

UNITED STATES DEPARTMENT OF JUSTICE

AND

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 9

IN THE MATTER OF:

Waste Disposal, Inc.  
Santa Fe Springs, California

Greenleaf Business Center LLC,  
Purchaser

Proceeding Under the Comprehensive  
Environmental Response, Compensation,  
and Liability Act  
42 U.S.C. §§ 9601-9675

CERCLA Docket No. R9-2025-1

ADMINISTRATIVE SETTLEMENT  
AGREEMENT FOR RESPONSE ACTION  
AND PAYMENT OF RESPONSE COSTS  
BY BONA FIDE PROSPECTIVE  
PURCHASER

## TABLE OF CONTENTS

I.	JURISDICTION AND GENERAL PROVISIONS.....	1
II.	PARTIES BOUND.....	2
III.	DEFINITIONS.....	2
IV.	STATEMENT OF FACTS .....	5
V.	DETERMINATIONS .....	7
VI.	ADMINISTRATIVE AGREEMENT.....	8
VII.	RESPONSE ACTION TO BE PERFORMED .....	8
VIII.	PROPERTY REQUIREMENTS .....	8
IX.	ACCESS TO INFORMATION .....	10
X.	RECORD RETENTION .....	11
XI.	COMPLIANCE WITH OTHER LAWS .....	11
XII.	PAYMENT PROVISIONS.....	12
XIII.	DISPUTE RESOLUTION .....	14
XIV.	FORCE MAJEURE .....	14
XV.	STIPULATED PENALTIES .....	16
XVI.	CERTIFICATION .....	18
XVII.	COVENANTS BY UNITED STATES .....	18
XVIII.	RESERVATIONS OF RIGHTS BY UNITED STATES.....	18
XIX.	COVENANTS BY PURCHASER .....	20
XX.	OTHER CLAIMS .....	21
XXI.	EFFECT OF AGREEMENT/CONTRIBUTION .....	21
XXII.	RELEASE AND WAIVER OF LIEN(S) .....	22
XXIII.	INDEMNIFICATION.....	22
XXIV.	INSURANCE.....	23
XXV.	FINANCIAL ASSURANCE .....	23
XXVI.	MODIFICATION .....	25
XXVII.	PUBLIC COMMENT.....	25
XXVIII.	EFFECTIVE DATE.....	26
XXIX.	INTEGRATION/APPENDICES .....	26
XXX.	DISCLAIMER .....	26
XXXI.	ENFORCEMENT .....	26
XXXII.	NOTICES AND SUBMISSIONS .....	27

## I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement (“Agreement”) is entered into voluntarily by and between the United States of America (“United States”) on behalf of the Environmental Protection Agency (“EPA”) and Greenleaf Business Center LLC (“Purchaser”) (collectively, the “Parties”). This Agreement provides for the performance of a Response Action by Purchaser and the payment of certain costs incurred by the United States at or in connection with a portion of the property located in Santa Fe Springs, California, known as the Waste Disposal, Inc. Superfund Site (“the WDI Site” or “Site”).

2. This Agreement is entered into under the authority of the Attorney General to compromise and settle claims of the United States, consistent with the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §§ 9601-9675. EPA is proceeding under the CERCLA authority vested in the President of the United States and delegated to the Administrator of EPA and further delegated to the undersigned Regional official.

3. The Parties agree that the United States District Court for the Central District of California will have jurisdiction pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), for any judicial enforcement action brought with respect to this Agreement, including any action set forth in Section XXXI (Enforcement) of this Agreement.

4. Purchaser represents that it is a bona fide prospective purchaser (“BFPP”) as defined by Section 101(40) of CERCLA, 42 U.S.C. § 9601(40), that it has and will continue to comply with Section 101(40) and 107(r) during its ownership of the Property, and thus qualifies for the protection from liability under CERCLA set forth in Section 107(r)(1) of CERCLA, 42 U.S.C. § 9607(r)(1), with respect to the Property. Purchaser agrees to undertake all actions required by the terms and conditions of this Agreement. In view, however, of the complex nature and significant extent of the work to be performed in connection with the Response Action at the Site, and the risk of claims under CERCLA being asserted against Purchaser, notwithstanding Section 107(r)(1) of CERCLA, 42 U.S.C. § 9607(r)(1), as a consequence of Purchaser’s activities at the Site pursuant to this Agreement, one of the purposes of this Agreement is to resolve, subject to the reservations and limitations contained in Section XVIII (Reservations of Rights by United States) of this Agreement, any potential liability of Purchaser under CERCLA for the Existing Contamination as defined by Section III (Definitions) of this Agreement, below.

5. The resolution of this potential liability in exchange for Purchaser’s performance of the Work and reimbursement of certain response costs is fair, reasonable, and in the public interest.

6. The Parties recognize that this Agreement has been negotiated in good faith and that the actions undertaken by Purchaser in accordance with this Agreement do not constitute an admission of any liability. Purchaser does not admit and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement, the validity of the statement of facts and determinations in Sections IV (Statement of Facts) and V (Determinations) of this Agreement. Purchaser agrees to comply with and be bound by the terms of this Agreement

and it further agrees that it will not contest the basis or validity of this Agreement or its terms, or the United States' right to enforce this Agreement.

## **II. PARTIES BOUND**

7. This Agreement is binding upon the United States, including EPA, and upon Purchaser and its successors, and assigns. Any change in ownership or corporate status of Purchaser including, but not limited to, any Transfer (as defined below) of assets or real or personal property shall not alter Purchaser's responsibilities under this Agreement.

8. Each undersigned representative of Purchaser certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind Purchaser to this Agreement.

9. Purchaser shall provide a copy of this Agreement to each contractor hired to perform the Work required by this Agreement and Roux Associates, Inc., its environmental consultant, and it shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Agreement. Purchaser or its contractors shall provide written notice of this Agreement to all subcontractors hired to perform any portion of the Work required by this Agreement. Purchaser shall nonetheless be responsible for ensuring that its contractors and subcontractors perform the Work in accordance with the terms of this Agreement.

## **III. DEFINITIONS**

Unless otherwise expressly provided in this Agreement, terms used in this Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations, including any amendments thereto. Whenever terms listed below are used in this Agreement or its attached appendices, the following definitions shall apply:

"Agreement" shall mean this Agreement and all appendices attached hereto (listed in Section XXIX (Integration/Appendices)) and all Deliverables included under and incorporated by reference into this Agreement. In the event of conflict between this Agreement and any Appendix, this Agreement controls.

"BFPP" shall mean a bona fide prospective purchaser as described in Section 101(40) of CERCLA, 42 U.S.C. § 9601(40).

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

"Days" shall mean calendar days unless otherwise specified as working days since some Gantt chart schedules might present task durations in terms of "working days." In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period runs until the close of business of the next working day.

“Deliverable(s)” shall mean tangible work products, including plans, designs, reports, memoranda, schedules, or other documents or work products prepared by, or under the direction of, the Purchaser, as described in the Statement of Work (“SOW”).

“Development-Related Operations, and Maintenance” or “DRO&M” has the meaning as defined in the SOW.

“Effective Date” shall mean the effective date of the Agreement as provided in Section XXVIII.

“EPA” shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Existing Contamination” shall mean:

- a. any hazardous substances, pollutants or contaminants present or existing on or under the Property prior to or as of the Effective Date;
- b. any hazardous substances, pollutants or contaminants that migrated from the Property prior to the Effective Date; and
- c. any hazardous substances, pollutants or contaminants present or existing at the Site as of the Effective Date that migrate onto, under or from the Property after the Effective Date.

“Force Majeure” has the meaning set forth in Section XIV.

“Institutional Controls” or “ICs” shall mean Proprietary Controls (i.e., easements, covenants or the environmental restrictive covenants as referenced Paragraph 27.b of the Agreement) that (a) limit land, water, or other resource use to minimize the potential for human exposure to Waste Material at or in connection with the Site; (b) limit land, water, or other resource use to implement, ensure non-interference with, or ensure the integrity of the Remedy; and/or (c) provide information intended to modify or guide human behavior at or in connection with the Site.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <http://www.epa.gov/superfund/superfund-interest-rates>.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Oversight Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs (1) in reviewing or developing Deliverables submitted pursuant to this Agreement, (2) in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this Agreement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, community involvement costs, (3) the costs incurred pursuant to Section VIII (Property Requirements) (including, but not limited to, cost of attorney time and any monies paid to secure or enforce access or land, water, or other resource use restrictions, and/or to secure implement, monitor, maintain, or enforce Institutional Controls, including, but not limited to, the amount of just compensation); Paragraph 66 (Work Takeover); Paragraph 85 (Access to Financial Assurance); Section XIII (Dispute Resolution); and (4) all litigation costs.

“Paragraph” shall mean a portion of this Agreement identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean the United States and Purchaser, and "Party" means either one of the Parties.

“Performance Standards” shall mean those cleanup standards, standards of control, response actions, or other substantive requirements, criteria, or limitations set forth, or directly referenced, in the Amended ROD, the Agreement, and the SOW.

“Property” shall mean that portion of the Site, encompassing approximately 25 acres, owned by Purchaser, located at 9648 Santa Fe Springs Road, 9951 Greenleaf Avenue, and 9848 Greenleaf Avenue, respectively, in the City of Santa Fe Springs and Los Angeles County, California and including the following parcels: Los Angeles County Tax Assessor Parcel Numbers 8167-002-054 and 8167-002-055 that were created by the recordation of Final Parcel Map No. 82709 on October 5, 2021, as Document Number 20211510561, a copy of which is attached as Appendix 1 of this Agreement.

“Purchaser” shall mean Greenleaf Business Center L.L.C.

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Remedy” shall mean the remediation, operations, and maintenance performed by Waste Disposal Inc. Group (defined below) at the WDI Superfund Site pursuant to the *Amended Record of Decision for Waste Disposal, Inc.*, June 21, 2002 (“Amended ROD”) and *United States v. Archer Daniels Midland Company, et al.*, Case No. 03-1593 WJR, and entered by the Court on February 27, 2003 (“WDI Consent Decree”).

“Response Action” shall mean all activities Purchaser is required to perform pursuant to the Agreement, excluding those required by Section X (Record Retention), and excluding performance of the DRO&M.

“RPM” shall mean the Remedial Project Manager as defined in 40 C.F.R. § 300.5.

“Section” means a portion of this Agreement identified by a Roman numeral.

“Site” or “WDI Site” shall mean the 38.6-acre WDI Superfund Site, located at Los Nietos Road at Greenleaf Avenue in Santa Fe Springs, California. The Site is bounded by Los Nietos Road on the southwest, Greenleaf Avenue on the southeast, Santa Fe Springs Road on the northwest, and warehouses and a private school on the northeast. The Site location is depicted generally on the map attached as Appendix 2.

“State” shall mean the State of California.

“Statement of Work” or “SOW” shall mean the document describing the activities Purchaser must perform to implement the Response Action pursuant to this Agreement, as set forth in Appendix 4, and any modifications made thereto in accordance with this Agreement.

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States.

“Waste Material” or “Waste Materials” shall mean (1) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2 ) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33); (3) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); (4) any “hazardous substance” under California Health and Safety Code §§ 25216 and 25217; and (5) all material identified as waste or sump material in previous Site investigations conducted prior to the Effective Date of the Consent Decree, irrespective of whether it is classified as a hazardous substance, pollutant contaminant, or solid waste under the above statutes.

“Waste Disposal Inc. Group”, or “WDIG” shall mean the work group that has been implementing the Remedy.

“Work” shall mean all activities Purchaser is required to perform pursuant to the Agreement, except those required by Section X (Record Retention).

#### **IV. STATEMENT OF FACTS**

10. The Property, which encompasses approximately 25 acres and is located at 9648 Santa Fe Springs Road, 9951 Greenleaf Avenue, and 9848 Greenleaf Avenue, respectively, in the City of Santa Fe Springs and Los Angeles County, California, is bounded by Santa Fe Springs Road on the northwest, a warehouse and private high school on the northeast, Los Nietos Road on the southwest, and Greenleaf Avenue on the southeast. The Site is zoned for heavy manufacturing. The Site encompasses a total of 18 individual land parcels, 16 of which currently contain structures. Landowners and tenants at the Site operate a host of small business enterprises, encompassing commercial and light industrial activities. Existing structures accommodate a wide variety of light industrial businesses, including recreational vehicle storage, a tool and die shop, printing and plating shops, and vehicle maintenance facilities, among others.

11. Prior to 1924, a 42-million-gallon, 600-foot diameter reservoir was constructed at the Site. The reservoir was initially used for crude petroleum storage, and later stored a variety of liquid and solid wastes.

12. By the late 1920s, the areas outside of the reservoir began to be used for the unregulated disposal of a variety of liquid and solid wastes, as well as possible storage and mixing of drilling mud. Sometime between 1937 and 1941, the owner/operators removed the reservoir cover. After removal of the reservoir cover, the reservoir was used as a landfill from the early to mid-1940s until the mid-1960s for the disposal of a variety of liquid and solid wastes.

13. The Site operated under a permit from Los Angeles County from 1949 until 1964 and may have continued operating for roughly two to three years after 1964 while the Site was being graded. Permitted wastes disposed at the Site included rotary drilling mud, clean earth, rock, sand, gravel, paving fragments, concrete, brick, plaster, steel mill slag, dry mud cake from oil field sumps, and acetylene sludge. Investigations show that disposed materials also included, but were not limited to, the following unpermitted wastes: organic wastes, oil refinery wastes, solvents, petroleum-related chemicals, and other chemical wastes. Wastes were disposed of within the reservoir and in areas adjacent to and outside of the reservoir.

14. While disposal activities continued during the 1950s, the reservoir and some areas of the Site outside the reservoir were gradually developed for commercial and industrial use. During this time, several structures were constructed onsite for small businesses. By 1963, the reservoir was covered with fill, and by 1964 most, although not all, disposal activities ceased. Grading over the remainder of the buried wastes continued until approximately 1966.

15. EPA placed the Site on the CERCLA National Priorities List in July 1987, pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605.

16. In 1993, EPA issued a *Record of Decision – Soils and Subsurface Gas Operable Unit, December 22, 1993* (“1993 ROD”), that selected an environmental remedy to address soils and subsurface soil vapor at the Site, and in June 2002, EPA issued the Amended ROD that modified the Remedy to include the installation of a RCRA equivalent cap over the existing reservoir and engineered capping systems for areas outside the reservoir, installation of a gas collection, extraction, and treatment system, and additional provisions to address groundwater. Responsible parties collectively known as the WDI Group completed construction of the amended remedy in 2005, and the amended remedy has successfully contained on-site waste, blocked exposure pathways, and prevented direct exposure to contaminated soils. EPA has completed four Five Year Reviews that demonstrate the amended remedy has remained protective, and most recently completed its fourth Five Year Review in 2024.

17. Since the issuance of the 1993 ROD, the City of Santa Fe Springs (the “City”) has expressed strong interest in developing the Site. In 2000, EPA provided a grant to the City to assist the City in undertaking a planning process to evaluate opportunities and alternatives for beneficial reuse of the Site, including redevelopment. As a product of the grant, the City released an Adopted Specific Plan in 2004 for the Site, attached as Appendix 5. The primary purpose of the Adopted Specific Plan is to guide redevelopment of the Site and ensure that the remedy selected for the Site

remains protective of human health and the environment, and that any future development will enhance the community of Santa Fe Springs and the surrounding area.

18. On December 18, 2018, EPA sent Purchaser's counsel a Comfort Letter, attached as Appendix 6 addressing potential liability and outlining the appropriate reasonable steps that must be taken to be subject to the protections afforded by the BFPP provision in Section 107(r)(1) of CERCLA, 42 U.S.C. § 9607(r)(1). Purchaser represents that it has taken these steps and qualifies as a BFPP under CERCLA. Portions of the Site were purchased on February 7, 2019, March 5, 2019, and March 18, 2019, respectively. The Purchaser is proposing to construct a 208,500 square foot industrial warehouse space with an adjacent parking lot, consistent with the Adopted Specific Plan. The Adopted Specific Plan is the product of a Superfund Redevelopment Initiative grant from EPA to the City and formally adopted by the City in 2004 to encourage development and reuse of the Site, while remaining protective of the Remedy and compliant with the extensive environmental restrictive covenants that require EPA approval for any construction or work at the Site and the local ordinances that prohibit use as a hospital, use as a school for people 21 and under, use as a day care center, or other uses by sensitive receptors.

19. Multiple consent decrees were entered for the Site, but two consent decrees are directly applicable to this Agreement. The first consent decree is the WDI Consent Decree. The second consent decree was lodged in the United States Court for the Central District of California in *United States v. Adeline R. Bennett, MD Living Trust and Pitts Grandchildren's Trust*, Case No. CV06-0238, and entered by the Court on February 28, 2007 ("Pitts and Bennett Consent Decree"). The Purchaser was not named as a liable party in either the WDI Consent Decree or the Pitts and Bennett Consent Decree. Prior to March 2018, the definition of BFPP in section 101(40) of CERCLA applied to a person or a tenant of a person, thereby providing that a tenant could derive BFPP status from an owner who satisfied the BFPP criteria.

20. In March 2018, Congress enacted the Better Utilization of Investment Leading to Development of 2018 or the "BUILD" Act of 2018, 22 U.S.C. § 9611 which among other things, amended the definition of BFPP to include tenants of owners who were BFPPs but lost BFPP status through no fault of the tenant, and tenants who conduct all appropriate inquiries into previous ownership and uses of the facility prior to acquiring a leasehold. In both cases, tenants must comply with the other criteria in Section 101(40) of CERCLA to claim and maintain BFPP status.

21. The City has evaluated Purchaser's proposed development of the Property for an industrial facility under the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 22000 *et seq.*

## V. DETERMINATIONS

22. Based on the Statement of Facts set forth above, and the administrative record, EPA has determined that:

- a. The WDI Site, which includes the Property, is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site and the Property, as identified in the Statement of Facts above, includes "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Purchaser is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. The existing conditions described in the Statement of Facts above constitute an actual or threatened "release" of a hazardous substance from the Site and the Property as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

e. The Response Action required by this Agreement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Agreement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

## **VI. ADMINISTRATIVE AGREEMENT**

23. In consideration of and in exchange for the United States' Covenant Not to Sue in Section XVII (and the Release and Waiver of Lien(s) in Section XXII), Purchaser agrees to comply with all provisions of this Agreement, including, but not limited to, all appendices to this Agreement and all documents incorporated by reference into this Agreement. Should EPA conclude that action or inaction by Purchaser results, or would result, in the failure of Purchaser to undertake complete and satisfactory performance of an obligation under this Agreement, EPA shall provide Purchaser written notice of any such conclusion and provide Purchaser a reasonable opportunity to expeditiously cure any such deficiency.

## **VII. RESPONSE ACTION TO BE PERFORMED**

24. Purchaser shall perform all actions necessary to implement, maintain, and monitor the effectiveness of the Response Action all in accordance with the SOW, any modified SOW, and all EPA-approved, conditionally approved, or modified deliverables as required by the SOW or modified SOW.

25. Nothing in this Settlement and no EPA approval of any deliverable required under this Settlement constitutes a warranty or representation by EPA that completion of the Response Action will achieve the Performance Standards.

26. For any regulation or guidance referenced in the Agreement, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after Purchaser receives notification from EPA of the modification, amendment, or replacement.

## **VIII. PROPERTY REQUIREMENTS**

27. **Access and Non-Interference.** Purchaser shall, commencing on the Effective Date: (i) provide EPA and WDI Group and their representatives, including contractors, and subcontractors with access at all reasonable times to the Property to conduct any activity regarding

the Agreement, including those activities listed in Paragraph 27.a (Access Requirements); and (ii) refrain from using such Property in any manner that EPA determines will pose an unacceptable risk to human health or to the environment due to exposure to Waste Material, or interfere with or adversely affect the implementation, integrity, or protectiveness of the Remedy, including the restrictions listed in the applicable Land Use Covenants defined at Paragraph 27.b (Land, Water, or Other Resource Use Restrictions).

**a. Access Requirements.** The following is a list of activities for which access is required regarding the Property:

- (1) Monitoring the Work;
- (2) Verifying any data or information submitted to the United States;
- (3) Conducting investigations relating to contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for, planning, implementing, or monitoring additional response actions at or near the Property;
- (6) Assessing implementation of quality assurance and quality control practices as defined in the approved quality assurance quality control plan as provided in the SOW;
- (7) Implementing the Work pursuant to the conditions set forth in Paragraph 66 (Work Takeover);
- (8) Implementing a response action by persons performing under EPA oversight;
- (9) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Purchaser or its agents consistent with Section IX (Access to Information);
- (10) Assessing Purchaser's compliance with the Agreement;
- (11) Determining whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Agreement or an EPA decision document for the Property;
- (12) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions and any Institutional Controls regarding the Property.

**b. Land, Water, or Other Resource Use Restrictions.** Purchaser shall comply with all requirements set forth in the land use covenants, hereby incorporated by reference in Appendices 7, 8, and 9.

28. For as long as Purchaser is an owner or operator of the Property or any part thereof, Purchaser shall require that assignees, successors in interest, and any lessees, sublessees, and other parties with rights to use the Property or any part thereof shall provide access to and cooperation with EPA, its authorized officers, employees, representatives, and all other persons performing response actions under EPA oversight. Purchaser shall require that assignees, successors in interest, and any lessees, sublessees, and other parties with rights to use the Property or any part thereof implement and comply with any land use restrictions and Institutional Controls on the Property in connection with any response action, and not contest EPA's authority to enforce any land use restrictions and Institutional Controls on the Property or any part thereof.

29. Upon sale or other conveyance of the Property or any part thereof, Purchaser shall require that each successor in title, grantee, transferee or other holder of an interest in the Property or any part thereof shall provide access and cooperation to EPA, its authorized officers, employees, representatives, and all other persons performing under EPA oversight. Purchaser shall require that each successor in title, grantee, transferee or other holder of an interest in the Property or any part thereof implements and complies with any land use restrictions and Institutional Controls on the Property in connection with a response action and not contest EPA's authority to enforce any land use restrictions and Institutional Controls on the Property or any part thereof. Purchaser shall require that each successor in title, grantee, transferee or other holder of an interest in the Property or any part thereof implements and complies with the performance of the DRO&M through implementation of the DRO&M Plan on the Property to maintain the effectiveness of the Response Action as required under interim or long-term DRO&M plans (including any amendments). After EPA's issuance of the Notice of Completion of Response Action pursuant to the SOW and Purchaser's written demonstration to EPA that a successor in title, grantee, transferee or other holder of an interest in the Property or any part thereof agrees to comply with the requirements of this Section VIII (Property Requirements), EPA will notify Purchaser that its obligations under the Agreement, except obligations under Record Retention (Section X) and Access to Information (Section IX), are terminated with respect to the Property or any part thereof.

30. Purchaser shall provide a copy of this Agreement to any current lessee, sublessee, and other party with rights to use the Property as of the Effective Date. Notwithstanding any provisions of this Agreement, EPA retains all of its access authorities and rights, as well as all of its rights to require land, water, or other resource use restrictions and Institutional Controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

## **IX. ACCESS TO INFORMATION**

31. Subject to Paragraph 35 below, Purchaser shall provide to EPA, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within Purchaser's possession or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Work. Purchaser shall also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

### **32. Privileged and Protected Claims**

a. Purchaser may assert all or part of a Record requested by EPA is privileged or protected as provided under federal law, in lieu of providing the Record, provided Purchaser complies with Paragraph 32.b and except as provided in Paragraph 32.c.

b. If Purchaser asserts such a privilege or protection, it shall provide EPA with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Purchaser shall provide the Record to EPA in redacted form to mask the privileged or protected portion only. Purchaser shall retain all Records that they claim to be privileged or protected until EPA has had a reasonable opportunity to dispute the privilege or protection and any such dispute has been resolved in Purchaser's favor.

c. Purchaser may make no claim of privilege or protection regarding: (1) any data regarding the Site, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or (2) the portion of any Record that Purchaser is required to create or generate pursuant to this Agreement.

**33. Business Confidential Claims.** Purchaser may assert that all or part of a Record provided to EPA and the State under this Section or Section X (Record Retention) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Purchaser shall segregate and clearly identify all Records or parts thereof submitted under this Agreement for which Purchaser asserts business confidentiality claims. Records that Purchaser claims to be confidential business information will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Purchaser that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to Purchaser.

34. Notwithstanding any provision of this Agreement, EPA retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

### **X. RECORD RETENTION**

35. For a period of 10 years following completion of the Work, unless EPA agrees in writing to a shorter time period, Purchaser shall preserve all documents and information relating to the Work and any hazardous substances, pollutants or contaminants found on or released from the Property. At the conclusion of the document retention period, Purchaser shall notify EPA at least 90 days prior to the destruction of any such records, and upon request by EPA, except as provided in Paragraph 32 (Privileged and Protected Claims), Purchaser shall deliver any such records to EPA. These record retention requirements apply regardless of any corporate retention policy to the contrary and is in addition to, and not in lieu of, reporting under Section 104(c) of

CERCLA, 42 U.S.C. § 9603(c) and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986 (“EPCRA”), 42 U.S.C. § 11004.

## **XI. COMPLIANCE WITH OTHER LAWS**

36. Nothing in this Agreement limits Purchaser’s obligations to comply with the requirements of all applicable state and federal laws and regulations, except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-site actions required pursuant to this Agreement, to the extent practicable, as determined by EPA, considering the exigencies of the situation, shall attain applicable or relevant and appropriate requirements (“ARARs”) under federal environmental or state environmental or facility siting laws.

37. No local, state, or federal permit shall be required for any portion of the Work conducted entirely on-site (i.e., within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work), including studies, if the action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S.C. § 9621. Where any portion of the Work that is not on-site requires a federal or state permit or approval, Purchaser shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. Purchaser may seek relief under the provisions of Section XIV (Force Majeure) for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval required for the Work, provided that it has submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals. This Agreement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

## **XII. PAYMENT PROVISIONS**

### **38. Payment of Costs**

a. Within 30 days of the Effective Date, Respondent shall make payment to EPA by Fedwire Electronic Funds Transfer (EFT) in the amount of \$50,000 to:

Federal Reserve Bank of New York  
ABA = 021030004  
Account = 68010727  
SWIFT address = FRNYUS33  
33 Liberty Street  
New York, NY 10045

Field Tag 4200 of the Fedwire message should read “D 68010727 Environmental Protection Agency” and shall reference Site/Spill ID Number 09-C1 and the EPA docket number for this action.

39. **Payments of Oversight Costs.** Purchaser shall pay to EPA all Oversight Costs not inconsistent with the NCP. Purchaser shall make all payments at <https://www.pay.gov> using the “EPA Miscellaneous Payments Cincinnati Finance Center” link and include references to the CERCLA docket number and Site/Spill ID number 09-C1 and the purpose of the payment.

Purchaser shall send notices of this payment to EPA and include these references. EPA will deposit the amounts paid under ¶¶38 and 39.

a. At the time of each payment, Purchaser shall send notice that such payment has been made to Russell Mechem, and to the EPA Cincinnati Finance Office by email at [cinwd\\_acctsreceivable@epa.gov](mailto:cinwd_acctsreceivable@epa.gov). Such notice shall reference Site/Spill ID Number 09-C1 and the EPA docket number for this action.

b. **Periodic Bills.** On a periodic basis, EPA will send Purchaser a bill requiring payment that includes a cost summary, which includes direct and indirect costs incurred by EPA, its contractors, subcontractors, and the United States Department of Justice falling under the definition of Oversight Costs. Purchaser shall make all payments within thirty (30) days of Purchaser's receipt of each bill requiring payment, except as otherwise provided in Paragraph 41 (Contesting Oversight Costs), and in accordance with Paragraph 39.a. and 39.b.

40. **Interest.** In the event that any payment for Oversight Costs is not made by the date required, Purchaser shall pay Interest on the unpaid balance. The Interest on such costs shall begin to accrue on the date of the bill and shall accrue through the date of Purchaser's payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Purchaser's failure to make timely payments under this Section, including but not limited to, payments of stipulated penalties pursuant to Section XV (Stipulated Penalties).

41. **Contesting Oversight Costs.** Purchaser may initiate the procedures of Section XIII (Dispute Resolution) regarding payment of any Oversight Costs billed under Paragraph 39 (Payments of Oversight Costs) if it determines that EPA has made a mathematical error or included a cost item that is not within the definition of Oversight Costs, or if it believes EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. To initiate such dispute, Purchaser shall submit a Notice of Dispute in writing to the RPM within 30 days after receipt of the bill. Any such Notice of Dispute shall specifically identify the contested costs and the basis for objection. If Purchaser submits a Notice of Dispute, Purchaser shall within the 30-day period, also as a requirement for initiating the dispute, (a) pay all uncontested Oversight Costs to EPA in the manner described in Paragraph 39, and (b) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation ("FDIC") and remit to that escrow account funds equivalent to the amount of the contested Oversight Costs. Purchaser shall send to the RPM a copy of the transmittal letter and check paying the uncontested Oversight Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. If EPA prevails in the dispute, within 5 days after the resolution of the dispute, the escrow agent shall release the sums due (with accrued interest) to EPA in the manner described in Paragraph 39. If Purchaser prevails concerning any aspect of the contested costs, the escrow agent shall release that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in Paragraph 39. Purchaser shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIII (Dispute Resolution) shall be the exclusive

mechanism for resolving disputes regarding Purchaser's obligation to reimburse EPA for its Oversight Costs.

### **XIII. DISPUTE RESOLUTION**

42. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Agreement. EPA and Purchaser shall attempt to resolve any disagreements concerning this Agreement expeditiously and informally. If EPA contends that Purchaser is in violation of this Agreement, EPA shall notify Purchaser in writing, setting forth the basis for its position. Purchaser may dispute EPA's position pursuant to Paragraph 43.

43. **Informal Dispute Resolution.** If Purchaser objects to any EPA action taken pursuant to this Agreement, including billings for Oversight Costs, Purchaser shall send EPA, a written Notice of Dispute describing the objection(s) within 30 days after such action. EPA and Purchaser shall have 30 days from EPA's receipt of Purchaser's Notice of Dispute to resolve the dispute through informal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA. Any agreement regarding a dispute reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Agreement.

44. **Formal Dispute Resolution.** If the Parties are unable to reach an agreement within the Negotiation Period, Purchaser shall, within twenty (20) days after the end of the Negotiation Period, submit a statement of position to the RPM and EPA counsel. EPA may, within twenty (20) days thereafter, submit a statement of position. Thereafter, the EPA Region 9's Superfund and Emergency Management Division Director level or higher will issue a written decision on the dispute to Purchaser. EPA's or the United States' decision, as applicable, will be incorporated into and become an enforceable part of this Agreement. Purchaser shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

a. Except as provided in Paragraph 41 (Contesting Oversight Costs) or as otherwise agreed by EPA, the invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of Purchaser under this Agreement. Except as provided in Paragraph 51, stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Agreement. If Purchaser does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XV (Stipulated Penalties).

### **XIV. FORCE MAJEURE**

45. "Force Majeure," for purposes of this Agreement, is defined as any event arising from causes beyond the control of Purchaser, of any entity controlled by Purchaser, or of Purchaser's contractors that delays or prevents the performance of any obligation under this Agreement despite Purchaser's best efforts to fulfill the obligation. The requirement that Purchaser exercise "best

efforts to fulfill the obligation” includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. “Force majeure” does not include financial inability to complete the Work, or increased cost of performance.

46. If any event occurs or has occurred that may delay the performance of any obligation under this Agreement for which Purchaser intends or may intend to assert a claim of force majeure, Purchaser shall notify EPA’s RPM orally or, in his or her absence, the alternate EPA RPM, or, in the event both of EPA’s designated representatives are unavailable, the Director of the Superfund and Emergency Management Division, EPA Region 9, within thirty (30) days of when Purchaser first knew that the event might cause a delay. Within thirty (30) days thereafter, Purchaser shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Purchaser’s rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of Purchaser, such event may cause or contribute to an endangerment to public health or welfare, or the environment. Purchaser shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Purchaser shall be deemed to know of any circumstance of which Purchaser, any entity controlled by Purchaser, or Purchaser’s contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude Purchaser from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under Paragraph 45 and whether Purchaser has exercised its best efforts under Paragraph 45, EPA may, in its unreviewable discretion, excuse in writing Purchaser’s failure to submit timely or complete notices under this Paragraph.

47. If EPA agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this Agreement that are affected by the force majeure will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure, EPA will notify Purchaser in writing of its decision. If EPA agrees that the delay is attributable to a force majeure, EPA will notify Purchaser in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

48. If Purchaser elects to invoke the dispute resolution procedures set forth in Section XIII (Dispute Resolution), it shall do so no later than 15 days after receipt of EPA’s notice. In any such proceeding, Purchaser shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Purchaser complied with the requirements of Paragraphs 45 and 46. If Purchaser carries this burden, the delay at issue shall be deemed not to be a violation by Purchaser of the affected obligation of this Agreement identified to EPA.

49. The failure by EPA to timely complete any obligation under the Agreement is not a violation of the Agreement, provided, however, that if such failure prevents Purchaser from meeting one or more deadlines under the Agreement, Purchaser may seek relief under this Section.

## XV. STIPULATED PENALTIES

50. Purchaser shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 51 and 52 for failure to comply with the obligations specified in Paragraphs 51.b and 52, unless excused under Section XIV (Force Majeure). "Comply" as used in the previous sentence include compliance by Purchaser with all applicable requirements of this Agreement, within the deadlines established under this Agreement.

51. Stipulated Penalty Amounts – Payments, Financial Assurance, Major Deliverables, and Other Milestones

a. The following stipulated penalties shall accrue per violation per day for failure to comply with any of the obligations identified in Paragraph 51.b:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$500	1st through 14th day
\$1,000	15th through 30th day
\$2,000	31st day and beyond

b. Obligations:

- (1) Performance of Work in accordance with the SOW.
- (2) Payment of costs in accordance with Section XII (Payment Provisions).
- (3) Establishment and maintenance of financial assurance in accordance with Section XXV (Financial Assurance).
- (4) Establishment of an escrow account to hold any disputed Oversight Costs under Paragraph 41 (Contesting Oversight Costs).

52. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 66 (Work Takeover), Purchaser shall be liable for a stipulated penalty in the amount of \$50,000. Stipulated penalties under this Paragraph are in addition to the remedies available to EPA under Paragraph 66 (Work Takeover) and 85 (Access to Financial Assurance).

53. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Penalties shall continue to accrue during any dispute resolution period, and shall be paid within 15 days after the agreement or the receipt of EPA's decision or order. However, stipulated penalties shall not accrue: (a) with respect to a

deficient submission under the SOW, during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Purchaser of any deficiency; and (b) with respect to a decision by the EPA Management Official under Paragraph 44 (Formal Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA Management Official issues a final decision regarding such dispute. Nothing in this Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

54. Following EPA's determination that Purchaser has failed to comply with a requirement of this Agreement, EPA may give Purchaser written notification of the failure and describe the noncompliance. EPA may send Purchaser a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Purchaser of a violation.

55. All penalties accruing under this Section shall be due and payable to EPA within 30 days of Purchaser's receipt from EPA of a demand for payment of the penalties, unless Purchaser invokes the Dispute Resolution procedures under Section XIII (Dispute Resolution) within the 30-day period. Purchaser shall make all payments and send notice of such payments in accordance with the procedures under Paragraph 39 (Payments of Oversight Costs). Purchaser should indicate in the comment field on the <http://www.pay.gov> payment form that the payment is for stipulated penalties.

56. If Purchaser fails to pay stipulated penalties when due, Purchaser shall pay Interest on the unpaid stipulated penalties as follows: (a) if Purchaser has timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due pursuant to Paragraph 51 until the date of payment; and (b) if Purchaser fails to timely invoke dispute resolution, Interest shall accrue from the date of demand under Paragraph 54 until the date of payment. If Purchaser fails to pay stipulated penalties and Interest when due, the United States may institute proceedings to collect the penalties and Interest.

57. The payment of penalties and Interest, if any, shall not alter in any way Purchaser's obligation to complete the performance of the Work required under this Agreement.

58. Nothing in this Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Purchaser's violation of this Agreement or of the statutes and regulations upon which it is based including, but not limited to, penalties pursuant to Section 106(b) of CERCLA, 42 U.S.C. § 9606(b), provided, however, that EPA shall not seek civil penalties pursuant to Section 106(b) for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of this Agreement or in the event that EPA assumes performance of a portion or all of the Work pursuant to Section XVIII, (Reservation of Rights by United States), Paragraph 66 (Work Takeover).

59. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Agreement.

## **XVI. CERTIFICATION**

60. By entering into this Agreement, Purchaser certifies that to the best of its knowledge and belief it has fully and accurately disclosed to EPA all information known to Purchaser and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Site and to its qualification for this Agreement. Purchaser also certifies that to the best of its knowledge and belief it is a BFPP as defined by Section 101(40) of CERCLA, 42 U.S.C. § 9601(40).

## **XVII. COVENANTS BY UNITED STATES**

61. Except as provided in Section XVIII (Reservations of Rights by United States), the United States covenants not to sue or to take administrative action against Purchaser pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for Existing Contamination, the Work, and payments under Section XII (Payment Provisions). These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the complete and satisfactory performance by Purchaser of its obligations under this Agreement. These covenants are also conditioned upon the veracity of the information provided to EPA by Purchaser relating to Purchaser's involvement with the Site and the certification made by Purchaser in Paragraph 60. These covenants extend only to Purchaser and do not extend to any other person.

62. Nothing in this Agreement constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, or EPA, to seek or obtain further relief from Purchaser, if the information provided to EPA by Purchaser relating to Purchaser's involvement with the Site, or the certification made by Purchaser in Paragraph 60, is false or in any material respect, inaccurate.

## **XVIII. RESERVATIONS OF RIGHTS BY UNITED STATES**

63. Except as specifically provided in this Agreement, nothing in this Agreement shall limit the power and authority of the United States, including EPA, to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, except as specifically provided in this Agreement, nothing in this Agreement shall prevent the United States from seeking legal or equitable relief to enforce the terms of this Agreement or from taking other legal or equitable action as it deems appropriate and necessary.

64. The covenants set forth in Section XVII (Covenants by United States) do not pertain to any matters other than those expressly identified therein. The United States reserves, and this Agreement is without prejudice to, all rights against Purchaser with respect to all other matters, including, but not limited to:

- a. liability for failure by Purchaser to meet a requirement of this Agreement;
- b. criminal liability;

- c. liability for violations of federal or state law that occur during or after implementation of the Work;
- d. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- e. liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants at or in connection with the Site after the Effective Date not within the definition of Existing Contamination;
- f. liability resulting from an act or omission that causes exacerbation of Existing Contamination by Purchaser, its successors, assigns, lessees, or sublessees; and
- g. liability arising from the disposal, release or threat of release of Waste Materials outside of the Site, except as provided in clause (c) of the definition of Existing Contamination.

65. With respect to any claim or cause of action asserted by the United States, Purchaser shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination and that Purchaser has complied with all the requirements of 42 U.S.C. §§ 9601(40) and 9607(r).

#### **66. Work Takeover**

a. In the event EPA determines that Purchaser: (1) has ceased implementation of any portion of the Work, (2) is seriously or repeatedly deficient or late in its performance of the Work, or (3) is implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may issue a written notice ("Work Takeover Notice") to Purchaser. Any Work Takeover Notice issued by EPA (which writing may be electronic) will specify the grounds upon which such notice was issued and will provide Purchaser a period of thirty (30) days within which to remedy the circumstances giving rise to EPA's issuance of such notice.

b. If, after expiration of the 30-day notice period specified in Paragraph 66.a, Purchaser has not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Work as EPA deems necessary ("Work Takeover"). EPA will notify Purchaser in writing (which may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this Paragraph 66.b. Funding of Work Takeover costs is addressed under Paragraph 85 (Access to Financial Assurance).

c. Purchaser may invoke the procedures set forth in Section XIII (Dispute Resolution) to dispute EPA's implementation of a Work Takeover under Paragraph 66.b. However, notwithstanding Purchaser's invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under Paragraph 66.b until the earlier of: (1) the date that Purchaser remedies, to EPA's satisfaction, the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice or, (2) the date that a written decision terminating such Work Takeover is rendered in accordance with Paragraph 44 (Formal Dispute Resolution).

d. Notwithstanding any other provision of this Agreement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

### **XIX. COVENANTS BY PURCHASER**

67. Purchaser covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Existing Contamination, the Work, payment under Section XII, Paragraph 38 (Payment of Costs), payment under Section XII, Paragraph 39 (Payment of Oversight Costs), and this Agreement including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

c. any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law regarding Existing Contamination, the Work, payment under Section XII, Paragraph 38 (Payment of Costs) payments under Section XII, Paragraph 39 (Payment of Oversight Costs), and this Agreement.

68. These covenants not to sue shall not apply if the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XVIII (Reservations of Rights by United States), other than in Paragraph 64.a (liability for failure to meet a requirement of the Agreement), 64.b (criminal liability), or 64.c (violations of federal/state law during or after implementation of the Work), but only to the extent that Purchaser's claims arise from the same Response Action, response costs, or damages that the United States is seeking pursuant to the applicable reservation. The covenants in Paragraph 81 do not limit Purchaser's rights to assert any defense to liability in any action filed by the United States against Purchaser or to any order issued by the United States to Purchaser.

69. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

70. Purchaser reserves, and this Agreement is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Purchaser's Deliverables or activities.

## **XX. OTHER CLAIMS**

71. By issuance of this Agreement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Purchaser. Neither the United States nor EPA shall be deemed a party to any contract entered into by Purchaser or its directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Agreement.

72. Except as expressly provided in Section XVII (Covenants by United States), nothing in this Agreement constitutes a satisfaction of or release from any claim or cause of action against Purchaser or any person not a party to this Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages, and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

73. No action or decision by EPA pursuant to this Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

## **XXI. EFFECT OF AGREEMENT/CONTRIBUTION**

74. Nothing in this Agreement creates any rights in, or grants any cause of action to, any person not a Party to this Agreement. Except as provided in Section XIX (Covenants by Purchaser), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing herein diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and (3), to pursue any such persons to obtain additional response costs or response actions and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

75. If a suit or claim for contribution is brought against Purchaser, notwithstanding the provisions of Section 107(r)(1) of CERCLA, 42 U.S.C. § 9607(r)(1), with respect to Existing Contamination (including any claim based on the contention that Purchaser is not a BFPP, or has lost its status as a BFPP as a result of response actions taken in compliance with this Agreement or at the direction of EPA's RPM), the Parties agree that this Agreement constitutes an administrative agreement pursuant to which Purchaser has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Agreement. The "matters addressed" in this Agreement are the Work, Oversight costs under Section XII, Paragraph 39 (Payment of Oversight Costs), Costs under Section XII, Paragraph 38 (Payment of Costs); and all response actions taken or to be taken and all response costs incurred or to be incurred, in connection with Existing Contamination, by the United States or any other person, except the State. However, if the United States exercises rights under the reservations in Section XVIII (Reservation of Rights by United States), other than in Paragraphs 64.a (claims for failure to meet a requirement of the Agreement), 64.b (criminal liability), or 64.c (violations of federal/state law during Purchaser's

ownership of the Property), the "matters addressed" in this Agreement will no longer include those response costs or response actions that are within the scope of the exercised reservation.

76. If Purchaser is found, in connection with any action or claim it may assert to recover costs incurred or to be incurred with respect to Existing Contamination, not to be a BFPP, or to have lost its status as a BFPP as a result of response actions taken in compliance with this Agreement or at the direction of EPA's RPM, the Parties agree that this Agreement constitutes an administrative settlement pursuant to which Purchaser has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

77. Purchaser shall, with respect to any suit or claim brought by it against any party for matters related to this Agreement, notify EPA in writing no later than sixty (60) days prior to the initiation of such suit or claim. Purchaser shall, with respect to any suit or claim brought against it for matters related to this Agreement, notify EPA in writing within ten (10) days after service of the complaint or claim upon it. In addition, Purchaser shall notify EPA within ten (10) days after service or receipt of any Motion for Summary Judgment and within ten (10) days after receipt of any order from a court setting a case for trial, for matters related to this Agreement.

## **XXII. RELEASE AND WAIVER OF LIEN(S)**

78. Subject to the Reservation of Rights by United States in Section XVIII of this Agreement, upon satisfactory completion of the Work specified in the SOW, payment of Costs and payment of Oversight Costs due under Section XII (Payment Provisions), EPA agrees to release and waive any lien it may have on the Property now and in the future under Section 107(r) of CERCLA, 42 U.S.C. § 9607(r), for costs incurred or to be incurred by EPA in responding to the release or threat of release of Existing Contamination.

## **XXIII. INDEMNIFICATION**

79. The United States does not assume any liability by entering into this Agreement or by virtue of any designation of Purchaser as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and 40 C.F.R. § 300.400(d)(3). Purchaser shall indemnify, save, and hold harmless the United States, its officials, agents, employees, contractors, subcontractors, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Purchaser, its officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on Purchaser's behalf or under its control, in carrying out activities pursuant to this Agreement. Further, Purchaser agrees to pay the United States all costs it incurs, including but not limited to attorneys' fees and other expenses of litigation and Agreement arising from, or on account of, claims made against the United States based on negligent or other wrongful acts or omissions of Purchaser, its officers, directors, employees, agents, contractors, subcontractors, and any persons acting on its behalf or under its control, in carrying out activities pursuant to this Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Purchaser in carrying out activities pursuant to this Agreement. Neither Purchaser nor any such contractor shall be considered an agent of the United States.

80. The United States shall give Purchaser notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Purchaser prior to settling such claim.

81. Purchaser covenants not to sue and agrees not to assert any claims or causes of action against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between Purchaser and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Purchaser shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Purchaser and any person for performance of Work on or relating to the Property, including, but not limited to, claims on account of construction delays.

#### **XXIV. INSURANCE**

82. No later than thirty (30) days before commencing any on-site Work, Purchaser shall secure, and shall maintain until the first anniversary after issuance of Notice of Completion of Response Action pursuant to the SOW, commercial general liability insurance with limits of \$1 million per occurrence, and automobile liability insurance with limits of liability of \$1 million per accident, and umbrella liability insurance with limits of liability of \$5 million in excess of the required commercial general liability and automobile liability limits, naming EPA as an additional insured with respect to all liability arising out of the activities performed by or on behalf of Purchaser pursuant to this Agreement. In addition, for the duration of the Agreement, Purchaser shall provide EPA with certificates of such insurance and a copy of each insurance policy. Purchaser shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Agreement, Purchaser shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Purchaser in furtherance of this Agreement. If Purchaser demonstrates by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in a lesser amount, Purchaser need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Purchaser shall ensure that all submittals to EPA under this Paragraph identify the Waste Disposal, Inc. Site, Santa Fe Springs, California and the EPA docket number for this action.

#### **XXV. FINANCIAL ASSURANCE**

83. In order to ensure completion of the Work and prior to commencement thereof, Purchaser shall secure and present to EPA a surety bond (the "Surety Bond") issued by Lexon Insurance Company ("Lexon") that has a Standard & Poor's rating of grade "A" or above initially in the amount of Twenty-Two Million, Nine Hundred Sixty-Nine Thousand Six Hundred Fifty-Five Dollars (\$22,969,655.00) ("Estimated Cost of the Work"). A copy of the Surety Bond is attached hereto as Appendix 10. As the Work proceeds and the cost of remaining Work declines, Purchaser may seek approval of EPA to reduce the amount of this surety bond consistent with remaining Work and Paragraph 86 (Modification of Amount, Form, or Terms of Financial

Assurance). Lexon is a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury. The Surety Bond guarantees payment or performance in accordance with Paragraph 85 (Access to Financial Assurance).

84. Standby Trust. Purchaser has also established and will maintain a standby trust fund, which must be substantially identical to the relevant sample documents available from EPA or under the "Financial Assurance - Orders" category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>, and be satisfactory to EPA. Payments from the surety bond will be deposited into the standby trust if the financial assurance provider is directed to do so by EPA pursuant to Paragraph 85 (Access to Financial Assurance). A copy of the Standby Trust Agreement must be submitted with the surety bond, and is attached hereto as Appendix 11. Until the standby trust fund is funded pursuant to Paragraph 85 (Access to Financial Assurance), neither payments into the standby trust fund nor annual valuations are required.

#### **85. Access to Financial Assurance.**

a. If EPA initiates a Work Takeover pursuant to Paragraph 66, then, in accordance with the Surety Bond, EPA may at any time thereafter direct Lexon as the financial assurance provider to immediately: (i) deposit any funds assured pursuant to this Section into the standby trust fund; or (ii) arrange for performance of the Work in accordance with this Agreement.

b. If EPA is notified by Lexon that it intends to cancel the Surety Bond, and Purchaser fails to provide an alternative surety bond in accordance with this Section at least 30 days prior to the cancellation date, EPA may, prior to cancellation, direct this financial assurance provider to deposit any funds guaranteed under such mechanism into the standby trust fund for use consistent with this Section.

c. If Purchaser provides an alternative surety bond to secure financial assurance it must be issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury, be substantially identical to the relevant sample documents available from EPA or under the "Financial Assurance - Orders" category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>, and be satisfactory to EPA.

**86. Modification of Amount, Form, or Terms of Financial Assurance.** Purchaser shall diligently monitor the adequacy of the financial assurance. If Purchaser becomes aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, Purchaser shall notify EPA of such information within 30 days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify Purchaser of such determination. Purchaser shall, within 30 days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. Purchaser may submit, on any anniversary of the Effective Date or following Purchaser's request for, and EPA's approval of, another date, a request to reduce the amount, or change the form or terms, of the surety bond. Any such request must be submitted to the EPA individual(s)

referenced in Paragraph 97, and must include an estimate of the cost of the remaining Work, an explanation of the bases for the cost calculation, a description of the proposed changes, if any, to the form or terms of the financial assurance, and any newly proposed financial assurance documentation in accordance with the requirements of Paragraph 83. EPA will notify Purchaser of its decision to approve or disapprove a requested reduction or change. Purchaser may reduce the amount or change the form or terms of the surety bond only in accordance with EPA's approval. Within 30 days after receipt of EPA's approval of the requested modifications pursuant to this Paragraph, Purchaser shall submit to the EPA individual(s) referenced in Paragraph 97 all executed and/or otherwise finalized documentation relating to the amended, reduced, or alternative surety bond. Upon EPA's approval, the Estimated Cost of the Work shall be deemed to be the estimate of the cost of the remaining Work in the approved proposal.

**87. Release, Cancellation, or Discontinuation of Financial Assurance.** Purchaser may release, cancel, or discontinue the surety bond and standby trust under this Section only: (a) after receipt of documentation issued by EPA certifying completion of the Work; or (b) in accordance with EPA's written approval of such release, cancellation, or discontinuation.

## **XXVI. MODIFICATION**

88. If the RPM determines a modification to any approved Deliverable submitted to EPA after the Effective Date is appropriate, the RPM may make such modification in writing or by oral direction. EPA will promptly memorialize in writing any oral modification, but the modification has as its effective date the date of the RPM's oral direction, unless otherwise indicated. Any other requirements of this Agreement may be modified by mutual agreement of the Parties and has as its effective date the date of signature by all Parties.

89. If Purchaser seeks permission to deviate from any approved Work Plan or schedule or SOW, Purchaser's Project Coordinator shall submit a written request to the RPM outlining the proposed modification and its basis. Purchaser may not proceed with a requested non-material modification under this Paragraph until receiving approval under Paragraph 88.

90. No informal advice, guidance, suggestion, or comment by the RPM or other EPA representatives regarding any Deliverable submitted by Purchaser shall relieve Purchaser of its obligation to obtain any formal approval required by this Agreement, or to comply with all requirements of this Agreement, unless it is formally modified.

## **XXVII. PUBLIC COMMENT**

91. This Settlement shall be subject to a thirty (30) day public comment period, after which the United States may withhold its consent or seek to modify this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

## **XXVIII. EFFECTIVE DATE**

92. The effective date of this Agreement is the date upon which EPA issues written notice to Purchaser that the United States has fully executed the Agreement after review of and response to any public comments received.

## **XXIX. INTEGRATION/APPENDICES**

93. This Agreement constitutes the entire agreement among the Parties regarding the subject matter of this Agreement and supersedes all prior representations, agreements and understandings, whether oral or written, regarding the subject matter of the Settlement embodied herein. The following appendices are attached to and incorporated into this Settlement.

- a. Appendix 1 is the map of the Property.
- b. Appendix 2 is a map of the Site location.
- c. Appendix 3 is the Site plan that shows the locations of the future commercial warehouse, parking, and related amenities on the Property.
- d. Appendix 4 is the Statement of Work.
- e. Appendix 5 is the Adopted Specific Plan.
- f. Appendix 6 is the Comfort Letter dated December 18, 2018.
- g. Appendix 7 is the restrictive covenant for Assessor's Parcel Nos. 8167-002-025, 8167-002-026, 8167-002-030, and 8167-002-051.
- h. Appendix 8 is the restrictive covenant for Assessor's Parcel No. 8167-002-050.
- i. Appendix 9 is the restrictive covenant for Assessor's Parcel No. 8167-002-049.
- j. Appendix 10 is the Surety Bond.
- k. Appendix 11 is a copy of the Standby Trust Agreement.

## **XXX. DISCLAIMER**

94. This Agreement in no way constitutes a finding by EPA as to the risks to human health and the environment which may be posed by contamination at the Property or the Site or a representation by EPA that the Property or the Site is fit for any particular purpose.

## **XXXI. ENFORCEMENT**

95. Notwithstanding Paragraph 61 of this Agreement, if Purchaser fails to comply with the terms of this Agreement, the United States may file a lawsuit for breach of this Agreement, or any provision thereof, in the United States District Court for Central District of California. In any such action, Purchaser consents to and agrees not to contest the exercise of personal jurisdiction over it by the court. Purchaser further acknowledges that venue in the Central District of California is appropriate and agrees not to raise any challenge on this basis.

