

# Los Angeles Unified School District

## Office of Environmental Health and Safety

MICHELLE KING  
Superintendent of Schools

DIANE H. PAPPAS  
Chief Executive Officer, District Operations and Digital Innovation

ROBERT LAUGHTON  
Director, Environmental Health and Safety

CARLOS A. TORRES  
Deputy Director, Environmental Health and Safety

October 16, 2017

Mary Clare Molidor  
Chief Assistant City Attorney  
Criminal and Special Litigation Branch  
Office of the Los Angeles City Attorney  
200 N. Main St. Ste 966  
Los Angeles, CA 90012

Ms. Molidor

The Los Angeles Unified School District's (District) Office of Environmental Health and Safety (OEHS) is writing this letter to formally register a complaint regarding operations at the Atlas Iron and Metal Company (Atlas) facility located at 10019 South Alameda Street in Los Angeles. Atlas is an active metal recycling facility that has been in operation since approximately 1949. Portions of the District's David Star Jordan Senior High School (Jordan High) border Atlas to the west and south. A historical background of operations at Atlas and regulatory involvement is provided in Attachment A.

It has come to our attention that the City of Los Angeles (City) has annexed the Atlas property and did not maintain key conditional use clauses that were originally in place by the County of Los Angeles Conditional Use Permit (CUP) No. 03-036-(2) in March 2004 (Attachment B). Specifically, Conditions 24 and 33:

- Condition 24 states, "No wrecked or dismantled vehicles, salvage, junk or other raw materials, equipment, or finished products shall be stored at a height greater than that of the surrounding fence."
- Condition 33 states, "The permittee shall provide a buffer area of not less than fifty (50) feet in width along the westerly and southerly property line. The buffer area shall be clearly delineated and maintained. Except for required parking area located along the southerly property line and storage of non-hazardous and non-combustible material, as specified in Condition No 35, operations associated with the scrap metal yard are strictly prohibited within the buffer area."

The District has recorded multiple events in the past few years where the height of the stockpile is above the height of the retaining wall adjacent to Jordan High as documented in the photographs provided in Attachment C. In addition, a recent aerial photo of the Atlas property indicates that the buffer area has not been maintained along the western and southern boundaries (adjacent to Jordan High) as stated in Condition 33 of the CUP.

In addition to the County of Los Angeles CUP, a Land Use Covenant (LUC) between Atlas and the Department of Toxic Substances (DTSC) was recorded on October 20, 2008 (Attachment D). Section 4.06 Non-Interference with PROPERTY (a) (5) states:

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333 South Beaudry Avenue, 21<sup>st</sup> Floor, Los Angeles, CA 90017 • Telephone (213) 241-3199 • Fax (213) 241-6816

*Our Mission: To ensure a safe and healthy environment for students to learn, teachers to teach, and employees to work.  
Our Vision: To eliminate all environmental health and safety risks at schools.*

- *“None of the following activities shall be conducted on the PROPERTY without written authorization from the Department.”*
  - *“Any activities on the PROPERTY that violate the terms of S&W Atlas Iron and Metal Co., Inc. ’s Conditional Use Permit, dated March 30, 2004.”*

Based on the historical environmental issues and current operations at the Atlas facility, the potential for contaminants from the recycling activities affecting Jordan High remains. The District is requesting that the City re-instate both the height and buffer area requirements as referenced in the Los Angeles County CUP No. 03-036-(2).

I would like an opportunity to meet with you to discuss the issues and provide further detail along with the Districts position on additional, potential remedies to this serious condition.

Sincerely,



Robert Laughton, Director  
Office of Environmental Health & Safety  
Los Angeles Unified School District

Attachments:

- Attachment A – Historical Background
- Attachment B – Los Angeles County CUP No. 03-036-(2), March 30, 2004
- Attachment C – Photographs
- Attachment D – Atlas Land Use Covenant (LUC), October 20, 2008.

C: Jay Golida, Associate General Counsel  
Barry Groveman, Esq.  
Pat Schanen, OEHS

Delivered via US and Certified mail: 10/18/17  
Receipt # 7008 1140 0000 2192 4397

# ATTACHMENT A

## Historical Background

Atlas Metals (Atlas) is an active metal recycling facility located on a three-acre facility at 10019 South Alameda Street in Los Angeles that has been in operation since approximately 1949. Atlas processes scrap metals for recycling by cutting, welding and sorting at the facility.

- In May 2002, an explosion from cutting an oil drum propelled pieces of metal onto David Starr Jordan Senior High School (Jordan High).
- In December 2002, a second explosion occurred from dismantling a round of military tank ordinance for recycling purposes. Shrapnel was propelled over the fence onto Jordan High.
- In March 2003, the Director of LAUSD's Office of Environmental Health and Safety (OEHS) sent a letter to the Department of Toxic Substance Control (DTSC) requesting that the DTSC assist LAUSD in investigating possible health and safety threats to Jordan High from the Atlas recycling facility.
- In early 2003, LAUSD met with City, County and State officials regarding the safety of school occupants from the daily operations conducted at Atlas. It was determined that Atlas had been operating on an expired Los Angeles County Conditional Use Permit (CUP) for a year. LAUSD requested that an Environmental Impact Report be prepared for the Atlas facility prior to issuance of a CUP.
- In March 2003, DTSC completed a preliminary investigation at Atlas. Samples were collected from two soil stockpiles located adjacent to Jordan High. Preliminary test results in July 2003 identified contaminant concentrations at levels that created a concern about migration onto the Jordan High campus.
- On November 15, 2003, DTSC issued Enforcement and Corrective Action Order to Atlas.
- In December 2003, DTSC issued a Notice of Violation to Atlas.
- On March 12, 2004, DTSC notified LAUSD of their intent to sample soil on Jordan High property adjacent to Atlas.
- On March 30, 2004, Los Angeles County issued a new CUP 03-036-(2) to Atlas.

