forward
Planning

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
9211 Oakdale Avenue
Chatsworth, California 91311
Attention: Allan Plaza
Unit Chief
Site Mitigation and Restoration Program

4560831

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

County of Los Angeles, Tract Map Number: 66609
Former Monrovia Nursery
Site Code: 301544

This Covenant and Agreement ("Covenant") is made by and between William Lyon Homes, Incorporated (the "Covenantor"), the current owner of property situated in the City of Glendora, County of Los Angeles, State of California, described in Exhibit "A" and depicted in Exhibit "B", "C", and "D" 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 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; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I
STATEMENT OF FACTS

1.01. Property Location. The Property that is subject to this Covenant, totaling approximately 2.6-acres, is more particularly described in the attached Exhibit A, "Legal Description", and depicted in Exhibit B, C, and D. The Property, used as a community park, is located at the south end of the La Colina Estates, a residential neighborhood. The Property is bordered by the BNSF Railroad right-of-way to the south, North Barranca Avenue to the east, a Los Angeles County Flood Control District, flood control retention basin to the west, and Elderberry Drive on the north. The Property is also generally described as Los Angeles County Assessor's Lot A of Tract Map Number 66609 in the City of Glendora, County of Los Angeles, State of California.

1.02. Remediation of Property. The Property was formerly occupied by a citrus orchard from the 1880s until the 1960s, when the former Monrovia Nursery purchased it for a nursery plant growing business that operated until the early 2000s. A hazardous substance from historic operations, specifically arsenic above background concentrations, locally determined to be above 11.9 mg/kg, remain at the Property above levels acceptable for unrestricted land use. The Property has been investigated and remediated under the Department's oversight. The Department approved a Remedial Action Plan on July 25, 2013, in accordance with Health and Safety Code, division 20, chapter 6.8. The remediation activities at the Property include soil excavation to create burial space for the arsenic impacted soil from the Property and the adjacent La Colina Estates development.

A Removal Action Workplan (RAW) presented the plan to address and manage the soil impacted with arsenic. DTSC approved the RAW that required excavation of the

impacted soil exceeding background concentrations, along with burial of the impacted soil and backfill of an engineered clean soil layer above the impacted soil at the Property. The impacted soil burial below a clean soil layer is protective of human health and the environment by reducing the potential for public exposure.

The Property was excavated to approximately 15 feet below rough grade elevations to create burial space for the arsenic impacted soil. Approximately 14,000 cubic yards of impacted soil was buried below the Property. The impacted soil was backfilled and compacted in four burial cells below the Property to within three feet of rough grade elevations. A geotextile netting marker was installed above the impacted soil. A three-foot thick, engineered clean soil layer was backfilled and compacted above the geotextile marker.

A licensed surveyor documented the depth, thickness, and areal extent of the buried impacted soil cells, the clean soil cap thickness, and the setback of the burial cells from the adjacent property.

1.03. Basis for Environmental Restrictions. As a result of the presence of a hazardous substance, which is also hazardous material 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

2.01. Department. "Department" means the California Department of Toxic

Substances Control and includes its successor agencies, if any.

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

2.03. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

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

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

2.06. Owner. "Owner" means the Covenantor, and all successors in interest including heirs and assigns, who at any time hold title to all or any portion of the Property.

ARTICLE III GENERAL PROVISIONS

3.01. 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.

3.02. 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.

3.03. 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.

3.04. 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 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 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.

3.05. Costs of Administering the Covenant. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Covenanter hereby covenants for himself 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

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (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 21 years of age.
- (d) A day care center for children.

4.02. Soil Management.

- (a) No activities that will disturb the soil beneath the geotextile fabric, approximately 3 feet below grade (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be allowed on the Property without a Soil Management Plan approved by the Department in advance of such activities being conducted.
- (b) Any contaminated soils brought to the surface by grading, excavation, trenching, backfilling, or other activity shall be managed in accordance with all applicable provisions of state and federal law.
- (c) The Owner shall provide the Department written notice at least fourteen (14) days prior to any building or other activity that could disturb the soil beneath the geotextile fabric.

4.03. 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.

4.04. Inspection and Reporting Requirements. The Owner shall conduct annual inspections of the Property verifying compliance with this Covenant and shall submit an annual inspection report to the Department for its approval by March 5th 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 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 violations are noted, the annual inspection report must detail the steps taken to return to compliance. If any violations of this Covenant are identified during the annual inspections or at any other time, the Owner must 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(s) cease immediately. Additionally, copies of any correspondence related to the violation of this Covenant shall be sent to the Department within (10 days) of its original transmission.

