

Council Meeting of
September 28, 2010

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

**SUBJECT: Public Works – Approve an Easement Agreement for Roadway and Right-of-Way for the Del Amo Boulevard Extension, T-30.
Expenditure: None**

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1. Approve an Easement Agreement for Roadway and Right-of-Way with ExxonMobil Oil Corporation for the Del Amo Boulevard Extension, T-30; and
2. Authorize the Mayor and City Clerk to execute said Easement Agreement and, subsequently, its Exhibit D – Quitclaim Deed, following the completion of certain construction items related to the Del Amo Boulevard Extension, T-30 and without further action by the City Council.

Funding

Not applicable.

BACKGROUND AND ANALYSIS

In May 1999, the City and Mobil Oil Corporation executed an Agreement that subsequently secured from Mobil Oil Corporation an irrevocable offer to dedicate right-of-way to the City for the Del Amo Boulevard Extension, T-30 ("T-30 Project"). In September 2008, the City and ExxonMobil Oil Corporation executed an Amendment to the 1999 Agreement that set forth additional guidelines and requirements for both parties as they relate to the T-30 Project. Nevertheless, ExxonMobil Oil Corporation still was required to grant the necessary right-of-way for the T-30 Project.

The T-30 Project is being constructed in two phases. Phase 1 is to reroute two water and two sewer pipelines between Maple Avenue and Crenshaw Boulevard. Construction began in January 2010 and will be completed in October 2010. Phase 2 will construct the new 4-lane roadway between Crenshaw Boulevard and Madrona Avenue/Prairie Avenue, including a new bridge over the BNSF and METRO tracks.

Prior to commencing construction activities for Phase 2, ExxonMobil Oil Corporation must formally grant to the City an Easement for Roadway and Right-of-Way ("Easement"). The Easement will grant the City, and its contractors, the legal right to enter the Easement for construction purposes. Furthermore, the Easement will grant the City the permanent right to operate and maintain any portion of the new Del Amo Boulevard that encroaches into the Easement.

The recommended Easement Agreement for Roadway and Right-of-Way will grant to the City all temporary rights for construction and permanent rights for roadway operation and maintenance. Also, it should be noted that construction of the T-30 Project includes relocating a portion of the BNSF Railway's spur line track into the northerly most portion of the Easement. This northerly portion will not be needed by the City when construction is completed. Consequently, the City intends to quitclaim the northerly portion of the Easement back to ExxonMobil Oil Corporation. Subsequently, ExxonMobil Oil Corporation will grant said northerly portion of the Easement to BNSF Railway for its spur line operations.

The City Attorney and staff have reviewed the Easement Agreement for Roadway and Right-of-Way and are in agreement with the terms and conditions. Therefore, the Public Works Director recommends its approval.

It is anticipated that construction will commence in November 2010 and be completed by November 2012.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director



By Craig Bilezerian
Engineering Manager



Elizabeth Overstreet
Engineering Manager

CONCUR:



Robert J. Beste
Public Works Director



for LeRoy J. Jackson
City Manager

Attachment: A. Easement Agreement for Roadway and Right-of-Way

RECORDING REQUESTED BY:
ExxonMobil Oil Corporation

WHEN RECORDED RETURN TO:
ExxonMobil Oil Corporation
Attention: Law Department
Administration Building
3700 West 190th Street
Torrance, CA 90504

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT AGREEMENT FOR ROADWAY AND RIGHT-OF-WAY

This Easement Agreement for Roadway and Right-of-Way (the "Agreement") is made and entered into as of _____, 2010, by and between EXXONMOBIL OIL CORPORATION, a New York corporation (the "Grantor"), and the CITY OF TORRANCE, California, a municipal corporation (the "Grantee"), each of which may also be identified herein individually as a "Party" or collectively as the "Parties."

WHEREAS, the Grantor is the owner of real property located in the City of Torrance, County of Los Angeles, State of California, which is operated as a petroleum refinery (the "Refinery Property") and which includes the real property described in Exhibit A attached hereto (the "Burdened Property"); and

WHEREAS, Mobil Oil Corporation, the Grantor's predecessor in interest, and the Grantee entered into that certain "Agreement Between Mobil Oil Corporation and the City of Torrance," dated May 11, 1999, which the Parties amended on September 16, 2008 (said agreement, as amended, being hereinafter called the "Dedication Agreement"), pursuant to which: (i) the Grantor is required to dedicate to the Grantee, by means of an easement and right-of-way, approximately 39,700 square feet of real property situated on the Burdened Property in connection with the Grantee's project to extend Del Amo Boulevard from Madrona Avenue to Crenshaw Boulevard; and (ii) the Parties must perform certain work in order to prepare the dedicated real property for use as a public, motor vehicle roadway; and

WHEREAS, the Parties entered into that certain Right of Entry Agreement for Construction Purposes, dated April 1, 2009 (the "Entry Agreement"), in order to facilitate the Grantee's performance of the work it must perform under the Dedication Agreement; and

WHEREAS, pursuant to the Dedication Agreement and the Entry Agreement, the Parties have performed certain work to prepare the dedicated real property for use as a public, motor vehicle roadway; and

WHEREAS, as contemplated by and in furtherance of the Dedication Agreement, the Grantee has obtained all approvals necessary to accept the easement described in this Agreement; and

WHEREAS, the Grantor wishes to grant to the Grantee, and the Grantee wishes to accept from the Grantor, a non-exclusive access easement in gross over and across that portion of the Burdened Property depicted in Exhibit B hereto, upon and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Grant of Easement. The Grantor hereby grants to the Grantee a non-exclusive easement in gross over and across the Burdened Property, as shown in Exhibit B hereto (the “Roadway Easement Property”), for the purposes, and on the terms and conditions, set forth below.

Section 2. Purpose and Use of Easement; Prohibition of Pedestrians and Cyclists.

A. Purpose and Use of Easement: The easement is a non-exclusive easement in gross for the purposes of: (i) constructing, operating, and maintaining a public, motor vehicle roadway constituting the extension of Del Amo Boulevard from Madrona Avenue to Crenshaw Boulevard in the City of Torrance, California; and (ii) constructing, operating, and maintaining related improvements, including, without limitation, traffic signals and signage, utility lines, sewers, drains, water pipelines, and other improvements consistent with the use and operation of a public, motor vehicle roadway.

B. Prohibition of Pedestrians and Cyclists: In no event shall the rights of the Grantee under this Agreement include any right to allow pedestrians or cyclists to have access to or to use the Roadway Easement Property or any portion thereof, it being agreed between the Grantor and the Grantee that use of the Roadway Easement Property by pedestrians or cyclists is expressly prohibited. In no event shall any of the improvements within the Roadway Easement Property consist of a sidewalk or so-called “bicycle path” or any similar improvement. The Grantee shall at all times maintain appropriate signage within the Roadway Easement Property stating that pedestrians and cyclists are prohibited.

