



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

October 22, 2024

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

DELEGATED AUTHORITY TO EXECUTE A THREE-YEAR (3) LICENSE AGREEMENT AND FIVE-YEAR (5) TOLLING AGREEMENT WITH REGENCY CENTER, LLC FOR ACCESS TO LAKEWOOD GOLF COURSE FOR GROUNDWATER MONITORING (SUPERVISORIAL DISTRICT 5) (3-VOTES)

SUBJECT

Approval of the recommended actions will authorize the Director of Parks and Recreation to execute a three-year (3) Right of Entry/License Agreement to allow for continued site access and rental payments at Lakewood Golf Course, with Regency Center, LLC, a for-profit property management company.

The proposed License Agreement will renew the License issued by the Director of the Department of Parks and Recreation to Regency Center, LLC, which expired July 18, 2024.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions are within the scope of a previously approved exemption from the California Environmental Quality Act, for the reasons stated in this Board letter and in the record of the project.
2. Find pursuant to Government Code Section 25907, that continued access to the existing monitoring wells provided by Regency Center, LLC are necessary to meet monitoring requirements as mandated by the California Regional Water Quality Control Board, Los Angeles to conduct groundwater sampling as part of an investigation to evaluate whether the contaminants of concern have migrated to adjacent properties.

3. Authorize the Director of the Department of Parks and Recreation, or her designee, to renew, execute, and amend a non-exclusive, gratis License Agreement with Regency Center, LLC for a three-year (3) term, approved as to form by County Counsel.

4. Authorize the Director of the Department of Parks and Recreation, or her designee, to renew, execute, and amend a non-exclusive, Tolling Agreement with Regency Center, LLC for a five-year (5) term, approved as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Lakewood Golf Course (Golf Course) is a County of Los Angeles (County)-owned 18-hole regulation length course that was built in 1933 and includes 176 acres of lakes and tree-lined fairways. Through a public and private partnership, the Golf Course is operated under management lease agreements. The Golf Course is located southeast of the Lakewood Kohl's Department Store (Kohl's). During environmental due diligence activities conducted in association with the construction of Kohl's, volatile organic compounds (VOCs)-affected soil and groundwater was detected beneath the site, the former Cal Cleaners location now owned and managed by Regency Center, LLC (Regency). Such VOCs migrated off-site through groundwater towards the Golf Course. Accordingly, the California Regional Water Quality Control Board, Los Angeles (Regional Board) requested the County grant Regency access to the Golf Course to install a groundwater monitoring well and conduct groundwater sampling as part of an "investigation to evaluate whether the contaminants of concern have migrated to adjacent properties."

On July 9, 2019, the Board previously approved of a five-year license agreement for Regency to access the County property for the purpose of accessing the for groundwater monitoring well and conduct groundwater sampling. The current recommended action is to approve an additional three-year (3) License Agreement with an accompanying five-year (5) Tolling Agreement to comply with the Regional Board's request, allowing Regency continued access to the Golf Course for groundwater monitoring and annual groundwater sampling near holes 8 and 9, which would assist in preserving any potential action against Regency for environmental contamination liability. The License Agreement between Regency and County is needed for Regency to complete its mandated scope of work, which includes Groundwater Monitoring Well Sampling, and Data Evaluation and Report Preparation. The License Agreement also provides that the groundwater sampling results be provided to the County. This activity is authorized pursuant to Government Code section 25907.

Implementation of Strategic Plan Goals

The recommended actions will further the County's Strategic Plan Goal to Foster Vibrant

and Resilient Communities and improving Sustainability through continued Environmental Justice efforts that facilitate healthy communities and provide access to clean air, soil, and water, particularly in communities that have long endured industrial contamination. (Northstar 2.D.iv).

Implementation of County Sustainability Goals

Adopted by the Board in 2019, the Our County Sustainability Plan establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed action will achieve the goals of licensing and/or allowing access to Regency to support human health and resilience (Goal 2).

FISCAL IMPACT/FINANCING

There is no net-County cost incurred from the recommended actions. Regency shall pay the County an annual fee of \$1,590, payable upon commencement of the license. Successive payments must be made on each anniversary of that date.

Operating Budget Impact

There are no County operating costs for Regency’s access and use of the monitoring wells area under this license.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed access is located within County property that is operated and maintained by the Department through a concessionaire agreement between American Golf Corporation and the County for operation of Lakewood Golf Course. Pursuant to Government Code section 25907, the Board has the authority to lease, let or grant licenses for the use of its real estate or personal property or any portion thereof to any person, firm or corporation for concessions and services consistent with public park and recreation necessary to meet the social needs of the population of County.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease agreement will have no impact on current services offered by the Department.

ENVIRONMENTAL DOCUMENTATION

On July 9th, 2019, your Board approved an exemption for the agreements pursuant to section 15306 of the California Environmental Quality Act (CEQA) Guidelines and Class 6 of the County's Environmental Document Reporting Procedures and Guidelines,

Appendix G for information collection. These recommendations are within the scope of the previously approved exemption from CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects. Regency will perform all of its activities in a manner that ensures that the Golf Course shall remain open and fully operational.

CONCLUSION

Upon approval by the Board, it is requested that one adopted copy of this Board Letter be forwarded to the Department of Parks and Recreation.

Should you have any questions, please contact Sean Woods at (626) 588-5345 or swoods@parks.lacounty.gov, or Johanna Hernandez at (626) 588-5370 or bjl@parks.lacounty.gov.

Respectfully submitted,



Norma E. Garcia-Gonzalez

Director

NEGG:AB:SW:BM:ner

Enclosures (2)

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**LICENSE AGREEMENT
FOR GROUNDWATER MONITORING WELL MONITORING
AT LAKEWOOD GOLF COURSE**

3101 EAST CARSON STREET, LAKEWOOD, CALIFORNIA 90712

This License Agreement ("Agreement" or "License") is made and entered into this _____ day of _____, 2024 by and between the County of Los Angeles ("County") a body corporate and politic, and REGENCY CENTER, LLC, a Delaware limited liability company ("Licensee") (collectively the "Parties" or individually "Party").

RECITALS

- A. County is the owner of certain real property known as the County Lakewood Golf Course ("Golf Course") located at 3101 East Carson Street, Lakewood California, downgradient and southeast from the Regency Center (Lakewood Kohl's), 2650 East Carson Street, Lakewood California ("Site") owned by Licensee. The County has a third-party operate and maintain the Golf Course ("Golf Course Operator").
- B. Since 2008 the Los Angeles Regional Water Quality Control Board (Regional Board) has issued orders and directives in connection with Site Cleanup No. 1214/Site ID 2040303, requiring Licensee to "conduct subsurface investigation, monitoring, and cleanup activities to address the chlorinated solvent contamination detected in subsurface soil, soil vapor, and groundwater as a result of releases at the Site." (Regional Board Letter dated September 25, 2008, such orders and directives collectively referred to herein as the "Regional Board Order").
- C. In furtherance of these efforts, the Regional Board required Licensee to determine the lateral extent of volatile organic compounds (VOCs) in groundwater downgradient, to the south and southeast, of the Site. On May 17, 2017, Regional Board approved Licensee's work plan to do so.
- D. On June 19, 2018, the Regional Board approved Licensee's downgradient groundwater well installation work plan, which included a proposed groundwater monitoring well at the Golf Course, identified as MW-11.
- E. On June 26, 2018, the Regional Board requested the County grant Licensee access to the Golf Course to install a groundwater monitoring well.
- F. The County and Licensee previously entered into that certain License for Groundwater Monitoring Well Construction and Monitoring at Lakewood Golf Course (Agreement #001085) (as amended, the "Prior License Agreement"), pursuant to which a groundwater monitoring well (herein, "MW-11") was constructed on the Golf Course and has since been monitored by Licensee. The term of the Prior License Agreement expired on **July 18, 2024**.

- G.** Licensee seeks to retain a license to the Licensed Area for the purpose of monitoring MW-11 in compliance with governmental directives, including the Regional Board Order.

Now therefore, in consideration of the mutual promises, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Licensee and County agree as follows:

LICENSE

The preceding Recitals are incorporated in this License.

1. LICENSED AREA AND PERMITTED USES

1.01 County hereby provides a non-exclusive license to Licensee, and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, of the Licensed Area. The Licensed Area shall be comprised of the area encompassing MW-11 and the maintenance road and area from the maintenance road to MW-11 for ingress and egress purposes, depicted on **Exhibit A**, which is attached and incorporated herein.

1.02 To the extent necessary to fulfill its obligations under the Regional Board Order, Licensee may conduct the following activities ("Permitted Uses") pursuant to the Regional Board approved "Additional Offsite Well Installation Work Plan," as may be further amended or revised, attached and incorporated as **Exhibit B** herein:

- (a) Monitor MW-11 in compliance with Regional Board and any other federal, state, or local requirements;
- (b) Perform periodic maintenance and any necessary repairs on MW-11; and
- (c) Restore the Licensed Area upon the License's expiration or termination.

1.03 Any work performed by Licensee related to or incidental to this License shall be at Licensee's sole cost and expense.

1.04 All Permitted Uses will be performed by or on behalf of Licensee in a workmanlike manner.

1.05 Licensee shall make no other alterations or improvements to the Licensed Area other than those identified in Section 1.02 without prior written authorization from County.

