



## Department of Toxic Substances Control

**Matthew Rodriguez**  
Secretary for  
Environmental Protection

Barbara A. Lee, Director  
8800 Cal Center Drive  
Sacramento, California 95826-3200

**Edmund G. Brown Jr.**  
Governor

October 23, 2018

Mr. Brian Culnan  
Senior Remediation Manager  
Safety-Kleen Corporation  
1050 North Third Street, Suite "M"  
Laramie, Wyoming 82072

FINAL LAND USE COVENANT FOR THE FORMER SAFETY-KLEEN SYSTEMS, INC.,  
RECYCLING CENTER, 1000 SOUTH I STREET, REEDLEY, CALIFORNIA 95368,  
ENVIRONMENTAL PROTECTION AGENCY ID #: CAD093459485

Dear Mr. Culnan:

The Department of Toxic Substances Control (DTSC) has signed and notarized the enclosed Land Use Covenant (LUC) to restrict use of the former Safety-Kleen Systems, Inc. (Safety-Kleen) property located at 1000 I Street in Reedley, California (Site). Please record the enclosed fully executed LUC with the Fresno County Assessor's Office. Thank you for your continuing efforts to ensure the remediation and safety of this Site.

If you have any questions, please contact me at (916) 255-6528 or via email at [Dean.Wright@dtsc.ca.gov](mailto:Dean.Wright@dtsc.ca.gov).

Sincerely,

Dean Wright, P.G.  
Site Evaluation and Remediation Unit

Enclosure: *Land Use Covenant*

cc: (see next page)

Mr. Brian Culnan  
October 23, 2018  
Page 2

cc: (via email)

Ms. Leah White  
Staff Counsel  
Department of Toxic Substances Control  
[Leah.White@dtsc.ca.gov](mailto:Leah.White@dtsc.ca.gov)

Mr. Steven Becker, Chief  
Site Evaluation and Remediation Unit  
Cleanup Program – Sacramento Office  
Department of Toxic Substances Control  
[Steven.Becker@dtsc.ca.gov](mailto:Steven.Becker@dtsc.ca.gov)

RECORDING REQUESTED BY:

Department of Toxic Substances Control  
and  
Safety-Kleen Systems, Inc.  
1000 I Street  
Reedley, California 93654

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826

Attention: Steven R. Becker, P.G.  
Unit Chief  
Brownfields and Environmental  
Restoration Program

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LAND USE COVENANT AND AGREEMENT

ENVIRONMENTAL RESTRICTIONS

County of Fresno, Assessor Parcel Number(s): 370-214-10  
Safety-Kleen Systems, Inc.  
Department Site Code: 510085

This Land Use Covenant and Agreement ("Covenant") is made by and between Safety-Kleen Systems, Inc. (the "Covenantor"), formerly known as Safety-Kleen, Corp., the current owner of property located at 1000 I Street, City of Reedley, in the County of Fresno, State of California (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, 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 Health and Safety Code section 25260. The Covenantor and the Department hereby agree that, pursuant to Civil Code section

1471, the use of the Property be restricted as set forth in this Covenant and that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

## ARTICLE I

### STATEMENT OF FACTS

1.1. Property Location. The Property that is subject to this Covenant, totaling approximately 1.6 acres, is more particularly described in the attached Exhibit A, "Legal Description", and depicted in Exhibit B, "Site Map". The Property is located in the area now generally bounded by East Dinuba Avenue to the North, South I Street to the West, the Southern Pacific Rail Road to the East and City of Reedley owned commercial property to the South. The Property is also identified as County of Fresno, Assessor Parcel Number 370-214-10.

