



VERONICA KELLEY, DSW, LCSW  
AGENCY DIRECTOR

JENNA SARIN, MSN, RN, PHN  
DIRECTOR OF PUBLIC HEALTH AND NURSING

DARWIN CHENG, JD, REHS  
DIRECTOR OF ENVIRONMENTAL HEALTH

MAIL: PO BOX 25400  
SANTA ANA, CA 92799  
OFFICE: 1241 E. DYER RD, STE 120  
SANTA ANA, CA 92705  
TELEPHONE: (714) 433-6000  
E-MAIL: ehealth@ochca.com

**PUBLIC HEALTH SERVICES  
ENVIRONMENTAL HEALTH DIVISION**

January 9, 2026

Chris Nichelson  
MILAN REI X, LLC  
701 South Parker St., Suite 5200  
Orange, CA 92868

**Sent via email:** [chris@milancap.com](mailto:chris@milancap.com)

**Subject: Requested Alteration of Stockpile H to Accommodate Truck Hauling Route for Proposed Mabury Residential Development dated December 10, 2025 for Rio Santiago Disposal Site located at 6145 E. Santiago Canyon Road, Orange, CA (SWIS No. 30-AB-0472)**

Dear Mr. Nichelson:

The Orange County Health Care Agency, Environmental Health Division is the certified local enforcement agency (LEA) for Orange County, and authorized and obligated to enforce solid waste laws and regulations pursuant to California Public Resource Code (PRC) Sections 43209 and 45000 et seq., and Title 14 of the California Code of Regulations (14 CCR) § 18080 et seq. Pursuant to PRC Section 43200.5(b), in enforcing Part 4, 5 and 6 of Division 30 of the PRC and regulations that implement them, the LEA carries out a state function and thus its actions are independent from, and not subject to the authority of, the Orange County Board of Supervisors.

On June 16, 2022, Milan and the LEA signed a Stipulated Notice & Order (SNO) that required Milan to close the site as a solid waste facility and implement a post-closure maintenance plan and land use plan in accordance with 27 CCR. To that effect, the SNO required Milan to conduct soil analytical and geotechnical investigation/testing of the site within specified timelines. In addition, the SNO required Milan to conduct analytical investigation/testing of the site's stockpiles and to remove (in accordance with an approved plan) all stockpiles that the LEA determines are contaminated based on the results of the stockpiles' analytical investigation/testing. The SNO was subsequently amended on July 1, 2024 (Amendment No. 1), and again on October 31, 2025 (Amendment No. 2). On February 19, 2025, Milan executed a cleanup agreement for regulatory oversight with the Santa Ana Regional Water Quality Control Board (SARWQCB) for reviewing the investigation data conducted to date under LEA's oversight and for the remaining investigatory work.

On December 12, 2025, Verdantas Inc. (on behalf of Milan) submitted a proposal with supplemental information on December 22, 2025 to the LEA and SARWQCB requesting alteration of Stockpile H to accommodate a truck hauling route for the proposed Mabury Residential Development located to the north of the subject site. The proposal requests relocation of approximately 12,765 cubic yards (CY) of

Chris Nichelson  
January 9 2026  
Page 2 of 2

Stockpile H soil, to be moved north center of the site to create a truck route for transporting clean imported fill to the Mabury Residential Development site. Milan also proposes using about 1,275 CY of the removed soil from Stockpile H to provide the fill needed in specific areas to , further widen the truck-haul route.

On December 23, 2025, the SARWQCB approved the subject proposal with conditions to address fugitive dust emissions per South Coast Air Quality Management District (SCAQMD) Rule 1466, implement erosion control measures, avoid disturbing the remaining on-site stockpiles, and provide the source of clean imported fill material. The LEA concurs with the SARWQCB approval in accordance with Amendment No. 2 of the SNO (enclosed).

If you have any questions, please contact Dan Weerasekera by phone at (714) 433-6255 or by email at [dweerasekera@ochca.com](mailto:dweerasekera@ochca.com)

Sincerely,

Dan Weerasekera

Digitally signed by Dan

Weerasekera

Date: 2026.01.09 09:07:35 -08'00'