1.06 In the event that Licensee makes any alterations or improvements in violation of Section 1.05 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and

improvements and restore the Licensed Area to its pre-existing condition;

- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.05 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.07 Licensee will conduct its Permitted Uses within the Licensed Area at its own risk and take its own precautions to protect against any activities or conditions related to the Golf Course. Licensee further accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof. County further makes no representations or warranties regarding the conditions of the Golf Course or any hazards or defects which may be located on about or under the Licensed Area. County shall have no liability whatsoever to Licensee related to the conduct or activities of any invitees, the public, or any persons at the Golf Course, or for any said persons' instrumentalities. All betterments to the Licensed Area shall, at the discretion of the County, become the County's property upon the expiration or termination of this License.

1.08 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction herein to the Licensed Area, and covenants and agrees never to assail, contest, or resist said title.

1.09 Licensee acknowledges and agrees that during the term hereof, County may elect to construct or cause to be constructed improvements on or affecting the Licensed Area. However, County's construction or improvements will not prevent or unreasonably interfere with the Licensee's Permitted Uses.

2. TERM

The term of the License is approximately three (3) years commencing upon (1) execution of this License by the County, and (2) a Tolling Agreement is fully executed and in effect between the County and Licensee (the "Commencement Date"), expiring on **July 18, 2027**. Licensee will have the ability to renew this License for up to an additional two (2) years subject to the County Director of Parks and Recreation's ("Director") written concurrence. Licensee must notify the County in writing not less than thirty (30) days prior to expiration of the term of Licensee's request to renew.

3. PAYMENT

3.01 Licensee will pay County for the use granted herein the sum specified in Section 3.02. The first annual payment must be made thirty (30) days after full execution

of this License, and successive payments must be made on each anniversary of that date. Payments must be made by check or draft issued and payable to:

County of Los Angeles,
Department of Parks and Recreation
1000 S. Fremont Avenue, Unit #40
Alhambra, CA 91803

3.02 Payments

- Application fee of \$500
- Annual fee of \$1,590

If the Commencement Date occurs prior to the expiration of the Prior License Agreement, the annual fee for the first year of this License shall be prorated taking into account the annual fee last paid under the Prior License Agreement. However, the annual fee shall not be prorated in the event the License is terminated prior to the next anniversary date.

4. **OPERATING RESPONSIBILITIES**

4.01 Compliance with Law. Licensee's Permitted Uses and occupancy of the Licensed Area must conform to and abide by all County ordinances and all state and federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. Licensee must maintain the Licensed Area in compliance with all applicable laws and regulations.

4.02 Mitigation. Licensee must conduct its Permitted Uses, and otherwise occupy and use the Licensed Area, in a manner that will reasonably mitigate noise, dust, odor, and other off-site impacts.

4.03 Signs. Licensee agrees to post signs in or around the Licensed Area related to safety, contact information, public notification, emergency information, educational information regarding Licensee's Permitted Uses, or other subjects related to Licensee's Permitted Uses, upon the County's request. Licensee must not post promotional signs or advertising matter upon the Licensed Area unless prior approval is obtained from the County, whose approval will not be unreasonably withheld.

4.04 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, will be permitted or remain on the Licensed Area resulting from or incidental to Licensee's Permitted Uses, and Licensee must prevent any accumulation thereof from occurring. Licensee will pay all charges which may be made for the removal thereof.

4.05 Security Devices. Licensee will be responsible for securing MW-11.

4.06 Utilities. Licensee will be solely responsible for paying all utilities, if

applicable (including, but not limited to water, sewer, electric, and telephone) related to Licensee's occupancy of the Licensed Area and its Permitted Uses.

4.07 Maintenance. Licensee will be responsible for maintaining the Licensed Area in a clean and sanitary condition while in use by Licensee.

4.08 Observing the Licensed Area. The County will, at its discretion, have the right to observe all Permitted Uses under the License, and shall be provided the opportunity by Licensee to make such observations, provided that it shall not interfere with such Permitted Uses. County's right to observe shall not create any obligations on the part of County with respect to the Permitted Uses, wherein the oversight and proper performance of which shall remain the sole responsibility of Licensee.

4.09 Governmental Agency Documents. Licensee will be responsible for providing County a copy of all correspondence, reports, analytical data, laboratory reports, and figures Licensee either submits to or receives from any governmental agency regarding the Permitted Uses under this License and/or any contamination at, under, or affecting the Golf Course within five (5) days of their submission or receipt.

4.10 Site Specific Requirements. Comply with and abide by all applicable rules, regulations and reasonable directions of County.

- (a) Require Licensee's project manager and emergency contact, currently Mark Zeko, President, EEC Environmental (714) 667-2300 phone, (714) 814-2174 cell, and email address: mzeco@eecworld.com to contact the County's Assistant Golf Director, Mike McMonegal at (213) 216-6612 mmcmonegal@parks.lacounty.gov or Assistant Golf Director, Tim Smith, at (626) 641-3443, tsmith@parks.lacounty.gov, and the Golf Course Operator, currently Regional Director of American Golf Corporation ("AGC") Brian Bode at (909) 227-5320 or bbode@americangolf.com, five (5) business days prior to Licensee's initial access to Licensed Area, and immediately in emergencies to the County's Assistant Golf Director and the Golf Course Operator's emergency contact, currently Rick Crowder 562-212-1188 rcrowder@lakewoodgolf.net Coordinate all Permitted Uses with the Golf Course Operator, and County Assistant Golf Director Mike McMonegal three (3) business days in advance of any Permitted Uses.
- (b) Limit use of Licensed Area from dusk to dawn.
- (c) Maintain to the satisfaction of the County the Licensed Area and surrounding area in a safe and sound condition, free from danger, injury or threat of harm to the public, and as to prevent the existence of an attractive nuisance.

- (d) Assume the risks and bear all costs of damage or destruction, and loss due to theft, burglary, or vandalism to any and all of Licensee's equipment, materials, tools, and vehicles owned, hired, leased, or used by Licensee for this License, except to the extent that such damage or destruction and loss result from the active negligence or willful misconduct of County.
- (e) Repair or replace any and all County and the Golf Course Operator property lost, damaged, or destroyed as a result of work done pursuant to this License, except to the extent that such loss, damage or destruction results from the active negligence or willful misconduct of County. Should Licensee fail to promptly make repairs after notice by County of damage, loss or destruction of property, County may have repairs made and Licensee shall pay all reasonable costs. In the event of damage caused by Licensee's activities to any County or Golf Operator facility, equipment, and/or improvements including landscaped areas, Licensee shall promptly notify those listed in 4.10(a).
- (f) Allow County to enter the Licensed Area at any time to determine compliance with the terms of this License.
- (g) Provide all safety and security signs, barricades, pedestrian and traffic cones, lights and other related safety fixtures which will forewarn the public of the existence of any hazards related to Licensee's activities, and of any detour's accidents due to Licensee's activities.
- (h) Bear the sole cost and expense of all work performed pursuant to this License.
- (i) Avoid all existing facilities, including but not limited to irrigation heads and valve boxes, tees, greens, sand traps.

5. ENVIRONMENTAL MATTERS

5.01 Licensee will not store hazardous waste within the Licensed Area longer than permitted under applicable hazardous waste laws. Licensee may only store hazardous waste generated from Licensee's Permitted Uses. Licensee may temporarily store, handle, or dispose of hazardous waste in compliance with applicable hazardous waste laws. The term "hazardous waste" includes, but is not limited to, asbestos, all petroleum products and all hazardous materials, hazardous wastes, and hazardous or toxic substances as defined or designated in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.) (including specifically any element, compound, mixture or solution); the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, et seq.); the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.); and California Health and Safety Code section 25316, including such hazardous or

toxic substances or wastes as are identified, defined, or listed elsewhere where such identifications, definitions, or lists are incorporated into such acts or code section by reference, as well as all products containing such hazardous substances. In addition, the term "hazardous waste" includes, but is not limited to, any substance designated pursuant to the Clean Water Act (33 U.S.C. §§ 1321, et seq.); any hazardous waste having the characteristics identified under or listed pursuant to the Solid Waste Disposal Act (42 U.S.C. §§ 1317(a), et seq.); any hazardous air pollutant listed under section 112 of the Clean Air Act (42 U.S.C. §§ 7412, et seq.); any imminently hazardous chemical substance or mixture with respect to which the Administrator of the Environmental Protection Agency has taken action, pursuant to section 7 of the Toxic Substances Control Act (15 U.S.C. §§ 2606, et seq.); and any hazardous waste identified in Chapter 11 of Title 22 of the California Code of Regulations (22 C.C.R. §§ 66261.1, et seq.).

5.02 Licensee will be responsible for removing and properly disposing of all soil, drilling spoils, groundwater or other water, or hazardous waste resulting from Licensee's Permitted Uses, including obtaining any necessary permits, and shall upon request, provide County with the manifests evidencing the proper disposal of same.

5.03 If Licensee suspects any unauthorized release of hazardous waste from or within the Licensed Area, Licensee will notify the County's Senior Golf Director and Golf Director within 24 hours of said release.

6. CEQA COMPLIANCE

The proposed activities are categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15306 of the State CEQA Guidelines and Class 6 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the actions consist of installation of a monitoring well and information collection.

7. INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officials, officers, employees, agents and the Golf Course Operator (the indemnified Parties) from and against any and all liability, loss (including any interference with the maintenance and operation of the golf course or any closures thereof), injury or damage, including, but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from Licensee's acts and/or omissions arising from services performed by or on behalf of Licensee by any person, subcontractor or agent pursuant to this License, except to the extent that such liability, loss, injury or damage, arises from the acts or omissions of the indemnified Parties. The terms of this paragraph survive the termination of this License.