1.2. Remediation of Property. This Property has been investigated and remediated under the Department's oversight. The Department verified clean closure of the facility on August 8, 2012 and approved a Corrective Measures Implementation Work Plan on December 11, 2017 in accordance with Health and Safety Code, division 20, chapter 6.5. The remediation activities conducted under the Corrective Action Consent Agreement for the Property include restricting access to the Site, soil vapor extraction to remediate the soil, and monitored natural attenuation to remediate the groundwater. Hazardous wastes including 1,2-dichloroethane, tetrachloroethene and 1,4-dioxane remain in groundwater at the Property above levels acceptable for unrestricted land use. In addition, acrylonitrile was detected in a single soil vapor sample at a concentration of 130 micrograms per meter cubed which is above residential risk levels. Remediation and monitoring of the groundwater will continue under the Corrective Measures Implementation (CMI) Work Plan approved on December 7, 2017. That includes monitoring groundwater at the Site using the established monitoring well network as depicted in Exhibit C Groundwater Monitoring Network. Wells will be sampled on a semi-annual or annual basis as outlined in the CMI Work Plan or as modified by any future submittal approved by DTSC. Results will be used to evaluate the efficacy of natural attenuation of contaminants in groundwater and determine when the established groundwater cleanup goals are achieved

1.3. Basis for Environmental Restrictions. As a result of the presence of hazardous wastes, which are also hazardous materials as defined in Health and Safety Code section 25260, at the Property, the Department has concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as part of the Department-approved remedy for the Property. The Department has also concluded that the Property, as currently remediated and when used in compliance with the Environmental Restrictions of this Covenant, does not present an unacceptable risk to present and future human health or safety or the environment.

## ARTICLE II

### DEFINITIONS

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

2.2. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions as set forth in this Covenant.

2.3. Improvements. "Improvements" includes, but is not limited to buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.4. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

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

2.6. Owner. "Owner" or "Owners" means the Covenantor, and any successor in interest including any heir and assignee, who at any time holds title to all or any portion of the Property.

2.7. Remedial System. "Remedial System" means the existing groundwater monitoring well network currently in place on and around the Property and any additional groundwater monitoring wells that may be installed as a result of groundwater monitoring results.

ARTICLE III  
GENERAL PROVISIONS

3.1. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by the Department; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2. Binding upon Owners/Occupants. This Covenant: (a) binds all Owners of the Property, their heirs, successors, and assignees; and (b) the agents, employees, and lessees of the Owners and the Owners' heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

3.3. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.4. Conveyance of Property. The Owner and new Owner shall provide Notice to the Department not later than 30 calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The Notice shall include the name and mailing address of the new Owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number(s) noted on page one. If the new Owner's property has been assigned a different Assessor Parcel Number, each such Assessor Parcel Number that covers the Property must be provided. 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 or by administrative order.

3.5. Costs of Administering the Covenant to Be Paid by Owner. The Department has already incurred and will in the future incur costs associated with this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering, implementing and enforcing this Covenant.

#### ARTICLE IV

#### RESTRICTIONS AND REQUIREMENTS

4.1. Prohibited Uses. The Property shall not be used for any of the following purposes without prior specific written approval for that land use pursuant to Health and Safety Code section 25227:

- (a) A new use of the Property, except that the Department's approval is not required for the use, modification or expansion of an existing industrial or manufacturing facility, if, on or before January 1, 1981, the Property was owned by or held for the beneficial use of that facility or complex.
- (b) Subdivision of the Property; except for subdivision to divide that portion of the parcel that contains hazardous materials, as defined in Health and Safety Code section 25260(d), from other portions of that parcel.
- (c) Construction or placement of a building or structure on the land that is intended for use as any of the following, or the new use of an existing structure for the purpose of serving as any of the following:
  - (i) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
  - (ii) A hospital for humans.
  - (iii) A public or private school for persons under 21 years of age.
  - (iv) A day care center for children.
  - (v) A permanently occupied human habitation, other than those used for industrial purposes.