Dan Weerasekera  
Hazardous Materials Specialist  
Solid Waste Local Enforcement Agency  
Environmental Health Division

cc: Lauren Robinson, Orange County Environmental Health Division  
Shyamala Rajagopal, Orange County Solid Waste LEA  
Soheil Afshari, Orange County Solid Waste LEA  
Tamara Escobedo, Orange County Environmental Health Division  
Stephanie Young, CalRecycle  
Casey Yearout, CalRecycle  
Garrett Kakishita, South Coast Air Quality Management District  
Cindy Li, Santa Ana Regional Water Quality Control Board  
Pamela Ybarra, Santa Ana Regional Water Quality Control Board  
Alan Kuoch, Santa Ana Regional Water Quality Control Board  
Robin J. Ferber, Leighton and Associates, Inc.  
Michael J. Priestaf, Leighton and Associates, Inc.  
Peter Duchesneau, Manatt, Phelps & Phillips, LLP Robert Garcia, City of Orange  
Russel Bunim, City of Orange  
Chris Cash, City of Orange  
Joscelyn Gadzinski, Deputy County Counsel, Office of County Counsel  
CalRecycle/LEA SWIS Portal

48P

RECORDING REQUESTED BY:

Milan Capital Management Inc.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Christopher Nichelson  
Milan REI X LLC  
701 South Parker Street, Suite 5200  
Orange, California 92868

Recorded in Official Records, Orange County

Hugh Nguyen, Clerk-Recorder



\$132.00

\* \$ R 0 0 1 5 9 0 1 9 4 6 \$ \*

2025000313386 02:53 pm 11/14/25

480 CR-SC05 A17 16

0.00 0.00 0.00 0.00 45.00 0.00 0.00 0.00 75.00 0.00

---

SPACE ABOVE LINE FOR RECORDERS USE

All portions of APNs 093-280-05, 093-280-07, 093-280-27, 093-280-29, 093-280-31, 370-041-12, 370-041-25, and 370-011-22 and only certain portions of APNs 093-280-30, 370-011-08, 370-011-18, and 370-141-19.

IT  
14P  
SB  
NAP

AMENDMENT NO. 2 TO STIPULATED NOTICE AND ORDER

**AMENDMENT NO. 2  
TO  
STIPULATED NOTICE AND ORDER**

This Amendment No. 2 to the Stipulated Notice and Order ("Amendment No. 2 to the Stipulated N&O") dated as of ~~November 14~~, 2025, is made and entered into by and between Orange County Health Care Agency, Environmental Health, acting as the Solid Waste Local Enforcement Agency for County of Orange (the "LEA"), and Milan REI X, LLC ("Milan"), a California limited liability company. For purposes of this Stipulated N&O, Milan shall mean and refer to Milan, its directors, officers, employees, agents, contractors, subcontractors, consultants, and/or affiliates.

**RECITALS**

- A. Milan is the owner and operator of that certain real property commonly known as 6145 E. Santiago Canyon Road in the City of Orange, County of Orange, State of California, comprising of Assessor's Parcel Nos. ("APN") 093-280-05, 093-280-07, 093-280-27, 093-280-29, 093-280-30, 093-280-31, 370-011-08, 370-011-18, 370-011-21, 370-011-22, 370-041-12, 370-041-25, 370-141-19, 370-213-01, 370-225-01, and 370-225-02 (the "Property"), as shown on Attachment "A" of the Stipulated Notice and Order (the "Stipulated N&O"). All portions of APNs 093-280-05, 093-280-07, 093-280-27, 093-280-29, 093-280-31, 370-041-12, 370-041-25, and 370-011-22 and only certain portions of APNs 093-280-30, 370-011-08, 370-011-18, and 370-141-19 as specifically shown in Attachment "B" and described in Attachment "C," attached to the Stipulated N&O, are subject to the terms of the Stipulated N&O (the "Site"). Certain other portions of APNs 093-280-30, 370-011-08, 370-011-18, 370-141-19, and the entirety of APNs 370-011-021, 370-213-01, 370-225-01, and 370-225-02 as specifically shown as outside the boundaries of the Site, on Attachment "D," attached to the Stipulated N&O, are not subject to the Stipulated N&O.
- B. The LEA and Milan entered into that certain Stipulated N&O, dated June 16, 2022, which concerns certain portions of the Property defined as the Site, and recorded with the Orange County Clerk-Recorder's Office on July 12, 2022, as Instrument No. 2022000244314, and incorporated herein by this reference.
- C. The LEA and Milan entered into that certain Amendment No. 1 to Stipulated Notice and Order, on July 1, 2024, which extended the term until June 30, 2026, and recorded with the Orange County Clerk's Recorder's Office on August 21, 2024, as instrument 2024000215290, and incorporated herein by this reference (the "Amendment No. 1").
- D. The LEA and Milan have made good faith efforts to satisfy the requirements of the Stipulated N&O, including significant work by Milan's professional consultants and LEA staff in accordance with the Stipulated N&O's investigative elements, including:
  1. Submittal by Milan and approval by the LEA of a workplan for subgrade testing, the Revised Subgrade Testing and Geotechnical Workplan for June 16, 2022 Stipulated Notice and Order, dated March 14, 2024 (approved by the LEA on March 15, 2024) (the "Subgrade Workplan"), as required by Subsection 3.3;
  2. Submittal of a map by Milan to the LEA specifying the location and reasonably accurate estimate of the amount (in cubic feet or yard) of material contained in each of

