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04 3165044

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
12/08/04 AT 08:00am

TITLE(S) :



FEE

FEE \$	18/ J
DAF \$	2
C-20	

D.T.T

CODE  
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19

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9

Assessor's Identification Number (AIN)

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

Number of AIN's Shown

THIS FORM NOT TO BE DUPLICATED

12/8/04

2

**CHICAGO TITLE COMPANY**

**04 3165044**

**RECORDING REQUESTED BY:**

Carson Storage Venture, LP  
3720 Campus Drive, Suite 200  
Newport Beach, California 90745

**WHEN RECORDED, MAIL TO:**

Department of Toxic Substances Control  
Southern California Cleanup Operations  
5796 Corporate Avenue  
Cypress, California 90630  
Attention: Mr. Thomas M. Cota, Chief

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**COVENANT AND AGREEMENT TO RESTRICT USE OF PROPERTY**

**ENVIRONMENTAL RESTRICTION**

Re: Assessor's Parcel Numbers 7336-00-3037, 7336-00-7338,  
7336-00-7339 and 7336-00-7340  
Rebel Mini Storage  
20501 South Main Street  
Carson, California

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This Covenant and Agreement ("Covenant") is made by and between Carson Storage Venture, LP, a California limited partnership (the "Covenantor"), the current owner of property situated in Carson, County of Los Angeles, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department" or "DTSC"). Pursuant to California Civil Code Section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials, as defined in California Health & Safety Code ("H&SC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties," hereby agree pursuant to Civil Code section 1471 and H&SC section 25355.5 that the use of the Property be restricted as set forth in this

Covenant; and the Parties further agree that the Covenant shall comply with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I  
STATEMENT OF FACTS

1.01. The Property, totaling approximately 12.5 acres is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded by Del Amo Boulevard on the north, Figueroa Street on the west, Main Street on the east, and a Los Angeles County Flood Control District publicly depicted right of way to the south, County of Los Angeles, State of California. The Property is more specifically described as Los Angeles County Assessor's Parcel Nos.: 7336-00-3037, 7336-00-7338, 7336-00-7339 and 7336-00-7340

1.02. A portion of the Gardena Valley 1 and 2 landfill facility is believed to have formerly operated on the Property. A portion of the Southwest Conservation Landfill is also believed to have formerly operated on the Property. Environmental testing at the Property has indicated the presence of hazardous substances, including benzene, toluene, ethylbenzene, xylenes and arsenic in soil, and benzene, toluene, ethylbenzene, xylenes, trichloroethylene, methane and carbon dioxide in the form of soil gas.

The Property currently operates as a self-storage facility comprised of self storage units and vehicle storage spaces. The landfill on the Property is overlain by a multimedia soil/asphalt cap (Cap). The Cap consists of gray silty medium dense fine sand, light to medium dark brown to gray sandy silts with variable gravel, and dark brown to black, moist to wet, stiff clay/clayey silt, and up to three layers of asphalt. The Cap varies from 2 to 13 feet in thickness, and is generally 7 to 8 feet thick.

The Property is subject to the City of Carson Conditional Use Permit 176-78 (CUP), which includes mitigation requirements to address potential methane hazards at the Property. Methane mitigation measures were installed during construction of the self storage units, including plastic liners below

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each unit to retard methane migration and passive ventilation systems. The CUP also requires that above-ground surface structures at the Property, other than the self storage units, be raised to allow landfill gas to dissipate at the surface.

The Property may continue to be used as a self storage facility pursuant to a letter from the Department establishing that "no further action" is required on the Property to continue the current use of the site, dated November 29, 2004 (NFA letter), issued by the Department pursuant to Chapter 6.8 of Division 20 of the H&SC, subject to the restrictions of this Covenant, and the requirements set forth in the Operation and Maintenance Agreement between the Covenantor and the Department, dated November 29, 2004 (O&M Agreement). The fully executed O&M Agreement, attached hereto as Exhibit B, requires operation and maintenance of the Cap for the mitigation of methane and soil gas.

Because hazardous substances, as defined in H&SC section 25316, remain in the soil and soil gas under portions of the Property, the NFA letter provides that this Covenant, and the O&M Agreement, be required as part of the ongoing site mitigation to allow for continuation of the current use of the Property without significant risk to human health or the environment. Methane-related operation and maintenance requirements for the Property, including visual inspection of the Cap, ground level methane monitoring, sewer line monitoring, electrical panel monitoring, and methane corrective action procedures, are established pursuant to the O&M Agreement.

1.03. As detailed in past environmental investigations and in the Letter Report Addressing DTSC Comments as approved by the Department on November 30, 2004, the subsurface soils at the Property contain hazardous substances, as defined in H&SC section 25316, both in the soils and in soil gases. The Department established that, based on current site use and conditions at the Property, and subject to continuing requirements in the O&M Agreement and this Land Use Covenant, the only human exposure pathway for contaminants of concern on the Property is through exposure to ambient air. Based on the review of past environmental investigations, the Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21 or day care center may entail an unacceptable cancer risk. The Department further concluded that the Property,

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as mitigated, and subject to the restrictions of this Covenant, and the requirements of the O&M Agreement, does not present an unacceptable threat to human health or safety, or the environment.

ARTICLE II  
DEFINITIONS

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

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

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

ARTICLE III  
GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C), Civil Code section 1471, and California Code of Regulations, title 22, section 67391.1; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this

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Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property, as required by H&SC section 25359.7.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

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

ARTICLE IV  
RESTRICTIONS

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

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.

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(d) A day care center for children.

4.02. The use of the Site is not changed from its present land use (storage facility) without written approval from the Department.

4.03 Surface Management.

(a) No activities that will disturb the Cap (e.g., excavation, grading, removal, trenching, filling, earth movement or mining), with the exception of activities associated with Cap maintenance, shall be allowed on the Property without a Health and Safety Plan approved by the Department, and if deemed necessary by the Department, a Soil Management Plan. For the purposes of this paragraph 4.02(a), only activities that extend one (1) or more foot below ground surface shall be deemed to disturb the Cap, provided that the Cap is fully restored within twenty-four (24) hours following the completion of such activities.

(b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

(c) The Owner shall provide the Department written notice at least sixty (60) days prior to any building, filling, grading, mining or excavating in the Property.

4.03. Non-Interference with Cap. Covenantor agrees:

(a) Activities that may disturb the Cap (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining), with the exception of activities associated with Cap maintenance, shall not be

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permitted on the Property without prior review and approval by the Department. For the purposes of this paragraph 4.03(a), only activities that extend one (1) or more foot below ground surface shall be deemed to disturb the Cap, provided that the Cap is fully restored within twenty-four (24) hours following the completion of such activities.

- (b) All uses and development of the Property shall preserve the integrity of the Cap.
- (c) The Cap shall not be altered without written approval by the Department.

4.04. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.05. Operation and Maintenance. The entity or person implementing the O&M Agreement shall be responsible for inspection and maintenance of the Cap, and submission to the Department of an Annual Operation and Maintenance Report, as specified by the O&M Agreement. The entity or person responsible for implementing the O&M Agreement shall have reasonable right of entry and access to the Property for the purpose of implementing the O&M Agreement until the Department determines that no further Operation and Maintenance is required.

ARTICLE V  
ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department to require that the Covenantor or Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas), constructed or placed upon any portion of the Property in violation of the Restrictions. Violation of this Covenant shall be grounds for the

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Department to file civil or criminal actions as provided by law.

