

**SUCCESSOR AGENCY
TO THE COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF HUNTINGTON PARK**

Regular Meeting Agenda

Tuesday, July 18, 2017

6:00 p.m.

City Hall Council Chambers
6550 Miles Avenue
Huntington Park, CA 90255

Marilyn Sanabria
Chair

Jhonny Pineda
Vice Chair

Karina Macias
Board Member



Graciela Ortiz
Board Member

Manuel "Manny" Avila
Board Member

CALL TO ORDER

ROLL CALL

Chair Marilyn Sanabria
Vice Chair Jhonny Pineda
Board Member Karina Macias
Board Member Graciela Ortiz
Board Member Manuel "Manny" Avila

PUBLIC COMMENT

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the Board Members on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

CONSENT CALENDAR

1. Approve Minute(s) of the following Successor Agency Meeting:

1-1 Successor Agency Special Meeting held Tuesday, April 18, 2017.

REGULAR AGENDA

2. Resolution Approving the First Amendment to a Standard Agreement for Participating Under California's Land Reuse Revitalization Act (CLRRA) Program

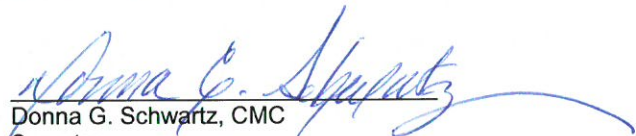
RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. SA2017-04, approving the First Amendment to the Agreement and the Land Use Covenant for the former Southland Steel Site Remediation Project;
2. Approve a Land Use Covenant to restrict uses of the property for commercial and industrial uses; and
3. Authorize the Executive Director/City Manager of the Successor Agency to execute the agreement.

ADJOURNMENT

The August 1st Successor Agency to the Community Development Commission of the City of Huntington Park Meeting is hereby cancelled due to National Night Out. The Successor Agency to the Community Development Commission of the City of Huntington Park will adjourn **to a Special Meeting on Thursday, August 3, 2017**, at 6:00 P.M

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov on the 13th of July 2017.


Donna G. Schwartz, CMC
Secretary

MINUTES
Regular Meeting of the
Successor Agency to the Community Development Commission
Of the City of Huntington Park
Tuesday, April 18, 2017, at 6:00 p.m.

Sergeant at Arms read the Rules of Decorum.

The regular meeting of the Successor Agency to the Community Development Commission of the City of Huntington Park, California was called to order at 6:00 p.m. on Tuesday, April 18, 2017, in the Council Chambers of City Hall at 6550 Miles Avenue, Huntington Park, California; Chair Marilyn Sanabria presiding.

PRESENT: Board Member(s): Manuel "Manny" Avila, Graciela Ortiz, Karina Macias, Vice Chair Jhonny Pineda and Chair Marilyn Sanabria. **CITY OFFICIALS/STAFF:** Edgar Cisneros, Executive Director; Arnold Alvarez-Glasman, Counsel; Cosme Lozano, Chief of Police; Daniel Hernandez, Public Works Director; Sergio Infanzon, Community Development Director; Manuel Acosta, Economic Development Manager; Annie Ruiz, Finance Manager; Christina Dixon, Staff Analyst and Donna Schwartz, City Clerk/Agency Secretary. **ABSENT:** Martha Castillo, Human Resources Director and Josette Espinosa, Parks and Recreation Director.

PUBLIC COMMENT - None

CONSENT CALENDAR

Motion: Council Member Ortiz motioned to approve Consent Calendar item 1, seconded by Council Member Macias. Motion passed 5-0 by the following vote:

ROLL CALL:

AYES: Board Member(s): Avila, Ortiz, Macias Vice Chair Pineda and
Chair Sanabria
NOES: Board Member(s): None

1. Approved Minute(s) of the following Successor Agency Meeting:

1-1 Successor Agency Special Meeting held Tuesday, February 2, 2017.

REGULAR AGENDA

2. Resolution Approving the Successor Agency to the Former Huntington Park Redevelopment Agency Making Certain Findings Relating to the City of Huntington Park's Creation of a Community Revitalization Investment Authority to Operate Within the Community

Executive Director Cisneros presented the item and introduced Sergio Infanzon, Community Development Director who requested to return to the item due to consultant not in attendance until later this evening.

Executive Director Cisneros suggested recessing to the Regular Meeting of the City Council and return to the item later.

Motion: Board Member Avila motioned to recess to the Regular Meeting of the City Council, seconded by Board Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Board Member(s): Avila, Ortiz, Macias Vice Chair Pineda and
Chair Sanabria

NOES: Board Member(s): None

At 6:03 p.m. Chair Sanabria **RECESSED** the Successor Agency meeting to the Regular Meeting of the City Council.

At 8:05 p.m. Chair Sanabria **RECONVENED** the Successor Agency meeting, all Board Members present.

Executive Director Cisneros introduced Sergio Infanzon, community Development Director who introduced Joseph Dieguez, representative of Kosmont who explained the CRIA.

Motion: Board Member Ortiz motioned to adopt Resolution No. SA2017-03, approving the creation of a Community Revitalization Investment Authority to operate with the Community, seconded by Board Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Board Member(s): Avila, Ortiz, Macias Vice Chair Pineda and
Chair Sanabria

NOES: Board Member(s): None

ADJOURNMENT

At 8:07 p.m. Chair Sanabria adjourned the Successor Agency to the Community Development Commission of the City of Huntington Park to a Regular Meeting on Tuesday, May 2, 2017, at 6:00 p.m.

Respectfully submitted,

Donna G. Schwartz, CMC
Agency Secretary



CITY OF HUNTINGTON PARK

Successor Agency Agenda Report

July 18, 2017

Honorable Chair and Members of the Successor Agency Board
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Members of the Successor Agency Board:

RESOLUTION APPROVING THE FIRST AMENDMENT TO A STANDARD AGREEMENT FOR PARTICIPATING UNDER CALIFORNIA'S LAND REUSE REVITALIZATION ACT (CLRRRA) PROGRAM

IT IS RECOMMENDED THAT THE SUCCESSOR AGENCY BOARD:

1. Adopt Resolution No. SA2017-04, approving the First Amendment to the Agreement and the Land Use Covenant for the former Southland Steel Site Remediation Project;
2. Approve a Land Use Covenant to restrict uses of the property for commercial and industrial uses; and
3. Authorize the Executive Director/City Manager of the Successor Agency to execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 22, 2005, the former Community Development Commission of the City of Huntington Park (now Successor Agency) purchased a 5-acre industrial property (Southland Steel) located at 5159-6169 Alameda Street, with the objective of revitalizing the site with commercial and/or retail uses. The property is considered a brownfields site with soil and groundwater contamination issues, which must be addressed before any type of development takes place. Consequently, on August 31, 2006, the Agency entered into an agreement with the Department of Toxic Substances Control (DTSC) under the California Land Reuse & Revitalization Act (CLRRRA) Program to facilitate and oversee cleanup of the property. One major benefit of the CLRRRA statute is that it provides immunity from further environmental liability upon completing remediation. Moreover, once cleanup has been approved by DTSC this immunity can be assigned or transferred to subsequent owners of the property.

