

R/W 4574-1

ORDINANCE NO. 3962

AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF ORANGE GRANTING TO
MOBIL OIL CORPORATION, A NEW YORK
CORPORATION, A FRANCHISE TO CONSTRUCT,
OPERATE AND MAINTAIN PIPELINES FOR THE
TRANSPORTATION OF HYDROCARBON SUBSTANCES
IN THE COUNTY OF ORANGE

A. Recitals.

(i) On June 4, 1996, the Board of Supervisors of the County of Orange adopted its Resolution No. 96-388 setting forth said Board's intention to grant a new franchise, to replace Mobil Oil Corporation's franchise Ordinance No. 761 which expired September 20, 1995, under and pursuant to the provisions of Article 1 of Chapter 2 of Division 3 of the California Public Utilities Code, commencing at Section 6201, for certain purposes.

(ii) Pursuant to said Resolution No. 96-388 the Board of Supervisors set the date of July 9, 1996 at the hour of 9:30 a.m., as the time for public hearing for interested persons to voice any objections to the granting of the franchise to MOBIL OIL CORPORATION, a New York corporation.

(iii) Heretofore, this Board has held a public hearing on its intention to grant said franchise and it is now the desire of this Board to grant said franchise, in accordance with the terms and conditions specified in this Ordinance.

(iv) All legal prerequisites to the enactment of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, IT IS ORDAINED by the Board of Supervisors of the County of Orange as follows:

Section 1.

Whenever in this Ordinance the words or phrases set forth in this section are used, they shall have the respective meanings ascribed to them in the following definition (unless, in the given instance, the context wherein said words or phrases

1 are used shall clearly import a different meaning):

2 a. The word "Grantee" shall mean MOBIL OIL CORPORATION, a New York corporation
3 and its lawful successors or assigns;

4 b. The word "County" shall mean the County of Orange, State of California;

5 c. The word "streets" shall mean the public highways, streets, ways, alleys and
6 places as the same may now or hereafter exist within said unincorporated areas of
7 County;

8 d. The words "County Engineer" shall mean the Director of the Environmental
9 Management Agency of Orange County or his designees;

10 e. The word "oil" shall mean petroleum, gas, oil, gasoline, other hydrocarbon
11 substances or water;

12 f. The phrase "pipes and appurtenances" shall mean pipe, pipeline (not to
13 exceed twelve (12) inches in diameter), main, service, trap, vent, vault, manhole,
14 meter, gauge, regulator, valve, conduit, appliance, attachment, appurtenance and any
15 other property located or to be located in or under the streets of the County, and
16 used or useful in the transmission and distribution of oil; and

17 g. The phrase "lay and use" shall mean to lay, construct, erect, install,
18 operate, maintain, use, repair, replace or remove.

19 Section 2.

20 That the right, privilege and franchise, subject to each and all of the terms
21 and conditions contained in this Ordinance, and pursuant to the provisions of
22 Article 1 of Chapter 2 of Division 3 of the Public Utilities Code of the State of
23 California, be and the same hereby is granted to Grantee, its successors and
24 assigns, to lay and use pipes and appurtenance for transmitting and distributing oil
25 for any and all purposes, under and in the streets of County as described in
26 Exhibits "A" & "B" attached hereto and made part hereof.

27 Section 3.

28 This franchise is non-exclusive and is granted and shall be held and enjoyed

1 only upon the provisions and conditions prescribed by law and those contained in
2 this Ordinance. The term of this franchise shall be for twenty-five (25) years
3 commencing thirty (30) days after its passage and adoption by the Board of
4 Supervisors and effective upon Grantee's written acceptance not later than ten (10)
5 days after publication of said Ordinance.

