

Recording Requested By:
City of Los Angeles
425 South Palo Verdes Street
San Pedro, California 90733

City of Long Beach
415 W. Ocean Boulevard
Long Beach, California 90802

When Recorded, Mail To:
Susana Arredondo, Executive Officer
California Regional Water Quality Control Board
Los Angeles Region
320 W. 4th Street, Suite 200
Los Angeles, California 90013

COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY

800 SOUTHERLAND

ASSESSOR'S PARCEL NUMBER (APN): 7428-026-943, 7428-026-944, 7428-026-945, 7428-026-946, 7428-026-947, 7428-026-948, 7428-026-949, 7428-026-950, 7428-026-951, 7428-026-952, 7428-026-953, 7428-026-954, 7428-026-955, 7428-026-956, 7428-026-957, 7428-026-958, 7428-026-959, 7428-026-960, 7428-026-961, 7428-026-962, 7428-026-963, 7428-026-964, 7428-026-965, 7428-026-966, 7428-026-967, 7428-026-968.

800 SOUTHERLAND AVENUE, WILMINGTON, CA 90744
LARWQCB SITE CLEANUP PROGRAM NO. 0297

This Covenant and Environmental Restriction on Property ("Covenant") is made as of the [] day of [], 2025 by the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners and the City of Long Beach, a municipal corporation, acting by and through its Board of Harbor Commissioners (collectively, "Covenantor") who are the Owners of record of that certain property identified as APN 7428-026-943, 7428-026-944, 7428-026-945, 7428-026-946, 7428-026-947, 7428-026-948, 7428-026-949, 7428-026-950, 7428-026-951, 7428-026-952, 7428-026-953, 7428-026-954, 7428-026-955, 7428-026-956, 7428-026-957, 7428-026-958, 7428-026-959, 7428-026-960, 7428-026-961, 7428-026-962, 7428-026-963, 7428-026-964, 7428-026-965, 7428-026-966, 7428-026-967, and 7428-026-968 and situated at 800 Southerland Avenue, in the City of Los Angeles, 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 California Regional Water Quality Control Board, Los Angeles Region ("Board"), 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 Board pursuant to Water Code section 13307.1 because the Board 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 and/or groundwater at the Burdened Property.

- B. **Contamination of the Burdened Property.** The soil, soil vapor, and groundwater at the Burdened Property was contaminated by potential releases from the unauthorized storage of hazardous materials conducted by unauthorized occupants. The known contamination originally consisted of inorganic and organic chemicals including total recoverable petroleum hydrocarbons (TRPH), total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs), semi-VOCs, and metals which constitute hazardous materials. By means of removing hazardous material containers and an underground septic tank, and dilution over time, the known contamination has been reduced to a maximum of 2,400 mg/kg of TPH as diesel, 4,300 mg/kg of TPH as motor oil, 60 µg/kg of trichloroethylene (TCE), and 18 mg/kg of arsenic in soil; 610 µg/L of TPH as diesel, 710 µg/L of TPH as motor oil, 2.6 µg/L of cis-1,2-dichloroethene, and 34 µg/L of TCE in groundwater; and 0.988 µg/L of cis-1,2-dichloroethene, 0.554 µg/L of trans-1,2-dichloroethene, 0.486 µg/L of tetrachloroethene (PCE), and 394 µg/L of TCE in soil vapor. The chemical of primary concern has been TCE in groundwater and soil vapor. These results are presented in the 2017 Additional Assessment and 2023 Current Conditions Report. The TCE has been identified in a small area in the southwest corner of the Burdened Property. Most recent investigation reported on August 1, 2024 confirmed with a sample of 0.7 µg/L of TCE in groundwater collected on Southerland Boulevard near southwest corner.
- C. **Exposure Pathways.** The contaminants addressed in this Covenant are present in the soil, soil vapor, and groundwater at the Burdened Property. Without mitigation measures on the Burdened Property, exposure to these contaminants could take place via direct contact, resulting in dermal contact, inhalation, or ingestion by humans. The risk of public exposure to the contaminants has been substantially lessened by natural attenuation.
- D. **Land Uses and Population Potentially Affected.** The Burdened Property is used for railroad purposes and is adjacent to other commercial and industrial land uses.
- E. **Disclosure and Sampling.** Disclosure of the presence of hazardous materials on the Burdened Property has been made to the Board 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 Board, 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 Board 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 Board.
- 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 Board 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 Board 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. **Board.** "Board" shall mean the California Regional Water Quality Control Board, Los Angeles Region 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.

