

SEVENTH AGREEMENT AMENDING
RECREATION PARK OIL AND GAS LEASE

8 7702

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2
3
4 1. PARTIES. This Seventh Agreement Amending the Lease
5 is made and entered into this 25th day of November, 1987,
6 by and between the CITY OF LONG BEACH, a municipal corporation,
7 ("City") and ALAMITOS LAND COMPANY, a California corporation,
8 ("Alamitos") hereinafter referred to collectively as "Lessors",
9 and McFARLAND ENERGY, INC., hereinafter referred to as "Lessee"
10 or "Drillsite Area A Lessee".

11 2. RECITALS. This Seventh Agreement Amending the
12 Lease is made with reference to the following facts, representa-
13 tions and objectives:

14 a. On September 6, 1962, the City of Long Beach and
15 Alamitos Land Company, as Lessors, and J. A. Campbell, H. H.
16 Herder and Herbell Oil Exploration Company, a general partnership,
17 entered into that certain Recreation Park Oil and Gas Lease, here-
18 inafter referred to as the "Lease". The Lease provided that
19 Herbell Oil Exploration Company was granted a lease for drilling
20 and producing operations in and under the "subject lands" as des-
21 cribed in Exhibit "A" of the Lease. The Lease further provided
22 that Herbell Oil Exploration Company was entitled to occupy and
23 use "drill site lands" as described in Exhibit "B" of the Lease
24 for drilling and producing operations.

25 By assignment, dated September 6, 1962, all right, title
26 and interest of J. A. Campbell, H. H. Herder and Herbell Oil Ex-
27 ploration Company, a general partnership, was assigned, trans-
28 ferred and conveyed to Herbell Oil Exploration Company, a limited

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1 partnership formed under the laws of the State of California by
2 a limited partnership agreement made and entered into as of the
3 6th day of September, 1962, and William P. Herder and H. H. Herder
4 are now the general partners in said limited partnership.

5 b. The First Agreement Amending the Lease, dated
6 September 15, 1969, settled certain differences among the parties.

7 c. The Second Agreement Amending the Lease, dated
8 March 5, 1970, corrected certain inadvertent errors contained in
9 said First Agreement Amending the Lease.

10 d. The Third Agreement Amending the Lease, dated June
11 10, 1971, settled certain misunderstandings in accounting for
12 dry gas.

13 e. The Fourth Agreement Amending the Lease, dated
14 April 27, 1979, resolved certain matters relative to a substitute
15 for faithful performance bond and relative to prices to be paid
16 to Lessors, and further provided for new development work and an
17 allocation of costs and an apportionment of working interest
18 with regard to such new development work.

19 f. Under the Fifth Agreement Amending the Lease, dated
20 April 26, 1982, Herbell Oil Exploration Company assigned its
21 rights to the drill site lands and a portion of the subject lands
22 to Lessee and resolved certain matters with reference to new
23 development work and certain other matters because of changed
24 circumstances. Also, Lessors' right to use and occupy and to
25 grant leases or licenses to others to use and occupy drill site
26 lands and requisite portions of the subsurface of the subject
27 lands for the purpose of drilling and developing for oil and gas
28 purposes other adjacent or nearby lands shall be subject to the

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1 further limitations that such right not unreasonably interfere
2 with Lessee's existing or proposed operations, and that such right
3 shall not be granted without obtaining the prior written consent
4 of Lessee, which consent shall not be unreasonably withheld.

5 g. The Sixth Agreement Amending the Lease, dated
6 August 11, 1982, included certain subsurface acreage inadvertently
7 excluded from the South Operations Area.

8 h. The Lessors desire to use and occupy and to grant
9 leases or licenses to others to use and occupy a portion of drill
10 site lands and requisite portions of the subsurface of the subject
11 lands for drilling and producing operations in adjacent or nearby
12 lands.

13 i. Lessee does not require all of the surface and sub-
14 surface of the drill site lands and it is the desire of the
15 parties to this Agreement to further amend the Lease (as amended)
16 to set forth that portion of the drill site lands which Lessors
17 may use and occupy and grant a lease or license to others (in-
18 cluding Lessee) for drilling and producing operations, and to set
19 forth the terms and conditions upon which Lessee grants its con-
20 sent thereto as required by paragraph 11, page 18 of the Fifth
21 Agreement Amending Recreation Park Oil & Gas Lease dated April
22 26, 1982.

23 3. AMENDMENT. Subparagraphs (b) and (c) of paragraph
24 35 of the Recreation Park Oil & Gas Lease dated September 6,
25 1962, are amended to read as follows:

26 "35(b). Walking beam type of pumping units may be
27 used upon written authorization by the Director of Oil
28 Properties, City of Long Beach ("Director") and under such

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1 conditions and restrictions as the Director in his sole
2 judgment determines.

