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(213) 202-2633 FAX (213) 202-2614

December 16, 2021

Honorable City Council  
City of Los Angeles  
c/o: Office of the City Clerk  
City Hall, Room 395

Honorable Members of the City Council:

Subject:

Chatsworth Park South – Land Use Covenant and Agreement –Environmental Restrictions with California Department of Toxic Substances Control (DTSC); Consideration of Initial Study/Mitigated Negative Declaration Approved on June 5, 2013

Recommendation for Council Action:

The Board of Recreation and Park Commissioners (Board) respectfully requests City Council approve a proposed Land Use Covenant and Agreement – Environmental Restrictions (LUC), substantially in the form on file in the Board of Recreation and Park Commissioners (Board) Office and attached hereto as Attachment 1, between the California Department of Toxic Substances Control (DTSC) and the Department of Recreation and Parks (RAP), regarding environmental restrictions on the use of an approximately twenty-one (21) acre remediated and redeveloped area of Chatsworth Park South; as further detailed in attached Report No. 21-214.

Background:

Chatsworth Park South is a seventy-three (73) acre park located at 22360 Devonshire Street, in the Chatsworth community area of the city of Los Angeles (Attachment 2). On February 14, 2008, Chatsworth Park South was closed to the public due to suspected lead and other contaminants from a former skeet and trap firing range on the park property prior to acquisition by RAP in 1966. The contamination was subsequently substantiated by a required Preliminary Endangerment Assessment (PEA) performed by RAP under a Voluntary Cleanup Agreement (VCA) with the local office of the California Department of Toxic Substances Control (DTSC)..

Based on the results of the PEA, RAP prepared a Remedial Action Plan for submittal to DTSC that established cleanup goals, and evaluated various remediation methods. The two (2) main remedial action alternatives considered were: the removal, disposal and replacement of the contaminated soil, and capping of contaminated soil in place with an engineered cap. The capping alternative was designated as the preferred alternative for the most cost-effective



method of cleanup.

On June 5, 2013, the Board approved the Preferred Alternative (Alternative 3) of the Chatsworth Park South Remedial Action Plan (Report No. 13-155). Alternative 3, the Capping Alternative, included the capping of contaminated soil in place with an engineered cap.

On July 9, 2014, the Board approved the final plans for the Chatsworth Park South - Remedial Action Plan (Report No. 14-192). On November 19, 2014, the Board approved the revised final plans and specifications for the Chatsworth Park South-Rehabilitation Project (PRJ20361) (W.O. # E170331F) (Report No. 14-286). On June 18, 2015, the Board awarded Contract No. 3528 to American Integrated Services, Inc. (Report No. 15-141). The scope of work included the remediation of lead contamination and redevelopment of park and recreational amenities on an approximately twenty-one (21) acre area of the park.

The remediation and redevelopment of the approximately twenty-one (21) acre area of the park included the demolition of the existing hardscapes and irrigation systems; grubbing of the existing terrain and removal of tree stumps; removal of lead pellets and surface soil within one (1) inch to three (3) inches of existing terrain by vacuum and handpicking in the rocky outcropping of the remedial area; and grading and construction of a one (1) foot engineered remedial cap, four (4) detention basins, and interconnecting bio-swales; construction of outdoor park improvements including decomposed granite walking paths, metal barrier gates, concrete curbs, asphalt paving, drinking fountains; relocation of security camera pole; removal and replacement of wood deck bridge; relocation of traffic signage; parking lot improvements; perimeter fencing; and landscaping and irrigation.

Fiscal Impact Statement:

It is anticipated that there will be a fiscal impact to RAP's General Fund, associated with costs related to DTSC's oversight of the environmental restrictions of the LUC. The fiscal impact to RAP's General Fund for the period from July 1, 2021 to June 30, 2022 is estimated at five thousand six hundred thirty-four dollars (\$5,634.00). For each subsequent annual period, it is anticipated that there will be small incremental increases in the amount.

If you have any questions with regard to this matter, please contact Mr. Darryl Ford, Superintendent, Planning, Maintenance & Construction Branch at (213) 202-2607.

Very truly yours,

BOARD OF RECREATION AND  
PARK COMMISSIONERS

TAKISHA SARDIN  
Acting Commission Executive  
Assistant II

Attachments: Board Report No. 21-214

Honorable Mayor Garcetti and Honorable City Council  
December 16, 2021  
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cc: Darryl Ford, Superintendent, Planning, Maintenance & Construction Branch

# APPROVED

DEC16 2021

## BOARD OF RECREATION AND PARK COMMISSIONERS

### BOARD REPORT

NO. 21-214

DATE December 16, 2021

C.D. 12

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CHATSWORTH PARK SOUTH – LAND USE COVENANT AND AGREEMENT – ENVIRONMENTAL RESTRICTIONS WITH CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL (DTSC); CONSIDERATION OF INITIAL STUDY/MITIGATED NEGATIVE DECLARATION APPROVED ON JUNE 5, 2013

AP Diaz	_____	M. Rudnick	_____
H. Fujita	_____	<i>for</i> C. Santo Domingo	<i>DF</i> _____
J. Kim	_____	N. Williams	_____

  
General Manager

Approved X Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

### RECOMMENDATIONS

1. Approve a proposed Land Use Covenant and Agreement – Environmental Restrictions (LUC), substantially in the form on file in the Board of Recreation and Park Commissioners (Board) Office and attached hereto as Attachment 1, between the California Department of Toxic Substances Control (DTSC) and the Department of Recreation and Parks (RAP), regarding environmental restrictions on the use of an approximately twenty-one (21) acre remediated and redeveloped area of Chatsworth Park South, subject to the approval of the City Attorney as to form;
2. Direct the Board Secretary, upon the Board's approval, to forward the proposed LUC to the City Council for approval;
3. Authorize RAP's General Manager to execute the proposed LUC, upon receipt of the necessary approvals;
4. Direct the Board Secretary to transmit the LUC to DTSC and when executed, record the LUC with the Los Angeles County Registrar/Recorder's Office;
5. Authorize RAP staff to make technical corrections to carry out the intent of this Report.