- In July 2004, DTSC completed soil investigation at Jordan High. Lead concentrations were reported up to 5,200 parts per million (ppm) with arsenic concentrations detected up to 230 ppm. The California EPA screening levels for lead at the time of investigation were 255 ppm for lead and 11.3 ppm for arsenic. Please note, the current regulatory screening levels for lead is 80 ppm and 12 ppm for arsenic. Subsequently the DTSC issued a No Further Action determination letter on August 3, 2004.
- In September 2006, DTSC oversaw removal of 1,400 cubic yards of soil (stockpiles) from Atlas. Concentration of lead were reported up to 56,200 ppm with arsenic concentrations detected up to 243 ppm.
- In July 2008, final clean-up actions at the Atlas facility were completed. At that time, Atlas replaced the western wall separating Atlas from Jordan High.
- On October 20, 2008, a Land Use Covenant (LUC) was recorded between the DTSC and the trustees of Atlas.
- On October 10, 2013, DTSC sent a complaint referral form to Los Angeles County to conduct a generator inspection at the Atlas site to determine if hazardous wastes or substances handled or stored at the site was being released into the environment.
- Between October and December of 2013, The County of Los Angeles Fire Department completed multiple inspections of the Atlas facility. Atlas was notified and corrected minor violations in relation to storage and remove of hazardous material storage and management including a Hazardous Materials Business Plan (HMBP). Atlas corrected most of the issues by December 2013 except for the HMBP. There is no further documentation of the HMBP being recorded by the County in the DTSC's Envirostor files.
- On May 21, 2014, DTSC completed a LUC inspection at Atlas. The inspection noted minor cracks in concrete and the DTSC recommended further monitoring.
- In 2015, the Atlas facility and other parcels of property in the area were jurisdictionally transferred to the City of Los Angeles. The CUP for the site was transferred to the City of Los Angeles.
- On June 30, 2016, a check of the Atlas file on Envirostor indicates the last recorded LUC inspection was completed. A copy of the inspection report was not available on Envirostor.

# **ATTACHMENT B**

**Conditional Use Permit (CUP)**

**No. 03-036-(2), March 2004**

This page is part of your document - DO NOT DISCARD

RECORDING REQUESTED BY  
WHEN RECORDED MAIL TO

04 0750147

Name: ALAN TROD & METAL CO

Mailing Address 10019 S. ALAMEDA ST

City, State Zip Code Los Angeles CA 90009

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA

11:21 AM MAR 30 2004

FOLD HERE

FOLD HERE

TITLE(S):



FEE		FEES \$ <u>79</u> T <u>15</u> DAFS \$ <u>2</u> C-20 <u>74</u>		D.T.T
CODE 20				
CODE 19		CODE 24		
CODE 9				

Assessor's Identification Number (AIN)

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

Number of Parcels Shown

				-				-			
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THIS FORM NOT TO BE DUPLICATED

000651



Please complete this form and return to  
The Department of Regional Planning  
320 West Temple Street  
Los Angeles, California 90012

**AFFIDAVIT OF ACCEPTANCE FORM**

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

}SS

Regarding **CONDITIONAL USE PERMIT NO. 03-036-(2)**

I/We the undersigned state

I am/We are the owner of the real property described in the above-numbered case and the permittee in said case I am/We are aware of, and accept, all the stated conditions in said grant

I/We have enclosed a check in the amount of \$ 6,000.00 payable to the County of Los Angeles as required by the conditions of approval to ensure regular inspections for compliance I/We also acknowledge that I/We and my/our successors in interest may be required to reimburse the Department of Regional Planning for any additional enforcement efforts necessary to bring the subject property into compliance

Executed this 25<sup>th</sup> day of March, 2008

I/We declare under the penalty of perjury that the foregoing is true and correct

*(Where the owner and permittee are not the same, both must sign.)*

**Type of Print**

**Applicant**

Name GARY WEISENBERG

Applicant ATLAS TROD & METAL CO

City, State LOS ANGELES CA

Signature [Handwritten Signature]

**Owner:**

Name GARY WEISENBERG

Address 10019 S. ALAMEDA ST

City, State LOS ANGELES CA

Signature [Handwritten Signature]

*This signature must be  
Acknowledged  
By a notary public. Attach  
Appropriate  
Acknowledgements*

**CONDITIONAL USE PERMIT NO. 03-036-(2)****CONDITIONS**  
Page 1 of 8

- 1 This grant authorizes the use of the subject property for the continued operation and maintenance of an existing scrap metal recycling facility as depicted on the approved Exhibit "A", subject to all of the following conditions of approval.
- 2 Unless otherwise apparent from the context, the term "permittee" shall include the applicant and any other person, corporation, or other entity making use of this grant
- 3 This grant shall not be effective for any purpose until the permittee, and the owner of the subject property if other than the permittee, have filed at the office of the Department of Regional Planning an affidavit stating that they are aware of, and agree to accept, all of the conditions of this grant and that the conditions of the grant have been recorded as required by Condition No. 8, and until all required monies have been paid pursuant to Condition Nos. 11 and 12
- 4 The permittee shall defend, indemnify and hold harmless the County, its agents, officers, and employees from any claim, action, or proceeding against the County or its agents, officers, or employees to attack, set aside, void or annul this permit approval, which action is brought within the applicable time period of Government Code Section 65009 or any other applicable limitation period. The County shall notify the permittee of any claim, action, or proceeding and the County shall reasonably cooperate in the defense
- 5 In the event that any claim, action, or proceeding as described above is filed against the County, the permittee shall within ten days of the filing pay the Department of Regional Planning an initial deposit of \$5,000, from which actual costs shall be billed and deducted for the purpose of defraying the expenses involved in the department's cooperation in the defense, including but not limited to, depositions, testimony, and other assistance to permittee or permittee's counsel. The permittee shall also pay the following supplemental deposits, from which actual costs shall be billed and deducted
  - a If during the litigation process, actual costs incurred reach 80 percent of the amount on deposit, the permittee shall deposit additional funds sufficient to bring the balance up to the amount of the initial deposit. There is no limit to the number of supplemental deposits that may be required prior to completion of the litigation
  - b At the sole discretion of the permittee, the amount of an initial or supplemental deposit may exceed the minimum amounts defined herein.