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. No Owner or Occupant shall conduct or permit any excavation work on the Burdened Property, unless expressly permitted in writing by the Board. Future excavation work on the Burdened Property shall be conducted in accordance with a Soil Management Plan that will be prepared and approved by the Board. 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 and in accordance with a Soil Management Plan that will be prepared and approved by the Board;
- h. 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 Board; nor shall the Owner or Occupant permit or engage any third party to do such acts;
- i. The Covenantor agrees that the Board, and any persons acting pursuant to Board 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
- j. 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.

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 Board, 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 Board to file civil actions against the Owner or Occupant as provided by law. Nothing in this Covenant shall limit the Board'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 and/or groundwater under the property, and is subject to a Covenant and Environmental Restriction on Property dated as of [], 2025, and recorded on [], 2025, 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 Board 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 Board 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:

If To: "Covenantor"
City of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90733

City of Long Beach, Harbor Department
P.O. Box 570
Long Beach, California 90801
Attn: Director of Environmental Planning

If To: "Board"

California Regional Water Quality Control Board
Los Angeles Region
Attention: Executive Officer
320 W. 4th Street, Suite 200

Los Angeles, California 90013

- 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 Executive Officer of the Board. 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: City of Long Beach, a municipal corporation, acting by and through its Board of Harbor Commissioners

Print Name: _____

Signature: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWN MCINTOSH, City Attorney

By: _____
Thomas Y. Oh, Deputy

Date: _____

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 _____ before me,

(insert name and title of the officer)

personally appeared, _____ 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)

Covenantor:

Print Name: _____

Signature: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

Oct. 23 2025

HYDEE FELDSTEIN SOTO, City Attorney

By  Deputy City Attorney

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 _____ before me,

(insert name and title of the officer)

personally appeared, _____ 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)

California Regional Water Quality Control Board, Los Angeles Region

Print Name: Susana Arredondo

Signature: 

Title: Executive Officer

Date: 7/11/2025

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

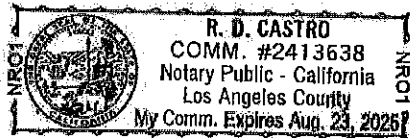
On July 11th, 2025 before me,


R.D. CASTRO - NOTARY PUBLIC
(insert name and title of the officer)

personally appeared, SUSANA ARREDONDO 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)

EXHIBIT A

LEGAL DESCRIPTION OF THE BURDENED PROPERTY

[INSERT LEGAL DESCRIPTION OF BURDENED PROPERTY. THE OWNER WILL NEED TO PROVIDE THIS.]

Assessor's Parcel Number(s): ASSESSOR'S PARCEL NUMBER (APN): 7428-026-943, 7428-026-944, 7428-026-945, 7428-026-946, 7428-026-947, 7428-026-948, 7428-026-949, 7428-026-950, 7428-026-951, 7428-026-952, 7428-026-953, 7428-026-954, 7428-026-955, 7428-026-956, 7428-026-957, 7428-026-958, 7428-026-959, 7428-026-960, 7428-026-961, 7428-026-962, 7428-026-963, 7428-026-964, 7428-026-965, 7428-026-966, 7428-026-967, 7428-026-968

PARCEL

LEGAL DESCRIPTION

EXHIBIT 'A'

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THAT PORTION OF PARCEL HF-460 THEREOF LYING SOUTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF THAT STRIP OF LAND, 60 FEET WIDE, IN RANCHO SAN PEDRO, DESIGNATED AS "PACIFIC ELECTRIC RAILWAY RIGHT OF WAY" ON MAP OF TRACT NO. 2016, M.B. 27/16-18, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON RECORD OF SURVEY, FILED IN BOOK 164 PAGE 51 THROUGH 60, OF SAID COUNTY.

CONTAINING 50,623 SQUARE FEET.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS OF WAY, AND OTHER MATTERS OF RECORDS, IF ANY.

THIS DESCRIPTION HAS BEEN PREPARED UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

Marcelino Miller 5/27/25

MARCELINO MILLER, P.L.S. 9204



EXHIBIT B
MAP OF THE BURDENED PROPERTY

[INSERT MAP OF BURDENED PROPERTY. TYPICALLY, THIS IS THE COUNTY'S ASSESSOR MAP WITH A BORDER AND REFERENCE TO THE PROPERTY]