### SUMMARY

Chatsworth Park South is a seventy-three (73) acre park located at 22360 Devonshire Street, in the Chatsworth community area of the city of Los Angeles (Attachment 2). On February 14, 2008, Chatsworth Park South was closed to the public due to suspected lead and other contaminants from a former skeet and trap firing range on the park property prior to acquisition

## BOARD REPORT

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by RAP in 1966. The contamination was subsequently substantiated by a required Preliminary Endangerment Assessment (PEA) performed by RAP under a Voluntary Cleanup Agreement (VCA) with the local office of the California Department of Toxic Substances Control (DTSC).

Based on the results of the PEA, RAP prepared a Remedial Action Plan for submittal to DTSC that established cleanup goals, and evaluated various remediation methods. The two (2) main remedial action alternatives considered were: the removal, disposal and replacement of the contaminated soil, and capping of contaminated soil in place with an engineered cap. The capping alternative was designated as the preferred alternative for the most cost-effective method of cleanup.

On June 5, 2013, the Board approved the Preferred Alternative (Alternative 3) of the Chatsworth Park South Remedial Action Plan (Report No. 13-155). Alternative 3, the Capping Alternative, included the capping of contaminated soil in place with an engineered cap.

On July 9, 2014, the Board approved the final plans for the Chatsworth Park South - Remedial Action Plan (Report No. 14-192). On November 19, 2014, the Board approved the revised final plans and specifications for the Chatsworth Park South-Rehabilitation Project (PRJ20361) (W.O. # E170331F) (Report No. 14-286). On June 18, 2015, the Board awarded Contract No. 3528 to American Integrated Services, Inc. (Report No. 15-141). The scope of work included the remediation of lead contamination and redevelopment of park and recreational amenities on an approximately twenty-one (21) acre area of the park.

The remediation and redevelopment of the approximately twenty-one (21) acre area of the park included the demolition of the existing hardscapes and irrigation systems; grubbing of the existing terrain and removal of tree stumps; removal of lead pellets and surface soil within one (1) inch to three (3) inches of existing terrain by vacuum and handpicking in the rocky outcropping of the remedial area; and grading and construction of a one (1) foot engineered remedial cap, four (4) detention basins, and interconnecting bio-swales; construction of outdoor park improvements including decomposed granite walking paths, metal barrier gates, concrete curbs, asphalt paving, drinking fountains; relocation of security camera pole; removal and replacement of wood deck bridge; relocation of traffic signage; parking lot improvements; perimeter fencing; and landscaping and irrigation.

### Land Use Covenant and Agreement – Environmental Restrictions

DTSC, the agency responsible for review and oversight, as part of their remedy for the approximately twenty-one (21) acre area of the park that was remediated and redeveloped, has required that RAP enter into a Land Use Covenant and Agreement – Environmental Restrictions (LUC). According to DTSC, the park as remediated and when used in compliance with the environmental restrictions of the LUC, does not present an unacceptable risk to the present and future human health or safety or the environment. The LUC provides for environmental restrictions on the use and activities at the remediated and redeveloped area of the park. The intent of the LUC is to limit the potential for future exposure of receptors to the materials beneath the engineered surface cap by controlling and limiting future excavation, routine

## BOARD REPORT

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maintenance and any other disturbances to the cap, such that the property continues to protect human health and the environment. In addition, the LUC would restrict residential and child care center use and other sensitive land uses at the property. The LUC would run with the land and be binding upon all owners. Further, the LUC provides for RAP's inspection, notification and reporting requirements to DTSC and allows DTSC to conduct necessary oversight activities related to compliance with the environmental restrictions of the LUC. RAP would be responsible for DTSC's costs associated with its oversight activities. For the period from July 1, 2021 to June 30, 2022, DTSC's costs are estimated at five thousand six hundred thirty-four dollars (\$5,634.00).

### TREES AND SHADE

No trees or shade will be affected by the actions in this Report.

### ENVIRONMENTAL IMPACT

On June 5, 2013 the Board approved the remedial action plan for Chatsworth Park South and adopted an Initial Study Mitigated Negative Declaration (IS/MND) for the project. A Notice of Determination was filed on June 6, 2013. The environmental impact analysis of the actions included in the proposed Land Use Covenant and Agreement was included in the IS/MND.

California Code of Regulation (CCR) Section 15162 states that unless one or more of the following events occur, no subsequent or supplemental negative declaration is required by the lead agency or by any responsible agency:

1. Substantial changes in the project which will require major revisions of the previous negative declaration are proposed;
2. Substantial changes occur with respect to the circumstances under which the project is being undertaken that will require major revisions in the negative declaration; and,
3. Previously unknown new information at the time of the adoption of the negative declaration as complete becomes available.

RAP staff found that:

1. The proposed Project will not involve substantial changes in the project scope requiring major revisions in the previous IS/MND due new-significant environmental effects, or an increase in the severity of previously identified significant effects;
2. The circumstances under which the Project is undertaken will not require revisions of the previous IS/MND due new significant environmental effects or an increase in the severity of previously identified significant effects;

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3. There is no new information of substantial importance showing new significant environmental effects not discussed in the previous IS/MND, or an increase in the severity of previously examined significant effects;

4. There are no mitigation measures or alternatives to the project considerably different from those analyzed in the previous IS/MND that would substantially reduce one or more significant effects on the environment, but not adopted with the previous IS/MND.

Based on these findings, RAP Staff finds that no new CEQA action is required.

### FISCAL IMPACT

It is anticipated that there will be a fiscal impact to RAP's General Fund, associated with costs related to DTSC's oversight of the environmental restrictions of the LUC. The fiscal impact to RAP's General Fund for the period from July 1, 2021 to June 30, 2022 is estimated at five thousand six hundred thirty-four dollars (\$5,634.00). For each subsequent annual period, it is anticipated that there will be small incremental increases in the amount.

### STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:

**Goal No. 1:** Provide Safe and Accessible Parks

**Outcome No. 2:** All parks are safe and welcoming

**Result:** RAP's continued coordination with DTSC will help safeguard the park so that it continues to remain safe for visitors and the environment.

This Report was prepared by Ian Kim, Management Analyst, Planning, Maintenance and Construction Branch.

### LIST OF ATTACHMENTS

- 1) Attachment 1 – Land Use Covenant and Agreement – Environmental Restrictions
- 2) Attachment 2 – Map of Chatsworth Park South

RECORDING REQUESTED BY:

City of Los Angeles  
Department of Recreation and Parks  
221 N. Figueroa Street, Suite 400  
Los Angeles, California 90071  
Attention: Michael A. Shull

**WHEN RECORDED, MAIL TO:**

Department of Toxic Substances Control  
9211 Oakdale Avenue  
Chatsworth, California 91311  
Attention: Haissam Y. Salloum, P.E.  
Branch Chief

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## LAND USE COVENANT AND AGREEMENT

### ENVIRONMENTAL RESTRICTIONS

County of Los Angeles, Assessor Parcel Number: 2723-010-904  
Chatsworth Park South  
DTSC Site Code 301384

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This Land Use Covenant and Agreement ("Covenant") is made by and between City of Los Angeles Department of Recreation and Parks (the "Covenantor"), the current owner of property located at 22360 Devonshire Street, Chatsworth (City of Los Angeles), in the County of Los Angeles, State of California (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 the Department hereby agree that, pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5, the use of the Property be restricted



as set forth in this Covenant and that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

## ARTICLE I

### STATEMENT OF FACTS

1.1. Property Location. The Property that is subject to this Covenant, totaling approximately 72 acres, is more particularly described in the attached Exhibit A, "Legal Description", and depicted in Exhibits B. and C, showing the Remediation Area, and Property Map, respectively. The Property is located in the area now generally bounded by residential housing which abuts the Property boundary to the east, undeveloped hillside terrain borders the Property to the north, west, and south. The Santa Susana Pass State Historic Park borders the Property to the north, south, and west. Various recreational trails for pedestrians, hikers, and equestrian use surround the level park facility areas. A railroad right-of-way is adjacent to the north. The Property is also identified as County of Los Angeles, Assessor Parcel Number 2723-010-904.

Of the total Property area, approximately 21 acres have been developed with recreational facilities represent the Remediation Area to which this Land Use Covenant applies, as shown in Exhibit B. These facilities include a 10,000-square foot recreation building, an adjoining fenced children's play area, parking lots, sand pit play area, two tennis courts, a basketball court, and landscaped fields. Historically, a portion of the Property was used as a former Small Arms Firing Range (SAFR). A portion of the Property shown in Exhibit B is referred to as the "Capped Area". The Capped Area is located in the southern portion of Chatsworth Park South and includes Areas B, C, D, F, G, H, I, J, K, L, M and N. Areas A (Oak Grove) and E (Rocky Outcrop Area) are fenced in areas and not capped. The other remedial features on the Property include the drainage features and sprinkler system described further below.

1.2. Remediation of Property. This Property has been investigated and/or remediated under the Department's oversight. The operation of the SAFR resulted in wide surficial spreading of lead shot and clay pigeon debris containing elevated polycyclic aromatic hydrocarbons (PAHs). The City of LA acquired the property in 1973 and developed the park area with recreational improvements. The grading activities at

the Site were associated with the leveling of the former SAFR area, planting of trees, soil removal and compaction for development of the existing recreation building, and preparation for a parking area, play areas, a basketball court, and tennis courts. The Department approved a Remedial Action Plan on July 23, 2013, in accordance with Health and Safety Code, division 20, chapter 6.8.

The remediation activities conducted at the Property include installation of an engineered surface cap. Hazardous substances, including lead up to 10,000 mg/kg and polycyclic aromatic hydrocarbons (PAHs) up to 8,000 mg/kg, remain at the Property above levels acceptable for unrestricted land use. The remedial features on the Property include the following components:

- A 1-foot engineered surface cap constructed over the soils containing hazardous substances in all areas except Areas A and E (Exhibit B). From the top down, the cap consists of 10 inches of top soil to support turf, grass, and shrub growth, 2 inches of aggregate base to provide a wear-resistant foundation layer and to allow drainage, and a layer of geogrid (with 1-inch triangular mesh) to curtail burrowing animals from disturbing the cap. A sprinkler system distribution piping was installed on top of the geogrid placed over the compacted base native soil prior to placement of the aggregate base.
- Drainage features are incorporated as part of the remediation to control runoff from upslope areas and to protect the cap from erosion (as depicted in Exhibit C). Drainage features are included along the perimeter of the Capped Area and the interior bioswales will discharge into a set of four detentions. The basins are fenced off and accessible only by maintenance staff.
- Area A (an oak grove) has fencing installed around it to protect their heritage status (Exhibit B). Area E (Rocky Outcrop Area) that was impacted by lead pellets was remediated by grubbing, scouring and recovering lead pellets for offsite disposal to a permitted facility and is also fenced off.
- To mitigate the loss of trees associated with surface cap installation, approximately 4 acres of replacement tree groves (approximately 335 replacement trees) were planted.
- The portion of the Property outside of Areas A through N was fenced to restrict

public access (Exhibit C). These areas include steep terrain and were not included in the cap remediation.

1.3. Basis for Environmental Restrictions. As a result of the presence of hazardous substances, which are also hazardous materials as defined in Health and Safety Code section 25260, at the Property, the Department has concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as part of the Department-approved remedy for the Property. The Department has also concluded that the Property, as remediated and when used in compliance with the Environmental Restrictions of this Covenant, does not present an unacceptable risk to present and future human health or safety or the environment.