The cost for collection and duplication of records and other related documents will be paid by the permittee in accordance with 2.170 010 of the Los Angeles County Code Section



## CONDITIONAL USE PERMIT NO. 03-036-(2)

CONDITIONS  
Page 2 of 8

- 6 This grant shall expire unless used within ninety (90) days from the date of approval. A one-month time extension may be requested in writing and with the applicable fee. Compliance with Condition No. 3 shall constitute use of this grant.
7. If any provision of this grant is held or declared to be invalid, the permit shall be void and the privileges granted hereunder shall lapse.
- 8 Prior to the use of this grant, the terms and conditions of the grant shall be recorded in the office of the County Recorder. In addition, upon any transfer or lease of the property during the term of this grant, the permittee shall promptly provide a copy of the grant and its conditions to the transferee or lessee, as applicable, of the subject property.
- 9 This grant shall terminate on March 17, 2024. Entitlement to the use of the property thereafter shall be subject to the regulations then in effect. If the permittee intends to continue operations after such date, a new Conditional Use Permit application shall be filed with the Department of Regional Planning at least six months prior to the termination date of this grant, whether or not any modification of the use is requested at that time.
- 10 A meeting shall be hosted by the permittee annually, to which the administrator or principal of David Starr Jordan High School and a representative of the Los Angeles Unified School District Board of Education District 7 shall be invited. A representative of the Department of Regional Planning Zoning Enforcement Section shall also be present at the meeting. The meeting shall provide the school an opportunity to discuss issues and concerns regarding the facility's operations. Following each meeting the permittee shall provide a report to the Department of Regional Planning within 30 days of said meeting. Should any concerns be identified, the permittee shall diligently address these issues to the satisfaction of the Director.
11. The subject property shall be maintained and operated in full compliance with the conditions of this grant and any law, statute, ordinance, or other regulation applicable to any development or activity on the subject property. Failure of the permittee to cease any development or activity not in such full compliance shall be a violation of these conditions. Prior to the use of this grant, the permittee shall deposit with the County of Los Angeles the sum of \$6,000.00. These monies shall be placed in a performance fund which shall be used exclusively to compensate the Department of Regional Planning for all expenses incurred while inspecting the premises to determine the permittee's compliance with the conditions of approval, including adherence to development in accordance with the approved site plan on file. The fund provides for twenty (20) zoning enforcement inspections/meetings as described in Condition 11.

- If additional inspections are required to ensure compliance with the conditions of this grant, or if any inspection discloses that the subject property is being used in violation of any condition of this grant, the permittee shall be financially responsible and shall reimburse the Department of Regional Planning for all additional inspections and for any enforcement efforts necessary to bring the subject property into compliance. The amount charged for additional inspections shall be the amount equal to the recovery cost at the time of payment (currently \$150.00 per inspection)
12. Within fifteen (15) days of the approval date of this grant, the permittee shall remit a \$25 00 processing fee payable to the County of Los Angeles in connection with the filling and posting of a Notice of Determination in compliance with Section 25552 of the Public Resources Code
  13. Notice is hereby given that any person violating a provision of this grant is guilty of a misdemeanor. Notice is further given that the Regional Planning Commission or a hearing officer may, after conducting a public hearing, revoke or modify this grant, if the Commission or hearing officer finds that these conditions have been violated or that this grant has been exercised so as to be detrimental to the public health or safety or so as to be a nuisance
  14. All requirements of Title 22 of the County Code (Zoning Ordinance) and of the specific zoning of the subject property must be complied with unless specifically modified by this grant, as set forth in these conditions or shown on the approved plans.
  15. All structures shall comply with the requirements of the Division of Building and Safety of the Los Angeles County Department of Public Works
  16. The subject facility shall be developed and maintained in compliance with the requirements of the Los Angeles County Department of Health Services
  17. Within ninety (90) days of the approval date of this grant, the permittee shall contact the Department of Public Works in writing and with a copy to the Department of Regional Planning to determine whether an Industrial Waste Permit is required. All information required by said department shall be submitted in a timely manner
  18. All structures, walls, and fences open to public view shall remain free of extraneous markings, drawings, or signage. These shall include any of the above that do not directly relate to the business being operated on the premises or that do not provide pertinent information about said premises. The only exceptions shall be seasonal decorations or signage provided under the auspices of a civic or non-profit organization
  19. In the event any such extraneous markings occur, the permittee shall remove or cover said markings, drawings, or signage within 24 hours of such occurrence, weather

## CONDITIONAL USE PERMIT NO. 03-036-(2)

## CONDITIONS

Page 4 of 8

- permitting. Paint utilized in covering such markings shall be of a color that matches, as closely as possible, the color of the adjacent surfaces
20. Within ninety (90) days of the approval date of this grant, the permittee shall submit to the Director for review and approval three (3) copies of revised plans, similar to Exhibit "A" as presented at the public hearing, that depict all project changes required by these conditions of approval, including the following 1) dimensions and heights of all existing or proposed wall business signs, 2) two parking spaces designated for disabled persons, one of which must be van-accessible, and 3) all required landscaping. The subject property shall be developed and maintained in substantial compliance with the approved Revised Exhibit "A". In the event that subsequent revised plans are submitted, the permittee shall submit three (3) copies of the proposed plans to the Director for review and approval. All revised plot plans must be accompanied by the written authorization of the property owner.
  21. The permittee shall maintain a minimum of thirty-three (33) on-site parking spaces (28 standard and 5 truck spaces), including two spaces designated and reserved for disabled persons, one of which shall be van-accessible. Adequate access to all required parking spaces shall be maintained. The parking spaces shall be available for business and employee usage at all times, and no inoperable vehicles shall be parked or stored in the required parking spaces.
  22. No scrap, salvage, junk or other raw materials, equipment, or finished products shall be placed or allowed to remain outside of the enclosed yard area or within the access ways needed for the required parking spaces, driveways, or fire access driveways.
  23. The permittee shall comply with all regulations, laws and ordinances of the County of Los Angeles and the State of California.
  24. No wrecked or dismantled vehicles, salvage, junk or other raw materials, equipment, or finished products shall be stored at a height greater than that of the surrounding fence.
  25. Any lighting within the yard area and parking lot shall be shielded and directed away from adjacent properties to prevent direct illumination and glare.
  26. All operations and storage, including all equipment used in conducting the scrap metal yard use, other than parking, shall be confined within an enclosed building or within an area enclosed by a 10-foot high solid wall or solid fence except along a portion of the northern property line as depicted on the approved Exhibit "A".
  27. All new fences and walls shall be of a uniform height in relation to the ground upon which they stand and shall be between eight and 15 feet in height. Fences or walls exceeding 10 feet in height and located on a street or highway frontage must be set

