



INFORMATION BULLETIN

# **IB-054 (BU-054)**

Eff: 09-01-2021 Rev: 10-15-2021

## **Construction in the Vicinity of Oil/Gas Wells**

This Bulletin is developed to clarify requirements related to construction of buildings and structures in the vicinity of oil/gas wells (well) in accordance with the Long Beach Municipal Code (LBMC) Chapter 18.78 also known as the “City Equivalency Standards”.

Permit Applicants (Applicants) are advised early on to review the LBMC Chapter 18.78 and this Bulletin for plan check, inspection and other technical provisions of construction in the vicinity of a well. Different procedures will be applicable based on well status categories as set forth below:

**Well status can be categorized as:** active, idle (inactive), abandoned without any previous California Geologic Energy Management Division (CALGEM) approval, abandoned to previous CALGEM standards, or abandoned to current CALGEM standards.

Generally, five (5) conditions can define any building construction in the vicinity of well:

**Condition 1.** Well is located three hundred (300) feet or more away from the proposed building or structure. In such a case the building or structure is not subject to the requirements of Chapter 18.78.

**Condition 2.** Well is within three hundred (300) feet from the proposed building or structure - Active and Idle wells shall meet Building and Fire Code requirements, while other well categories (as mentioned above) only require Building Code compliance.

**Condition 2A.** Well is in close proximity to the building or structure - The well meets the CALGEM access/separation distance (10’x10’x50’) from the building and meets the current CALGEM abandonment standards. In such a case, the building or structure is not subject to the requirements of Chapter 18.78.

**Condition 2B.** Well is in close proximity to the building or structure – The well meets the CALGEM access/separation distance from the building and meets the previous CALGEM abandonment standards. In such a case, if the well meets the standards set forth in LBMC Chapter 18.78 it does not have to be re-abandoned to current CALGEM standards.

**Condition 2C.** Well is in close proximity to the building or structure – The well does not meet the CALGEM access/separation distances from the building or meet either CALGEM current standards or the LBMC Chapter 18.78 standards. In such a case, the structure cannot be permitted for construction.

Construction in the vicinity of oil/gas wells may require mitigation of soil methane gas, should the site soil methane testing indicate certain thresholds set in LBMC Chapter 18.79 and associate Information Bulletin (BU-055).

**Process to obtain grading/building permit to construct in the vicinity of a well:**

Applicants shall follow the following steps to achieve timely approval of projects through different stages of project approval:

**Project Entitlement Phase:**

- Applicants are encouraged to check the City's oil/gas well GIS map (<https://www.arcgis.com/apps/webappviewer/index.html?id=18d6b7027f8f4e99b0173eed3886a9b0>) and exercise due diligence to locate wells on the site, prior to the start of site design. Many wells are buried underground or may not be exactly where they are shown on the GIS map, a rough grading permit may be required to locate any wells on the site.
- The applicant shall report to CALGEM exact coordinates of the well, should the well location be any different than what it is indicated on the GIS map. The actual location of well shall be shown on the site plan signed by a Qualified Professional. Proper site design will have a major impact on plan approval by the City and affect the construction cost.
- Applicants should submit a Construction Site Well Review (CSWR) request to CALGEM to obtain a well abandonment status report. Applicants are encouraged to start this process as early as possible since the process can be lengthy. CALGEM well status report must be current within 12 months of formal project plan check submittal to the City. The report will address if the well is abandoned to the current CALGEM standards or not.

**Prior to Project Review Submittal:**

- Applicant should submit the well status letter issued by CALGEM to the City Development Coordinator for review and consideration.
- Projects that meet CALGEM well current abandonment standards status can submit to plan check
- Projects that do not meet CALGEM well current abandonment standards can submit for the City Well Abandonment Equivalency Standards (LBMC 18.78). A Qualified Professional Engineer (Petroleum Engineer) can submit an alternate well abandonment process to the City through an Alternate Materials, Design and Methods of Construction and Equipment request to the City Building Official consideration. The following procedures will be applicable:
  - City has established a team of Peer Review consultants to assist with the evaluation of well downhole conditions. Applicants are required to pay for the cost of the peer review services through the City. The fee will be one hundred and fifteen percent (115%) of the Peer Review consultant fee.
  - The City Development Coordinator will solicit proposals from the Peer Review consultants based on the proposed oil well status report and supporting documents provided by the

Applicant. The Development Coordinator will make recommendations on the most responsive Peer Review consultant to the Applicant.

- Applicant pays the Peer Review fee and receives a BFFS project number from the City.
- The City Building Official will issue a Notice to Proceed to the selected Peer Review consultant to review the well abandonment conditions in accordance with the LBMC Chapter 18.78
- Peer Review consultant completes the review and prepares a report of findings and mitigation recommendations for each well for consideration by the Development Coordinator.
- After review and discussion with the Peer Review Consultant, the Development Coordinator will provide the report to Applicant.
- Applicant will review, and an agreement will be reached to abandon the wells per the Peer Review consultant recommendation, and conditions are finalized through approval of a formal Alternate Materials, Design and Methods of Construction and Equipment Process.
- Applicant will pay for the final well head leak testing, and for the City Staff observing the testing.
- Applicant will submit the result of the final well leak test together with the Peer Review Consultant final evaluation to the Development Coordinator.
- Upon completion of all necessary mitigation and satisfactory well abandonment including well down hole, the Development Coordinator will close the well abandonment file and grading, or building permit is issue. Accordingly, the final payment to the Peer Review consultant is authorized.

### **Project Review Phase:**

Applicant shall submit the related well abandonment grading/building plans and the supportive documents for review and include the peer review recommendation letter on the plans.

