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PAID:	130.00



LEADSHEET



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THIS FORM IS NOT TO BE DUPLICATED

Recording Requested By:

Prudential Overall Supply
1661 Alton Parkway
Irvine, California 92606

When Recorded, Mail To:

Mr. Richard Clark, MS, PE, Site Mitigation Unit Supervisor
Los Angeles County Fire Department
Health Hazardous Materials Division
5825 Rickenbacker Road
Commerce, California 90040

COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY

PRUDENTIAL OVERALL SUPPLY VAN NUYS
ASSESSOR'S PARCEL NUMBERS (APNs): 2673-022-038 & 2673-022-048
8144 HASKELL AVENUE, VAN NUYS, CA 91406
LARWQCB SITE CLEANUP PROGRAM NO. T0603702440

This Covenant and Environmental Restriction on Property ("Covenant") is made as of the 14th day of July, 2022 by Prudential Overall Supply ("Covenantor") who is the Owner of record of that certain property identified as APN 2673-022-038 and APN 2673-022-048 and situated at 8144 Haskell Avenue, in the City of Van Nuys, County of Los Angeles, State of California, which is more particularly described in Exhibits A and B attached hereto and incorporated herein by this reference (hereinafter referred to as the "Burdened Property"), for the benefit of the Los Angeles County Fire Department Site Mitigation Unit ("LACoFD SMU"), with reference to the following facts:

A. Nature of Covenant. This Covenant is an environmental covenant provided for by Civil Code section 1471 and required by the LACoFD pursuant to Water Code section 13307.1 (FOR FULL CLOSURE) because the LACoFD has determined that the Burdened Property is not suitable for unrestricted use and that a land use restriction is necessary for the protection of present or future human health, safety, or the environment as result of the presence of hazardous materials, as defined in section 25260 of the Health and Safety Code, in the soil at the Burdened Property.

B. Contamination of the Burdened Property. The soil at the Burdened Property were contaminated by releases from the dry cleaning operations conducted by Prudential Overall Supply. The known constituents of concern (COCs) consisted of organic chemicals in soil including mainly Stoddard solvent (non-chlorinated hydrocarbons in the C₇ to C₁₂ carbon range) and tetrachloroethene (PCE) which constitute hazardous materials. Minor gasoline-related volatile organic compounds (VOCs) detected in soil were excavated and removed from the Site during the removal of a 10,000-gallon underground storage tank (UST). By means of source elimination through UST removals, soil excavation, and soil vapor extraction (SVE) since the late-1990s, the maximum VOC concentrations in soil vapor is limited to well SVE-1C which is screened at 35 to 60 feet below ground surface (bgs). Soil vapor data collected following completion of a SVE rebound test in First Quarter 2021, documents that VOC levels are below screening levels that would create a vapor intrusion risk at adjacent properties. Previous assessment activities performed at the Burdened Property have demonstrated that groundwater has not been impacted by historical site activities (see site map in Exhibit B).

C. Exposure Pathways. The contaminants addressed in this Covenant are present in the deeper soils at the Burdened Property. Without the proposed mitigation measures performed on the Burdened Property, exposure to these contaminants could potentially take place via soil vapor into future structures constructed over the area surrounding vapor extraction well SVE-1. The risk of public exposure to the contaminants has been substantially lessened by the previously described remediation and eliminated by the proposed controls described herein.

D. Land Uses and Population Potentially Affected. The Burdened Property was used for agricultural purposes until 1959. Covenantor developed the property to operate as an industrial laundry facility from 1959 to 2009, when the Covenantor vacated the Burdened Property. The Burdened Property has been unoccupied since 2009. Surrounding land use is commercial/industrial with the Interstate 405 right-of-way located along the eastern property line. No residential properties are located contiguous with the Burdened Property. The nearest residential land use is located approximately 1,000 feet northwest and 2,300 feet east of the Burdened Property. The nearest surface water body is the concrete lined Pacoima Wash approximately 4,300 feet east of the Burdened Property. Residential land use and surface water is not affected by the Burdened Property.

E. Disclosure and Sampling. Disclosure of the presence of hazardous materials on the Burdened Property has been made to the LACoFD and extensive sampling of the Burdened Property has been conducted.

F. Use of Burdened Property. Covenantor desires and intends that in order to benefit the LACoFD, and to protect present and future human health, safety, or the environment, the Burdened Property shall be used in a manner consistent with this Covenant as to avoid potential harm to persons or property that might result from any hazardous materials that might remain deposited on portions of the Burdened Property.

ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. These Restrictions are reasonably necessary to protect present and future human health or safety or the environment as a result of the presence of hazardous materials at the Burdened Property. Each and all of the Restrictions shall run with the land and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors, assigns, and lessees thereof for the benefit of the LACoFD and all Owners and Occupants. Each and all of the Restrictions: (a) are imposed upon the entire Burdened Property, unless expressly stated as applicable to a specific portion of the Burdened Property; (b) run with the land pursuant to Civil Code section 1471; and (c) are enforceable by the LACoFD.

