

ORDINANCE NUMBER O-_____ (NEW SERIES)

ADOPTED ON _____

AN ORDINANCE GRANTING A NON-EXCLUSIVE PIPELINE FRANCHISE TO SFPP, L.P. FOR A PERIOD OF TWO YEARS, TO INSTALL, CONSTRUCT, MAINTAIN AND OPERATE A PIPELINE FOR THE TRANSPORTATION OF REFINED PETROLEUM PRODUCTS AND OTHER HYDROCARBON SUBSTANCES IN CERTAIN CITY STREETS OF AND WITHIN THE CITY OF SAN DIEGO.

WHEREAS, Ordinance No. O-8760 (New Series) granting a 40-year franchise to San Diego Pipeline Company for petroleum pipelines within the public streets of the City of San Diego was adopted by the City Council on November 27, 1962, was amended by Ordinance No. O-10955 (New Series) adopted on November 21, 1972, by Ordinance No. O-12462 (New Series) adopted on October 16, 1978, and Ordinance No. O-16512 (New Series) adopted on September 30, 1985 [collectively, the Franchise]; and

WHEREAS, the assignment of the Franchise to Santa Fe Pacific Pipelines, L.P. [SFPP], was approved by Ordinance No. O-17758 on April 20, 1992, [the Assignment]; and

WHEREAS, the Franchise, as well as two leases with SFPP for portions of the pipelines that cross City-owned land in Sorrento Valley and Montgomery Field, expired in January 2003; the leases have been placed on holdover as permitted under their terms, and the City Council approved an extension of the Franchise for two years from the date of its expiration by Ordinance No. O-19208 on September 2, 2003; and

WHEREAS, the City Manager recommends another two-year extension of the Franchise term to give City staff and SFPP additional time to complete negotiations with SFPP before

processing a new long-term franchise and two new leases for Council consideration; NOW,
THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That the City Council authorizes the granting of a two-year franchise to SFPP, on the terms and conditions contained in the Franchise and the Assignment, such new franchise to expire on January 5, 2007; provided that within thirty days of the effective date of this ordinance, SFPP agrees, in writing, to the two-year extension subject to such terms and conditions.

Section 2. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 3. That this ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By Shannon M. Thomas
Shannon M. Thomas
Deputy City Attorney

SMT:als
05/24/05
Or.Dept:READ
O-2005-118
MMS# 1175



SFPP, L.P.

Operating Partnership

July 30, 2003

(City of San Diego)

Paul Crawford
Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
MS 51A
San Diego, CA 92101-4199

RE: AMENDMENT FOR 2-YEAR EXTENSION OF FRANCHISE

Dear Mr. Crawford:

Please reference your correspondence dated July 24, 2003, transmitting a copy of the proposed new ordinance for our review and approval.

As a condition of the proposed ordinance, SFPP, L.P. must agree, in writing, to the 2-year extension subject to the terms and conditions of the existing franchise and previous amendments; therefore, please accept this letter as SFPP, L.P.'s approval of such conditions.

If you have any questions, please contact the undersigned at telephone number (714) 560-4749.

Sincerely yours,

Mary E. Sida, Specialist
Lands & Right of Way

MES

ORDINANCE NUMBER O- 19208

ADOPTED ON SEP 02 2003

AN ORDINANCE GRANTING A NON-EXCLUSIVE PIPELINE FRANCHISE TO SFPP, L.P. FOR A PERIOD OF TWO YEARS, TO INSTALL, CONSTRUCT, MAINTAIN AND OPERATE A PIPELINE FOR THE TRANSPORTATION OF REFINED PETROLEUM PRODUCTS AND OTHER HYDROCARBON SUBSTANCES IN CERTAIN CITY STREETS OF AND WITHIN THE CITY OF SAN DIEGO.

WHEREAS, an ordinance granting a forty-year franchise to San Diego Pipeline Company for petroleum pipelines within the public streets of the City of San Diego was adopted by the City Council in 1963, was amended by Ordinance No. O-10955 (New Series) on November 21, 1972, by Ordinance No. O-12462 (New Series) on October 16, 1978, and by Ordinance No. O-16512 (New Series) on September 30, 1985 [collectively, the Franchise]; and

WHEREAS, the assignment of the Franchise to SFPP, L.P. [SFPP], was approved on April 20, 1992, by Ordinance No. O-17758 [the Assignment]; and

WHEREAS, the Franchise, as well as two leases with SFPP for portions of the pipelines that cross City-owned land in Sorrento Valley and Montgomery Field, expired in January 2003; the leases have been placed on holdover as permitted under their terms, but the Franchise requires City Council approval to extend its term; and

WHEREAS, the City Manager recommends a two-year extension of the Franchise term to give City staff and SFPP additional time to prepare updated mapping of the pipeline locations on

City properties and to negotiate other issues before processing a new long-term franchise for Council consideration; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

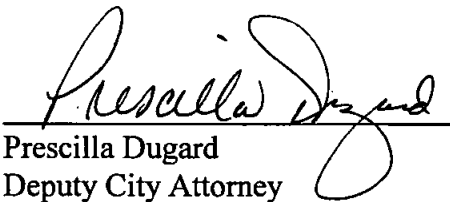
Section 1. That the City Council authorizes the granting of a two-year franchise to SFPP, on the terms and conditions contained in the Franchise and the Assignment, such new franchise to expire on January 5, 2005; provided that within 30 days of effective date of this ordinance, SFPP agrees, in writing, to the two-year extension subject to such terms and conditions.

Section 2. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 3. This ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: CASEY GWINN, City Attorney

By


Prescilla Dugard
Deputy City Attorney

CLG:PD:mm:dm

05/13/03

07/03/03 (COR.COPY)

Job No: 220511

Or.Dept:READ

Aud.Cert:N/A

O-2003-156

ORDINANCE NUMBER O- 17758 (NEW SERIES)

ADOPTED ON APR 20 1992

AN ORDINANCE AMENDING ORDINANCE NO. 8760 (NEW SERIES) AND CONSTITUTING THE FOURTH AMENDMENT TO ORDINANCE NO. 8760 (NEW SERIES), RELATING TO THE GRANTING OF A NON-EXCLUSIVE PIPELINE FRANCHISE TO SAN DIEGO PIPELINE COMPANY FOR A PERIOD OF FORTY YEARS, TO INSTALL, CONSTRUCT, MAINTAIN AND OPERATE A PIPELINE FOR THE TRANSPORTATION OF REFINED PETROLEUM PRODUCTS AND OTHER HYDROCARBON SUBSTANCES IN CERTAIN CITY STREETS OF AND WITHIN THE CITY OF SAN DIEGO.

WHEREAS, San Diego Pipeline Company ("SDPC") was awarded a franchise by the City of San Diego on November 27, 1962, for forty (40) years, which covers approximately 12 miles of fuel pipeline facilities in public streets; and

WHEREAS, said franchise was amended by Ordinance No. 10955 (New Series) on November 21, 1972, by Ordinance No. 12462 (New Series) on October 16, 1978, and by Ordinance 16512 (New Series) on September 30, 1985; and

WHEREAS, SFPP, L.P., a limited partnership, of which Santa Fe Pacific Pipelines, Inc. (SFPP) is sole general partner, is successor in interest to all of the rights, obligations, interests and assets of SDPC; and SFPP, L.P. has requested the City's consent to the assignment to it of the franchise; and

WHEREAS, the franchise by its specific terms cannot be sold, transferred, leased, assigned, or disposed of either by forced sale, merger, consolidation, or otherwise without prior consent of City expressed by ordinance, and then only under such

conditions as may be therein prescribed; NOW, THEREFORE,

BE IT ORDAINED, that the Council of The City of San Diego consents to the assignment of the franchise granted San Diego Pipeline Company to SFPP, L.P., provided that the assignee agrees in writing that:

Section 1. The words "Five Thousand and No/100 Dollars (\$5,000.00)" in the 16th line of Section 3 are deleted and the following words substituted therefor: "Twenty Thousand and No/100 Dollars (\$20,000.00)."

Section 2. Section 15, PRESSURE TESTS, is amended by adding the following in sequence:

(e) The City may prescribe the newest test methods specified by applicable State, Federal, or local regulatory agencies or nationally recognized organizations.

Section 3. Section 22, ANNUAL PAYMENTS TO THE CITY, Paragraph (a), is amended to state:

(a) Upon the effective date of the assignment, which is hereby agreed to be December 19, 1988, and annually thereafter commencing January 1, 1990, payments shall accrue to City and be computed and adjusted as follows:

The length of pipe expressed in feet located within the franchise area shall be multiplied by the applicable base rate pursuant to the following schedule:

<u>Pipe Size (Internal Diameter in Inches)</u>	<u>Base Rate per Lineal Foot</u>	<u>Pipe Size (Internal Diameter in Inches)</u>	<u>Base Rate per Lineal Foot</u>
0 - 4	\$0.088	18	\$0.396
6	\$0.132	20	\$0.440
8	\$0.176	22	\$0.484
10	\$0.220	24	\$0.528
12	\$0.264	26	\$0.572
14	\$0.308	28	\$0.616
16	\$0.352	30	\$0.660

For pipeline(s) with an internal diameter not listed above, the fees shall be in the same proportion to the fees of a 12-inch-diameter pipe as the diameter of the unlisted pipe is to 12 inches.

(b) The annual payment for each lineal foot of pipeline shall be computed and revised January 1, 1990, and annually thereafter as follows:

The applicable base rate shall be multiplied by the Consumer Price Index, Los Angeles area, All Items, All Urban Consumers as published by the United States Department of Labor, Office of Information, for the month of September immediately preceding the month in which payment is due and payable, and divided by the Consumer Price Index for June 30, 1989, which is declared to be 100.0. Under no circumstances shall the multiplying factor be less than one.

If the United States Department of Labor, Office

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

(c) Grantee shall pay the fees so computed and adjusted to City on or before April 1, 1991, for the remainder of calendar year 1988 from December 19 to December 31, 1988, inclusive, and for the ensuing calendar years 1989 and 1990, to the extent not heretofore paid, and shall make such annual payment currently on or before April 1, 1992, and on or before April 1 of each year thereafter during the balance of the term of the franchise.

Section 4. The words, "Five Thousand and No/100 Dollars (\$5,000.00)" in the 4th line of Section 23. FAITHFUL PERFORMANCE BOND, are deleted and the following words substituted therefor: "Twenty Thousand and No/100 Dollars (\$20,000.00)."

Section 5. Section 23. FAITHFUL PERFORMANCE BOND, is further amended by adding the following in sequence:

(c) In the event of a substantial change in the volume of street space occupied by franchise properties pursuant to

Sections 7 and 20 hereof, City may require or permit a corresponding change in the amount of bond.

Section 6. Section 24. INDEMNIFICATION TO THE CITY, is deleted in its entirety and the following substituted therefor:

24. INDEMNIFICATION TO THE CITY. Grantee shall at all times assume the defense of, relieve, indemnify, protect, and save City and any and all of its boards, officers, agents, and employees harmless from any and all claims and demands, actions, proceedings, losses, liens, costs, judgments, civil fines, and penalties of any nature whatsoever by reason of, arising out of or resulting from the use, installation, construction, or maintenance of said pipeline or lines and appurtenances thereon, over, and through the rights-of-way granted by this franchise, including but not limited to expenses incurred in legal actions, death, injury, or damage that may be caused directly or indirectly by:

(a) Any unsafe or defective condition resulting from the installation, construction, or maintenance of said pipeline or lines and appurtenances thereto, on, over and through the rights-of-way granted by this franchise or of any nature whatsoever which may exist by reason of any act, omission, neglect, or any use or occupation of the Grantee;

(b) Any operation, use, or occupation conducted by Grantee on the franchise area;

(c) Any act, omission, or negligence on the part of Grantee, its employees, agents, invitees, or

licensees;

(d) Any failure by Grantee to comply or secure compliance with any of the franchise terms or conditions.

Section 7. Section 27. INSURANCE, is added in sequence:

27. INSURANCE

(a) Grantee shall take out and maintain at all times during the term of this franchise the following insurance at its sole expense:

(1) Public Liability and Property Damage

Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit Liability with an occurrence claims form. This policy shall cover all injury or damage, including death, suffered by any party or parties resulting from the installation, construction, operation, or maintenance of said pipeline or lines and appurtenances thereto, on, over and through the rights-of-way granted by this franchise.

(2) Worker's Compensation and Employer's Liability Insurance coverage as required by the Labor Code of the State of California with Employers Liability limits of not less than \$500,000.

(b) Grantee's responsibility to maintain said insurance also includes the following:

(1) Additional Insured. All public liability and property damage insurance policies carried by Grantee in connection with the operation of the pipelines

granted by this franchise, shall name the City of San Diego as an additional insured, protect City against any legal costs in defending claims, and will not terminate without thirty (30) days' prior written notice to City. All insurance companies must be satisfactory to City and licensed to do business in California.

Upon adoption of this ordinance, Grantee shall furnish certificates to City evidencing insurance coverage as required by this franchise. At least thirty (30) days prior to the expiration of each policy, Grantee shall furnish certificates showing that a new or extended policy has been obtained which meets the terms of this franchise.

