

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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RIGHT OF ENTRY PERMIT

P - 00208

THIS RIGHT OF ENTRY PERMIT is issued and granted as of December 5, 2018, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 13, 2018, by and between the CITY OF LONG BEACH, a municipal corporation ("City") and PARAMOUNT PIPELINE, LLC, a Delaware company, and successor in interest to PARAMOUNT PETROLEUM CORPORATION, ("Permittee") to sample three City groundwater monitoring wells at the former 55th Way Landfill at 2910 East 55th Way, which include groundwater monitoring well locations on Paramount Blvd. and Candlewood Streets, as illustrated in Exhibit "A" attached to this permit.

I. Access. City grants to Permittee, its contractors, agents, subcontractors, and employees (collectively, the "Permittee Parties"; individually, a "Permittee Party") a non-exclusive right to enter City Property commonly known as 2910 East 55th Way, Long Beach, California, 90805, which include groundwater monitoring well locations on Paramount Blvd and Candlewood Streets, as illustrated in Exhibit "A" attached to this Permit and incorporated by reference ("City Property"), for the purpose and to the extent reasonably necessary for Permittee Parties to perform groundwater sampling and semi-annual monitoring of such wells, tests, inspections, borings, engineering studies, surveys, appraisals, environmental studies, and/or other activities that may be deemed necessary to comply with all requirements set by the Los Angeles Regional Water Quality Board ("LARWQCB") per its June 6, 1994, Cleanup and Abatement Order No. 94-070 and all amendments thereto; LARWQCB's March 14, 2013, correspondence entitled "Review of the Fourth Quarter 2012 Groundwater Monitoring Report and Soil-Vapor Monitoring Results, and Requirement to Re-Start Dual-Phase Extraction System"; the "Preliminary Workplan for Further Characterization of Groundwater Conditions in the Southern Portion of Paramount Petroleum Corporation Lakewood Tank Farm" dated October 14, 2013; the "Characterization of Groundwater

1 Conditions in the Southern Portion of Paramount Petroleum Corporation Lakewood Tank
2 Farm” dated July 15, 2015; and concurrence sent by LARWQCB on January 27, 2016.
3 Permittee Parties shall use its best efforts to limit the work area to the space necessary to
4 meet the purposes stated in this Permit. Entry by Permittee Parties shall not create a
5 nuisance or impede the daily operations of the City of Long Beach.

6 II. Time of Use. Permittee Parties shall enter City Property in
7 accordance with this Permit solely during normal business hours, 7:00 A.M. to 5:00 P.M.,
8 and on forty-eight (48) hours prior notice to the City, which notice may be oral and shall
9 be given to the Fuel Operations Program Officer at (562) 570-5430.

10 III. Duration of Permit.

11 A. Permission to enter shall begin upon final execution of this
12 permit, and will remain effective until Permittee completes performance of the work
13 as specified herein on City Property, not to exceed a total of ten (10) years, unless
14 sooner terminated as authorized herein.

15 B. As a condition to access, Permittee shall deliver a copy of the
16 data collected from the sites to (a) the Fleet Services Bureau, ATTN: OLIVER
17 CRUZ - Fuel Operations Program Officer, 2600 Temple Avenue, Long Beach, CA
18 90806 and (b) the LARWQB.

19 IV. Insurance. As a condition precedent to the effectiveness of this
20 Permit, Permittee shall provide evidence of insurance equal to the following insurance
21 coverage:

22 A. Commercial general liability insurance equivalent in scope to
23 ISO form CG 00 01 10 93 in an amount not less than \$1,000,000 per occurrence
24 or \$2,000,000 general aggregate. The coverage shall include but not be limited to
25 broad form contractual liability, cross liability, independent contractors liability, and
26 products and completed operations liability. The City, its officers, employees and
27 agents shall be named as additional insureds by endorsement on the City’s
28 endorsement form or on an endorsement equivalent in scope to ISO form CG 20

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26 11 85, and this insurance shall contain no special limitations on the scope of protection given to the City, its officers, employees and agents.

B. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000 per accident.

C. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount not less than \$500,000 combined single limit per accident.

D. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect the City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City. Permittee shall notify the City within five (5) days after any insurance required in this Permit has been voided by the insurer or canceled by Permittee.

E. Permittee shall require that all Permittee Parties maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F. Prior to entry on City Property, Permittee shall deliver to City certificates of insurance or self-insurance and required endorsements, including any insurance required by Permittee Parties, for approval as to sufficiency and form. The certificates and endorsements shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. In addition, Permittee shall at least thirty (30) days prior to expiration of this insurance furnish to the City evidence of renewal of the insurance. City reserves the right to require

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complete certified copies of all policies of insurance at any time. Permittee and Permittee Parties shall make available to the City, during normal business hours, all books, records, and other information relating to the insurance required in this Permit.

G. Any modification or waiver of these insurance requirements shall only be made by the City's Risk Manager or designee, in writing. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability or as full performance with the indemnification provisions of this Permit.

H. Notwithstanding any other provision of this Permit, if Permittee or a Permittee Party fails to comply with this Section, the City may immediately revoke this Permit and the permission granted by this Permit.

V. Permittee's Indemnification of City.

A. Permittee shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees, and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damages, losses, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Permittee's breach or failure to comply with any of its obligations contained in this Permit, or (2) Permittee's, or Permittee's officers, employees, agents, subcontractors, or anyone under Permittee's control, use of the Premises (collectively "Claims" or individually "Claim").

B. In addition to Permittee's duty to indemnify, Permittee shall have a separate and wholly independent duty to defend Indemnified Parties at Permittee's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by

1 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
2 breach, or the like on the part of Permittee shall be required for the duty to defend
3 to arise. City shall notify Permittee of any Claim, shall tender the defense of the
4 Claim to Permittee, and shall assist Permittee, as may be reasonably requested, in
5 the defense.

6 C. If a court of competent jurisdiction determines that a Claim
7 was caused by the sole negligence or willful misconduct of Indemnified Parties,
8 Permittee's costs of defense and indemnity shall be (1) reimbursed in full if the
9 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
10 percentage of willful misconduct attributed by the court to the Indemnified Parties.

11 D. The provisions of this Section shall survive the expiration or
12 termination of this Permit.

13 VI. Termination for Default.

14 A. Notwithstanding any provision herein, either Party may
15 terminate this Permit for default. For purposes of this subsection, "default" means
16 a material failure on the part of either Party to perform its obligations under this
17 Permit such that a reasonable person would consider that Party to be in default.

18 B. An initial Notice of Default shall be submitted in writing to the
19 defaulting Party as soon as reasonably possible from the discovery of default. The
20 Notice shall inform the defaulting Party that it has forty-eight (48) hours to respond
21 to the Notice issued and to demand in writing an informal conference to meet and
22 confer for resolving the alleged default. Upon receipt of a Demand in writing, the
23 non-defaulting Party shall schedule a meet and confer conference within thirty (30)
24 days.

25 C. The defaulting Party shall have up to fifteen (15) days
26 following the meet and confer conference to cure the alleged default, if the matter
27 was not resolved during the conference, provided, however, should the cure
28 require more than 15 days, the defaulting Party shall have a reasonable period of

1 time to cure the default, so long as the defaulting Party commences the cure within
2 the 15-day period and continues diligently to prosecute the cure.

3 D. If the Party against whom default is alleged does not cure the
4 default during the process prescribed above, the non-defaulting Party may give
5 written Notice of Termination and Default to the defaulting Party, which shall
6 include an effective date of termination. Upon the effective date, the Parties shall
7 discontinue any duties and obligations under this Permit.