the stockpiles on August 1, 2022 (updated September 13, 2022), as required by Subsection 5.3;

3. Submittal of a report to the LEA identifying the general origin of each of the stockpiles on August 15, 2022, as required by Subsection 5.4;
4. Submittal by Milan and approval by the LEA of a workplan for analytical testing of the stockpiles, as required by Subsection 5.5.1, which included the Final Revised Environmental Sampling Workplan for Stockpiled Material Testing for June 16, 2022 Stipulated Notice and Order, dated December 27, 2023 (approved by the LEA on December 28, 2023); Addendum #1 to Final Revised Environmental Sampling Workplan for Stockpiled Material Testing, dated January 19, 2024 (approved by the LEA on January 22, 2024); Addendum #2 to Final Revised Environmental Sampling Workplan for Stockpiled Material Testing, dated April 22, 2024 (approved by the LEA on April 23, 2024); Addendum #3 to Final Revised Environmental Sampling Workplan for Stockpiled Material Testing, dated June 21, 2024 (approved by the LEA on July 9, 2024); Addendum #4 to Final Revised Environmental Sampling Workplan for Stockpiled Material Testing, dated June 21, 2024; and Memorandum on Sampling Method Deviation for Addendum #4, dated August 14, 2024 (approved by the LEA on August 20, 2024) (collectively, the “Stockpile Sampling Workplan”); and
5. Recordation by Milan with the Orange County Clerk-Recorder Office of (i) a description of the former Inert Debris Engineered Fill Operation (“IDEFO”) operated by MTS Inc. at the Site from 2011 – 2013 on October 13, 2022; and (ii) the Stipulated N&O on July 12, 2022, as required by Subsections 8.1 and 11.1.

E. Milan has completed the sampling and testing in accordance with the Stockpile Sampling Workplan and Addendums.

F. The subgrade sampling and testing in accordance with the Subgrade Workplan is ongoing. Depending upon the findings obtained, soil vapor and/or methane gas sampling may be required, for which Milan will submit a workplan, in accordance with the Stipulated N&O and as provided in the Subgrade Workplan.

G. On June 19, 2024, Leighton submitted its initial report to the LEA, the Stockpile H Characterization Report and, on September 23, 2024, the LEA responded to the Stockpile H Characterization Report.

H. As a result of a dispute over the Stockpile H Characterization Report, on October 8, 2024, Milan filed a Request for Hearing pursuant to Public Resources Code (“PRC”) section 44310 (“Hearing Request”). Thereafter, the LEA and Milan jointly requested that the hearing be stayed to allow Milan to explore and potentially work out arrangements with another agency with authority to oversee the completion of the investigation requirements of the below grade soil and stockpiled material at the site required under the Stipulated N&O.

I. On November 15, 2024, Milan submitted an application to the California Department of Toxic Substances Control (“DTSC”) under the agency’s Voluntary Oversight Program.

J. On November 22, 2024, DTSC informed Milan that it received the application and was moving forward with the application process, including reviewing the application and conferring with the

Santa Ana Regional Water Quality Control Board (“SA-RWQCB”) to determine the appropriate lead regulatory agency.

