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Recorder's Office; Los Angeles County,  
California

Fee: 0.00  
Tax: 0.00  
Other: 0.00  

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Total: 0.00

12/21/07 AT 03:55PM

1500100 200712210030093 Counter

TITLE(S) :

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LEAD SHEET

**RECEIVED**

FEB 28 2008

DEPARTMENT OF TOXIC SUBSTANCES CONTROL  
Southern California Permitting  
& Corrective Action Branch

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

2

RECORDING REQUESTED BY:

Community Development Commission for  
the City of West Covina  
1444 West Garvey Avenue  
West Covina, CA 91793

WHEN RECORDED MAIL TO:

Department of Toxic Substances Control  
P.O. Box 806  
Sacramento, CA 95814  
Attn:Deputy Director, Hazardous  
Waste Management Division

With a copy to:

Community Development Commission for  
the City of West Covina  
1444 West Garvey Avenue  
West Covina, CA 91793



(Space above this line for Recorder's use)

AMENDMENT TO ENVIRONMENTAL  
RESTRICTION COVENANT AND AGREEMENT  
TO RESTRICT USE OF PROPERTY (Parcel 10)

This Amendment to the Covenant and Agreement ("Amendment") is made as of the 5th day of November, 2007 by the Community Development Commission for the City of West Covina, successor-in-interest to the Redevelopment Agency of the City of West Covina (the "Agency"), the owner of record of certain property situated in Los Angeles County, State of California, by the City of West Covina (the "City"), and by the Department of Toxic Substances Control ("DSTC");

RECITALS

- A. BKK Corporation is the previous owner of that property formerly known as Parcel 1 ("Parcel 1"). ~~Parcel 1 consisted of 101.98 acres to the east of Azusa Avenue~~ and was originally depicted on Parcel Map 24585 of the Parcel Maps, in the office of the County Recorder of Los Angeles County. A copy of Parcel Map 24585 is attached hereto as "Exhibit A-1," and incorporated by reference. On the 17th day of April, 2001, BKK Corporation entered into that certain Covenant and Agreement to Restrict Use of Property ("Covenant") with the City and DTSC, which Covenant was recorded on May 29, 2001 in the Official Records of Los

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Angeles County, California, as Instrument No. 010919542. (Consistent with the Covenant, BKK Corporation is hereafter referred to as "Covenantor.");

- B. Pursuant to Section 2.1 of the Covenant, the United States Environmental Protection Agency ("EPA") is the third party beneficiary of the Covenant with respect to matters within EPA's jurisdiction;
- C. On June 27, 2002, the Agency purchased Parcel 1 from Covenantor;
- D. Since the Covenant was recorded, Parcel 1 has been further subdivided by the Agency into 17 separate parcels (now numbered parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, A, B, C, and E) by Parcel Map 60193 in the City of West Covina, filed on December 29, 2005 and recorded with the Los Angeles County Registrar-Recorder County Clerk as Document Number 05-322 1447, in Book 336, Pages 93 through 100. (The new parcel 1 is hereafter referred to as "New Parcel 1", while the original 101.98 acre Parcel 1 continues to be referred to as "Parcel 1.") A copy of Parcel Map 60193 is attached hereto as "Exhibit B." One of the newly created parcels as a result of this further subdivision is now known as Parcel 10;
- E. All parties to the Covenant, including the third party beneficiary(ies), desire to amend certain provisions of the Covenant relating to the Recitals, Definitions, and Restrictions on Use of the Property based on the fact that Parcel 1 has been further subdivided since the Covenant was first recorded, and the parties' agreement to lift the restriction on parks and playgrounds only on the parcel now known as Parcel 10, on which the "Big League Dreams Sports Park" is planned to be situated;
- F. This Amendment is made solely with respect to the portion of Parcel 1 now known as Parcel 10. No changes are being made with respect to the Covenant and Agreement as it applies to any of the other 16 separate parcels that are also each a portion of Parcel 1, (i.e., New Parcel 1 and parcels 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, A, B, C and E).
- G. Notwithstanding anything to the contrary contained herein, the City, Agency, EPA and DTSC agree that nothing herein shall be construed as modifying Covenantor's (i.e., BKK Corporation's) obligations under Section 3.1.1 of the Covenant.
- H. The proposed amendments to the Recitals, Definitions and Restrictions on Use of the Property do not amend any of the statutory prohibitions in Section 25232 of the California Health and Safety Code.

