

Recording Requested By and

Return to:
Sonoma County Community
Development Commission
1440 Guerneville Road
Santa Rosa, CA 95403



2018040884

Official Records Of Sonoma County
William F. Rousseau
06/06/2018 03:20 PM
SONOMA COUNTY COMMUNITY DEVE

AGM 24 Pgs

Fee: \$83.00

PAID



Document Title(s)

California Land Use and Revitalization Act (CLRRRA) Agreement for the Roseland Cleaners
761 Sebastopol Road, Santa Rosa, CA. Case number 1NSR403 (201-0082)

Reason for exemption:

- ☐ Document is subject to the imposition of documentary transfer tax and includes a declaration showing the amount of documentary transfer tax paid at the time of recording
- ☐ Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax
- ☐ Exempt from fee per GC sec 27388.1 (a) (2); Document represents a transfer of real property that is a residential dwelling to an owner-occupier
- ☐ Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier
- ☐ Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225 reached
- ☐ Exempt from the fee per GC 27388.1 (a) (1) Not related to real property
- ☒ Exempt from the fee per GC 27388.1 (a) (2); executed or recorded by a government agency

I hereby declare that the information provided above is true and correct.

Niedre Durcon
Signature

Niedre Durcon
Printed Name

STANDARD AGREEMENT
for participating under California's Land Reuse and Revitalization Act (CLRRA) Program

Docket No. _____

Overview

The California Land Reuse and Revitalization Act of 2004 (CLRRA) was enacted by Assembly Bill No. 389, Montanez, on September 23, 2004.¹ CLRRA provides for an eligible bona fide purchaser (BFP), innocent landowner (ILO), or contiguous property owner (CPO) (a "Person" under this Agreement) to qualify for specified immunities from liability for certain response costs or damage claims under applicable state statutes. Under CLRRA, a Person seeking the immunities provided by this Act is required to enter into an agreement. By entering into this Agreement, Sonoma County Community Development Commission (SCCDC) meets the CLRRA requirement to enter into such an agreement, as a BFP. The CLRRA program is a voluntary program afforded to qualifying Persons and does not alter existing state law regarding liability for releases or discharges of hazardous substances or hazardous materials not addressed by this Agreement.

SCCDC and the North Coast Regional Water Quality Control Board (Water Board) hereby agree as follows:

1. Introduction

- 1.1 Parties. This Agreement is entered into by SCCDC and Water Board, who are collectively the "Parties" to this Agreement.
- 1.2 Site Description. This Agreement applies to the "Site" which is defined as the real property located at 650, 655, 665, 759, 761, 765, 777, 779, 805 Sebastopol Road in Santa Rosa, Sonoma County, California 95401, identified by Sonoma County Assessor's Parcel Number 125-111-037. The Site is approximately 6 acres in size and is located north of Sebastopol Road between Roseland Avenue and Dutton Avenue. The Site is surrounded with commercial and retail uses to the south, east and west. There is a former bulk oil facility to the north. Roseland Elementary School is located approximately 0.1 miles southwest of the Site. The closest residential housing is located about 300 feet south of the Site. A diagram of the Site and a location map are attached as Exhibit A.
- 1.3 Jurisdiction. CLRRA, as codified in Health and Safety Code (HSC) section 25395.92, authorizes Water Board to enter into an agreement with SCCDC with respect to the Site.

¹ Assembly Bill No. 389 added Chapter 6.82 (commencing with section 25395.60) and Chapter 6.83 (commencing with section 25395.110) to Division 20 of the Health and Safety Code. Section 25395.109 was amended by Stats. 2016, Ch. 166, Sec. 1. Effective January 1, 2017 to extend CLRRA until January 2027 unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

- 1.4 Purpose. The purpose of this Agreement is to implement CLRRRA for the assessment and remediation of the Site, so that SCCDC may qualify for the immunities afforded under CLRRRA and Water Board may be reimbursed for the costs incurred by Water Board.
- 1.5 Agreement Not an Admission. Entry into this Agreement by SCCDC does not constitute an admission of fact or liability or conclusion of law for any purpose or proceeding nor does it limit or waive any defense to responsibility or liability that may be available to SCCDC under any provision of law.
- 1.6 Agreement Not a Limitation. Nothing in this Agreement limits Water Board's authority to conduct a response action Water Board determines is necessary to protect public health and safety or the environment pursuant to an applicable statute. Except as otherwise expressly provided, nothing in this Agreement limits Water Board's authority to issue an order or take any other action under any provision of law to protect public health and safety or the environment or to pursue any existing legal, equitable or administrative remedies pursuant to state or federal law.

2. Definitions

- 2.1 Unless otherwise specified, definitions of terms used in this Agreement are those set forth in HSC, Division 20, Chapters 6.82 and 6.83.
- 2.2 "Applicable statute" means the statutory provisions listed in HSC §25395.66(a)-(e).