- K. On December 19, 2024, DTSC and the SA-RWQCB determined that the SA-RWQCB would be the oversight agency for Milan’s Voluntary Oversight Program.
- L. On February 18, 2025, the SA-RWQCB sent an agreement for its Oversight Cost Reimbursement For Site Cleanup Program to Milan (the “Oversight Agreement”).
- M. On February 19, 2025, Milan executed the Oversight Agreement, which the LEA and Milan anticipate will extend until the work contemplated by the agreement is completed.
- N. On March 6, 2025, representatives of the SA-RWQCB and the LEA met with Milan, its consultant (Leighton (nka Verdantas)), and its counsel to address the next steps for transitioning the oversight of Milan’s investigation to the SA-RWQCB.
- O. On March 25, 2025, counsel for Milan had a call with County Counsel and the LEA to meet and confer as to amending the Stipulated N&O.
- P. In light of the progress and stage of the investigations under the Stipulated N&O, the LEA and Milan believe that it would be advantageous for the responsibility for reviewing the investigation data conducted to date and oversight for the remaining investigatory work under Sections 3, 4 and 5 of the Stipulated N&O, except as noted herein, to be delegated to the SA-RWQCB, an agency with additional technical expertise and resources.
- Q. In consideration of this amendment to the Stipulated N&O, under which the LEA delegates authority to the SA-RWQCB to review and consider the Stockpile H and other investigation reports under the Stipulated N&O (including for potential material use offsite), Milan agrees to withdraw the Hearing Request without prejudice upon execution of this amendment to the Stipulated N&O.
- R. The LEA and Milan hereby agree to amend the Stipulated N&O to reflect the assignment of responsibility for overseeing and making final decisions concerning the investigations of the stockpiles and soils at the Site to the SA-RWQCB under the Oversight Agreement in accordance with its authority and to extend the term of the Stipulated N&O to June 30, 2027.

**NOW, THEREFORE**, for and in consideration of the above recitals and the mutual covenants contained herein, the LEA and Milan hereby agree as follows:

- 1. Section 2 shall be renumbered to Subsection 2.1.
- 2. The following Section 2 shall be added to the Stipulated N&O:
  - “2. IDEFO Acknowledgements”
- 3. The following Subsection 2.2 shall be added to the Stipulated N&O:
  - “2.2 Milan understands that even if it complies with all directives and/or recommendations of the SA-RWQCB and/or the LEA, and requirements of this Stipulated N&O, it may still have to comply with other local or state law for

any activities or operations at the Site, depending on what activities or operations are proposed.”

4. The following Subsections 3.05 and 3.10 shall be added to the Stipulated N&O:

“3.05 Under the original Stipulated N&O, the LEA and Milan agreed to the terms of a site investigation and post investigation activities set forth in Subsections 3.1 through 3.9. The LEA and Milan acknowledge that Milan has entered into an Oversight Agreement with the SA-RWQCB, as set forth in paragraphs I-M of the recitals. The LEA and Milan agree that pursuant to the Oversight Agreement, Milan shall complete the investigation of the Site’s soil below the current grade level pursuant to Subsections 3.1 through 3.9 and in accordance with the Subgrade Workplan approved by the LEA and as may be amended as approved by the SA-RWQCB. The completion of the site investigation under the oversight of the SA-RWQCB will substitute for the original agreed upon testing by Milan and determinations by the LEA as set forth in Subsections 3.1 through 3.7, Subsection 3.8 criterion (iii), and Subsection 3.9 criterion (iii); except that the LEA will make the determinations as to Subsection 3.8 criteria (i) and (ii) and Subsection 3.9 criteria (i) and (ii), and except that the LEA retains oversight as set forth in Subsection 3.9 for monitoring and control under 27 California Code of Regulations (“CCR”) section 20921 and/or land use restrictions as consistent with 27 CCR sections 21090 through 21200 to the extent applicable. Any review and determinations required by the LEA as to Subsection 3.8 criteria (i) and (ii) and Subsection 3.9 criteria (i) and (ii) shall be made concurrently with the investigation being overseen by the SA-RWQCB. If for any reason Milan does not complete such site investigation under the oversight of the SA-RWQCB, Milan agrees to resume the site investigation and post investigation activities set forth in Subsections 3.1 through 3.9 under the oversight of the LEA. If Milan completes the site investigation and post investigation activities under the oversight of the SA-RWQCB, Milan shall not be required to comply with Subsections 3.1 through 3.7, Subsection 3.8 criterion (iii), and Subsection 3.9 criterion (iii) under the oversight of the LEA, except that the LEA will make the determinations as to Subsection 3.8 criteria (i) and (ii) and Subsection 3.9 criteria (i) and (ii), and except that the LEA retains oversight as set forth in Subsection 3.9 for monitoring and control under 27 CCR section 20921 and/or land use restrictions as consistent with 27 CCR sections 21090 through 21200 to the extent applicable. The terms of Subsection 3.10, below, apply only if Milan completes site investigation under the oversight of the SA-RWQCB.”