(2) Modification. City, at its discretion, may require the revision of amounts and coverages at any time during the term by giving Grantee sixty (60) days' prior written notice. City's requirements shall be designed to assure protection from and against the kind and extent of risk existing from the use, installation, construction, or maintenance of the pipeline or lines and appurtenances thereon, over and through the rights-of-way granted. Grantee also agrees to obtain any additional insurance required by City for new improvements, in order to meet the requirements of this franchise.

(3) Accident Reports. Grantee shall report to City any accident causing more than Twenty-five

Thousand Dollars (\$25,000) worth of property damage or any serious injury to persons on the franchise area.

This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

(4) Failure to Comply. If Grantee fails or refuses to take out or maintain insurance as required in this franchise, or fails to provide the proof of insurance, City has the right to declare this franchise in default without further notice to Grantee and City shall be entitled to exercise all legal remedies in the event of such default.

Section 8. Section 28, EQUAL OPPORTUNITY is hereby added in sequence:

28. EQUAL OPPORTUNITY. Grantee shall comply with City's Equal Opportunity and Minority and Women Business Enterprise Contracting Programs, approved by the City Council and filed with the City Clerk as Document No. RR-262633. Grantee shall submit a Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted. Grantee understands that if Grantee fails to comply with the above requirements and/or submits false information in response to these requirements, City may declare this franchise in default without further notice to Grantee, and City shall be entitled to exercise all legal

remedies in the event of such default.

Section 9. This ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
02/24/92
Or.Dept:Prop.
Job:220511
O-92-115
Form=o+t



THE CITY OF

SAN DIEGO

PROPERTY DEPARTMENT, MAIL STATION 51-A

SECURITY PACIFIC PLAZA, 1200 THIRD AVENUE, SUITE 1700

SAN DIEGO, CALIFORNIA 92101-4199

TELEPHONE: (619) 236-6020

FAX: (619) 696-0590

December 16, 1991

File: San Diego Pipeline

Alfred T. Marshall, Attorney
Santa Fe Pacific Pipeline Partners, L.P.
888 S. Figueroa Street
Los Angeles, CA 90017

Re: San Diego Franchise

Dear Mr. Marshall:

Enclosed is a new draft of the ordinance amending the San Diego franchise dated December 11, 1991. It is my understanding that in my absence you and Norman Swain of the City have resolved all outstanding issues. Therefore, all changes recommended in your letter of May 9, 1991 have been incorporated. We have deleted the provision which required the grantee to provide copies of insurance policies to the City and have added one sentence that requires the Grantee to provide copies of insurance certificates evidencing proper insurance coverage.

If the proposed ordinance is acceptable, please sign one copy of this letter and return it to me at the address above. I'll proceed by scheduling this matter for the City Council's consideration.

If you have questions, or would like to discuss any aspect of this matter further, please call me at (619) 236-6766.

Sincerely,

Mary Louise Groarke, Property Agent
Property Management Division

MLG:st(5)

Enclosure

Accepted by SFPP, L.P.

By

Date: 12-23-91

Title GENERAL COUNSEL

LICENSE AGREEMENT

This License, made and entered into this 1st of October, 1985, between San Diego Gas & Electric Company, a California corporation, (hereinafter referred to as "SDG&E") and San Diego Pipeline Company, a California corporation (hereinafter referred to as "Licensee") is for the purpose of memorializing the agreement between the parties as to the terms and conditions under which Licensee shall install, construct, maintain and operate a 16 inch pipeline and appurtenances thereto (hereinafter referred to as "the pipeline") in, under, and along certain SDG&E fee owned real property and real property in which SDG&E has an easement. This agreement supersedes any other agreement or agreements whether oral or written between SDG&E and Licensee with regard to the installation and use of the pipeline.

RECITALS

WHEREAS, SDG&E owns either a fee simple estate in, or an easement for a pipeline across, those certain lands in the Counties of Orange and San Diego, shown on Exhibit "A" attached hereto and incorporated herein by this reference. Those lands, which are categorized in Exhibit "A" as fee owned property or property in which SDG&E has an easement, are collectively referred to herein as the "License Premises"; and

ORIGINAL

WHEREAS, Licensee desires to install, construct, maintain, and operate the pipeline in, upon, under, and along the License Premises for the transportation of refined petroleum products and liquid fuels as approved by SDG&E; and

WHEREAS, SDG&E is willing to give to Licensee a License to install, construct, maintain and operate the pipeline in, upon, under, and along the License Premises upon the terms and conditions and for the consideration hereinafter stated; and

WHEREAS, Licensee has furnished to SDG&E plans and specifications showing the physical description, location, and proposed method of construction of the pipeline, and it has been determined that the construction and use of said pipeline in accordance with the provisions hereof will not interfere with SDG&E's current operations, practices, and service to and for its several patrons or consumers; and

WHEREAS, for purposes of this Agreement hereafter set forth, the ten-foot strip of land which shall be deemed occupied by the pipeline, lying five feet on either side of the center of the pipeline, is hereafter referred to as the "Pipeline Location Strip";

NOW, THEREFORE, in exchange for the payment of consideration by Licensee, and performance of the conditions and covenants herein contained, SDG&E hereby grants a license, to Licensee to install and

maintain in the License Premises a pipeline for transportation of petroleum products and liquid fuels as approved by SDG&E as follows:

AGREEMENT

1. The License Premises consists of property owned by SDG&E in fee or in which SDG&E has an easement. The License Premises are located in both the counties of Orange and San Diego and are specifically set forth and described in Exhibit "A" attached hereto and incorporated herein by this reference.
2. SDG&E hereby agrees to license the License Premises to Licensee for a term of fifty (50) years commencing on October 1, 1985 and terminating at midnight on September 30, 2035, unless sooner terminated as herein provided.
3. This License is non-exclusive, personal to the Licensee, cannot be assigned or assumed without the written consent of SDG&E, which consent shall not be unreasonably withheld, and is valid for use of the Licensed Premises (in common with, but subordinate to, SDG&E) to install, construct, maintain, repair, relocate, and operate therein a 16 inch diameter petroleum products pipeline and appurtenances thereto, in the location and depth shown on Exhibit "B" attached hereto and incorporated herein by this reference. Licensee's use of the Licensed Premises shall be subordinate to the uses made by SDG&E and Licensee, when notified by SDG&E that its uses are in conflict with, or a burden upon, SDG&E's uses, shall expediently, at no cost

to SDG&E, take all action necessary to rectify the conflict or burden identified. In the event relocation of the pipeline is required, SDG&E will, if possible, provide Licensee with a suitable alternate location therefor within the License Premises, which shall be evidenced by an amendment to this License executed by the parties hereto.

4. Licensee shall compensate SDG&E for all rights granted to Licensee under this License in the following manner:

(a) Licensee shall pay to SDG&E the sum of 2200 dollars for the use of survey information and drawings of the License Premises furnished to Licensee by SDG&E.

(b) Licensee shall pay to SDG&E the sum of 4500 dollars representing the agreed proportion allocable to Licensee of the cost to SDG&E of acquiring the License Property and of physical and severance damages attributable to the installation of the pipeline.

(c) Licensee shall pay to SDG&E annual consideration based on the value and extent of the occupation by Licensee, which consideration shall be based on the following:

(i) For that portion of the License Premises owned in fee by SDG&E, the annual consideration, payable in advance, beginning on October 1, 1985, and due and payable on the first day of October each year thereafter shall be 15% percent of the current fair market value of

the land included within the Pipeline Location Strip. The fair market value of the fee-owned land of a cumulative 2.45 acres occupied shall, for the purposes hereof, be deemed to be \$55,000.00 dollars per acre and such value will be reviewed every ten years and the consideration adjusted accordingly. If at any time there should be assessments for public improvements chargeable to, or equitably allowable to, land occupied by the pipeline, such assessments will be paid by SDG&E and the value of said land for the purposes of computing such consideration shall be increased by the amount of such assessments.

(ii) For that portion of the License Premises in which SDG&E has an easement, the annual consideration, payable in advance beginning on October 1, 1985, and thereafter due and payable on the first day of October each year thereafter, shall be 15% percent of fifty percent of the current fair market value of the land included within the Pipeline Location Strip. Such fair market value of easement land of 17.54 acres shall, for the purposes hereof, be deemed to be \$55,000.00 dollars per acre and such value will be reviewed every ten years and the annual consideration adjusted accordingly.

(iii) The minimum annual consideration payable hereunder shall in any event not be less than \$92,565.00 dollars. In the event that the parties hereto shall fail to agree upon an adjusted fair market value upon which a revised consideration at the end of every ten years of the term hereof is to be computed, as contemplated by subsections (i) and (ii) above, the determination thereof shall be

submitted to a single neutral arbitrator (who shall be an appraiser holding an MAI designation) or, if the parties cannot agree on such a single arbitrator the matter shall be submitted to resolution before and pursuant to the rules of the American Arbitration Association who shall be responsible for selecting a single arbitrator (who shall be an appraiser holding an MAI designation). If the American Arbitration Association is required to handle the determination of adjusted value, the hearing thereon shall be held in the offices of the American Arbitration Association located at San Diego, California. All costs and fees for said arbitration shall be shared equally by the parties hereto.

5. Licensee's use of SDG&E's fee owned property and easements as set forth herein shall be confined to the installation, use, repair and maintenance of a single 16 inch diameter petroleum products pipeline and appurtenances thereto (the "pipeline"). Licensee shall pay all taxes and assessments applicable to the installation, use and maintenance of the pipeline. Licensee shall indemnify, defend and hold harmless SDG&E from and against any and all liens, charges, and claims of whatever nature resulting from the installation of said pipeline. Licensee does not have the permission of SDG&E to place any additional equipment upon or in the License Premises or in any other SDG&E fee owned or easement property, except as set forth herein, or in that other certain Agreement dated November 12, 1962, between the parties hereto granting the right to install, construct, maintain, repair, relocate and operate the 10-inch pipeline described therein.

6. If in SDG&E's sole judgment, Licensee's pipeline interferes with present SDG&E facilities or the installation of additional SDG&E facilities within the License Premises, and such interference could be remedied by rearranging or rerouting Licensee's pipeline, SDG&E shall notify Licensee of the rearrangement or reroute required. Should Licensee desire to continue the use of the License Premises, Licensee shall within a reasonable time after notice from SDG&E of any such conflict make such rearrangement or rerouting at its cost and expense and per SDG&E's specifications. In the event relocation of the pipeline is required, SDG&E will, if possible, provide Licensee with a suitable alternate location therefor within the License Premises, which shall be evidenced by an amendment to this License executed by the parties hereto. Licensee shall carry out said responsibility within a reasonable time and with all due diligence.

7. Licensee agrees as a condition of this License to obtain from public authorities and private owners of real property any and all permits, easements, licenses, franchises or grants necessary for the lawful exercise of the permission given herein by SDG&E for the use by Licensee of the License Premises. As a material consideration for the permission given by this License, Licensee shall to the extent reasonably possible, submit to SDG&E evidence of compliance with the foregoing requirements prior to or at the time of construction and installation of Licensee's pipeline. Licensee hereby agrees to indemnify, hold harmless, and defend SDG&E from all claims, causes of action, damages, costs, and attorneys fees

incurred by SDG&E due to claims or legal actions instituted by property owners whose property is affected by the installation and/or use of the pipeline. Nothing herein shall be deemed to grant to Licensee any license, easement, assignment, lease, sublease, transfer or conveyance except for a license to install, use, operate, maintain and repair a sixteen (16) inch pipeline and appurtenances thereto in the License Premises.

8. Licensee will, in the construction, maintenance, and use of its pipeline use its best efforts to protect and maintain good public relations between SDG&E and tenants and property owners adjacent to the License Premises.

9. Licensee will, after construction of the pipeline, restore the License Premises to the satisfaction of SDG&E and/or the underlying fee owners, free and clear of liens in connection with the work done, and will furnish to SDG&E copies of releases of liens, if any, upon the completion of the work.

10. SDG&E may assign one full-time inspector with motor vehicle for each area of construction work for the purpose of inspecting the work during the pipeline construction period. The customary salary of said inspector or inspectors and automotive expenses during the period of construction will be paid by Licensee upon receipt of verified statements therefor.

11. Should the California Public Utilities Commission ("CPUC") or SDG&E determine that Licensees' use of the License Property is inconsistent with SDG&E's operation, practices, and/or service to its patrons or consumers, Licensee shall either relocate or terminate its use, as determined by SDG&E or the CPUC. In the event Licensee permanently abandons the pipeline, it will, at SDG&E's option, remove or leave the pipeline in place. Licensee shall give prompt written notice of such abandonment to SDG&E, and shall execute and record a reconveyance and release of this License and all rights hereunder, whereupon this License shall be thereby terminated.

12. Notices to be given under the License shall be deemed validly given if placed by either party in the United States mail, postage prepaid, certified, return receipt requested, and addressed as follows, or if personally delivered in writing to the party to be notified at its said respective address.