3. Findings

- 3.1 Site History. Historically the Site was used for low impact agricultural farming and during the past half century it has been used as neighborhood shopping center. Four commercial buildings have been removed from the Site that were used for a grocery store (former Alberston's); storage; laundromat; dry cleaner (Roseland Cleaners); and a bowling alley. A gasoline service station was also formerly located on the Site. The retail building that remains on the Site is used as a Dollar Tree store. The dry cleaner operated from 1965 until 1971 and was demolished in 2009. The neighboring bowling alley, warehouse, and Albertson's store were demolished in 2014/2015. Investigation and remedial activities have been undertaken pursuant to the Water Board's jurisdiction since 1988 with respect to both the dry cleaner and the gasoline service station. The Water Board issued a notice of proposed no further action for the gasoline service station under the Water Board's Low Threat Closure Policy on November 18, 2016. Investigation and remedial activities, including under the CLRRRA Agreement, continue with respect to the dry cleaner.
- 3.2 Site Eligibility. In December 2016, SCCDC submitted to Water Board a complete application and All Appropriate Inquiries (AAI) report that provides

sufficient information for Water Board, pursuant to HSC section 25395.92(c), to prepare this Agreement, to determine that the Site is an eligible site under HSC section 25395.79.2, and to determine that SCCDC meets the conditions that apply as of the effective date of this Agreement to qualify as a BFP pursuant to HSC §25395.69. Based on the information submitted in the application and the AAI report, Water Board has determined that the Site meets the definition of a "Site" specified under HSC section 25395.79.2 because it is real property located in an urban infill area and its redevelopment is complicated by the presence of hazardous materials and is not excluded as an NPL site or state superfund site and is not solely impacted by a petroleum release.

- 3.3 Eligibility of SCCDC. Based on the information submitted in the application and AAI report, Water Board has determined that SCCDC meets the definition of a BFP pursuant to HSC §25395.69 and that SCCDC made all appropriate inquiries pursuant to HSC section 25395.65 and meets the conditions under HSC section 25395.80 that apply as of the effective date of this Agreement. The AAI report consists of the following documents:

1. All Appropriate Inquiry- Phase I Environmental Site Assessment, 665 Sebastopol Rd, Santa Rosa, CA 95407 prepared by Harris & Lee Environmental Sciences, LLC, dated June 18, 2010.

4. Immunities, Withdrawal and Termination

- 4.1 Immunities. SCCDC will be entitled to the immunities provided for by CLRRRA, subject to its limitations and conditions, upon entry into this Agreement. Any successor-in-interest to the Site will also be entitled to the immunities set forth by the CLRRRA provided: (a) such successor-in-interest executes a written agreement (in the form attached hereto as Exhibit E) to assume any remaining obligations under the Agreement not performed by SCCDC, including, without limitation, long-term operation and maintenance; (b) Water Board finds that such successor-in-interest meets all of the qualifying conditions of HSC section 25395.80 and either section 25395.69 or 25395.70 of CLRRRA, as applicable; and (c) Water Board accepts the assumption by such successor-in-interest of the remaining obligations under this Agreement. Water Board's acceptance of the successor-in-interest qualifying under the conditions of HSC section 25395.80 and either section 25395.69 or section 25395.70 of CLRRRA, as applicable, shall be evidenced solely by Water Board's execution of the assumption agreement by such successor-in-interest. Such agreement shall then be incorporated into the Agreement as a subsequent Exhibit.
- 4.2 Withdrawal and Termination. The circumstances and procedures under which SCCDC or Water Board may withdraw from or terminate this Agreement, and the consequences of withdrawal or termination are as set forth in CLRRRA.
- 4.3 Opportunity to Cure. SCCDC shall be given an opportunity to cure within a reasonable period of time before Water Board terminates this Agreement for an unapproved material deviation from the Agreement pursuant to HSC

sections 25395.81(c)(1) and 25395.93(d) of CLRRRA.

5. Activities

- 5.1 Activities. SCCDC and Water Board agree that the following activities are to be conducted under this Agreement in accordance with the schedule contained in Exhibit B.
- 5.2 Site Assessment. SCCDC has previously made all known data and information concerning contamination at the Site whether or not such data and information was developed pursuant to this Agreement to Water Board. SCCDC has provided the Water Board additional data, which was developed under a "Work Plan for Additional Investigation: CPT Groundwater and Soil Gas Sampling". These documents, in addition to a Health Risk Assessment (HRA), were prepared in accordance with HSC §25356.1.5(b), (c), and (d) constitute the Site Assessment Plan/ Report of Findings required under HSC section 25395.94(b) and (c).
 - 5.2.1 Approval of Site Assessment Plan. The Water Board finds the Site Assessment Plan/Report of Findings is adequate and contains all necessary information required pursuant to HSC §25395.94(b) and (c). The Water Board approved the plan on January 19, 2018 and notified appropriate persons, including the public drinking water system that relies on impacted groundwater for public drinking water purposes.
- 5.3 Response Plan. The Water Board has determined that a response action is necessary to prevent or eliminate an unreasonable risk to human health and/or the environment. SCCDC shall submit a Response Plan to Water Board for approval. The Response Plan may include Interim Response Actions to reduce unreasonable risk to human health and safety for the anticipated mixed use development of the Site, and Final Response Actions, including a long-term operation and maintenance plan, to reduce unreasonable risk to the environment. The Interim Response Actions may be completed concurrent with redevelopment of the Site. The Final Response Actions may be completed concurrent with and following redevelopment of the Site. Once the Response Plan is approved, SCCDC shall implement the plan. The Response Plan shall contain the information specified in HSC section 25395.96(a) and (b) and shall provide that implementation of the plan will place the site in condition that allows it to be used for its reasonably anticipated future land use without unreasonable risk to human health and safety and the environment. Public participation shall meet the requirements of HSC section 25395.96, including a Water Board public meeting if requested. Upon approval of the Response Plan, Water Board will notify all appropriate persons including the City of Santa Rosa and the County of Sonoma.
 - 5.3.1 Agreement to Implement Response Plan. Pursuant to HSC section 25395.92(d)(1), SCCDC agrees to take all actions required for a response action pursuant to HSC, Division 20, Chapter 6.8 and Water