4.2. Prohibited Activities. The following activities shall not be conducted at the

Property:

- (a) Drilling for any water, oil, or gas without prior written approval by the Department.
- (b) Extraction or removal of groundwater without a Groundwater Management Plan pre-approved by the Department in writing.
- (c) Activity that may alter, interfere with, or otherwise affect the integrity or effectiveness of, or the access to, any investigative, remedial, monitoring, operation or maintenance system (*e.g., cap, vapor extraction system, monitoring system, groundwater extraction system*) or activity required for the Property without prior written approval of the Department.
- (d) Activity that may interfere with, or otherwise affect the integrity or effectiveness of any activity required for the Property under either this Covenant or applicable federal, state or local law, without prior written approval of the Department.

4.3. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, investigation, remediation, monitoring, and other activities as deemed necessary by the Department in order to protect human health or safety or the environment.

4.4. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the operation and maintenance activities, if any, shall have reasonable right of entry and access to the Property for the purpose of implementing such operation and maintenance activities until the Department determines that no further operation and maintenance activity is required.

4.5. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant and shall submit an annual inspection report to the Department for its approval by January 30th of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations that were the basis for the statements and conclusions in the annual inspection report were performed (*e.g., drive by, fly over, walk in, etc.*). If any violation is noted, the annual inspection report must detail the steps

taken to correct the violation and return to compliance. If the Owner identifies any violations of this Covenant during the annual inspection or at any other time, the Owner must within 10 calendar days of identifying the violation: (a) determine the identity of the party in violation; (b) send a letter advising the party of the violation of the Covenant; and (c) demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 calendar days of its original transmission.

ARTICLE V  
ENFORCEMENT

5.1. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, such as failure to submit (including submission of any false statement) record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

ARTICLE VI  
VARIANCE, REMOVAL AND TERM

6.1. Variance from Environmental Restrictions. Any person may apply to the Department for a written variance from any of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.

6.2. Removal of Environmental Restrictions. Any person may apply to the Department to remove any of the Environmental Restrictions imposed by this Covenant or terminate the Covenant in its entirety. Such application shall be made in accordance with Health and Safety Code section 25224.

6.3. Term. Unless ended in accordance with paragraph 6.2, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII  
MISCELLANEOUS

7.1. 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.

7.2. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Fresno within 10 calendar days of the Covenantor's receipt of a fully executed original.

7.3. 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: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or (b) five calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Safety-Kleen Systems, Inc.  
Attn: Brian Culnan, P.G.  
Senior Remediation Manager  
1050 North 3<sup>rd</sup> Street, Suite M  
Laramie, Wyoming 82017

Safety-Kleen Systems, Inc.  
Attn: Legal Counsel – Urgent Legal Matter  
42 Longwater Drive  
Norwell, Massachusetts 02061

CT Corporation System  
Agent for Service of Process  
818 West 7<sup>th</sup> Street  
Los Angeles, California 90017

And to Department:

Department of Toxic Substances Control  
Attn. Steven Becker, P.G.  
Unit Chief  
8800 Cal Center Drive  
Sacramento, California 95826

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

7.4. Partial Invalidity. If this Covenant or any of its terms are 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.

7.5. Statutory References. All statutory or regulatory references include successor provisions.

7.6. Incorporation of Exhibits. All exhibits and attachments to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Covenantor and the Department hereby execute this Covenant.

Covenantor: Safety-Kleen Systems, Inc.

By: M. Battles  
Mike Battles.

Title: Executive Vice President and Chief Financial Officer

Date: October 11, 2018

Department of Toxic Substances Control:

By: S.R. Becker  
Steven R. Becker, P.G.