ARTICLE V ENFORCEMENT

5.01. 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, as provided by law.

ARTICLE VI
VARIANCE, REMOVAL AND TERM

6.01. 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.

6.02 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.

6.03 Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. 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.

7.02. 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.

7.03. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when

delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

William Lyon Homes, Inc.
Mr. Michael C. Battaglia
Division Manager – Southern California Coastal Division
4695 MacArthur Court, 8th Floor
Newport Beach, CA 92660

To Engineered Clean Soil Layer Operator:

William Lyon Homes, Inc.
Mr. Michael C. Battaglia
Division Manager – Southern California Coastal Division
4695 MacArthur Court, 8th Floor
Newport Beach, CA 92660

And

To Department:

Haissam Y. Salloum, P.E.
Branch Chief
Department of Toxic Substances Control
Site Mitigation and Restoration Program
9211 Oakdale Avenue
Chatsworth, California 91311

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.

7.04. 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.

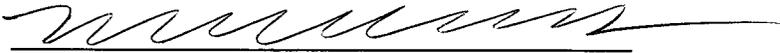
7.05. Statutory References. All statutory or regulatory references include

successor provisions.

7.06. Incorporation of Exhibits. All exhibits and attachments to this Covenant are incorporated herein by reference.

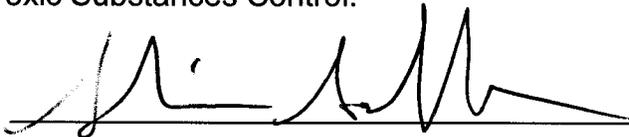
IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: William Lyon Homes, Inc., a California corporation

By: 
Title: Mr. Michael C. Battaglia
Division Manager – Southern California Coastal Division

Date: 5/15/19

Department of Toxic Substances Control:

By: 
Title: Haissam Y. Salloum, P.E.
Branch Chief
Site Mitigation and Restoration Program

Date: 5/22/2019

See California All-purpose Acknowledgment of

ILLEGIBLE NOTARY SEAL DECLARATION

Government Code Section 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement attached reads as follows:

Name of Notary: KRISTIN KAY AMARAL

Date Commission Expires: December 08, 2020

Notary Commission No: 2171381

County Where Bond Filed: Orange

Manufacturer/Vendor Identification No: CSP1

Place of Execution of the Declaration: Corona, CA

Date: 6-12-19



First American Title Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

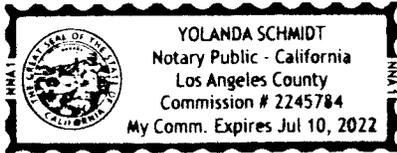
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 5/22/2019 before me, Yolanda Schmidt, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Haissam Y Salloum
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