Code Division 7. Required actions may include actions necessary to prevent an unreasonable risk before approval of the Response Plan.

- 5.3.2 Schedule for Compliance. The Response Plan shall include a timetable that identifies a schedule for compliance with the response action activities required for the site.
- 5.3.3 Determination of Appropriate Care. Within sixty (60) calendar days after Water Board receives the Response Plan submitted under Section 5.2, Water Board will make a written determination as to whether proper completion of the Response Plan will constitute appropriate care for the purposes of HSC section 25395.67(a).
- 5.3.4 Certificate of Completion. If Interim Response Actions are completed, the Water Board will issue a Letter of Completion of Interim Response Actions upon a finding that unreasonable risk to human health and safety for the anticipated mixed use development of the Site have been achieved. Water Board will issue a certificate of completion upon determining that all response actions have been satisfactorily completed in accordance with the approved Response Plan and that, based upon the data provided to Water Board at the time of the determination, no further remedial action, except only compliance with operation and maintenance and land use restriction requirements, if any, is necessary. If the Response Plan includes long-term obligations that have not been completed, including operation and maintenance (O&M) requirements or monitoring, Water Board will not issue a certificate of completion unless Water Board determines that all response actions other than the long-term O&M requirements and monitoring in the Response Plan have been completed, SCCDC has submitted an adequate long-term O&M plan (O&M Plan) and SCCDC has demonstrated initial compliance with the O&M Plan.
- 5.3.5 Notification of Prospective Change in Land Use. After the Response Plan is approved, SCCDC shall notify Water Board of any proposed change in the use or anticipated use of the property other than the anticipated mixed use residential project. If the proposed change in use or anticipated use of the property requires a higher level of protection than use or anticipated use identified in the Response Plan, Water Board may require SCCDC to prepare and implement a new response plan that takes into account the change in use or anticipated use of the property. SCCDC shall not make any change in use of the property inconsistent with any recorded land use control without the express approval of Water Board made in accordance with HSC section 25395.99(f).

- 5.4 Land Use Controls. SCCDC will execute and record any land use controls required under the approved Response Plan.

- 5.5 Operation and Maintenance. If Water Board determines long-term O&M is required, as provided in an approved Response Plan, Water Board may, as a condition of issuing a certificate of completion, enter into an O&M agreement with SCCDC that governs long-term O&M activities and that provides for adequate financial assurance, if required of a government agency. Under such circumstance, SCCDC shall select financial assurance provisions from the options available in Title 22, California Code of Regulations section 66264.145. Water Board may agree to the assignment and termination of SCCDC's O&M obligations, if any, if it is provided satisfactory evidence of financial assurance for the O&M obligations by the assignee and such successor enters into an acceptable O&M Agreement with Water Board. Such agreement shall not be unreasonably withheld.
- 5.6. CEQA Compliance. SCCDC shall submit to Water Board all documentation necessary for compliance with the California Environmental Quality Act, Public Resources Code sections 21000-21177 (CEQA).
- 5.7 Final Reports. For all final reports, SCCDC shall submit one hard (paper) copy and one electronic copy with all applicable signatures and certification stamps as a text-readable Portable Document Formatted (pdf) file Adobe Acrobat version 7.0 or lower or Microsoft Word 2003 formatted file (doc) or lower.
- 5.8 Endangerment.
- 5.8.1 SCCDC shall notify Water Board's Project Manager immediately upon learning of any previously unknown condition that endangers public health or safety or that poses an unreasonable risk to human health and safety or the environment.
- 5.8.2 In the event Water Board determines that any activity (whether or not pursued in compliance with the Agreement) may pose an imminent or substantial endangerment to the health and safety of people on the Site or in the surrounding area or to the environment, Water Board may order SCCDC to stop further implementation of the Agreement for such period of time as may be needed to abate the endangerment.
- 5.9 Further Response Actions. Water Board may require SCCDC to conduct further response actions only under the circumstances set forth in CLRRRA.
- 5.10 Disclosure Provisions. SCCDC will provide all notices and satisfy reporting requirements required by state or federal law with respect to the discovery or release of hazardous substances at the site.
- 5.11 Exclusion from Permit Requirements. Water Board may exclude any portion of a response action conducted entirely on a site subject to an approved Response Plan from the hazardous waste facilities permit requirements if the Response Plan specifies that the response action will be conducted in

compliance with the standards, requirements, criteria or limitations specified in HSC section 25395.100(b), including any condition imposed by Water Board.