8. GENERAL INSURANCE REQUIREMENTS

Without limiting Licensee's indemnification of the indemnified Parties, Licensee shall provide and maintain during the term of this License the insurance specified in this License. Licensee, either by itself or through and affiliate thereof (the "Self-Insurer"), may

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elect to satisfy these insurance requirements through the use of commercial insurance, self-insurance, or any combination thereof. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee own expense.

- (a) Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered per Section 8 of this Agreement prior to accessing the Licensed Area under this Agreement. Such certificates or other evidence shall:
 - i. Specifically identify this Agreement. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name and number **DPR2024000041**, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match Licensee's name. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any Licensor required endorsement forms.
 - ii. Clearly evidence all insurance required in this Agreement.
 - iii. Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - iv. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the indemnified Parties as additional insured to the extent of the indemnity contained in Section 9.
 - v. Show Licensee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in item (iv), stating "It is further agreed that the insurance afforded by this policy is primary to and insurance or self-insurance programs maintained by the additional insured and the additional insureds insurance and self-insurance programs are excess and non-contributing to the Named Insureds insurance."
- (b) Insurer Financial Ratings. Licensee shall use its best efforts to ensure that insurance is provided by an insurance company authorized to do business in California and reasonably acceptable to the County, with an A.M. Best rating of not less than A;VII, unless otherwise approved by the County.

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- (c) Waiver of Subrogation. Licensee agrees to release the indemnified Parties and waive its rights of recovery against the indemnified Parties under the insurance policies specified in this Agreement, except to the extent that such rights derive from the negligence or willful misconduct of the indemnified Parties.
- (d) Failure to Maintain Coverage. Failure by Licensee to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Agreement.
- (e) Notification of Incidents, Claims or Suites: Licensee shall report to County:
 - i. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of occurrence.
 - ii. Any third-party claim or lawsuit filed against Licensee arising from or related to Licensee's access and use of the Licensed Area under this Agreement.
 - iii. Any injury to a Licensee or subcontractor employee, which occurs on County property. This report shall be submitted on a County "Non-employee injury Report" to the Chief of Planning.
- (f) Insurance Coverage Requirements for Subcontractors: Licensee shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
 - i. Licensee providing evidence of insurance covering the activities of subcontractors, or
 - ii. Licensee providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.
- (g) Insurance Coverage Requirements:
 - i. General Liability insurance written on ISO policy form CG 00 01 or a similar form, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- ii. Automobile Liability insurance written on ISO policy form CA 00 01 or a similar form with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned" vehicles. In the event that all vehicles are provided and operated by a subcontractor, Licensee shall ensure subcontractor maintains equivalent auto liability coverage.
- iii. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor code of the State of California or by any other state, and for which Licensee is responsible. In all cases, this insurance also shall include employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million
- iv. Pollution Liability: covering liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and including coverage for the costs and expenses associated with voluntary clean-up or with the testing, monitoring or treatment of pollutants in compliance with a governmental mandate or request, with limits not less than \$5 million each occurrence and aggregate.

9. NOTICES

Notices desired or required to be given by this License or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope Registered Mail, Return Receipt Requested, addressed to the party for whom intended and depositing such envelope with postage prepaid in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same shall be addressed to Licensee as follows:

Regency Center, LLC
120 North Robertson Boulevard, Third Floor
Los Angeles, California 90048
Attention: Legal Department
Tel: (310) 652-3620

With a copy to:

PAJAMALAW
12817 North Seaglass Circle
Playa Vista, California 90094
Attention: Sabrina Burton
Tel: (310) 309-0553

Or such other place in California as may hereinafter be designated in writing by the Licensee.

The notices, Certificates of Insurance and/or Self-Insurance and envelopes containing the same to County shall be addressed to:

County of Los Angeles
Department of Parks and Recreation
Attention: Alina Bokde, Chief Deputy
1000 South Fremont Avenue, Unit #40
Alhambra, California 91803

Or such other place in California as may hereinafter be designated in writing by the County.

10. INDEPENDENT STATUS

This License is by and between County and Licensee. It is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Licensee. Licensee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Licensee pursuant to this License.

11. EMPLOYEES

All references to "Licensee" herein are deemed to include Regency Center, LLC's employees, agents, subcontractors, and anyone else required under written contract with Licensee to access the Licensed Area.

12. LIMITATIONS

It is expressly understood that the right to uses said Licensed Area pursuant to this License creates no estate or interest therein, and that the right to use is only a nonexclusive, revocable permission to use the Licensed Area in accordance with the terms and conditions of this License. Licensee must keep the Licensed Area free from any liens, claims, or demands arising out of Licensee's use of the Licensed Area. Licensee must pay any valid lien or claim against the Licensed Area arising out of Licensee's use of the Licensed Area.

13. AMENDMENTS

The terms of this License may be amended by the Director upon mutual written agreement by the Parties.

14. COUNTERPARTS

This License may be exerted in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument.

15. ASSIGNMENT

This License may not be assigned by Licensee without the prior written consent of the Director, which consent may be withheld in Director's sole and absolute discretion. Any assignment in violation of this provision shall be null and void and of no force and effect. County, without the consent of Licensee, may assign at any time all of its rights and obligations under this License, including with respect to indemnity and reimbursement of attorneys' fees and costs.

16. AUTHORITY TO STOP

In the event an authorized representative of the County finds the activities being held on the Licensed Area unnecessarily endanger the health or safety of persons on or near said Licensed Area, the representative may require the immediate suspension of this License until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.

17. DEFAULT

Licensee agrees that if there is a material breach of the terms and conditions herein contained, County may forthwith revoke and terminate this License. Notice of revocation shall be given as provided by Section 9 of this License. Failure by County to revoke this License for noncompliance of the terms or conditions by Licensee shall not constitute a waiver of the terms or conditions.

18. TERMINATION

This License may be terminated at any time without cause for any reason or no reason at all at the option of County by giving five (5) days' notice of termination as provided in Section 9.

19. RESTORATION OF LICENSED AREA

19.01 Upon any termination or expiration of this License, pursuant to Sections 2, 18, 21, or 22, Licensee shall surrender the Premises in a neat and clean condition to the satisfaction of County. Licensee shall complete restoration of the Licensed Area to its original condition or better prior to the termination or expiration of this License, except to the extent that the Regional Board requires that MW-11 be abandoned in place. Subject to the preceding sentence, restoration of the Licensed Area shall include, but not be limited to, removal of all of Licensee's equipment, vehicles, trailers, containers, signs, litter, and debris. Licensee shall remove all improvements unless otherwise instructed in writing by County or by the Regional Board. County shall conduct an inspection of the Licensed Area to determine if restoration has been completed by Licensee to County's

satisfaction. If County determines that restoration has not been completed to County's satisfaction upon expiration or termination of this License, County may restore said Licensed Area entirely at the expense of Licensee.

19.02 Upon any revocation of the License, pursuant to Section 17, Licensee shall surrender the Licensed Area in a neat and clean condition to the satisfaction of County, remove its property therefrom, and restore the Licensed Area as provided above within such time as County may designate.

19.03 If County determines that restoration has not been completed to County's satisfaction under any scenario, County may restore said Licensed Area entirely at the expense of Licensee.

20. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as defined in Section 2.160.010 of said code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

21. TRANSFER OF TITLE/GOLF COURSE CLOSURE

In the event title to the Golf Course is transferred by the County to another entity, this License shall terminate on the date of said transfer unless that entity agrees to assume this License. County agrees to use commercially reasonable efforts to obtain said assignment in the event the County transfers title of the Golf Course. County shall provide Licensee with as much prior written notice of any such transfer as reasonably possible, but in no case less than two (2) months before the effective date of any such transfer.

22. CONDEMNATION AND EMINENT DOMAIN

22.01 Partial Taking. If any part of the Licensed Area is condemned for any public use by eminent domain, this License will terminate with respect to the condemned part, as of the date title vests in the condemnor (or on such earlier date on which possession of such property must be given to the condemnor). The remainder of the Licensed Area is subject to this License. However, if the condemnation causes the remainder of the Licensed Area to be unsuitable for Licensee's Permitted Uses, Licensee may, in its sole discretion, terminate this License by giving notice to the County within thirty (30) days after title vest in the condemnor (or within thirty (30) days of such earlier date on which possession of such property must be given to the condemnor).

22.02 Total Taking. If all or substantially all of the Licensed Area is condemned and/or Licensee's Permitted Uses are substantially impaired by the condemnation, then this License will terminate. In such case, the Parties have the right to make a separate claim with the condemning authority for the value of any trade fixtures, relocation expenses, or leasehold interest in the Licensed Area.

22.03 Fully Informed. In the event of any condemnation proceeding, the Parties agree to keep each other fully informed concerning the progress of the proceedings. Both Parties have the right, at their sole cost and expense, to participate in such proceedings. Both Parties and their attorneys shall consult and cooperate with each other, and exchange copies of all documents served or received in connection with the condemnation proceeding. Both Parties have the right after written notice to the other, to institute or intervene in a legal action relating to a condemnation proceeding.

23. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, section 6034(b)(1) of the California Administrative Code upon the future cancellation or termination of this License.

24. TAXATION OF LICENSED AREA

24.01 The interest (as defined in California Revenue and Taxation Code section 107) in the Licensed Area created by this License may be subject to property taxation, if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

24.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

24.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

24.04 County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

25. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

26. BENEFICIARIES

This License is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives' successors, and lessees.

27. HEADINGS AND SECTION REFERENCES

The headings and section references used in this License are used for convenience and do not affect the scope or intent of any section or provision of this License.

28. ENFORCEABILITY

If any part of this License is found to be unenforceable for any reason, all other License terms remain enforceable unless the unenforceability negates the essential purpose of this License.

29. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers will be deemed to include the other; (ii) the masculine, feminine and neuter genders will be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

30. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License must be conducted in the courts of the County of Los Angeles, State of California.

31. ENTIRE AGREEMENT

This License contains the entire Agreement between the Parties hereto, and no addition or modification of any terms or provisions will be effective unless set forth in writing, signed by both County and Licensee.

(Signature Page Follows)

THE COUNTY OF LOS ANGELES

NORMA E. GARCÍA-GONZÁLEZ
Director, Department of Parks and Recreation

By: _____

REGENCY CENTER, LLC, a Delaware limited liability company

By _____

Name Printed: _____

Title: _____

APPROVED AS TO FORM:

THE COUNTY OF LOS ANGELES

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy County Counsel

APPROVED AS TO FORM:

By: _____
Sabrina Burton
Attorney for Regency Center, LLC

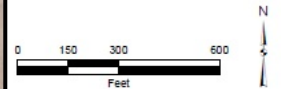


LEGEND

- ◆ Offsite Groundwater Monitoring Well
- Existing Maintenance Road ingress-egress route

EXHIBIT A

NOTES



Project
 Regency Center, LLC
 2650 East Carson Street
 Lakewood, California

OFFSITE WELL LOCATIONS

Project Number S-1362		File Number S1362_2024_Permit	
Date August 2, 2024			Figure 1
PE/PG MZ	PM EV	Drafter AK	



Corporate Office
Tel: (714) 667-2300
Fax: (714) 667-2310
One City Boulevard West, Suite 1800
Orange, California 92868
www.eecenvironmental.com

Additional Offsite Well Installation Work Plan

Regency Center, LLC
2650 East Carson Street, Lakewood, California

May 2, 2018

Prepared for:

Robertson Properties Group
120 North Robertson Boulevard
Los Angeles, California 90048

Prepared by:

EEC Environmental
One City Boulevard West, Suite 1800
Orange, California 92868
EEC S-1362.12

A handwritten signature in black ink, appearing to read 'Nate Busch', written over a horizontal line.

Nate Busch, PG
Project Geologist

A handwritten signature in black ink, appearing to read 'Vanessa Diep', written over a horizontal line.

Vanessa Diep, PG
Project Manager



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- Attachment 1 September 2015 RWQCB Letter

1.0 INTRODUCTION

On behalf of Robertson Properties Group (“RPG”), EEC Environmental (EEC) submits this work plan proposing to install two additional offsite groundwater monitoring wells. Based upon the most recent groundwater sampling, EEC anticipates that completion of these wells will demonstrate that RP has fully characterized contamination emanating from historic operations on the Regency Center site located at 2650 East Carson Street in Lakewood, California (Site; Figure 1, *Site Location Map*).

As requested by the Regional Water Quality Control Board (RWQCB) in a letter dated September 28, 2015 (Attachment 1, *September 2015 RWQCB Letter*), a multi-part offsite investigation was conducted to the south and southeast of the Site. The investigation initially consisted of the installation of two offsite wells (MW-8 and MW-9). Groundwater samples collected from those wells indicated the need for additional delineation of volatile organic compound (VOC) impacted groundwater. Additional borings were installed to the east and southeast of these wells for the collection of groundwater and existing monitoring wells located to the south of the current VOC plume were sampled to determine the lateral extent of VOCs. A summary of the investigations is provided below. Following the offsite investigation and based on the recent analytical results as well as discussions with RWQCB staff on February 22, 2018, it was determined that the lateral extent of VOC-impacted groundwater has been successfully determined. The two proposed, additional offsite wells are being installed for monitoring purposes only. (Figure 2, *Proposed Offsite Well Locations Map*).

This work plan summarizes the current Site development and use, historical Site activities, geological and hydrogeological conditions of the Site, previous subsurface investigations conducted at the Site, and the proposed well installation activities.

1.1 Objective

The objective of the proposed scope of work is to install two additional groundwater monitoring wells to monitor VOC-impacted groundwater down-gradient to the south and southeast of the site.

1.2 Site Description and History

1.2.1 Site Description

Located in the City of Lakewood, California, the Site is presently improved with a retail shopping center that includes a Kohl’s department store, Burger King, Taco Bell, bank/offices, Denny’s restaurant, Cal Bowl bowling alley, and The Rinks ice skating rink. The Site is bounded by Carson Street to the north, Paramount Boulevard to the east, a railroad easement to the west, and commercial properties (GK/Design and UAW Union office building) along the southeast and southwest, respectively (Figure 2).

1.2.2 Site History

Before 1959, the Site was used for agricultural and/or ranching purposes. In 1959, a Cal Union grocery store was constructed on the western portion of the Site. In 1961, a strip mall was constructed on the southern Site boundary, east of the Cal Union structure. RPG acquired the site in July 1979. The former Cal Cleaners operation was located on the eastern end of the strip mall building at 2628 East Carson Street (in what is now the Kohl’s parking lot). Cal Cleaners used PCE in dry-cleaning operations at the site between approximately 1961 and 1990. The strip mall structure and part of the original Cal Union building were demolished in late 1989 to early 1990s to accommodate the construction of a movie

theater building (Regency Theater). In 2000 and 2001, the movie theater was demolished to accommodate the current Kohl's building, which was constructed in 2002.

During environmental due diligence activities conducted in association with construction of the Kohl's department store in 2000, VOC-affected soil and groundwater was detected beneath the former Cal Cleaners location.

1.3 Previous Site Investigations

Environmental investigations at the Site began in 2001, and continue to the present. Investigations and remedial activities at the Site are described in EEC's *Second Quarter 2016 Groundwater Monitoring and Remediation Progress Report* (EEC, 2016), with the exception of the most recent offsite investigation which is summarized in the following section.

1.4 Recent Offsite Investigation

On October 5 and 6, 2016, EEC supervised the drilling and installation of two additional offsite groundwater monitoring wells (MW-8 and MW-9); the locations for which were approved by the RWQCB. The field investigation and subsequent report (EEC, 2018a) were completed pursuant to the RWQCB *Requirement for Subsurface Investigation Pursuant to California Water Code Section 13267 Order* letter, dated September 28, 2015 (RWQCB, 2015) and the RWQCB *Review of Work Plans for Subsurface Investigation Pursuant to Water Code Section 13267 Order* letter dated May 31, 2016 (RWQCB, 2016). The well locations are shown in Figure 2.

These wells were incorporated into the quarterly groundwater monitoring program and were first sampled on December 2, 2016. Results from the groundwater samples collected from the event indicated the presence of tetrachloroethene (PCE) in wells MW-8 and MW-9 at concentrations of 1,600 micrograms per liter ($\mu\text{g/L}$) and 1,200 $\mu\text{g/L}$, respectively. Several other VOC constituents were also detected in well MW-9 at low concentrations, including trichloroethene (TCE), 1,1-dichloroethene (1,1-DCE), and cis-1,2-dichloroethene (cis-1,2-DCE). These contaminants are not associated with prior operations at the Site. The most recent sampling event conducted on February 9, 2018, shows PCE concentrations detected in wells MW-8 and MW-9 are 950 $\mu\text{g/L}$ and 6,400 $\mu\text{g/L}$, respectively and are presented in the *First Quarter 2018 Groundwater Monitoring and Remediation Progress Report* (EEC, 2018b).

Between July and October 2017, EEC conducted an additional offsite assessment in accordance with the work plan dated February 28, 2017 (EEC, 2017) and approved by the RWQCB on May 17, 2017, to further define the lateral extent of VOC-impacted groundwater down-gradient to the south and southeast of the Site and to evaluate the utility of additional groundwater monitoring wells. Five borings (HP-1 through HP5) were installed for the collection of groundwater samples. Borings HP-1 and step-out boring HP-5 were installed southeast of the Site at 3960 Paramount Blvd. Boring HP-2 and HP-3 were installed on the Lakewood Golf Course property. Boring locations HP-1 through HP-3 were selected to evaluate the extent of the PCE concentrations observed in offsite wells MW-8 and MW-9. Location HP-4 was requested by the RWQCB to determine eastern/northeastern extent of PCE detected at the Site. HP-4 was installed on the Water Replenishment District property. Location HP-5 is a step-out of HP-1, but was also installed as close as possible to the originally proposed location on the Walmart property and is sufficient to characterize the lateral extent of VOC-impacted groundwater to the east.

On October 4, 2017, groundwater samples also were collected from Boeing wells MW-1000, MW-2145, and MW-2146. These wells were sampled in lieu of installing additional borings south of Cover Street for

the collection of groundwater samples. Sampling the Boeing wells was preferable once permission was obtained from Boeing because the wells are screened in the same hydrogeologic strata and provided data from multiple locations. Concentrations of PCE in groundwater samples collected from borings HP-1 through HP-5 and Boeing wells MW-1000, MW-2145, and MW-2146 show that the extent of offsite groundwater contamination from the site has been fully characterized and that, other than drilling two additional sentinel wells for monitoring, no further offsite assessment is needed.

2.0 GEOLOGY AND HYDROGEOLOGY

2.1 Site Geology

The Site lies within the Central Block of the Los Angeles Basin and is located between the Palos Verde and Whittier Fault Zones. The Los Angeles Basin is a sediment filled basin composed of thick marine and alluvial deposits consisting of silt, sand, and gravel. The Site vicinity is underlain by the Lakewood Formation which is 200 to 250 feet (ft) thick. The Site soils to approximately 64 ft below ground surface (bgs) were classified during this investigation to be predominately tight silts and sands with interbedded clay layers. A clay confining layer was encountered at around 64 ft bgs.

