

SITE ACCESS AND LICENSE AGREEMENT

THIS SITE ACCESS AND LICENSE AGREEMENT ("**Agreement**") is made and entered into as of _____, 2024 ("**Effective Date**") between PACIFIC QUALITY PARTNERS, a California limited partnership ("**PACIFIC**"), and ORANGE COUNTY SANITATION DISTRICT, a county sanitation district organized and existing under the County Sanitation District Act, Health & Safety Code §§ 4700 et seq., ("**OCSAN**"). PACIFIC and OCSAN are individually or collectively referred to herein as the "Party" or the "Parties." This Agreement is made with reference to the following facts:

A. PACIFIC is the fee interest owner of the real property located at 1355 W. Imperial Highway, Brea, California 92821 ("**Property**"); and

B. OCSAN is responsible for safely collecting, treating and disposing of wastewater generated by more than 2.5 million people living and working within the County of Orange, State of California; and

C. OCSAN desires to operate a chemical dosing site on the Property, which will add ferrous chloride and/or calcium nitrate and/or magnesium hydroxide to the sewer lines existing adjacent to the Property for delivery within OCSAN's facilities downstream of the Property ("**Dosing Site**"); and

D. OCSAN has identified a City of Brea sewer manhole immediately adjacent to the Property ("**Manhole**") as an ideal location for dosing into the adjacent sewer lines.

E. PACIFIC desires to assist OCSAN in establishing and operating the Dosing Site by allowing OCSAN to access, and enter into and upon the Property.

NOW, THEREFORE, in consideration of the mutual obligations, representations, and promises contained in this Agreement, the Parties hereby agree as follows:

1. Grant of Access. PACIFIC hereby grants to OCSAN, its employees, consultants, representatives, contractors, subcontractors and/or agents ("**Authorized Personnel**") the right to use, access and enter into and upon the portion of the Property set forth in the Site Plan, attached hereto as **Attachment "A"** and incorporated herein by reference ("**Access Area**") for the purpose of establishing and operating the Dosing Site, to access the sewer line through said Manhole, to install conduit through the Manhole and into the sewer line, and to transport ferrous chloride and/or calcium nitrate and/or magnesium hydroxide for delivery within OCSAN's lines downstream of the Property.

2. Dosing Site Improvements. The Dosing Site will consist of no more than two above-ground storage tanks, and a double-wall pipe through which OCSAN will transport the following chemicals: ferrous chloride and/or calcium nitrate and/or magnesium hydroxide for injection into the City of Brea's local sewer system adjacent of the Property and eventual discharge into OCSAN's sewer system. OCSAN represents that no ferrous chloride and/or calcium nitrate and/or

magnesium hydroxide will be allowed to escape the facilities, tanks or piping into the surrounding environment. The Dosing Site layout is presented in the Plan Views, attached hereto as Attachment "B" and incorporated herein by reference. OCSAN may utilize other products, chemicals, or technologies if mutually agreed upon by the Parties.

3. Cooperation. PACIFIC will cooperate with OCSAN to provide access to the Property and Access Area as may be reasonably necessary to allow OCSAN to operate the Dosing Site, so long as the same does not unreasonably interfere with PACIFIC's operations, or cause an undue inconvenience to PACIFIC's employees, guests, customers, tenants, occupants, and invitees.

4. Term. This Agreement shall expire thirty-six (36) months from the Effective Date ("**Initial Term**"). OCSAN may exercise an option to renew the Agreement for an additional thirty-six (36) month term if mutually agreed upon terms can be negotiated. Upon expiration of the Initial Term, this Agreement shall automatically extend and continue in full force and effect on a month-to-month basis unless and until terminated in writing by either Party.

5. Utilities. Pacific shall be responsible for providing to OCSAN a source of electricity and water on the Property. OCSAN shall be responsible, at its sole cost, for routing electricity and water to the Dosing Site, and for routing discharge from the Dosing Site.

6. OCSAN Promise to Pay - License. PACIFIC will bill OCSAN on a monthly basis for a license fee at the following lease terms:

April 22, 2024 through April 21, 2025, \$3,200.00 per month

April 22, 2025 through April 21, 2026, \$3,296.00 per month

April 22, 2026 through April 21, 2027, \$3,394.88 per month

The sum of the monthly license fee shall include compensation for all utilities used by OCSAN in connection with the dosing site.