Section 3. Overlapping Railroad Easement; Grantor’s Use of Easement.

A. Overlapping Railroad Easement: The Grantee acknowledges and agrees that, the Grantor plans to grant a non-exclusive easement to the BNSF Railway Company over a portion of the Roadway Easement Property, as shown in Exhibit C hereto (the “RR Easement Property”). The Grantee will not interfere with the use of the RR Easement Property by BNSF or its successors or assigns, and in no event will the Grantee construct any improvements or place any materials or equipment within the RR Easement Property unless otherwise authorized by BNSF. The Grantee agrees to relinquish to the Grantor and quitclaim, by way of a deed in substantially the form of

Exhibit D hereto, all of its interest under this Agreement in the RR Easement Property, upon providing the Grantor with written notice that the construction of the bridge structure, elevated roadway, and mechanically stabilized earth wall on the Roadway Easement Property is complete. The Grantee will provide this notice to the Grantor immediately after the bridge structure, elevated roadway, and mechanically stabilized earth wall is constructed. The Grantee reserves the right to enter and cross the RR Easement Property in order to perform its obligations under the Dedication Agreement.

B. Grantor's Use of Easement: The Grantor reserves the right to use the Roadway Easement Property for any purpose that does not: (i) prevent the Grantee from using the Roadway Easement Property in accordance with the terms of this Agreement; or (ii) undermine the integrity of any facilities located at, on, or beneath the Roadway Easement Property, including, without limitation, traffic signals and signage, utility lines, the sewer pipeline, drains, water pipelines, bridge structure, elevated roadway, or mechanically stabilized earth wall.

C. Grantor's Reservation of Rights: The Grantor reserves the right to grant additional easements over and across the Roadway Easement Property to third parties so long as the grant or use of such easements does not: (i) interfere unreasonably with the Grantee's permitted use of the Roadway Easement Property in accordance with the terms of this Agreement; or (ii) undermine the integrity of any facilities located at, on, or beneath the Roadway Easement Property, including, without limitation, traffic signals and signage, utility lines, the sewer pipeline, drains, water pipelines, bridge structure, elevated roadway, or mechanically stabilized earth wall.

Section 4. Easement As-Is. The Roadway Easement Property is conveyed by the Grantor to the Grantee, and the Grantee hereby agrees that the Roadway Easement Property is conveyed to the Grantee "AS IS," "WHERE IS," and "WITH ALL FAULTS," and that the Grantor MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED (INCLUDING THOSE IMPLIED BY THE TERMS "GRANT," "CONVEY," OR "DEED," OR THOSE IMPLIED BY ANY OTHER TERM HEREIN), OR ARISING BY OPERATION OF LAW WITH RESPECT TO THE TITLE, MAINTENANCE, REPAIR, CONDITION, DESIGN, OR MARKETABILITY OF THE ROADWAY EASEMENT PROPERTY, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (ii) ANY IMPLIED OR EXPRESS WARRANTY OF HABITABILITY; (iii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iv) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO ANY MODELS OR SPECIFICATIONS; (v) ANY IMPLIED OR EXPRESS WARRANTY OF EXCLUSIVITY; (vi) ANY IMPLIED OR EXPRESS WARRANTY OF PRIORITY OVER ANY DEEDS OF TRUST, GROUND LEASES, OR OTHER ENCUMBRANCES; (vii) ANY RIGHTS OF THE GRANTEE UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION; AND (viii) ANY CLAIM BY THE GRANTEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO THE ROADWAY EASEMENT PROPERTY, IT BEING THE EXPRESS INTENTION OF THE PARTIES THAT THE ROADWAY EASEMENT PROPERTY BE CONVEYED TO, AND ACCEPTED BY, THE GRANTEE IN ITS PRESENT CONDITION AND STATE OF REPAIR UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT. Notwithstanding the above, under no circumstance will this Section 4 limit the

Parties' rights and obligations under any provision of the Dedication or Entry Agreements, including, without limitation, Section 4(C) of the Dedication Agreement, which provides that "Mobil will be responsible for any soil remediation costs associated with land dedicated by Mobil for the Del Amo Project."

Section 5. Construction and Maintenance. All construction, maintenance, and operation activities with respect to the Roadway Easement Property and any structures located thereon or therein, will comply with applicable federal, state, and local laws and regulations, as well as with prevailing industry standards. The Grantee will, at its sole cost and expense, maintain the Roadway Easement Property and all improvements located therein, in good condition and repair at all times. The Grantee will repair any damage to the RR Easement Property or the Refinery Property that arises from its exercise of rights or performance of obligations under this Agreement. If any tax or other assessment is imposed upon the Grantee as a result of the rights provided to it under this Agreement, then the Grantee will pay such tax or other assessment prior to delinquency. The Grantee will ensure that no lien is placed upon the Roadway Easement Property or the Refinery Property due to the exercise of rights or performance of obligations under this Agreement by the Grantee. If such a lien is placed upon the Roadway Easement Property or the Refinery Property, the Grantee will immediately cause it to be removed at the Grantee's sole cost and expense.

Section 6. Indemnity. The Grantee agrees to indemnify, defend by counsel satisfactory to the Grantor, and hold harmless the Grantor, its "Affiliates" (as defined below), and each of their respective officers, employees, contractors, subcontractors, agents, representatives, consultants, invitees, successors, and assigns, to the maximum extent allowed by law and regardless of the negligence or willful misconduct of the Grantor or any of its Affiliates, from and against any and all claims, demands, suits, judgments, fines, penalties, encumbrances, liens, damages of any type whatsoever (whether foreseeable or unforeseeable), costs and expenses (including, without limitation, any litigation expenses and experts' or attorneys' fees), liabilities, or losses (collectively, the "Liabilities"), arising out of, connected with, or relating in any way to the following: (i) the use of the Roadway Easement Property by the Grantee, its officers, employees, contractors, subcontractors, agents, representatives, consultants, and invitees, and their respective successors and assigns (collectively, the "Grantee Affiliates"), or any other party aside from the Grantor, including, without limitation, members of the general public; (ii) the acts or omissions (including, without limitation, the negligence, gross negligence, or willful misconduct) of the Grantee, any Grantee Affiliate, or any other party aside from the Grantor, including, without limitation, members of the general public; (iii) bodily and/or personal injury or death of any person (including, without limitation, employees of the Grantee or members of the general public) arising out of, connected with, or relating in any way to the exercise of rights or performance of obligations under this Agreement by the Grantee, any Grantee Affiliate, or any other party aside from the Grantor, including, without limitation, members of the general public; (iv) the non-performance, breach, or violation by the Grantee or any Grantee Affiliate of any term or condition of this Agreement, whether occurring during the term of this Agreement or thereafter; and/or (v) any "Handling" of "Hazardous Materials" (as these terms are defined in Section 9.A below) by the Grantee, any Grantee Affiliate, or any other party aside from the Grantor, including, without limitation, members of the general public.