- 5.12 Access. While SCCDC is the owner of the Site, SCCDC shall provide access to the Site and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement the Agreement. Such access shall be provided to Water Board's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that Water Board or any other agency may otherwise have by operation of any law.
- 5.13 Notification of Field Activities. SCCDC shall inform Water Board at least seven (7) calendar days in advance of all field activities pursuant to the Agreement and shall allow Water Board and its authorized representatives to take duplicates of any samples collected pursuant to the Agreement.

6. Oversight, Management and Payment

- 6.1 Oversight Agreement Managers and Project Managers. Matthias St. John, is designated by Water Board as its manager for this Agreement. Benjamin Wickham is designated by SCCDC as its manager for this Agreement. Each SCCDC will provide at least ten (10) calendar day advance written notice to the other SCCDC of a change of its designated agreement manager. All notices, documents and communications unless otherwise specified will be sent to the following addresses:

To: Matthias St. John
North Coast Regional Water Quality Control Board
5550 Skylane Blvd. Suite A
Santa Rosa CA 95403-1072

To: Benjamin
Wickham
Sonoma County Community Development Commission
1440 Guerneville Road
Santa Rosa, CA 95403

- 6.2 Payment of Water Board's Costs. SCCDC shall follow the procedures for payment of Water Board's oversight costs.
- 6.2.1 Costs Included. SCCDC shall reimburse Water Board for all Water Board's costs. Subject to the provisions of section 6.2.6 below, SCCDC will reimburse Water Board costs in accordance with HSC Division 20, Chapter 6.66. Water Board's costs are recoverable pursuant to HSC section 25360.
- 6.2.2 Cost Estimate. An estimate of Water Board oversight costs is contained in Exhibit C. The cost estimate is the estimated cost of Water Board oversight of the activities discussed in Section 5, above. The Parties

acknowledge that the cost estimate is not the final cost figure. Water Board will provide an updated Cost Estimate if the estimated oversight cost increases or the scope of work changes. If the Parties revise the Cost Estimate in Exhibit C, such revision will be incorporated into this Agreement as an amendment to Exhibit C.

6.2.3 SPayment Procedures. Water Board will invoice SCCDC quarterly. SCCDC shall pay all invoices within sixty (60) calendar days of the mailing date of the invoice. If payment is not received by Water Board within sixty (60) calendar days of the date of the invoice, SCCDC may be deemed to be in material default of this Agreement. Any payment for billing not received by Water Board within sixty (60) calendar days is subject to interest based on applicable Federal and State laws and regulations, including but not limited to Health and Safety Code section 25360.1.

6.2.4 Billing Address. Water Board will provide a Statement of Account to SCCDC at least quarterly. SCCDC's billing address is:

Sonoma County Community Development Commission
1440 Guerneville Road
Santa Rosa, CA 95403

6.2.5 Payment Address. All payments made by SCCDC pursuant to this Agreement shall be by check made payable to Water Board, and bearing on its face the project code for the Site 2010082 and the docket number of this Agreement. Payments shall be sent to:

State Water Resources Control Board
SCP Program
P.O. Box 944212
Sacramento, California 94244-2120

6.2.6 Dispute Resolution. If SCCDC disputes Water Board's billing, or any part thereof, SCCDC shall notify Water Board's assigned project manager and attempt to informally resolve the dispute with Water Board's project manager [and supervisor or branch chief]. If SCCDC desires to formally request dispute resolution with regard to the billing, SCCDC shall file a request for dispute resolution in writing within forty-five (45) calendar days of the date of the billing in dispute. The written request shall describe all issues in dispute and shall set forth the reasons for the dispute, both factual and legal. If the dispute pertains only to a portion of the costs included in the invoice, SCCDC shall pay all costs that are undisputed in accordance with this section. The filing of a notice of dispute pursuant to this section shall not stay the accrual of interest on any unpaid costs pending resolution of the dispute. The written request shall be sent to:

State Water Resources Control Board-SCP Fees
1001 I Street, 18th Floor
Sacramento, CA 95814

A copy of the written request for dispute resolution shall also be sent to the person designated by Water Board to receive submittals under this Agreement. A decision on the billing dispute will be rendered by the Special Assistant for Cost Recovery and Reimbursement Policy or other Water Board designee.

- 6.2.7 Effect of Billing Dispute. The existence of a billing dispute shall not excuse, stay, or suspend any other compliance obligation or deadline required pursuant to this Agreement.

