

Council Meeting of
August 5, 2008

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

**SUBJECT: Community Development – Approve License Agreement with
ExxonMobil Oil Corporation for One (1) Groundwater
Monitoring Well**

RECOMMENDATION

Recommendation of the Community Development Director that City Council approve a License Agreement with ExxonMobil Oil Corporation for one (1) groundwater monitoring well.

FUNDING

No funding required.

BACKGROUND AND ANALYSIS

In February 2008, the Los Angeles Regional Water Quality Control Board (RWQCB) directed ExxonMobil Oil Corporation (ExxonMobil) as the owner of the refinery located at 3700 West 190th Street, to install one (1) monitoring well at Van Ness Way, north of Del Amo Boulevard. The purpose of the well is to investigate, monitor, and clean up fuel constituent impacts at properties located on Del Amo Boulevard, south of their refinery.

The RWQCB has indicated that the potential plume migration along the southeastern boundary of the ExxonMobil refinery must be monitored. Therefore, a temporary well was installed in the dirt area of Van Ness Way, which will have no impact or disruption of existing vehicular traffic.

ExxonMobil is now requesting to change this temporary groundwater monitoring well installed in the public right-of-way to permanent status. ExxonMobil has now determined that additional time is needed to continue with the underground study.

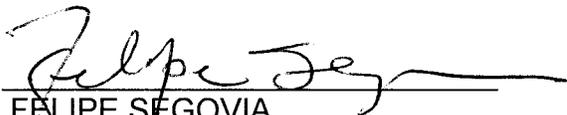
Exhibit "A" of the License Agreement (Attachment A) shows the location for the existing well. Attachment B is a letter from ExxonMobil explaining the need for the groundwater monitoring well and the necessity for the well to be located in the right-of-way.

A copy of the License Agreement with ExxonMobil is attached. This Agreement required a \$10,000 bond, a \$470 license fee and a liability insurance policy if ExxonMobil is not self-insured. This is a standard agreement used in previous well constructions. It exempts the City from any financial or legal encumbrances associated with the construction, operation, and relocation of actions required as a result of test data obtained from said well.

The borehole for the existing monitoring well is ten (10) inches in diameter and approximately 82 feet deep. The monitoring well is four (4) inches in diameter. A traffic vault well lid will be set flush with the ground surface and contain a locking watertight cap. A Construction and Excavation Permit was issued by the Community Development Department to install the temporary well.

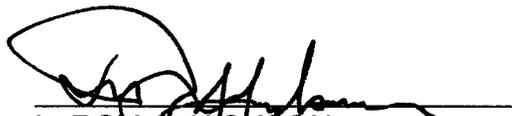
Respectfully submitted,

JEFFERY W. GIBSON
Community Development Director

By: 
FELIPE SEGOVIA
Building Regulations Administrator

CONCUR:


JEFFERY W. GIBSON
Community Development Director


LeROY J. JACKSON
City Manager

Attachments: A. License Agreement with Exhibit "A"
 B. ExxonMobil Letter

IGM/cks2103

LICENSE AGREEMENT FOR MONITORING WELLS

THIS AGREEMENT, made and entered into in quadruplicate as of this _____ day of _____, 2008 in the City of Torrance by and between the **CITY OF TORRANCE**, a municipal corporation, hereinafter called the "City", and **EXXONMOBIL OIL CORPORATION**, a New York Corporation, hereinafter called "Grantee";

WHEREAS, Grantee desires to drill one (1) monitoring well on a City street easement at locations shown on attached map (Exhibit A); and

WHEREAS, the location and general description of the well is satisfactory to the City; and

WHEREAS, said monitoring well is for the purpose of determining the extent of, if any, hydrocarbon migration from **ExxonMobil Oil Refinery** located at 3700 West 190th Street in the City of Torrance hereinafter called "Site".

NOW, THEREFORE, the parties hereto agree as follows:

The City hereby grants to Grantee for the term of ten (10) years from the effective date of this Agreement, subject to extensions at the discretion of the City, subject, further, to all the special and general provisions attached hereto and made a part hereof, the right and privilege to construct, erect, maintain, operate, repair, renew, remove and abandon monitoring wells for determining the extent of hydrocarbon migration in the City of Torrance as described and shown on Exhibit "A" attached hereto and made a part thereof.

GENERAL PROVISIONS

I. LOCATION OF WELLS - The well shall be located as described and shown in Exhibit "A".

II. CONSTRUCTION OF WELLS

A. Time of Construction. The Grantee, in good faith, shall commence the work of constructing the well within 30 days from the date of this Agreement and shall complete such construction within 30 days after commencing construction.

B. As-Built Drawings and Maps. Within ninety (90) days following the date in which any facilities have been constructed under this Agreement, the Grantee shall file as-built drawings and maps in such form as may be required by the City, showing accurately the location and size of all its facilities then in place, and shall, upon installation of any additional facilities, or upon removal, change or abandonment of all or any portion thereof, file revised as-built drawings and maps showing the location and size of all such additional, removed or abandoned facilities as of that date.