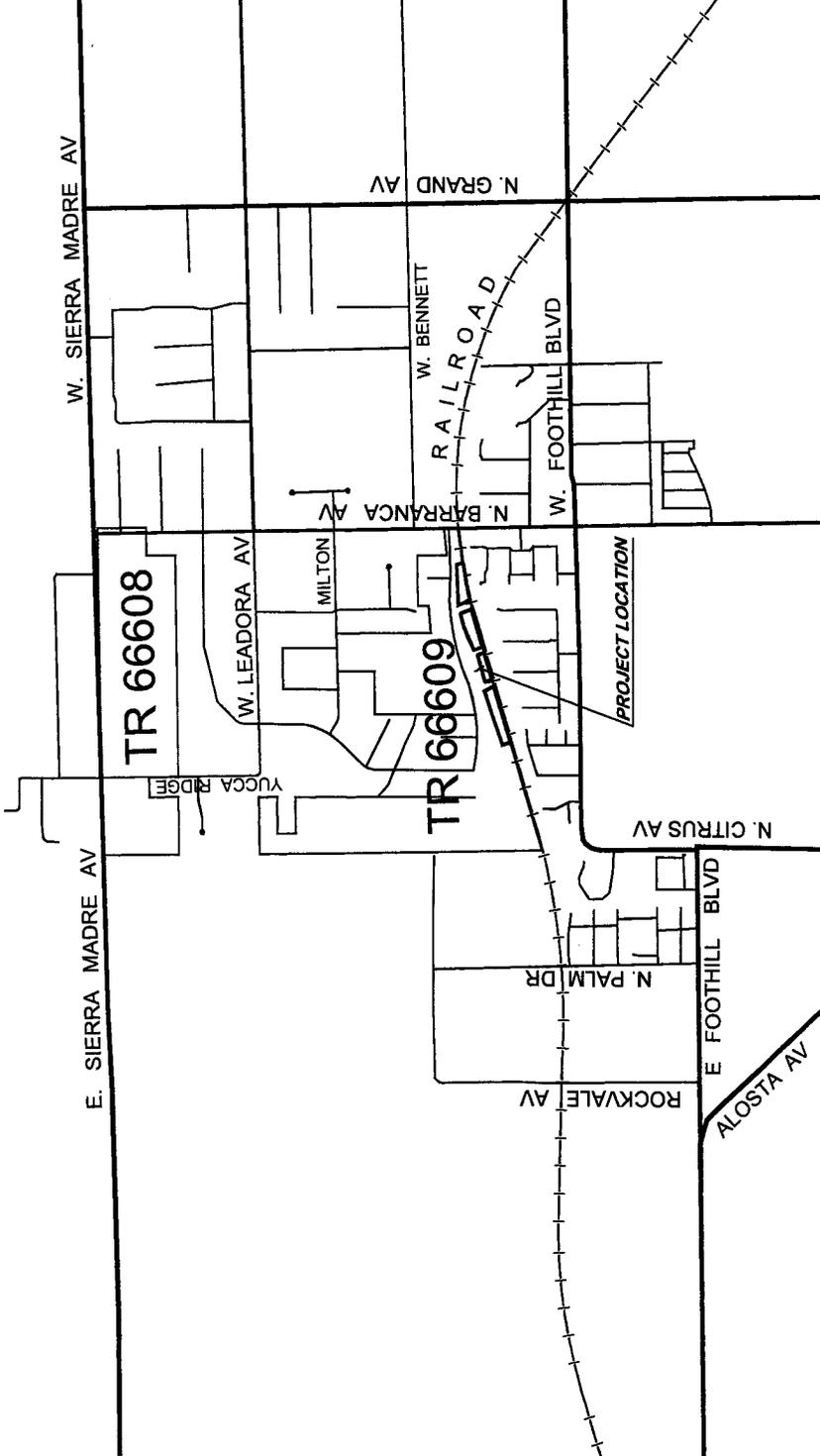
Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT A: LEGAL DESCRIPTION

All that certain real property situated in the City of Glendora, County of Los Angeles, State of California, described as follows:

Lot A of Tract Map Number 66609 as shown on a Map recorded in Book 1379, Pages 8 through 27, inclusive of Maps in the Office of the County of Los Angeles.

EXHIBIT B: VICINITY MAP



VICINITY MAP
 GLENDORA 3 (MONROVIA NURSERY)

EXHIBIT B



N.T.S.

HUITZOLIARS
 Irvine
 Huitz-Zoliars, Inc.
 2603 Main Street, Suite 400
 Irvine, California 92614
 Phone (949) 988-5815 Fax (949) 988-5820