“3.10 Except as otherwise authorized by applicable authorities and this Stipulated N&O, Milan may not conduct any operations (i.e., excavation, IDEFO, grading, moving, etc.) at the Site that involve use of the soil below or above the current grade level prior to (i) completing the investigation of the Site’s soil in accordance with this Section 3 and (ii) receiving approval from the SA-RWQCB that the soil does not require corrective action or will be subject to appropriate corrective action measures that will ensure protection of human health, safety, and the environment considering the use of the property, the determination of which shall be final and binding upon the LEA. For the

avoidance of doubt, Milan may nevertheless conduct operations (i.e., excavation, IDEFO, grading, moving, etc.) using those portions of material that have been investigated and approved by the SA-RWQCB even if the entire investigation of all soil and material on the Site is not complete.”

5. The following Subsections 4.05, 4.7, and 4.8 shall be added to the Stipulated N&O:

“4.05 Under the original Stipulated N&O, the LEA and Milan agreed to the terms of geotechnical testing of the Site to determine the extent boundaries of waste units as set forth in Subsections 4.1 through 4.6. The LEA and Milan acknowledge that Milan has entered into an Oversight Agreement with the SA-RWQCB, as set forth in paragraphs I-M of the recitals. The LEA and Milan agree that pursuant to the Oversight Agreement, Milan shall complete the geotechnical testing of the Site pursuant to Subsections 4.1 through 4.6 to determine the boundaries of waste units, if any, in the Site’s subsurface soil to the extent waste units in the Site’s soil are detected as part of the analytical testing conducted in accordance with the Subgrade Workplan approved by the LEA and as may be amended as approved by the SA-RWQCB. The completion of geotechnical testing under the oversight of the SA-RWQCB will substitute for the original agreed upon testing set forth in Subsections 4.1 through 4.6. If for any reason Milan does not complete such geotechnical testing of the Site under the oversight of the SA-RWQCB, Milan agrees to resume geotechnical testing set forth in Subsections 4.1 through 4.6 under the oversight of the LEA. If analytical testing identifies waste units in soil and Milan is required to complete the geotechnical investigation under the oversight of the SA-RWQCB, Milan shall not be required to comply with Subsections 4.1 through 4.6 under the oversight of the LEA. The terms of Subsections 4.7 and 4.8 apply only if Milan completes geotechnical testing under the oversight of the SA-RWQCB.”

“4.7 Milan shall submit the final report prepared for the SA-RWQCB to the LEA upon submission to the SA-RWQCB. The LEA shall review the final report, within 60 calendar days from the date the LEA received the report, and notify Milan and the SA-RWQCB of its concurrence or any comments it might have regarding the report. If waste units are identified and geotechnical testing is required, except as otherwise authorized by applicable authorities, and this Stipulated N&O, Milan may not conduct any operations (i.e., excavation, IDEFO, grading, moving, etc.) at the Site prior to completing the geotechnical testing, as approved by the SA-RWQCB, the determination of which shall be final and binding upon the LEA.

4.8 If the SA-RWQCB determines that waste units were identified in the Site’s subsurface soil, Milan will submit a future workplan for SA-RWQCB and LEA approval to address the closure or appropriate disposal of identified waste units if required pursuant to 27 CCR sections 20950 et seq. and 21770.”

6. Subsections 5.5.7 and 5.6 of the Stipulated N&O shall be deleted in their entirety and replaced with the following:

“5.5.7 Any stockpile or part thereof that the LEA determines may remain on the Site for use in accordance with Subsection 5.5.5, above, shall not be stored on the Site for longer than 9 months from the date the LEA informs Milan of such determination. The LEA may not unreasonably withhold approval of a request from Milan to extend the 9-months storage time for a longer time-period, provided the request for extension is a one-time extension only and is directly related to the use of the stockpile in accordance with Subsection 5.5.5 above, as authorized under applicable law. The extension request by Milan shall be in writing and include a storage plan that follows the standards of 14 CCR section 17384. The extension request shall be based on the most current information that demonstrates that the additional time does not increase the potential harm to public health, safety, and the environment. The LEA may consult with other agencies in making the determination to approve the request. The stockpiles shall be maintained during storage time on the Site until they are utilized in an IDEFO and/or in any other type of fill operation authorized under applicable law on the Site in accordance, and inspected by the LEA for compliance, with the standards specified in CCR, Titles 14 and 27, including section 17384 of the Title 14.