- C. Other Approvals. The installation and operation of the well shall be to existing requirements of the City of Torrance and the Los Angeles Regional Water Control Board.
- D. Installation and Testing of Well. The well shall be installed, sampled and tested in substantial accordance with the **Environmental Resolutions, Inc.** Work Plan prepared for **ExxonMobil Oil Corporation**, for assessment as may be amended or modified with approval of the Regional Water Quality Control Board (“RWQCB”).

III. CONFORMANCE REQUIREMENTS

- A. Conformance with State Codes. The well and appurtenances shall be constructed in accordance with all State of California Standards for the construction of well as set forth in State laws, rules or regulations.
- B. Conformance with City Ordinances and Permits. The well and appurtenances shall be constructed in conformity with all City ordinances, rules or regulations in effect at the time of construction, or as prescribed by the City.
- C. Conformance with Regulations and Requirements of Boards and Agencies. The well shall be constructed and maintained in accordance with standards, regulations, or existing requirements of the Los Angeles Regional Water Quality Control Board and the State of California Department of Health Services.
- D. In the event Grantee assumes control of the Site, Grantee will maintain the grounds and improvements on the Site in a safe, clean and neat manner to the reasonable satisfaction of the Environmental Division of the Community Development Department of the City. Any containers stored on the Site must be screened from public view.

IV. CLEANUP OF BREAKS AND LEAKS

If any portion of any street shall be damaged by reason of Grantee’s construction, operation or maintenance of any facility constructed or maintained under this Agreement, or if any street, sidewalk, sewer, storm drain or other facility be contaminated with waste water, gasoline or other substance due to operations by the Grantee, the Grantee shall, at its own expense, immediately repair or clean up or cause to be repaired or cleaned up any such damage or contamination and put such street, sidewalk, sewer, storm drain or other facility in substantially as good condition as it was before such contamination, to the reasonable satisfaction of the City. Such cleanups shall be accomplished in a timely manner, with as little public disruption as possible.

V. EMERGENCY CREWS

During the term of this Agreement, the Grantee shall provide within a twenty-four (24) hour notification, crews for the purpose of repairs, cleanup, preventing or minimizing serious immediate damage or the threat of damage to people or the environment in the event of an emergency resulting from an earthquake, act of war, civil disturbance, flood, leakage or other cause.

VI. REARRANGEMENT OF FACILITIES

- A. Expense of Grantee. Whenever, during the existence of this Agreement, the City shall change the grade, width, or location of any street or improve any street in any manner, including the laying of any sewer, storm drain, conduits, gas, water or other pipes owned or operated by the City or any other public agency, or construct any pedestrian tunnels, or other work of the City (the right to do all of which is specifically reserved to the City without any admission in its part that it would not otherwise have such rights) and such work shall, in the opinion of the City, render necessary any change in the position or location of any facilities of the Grantee in the street, the Grantee shall, at its own cost and expense, do any and all things to effect such change in position or location, in conformity with the written notice of the Community Development Director as provided in Paragraph D below.
- B. Expense of Others. When such change in construction or work is done for the accommodation of any person, firm or corporation, the cost of such rearrangement shall be borne by the accommodated party. Such accommodated party, in advance of such rearrangement, shall (a) deposit with the Grantee either cash or a corporate surety bond in an amount, as in the reasonable discretion of the Grantee shall be required to pay the costs of such change in work; and (b) shall execute an instrument agreeing to indemnify, defend and hold harmless the Grantee from any and all damages or claims caused by such rearrangement.
- C. Rearrangement of the Facilities of Others. Nothing in this Agreement contained shall be construed to require the City to move, alter or relocate any of its facilities upon said streets, at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation, or to require the City or any person, firm or corporation now or hereafter owning a public utility system of any type or nature, to move, alter or relocate any part of its system upon said streets for the convenience, accommodation or necessity of the Grantee. If the wells cannot be located as described in Exhibit "A", Grantor shall furnish Grantee with another reasonable acceptable location for such well in the immediate vicinity.
- D. Notice. The Grantee shall be given not less than thirty (30) days written notice of any change or relocation of facilities which the Grantee is required to make

hereunder. Such notice shall specify in reasonable detail the work to be done by the Grantee and shall specify the time that such work is to be accomplished. In the event that the City shall change the provisions of any such notice given to the Grantee, the Grantee shall be given an additional period not less than thirty (30) days to accomplish such work.