## ARTICLE II

### DEFINITIONS

2.1. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.2. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions as set forth in this Covenant.

2.3. Improvements. "Improvements" includes, but is not limited to buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.4. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.5. Occupant. "Occupant" or "Occupants" means Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.6. Owner. "Owner" or "Owners" means the Covenantor, and any successor in interest including any heir and assignee, who at any time holds title to all or any portion of the Property.

2.7. Remedial System. "Remedial System" is described in Section 1.2 and includes the cap and the associated components including the sprinkler system and the

drainage system and the fenced areas that are intended to protect the public.

### ARTICLE III GENERAL PROVISIONS

3.1. 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 Civil Code section 1471 and Health and Safety Code Section 25355.5; (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.

3.2. Binding upon Owners/Occupants. This Covenant: (a) binds all Owners of the Property, their heirs, successors, and assignees; and (b) the agents, employees, and lessees of the Owners and 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; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

3.3. 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.

3.4. Conveyance of Property. The Owner and new Owner shall provide Notice to the Department not later than 30 calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The 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(s) noted on page one. If the new Owner's property has been assigned a different Assessor Parcel Number, each such Assessor Parcel Number 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 or by administrative order.

3.5. Costs of Administering the Covenant to Be Paid by Owner. The Department has already incurred and will in the future incur costs associated with 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, implementing and enforcing this Covenant.

#### ARTICLE IV RESTRICTIONS AND REQUIREMENTS

4.1. Prohibited Uses. The Property shall not be used for any of the following purposes without prior written approval by the Department:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 18 years of age.
- (d) A day care center for children.

4.2. Soil Management. Soil management activities at the Property are subject to the following requirements in addition to any other applicable Environmental Restrictions:

- (a) No activities that will disturb the Capped Area (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be allowed at the Property without a Soil Management Plan pre-approved by the Department in writing.
- (b) Any soil brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

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

- (a) Drilling for any water, oil, or gas without prior written approval by the Department.
- (b) Extraction or removal of groundwater without a Groundwater Management Plan pre-approved by the Department in writing.
- (c) Activity that may alter, interfere with, or otherwise affect the integrity or effectiveness of the cap or other remedial features (e.g. drainage features, fencing around prohibited areas) required for the Property without prior written approval of the Department.

4.4. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, investigation, remediation, monitoring, and other activities as deemed necessary by the Department in order to protect human health or safety or the environment.

4.5. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the operation and maintenance activities, if any, shall have reasonable right of entry and access to the Property for the purpose of implementing such operation and maintenance activities until the Department determines that no further operation and maintenance activity is required.

4.6. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant and shall submit an annual inspection report to the Department for its approval by July 30<sup>th</sup> of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations that were the basis for the statements and conclusions in the annual inspection report were performed (e.g., drive by, fly over, walk in, etc.). If any violation is noted, the annual inspection report must detail the steps taken to correct the violation and return to compliance. If the Owner identifies any violations of this Covenant during the annual inspection or at any other time, the Owner must within 10 calendar days of identifying the violation: (a) determine the identity of the party in violation; (b) send a letter advising the party of the violation of the Covenant; and (c)

demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 calendar days of its original transmission.

4.7. Five-Year Review: In addition to the annual reviews noted above, after a period of five (5) years from April 30, 2020 and every five (5) years thereafter, Owner shall submit a Five-Year Review report documenting its review of the remedy implemented and its evaluation to determine if human health and the environment are being adequately protected by the remedy as implemented. The report shall describe the results of all inspections, sampling analyses, tests and other data generated or received by Owner and evaluate the adequacy of the implemented remedy in protecting human health and the environment. As a result of any review work performed, DTSC may require Owner to perform additional review work or modify the review work previously performed by Owner.

## ARTICLE V

### ENFORCEMENT

5.1. 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, such as failure to submit (including 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

6.1. Variance from Environmental Restrictions. Any person may apply to the Department for a written variance from any of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.

6.2. Removal of Environmental Restrictions. Any person may apply to the Department to remove any of the Environmental Restrictions imposed by this Covenant or terminate the Covenant in its entirety. Such application shall be made in accordance

with Health and Safety Code Section 25224.

6.3 Term. Unless ended in accordance with paragraph 6.2, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

## ARTICLE VII MISCELLANEOUS

7.1. 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.

7.2. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within 10 calendar days of the Covenantor's receipt of a fully executed original.

7.3. 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: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or (b) five calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

Darryl Ford  
Superintendent  
Planning, Maintenance and Construction  
Department of Recreation and Parks  
221 North Figueroa Street, Suite 400  
Los Angeles, CA 90012

And

To Department:

Haissam Y. Salloum, P.E.  
Branch Chief  
Department of Toxic Substances Control  
9211 Oakdale Avenue  
Chatsworth, California 91311



Any party may change its address or the individual to whose attention a Notice is to be sent by giving advance written Notice in compliance with this paragraph.

7.4. 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.

7.5. Statutory References. All statutory or regulatory references include successor provisions.

7.6. Incorporation of Exhibits. All exhibits and attachments to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Covenantor and the Department hereby execute this Covenant.

Covenantor:           City of Los Angeles  
                              Department of Recreation and Parks

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:               Michael Shull  
Title:               General Manager

Department of Toxic Substances Control:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:   Haissam Y. Salloum, P.E.  
Title:   Branch Chief  
          Site Mitigation and Restoration Program - Chatsworth

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 \_\_\_\_\_

On \_\_\_\_\_ before me,

---

*(space above this line is for name and title of the officer/notary),*

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 of Notary Public (seal)

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 \_\_\_\_\_

On \_\_\_\_\_ before me,

---

*(space above this line is for name and title of the officer/notary),*

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 of Notary Public (seal)

Grant Deed

DESCRIPTION

R/W No. 26071-2A

The northwest quarter of Section 13, Township 2 North, Range 17 West S.B.M. in the County of Los Angeles, State of California.