96. If the United States files a civil action as contemplated by Paragraph 95, above, to remedy breach of this Agreement, the United States may seek, and the Court may grant as relief,

the following: a) an order mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate; and b) any additional relief that may be authorized by law or equity.

### XXXII. NOTICES AND SUBMISSIONS

97. Any notices, documents, information, reports, Plans, approvals, disapprovals, or other correspondence required to be submitted from one party to another under this Agreement, are deemed submitted either when an email is transmitted and received, it is hand delivered, or as of the date of receipt by certified mail/return receipt requested, express mail, or email.

Submissions to Purchaser shall be addressed to:

Rick Mathews, Esq.  
General Counsel  
Greenleaf Business Center LLC  
1808 Swift Drive  
Oak Brook, IL 60523  
rmathews@centerpoint.com

With copies to:

Fernando Villa, Esq.  
Manatt, Phelps & Phillips, LLP  
2049 Century Park E Suite 1700  
Los Angeles, California 90067  
(310) 312-4389  
fvilla@manatt.com

All submissions to U.S. EPA shall be addressed to:

Russell Mechem  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region 9  
Superfund Division (SFD-7-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 972-3192  
Mechem.russell@epa.gov

With copies to:

Ylan Nguyen, Esq.  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 9  
75 Hawthorne St.  
San Francisco, CA 94105

(415) 972-3975  
Nguyen.ylan@epa.gov

Signature Page for Administrative Settlement Agreement regarding the Waste Disposal, Inc.  
Superfund Site (CERCLA Docket No. 2025-01)

IT IS SO AGREED:

BY:



April 1, 2025

[Name] Robert E. Andrews, Executive VP-West Region  
Greenleaf Business Center LLC (Purchaser)

Date


Signature Page for Administrative Settlement Agreement regarding the Waste Disposal, Inc.  
Superfund Site (CERCLA Docket No. 2025-01)

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:

**MICHAEL  
MONTGOMERY**

 Digitally signed by MICHAEL  
MONTGOMERY  
Date: 2025.06.16 14:53:07 -07'00'

---

Michael Montgomery  
Director  
Superfund and Emergency Management Division  
U.S. Environmental Protection Agency, Region 9

Date

Signature Page for Administrative Settlement Agreement regarding the Waste Disposal, Inc.  
Superfund Site (CERCLA Docket No. \_\_\_\_\_)

IT IS SO AGREED:

U.S. DEPARTMENT OF JUSTICE

Adam R.F. Gustafson  
Principal Deputy Assistant Attorney General  
U.S. Department of Justice  
Environment and Natural Resources Division

BY: Sheila McAnaney 12/16/2025  
Date  
Sheila McAnaney  
Senior Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice

APPENDIX 1 TO ADMINISTRATIVE SETTLEMENT AGREEMENT FOR RESPONSE  
ACTION AND PAYMENT OF RESPONSE COSTS BY BONA FIDE PROSPECTIVE  
PURCHASER BETWEEN EPA AND GREENLEAF

[Final Parcel Map No. 82709]

1 NUMBERED PARCEL  
ACREAGE= 25.34 ACRES

# PARCEL MAP NO. 82709

IN CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

BEING A SUBDIVISION OF THE RESURVEY OF GUNN AND HAZZARDS PLAT OF THE CULLEN TRACT, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY  
WestLand GROUP  
DECEMBER, 2019

FILED  
AT REQUEST OF OWNER  
55 AM 11:00 AM  
IN BOOK 413  
AT PAGE 7-11  
OFFICE OF THE COUNTY RECORDER  
SANTA FE SPRINGS, CALIFORNIA  
FEE \$ 20.00  
DATE 08/10/2021

### OWNERS STATEMENT

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE PUBLIC USE A VARIABLE WIDTH EASEMENT FOR SIDEWALK PURPOSES AS SHOWN ON SAID MAP

GREENLEAF BUSINESS CENTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Edward M. Shuehan  
SIGNATURE  
Edward M. Shuehan, Senior Vice President of Cullen Plots Properties Trust,  
PRINTED NAME AND TITLE, the sole member of Greenleaf Business Center, LLC

Debra M. Shuehan  
SIGNATURE  
Debra M. Shuehan, SVP Controller of Cullen Plots Properties Trust, LLC  
PRINTED NAME AND TITLE

### SURVEYORS STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MR. JOHN LASS IN DECEMBER 2019; I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN TWENTY FOUR MONTHS FROM THE FILING DATES OF THIS MAP, IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND THAT SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

Matthew H. Okubo  
SIGNATURE  
MATTHEW H. OKUBO, L.S. 8886  
DATE 08/10/2021



### NOTARY ACKNOWLEDGEMENT

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 s.s.  
COUNTY OF Orange  
ON 2-11-2021 BEFORE ME, Monica Mendoza Berg  
NOTARY PUBLIC, PERSONALLY APPEARED Edward M. Shuehan, Brian M. Shuehan  
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  
SIGNATURE: Monica Mendoza Berg PRINT NAME: Monica Mendoza Berg

MY COMMISSION NUMBER IS: 731309  
MY COMMISSION EXPIRES: 04-29-2022  
MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_



### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF STATE LAW AND SUBDIVISIONS ORDINANCE OF THE CITY OF SANTA FE SPRINGS APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO THE CITY RECORDS.

How Regard Jr.  
SIGNATURE  
HOW REGARD JR., RCE 60280  
DATE 3/22/21  
LICENSE EXPIRATION DATE 06/30/2022  
CITY ENGINEER, CITY OF SANTA FE SPRINGS

### CONTRACTED CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT CONFORMS WITH MAPPING PROVISIONS OF THE SUBDIVISIONS MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

Russell H. Hanson  
SIGNATURE  
RUSSELL H. HANSON P.L.S. 8873  
DATE 2/25/2021  
LICENSE EXPIRATION DATE



### NOTARY ACKNOWLEDGEMENT

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 \_\_\_\_\_ s.s.  
COUNTY OF \_\_\_\_\_  
ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_  
NOTARY PUBLIC, 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 \_\_\_\_\_ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND  
SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

MY COMMISSION NUMBER IS: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY.

### CITY TREASURER'S STATEMENT

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF SANTA FE SPRINGS, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISIONS OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

Travis C. Hickey  
SIGNATURE  
DATE: 3/22/21  
TRAVIS C. HICKEY, CITY TREASURER  
CITY OF SANTA FE SPRINGS

### CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, BY A MOTION PASSED ON MARCH 16TH, 2021, APPROVED THE ATTACHED MAP AND ACCEPTED ON BEHALF OF THE PUBLIC THE FOLLOWING: A VARIABLE WIDTH EASEMENT FOR SIDEWALK PURPOSES AS SHOWN ON SAID MAP.

AND ALSO DID APPROVE THE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT.

Janet Martinez  
SIGNATURE  
DATE 3/22/21  
JANET MARTINEZ, CITY CLERK  
CITY OF SANTA FE SPRINGS



### ABANDONMENT NOTE:

PURSUANT TO SECTIONS 66434(g) OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING: THE FUTURE STREET AS SHOWN ON PARCEL MAP 14068 FILED IN BOOK 149 PAGES 6 THROUGH 8, INCLUSIVE, OF PARCEL MAP IN THE COUNTY OF LOS ANGELES RECORDER'S OFFICE.

### TAX CLEARANCE CERTIFICATES:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
Juliano Palomares  
SIGNATURE  
DATE 9-13-21  
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$1399,725.00 HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 82709 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
Juliano Palomares  
SIGNATURE  
DATE 9-13-21  
DEPUTY



MAP GRANT

1 NUMBERED PARCEL  
ACREAGE= 25.34 ACRES

# PARCEL MAP NO. 82709

IN CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

WestLand GROUP

DECEMBER, 2019

**NOTES**

1. SEE SHEET 3 FOR EASEMENT LOCATIONS.
2. SEE SHEET 4 & 5 FOR DETAILS.

**BOUNDARY ESTABLISHMENT**

**LEGEND**

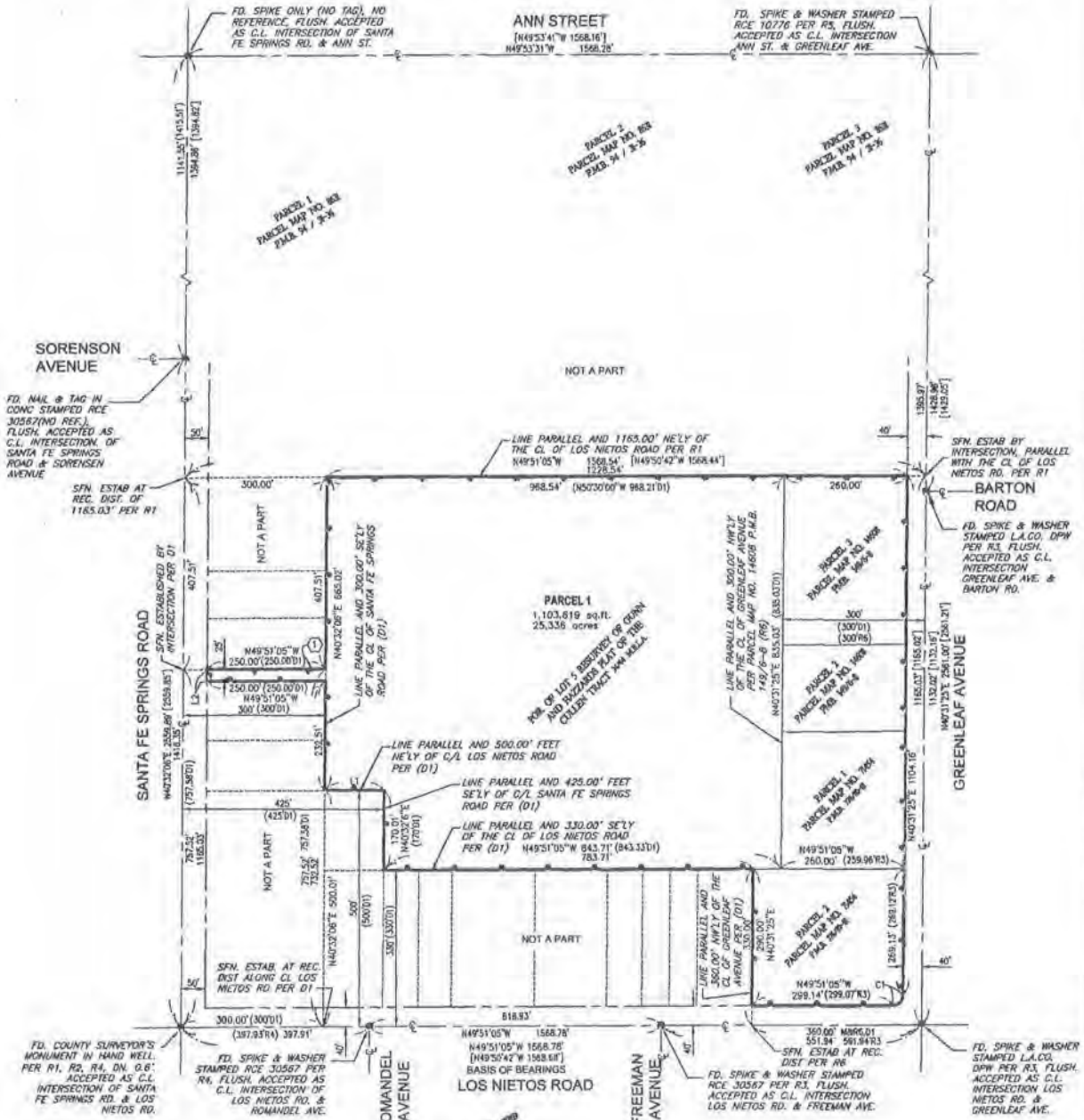
- FOUND MONUMENTS ARE AS NOTED HEREON.
- INDICATES BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
- ESTABLISHED LINE PARALLEL WITH AND DISTANT NORTHEASTERLY FROM THE CENTERLINE OF LOS NIETOS ROAD AT PROPORTIONAL DISTANCE OF 757.52' (757.58'D1), UTILIZING THE OVERALL MEASURED DISTANCE OF 1103.03' (1103.00' FROM AVAILABLE RECORDS).

**REFERENCES:**

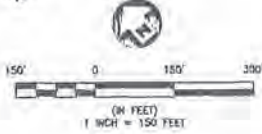
- R1: PARCEL MAP NO. 8631, P.M.B. 99/31-36
  - R2: TRACT MAP NO. 31869, M.B. 859/74-76
  - R3: PARCEL MAP NO. 71454, P.M.B. 376/80-81
  - R4: PARCEL MAP NO. 74025, M.B. 394/25-26
  - R5: PARCEL MAP NO. 12327, P.M.B. 119/83-84
  - R6: PARCEL MAP NO. 14608, P.M.B. 149/6-8
- (D1)-RECORD DIMENSION PER GRANT DEED REC. 02/13/19 AS INST. NO. 20190131721 D.R.
- INDICATES RECORD DIMENSION
- PARCEL MAP NO. 8631, P.M.B. 99/31-38
  - TRACT MAP NO. 31869, M.B. 859/71-76

**BASIS OF BEARING**

THE BEARING OF N49°51'05"W FOR THE CENTERLINE OF LOS NIETOS ROAD AS SHOWN ON TRACT MAP NO. 31869, FILED IN BOOK 859, PAGES 74 THROUGH 76, INCLUSIVE, OF MAPS, RECORDS OF LOS ANGELES COUNTY WAS USED FOR THE BASIS OF BEARINGS FOR THIS SURVEY.



Line #	Direction	Length	Length
L1	N49°51'05"W	125.00'	(125.00'D1)
L2	N40°32'06"E	25.00'	(25.00'D1)



Curve #	Delta	Radius	Length
C1	89°37'30"	21.00'	32.85'
C1,R3	89°37'35"	21.00'	32.85'

1 NUMBERED PARCEL  
ACREAGE= 25.34 ACRES

# PARCEL MAP NO. 82709

SHEET 3 OF 6

IN CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

### NOTES

- SEE SHEET 2 FOR BOUNDARY DETERMINATION AND BASIS OF BEARINGS.
- SEE SHEET 4 AND 5 FOR DETAILS.

WellLand GROUP

DECEMBER, 2019

### PARCEL DETAIL AND EASEMENT SHEET

#### PLOTTED EASEMENTS

- THE CITY OF SANTA FE SPRINGS HOLDER OF AN EASEMENT FOR SIDEWALK PURPOSES TO DEDICATED ON PARCEL MAP NO. 71454, P.M.B. 376/80-81
- EUGENE T WELTER AND GERALDINE WELTER, TRUSTEES OF THE EUGENE AND GERALDINE WELTER TRUST HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS PURPOSES RECORDED JULY 17, 2009 AS INSTRUMENT NO. 2009-1081357, OF OFFICIAL RECORDS.
- SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED AUGUST 16, 1968 AS INSTRUMENT NO. 388, OFFICIAL RECORDS.
- AN EASEMENT FOR SIDEWALK PURPOSES TO THE CITY OF SANTA FE SPRINGS DEDICATED HEREON.
- SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF A 2 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES RECORDED JANUARY 24, 1958 AS DOCUMENT NO. 3194, OF OFFICIAL RECORDS.

#### LEGEND

- FOUND MONUMENTS ARE AS NOTED HEREON.
- INDICATES BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- INDICATES SET 1" I.P. AND TAG "LS 8896", FLUSH, TO BE SET AT ALL BOUNDARY CORNERS.

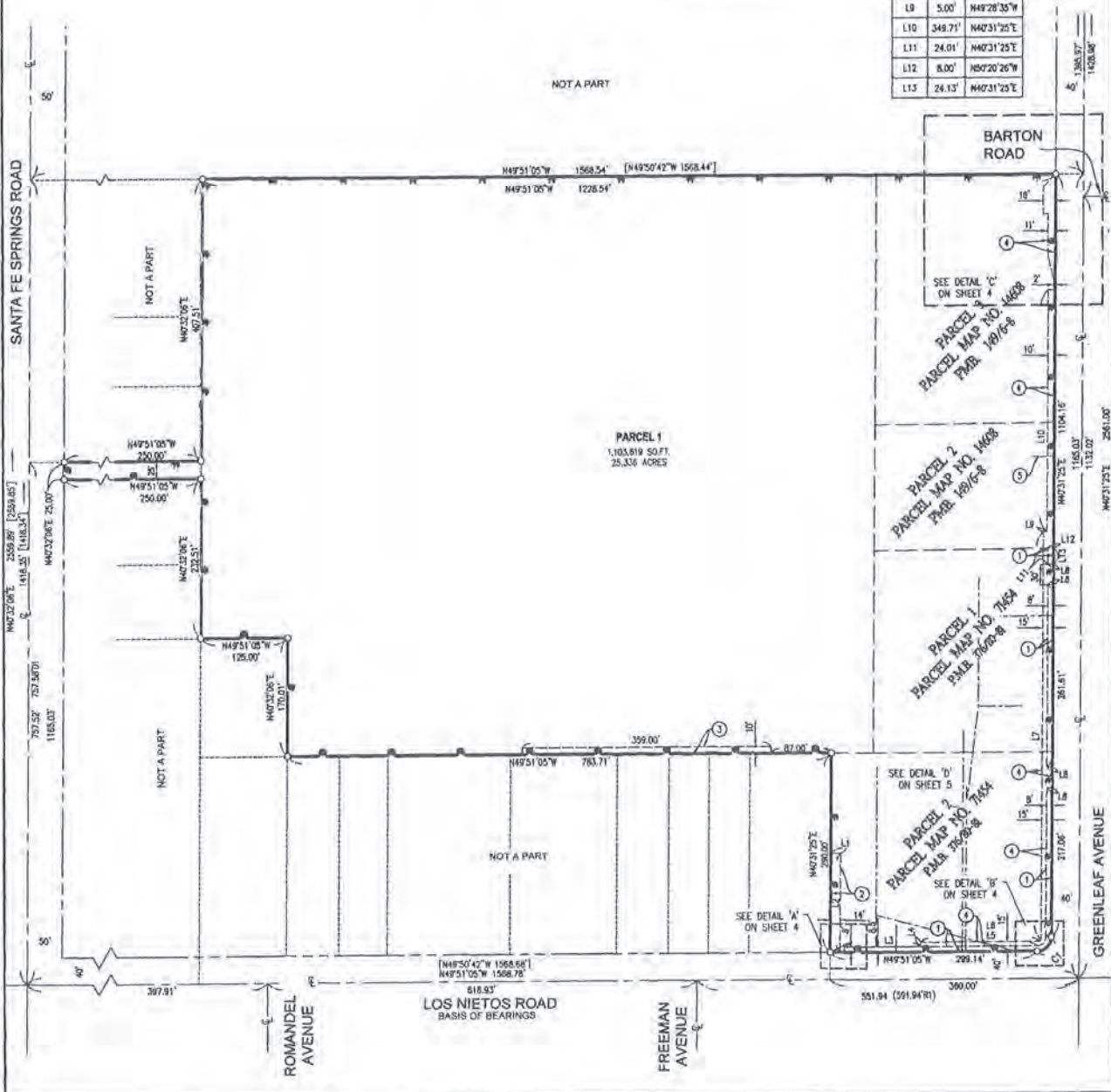
#### REFERENCES:

- R1: PARCEL MAP NO. 8631, P.M.B. 99/31-36
- R2: TRACT MAP NO. 31869, M.B. 859/74-76
- R3: TRACT MAP NO. 71454, P.M.B. 376/80-81
- R4: PARCEL MAP NO. 74025, M.B. 394/25-26
- D1: RECORD DIMENSION PER GRANT DEED REC. 02/13/19 AS INST. NO. 20190131721 O.R.
- PARCEL MAP NO. 8631, P.M.B. 99/31-36
- PARCEL MAP NO. 14608, P.M.B. 149/6-8
- TRACT MAP NO. 31869, M.B. 859/74-76



Curve #	Delta	Radius	Length
C1	89°37'30"	21.00	32.85

Line #	Length	Direction
L1	14.00'	N49°31'00"W
L2	145.00'	N40°31'25"E
L3	113.97'	N49°31'05"W
L4	8.50'	N40°00'55"E
L5	279.07'	N49°30'40"W
L6	172.40'	N49°31'00"W
L7	589.96'	N40°31'25"E
L8	8.00'	N49°28'35"W
L9	5.00'	N49°28'35"W
L10	349.71'	N40°31'25"E
L11	24.01'	N40°31'25"E
L12	8.00'	N50°20'26"W
L13	24.13'	N40°31'25"E



4/3/10

1 NUMBERED PARCEL  
ACREAGE= 25.34 ACRES

# PARCEL MAP NO. 82709

IN CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

SHEET 4 OF 5

**NOTES**

1. SEE SHEET 2 FOR BOUNDARY DETERMINATION AND BASIS OF BEARINGS.
2. SEE SHEET 3 FOR EASEMENT LOCATION.
3. SEE SHEET 5 FOR ADDITIONAL DETAIL.

WestLand GROUP

DECEMBER, 2019

DETAILS SHEET

**EASEMENTS**

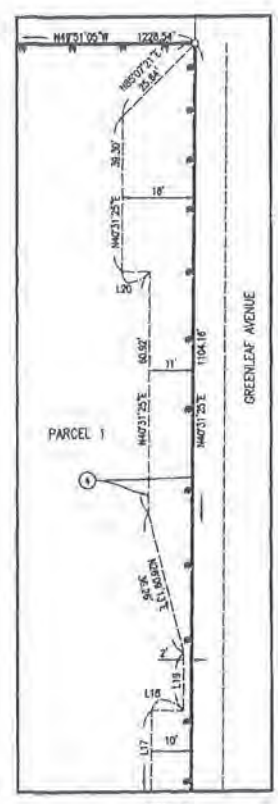
- ① THE CITY OF SANTA FE SPRINGS HOLDER OF AN EASEMENT FOR SIDEWALK PURPOSES TO DEDICATED ON PARCEL MAP NO. 71454, P.M.B. 376/80-81.
- ② EUGENE T WELTER AND GERALDINE WELTER, TRUSTEES OF THE EUGENE AND GERALDINE WELTER TRUST HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS PURPOSES RECORDED JULY 17, 2009 AS INSTRUMENT NO. 2009-1081357, OF OFFICIAL RECORDS.
- ④ AN EASEMENT FOR SIDEWALK PURPOSES TO THE CITY OF SANTA FE SPRINGS DEDICATED HEREON.

**LEGEND**

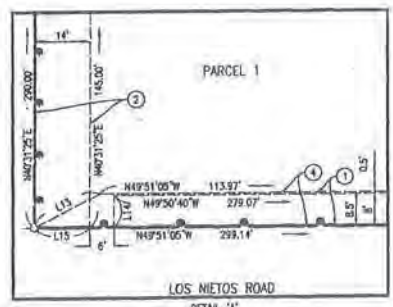
- INDICATES BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- INDICATES SET 1" I.P. AND TAG 7.5 8686", FLUSH TO BE SET AT ALL BOUNDARY CORNERS.

Line #	Length	Direction
L13	18.63	N78°59'21"W
L14	8.00	N40°09'20"E
L15	14.00	N49°51'05"W
L16	3.08	N84°45'14"E
L17	349.71	N40°31'25"E
L18	8.00	N49°28'35"W
L19	14.65	N40°31'25"E
L20	7.00	N49°28'35"W

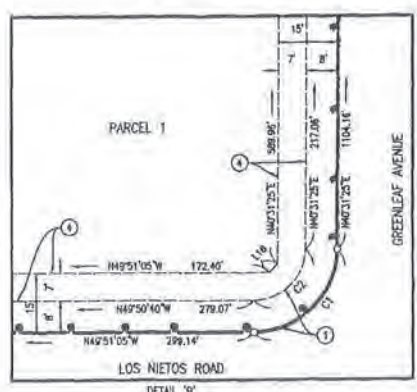
Curve #	Delta	Radius	Length
C1	89°37'30"	21.00	32.85
C2	89°37'55"	13.00	20.34



DETAIL 'C'  
SCALE: 1"=20'



DETAIL 'A'  
SCALE: 1"=20'



DETAIL 'B'  
SCALE: 1"=20'



4/3/11

1 NUMBERED PARCEL  
ACREAGE= 25.34 ACRES

# PARCEL MAP NO. 82709

SHEET 5 OF 5

IN CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

**NOTES**

1. SEE SHEET 2 FOR BOUNDARY DETERMINATION AND BASIS OF BEARINGS.
2. SEE SHEET 3 FOR EASEMENT LOCATION.
3. SEE SHEET 4 FOR ADDITIONAL DETAILS.

WestLand GROUP

DECEMBER, 2019

**DETAIL SHEET**



**LEGEND**

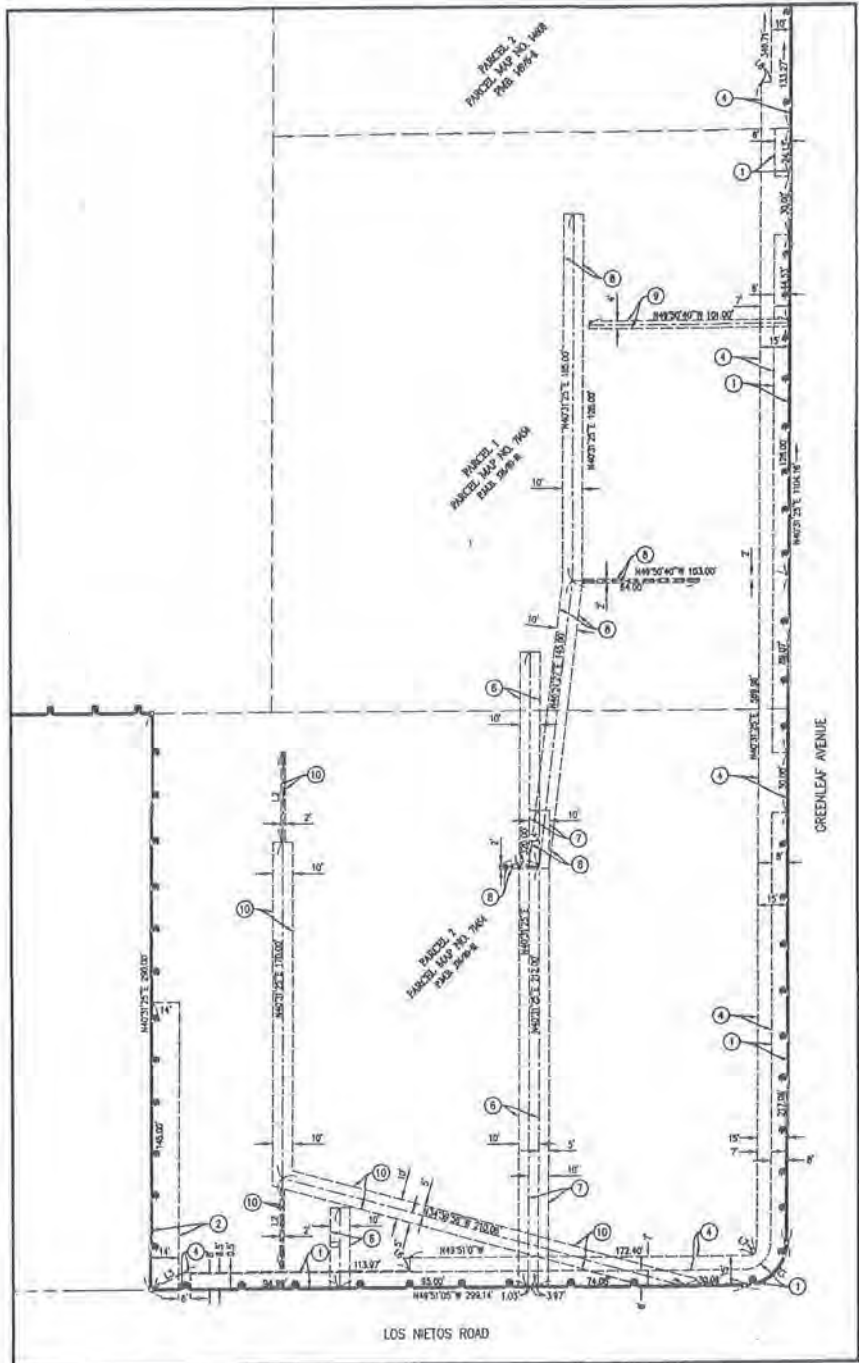
- INDICATES BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- INDICATES SET 1" I.P. AND TAG "LS 8888", FLUSH TO BE SET AT ALL BOUNDARY CORNERS.

**EASEMENTS**

- ① THE CITY OF SANTA FE SPRINGS HOLDER OF AN EASEMENT FOR SIDEWALK PURPOSES TO DEDICATED ON PARCEL MAP NO. 71454, P.M.B. 376/80-81.
- ② EUGENE T WELTER AND GERALDINE WELTER, TRUSTEES OF THE EUGENE AND GERALDINE WELTER TRUST HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS PURPOSES RECORDED JULY 17, 2009 AS INSTRUMENT NO. 2009-1081357, OF OFFICIAL RECORDS.
- ④ AN EASEMENT FOR SIDEWALK PURPOSES TO THE CITY OF SANTA FE SPRINGS DEDICATED HEREON.
- ⑥ SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED FEBRUARY 15, 1951 AS DOCUMENT NO. 2415, OF OFFICIAL RECORDS.
- ⑦ SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED JULY 3, 1951 AS DOCUMENT NO. 2712, OF OFFICIAL RECORDS.
- ⑧ SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED JUNE 7, 1954 AS DOCUMENT NO. 2403, OF OFFICIAL RECORDS.
- ⑨ GENERAL TELEPHONE COMPANY OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED JUNE 21, 1961 AS DOCUMENT NO. 4473, OF OFFICIAL RECORDS.
- ⑩ SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED SEPTEMBER 6, 1955 AS DOCUMENT NO. 3587, OF OFFICIAL RECORDS.

Line Table		
Line #	Length	Direction
L1	40.00'	N40°31'25"E
L2	45.00'	N40°31'25"E
L3	18.63'	N78°58'21"W
L4	28.00'	N40°31'25"E
L5	20.00'	N49°50'40"W
L8	8.50'	N40°08'55"E
L7	3.00'	N84°45'14"E
L8	5.00'	N49°28'35"W

Curve Table			
Curve #	Delta	Radius	Length
C1	89°37'30"	21.00'	32.85'



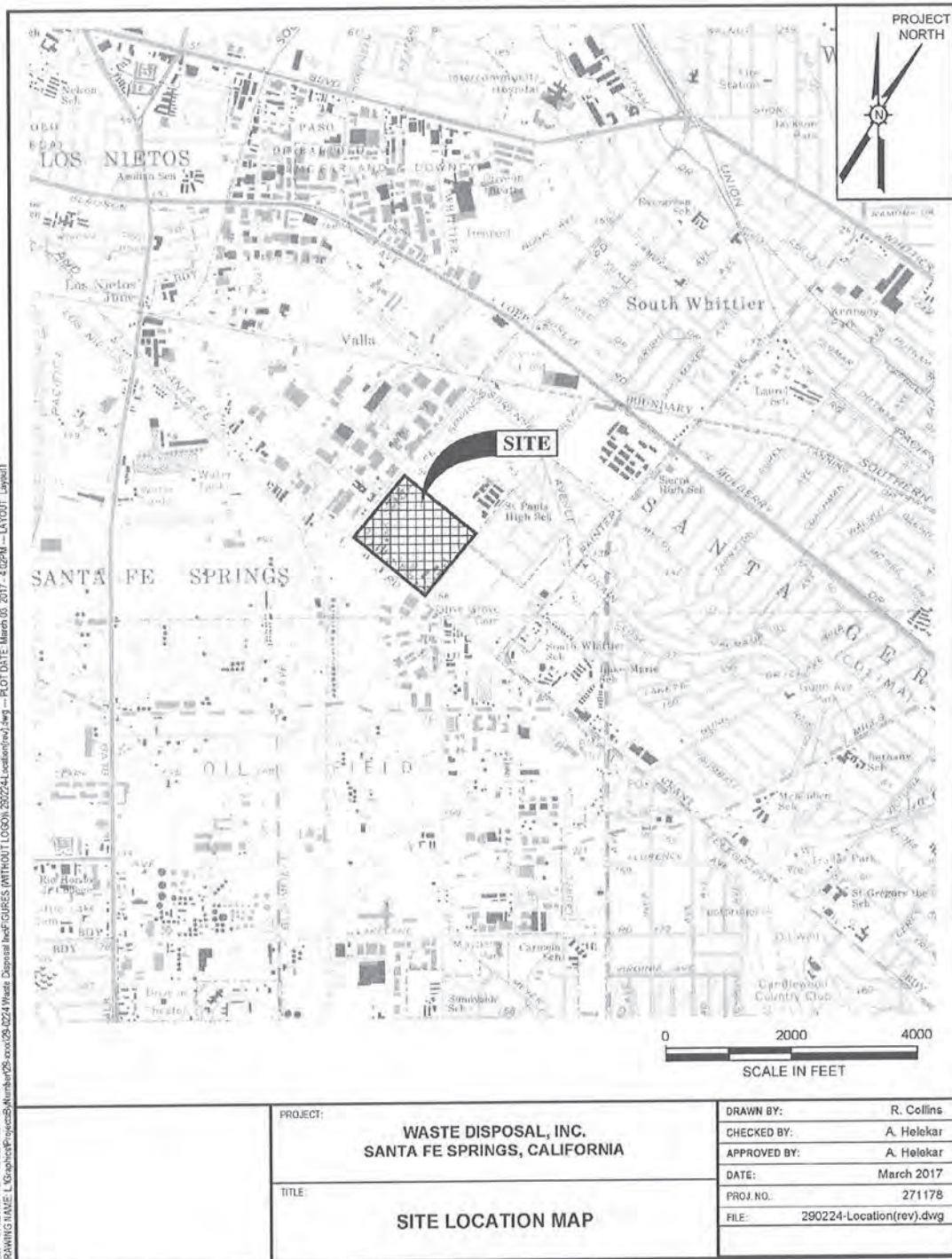
LOS NETOS ROAD

DETAIL "D"  
SCALE: 1"=40'

APPENDIX 2 TO ADMINISTRATIVE SETTLEMENT AGREEMENT FOR RESPONSE  
ACTION AND PAYMENT OF RESPONSE COSTS BY BONA FIDE PROSPECTIVE  
PURCHASER BETWEEN EPA AND GREENLEAF

[Site Location Map]

# Appendix 2: Site Location Map

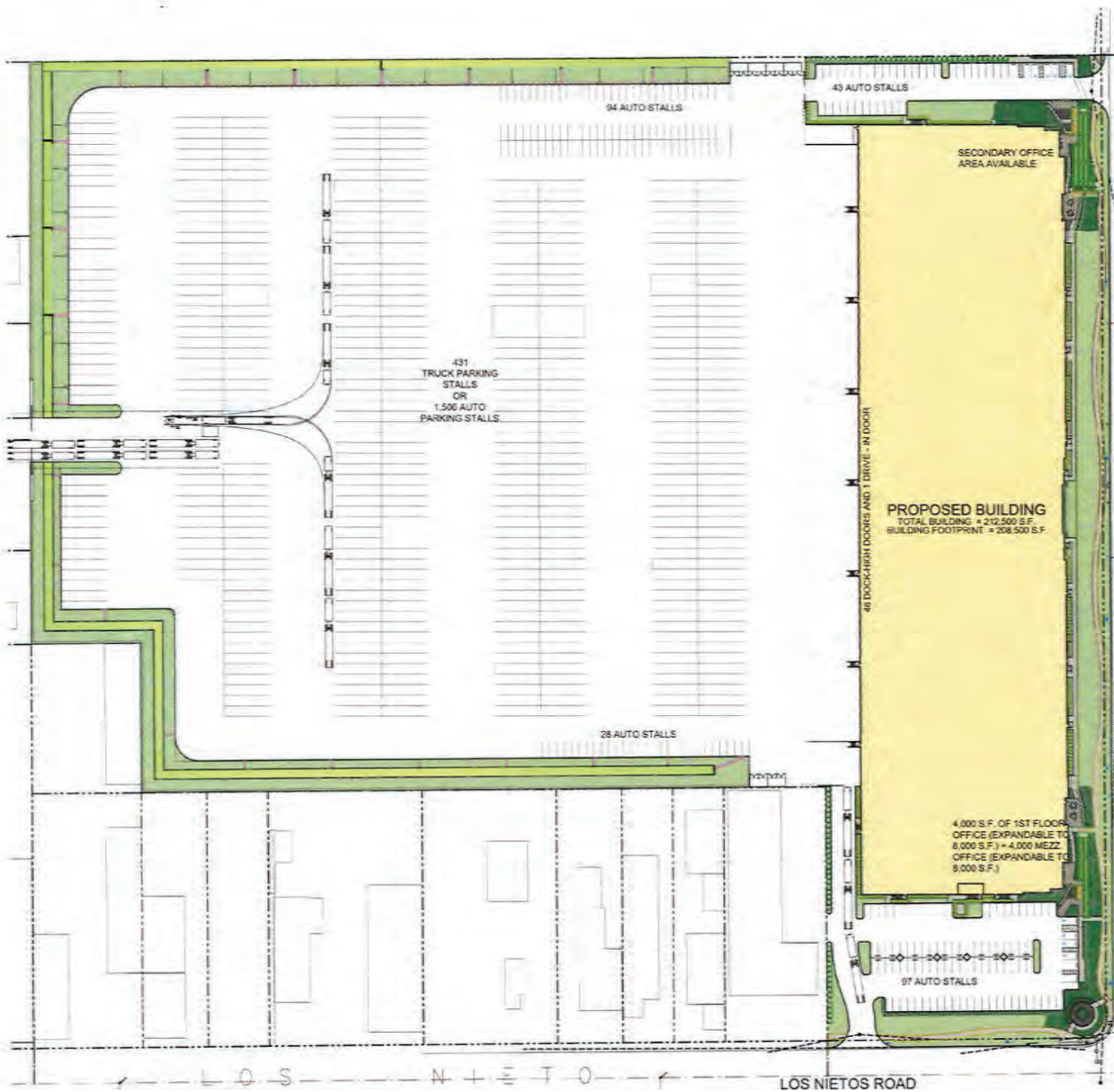


File: \\c:\projects\290224\290224-Location.dwg -- PLOT DATE: March 03, 2017, 4:02PM -- LAYOUT: Layout1  
 Drawing Name: L:\Projects\290224\290224-Location.dwg

PROJECT:	<b>WASTE DISPOSAL, INC.</b>	
	<b>SANTA FE SPRINGS, CALIFORNIA</b>	
TITLE:	<b>SITE LOCATION MAP</b>	
DRAWN BY:	R. Collins	
CHECKED BY:	A. Helekar	
APPROVED BY:	A. Helekar	
DATE:	March 2017	
PROJ. NO.:	271178	
FILE:	290224-Location(rev).dwg	

APPENDIX 3 TO ADMINISTRATIVE SETTLEMENT AGREEMENT FOR RESPONSE  
ACTION AND PAYMENT OF RESPONSE COSTS BY BONA FIDE PROSPECTIVE  
PURCHASER BETWEEN EPA AND GREENLEAF

[Site Plan]



**PROJECT SUMMARY**

ZONE:	HEAVY MANUFACTURING (M-3)
SITE AREA	1.08281 SF / 25.38 AC
OVERALL SITE AREA	1,082,810 SF / 25.38 AC
FOOTPRINT AREA:	208,500 SF
FIRST FLOOR OFFICE	8,000 SF
SECOND FLOOR AREA	8,000 SF
WAREHOUSE AREA	200,500 SF
TOTAL BUILDING AREA:	216,500 SF
SITE LOT COVERAGE:	19.25 %
SITE F.A.R.:	13.61 %
PARKING REQUIRED:	
0 - 25,000 SF (11,600 SF)	50 STALLS
25,001 SF - 100,000 SF (11,790 SF)	100 STALLS
100,001 SF - 200,000 SF (11,000 SF)	100 STALLS
200,001 SF AND ABOVE (12,000 SF)	8 STALLS
TOTAL STALLS	258 STALLS
PARKING PROVIDED:	
ACCESSIBLE STALLS	12 STALLS
STANDARD STALLS	250 STALLS
COMPACT STALLS (25% MAX)	90 STALLS
TOTAL STALLS	352 STALLS
BICYCLE PARKING STALLS 5% OF MOTORIZED VEHICLES (CAL GREEN)	13 STALLS
1 BICYCLE STALL SHALL BE DESIGNATED FOR LONG TERM PARKING	1 STALL
TOTAL BICYCLE STALLS PROVIDED	14 STALLS
LANDSCAPE REQUIRED:	
25 SF PER 1 FT. OF FRONTAGE: 439 X 25 SF	10,975 SF
PLUS	
(5% OF PARKING AREA) PARKING AREA IS 41,237 SF)	2,073 SF
TOTAL LANDSCAPE REQUIRED	13,048 SF
LANDSCAPE PROVIDED:	90,175 SF
REQUIRED TRAILER:	
TRAILER PARKING (1/4 DOCK DOORS)	46 DOCK DOORS / 4 = 12 TRAILERS
PROVIDED TRAILER PARKING:	491 TRAILER POSITIONS

GREENLEAF AVENUE

LOS NIETOS ROAD



PREPARED BY  
**ENVIRON**  
 PRELIMINARY LANDSCAPE PLAN  
 WDI DEVELOPMENT PROJECT  
 GREENLEAF / LOS NIETOS ROAD  
 SANTA FE SPRINGS, CA

OWNER BY  
**Centerpoint Properties**  
 725 S. FIGUEROA STREET SUITE 3005  
 LOS ANGELES, CA 90017  
 CONTACT: WILLIAM LU 213-488-0695



DATE: 11-15-18  
 SHEET NO. RGA00110  
 L-1  
 1 OF 1 SHEETS

APPENDIX 4 TO ADMINISTRATIVE SETTLEMENT AGREEMENT FOR RESPONSE  
ACTION AND PAYMENT OF RESPONSE COSTS BY BONA FIDE PROSPECTIVE  
PURCHASER BETWEEN EPA AND GREENLEAF

[Statement of Work]

**Appendix 4: Attachment to Administrative Settlement Agreement for  
Response Action and Payment of Response Costs by Bona Fide  
Prospective Purchaser**

**ENGINEERING DESIGN/RESPONSE ACTION**

**STATEMENT OF WORK**

**Waste Disposal Incorporated (WDI) Superfund Site**

**Santa Fe Springs, Los Angeles County, California**

**November \_\_, 2024**

## TABLE OF CONTENTS

1.	INTRODUCTION .....	3
2.	COMMUNITY INVOLVEMENT .....	11
3.	COORDINATION AND SUPERVISION .....	12
4.	ENGINEERING DESIGN.....	13
5.	RESPONSE ACTION .....	16
6.	RESERVED - CONTINGENCY REMEDY .....	22
7.	REPORTING .....	22
8.	DELIVERABLES.....	23
9.	SCHEDULES .....	30
10.	STATE PARTICIPATION.....	31
11.	REFERENCES .....	32

## 1. INTRODUCTION

### 1.1 Purpose of the Statement of Work (“SOW”)

This SOW sets forth the procedures and requirements for implementing the Work.

### 1.2 Structure of the SOW

- Section 2 (Community Involvement) sets forth EPA’s and Purchaser’s responsibilities for community involvement.
- Section 3 (Coordination and Supervision) contains the provisions for selecting the Supervising Contractor and Project Coordinator regarding the Work.
- Section 4 (Engineering Design) sets forth the process for developing the Engineering Design, which includes the submission of specified primary deliverables.
- Section 5 (Response Action) sets forth requirements regarding the completion of the Response Action, including the primary deliverables related to completion of the Response Action.
- Section 6 RESERVED (Contingency Remedy) sets forth Purchaser’s obligations regarding implementation of contingency remedies.
- Section 7 (Reporting) sets forth Purchaser’s reporting obligations.
- Section 8 (Deliverables) describes the contents of the supporting deliverables and the general requirements regarding Purchaser’s submission of, and EPA’s review of, approval of, comment on, and/or modification of, the deliverables.
- Section 9 (Schedules) sets forth the schedule for implementing the Work under this SOW, the primary deliverables, supporting deliverables that must accompany each primary deliverable, and the schedule of milestones regarding the completion of the Response Action.
- Section 10 (State Participation) addresses State participation.
- Section 11 (References) provides a list of references, including URLs.

### 1.3 Scope of the Response Action

The Scope of the Response Action includes the actions described in the “Administrative Settlement Agreement for Response Action and Payment of Response Costs By Bona Fide Prospective Purchaser” between EPA Region 9 and Purchaser (“Agreement”), this SOW, and the Amended Record of Decision (June 2002) (“Amended ROD” or “AROD”).

#### (a) General

This SOW describes the Work to be performed by Purchaser on the Greenleaf Business Center LLC Property (“Purchaser’s Property” or “Property”) within the Waste Disposal Inc. (“WDI”) Superfund Site (the “WDI Site” or the “Site”) in compliance with the Agreement. Consistent with the AROD and as envisioned by the City of Santa Fe Springs, EPA, and the Waste Disposal Inc. Group (“WDIG”) in the *Adopted Specific Plan for the Development of the Waste Disposal, Inc. Site*, dated May 13, 2004, the Work

will facilitate beneficial reuse of the Purchaser's Property. The Work will be accomplished through industrial redevelopment, which will cover a substantial portion of the WDI Site. Redevelopment will include construction of a 208,500 square foot industrial warehouse space with an adjacent parking lot. The building will be a tilt wall concrete panel construction with 32-foot clear heights. The warehouse will be constructed on a speculative basis in hopes of attracting a long-term tenant to the space. Possible uses of the property include "last-mile" delivery, bulk storage of commercial goods and distribution, or fleet parking with a warehouse component. The industrial warehouse will comprise approximately 13% of the WDI Site. Parking, access roads, and other amenities will utilize an additional 54% of the WDI Site. Construction of the new building, parking areas, and related amenities will impact the CERCLA Remedial Action that has been completed at the WDI Site based on the Amended ROD. The Work will include protective measures to prevent potential releases of, and exposures to, Site contaminants, such as: destruction, relocation, and/or protection of each monitoring point affected by the redevelopment; removal and replacement of large portions of the existing Resource Conservation and Recovery Act ("RCRA") capping systems; excavation and reconsolidation of waste materials within specified areas of the Site; installation of engineering controls and restoration of modified engineering capping systems to assure continuing containment of waste materials and soil vapor; installation of subsurface structural support systems for buildings (e.g., rigid inclusions, or similar); installation of a soil vapor intrusion mitigation system under buildings and their associated environmental monitoring systems; reconstruction of systems to manage storm water; re-deployment of Site monitoring systems, and security and Site control. Institutional controls ("ICs"), such as environmental restriction covenants ("ERCs"), are also necessary to ensure access to the Site for EPA, Department of Toxic Substances Control ("DTSC"), WDIG, and designated representatives, and prevent unauthorized construction and other activities that could adversely impact the completed Remedial Action.

The Work shall include all activities necessary to plan, manage, construct, and monitor environmental systems and engineering controls related to the development of the Purchaser's Property. All Work shall maintain conformance with the Agreement and with the Amended ROD.

As part of the Work, Purchaser shall prepare deliverables for EPA review and approval that present Purchaser's plans, designs, specifications, and procedures for implementing the actions contained in the Agreement. Deliverables shall be prepared in draft and final form for review by EPA as described in this SOW. Except as expressly provided in this SOW, the activities and any deliverables developed under this SOW, shall be implemented only after receiving written approval from EPA. The Work shall maintain conformance with the approved management plans and designs prepared as required by this SOW. Approval by EPA does not relieve Purchaser of responsibility for the content, technical sufficiency, accuracy, and efficacy of all submitted deliverables. Similarly, EPA approval does not relieve Purchaser of requirements or approvals, as required by other entities.

(b) Summary of the Work

(1) Overview of Planned Project Build-Out

Parcels & Site Coverage. Purchaser owns Los Angeles County Assessor's Parcel Numbers 8167-002-054 and 8167-002-055, which encompass a 25.336-acre portion of the WDI Site. As noted above, Purchaser plans to construct an industrial warehouse, parking, and related amenities as part of redevelopment. The Property is currently zoned M-2, Heavy Manufacturing, with Specific Plan Overlay (associated with the "Adopted Specific Plan for the Development of the Waste Disposal, Inc. Site" that was approved by the Santa Fe Springs City Council on May 13, 2004) by the City of Santa Fe Springs.

Work Sequencing & Phasing. Purchaser plans to redevelop the Property in phases, commencing with an "Early Action Phase" that generally includes construction preparation activities, which include demolition of an existing building; removal of power poles and related repair of the RCRA cap; additional geotechnical investigations; and maintenance of best management practices ("BMPs") for stormwater control. Some of these activities have been completed and documented in plans, predesign documents, and completion reports. This phase will be followed by the "Pre-Construction Phase" that will generally include the elimination, protection, or relocation of monitoring points in the area of the future industrial warehouse; temporary removal of the RCRA capping system that covers the area of the industrial warehouse; and import and placement of fill material to create a surcharge mound in the area of the future industrial warehouse. Once the surcharge geotechnical objectives have been met, the "Construction Phase" will commence. This phase will generally include the elimination, relocation, or modification of existing monitoring points and remedial systems; removal of the surcharge mound and placement and grading of much of the imported fill onto other portions of the Purchaser's Property; the construction of stormwater drainage systems near portions of the perimeter of the Purchaser's Property; relocation of excavated waste materials onto selected areas of the Purchaser's Property; construction of ground improvement systems in the area of the warehouse; repair or replacement of RCRA capping systems affected by the redevelopment; installation of a vapor intrusion mitigation system ("VIMS") beneath and inside the warehouse; vertical construction of the warehouse; and paving and landscaping of the balance of the Purchaser's Property. These activities shall be included in a schedule pursuant to Paragraph 9 of this SOW. The Work included in this SOW shall address only the Purchaser's Property.

Facilities. Purchaser's facilities will include an industrial warehouse, parking, and associated amenities on the Purchaser's Property with a total area of approximately 1,103,636 square feet. This will cover approximately 66.7% of the WDI Site. The warehouse will include office space, warehouse space, utilities, and related amenities. The build-out will also include landscaping, and parking space. A parking area will be constructed on the central portion of the Site that

includes the “dial”, covering an area of 895,136 square feet, or approximately 54% of the WDI Site.

Site Location & Layout. The WDI Site is located within the City of Santa Fe Springs, Los Angeles County, California. The Site is bounded by Santa Fe Springs Road, Los Nietos Road, Greenleaf Avenue, and industrial and school properties to the northeast. Appendix 1 to the Agreement is a map that shows the location of the Purchaser’s Property within the WDI Site. Appendix 3 to the Agreement is the Site plan that shows the locations of the future commercial warehouse, parking, and related amenities on the Purchaser’s Property. This SOW only addresses environmental response actions for the Purchaser’s Property.

(2) Purpose

The purpose of this SOW, and the Work described herein, is to (1) protect the physical integrity of EPA’s CERCLA environmental remedial action that has been completed at the WDI Site pursuant to the Amended ROD; (2) prevent degradation of groundwater at the Site; (3) prevent releases of waste materials; and (4) prevent the exposure of future occupants and visitors to Site-related waste materials.

(3) Work Activities

The Work to be performed on Purchaser’s Property shall include tasks and activities as described in this SOW, which relate to planning, design, construction, testing and operations, maintenance, and monitoring of a new industrial warehouse with parking and related amenities on the Purchaser’s Property. EPA and its authorized representatives will perform technical oversight (document review) and field oversight with emphasis on activities and systems that may potentially affect the integrity of the Remedy.

Work activities will generally include, but not be limited to, the following:

- (i) Project planning and scoping;
- (ii) Project management, scheduling, and control;
- (iii) Community involvement;
- (iv) Focused predesign investigations, e.g., geotechnical investigations, soil vapor predesign, and analysis;
- (v) Preparation of engineering design packages, including narrative reports, drawings, calculations and analyses, specifications, cost estimates, and procurement documents;
- (vi) Construction management;

- (vii) Construction quality assurance (“CQA”), including 3<sup>rd</sup> party CQA;
- (viii) Early action activities and site preparation;
- (ix) Soil and fill import, surcharging related activities;
- (x) Construction of the redevelopment and engineering controls;
- (xi) Relocation, protection, abandonment, and replacement of existing groundwater monitoring wells in connection with redevelopment as determined necessary by EPA;
- (xii) Relocation, protection, abandonment, and replacement of existing soil vapor probes or wells in connection with redevelopment as determined necessary by EPA;
- (xiii) Installation of environmental engineering controls in new structures (e.g., soil vapor barriers and venting);
- (xiv) Installation of a VIMS and sub-slab soil vapor monitoring systems;
- (xv) Development-related operations and maintenance (“DRO&M”);
- (xvi) Long-term environmental performance and compliance monitoring;
- (xvii) ICs;
- (xviii) Submittal of construction completion reports and as-built drawings;
- (xix) Inspections and submittal of response action and work completion reports; and
- (xx) Closeout of physical construction and response action.

(4) Excluded Work

Excluded Work shall include tasks, activities, and systems that are not expected to affect the physical integrity or performance of the Remedy and are not expected to contribute to exposures to waste materials or releases of waste materials into the environment. Excluded Work might include, but is not limited to, some landscaping, architectural, interior design, fencing, lighting, netting, dock pits, vertical construction, or internal building features (e.g., elevators, stairs, floors, windows, structural steel, appliances, cabinets, HVAC, air handling units, ductwork, piping, plumbing, fire protection, and electrical) that are not essential to performance of the Remedy. Any designation of Excluded Work shall be proposed in work plans and subject to approval by EPA.

## 1.4 Definitions

The terms used in this SOW that are defined in CERCLA, in regulations promulgated under CERCLA, or in the Agreement, have the meanings assigned to them in CERCLA, in such regulations, or in the Agreement, except that the term “Paragraph” or “¶” means a paragraph of the SOW, and the term “Section” means a section of the SOW, unless otherwise stated.