- Plans will be routed to Building plan check and Development Coordinator designee. Projects with active or idle wells, within three hundred (300) feet of well, or with a methane gas mitigation system level III (per LBMC Chapter 18.79) shall be routed to Fire Department for review as well.
- Plan Check and Development Coordinator designee will review the project for compliance with the applicable City requirements including LBMC Chapters 18.78 and 18.79. Development Coordinator Designee will verify conditions in the field and review the above well head plans in accordance with the City prescriptive standard plans (Attachment 1).
- Unless exempted per LBMC Chapter 18.79, an approved testing company hired by the Applicant shall conduct site soil methane test in accordance with LBMC Chapter 18.79 and submit the result for City review. The test result will be incorporated into the project folder in P: Drive. Based on levels of methane detected, methane gas mitigation may be required.
- Development Coordinator Designee will review the test results and project plans for consistency with LBMC Chapter 18.78, and the code modification for the well abandonment procedures, if

Peer Review is required, the result of Approved Alternate Materials, Design and Methods of Construction and Equipment shall be incorporated into the plans.

- Applicant shall provide the following information needed for the City Attorney to draft a “Deed Restriction, Covenant, and indemnification Agreement” (Attachment 2) for the county recordation by applicant:
  - Copies of all project permit applications
  - Copies of grant deeds (or similar vesting documents) indicating the property ownership for all involved parcels of land
  - Copy of legal description for each involved parcels of land
- Applicant shall submit a recorded “Deed Restriction, Covenant, and indemnification Agreement” to the Development Coordinator prior to approval of grading or building permit, whichever occurs first for inclusion into the well abandonment project folder.

#### **Project Construction/Inspection Phase:**

- Applicant will pay for the vent cone inspection and pre-construction meeting in conjunction with LBMC 18.78
- A pre-construction meeting shall be held on the site to by Applicant to discuss grading, building, any well abandonment procedures, with the Development Coordinator designee.
- The Development Coordinator designee will oversee any well abandonment procedure in conjunction with the Applicants Qualified Professional. At completion of abandonment the Qualified professional will submit a letter certifying the well abandonment prior to final well leak testing. The Development Coordinator designee will attach the certification to the well abandonment folder.
- Applicant will inform CALGEM and receive CALGEM inspection prior to project final grading/building approval by the City.
- The Development Coordinator Designee will conduct the well head inspection, including capping and vent cone requirements upon receiving inspection request from the Applicant.
- Applicant will install any methane mitigation measures when required per LBMC 18.79. Building inspector will inspect all necessary methane mitigation.
- Upon well abandonment meeting the LBMC Chapter 18.78 requirements, the Development coordinator or his designee issues, a Notice of Well Abandonment Completion (Attachment 3) and project building or structure receives final inspection.

**Project Post Construction Phase:**

- Project owner shall be responsible for well and methane gas mitigations on the site, including but not limited to maintenance, monitoring, and reporting of any well related activities to CALGEM and the City.

**Testing, Design, and other technical provisions of Construction in the Vicinity of Construction in the Vicinity of Oil/Gas Wells:**

- Leak Test Request – (Referenced in LBMC Section 18.78.110)

A leak test request shall be submitted to Development Coordinator setting forth the following:

Well Name, API Number, Location (northing, easting), Equipment to be used in leak testing, Firm name, qualifications, certification and/or license information to perform leak testing, and Signature of Applicant.

Leak testing requirements – (Referenced un LBMC Section 18.78.120)

- Examination. Abandoned wells shall be tested for gas leakage and visually inspected for oil leakage.
- Detector. A leak test shall be completed utilizing a portable gas detector approved in advance by the Development Coordinator and submitted under the oversight of the Qualified Professional. A portable gas detector calibration form shall be provided to the Development Coordinator for inclusion in the leak test observation report.
- Leaking Well. A well shall be considered leaking if the meter reading is greater than five hundred (500) parts per million (ppm) as observed by the Development Coordinator and/or the CALGEM representative. If wells are found to be leaking, there shall be a diligent attempt to abandon the wells to current CALGEM well abandonment standards. If the meter reading is between fifty (50) and five hundred (500) parts per million (ppm), the Development Coordinator shall review the test results with the well exhibit and may require structure offsets and/or a higher level of methane mitigation design in accordance with LBMC Chapter 18.79
- Metal top plate. Following a successful leak test, a metal top plate shall be immediately welded by a licensed welder in the presence of the Development Coordinator and/or CALGEM representative (per CALGEM requirements)
- Site Restoration. Following all testing and inspection, the test area shall be returned to its previous state and fencing may be required around the area or the entire site, in accordance with Title 14, Division 2, Chapter 4, Subchapter 3, Article 3, Section 1775 of the California Code of Regulations;
- Vent Risers and Vent Cones. Vent risers and vent cones shall be installed in accordance with the requirements specified below prior to completing of any site grading activates
- Inspections
  - Inspections shall be performed by the Development Coordinator during leak testing, metal plate welding, and vent cone installation and completion
  - Inspections must be scheduled at least two (2) business days in advance
  - Cone and riser installation shall be observed and inspected by the Development Coordinator

- Observation Report. The Development Coordinator will review the leak test observation report documenting the date, time, and summary of the testing as certified by the Qualified Professional.

### **Site clean-up – (Reference in LBMC 18.78.160)**

Any potential site cleanup shall be under the direction of City of Long Beach Health Officer or designee, and grading and compaction around the well head shall be per the grading permit requirements of the City.

### **Vent cone – (Referenced in LBMC Section 18.78.130)**

Well vent cones are designed to accumulate potential hazardous and explosive gasses that travel through well casings to the ground surface and vent them to an approved location Design – Vent cones shall be of a type and design approved by Development Coordinator. The design and installation shall be in conformance with applicable codes, such as the current adopted edition of the California Building Code, Mechanical Code, Plumbing Code, and any additional City standards. Any design not in conformance with this specification shall be approved, stamped, and signed by a Qualified Professional Engineer licensed in the State of California.

Size – The vent cone shall be a minimum four (4) foot in diameter extending a minimum of two (2) feet above the abandoned well cap and backfilled with three quarter (3/4) inches of gravel.