ARTICLE VI

VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233.

6.02 Termination. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234.

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

ARTICLE VII

MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

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

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within ten (10) days of the Covenantor's receipt of a fully executed

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original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Carson Storage Venture, LP  
Attn: Mr. John Dewey  
3720 Campus Drive, Suite 200  
Newport Beach, California 92660

To Department: Mr. Thomas M. Cota, Chief  
Department of Toxic Substances Control  
Southern California Cleanup Operations Branch -  
Cypress Office  
5796 Corporate Avenue  
Cypress, California 90630

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

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

7.06 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

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Covenantor: Carson Storage Venture, LP, a California limited partnership

By CS Investors, LLC, a California limited liability company as General Partner

By Carson-Dewey, LLC, a California limited liability company as its Co-Managing Member

By John Dewey, Managing Member

Name: John Dewey  
Title: MANAGING MEMBER  
Date: 12/1/04

STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE )

On this 01 day of DEC, in the year 2004,  
before me JOSEPH SEDENO, personally appeared  
JOHN DEWEY,

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

[Signature]

WITNESS my hand and official seal.



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Signature *Thomas M. Cota*

Department of Toxic Substances Control

By: Thomas M. Cota

Title: Chief, Southern California Cleanup Operations Branch – Cypress Office

Date: 12/1/04

STATE OF CALIFORNIA )

)

COUNTY OF ORANGE )

On this 01<sup>st</sup> day of DECEMBER, in the year 2004,

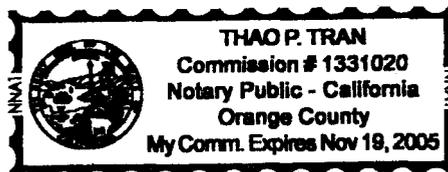
before me THAO P TRAN, Notary Public, personally appeared

THOMAS M. COTA.

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

WITNESS my hand and official seal.

Signature *Thao P. Tran*



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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The land referred to herein is situated in the State of California, County of Los Angeles, described as follows:

Parcels 1 to 4 inclusive of Parcel Map No. 6719, in the City of Carson, County of Los Angeles, State of California, as per map filed in Book 110, pages 24 and 25 of Parcel Maps, in the office of the county recorder of said county.

Excepting all of the oil, gas, petroleum and other hydrocarbon substances which lie below a plane parallel to and 500 feet below the natural surface of said land without any right to enter upon the surface of said land to explore for, develop or remove said substances, but with full right to explore for, develop and remove the same by means of wells or equipment having surface locations outside the outer boundaries of said real property, in and under or recoverable from said real property, as excepted in the deed from Del Amo Estate Company recorded November 8, 1963 in Book D2250, page 748 official records.

Also excepting all oil, gas and other hydrocarbon substances and all other minerals in and under all of said real property located below 500 feet from the surface of said real property, together with the perpetual and exclusive right of subsurface passage through all said real property below said depth of 500 feet from the surface, for the purpose of drilling an unlimited number of wells and the production of oil, gas and other hydrocarbon substances and other minerals from said property, as reserved by Sunset Oil Company in deed recorded July 1, 1955 in Book 48230 page 289 official records. And by Sunset International Petroleum Corporation in deed recorded July 20, 1960 in Book D916, page 193 official records.

End of Legal Description

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EXHIBIT "B"

OPERATION AND MAINTENANCE AGREEMENT

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In the matter of:	)	Docket No. HAS-A 04/05-29
	)	
Rebel Mini Storage	)	
20501 South Main Street	)	ENFORCEABLE AGREEMENT
Carson, California 90745	)	
	)	Health and Safety Code
	)	Section 25355.5(a)(1)(C)
	)	

AGREEMENT  
 OPERATION AND MAINTENANCE  
 REBEL MINI STORAGE  
 CARSON, CALIFORNIA

This Agreement is made and entered into, by and between the State Department of Toxic Substances Control ("Department") and Carson Storage Venture, LP ("Respondent"), 3720 Campus Drive, Suite 200, Newport Beach, California 92660.

W H E R E A S;

1.0 Certain operation and maintenance of the multimedia soil/asphalt cap (Cap) remains to be performed on the Rebel Mini Storage property (Site) for the mitigation of soil gas. The Site is currently owned by the Respondent. The Site is located at 20501 South Main Street, County of Los Angeles. A site location map and the assessor's parcel map are attached as Exhibit A.

AGREEMENT

2.0 The parties hereto, based upon the foregoing and in exchange for the mutual performances and forbearances described below,

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agree as follows:

2.1 Implementation of Operation and Maintenance Plan.

Respondent shall implement the Operation and Maintenance Plan ("OMP") dated November 23, 2004 (Exhibit B) for the mitigation of benzene, ethylbenzene, toluene, xylenes, trichloroethylene, methane and carbon dioxide in soil gas at the Site. Operation and maintenance requirements for the Site include visual inspection of the Cap, inspection for compliance with restrictions established in the proposed Land Use Covenant for the Site, ground level methane monitoring, sewer line monitoring, electrical panel monitoring, and methane corrective action procedures. The Cap shall be left in place and maintained by Respondent until and except to the extent that the Department authorizes Respondent in writing to discontinue, move or modify some or all of the Cap.

2.2 Modifications. Respondent shall give the Department at least sixty (60) days advance written notice prior to the intended date of any proposed modifications, discontinuation or other disruption of the Cap. The written notice shall be sent by certified mail to the Department at the address set out in Paragraph 8.0 of this Agreement. The written notice to the Department shall include a detailed description of the work to be done or modifications to be made and a map showing the exact

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location of the proposed work and the reasons for modification, disruption or discontinuation.

2.3 Environmental Monitoring. Respondent shall implement the methane monitoring and reporting requirements approved by the Department in the OMP.

2.4 Annual Operation and Maintenance Reports: Within thirty (30) days of the effective date of this Agreement, and on an annual basis thereafter, Respondent shall submit an Annual Operation and Maintenance Report of its activities under the provisions of this Agreement, as described in the OMP.

2.5 In accordance with California Code of Regulations, title 22, section 67391.1(h), Respondent shall reimburse the Department for any costs incurred by the Department in administering the proposed Land Use Covenant at the Site, including the costs incurred in overseeing performance of the implementation and enforcement of the Land Use Covenant, (LUC-I&E Plan Costs), for a period of thirty (30) years. The estimated LUC-I&E Plan Costs to be incurred by DTSC over the next ten (10) years are set forth in Exhibit C attached hereto. After ten (10) years, the estimated LUC-I&E Plan Costs for the remainder of the thirty (30) year term will be reevaluated. Proponent shall pay the total amount of such estimated costs (\$5,035.00) in advance within 30 days after

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the effective date of this Agreement, and in all other respects in accordance with paragraph 22 of this Agreement. It is understood by the parties that the amounts shown in Exhibit C are only an estimate and cannot be relied upon as the actual amount of LUC-I&E Plan Costs to be incurred by the Department pursuant to this Agreement. If the Department should incur additional amounts of LUC-I&E Plan Costs, then Respondent shall reimburse the Department for such costs in accordance with paragraph 22 of this Agreement.

