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California

10/18/13 AT 03:09PM

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| FEES : | 0.00 |
| TAXES : | 0.00 |
| OTHER : | 0.00 |
| PAID : | 0.00 |



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THIS FORM IS NOT TO BE DUPLICATED

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: Aslam Shareef
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, Portion of Assessor Parcels Number (APN): 2706-012-900;
DTSC Site Name: Germain Street Elementary; DTSC Site Code 300795)

This Covenant and Agreement ("Covenant") is made by and between Los Angeles Unified School District (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 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 26,013 Square feet, is more particularly described and depicted as "Lot 1" in the attached Exhibits "A" and "B", respectively. The Property is located in the area now currently bounded by Germain Street to the north, Lurline Avenue to the east, San Jose Street to the south and Oklahoma Avenue to the west. The Property is also generally described as a portion of Los Angeles County Assessor's Parcel Number 2706-012-900.

1.02 The Property has been remediated pursuant to a Removal Action Workplan (RAW), developed in accordance with Health and Safety Code, division 20, Chapter 6.8 under the oversight of the Department. The RAW and a negative declaration pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq., were released for public review and comment and subsequently approved by the Department on March 21, 2011. Hazardous substances, as defined in Health and Safety Code section 25316, which are also hazardous materials as defined in Health and Safety Code section 25260, remain in soil gas above unrestricted cleanup goals at depths of eight (8) feet or more below the surface of the Property. An Explanation of Significant Difference (ESD) has been prepared and approved by the Department on May 9, 2013. The ESD provides that a Covenant be required as part of the site remediation. The Property contains a Remediation System, which includes soil vapor extraction, monitoring, and perimeter wells. The Remediation System is more particularly described in the Removal Action Completion Report (RACR) for the project.

1.03 As a remedial measure, (i) construction of any new enclosed structure on the Property or (ii) any modification to an existing enclosed structure on the Property that disturbs the soil and/or building slab (e.g., digging, excavation, grading, removal, trenching, filling, or other earth movement) is restricted. (see Section 4.0)

1.04 As detailed in the RAW, ESD, and RACR, all or a portion of the subsurface soil gas contains methane and hydrogen sulfide at concentrations up to 144,883 parts per million by volume (ppmv, at 70 feet below surface) and 587.6 ppmv (70 feet below surface), respectively. The only exposure pathway regarding the

Property is the potential inhalation of soil vapors migrating from the subsurface to indoor air. Therefore, the Department is requiring that restrictions, as described in Article IV, are to be placed on the Property protect human health and 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 paragraph 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 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.

2.06 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

3.01 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 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

3.05. 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 Construction Restrictions. Any (i) new enclosed structure on the Property, or (ii) any modification to an existing enclosed structure on the Property that disturbs the soil and/or building slab (e.g., digging, excavation, grading, removal, trenching, filling, or other earth movement), must be designed, constructed or modified in a manner that would mitigate unacceptable risk from vapor intrusion (for example, through installation of a vapor intrusion barrier, vapor collection system and/or other appropriate engineered control), or Owner or Occupant shall evaluate the potential for such unacceptable risk prior to the erection of any new occupied structure (or modification to an existing structure as described above, or change in use of an existing structure as described above) in the same area, and include mitigation of the vapor intrusion in the design/construction of the structure prior to occupancy if an unacceptable risk is posed, as determined by the Department. Owner or Occupant shall provide any related reports evaluating risk from vapor intrusion to the Department for this determination and must obtain prior written approval from the Department for any engineered control proposed.

4.02 Soil Management.

(a) No activities that will disturb the soil at or below eight (8) feet below grade (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) shall be allowed without a Soil Management Plan approved by the Department in advance.

(b) Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed in accordance with all applicable local, State, and federal law.

(c) The Covenantor shall notify the Department at least thirty (30) days prior to any proposed significant changes in conditions or usage (e.g., new construction, addition of portable structures, paving, grading, etc.)

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

(a) Significantly disturbing and/or removing the asphalt paving without prior written approval by the Department.

4.04 Non-Interference with the Remediation System

(a) All uses shall preserve the physical accessibility to and integrity of the Remediation System.