“Bona Fide Prospective Purchaser” or “BFPP” shall mean a bona fide prospective purchaser as described in Section 101(40) of CERCLA, 42 U.S.C. § 9601(40).

“Building/Occupant Impacts” shall mean impacts of the Work upon existing buildings, permanent structures, or occupants including but not limited to inconvenience, disruptions of business activities, full or partial demolition, and temporary or permanent displacement.

“City” shall mean the City of Santa Fe Springs, Los Angeles County, California.

“Consent Decree” shall mean the WDIG Consent Decree, *United States v. Archer Daniels Midland Co., et al*, District Court for the Central District of California, Civil Action No. 03-1593 WJR, entered on August 12, 2003.

“Construction Completion” shall mean completion of all activities related to physical construction of the Work on the Property within the scope of the Agreement and the SOW, including physical construction, testing, inspections, initial start-up, and documentation of construction, and will be documented by EPA’s issuance of a Certification of Construction Completion.

“County” shall mean Los Angeles County in California.

“Days” shall mean calendar days unless otherwise specified as working days since some Gantt chart schedules might present task durations in terms of “working days.” In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period runs until the close of business of the next working day.

“Deliverable(s)” shall mean tangible work products, including plans, designs, reports, memoranda, schedules, or other documents or work products prepared by, or under the direction of, the Purchaser, as described in this SOW.

“Department of Toxic Substances Control” or “DTSC” shall mean the California Department of Toxic Substances Control, which is the State Support Agency for the WDI Superfund Site as designated in the Amended ROD.

“Engineering Controls” or “ECs” shall mean physical systems, components, or equipment to be engineered and constructed or installed to minimize exposure, contain,

or mitigate environmental risks from exposure to waste materials at the Site as described in this SOW.

“Greenleaf Business Center L.L.C.” shall mean the purchaser of a portion of the Site, defined below as the Property, located on the WDI Superfund Site, which was acquired by CenterPoint Properties in January 2019.

“Institutional Controls” or “ICs” shall mean Proprietary Controls (i.e., easements, covenants, or the environmental restrictive covenants, as referenced in Paragraph 27.b of the Agreement) that: (a) limit land, water, or other resource use to minimize the potential for human exposure to Waste Material at or in connection with the Site; (b) limit land, water, or other resource use to implement, ensure non-interference with, or ensure the integrity of the Remedy; and/or (c) provide information intended to modify or guide human behavior at or in connection with the Site.

“Monitoring” shall include short-term and long-term data collection, testing, analytical activities, and measurements related to both performance and compliance.

“Occupants” shall mean all persons who occupy the Purchaser’s Property for any purpose, including owners, tenants, full-time or part-time employees, workers, customers, or other visitors.

“Development-Related Operations and Maintenance” or “DRO&M” shall mean all activities required to maintain the effectiveness of the Response Action as required under interim or long-term development-related operation and maintenance plans (including any amendments) as approved by EPA pursuant to this SOW and Agreement.

“Effective Date” shall mean the effective date of the Agreement as provided in Section XXVIII of the Agreement.

“Integration and Coordination” or “I&C” shall mean planning, coordination, sequencing, and control of specific tasks, activities, and processes as part of overall project management to ensure alignment and smooth execution of the Work.

“Parties” shall mean the United States and Purchaser, and “Party” means either one of the Parties.

“Performance Standards” shall mean those cleanup standards, standards of control, response actions, or other substantive requirements, criteria, or limitations set forth, or directly referenced, in the Amended ROD, the Agreement, and the SOW.

“Professional Engineer” or “PE” shall mean an engineer who is licensed in the State of California

“Professional Geologist” or “PG” shall mean a geologist who is licensed in the State of California.

“Property” shall mean that portion of the Site, encompassing approximately 25 acres, owned by Purchaser, located at 9648 Santa Fe Springs Road, 9951 Greenleaf Avenue, and 9848 Greenleaf Avenue, respectively, in Los Angeles County, California and including Los Angeles County Tax Assessor Parcel Numbers 8167-002-054 and 8167-002-055 that were created by the recordation of Final Parcel Map No. 82709 on October 5, 2021, as Document Number 20211510561, a copy of which is attached as Appendix 1 in the Agreement.

“Purchaser” shall mean Greenleaf Business Center L.L.C.

“Remedy” shall mean the remediation, operations, and maintenance performed by Waste Disposal Inc. Group (defined below) at the WDI Superfund Site pursuant to the *Amended Record of Decision for Waste Disposal, Inc.*, June 21, 2002 (“Amended ROD”) and *United States v. Archer Daniels Midland Company, et al.*, Case No. 03-1593 WJR, and entered by the Court on February 27, 2003 (“WDI Consent Decree”).

“Response Action” shall mean all activities Purchaser is required to perform pursuant to the Agreement, excluding those required by Section X (Record Retention) and excluding performance of the DRO&M.

“RESERVED” shall mean that the referenced section is not applicable to the Work, but the headings are retained to preserve the current EPA SOW model’s structure, numbering, and cross-references for the SOW.

“Site”, or “WDI Site”, shall mean the 38.6-acre WDI Superfund Site, located at Los Nietos Road at Greenleaf Avenue in Santa Fe Springs, California. The Site is bounded by Los Nietos Road on the southwest, Greenleaf Avenue on the southeast, Santa Fe

Springs Road on the northwest, and warehouses and a private school on the northeast. The Site location is depicted generally on the map attached as Appendix 2.

“State” shall mean the State of California.

“Vapor Intrusion” or “VI” shall mean the vapor-phase migration or movement of volatile organic compounds or volatile inorganic compounds into on-Site structures from subsurface waste materials.

“Waste Disposal Inc. Group”, or “WDIG” shall mean the work group that has been implementing the Remedy.

“Waste Material” or “Waste Materials” shall mean (1) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33); (3) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); (4) any “hazardous substance” under California Health and Safety Code §§ 25216 and 25217; and (5) all material identified as waste or sump material in previous Site investigations conducted prior to the effective date of the Consent Decree, irrespective of whether it is classified as a hazardous substance, pollutant contaminant, or solid waste under the above statutes.

“Work” shall mean all activities Purchaser is required to perform pursuant to the Agreement, except those required by Section X (Record Retention).

“Working Days” shall mean days in which the Work is performed exclusive of weekends and federal or State holidays, typically five days per week.

## **2. COMMUNITY INVOLVEMENT**

### **2.1 Community Involvement Plan (“CIP”) and Activities**

Purchaser shall conduct community involvement (“CI”) activities under EPA’s oversight as provided for, and in accordance with this Section. Community involvement activities shall include outreach to the community and stakeholders, including public agencies, on-site property owners and tenants, nearby educational institutions, the adjacent high school, and nearby businesses and residents. The Purchaser shall conduct community outreach using a variety of appropriate media and communication tools, such as public meetings, fact sheets, flyers, email notifications, and door-to-door visits with the dual goals of providing information about the redevelopment project and soliciting public input to prevent adverse impacts. Within thirty (30) days of the Effective Date, the Purchaser shall prepare a concise CIP to address Purchaser’s proposed CI activities in a clear and concise manner (*see* Supporting Deliverables).

### **2.2 Community Involvement Responsibilities**

- (a) EPA has the overall lead responsibility for coordinating and overseeing the Purchaser’s implementation of CI activities at the Site. Purchaser shall conduct CI

activities as described in this SOW and shall provide support to EPA in any EPA-initiated CI activities, as requested by EPA.

- (b) RESERVED - Purchaser's CI Coordinator.
- (c) As requested by EPA, Purchaser shall conduct CI activities, including: (1) hosting of public meetings or events with language interpreters for community members with limited English proficiency; (2) participation in public meetings that may be held or sponsored by EPA to explain activities at or relating to the Site; and (3) providing timely updates and notification to stakeholders and particularly nearby residents and tenants regarding Purchaser's activities.
- (d) RESERVED - Information for the Community.

### **2.3 RESERVED - Purchaser's Responsibilities for Technical Assistance**

## **3. COORDINATION AND SUPERVISION**

### **3.1 Project Coordinators**

- (a) Purchaser shall designate a Project Coordinator for the Work. Purchaser's Project Coordinator must have sufficient technical experience and expertise, including appropriate education and experience, to manage and coordinate the Work. Purchaser's Project Coordinator may not be an attorney who represents Purchaser in this matter and may not act as the Supervising Contractor. Purchaser's Project Coordinator may assign other representatives, including other contractors, to assist in coordinating the Work.
- (b) EPA shall designate and notify Purchaser of EPA's Project Coordinator. EPA may designate other representatives, which may include its employees, designated representatives from other agencies, contractors, and/or consultants to oversee the Work. EPA's Project Coordinator will have the same authority as a remedial project manager and/or an on-scene coordinator, as described in the National Oil and Hazardous Substances Pollution Contingency Plan. This includes the authority to halt the Work and/or to conduct or direct any necessary response action when it is determined that conditions at the Site constitute an emergency or may present an immediate threat to public health or welfare or the environment due to a release or threatened release of Waste Material.
- (c) RESERVED – State Project Coordinator
- (d) Purchaser's Project Coordinator shall communicate with EPA's Project Coordinator at least monthly throughout the project planning, design, construction, and initial shakedown period as determined by EPA.

### **3.2 Supervising Contractor**

Purchaser shall designate a Supervising Contractor. Purchaser's proposed Supervising Contractor must have sufficient technical expertise to supervise the Work and a quality assurance system that complies with the most recent version of *Quality Systems for Environmental Data and Technology Programs – Requirements with Guidance for Use* (American National Standard), ANSI/ASQC E4 (Feb. 2014).

### **3.3 Procedures for Disapproval/Authorization to Proceed**

- (a) Purchaser shall designate, and notify EPA, within 15 days after the Effective Date, of the names, titles, contact information, and qualifications of the Purchaser's proposed Project Coordinator and Supervising Contractor, whose qualifications shall be subject to EPA's review for verification based on objective assessment criteria (*e.g.*, experience, capacity, technical expertise) and do not have a conflict of interest with respect to the project.
- (b) EPA shall issue notices of disapproval and/or authorizations to proceed regarding any proposed Project Coordinator and Supervising Contractor, as applicable. If EPA issues a notice of disapproval, Purchaser shall, within 30 days, submit to EPA a list of supplemental proposed Project Coordinators and/or Supervising Contractors, as applicable, including a description of the qualifications of each. Purchaser may select any coordinator/contractor covered by an authorization to proceed and shall, within 21 days, notify EPA of Purchaser's selection.
- (c) EPA may disapprove the proposed Project Coordinator, the Supervising Contractor, or both, based on objective assessment criteria (*e.g.*, experience, capacity, technical expertise) or potential conflicts of interest regarding the project, or any combination of these factors.
- (d) Purchaser may change its Project Coordinator and/or Supervising Contractor, or both, by following the procedures of §§ 3.3(a) and 3.3(b).
- (e) RESERVED – Identification of Project Coordinator and Supervising Contractor

## **4. ENGINEERING DESIGN**

### **4.1 Engineering Design Work Plan (“EDWP”)**

Purchaser shall submit an EDWP for EPA review and approval. The EDWP shall describe Purchaser's approach to planning, management, scheduling, control, and implementation of the engineering design process. Design-related deliverables shall be prepared in draft and final form under the direction (responsible charge) of a PE. All draft and final designs and calculations shall be signed and stamped by a PE in conformance with State requirements. The EDWP shall include a draft dynamic “evergreen” project schedule in a Gantt chart format acceptable to EPA. The EDWP must include:

- (a) Plans and schedules for implementing all Engineering Design activities identified in this SOW, in the EDWP, or required by EPA to be conducted to develop the Engineering Design;

- (b) A description of the overall management strategy for performing the Engineering Design, including a proposal for phasing of design and construction, if applicable;
- (c) A description of the proposed general approach to contract management, construction, operation, maintenance, and monitoring of the Response Action as necessary to implement the Work;
- (d) A description of the responsibility and authority of all organizations and key personnel involved with the development of the Engineering Design, including a graphic organizational chart outlining lines of reporting and communication;
- (e) Descriptions of any areas or portions of the Work requiring clarification and/or anticipated problems (*e.g.*, data gaps);
- (f) Description, management, and scheduling of any completed, ongoing or proposed (1) pre-design investigations or (2) early-action or Site preparation activities proposed to occur before or concurrent with the engineering design process;
- (g) RESERVED - Description of any proposed treatability study;
- (h) Descriptions of any applicable permitting requirements, entitlements, and other regulatory requirements;
- (i) Description of plans for obtaining access in connection with the Work, such as property acquisition, property leases, and/or easements;
- (j) The following supporting deliverables described in ¶ 8.7 (Supporting Deliverables): Health and Safety Plan and Emergency Response Plan; and
- (k) Description of integration and coordination (“I&C”) activities, including summaries of prior or ongoing plans and documents that have been prepared as part of work planning, early action, or pre-design prior to development of engineering design activities under this SOW.

#### **4.2 Coordination**

Purchaser shall communicate regularly with EPA, at least monthly, to discuss design issues as necessary, as directed or determined by EPA.

#### **4.3 Pre-Design Investigation (“PDI”) & Early Action (“EA”) Activities**

The purpose of the PDI, if applicable, is to address data gaps by conducting additional field investigations. Similarly, EA activities include some site preparation or preliminary activities that may be performed prior to, or concurrent with, engineering design and construction of the Response Action, subject to EPA approval.

- (a) **PDI/Early Action Work Plan (“PDI/EAWP”).** Purchaser shall submit a brief and succinct PDI/EAWP for EPA approval. The PDI/EAWP must include:

- (1) An evaluation and summary of existing data and description of data gaps;
  - (2) A sampling plan including any media to be sampled, contaminants or parameters for which sampling will be conducted, location (areal extent and depths), and number of samples;
  - (3) Cross references to quality assurance/quality control (“QA/QC”) requirements set forth in the Quality Assurance Project Plan (“QAPP”) as described in ¶ 8.7(d); and
  - (4) Identification, sequencing, scheduling, and scope for all pre-design or early action activities to be conducted before or during the design process. Such activities should be clearly described in a PDI/EA Work Plan and detailed on a master project schedule in Gantt chart format acceptable to EPA. The PDI/EA work plan shall identify all early actions, related deliverables, and milestones. The PDI/EAWP shall describe and summarize status of predesign and early action tasks and activities that have been initiated prior to the Effective Date of this SOW.
- (b) Following the PDI, if applicable, Purchaser shall submit a PDI Evaluation Report for approval. This report must include:
- (1) Summary of the investigations performed;
  - (2) Summary of investigation results;
  - (3) Summary of validated data (*i.e.*, tables and graphics);
  - (4) Data validation reports and laboratory data reports;
  - (5) Narrative interpretation of data and results;
  - (6) Results of statistical and modeling analyses;
  - (7) Photographs documenting the work conducted; and
  - (8) Conclusions and recommendations for Engineering Design, including design parameters and criteria.
- (c) EPA may require Purchaser to supplement the PDI Evaluation Report and/or to perform additional pre-design studies.

**4.4 RESERVED - Treatability Study (“TS”)**

**4.5 RESERVED - Preliminary (30%) Engineering Design**

**4.6 RESERVED - Intermediate (60%) Engineering Design**

**4.7 Prefinal (95%) Engineering Design**

Purchaser shall submit the Prefinal (95%) Engineering Design for EPA's review and comment. The Prefinal Engineering Design will serve as the approved Final (100%) Engineering Design if EPA approves the Prefinal Engineering Design without comments. The Prefinal Engineering Design package shall include: a detailed narrative report with complete basis-for-design; design objectives and criteria; descriptions of all significant design analyses, calculations, modeling, and assumptions; procurement documents, specifications, and cost estimates as described in the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995); a preliminary DRO&M plan; and a preliminary monitoring plan, if applicable. The Prefinal Engineering Design shall also describe procedures for minimizing impacts as described in EPA's *Principles for Greener Cleanups* (August 2009). The Prefinal Engineering Design must include:

- (a) A complete set of construction drawings and specifications that are: (1) certified by a PE; (2) suitable for procurement; and (3) follow the Construction Specifications Institute's Master Format 2012;
- (b) A survey and engineering drawings showing existing Site features, such as elements, property borders, easements, and Site conditions;
- (c) Prefinal narrative report, basis-for-design, elements, and deliverables;
- (d) A specification for photographic documentation of the Response Action;
- (e) Prefinal cost estimate for construction consistent with standard industry practice and EPA guidance on cost estimating for Superfund sites; and
- (f) A preliminary cost estimate for annual monitoring and DRO&M costs prepared consistent with standard industry practice and EPA guidance on cost estimating procedures for Superfund sites.

#### **4.8 Final (100%) Engineering Design**

Purchaser shall submit the Final (100%) Engineering Design for EPA approval. The Final Engineering Design must address EPA's comments on the Prefinal Engineering Design and must include final versions of all Prefinal Engineering Design deliverables.

### **5. RESPONSE ACTION**

#### **5.1 Response Action Work Plan ("RAWP")**

The RAWP shall describe Purchaser's approach to planning, management, scheduling, implementation, and control of the Response Action process in a comprehensive manner. Engineering deliverables shall be prepared in draft and final form under the direction (responsible charge) of a PE. Purchaser shall submit a RAWP for EPA approval that includes:

- (a) A proposed Response Action Construction Schedule, submitted in a dynamic "evergreen" Gantt chart format acceptable to EPA;

- (b) An updated health and safety plan that covers activities during the Response Action;
- (c) Plans for satisfying permitting requirements, including obtaining permits for off-site activity and for satisfying substantive requirements of permits for on-site activity; and
- (d) Detailed narrative discussions, including figures, calculations, and tables, detailing Purchaser's approach to implementing the Work. The RAWP shall include descriptions of project organization, organizational chart, I&C, contracting approach and delivery strategy, quality assurance and quality control, work sequencing and scheduling, coordination with stakeholders, and all aspects of site control and management. The RAWP shall include updated protocols and standard operating procedures ("SOPs") for significant components of the Work, using appendices or cross-references to stand-alone plans as acceptable to EPA.

## 5.2 Independent Quality Assurance Team ("IQAT")

Purchaser shall notify EPA of Purchaser's designated IQAT. The IQAT must be independent of the Supervising Contractor. Purchaser may hire a third party for this purpose. Purchaser's notice must include the names, titles, contact information, and qualifications of the members of the IQAT. The IQAT will have the responsibility to determine whether the Work is of expected quality and conforms to applicable plans and specifications. The IQAT will have the responsibilities as described in ¶ 2.1.3 of the *Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties*, EPA/540/G-90/001 (Apr. 1990).

## 5.3 Meetings and Inspections

- (a) **Preconstruction Conference.** Purchaser shall hold a preconstruction conference with EPA and others as directed or approved by EPA and as described in the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995). Purchaser shall prepare minutes of the conference and shall distribute the minutes to all Parties.
- (b) **Periodic Communications.** During the construction portion of the Response Action (Response Action Construction), Purchaser shall communicate regularly (at least weekly) with EPA, and others as directed or determined by EPA, to discuss construction issues.
- (c) **Inspections**
  - (1) EPA or its representative will conduct periodic inspections and may maintain an on-site presence during the Work at EPA's discretion. At EPA's request, the Supervising Contractor or other designee shall accompany EPA or its representative during inspections.

- (2) On-Site Office Space. Purchaser shall provide access to temporary or “touch down” work space for EPA or EPA’s oversight representative(s) during field oversight activities.
- (3) Purchaser shall provide personal protective equipment (e.g., hard hats, safety glasses, and safety vests), if needed, for EPA personnel, authorized visitors, and any oversight officials to perform their oversight duties.
- (4) Upon notification by EPA of any deficiencies in the Response Action Construction, Purchaser shall take all necessary steps to correct the deficiencies and/or bring the Response Action Construction into compliance with the approved Final Engineering Design, any approved design changes, and/or the approved RAWP. If applicable, Purchaser shall comply with any schedule provided by EPA in its notice of deficiency.

#### 5.4 Permits

- (a) As provided in CERCLA § 121(e) and 40 C.F.R. § 300.400(e), no Federal, State or local permit is required for any portion of the Work conducted entirely on-site (*i.e.*, within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-site requires a Federal, State, or local permit or approval, Purchaser shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.
- (b) Purchaser may seek relief under the provisions of Section XIV (Force Majeure) of the Agreement for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval referenced in ¶ 5.4(a) and required for the Work, provided that it has submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals.
- (c) Nothing in the Agreement or this SOW constitutes a permit issued under any Federal or State statute or regulation.
- (d) Nothing in the Agreement or this SOW is intended to relieve Purchaser of requirements or obligations to obtain applicable permits or approvals from State or local land use, building plan, or economic development review entities.

#### 5.5 Emergency Response and Reporting

- (a) **Emergency Action.** If any event occurs during performance of the Work that causes or threatens to cause a release of Waste Material on, at, or from the Property and that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Purchaser shall:  
(1) immediately take all appropriate action to prevent, abate, or minimize such release or threat of release; (2) immediately notify the authorized EPA officer (as specified in ¶ 5.5(c)) orally; and (3) take such actions in consultation with the

authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plan, the Emergency Response Plan, and any other deliverable approved by EPA under this SOW.

- (b) **Release Reporting.** Upon the occurrence of any event during performance of the Work that Purchaser is required to report under CERCLA § 103 or Section 304 of the Emergency Planning and Community Right-to-know Act (“EPCRA”), Purchaser shall immediately notify the authorized EPA officer orally.
- (c) The “authorized EPA officer” for purposes of immediate oral notifications and consultations under ¶ 5.5(a) and ¶ 5.5(b) is the EPA Project Coordinator, the EPA Alternate Project Coordinator (if the EPA Project Coordinator is unavailable), or the EPA Emergency Response Unit, Region 9, (800) 300-2193 (if neither EPA Project Coordinator is available).
- (d) For any event covered by ¶ 5.5(a) and ¶ 5.5(b), Purchaser shall: (1) within 14 days after the onset of such event, submit a report to EPA describing the actions or events that occurred and the measures taken, and to be taken, in response thereto; and (2) within 30 days after the conclusion of such event, submit a report to EPA describing all actions taken in response to such event.
- (e) The reporting requirements under ¶ 5.5(b) are in addition to the reporting required by CERCLA § 103 or EPCRA § 304.

## 5.6 Off-Site Shipments

- (a) Purchaser may ship hazardous substances, pollutants, and contaminants from the Site to an off-Site facility only if it complies with CERCLA § 121(d)(3), and 40 C.F.R. § 300.440. Purchaser will be deemed to be in compliance with CERCLA § 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if Purchaser obtains a prior determination from EPA that the proposed receiving facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b).
- (b) Purchaser may ship Waste Material from the Site to an out-of-state waste management facility only if, prior to any shipment, it provides notice to the appropriate state environmental official in the receiving facility’s state and to the EPA Project Coordinator. This notice requirement will not apply to any off-Site shipments when the total quantity of all such shipments does not exceed 10 cubic yards. The notice must include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of Waste Material to be shipped; (3) the schedule for the shipment; and (4) the method of transportation. Purchaser also shall notify the state environmental official referenced above and the EPA Project Coordinator of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. Purchaser shall provide the notice after the award of the contract for Response Action construction and before the Waste Material is shipped.

- (c) Purchaser may ship Investigation Derived Waste (“IDW”) from the Site to an off-Site facility only if it complies with CERCLA § 121(d)(3), 40 C.F.R. § 300.440, *EPA’s Guide to Management of Investigation Derived Waste*, OSWER 9345.3-03FS (Jan. 1992), and any IDW-specific requirements contained in the Amended ROD. Wastes shipped off-Site to a laboratory for characterization, and RCRA hazardous wastes that meet the requirements for an exemption from RCRA under 40 C.F.R. § 261.4(e) shipped off-site for treatability studies, are not subject to 40 C.F.R. § 300.440.

## 5.7 Response Action Construction Completion

- (a) For purposes of this ¶ 5.7, “Response Action Construction” comprises, for any Response Action that involves the physical construction and operation of a system to achieve Performance Standards (for example, groundwater or surface water restoration remedies), the physical construction of such system and the performance of all activities necessary for the system to function properly and as designed.
- (b) **Inspection of Construction.** Purchaser shall schedule an inspection to review the construction and operation of the system and to review whether the system is functioning properly and as designed. The inspection must be attended by Purchaser and EPA and/or their representatives. A reinspection must be conducted if requested by EPA.
- (c) **Shakedown Period.** There shall be a shakedown period of up to one year for EPA to review whether the Response Action is functioning properly and performing as designed. Purchaser shall provide such information as EPA requests for such review, including work plans, testing procedures, and modifications necessary to complete shakedown and commissioning of all systems.
- (d) **Response Action Construction Completion Report.** Following the shakedown period, Purchaser shall submit a “Response Action Construction Completion Report” requesting EPA’s determination that Response Action Construction has been completed. The Response Action Construction Completion Report must include narrative, figures, tables, and drawings, CQA records, and photo documentation. Significant elements include: (1) statements by a PE and by Purchaser’s Project Coordinator that the physical construction of the system is complete and that the system is functioning properly and as designed; (2) a demonstration, and supporting documentation, that construction of the system is complete and that the system is functioning properly and as designed; (3) as-built engineering drawings signed and stamped by a PE; (4) consistency with applicable portions of Chapter 2 (Response Action Completion) of EPA’s *Close Out Procedures for NPL Sites* guidance (May 2011), as supplemented by *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017); and (5) certification in accordance with ¶ 8.5 (Certification).

- (e) If EPA determines that Response Action Construction is not complete, EPA shall so notify Purchaser. EPA's notice must include a description of the activities that Purchaser must perform to complete Response Action Construction. EPA's notice may include a schedule for completion of such activities or may require Purchaser to submit a proposed schedule for EPA approval. Purchaser shall perform all activities described in the EPA notice in accordance with the schedule.
- (f) If EPA determines, based on the initial or any subsequent Response Action Construction Completion Report, that the Response Action Construction is complete, EPA shall so notify Purchaser in writing.

## 5.8 Notice of Completion of Response Action

- (a) **Response Action Completion Inspection.** The Response Action is "Complete" for purposes of this ¶ 5.8 when it has been fully performed and the Performance Standards have been achieved. Purchaser shall schedule an inspection for the purpose of obtaining EPA's Notice of Completion of Response Action. The inspection must be attended by Purchaser and EPA and/or their representatives.
- (b) **Response Action Report/Monitoring Report.** Following the inspection under ¶ 5.8 (a), Purchaser shall submit a Response Action Report/Monitoring Report to EPA requesting EPA's Notice of Completion of Response Action. The report must: (1) include certifications by a PE and by Purchaser's Project Coordinator that the Response Action is complete; (2) include as-built drawings signed and stamped by a PE; (3) be prepared in accordance with Chapter 2 (Response Action Completion) of EPA's *Close Out Procedures for NPL Sites* guidance (May 2011), as supplemented by *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017); (4) contain monitoring data to demonstrate that Performance Standards have been achieved; and (5) be certified in accordance with ¶ 8.5 (Certification). Purchaser may propose to combine the Response Action Construction Completion Report and the Response Action Report/Monitoring Report subject to approval by EPA.
- (c) If EPA concludes that the Response Action is not Complete, EPA shall so notify Purchaser in writing. EPA's notice must include a description of any deficiencies. EPA's notice may include a schedule for addressing such deficiencies or may require Purchaser to submit a schedule for EPA approval. Purchaser shall perform all activities described in the notice in accordance with the schedule.
- (d) If EPA concludes, based on the initial or any subsequent Response Action Report/Monitoring Report requesting Notice of Completion of Response Action, that the Response Action is Complete, EPA shall so notify to Purchaser in writing. This notification will constitute the Notice of Completion of Response Action for purposes of the Agreement. Notice of Completion of Response Action will not affect Purchaser's remaining obligations under the Agreement.

## 5.9 Five-Year Reviews (FYR)

Purchaser shall provide cooperation and support to EPA in EPA's preparation of FYRs. FYRs present EPA's determination of whether the Selected Remedial Action is protective of human health and the environment in accordance with CERCLA § 121(c). Purchaser shall assist EPA with the following information collection and compilation activities as requested by EPA but is not required to perform new investigations as part of this task:

- (a) Cooperation and support to EPA and its designees in EPA's development of FYR documents;
- (b) Access and participation in site visits, inspections, and interviews related to FYRs; and
- (c) Provision of information and data related to FYRs as requested by EPA.

#### **5.10 RESERVED - Certification of Work Completion**

### **6. RESERVED - CONTINGENCY REMEDY**

### **7. REPORTING**

#### **7.1 Progress Reports**

Commencing with the Effective Date, Purchaser shall submit progress reports to EPA monthly during construction ("Monthly Progress Reports", or "MPRs") and the shakedown period, quarterly ("Quarterly Progress Reports", or "QPR"s) through the first five years of DRO&M, and semi-annually thereafter. The reports must cover all activities that took place during the prior reporting period, including, as appropriate:

- (a) The actions that have been taken toward achieving compliance with the Agreement;
- (b) A summary of all results of sampling, tests, and all other data received or generated by Purchaser;
- (c) A description of all deliverables that Purchaser submitted to EPA;
- (d) A description of all activities relating to Response Action Construction that are scheduled for the next month;
- (e) An updated Response Action Construction Schedule, together with information regarding percentage of completion, delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays;
- (f) A description of any modifications to the work plans or other schedules that Purchaser has proposed or that have been approved by EPA; and

- (g) A description of all activities undertaken in support of the CIP during the reporting period and those to be undertaken in the next month.

## **7.2 Notice of Progress Report Schedule Changes**

If the schedule for any significant or material activity described in the Progress Reports, including significant or material activities required to be described under ¶ 7.1(d), changes, Purchaser shall notify EPA of such change at least seven days before performance of the activity.

# **8. DELIVERABLES**

## **8.1 Applicability**

Purchaser shall submit deliverables for EPA approval or for EPA comment as specified in this SOW. Deliverables shall comply with applicable portions of guidance documents cited in this SOW as discussed in the following sections.

## **8.2 In Writing**

As provided in ¶ 31 of the Agreement, all deliverables under this SOW must be in writing unless otherwise specified.

## **8.3 General Requirements for Deliverables**

All deliverables must be submitted by the deadlines in the Engineering Design Schedule or Response Action Schedule, as applicable. Purchaser shall submit all deliverables to EPA in the electronic form specified by the EPA Project Coordinator. Technical specifications for sampling and monitoring data and spatial data are addressed in ¶ 8.4. If any deliverable includes maps, drawings, or other exhibits that are larger than 8.5" by 11", Purchaser shall also provide EPA with paper copies of such exhibits if requested by the EPA Project Coordinator.

## **8.4 Technical Specifications**

- (a) As applicable, sampling and monitoring data should be submitted in standard regional Electronic Data Deliverable ("EDD") format as requested by EPA. Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes.
- (b) Spatial data, including spatially-referenced data and geospatial data, should be submitted: (1) in the ESRI File Geodatabase format; and (2) as unprojected geographic coordinates in decimal degree format using North American Datum 1983 ("NAD83") or World Geodetic System 1984 (WGS84) as the datum. If applicable, submissions should include the collection method(s). Projected coordinates may optionally be included but must be documented. Spatial data should be accompanied by metadata, and such metadata should be compliant with the Federal Geographic Data Committee ("FGDC") Content Standard for Digital

Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor (“EME”), complies with these FGDC and EPA metadata requirements and is available at <https://edg.epa.gov/EME/>.

- (c) Each file must include an attribute name for each site unit or sub-unit submitted. Consult <https://www.epa.gov/geospatial/geospatial-policies-and-standards> for any further available guidance on attribute identification and naming.
- (d) Spatial data submitted by Purchaser does not, and is not intended to, define the boundaries of the Site.

## **8.5 Certification**

All deliverables that require compliance with this paragraph must be signed by the Purchaser’s Project Coordinator, or other responsible official of Purchaser, and must contain the following statement:

I certify under penalty of perjury that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

## **8.6 Approval of Deliverables**

### **(a) Initial Submissions**

- (1) After review of any deliverable that is required to be submitted for EPA approval under the Agreement or this SOW, EPA shall: (i) approve, in whole or in part, the submission; (ii) approve the submission upon specified conditions; (iii) disapprove, in whole or in part, the submission; or (iv) any combination of the foregoing.
- (2) EPA also may modify the initial submission to cure deficiencies in the submission if: (i) EPA determines that disapproving the submission and awaiting a resubmission would cause substantial disruption to the Work; or (ii) previous submission(s) have been disapproved due to material defects and the deficiencies in the initial submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

- (b) **Resubmissions.** Upon receipt of a notice of disapproval under ¶ 8.6(a)(1)(iii) (Initial Submissions), or if required by a notice of approval upon specified conditions under ¶ 8.6(a)(1)(ii), Purchaser shall, within 30 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the deliverable for approval. After review of the resubmitted deliverable, EPA may: (1) approve, in whole or in part, the resubmission; (2) approve the resubmission upon specified conditions; (3) modify the resubmission; (4) disapprove, in whole or in part, the resubmission, requiring Purchaser to correct the deficiencies; or (5) any combination of the foregoing.
- (c) **Implementation.** Upon approval, approval upon conditions, or modification by EPA under ¶ 8.6(a) (Initial Submissions) or ¶ 8.6(b) (Resubmissions), of any deliverable, or any portion thereof: (1) such deliverable, or portion thereof, will be incorporated into and enforceable under the Agreement; and (2) Purchaser shall take any action required by such deliverable, or portion thereof. The implementation of any non-deficient portion of a deliverable submitted or resubmitted under ¶ 8.6(a) or ¶ 8.6(b) does not relieve Purchaser of any liability for stipulated penalties under Section XV (Stipulated Penalties) of the Agreement.
- (d) If: (1) an initially submitted deliverable contains a material defect and the conditions are met for modifying the deliverable under ¶ 8.6(a)(2); or (2) a resubmitted deliverable contains a material defect; then the material defect constitutes a lack of compliance for purposes of this Paragraph.

## 8.7 Supporting Deliverables

Purchaser shall submit each of the following supporting deliverables for EPA approval, except as specifically provided. Purchaser shall develop the deliverables in accordance with all applicable regulations, guidances, and policies (see Section 11 (References)). Purchaser shall update each of these supporting deliverables as necessary or appropriate during the course of the Work, and/or as requested by EPA.

- (a) **Health and Safety Plan (“HASP”).** The HASP describes all activities to be performed on the Property to protect on-site personnel and area residents from physical, chemical, and all other hazards posed by the Work. Purchaser shall develop the HASP in accordance with EPA’s *Emergency Responder Health and Safety Manual* and Occupational Safety and Health Administration (“OSHA”) requirements under 29 C.F.R. §§ 1910 and 1926. The HASP should cover Engineering Design activities and should be, as appropriate, updated to cover activities during the Response Action and updated to cover activities after Response Action completion. EPA does not approve the HASP but will review it to ensure that all necessary elements are included and that the plan provides for the protection of human health and the environment.
- (b) **Emergency Response Plan (“ERP”).** The ERP must describe procedures to be used for the Property in the event of an accident or emergency at the Site (for example, power outages, water impoundment failure, treatment plant failure,

slope failure, fires, etc.). The ERP shall include a contingency plan to address potential wildfires, which may be exacerbated by wind events, high temperatures, and dry conditions. The ERP must include:

- (1) Name of the person or entity responsible for responding in the event of an emergency incident;
  - (2) Plan and date(s) for meeting(s) with the local community, including local, State, and federal agencies involved in the cleanup, as well as local emergency squads and hospitals;
  - (3) Spill Prevention, Control, and Countermeasures (“SPCC”) Plan (if applicable), consistent with the regulations under 40 C.F.R. part 112, describing measures to prevent, and contingency plans for, spills and discharges;
  - (4) Notification activities in accordance with ¶ 5.5(b) (Release Reporting) in the event of a release of hazardous substances on the Property requiring reporting under CERCLA § 103 or EPCRA § 304; and
  - (5) A description of all necessary actions to ensure compliance with ¶ 5.5 in the event of an occurrence during the performance of the Work that causes or threatens a release of Waste Material from the Property that constitutes an emergency or may present an immediate threat to public health or welfare or the environment.
- (c) **Field Sampling Plan (“FSP”).** Purchaser shall prepare FSPs to address all proposed sample collection activities. The FSP must be written so that a field sampling team unfamiliar with the project would be able to gather the samples and field information required. Purchaser shall develop the FSP in accordance with *Guidance for Conducting Remedial Investigations and Feasibility Studies*, EPA/540/G 89/004 (Oct. 1988).
- (d) **Quality Assurance Project Plan (“QAPP”).** The QAPP must include a detailed explanation of Purchaser’s quality assurance, quality control, and chain of custody procedures for all treatability, design, compliance, and monitoring samples. Purchaser shall develop the QAPP in accordance with EPA Directive CIO 2105.1 (Environmental Information Quality Policy, 2021), the most recent version of *Quality Management Systems for Environmental Information and Technology Programs – Requirements with Guidance for Use*, ASQ/ANSI E-4 (Feb. 2014), and *Guidance for Quality Assurance Project Plans*, EPA QA/G-5, EPA Office of Environmental Information (Dec. 2002). Purchaser shall collect, produce, and evaluate all environmental information at the Site in accordance with the approved QAPP.
- (e) **Property Monitoring Plan (“PMP”).** The purpose of the PMP is to obtain baseline information regarding: the extent of contamination in affected media at the Property, to the extent applicable ; to obtain information through short and

long term development related monitoring about the movement of and changes in contamination throughout the Property, before and during implementation of the Response Action to the extent applicable; to obtain information regarding contamination levels to determine whether Performance Standards are achieved; and to obtain information to determine whether to perform additional actions, including further Property monitoring. The PMP, which shall address both performance and compliance monitoring, must include:

- (1) Description of the environmental media to be monitored (e.g., soils, drainage and surface water, groundwater, ambient air, soil vapor, indoor air, and leachate);
- (2) Description of the data collection parameters, including existing and proposed monitoring devices and locations, schedule and frequency of monitoring, analytical parameters to be monitored, and analytical methods employed;
- (3) Description of how performance data will be analyzed, interpreted, and reported, and/or other Site-related requirements;
- (4) Description of verification sampling procedures;
- (5) Description of deliverables that will be generated in connection with monitoring, including sampling schedules, laboratory records, monitoring reports, and monthly and annual reports to EPA and State agencies;
- (6) Description of proposed additional monitoring and data collection actions (such as increases in frequency of monitoring, and/or installation of additional monitoring devices in the affected areas) in the event that results from monitoring devices indicate changed conditions.

(f) **CIP and Community Impact Mitigation Plan (“CIMP”).**

- (1) **CIP.** Within thirty (30) days of the Effective Date, Purchaser shall prepare a CIP to address Purchaser’s proposed community involvement activities in a clear and concise manner. The CIP must include at least the following: general description of the Property and Site; description of proposed work activities; community demographics with emphasis on the nearby population and affected publics within a quarter (1/4) mile of the Site; key interests, issues, and concerns potentially relevant to the community; communication tools and media for providing information about the Work and seeking community input; and a schedule for significant outreach activities. The CIP should identify and describe specific stakeholder audiences and communication strategies.
- (2) **CIMP.** The CIMP concisely describes all activities to be performed: (1) to reduce and manage the impacts from implementation of the Work (e.g., air emissions, traffic, noise, odor, dust, temporary or permanent relocation) to

residential areas, schools, playgrounds, healthcare facilities, or recreational or impacted public areas (“Community Areas”) from and during the Response Action; (2) to conduct monitoring in Community Areas of impacts from Response Action; (3) to expeditiously communicate validated Response Action monitoring data; (4) to make adjustments during implementation of the Work in order to further reduce and manage impacts from implementation of the Work to affected Community Areas; and (5) to expeditiously restore any community resources damaged during construction such as roads and culverts.

- (g) **Construction Quality Assurance Plan (“CQA Plan”, or “CQAP”) and Construction Quality Control Plan (“CQCP”).** The purpose of the CQAP is to describe planned and systemic activities that provide confidence that the Response Action construction will satisfy all plans, specifications, and related requirements, including quality objectives. The CQAP/CQCP shall be prepared in draft and final form under the direction (responsible charge) of a PE. All final designs, engineering, and calculations shall be signed and stamped by a PE in conformance with California state requirements. The purpose of the CQCP is to describe the activities to verify that Response Action construction has satisfied all plans, specifications, and related requirements, including quality objectives. The CQAP/CQCP shall include performance of construction quality control activities by a qualified independent third party CQA firm that is acceptable to EPA. The CQAP/CQCP must:

- (1) Identify, and describe the responsibilities of, the organizations and personnel implementing the CQAP/CQCP;
- (2) Describe the Performance Standards required to be met to achieve Completion of the Response Action;
- (3) Describe the activities to be performed: (i) to provide confidence that Performance Standards will be met; and (ii) to determine whether Performance Standards have been met;
- (4) Describe verification activities, such as inspections, sampling, testing, monitoring, and production controls, under the CQAP/CQCP;
- (5) Describe industry standards and technical specifications used in implementing the CQAP/CQCP;
- (6) Describe procedures for tracking construction deficiencies from identification through corrective action;
- (7) Describe procedures for documenting all CQAP/CQCP activities; and
- (8) Describe procedures for retention of documents and for final storage of documents.

- (h) **RESERVED - Transportation and Off-Site Disposal Plan (“TODP”).**
- (i) **Development-Related Operations and Maintenance (“DRO&M”) Plan.** The DRO&M Plan describes Purchaser’s activities for inspecting, operating, and maintaining the Response Action in a manner that, except as approved by EPA, will not impair or alter the Remedy, and that will require that any portion of the RCRA D-Equivalent Cover that Purchaser replaces shall meet Performance Standards for this Cover and shall be approved in writing by EPA. DRO&M Response Action elements that are expected to be addressed for the Property in the DRO&M Plan include, but are not limited to:
- (1) Property access, control, security, and surficial protection of exposed Remedy systems and features (such as fencing, barriers, bollards, lighting, cameras, alarms, and/or signage);
  - (2) VIMS for applicable structures;
  - (3) Landscaping, housekeeping (accumulated exterior trash, debris, waste), and hardscape maintenance;
  - (4) Surface water management, drainage, and low impact development systems, including subterranean detention basins and modular wetlands); and
  - (5) Replacement or repair of any Remedy systems or features damaged as a result of Purchaser’s current or ongoing redevelopment activities or operations.

Purchaser shall develop the DRO&M Plan in accordance, as applicable, with *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017). The DRO&M Plan shall describe the approach, organizational structure, processes, and schedules for developing DRO&M procedures and documents (e.g., DRO&M manuals) for all significant components and systems of the Response Action.

The DRO&M Plan must include the following additional requirements:

- (6) Description of Performance Standards required to be met to implement the Work consistent with the Amended ROD;
- (7) Description of activities to be performed: (i) to provide confidence that Performance Standards will be met; and (ii) to determine whether Performance Standards have been met;
- (8) Description of records and reports that will be generated during DRO&M, such as daily operating logs, laboratory records, records of operating costs, reports regarding emergencies, personnel and maintenance records,

monitoring reports, and regular progress reports to EPA and State agencies;

- (9) Description of corrective action in case of systems failure, including:
    - (i) alternative procedures to prevent the release or threatened release of Waste Material which may endanger public health and the environment or may cause a failure to achieve Performance Standards; (ii) analysis of vulnerability and additional resource requirements should a failure occur; (iii) notification and reporting requirements should DRO&M systems fail or be in danger of imminent failure; and (iv) community notification requirements;
  - (10) Description of corrective action to be implemented in the event that Performance Standards are not achieved; and a schedule for implementing these corrective actions; and
  - (11) Descriptions of key components and systems related to the Response Action; identification and description of inspections and DRO&M tasks and activities; organizational structure and organizational chart for performing DRO&M; plans and schedules for developing detailed DRO&M procedures (standard operating procedures, or SOPs); and sequencing and schedule of O&M tasks.
- (j) **DRO&M Manuals.** Purchaser shall prepare detailed DRO&M manuals covering environmental systems and components related to the Work. The DRO&M Manuals serve as guides to the purpose and function of the equipment and systems that make up the Response Action. The DRO&M Manuals shall provide detailed methodologies and SOPs, including task scheduling and frequencies, for all major environmental systems. Purchaser shall develop the DRO&M Manuals in accordance, as applicable, with *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017).

## 9. SCHEDULES

### 9.1 Applicability and General Provisions

All deliverables and tasks required under this SOW must be submitted or completed by the deadlines or within the time durations presented in an EPA-approved Project Schedule. Purchaser shall submit a proposed Project Schedule for EPA review and approval. Purchaser also shall submit regular updates to the Project Schedule, that include revisions and project status, as described below. Subject to EPA approval, revised or updated schedules will supersede any previously approved Project Schedules. Specific provisions are described below.

### 9.2 Base Project Schedule

Within thirty days (30) after the Effective Date of the Agreement, Purchaser shall submit an initial dynamic “evergreen” Project Schedule (“Base Project Schedule”) for EPA

review and approval that uses standard project management scheduling software and a Gantt chart format acceptable to EPA. The Base Project Schedule must include at least the following information, except for Excluded Work that has been approved by EPA:

- (a) Tasks, activities, and milestones associated with the Work;
- (b) All deliverables described in the SOW;
- (c) Inspections, reports, and certifications described in the SOW;
- (d) Dates, durations, and predecessor relationships for each task or milestone; and
- (e) Progress (%-complete) towards completion for each task or milestone.

### **9.3 EPA Review of Base Project Schedule**

EPA will review the Base Project Schedule submitted by Purchaser. EPA may at its discretion provide comments, requests for additional information, or revisions to the schedule. New construction shall not commence without EPA approval of the Base Project Schedule.

### **9.4 Regular Updates to Project Schedule**

Purchaser shall submit regular “evergreen” updates to the Project Schedule as part of regular progress reporting, i.e., monthly during construction and the shakedown period, quarterly through the first five years of DRO&M, semi-annually thereafter, and other times as necessary to present revisions to the schedule for long-term obligations, such as DRO&M activities and implementation of ICs. Successive updated Project Schedules shall present updated information for progress (%-complete), tasks, activities, milestones, and deliverables described above in order to maintain its approved status. EPA will review updates to the Project Schedule submitted by Purchaser. EPA may at its discretion provide comments, requests for additional information, or revisions to the schedule. EPA reserves the right to disapprove updates to the Project Schedule. If EPA disapproves updates to the Project Schedule, Purchaser shall revise the schedule and resubmit within ten (10) days for EPA re-approval without a mandatory stoppage of Work. EPA’s disapproval of an updated Project Schedule will not necessitate a temporary Work stoppage if Purchaser coordinates with EPA and resolves EPA’s concerns within a timeframe acceptable to EPA.

## **10. STATE PARTICIPATION**

### **10.1 Coordination with the State of California**

EPA is the lead oversight agency for the Site, and DTSC is the State Support Agency designated under the AROD. EPA will coordinate with DTSC throughout the planning, design, and implementation of this Response Action.

As requested by EPA, Purchaser shall coordinate with DTSC, and other stakeholders and provide copies of deliverables and information about the project to ensure that the Work conforms to applicable requirements.

## **10.2 Copies**

Purchaser shall, at any time they send a deliverable to EPA, send a copy of such deliverable to the State. EPA shall, at any time it sends a notice, authorization, approval, disapproval, or certification to Purchaser, send a copy of such document to the State.

## **10.3 Review and Comment**

The State will have a reasonable opportunity for review and comment prior to:

- (a) Any EPA notice to proceed under ¶ 3.3 (Procedures for Disapproval/Notice to Proceed);
- (b) Any EPA approval or disapproval under ¶ 8.6 (Approval of Deliverables) of any deliverables that are required to be submitted for EPA approval; and
- (c) Any approval or disapproval of the Construction Phase under ¶ 5.7 (Response Action Construction Completion), any disapproval of, or Certification of Response Action Completion under ¶ 5.8 (Certification of Response Action Completion), and any disapproval of, or Certification of Work Completion under ¶ 5.10 (Certification of Work Completion).

# **11. REFERENCES**

## **11.1 List of References**

The following regulations and guidance documents, among others, may apply to the Work or may provide assistance in preparing deliverables. Any item for which a specific URL is not provided below is available on one of the three EPA web pages listed in ¶ 11.2:

- (a) A Compendium of Superfund Field Operations Methods, OSWER 9355.0-14, EPA/540/P-87/001a (Aug. 1987).
- (b) CERCLA Compliance with Other Laws Manual, Part I: Interim Final, OSWER 9234.1-01, EPA/540/G-89/006 (Aug. 1988).
- (c) Guidance for Conducting Remedial Investigations and Feasibility Studies, OSWER 9355.3-01, EPA/540/G-89/004 (Oct. 1988).
- (d) CERCLA Compliance with Other Laws Manual, Part II, OSWER 9234.1-02, EPA/540/G-89/009 (Aug. 1989).

- (e) Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties, OSWER 9355.5-01, EPA/540/G90/001 (Apr.1990).
- (f) Guidance on Expediting Remedial Design and Remedial Actions, OSWER 9355.5-02, EPA/540/G-90/006 (Aug. 1990).
- (g) Guide to Management of Investigation-Derived Wastes, OSWER 9345.3-03FS (Jan. 1992).
- (h) Permits and Permit Equivalency Processes for CERCLA On-Site Response Actions, OSWER 9355.7-03 (Feb. 1992).
- (i) Guidance for Conducting Treatability Studies under CERCLA, OSWER 9380.3-10, EPA/540/R-92/071A (Nov. 1992).
- (j) National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, 40 C.F.R. part 300 (Oct. 1994).
- (k) Guidance for Scoping the Remedial Design, OSWER 9355.0-43, EPA/540/R-95/025 (Mar. 1995).
- (l) Remedial Design/Remedial Action Handbook, OSWER 9355.0-04B, EPA/540/R-95/059 (June 1995).
- (m) EPA Guidance for Data Quality Assessment, Practical Methods for Data Analysis, QA/G-9, EPA/600/R-96/084 (July 2000).
- (n) Comprehensive Five-year Review Guidance, OSWER 9355.7-03B-P, EPA/540-R-01-007 (June 2001).
- (o) Guidance for Quality Assurance Project Plans, EPA QA/G-5, EPA Office of Environmental Information (Dec. 2002) <https://www.epa.gov/quality/guidance-quality-assurance-project-plans-epa-qag-5>.
- (p) Institutional Controls: Third-Party Beneficiary Rights in Proprietary Controls, OECA (Apr. 2004).
- (q) EPA Guidance on Systematic Planning Using the Data Quality Objectives Process, QA/G-4, EPA/240/B-06/001 (Feb. 2006).
- (r) EPA Requirements for Quality Management Plans, QA/R-2, EPA/240/B-01/002 (Mar. 2001, reissued May 2006).
- (s) EPA National Geospatial Data Policy, CIO Policy Transmittal 05-002 (Aug. 2005), <https://www.epa.gov/geospatial/epa-national-geospatial-data-policy>.

- (t) Summary of Key Existing EPA CERCLA Policies for Groundwater Restoration, OSWER 9283.1-33 (June 2009).
- (u) Principles for Greener Cleanups (Aug. 2009), <https://www.epa.gov/greenercleanups/epa-principles-greener-cleanups>.
- (v) RESERVED.
- (w) Close Out Procedures for National Priorities List Sites, OSWER 9320.2-22 (May 2011).
- (x) Groundwater Road Map: Recommended Process for Restoring Contaminated Groundwater at Superfund Sites, OSWER 9283.1-34 (July 2011).
- (y) Recommended Evaluation of Institutional Controls: Supplement to the “Comprehensive Five-Year Review Guidance,” OSWER 9355.7-18 (Sep. 2011).
- (z) Plan EJ 2014: Legal Tools, EPA Office of General Counsel (Dec. 2011), <https://www.epa.gov/environmentaljustice/plan-ej-2014-legal-tools>.
- (aa) Construction Specifications Institute’s Master Format available from the Construction Specifications Institute, <http://www.csinet.org/masterformat>.
- (bb) Updated Superfund Response and Settlement Approach for Sites Using the Superfund Alternative Approach, OSWER 9200.2-125 (Sep. 2012)
- (cc) Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012), <https://semspub.epa.gov/work/HQ/175446.pdf>.
- (dd) Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012), <https://semspub.epa.gov/work/HQ/175449.pdf>.
- (ee) EPA’s Emergency Responder Health and Safety Manual, OSWER 9285.3-12 (July 2005 and updates), <https://www.epaosc.org/HealthSafetyManual/manual-index.htm>.
- (ff) Broader Application of Remedial Design and Remedial Action Pilot Project Lessons Learned, OSWER 9200.2-129 (Feb. 2013).
- (gg) Guidance for Evaluating Completion of Groundwater Restoration Remedial Actions, OSWER 9355.0-129 (Nov. 2013).
- (hh) Groundwater Remedy Completion Strategy: Moving Forward with the End in Mind, OSWER 9200.2-144 (May 2014).

- (ii) Quality Management Systems for Environmental Information and Technology Programs -- Requirements with Guidance for Use, ASQ/ANSI E-4 (February 2014), available at <https://webstore.ansi.org/>.
- (jj) Guidance for Management of Superfund Remedies in Post Construction, OLEM 9200.3-105 (Feb. 2017), <https://www.epa.gov/superfund/superfund-post-construction-completion>.
- (kk) Advanced Monitoring Technologies and Approaches to Support Long-Term Stewardship (July 20, 2018), <https://www.epa.gov/enforcement/use-advanced-monitoring-technologies-and-approaches-support-long-term-stewardship>.
- (ll) Superfund Community Involvement Handbook, OLEM 9230.0-51 (March 2020). More information on Superfund community involvement is available on the Agency's Superfund Community Involvement Tools and Resources web page at <https://www.epa.gov/superfund/superfund-community-involvement-tools-and-resources>.
- (mm) EPA directive CIO 2105.1 (Environmental Information Quality Policy, 2021), [https://www.epa.gov/sites/production/files/2021-04/documents/environmental\\_information\\_quality\\_policy.pdf](https://www.epa.gov/sites/production/files/2021-04/documents/environmental_information_quality_policy.pdf).

