

RECORDING REQUESTED BY:
LOS ANGELES COUNTY SANITATION DISTRICTS
1955 WORKMAN MILL ROAD
WHITTIER, CA 90601

WHEN RECORDED, MAIL TO ABOVE ADDRESS
ATTN: HOLLY JONES
TECHNICAL SERVICES DEPARTMENT

Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 3170-015-007

MONITORING WELL RELOCATION AGREEMENT

This Monitoring Well Relocation Agreement (“**Agreement**”) is dated _____, 2022 (the “**Effective Date**”) and is between **COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing under the provisions of the County Sanitation District Act, California Health and Safety Code Section 4700, *et seq.* (the “**District**”) and **COPART, INC.**, a Delaware corporation (the “**Developer**”).

Recitals

Fee title is vested in the Developer to approximately 81.98 acres of real property located west of 40th Street East between the alignments of Avenue L-4 and Avenue L-8 in the City of Palmdale, County of Los Angeles, State of California, described as follows (the “**Property**”):

The south half of the northeast quarter of Section 32, Township 7 North, Range 11 West, San Bernardino Meridian, in the City of Palmdale, County of Los Angeles, State of California, according to the official plat of survey of said land on file in the Office of the Recorder of Los Angeles County.

The Developer is in the process of constructing an industrial site pursuant to, and in accordance with the terms, provisions and requirements of Site Plan Review 19-012 and its associated conditions of approval and mitigation measures (the “**Development Project**”).

The District owns, operates, and maintains Palmdale Monitoring Well MW65 (the “**Existing Monitoring Well**”) which is located in the 40th Street East public right of way, between Avenue L-4 and Avenue L-8, adjacent to the Property, as depicted in Exhibit 1. As part of the Development Project, Developer is required to make certain traffic and circulation improvements in the area of the Existing Monitoring Well and will have to relocate the Existing Monitoring Well out of the public right-of-way.

The District constructed the Existing Monitoring Well in 2018 pursuant to: an encroachment permit (Permit #: EN17-00224) issued by the City of Palmdale in September 2017; a well permit (SR0124355) issued by the County of Los Angeles in November 2017; and approval granted by the Antelope Valley Watermaster in November 2017 (the “**Existing Well Permits**”).

In order to accommodate the Development Project the Developer will widen a portion of 40th Street East where the Existing Monitoring Well is located which will require the decommission and abandonment of the Existing Monitoring Well (the “**Monitoring Well Destruction**”) and the subsequent construction of

a replacement monitoring well (the “**Replacement Monitoring Well**”) to be located on the Property (the “**Monitoring Well Relocation**”). In accordance with and in compliance with the Development Project’s condition of approval nos. 7, 9, and 78, the Developer is required to carry out the Monitoring Well Destruction and construct the Replacement Monitoring Well at its sole and absolute expense.

The District has determined that the Monitoring Well Relocation, if carried out as provided in this Agreement, will not adversely impact the Palmdale Water Reclamation Plant Cleanup and Abatement Order (CAO No. R6V-2003-056), issued by the California Regional Water Quality Control Board, Lahontan Region (“**Regional Board**”), on November 12, 2003 or otherwise adversely affect the District’s operations and requirements as outlined in the Waste Discharge Requirements and Monitoring and Reporting Program of Board Order No. R6V-2011-0012 (WDID No. 6B190107069), adopted March 9, 2011 by the Regional Board, effective April 1, 2011.

The Developer and the District therefore agree as follows:

1. Associated Costs. In accordance with and in compliance with the Development Project, the Developer shall complete all tasks and works as outlined in this Agreement for the Monitoring Well Relocation be at the sole cost and responsibility of the Developer. This includes any work, inspections or oversight performed by the District, its contractors, agents, or assigns in support of the Monitoring Well Relocation prior to the Effective Date of this Agreement.
2. Monitoring Well Destruction and Replacement Monitoring Well Work Plan. The Developer or its contractors, agents, or assigns shall, at its sole cost and expense, prepare a Monitoring Well Destruction and Replacement Monitoring Well work plan in conformance with the requirements of the Regional Board. The work plan will include language for a well completion report, for both Monitoring Well Destruction and Replacement Monitoring Well, which will be completed after field activities commence. The Developer will submit the work plan to the District for review and comment prior to Developer submitting the work plan to the Regional Board.