## CONDITIONAL USE PERMIT NO. 03-036-(2)

## CONDITIONS

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- back at least 3 feet from the property line and the setback area shall be fully landscaped as required in Condition No. 46. Fences and walls open to view from any public street or highway or any area in a residential, agricultural or commercial zone shall be constructed of metallic panels, at least .024 inches thick, painted with a "baked-on" enamel or similar permanent finish, masonry, or other comparable materials approved by the Director
- 28 All fences and walls shall be constructed in a workmanlike manner and shall consist solely of new materials unless the Director approves the substitution of used materials where, in his opinion, such used materials will provide the equivalent in service, appearance and useful life.
  - 29 All fences and walls shall be painted a uniform neutral color, excluding black, which blends with the surrounding terrain, and improvements shall be maintained in a neat and orderly condition at all times. Fences and walls shall contain no painted sign or posters except as approved by the Director.
  - 30 No structures shall be used as part of the yard boundaries. All structures that are exposed to view from the street frontage shall be painted a neutral color, excluding black, to conform to the color of the fencing/walls, except that the Director may approve other appropriate architectural treatment.
  - 31 Raw material, equipment, or finished products shall be stored and secured within the enclosed storage area.
  - 32 All driveways on the subject property shall conform to the standards specified in Part 11 of Chapter 22 52 of the County Code.
  - 33 The permittee shall provide a buffer area of not less than fifty (50) feet in width along the westerly and southerly property line. The buffer area shall be clearly delineated and maintained. Except for required parking area located along the southerly property line and storage of non-hazardous and non-combustible material, as specified in Condition No 35, operations associated with the scrap metal yard are strictly prohibited within the buffer area.
  - 34 The required buffer area may be used for storage of non-hazardous and non-combustible material to the satisfaction of the Director. The Permittee shall provide a list of material proposed for storage within the buffer area, subject to review and approval by the Director.
  - 35 The existing canopy structure shall not be occupied or used until a valid building permit has been issued and finalized for its construction.

## CONDITIONAL USE PERMIT NO. 03-036-(2)

CONDITIONS  
Page 6 of 8

- 36 Except for required landscaping, the entire subject property shall be paved with concrete or an asphalt surfacing or an oil and aggregate mixture to prevent emission of dust or tracking of mud onto public right-of-way or adjacent properties. The owner must demonstrate that the entire lot is paved to the satisfaction of the Department of Public Works and the Director of Regional Planning
- 37 The subject property shall be maintained in a clean and orderly manner. The permittee shall maintain all areas of the premises free of litter. The entire premises shall be cleaned once every twenty-four (24) hours, weather permitting, and all litter and trash items found shall be disposed of properly.
38. Incineration of waste materials is strictly prohibited on the subject property
- 39 Operations involving the use of heavy equipment for the breaking and dismantling of material, including but not limited to a breaking ball, shall be adequately shielded and located to prevent ejection of materials onto adjacent properties.
40. Storage and processing of live or declassified explosives devices and material or military ordnance of any kind is expressly prohibited
- 41 All storage containers or tanks shall be depressurized and free of explosive or flammable materials before processing. The permittee shall post and maintain signage in conspicuous locations informing its customers of the materials that are prohibited at the facility. Drawings depicting the location and size of these signs shall be submitted to the Department of Regional Planning for approval before they are posted.
42. The permittee shall diligently exercise discretion in the intake and processing of materials that may pose a potential health or safety risk. The designated Safety Coordinator or an employee trained by the Safety Coordinator shall be assigned to inspect every incoming load of materials for the presence of prohibited or otherwise hazardous materials. Said Safety Coordinator or trained employee shall reject the intake of all prohibited or otherwise hazardous materials.
43. The permittee shall provide contact information of the facility's designated Safety Coordinator to the Department of Regional Planning, the Los Angeles Unified School District and David Starr Jordan High School. Appropriate corrective measures to address complaints regarding the operation shall be implemented promptly by the permittee to the satisfaction of the Director.
44. The permittee shall post sign(s) on the subject property in English and the predominant second language with contact telephone numbers for the facility manager or Safety Coordinator and the Los Angeles County Department of Regional Planning Zoning Enforcement Section (213-974-6453) for reporting any complaints related to the operation of the facility.

- 45 At least 2,800 square feet of landscaping shall be installed along the Alameda Street frontage and along the southern property line. Said landscaping shall be developed in accordance with an approved plot plan which complies with the following criteria:
- a. No planting area shall have a horizontal dimension of less than three (3) feet,
  - b. A permanent watering system or hose bibs shall be provided which satisfactorily irrigates all planted areas. When hose bibs are utilized, they shall be so located as to permit the watering of all planted areas with a 50-foot hose, and
  - c. All landscaped areas shall be continuously and properly maintained in good condition.
- 46 As recommended by the Los Angeles County Department of Health Services in the attached letter dated June 11, 2003, the following conditions shall apply:
- a. Amplified sound equipment intended to be audible outside the building shall only be mounted facing northeast. The volume shall be controlled so that it is only audible to persons on the site.
  - a. All activities, including the use of equipment and machines at the project site shall be required to comply with the provisions and restrictions of the Los Angeles County Noise Control Ordinance,
  - c. The use of vibration equipment shall not exceed the perception level of 0.01 in/s of motion velocity at the nearest occupied dwellings or buildings, and
  - b. The hours of operation of the scrap metal processing facility yard shall be limited to 7:00 a.m. to 3:30 p.m., Monday through Friday, and 7:00 a.m. to 11:30 a.m. on Saturday.
47. The permittee shall comply with all conditions set forth in the attached County of Los Angeles Department of Public Works letter dated March 31, 2003, as follows:
- a. Dedicate 40 feet of right-of-way from the centerline on Alameda Street, and
  - b. Dedicate the right to restrict vehicular access to Alameda Street
48. The permittee shall comply with all conditions set forth in the attached County of Los Angeles Fire Department letter dated September 16, 2003.
49. Provision shall be made for all existing drainage to the satisfaction of the Los Angeles County Department of Public Works.

CONDITIONAL USE PERMIT NO. 03-036-(2)

CONDITIONS  
Page 8 of 8

- 50 Any new signage proposed on the property shall be subject to review and approval by the Director. All signage shall comply with Part 10 of Section 22 52 of the County Code.
- 51 All portions of outside storage areas are required to provide adequate grading and drainage and shall be continuously maintained.
52. The permittee shall provide and continuously have on file with the Department of Regional Planning a contact name and phone number in the event that communication by the Department is warranted relative to these conditions.
- 53 Outdoor advertising on the subject property is expressly prohibited.