VII. REMOVAL OR ABANDONMENT OF FACILITIES

- A. Application to City. At the expiration, revocation or termination of this Agreement or of the permanent discontinuance of the use of its facilities or any portion thereof, the Grantee shall, within thirty (30) days thereafter, make a written application to the City for authority (as determined by the Grantee) either (a) to abandon all, or a portion, of such facilities in place; or (b) to remove all, or a portion, of such facilities. Such application shall describe the facilities desired to be abandoned or removed by reference to the map or maps required by Article II, Section B, of this Agreement and shall also describe with reasonable accuracy the relative physical condition of such facilities.
- B. Determination of City. The City shall determine whether such abandonment or removal which is thereby proposed may be effected without detriment to the public interest or under what conditions such proposed abandonment or removal may be safely effected. The City shall then notify the Grantee in writing within 30 days following its receipt of Grantee's application, and according to such reasonable conditions as shall be specified that the Grantee may either effect such abandonment or such removal shall, as appropriate, within ninety (90) days thereafter, either:
1. Remove all or a portion of such facilities; or
 2. Abandon in place all or a portion of such facilities, as set forth in the Community Development Director's order.
- C. Failure to Properly Abandon. If any facilities to be abandoned in place subject to prescribed conditions shall not be abandoned in accordance with all such conditions, then the City may make additional appropriate orders, including, if deemed desirable, an order that the Grantee shall remove all such facilities in accordance with applicable requirements. In the event the Grantee shall fail to remove any facilities which the Grantee is obligated to remove in accordance with such applicable requirements within such time as may be prescribed by the City, then the City may remove or cause to be removed such facilities at the Grantee's expense and the Grantee shall pay to the City the actual cost thereof plus the current rate of overhead being charged by the City for reimbursable work.

VIII. INDEMNIFICATION BY GRANTEE

A.

Grantee will indemnify, defend, and hold harmless City, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, relating to Grantee's activities under this Agreement, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of Grantee, its officers, employees, agents, subcontractors or vendors. It is further agreed, Grantee's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of City, its officers, employees or agents. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Grantee and City, as to whether liability arises from the sole negligence of the City or its officers, employees, agents, subcontractors or vendors, Grantee will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Grantee will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

B. Grantee shall indemnify and hold harmless the City, its officers, agents and/or employees from and against all claims, costs, expenses, actions, lawsuits, expenses of response, remediation, or cleanup costs, or damages and liability of any kind whatsoever, including but not limited to attorney fees and expenses, directly or indirectly arising out of or attributable to the release or threatened release of a hazardous substance emanating from the Site. This provision shall not apply to any action brought by a third party against the City. Grantee expressly covenants, warrants and promises not to sue the City, its officers, agents and/or employees in any action for contribution or indemnification for any remediation cleanup costs or response which Grantee undertakes as a result of any release of hydrocarbons from the Site.

This indemnity shall continue in full force and effect, and shall survive the termination of this agreement.

IX. INSURANCE REQUIREMENTS

A. INSURANCE

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of City of Torrance property thereunder by the Licensee, its' agents, representatives, employees or subcontractors. The insurance must be full coverage, or if self-insured, such self insurance must be approved by the City's Risk Manager.

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability.
 - a. Primary Bodily Injury with limits of at least \$250,000 per person, \$500,000 per occurrence and;
 - b. Primary Property Damage with limits of at least \$100,000 per occurrence, or;
 - c. Combined single limits of at least \$500,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, explosion, collapse and underground hazards, and contractual obligations with combined single limits of at least \$1,000,000 per occurrence.
3. Pollution Liability with coverage for:
 - a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - b. Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - c. Defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages, and
 - d. Losses caused by pollution conditions that arise from the operations of the licensee described under the Scope of Services of this contract with combined single limits of at least \$1,000,000 per occurrence.

4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$500,000.

B. ADDITIONAL INSURED

The City of Torrance, Los Angeles County-Torrance Civic Center authority, Torrance Public Facilities Building Corporation, Torrance Transit System, Redevelopment Agency of the City of Torrance, Torrance Municipal Water Department, elected officials, officers, agents, employees, volunteers, and members of boards and commissions must be named as additional insureds with respect to liability arising out of the operation or property of Grantee.

C. SUFFICIENCY OF INSURERS

Insurance required by this contract/purchase order will be satisfactory only if issued by companies rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category of a "VII" or better.

D. INCREASE IN REQUIREMENTS

Such insurance shall be maintained by the Grantee for the life of Agreement, and each year on the anniversary of this franchise, Grantee will provide updated evidence that such insurance is in force. The City has the right during the term of this Agreement to amend the insurance requirements to increase the amount and scope of coverage. The City covenants that it will not exercise such right in an unreasonable manner.