RESOLUTIN APPROVING THE FIRST AMENDMENT TO A STANDARD AGREEMENT FOR PARTICIPATING UNDER CALIFORNIA'S LAND REUSE REVITALIZATION ACT (CLRRA) PROGRAM

July 18, 2017

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Due to the dissolution of redevelopment in January 2012, the Successor Agency was forced to sell its assets, including the Southland Steel property. As required under the redevelopment dissolution law, on December 5, 2014, City staff obtained approval from the State Department of Finance (DOF) to sell the property to Alexander Imports, Inc. (Purchaser), in accordance with the Agency's Long Range Property Management Plan. Additionally, on January 29, 2015, the DOF approved the Agency's plan for property remediation, and authorized the Agency to establish an escrow account for groundwater cleanup expenses to be paid from proceeds of the sale.

Since then, staff has made significant progress in removing contaminated soil from the site, and obtaining a certificate of completion (June 29, 2016) from the DTSC indicating that no further removal action is necessary for soils and that the property is suitable for commercial/industrial uses. Furthermore, the Agency was able to effectively negotiate a settlement payment in an amount of \$1,857,000 for groundwater cleanup costs to be implemented in the future by DTSC. Recently, DTSC finalized the terms to the First Amendment to the CLRAA Agreement including a Land Use Covenant in a form that is acceptable to the Agency and Alexander Imports.

First Amendment to CLRRA

The salient provisions of the First Amendment to the CLRRA Agreement include the following:

1. Acknowledge that a Response Plan for cleanup was approved on July 21, 2014;
2. Incorporate that a Certificate of Completion for soil remediation was issued on June 29, 2016;
3. Incorporate that a Soils Management Plan was approved on March 24, 2016. This plan provides guidance and requirements for future development on the property
4. Stipulate that in lieu of implementation and completion of ground water treatment, the Agency will deposit \$1,857,000 for groundwater remediation to be implemented by the DTSC in accordance with the approved Response Plan. The Agency will establish an escrow account and deposit the payment at the close of escrow from sale proceeds of the property;
5. Acknowledge that Alexander Imports is a qualified Bona Fide Purchaser (BFP) and that in order to continue its BFP status, Alexander will have to comply with the following continuing obligations:

RESOLUTIN APPROVING THE FIRST AMENDMENT TO A STANDARD AGREEMENT FOR PARTICIPATING UNDER CALIFORNIA'S LAND REUSE REVITALIZATION ACT (CLRRA) PROGRAM

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- a. Abide by the Soils Management Plan
- b. Abide by the Land Use Covenant
- c. Provide access to DTSC for groundwater investigation/remediation activities

Land Use Covenant

The purpose of the Land Use Covenant (LUC) is to restrict the use of the property to protect present or future human health or safety or the environment as a result of the presence of hazardous materials. This LUC will run with the land and will be in effect in perpetuity. The LUC will essentially restrict the uses of the property for commercial/industrial purposes. Prohibited uses of the property include:

1. Residences
2. Hospitals
3. Public/Private schools for persons under 18 years of age
4. Day care centers
5. Assisted living facilities

The LUC will also prohibit any groundwater disturbance activities; and require that the property owner provide access to the DTSC for inspection, investigation, remediation and other activities deemed necessary in order to protect human health or safety or the environment.

It is also important to note that under the covenant the owner of the property will be required to prepare annual inspection reports to verify compliance with the LUC. Moreover, a five-year review will be required to be completed documenting that human health and the environment are being adequately protected.

FISCAL IMPACT/FINANCING

The cost for groundwater implementation totaling \$1,857,000 will be paid by the Successor Agency from proceeds of the sale at the close of escrow. This expenditure was approved by the DOF on June 29, 2015.

Expenditures in connection to ongoing compliance requirements with DTSC are paid from Successor Agency funds and included in the FY 2017-18 Budget under account number 275-9750-465.75-50 Land Sale Costs. Once the property is sold, these obligations will be transferred to the new property owner.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required by the redevelopment dissolution act the First Amendment to CLRRA Agreement will be presented to the Oversight Board and DOF for final approval.

**RESOLUTIN APPROVING THE FIRST AMENDMENT TO A STANDARD
AGREEMENT FOR PARTICIPATING UNDER CALIFORNIA'S LAND REUSE
REVITALIZATION ACT (CLRRA) PROGRAM**

July 18, 2017

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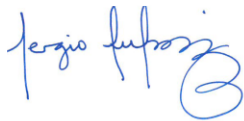
CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Edgar P. Cisneros".

EDGAR P. CISNEROS
City Manager

A handwritten signature in blue ink, appearing to read "Sergio Infanzon".

Sergio Infanzon
Community Development Director

ATTACHMENT(S)

- A. Resolution No. SA2017-04, includes Exhibits A and B (First Amendment to CLRRA, Land Use Covenant.

ATTACHMENT “A”

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**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SUCCESSOR AGENCY TO THE COMMUNITY
DEVELOPMENT COMMISSION OF THE CITY OF
HUNTINGTON PARK APPROVING THE FIRST
AMENDMENT TO THE AGREEMENT AND THE LAND
USE COVENANT FOR THE FORMER SOUTHLAND
STEEL SITE REMEDIATION PROJECT**

WHEREAS, the Community Development Commission of the City of Huntington Park (“CDC”) and the Successor Agency of the former Community Development Commission of the City of Huntington Park (the “Successor Agency”) have previously taken certain actions with respect to the disposition of the real property located at 5959-6169 South Alameda Street, Huntington Park, California (the “Property”) in accordance with the Long Range Property Management Plan; and

WHEREAS, the Property is also known as the Former Southland Steel Site; and

WHEREAS, on October 31, 2006 the CDC and the State of California Department of Toxic Substances Control (“State DTSC”) entered into that certain agreement entitled “Standard Agreement for Participation Under California Land Reuse and Revitalization Act (CLRRA) Program Agreement Number HAS-A-05/06-029” (the “Clean-Up Agreement”); and

WHEREAS, pursuant to the Clean-Up Agreement, the State DTSC found that the Property “is real property located in an urban infill area and its redevelopment is complicated by the presence of hazardous materials”; and

WHEREAS, pursuant to the Clean-Up Agreement, the Successor Agency submitted a response plan ("Response Plan") for the remediation of the Property, which was approved by the State DTSC, and the Successor Agency, as the successor in interest to the CDC, has partially implemented the Response Plan (for soil contamination only); and

WHEREAS, the Successor Agency has determined that the marketability and sales price of the Property will be substantially increased by the implementation of the Response Plan and remediation of the Property; and

WHEREAS, the Successor Agency and DTSC have negotiated the terms of a First Amendment (Exhibit A) to the Clean-Up Agreement, which First Amendment updates the Clean-Up Agreement to reflect the actions taken to date, including implementation of the Response Plan for soils contamination, as well as other changes; and

WHEREAS, the Clean-Up Agreement contemplates recordation of a land use covenant and agreement ("Land Use Covenant" (Exhibit B)), setting forth certain restrictions on use of the Property;

1 **WHEREAS**, State DTSC and the Successor Agency have negotiated the terms
2 of the Land Use Covenant;

3 **NOW THEREFORE, THE SUCCESSOR AGENCY TO THE COMMUNITY**
4 **DEVELOPMENT COMMISSION OF THE CITY OF HUNTINGTON PARK HEREBY**
5 **FINDS, DECLARES, AND RESOLVES AS FOLLOWS:**

6 **SECTION 1.** The Successor Agency hereby approves the First Amendment to
7 the Clean-Up Agreement and the Land Use Covenant for the Former Southland Steel
8 Site remediation project.

