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Pages:
0014

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California

05/24/13 AT 12:54PM

FEES:	54.00
TAXES:	0.00
OTHER:	0.00
PAID:	<u>54.00</u>



LEADSHEET



201305240790008

00007769041



004891944

SEQ:
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:

Mr. Salvador Munoz
155 West Florence Avenue
Los Angeles, California 90003

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630
Attention: Thomas Cota, Branch Chief
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 APNs 5020-035-013 and - 014, Alpha Polishing dba
General Plating Company, 951 West Vernon Avenue, Los Angeles, California 90037
DTSC Site Code No. 300856)

This Covenant and Agreement ("Covenant") is made by and between Salvador Munoz (the "Covenantor"), the current owner of property situated in Los Angeles, 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 Property 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. The Property, totaling approximately 10,846 square feet, is more particularly described and depicted in the attached Exhibit A and B. The Property is located in the area now generally bounded by West Vernon Street on the south, Menlo Street on the east, an alley way on the north, and a property with APN No. 5020-035-015 on the west. The Property is also generally described as Los Angeles County Assessor's Parcel Nos. 5020-035-013 and 014. The address of the Property is 951 West Vernon Avenue, Los Angeles, California 90037.

1.02. A portion of the Property is more particularly described in Exhibit C and referred to as the "Cap". The Cap consists of a 5-foot thick, low permeability soil layer as depicted in the drawing attached as Exhibit C hereto.

1.03. Covenantor has remediated the Property under the supervision and authority of the Department. The Property was remediated pursuant to a Corrective Measures Proposal developed in accordance with Health and Safety Code, division 20, chapter 6.8 under the oversight of the Department. The Corrective Measures Proposal, including a Health Risk Assessment, and a Notice of Exemption pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq. for public review and comment, was approved by the Department on March 8, 2011. The corrective action, which was carried out in June 2011, comprises removal and disposal of the top 5 feet of soil in a portion of the property (Exhibit "C") and backfill with clean soil to form a soil cap (the Cap). A Corrective Measures Report was prepared and submitted to the Department for approval; it was approved by the Department on March 30, 2012. The Corrective Measures Report provides that a Covenant be required as part of the site remediation, because Cadmium, Chromium VI, and Trichloroethene, which are hazardous substances, as defined in Health and Safety Code section 25316, and hazardous materials as defined in Health and Safety Code section 25260 remains at depths of 5 feet or more below the surface of the Property.

1.04. As detailed in the Corrective Measures Report, the soil on the Property which is deeper than 5 feet contains hazardous substances, as defined in Health and Safety Code section 25316, which include metals such as Cadmium and Chromium VI and the volatile organic compound trichloroethene. Based on the Risk Assessment contained in the Corrective Measures Report, the Department concluded that the Property, as remediated, and subject to the restrictions of this Covenant, does not present an unacceptable threat to human 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, 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 residential human habitation purposes unless the following requirements are met:

- (a) Ground level of structures shall only be used for vehicular parking.
- (b) If the entire ground level of any structure is not used for vehicular parking, Owner shall install a vapor barrier in the subsurface underneath the structure. The vapor barrier shall be installed according to a work plan approved by the Department. After installation, the Owner shall demonstrate to the Department that the vapor barrier functions as designed before structure occupancy can take place.

4.02. Non-Interference with the soil Cap.

- (a) Activities that may alter or disturb the Cap (e.g. excavation, grading, or trenching) shall not be permitted without prior written approval by the Department.
- (b) All approved uses and development on the property shall be conducted in a manner which preserves the integrity and effectiveness of the Cap.

4.03. Soil Management.

- (a) No activities that will disturb the soil at depth greater than 5 feet (e.g., excavation, grading, or trenching) shall be allowed on the Property without a Soil Management Plan approved by the Department in advance.
- (b) Any soil deeper than 5 feet brought to the surface by excavation, grading, or trenching shall be treated as hazardous waste and managed in accordance with all applicable state and federal laws.

