PIPELINE LICENSE 32596

The CITY OF LONG BEACH, a municipal corporation ("City"), pursuant to a minute order adopted at the meeting of the Long Beach City Council on February 8, 2011, hereby grants to OXY LONG BEACH, INC., a Delaware corporation ("Licensee"), permission to lay, maintain, operate, repair, and renew the pipelines with necessary attachments, facilities, and appurtenances (collectively referred to as "Pipeline Facilities"), for the transportation of oil, gas, other hydrocarbons and water, and the right of ingress and egress to and from the same, over City-owned property in the Harbor District of the City of Long Beach upon the lands and along the routes shown on Exhibit A attached hereto and by this reference made a part hereof upon the following terms and conditions (excludes Rec. Pit and Bore Pit).

DESCRIPTION AND LIMITATION USE OF PIPELINE 1. ON 14 Licensee may lay, maintain, operate, repair, and renew the Pipeline FACILITIES. Facilities described in Exhibit A (excludes Rec. Pit and Bore Pit). The permission hereby granted shall be so exercised by Licensee in a manner that will not endanger the public or interfere with or obstruct the use of City-owned property by the public or for public purposes (temporary interference as may be necessary to carry on the work of installation, alteration, or repairs excepted). If any of Licensee's Pipelines Facilities or 20 construction shall endanger the public in the use of said property, or interfere with or obstruct the use of said property by the public or for public purposes, City shall have the 22 right to require Licensee, at Licensee's cost, to move, alter, or relocate the Pipeline 23 Facilities to avoid such danger, interference or obstruction in conformity with written 24 notice from the City.

25 2. COMPENSATION. Commencing on the effective date, Licensee 26 shall pay to City annually in advance on the first day of October, a fee of **\$15,065.28**.

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ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor OFFICE OF THE CITY ATTORNEY

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2.1 If the effective date of this License is on a day other than the first day of October, said fee shall be prorated on the basis of a three hundred sixty (360) day year. The initial fee shall be paid concurrently with the acceptance of this License by the Licensee.

2.2 If any annual fee is not paid in full on or before October 10th of the year in which due ("due date"), the unpaid annual fee or portion thereof shall bear interest at the maximum rate allowed by law from the due date until paid in full.

2.3 The fee as initially computed shall be adjusted by City if the actual lengths and diameters of the pipelines installed vary from the lengths and diameters shown on Exhibit A.

2.4 The fee shall be adjusted by City from time to time but not more frequently than once each year to reflect the current charges for use of unpaved City-owned land as prescribed in Port of Long Beach Tariff No. 4 or any revision or replacement thereof ("Tariff No. 4"). Any adjustment of the annual fee required as a result of a change of Tariff No. 4 shall be effective on the first day of October following the date which the change to Tariff No. 4 is first approved by the Board of Harbor Commissioners.

3. INSTALLATION OF PIPELINE FACILITIES. The Pipeline Facilities shall be installed only in accordance with approved plans and specifications previously submitted to the City with the application for this License and in accordance with the harbor development permit required for this work. Licensee shall proceed diligently and in a workmanlike manner in the installation of the Pipeline Facilities and in any repair, relocation, reconstruction, or removal thereof. Any and all of said work shall be done by Licensee in accordance with the provisions of the current version of Section 116 (entitled "Pipeline Excavation, Installation, Backfill, Resurfacing, Removal and Abandonment") of Harbor Department Standard Specifications on file in the office of the Chief Harbor Engineer, which section is incorporated herein by reference, and in accordance with

applicable federal, state, and local laws, rules, regulations and orders.

3.1 The City shall furnish survey points for the proper horizontal and vertical control of the Pipeline Facilities route. Licensee shall be responsible for the accurate field location of the Pipeline Facilities in accordance with approved plans and specifications. Licensee shall give City the opportunity to check the staking of the lines prior to construction and installation. City approval of plans and specifications and checking of stakes shall not relieve the Licensee of responsibility for correct installation and the submission of accurate "as-built" drawings as provided in paragraph 4.

3.2 During installation of the Pipeline Facilities, Licensee shall keep the Pipeline Facilities sufficiently uncovered for an adequate inspection by the City.

4. AS-BUILT DRAWINGS. Within thirty (30) days after the completion of the installation of the Pipeline Facilities, Licensee shall furnish City with four (4) sets of survey notes and "as-built" drawings, signed by a California licensed land surveyor who shall certify to the correctness of the horizontal and vertical alignment of the Pipeline Facilities.