After the District’s review, the Developer shall submit the work plan to the Regional Board for consideration and approval. The Developer will copy the District on all submissions and correspondence to the Regional Board and shall keep the District apprised of the Regional Board’s review process. Any work on the Monitoring Well Destruction and construction of the Replacement Monitoring Well may only be completed upon written work plan approval from the Regional Board. If the Regional Board requests modification to the work plan, the Developer or its contractors, agents, or assigns shall address Regional Board concerns, resubmit to the District for review and comments, and resubmit to the Regional Board until a written work plan approval is received from the Regional Board.

- a) If the Developer wishes to continue with the Development Project before the Monitoring Well Relocation work plan is approved by the Regional Board, the Developer must protect the Existing Monitoring Well in place, using K-Rail or other barricades, to the District’s satisfaction, and allow and maintain access for the District’s personnel to the Existing Monitoring Well. The Developer shall also notify the District if the Developer elects to move forward with the Development Project around the Existing Monitoring Well as the Existing Monitoring Well is routinely monitored per the District’s Waste Discharge Requirements and

Monitoring and Reporting Program of Board Order No. R6V-2011-0012 with the Regional Board.

- b) The Regional Board requires the submitted work plan layout conform to previous District approved work plans. The District will share copies of previous Regional Board approved work plans for Replacement Monitoring Well with the Developer if requested.
3. Well Standards and Permits. The Developer is solely and absolutely responsible for securing all permits, approvals and consents for the Monitoring Well Relocation work. Upon written receipt of Regional Board work plan approval and upon written confirmation that all other applicable permits, approvals and consents are in place, the Developer's Monitoring Well Relocation shall be considered compliant with all applicable state, county and city well standards and permits as described in this Agreement. The Developer or its contractors, agents or assigns will provide copies to the District of all approved Well Standards and Permits before commencing Monitoring Well Destruction or construction of the Replacement Monitoring Well. Approvals required include, but may not be limited to the following:
- a) The Developer or its contractors, agents, or assigns shall obtain all temporary and permanent easements, licenses, encroachments, pipeline agreements, permits, and other approvals as necessary for the Monitoring Well Destruction construction and the future operation and maintenance of the Monitoring Well Relocation (collectively, "**Approvals**"). The Developer shall provide originals or copies of each of those Approvals to the District prior to the start of construction of the Monitoring Well Relocation
 - b) California Well Standards – the Developer shall follow all applicable Monitoring Well Destruction and general monitoring well standards for the Replacement Monitoring Well, as outlined in the California Department of Water Resources, California Well Standards (Department of Water Resources Bulletins 74-81 and 74-90).
 - c) Monitoring Well Destruction shall be performed in accordance with the Regional Board approved work plan and an approved permit from the Los Angeles County Environmental Health Division of Drinking Water Program
 - d) Monitoring Well Replacement shall be performed in accordance with the Regional Board approved work plan and any applicable clearances or permits required by the Los Angeles County Public Health Department and the Antelope Valley Watermaster.
4. Notice of Monitoring Well Destruction. The Developer or its contractors, agents or assigns shall notify the District 15 days before Monitoring Well Destruction commences. The Developer shall salvage all downhole equipment in the Existing Monitoring Well prior to Monitoring Well Destruction and deliver the equipment to the District's Palmdale Water Reclamation Plant, located at 39300 30th Street East in the City of Palmdale. If not properly notified, or if equipment is damaged by the Developer or its contractors, agents or assigns, the Developer shall reimburse the District for the cost of the equipment.
- a) Construction and operation of the Replacement Monitoring Well must occur prior to any commencement of the Monitoring Well Destruction. Monitoring Well Destruction must occur within 90 calendar days of construction and operation of the Replacement Monitoring Well.

All work shall be done in accordance with and in compliance with the Regional Board approved work plan.