6 Section 4.

7 THE GRANTEE SHALL:

8 a. Fees

9 During the life of said franchise the Grantee thereof, its successors and
10 assigns, shall pay in advance to the County of Orange annual fees in accordance with
11 Public Utilities Code Section 6231.5, which specifies a base rate of \$0.132 per
12 linear foot for a 6-inch diameter pipeline. The applicable base rate shall be
13 multiplied by the Consumer Price Index, All Urban Consumers, for the Los
14 Angeles-Anaheim-Riverside area (1982-84 = 100), as published by the United States
15 Department of Labor, Office of Information for the month of September immediately
16 preceding the month in which payment is due and payable, and divided by the
17 Consumer Price Index for June 30, 1989, which stood at 128.7.

18 If the United States Department of Labor, Office of Information discontinues
19 the preparation or publication of a Consumer Price Index for the area, and if no
20 translation table prepared by the Department of Labor is available so as to make
21 those statistics which are then available applicable to the index of June 30, 1989,
22 the County shall prescribe a rate of payment which shall, in its judgment, vary from
23 the rates specified in this section in approximate proportion as commodity consumer
24 prices then current vary from commodity consumer prices current in December 1988.
25 On this point, the determination by the County shall be final and conclusive.

26 b. Review

27 The County reserves the right to change its fees at five (5) year intervals
28 from the effective date of the ordinance granting the franchise, after a public

1 hearing determines good cause is found and such action is not in conflict with the
2 law of the State of California.

3 c. Reports

4 The Grantee during the life of the franchise, shall file with the
5 Auditor-Controller, at the time of payment of annual franchise fees, a copy of the
6 report certified by the oath of the Grantee, or by the oath of duly authorized
7 representative of the Grantee, showing the total pipeline footages for the
8 immediately preceding fiscal year, or fraction thereof, in connection with the
9 furnishing of the commodity or services arising from the use, operation, or
10 possession of the franchise.

11 d. The Accounting Year

12 "The accounting year shall consist of the period from January 1 through
13 December 31. Payment for any fraction of an accounting year due to commencement,
14 expiration or termination of this franchise shall be pro-rated on a daily basis,
15 utilizing a daily factor of 1/365."

16 Once an accounting year is established, it shall be continued through the
17 term of the ordinance unless Grantor specifically approved in writing a different
18 accounting year. Grantor shall only approve a change in accounting years in the
19 event of undue hardship being placed on either the Grantee or Grantor, and not
20 because of mere convenience or inconvenience.

21 e. Payment Due Date

22 The Grantee shall pay the County, prior to February 1 of each year for the
23 life of this franchise, in lawful money of the United States, the above required
24 advance payment for the accounting year, or fractional accounting year. Payments
25 are to be made to the County of Orange, Auditor-Controller, P.O. Box 567, Santa Ana,
26 California 92702.

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1 Section 5. Late Payment Penalty

2 If a franchise payment, as specified in Section 4 is not received from Grantee
3 or postmarked within ten (10) days after the due date, a late charge of one percent
4 (1%) of the payment due and unpaid plus \$25.00 shall be added to the payment, and
5 the total sum shall become immediately due and payable to the County. An additional
6 one (1%) of said payment, excluding late charges, shall be added for each additional
7 month that said payment remains unpaid.

8 Section 6. Records

9 Grantee shall keep and preserve, for a period of five (5) years subsequent to
10 the date of the most recent franchise payment, records, and accounts of all
11 financial transactions in the operation of all business activities, of whatever
12 nature, conducted in pursuance of the rights granted herein. The records must be
13 supported by source documents such as sales slips, cash register tapes, purchase
14 invoices, or other pertinent documents.

15 All Grantee's books of account and records related to this franchise or to
16 business operations arising from the use, operation or possession of the franchise
17 shall be kept and made available to the County of Orange.

18 Section 7.

19 That any neglect, failure or refusal to comply with any of the conditions of
20 said franchise may effect a forfeiture thereof, and after giving 30 days written
21 notice of intent to revoke describing the cause of revocation, said County by its
22 Board of Supervisors may thereupon declare said franchise forfeited and may exclude
23 said Grantee or his or its successors or assigns from further use of the highways of
24 said County under said franchise; and said Grantee, and his or its successors or
25 assigns, shall thereupon and immediately surrender all rights in and to the same,
26 and said franchise shall be deemed and shall remain null, void, and of no effect.
27 The right of the County's to declare a forfeiture of the franchise as set forth
28 above in this section shall be in addition to and not in lieu of any and all other

1 rights and remedies available to the County at law or in equity and the County may
2 pursue, at its option, forfeiture or any other right or remedy cumulatively or in
3 the alternative.

4 Section 8.

5 This franchise is granted in lieu of all other franchises owned by Grantee, or
6 by any successor or assign of the Grantee to any rights under this franchise, for
7 transmitting and distributing oil within the limits of the County, as said limits
8 now or may hereafter exist, and the acceptance of the franchise hereby granted shall
9 operate as an abandonment of all such franchises within the limits of County, as
10 such limits now or may hereafter exist, in lieu of which this franchise is granted.

11 Section 9.

12 The franchise granted hereunder shall not become effective until written
13 acceptance thereof shall have been filed by the Grantee with the Clerk of the Board
14 of Supervisors. When so filed, such acceptance shall constitute a continuing
15 agreement of the Grantee that if and when the County shall thereafter annex or
16 consolidate with additional territory, any and all franchise rights and privileges
17 owned by the Grantee therein shall likewise be deemed to be abandoned within the
18 limits of such territory.

19 Section 10.

20 The franchise granted hereunder shall not in any way or to any extent impair or
21 affect the right of the County to acquire the property of the Grantee hereof either
22 by purchase or through the exercise of the rights of eminent domain, and nothing
23 herein contained shall be construed to contract away or to modify or to abridge,
24 either for a term or in perpetuity, the County's right of eminent domain in respect
25 to the Grantee or any public utility, nor shall this franchise ever be given any
26 value before any court or other public authority in any proceeding of any character
27 in excess of the cost of the Grantee of the necessary publication and other sum paid
28 by it to the County therefore at the time of acquisition thereof.

1 Section 11.

2 The Grantee shall:

3 a. Construct, install and maintain all pipes and appurtenances in a good and
4 workmanlike manner and of good material and in accordance and in conformity with all
5 and any of the ordinances, rules and regulations heretofore, or hereafter adopted by
6 the Board of Supervisors of the County in the exercise of its police powers and not
7 in conflict with the paramount authority of the State of California and, as to state
8 highways, subject to the provisions of general laws, rules and regulations relating
9 to the location and maintenance of such facilities.

10 b. Pay to the County, on demand, the cost incurred of all repairs to public
11 streets or property directly or indirectly caused by any acts, omissions or
12 operations of the Grantee under this franchise, including, but not limited to,
13 reasonable overhead expenses in the sum of thirty percent (30%). In lieu of the
14 foregoing obligation of the Grantee's to reimburse the County for damage to public
15 streets or property, the County, at its option, shall have the right to require
16 Grantee, at Grantee's sole cost and expense (including a reasonable fee to the
17 County for supervision and inspection), to promptly repair any said damaged public
18 streets or property to the complete satisfaction of the County.

19 c. Indemnify, defend and hold County and its elected officers, officials,
20 agents and employees free and harmless from all liability or loss resulting from
21 claims for damages for injuries to persons or property by reason of Grantee's acts
22 or omissions or those of Grantee's officers, agents or employees in connection with
23 Grantee's acts, omissions or operations under this franchise. Grantee shall be
24 liable to County for all damages proximately resulting from the failure of Grantee
25 to well and faithfully observe and perform each and every provision of this
26 franchise and each and every provision of Article 1 of Chapter 2 of Division 3 of
27 the Public Utilities Code of the State of California, including, but not limited to,
28 any amounts for attorneys' fees and court costs assessed by a court of competent

1 jurisdiction.

2 d. The County of Orange reserves the right to improve any highway, street,
3 alley or other public places, or portion thereof, over and within which this
4 franchise is granted, including the widening, change of grade, construction or
5 reconstruction of such highway, street, alley or other public places or any portion
6 thereof, and there is further reserved to the County of Orange and any municipal
7 corporation, political subdivision or district within the County of Orange the right
8 to construct, reconstruct, install, repair and maintain in any such highway, street,
9 alley or other public places, or portion thereof, any public improvement.

10 If notice in writing is given to the Grantee thirty (30) days in advance of
11 the fact that work is to be done pursuant to any right reserved above in this
12 section, specifying the general nature of the work and the area in which the same is
13 to be performed, then the Grantee shall do all things necessary to protect its
14 franchise property during the progress of such work, and if ordered by the Board of
15 Supervisors of the County of Orange, the Grantee shall temporarily disconnect or
16 temporarily remove or shall relocate its franchise property within the highway,
17 street, alley or other public places to such extent, in such manner, and for such
18 period as shall be necessary to permit the performance of such work in an economical
19 manner, and in accordance with the generally recognized engineering and construction
20 methods, and to permit the maintenance, operation and use of such public improvement
21 or of the highway, street, alley or other public places as so improved. All of such
22 things to be done and work to be performed by the Grantee shall be at the sole cost
23 and expense of the Grantee.

24 In the event that the County of Orange or any municipal corporation,
25 political subdivision or district within the County of Orange shall hereafter
26 construct, install, reconstruct or repair any bridge or artificial support in or
27 underlying any highway, street, alley or other public places in which the Grantee's
28 franchise property is located, and in the event that the cost of such work as may

1 reasonably be required is increased in order to provide for the installation,
2 maintenance or operation of Grantee's franchise property in or on the area covered
3 by or underlain by said bridge or other artificial support, then the Grantee shall
4 pay to the County or such municipal corporation, political subdivision or district
5 doing such work the full amount of such increase or cost, upon completion of such
6 construction, installation or repair.

7 e. File with the Board of Supervisors of the County within thirty (30) days
8 after any sale, transfer, assignment or lease of this franchise, or any part
9 thereof, or any of the rights or privileges granted thereby, written evidence of the
10 same, certified thereto by the Grantee or its duly authorized officers.

11 Notwithstanding anything to the contrary set forth in this Section 11 or in this
12 Ordinance, Grantee shall not sell, transfer or assign all or any portion of this
13 franchise or any of the rights or privileges hereby granted without the prior
14 consent of the Board of Supervisors and except by a duly executed instrument in
15 writing filed in the office of the County Clerk of the County of Orange. Nothing in
16 the franchise shall be construed to grant to said Grantee any right to sell,
17 transfer or assign this franchise or any of the rights or privileges hereby granted,
18 except in the manner aforesaid.

19 f. If the Grantee shall fail to comply or to commence and diligently proceed
20 toward compliance with any instruction of the Board of Supervisors or Road
21 Commissioner with respect to the location of any of said franchise property or the
22 repair of any damage to streets, alleys, highways or other public places or any
23 public improvements within thirty (30) days after the service of written notice upon
24 the Grantee requiring compliance therewith, then the Board of Supervisors may
25 immediately do whatever work is necessary to carry out the instructions at the cost
26 and expense of the Grantee, which cost by the acceptance of this franchise, the
27 Grantee shall pay upon demand.

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1 Section 12.

2 Grantee shall, at all times during the term of this franchise, maintain on a
3 twenty-four (24) hour-a-day basis, adequate emergency equipment and properly trained
4 emergency crew within a radius of fifty (50) miles from any of the pipes or
5 appurtenances installed or maintained pursuant to this franchise for the purpose of
6 shutting off the pressure and the flow of the contents of such pipes and
7 appurtenances in the event of an emergency resulting from an earthquake, act of war,
8 civil disturbance, flood or other cause.

9 Section 13.

10 Subject to the provisions of Section 11(b) hereof, if any portion of any street
11 or publicly owned land or facility shall be damaged by reason of breaks or leaks in
12 any pipe or appurtenance constructed under this franchise, the Grantee shall, at its
13 own expense, immediately following written or oral notification thereof, repair any
14 such damage and put such land or facilities in as good condition as it was in before
15 such break or leak, to the satisfaction of the County Engineer.

16 Section 14.

17 Pipes and appurtenances may be installed, operated and maintained under this
18 franchise only in and under the streets set forth in Section 2 hereof. Any
19 additional pipes and appurtenances may be installed, modified, repaired, replaced,
20 operated and maintained within the franchise area only with the consent, pursuant to
21 a permit, of the County.

22 Section 15.

23 The County Engineer shall have the power to give the Grantee such directions for
24 the location of any pipes and appurtenances as may be reasonably necessary in the
25 opinion of the County Engineer to avoid sewers, pipes, conduits or other structures
26 in or under the streets. Prior to the commencement of any work to construct any
27 pipe or appurtenances, the Grantee shall file with the County Engineer the plans
28 showing the location thereof, which shall be subject to the approval of said County

1 Engineer and done to his satisfaction and in compliance with any and all County
2 rules, regulations, ordinances, standards and/or specifications. All street
3 coverings or openings of traps, vaults, and manholes shall at all times be kept
4 flush with the surface of the streets; provided, however, that vents for underground
5 traps, vaults and manholes may extend above the surface of the streets when said
6 vents are located in parkways, between the curb and the property line subject to the
7 prior approval of the County Engineer.

8 Upon completion of the construction of any pipelines constructed pursuant to
9 said franchise, the Grantee shall render a statement to the County of Orange,
10 showing in detail the permit or permits issued and the total length of pipeline, the
11 construction of which was authorized under such permit or permits, and the total
12 length of pipeline actually laid.

13 Section 16.

14 Within ninety (90) days following the date on which any pipelines or additional
15 pipelines have been laid or constructed under this franchise, the Grantee shall file
16 a map or maps in such form as may be required by the County Engineer showing the
17 accurate location and size of all its facilities then in place, and shall, upon
18 installation of any additional facilities or upon removal, change or abandonment of
19 all or any portion thereof, file a revised map or maps showing the location and size
20 of all such additional and/or abandoned facilities as of that date. If cathodic
21 protection is to be used for facilities installed or maintained pursuant to this
22 franchise, a description of the protective devices shall be furnished to the County
23 Engineer which shall show the location and types of anodes, including a description
24 of methods to be used as a protection against corrosion and electrolytic leakage.

25 Section 17.

26 Where it is necessary to lay any underground pipes in or under any portion of a
27 paved or macadamized street, the same, where practicable and economically
28 reasonable, shall be done by a tunnel or bore, so as not to disturb the foundation

1 of such paved or macadamized street. In the event that the same cannot be done,
2 such work shall be done under a permit to be granted by the County Engineer upon
3 application therefore and subject to any and all County rules, regulations,
4 ordinance, standards and/or specifications.

5 Section 18.

6 Upon expiration, revocation or termination of this franchise, or the permanent
7 discontinuance of use of the pipelines and appurtenances or any portion thereof,
8 Grantee shall be obligated to either remove, at its sole cost, or abandon all or
9 part of its pipelines and appurtenances in accordance with the determination and
10 order by the County Engineer to be in the best interests of the public, which
11 determination shall be final. Grantee shall, at least one (1) year prior to any
12 expiration, make written application to the County Engineer requesting the County's
13 permission to either (1) abandon all, or a portion, of such pipes and appurtenances
14 in place, or (2) remove all, or a portion, of such pipes and appurtenances. Such
15 application shall describe the location of the pipes and appurtenances desired to be
16 abandoned or removed, and the relative physical condition of such pipes and
17 appurtenances. The County Engineer shall determine whether such abandonment or
18 removal may be affected without detriment to the public interests and under what
19 conditions and terms the proposed abandonment or removal may be safely effected,
20 and shall then notify the Grantee of his determination on what portion, if any, of
21 said pipelines and appurtenances shall be removed and/or abandoned as well as any
22 additional requirements. Grantee shall, within ninety (90) days thereafter, either
23 remove, at its sole cost and expense, all or such portions of such pipes and
24 appurtenances or abandon in place all or a portion of such pipes and appurtenances,
25 as directed by the County Engineer.

26 If any pipes and appurtenances which are to be abandoned in place subject to
27 prescribed conditions are not abandoned in accordance with all such conditions, the
28 County Engineer may make additional orders including, if desirable, an order that

1 Grantee remove all such pipes and appurtenances in accordance with applicable
2 requirements. In the event Grantee fails to remove any pipes and appurtenances in
3 accordance with such applicable requirements within the time prescribed by the
4 County Engineer, then County may remove such pipes and appurtenances and Grantee
5 shall thereafter pay to County the actual cost thereof, plus thirty percent (30%) as
6 and as for County's reasonable overhead expenses. County may also pursue any other
7 right or remedy available to County at law or in equity due to Grantee's failure to
8 perform under this Section 18. Any decision of the County Engineer with respect to
9 conditions, interpretations of plans, specifications, rules, regulations and/or
10 standards shall be final.

11 Section 19.

12 Grantee shall be responsible to immediately notify the County of any failure of
13 its pipeline resulting in a spill or leak. Notwithstanding the obligation of
14 Grantee to indemnify the County pursuant to this franchise, Grantee shall, upon
15 demand of County, and at its sole cost and expense, promptly take all actions to
16 remediate County property which are reasonably necessary to mitigate environmental
17 damages.

18 Such actions shall include, but not be limited to, the investigation of the
19 environmental condition of the property, the preparation of any feasibility studies,
20 reports or remedial plans and the performance of any cleanup, remediation,
21 containment, operation, maintenance, monitoring or restoration work, whether on or
22 off the property. Grantee shall take all actions necessary to restore the property
23 to the condition existing prior to the introduction of hazardous material upon,
24 about or beneath the property notwithstanding any lesser standard of remediation
25 allowable under applicable law or governmental policies.

26 Section 20.

27 The County may sue in its own name for the forfeiture of this franchise in the
28 event of noncompliance by the Grantee, its successors or assigns, with any of the

1 conditions thereof. In the event of any such suit or other legal proceeding, the
2 prevailing party shall be entitled to attorney's fees.

3 Section 21.

4 Not later than ten (10) days after the publication of this Ordinance, the
5 Grantee shall file with the County Clerk of the County a written acceptance of the
6 franchise hereby granted and an agreement to comply with the terms and conditions
7 hereof.

8 Section 22.

9 The Grantee shall, within ten (10) days after the publication of this
10 Ordinance, file with the Environmental Management Agency, Building & Development
11 Services, County Property Permits Division of the County a corporate surety bond in
12 the penal sum of Five Thousand Dollars (\$5,000.00) in condition that the Grantee
13 shall well and truly observe, fulfill and perform each and every term, condition and
14 requirement of this franchise.

15 Section 23.

16 Grantee shall, at Grantee's sole cost and expense, keep or cause to be kept in
17 full force and effect, for the mutual benefit of County and Grantee, a comprehensive
18 form of general public liability insurance against claims and liability for personal
19 injury, death, or property damages arising from the use, construction, or
20 maintenance of this franchise of at least One Million Dollars (\$1,000,000.00) for
21 any one accident or occurrence.

22 All insurance required by express provisions of this Ordinance shall be carried
23 only in responsible insurance companies licensed to do business in the State of
24 California. All such policies shall contain language to the effect that (1) the
25 insurer waives the right of subrogation against the County and against County's
26 agents and representatives, (2) the policies are primary and noncontributing with
27 any insurance that may be carried by the County, and (3) they cannot be canceled
28 materially changed except after thirty (30) days notice by the insurer to the

1 County. Grantee shall furnish County with copies of all such policies promptly upon
2 receipt of them, or certificates evidencing the insurance. For commencement of the
3 franchise, Grantee shall furnish County with binders representing all insurance
4 required by this Ordinance. Grantee may effect for its own account any insurance
5 not required under this Ordinance.

6 Grantee shall deliver to County, in the manner provided for, notices, copies or
7 certificates of all insurance policies required by this Ordinance, together with
8 evidence satisfactory to County of payment required for procurement and maintenance
9 of the policy, within the following time limits:

10 For insurance required at the commencement of this Ordinance, within ten (10)
11 days after this Ordinance becomes effective;

12 For insurance becoming required at a later date, at least ten (10) days after
13 before this requirement takes effect, or as soon thereafter as the requirement, if
14 new, takes effect; and,

15 For any renewal or replacement of a policy already in existence, at least twenty
16 (20) days before expiration or other termination of the existing policy.

17 If Grantee fails or refuses to procure or maintain insurance as required by this
18 Ordinance, or fails or refuses to furnish County with required proof that the
19 insurance has been procured and is enforced and paid for, County shall have the
20 right at County's election and on ten (10) days notice, to declare this franchise as
21 a forfeiture.

22 Notwithstanding the above, upon prior written notice to County, Grantee may
23 elect to self-insure to the maximum of its deductible, provided that County gives
24 its prior written approval of Grantee's request to self-insure to the maximum of its
25 deductible. Proof of said self-insurance will be given to the County in writing
26 from Grantee's insurance department.

27 Section 24.

28 Any notice required to be given under the terms of this franchise may be served

1 as follows:

2 Upon the County, by serving the Clerk of the Board of Supervisors, or by
3 addressing a written notice to EMA/Building & Development Services, County Property
4 Permit Division, 300 North Flower, P.O. Box 4048, Santa Ana, California 92702-4048,
5 and depositing such notice in the United States mail, postage prepaid.

6 Upon the Grantee, by addressing a written notice to Grantee addressed to MOBIL
7 OIL CORPORATION, 3700 West 190th Street, Torrance, CA 90509-2929, Attention:
8 Rights of Way and Claims Department (or such other address as may from time to time
9 be furnished in writing by one party to the other) and depositing said notice in the
10 United States mail, postage prepaid.

11 Section 25.

12 This Ordinance shall take effect and be in full force thirty (30) days from and
13 after its passage and, before the expiration of fifteen (15) days after the passage
14 thereof, shall be published once in the Saddleback Valley, a newspaper published in
15 the County of Orange, State of California, together with the names of the members of
16 the Board of Supervisors voting for or against the same.

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Roger R. Stanton
 Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY
 OF THIS DOCUMENT HAS BEEN DELIVERED
 TO THE CHAIRMAN OF THE BOARD

Kathleen E. Goodno
 KATHLEEN E. GOODNO, Acting
 Clerk of the Board of Supervisors
 County of Orange, California

STATE OF CALIFORNIA)
) ss:
 COUNTY OF ORANGE)

I, KATHLEEN E. GOODNO, Acting Clerk of the Board of Supervisors,
 do hereby certify that at the regular meeting of the Board of
 Supervisors or Orange County, California, held on the 9th day of July,
 1996, the foregoing ordinance containing 25 sections was passed and
 adopted by the following vote:

AYES: SUPERVISORS MARIAN BERGESON, WILLIAM G. STEINER,
 JAMES W. SILVA, DONALD J. SALTARELLI AND
 ROGER R. STANTON

NOES: SUPERVISORS NONE

ABSENT: SUPERVISORS NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
 official seal of the Board of Supervisors of the County of Orange,
 State of California, this 9th day of July, 1996.

Kathleen E. Goodno
 KATHLEEN E. GOODNO, Acting
 Clerk of the Board of Supervisors
 of Orange County, California

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