4.1 All of the "as-built" drawings shall be drawn to a scale in which the number of feet per inch shall not exceed two hundred (200). The drawings shall show the accurate alignment of the Pipeline Facilities by centerline traverses and be referenced to all intersections of the street property lines and survey points furnished by City. The elevations of the tops of the Pipeline Facilities shall be shown on the drawings. All survey work, both horizontal and vertical, shall be to the latest third order of accuracy as established by the National Geodetic Survey.

4.2 In the event Licensee is granted written permission to install additional Pipeline Facilities or to relocate or remove the Pipeline Facilities

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pursuant to the provisions of paragraph 21, Licensee shall furnish within thirty (30) days after completion of the modifications, four (4) sets of revised composite drawings drawn to a scale in which the number of feet per inch does not exceed two hundred (200).

5. INTERFERENCE WITH OTHER FACILITIES. The Pipeline Facilities shall be maintained and operated so that they will not interfere with any existing pipe, power, or telephone line or lines or other structures, either above or below the lands.

6. USE OF PROPERTY BY CITY. City shall have full use and enjoyment of City-owned property, except as to the rights and privileges hereby granted.

7. LICENSE NOT EXCLUSIVE. The permission granted by this License is nonexclusive. City reserves the right to grant to other persons, firms, or corporations permission to lay, maintain, operate, repair, renew, and remove pipelines and other facilities over, under, and across the Pipeline Facilities permitted herein.

8. ALTERATIONS. Licensee, at its cost, shall alter the Pipeline Facilities and change the location thereof whenever and as often as the City deems it convenient or necessary on account of any construction authorized, permitted, or contemplated by City or its tenants, assignees or licensees. Licensee shall commence such alteration or change of location, or both, within sixty (60) days after the receipt of a written notice from the City Manager, or designee ("City Manager"), so to do and shall proceed to complete the same with due diligence thereafter.

8.1 In case Licensee shall fail to commence work in compliance with said written notice within said sixty (60) days after service of same upon Licensee (unless Licensee shall be unable to comply with such instructions by reason of strikes, riots, acts of God, or acts of public enemies), the City Manager may, but shall not be required to, cause the work required in said notice to be done; and by acceptance of this License, Licensee agrees to and shall pay the City's cost thereof within ten (10) days after delivery of an itemized bill.

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8.2 The "City's cost" shall be the City's actual cost, plus direct and allocated costs for labor, materials, supervision, supplies, tools, taxes, transportation, administrative and general expense and other indirect or overhead expenses.

8.3 If Licensee is dissatisfied with any determination of the City Manager made pursuant to this paragraph 8, Licensee may appeal the City Council to review the same within ten (10) days after such determination. During the pendency of such appeal, the work so required to be done shall be suspended if it is safe to do so. The decision of the City Council shall be final and conclusive.

9. REPAIRS TO PIPELINES FACILITIES. If the Pipeline Facilities shall fail or be damaged, Licensee, at its cost, shall immediately make such repairs as will insure the future safe and proper operation of said Pipeline Facilities. Licensee shall make such cleanup and repairs as shall be required by the City or any other agency with jurisdiction. Licensee shall also be responsible for the repair or replacement of any property and facilities caused to be damaged by the occurrence of the escape of the contents from the pipelines.

9.1 Licensee shall promptly notify the City of any release of a hazardous substance. In the event of any release of a hazardous substance from or in connection with the Pipeline Facilities, Licensee, at its cost, shall remove or treat and dispose of the contaminated material in accordance with regulations and orders of governmental agencies having jurisdiction. Such contaminated material shall be manifested to Licensee and disposed of in a manner compliant with state and federal law. Licensee, at its cost, shall replace all contaminated material removed with clean fill material structurally suitable therefor and shall cause the excavation to be backfilled and compacted.

9.2 In addition to its obligations to repair its Pipeline Facilities as provided in this paragraph, Licensee shall comply with all of the provisions of the

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California Pipeline Safety Act of 1981 (commencing at California Government Code Section 51010, et seq.), and/or other applicable federal or local law, ordinance, rule or regulation pertaining to pipeline safety. Licensee shall pay to the City upon demand, Licensee's prorata share of the actual cost, if any, incurred by the City in conducting inspections and tests required by law and such charges as may be assessed to the Board of Harbor Commissioners for administrative expenses pursuant to any such federal, state, or local law, ordinance, rule or regulation. The proration shall be based upon the number of lineal feet of Pipeline Facilities under the License as compared to the total number of lineal feet of Pipeline Facilities subject to said federal, state, or local law, ordinance, rule or regulation within the Harbor District. Licensee's prorata share of charges shall be paid within thirty (30) days from the date of the City's demand. If payment is not made within said thirty (30) day period, the amount due the City shall bear interest at the maximum rate allowed by law from the date the same becomes due and payable.