2.2 Site Hydrogeology

Regency Center is located within the Pressure Area of the southern portion of the Central Groundwater Basin and near the eastern boundary of the West Coast Basin. The upper portion of the Central Basin includes the Lakewood Formation, which includes the Semi-Perched Aquifer, Bellflower Aquiclude, Artesia/Exposition Aquifer, and Gage Aquifer. Deeper aquifers of the San Pedro Formation include the Hollydale, Lynwood, Silverado, and Sunnyside Aquifers. Beneath the Site the water bearing zones include the Semi-Perched Aquifer, Bellflower Aquiclude, and Gage Aquifer. At Regency Center, the Bellflower Aquiclude has been identified at a depth of approximately 60 ft bgs to 115 ft bgs, while the top of the Gage Aquifer has been identified at depth of approximately 115 ft bgs and continued to the total depth drilled at 150 ft bgs (EEC, 2009).

The Semi-Perched Aquifer consists of sand, silt, and clay. The aquifer has a low yield and groundwater is generally of low quality. The Bellflower Aquiclude consists of lesser permeable sediments which restrict the vertical movement of groundwater to underlying aquifers. The Gage Aquifer is the lowest member of the Lakewood Formation and lies beneath the Bellflower Aquiclude beneath Regency Center. However, the Gage Aquifer is not a significant zone of groundwater production. The majority of groundwater production in the Site vicinity is from wells screened in the Lynwood and deeper aquifers.

The regional groundwater flow direction in the Site vicinity is generally to the southwest (WRD, 2016). The nearest active water production well (City of Long Beach Well No. 937A) is located approximately one-third mile southwest (down-gradient) of the Site. During the most recent offsite investigation, groundwater was encountered during drilling at depths of 54 ft and 56 ft bgs with static depth to groundwater ranging from 51 ft to 55 ft bgs. The recent groundwater flow direction is to the south-southeast with a relatively flat gradient of 0.003 ft/ft. The soil encountered beneath the Site consists mostly of interbedded silty sand and silt.

3.0 PROPOSED SCOPE OF WORK

This section presents the proposed scope of work and technical approach for installing the additional offsite groundwater monitoring wells. The proposed work includes the following primary elements:

- Obtain the required County of Los Angeles, Department of Public Health Drinking Water Program (LACDPH) permits for the well installations.
- Obtain access to offsite properties.
- Drill two offsite borings to a depth of up to approximately 65 ft bgs, collect soil samples every 5 ft bgs for lithological descriptions and install a groundwater monitoring well in each boring. The final well depths and well screen intervals will be determined based on the lithology and depth to groundwater encountered. One well will be located on the business property located at 3950 Paramount Avenue and the other will be located on the Lakewood Golf Course. The locations of the proposed wells are presented on Figure 2.

3.1 Pre-Field Activities

The following pre-field activities will be completed as part of the proposed scope of work.

3.1.1 Health and Safety Plan

EEC will conduct field work in accordance with the protocols established in EEC's site specific Health and Safety Plan (H&SP). The H&SP addresses the potential health hazards that might be encountered at the worksite and describes the basic safety procedures that EEC personnel and subcontractors will follow during field activities. Each morning, prior to commencing subsurface work, a tailgate meeting will be held to continuously reacquaint field personnel with general safety concerns and task-specific work scheduled for the day. A copy of the H&SP will be available onsite during all field activities.

3.1.2 Access Agreements

EEC and RPG will attempt to secure access onto offsite properties for the installation of the proposed wells. It is possible that the property owners will be reluctant to allow access for the installation of the wells and therefore the RWQCB may be requested to assist in this process as necessary.

3.1.3 Permits

EEC will obtain permits for the installation of the offsite well locations from the LACDPH prior to the beginning of the work. Upon receipt of the permits, EEC will notify the LACDPH of the approximate start date of the investigation so an LACDPH inspector can be present to witness the drilling activities.

3.1.4 Site Clearance

In compliance with California Government Code Sections 4216-4216.9, EEC will notify Underground Services Alert (USA) of our intent to perform subsurface work at least 48 hours prior to commencing field activities. USA is a regional notification center that notifies owners and operators of subsurface utilities (water, gas, electric, sewer, oil lines, etc.) of a contractor's intent to perform subsurface work. EEC will mark well locations with white spray paint so that the proposed locations are visible to USA members, and so that any conflicts with the proposed locations can be identified.

As an additional precaution to avoid encountering subsurface features such as pipelines and utility conduits, a geophysical survey will be performed. The areas around the proposed well locations will be cleared and the approximate underground utility locations will be confirmed relative to the proposed well locations. Several geophysical methods will be employed and include high-sensitivity metal

detection, shallow-focus terrain conductivity, ground-penetrating radar, and electromagnetic utility locating.

3.2 Offsite Groundwater Monitoring Wells

The RWQCB has requested that two offsite groundwater monitoring wells be installed.

3.2.1 Soil Boring

Prior to drilling, each boring will be cleared by hand auger to a depth of 5 ft bgs. The proposed borings will be drilled with a hollow stem auger (HSA) drill rig using 8- to 10-inch-diameter, continuous-flight, hollow-stem augers. Borings will be advanced to a total depth of approximately 65 ft bgs, where a clay confining layer has been identified. Based on previous investigations and recent groundwater elevation data, groundwater is expected at a depth of approximately 50 ft bgs.

During hollow-stem-auger drilling activities, soil cuttings will be examined for soil type and major lithological changes. Soil will be visually examined by a field geologist and observations logged in accordance with the Unified Soil Classification System (USCS) under the supervision of a California licensed Professional Geologist (PG). In addition, a portion of soil from each 5-foot depth interval will be collected from the cuttings and placed in a resealable plastic bag. The bag was sealed for at least 10 minutes to allow any VOC vapors to volatilize into the headspace of the bag. A photoionization detector (PID) will be used to measure VOC concentrations within the headspace of the bag, and measurements recorded on boring logs. Due to the proximity to the previously drilled borings, sufficient data is available to characterize soils; therefore soil samples will not be collected during drilling operations.

3.2.2 Groundwater Monitoring Well Construction

Based on previous monitoring wells installed at the Site, EEC anticipates that the proposed offsite wells will be installed to a depth of approximately 65 ft bgs. The wells will be constructed using new, 4 inch-diameter, flush-threaded Schedule 40 polyvinyl chloride (PVC) casings. The well screen will consist of 0.010 inch slot size well casing with a screened interval length of approximately 20 ft to 25 ft. The filter pack material will consist of number No. 2/12 sand placed in each wells annulus from the completion depth to about 3 ft above the top of each well screen. A well seal of hydrated bentonite chips will be added to a minimum of 5 ft above the filter pack. The remainder of the well annulus will be constructed with bentonite grout from the top of the bentonite chip seal to about 1-foot below grade. A traffic-rated well box will be installed with quick-setting cement, which will be dyed to match the existing pavement, if needed. The monitoring well will then be secured with an expandable locking well cap and lock. A well construction detail is provided as Figure 3, *Typical Monitoring Well Construction Diagram*.

3.2.3 Well Survey

The monitoring wells will be surveyed to the nearest 0.01 ft from mean sea level (msl) at the north side of the top of well casing from a known benchmark. Additional survey information (latitude and longitude) will also be collected pursuant to AB 2886 for the State Water Resources Control Board's (SWRCB) GeoTracker database. The survey will be conducted by a licensed land surveyor or registered civil engineer.

3.2.4 Well Development

At a minimum of 72-hours after installation, each well will be developed to remove fine-grained materials from the well screen and filter pack so that natural hydraulic conditions are restored and well yields are enhanced. This is accomplished by surging the well, and removing the water through the use of bailers and pumps. Development will continue until a minimum of five (5) casing volumes of water has been removed and field turbidity measurements from each screened zone are at or below 5 nephelometric turbidity units (NTU) or until a baseline level has been established. Additionally, pH, temperature, and specific conductivity readings of the development water will be monitored until three consecutive readings have stabilized.

3.2.5 Groundwater Monitoring and Sampling

Monitoring and sampling of the two newly installed offsite groundwater wells will be conducted a minimum of 72-hours after development, in conjunction with a quarterly groundwater monitoring event. The monitoring event will be coordinated with existing on and off-site wells located at adjacent properties.

Depth to static groundwater below the top of the well casings will be measured to the nearest 0.01 foot with a water level meter or interface probe. The probe will also be lowered to the bottom of the well to verify that excessive silt has not settled in the well. Groundwater elevations will be calculated by subtracting the depth to groundwater from the surveyed well casing elevation. Groundwater flow direction and gradient will be calculated using the groundwater elevations.

The wells will be purged and sampled in accordance with non-dedicated bladder pumps by low-flow (minimal draw-down) sampling techniques (Attachment A, *Low-Flow Groundwater Sampling Protocol*). All sample containers will be immediately sealed, labeled, and placed into a chilled ice chest for transport to a State-certified laboratory for analyses. A Chain-of-Custody record will be completed by the sampler and will accompany the samples to a State-certified laboratory.

The new groundwater monitoring wells will be incorporated into Regency's existing quarterly groundwater monitoring program

3.3 Investigation Derived Waste

Soil cuttings and decontamination and well development water generated during the investigation will be placed in properly labeled 55-gallon steel drums rated by the U.S. Department of Transportation (DOT). The drums will be temporarily stored on the Regency Center property to await transport, under proper manifest, to an offsite disposal facility, pending receipt of the laboratory results. EEC will coordinate and manage the handling, profiling, transportation, and disposal of all investigation derived waste.

4.0 DATA EVALUATION AND REPORT PREPARATION

After completion of the field activities and laboratory analyses, EEC will evaluate the data and prepare a technical report for submittal to the RWQCB.