1.2 Concurrence of Owners and Lessees Presumed. After the date of recordation hereof, all purchasers, lessees, and possessors of all or any portion of the Burdened Property shall become Owners or Occupants as defined herein and shall be deemed by their purchase, leasing, or possession of the Burdened Property to be bound by the Restrictions and to agree for and among

themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions herein established must be adhered to for the benefit of the LACoFD and all Owners and Occupants, and that the interest of all Owners and Occupants of the Burdened Property shall be subject to the Restrictions.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions shall be incorporated in and attached to each and all deeds and leases of all or any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the LACoFD real property rights as specified in this Covenant, which will run with the land, to facilitate the remediation of past environmental contamination and to protect present and future human health, safety, or the environment by reducing the risk of exposure to residual hazardous materials.

ARTICLE II DEFINITIONS

2.1 LAFD SMU. "LACoFD SMU" shall mean the Los Angeles County Fire Department Site Mitigation Unit and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, structures, roads, driveways, gradings, re-gradings, and paved areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupant or Occupants. "Occupant" or "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and Covenantor's successors in interest who hold title to all or any portion of the Burdened Property.

2.5 Vapor Barrier. "Vapor Barrier" shall mean the vapor barrier consisting of a high density polyethylene membrane that has been installed beneath the building foundation/slab.

ARTICLE III DEVELOPMENT, USE, AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

- a. Development and use of the Burdened Property shall be restricted to industrial, commercial, and/or office space uses;
- b. No residence for human habitation shall be permitted on the Burdened Property;
- c. No hospitals shall be permitted on the Burdened Property;

d. No public or private schools for persons under 21 years of age shall be permitted on the Burdened Property;

e. No care or community centers for children or senior citizens, or other uses that would involve the regular congregation of children or senior citizens, shall be authorized on the Burdened Property;

f. Future structures proposed for the Burdened Property shall be constructed with a passive vapor barrier. The passive vapor barrier is defined as the soil vapor mitigation measure for the Burdened Property;

g. No Owner or Occupant shall conduct or permit any excavation work on the Burdened Property, unless expressly permitted in writing by the LACoFD. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed by the Owner, Owner's agent, Occupant, or Occupant's agent in accordance with all applicable provisions of local, state and federal law;

g. Any excavation conducted on the Burdened Property shall be performed pursuant to an appropriate and fully implemented Health and Safety Plan;

h. All uses and development of the Burdened Property shall be consistent with any applicable soil vapor mitigation measure, LACoFD Order, or Risk Management Plan, each of which is hereby incorporated herein by reference, and including future amendments thereto. All uses and development shall preserve the integrity of any soil vapor mitigation measure installed on the Burdened Property pursuant to the requirements of the LACoFD, unless otherwise expressly permitted in writing by the LACoFD;

i. No Owner or Occupant shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the LACoFD; nor shall the Owner or Occupant permit or engage any third party to do such acts;

j. The Owner and/or Occupant shall notify the LACoFD of each of the following: (1) the type, cause, location and date of any disturbance to any building vapor barrier and/or vapor mitigation measure installed on the Burdened Property pursuant to the requirements of the LACoFD, which could affect the ability of such soil vapor mitigation measure from perform its respective function, and (2) the type and date of repair of such disturbance. Notifications to the LACoFD shall be made by registered mail within ten (10) working days of both the date of discovery of such disturbance and the date of completion of repairs;

k. The Covenantor agrees that the LACoFD, and any persons acting pursuant to LACoFD orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring as provided in Division 7 of the Water Code; and

l. No Owner or Occupant shall act in any manner that threatens or is likely to aggravate or contribute to the existing contaminated conditions of the Burdened Property. All use and development of the Burdened Property shall preserve the integrity of any soil vapor mitigation measures (structure vapor barrier).

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the Restrictions set forth in Paragraph 3.1 above shall be grounds for the LACoFD, by the authority of this Covenant, to require that the Owner or Occupant modify or remove, or cause to be modified or removed, any Improvements constructed in violation of that Paragraph. Violation of this Covenant shall also be grounds for the LACoFD to file civil actions against the Owner or Occupant as provided by law. Nothing in this Covenant shall limit the LACoFD's authority under Division 7 (commencing with section 13000) of the Water Code or other applicable laws.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to all or any portion of the Burdened Property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in the soils under the property, and is subject to a Covenant and Environmental Restriction on Property dated as of _____, 2022, and recorded on _____, 2022, in the Official Records of Los Angeles County, California, as Document No. _____, which Covenant and Environmental Restriction on Property imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE IV VARIANCE, TERMINATION, AND TERM

4.1 Variance. Any Owner or, with the Owner's written consent, any Occupant may apply to the LACoFD for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's written consent, any Occupant may apply to the LACoFD for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with Paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (a) when delivered, if personally delivered to the person being served or an official of a government agency being served, or (b) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested, and addressed to listed on the following page.