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 to verify compliance with this Covenant, and shall submit a compliance inspection report to the Department by January 31st of each year. The annual compliance inspection report must include the date, time, and name(s) of those who conduct the inspection and prepare the report. If violations are noted, the annual compliance inspection report must detail the steps taken to return to compliance. Submission by the Owner, or by another party on the Owner's behalf, of Covenantor's "Compliance Inspection Report" consistent with the form attached hereto as Exhibit D, shall be deemed as compliance with the reporting requirements of this Paragraph. At no more than 30 calendar days prior to conveyance of the property, a final compliance inspection of the property shall be conducted and a compliance inspection report shall be submitted to the Department together with the notice of conveyance (paragraph 3.04).

If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 15 calendar days of identifying the violation: determine the identity of the party in violation, send a letter to advise the party of the violation of the Covenant, demand that the party cease the violation immediately and remediate any damage caused by the violation. Additionally, copies of any correspondence related to the violation of this Covenant shall be sent to the Department within 15 calendar 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 Restriction. Any person may apply to the Department for a written variance from a restriction imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.

6.02 Removal of Restriction. Any person may apply to the Department to remove a restriction imposed by this Covenant. 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 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: Salvador Munoz
Trustee of the Ana Maria Hernandez Trust
5423 South Central Avenue
Los Angeles, California 90011

and

To Department: Thomas Cota
Brownfields and Environmental Restoration Program
5796 Corporate Avenue
Cypress, California 90630

Any party may change its address or the individual to whose attention a Notice is to be sent by giving 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: Ana Maria Hernandez Trust

By:

Name: Salvador Munoz

Title: Trustee

Date: 5/22/2013

Department of Toxic Substances Control

By:

Name: Thomas M. Cota

Title: Branch Chief, Brownfields and Environmental Restoration Program

Date: 5/23/13

State of California

County of LOS ANGELES

On MAY 22, 2013 before me, Lourdes Maldonado a Notary Public
(insert Name of Notary Public and Title)
personally appeared Salvador Munoz

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 _____

(Seal)



State of California

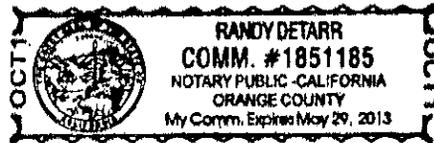
County of Orange

On 5 23 13 before me, Randy Detarr **NOTARY PUBLIC**
(Insert Name of Notary Public and Title)

personally appeared Thomas M Cotg,
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.