#### **Key Site-Specific References**

- (nn) Adopted Specific Plan for the Development of the Waste Disposal, Inc. Site, City of Santa Fe Springs, California, Department of Planning and Development, May 13, 2004.
- (oo) Amended Record of Decision, USEPA, Region 9, June 2002.
- (pp) Final Combined Construction As-Built, Construction Completion, and Remedial Action Completion Report and Final, Vols. 1 and 2, Waste Disposal, Inc. Superfund Site, Santa Fe Springs, California, Waste Disposal Inc. Group, July 2006.

**11.2** A more complete list may be found on the following EPA web pages:

- (a) Laws, Policy, and Guidance at: <https://www.epa.gov/superfund/superfund-policy-guidance-and-laws>;
- (b) Search Superfund Documents at: <https://www.epa.gov/superfund/search-superfund-documents>; and
- (c) Test Methods Collections at: <https://www.epa.gov/measurements/collection-methods>.

**11.3** For any regulation or guidance referenced in the Agreement or SOW, the reference will be read to include any subsequent modification, amendment, or replacement of such

regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after Purchaser receives notification from EPA of the modification, amendment, or replacement.

APPENDIX 5 TO ADMINISTRATIVE SETTLEMENT AGREEMENT FOR RESPONSE  
ACTION AND PAYMENT OF RESPONSE COSTS BY BONA FIDE PROSPECTIVE  
PURCHASER BETWEEN EPA AND GREENLEAF

[Adopted Specific Plan]

**ADOPTED SPECIFIC PLAN  
FOR THE DEVELOPMENT OF  
THE WASTE DISPOSAL, INC. SITE  
CITY OF SANTA FE SPRINGS, CALIFORNIA**

---

Department of Planning & Development  
11710 Telegraph Road  
Santa Fe Springs, California 90670  
Tel: (562) 868-0511

**Prepared By:**



A.C. Lazzaretto & Associates  
P.O. Box 3073  
Burbank, California 91504  
Tel: (818) 569-4526  
Email: andy@aclazz.com  
Project Manager: Andrew C. Lazzaretto

Approved by the City Council  
May 13, 2004

**City Council**

Gustavo R. Velasco, Mayor  
Betty Putnam, Mayor Pro-Tempore  
Louie Gonzalez  
Ronald S. Kernes  
Joseph D. Serrano, Jr.

**City Staff**

Fredrick W. Latham, City Manager  
Robert G. Orpin Director of Planning & Development  
Paul Ashworth, Director of Housing and Community Preservation  
Neal Welland, Fire Chief

**Key Project Participants**

Environmental Protection Agency, Region IX  
State Department of Toxic Substances Control  
Dave Klunk, Former Director of Environmental Services  
Waste Disposal, Inc. Site Citizens Participation Committee  
Osborn Architects  
KPF Consulting Engineers  
Mia Lehrer + Associates  
Waste Disposal Inc. Group  
Project Navigator

**TABLE OF CONTENTS**

**1 INTRODUCTION..... 4**

1.1 STATEMENT OF PURPOSE ..... 4

1.2 LOCATION OF PROJECT ..... 5

1.3 OBJECTIVES OF THE PLAN ..... 5

1.4 STATUS OF THE SPECIFIC PLAN ..... 6

1.5 DEVELOPMENTAL OVERSIGHT FOR WDI ..... 6

1.6 SUMMARY OF PREPARATION PROCESS ..... 6

**2 BACKGROUND AND SETTING..... 7**

2.1 STATUTORY AUTHORITY ..... 7

2.2 HISTORICAL CONTEXT ..... 7

2.3 EXISTING LAND USES ..... 8

2.4 PROJECT AREA DESIGNATION ..... 8

2.5 SITE REMEDIATION ..... 9

2.6 ENVIRONMENTAL RESTRICTION COVENANTS ..... 9

**3 LAND USE REGULATIONS..... 10**

3.1 STATEMENT OF OBJECTIVES AND POLICIES..... 10

3.2 PROPOSED LAND USES..... 10

3.3 DEVELOPMENT STANDARDS ..... 13

3.3.1 Development on the Dial ..... 13

3.3.2 Minimum Lot Site..... 14

3.3.3 Building Setbacks ..... 14

3.3.4 Building Height..... 14

3.3.5 Building Mass..... 14

3.3.6 Line of Sight ..... 15

3.3.7 Site Access & Circulation..... 15

3.3.8 Parking ..... 16

3.3.9 Perimeter Landscaping ..... 16

3.3.10 Landscaping ..... 18

3.4 METHANE ISSUES..... 19

3.5 EXCAVATION & GRADING ..... 19

3.6 SITE DRAINAGE ..... 20

3.7 RECYCLING ..... 21

3.8 FIRE SAFETY ..... 21

3.9 PUBLIC UTILITIES ..... 22

3.10 SOIL SCREENING & MITIGATION..... 22

3.11 OTHER ISSUES..... 22

**4 IMPLEMENTATION PROGRAM FOR THE SPECIFIC PLAN..... 22**

4.1 PHASING PLAN..... 22

4.2 DEVELOPMENT ENTITLEMENTS ..... 23

4.3 CEQA COMPLIANCE..... 25

4.4	ENVIRONMENTAL COMPLIANCE.....	25
4.5	HAZARDOUS MATERIALS.....	25
5	SPECIFIC PLAN AMENDMENT PROCEDURES .....	25
6	APPENDIX A - SELECTED STATUTES.....	27
7	APPENDIX B - LEGAL DESCRIPTION OF THE SPECIFIC PLAN AREA .....	28
8	APPENDIX C - COPY OF ADOPTING RESOLUTION.....	33
9	APPENDIX D – LOCATION OF THE DIAL .....	34
10	APPENDIX E – SAMPLE SITE DESIGNS.....	35
11	APPENDIX F – ORDINANCE 915 STORMWATER MITIGATION REQUIREMENTS.....	36
12	APPENDIX G – ORDINANCE 914 RECYCLING REQUIREMENTS .....	37
13	APPENDIX H – SAMPLE ENVIRONMENTAL RESTRICTION COVENANT.....	38
14	APPENDIX I – SOIL SCREENING GUIDELINES & SITE MITIGATION PROCEDURES FOR INDUSTRIAL SITES .....	45

**SPECIFIC PLAN  
FOR THE DEVELOPMENT OF  
THE WASTE DISPOSAL, INC. SITE  
CITY OF SANTA FE SPRINGS, CALIFORNIA**

---

## 1 Introduction

### 1.1 Statement of Purpose

This Specific Plan is being prepared to guide the redevelopment of a federally designated Superfund site known generally as the Waste Disposal, Inc. Site (“the Site”, or “the WDI Site”). The primary need for the Specific Plan is to ensure that the remedy selected by the Environmental Protection Agency (“EPA”) for the Site remains protective of human health and the environment and the building and design standards of the City of Santa Fe Springs are met if development occurs on the Site. The implementation of this Specific Plan will lead to the redevelopment and reuse of the Site, assure environmental safety on the project site, improve the visual atmosphere and function of the immediate area, and ensure that any future development will ultimately enhance the community of Santa Fe Springs and the surrounding area.

Any developer of the Site, whether a current or future property owner, must ensure that the development and related plans conform to the land and water use restrictions found in any recorded Environmental Restriction Covenants (ERCs) recorded at the Site, pursuant to EPA’s Amended Record of Decision (ROD). The ERCs implement the institutional controls selected in the Amended ROD and are or will be recorded with the County of Los Angeles. The ERCs “run with the land” for individual land parcels on the Site, once they are recorded. In addition, developers are required to adhere to the requirements of this Specific Plan. In the event that there is a conflict between this Specific Plan or the City’s development standards and the remedial measures established by the EPA, the EPA requirements shall take precedence.

Figure 1 – Santa Fe Springs Regional Map



Figure 2 – Local Area Map



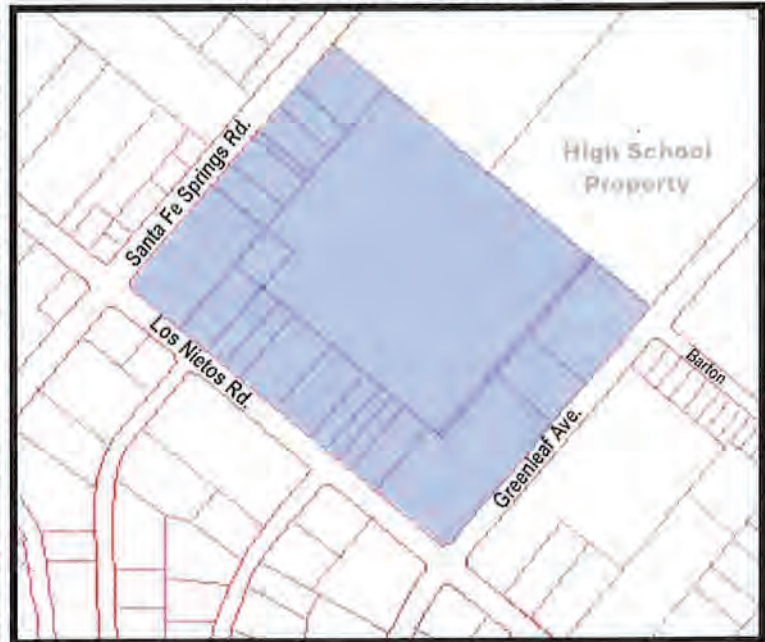
## 1.2 Location of Project

The WDI Site is located in the City of Santa Fe Springs, Los Angeles County, California. The City is located approximately 13 miles southeast of downtown Los Angeles with neighboring cities of Whittier, La Mirada, Cerritos, Norwalk, Downey, and Pico Rivera (see Figure 1, where the project location is identified by the star in the center of the map).

The WDI Site is generally described as those properties north of Los Nietos Road, east of Santa Fe Springs Road, west of Greenleaf Avenue, and south of the prolongation of Barton Street (see Figures 2 & 3, where the project location and area is identified by the blue square). The total acreage of the WDI Site is approximately 38 acres encompassing 22 separate parcels. A legal description of the parcels included in the Specific Plan is attached as Appendix B. Within the project Site there are over 36 independent, viable businesses that employ dozens of people. In addition, many other persons regularly visit the Site on business.

For the purposes of this document, Santa Fe Springs Road shall be considered the western boundary of the Site, Los Nietos Road shall be known as the southern boundary, Greenleaf Avenue shall be considered the eastern boundary, and the boundary running along the southern boundary of the high school, parallel to the apparent prolongation of Barton Street shall be designated the northern boundary of the Site.

Figure 3 – Specific Plan Area



## 1.3 Objectives of the Plan

It is the intention of the City to encourage future redevelopment of the WDI Site that does not interfere with or compromise the remedy implemented under the Amended Record of Decision. As such, the cleanup remedy established by the EPA must be implemented during or prior to development of the Site, whether that development takes place all at once or in distinct phases, as provided in this Plan. The City also wishes to encourage developments at the WDI Site that are viable in both the short- and long-term and which help eliminate non-conforming buildings and improvements. To the extent possible, the City also hopes this Plan will enable property owners to blend existing buildings into the long-term redevelopment goals. The City intends to avoid policies that compromise the feasibility of a project by enacting regulations without justification. Finally, the City wishes to ensure that any eventual development of the WDI Site does not adversely impact adjoining or nearby properties. Building setbacks, landscaping, circulation, and parking on the Site should be constructed in such a manner as to remove or minimize any negative outcomes to the surrounding area.

The City also wishes to meld the efforts of the EPA, the potentially responsible parties, and the Community Development Commission to ensure that the remediation does not result in the creation of an unsightly, blemished mass of vacant land.

Furthermore, the City intends to ensure, to the extent possible, that redevelopers will be required to undertake mitigation if EPA determines that redevelopment could hinder or adversely impact the remedial systems on Site.

In summary, the City wishes to provide a clear policy document in order to expedite the redevelopment process and will further this goal by providing for timely approvals for development proposals that adhere to the tenets of this Plan. The overall goal of this document is to provide a framework for future developers to follow that enables them to obtain development approvals without encountering unnecessary jurisdictional obstacles and delays. It is not the goal of the City to undertake a wholesale displacement of the existing tenants or property owners. It is the desire of the City to work with the property owners at the Site to bring about the goals of this Plan.

#### **1.4 Status of the Specific Plan**

This Specific Plan is intended to serve as an established policy statement by the City of Santa Fe Springs for development of the WDI Site. As such, any development proposals for the WDI Site are expected to adhere to the adopted Specific Plan; however, the City Council has the discretion to override any controls established in this Specific Plan to better serve the goals and policies of the City's General Plan. Where the Specific Plan provides additional controls not discussed in the General Plan, those controls should be met by the project proponent. In all other areas, the City's General Plan and Zoning Ordinance shall be strictly adhered to. Any development at the WDI Site, whether proposed by a current or future property owner, will be reviewed by the Planning Commission and the Community Development Commission through duly noticed public hearings in order to verify that the proposed development is consistent with the requirements of this Specific Plan, the General Plan, the Zoning Ordinance, and the Consolidated Redevelopment Plan. Through the public hearings conducted by these bodies, the public will have opportunities to review and comment on any proposed development at the WDI Site.

While this Specific Plan attempts to identify the various components of the Amended Record of Decision (Amended ROD) that might affect future redevelopment of the Site, developers and interested parties are encouraged to review the Administrative Record for the WDI Site in order to view the detailed information contained therein.

#### **1.5 Developmental Oversight for WDI**

Development at the WDI Site can only proceed if the performance standards, environmental statutes, and regulations imposed by Federal and State agencies are adhered to in addition to the requirements of this Specific Plan. As such, it will be essential for prospective Site developer(s) to coordinate all efforts with these oversight agencies as well as with the City of Santa Fe Springs to ensure that all regulations are understood and met through the proposed development.

A copy of the Administrative Record for the WDI Site is available for review in the Santa Fe Springs Library. Many of these documents contain information that would be pertinent to redevelopment of the WDI Site, including summaries of the site investigations, monitoring reports, the Supplemental Feasibility Study, the Amended ROD, remedial design documents, and work plans. The EPA adds new documents to the Administrative Record as they become available. Any such supplemental documents will be available for review at the City Library.

#### **1.6 Summary of Preparation Process**

This Specific Plan has been prepared by the City of Santa Fe Springs, Department of Planning and Development, with the guidance and assistance of the Citizens Participation Committee – a group of

interested property owners, business owners, adjacent property owners, and neighboring residents – and has been reviewed by the Environmental Protection Agency, the State Department of Toxic Substances Control, and the Waste Disposal, Inc. Group prior to formal circulation. All site plans that are included in this document have been prepared by the team of Osborn Architects, Mia Lehrer + Associates, and KPFF Consulting Engineers and were generated through multiple meetings and discussions with the project stakeholders and interested parties, including the Citizens Participation Committee. Prior to adoption, this Specific Plan was circulated to appropriate State and local agencies, and the public generally for review and comment and appropriate environmental documents have been created, circulated, and adopted in conjunction with this Plan.

## **2 Background and Setting**

### **2.1 Statutory Authority**

This Specific Plan has been prepared in accordance with Section 65451 of the California Government Code, which mandates that a Specific Plan be structured as follows:

- (a) A specific plan shall include a text and a diagram or diagrams which specify all of the following in detail:
  - (1) The distribution, location, and extent of the uses of land, including open space, within the area covered by the plan.
  - (2) The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.
  - (3) Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
  - (4) A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out paragraphs (1), (2), and (3).
- (b) The specific plan shall include a statement of the relationship of the specific plan to the general plan.

The pertinent code sections for this Specific Plan document are included in Appendix A at the rear of this document.

### **2.2 Historical Context**

At its center, the WDI Site contains a buried 42 million-gallon reservoir constructed for the storage of crude oil (petroleum), commonly referred to as the “Dial”. The bottom of the earthen, concrete-lined reservoir was built several feet below the original ground surface, and was approximately 600 feet in diameter. The reservoir was decommissioned as a storage vessel in the early 1940's, and by the late-1940's the reservoir and surrounding areas were being used for the disposal of a variety of liquid and solid wastes; this disposal continued until the mid-1960's. Wastes disposed at the Site include petroleum chemicals, solvents, sludges, construction debris, drilling mud, and similar waste materials. During the late-1960's, the reservoir and portions of the Site were covered with soil. The Site was added to the Environmental Protection Agency's National Priorities List – i.e., designated as a “Superfund” site in 1987.

The WDI Site lies adjacent to an historic oil field that is transitioning into a prime industrial area. The California Division of Oil and Gas records reveal that there are no known abandon oil wells within the

boundaries of the Site. Throughout the community, the City has had great success in converting “Brownfield”<sup>1</sup> sites into higher more productive land uses; it is the City’s goal to experience this same success at the WDI Site.

Since 1987, the EPA has worked with the Potentially Responsible Parties in order to identify and implement a cleanup strategy for the WDI Site. That effort has resulted in the development of the Amended Record of Decision (ROD), which identifies the specific components of the remediation strategy and outlines the specific controls and oversight measures that will be in place to protect persons who use the property in the future.

In 2000, the City received a grant from the EPA. The purpose of the Superfund Redevelopment Initiative (SRI) grant is to assist the City in undertaking a planning process that will evaluate opportunities and alternatives for beneficial reuse of the WDI Site, including industrial redevelopment, that are compatible with the EPA’s selected remedy for the Site. This Specific Plan document is one of the key products of that effort, which has also included public outreach efforts and coordination with State, Federal, and local public agencies. Through multiple meetings with the Citizens Participation Committee – a group of interested stakeholders, including business owners, property owners, adjacent property owners, and neighboring residents – as well as ongoing meetings with the Potentially Responsible Parties (identified as the WDIG), the EPA, and other oversight agencies, the City has attempted to develop a planning document designed to meet the diverse goals and objectives of all interested persons and groups.

## **2.3 Existing Land Uses**

Under the City’s General Plan, the WDI Site is wholly designated as “Industrial” land use. Industrial areas generally surround the Site to the northwest, west, and south, residential areas exist to the east (primarily outside City boundaries), and a high school (designated in the General Plan as Open Space) borders the site along the northeastern corner.

The City’s Zoning Ordinance, Chapter 155 of the City’s Municipal Code, identifies the entire WDI Site as being in the M-2, Heavy Manufacturing Zone. Controls for this zone are established in Sections 155.240 through 155.269. Such zoning designation and controls shall continue under this Specific Plan unless specifically identified herein.

According to the Zoning Ordinance, the purpose of the M-2 Zone is to preserve the lands of the city appropriate for heavy industrial uses, to protect these lands from intrusion by dwellings and inharmonious commercial uses, to promote uniform and orderly industrial development, to create and protect property values, to foster an efficient, wholesome and aesthetically pleasant industrial district, to attract and encourage the location of desirable industrial plants, to provide an industrial environment which will be conducive to good employee relations and pride on the part of all citizens of the community and to provide proper safeguards and appropriate transition for surrounding land uses.

## **2.4 Project Area Designation**

The subject Site lies within the former Norwalk Boulevard Redevelopment Project Area, which has been merged into the Consolidated Redevelopment Project, adopted by the Community Development Commission of the City of Santa Fe Springs. As such, any development on the WDI Site is subject to the conditions imposed by the Redevelopment Plan. In addition, any development site plans submitted for the WDI Site are

---

<sup>1</sup> With certain legal exclusions and additions, the term “Brownfield” refers to property on which the expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

subject to approval by the Planning Commission and Community Development Commission of the City of Santa Fe Springs.

## **2.5 Site Remediation**

Remediation of the Waste Disposal, Inc. Site is being completed in a manner consistent with the Amended Record of Decision as adopted by the EPA. The selected remedy, identified as Alternative 2 in the Amended ROD, includes the following general components:

1. A Resource Conservation and Recovery Act (RCRA)-equivalent cap over the central area of the Site;
2. Engineered capping systems over areas containing waste materials outside the Dial area;
3. Soil-gas collection, extraction, and treatment systems beneath the RCRA-equivalent cap;
4. Liquids collection, treatment, and disposal for leachate that accumulates at the base of the reservoir over the Dial;
5. Engineering Controls at and/or within existing or new buildings or demolition and removal of buildings and relocation of occupants, if necessary;
6. Gas migration control measures or additional gas extraction systems outside the Dial area;
7. Institutional Controls required by EPA and other regulatory agencies;
8. Long-term groundwater monitoring; and
9. Long-term operations, maintenance, and monitoring of all remedial systems and remedial components.

The Amended ROD anticipates that the WDI Site may be redeveloped at some point in the future by other entities and implementation of the selected remedy is intended to not preclude redevelopment from occurring.

The environmental restriction covenants that EPA anticipates will be recorded on all of the properties at the Site will include a process to enable an owner or developer to seek EPA approval for an exception to one or more of the land use restrictions set forth in the covenant. If a developer proposes to take an action that would disturb the cap, EPA would only approve the action if the developer took all the necessary steps to replace the cap or provide equivalent protection.

## **2.6 Environmental Restriction Covenants**

The EPA's Amended ROD describes the remedy selected for the cleanup of the WDI Site. This decision follows EPA's extensive investigative work at the Site to evaluate remedial alternatives and its release of the Proposed Plan for the remedy in June 2001. EPA's selected remedy is based on its policy for using containment as the presumptive remedy for landfills. The remedy includes installation of capping systems, environmental control systems for soil gas, liquids, and monitoring systems to address the threats posed by contamination at the Site. In addition, as part of this remedy, institutional controls will be implemented in order to ensure the long-term integrity of the remedy and to prevent exposure to waste remaining at the Site. EPA expects that Environmental Restriction Covenants (ERCs) will eventually be executed and recorded on all of the properties at the WDI Site. The EPA will oversee compliance with these agreements. Where an ERC has been recorded, the requirements must be integrated into the redevelopment proposal for the Site in order to make them compatible with the Amended ROD.

As stated above, the ERCs will run with the land and will be enforceable under California Law against all future property owners and tenants. Such agreements will provide access to the EPA, the State, and any potentially responsible parties charged with conducting the remedial action and their contractors, for the following purposes:

1. Monitoring the remedial action and operation, monitoring, and maintenance;

2. Verifying any data or information submitted to the EPA or the State;
3. Conducting investigations relating to contamination at or near the Site;
4. Obtaining samples;
5. Assessing the need for, planning, or implementing additional response actions at or near the Site;
6. Assessing implementation of quality assurance and quality control practices as defined in the approved Quality Assurance Project Plans;
7. Implementing the remedial action and operation, monitoring, and maintenance;
8. Assessing compliance with the access easements and environmental restrictions; and
9. Determining whether the Site or other property is being used in a manner that is prohibited or restricted by the environmental restrictions, or that may need to be prohibited or restricted.

In addition, the ERCs include land and water use restrictions to prohibit and restrict certain activities at the Site unless expressly approved by the EPA. Those entities seeking exceptions to the land and water use restrictions will be required to submit an Application for Exceptions, along with supporting documentation, to the EPA for review and approval. The level of detail required to support an Application for Exceptions may vary depending on the nature and scope of the proposed activity. It is anticipated that the review process for the Application for Exemptions would coincide with the City's entitlement process.

Developers will need to review all ERCs that would be affected by a potential development prior to seeking entitlements from the City. While each of the ERCs will be adopted individually and, therefore, may contain slightly different terms and conditions, a sample ERC is attached to this Specific Plan as Appendix H.

## **3 Land Use Regulations**

### **3.1 Statement of Objectives and Policies**

It is the intention of the City of Santa Fe Springs to encourage redevelopment of the WDI Site. As such, the cleanup remedy established by the EPA must be implemented prior to or during development or redevelopment of the Site.

The City also wishes to encourage developments at the WDI Site that are viable in both the short- and long-term and which will help eliminate non-conforming buildings and improvements. The City intends to avoid enacting regulations and policies that could compromise the feasibility of redevelopment of the Site.

Finally, the City wishes to ensure that any eventual development of the WDI Site does not adversely impact adjoining or nearby properties. Building setbacks, landscaping, circulation, and parking on the Site should be constructed in such a manner as to remove or minimize any negative outcomes to the surrounding area.

### **3.2 Proposed Land Uses**

The existing General Plan Land Use designation of "Industrial" shall remain in effect at the WDI Site. The zoning for the Site of M-2, Heavy Manufacturing shall also continue for the entire subject Site. Basic controls for this zone are established in Sections 155.240 through 155.269 of the Municipal Code. In addition, certain light manufacturing and/or open space uses would be considered after review by the

Planning Commission and the City Council. As stated above, in accordance with the standards and controls established by the Zoning Ordinance and the EPA, the following uses shall not be permitted:

- Day care facilities
- Schools for people aged 21 and under
- Hospitals
- Extended care facilities
- Churches
- All residential uses
- Other uses by sensitive receptors

Permitted principal land uses for the WDI Site include the following, if not in conflict with the Institutional Controls described in the Amended ROD:

- A) Any uses permitted in the M-1 zone, excluding those that would not be compatible with the remedy selected in the Amended ROD;
- B) Oil field equipment manufacture, repair, supply, and exchange;
- C) The manufacturing and processing of the following:
  - 1) Abrasives
  - 2) Aircraft and aircraft accessories
  - 3) Aluminum products
  - 4) Automobiles, trucks and trailers
  - 5) Automotive accessories and parts
  - 6) Boats
  - 7) Bricks
  - 8) Burial vaults and caskets
  - 9) Candles
  - 10) Canvas
  - 11) Carpets and rugs
  - 12) Cement products
  - 13) Chalk
  - 14) Clay pipe and clay products
  - 15) Cleaning compounds
  - 16) Composition wallboard
  - 17) Glass, but excluding blast furnaces
  - 18) Glazed tile
  - 19) Graphite and graphite products
  - 20) Hemp products
  - 21) Industrial burners
  - 22) Ink

- 23) Jute products
- 24) Linter
- 25) Metal foil
- 26) Metal products
- 27) Missiles and missile components, excluding explosive fuels
- 28) Motors and generators
- 29) Oakum products
- 30) Paraffin products
- 31) Plastics
- 32) Porcelain products
- 33) Pumice
- 34) Putty
- 35) Railroad equipment
- 36) Rubber products
- 37) Sand and lime products
- 38) Sisal products
- 39) Starch and dextrin
- 40) Steel products
- 41) Stone products
- 42) Structural steel products
- 43) Tile
- 44) Wire and wire products
- D) Machinery manufacture, including electrical, agricultural, construction, mining, air conditioning equipment, dishwashers, dryers, furnaces, heaters, stoves and washing machines;
- E) Metal fabricating, heat treating, pickling and stamping;
- F) Cold rolled reduction of steel and the annealing of steel;
- G) Manufacture of lead shot by shot tower process;
- H) Sterilizing and refurbishing of used bedding and upholstered furniture;
- I) Truck driver training schools and automotive equipment training schools;
- J) Machine tool manufacture, including metal lathes, presses and stamping machines, and woodworking machines;
- K) Food products manufacture, including such processes as cooking, roasting, refining and extraction involved in the preparation of such products as cereal, chocolate, cider, coffee, glucose, rice, flour, feed and grain, vegetable oils, and yeast, but not including fish or meat products;
- L) Lumber yards, lumber processing and woodworking, including sawmills, planing mills, plywood, veneering, wood-preserving, and laminating;
- M) Contractors shops, including building, masonry, painting, concrete, electrical, plumbing, refrigeration,

roofing, heating, and air conditioning, but excluding open storage yards;

- N) Manufacture of cans, containers, boxes, barrels, bottles, and bags;
- O) Motor vehicle inspection/testing station;
- P) The parking, storage, rental, leasing and sale of boats, recreational trailers and vehicles, mobile homes, and office trailers;
- Q) Truck service or repair; provided that the site utilized does not exceed one acre in size;
- R) Repair garages, body and fender works and auto painting, providing all work is conducted within a completely enclosed structure;
- S) Foundries with furnaces not exceeding a capacity of 500 pounds per furnace or with a total combined capacity not in excess of 1,000 pounds;
- T) Public truck scales;
- U) Manufacturing of liquid detergents;
- V) Public utility service yards; and/or
- W) Other similar uses which the City, after study and deliberation, finds to be consistent with the purpose of the Zoning Ordinance, and which would be similar to the uses listed as permitted uses and would be compatible to those uses. All approved uses must be compatible with the remedy selected in the Amended Record of Decision.

### **3.3 Development Standards**

In addition to existing development standards identified in the City's Zoning Ordinance, the following controls are established for the WDI Site. Three samples of potential development schemes and patterns that meet the requirements identified below are attached as Appendix E. These examples are included for guidance and illustrative purposes and do not preclude other development schemes.

#### **3.3.1 Development on the Dial**

The northern-central portion of the WDI site contains a buried, concrete-lined reservoir, the Dial portion of the Site. The approximate location of the Dial is identified in Figure 4. The precise location of the Dial is identified in Appendix D, attached to this Specific Plan.

While EPA's cleanup remedy does not specifically ban construction of buildings over the top of the Dial, and other perimeter areas outside the Dial, the Amended ROD does require that such construction activities be reviewed by EPA and that any development may not interfere with the approved remedy.

Based on the following issues, it is expected that no permanent structures could feasibly be located over the Dial area:

- (1) Preliminary engineering studies have shown that the soil in its current condition will not support a building due to the viscous and liquid nature of the buried wastes contained by the reservoir;
- (2) The EPA's remedy calls for leaving the buried wastes in place; therefore, the soil in the Dial area cannot be engineered and compacted to enable buildings to be supported; and
- (3) The structural integrity of the Dial cannot be altered in any way; therefore, drilling pilings or building supports through the bottom of the reservoir and into sufficiently compacted soil would not be possible.

As a result, this Specific Plan sets forth the restriction that no permanent structures should be permitted on top of the Dial or within five (5) feet of the top of its walls (see Figure 5). This requirement includes light standards, fences, and walls with footings 12 inches or more below grade. However, should a developer feel that it will be possible to engineer and construct a permanent structure over the Dial that will meet the controls established in the ERCs and ensure the health and safety of those entering the WDI Site, this Specific Plan does not prohibit such developer from submitting plans to the EPA and the City of Santa Fe Springs for review and consideration.

With prior City approval, temporary storage containers and parking uses are allowable on the Dial as well as aboveground landscaping such as potted plantings.

Please refer to the Amended ROD and the *Final Remedial Design* documents for additional design requirements and restrictions for the Dial area.

### 3.3.2 Minimum Lot Site

Upon any subdivision of the WDI Site, all lots shall conform to the standards of the M-2 Zone

### 3.3.3 Building Setbacks

As stated above, no building may be built within five (5) feet of the top of the Dial walls, as shown in the figure. In addition, no building may be located within 75 feet of the northern boundary of the Site between Greenleaf Avenue and western boundary of the high school property. The building setback for the remaining portion of the northern boundary of the Site shall be 20 feet as measured from the property line. Building setbacks along Greenleaf Avenue, Los Nietos Road, and Santa Fe Springs Road shall be 30 feet. Should the Site be subdivided into several properties, the established side, rear, and front yard setback requirements of the M-2 Zone will apply.

### 3.3.4 Building Height

There is no limit for building height on the Site. However, as identified later in paragraph 3.3.6, any building that would be located closest to the high school property to the north of the Site will need to provide design and landscaping features that would remove a direct line of sight to the high school.

### 3.3.5 Building Mass

There are no minimum or maximum building sizes established by this Specific Plan; however, the largest building or buildings on the WDI Site should be fronted along Santa Fe Springs Road. Buildings that are located along Greenleaf Avenue should be smaller and be less intense in scale than those along Los Nietos Road or Santa Fe Springs Road. The purpose of this requirement is to direct truck traffic to the major arterials

Figure 4 – Approximate Location of the Dial

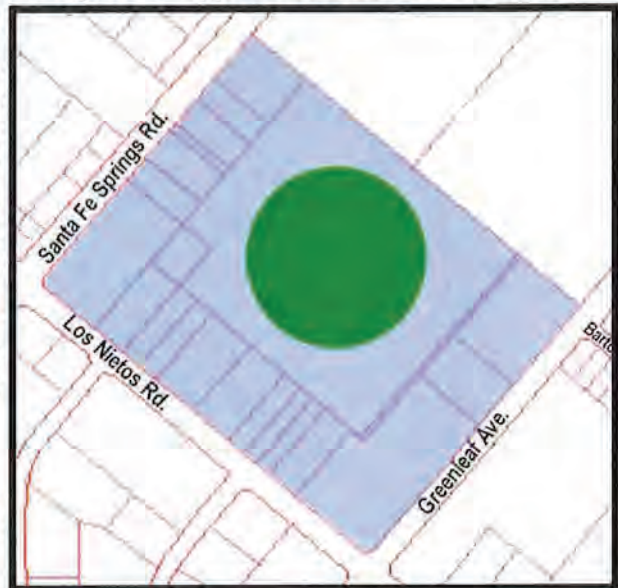
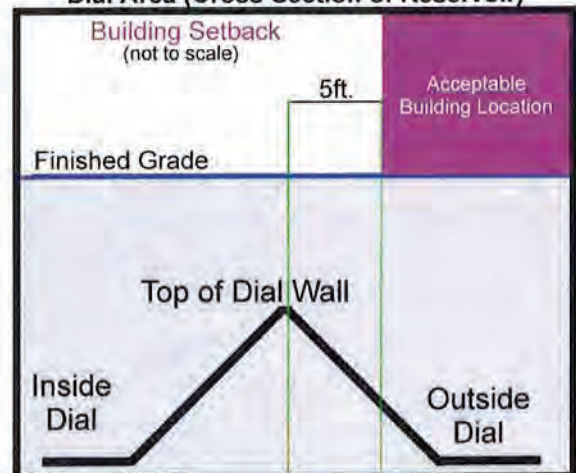


Figure 5 – Required Building Setback Near Dial Area (Cross Section of Reservoir)



surrounding the Site – specifically to encourage the use of Santa Fe Springs Road as a truck route – and to provide a buffer for Greenleaf Avenue as it transitions from an industrial area in the south to residential neighborhoods to the north of the Site.

Buildings must be at least one foot above the top of curb grade or one foot above the 25-year Hydraulic Grade Line whichever is higher. Certain components of the Site remedy will be designed to accommodate maximum probable precipitation (PMP) and 100-year storm events and development plans should integrate these components accordingly. Those seeking to develop on the Site will be required to coordinate with the EPA regarding design issues, to the extent required by any recorded ERCs.

It should be noted that the remedial process conducted to this point does not include performance standards with respect to the structural stability or load bearing capacities for buildings that could be located on the WDI Site. It will be the responsibility of the developer to conduct appropriate geotechnical investigations to facilitate the design of structures on the Site.

### **3.3.6 Line of Sight**

It is established that the security of the adjacent high school is a major concern to the operators of the school site as well as the City Council. No building on the WDI Site shall provide a direct line of sight from any windows or the rooftop of a building to any portion of the school property. In addition, landscaping on the northern boundary of the Site adjacent to the school property shall be provided in such a manner as to screen all uses from the high school and provide an effective buffer. Such screening and landscaping shall discourage opportunities for vandalism and should provide sufficient access for maintenance of the landscaping and screening materials.

### **3.3.7 Site Access & Circulation**

Access to the Site shall allow for effective circulation and maneuvering for large vehicles. At least one major access point for trucks shall be provided along Santa Fe Springs Road at a sufficient distance from the intersection of Los Nietos Road to not interfere with on-street circulation. No large truck access shall be provided along Greenleaf Avenue or Los Nietos Road and all ingress and egress points along Greenleaf Avenue shall be as far south as practicable. All loading docks must be screened from view from public streets by the buildings on the Site. Screen walls shall only be used in limited, necessary situations and shall be constructed in such a manner as to discourage opportunities for vandalism and provide sufficient access for maintenance of the screening materials. Street facing walls shall be subject to design review by the City.

Passenger vehicle and light duty truck access points may be provided anywhere along the perimeter of the Site as long as they do not interfere with circulation along the streets and are in compliance with the Zoning Ordinance.

The County of Los Angeles has developed a Countywide Deficiency Plan Toolbox of Strategies for new developments to mitigate Congestion Management Plan (CMP) deficiencies. Developers will be required to use these strategies to the fullest extent possible from the inception of building plan preparation and Site design. When a developer is developing speculative buildings, the developer will be required to certify that mitigation requirements will be implemented and passed on to tenants and/or future buyers. If a developer cannot meet the mitigation requirements, the developer will be required to pay a mitigation fee to the City for offsite transportation improvements. The City Engineer will determine said fee. It is the responsibility of the developer to propose and implement mitigation measures and provide compliance certification prior to issuance of building permits.

### 3.3.8 Parking

In accordance with the adopted Zoning Ordinance, parking requirements depend on the proposed use and building type. Parking requirements for the subject Site shall be the same as those required in the Zoning Ordinance, except for buildings in excess of 100,000 square feet of gross floor area that offer warehousing and distribution uses. Such buildings may provide parking on a tiered scale, as identified below:

Building Size	Number of Spaces Required
First 25,000sf	1 space per 500sf
25,001 – 100,000sf	1 space per 750sf exceeding 25,000sf
100,001 – 200,000sf	1 space per 1,000sf exceeding 100,000sf
Anything over 200,000sf	1 space per 2,000sf exceeding 200,000sf

For instance, a 100,000 square foot building would require 150 spaces (50 for the first 25,000sf, and 100 for the remaining 75,000sf), whereas a 250,000 square foot building would require 275 spaces (50 for the first 25,000sf, 100 for the next 75,000sf, 100 for the next 100,000sf, and 25 for the final 50,000sf).

Incidental office area(s) for warehousing and distribution facilities exceeding 15% of the gross building area will require one additional parking space for each 300 square feet of floor area exceeding 15%.

It is anticipated that the multi-layer cap over the Dial area will have the strength to support the weight of large vehicles; however, developers, at their own expense, are required to review the Administrative Record for the Site to determine the engineering qualities of the constructed remedy and will need to conduct the engineering studies necessary to authoritatively determine the structural capacity of the cap over the Dial. Should such review and studies determine that the Dial would support vehicles, placing employee and long term parking facilities over the Dial will be allowed and even encouraged by the City to maximize the developable portion of the WDI Site. It is important again to note that, to the extent required by any recorded ERC, the developer may need to submit all parking designs to the EPA for review and approval to ensure that the construction would not be detrimental to the protectiveness of the remedy.

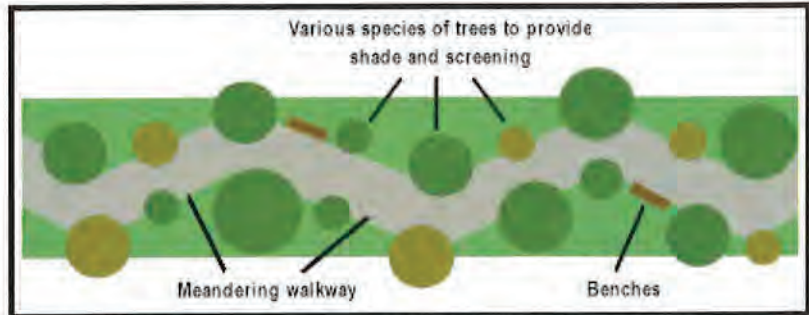
Lighting for any parking areas over the Dial area shall be provided by above ground structures on the Dial or by placing lights mounted on buildings outside of the Dial area. No underground electrical wiring will be allowed over the Dial area.

### 3.3.9 Perimeter Landscaping

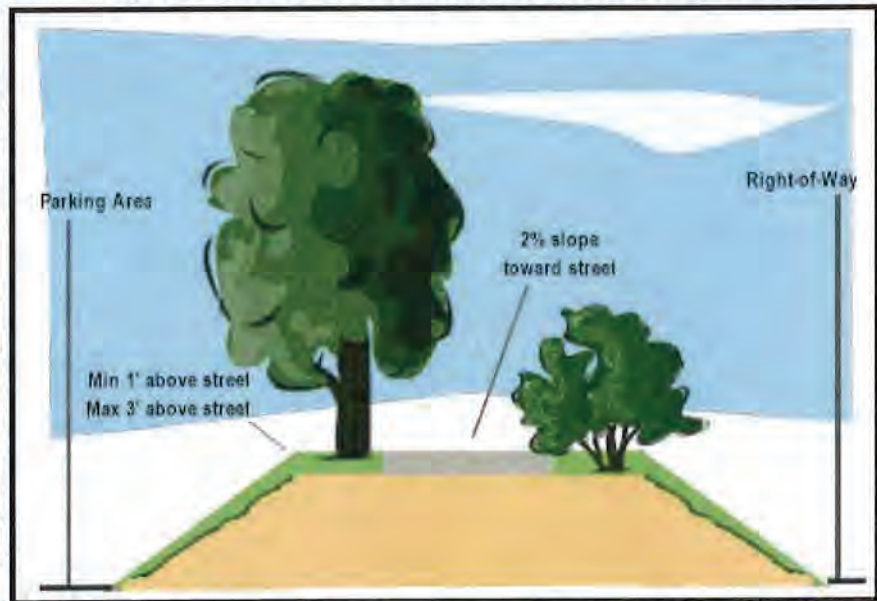
In order to enhance the overall character of the City and to provide additional open space, the Planning Commission has instituted an “urban forest” requirement on all new developments. The urban forest provides raised, meandering, and undulating sidewalks around the perimeters of properties in areas facing city streets. Appropriate street trees and raised lawns shall be planted along the right-of-ways. In addition, to further encourage the use of the areas as a form of open space, benches and trash receptacles should be placed intermittently near the walkways. The maximum height of the undulations spacing should be between approximately three (3) feet above street grade, with the minimum height being at least one (1) foot above street grade. Sidewalks should be built in a serpentine manner, with the extents moving in five (5) foot horizontal arcs over 125 foot lengths, using six (6) foot wide sidewalks. Street trees should be planted on both sides of the sidewalks. The sidewalks should be sloped at a two (2) percent grade toward exterior of the property to promote drainage from the concrete surfaces.

Specific landscaping and irrigation plans for the urban forest must be submitted for approval to the Planning Department prior to development in order to ensure that the proposed development will meet the desired look and feel. Copies of an existing urban forest project, known as the Telegraph Corridor Beautification Project, should be reviewed for an illustration of the type of installation the City would expect. The urban forest area will be considered part of the landscaping setback for the project. Examples of the urban forest concept are included in Figures 6 through 8; however, landscape designers are encouraged to explore alternate layouts.

**Figure 6 – Urban Forest Features**



**Figure 7 – Cross Section of Urban Forest Raised Walkway**



It should be noted that due to the remedial capping constraints and root depth limitations imposed by any recorded ERCs, landscape designers should pay special attention to the species and characteristics of plantings used on the Site. To the extent required by any recorded ERCs, all landscaping designs may be reviewed by the EPA's Project Coordinator to ensure that they coincide with the approved remedy. Specifically, under recorded ERCs no deep rooting plants will be permitted that would affect the RCRA Subtitle C Cap over the Dial area or other specific design details contained in the *Final Remedial Design document*.

**Figure 8 – Photo of the Urban Forest**



### **3.3.10 Landscaping**

Landscaping requirements shall generally follow those identified in the Zoning Ordinance of the City Code and must be consistent with the recorded ERCs and information contained in the Administrative Record, which contain several controls for landscaping and irrigation on the Site.

Landscaping shall be maintained privately and in a manner to allow easy access for regulatory agencies to conduct necessary monitoring. Landscaping over the Dial area must be provided in above ground planters and pots. No in-ground planter areas or permanent, planted vegetation will be allowed over the Dial area.

Vegetation to be used on the WDI Site should minimize the potential for pollens, leaves, seeds, and other debris to migrate or travel offsite. Plantings should also have low water consumption requirements and offer shallow root systems with high absorption ratios. Deep rooting plants – root systems that will penetrate more than two (2) feet below ground surface – shall not be planted above areas of known waste, pursuant to any recorded ERCs. In addition, pesticides and herbicides shall not be applied to the capped areas of the Site or to areas surrounding monitoring points.

Special attention should be paid to the landscaping along the northern boundary of the Site between the WDI Site's eastern boundary and the western boundary of the high school to the north of the Site. Such landscaping will need to shield the onsite uses from the high school property and will need to block any direct line of sight between the WDI Site and the high school. In addition, the landscaping for that portion of the Site shall prevent any drainage from the Site from going onto the high school property by establishing a tiered planter system and a surface canal running along the property lines toward the storm drains on Greenleaf Avenue. Any landscaping and fence or wall designs for that portion of the Site will require one or more meetings with the owners of the high school property to review the proposed landscaping plan. Every effort

should be made by a prospective developer to secure approval of the proposed landscaping plan from the owner of the high school property prior to submitting the landscaping plan to the Planning Commission for approval.

### **3.4 Methane Issues**

Methane gas exposure is a significant concern on the Site. As such, proactive measures must be taken to ensure the safety of those using the Site. Any development on the Site shall comply with City Municipal Code Chapter 117. As part of the remedial action, the responsible parties have established methane-monitoring wells throughout the Site, which will serve as partial compliance with the requirements under Chapter 117 for initial soil gas testing prior to development, and therefore, no additional monitoring wells will be required by the City. However, developers will be expected to enact certain mitigation measures, as required by the City's Fire Chief. At a minimum, such mitigation measures will include, but are not limited to, passive venting systems using perforated pipe with monitoring ports under all new buildings on the Site. Under certain circumstances, based on the results of the ongoing methane monitoring conducted by the responsible parties, active venting systems may be required by the City.

It should be noted that ARAR 27 CCR §20931 in the Amended ROD requires methane monitoring inside buildings and in onsite structures such as vaults where gases can accumulate, both adjacent to, and on top of, waste deposit areas. This regulation requires that structures on top of waste be monitored continually.

With the prior approval of the Department of Planning and Development, the Fire Department, and the EPA, the existing methane monitoring wells may be relocated if they interfere with future development plans. The exact location and testing frequency of the relocated methane monitoring wells must comply with any standards established by the EPA and Municipal Code Chapter 117.

Extensive soil gas studies have been conducted on the property by the WDI Group under the direction of EPA; prior to any development on the Site, the results of the studies must be reviewed by the developer with the governmental bodies having jurisdiction over the Site. Any additional soil gas tests that may be required by the oversight agencies, including the City of Santa Fe Springs, must be conducted prior to the issuance of building permits. All appropriate mitigation measures required by the regulatory agencies must be implemented during redevelopment of the Site.

### **3.5 Excavation & Grading**

While it is permissible for a developer to grade the Site during construction, all such grading must be closely coordinated with the EPA. Pursuant to the recorded ERCs, a developer seeking to conduct any onsite grading must seek EPA's prior written approval.

The Administrative Record for the Site contains detailed descriptions of minimum fill thickness that will be permitted over areas of known waste. Potential developers should review these controls as well as the City's **Soils Screening Guidelines** to ensure that all constraints are adhered to. In addition, hazardous materials certified and trained crews will be required for any grading and excavation that occurs anywhere on the Site.

Due to the topographical constraints of the Site, it is acknowledged that the entire Site will most likely need to be graded on at least some slope. The portion of the Site over the Dial area must be graded at two percent (2%) to provide for sufficient trench draining away from the Dial area. In all cases, no pooling or ponding shall be allowed over the Dial area. The remaining portions of the Site should be graded at between one-half and one percent (0.5% - 1.0%) and sloped toward the south, west, and east perimeters of the Site. This is intended not only to provide proper trench drainage but also to reduce the apparent mass of buildings on the Site. Parking areas should also be graded up to building frontages to reduce the difference in height between the finished floors of the buildings and street and parking levels.

Building interiors may be sloped between one-half and one percent (0.5% - 1.0%) toward the south, west, and east perimeters of the Site to provide proper drainage and to reduce the difference between the parking areas and the finished floors of buildings.

Drainage shall not be blocked in the street. During all grading, streets shall be swept as frequently as determined by the City Engineer to keep public areas acceptably clean during grading and hauling operations.

A street sweeper must be available for this purpose at all times. The sweeper shall be a double-gutter broom, self-loading motor sweeper with spray nozzles. Any soil spillage shall be removed immediately and the area cleaned.

The grading contractor shall install and maintain compacted untreated base material for a minimum distance of 75 feet from the curb face for ingress and egress prior to onsite paving. The thickness of the untreated base shall be a minimum of six (6) inches.

The curb shall be cut where future driveways will be installed. Only the curb cut area shall be used for ingress and egress during grading operations. Access to the Site over curbs shall be prohibited.

The grading contractor will be required to provide flag persons with red vests, hardhats, and signs approved by the City Engineer at any time the Engineer determines that flag persons are necessary for traffic control due to the grading contractor's operations.

The contractor will be required to apply for a temporary water meter during grading and excavation. Application will be made to the City's Finance Department. Failure to obtain a water meter from the City is a violation of the City Code, and punishable by fines and/or imprisonment. Only approved spanner wrenches may be used when operating fire hydrants.

The grading contractor will be required to implement control and high wind measures to mitigate the sources of fugitive dust under Air Quality Management District (AQMD) Rule 403. A list of reasonable, available fugitive dust control measures can be obtained from the Public Works Department.

### **3.6 Site Drainage**

As stated previously, the Site must be graded at a minimum of two percent (2%) over the Dial area and one percent (1%) elsewhere to provide effective drainage. Measures should be taken to prevent storm water from draining into soils on the Site or from ponding over the Dial area. It is expected that all drainage will be provided through trench drains routed through the parking and circulation areas of the Site. The drainage patterns should pull water away from buildings and the Dial area and carry it through surface canals to the storm drains located on the perimeter of the Site. The surface canals will also be required to direct water flow away from sidewalks and driveways and no concentrated flow over curbs, sidewalks, and driveways will be allowed.

In addition, a drainage canal shall be established between the school property and the WDI Site to prevent any storm or irrigation waters from going onto the school property. Under no circumstances will it be permissible to divert surface water from the Site to another property. All storm water must be directed into storm drains.

All projects must conform to Chapter 52 of the City Code, and implements the requirements of the approved Standard Urban Storm Water Mitigation Plan (SUSMP). The SUSMP includes a requirement to implement post-construction Best Management Practices (BMPs) to mitigate (infiltrate and treat) the first three-quarters of an inch (3/4") of runoff from all storm events and to control peak flow discharges. All onsite storm systems and filters must be maintained by the property owner.

All catch basins and storm drain inlet facilities must be stamped with the message "No Dumping, Drains to Ocean." per Chapter 52 of the City Code.

All contractors will be required to implement storm water and urban runoff pollution prevention controls, and BMPs on the Site in accordance with Chapter 52 of the City Code. The contractor will also be required to file a Notice of Intent with the Regional Water Quality Control Board and prepare a Storm Water Pollution Prevention Plan (SWPPP) as specified in the State of California General Permit for Storm Water Discharges associated with construction activities.

The supervising Grading Engineer for each construction project shall inspect and certify the construction of onsite storm drain and drainage facilities and submit a statement that the completed work is in conformance with the approved Statement of Work grading plan and this Specific Plan prior to building occupancy.

The owner/developer for each project onsite must submit for approval a 24" x 36" drawing to the City Engineer showing the proposed plan and profile of onsite storm drain systems in order to obtain any construction permits. A Registered Civil Engineer must prepare such drawing. Upon completion of a project, the owner/developer will be required to submit a 24" x 36" record drawing, or "As-Built" for approval by the City Engineer. This plan shall be prepared by a Registered Civil Engineer and be reviewed and approved by the City Engineer prior to building occupancy.

The owner/developer will be required to submit to the City Engineer any drainage covenants, private easement documents, or reciprocal drainage provisions in the Covenants, Conditions, and Restrictions (CC&Rs) for cross-lot drainage flows to be recorded in the Office of the County Recorder prior to recording such documents.

No permanent ponding areas will be allowed anywhere on the WDI Site; however, proper indemnification clauses will be required to hold the City harmless for any losses or damages incurred should any flooding or ponding occur onsite during rainstorms. Minimal temporary ponding will be allowed at the perimeter of the Site in order to treat storm water prior to entering offsite public storm drains; however, such ponding areas will not be allowed over areas known to contain waste.

The developer must review the Administrative Record to ensure that any surface water management facilities that are installed as part of the Amended ROD are integrated into the development of the Site.

### **3.7 Recycling**

All projects over \$50,000, including tenant improvements, are subject to the requirements of Ordinance 914 to reuse or recycle 75% of all the project waste. Prior to obtaining building permits, contractors will be required to submit a Waste Management Plan to the Planning Department and approval must be obtained prior to initiating construction. Upon completion of construction, prior to obtaining occupancy permits, contractors will be required to submit a report to the Planning Department identifying the actual recycling levels that were obtained.

### **3.8 Fire Safety**

All buildings must be protected by an approved automatic fire sprinkler system. The Planning Department shall approve the location of all double check valves prior to submittal to the Fire Department for review. All fire sprinkler plans shall have a stamp of approval from the Department of Planning & Development prior to submittal to the Fire Department.

Any buildings that are to be used for high piled storage shall be equipped with required access doors, per Article 81 of the Uniform Fire Code.

Fire Department access roadways will be required to obtain access throughout the Site. Such roadways must be a minimum of 26 feet in width and any turns must provide a sufficient turning radius for fire vehicles. Such turning radius must be a minimum of 52 feet. Interior gates or fences will not be permitted across required fire access roadways. Onsite fire hydrants, with a minimum flow of 2,500 gallons per minute, must be provided along such Fire Department access roadways.

Prior to submitting building plans to the Building Department or Planning Commission for approval, a preliminary site plan must be approved by the Fire Department for required access roadways and onsite fire hydrant locations. The plan must be on a scale between 1"=20' and 1"=40'. The following dimensions shall be used when planning for fire vehicle access: width of 11 feet, length of 50 feet, height of 12 feet, and a turning radius of 52 feet.

### **3.9 Public Utilities**

A preliminary study has been conducted to determine the potential need for public utilities improvements upon total build out of the WDI Site. It has been determined that existing electrical, sewer, and water capacities are sufficient to accommodate any typical developments that could take place on the WDI Site; however, any prospective developers or property owners have the responsibility to study these issues on their own and at their own expense prior to development.