3 "(c). Pumping equipment shall be done by Kobe or
4 hydraulic pumps, gas lift, bottom hole pumps or vacuum
5 pumps or by those systems and using that equipment as is
6 approved in writing by the Director, and all such pumping
7 equipment shall be located in concreted trenches below the
8 present levels of the ground or completely concealed by
9 landscaping as approved by the Director."

10 4. DRILLSITE AREA B. That portion of the drill site
11 lands together with the requisite portions of the subsurface of
12 the subject lands which Lessors have the right to use and occupy
13 and to grant leases or licenses to others for drilling and pro-
14 ducing operations in adjacent or nearby lands referred to here-
15 inafter as "Drillsite Area B" is described as follows:

16 "Beginning at the southeast corner of the drill
17 site lands as described in Exhibit 'B' of the
18 Lease; thence South 89° 59' 29" West, 145 feet;
19 thence North 0° 00' 31" West, 90 feet; thence North
20 89° 59' 29" East, 55 feet; thence North 0° 00' 31"
West, 60 feet; thence North 89° 59' 29" East, 65
feet; thence South 45° 39' 05" East, 39 feet;
thence South 0° 00' 31" East, 120 feet to the point
of beginning."

21 Drillsite Area B is shown on Exhibit "D", a drawing which is
22 attached hereto and incorporated by reference herein.

23 5. DRILLSITE AREA A. That portion of the drill site
24 lands together with the requisite portions of the subsurface of
25 the subject lands which is not included in the description of
26 Drillsite Area B and which is presently occupied by Lessee is
27 hereinafter referred to as "Drillsite Area A" and is shown on
28 Exhibit "D".

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1 6. COMBINED DRILLSITE. When the Drillsite Area A and
2 the Drillsite Area B are both referred to, it shall be called the
3 "Combined Drillsite" as shown on Exhibit "D".

4 7. ACCESS ROADS. Ingress to and egress from Drillsite
5 Area A and Drillsite Area B will be provided by two Access Roads
6 as shown on Exhibit "E", a drawing which is attached hereto and
7 incorporated by reference herein. The total maintenance costs
8 for the Access Roads shall be shared equally by the Drillsite
9 Area A Lessee and the Drillsite Area B Lessee. Maintenance costs
10 will be billed as set forth above by the City to each Drillsite
11 Lessee and those costs shall be due and payable to the City
12 within thirty (30) days of that billing.

13 8. USE OF DRILLSITES. Lessors' right to use and occupy
14 and to grant leases or licenses to others to use and occupy the
15 Drillsite Area B shall be exercised in a manner that will not
16 unreasonably interfere with the Drillsite Area A Lessee's existing
17 or proposed operations nor shall the Drillsite Area A Lessee exer-
18 cise its rights on the Drillsite Area A so as to unreasonably
19 interfere with the operations of the Drillsite Area B Lessee.
20 Further, the activities of the parties on the Combined Drillsite
21 shall be subject to the following terms and conditions and these
22 conditions shall be incorporated by reference into the Drillsite
23 Area B Agreement, Recreation Park:

24 a. Drillsite Area B Lessee shall at its sole cost and
25 expense pay for the relocation expense, if any, of Lessee's faci-
26 lities, equipment, fences, or utilities necessary to permit
27 Drillsite Area B Lessee to occupy and conduct drilling and pro-
28 ducing operations on the Drillsite Area B.

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1 b. Only one drilling rig shall be permitted to operate
2 at a time on the Combined Drillsite. Each Lessee shall cooperate
3 with the other on the Combined Drillsite in permitting oil rig
4 tie-downs to be located where needed on the Combined Drillsite
5 to assure safe drilling operations.

6 c. Drillsite Area B Lessee shall not complete its wells
7 drilled from the Drillsite Area B with producing intervals closer
8 than 330 feet from the subject lands described in Exhibit "A" of
9 the Lease, unless it is to offset a new well drilled by Drillsite
10 Area A Lessee after the date of this Seventh Agreement or unless
11 it is with the express written authority of the Director and
12 Alamitos. Drillsite Area A Lessee shall have the right to approve
13 the Drilling Operator selected by Drillsite Area B Lessee. Said
14 approval shall not be unreasonably withheld.

15 Drillsite Area A Lessee shall not complete its wells
16 drilled from Drillsite Area A with producing intervals closer than
17 three hundred thirty (330) feet from lands in which Drillsite
18 Area B Lessee has drilling rights providing the Drillsite Area B
19 Lessee gives a legal description of the said lands and evidence
20 of the Drillsite Area B Lessee's right to develop those lands
21 prior to Drillsite Area B Lessee's occupancy of the Drillsite
22 Area B and after Drillsite Area B Lessee executes the Drillsite
23 Area B Agreement. However, Lessee of Drillsite Area B shall not
24 be entitled to offset rights for wells that have been drilled
25 prior to the execution of the Drillsite Area B Agreement. Any
26 dispute between the Lessee of the Drillsite Area A and the
27 Lessee of the Drillsite Area B over the provisions of this
28 paragraph "c" shall be submitted to and decided by the Director.