5.6 Stockpiles' Suitability for Use in IDEFO or Fill Operations. Milan shall submit to the LEA a letter that is written and signed by a Registered Civil Engineer, Certified Engineering Geologist, or similar professional licensed by the State of California that specifically states which of the stockpiles labeled under Subsection 5.2 are suitable for use in an IDEFO, as defined in 14 CCR section 17388, subdivision (l), and/or in any other type of fill operation authorized under applicable law on the Site, in accordance with Section 7, below, and/or any other location offsite. Milan shall submit this letter to the LEA no later than 30 calendar days after the determination by the LEA that the stockpile, or parts thereof, is acceptable for use in accordance with Subsection 5.5.5.”

7. The following Subsections 5.05, 5.7, 5.8, 5.9, and 5.10 shall be added to the Stipulated N&O:

“5.05 Under the original Stipulated N&O, the LEA and Milan agreed to the terms of a site investigation of the Site and post investigation activities as set forth in Subsections 5.1 through 5.6. The LEA and Milan acknowledge that Milan has entered into an Oversight Agreement with the SA-RWQCB, as set forth in paragraphs I-M of the recitals. The LEA and Milan agree that pursuant to the Oversight Agreement, Milan shall complete the investigation of the stockpiles in accordance with a Stockpile Workplan approved by the LEA and as may be amended as approved by the SA-RWQCB. The completion of the site investigation under the oversight of the SA-RWQCB will substitute for the original agreed upon analytical testing set out in Subsections 5.1 through 5.6. If for any reason Milan does not complete the investigation under the oversight of the SA-RWQCB, Milan agrees to resume the site investigation activities described in Subsections 5.1 through 5.6 under the oversight of the LEA. If Milan completes the investigation under the oversight of the SA-RWQCB, Milan shall not be required to comply with Subsections 5.1 and 5.6 under the

oversight of the LEA. The terms of Subsections 5.7 through 5.10 apply only if Milan completes the investigation under the oversight of the SA-RWQCB.”

“5.7 Analytical Investigation/Testing of Stockpiles’ Materials Under the Oversight of the SA-RWQCB. Pursuant to the Oversight Agreement, Milan shall prepare and submit reports of its investigation in accordance with the Stockpile Sampling Workplan, and as reasonably necessary, to determine the presence of any contaminants in the stockpile, or parts thereof, above the levels that pose an unacceptable risk to human health, safety, and the environment.

5.7.1 If upon review of the report, the SA-RWQCB determines that the results of the analytical investigation/testing do not indicate the presence of any contaminants in the stockpile above the levels that would pose an unacceptable risk to human health, safety, and the environment under the conditions of the SA-RWQCB’s approved use, the stockpile or parts thereof, as applicable, may remain on the Site to be utilized in an IDEFO and/or in any other type of fill operation authorized under applicable law on the Site, in accordance with Section 7, below, and/or other location as consistent with the requirements set forth in Subsection 5.10, below. The LEA agrees to accept the SA-RWQCB’s findings and decisions regarding the investigation as final and binding. Milan may remove material from stockpiles, or parts thereof, determined to not have the presence of contaminants that pose an unacceptable risk to human health, safety, and the environment under the conditions of the SA-RWQCB’s approved use in accordance with this Subsection 5.7.1, from the Site to an offsite location, in accordance with a workplan submitted to the LEA for review in accordance with applicable regulations. The LEA shall review the workplan within 30 days from the date it receives the workplan and shall not unreasonably withhold approval.

5.8 Stockpiles’ Suitability for Use in IDEFO or Fill Operations. Milan shall submit to the LEA a letter that is written and signed by a Registered Civil Engineer, Certified Engineering Geologist, or similar professional licensed by the State of California that specifically states which of the stockpiles labeled under Subsection 5.2 are suitable for use in an IDEFO, as defined in 14 CCR section 17388, subdivision (l), and/or in any other type of fill operation authorized under applicable law on the Site, in accordance with Section 7, below, and/or any other location off-site. Milan shall submit this letter to the LEA no later than 30 calendar days after the determination by the SA-RWQCB that the stockpile, or parts thereof, is acceptable for use in accordance with Subsection 5.7.1, above.