9 **SECTION 2.** The Executive Director is hereby authorized to execute the First
10 Amendment to the Clean-Up Agreement, and to execute and cause the recordation of
11 the Land Use Covenant, and to take all actions reasonably necessary to implement the
12 First Amendment to the Clean-Up Agreement and the Land Use Covenant.

13 **PASSED AND ADOPTED** this 18th day of July 2017.

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Chair

Secretary

EXHIBIT “A”

EXHIBIT A

FIRST AMENDMENT TO STANDARD AGREEMENT for participating under California's Land Reuse and Revitalization Act (CLRRA) Program

Agreement Number HAS-A-05/06-029

Overview

The Department of Toxic Substances Control (DTSC) and the Community Development Commission of the City of Huntington Park (CDC-HP) entered into a Standard Agreement for participating under California's Land Reuse and Revitalization Act (CLRRA) Program, Agreement No. HAS-A-05/06-029, dated August 31, 2006 (Agreement), with regard to the "Site" which is defined as the real property located at the following address locations: 5959, 5969, 6011, 6161, and 6169 South Alameda Street, Huntington Park, California 90255 (Site).

Pursuant to AB X1 26, all Redevelopment Agencies in the State of California were dissolved on February 1, 2012. The Successor Agencies are to wind down the affairs of the former Redevelopment Agencies.

ABX1 26 was codified in the Health and Safety Code beginning with section 34167, et seq.

The City of Huntington Park elected to serve as as the Successor Agency (Successor Agency) for the CDC-HP. The Successor Agency is responsible for the wind down of the City's Redevelopment Agency, the former CDC-HP, affairs.

Accordingly, the CDC-HP ceased to exist and all of its real estate assets were required by AB X1 26 to be transferred to the Successor Agency. One of the four properties transferred from the CDC-HP to the Successor Agency was the Site, also known as "Southland Steel".

DTSC and the Successor Agency hereby enter into this First Amendment to the Standard Agreement (First Amendment) and agree to amend the Agreement as follows:

1. Parties. This Agreement is entered into by the Successor Agency and DTSC, who are collectively the "Parties" to this Agreement. This Agreement may be assigned to Nick Alexander Imports of 6333 S. Alameda St., Los Angeles, California, or an entity affiliated with Alexander Imports to be created for purposes of acquiring the Site.

The defined term "CDC-HP" means and refers to the former Redevelopment Agency. Upon the full execution of the First Amendment, the defined term CDC-HP *as used in the Agreement shall also mean and refer to the Successor Agency*.

2. Section 3, Findings of the Agreement is hereby amended to revise Sections 3.1 and 3.3 and add Sections 3.4 and 3.5 as follows:

“3.1 Site History:

The Site is improved with three (3) main warehouses buildings (Warehouse Buildings #1, #2, & #3). Past and current uses of the Site consist of a fertilizer manufacturing facility pre-1923 and redeveloped between 1928 and 1924 into a steel manufacturing facility. The Site has continuously been used for steel manufacturing, warehousing of steel products (sheet metal, billets, pipes, etc.) and processing of steel products for resale. Underground storage tanks containing diesel and gasoline have been identified onsite. Soil at the Site has been impacted by releases of volatile organic compounds, polyaromatic hydrocarbons and metals. Groundwater under the Site is impacted with volatile organic compounds and metals. The nature and extent of the groundwater contamination, as well as the source(s) of that groundwater contamination, are the subjects of ongoing investigation work.

3.3 Eligibility of CDC-HP:

Add the following:

Eligibility of Alexander. Based on the information submitted to the DTSC in Alexander's 2017 AAI report, DTSC has determined and hereby finds that Alexander meets the definition of a BFP pursuant to HSC section 25395.69 and that Alexander made all appropriate inquiries pursuant to HSC section 25395.65 and meets the conditions under HSC section 25395.80 that apply as of the effective date of this First Amendment. The 2017 AAI report consists of the Phase I Environmental Site Assessment, prepared by TRC Environmental Corporation, September 19, 2016.

Revise the final paragraph of section 3.3 to read:

These reports are on file for review at the DTSC, 9211 Oakdale Avenue, Chatsworth, CA 91311.

3.4 Additional Reports Submitted to DTSC:

In addition to those reports previously listed in the Standard Agreement, DTSC has also received, reviewed and approved the following additional reports submitted on behalf of the Successor Agency:

1. Eco & Associates, Inc., Response Plan, Former Southland Steel Facility (July 21, 2014);

2. Geosyntec Consultants, Southland Steel Pre-sampling follow-up [soils] (March 6, 2015);

3. Geosyntec Consultants, Technical Memorandum re: Groundwater Monitoring Well Redevelopment (November 3, 2015);

4. Geosyntec Consultants, Final Partial Response Plan Implementation Report [soils] (May 19, 2016);

5. Geosyntec Consultants, Draft Final Soil Management Plan—Former Southland Steel Facility (March 24, 2016) [approved by DTSC letter, April 14, 2016 to City of Huntington Park].

6. Geosyntec Consultants, “Revised Southland Steel Estimated Cleanup Budget for Groundwater Treatment (January 12, 2015, Email), Approved by DTSC on January 14, 2015.

5. Section 5 of the Agreement entitled “Activities” is hereby amended and Section 5.15 is added as follows:

“5.4 Response Plan. DTSC has determined that response action is necessary to prevent or eliminate an unreasonable risk. The Successor Agency submitted a Response Plan to DTSC for approval on July 21, 2014. The Response Plan was approved on October 2, 2014. The Successor Agency has implemented the Response Plan only for soils contamination at the Site. In lieu of implementing the Response Plan for ground water treatment, the Successor Agency shall provide payment to DTSC as stated in Section 6.3 below.”

The text of Section 5.4.4 of the Agreement is hereby amended to read as follows:

“5.4.4 Certificate of Completion. Pursuant to that certain letter from Javier Hinojosa to Ms. Fernanda Palacios dated June 29, 2016, a copy of which is attached hereto as Exhibit _1_ and incorporated herein by this reference, DTSC has approved the Final Partial Response Plan Implementation Report, and determined that no further removal action is necessary for soils, and the Site is suitable for commercial/industrial use. Pursuant to that letter, DTSC will issue a certificate of completion upon recording of the Land Use Covenant (described in the letter) and payment towards the ground water remedy (as stated in Section 6.3 below). Upon the receipt by DTSC of the funds from the Successor Agency as provided in Section 6.3 of the First Amendment, DTSC shall undertake the implementation of the ground water remedy as described in the approved Response Plan. Upon completion of the groundwater remedy, DTSC will issue a certificate of completion for that portion of the remedy to the Successor Agency and to Alexander BMW.”

