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, Bowyer ~~Environmetal~~Environmental Consulting, Inc. ("BEC")~~BEC, Clean Harbors~~, the United States Environmental Protection Agency Response Program ("USEPA-ERP"), the Los Angeles Area Regional Water Quality Control Board ("RWQCB"), and South Coast Air Quality Management District (SCAQMD)~~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. Liability Insurance:

9.1 Carried By Devores And BEC: ~~Devores and~~ BEC maintains and shall ~~obtain and~~ keep in force a Commercial General Liability policy of insurance for the environmental investigation work to be performed onsite as described in Section 3 above which shall protecting ~~-~~Owner as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of Devores and BEC's activities under this Agreement. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. A copy of the endorsement to remain in effect is attached hereto as Exhibit "A." ~~Devores and~~ BEC expressly agrees to include Owner as an additional insured under the policy endorsement in Exhibit "A". ~~shall add Owner as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional InsuredManagers or Lessors of Premises" Endorsement. The policy shall not contain any intracured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of Devore's and BEC's indemnity obligations under this Agreement.~~ The limits of said insurance shall not, however, limit the liability of Devores ~~and BEC~~ nor relieve Devores ~~and BEC~~ of any obligation hereunder. Devores and BEC shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Owner, whose insurance shall be considered excess insurance only.

9.2 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A,VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Devores and BEC shall not do or permit to be done anything which invalidates the required insurance policies. ~~Devores and BEC shall, prior to the Start Date, deliver to Owner certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. N~~The policy noted in Exhibit "A"~~o such policy~~ shall not be cancelable or subject to modification except after 30 days prior written notice to Owner. Devores and BEC shall, at least 10 days prior to the expiration of such policies, furnish Owner with evidence of renewals or "insurance binders" evidencing renewal thereof, or Owner may increase his liability insurance coverage and charge the cost thereof to Devores ~~and BEC~~, which amount shall be payable by Devores ~~and BEC~~ to Owner upon demand. Such policies shall be for a term of at least one year, or the length of the activities of this Agreement whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

~~9.~~10. Owner will be supplied with all information derived from the environmental investigation conducted at the Site under the Pl~~an~~.

~~10.~~11. 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.~~12. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the Site, if any.

Formatted: List Paragraph, Left, No bullets or numbering, Tab stops: Not at 0.25"

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

Formatted: Indent: Left: 0.75"

~~12.~~13. 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.~~14. 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.~~15. This Agreement shall expire upon the USEPA-ERP and RWQCB written concurrence that work is complete at the Site.

16. Notices:

16.1 Notice Requirements. All notices required or permitted by this Agreement or applicable law related to the Agreement shall be in ~~writing~~writing and may be delivered in person (by hand or by courier), by regular, certified or registered mail, Fed Ex, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 16. The addresses noted below shall be that Party's address for delivery or mailing of notices. Any Party may by written notice to the other specify a different address for notice:

If to Owner:

Sergio Solis, Angela Solis and
Aracely Property Investment, LLC
c/o James W. Bates
Law Offices Of James W. Bates,
A Professional Corporation
1055 E. Colorado Blvd., 5th Floor
Pasadena, California 91106-2327
Telephone (818) 248-1911
Email: jbates@jbateslaw.com

If to Devores:
Don and Ed DeVore
c/o Michael B. Lebow
Slaughter, Reagan, & Cole, LLP
625 E. Santa Clara Street, Suite 101
Ventura, California 93001
Telephone: (805) 658-7800
Email: mlebow@srllplaw.com

~~If to BEC:~~
~~Brett Bowyer, P.G.~~
~~Bowyer Environmental Consulting, Inc.~~
~~17011 Beach Boulevard, Suite 900~~
~~Huntington Beach, California 92647~~
~~Telephone: (714) 878-3181~~
~~Email: brettbowyer@bowyerenvironmental.com~~

16.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If

Formatted: Superscript

notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

17. Entire Agreement. This Agreement is the entire agreement between the Parties hereto relating to the subject matter of this Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties with regard to the subject matter hereof are contained in this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any Party to any other Party with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged in this Agreement and superseded hereby. This Agreement is an integrated Agreement. This Agreement may not be altered, amended or modified unless otherwise agreed to in writing and signed by all of the Parties hereto.

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5"

18. California Law. This Agreement is to be governed by and interpreted in accordance with the laws of the State of California.

19. Severability. Should any portion (word, clause, phrase, sentence or paragraph) of this Agreement be declared void or unenforceable by a court of competent jurisdiction, such portions shall be considered independent and severable from the remainder of the terms and provisions of this Agreement and the validity of which shall remain unaffected.

20. Authority. Each person and entity signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matter contained herein and as stated herein.

21. Additional Acts. The Parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms of this Agreement.

22. Counterpart Execution, Facsimile and Electronic Transmission. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall be deemed one and the same original fully executed Agreement. Signatures and initials hereto transmitted by facsimile or electronically shall be deemed valid and binding for all purposes.

Sergio Solis	Angela Solis
Date	Date

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

Formatted: Level 1

For the benefit of:

	~~Bowyer Environmental Consulting, Inc.~~
~~Don De Vore~~	~~By:~~
Don De Vore	

[PAGE]

Date

~~United States Environmental Protection Agency Emergency Response Program~~

~~By:~~

~~Date~~

~~Date~~

~~South Coast Air Quality Management District~~

~~By:~~

~~Date~~

~~Los Angeles Area Regional Water Quality Control Board~~

~~By:~~

~~Date~~