### **Horizontal pipes – (Referenced in LBMC Section 18.78.140)**

Horizontal piping may be necessary to route the vent riser to an appropriate location outside of a building footprint or away from hazardous aboveground locations

- Standards. Horizontal vent piping shall conform to the following requirements:
  - Horizontal piping connecting the vent cone to the vent riser shall be non-perforated and sloped one percent (1%) down towards the vent cone to provide for drainage and clean-out of pipe
  - The pipe shall be placed in a sanded trench with a minimum cover of two (2) feet. These horizontal runs shall be provided with a fourteen (14)-gauge solid strand, yellow insulated utility locator wire installed directly above the well-vent pipe
  - Proposed construction materials for horizontal pipes shall be submitted to the City in the Mitigation Plan for review.

### **Vent risers – (reference in LBMC Section 18.78.150)**

- Design. Vent risers can stand alone or be integrated into the proposed design
- Standards, Vent riser pipes shall comply with the following requirements:
  - Vent riser pipe shall have a minimum diameter of two (2) inches

- The point of gas emission of flagpole vents shall be located at the very top of the pole, which shall be provided with a screened rain guard
- The flagpole vents shall be positioned as below:
  - Ten (10) ft above grade
  - A minimum of one (1) foot above a roof line
  - Ten (10) ft away and three (3) feet above any fresh air intake or opening into a building
  - Four (4) ft away from the property line
- Flagpole vents shall be clearly and permanently marked/labeled with the note: “Caution methane gas in pipe. No smoking or sparks within ten (10) feet. If damaged immediately notify the Fire Dept. – Dial 911
- Flagpole vents shall be fitted with a one (1) inch sampling port, located between two (2) to four (4) feet above grade, near the base of the pole. The sampling port must be labeled with a permanent sign with the words: “CAUTION METHANE GAS TEST PORT;”
- Whenever abandoned well casings must be vented to a structure, such venting shall comply with the most current requirements of methane gas mitigation (i.e., electrical classifications, vent spacing, outlet spacing, etc.)
- Abandoned well casings that are vented to structures shall not be vented in any way that penetrate the building’s “structural envelope”
- Abandoned well casings that are vented to structures shall have the vent pipes securely attached to the outside of an exterior wall
- Whenever abandoned well casings must be vented within a structure, detailed plans of the proposed venting system shall be submitted to the City, together with a justification for the venting, for review and approval by the Development Coordinator, prior to any building permits being issued
- If necessary, for aesthetic purposes, the vent pipe may be located in an “exterior vent riser chase,” which must be designed by a Qualified Profession Engineer
- The vent pipe may also be attached to outside of a self-supporting structure such as satellite structures, light standard, signage, or patio cover.
- Well vents shall be leak tested in accordance with Section 712 of the California Plumbing Code.

Attachment 1

**Standards – Details**

<b>FIGURE</b>	<b>TITLE</b>
#1	Well Vent
#2	Oil Well Vent Riser
#3	Oil Well Vent Riser to Light standards
#4	Oil Vent Sign