5.15 Alexander’s Continuing Obligations.

Based on DTSC’s review of Alexander’s AAI, Alexander is qualified to acquire the Site as a BFP. The Response Plan has been implemented by the Successor Agency for soil, and pursuant to paragraph 6.3, the funds have been transferred to the DTSC to implement and complete groundwater treatment. In order to

maintain its BFP status, Alexander has the following continuing obligations:

1. Abide by the Soil Management Plan.
2. Abide by the Land Use Covenant.
3. Provide the DTSC with site access for any necessary groundwater investigation and remediation activities that it chooses to perform with the funds pursuant to paragraph 6.3.

Notwithstanding any other provision of Health and Safety Code, Division 20, chapter 6.82 (Chapter 6.82), the Agreement or the First Amendment, Alexander, its principals, owners, employees, agents, and affiliates shall have no other affirmative obligation to investigate, remediate, or otherwise respond to any historical contamination on the Site not caused by Alexander.

Notwithstanding Chapter 6.82, Alexander is responsible for any and all costs associated with decommissioning and reinstallation of groundwater monitoring wells associated with the proposed redevelopment by Alexander.

6. Oversight, Management and Payment

The text of Section 6.1 of the Agreement is hereby amended to read as follows:

“6.1 Oversight Agreement Managers and Project Managers. Sayareh Amir is designated by DTSC as its manager for this Agreement, as amended. Edgar P. Cisneros, City Manager, is designated by the Successor Agency as its manager for this Agreement, as amended. Each Party will provide at least ten (10) calendar day advance written notice to the other Party of a change of its designated agreement manager. All notices, documents and communications unless otherwise specified will be sent to the following addresses:

To: Sayareh Amir, Branch Chief
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
9211 Oakdale Avenue
Chatsworth, CA 91311

To: Edgar P. Cisneros
City Manager
City of Huntington Park as Successor Agency to the Former
Huntington Park Redevelopment Agency
6550 Miles Avenue
City Hall
Huntington Park, CA 90255”

The text of Section 6.2, Section 6.2.1 and Section 6.2.2 of the Agreement is hereby amended as follows:

“6.2 Payment of DTSC’s Costs. Successor Agency shall follow the procedures for payment of DTSC’s oversight costs related to soils contamination at the Site.

6.2.1 Costs Included. Successor Agency shall reimburse DTSC for all DTSC’s costs regarding soils contamination at the Site. Subject to the provisions of section 6.2.6 below, the Successor Agency will reimburse said DTSC costs in accordance with HSC Division 20, Chapter 6.66. DTSC’s costs are recoverable pursuant to HSC section 25360.

6.2.2 Cost Estimate. An estimate of DTSC oversight costs is contained in Exhibit C. The Cost Estimate is the estimated cost of DTSC oversight of the activities discussed in Section 5, above. The Parties acknowledge that the cost estimate is not the final cost figure. DTSC will provide an updated Cost Estimate if the estimated oversight cost increases or the scope of work changes. If the Parties revise the Cost Estimate in Exhibit C, such revision will be incorporated into this Agreement as an amendment to Exhibit C.”

The text of Section 6.2.4 of the Agreement is hereby amended to read as follows:

“6.2.4. Billing Address. DTSC will provide a billing Statement of Account to the Successor Agency quarterly. The billing address of the Successor Agency is:

Attn: Edgar P. Cisneros
City Manager
City of Huntington Park as Successor Agency
6550 Miles Avenue
City Hall
Huntington Park, CA 90255”

The Agreement is hereby amended to add new Sections 6.2.8 and 6.2.9 which shall read as follows:

“6.2.8 Partial Payment of DTSC Costs as of Time of Close of Escrow. The Successor Agency shall give DTSC at least thirty (30) days prior notice of the date scheduled by the Successor Agency for its payment to DTSC of the “Reimbursement Contract Payment” as that term is defined in Section 6.3. Such notice shall reference this Section 6.2.8 and request that DTSC provide the Successor Agency with a Statement of Account for any unpaid costs of DTSC under this Agreement as amended, through the date of such notice,

which DTSC has not previously invoiced to the Successor Agency for payment. Such unpaid costs of DTSC shall be paid by the Successor Agency concurrently upon the recordation of the Land Use Control document for the Site and the transfer of the Site by the Successor Agency to the intended third party purchaser, Alexander BMW. Within one hundred and twenty (120) days following the receipt of such notice from the Successor Agency, DTSC shall prepare such a Statement of Account for unpaid costs and submit such Statement of Account to the escrow holder designated by the Successor Agency under Section 6.3 for payment. DTSC may, at the Successor Agency's request, submit a Summary By Activity (SBA) during that one hundred and twenty (120) day time period that the Statement of Account is processed for submittal to the escrow holder."

- 6.2.9 Upon payment of the Reimbursement Contract Payment and the amount specified in the Statement of Account pursuant to Section 6.2.8, Successor Agency shall have no further obligation to pay DTSC costs regarding the Site."

The Agreement is hereby amended to add a new Section 6.3 thereto which shall read as follows:

- "6.3 Payment Procedures for Ground Water Contamination at the Site. In lieu of implementation and completion of ground water treatment at the Site, as specified in the approved Response Plan, the Successor Agency shall provide to DTSC the amount of \$1,357,000 plus an additional \$500,000 for a total of \$1,857,000 (the "Reimbursement Contract Payment"). Within sixty (60) days of the effective date of this First Amendment, the Parties shall enter into a Reimbursement Contract, pursuant to Health and Safety Code sections 25201.9 and 25206.1, for the administration of the Reimbursement Contract Payment and the implementation of the Groundwater Response Plan by DTSC to undertake the groundwater remedy at the Site under the approved Response Plan. The Reimbursement Contract Payment shall be due and owing to DTSC by the Successor Agency at the close of escrow between the Successor Agency and Alexander BMW. The Reimbursement Contract Payment shall be tendered to DTSC by the Successor Agency in accordance with this Section 6.3. Upon its receipt of the Reimbursement Contract Payment, DTSC shall be solely responsible for undertaking groundwater response and treatment at the Site.

- 6.3.1 The Reimbursement Contract Payment of \$1,857,000 is composed of two (2) elements: (i) the amount of \$1,357,000 is the sum payable by the Successor Agency to DTSC for costs associated with groundwater response and treatment to be undertaken at the Site under the direction and control of DTSC (the "Groundwater

Response Payment”), plus (ii) the amount of \$500,000 is a groundwater response contingency reserve of Successor Agency funds (the “Groundwater Response Escrow Fund”). The Reimbursement Contract Payment shall be held and applied by DTSC as provided under the “Reimbursement Contract” described in Section 6.3.2.