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1 d. Drillsite Area B Lessee shall have regular access
2 to the Drillsite Area B by entry through the south side of Drill-
3 site Area B as depicted on Exhibit "D". Drillsite Area B Lessee
4 shall, however, have the right, subject to other applicable pro-
5 visions of this Agreement, to bring a drilling rig or associated
6 equipment into the Drillsite Area B and service it while drilling
7 and remove it or associated equipment from Drillsite Area B
8 through the west gate depicted on Exhibit "D" upon reasonable
9 prior notice to the Drillsite Area A Lessee. Such right to use
10 the west gate shall not be unreasonably withheld by Drillsite
11 Area A Lessee. The Lessee of the Drillsite Area B may also use
12 the west gate in an emergency where people or property are in
13 immediate danger without notifying the Lessee of Drillsite Area
14 A, but must within 30 days after the use of the west gate make a
15 full and complete report of the entry to the Drillsite Area A
16 Lessee and the Director.

17 Drillsite Area A Lessee shall have regular access to the
18 Drillsite Area A by entry through the west side of the Drillsite
19 Area A as depicted on Exhibit "D". Drillsite Area A Lessee shall
20 however, have the right, subject to other applicable provisions
21 of this Agreement to use the south gate as it may be necessary to
22 bring a drilling rig or associated equipment into the Drillsite
23 Area A and service it while drilling and to remove it or associated
24 equipment from the Drillsite Area A through the south gate as
25 depicted on Exhibit "D" upon reasonable prior notice to the Drill-
26 site Area B Lessee. Such right to use the south gate shall not be
27 unreasonably withheld by the Drillsite Area B Lessee. Drillsite
28 Area A Lessee may also use the south gate in an emergency where

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1 people or property are in immediate danger without notifying
2 the Lessee of the Drillsite Area B, but must within 30 days after
3 the use of the south gate make a full and complete report of the
4 entry to the Drillsite Area B Lessee and the Director.

5 e. The Lessee of the Drillsite Area B shall dispose of
6 produced gas in such a manner as not to raise the operating pres-
7 sure of the gas gathering system and thereby interfering with the
8 operations of the Drillsite Area A. The Drillsite Area B Lessee
9 at its sole cost and expense shall make all required modifications
10 to the gas gathering system to prevent such pressure elevation.
11 In case of a dispute between Drillsite Area A Lessee and the
12 Drillsite Area B Lessee over the disposition of produced gas, the
13 parties shall submit the matter to the Director and the Director
14 shall issue such written directives to the Lessees as will insure
15 the safe and reasonable operation of the drillsite areas and the
16 parties shall comply with those directives as instructed by the
17 Director.

18 f. Each Lessee on the Combined Drillsite shall maintain
19 its own separate sewer line for its operations and shall comply
20 with all applicable federal, state, county, city and other appli-
21 cable agency laws and regulations.

22 g. Each Lessee on the Combined Drillsite shall at its
23 own cost and expense install and pay for whatever utilities are
24 required for operations at the drillsite.

25 h. Each Lessee on the Combined Drillsite shall comply
26 with all fire and safety regulations and in that regard shall
27 permit each other access through any gate on the Combined Drill-
28 site which is reasonable and necessary to insure safe and orderly

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1 operation. If any party is unwilling to permit access to any
2 part of the Combined Drillsite which in the opinion of the Direct-
3 or compromises a safe operation or unreasonably interferes with
4 the other Lessee's right to drill and produce from its drillsite
5 area, then the Director shall issue such written directives to
6 Lessees as will insure safe and reasonable use of the drillsite
7 areas and the parties shall comply with that directive with all
8 due speed.

9 i. Each Lessee on the Combined Drillsite shall main-
10 tain public liability and property damage insurance and other
11 coverage in such amounts as is specified in their respective lease
12 agreements with Lessors and which will compensate those entitled
13 thereto for injury and property damage caused by the Lessee's use
14 or occupancy of the Drillsite, and such policy of insurance shall
15 name the City of Long Beach, and the Alamitos Land Company, their
16 boards and employees as additional insureds under said policy.

17 j. Lessee of the Drillsite Area B shall advise all
18 regulatory agencies including but not limited to agencies con-
19 cerned with air quality, noise and water quality of the occupancy
20 by the Drillsite Area B Lessee before Drillsite Area B Lessee
21 occupies Drillsite Area B.

22 k. Lessee shall provide to Drillsite Area B Lessee and
23 the City of Long Beach, Department of Oil Properties, surveys and
24 other information pertaining to the location of Lessee's wells,
25 for the purpose of assisting Drillsite Area B Lessee in avoiding
26 damage to Drillsite Area A Lessee's wells during drilling opera-
27 tions by Drillsite Area B Lessee. However, Drillsite Area B
28 Lessee understands and agrees that neither the Drillsite Area A

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1 Lessee nor the City of Long Beach warrant the accuracy of the
2 information provided and the Drillsite Area B Lessee shall be
3 solely responsible for any damage caused by its operations.