The report will summarize the following:

- Introduction and background of the Site
- Site and regional geology and hydrogeology

- Field activities and sampling procedures
- Conclusions and appropriate recommendations for additional groundwater related work.

The report will also contain the following documentation:

- Tables summarizing laboratory data
- Figures showing the site location, site plan, and well locations
- Copies of permits
- Boring logs and well construction diagrams
- Laboratory analytical reports and chain-of-custody forms for waste profiling
- Waste disposal manifests (if available)

All field work and report preparation will be directly supervised by a California PG. As required by the RWQCB, electronic submittal of information (ESI) for soil data, survey data, boring logs, and technical report will be submitted to the RWQCB in electronic deliverable format (EDF) via the GeoTracker online database.

5.0 REFERENCES

- American Society for Testing and Materials (ASTM) Standard D2487-11, 2011. *Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)*.
- California Department of Water Resources Bulletin 74-81, December 1981. *Water Well Standards: State of California*.
- California Department of Water Resources Bulletin 74-90, 1991. *California Well Standards*. June
- EEC Environmental (EEC), 2009. *Site Conceptual Model Update, Regency Center, LLC, 2650 E. Carson Street, Lakewood, California*. June 30.
- EEC, 2016. *Second Quarter 2016 Quarterly Groundwater Monitoring Report, Regency Center, LLC, 2650 E. Carson Street, Lakewood, California*. July 30
- EEC, 2017. *Additional Offsite Assessment Work Plan, Regency Center, LLC, 2650 E. Carson Street, Lakewood, California*. February 28.
- EEC, 2018a. *Offsite Assessment Report, Regency Center, LLC, 2650 E. Carson Street, Lakewood, California*. January 15.
- EEC, 2018b. *First Quarter 2018 Quarter Groundwater Monitoring and Remedial Progress Report, Regency Center, LLC, 2650 E. Carson Street, Lakewood, California*. April 15.
- Regional Water Quality Control Board (RWQCB), 2015. *Requirement for Subsurface Investigation Pursuant to California Water Code Section 13267 Order, Regency Center (Lakewood Kohls), 2650 E. Carson Street, Lakewood, California (Site ID No. 2040303; File SCP No. 1214)*. September 28.
- RWQCB, 2016. *Review of Work Plans for Subsurface Investigation Pursuant to California Water Code Section 13267 Order, Regency Center (Lakewood Kohls), 2650 E. Carson Street, Lakewood, California (Site ID No. 2040303; File SCP No. 1214)*. May 31.
- United States Environmental Protection Agency (USEPA) updated 2014. *SW-846 Compendium for Hazardous Waste Test Methods*.
- United States Geological Survey (U.S.G.S.), 2015. *7.5-Minute Long Beach Topographic Quadrangle Map*.
- Water Replenishment District (WRD), 2016. *Water Replenishment District of Southern California, Engineering and Survey Report*. Updated May 9.

FIGURES



Document Path: Y:\GIS\CAD_DB\Regency_Lakewood\Maps\2017\9\17\151962-GWM-3Q17_01.mxd



Legend

Site Location

SITE LOCATION MAP

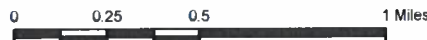
Regency Center, LLC
 2650 East Carson Street
 Lakewood, CA

Date
 September 8, 2017

Map Source: U.S.G.S. 7.5-Minute Long Beach
 Topographic Quadrangle Map 2015

PERG	Project Number	Figure
	S-1362.12	
VL	File Number	1
	S1362-GWM-3Q17_01	

Author
 AK PM VL



LEGEND

- MW-4 Regency Groundwater Monitoring Well
- MW-8 Newly Installed Regency Offsite Groundwater Monitoring Well
- PZ-14 Piezometer Location Part of WDR Post-Injection Monitoring
- HP-1 Hydropunch Location
- ALCOA-MW-1 Approximate Location of ALCOA Groundwater Monitoring Well
- Boeing C-1 Facility Monitoring Well, Sampled October 2017
- Boeing C-1 Facility Monitoring Well
- Production Well
- Proposed Offsite Well

NOTES

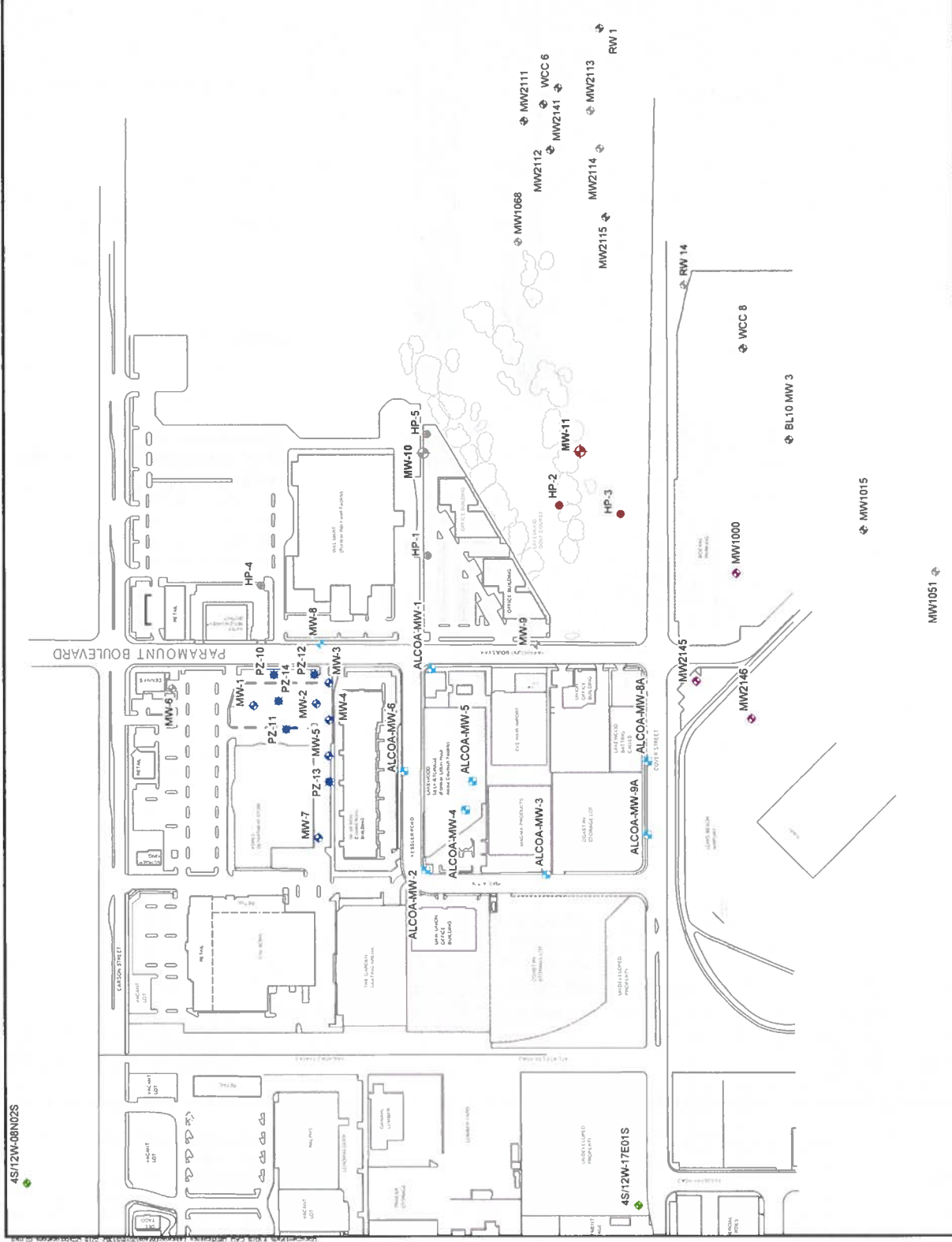
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EEEC ENVIRONMENTAL