EXCEPTING THEREFROM that portion of said northwest quarter of said Section 13 lying northerly of the southerly right of way line of the land conveyed to the Southern Pacific Railroad Company as described in deeds recorded in Book 1364, Page 247, in Book 1368, Page 235, in Book 1371, Page 94, in Book 1373, Page 106 and in Book 6519, Page 165, all of Deeds in the office of the county Recorder of Los Angeles County.

ALSO, EXCEPTING THEREFROM that portion of said northwest quarter of said Section 13, included within a parcel of land conveyed to the Southern Pacific Railroad Company as described in Deed recorded in Book 1464, Page 319 of Deeds in the office of said county Recorder.

ALSO, EXCEPTING THEREFROM that portion of said northwest quarter of said Section 13, included within a parcel of land bounded and described as follows:

Commencing at the northwest corner of said Section 13; thence southerly along the westerly line of said Section, S 0° 13' 01" W 639.06 feet to a point, said point to be the TRUE POINT OF BEGINNING for purposes of this description; thence S 79° 46' 00" E, 69.22 feet; thence N 83° 56' 14" E, 37.87 feet; thence S 24° 53' 56" E, 20.00 feet; thence S 65° 06' 04" W, 58.53 feet; thence S 10° 14' 00" W, 110.59 feet; thence N 79° 46' 00" W to the westerly line of said Section; thence northerly along said westerly line to the TRUE POINT OF BEGINNING.

ALSO, EXCEPTING THEREFROM that portion of said northwest quarter of said Section 13 lying southerly and southwesterly of a line described as follows:

Beginning at the intersection of the easterly line of said northwest quarter of said Section with the westerly prolongation of the center line of Devonshire Street, 100 feet wide as said center line is shown in the City Engineer's F. B. 12919, Page 8; thence west along said westerly prolongation, 180 feet; thence N 28° 13' 00" W, 1040 feet; thence West, 320 feet; thence S 50° 49' 00" W, 840 feet; thence N 39° 11' 00" W to the westerly line of said Section 13.

ALSO, EXCEPTING THEREFROM that portion of said northwest quarter of said Section 13, included within a parcel of land bounded and described as follows:

Beginning at a point in the easterly line of said northwest quarter of said Section, said point being distant N 0° 10' 20" E 1117.21 feet measured along the easterly line of said northwest quarter from the intersection of said easterly line with the westerly prolongation of said center line of Devonshire Street; thence N 86° 20' 38" W 251.96 feet; thence S 13° 19' 24" W 218.39 feet; thence S 76° 35' 52" E to the easterly line of said northwest quarter; thence along said easterly line, N 0° 10' 20" E to the POINT OF BEGINNING.

ALSO, EXCEPTING THEREFROM that portion of said northwest quarter of said Section 13 lying northerly and easterly of a line described as follows:

Beginning at a point in the easterly line of said northwest quarter distant N 0° 10' 20" E, 1117.21 feet measured along the easterly line of said northwest quarter from the intersection of said easterly line with

Grant Deed

DESCRIPTION

R/W No. 26071-2A

the westerly prolongation of said center line of Devonshire Street; thence N 86° 20' 38" W, 103.87 feet, thence N 71° 24' 40" W 572.63 feet, thence N 0° 01' 40" W to the northerly line of said northwest quarter.

ALSO, EXCEPTING THEREFROM any portion of said northwest quarter of said Section 13, which may be included within a strip of land, 50 feet wide running northerly and southerly through said northwest quarter upon which was located April 22, 1912, a spur railroad track of the Southern Pacific Railroad company as mentioned in Deed from Ida B. Gray recorded in Book 4886, Page 307 of Deeds in the office of said County Recorder.

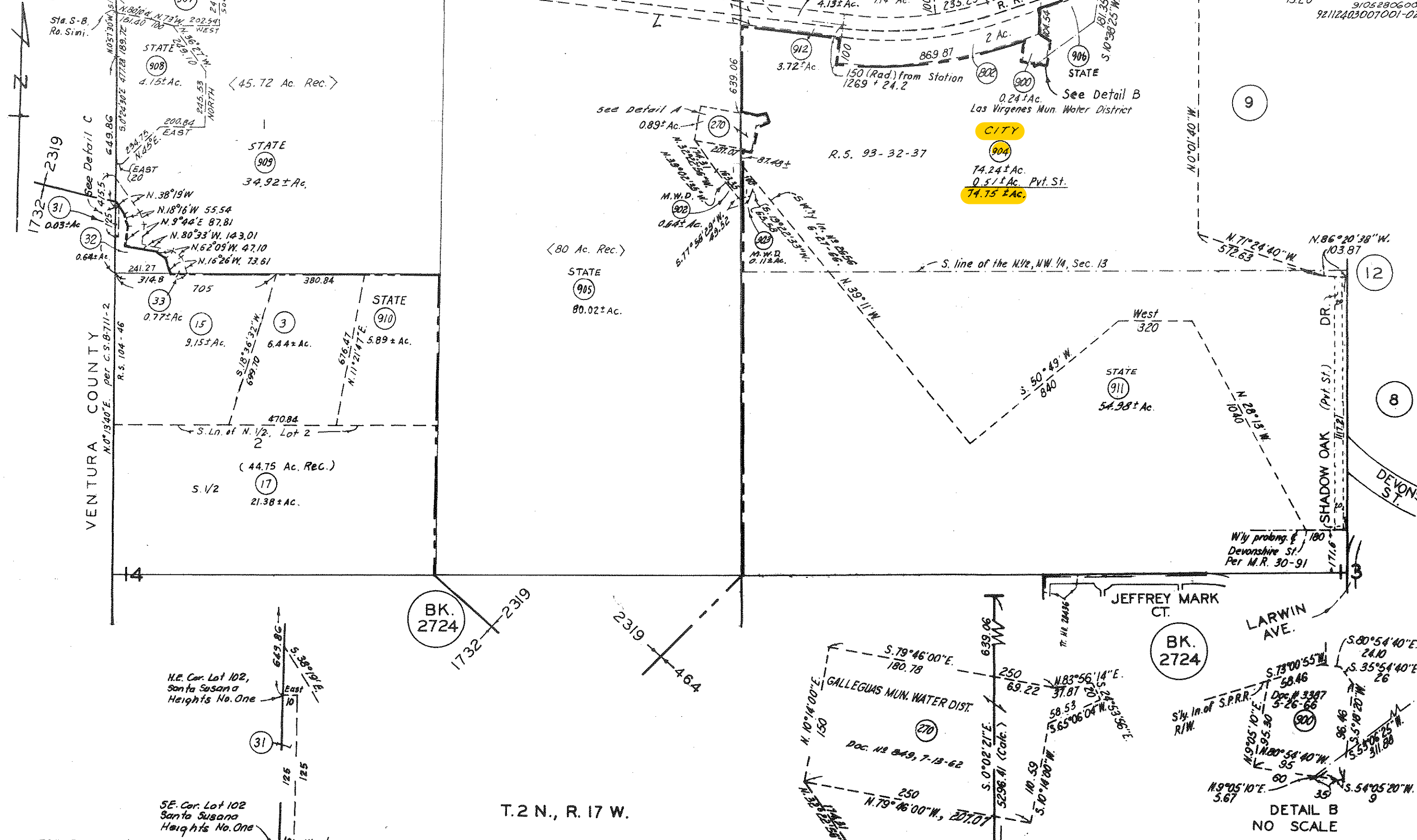
ALSO EXCEPTING THEREFROM that portion of the Northwest Quarter of Section 13, Township 2 North, Range 17 west, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, described as follows:

Beginning at the North Quarter Corner of said Section 13, thence South 00° 10' 20" West 32.85 feet along the North-South Quarter Section line of said Section 13 to a Los Angeles County Surveyor's Monument set as, and marked, witness corner, per Los Angeles County Surveyor's Map No. B-1015-1, thence south 89° 35' 03" West 13.20 feet, thence North 88° 52' 05" West 900.32 feet, thence south 73° 00' 55" West 163.63 feet, thence south 10° 38' 25" West 181.35 feet, thence South 53° 06' 25" West, 311.88 feet, thence North 09° 05' 10" East 5.67 feet to the TRUE POINT OF BEGINING, thence

1. North 80° 54' 40" West 60.00 feet, thence
2. North 09° 05' 10" East 95.30 feet to a point on the Southerly line of the Southern Pacific Railroad Right of way, thence
3. North 73° 00' 55" East 58.46 feet along the Southerly line of said Southern Pacific Railroad Right of Way, thence
4. South 80° 54' 40" East 24.10 feet, thence
5. South 31° 54' 40" East 26.00 feet, thence
6. South 05° 18' 20" West 96.46 feet, thence
7. south 54° 05' 20" West 9.00 feet, thence
8. North 80° 54' 40" West 35.00 feet to the TRUE POINT OF BEGINNING, as granted to Las Virgenes Municipal Water District, a municipal water district by deed recorded May 26, 1966 in book D-3317 page 835, Official Records.

ALSO EXCEPT one-half of all of the oil, gas and other minerals, in and under said land, with the right of ingress and egress to and from said land, for the purpose of drilling, exploring and mining for such minerals, end removing the same, as reserved by Minnie A. Palmer and Laura A. Hill, in deed recorded January 16, 1956, in Book, 50049, Page 394, Official Records.