8 E. Neither Party shall be liable for costs if its failure to perform
9 obligations under this Permit arises out of causes beyond the control and without
10 the fault or negligence of that Party. Such causes may include but are not limited
11 to: acts of God or of the public enemy, acts of the City in either its sovereign or
12 contractual capacity, acts of federal or state governments in their sovereign
13 capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight
14 embargoes, and unusually severe weather; but in every case, the failure to
15 perform must be beyond the control and without the fault or negligence of that
16 Party.

17 F. The rights and remedies of the Parties provided in this
18 subsection shall not be exclusive and are in addition to any other right and
19 remedies provided by law or under this Permit.

20 VII. Non-Responsibility of City. City, its officers, departments, bureaus,
21 boards, commissions, and employees shall not be responsible or liable for loss or
22 damage by theft, fire, flood, burglary, vandalism or any other cause to the supplies,
23 equipment or other personal property of Permittee Parties in or on the City Property,
24 except to the extent caused by the gross negligence of the City, its officers, or
25 employees. By executing this Permit and in consideration for being allowed entry to the
26 City Property, Permittee waives all claims against the City, its officers, departments,
27 bureaus, boards, commissions, or employees for such loss or damage.

28 VIII. No Title. Permittee and City acknowledge and agree that, by this

1 Permit, Permittee does not acquire any right, title or interest of any kind in the City
2 Property, including but not limited to any leasehold interest. Permittee shall not allow the
3 City Property to be used by anyone other than a Permittee Party or for any other purpose
4 than stated in this Permit. Notwithstanding any language to the contrary in this Permit, if
5 a court of competent jurisdiction deems this Permit to be a lease, then Permittee waives
6 any right of redemption under any existing or future law in the event that the City removes
7 it from the City Property and agrees that, if the manner or method used by the City in
8 ending any right held by Permittee under this Permit gives to Permittee a cause of action
9 similar to or based on damages that would otherwise arise in connection with unlawful
10 detainer, then the total amount of damages to which Permittee would be entitled in such
11 action shall be One Dollar. Permittee agrees that this Section may be filed in such action
12 and that, when so filed, it shall be a stipulation by Permittee fixing the total damages to
13 which Permittee is entitled in such action.

14 IX. No Assignment. Permittee shall not assign this Permit or the
15 permission granted by this Permit. Neither this Permit nor any interest in it shall be
16 subject to transfer by attachment, execution, proceedings in insolvency or bankruptcy, or
17 receivership. Any attempted assignment or other transfer that is not approved by the
18 Director shall be void and confer no right of entry on the purported assignee or
19 transferee.

20 X. Condition After Entry. After the entry of any Permittee Party on the
21 City Property, Permittee shall return the City Property in good condition or better
22 condition as the Property was in prior to such entry, reasonable wear and tear excepted.

23 XI. Conditions of Permit. Permittee shall obtain all necessary
24 certificates, permits and approvals as required by federal, state, and local authority prior
25 to commencing with any on-site activities permitted by this Permit.

26 XII. Notice. Any notice or approval given under this Permit, other than as
27 designated as in Sections II and III, shall be in writing and shall be (a) personally
28 delivered to the intended addressee; (b) deposited in the U.S. Postal Service, registered

1 or certified mail return receipt requested, postage prepaid; or (c) mailed by overnight
2 mail, signature required. Notice shall be deemed given on the date personal delivery is
3 made or on the date shown on the return receipt, whichever first occurs. The Parties'
4 addresses for notices are as follows:

5 If to City: City of Long Beach
6 ATTN: City Manager
7 333 W. Ocean Blvd.
8 Long Beach, CA 90802
9 With a copy to: Fleet Services Bureau
10 Department of Financial Management
11 ATTN: Fleet Services Bureau Manager
12 2600 Temple Ave., 2nd Fl.
13 Long Beach, CA 90806
14 If to Permittee: Paramount Pipeline, LLC
15 ATTN: General Counsel
16 225 Franklin St., Suite 2330
17 Boston, MA 02110
18 With a copy to: Paramount Petroleum Corporation
19 ATTN: Kathryn Gleeson
20 14700 Downey Ave.
21 P.O. Box 1418
22 Paramount, CA 90723

23 XIII. Possessory Interest Tax. Permittee acknowledges that this Permit
24 may create a possessory interest subject to possessory interest taxes. In the event
25 possessory interest taxes apply, Permittee shall pay, prior to delinquency, all taxes on
26 such possessory interest and deliver satisfactory evidence of payment to the City on
27 request.