(b) The Remediation System shall not be altered without prior written approval by the Department.

4.05 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.

4.06 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant, and submit an annual inspection report (Report) to the Department for its approval by January 31st of each year. The Report shall include the dates, times and names of those who conducted the inspection and reviewed the Report. It also shall describe 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.). If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner shall within ten (10) days of identifying the violation: determine the identity of responsible party or scope of violation and take immediate steps to return to compliance. Additionally, copies of any correspondence related to the enforcement of this Covenant shall be sent to the Department within ten (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.

ARTICLE VI

VARIANCE, REMOVAL, AND TERM

6.01 Variance. Any person may apply to the Department for a written variance from any provisions 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. Any person may apply to the Department to remove any or all of the Environmental Restrictions 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 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 (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: Pat Schanen, Environmental Health Manager

To Department:

Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630
Attn: Mr. Aslam Shareef, 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.

704 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: Los Angeles Unified School District

By: John W. Sterritt

Name: John Sterritt

Title: Director, Office of Environmental Health and Safety

Date: 10/9/13

Department of Toxic Substances Control

By: ASL

Name: Aslam Shareef

Title: Project Manager, Brownfields and Environmental Restoration Program

Date: 10/17/13

State of California
County of Los Angeles

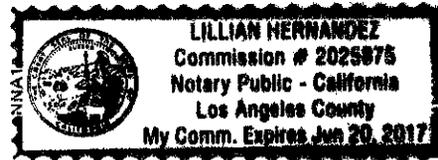
On October 9 2013, before me, Lillian Hernandez, Notary Public,
personally appeared John Herritt

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 10/17/2013, 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
LAND USE COVENANT

THAT PORTION OF LOT 1 OF TRACT NO. 26432, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 684, PAGES 1 AND 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF GERMAIN STREET AND OKLAHOMA AVENUE, BOTH 60.00 FEET WIDE, AS SHOWN ON SAID MAP; THENCE ALONG SAID CENTERLINE OF OKLAHOMA AVENUE, S00°01'31"E 165.11 FEET; THENCE LEAVING SAID CENTERLINE, N89°12'48"E 30.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID OKLAHOMA AVENUE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID RIGHT-OF-WAY AND CONTINUING, N89°12'48"E 100.00 FEET; THENCE PARALLEL WITH SAID RIGHT-OF-WAY, S00°01'31"E 43.54 FEET; THENCE N89°12'48"E 70.41 FEET; THENCE PARALLEL WITH SAID RIGHT-OF-WAY, S00°01'31"E 127.12 FEET; THENCE S89°12'48"W 170.41 FEET TO SAID EASTERLY RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY, N00°01'31"W 170.65 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS: 26,013 SQUARE FEET.

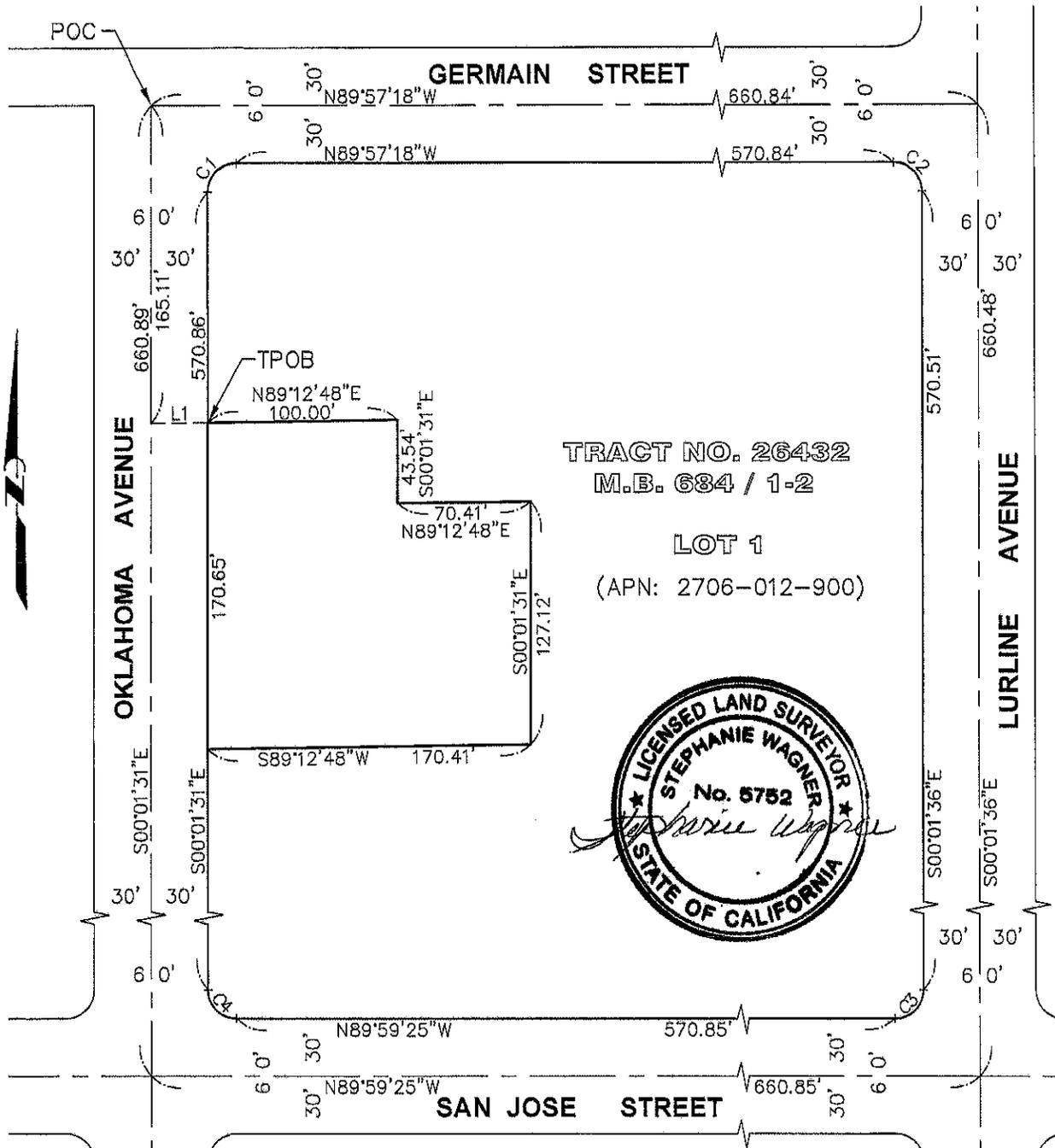
PREPARED BY:

Stephanie A. Wagner
STEPHANIE A. WAGNER, P.L.S. 5752

June 11, 2013
DATE:



Exhibit B



TRACT NO. 26432
 M.B. 684 / 1-2
 LOT 1
 (APN: 2706-012-900)



| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| L1 | 30.00' | N89°12'48"E |

| CURVE TABLE | | | |
|-------------|--------|--------|-----------|
| CURVE | LENGTH | RADIUS | DELTA |
| C1 | 23.58' | 15.00' | 90°04'13" |
| C2 | 23.54' | 15.00' | 89°55'42" |
| C3 | 23.57' | 15.00' | 90°02'11" |
| C4 | 23.55' | 15.00' | 89°57'54" |

LEGEND
 POC = POINT OF COMMENCEMENT.
 TPOB = TRUE POINT OF BEGINNING.

NOTE
 THIS EXHIBIT IS MADE PART OF THE
 LEGAL DESCRIPTION.

| | | | | |
|---|--|---|---|---|
| JOB NO. 2047-001 DRAWING NO. 1 SCALE 1" = 80' SHEET NO. 1 OF 1 | PREPARED BY WEST WAGNER ENGINEERING & SURVEY, INC. 16933 PANTHENIA STREET SUITE 100 NORTH RIDGE CA 91343-4582 818.892.6566 • FAX 818.892.6611 • mail@westinc.org • www.westinc.org | DESIGNED BY AA DRAWN BY AA CHECKED BY LC IN CHARGE SAW DATE 06/11/13 | TITLE EXHIBIT "B" PLAT LAND USE COVENANT | PREPARED FOR GERMAIN STREET ELEMENTARY SCHOOL |
|---|--|---|---|---|