- 6.3.2 The Reimbursement Contract shall be by and between DTSC and the Successor Agency and shall be in a form acceptable to DTSC and the Successor Agency. The Reimbursement Contract shall, among other things, provide that the Groundwater Response Payment and the Groundwater Response Escrow Fund shall be used and applied by DTSC to pay for ground water treatment costs incurred by DTSC at the Site under the approved Response Plan; provided however, that the balance of the Groundwater Response Escrow Fund may only be used to pay for such costs which may in the aggregate exceed the sum of the Groundwater Response Payment (e.g., \$1,357,000), and that upon the earlier date of completion by DTSC of the groundwater remedy at the Site, or the maturity date of the Reimbursement Contract, the unapplied balance, if any, of the Groundwater Response Escrow Fund shall be returned by DTSC to the Successor Agency for use and application by the Successor Agency in accordance with the applicable provisions of the Redevelopment Dissolution Law.
- 6.3.3 The sole and exclusive source of funds available to pay DTSC for groundwater response costs incurred by DTSC under the Response Plan at the Site in excess of the Groundwater Response Payment shall be derived from the balance of Successor Agency funds held by DTSC in the Groundwater Response Escrow Fund, and from no other source of funds of the Successor Agency or its successors in interest in the Site.
- 6.3.4 During the term of the Reimbursement Contract, the Reimbursement Contract Payment shall be held by DTSC to reimburse DTSC for groundwater treatment and oversight costs in implementing the groundwater treatment at the Site.
- 6.3.5. The Reimbursement Contract shall also provide that within one hundred twenty days (120) days following DTSC’s determination that cleanup objectives of the groundwater remedy at the Site are met or the maturity date of the Reimbursement Contract, DTSC shall prepare and deliver to the Successor Agency a Statement of Account for the funds expended by DTSC for groundwater treatment at the Site and DTSC shall pay the balance, if any, to the Successor Agency of the Groundwater Response Escrow Fund as then indicated in such Statement of Account.

6.3.6 The Successor Agency presently intends to transfer its interest in the Site to [Alexander BMW] promptly following the issuance by DTSC of its certificate of completion for the soils work.

Except as amended by this First Amendment, all other provisions of the Agreement remain in full force and effect.

This First Amendment may be executed in counterparts by the Parties and when fully executed, each counterpart shall be deemed to be part of one original instrument. The effective date of this First Amendment to the Agreement shall be the date indicated next to the signature of the authorized officer of DTSC which appears below.

California Department of Toxic Substances
Control (DTSC)

Sayareh Amir, Branch Chief
Brownfields and Environmental Restoration
Program

Date:_____

Successor Agency to the Former Community
Development Commission of the City of
Huntington Park, a public body corporate and
politic

Edgar P. Cisneros
Executive Director
Successor Agency to the Former Huntington
Park Redevelopment
Agency

Date:_____

EXHIBIT C

COST ESTIMATE WORKSHEET

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

VOLUNTARY CLEANUP AGREEMENT: COMMUNITY DEVELOPMENT COMMISSION, CITY OF HUNTINGTON PARK

Project Name: 5959, 5969, 6011, 6161, 6169 ALAMEDA STREET

EXHIBIT C

COST ESTIMATE WORKSHEET

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

VOLUNTARY CLEANUP AGREEMENT: COMMUNITY DEVELOPMENT COMMISSION, CITY OF HUNTINGTON PARK

Project Name: 5959, 5969, 6011, 6161, 6169 ALAMEDA STREET

EXHIBIT C

COST ESTIMATE WORKSHEET

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

VOLUNTARY CLEANUP AGREEMENT: COMMUNITY DEVELOPMENT COMMISSION, CITY OF HUNTINGTON PARK

Project Name: 5959, 5969, 6011, 6161, 6169 ALAMEDA STREET

EXHIBIT C

COST ESTIMATE WORKSHEET

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

VOLUNTARY CLEANUP AGREEMENT: COMMUNITY DEVELOPMENT COMMISSION, CITY OF HUNTINGTON PARK

Project Name: 5959, 5969, 6011, 6161, 6169 ALAMEDA STREET

EXHIBIT C

COST ESTIMATE WORKSHEET

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

VOLUNTARY CLEANUP AGREEMENT: COMMUNITY DEVELOPMENT COMMISSION, CITY OF HUNTINGTON PARK

Project Name: 5959, 5969, 6011, 6161, 6169 ALAMEDA STREET

| Title | VCP Coord. | Project Manager | | Supervisor | | Toxicology | Geology | Industrial Hygiene | HQ Engrin | Public Partici | HQ CEQA | Legal | Clerical |
|---|------------|-----------------|-----|------------|-------|------------------|-----------|--------------------|-----------|----------------|---------|---------------|----------|
| Classification | Sr. HSS | HSS | HSE | HSSI | HSSII | Staff Toxicology | Eng Geol. | Assoc IH | HSE | PPS | AEP | Staff Counsel | WPT |
| TASK: | | | | | | | | | | | | | |
| Financial Acct for Groundwater treatment | | | | | | | | | | | | 15 | 5 |
| CLRRRA Amendment | | 20 | | 5 | | | | | | | | 8 | |
| Land Use Covenant | | 12 | | 2 | | | | | | | | 10 | |
| All Inquires for Alexander Imports | | 10 | | | | | | | | | | 24 | |
| Certificate of Completion | | 16 | | 5 | | | | | | | | 10 | |
| Pre-Risk Assessment Site Visit | | | | | | | | | | | | | |
| Risk Assessment (Sec. 5.2) | | | | | | | | | | | | | |
| Pre-Response Plan Site Walk | | | | | | | | | | | | | |
| Review Response Plan (Sec. 5.3) | | | | | | | | | | | | | |
| Oversight of Response Plan Activities | | | | | | | | | | | | | |
| Public Participation (Sec. 5.3.1) | | | | | | | | | | | | | |
| Review Implementation Report (Sec. 5.3.4) | | | | | | | | | | | | | |
| Issue Certificate of Completion (Sec.5.3.5) | | | | | | | | | | | | | |
| Total No. Hours/Class | 0 | 58 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 67 | 5 |
| Hourly Rate/Class | 128 | 138 | 123 | 150 | 147 | 150 | 123 | 116 | 123 | 104 | 123 | 247 | 58 |
| Cost/Class | 0 | 8004 | 0 | 1800 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16549 | 290 |
| Grand Total Cost | 0 | 8004 | 0 | 1800 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16549 | 290 |
| | \$26,643 | | | | | | | | | | | | |

EXHIBIT “B”

RECORDING REQUESTED BY:
City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
9211 Oakdale Avenue
Chatsworth, California 91311
Attention: Javier Hinojosa, Unit Chief
Brownfields & Environmental Restoration
Program

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LAND USE COVENANT AND AGREEMENT

ENVIRONMENTAL RESTRICTIONS

County of Los Angeles, Assessor Parcel Number(s): 6009-034-901, 6009-034-900,
6009-033-901, 6009-033-900, 6009-033-902