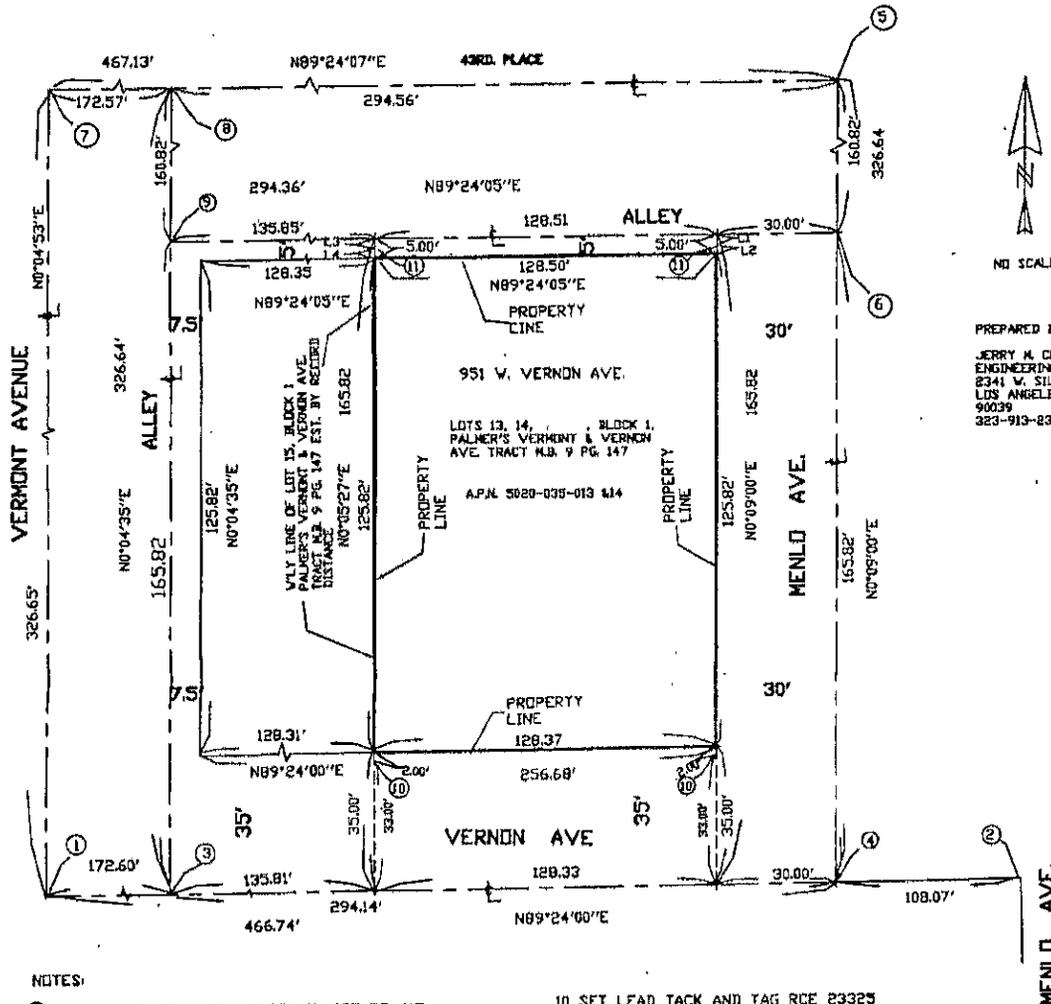


Signature [Handwritten Signature] (Seal)

Exhibit A

Legal Property Description

PROPERTY LINE SURVEY AT
951 W. VERNON AVENUE, LOS ANGELES, CALIFORNIA



PREPARED BY:
JERRY M. CROWLEY
ENGINEERING SERVICES
2341 W. SILVER LAKE DRIVE
LOS ANGELES, CALIFORNIA
90039
323-913-2393

NOTES:

- ① FD. SSDM PER CEFB PER CEFB 111-197 PG. 115
- ② FD. S.&W. PER CEFB PER CEFB 111-197 PG. 129
- ③ FD. NOTHING SET CONC. NAIL PER CEFB 111-197 PG. 115 REC. DIST. 172.60'
- ④ FD. NOTHING SET CONC. MAIL PER REC. DIST. 108.07 FEET PER CEFB 111-197 PG. 129
- ⑤ FD. 4 HOOKS IN SHHM PER CEFB 17806 PG. 27
- ⑥ FD. NAIL IN LIEU OF SPIKE PER CEFB 17806 PG. 27
- ⑦ FD. SPIKE AND WASHER PER CEFB 114-197-PG.126
- ⑧ FD. PK NAIL ESTAB. BY RECORD DISTANCE 274.56 PER CEFB 17806 PG.27
- ⑨ FD. NOTHING, SET NOTHING ESTAB. BY RECORD DIST. 160.82 FEET PER CEFB 17806 PG. 36

10 SET LEAD TACK AND TAG RCE 23325
2.00 FEET S'LY FROM PROPERTY CORNER
ON P.L. PROD.

11. SET MAG NAIL AND WASHER STAMPED RCE 23325
2.0 FEET OFFSET S'LY FROM PROPERTY CORNER
ON PROPERTY LINE PROD.

LINE TABLE

ITEM	BEARING	DISTANCE
L1	N0°09'00"E	3.00'
L2	N0°09'00"E	2.00'
L3	N0°05'27"E	3.00'
L4	N0°05'27"E	2.00'

CERTIFICATION STATEMENT

THIS IS TO CERTIFY THAT I THE UNDERSIGNED
HAVE DONE THE HEREOF PROPERTY LINE SURVEY AT
951 W. VERNON AVENUE, LOS ANGELES, CALIFORNIA
ON DECEMBER 28, 2012. THE MONUMENTS SET ARE TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE.

