216 SLAUSON SITE ACCESS AGREEMENT:
PERMISSION TO ENTER PROPERTY FOR INVESTIGATION AND TESTING

This Site Access Agreement ("Agreement") is made by and between Sergio Solis, Angela Solis, and Aracely Investment Property, LLC (collectively referred to as "Owner"), and Edward, Don, Scott and Paul Devore (collectively referred to as the "Devores"), Bowyer Environmental Consulting, Inc. ("BEC") and its subcontractors, Clean Harbors, Inc. ("Clean Harbors"), the United States Environmental Protection Agency Emergency Response Program ("USEPA-ERP"), the Los Angeles Area Regional Water Quality Control Board ("RWQCB"), and South Coast Air Quality Management District ("SCQAMD") regarding the Owner's property located at 216 W. Slauson, Los Angeles, California ("Site") in connection with emergency response activities related to the tanker fire incident which occurred on or about March 17, 2019 and the proposed Investigation Work Plan (the "Plan"). The Devores, BEC, Clean Harbors, the USEPA-ERP, RWQCB, and SCQAMD request permission to enter the Site for the exclusive purposes of conducting environmental investigation activities.

1. Owner hereby gives permission to the Devores, BEC, Clean Harbors, the USEPA-ERP, RWQCB, and SCQAMD's agents or assigns (including, but not limited to their employees, authorized environmental consultants and/or contractors (collectively, "Authorized Parties") to enter upon the Site to perform investigation activities at the Site. This permission is effective immediately upon the execution of this Agreement by Owner(s).

2. Owner hereby represents and warrants that Owner has full and complete authority to allow access to the Site and that Owner shall be responsible for any and all necessary notice, if any, to any tenants, occupants, or additional parties who may have any possessory interest in access to the Site.

3. The permission granted by Owner under this Agreement is contemplated to be used for the following investigation activities that may be performed by Authorized Parties:

a. Investigation of soil, soil vapor and groundwater, including, but not limited to, the installation of soil borings, test pits, soil vapor probes and/or groundwater monitoring wells, the use of geophysical equipment, the use of drilling equipment for collection of soil, soil vapor and sediment samples, the logging, gauging and sampling of existing wells, video taping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, soil vapor or other material deemed appropriate by the Plan and the like.

b. On-Site observation and oversight of environmental investigation activities.

c. Disclosure of environmental information as required by law.

4. Upon completion of the investigation, Authorized Parties will restore the property as reasonably near as practicable to its condition immediately prior to the commencement of such investigation activities.

5. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner's successors and assigns for any contamination discovered on the Site. Further, the creation of and participation in this agreement and the participation in any of the investigation activities and/or any emergency response activities by any party is not intended, nor should it be construed, as an admission of liability or responsibility on the part of any party, nor shall participation in this agreement, the investigation activities, and/or any emergency response activities be deemed an admission of or any evidence of liability or used for any other purpose.

6. Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after agreement from the Owner.

7. Authorized Parties shall enter upon the Site at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of the Owner.

8. Each Authorized Party severally hereby indemnifies and holds Owner harmless from any and all claims or causes of action arising out of or related to the acts or omissions of said Authorized Party in connection with the performance of activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of Owner.

9. Owner will be supplied with all information derived from the environmental investigation conducted at the Site under the Plan.

10. Owner ensures that Owner and any/all Site operators will give Authorized Parties access to the entire Site for the purposes set forth in this Agreement.

11. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the Site, if any.

12. Authorized Parties will give notice to the Owner at least forty-eight (48) hours in advance of the start of field activities on the Site.

13. Any party to this Agreement may terminate this Agreement by giving two (2) weeks advanced written notice, or all parties may terminate the Agreement at any time by written agreement.

14. This Agreement shall expire upon the USEPA-ERP and RWQCB written concurrence that work is complete at the Site.

_____	_____
Sergio Solis	Angela Solis
_____	_____
Date	Date

Site Owner's Telephone Number: _____
Site Owner's Mailing Address (if other than Site address): _____

_____

For the benefit of:

Bowyer Environmental Consulting, Inc.

_____	_____
Don De Vore	By:
_____	_____
Date	Date
United States Environmental Protection Agency Emergency Response Program	South Coast Air Quality Management District
_____	_____
By:	By:
_____	_____
Date	Date

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