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Pages:
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California

12/22/09 AT 12:42PM

FEES:	54.00
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PAID:	54.00



LEADSHEET



200912220070049

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002456684

SEQ:
01

DAR - Counter (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:
American Honda Motor Co., Inc.
Attn: Anthony Piazza
1919 Torrance Boulevard
Torrance, California 90501



WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630
Attention: Eileen Khachatourians, Project
Manager

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: County of Los Angeles APN 7352-022-001, Building 510 parking lot located on the American Honda Motor Co., Inc. property, and DTSC site code 401396)

This Covenant and Agreement ("Covenant") is made by and between American Honda Motor Co., Inc. (the "Covenantor"), the current owner of property situated in Torrance, 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.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately 65,535 square feet, is more particularly described and depicted in the attached Exhibits "A" and "B". The Property consists of a parking lot located within Covenantor's Torrance, California site. Covenantor's site is generally described as Los Angeles County Assessor's Parcel No.: 7352-022-001. The Property is located on the east side of Covenantor's site and is generally bounded to the north by a parking lot for Building 510; on the east by a driveway/parking lot followed by offices in Building 520 and a television/sound studio in Building 540; on the south by South Street followed by the information services offices in Building 600; and on the west by a parking lot followed by Building 500, which is used for offices and training.

1.02. Based on the results of the Preliminary Endangerment Assessment (PEA) Report, dated September 9, 2008 and approved by the Department on December 24, 2008, and based on the future end use of the Property as a parking lot, no further remedial measures were required for the Site. The parking lot will be used to serve as a "Cap" for the Site and will prohibit any contact with contaminated soil that remains in place.

1.03. As detailed in the Health Risk Assessment portion of the PEA Report, all or a portion of the surface and subsurface soils within 10 feet of the surface of the Property contain hazardous substances, as defined in Health and Safety Code section 25316, which include the following contaminants of concern in the ranges set forth in the chart below:

Contaminant of Concern	Range detected	California Human Health Screening Level**
arsenic	3.19 – 19.2 ppm	0.07 ppm
cadmium	<1 – 12 ppm	1.7 ppm
benzo(a)anthracene	<200 – 38,400 parts per billion (ppb)	150 ppb*
benzo(a)pyrene	<200 – 60,000 ppb	38 ppb*
benzo(b)fluoranthene	<200 – 35,500 ppb	150 ppb*

benzo(g,h,i)perylene	<200 – 57,900 ppb	---
benzo(k) fluoranthene	<200 – 25,900 ppb	1500 ppb*
bis(2-ethylhexyl)phthalate	<200 – 1,620 ppb	---
chrysene	<200 – 39,300 ppb	15,000 ppb*
dibenzo(a,h)anthracene	<200 – 4,800 ppb	15 ppb*
indeno(1,2,3-cd) pyrene	<200 – 45,200 ppb	150 ppb*
naphthalene	<200 – 9,480 ppb	3,900 ppb*
phenanthrene	<200 – 89,100 ppb	---
2,3,7,8-TCDD (Dioxins)	3.410 - 6.62 parts per trillion (ppt)	4.5 ppt*

* Values from US EPA Region 9 Preliminary Remediation Goals chart

** Values are based on Residential Cleanup Criteria

--- no screening value available for this contaminant

The chemicals listed above can cause adverse health effects, including organ damage, if exposed to high levels for extended periods of time. In addition, many of these chemicals are known or potential carcinogens.

1.03 Based on the Health Risk Assessment from the Final PEA, the Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21 or day care center would entail an unacceptable human health risk. The Department further concluded that the Property, subject to the restrictions of this Covenant, does not present an unacceptable threat to human health or safety or the environment, if limited to a parking lot.

ARTICLE II DEFINITIONS

2.01. Cap. "Cap" means the Building 510 parking lot that Covenantor has constructed and that is the Property restricted pursuant to this Covenant.

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

Substances Control and includes its successor agencies, if any.

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

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

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

2.06. 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.

2.07. 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 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.

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. Non-Interference with Cap (Parking Lot).

- (a) Activities that may disturb the Cap (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted without prior written approval by the Department.
- (b) All uses and development of the Property shall preserve the integrity of effectiveness of the Cap.
- (c) The Cap shall not be altered without prior written approval by the Department.
- (d) If the Cap should be altered, only with prior Department approval, soil management activities should be done in accordance with the Soil Management Plan approved by the Department for the Property on May 4, 2009.