Former Southland Steel Facility
Site Code: 301271

This Land Use Covenant and Agreement ("Covenant") is made by and between the Successor Agency to the Community Development Commission of the City of Huntington Park (the "Covenantor"), the current owner of property located at 5959, 5969, 6161, 6169, 6011 Alameda Street and a prior Union Pacific Railroad right of way and further designated as APN 6009-034-901, 6009-034-900, 6009-033-900, 6009-033-901 and 6009-033-902 respectively, , located in Huntington Park, in the County of Los Angeles, State of California and legally described in Exhibit A hereto (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 25395.99, 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 5.3 acres, is more particularly described in the attached Exhibit A, "Legal Description", and depicted in Exhibit B. The ground water monitoring wells on the Property are depicted in Exhibit C. The Property is located in the area now generally bounded by Randolph Street to the north, South Alameda Street to the east, a commercial automotive dealership to the south, and commercial and industrial buildings to the west. The Property is also identified as County of Los Angeles, Assessor Parcel Number(s) 6009-034-901, 6009-034-900, 6009-033-901, 6009-033-900, 6009-033-902.

1.2. Remediation of Property. This Property has been investigated and/or remediated under the Department's oversight. The Department approved a Response Plan in accordance with Health and Safety Code, division 20, chapter 6.82. The remediation activities conducted at the Property include removal of soils containing hazardous substances, including lead at 320 mg/kg, arsenic at 12 mg/kg, cadmium at 7.5 mg/kg, Benzo(a)Pyrene at 0.21 mg/kg in soil and TetraChloroEthylene (PCE) at 35.6 ug/L and TriChloroEthylene at 13.6 ug/L in soil gas, which are the constituents of concern (COC), although some levels of hazardous substances remain at the Property above levels acceptable for unrestricted land use.

The Property was first developed to be used as a fertilizer manufacturer prior to 1923. In 1928, a steel foundry was built on the Property and various companies continued to use the Property for steel manufacturing until 2002. Southland Steel bought the property in 1972 and operated on the Property as a steel manufacturer until 2002. The Community Development Commission of the City of Huntington Park (CDC-

HP) bought the Property in 2005. On August 31, 2006, DTSC and CDC-HP entered into a California Land Reuse and Revitalization Act (CLRRRA) agreement. Under the CLRRRA agreement, the Property was investigated for COCs including metals, Volatile Organic Compounds (VOC), and Poly-Aromatic Hydrocarbons (PAH). An investigation of groundwater identified volatile organic compounds, hexavalent chromium and perchlorate to be present. Remediation of the Property includes removal of soil impacted by metals, PAH's and VOC's. Portions of the Property have been impacted by the COCs) and were not removed due to the location of contamination close to structural supports of existing buildings.

Pursuant to AB X1 26 (codified as Health and Safety Code section 34167 et. seq), all Redevelopment Agencies in the State of California were dissolved on February 1, 2012. Accordingly, the CD-HP ceased to exist and all of its real estate assets were required by AB X1 26 to be transferred to the Successor Agency. The Successor Agencies are to wind down the affairs of the former Redevelopment Agencies. The Covenantor, as the Successor Agency, is responsible for the wind down of the affairs of the City's Redevelopment Agency, the former CD-HP..

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 subsequent purchaser, heir and assignee, who at any time holds title to all or any portion of the Property.

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 25395.99; (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;
- (e) An assisted living facility.

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) Any intended activities on the Property which disturb soil, change the grade of the surface of the Property, change the surface drainage of the Property, or involves demolition of existing surface area paving (concrete or asphaltic concrete) or the disturbance or demolition of any foundation on the Property, shall not occur except upon the prior written notification by the Owner to the Department if such activity may result in the disturbance of more than one (1) cubic yard in volume of soil or surface area paving or foundation demolition debris or grading of more than one (1) cubic yard of the surface of the Property.
- (b) No activity described in 4.2(a) shall be authorized by the Department except in accordance with the approved Soil Management Plan for the

Property dated April 14, 2016, as confirmed in writing by the Department at least fourteen (14) days prior to the commencement of any such activity on the Property.

- (c) Any soil brought to the surface of the Property 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, or the access to, any investigative, remedial, monitoring, operation or maintenance system or activity required for the Property without prior written approval of the Department.
- (d) Removal and/or installation and/or replacement of any ground water monitoring well without prior written approval of the Department. Such approved removal and/or installation and/or replacement of any ground water monitoring well shall be at the Owner's sole expense.

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 March 15 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 December 2017 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: Edgar P. Cisneros
Executive Director
Successor Agency to the Community Development
Commission of the City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255

And

To Department: Branch Chief

Sayareh Amir
Branch Chief
Brownfields & Environmental Restoration Program
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

Successor Agency to the Former Community Development
Commission of the City of Huntington Park

By: _____

Title: _____

Executive Director, Successor Agency

Date: _____

DEPARTMENT

Department of Toxic Substances Control:

By: _____

Title: _____

Sayareh Amir, Branch Chief

Date: _____

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)