28 XIV. No Limitations on City. The Permit shall not limit the City's right or
power to construct, erect, build, demolish, move, or otherwise modify any structures,
buildings, landscaping or any other type of improvement on, over, in, or under the City
Property.

XV. No Release. The expiration or revocation of this Permit shall not
release either party from any liability or obligation which accrued prior to such expiration
or revocation.

1 XVI. Utilities and Security. The City shall not have any obligation to
2 Permittee to provide utilities, clean-up, or security on the City Property with respect to the
3 right of entry granted by this Permit.

4 XVII. Nondiscrimination. In exercising its right of entry and use of the City
5 Property, Permittee shall not discriminate on the basis of race, religion, national origin,
6 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
7 disability.

8 XVIII. Compliance with Laws. Permittee Parties shall comply with all
9 applicable laws, rules, regulations, and ordinances with respect to their activities on the
10 City Property and with respect to the materials collected from the sites and the disposal
11 of materials collected, regardless of when these regulations become or became effective,
12 including, without limitation, those relating to health, safety, noise, environmental
13 protection, waste disposal, and water and air quality, and furnish satisfactory evidence of
14 such compliance on request of the City.

15 XIX. Miscellaneous.

16 A. This Permit shall be governed by and construed in
17 accordance with the laws of the State of California, and venue shall be in the
18 Superior Court of California, County of Los Angeles, for State claims, and the U.S.
19 District Court for the Central District of California, for federal claims.

20 B. If any part of this Permit shall be held by a court of competent
21 jurisdiction to be invalid, void or unenforceable, then the remainder of the Permit
22 shall remain in full force and effect and shall not be affected, impaired or
23 invalidated.

24 C. This Permit may only be amended by a written agreement,
25 signed by the City and Permittee.

26 D. This Permit contains the entire understanding of the City and
27 Permittee and supersedes all other agreements, oral or written, with respect to the
28 subject matter of this Permit.

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IN WITNESS WHEREOF, the parties have executed this Permit on the
respective dates set forth opposite their signatures.

PARAMOUNT PIPELINE, LLC, a
Delaware company, and successor in
interest to PARAMOUNT PETROLEUM
CORPORATION

March 27, 2019, 2019

By [Signature]
Name ROBERT P SCHLATTER
Title CHAIRMAN

Tom Modica
Assistant City Manager

"Permittee"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

CITY OF LONG BEACH, a municipal
corporation

April 3, 2019

By [Signature]
City Manager

"City"

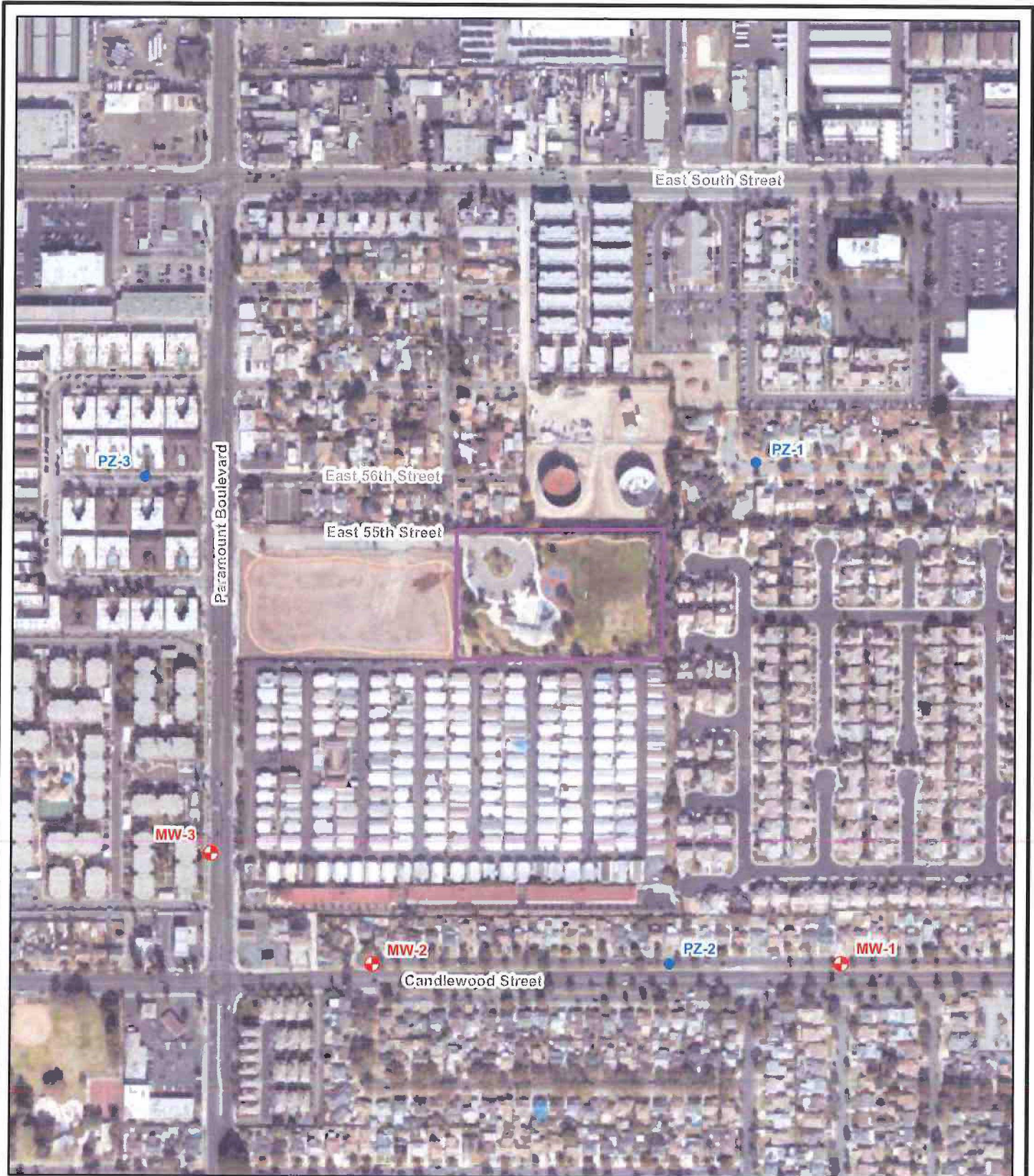
This Right of Entry Permit is approved as to form on
March 28, 2019.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

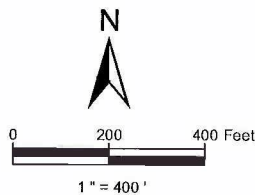
EXHIBIT “A”

EXHIBIT "A"



LEGEND

- MW-1 GROUNDWATER MONITORING WELL LOCATION
- PZ-1 GROUNDWATER MONITORING PIEZOMETER LOCATION
- SITE BOUNDARY



SITE PLAN

Paramount Landfill/Davenport Park
2910 E 55th Way, Long Beach, CA 90805

Date 10-2018

Project No.
60567819

AECOM

Figure

1-2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

On March 22, 2019 before me, Corrine Galbez
Date Here Insert Name and Title of the Officer

personally appeared Robert P. Schlatter
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) /s/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: Corrine Galbez
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

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