Attachments

June 11, 2003 Letter from the Department of Health Services  
March 31, 2003. Letter from the Department of Public Works  
September 16, 2003 Letter from the Fire Department

RF-SD

04 0750147

**COUNTY OF LOS ANGELES + DEPARTMENT OF HEALTH SERVICES**  
**PUBLIC HEALTH**  
**ENVIRONMENTAL HEALTH**  
**ENVIRONMENTAL PROTECTION BUREAU**  
**ENVIRONMENTAL HYGIENE**  
 5050 Commerce Drive, Rm. 115  
 Baldwin Park, CA 91706-1423  
 626-430-5433, Fax. 626-813-3025

June 11, 2003

Los Angeles County Department of Regional Planning  
 Impact Analysis Section  
 320 West Temple Street  
 Los Angeles, California 90012  
 Attn: Daryl Koutnik/ Christina Tran

**RE: CONDITIONAL USE PERMIT (CUP) NOISE ELEMENT REVIEW**  
**CUP# 03-306, 10019 - 10035 South Alameda Street, Los Angeles, CA 90002**

Staff of this Department has conducted acoustical analysis of the proposed project, CUP# 03-306, 10019 - 10035 South Alameda Street, in an unincorporated section of Los Angeles county, CA 90002.

PROPOSED PROJECT

Continue the operation of existing scrap metal sorting and processing yard which was previously approved under CUP # 1970-(2).

PROJECT SITE

The project site is bounded on the north by an industrial building, on the east by the Alameda Corridor and industrial uses, on the west and south by a high school with a playground and parking areas as setbacks. The site is bounded by a block wall, about 10 feet high, along the property lines on the north, south, and west.

BACKGROUND NOISE ANALYSIS

Surrounding noise sources include vehicle traffic from Alameda Street and roadways in the vicinity, aircraft landing into LAX, and school ground users at the adjacent high school.

NOISE FROM THE OPERATION OF THE FACILITY

Noise generated from the operational activities inside the property include vehicle movements and engine idling, and equipment and machines used for unloading, loading, sorting and processing of scrap metals. Also noted public address system being used

000661



04 0750147



COUNTY OF LOS ANGELES  
FIRE DEPARTMENT

5823 Rickenbacker Road  
Commerce, California 90040

13

DATE: September 16, 2003  
TO: Department of Regional Planning  
Permits and Variances  
SUBJECT: CUP 03-036  
LOCATION: 10019-10035 South Alameda Street

- The Fire Department has no additional requirements for this permit
- The required fire flow for this development is \_\_\_\_\_ gallons per minute for \_\_\_\_\_ hours. The water mains in the street, fronting this property must be capable of delivering this flow at 20 pounds per square inch residual pressure
- Install \_\_\_\_\_ Public and/or \_\_\_\_\_ On-site and/or \_\_\_\_\_ Upgrade/Verify 6" X 4" X 2 1/2" fire hydrants, conforming to AWWA C503-75 or approved equal. All installations must meet Fire Department specifications. Fire hydrant systems must be installed in accordance with the Utility Manual of Ordinance 7834 and all installations must be inspected and flow tested prior to final approval
- Comments: \_\_\_\_\_
- Location: \_\_\_\_\_
- Access: All on-site driveways shall be a minimum width of 26' clear to the sky. On-site drives shall be provided to extend access to within 150' of all exterior walls of structures. Buildings in excess of 35' shall be provided with 28' of vehicular access, located parallel to one side of structures. Said access shall be labeled as Private driveway and firelane, posted with appropriate signage.
- Special Requirements: All limited access devices shall be of a type approved by the Los Angeles County Fire Dept, e.g. (gated entrances)

Fire Protection facilities, including access must be provided prior to and during construction. Should any questions arise regarding this matter, please feel free to call our office @ (323) 890-4243

Inspector *Jeanne M...*

Co CUP 6/02

Land Development Unit - Fire Prevention Division - (323) 890-4243, Fax (323) 890-9783

000662



JAMES A. NOYES, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone (626) 458-5100  
www.ladpw.org

04 0750147

14

ADDRESS ALL CORRESPONDENCE TO  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE REFER TO FILE LD-4

March 31, 2003

TO: Russell Fricano  
Zoning Permits Section  
Department of Regional Planning

FROM: Barry S. Wittler *Barry S. Wittler*  
Transportation Planning and Subdivision Review Section  
Land Development Division

**CONDITIONAL USE PERMIT NO. 03-036**

We have reviewed the subject case in the Walnut Park area in the vicinity of Alameda Street (10019 Alameda Street) and 103rd Street. This case is to allow the continued use of a scrap metal processing yard

If this permit is approved, we recommend the following conditions:

1. Dedicate right of way 40 feet from centerline on Alameda Street per C.S.B.-5080. Four feet of additional right of way is required on Assessor Parcel Nos. 6046-020-002 and -003.
2. Dedicate the right to restrict vehicular access on Alameda Street

SMC.ca  
P:\Ldpubl\Trans\CUPs\CUP 03-036 scrap metal yard.doc

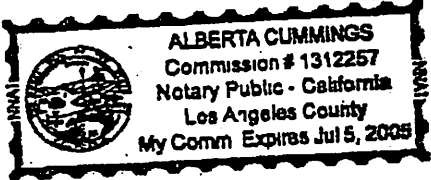
000668

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of Los Angeles } SS  
 On March 25, 2004, before me, Alberta Cummings  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")  
 personally appeared Gary Weisenberg  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument



Place Notary Seal Above

WITNESS my hand and official seal  
[Signature]  
 Signature of Notary Public

**OPTIONAL**

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

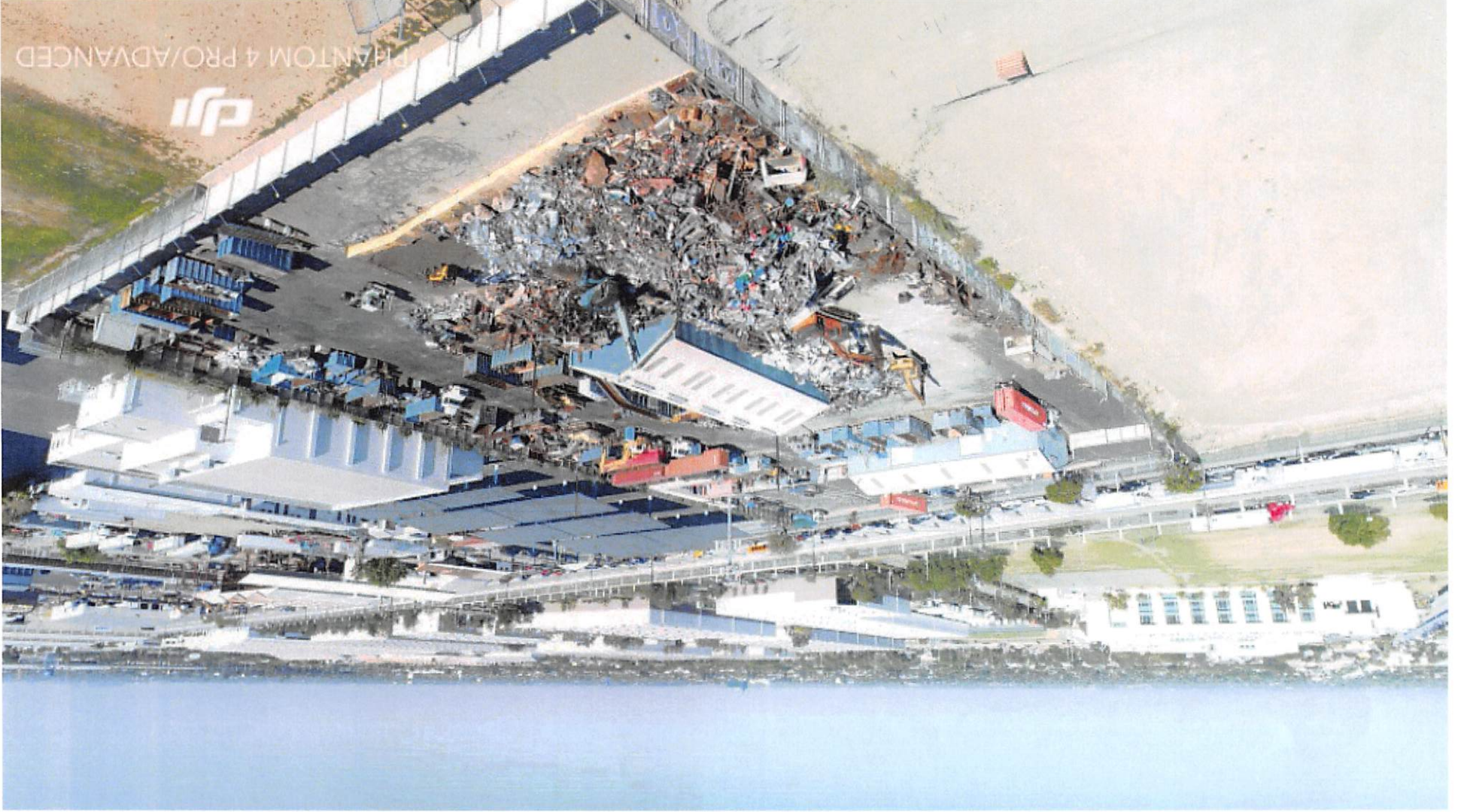
Description of Attached Document  
 Title or Type of Document Statement of Acceptance form  
 Document Date 3-25-04 Number of Pages 1  
 Signer(s) Other Than Named Above \_\_\_\_\_

Capacity(ies) Claimed by Signer  
 Signer's Name Gary Weisenberg  
 Individual  
 Corporate Officer — Title(s) \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other \_\_\_\_\_  
 Signer Is Representing \_\_\_\_\_

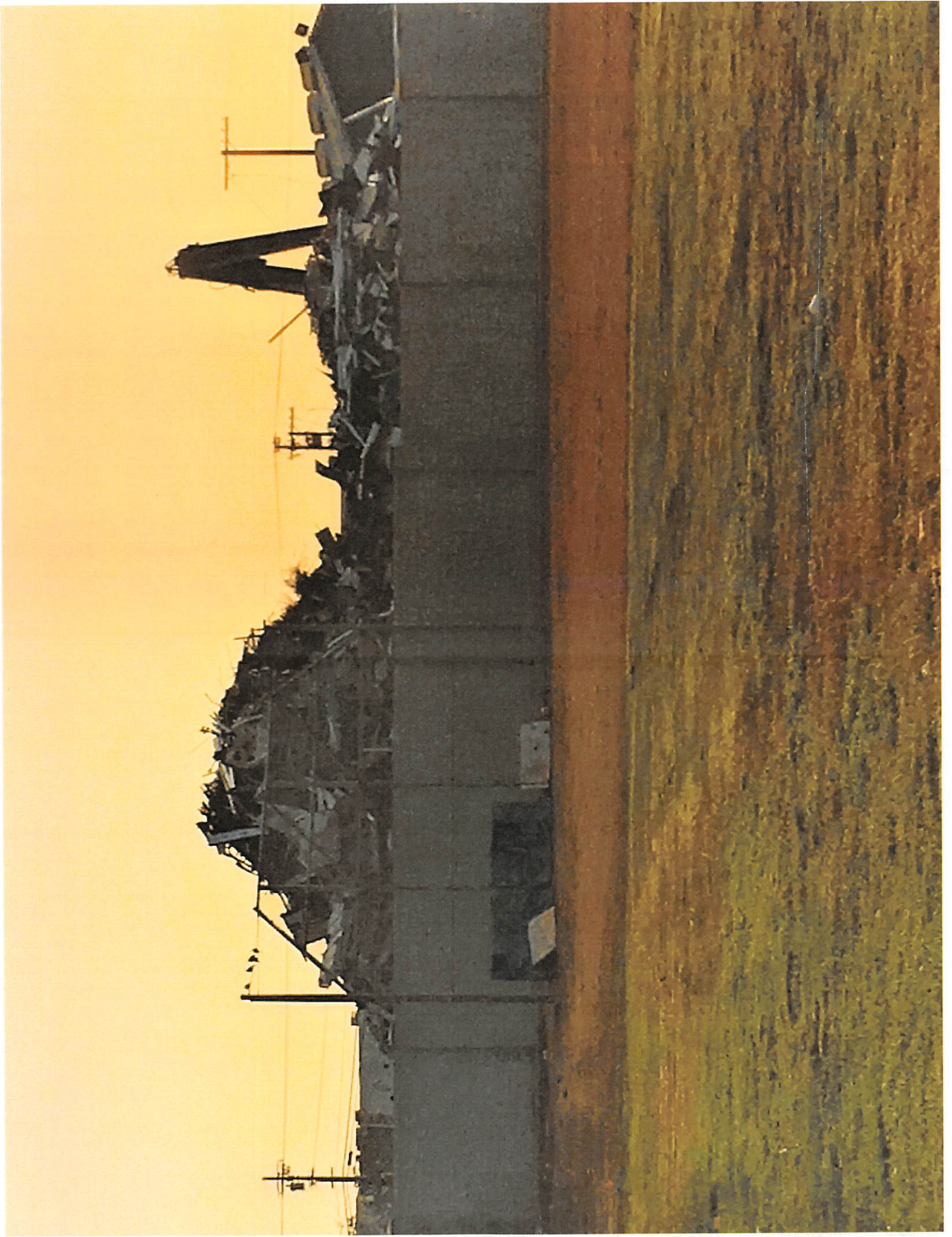


# **ATTACHMENT C**

## **Photographs**











**ATTACHMENT D**

**Atlas Metals Land Use Covenant (LUC)**

**October 20, 2008**

This page is part of your document - DO NOT DISCARD



**20081862960**

Pages:  
018



Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

Fee: 58.00

Tax: 0.00

Other: 0.00

Total: 58.00

10/20/08 AT 08:07AM

2385111      200810200030002      Counter

**TITLE(S) :** \_\_\_\_\_



LEAD SHEET

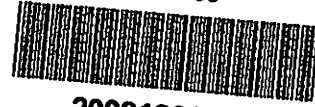
**Assessor's Identification Number (AIN)**