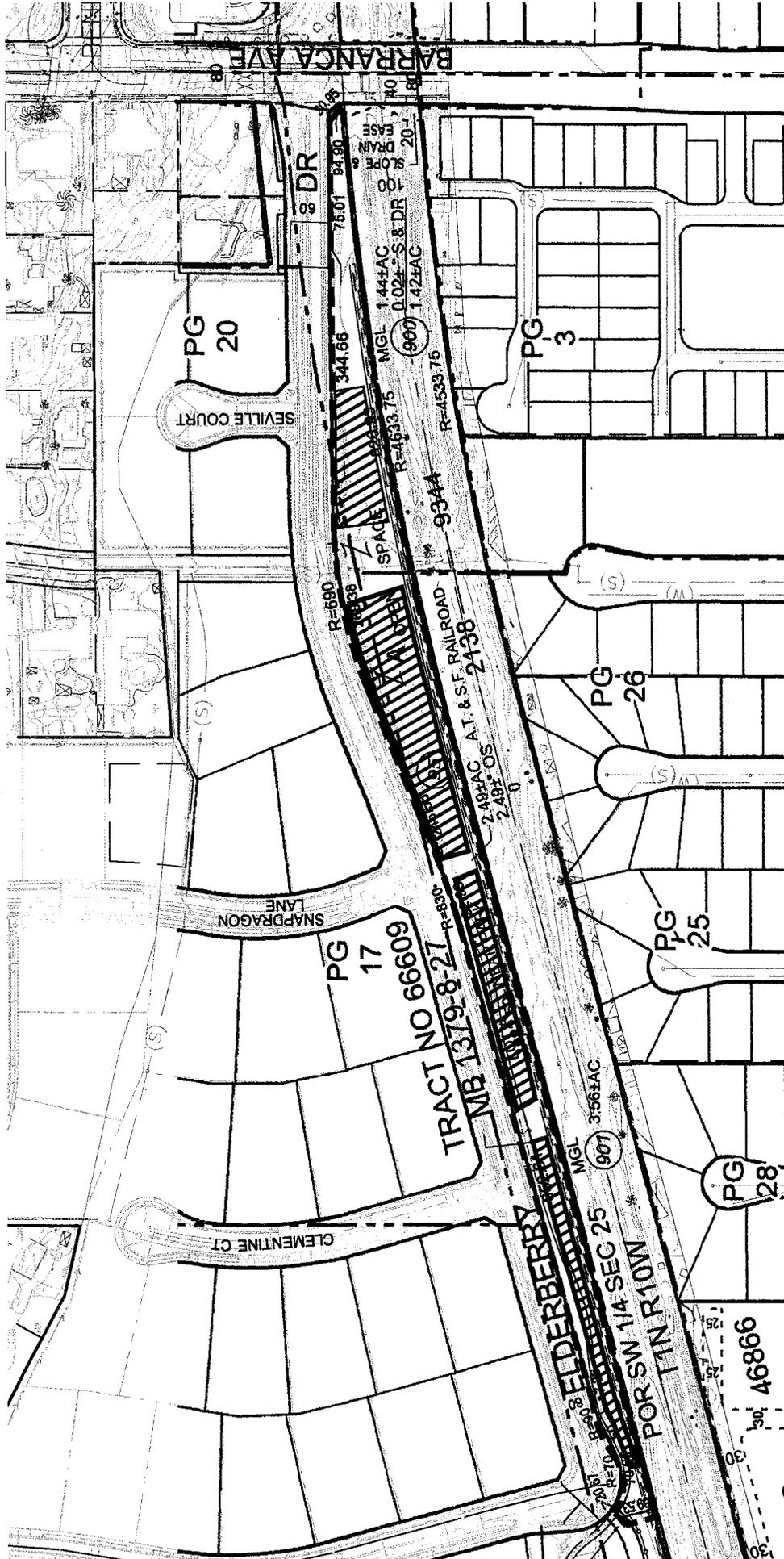


William Lyon Homes, Inc.

EXHIBIT C: ASSESSOR'S MAP INFORMATION

8625

22
SHEET 1



-  LIMITS OF ARSENIC BURIAL CELLS
-  PROPERTY OF LAND USE COVENANT

EXHIBIT C



1"=200'



William Lyon Homes, Inc.