7. Additional Provisions

- 7.1 Exhibits. All Exhibits are incorporated into this Agreement by reference.
- 7.2 Liens. Water Board shall have a lien on the property constituting the Site for its unrecovered costs of any response action carried out at the Site, if the response action increased the fair market value of the site that existed before the response action was initiated. Water Board and SCCDC may agree to substitute a lien on another property or other assurance of payment for the unrecovered response costs.
- 7.3 Proponent Liabilities. Except as specified in CLRRRA, nothing in the Agreement shall constitute or be considered a satisfaction or release from liability for any condition or claim arising as a result of SCCDC's past, current, or future operations.
- 7.4 Government Liabilities. The State of California (State) shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by SCCDC or by related parties in carrying out activities pursuant to the Agreement, nor shall the State of California be held as a party to any contract entered into by SCCDC or its agents in carrying out the activities pursuant to the Agreement.
- 7.5 Third Party Actions. In the event that the SCCDC is a party to any suit or claim for damages or contribution to which Water Board is not a party, relating to the Site, SCCDC will notify Water Board in writing within ten (10) calendar days after service of the complaint in the third-party action. However, failure to give such notice within ten (10) calendar days will not be a material breach of the Agreement, and this requirement confers no rights on any third parties not party to the Agreement.
- 7.6 California Law. The Agreement shall be governed, performed and interpreted under the laws of the State of California.
- 7.7 Severability. If any portion of the Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining terms of the Agreement.
- 7.8 Parties Bound. The Agreement applies to and is binding, jointly and severally,

upon SCCDC and business entity successors and assigns, and upon any successor agency of Water Board that may have responsibility for and jurisdiction over the subject matter of the Agreement.


7.9 Amendment. This Agreement may be amended in writing by mutual agreement of Water Board and SCCDC. Any agreed upon amendment shall be in writing, shall be signed by both parties, shall be effective upon the date the amendment is signed by Water Board and, once signed by Water Board, is incorporated in this Agreement.

7.9.1 An amendment may include changes to the terms and conditions of this Agreement, including changes to the Schedule in Exhibit B and the Cost Estimate in Exhibit C and addition of another party in Exhibit D (provided that the party meets all of the qualifying conditions of HSC section 25395.80 and either section 25395.69 or section 25395.70, as applicable) and any other changes Water Board determines to be necessary. Such amendment shall then be incorporated into the Agreement as a subsequent Exhibit.

7.10 Effective Date. The effective date of this Agreement is the date when this Agreement is fully executed.


7.11 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.

7.12 Counterparts. The Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.



Matthias St. John, Executive Officer
North Coast Regional Water Quality
Control Board

Date: June 4, 2018



Margaret Van Vliet, Executive
Director
SCCDC
Date: 5.17.18

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

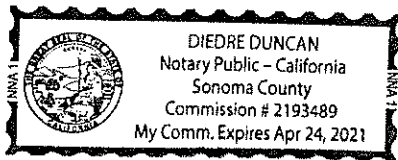
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Sonoma)
 On May 17, 2018 before me, Diedre Duncan, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Margaret Van Vliet
 Name(s) of Signer(s)

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 Diedre Duncan
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

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 Sonoma

On June 4, 2018 before me, Sharon Lemos , Notary Public
(insert name and title of the officer)

personally appeared Matthias St. John,
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 Sharon Lemos (Seal)



LIST OF EXHIBITS

Exhibit A: Site Map

Exhibit B: Schedule

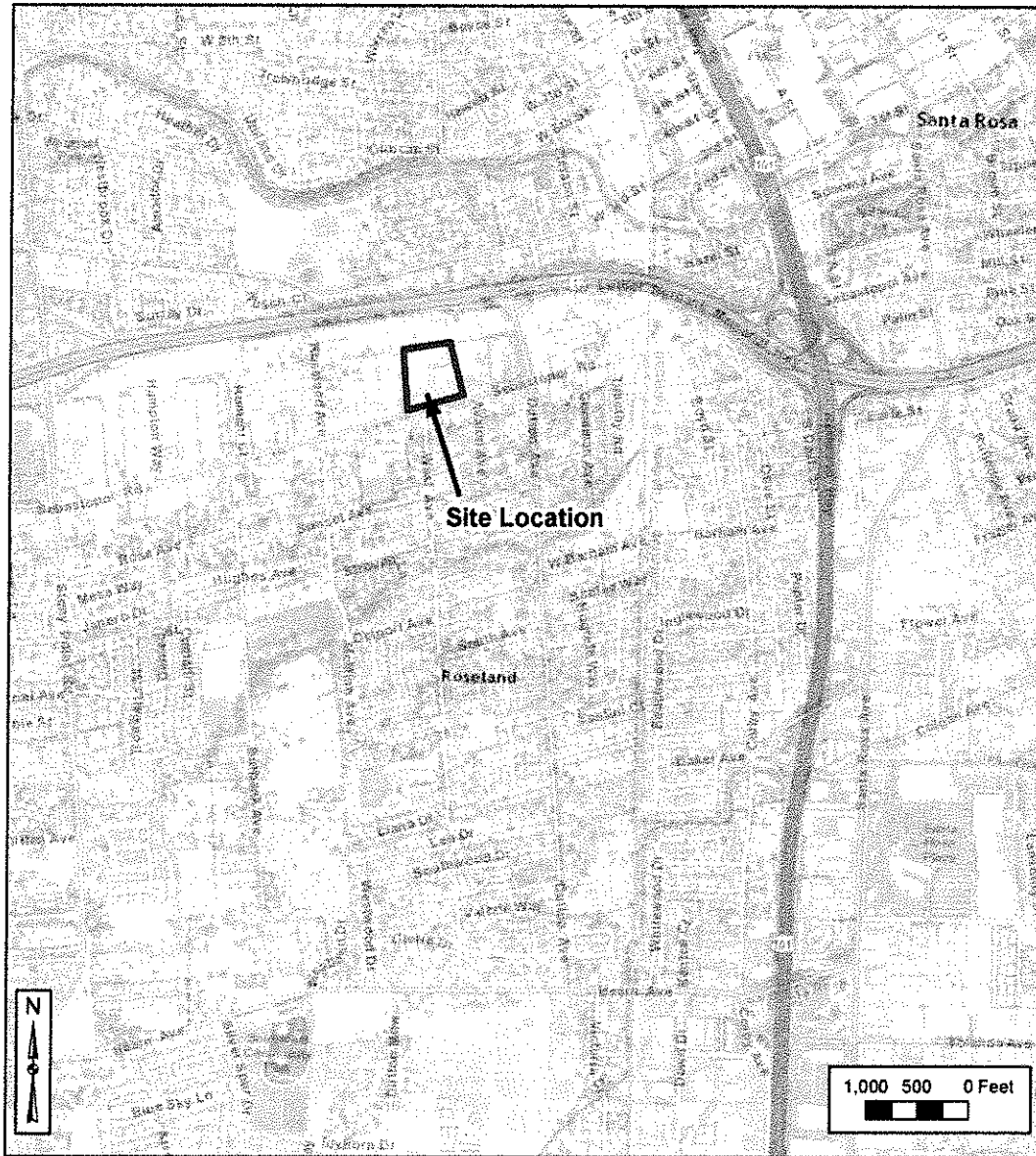
Exhibit C: Water Board Oversight Cost Estimate