10. LIENS. Licensee shall keep the property subject to this License free and clear of any lien of any kind or nature, for any work done, labor performed or materials furnished thereon at the instance or request, or on behalf, of Licensee, and Licensee shall defend and indemnify the City from and against any and all claims, liens, demands, costs, and expenses of whatsoever nature, in any way connected with or arising out of such work done, labor performed, or materials furnished.

11. INDEMNIFICATION.

(a) Licensee shall indemnify, protect and hold harmless City, the
 Board of Harbor Commissioners, and their officials, employees and agents
 ("Indemnified Parties"), from and against any and all liability, claims, demands,
 damage, loss, obligations, causes of action, proceedings, awards, fines,
 judgments, penalties, costs and expenses, including attorneys' fees, court costs,

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expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Licensee's breach or failure to comply with any of its obligations contained in this License, or (2) the Pipeline Facilities (collectively "Claims" or individually "Claim").

(b) In addition to Licensee's duty to indemnify, Licensee shall have a separate and wholly independent duty to defend Indemnified Parties at Licensee's expense by legal counsel approved by City, from and against all Claims, 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 Licensee shall be required for the duty to defend to arise. City shall notify Licensee of any Claim, shall tender the defense of the Claim to Licensee, and shall assist Licensee, as may be reasonably requested, in the defense.

(c) If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Licensee's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

(d) The provisions of this paragraph shall survive the expiration or termination of this License.

12. INSURANCE. As a condition precedent to the effectiveness of the License, Licensee shall procure and maintain in full force and effect during the term of the License, the following policies of insurance.

(a) Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 with minimum limits of \$5,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. The policy

shall contain no provisions or endorsements limiting coverage for (1) products completed operations; (2) contractual liability; (3) independent contractors; (4) third party action over claims; (5) explosion, collapse or underground hazard (XCU); and (6) defense costs shall be excess of limits. A "Contractual Liability – Railroads" endorsement with minimum limits of \$5,000,000 per occurrence shall be attached to the Commercial General Policy.

(b) Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

(c) Environmental Impairment Liability Insurance to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$10,000,000 per loss and \$20,000,000 total all losses. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

(d) Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease, and any required coverage under the U.S. Longshoremen's and Harbor Workers' Act for employees performing services covered by said Act.

Insurance policies will not be in compliance with the License if they include any limiting endorsement that has not been approved in writing by City.

The policy or policies of insurance for Commercial General Liability;
 Automobile Liability Insurance; and Environmental Impairment Liability shall contain the
 following provisions or be endorsed to provide the following:

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(1) The Indemnified Parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the License.

Additional insured endorsements shall not:

i. Be limited to ongoing operations;

ii. Exclude contractual liability;

iii. Restrict coverage to the sole liability of Licensee; or

iv. Contain any other exclusion contrary to the License.

(2) This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the Indemnified Parties shall not contribute with this primary insurance.

For any coverage required in this Section 12, Licensee will provide the City Manager thirty (30) day advance written notice of cancellation or reduction in coverage. The policy or policies of insurance for Workers' Compensation shall be endorsed, as follows: A waiver of subrogation stating that the insurer waives all rights of subrogation against the Indemnified Parties.

Licensee's self-insurance programs for the commercial general liability and environmental liability policies described in Section 12(a) and 12(c) are hereby approved by City; provided that City expressly reserves the right to disapprove of such selfinsurance programs at any time during the term of this License. Any further selfinsurance, deductible or self-insured retention must be approved in writing by the City's Risk Manager and shall protect the Indemnified Parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

Licensee shall deliver either certified copies of the required policies or endorsements on forms approved by the City ("evidence of insurance") to the City Manager for approval as to sufficiency and as to form. At least fifteen (15) days prior to

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the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City Manager. If such coverage is canceled or reduced, Licensee shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City Manager evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

The coverage provided shall apply to the obligations assumed by the Licensee under the indemnity provisions of this License but this insurance provision in no way limits the indemnity provisions and the indemnity provisions in no way limit this insurance provision.