Title: Senior Engineering Geologist  
Unit Chief

Date: 10/23/2018



# EXHIBIT A LEGAL DESCRIPTION

FRESNO COUNTY RECORDERS OFFICE

**RECORDING REQUESTED BY**

Kimble, MacMichael & Upton  
P. O. Box 9489  
Fresno, CA 93792-9489  
AND WHEN RECORDED MAIL TO

90087332

Name: Kimble, MacMichael & Upton  
Street Address: P. O. Box 9489  
City & State: Fresno, CA 93792-9489

RECORDED IN OFFICIAL RECORDS OF  
FRESNO COUNTY, CALIFORNIA  
AT 5:00 MIN P.M. 7/26/90

JUL 26 1990

GALEN LARSON  
County Recorder

FEE  
\$5

**MAIL TAX STATEMENTS TO**

Name: Safety-Kleen Corporation  
Street Address: Attn: R.E./Dept.  
City & State: 777 Big Timber Road  
Elgin, IL 60123

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Corporation Grant Deed**

390-214-10

The undersigned grantor(s) declare(s):  
Documentary transfer tax is \$ \_\_\_\_\_  
( ) computed on full value of property conveyed, or  
( ) computed on full value less value of liens and encumbrances remaining at time of sale.  
I ) Unincorporated area: ( ) City of \_\_\_\_\_ and  
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
SAFETY-KLEEN CORP., also known as SAFETY-KLEEN CORPORATION

a corporation organized under the laws of the State of Wisconsin hereby GRANTS to  
SAFETY-KLEEN CORP., a Wisconsin corporation

the following described real property in the County of FRESNO, State of California:  
THAT PORTION OF BULLER TRACT, IN THE CITY OF REEDLEY, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 13 OF PLATS PAGE 89, FRESNO COUNTY RECORDS DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF SAID TRACT; THENCE NORTH 90° 00'00" EAST, ALONG THE EAST PROLONGATION OF THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 19.73 FEET TO THE SOUTHWESTERLY BOUNDARY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY ALSO BEING THE EASTERLY LINE OF SAID BULLER TRACT; THENCE SOUTH 40°31'46" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 337.41 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF LOT 8 OF SAID BULLER TRACT; THENCE SOUTH 49°29'51" WEST, ALONG SAID PROLONGATION AND SAID SOUTHEASTERLY LINE OF LOT 8, A DISTANCE OF 169.89 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 8; THENCE NORTH 40°29'22" WEST, ALONG THE WESTERLY LINES OF LOTS 1 THRU 8 INCLUSIVE OF SAID BULLER TRACT, A DISTANCE 462.29 FEET TO A POINT 20.00 FEET SOUTHEASTERLY OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 24°45'19" EAST A DISTANCE OF 16.75 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 LYING 20.00 FEET EAST OF SAID NORTHWEST CORNER; THENCE NORTH 90°00'00" EAST ALONG SAID NORTH LINE A DISTANCE OF 183.34 FEET TO THE POINT OF BEGINNING.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its \_\_\_\_\_ President and \_\_\_\_\_ Secretary thereto duly authorized.

Dated: \_\_\_\_\_ SAFETY-KLEEN CORP., a Wisconsin corporation

STATE OF CALIFORNIA Illinois  
COUNTY OF Kane ss By: DONALD W. BRINKMAN, President  
On June 6, 1990, before me, the Notary Public in and for said State, personally appeared DONALD W. BRINKMAN, Secretary

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the \_\_\_\_\_ President, and ROBERT W. WILLMSCHEN, personally known to me or proved to me on the basis of satisfactory evidence to be the Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors

WITNESS my hand and official seal  
Signature: Maria F. Harrington



Title Order No. \_\_\_\_\_ Enclose or Loan No. \_\_\_\_\_  
PT-29 (10-88) MAIL TAX STATEMENTS AS DIRECTED ABOVE

