

ATTACHMENT C TO RESOLUTION R5-2011-XXXX: SCOPE OF WORK

On behalf of SVA Group, LLC, the prospective purchaser, and Sierra Valley Almonds, LLC, the prospective user of two parcels at the former Oberti Olive Company olive processing facility (the Site) at 12806 Road 12 in Madera County, California, we, Mark H. Turmon and Dean K. Nelson, do hereby represent as follows:

1. As the prospective purchaser of the parcels, SVA Group, LLC, and as the prospective user of the parcels, Sierra Valley Almonds, LLC, are seeking assurances from the Central Valley Regional Water Quality Control Board (Central Valley Water Board) that they will not incur liability for cleanup actions related to past activities at the Site, including, but not limited to:
 - a. The investigation and cleanup of soil and/or groundwater impacted by salt;
 - b. The maintenance of any groundwater extraction and treatment system.
2. In consideration of the Mutual Release and Covenant Not to Sue, SVA Group, LLC and Sierra Valley Almond, LLC, upon taking title to the two parcels described in Attachment B to Resolution R5-2011-XXXX shall:
 - a. In accordance with an approved plan, properly destroy the two groundwater monitoring wells identified as MW 27-2, and MW-29, located on the parcel containing the North Warehouse, and one groundwater monitoring well identified as MW-16, located on the parcel containing the South Warehouse. A well destruction plan and time schedule shall be submitted for Central Valley Water Board staff review 30 days following adoption of the Resolution.
 - b. Submit evidence to the Central Valley Water Board staff that the concrete-lined fire water pond has been emptied 30 days following installation of an acceptable water service via a waterline connected to the parcels;
 - c. Provide a written easement agreement between SVA Group, LLC and the adjacent property owner for the disposal of storm water runoff from the parcels that is in a form acceptable to Central Valley Water Board staff or, annually, provide written confirmation of storm water easement controls at the parcels with the adjacent property owner;
 - d. Provide notification within 30 days regarding any changes to the terms or cancellation of the storm water easement agreement.
 - e. Within six months, construct a durable surface on those unpaved portions of the parcels, which shall be graded to provide storm water runoff;
 - f. Allow duly authorized Central Valley Water Board staff reasonable access to the parcels during normal business hours to ensure compliance with the provisions of this Paragraph 2;
 - g. Except in the event of emergency (i.e., the repair or replacement of ruptured or damaged electric, water, gas, sewer and/or septic lines), provide to the Central Valley Water Board at least 60 days prior written notice of the construction of new

buildings, structures or other installations on the parcels that may disturb the soil, which notice shall include a general description of the work to be performed and copies of any site plans; and

- h. Provide the Central Valley Water Board with written notice of the transfer of ownership of the parcels by SVA Group, LLC, which notice shall be given at least 60 days prior to such transfer. SVA Group, LLC agrees to provide a prospective purchaser with copies of the Mutual Release and Covenant Not to Sue, together with a copy of this Attachment C. The parties acknowledge that no transferee of the parcels shall be entitled to the benefits of the Mutual Release and Covenant Not to Sue. The prospective transferee of the parcels may, in its discretion, request that the Central Valley Water Board grant continued coverage under the Mutual Release and Covenant Not to Sue. The Central Valley Water Board retains the discretion to grant, conditionally grant or refuse such continued coverage to the prospective transferee.

Within 60 days of completion of each phase of the work described in subparagraphs a, b and c, and upon receipt of an acceptable form of storm water disposal easement as envisioned in subparagraph c., Central Valley Water Board staff shall provide written notice to SVA Group, LLC and Sierra Valley Almond, LLC that such requirements have been satisfied.

3. We understand that non-compliance with the above terms may be considered a material breach of the Mutual Release and Covenant Not to Sue, and could render the Mutual Release and Covenant Not to Sue null and void.
4. We are duly authorized representatives of both SVA Group, LLC and Sierra Valley Almonds, LLC, and have the legal authority to enter into this agreement.

Mark H. Turmon, Manager

Dean K. Nelson, Manager