5.9 If upon review of the report, the SA-RWQCB determines that the results of the analytical investigation/testing reasonably indicate the presence of any contaminants in the stockpile or part thereof above the levels that pose an unacceptable risk to the human health, safety, and the environment in instances requiring action, within 60 calendar days, Milan shall develop a workplan that describes the safe removal of the contaminated stockpile(s) or the contaminated

parts thereof requiring action by the SA-RWQCB, including all reasonably necessary timelines for accomplishing the removal. The LEA shall review the workplan and, within 60 calendar days, in conjunction with the SA-RWQCB, approve or reject with comments regarding any deficiencies. In the event of noted deficiencies, Milan shall revise the workplan based on the LEA's comments, but no later than 45 calendar days from the date that Milan receives the LEA's comments. The LEA shall not unreasonably withhold approval of a final workplan for the removal of contaminated stockpiles or contaminated parts thereof. Upon approval by the LEA, and in conjunction with the SA-RWQCB, Milan shall implement the final approved workplan in accordance with the plan's requirements and timelines.

- 5.10 Any stockpile or part thereof that the SA-RWQCB determines may remain on the Site for use in accordance with Subsection 5.7.1 shall not be stored on the Site for longer than 9 months from the date the SA-RWQCB informs Milan of such determination. The LEA may not unreasonably withhold approval of a request from Milan to extend the 9-months storage time for a longer time-period, provided the request for extension is a one-time extension only and is directly related to use of the stockpile in accordance with Subsection 5.7.1, above, as authorized under applicable law. The extension request by Milan shall be in writing and include a storage plan that follows the standards of 14 CCR section 17384. The extension request shall be based on the most current information that demonstrates that the additional time does not increase the potential harm to public health, safety, and the environment. The LEA may consult with other agencies in making the determination to approve the request. The stockpiles shall be maintained during storage time on the Site until they are utilized in an IDEFO and/or in any other type of fill operation authorized under applicable law on the Site in accordance, and inspected by the LEA for compliance, with the standards specified in CCR, Titles 14 and 27, including section 17384 of the Title 14.”
8. The first sentence of Subsection 6.4 of the Stipulated N&O is deleted and replaced with the following:

“Milan shall submit to the LEA an operation plan within 60 calendar days after the SA-RWQCB notifies Milan of its determination pursuant to Subsection 5.7.1, above, or after the LEA notifies Milan of its determination pursuant to Subsection 5.5.5, above, whichever is applicable.”
9. Subsection 7.2 of the Stipulated N&O shall be deleted in its entirety and replaced with the following:

“7.2 Milan shall submit to the LEA, within 60 calendar days after receiving all approvals from the SA-RWQCB under Subsection 5.7.1, or from the LEA under Subsection 5.5.5, whichever is applicable, an operation plan regarding any Fill Operation Activity/IDEFO at the Site. Milan shall not commence any Fill Operation/IDEFO prior to receiving the LEA's approval of the operation plan. The operation plan shall be prepared by a licensed Civil Engineer, Certified Engineering Geologist, or similar professional licensed by the State

of California and shall be consistent with and meet the requirements specified in 14 CCR section 17388.3. The LEA shall review the operation plan and, within 45 calendar days, approve or reject with comments regarding any deficiencies. In the event of noted deficiencies, Milan shall revise the operation plan based on the LEA's comments, but no later than 30 calendar days from the date that Milan receives the LEA's comments. The LEA shall not unreasonably withhold approval of a final operation plan. Milan shall conduct all Fill Operation Activity/IDEFO at the Site in accordance with the approved operation plan.”

10. Subsection 12.1 of the Stipulated N&O shall be amended as follows:

“12.1 This Stipulated N&O shall be in effect as of its Effective Date and shall terminate on June 30, 2027, unless extended by the mutual agreement of the parties at their sole discretion. The LEA shall not unreasonably withhold extension of the term of this Stipulated N&O if Milan has made good faith effort to comply with the terms and conditions of this Stipulated N&O.”

11. Subsection 15.6 is hereby added as follows:

“15.6 Milan does not waive any rights with regard to appealing decisions of the Water Board, including without limitation its rights to seek review under Water Code section 13320. By executing this Amendment, Milan does not admit any facts or laws, including with regard to the applicability of Water Code sections 13267 or 13304.”

12. In all other respects and unless revised by this Amendment No. 2 to the Stipulated N&O the Stipulated N&O shall remain in full force and effect.

IN WITNESS WHEREOF, the LEA and Milan have executed this Amendment No. 2 to the Stipulated N&O on the day and year last written on the signature blocks below.

