

CHURCH & DWIGHT TITLE CO.

Recording Requested By and
When Recorded Return To:

Songstad & Randall LLP
2201 Dupont Drive, Suite 100
Irvine, California 92612
Attn: Andrew V. Leitch

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**SURFACE USE RELEASE AGREEMENT
AND GRANT OF EASEMENTS**

This is a re-recording of that certain SURFACE USE RELEASE AGREEMENT AND GRANT OF EASEMENTS originally recorded on June 7, 2010, as Instrument No. 2010-0767130, Official Records, Los Angeles County, California. This document is being re-recorded due to the fact that certain exhibit pages were inadvertently omitted from the previously recorded document, and these missing exhibit pages have been included in this document.

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When Recorded Return To:

Songstad & Randall LLP
2201 Dupont Drive, Suite 100
Irvine, California 92612
Attention: Andrew Leitch, Esq.

SURFACE USE RELEASE AGREEMENT AND GRANT OF EASEMENTS

THIS SURFACE USE RELEASE AGREEMENT AND GRANT OF EASEMENTS ("**Agreement**") is entered into as of this 3 day of June, 2010 (the "**Effective Date**") by and between LCW OIL OPERATIONS, LLC, a Delaware limited liability company ("**LCW**"); and the CITY OF LONG BEACH, a municipal corporation ("**City**"); with regard to the following facts:

RECITALS

A. City owns fee title to that certain real property described in **Exhibit "A"** attached hereto ("**Surface Property**"), which concurrently herewith, City acquired from LCW Partners, LLC, a Delaware limited liability company ("**LCW Partners**") pursuant to the terms of that certain Real Estate Exchange Agreement dated April 28, 2010 by and between City and LCW Partners.

B. LCW owns those certain mineral rights and surface extraction rights described in **Exhibit "B"** attached hereto ("**Mineral Property**"). LCW and City do not intend for this Agreement to adversely affect the right, title or interest of LCW to the Mineral Property.

C. City, and its contemplated successors and assigns, intend to use the Surface Property for the City's Intended Use (as defined in Section 2(h)).

D. The Surface Property has historically been used for Oil and Gas Operations (as defined in Section 2(w)). LCW intends to continue to use portions of the Surface Property for current and future Oil and Gas Operations.

E. It is the intent of the parties hereto that this Agreement shall establish and define certain parameters which shall allow for Oil and Gas Operations to be continued on the Surface Property in conjunction with the City's Intended Use of the Surface Property.

NOW THEREFORE, IN FURTHERANCE OF THE FOREGOING, and in consideration of the mutual covenants, conditions, representations, warranties and agreements contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Ownership of the Mineral Property, Surface Use Release, Grant of Easements, and Licenses.

(a) LCW represents and warrants to City that LCW owns all of the right, title, and interest in the Mineral Property. LCW hereby releases any and all general or specific rights it may have to access or conduct Oil and Gas Operations on any portion of the Surface Property, except as specifically provided by this Agreement. Notwithstanding the foregoing, the releases hereunder shall not be deemed to affect the right, title or interest of LCW to the Mineral Property, except for the release and relinquishment of the surface rights as expressly set forth in this Section 1.

(b) City, as owner of the Surface Property, does hereby grant to LCW the following easements over those portions of the Surface Property as more particularly described on Exhibits "C", "C-1", "C-2", "C-3" and "D" attached hereto and depicted on Exhibits "C-4" and "D-1" attached hereto: (i) exclusive use easements for conducting Oil and Gas Operations (the "**Exclusive Use Easements**"); (ii) non-exclusive use easements for conducting Oil and Gas Operations, including without limitation underground oil and gas pipelines and utilities (the "**Joint Use Easements**"); (iii) non-exclusive use easements for operating, maintaining, repairing, replacing, improving, and testing above ground pipelines, utilities, and related equipment (the "**Above Ground Pipeline and Utility Easements**"); and (iv) non-exclusive use easements for access from public streets to the Exclusive Use Easements, the Joint Use Easements, and the Pipeline and Utility Easements (the "**Access Easements**"). Collectively, all easements described in this Section 1 shall be known as the "**Easements**." Collectively, the Joint Use Easements, the Above Ground Pipeline and Utility Easements and the Access Easements shall be known as the "**Non-Exclusive Easements**." Use of all Easements is available to all LCW employees, consultants, contractors, inspectors, regulatory authorities supervising Oil and Gas Operations, or other invitees by or through LCW ("**LCW Authorized Parties**"). No use by City of the Non-Exclusive Easements shall interfere or otherwise adversely affect use by LCW and the LCW Authorized Parties of the Non-Exclusive Easements. Use by LCW and the LCW Authorized Parties shall be in compliance with Section 1(c), below. Each of the Easements shall continue in full force and effect until LCW, at its sole discretion, elects to permanently cease all Oil and Gas Operations over the Surface Property relating to such Easements, at which time LCW shall, at no cost to City, execute such documentation required by City to evidence the abandonment of the Easements. In addition to the rights granted to LCW herein, LCW shall also have the right, but not the obligation, to erect fencing or install locked gates, at its sole cost and expense, along any of the borders of the Exclusive Use Easements to prevent the public from entering the Exclusive Use Easements, provided that LCW first obtain all permits required under applicable law for such fencing and/or gates.

(c) Regardless of the provisions of Section 1(b)(ii), (iii) and (iv) to the contrary: (i) LCW shall not construct, install or otherwise place new improvements for pipeline or utility purposes on any portion of the Surface Property outside of the Exclusive Use Easements without the prior written consent of City, which consent shall not be unreasonably withheld; (ii) LCW shall not relocate any existing subsurface pipeline or utility improvements to a location above ground without the prior written consent of City, which consent shall not be unreasonably withheld; and (iii) LCW shall only use existing roadways for access, unless it first obtains the prior written consent of City to use any other portion of the Surface Property for access, which consent shall not be unreasonably withheld.

(d) At the time LCW constructs or installs any new improvements outside of the Exclusive Use Easements, LCW shall specifically locate by survey such improvements on the Surface Property.

2. Definitions.

(a) **"Agency"** or **"Agencies"** means any federal, state or local agency having Jurisdiction over the Surface Property and/or the Mineral Property over the reporting, assessment and remediation of contaminated soil and/or groundwater by reason of any Hazardous Substances at, on or under the Property.

(b) **"City Indemnification Notice"** is defined in Section 3(c)(i).

(c) **"City Indemnified Party"** or **"City Indemnified Parties"** shall mean City and its successors in interest with respect to the Surface Property, and those persons and entities who now or in the future are their elected and appointed officials, partners, employees, agents, representatives, departments, agencies and officers.

(d) **"City Notice of Claim"** is defined in Section 3(c)(i).

(e) **"City Related Indemnified Parties"** is defined in Section 3(c)(i).

(f) **"City Response Actions"** is defined in Section 8.

(g) **"City Work Papers"** is defined in Section 7(f).

(h) **"City's Intended Use"** shall mean City's and its contemplated successors and assigns intended use of the fee interest in the Surface Property as public open space and wildlife habitat, which may include restoration of portions of the Surface Property to a variety of habitats, including seasonal ponds, freshwater, brackish and saltwater wetlands, and uplands to benefit endangered and threatened species, migratory shorebirds, waterfowl, seabirds, and coastal fish and aquatic species.

(i) **"City's Response Deadline"** is defined in Section 7(c)(ii).

(j) **"Environmental Laws"** means any and all present and future federal, state and local laws, statutes, ordinances, regulations, policies and any other requirements of Agencies relating to health, safety, the environment or to any Hazardous Substances (defined below), including without limitation: 15 U.S.C. §2601 et seq. (the Toxic Substances Control Act); 33 U.S. Code §1251 et seq. (the Clean Water Act); 42 U.S. Code §6901 et seq. (the Resource Conservation and Recovery Act); 42 U.S. Code §7401 et seq. (the Clean Air Act); 42 U.S. Code §9601 et seq. (the Comprehensive Environmental Response, Compensation and Liability Act); 49 U.S. Code §1801 et seq. (the Hazardous Materials Transportation Act); 33 U.S.C. §2701 et seq. (the Oil Pollution Act); California Health & Safety Code (H&S Code) §25100 et seq. (Hazardous Waste Control); H&S Code §25300 et seq. (the Hazardous Substance Account Act); H&S Code §25404 et seq. (Unified Hazardous Waste and Hazardous Materials Management Regulatory Program); H&S Code §25531 et seq. (Hazardous Materials Management); H&S Code §25249.5 et seq. (the California Safe Drinking Water and Toxic Enforcement Act); H&S Code §25280 et seq. (Underground Storage of Hazardous Substances); H&S Code §25170.1 et seq. (the California Hazardous Waste Management Act); H&S Code §25501 et seq. (Hazardous Materials Response Plans and Inventory); H&S Code §18901 et seq. (California Building Standards); California Water Code §13000 et seq. (the Porter-Cologne Water Quality Control Act); local fire codes; and the regulations adopted and promulgated pursuant thereto, as well as any future statute relating to the use, release, or disposal of Hazardous Substances, or to the cleanup of air, surface waters, groundwater, soil or other media contaminated with such substances.

(k) **"Hazardous Substance"** means petroleum and petroleum products, and substances (whether solid, liquid, or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future Environmental Laws or that may have a negative impact on human health or the environment, including but not limited to petroleum and petroleum products, asbestos, and asbestos-containing materials ("**ACM**"), polychlorinated biphenyls ("**PCBs**"), lead, lead-based paints, radon, radioactive materials, flammables, and explosives.

(l) **"Jurisdiction"** means the jurisdiction legally granted to an Agency pursuant to applicable California code or Federal statutes or regulations to compel and supervise remediation of Oil and Gas Environmental Conditions at the Property.

(m) **"LCW Indemnification Notice"** is defined in Section 7(c)(i).

(n) **"LCW Indemnified Party"** or **"LCW Indemnified Parties"** shall mean LCW and its successors in interest with respect to the Mineral Property, and their officers, directors, employees, partners, members, managers, and agents.

(o) **"LCW Notice of Claim"** is defined in Section 7(c)(i).

(p) **"LCW Related Indemnified Parties"** is defined in Section 7(c)(i).

- (q) **"LCW Response Actions"** is defined in Section 4(a).
- (r) **"LCW Work Papers"** is defined in Section 3(f).
- (s) **"LCW's Response Deadline"** is defined in Section 3(c)(ii).
- (t) **"Liabilities"** is defined in Section 3(a).

(u) **"Non-Oil and Gas Environmental Conditions"** shall mean the presence of Hazardous Substances in air, soil, soil vapor, storm water, surface water and/or groundwater at, on, or under the Surface Property, in such quantities or concentrations as to require assessment, monitoring, and/or remediation required by Agencies with Jurisdiction, or in such quantities or concentrations as to constitute, or be claimed to constitute, a nuisance, trespass, unhealthful exposure, injury, or damage to third parties or the public arising during City's ownership of the Surface Property and thereafter (but not prior to City's ownership) by any reason, other than Oil and Gas Operations or other activities of LCW conducted on or at the Property.

(v) **"Oil and Gas Environmental Conditions"** shall mean the presence of Hazardous Substances in air, soil, soil vapor, storm water, surface water and/or groundwater at, on, or under the Property (as hereinafter defined), in such quantities or concentrations as to require assessment, monitoring, and/or remediation required by Agencies with Jurisdiction, or in such quantities or concentrations as to constitute, or be claimed to constitute, a nuisance, trespass, unhealthful exposure, injury, or damage to third parties or the public arising by reason of Oil and Gas Operations conducted on or at the Property during LCW's ownership of the Mineral Property or thereafter (but not prior to LCW's ownership).

(w) **"Oil and Gas Operations"** means extracting, operating, maintaining, installing, constructing, repairing, working over, reworking, recompleting, drilling, redrilling, replacing, testing oil, gas, and injection wells and/or any pipelines, utilities, storage facilities and related equipment and installations which are part of and used in conjunction with oil operations, equipment, technologies, and activities.

(x) **"Property"** means the Surface Property and the Mineral Property.

(y) **"Remediation"** means collectively any environmental assessment, investigation, response, monitoring, remediation, and/or other corrective action as directed by any Agency with respect to Oil and Gas Environmental Conditions.

(z) **"Restoration Activities"** means any activities by City or any successor in interest to rejuvenate, restore, expand, reclaim, landscape, construct, or otherwise improve the Surface Property so as to: (a) change the Surface Property from its current state to a more natural, undeveloped state, or (b) expand the existing wetlands.

3. Indemnity by LCW.

(a) Subject to the limitations specified in Section 3(b) below, and provided that any party seeking to assert a LCW Indemnified Claim (defined below) notifies LCW in accordance with Sections 4 and 16 of this Agreement, and except as otherwise expressly limited herein, LCW shall indemnify, protect, defend and hold the City Indemnified Parties harmless from and against any and all actions, claims, causes of action, damages, liabilities, charges, administrative and judicial proceedings, Remediation, and all costs and expenses (collectively, the "Liabilities") incurred in connection therewith based on, arising out of, or in connection with:

(i) LCW's breach of this Agreement;

(ii) any activities conducted by LCW or any LCW Authorized Parties when using the Easements, the License, or otherwise on the Surface Property or in connection with the Mineral Property;

(iii) the presence of any Oil and Gas Environmental Conditions in, on, under, from or affecting the Property;

(iv) LCW's conduct of LCW Response Actions on the Surface Property;

(v) LCW's violation(s) of any Environmental Laws at the Surface Property during LCW's ownership of the Mineral Property; or

(vi) any Oil and Gas Operations conducted by any party at the Property during such party's ownership of the Mineral Property.

(b) Notwithstanding anything provided in this Agreement to the contrary, including, without limitation, the provisions of Section 3(a), LCW shall not be liable for, and shall have no indemnity or defense obligations for:

(i) any consequential, special, or punitive damages, including damages for diminution in value;

(ii) those Liabilities specified in Sections 7, 8, and 10 below for which City is responsible or as to which City is indemnifying the LCW Indemnified Parties;

(iii) any Liabilities suffered by City Indemnified Parties or LCW Indemnified Parties due to City's failure to comply with the terms of this Agreement;

(iv) any Liability arising in connection with or by reason of LCW's Response Actions to the extent arising from or by reason of the negligence or willful misconduct of the City Indemnified Parties or their contractors; or

(v) any and all Liabilities arising from or related to Liabilities to the extent caused by the negligence or willful misconduct of the City Indemnified Parties or their contractors.

(vi) Any and all Liabilities arising from or related to the relocation or modification of Facilities pursuant to Section 12 currently located within the Exclusive Easements and any related or corresponding Restoration Activities within the Exclusive Easements.

Liabilities set forth in Sections 3(a)(i) through 3(a)(vi) above, to the extent not excluded in Sections 3(b)(i) through 3(b)(vi), are hereinafter collectively referred to as "**LCW Indemnified Claims**". Without limiting the generality of the foregoing, the matters set forth in Sections 3(b)(i) through 3(b)(vi) shall be excluded from the definition of LCW Indemnified Claims.

(c) In addition to its agreement to protect, indemnify, defend and hold harmless the City Indemnified Parties for the LCW Indemnified Claims specified in Section 3(a) above, LCW shall defend the City Indemnified Parties in connection with any claim or demand against the City Indemnified Parties arising out of or related to the LCW Indemnified Claims. LCW's indemnity and defense obligation shall be subject to the following provisions:

(i) After receipt by a City Indemnified Party of notice of any claim or the commencement of any action ("**City Notice of Claim**") for which such City Indemnified Party believes it is entitled to indemnification or defense under this Agreement, such City Indemnified Party shall deliver written notice ("**City Indemnification Notice**") to LCW of the claim promptly, but in no event later than twenty (20) days after the City Indemnified Party's actual receipt of the City Notice of Claim; provided, however, such failure to notify or delay in notifying LCW shall not relieve LCW from any liability which it may have to any City Indemnified Party except to the extent of any actual prejudice to LCW from such failure or delay with respect to that certain City Indemnified Party(ies) and those City Indemnified Parties which derive their rights solely from their relationship with that certain City Indemnified Party only (i.e., agents, representatives, employees, officers, directors, shareholders, partners, trustees, affiliates, beneficiaries, attorneys, successors, representatives, heirs, executors, and assigns of a City Indemnified Party) (collectively, "**City Related Indemnified Parties**"). The City Indemnification Notice shall describe in reasonable detail the facts known to the City Indemnified

Party giving rise to such City Indemnified Claim. Thereafter, the City Indemnified Party shall promptly deliver to LCW after the City Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the City Indemnified Party relating to the claim (excluding documents protected by attorney-client privilege).

(ii) LCW shall have thirty (30) business days from the receipt of such written notice ("**LCW's Response Deadline**") in which to respond to the City Indemnified Parties' request that LCW retain counsel to defend the City Indemnified Parties against the claim or demand. LCW's failure to respond by LCW's Response Deadline shall be deemed to be a refusal to retain counsel to defend the City Indemnified Parties against the claim or demand.

(iii) If the claim or demand gives rise to a duty to defend under this Agreement, then LCW shall, no later than LCW's Response Deadline, retain counsel at its expense to defend the City Indemnified Parties against the claim or demand. As soon as practicable after the selection of counsel, but in no event later than LCW's Response Deadline, LCW shall notify the City Indemnified Parties of the identity of the counsel selected. The counsel selected by LCW shall be subject to the City Indemnified Parties' reasonable approval. If necessary, as a condition precedent to LCW's obligation to retain counsel for the City Indemnified Parties, the Parties agree to and will execute a mutually acceptable conflict waiver letter. However, if a City Indemnified Party reasonably determines, based upon written advice of counsel, that a conflict of interest exists that would make it inappropriate for the same counsel to represent both LCW and a particular City Indemnified Party, then the City Indemnified Party shall be entitled to retain its own counsel at the reasonable expense of LCW; provided that, LCW shall not be responsible for the fees and expenses of more than one such separate counsel. The City Indemnified Parties shall reasonably cooperate with LCW in such defense and make available to LCW all witnesses, pertinent records, materials and information in the City Indemnified Parties' possession or control relating thereto as is reasonably requested by or on behalf of LCW except as protected by attorney-client privilege. Similarly, in the event a City Indemnified Party is, directly or indirectly, conducting the defense against any such LCW Indemnified Claim, LCW shall cooperate with the City Indemnified Party in such defense and make available to the City Indemnified Party, at LCW's expense, all such witnesses, records, materials and information in LCW's possession or control relating thereto as is reasonably requested by the City Indemnified Party except as protected by attorney-client privilege.

(d) If a claim(s) or demand(s) gives rise to a duty to defend under this Agreement and LCW fails to retain counsel for the City Indemnified Parties by LCW's Response Deadline, then the City Indemnified Parties may retain counsel to defend

themselves against such claims or demands. LCW shall pay all reasonable attorneys' fees and expenses incurred by such counsel in defending the City Indemnified Parties against the claim or demand, until LCW engages counsel to undertake such defense.

(e) Notwithstanding any provision set forth in Section 3, any City Indemnified Party may take such actions as it deems prudent to defend itself in connection with any LCW Indemnified Claim, provided that such actions shall be at the respective City Indemnified Parties' sole cost and expense, except to the extent provided in Section 3(d) above.

(f) The Parties further agree that, within sixty (60) calendar days of receipt by LCW, LCW will forward to City copies of all non-privileged: (i) correspondence exchanged with Agency(ies) with Jurisdiction over Oil and Gas Environmental Conditions at the Property; (ii) correspondence and documents relating to the defense or settlement of any third-party claim pertaining to or affecting Oil and Gas Environmental Conditions at the Property; and (iii) testing results, draft reports, sampling data, results of assessment, remediation, monitoring, risk assessment data and analyses, and any reports issued in connection with Oil and Gas Environmental Conditions at the Property (collectively "**LCW Work Papers**") in LCW's care, custody, or control. LCW shall forward copies of the LCW Work Papers to the addresses set forth below.

(g) No compromise or settlement of such LCW Indemnified Claim may be effected by either the City Indemnified Parties or LCW without the consent of the other (which shall not be unreasonably withheld or delayed). Notwithstanding the foregoing, LCW may pay, settle or compromise a LCW Indemnified Claim without the written consent of the City Indemnified Parties so long as such settlement: (i) includes an unconditional release of the City Indemnified Parties from all Liability in respect of such LCW Indemnified Claim, (ii) does not subject the City Indemnified Parties to any injunctive relief or other equitable remedy, (iii) does not include a statement or admission of fault, culpability or failure to act by or on behalf of any City Indemnified Party, and (iv) does not materially and adversely interfere with the City's Intended Use.

4. Response Actions by LCW.

(a) LCW shall conduct any necessary response actions and activities resulting from its obligations under this Agreement ("**LCW Response Actions**") in compliance with all applicable Environmental Laws. LCW shall commence such LCW Response Actions within thirty (30) business days after receiving notice of same, and shall thereafter diligently prosecute the LCW Response Action to completion; provided, however, LCW's undertaking of the LCW Response Action is conditioned upon LCW first receiving applicable agency approvals and permits to perform any and all LCW Response Actions on the Property (including any and all required consents from City), if any such approvals, permits and consents are required, and such 30 business day period for commencing the LCW Response Action shall be extended for the amount of time reasonably required for LCW to develop any necessary plans and to secure the necessary permits. LCW shall promptly remove from the Property any wastes or other

materials generated as a result of such LCW Response Action activities. Without limiting the generality of the foregoing, LCW and City shall reasonably cooperate with each other to seek reasonable, cost-effective methods and means of performing LCW Response Actions, if any such actions become necessary. LCW shall have the right to engage any and all consultants, advisors, and contractors reasonably required to effect the LCW Response Action, including determination of all methods and means of performing the LCW Response Actions. LCW shall have the right to control and direct the actions to be taken and costs to be incurred in responding to any and all LCW Indemnified Claims. Except in emergency situations where public, safety or welfare is threatened ("**Emergency Situations**"), City Indemnified Parties shall not take any LCW Response Action or incur any costs with respect to LCW Indemnified Claims without the prior written consent of LCW, which consent may not be unreasonably withheld. Notwithstanding the foregoing, if a City Indemnified Party takes LCW Response Actions or incurs any costs with respect to a LCW Indemnified Claim where no Emergency Situation exists, without LCW's prior written consent, then LCW shall not be liable for such costs, and LCW's overall liability to such City Indemnified Party and City Related Indemnified Parties shall be reduced to the extent LCW is actually prejudiced from the LCW Response Actions taken by such City Indemnified Party.

(b) Notwithstanding the provisions set forth in Section 7(a), if LCW fails to commence taking LCW Response Actions or thereafter fails to diligently prosecute the LCW Response Actions to completion, a City Indemnified Party may, but shall not be required to, take reasonable LCW Response Actions for the LCW Indemnified Claim to mitigate its damages, and all reasonable costs and expenses incurred by such City Indemnified Party in connection therewith or relating thereto shall be reimbursed by LCW upon demand by such City Indemnified Party.

(c) City hereby grants to LCW, and its consultants, contractors, employees and agents, a license to access the Surface Property as necessary to allow LCW to accomplish its obligations under the Agreement. Such a license shall allow LCW to, among other things, bring onto the Surface Property such equipment or machinery as may be reasonably necessary to conduct appropriate LCW Response Actions and to defend any LCW Indemnified Claims. In entering the Surface Property to conduct the LCW Response Actions, LCW accepts the Surface Property conditions as may exist from time to time without any representation or warranty of City, and without any duty of City to warn of any conditions. Except to the extent otherwise governed by this Agreement, LCW agrees to assume all risks associated with entry and presence on the Surface Property. Except as otherwise provided in this Agreement, City shall not be liable for any injury of any kind whatsoever to any person entering upon the Surface Property under this Agreement arising from any cause whatsoever except for injuries caused by the negligence or intentional conduct of the City Indemnified Parties.

(d) Prior to commencing any LCW Response Action, LCW shall provide at least three (3) full business day's prior written notice to City of the date on which LCW proposes to commence the LCW Response Action (except in any situation calling for emergency response action, where this notice requirement is waived).

(e) Notwithstanding anything provided herein to the contrary, LCW's liabilities and obligations hereunder are conditioned upon City and other City Indemnified Parties reasonably cooperating with LCW.

(f) LCW will perform any LCW Response Actions required under this Agreement in a commercially reasonable manner or as otherwise required by any Agency. Further, LCW will interfere as little as reasonably practicable with City's activities on the Surface Property. LCW agrees that entry upon the Surface Property shall be limited to the extent necessary for the performance of the LCW Response Actions.

(g) City shall sign any and all consent forms required by such governmental agencies in connection with such permits and approvals.

(h) City or City's agent shall be entitled, at its sole option and expense, to have a representative present during the performance of the LCW Response Actions.

(i) LCW shall, during the term of this Agreement and at all times during which access is available to them, require all contractors or subcontractors performing the LCW Response Actions required under this Agreement, and their employees and agents, to maintain insurance with the following coverage:

- (i) Workers Compensation with statutory limits;
- (ii) Automobile Liability with \$1,000,000 single limit or equivalent; and,
- (iii) Commercial General Liability, with \$2,000,000 single limit or equivalent.

LCW shall cause City to be named as an additional insured on each contractor and subcontractor's Commercial General Liability insurance policy.

(j) To the extent that the LCW Response Actions entail air, soil and/or groundwater assessment and/or sampling, City retains the right, at City's cost, to have a contractor of its choice present and obtain split samples.

(k) Upon completion of any and all LCW Response Actions, LCW shall cause any tools, equipment, or materials placed on the Surface Property to be removed.

(l) Neither any agent, employee, or representative of LCW nor its contractors may consume, sell, serve, distribute, or give any alcoholic beverages to anyone on or about the Surface Property in connection with performing any LCW Response Actions. If City learns of any such activities in connection with the LCW Response Actions, the LCW Response Actions shall cease immediately and LCW shall cause the offending individual(s) to be removed from the Surface Property immediately and reimburse all of City's fees and costs in connection therewith.

(m) If the presence, use, on or off-site disposal or transport of Hazardous Substances on, to, under, from or about the Surface Property as a result of any necessary LCW Response Actions undertaken by LCW results in any spills or releases of Hazardous Substances, any injury to person, or any injury or damage to the Surface Property, then LCW shall promptly and at its sole cost notify City, obtain all permits and approvals necessary to remove such Hazardous Substances or otherwise remedy any suspected problem, and remove such Hazardous Substances and remedy any associated problems in accordance with applicable legal requirements and good business practices.

(n) Except as reasonably necessary to implement and complete any necessary LCW Response Actions, LCW shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or about the Surface Property without City's prior written consent.

(o) LCW shall not suffer or permit to be enforced against the Surface Property, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens arising from, or any claim for damage arising out of, the LCW Response Actions conducted by LCW. LCW agrees to indemnify the City Indemnified Parties, and hold the Surface Property free and harmless from all liability for any and all such liens, claims, demands, together with reasonable attorneys' fees and all costs and expenses incurred in connection with such liens. LCW shall, at its expense, pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof. Notwithstanding anything to the contrary contained in this paragraph, in the event of the recordation of such lien, LCW shall have the right, in good faith, to contest the validity of any such lien, claim, or demand, but in such case, upon demand of the City Indemnified Parties, LCW shall post a bond as required by law within 30 days after receipt of demand from the City Indemnified Parties, in an amount equal to such contested lien, claim, or demand.

5. Release by LCW.

LCW, on behalf of itself and its officers, directors, shareholders, owners, partners, agents, employees, parent companies, subsidiaries and affiliates, hereby releases, acquits and forever discharges the City Indemnified Parties from any and all LCW Indemnified Claims. LCW represents and warrants that it has read and fully understands the statutory language of Section 1542 of the Civil Code of the State of California, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

LCW expressly and specifically waives and relinquishes any and all protections, privileges, rights and benefits under Section 1542 as to the LCW Indemnified Claims.

6. Assessment, Monitoring and Remediation Activities by LCW.

Subject to the limitations of LCW's obligations in Section 3(b), if an Agency with Jurisdiction orders Remediation of Oil and Gas Environmental Conditions, then LCW agrees to assume responsibility for and cause the completion of, as necessary, such Remediation to the standard applicable to each of the parcels comprising the Surface Property based on the current zoning as of the Effective Date for the applicable parcel (the "**Current Remediation Standard**"), and agrees to obtain and comply with all guidance, directives and approvals from applicable Agencies in furtherance of its obligations, if any. If and to the extent LCW is obligated to undertake any Remediation to a standard higher than the Current Remediation Standard, or if City requests and LCW agrees to undertake such Remediation to a standard higher than the Current Remediation Standard, then City shall promptly reimburse LCW for the amount by which the costs and expenses incurred by LCW for such Remediation of the Surface Property to such higher standard exceeds the costs that would have been incurred by LCW with respect to such Remediation to the Current Remediation Standard (including, without limitation, any additional costs incurred by LCW had City not paid for a portion of the cost of the Remediation).

7. Indemnity by City.

(a) Subject to the limitations set forth in Section 7(b) below; and provided that any party seeking to assert a City Indemnified Claim (defined below) notifies City in accordance with Sections 8 and 16 of this Agreement, and except as otherwise expressly limited herein, City shall indemnify, protect, defend and hold the LCW Indemnified Parties harmless from and against any and all Liabilities based on, arising out of, or in connection with:

- (i) City's breach of this Agreement;
- (ii) use of the Non-Exclusive Easements by any party other than LCW or LCW Authorized Parties, including without limitation, trespassers, City or any of its lessees, contractors, employees, agents, or invitees;
- (iii) the presence of any Non-Oil and Gas Environmental Conditions in, on, under, from or affecting the Property;
- (iv) the relocation of Facilities by City or its successors pursuant to Section 12 currently located within the Exclusive Use Easements and any related or corresponding Restoration Activities within the Exclusive Use Easements;
- (v) City's conduct of City Response Actions on the Surface Property; or

(vi) City's violation(s) of any Environmental Laws during City's ownership of the Surface Property.

(b) Notwithstanding anything provided in this Agreement to the contrary, including, without limitation, the provisions of Section 7(a), City shall not be liable for, and shall have no indemnity or defense obligations for:

(i) any consequential, special, or punitive damages, including damages for diminution in value;

(ii) those Liabilities specified in Sections 3, 4, and 6 above for which LCW is responsible or as to which LCW is indemnifying the City Indemnified Parties;

(iii) any Liabilities suffered by City Indemnified Parties or LCW Indemnified Parties due to the LCW's failure to comply with the terms of this Agreement;

(iv) any Liability arising in connection with or by reason of City's Response Actions to the extent arising from or by reason of the negligence or willful misconduct of the LCW Indemnified Parties or their contractors; or

(v) any and all Liabilities arising from or related to Liabilities to the extent caused by the negligence or willful misconduct of the LCW Indemnified Parties or their contractors.

Liabilities set forth in Sections 7(a)(i) through 7(a)(vi) above, to the extent not excluded in Sections 7(b)(i) through 7(b)(v), are hereinafter collectively referred to as "**City Indemnified Claims**". Without limiting the generality of the foregoing, the matters set forth in Sections 7(b)(i) through 7(b)(v) shall be excluded from the definition of City Indemnified Claims.

(c) In addition to its agreement to protect, indemnify, and hold harmless the LCW Indemnified Parties for the City Indemnified Claims specified in Section 7(a) above, City shall defend the LCW Indemnified Parties in connection with any claim or demand against the LCW Indemnified Parties arising out of or related to the City Indemnified Claims. City's indemnity and defense obligation shall be subject to the following provisions:

(i) After receipt by a LCW Indemnified Party of notice of any claim or the commencement of any action ("**LCW Notice of Claim**") for which such LCW Indemnified Party believes it is entitled to indemnification or defense under this Agreement, such LCW Indemnified Party shall deliver written notice ("**LCW Indemnification Notice**") to City of the claim promptly, but in no event later than twenty (20) days after the LCW Indemnified Party's actual receipt of the LCW Notice of Claim; provided,

however, such failure to notify or delay in notifying City shall not relieve City from any liability which it may have to any LCW Indemnified Party except to the extent of any actual prejudice to City from such failure or delay with respect to that certain LCW Indemnified Party(ies) and those LCW Indemnified Parties which derive their rights solely from their relationship with that certain LCW Indemnified Party only (i.e., agents, representatives, employees, officers, directors, shareholders, partners, trustees, affiliates, beneficiaries, attorneys, successors, representatives, heirs, executors, and assigns of a LCW Indemnified Party) (collectively, "**LCW Related Indemnified Parties**"). The LCW Indemnification Notice shall describe in reasonable detail the facts known to the LCW Indemnified Party giving rise to such LCW Indemnified Claim. Thereafter, the LCW Indemnified Party shall promptly deliver to City after the LCW Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the LCW Indemnified Party relating to the claim (excluding documents protected by attorney-client privilege).

(ii) City shall have thirty (30) business days from the receipt of such written notice ("**City's Response Deadline**") in which to respond to the LCW Indemnified Parties' request that City retain counsel to defend the LCW Indemnified Parties against the claim or demand. City's failure to respond by City's Response Deadline shall be deemed to be a refusal to retain counsel to defend the LCW Indemnified Parties against the claim or demand.

(iii) If the claim or demand gives rise to a duty to defend under this Agreement, then City shall, no later than City's Response Deadline, retain counsel at its expense to defend the LCW Indemnified Parties against the claim or demand. As soon as practicable after the selection of counsel, but in no event later than City's Response Deadline, City shall notify the LCW Indemnified Parties of the identity of the counsel selected. The counsel selected by City shall be subject to the LCW Indemnified Parties' reasonable approval. If necessary, as a condition precedent to City's obligation to retain counsel for the LCW Indemnified Parties, the Parties agree to and will execute a mutually acceptable conflict waiver letter. However, if a LCW Indemnified Party reasonably determines, based upon written advice of counsel, that a conflict of interest exists that would make it inappropriate for the same counsel to represent both City and a particular LCW Indemnified Party, then the LCW Indemnified Party shall be entitled to retain its own counsel at the reasonable expense of City; provided that, City shall not be responsible for the fees and expenses of more than one such separate counsel. The LCW Indemnified Parties shall reasonably cooperate with City in such defense and make available to City all witnesses, pertinent records, materials and information in the LCW Indemnified Parties' possession or control relating thereto as is reasonably requested by or on behalf of City except as protected by

attorney-client privilege. Similarly, in the event a LCW Indemnified Party is, directly or indirectly, conducting the defense against any such City Indemnified Claim, City shall cooperate with the LCW Indemnified Party in such defense and make available to the LCW Indemnified Party, at City's expense, all such witnesses, records, materials and information in City's possession or control relating thereto as is reasonably requested by the LCW Indemnified Party except as protected by attorney-client privilege.

(d) If a claim(s) or demand(s) gives rise to a duty to defend under this Agreement and City fails to retain counsel for the LCW Indemnified Parties by City's Response Deadline, then the LCW Indemnified Parties may retain counsel to defend themselves against such claims or demands. City shall pay all reasonable attorneys' fees and expenses incurred by such counsel in defending the LCW Indemnified Parties against the claim or demand, until City engages counsel to undertake such defense.

(e) Notwithstanding any provision set forth in Section 7, any LCW Indemnified Party may take such actions as it deems prudent to defend itself in connection with any City Indemnified Claim, provided that such actions shall be at the respective LCW Indemnified Parties' sole cost and expense, except to the extent provided in Section 7(d) above.

(f) The Parties further agree that, within sixty (60) calendar days of receipt by City, City will forward to LCW copies of all non-privileged: (i) correspondence exchanged with Agency(ies) with Jurisdiction over Non- Oil and Gas Environmental Conditions at the Property; (ii) correspondence and documents relating to the defense or settlement of any third-party claim pertaining to or affecting Non- Oil and Gas Environmental Conditions at the Property; and (iii) testing results, draft reports, sampling data, results of assessment, remediation, monitoring, risk assessment data and analyses, and any reports issued in connection with Non- Oil and Gas Environmental Conditions at the Property (collectively "**City Work Papers**") in City's care, custody, or control. City shall forward copies of the City Work Papers to the addresses set forth below.

(g) No compromise or settlement of such City Indemnified Claim may be effected by either the LCW Indemnified Parties or City without the consent of the other (which shall not be unreasonably withheld or delayed). Notwithstanding the foregoing, City may pay, settle or compromise a City Indemnified Claim without the written consent of the LCW Indemnified Parties so long as such settlement: (i) includes an unconditional release of the LCW Indemnified Parties from all Liability in respect of such City Indemnified Claim, (ii) does not subject the LCW Indemnified Parties to any injunctive relief or other equitable remedy, (iii) does not include a statement or admission of fault, culpability or failure to act by or on behalf of any LCW Indemnified Party, and (iv) does not materially and adversely interfere with current Oil and Gas Operations at or on the Surface Property.

8. Response Actions by City.

(a) City shall conduct any necessary response actions and activities resulting from its obligations under this Agreement ("**City Response Actions**") in compliance with all applicable Environmental Laws. City shall commence such City Response Actions within thirty (30) business days after receiving notice of same, and shall thereafter diligently prosecute the City Response Action to completion; provided, however, City's undertaking of the City Response Action is conditioned upon City first receiving applicable agency approvals and permits to perform any and all City Response Actions on the Surface Property (including any and all required consents from the LCW), if any such approvals, permits and consents are required, and such 30 business day period for commencing the City Response Action shall be extended for the amount of time reasonably required for City to develop any necessary plans and to secure the necessary permits. City shall promptly remove from the Surface Property any wastes or other materials generated as a result of such City Response Action activities. Without limiting the generality of the foregoing, LCW and City shall reasonably cooperate with each other to seek reasonable, cost-effective methods and means of performing City Response Actions, if any such actions become necessary. City shall have the right to engage any and all consultants, advisors, and contractors reasonably required to effect the City Response Action, including determination of all methods and means of performing the City Response Actions. City shall have the right to control and direct the actions to be taken and costs to be incurred in responding to any and all City Indemnified Claims. Except in emergency situations where public, safety or welfare is threatened ("**Emergency Situations**"), LCW Indemnified Parties shall not take any City Response Action or incur any costs with respect to City Indemnified Claims without the prior written consent of City, which consent may not be unreasonably withheld. Notwithstanding the foregoing, if a LCW Indemnified Party takes City Response Actions or incurs any costs with respect to a City Indemnified Claim where no Emergency Situation exists, without City's prior written consent, then City shall not be liable for such costs, and City's overall liability to such LCW Indemnified Party and LCW Related Indemnified Parties shall be reduced to the extent City is actually prejudiced from the City Response Actions taken by such LCW Indemnified Party.

(b) Notwithstanding the provisions set forth in Section 8(a), if City fails to commence taking City Response Actions or thereafter fails to diligently prosecute the City Response Actions to completion, a LCW Indemnified Party may, but shall not be required to, take reasonable City Response Actions for the City Indemnified Claim to mitigate its damages, and all reasonable costs and expenses incurred by such LCW Indemnified Party in connection therewith or relating thereto shall be reimbursed by City upon demand by such LCW Indemnified Party.

(c) LCW hereby grants to City and its consultants, contractors, employees and agents, a license to access the Mineral Property as necessary to allow LCW to accomplish its obligations under the Agreement. Such a license shall allow LCW to, among other things, use such equipment or machinery on the Mineral Property as may be reasonably necessary to conduct appropriate City Response Actions and to

defend any City Indemnified Claims. In entering the Mineral Property to conduct the City Response Actions, City accepts the Mineral Property conditions as may exist from time to time without any representation or warranty of the LCW, and without any duty of LCW to warn of any conditions. Except to the extent otherwise governed by this Agreement, City agrees to assume all risks associated with entry and presence on the Mineral Property. Except as otherwise provided in this Agreement, LCW shall not be liable for any injury of any kind whatsoever to any person entering the Mineral Property under this Agreement arising from any cause whatsoever except for injuries caused by the negligence or intentional conduct of the LCW Indemnified Parties.

(d) Prior to commencing any City Response Action, City shall provide at least three (3) full business day's prior written notice to LCW of the date on which City proposes to commence the City Response Action (except in any situation calling for emergency response action, where this notice requirement is waived).

(e) Notwithstanding anything provided herein to the contrary, City's liabilities and obligations hereunder are conditioned upon LCW and other Indemnified Parties reasonably cooperating with City.

(f) City will perform any City Response Actions required under this Agreement in a commercially reasonable manner or as otherwise required by any Agency. Further, City will interfere as little as reasonably practicable with the LCW's activities on the Mineral Property. City agrees that entry into the Mineral Property shall be limited to the extent necessary for the performance of the City Response Actions.

(g) LCW shall sign any and all consent forms required by such governmental agencies in connection with such permits and approvals.

(h) LCW or LCW's agent shall be entitled, at its sole option and expense, to have a representative present during the performance of the City Response Actions.

(i) City shall, during the term of this Agreement and at all times during which access is available to them, require all contractors or subcontractors performing the City Response Actions required under this Agreement, and their employees and agents, to maintain insurance with the following coverage:

- (i) Workers Compensation with statutory limits;
- (ii) Automobile Liability with \$1,000,000 single limit or equivalent; and,
- (iii) Commercial General Liability, with \$2,000,000 single limit or equivalent.

City shall cause LCW to be named as an additional insured on each contractor and subcontractor's Commercial General Liability insurance policy. LCW acknowledges that

City is self-insured, and may provide evidence of compliance with the requirements of this Section 8(i) through its self-insurance program.

(j) To the extent that the City Response Actions entail air, soil and/or groundwater assessment and/or sampling, LCW retains the right, at LCW's cost, to have a contractor of its choice present and obtain split samples.

(k) Upon completion of any and all City Response Actions, City shall cause any tools, equipment, or materials placed within the Mineral Property.

(l) Neither any agent, employee, or representative of City nor its contractors may consume, sell, serve, distribute, or give any alcoholic beverages to anyone on or about the Surface Property in connection with performing any City Response Actions. If LCW learns of any such activities in connection with the City Response Actions, the City Response Actions shall cease immediately and City shall cause the offending individual(s) to be removed from the Surface Property immediately and reimburse all of LCW's fees and costs in connection therewith.

(m) If the presence, use, on or off-site disposal or transport of Hazardous Substances on, to, under, from or about the Property as a result of any necessary City Response Actions undertaken by City results in any spills or releases of Hazardous Substances, any injury to person, or any injury or damage to the Mineral Property, then City shall promptly and at its sole cost notify LCW, obtain all permits and approvals necessary to remove such Hazardous Substances or otherwise remedy any suspected problem, and remove such Hazardous Substances and remedy any associated problems in accordance with applicable legal requirements and good business practices.

(n) Except as reasonably necessary to implement and complete any necessary City Response Actions, City shall not cause or permit any Hazardous Substance to be brought into, kept, or used in or about the Mineral Property without LCW's prior written consent.

(o) City shall not suffer or permit to be enforced against the Mineral Property, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens arising from, or any claim for damage arising out of, the City Response Actions conducted by City. City agrees to indemnify the LCW Indemnified Parties, and hold the Mineral Property free and harmless from all liability for any and all such liens, claims, demands, together with reasonable attorneys' fees and all costs and expenses incurred in connection with such liens. City shall, at its expense, pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof. Notwithstanding anything to the contrary contained in this paragraph, in the event of the recordation of such lien, City shall have the right, in good faith, to contest the validity of any such lien, claim, or demand, but in such case, upon demand of the LCW Indemnified Parties, City shall post a bond as required by law within 30 days after receipt of demand from the LCW Indemnified Parties, in an amount equal to such contested lien, claim, or demand.

9. Release by City. City, on behalf of itself and its officers, directors, shareholders, owners, partners, agents, employees, parent companies, subsidiaries and affiliates, hereby releases, acquits and forever discharges the LCW Indemnified Parties from any and all City Indemnified Claims. City represents and warrants that it has read and fully understands the statutory language of Section 1542 of the Civil Code of the State of California, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

City expressly and specifically waives and relinquishes any and all protections, privileges, rights and benefits under Section 1542 as to the City Indemnified Claims.

10. Assessment, Monitoring and Remediation Activities by City.

Subject to the limitations of City's obligations in Section 7(b), if an Agency with Jurisdiction orders Remediation of Non- Oil and Gas Environmental Conditions, then City agrees to assume responsibility for and cause the completion of, as necessary, such Remediation to the Current Remediation Standard, and agrees to obtain and comply with all guidance, directives and approvals from applicable Agencies in furtherance of its obligations, if any.

11. Maintenance of Easements.

LCW shall, at its sole cost and expense, maintain and repair the Exclusive Use Easements and improvements now existing or hereafter constructed on the Exclusive Use Easements by LCW; provided, however, if such maintenance or repair is required due to City's breach of this Agreement, then City shall promptly reimburse LCW for the expenses incurred in performing such repair and maintenance. LCW shall, subject to partial reimbursement from City as set forth below, maintain and repair those portions of the Non-Exclusive Easements which are being used by LCW from time to time and improvements now existing or hereafter constructed on the Non-Exclusive Easements by LCW. City shall reimburse LCW for fifty percent (50%) of all costs incurred in maintaining or repairing any and all portions of the Non-Exclusive Easements within thirty (30) days after receipt by City of an invoice from LCW, along with reasonable documentation evidencing such costs. Notwithstanding the foregoing, City shall have no obligation to reimburse LCW for costs incurred for maintenance and repair required due to any of the following: (a) LCW's breach of this Agreement; (b) damages in excess of ordinary wear and tear caused by use of the Non-Exclusive Easements by LCW or LCW Authorized Parties; or (c) damages with respect to improvements constructed on the Non-Exclusive Easements by LCW. If the monthly costs of such repair and maintenance exceed \$5,000, then LCW shall first obtain City's approval of such costs, which approval shall not be unreasonably withheld. If City's

consent is not obtained, then City's reimbursement obligation shall not exceed \$2,500 (fifty percent of \$5,000) for any given month. Notwithstanding the foregoing, City shall be obligated to reimburse LCW for one hundred percent (100%) of costs incurred for maintenance and repair required due to any of the following: (a) City's breach of this Agreement; or (b) damages in excess of ordinary wear and tear caused by use of the Non-Exclusive Easements by any party other than LCW or LCW Authorized Parties.

City shall, at its cost and expense, maintain and repair the improvements constructed on the Non-Exclusive Easements by or at the direction of City, except to the extent such maintenance or repair is required due to any of the following: (y) LCW's breach of this Agreement; or (z) use of Non-Exclusive Easements by LCW or any LCW Authorized Parties, in which case LCW shall promptly reimburse City for all costs for such maintenance and repair required pursuant to subsections (y) and (z) above.

12. Modifications to Easements.

The parties agree that in order to accommodate the City's Intended Use, it may be necessary to modify the Easements and relocate facilities and or improvements used in connection with the Oil and Gas Operations, including without limitation, idled, closed, and active wells, pipelines, and utilities (collectively, "**Facilities**"), within the Easements. LCW agrees to the reasonable relocation or modification of the Easements and shall relocate those Facilities which are reasonably necessary to accommodate such relocation or modification of the Easements, provided that the following conditions have been satisfied: (i) LCW has not been required to relocate the same Facilities within the previous ten (10) year period ending on the date the current relocation request is received by LCW; (ii) LCW is not required to expend any costs related to or arising from such relocation or modification other than costs for Remediation required to be performed by LCW pursuant to this Agreement, including the Remediation LCW is required to perform arising from or related to the relocation or modification of Facilities currently located within the Non-Exclusive Easements; (iii) the requesting party has obtained any necessary permits or governmental approvals for both the actual relocation and the new operations and/or Facilities; (iv) the restoration plan provides a seamless transition of new operational replacement Facilities before existing Facilities are shut down so that LCW's Oil and Gas Operations are not interrupted for any period of time exceeding twenty-four (24) hours; (v) the aggregate cost and expense of continued Oil and Gas Operations to LCW will not be materially increased; (vi) such relocation or modification shall be in coordination with a final restoration or redevelopment plan approved by City and other applicable regulatory agencies for the City's Intended Use including a final grading plan; (vii) such restoration plan is not subject to a CEQA appeal or other legal challenge; (viii) such restoration plan has previously been approved by LCW, which approval shall not be unreasonably withheld; (ix) LCW is able to reasonably complete the relocation within one (1) year of all other conditions being met; and (x) the reasonably projected ultimate recovery from the Oil and Gas Operations, including from currently idled wells, as mutually agreed upon by the parties after they have negotiated in good faith for a minimum of seven (7) days, has not been materially diminished. Without limiting the generality of the foregoing, City

shall pay, or cause a third party to pay, any and all reasonable costs incurred by LCW in relocation or modification of any Facilities, including all costs required to improve any relocated Facility so that same shall be operable at the new location, but excluding costs for Remediation required to be performed by LCW pursuant to this Agreement. In lieu of relocation provided in this Section 12 and at the request of either party hereto, the parties shall negotiate in good faith to sell the Facilities subject to relocation to City or its successors if the reasonable fair market value of the Facilities and all future production associated therewith is less than the reasonable relocation costs for said Facilities.

If an existing Easement is to be relocated pursuant to this Section 12 ("**Existing Easement**") to a new location as a relocated Easement ("**Newly Relocated Easements**"), the parties shall amend this Agreement, at no cost to City, to reflect LCW's relinquishment of its right, title and interest in and to the Existing Easement, and the granting to LCW of right, title and interest in and to the Newly Relocated Easement within ten (10) days after either party delivers a written request to the other party for such an amendment. Upon final establishment of a Newly Relocated Easement, should such Newly Relocated Easement be subject to proposed relocation or modification pursuant to further relocation plans, City shall not be obligated to pay any costs for Remediation arising from Oil and Gas Environmental Conditions existing within the Newly Relocated Easements incurred in connection with such relocation or modification.

13. Abandonment of Wells.

If LCW, in its sole and absolute discretion, decides to permanently abandon any oil and gas well on the Surface Property, then LCW, at its own cost and expense, shall be responsible for the ultimate abandonment of such oil and gas wells on the Surface Property to a standard acceptable to the State of California Division of Oil, Gas and Geothermal Resources at the time of abandonment and suitable for the City's Intended Use. If, however, the abandonment arises out of a relocation required pursuant to Section 12, then City shall bear or cause a third party to bear the cost and expense of such abandonment.

14. Cooperation.

If LCW is obligated to relocate Facilities pursuant to Section 12, then LCW and City agree to use commercially reasonable efforts to efficiently conduct the relocation of the Facilities hereunder and in a manner so as to minimize Net Operating Revenue loss and otherwise not unreasonably interfere with the restoration of the Surface Property in accordance with the City's Intended Use. LCW, at no cost to itself, and City agree to cooperate in good faith to facilitate the restoration of the Surface Property in accordance with the City's Intended Use while not unreasonably interfering with Oil and Gas Operations within the Easements and to reasonably and timely execute and approve such documents, plans, applications and permits as may be necessary to facilitate the restoration of the Surface Property in accordance with the City's Intended Use and the relocation of the Facilities.

15. Attorneys' Fees.

If any party to this Agreement brings an action against another party by reason of a breach or alleged violation of any covenant, term or obligation of this Agreement, or for the enforcement of any provision of this Agreement or otherwise arising out of this Agreement, the prevailing party in such action shall be entitled to its cost of suit and reasonable attorneys' fees, which shall be made part of any judgment rendered in such action.

16. Notices.

Any notice to be given by either party to the other shall be in writing and shall be delivered in person, by certified or registered mail, postage prepaid, or by reputable overnight carrier keeping receipt of delivery addressed to the party for whom intended (which delivery shall be deemed accomplished on the date received or, with respect to certified mail, on the date three (3) days after sending) as follows:

If to LCW: LCW Oil Operations, LLC
2101 E. Rosecrans Avenue, Suite 3280
El Segundo, California 90245
Attention: Jeff Berger

With a copy to: Songstad & Randall LLP
2201 Dupont Drive, Suite 100
Irvine, California 92612
Attention: Andrew Leitch

If to City: City of Long Beach
333 W. Ocean Boulevard
Long Beach, California 90802
Attention: City Manager

With a copy to: Los Cerritos Wetlands Authority
c/o Rivers and Mountains Conservancy
El Encanto
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702

Attention: Executive Officer

Each party shall have the right to designate a different address for purposes of receiving notice hereunder.

17. Covenant Running, Successors and Assigns.

The respective rights and obligations hereunder shall be deemed to be covenants running with the land and shall each benefit and burden the Surface Property and the Mineral Property, and shall inure to the benefit and be binding upon the heirs, successors, assigns, and representatives of the parties hereto. The owner of the Mineral Property and the Easements shall automatically be deemed, by acceptance of a deed to such property, to have assumed all obligations relating thereto accruing after such owner's acquisition of the Mineral Property and the Easements. Upon the sale or other transfer of the Mineral Property to any new owner, the transferor shall be released from all further liability or obligation under this Agreement, except for matters arising during the transferor's period of ownership of the Mineral Property. Upon the sale or other transfer of the Surface Property by City to any new owner, such new owner of the Surface Property shall automatically be deemed, by acceptance of a deed to such property, to have assumed all obligations relating thereto accruing before or after such owner's acquisition of the Surface Property. Upon the sale or other transfer of the Surface Property to any new owner, the transferor shall be released from any liability or obligation under this Agreement, except for matters arising during the transferor's period of ownership of the Surface Property. LCW shall not transfer or grant rights to use any Easement to a third-party, other than to an LCW Authorized Party for uses which benefit LCW or to an affiliate of LCW, unless LCW transfers the entire Mineral Property to such third-party. Any transfer of rights hereunder may be made by either party by delivering written notice to the other party. Such transfers shall not require the consent of the non-transferring party.

18. Exhibits.

All exhibits attached hereto are incorporated herein by this reference.

19. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. Counterparts.

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto have signed the same documents. All counterparts shall be construed together and shall constitute one agreement.

21. Further Assurances.

Each of the parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties. Except as otherwise permitted herein, City agrees

not to take any affirmative action to seek to close down or otherwise interfere with Oil and Gas Operations on the Surface Property that are conducted in accordance with the terms of this Agreement. LCW shall assume all responsibility for, and obligations relating to, assessing data and information related to the Property in order to evaluate and determine the potential applicability of governmental reporting or notification laws. LCW will make a determination, at its sole and absolute discretion, whether any obligations exist to report environmental findings to governmental agencies or other entities. Neither City nor City's employees or agents shall report any findings to any governmental agency, unless: (a) LCW has identified a substantial and imminent danger to human health or the environment; or (b) City or its employee or agents are required to report findings pursuant to applicable law.

22. Entire Agreement.

This Agreement constitutes the entire understanding of the parties hereto and shall supersede any and all other prior agreements, whether written or oral, regarding the subject hereof. This Agreement shall not be amended or modified except by a writing signed by all the owners of the Easements, the Surface Property and the Mineral Property.

23. Estoppel Certificates.

Each party shall, from time to time, within fifteen (15) days after written request from the other party, whether for the benefit of such other party or its prospective transferee, lender, or prospective lender (a "**Requesting Entity**"), execute, acknowledge and deliver to the Requesting Entity, a certificate ("**Estoppel Certificate**") stating (i) that the terms and provisions of this Agreement are unmodified and are in full force and effect or, if modified, identifying such modifications; (ii) whether, to the actual knowledge, of the party executing the Estoppel Certificate, after conducting a reasonable investigation of the relevant facts, there is any existing default under this Agreement (or grounds therefor after giving the requisite notice hereunder) by the Requesting Entity and, if so, specifying the nature and extent thereof; (iii) whether, to the actual knowledge of the party executing the Estoppel Certificate, after conducting a reasonable investigation of the relevant facts, there are any sums which the party executing such Estoppel Certificate is entitled to be reimbursed by the Requesting Entity, and if there is any such sum, specifying the nature and amounts thereof; and (iv) the nature and extent of any claims then being asserted or to the actual knowledge capable of being asserted, or otherwise actually known by such party, after conducting a reasonable investigation of the relevant facts, against the enforcement of the Requesting Entity's rights.

24. Permitted Delays.

Notwithstanding anything to the contrary set forth in this Agreement, whenever performance is required of any party under this Agreement, the party shall use all due diligence and take all reasonable and necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any

time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, or damage to work in progress by reason of fire or other casualty, delays in obtaining governmental permits and approvals, or other cause beyond the reasonable control of the party required to perform (collectively, "Force Majeure"), then the time for performance as herein specified shall be extended by the period of the delay actually so caused. The provisions of this Section 24 shall not (i) operate to excuse any party from the prompt payment of any amounts to be paid by it under this Agreement, or (ii) be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations because of a lack of funds.

25. Construction of Agreement.

The agreements contained herein shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

June 15, 2010

LCW OIL OPERATIONS, LLC, a Delaware limited liability company

By: LCW Partners, LLC, a Delaware limited liability company, its sole member

By: LCW Holdings, LLC, a Delaware limited liability company, its sole member

By: Jeffrey A. Cuy
Its: Manager

"LCW"

6/15, 2010

CITY OF LONG BEACH, a municipal corporation

By: Robert West
City Manager

"City"

This Agreement is approved as to form on June 15, 2010.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy

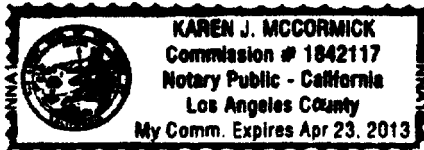
STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

ss.

On 6-15-10, 2010, before me, KAREN J. MCCORMICK
_____, Notary Public, personally appeared JEFFREY A. BERGER
_____, 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.



Karen J. McCormick
Notary Public
In and For Said County and State

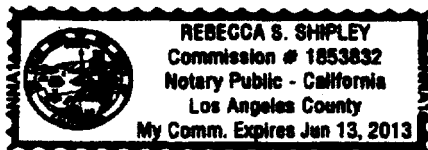
STATE OF CALIFORNIA)
COUNTY OF _____)

ss.

On JUNE 15, 2010, before me, REBECCA S. SHIPLEY
_____, Notary Public, personally appeared PATRICK H. WEST
_____, 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.



Rebecca S. Shipley
Notary Public
In and For Said County and State

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 2010, before me, _____
_____, Notary Public, personally appeared _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they/executed the
same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public
In and For Said County and State

EXHIBIT "A"
SURFACE PROPERTY LEGAL DESCRIPTION

EXHIBIT "A"
PARCEL 1

**LEGAL DESCRIPTION OF
SURFACE PROPERTY
(S'ty Portion to be Conveyed to City of Long Beach)**

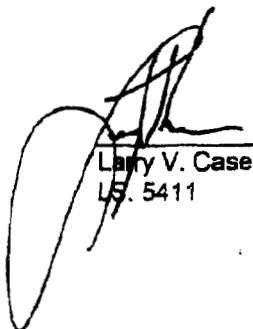
Parcel 3 as shown on the map attached to that certain Certificate of Compliance on communication with Lot Line Adjustment LLA 9906-14 recorded January 25, 2000 as instrument no, 00-0112748, of official records of Los Angeles County, California, more particularly described as follows:

In the City of Long Beach, County of Los Angeles, State of California, being Parcel 3 of Parcel Map No. 19212, as shown on Map filed in Book 260, pages 93 and 94 of Parcel Maps, in the office of the county recorder of said county, modified by MLA 9605-01, filed as instrument number 96-1307894 in the office of the county recorder of said county, and a portion of Parcel 2 of Parcel Map No. 7470, as shown on map filed in Book 121, Pages 36 through 39 of Parcel Maps, in the office of the county recorder of said county, and modified by MLA 9605-01, filed as instrument no. 96-1307893 in the office of the county recorder of said county, said portion being described as follows:

Beginning at the northeasterly terminus of that certain course shown on MLA 9605-01, said course bears North 52°11'12" East and has a distance of 264.04 feet; thence South 52°11'12" West a distance of 18.41 feet; thence North 24°05'56" West a distance of 39.06 feet; thence North 52°12'40" East a distance of 205.49 feet to a boundary of said Parcel 3; thence southeasterly along a non-tangent curve, a radial to said curve bears South 55°44'13" West, having a radius of 1293.00 feet, through a central angle of 05°24'34" a distance of 122.07 feet to the easterly most point of said Parcel 2, a radial of said curve bears South 61°08'47" West; thence North 89°54'03" West a distance of 195.66 feet; thence South 00°05'57" West a distance of 46.63 feet to the point of beginning.

Excepting that portion of said Parcel 3 of Parcel Map No. 19212 described as follows:

Beginning at the northeasterly terminus of a certain course shown on MLA 9605-01, said course bears North 52°11'12" East and has a distance of 264.04 feet; thence South 52°11'12" West a distance of 18.41 feet to the true point of beginning; thence South 24°05'56" East a distance of 29.81 feet; thence South 52°11'12" West a distance of 239.59 feet; thence North 37°52'23" West a distance of 28.96 feet; thence North 52°11'12" East a distance of 246.69 feet to the true point of beginning.



Larry V. Case
LS. 5411

Date: 6-3-10



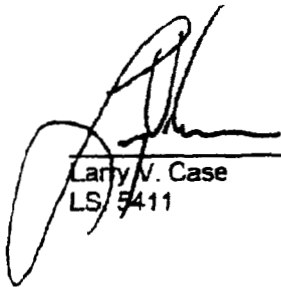
EXHIBIT "A"
PARCEL 2

**LEGAL DESCRIPTION OF
SURFACE PROPERTY**

(30 ac.± Southerly Parcel to be Conveyed to City of Long Beach)

That portion of the Northwest 1/4 of Fractional Section 11, Township 5 South, Range 12 West, in the Rancho Los Alamitos, in the City of Long Beach, County of Los Angeles, State of California, together with that portion of Westminster Avenue vacated by Resolution No. C-2192 of said City of Long Beach, described as a whole as follows:

Beginning at the intersection of a line parallel with and 57 feet northeasterly measured at right angles from that certain course shown as having a bearing of South 37°43'30" West, in the northeasterly boundary of Lot 1 of Tract No. 26635, as per map recorded in Book 684, page 51, 52, and 53 of Maps, of said county, and its prolongation with the centerline of Second Street as said centerline is shown on said Tract No. 26635; thence easterly along the easterly prolongation of said centerline of Second Street to a line parallel with and 850 feet northeasterly, measured at right angles from the first hereinabove mentioned parallel line; thence along parallel line South 37°43'30" West to a point in the southeasterly line of Westminster Avenue, 100.00 feet wide, as described in part of Parcels 3 through 10, inclusive in deed to the County of Los Angeles, recorded December 3, 1962 as Instrument No. 4500, in Book D-1842, Pages 137 through 145, inclusive, of Official Records of said county, said point being the True Point of Beginning; thence northeasterly along Westminster Avenue to the North South 1/4 centerline of said Section 11; thence southerly along said North South 1/4 centerline to the northwesterly line of that certain 400 foot strip of land described as Parcel 1 in the Deed to the Los Angeles County Flood Control District, recorded in Book 3984, Page 236 of Official Records of said county; thence southwesterly along the boundary line of Parcel Map No. 14983, as per map filed in Book 190, pages 52 and 53 of Parcel Maps, records of said county; thence northwesterly along said last mentioned northeasterly boundary to the True Point of Beginning of this description.


Larry V. Case
LS 5411

Date: 6-3-10



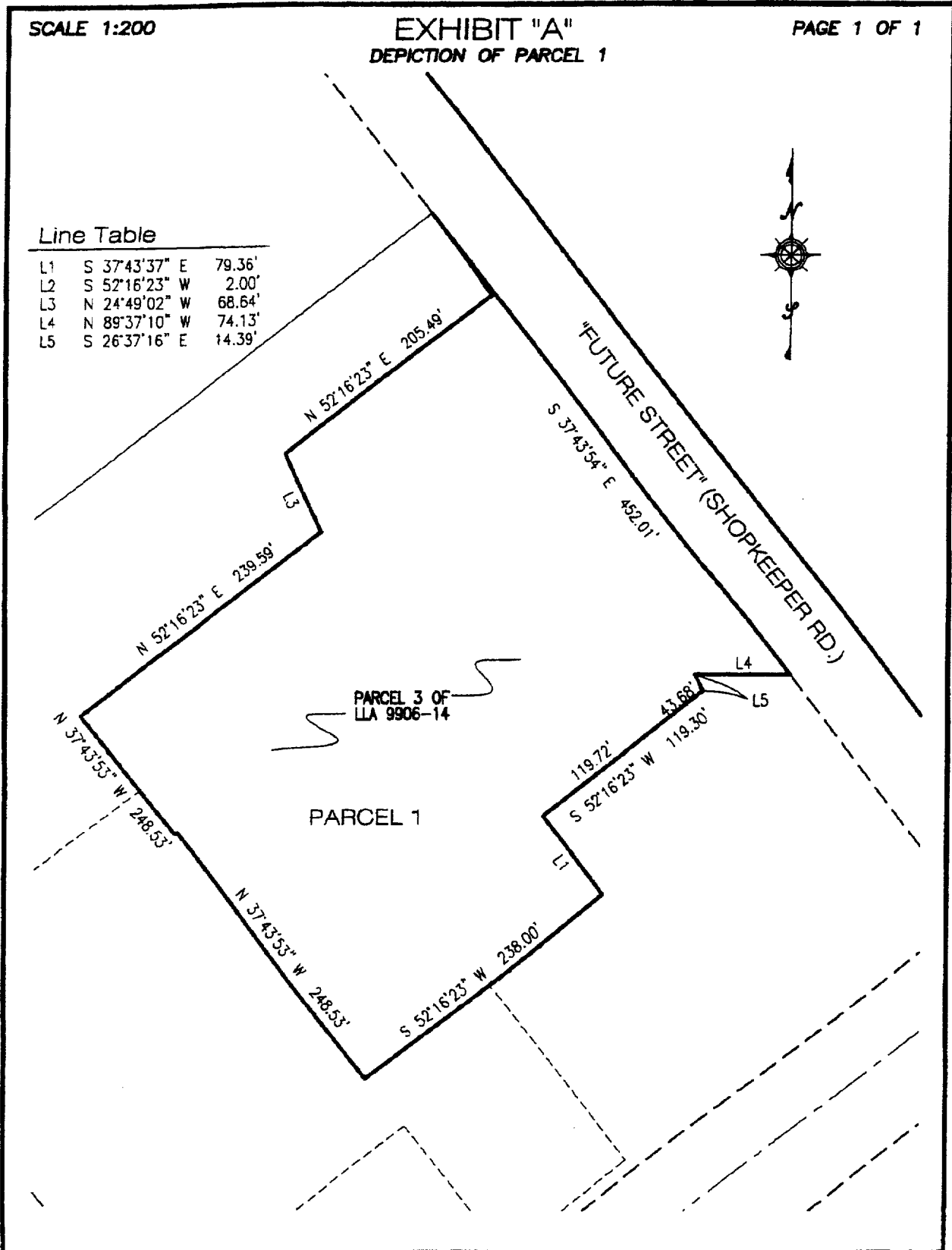
SCALE 1:200

EXHIBIT "A"
DEPICTION OF PARCEL 1

PAGE 1 OF 1

Line Table

L1	S 37°43'37" E	79.36'
L2	S 52°16'23" W	2.00'
L3	N 24°49'02" W	68.64'
L4	N 89°37'10" W	74.13'
L5	S 26°37'16" E	14.39'



SCALE 1:200

EXHIBIT "A"
DEPICTION OF PARCEL 2

PAGE 1 OF 1

WESTMINSTER AVE.



SHOPKEEPER

N 37°43'37" W 2001.97'

PARCEL 2

S 0°14'27" W 1772.77'

124.09'

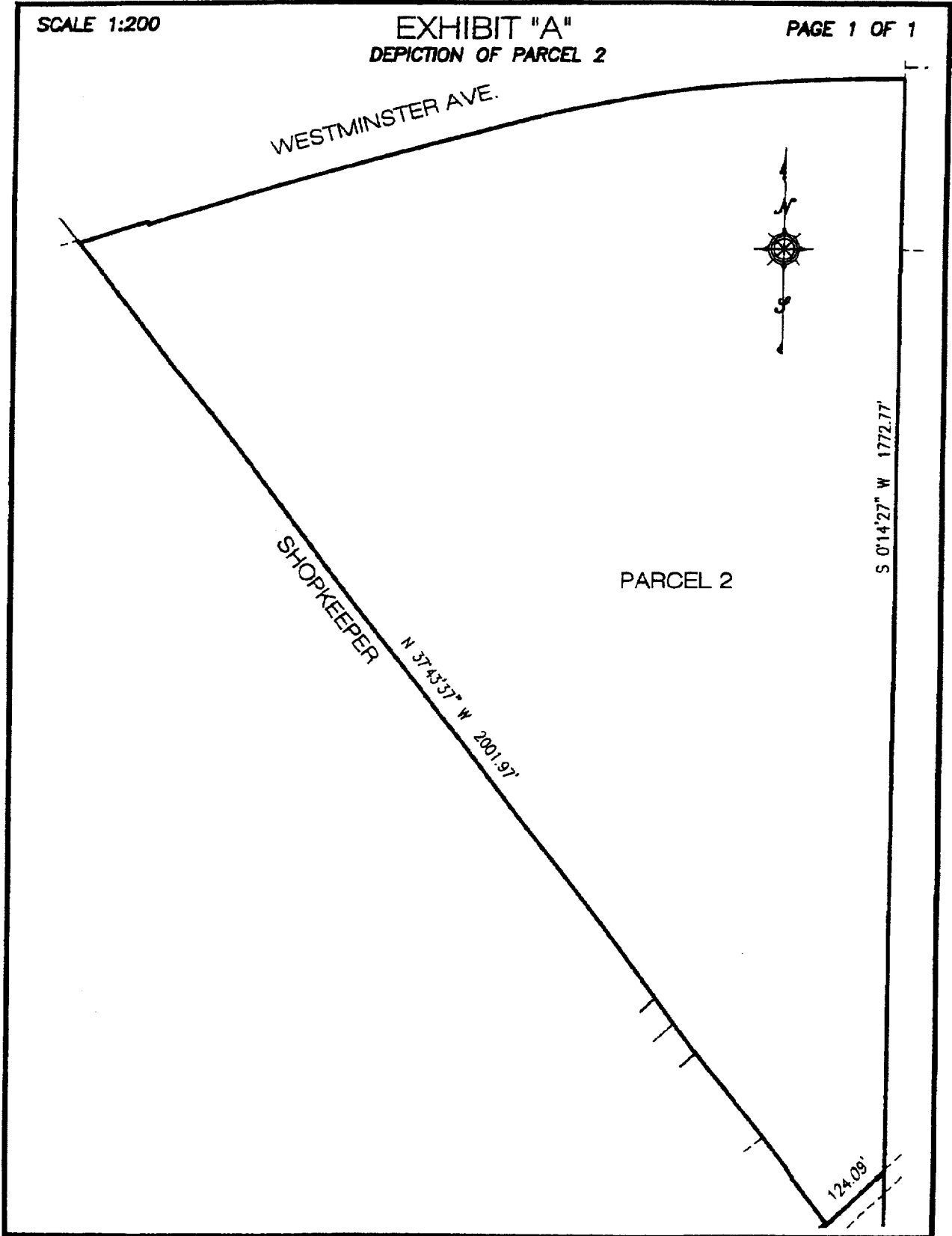


EXHIBIT "B"
MINERAL PROPERTY LEGAL DESCRIPTION

With respect to the surface property described in Exhibit "A" to the Surface Use Agreement and Grant of Easements (to which this Exhibit "B" is attached) (collectively, the "Properties"), the following mineral interests and use rights ("Interests and Use Rights"):

- A. All right, title and interest in and to the mineral estate underlying the Properties.
- B. All oil, natural gas, petroleum, other hydrocarbons and any other minerals by whatsoever name known, in, on and under the Properties, and all products derived from any of the foregoing ("Hydrocarbons"), together with the perpetual right of drilling, exploring and operating thereof and storing and removing the same.
- C. The right to utilize and occupy the surface and subsurface estates to produce, drill, explore, operate, develop, store, extract and take Hydrocarbons through well bores of wells drilled or to be drilled on the surface of the Properties, or well bores located on adjoining properties, but drilled directionally underlying the Properties or directionally drilled wells from Properties other than the Properties into, through or across the subsurface of the Properties and to bottom such whip stocked or directionally drilled wells under and beneath the Properties.
- D. The right to use and occupy the surface and the subsurface of the Properties to conduct operations by methods now known or unknown, which are reasonably necessary to develop, explore, operate, produce, store, extract or take Hydrocarbons or other minerals from the Properties, including, without limitation, conducting seismic operations on the surface and subsurface, use of surface and subsurface waters, injecting materials, including without limitation steam, carbon dioxide gas, and other hydraulic fluids into the subsurface to enhance or maintain Hydrocarbon production.
- E. The right to use and occupy the surface and the subsurface of the Properties to inject, store, pressurize or remove any Hydrocarbons produced from the Properties and for purposes of storing the same in the subsurface of the Properties.
- F. The right to use and occupy the surface and subsurface with full access and use interests as reasonably necessary in connection with exploring, developing, producing, processing, storing (surface or subsurface) and marketing Hydrocarbons and construction, expansion, relocation, repair and replacement of pipelines, electrical, water, utilities and other necessary facilities for the production, transportation or storage of

Hydrocarbons and other substances that are extracted from or injected into well bores.

- G. All surface equipment and facilities currently in place constituting a fixture, utilized in connection with development, production, processing, storing and marketing of Hydrocarbons, including but not limited to pumping units, Christmas trees, well head equipment, tanks, storage and monitoring facilities and office facilities.
- H. All contracts, documents, deeds, leases, licenses, operating agreements, leases, divisions, orders, operating agreements, construction contracts, or other agreements associated with or burdening the mineral estate or any portion thereof.
- I. Surface and subsurface access in connection with remediation of Hydrocarbon impacted or other contaminated soils or ground water, including without limitation onsite biological remediation soil blending, the importation of clean soils and/or the implementation of any other processes which may be approved by any cognizant governmental agency regulating such remediation activities.
- J. A dominant easement on, over or across the surface of the Properties for vehicular, equipment, surface or subsurface pipelines, and pedestrian access ingress and egress in connection with the exercise of any rights otherwise set forth herein.

THE FOREGOING INCLUDES THE ENTIRE MINERAL ESTATE
AND NOT A ROYALTY INTEREST.

EXHIBIT "C"
DESCRIPTION OF NON-EXCLUSIVE EASEMENTS

I. Joint Easements

A. Areas each having a dimension of 150 feet by 150 feet centered around each existing well located on the Surface Property.

B. A blanket easement over the entire subsurface of the Surface Property to allow for directional drilling originating from the Exclusive Use Easements.

C. A blanket easement over the entire subsurface of the Surface Property for operating, maintaining, repairing, replacing, improving, and testing pipelines, utilities, and related equipment.

II. Above Ground Pipeline Easements

A blanket easement over the entire Surface Property. The current locations of such easements are described in Exhibits "C-1" and "C-4."

III. Above Ground Utility Easements

A blanket easement over the entire Surface Property. The current locations of such easements are described in Exhibits "C-2" and "C-4."

IV. Access Easements

A blanket easement over the entire Surface Property. The current locations of such easements are described in Exhibits "C-3" and "C-4."

EXHIBIT "C-1"
LEGAL DESCRIPTION OF CURRENT ABOVE GROUND PIPELINE
EASEMENTS

EXHIBIT "C-1"

LEGAL DESCRIPTION FOR CURRENT OIL PIPELINE

Various parcels and strips of land lying in Section 11, Township 5 south, Range 12 west, in the Rancho Los Alamitos as shown on map nos. 1 and 2 of portion of Rancho Los Alamitos, recorded in book 700 pages 138 through 141 of deeds and partially in Parcel 3 of Lot Line Adjustment No. 9906-14 recorded January 25, 2000 as instrument no. 00-0112748, partially within the City of Long Beach and partially without, County of Los Angeles, State of California, in the office of the county recorder of said county, described as follows:

Strip #1 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at a point in the southwesterly line of Parcel 4 of grant deed recorded November 30, 2007 as instrument no. 20072448368 of official records of said county distant thereon North 37°43'37" West 80.21 feet from the most southerly corner of said parcel 4; thence North 45°48'48" East 196.34 feet to the easterly line of said parcel 4 and to the end point of this description.

Strip #2 (Pipeline Easement)

A strip of land 16.00 feet wide, measured at right angles, lying 8.00 feet each side of the following described centerline:

Beginning at a point in the southwesterly line of said Parcel 4 distant thereon North 37°43'37" West 347.78 feet from the most southerly corner of said parcel 4; thence North 00°14'27" East 134.59 feet to a point hereinafter referred to as Point "A"; thence continuing North 00°14'27" East 164.18 feet to a point hereinafter referred to as Point "B"; thence continuing North 00°14'27" East 78.59 feet to a point hereinafter referred to as Point "C" and the end point of this description.

Strip #3 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "A" described in "strip #2"; thence South 89°45'33" East 142.84 feet to the end point of this description.

Strip #4 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "B" described in "strip #2"; thence South 89°45'33" East 305.00 feet to the easterly line of said Parcel 4 and the end point of this description.

Strip #5 (Pipeline Easement)

A strip of land 20.00 feet wide, measured at right angles, lying 10.00 feet each side of the following described centerline:

Commencing at the aforementioned Point "C" described in "strip #2"; thence North 88°47'22" West 1.02 feet; thence North 00°14'27" East 4.00 feet to the **True Point of Beginning**; thence North 88°47'22" West 46.54 feet to a point hereinafter referred to as Point "D" and the end point of this description.

Strip #6 (Pipeline Easement)

A strip of land 14.00 feet wide, measured at right angles, lying 7.00 feet each side of the following described centerline:

Commencing at the aforementioned Point "C" described in "strip #2"; thence North 88°47'22" West 1.02 feet to the **True Point of Beginning**; thence North 00°14'27" East 135.51 feet to a point hereinafter referred to as Point "E" and the end point of this description.

Strip #7 (Pipeline Easement)

A strip of land 12.00 feet wide, measured at right angles, lying 6.00 feet each side of the following described centerline:

Commencing at the aforementioned Point "E" described in "strip #6"; thence North 89°45'33" West 1.00 feet to the **True Point of Beginning**; thence North 00°14'27" East 195.07 feet to a point hereinafter referred to as Point "F"; thence continuing North 00°14'27" East 267.40 feet to a point hereinafter referred to as Point "G"; thence continuing North 00°14'27" East 267.40 feet 24.35 feet to a point hereinafter referred to as Point "H" and the end point of this description.

Strip #8 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "F" described in "strip #7"; thence South 89°25'57" West 73.32 feet to a point hereinafter referred to as Point "I"; thence North 04°31'22" East

27.31 feet; thence North 01°12'42" West 1.97 feet to a point hereinafter referred to as Point "J"; thence continuing North 01°12'42" West 37.51 feet; thence North 07°50'11" 36.04 feet; thence North 09°19'43" West 80.32 feet to a point hereinafter referred to as Point "K"; thence continuing North 09°19'43" West 9.57 feet; thence North 00°14'27" East 35.13 feet to a point hereinafter referred to as Point "L"; thence South 89°45'33" East 218.30 feet to a point hereinafter referred to as Point "M"; thence South 00°45'17" West 223.38 feet to a point hereinafter referred to as Point "N"; thence South 89°25'57" West 124.02 feet to the **Point of Beginning**.

Strip #9 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "N" described in "strip #8"; thence South 00°45'17" West 91.51 feet to a point hereinafter referred to as Point "O"; thence continuing South 00°45'17" West 87.34 feet; thence South 03°08'19" East 52.63 feet; thence North 89°45'33" West 115.67 feet to a point hereinafter referred to as Point "P"; thence continuing North 89°45'33" West 46.53 feet to a point hereinafter referred to as Point "Q"; thence North 00°14'27" East 55.18 feet; thence North 89°45'33" West 30.59 feet; thence North 00°14'27" East 11.71 feet to a point hereinafter referred to as Point "R"; thence continuing North 00°14'27" East 124.19 feet; thence North 04°31'22" East 37.62 feet to the aforementioned Point "I" and the **end point** of this description.

Strip #10 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "P" described in "strip #9"; thence South 44°01'02" East 116.59 feet and the **end point** of this description.

Strip #11 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "Q" described in "strip #9"; thence North 89°45'33" West 53.07 feet; thence North 00°14'27" East 24.25 feet; thence South 89°45'33" East 53.07 feet to the aforementioned a point on the above described centerline of Strip #9 and the **end point** of this description.

Strip #12 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "R" described in "strip #9"; thence North 89°45'33" West 51.46 feet to the end point of this description.

Strip #13 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "J" described in "strip #8"; thence North 90°00'00" West 18.91 feet to the end point of this description.

Strip #14 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "K" described in "strip #8"; thence North 90°00'00" West 16.21 feet to the end point of this description.

Strip #15 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "G" described in "strip #7"; thence North 89°45'33" West 207.97 feet to the end point of this description.

Strip #16 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "L" described in "strip #8"; thence North 00°14'27" East 42.28 feet to a point on the centerline of the above described "strip #15" and to the end point of this description.

Strip #17 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Commencing at the aforementioned Point "H" described in "strip #7"; thence South 55°41'31" East 220.22 feet to the **Point of Beginning**; thence North 55°41'31" West 751.96 feet point to the **end point** of this description.

Strip #18 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "H" described in "strip #7"; thence North 00°14'27" East 485.82 feet to the **end point** of this description.

Strip #19 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "M" described in "strip #8"; thence North 00°45'17" East 31.17 feet; thence North 90°00'00" East 13.93 feet to the **end point** of this description.

Strip #20 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "N" described in "strip #8"; thence North 89°25'57" East 12.51 feet to the **end point** of this description.

Strip #21 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "O" described in "strip #9"; thence South 89°14'43" East 27.15; thence North 00°53'00" West 48.50 feet to the **end point** of this description.

Strip #22 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "Q" described in "strip #9"; thence South 00°15'04" West 96.16 feet to the aforementioned Point "D" described in "strip #5" and to the end point of this description.

Strip #23 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Commencing at the aforementioned Point "D" described in "strip #5"; thence South 00°00'05" East 4.00 feet to the **True Point of Beginning**; thence North 88°47'22" West 113.96 feet to a point hereinafter referred to as Point "S"; thence continuing North 88°47'22" West 240.81 feet; thence North 56°01'48" West 65.05 feet to a point hereinafter referred to as Point "X"; thence continuing North 56°01'48" West 8.31 feet; thence North 89°45'17" West 131.17 feet; thence South 01°26'26" East 50.87 feet to end point of this description.

Strip #24 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "S" described in "strip #23"; thence South 00°40'52" West 106.06 feet to a point hereinafter referred to as Point "T"; thence continuing South 00°40'52" West 65.41 feet to the Westerly line of said parcel 4 and to the end point of this description.

Strip #25 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "T" described in "strip #24"; thence South 89°50'53" East 106.06 feet to a point hereinafter referred to as Point "T"; thence continuing South 00°40'52" West 16.52 feet to end point of this description

Strip #26 (Pipeline Easement)

A strip of land 18.00 feet wide, measured at right angles, lying 9.00 feet each side of the following described centerline:

Beginning at a point in the centerline of the above described strip no. 23 distant thereon North 88°47'22" West 188.79 feet from Point S described above; thence North 01°12'41"

East 100.30 feet to a point hereinafter referred to as Point "U" and to end point of this description

Strip #27 (Pipeline Easement)

A strip of land 14.00 feet wide, measured at right angles, lying 7.00 feet each side of the following described centerline:

Beginning at a point the aforementioned Point "U"; thence parallel with said northwesterly line North 37°43'37" West 422.49 feet; thence North 00°14'27" East 391.32 feet to a point hereinafter referred to as Point "V"; thence continuing North 00°14'27" East 27.99 feet to a point hereinafter referred to as Point "W"; thence continuing North 00°14'27" East 136.25 feet; thence North 15°18'35" West 50.92 feet to the Southerly line of Westminster Road (70.00 feet wide) and the Northerly line of said Parcel 4 and to end point of this description.

Strip #28 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "U"; thence parallel with said northwesterly line South 37°43'37" East 28.21 feet; thence South 10°33'37" East 31.60 feet; thence South 89°43'55" East 112.69 feet to end point of this description.

Strip #29 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "V"; thence North 90°00'00" East 95.93 feet to end point of this description.

Strip #30 (Pipeline Easement)

A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "W"; thence North 89°45'33" West 253.87 feet; thence North 00°14'27" East 38.40 feet to end point of this description.

Strip #31 (Pipeline Easement)

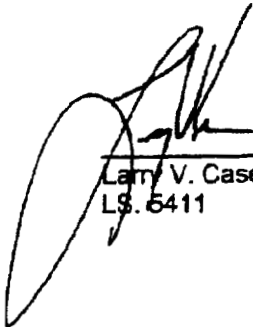
A strip of land 8.00 feet wide, measured at right angles, lying 4.00 feet each side of the following described centerline:

Beginning at the aforementioned Point "X"; thence South 01°57'32" West 137.13 feet; thence South 89°26'17" East 17.07 feet to end point of this description.

Strip #32 (Pipeline Easement)

The northerly 4.00 feet and the easterly 4.00 feet of said Parcel 4 of said Grant Deed.

Description was prepared by me or under my direction



Larry V. Case
LS. 6411

Date: _____

6-3-10

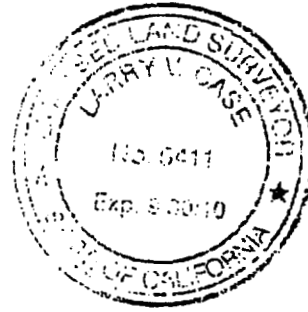


EXHIBIT "C-2"
LEGAL DESCRIPTION OF CURRENT ABOVE GROUND UTILITY
EASEMENTS

EXHIBIT "C-2"

LEGAL DESCRIPTION FOR OVERHEAD UTILITIES

Various strips of land lying in Section 11, Township 5 south, Range 12 west, in the Rancho Los Alamitos as shown on map nos. 1 and 2 of portion of Rancho Los Alamitos, recorded in book 700 pages 138 through 141 of deeds and partially in Parcel 3 of Lot Line Adjustment No. 9906-14 recorded January 25, 2000 as instrument no. 00-0112748, partially within the City of Long Beach and partially without, County of Los Angeles, State of California, in the office of the county recorder of said county, described as follows:

Strip #1 (Electrical Distribution Easement)

A strip of land 10.00 feet wide, measured at right angles, lying 5.00 feet each side of the following described centerline:

Beginning at a point in the southwesterly line of Parcel 4 of grant deed recorded November 30, 2007 as instrument no. 20072448368 of official records of said county distant thereon North 37°43'37" West 314.87 feet from the most southerly corner of said parcel 4; thence North 00°11'23" East 109.12 feet to a point hereinafter referred to as Point A; thence continuing North 00°11'23" East 378.74 feet to a point hereinafter referred to as Point B; thence continuing North 00°11'23" East 153.10 feet to a point hereinafter referred to as Point C; thence continuing North 00°11'23" East 307.99 feet to a point hereinafter referred to as Point D; thence continuing North 00°11'23" East 281.55 feet to a point hereinafter referred to as Point E; thence continuing North 00°11'23" East 161.42 feet to a point hereinafter referred to as Point F; thence North 27°42'41" West 130.21 feet and to the end point of this description.

Strip #2 (Electrical Distribution Easement)

A strip of land 10.00 feet wide, measured at right angles, lying 5.00 feet each side of the following described centerline:

Commencing at the aforementioned Point A described in "strip #1"; thence North 89°30'07" East 115.33 feet to the **True Point of Beginning**; thence South 89°30'07" West 199.55 feet to the southwesterly line of said Grant Deed and to the end point of this description.

Strip #3 (Electrical Distribution Easement)

A strip of land 10.00 feet wide, measured at right angles, lying 5.00 feet each side of the following described centerline:

Beginning at a point in the southwesterly line of Parcel 4 of grant deed recorded November 30, 2007 as instrument no. 20072448368 of official records of said county distant thereon

North 37°43'37" West 606.77 feet from the most southerly corner of said parcel 4; thence South 89°53'02" East 86.05 feet to a point hereinafter referred to as Point G; thence continuing South 89°53'02" East 93.35 feet to a point on the centerline of strip #1 described above, said point being the end point of this description.

Strip #4 (Electrical Distribution Easement)

A strip of land 10.00 feet wide, measured at right angles, lying 5.00 feet each side of the following described centerline:

Beginning at the aforementioned Point G described in "strip #3"; thence South 00°22'33" East 112.01 feet to the southwesterly line of said Grant Deed and to the end point of this description.

Strip #5 (Electrical Distribution Easement)

A strip of land 10.00 feet wide, measured at right angles, lying 5.00 feet each side of the following described centerline:

Beginning at a point in the southwesterly line of Parcel 4 of grant deed recorded November 30, 2007 as instrument no. 20072448368 of official records of said county distant thereon North 37°43'37" West 608.82 feet from the most southerly corner of said parcel 4; thence North 00°46'05" East 108.38 feet; thence North 08°03'03" West 56.48 feet and to the end point of this description.

Strip #6 (Electrical Distribution Easement)

A strip of land 10.00 feet wide, measured at right angles, lying 5.00 feet each side of the following described centerline:

Beginning at a point in the centerline of strip no. 5 described above distant thereon North 00°46'05" East 90.46 feet from the southerly terminus of said strip; thence South 89°25'29" West 28.24 feet; thence North 85°58'35" West 182.98 feet; thence North 00°30'44" West 121.83 feet; thence South 89°28'14" West 247.68 feet to the end point of this description.

Strip #7 (Electrical Distribution Easement)

A strip of land 10.00 feet wide, measured at right angles, lying 5.00 feet each side of the following described centerline:

Commencing at the aforementioned Point B described in "strip #1"; thence South 89°39'45" East 136.58 feet to the True Point of Beginning; thence North 89°39'45" West 136.58 feet; thence South 43°23'22" West 136.89 feet to the end point of this description.

Strip #8 (Electrical Distribution Easement)

A strip of land 10.00 feet wide, measured at right angles, lying 5.00 feet each side of the following described centerline:

Commencing at the aforementioned Point C described in "strip #1"; thence North 89°24'03" East 127.51 feet to the True Point of Beginning; thence South 89°24'03" West 242.63 feet to the end point of this description.

Strip #9 (Electrical Distribution Easement)

A strip of land 10.00 feet wide, measured at right angles, lying 5.00 feet each side of the following described centerline:

Commencing at the aforementioned Point D described in "strip #1"; thence North 88°55'18" East 129.86 feet to the True Point of Beginning; thence South 88°55'18" West 254.06 feet to the end point of this description.

Strip #10 (Electrical Distribution Easement)

A strip of land 10.00 feet wide, measured at right angles, lying 5.00 feet each side of the following described centerline:

Commencing at the aforementioned Point F described in "strip #1"; thence South 89°15'34" East 95.42 feet to the True Point of Beginning; thence North 89°15'34" West 435.10 feet to a point hereinafter referred to as Point H; thence continuing North 89°15'34" West 156.23 feet to a point hereinafter referred to as Point I; thence continuing North 89°15'34" West 134.90 feet to a point hereinafter referred to as Point J; thence continuing North 89°15'34" West 139.18 feet to a point hereinafter referred to as Point K; thence South 00°22'58" West 120.69 feet; thence South 89°24'42" West 44.28 feet and the end point of this description.

Strip #11 (Electrical Distribution Easement)

A strip of land 10.00 feet wide, measured at right angles, lying 5.00 feet each side of the following described centerline:

Beginning at the aforementioned Point E described in "strip #1"; thence North 45°55'37" West 234.87 feet to a point on the centerline of strip #10 described above, said point being the end point of this description.

Strip #12 (Electrical Distribution Easement)

A strip of land 10.00 feet wide, measured at right angles, lying 5.00 feet each side of the following described centerline:

Commencing at the aforementioned Point H described in "strip #10"; thence South 00°43'23" West 66.97 feet to the True Point of Beginning; thence North 00°43'23" East 203.71 feet to a point on the northerly line of said Parcel 4, said point being the end point of this description.

Strip #13 (Electrical Distribution Easement)

A strip of land 10.00 feet wide, measured at right angles, lying 5.00 feet each side of the following described centerline:

Beginning at the aforementioned Point I described in "strip #10"; thence South 00°35'16" West 153.48 feet to the end point of this description.

Strip #14 (Electrical Distribution Easement)

A strip of land 10.00 feet wide, measured at right angles, lying 5.00 feet each side of the following described centerline:

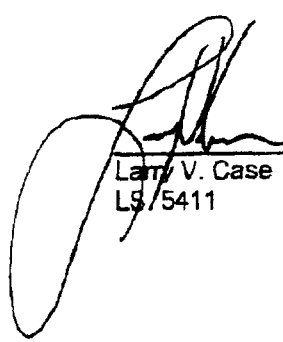
Beginning at the aforementioned Point J described in "strip #10"; thence South 00°04'27" West 502.13 feet to the end point of this description.

Strip #15 (Electrical Distribution Easement)

A strip of land 10.00 feet wide, measured at right angles, lying 5.00 feet each side of the following described centerline:

Beginning at the aforementioned Point K described in "strip #10"; thence North 17°48'41" West 10.41 feet to the northerly line of said Parcel 4 of said Grant Deed and the end point of this description.

Description was prepared by me or under my direction



Larry V. Case
LS 5411

Date: 6-3-10

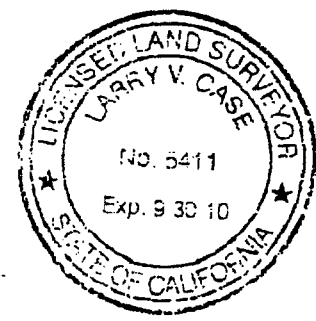


EXHIBIT "C-3"
LEGAL DESCRIPTION OF CURRENT ACCESS EASEMENTS

EXHIBIT "C-3"

LEGAL DESCRIPTION FOR CURRENT ACCESS

Various parcels of land lying in Section 11, Township 5 south, Range 12 west as shown on map nos. 1 and 2 of portion of Rancho Los Alamitos, recorded in book 700 pages 138 through 141 of deeds, in the Rancho Los Alamitos and partially in Parcel 3 of Lot Line Adjustment No. 9906-14 recorded January 25, 2000 as instrument no. 00-0112748, partially within the City of Long Beach and partially without, County of Los Angeles, State of California, in the office of the county recorder of said county, described as follows:

Parcel #A (Access Easement)

A parcel of land described as follows:

Beginning at a point in the southwesterly line of Parcel 4 of Grant Deed recorded November 30, 2007 as instrument no. 20072448368 of official records of said county and the northeasterly line of said Parcel Map No. 19212, distant thereon South 37°43'37" East from the most northerly corner of the street designated thereon as "future street"; thence North 47°00'54" East 55.84 feet to the beginning of a curve concave westerly and having a radius of 12.00 feet; thence northerly along said curve through a central angle of 126°07'01" an arc distance of 26.41 feet to the beginning of a compound curve concave easterly and having a radius of 40.00 feet; thence northerly along said curve through a central angle of 168°52'30" an arc distance of 117.90 feet; thence North 89°46'23" East 236.35 feet; thence North 00°13'37" West 45.14 feet; thence North 89°46'23" East 18.00 feet; thence South 00°13'37" East 45.14 feet; thence North 89°46'23" East 278.41 feet to the most westerly corner of Parcel #10 as described herein in Exhibit D of this document; thence continuing along the southerly line of said Parcel #10 North 89°46'23" East 278.41 feet 253.93 feet; thence South 00°00'00" East 3.89 feet; thence South 89°39'08" East 117.80 feet to the beginning of a curve concave northwest and having a radius of 25.00 feet; thence northeasterly along said curve through a central angle of 90°44'73" an arc distance of 39.60 feet; thence North 00°24'21" West 129.66 feet to the southeasterly corner of Parcel #9 described in said Exhibit D; thence continuing along the easterly line of said Parcel #9 North 00°24'21" West 37.72 feet; thence North 89°35'39" East 10.00 feet; thence South 00°24'21" East 158.30 feet to the beginning of a curve concave northeasterly and having a radius of 35.00 feet; thence southeasterly along said curve through a central angle of 89°14'47" an arc distance of 54.52 feet; thence South 89°39'08" East 141.47 feet; thence parallel with the Easterly line of said Parcel 4 of said Grant Deed South 00°14'27" West 1000.88 feet; thence North 89°45'33" West 16.84 feet; thence parallel with last said Easterly line South 00°14'27" West 586.84 feet; thence South 29°41'17" West 9.37 feet to the southwesterly line of said Parcel 4; thence along last said southwesterly line North 37°43'37" West 57.97 feet; thence North 43°27'19" East 15.65 feet to the beginning of a curve concave northwesterly and having a radius of 50.00 feet; thence northeasterly along said curve through a central angle of 43°12'52" an arc distance of 37.71 feet; thence parallel with last said easterly line of said Parcel 4 North 00°14'27" East 360.87 feet to the beginning of a curve concave southwesterly and having a radius of 25.00 feet; thence

northwesterly along said curve through a central angle of 93°04'30" an arc distance of 40.61 feet; thence South 87°09'57" West 126.64 feet to the easterly line of Parcel #2 described in said Exhibit D; thence along last said easterly line of said Parcel #2 North 00°00'00" East 10.01 feet; thence North 87°09'57" East 129.37 feet to the beginning of a curve concave northwesterly and having a radius of 25.00 feet; thence northeasterly along said curve through a central angle of 86°55'30" an arc distance of 37.93 feet; thence North 00°14'27" East 20.08 feet; thence North 90°00'00" West 22.04 feet to the easterly line of Parcel #3 described in said Exhibit D; thence along last said easterly line of said Parcel #3 North 00°00'00" East 12.00 feet; thence South 90°00'00" East 22.09 feet; thence North 00°14'27" East 9.48 feet to the beginning of a curve concave southwesterly and having a radius of 40.00 feet; thence northwesterly along said curve through a central angle of 87°49'00" an arc distance of 62.70 feet; thence North 89°34'33" West 216.06 feet to the beginning of a curve concave southeasterly and having a radius of 25.00 feet; thence southwesterly along said curve through a central angle of 90°00'00" an arc distance of 39.35 feet; thence South 00°14'27" West 194.86 feet to the southwesterly line of said Parcel 4 of said Grant Deed; thence along last said southwesterly line North 37°43'37" West 26.01 feet; thence North 00°14'27" East 117.69 feet to the southeasterly corner of Parcel #19 described in said Exhibit D; thence continuing along the easterly line of said Parcel #19 North 00°14'27" East 31.96 feet to the beginning of a curve concave southwesterly and having a radius of 50.00 feet; thence northwesterly along said curve through a central angle of 89°50'00" an arc distance of 78.38 feet; thence North 89°34'33" West 56.10 feet; thence South 00°25'27" West 33.77 feet; thence North 89°34'33" West 23.61 feet to the said southwesterly line of said Parcel 4; thence along said southwesterly line North 37°43'37" West 17.03 feet; thence North 00°25'27" East 20.37 feet; thence North 89°34'33" West 16.00 feet to the said southwesterly line of said Parcel 4; thence along said southwesterly line North 37°43'37" West 27.98 feet; thence South 89°34'33" East 119.99 feet; thence North 00°00'00" West 32.33 feet to the southerly line of Parcel #18 described in said Exhibit D; thence along said southerly line South 88°47'22" East 14.71 feet; thence South 00°00'00" East 32.13 feet; thence South 89°34'33" East 328.12 feet to the beginning of a curve concave northwesterly and having a radius of 100.00 feet; thence northeasterly along said curve through a central angle of 73°11'43" an arc distance of 127.75 feet; thence North 90°00'00" West 23.89 feet to the easterly line of Parcel 4 described herein; thence along the easterly line of last said Parcel 4 North 00°00'00" West 12.00 feet; thence South 90°00'00" East 26.81 feet; thence North 05°11'40" East 17.27 feet; thence parallel with the easterly line of said Parcel 4 of said Grant Deed North 00°14'27" East 161.18 feet; thence North 89°45'33" West 33.83 feet to the Easterly line of Parcel #5 described in said Exhibit D; thence along the easterly line of said Parcel #5 North 00°14'27" East 15.00 feet; thence South 89°45'33" East 33.83 feet; thence parallel with the easterly line of said Parcel 4 of said Grant Deed North 00°14'27" East 71.85 feet; thence North 89°45'33" West 27.30 feet to the easterly line of Parcel #6 described in said easement document; thence along said easterly line North 00°14'27" East 15.00 feet; thence South 89°45'33" East 27.30 feet; thence parallel with the easterly line of said Parcel 4 of said Grant Deed North 00°14'27" East 232.41 feet to the southeasterly corner of Parcel #7 described in said Exhibit D; thence continuing along said easterly line and the northerly prolongation thereof and said parallel line North 00°14'27" East 158.33 feet to the beginning of a curve concave southwesterly and having a radius of 400.00 feet; thence northwesterly along said curve and the easterly line of Parcel #8 described in said Exhibit D and the northerly and southerly prolongations thereof through a central angle of 34°59'33" an arc distance of 174.48 feet to the beginning of a compound curve concave southwesterly and having a radius of 75.00 feet; thence northwesterly along said curve through a central angle of 64°54'02" an arc distance of 84.95 feet; thence North 89°39'08" West 216.82 feet to a point

hereinafter referred to as Point "Y"; thence North 86°56'59" West 88.81 feet; thence South 88°18'59" West 134.46 feet; thence South 89°46'23" West 106.45 feet; thence North 89°48'55" West 139.11 feet to a point hereinafter referred to as Point "Z"; thence South 89°46'23" West 134.07 feet to the beginning of a curve concave southeasterly and having a radius of 125.00 feet; thence southwesterly along said curve through a central angle of 42°45'29" an arc distance of 93.28 feet; thence South 47°00'54" West 149.46 feet to said southwesterly line of said Parcel 4 of said Grant Deed and said northeasterly line of said Parcel Map; thence along last said southwesterly and last said northeasterly line North 37°43'37" West 15.06 feet to the Point of Beginning.

Parcel #B (Access Easement)

A parcel of land described as follows:

Beginning at the aforementioned Point "Z", said point being the beginning of a curve concave southwesterly and having a radius of 55.00 feet, a radial line to said point of beginning bears South 00°13'37" East; thence southeasterly along said curve and the easterly line of Parcel #12 described in said Exhibit D and the northerly and southerly prolongations thereof, through a central angle of 98°29'29" and arc distance of 94.55 feet thence South 08°15'52" West 83.58 feet; thence South 00°43'50" West 302.26 feet; thence South 90°00'00" West 25.44 feet to the easterly line of Parcel 14 described in said easement document; thence along said easterly line South 00°00'00" East 12.00 feet; thence North 90°00'00" East 25.29 feet to the beginning of a non-tangent curve concave northeasterly and having a radius of 290.00 feet, a radial line to said point bears South 89°29'47" East; thence southeasterly along said curve through a central angle of 38°13'50" an arc distance of 193.50 feet to a point on the northeasterly line of Strip #27 described herein on Exhibit C-1 of this document; thence along said northeasterly line South 37°43'37" East 147.82 feet to the beginning of a curve concave northerly and having a radius of 87.00 feet; thence southerly along said curve through a central angle of 56°05'00" an arc distance of 85.16 feet; thence North 86°11'23" East 146.69 feet to the beginning of a curve concave southwesterly and having a radius of 15.00 feet; thence southeasterly along said curve through a central angle of 58°06'05" an arc distance of 15.21 feet to the beginning of a reverse curve concave northeasterly and having a radius of 50.00 feet; thence southeasterly along said curve through a central angle of 54°03'01" an arc distance of 47.17 feet to the westerly prolongation of the most northerly line of Strip #11 described in said Exhibit C-1; thence along said most northerly line and said prolongation thereof South 89°45'33" East 70.34 feet; thence North 00°14'27" East 10.00 feet; thence North 89°45'33" West 70.34 feet to the beginning of a curve concave northeasterly and having a radius of 40.00 feet; thence northwesterly along said curve through a central angle of 67°25'05" an arc distance of 47.07 feet; thence South 89°45'33" East 60.68 feet; thence North 00°00'00" East 50.05 feet; thence South 89°41'17" West 26.20 feet; thence North 00°03'47" West 38.89 feet to the beginning of a non-tangent curve concave westerly and having a radius of 800.00 feet, a radial line to said curve bears North 82°03'04" West; thence northerly along said curve through a central angle of 07°02'41" an arc distance of 98.36 feet; thence North 90°00'00" East 12.24 feet to the westerly line of Parcel #17 described in said Exhibit D;

thence along said westerly line North 00°00'00" East 12.00 feet; thence North 90°00'00" West 12.14 feet to the northerly continuation of last said curve, a radial line to said point bears North 89°57'19" West; thence along said curve through a central angle of 10°24'09" an arc distance of 145.25 feet; thence North 90°00'00" East 13.58 feet to the westerly line of Parcel #16 of first said easement document; thence along said westerly line North 00°00'00" West 12.00 feet; thence North 90°00'00" West 15.79 feet; thence North 10°28'37" West 80.18 feet; thence North 00°00'13" West 307.37 feet to the beginning of a curve concave southeasterly and having a radius of 75.00 feet; thence northerly along said curve through a central angle of 11°12'25" an arc distance of 14.68 feet to the beginning of a compound curve concave southeasterly and having a radius of 25.00 feet; thence northeasterly along said curve through a central angle of 79°08'14" and arc distance of 34.53 feet to the aforementioned Point "Y"; thence along the southerly line of Parcel "A" described above, North 86°56'69" West 70.49 feet; thence South 55°51'02 East 24.32 feet to the beginning of a curve concave southwesterly and having a radius of 30.00 feet; thence southeasterly along said curve through a central angle of 55°50'49" an arc distance of 29.24 feet; thence South 00°00'13" East 311.11 feet; thence North 89°45'33" 21.73 feet to the easterly line of Parcel 15 of said Exhibit D; thence South 00°14'27" West 56.33 feet; thence South 89°45'33" East 18.64; thence South 10°28'37" East 34.29 feet to the beginning of a curve concave westerly and having a radius of 775.00 feet; thence southerly along said curve through a central angle of 16°49'19" an arc distance of 227.54 feet to the beginning of a compound curve concave northwesterly and having a radius of 125.00 feet; thence southwestery along said curve through a central angle of 79°50'41" an arc distance of 174.19 feet; thence South 86°11'23" West 62.16 feet to the beginning of a curve concave northeasterly and having a radius of 75.00 feet; thence northwestery along said curve through a central angle of 56°05'00" an arc distance of 73.41 feet; thence parallel with the southwestery line of said Parcel 4 of said Grant Deed North 37°43'37" West 150.10 feet to the beginning of a curve concave northeasterly and having a radius of 277.00 feet; thence northwestery along said curve through a central angle of 38°27'27" an arc distance of 185.93 feet; thence North 00°43'50" East 246.77 feet to the beginning of a curve concave easterly and having a radius of 400.00 feet; thence northerly along said curve through a central angle of 13°16'36" an arc distance of 92.69 feet; thence North 90°00'00" East 13.68 feet to the westerly line of Parcel #13 described in said Exhibit D; thence along said westerly line North 00°00'00" East 15.00 feet; thence South 90°00'00" West 9.63 feet; thence North 17°47'37" East 61.49 feet to the beginning of a curve concave southeasterly and having a radius of 50.00 feet; thence northeasterly along said curve through a central angle of 71°58'46" an arc distance of 62.81 feet to the southerly line of Parcel "A" described above; thence along said southerly line North 89°48'55" West 139.11 feet to the Point of Beginning.

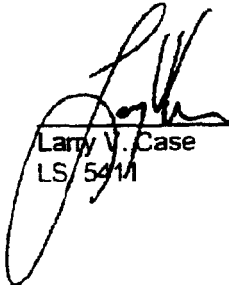
Parcel #C (Access Easement)

A parcel of land described as follows:

Beginning at a point on that certain course in the southerly line of that certain street designated on said Parcel Map No. 19212 as "future street" shown as being "North 37°52'23" West 468.81 feet" on said Parcel Map, distant thereon North 37°43'54" West 362.89 feet from the most southerly corner of said course; thence North 58°11'47" East 8.54 feet; thence North 31°48'13" West 67.68 feet; thence North 42°11'18" West 49.00 feet; thence North 52°35'44" East 42.24 feet; thence South 14°41'52" East 49.61 feet; thence

South 31°48'13" East 132.49 feet to the beginning of a curve concave southwest and having a radius of 100.00 feet; thence southeasterly along said curve through a central angle of 28°43'34" an arc distance of 50.14' feet; thence South 03°04'39" East 45.69 feet to the beginning of a curve concave northeasterly and having a radius of 40.00 feet; thence southeasterly along said curve through a central angle of 86°29'24" an arc distance of 60.39 feet; thence South 89°34'33" East 18.03 feet to said southerly line; thence along said southerly line South 37°43'54" East 27.98 feet; thence North 89°34'33" West 52.50 feet to the beginning of a curve concave southeasterly and having a radius of 20.00 feet; thence southwesterly along said curve through a central angle of 89°40'00" an arc distance of 31.42 feet; thence South 00°25'27" West 15.47 feet to the northerly line of Parcel #20 described in said Exhibit D-1; thence along said northerly line North 89°34'33" West 30.56 feet; thence North 00°25'27" East 15.47 feet to the beginning of a curve concave southwesterly and having a radius of 20.00 feet; thence northwesterly along said curve through a central angle of 90°00'00" an arc distance of 31.42 feet; thence North 89°34'33" West 126.71 feet; thence North 00°25'27" East 31.04 feet to the southerly line of Parcel #21 described in said Exhibit D-1; thence along last said southerly line South 89°34'33" East 117.94 feet to the beginning of a curve concave northwesterly and having a radius of 35.00 feet; thence northeasterly along said curve through a central angle of 89°25'33" an arc distance of 54.63 feet; thence North 00°59'54" East 27.15 feet to the beginning of a curve concave westerly and having a radius of 100.00 feet; thence northerly along said curve through a central angle of 23°42'38" an arc distance of 41.38 feet to the Point of Beginning.

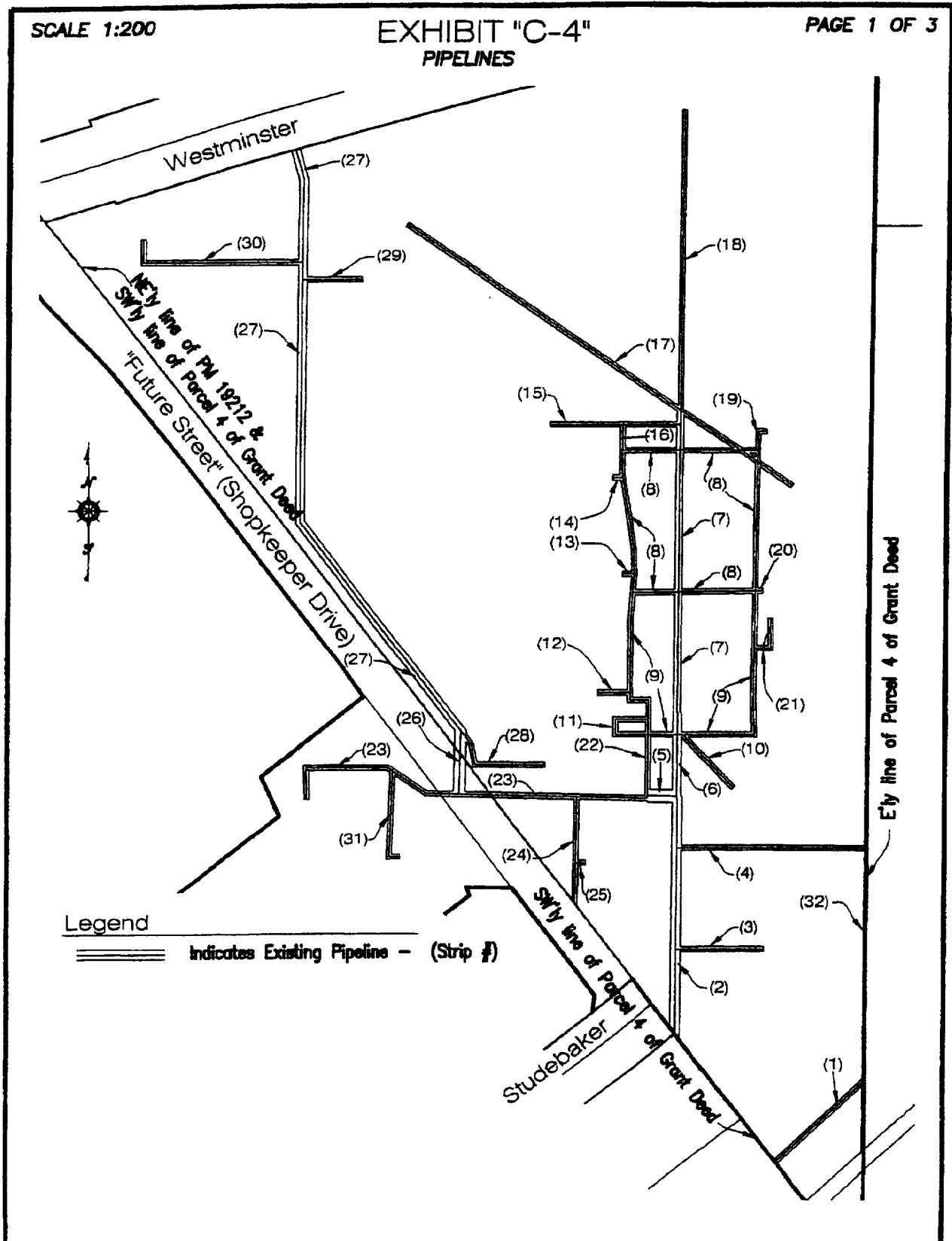
Description was prepared by me or under my direction


Larry V. Case
LS 5411

Date: 6-3-10



EXHIBIT "C-4"
**DEPICTION OF CURRENT ABOVE GROUND PIPELINE EASEMENTS,
ABOVE GROUND UTILITY EASEMENTS, AND ACCESS EASEMENTS**



SCALE 1:200

EXHIBIT "C-4"
ACCESS

PAGE 3 OF 3

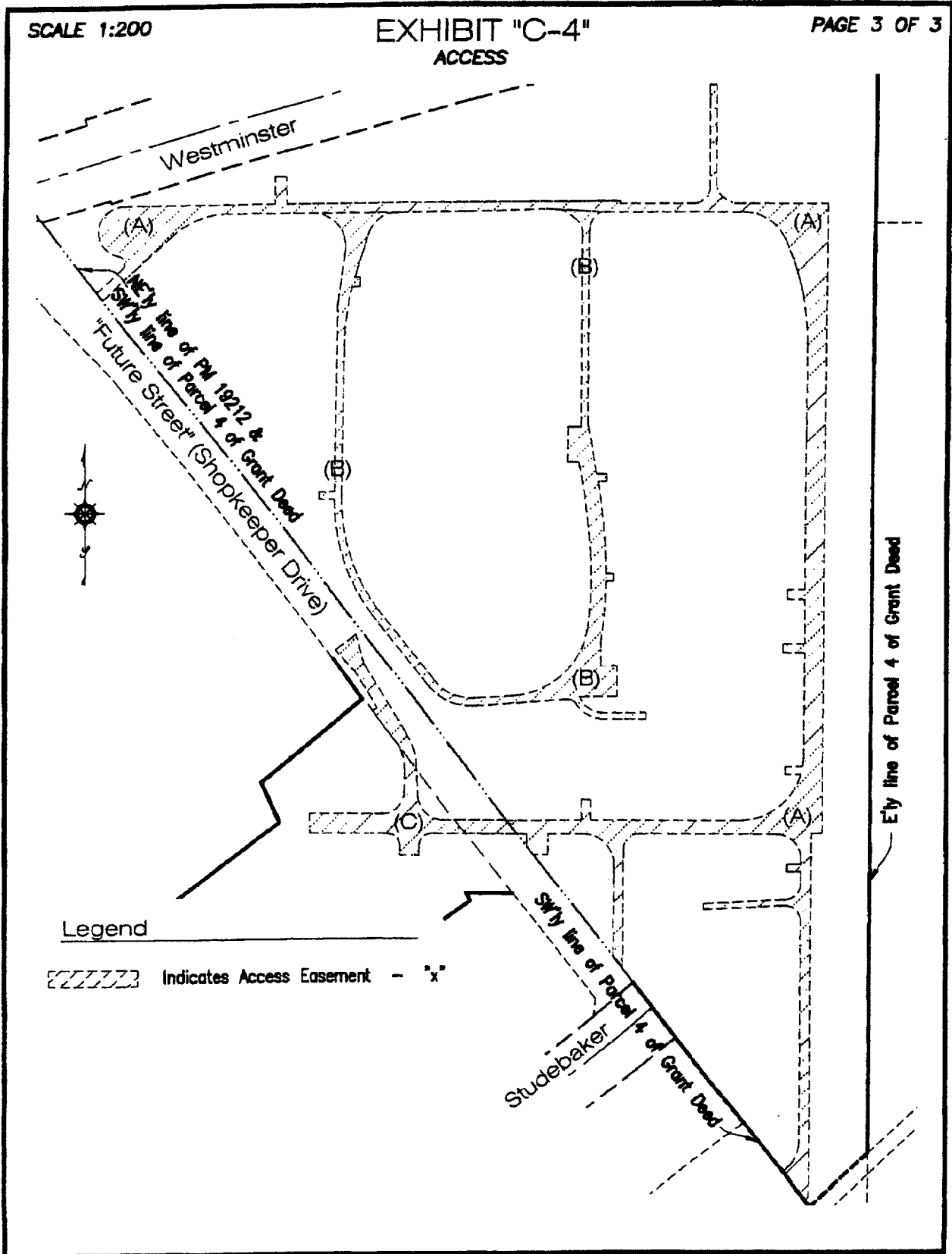


EXHIBIT "D"
LEGAL DESCRIPTION OF EXCLUSIVE USE EASEMENTS

EXHIBIT "D"

LEGAL DESCRIPTION FOR EXCLUSIVE USE EASEMENT

Various parcels of land lying in Section 11, Township 5 south, Range 12 west, in the Rancho Los Alamitos as shown on map nos. 1 and 2 of portion of Rancho Los Alamitos, recorded in book 700 pages 138 through 141 of deeds and partially in Parcel 3 of Lot Line Adjustment No. 9906-14 recorded January 25, 2000 as instrument no. 00-0112748, partially within the City of Long Beach and partially without, County of Los Angeles, State of California, in the office of the county recorder of said county, described as follows:

Parcel #1 (Exclusive Use Easement)

A parcel of land described as follows:

Beginning at the end point of strip #3 described herein on Exhibit C-1 of this document; thence North 00°14'27" East 12.69 feet; thence South 89°45'33" East 52.72 feet; thence South 00°14.27" West 33.77 feet; thence North 89°45'33" West 52.72 feet; thence North 00°14.27" East 21.08 feet to the **Point of Beginning**.

Parcel #2 (Exclusive Use Easement)

A parcel of land described as follows:

Commencing at a point on the centerline of strip #2 described in said Exhibit C-1, distant thereon North 00°14'27" East 118.05 from Point "A" described in said Exhibit C-1; thence at right angles South 89°45'33" East 8.00 feet to the **True Point of Beginning**; thence North 90°00'00" East 34.56 feet; thence South 00°00'00" West 50.63 feet; thence North 90°00'00" West 34.78 feet to the easterly line said strip #2; thence along said easterly line North 00°14'27" East 50.63 feet to the **Point of Beginning**.

Parcel #3 (Exclusive Use Easement)

A parcel of land described as follows:

Beginning at a point on the centerline of strip #4 described in said Exhibit C-1, distant thereon South 89°45'33" East 138.25 feet from Point "B" described in said Exhibit C-1; thence North 00°00'00" East 8.28 feet; thence North 90°00'00" East 35.15 feet; thence South 00°00'00" West 40.12 feet; thence North 90°00'00" West 35.15 feet; thence North 00°00'00" East 31.83 feet to the **Point of Beginning**.

Parcel #4 (Exclusive Use Easement)

A parcel of land described as follows:

Commencing at a point on the Easterly line of Parcel 4 of Grant Deed recorded November 30, 2007 as instrument no. 20072448368 of official records of said county distant thereon North 00°14'27" East 623.37 feet from the southerly terminus of said easterly line; thence at right angles North 89°45'33" West 135.11 feet to the **True Point of Beginning**; thence North 90°00'00" West 32.63 feet; thence South 00°00'00" East 35.84 feet; thence North 90°00'00" East 32.63 feet; thence North 00°00'00" West 35.84 feet to the **Point of Beginning**.

Parcel #5 (Exclusive Use Easement)

A parcel of land described as follows:

Beginning at a point on the centerline of strip #21 described in said Exhibit C-1 distant thereon South 89°14'43" East 24.69 feet from Point "O" described in said Exhibit C-1; thence North 00°14'27" East 9.05 feet; thence South 89°45'33" East 18.71 feet; thence South 00°14'27" West 64.09 feet; thence North 89°45'33" West 18.71 feet; thence North 00°14'27" East 55.04 feet to the **Point of Beginning**.

Parcel #6 (Exclusive Use Easement)

A parcel of land described as follows:

Beginning at a point the end point of strip #21 described in said Exhibit C-1; thence North 89°45'33" West 12.86 feet; thence along a line that bears North 00°14'27" East and passes through the end point of strip #20 described in said Exhibit C-1 North 00°14'27" East 47.44 feet; thence South 89°45'33" East 36.60 feet; thence South 00°14'27" West 47.44 feet; thence North 89°45'33" West 23.74 feet to the **Point of Beginning**.

Parcel #7 (Exclusive Use Easement)

A parcel of land described as follows:

Beginning at a point the end point of strip #19 described in said Exhibit C-1; thence North 00°14'27" East 17.98 feet; thence South 89°45'33" East 60.20 feet; thence South 00°14'27" West 35.99 feet; thence North 89°45'33" West 60.20 feet; thence North 00°14'27" East 18.00 feet to the **Point of Beginning**.

Parcel #8 (Exclusive Use Easement)

A parcel of land described as follows:

Commencing at a point on the Easterly line of Parcel 4 of said Grant Deed distant thereon North 00°14'27" East 1372.03 feet from the southerly terminus of said easterly line; thence at right angles North 89°45'33" West 114.44 feet to the **True Point of Beginning**; thence

North 90°00'00" West 62.39 feet; thence North 16°14'06" West 60.34 feet; thence North 75°28'28" East 59.72 feet to the beginning of a non-tangent curve, concave westerly, with a radius of 400.00 feet, a radial line to said curve bears South 68°09'22" West; thence southerly along said curve through a central angle of 10°56'28" an arc distance of 76.12 feet to the **Point of Beginning**.

Parcel #9 (Exclusive Use Easement)

A parcel of land described as follows:

Beginning at a point the end point of strip #18 described in said Exhibit C-1; thence South 89°35'39" West 31.49 feet; thence North 00°24'21" West 37.72 feet; thence North 89°35'39" East 74.16 feet; thence South 00°24'21" East 37.72 feet; thence South 89°35'39" West 42.67 feet to the **Point of Beginning**.

Parcel #10 (Exclusive Use Easement)

A parcel of land described as follows:

Commencing at a point on the Easterly line of Parcel 4 of said Grant Deed distant thereon North 00°14'27" East 1525.02 feet from the southerly terminus of said easterly line; thence at right angles North 89°45'33" West 405.83 feet to the **True Point of Beginning**; thence South 89°46'23" West 253.93 feet to the beginning of a non-tangent curve concave northwesterly and having a radius of 18.00 feet, a radial line bears North 01°13'37" West; thence northeasterly along said curve through a central angle of 88°18'37" an arc distance of 28.06 feet; thence North 00°27'46" East 38.61 feet to the beginning of a curve concave easterly and having a radius of 150.00 feet; thence northerly along said curve through a central angle of 26°15'55" an arc distance of 68.77 feet to the beginning of a compound curve concave southeasterly and having a radius of 50.00 feet; thence northeasterly along said curve through a central angle of 63°16'25" an arc distance of 55.22 feet; thence South 89°59'54" East 175.01 feet; thence South 00°00'00" East 149.22 feet to the **Point of Beginning**.

Parcel #11 (Exclusive Use Easement)

A parcel of land described as follows:

Beginning at a point the end point of strip #30 described in said Exhibit C-1; thence North 90°00'00" West 29.99 feet; thence North 00°00'00" East 14.64 feet; thence South 90°00'00" East 36.00 feet; thence South 00°00'00" East 14.64 feet; thence North 90°00'00" West 6.01 feet to the **Point of Beginning**.

Parcel #12 (Exclusive Use Easement)

A parcel of land described as follows:

Commencing at a point on the centerline of strip #27 described in said Exhibit C-1, distant thereon North 00°14'27" East 52.75 from Point "W" described in said Exhibit C-1; thence at right angles South 89°45'33" East 7.00 feet to the **True Point of Beginning**; thence North

90°00'00" East 57.05 feet to the beginning of a non-tangent curve concave westerly and having a radius of 55.00 feet, a radial line bears South 59°54'58" West; thence southerly along said curve through a central angle of 63°28'50" an arc distance of 32.06 feet; thence South 00°00'00" West 64.50 feet to the easterly line of strip #27 described in said Exhibit C-1; thence along said easterly line North 00°14'27" East 30.75 feet to the Point of Beginning.

Parcel #13 (Exclusive Use Easement)

A parcel of land described as follows:

Beginning at a point the end point of strip #29 described in said Exhibit C-1; thence North 00°00'00" West 4.00 feet; thence North 90°00'00" East 14.45 feet; thence South 00°00'00" East 49.74 feet; thence South 90°00'00" West 14.45 feet; thence North 00°00'00" West 45.74 feet to the Point of Beginning.

Parcel #14 (Exclusive Use Easement)

A parcel of land described as follows:

Commencing at a point a point on the centerline of strip #27 described in said Exhibit C-1 distant thereon North 37°43'37" West 379.95 feet from Point "U" described in said Exhibit C-1; thence at right angles North 52°16'23" East 7.00 feet to the **True Point of Beginning**; thence North 00°00'00" East 80.96 feet; thence North 90°00'00" West 24.35 feet to the easterly line of said strip #27; thence along said easterly line South 00°14'27" West 49.22 feet; thence continuing along the northeasterly line of said strip #27 South 37°43'37" East 40.13 feet to the Point of Beginning.

Parcel #15 (Exclusive Use Easement)

A parcel of land described as follows:

Beginning at a point the southwesterly corner of strip #15 described in said Exhibit C-1; thence along the southerly line of said strip #15 South 89°45'33" East 28.92 feet; thence South 00°14'27" West 56.33 feet; thence North 89°45'33" West 28.92 feet; thence North 00°14'27" East 56.33 feet to the Point of Beginning.

Parcel #16 (Exclusive Use Easement)

A parcel of land described as follows:

Beginning at a point the southwesterly corner of strip #14 described in said Exhibit C-1; thence North 90°00'00" West 8.69 feet; thence North 00°00'00" West 31.93 feet; thence South 90°00'00" East 8.69 feet; thence South 00°00'00" East 31.93 feet to the Point of Beginning.

Parcel #17 (Exclusive Use Easement)

A parcel of land described as follows:

Beginning at a point the northwesterly corner of strip #13 described in said Exhibit C-1; thence South 00°00'00" West 40.69 feet; thence North 90°00'00" West 13.13 feet; thence North 00°00'00" East 40.69 feet; thence South 90°00'00" East 13.13 feet to the **Point of Beginning**.

Parcel #18 (Exclusive Use Easement)

A parcel of land described as follows:

Beginning at the end point of strip #28 described in said Exhibit C-1; thence North 01°12'38" East 44.09 feet to the westerly prolongation of the most southerly line of strip #9 described in said Exhibit C-1; thence along said westerly prolongation South 89°45'33" East 160.29 feet to the westerly line of strip #22 described in said Exhibit C-1; thence along said westerly line South 00°14'27" West 92.09 feet to the northerly line of strip #23 described in said Exhibit C-1; thence along said northerly line North 88°47'22" West 161.82 feet; thence North 01°12'38" East 45.27 feet to the **Point of Beginning**.

Parcel #19 (Exclusive Use Easement)

A parcel of land described as follows:

Beginning at the end point of strip #25 described in said Exhibit C-1; thence North 00°14'27" East 17.23 feet; thence South 89°45'33" East 44.34 feet; thence South 00°14'27" West 44.10 feet; thence North 89°45'33" West 44.34 feet; thence North 00°14'27" East 26.38 feet to the **Point of Beginning**.

Parcel #20 (Exclusive Use Easement)

A parcel of land described as follows:

Beginning at a point in the centerline of strip #32 described in said Exhibit C-1, distant thereon South 01°57'32" West 125.18 from Point "X" described in said Exhibit C-1; thence South 89°34'33" East 56.95 feet; thence South 00°25'27" West 30.14 feet; thence North 89°34'33" West 61.88 feet; thence North 00°25'27" East 30.14 feet; thence South 89°34'33" East 4.93 feet to the **Point of Beginning**.

Parcel #21 (Exclusive Use Easement)

A parcel of land described as follows:

Beginning at a point in the centerline of strip #31 described in said Exhibit C-1; thence North 01°26'26" West 46.87 feet; thence South 89°45'17" East 16.11 feet; thence South

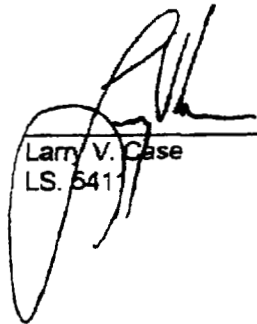
01°26'26" East 58.89 feet; thence North 89°34'33" West 16.11 feet; thence North 01°26'26" West 11.98 feet to the **Point of Beginning**.

Parcel #22 (Exclusive Use Easement)

A parcel of land described as follows:

Beginning at a point in the northerly line of Parcel 3 of said Lot Line Adjustment shown on said Lot Line Adjustment as having a bearing and distance of "North 52°12'40" East 205.49 feet", distant thereon North 52°16'23" East 98.36 feet from the southerly terminus thereof; thence continuing along said northerly line and the northerly prolongation thereof North 52°16'23" 109.92 feet to the southerly line of that certain street designated on Parcel Map No. 19212 filed in book 260 pages 93 through 94 inclusive of Parcel Maps, as "future street"; thence along said southerly line South 37°43'54" East 51.69 feet; thence South 52°16'23" West 94.85 feet; thence North 89°45'17" West 26.46 feet; thence North 37°43'37" West 35.41 feet to the **Point of Beginning**.

Description was prepared by me or under my direction



Larry V. Case
LS. 5411

Date: 6-3-10



EXHIBIT "D-1"
DEPICTION OF EXCLUSIVE USE EASEMENTS

EXHIBIT "D-1"