2.6 Emergency Response Action/Notification. In the event of any action or occurrence (such as a fire, earthquake, explosion, or human exposure to hazardous substances caused by the release or threatened release of a hazardous substance) during the course of this Agreement, Respondent shall immediately take all appropriate action to prevent, abate, or minimize such emergency, release, or immediate threat of release and shall immediately notify the Project Manager. Respondent shall take such action in consultation with the Project Manager and in accordance with all applicable provisions of this Agreement. Within seven days of the onset of such an event, Respondent shall furnish a report to the Department, signed by Respondent's Project Coordinator, setting forth the events which occurred and the measures taken in the response thereto. In the event that Respondent fails to take appropriate response and the Department takes the action instead,

Respondent shall be liable to the Department for all costs of the response action. Nothing in this section shall be deemed to limit any other notification requirement to which the Respondent may be subject.

3.0 Obligations of the Department. The Department agrees to review and oversee the measures to be performed by Respondent pursuant to this Agreement.

4.0 Project Coordinator. The responsibilities of the Respondent's Project Coordinator Mr. John Dewey will be to receive and submit all notices, comments, approvals, and other communications from and to the Department. Respondent shall promptly notify the Department of any change in the identity of the Project Coordinator.

5.0 Project Engineer. The work performed pursuant to this Agreement shall be under the direction and supervision of a qualified professional engineer in the State of California with expertise in hazardous substance site cleanup. Within five (5) calendar days from the date the Agreement is signed by the Department, Respondent must submit: a) The name and address of the project engineer chosen by the Respondent; and b) in order to demonstrate expertise in hazardous substance cleanup, the resume of the engineer, and the statement of qualifications of the

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consulting firm responsible for the work. Respondent shall promptly notify the Department of any change in the identity of the Project Engineer.

6.0 Quality Control/Quality Assurance (QC/QA). All sampling and analysis conducted by Respondent(s) under this Agreement shall be performed in accordance with QC/QA procedures submitted by Respondent(s) and approved by the Department pursuant to this Agreement.

7.0 Submittals. All submittals and notifications from Respondent that are required by this Agreement shall be sent simultaneously to:

Mr. Thomas M. Cota, Chief  
Attn: Rissa Drumm (2 copies)  
Department of Toxic Substances Control  
Southern California Cleanup Operations Branch -  
Cypress Office  
5796 Corporate Avenue  
Cypress, California 90630

8.0 Communications. All approvals and decisions of the Department made regarding submittals and notifications will be communicated to Respondent in writing by the Site Mitigation Branch Chief, Department of Toxic Substances Control, or his/her designee. Confirmation of a designation shall be provided in writing by the Department in order to validate any approvals or decisions made by a Branch Chief's designee. No informal advice,

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guidance, suggestions or comments by the Department regarding reports, plans, specifications, schedules or any other writings by Respondent shall be construed to relieve Respondent(s) of the obligations to obtain such formal approvals as may be required.

9.0 Department Review and Approval. (a) If the Department determines that any report, plan, schedule or other document submitted to the Department for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, the Department may: (1) modify the document as deemed necessary and approve the document as modified; or (2) return comments to Respondent with recommended changes and a date by which Respondent must submit to the Department a revised document incorporating the recommended changes. (b) Any modifications, comments or other directive issued pursuant to (a) above, are incorporated into this Agreement. Any noncompliance with these modifications or directives shall be deemed a failure or refusal to comply with this Agreement.

10.0 Stop Work Order. In the event that the Department determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area or to the environment, the

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Department may order Respondent(s) to stop further implementation of this Agreement for such period of time needed to abate the endangerment. In the event that the Department determines that any activities (whether or not pursued in compliance with this Agreement) are proceeding without Department authorization, the Department may order Respondent(s) to stop further implementation of this Agreement or activities for such period of time needed to obtain Department authorization, if such authorization is appropriate. Any deadline in this Agreement directly affected by a Stop Work Order, under this section, shall be extended for the term of the Stop Work Order.

11.0 Department Required Modifications. The Department may require modification, replacement, or additions to remediation facilities if those facilities are not achieving remediation objectives or protecting public health, safety or the environment, including those identified in the Remedial Action Plan or Remedial Design. The Department may require additional evaluations, designs and the construction and operation of facilities to achieve these objectives.

12.0 Compliance With Applicable Laws. Respondent shall carry out this Agreement in compliance with all applicable local, state, and federal requirements, including, but not limited to, requirements to obtain permits and to assure worker safety.

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13.0 Respondent Liabilities. Nothing in this Agreement shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current or future operations of Respondent. Nothing in this Agreement is intended or shall be construed to limit the rights of any of the parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site. Nothing in this Agreement is intended or shall be construed to limit or preclude the Department from taking any action authorized by law to protect public health or safety or the environment and recovering the cost thereof. Notwithstanding compliance with the terms of this Agreement, Respondent may be required to take further actions as are necessary to protect public health and the environment.

14.0 Site Access. Access to the Site shall be provided at all reasonable times to employees, contractors and consultants of the Department. Access to laboratories (if owned by Respondent's consultants) used for analyses of samples under this Agreement shall also be provided as outlined above. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that the Department or any other agency may otherwise have by operation of any law. The Department and its authorized representatives shall have the

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authority to enter and move freely at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytical data, and contracts relating to the Site; reviewing the progress of Respondent in carrying out the terms of this Agreement; conducting such tests as the Department may deem necessary; and verifying the data to the Department by Respondent. Respondent shall ensure that no conveyance of title, easement or other interest in the property shall be executed (consummated) without incorporating the continued right of entry by the Department.

15.0 Sampling, Data and Document Availability. Respondent shall permit the Department and its authorized representatives to inspect and copy all sampling, testing, monitoring or other data generated by Respondent or on Respondent's behalf in any way pertaining to work undertaken pursuant to this Agreement. Respondent shall submit all such data upon the request of the Department. Respondent shall inform the Department at least seven (7) days in advance of all field sampling under this Agreement, and shall allow the Department and its authorized representatives to take duplicates of any samples collected by Respondent pursuant to this Agreement. Respondent shall maintain a central repository of the data, reports, and other documents prepared pursuant to this Agreement.

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16.0 Record Retention. All such data, reports and other documents shall be preserved by Respondent for a minimum of ten (10) years after the conclusion of all activities under this Agreement. If the Department requests that some or all of these documents be preserved for a longer period of time, Respondent shall either comply with that request or deliver the documents to the Department, or permit the Department to copy the documents prior to destruction. Respondent shall notify the Department in writing at least six (6) months prior to destroying any documents prepared pursuant to this Agreement.

17.0 Government Liabilities. The State of California shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by Respondent, or related parties specified in paragraph 30.0, Parties Bound, in carrying out activities pursuant to this Agreement, nor shall the State of California be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to this Agreement.

18.0 Additional Actions. By entering into this Agreement, the Department does not waive the right to take any further actions authorized by law.

19.0 Extension Requests. If Respondent is unable to perform any

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activity or submit any document within the time required under this Agreement, Respondent may, prior to expiration of the time, request an extension of the time in writing. The extension request shall include a justification for the delay. All such requests shall be in advance of the date on which the activity or document is due.

20.0 Extension Approvals. If the Department determines that good cause exists for an extension, it will grant the request and specify a new schedule in writing. Respondent shall comply with the new schedule, which is incorporated in this Agreement.