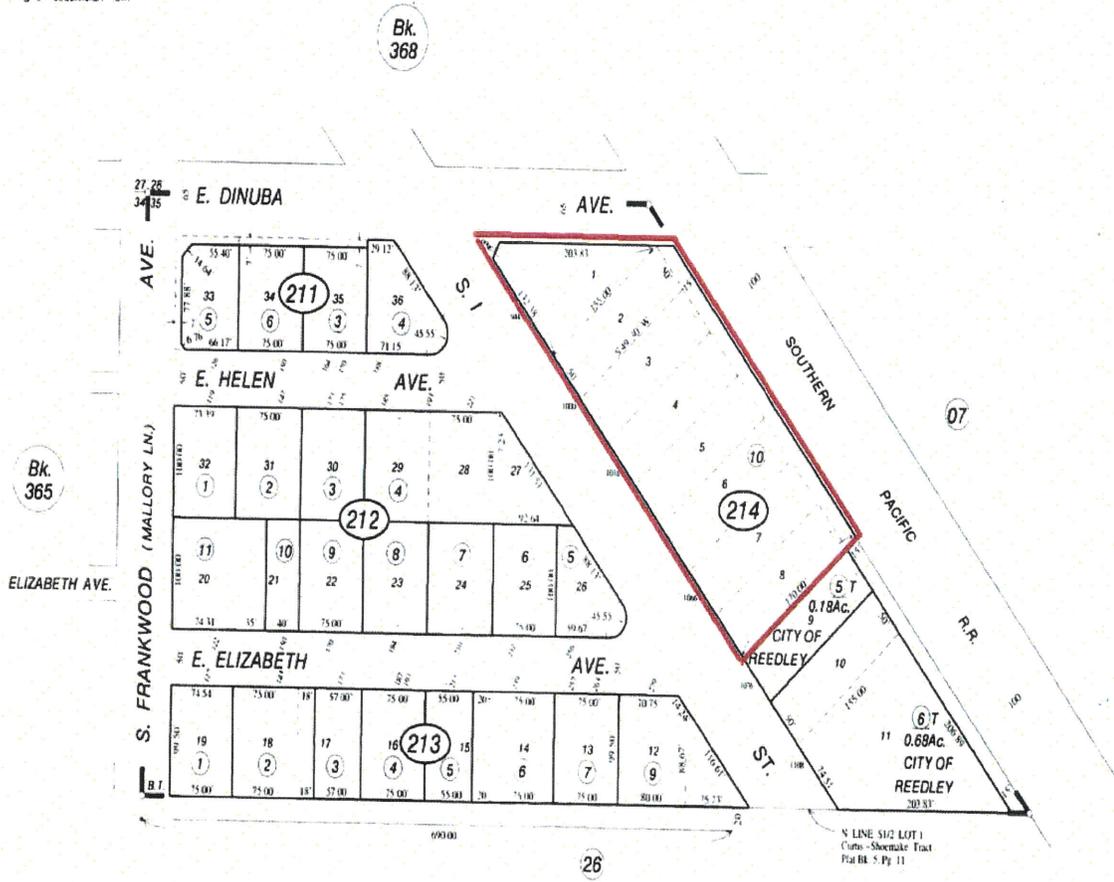
JUL 26 1990

# EXHIBIT B SITE MAP

NOTE  
 This map is for Assessment purposes only  
 It is not to be construed as portraying  
 legal ownership or divisions of land for  
 purposes of zoning or subdivision law

SUBDIVIDED LAND IN POR. SEC. 35, T. 15 S., R. 23 E., M. D. B. & M.