APPROVED AS TO FORM:

Counsel for Milan REI X, LLC

Milan REI X, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Pete Duchesneau, Partner  
Manatt, Phelps & Phillips, LLP

By: \_\_\_\_\_  
Christopher Nichelson  
President of Managing Agent

Date: October \_\_\_, 2025

Date: October \_\_\_, 2025

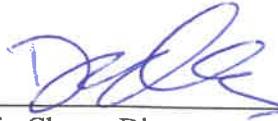
APPROVED AS TO FORM:

COUNTY COUNSEL

COUNTY OF ORANGE,  
a political subdivision of the State of California

Signed by:  
**Joscelynn Gadzinski**  
By: \_\_\_\_\_  
Joscelynn Gadzinski  
Deputy County Counsel

Date: October 31, 2025

By:   
Darwin Cheng, Director  
Environmental Health Division  
Orange County Health Care Agency

Date: October 31, 2025

ACKNOWLEDGEMENT APPEARS ON THE FOLLOWING PAGES

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 Orange )

On October 31, 2025, before me, Christine M. Long,  
(insert name and title of the officer)

Notary Public, personally appeared Darwin Cheng, 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 Christine M. Long (Seal)



## Certificate Of Completion

Envelope Id: AB82C245-AD51-4606-AA61-4469C80F502A

Status: Completed

Subject: Complete with DocuSign: Amendment No 2 to Stipulated Notice and Order LEA (Execution Version).pdf

Source Envelope:

Document Pages: 11

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Joscelynn Gadzinski

AutoNav: Disabled

joscelynn.gadzinski@coco.oc.gov

Enveloped Stamping: Disabled

IP Address: 104.129.198.56

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

## Record Tracking

Status: Original

Holder: Joscelynn Gadzinski

Location: DocuSign

10/31/2025 8:09:20 AM

joscelynn.gadzinski@coco.oc.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: County Counsel, County of Orange CA -

Location: DocuSign

Carahsoft OBO

## Signer Events

Joscelynn Gadzinski

### Signature

### Timestamp

joscelynn.gadzinski@coco.oc.gov

  
Signed by:  
**Joscelynn Gadzinski**  
9E310A2D1B8C4E4...

Sent: 10/31/2025 8:09:39 AM

Attorney

Viewed: 10/31/2025 8:09:45 AM

County Counsel

Signed: 10/31/2025 8:10:17 AM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style  
Using IP Address: 104.129.198.56

Freeform Signing

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

## Witness Events

### Signature

### Timestamp

## Notary Events

### Signature

### Timestamp

## Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

10/31/2025 8:09:39 AM

Certified Delivered

Security Checked

10/31/2025 8:09:45 AM

Signing Complete

Security Checked

10/31/2025 8:10:17 AM

Completed

Security Checked

10/31/2025 8:10:17 AM

## Payment Events

### Status

### Timestamps

IN WITNESS WHEREOF, the LEA and Milan have executed this Amendment No. 2 to the Stipulated N&O on the day and year last written on the signature blocks below.

APPROVED AS TO FORM:

Counsel for Milan REI X, LLC



By: \_\_\_\_\_  
Pete Duchesneau, Partner  
Manatt, Phelps & Phillips, LLP

Date: October 30, 2025

Milan REI X, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Christopher Nichelson  
President of Managing Agent

Date: October \_\_\_, 2025

APPROVED AS TO FORM:

COUNTY COUNSEL

By: \_\_\_\_\_  
Joscelynn Gadzinski  
Deputy County Counsel

Date: October \_\_\_, 2025

COUNTY OF ORANGE,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Darwin Cheng, Director  
Environmental Health Division  
Orange County Health Care Agency

Date: October \_\_\_, 2025

ACKNOWLEDGEMENT APPEARS ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the LEA and Milan have executed this Amendment No. 2 to the Stipulated N&O on the day and year last written on the signature blocks below.

APPROVED AS TO FORM:

Counsel for Milan REI X, LLC

Milan REI X, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Pete Duchesneau, Partner  
Manatt, Phelps & Phillips, LLP

By:   
Christopher Nichelson  
President of Managing Agent

Date: October \_\_\_, 2025

Date: October 30, 2025

APPROVED AS TO FORM:

COUNTY COUNSEL

COUNTY OF ORANGE,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Joscelynn Gadzinski  
Deputy County Counsel

By: \_\_\_\_\_  
Darwin Cheng, Director  
Environmental Health Division  
Orange County Health Care Agency

Date: October \_\_\_, 2025

Date: October \_\_\_, 2025

ACKNOWLEDGEMENT APPEARS ON THE FOLLOWING PAGES

## ACKNOWLEDGMENT

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 Orange)

On 10/30/25 before me, Amy Khai Mong Trieu, Notary Public  
(insert name and title of the officer)

personally appeared Christopher Nichelson,  
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 

(Seal)