5. Monitoring Well Destruction Records. The Developer shall prepare Monitoring Well Destruction records such as a well destruction report, or similar document as required in the in the Regional Board approved work plan. The Developer shall submit the well destruction report to the District for review and comments. The well destruction report will then be submitted to the Regional Board by the Developer within the time frame as outlined in the Regional Board approved work plan.
6. Notice of Replacement Monitoring Well. The Developer or its contractors, agents or assigns shall notify the District 15 days before commencement of construction of the Replacement Monitoring Well construction commences. The District or its contractors, agents or assigns will complete oversight and inspect the Replacement Monitoring Well construction activities at the sole cost of the Developer, as further detailed in Section 13.
 - a) The Developer or its contractors, agents or assigns must obtain all requisite and necessary permits and approvals prior to commencing construction of the Replacement Monitoring Well.
7. Replacement Monitoring Well Records. The Developer shall prepare Replacement Monitoring Well records such as a well completion report, or the document as outlined in the Regional Board approved work plan. The Developer shall submit the well completion report to the District for review and comments. The well completion report will then be submitted to the Regional Board by the Developer within the time frame as outlined in the Regional Board approved work plan.
 - a) The Developer or its contractors, agents or assigns, shall refer to the Replacement Monitoring Well in the well completion report and all other official correspondence as “MW65R”.
8. Notice of Completion and Replacement Monitoring Well Owner. Within 15 days of completion of the Replacement Monitoring Well, in compliance with California Civil Code Section 8182, Developer shall file and record a “Notice of Completion” in substantially the same form and format as Exhibit 2, and in a final form approved by District Counsel. Upon completion of all construction and inspection activities, the District will own, operate and maintain the Replacement Monitoring Well.
9. Property Rights for Replacement Monitoring Well.
 - a) The Developer shall convey to the District a permanent exclusive easement with minimum dimensions of 6 feet by 6 feet centered over the Replacement Monitoring Well for the District to operate, maintain, and if necessary, rehabilitate, repair, or replace the Replacement Monitoring Well. The easement shall include rights for the District to pass and repass over the Property to access the easement area. The Grant of Easement document must be in a form similar to Exhibit 3, and in a final form approved by District Counsel.
 - b) The Developer shall submit to the District a draft of the easement document for review and approval concurrently with the submission of the draft work plan for the Regional Board, and the easement must be finalized, executed, notarized, and delivered to the District prior to the start of construction of the Replacement Monitoring Well. The District will hold on file the easement document until the completion of construction of the Replacement Monitoring Well.

Upon completion of the Monitoring Well Relocation, the District will accept and record the easement for the Replacement Monitoring Well.

- c) If, in the future, further relocation of the monitoring well is required, the Developer, or its successor and assign, shall bear all responsibilities and costs associated with the future relocation work.
10. California Environmental Quality Act (“CEQA”). The Developer or its contractors, agents or assigns shall bear all responsibility for, and liability in connection with, compliance with CEQA including, without limitation, the preparation and approval of any necessary environmental documents for the Monitoring Well Relocation and the filing of any required notices, all at no cost to the District. The Developer shall not commence construction until all steps necessary to comply with CEQA have been completed, as determined by the District in its sole and absolute discretion.
 11. Insurance. The Developer and its contractors, agents, or assigns shall obtain, and shall require any party working on the Project to obtain, comprehensive general liability insurance as required in the Standard Specifications for Public Works Construction, 2018 Edition, and the District’s associated Amendments to the Standard Specifications for Public Works Construction, 2018 Edition (together the “Amended Standard Specifications”). The Developer and its contractors, agents or assigns shall, and shall require that any party working on the Monitoring Well Destruction or the Monitoring Well Relocation to name the District, through appropriate endorsements, as an additional insured on the contractor’s policy of liability insurance. The liability insurance certificate must be in accordance with Section 5-4 of the Amended Standard Specifications. The Developer shall furnish the District with a copy of the policy and all required endorsements for review and acceptance prior to beginning Monitoring Well Destruction or construction of the Replacement Monitoring Well.
 12. Inspection and Oversight.
 - a) The Developer hereby authorizes District’s staff, agents or consultants to inspect and complete oversight for the Monitoring Well Destruction and construction of the Replacement Monitoring Well to ensure the replacement improvements comply with the Districts’ requirements for monitoring equipment and improvements. The District’s inspection and oversight is for the purpose of ensuring the work is performed in accordance with the approved permits. All other activities, including backfill, paving, and street work installed by or on behalf of the Developer must be performed in accordance with City of Palmdale requirements and the inspection and oversight related to these activities is the responsibility of the Developer.
 13. Reimbursement of Inspection and Oversight Costs.
 - a) Actual Inspection and Oversight Costs – The Developer shall construct the Monitoring Well Relocation at no cost to the District, agents or consultants, and shall pay the District, agents or consultants for the actual cost of the inspection and oversight as more fully detailed and described in this Agreement (“**Actual Inspection and Oversight Costs**”). Actual Inspection and Oversight Costs will include benefits and overhead added to total salaries, wages and equipment costs. The District shall maintain records of the Actual Inspection and Oversight Costs in accordance with recognized accounting principles.