Exhibit D: Amendment to Add an Additional Party

Exhibit E Successor Assignment and Assumption Agreement

EXHIBIT A

Site Location Map



Site Plan

COUNTY ASSESSOR'S PARCEL MAP

NOTICE: This map was prepared by the County Assessor's Office for the purpose of showing the location of the property and the location of the property in the County Assessor's Office. It is not a legal document and should not be used for legal purposes.

TAX RATE AREA
100-000
4-103

125-11

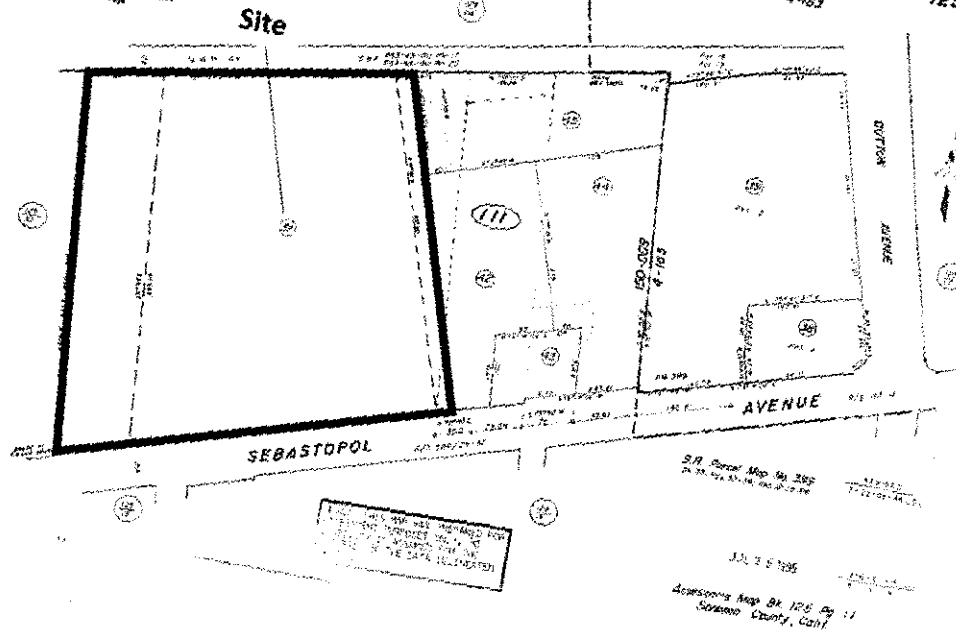


EXHIBIT B SCHEDULE

If SCCDC is unable to perform any activity or submit any document within the schedule outlined below, SCCDC shall notify Water Board's Project Manager prior to the date the task was to be completed in the schedule below. If Water Board determines that the revised schedule will have a significant effect on the schedule outlined below or upon its review schedule, the schedule shall be amended pursuant to Section 7.9.