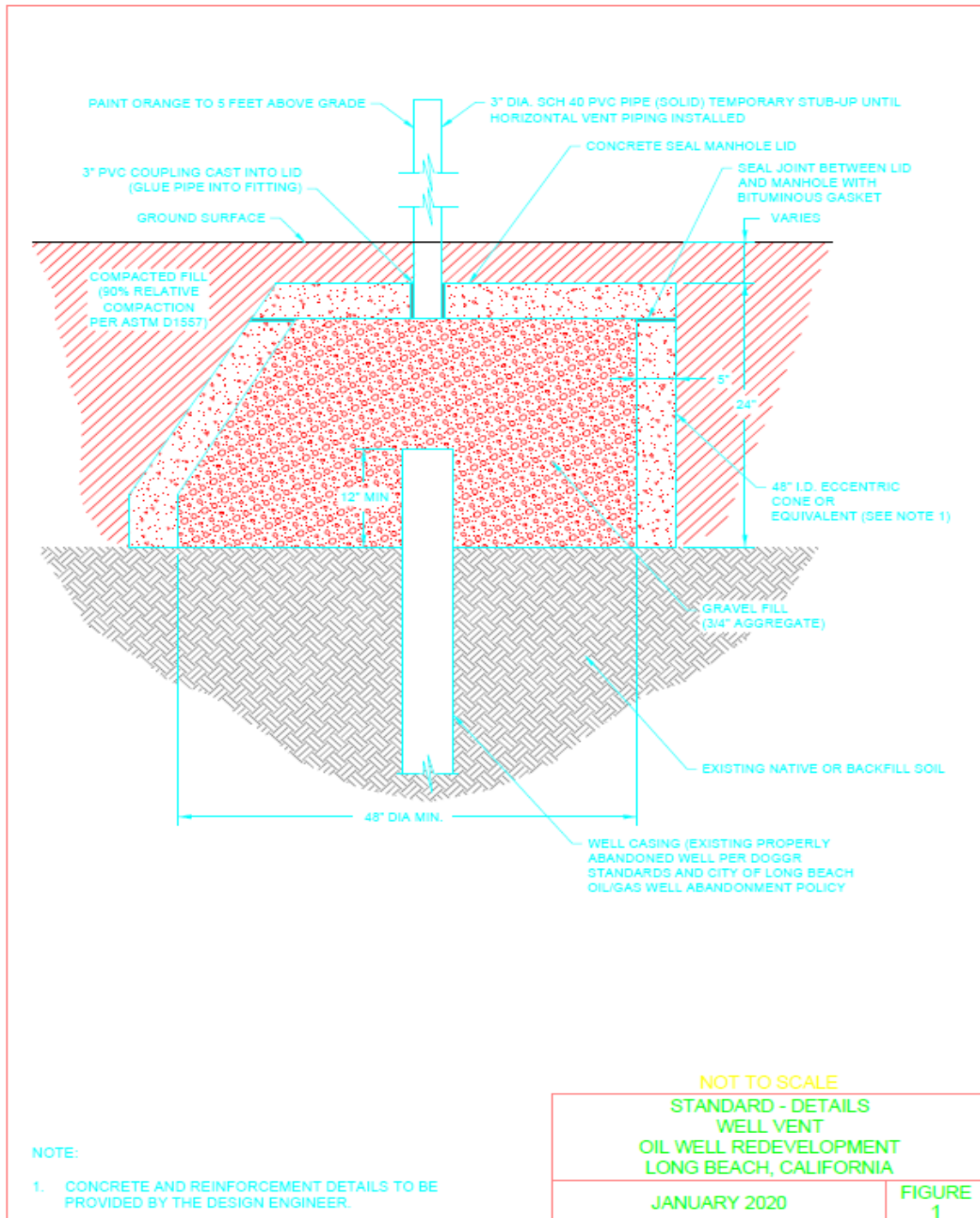


**FIGURE**

**TITLE**

#1

Well Vent

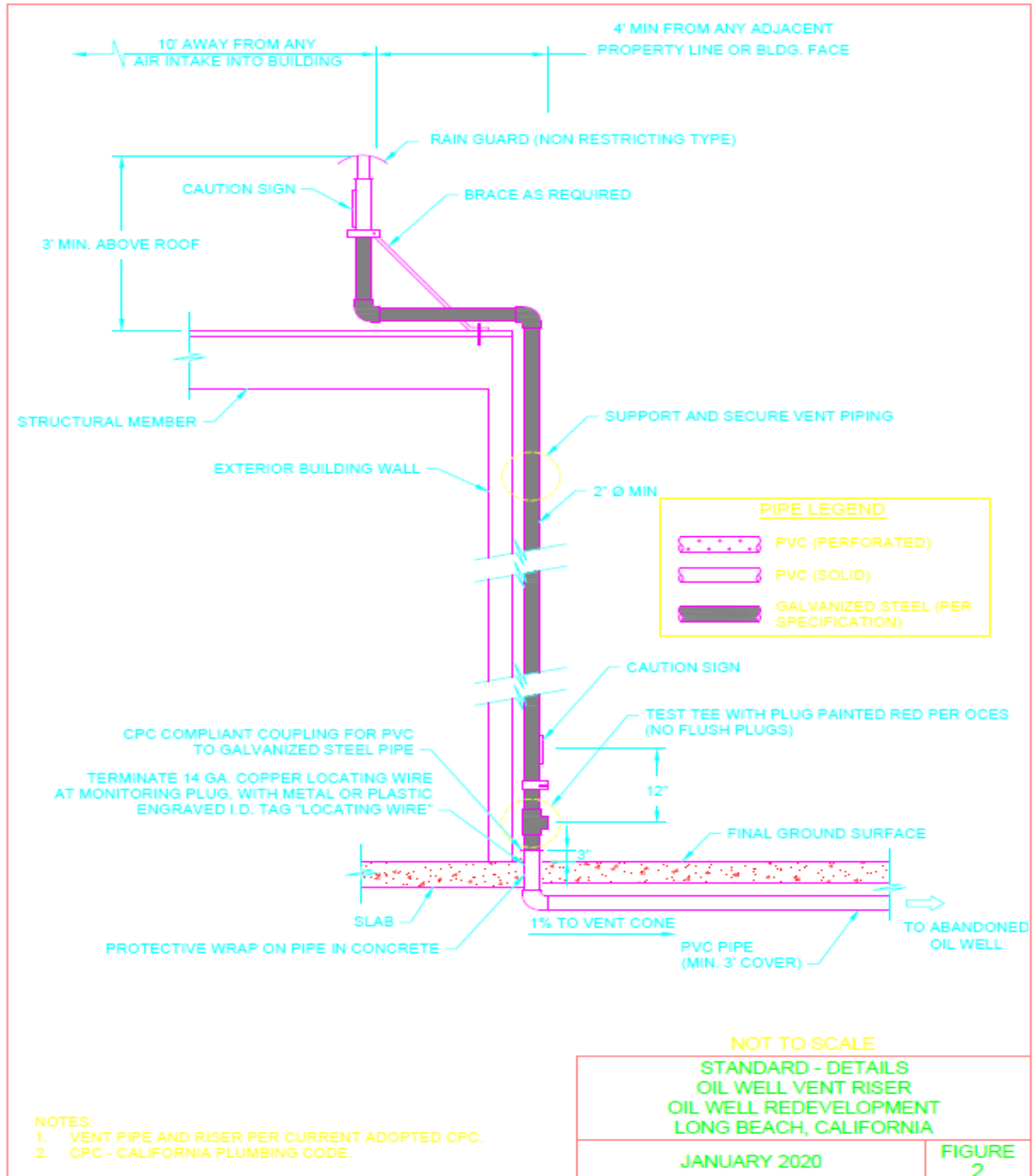


**FIGURE**

**TITLE**

#2

Oil Well Vent Riser

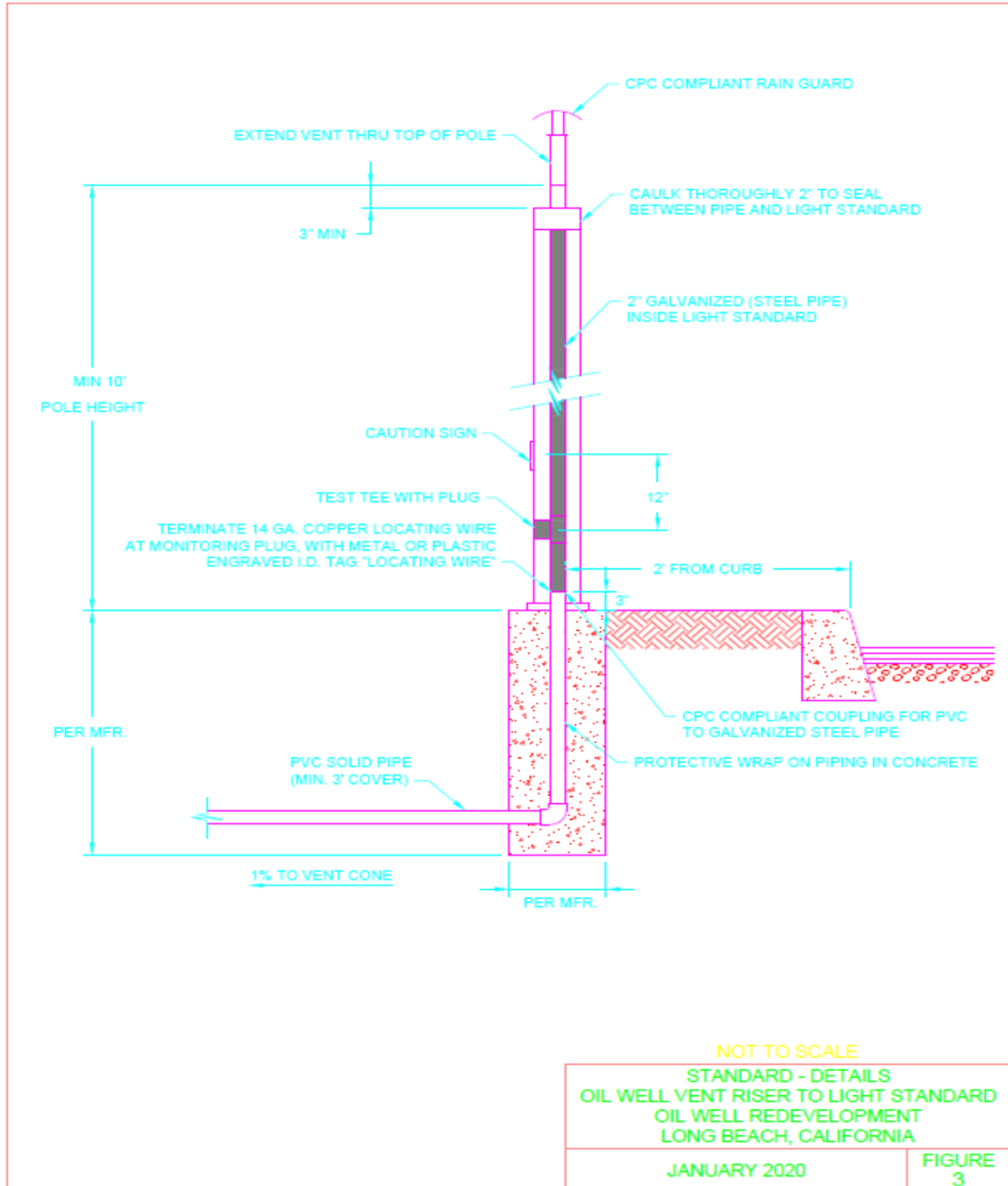


**FIGURE**

**TITLE**

#3

Oil Well Vent Riser to Light Standards

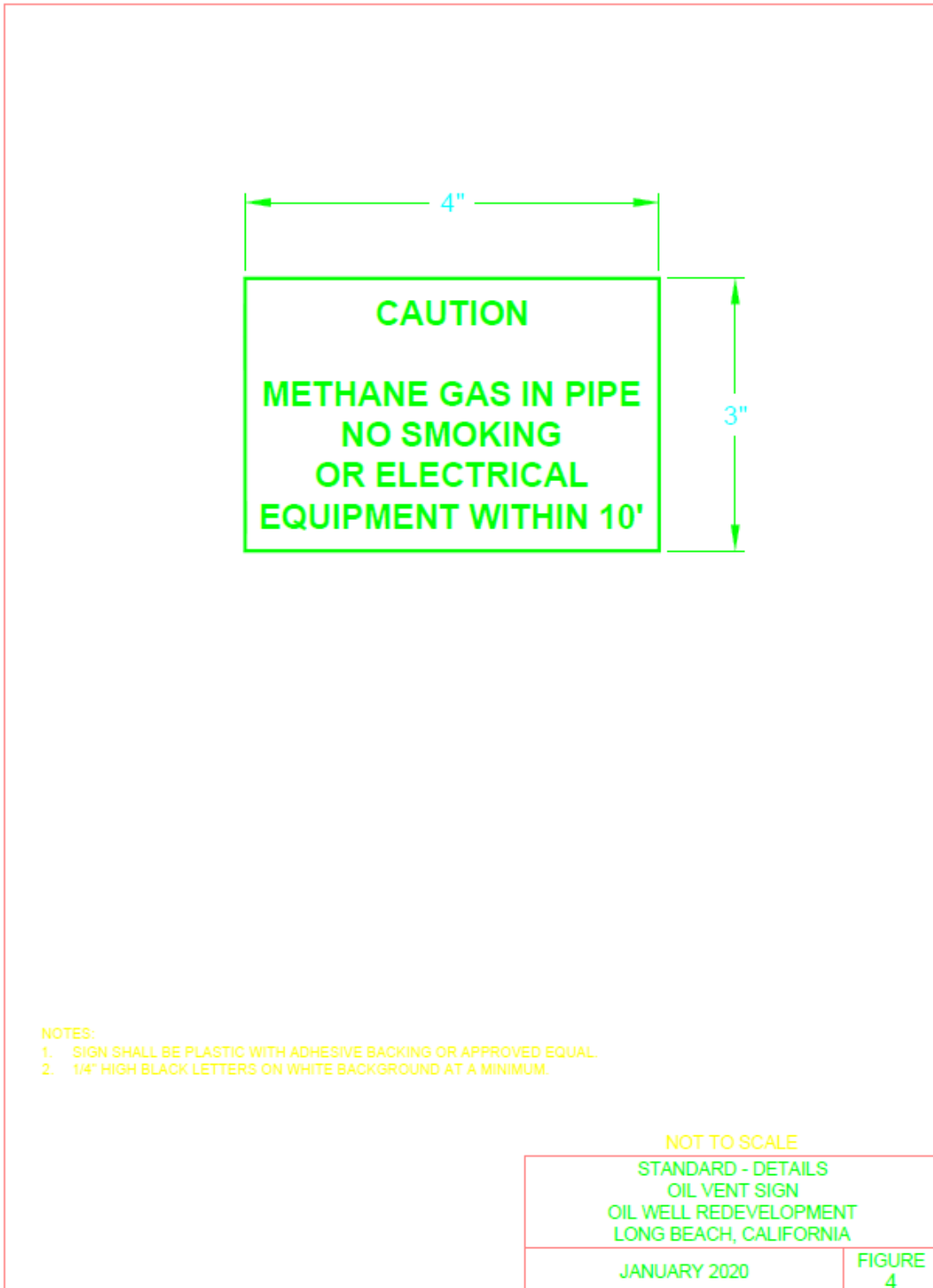


**FIGURE**

**TITLE**

#4

Oil Vent Sign



Attachment 2

**Draft Deed Restriction, Covenant, and Indemnification Agreement Relating to Construction Undertaken Near Active, Idle, or Abandoned Oil or Gas Well(s) in the City of Long Beach Pursuant to Long Beach Municipal Code (LBMC) Chapter 18.78**

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:  
CITY OF LONG BEACH  
Development Services Department  
Attn:  
411 W. Ocean Blvd., 2<sup>nd</sup> Floor  
Long Beach, CA 90802

SPACE ABOVE THIS LINE FOR COUNTY RECORDER'S USE

**DEED RESTRICTION, COVENANT, AND INDEMNIFICATION AGREEMENT  
RELATING TO CONSTRUCTION UNDERTAKEN NEAR ACTIVE, IDLE, OR  
ABANDONED OIL OR GAS WELL(S) IN THE CITY OF LONG BEACH PURSUANT  
TO LONG BEACH MUNICIPAL CODE (LBMC) CHAPTER 18.78**

**THIS DEED RESTRICTION, COVENANT, AND INDEMNIFICATION AGREEMENT**  
(the "Covenant") is entered into as of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_  
("Owner/Applicant" hereinafter "Owner").

**RECITALS**

The following recitals set out the background for, and are part of, this Deed Restriction, Covenant and Indemnification Agreement. This document affects Owner's interest in that certain real property described herein located in the City of Long Beach ("City"), County of Los Angeles, California, as said property is more particularly described below.

WHEREAS, Owner is the present Owner of that certain real property located in the City of Long Beach described as \_\_\_\_\_  
(APN: \_\_\_\_\_), as more particularly described below (the "Property"):