21.0 Financial Assurance: Financial Assurance. Within 60 days of the Effective Date, Respondent shall establish, demonstrate to the Department, and maintain financial assurance for operation and maintenance, and monitoring, in the amount of \$35,580.00. Respondent shall maintain such financial assurance throughout the period of time necessary to complete all required operation and maintenance activities. The financial assurance mechanism shall meet the requirements of Health and Safety Code section 25355.2. All financial assurance mechanisms are subject to the review and approval of the Department. If Respondent seeks to demonstrate ability to complete the operation and maintenance and monitoring by means of internal financial information, or by guarantee of a third

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party, it shall re-submit such information annually, on the anniversary of the effective date of this Agreement. If the Department determines that such financial information is inadequate, Respondent shall, within 30 days after receipt of the Department's notice of determination, obtain and present to the Department one of the other forms of financial assurance.

If, after the Effective Date, Respondent can show that the estimated cost to complete the OMP has diminished below the amount set forth in this paragraph, Respondent may submit a proposal for reduction of the amount of financial assurance to the remaining estimated costs of operation and maintenance, and monitoring, and may reduce the amount of financial assurance upon approval by the Department.

Respondent may change the form of financial assurance under paragraph at any time, upon notice to and approval by the Department, provided that the new form of assurance meets the requirements of this paragraph.

22.0 Cost Recovery. Respondent is liable for all of the Department's costs incurred in responding to the contamination at the Site (including costs of overseeing response work performed by Respondent) or costs to be incurred in the future. Cost

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recovery may also be pursued by the Department under CERCLA, Health and Safety Code Section 25360, or any other applicable state or federal statute or common law. The Department will invoice Respondent for Department's costs on a quarterly basis.

23.0 Severability. The requirements of this Agreement are severable, and Respondent shall comply with each and every provision hereof notwithstanding the effectiveness of any other provision.

24.0 Incorporation of Plans, Schedules and Reports. All plans, schedules, reports, specifications and other documents that are submitted by Respondent pursuant to this Agreement are incorporated in this agreement upon the Department's approval or as modified pursuant to Paragraph 10.0, Department Review and Approval, and shall be implemented by Respondent. Any noncompliance with the documents incorporated in this Agreement shall be deemed a failure or refusal to comply with this Agreement.

25.0 Modification and Termination. Respondent may, upon written request, seek modification or termination of this Agreement at any time. In addition to modification as provided elsewhere in this Agreement, this Agreement may be modified or terminated by mutual written agreement of the parties at any time.

26.0 Dispute Resolution. Respondent may seek resolution to a dispute which arises from a decision made by the Department's project management team related to this Agreement, including decisions made under the Modification and Termination provisions.

The site mitigation project management team consists of the Project Manager, Unit Chief (first-line supervisor), the Branch Chief, and the technical assistance staff. Respondent may seek dispute resolution in accordance with the following process:

- a. Respondent may seek resolution from the Department's first-line supervisor (Unit Chief) who supervises the Project Manager, and then, if the issue is not resolved after review by the first-line supervisor, Respondent may seek resolution from the second-line manager, the Branch Chief, who is responsible for overseeing site cleanup investigations or remedial actions for **Southern California Cleanup Operations Branch - Cypress Office**. If the issue is not resolved at the Branch Chief level after review of the second-line manager, Respondent may then seek resolution from the next level of management, the Chief for the Statewide Cleanup Operations Division of the Site Mitigation & Brownfields Reuse Program.

27.0 Time Periods. Unless otherwise specified, time periods

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begin from the effective date of this Agreement and "days" means calendar days. The effective date of this Agreement is the date the Agreement is signed by the Department.

28.0 Parties Bound. This Agreement applies to and is binding upon Respondent and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Agreement.

29.0 Effective Date. The effective date of this Agreement is the date of signature by the Department's authorized representative.

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

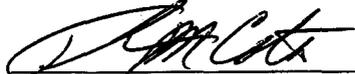
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Signed on the 29TH day of November, 2004.

Thomas M. Cota, Chief  
Southern California Cleanup Operations  
Branch - Cypress Office  
Site Mitigation & Brownfields Reuse  
Program  
Department of Toxic Substances Control

Name:   
Title: Branch Chief  
Date: 11/29/04

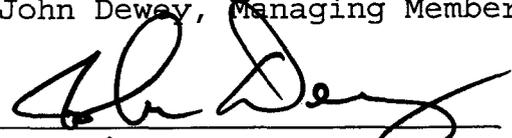
I acknowledge receipt of the foregoing Agreement and consent to its terms and conditions.

Carson Storage Venture, LP, a California limited partnership

By: CS Investors, LLC, a California limited liability company as General Partner

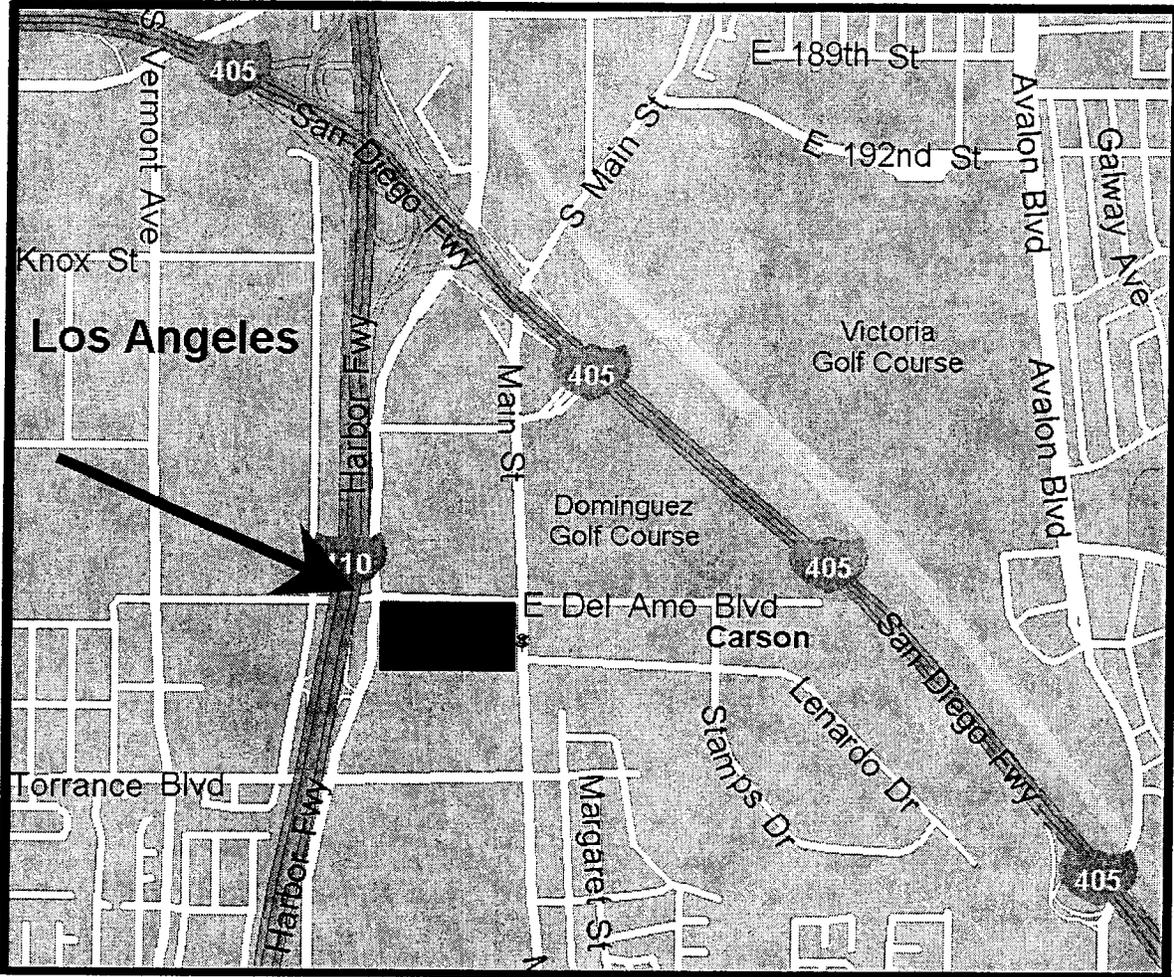
By: Carson-Dewey, LLC, a California limited liability company as its Co-Managing Member