### **3.10 Soil Screening & Mitigation**

In addition to any soil cleanup standards implemented as part of the remedy, developers are expected to adhere to the City's **Soil Screening Guidelines and Site Mitigation Procedures for Industrial Sites** where not in conflict with, or where required actions are not repetitive of, the EPA's restrictions imposed on the Site.

A copy of the City's Soil Screening Guidelines and Site Mitigation Procedures for Industrial Sites is attached to this Specific Plan as Appendix I.

### **3.11 Other Issues**

The use of any septic tanks on the property shall be discontinued and such tanks shall be decommissioned in accordance with local regulations.

## **4 Implementation Program for the Specific Plan**

Any and all other components of the City's development controls and zoning issues not identified herein, including public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities that would affect the development of the Specific Plan area, are subject to those standard requirements identified in the adopted City Code, General Plan, and Zoning Ordinance.

### **4.1 Phasing Plan**

While it is acknowledged that the development of the WDI Site could occur in several distinct phases, there shall be no required phasing of the development of the WDI Site. Any phases of development would need to fully meet the requirements of this Specific Plan, just as if the Site were developed as a whole. Alternately,

developers are required to present a detailed phasing plan to identify how the goals and objectives of this Specific Plan will be accomplished in each phase of development and provide evidence that all of the facets of this Plan will be met upon the completion of the final development phase.

## **4.2 Development Entitlements**

The chart on the following page summarizes the entitlement process for the WDI Site in its most basic format.

The process may be modified in the event that a developer sought a Conditional Use Permit or other land use entitlement. In addition, any of the actions identified below could be appealed to the City Council, which would serve to expand the process. It is not possible to predict the time required for the entitlement process, as each project would have individual characteristics, giving each required task a unique timeframe; however, upon receiving preliminary designs for a specific project, the Planning staff would be able to provide an estimate on the time required to complete the entitlement tasks.

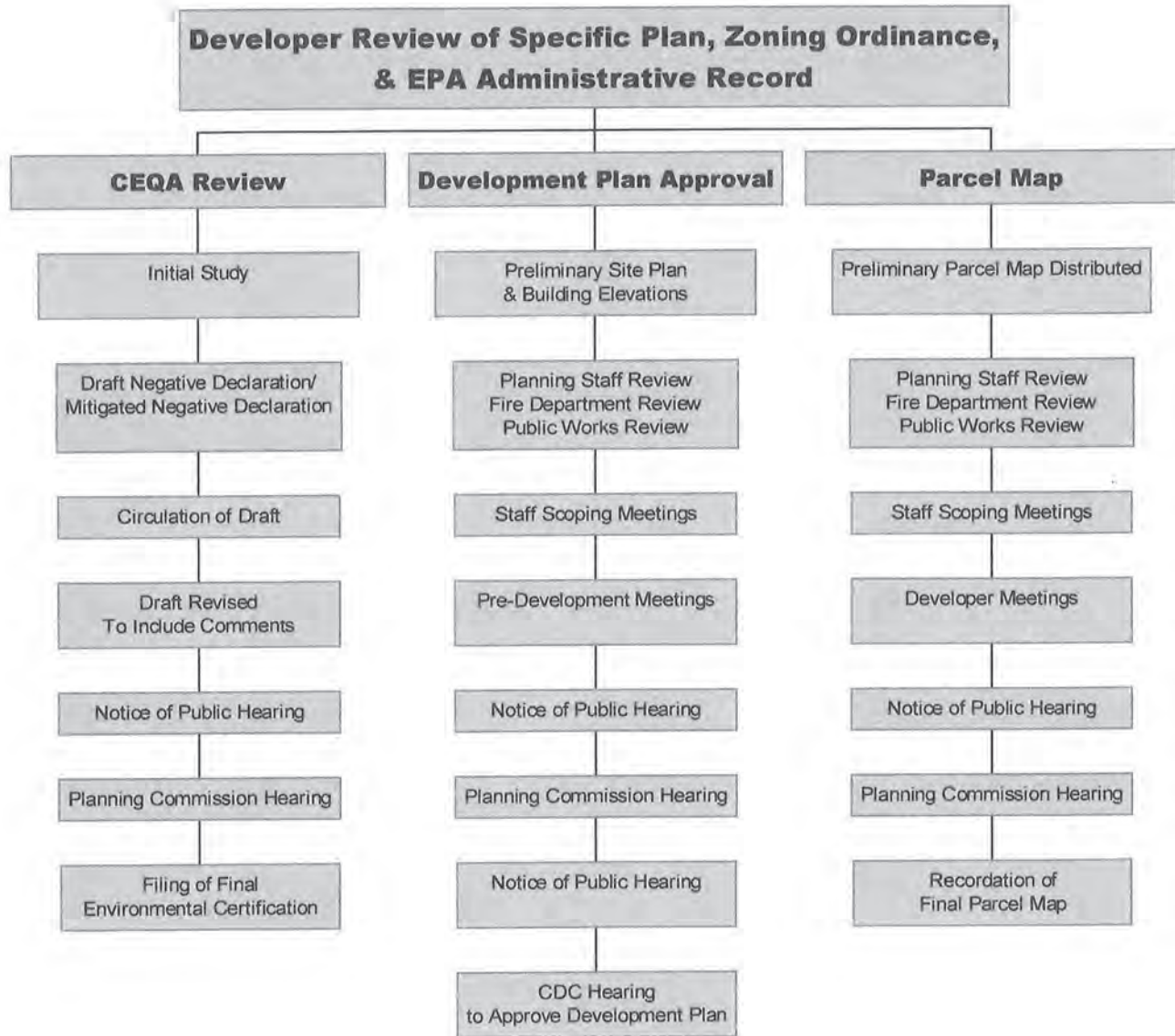
All fees associated with review and processing of entitlements are required to be paid in advance. A copy of the current schedule of fees is available in the Planning Department.

All approved projects (including public works projects), tentative maps, parcel maps, and Zoning Ordinance amendments within the area covered by this Specific Plan must be consistent with the adopted Specific Plan.

Redevelopment on the WDI Site can take place by the current owners of their respective parcels or by other interested parties, following the guidelines set forth in the adopted Specific Plan.

# Entitlements Process

WDI Site



**Note:** Some or all aspects of a development plan may need to be reviewed and approved by EPA pursuant to any recorded ERCs. The prospective developer should request this separate review as early as possible in the entitlement process.

### **4.3 CEQA Compliance**

While extensive environmental studies have been performed at the WDI Site by various agencies – including the adoption of an EIR for the General Plan Update, the Subsequent EIR for the Consolidated Project Area, and numerous studies performed by the EPA as part of the remedial action – every property development located on the WDI Site will nevertheless be required to perform an environmental review in accordance with the California Environmental Quality Act (CEQA). At minimum, the environmental review would include the preparation of an Initial Study. If the Initial Study identifies the need to perform a full project-specific, environmental impact report, the required documents shall be prepared.

### **4.4 Environmental Compliance**

The developer/property owners for the Site shall secure, or cause to be secured, all permits and other approvals that may be required by the City and any other governmental agencies having jurisdiction as to the environmental condition of the property. Such agencies will include the EPA, the Regional Water Quality Control Board, and the California State Department of Toxic Substance Control.

Project applicants will be required to submit written covenants stating that, based upon reasonable investigation and inquiry, it does not know or have reasonable cause to believe that it is in violation of any notification, remediation, or other requirements of any federal, State, or local agency having jurisdiction over the WDI Site.

### **4.5 Hazardous Materials**

Hazardous substances are buried on the WDI Site. The depth and character of these wastes are generally known to the EPA, the California State Department of Toxic Substance Control, and the parties responsible for the remedial action of the WDI Site; however, if during the excavation, grading, construction, or use of the property, any hazardous materials, wastes, or substances are uncovered, all work shall be stopped immediately and the area must be immediately evacuated. The property owner must then notify the EPA, DTSC, the City, and other appropriate responsible agencies. Any necessary and appropriate permits shall be obtained prior to moving or handling any potentially hazardous materials or substances. All hazardous materials must be handled by a hazardous materials certified and trained crew. The City will work with the developer/property owners to contact necessary oversight agencies for appropriate actions.

Should any underground tanks be uncovered on the Site, the developer/property owner must contact the City's Certified Unified Program Agency (CUPA) and the Fire Department to obtain the necessary permits and approvals.

## **5 Specific Plan Amendment Procedures**

This Specific Plan may be amended as often as necessary by the City Council pursuant to Section 65453(a) of the Government Code as long as it is found to be consistent with the General Plan (§65454). This Specific Plan may be amended by the City Council after conducting a duly noticed public hearing, notice of which must be published in a local newspaper of general circulation at least ten (10) days prior to the hearing date.

If an amendment to this Specific Plan would affect the permitted uses or intensity of uses of real property, ten (10) day prior notice of the hearing must also be mailed or delivered directly to each of the following: (1) the owner(s) of the property or the owner's duly authorized agent, and to the project applicant; (2) each local

agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected; and (3) all owners of real property as shown on the latest equalized assessment roll within 300 feet of the boundaries of the real property that is the subject of the hearing (§65091). However, where the notice to nearby property owners would affect more than 1,000 persons, a 1/8-page newspaper advertisement may substitute for that part of the notice.

An amendment to the Specific Plan may be adopted by resolution of the City Council; however, the Planning Commission prior to adoption by the City Council shall review all changes to this Specific Plan.

## **6 Appendix A - Selected Statutes**

**SPECIFIC PLAN STATUTES**  
*(Excerpted From The California Government Code)*  
**TITLE 7. Planning and Land Use**  
**DIVISION 1. Planning and Zoning**  
**CHAPTER 3. Local Planning**  
**Article 8. Specific Plans**

### **Section 65450. Preparation of specific plans**

After the legislative body has adopted a general plan, the planning agency may, or if so directed by the legislative body, shall, prepare specific plans for the systematic implementation of the general plan for all or part of the area covered by the general plan.

### **Section 65451. Content of specific plans**

(a) A specific plan shall include a text and a diagram or diagrams which specify all of the following in detail:

- (1) The distribution, location, and extent of the uses of land, including open space, within the area covered by the plan.
- (2) The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.
- (3) Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
- (4) A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out paragraphs (1), (2), and (3).

### **Section 65452. Optional subjects**

The specific plan may address any other subjects which in the judgment of the planning agency are necessary or desirable for implementation of the general plan.

### **Section 65453. Adoption/amendment procedure**

(a) A specific plan shall be prepared, adopted, and amended in the same manner as a general plan, except that a specific plan may be adopted by resolution or by ordinance and may be amended as often as deemed necessary by the legislative body.

(b) A specific plan may be repealed in the same manner as it is required to be amended.

### **Section 65454. Consistency with the General Plan**

No specific plan may be adopted or amended unless the proposed plan or amendment is consistent with the general plan.

### **Section 65455. Zoning, tentative map, parcel map, and public works project consistency with specific plans**

No public works project may be approved, no tentative map or parcel map for which a tentative map was not required may be approved, and no zoning ordinance may be adopted or amended within an area covered by a specific plan unless it is consistent with the adopted specific plan.

## 7 Appendix B - Legal Description Of The Specific Plan Area

The Specific Plan area shall cover the properties described below. An Assessor's map of the Specific Plan Area follows the descriptions. In brief, the parcels subject to the Specific Plan are all of those properties identified on the County of Los Angeles Assessor's Map Book 8167, Page 2, with the exception of Parcel 8, which is not subject to this Specific Plan.

### Assessor's Parcel Number 8167-002-007

THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARD'S PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT, SAID CORNER BEING A POINT IN THE CENTER LINE OF LOS NIETOS ROAD (60 FEET WIDE); THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 1165.00 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT TO A POINT IN THE NORTHWESTERLY LINE OF SAID LOT; SAID POINT BEING ON THE CENTER LINE OF SANTA FE SPRINGS WHITTIER ROAD (40) FEET WIDE, THE TRUE POINT OF BEGINNING; THENCE SOUTHWESTERLY 200 FEET ALONG SAID NORTHWESTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT A DISTANCE OF 300 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 200 FEET; THENCE NORTHWESTERLY PARALLEL WITH SAID SOUTHWESTERLY LINE A DISTANCE OF 300 FEET TO THE TRUE POINT OF BEGINNING.

### Assessor's Parcel Number 8167-002-021

THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARD'S PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD, 40 FEET WIDE, AND LOS NIETOS ROAD, 60.00 FEET WIDE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF THE LOS NIETOS ROAD, 300 FEET; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH SAID CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD, 865.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG SAID LAST MENTIONED PARALLEL LINE 100.00 FEET, TO THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO CONTRACTORS READY MIX, RECORDED AUGUST 12, 1957 AS INSTRUMENT NO.321 IN BOOK 55303 PAGE 154, OFFICIAL RECORDS, OF SAID COUNTY; THENCE NORTHWESTERLY PARALLEL TO SAID CENTER LINE OF LOS NIETOS ROAD, 300 FEET, TO A POINT IN SAID CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CENTER LINE 100.00 FEET TO A POINT THAT IS DISTANT 865.00 FEET ALONG SAID CENTER LINE FROM ITS INTERSECTION WITH THE CENTER LINE OF LOS NIETOS ROAD; THENCE SOUTHEASTERLY, PARALLEL TO SAID CENTER LINE OF LOS NIETOS ROAD 300 FEET TO THE TRUE POINT OF BEGINNING.

### Assessor's Parcel Number 8167-002-022

PARCEL 1: THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARD 'S PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD 40.00 FEET WIDE, AND LOS NIETOS ROAD 60.00 FEET WIDE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF LOS NIETOS ROAD, 300.00 FEET; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH SAID CENTER LINE OF SANTA FE SPRINGS -WHITTIER ROAD 757.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG SAID LAST MENTIONED PARALLEL LINE 107.50 FEET; THENCE NORTHWESTERLY PARALLEL TO SAID CENTER LINE OF LOS NIETOS ROAD 300.00 FEET TO A POINT IN SAID CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CENTER LINE 107.50 FEET TO A POINT THAT IS DISTANT 757.50 FEET ALONG SAID CENTER LINE FROM ITS INTERSECTION WITH THE CENTER LINE OF LOS NIETOS ROAD; THENCE SOUTHEASTERLY, PARALLEL TO SAID CENTER LINE OF LOS NIETOS ROAD 300.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: AN EASEMENT TO BE USED IN COMMON WITH OTHERS, FOR ROAD AND UTILITY PURPOSES, OVER A 50.00 FOOT STRIP OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD, 40.00 FEET WIDE, AND LOS NIETOS ROAD 60.00 FEET WIDE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF LOS NIETOS ROAD 300.00 FEET; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH SAID CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD 707.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG SAID LAST MENTIONED PARALLEL LINE 50.00 FEET; THENCE NORTHWESTERLY PARALLEL TO SAID CENTER LINE OF LOS NIETOS ROAD 300.00 FEET TO A POINT IN SAID CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD; THENCE SOUTHWESTERLY ALONG SAID

LAST MENTIONED CENTER LINE 50.00 FEET TO A POINT THAT IS DISTANT 707.50 FEET ALONG SAID CENTER LINE FROM ITS INTERSECTION WITH THE CENTER LINE OF LOS NIETOS ROAD; THENCE SOUTHEASTERLY, PARALLEL TO SAID CENTER LINE OF LOS NIETOS ROAD 300.00 FEET TO THE TRUE POINT OF BEGINNING.

**Assessor's Parcel Number 8167-002-028 & 8167-002-029**

THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARD'S PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD, 40.00 FEET WIDE, AND LOS NIETOS ROAD 60.00 FEET WIDE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF LOS NIETOS ROAD, 300.00 FEET; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH SAID CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD 500.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG SAID LAST MENTIONED PARALLEL LINE 232.50 FEET; THENCE NORTHWESTERLY PARALLEL TO SAID CENTER LINE OF LOS NIETOS ROAD 300.00 FEET TO A POINT IN SAID CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CENTER LINE 232.50 FEET TO A POINT THAT IS DISTANT 500.00 FEET ALONG SAID CENTER LINE FROM ITS INTERSECTION WITH THE CENTER LINE OF LOS NIETOS ROAD; THENCE SOUTHEASTERLY PARALLEL TO SAID CENTER LINE OF LOS NIETOS ROAD 300.00 FEET TO THE TRUE POINT OF BEGINNING.

**Assessor's Parcel Number 8167-002-003 & 8167-002-024**

PARCEL 1: THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARD'S PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT, BEING THE CENTER LINE OF LOS NIETOS ROAD, 60 FEET WIDE, WHICH POINT IS 300 FEET SOUTHEASTERLY FROM THE POINT OF ITS INTERSECTION WITH THE CENTER LINE OF SANTA FE SPRINGS WHITTIER ROAD (40 FEET WIDE); THENCE NORTHEASTERLY PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 300 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT, 125 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 300 FEET TO A POINT IN SAID SOUTHWESTERLY LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 125 FEET TO THE POINT OF BEGINNING.

PARCEL 2: THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARD'S PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT, BEING THE CENTER LINE OF LOS NIETOS ROAD, 60 FEET WIDE, WHICH POINT IS 300 FEET SOUTHEASTERLY FROM THE POINT OF ITS INTERSECTION WITH THE CENTER LINE OF SANTA FE SPRINGS WHITTIER ROAD (40 FEET WIDE); THENCE NORTHEASTERLY PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 300 FEET, WHICH IS THE TRUE POINT OF BEGINNING; THENCE CONTINUING IN NORTHEASTERLY DIRECTION, A DISTANCE OF 30 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 125 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 30 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 125 FEET TO THE TRUE POINT OF BEGINNING. THE SOUTHWESTERLY LINE OF SAID PARCEL BEING THE SAME AS THE NORTHEASTERLY LINE OF A PARCEL OF GROUND CONVEYED BY DEED TO LESLIE M. HOLBROOK AND RAYMOND R. HOLBROOK RECORDED IN BOOK 45819 PAGE 251 OF OFFICIAL RECORDS, OF SAID COUNTY.

**Assessor's Parcel Number 8167-002-012**

THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARD'S PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT, BEING IN THE CENTER LINE OF LOS NIETOS ROAD 60 FEET WIDE DISTANT SOUTHEASTERLY THEREON 425 FEET FROM THE CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD 40 FEET WIDE; THENCE SOUTHEASTERLY ALONG THE SAID SOUTHWESTERLY LINE, A DISTANCE OF 75.00 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 330 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE SAID SOUTHWESTERLY LINE, A DISTANCE OF 75 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE SAID NORTHWESTERLY LINE A DISTANCE OF 330 FEET TO THE SAID POINT OF BEGINNING.

**Assessor's Parcel Number 8167-002-011**

THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARD'S PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT, BEING IN THE CENTER LINE OF LOS NIETOS ROAD 60 FEET WIDE DISTANT SOUTHEASTERLY THEREON 500 FEET FROM THE CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD 40 FEET WIDE; THENCE SOUTHEASTERLY ALONG THE SAID SOUTHWESTERLY LINE, A DISTANCE OF 70 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE NORTHWESTERLY LINE OF SAID

LOT, A DISTANCE OF 330 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE SAID SOUTHWESTERLY LINE, A DISTANCE OF 70.00 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE SAID NORTHWESTERLY LINE A DISTANCE OF 330 FEET TO THE SAID POINT OF BEGINNING.

**Assessor's Parcel Number 8167-002-044**

THE NORTHWESTERLY 176 FEET, AS MEASURED ALONG THE SOUTHWESTERLY LINE OF THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARD'S PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT, SAID CORNER BEING A POINT IN THE CENTERLINE OF LOS NIETOS ROAD, 60.00 FEET WIDE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 360.00 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 330.00 FEET TO A POINT IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT AND DISTANT 330 FEET NORTHEASTERLY THEREOF, AS MEASURED PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE 233.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST SAID PARALLEL LINE 404.89 FEET TO A POINT, SAID POINT BEING 570.00 FEET MEASURED ALONG THE NORTHWESTERLY PROLONGATION OF SAID PARALLEL LINE SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT, SAID NORTHWESTERLY LINE BEING THE CENTERLINE OF SANTA FE SPRINGS, WHITTIER ROAD, 40.00 FEET WIDE; THENCE SOUTHWESTERLY 290.00 FEET PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT TO A POINT 40.00 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY PARALLEL TO THE SOUTHWESTERLY LINE OF SAID LOT, 404.94 FEET TO A LINE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT AND NORTHWESTERLY THEREOF 593.44 FEET MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOT; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL LINE TO THE TRUE POINT OF BEGINNING.

**Assessor's Parcel Number 8167-002-043**

THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZARD'S PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT, SAID CORNER BEING THE POINT IN THE CENTERLINE OF LOS NIETOS ROAD, 60.00 FEET WIDE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 360.00 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 330.00 FEET TO A POINT IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT AND DISTANT 330 FEET NORTHEASTERLY THEREOF AS MEASURED PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE 233.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST SAID PARALLEL LINE 404.89 FEET TO A POINT, SAID POINT BEING 570.00 FEET MEASURED ALONG THE NORTHWESTERLY PROLONGATION OF SAID PARALLEL LINE, SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT, SAID NORTHWESTERLY LINE BEING THE CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD 40.00 FEET WIDE; THENCE SOUTHWESTERLY 290.00 FEET PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT TO A POINT 40.00 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY PARALLEL TO THE SOUTHWESTERLY LINE OF SAID LOT, 404.94 FEET TO A LINE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT AND NORTHWESTERLY THEREOF 593.44 FEET; MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOT; THENCE NORTHEASTERLY ALONG LAST SAID PARALLEL LINE TO THE POINT OF BEGINNING . EXCEPT THEREFROM THE NORTHWESTERLY 176 FEET AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LAND. ALSO EXCEPT THEREFROM THE SOUTHEASTERLY 75 FEET AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LAND.

**Assessor's Parcel Number 8167-002-042**

THE SOUTHEASTERLY 75 FEET, AS MEASURED ALONG THE SOUTHWESTERLY LINE OF THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARD'S PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT, SAID CORNER BEING A POINT IN THE CENTER LINE OF LOS NIETOS ROAD, 60.00 FEET WIDE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 360.00 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 330.00 FEET TO A POINT IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT AND DISTANT 330 FEET NORTHEASTERLY THEREOF, AS MEASURED PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE 233.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST SAID PARALLEL LINE 404.89 FEET TO A POINT, SAID POINT BEING 570.00 FEET, MEASURED ALONG THE NORTHWESTERLY PROLONGATION OF SAID PARALLEL LINE SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT, SAID NORTHWESTERLY LINE BEING THE CENTERLINE OF SANTA FE SPRINGS-WHITTIER ROAD, 40.00 FEET WIDE; THENCE SOUTHWESTERLY 290.00 FEET PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT TO A POINT 40.00 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY PARALLEL TO THE SOUTHWESTERLY LINE OF SAID LOT, 404.94 FEET TO A LINE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT AND NORTHWESTERLY THEREOF 593.44 FEET, MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOT; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

**Assessor's Parcel Number 8167-002-032**

PARCEL 1: THE NORTHWESTERLY 58.36 FEET, AS MEASURED ALONG THE SOUTHWESTERLY LINE OF THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARD ' S PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT, SAID CORNER BEING A POINT IN THE CENTER LINE OF LOS NIETOS ROAD, 60.00 FEET WIDE; THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 360.00 FEET; THENCE NORTHEASTERLY, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE 290.00 FEET TO A POINT IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT AND DISTANT 330.00 FEET NORTHEASTERLY THEREOF AS MEASURED PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT; THENCE NORTHWESTERLY, ALONG SAID PARALLEL LINE, 233.44 FEET; THENCE SOUTHWESTERLY, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 290.00 FEET TO A POINT IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT AND DISTANT 40.00 FEET NORTHEASTERLY THEREOF; THENCE SOUTHEASTERLY, ALONG SAID PARALLEL LINE 233.44 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES OVER THE NORTHWESTERLY 15.00 FEET OF THE SOUTHEASTERLY 58.36 FEET OF THE NORTHWESTERLY 116.72 FEET, AS MEASURED ALONG THE SOUTHWESTERLY LINE OF THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARD' S PLAT OF THE CULLEN TRACT, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT, SAID CORNER BEING A POINT IN THE CENTER LINE OF LOS NIETOS ROAD, 60.00 FEET WIDE; THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 300.00 FEET; THENCE NORTHEASTERLY, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID PARALLEL LINE 290.00 FEET TO A POINT IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT AND DISTANT 330.00 FEET NORTHEASTERLY THEREOF, AS MEASURED PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE 233.44 FEET; THENCE SOUTHWESTERLY, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 290.00 FEET TO A POINT IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT AND DISTANT 40.00 FEET NORTHEASTERLY THEREOF; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE, 233.44 FEET TO THE TRUE POINT OF BEGINNING.

**Assessor's Parcel Number 8167-002-037**

PARCEL 1: THE SOUTHEASTERLY 58.36 FEET OF THE NORTHWESTERLY 116.72 FEET; AS MEASURED ALONG THE SOUTHWESTERLY LINE OF THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARD'S PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT, SAID CORNER BEING A POINT IN THE CENTERLINE OF LOS NIETOS ROAD, 60.00 FEET WIDE; THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 360.00 FEET; THENCE NORTHEASTERLY, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID PARALLEL LINE, 290.00 FEET TO A POINT IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT AND DISTANT 330.00 FEET NORTHEASTERLY THEREOF, AS MEASURED PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE, 233.44 FEET; THENCE SOUTHWESTERLY, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 290.00 FEET TO A POINT IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT AND DISTANT 40.00 FEET NORTHEASTERLY THEREOF; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE, 233.44 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: AN EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITY PURPOSES, OVER, UNDER, AND ALONG THE SOUTHEASTERLY 15.00 FEET OF THE NORTHWESTERLY 58.36 FEET, AS MEASURED ALONG THE SOUTHWESTERLY LINE OF THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARD'S PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT, SAID CORNER BEING A POINT IN THE CENTERLINE OF LOS NIETOS ROAD, 60.00 FEET WIDE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 360.00 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE 290.00 FEET TO A POINT IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT AND DISTANT 330.00 FEET NORTHEASTERLY THEREOF AS MEASURED PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE, 233.44 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 290.00 FEET TO A POINT IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT AND DISTANT 40.00 FEET NORTHEASTERLY THEREOF; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE, 233.44 FEET TO THE TRUE POINT OF BEGINNING.

**Assessor's Parcel Number 8167-002-041**

THE SOUTHEASTERLY 116.72 FEET, MEASURED ALONG THE SOUTHWESTERLY LINE; OF THAT PORTION OF LOT 5

OF RESURVEY OF GUNN AND HAZZARD' S PLAT OF THE CULLEN TRACT OF THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT, SAID CORNER BEING A POINT IN THE CENTER LINE OF THE LOS NIETOS ROAD, 60.00 FEET WIDE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 360.00 FEET; THENCE NORTHEASTERLY, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE 290.00 FEET TO A POINT IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT AND DISTANT 330.00 FEET NORTHEASTERLY THEREOF AS MEASURED PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE 233.44 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 290.00 FEET TO A POINT IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT AND DISTANT 40.00 FEET NORTHEASTERLY THEREOF; THENCE SOUTHEASTERLY ALONG LAST MENTIONED PARALLEL LINE, 233.44 FEET TO THE TRUE POINT OF BEGINNING.

**Assessor's Parcel Number 8167-002-026 & 8167-002-030 & 8167-002-025 & 8167-002-051**

PARCEL A: THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARD' S PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF SAID LOT, SAID CORNER BEING THE INTERSECTION OF LOS NIETOS ROAD AND SANTA FE SPRINGS ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF LOS NIETOS ROAD A DISTANCE OF 300 FEET; THENCE NORTHEASTERLY PARALLEL TO THE CENTER LINE OF SANTA FE SPRINGS ROAD A DISTANCE OF 500 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY PARALLEL TO THE CENTER LINE OF LOS NIETOS ROAD A DISTANCE OF 125 FEET; THENCE SOUTHWESTERLY PARALLEL TO THE CENTER LINE OF SANTA FE SPRINGS ROAD, A DISTANCE OF 170 FEET; THENCE SOUTHEASTERLY PARALLEL TO THE CENTER LINE OF LOS NIETOS ROAD A DISTANCE OF 843.33 FEET; THENCE NORTHEASTERLY ON A LINE PARALLEL TO THE CENTER LINE OF GREENLEAF AVENUE A DISTANCE OF 835.00 FEET; THENCE NORTH 50 DEGREES 30 MINUTES 00 SECONDS WEST PARALLEL TO THE CENTER LINE OF LOS NIETOS ROAD A DISTANCE OF 968.21 FEET; THENCE SOUTHWESTERLY PARALLEL TO THE CENTER LINE OF SANTA FE SPRINGS ROAD TO A POINT DISTANT NORTHEASTERLY THEREON 757.58 FEET FROM THE SOUTHWESTERLY LINE OF SAID LOT; THENCE NORTHWESTERLY, PARALLEL WITH SAID CENTER LINE OF LOS NIETOS ROAD, A DISTANCE OF 250.00 FEET TO THE SOUTHEASTERLY LINE OF SANTA FE SPRINGS ROAD AS IT EXISTED ON JANUARY 23, 1968; THENCE SOUTHWESTERLY, ALONG SAID ROAD 25.00 FEET; THENCE SOUTHEASTERLY PARALLEL WITH SAID CENTER LINE OF LOS NIETOS ROAD TO A LINE THAT IS PARALLEL WITH THE CENTER LINE OF SANTA FE SPRINGS ROAD AND DISTANT SOUTHEASTERLY 300 FEET THEREFROM, ALSO SAID LINE PASSING THROUGH SAID TRUE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE, TO THE TRUE POINT OF BEGINNING.

PARCEL B: PARCEL 3 OF PARCEL MAP NO.14608, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 149 PAGES 6 TO 8 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**Assessor's Parcel Number 8167-002-050**

PARCEL 2 OF PARCEL MAP NO.14608, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 149 PAGES 6 TO 8 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**Assessor's Parcel Number 8167-002-004**

THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARD' S PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT, SAID CORNER BEING A POINT IN THE CENTER LINE OF LOS NIETOS ROAD (60 FEET WIDE); THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT TO A POINT IN THE NORTHWESTERLY LINE OF SAID LOT, SAID POINT BEING THE CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD, (40 FEET WIDE), AND THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 500 FEET; THENCE SOUTHEASTERLY PARALLEL TO THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 300 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 500 FEET, TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 300 FEET TO THE TRUE POINT OF BEGINNING.

**Assessor's Parcel Number 8167-002-049**

PARCEL 1 OF PARCEL MAP NO.14608, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 149 PAGES 6 THROUGH 8 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

## 8 Appendix C - Copy of Adopting Resolution

RESOLUTION NO. 6968  
A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SANTA FE SPRINGS REGARDING  
THE ADOPTION OF A SPECIFIC PLAN FOR THE WASTE DISPOSAL INC. SITE  
(SPECIFIC PLAN)

WHEREAS, the City of Santa Fe Springs proposes to adopt a Specific Plan to guide the redevelopment of a federally-designated Superfund site known generally as the Waste Disposal Inc. Site ("the Site" or the WDI Site"). The WDI Site is generally described as those properties north of Los Nietos Road, east of Santa Fe Springs Road, west of Greenleaf Avenue, and south of the prolongation of Barton Road. (See attached map marked Exhibit "A") The total acreage of the WDI Site is approximately 38 acres encompassing 22 separate parcels; and

WHEREAS, after study and deliberation by the Department of Planning and Development of the City, the City has prepared a Specific Plan for the Waste Disposal Inc. Site; and

WHEREAS, the Department of Planning and Development of the City, acting as Lead Agency, has prepared an Initial Study for the proposed Specific Plan for the WDI Site. The Initial Study supports the findings of the Negative Declaration that the adoption of the Specific Plan will not have a significant adverse effect on the environment within the meaning as defined in the California Environmental Quality Act (CEQA); and

WHEREAS, the Department of Planning and Development of the City, in addition to contacting Responsible and Trustee Agencies, mailed a copy of the draft Specific Plan, Initial Study, Notice of Intent to Adopt a Negative Declaration, and the proposed Negative Declaration to public agencies that have jurisdiction by law with respect to the project; each city or county that borders on a city or county within the project is located; state, federal, and local agencies that exercise authority over resources that may be affected by the project; and to all parties requesting notice; and

WHEREAS, the Planning Commission, at its meeting of April 26, 2004, held a Public Hearing and studied this matter; and

WHEREAS, Notice of the Public Hearing was given as required by law; and

WHEREAS, the Planning Commission has considered the testimony received at the Public Hearing and studied the facts and circumstances involved in the request to adopt the Specific Plan; and

WHEREAS, the Planning Commission found and determined that the adoption of a Specific Plan for the Waste Disposal Inc. Site would not distort or disturb the harmonious relationships of the land uses shown on the General Plan Map and would not distort the relationship of the various elements of the General Plan; that the Specific Plan is consistent with the overall purpose and objective of the Zoning Ordinance and that the Specific Plan is consistent with the goals, policies and programs of the City's General Plan.

NOW, THEREFORE, be it RESOLVED that the CITY COUNCIL of the CITY OF SANTA FE SPRINGS does hereby RESOLVE, DETERMINE and ORDER AS FOLLOWS:

The City Council hereby adopts the Specific Plan for the federally designated Superfund site known generally as the Waste Disposal, Inc. Site. The Site is generally described as the area north of Los Nietos Road, east of Santa Fe Springs Road, west of Greenleaf Avenue, and south of the prolongation of Barton Road, as shown on the map labeled "Exhibit A" attached hereto and made part of this Resolution.

The City Council hereby instructs the Mayor and City Clerk to certify that said map has been properly adopted by the City Council of the City of Santa Fe Springs.

PASSED and ADOPTED this 13th day of May, 2004 by the following roll call vote:

AYES: Gustavo R. Velasco, Mayor, Betty Putnam, Mayor Pro-Tempore, Louie Gonzalez, Ronald S. Kernes, Joseph D. Serrano, Jr.

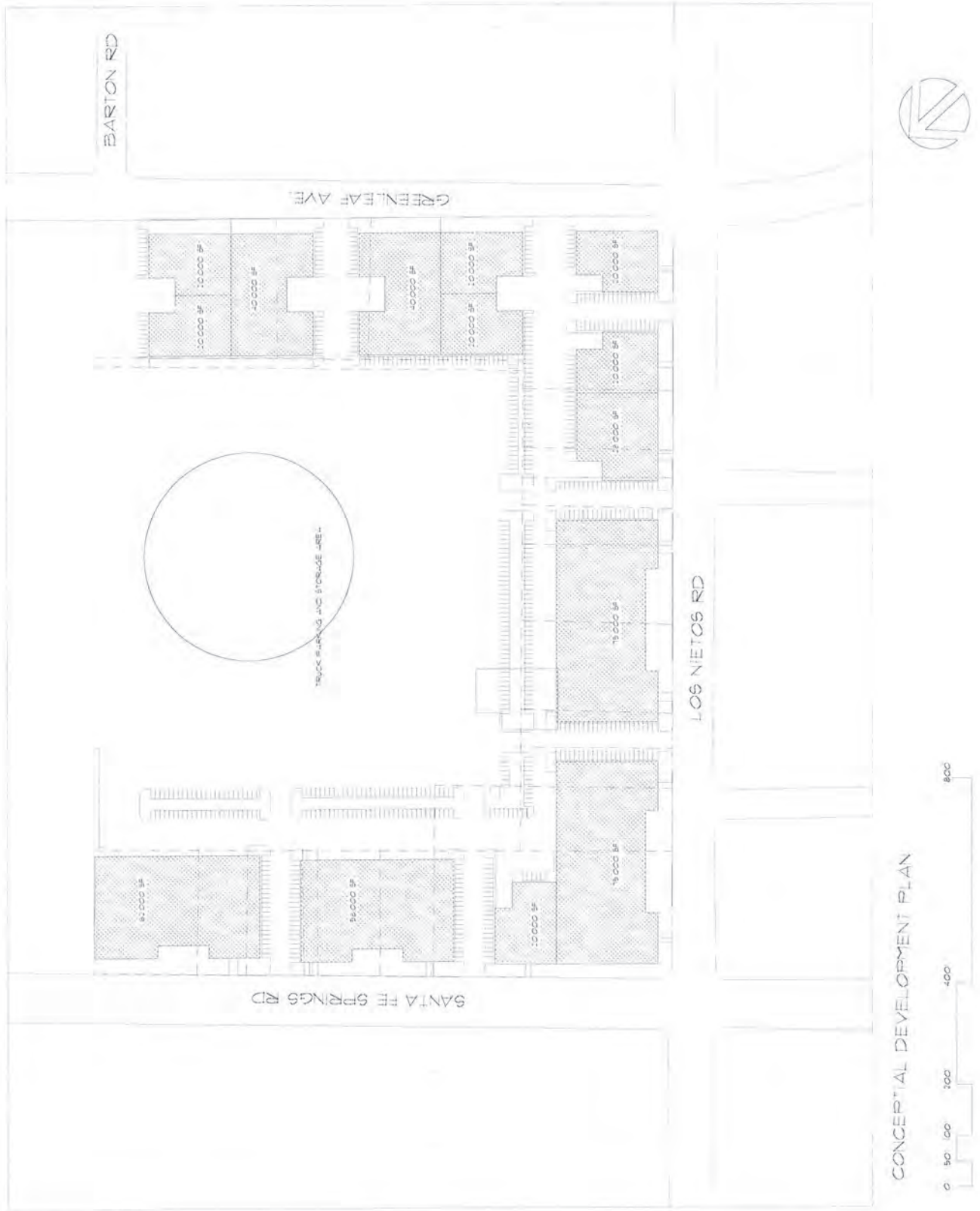
NOES: None ABSENT: None

SS// Gustavo R. Velasco  
Mayor

9 Appendix D – Location of the Dial



# 10 Appendix E – Sample Site Designs



## **11 Appendix F – Ordinance No. 915 Storm Water Mitigation Requirements**

Ordinance No. 915 has been codified and can be found in the Santa Fe Springs Municipal Code, **CHAPTER 52: STORM WATER RUNOFF**. The Municipal code can be assessed by visiting the City's Home Page: [www.santafesprings.org](http://www.santafesprings.org).

## **12 Appendix G – Ordinance No. 914 Recycling Requirements**

Ordinance No. 914 has been codified and can be found in the Santa Fe Springs Municipal Code, **CHAPTER 50: SOLID WASTE PROVISIONS**. The Municipal code can be assessed by visiting the City's Home Page: [www.santafesprings.org](http://www.santafesprings.org).

# 13 Appendix H – Sample Environmental Restriction Covenant

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

Michael J. Skinner  
Trustee of the WDIG Site Trust  
Michael J. Skinner Consulting, LLC  
230 Kings Highway East, #300  
Haddonfield, NJ 08033

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: Assessor's Parcel No. \_\_\_\_\_; \_\_\_\_\_, Santa Fe Springs, CA)

This Covenant and Agreement ("Covenant") is made by and between \_\_\_\_\_ (the "Covenantor"), the current owner of property situated in Santa Fe Springs, County of Los Angeles, State of California, described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"), and the WDIG Site Trust ("WDIG Site Trust" or "Trust"). Pursuant to Civil Code section 1471(c), 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 substances as defined in 42 U.S.C. § 9601(14), pollutants or contaminants under 42 U.S.C. § 9601(33), and in California Health and Safety Code ("H&SC") Section 25260. The Covenantor and the Trust, collectively referred to as the "Parties," hereby agree pursuant to Civil Code section 1471(c) and H&SC section 25355.5 that the use of the Property be restricted as set forth in this Covenant. The Parties further intend that the provisions of this Covenant also be for the benefit of the U.S. Environmental Protection Agency ("EPA") and the California Department of Toxic Substances Control ("DTSC") as third party beneficiaries.

## ARTICLE I

### STATEMENT OF FACTS

1.01. The Property is more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded by Los Nietos Road, Greenleaf Avenue, and Santa Fe Springs Road, in the County of Los Angeles, State of California. This property is more specifically described as Los Angeles County Assessor's Parcel No.: \_\_\_\_\_.

1.02. The Property is a portion of the Waste Disposal, Inc. Superfund Site and was listed on the National Priority List on July 22, 1987 by EPA. A map of the Site is attached as Exhibit B. Remediation of the Site is being conducted pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq ("CERCLA"). EPA has selected a remedy for the Site, which is documented in the Amended Record of Decision ("Amended ROD") signed by EPA on June 21, 2002. The remedy includes construction of a RCRA-equivalent cap over the reservoir area in Area 2, use of engineered caps in portions of Areas 1, 2, 4, 5, 6, 7, and 8, installation and use of an active soil vapor extraction system and/or a soil gas monitoring system, use of a liquids collection system under the RCRA-equivalent cap, institutional controls, engineering controls in buildings overlying buried waste or soil gas noncompliance areas, use of in-business ambient air monitoring, long-term soil gas monitoring, long-term groundwater monitoring, and long-term operations, maintenance and monitoring. The Administrative Record for the Site is available for review at the Santa Fe Springs Public Library located at 11700 Telegraph Road in Santa Fe Springs, and at EPA's Region IX Records Center, located at 95 Hawthorne St., San Francisco, CA 94104.

1.03. Because waste will remain in place at the Site, EPA selected institutional controls as part of the remedy selected in the Amended ROD. The institutional controls will be implemented in order to ensure the long-term integrity of the remedy and to prevent exposure to waste remaining at the site. The Amended ROD provides for restrictive environmental covenants to be recorded on the properties at the Site to fulfill the purposes of protecting the remedy and preventing certain activities on and uses of the properties.

## ARTICLE II

### DEFINITIONS

- 2.01. DTSC. "DTSC" means the California Department of Toxic Substances Control and includes its successor agencies, if any.
- 2.02. EPA. "EPA" means the United States Environmental Protection Agency and includes its successor agencies, if any.

2.03. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to or an ownership interest in, all or any portion of the Property.

2.04. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property, and their successors in interest.

2.05. CERCLA Lead Agency. "CERCLA Lead Agency" means the governmental entity having the designated lead responsibility to implement response action under the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. EPA is the CERCLA Lead Agency at the time of the recording of this instrument.

2.06. WDIG Site Trust. "WDIG Site Trust" means the grantee and Covenantee of this environmental restriction and its Trustee, and their successors in interest.

2.07. Waste Materials. "Waste Materials" means (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); (4) any "hazardous substance" under California Health and Safety Code §§ 25316 and 25317; and (5) all material identified as waste or sump material in site investigations conducted prior to the date this Covenant is recorded, irrespective of whether it is classified as a hazardous substance, pollutant or contaminant, or solid waste under the above statutes.

### ARTICLE III

#### GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Covenantor covenants that each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of and enforceable by the WDIG Site Trust (d) is for the benefit of EPA and DTSC as third party beneficiaries, and (e) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all Owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive Owners of the Property are expressly bound hereby for the benefit of the WDIG Site Trust, EPA, and DTSC.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease, sublease, assignment or other transfer of the Property, or any portion thereof, the Owner or Occupant or any other, lessor, sublessor, assignor or other transferor shall give the buyer, lessee, sublessee, assignee or other transferee written notice that hazardous substances are located on or beneath the Property, and provide written notice thereof to the WDIG Site Trust, EPA and DTSC.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases, assignments, or other transfers of all or any portion of the Property which are hereafter executed or renewed. Further, each Owner or Occupant shall include in any instrument conveying any interest in all or any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTION AND COVENANT TO RESTRICT USE OF PROPERTY, RECORDED IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, ON \_\_ [DATE] \_\_, AS INSTRUMENT NO. \_\_\_\_\_, IN FAVOR OF AND ENFORCEABLE BY THE WDIG SITE TRUST, AND FOR THE BENEFIT OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY AND THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL.**

3.05. Conveyance of Property. The Owner shall provide notice to the WDIG Site Trust, and to EPA and DTSC not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The WDIG Site Trust, EPA, and DTSC shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect such proposed conveyance, except as otherwise provided by law, by administrative order, consent decree or by a specific provision of this Covenant.

### ARTICLE IV

#### RESTRICTIONS

4.01. New or Modified Buildings. The Covenantor covenants that if Owner or an Occupant constructs a new building or other permanent structure on the Property, or substantially modifies an existing building or other permanent structure on the Property, and such modification requires a City of Santa Fe Springs building or other land use permit, Owner or Occupant shall implement and maintain any necessary engineered capping system(s) and any necessary engineering control(s) related to the new or modified building or other permanent structure, in conformance with the provisions of the Amended ROD and as specified by EPA. Such capping system and engineering controls shall be implemented only with the

prior written approval of EPA.

4.02 Prohibited Uses The Property shall not be used in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the remedial measures to be performed pursuant to the Amended ROD or any future response actions required by EPA. Owner and Occupants shall ensure compliance by all users of the Property with the following land/water use restrictions, except as otherwise authorized by EPA to implement the remedy selected in the Amended ROD or any future response action required by EPA.

- (a) Placement of warning signs or other posted information shall be allowed and, once posted, no removal or interference with such signs or information shall be permitted.
- (b) Placement of site access controls, such as gates or fencing, shall be allowed and shall not be damaged or circumvented.
- (c) The Property shall not be used in any manner that may interfere with or affect the integrity of the remedial cap or other components of the remedy, as constructed pursuant to the Amended ROD.
- (d) Construction not approved by EPA that impacts any of the remedial capping or other remedy components shall not occur.
- (e) No interferences with or alterations to the grading, vegetation and surface water and drainage controls shall be made.
- (f) Portions of the Property underlain by Waste Materials and in soil gas noncompliance areas shall not be regraded.
- (g) Areas of asphalt or concrete pavement shall not be removed or improved.
- (h) No penetrations through or interferences (including, but not limited to, utility trench excavations, excavations for fence posts, excavations for planting trees or large bushes, foundation excavations, and foundation piles) with the remedial cap or any other areas with remedial controls shall be made.
- (i) Deep-rooting plants (plants whose root systems will penetrate more than two feet below ground surface) shall not be planted.
- (j) Obtain approval from EPA for settings of irrigation controls in areas underlain by Waste Materials. Such settings shall not be changed without the prior written approval of EPA in accordance with Section 5.01 unless such settings are approved by EPA as part of the remedy selected in the Amended ROD.
- (k) Drainage channels and pipes shall not be blocked, rerouted or otherwise interfered with.
- (l) No new openings shall be made in building floor slabs in buildings located over Waste Materials or over soil gas noncompliance areas.
- (m) Integrity of existing and future foundations shall be maintained in areas underlain by Waste Materials and in soil gas noncompliance areas. All cracks or damage in such foundations shall be reported to the WDIG Site Trust and EPA and the Covenantor covenants that such cracks or damage shall be repaired by the Owner or Occupant.
- (n) Indoor gas controls shall not be circumvented.
- (o) Indoor gas sensors or alarms shall not be turned off or interfered with.
- (p) Soil gas control systems shall not be turned off or interfered with.
- (q) Monitoring points, including but not limited to groundwater monitoring wells, soil gas probes, reservoir leachate collection wells, soil gas vents, and survey monuments, shall not be blocked or otherwise obstructed.
- (r) Monitoring wells shall not be opened; nothing shall be placed into the monitoring wells.
- (s) Liquids recovery systems, liquids treatment systems, and treated liquids storage facilities shall not be turned off or interfered with.
- (t) Groundwater supply or monitoring wells shall not be constructed.
- (u) Owners of the Property shall disclose all land/water use restrictions to all Occupants on the property.
- (v) Owners shall inform the WDIG Site Trust and EPA of the identities of all Occupants on the Property.
- (w) During construction, excavation, or grading of any type on the Property, Owner or Occupant shall take measures to ensure that there is no offsite migration of dust, odors or organic vapors. During such activities, Owner or Occupant shall take appropriate measures to protect the health and welfare of onsite personnel and workers and to prevent offsite impacts.
- (x) Owner or Occupant must obtain prior written approval for all building or site modifications on the Property from EPA in accordance with Section 4.01 and Section 5.01.
- (y) Owner or Occupant shall not excavate Waste Materials on the Site, except as authorized by EPA.
- (z) No new construction shall occur on the Property without the prior written approval of EPA in accordance with Section 5.01 and the following requirements:
  - (i) New construction shall be supported by subsurface explorations and analytical laboratory data to characterize the construction area for the possible existence of Waste Materials.
  - (ii) If Waste Materials are discovered in the construction area, they shall be remediated or buildings and structures must be appropriately designed to protect occupants.
  - (iii) Appropriate worker and public health and safety precautions, including but not limited to dust control, safety plans, and other

forms of worker protection, must be taken prior to approval of construction.

- (aa) Boreholes, foundation piles, or other subsurface penetrations into the reservoir or any other area of the site which could create conduits allowing Waste Materials to migrate to groundwater shall not be made.
- (bb) Construction workers shall be provided with appropriate personal protective equipment while they are working at the site.
- (cc) Pesticides or herbicides shall not be applied to the capped areas of the site or to areas surrounding monitoring points, except as approved by EPA for use in implementing the remedy selected in the Amended ROD.
- (dd) Use of any septic tanks on the property shall be discontinued and such tanks shall be decommissioned in accordance with local regulations.
- (ee) The Property shall not be used or redeveloped for residential use; use as a hospital, school for people aged 21 and under, or day care center; or other uses by sensitive receptors.

4.03. Access for the WDIG Site Trust. The WDIG Site Trust and EPA, and through them, their respective employees, agents, contractors, subcontractors, consultants, and other third parties authorized by the WDIG Trust and EPA shall have reasonable right of entry and access to the Property for implementing any response actions, inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by EPA in order to protect the public health or safety, or the environment. Such activities shall include, but not be limited to:

- (a) Maintaining and monitoring the remedial action selected in the Amended ROD;
- (b) Verifying any data or information submitted to EPA;
- (c) Conducting investigations relating to Waste Materials at or near the Property;
- (d) Obtaining samples;
- (e) Assessing the need for, planning, or implementing additional response actions at or near the Property, if authorized by EPA;
- (f) Assessing implementation of quality assurance and quality control practices as defined in the Quality Assurance Project Plans approved by EPA for the remedial actions;
- (g) Implementing the remedy selected in the Amended ROD;
- (h) Assessing Owner's or Occupant's compliance with this Covenant; and
- (i) Determining whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, in accordance with the Amended ROD.

Nothing in this instrument shall limit or otherwise affect EPA's right of entry and access, or EPA's authority to take response actions under CERCLA, the National Contingency Plan, 40 C.F.R. Part 300, and its successor provisions, or any federal law.

4.04. Enforcement. The WDIG Site Trust shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process and injunctive relief. Failure of the Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the WDIG Site Trust to require that the Covenantor, Owner, or Occupant modify or remove any improvements ("Improvements" herein shall mean all buildings, other structures, landscaping, roads, driveways, and paved parking areas) constructed or placed upon any portion of the Property in violation of the Restrictions. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA or state law, and violation of this Covenant shall be grounds for the WDIG Site Trust to file civil actions as provided by law or equity. The WDIG Site Trust for itself and on behalf of any person or entity responsible for any response action authorized or required by EPA (collectively "Responsible Parties") shall be entitled to recover damages for any violation of the terms of this Covenant, including but not limited to, the costs incurred by the WDIG Site Trust or by the Responsible Parties to repair any damage to any remedial facilities or any other feature of any response action or to perform the maintenance of the Improvements, and any expenditures incurred by the Trust or such Responsible Parties to reimburse EPA for the agencies' oversight and enforcement costs related to this Covenant or violations thereof. Enforcement of the terms of this Covenant shall be at the discretion of the Covenantor and the third party beneficiaries and any forbearance, delay or omission to exercise their rights under this Covenant for breach hereof shall not be deemed a waiver by them of any such breach or subsequent breach of any term of this Covenant, or of any of their rights under this Covenant.

4.05 Attorneys' Fees. The WDIG Site Trust shall be entitled to recover its attorneys' fees and any costs from Owner and/or Occupant for any efforts, including but not limited to any legal actions, by the WDIG Site Trust to enforce the terms of this Covenant if the WDIG Site Trust prevails in such efforts or legal action.

## ARTICLE V

### EXCEPTIONS, TERMINATION, AND TERM

5.01 Exceptions to Land/Water Use Restrictions. If Owner or an Occupant seeks an exception to the land/water use restrictions in

Section 4.01, Owner or Occupant shall obtain the prior written approval of EPA. Owner or Occupant shall submit a request in writing to EPA and to DTSC, with all necessary supporting documentation (such documentation may include appropriate design documents, work plans, and/or calculations). EPA shall respond to such request within a reasonable time, by: 1) providing written approval for the exception; 2) requesting further information in support of the request; 3) providing written approval of the exception with modification; or 4) denying the request. The decision of EPA shall be final and shall not be subject to judicial review. If requested by EPA, any approved exception shall be recorded in the Official Records of Los Angeles County in an Amended and restated Covenant by the person or entity granted the exception.

5.02 Modification. The land/water use restrictions of this Covenant may only be modified upon the written agreement of the Owner and the WDIG Site Trust, with the prior express written approval of EPA. Such modifications shall become effective when they are incorporated into this Covenant and such modified and restated Covenant is executed by Owner and the WDIG Site Trust and recorded by the Owner.

5.03 Termination. Covenantor, or any other aggrieved person, may apply to the EPA for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. The decision of EPA regarding any such request shall be final and not subject to judicial review.

5.04 Term. Unless ended in accordance with the Termination paragraph above or by law, this Covenant shall continue in effect in perpetuity.

5.05 Assignment. The WDIG Site Trust, EPA and DTSC may freely assign their interests in this Covenant to any other parties without the approval of the Covenantor. The WDIG Site Trust shall obtain the written consent of EPA prior to any assignment of its interests under this Covenant.

#### ARTICLE VI

#### MISCELLANEOUS

6.01. No Dedication or Taking. 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. Further, nothing set forth in this Covenant shall be construed to effect a taking under state or federal law.