7. Machinery & Equipment. PACIFIC authorizes OCSAN, and its Authorized Personnel, to bring onto the Property such equipment and/or machinery as may be reasonably necessary to establish and operate the Dosing Site, so long as such activity is consistent with the terms and conditions stated herein.

8. Unreasonable Interference; Prior Notice. In operating the Dosing Site, OCSAN shall not unreasonably interfere with PACIFIC's operations. OCSAN shall give PACIFIC no less than three (3) business days' notice prior to its first entry upon the Access Area and the commencement of Dosing Site activities. PACIFIC and its employees and agents shall not interfere with, or obstruct, the Dosing Site or such entry by OCSAN's Authorized Personnel, and PACIFIC shall not cause, or permit others to cause, any such interference or obstruction.

9. Restoring Condition of Access Area and the Property. OCSAN agrees: (1) to minimize, to the extent practicable, interference with the activities of PACIFIC's employees, guests, customers, tenants, occupants and invitees on, and ingress to, and egress from, the Access Area; (2) to maintain its machinery, equipment, and other materials in an orderly manner while located on the Property; and (3) within 30 days following the expiration of the term of this Agreement, to remove from the Access Area and the Property all debris, trash, machinery, equipment and other materials

and items used by OCSAN or caused by it to be on the Access Area or on the Property. Additionally, OCSAN agrees that at the completion of each day OCSAN utilizes the Access Area, it shall restore the Access Area to as close to the same condition as existed at the commencement of that day, to the maximum extent possible. Following the expiration of the term of this Agreement, at its sole cost OCSAN shall restore the Access Area to as close to the same condition as existed before OCSAN's first entry upon and use of the Access Area in connection with the Dosing Site, to the maximum extent possible, and to the reasonable satisfaction of PACIFIC. At its sole cost, OCSAN shall be responsible for the proper lawful disposal of all chemicals, compounds, and other products and materials it brings onto, or causes to be on, the Property.

10. Preparatory Activities. At its sole cost, OCSAN agrees to assume full responsibility to perform all relevant preparatory work as it deems necessary to establish and operate the Dosing Site. OCSAN also agrees to provide appropriate notification to, and to obtain all required permits from, all applicable regulatory authorities in connection therewith.

11. No Nuisance. OCSAN agrees that it will not maintain any public or private nuisance on the Property, and will not allow any odors, smoke, noise or objectionable elements to unreasonably affect PACIFIC's employees, agents, customers, visitors, or neighboring real property occupants or visitors.

12. Indemnity. OCSAN hereby agrees to indemnify, defend, save and hold PACIFIC, and its owners, partners, agents, officers, members, employees, representatives, and affiliates harmless from, and against, all losses, costs, expenses, claims, causes of action, and damages suffered or incurred by any of them, which may arise from, pertain to, or relate to, the negligent acts or omissions, recklessness, or willful misconduct of OCSAN or its Authorized Personnel in connection with the exercise of the rights granted herein. OCSAN's obligation to indemnify, defend, save and hold harmless shall not apply to the extent that any such losses, costs, expenses, claims, causes of action or damages are caused by the negligence or willful misconduct of PACIFIC, or its owners, partners, agents, officers, members, employees, representatives or affiliates.

13. Safety and Site Condition. OCSAN shall conduct its operations in a safe manner in compliance with all laws, including, but not limited to, environmental laws, and shall cooperate in maintaining the site in a safe, clean and orderly condition.

14. Sole Cost of OCSAN. OCSAN agrees that any work or activities conducted by OCSAN on or beneath the Access Area and Property shall be at the sole cost and expense, of OCSAN. OCSAN agrees to keep the Property free and clear of all liens by paying off all subcontractors before any debt to the same becomes a matter of a lien of record against the Property.

15. Insurance. During the term of this Agreement, OCSAN shall require all contractors or subcontractors, and their employees and agents, to maintain insurance with the following minimum coverage:

- (i) Workers Compensation with California minimum statutory limits;
- (ii) Automobile Liability with \$1,000,000 single limit, or equivalent; and,
- (iii) Commercial General Liability, with \$2,000,000 single limit, or equivalent.