Project: Regency Center, LLC
2650 East Carson Street
Lakewood, California

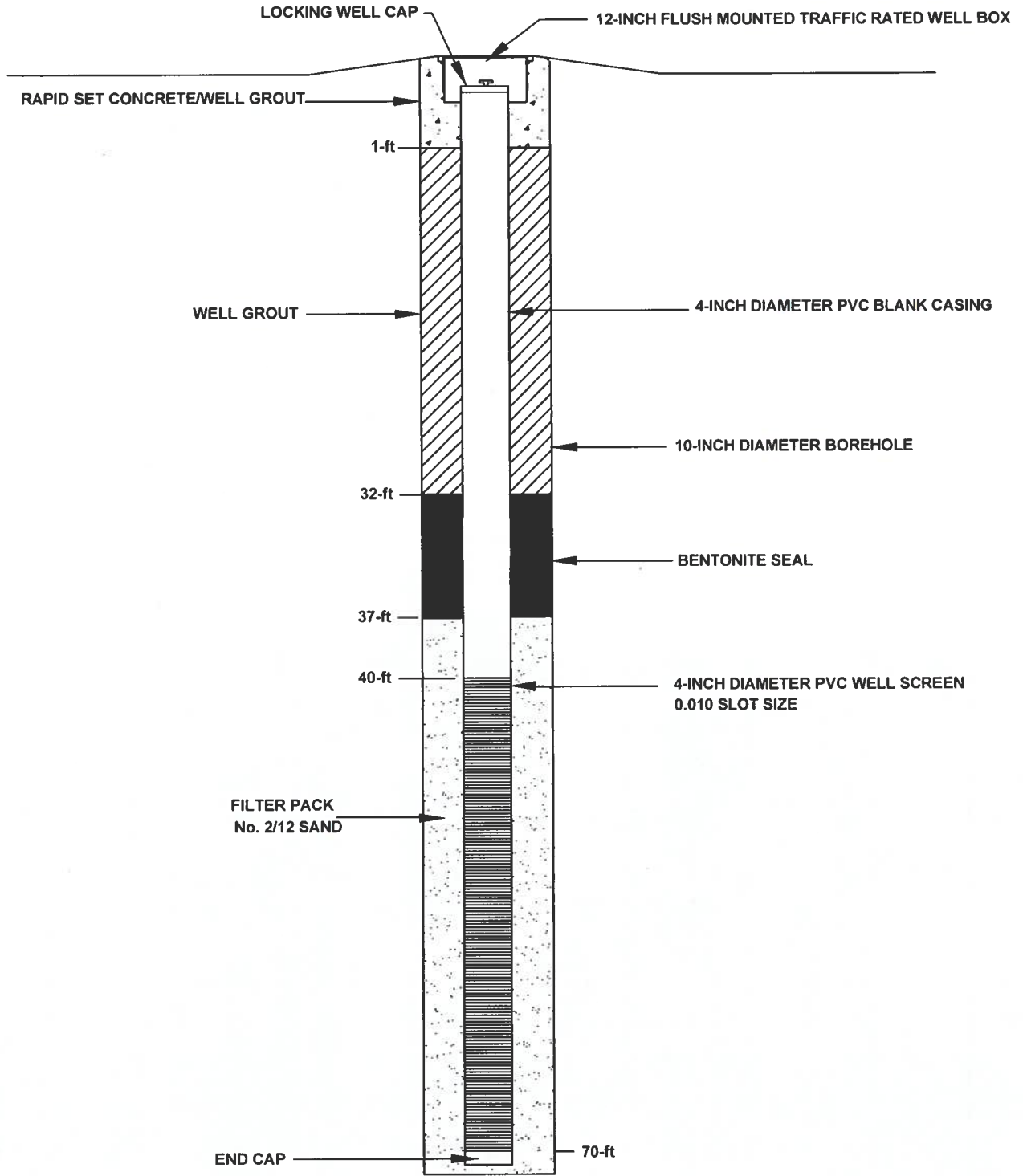
PROPOSED OFFSITE WELL LOCATIONS

Project Number	S-1362	File Number	S1362_2018_OffsiteLocations_02
Date	April 27, 2018	Figure	2
RE/PC	VL	Drafter	AK



4S12W-08N02S

4S12W-17E01S



Notes:
 1) Not To Scale
 2) Well construction depths approximate.

TYPICAL MONITORING WELL CONSTRUCTION

Regency Center LLC.
 2650 East Carson
 Lakewood, California

Date	Drafter
April 27, 2018	AK

PE/PG	Project Number	Figure
VL	S-1362	3
Project Manager	File	
VL	S1362-2015_WP-03	

ATTACHMENT 1
SEPTEMBER 2015 RWQCB LETTER



Los Angeles Regional Water Quality Control Board

September 28, 2015

Mr. John Manavian
Robertson Properties Group
120 North Robertson
Los Angeles, California 90048

Certified Mail
Return Receipt Requested
Claim No. 7014 2120 0004 7561 9409

**SUBJECT: REQUIREMENT FOR SUBSURFACE INVESTIGATION WORK PLAN
PURSUANT TO CALIFORNIA WATER CODE SECTION 13267 ORDER**

**SITE: REGENCY CENTER (LAKEWOOD KOHLS), 2650 EAST CARSON
STREET, LAKEWOOD, CALIFORNIA (SITE ID NO. 2040303; FILE SCP
NO. 1214)**

Dear Mr. Manavian:

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) is the public agency with primary responsibility for the protection of groundwater and surface water quality for all beneficial uses within major portions of Los Angeles and Ventura counties, including the above referenced site (Site).

Regional Board staff reviewed the "Second Quarter 2015 Quarterly Groundwater Monitoring Report" (Report), dated July 15, 2015, prepared by EEC Environmental (EEC) on behalf of Robertson Properties Group. The Report was reviewed in conjunction with the "Remedial Action Plan for Groundwater" (RAP) dated June 1, 2015. The purpose of this letter is to address groundwater plume delineation as required in the Regional Board's California Water Code section 13267 Order dated July 15, 2008. Regional Board staff will respond to the review of the RAP in a separate letter.

BACKGROUND

The Site is an approximately 11.6-acre property. Prior to 1959, the present day Regency Center was used for agricultural and/or ranching purposes. In 1959, a Cal Union grocery store was constructed at the western portion of the property and in 1961, a strip mall was constructed on the southern boundary. The former Cal Cleaners was located in the eastern end of the strip mall and used tetrachloroethylene (PCE) in dry cleaning operations between approximately 1961 and 1990. The strip mall and the Cal Union building were demolished in late 1989 and early 1990s to make room for the Regency theater. The movie theater was demolished between 2000 and 2001 and replaced with the current Kohl's Department Store, which was constructed in 2002.

CHARLES STINGER, CHAIR | SAMUEL UNGER, EXECUTIVE OFFICER

320 West 4th St., Suite 200, Los Angeles, CA 90013 | www.waterboards.ca.gov/losangeles

Subsurface investigation results indicate that volatile organic compounds (VOCs), predominantly PCE with much lower concentrations of PCE byproducts and hydrocarbon compounds have been detected in soil vapor, soil, and groundwater beneath the Site and its vicinity. The subsurface soil is currently being treated by the soil vapor extraction (SVE) system which has been in operation since 2008. This remediation treatment includes 22 triple-nested SVE wells (66 wells total) and has removed more than 7,565 pounds of PCE from February 2008 through June 2015.

Seven groundwater monitoring wells were installed between April 2006 and November 2008. The maximum PCE concentration detected in groundwater was 110,000 micrograms per liter ($\mu\text{g/L}$) in August 2011 and again in August 2013. The highest soil and groundwater PCE concentrations were detected in soil borings closest to the former Cal Cleaners. In June and July of 2011, an in-situ chemical oxidation (ISCO) pilot study was conducted to evaluate the effectiveness of sodium persulfate as a remedial option in reducing PCE concentrations in the groundwater at the Site. The results of this pilot test were insufficient to conclude that the applied method would be viable to achieve long-term reduction of PCE. A supplemental ISCO injection pilot study was conducted between June and July 2014 using potassium permanganate as the chemical oxidant. The results of the supplemental ISCO injection pilot study support the conclusion that ISCO with potassium permanganate is an effective remedial approach in reducing PCE concentrations in groundwater. ISCO with potassium permanganate is proposed as the onsite groundwater remediation strategy.

FINDINGS

The extent of the groundwater contamination is not delineated offsite to the south and southeast of the Site based on the investigative and groundwater monitoring reports provided to date. The semi-perched aquifer between 46 to 60 feet below ground surface (bgs) is impacted with PCE up to 110,000 $\mu\text{g/L}$ (detected in well MW-2) in August 2013. This PCE plume is centered near the former Cal Cleaners located at the eastern end of the Site (in what is now the Kohl's department store parking lot). Data from the most recent monitoring event shows the core of the PCE plume has been reduced in the vicinity of well MW-2 to below the Maximum Containment Level for PCE as a result of the potassium permanganate ISCO injection pilot test activities conducted in 2014 (see enclosed Figure 4). However, the PCE in the groundwater has migrated offsite and the location of the leading edge of the PCE plume from the Site is unknown. The PCE plume extends south past the Former Deutsch Fasteners (Deutsch) property located at 3969 Paramount Boulevard. We understand there is another VOC plume (primarily PCE and 1,1-dichloroethylene) located downgradient at the Deutsch property which the Regional Board has directed the responsible party, Alcoa Inc. to complete delineation of the VOC plume offsite.

In addition, the Bellflower Aquiclude is located below the semi-perched aquifer and consists of sediments of lesser permeability restricting vertical movement of the groundwater. Soil borings located more than 300 feet away from the former Cal Cleaners indicate that a clay layer exists at approximately 53 feet bgs. At the soil boring HP-4, located approximately 250 feet southeast of the Site on Kessler Road, downgradient of the source area, and near the Deutsch property well MW-1, the PCE concentration of a grab groundwater sample at 63 feet bgs in the 2-foot thick clay layer is 1,600 $\mu\text{g/L}$. The PCE concentration of the grab groundwater sample collected at 78 feet bgs is 20 $\mu\text{g/L}$ and at 95 feet bgs is 3 $\mu\text{g/L}$ at this soil boring. At the source area, by MW-2, the deepest

boring sampled was 70 feet bgs; therefore, the vertical extent of the plume closer to the source area has not been determined onsite.

COMMENTS AND REQUIRMENTS

Based upon the information in the Site file, the groundwater monitoring reports, and RAP, you are required to:


1. Delineate the leading edge of the lateral extent of PCE plume offsite, downgradient from the Site. Develop a work plan that includes at least three groundwater monitoring wells offsite to evaluate the southern and southeastern extent of the VOC groundwater plume and locate the leading edge of the plume.
2. Delineate and assess the vertical extent of the PCE plume onsite.

This work plan is due on **November 9, 2015**.

The above due date for submittal of the technical report constitutes an amendment to the existing requirements of the CWC section 13267 Order originally dated July 15, 2008. All other aspects of the Order originally dated July 15, 2008, and amendments thereto, remain in full force and effect. The required technical reports are necessary to investigate the characteristics of and extent of the discharges of waste at the Site and to evaluate cleanup alternatives. Therefore, the burden, including costs of the reports, bears a reasonable relationship to the need for the reports and benefits to be obtained. Pursuant to section 13268 of the CWC, failure to submit the required technical reports by the specified due date may result in civil liability administratively imposed by the Regional Board in an amount up to one thousand dollars (\$1,000) for each day each technical report is not received.