"SDG&E"
San Diego Gas & Electric Company
Attn: Manager, Land & Environmental Dept.
P.O. Box 1831
San Diego, CA 92112

"Licensee"
San Diego Pipeline Co.
610 So. Main St.
Los Angeles, CA 90014

The address to which notices or communications may be given by either party hereto may be changed by written notice given by such party to the other, pursuant to this paragraph.

Except in emergency, Licensee shall be given written notice of any construction or excavation to be performed in or upon the

Pipeline Location Strip a minimum of five (5) working days prior to commencement of work, and shall be given immediate actual notice by the promptest means available of any emergency work to be performed; said notice shall be directed or given to Licensee's District Superintendent, addressed as follows:

District Superintendent
San Diego Pipeline Company
Colton Terminal
2359 South Riverside Avenue
Bloomington, California 92316
(714) 877-2373 [or 2374]

Pipeline is to be exposed by hand in the presence of Licensee's representative prior to use of power equipment for excavation on the Pipeline Relocation Strip to the extent necessary to locate actual position of the pipeline.

13. No trailers or house trailers shall be parked in or on the License Premises. No storage parking shall be allowed on the License Premises unless specifically allowed elsewhere in this License. Licensee shall not live or reside on and shall not permit anyone, including its agents, servants, employees, contractors or any third person whatsoever, to live or reside on the License Premises. Licensee shall (a) at all times keep the Pipeline Location Strip clean, and free from rubbish, public nuisances, weeds, brush, flammable materials, growth, debris, and waste, and in a condition satisfactory to Licensor, and (b) shall guard against erosion or fires occurring upon the Licensed Premises.

14. Licensee's use of the License Premises shall not interfere or conflict with SDG&E's use and/or ownership of the License Premises, and SDG&E shall at all times have the right to enter and use the License Premises for any purpose, including, but not limited to installation and maintenance of facilities and equipment at such locations and at such elevations as SDG&E may or in the future deem advisable. Licensee accepts the License Premises subject to the foregoing and agrees that SDG&E shall not be responsible or liable to Licensee for any injury to or destruction of any property of Licensee or others using the License Premises caused by the installation, maintenance or repair of SDG&E's facilities on the License Premises, except as may be otherwise set forth herein.

15. The nature of Licensee's rights hereunder is a license, as hereinbefore defined. Licensee shall prevent any and all liens from attaching as a result of Licensee's activities hereunder to any property of SDG&E in which any of Licensee's pipeline is installed. Nothing in this License shall create any special relationship between SDG&E and Licensee, such as an agency relationship, but the parties shall have only the relationship of independent contracting parties. Except as otherwise provided herein, Licensee shall not use or refer to in its business dealings with others, the words and marks "SDG&E", "SAN DIEGO GAS & ELECTRIC", or any other words and marks owned by or used by SDG&E in identifying itself or by others in referring to it, without specific written permission from SDG&E to do so except as is reasonable and appropriate in order to carry out the purposes for which the within license is granted.

16. In constructing, using, and repairing its facilities, Licensee shall exercise special precautions to avoid Licensee's causing damage to the facilities of SDG&E and others; and Licensee shall be fully responsible for any and all loss from such damage, including damages for loss of use and liability for consequential damages. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities. SDG&E reserves the right to make licenses to others not inconsistent with the rights of Licensee under this License and applicable law.

17. SDG&E shall have the right to inspect each installation of Licensee's pipeline and to make inspections as often as conditions may warrant. Such inspections, whether made or not, shall not relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.

18. Licensee shall comply with all laws, ordinances, codes, zoning ordinances, and regulations of any Federal, State, local or other public body or agency validly exercising jurisdiction over the License Premises. Licensee shall maintain the Pipeline Location Strip and any Licensee's improvements according to applicable zoning, environmental and other standards, including, but not limited to water, air and noise standards, set by such bodies or agencies. The failure of Licensee to maintain the Pipeline Location Strip and any Licensee's improvements according to such standards, shall be construed as a breach of this License. Licensee after written notice of such failure shall promptly and efficiently as

reasonably possible do any acts necessary to bring its pipeline and improvements on the License Premises into compliance with such standards and improvements into compliance with such standards. Licensee agrees to repay SDG&E for all costs, including but not limited to consulting, engineering, construction and legal costs incurred by SDG&E in abating a violation of such standards, protecting against a threatened violation of such standards and paying any fine or assessment levied as a result of violation of such standards. Licensee shall further indemnify and hold harmless Licensor from any claim, loss, damage or injury, including any fines or penalties assessed by any agency, body or court, resulting from any violation of such standards in connection with Licensee's use of the License Premises and improvements, whether such claim, loss, damage or injury arises in whole or in part from the negligence of SDG&E except if resulting from the sole negligence or willful misconduct of SDG&E. Licensee shall, at its cost, undertake to respond to all such claims.

19. Licensee acknowledges and expressly agrees that there are or may be high voltage lines, towers, poles, underground electric ducts, cables, wires, and high pressure gas or oil pipelines, valves and facilities, situated on, in or near the License Premises which are used by SDG&E or its licensees in the regular course of business. Licensee for itself, its agents, employees, independent contractors, invitees, licensees, permittees, and the agents and employees of each hereby assumes all risks, including those of an extra-hazardous nature, of injury to persons and damage to property

arising out of construction, use, or maintenance of the pipeline. Licensee for itself and for each of the above described persons hereby waives and releases SDG&E from all liability as set forth above. The foregoing assumption of risk is in favor of SDG&E only, and does not create any liability to third parties which would not have existed in the absence of the foregoing paragraph.

20. Licensee agrees to indemnify and hold SDG&E, its officers, employees, or agents harmless from and against any and all demands, claims, suits, costs of defense, attorneys' fees, witness fees, including expert witness fees, liability, loss, costs, obligations or other expenses for damage to property, or for injury to or death of any persons, in any manner arising from (a) Licensee's use, maintenance, presence on or occupation of the License Premises, or invasion of adjacent property, (b) the presence of Licensee's facilities upon the License Premises, or (c) any act or omission of Licensee, its employees, agents or licensees during construction, maintenance, or use of the License Premises. This indemnification and hold harmless shall be fully enforceable regardless of whether SDG&E contributes to any damage, liability or claim unless such was caused by the sole negligence or willful misconduct of SDG&E.

21. Licensee shall, at its own expense, secure and maintain in effect during the life of this License insurance coverages as described herein, in amounts not less than the minimum limits specified, to protect SDG&E and Licensee from claims or liabilities in any way arising out of the ownership, maintenance or use of the

pipeline: (a) Workers' Compensation Insurance and Employer's Liability Insurance in accordance with statutory requirements and limits, including U.S. Longshoremen's and Harbor Workers' Compensation Act coverage, where applicable, (b) Comprehensive General Liability Insurance to include products-completed operations, automobile liability, explosion, collapse and underground liability and contractual liability coverage for liability assumed by Licensee under this License with limits of not less than \$1,000,000 each occurrence for bodily injury and property damage combined. Such liability insurance shall name SDG&E as additional insured, shall contain a severability of interest or cross liability clause and shall be primary for all purposes. Certificates of insurance evidencing the coverages and provisions required in (a) and (b) above shall be furnished to SDG&E prior to any use of the License Premises by Licensee and shall provide that written notice be given to SDG&E at least thirty (30) days prior to cancellation or reduction of any coverage. Licensee agrees, at request of SDG&E, to increase the limits of insurance to meet the limits then required by SDG&E for similar licenses of this type. The provisions of this paragraph shall not in any way limit any of Licensee's other obligations or liabilities under this License.

22. Except as permitted by this License and prior written Agreement above-mentioned, Licensee shall not place, install, maintain, or allow any combustible materials, buildings, structures, or other improvements upon the License Premises and shall not cause or allow the surface elevation therein to be changed in any way whatsoever.

23. If either party hereto commences any legal action or proceeding against the other by reason of the alleged failure of the other to perform under this License, the party prevailing in said action or proceeding shall be entitled to recover, in addition to court costs, a reasonable attorney's fee to be fixed by the court. Such recovery shall include court costs and attorney's fees on appeal, if any. As used herein, "the party prevailing" means the party in whose favor final judgment is rendered.

24. If the whole or any part of the Pipeline Location Strip shall be taken by any public or quasi-public authority under the power of eminent domain for uses not compatible with the continuance of the rights and privileges herein granted to the Licensee, this License shall cease as to that part so taken from the day possession of that part shall be required for such public purpose. On or before that day, Licensee shall elect in writing either to cancel this License or to continue as to the remainder of the License Premises under the terms herein provided. If Licensee elects to continue, the consideration paid by Licensee for all subsequent years of this License shall be reduced by a percentage equivalent to the percentage the Pipeline Location Strip was reduced in area by the taking. All damages awarded for such taking shall belong to and be the property of SDG&E, with the exception that in the event Licensee should not be allowed to remove any fixtures or other personal property as provided by the terms of this License, then Licensee shall receive that portion of the award, paid to SDG&E, which shall represent the value of Licensee's property so retained.

25. SDG&E's waiver of any one or more of the covenants, conditions, or agreements of this License shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, conditions, or agreement of this License. SDG&E's failure to require or exact full and complete compliance with any of the covenants, conditions, or agreements of this License shall not be construed as changing the terms hereof, and such failure shall not stop SDG&E from enforcing the full provisions hereof. The terms of this License shall be amended only in writing by SDG&E and Licensee.

26. It is mutually agreed that time is of the essence of each and all of the terms and provisions of this License.

27. Notwithstanding any other provisions to the contrary, this License is expressly conditioned upon the right of SDG&E to commence or resume the use of the property whenever in the interest of its service to its patrons or consumers it shall appear necessary or desirable to do so, as provided by General Order 69-B or any revision thereof or amendment thereto, of the Public Utilities Commission of the State of California.

28. Upon termination of this License, at SDG&E's option Licensee shall leave the pipeline buried in place or shall remove it from the License Premises, together with all related structures, facilities, equipment, and personal property of whatever nature belonging to Licensee and return the affected portion of the License Premises to

the condition in which it was in immediately prior to commencement of such removal.

29. SDG&E reserves the right to audit any books, records, receipts, purchase orders, settlements and other documentation and supporting information relating to this Agreement. Any such audit(s) shall be undertaken by an employee of SDG&E or its contracted representative(s). Licensee agrees to fully cooperate with any such audit(s).

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

31. If any part, paragraph or provision of this Agreement should be invalid, then all the remaining parts, paragraphs and provisions shall continue to be fully effective.

WHEREFORE, the parties hereto have caused their duly appointed and authorized officers to execute this License as of the date first set forth above.

"LICENSEE"

San Diego Gas & Electric Company,
a California corporation

By *D. E. Felsinger*

Title Vice President

SAN DIEGO GAS & ELECTRIC CO.

A. P. 1513 Review Completed

Date: 10/2, 19 85

L. Figueroa

Document Coordinator

Document Review No. 85-0295

San Diego Pipeline Company,
a California corporation

By *[Signature]*

Title Manager - Special Projects

(O-86-29)

ORDINANCE NUMBER O- 16512 (NEW SERIES)

ADOPTED ON SEP 30 1985

AN ORDINANCE AMENDING ORDINANCE NO. 8760 AND ORDINANCE NO. 10955 (NEW SERIES) AND ORDINANCE NO. 12462 (NEW SERIES), RELATING TO THE GRANTING OF A NON-EXCLUSIVE PIPELINE FRANCHISE TO SAN DIEGO PIPELINE COMPANY FOR A PERIOD OF FORTY YEARS TO INSTALL, CONSTRUCT, MAINTAIN AND OPERATE A PIPELINE FOR THE TRANSPORTATION OF REFINED PETROLEUM PRODUCTS AND OTHER HYDROCARBON SUBSTANCES IN CERTAIN CITY STREETS OF AND WITHIN THE CITY OF SAN DIEGO.

WHEREAS, San Diego Pipeline Company (SDPC) was awarded a franchise by The City of San Diego on November 27, 1962, for forty (40) years, which covers approximately 11.6 miles of fuel pipeline facilities in public streets, and as amended by Ordinance No. 10955 (New Series), on November 21, 1972, which covers approximately 195 feet in relocation, and as amended by Ordinance No. 12462 (New Series) required by the City's vacation of a portion of Kearny Villa Road and SDPC's consequent relocation into the new alignment of Kearny Villa Road and Aero Drive; and

WHEREAS, due to the existing pipeline system's insufficient capacity to deliver adequate quantities of refined petroleum products and other hydrocarbon substances to an expanding market, it is necessary to construct an additional pipeline, 16-inch in diameter, and it is necessary in order to construct said pipeline that an addition to the franchise area is required; and

WHEREAS, the addition to the franchise will consist of the crossings of streets and/or roads of and within the City of San

Diego, listed hereafter, within the general pipeline route as identified in Exhibit I to this amendment, attached hereto; and

WHEREAS, the following streets and/or roads within the boundaries of The City of San Diego will be crossed: Via De La Valle, El Camino Real, Black Mountain Road, Carmel Valley Road, El Camino Real (a second crossing), Sorrento Valley Boulevard, Lusk Boulevard, Water Ridge Circle, Water Ridge Vista Drive, Mira Mesa Boulevard, Carrol Canyon Road, Eastgate Mall Road and Miramar Road, said points of crossing as described in Exhibit I, attached hereto, with the length of the pipeline within these streets and/or roads being approximately 1300 feet; and

WHEREAS, annual compensation for this additional pipeline will be computed as presented in Section 22 of Ordinance 8760; and

WHEREAS, all costs relating to the construction will be borne by the San Diego Pipeline Company, NOW, THEREFORE,

BE IT ORDAINED, by the Council of The City of San Diego, as follows:

Section 1. That Ordinance No. 8760 and Ordinance No. 10955 (New Series) and Ordinance No. 12462 (New Series), be and are hereby amended by adding to Appendix A thereto the legal description attached hereto as Exhibit I to incorporate within the franchise area the crossings of those certain streets and/or roads of and within the City of San Diego within the legal description as set forth in said Exhibit I.