During the term of this Agreement, OCSAN shall request each such contractor or subcontractor to

provide PACIFIC with a Certificate(s) of Insurance reflecting that PACIFIC is named as an "Additional Insured" on each contractor's and each subcontractor's Commercial General Liability, or similar, liability insurance policy.

16. Limited Access. OCSAN agrees that entry upon the Access Area shall be limited to the extent necessary, or desirable, for the establishment and operation of the Dosing Site and/or for the purposes expressed in this Agreement.

17. Temporary Use. The right to use and access granted herein is intended by the Parties, and shall be construed, as a temporary right to use the Access Area to conduct the Dosing Site upon the Property, and not as a grant of an easement or of any other legal or equitable interest in, or to, the Property. Except as expressly set forth herein, no other rights are created in OCSAN by this Agreement.

18. Attorneys' Fees. If it becomes necessary for any Party to engage the services of legal counsel to institute any civil action to enforce or confirm, or to defend against, or to interpret or construe, any of provision(s) of this Agreement, the prevailing Party shall be entitled to recover from the other Party or Parties therein all of such Party's attorneys' fees, expert witness fees, other expenses and court costs as the prevailing party actually incurs in connection therewith.

19. Binding on Successors. This Agreement shall be binding upon the Parties to this Agreement, and upon their respective successors, representatives, heirs and assignees.

20. No Waiver. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other, or further, exercise thereof, or the exercise of any right, power or privilege hereunder. A waiver of any right by any one of the Parties hereunder must be in writing, and signed by the Party granting the waiver.

21. Assignability. OCSAN shall not assign, or otherwise transfer, or attempt to transfer, to any other person or entity, any of its rights herein stated, and shall not transfer, or attempt to transfer, to any other person or entity, any of the duties or obligations herein stated, without the prior written consent of PACIFIC, which may be given or withheld in PACIFIC's sole and absolute discretion, and any other attempt to do so shall be void and of no legal force or effect.

22. Choice of Law. The terms of this Agreement shall be interpreted and construed according to the laws, regulations and ordinances of the United States of America, the State of California, the County of Orange, and the City of Brea, as they may apply, from time to time.

23. Further Acts. For the duration of this Agreement, each Party shall, whenever requested to do so by the other Party or Parties, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents, and do any and all other acts as may be reasonably necessary to accomplish the purpose and intent of this Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties pertaining to the subject matter addressed herein, and supersedes all prior, or contemporaneous, agreements and understandings, both written and oral, pertaining to such subject matter.

25. Interpretation. This Agreement will be interpreted according to the fair meaning of its terms and not strictly for, or against, any Party hereto.

26. Modification. The provisions of this Agreement may only be amended or modified by a written agreement executed by the Parties.

27. Authority. Each person executing this Agreement hereby warrants that he/she has legal authority to bind the Party for whom he/she so executes this Agreement.

28. Severability. If any provision of this Agreement is held by any court of law or equity having proper jurisdiction over the matter to be void, invalid or unenforceable for any reason, the remaining provisions of this Agreement overall shall continue in full force and effect without being impaired or invalidated in any way.

29. Notice. All notices or other documents (collectively "notices") given hereunder shall be in writing and shall be addressed to the recipient and sent by personal delivery or by overnight delivery service, such as by United States certified mail, postage prepaid, Federal Express, United Parcel, or the like. Unless and until otherwise notified in writing, the address of each of the Parties for the giving of Notices shall be as follows:

If to PACIFIC:

Chris Chau, Project Manager
Pacific Quality Packaging Corporation
660 Neptune Avenue,
Brea, CA 92821

If to OCSAN:

Orange County Sanitation District
Attn: Clerk of the Board
10844 Ellis Avenue
Fountain Valley, CA 92708

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth their respective signatures below.

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____

Chad P. Wanke
Chairman, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: _____

Kelly A. Lore
Clerk of the Board

By: _____

Bradley R. Hogin
General Counsel

PACIFIC QUALITY PARTNERS

Dated: _____

By: _____

Chris Chau

Its: Manager _____