Licensee agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been approved by City. City shall have the right to withhold any payment due Licensee until Licensee has fully complied with the insurance provisions of this License.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

20 If coverage is written on a claims-made basis, the retroactive date on such 21 insurance and all subsequent insurance shall coincide with or precede the effective date 22 of the License and continuous coverage shall be maintained or Licensee shall obtain and 23 submit to City an extended reporting period endorsement for a period of at least three(3) 24 years from the termination or expiration of this License.

25 Upon expiration or termination of coverage of required insurance, Licensee 26 shall obtain and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from termination or

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expiration of this License.

Licensee shall be responsible for causing all contractors and sublicensees to purchase the appropriate insurance in compliance with the terms of the License. If Licensee does not obtain evidence of the required insurance. Licensee's required limit of liability shall be increased by 50%.

13. ASSIGNMENT. Licensee shall not assign this License, or any interest therein. Licensee shall not permit any transfer of this License, or any interest therein, by operation of law. Any such assignment or any such transfer shall be void and shall confer no right of occupancy or use upon the assignee or transferee. In either such event, or in the event Licensee be adjudicated a bankrupt or become insolvent, or in the event possession of any interest in the pipelines shall be taken by virtue of any attachment, execution or receivership, City may, at its election, revoke this License.

SUBJECT TO ENCUMBRANCES. This License is granted subject 14. to any and all existing leases, easements, permits or other encumbrances. City reserves the right to grant further licenses, easements, franchises or leases in, over, upon, along or across the property subject to this License. City further reserves the right to dedicate the property subject to this License, or any part thereof, or to grant an easement across said property, or any part thereof, for street or other public purposes.

15. TERMINATION BY LICENSEE. In the event Licensee is not in default with respect to any covenant, condition or agreement imposed upon or on its part to be performed. Licensee shall have the right to terminate this License upon giving to the City written notice of Licensee's intention so to do at least thirty (30) days prior to the date of such termination. In the event of such termination, Licensee, at its cost and within said thirty (30) day period, shall (i) remove all of the Pipeline Facilities and (ii) restore the land to a condition satisfactory to the Executive Director of the Port of Long Beach.

16. QUITCLAIM. Licensee agrees that the termination or revocation of this License shall constitute a release and quitclaim to City of all rights and privileges

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granted under this License and all Licensee's right and interest in and to the property.

17. CITY NOT TO INCUR EXPENSE. City shall at no time or under any circumstances be required to construct, reconstruct, maintain or repair the Pipeline Facilities installed by Licensee, or any part thereof, or to incur any expense or obligation or become liable for any damages whatsoever on account thereof.

18. REVOCATION BY CITY. At any time, the City may revoke this License by giving Licensee ninety (90) days' advance notice of such revocation in writing. Upon the expiration of the ninety (90) day period, all of Licensee's rights and privileges hereunder shall cease and terminate. Revocation of this License by City and notice thereof shall be given by the City Manager. In the event of termination or revocation of this License by the City, Licensee, at its cost and within the ninety (90) day period, shall (i) remove all of the pipelines and (ii) restore the lands to a condition satisfactory to the Executive Director of the Port of Long Beach.

19. NOTICES. Any and all notices to be given under this License, or otherwise, shall be in writing and shall be deemed effective either when personally served or upon deposit in the United States mail in a sealed envelope with postage prepaid and properly addressed. Agents and addresses for service shall be, respectively:

City:

City of Long Beach 333 W. Ocean Blvd., 13th Floor Long Beach, California 90802 Attn: City Manager

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Edgar Salazar
Oxy Long Beach, Inc.
111 West Ocean Boulevard, Suite 800
Long Beach, California 90802

Licensee may from time to time change the address to which such notice shall be sent by giving notice in writing of such change to the Board of Harbor Commissioners.

20. FAITHFUL PERFORMANCE BOND. As a further condition precedent to this License becoming effective for any purpose, Licensee shall furnish, on or before the effective date and shall keep in full force and effect, while the License shall remain in effect, a corporate surety bond in the sum of \$2,000,000, or, in lieu of such surety bond, Licensee may deposit with City an equivalent amount in cash, negotiable securities, a certificate of deposit, an assignment of a deposit in a bank or a savings and loan association authorized to transact a banking or a savings and loan business in the State of California, a letter of credit or other type of security, conditioned upon and to assure Licensee's full, prompt and faithful performance of all the terms, covenants and conditions of this License on Licensee's part to be kept and performed.