<u>Activity</u>	<u>Schedule</u> (all time frames are in calendar days)
Submit Community Profile	Estimated submittal by June 30, 2017
Submit Draft Response Plan	60 days following Water Board approval of the Site Assessment Report
Water Board review and comment on Response Plan	Within 60 days of Draft Response Plan submittal including interim remedy (vapor intrusion mitigation system (VIMS)) and final remedy (groundwater/soil gas)
Submit Draft Final Response Plan	Within 30 days of receipt of Water Board comments
Prepare and submit CEQA documentation	45 days following Water Board approval of the Draft Final Response Plan
Submit public notice and fact sheet	30 days following Water Board approval of Draft Response Plan
Public Review/Comment Period, mailing of fact sheet to site mailing list and placement of public notice in local newspaper	Upon Water Board's approval of Response Plan, Public Notice and fact sheet for public review and comment
Address public comments and submit Final Response Plan	30 days after conclusion of public comment period
Water Board approval of Response Plan	Water Board to approve Response Plan, if appropriate, after addressing public comments
Implement Response Plan Interim Response Actions, if any	Implementation to begin concurrent with building foundation construction
Implement Response Plan Final Remedy	Implementation to begin within 180 days of approval of the Final Response Plan
Submit Interim Remedy Completion report, if any	Within 60 days of completion of building foundation construction
Submit Interim Remedy Operation, Monitoring Plan (O&M Plan); and draft Interim Land Use Covenant (LUC), if any	Concurrent with submittal of the Interim Remedy Completion Report
Water Board to approve Interim O&M Plan, LUC, and issues Letter of Completion of Interim Response Actions .	Within 30 days of DTSC's receipt of the Interim O&M Plan, LUC, and Completion Report
Submit Final Remedy Completion Report; draft LUC, modification to Interim LUC if any, and any necessary O&M Plan, along with any modification to the Interim O&M Plan	Within 120 days of achieving cleanup goals
Water Board approve Final Completion Report	Within 30 days of Water Board's acceptance of the

and any Final O&M Plan, and modify, as appropriate, to Interim O&M Plan and LUC.	Remedy Completion Report
Water Board issuance of a Certificate of Completion or No Further Action	Within 30 days of receipt of an acceptable: (1) Completion Report or Completion Reports identifying the completion of all response actions required by the Response Plan for the entire Site (both interim and final actions); (2) the Amended or rescinded O&M Agreement; and (3) the executed land use restriction(s) for the Site, if any.

EXHIBIT C

Water Board Oversight Cost Estimate

EXHIBIT C
Water Board Oversight Cost Estimate

		Fiscal Year	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	TOTAL
		Hourly Rate	\$170	\$170	\$170	\$170	\$170	\$170	\$170	
Billing Code	Description									
RR	<u>Report Review</u> 1. Review Draft Environmental Response Plan. 2. Review Public Notice & Fact Sheet 3. Review CEQA documentation, if appropriate 4. Review, approve Final Environmental Response Plan 5. Review Interim Remedy Completion Report 6. Review Interim Remedy O&M Plan, & Draft Interim Land Use Covenant (LUC), if any 7. Review monitoring reports, confirm appropriate monitoring parameters, verify adequacy of reports 8. Review additional work plans, feasibility studies, remedial action plans, corrective action plans, etc. if necessary 9. Review Final Remedy Completion Report.	24	20	16	12	12	12	12	168	
SI	<u>Site Inspection</u> 1. Inspect Implementation of Interim Response Actions, if any. 2. Inspect Response Plan Final Remedy 3. Site inspections, monitoring and remedial system inspections	8	32	40	24	6	6	8	122	
TC	<u>Technical Communication</u> 1. Prepare meeting summaries, telephone conversation summaries, etc. to document the file record and site progress 2. Technical communication: meetings, phone calls, or e-mail with responsible party or representatives.	6	4	4	4	4	4	4	30	
EO	<u>Executive Orders</u> 1. Prepare staff reports and Board agenda items. 2. Respond to comments, and revise monitoring program, etc. 3. Issue a Certificate of Completion or No Further Action.	2	2	2	4	4	4	6	26	
WC	<u>Written Communication</u> 1. Prepare written correspondence, 2. Comment on workplans and reports	8	8	8	8	8	8	12	60	
IC	<u>Internal Communication</u> Meetings, phone calls & e-mails	6	10	10	6	6	6	6	50	
EST	<u>Estimates</u> 1. Prepare annual cost estimate letter	1	1	1	1	1	1	1	7	
Subtotal Hours		55	77	81	59	41	41	49	403	
Total Salary Cost		\$9,350	\$13,090	\$13,770	\$10,030	\$6,970	\$6,970	\$8,330	\$88,510	
TOTAL ESTIMATED COST (rounded to nearest \$100) \$98,500										

NOTES & DISCLAIMERS:

An Environmental Response Plan has not been submitted, therefore an accurate timeline or evaluation of oversight costs cannot be assessed. These costs should be regarded as **estimates**. Due to the various job classifications and salary rates that expend SCP resources, an average of \$170 per hour was used for projection purposes. The \$170 hourly rate does not reflect salary increases which cannot accurately be predicted.

In compliance with the California Water Code (Porter-Cologne), Section 13304 and Assembly Bill 2057, the Water Board will continue to separately send the SCCDC an annual estimate of costs that include:

1. A detailed estimate of the work to be performed or services to be provided.
2. A statement of the expected outcome of that work.
3. The billing rates of all individuals and classes or employees expected to engage in the work; and
4. An estimate of all expected charges to be billed to you by this agency.