- b) Deposit of Estimated Inspection and Oversight Costs – The District estimates the cost of the Monitoring Well Relocation construction inspection to be approximately \$35,000 (“**Estimated Inspection Costs**”), which includes the District’s consultant review of documents required by the Regional Board. Concurrently with the Developer’s execution of this Agreement, the Developer shall pay to the District the Estimated Inspection Costs. The Estimated Inspection Costs represent a best guess estimate for inspection costs and should not be construed as a cap or limitation on the total costs of inspections. In the event that the actual inspection costs exceed the Estimated Inspection Costs, the Developer shall promptly pay the additional inspection costs.
- c) Final Invoice – The District will furnish to the Developer within ninety (90) calendar days after the District approves and accepts the Monitoring Well Relocation, an invoice that provides a final accounting of the Actual Inspection Costs, including an itemization of names, number of hours, and hourly wage. If the final invoice shows a balance due to the District, then the Developer shall pay the balance due to the District within forty-five (45) calendar days after the date of the final invoice. If the final invoice shows any remainder amounts due to the Developer, then the District shall refund the remaining portion of the Estimated Inspection Costs to the Developer within forty-five (45) days after the date of the final invoice.
- d) The District shall maintain on file detailed records from which the billing is compiled for a period of three (3) years from the date of the final invoice, and will be available for review or audit.

14. Bill of Sale. Upon recordation of the Notice of Completion, and at no cost to the District, the Developer shall execute and deliver to the District, free and clear of any claims, liens, or encumbrances, title to the Replacement Monitoring Well and appurtenances by the way of a recordable Bill of Sale in form and content reasonably acceptable to the Chief Engineer and approved by District Counsel, and in the general form of Exhibit 4.

15. Acceptance of Monitoring Well Relocation. The District will accept good title to the Monitoring Well Relocation by recording the Bill of Sale with a Certificate of Acceptance if the Chief Engineer determines to his or her reasonable satisfaction that:

- a) The Developer and the construction contractor have constructed the Monitoring Well Relocation in strict accordance with the terms and conditions of this Agreement, and the Regional Board has signed off on the completion of the Monitoring Well Relocation work;
- b) The Developer has fully performed and satisfied all conditions of this Agreement, including but not limited to the Developer’s duty pursuant to Section 3 to convey all necessary property rights to the District including, without limitation, the execution and recordation of a final easement for the Replacement Monitoring Well;
- c) No legal actions or stop notice claims are pending or threatened concerning any of the provisions of this Agreement or any work of construction provided for in this Agreement; and