1993



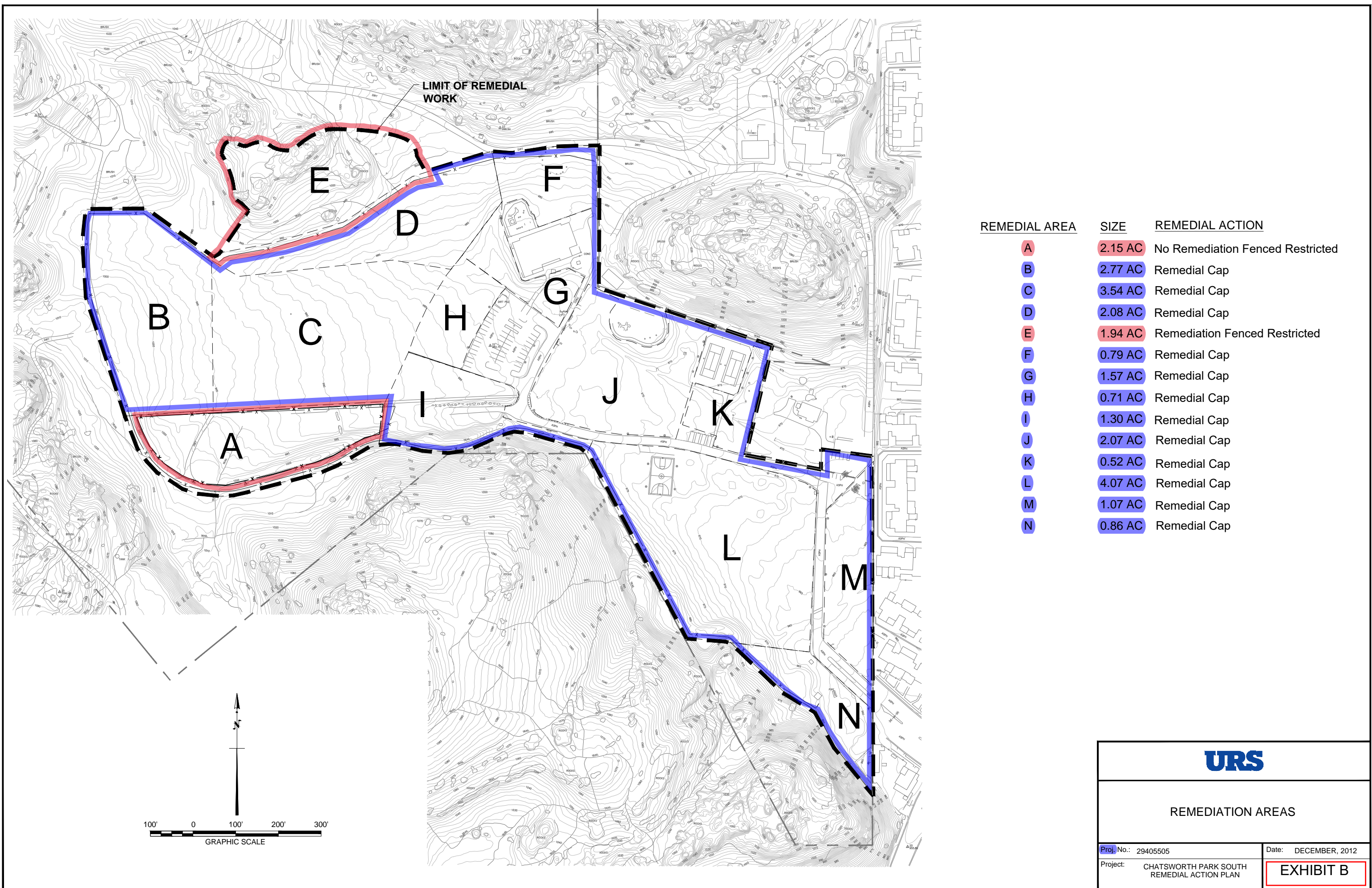
FOR PREV. ASSM'T SEE:  
2723 - 9 & 10

DETAIL C  
NO SCALE

DETAIL A  
NO SCALE

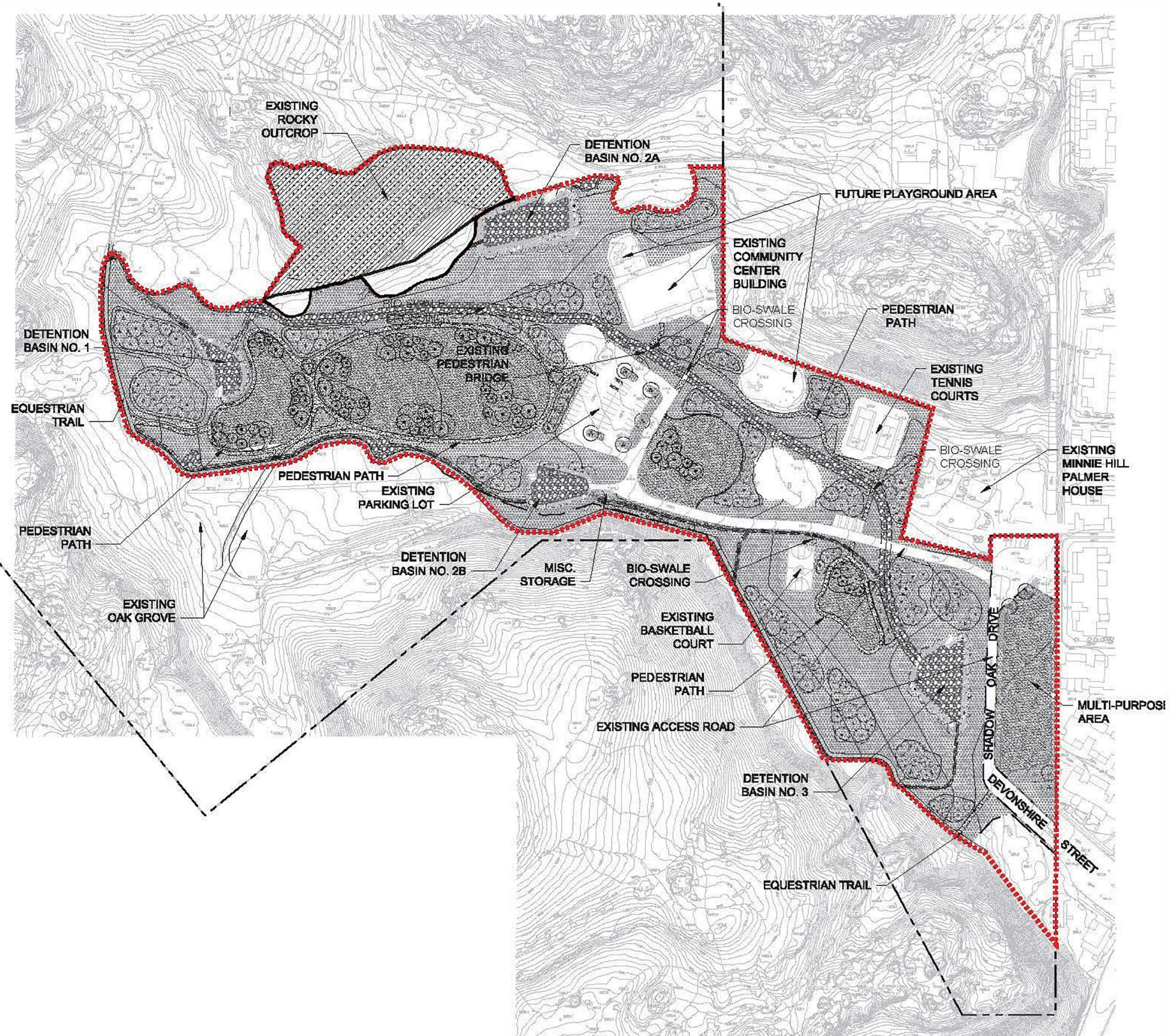
ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.







THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS MAY BE REPRODUCED FOR OFFICIAL USE ONLY. ANY REPRODUCTION OF THIS DOCUMENT FOR OTHER THAN OFFICIAL USE IS PROHIBITED.