4.03. Cap Maintenance. The Owner shall maintain the Cap in a manner that avoids potential harm to persons or property which may result from the potential exposure to contamination from the Property. The Owner shall notify DTSC if any maintenance work that may disturb the Cap is to be conducted on the Property.

4.04 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.

4.05. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant, and shall submit an annual inspection report to the Department for its approval by the end of each fiscal year (June 30). 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 the Owner identifies any violations of this Covenant 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 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, 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 25233.

6.02. Termination or Partial Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or partial termination 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.

6.03. 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 thirty (30) 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: American Honda Motor Co., Inc
Attn: Mr. Anthony Piazza
1919 Torrance Boulevard
Torrance, California

and

To Department:
Ms. Eileen Khachatourians, M.S., Project Manager
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, CA 90630

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 references include successor provisions.

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

IN WITNESS WHEREOF, the Parties execute this Covenant.

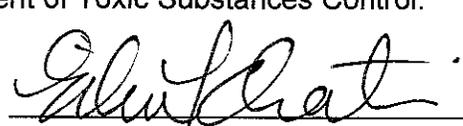
Covenantor: **American Honda Motor Co., Inc.**

By: 

Title: Anthony Piazza,
Vice President
Human Resources & Administration Division

Date: 12/1/09

Department of Toxic Substances Control:

By: 

Title: Eileen Khachatourians, M.S., Project Manager

Date: 12/15/09



EXHIBIT "A"
LEGAL DESCRIPTION

That portion of Parcel 1 of Parcel Map No. 27043, in the City of Torrance, County of Los Angeles, State of California, as per map filed in Book 344 Pages 30 through 39 inclusive, of Parcel Maps, in the Office of the County Recorder of said County described as a whole as follows:

Commencing at the southeasterly terminus of that certain course shown along the southwesterly limits of said Parcel 1 having a bearing and distance of North 42°34'10" West 1310.30 feet; thence, northwesterly along said course and said southwesterly limits, North 42°34'10" West 245.97 feet to a point; thence, northeasterly at right angles to said course, North 47°25'50" East 892.46 feet to the **True Point of Beginning**; thence,

- 1st – East 257.00 feet; thence,
- 2nd – North 255.00 feet; thence,
- 3rd – West 257.00 feet; thence,
- 4th – South 255.00 feet to the True Point of Beginning.

Containing 65,535 square feet or 1.505 acres of land, more or less.

The attached exhibit is hereby made a part for reference purposes only.

William A. Nailling

William A. Nailling, PLS No. 8476

AUG. 8, 2009

Date



B

EXHIBIT "B"