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

- 1. Section 1 of the Covenant, as it applies solely with respect to Parcel 10, is hereby amended by the addition of the following:

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"1.21 Agency. "Agency" means the Community Development Commission for the City of West Covina, successor-in-interest to the Redevelopment Agency of the City of West Covina."

"1.22 Parcel 10. "Parcel 10" consists of 27.145 acres to the east of Azusa Avenue, as depicted on Parcel Map 60193, in the City of West Covina, as per the map filed in book 336, pages 93 through 100, of the Parcel Maps, in the office of the County Recorder of Los Angeles County."

2. Section A of the Recitals to the Covenant, as it applies solely with respect to Parcel 10, is hereby amended to read as follows:

"A. In April of 2001, Covenantor was the owner of record of certain real property situated in Los Angeles County, State of California, which property for the purposes of development was divided by Covenantor into three separate parcels. The Agency purchased Parcel 1 from Covenantor on June 27, 2002. Parcel 1 was further subdivided by the Agency pursuant to Parcel Map No. 60193 into 17 separate parcels, including a new "parcel 1" (hereafter, "New Parcel 1"). Notwithstanding the acquisition of the original Parcel 1 (hereafter, "Parcel 1") by the Agency, and the subsequent further subdivision into 17 separate parcels by the Agency, the Covenant remains applicable to all parcels originally contained in Parcel 1, as reflected in the Parcel Map 24585 attached as Exhibit "A-1" (attached hereto and incorporated herein by this reference). (The subsequent subdivision of Parcel 1 into 17 separate parcels is reflected on Parcel Map No. 60193 attached hereto as Exhibit "B," also incorporated herein by this reference). Parcel 1 consists of 101.198 acres, a portion of which is adjacent to Azusa Avenue. A portion of the southerly 31.198 acres of Parcel 1, referred to as Area D, was used for disposal of municipal solid waste, industrial waste and construction debris and ancillary facilities. The City, pursuant to a work plan approved by EPA and dated November 13, 2005, remediated and removed soil contaminated above EPA standards from Area D. Parcel 1 is adjacent to and generally to the west of Parcel 3 on Parcel Map 24585, portions of which contain the former Class I hazardous waste disposal landfill (the "Class I Landfill") and Class III municipal solid waste disposal landfill (the "Class III Landfill"). The Class I and Class III Landfills are subject to various statutory and regulatory requirements. The Site (as defined herein), of which Parcels 1 and 3 are part, is subject to Corrective Action (as defined herein), post closure requirements, and will be subject to the Post Closure Permit (as defined herein), if and when it becomes effective. A more detailed factual background of the Site is set forth in Section IV of the Order (as defined herein), a copy of which is attached hereto as Exhibit "A-3".

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3. Section 1.13 of the Covenant, as it applies solely with respect to Parcel 10, is hereby amended to read as follows:

"1.13 Owner shall mean any person or entity that holds title to all or any portion of Parcel 1, (i.e., New Parcel 1 and/or parcels 2 -13, A, B, C, and E, (including Parcel 10), as depicted on Map 60193), or any person or entity which has hereafter acquired any interest whatsoever, whether present or future, joint or individual, possessor or non-possessory, legal or equitable and whether acquired by conveyance or by operation of law, except that a holder of a security interest shall not be deemed an "Owner" until such security interest has been fully perfected by foreclosure or by voluntary acceptance of the fee interest.

4. Section 3.1(a) of the Covenant, as it applies solely with respect to Parcel 10, is hereby amended to read as follows:

"(a) (i) Owner shall not initiate any construction or placement of a building or structure on the Parcel 10, as depicted on Parcel Map 60193, which is intended for use as any of the following, or allow the new use of any existing structure for the purpose of serving as any of the following:

- (1) A residence, including any mobile home or factory built housing constructed or installed for use as permanently occupied human habitation:
- (2) A hospital for humans;
- (3) A school for person under 21 years of age;
- (4) A day care center for children;or,
- (5) Any permanently occupied human habitation.

6. Section 3.2 of the Covenant, as it applies solely with respect to Parcel 10, is hereby amended to read as follows:

"3.2 Notice in Agreements.