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

Number of AIN's Shown

2

10/20/08



20081862960

**RECORDING REQUESTED BY:**

Gary Weisenberg  
10019 South Alameda Street  
Los Angeles, California 90002

**WHEN RECORDED, MAIL TO:**

Department of Toxic Substances Control  
9211 Oakdale Avenue  
Chatsworth, CA 91311-6505  
Attention: Stephen Lavinger

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**COVENANT TO RESTRICT USE OF PROPERTY  
ENVIRONMENTAL RESTRICTION**

**(Re: Portion of County of Los Angeles APN 6046-020-001)**

This Covenant and Agreement ("Covenant") is made by and between 10019 S. Alameda LLC, and Doris Sebulsky (together the "Covenantors"), who are the current owners of the PROPERTY, as defined in Section 1.01 below, and the Department of Toxic Substances Control (the "Department").

The Department has determined that this Covenant is reasonably necessary under Civil Code section 1471 as a result of the presence on the Property of hazardous materials as defined in Health and Safety Code section 25260. The Covenantors and Department, collectively referred to as the "Parties", hereby agree, pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5, that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1. The Parties agree that there has been no adjudication of any

fact or law, and the Covenantors expressly deny any liability under the complaint in *People of the State of California, et al. v. S & W Atlas Iron and Metal Co., Inc., et al.*, Los Angeles Superior Court Case No. BC 316733.

ARTICLE I  
BACKGROUND

1.01. The property to which this Covenant applies (the "PROPERTY") is in the north westerly corner of a larger parcel of property that is situated in Los Angeles, County of Los Angeles, State of California. The larger parcel in which the PROPERTY is located is 10019 South Alameda Street, and is identified by APN 6046-020-001. The legal description of the PROPERTY to which this Covenant applies is attached as Exhibit "A", and incorporated by this reference.

1.02. The PROPERTY has been remediated pursuant to: (1) a work plan dated July 31, 2006 and approved by the United States Environmental Protection Agency; and (2) a separate work plan dated March 14, 2008, and approved by the Department and the Court in a stipulation and judgment in *People of the State of California, et al. v. S & W Atlas Iron and Metal Co., Inc., et al.*, Los Angeles Superior Court Case No. BC 316733. Remediation included excavations of soils, installing a reinforced concrete slab cap ("Cap") over a portion of the PROPERTY, and repairing existing concrete over the remainder of the PROPERTY. The engineering drawing attached as Exhibit "B" hereto and incorporated by this reference illustrates the Cap and the surrounding area.

1.04. The Department has determined that, following the remediation, a portion of the surface and subsurface soils at the PROPERTY still contains hazardous materials, as defined in Health and Safety Code section 25260, including lead, copper, and zinc.

1.05. The judgment in *People of the State of California, et al. v. S & W Atlas Iron*

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and Metal Co., Inc., et al., Los Angeles Superior Court Case No. BC 316733, requires that this Covenant be recorded.

ARTICLE II  
DEFINITIONS

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

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

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

2.05. Occupant. "Occupant" means any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the PROPERTY.

2.06. Owner. "Owner" means any person or entity who at any time holds title to all or any portion of the PROPERTY.

ARTICLE III  
GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth environmental restrictions that apply to and encumber the PROPERTY and every portion thereof no matter how the PROPERTY is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 and Civil Code section 1471; (b) inures to the benefit

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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.

**3.02. Binding Effect.** This Covenant binds each Owner of any portion of the PROPERTY, during his or her ownership, and each person having any interest therein derived through any Owner thereof. Pursuant to Civil Code section 1471, this Covenant also binds each successive Owner of any portion of the PROPERTY, during his or her ownership, and each person having any interest therein derived through any Owner thereof.

In the event of a transfer of the PROPERTY's ownership, this Covenant binds only the current Owner(s) and releases all prior Owners from any obligation under this Covenant.

**3.03. Written Notice of Covenant.** Prior to the sale, lease or sublease of the PROPERTY, or any portion thereof, the Owner or Occupant shall give the successive Owner or Occupant written notice of the existence of this Covenant.

**3.04. 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.

**3.05. Conveyance of PROPERTY.** The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of an ownership interest in the PROPERTY (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written 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 Numbers (APNs) noted on page one. If the new Owner's PROPERTY has been assigned a different APN, each such APN that covers the PROPERTY must be provided. This Covenant does not provide the Department authority to approve or disapprove any proposed conveyance, except as otherwise provided by law or

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administrative order.

**3.06. Costs of Administering the Covenant to be paid by Owner.** The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. The Covenantors hereby covenant for themselves to pay the Department's actual costs for fifteen years, not to exceed \$500.00 biannually, in administering, implementing and enforcing the Covenant, following the Department providing Covenantors with a written invoice for such costs.

In the event of a transfer of the PROPERTY's ownership, all successive Owners, excluding those described in this paragraph below, shall pay the Department's actual and reasonably incurred costs in administering, implementing and enforcing the Covenant pursuant to California Code of Regulations, title 22, section 67391.1(h), following the Department providing such successive Owner(s) with a written invoice for such costs. This second paragraph of Section 3.06 does not apply to and specifically excludes any transfers to or among the following: any Covenantor, a beneficiary of the Covenantor trusts, or heir, or an entity in which a Covenantor, a beneficiary of the Covenantor trusts, or heir is a beneficiary, shareholder, member, partner, or joint venturer. The beneficiaries of the Covenantor trusts are as follows: Mrs. Sophie Weisenberg, Mr. Gary Weisenberg, Mrs. Sandy (Royce) Kaster, Mrs. Cindy (Royce) Bender, Mrs. Judy (Royce) Petel, Mr. Jeffery Royce, Mr. Garry Royce, and the Marsha Ostrin Special Needs Trust.

**ARTICLE IV**  
**RESTRICTIONS**

**4.01. Prohibited Uses.** The PROPERTY shall not be used for any of the following purposes:

- (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;

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- (c) A public or private school for persons under 21 years of age;
  - (d) A day care center for children.

**4.02. Prohibited Activities.** The following activities shall not be conducted at the PROPERTY:

- (a) Raising of food (cattle, food crops);
- (b) Drilling for water, oil, or gas, without prior written approval by the Department.

**4.03 Inspection.** Inspection of the PROPERTY shall be conducted by the Occupant or Owner at a minimum of once per month to look for cracks or other damage, which would likely result in exposure to underlying soil.

**4.04 Repair.** If repair of some or all of the PROPERTY appears necessary and will exceed \$5000, the Occupant or Owner shall notify the Department within ten (10) business days of the necessary repair, and shall complete the repair within thirty (30) days thereafter. Any such repairs that require removal or replacement of the Cap or other concrete on the PROPERTY are also subject to Department approval, which shall not be unreasonably withheld. Repairs not requiring notification under this provision shall be completed within thirty (30) days of discovery.

**4.05. Inspection and Reporting Requirements.** The Occupant or Owner shall submit to the Department an Annual Summary of its inspection and maintenance activities under this section. The report must be mailed to the Department by the thirty-first of January of each year, and shall describe the inspection and maintenance observations and activities during the previous calendar year. Each Annual Summary shall contain a current photograph of the PROPERTY.

**4.06 Non-Interference with PROPERTY.**

- (a) None of the following activities shall be conducted on the PROPERTY without written authorization from the Department:



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- (1) Metal recycling activities;
- (2) Operation of equipment with a loaded weight in excess of 16,000 pounds, or a wheel loading in excess of 6,800 pounds.
- (3) Placement or storage of any items, except empty steel bins no more than 1000 pounds each, stacked no more than two high;
- (4) Excavation, grading, removal, trenching, filling, earth movement, or mining beneath the PROPERTY, or in the areas providing lateral support to the PROPERTY;
- (5) Any activities on the PROPERTY that violate the terms of S&W Atlas Iron and Metal Co., Inc's Conditional Use Permit, dated March 30, 2004.

4.07. Soil Management. Any contaminated soils from the PROPERTY brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

4.08. Access for Department. The Department shall have reasonable right of entry and access to the PROPERTY for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department.

4.09. Access for Implementing Operation and Maintenance. The entity or person responsible for operation and maintenance of the PROPERTY shall have reasonable right of entry and access to the PROPERTY, until the Department determines that no further operation and maintenance is required.

## ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant as specified herein shall be grounds for the Department to require correction,

including, if applicable, modification or removal of any Improvements constructed or placed upon any portion of the PROPERTY in violation of this Covenant.

ARTICLE VI  
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Owner or Occupant may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02 Termination or Modification. Owner or Occupant may apply to the Department for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the PROPERTY. Grounds for termination or modification may include, without limitation, removal of the alleged hazardous materials that remain at the PROPERTY. Such application shall be made in accordance with Health and Safety Code section 25234. The Department shall act on any such application within sixty (60) days, and its decision whether to grant or deny any such application shall be based on substantial evidence. No rights of review of Owner or Occupant are waived.

6.03 Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII  
MISCELLANEOUS

7.01. 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.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. 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: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantors: Mr. Gary Weisenberg  
10019 South Alameda Street  
Los Angeles, California 90002

, and

To Department: Stephen Lavinger  
Department of Toxic Substances Control  
9211 Oakdale Avenue  
Chatsworth, CA 91311-6505

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

7.05. 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.

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7.06 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

10019 S. Alameda LLC

By: Gary Weisenberg, its Managing Member

Signature: Gary Weisenberg

Date: October 17, 2008

Doris Sebulsky Doris B. Sebulsky

Signature: \_\_\_\_\_

Date: October 15, 2008

Department of Toxic Substances Control  
By: [Signature]  
Title: Supervising Hazardous Substances Scientist  
Date: October 3, 2008

ACKNOWLEDGEMENT

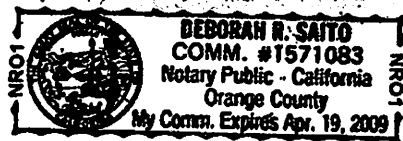
State of California )

County of Orange )

On October 3, 2008, before me, Deborah R. Saito, Notary Public, personally appeared John Geroch, 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,



Deborah R. Saito (seal)  
Signature of Notary Public

ACKNOWLEDGEMENT

State of California )

County of Los Angeles )

On 10.15.2008, before me, Mica Young, Notary Public personally appeared Doris Sebulsky, 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.

Mica Young (seal)  
Signature of Notary Public



ACKNOWLEDGEMENT

State of California )

County of Los Angeles )

On October 17, 2008, before me, Maricela A. Salcido, personally appeared Gary Weisenberg, 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,



Maricela A. Salcido (seal)  
Signature of Notary Public

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**Exhibit A**

**Legal Description of Property**





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**That portion of lot "A" of licensed surveyor's map being a portion of the Rancho Tajauta and the Rancho San Antonio, in the county of Los Angeles, State of California, as per map filed in book 13 page 44, Record of Surveys, in the office of the county recorder of said county, described as follows:**

Beginning at the northeast corner of said lot; thence North 89° 39' 10" West 31.56 feet to the new westerly line of Alameda Street, being the true point of beginning 71 feet wide; thence South 10° 28' 30" East 146.04 feet thence North 89° 56' 40" West 438.27 feet; thence North 89° 56' 40" West 56 feet; thence North 0° 50' 50" West 146.00 feet to the north line of the Ascencion Valenzuela 26.75 Acre Allotment in said Rancho Tajauta; thence easterly along said northerly line South 89° 38' 10" 28.08 feet ; thence along the north line of lot "A" South 89° 39' 10" East 19.92 feet; thence S 03° 59'16" East for 146.09 feet

17

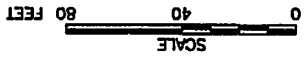
**Exhibit B**  
**Engineering Drawing**

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NOT TO SCALE

REED INTERNATIONAL, LTD.  
 Figure 2  
**SITE PLAN**  
 ATLAS METALS  
 10019 ALAMEDA ST. LOS ANGELES, CALIFORNIA  
 DATE: 2-19-07 | SCALE: AS SHOWN | DRAWN BY: PPV



CROSS SECTION (SEE FIG 3)