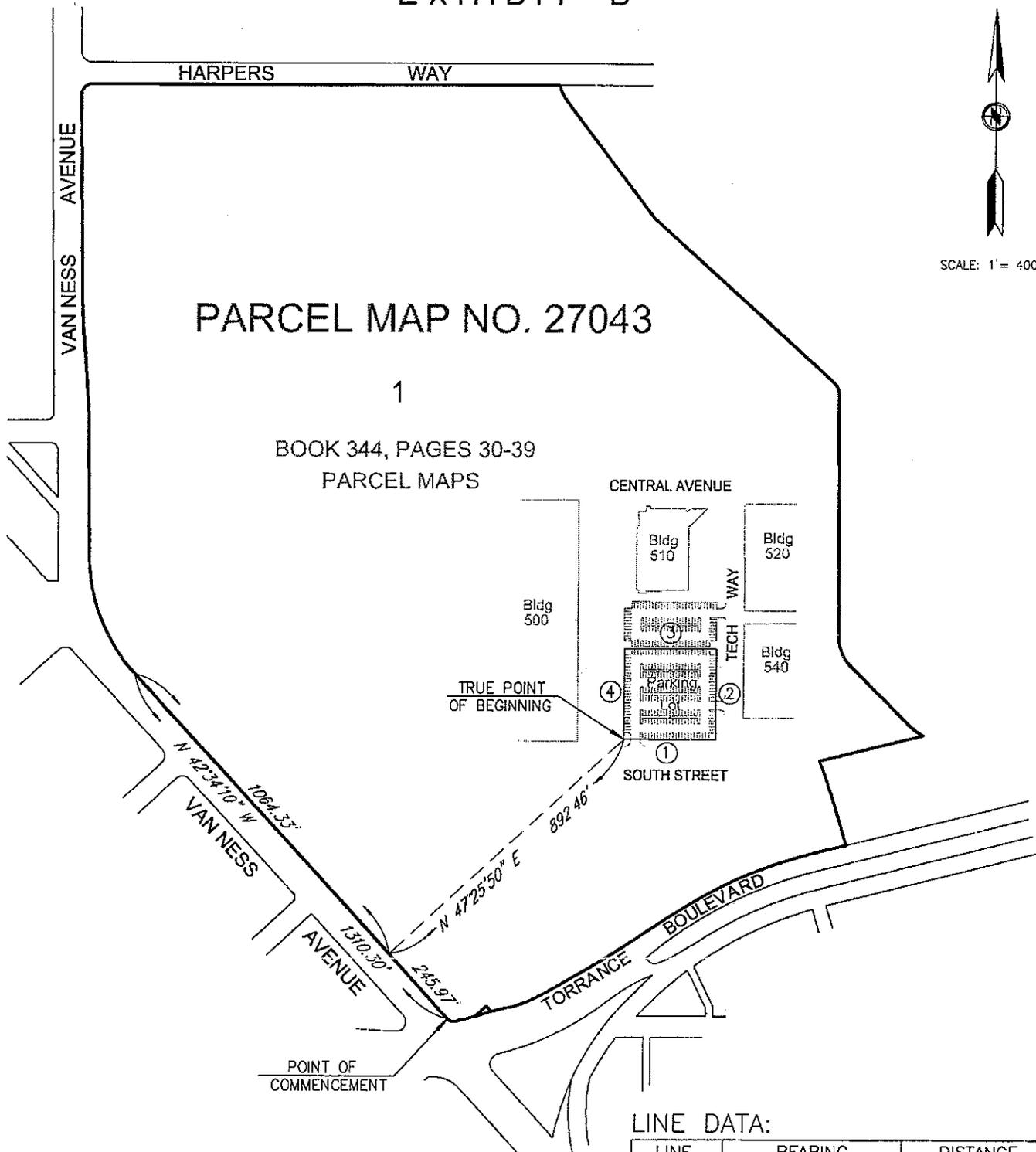


SCALE: 1" = 400'

PARCEL MAP NO. 27043

1

BOOK 344, PAGES 30-39
PARCEL MAPS



LINE DATA:

LINE	BEARING	DISTANCE
1	EAST	257.00'
2	NORTH	255.00'
3	WEST	257.00'
4	SOUTH	255.00'