For purposes of this Agreement, the Grantor's "Affiliates" include: (a) the parent of the Grantor; (b) any company or partnership in the United States which the Grantor or its parent now or hereafter owns, or in which the Grantor or its parent now or hereafter controls, directly or indirectly, more than fifty percent (50%) of the ownership interest having a right to vote or to appoint directors or their functional equivalents (an "Affiliated Company"); (c) any joint venture in which the Grantor, its parent, or any Affiliated Company is the operator; and (d) any successor in interest to (a) through (c) above.

Section 7. Release and Waiver. To the maximum extent allowed by law and regardless of the negligence or willful misconduct of the Grantor or its Affiliates, the Grantee, on behalf of itself, the Grantee Affiliates, and their respective successors and assigns, releases the Grantor, its Affiliates, and each of their respective officers, employees, contractors, subcontractors, agents, representatives, consultants, invitees, successors, and assigns, from, and assumes any and all risk of, loss, damage, or injury of any kind to any person or property, including, without limitation, the Roadway Easement Property and any property belonging to, or under the control or custody of, the Grantee, any Grantee Affiliate, and their respective successors and assigns, arising from the exercise of rights or performance of obligations under this Agreement by the Grantee or any Grantee Affiliate. This assumption of risk will include, without limitation, any and all loss, damage, or injury caused by defects in structures or improvements in, on, or about the Roadway Easement Property and accident, fire, or other casualties on the Roadway Easement Property or on the Refinery Property that affect the Roadway Easement Property. The Grantee, on behalf of itself, the Grantee Affiliates, and their respective successors and assigns, hereby waives all claims and demands against the Grantor, its Affiliates, and each of their respective officers, employees, contractors, subcontractors, agents, representatives, consultants, invitees, successors, and assigns, pertaining to Liabilities arising from the use of the Roadway Easement Property or the exercise of rights or performance of obligations under this Agreement by the Grantee or any Grantee Affiliate.

Section 8. Insurance. The Grantee, at its sole cost and expense, will obtain and maintain in full force and effect during the term of this Agreement the following insurance coverage: (i) **General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury, death, and property damage; (ii) **Automobile Liability for owned, non-owned and rented equipment:** \$1,000,000 per accident for bodily injury, death, and property damage; and (iii) **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease. Notwithstanding any provision of this Agreement to the contrary, the Grantee's insurance policy(ies) described in this Section 8 will: (a) cover the Grantor and its Affiliates as additional insureds in connection with the use of the Roadway Easement Property and the exercise of rights or performance of obligations under this Agreement by the Grantee or the Grantee Affiliates; and (b) be primary as to all other policies (including any deductibles) which may provide coverage. The Grantor and the Grantee agree that the Grantee and its insurer(s) providing coverage in this Section 8 will waive all rights of subrogation and/or contribution against the Grantor and its Affiliates with respect to liabilities assumed by the Grantee. The Grantor reserves the right, throughout the term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement. In most instances, the Grantor does not allow self-insurance; however, if the Grantee can demonstrate assets or retention funds sufficient to meet the Grantor's self-insurance requirements, the Grantor may, in its sole and absolute discretion, permit the Grantee to self-insure. The Grantor will not be liable for the

payment of any premiums or assessments for insurance required to be maintained by the Grantee under this Agreement. The Grantee agrees that all contractors and subcontractors covered by this Agreement are, or will be required to be, insured to the same limits required of the Grantee or that they will be included under the Grantee's insurance coverage. Prior to the expiration of any policy, the Grantee will furnish the Grantor with certificates of renewal or "binders" thereof. Each certificate will expressly state that such policies will not be cancelable or otherwise subject to modification except after thirty (30) days' prior written notice to the Grantor.

Section 9. Environmental Issues.

A. Definition of Hazardous Materials and Handling; Survival: For purposes of this Agreement, the term "Hazardous Materials" will include: (i) any substance that is defined or listed in, or otherwise classified pursuant to, any federal, state, or local law or regulation as a "hazardous substance," "extremely hazardous substance," "hazardous material," "hazardous waste," "infectious waste," "medical waste," "toxic substance," "toxic pollutant," or any other formulation intended to classify substances by reason of deleterious properties, such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, or reproductive toxicity; and (ii) any other substance the presence of which is recognized as detrimental to property, natural resources, health, or the environment. As used in this Agreement, the term "Handling" shall mean the storage, use, generation, release, handling, or disposal of any Hazardous Materials.

B. Compliance: The Grantee acknowledges that the Burdened Property constitutes a part of the Refinery Property, at which Hazardous Materials have been managed and used on a routine basis, and that Hazardous Materials may have been spilled, released, or discharged in, on, or under the Burdened Property, including, without limitation, the Roadway Easement Property. The Grantee will take all steps necessary to ensure that it and the Grantee Affiliates comply with all applicable federal, state, and local laws and regulations concerning Hazardous Materials, including, without limitation, those pertaining to the communication of occupational safety and health hazards to employees, contractors, and the general public.

C. Notice of Discovery or Release: The Grantee will notify the Grantor in writing pursuant to Section 12.F of this Agreement of any: (a) Hazardous Materials that it or any Grantee Affiliate discovers in, on, or under the Roadway Easement Property in the course of exercising its rights or performing its obligations under this Agreement; or (b) release, spill, or discharge in, on, or under the Roadway Easement Property caused by the Grantee, any Grantee Affiliate, or any other party, including, without limitation, members of the general public.

D. Remediation: The Grantee agrees to promptly perform, at its sole cost and expense, any environmental remediation associated with spills, releases, or discharges of Hazardous Materials in, on, or under the Roadway Easement Property caused by the Grantee, any Grantee Affiliate, or any other party aside from the Grantor, including, without limitation, members of the general public. Any environmental remediation required of the Grantee by this Section 9.D. must be performed in accordance with all applicable federal, state, and local laws and regulations. The Grantee will provide the Grantor, for its review and approval, any plans, data, reports, or other documents prepared in connection with the Grantee's obligations under this Section 9.D. before the

Grantee submits such documents to third-parties, including, without limitation, the Grantee Affiliates or regulatory agencies.

E. Notices: With respect to Section 9.D. above, the Grantee will ensure that, to the extent permitted by law, all notifications or communications to regulatory agencies, as well as all documentation pertaining to remediation activities (including, without limitation, hazardous waste generator identification numbers and hazardous waste manifests), will be in the name of the Grantee or the Grantee Affiliates, and not in the name of the Grantor or any of its Affiliates.

Section 10. Successors and Assigns. This Agreement will be binding on the Parties and their respective successors and assigns. The Grantee may only sell, transfer, encumber, or assign the rights or delegate the obligations conveyed by this Agreement after first obtaining the Grantor's written consent, which the Grantor will not unreasonably withhold or delay so long as the use of the Roadway Easement Property provided for under this Agreement remains the same.

Section 11. Breach, Restoration, and Remedies.

A. Injunctive and Other Relief: The Parties further intend that, should any Party undertake, or cause to be undertaken, any activity in violation of this Agreement, or refuse after reasonable notice from the other Party to stop any activity in violation of this Agreement, then the other Party will have the right to obtain injunctive relief or writs from courts of competent jurisdiction in the County of Los Angeles, State of California, to stop any prohibited activity. The Parties will have the right to seek temporary restraining orders, preliminary injunctions, and similar provisional, equitable relief in a court of competent jurisdiction, provided that the Party seeking such relief has: (i) determined in good faith that the exigencies of the breach or threatened breach require such immediate relief; and (ii) given the other Party notice and an opportunity to cure such breach or threatened breach.

B. Cumulative Remedies: The remedies of the Grantor and the Grantee set forth in this Agreement are cumulative. Any, or all, of the remedies may be invoked by the Grantor or the Grantee if there is an actual or threatened violation of this Agreement.

C. Delay in Enforcement: Enforcement of the terms and provisions of this Agreement will be at the discretion of the Grantor or the Grantee. Any forbearance on behalf of the Grantor or the Grantee to exercise its rights hereunder in the event of any breach by the other Party or its respective assigns will not be deemed or construed to be a waiver of that Party's rights hereunder in the event of any subsequent breach.

Section 12. Miscellaneous.

A. No Third-Party Beneficiaries: The Parties agree that no governmental agency, person, or entity other than the Parties themselves will have the right to enforce any of the terms or provisions of this Agreement, it being intended that there be no third-party beneficiaries of this Agreement.

B. Governing Law; Jurisdiction: This Agreement will be governed by and construed in accordance with California law. The jurisdiction of any litigation arising under this Agreement will be in Los Angeles County, California.

C. Entire Agreement: This Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement.

D. Compliance With Law: The Grantee will comply with all applicable federal, state, and local laws and regulations in its exercise of rights and performance of obligations under this Agreement.

E. Attorneys' Fees and Enforcement Costs of Suits: In the event of any action or proceeding between the Parties to enforce any provision of this Agreement (including an action or proceeding between the Grantor and the trustee or debtor in possession while the Grantee is a debtor in a proceeding under any bankruptcy law), the losing Party will pay to the prevailing Party all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in such action and in any appeal in connection therewith by such prevailing Party. The prevailing Party will be determined by the court before which the action was brought based upon an assessment of which Party's major arguments or positions taken in the suit or proceeding could fairly be said to have prevailed over the other Party's major arguments or positions on major disputed issues in the court's decision.

F. Notices: All notices, requests, demands, or other communications under this Agreement will be in writing and notice will be sufficiently given for all purposes when provided as follows:

(i) Personal Delivery: When personally delivered to the recipient: notice is effective upon delivery;

(ii) First Class Mail: When mailed first-class to the last address of the recipient known to the Party giving notice: notice is effective after three (3) mail delivery days of being deposited in a United States Postal Service office or mailbox;

(iii) Certified Mail: When mailed by certified mail, with return receipt requested: notice is effective upon receipt, if delivery is confirmed by a return receipt;

(iv) Overnight Delivery: When delivered by an overnight delivery service, with charges prepaid or charged to sender's account: notice is effective upon delivery, if delivery is confirmed by the delivery service; or

(v) Facsimile Transmission: When sent by facsimile to the last facsimile number of the recipient known to the Party giving notice: notice is effective upon receipt or, if it is received after 5:00 p.m. (recipient's time) or on a non-business day, on the next business day.

In the case of notifications to the Parties, addresses for purpose of giving notice hereunder are as follows:

- (i) EXXONMOBIL OIL CORPORATION
Richard A. Clayton
Capital Projects
Torrance Refinery
3700 West 190th Street
Torrance, CA 90504
Facsimile: (310) 212- 1948

With a copy to:

Law Department
Torrance Refinery
3700 West 190th Street
Torrance, CA 90504
Facsimile: (310) 212-1887

- (ii) CITY OF TORRANCE
City Clerk
3031 Torrance Boulevard
Torrance, California 90509-2970
Facsimile: (310) 618-2931

With a copy to:

CITY OF TORRANCE
City Engineer
Public Works Department
Engineering Division
20500 Madrona Avenue
Torrance, California 90503-3690
Facsimile: (310) 781-6902

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified will be deemed effective as of the first date the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Each Party must provide advance written notice to the other of any change to its contact information (i.e., address, telephone number, or facsimile number).

G. Modification; Severability; Waiver: This Agreement may not be modified or altered except in writing and signed by both Parties. If any part of this Agreement is found to be in conflict with applicable laws or regulations, that part will be inoperative, null, and void insofar as it is in conflict; however, the remainder of the Agreement will remain in full force and effect. The

failure by one Party to enforce or require the other Party's full compliance with the terms and provisions of this Agreement will not constitute a waiver of its right to do so in the future, nor will it release the other party from its responsibilities under this Agreement. A Party's consent to or approval of any act by the other Party, which act requires the first Party's consent or approval, will not be construed to waive or render unnecessary the first Party's consent to or approval of subsequent acts. A waiver of rights under this Agreement will only be valid if it is clearly set forth in writing.

H. Termination: The Grantee's rights under this Agreement will terminate upon the earlier of: (i) one (1) year after the Grantee stops using the Roadway Easement Property for the purpose set forth in Section 2 above; or (ii) the mutual agreement of the Parties, as set forth in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below, but this Agreement is effective as of the date first written above.

EXXONMOBIL OIL CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

CITY OF TORRANCE, CALIFORNIA

By: _____

Name: Frank Scotto

Title: Mayor

Date: _____

ATTEST:

By: _____

Name: Sue Herbers

Title: City Clerk

Date: _____

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Name: Patrick Q. Sullivan

Title: Assistant City Attorney

Date: _____

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit “A”

Legal Description

“Burdened Property”

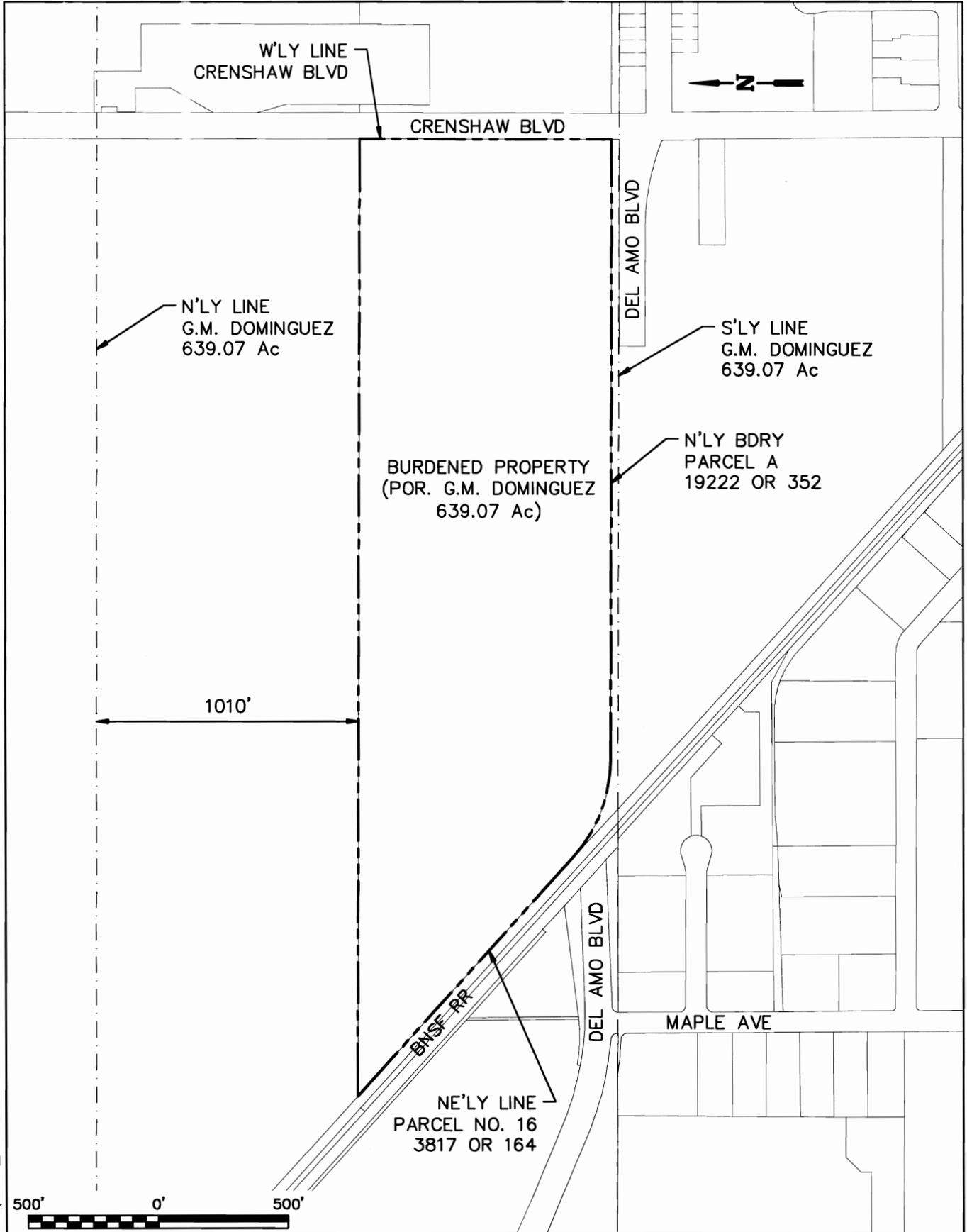
EXHIBIT A

That Parcel of land, situate in the City of Torrance, County of Los Angeles, State of California, being a portion of the 639.07 acre parcel of land in the Rancho San Pedro allotted to Guadalupe Marcelina Dominguez by the Final Decree of Partition of the Rancho San Pedro as shown on Map filed in Case No. 3284 of the Superior Court of the State of California in and for the County of Los Angeles, said Parcel is further described as follows:

All that portion of said 639.07 acre allotment, bounded on the south by the northerly boundary of the 1.83 acre parcel of land described as Parcel A in the Deed from General Petroleum Corporation of California to Santa Fe and Los Angeles Harbor Railway Company recorded April 17, 1942 in Book 19222, Page 352, of Official Records filed in the Office of the County Recorder of said County, bounded on the west by the northeasterly line of the 100 foot wide strip of land described as Parcel No. 16 in the Deed from Santa Fe Land Improvement Company to Santa Fe and Los Angeles Harbor Railway Company, recorded December 26, 1924 in Book 3817, Page 164 of Official Records filed in the Office of the County Recorder of said County, bounded on the north by a line parallel with and 1010 feet distant southerly, measured at right angles, from the northerly line of said 639.07 acre parcel, and bounded on the east by the westerly line of Crenshaw Boulevard, 100 feet wide.

Plat (which shows the property described above) is attached hereto and, by this reference, made a part of hereof.

[westerly portion of APN 7352-002-023]



BURDENED PROPERTY

ExxonMobil Oil Corporation 3700 West 190th Street Torrance, CA 90504	PLAT Sheet 2 of 2		<small>DRAWN</small> RWS	<small>DRWG. NO.</small> 3653-X-991
			<small>SCALE</small> SHOWN	<small>DATE</small> 03/24/10

K:\3653\Plats\3653_BURDENED_PROP_X-991.dwg, 3/24/2010 9:02:03 AM, 1:500

K:\3653\PLATS\3653_BURDENED_PROP_X-991:500

Exhibit “B”

Roadway Easement Property

PORTION OF APN. 7352-002-023

PARCEL 3B

THAT PORTION OF THE 639.07 ACRE ALLOTMENT MADE TO GUADALUPE MARCELINA DOMINGUEZ BY THE DECREE OF PARTITION OF PORTION OF THE RANCHO SAN PEDRO, IN CASE No. 3284 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES, LOCATED IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF THE 100 FOOT RIGHT OF WAY OF THE SANTA FE AND LOS ANGELES HARBOR RAILWAY COMPANY, DESCRIBED AS PARCEL No. 16 OF THAT CERTAIN DEED, RECORDED DECEMBER 26, 1924 IN BOOK 3817 PAGE 164, OFFICIAL RECORDS, WITH THE NORTHERLY LINE OF LOT 8 TRACT 7873, AS PER MAP RECORDED IN BOOK 109, PAGES 99 AND 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT OF COMMENCING BEING SOUTH 89°59'51" EAST 29.89 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 8; THENCE NORTH 48°00'00" WEST, 108.14 FEET ALONG SAID NORTHEASTERLY LINE OF THE RAILWAY RIGHT OF WAY TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE NORTH 48°00'00" WEST, 184.23 FEET TO AN INTERSECTION WITH A NONTANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 591.80 FEET, A RADIAL LINE AT SAID POINT OF INTERSECTION BEARS SOUTH 30°22'24" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE 209.43 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 79°54'11" EAST, 471.78 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 591.80 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°23'48", A DISTANCE OF 107.38 FEET; THENCE SOUTH 1.72 FEET TO A LINE PARALLEL WITH AND 30.0 FEET NORTHERLY FROM SAID NORTHERLY LINE OF LOT 8; THENCE NORTH 89°59'51" WEST, 416.35 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS 558.69 FEET; A RADIAL LINE AT SAID POINT BEARS SOUTH 00°00'02" WEST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°26'20", A DISTANCE OF 218.80 FEET TO THE TRUE POINT OF BEGINNING.

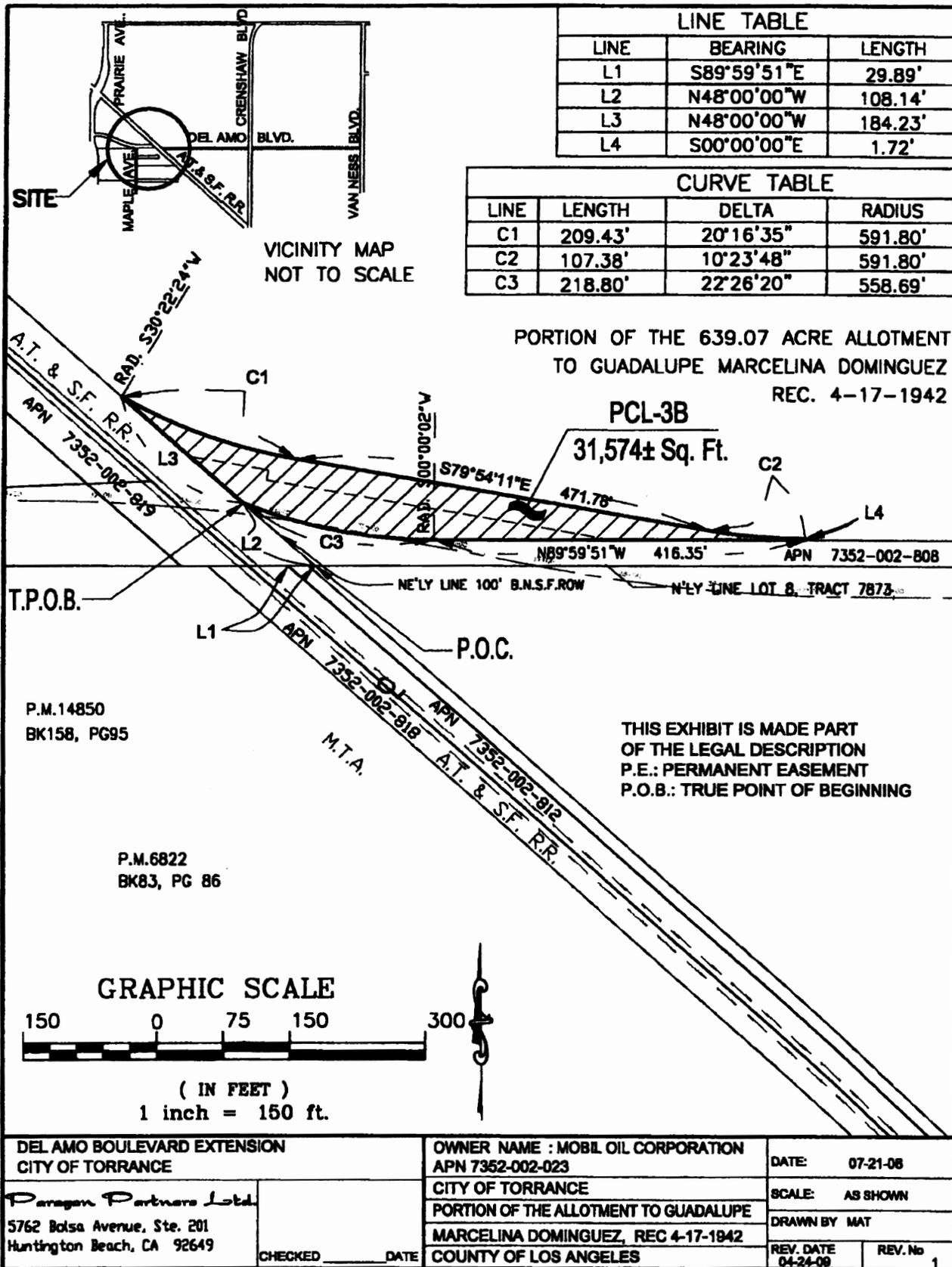
CONTAINING 31,574 SQUARE FEET OR 0.72 ACRES, MORE OR LESS.

SEE EXHIBIT "B" MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Prepared by
Paragon Partners Ltd.
5762 Bolsa Ave., Suite 201
Huntington Beach, CA 92649
714-379-3376

James M. Rushing 4-24-09
James M. Rushing Date
R.C.E. 28219 Exp. 03/31/10



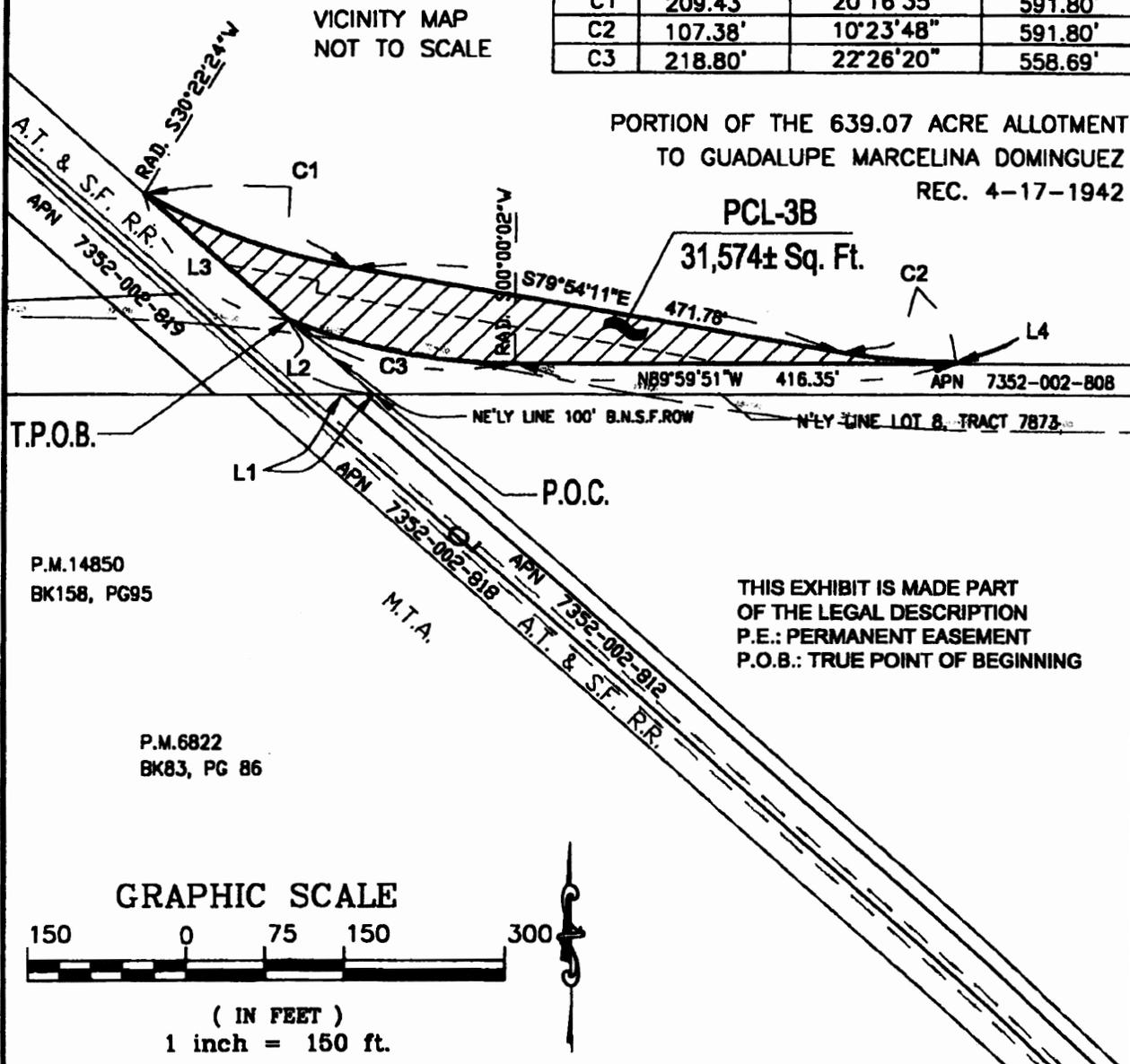
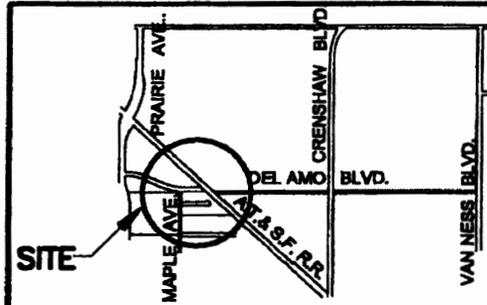


LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°59'51"E	29.89'
L2	N48°00'00"W	108.14'
L3	N48°00'00"W	184.23'
L4	S00°00'00"E	1.72'

CURVE TABLE			
LINE	LENGTH	DELTA	RADIUS
C1	209.43'	20°16'35"	591.80'
C2	107.38'	10°23'48"	591.80'
C3	218.80'	22°26'20"	558.69'

PORTION OF THE 639.07 ACRE ALLOTMENT
TO GUADALUPE MARCELINA DOMINGUEZ
REC. 4-17-1942

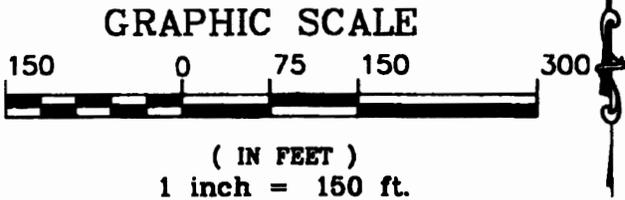
PCL-3B
31,574± Sq. Ft.



P.M.14850
BK158, PG95

P.M.6822
BK83, PG 86

THIS EXHIBIT IS MADE PART
OF THE LEGAL DESCRIPTION
P.E.: PERMANENT EASEMENT
P.O.B.: TRUE POINT OF BEGINNING



DEL AMO BOULEVARD EXTENSION CITY OF TORRANCE		OWNER NAME : MOBIL OIL CORPORATION APN 7352-002-023	DATE: 07-21-08
Paragon Partners Ltd. 5762 Bolsa Avenue, Ste. 201 Huntington Beach, CA 92649		CITY OF TORRANCE	SCALE: AS SHOWN
CHECKED _____ DATE _____		PORTION OF THE ALLOTMENT TO GUADALUPE MARCELINA DOMINGUEZ, REC 4-17-1942	DRAWN BY MAT
		COUNTY OF LOS ANGELES	REV. DATE 04-24-09 REV. No 1

Exhibit “C”

“RR Easement Property”

PORTION OF APN. 7352-002-808

PARCEL 3

THAT PORTION OF THE 639.07 ACRE ALLOTMENT MADE TO GUADALUPE MARCELINA DOMINGUEZ BY THE DECREE OF PARTITION OF PORTION OF THE RANCHO SAN PEDRO, IN CASE No. 3284 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES, LOCATED IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF THE 100 FOOT RIGHT OF WAY OF THE SANTA FE AND LOS ANGELES HARBOR RAILWAY COMPANY DESCRIBED AS PARCEL No. 16 OF THAT CERTAIN DEED, RECORDED DECEMBER 26, 1924 IN BOOK 3817 PAGE 164, OFFICIAL RECORDS, WITH THE NORTHERLY LINE OF LOT 8 TRACT 7873, AS PER MAP RECORDED IN BOOK 109, PAGES 99 AND 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT OF COMMENCING BEING SOUTH 89°59'51" EAST 29.89 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 8; THENCE NORTH 48°00'00" WEST, 186.62 FEET ALONG SAID NORTHEASTERLY LINE OF THE RAILWAY RIGHT OF WAY TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE NORTH 48°00'00" WEST, 105.75 FEET TO A POINT OF INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 591.89 FEET A RADIAL LINE OF SAID CURVE THROUGH SAID POINT OF INTERSECTION BEARS SOUTH 30°22'24" WEST ; THENCE SOUTH EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°16'35" AN ARC DISTANCE OF 209.43 FEET TO THE BEGINNING OF A TANGENT LINE,; THENCE SOUTH 79°54'11" EAST, 471.48 FEET ALONG SAID TANGENT LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 591.80 FEET AND AN ARC LENGTH OF 107.38 FEET; THENCE SOUTH, 1.72 FEET; THENCE NORTH 89°59'51" WEST 216.94 FEET; THENCE NORTH 79°54'11" WEST 365.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 621.80 FEET AND A CENTRAL ANGLE OF 10°41'14" ; THENCE ALONG SAID LAST MENTIONED CURVE 115.98 FEET TO THE TRUE POINT OF BEGINNING.

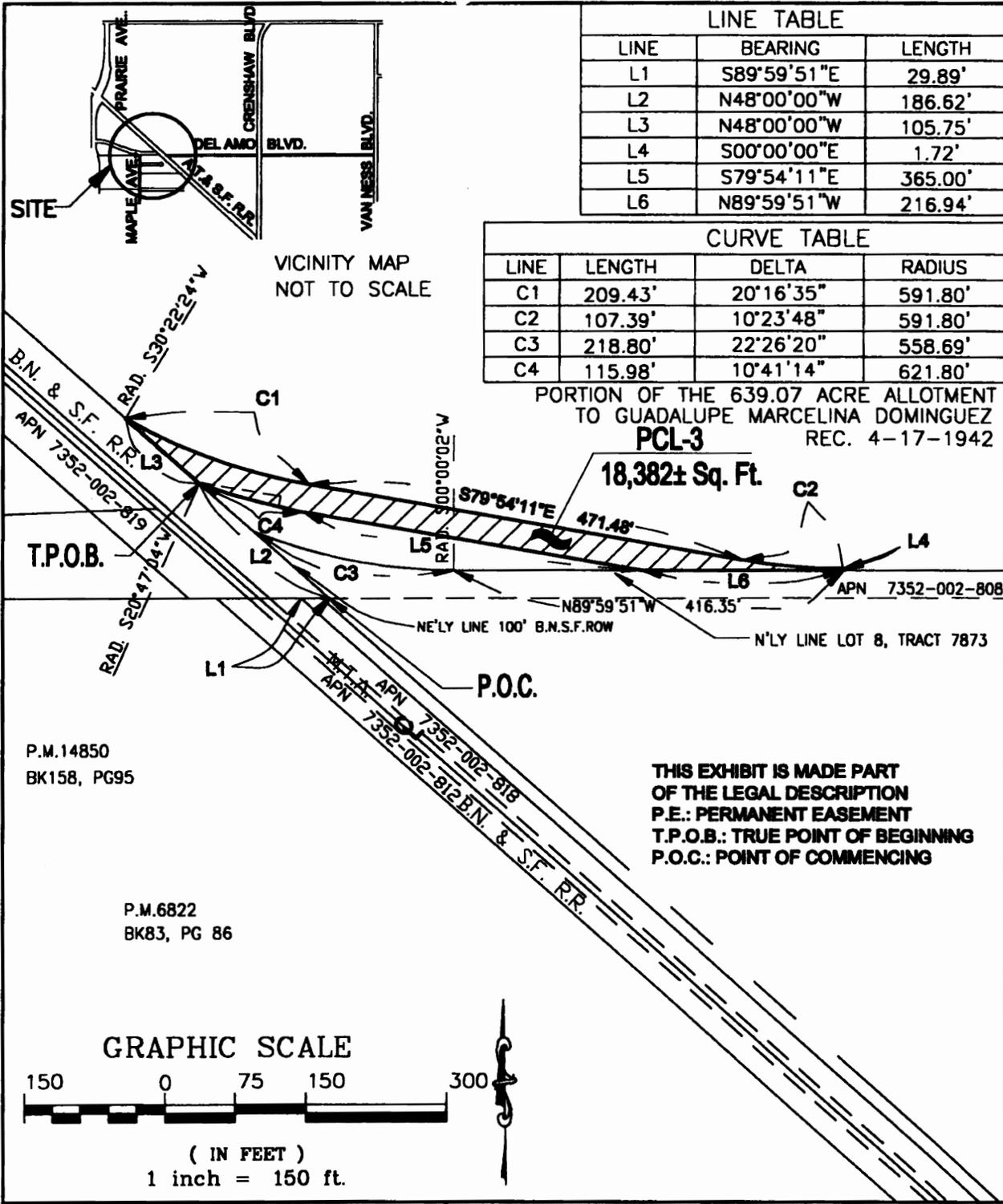
CONTAINING 18,382 SQUARE FEET OR 0.42 ACRES, MORE OR LESS.

SEE EXHIBIT "3" MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Prepared by
Paragon Partners Ltd.
5762 Bolsa Ave., Suite 201
Huntington Beach, CA 92649
714-379-3376

James M. Rushing 4-24-09
James M. Rushing Date
R.C.E. 28219 Exp. 03/31/10





LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°59'51"E	29.89'
L2	N48°00'00"W	186.62'
L3	N48°00'00"W	105.75'
L4	S00°00'00"E	1.72'
L5	S79°54'11"E	365.00'
L6	N89°59'51"W	216.94'

CURVE TABLE			
LINE	LENGTH	DELTA	RADIUS
C1	209.43'	20°16'35"	591.80'
C2	107.39'	10°23'48"	591.80'
C3	218.80'	22°26'20"	558.69'
C4	115.98'	10°41'14"	621.80'

THIS EXHIBIT IS MADE PART
OF THE LEGAL DESCRIPTION
P.E.: PERMANENT EASEMENT
T.P.O.B.: TRUE POINT OF BEGINNING
P.O.C.: POINT OF COMMENCING

DEL AMO BOULEVARD EXTENSION CITY OF TORRANCE		OWNER NAME : MOBIL OIL CORPORATION APN 7352-002-023		DATE: 02-03-08	
Paragon Partners Ltd. 5762 Bolsa Avenue, Ste. 201 Huntington Beach, CA 92649		CITY OF TORRANCE		SCALE: AS SHOWN	
		PORTION OF THE ALLOTMENT TO GUADALUPE MARCELINA DOMINGUEZ, REC 4-17-1942		DRAWN BY MAT	
CHECKED _____ DATE _____		COUNTY OF LOS ANGELES		REV. DATE	REV. No

Exhibit “D”

Form Quitclaim Deed

RECORDING REQUESTED BY:

ExxonMobil Oil Corporation

WHEN RECORDED MAIL TO:

ExxonMobil Oil Corporation
Torrance Refinery
3700 West 190th Street
Torrance, CA 90509-2929
Attention: Law Department

Space above this line for Recorder's

QUITCLAIM DEED

The **City of Torrance, California**, a municipal corporation ("Transferor"), hereby remises, releases, and forever quitclaims to **EXXONMOBIL OIL CORPORATION**, a New York corporation ("Transferee"), all right, title, and interest that Transferor has in that portion of the real property arising under that certain Easement Agreement for Roadway and Right-of-Way, dated _____, by and between Transferor and Transferee, recorded on _____, in Book _____, page _____ of the Official Records of Los Angeles County, California, described as follows:

[insert legal description]

IN WITNESS WHEREOF, Transferor has executed this Quitclaim Deed on _____, 2010.

CITY OF TORRANCE, CALIFORNIA

By: _____

Name: Frank Scott

Title: Mayor

Date: _____

ATTEST:

By: _____

Name: Sue Herbers

Title: City Clerk

Date: _____

APPROVED AS TO FORM:

JOHN L. FELLOWS III

City Attorney

By: _____

Name: Patrick Q. Sullivan

Title: Assistant City Attorney

Date: _____

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)