6.02. 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 Owner:

To WDIG Site Trust:

Michael J. Skinner  
Trustee of the WDIG Site Trust  
Michael J. Skinner Consulting, LLC  
230 Kings Highway East, #300  
Haddonfield, NJ 08033

To EPA:

Russell Mechem  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne St.  
San Francisco, CA 94105  
Re: WDI Superfund Site  
Sarah E. Mueller  
Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne St.  
San Francisco, CA 94105  
Re: WDI Superfund Site

To DTSC:

Sara Amir  
Chief, Southern California Cleanup Operations Branch  
Department of Toxic Substances Control  
1011 N. Grandview Ave.  
Glendale, CA 91201

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.

6.03. Partial Invalidity. If any portion of the Restrictions or other terms set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant, or the application of such portions to persons or circumstances other than those to which it is found to be invalid, shall remain in full force and effect as if such portion found invalid had not been included herein.

6.04. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

6.05. Third Party Beneficiary. EPA's and DTSC's rights as third party beneficiaries of this Covenant shall be construed pursuant to principles of contract law under the statutory and common law of the State of California.

6.06. Statutory References. All statutory references include successor provisions.

6.07. Waiver of Certain Defenses. Covenantor hereby waives any defense of laches, estoppel or prescription.

6.08. Covenants. Covenantor hereby covenants to and with the Covenantee that the Covenantor is the owner in fee of the Property; that Covenantor has a good and lawful title and has the right and power to impose this Covenant on the Property; that the Property is free and clear of encumbrances as of the date hereof, except [List any agreed-to exceptions]. Notwithstanding the foregoing, nothing herein shall prevent, preclude, limit or otherwise restrict the filing or recording against the Property of any liens (including but not limited to mortgages, deeds of trust and/or security agreements), encumbrances, covenants, conditions, restrictions, or other documents or instruments, provided that any such liens, encumbrances, covenants, conditions, restrictions, or other documents or instruments shall be subject and subordinate to this Covenant.

6.09. Controlling Law. Except as otherwise provided in Section 7.06, the interpretation and performance of this Covenant shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of California.

6.10. Joint Obligations. If there are two or more parties identified as Covenantor in the Covenant, the obligations imposed by this Covenant upon them shall be joint and several.

6.11. Captions. The captions in this Covenant have been inserted solely for convenience of reference and are not a part of this Covenant and shall have no effect upon construction or interpretation.

6.12. Counterparts. The parties may execute this Covenant in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor:

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

WDIG Site Trust:

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

before me \_\_\_\_\_, personally appeared

\_\_\_\_\_

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Exhibit A

PARCEL NUMBER \_\_\_\_\_

Legal Description:

## **14 Appendix I – Soil Screening Guidelines & Site Mitigation Procedures for Industrial Sites**

On July 22, 2004 the Santa Fe Springs City Council adopted ORDINANCE NO. 961:

**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS ADDING NEW SECTION 97.800 TO CHAPTER 97 OF THE CITY CODE TO CODIFY THE REQUIREMENT FOR COMPLIANCE WITH THE CITY'S SOIL ASSESSMENT AND REMEDIATION GUIDELINES FOR COMMERCIAL/INDUSTRIAL SITES**

The Soil Assessment and Remediation Guidelines approved by the City Council with the adoption of Ordinance No. 961, can be found on the City's website, by accessing the Fire Department Home Page and linking to the CUPA-related documents.

APPENDIX 6 TO ADMINISTRATIVE SETTLEMENT AGREEMENT FOR RESPONSE  
ACTION AND PAYMENT OF RESPONSE COSTS BY BONA FIDE PROSPECTIVE  
PURCHASER BETWEEN EPA AND GREENLEAF

[US EPA Comfort Letter Dated December 18, 2018]



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 Hawthorne Street  
San Francisco, CA 94105

December 18, 2018

Fernando Villa  
Allen Matkins Leck Gamble Mallory & Natsis LLP  
865 South Figueroa Street, Suite 2800  
Los Angeles, CA 90017

**RE: Property: 12128 Burke Street, Santa Fe Springs, CA  
Superfund Site: WDI Superfund Site**

Dear Mr. Villa:

I am writing in response to your inquiry to the U.S. Environmental Protection Agency ("EPA") concerning seven parcels comprising approximately 25.32 acres in Santa Fe Springs, California (the "Property") within the WDI Superfund Site (the "WDI Site" or "Site"), and your request for a comfort/status letter addressing potential liability at the Property. In your inquiry, you explained that CenterPoint Properties is interested in purchasing the Property subject to the protections afforded by the bona fide prospective purchaser ("BFPP") provision in Section 107(r) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601 et seq. ("CERCLA") and seeks information on the BFPP provision and "reasonable steps" that would need to be taken at the Property pursuant to Section 101(40)(D) of CERCLA in connection with the Site. EPA understands that CenterPoint Properties intends to use the Property for industrial/commercial purposes, which may include a warehouse distribution center and associated parking.

The purpose of this comfort/status letter is to provide you with information that the EPA has about the Property and potentially applicable federal Superfund statutory and regulatory provisions and Agency policies, as of the date of this letter. Under CERCLA (commonly referred to as Superfund), the EPA's mission is to protect human health and the environment from the risks posed by contaminated or potentially contaminated lands. In doing so, it is the Agency's priority to return lands to productive reuse. The EPA is issuing this letter consistent with EPA's current guidance.

## **WDI Site Background and Property Status**

The WDI Superfund Site is located at 12731 East Los Nietos Road, in Santa Fe Springs, California, on an approximately 38-acre parcel of land. It is bordered on the northwest by Santa Fe Springs Road, on the northeast by St. Paul High School and a warehouse, on the southwest by Los Nietos Road, and on the southeast by Greenleaf Avenue. The WDI Superfund Site is comprised of 22 parcels consisting of various businesses and vacant properties. Owners and tenants operate small businesses that are located around the perimeter of the WDI Superfund Site. A high school with athletic fields (St. Paul High School) is located immediately adjacent to the northeast corner of the Site, and a residential area is located across Greenleaf Avenue to the east.

The Site contains a buried, 42 million-gallon capacity, concrete-lined reservoir that was originally constructed for crude petroleum storage. The reservoir was decommissioned in the late 1920s but was used until the mid-1960s for disposal of a variety of hazardous substances, including both liquid and solid wastes. Wastes disposed of at the Site include petroleum-related chemicals, solvents, sludges, construction debris, drilling muds, and other waste materials. In 1993, the EPA issued a Record of Decision that selected an environmental remedy to address soils and subsurface soil vapor at the Site, and in June 2002, the EPA issued an amended Record of Decision that modified the remedy and also included provisions to address groundwater. Responsible parties collectively known as the WDI Group completed the construction of the selected remedy in 2005, and the remedy has successfully contained on-site waste, blocked exposure pathways, and prevented direct exposure to contaminated soils. The WDI Group continues to be responsible for operating and maintaining the remedy.

Information on sites that are potentially hazardous and may warrant action under Superfund, including site-specific documents and fact sheets, is recorded by the EPA in the Superfund Enterprise Management System (SEMS), which may be accessed at this internet address: <http://cumulis.epa.gov/supercpad/cursites/srchsites.cfm>. SEMS is a public access database that contains non-enforcement confidential information about sites where there has been some EPA involvement under Superfund. A Site specific database also exists at: <https://cumulis.epa.gov/supercpad/cursites/csitinfo.cfm?id=0902140>. Information regarding the WDI Site can be found on SEMS and in the document repository located at the Santa Fe Springs City Library, 11700 Telegraph Rd., Santa Fe Springs, CA 90670. or in the document repository located at the EPA Superfunds Records Center, 75 Hawthorne Street, San Francisco, California 94105.

## **CERCLA's Bona Fide Prospective Purchaser Liability Protection**

CERCLA was amended in 2002 to allow certain parties who purchase contaminated or potentially contaminated properties to buy such properties and to avoid potential CERCLA liability if they qualify as "bona fide prospective purchasers" (or "BFPPs"). The BFPP provision within CERCLA states that a person who acquires property after January 11, 2002, and that otherwise meets the criteria of 42 U.S.C. § 9601(40) shall not be liable as an owner or operator under CERCLA. See 42 U.S.C. § 9607(r)(1). The BFPP provision is designed to be self-implementing, meaning the purchaser is responsible for achieving and maintaining BFPP status.

To assist the purchaser and their legal counsel, the EPA has issued guidance regarding some of the criteria landowners must meet in order to qualify for the BFPP protections under CERCLA. See *Interim Guidance Regarding Criteria Landowners Must Meet in Order to Qualify for Bona Fide Prospective Purchaser, Contiguous Property Owner, or Innocent Landowner Limitations on CERCLA Liability (Common Elements)* (Mar. 6, 2003) (“Common Elements Guidance”), which can be found at <http://www.epa.gov/enforcement/interim-guidance-common-elements-landowner-criteria-qualify-bfpp-cpo-or-ilo-superfund>. CERCLA requires a party to perform “all appropriate inquiries” prior to acquiring real property. There are also other BFPP requirements such as providing certain notices, taking “reasonable steps,” providing cooperation, assistance, and access, and complying with institutional controls.

To qualify as a BFPP, a purchaser such as CenterPoint Properties must, among other requirements, take “reasonable steps” with respect to stopping continuing releases, preventing threatened future releases, and preventing or limiting human, environmental, or natural resources exposure to earlier releases as required by CERCLA § 101(40)(D). You have asked what actions, if any, should be taken to satisfy the “reasonable steps” criterion with respect to the Property.

Based on the information EPA has evaluated to date, EPA believes that, for an owner of the Property, the following would be appropriate reasonable steps with respect to the hazardous substance contamination found at the property:

1. Accommodation and protection of the existing final remedy in any future construction at the WDI Superfund site, including engineered capping systems, soil vapor collection and treatment systems, groundwater and soil vapor monitoring wells, institutional controls, long-term operations and maintenance, and long-term groundwater monitoring;
2. Providing information and data as EPA may request pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e);
3. Providing detailed work plans, design documents, and progress reports to EPA in sufficient time and manner to allow EPA to review the work and ensure that site investigations, construction, and future operations will not adversely impact the existing remedy or create risks to human health and the environment;
4. Appropriate handling, monitoring, and disposal of potentially contaminated soil, leachate, soil vapor, and groundwater encountered within the Property;
5. Compliance with institutional controls recorded with Los Angeles County as environmental restrictive covenants (ERCs) for parcels within the Property, including prohibitions against certain construction activities without written EPA approval;
6. Obtaining EPA approval on plans for buildings or other structures, including related systems and parking areas, prior to construction that may create or impact the existing remedy; and
7. Obtaining EPA approval prior to any investigation, monitoring, excavation, or construction activities that potentially may impact existing CERCLA remedies as described in the land use covenants that have been recorded for the Property.

If additional information regarding the nature and extent of hazardous substance contamination at the Property becomes available, additional actions may be necessary to satisfy the “reasonable steps” criterion. You should ensure that you are aware of the condition of the Property so that you are able to take reasonable steps with respect to any hazardous substance contamination. In particular, if new areas of contamination are identified, you should ensure that reasonable steps are undertaken. Further, you should be aware of the other continuing obligation requirements of CERCLA § 101(40), including providing full cooperation, assistance, and access to the EPA, respective state agencies and responsible parties, including the WDI Group, for remedial activities within the Property that may include continued long-term operations, maintenance, and monitoring. You will need to assess whether you satisfy each of the statutory conditions for the BFPP provision, and continue to meet the applicable conditions.

### **BFPP Liability Protection Applicable to Tenants**

You have advised that you may lease the Property to tenants. Under section 101(40), the definition of a BFPP includes a party who acquires a leasehold interest in a property after January 11, 2002, which is not designed to avoid liability, and who meets certain conditions and criteria. Your tenants and their legal counsel will need to assess whether they satisfy the conditions and criteria to qualify as a BFPP.

A tenant seeking to qualify as a BFPP also must take “reasonable steps” related to stopping continuing releases, preventing threatened future releases, and preventing or limiting human, environmental, or natural resources exposure to earlier releases as required by CERCLA § 101(40)(D). “Reasonable steps” applicable to a tenant would include the activities stated above.

### **Windfall Lien Pursuant to CERCLA § 107(r)**

To the extent that EPA’s response action increases the fair market value of a property, the EPA may have a windfall lien against that property under CERCLA § 107(r). The windfall lien is limited to the increase in fair market value attributable to the EPA’s response action, capped by the EPA’s unrecovered response costs.

On July 16, 2003, the EPA issued a policy titled the *EPA Interim Enforcement Discretion Policy Concerning “Windfall Liens” Under Section 107(r) of CERCLA* (“Windfall Lien Policy” or the “Policy”). This Policy provides that the EPA, in an exercise of its enforcement discretion, will generally not assert a Section 107(r) windfall lien when the conditions and criteria described in the Windfall Lien Policy for not asserting a windfall lien are met. The EPA has not asserted a windfall lien under Section 107(r) of CERCLA on this Property. Further, EPA believes that your situation falls within several sections of the Policy that describe circumstances when EPA will generally not seek to assert a windfall lien. In accordance with Policy, the EPA will generally not assert a windfall lien where a bona fide prospective purchaser acquires the property at fair market value after cleanup.

Also, in accordance with the Policy, EPA will generally not assert a windfall lien if EPA has resolved the liability of an owner who is liable under CERCLA § 107(a)(1), pursuant to a

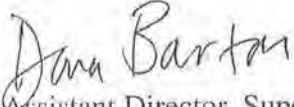
settlement or successful recovery of response costs that took into account the full value of the property as if the cleanup were complete, including any potential windfall from EPA's cleanup activity. The Windfall Lien Policy can be found at <http://www.epa.gov/enforcement/interim-guidance-enforcement-discretion-concerning-windfall-liens-cercla-section-107r>.

The EPA generally issues Superfund comfort/status letters to facilitate the cleanup and reuse of contaminated or formerly contaminated properties. This comfort/status letter is intended to help you make informed decisions by providing you with the Superfund information that the EPA has about the Property and by identifying the CERCLA statutory protections, guidance, resources, and tools that may be potentially available for the Property. This letter also addresses any site-specific reasonable steps at the Property necessary to satisfy the "reasonable steps" criterion discussed in the above-referenced Common Elements Guidance. This letter does not provide a release from CERCLA liability or a determination of BFPP status, but only provides information with respect to the statutory requirements and the specific reasonable steps necessary at the properties based on the information EPA has available. This letter is based on the nature and extent of contamination known to the EPA at this time and is provided solely for informational purposes.

This letter is not intended to limit or affect the EPA's authority under CERCLA or any other law or to provide a release from CERCLA liability. The EPA encourages you to consult with legal counsel, an environmental professional, and the appropriate state or local environmental protection agency before taking any action to acquire, clean up, or reuse potentially contaminated property. It is your responsibility to ensure that the proposed use of the Property complies with any federal, state and local laws or requirements that may apply.

EPA supports appropriate reuse of contaminated properties and hopes the information in this letter is useful to you. If you have any additional questions or wish to discuss this information further, please feel free to contact J. Andrew Helmlinger of EPA's Office of Regional Counsel at (415) 972-3904.

Dana Barton

  
Assistant Director, Superfund Division  
Environmental Protection Agency, Region 9

cc: J. Andrew Helmlinger, EPA ORC  
Russell Mechem, EPA SFD

APPENDIX 7 TO ADMINISTRATIVE SETTLEMENT AGREEMENT FOR RESPONSE  
ACTION AND PAYMENT OF RESPONSE COSTS BY BONA FIDE PROSPECTIVE  
PURCHASER BETWEEN EPA AND GREENLEAF

[Restrictive Covenant for Assessor's Parcel Nos. 8167-002-025, 8167-002-026, 8167-002-030,  
and 8167-002-051]

This page is part of your document - DO NOT DISCARD



20071437318

Pages: 045



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

Fee: 138.00  
Tax: 0.00  
Other: 0.00  
Total: 138.00

06/14/07 AT 08:00AM

Title Company

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

RECORDING REQUESTED BY:  
Fernando Villa, Esq.  
Greenberg Traurig LLP  
2450 Colorado Ave., Suite 400E  
WHEN RECORDED, MAIL TO:

Michael J. Skinner  
Trustee of the WDIG Site Trust  
Michael J. Skinner Consulting, LLC  
230 Kings Highway East, #300  
Haddonfield, NJ 08033



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(RE: ASSESSOR'S PARCEL NOS. 8167-002-025, 8167-002-026, 8167-002-030, 8167-002-051,  
SANTA FE SPRINGS, CA)

EXECUTED IN COUNTERPART

This document filed for recording  
by Chicago Title Insurance and trust  
as an accommodation only. It has not  
been examined as to its execution or  
as its effect upon the title.

71065109-x49

3

RECORDING REQUESTED BY:  
Fernando Villa, Esq.  
Greenberg Traurig LLP  
2450 Colorado Ave., Suite 400E  
Santa Monica, CA 90404

WHEN RECORDED, MAIL TO:

Michael J. Skinner  
Trustee of the WDIG Site Trust  
Michael J. Skinner Consulting, LLC  
230 Kings Highway East, #300  
Haddonfield, NJ 08033

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY  
ENVIRONMENTAL RESTRICTION

(Re: Assessor's Parcel Nos. 8167-002-025, 8167-002-026, 8167-002-030, 8167-002-051, Santa Fe Springs, CA)

This Covenant and Agreement ("Covenant") is made by and between the Pitts Grandchildrens' Trust and the Adeline R. Bennett Living Trust (the "Covenantors"), the current owners of property situated in Santa Fe Springs, County of Los Angeles, State of California, described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"), and the WDIG Site Trust ("WDIG Site Trust" or "Trust"). Pursuant to Civil Code section 1471(c), 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 substances as defined in 42 U.S.C. § 9601(14), pollutants or contaminants under 42 U.S.C. § 9601(33), and in California Health and Safety Code ("H&SC") Section 25260. The Covenantors and the Trust, collectively referred to as the "Parties," hereby agree pursuant to Civil Code section 1471(c) and H&SC section 25355.5 that the use of the Property be restricted as set forth in this Covenant. The Parties further intend that the provisions of this Covenant also be for the benefit of the U.S. Environmental Protection Agency ("EPA") and the California Department of Toxic Substances Control ("DTSC") as third party beneficiaries.

Exhibit B attached  
Exhibit C attached

07 1437518

ARTICLE I  
STATEMENT OF FACTS

1.01. The Property is more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded by Los Nietos Road, Greenleaf Avenue, and Santa Fe Springs Road, in the County of Los Angeles, State of California. The Property consists of four parcels of property and is more specifically described as Los Angeles County Assessor's Parcel Nos.: 8167-002-025, 8167-002-026, 8167-002-030, and 8167-002-051.

1.02. The Property is a portion of the Waste Disposal, Inc. Superfund Site and was listed on the National Priority List on July 22, 1987 by EPA. A map of the Site is attached as Exhibit B. Remediation of the Site is being conducted pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq* ("CERCLA"). EPA has selected a remedy for the Site, which is documented in the Amended Record of Decision ("Amended ROD"), signed by EPA on June 21, 2002. The remedy includes construction of a RCRA-equivalent cap over the reservoir area in Area 2, use of engineered caps in portions of Areas 1, 2, 4, 5, 6, 7, and 8, installation and use of an active soil vapor extraction system and/or a soil gas monitoring system, use of a liquids collection system under the RCRA-equivalent cap, institutional controls, engineering controls in buildings overlying buried waste or soil gas noncompliance areas, use of in-business ambient air monitoring, long-term soil gas monitoring, long-term groundwater monitoring, and long-term operations, maintenance and monitoring. The Administrative Record for the Site is available for review at the Santa Fe Springs Public Library located at 11700 Telegraph Road in Santa Fe Springs, and at EPA's Region IX Records Center, located at 95 Hawthorne St., San Francisco, CA 94105.

1.03 Because waste will remain in place at the Site, EPA selected institutional controls as part of the remedy selected in the Amended ROD. The institutional controls will be implemented in order to ensure the long-term integrity of the remedy and to prevent exposure to waste remaining at the site. The Amended ROD provides for restrictive environmental covenants to be recorded on the properties at the Site to fulfill the purposes of protecting the remedy and preventing certain activities on and uses of the properties.

07 1437318

6

ARTICLE II  
DEFINITIONS

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

2.02. EPA. "EPA" means the United States Environmental Protection Agency and includes its successor agencies, if any.

2.03. Owner. "Owner" means each Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to or an ownership interest in, all or any portion of the Property.

2.04. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property, and their successors in interest.

2.05. CERCLA Lead Agency. "CERCLA Lead Agency" means the governmental entity having the designated lead responsibility to implement response action under the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. EPA is the CERCLA Lead Agency at the time of the recording of this instrument.

2.06. WDIG Site Trust. "WDIG Site Trust" means the grantee and Covenantee of this environmental restriction and its Trustee, and their successors in interest.

2.07. Waste Materials. "Waste Materials" means (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); (4) any "hazardous substance" under California Health and Safety Code §§ 25316 and 25317; and (5) all material identified as waste or sump material in site investigations conducted prior to the date this Covenant is recorded, irrespective of whether it is

07 1437318

6

classified as a hazardous substance, pollutant or contaminant, or solid waste under the above statutes.

ARTICLE III  
GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Covenantors covenant that each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of and enforceable by the WDIG Site Trust (d) is for the benefit of EPA and DTSC as third party beneficiaries, and (e) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all Owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive Owners of the Property are expressly bound hereby for the benefit of the WDIG Site Trust, EPA, and DTSC.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease, sublease, assignment or other transfer of the Property, or any portion thereof, the Owner or Occupant or any other, lessor, sublessor, assignor or other transferor shall give the buyer, lessee, sublessee, assignee or other transferee written notice that hazardous substances are located on or beneath the Property, and provide written notice thereof to the WDIG Site Trust, EPA and DTSC.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases, assignments, or other transfers of all or any portion of the Property which are hereafter executed or renewed. Further, each Owner or

07 1437318

Occupant shall include in any instrument conveying any interest in all or any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTION AND COVENANT TO RESTRICT USE OF PROPERTY, RECORDED IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, ON \_\_ [DATE]\_\_, AS INSTRUMENT NO. \_\_\_\_\_, IN FAVOR OF AND ENFORCEABLE BY THE WDIG SITE TRUST, AND FOR THE BENEFIT OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY AND THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL.**

3.05. Conveyance of Property. The Owner shall provide notice to the WDIG Site Trust, and to EPA and DTSC not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The WDIG Site Trust, EPA, and DTSC shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect such proposed conveyance, except as otherwise provided by law, by administrative order, consent decree or by a specific provision of this Covenant.

ARTICLE IV  
RESTRICTIONS

4.01 New or Modified Buildings. The Covenantors covenant that if any Owner or an Occupant constructs a new building or other permanent structure on the Property, or substantially modifies an existing building or other permanent structure on the Property, and such modification requires a City of Santa Fe Springs building or other land use permit, Owner or Occupant shall implement and maintain any necessary engineered capping system(s) and any necessary engineering control(s) related to the new or modified building or other permanent

07 1437318

8

structure, in conformance with the provisions of the Amended ROD and as specified by EPA. Such capping system and engineering controls shall be implemented only with the prior written approval of EPA.

4.02 Prohibited Uses. The Property shall not be used in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the remedial measures to be performed pursuant to the Amended ROD or any future response actions required by EPA. Owners and Occupants shall ensure compliance by all users of the Property with the following land/water use restrictions, except as otherwise authorized by EPA to implement the remedy selected in the Amended ROD or any future response action required by EPA.

- (a) Placement of warning signs or other posted information shall be allowed and, once posted, no removal or interference with such signs or information shall be permitted.
- (b) Placement of site access controls, such as gates or fencing, shall be allowed and shall not be damaged or circumvented.
- (c) The Property shall not be used in any manner that may interfere with or affect the integrity of the remedial cap or other components of the remedy, as constructed pursuant to the Amended ROD.
- (d) Construction not approved by EPA that impacts any of the remedial capping or other remedy components shall not occur.
- (e) No interferences with or alterations to the grading, vegetation and surface water and drainage controls shall be made.
- (f) Portions of the Property underlain by Waste Materials and in soil gas noncompliance areas shall not be regraded.
- (g) Areas of asphalt or concrete pavement shall not be removed or improved.
- (h) No penetrations through or interferences (including, but not limited to, utility trench excavations, excavations for fence posts, excavations for planting trees or large bushes, foundation excavations, and foundation piles) with the remedial cap or any other areas with remedial controls shall be made.
- (i) Deep-rooting plants (plants whose root systems will penetrate more than two feet below ground surface) shall not be planted.
- (j) Owners and Occupants shall obtain approval from EPA for settings of irrigation

controls in areas underlain by Waste Materials. Such settings shall not be changed without the prior written approval of EPA in accordance with Section 5.01 unless such settings are approved by EPA as part of the remedy selected in the Amended ROD.

- (k) Drainage channels and pipes shall not be blocked, rerouted or otherwise interfered with.
- (l) No new openings shall be made in building floor slabs in buildings located over Waste Materials or over soil gas noncompliance areas.
- (m) Integrity of existing and future foundations shall be maintained in areas underlain by Waste Materials and in soil gas noncompliance areas. All cracks or damage in such foundations shall be reported to the WDIG Site Trust and EPA and the Covenantors covenant that such cracks or damage shall be repaired by the Owner or Occupant.
- (n) Indoor gas controls shall not be circumvented.
- (o) Indoor gas sensors or alarms shall not be turned off or interfered with.
- (p) Soil gas control systems shall not be turned off or interfered with.
- (q) Monitoring points, including but not limited to groundwater monitoring wells, soil gas probes, reservoir leachate collection wells, soil gas vents, and survey monuments, shall not be blocked or otherwise obstructed.
- (r) Monitoring wells shall not be opened; nothing shall be placed into the monitoring wells.
- (s) Liquids recovery systems, liquids treatment systems, and treated liquids storage facilities shall not be turned off or interfered with.
- (t) Groundwater supply or monitoring wells shall not be constructed.
- (u) Owners of the Property shall disclose all land/water use restrictions to all Occupants on the property.
- (v) Owners shall inform the WDIG Site Trust and EPA of the identities of all Occupants on the Property.
- (w) During construction, excavation, or grading of any type on the Property, Owner or Occupant shall take measures to ensure that there is no offsite migration of dust, odors or organic vapors. During such activities, Owner or Occupant shall take appropriate measures to protect the health and welfare of onsite personnel and workers and to prevent offsite impacts.

07 1437 318

- (x) Owner or Occupant must obtain prior written approval for all building or site modifications on the Property from EPA in accordance with Section 4.01 and Section 5.01.
- (y) Owner or Occupant shall not excavate Waste Materials on the Site, except as authorized by EPA.
- (z) No new construction shall occur on the Property without the prior written approval of EPA in accordance with Section 5.01 and the following requirements:
  - (i) New construction shall be supported by subsurface explorations and analytical laboratory data to characterize the construction area for the possible existence of Waste Materials.
  - (ii) If Waste Materials are discovered in the construction area, they shall be remediated or buildings and structures must be appropriately designed to protect occupants.
  - (iii) Appropriate worker and public health and safety precautions, including but not limited to dust control, safety plans, and other forms of worker protection, must be taken prior to approval of construction.
- (aa) Boreholes, foundation piles, or other subsurface penetrations into the reservoir or any other area of the site which could create conduits allowing Waste Materials to migrate to groundwater shall not be made.
- (bb) Construction workers shall be provided with appropriate personal protective equipment while they are working at the site.
- (cc) Pesticides or herbicides shall not be applied to the capped areas of the site or to areas surrounding monitoring points, except as approved by EPA for use in implementing the remedy selected in the Amended ROD.
- (dd) Use of any septic tanks on the property shall be discontinued and such tanks shall be decommissioned in accordance with local regulations.
- (ee) The Property shall not be used or redeveloped for residential use; use as a hospital, school for people aged 21 and under, or day care center; or other similar uses by sensitive receptors.

4.03. Access for the WDIG Site Trust. The WDIG Site Trust and EPA, and through them, their respective employees, agents, contractors, subcontractors, consultants, and other third parties authorized by the WDIG Trust and EPA shall have reasonable right of entry and access to

07 1437 318

the Property for implementing any response actions, inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by EPA in order to protect the public health or safety, or the environment. Such activities shall include, but not be limited to:

- (a) Maintaining and monitoring the remedial action selected in the Amended ROD;
- (b) Verifying any data or information submitted to EPA;
- (c) Conducting investigations relating to Waste Materials at or near the Property;
- (d) Obtaining samples;
- (e) Assessing the need for, planning, or implementing additional response actions at or near the Property, if authorized by EPA;
- (f) Assessing implementation of quality assurance and quality control practices as defined in the Quality Assurance Project Plans approved by EPA for the remedial actions;
- (g) Implementing the remedy selected in the Amended ROD;
- (h) Assessing Owner's or Occupant's compliance with this Covenant; and
- (i) Determining whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, in accordance with the Amended ROD.

Nothing in this instrument shall limit or otherwise affect EPA's right of entry and access, or EPA's authority to take response actions under CERCLA, the National Contingency Plan, 40 C.F.R. Part 300, and its successor provisions, or any federal law.

4.04. Enforcement. The WDIG Site Trust shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process and injunctive relief. Failure of a Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the WDIG Site Trust to require that the Covenantor, Owner, or Occupant modify or remove any improvements ("Improvements" herein shall mean all buildings, other structures, landscaping, roads, driveways, and paved parking areas) constructed or placed upon any portion of the Property in violation of the Restrictions. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA or state law, and violation of this Covenant shall be grounds for the WDIG Site Trust to file civil actions as provided by law or equity. The WDIG Site Trust for itself and on behalf of any person or entity responsible for any response action authorized or required by EPA (collectively "Responsible Parties") shall be entitled to recover damages for any violation of the terms of this

07 1A37 318

12

Covenant, including but not limited to, the costs incurred by the WDIG Site Trust or by the Responsible Parties to repair any damage to any remedial facilities or any other feature of any response action or to perform the maintenance of the Improvements, and any expenditures incurred by the Trust or such Responsible Parties to reimburse EPA for the agencies' oversight and enforcement costs related to this Covenant or violations thereof. Enforcement of the terms of this Covenant shall be at the discretion of the Covenantee and the third party beneficiaries and any forbearance, delay or omission to exercise their rights under this Covenant for breach hereof shall not be deemed a waiver by them of any such breach or subsequent breach of any term of this Covenant, or of any of their rights under this Covenant.

4.05 Attorneys' Fees. The WDIG Site Trust shall be entitled to recover its attorneys' fees and any costs from Owner and/or Occupant for any efforts, including but not limited to any legal actions, by the WDIG Site Trust to enforce the terms of this Covenant if the WDIG Site Trust prevails in such efforts or legal action.

#### ARTICLE V

#### EXCEPTIONS, TERMINATION, AND TERM

5.01 Exceptions to Land/Water Use Restrictions. If an Owner or an Occupant seeks an exception to the land/water use restrictions in Section 4.01, Owner or Occupant shall obtain the prior written approval of EPA. Owner or Occupant shall submit a request in writing to EPA and to DTSC, with all necessary supporting documentation (such documentation may include appropriate design documents, work plans, and/or calculations). EPA shall respond to such request within a reasonable time, by: 1) providing written approval for the exception; 2) requesting further information in support of the request; 3) providing written approval of the exception with modification; or 4) denying the request. The decision of EPA shall be final and shall not be subject to judicial review. If requested by EPA, any approved exception shall be recorded in the Official Records of Los Angeles County in an Amended and restated Covenant by the person or entity granted the exception.

5.02 Modification. The land/water use restrictions of this Covenant may only be modified upon the written agreement of each Owner and the WDIG Site Trust, with the prior express written approval of EPA. Such modifications shall become effective when they are

13

incorporated into this Covenant and such modified and restated Covenant is executed by each Owner and the WDIG Site Trust and recorded by the Owner.

5.03 Termination. A Covenantor, or any other aggrieved person, may apply to the EPA for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. The decision of EPA regarding any such request shall be final and not subject to judicial review.

5.04 Term. Unless ended in accordance with the Termination paragraph above or by law, this Covenant shall continue in effect in perpetuity.

5.05 Assignment. The WDIG Site Trust, EPA and DTSC may freely assign their interests in this Covenant to any other parties without the approval of the Covenantors. The WDIG Site Trust shall obtain the written consent of EPA prior to any assignment of its interests under this Covenant.

ARTICLE VI  
MISCELLANEOUS

6.01. No Dedication or Taking. 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. Further, nothing set forth in this Covenant shall be construed to effect a taking under state or federal law.

6.02. 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:

//  
//

07 1437318

14

To Owners:

Marvin C. Pitts, Trustee  
Pitts Grandchildrens' Trust  
P.O. Box 3452  
Clarksville, TN, 37043

John E. Van Vlear, Esq.  
Voss, Cook & Thel, LLP  
895 Dove St., Suite 450  
Newport Beach, CA 92660

Pierre Richard, Trustee  
Adeline R. Bennett Living Trust

Fernando Villa, Esq.  
Greenberg Traurig, LLP  
2450 Colorado Ave., Suite 400E  
Santa Monica, CA 90404

To WDIG Site Trust:

Michael J. Skinner  
Trustee of the WDIG Site Trust  
Michael J. Skinner Consulting, LLC  
230 Kings Highway East, #300  
Haddonfield, NJ 08033

To EPA:

Russell Mechem  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne St.  
San Francisco, CA 94105  
Re: WDI Superfund Site

Taly Jolish  
Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne St.  
San Francisco, CA 94105  
Re: WDI Superfund Site

To DTSC:

Sara Amir  
Chief, Southern California Cleanup Operations Branch  
Department of Toxic Substances Control

07 1457318

15

1011 N. Grandview Ave.  
Glendale, CA 91201

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.

6.03. Partial Invalidity. If any portion of the Restrictions or other terms set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant, or the application of such portions to persons or circumstances other than those to which it is found to be invalid, shall remain in full force and effect as if such portion found invalid had not been included herein.

6.04. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

6.05. Third Party Beneficiary. EPA's and DTSC's rights as third party beneficiaries of this Covenant shall be construed pursuant to principles of contract law under the statutory and common law of the State of California.

6.06. Statutory References. All statutory references include successor provisions.

6.07. Waiver of Certain Defenses. Covenantors hereby waive any defense of laches, estoppel or prescription.

Schedule A attached

6.08. Covenants. Covenantors hereby covenants to and with the Covenantee that the Covenantors are the owners in fee of the Property; that Covenantors have a good and lawful title and have the right and power to impose this Covenant on the Property; that the Property is free and clear of encumbrances as of the date hereof, except those listed in Schedule B of the Title Report for the Property, dated March 9, 2007, attached hereto as Exhibit C and incorporated herein by this reference. Notwithstanding the foregoing, nothing herein shall prevent, preclude,

07 1437518

limit or otherwise restrict the filing or recording against the Property of any liens (including but not limited to mortgages, deeds of trust and/or security agreements), encumbrances, covenants, conditions, restrictions, or other documents or instruments, provided that any such liens, encumbrances, covenants, conditions, restrictions, or other documents or instruments shall be subject and subordinate to this Covenant.

6.09. Controlling Law. Except as otherwise provided in Section 7.06, the interpretation and performance of this Covenant shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of California.

6.10. Joint Obligations. If there are two or more parties identified as Covenantor in the Covenant, the obligations imposed by this Covenant upon them shall be joint and several.

6.11. Captions. The captions in this Covenant have been inserted solely for convenience of reference and are not a part of this Covenant and shall have no effect upon construction or interpretation.

6.12. Counterparts. The parties may execute this Covenant in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

07 1437318

17

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Pitts Grandchildrens' Trust

By: Miriam C Pitts

Title: Trustee

Date: 5-31-07

Covenantor: Adeline R. Bennett Living Trust

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WDIG Site Trust:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

07 1437318

18

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Pitts Grandchildrens' Trust

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Covenantor: Adeline R. Bennett Living Trust

By: 

Title: trustee

Date: 6-12-07

WDIG Site Trust:

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

07 1437318

19

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Pitts Grandchildrens' Trust

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Covenantor: Adeline R. Bennett Living Trust

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

WDIG Site Trust:

By: *Edward J. Henner*

Title: WDI Trustee

Date: 5/31/07

07 1457318

STATE OF TENNESSEE )

COUNTY OF MONTGOMERY )

20

On this 31<sup>st</sup> day of MAY, in the year 2007,

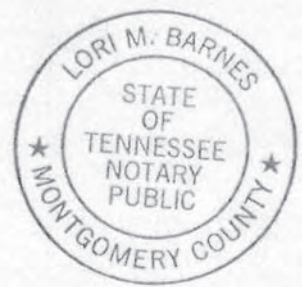
before me LORI M BARNES, personally appeared

MARVIN C. PITTS

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

WITNESS my hand and official seal.

Signature 



07 1437318

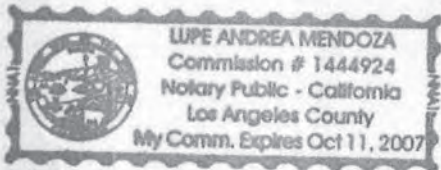
21

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Los Angeles } ss.

On 6/12/07 before me, Lupe Andrea Mendoza <sup>Notary Public</sup>  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")  
personally appeared Pierre F. Richard  
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.

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: Covenant to Restrict use of Property

Document Date: 6/12/07 Number of Pages: 42

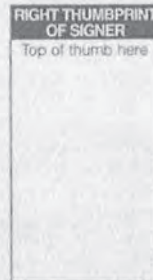
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: Pierre F. Richard, Trustee

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

Signer Is Representing: Adeline R. Bennett Living Trust



07 1437 518

22

STATE OF NEW JERSEY )  
 )  
COUNTY OF CAMDEN )

On this 31st day of May, in the year 2007,

before me Pamela D. Powers, personally appeared

Michael J. Skinner,

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

WITNESS my hand and official seal.



Signature Pamela D Powers

PAMELA D. POWERS  
Notary Public of New Jersey  
My Commission Expires 3/2/2011

13

Exhibit A

PARCEL NUMBERS 8167-002-025, 8167-002-026, 8167-002-030

Legal Description:

*Note: Legal description encompasses APNs 8167-002-025, -026, and -030.*

That portion of Lot 5 of Resurvey of Gunn and Hazzard's Plat of the Cullen Tract, in the City of Santa Fe Springs, as per map recorded in Book 34, Page 64 of Miscellaneous Records, in the office of the County Recorder of said county, described as follows:

Beginning at the most Southwesterly corner of said lot; said corner being the intersection of Los Nietos Road and Santa Fe Springs Road; thence Southeasterly along said center line of Los Nietos Road, a distance of 300 feet; thence Northeasterly parallel to the center line of Santa Fe Springs Road a distance of 500 feet to the true point of beginning; thence Southeasterly parallel to the center line of Los Nietos Road distance of 125 feet; thence Southwesterly parallel to the center line of Santa Fe Springs Road, a distance of 170 feet; thence Southeasterly parallel to the center line of Los Nietos Road, a distance of 843.33 feet; thence Northeasterly on a line parallel to the center line of Greenleaf Avenue, a distance of 835.00 feet; thence North 50° 30' 00" West parallel to the center line of Los Nietos Road, a distance of 968.21 feet; thence Southwesterly parallel to the center line of Santa Fe Springs Road to a point distance Northeasterly thereon 757.58 feet from the Southwesterly line of said lot; thence Northwesterly, parallel with said center line of Los Nietos Road, a distance of 250.00 feet to the Southeasterly line of Santa Fe Springs Road as it existed on January 23, 1968; thence Southwesterly along said road 25.00 feet; thence Southeasterly parallel with said center line of Los Nietos Road to a line that is parallel with the center line of Santa Fe Springs Road and Distant Southeasterly 300 feet therefrom, also said line passing through said true point of beginning; thence Southwesterly along said parallel line, to the true point of beginning.

07 1457518

24

PARCEL NUMBER 8167-002-051

Legal Description:

That portion of Lot 5 of Resurvey of Gunn and Hazzards Plat on the Cullen Tract, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on map recorded in Book 34, Page 64 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

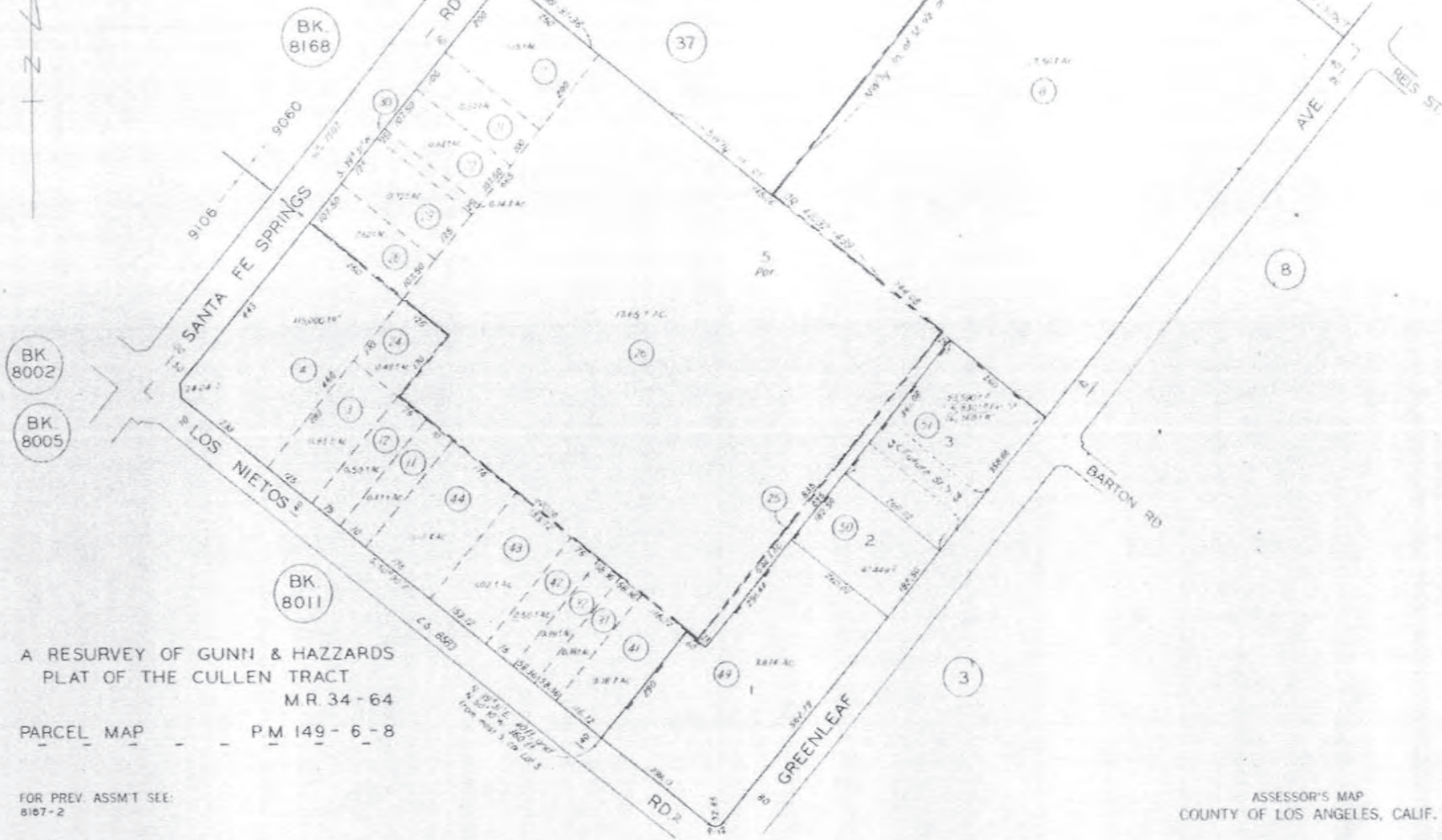
Beginning at the Southeast corner of said lot, said corner being a point in the centerline of Los Nietos Road, 60 feet wide; thence Northeasterly along the Southeasterly line of said lot, a distance of 1165.00 feet; to the point of beginning; thence Northwesterly parallel with the Southwesterly line of said lot, a distance of 300.00 feet; thence Southwesterly, parallel with said Southeasterly line of said Lot 5, a distance of 462.50 feet; thence Southeasterly parallel to the Southwesterly line of said Lot 5 to the Southeasterly line of Lot 5; thence Northeasterly on the Southeasterly line of Lot 5, a distance of 462.50 feet, to the true point of beginning.

EXCEPTING all property deeded to the City of Santa Fe Springs for the widening of Greenleaf Avenue.

07 1A37 318

8167 | 2  
SCALE 1" = 200'

TRA  
9060  
9106



A RESURVEY OF GUNN & HAZZARDS  
PLAT OF THE CULLEN TRACT  
M.R. 34-64  
PARCEL MAP P.M. 149-6-8

FOR PREV. ASSMT SEE:  
8167-2

ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.

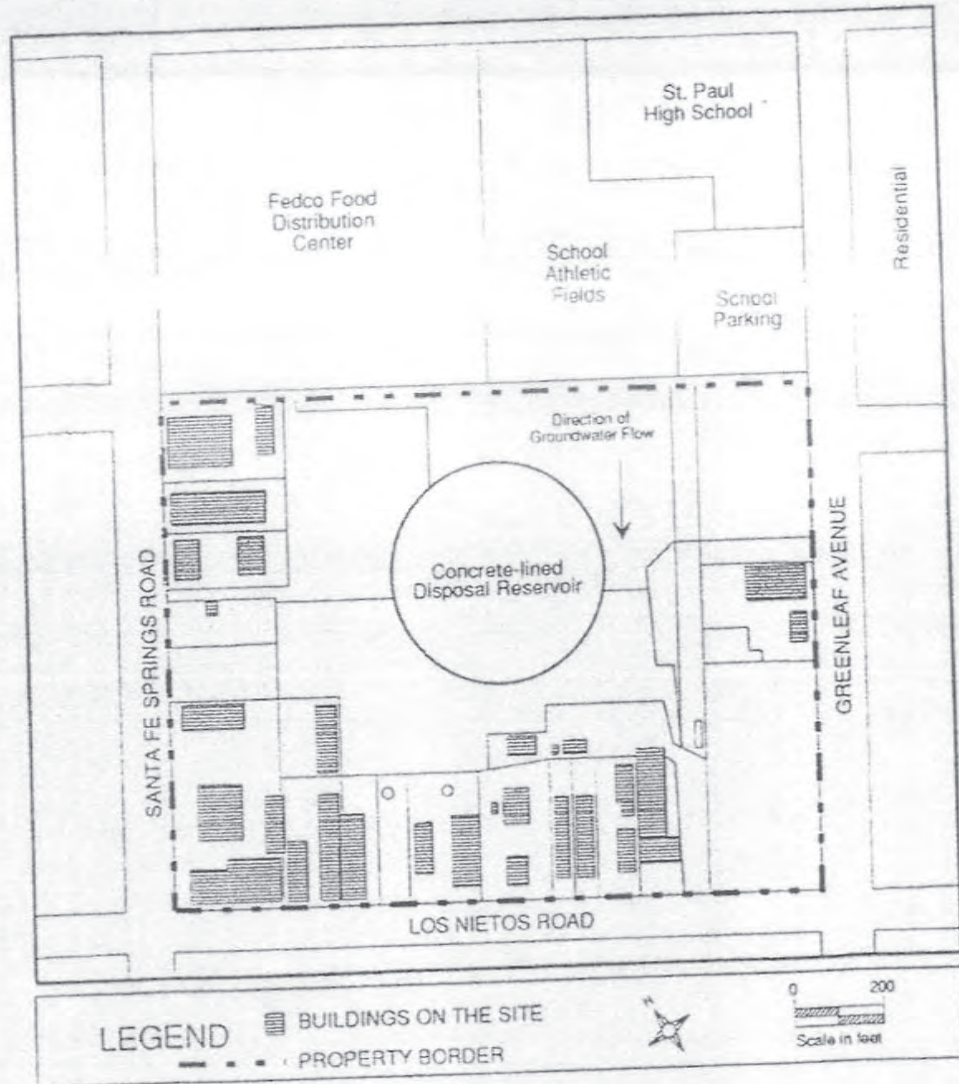
Handwritten signature or initials.

Exhibit B ✓

26

Map of the Waste Disposal, Inc. Superfund Site

07 1437318



29

Exhibit C  
Title Report  
March 7, 2007



29

07 1457318



# Chicago Title Company

Commercial/Industrial Division,  
700 South Flower, Suite 800 Los Angeles, CA 90017 (213) 488-4300

29

## Title Department:

Chicago Title Company  
Attn: Dave Balassi  
Email: [Dave.Balassi@CTT.com](mailto:Dave.Balassi@CTT.com)  
Phone: (213) 488-4394  
Fax: (213) 488-4360  
Order No.: 71065109-X49

---

## UPDATED PRELIMINARY REPORT

---

Property Address: Vacant land, Santa Fe Springs, CA

Dated as of: March 9, 2007 at 7:30 am

**CHICAGO TITLE INSURANCE COMPANY** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception in Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusion from the coverage of said Policy or Policies are set forth in the attached list. Copies of the Policy forms are available upon request.

**Please read the exceptions shown or referred to in Schedule B and the exceptions and exclusions set forth in the attached list of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

07 1437518

30

## SCHEDULE A

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

A Fee as to Parcel(s) A and B-1

An Easement more fully described below as to Parcel(s) B-2, B-3 and B-4

2. Title to said estate or interest at the date hereof is vested in:

Marvin W. Pitts and Cecilia Pitts, Trustees under Declaration of Trust dated February 1, 1982, as to an undivided 1/2 interest; and

Pierre R. Richard, Trustee of the Adeline R. Bennett, M.D. Living Trust dated March 30, 2001, as to an undivided 1/2/ interest

3. The land referred to in this report is situated in the State of California, County of Los Angeles and is described in the Legal Description, attached hereto:

END OF SCHEDULE A

07 1437518

31

**LEGAL DESCRIPTION****PARCEL A:**

PARCEL 3 OF PARCEL MAP NO. 14608, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 149, PAGES 6 TO 8, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS AND PETROLEUM SUBSTANCES AND OTHER MINERALS CONTAINED IN OR UNDER SAID LAND, AS RESERVED IN THE DEED FROM CHANSLOR-CANFIELD MIDWAY OIL COMPANY, A CORPORATION, TO GENERAL PETROLEUM CORPORATION OF CALIFORNIA, A CORPORATION, RECORDED JANUARY 22, 1932 AS INSTRUMENT NO. 115, IN BOOK 11335 PAGE 264 OF OFFICIAL RECORDS.

**PARCEL B-1:**

THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARDS PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF SAID LOT, SAID CORNER BEING THE INTERSECTION OF LOS NIETOS ROAD AND SANTA FE SPRINGS ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF LOS NIETOS ROAD, A DISTANCE OF 300 FEET; THENCE NORTHEASTERLY PARALLEL TO THE CENTER LINE OF SANTA FE SPRINGS ROAD, A DISTANCE OF 500 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY PARALLEL TO THE CENTER LINE OF LOS NIETOS ROAD, A DISTANCE OF 125 FEET; THENCE SOUTHWESTERLY PARALLEL TO THE CENTER LINE OF SANTA FE SPRINGS ROAD, A DISTANCE OF 170 FEET; THENCE SOUTHEASTERLY PARALLEL TO THE CENTER LINE OF LOS NIETOS ROAD, A DISTANCE OF 843.33 FEET; THENCE NORTHEASTERLY ON A LINE PARALLEL TO THE CENTER LINE OF GREENLEAF AVENUE, A DISTANCE OF 835.00 FEET; THENCE NORTH 50° 30' 00" WEST, PARALLEL TO THE CENTER LINE OF LOS NIETOS ROAD, A DISTANCE OF 968.21 FEET; THENCE SOUTHWESTERLY PARALLEL TO THE CENTER LINE OF SANTA FE SPRINGS ROAD TO A POINT DISTANCE NORTHEASTERLY THEREON 757.58 FEET FROM THE SOUTHWESTERLY LINE OF SAID LOT; THENCE NORTHWESTERLY, PARALLEL WITH SAID CENTER LINE OF LOS NIETOS ROAD, A DISTANCE OF 250.00 FEET TO THE SOUTHEASTERLY LINE OF SANTA FE SPRINGS ROAD AS IT EXISTED ON JANUARY 23, 1968; THENCE SOUTHWESTERLY, ALONG SAID ROAD 25.00 FEET; THENCE SOUTHEASTERLY PARALLEL WITH SAID CENTER LINE OF LOS NIETOS ROAD TO A LINE THAT IS PARALLEL WITH THE CENTER LINE OF SANTA FE SPRINGS ROAD AND DISTANT SOUTHEASTERLY 300 FEET THEREFROM ALSO SAID LINE PASSING THROUGH SAID TRUE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE, TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS AND PETROLEUM SUBSTANCES AND OTHER MINERALS CONTAINED IN OR UNDER SAID LAND, AS RESERVED IN THE DEED FROM CHANSLOR-CANFIELD MIDWAY OIL COMPANY, A CORPORATION, TO GENERAL PETROLEUM CORPORATION OF CALIFORNIA, A CORPORATION, RECORDED JANUARY 22, 1932 AS INSTRUMENT NO. 115, IN BOOK 11335 PAGE 264 OF OFFICIAL RECORDS.