Legal Description:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHEREAS, Owner has applied for, and received, certain entitlements from the City of Long Beach to construct a \_\_\_\_\_  
("the Project"):

Project Street Address: \_\_\_\_\_

Project No.: \_\_\_\_\_

WHEREAS, the entitled Project, described above, contemplates construction over, or within close proximity to, an active, idle or abandoned oil or gas well or wells as described and regulated by Chapter 18.78 of the LBMC, which activity is not permitted in the City of Long Beach unless the City's Development Coordinator has determined that said well(s) have been abandoned in accordance with the Department of Conservation's California Geological Energy Management Division (CalGEM) standards, or any successor State agency's current abandonment standards, or the City's equivalency abandonment standards, as described and set forth in Chapter 18.78;

WHEREAS, if the Project qualifies for use of the City's equivalency abandonment standards, as described above and in Chapter 18.78, then the Owner shall also covenant and agree in writing, in a form subject to the review and approval of the City Attorney, to put future Property owners, successors or assigns or Property occupants on notice of the following: 1) the existence of active, idle or abandoned oil or gas wells on or immediately adjacent to the Property; 2) that any well or wells located on the Property at the time of construction have been leak tested and found not to leak based on the date that testing was performed; 3) an acknowledgment that CalGEM, or the City, may order the re-abandonment of any oil or gas well on the Property should it leak or otherwise pose a serious risk of harm in the future; and 4) an acknowledgment that CalGEM does not recommend building over, on, or in close proximity to, active, idle or abandoned oil or gas wells;