707 WILSHIRE BOULEVARD 40TH FLOOR
LOS ANGELES, CA 90017

213 624 2661 TEL
213 614 1863 FAX

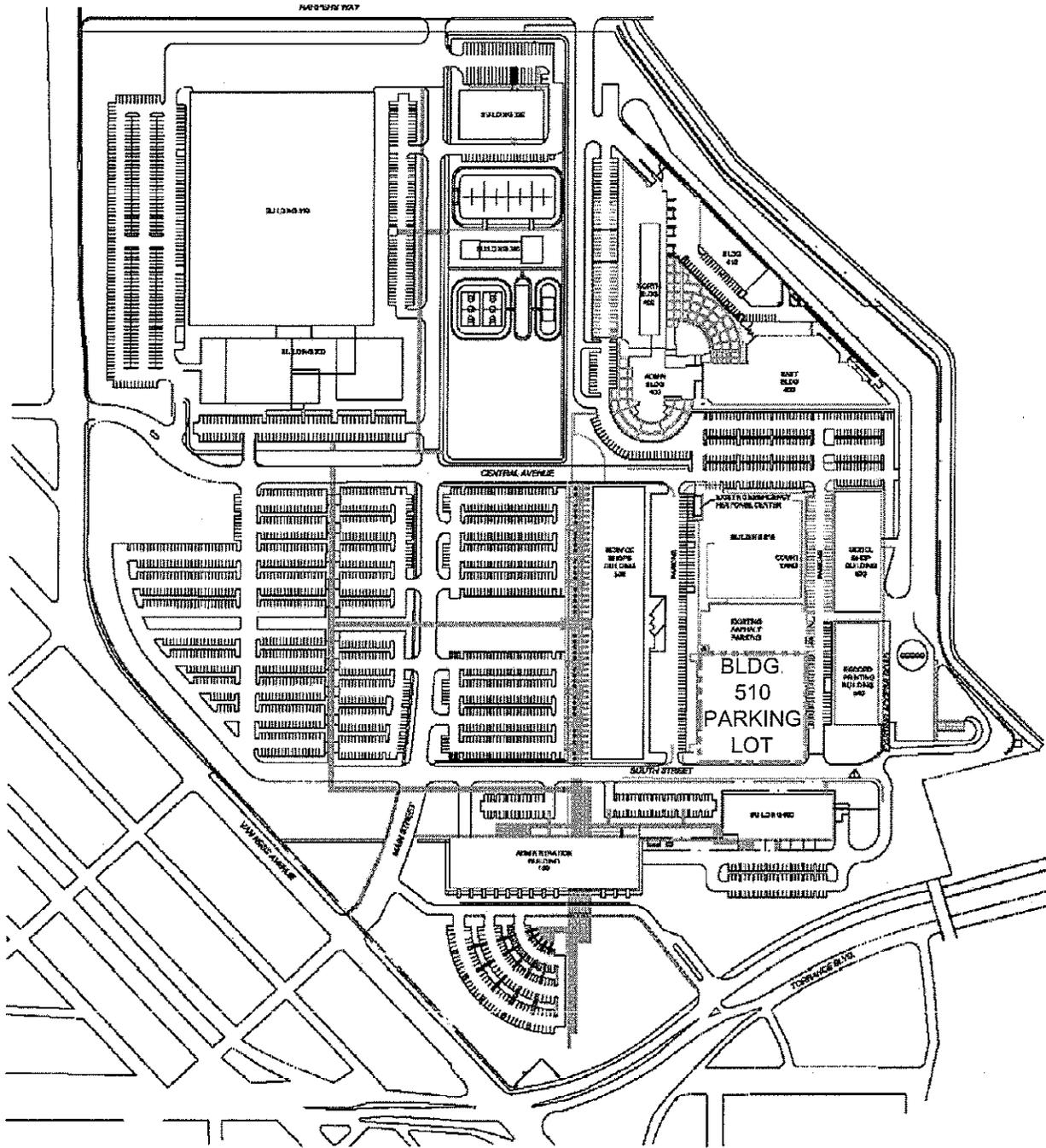
CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

**EXHIBIT MAP
BUILDING 510
PARKING LOT**

PREPARED FOR:

**AMERICAN HONDA MOTOR CO.
1919 TORRANCE BOULEVARD
TORRANCE, CALIFORNIA 90501**

DATE:	8-6-09
JOB #	LA20520
DRAWN	WN/WO
CAD	LA20520-EXHIBIT
SCALE	1" = 400'
SHEET 1 OF 1	



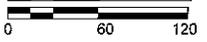
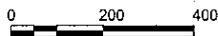
Explanation



Building 510 parking lot (Site)



Approximate Scale in Feet



Approximate Scale in Meters

Basemap modified from LFR Inc. Site Vicinity Map (2008)

**EXHIBIT B
SITE LOCATION MAP**

By: BRP	Date: 11/10/09	Project No. 14737.000.0
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AMEC Geomatrix

Figure **2**

ACKNOWLEDGMENT

State of California

County of Orange

On December 15, 2009 before me, Lisa Twarog, Notary Public
(insert name and title of the officer)

personally appeared Eileen Khachatourians,
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)



(this area for official notarial seal)

Government Code 27361.7

I certify under penalty of perjury that the Notary Seal on the document to which this statement is
attached reads as follows:

Name of the Notary: Lisa Twarog

Date Commission Expires: May 1 2013

County Where Bond is Filed: Orange

Commission Number: 1847105

Manufacturer/Vendor Number: OCT1

Place of Execution: Cypress, CA Date: 12/15/2009

Signature: Lisa Twarog

I certify under penalty of perjury and the laws of the State of California that the illegible portion
of this document to which this statement is attached reads as follows:

Place Execution: _____ Date: _____

Signature: _____

State of California

County of Los Angeles

On December 1, 2009 before me, Madison Paige Bush, Notary Public personally
(Insert Name of Notary Public and Title)
appeared Anthony Piazza, VP Admin, 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 on 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 Madison Paige Bush

(Seal)