4 1. If any wells are drilled by the Lessee of Drillsite
5 Area B, Lessee of Drillsite Area A shall be entitled to a mora-
6 torium on its drilling requirements under this Agreement as
7 amended. The moratorium will be for a period beginning upon the
8 start of drilling operations by the Lessee of Drillsite Area B
9 and terminating either 180 days after Lessee of Drillsite Area B
10 has released the drilling rig and where applicable has released
11 the completion rig, or ninety (90) days after the suspension by
12 Lessee of Drillsite Area B of its drilling operation pursuant to
13 a request by City under paragraph 13.h. of the Drillsite Area B
14 Agreement Recreation Park which provides as follows:

15 "h. The City reserves the right to require the Drill-
16 site Area B Lessee, upon the decision of the Director, to
17 suspend its drilling operations prior to initiating drill-
18 ing operations on any new well drilled from Drillsite Area
19 B to allow the Drillsite Area A Lessee to drill wells."

20 9. TEMPORARY STORAGE AREA. If either Lessee of Drill-
21 site Area A or Drillsite Area B requires a temporary area for
22 drill pipe bins, casing, expendable materials and/or miscellaneous
23 drilling equipment and the Director in his sole judgment deter-
24 mines that the request is reasonable and necessary and will not
25 unreasonably interfere with the activities of the other Lessee,
26 the Director shall provide temporary storage area for that Lessee
27 on the other drillsite area under such terms, conditions and sub-
28 ject to such termination provisions as are necessary to minimize

1 conflict with the activities on the drillsite area containing the
2 temporary storage area. Any dispute between the Lessee of Drill-
3 site Area A and Drillsite Area B arising out of the storage of
4 materials or the use of the storage area shall be reviewed and
5 decided by the Director and the decision of the Director shall
6 be final.

7 10. FORCE AND EFFECT. Except as amended and supple-
8 mented hereby, all terms and conditions of the Recreation Park
9 Oil & Gas Lease as amended and supplemented shall remain in full
10 force and effect.

11
12 IN WITNESS WHEREOF, the parties hereto have executed
13 this Seventh Agreement Amending Recreation Park Oil and Gas Lease
14 as of the date indicated in paragraph 1 hereof.

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16 333 W. Ocean Blvd.
Long Beach, CA 90802

17
18 November 25, 1987

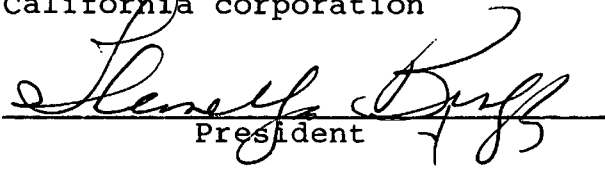
CITY OF LONG BEACH, a
municipal corporation

19
20 By: 
City Manager

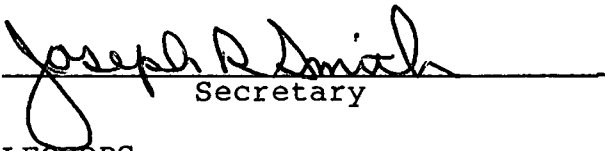
21 444 W. Ocean Blvd.
Long Beach, CA 90802

22
23 November 24, 1987

ALAMITOS LAND COMPANY, a
California corporation

24
25 
President

26
27 November 24, 1987

28 
Secretary

LESSORS

/

/

(Corporation)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On November 24, 1987 before me, the undersigned, a Notary Public in and for said State, personally appeared Llewellyn Bixby, Jr. and Joseph R. Smith

↑ STAPLE HERE ↓

() personally known to me or () proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as _____ President and _____ Secretary on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

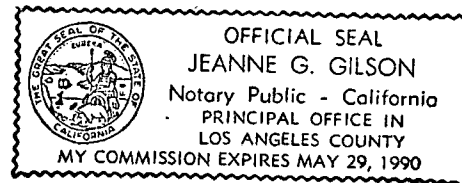
WITNESS my hand and official seal.

Signature Jeanne G. Gilson

Jeanne G. Gilson

Name (Typed or Printed)

L-10 (8/82)

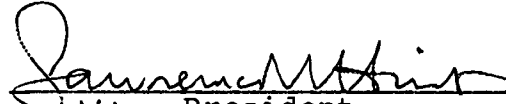


(This area for official notarial seal)

1 10425 S. Painter Ave.
2 Santa Fe Springs, CA

McFARLAND ENERGY, INC.

3 November 25, 1987


Vice-President

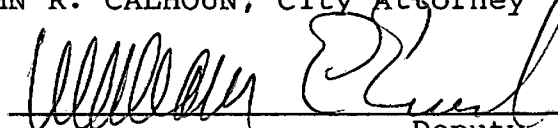
4 _____, 1987

Secretary

LESSEE OR
DRILLSITE AREA A LESSEE

7
8 This Seventh Agreement Amending Recreation Park Oil and
9 Gas Lease is hereby approved as to form this 25 day of
10 November 1987.