WHEREAS, if the Project qualifies for use of the City's equivalency abandonment standards, as described above and in Chapter 18.78, then the Owner is likewise required to release, indemnify, and hold harmless the City of Long Beach and its various officials, employees and agents in connection with the issuance of any Project permits, or the granting by the City of any Project entitlements or approvals with respect to the Project; and Owner shall also acknowledge that said deed restriction, covenant, indemnity and hold harmless provisions shall run with the land, shall apply to future owners or successors in interest, and may only be released by the City in writing;

WHEREAS, the undersigned Owner is responsible for the construction of the building(s) or structure(s) located at the Project address set forth above, and hereby requests that a permit for construction be issued. Owner understands that the permit is issued for construction of the building(s) or structure(s) based upon any and all Conditions of Approval issued by the City, or any other governmental agency, in connection with the Project entitlements, including specific Conditions of Approval related to Chapter 18.78 of the LBMC, for construction over or adjacent to any active, idle or abandoned oil or gas well.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner(s) agree as follows with respect to the development of the real property described in this document.

#### COVENANTS

1. All of the recitals set forth above are true and accurate and are incorporated herein by this reference.



2. The Deed Restriction, Covenant, and Indemnification Agreement granted and agreed to herein by Owner is perpetual, subject to termination only upon the written approval and concurrence of the City of Long Beach, which City approval shall be memorialized by a written document recorded with the County Recorder's Office releasing Owner from the obligations of Owner as set forth in this document.