X. DEFAULT

- A. Effect of Default. In the event that the Grantee shall default in the performance of any of the terms, covenants and conditions herein and such default is curable, the City shall give written notice to the Grantee of such default. In the event that the Grantee does not commence the work necessary to cure such default within thirty (30) days after such notice is sent or prosecute such work diligently to completion, the City may declare this Agreement forfeited. Upon giving written notice thereof to the Grantee, this Agreement shall be void and the rights of the Grantee hereunder shall terminate and the Grantee shall execute an instrument of surrender and deliver same to the City.
- B. Force Majeure. In the event Grantee is unable to perform any of the terms of this Agreement by reason of strikes, riots, acts of God, acts of public enemies or other such cause beyond its control, it shall not be deemed to be in default or have forfeited its rights hereunder if it shall commence and prosecute such performance with reasonable promptness as soon as possible to do so.

- C. Cumulative Remedies. No provision herein made for the purpose of securing the enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy, or to afford the exclusive procedure, for the enforcement of said terms and conditions, but the remedies and procedures herein provided, in addition to those provided by law, shall be deemed to be cumulative.

XI. SCOPE OF RESERVATION

The enumeration herein of specific rights reserved shall not be construed as exclusive or as limiting and general reservation herein made or as limiting such rights as the City may now or hereafter have in law.

XII. NOTICE

All notices, requests, demands, or other communications under this Agreement must be in writing. Notice will be sufficiently given for all purposes as follows:

- A. **Personal delivery.** When personally delivered to the recipient: notice is effective on delivery.
- B. **First-class mail.** When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. **Certified mail.** When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
- D. **Overnight delivery.** When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. **Facsimile transmission.** When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (ii) the receiving party delivers a written confirmation of receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day. Addresses for purpose of giving notice are as follows:

Grantee:

ExxonMobil Oil Corporation
 3700 West 190th Street
 Torrance, CA 90504
 Fax Number: 310-212-4592

City of Torrance:

City Clerk
 3031 Torrance Boulevard
 Torrance, CA 90503
 Fax: 310-618-2931

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

XIII. SUCCESSORS

The terms herein shall inure to the benefit of or shall bind, as the case may be, the successors and assigns of the parties hereto.

XIV. ACCEPTANCE OF AGREEMENT

This Agreement is entered and shall be held and enjoyed only upon the terms and conditions herein contained.

XV. AGREEMENT TO BE STRICTLY CONSTRUED AGAINST GRANTEE

The Agreement is granted upon each and every condition herein contained and shall ever be strictly construed against Grantee. Nothing shall pass hereby unless it be granted in plain and unambiguous terms. Each of said conditions is a material and essential condition to the granting of this Agreement.

XVI. SPECIAL PROVISIONS

- A. Bond. This Agreement is granted on the condition that the Grantee has now and shall at all times during the life of this Agreement keep on file with the City a bond running to the City in the sum of Ten Thousand Dollars (\$10,000) per well, executed by a reputable indemnity company entitled to do business in the State of California. The said Bond shall contain the condition that the Grantee shall well and truly observe, fulfill and perform each and every term and condition of this Agreement, and that in case of any breach of condition of said Bond the whole amount of the sum therein named shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and from the sureties upon said Bond. The provisions of this paragraph shall not exempt the Grantee from

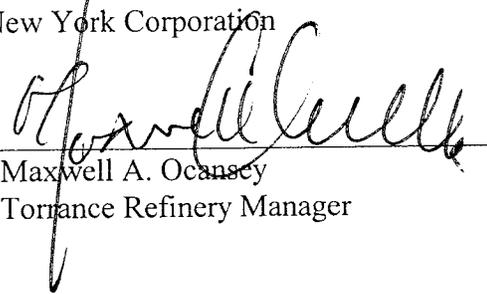
compliance with any of the laws of the City in force during the term hereof, which require the Grantee to post a Bond other than the bond required by this paragraph.

- B. Fees. As reimbursement for administrative costs in the execution of this Agreement, the Grantee shall pay to the City in lawful money of the United States a fee of Four Hundred and Seventy Dollars (\$470) and Fifty-Nine Dollars (\$59) for each additional well. This payment shall be made to the City prior to the signing of this Agreement and if made by check shall be made payable to the City of Torrance.
- C. Independent Laboratory Analysis. Grantee agrees to have all chemical analyses of samples taken from the well, which are the subject of this Agreement, performed by qualified independent laboratories which are mutually acceptable to the Grantee and to the City. Grantee also agrees to provide, on request, copies of all analytical test reports to the City as soon as said reports are available.

CITY OF TORRANCE
A Municipal Corporation

EXXONMOBIL OIL CORPORATION
A New York Corporation

By _____
Frank Scotto
Mayor of the City of Torrance

By 
Maxwell A. Ocansey
Torrance Refinery Manager

ATTEST:

Sue Herbers
City Clerk of City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By _____
Deputy City Attorney

Attachment: Exhibit A

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On May 21, 2008 before me, G Woods, Notary Public,
Date Here Insert Name and Title of the Officer

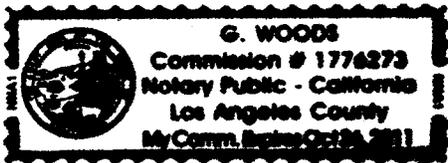
personally appeared Max Ocansey
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person ~~(X)~~ whose name ~~(X)~~ is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity ~~(X)~~, and that by his/her/their signature ~~(X)~~ on the instrument the person ~~(X)~~, or the entity upon behalf of which the person ~~(X)~~ 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 G. Woods
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: _____

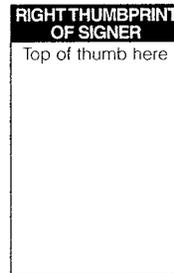
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

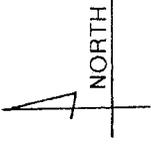
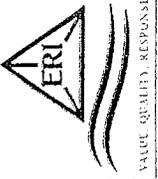
Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

PROPOSED GROUNDWATER MONITORING WELL FOR EXXONMOBIL OIL CORPORATION



TORRANCE METERS FACILITY

MULTI-TYPE FIBER OPTIC
MOBILE
RADIO
SHELL

11' x 14' MOBIL

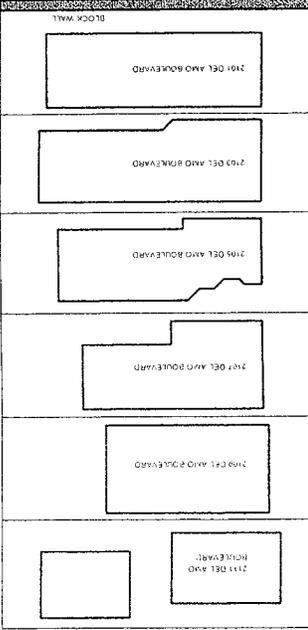
RAILROAD
RIGHT-OF-WAY

VACANT
LOT

X1V-01R

8" M-47 MOBIL
6" M-35 MOBIL
21" SEWER
2" GAS
12" WATER

PROPOSED
MONITORING WELL



APPROXIMATE SCALE



Van Ness
Avenue

DEL AMO BLVD.

VAN NESS WAY

SIDEWALK

SIDEWALK

EXPLANATION
X1V-01R Groundwater monitoring well

REVISED BY
cmq
FN 33780003

SITE PLAN

Torrance, California
PROJECT NO.
3378
PLATE
1

DATE 03/07/08
TIME 12:30pm



March 13, 2008

Mr. Issa Malki
 City of Torrance
 Department of Engineering
 3031 Torrance Boulevard
 Torrance, California 90509-2970

Subject: Submittal of License Agreement for Groundwater Monitoring Well
 Vacant Lot Adjacent To 2101 Del Amo Boulevard
 Torrance, California 90501
 CRWQCB Case No. 2040067

Dear Mr. Malki:

On behalf of ExxonMobil Oil Corporation (ExxonMobil), Environmental Resolutions, Inc. (ERI) is authorized to submit the enclosed information to change the temporary groundwater monitoring well installed on February 15, 2008 to permanent status. Preliminary information received from the groundwater monitoring well indicate the change in status would be beneficial for a longer period of time than the two months allowed for a temporary groundwater well. The required City of Torrance License Agreement, site plan with the location of the well, and the well construction are enclosed.

In a letter from the Regional Water Quality Control Board, Los Angeles Region (LARWQCB) dated February 5, 2008, it was stated that ExxonMobil was directed to investigate, monitor and clean up fuel constituent impacts at properties located on Del Amo Boulevard south of the ExxonMobil Refinery, 3700 West 190th Street, Torrance, California. A copy of the LARWQCB letter is attached. The groundwater monitoring well will provide additional information in the ongoing investigation at the site.

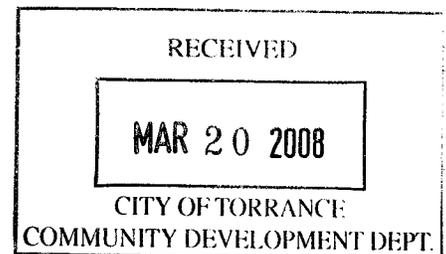
The groundwater monitoring well was installed using a 10-inch diameter hollow-stem auger and was constructed using 4-inch diameter polyvinyl chloride casing. The well is protected with a locking well cap and secured in place with a traffic-rated well vault set in concrete approximately 1-inch above the surrounding surface grade. The well was installed to a maximum depth of 82 feet below ground surface (bgs) and is screened from 52 to 82 bgs. The well is located in the vacant lot area adjacent to 2101 Del Amo Boulevard and there is no disruption to normal traffic activities during sampling events.

Please call the undersigned at (310) 212-1872 for any questions regarding the content of this letter.

Sincerely,

Holly M. Saffold
 Project Manager

Attachments: City of Torrance License Agreement
 CRWQCB Letter Dated February 5, 2008
 Plate 1 – Site Plan
 Plate 2 – Groundwater Monitoring Well Construction Diagram





California Regional Water Quality Control Board

Los Angeles Region



Linda S. Adams
Agency Secretary

Recipient of the 2001 *Environmental Leadership Award* from Keep California Beautiful

320 W. 4th Street, Suite 200, Los Angeles, California 90013
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.waterboards.ca.gov/losangeles>

Arnold Schwarzenegger
Governor

February 5, 2008

Mr. Max Ocansey
General Manager
ExxonMobil Refining and Supply Company
3700 West 190th Street
Torrance, California 90509-2929

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
No. 7007 2560 0001 7889 1670

**CONDITIONAL APPROVAL OF WORK PLAN FOR INDOOR AIR QUALITY
ASSESSMENT IN PROPERTIES LOCATED ON DEL AMO BOULEVARD SOUTH OF
EXXONMOBIL REFINERY, 3700 WEST 190TH STREET, TORRANCE – (Site Cleanup
Program No. 234; Site Identification No. 2040067)**

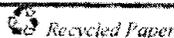
Dear Mr. Ocansey:

You operate a petroleum refining and bulk storage facility on 750 acres in the City of Torrance. As a result of uncontrolled releases to the environment that have contaminated soil, soil gas, and groundwater, you are subject to Cleanup and Abatement Order Nos. 88-43 and 89-136 in which the California Regional Water Quality Control Board, Los Angeles (Water Board) has directed ExxonMobil (or its predecessor corporations) to investigate, monitor, and clean up contamination.

On January 8, 2008, we were informed by the County of Los Angeles Fire Department of high levels of methane and benzene in soil vapor in a residential and commercial area along Del Amo Boulevard (along the southeastern boundary of your facility). These soil vapor contaminants are above a portion of a large plume of dissolved petroleum hydrocarbons that has migrated about 4,000 feet offsite to the southeast of your facility.

Since January 8, 2008, we have been working closely with you, the County of Los Angeles Fire Department, Department of Toxic Substances Control (DTSC), and the Torrance Fire Department to expedite investigations to determine the extent of soil vapor in shallow zones and to identify and quantify the potential human health risks. On January 25, 2008, we conditionally approved your *Feasibility Testing Work Plan*, dated January 17, 2008, to conduct a feasibility test of a sub-slab ventilation system at two residences within the affected areas. We understand that you are actively working to gain access to the two residences, and that you plan to start installation of the sub-slab ventilation system in early March, 2008. At a meeting on January 30, 2008, you proposed indoor air sampling at nine homes along Del Amo Boulevard and submitted a *Work Plan for Indoor Air Quality Assessment*. Additional subsurface investigations, to fully characterize the soil gas plume (including identification and abatement of the source(s) and complete horizontal and vertical delineation of onsite and offsite extents) are pending while these efforts to address more immediate indoor air quality and health and safety concerns are initiated.

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Mr. Max Ocansey, General Manager - 2 -
ExxonMobil Refining and Supply Company

February 5, 2008

The purpose of this letter is to conditionally approve your proposed *Work Plan for Indoor Air Quality Assessment* (hereinafter called the Work Plan) for indoor air sampling. The conditions to our approval incorporate our review comments, and review comments received from DTSC, with whom the Water Board, as lead agency, has been coordinating. Please note that, to encourage you to move forward as quickly as possible, some of these conditions require submittal of additional information prior to commencement of field work (as opposed to revision, resubmittal, and supplemental approval of the Work Plan).

1. **Area to be Sampled:** Prior to sampling, you must submit a detailed legible map clearly indicating the homes to be sampled. As discussed at the meeting on January 30, 2008, your indoor air sampling program shall include a minimum of nine residences along Del Amo Boulevard, including five homes from 2107 to 2109 on the north, and four homes from 2114 to 2124 on the south. Also as discussed at the meeting, you may be required to sample indoor air at additional homes, depending on the results of further soil vapor tests including, at a minimum, resampling (that you are currently doing) of SG-64, SG-65, SG-87, and SG-99 and, depending on the results, step-out sampling.

Also, please include a site vicinity map in your technical report.

2. **Schedule:** By February 8, 2008, you must provide a schedule for sampling and analysis of indoor air, and by March 14, 2008, you must submit your technical report with the results and conclusions. We understand that you are now actively working to arrange access to the residences to be sampled, and that Torrance Fire is facilitating your efforts to gain access; however, you have requested a delay to initiate sampling until February 22, 2008 (following a meeting with the affected residents, which is tentatively scheduled on February 19, 2008). Should you need to delay sampling beyond February 22, 2008, promptly contact Mr. Mohammad Zaidi, C.H.G. and Project Manager for this case, at (213) 576-6732 and explain the need for your proposed delay.
3. **Sampling Procedures:** We understand that you will follow the *Interim Final Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air*, revised by DTSC on February 7, 2005. Furthermore, you shall comply with the following specific conditions set by DTSC:
 - DTSC understands that the objective of this Work Plan is to collect indoor air quality data at selected residences for evaluating potential vapor intrusion of subsurface vapors into indoor air. Depending on results of the initial sampling, DTSC may recommend further response such as routine monitoring or mitigation. Please note that a minimum of two indoor air sampling events are needed for supporting "no further action" in accordance with the *Interim Final Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air* (DTSC, 2005). For buildings that do not require immediate response, DTSC recommends conducting

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Mr. Max Ocansey, General Manager
ExxonMobil Refining and Supply Company

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February 5, 2008

two additional rounds of indoor air sampling, with the first round to be conducted within three months following the initial sampling and the second round at a date to be determined later.

- DTSC suggests placing the second indoor air sampling location in a bathroom, if appropriate, since it typically contains more potential volatile organic compound (VOC) infiltration points than the kitchen. Sources of VOCs should be removed from the bathroom to the extent possible, and residents should be advised not to use the bathroom during the sampling period. In your technical report, please append your completed 'building survey forms' and field data records.
 - DTSC generally prefers collecting indoor air samples over a 24-hour period for residential receptors, but will accept samples collected over an 8-hour period for the purpose of evaluating the need for further response as discussed in the January 22, 2008 meeting. For future indoor air sampling, DTSC recommends using a 24-hour period for collecting samples in residences, if possible.
 - Analysis of Samples: Please ensure that the contracted laboratory attains chemical reporting limits that are low enough to be useful for determining human health risks (i.e., lower than or comparable to Indoor Air CHHSLs), if feasible. Both reporting limits and method detection limits should be included in all laboratory reports. In addition, you must submit a:
 - i. QA/QC Plan: an additional section to supplement the workplan, specifying your Quality Assurance/Quality Control (QA/QC) measures to validate laboratory data, and
 - ii. QAPP: a Quality Assurance Project Plan (QAPP), to ensure proper management, collection, and handling of samples.
4. **Health and Safety Plan:** You must submit a site specific health and safety plan prior to commencement of field work.

As noted above, this investigation, the sub-slab ventilation feasibility study and on-going soil gas surveys, are being expedited to identify and quantify potential human health risks from the presence of benzene and methane in shallow soil vapor. Additional work, to fully characterize the soil vapor plume and to identify and abate the source(s), is pending while these efforts to address more immediate concerns are initiated.

Pursuant to the California Water Code, section 13267, you are hereby directed to submit, by March 14, 2008, a technical report with the results of your indoor air sampling investigation, in accordance with the conditions above. Should ExxonMobil fail to submit an adequate technical report by March 14, 2008, it may be subject to further enforcement action including injunction and civil monetary

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Mr. Max Ocansey, General Manager
ExxonMobil Refining and Supply Company

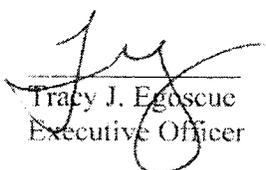
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February 5, 2008

remedies, pursuant to appropriate California Water Code sections including, but not limited to, sections 13304, 13350, 13268.

Please contact the project manager, Mr. Mohammad Zaidi, at (213) 576-6732 or Dr. Kwang Lee at (213) 576-6734 should you have questions.

Sincerely,



Tracy J. Egoscue
Executive Officer

Enclosure

cc: Mr. Ray Saracino, USEPA Region IX
Dr. Rebecca Chou, DTSC, Cypress
Dr. Chawn Y. Jeng, DTSC Cypress
Mr. Steven Hariri, DTSC Cypress
Mr. David Jones, SCAQMD, Diamond Bar
Ms. Barbara C. Yu, County of Los Angeles Fire Department, Commerce
Mr. Dave Dumais, City of Torrance Fire Department
Mr. Michael D. Smith, City of Torrance
Ms. Nancy Matsumoto, Water Replenishment District of Southern California
Ms. Holly Saffold, ExxonMobil, Torrance
Mr. Norman J. Novick, ExxonMobil, Fairfax, VA
Mr. Steven Perkins, Environmental Resource Management (ERM)
Mr. Mark Stewart, West Basin Watermaster, California Department of Water Resources

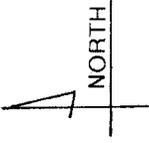
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PROPOSED GROUNDWATER MONITORING WELL FOR EXXONMOBIL OIL CORPORATION



TORRANCE METERS FACILITY

MULTIPLE PIPES
MOBILE
GAS
WATER
SEWER
SHELL

12" M-35 MOBIL

RAILROAD
RIGHT-OF-WAY

VACANT
LOT

X1V-01R

8" M-47 MOBIL

6" M-35 MOBIL

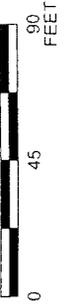
21" SEWER

2" GAS

12" WATER

PROPOSED
MONITORING WELL

APPROXIMATE SCALE



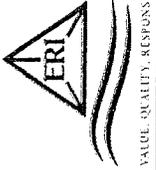
Van Ness
Avenue

DEL AMO BLVD.

VAN NESS WAY

SIDEWALK

SIDEWALK

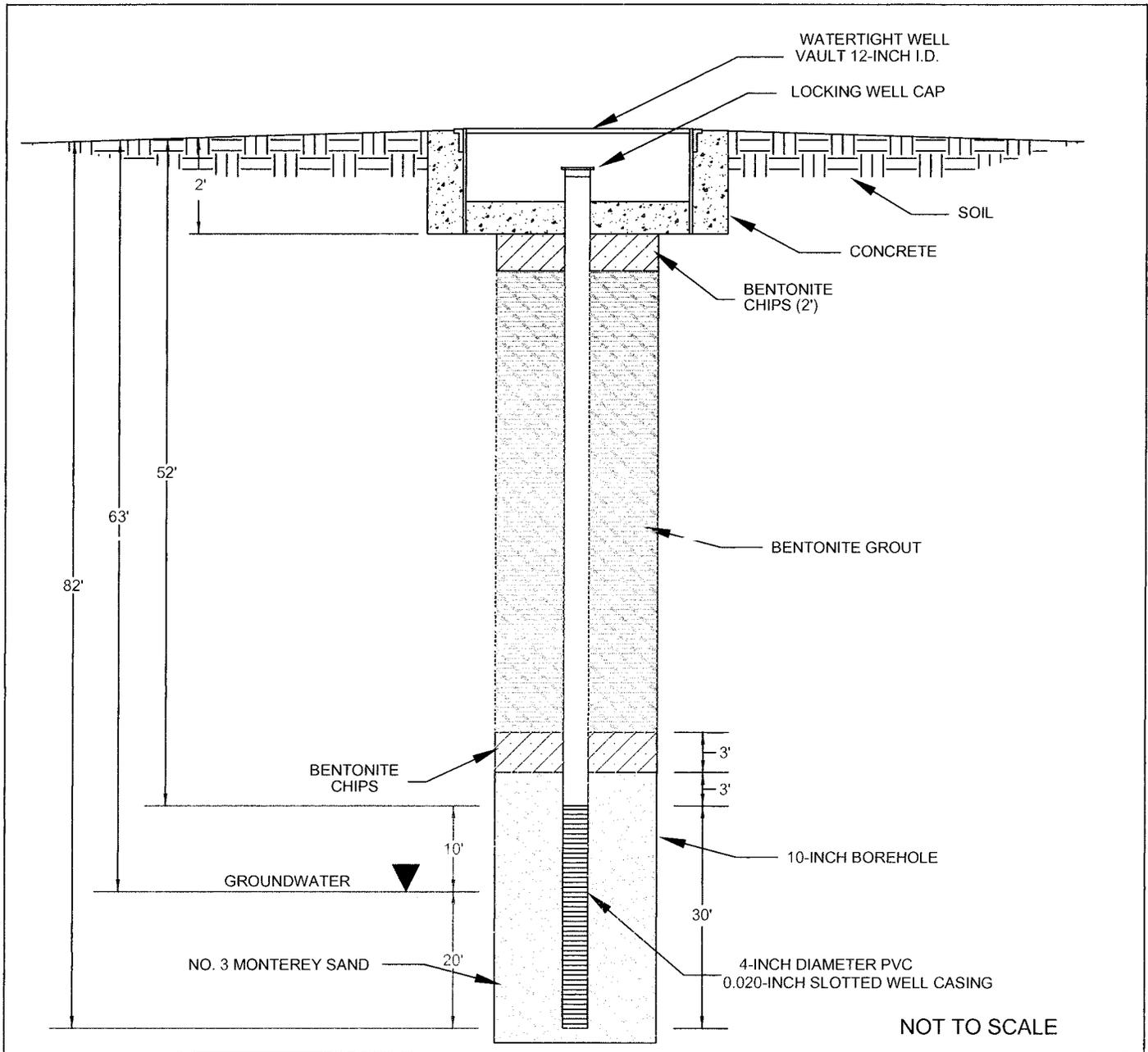


EXPLANATION
X1V-01R Groundwater monitoring well

REVISED BY
cmq
FN 33780003

SITE PLAN

Torrance, California
PROJECT NO.
3378
PLATE
1
DATE 03/07/08
TIME 12:30 am



FN 3378WELLGMW

	<p>PROJECT</p> <p>3378</p>	<p>GROUNDWATER MONITORING WELL CONSTRUCTION DIAGRAM</p> <p>Torrance, California</p>	<p>PLATE</p> <p>2</p> <p>Date: 03/07/08</p>
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