EXHIBIT D

[MONTH, DATE, YEAR] AMENDMENT TO ADD AN ADDITIONAL PARTY

This Amendment is made and entered into, by and between the State of California, Water Resources Control Board ("Board") and [Existing BFP, CPO or ILO] and [Name of Additional Party] (the "Additional Party") (collectively referred to as the "Parties").

1. The Standard Agreement for participating under California's Land Reuse and Revitalization Act (CLRRRA) Program, Water Board Docket No. _____ (the "Agreement") is amended to replace "**[Name of existing BFP, CPO, IO named in the Agreement]**" with "**[Name of existing BFP, CPO, ILO named in the Agreement]** and **[Name of Additional Party]**
2. The **Additional Party** agrees to comply with the amended Agreement.
3. The Board has verified that the **Additional Party** meets the requirements and conditions for a **[CHOOSE ONE: Bona fide purchaser pursuant to HSC section 25395.69, Contiguous Property Owner pursuant to HSC section 25395.70, or Innocent landowner pursuant to HSC section 25395.75]** and has made all appropriate inquiries pursuant to HSC section 25395.65 and section 25395.80.
4. Submittals to the **Additional Party**, pursuant to section 6.1 of the Agreement, shall be addressed as follows:

[Name of Company]
[Street Address]
[City, County, State, Zip Code]
Attention:
Telephone:
Fax:
Email address:
5. The Board reviewed the all appropriate inquiries documentation submitted by [Existing BFP, CPO, ILO] and updated as necessary by [Additional Party] and has determined that the documentation meets the requirements for a Site Assessment Plan, pursuant to section 5.2 of this Agreement, and that no changes to the existing Site Assessment Plan are necessary.

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.

_____ Dated: _____
[Typed Name of Person Authorized to

Sign on Behalf of existing BFP, CPO, ILO]
[Title]

_____ Dated: _____
[Typed Name of Person Authorized to
Sign on Behalf of Additional Party]
[Title]

[Name of Regional Board Executive
Officer], Executive Officer, North Coast
Regional Water Quality Control Board

Dated: _____

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Assumption Agreement*") is dated as of [] [], 2006 (the "*Effective Date*"), by and among [NAME OF ORIGINAL PARTY/PARTIES TO THE CLRRRA AGREEMENT], a [] ("*Assignor(s)*"), [NAME OF ASSIGNEE/SUCCESSOR], a [] ("*Assignee*"), and, for purposes of consenting to this Assumption Agreement only, the State of California, Water Resources Control Board ("*Board*").

RECITALS

WHEREAS, Assignor is a party to that certain Standard Agreement For Participating Under California's Land Reuse and Revitalization Act Program, by and between Assignor and Department, dated as of [] (the "*CLRRRA Agreement*");

WHEREAS, Assignor wishes to assign to Assignee all of its obligations (from and after the Effective Date) pursuant to this Assumption Agreement effective as of the Effective Date, and Assignee wishes to assume all of Assignor's obligations (to the extent arising from and after the Effective Date) with respect to the CLRRRA Agreement effective as of the Effective Date; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

1. **Assumption.** Effective as of the Effective Date, Assignee agrees to hereby assume all of the remaining obligations (to the extent arising from and after the Effective Date) of the CLRRRA Agreement.

2. **Water Board's Determinations.** Water Board has determined that the Assignee meets all of the qualifying conditions of HSC Section 25395.80 and either Section 25395.69 or 25395.70 of CLRRRA, as applicable, and is qualified to perform any remaining obligations under the CLRRRA Agreement, including, without limitation, long- term operation and maintenance, and, by execution of this Assumption Agreement, has agreed to assume such obligations.

3. **Further Actions.** Water Board hereby consents to the Assumption by the Assignee of the Assignor's remaining obligations under the CLRRRA Agreement. Assignor and Assignee each covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request

William F. Rousseau
Sonoma County
County Clerk, Recorder, Assessor
585 Fiscal Drive, Suite 103
Santa Rosa, CA 95403
(707) 565-3800
sonomacounty.ca.gov/CRA

Receipt: 18-34287

*** REPRINT *** REPRINT *** REPRINT ***

Product	Name	Extended
WEBOPRCERTCOPY	WEB OPR CERT COPY	\$50.00
	Transaction ID	SST505S369
	Document	2018040884
	Document Number	2018040884
	# of Pages	24
	# of Copies	1
Sub-Total		\$50.00
Service Fee		\$2.00
Total		\$52.00
Tender (BridgePay web credit card)		\$52.00
Customer Email	diedre.duncan@sonoma-county.org	
Credit Card Invoice #	BPI505S119	
Customer Name	Diedre Duncan	
Customer Phone Number	565-7537	
Customer Address	North Coast Regional Water Attn: Tom Magney 5550 Skylane Blvd. Ste A Santa Rosa, CA 95403	

Signature _____

1

*** REPRINT *** REPRINT *** REPRINT ***

Tell us how we're doing!!
Text SURVEY to 707-755-6777
(standard text msg rates may apply)

Dejenos saber como fue su servicio!!
Texte la palabra SURVEY a 707-755-6777
(cargos por mensajes de texto pueden aplicarse)

6/8/18 9:11 AM scole
Recorder