11 JOHN R. CALHOUN, City Attorney

12
13 By 
Deputy

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WEE:bjh
11/10/87
D-350-9

CORPORATE ACKNOWLEDGMENT

NO. 202

State of California
County of Los Angeles } SS.

On this the 25th day of November 1987, before me,

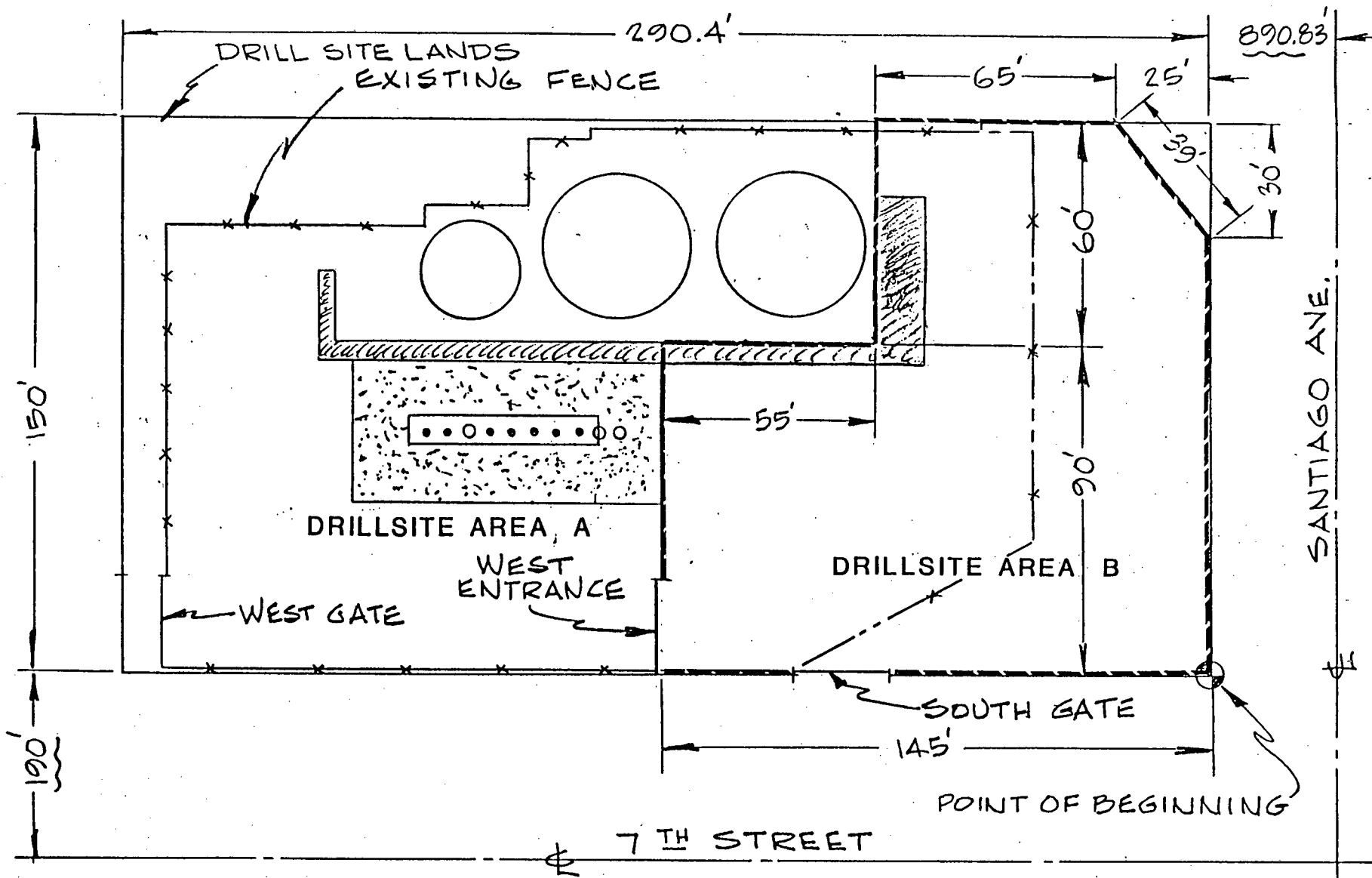
Silvia D. Nelson,
the undersigned Notary Public, personally appeared

Lawrence M. Hirst,

personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
Vice President or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.



Silvia D. Nelson
Notary's Signature



REVISED DATE: 8-17-87

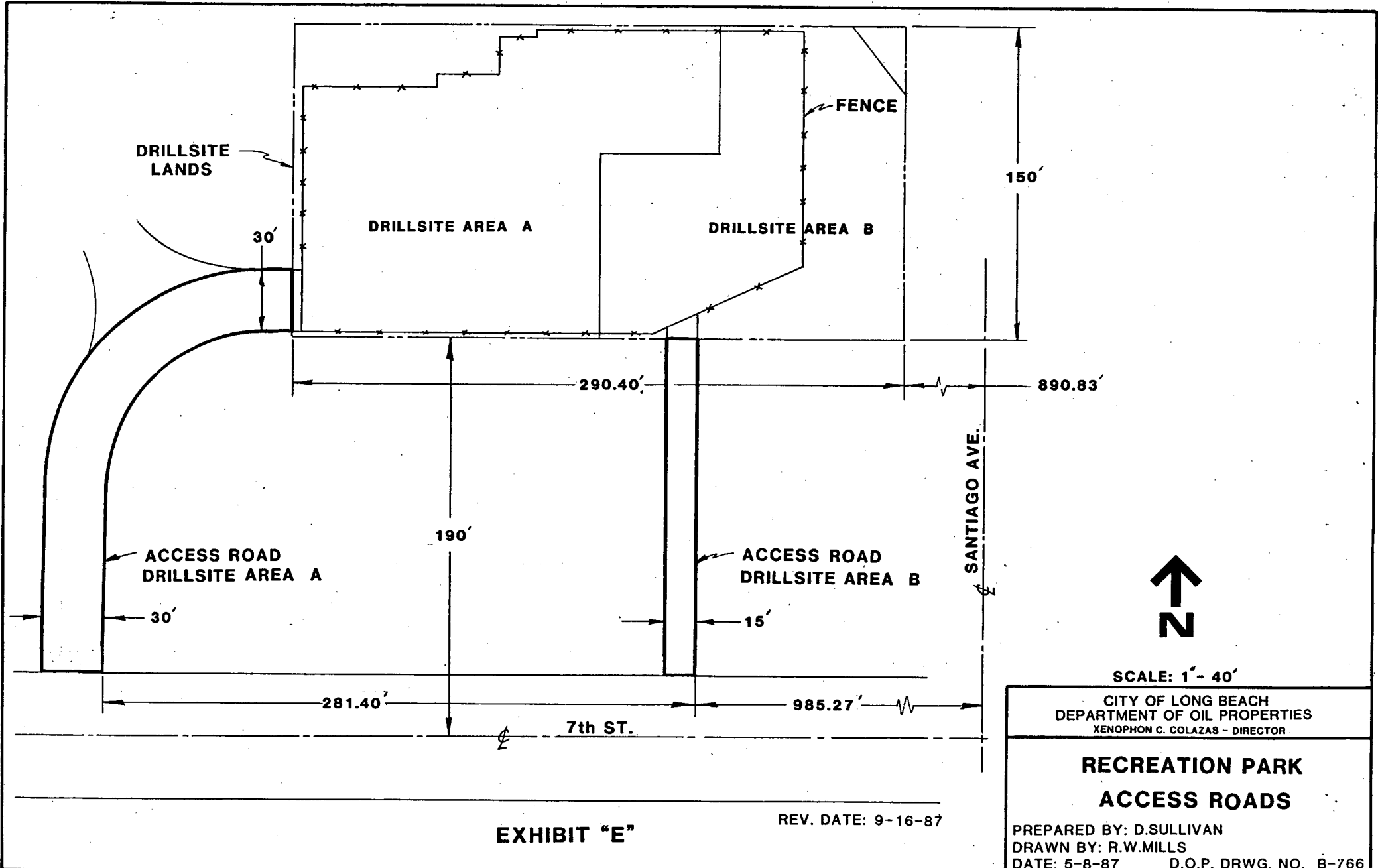
EXHIBIT "D"

RECREATION PARK
DRILLSITES
LONG BEACH, CA.

NOTE: COMBINED DRILLSITE = DRILLSITE AREA A + DRILLSITE AREA B

DATE: 1-21-87 SCALE: 1" = 40'
D.O.P. DRWG. NO. A-725

REV. DATE: 9-16-87



DRILLSITE LANDS

DRILLSITE AREA A

DRILLSITE AREA B

FENCE

150'

30'

290.40'

890.83'

ACCESS ROAD
DRILLSITE AREA A

ACCESS ROAD
DRILLSITE AREA B

190'

30'

15'

SANTIAGO AVE.



SCALE: 1' - 40'

CITY OF LONG BEACH
DEPARTMENT OF OIL PROPERTIES
XENOPHON C. COLAZAS - DIRECTOR

**RECREATION PARK
ACCESS ROADS**

PREPARED BY: D.SULLIVAN
DRAWN BY: R.W.MILLS
DATE: 5-8-87 D.O.P. DRWG. NO. B-766

EXHIBIT "E"

REV. DATE: 9-16-87

7th ST.

281.40'

985.27'

EASEMENT AGREEMENT

1
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3 This Agreement is made on November 25, 1987, in
4 duplicate, by and between the ALAMITOS LAND COMPANY, a California
5 corporation ("Company") and the CITY OF LONG BEACH, a municipal
6 corporation ("City").

7 A. Company granted to City certain lands by deed dated
8 March 5, 1923 and recorded February 8, 1924 in Book 2959, page
9 248 of Official Records of Los Angeles County, California ("Deed").

10 B. The Deed contained certain conditions subsequently
11 restricting the uses which the City could make of the lands.

12 C. City has dedicated and at all times kept and main-
13 tained the lands as and for a public park known as "Recreation
14 Park".

15 D. In an agreement between the City and Company dated
16 January 8, 1965, Company consented to and City dedicated for
17 public street purposes an improved park roadway known as Park
18 Avenue, along the westerly side of the Park lands between 7th
19 Street and Anaheim Street. The formal dedication was by City's
20 City Council Resolution No. C-19244 adopted January 19, 1965,
21 a certified copy of which was recorded January 22, 1965 in Book
22 D2774, Page 472, Official Records of Los Angeles County, Cali-
23 fornia.

24 E. By an agreement between City and Company dated
25 October 9, 1969, City realigned the northerly portion of the
26 dedicated park roadway at Anaheim Street. Further, the City
27 vacated the northerly portion of said park roadway by order of
28 the City Council adopted July 22, 1969, a certified copy of which

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1 was recorded on July 24, 1969, in Book D4444, Pages 947 and 948,
2 Official Records of Los Angeles County, California.

3 F. By agreement dated August 26, 1986, between City
4 and Company, City agreed to improve the dedicated park roadway by
5 constructing a cement pathway to certain property located at
6 1215 Park Avenue.

7 G. City has created two drillsite areas by dividing
8 the existing Recreation Park Drillsite for use by two Lessees.
9 City desires to provide access to the two drillsite areas by
10 means of a thirty (30) foot wide Access Road from 7th Street to
11 the Drillsite Area A portion of the Recreation Park Drillsite
12 and a fifteen (15) foot wide Access Road from 7th Street to the
13 Drillsite Area B portion of the Recreation Park Drillsite. The
14 two Access Roads are described as follows:

15 1. Access Road to Drillsite Area A is legally des-
16 cribed as:

17 That portion of Lot A, Tract No. 5884, in the City of Long
18 Beach, County of Los Angeles, State of California, as per
19 map recorded in Book 62, Page 38 of Maps in the Office of
20 the County Recorder of said County, more particularly des-
21 cribed as follows:

22 Beginning at the southeast corner of Block 131 of the
23 Alamitos Tract as per map recorded in Book 36, Pages 37
24 through 44 of Miscellaneous Records of said County; thence
25 South 43°53'45" East 41.63 feet along the prolongation of
26 the westerly line said Tract No. 5884 to the center line
27 of Seventh Street as described on said Tract No. 5884 and
28 Book M1176, Page 853, Official Records of said County,
said street being 80 feet in width; thence North 89°59'29"
East 1420.60 feet along said center line of Seventh Street;
thence North 0°00'31" West 40.00 feet to the True Point of
Beginning; thence North 1°11'10" East 79.34 feet to the
beginning of a tangent curve, said curve being concave to
the Southeast and having a radius of 75.00 feet, thence
116.25 feet along the arc of said curve through a central
angle of 88°48'19"; thence North 89°59'29" East 8.80 feet;
thence North 0°00'31" West 30.00 feet; thence South 89°59'
29" West 8.80 feet to the beginning of a tangent curve,

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1 said curve being concave to the Southeast and having a
2 radius of 105.00 feet, thence 162.74 feet along the arc of
3 said curve through a central angle of 88°48'19"; thence
4 South 1°11'10" West 79.97 feet; thence North 89°59'29"
5 East 30.01 feet to the True Point of Beginning, said
6 parcel containing 0.1560 acres.

7 2. Access Road to Drillsite Area B is legally des-
8 cribed as follows:

9 That portion of Lot A, Tract No. 5884, in the City of Long
10 Beach, County of Los Angeles, State of California, as per
11 map recorded in Book 62, Page 38 of Maps in the Office of
12 the County Recorder of said County, more particularly
13 described as follows:

14 Beginning at the southeast corner of Block 131 of the
15 Alamitos Tract as per map recorded in Book 36, Pages 37
16 through 44 of Miscellaneous Records of said County; thence
17 South 43°53'45" East 41.63 feet along the prolongation of
18 the westerly line said Tract No. 5884 to the center line
19 of Seventh Street as described on said Tract No. 5884 and
20 Book M1176, Page 853, Official Records of said County, said
21 street being 80 feet in width; thence along said center-
22 line North 89°59'29" East 1702.00 feet; thence North 0°00'31"
23 West 40.00 feet to the True Point of Beginning; thence
24 North 0°00'31" West 150.00 feet; thence South 89°59'29"
25 West 15.00 feet; thence South 0°00'31" East 150.00 feet;
26 thence North 89°59'29" East 15.00 feet to the True Point
27 of Beginning, said parcel containing 0.0517 acres.

28 3. A drawing showing the two proposed Access Roads
is attached as Exhibit "E" and made a part of this Agreement.

H. Company is agreeable and has no objections to
City's proposed Access Roads to the Recreation Park Drillsite.

NOW, THEREFORE, the parties agree as follows:

1. Company consents to the City's construction and
maintenance of the proposed Access Roads. Company will bear no
cost of construction or maintenance of the proposed Access Roads.
Company and City agree that the proposed Access Roads are not a
violation of the Deed or the prior agreements between the parties.

2. It is the intent and belief of the City and Company

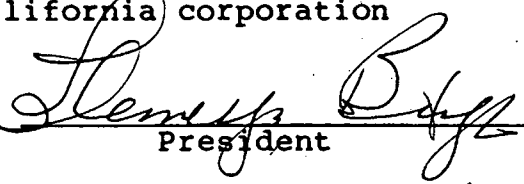
1 that the proposed Access Roads will at all times be consistent
2 with the primary use of the property for recreational purposes,
3 and it is mutually agreed that all of the terms, conditions and
4 provisions of the Deed will remain in effect, except as specifi-
5 cally agreed in writing by the parties. By their execution, the
6 parties do reaffirm all other restrictions and conditions con-
7 tained in the Deed.

8 The parties have executed this Agreement as of the
9 date set forth next to their signatures.

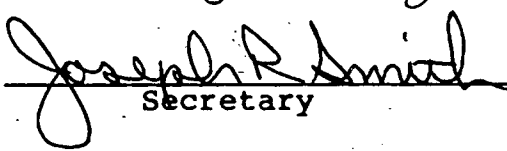
10 444 W. Ocean Blvd.
11 Long Beach, CA 90802

ALAMITOS LAND COMPANY, a
California corporation

12 November 24, 1987

By 
President

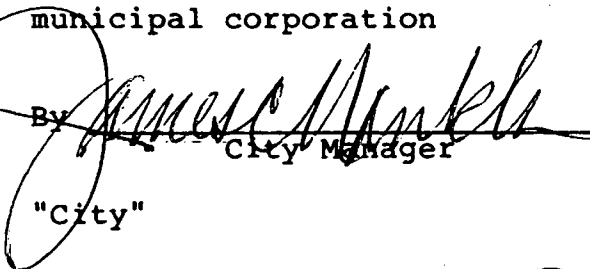
14 November 24, 1987

By 
Secretary
"Company"

17 333 W. Ocean Blvd.
18 Long Beach, CA 90802

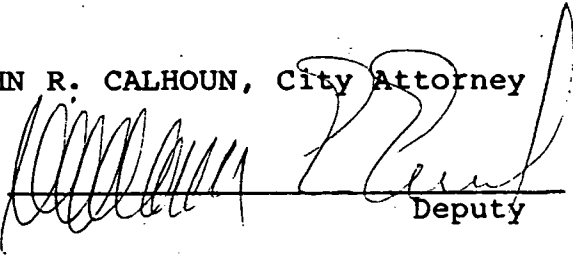
CITY OF LONG BEACH, a
municipal corporation

19 November 25, 1987

By 
City Manager
"City"

22 This agreement is approved as to form this 25 day
23 of November, 1987.

JOHN R. CALHOUN, City Attorney

By 
Deputy

27 WEE:bjh
28 9/22/87
D-239-23

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802
Telephone (213) 590-6061

(Corporation)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On November 24, 1987 before me, the undersigned, a Notary Public in and for said

State, personally appeared Llewellyn Bixby, Jr.

and Joseph R. Smith

(X) personally known to me or () proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as _____ President and _____ Secretary on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Signature

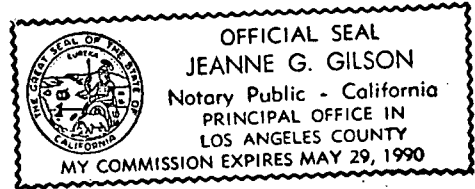
Jeanne G. Gilson
Name (Typed or Printed)

Jeanne G. Gilson

Name (Typed or Printed)

L-10 (8/82)

STAPLE HERE



(This area for official notarial seal)

DRILLSITE LANDS

DRILLSITE AREA A

DRILLSITE AREA B

FENCE

150'

30'

290.40'

890.83'

ACCESS ROAD
DRILLSITE AREA A

ACCESS ROAD
DRILLSITE AREA B

SANTIAGO AVE.

190'

30'

15'



SCALE: 1" = 40'

CITY OF LONG BEACH
DEPARTMENT OF OIL PROPERTIES
XENOPHON C. COLAZAS - DIRECTOR

RECREATION PARK
ACCESS ROADS

PREPARED BY: D.SULLIVAN
DRAWN BY: R.W.MILLS
DATE: 5-8-87 D.O.P. DRWG. NO. B-766

281.40'

985.27'

7th ST.

EXHIBIT "E"

REV. DATE: 9-16-87

NOTE:

Sept. 13, 1976 - New Bond No. 6SM 167 627

The above was not in the file for Contract #7702 - Recreation
Park Oil & Gas Lease.

Merianne Nakagawa
Merianne Nakagawa

3-28-85

Date