If you have any questions, please contact Jillian Ly at (213) 576-6664 or jillian.ly@waterboards.ca.gov.

Sincerely,

for 
Samuel Unger, P.E.
Executive Officer

Enclosure: Figure 4

Cc: Mr. Brad Dreyfus, Robertson Properties Group
Ms. Malissa H. McKeith, Lewis Brisbois, Bisgaard & Smith, LLP
Mr. Ronald M. Morosky, Alcoa
Mr. R. James Groh, Lakewood Self Storage, LLC
Mr. Mark Zeko, EEC Environmental

LEGEND

- WM-1 Approximate Location of Regency Groundwater Monitoring Well
- PZ-1 Approximate Location of Phreaticmeter
- ALCOA Approximate Location of ALCOA Groundwater Monitoring Well
- MM-1 Approximate Location of MM-1 Groundwater Monitoring Well
- Line of Equal Concentration in µg/L (Dashed Where Interfered)
- mmmm Decreasing PCE Concentration
- PCE Contaminant Concentration Plume
 - ≥ 10,000 µg/L
 - 1,000 - 10,000 µg/L
 - 100 - 1,000 µg/L
 - 5 - 100 µg/L
 - < 5 µg/L

NOTES

- NO Not Detected
 - PCE Tetrachloroethane
 - µg/L Micrograms per Liter (parts per billion)
 - * - Split sample result reported by EEC
 - ** - Phreaticmeter Concentration reported in VDR
- Data shown for Alcoa wells MM-1 and MM-6 were collected independently from EEC's sampling event.
Wells sampled on May 12, 2015



Project:
Regency Center, LLC
2650 East Carson Street
Lakewood, California

**PCE ISOCONCENTRATION MAP,
SECOND QUARTER 2015**

Project Number	S-1362.14T	File Number	S 1362-2015-GWM-04
Date	July 10, 2015	Figure	4
Prep'd	AL	Drawn	AN



**Tolling Agreement
Between Regency Center, LLC and
County of Los Angeles**

This Tolling Agreement ("Agreement") is entered into between Regency center, LLC, a Delaware limited liability company, on behalf of itself and for the benefit of each of its members (collectively, "Regency") and the County of Los Angeles, a body corporate and politic, and its agencies and representatives acting in their official capacities (collectively, "County"). Together Regency and the County are referred to as "the Parties" and each singularly as a "Party" in this Agreement.

WHEREAS the County is the owner of certain real property located at 3101 East Carson Street, Lakewood California (the "County Property").

WHEREAS Regency is the owner of certain real property located at 2650 East Carson Street, Lakewood California (the "Regency Property").

WHEREAS Regency has been investigating a release of hazardous materials affecting the Regency Property (the "Release") under the direction of the Los Angeles Regional Water Quality Control Board ("RWQCB").

WHEREAS Regency now desires to enter onto the County Property in connection with its investigation and remediation of the Release as required by RWQCB.

WHEREAS the County contends that it may have actual or potential present or future claims against Regency related to and/or arising out of the Release and/or investigation and/or remediation activities Regency may conduct at the County Property ("Claims").

WHEREAS, the County and Regency previously entered into that certain Tolling Agreement having an Effective Date of July 18, 2019, which Tolling Agreement expires on July 18, 2024.

WHEREAS Regency and the County agree that it is desirable to postpone any civil litigation with respect to the Claims to allow time for Regency to investigate, remediate, and/or monitor the Release, seek and if possible obtain confirmation of Regency's satisfaction of RWQCB requirements in relation to the Release, and discuss potential resolution of the Claims, all without altering any claim or defense available to either Party.

NOW, THEREFORE, Regency and the County hereby agree and stipulate as follows:

1. Each Party agrees that, beginning on the Effective Date (as hereinafter defined) and ending on the Termination Date (as hereinafter defined) (the "Tolling Period"), each and every statute of limitations, statute of repose, period of laches, and/or time limitation or deadline, however defined or denominated, whether statutory, contractual, equitable, legal, or otherwise (collectively "Limitations"), shall be tolled and suspended with respect to the Claims.

2. The Limitations shall be tolled and suspended regardless of which forum the Claims might be brought and regardless of what law may apply to this Agreement or resolution of

the Claims. Neither Party may include, assert or rely upon any time within the Tolling Period in computing the running of any of the Limitations with respect to the Claims.

3. When fully executed by all of the Parties hereto, this Agreement shall be deemed effective (the "Effective Date") and shall continue to be in effect until the Termination Date (as hereinafter defined).

4. This Agreement is to remain in effect for approximately five (5) years, until **July 18, 2029**, unless terminated by either Party by service, via certified mail, return receipt requested, of a notice of intent to terminate the Agreement on the other Party, in which case this Agreement shall terminate thirty (30) calendar days after the date such notice was postmarked (the "Termination Date").

4. This Agreement shall not in any way limit or affect any defense based on Limitations to the extent such defense could have been asserted on or before the Effective Date or to the extent such defense includes any time period before or after the Tolling Period. The Effective Date and Termination Date of this Agreement shall be within the Tolling Period and excluded from any calculation related to Limitations.

5. Any notice desired or required to be given pursuant to this Agreement or any law applicable thereto may be placed in a sealed envelope, sent certified mail, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service.

The address to be used for any notice served by certified mail upon Regency shall be:

Regency Center, LLC
Attention: Legal Department
120 North Regency Boulevard, Third Floor
Los Angeles, CA 90048

With carbon copy to:

PAJAMALAW

Attention: Sabrina Burton, Attorney
12817 North Seaglass Circle
Playa Vista, CA 90094

Notice served by mail upon County shall be addressed to:

County of Los Angeles
Department of Parks and Recreation
Attention: Sean Woods, Chief of Planning
1000 South Fremont Avenue, Unit #40
Alhambra, CA 91803

With carbon copy to:

Sonia L. Chan, Senior Deputy County Counsel
Office of the County Counsel
500 West Temple Street, 6th Floor
Los Angeles, CA 90012

Either Party may specify another place for receiving notice by designating such other place in writing delivered as provided above. Service by mail shall be deemed complete upon deposit in accordance with the above-mentioned manner.

6. Except as may be necessary to enforce this Agreement, the execution of this Agreement in no way operates as an admission of any kind including, but not limited to, an admission that any Party has or will have a claim against any other Party, or an admission of responsibility or fault, or a proportionate share thereof, on the part of any Party, an admission of any fact, and/or an admission that any applicable Limitations has expired or would expire without this Agreement.

7. Except as otherwise provided herein, this Agreement shall in no way limit any Party from asserting any claim or defense against any other Party hereto in the event that the Claim has been or is filed between any of the Parties hereto. The County and Regency expressly reserve any and all rights, claims, causes of action, or defenses related to the Claims, other than as set forth herein.

8. This Agreement is intended to benefit, and to apply to claims or potential claims which may be asserted by or against, only the Parties and each of their members, officers, and agencies. No person or entity other than the Parties and each of their members, officers, and agencies shall have the right, standing, or authority of the Parties hereto to invoke its terms, benefits, or obligations without the express written consent of all Parties to this Agreement.

9. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and as to that subject matter, this Agreement supersedes all negotiations, prior discussions, preliminary agreements, and other understandings between the Parties, express or implied. However, this Agreement does not contain the entire agreement between the Parties on all matters, and the Parties specifically intend this Agreement to be read in conjunction with, and consistent with the License Agreement for Groundwater Monitoring Well Construction and Monitoring at Lakewood Golf Course (Agreement No. 001085) executed concurrently herewith.

10. This Agreement may be modified only by the mutual written agreement of the Parties.

11. Nothing herein shall be construed to prohibit either Party from taking legal action, at any time, against any person or entity not a party to this Agreement.

12. This Agreement was jointly negotiated and drafted by the Parties hereto and neither the Agreement nor any provision of this Agreement shall be interpreted for or against any Party on the basis that such Party or its attorney drafted the Agreement or provisions.

13. Each of the Parties hereto expressly warrants and represents to the other that each of them understands and agrees to the terms contained herein, and each has relied upon its own judgment, belief, knowledge, understanding, and expertise. The Parties further acknowledge that they have had adequate opportunity to make reasonable investigation and inquiry into the subject matter of this Agreement prior to the execution hereof.

14. This Agreement shall, in all respects, be interpreted, enforced, and governed by and under the laws of the State of California.

15. This Agreement may be executed in counterparts, each of which when put together shall be deemed an original, and e-mailed or faxed signatures shall be deemed sufficient as originals.

16. The persons signing below on behalf of each Party hereby represent to have the authority to bind that respective Party and to enter into this Agreement.

[continued next page]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement on the date appearing next to each Party's signature.

DATED: _____, 2024

THE COUNTY OF LOS ANGELES:

By: _____

NORMA E, GARCÍA-GONZÁLEZ
Director, Department of Parks and Recreation

DATED: _____, 2024

REGENCY CENTER, LLC, a Delaware limited liability company

By: _____

Name Printed: _____

Title: _____

APPROVED AS TO FORM:

THE COUNTY OF LOS ANGELES

DAWYN R. HARRISON
County Counsel

DATED: _____, 2024

By: _____

Sonia L. Chan
Senior Deputy County Counsel

APPROVED AS TO FORM:

DATED: _____, 2024

By: _____

Sabrina Burton
Attorney for Regency Center, LLC