#### LEGEND

- FIRE ACCESS PATH
- REMEDIAL PROJECT LIMITS
- PROPERTY LINE
- OMEGA FENCE
- EQUESTRIAN FENCE
- DETENTION BASIN
- BIO-SWALE
- EQUESTRIAN TRAIL
- PROPOSED DECOMPOSED GRANITE PATH



0' 50' 100' 200'  
SCALE: 1"=100'

**URS**

EXHIBIT C



THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
GENERAL MANAGER: MICHAEL A. SHULL  
ASSISTANT GEN. MANAGER: RANDY BARAJAS  
SPECIAL MANAGER: \_\_\_\_\_  
ASSISTANT SPECIAL MANAGER: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_



PROJECT NAME: **Chatsworth Park South**  
ADDRESS: **22360 West Devonshire Street  
Chatsworth, California 91311**

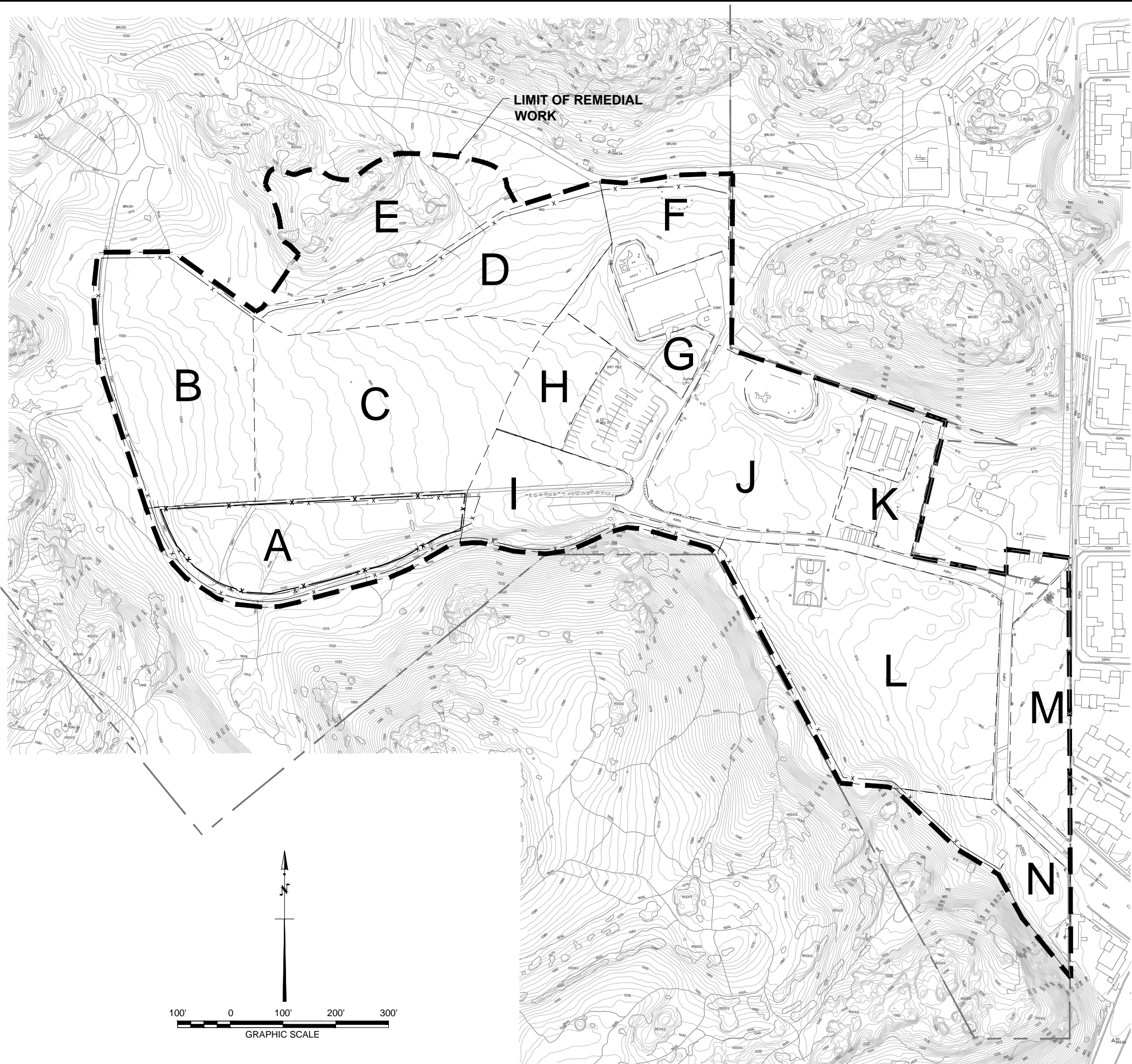
REVISIONS:	DATE:

PLAN NAME:  
**PROPOSED  
PROJECT  
PLAN**

DRAWN BY: VP  
APPROVED BY: PJH  
SCALE: 1"=100'  
ISSUE DATE: 11/19/2014  
WORK ORDER # 1170331A  
FILE NO.:  
DRAWING NO. **G7**  
SHEET 7 OF 117

DATE: 000000





REMEDIAL AREA	SIZE
A	2.15 AC
B	2.77 AC
C	3.54 AC
D	2.08 AC
E	1.94 AC
F	0.79 AC
G	1.57 AC
H	0.71 AC
I	1.30 AC
J	2.07 AC
K	0.52 AC
L	4.07 AC
M	1.07 AC
N	0.86 AC

PRELIMINARY  
NOT FOR CONSTRUCTION



PROPOSED REMEDIATION AREAS

Proj. No.: 29405505	Date: DECEMBER, 2012
Project: CHATSWORTH PARK SOUTH REMEDIAL ACTION PLAN	EXHIBIT B