EXHIBIT A & B

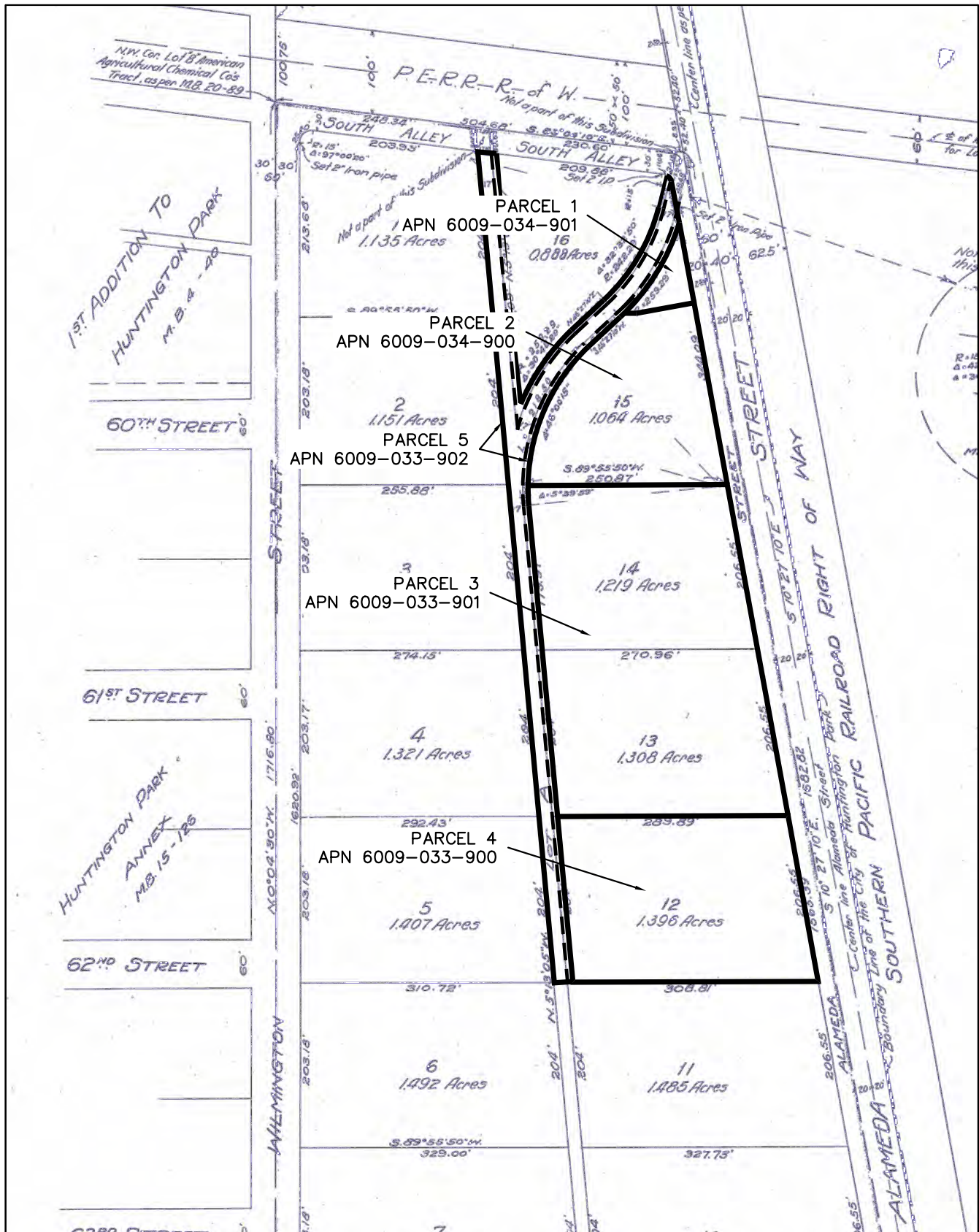
Legal Descriptions & Plats

PARCEL LOCATION MAP

CITY OF HUNTINGTON PARK

COUNTY OF LOS ANGELES

STATE OF CALIFORNIA



LEGAL DESCRIPTION

PARCEL 1 APN 6009-034-901

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

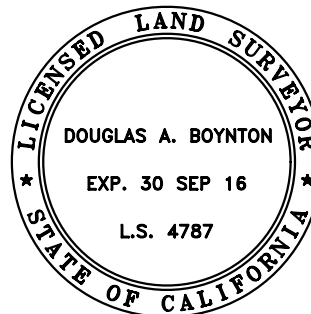
THAT PORTION OF LOT 15, TRACT NO. 8073 AS PER MAP RECORDED IN BOOK 117, PAGES 24 AND 25 OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15, THENCE, NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 15, NORTH 10°27'10" WEST, 223.42 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, LEAVING SAID EASTERLY LINE, SOUTH 79°42'00" WEST, 75.33 FEET; THENCE, NORTH 31°50'30" EAST, 1.08 FEET; THENCE, NORTH 89°36'50" WEST, 23.57 FEET TO A POINT IN A LINE THAT IS 1.50 FEET EASTERLY, AS MEASURED AT RIGHT ANGLES, BEING PARALLEL AND CONCENTRIC WITH THE WESTERLY BOUNDARY OF SAID LOT 15; THENCE, NORTHERLY ALONG SAID PARALLEL AND CONCENTRIC LINE, NORTH 46°27'09" EAST, 3.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 260.79 FEET; THENCE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°11'26", AN ARC LENGTH OF 146.52 FEET TO A POINT OF INTERSECTION WITH SAID PARALLEL AND CONCENTRIC LINE WITH THE EASTERLY LINE OF SAID LOT 15; THENCE, SOUTHERLY ALONG SAID EASTERLY LINE, SOUTH 10°27'10" EAST, 116.99 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 4,835 SQ.FT., 0.111 ACRES, MORE OR LESS.

Prepared by:



Douglas Boynton, PLS4787
Dulin and Boynton Licensed Surveyors
February 18, 2016
(562) 426-6464



LEGAL DESCRIPTION

PARCEL 2 APN 6009-034-900

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

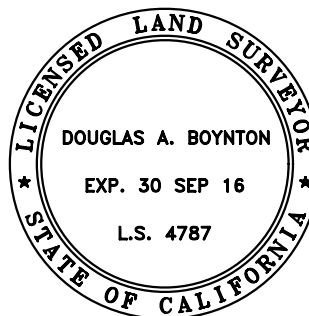
THAT PORTION OF LOT 15, TRACT NO. 8073 AS PER MAP RECORDED IN BOOK 117, PAGES 24 AND 25 OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 15, THENCE, NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 15, NORTH 10°27'10" WEST, 223.42 FEET; THENCE, LEAVING SAID EASTERLY LINE, SOUTH 79°42'00" WEST, 75.33 FEET; THENCE, NORTH 31°50'30" EAST, 1.08 FEET; THENCE, NORTH 89°36'50" WEST, 23.57 FEET TO A POINT IN A LINE THAT IS 1.50 FEET EASTERLY, AS MEASURED AT RIGHT ANGLES, BEING PARALLEL AND CONCENTRIC WITH THE WESTERLY BOUNDARY OF SAID LOT 15; THENCE, SOUTHERLY ALONG SAID PARALLEL AND CONCENTRIC LINE, SOUTH 46°27'09" WEST, 50.79 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 240.79 FEET; THENCE, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°00'03", AN ARC LENGTH OF 193.32 FEET TO A POINT OF INTERSECTION WITH SAID PARALLEL AND CONCENTRIC LINE AND THE SOUTHERLY LINE OF SAID LOT 15; THENCE, EASTERLY ALONG SAID SOUTHERLY LINE, NORTH 89°55'50" EAST, 249.35 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 40,893 SQ.FT., 0.939 ACRES, MORE OR LESS.

Prepared by:



Douglas Boynton, PLS4787
Dulin and Boynton Licensed Surveyors
February 18, 2016
(562) 426-6464



LEGAL DESCRIPTION

PARCEL 3 APN 6009-033-901

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

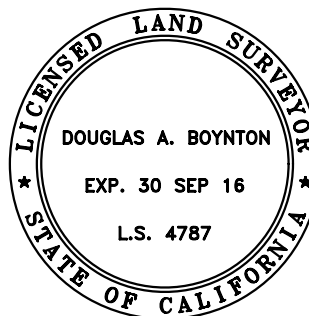
THOSE PORTIONS OF LOT 13 AND LOT 14, TRACT NO. 8073 AS PER MAP RECORDED IN BOOK 117, PAGES 24 AND 25 OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13, THENCE, WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 13, SOUTH $89^{\circ}55'50''$ WEST 288.38 FEET TO A POINT IN A LINE THAT IS 1.50 FEET EASTERLY, AS MEASURED AT RIGHT ANGLES, BEING PARALLEL AND CONCENTRIC WITH THE WESTERLY BOUNDARY OF SAID LOTS 13 AND 14; THENCE, NORTHERLY ALONG SAID PARALLEL AND CONCENTRIC LINE, NORTH $5^{\circ}13'05''$ WEST, 384.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 240.79 FEET; THENCE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $5^{\circ}40'11''$, AN ARC LENGTH OF 23.83 FEET TO A POINT OF INTERSECTION WITH SAID PARALLEL AND CONCENTRIC LINE WITH THE NORTHERLY LINE OF SAID LOT 14; THENCE, EASTERLY ALONG SAID NORTHERLY LINE, NORTH $89^{\circ}55'50''$ EAST, 249.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 14; THENCE, SOUTHERLY ALONG THE EASTERLY LINES OF SAID LOTS 14 AND 13, SOUTH $10^{\circ}27'10''$ EAST, 413.12 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 109,486 SQ.FT., 2.513 ACRES, MORE OR LESS.