Jeremiah M. Crowley April 12, 2013
JEREMIAH M. CROWLEY DATE
RCE 23325



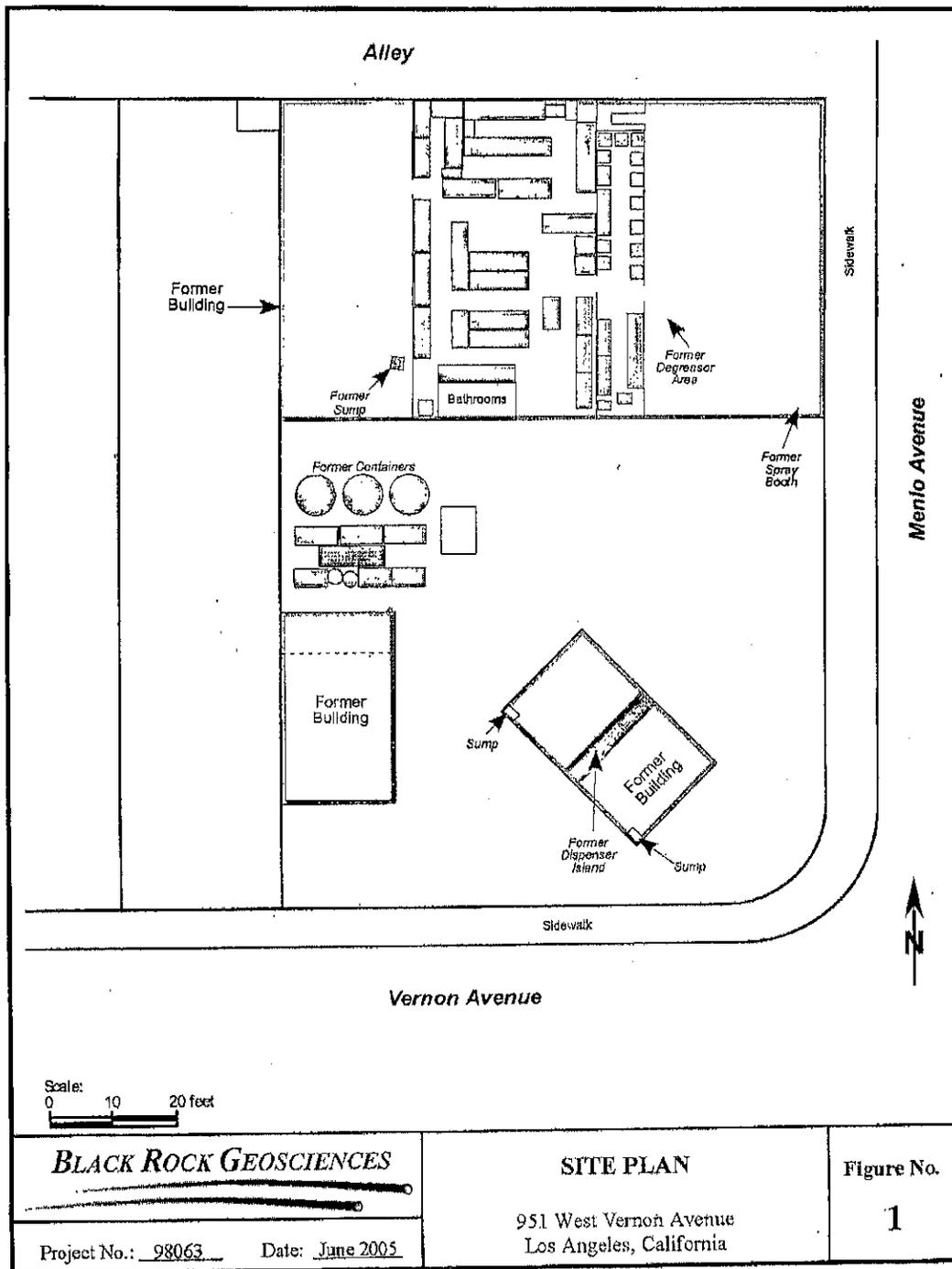


Exhibit B
Property Diagram

Exhibit C
Soil Cap Depiction

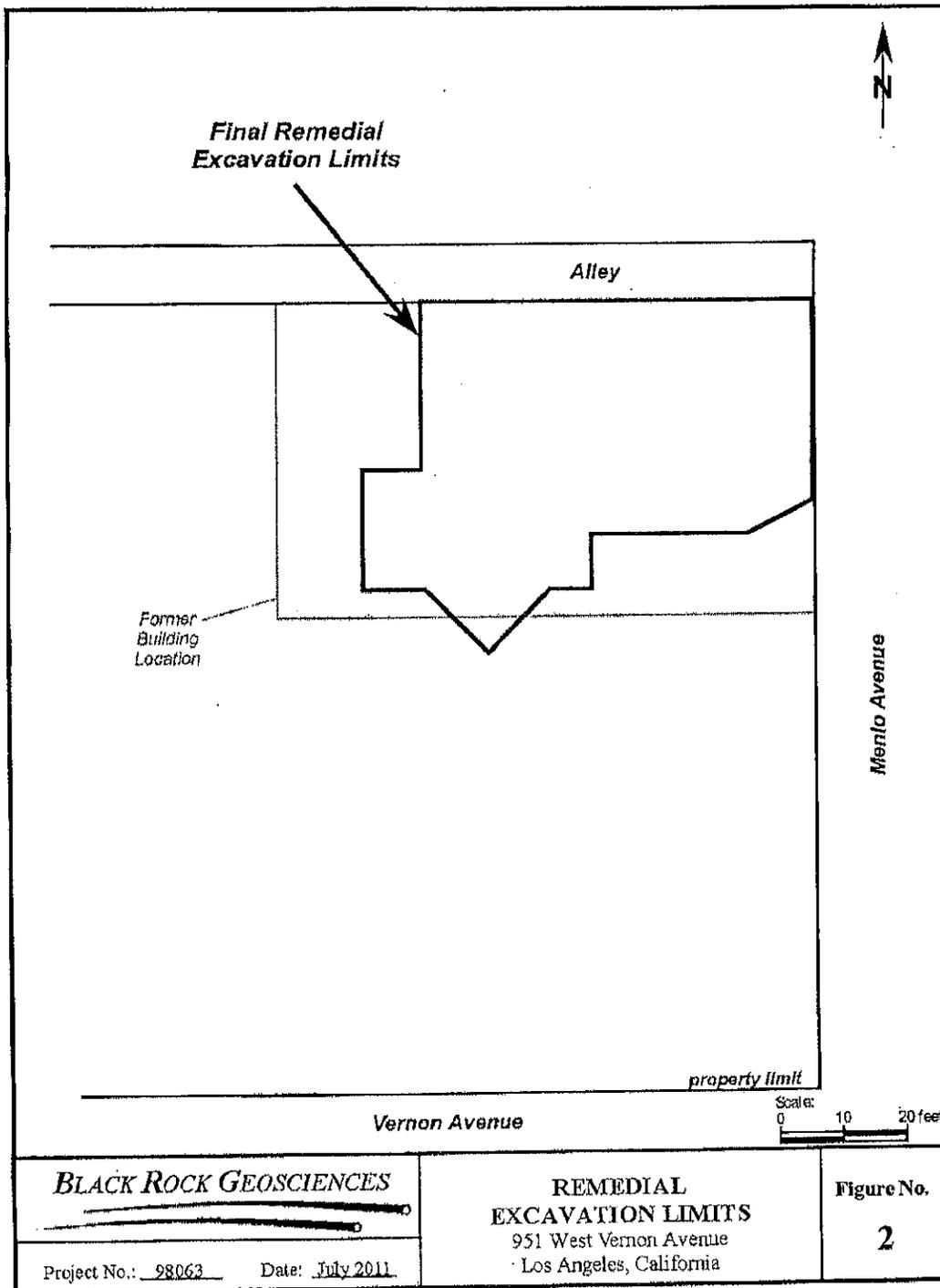


Exhibit D
 Land Use Controls Compliance Inspection Report
 951 West Vernon, Los Angeles, California 90037
 APNs 5020-035-013 and -014 --- DTSC Site Code No. 300856

Property Owner: _____

Is this the final inspection just prior to property conveyance (yes or no)? _____

If an annual inspection, this evaluation is from _____ to _____, 20__

New residential unit(s) constructed on the property (yes or no)? _____

Checklist

	In Compliance	Non-Compliance	See Comment	N/A*
1. No disturbance of the soil cap	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. No disturbance of soil deeper than 5 feet anywhere on the property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Residential units have garage on ground level or sub-grade vapor barrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*: Not Applicable

Comments: _____

I, the undersigned, hereby certify that the above-described land use restrictions have been complied with for the period noted. Alternately, any known deficiencies and completed or planned actions to address such deficiencies are described in the Comments section (attached additional page(s) if necessary).

 Signature Date

Mail completed certificate to the Department of Toxic Substances Control at 5796 Corporate Avenue, Cypress, California 90630, Attn: Branch Chief, BERP, by January 31st of each year.