Section 2. This ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: John W. Witt, City Attorney

By *C. M. Fitzpatrick*
C. M. Fitzpatrick
Assistant City Attorney

CMF:js:422
8/19/85
Or.Dept:Prop.
O-86-29
Form=o.none

5/31/85

CITY OF SAN DIEGO

EXHIBIT I

LEGAL DESCRIPTION

SAN DIEGO PIPELINE COMPANY

The following is a general description of the proposed San Diego Pipeline Company (SDPC) 16-inch pipeline route in The City of San Diego. It should be noted that in part the distances and bearings have been scaled and therefore are approximate.

The route of the pipeline in The City of San Diego will parallel the existing 10-inch SDPC pipeline, as previously described in Appendix A of Ordinance 8760 and in Exhibit I of Ordinance No. 10955 (New Series) and Ordinance No. 12462 (New Series), from its entrance into the City north of Via De La Valle to its termination at the Miramar Naval Air Station east of Interstate Highway 805 and State Highway 52, except in Section 5, Township 15 South, Range 3 West, where the pipeline will be located upon the existing San Diego Gas & Electric (SDG&E) easement, said easement in a northwesterly to southeasterly alignment with the existing 10-inch pipeline location both northwesterly in Section 32, Township 14 South, Range 3 West, and southeasterly in Section 5, Township 15 South, Range 3 West.

The crossings to streets and roads constituting the portion subject in franchise of the above-described route consists of crossings of the following:

Via De La Valle
El Camino Real
Black Mountain Road
Carmel Valley Road
El Camino Real (a second crossing)
Sorrento Valley Boulevard
Lusk Boulevard
Water Ridge Circle
Water Ridge Vista Drive
Mira Mesa Boulevard
Carrol Canyon Road
Eastgate Mall Road
Miramar Road

SEP 30 1985

Passed and adopted by the Council of The City of San Diego on _____
by the following vote:

Councilmen	Yeas	Nays	Not Present	Ineligible
Bill Mitchell	☒	☐	☐	☐
Bill Cleator	☒	☐	☐	☐
Gloria McColl	☒	☐	☐	☐
William Jones	☒	☐	☐	☐
Ed Struiksma	☒	☐	☐	☐
Mike Gorch	☒	☐	☐	☐
District '7	☐	☐	☐	☐
Uvaldo Martinez	☐	☐	☒	☐
Mayor Roger Hedgecock	☒	☐	☐	☐

VACANT

AUTHENTICATED BY:

ROGER HEDGECOCK

Mayor of The City of San Diego, California.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California.

(Seal)

By Maybell L. Portecover, Deputy.

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

SEP 16 1985

SEP 30 1985

_____, and on _____

~~I FURTHER CERTIFY that said ordinance was read in full prior to its final passage.~~

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California.

(Seal)

By Maybell L. Portecover, Deputy.

Office of the City Clerk, San Diego, California

Ordinance
Number

0-16512

Adopted

SEP 30 1985

R/W 97/103

ASSESSORS No.

STATE OF CALIFORNIA

COUNTY San Diego

The Undersigned (hereinafter called GRANTOR, whether one or more) for and in consideration of the sum of TEN THOUSAND DOLLARS (\$10,000) cash in hand paid, the receipt of which is hereby acknowledged, does hereby grant permission unto San Diego Pipeline Company (hereinafter called GRANTEE) to enter upon and use for the purposes herein set forth a strip of land not exceeding fifty (50) feet in width across property owned by the GRANTOR situate in San Diego County, State of California and being composed of:

Los Penasquitos Canyon Preserve: a portion of the West one half of the Section 32, Township 14 South, Range 3 West, S.B.B.M.

DOCUMENT NO. RR-264075FILED SEP 16 1985OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

The GRANTEE agrees to enter upon the above described strip of land only for the purposes of surveying, constructing, and/or inspecting a pipeline which it may construct within the right of way of San Diego Gas & Electric Company on the above described property of the GRANTOR aforesaid.

This grant shall continue and remain in full force and effect until completion of the works of the GRANTEE in connection with the laying down of said pipeline, including backfill, cleanup operations and testing incidental thereto, and shall thereafter ipso facto terminate and be of no further force or effect. Revegetation to be accomplished in accordance with the Attached Exhibit "A".

The GRANTEE agrees to pay for all damages caused by its operations hereunder to improvements now on said lands and to growing crops, fences, landscaping and livestock of the GRANTOR on said land.

The terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors in title and legal representatives of the parties hereto.

WITNESS the execution hereof on this _____ day of SEP 16 1985, 1985.

WITNESSES:

The City of San Diego

Anita K. Wilson
Deputy City Clerk

The City of San Diego

Daryl Murphy
ASSISTANT TO THE CITY MANAGER

-R-264075

Approved as to form and legality

this 16th day of Sept, 1985

JOHN W. WITT, City Attorney

By [Signature]
Assistant City Attorney

EXHIBIT "A"

HYDROSEED MIX FOR SAN DIEGO PIPELINE PROJECT
CROSSING LOS PENASQUITOS CANYON*

<u>Grass species</u>	<u>pounds/acre</u>
1. <u>Bromus mollis</u>	20
2. <u>Festuca megalura</u> 'Zorro'	8
3. <u>Trifolium hirtum</u> 'Hykon'	15
4. <u>Schismus species</u>	2
5. <u>Ehrharta calycina</u>	<u>1</u>
TOTAL	46

(*For the best results, the hydroseed mix should be applied in the early winter months (October - November.)

A Landscape Maintenance Agreement shall be implemented to ensure the successful revegetation of the disturbed area. The following maintenance program has been agreed to by the San Diego Pipeline Company.

The Planning Department and Park and Recreation Department will be informed in writing of the date of which the hydroseed mix has been applied. The Planning Department and Park and Recreation Department will review the project on an annual basis. Upon review, the City staff will make recommendations, if necessary, to ensure the proper revegetation of the area. One hundred percent coverage of the area disturbed during pipeline construction is required before the applicant is relinquished of their responsibilities for revegetation of the project area.

Property
Ferraro
503

(R-86-312)

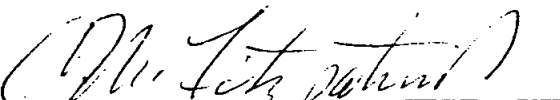
RESOLUTION NUMBER R- 264075

ADOPTED ON SEP 16 1985

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, a Working Rights Agreement with SAN DIEGO PIPELINE COMPANY to enter upon and use a portion of an easement within the Los Penasquitos Canyon Preserve, under the terms and conditions set forth in the Working Rights Agreement on file in the office of the City Clerk as Document No. RR- 264075 .

BE IT FURTHER RESOLVED, that it be, and it is hereby certified, that the information contained in NEGATIVE DECLARATION EQD No. 85-0381, in connection with San Diego Pipeline Company to enter upon and use a portion of an easement within the Los Penasquitos Canyon Preserve, on file in the office of the City Clerk, has been completed in compliance with the California Environmental Quality Act of 1970, as amended, and the State guidelines thereto, and that said Report has been reviewed and considered by this Council.

APPROVED: John W. Witt, City Attorney

By 
C. M. Fitzpatrick
Assistant City Attorney

CMF:js:422
8/19/85
Or.Dept:Prop.
R-86-312
Form=r.auagr

NOTICE OF DETERMINATION

TO: ☒ County Clerk
County of San Diego
220 W. Broadway
San Diego, California 92101

FROM: City of San Diego
City Administration Building
202 "C" Street
San Diego, CA 92101

Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, California 95814

EQD Number: 85-0381 State Clearinghouse Number: _____
(If submitted to Clearinghouse)

Project Title: San Diego Pipeline

Project Location: proposed route would enter the City of San Diego just north of Via de la Valle, cross the San Dieguito River Valley, Los Penasquitos Preserve, Carroll Canyon, and terminate at Miramar Naval Air Station street crossing.

Project Description: Franchise Amendment, Working rights agreement, and Hillside Review Permit to replace an existing 10-inch pipeline with a 16-inch pipe for transportation of refined petroleum products from Norwalk to San Diego.

This is to advise that The City of San Diego City Council on
September 16, 1985 (Decision-making Body)
(date) approved the above described project and made the following determinations:

1. The project in its approved form will, ☒ will not, have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project and certified pursuant to the provisions of CEQA.
- x A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.

The EIR or Negative Declaration and record of project approval may be examined at the address above.

3. Mitigation measures ☒ were, were not, made a condition of the approval of the project.
4. Findings were, ☒ were not, made pursuant to CEQA.
5. A statement of Overriding Considerations was, ☒ was not, adopted for this project.

Date Received for Filing: _____ Ellen Bovard
Signature

Deputy City Clerk
Title

CHF

CLERK'S FILE COPY 52

OCT 16 1978

ORDINANCE NO. 12462
(New Series)

O. 79-53) N/F

~~AN ORDINANCE AMENDING ORDINANCE NO. 8760 (NEW SERIES) AND CONSTITUTING THE SECOND AMENDMENT TO ORDINANCE NO. 8760 (NEW SERIES), RELATING TO THE GRANTING OF A NON-EXCLUSIVE PIPELINE FRANCHISE TO SAN DIEGO PIPELINE COMPANY FOR A PERIOD OF FORTY YEARS TO INSTALL, CONSTRUCT, MAINTAIN AND OPERATE A PIPELINE FOR THE TRANSPORTATION OF REFINED PETROLEUM PRODUCTS AND OTHER HYDROCARBON SUBSTANCES IN CERTAIN CITY STREETS OF AND WITHIN THE CITY OF SAN DIEGO.~~

WHEREAS, San Diego Pipeline Company was awarded a franchise by The City of San Diego on November 27, 1962, for forty (40) years, which covers approximately 11.6 miles of fuel pipeline facilities in public streets; and

WHEREAS, said franchise was amended by Ordinance No. 10955 (New Series) on November 21, 1972; and

WHEREAS, due to the ~~relocation of Kearny Villa Road~~ it is necessary to amend said franchise again ~~to relocate certain fuel pipeline facilities~~ as more clearly set forth on ~~Exhibit II attached~~ hereto and by this reference made a part hereof; and

WHEREAS, all costs relating to this proposed relocation will be borne by San Diego Pipeline Company; NOW, THEREFORE,

BE IT ORDAINED, by the Council of The City of San Diego, as follows:

Section 1. That Ordinance No. 8760 (New Series) be and it is hereby amended by adding to Appendix A thereto the legal description attached hereto as Exhibit I to ~~incorporate within the franchise area that portion of realigned Kearny Villa Road and Aero Drive and eliminate from the franchise area that portion of~~

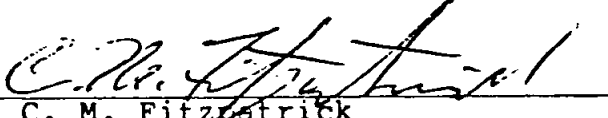
Kearny Villa Road which has been vacated, all as more clearly set forth on Exhibit II attached hereto and by this reference made a part hereof.

Section 2. This ordinance shall take effect and be in force on the thirtieth day from and after its passage.

EFF 11/15/78

APPROVED: JOHN W. WITT, City Attorney

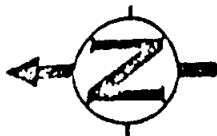
By


C. M. Fitzpatrick
Senior Chief Deputy

CMF:vl:422

9/8/78

Or. Dept.: Eng. & Dev.



MONTGOMERY FIELD
CITY AIRPORT

STA. EQUA. $\frac{5790+50 \text{ A.H.}}{5795+27 \text{ B.K.}}$

TIE-IN 5795+07 5790+35 VENT

1,343' OF EXISTING 10 3/4" O.D. x .219" W.T. SLX-52 PIPE TO BE PURGED
WITH WATER & ABANDONED IN PLACE

KEARNY VILLA RD. (ABANDONED)

1,820' OF NEW 10 3/4" O.D. x .219" W.T. SLX-52
PIPE TO BE INSTALLED

5776+02 VENT
5776+07 TIE-IN

KEARNY VILLA RD.