3. Owner(s) is/are obligated to inform any successors or assigns of Owner, or occupants of the Property that is the subject of this Agreement concerning the contents of this Agreement including, but not limited to, the existence of an active, idle or abandoned oil or gas well(s), on or immediately adjacent to, the Property, as well as any and all Conditions of Approval issued by the City with respect to the initial Project approvals and/or entitlements with respect to the subject Property.

4. Owner(s) is/are obligated to inform any successors or assigns of Owner, or occupants of the Property, that at the time of construction that any oil or gas well or wells located on the Property were leak tested and found not to leak, based upon the date that testing was performed.

5. Owner(s) is/are obligated to inform any successors or assigns of Owner, or occupants of the Property, that either CalGEM, or the City may order the abandonment or re-abandonment of any oil or gas well on the Property should it leak, or otherwise pose a serious risk of harm to any member of the public in the future.

6. Owner(s) is/are obligated to inform any successors or assigns of Owner, or occupants of the Property, that CalGEM and the City do not, and have not, recommended building over, on, or in close proximity to an active, idle or abandoned oil or gas wells; but rather that Owner has voluntarily and with conscious thought chosen to undertake such activity of its own volition and without the recommendation of the City of Long Beach, or any other governmental entity..

## **INDEMNIFICATION**

Owner agrees to and shall and hereby does indemnify, protect and hold harmless the City and each of its Council members, Mayor, trustees, boards, officers, employees, agents, representatives and/or designees (collectively, "Indemnified Parties") from and against any and all liability, claims, demands, damages, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including claims or demands of economic damages or losses, and including all attorneys' fees, all court costs, all expert and witness fees, and all such other costs and fees of litigation, arising out of or alleged to have arisen out of, or in whole or in part, out of or in connection with (i) the use of the Property or any equipment or materials located thereon, including, but not limited to any and all construction undertaken by, or on behalf of Owner, on, or in close proximity to, any active, idle or abandoned oil or gas wells., or from any construction or operations of whatever nature conducted thereon by Owner, its agents, employees or invitees, or by any person or persons acting on behalf of Owner and with Owner's knowledge and consent, express or implied, (ii) the condition or state of repair and maintenance of the Property; (iii) the construction, improvement or repair of the improvements and facilities on the Property by Owner, its officers, employees, contractors, agents or invitees, or by any person or persons acting on behalf of Owner and with Owner's knowledge and consent, express or implied; (iv) Permittee's failure or refusal to comply with the provisions of

any federal, state or local regulations or laws pertaining to the safety of the Property or of equipment located upon the Property; or (v) the detection or presence of any hydrocarbon contaminants in the soil or water on or in the vicinity of the Property, regardless of whether the source of the contaminant(s) have/has been identified, or whether the contaminants are related to the actions authorized by the Permit or permits or entitlement by the City giving rise to this Agreement (collectively "Claims" or individually "Claim"). Owner recognizes and acknowledges that this broad indemnity provision and Agreement is a major inducement and consideration for the construction permit or other entitlement of whatever nature issued by the City in connection with the Property, as described above and the permission herein granted.

In addition to Owner's duty to indemnify, Owner shall have a separate and wholly independent and separate duty to defend the City and the other Indemnified Parties at Owner's sole expense by legal counsel approved and retained by the by City in its sole discretion, from and against all claims whatsoever, and shall continue this defense until the claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Owner shall be required for the duty to defend to arise or continue. City shall notify Owner of any Claim or lawsuit, shall tender the defense of the Claim or lawsuit to Owner, and shall assist Owner, as may be reasonably requested, in the defense. Nothing in this provision precludes Owner from seeking contribution from parties other than the City or the other Indemnified Parties pursuant to this Agreement whose facilities, or activities, or actions, may have contributed, in whole or in part, to the circumstances giving rise to the claim or lawsuit in the first instance. Owner recognizes that this broad duty to defend provision is a major inducement and consideration by City for the issuance of a construction permit or other entitlement, as well as the permissions herein granted.

Nothing in this Agreement or any entitlements, construction, or other permits issued or granted by the City with respect to the subject Property shall transfer any responsibility for actual or alleged environmental contamination to the City of Long Beach, or any of the other parties to be indemnified by this Agreement related to Owner's voluntary and conscious decision to undertake any construction activity on, or in close proximity to, any active, idle or abandoned oil or gas wells, whether such contamination is known or unknown to Owner at the time of the making of this Agreement, or at any time thereafter. Further, Owner, its successors and assigns shall, at Owner's sole expense and with counsel reasonably acceptable to the City of Long Beach, and chosen in the City's sole discretion, defend, indemnify, protect, and hold the City of Long Beach, its Boards, Commissions, and their officials, employees and agents (collectively, "Indemnified Parties"), harmless from and against any and all "Environmental Risks." As used herein, "Environmental Risks" means and includes any and all actual or threatened losses, (including loss of use and diminution in value of the Property), all direct and indirect costs associated with any remedial action (including the repair, replacement or restoration of improvements and equipment; and monitoring and other closure requirements imposed by any governmental entity), liabilities, demands, claims and causes of action (including those asserted by third parties for personal injury, illness, death, and damage to real and personal property), damages (including natural resource damages, consequential damages and punitive damages), expenses (including experts' and consultants' fees and disbursements), reasonable attorneys' fees and disbursements for outside counsel (including those incurred at trial, on appeal, or in enforcing this permit, and regardless of the outcome), fines, assessments, penalties, forfeitures, judgments, settlements, orders, equitable relief of any kind, suffered, paid, incurred by, or sought



from the City or any Indemnified Party in connection with, in whole or in part, or arising or allegedly arising, directly or indirectly out of the issuance of any construction or other permit or entitlement issued by the City with respect to the Property :

**Term.** This Covenant and Agreement shall be deemed effective for all purposes as of the date first set forth above and shall continue in perpetuity and in no event shall said Covenant be released discharged or otherwise extinguished without the written authority of the Director of Development Services of the City of Long Beach or his/her designee being first obtained.