- d) There are no liens or stop notices filed against the Monitoring Well Relocation, the Developer has fully complied with California Civil Code Sections 8182 and 9356, and at least sixty (60) calendar days have elapsed since the recording of a Notice of Completion.
16. Indemnity. This indemnity provision will survive the termination of this Agreement, and will continue in effect so long as the Replacement Monitoring Well is in existence and owned and operated by the District or its assignee and subject to the following:
- a) The Developer shall be responsible for all costs, expenses, losses, fines, penalties, civil administrative liabilities, and liabilities relating to the Monitoring Well Destruction or the construction of the Replacement Monitoring Well , subject to any applicable statute of limitations and shall indemnify, defend, and hold harmless the District, its officers, agents, and employees, and the other County Sanitation Districts of Los Angeles County, from all claims, demands, actions, costs, liabilities, losses, damages, including reasonable attorney’s fees, claims for personal injury or property damages, penalties, fines, administrative civil liabilities and remediation costs arising from or in any way associated with the following:
 - (i) Ownership, operation, or maintenance of the Replacement Monitoring Well before its acceptance by the District;
 - (ii) Construction of the Replacement Monitoring Well; Developer’s duty of liability and indemnification pursuant to this subsection will exist so long as the Replacement Monitoring Well is in existence and is owned and operated by District or its assignee.
 - b) The Developer’s duty to defend the District pursuant to Section 16(a) is independent of its duty to indemnify the District, and the duty to defend shall apply immediately upon the Developer becoming aware of any claims potentially subject to the duty to indemnify.
 - c) The Developer shall identify and comply with all applicable laws, and shall indemnify and hold harmless the District, its officers, agents, and employees from all claims, damages, losses, costs, liabilities, and penalties arising out of any failure by the Developer or its contractors, agents or assigns to comply with all applicable laws. The Developer shall assume the defense of all actions arising out of the Developer’s or its agent’s non-compliance with any applicable laws.
17. District’s Delegation of Authority. The District hereby delegates to the Chief Engineer the authority to act on behalf of the District in carrying out the terms of this Agreement. The Chief Engineer, or designee, may accept without further Board action the title to the Monitoring Well Relocation and any required easements, licenses, and/or encroachment permits on behalf of the District, and make other determinations and approvals on behalf of the District to fulfill all responsibilities of the District under this Agreement.
18. Project Manager. The Developer designates as its project manager Ben Stephens whose address and telephone number is 501 E Highway 80, Forney, TX 75126 and (480) 217-5965. The Developer shall provide the District with immediate written notification of any change to the project manager or his/her contact information. The District designates as its project manager Holly Jones whose address and telephone number is 1955 Workman Mill Road, Whittier, CA 90601 and 562-908-4288 ext. 2831.

19. General Provisions.

- a) This Agreement contains the entire agreement between the parties concerning the Monitoring Well Destruction and Monitoring Well Relocation and supersedes any prior agreements between the parties with respect to the Monitoring Well Destruction and Monitoring Well Relocation. Any subsequent representations or modifications will be of no force or effect, except for a subsequent modification in writing executed by both parties.
- b) If the Development Project, which precipitated this Agreement, is cancelled or modified so as to eliminate the necessity of the Monitoring Well Relocation, Developer will notify the District in writing and the Developer may terminate this Agreement at any time prior to the start of destruction of the Existing Monitoring Well by providing thirty (30) days' written notice to the District. Developer shall pay the District for all costs incurred relating to this Agreement, up to the date of termination.
- c) If any term or provision of this Agreement is held to any extent to be invalid or unenforceable, the remainder of this Agreement will not be affected.
- d) Each party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly.
- e) A waiver of any breach of any provision of this Agreement or of any failure to comply with any requirement of this Agreement will not be deemed a waiver of any other provision or requirement of this Agreement, and no waiver will be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act will not be deemed an extension of time for performance of any other obligation or act.
- f) This Agreement is to be executed in duplicate originals to be retained by each party.
- g) This Agreement will inure to the benefit of and will be binding upon the parties and their respective successors and assigns.
- h) This Agreement is to be governed and construed in accordance with California law.
- i) Each party shall execute and deliver any instruments, and perform any actions that may be necessary, or reasonably requested, in order to give full effect to this Agreement.

[Signature page follows]

The Developer and the District are signing this Agreement as of the Effective Date.