Prepared by:



Douglas Boynton, PLS4787
Dulin and Boynton Licensed Surveyors
February 18, 2016
(562) 426-6464



LEGAL DESCRIPTION

PARCEL 4 APN 6009-033-900

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

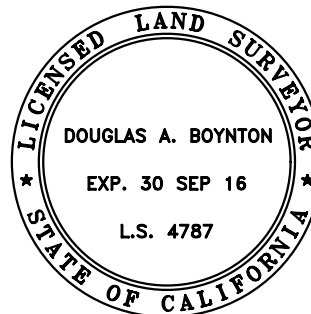
THAT PORTION OF LOT 12, TRACT NO. 8073 AS PER MAP RECORDED IN BOOK 117, PAGES 24 AND 25 OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12, THENCE, WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 12, SOUTH 89°55'50" WEST 307.30 FEET TO A POINT IN A LINE THAT IS 1.50 FEET EASTERLY, AS MEASURED AT RIGHT ANGLES, BEING PARALLEL WITH THE WESTERLY BOUNDARY OF SAID LOT 12; THENCE, NORTHERLY ALONG SAID PARALLEL LINE, NORTH 5°13'05" WEST, 204.00 FEET TO A POINT OF INTERSECTION WITH SAID PARALLEL LINE WITH THE NORTHERLY LINE OF SAID LOT 12; THENCE, EASTERLY ALONG SAID NORTHERLY LINE, NORTH 89°55'50" EAST, 288.38 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE, SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 12, SOUTH 10°27'10" EAST, 206.56 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 60,514 SQ.FT., 1.389 ACRES, MORE OR LESS.

Prepared by:



Douglas Boynton, PLS4787
Dulin and Boynton Licensed Surveyors
February 18, 2016
(562) 426-6464



LEGAL DESCRIPTION

PARCEL 5 APN 6009-033-902

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOT A, LOT 12, LOT 13, LOT 14, LOT 15 AND LOT 16, TRACT NO. 8073 AS PER MAP RECORDED IN BOOK 117, PAGES 24 AND 25 OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, BEGINNING AT A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID LOT 12 AND A LINE PARALLEL AND/OR CONCENTRIC WITH AND 1.50 FEET EASTERLY, AS MEASURED AT RIGHT ANGLES, WITH THE EASTERLY LINE OF SAID LOT A, THENCE, NORTHERLY ALONG SAID PARALLEL AND/OR CONCENTRIC LINE, NORTH 05°13'05" WEST, 588.11 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 240.79 FEET; THENCE, NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 51°40'14", AN ARC LENGTH OF 217.15 FEET; THENCE, NORTH 46°27'09 EAST, 54.67 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 260.79 FEET; THENCE, NORTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 32°11'26", AN ARC LENGTH OF 146.52 FEET TO A POINT OF INTERSECTION WITH SAID CONCENTRIC CURVE AND THE EAST LINE OF SAID LOT 15, SAID EAST LINE ALSO BEING THE WEST LINE OF ALAMEDA STREET AS SHOWN ON SAID TRACT NO. 8073; THENCE, NORTHERLY ALONG SAID EAST LINE OF LOT 15, THE EAST LINE OF SAID LOT A AND THE NORTHEASTERLY LINE OF SAID LOT 16, NORTH 10°27'10" WEST, 32.69 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET; THENCE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°08'36", AN ARC LENGTH OF 9.72 FEET TO A POINT OF INTERSECTION WITH SAID NORTHEASTERLY LINE OF LOT 16 AND A LINE PARALLEL AND/OR CONCENTRIC WITH AND 1.50 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, WITH THE NORTHEASTERLY AND EASTERLY LINES OF SAID LOT 16, A RADIAL LINE TO SAID POINT BEARS NORTH 42°24'14" EAST; THENCE, NON-TANGENT TO LAST MENTIONED CURVE, SOUTHWESTERLY ALONG SAID PARALLEL AND/OR CONCENTRIC LINE, SOUTH 13°54'39" WEST, 35.18 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 240.79 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°32'30", AN ARC LENGTH OF 136.76 FEET; THENCE, SOUTH 46°27'09 WEST, 54.67 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 260.79 FEET; THENCE, SOUTHEASTERLY


LEGAL DESCRIPTION

PARCEL 5
APN 6009-033-902
(Continued)

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°05'08", AN ARC LENGTH OF 132.39 FEET TO A POINT OF INTERSECTION WITH A LINE PARALLEL WITH AND 1.50 FEET EASTERLY, AS MEASURED AT RIGHT ANGLES, WITH THE WESTERLY LINE OF SAID LOT 16, A RADIAL LINE TO SAID POINT BEARS NORTH 72°37'59" WEST; THENCE, NON-TANGENT TO LAST MENTIONED CURVE, NORTHERLY ALONG LAST MENTIONED PARALLEL LINE, NORTH 05°13'05" WEST, 329.95 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 16; THENCE, NORTHWESTERLY ALONG THE NORTHERLY LINES OF SAID LOT 16 AND SAID LOT A, NORTH 83°04'10" WEST, 18.92 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID LOT A; THENCE, SOUTHERLY ALONG THE WEST LINE OF SAID LOT A, SOUTH 05°13'05" EAST, 1020.53 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 12 AND THE WEST LINE OF SAID LOT A; THENCE, EASTERLY ALONG SAID PROLONGATION AND THE SOUTHERLY LINE OF SAID LOT 12, NORTH 89°55'50" EAST, 18.57 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 26,368 SQ.FT., 0.605 ACRES, MORE OR LESS.

Prepared by:


Douglas Boynton, PLS4787
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February 18, 2016
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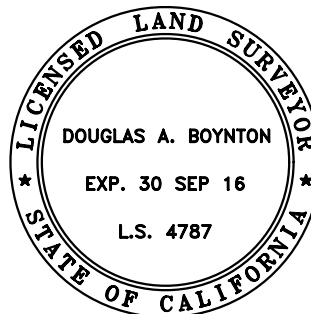


EXHIBIT C

Groundwater Monitoring Well Locations

S:\GIS\HC1489\Project\GW Loc.mxd cc 10/10/2014