970'

2.5'

850'

2.5'

TWO 45°-10'R. SHOT BENDS
10 3/4" O.D. x .219" W.T. API SLX-42

DRIVE

AERO

AERO CT

EXHIBIT II

NOV 27 1962

AN ORDINANCE OF THE CITY OF SAN DIEGO GRANTING
TO SAN DIEGO PIPELINE COMPANY
A NON-EXCLUSIVE PIPELINE FRANCHISE FOR A PERIOD
OF FORTY YEARS TO INSTALL, CONSTRUCT, MAINTAIN,
AND OPERATE A PIPELINE FOR THE TRANSPORTATION
OF REFINED PETROLEUM PRODUCTS AND OTHER HYDRO-
CARBON SUBSTANCES IN CERTAIN CITY STREETS OF AND
WITHIN THE CITY OF SAN DIEGO.

BE IT ORDAINED, by the Council of The City of San Diego, as
follows:

Section 1. The Council of The City of San Diego does hereby
determine and declare that after favorable recommendations thereon
have been made and filed by the City Manager and the City Clerk of said
City, and after public hearings have been held pursuant to published
notice, and after free and open competition has been conducted after
publication of notice, that the public necessity and interest of said City
and its inhabitants require that said City Council shall grant to _____
SAN DIEGO PIPELINE COMPANY, a non-
exclusive franchise to install, construct, maintain and operate a pipeline
in certain City streets of and within The City of San Diego for the trans-
portation of refined petroleum products and other hydrocarbon substances,
but expressly excepting and excluding propane, butane, natural gas and
other gases for a period of forty (40) years commencing on the ^{6th}~~28th~~ day
of January, ¹⁹⁶³~~December~~, 1962, and ending on the ^{5th}~~28th~~ day of January,
²⁰⁰³~~19 2002~~, upon the terms and subject to the conditions and restrictions in
this ordinance as hereinafter stated.

Section 2. That said Council does further determine and declare that
pursuant to its Resolution No. 173251, adopted October 30,
1962, publication, notice and advertisement of intention to grant such non-
exclusive franchise and inviting sealed bids thereon as provided for in said
resolution was duly and regularly made and published for the time and in
the manner as in said resolution and under the Charter of said City as
provided.

Section 3. That said Council further determines and declares that after said advertisement duly and regularly published as required by law, said Council, in open, regular session received, opened and considered bids for said franchise; extended opportunity to responsible persons, firms and corporations to bid for such franchise, as provided by law, and said notice inviting sealed bids, and full opportunity having been given to increase the amount of sealed bids received, and it appearing that the highest bid received was in the sum of One Thousand Dollars (\$ 1,000.00), said non-exclusive franchise was thereupon by said Council awarded, sold and granted to said SAN DIEGO PIPELINE COMPANY; that SAN DIEGO PIPELINE COMPANY has deposited with said City, within the time required by law, the total sum aforesaid in lawful money of the United States; that said SAN DIEGO PIPELINE COMPANY has filed with the said Council a bond in the sum of Five Thousand and No/100 Dollars (\$5,000.00), with good and sufficient sureties satisfactory to said Council, running to said City, as required hereafter in the provisions of Section 23.

Section 4. DEFINITIONS.

Whenever in this ordinance the words or phrases hereinafter in this section defined are used, they shall have the respective meanings assigned to them in the following definitions (unless, in the given instance, the context wherein they are used shall clearly import a different meaning):

COUNCIL: The Council of The City of San Diego.

FRANCHISE PROPERTY: All property placed by the Grantee in a street under authority of this franchise.

CITY ENGINEER: The City Engineer of The City of San Diego.

CITY MANAGER: The City Manager of The City of San Diego.

CITY CLERK: The City Clerk of The City of San Diego.

GRANTEE: The person or corporation to whom this franchise is granted by the Council, or any person or corporation to which it

may thereafter be lawfully transferred and which has filed with City Clerk an acceptance as provided in Section 8(a) and bond referred to in Section 23.

PRIMARY STREET: A street designated as a State Highway, freeway, expressway, prime arterial, 4-lane collector street, or major street by the City Engineer at the time of installation or replacement of pipeline therein.

NOMINAL INTERNAL DIAMETER: The inside diameter of pipe expressed in inches to the nearest integer, or to the next integer above a half-inch dimension.

PIPELINE CODE: "The American Standard Code for Pressure Piping" in its latest revision; or in the event it should be abolished, such other appropriate code or standard as the City Engineer may designate.

STREET: Street shall mean any public street or highway under the jurisdiction of the City of San Diego now or hereafter dedicated within the City of San Diego.

FRANCHISE GRANT

Section 5. NATURE AND EXTENT OF GRANT.

The non-exclusive franchise hereby granted by the City authorizes Grantee, subject to the provisions herein contained, to install, construct, maintain and retain in streets below the surface of said streets at a grade or level determined by the City Engineer to be in accordance with standard requirements and specifications relating to "utility uses of the street" one pipeline having nominal internal diameter of not more than ten and three-quarters (10-3/4) inches along the route described in Appendix "A" to Section 6 hereof and such additional pipeline or lines as may be authorized by ordinance hereafter and as shall be more specifically described in subsequent appendices hereto, and such replacements of pipe as may be authorized in accordance with the provisions of Section 7 or Section 19, all for the purpose of the transportation of refined petroleum products and

other hydrocarbon substances, but expressly excepting and excluding propane, butane, natural gas and any other hydrocarbon substances primarily in gaseous form at standard temperature and pressures, and to install, construct, replace, reconstruct, repair, maintain, retain and use in streets, manholes and valves, connections, cathodic protection equipment, and other properties appurtenant to such pipeline.

Section 6. DESIGNATION OF PIPELINES.

(a) The pipelines referred to in Section 5 hereof are as more specifically referred to in Appendix "A" attached hereto and made a part hereof and such additional pipeline or lines as may be authorized by ordinance hereafter and as shall be more specifically described in subsequent appendices hereto.

(b) Authorization to install or construct the properties enumerated in this franchise shall expire to the extent not exercised by the Grantee two (2) years after the effective date hereof, subject to the provisions of Section 7 entitled "Installations of, Replacement of, and Additions to Franchise Properties" and to Section 19.

(c) Where Appendix "A" has reference to the construction, operation and maintenance of a pipeline other than in dedicated public streets of the City of San Diego (such as property owned by private individuals or property owned by the City of San Diego in another municipal capacity), special permission must be obtained from the City of San Diego together with additional compensation for that permission or from the owner of the property if other than the City.

Section 7. INSTALLATIONS OF, REPLACEMENT OF, AND ADDITIONS TO FRANCHISE PROPERTIES.

(a) Upon application to the City Engineer by Grantee for approval of the installation of or the replacement of existing pipeline as contemplated by Section 5 hereof and/or additional pipeline or lines and incidental facilities within the streets designated in Appendix "A", the City Engineer may deny such application or may grant such approval upon such conditions as the City Engineer may prescribe. The granting of any application approving

the installation of additional or lateral pipeline or lines and incidental facilities thereto within street routes not contained in Appendix "A" on the effective date of this franchise grant shall be by additional ordinances amending this ordinance. The City Engineer may also approve, upon the Grantee's application, a substitute street route for one to be relinquished or temporarily rendered inoperative pursuant to any provision of Section 21. Properties installed, constructed, maintained and retained pursuant to any authorization of the City Engineer shall be subject to all of the provisions of this franchise and to any additional conditions relating to construction, specifications, protective or sectionalizing facilities, testing or operation that may be prescribed by such authorization.

(b) The Grantee shall, upon making application as provided in Section 7(a) above, make a deposit to a trust fund account to cover the City's expenses and costs of processing and approving the plans and inspection of the work. The amount of said deposit shall be established by the City Engineer and shall be based on his estimate of the processing and inspection costs; provided, however, if said deposit is insufficient to cover the actual costs of the City, the Grantee shall make additional deposits with the City to cover the actual processing and inspection costs. Any portion of said deposit in excess of the actual costs of processing and inspection shall be returned to the Grantee.

(c) Upon addition to the City of any area in which the Grantee retains a pipeline in any street, the Grantee shall submit to the City Engineer an inventory of all properties involved, whether authorized by franchise or prior right, including principal specifications of pipe and maps showing locations of property with respect to street lines.

Section 8. DURATION OF GRANT.

(a) This franchise shall be effective on the thirty-first (31st) day after the publication of the enacting ordinance; provided the Grantee has filed with the City Clerk, within twenty (20) days after such date of publication, a written instrument, addressed to the Council, accepting this franchise

and agreeing to comply with all of the provisions hereof.

(b) This franchise shall expire forty (40) years after the effective date hereof unless sooner terminated, by ordinance, in the event (a) the Grantee fails to comply with any provisions hereof; (b) any provision hereof becomes invalid or unenforceable and the Council expressly finds that such provision constituted a consideration material to the grant of this franchise; or (c) the City acquires the property of the Grantee, as provided in the Charter of the City; provided, however, that the Grantee shall be given thirty (30) days notice of any termination proceedings.

(c) Notwithstanding any other provisions herein contained, upon written notice given by the City or Grantee to the other not less than one (1) year prior to the twenty-fifth anniversary of the effective date hereof, the terms and conditions of this franchise for the final fifteen-year term thereof may be renegotiated as follows. Such renegotiation shall be directed toward effecting alterations in the terms and conditions of the franchise in order to reflect those technical and economic changes which have occurred during the interim period. In no event shall the renegotiated payments under the franchise exceed the sum of Five Hundred and No/100 Dollars (\$500.00) per mile. Should the City Council determine during renegotiations that continued operation of the pipeline by the Grantee is not in the public interest, then the Grantee shall, upon direction by the City Council, either cease operations of the pipeline permanently and, if further directed, remove all pipe from within city streets, or grant to the City all pipeline facilities within the City together with entitlement to transportation by the City of refined petroleum products and other hydrocarbon substances heretofore transported and in consideration of just compensation therefor.

CONSTRUCTION OF FRANCHISE

Section 9. INTERPRETATION.

Unless otherwise specifically prescribed herein, the following provisions shall govern the interpretation and construction of this franchise:

(a) The singular number includes the plural, and the plural number includes the singular.

(b) Time is of the essence of this franchise. The Grantee shall not be relieved of its obligation to promptly comply with any provision hereof

by any failure of the City to enforce prompt compliance with the same or any other provision.

(c) Any right or power conferred, or duty imposed upon any officer, employee or department of the City, is subject to transfer by operation of law to any other officer, employee, or department of the City.

(d) The Grantee shall have no recourse whatsoever against the City for any loss, cost, expense or damage, arising out of any provision or requirement of this franchise or the enforcement thereof.

(e) This franchise does not relieve the Grantee of any requirement of the City Charter or of any ordinance, rule, regulation or specification of the City, including, but not limited to any requirement relating to street work, street excavation permits, or the use, removal or relocation of property in streets.

Section 10. LIMITATIONS UPON GRANT.

(a) No privilege or exemption is granted or conferred by this franchise except those specifically prescribed herein.

(b) Any privilege claimed under this franchise by the Grantee in any street shall be subordinate:

(1) to any right now or hereafter exercised by the City of San Diego;

(2) to any right exercised pursuant to State Law by any "public utility" under the jurisdiction of the Public Utilities Commission of the State of California; and

(3) to any right exercised pursuant to any franchise now or hereafter granted by the City of San Diego to any "public utility" under the jurisdiction of the Public Utilities Commission of the State of California.

(c) This franchise is a privilege to be held in personal trust by the original Grantee. It cannot in any event be transferred in part, and it is not to be sold, transferred, leased, assigned, or disposed of as a whole, either by forced sale, merger, consolidation, or otherwise, without prior

consent of the City expressed by ordinance, and then only under such conditions as may be therein prescribed; provided, however, that no such consent shall be required for any transfer in trust, mortgage or other hypothecation, as a whole, to secure an indebtedness.

Section 11. RIGHTS RESERVED TO CITY.

There is hereby reserved to the City every right and power which is required to be herein reserved or provided by any provision of the Charter of the City and the Grantee, by its acceptance of this franchise, agrees to be bound thereby and to comply with any action or requirement of the City in its exercise of any such right or power. Neither the granting of this franchise nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental right or power of the City.

PIPELINES

Section 12. SPECIFICATIONS.

(a) All pipe and other components of any pipeline to be placed in streets as franchise property shall be designed, manufactured, and installed in accordance with the Pipeline Code. The operating or service pressure for which they are designed shall be the maximum non-shock internal pressure that may occur either under conditions of year-round operation or under static conditions with pipeline filled but with no fluid flow.

(b) All pipe, pipe fittings, and pipe shapes to be placed in streets as franchise property, other than temporary installations or temporary replacements, shall be unused products; provided, however, should market or other conditions render it impracticable to obtain or utilize unused products, the City Engineer may authorize the use of such reconditioned products as it may determine to be satisfactory for any particular installation and under any special conditions.

(c) Steel or wrought iron pipe over two inches (2") nominal internal diameter to be in contact with the ground or in casing across streets shall be covered with a coating or wrapping to minimize corrosion and electrolysis.

Section 13. PRESSURE LIMITATIONS.

No point in any pipeline constituting franchise property shall be subject to an internal pressure (a) at any time from any cause whatsoever in excess of that permitted by the Pipeline Code for testing purposes; or (b) except when under any pressure test, in excess of either the pressure referred to in Section 12, or 66.6% of the pressure to which it was subject under the provisions pressure test conducted pursuant to the provisions of Subdivision (a) of Section 15.