**COUNTY SANITATION DISTRICT
NO. 20 OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors

ATTEST:

Secretary to the Board

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

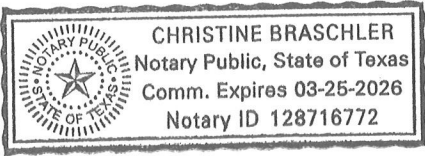
COPART, INC.,
a Delaware corporation

By: Grey DePasquale
Name: Grey DePasquale
Title: Secretary

(Signatures must be notarized)

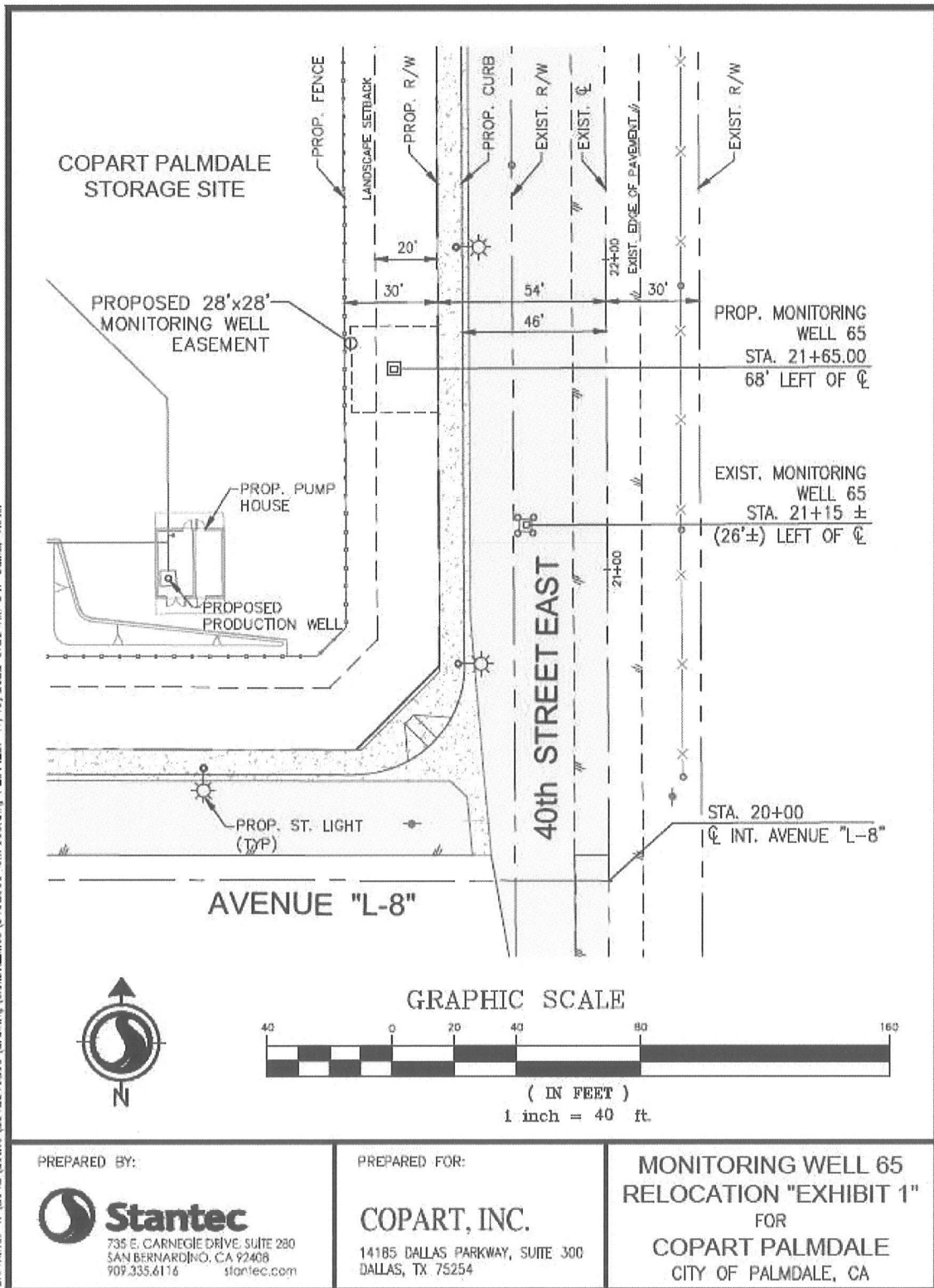
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 28th day of November, 2022,
by Gregory R. DePasquale, Secretary of Copart Inc., a Delaware
corporation, on behalf of said corporation.