32

## LEGAL DESCRIPTION

(continued)

### PARCEL B-2:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES AND THE RIGHT TO DEDICATE SAME, OVER THE NORTHEASTERLY 25.00 FEET, TO BE USED IN COMMON WITH OTHERS, OF THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARDS PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD, 40 FEET WIDE, AND LOS NIETOS ROAD, 60 FEET WIDE; THENCE SOUTHEASTERLY, ALONG SAID CENTER LINE OF LOS NIETOS ROAD, 300 FEET; THENCE NORTHEASTERLY, ALONG A LINE PARALLEL WITH SAID CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD, 607.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY, ALONG SAID LAST MENTIONED PARALLEL LINE, 125.00 FEET; THENCE NORTHWESTERLY, PARALLEL TO SAID CENTER LINE OF LOS NIETOS ROAD, 300 FEET TO A POINT IN SAID CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD; THENCE SOUTHWESTERLY, ALONG SAID LAST MENTIONED CENTER LINE, 125 FEET TO A POINT THAT IS DISTANT 607.50 FEET ALONG SAID CENTER LINE FROM ITS INTERSECTION WITH THE CENTER LINE OF LOS NIETOS ROAD; THENCE SOUTHEASTERLY, PARALLEL TO SAID CENTER LINE OF LOS NIETOS ROAD, 300 FEET TO THE TRUE POINT OF BEGINNING.

### PARCEL B-3:

AN EASEMENT FOR SEWER AND UTILITY PURPOSES TO LOS NIETOS ROAD OVER THE WESTERLY 6 FEET OF THE SOUTHERLY 240 FEET AND THE WESTERLY 20 FEET OF THE NORTHERLY 50 FEET OF THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARDS PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT, SAID CORNER BEING A POINT IN THE CENTER LINE OF LOS NIETOS ROAD, 60 FEET WIDE; THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 360.00 FEET; THENCE NORTHEASTERLY, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, A DISTANCE OF 330.00 FEET TO A POINT IN A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT AND DISTANT 330 FEET NORTHEASTERLY THEREOF AS MEASURED PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT; THENCE NORTHWESTERLY, ALONG SAID PARALLEL LINE, 233.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST SAID PARALLEL LINE 404.89 FEET TO A POINT, SAID POINT BEING 57.00 FEET, MEASURED ALONG THE NORTHWESTERLY PROLONGATION OF SAID PARALLEL LINE, SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT, SAID NORTHWESTERLY LINE BEING THE CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD, 40 FEET WIDE; THENCE SOUTHWESTERLY 290.00 FEET, PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, TO A POINT 40.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHWESTERLY LINE OF SAID LOT; THENCE

133

## LEGAL DESCRIPTION

(continued)

SOUTHEASTERLY, PARALLEL TO THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 404.94 FEET TO A LINE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT AND SOUTHWESTERLY 593.44 FEET, MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOT; THENCE NORTHEASTERLY, ALONG LAST SAID PARALLEL LINE, TO THE TRUE POINT OF BEGINNING.

### PARCEL B-4:

AN EASEMENT FOR DRAINAGE PURPOSES OVER THE SOUTHEASTERLY 10 FEET OF THE NORTHWESTERLY 30 FEET OF THAT PORTION OF LOT 5 OF RESURVEY OF GUNN AND HAZZARDS PLAT OF THE CULLEN TRACT, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34 PAGE 64 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT, SAID CORNER BEING A POINT IN THE CENTER LINE OF LOS NIETOS ROAD (60 FEET WIDE); THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID LOT, A DISTANCE OF 1165.00 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT TO A POINT IN THE NORTHWESTERLY LINE OF SAID LOT, SAID POINT BEING ON THE CENTER LINE OF SANTA FE SPRINGS-WHITTIER ROAD (40 FEET WIDE) BEING THE TRUE POINT OF BEGINNING; THENCE SOUTHWESTERLY 200 FEET ALONG SAID NORTHWESTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY, PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT TO A POINT WHICH IS LOCATED 300 FEET FROM THE NORTHWESTERLY LINE OF SAID LOT; THENCE NORTHEASTERLY PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT TO A POINT WHICH IS 1165 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID LOT; THENCE NORTHWESTERLY TO THE POINT OF BEGINNING.

END OF LEGAL DESCRIPTION

07 1A57 318

34

**SCHEDULE B**

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the policy form designated on the face page of this Report would be as follows:

A. Property taxes, including any assessments collected with taxes, for the fiscal year 2007 - 2008 that are a lien not yet due.

B. Property taxes, for the fiscal year 2006 - 2007 are paid. For proration purposes the amounts are:

1<sup>st</sup> Installment: \$213.89 Paid  
 2<sup>nd</sup> Installment: \$213.88 Paid  
 Code Area: 09106

Assessors Parcel Number: 8167-002-025

Affects: Portion of Parcel B-1

C. Property taxes, for the fiscal year 2006 - 2007 are paid. For proration purposes the amounts are:

1<sup>st</sup> Installment: \$7,831.58 Paid  
 2<sup>nd</sup> Installment: \$7,831.58 Paid  
 Code Area: 09060

Assessors Parcel Number: 8167-002-026

Affects: Portion of Parcel B-1

D. Property taxes, for the fiscal year 2006 - 2007 are paid. For proration purposes the amounts are:

1<sup>st</sup> Installment: \$85.14 Paid  
 2<sup>nd</sup> Installment: \$85.13 Paid  
 Code Area: 09060

Assessors Parcel Number: 8167-002-030

Affects: Remainder of Parcel B-1

07 1437318

**SCHEDULE B**  
(continued)

E. Property taxes, for the fiscal year 2006 - 2007 are paid. For proration purposes the amounts are:

1<sup>st</sup> Installment: \$993.35 Paid  
2<sup>nd</sup> Installment: \$993.35 Paid  
Code Area: 09106

Assessors Parcel Number: 8167-002-051

Affects: Parcel A

F. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Part 0.5, Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

1. Easements for road purposes over those portions of said land within the lines of the roads on the northwest, southwest and southeast line of said land, as easements for such pipe lines and pole lines as may exist in said roads. (In Book 1205 Page 224 of Deeds is the record of a Deed purporting to convey a right of way for pipe line in Santa Fe Springs Road to Central Oil Company, and in Book 3045 Page 189 of Deeds is the record of a Deed purporting to convey to Murphy Oil Company a right of way for pipe lines in La Mirada and Whittier Road).

2. An easement affecting the portion of said land and for the purposes stated herein and incidental purposes (No representation is made as to the present ownership of said easement)

In Favor of: Southern California Edison Company, a corporation  
For: Public utilities  
Recorded: July 28, 1953 as Instrument No. 2529, Official Records  
Affects: A portion of said land more particularly described therein

Affects: Parcel B-1

3. An easement affecting the portion of said land and for the purposes stated herein and incidental purposes (No representation is made as to the present ownership of said easement)

In Favor of: Southern California Edison Company, a corporation  
For: Public utilities  
Recorded: October 15, 1957 as Instrument No. 3931, Official Records  
Affects: A portion of said land more particularly described therein

Affects: Parcel A

36

**SCHEDULE B**  
(continued)

4. An easement affecting the portion of said land and for the purposes stated herein and incidental purposes (No representation is made as to the present ownership of said easement)

In Favor of: Southern California Edison Company, a corporation  
 For: Public utilities  
 Recorded: January 24, 1958 as Instrument No. 3194, Official Records  
 Affects: A portion of said land more particularly described therein

Affects: Parcel A

5. An easement affecting the portion of said land and for the purposes stated herein and incidental purposes (No representation is made as to the present ownership of said easement)

In Favor of: The City of Santa Fe Springs, a municipal corporation  
 For: Right of way for street, public utility and municipal purposes  
 Recorded: January 29, 1964 as Instrument No. 4022, Official Records  
 Affects: A portion of said land more particularly described therein

Affects: Parcel B-1

6. An easement affecting the portion of said land and for the purposes stated herein and incidental purposes (No representation is made as to the present ownership of said easement)

In Favor of: Southern California Edison Company, a corporation  
 For: Public utilities  
 Recorded: August 16, 1968 as Instrument No. 3681, Official Records  
 Affects: A portion of said land more particularly described therein

Affects: Parcel B-1

7. The effect of a deed

Transfer tax: \$110.00  
 Dated: December 28, 1973  
 Grantor: Lucille B. Hudson, a single woman and Bessie Hudson, a single woman, who acquired title as N. B. Hudson  
 Grantee: Phil Campbell and Gwen H. Campbell, husband and wife, as community property  
 Recorded: December 31, 1973 as Instrument No. 399, of Official Records  
 Defect: Said deed may encroach on the southeasterly 23 feet of Parcel B-1 herein described

07 1437 518

3

**SCHEDULE B**  
(continued)

## 8. The effect of a deed

Transfer tax: \$110.00  
 Dated: December 28, 1973  
 Grantor: Delmar L. Carter and Zelda M. Carter, husband and wife who acquired title as Delmar L. Carter and Zelda May Carter, husband and wife  
 Grantee: Phil Campbell and Gwen H. Campbell, husband and wife, as community property  
 Recorded: December 31, 1973 as Instrument No. 400, of Official Records  
 Defect: Said deed may encroach on the southeasterly 23 feet of Parcel B-1 herein described

## 9. Provisions of the dedication statement on the map shown below, which offer the land herein described for future street or alley and restrict the use thereof.

Map of: Parcel Map No. 14608, filed in Book 149, Pages 6 to 8, inclusive, of Parcel Maps  
 Affects: Parcel 3 of said Parcel Map

## 10. A covenant and agreement wherein the owners of said land covenant and agree that said land shall be held as one parcel and no portion shall be sold separately, which covenant is expressed to run with the land and be binding upon future owners.

Executed by: Marvin W. Pitts, Cecilia Pitts and Adeline R. Bennett  
 In Favor of: The City of Santa Fe Springs  
 Recorded: January 18, 1982 as Instrument No. 82-57860, of Official Records

07 1437318

38

**SCHEDULE B**  
(continued)

11. A Notice that Weeds on Property are a Public Nuisance and that Abatement has been or will be done by County and Property Assessed
- Recorded: March 14, 1994 as Instrument No. 94-495395, of Official Records
- Affects: A portion of the land described herein.
12. A Notice that Weeds on Property are a Public Nuisance and that Abatement has been or will be done by County and Property Assessed
- Recorded: November 15, 1994 as Instrument No. 94-2058802, of Official Records
- Affects: A portion of the land described herein.
13. A Notice that Weeds on Property are a Public Nuisance and that Abatement has been or will be done by County and Property Assessed
- Recorded: February 7, 1996 as Instrument No. 96-218797, of Official Records
- Affects: A portion of the land described herein.
14. A Notice that Weeds on Property are a Public Nuisance and that Abatement has been or will be done by County and Property Assessed
- Recorded: February 7, 1996 as Instrument No. 96-218798, of Official Records
- Affects: A portion of the land described herein.
15. A Notice that Weeds on Property are a Public Nuisance and that Abatement has been or will be done by County and Property Assessed
- Recorded: February 7, 1996 as Instrument No. 96-218799, of Official Records
- Affects: A portion of the land described herein.
16. A Notice that Weeds on Property are a Public Nuisance and that Abatement has been or will be done by County and Property Assessed
- Recorded: January 30, 1997 as Instrument No. 97-158436, of Official Records
- Affects: A portion of the land described herein.

07 1437318

**SCHEDULE B**  
(continued)

17. A Notice that Weeds on Property are a Public Nuisance and that Abatement has been or will be done by County and Property Assessed

Recorded: December 4, 1997 as Instrument No. 97-1910592, of Official Records

Affects: A portion of the land described herein.

18. A document entitled "Notice of Lien under Comprehensive Environmental Response, Compensation & Liability Act of 1980, as Amended 42 U.S.C. Section 9607(1)", dated May 8, 2003 executed by United States Environmental Protection Agency, subject to all the terms, provision(s) and conditions therein contained, recorded June 16, 2003 as Instrument No. 03-1707779, Official Records.

19. An abstract of judgment for the amount shown below and any other amounts due:

Amount: \$427,968.20  
 Debtor: Phil Campbell and Gwendolyn Campbell  
 Creditor: Harvey & Parmelee (fka Darling, Wold & Agee)  
 Case No.: VC002506  
 Recorded: February 6, 2003 as Instrument No. 03-0366141, of Official Records

Reference is hereby made to said document for full particulars.

20. The effect of a deed

Transfer tax: - 0 -  
 Dated: January 18, 2007  
 Grantor: Roger Pitts and Marvin E. Pitts, Successor Trustees of The Pitts Family Trust created pursuant to Declaration of Trust dated February 1, 1982, all right title and interest  
 Grantee: Marvin C. Pitts, Successor Trustee of The Pitts Grandchildren's Trust created pursuant to Declaration of Trust dated July 1, 1987  
 Recorded: March 7, 2007 as Instrument No. 20070496136, of Official Records  
 Defect: The grantor has no present interest in the property; *this Company will require a copy of The Pitts Family Trust agreement.*

21. Water rights, claims or title to water, whether or not disclosed by the public records.
22. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said land that is satisfactory to this Company, and/or by inquiry of the parties in possession thereof.

This office must be notified at least 7 business days prior to the scheduled closing in order to arrange for an inspection of the land; upon completion of this inspection you will be notified of the removal of specific coverage exceptions and/or additional exceptions to coverage.

**SCHEDULE B**  
(continued)

23. Any rights of parties in possession of said land, based on any unrecorded lease, or leases.

This Company will require a full copy of any unrecorded lease, together with all supplements, assignments, and amendments for review.

24. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

(a) The transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

(b) The transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:

(i) To timely record the instrument of transfer; or

(ii) Of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

25. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

(a) The transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or

(b) The subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or

(c) The transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:

(i) To timely record the instrument of transfer; or

(ii) Of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

26. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is lack of compliance with the terms and provisions of the trust instrument.

This Company will require a Trust Certification pursuant to California Probate Code Section 18100.5. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

**SCHEDULE B**  
(continued)

END OF SCHEDULE B

07 1437318

**INFORMATIONAL NOTES**

Note No. 1: Section 12413.1, California Insurance Code became effective January 1, 1990. This legislation regulates the disbursement of funds deposited with any title entity acting in an escrow or sub-escrow capacity. The law requires that all funds be deposited and collected by the title entity's escrow and/or sub-escrow account prior to disbursement of any funds. Some methods of funding may be subject to a holding period, which must expire before any funds may be disbursed. In order to avoid any such delays, all funding should be done via wire transfer. Funds deposited with the Company via wire transfer may be disbursed upon receipt. Funds deposited by cashiers checks, certified checks, and teller's checks is one business day after the day deposited. Other checks may require hold periods from two to five business days after the day deposited, and may delay your closing. The Company may receive benefits from such banks based upon the balances in such accounts. Such benefits will be retained by the Company as part of its compensation for handling such funds.

Note No. 2: The charge where an order is cancelled after the issuance of the report of title, will be that amount which in the opinion of the Company is proper compensation for the services rendered or the purpose for which the report is used, but in no event shall said charge be less than the minimum amount required under Section 12404.1 of the Insurance Code of the State of California. If the report cannot be cancelled "no fee" pursuant to the provisions of said Insurance Code, then the minimum cancellation fee shall be that permitted by law.

Note No. 3: California Revenue and Taxation Code Section 18668, effective January 1, 1991, requires that the buyer in all sales of California Real Estate, withhold 3-1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained, and as amended.

Note No. 4: Wire Transfers

*In the event your transaction is being escrowed by a Chicago Title office, contact should be made with the office to obtain correct wiring instructions. Failure to do so could result in a delay in the receipt of funds and subsequent closing of your transaction.*

**Chicago Title will disburse by wire-out only collected funds or funds received by confirmed wire-in.**

The Company's wire-in instructions are:

<b>Bank:</b>	Bank of America 1850 Gateway Blvd. Concord, CA 94520
<b>Bank ABA No.:</b>	0260-0959-3
<b>Account Name:</b>	Chicago Title Company, Broadway Plaza Office
<b>Account No.:</b>	12351-50737
<b>For Credit To:</b>	Chicago Title Company 700 South Flower, Suite 800 Los Angeles, CA 90017
<b>Order No.:</b>	71065109-X49

AA

## INFORMATIONAL NOTES

(continued)

Note No. 5: Your application for title insurance was placed by reference to a street address or assessor's parcel number. Based upon our records, we believe that the description in this report covers the parcel that you requested.

To prevent errors, we require written confirmation that the legal description contained herein covers the parcel that you requested.

Note No. 6: The plat, (map), which is attached to this report, is to assist you in locating land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon.

Note No. 7: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

Note No. 8: This Company will require a Statement of Information from the parties named below, in order to complete this report. After review of the requested statement(s) the Company may have additional requirements before issuance of any policy of title insurance.

Parties: All individual parties having an interest in said land

Please rest assured that the information we are requesting is essential, and will be kept strictly confidential.

Note No. 9: If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

44

**INFORMATIONAL NOTES**  
(continued)

Note No. 10: There are no deeds affecting said land, recorded within six (6) months of the date of this report.

Note No. 11: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic (not Short-Term) Rate.

SEE EXCLUSIONS FROM COVERAGE

PRIVACY STATEMENT

IMPORTANT INFORMATION:

For those of you receiving this report by electronic delivery the Privacy Statement and Exclusions From Coverage are linked to this report. Please review this information by selecting the link. For those of you who are receiving a hard copy of this report, a copy of this information has been submitted for your review.

07 1437318

45

**INFORMATIONAL NOTES**

(continued)

**NOTICE**

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount.

Effective through November 1, 2014

07 1437 518

APPENDIX 8 TO ADMINISTRATIVE SETTLEMENT AGREEMENT FOR RESPONSE  
ACTION AND PAYMENT OF RESPONSE COSTS BY BONA FIDE PROSPECTIVE  
PURCHASER BETWEEN EPA AND GREENLEAF

[Restrictive Covenant for Assessor's Parcel No. 8167-002-050]

This page is part of your document - DO NOT DISCARD

05 1456108

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

8:21 AM JUN 21 2005

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



FEE

FEE	\$55XX
DAF	\$2
C-20	17

D.T.T.

CODE

20

CODE

19

CODE

9 \_\_\_\_\_

Assessor's Identification Number (AIN)

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

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:  
Brothers Machine & Tool, Inc.  
9843 Greenleaf Ave.  
Santa Fe Springs, CA 90670

05 1456108

WHEN RECORDED, MAIL TO:

Michael J. Skinner  
Trustee of the WDIG Site Trust  
Michael J. Skinner Consulting, LLC  
230 Kings Highway East, #300  
Haddonfield, NJ 08033

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: Assessor's Parcel No. 8167-002-050; 9843 Greenleaf Ave., Santa Fe Springs, CA)

This Covenant and Agreement ("Covenant") is made by and between Brothers Machine & Tool, Inc. (the "Covenantor"), the current owner of property situated in Santa Fe Springs, County of Los Angeles, State of California, described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"), and the WDIG Site Trust ("WDIG Site Trust" or "Trust"). Pursuant to Civil Code section 1471(c), 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 substances as defined in 42 U.S.C. § 9601(14), pollutants or contaminants under 42 U.S.C. § 9601(33), and in California Health and Safety Code ("H&SC") Section 25260. The Covenantor and the Trust, collectively referred to as the "Parties," hereby agree pursuant to Civil Code section 1471(c) and H&SC section 25355.5 that the use of the Property be restricted as set forth in this Covenant. The Parties further intend that the provisions of this Covenant also be for the benefit of the U.S. Environmental Protection Agency ("EPA") and the California Department of Toxic Substances Control ("DTSC") as third party beneficiaries.

ARTICLE I

STATEMENT OF FACTS

1.01. The Property is more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded by Los Nietos Road, Greenleaf Avenue, and Santa Fe Springs Road, in the County of Los Angeles, State of California. This property is more specifically described as Los Angeles County Assessor's Parcel No.: 8167-002-050.

1.02. The Property is a portion of the Waste Disposal, Inc. Superfund Site and was listed on the National Priority List on July 22, 1987 by EPA. A map of the Site is attached as Exhibit B. Remediation of the Site is being conducted pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq ("CERCLA"). EPA has selected a remedy for the Site, which is documented in the Amended Record of Decision ("Amended ROD") signed by EPA on June 21, 2002. The remedy includes construction of a RCRA-equivalent cap over the reservoir area in Area 2, use of engineered caps in portions of Areas 1, 2, 4, 5, 6, 7, and 8, installation and use of an active soil vapor extraction system and/or a soil gas monitoring system, use of a liquids collection system under the RCRA-equivalent cap, institutional controls, engineering controls in buildings overlying buried waste or soil gas noncompliance areas, use of in-business ambient air monitoring, long-term soil gas monitoring, long-term groundwater monitoring, and long-term operations, maintenance and monitoring. The Administrative Record for the Site is available for review at the Santa Fe Springs Public Library located at 11700 Telegraph Road in Santa Fe Springs, and at EPA's Region IX Records Center, located at 95 Hawthorne St., San Francisco, CA 94104.

1.03 Because waste will remain in place at the Site, EPA selected institutional controls as part of the remedy selected in the Amended ROD. The institutional controls will be implemented in order to ensure the long-term integrity of the remedy and to prevent exposure to waste remaining at the site. The Amended ROD provides for restrictive environmental covenants to be recorded on the properties at the Site to fulfill the purposes of protecting the remedy and preventing certain activities on and uses of the properties.

ARTICLE II  
DEFINITIONS

2.01. DTSC. "DTSC" means the California Department of Toxic Substances Control

and includes its successor agencies, if any.

2.02. EPA. "EPA" means the United States Environmental Protection Agency and includes its successor agencies, if any.

2.03. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to or an ownership interest in, all or any portion of the Property.

2.04. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property, and their successors in interest.

2.05. CERCLA Lead Agency. "CERCLA Lead Agency" means the governmental entity having the designated lead responsibility to implement response action under the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. EPA is the CERCLA Lead Agency at the time of the recording of this instrument.

2.06 WDIG Site Trust. "WDIG Site Trust" means the grantee and Covenantee of this environmental restriction and its Trustee, and their successors in interest.

2.07 Waste Materials. "Waste Materials" means (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); (4) any "hazardous substance" under California Health and Safety Code §§ 25316 and 25317; and (5) all material identified as waste or sump material in site investigations conducted prior to the date this Covenant is recorded, irrespective of whether it is classified as a hazardous substance, pollutant or contaminant, or solid waste under the above statutes.

ARTICLE III  
GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Covenantor covenants that each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of and enforceable by the WDIG Site Trust (d) is for the benefit of EPA and DTSC as third party beneficiaries, and (e) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all Owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive Owners of the Property are expressly bound hereby for the benefit of the WDIG Site Trust, EPA, and DTSC.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease, sublease, assignment or other transfer of the Property, or any portion thereof, the Owner or Occupant or any other, lessor, sublessor, assignor or other transferor shall give the buyer, lessee, sublessee, assignee or other transferee written notice that hazardous substances are located on or beneath the Property, and provide written notice thereof to the WDIG Site Trust, EPA and DTSC.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases, assignments, or other transfers of all or any portion of the Property which are hereafter executed or renewed. Further, each Owner or Occupant shall include in any instrument conveying any interest in all or any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTION AND COVENANT TO RESTRICT**

**USE OF PROPERTY, RECORDED IN THE OFFICIAL RECORDS OF  
LOS ANGELES COUNTY, CALIFORNIA, ON \_\_ [DATE] \_\_, AS  
INSTRUMENT NO. \_\_\_\_\_, IN FAVOR OF AND ENFORCEABLE  
BY THE WDIG SITE TRUST, AND FOR THE BENEFIT OF THE U.S.  
ENVIRONMENTAL PROTECTION AGENCY AND THE CALIFORNIA  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL.**

3.05. Conveyance of Property. The Owner shall provide notice to the WDIG Site Trust, and to EPA and DTSC not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The WDIG Site Trust, EPA, and DTSC shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect such proposed conveyance, except as otherwise provided by law, by administrative order, consent decree or by a specific provision of this Covenant.

**ARTICLE IV  
RESTRICTIONS**

4.01 New or Modified Buildings. The Covenantor covenants that if Owner or an Occupant constructs a new building or other permanent structure on the Property, or substantially modifies an existing building or other permanent structure on the Property, and such modification requires a City of Santa Fe Springs building or other land use permit, Owner or Occupant shall implement and maintain any necessary engineered capping system(s) and any necessary engineering control(s) related to the new or modified building or other permanent structure, in conformance with the provisions of the Amended ROD and as specified by EPA. Such capping system and engineering controls shall be implemented only with the prior written approval of EPA.

4.02 Prohibited Uses. The Property shall not be used in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the remedial measures to be performed pursuant to the Amended ROD or any future response actions required

by EPA. Owner and Occupants shall ensure compliance by all users of the Property with the following land/water use restrictions, except as otherwise authorized by EPA to implement the remedy selected in the Amended ROD or any future response action required by EPA.

- (a) Placement of warning signs or other posted information shall be allowed and, once posted, no removal or interference with such signs or information shall be permitted.
- (b) Placement of site access controls, such as gates or fencing, shall be allowed and shall not be damaged or circumvented.
- (c) The Property shall not be used in any manner that may interfere with or affect the integrity of the remedial cap or other components of the remedy, as constructed pursuant to the Amended ROD.
- (d) Construction not approved by EPA that impacts any of the remedial capping or other remedy components shall not occur.
- (e) No interferences with or alterations to the grading, vegetation and surface water and drainage controls shall be made.
- (f) Portions of the Property underlain by Waste Materials and in soil gas noncompliance areas shall not be regraded.
- (g) Areas of asphalt or concrete pavement shall not be removed or improved.
- (h) No penetrations through or interferences (including, but not limited to, utility trench excavations, excavations for fence posts, excavations for planting trees or large bushes, foundation excavations, and foundation piles) with the remedial cap or any other areas with remedial controls shall be made.
- (i) Deep-rooting plants (plants whose root systems will penetrate more than two feet below ground surface) shall not be planted.
- (j) Obtain approval from EPA for settings of irrigation controls in areas underlain by Waste Materials. Such settings shall not be changed without the prior written approval of EPA in accordance with Section 5.01 unless such settings are approved by EPA as part of the remedy selected in the Amended ROD.
- (k) Drainage channels and pipes shall not be blocked, rerouted or otherwise interfered with.
- (l) No new openings shall be made in building floor slabs in buildings located over Waste Materials or over soil gas noncompliance areas.
- (m) Integrity of existing and future foundations shall be maintained in areas underlain

by Waste Materials and in soil gas noncompliance areas. All cracks or damage in such foundations shall be reported to the WDIG Site Trust and EPA and the Covenantor covenants that such cracks or damage shall be repaired by the Owner or Occupant.

- (n) Indoor gas controls shall not be circumvented.
- (o) Indoor gas sensors or alarms shall not be turned off or interfered with.
- (p) Soil gas control systems shall not be turned off or interfered with.
- (q) Monitoring points, including but not limited to groundwater monitoring wells, soil gas probes, reservoir leachate collection wells, soil gas vents, and survey monuments, shall not be blocked or otherwise obstructed.
- (r) Monitoring wells shall not be opened; nothing shall be placed into the monitoring wells.
- (s) Liquids recovery systems, liquids treatment systems, and treated liquids storage facilities shall not be turned off or interfered with.
- (t) Groundwater supply or monitoring wells shall not be constructed.
- (u) Owners of the Property shall disclose all land/water use restrictions to all Occupants on the property.
- (v) Owners shall inform the WDIG Site Trust and EPA of the identities of all Occupants on the Property.
- (w) During construction, excavation, or grading of any type on the Property, Owner or Occupant shall take measures to ensure that there is no offsite migration of dust, odors or organic vapors. During such activities, Owner or Occupant shall take appropriate measures to protect the health and welfare of onsite personnel and workers and to prevent offsite impacts.
- (x) Owner or Occupant must obtain prior written approval for all building or site modifications on the Property from EPA in accordance with Section 4.01 and Section 5.01.
- (y) Owner or Occupant shall not excavate Waste Materials on the Site, except as authorized by EPA.
- (z) No new construction shall occur on the Property without the prior written approval of EPA in accordance with Section 5.01 and the following requirements:
  - (i) New construction shall be supported by subsurface explorations and analytical laboratory data to characterize the construction area for the possible existence of Waste Materials.

(ii) If Waste Materials are discovered in the construction area, they shall be remediated or buildings and structures must be appropriately designed to protect occupants.

(iii) Appropriate worker and public health and safety precautions, including but not limited to dust control, safety plans, and other forms of worker protection, must be taken prior to approval of construction.

- (aa) Boreholes, foundation piles, or other subsurface penetrations into the reservoir or any other area of the site which could create conduits allowing Waste Materials to migrate to groundwater shall not be made.
- (bb) Construction workers shall be provided with appropriate personal protective equipment while they are working at the site.
- (cc) Pesticides or herbicides shall not be applied to the capped areas of the site or to areas surrounding monitoring points, except as approved by EPA for use in implementing the remedy selected in the Amended ROD.
- (dd) Use of any septic tanks on the property shall be discontinued and such tanks shall be decommissioned in accordance with local regulations.
- (ee) The Property shall not be used or redeveloped for residential use; use as a hospital, school for people aged 21 and under, or day care center; or other uses by sensitive receptors.

4.03. Access for the WDIG Site Trust. The WDIG Site Trust and EPA, and through them, their respective employees, agents, contractors, subcontractors, consultants, and other third parties authorized by the WDIG Trust and EPA shall have reasonable right of entry and access to the Property for implementing any response actions, inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by EPA in order to protect the public health or safety, or the environment. Such activities shall include, but not be limited to:

- (a) Maintaining and monitoring the remedial action selected in the Amended ROD;
- (b) Verifying any data or information submitted to EPA;
- (c) Conducting investigations relating to Waste Materials at or near the Property;
- (d) Obtaining samples;
- (e) Assessing the need for, planning, or implementing additional response actions at or near the Property, if authorized by EPA;
- (f) Assessing implementation of quality assurance and quality control practices as

defined in the Quality Assurance Project Plans approved by EPA for the remedial actions;

- (g) Implementing the remedy selected in the Amended ROD;
- (h) Assessing Owner's or Occupant's compliance with this Covenant; and
- (i) Determining whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, in accordance with the Amended ROD.

Nothing in this instrument shall limit or otherwise affect EPA's right of entry and access, or EPA's authority to take response actions under CERCLA, the National Contingency Plan, 40 C.F.R. Part 300, and its successor provisions, or any federal law.

4.04. Enforcement. The WDIG Site Trust shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process and injunctive relief. Failure of the Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the WDIG Site Trust to require that the Covenantor, Owner, or Occupant modify or remove any improvements ("Improvements" herein shall mean all buildings, other structures, landscaping, roads, driveways, and paved parking areas) constructed or placed upon any portion of the Property in violation of the Restrictions. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA or state law, and violation of this Covenant shall be grounds for the WDIG Site Trust to file civil actions as provided by law or equity. The WDIG Site Trust for itself and on behalf of any person or entity responsible for any response action authorized or required by EPA (collectively "Responsible Parties") shall be entitled to recover damages for any violation of the terms of this Covenant, including but not limited to, the costs incurred by the WDIG Site Trust or by the Responsible Parties to repair any damage to any remedial facilities or any other feature of any response action or to perform the maintenance of the Improvements, and any expenditures incurred by the Trust or such Responsible Parties to reimburse EPA for the agencies' oversight and enforcement costs related to this Covenant or violations thereof. Enforcement of the terms of this Covenant shall be at the discretion of the Covenantee and the third party beneficiaries and any forbearance, delay or omission to exercise their rights under this Covenant for breach hereof shall not be deemed a waiver by them of any such breach or subsequent breach of any term of this Covenant, or of any of their rights under this Covenant.

4.05 Attorneys' Fees. The WDIG Site Trust shall be entitled to recover its attorneys'

fees and any costs from Owner and/or Occupant for any efforts, including but not limited to any legal actions, by the WDIG Site Trust to enforce the terms of this Covenant if the WDIG Site Trust prevails in such efforts or legal action.

## ARTICLE V

### EXCEPTIONS, TERMINATION, AND TERM

5.01 Exceptions to Land/Water Use Restrictions. If Owner or an Occupant seeks an exception to the land/water use restrictions in Section 4.01, Owner or Occupant shall obtain the prior written approval of EPA. Owner or Occupant shall submit a request in writing to EPA and to DTSC, with all necessary supporting documentation (such documentation may include appropriate design documents, work plans, and/or calculations). EPA shall respond to such request within a reasonable time, by: 1) providing written approval for the exception; 2) requesting further information in support of the request; 3) providing written approval of the exception with modification; or 4) denying the request. The decision of EPA shall be final and shall not be subject to judicial review. If requested by EPA, any approved exception shall be recorded in the Official Records of Los Angeles County in an Amended and restated Covenant by the person or entity granted the exception.

5.02 Modification. The land/water use restrictions of this Covenant may only be modified upon the written agreement of the Owner and the WDIG Site Trust, with the prior express written approval of EPA. Such modifications shall become effective when they are incorporated into this Covenant and such modified and restated Covenant is executed by Owner and the WDIG Site Trust and recorded by the Owner.

5.03 Termination. Covenantor, or any other aggrieved person, may apply to the EPA for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. The decision of EPA regarding any such request shall be final and not subject to judicial review.

5.04 Term. Unless ended in accordance with the Termination paragraph above or by law, this Covenant shall continue in effect in perpetuity.

5.05 Assignment. The WDIG Site Trust, EPA and DTSC may freely assign their

interests in this Covenant to any other parties without the approval of the Covenantor. The WDIG Site Trust shall obtain the written consent of EPA prior to any assignment of its interests under this Covenant.

ARTICLE VI  
MISCELLANEOUS

6.01. No Dedication or Taking. 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. Further, nothing set forth in this Covenant shall be construed to effect a taking under state or federal law.

6.02. 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 Owner:

Brothers Machine & Tool, Inc.  
c/o Enrique, Jose and Anna Razo  
9843 Greenleaf Ave.  
Santa Fe Springs, CA 90670

To WDIG Site Trust:

Michael J. Skinner  
Trustee of the WDIG Site Trust  
Michael J. Skinner Consulting, LLC  
230 Kings Highway East, #300  
Haddonfield, NJ 08033

To EPA:

Russell Mechem  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne St.  
San Francisco, CA 94105  
Re: WDI Superfund Site

Sarah E. Mueller  
Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne St.  
San Francisco, CA 94105  
Re: WDI Superfund Site

To DTSC:

Sara Amir  
Chief, Southern California Cleanup Operations Branch  
Department of Toxic Substances Control  
1011 N. Grandview Ave.  
Glendale, CA 91201

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.

6.03. Partial Invalidity. If any portion of the Restrictions or other terms set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant, or the application of such portions to persons or circumstances other than those to which it is found to be invalid, shall remain in full force and effect as if such portion found invalid had not been included herein.

6.04. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

6.05. Third Party Beneficiary. EPA's and DTSC's rights as third party beneficiaries of this Covenant shall be construed pursuant to principles of contract law under the statutory and common law of the State of California.

6.06. Statutory References. All statutory references include successor provisions.

6.07. Waiver of Certain Defenses. Covenantor hereby waives any defense of laches, estoppel or prescription.

6.08. Covenants. Covenantor hereby covenants to and with the Covenantee that the Covenantor is the owner in fee of the Property; that Covenantor has a good and lawful title and has the right and power to impose this Covenant on the Property; that the Property is free and clear of encumbrances as of the date hereof, except [List any agreed-to exceptions]. Notwithstanding the foregoing, nothing herein shall prevent, preclude, limit or otherwise restrict the filing or recording against the Property of any liens (including but not limited to mortgages, deeds of trust and/or security agreements), encumbrances, covenants, conditions, restrictions, or other documents or instruments, provided that any such liens, encumbrances, covenants, conditions, restrictions, or other documents or instruments shall be subject and subordinate to this Covenant.

6.09. Controlling Law. Except as otherwise provided in Section 7.06, the interpretation and performance of this Covenant shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of California.

6.10. Joint Obligations. If there are two or more parties identified as Covenantor in the Covenant, the obligations imposed by this Covenant upon them shall be joint and several.

6.11. Captions. The captions in this Covenant have been inserted solely for convenience of reference and are not a part of this Covenant and shall have no effect upon construction or interpretation.

6.12. Counterparts. The parties may execute this Covenant in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Brothers Machine & Tool, Inc.

By: JOSE F RAZO Jose E. Razo  
Title: PRESIDENT  
Date: 6-20-05

WDIG Site Trust:

By: Michael G. Skinner  
Title: Trustee WDI Site Trust  
Date: 10/10/03

STATE OF CALIFORNIA )

COUNTY OF Los Angeles )

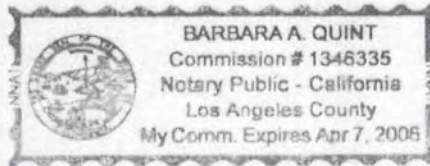
On this 20<sup>th</sup> day of June, in the year 2005,

before me Barbara A. Quint Notary Public, personally appeared

Jose Enrique Razo

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

WITNESS my hand and official seal.



Signature Barbara A. Quint

Exhibit A

PARCEL NUMBER 8167-002-050

Legal Description:

Parcel 2 of Parcel No. 14608 as per map filed in Book 149, pages 6, 7, and 8 of Parcel Maps.

STATE OF NEW JERSEY )  
 )  
COUNTY OF CAMDEN )

On this 10th day of October, in the year 2003,

before me Pamela D. Powers, personally appeared

Michael J. Skinner

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

WITNESS my hand and official seal.

Signature Pamela D. Powers

PAMELA D. POWERS  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 3/2/2006



LOS ANGELES COUNTY CALIFORNIA  
JUN 15 2003

APPENDIX 9 TO ADMINISTRATIVE SETTLEMENT AGREEMENT FOR RESPONSE  
ACTION AND PAYMENT OF RESPONSE COSTS BY BONA FIDE PROSPECTIVE  
PURCHASER BETWEEN EPA AND GREENLEAF

[Restrictive Covenant for Assessor's Parcel No. 8167-002-049]

This page is part of your document - DO NOT DISCARD

06 1903512

RECORDED/FILED IN OFFICIAL RECORDS RECORDER'S OFFICE LOS ANGELES COUNTY CALIFORNIA 8:04 AM AUG 25 2006
--

TITLE(S) :



FEE

FEE \$103 WW
DAF \$ 2
G-20 33

D.T.T.

CODE  
20

CODE  
19

CODE  
9

Assessor's Identification Number (AIN)

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

Number of AIN's Shown

06-1903512

RECORDING REQUESTED BY:  
Gwen Campbell  
c/o Christa Huddle  
235 E. Blossom Place  
Brea, CA 92821

WHEN RECORDED, MAIL TO:

Michael J. Skinner  
Trustee of the WDIG Site Trust  
Michael J. Skinner Consulting, LLC  
230 Kings Highway East, #300  
Haddonfield, NJ 08033

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: Assessor's Parcel No. 8167-002-049, 9951 S. Greenleaf Avenue, Santa Fe Springs, CA)

This Covenant and Agreement ("Covenant") is made by and between Diane Cote, Trustee of the Phil Campbell and Diane Cote Family Trust, and Gwen Campbell (the "Covenantors"), the current owners of property situated in Santa Fe Springs, County of Los Angeles, State of California, described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"), and the WDIG Site Trust ("WDIG Site Trust" or "Trust"). Pursuant to Civil Code section 1471(c), 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 substances as defined in 42 U.S.C. § 9601(14), pollutants or contaminants under 42 U.S.C. § 9601(33), and in California Health and Safety Code ("H&SC") Section 25260. The Covenantors and the Trust, collectively referred to as the "Parties," hereby agree pursuant to Civil Code section 1471(c) and H&SC section 25355.5 that the use of the Property be restricted as set forth in this Covenant. The Parties further intend that the provisions of this Covenant also be for the benefit of the U.S. Environmental Protection Agency ("EPA") and the California Department of Toxic Substances Control ("DTSC") as third party beneficiaries.

3

ARTICLE I  
STATEMENT OF FACTS

1.01. The Property is more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded by Los Nietos Road, Greenleaf Avenue, and Santa Fe Springs Road, in the County of Los Angeles, State of California. The Property is more specifically described as Los Angeles County Assessor's Parcel No. 8167-002-049. A map of the Property is attached as Exhibit B.

1.02. The Property is a portion of the Waste Disposal, Inc. Superfund Site and was listed on the National Priority List on July 22, 1987 by EPA. Remediation of the Site is being conducted pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42. U.S.C. §§ 9601 *et seq* ("CERCLA"). EPA has selected a remedy for the Site, which is documented in the Amended Record of Decision ("Amended ROD"), signed by EPA on June 21, 2002. The remedy includes construction of a RCRA-equivalent cap over the reservoir area in Area 2, use of engineered caps in portions of Areas 1, 2, 4, 5, 6, 7, and 8, installation and use of an active soil vapor extraction system and/or a soil gas monitoring system, use of a liquids collection system under the RCRA-equivalent cap, institutional controls, engineering controls in buildings overlying buried waste or soil gas noncompliance areas, use of in-business ambient air monitoring, long-term soil gas monitoring, long-term groundwater monitoring, and long-term operations, maintenance and monitoring. The Administrative Record for the Site is available for review at the Santa Fe Springs Public Library located at 11700 Telegraph Road in Santa Fe Springs, and at EPA's Region IX Records Center, located at 95 Hawthorne St., San Francisco, CA 94105.

1.03 Because waste will remain in place at the Site, EPA selected institutional controls as part of the remedy selected in the Amended ROD. The institutional controls will be implemented in order to ensure the long-term integrity of the remedy and to prevent exposure to waste remaining at the site. The Amended ROD provides for restrictive environmental covenants to be recorded on the properties at the Site to fulfill the purposes of protecting the remedy and preventing certain activities on and uses of the properties.

06 1903512

4

ARTICLE II  
DEFINITIONS

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

2.02. EPA. "EPA" means the United States Environmental Protection Agency and includes its successor agencies, if any.

2.03. Owner. "Owner" means each Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to or an ownership interest in, all or any portion of the Property.

2.04. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property, and their successors in interest.

2.05. CERCLA Lead Agency. "CERCLA Lead Agency" means the governmental entity having the designated lead responsibility to implement response action under the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. EPA is the CERCLA Lead Agency at the time of the recording of this instrument.

2.06 WDIG Site Trust. "WDIG Site Trust" means the grantee and Covenantee of this environmental restriction and its Trustee, and their successors in interest.

2.07 Waste Materials. "Waste Materials" means (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); (4) any "hazardous substance" under California Health and Safety Code §§ 25316 and 25317; and (5) all material identified as waste or sump material in site investigations conducted prior to the date this Covenant is recorded, irrespective of whether it is

06 1903512

5

classified as a hazardous substance, pollutant or contaminant, or solid waste under the above statutes.

ARTICLE III  
GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Covenantors covenant that each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of and enforceable by the WDIG Site Trust (d) is for the benefit of EPA and DTSC as third party beneficiaries, and (e) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all Owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive Owners of the Property are expressly bound hereby for the benefit of the WDIG Site Trust, EPA, and DTSC.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease, sublease, assignment or other transfer of the Property, or any portion thereof, the Owner or Occupant or any other, lessor, sublessor, assignor or other transferor shall give the buyer, lessee, sublessee, assignee or other transferee written notice that hazardous substances are located on or beneath the Property, and provide written notice thereof to the WDIG Site Trust, EPA and DTSC.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases, assignments, or other transfers of all or any portion of the Property which are hereafter executed or renewed. Further, each Owner or

06 1903512

6

Occupant shall include in any instrument conveying any interest in all or any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTION AND COVENANT TO RESTRICT USE OF PROPERTY, RECORDED IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, ON \_\_ [DATE]\_\_, AS INSTRUMENT NO. \_\_\_\_\_, IN FAVOR OF AND ENFORCEABLE BY THE WDIG SITE TRUST, AND FOR THE BENEFIT OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY AND THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL.**

3.05. Conveyance of Property. The Owner shall provide notice to the WDIG Site Trust, and to EPA and DTSC not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The WDIG Site Trust, EPA, and DTSC shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect such proposed conveyance, except as otherwise provided by law, by administrative order, consent decree or by a specific provision of this Covenant.

**ARTICLE IV**  
**RESTRICTIONS**

4.01 New or Modified Buildings. The Covenantors covenant that if any Owner or an Occupant constructs a new building or other permanent structure on the Property, or substantially modifies an existing building or other permanent structure on the Property, and such modification requires a City of Santa Fe Springs building or other land use permit, Owner or Occupant shall implement and maintain any necessary engineered capping system(s) and any necessary engineering control(s) related to the new or modified building or other permanent

**06 1903512**

structure, in conformance with the provisions of the Amended ROD and as specified by EPA. Such capping system and engineering controls shall be implemented only with the prior written approval of EPA.

4.02 Prohibited Uses. The Property shall not be used in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the remedial measures to be performed pursuant to the Amended ROD or any future response actions required by EPA. Owners and Occupants shall ensure compliance by all users of the Property with the following land/water use restrictions, except as otherwise authorized by EPA to implement the remedy selected in the Amended ROD or any future response action required by EPA.

- (a) Placement of warning signs or other posted information shall be allowed and, once posted, no removal or interference with such signs or information shall be permitted.
- (b) Placement of site access controls, such as gates or fencing, shall be allowed and shall not be damaged or circumvented.
- (c) The Property shall not be used in any manner that may interfere with or affect the integrity of the remedial cap or other components of the remedy, as constructed pursuant to the Amended ROD.
- (d) Construction not approved by EPA that impacts any of the remedial capping or other remedy components shall not occur.
- (e) No interferences with or alterations to the grading, vegetation and surface water and drainage controls shall be made.
- (f) Portions of the Property underlain by Waste Materials and in soil gas noncompliance areas shall not be regraded.
- (g) Areas of asphalt or concrete pavement shall not be removed or improved.
- (h) No penetrations through or interferences (including, but not limited to, utility trench excavations, excavations for fence posts, excavations for planting trees or large bushes, foundation excavations, and foundation piles) with the remedial cap or any other areas with remedial controls shall be made.
- (i) Deep-rooting plants (plants whose root systems will penetrate more than two feet below ground surface) shall not be planted.
- (j) Owners and Occupants shall obtain approval from EPA for settings of irrigation

8

controls in areas underlain by Waste Materials. Such settings shall not be changed without the prior written approval of EPA in accordance with Section 5.01 unless such settings are approved by EPA as part of the remedy selected in the Amended ROD.

- (k) Drainage channels and pipes shall not be blocked, rerouted or otherwise interfered with.
- (l) No new openings shall be made in building floor slabs in buildings located over Waste Materials or over soil gas noncompliance areas.
- (m) Integrity of existing and future foundations shall be maintained in areas underlain by Waste Materials and in soil gas noncompliance areas. All cracks or damage in such foundations shall be reported to the WDIG Site Trust and EPA and the Covenantors covenant that such cracks or damage shall be repaired by the Owner or Occupant.
- (n) Indoor gas controls shall not be circumvented.
- (o) Indoor gas sensors or alarms shall not be turned off or interfered with.
- (p) Soil gas control systems shall not be turned off or interfered with.
- (q) Monitoring points, including but not limited to groundwater monitoring wells, soil gas probes, reservoir leachate collection wells, soil gas vents, and survey monuments, shall not be blocked or otherwise obstructed.
- (r) Monitoring wells shall not be opened; nothing shall be placed into the monitoring wells.
- (s) Liquids recovery systems, liquids treatment systems, and treated liquids storage facilities shall not be turned off or interfered with.
- (t) Groundwater supply or monitoring wells shall not be constructed.
- (u) Owners of the Property shall disclose all land/water use restrictions to all Occupants on the property.
- (v) Owners shall inform the WDIG Site Trust and EPA of the identities of all Occupants on the Property.
- (w) During construction, excavation, or grading of any type on the Property, Owner or Occupant shall take measures to ensure that there is no offsite migration of dust, odors or organic vapors. During such activities, Owner or Occupant shall take appropriate measures to protect the health and welfare of onsite personnel and workers and to prevent offsite impacts.

9

- (x) Owner or Occupant must obtain prior written approval for all building or site modifications on the Property from EPA in accordance with Section 4.01 and Section 5.01.
- (y) Owner or Occupant shall not excavate Waste Materials on the Site, except as authorized by EPA.
- (z) No new construction shall occur on the Property without the prior written approval of EPA in accordance with Section 5.01 and the following requirements:
  - (i) New construction shall be supported by subsurface explorations and analytical laboratory data to characterize the construction area for the possible existence of Waste Materials.
  - (ii) If Waste Materials are discovered in the construction area, they shall be remediated or buildings and structures must be appropriately designed to protect occupants.
  - (iii) Appropriate worker and public health and safety precautions, including but not limited to dust control, safety plans, and other forms of worker protection, must be taken prior to approval of construction.
- (aa) Boreholes, foundation piles, or other subsurface penetrations into the reservoir or any other area of the site which could create conduits allowing Waste Materials to migrate to groundwater shall not be made.
- (bb) Construction workers shall be provided with appropriate personal protective equipment while they are working at the site.
- (cc) Pesticides or herbicides shall not be applied to the capped areas of the site or to areas surrounding monitoring points, except as approved by EPA for use in implementing the remedy selected in the Amended ROD.
- (dd) Use of any septic tanks on the property shall be discontinued and such tanks shall be decommissioned in accordance with local regulations.
- (ee) The Property shall not be used or redeveloped for residential use; use as a hospital, school for people aged 21 and under, or day care center; or other similar uses by sensitive receptors.

4.03. Access for the WDIG Site Trust. The WDIG Site Trust and EPA, and through them, their respective employees, agents, contractors, subcontractors, consultants, and other third parties authorized by the WDIG Trust and EPA shall have reasonable right of entry and access to

10

the Property for implementing any response actions, inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by EPA in order to protect the public health or safety, or the environment. Such activities shall include, but not be limited to:

- (a) Maintaining and monitoring the remedial action selected in the Amended ROD;
- (b) Verifying any data or information submitted to EPA;
- (c) Conducting investigations relating to Waste Materials at or near the Property;
- (d) Obtaining samples;
- (e) Assessing the need for, planning, or implementing additional response actions at or near the Property, if authorized by EPA;
- (f) Assessing implementation of quality assurance and quality control practices as defined in the Quality Assurance Project Plans approved by EPA for the remedial actions;
- (g) Implementing the remedy selected in the Amended ROD;
- (h) Assessing Owner's or Occupant's compliance with this Covenant; and
- (i) Determining whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, in accordance with the Amended ROD.

Nothing in this instrument shall limit or otherwise affect EPA's right of entry and access, or EPA's authority to take response actions under CERCLA, the National Contingency Plan, 40 C.F.R. Part 300, and its successor provisions, or any federal law.

4.04. Enforcement. The WDIG Site Trust shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process and injunctive relief. Failure of a Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the WDIG Site Trust to require that the Covenantor, Owner, or Occupant modify or remove any improvements ("Improvements" herein shall mean all buildings, other structures, landscaping, roads, driveways, and paved parking areas) constructed or placed upon any portion of the Property in violation of the Restrictions. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA or state law, and violation of this Covenant shall be grounds for the WDIG Site Trust to file civil actions as provided by law or equity. The WDIG Site Trust for itself and on behalf of any person or entity responsible for any response action authorized or required by EPA (collectively "Responsible Parties") shall be entitled to recover damages for any violation of the terms of this

Covenant, including but not limited to, the costs incurred by the WDIG Site Trust or by the Responsible Parties to repair any damage to any remedial facilities or any other feature of any response action or to perform the maintenance of the Improvements, and any expenditures incurred by the Trust or such Responsible Parties to reimburse EPA for the agencies' oversight and enforcement costs related to this Covenant or violations thereof. Enforcement of the terms of this Covenant shall be at the discretion of the Covenantee and the third party beneficiaries and any forbearance, delay or omission to exercise their rights under this Covenant for breach hereof shall not be deemed a waiver by them of any such breach or subsequent breach of any term of this Covenant, or of any of their rights under this Covenant.

4.05 Attorneys' Fees. The WDIG Site Trust shall be entitled to recover its attorneys' fees and any costs from Owner and/or Occupant for any efforts, including but not limited to any legal actions, by the WDIG Site Trust to enforce the terms of this Covenant if the WDIG Site Trust prevails in such efforts or legal action.

#### ARTICLE V

#### EXCEPTIONS, TERMINATION, AND TERM

5.01 Exceptions to Land/Water Use Restrictions. If an Owner or an Occupant seeks an exception to the land/water use restrictions in Section 4.01, Owner or Occupant shall obtain the prior written approval of EPA. Owner or Occupant shall submit a request in writing to EPA and to DTSC, with all necessary supporting documentation (such documentation may include appropriate design documents, work plans, and/or calculations). EPA shall respond to such request within a reasonable time, by: 1) providing written approval for the exception; 2) requesting further information in support of the request; 3) providing written approval of the exception with modification; or 4) denying the request. The decision of EPA shall be final and shall not be subject to judicial review. If requested by EPA, any approved exception shall be recorded in the Official Records of Los Angeles County in an Amended and restated Covenant by the person or entity granted the exception.

5.02 Modification. The land/water use restrictions of this Covenant may only be modified upon the written agreement of each Owner and the WDIG Site Trust, with the prior express written approval of EPA. Such modifications shall become effective when they are

12

incorporated into this Covenant and such modified and restated Covenant is executed by each Owner and the WDIG Site Trust and recorded by the Owner.

5.03 Termination. A Covenantor, or any other aggrieved person, may apply to the EPA for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. The decision of EPA regarding any such request shall be final and not subject to judicial review.

5.04 Term. Unless ended in accordance with the Termination paragraph above or by law, this Covenant shall continue in effect in perpetuity.

5.05 Assignment. The WDIG Site Trust, EPA and DTSC may freely assign their interests in this Covenant to any other parties without the approval of the Covenantors. The WDIG Site Trust shall obtain the written consent of EPA prior to any assignment of its interests under this Covenant.

ARTICLE VI  
MISCELLANEOUS

6.01. No Dedication or Taking. 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. Further, nothing set forth in this Covenant shall be construed to effect a taking under state or federal law.