20.1 Any such surety bond submitted to City pursuant to this paragraph shall be procured from a surety company authorized to transact a surety business in the State of California and shall be submitted to the City Attorney for approval as to form and to the City Manager for approval as to sufficiency. The surety company issuing said bond may terminate said bond on any anniversary date by giving said City Manager written notice of its intention to do so at least thirty (30) days prior to the next anniversary date of said bond, and said bond shall thereupon terminate on such anniversary date. In the event any surety bond is terminated as provided above, Licensee shall, on or before the effective date of such termination, either procure another surety bond acceptable to City or deposit, an assignment of a deposit in a bank or a savings and loan association, a letter of credit or other type of security in the amount and in accordance with the conditions set forth herein.

20.2 In the event Licensee elects to deposit negotiable securities, a certificate of deposit, an assignment in a bank or a savings and loan association, a letter of credit or other type of security ("security"), in lieu of a surety bond or cash,

OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Lond Beach. CA 90802-4664 such security must be acceptable to the City, approved as to form by the City Attorney and as to sufficiency by the City Manager and be of such kind and nature as to be readily convertible into cash by City without further execution of any documents or endorsements on the part of Licensee. The decision to accept or refuse any such security shall rest solely with the City.

20.3 Any cash or security deposited with City pursuant to the provisions hereof may be used by City to compensate it for any loss or damage resulting from Licensee's failure to fully, promptly and faithfully perform to the satisfaction of the City Manager all of the terms, covenants and conditions of this License on Licensee's part to be kept and performed. The City's obligations with respect to any cash deposit are those of a debtor and not a trustee. The City shall not be required to pay Licensee interest on a cash deposit.

20.4 In the event of termination of this License, and any part of the cash or security remains unused after the City's loss or damage has been fully compensated, as provided above, such remaining cash or security shall be returned to Licensee within ninety (90) days after said termination. Should the City Manager determine that no default has occurred and the City has not been damaged by any of Licensee's acts hereunder, then the City shall return the cash or security in its possession within ninety (90) days after termination of this License. Should the cash or security on deposit with City hereunder be insufficient to compensate City for its loss due to Licensee's failure to comply with the terms, covenants, and conditions of this License, Licensee shall be liable for any deficiencies resulting therefrom.

20.5 In the event said cash or security is used by City to compensate it for any loss or damage resulting from Licensee's failure to perform all of the terms, covenants, and conditions of this License on Licensee's part to be

kept and performed, to the satisfaction of the City Manager of the Harbor Department, and said License is not terminated by reason of said failure to perform, Licensee shall deposit additional cash or security with City forthwith so as to maintain on deposit at all times cash or security in the amount of \$2,000,000.

20.6 In the event Licensee shall request permission to extend or lay additional pipelines and should the City Manager of the Harbor Department require, as a condition to the issuance of any such permission, that the amount of the bond be increased, then the amount of said bond, cash, or other security shall be increased by the amount required by the City Manager.

21. AMENDMENTS TO LICENSE. Prior to installing any extension to the pipelines, installing additional pipelines, changing the location of the pipelines or removing the pipelines, Licensee shall submit an application, showing (i) the route of proposed installation and general description of type of pipelines to be installed and work to be done; (ii) the description of commodity to be transmitted, transported, or conveyed thereby; (iii) the route of pipelines proposed to be removed with their size and length; and (iv) such additional information as City may request. Licensee shall do no such work before obtaining an amended license and harbor development permit authorizing such work.

ACCEPTANCE. The acceptance of this License by Licensee shall
 be endorsed hereon and shall be an acceptance by said Licensee of all the terms and
 conditions hereof and an agreement to abide thereby and comply therewith.

22 23. EFFECTIVE DATE. This License shall become effective on the date
 23 of signature by the City Manager.
 24 ACCEPTED this <u>4</u> day of <u>Aps</u>, <u>2012</u>
 25 OXY LONG BEACH, INC., a Delaware corporation.

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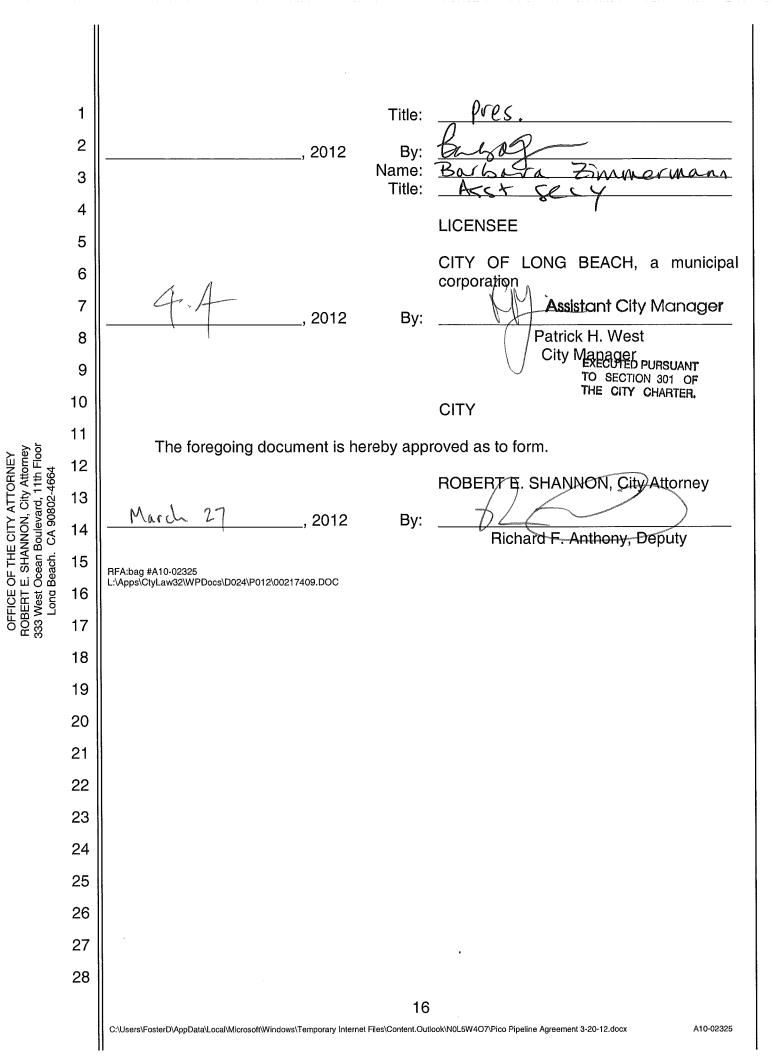
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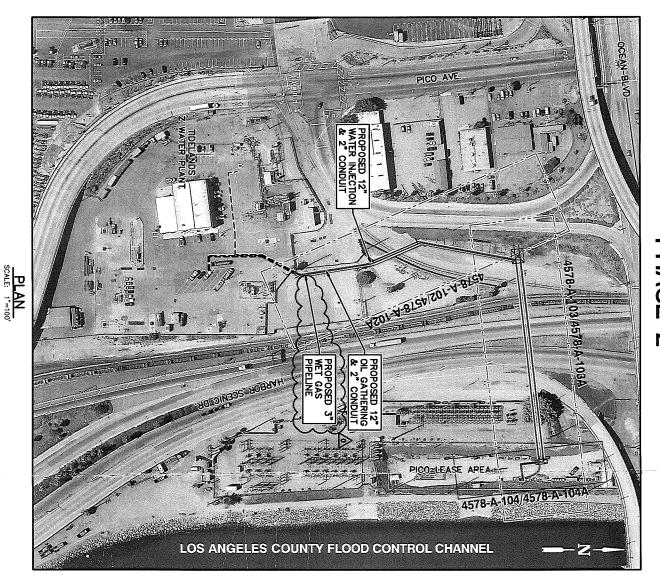
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12" OIL GATHERING LINE, 12" WATER INJECTION LINE AND (3" WET PICO DEVELOPMENT PROJECT - PROPOSED PIPELINES PHASE 2 GAS



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	(30" CASING) OIL GATHERING (30" CASING) WATER INJECTION
	(18" CASING) UIL GATHERING (18" CASING) WATER INJECTION
	E DETAILS
	- WET GAS
	- WATER INJECTION
	- WATER INJECTION - OIL GATHERING
	- OIL GATHERING
	- OIL GATHERING - WATER INJECTION
	ALIGNMENT
304	
303	
	ABBREVIATIONS
300 PHASE 2 -	
	VFRAI
DWG NO TITLE	TITLE
NG LIST	DRAWING
SCALE: 1"=4,000	
PIER 400	
SI BASIN	
DEEM SHOP PROJECT	
20 AVE	

Exhibit A