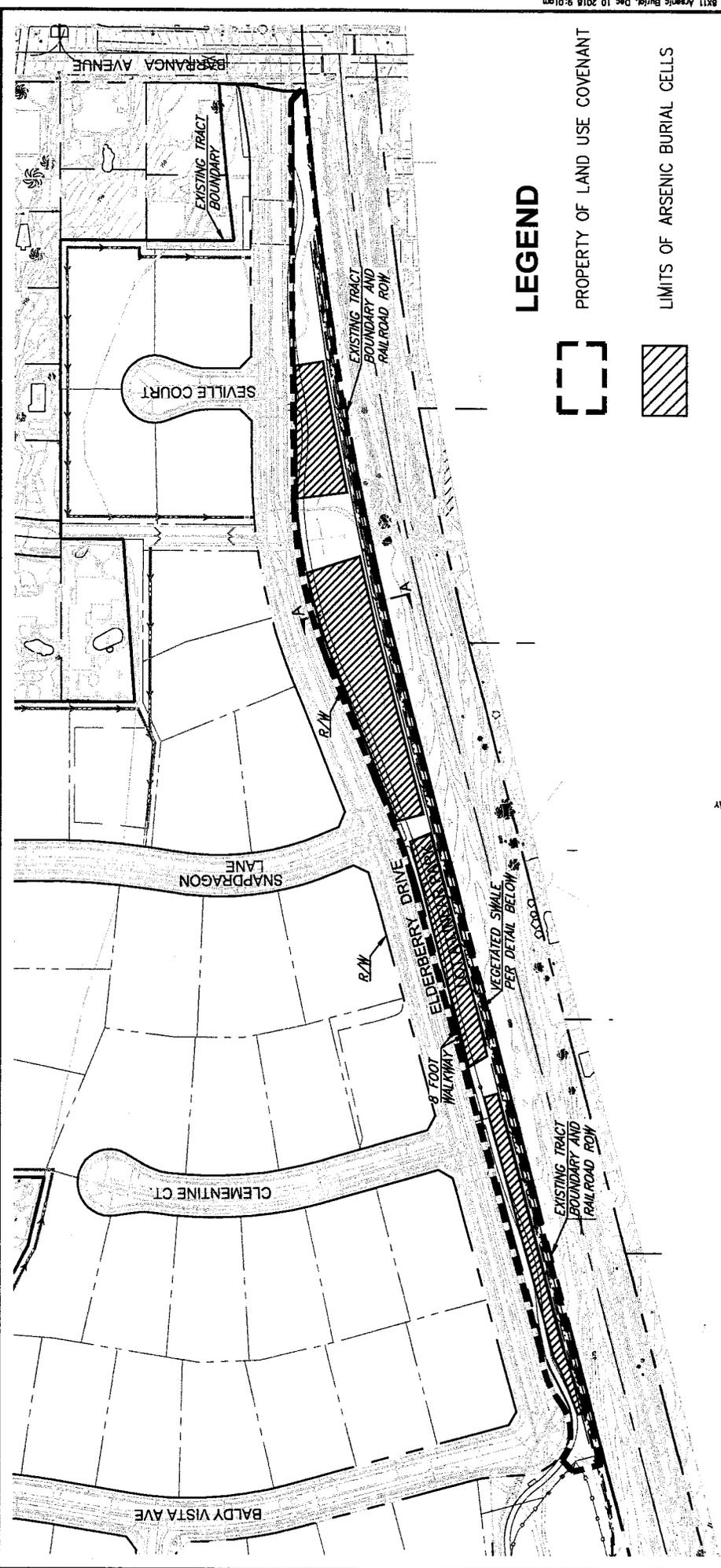
ASSESSOR'S MAP INFORMATION
GLENDDORA 3 (MONROVIA NURSERY)

HUNT-ZOLLARS
 Irvine
 Hunt-Zollars, Inc.
 2603 Main Street, Suite 400
 Irvine, California 92614
 Phone (949) 988-8815 Fax (949) 988-8820

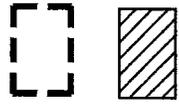
DATE: 12/10/2018

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EXHIBIT D: ARSENIC BURIAL EXHIBIT

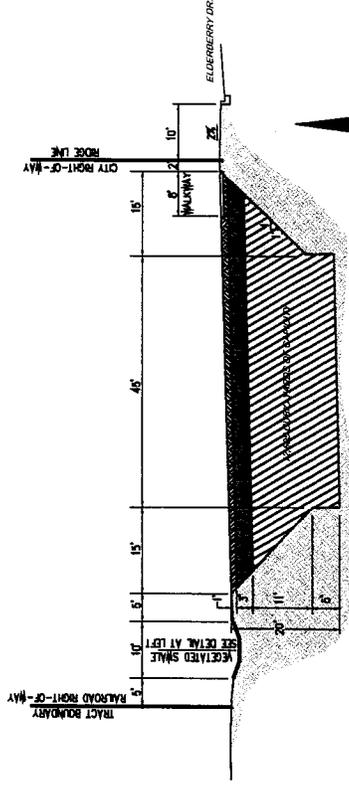


LEGEND

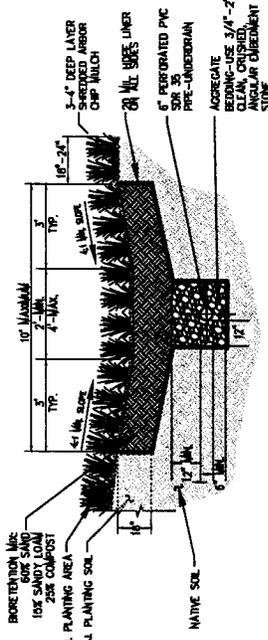


PROPERTY OF LAND USE COVENANT

LIMITS OF ARSENIC BURIAL CELLS



SECTION A
NOT TO SCALE



DETAIL - VEGETATED BIOSWALE
NOT TO SCALE



1"=200'

EXHIBIT D

HUIT-ZOLLARS
Huit-Zollars, Inc.
2603 Main Street, Suite 400
Irvine, California, 92614
Phone (949) 988-5815 Fax (949) 988-5820

**ARSENIC BURIAL EXHIBIT
GLENORA 3 (MONROVIA NURSERY)**



William Lyon Homes, Inc.