**Severability of Provisions.** In the event that any portion of this Covenant and Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Covenant and Agreement and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Covenant and Agreement.

**Governing Law and Interpretation.** This Covenant shall be governed and interpreted under and in accordance with the laws of the State of California without regard for any conflicts of law provisions there. This Covenant shall be interpreted as though fully negotiated and drafted by all parties hereto equally. In the event of an ambiguity or question of intent or interpretation arises; no presumption or burden of proof shall arise favoring or disfavoring any party by the authorship of any of the provisions of this Covenant and Agreement.

**Entire Covenant.** This Covenant and Agreement constitutes the entire agreement relating to Owner’s voluntary and conscious decision to undertake construction activity on the Property on, or in close proximity to, an active, idle or abandoned oil or gas wells as set forth and described herein.

**Notices.** Notices provided for in this Covenant shall be in writing and shall be deemed sufficiently given either when delivered personally at the appropriate address set forth below (in which event, such notice shall be deemed effective only upon such delivery) or three days (72 Hours) after deposit of same in any United States post office box in the state to which the notice is addressed, , postage prepaid, addressed as set forth below.

- a. Notices to Owner shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- b. Notices to the City of Long Beach:

Development Services, Building & Safety  
411 W. Ocean Blvd., 2nd Floor  
Long Beach, CA 90802

IN WITNESS WHEREOF, the parties hereto have executed this Covenant as of the date first set forth above.

OWNER

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

*[Attach Notarial Acknowledgment]*

APPROVED AS TO FORM

Date: \_\_\_\_\_

CHARLES PARKIN, CITY ATTORNEY

By \_\_\_\_\_

MJM:kjm A21-00834 8/17/21

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT (Civil Code § 1189)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California     )

County of Los Angeles    )

On \_\_\_\_\_, before me, \_\_\_\_\_  
a Notary Public, personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT (Civil Code § 1189)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

On \_\_\_\_\_, before me, \_\_\_\_\_  
a Notary Public, personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

**Attachment 3  
Notice of Well Abandonment Completion**

Date

[Addressee]

[Title]

[Organization]

[Address]

[City, State Zip]

**Well Name:**

**Well APN Number:**

**Location:**

**Permit Number: BFFS...**

Dear [Salutation]:

This compliance letter (Final Notice) has been issued as an indication that the well referenced above meets the City of Long Beach "Well Abandonment Equivalency Standards" as established by the Long Beach Municipal Code (LBMC) Chapter 18.78. The City Equivalency also stipulates that the project developer/owner will be ultimately responsible for all liabilities arising from the well after the abandonment.

If you have questions regarding this matter, please contact the City of Long Beach Oil Code Development Coordinator at (562) 570-0000.

Sincerely,

David Khorram, P.E., C.B.O., C.G.B.P.  
Superintendent of Building and Safety

DK:KQ

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CC: Oscar Orci, Director of Development Services  
Project File

To request this information in an alternative format or to request a reasonable accommodation, please contact the Development Services Department at [longbeach.gov/lbds](http://longbeach.gov/lbds) and 562.570.3807. A minimum of three business days is requested to ensure availability; attempts will be made to accommodate requests with shorter notice.

**Fees:** Applicable permit fees are summarized below:

<b>SPECIAL SERVICES AND INSPECTION FEES</b>			
Well Head Inspection	Inspector will coordinate with the oil operator and CALGEM to witness a leak test on the well head. After the test is accepted and the well head is not leaking, the well head plate is inspected for the proper well data and then the well head plate is approved to be welded. If a vent cone will not be installed, the well is approved to cover.	Fully Loaded Senior CBI @ Step 7: \$66.80/hr 1 hr: Labor-\$68.80 Gen Plan-\$2.54 Tech-\$1.37 <b>Total: \$72.71</b>	Inspection
Vent Cone Inspection	After proof is provided that the well is not leaking, and the well head is at an acceptable depth, a vent cone may be set. The inspector will verify that the cone is approved, allowing the setting of the cove over the well head. Inspector will witness the backfill of rock inside the void of the cone and ensure that the proper sealant and glues are used for the cone and venting or an equivalent method. The inspector documents the process with pictures and approves a backfill.	Fully Loaded Senior CBI @ Step 7: \$66.80/hr 2 1/2 hrs: Labor-\$167.00 Gen Plan-\$6.35 Tech-\$3.34 <b>Total: \$176.69</b>	Inspection
Combined Well Head & Vent Cone Inspection	Witness the leak test of the well, observe the welding of the well head plate. After the plate is secured the lower section of the vent cone is placed and filled with rock. An adhesive is applied, and the upper section of the cone is lowered into place. The vent piping is installed, and the inspector installs WARNING TAPE on the vent designating the vent as a well vent. The inspector documents the process with pictures and approves the backfill of the area.	Fully Loaded Senior CBI @ Step 7: \$66.80/hr 3 1/2 hrs: Labor-\$233.80 Gen Plan-\$8.88 Tech-\$4.68 <b>Total: \$247.36</b>	Inspection

<b>OIL WELL RELATED REVIEW FEES</b>			
Well Abandonment Review	For Well Types 1, 3, and 4, which require code modifications	<b>\$319/hr</b>	Oil Well
Well Abandonment Review for Equivalency Standard	For Well Type 2, which require Peer Review and code modifications	<b>Peer Review Fee plus \$319/hr</b>	Oil Well

Type 1- Well abandoned to current CALGEM standards, meeting Long Beach safety standards.

Type 2- Well abandoned to previous CALGEM standards, meeting Long Beach Equivalency standards.

Type 3- Well abandoned to previous CALGEM standards, not meeting Long Beach Equivalency standards.

Type 4- Non-impacted well, well that will not be constructed near or over and will remain accessible, if require a plan check.