By: John Dewey, Managing Member

Name:   
Title: MANAGING MEMBER  
Date: 11/26/04

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Exhibit A  
Site Location Map



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**EXHIBIT B**

**OPERATION & MAINTENANCE PLAN**

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# OPERATION AND MAINTENANCE PLAN Rebel Mini-Storage

Carson, California

*Prepared for:*

**B Mortgage Acceptance Corporation**

dba The Dewey Group

3720 Campus Drive, Suite 200

Newport Beach, CA 92660

*Prepared by:*

**Geomatrix Consultants, Inc.**

330 W. Bay Street, Suite 140

Costa Mesa, California 92627

(949) 642-0245

November 23, 2004

Project No. 9689

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**OPERATION AND MAINTENANCE PLAN**

Rebel Mini-Storage  
Carson, California

November 23, 2004  
Project 9689.000

This report was prepared by the staff of Geomatrix Consultants, Inc., under the supervision of the Engineer(s) and/or Geologist(s) whose seal(s) and signature(s) appear hereon.

The findings, recommendations, specifications, or professional opinions are presented within the limits described by the client, in accordance with generally accepted professional engineering and geologic practice. No warranty is expressed or implied.

---

Gordon Alexander, P.E.  
Senior Engineer

---

Prasad Thimmappa, P.E.  
Project Engineer

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(Continued)

**APPENDIXES**

- Appendix A Site Health and Safety Plan
- Appendix B Inspection and Monitoring Form

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**ABBREVIATIONS**

bgs	below ground surface
CH <sub>4</sub>	methane
Geomatrix	Geomatrix Consultants, Inc.
FID	Flame Ionization Detector
GVL	Gardena Valley Landfill
LEL	Lower Explosive Limit
ppm	parts per million
ppmv	parts per million volume
SCAQMD	South Coast Air Quality Management District
SCL	Southwest Conservation Landfill
UEL	Upper Explosive Limit

# OPERATION AND MAINTENANCE PLAN

Rebel Mini-Storage  
20501 South Main Street  
Carson, California

## 1.0 INTRODUCTION

Geomatrix Consultants, Inc. (Geomatrix) has prepared this Operation and Maintenance Plan on behalf of Rebel Mini-Storage for the property located at South Main Street, Carson, California (site). The site is approximately 12.8 acres, and is bounded by Del Amo Boulevard to the north, Main Street to the east, Torrance Lateral drainage channel to the south and Figueroa Street to the west. The site which is underlain by a former landfill is currently occupied by multiple single-story storage and support buildings. The entire site is paved with asphalt.

This methane operation and maintenance work plan has been prepared pursuant to the Operation and Maintenance Agreement for the site between Carson Storage Venture, LP, a California limited partnership ("CSV" or "Owner"), and the California Department of Toxic Substance Control (DTSC), dated November 30, 2004 (O&M Agreement). The purpose of this work plan is to establish a routine monitoring and inspection program to reduce the likelihood of landfill gas emissions at the surface of the site. A routine inspection program is required that includes, but is not limited to: visual inspection of the integrity of the cover, inspection for compliance with the proposed land use covenant for the site, an inspection schedule, monitoring at the surface using appropriate landfill monitoring instruments, and a response action if conditions suggest corrective action is needed to repair or mitigate a problem. This work plan also discusses an Annual Operation and Maintenance Report for the site to be prepared by a registered professional engineer and submitted annually to DTSC pursuant to the O&M Agreement.

Methane (CH<sub>4</sub>) is an odorless, colorless, non-toxic, non-carcinogenic gas that is lighter than air and is the primary component of commercial natural gas which fuels home heating and cooking appliances. Methane gas is combustible when mixed in appropriate ratios with air. Methane mixtures with air are combustible at methane concentrations between 5 and 15 percent by volume. Expressed in different units, this range is approximately 50,000 parts per million by volume (ppmv) to 150,000 ppmv depending upon temperature, pressure, humidity, and other atmospheric conditions. The 5 percent or 50,000 ppmv concentration is called the Lower Explosive Limit (LEL). Below 5 percent (50,000 ppmv), there is insufficient methane for

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combustion, and above 15 percent (150,000 ppmv), there is insufficient oxygen for combustion. The 15 percent or 150,000 ppmv concentration is called the Upper Explosive Limit (UEL). However, it is important to note that concentrations of methane above 15 percent are considered as dangerous as concentrations between 5 percent and 15 percent because dilution in air may cause the methane concentrations to drop to the explosive range.

In southern California, elevated methane levels may be encountered in association with a variety of source areas. These source areas include current or former oil fields, sanitary landfills, dairy operations, and swamplands. In landfills, generation of methane typically occurs through decay of organic matter, and the rate of decay is proportional to the amount of moisture available. The resulting concentrations of methane in soil vapor will depend on the rate of methane generation and the rate of off-gassing. In a site that includes an asphalt cap and does not include any system for venting methane from the subsurface, such as the Rebel Mini Storage site, the methane off-gassing is limited by the presence of the cap. These conditions can lead to methane gas buildup and potentially increased concentrations of methane in the subsurface, as were observed during the sampling.

## 1.1 SITE HISTORY

The site is located on portions of the former Gardena Valley 1 & 2 Landfill (GVL) and the former Southwest Conservation Landfill (SCL). The GVL operated from November 1956 to October 1959. SCL became inactive in 1971. The GVL underlies most of the western and central portions of Rebel Storage property. The SCL underlies a small portion of the northeast corner. Remedial activities have initiated at the SCL north of the property, and a plan was proposed for GVL to the south of the property. The western portion of the site was developed in 1976 and buildings in the eastern portion of the site were added in 1978 and 1981.

Phase I Environmental Site Assessments have been performed by Bloominfield Acceptance Company in 1996, EMG in 1999, and Harding ESE, Inc. in 2001. According to the EMG Assessment, there may be soil and/or groundwater contamination on the property based on historical information and eight companies are known to have pipe lines on or near the property. Harding ESE Assessment recommended installing soil borings and gas probes within the soil cover to characterize the associated soil gas.

Following the recommendations of Harding ESE, Allwest Remediation, performed a Phase II Environmental Site Investigation on March 2004. As part of the Phase II assessment, two soil gas probes were installed and soil gas samples were collected from one of the probes. Methane

was detected in subsurface soil vapor at 20 feet below ground surface (bgs) during the site investigation. Methane was detected at concentrations as high as 57.83% by volume. Carbon dioxide was measured at concentrations up to 45.43% by volume. Oxygen concentrations were depleted with the minimum detected concentration below the detection limit of the analysis used (0.2 percent by volume). Benzene was detected at concentrations up to 177 µg/m<sup>3</sup>. No Methyl tert Butyl Ether (MTBE) or chlorinated compounds such as vinyl chloride, Tetrachloroethene (PCE), or Trichloroethene (TCE) were detected above reporting limits.

**1.2 LANDFILL CAP**

The on-site landfill is covered with a multimedia soil/asphalt cap. The landfill cap consists of gray silty medium dense fine sand, light to medium dark brown to gray sandy silts with variable gravel, and dark brown to black, moist to wet, stiff clay/clayey silt, and up to three layers of asphalt. In one of the borings, installed as part of the Phase II assessment by Allwest Remediation, asphalt layers were encountered at 1, 2, and 3 feet bgs. The landfill cap varies from 2 to 13 feet in thickness, and is generally 7 to 8 feet thick.

**1.3 STORAGE FACILITIES**

There are 28 storage buildings on the property, each consisting of a steel structure approximately 10 to 15 feet wide, approximately 9 feet tall with a variable length of 20 to 60 feet. Each storage building is constructed atop 6-inch tall concrete support piers spaced approximately 4 feet apart. The piers were poured into forms directly atop the asphalt cap. An elevated slab was constructed above the piers. Each slab is approximately 4 inches thick and reportedly includes a 2-inch layer of concrete, a visqueen vapor barrier material, and an additional layer of concrete. The elevation of the slab above-grade provides venting of methane that moves upward past the asphalt cap. The plans for the structures note that sheet metal skirts installed at the bottom of the structures are required to be installed with a clearance of 2 inches above grade, which promotes ventilation of the subslab area between the piers.

**1.4 OFFICE STRUCTURES**

There are two modular office buildings on the property. The office buildings are supported on pile foundations and the floors are elevated approximately four feet above grade. A membrane has been installed at the bottom of the building floor slab to prevent methane gas intrusion from the soil into the buildings. The sewer pipelines from the two office buildings discharge into the City of Carson sewer line that runs along Del Amo Blvd.

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**2.0 OBJECTIVES**

The objective of the Operation and Maintenance Plan for the Rebel Mini-Storage site is to implement a routine inspection program to inspect and maintain the soil/asphalt cover, monitor emission of landfill gases at the surface, in onsite electrical panels and in onsite sewer lines. This work plan also describes an Annual Operation and Maintenance Report for the site to be prepared by a registered professional engineer and submitted annually to DTSC pursuant to the O&M Agreement.

**3.0 ACTION LEVELS**

The action levels for this Methane Operation and Maintenance Plan are listed in Table 1.

**4.0 CONTACTS**

Client Contact:	<u>John Dewey</u>	Phone: <u>949-474-1737</u>	Cell: <u>949-295-5354</u>
Client Site Contact:	<u>Greg Houge</u>	Phone: <u>323-966-4989</u>	Cell: <u>310-920-6672</u>
Env. Engineer Contact:	<u>G. Alexander</u>	Phone: <u>949-642-0245</u>	Cell: <u>949-279-5851</u>
Env. Engineer Contact:	<u>P. Thimmappa</u>	Phone: <u>949-642-0245</u>	Cell: <u>949-678-6601</u>

**5.0 ROUTINE INSPECTION AND MAINTENANCE**

Regular maintenance of the landfill cap will be the responsibility of the owner. The owner will keep a log of regular maintenance activities including cap repair, changes or improvements to the drainage system, and areas where repairs of settlement or equipment operation damage has occurred. The owner will also be responsible for regular inspection to assure compliance with the restrictions established in the proposed land use covenant for the site.

**6.0 ANNUAL INSPECTION AND MONITORING**

Once annually a registered professional engineer, or someone under a registered professional engineer's supervision, is required to conduct inspection and monitoring activities at the site, as described in this work plan. The results of the annual site visit will be included in an Annual Operation and Maintenance report to be prepared by a registered professional engineer and provided to the Department pursuant to the O&M Agreement.

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## 6.1 VISUAL INSPECTION

Inspection of the landfill cap integrity and maintenance will be performed annually by a registered professional engineer. The maintenance log will be provided to the engineer during his annual inspection. For the Rebel Mini Storage site, the engineer or someone under the engineer's supervision will perform a walk through inspection to identify:

1. eroded portions of the asphalt cap requiring repair, or, for areas where the problem persistently reoccurs, increased erosion resistance;
2. areas lacking free drainage;
3. areas damaged by equipment operation;
4. localized areas identified as having sustained repeated or severe differential settlement.
5. areas that may be out of compliance with the restrictions in the proposed land use covenant

These areas will be documented and recommendations for repair will be submitted to the owner for implementation. At the conclusion of the repair activities, the engineer will certify in writing that the repairs have been conducted according to his recommendations.

The results of the engineer's annual inspection, including copies of the maintenance log kept by the owner, and inspection for compliance with the proposed land use covenant, will be included in the Annual Operation and Maintenance Report.

## 6.2 GROUND LEVEL MONITORING

The entire site will be monitored annually for methane. The technique for monitoring is based on the South Coast Air Quality Management District Rule 1150.1 for Inactive Landfills<sup>1</sup>. The results of the annual ground level methane monitoring will be included in the Annual Operation and Maintenance Report.

The following sections describe the equipment specifications, monitoring procedures, and recording results.

---

<sup>1</sup> SCAQMD, 1985. *Rule 1150.1 Control of Gaseous Emissions from Municipal Solid Waste Landfills*. Adopted April 5, 1985. Amended April 10, 1998 and March 17, 2000.

### 6.2.1 Monitoring Equipment

Methane concentrations will be measured using a portable Flame Ionization Detector (FID) with the following specifications.

- A response time of 15 seconds or shorter.
- A precision of 3% or better.
- A minimum detectable limit of 5 ppmv.
- A flame-out indicator, audible and visual.
- Operate at an ambient temperature of 0 - 50° C.
- Calibrated to methane at a nominal concentration of 500 ppmv methane in air.
- The performance of the equipment shall be evaluated pursuant to U.S. EPA Method 21.
- The calibration procedures provided in U.S. EPA Method 21 shall be followed at the beginning of each day before commencing a surface monitoring survey.

### 6.2.2 Monitoring Procedure

The sampling probe shall be placed at a distance of 0-3 inches above any location of the landfill. A walk pattern encompassing the entire Rebel Mini Storage shall be used including areas where visual observations indicate the potential for elevated concentration of landfill gas, such as distressed vegetation or cracks in the asphalt cap. In addition, the survey shall include testing beneath each structure or storage unit onsite. Record the location and concentration of methane for any instantaneous reading of 500 ppmv or greater on a map of the site drawn to scale with the location of the walk pattern noted.

### 6.3 SEWER LINE MONITORING

Sewer lines at the site will be monitored annually for methane. The results of the annual sewer line methane monitoring will be included in the Annual Operation and Maintenance Report.

Following steps describe the equipment specification, monitoring procedures, and reporting procedures for sewer line monitoring.

**6.3.1 Monitoring Equipment**

Methane concentrations will be measured using a portable Flame Ionization Detector (FID) with the following specifications.

- The FID shall comply with the specifications cited in Section 5.1.1.

**6.3.2 Monitoring Procedure**

The monitoring procedure below shall be used annually to inspect the sewer lines and monitor for the presence of methane.

- Visually inspect the sewer lines entering the buildings and note any settlement, cracking or deformation.
- Open the sample ports previously installed in the sewer lines consisting of 3/8-inch diameter holes at the sewer pipeline bends just before they enter the buildings, in the locations noted on Figure 2.
- Insert the FID probe into the sample port and measure the methane concentrations. Record the peak concentration measured.
- After measuring the methane concentrations, seal the port with the 3/8-inch threaded brass plug.

**6.4 ELECTRICAL PANEL MONITORING**

Various electrical panels onsite are fed by subsurface conduit laid in underground trenches that extend from the offsite power poles to the onsite electrical panels. In addition, various onsite electrical panels are fed by subsurface conduit that runs from the office structure to junction boxes attached to the storage buildings.

Explosion-proof fittings were installed on the main power supply conduit to the office structures during installation. On the basis of our inspection of the site on October 18, 2004, subsequent electrical installations at the site have not included installation of explosion-proof fittings. The Owner has agreed to install explosion-proof fittings to all electrical junction boxes on the property in 2005. Various electrical conduits onsite appear to be impacted by settlement of the landfill ground surface with breaks in the conduit joints caused where subsurface conduit has settled away from the building-mounted conduit. In addition to the installation of explosion-proof fitting, in 2005 the Owner has committed to repair the damage of electrical conduits and wiring from historical settlement. Electrical panels at the site will be monitored

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annually for methane. The results of the annual electrical panel methane monitoring will be included in the Annual Operation and Maintenance Report.

To monitor the concentration of methane in the electrical panels the following procedure shall be implemented.

**6.4.1 Monitoring Equipment**

Methane concentrations will be measured using a portable Flame Ionization Detector (FID) with the following specifications.

- The FID shall comply with the specifications cited in Section 5.1.1.

**6.4.2 Monitoring Procedure**

The monitoring procedure below shall be used to monitor the electrical panels for the presence of methane.

- Visually inspect the conduits and electrical panels on storage and office buildings and note any settlement, cracking or deformation.
- Insert the FID probe into electrical panels through any available openings. Record the peak concentration measured.

**7.0 CORRECTIVE ACTION PROCEDURES**

After monitoring of methane concentrations above the cap, in the sewers, and in electrical panels, corrective actions will be performed if detected methane concentrations exceed the action levels listed in Table 1. Any corrective active procedures required as a result of the engineer's annual inspection and monitoring will be addressed in the Annual Operation and Maintenance Report.

The required corrective measures are described below:

**7.1 VISUAL INSPECTION ITEMS**

The recommendation of the engineer will be implemented by the owner and the results certified by the inspecting engineer as having been completed. For areas of the site with cracks in the asphalt cap, the cracks will be sealed with asphalt slurry, or, for larger cracks, hot or cold asphalt patch material. For areas of differential settlement, the engineer will recommend procedures to protect existing structures and repair the asphalt cap or structural supports.

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**7.2 GROUND LEVEL MONITORING CORRECTIVE ACTIONS**

Upon discovery of methane concentrations exceeding the 5000 ppmv action level at any location on the landfill surface, apply mitigation measures such as sealing of asphalt cracks as described in Section 6.1, and/or watering the surface to reduce emissions to less than 5000 ppmv. Resample after completion of the corrective action to verify that methane concentrations have been reduced.

**7.3 SEWER LINE MONITORING CORRECTIVE ACTIONS**

Upon discovery of methane concentrations exceeding the 5000 ppmv action level at any sewer line sampling port, provide notice to the site owner of the condition.

If concentrations exceed the emergency response action level, shut down electrical panels leading to the affected structure, notify the building occupants, and provide notice to the site owner.

**7.4 ELECTRICAL PANEL MONITORING CORRECTIVE ACTIONS**

Upon discovery of methane concentrations exceeding the 500 ppmv action level at any electrical panel, shut down power to that panel and provide notice to the site owner of the condition and check the conduit seals leading to that electrical panel to verify that the seal is in place and functional. Ventilate the panel and then resample. If concentrations remain above the action level, contact an electrician to inspect and repair the conduit seals.

If concentrations exceed the emergency response action level, shut down electrical panels leading to the affected structure, notify the building occupants, and provide notice to the site owner. Contact an electrician to inspect and repair the conduit seals to the affective panel. Reinspect the entire structure prior to re-energizing the electrical panels.

**8.0 REPORTING**

Results of the inspection and monitoring shall be recorded on the Inspection and Monitoring Forms contained in Appendix B. The completed forms will be provided to the site owner with any recommendations for repairs to the asphalt cap. The completed forms will also be included in the Annual Operation and Maintenance Report submitted to the Department, along with information on corrective actions taken, if any, during the past year.

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# TABLES

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**Table 1**  
**Action Levels for Methane Monitoring**  
**Rebel Mini-Storage**  
**20501 South Main Street**  
**Carson, California**

(Methane concentrations in ppmv<sup>1</sup>)

	Action Level	Emergency Response Level
Ground Level Monitoring	5000	12,500
Sewer Line Monitoring	5000	12,500
Electrical Panel Monitoring	500	12,500

1: ppmv = parts per million by volume

**FIGURES**

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**APPENDIX A**

**SITE HEALTH AND SAFETY PLAN**

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# SITE SPECIFIC HEALTH AND SAFETY PLAN

## PROJECT INFORMATION

Date(s) of Field Work: \_\_\_\_\_  
 Project Name: Rebel Mini-Storage Project Number: 9689.000.0  
 Client: Rebel Mini-Storage Site Phone: \_\_\_\_\_  
 Site Address: 20501 South Main Street, Carson, CA  
 Site Plan Attached  
 Scope of Work: Methane Operation and Maintenance Plan

Approvals		
	Initials	Date
Prepared By	TN	10/22/2004
Approved By		

Type of Project:  Environmental;  Geotechnical;  Industrial Process;  Other: \_\_\_\_\_  
 HAZWOPER Project: Training & Medical Surveillance must conform to 29 CFR 1910.120 & Geomatrix Guidelines.  
 Client Specific Requirements (Attached)

## KEY CONTACTS

Project Manager: <u>Gordon Alexander</u>	Phone: <u>949-642-0245</u>	Cell: <u>949-279-5851</u>
Project H&S Manager: <u>Don Kubik</u>	Phone: <u>510-663-4115</u>	Cell: <u>510-368-6433</u>
Site H&S Manager: _____	Phone: <u>949-642-0245</u>	Cell: <u>949- -</u>
Client Contact: <u>John Dewey</u>	Phone: <u>949-474-1737</u>	Cell: <u>949-295-5354</u>
Client's Site Contact: <u>Greg Houge</u>	Phone: <u>323-966-4989</u>	Cell: <u>310-920-6672</u>
Other: _____	Phone: _____	Cell: _____

Emergency Medical Facility: Long Beach Memorial Medical Center  
 Address: 2801 Atlantic Avenue, Long Beach  
 Phone Number (general): 562-933-2000 Phone Number (emergency): \_\_\_\_\_  
 Emergency Medical Facility Confirmed  Map to the hospital is attached

Police: 911 Fire: 911 Paramedic/Ambulance: 911  
 Poison Control Center: \_\_\_\_\_

## EMERGENCY PROCEDURES

### Medical Emergencies

1. Remove injured or exposed person(s) from immediate danger if possible.
2. Evacuate other on-site personnel to a safe place in an upwind direction until it is safe for work to resume.
3. If serious injury or life-threatening condition exists, call 911 - Paramedics, fire department, police Hospital emergency room Clearly describe location, injury and conditions to dispatcher/hospital. Designate a person to direct emergency equipment to the injured person(s).
4. Provide first aid if necessary. Remove contaminated clothing only if this can be done without endangering the injured person.
5. Call the project manager and/or project health and safety officer.
6. Immediately implement steps to prevent recurrence of the accident.

### Accidental Release of Hazardous Materials or Wastes

1. Evacuate all on-site personnel to a safe place in an upwind direction until the PM or PHSO determines that it is safe for work to resume.
2. Immediately instruct a designated person to contact the PM or PHSO.
3. Contain spill, if it is possible and it can be done safely.
4. Initiate cleanup.

### General Emergencies

In the case of fire, flood, explosion, or other hazard, work shall be halted and the local police/ fire department shall be notified by calling 911. All on-site personnel will be immediately evacuated to a safe place.

### Emergency Equipment Onsite

First Aid Kit;  Fire Extinguisher;  Eye Wash;  Other: \_\_\_\_\_

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**CHEMICAL HAZARDS**

CHEMICAL	EXPOSURE LIMITS		KNOWN/EXPECTED CONCENTRATIONS	HEALTH HAZARDS
	OSHA	ACGIH		
TCE	25 ppm	50 ppm	5 ppmv in soil vapor	Skin and respiratory
Methane	Simple asphyxiant	5.3% LEL	58% in soil vapor	Explosion/asphyxiation
Benzene	1 ppm	0.5 ppm	0.52 ppmv in soil vapor	Skin and respiratory
Toluene	50 ppm	50 ppm	200 ppmv in soil vapor	Skin and respiratory
Ethyl Benzene	100 ppm	100 ppm	341 ppmv in soil vapor	Skin and respiratory
Xylenes	100 ppm	100 ppm	19 ppmv in soil vapor	Skin and respiratory

**PHYSICAL HAZARDS:**

- Heat Stress
- Slip, Trip, & Fall
- Underground Hazards: One Call Ticket #
- Private Locator Utilized: \_\_\_\_\_
- Traffic
- Other: \_\_\_\_\_
- Cold Stress
- Heavy Equipment
- Excavations/Trenching
- Wet
- Electrical Hazards
- Overhead Hazards
- Confined Space
- Noise
- Date Called: \_\_\_\_\_

**BIOLOGICAL HAZARDS:**

- Pathogens: needle hazard
- Plants: \_\_\_\_\_
- Other Fauna: Stray cats and dogs
- Mold: \_\_\_\_\_
- Insects: spiders, ants, bees, yellowjacket
- Other: snakes

**SITE CONTROLS:** There is a 6-foot fence with barbed wire all around the property boundary. There are two access gates, one on Del Amo Blvd and one on Main Street.

**PERSONAL DECONTAMINATION PROCEDURES:** wash hands

**PERSONAL PROTECTIVE EQUIPMENT – R = REQUIRED, A = HAVE AVAILABLE**

- R** Eye Protection: **R** Safety Glasses; \_\_\_ Splash Goggles; \_\_\_ Face Shield; \_\_\_ Other: \_\_\_\_\_
- R** Hard Hat
- R** Steel-Toed Boots
- \_\_\_ Chemical Resistant Boots
- R** Traffic Safety Vest
- A** Hearing Protection: \_\_\_\_\_
- \_\_\_ Protective Clothing:  Tyvek®;  Coated Tyvek®;  Sarinex;  Other: \_\_\_\_\_
- R** Gloves:  Nitrile;  PVC;  Neoprene;  cloth/leather;  Other \_\_\_\_\_
- A** Respiratory:  Full-Face APR;  Half-Face APR
- A** Filter:  Organic Vapor;  Acid Gas;  HEPA;  Other: \_\_\_\_\_
- \_\_\_ Other: \_\_\_\_\_

If air monitoring in the workers' breathing zone exceeds 25 for 60 seconds or longer, upgrade to Level C (APR) or vacate the immediate area.

**MONITORING EQUIPMENT**

- Photo Ionization Detector with \_\_\_\_\_ eV lamp
- Combustible Gas Indicator
- Detector Tube (Brand: \_\_\_\_\_) – Tubes: \_\_\_\_\_
- Hydrogen Sulfide Meter
- Passive Dosimeter \_\_\_\_\_
- Air Sampling Pump – Filter Media: \_\_\_\_\_
- Other: \_\_\_\_\_
- Flame Ionization Detector
- Oxygen Meter
- Frequency of monitoring: \_\_\_\_\_

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**APPENDIX B**

**INSPECTION AND MONITORING FORM**

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INSPECTION AND MONITORING FORM

INSPECTION COMPANY:

INSPECTION DATE MM DD YY		WEATHER CONDITIONS	TIME IN	INSPECTION TIME
			TIME OUT	
FACILITY NAME			MONITORING INSTRUMENT	
FACILITY LOCATION			CALIBRATION	
INSPECTOR	INSPECTOR SIGNATURE	ALSO PRESENT		
INSPECTOR TO MARK LOCATIONS OF METHANE MEASUREMENTS, VISIBLE CRACKS AND OTHER FEATURES ON THE ATTACHED SITE MAP				

1. VISUAL INSPECTION

COMMENTS:

2. GROUND LEVEL MONITORING

COMMENTS:

3. SEWER LINE MONITORING

Sample Port Methane Concentration (ppm)

S1

S2

S3

COMMENTS:

4. ELECTRICAL PANEL MONITORING

COMMENTS:

5. GENERAL COMMENTS:

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## **EXHIBIT C**

### **10 Year DTSC Cost Estimate Worksheet**

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**EXHIBIT C  
10 YEAR COST ESTIMATE WORKSHEET**

**Operation & Maintenance Agreement  
(LUC - I & E PLAN)**

**Project Name: Rebel Mini Storage Facility (401259-11)**

<b>Program: SCCOB Title:</b>	<b>VCP Coord.</b>	<b>Project Manager</b>	<b>Supervisor</b>	<b>Toxicology</b>	<b>Geology</b>	<b>Industrial Hygiene</b>	<b>HQ Engring</b>	<b>Public Particip</b>	<b>HQ CEQA</b>	<b>Legal</b>	<b>Clerical</b>
		4	0.5								
<b>Total No. Hours/Class</b>	0	4	0	0.5	0	0	0	0	0	0	0
<b>Total Years</b>	10	10	10	10	10	10	10	10	10	10	10
<b>Total Hours</b>	0	40	0	5	0	0	0	0	0	0	0
<b>Hourly Rate/Class</b>	127	110	122	127	134	149	122	115	122	103	108
<b>Cost/Class</b>	0	4400	0	635	0	0	0	0	0	0	0
<b>Grand Total Cost</b>	\$5,035										

\*SCCOB: Southern California Cleanup Operations Branch

\*Annual Inspection: Inspection, monitoring, review of records, report generation and other activities consistent with the purpose of Land Use Covenant.

\*Classifications: Listed are the most commonly used classifications.

\*The Cost has been estimated for a ten (10) year time period. After 10 years the cost will be reevaluated. Multiply by 3 for the 30 year estimate, plus an unknown percentage for salary and overhead increases.

\*Hourly Rates are DTSC Contract Estimation Rates effective 10/01/2004 (Hourly Rate + Indirect @ 172.79%)

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