Tax Rate Area  
 9.029



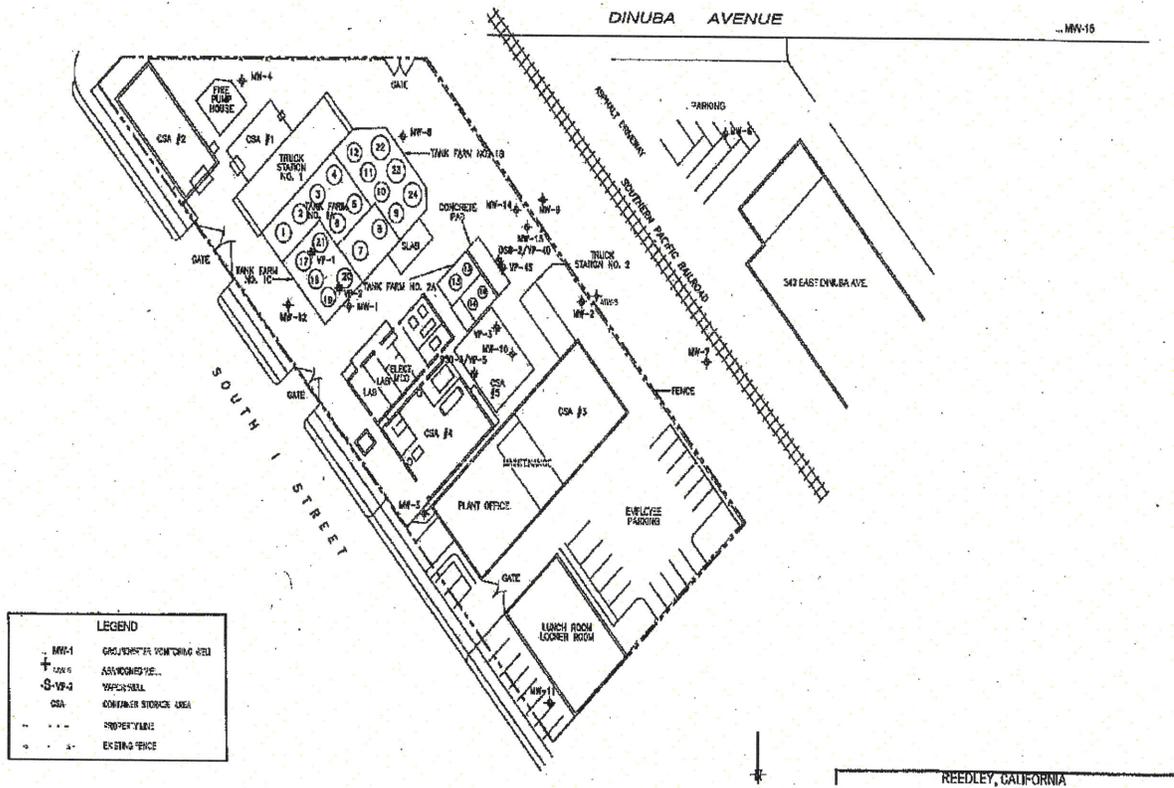
Buller Tract - Plat Bk. 13., Pg. 89

Assessor's Map Bk. 370  
 County of Fresno, Ca

NOTE - Assessor's Block Numbers Shown in Ellipses.  
 Assessor's Parcel Numbers Shown in Circles.

3-24-06

# EXHIBIT C GROUNDWATER MONITORING NETWORK



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ <sup>Massachusetts</sup>

County of Plymouth

On October 11<sup>th</sup> 2018 before me,

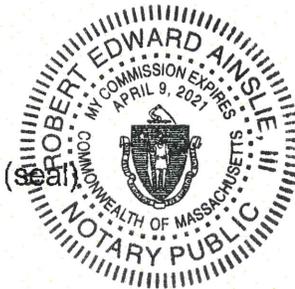
Robert E. Ainslie III  
(space above this line is for name and title of the officer/notary),

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

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ <sup>Massachusetts</sup> that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

REAI  
Signature of Notary Public



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On October 23<sup>rd</sup> 2018 before me,

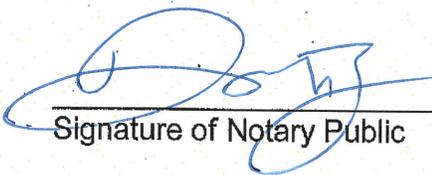
Dani A. Molina-Barragan Notary Public

(space above this line is for name and title of the officer/notary),

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

  
Signature of Notary Public

(seal)