(a) Owner shall give notice of these Restrictions to all Occupants and subsequent Owners of any portion of Parcel 10, as depicted on Parcel Map 60193, by inclusion or exhibit in grant deed restrictions, purchase agreements, covenants, conditions and restrictions, leases or subleases, or rental agreements of the following statement:

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"The property [or premises] described herein is adjacent to property that contains hazardous waste and is subject to an environmental restriction and covenant to restrict use which, among other things, prohibits the following uses:

- (1) A residence, including any mobile home or factory built housing constructed or installed for use as permanently occupied human habitation:
- (2) A hospital for humans;
- (3) A school for person under 21 years of age;
- (4) A day care center for children; or,
- (5) Any permanently occupied human habitation.

The environmental restriction and covenant to restrict use is in favor of the City of West Covina, Department of Toxic Substances Control, and the U.S. Environmental Protection Agency as a third party beneficiary. This statement is not a declaration that a hazard exists."

7. The Covenant, as it applies solely with respect to Parcel 10, is hereby amended to include the attachment labeled "Exhibit B," Parcel Map No. 60193 (a true and correct copy of which is attached hereto as Exhibit B).

8. This instrument shall be recorded by the Agency in the Official Records of the County of Los Angeles.

8. This Amendment may be executed and acknowledged in counterparts, each of which shall be an original and all of which when taken together shall be deemed one and the same instrument.

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

THE COMMUNITY DEVELOPMENT COMMISSION FOR  
THE CITY OF WEST COVINA, successor-in-interest to THE  
REDEVELOPMENT AGENCY OF THE CITY OF WEST  
COVINA

//original signed by//

[Signature] \_\_\_\_\_  
Print Name Andrew G. Pasmant  
Title CDC Executive Director

1

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

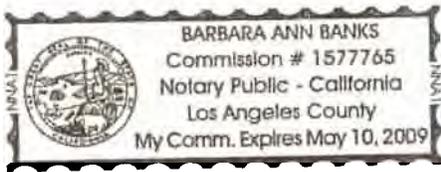
On November 28, 2007 before me, Barbara Ann Banks, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Andrew G. Pasmant, CDC Executive Director  
Name(s) of Signer(s)

personally known to me

(or 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.



WITNESS my hand and official seal.

//original signed by//

Place Notary Seal Above

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

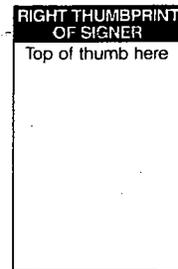
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



CITY OF WEST COVINA

[Signature]

*AG Pasmant*

Print Name Andrew G. Pasmant

Title City Manager

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

[Signature]

Print Name

Title

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

}  
} S.S.

On \_\_\_\_\_ before me, \_\_\_\_\_ a Notary Public/County Clerk for said County and State, personally appeared \_\_\_\_\_ personally know to me (or 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.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

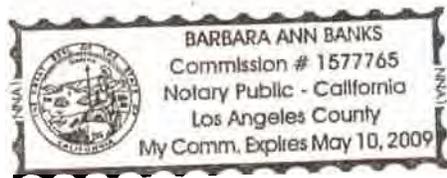
County of Los Angeles

On November 28, 2007 before me, Barbara Ann Banks, Notary Public

personally appeared Andrew Co. Pasmant, West Covina City Manager

- personally known to me
- (or 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.



Place Notary Seal Above

WITNESS my hand and official seal:

*Barbara Ann Banks*  
Signature of Notary Public

## OPTIONAL

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### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

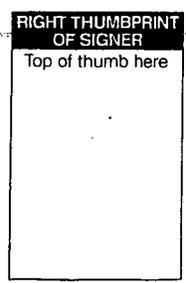
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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CITY OF WEST COVINA

[Signature] \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

[Signature] \_\_\_\_\_ //original signed by//  
Print Name V. J. BSEKOU  
Title Branch Chief

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

}  
} S.S.

On Dec 5-2007 before me, Mania Badmagrian Notary Public/County Clerk for said County and State, personally appeared Jose Jose personally know to me (or 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.

WITNESS my hand and official seal.

//original signed by//

Signature \_\_\_\_\_