Section 14. TESTING AND OPERATION OF PIPELINES.

(a) After initial installation of any pipe under this franchise, except replacements under provisions of Section 19 or 21, such pipe shall be subjected to a pressure test as provided in Section 15 and within the pressure limitations prescribed in Section 13 before it is placed in operation.

(b) After repair or replacement of any pipe under provisions of Section 19 or 21 of this franchise, the affected portion of the pipeline between sectionalizing valves shall be subjected to a pressure test as provided in Section 15 and within the pressure limitations prescribed in Section 13 not more than thirty (30) days after completion of the work; provided, however, that no such test is required for a minor repair which does not require removal of the pipeline from operation.

(c) No pipeline under this franchise operated at a pressure in excess of 500 psig (pounds per square inch gauge pressure) or used for conveying flammable liquids and over ten (10) years of age, and no other pipeline under this franchise and over twenty (20) years of age, shall be operated beyond the expiration of a 12-month period of time following such a pressure test thereon.

Section 15. PRESSURE TESTS.

(a) For pipelines conveying liquids, each pressure test referred to in this franchise shall be a hydraulic pressure test. Pressure tests after initial installation of pipelines and before they are placed in operation shall show no loss. Other pressure tests shall not show an hourly loss, for each section of the pipeline under test at the time, in excess of either

twelve (12) gallons, or the sum of three (3) gallons and an amount computed at a rate in gallons per mile equivalent to one-tenth (1/10) of the nominal internal diameter of the pipe.

(b) The City may prescribe any reasonable test method, may witness the entire test procedure, and, during a test or at any other time, may measure or ascertain the pressure to which pipe is subject.

(c) Any pipeline authorized by this franchise shall be subjected to a pressure test by the Grantee at any time that may be required by the City Engineer.

(d) The Grantee shall submit to the City Engineer reports of pressure tests made pursuant to the provisions of this franchise within sixty (60) days following the date of the test, showing date of test, description of portion of pipeline tested, identified with respect to City street routes, and test data sufficient in detail to permit analysis of test results and determination of compliance with provisions of Section 13 and Section 15 (a) hereof and such other test information as may be specifically requested by the City Engineer.

Section 16. PROTECTIVE FACILITIES.

(a) Adequate facilities shall be provided on the portion of each line installed under the authority of this franchise, and elsewhere on the same pipeline to promptly localize operating troubles and minimize the effects thereof on City streets or on their use by the public.

(b) Every portion of a pipeline when installed or replaced under authority of this franchise shall be protected by sectionalizing block valves spaced at no greater distances than prescribed by either the Pipeline Code, the Municipal Code, or by the City Engineer. If, at any time during the term of this franchise, protective or sectionalizing facilities, on any pipeline are found to be inadequate, the Grantee shall, at its own expense, make such changes as may be required by the City Engineer.

STREET WORK

Section 17. LOCATION OF FRANCHISE PROPERTIES.

The location of any franchise property in a street area shall be subject

to the approval of the City Engineer. Such location shall be confined to the street location as set forth in the standard requirements and specifications of the City Engineer relating to "utility uses of the street," unless specifically otherwise authorized in writing by the City Engineer.

Section 18. INSTALLATION OF PIPE.

(a) Pipe over two inches (2") nominal internal diameter to be installed or replaced across primary streets shall be inserted in a casing in such a manner as the City Engineer may prescribe.

(b) During the period of installation of franchise property, work shall be confined within the public right-of-way. The maximum length of open trench which will be allowable at any one time, shall be three (3) blocks, or 820 lineal feet, whichever is the shorter. The permanent replacement of pavement shall be completed immediately upon determination of the City Engineer that the backfill material has been adequately compacted. The number of traffic lanes to remain open at all times during construction shall be determined by the City Engineer.

Unless otherwise authorized by the City Engineer, crossing of paved streets shall be made without cutting of street pavement.

Section 19. REPAIRS - STREET, PIPELINE.

(a) All work performed by the Grantee to repair, rebuild or relocate any public improvement or facility within the franchise area shall be done in conformance with the latest revised standards of the City of San Diego where applicable, including standard specifications, standard drawings and any special conditions required in the approval of the application.

(b) The Grantee shall promptly repair any leaks or breaks in pipelines and if any property shall be damaged by reason of any negligent act or acts arising from the operation of the franchise herein granted, the Grantee shall at its own cost and expense immediately repair and restore such property to its condition before such damage.

(c) If it becomes necessary to replace a portion of a pipeline as the result of an obligation of subdivision (b) of this Section 19, such replacement work shall be continuous, and, unless authorized by the City Engineer pursuant

to the provisions of subdivision (a) of Section 7, shall not exceed Three Hundred (300) feet in length.

(d) Where a street area has been excavated over or adjoining a pipeline of the Grantee by other than the Grantee, or where such area is to be lowered, paved or repaved by or for the City and said City Engineer does not require removal of the pipeline from the street pursuant to the provisions of Section 21, the Grantee may recondition or replace such pipeline without authorization of the City Engineer as provided in Section 7(a).

Section 20. REMOVAL OR ABANDONMENT OF FRANCHISE PROPERTY.

(a) In the event the use of any franchise property is permanently discontinued, or no franchise has been obtained therefor upon expiration or within eight (8) months after any termination of this franchise, the Grantee shall promptly remove from the streets all property involved, other than any the City Engineer may permit to be temporarily or permanently abandoned or any pipeline it may require to be temporarily abandoned as hereinafter prescribed.

(b) Any period of temporary abandonment shall be for a period of not more than three (3) years. During such temporary abandonment period the Grantee shall continue to be subject to any liability that may arise in connection therewith, and shall, if required or permitted by the City Engineer, remove or permanently abandon any or all of it. At the end of such period, the Grantee shall permanently abandon all of such remaining property.

(c) Pipelines temporarily or permanently abandoned shall be sectionalized, capped, and filled with mud or suitable fluid, or abandoned in such other manner as the City Engineer shall prescribe at either or both times. Upon permanent abandonment of any franchise property, the Grantee shall submit to the City Manager an instrument satisfactory to the City Attorney, transferring to the City the ownership of such property.

(d) For the purposes of the payment provisions in Section 22 franchise property shall exist as such until inspection reports of the City Engineer indicate the work of removal or of temporary or permanent abandonment has been done to his satisfaction.

**Section 21. CHANGES REQUIRED BY
PUBLIC IMPROVEMENTS.**

(a) The Grantee shall, at its expense, protect, support, temporarily disconnect, relocate in the same street or remove from any street any franchise property, or shall pay to the City of San Diego the full amount of any increase in the cost of construction that may be due to the installation, maintenance or operation of any franchise property when required by said City by reason of traffic conditions, public safety, street vacation, freeway construction, change or establishment of street grade, or the construction and/or relocation of any public improvement, structure or underground utility by the City; provided that the Grantee shall in all cases have (a) the privileges and be under the obligations as to the abandonment of franchise property in places which are provided in Section 20, and (b) the privilege to temporarily by-pass, in the same street, any section of pipeline required to be temporarily disconnected or removed or permanently relocated in the same street pursuant to any provision of this Section 21.

(b) The Grantee shall, at its own expense, protect, support or temporarily disconnect its franchise property whenever the City of San Diego or any public utility, as defined in Section 10, Subparagraph (b), shall install, construct, repair, maintain or operate facilities within the routes granted under this franchise.

(c) The Grantee shall relocate in the same street or remove from any street any franchise property whenever any public utility, as defined in Section 10, Subparagraph (b) requires the use of the space taken by Grantee under this franchise; provided, however, Grantee shall not be required to relocate or remove franchise property under the provisions of this Subparagraph (c) if the relocation is caused by any public utility installing its facilities contrary to the standard requirements and specifications of the City Engineer relating to "utility uses of the street," unless and until the public utility causing the relocation or removal shall have agreed to reimburse Grantee for the cost of such relocation or removal.

COMPENSATION AND GUARANTEE TO CITY

Section 22. ANNUAL PAYMENTS TO THE CITY.

(a) On each March 1, during the term of this franchise a payment by the Grantee shall accrue to the City for the street space then required for franchise property at the rate of Two Hundred Fifty and No/100 Dollars (\$250.00) per mile of pipeline or lines, in the city streets, for the first ten-year period of this franchise, said payment to be increased to the sum of Three Hundred and No/100 Dollars (\$300.00) per mile from the tenth (10th) year to the fifteenth (15th) year; said payment to be increased to the sum of Three Hundred Sixty and No/100 Dollars (\$360.00) per mile from the fifteenth (15th) year to the twentieth (20th) year; said payment to be increased to the sum of Four Hundred Thirty-two and No/100 Dollars (\$432.00) per mile from the twentieth (20th) year to the twenty-fifth (25th) year; said payment to be increased to the sum of Five Hundred and No/100 Dollars (\$500.00) per mile from the twenty-fifth (25th) year through the fortieth (40th) year. Whenever a remaining fraction of a mile exists on each March 1, during the term of this franchise, such fraction shall be multiplied by the then applicable rate and the total shall be added to and made a part of the annual payment.

(b) Each payment shall be accompanied by a statement, in duplicate, verified by the Grantee or by a general officer or other duly authorized representative of the Grantee, showing in such form and detail as the City Manager may require from time to time the facts material to a determination of the amount due.

(c) Payments shall be in lawful money of the United States and shall be submitted to the City Manager within two months after the accrual date.

Section 23. FAITHFUL PERFORMANCE BOND.

(a) The Grantee shall, within five (5) days after the award of this franchise, file with the City Clerk and at all times thereafter maintain in full force and effect, an acceptable corporate surety bond, in duplicate in the amount of Five Thousand and No/100 Dollars (\$5,000.00), effective for the entire term of this franchise, and conditioned that in the event the Grantee

shall fail to comply with any one or more of the provisions of this franchise, then there shall be recoverable jointly and severally from the principal and surety of such bond any damages suffered by the City as a result thereof, including the full amount of any compensation, indemnification, or cost of removal or abandonment of property as prescribed by Sections 22, 24, or 20 hereof which may be in default, up to the full amount of the bond; said condition to be a continuing obligation for the duration of this franchise and thereafter until the Grantee has liquidated all of its obligations with the City that may have arisen from the acceptance of this franchise by the Grantee or from its exercise of any privilege herein granted.

(b) Neither the provisions of this Section 23, any bond accepted by the City pursuant thereto, nor any damages recovered by the City thereunder shall be construed to excuse faithful performance by the Grantee or to limit the liability of the Grantee under this franchise or for damages, either to the full amount of the bond or otherwise.

Section 24. INDEMNIFICATION TO CITY.

The Grantee shall indemnify and hold harmless the City, its officers and employees, against any and all liability for loss, claim or demand, including attorneys' fees arising out of any injury or damages to persons or property resulting from the installation, construction or maintenance of said pipeline or lines and appurtenances thereto on, over and through the rights of way granted by this franchise.

Section 25. INSPECTION OF PROPERTY AND RECORDS.

(a) At all reasonable times, the Grantee shall permit any duly authorized representative of the City Engineer or City Auditor to examine all franchise property, together with any appurtenant property of the Grantee situated within or without the City, and to examine and transcribe any and all maps and other records kept or maintained by the Grantee or under its control which treat of the operations, affairs, transactions or property of the Grantee with respect thereto. If any of such maps or records are not kept in the City, or upon reasonable request made available in the City, and if the City Engineer shall

determine that any examination thereof is necessary or appropriate to the performance of any of his duties, then all travel and maintenance expense necessarily incurred in making such examination shall be paid by the Grantee.

(b) The Grantee shall prepare and furnish to the City Engineer at the times and in the form prescribed by the City Engineer, such reports, with respect to its operations, affairs, transactions or property, as may be reasonably necessary or appropriate to the performance of any of the duties of the City Engineer in connection with this franchise. Such reports may include, but are not limited to, a complete set of as-built records and plans of all facilities installed within the franchise area.

Section 26. AUTHORITY UNDER CITY CHARTER.

Notwithstanding any other provisions contained herein, this franchise is granted solely and exclusively under Sections 103, 103.1, 104 and 105 of the Charter of The City of San Diego and under no other authority.

Presented by _____

APPROVED: ALAN M. FIRESTONE, City Attorney

By _____
Deputy City Attorney

ELM:y/10/29/62

w. H. Perkins
1-7314

ORDINANCE NO. 10955 NOV 21 1972
(New Series)

AN ORDINANCE AMENDING ORDINANCE NO. 8760 (NEW SERIES), RELATING TO THE GRANTING OF A NON-EXCLUSIVE PIPELINE FRANCHISE TO SAN DIEGO PIPELINE COMPANY FOR A PERIOD OF FORTY YEARS TO INSTALL, CONSTRUCT, MAINTAIN AND OPERATE A PIPELINE FOR THE TRANSPORTATION OF REFINED PETROLEUM PRODUCTS AND OTHER HYDROCARBON SUBSTANCES IN CERTAIN CITY STREETS OF AND WITHIN THE CITY OF SAN DIEGO.

WHEREAS, San Diego Pipeline Company was awarded a franchise by The City of San Diego on November 27, 1962, for forty (40) years, which covers approximately 11.6 miles of fuel pipeline facilities in public streets; and

WHEREAS, due to the development of a proposed subdivision, it is necessary to relocate a section of the pipeline and it is necessary in order to relocate said section that an addition to the franchise area is required; and

WHEREAS, the ten-foot strip of land to be added to the franchise was dedicated and named Ruffin Road on February 15, 1972 by Resolution No. 204873; and

WHEREAS, the length of the pipeline within this additional parcel is approximately 195 feet; and

WHEREAS, all costs relating to this proposed relocation will be borne by the San Diego Pipeline Company; NOW, THEREFORE,

BE IT ORDAINED, by the Council of The City of San Diego, as follows:

Section 1. That Ordinance No. 8760 (New Series) be and it is hereby amended by adding to Appendix A thereto the legal description attached hereto as Exhibit I to incorporate within the franchise area that portion of Ruffin Road as set forth in said Exhibit I.

Section 2. This ordinance shall take effect and be in force on the thirty-first day from and after its passage.

APPROVED: JOHN W. WITT, City Attorney

By P. D. Bulens
Peter D. Bulens, Deputy

PDB:rp
10/19/72
Job 8581
PARKIS

LEGAL DESCRIPTION
(S. D. PIPELINE CO.)

All that portion of Lot 8 in Block 4 of Rosedale, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 826 filed in the Office of the County Recorder of said San Diego County described as a strip of land 10.00 feet in width lying 5.00 feet on each side of the following described centerline:

Commencing at the Southeast corner of Mission Village Unit No. 22, according to Map thereof No. 5709 filed in the Office of the County Recorder of said County; thence along the Easterly line thereof North $00^{\circ}03'40''$ West, 789.95 feet (Record 790.00 feet) to the Northwest corner of Mission Village Unit No. 21, according to Map thereof No. 5238 filed in the Office of the County Recorder of said County, said corner being the beginning of a tangent 900.00 foot radius curve, concave Westerly, a radial line of said curve bears North $89^{\circ}56'20''$ East to said corner; thence Northerly along said curve 392.70 feet through an angle of $25^{\circ}00'00''$; thence tangent to said curve North $25^{\circ}03'40''$ West, 265.53 feet to a point, said point being also the beginning of a tangent 1,000.00 foot radius curve, concave Easterly; thence along a radial line of said curve North $64^{\circ}56'20''$ East, 31.00 feet to a point in the arc of a 969.00 foot radius curve which is concentric with and 31.00 feet Easterly and radially to said 1,000.00 foot radius curve above mentioned, to the TRUE POINT OF BEGINNING; thence Northerly along said curve 225.23 feet through an angle of $15^{\circ}05'30''$; thence tangent to said curve North $09^{\circ}58'10''$ West, 78.00 feet, more or less, to a point of intersection with the Southerly boundary of Aero Drive, as said Aero Drive is located and established as of the date of this instrument.

The sidelines of the above strip of land shall be prolonged or shortened so as to terminate Southerly in the Southerly boundary of said Lot 8 and Northerly in the Southerly boundary of said Aero Drive.

2-22-73: MR. ALFORD CALLED, SAY THIS SHOULD HAVE BEEN 255.23, AND APPEARS HE IS CORRECT. TOLD HIM IT IS STILL WITHIN RUFFIN ROAD SO RIGHTS PROTECTED AND CORRECTION NOT JUSTIFIED. HE AGREED.
WHP

EXHIBIT I

Passed and adopted by the Council of The City of San Diego on _____
by the following vote:

NOV 21 1972

Councilmen	Yeas	Nays	Excused	Absent
Gil Johnson	☒	☐	☐	☐
Maureen F. O'Connor	☒	☐	☐	☐
Henry L. Landt	☐	☐	☐	☒
Leon L. Williams	☒	☐	☐	☐
Floyd L. Morrow	☒	☐	☐	☐
Bob Martinet	☒	☐	☐	☐
Allen Hitch	☒	☐	☐	☐
Jim Bates	☒	☐	☐	☐
Mayor Pete Wilson	☒	☐	☐	☐

AUTHENTICATED BY:

PETE WILSON

Mayor of The City of San Diego, California.

EDWARD NIELSEN

City Clerk of The City of San Diego, California.

(Seal)

By Judith A. Villan, Deputy.

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

NOV 7 1972

NOV 21 1972

, and on _____

~~I FURTHER CERTIFY that said ordinance was read in full prior to its final passage.~~

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

EDWARD NIELSEN

City Clerk of The City of San Diego, California.

(Seal)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct

copy of ORDINANCE NO. **10955**
(NEW SERIES) of The City of San Diego,
California, passed and adopted by the

Council of said City NOV 21 1972

EDWARD NIELSEN, City Clerk

By Judith A. Villan
Deputy

By Judith A. Villan, Deputy.

Office of the City Clerk, San Diego, California

Ordinance
Number

10955

Adopted

NOV 21 1972

AGREEMENT

THIS AGREEMENT, made and entered into as of the 12th day of December, 1962, by and between SAN DIEGO PIPELINE COMPANY, a California corporation, hereinafter called "Pipeline Company", and SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation, hereinafter called "Electric Company"

WITNESSETH:

WHEREAS, Electric Company owns either a fee simple estate in, or an easement for the transmission and distribution of electricity and for all other purposes connected therewith, and for telephone, signal, and communication purposes, and for pipelines for any and all purposes in, upon, over, under, and across those certain lands in the County of San Diego, shown on a map consisting of six sheets marked "Exhibit A", attached hereto and made a part hereof, which said lands are hereafter for convenience called "the right of way"; and

WHEREAS, Pipeline Company desires to install, construct, maintain, and operate a pipeline (hereinafter for convenience called "the pipeline") in, upon, under, and along said right of way for the transportation of refined petroleum products; and

WHEREAS, Electric Company is willing to grant to Pipeline Company the right to install, construct, maintain, and operate said pipeline in, upon, under, and along said right of way upon the terms and for the consideration hereinafter stated; and

WHEREAS, Pipeline Company has furnished to Electric Company plans and specifications showing the physical description, location, and proposed method of construction of the pipeline, and it has been determined that the construction and use of said pipeline in accordance with the provisions hereof will not interfere with Electric Company's operations or the use of its right of way;

*Document No.
SDP - 26*

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, it is agreed that:

1. Electric Company, upon the conditions hereinafter stated, hereby grants to Pipeline Company, for the term of fifty (50) years from the date hereof, the right to use the right of way, in common with Electric Company, to install, construct, maintain, repair, relocate, and operate therein a 10-inch diameter petroleum products pipeline, in the location shown on said Exhibit A attached hereto. This grant is conditional upon and shall be effective only upon the approval of this agreement by the Public Utilities Commission, it being agreed, however, that Electric Company shall promptly file an application with such Commission for such approval and that Pipeline Company shall cooperate fully in the prosecution of such application. If such approval should be denied, Pipeline Company's rights to maintain said pipeline on the right of way shall be revocable at the will of Electric Company pursuant to the provisions of General Order No. 69A of the Public Utilities Commission, but shall otherwise be pursuant to the provisions hereof.

2. Pipeline Company will, in its construction and operation of the pipeline, use its best efforts to protect and maintain good public relations between Electric Company and tenants and property owners adjacent to Electric Company's right of way.

3. Pipeline Company will indemnify and hold harmless Electric Company, its officers, agents, and employees, from and against any and all demands, claims, suits, costs of defense, attorneys' fees, and any other expense which may result from the installation, use, operation, and maintenance of the facilities of Pipeline Company on or immediately adjacent to the right of way, whether or not contributed to by the negligence of Electric Company, and excepting only loss, damage, or liability arising solely out of the active negligence of Electric Company.

4. Pipeline Company certifies that it has qualified as a self-insurer under the Workmen's Compensation Statute of California, and has furnished

to Electric Company a certificate evidencing such qualification; that it will provide and maintain during the term of this agreement the following types and amounts of insurance:

a. Comprehensive Liability Insurance for bodily injury or death in amounts of not less than \$500,000 per person and \$1,000,000 per occurrence; and

b. Comprehensive Liability Insurance for property damage in the amount of not less than \$500,000.

c. Said insurance shall name "San Diego Gas & Electric Company" as an additional named insured, shall contain a cross liability clause, and shall provide that notice shall be given to Electric Company at least ten (10) days prior to cancellation or material change in policy form or coverage. Pipeline Company will provide copies of the said policies of insurance or certificates satisfactorily evidencing the coverage required hereby to Electric Company.

5. Pipeline Company will, after construction of the pipeline, restore said right of way to the satisfaction of Electric Company and of underlying fee owners, and restore all portions thereof as to which Electric Company has an easement, furnishing copies of owners' releases to Electric Company, together with copies of releases of liens, if any, upon the completion of the work.

6. Electric Company may assign one full-time inspector with motor vehicle for each spread of construction work for the purpose of inspecting the work during the pipeline construction period. The customary salary of said inspector or inspectors and automotive expense during the period of construction will be paid by Pipeline Company upon receipt of verified statements therefor.

7. Pipeline Company will compensate Electric Company for all rights granted hereunder as follows:

a. The sum of \$1,000.00 for the use of survey information on and drawings of the right of way furnished to Pipeline Company by

Electric Company.

b. The sum of \$1,600.00, representing the agreed proportions allocable to Pipeline Company of the cost to Electric Company of acquiring the right of way and of physical and severance damages attributable to the installation of the pipeline.

c. An annual rental based on the value and extent of the land occupied by San Diego Pipeline Company, which rental shall be based on the following:

(1) For land owned in fee by Electric Company, the annual rental, payable in advance, shall be 9% of the current fair market value of the land occupied by the pipeline, which shall for the purposes hereof be deemed to be a strip of land ten (10) feet wide, five (5) feet on each side of the center of the pipeline. The value of the fee land of 1.69 acres occupied shall, for the purposes hereof, be deemed to be \$5,855.00 per acre and such value will be reviewed every ten (10) years and the rental adjusted accordingly. If at any time there should be any assessments for public improvements chargeable to or equitably allowable to the land occupied by the pipeline, such assessments will be paid by Electric Company and the value of said land for the purpose of computing such rental shall be increased by the amount of such assessments.

(2) For land over which Electric Company has an easement, the annual rental, payable in advance, shall be 9% of 50% of the current fair market value of the land occupied by the pipeline. Such value of easement land of 16.77 acres shall, for the purposes hereof, be deemed to be \$4,540.00 per acre and such value will be reviewed every ten (10) years and the annual rental adjusted accordingly.

(3) The minimum annual rental payable hereunder shall

in any event be not less than \$5,000.00. The amount of the initial annual rental hereunder shall be the sum of \$5,000.00. In the event that the parties shall fail to agree upon an adjusted value upon which a revised rental at the end of every ten (10) years of the term hereof is to be computed, as contemplated by Subsections (1) and (2) above, the determination thereof shall be submitted to a single neutral arbitrator or, if the parties cannot agree upon such a single arbitrator, to a board of three arbitrators, one selected by each party and the third by the two arbitrators selected by the two parties. The method of selection of the arbitrator, the time limits within which to act, the method of appraisal, and the making and enforcement of an award shall be in conformity with the applicable provisions of the California Arbitration Statute, Sections 1280 et seq., Code of Civil Procedure of the State of California.

8. Pipeline Company will pay all taxes and assessments applicable to any improvements owned by it within the right of way.

9. Pipeline Company will indemnify and save Electric Company harmless from and against any and all loss of any right, title, interest, or privilege which Electric Company may now have or hereafter acquire in or to the right of way occasioned by the grant of rights to Pipeline Company hereunder or the exercise of such rights by Pipeline Company, and any and all costs, expenses, and liabilities (including attorneys' fees) which may be incurred in defending or reacquiring any such right, title, interest, or privilege. It is expressly understood by the parties that Electric Company has not made nor does it now make any warranty or representation, express nor implied, regarding the sufficiency or adequacy of its title for the proposed pipeline use as to any of the property or properties shown on Exhibit A attached.

10. This agreement shall extend to and be binding upon the successors in interest and assigns of each of the parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the day and year first above written.

SAN DIEGO PIPELINE COMPANY,
a Corporation

By B. H. Smith
Vice President

Attest:

E. J. [Signature]
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY,
a Corporation

By W. A. Zetter
Vice President

Attest:

W. J. Kannis
Secretary

NOTICE AND RESOLUTION OF THE INTENTION OF
THE COUNCIL OF THE CITY OF SAN DIEGO TO
SELL TO THE HIGHEST, RESPONSIBLE CASH BID-
DER A NON-EXCLUSIVE PIPELINE FRANCHISE FOR
A PERIOD OF FORTY YEARS TO INSTALL, CONSTRUCT,
MAINTAIN AND OPERATE A PIPELINE FOR THE TRANS-
PORTATION OF REFINED PETROLEUM PRODUCTS AND
OTHER HYDROCARBON SUBSTANCES IN CERTAIN CITY
STREETS OF AND WITHIN THE CITY OF SAN DIEGO.

WHEREAS, the Council of The City of San Diego, upon due con-
sideration, after public hearing, and upon the recommendation of the
City Manager, has determined this 30th day of October,
1962, to advertise the fact that it is in the best interests of The City of
San Diego and its inhabitants to grant a non-exclusive pipeline franchise
for a period of forty (40) years to install, construct, maintain and oper-
ate a pipeline in certain city streets of and within The City of San Diego
for the transportation of refined petroleum products and other hydrocarbon
substances, but expressly excepting and excluding propane, butane, natural
gas and other gases; and that bids should be received for such franchise,
and that it should be awarded to the highest bidder; NOW, THEREFORE,

BE IT RESOLVED that sealed bids in writing will be received for
such pipeline franchise up to the hour of 10:00 ^{o'clock} A.M. of _____
Tuesday, the 20th day of November, 1962, when the
Council will, in open session, open and publicly declare all bids; and
that the franchise as above described will be struck off, sold and awarded
to the person, firm or corporation who shall make the highest cash bid
therefor, but not less than One Thousand and No/100 Dollars (\$1000.00);
provided only, that at the time of opening said bids any responsible person,
firm or corporation present or represented may bid for said franchise a
sum not less than 10% above the highest sealed bid therefor, and said
bid so made may be raised not less than 10% by any other responsible
bidder, and said bidding may so continue until finally said franchise shall
be struck off, sold and awarded by said Council to the highest bidder
therefor, in lawful money of the United States.

The responsible person, firm or corporation, within the meaning of this notice and resolution shall be a person, firm or corporation responsible financially, capable, and able to install, construct, maintain and operate a pipeline for the transportation of refined petroleum products and other hydrocarbon substances in certain streets of and within The City of San Diego, and one who is able to commence the operation of such system on the effective date of the ordinance granting such pipeline franchise.

Each sealed bid shall be accompanied with cash or a certified check payable to the Treasurer of The City of San Diego for the full amount of said bid, and no sealed bid shall be considered unless said cash or check is enclosed therewith.

The successful bidder shall file a surety bond running to the City, to be approved by the Council, in the sum of Five Thousand and No/100 Dollars (\$5,000.00), conditioned that such bidder shall well and truly observe, fulfill and perform each and every term and condition of such franchise, and that in case of any breach of any condition of the franchise the whole amount of the penal sum named in the bond shall be taken and deemed to be liquidated damages, and shall be recoverable from the principal and sureties upon said bond. The bond shall be filed with the Council within five (5) days after such franchise is awarded, and upon the filing and approval of such bond the franchise shall by said Council be granted by ordinance to the person, firm or corporation to whom it has been struck off, sold or awarded, and in case that such bond shall not be so filed the award of such franchise shall be set aside, and any money paid therefor shall be forfeited, and said franchise shall, in the discretion of said Council, be readvertised and again offered for sale in the same manner and under the same restrictions as hereinbefore provided.

BE IT FURTHER RESOLVED that the proposed ordinance granting such proposed franchise, with the exception of the dates that are left blank, the sum paid by the successful bidder, and the name of the successful bidder and grantee, is in words and figures, as follows, to-wit:

CITY OF SAN DIEGO

APPENDIX "A"

The following is a general description of the proposed pipeline route in the City of San Diego. It should be noted that all distances are approximate.

The route of the pipeline commences in the City Limits of San Diego at a point on the North line of the South half of Section One, Township 14 South, Range 4 West, distant approximately 1350 feet West of the East line of said Section One. Thence in a Southeasterly direction in private property for 2200 feet; thence crossing Via de la Valle; thence continuing Southeasterly 3500 feet in private property and crossing El Camino Real. Thence continuing Southeasterly 1.4 miles through private property to the crossing of Fourth Street extension (RS 1255). Thence Southerly 1.1 miles through private property to the crossing of Carmel Valley Road (RS 758). Thence generally Southerly 2.9 miles through private property to a point on the Pueblo Line, City of San Diego; thence Southeasterly on said line ^{lease PL 1355} 4300 feet within City property. Thence entering private property and continuing Southeasterly in private property 2200 feet to the crossing of Sorrento Road (RS 466). Thence continuing Southeasterly in private property 3000 feet to the crossing of Miramar Road (RS 304). Thence continuing Southeasterly 5.5 miles through private property and the Miramar Naval Air Station, where it enters Clairemont Mesa Boulevard at a point approximately 2650 feet West of the East line of Section 26, Township 15 South, Range 3 West. Thence East on Clairemont Mesa Boulevard, 38 feet North of the centerline, 515 feet to Ruffner Road; thence Southeasterly on Ruffner Road, 15 feet West of the centerline, 5700 feet to Othello

Street; thence East on Othello Street, 23 feet North of the centerline, a distance of 870 feet; thence continuing East on Othello Street, within the paved area 5 feet South of the North curb, 1015 feet to Kearny Mesa Road. Thence crossing Kearny Mesa Road, Cabrillo Freeway and Kearny Villa Road, a distance of 300 feet. Thence South 1000 feet on Kearny Villa Road, 10 feet East of the East edge of pavement, thence continuing South 1800 feet on Kearny Villa Road, 3 feet East of the East curb to Aero Drive. Thence East on Aero Drive 3 feet North of the North curb, 2600 feet to a point on the East side of the intersection of Aero Drive and Sandrock Road, at which point the pipeline enters City owned property. Thence continuing East on City owned property being parallel with and 35 feet North of an Easterly extension of Aero Drive, 3500 feet to a point 10 feet East of a water line lying 5 feet East of the centerline of Ruffin Road, an undedicated street; thence Southwesterly 10 feet East of said water line and 15 feet East of the centerline of Ruffin Road, a distance of 200 feet, at which point the pipeline leaves City owned property and enters privately owned land. Thence continuing Southerly 15 feet East of the centerline of Ruffin Road a distance of 1020 feet to a point on the North side of future Success Drive, at which point the pipeline leaves privately owned land and enters the constructed and paved portion of Ruffin Road. Thence continuing South on Ruffin Road, 10 feet West of the East curb, a distance of 1480 feet to Mission Village Drive; thence Southeasterly on Mission Village Drive, 10 feet West of the East curb, 4000 feet to Ronda Street; thence continuing Southeasterly on Mission Village Drive, 3 feet East of the East curb, 2100 feet to Friars Road; thence Easterly on Friars Road 2 feet South of the North edge of the pavement

to a point of entering the Murphy Canyon Tank Farm situated on private property, at which point the pipeline leaves the City of San Diego and enters San Diego County.

The Murphy Canyon Tank Farm is bounded on the North and West by the San Diego-City-County line, on the South by Friars Road and on the East by Murphy Canyon Road.

The City extension of the pipeline leaves the Tank Farm in the County of San Diego and crosses Friars Road 250 feet West of the centerline extension of Friars Road and Murphy Canyon Road; thence 1515 feet Southeasterly on private property being parallel to and 8 feet West of the West boundary of Murphy Canyon Road; thence continuing Southeasterly 530 feet to a point on the San Diego City-San Diego County boundary, said point being 50 feet measured Northwesterly along the San Diego City-San Diego County boundary from the intersection of said boundary line with the West boundary of Murphy Canyon Road. At this point the pipeline leaves privately owned land and enters City owned property in Lot 35. Thence Southwesterly ^{easement} 160 feet across Lot 35 to a point on the Lot 35 and Lot 46 boundary, said point being 40 feet measured Northwesterly along the Lot 35 and Lot 46 boundary from the intersection of said boundary line with the West boundary of Murphy Canyon Road. At this point the pipeline leaves City owned property and enters privately owned land. Thence continuing South and Southwesterly on private property in Lot 46, being parallel to and 8 feet West and North of the West and North boundary of State Highway Number 80, a distance of 890 feet to a point on the North boundary of State Highway Number 80, at which point the pipeline leaves privately owned property and enters upon the Frontage Road immediately North of State Highway Number 80. Thence Westerly 1050 feet, 3 feet North of the North

curb of the North Frontage Road of State Highway Number 80; thence South across the North Frontage Road of State Highway Number 80, State Highway Number 80 and the South Frontage Road of State Highway Number 80, a distance of 640 feet; thence Westerly a distance of 350 feet to a point 3 feet South of the South curb of Camino del Rio; thence crossing Camino del Rio a distance of 100 feet to a point 4 feet South of the North curb thereof; thence running Westerly parallel to and 4 feet South of said curb a distance of 1540 feet; thence running Westerly along the North edge of pavement on Camino del Rio a distance of 3170 feet; thence South 40 feet across Camino del Rio, at which point the pipeline enters upon private property. Thence South parallel to and 3 feet East of the West boundary of Lot 7 a distance of 530 feet; thence Southeasterly a distance of 530 feet to a point 4 feet East of the West curb of Vista Place and at the most Northerly limits of pavement and construction of Vista Place. At this point the pipeline leaves private property and enters the streets of the City of San Diego. Thence South parallel to and 4 feet East of the West curb of Vista Place, a distance of 680 feet to Copley Street; thence West parallel to and 10 feet South of the North curb of Copley Street a distance of 150 feet to Utah Street; thence South on Utah Street parallel to and 10 feet East of the West curb, a distance of 9150 feet to and across Upas Street; thence West along Upas Street, 3 feet North of the South curb, a distance of 250 feet to an angle crossing of 28th Street; thence South on 28th Street, 49 feet West of the East curb a distance of 1250 feet to Redwood Street; thence continuing South in 28th Street, 37 feet West of the East curb, a distance of 1750 feet to Maple Street; thence continuing South in the dedicated but unimproved extension of 28th Street, 10 feet West of the East

boundary of 28th Street a distance of 750 feet; thence Southwesterly 145 feet to a point 30 feet East of the West boundary of 28th Street; thence 190 feet Southwesterly to a point 55 feet East of the West boundary of said street; thence Southeasterly 160 feet to a point 42 feet East of the West boundary of said street, thence South 305 feet parallel to and 42 feet East of the West boundary of said street; thence Southwesterly 60 feet to a point 10 feet East of the West boundary of said street; thence South parallel to and 10 feet East of the West boundary of said street a distance of 1870 feet to Date Street; thence continuing South in the pavement of 28th Street 3 feet East of the West curb, 760 feet to Beech Street; thence continuing South in 28th Street 10 feet East of the West curb a distance of 1250 feet to "B" Street; thence continuing South along said street 5 feet East of the West curb a distance of 400 feet to "C" Street; thence continuing South on 28th Street 6 feet West of the West edge of pavement a distance of 650 feet to the South side of "E" Street; thence continuing South on 28th Street 40 feet West of the East curb 250 feet to the South side of Treat Street; thence South on 28th Street 6 feet West of the West edge of pavement 600 feet to the South side of "G" Street; thence South 8 feet East of the West curb 750 feet to the South side of Island Street; thence South on 28th Street 5 feet East of the West curb 760 feet to the South side of "K" Street; thence South on 28th Street 3 feet East of the West curb, 350 feet to "L" Street; thence West on "L" Street 10 feet North of the South curb, 1290 feet to 26th Street; thence South on 26th Street 5 feet West of the East curb 790 feet to Commercial Street; thence West on Commercial Street 14 feet North of the South curb 800 feet to Crosby Street; thence Southwest on Crosby Street 4 feet Southeast

of the Northwest curb, 1800 feet to Logan Avenue; thence Northwest on Logan Avenue 4 feet Northeast of the Southwest curb 670 feet to Beardsley Street; thence Southwest on Beardsley Street 4 feet Southeast of the Northwest curb 1160 feet to Main Street; thence continuing Southwest on Beardsley Street 7 feet Southeast of the Northwest curb 430 feet to a point on Beardsley Street 40 feet Southwest of the Southwest boundary of Harbor Drive, at which point the pipeline makes a 90 degree angle and proceeds Northwest, leaving Beardsley Street and entering the manifold on privately owned property.

CITY OF SAN DIEGO

APPENDIX "A"

The following is a general description of the proposed San Diego Pipeline Company pipeline route in the City of San Diego. It should be noted that in part the distances and bearings have been scaled and therefore are approximate.

The route of the pipeline commences in the city limits of San Diego at a point on the North line of the South half of Section One, Township 14 South, Range 4 West, distant approximately 1230 feet West of the East line of said Section One. From this point the pipeline route is generally within and 5 feet West of the East line of said Section One. From this point the pipeline route is generally within and 5 feet West of the East right of way line of the existing Encinas - Old Town right of way of San Diego Gas and Electric Company to the northwesterly boundary of Miramar Naval Air Station. From the above described point thence within the Encinas - Old Town right of way and private property South $33^{\circ} 07' 51''$ East 250 feet; thence South $37^{\circ} 29' 51''$ East 1940 feet to the centerline of the crossing of Via de la Valle; thence continuing South $37^{\circ} 29' 51''$ East 3400 feet to the centerline of the crossing of the El Camino Real. Thence continuing South $37^{\circ} 29' 51''$ East within the powerline right of way and private property 4420 feet; thence South $25^{\circ} 38' 46''$ East 180 feet to a point on the South line of Section Seven, