

1 employee of either City has made any representation or warranty with respect to the Permit Areas,
2 except as described in writing and attached hereto as an addendum, and in entering into this Permit,
3 Permittee agrees it relies only on the provisions of this Permit.
4

5 3. PERMIT FEE.
6

7 3.1 Amount and Time of Payment. Permittee shall pay to the Cities, as a permit
8 fee, for the use of the Permit Areas, without deduction, set off, demand or prior notice, the annual
9 sum of Four Thousand Dollars (\$4,000.00) (the total of each and all rents for the Permit Areas as
10 indicated in Exhibit A or subsequent Exhibit A(x)) or as subsequently adjusted pursuant to this
11 Paragraph and Paragraph 3.2 (the "Permit Fee"). The Permit Fee shall be increased or decreased
12 according to modifications caused by additions or deletions of the Permit Areas for this Permit as
13 permitted pursuant to Paragraph 1.1, and as shown in any subsequent Permit Supplement updates.
14 Such increase or decrease in the Permit Fee shall be effective upon the final execution date of any
15 Permit Supplement by both Executives. In addition, a one-time Permit Processing Fee of Two
16 Thousand Five Hundred Dollars (\$2,500.00) shall be paid to the Cities to cover costs associated with
17 the administration of this Permit. The Permit Processing Fee shall be paid in advance on or before
18 the Effective Date. The Permit Fee shall be paid in advance on or before the Effective Date and
19 thereafter on each anniversary of that date. The Permit Fee and the Permit Processing Fee shall be
20 made payable to Cal Pacific Land Services, Inc. Trust Account and delivered to the Cities'
21 designated property manager, which shall be Cal Pacific Land Services, Inc., 7245 Garden Grove
22 Blvd., Ste. M, Garden Grove, CA 92841, or as otherwise instructed by written notice of the
23 Executives.
24

25 3.2 Adjustment. The Cities may, in their sole and absolute discretion, increase
26 the Permit Fee upon sixty (60) days' written notice to Permittee. The Executives are hereby
27 delegated authority to increase, but not decrease, the rental rates, minimum rates and percentage of
28 surface rate shown in Exhibit C as those items may apply to Permit Supplements authorized pursuant
29 to Paragraph 1.1. Concurrent with any Permit Supplement which includes an increase in rates shown
30 in Exhibit C, a new Exhibit C(x) shall also be prepared and attached to the Permit. Each revised
31 Exhibit C(x) shall be effective upon the final execution date of any Permit Supplement by both
32 Executives. At the time of its preparation, each revised Exhibit C(x) shall reflect the rates applicable
33 to the corresponding Permit Areas subject to this Permit and each corresponding Permit Supplement
34 shall set forth the adjusted Permit Fee.
35

36 3.3 Annual Adjustment. The Permit Fee shall be adjusted by comparing the
37 Consumer Price Index for All Urban Consumers (base year 1982-84=100) for Los Angeles-
38 Riverside-Orange County, published by the United States Department of Labor, Bureau of Labor
39 Statistics (the "Index"), for the month of the Adjustment Date (the "Current Index"), with the Index
40 published 12 months before the Adjustment Date (the "Beginning Index"). If the Current Index has
41 increased over the Beginning Index, the Permit Fee for the then-current Permit Year shall be set by
42 multiplying the current Permit Fee by a fraction, the numerator of which is the Current Index and the
43 denominator of which is the Beginning Index. In no event shall the Permit Fee be less than the
44 Permit Fee applicable during the immediately preceding Permit Year. If the Index is discontinued or
45 revised during the period in which this Permit is in effect, another government index or computation
46 shall be selected by the Cities and used in order to obtain substantially the same result as if the Index

1 had not been discontinued. On adjustment of the Permit Fee as provided herein, the parties shall
2 immediately execute a writing setting forth the adjusted Permit Fee and a revised Exhibit A(x) shall
3 be prepared. When such writing is executed by both Executives, it shall constitute a legally binding
4 agreement of the parties without further municipal, corporate or other action.

5
6 3.4 Late Charge; Default Interest. Permittee acknowledges that if any payment
7 required under this Permit is not paid within ten (10) days after the same becomes due and payable,
8 the Cities will incur extra administrative expenses, in addition to expenses incident to receipt of
9 timely payment, and the loss of the use of funds in connection with the delinquency in payment.
10 Because the actual damages suffered by the Cities by reason of such extra administrative expenses
11 and loss of use of funds would be impracticable or extremely difficult to ascertain from the nature of
12 the circumstances, Permittee agrees that five percent (5%) of the amount of the delinquent payment
13 or \$100.00 (whichever is greater), and the imposition of the default interest rate provided for below,
14 shall be the amount of damages to which the Cities are entitled, upon such breach, in compensation
15 therefor. Permittee shall, therefore, in such event, without further notice, pay to the Cities liquidated
16 damages in the amount of five percent (5%) of the amount of such delinquent payment or \$100.00
17 (whichever is greater) and interest as provided below. The provisions of this Paragraph are intended
18 to govern only the determination of damages in the event of a breach in the performance of the
19 obligation of Permittee to make timely payments hereunder. Nothing in this Permit shall be
20 construed as an express or implied agreement by the Cities to forbear in the collection of any
21 delinquent payment, or be construed as in any way giving Permittee the right, express or implied, to
22 fail to make timely payments hereunder, whether upon payment of such damages or otherwise. The
23 right of the Cities to receive payment of such liquidated and actual damages, and receipt thereof, are
24 without prejudice to the right of the Cities to collect such delinquent payments and any other
25 amounts provided to be paid hereunder or to declare a default hereunder. Further any amounts owing
26 under this Permit and not paid when due shall bear interest at a rate equal to ten percent (10%) per
27 annum, payable monthly on the first day of each and every month.

28
29 3.5 Books and Records. All books, accounts and other records showing the
30 affairs of Permittee with respect to its business transacted at, upon or over the Permit Areas
31 (collectively, "Permit Records") shall be maintained in Los Angeles County, and shall be subject to
32 copying, examination, audit and transcription by either City, from time to time. In the event it
33 becomes necessary to make such copying, examination, audit or transcription at any place other than
34 within fifty (50) miles of the Permit Areas, then all costs and expenses necessary or incident to such
35 copying, examination, audit or transcription, shall be paid by Permittee. The Permit Records shall be
36 retained during the term of this Permit so that the Permit Records for the four (4) most recent years
37 are available. After this Permit terminates, Permittee shall maintain the Permit Records for the four
38 (4) most recent years for at least two (2) years. Upon request in writing by either City, Permittee
39 shall, within fifteen (15) days of the request, furnish a statement of the exact location of all Permit
40 Records and the name and telephone number of the custodian of the Permit Records. Permit Records
41 will include, but not be limited to, general ledgers, charts of accounts, subledgers including cash
42 receipts journals, cash disbursement journals and all original receipts and documents which support
43 the information provided to the Cities.

44
45 3.6 Security Deposit. Permittee shall provide a cash deposit, certificate of
46 deposit, surety bond, irrevocable letter of credit or other form of security (the "Security Deposit") in

1 the name of the Cities and acceptable to the Executives and City Attorneys of the Cities in an amount
2 equal to three month's rent or One Thousand Dollars (\$1,000.00), whichever is higher, as security for
3 Permittee's faithful performance of its obligations under this Permit, including but not limited to the
4 restoration of the Permit Areas and the removal of the Facilities (as defined in Paragraph 5.1) by
5 Permittee as required by this Permit upon any termination, revocation or forfeiture of this Permit.
6 The Cities shall pay no interest on the Security Deposit. If the financial condition of Permittee
7 substantially changes such that Permittee may not be able to meet its restoration obligations, either
8 Executive may require an increase of the Security Deposit.

9
10 4. REVOCABILITY; TERMINATION.

11
12 4.1 Revocability without Cause. This Permit is revocable by any party upon sixty
13 (60) days' written notice to the other parties without cause. Upon termination of this Permit,
14 Permittee shall vacate, and surrender possession of, the Permit Areas (subject to Permittee's
15 obligations under Paragraphs 5 and 7 below). If this Permit is revoked by either City pursuant to this
16 Paragraph 4.1, Permittee shall be entitled to a prorated refund of the Permit Fee for the year in which
17 such revocation occurs. If this Permit is revoked by Permittee pursuant to this Paragraph 4.1,
18 Permittee shall not be entitled to receive back any portion of the Permit Fee already paid by it.

19
20 4.2 Termination. The Executive of either City may terminate this Permit in the
21 event: (i) Permittee fails to perform any term or condition of this Permit within ten (10) days after
22 written notice from the Cities or either of them; (ii) Permittee makes a general assignment or general
23 arrangement for the benefit of creditors; (iii) a petition for adjudication of bankruptcy or for
24 reorganization or rearrangement is filed by or against Permittee and is not dismissed within thirty
25 (30) days; (iv) a trustee or receiver is appointed to take possession of substantially all of Permittee's
26 assets located at the Permit Areas or of Permittee's interest in this Permit and possession is not
27 restored to Permittee within thirty (30) days; or (v) substantially all of Permittee's assets, or
28 Permittee's interest in the Permit Areas are subjected to attachment, execution or other judicial
29 seizure which is not discharged within thirty (30) days. If any court having jurisdiction in the matter
30 renders a final decision which prevents the performance by the Cities of any of their obligations
31 under this Permit, then any party hereto may terminate this Permit by notice to the other parties.
32 Additionally, a seizure of the Permit Areas by the Internal Revenue Service shall automatically
33 terminate this Permit. Upon termination of this Permit: (i) Permittee shall immediately vacate, and
34 surrender possession of, the Permit Areas and (ii) all rights and obligations hereunder (with the
35 exception of Permittee's obligations under Paragraphs 5, 7 and 14) shall thereupon terminate.

36
37 4.3 Application. This Permit is granted pursuant to an application or applications
38 filed by Permittee with the Cities. If any application or any of the attachments thereto contain any
39 misstatement of fact, which in the judgment of either Executive, affected the decision to grant this
40 Permit, that Executive may terminate this Permit. Termination pursuant to this Paragraph shall not
41 be termination by forfeiture.

42
43 4.4 No Relocation Assistance. Permittee understands and agrees that nothing
44 contained in this Permit shall create any right in Permittee for relocation assistance or payment from
45 the Cities upon the termination or revocation of this Permit. Permittee acknowledges and agrees that
46 it shall not be entitled to, and waives any right to, any relocation assistance or payment pursuant to

1 the provisions of Title 1, Division 7, Chapter 16, of the Government Code of the State of California
2 (Sections 7260 *et seq.*) or any other applicable law with respect to any relocation of its business or
3 activities upon the termination or revocation of this Permit for no reason or any reason whatsoever.
4

5 5. FACILITIES; ALTERATIONS.
6

7 5.1 General. Permittee, at its cost, may install or construct Facilities on the
8 Permit Areas and alter and, repair, relocate, reconstruct or remove Facilities; provided, however,
9 Permittee shall first obtain the written consent of both Executives, which may be withheld in their
10 sole and absolute discretion, and any necessary permits prior to the commencement of any work of
11 improvement, relocation, alteration, removal or repair. Permittee shall retain title to all such
12 Facilities.
13

14 5.2 Plans. The Facilities shall be installed only in accordance with approved
15 plans and specifications previously submitted to the Cities with the application for this Permit.
16 Permittee shall proceed diligently and in a workmanlike manner in the installation, repair, relocation,
17 reconstruction or removal of the Facilities. Any and all work shall be done by Permittee in
18 accordance with all applicable Laws (as defined in Paragraph 9 below).
19

20 5.3 Damage; Repair. If the Facilities become damaged or malfunction, Permittee,
21 at its cost, shall immediately make such repairs as will insure the future safe and proper operation of
22 the Facilities. Permittee shall perform such cleanup and repairs as shall be required by the Cities.
23

24 5.4 As-Built Drawings.
25

26 5.4.1 Within thirty (30) days after the completion of the installation of the
27 Facilities, Permittee shall furnish to Cities four (4) sets of survey notes and “as-built”
28 drawings, signed by a California licensed land surveyor, who shall certify to the correctness
29 of the horizontal and vertical alignment of the Facilities.
30

31 5.4.2 All of the “as-built” drawings furnished pursuant to Paragraph 5.4.1
32 shall be drawn to a scale in which the number of feet per inch shall not exceed two hundred
33 (200). The drawings shall show the accurate alignment of the Facilities by centerline
34 traverses. The elevations of the tops of the Facilities shall be shown on the drawings. All
35 survey work, both horizontal and vertical, shall be to the latest third order of accuracy as
36 established by the National Geodetic Survey.
37

38 5.4.3 In the event Permittee is granted permission to install, relocate or
39 remove pipelines, tanks or pressure vessels, Permittee shall furnish to the Cities, in addition
40 to the “as-built” drawings thereof required by this Paragraph, four (4) sets of revised
41 composite drawings drawn to a scale in which the number of feet per inch does not exceed
42 two hundred (200). The revised composite drawings shall be submitted on or before March 1
43 of each calendar year this Permit remains in force and effect and shall show all pipelines
44 owned or operated by Permittee and the total lineal footage thereof in existence as of
45 December 31 of the calendar year just ended.
46

1 5.4.4 Where applicable, as-built drawings shall be available at the Permit
2 Areas at all times and copies thereof shall be provided to the Cities upon thirty (30) days'
3 written notice.
4

5 5.5 Removal Upon Termination; Restoration. No later than the date upon which
6 this Permit terminates (the "Termination Date"), Permittee, at its cost, shall remove the Facilities,
7 and any personal property placed by it on the Permit Areas and restore the Permit Areas to a
8 condition acceptable to both Cities. Permittee shall repair, at Permittee's expense, any damage to the
9 Permit Areas caused by the removal of any Facilities or personal property. Permittee understands
10 and agrees it is responsible for complete restoration of the Permit Areas, including the clean-up of
11 any Hazardous Substances (as defined in Paragraph 7.1 below) required pursuant to Paragraph 7 on
12 or before the Termination Date. If, for any reason, removal of Facilities and personal property from
13 the Permit Areas or restoration of the Permit Areas is not completed by the Termination Date, then
14 Permittee is obligated to pay the Cities, as compensation during such restoration, a permit fee in an
15 amount equal to the then fair market rental value of the Permit Areas as reasonably determined by
16 the Cities; however, the new permit fee shall not be less than provided in Paragraph 3. Additionally,
17 if the Facilities and any personal property of Permittee have not been removed and the Permit Areas
18 not restored to an acceptable condition by the Termination Date, the Cities shall have the right, but
19 not the obligation, to remove any such property and to restore the Permit Areas at Permittee's
20 expense. Permittee shall pay to the Cities, upon demand, all costs incurred by the Cities in removing
21 such property and restoring the Permit Areas, together with interest from the date the Cities incur any
22 cost or expense, at the maximum rate allowed by law on any such sum. The restoration requirements
23 of Paragraph 5.5 shall apply to Permittee whether improvements were installed by Permittee or any
24 prior users of the premises.
25

26 5.6 Restoration Plan. Upon request of either Executive, Permittee shall, at its
27 expense, provide to the Cities a site characterization study and site restoration plan in a form
28 acceptable to the Cities. The study and plan shall be used in part by the Cities to determine if
29 Permittee has breached its obligations pursuant to Paragraph 7 below.
30

31 5.7 Waiver. The Cities, at their election, may waive the requirement that
32 Permittee remove all or a portion of the Facilities or personal property from the Permit Areas and
33 that Permittee restore the Permit Areas. However, unless such waiver is in writing executed by both
34 Cities stating such waiver is "permanent and final," Cities reserve the right to require Permittee at
35 any time in the future to remove all or a portion of the Facilities or personal property from the Permit
36 Areas or to restore the Permit Areas despite such waiver.
37

38 5.8 Removal; Relocation. Whenever and as often as the Executives deem
39 convenient or necessary, Permittee, at its cost, shall remove, relocate or alter the Facilities
40 constructed on the Permit Areas and restore the Permit Areas. Permittee shall commence such
41 removal, alteration or change of location within sixty (60) days after notice from the Executives, and
42 shall proceed to complete such work with due diligence.
43

44 5.9 Failure to Commence Work. In case Permittee fails to commence work in
45 compliance with the notice given pursuant to Paragraph 5.8 within sixty (60) days after such notice
46 (unless Permittee is unable to comply with such instructions due to strikes, riots, acts of God or acts
47 of public enemies), the Executives may, but shall not be required to, cause the work required in such

1 notice to be done; and Permittee agrees to pay the Cities' cost thereof within thirty (30) days after
2 delivery of an itemized bill.

3
4 5.10 Rules Governing Pipelines. After installation, and in any event for the
5 duration of this agreement, Permittee shall comply with pipeline testing and inspection requirements
6 of the Pipeline Code, the Pipeline Safety Act, the California Public Utilities Code, California Public
7 Utilities Commission regulations for pipelines, any other state and/or federal agency not mentioned
8 above, and as required by the California State Fire Marshal (CSFM) under the Pipeline Safety Act.
9 The Cities reserve the right to request tests for facilities not under the direct authority of the CSFM,
10 the California Public Utilities Commission, the Federal Office of Pipeline Safety (FOPS), and the
11 State of California Bureau of Conservation/Division of Oil, Gas, and Geothermal Resources
12 (DOGGR).

13
14 5.11 Location of Subsurface Pipelines and Structures. Upon at least two (2) days'
15 notice from the Cities, Permittee shall commence exploration for any subsurface structures under
16 Permittee's control or servicing Permittee's operation within the Permit Areas. Exploration and
17 preparation of all documentation recording the location of substructures shall be completed within
18 the time specified in the notice. The subsurface exploration shall verify the vertical and horizontal
19 location of all substructures. Documentation reflecting the results of the exploration shall be
20 provided to the Executives. If Permittee fails or refuses within the time specified in the notice to
21 begin or fails to prosecute diligently to complete the work of locating any substructure under
22 Permittee's control or servicing Permittee's operation within the Permit Areas, the Cities shall have
23 the right to enter onto the Permit Areas and perform the work designated in the notice. All
24 subsurface exploration required by the provisions contained herein, whether performed by Permittee
25 or the Cities, shall be performed at Permittee's expense. In addition, Permittee agrees to bear the
26 cost of any and all damage of whatever nature caused by any act, omission or negligence of the Cities
27 and any and all of their boards, officers, agents, consultants, and employees in the performance of the
28 subsurface exploration as required by this provision. Notwithstanding any work performed by the
29 Cities or the Cities' contractors under this provision, Permittee shall remain obligated to maintain the
30 Permit Areas in a safe condition, both during and after completion of the work.

31
32 5.12 Pipeline Tests or Inspections. Within thirty (30) days from the commencement
33 date of the permit, Permittee shall provide the Executives with a master schedule showing dates for
34 pipeline testing and inspection(s) in accordance with the requirements referenced in Paragraph 5.10
35 above. The master schedule shall include an itemized list with corresponding line item reference
36 numbers for each pipeline covered under the subject permit, corresponding required test(s) or
37 inspection(s), date(s) of test(s) or inspection(s), method(s) of test(s) or inspection(s), applicable
38 agency, the frequency of required test(s) or inspection(s), and the California State Fire Marshal Line
39 No. and the California State Fire Marshal Test ID No., if applicable. If Permittee's existing pipelines
40 are modified, or new pipelines are added to Permittee's premises, Permittee shall provide Cities with
41 written notice, including an updated master schedule with any addition or subtraction of pipelines.
42 This notice should cover testing or inspection requirements of all agencies mentioned in Paragraph
43 5.10, as well as any other additional required test(s) or inspection(s).

44
45 If Permittee's pipeline test(s) or inspection(s) are approved by the applicable agency requiring or
46 overseeing the test(s) or inspections(s), Permittee shall confirm in writing approval of the test(s) or

1 inspections(s) and/or submit documentation including master schedule reference number for
2 pipeline(s) being reported on, date(s) of test(s) or inspection(s), method(s) of test(s) or inspection(s)
3 and general non-technical summary of results
4

5 Permittee shall submit a summary of its certified test or inspection approval results to the Executives
6 within thirty (30) days after they have been approved by the agencies which required the pipeline
7 testing or inspection(s), and the records of such test(s) shall be retained by Permittee for as long as is
8 required by applicable law, but in any event not less than three (3) years. Records of all tests will be
9 made available for inspection by the Executives or their designees at their request.

10
11 If Permittee's pipeline test(s) or inspection(s) are disapproved, and/or there are irregularities with
12 Permittee's pipeline test(s) or inspection(s), indicating a leak or other operational deficiency,
13 Permittee shall notify the Executives within three (3) days of disapproval and/or receipt of test(s) or
14 inspection(s) results with a non-technical summary of the results including the circumstances that
15 resulted in the disapproval or test(s)/inspection(s) irregularities as well as all test documentation
16 produced and a description and schedule for implementation of corrective action as directed by the
17 applicable agency requiring or overseeing the test(s) or inspection(s).

18
19 6. MAINTENANCE. The Cities have no duty to make any improvement or repair to the
20 Permit Areas or any improvements thereon. Permittee's sole and exclusive remedy by reason of any
21 condition of the Permit Areas (whether such condition now or hereafter exists) shall be to terminate
22 this Permit and vacate the Permit Areas. Any and all uses of the Permit Areas by Permittee, its
23 agents, contractors and their employees shall be at their sole risk, cost and expense. Permittee, at its
24 cost, shall keep and maintain the Permit Areas and all Facilities thereon during its use and occupancy
25 thereof, in good order, condition and repair, free and clear of all rubbish, debris and litter.

26
27 7. HAZARDOUS SUBSTANCES.

28
29 7.1 Hazardous Substances. As used in this Permit, the term "Hazardous
30 Substance" means any product, substance, chemical, material or waste, the presence, nature, quantity
31 and/or intensity of which, either by itself or in combination with other materials on the Permit Areas,
32 is either: (i) potentially injurious to the public health, safety or welfare, the environment or the
33 Permit Areas; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential
34 liability of the Cities to any governmental agency or third party under any applicable statute or
35 common law theory. Hazardous Substances shall include, but not be limited to, any substance or
36 material deemed hazardous or toxic pursuant to any federal or state statute or regulation, including
37 but not limited to hydrocarbons, petroleum, gasoline, crude oil or any products or by-products
38 thereof. Permittee shall not direct, suffer or permit any of its agents, contractors, employees,
39 licensees or invitees at any time to handle, use, manufacture, store, release or dispose of any
40 Hazardous Substances in or about the Permit Areas.

41
42 7.2 Notification; Removal. During its use and occupancy of the Permit Areas,
43 Permittee shall notify the Executives within two (2) days following the release of any Hazardous
44 Substances onto or from the Permit Areas. Upon the release, discharge or spill of any Hazardous
45 Substances arising from or caused by Permittee, its employees, agents, invitees or affiliated
46 predecessors in interest, Permittee, at its cost, shall promptly remove and/or remediate and dispose of

1 all such Hazardous Substances in accordance with the provisions of Paragraph 7.3 below, and restore
2 the Permit Areas to the condition it was in prior to the release of the Hazardous Substances.
3 Permittee also agrees to provide to the Cities a surety bond to assure removal of such Hazardous
4 Substances from the Permit Areas if at any time the Cities demand such bond.

5
6 7.3 Excavation. If Permittee discovers or believes that any material being
7 excavated from the Permit Areas contains any Hazardous Substances, Permittee, at its cost, shall: (i)
8 promptly notify both Executives of Permittee's discovery or belief; (ii) at the request of either
9 Executive, initiate chemical and/or physical analyses of the suspected Hazardous Substances; (iii)
10 promptly submit all laboratory or other test results upon receipt thereof to both Executives; (iv)
11 develop and submit, for approval by both Executives, a remediation plan providing for the disposal
12 and/or treatment of the hazardous materials; (v) treat and dispose of or remove the Hazardous
13 Substances in accordance with all applicable Laws; (vi) if Hazardous Substances are removed,
14 replace the same with clean structurally suitable fill material and cause the excavation to be
15 backfilled and compacted; and (vii) promptly submit copies of all waste manifests to both
16 Executives. Waste manifests shall identify Permittee and its contractors, not the Cities, as the
17 generator of any Hazardous Substances removed pursuant to this provision.

18
19 8. UTILITIES. Permittee shall pay all charges for services or utilities furnished to the
20 Permit Areas or used in connection with its occupancy, and shall pay all deposits, connection fees,
21 charges and meter rentals required by the supplier of any such service, including the Cities.

22
23 9. LEGAL COMPLIANCE. Permittee shall comply with all applicable laws,
24 regulations, ordinances, rules, policies, guidelines, specifications, procedures and orders of any
25 government entities ("Laws") in connection with its use and occupancy of the Permit Areas and
26 obtain all necessary licenses, consents and permits from all federal, state and local governmental
27 authorities having jurisdiction over the Permit Areas and Permittee's activities thereon.

28
29 10. NO ASSIGNMENT. Permittee shall not assign, sublet or transfer this Permit or any
30 interest herein (whether by operation of law or otherwise) without the prior written consent of the
31 Cities. The transfer, on a cumulative basis, of twenty-five percent (25%) or more of the voting
32 control of Permittee shall constitute an assignment for this purpose. Any attempted transfer or
33 assignment without the prior written consent of the Cities shall be void and confer no rights
34 whatsoever upon a transferee or assignee. In addition, Cities shall have the right to terminate this
35 Permit if any assignment or transfer, whether voluntary, by operation of law, or otherwise is made or
36 attempted without the prior written consent of the Cities. Each request for consent to an assignment
37 shall be in writing, accompanied by information relevant to the Cities' determination as to the
38 financial and operational responsibility and appropriateness of the proposed assignee, including but
39 not limited to the intended use and/or required modification of the Permit Areas, if any, together with
40 a nonrefundable processing fee of Three Thousand Dollars (\$3,000) or ten percent (10%) of the
41 current annual Permit Fee applicable to the Permit Areas which are the subject of the proposed
42 assignment, whichever is greater, as consideration for the Cities' considering and processing the
43 request. Permittee agrees to provide to the Cities such other or additional information and/or
44 documentation pertaining to the requested consent as may be reasonably requested by the Cities.

1 11. ACCESS. The Cities’ representatives shall have access to and across the Permit
2 Areas during normal business hours and, in the event of an emergency, at any other time for
3 inspection, repair of publicly owned utilities and structures and for fire and police department
4 purposes.

5
6 12. RIGHTS-OF-WAY. The Permit Areas are subject to all existing and future rights of
7 way and entry thereon for the installation, relocation, removal, operation and maintenance of rail
8 lines, sewers, pipelines, conduits, and telephone, telegraph, light, heat and power lines (whether
9 underground or overhead).

10
11 13. RAILROAD APPROVAL AND NOTICE, EMERGENCY NOTIFICATION.
12

13 13.1 In non-emergency situations, Permittee shall obtain the written approval from
14 the rail carriers that operate on the rail line traversing the Permit Areas (“Railroads”) prior to the
15 commencement of any work within the Permit Areas in connection with the construction, repair,
16 renewal, modification, reconstruction, relocation or removal of the Facilities, excepting only periodic
17 inspection of the Facilities. Permittee shall comply with all permits, notifications, protective and
18 safety requirements imposed by the Railroads, and Permittee shall pay all associated costs. In
19 addition, the Cities have included in this Permit, certain Safety Protocols, hereto attached as Exhibits
20 D-1 and D-2. Permittee agrees to perform all safety precautions, approvals and notices associated
21 with activities in the vicinity of the rail lines as set forth in Exhibits D-1 and D-2. Exhibits D-1
22 and D-2 may be updated from time to time by the Directors or their designees upon fourteen (14)
23 days written notice to Permittee.

24
25 13.2 If an emergency should arise requiring immediate attention for Permit Areas in
26 the Alameda Corridor, Permittee shall call the maintenance contractor for the Alameda Corridor,
27 presently Balfour Beatty at (562) 285-0366; the ACTA Construction and Maintenance Manager at
28 (310) 650-1651; the Alameda Corridor Transportation Authority (“ACTA”) at (562) 247-7080; and
29 Pacific Harbor Line’s (“PHL”) Badger Bridge at (310) 830-0660.

30
31 13.3 If an emergency should arise requiring immediate attention for Permit Areas in
32 the Pacific Harbor Line, Inc. right-of-way, Permittee shall call PHL’s Badger Bridge at (310) 830-
33 0660, the ACTA Construction and Maintenance Manager at (310) 650-1651, ACTA at (562) 247-
34 7080 and Balfour Beatty at (562) 285-0366.

35
36 13.4 Deleted
37

38 14. INDEMNIFICATION. Permittee shall, indemnify, defend (using counsel selected by
39 the Cities) and hold harmless: (a) the Cities; (b) ACTA; (c) the Railroads; and (d) each of their
40 respective council members, mayors, trustees, boards, officers, employees, agents, contractors,
41 property managers, representatives and designees (collectively, “Indemnified Parties”) from and
42 against any and all actions, suits, proceedings, claims, demands, damages, loss, liens, costs
43 (including court costs and attorneys’ fees including the allocated cost of in-house counsel), expenses
44 or liabilities, of any kind or nature whatsoever, for injury to or death of persons or damage to
45 property, including property owned by or under the care and custody of the Cities, which may be
46 brought, made, filed against, imposed upon or sustained by the Indemnified Parties, or any of them,

1 and arising from or attributable to or caused by any acts or omissions of Permittee or any of the
2 Indemnified Parties relating to or arising out of the Permit Areas, or by reason of any actual or
3 asserted failure of Permittee to keep, observe or perform any provision of this Permit, except to the
4 extent that such injury, death or damage is caused by the active negligence or willful misconduct of
5 the Indemnified Parties or any of them. The indemnity required herein shall survive the revocation,
6 termination or expiration of this Permit.

7
8 15. INSURANCE.
9

10 15.1 Specific Coverages Required. Permittee, at its cost and as a condition
11 precedent to the effectiveness of this Permit, shall procure and maintain in full force and effect while
12 this Permit shall remain in effect the following policies of insurance:
13

14 15.1.1 Commercial General Liability Insurance which affords coverage at
15 least as broad as Insurance Service Office "occurrence" form CG 0001 with minimum limits
16 of at least Ten Million Dollars (\$10,000,000) per occurrence, and if written with an
17 aggregate, the aggregate shall be double the per occurrence limit. The policy shall contain no
18 provisions or endorsements limiting coverage for (1) premises and operations; (2) products –
19 completed operations; (3) contractual liability; (4) contractual liability – railroads; (5)
20 independent contractors; (6) third party action over claims; (7) explosion, collapse or
21 underground hazard (XCU), if there is exposure; and (8) defense costs shall be excess of
22 limits. The railroad exclusion shall be deleted.
23

24 If the Permittee utilizes subcontractors the policy must include work
25 performed "by or on behalf" of the Permittee. Coverage shall apply on a primary non-
26 contributing basis in relation to any other insurance or self-insurance, primary or excess,
27 available to either City or any employee or agent of either City. Coverage shall not be
28 limited to the vicarious liability or supervisory role of any additional insured.
29

30 Coverage shall not exclude contractual liability, restrict coverage to the sole
31 liability of the Permittee or contain any other exclusion contrary to the Permit. Coverage
32 shall be provided for property damage or bodily injury that occurs on or within fifty feet of
33 railroad property using ISO CG 24 17 (10 01) or its equivalent.
34

35 15.1.2 Environmental Impairment Liability Insurance to include onsite and
36 offsite coverage for bodily injury (including death and mental anguish), property damage,
37 including loss of use of damaged property or of property that has not been physically injured,
38 defense costs and cleanup costs with minimum limits of Twenty Five Million Dollars
39 (\$25,000,000) per loss and Twenty Five Million (\$25,000,000) total all losses. Non-owned
40 disposal site coverage shall be provided if handling, storing or generating hazardous
41 materials or any material/substance otherwise regulated under environmental
42 laws/regulations. All activities contemplated in the Permit shall be specifically scheduled on
43 the policy as "covered operations."
44

45 15.1.3 Workers' Compensation Insurance as required by the State of
46 California and Employer's Liability Insurance with a limit of not less than One Million
47 Dollars (\$1,000,000) per accident for bodily injury and disease, plus coverage under the U.S.

1 Longshore and Harbor Workers' Act (USL&H) for employees performing services covered
2 by said Act.

3
4 15.1.4 Automobile Liability Insurance with coverage at least as broad as
5 Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum
6 limits of One Million Dollars (\$1,000,000) each accident.

7
8 Insurance policies will not be in compliance with the Permit if they include any
9 limiting endorsement that has not been approved in writing by Cities.

10
11 The policy or policies of insurance for Commercial General Liability, Automobile
12 Liability, and Environmental Impairment Liability Insurance shall contain the following
13 provisions or be endorsed to provide the following:

14
15 (1) The Indemnified Parties shall be additional insureds with regard to
16 liability and defense of suits or claims arising out of the Permit.

17
18 Additional insured endorsements shall not:

- 19
20 i. Be limited to ongoing operations;
21
22 ii. Exclude contractual liability;
23
24 iii. Restrict coverage to the sole liability of Permittee; or
25
26 iv. Contain any other exclusion contrary to the Permit.
27

28 (2) This insurance shall be primary and any other insurance, deductible, or
29 self-insurance maintained by the Indemnified Parties shall not contribute with this primary
30 insurance.
31

32 (3) The policy shall not be canceled or the coverage reduced until a thirty
33 (30) day written notice of cancellation has been served upon the Executives of the Harbor
34 Departments except notice of ten (10) days shall be allowed for non-payment of premium.
35

36 The policy or policies of insurance for Workers' Compensation shall be endorsed, as
37 follows:
38

39 (1) A waiver of subrogation stating that the insurer waives all rights of
40 subrogation against the Indemnified Parties.
41

42 (2) The policy or policies shall not be canceled or the coverage reduced until
43 a thirty (30) day written notice of cancellation has been served upon the Executives of the
44 Harbor Departments except notice of ten (10) days shall be allowed for non-payment of
45 premium.
46

1 Any deductible or self-insured retention must be approved in writing by the
2 Executives or their designees and shall protect the Indemnified Parties in the same manner
3 and to the same extent as they would have been protected had the policy or policies not
4 contained a deductible or self-insured retention.
5

6 Upon expiration or termination of coverage of required insurance, Permittee shall
7 obtain and submit to the Cities evidence of "tail" coverage or an extended reporting coverage
8 period endorsement for the period of at least three (3) years from revocation, termination or
9 expiration of this Permit.
10

11 15.2 General Requirements. 12

13 15.2.1 The insurance required by this Permit shall be issued by an insurance
14 company or companies with an AM Best rating of A:VII or better and may contain
15 deductibles in amounts approved by the Executives or their designees.
16

17 15.2.2 The policy or policies shall either contain a blanket form of
18 contractual liability coverage, including contracts and agreements, or there shall be attached
19 to the policy or policies an endorsement or extension, providing that such insurance as is
20 provided therein shall apply to the obligations assumed by Permittee under Paragraph 13 of
21 this Permit.
22

23 15.2.3 The procuring of such policy or policies of insurance shall not be
24 construed to be a limitation in any respect upon Permittee's obligations and liabilities under
25 this Permit.
26

27 15.2.4 Upon request by either of the Cities, Permittee shall furnish the Cities
28 with an endorsement issued by the insurance company waiving the insurance company's
29 right to demand and receive payment of insurance premiums and assessments from either of
30 the Cities.
31

32 15.2.5 All insurance shall be on an occurrence basis, not a claims made
33 basis, unless otherwise agreed to by the Cities. Should any portion of the required insurance
34 be on a "Claims Made" policy, Permittee shall, at the policy expiration date, whether such
35 date occurs during or after the term of this Permit, provide evidence that the "Claims Made"
36 policy has been renewed or replaced with the same limits, terms and conditions of the
37 expiring policy, or that an extended discovery period has been purchased on the expiring
38 policy for at least three years after the term of this Permit.
39

40 15.3 Evidence of Insurance. For the City of Los Angeles, electronic submission is
41 the required method of submitting Permittee's insurance documents. Track4LA[®] is the City's online
42 insurance compliance system. The system uses the standard insurance industry form known as the
43 ACORD 25 Certificate of Liability Insurance in electronic format. Permittee's insurance broker or
44 agent shall obtain access to Track4LA[®] at <http://track4la.lacity.org/> and follow the instructions to
45 register and submit the appropriate proof of insurance on Permittee's behalf.
46

1 Permittee shall deliver two (2) certified copies of the policy or Certificates of
2 Insurance and insurance carrier authorized endorsements as required (“Evidence of Insurance”) to the
3 Long Beach Harbor Department Chief Executive or his designee for approval as to sufficiency and to
4 the City of Long Beach City Attorney or designee for approval as to form, and upon request by either
5 City, Permittee shall deliver a certified copy of any policy. If such coverage is cancelled or reduced,
6 Permittee shall, within ten (10) days after receipt of notice of such cancellation or reduction of
7 coverage, file with Track4LA[®] and the Long Beach Harbor Department Chief Executive Evidence of
8 Insurance showing that the required insurance has been reinstated or provided through another
9 insurance company or companies, and the policy shall be submitted for approval as herein provided.
10 At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing
11 that the insurance coverage has been renewed or extended, shall be filed with Track4LA[®] and the
12 Long Beach Harbor Department Chief Executive. Upon failure of Permittee to provide evidence of
13 insurance as required herein, the Cities have the right, but not the obligation, to purchase any such
14 insurance and Permittee agrees to pay for such insurance. Permittee agrees, at its own expense, to
15 suspend and cease all activities on the Permit Area during such periods of time as evidence of
16 insurance has not been provided as set forth herein. Notwithstanding any other provision of this
17 Permit to the contrary, upon failure to so file such evidence of insurance, the Cities may, without
18 further notice, cancel or terminate this Permit and exercise such other rights as they may have in the
19 event of Permittee’s default.
20

21 15.4 Adjustment. Not more frequently than once each year, if in the opinion of
22 either Executive, the coverages or the limits of insurances described in this Paragraph are not
23 adequate, Permittee shall modify the insurance coverage or increase the limits as required by either
24 Executive.

25 15.5 Accident Reports. Permittee shall report in writing to Cities within fifteen
26 (15) days after it, its officers or managing agents have knowledge of any accident or occurrence
27 involving death of or injury to any person or persons, or damage in excess of Fifty Thousand Dollars
28 (\$50,000) to property, occurring upon the Premises, or elsewhere within the Harbor Districts, if
29 Permittee’s officers, agents or employees are involved in such an accident or occurrence while
30 undertaking the permitted uses. Such report shall contain to the extent available: (1) the name and
31 address of the persons involved; (2) a general statement as to the nature and extent of injury or
32 damage; (3) the date and hour of occurrence; (4) the names and addresses of known witnesses; and
33 (5) such other information as may be known to Permittee, its officers or managing agents.
34

35 16. TAXATION. THIS PERMIT MAY CREATE A POSSESSORY INTEREST IN
36 FAVOR OF PERMITTEE, WHICH MAY BE SUBJECT TO TAXES. PERMITTEE SHALL PAY,
37 PRIOR TO DELINQUENCY, ANY SUCH TAXES, AND ANY OTHER ASSESSMENTS OF
38 WHATEVER CHARACTER LEVIED UPON ANY INTEREST CREATED BY THIS PERMIT.
39 PERMITTEE SHALL ALSO PAY ALL LICENSE AND PERMIT FEES REQUIRED FOR THE
40 CONDUCT OF ITS OPERATIONS. PERMITTEE SHALL DELIVER SATISFACTORY
41 EVIDENCE OF ALL SUCH PAYMENTS TO EACH EXECUTIVE UPON DEMAND.
42

43 17. NOTICE. Any notice, demand, request, consent or communication that any party
44 desires or is required to give to the other parties shall be in writing and either be served personally,
45 by facsimile transmission with electronic verification of transmission or sent by prepaid, certified
46 mail, addressed as follows:

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To the Cities: Chief Executive
Long Beach Harbor Department
4801 Airport Plaza Drive
Long Beach, California 90815
Fax No.: (562) 283-7451

And: Executive Director
Los Angeles Harbor Department
425 South Palos Verdes Street
San Pedro, California 90731
Fax No.: (310) 831-6936

With copies to: Port of Long Beach
4801 Airport Plaza Drive
Long Beach, California 90815
Attention: Director of Real Estate
Fax No.: (562) 283-7451

Port of Los Angeles
425 South Palos Verdes Street
Post Office Box 151
San Pedro, California 90731
Attention: Director of Cargo/Industrial Real Estate
Fax No.: (310) 547-4611

Cal Pacific Land Services, Inc.
7245 Garden Grove Blvd., Ste. M
Garden Grove, CA 92841
Attn: Ports' Property Manager
Fax No.: (714) 799-0500

Or such other Property Management firm as may be designated by the
Cities from time to time.

To Permittee: Crimson California Pipeline, L.P.
3780 Kilroy Airport Way, Suite 400
Long Beach, CA 90806
Attn: Land Department
Fax No.: (562) 285-4141
Telephone: (562) 285-4112

Any party may change its address by notifying the other parties of the change of address in
accordance with this Paragraph. Notice shall be deemed communicated upon delivery if personally
served or given by facsimile transmission and within seventy-two (72) hours from the time of
mailing if mailed as provided in this Paragraph.

1
2 18. NO DISCRIMINATION. Permittee agrees, and as a condition to the continuance of
3 this Permit, that it shall not discriminate in its employment practices against any employee or
4 applicant for employment because of the employee's or applicant's race, religion, ancestry, national
5 origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical
6 condition or in any manner prohibited by any applicable law, including any laws established by the
7 Cities. Permittee hereby agrees to comply with all reporting requirements related to such laws. Any
8 contracts relating to the Permit Areas entered into by Permittee shall contain this provision. The
9 provisions of Section 10.8.4 of the Administrative Code of the City of Los Angeles are attached
10 hereto as Exhibit E, and are hereby incorporated herein and made a part hereof.

11
12 19. CONFLICT OF INTEREST. It is understood and agreed that the parties to this
13 Permit have read and are aware of the provisions of Sections 1090 *et seq.* and Sections 87100 *et seq.*
14 of the Government Code relating to conflict of interest of public officers and employees, as well as
15 the conflict of interest policies of the Cities. All parties hereto agree that they are unaware of any
16 financial or economic interest of any public officer or employee of the Cities relating to this Permit.
17 Notwithstanding any other provision of this Permit, it is further understood and agreed that if such a
18 financial interest does exist at the inception of or at any time during the continuance of this Permit,
19 the Executive of either City may immediately terminate this Permit by giving notice to Permittee.
20 Termination pursuant to this Paragraph shall not be termination by forfeiture.

21
22 20. MISCELLANEOUS PROVISIONS.

23
24 20.1. Effect of Waiver. No waiver by any party at any time of any terms or
25 conditions of this Permit shall be a waiver at any subsequent time of the same or any other term or
26 condition. The acceptance of a late Permit Fee by the Cities shall not be deemed a waiver of any
27 other breach by Permittee of any term or condition of this Permit other than the failure of Permittee
28 to make timely the particular payment so accepted.

29
30 20.2 Termination of Prior Agreements. This Permit supersedes Agreements
31 described in Exhibit A or subsequent Exhibit A(x) to the extent of the Facilities described in Exhibit
32 A or subsequent Exhibit A(x), each as of the effective date of this Permit. This Permit shall not
33 operate to extinguish the indemnity and hazardous materials and premises restoration obligations
34 imposed by said Agreements.

35
36 20.3 Costs of Cities. Whenever this Permit requires Permittee to reimburse the
37 Cities for costs of the Cities, such costs are agreed to include all direct and indirect costs which the
38 Cities incur whether with the Cities' own forces or with independent contractors. These costs
39 include salaries and all other costs the Cities incur for their employees, including attorneys, all
40 material and equipment costs, together with an administrative handling charge and allocation of
41 general overhead expense as determined by the Cities in good faith.

42
43 20.4 No Joint Venture. Nothing contained in this Permit shall have the effect of
44 creating a joint venture or partnership between or among the parties, or of rendering one liable for
45 any of the debts or obligations of any other, unless expressly provided in this Permit. Further,
46 nothing contained in this Permit shall have the effect of creating a joint venture or partnership

1 between the Cities or to render either of such entities liable for the debts, obligations or actions of the
2 other, nor shall either the City of Los Angeles or the City of Long Beach be liable or responsible
3 hereunder for any default, failure of performance, action or inaction of the other solely as a result of
4 this Permit.

5
6 20.5 Actions of the Cities. All actions (except as otherwise specified in this
7 Permit), approvals, decisions and consents of the Cities under this Permit shall require the consent of
8 both the City of Los Angeles and the City of Long Beach in the Cities' sole and absolute discretion.
9

10 20.6 Governing Law; Venue. This Permit shall be governed by and construed in
11 accordance with the laws of the State of California, without reference to the conflicts of law rules
12 and principles of such State. The parties agree that all actions or proceedings arising in connection
13 with this Permit shall be tried and litigated exclusively in the State and Federal courts located in the
14 County of Los Angeles, State of California, in the judicial district required by court rules. The
15 aforementioned choice of venue is intended by the parties to be mandatory and not permissive in
16 nature, thereby precluding the possibility of litigation between the parties with respect to or arising
17 out of this Permit in any jurisdiction other than that specified in this Paragraph, except that the Cities
18 or either of them may in their sole and absolute discretion file and pursue actions in other forums in
19 order to obtain such relief as the Cities or either of them deem appropriate.
20

21 20.7 Construction; Headings. The language in all parts of this Permit shall be in all
22 cases construed simply according to its fair meaning and not strictly for or against any of the parties.
23 Paragraph headings in this Permit are solely for convenience of reference and shall not govern the
24 interpretation of any of the provisions of this Permit. Whenever required by the context of this
25 Permit, the singular shall include the plural, the plural shall include the singular and the masculine,
26 feminine and neuter genders shall each include the other. References in this Permit to days shall
27 mean calendar days unless otherwise expressly provided.
28

29 20.8 Severability. Each provision of this Permit shall be interpreted so as to be
30 effective and valid to the fullest extent possible. In the event, however, that any provision contained
31 herein shall for any reason be held invalid, illegal or unenforceable in any respect, then, in order to
32 effect the purposes of this Permit it shall be construed as if such provision had never been contained
33 herein.
34

35 20.9 Amendments. This Permit shall not be altered, modified, or amended except
36 by an instrument in writing, agreed to and signed by all parties. Any such alterations, modifications,
37 or amendments are subject to all applicable approval processes required by, without limitation, either
38 of the Cities Charter and Administrative Codes.
39

40 20.10 No Liens. Permittee shall pay or cause to be paid all costs and charges for
41 work done by it or caused to be done by it in, on or to the Permit Areas and for all materials
42 furnished for or in connection with such work. Permittee shall keep the Permit Areas free from any
43 mechanics' liens, vendors' liens or any other liens arising out of any work performed, materials
44 furnished or obligations incurred by Permittee. In the event that there shall be recorded against the
45 Permit Areas or the property of which the Permit Areas are a part any claim or lien arising out of any
46 such work performed, materials furnished or obligations incurred by Permittee and such claim or lien

1 is not removed or discharged, or Permittee has not provided a bond therefor, within ten (10) days of
2 filing, the claim or lien shall constitute a default hereunder and the Cities shall have the right but not
3 the obligation to pay and discharge the lien without regard to whether such lien shall be lawful or
4 correct. Nothing contained in this Permit shall be deemed the consent or agreement of the Cities to
5 subject to the Cities' interest in the Permit Areas to liability under any mechanics' or other lien law.
6

7 20.11 Signs. Except for signs, markings and notices required by agencies with
8 jurisdiction, Permittee shall not install, place, inscribe, paint or otherwise attach any sign,
9 advertisement, notices, marquee or awning on any part of the Permit Areas without the prior written
10 consent of the Cities.
11

12 20.12 Security Measures. Permittee hereby acknowledges that the Permit Fee
13 payable to the Cities hereunder does not include the cost of guard service or other security measures,
14 and that the Cities have no obligation whatsoever to provide security. Permittee assumes all
15 responsibility for the security and protection of the Permit Areas, Permittee, its agents and invitees
16 and their property from the acts of third parties.
17

18 20.13 Small/Very Small Business Enterprise Program. It is the policy of the City of
19 Los Angeles to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE)
20 and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other
21 Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the
22 performance of all City of Los Angeles contracts in all areas where such contracts afford such
23 participation opportunities. Permittee shall assist the City of Los Angeles in implementing this policy
24 and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and
25 OBEs to achieve participation in subcontracts where such participation opportunities present
26 themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs,
27 MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunities which might be presented
28 under the Permit.

29 20.14 Service Contract Worker Retention and Living Wage Policy. The Board of
30 Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 13, 1999
31 agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service
32 Contract Worker Retention (SCWR) as the policy of the Harbor Department. Further, Charter
33 Section 378 requires compliance with the City's Living Wage (LW) requirements. Permittee shall
34 comply with these policies wherever applicable. Violation of this provision, where applicable, shall
35 entitle the City of Los Angeles to terminate this Permit and otherwise pursue legal remedies that may
36 be available.
37

38 20.15 Business Tax Registration Certificates. Permittee represents that it has
39 obtained and presently holds the Business Tax Registration Certificates required by the City of Los
40 Angeles and/or the City of Long Beach, as applicable. Permittee will provide each City evidence
41 that such certificates have been obtained. Permittee shall maintain all such certificates required of it
42 by each of the Cities and shall not allow any such certificates to be revoked or suspended.
43

44 20.16 Manager; Representatives. The Cities may designate one or more property
45 managers, representatives, designees or employees to serve as their respective contact person or

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Los Angeles)

On August 28, 2015 before me, Eva L. Salcedo, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Larry W. Alexander
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Eva L Salcedo
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Master Joint Revocable Permit No. 14-13 Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

1 "CITIES"

2
3 THE CITY OF LONG BEACH, a municipal
4 corporation, acting by and through
5 its Board of Harbor Commissioners

6
7 _____, 20__

8 By: _____
9 Jon W. Slangerup
10 Chief Executive
11 Long Beach Harbor Department

12 Approved as to form this _____ day of _____, 20__.

13
14
15 CHARLES PARKIN, City Attorney

16
17 By: _____
18 _____
19 Deputy City Attorney

20
21
22 THE CITY OF LOS ANGELES, a municipal
23 corporation, acting by and through its Board
24 of Harbor Commissioners

25
26 _____, 20__

27 By: _____
28 Eugene D. Seroka
29 Executive Director
30 Los Angeles Harbor Department

31
32 Attest: _____
33 Secretary

34
35
36 Approved as to form and legality this 1st day of September, 2015.

37
38
39 MICHAEL N. FEUER, City Attorney
40 Janna B. Sidley, General Counsel

41
42 By: Heather M. McCloskey
43 Heather M. McCloskey, Deputy
44

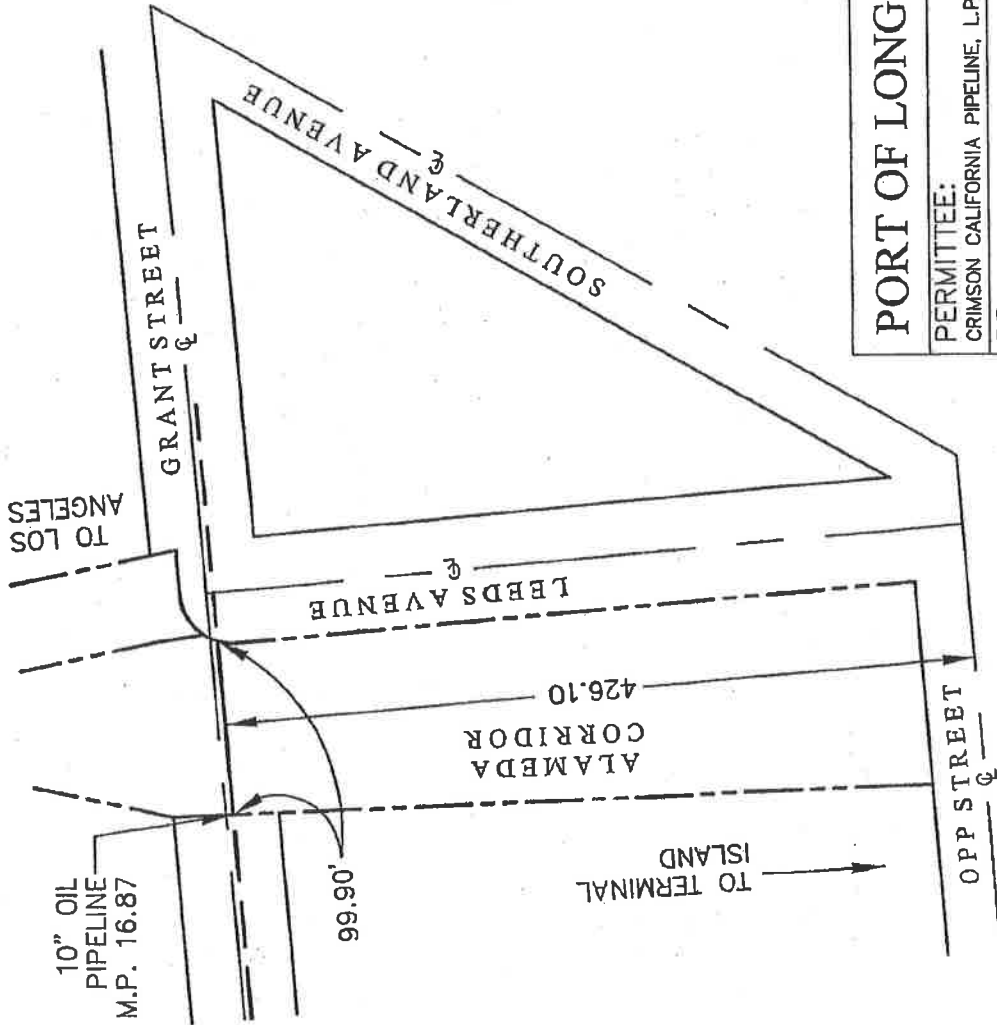
Exhibit A

Crimson California Pipeline, L.P.
Facilities on Port of Long Beach/Port of Los Angeles
Jointly Owned Railroad Rights of Way

MJRP Index No.	Railroad Right of Way	Exhibit B Map No.	POLB No. HD-	Mile Post	Former Lease Audit No.	Date of Occupancy	Location	Name or Pipeline No.	Facility Description	Facility Status	Length (ft.)	Width (ft.)	Annual Fee (\$2,000 Minimum)	Notes
1	Alameda Corridor	B-1	TBD	16.87	N/A	July, 2014 (anticipated)	Grant Street & Leeds Avenue	10" Warren Lateral	Subsurface: One 10" oil pipeline in a 16" casing.	Active	100	5	\$2,000.00	Conventional Bore
2	SP San Pedro Branch (former)	B-2	TBD	501.71	N/A	July, 2014 (anticipated)	Grant Street & Alameda Street	10" Warren Lateral	Subsurface: One 10" oil pipeline.	Active	109	5	\$2,000.00	Directional Drill

Total: \$4,000.00

EXHIBIT B-1



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



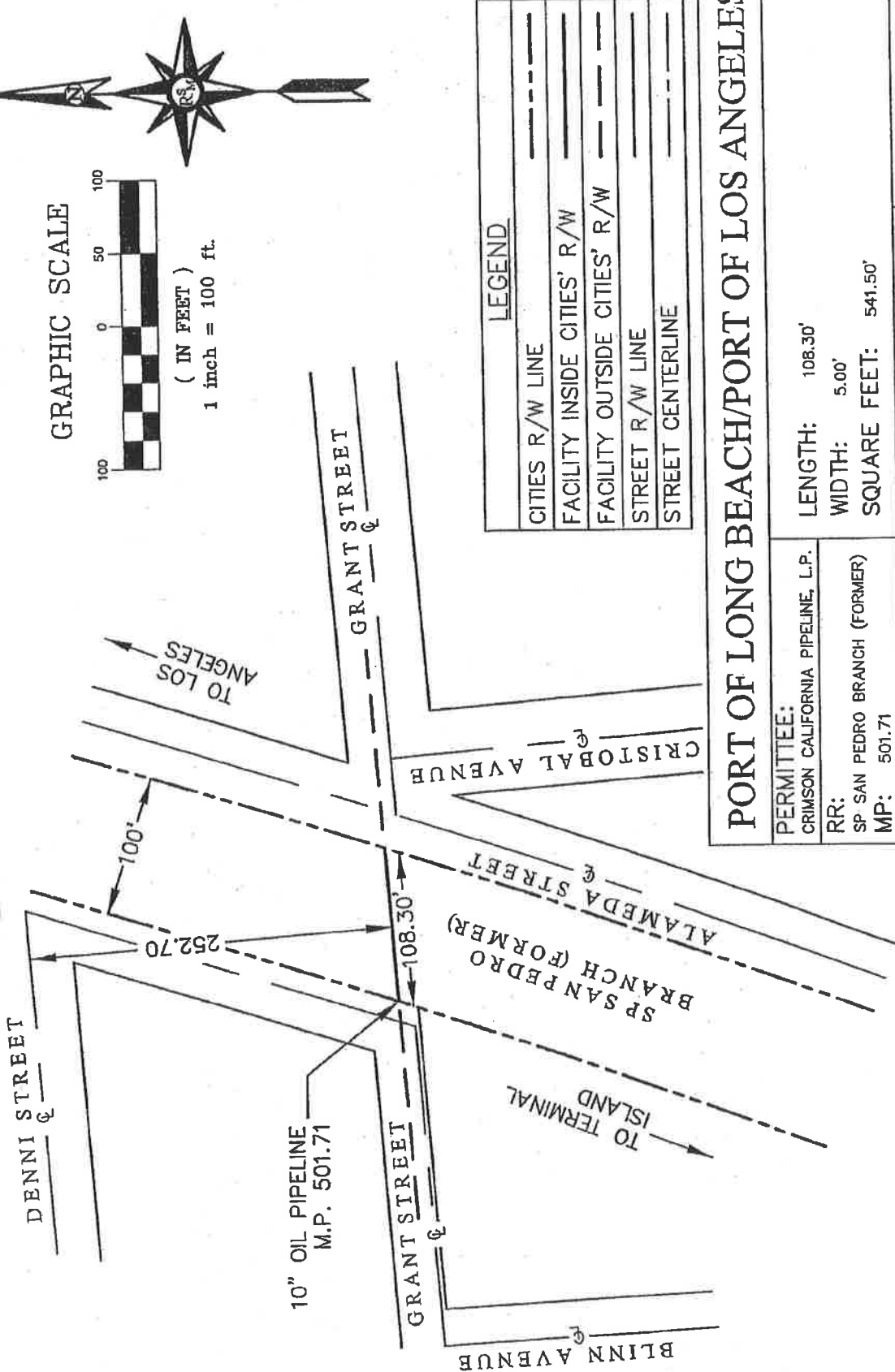
LEGEND	
CITIES R/W LINE	---
FACILITY INSIDE CITIES' R/W	----
FACILITY OUTSIDE CITIES' R/W	----
STREET R/W LINE	----
STREET CENTERLINE	----

PORT OF LONG BEACH/PORT OF LOS ANGELES

PERMITTEE: CRIMSON CALIFORNIA PIPELINE, L.P.	LENGTH: 99.90'	PAGE: 1 OF 1
RR: ALAMEDA CORRIDOR	WIDTH: 5.00'	THOMAS GUIDE: 794-H5
MP: 16.87	SQUARE FEET: 499.50'	DATE: 5-6-2014
CITY: WILMINGTON	COUNTY: LOS ANGELES	PREPARED BY: RSM
SCALE: AS SHOWN		

ROSELL SURVEYING AND MAPPING, INC.
 13810 Tomlinson, Westminster, Colorado 80040
 Ph: (719) 824-1500 Fax: (719) 824-1511 www.RosellSurveying.com


EXHIBIT B-2



LEGEND	
CITIES R/W LINE	---
FACILITY INSIDE CITIES' R/W	----
FACILITY OUTSIDE CITIES' R/W	----
STREET R/W LINE	----
STREET CENTERLINE	----

PORT OF LONG BEACH/PORT OF LOS ANGELES

PERMITTEE: CRIMSON CALIFORNIA PIPELINE, L.P.	LENGTH: 108.30'	PAGE: 1 OF 1
RR: SP SAN PEDRO BRANCH (FORMER)	WIDTH: 5.00'	PREPARED BY: RSM
MP: 501.71	SQUARE FEET: 541.50'	DATE: 5-6-2014
CITY: WILMINGTON	COUNTY: LOS ANGELES	THOMAS GUIDE: 794-05
SCALE: AS SHOWN		



ROSELL SURVEYING
 A PROFESSIONAL CORPORATION
 18115 Vanowen Street, Suite 100
 Van Nuys, California 91411
 Ph. (714) 341-4500 Fax. (714) 341-4544 www.rosellsurveying.com

EXHIBIT C

PERMIT FEE - RENTAL RATES

Surface: Rental rate is \$2.50 per square foot per year.

Subsurface: Rental rate is \$1.25 per square foot per year.*

Aerial: Rental rate is \$1.25 per square foot per year.*

* calculated at 50% of surface rental rate.

Notes:

1. All rates are subject to adjustments as defined in Paragraph 3.2, Adjustment, of this Permit.
2. All rental amounts for all crossings are subject to a minimum annual rental amount of \$2,000 per crossing.

EXHIBIT D-1

LOS ANGELES
CALIFORNIA

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

LONG BEACH
CALIFORNIA

Alameda Corridor Transportation Authority Right-of-Way Work Permit Protocols

THIS EXHIBIT APPLIES TO THE EASTERLY CROSSING

The Alameda Corridor Transportation Authority (ACTA) railroad right-of-way ("Railroad Property") is owned by the Harbor Departments of the Cities of Los Angeles and Long Beach ("Ports"). The Work Permit Protocols set out below are applicable to the Permittee and any of its contractors, agents or other parties entering the right-of-way pursuant to the Permit.

The Ports shall review and issue the revocable permit and Railroad Work Plan (RRWP).

1.0 Conditions for Physical Access to the Railroad Property.

All Permittees, whether under an existing permit or a newly issued Master Joint Revocable Permit (MJRP) must conform to the following conditions for physical access to the Railroad Property.

1.1 ACTA is responsible for track integrity within the Railroad Property. Permittee is responsible for any damage to the existing track or right-of-way due to any construction, alteration and/or operations. A pre-inspection of the site prior to work is required to verify existing conditions.

The Permittee or its Contractor shall mark the rails and Railroad Property lines at the centerline of the proposed 16" casing and 10' north and 10' south of the casing centerline. Elevations shall be shot, under the direction of a licensed land surveyor, at the property lines and each rail along each of the three reference lines. A numbering scheme, plan schematic, horizontal coordinates and spreadsheet shall be developed and provided to record elevations on each day that elevations are checked as noted below.

Threshold limits within the ACTA right-of-way are 0.25" of movement of rail (horizontal or vertical). If it is determined that settlement or movement exceeds these threshold limits, the Contractor and ACTA flagger on-site shall be immediately notified. The Contractor shall suspend all operations until site conditions are reassessed and remediation is coordinated with Permittee or its Contractor and ACTA.

Monitoring of settlement shall be performed at minimum intervals as follows:
a) once before construction, b) daily during the passage of boring/jacking activities under the RR tracks, c) the day thereafter, d) 14 days thereafter, and

EXHIBIT D-1

1 e) 30 days after the completion of boring/jacking activities under the railroad
2 tracks.

3
4 Reports of the lateral and elevation readings shall be submitted to ACTA and
5 Cal Pacific after the completion of construction, after the survey reading on
6 the 14th day, and after the survey reading on the 30th day.

7
8 1.2 A Railroad work plan shall be submitted to the Ports and ACTA at least 14-
9 days prior to any work for approval of any access to the Railroad Property. A
10 copy of the required Work Plan is included as Attachment 2 of this Exhibit D-
11 1.

12 1.3 The Permittee or their contractor must make arrangements for access with
13 ACTA's Environmental Manager (see Attachment 1 of this Exhibit D-1).
14 Failure to do so or failure to abide by his requirements and instructions will be
15 cause for termination of the MJRP/license and will result in personnel being
16 removed from the right-of-way.

17 1.4 At the Ports' or ACTA's discretion, a full time qualified inspector, employed
18 by the Ports, Ports' Property Manager or ACTA and paid by the entity
19 requiring access for any work or access to the Ports owned Railroad Property
20 may be required.

21 1.5 Daily written email or faxed reports of work within the Railroad Property shall
22 be required. These reports will include all activity within the railroad right-of-
23 way (including work force, equipment, date/time, and actual work performed)
24 and a description of any injuries, accidents, or unusual circumstances, which
25 occur. The Ports' Property Manager shall distribute the daily reports to ACTA
26 and Ports.

27 1.6 Any work within 25-feet measured perpendicular from centerline of the nearest
28 track (including the length of crane boom) within the railroad right-of-way
29 shall require a Flagperson. This includes above and below ground work. The
30 Flagperson shall be provided by ACTA and paid for by the entity doing work
31 or requiring access to the Railroad Property. The request for a Flagperson
32 shall require no less than a 14-day advance written notice to ACTA from the
33 entity doing work or requiring access. ACTA will provide a Flagperson at
34 their own discretion. The ACTA contact for a Flagperson on the ACTA
35 railroad right-of-way shall be the Environmental Manager (see Attachment 1
36 of this Exhibit D-1).

37 1.7 Daily contact shall be required between ACTA and the entity doing work or
38 access to the Railroad Property. The ACTA contact is the Environmental
39 Manager.
40

EXHIBIT D-1

1 1.8 All excavations shall be continuously shored. Temporary shoring shall be
2 designed for a minimum of E80 loading using AREMA standards and the
3 method of Shoring shall be approved by ACTA's Engineer or subcontractor at
4 Permittee's expense. The shoring plans shall be included in the RRWP
5 submitted by the permittee or their sub-contractor.

6 1.9 All work shall be performed during daylight hours, Monday through Friday,
7 unless approved otherwise in writing by the Ports and ACTA. Work shall
8 progress in a manner so that all work shall be completed in the least possible
9 time.

10 1.10 Temporary Horizontal Construction Clearances

11 A minimum temporary horizontal construction clearance of 12 feet, measured
12 perpendicular from the centerline of the nearest track, to all physical
13 obstructions including but not limited to formwork, stockpiled materials,
14 parked equipment, bracing or other construction supports, shall be provided.
15 Temporary horizontal construction clearance shall provide space for drainage
16 ditches parallel to the standard roadbed section or provide an alternative
17 system that maintains positive drainage. Greater clearances may be required
18 for special cases to satisfy local operating conditions such as required sight
19 distance for signals. All access roads along the right-of-way shall remain
20 unobstructed at all times so that maintenance and emergency vehicles may
21 pass unrestricted through work areas. The work and storage areas shall be
22 kept free of tripping hazards at all times. All excavated materials shall be
23 stockpiled in an area approved in writing by the Ports and ACTA. The
24 temporary horizontal clearances are subject to local operating requirements
25 and ACTA approval.

26 1.11 Temporary Vertical Clearances

27 A minimum temporary vertical construction clearance of 21 feet measured
28 above top of high rail for all tracks shall be provided. The temporary vertical
29 clearance shall not be violated due to deflection of formwork. Greater
30 temporary vertical clearances may be required. The temporary vertical
31 clearances are subject to local operating requirements and ACTA approval.

32 1.12 All personnel of the Permittee and or its contractors and/or subcontractors
33 shall possess a valid railroad Roadway Worker Card if work is to be
34 performed within 25-feet of the nearest track and shall abide by all safety
35 rules and instructions from the Flagperson and the Ports and/or ACTA
36 Engineers. Public safety and safeguarding the tracks and the trains that
37 operate on those tracks are paramount. Work over or near the tracks will
38 require one or more of the following personnel at the Ports and/or ACTA's
39 sole discretion and at the Permittee's cost.

EXHIBIT D-1

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- 1.12.1 Flagperson, Signal Maintainer, Inspector, and/or Engineer:
Requires a 14-day advance written notice and will be
provided at the current ACTA rate to be provided at time of
service.
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- 1.12.2 ACTA Approval: Before entering upon or performing work
of any kind on the permit area, Permittee shall obtain the
written approval of ACTA for the permit area. Permittee
shall comply with all permit, notification, protective, and
safety requirements imposed by ACTA, and Permittee shall
pay all associated costs.
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- 1.13 The Permittee or Permittee's representative will keep a copy of the Ports'
fully executed agreement, exhibits and all attachments including a complete
Railroad Work Plan at the job site at all times during the encroachment on the
Railroad Property. Failure to provide the necessary information or documents
at the job-site will result in the removal of the Permittee, their employees and
equipment from the Railroad Property.
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- 1.14 A final job walkthrough shall be provided within 14-days upon written
notification to the Ports and ACTA of completion of the work. ACTA and
Permittee shall prepare a list of the items remaining to be completed. The
Permittee shall promptly remedy the defective and/or uncompleted portions of
the work to ACTA's satisfaction. The ACTA contact is the Environmental
Manager. Written confirmation shall be provided to the Ports and ACTA that
all items of the final job walkthrough have been completed to the satisfaction
of ACTA. Failure to promptly complete the final job walkthrough list of
items remaining to be completed, shall result in the work being completed by
ACTA and Permittee shall pay all associated costs.
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- 1.15 Permittee shall provide As-built drawings to ACTA with copies to the Ports
within thirty (30) days upon completion of the work. The ACTA contact for
the As-builts is the Manager of Technical Services (see Attachment 1 of this
Exhibit D-1). ACTA shall keep current utility As-builts to date with copies
made available to the Ports.
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- 1.16 All jacking/boring operations shall be observed for the presence of petroleum
products, chemicals, or contaminated soil. Deeply discolored soil or suspected
contaminated soil shall be segregated from uncontaminated soil; suspected
contaminated soil and related materials shall be sampled and tested for
classification in accordance with applicable regulatory requirements and shall
be disposed of in accordance with such requirements.
- 38
39
- 1.17 The construction procedures for jacking/boring under the railroad tracks shall
be included in the RRWP.

EXHIBIT D-1

- 1 1.18 The Contractor shall install a warning marker over the pipeline at each end of
2 the rail right-of-way as approved by ACTA.
- 3 1.19 Design and construction shall comply with Ports Rail Property Pipeline
4 Crossing Application conditions and AREMA Part 5, Section 5.1 requirement
5 for pipes carrying flammable liquids.
- 6 1.20 The following additional attachments are provided with this Exhibit: Contact
7 List (Attachment 1) and Railroad Work Plan (Attachment 2). The Contact List
8 is current as of the effective date of the Permit, however, during the term of
9 the Permit Permittee shall be obligated to verify the accuracy of Attachment 1
10 by contacting Ports' Property Manager and requesting verification.

11 Written Notices to the Agencies may be made to the following Entities:

12 Port of Long Beach
13 4801 Airport Plaza Drive
14 Long Beach, CA 90815
15 Attention: Director of Real Estate
16 Fax No. 562-283-7761

17
18 Port of Los Angeles
19 425 South Palos Verdes Street
20 San Pedro, California 90731
21 Attention: Director of Cargo/Industrial Real Estate
22 Fax No. 310-547-1725

23
24 Alameda Corridor Transportation Authority
25 3760 Kilroy Airport Way, Suite 200
26 Long Beach, CA 90806
27 Attn: Environmental Manager
28 Fax No. 562 247-7090

29
30 Cal Pacific Land Services, Inc. (Ports Property Manager)
31 7245 Garden Grove Blvd., Ste. M
32 Garden Grove, CA 92841
33 Attn: Ports Property Manager
34 Fax No. 714-799-0500

35 Or such other property management firm as may be designated by the Ports
36 from time to time.

37 These protocols are approved on this date, June 16, 2015.

**EXHIBIT D-1
(Attachment 1)**

LOS ANGELES
CALIFORNIA

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

LONG BEACH
CALIFORNIA

Alameda Corridor Track Contact List – April 2015

1. Alameda Corridor Transportation Authority:

- Director of Planning/CEO : John Doherty (562-247-7070) jdoherty@acta.org
- Manager of Technical Services: Jorge Pantoja (562/247-7074), cell (562/335-8528), pantoja@trenchteam.com
- Manager of Corridor Rail Facilities: Manny Hernandez (562/247-7073), cell (323/855-8068), hernandez@trenchteam.com
- Environmental Manager: Elaine Silvestro (562/247-7087), cell (310/650-3359), silvestro@trenchteam.com

2. Badger Bridge

- For Alameda Corridor Emergency, also call: (310/830-0660)

3. Balfour Beatty

- For Alameda Corridor Emergency, also call: (562/285-0366)
- For after hours: BBII Rail Track Manager – Sergio Montes cell (310/863-0914) or BBII Area Operations Manager – Larry Mahon cell (310/901-2028)
- Railroad Crossing/Signals: Kevan Kelly cell (310/863-0860) kkelley@bbius.com

4. Port of Long Beach

- Real Estate: Mari Takahashi (562/283-7458) mari.takahashi@polb.com
- Real Estate: Debra Shepack (562/283-7459) debra.shepack@polb.com
- Rail Operations: Carlo Luzzi (562/283-7278) carlo.luzzi@polb.com

5. Port of Los Angeles

- Real Estate: Howie Phan (310/732-4002) hphan@portla.org
- Real Estate: Paul Andre, (310/732-3479) pandre@portla.org
- Engineering: Ron Groves (310/732-3648) rgroves@portla.org

6. Cal Pacific Land Services, Inc.

- Chuck Wadell- 714/799-0900 (714/679-9091 cell) cwadell@calpacland.com

This Contact List may change from time to time. Permittee shall be at all times responsible for contacting Cal Pacific, the Ports' Property Manager, for the most current list.

EXHIBIT D-1 (Attachment 2)

LOS ANGELES
CALIFORNIA

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

LONG BEACH
CALIFORNIA

Alameda Corridor Railroad Work Plan – Date: _____

**REQUIREMENTS WHEN WORKING WITHIN, ADJACENT TO, ABOVE, OR
BENEATH RAILROAD RIGHT-OF-WAY**

START DATE: _____

DURATION (Start & End Date): Start on _____ and Ending on _____

TRACK LOCATION: Track number _____ Track located
_____ (See attached plan.)

START & STOP TIMES: Begin each day at _____ and end at _____

DESCRIPTION OF WORK: The work includes

_____ (See attached plan.)

WORK CREW: The work will be performed by _____. The equipment used
will be _____.

PURCHASE ORDER NUMBER (Attach Approved Joint Revocable Permit) _____

SAFETY PROTECTION:

The work plan is submitted fourteen (14) days in advance of any work within twenty five (25) feet of track centerline. ACTA will confirm if a Flagperson or watchman is required.

If a Flagperson is required or if equipment is within twelve (12) feet from the nearest track measured perpendicular to the centerline, then flagging will be provided by ACTA. When a Flagperson is required, a new work plan request will be submitted to ACTA a minimum of fourteen (14) working days prior to any work being performed. The Railroad track closure will be at the full discretion of ACTA and the railroads who operate on the ACTA tracks. The ACTA primary contact is the Environmental Manager (562/247-7087, cell (310/650-3359). The ACTA secondary contact is the Manager of Technical Services (562/247-7074, cell (562/335-8528).

If an Inspector is required by ACTA or the Ports, the charges relating to such Inspector will be paid for by the Permittee or Permittee's contractor. Inspection will be arranged by ACTA.

Note: The Contractor shall submit the Railroad Work Plan to Cal Pacific Land Services, Inc., the Ports' Property Manager (714/799-0900). All related permits shall be obtained prior to submitting the work plan.

EXHIBIT D-2

LOS ANGELES
CALIFORNIA

PACIFIC HARBOR
LINE, INC.

LONG BEACH
CALIFORNIA

Pacific Harbor Line, Inc. Railroad Right-of-Way Work Permit Protocols

The Pacific Harbor Line, Inc. (PHL) operated railroad right-of-way (“Railroad Property”) is owned by the Harbor Departments of the Cities of Los Angeles and Long Beach (Ports). The Work Permit Protocols set out below are applicable to the Permittee and any of its contractors, agents or other parties entering the Railroad Property pursuant to the Permit.

The Ports shall review and issue the revocable permit and Railroad Work Plan (RRWP).

1.0 Conditions for Physical Access to the Railroad Property

All Permittees, whether under an existing license or Permit or a newly issued Permit must conform to the following conditions for physical access to the Railroad Property.

- 1.1 PHL is responsible for track integrity within the Railroad Property. Permittee is responsible for any damage to the existing track or right-of-way due to any construction, alteration and/or operations. A pre-inspection of the site prior to work is required to verify existing conditions. The Permittee and/or contractor acknowledge that trains and/or locomotives may be expected at any time and on any track. The contractor shall report any accidents, injuries, track defects within the Railroad Property to PHL and the Ports by the first available means of communication.
- 1.2 A Railroad Work Plan (RRWP) shall be submitted to the Ports’ Real Estate and Engineering Divisions at least 14 days prior to any work taking place in order to receive approval for access to the Railroad Property. A sample Work Plan is included with this Exhibit as Attachment 2.
- 1.3 Upon approval of the RRWP the Permittee or their contractor shall make arrangements for access with PHL’s Roadmaster (see Contact List in Attachment 1). Failure to do so or failure to abide by his/her requirements and instructions will be cause for termination of the Permit/license and will result in personnel being removed from the Railroad Property.
- 1.4 A full time qualified inspector employed by the Ports or the Ports’ Property Manager and paid by the entity requiring access for any work or access to the Railroad Property shall be required.
- 1.5 Daily written email or faxed reports of work within the Railroad Property shall be required. These reports will include all activity within the railroad right-of-way

EXHIBIT D-2

(including work force, equipment, date/time, and actual work performed) and a description of any injuries, accidents, or unusual circumstances, which occurs. The Ports' Property Manager shall distribute the daily reports to PHL and the Ports.

- 1.6 For any work or equipment within or the potential to be within ten (10) feet measured from the track centerline shall require a PHL Railroad Flagperson paid by the Permittee or contractor to PHL. This includes above and below ground work. The Flagperson shall be provided by PHL and paid for by the entity doing work or requiring access to the Railroad Property. The PHL contact for any Flagperson on the PHL operated right-of-way shall be the Roadmaster (see Contact List).
- 1.7 Daily contact shall be required between PHL and the entity doing work or accessing the Railroad Property. The PHL contact is the Roadmaster.
- 1.8 All excavations shall be continuously shored. Shoring shall be designed for a minimum of E80 loading using AREMA standards and the method of Shoring shall be approved by Ports engineering or subcontractor at Permittee's expense. The shoring plans shall be included in the RRWP by the permittee or their sub-contractor.
- 1.9 All work shall be performed during daylight hours, Monday through Friday, unless approved otherwise in writing by the Ports and PHL. Work shall progress in a manner so that all work shall be completed in the least possible time.
- 1.10 No material or equipment shall be stored, stacked or parked within 10-feet of any track centerline (or the nearest rail). The work and storage areas shall be kept free of tripping hazards at all times. All excavated material shall be stockpiled in an area approved in writing by the Ports and PHL.
- 1.11 The Permittee and/or its contractors shall abide by all safety rules and instructions from the PHL Flagperson and the Ports' Engineers. Public safety and safeguarding the tracks and the trains that operate on those tracks are paramount. Work over or near the tracks will require one or more of the following personnel at the Ports and/or PHL's sole discretion and at the Permittee's cost (Flagperson, Signal Maintainer, Inspector and/or Engineer).
- 1.12 The Permittee or Permittee's representative will keep a copy of the Ports' fully executed agreement, Permit(s), exhibits and all attachments including a complete Railroad Work Plan at the job site at all times during the encroachment on the Railroad Property. Failure to provide the necessary information or documents at the job-site will result in the removal of the Permittee, their employees and equipment from the Railroad Property.
- 1.13 The Permittee or its Contractor shall mark the rails and RR property lines at the centerline of the proposed 16" casing and 10' north and 10' south of the casing

EXHIBIT D-2

centerline. Elevations shall be shot, under the direction of a licensed land surveyor, at the property lines and each rail along each of the three reference lines. A numbering scheme, plan schematic, horizontal coordinates and spreadsheet shall be developed and provided to record elevations on each day that elevations are checked as noted below.

Threshold limits within the Ports' right-of-way are 0.25" of movement of rail (horizontal or vertical). If it is determined that settlement or movement exceeds these threshold limits, the Contractor and PHL flagger on-site shall be immediately notified. The Contractor shall suspend all operations until site conditions are reassessed and remediation is coordinated by Permittee or its Contractor with Port's, Property Manager and PHL.

Monitoring of settlement shall be performed at minimum intervals as follows: a) once before construction, b) daily during the passage of boring/jacking activities under the RR tracks, c) the day thereafter, d) 14 days thereafter, and e) 30 days after the completion of boring/jacking activities under the RR tracks.

Reports of the lateral and elevation readings shall be submitted to Cal Pacific after the completion of construction, after the survey reading on the 14th day, and after the survey reading on the 30th day.

- 1.14 A final job walkthrough shall be provided 14-calendar days upon the completion of the work. The final job walkthrough shall be confirmed in writing upon completion. The PHL contact is the Roadmaster. Written confirmation shall be provided to the Ports and PHL.
- 1.15 Permittee shall provide As-built drawings to the Ports within thirty (30) days upon completion of the work.
- 1.16 The following attachments are provided with this Exhibit: Contact List (Attachment 1) and Railroad Work Plan (Attachment 2). The Contact List is current as of the effective date of the Permit, however, during the term of the Permit, Permittee shall be obligated to verify the accuracy of Attachment 1 by contacting Ports' Property Manager and requesting verification.
- 1.17 All jacking/boring operations shall be observed for the presence of petroleum products, chemicals, or contaminated soil. Deeply discolored soil or suspected contaminated soil shall be segregated from uncontaminated soil; suspected contaminated soil and related materials shall be sampled and tested for classification in accordance with applicable regulatory requirements and shall be disposed of in accordance with such requirements.

EXHIBIT D-2

- 1.18 Construction procedures for jacking/boring under the railroad tracks shall be included in the RRWP.
- 1.19 The Contractor shall install a warning marker over the pipeline at each end of the Ports right-of-way.
- 1.20 Design and construction shall comply with Ports Rail Property Pipeline Crossing standards and AREMA Part 5, Section 5.1 requirement for pipes carrying flammable liquids.

Written notices to the Agencies may be made to the following entities:

Port of Long Beach
4801 Airport Plaza Drive
Long Beach, California 90815
Attention: Director of Real Estate
Fax No. 562-283-7451

Port of Los Angeles
425 South Palos Verdes Street
San Pedro, California 90731
Attention: Director of Cargo/Industrial Real Estate
Fax No. 310-547-1725

Chief Engineer
Pacific Harbor Line, Inc.
705 N. Henry Ford Avenue
Wilmington, California 90744
Fax No. 310-513-6789

Cal Pacific Land Services, Inc. ("Ports' Property Manager")
7245 Garden Grove Blvd., Ste. M
Garden Grove, CA 92841
Attn: Ports Property Manager
Fax No. 714-799-0500

Or such other property management firm as may be designated by the Ports from time to time.

These protocols are approved on this date, June 16, 2015.

**EXHIBIT D-2
(Attachment 1)**

LOS ANGELES
CALIFORNIA

PACIFIC HARBOR
LINE, INC.

LONG BEACH
CALIFORNIA

Pacific Harbor Line Track Contact List – 2014

- 1. Pacific Harbor Line, Inc:**
 - Chief Engineer: Robert Giannoble (310/984-5780) rgiannoble@anacostia.com
 - Roadmaster: Jose Rodriguez (310-984-5778) jrodriguez@anacostia.com

- 2. Badger Bridge**
 - For PHL Emergency, also call: 310/830-0660

- 3. Balfour Beatty**
 - For PHL Emergency, also call: 562/285-0366

- 4. Port of Long Beach**
 - Real Estate: Debbie Shepack (562/283-7459) debra.shepack@polb.com
 - Real Estate: Mari Takahashi (562/283-7458) mari.takahashi@polb.com
 - Rail Operations: Carlo Luzzi (562/283-7278) carlo.luzzi@polb.com

- 5. Port of Los Angeles**
 - Real Estate: Paul Andre (310/732-3479) pandre@portla.org
 - Real Estate: Howie Phan (310/-732-4002) hphan@portla.org
 - Engineering: Ron Groves (310/732-3648) rgroves@portla.org

- 6. Cal Pacific Land Services, Inc.**
 - Charles Wadell (714/799-0900 or 714/679-9091 cell) cwadell@calpacland.com

This Contact List shall change from time to time. Permittee shall be at all times responsible for contacting Cal Pacific Land Services, Inc. for the most current list.

**EXHIBIT D-2
(Attachment 2)**

LOS ANGELES
CALIFORNIA

PACIFIC HARBOR
LINE, INC.

LONG BEACH
CALIFORNIA

Pacific Harbor Line, Inc. Railroad Work Plan – Date: _____

**REQUIREMENTS WHEN WORKING WITHIN, ADJACENT TO, ABOVE, OR
BENEATH RAILROAD RIGHT-OF-WAY**

START DATE: _____

DURATION (Start & End Date): Start on _____ and Ending on _____

TRACK LOCATION: Track Number _____ Track located
_____ (See attached plan.)

START & STOP TIMES: Begin each day at _____ and end at _____

DESCRIPTION OF WORK: The work includes

_____ (See attached plan.)

WORK CREW: The work will be performed by _____. The equipment used
will be _____.

PURCHASE ORDER NUMBER (Attach Approved Joint Revocable Permit) : _____

SAFETY PROTECTION:

The Railroad Work Plan (RRWP) is submitted to the Ports Property Manager with a minimum of fourteen (14) calendar days in advance of any work within twenty five (25) feet of track centerline. This fourteen (14) calendar day notice starts upon receipt and confirmation by the Ports' Property Manager of the Work Plan. The Ports and PHL will confirm if a Flagperson is required.

If a Flagperson is required or if equipment is within or has the potential to be within ten (10) feet from the track centerline or has the potential to foul the track, then flagging will be provided by PHL only and paid by the Permittee or Permittee's contractor. The PHL primary contact is the Roadmaster (310/984-5778). The PHL secondary contact is the Chief Engineer (310/984-5780).

If an Inspector is required by the Ports, the charges relating to such Inspector will be paid for by the Permittee or Permittee's contractor. Inspection will be arranged by Ports' Property Manager.

Note: The Contractor shall submit the Work Plan to Cal Pacific Land Services, Inc., the Ports' Property Manager (714/679-9091 or 714/799-0900). The Ports' Property Manager will submit the Railroad Work Plan to the respective Ports Engineering Departments for review and approval. All related permits shall be obtained prior to submitting the Work Plan.

EXHIBIT E

AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the

EXHIBIT E

purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be

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used by an awarding authority of the City to accomplish this contract compliance program.

- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding

EXHIBIT E

authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

EXHIBIT E

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Exhibit F

PERMIT SUPPLEMENT TEMPLATE

Permit Supplement No. _____ To Master Joint Revocable Permit No. _____

The undersigned parties hereby acknowledge and agree that the following shall be assigned MJRP Index # _____ or replace MJRP Index # _____ in Exhibit A [or A(x)] and Exhibit B [or B(x)] to reflect an addition, deletion or modification to the Permit Areas. Pursuant to the above change and Paragraph 3.1 of the Master Joint Revocable Permit, Exhibit A [or A(x)] is now replaced with the attached Exhibit A [or A(x)] [and Exhibit B [or B(x)] if any], which indicates the most recent Permit Fee. As a result of this supplement, the Permit Fee [remains \$ _____] or [is now \$ _____ and replaces the latest Permit Fee indicated in Paragraph 3.1 and as shown in the previous Exhibit A [or A(x)]].

“CITIES”

THE CITY OF LONG BEACH, a municipal corporation,
acting by and through its Board of Harbor Commissioners

_____, 20__

By: _____
Name: _____
Title: Chief Executive, Long Beach Harbor Department

Approved as to form this _____ day of _____, 20__.

_____, City Attorney

By: _____
Name: _____
Title: Deputy City Attorney

THE CITY OF LOS ANGELES, a municipal corporation,
acting by and through its Board of Harbor Commissioners

_____, 20__

By: _____
Name: _____
Title: Executive Director, Los Angeles Harbor Department

Approved as to form this _____ day of _____, 20__.

_____, City Attorney

By: _____
Name: _____
Title: Deputy City Attorney

“PERMITTEE”

CRIMSON CALIFORNIA PIPELINE, L.P.,
A California Limited Partnership

_____, 20__

By: Crimson Pipeline Management, Inc.
Its General Partner

By: _____
Name: _____

Exhibit F

Title: _____

_____, 20__

By: _____

Name: _____

Title: _____