6.02. 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:

06 1903512

13

To Owners:

Gwen Campbell  
c/o Christa Huddle  
235 E. Blossom Place  
Brea, CA 92821

Diane Cote, Trustee  
Phil Campbell and Diane Cote Family Trust  
13068 Caminito Mar Villa  
Del Mar, CA 92014-3608

To WDIG Site Trust:

Michael J. Skinner  
Trustee of the WDIG Site Trust  
Michael J. Skinner Consulting, LLC  
230 Kings Highway East, #300  
Haddonfield, NJ 08033

To EPA:

Russell Mechem  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne St.  
San Francisco, CA 94105  
Re: WDI Superfund Site

Sarah E. Mueller  
Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne St.  
San Francisco, CA 94105  
Re: WDI Superfund Site

To DTSC:

Sara Amir  
Chief, Southern California Cleanup Operations Branch  
Department of Toxic Substances Control  
1011 N. Grandview Ave.  
Glendale, CA 91201

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.

06 1903512

14

6.03. Partial Invalidity. If any portion of the Restrictions or other terms set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant, or the application of such portions to persons or circumstances other than those to which it is found to be invalid, shall remain in full force and effect as if such portion found invalid had not been included herein.

6.04. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

6.05. Third Party Beneficiary. EPA's and DTSC's rights as third party beneficiaries of this Covenant shall be construed pursuant to principles of contract law under the statutory and common law of the State of California.

6.06. Statutory References. All statutory references include successor provisions.

6.07. Waiver of Certain Defenses. Covenantors hereby waive any defense of laches, estoppel or prescription.

6.08. Covenants. Covenantors hereby covenants to and with the Covenantee that the Covenantors are the owners in fee of the Property; that Covenantors have a good and lawful title and have the right and power to impose this Covenant on the Property; that the Property is free and clear of encumbrances as of the date hereof, except those listed in Exhibit C.

Notwithstanding the foregoing, nothing herein shall prevent, preclude, limit or otherwise restrict the filing or recording against the Property of any liens (including but not limited to mortgages, deeds of trust and/or security agreements), encumbrances, covenants, conditions, restrictions, or other documents or instruments, provided that any such liens, encumbrances, covenants, conditions, restrictions, or other documents or instruments shall be subject and subordinate to this Covenant.

06 1903512

16

6.09. Controlling Law. Except as otherwise provided in Section 7.06, the interpretation and performance of this Covenant shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of California.

6.10. Joint Obligations. If there are two or more parties identified as Covenantor in the Covenant, the obligations imposed by this Covenant upon them shall be joint and several.

6.11. Captions. The captions in this Covenant have been inserted solely for convenience of reference and are not a part of this Covenant and shall have no effect upon construction or interpretation.

6.12. Counterparts. The parties may execute this Covenant in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

06 1903512

10

STATE OF NEW JERSEY )  
 )  
COUNTY OF CAMDEN )

On this 7<sup>th</sup> day of August, in the year 2006,

before me Pamela D. Powers, personally appeared

Michael J. Skinner,

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

WITNESS my hand and official seal.

Signature *Pamela D Powers*  
**PAMELA D. POWERS**  
Notary Public of New Jersey  
My Commission Expires 3/2/2011

06 1903512

17

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Gwen Campbell

By: Gwen Campbell

Title:

Date: 8/14/06

Covenantor: Phil Campbell and Diane Cote Family Trust

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

WDIG Site Trust:

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

06 1903512

18

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Gwen Campbell

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Covenantor: Phil Campbell and Diane Cote Family Trust

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

WDIG Site Trust:

By: M J Skinner

Title: Trustee

Date: 8/7/06

06 1903512

19

STATE OF CALIFORNIA )

COUNTY OF Orange )

On this 14th day of August, in the year 2006,

before me Diane J. Iverson, Notary Public, personally appeared

Gwen Campbell

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

WITNESS my hand and official seal.



Signature Diane J. Iverson

06 1903512

70

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Gwen Campbell

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Covenantor: Phil Campbell and Diane Cote Family Trust

By: Diane Cote

Title: trustee for Phil Campbell and Diane Cote

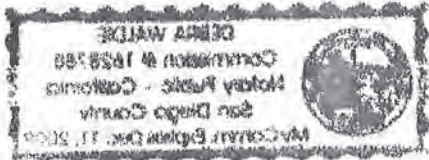
Date: August 1st 2006 Family Trust

WDIG Site Trust:

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_



06 1903512

06 1903512

21

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Diego )

On this 1<sup>st</sup> day of August, in the year 2006

before me Debra Waldle Notary Public personally appeared  
Diane Cote

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

WITNESS my hand and official seal.

Signature Debra Waldle



06 1903512

2006

22

Exhibit A

**PARCEL NUMBER 8167-002-049**

Legal Description:

Parcel 1 of Parcel Map No. 14608, in the City of Santa Fe Springs, in the County of Los Angeles, State of California, as per map filed for record in Book 149, Pages 6 through 8, inclusive of Parcel Maps, in the Office of the County Recorder of Said County.

Except therefrom all oil, gas, and petroleum substances and other minerals contained in or under said property as reserved by Chanslor Caufield Midway Oil Company, a corporation, in Deed recorded January 22, 1932 in Book 11335 Page 264 Official Records.

06 1903512

**Exhibit B**  
Map of Property

23

06 1903512

24

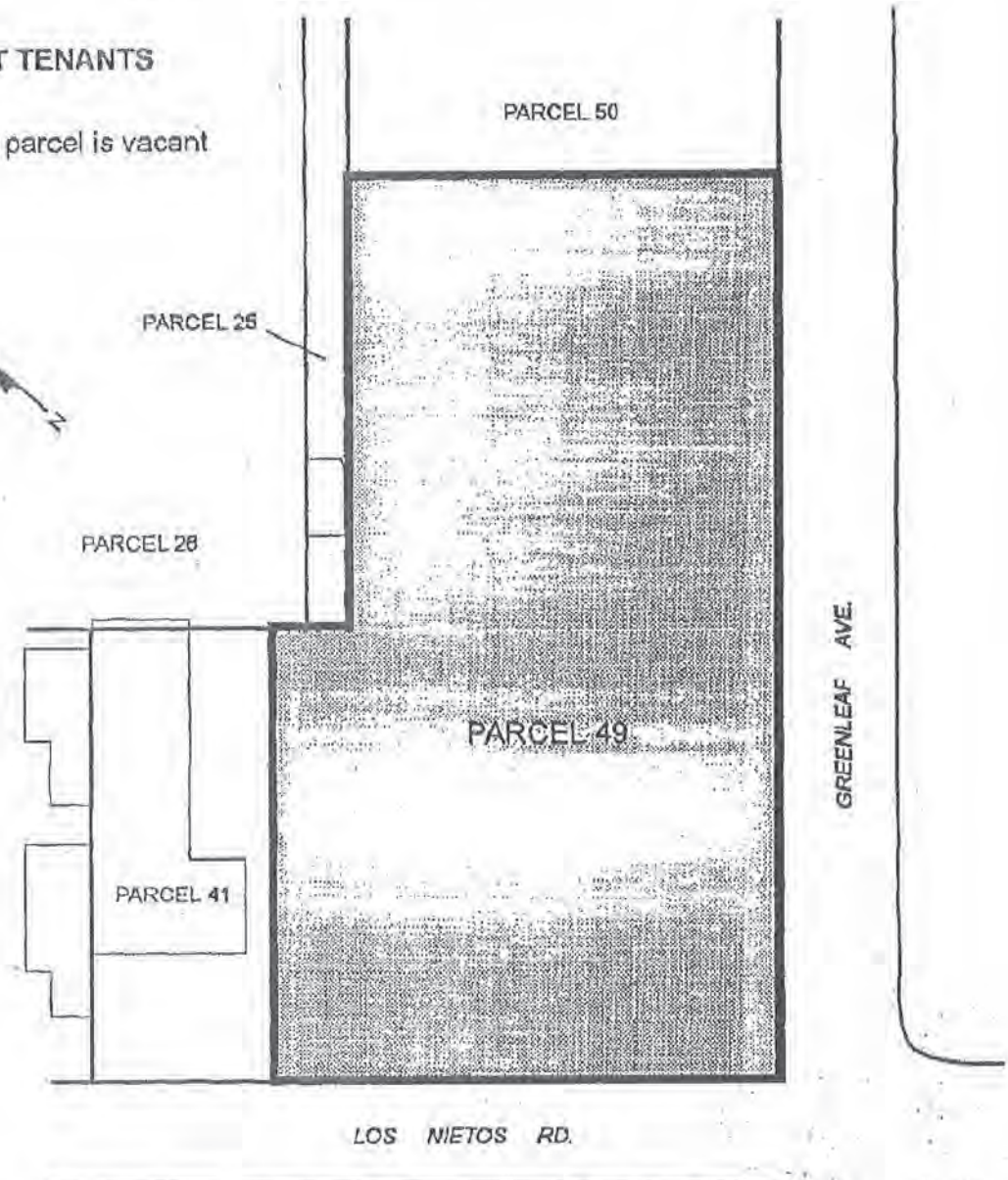
WASTE DISPOSAL, INC.  
SANTA FE SPRINGS, CALIFORNIA  
APN 8167-002-049

CURRENT PARCEL OWNER  
AS OF 2/97

Phil Campbell and Gwen H. Campbell.

CURRENT TENANTS  
AS OF 3/97

None; this parcel is vacant



06 1903512

*JB*

**Exhibit C**  
**Encumbrances**

**06 1903512**

56



Commonwealth Land Title Company  
915 Wilshire Boulevard  
Suite 2100  
Los Angeles, CA 90017  
Phone: (213) 330-3100

LandAmerica Commercial Services  
One Market Street  
Spear Street Tower #1850  
San Francisco, CA 94105

Our File No: 06154537 - 27  
Title Officer: Doug Abernathy  
e-mail: dabernathy@landam.com  
Direct Phone: (213) 330-3055  
Fax: (213) 330-3104

Attn: Amber Adams

Your Reference No: 9951 Greenleaf

Property Address: 9951 Greenleaf Avenue, Santa Fe Springs, California

---

### PRELIMINARY REPORT

---

Dated as of June 1, 2006 at 7:30 a.m.

In response to the above referenced application for a policy of title insurance, Commonwealth Land Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusion from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit B attached. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit B. Copies of the Policy forms should be read. They are available from the office which issued this report.

***Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit B of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.***

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

87

File No: 06154537

### SCHEDULE A

The form of policy of title insurance contemplated by this report is:

**CLTA Standard Owners**

**ALTA Loan 1992**

The estate or interest in the land hereinafter described or referred to covered by this report is:

**A FEE**

Title to said estate or interest at the date hereof is vested in:

**Gwen Campbell, a single woman, who acquired title as wife of Phil Campbell, as to an undivided one-half interest and Phil Campbell and Diane Cote, Trustees of the Phil Campbell and Diane Cote Family Trust UTD June 11, 1999, as his sole and separate property, as to an undivided one-half interest, as tenants in common, subject to Item No. 18, of Schedule B.**

The land referred to herein is situated in the County of Los Angeles, State of California, and is described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

SIEMOC 20

06 1903512

28

File No: 06154537

**EXHIBIT "A"**

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel 1 of Parcel map No. 14608, in the City of Santa Fe Springs, County of Los Angeles, State of California, as per map filed for record in Book 149, Page(s) 6 to 8, inclusive of Parcel Maps, in the Office of the County Recorder of said County.

Except therefrom all oil, gas and petroleum substances and other minerals contained in or under said property as reserved by Chanslor Canfield Midway Oil Company, a Corporation, in deed recorded January 22, 1932, in Book 11335, Page 264, Official Records.

Assessor's Parcel Number: **8167-002-049**

06154537

**06 1903512**

2

File No: 06154537

### SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

- A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2006 - 2007 which are a lien not yet payable.
- B. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2005 - 2006
1st Installment:	\$2,861.41
2nd Installment:	\$2,861.40
Exemption:	\$none
Code Area:	09106
Assessment No.:	8167-002-049

- C. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

- 1. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Purpose:	Public utilities
Recorded:	February 15, 1951, as Instrument No. 2415, Official Records
Affects:	Portions of the herein described land, the exact location of which can be determined by examination of the above-mentioned instrument, which contains a complete legal description of the affected portions of said land.

- 2. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Purpose:	Public utilities
Recorded:	July 3, 1951, as Instrument No. 2712, Official Records
Affects:	Portions of the herein described land, the exact location of which can be determined by examination of the above-mentioned instrument, which contains a complete legal description of the affected portions of said land.



30

File No: 06154537

- 3. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Purpose: Public utilities  
 Recorded: June 7, 1954, as Instrument No. 2403, Official Records  
 Affects: Portions of the herein described land, the exact location of which can be determined by examination of the above-mentioned instrument, which contains a complete legal description of the affected portions of said land.

- 4. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Purpose: Public utilities  
 Recorded: August 19, 1954, as Instrument No. 3212, in Book 45363, Page 392, Official Records  
 Affects: Portions of the herein described land, the exact location of which can be determined by examination of the above-mentioned instrument, which contains a complete legal description of the affected portions of said land.

- 5. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Purpose: Public utilities  
 Recorded: September 6, 1955, as Instrument No. 3587, in Book 48870, Page 303, Official Records  
 Affects: Portions of the herein described land, the exact location of which can be determined by examination of the above-mentioned instrument, which contains a complete legal description of the affected portions of said land.

- 6. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Purpose: Public utilities  
 Recorded: June 21, 1961, as Instrument No. 4473, in Book D-1261, Page 363, Official Records  
 Affects: Portions of the herein described land, the exact location of which can be determined by examination of the above-mentioned instrument, which contains a complete legal description of the affected portions of said land.

- 7. Water rights, claims or title to water, whether or not shown by the public records.

06 1903512

SIGNATURE

31

File No: 06154537

- 8. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount: \$98,000.00  
 Dated: December 4, 1973  
 Trustor: Phil Campbell and Gwen H. Campbell, husband and wife  
 Trustee: Security Pacific National Bank, a National Banking Association  
 Beneficiary: Nollie B. Hudson, a single woman as to an undivided 1/2 interest and Bessie Hudson, a single woman, as to an undivided 1/2 interest, tenants in common  
 Loan No.: Not Shown  
 Recorded: December 31, 1973, as Instrument No. 401, Official Records

The legal description of said Deed of Trust was modified by the judgment recorded May 28, 1982, as Instrument No. 82-549240, Official Records.

If the above-mentioned deed of trust has been paid, or will be paid prior to or at close of escrow, this Company will require the original note, deed of trust and signed request for reconveyance, or the executed full reconveyance for said deed of trust, prior to closing. Any demand(s) for payoff and/or request(s) for full/partial reconveyance, must be executed by all beneficiaries or their successors in interest and their spouses, if married. In the event said beneficiaries/assignees are represented by an agent, proof of agency must be submitted along with the demand(s) and/or request(s) for full/partial reconveyance. To avoid delays please submit all documents to the Company at least one week prior to closing. If you cannot obtain these documents, please contact us.

- 9. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount: \$98,000.00  
 Dated: December 4, 1973  
 Trustor: Phil Campbell and Gwen H. Campbell, husband and wife  
 Trustee: Security Pacific National Bank, a National Banking Association  
 Beneficiary: Delmer L. Carter and Zelda M. Carter, husband and wife as community property  
 Loan No.: Not Shown  
 Recorded: December 31, 1973, as Instrument No. 402, Official Records

An agreement to modify the terms and provisions of said deed of trust as therein provided  
 Executed by: Delmer L. Carter and Zelda M. Carter, and Phil Campbell and Gwen H. Campbell  
 Recorded: July 29, 1975, as Instrument No. 335, Official Records

An assignment of an undivided 1/2 interest in the beneficial interest under said deed of trust which names

As Assignor: Delmer L. Carter  
 As Assignee: Security Pacific National Bank, as Trustee  
 Recorded: June 18, 1980, as Instrument No. 80-589720, Official Records

The legal description of said Deed of Trust was modified by the judgment recorded May 28, 1982, as Instrument No. 82-549240, Official Records.

STANDARD  
 30

38

File No: 06154537

If the above-mentioned deed of trust has been paid, or will be paid prior to or at close of escrow, this Company will require the original note, deed of trust and signed request for reconveyance, or the executed full reconveyance for said deed of trust, prior to closing. Any demand(s) for payoff and/or request(s) for full/partial reconveyance, must be executed by all beneficiaries or their successors in interest and their spouses, if married. In the event said beneficiaries/assignees are represented by an agent, proof of agency must be submitted along with the demand(s) and/or request(s) for full/partial reconveyance. To avoid delays please submit all documents to the Company at least one week prior to closing. If you cannot obtain these documents, please contact us.

- 10. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.
  - Amount: \$318,000.00
  - Dated: January 31, 1985
  - Trustor: Phil Campbell and Gwen H. Campbell, husband and wife as their community property
  - Trustee: First American Title Insurance Company, a California Corporation
  - Beneficiary: Citizens Bank of Costa Mesa, a California Corporation
  - Loan No.: Not Shown
  - Recorded: February 4, 1985, as Instrument No. 85-127300, Official Records

- 11. A document subject to all the terms, provisions and conditions therein contained.
  - Entitled: Loan Agreement
  - Dated: November 2, 1987
  - By and between: Redevelopment Agency of the City of Santa Fe Springs, and Phil Campbell
  - Recorded: November 12, 1987, as Instrument No. 87-1811324, Official Records

Reference is made to said document for full particulars.

- 12. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.
  - Amount: \$47,468.56
  - Dated: August 16, 1991
  - Trustor: Phil Campbell
  - Trustee: Trustors Security Service, a California Corporation
  - Beneficiary: Leslie R. Jones
  - Loan No.: Not Shown
  - Recorded: September 18, 1991, as Instrument No. 91-1475444, Official Records

If the above-mentioned deed of trust has been paid, or will be paid prior to or at close of escrow, this Company will require the original note, deed of trust and signed request for reconveyance, or the executed full reconveyance for said deed of trust, prior to closing. Any demand(s) for payoff and/or request(s) for full/partial reconveyance, must be executed by all beneficiaries or their successors in interest and their spouses, if married. In the event said beneficiaries/assignees are represented by an agent, proof of agency must be submitted along with the demand(s) and/or request(s) for full/partial reconveyance. To avoid delays please submit all documents to the Company at least one week prior to closing. If you cannot obtain these documents, please contact us.

06154537

33

File No: 06154537

13. The matters contained in a document entitled "Notice that Weeds on Property are a Public Nuisance and that Abatement has been or will be done by County and Property Assessed" recorded November 15, 1994, as Instrument No. 94-2058803, of Official Records.

Reference is made to said document for full particulars.

It is further estimated that the cost of such abatement will be \$2,054.88 or more.

14. A pending court action as disclosed by a recorded notice.

Plaintiff: Harvey & Parmelee (formerly known as Darling, Wold & Agee), a California partnership  
 Defendant: Phil Campbell, an individual; Gwendolyn Campbell, an individual; Campbell Pattern Works, Inc., a California Corporation; and Does 1 through 25, inclusive  
 County: Los Angeles  
 Court: Superior Court  
 Case No.: VC 002506  
 Nature of Action: Obtain an order amending the judgment entered on October 9, 1992 nunc pro tunc to correct clerical errors; specifically, the clerical errors appear in both the common and legal description of certain real property obtained therein.  
 Recorded: April 23, 2003, as Instrument No. 03-1156140, Official Records

The terms and provisions contained in the document entitled "Nunc Pro Tunc Judgment by Court After Stipulation for Settlement (CCP Section 664.6)", recorded November 26, 2003, as Instrument No. 03-3583571, Official Records.

15. The matters contained in a document entitled "Notice of Lien Under Comprehensive Environmental Response, Compensation & Liability Act of 1980, as amended" recorded June 16, 2003, as Instrument No. 03-1707778, of Official Records.

Reference is made to said document for full particulars.

16. An abstract of judgment for the amount shown below and any other amounts due.

Debtor: Phil Campbell  
 Creditor: Leslie R. Jones  
 Date entered: December 2, 1998  
 County: Orange County  
 Court: Superior Court  
 Case No.: 796837  
 Amount: \$98,981.43, including penalty and costs  
 Recorded: January 22, 1999, as Instrument No. 99-106114, Official Records  
 Attorney or Party without an Attorney: Leslie R. Jones  
 Law Offices of Leslie R. Jones  
 390 N Brea Blvd., Suite A  
 Brea, California 92821  
 Telephone No.: (714) 255-8500

No examination of said proceedings has yet been made. Upon completion of our examination we will advise you of our findings.

SEP 15 2006 1:31 PM

06 1903512

34

File No: 06154537

17. An abstract of judgment for the amount shown below and any other amounts due.

Debtor: Phil Campbell and Gwendolyn Campbell  
 Creditor: Harvey & Parmelee (fka Darling, Wold & Agee)  
 Date entered: October 9, 1992, (Renewal entered on August 26, 2002)  
 County: Los Angeles  
 Court: Superior Court  
 Southeast - Norwalk  
 Case No.: VC002506  
 Amount: \$427,968.20, including penalty and costs  
 Recorded: February 6, 2003, as Instrument No. 03-366141, Official Records  
 Attorney or  
 Party without an Attorney: Alexander D. Thomson, Esq.  
 Thomson & Nelson  
 15111 East Whittier Blvd., Suite 400  
 Whittier, CA 90603-2189  
 Telephone No.: (562) 945-3536

No examination of said proceedings has yet been made. Upon completion of our examination we will advise you of our findings.

- 18. Any invalidity or defect in the title of Vestees in the event such trust is invalid or fails to confer sufficient powers in the trustees or in the event there is lack of compliance with the terms and provisions of the trust instrument
- 19. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.

An inspection of said land has been ordered, which may result in additional exceptions.

**END OF SCHEDULE B EXCEPTIONS**

**PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**

**06 1903512**

APPENDIX 10 TO ADMINISTRATIVE SETTLEMENT AGREEMENT FOR RESPONSE  
ACTION AND PAYMENT OF RESPONSE COSTS BY BONA FIDE PROSPECTIVE  
PURCHASER BETWEEN EPA AND GREENLEAF

[Surety Bond]

[Letterhead of Bond Issuer]

### PERFORMANCE BOND

Surety's Performance Bond Number: [insert number]  
Date of Execution of Performance Bond: [insert date]  
Effective Date of Performance Bond: [insert date]  
Total Dollar Amount of Performance Bond: \$22,969,655 (the "Penal Sum")

PRINCIPAL: Greenleaf Business Center LLC, a Delaware limited liability company (the "Principal")  
Legal Name: Greenleaf Business Center LLC, a Delaware limited liability company  
Address: 1808 Swift Drive, Oakbrook, IL 60523  
Contact Person(s)/Information: Rick Mathews, Esq.; 1808 Swift Drive, Oakbrook, IL 60523; (630) 586-8126; rmathews@centerpoint.com

SITE INFORMATION:  
Name and Location of Site: Waste Disposal, Inc. Superfund Site, 12731 E. Los Nietos Rd., Santa Fe Springs, CA (the "Site")  
Site/Spill Identification Number: CAD980884357  
Agreement Governing Site Work: That certain Administrative Settlement Agreement for Response Action and Payment of Response Costs by Bona Fide Prospective Purchaser entered into by the EPA and Principal dated November \_\_, 2024 CERCLA Docket No. R9-2025-1 (the "BFPP Agreement", a copy of which is attached as Exhibit A)

#### KNOW ALL PERSONS BY THESE PRESENTS, THAT:

WHEREAS, Principal is required under: (i) the BFPP Agreement and the Engineering Design/Response Action Statement of Work dated November \_\_, 2024 (SOW), a copy of which is attached as Exhibit B to the BFPP Agreement, to perform the Work, as defined in the BFPP Agreement and to fulfill its other obligations as set forth therein, and (ii) under that certain Second Amendment To Cost Reimbursement Agreement" dated March \_\_, 2024 between Principal and Obligees, as defined below (the "Second Amendment"), a copy of which is attached as Exhibit C, to undertake a portion of the Work defined as the Soil Surcharge Work Plan in the Second Amendment; and

WHEREAS, the Principal is required by the BFPP Agreement and the Second Amendment to provide financial assurance to ensure completion of the Work, including, but not limited to, the Soil Surcharge Work Plan; and

WHEREAS, the Principal must comply with the following legal documents (hereinafter referred to as the "Legal Documents"):

- The BFPP Agreement
- The SOW
- The Standby Trust Agreement entered into by Greenleaf and the trustee (Trustee) named therein dated November \_\_, 2024 (Standby Trust Agreement), a copy of which is attached as Exhibit D
- The Second Amendment
- Consent Decree, *U.S v. Adeline R. Bennett, MD Living Trust and Pitts Grandchildren's Trust*, C.D. Cal, Case #CV06-0238, entered on February 28, 2007, a copy of which is attached as Exhibit E; and
- Environmental Restriction Covenant, Official Records of the County of Los Angeles, California, Instrument No. 20071437318, recorded on June 14, 2007, a copy of which is attached as Exhibit E.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Greenleaf Business Center LLC, a Delaware limited liability company, called the Principal, and Lexon Insurance Company, a Texas corporation, called the Surety, and their respective successors and assigns jointly and severally are held and firmly bound unto the United States Environmental Protection Agency (EPA) and WDIG Site Trust, Waste Disposal, Inc. Group, Archer Daniels Midland Company, Atlantic Oil Company, Atlantic Richfield, Chevron U.S.A. Inc., Di-Lo, ExxonMobil Corp., Transocean Worldwide Inc., successor by amalgamation to GlobalSantaFe Corporation, Haliburton Energy Services, Inc., The Boeing Company, Phillips 66 Company, Shell Oil Company, Texaco Inc., and Union Oil Company of California ("WDIG Obligees", collectively with EPA, the "Obligees"), in the Penal Sum for the payment thereof as provided herein.

2. The condition of this obligation is such that if the Principal shall complete the obligations set forth in Soil Surcharge Work Plan according to the BFPP Agreement, the SOW and the Second Amendment within two years of the anniversary of the date that the Surety issues this Bond (or within such further extensions of time that shall be granted by Obligees in writing), and consented to in writing by Surety, evidenced by delivery to the Surety of a written approval thereof by EPA and WDIG Obligees, then this obligation shall be null and void upon the date of such delivery to the Surety of EPA and WDIG Obligees' approval; otherwise to remain in full force and effect. This obligation is subject to the conditions in Sections 1 through 17 hereof. No term in this Section, Sections 3 and 8 hereof, or any other Section hereof shall be construed to modify in a manner the Principal's obligation to maintain a financial assurance for the Work under Sections 86 and 87 of the BFPP Agreement, including the Principal's obligation to replace this Performance Bond prior to its termination or expiration with another financial assurance acceptable to EPA in accordance with the BFPP Agreement and Second Amendment.

3. This Performance Bond runs to the benefit of the named Obligees only, and no other person shall have any rights under this bond. F. Russell Mechem II, Project Manager for EPA, is authorized by EPA and Michael J. Skinner, Project Coordinator of WDIG Group, is authorized by each of the WDIG Obligees to both provide consent and receive notice of EPA and the WDIG Obligees, respectively, for purpose of this Performance Bond. No claim shall be allowed against this bond after the earlier of the expiration of two years from the date set forth in the preceding paragraph, two years from the end of the latest extension of time consented to in writing by the Obligees and Surety, or the date of delivery to the Surety of EPA and WDIG Obligees' approval of the obligations set forth in the Soil Surcharge Work Plan, as provided in the preceding paragraph.

4. Pursuant to and in accordance with the terms of the Agreement, and except as specifically provided in Paragraph 5 below, the Surety shall become liable to perform the obligations of the Legal Documents upon any of the following events (each a Default): (i) Principal's failure to perform the obligations of the BFPP Agreement and/or the SOW, (ii) Principal's failure to perform the Soil Surcharge Work Plan under the Second Amendment, or (iii) EPA assuming the performance of all or any portion(s) of the Work pursuant to paragraphs 66 or 85 of the BFPP Agreement. Upon occurrence of

any such Default, the Surety shall thereupon promptly (and in any event within 30 days after receiving such notification):

- (a) Perform the Work as required by the Legal Documents or Administrative Agreement and specified in EPA's written notice or the Second Amendment as specified in WDIG Obligees' written notice, as applicable; or
- (b) Place funds sufficient to cure the default, as reasonably determined by EPA and WDIG Obligees up to the Total Dollar Amount of this Performance Bond, into the Standby Trust Agreement, in accordance with payment instructions provided by the Trustee.

5. In the event that the Surety does not render such performance or payment within the specified 30-day period, the Surety shall be deemed to be in default of the Performance Bond (as hereby amended) and the WDIG Obligees and/or EPA shall be entitled to enforce any remedy available to it at law, in equity, or otherwise; provided, however, that if such default is susceptible of cure but cannot reasonably be cured within such 30-day period and provided further that Surety shall have commenced to cure such default within such 30-day period and thereafter diligently proceeds to perform the same, such 30-day period shall be extended for such time as is reasonably necessary for Surety in the exercise of due diligence to cure such default, such additional period not to exceed 90 days.

6. EPA may direct Surety to deposit the total dollar amount of the Performance Bond into the trust fund established under the Standby Trust Agreement (the "Standby Trust Fund") in the event that the WDIG Obligees or EPA are notified by Surety that Surety intends to cancel this Performance Bond, and the Principal fails to provide an alternative surety bond or other financial assurance acceptable to EPA and the WDIG Obligees. Surety may cancel this Payment Bond only by sending notice of cancellation to the Principal, EPA, and WDIG, provided, however, that no such cancellation shall be effective during the 120-day period beginning on the date of receipt of the notice of cancellation. If after ninety (90) days of such 120-day period, the Principal has failed to provide alternative financial assurance to EPA in accordance with the terms of the Agreement, EPA shall have the right to direct payment to the Standby Trust Fund. If Principal does not extend this Performance Bond, or provide an acceptable replacement bond, at least thirty (30) days before the expiration date of this Performance Bond, then EPA shall have the right to direct payment from this Performance Bond to the Standby Trust Fund.

7. The Surety, at its option, may make any payment under the Performance Bond by check issued to the Standby Trust Fund.

8. The obligations of the Surety under the Performance Bond shall terminate and be of no further force and effect upon the earlier of: (i) the written agreement of the Principal and the Trustee, with the concurrence of EPA and the WDIG Obligees, consistent with the terms of the BFPP Agreement and the Second Amendment, or by the Trustee and EPA if the Principal and the WDIG Obligees cease to exist; (ii) the termination of Principal's obligations under and in accordance with the BFPP Agreement and the Second Amendment; (iii) the complete exhaustion of the funds comprising the Penal Sum of this Bond as certified in writing by the Trustee to EPA, WDIG and the Principal; or (iv) the completion of the Soil Surcharge Work Plan according to the BFPP Agreement, the SOW and the Second Amendment within two years of the anniversary of the date that the Surety issues this Bond (or within such further extensions of time that shall be granted by Obligees in writing, and consented to in writing by Surety) which the Obligees have approved in writing as provided in this Performance Bond.

9. Except as otherwise provided in this Performance Bond and subject to Principal's rights to a termination of its obligations under the BFPP Agreement pursuant to Section 29 thereof, the Principal may terminate this Performance Bond only by sending written notice of termination to the Surety and to the Obligees, provided, however, that no such termination shall become effective unless and until the Principal has performed the Soil Surcharge Work Plan obligations according to the Second Amendment and this Performance Bond and the Surety receives written authorization for termination of this

Performance Bond by the Obligees, which authorization the WDIG Obligees shall not unreasonably withhold or delay if EPA has provided written approval or confirmation of the completion of such work.

10. Except as otherwise provided herein, the liability of the Surety shall not be discharged by any performance, payment, or succession of payments hereunder, unless and until such performance, payment, or payments shall amount in the aggregate to the Total Dollar Amount of this Performance Bond, but in no event shall the aggregate obligation of the Surety hereunder exceed the amount of said sum.

11. Any modification, revision, or amendment that may be made to the terms of the BFPP Agreement, the SOW, the Second Amendment or the Soil Surcharge Work Plan to be done thereunder, or any extension of the time to perform such Work, or other forbearance on the part of either the Principal or Obligees to the other, shall not in any way release the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors, or assigns from liability hereunder, except as may be expressly provided by any such modification, revision or amendment. The Surety hereby expressly waives notice of any change, revision, or amendment to the BFPP Agreement, the SOW, the Second Amendment or to any related obligations between the Principal and the Obligees.

12. The Surety will immediately notify the Obligees of any of the following events: (a) the filing by the Surety of a petition seeking to take advantage of any laws relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts; (b) the Surety's consent to (or failure to contest in a timely manner) any petition filed against it in an involuntary case under such bankruptcy or other laws; (c) the Surety's application for (or consent to or failure to contest in a timely manner) the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator, or the like of itself or of all or a substantial part of its assets; (d) the Surety's making a general assignment for the benefit of creditors; or (e) the Surety's taking any corporate action for the purpose of effecting any of the foregoing.

13. The Surety hereby agrees that the obligations of the Surety under this Performance Bond shall be in no way impaired or affected by any winding up, insolvency, bankruptcy, or reorganization of the Principal or by any other arrangement or rearrangement of the Principal for the benefit of creditors.

14. This bond is not a forfeiture obligation, and in no event shall the Surety's liability exceed the reasonable cost of completing the obligations set forth in this bond, including, but not limited to, the Soil Surcharge Work Plan described herein not completed by the Principal, or the sum of this bond, whichever is less.

15. Any provision in this Performance Bond that conflicts with CERCLA or any other applicable statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or legal requirement shall be deemed incorporated herein.

16. No right of action shall accrue on this Performance Bond to or for the use of any person other than the Obligees or their executors, administrators, successors, or assigns.

17. All notices, elections, consents, approvals, demands, and requests required or permitted hereunder shall be given in writing to (unless updated from time to time) the addressees included in this Performance Bond, identify the Site, and provide a contact person (and contact information). All such correspondence shall be: (a) effective for all purposes if hand delivered or sent by (i) certified or registered United States mail, postage prepaid, return receipt requested or (ii) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, to the relevant address shown on the first page of this Performance Bond; and (b) effective and deemed received upon the earliest of (i) the actual receipt of the same by personal delivery or otherwise, (ii) one business day after being deposited with a nationally recognized overnight courier service as required above, or (iii) three business days after being deposited in the United States mail as required above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, election, consent, approval, demand, or

request sent. All notices to Surety shall be sent to:

Lexon Insurance Company, Attn: Underwriting Officer  
12890 Lebanon Rd., Mt. Juliet, TN 37122-2870  
Phone: 615.553.9500 / Fax: 615.553.9502

Signed this \_\_\_\_\_ day of November, 2024.

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Attorney-in-Fact

Surety Phone  
No.

APPENDIX 11 TO ADMINISTRATIVE SETTLEMENT AGREEMENT FOR RESPONSE  
ACTION AND PAYMENT OF RESPONSE COSTS BY BONA FIDE PROSPECTIVE  
PURCHASER BETWEEN EPA AND GREENLEAF

[Standby Trust Agreement]

## STANDBY TRUST AGREEMENT

Waste Disposal, Inc. Site

Dated: [Insert Date]

This Standby Trust Agreement (the “Agreement”) relating to [insert trustee-provided trust account number] is entered into as of [insert date] between Greenleaf Business Center LLC (“Greenleaf” or “Grantor”), and [insert name of trustee], [insert as appropriate: “incorporated in the state of [insert name of state]” or “a national bank”] (the “Trustee”). The United States Environmental Protection Agency (“EPA”), an agency of the United States Government, is not a signatory herein, but will act hereunder in accordance with the BFPP Agreement (defined below).

### RECITALS

**Whereas**, EPA and the Grantor have entered into an Administrative Settlement Agreement for Response Action and Payment of Response Costs by Bona Fide Prospective Purchaser, dated [insert date], CERCLA Docket No. R9-2025-1 (hereinafter, the “BFPP Agreement”), pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §§ 9601-9675;

**Whereas**, the Grantor, the Grantor’s Affiliate, CenterPoint Properties Trust, a Maryland Real Estate Investment Trust (“CenterPoint”), and the Waste Disposal, Inc. Group and each of its members (collectively “WDIG”) also have entered into a separate agreement concerning the performance and funding of the work at the Site, as defined below, secured by the Bond, as defined below, under Section 20 of the Second Amendment to the Cost Reimbursement Agreement” (the “Second Amendment”);

**Whereas**, the Grantor shall provide assurance that funds will be available as and when needed for performance of the work at the Site described in and as required by the BFPP Agreement and Section 20 of the Second Amendment (collectively, the “Work”);

**Whereas**, Grantor has obtained Performance Bond No. [redacted] from (the “Bond”) with Lexon Insurance Company, a corporation of the state of Texas (“Surety”), as amended, a copy of which is attached hereto as Exhibit A;

**Whereas**, the proceeds of the Bond, or such other financial assurance consistent with the BFPP Agreement and the Second Amendment and as approved by EPA and WDIG following the completion of the Soil Surcharge Work Plan, as defined in the Second Amendment (the “Soil Surcharge Work Plan”), in accordance with the Second Amendment, shall be used to fund the trust established by this Agreement as may be needed to fund the Work;

**Whereas**, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee;

**Now, therefore**, the Grantor and the Trustee agree as follows:

**Section 1. Definitions. As used in this Agreement:**

- (a) "Agreement" has the meaning provided in the first paragraph of this Agreement.
- (b) "Beneficiary" means any person or entity entitled to seek payment from the Trust consistent with its terms and this Agreement.
- (c) "BFPP Agreement" has the meaning provided in the Recitals.
- (d) "Bond" has the meaning provided in the Recitals.
- (e) "CenterPoint" has the meaning provided in the Recitals.
- (f) "CERCLA" has the meaning provided in the Recitals.
- (g) "Claim Certificate" has the meaning assigned thereto in Section 4 of this Agreement.
- (h) "EPA" has the meaning provided in the first paragraph of this Agreement.
- (i) "Fund" has the meaning assigned thereto in Section 3 of this Agreement.
- (j) "Grantor" has the meaning provided in the first paragraph of this Agreement, along with any successors or assigns of the Grantor.
- (k) "Second Amendment" has the meaning set forth in Recitals
- (l) "Site" has the meaning provided in Section 2.
- (m) "Surety" has the meaning provided in the Recitals.
- (n) "Trust" has the meaning provided in Section 3.
- (o) "Trust Assets" has the meaning provided in Section 3.
- (p) "Trustee" has the meaning provided in the first paragraph of this Agreement, along with any successor Trustee appointed pursuant to Section 11.
- (q) "WDIG" has the meaning provided in the Recitals.
- (r) "Work" has the meaning provided in the Recitals.
- (s) "Work Takeover" has the meaning assigned thereto in the BFPP Agreement.

Capitalized terms not otherwise defined herein shall have the meanings provided in

CERCLA and/or the National Contingency Plan, 40 C.F.R. Part 300.

**Section 2. Identification of Site and Cost Estimate.** This Agreement pertains to costs for the Work required at the Waste Disposal, Inc. Superfund Site in Santa Fe Springs, California (the "Site") pursuant to the BFPP Agreement and Section 20 of the Second Amendment.

**Section 3. Establishment of Trust.** The Grantor and the Trustee hereby establish a trust fund (the "Trust"). The Grantor and the Trustee acknowledge that the purpose of the Trust is to fulfill the Grantor's Work obligations under the BFPP Agreement and the Second Amendment. All expenditures from the Trust shall be to fulfill the legal obligations of the Grantor to perform the Work, and not any obligation of EPA. An independent third party will not have access to the Trust except as herein provided. The Trust is established initially as consisting of cash and/or cash equivalents in the amount of \$0, which is acceptable to the Trustee and described in Schedule A attached hereto. Such funds, along with any other cash and/or cash equivalents subsequently transferred to the Trustee, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement, are referred to herein collectively as the "Trust Assets." The Trust Assets shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor under the BFPP Agreement or the Second Amendment.

**Section 4. Payment for Work Required Under the BFPP Agreement.** The Grantor will not use this Standby Trust to fund Work performed under the BFPP Agreement or the Second Amendment. The Trustee shall make payments from the Trust to finance the Work under EPA's oversight in accordance with the following procedures:

(a) From time to time, the WDIG and/or its representatives or contractors, or contractors selected by the Trustee, may request that the Trustee make payment from the Trust for Work performed or to be performed by delivering to the Trustee a written request for payment signed by an officer of the requesting entity. A copy of the payment request shall also be sent to EPA. Any payment request should be in a form substantially identical to the sample provided in Exhibit B and, at a minimum, should:

(i) Include a certification that the request is submitted for Work performed or to be performed;

(ii) Describe the Work that has been performed or will be performed;

(iii) Specify the amount of funds requested from the Trust;  
and

(iv) Identify the payee(s) of the funds requested.

(b) As part of EPA's oversight role regarding the implementation of Work, EPA may object, in whole or in part, to any payment request under subparagraph (a) only on the grounds that the requested payment is either not for the costs of Work or is otherwise inconsistent with the terms and conditions of the BFPP Agreement. If EPA objects to any payment request, EPA shall advise the Trustee and requesting entity in writing, by stating whether EPA objects to all or only part of the payment requested and the basis for the objection.

(c) If the Trustee receives a payment request under subparagraph (a) and EPA advises the Trustee in writing that payment from the Trust is necessary to fulfill the obligations of the Grantor under the BFPP Agreement, the Trustee shall promptly make the requested payment from the Trust.

(d) If EPA objects to any payment request under subparagraph (b), the Trustee shall promptly make payments from the Trust for the portion of the requested payment, if any, that is not subject to an objection by EPA. The Trustee shall not make any payment from the Trust for any portion of the requested payment that is subject to an EPA objection.

(e) If, at any time during the term of the Agreement, EPA takes over the performance of all or any portion(s) of the Work under the terms of the BFPP Agreement, EPA shall notify the Trustee in writing of EPA's commencement of Work. Upon Trustee receiving such written notice from EPA, the disbursement procedures set forth in Sections 4(a)-(d) above shall immediately be suspended for costs of Work taken over by EPA. Notwithstanding the issuance of such written notice from EPA, the Trustee may make payments from the Trust in accordance with the disbursement procedures set forth in Section 4(a)-(d) above for costs of Work performed or to be performed under the BFPP Agreement not taken over by EPA. Such payments cannot be for work taken over by EPA and its contractors. If EPA ceases Work it had taken over, EPA shall so notify the Trustee in writing and, upon the Trustee's receipt of such notice, the disbursement procedures specified in Sections 4(a)-(d) above shall be reinstated.

(f) The Grantor may request the Trustee to return to the Surety or any provider of funds under any other financial assurance that EPA may approve under the BFPP Agreement any funds that remain after all of the Work has been completed. A copy of the request shall also be sent to EPA and WDIG. If EPA advises the Trustee in writing that Trust Assets are no longer necessary to fulfill the Grantor's obligations under the BFPP Agreement, the Trustee shall promptly return any remaining Trust Assets to the Surety or any provider of funds under any other financial assurance that EPA may approve under the BFPP Agreement. In such an event, EPA shall notify the Grantor and WDIG in writing that Trust Assets are no longer necessary to fulfill Grantor's obligations under the BFPP Agreement.

(g) This Section does not limit or alter the United States' authority under CERCLA Section 107, 42 U.S.C. § 9607.

**Section 5. Trustee Management.** The Trustee shall invest and reinvest the principal and income of the Trust and keep the Trust invested as a single fund, without distinction between principal and income, in accordance with directions which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Trust Assets, the Trustee shall discharge its duties with respect to the Trust solely in a fiduciary capacity consistent with the purpose of this Agreement and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(a) Securities or other obligations of any person or entity shall not be acquired or held, unless they are securities or other obligations of the federal or a state government;

(b) The Trustee is authorized to invest the Trust Assets in time or demand deposits of the Trustee, to the extent insured by an agency of the federal or state government; and

(c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

**Section 6. Express Powers of Trustee.** Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(b) To receive, manage, invest, supervise, and protect the Trust Assets, and to withdraw, make distributions, and pay taxes, if applicable or required, and other obligations owed by the Trust;

(c) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale;

(d) To retain and pay employees and professionals as the Trustee may deem necessary or appropriate to assist the Trustee with respect to the responsibilities described herein, including the performance of Work if directed to do so by EPA upon a written notice; provided, however, that: (i) EPA may (using objective criteria) review and approve of the qualifications for environmental contractors and/or consultants the Trustee proposes to perform the Work; (ii) EPA may not select, recommend, or propose any firms or individuals for hire/employment by the Trustee; (iii) the funds or other

Trust Assets that Trustee may receive from proceeds (“Bond Proceeds”) under the “Bond with Surety shall first be paid to WDIG upon receipt of a written request from WDIG to perform the Work, and a written notice from EPA authorizing the release of Trust Assets to WDIG for this purpose; and (iv) Bond Proceeds shall be paid to such person or entity other than WDIG that will perform the Work if EPA provides written notice to Trustee stating that WDIG has defaulted or otherwise has failed to perform the Work. The Trustee shall reimburse, or provide advance payment as applicable, to members of WDIG or any other person or entity if they are performing the Work in accordance with the terms of the Trust;

(e) To prepare work plans and budgets of projected expenditures from the Trust for EPA’s review in order to ensure compliance with the BFPP Agreement under the oversight of EPA; and

(f) To use its best efforts to comply with any requirements set forth in the BFPP Agreement relating to access and institutional controls that are needed to implement the Work if Trustee or any professional or entity Trustee retains performs the Work.

**Section 7. Taxes and Expenses.** All taxes of any kind that may be assessed or levied against or in respect of the Trust shall be paid from the Trust. All other expenses and charges incurred by the Trustee in connection with the administration of the Trust shall be paid by the Grantor.

**Section 8. Annual Valuation.** Until the Trust is funded, annual valuations are not required. Once the Trust is funded, the Trustee shall annually, no more than 30 days after the anniversary date of establishment of the Trust, furnish to the Grantor, EPA and WDIG a statement confirming the value of the Trust. The annual valuation shall include an accounting of any fees or expenses levied against the Trust. The Trustee shall also provide such information concerning the Trust as EPA or WDIG may request from time to time.

**Section 9. Advice of Counsel.** The Trustee may from time to time consult with counsel with respect to questions relating to the construction of this Agreement or any action to be taken hereunder, except for questions relating to EPA’s determinations under Section 4 or EPA’s authorities under the BFPP Agreement. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

**Section 10. Trustee Compensation.** The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing with the Grantor and as notified in writing to EPA; provided, however, that the Trustee shall have minimal duties and shall be entitled to minimal compensation, if any, for time periods in which the Trustee does not make payments from the Fund for Work performed under the BFPP Agreement.

**Section 11. Trustee and Successor Trustee.** The Trustee and any replacement Trustee must not be affiliated with the Grantor. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepted such appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the cash and/or cash equivalents then constituting the Trust Assets. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the Trust in a writing sent to the Grantor, EPA, WDIG, and the present Trustee by certified mail 10 days before the change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 7.

**Section 12. Instructions to the Trustee.** All orders, requests, and instructions to the Trustee shall be in writing, signed by such persons as are empowered to act on behalf of the entity sending such orders, requests, and instructions to the Trustee, including those designated in the attached Exhibit D or such other designees as the Grantor may designate by amendment to Exhibit D. The Trustee shall be fully protected in acting without inquiry on such written instructions given in accordance with the terms of this Agreement. The Trustee shall have no duty to act in the absence of such written instructions, except as expressly provided for herein.

**Section 13. Amendment of Agreement.** This Agreement may be amended by an instrument in writing executed by the Grantor and the Trustee, with the prior written consent of EPA and WDIG, or by the Trustee, EPA and WDIG if the Grantor ceases to exist; provided, however, that this Agreement may not be amended to name EPA as a Beneficiary of the Trust or to direct funds to EPA or an EPA contractor.

**Section 14. Irrevocability and Termination.** Subject to the right of the parties to amend this Agreement, this Trust shall be irrevocable and shall continue until terminated upon the earlier to occur of (a) the written agreement of the Grantor and the Trustee, with the concurrence of EPA and WDIG, consistent with the terms of the BFPP Agreement and the Second Amendment or by the Trustee and EPA if the Grantor or WDIG cease to exist (b) the complete exhaustion of the Fund comprising the Trust as certified in writing by the Trustee to EPA, WDIG and the Grantor. Notwithstanding any term or condition to the contrary in this Section or this Agreement, any requirement to fund, pay for or perform the Soil Surcharge Work Plan, as defined in the Second Amendment, under this Agreement shall terminate and be of no further force or effect on the earlier of: (i) WDIG's termination of the Second Amendment under Section 11 thereof; (ii) the Grantor's completion of the Soil Surcharge Work Plan in accordance with the Second Amendment; or (iii) the Grantor obtaining a temporary certificate of occupancy or its substantial equivalent from the City of Santa Fe Springs. Upon termination of the Trust pursuant to Section 14(a), all remaining Trust Property (if any), less final Trust administration expenses, shall be delivered to the Surety to the extent that such Trust Property comprises Bond Proceeds and to the Grantor of all other Trust Property.

**Section 15. Immunity and Indemnification.** The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor, EPA or WDIG so long as such directions are not inconsistent with this Agreement, the BFPP Agreement, and/or the Second Amendment. The Trustee shall be indemnified and saved harmless by the Grantor from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct made by the Trustee in its official capacity and in accordance with the terms of this Agreement, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense. EPA does not indemnify either the Grantor or the Trustee due to the restrictions imposed by the Anti-Deficiency Act, 31 U.S.C. 1341.

**Section 16. Choice of Law.** This Agreement shall be administered, construed, and enforced according to the laws of the State of California with regard to claims by the Grantor, Trustee, or any party other than EPA. Claims involving EPA are subject to federal law.

**Section 17. Interpretation.** As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. In the event of a conflict in the wording of this Agreement and the BFPP Agreement, the wording of the BFPP Agreement shall prevail.

**Section 18. Notices.** All notices and other communications given under this Agreement shall be in writing, identify the Site, provide a contact person (and contact information), and be addressed to the parties as follows or to such other address as the parties shall by written notice designate:

(a) If to the Grantor, to [insert name(s), title(s), address(es), and contact information (phone number(s), email address(es), etc.)].

(b) If to the Trustee, to [insert name(s), title(s), address(es), and contact information (phone number(s), email address(es), etc.)].

(c) If to EPA, Russell Mechem, Remedial Project Manager, 75 Hawthorne Street, San Francisco, CA 94105, Mail Code: SEMD-7-2, Phone: (415) 972-3192, email: [mechem.russell@epa.gov](mailto:mechem.russell@epa.gov).

(d) If to WDIG, to Michael Skinner, Michael J. Skinner Consulting, LLC, 230 Kings Highway East, Suite 300, Haddonfield NJ 08033, Phone: (609) 335-5800, [mjs@superfundmanagement.com](mailto:mjs@superfundmanagement.com).

**Section 19. Other.** The Grantor shall provide a copy of the BFPP Agreement and the Second Amendment to the Trustee, and the Grantor shall submit an originally-signed duplicate of the executed Agreement to EPA and WDIG.

[SIGNATURES ON FOLLOWING PAGE]

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**FOR THE GRANTOR:**

Date: \_\_\_\_\_

By [signature]: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

State of [insert state]

County of [insert county]

On this [insert date], before me personally came [insert name of PRP/Respondent's signatory], to me known, who, being by me duly sworn, did depose and say that she/he is [insert title] of Greenleaf Business Center LLC, the entity described in and which executed the above instrument; and that she/he signed her/his name thereto.

[Signature of Notary Public]

**FOR THE TRUSTEE:**

Date: \_\_\_\_\_

By [signature]: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this [insert date], before me personally came [insert name of Trustee's signatory], to me known, who, being by me duly sworn, did depose and say that she/he is [insert title] of [insert name of Trustee], the entity described in and which executed the above instrument; and that she/he signed her/his name thereto.

\_\_\_\_\_  
[Signature of Notary Public]

**Schedule A**  
**Initial Trust Funding**

<b>DATE</b>	<b>FUNDING VALUE FOR WORK</b>
[insert date]	\$0.00

**Exhibit B**  
**Sample Claim Certificate**

[Insert date]

[Insert Trustee's name pursuant to Trust Agreement's preamble]

[Insert Trustee's address pursuant to Section [18(a)] of Trust Agreement]

[Insert WDIG's name pursuant to Sections [19(d)] of Trust Agreement]

[Insert address pursuant to Sections [19(d)] of Trust Agreement]

Re: Request for payment from the Trust [insert trust account number or other identifying information] established as financial assurance for the Waste Disposal Inc. Superfund Site, Santa Fe Springs, California

Dear [insert name of Trustee]:

Pursuant to Section 4(a) of the subject trust, [the WDIG or its Authorized Representative] hereby requests that the Trustee make payment from the trust for Work performed under the Settlement. The bases for the payment request are more fully described below, as follows:

1. Certification: [insert certification from WDIG or WDIG's Authorized Representative that the request is submitted for Work performed in accordance with the Settlement].
2. Description of Applicable Work: [insert description of the Work that has been performed].
3. Amount of Payment Request: [insert amount of funds requested from trust].
4. Proposed Payee: [insert identification of payee(s) of the funds requested].

Please let me know if you have any questions. I can be reached at [insert telephone number and email address].

Sincerely,

\_\_\_\_\_  
[insert name of WDIG or its Authorized Representative]

[insert address of the WDIG or its Authorized Representative]

[cc: [Insert EPA staff to receive notice of payment requests pursuant to Section [19(c)] of Trust Agreement]]

**Exhibit C**  
**Trustee Fee Schedule**

- Account Acceptance Fee: **[insert amount]** (one-time fee payable to the Trustee at the commencement of this Agreement]
  
- Annual Trustee Fee: **[insert amount]** (payable to the Trustee at the commencement of the Agreement and on each annual anniversary thereafter with no proration]

**Exhibit D**

**CERTIFICATE OF AUTHORIZED REPRESENTATIVES**

Re: Standby Trust Agreement dated as of [Insert Date], by and among Greenleaf Business Center LLC, [insert name of trustee],. Shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Greenleaf Business Center LLC and are hereby authorized to initiate and approve transactions of all types on behalf of Greenleaf Business Center LLC for the Standby Trust Agreement listed above.

**NAME**

**TITLE**

**SIGNATURE**

\_\_\_\_\_

Date: \_\_\_\_\_