If To: "Covenantor"
Prudential Overall Supply
1661 Alton Parkway
Irvine, California 92606

If To: "LACoFD"
Los Angeles County Fire Department Site Mitigation Unit ("LACoFD SMU")
Attention: Acting Site Mitigation Unit Supervisor
5825 Rickenbacker Road
Commerce, California 90040

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined by a court having jurisdiction to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Recordation. This instrument shall be executed by the Covenantor and by the Acting Site Mitigation Unit Supervisor of the LACoFD. This instrument shall be recorded by the Covenantor in the County of Los Angeles within ten (10) days of the date of execution.

5.5 References. All references to Code sections include successor provisions.

5.6 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to preserve and implement the purpose of this instrument and the policies and purposes of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGES]**

Covenantor: Prudential Overall Supply
Print Name: JANA COMER
Signature: Jana Comer
Title: Vice President & Secretary
Date: July 14, 2022

CERTIFICATE OF ACKNOWLEDGMENT

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 Orange

On July 14, 2022 before me, Meghan Warrick, Notary Public
(insert name and title of the officer)

personally appeared Jana Comer,
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 Meghan Warrick (Seal)

Los Angeles County Fire Department Site Mitigation Unit ("LACoFD SMU")

Print Name: Richard Clark

Signature: [Handwritten Signature]

Title: Site Mitigation Unit Supervisor

Date: 7/14/2022

CERTIFICATE OF ACKNOWLEDGMENT

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 July 14, 2022 before me, Meghan Warrick - Notary Public
(insert name and title of the officer)

personally appeared Richard Clark,
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 Meghan Warrick (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE BURDENED PROPERTY

Assessor's Parcel Number(s): 2673-022-038 & 2673-022-048

2673-022-038

TRACT # 1000 LOT COM AT INTERSECTION OF A LINE PARALLEL WITH AND DIST E AT R/A 18 FT FROM W LINE OF LOT 428 WITH A LINE BEARING N 89°39' E FROM A PT IN SD W LINE S THEREON 720 FT FROM NW COR OF SD LOT TH S PARALLEL WITH SD W LINE 200 FT TH N 89°39' E TO W LINE OF SAN DIEGO FRWY TH N THEREON TO A PT N 89°39' E FROM BEG TH S 89°39' W TO BEG PART OF LOT 428

2673-022-048

TRACT NO 1000 0.47 MORE OR LESS AC COM AT INTERSECTION OF E LINE OF HASKELL AVE WITH S LINE OF N 720 FT OF LOT 428 TH N 89°39' E TO W LINE OF SAN DIEGO FRWY TH N THEREON TO A PT N 120 FT AND N 89°39' E FROM BEG TH S 89°39' W 150 FT TH S 1° 06'48" E 104 FT TH S 89°39' W TO SD E LINE TH S TO BEG PART OF LOT 428

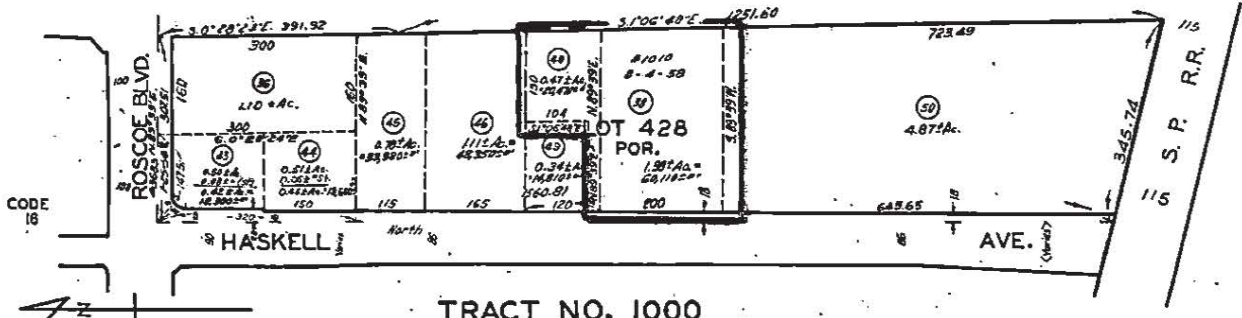
MAP OF BURDENED PROPERTY

2673 22
SCALE 1" = 150'

REVISED
2-12-65 11-8-59
4-3-56
8-14-58
1-13-59
5-15-59
11-29-60
2-18-61
2-19-62
9-16-63 P
4-7-64
5-10-64
T10310308
7909203
780109
93062304021001-25
8310220000001-25

1994

SAN DIEGO E. 140 - 73 FREEWAY



TRACT NO. 1000

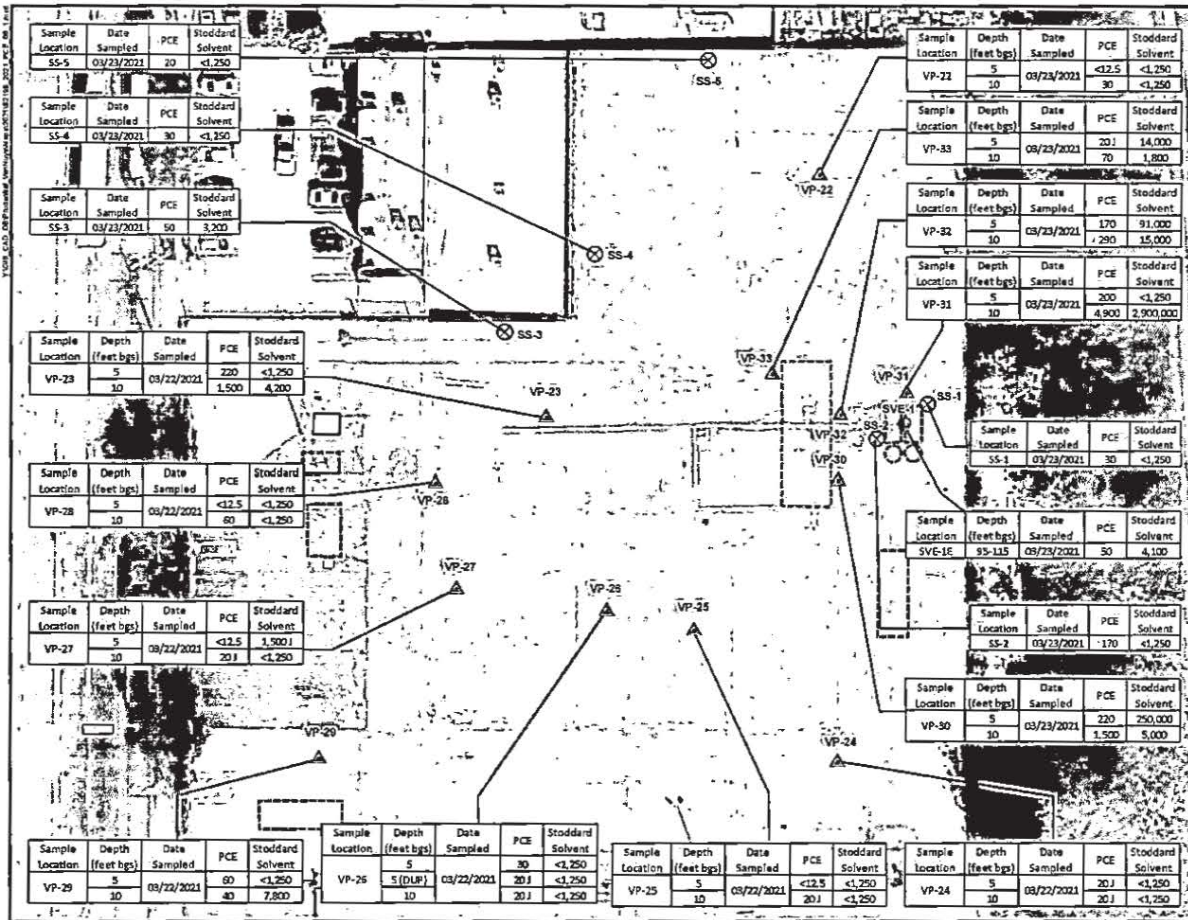
M. B. 19-1-34

FOR PREV. ASSMT. SEE: 1486-6

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

EXHIBIT B

SITE MAP



LEGEND

Sampling Locations:
 ▲ Soil Vapor Probe (2020)
 ▲ Soil Vapor Probe (2018)
 ◆ SVE Well Location
 ⊗ Sub-Slab Vapor Pin

□ SVE System Location
 ◻ Former UST
 ◻ Former AST
 ◻ Former Clarifier or Sump
 ◻ Former Dry Cleaning Area
 ◻ Property Boundary

NOTES

SOURCE:
 Basemap from Google

◻ = Exceeds Published Soil Vapor ESL

N

0 15 30 60
 Feet

EEC ENVIRONMENTAL

Prudential Overall Supply
 8144 Hesperia Ave
 Van Nuys, California

2021 PCE & STODDARD SOLVENT SOIL VAPOR ANALYTICAL RESULTS

Project Number: S-21198.01 File Number: S21198_2021_PCE_06_1

Date: May 18, 2021 Figure: 6

JH JH JH AC