Christine Braschler
Notary Public, State of Texas

Exhibit 1



DRAWING: v:\2042\active\2042346200\drawing\exhibit_1.dwg PLOTTED: 11/15/2022 9:28 AM BY: Sulbra, Victor

Exhibit 2

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

LOS ANGELES COUNTY SANITATION DISTRICTS
1955 WORKMAN MILL ROAD
WHITTIER, CA 90601
Attention: Supervisor, Property Management Group

Exempt from Doc. Transfer Tax per R&TC §11922
Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION
(Palmdale Monitoring Well MW65R)

In accordance with the provisions of California Civil Code Section 8182, **COPART, INC.**, the owner of the work of improvement hereinafter described, hereby gives the following notice:

1. The date of completion of the work of improvement hereinafter described is (Completion Date).
2. The owner of the work of improvement is (Owner Name), (Owner Address).
3. The nature of the interest or estate of the owner is a fee interest.
4. The work of improvement is located all within the City of Palmdale, California and is particularly described as follows:
(Insert description and location of new monitoring well)
5. The name of the original contractor for the work of improvement is (All Contractors).

COPART, INC.

By: _____

Name: _____

Title: _____

[Signature to be Notarized]

Exhibit 3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

LOS ANGELES COUNTY SANITATION DISTRICTS
1955 WORKMAN MILL ROAD
WHITTIER, CA 90601
Attention: Supervisor, Property Management Group

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Doc. Transfer Tax per R&TC §11922
Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

APN 3170-015-007

MONITORING WELL EASEMENT
(Palmdale Monitoring Well MW65R)

COPART, INC., a Delaware corporation (“**Grantor**”), hereby grants to **COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing under the provisions of the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* (the “**District**”), a perpetual exclusive easement (“**Easement**”) for groundwater monitoring well purposes (including the right to lay, construct, maintain, rehabilitate, reconstruct, use, and operate the well and appurtenances) in, on, under, over, through, and across the real property situated in the City of Palmdale, County of Los Angeles, State of California, legally described on Exhibit A and depicted on Exhibit B (the “**Easement Area**”).

This Easement also includes the right of the District and its agents to enter upon and to pass and repass over and along the Easement Area, the right to deposit tools, implements, and other materials on the Easement Area for the purposes described in this Easement, and the right to enter upon and use the land adjoining the Easement Area as necessary for the purpose of ingress and egress.

Grantor shall not: 1) construct, install, demolish or remove any improvements in, on, over, under, across or through the Easement Area without the express written consent of the District; or 2) construct or install adjacent to the Easement Area any improvements that may adversely impact the District’s monitoring well without the express written consent of the District.

This Easement runs with the land and will bind the respective successors and assigns of Grantor and the District.

Grantor is signing this instrument on _____, 20____.

COPART, INC.

By: _____

Name: _____

Title: _____

[Signature to be Notarized]
[Exhibits A and B to be prepared by Grantor]

Exhibit 4

RECORDING REQUESTED BY:
LOS ANGELES COUNTY SANITATION DISTRICTS
1955 WORKMAN MILL ROAD
WHITTIER, CA 90601

WHEN RECORDED, MAIL TO ABOVE ADDRESS
ATTN: SUPERVISOR, PROPERTY MGMT. GROUP

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Doc. Transfer Tax per R&TC §11922

Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

BILL OF SALE

(Palmdale Monitoring Well MW65R)

COPART, INC., (“Grantor”), hereby grants to **COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* (the “District”), the following described improvements (the “Improvements”):

(Insert description and location of new monitoring well)

Grantor hereby represents, warrants and covenants to the District that the Improvements are free and clear of and from all liens, claims, encumbrances, pledges, hypothecations, and security interests and that Grantor has the full right, power, and authority to grant, convey, and sell the Improvements, and Grantor, its successors and assigns, shall warrant and defend the grant, conveyance, and sale of the Improvements against any and all lawful liens, claims, encumbrances, pledges, hypothecations, and security interests of all persons or entities claiming by, under, or through them.

This Bill of Sale inures to the benefit of the District and its successors and assigns and is binding upon Grantor and its successors and assigns.

COPART, INC.

By: _____

Name: _____

Title: _____

[Signature must be notarized]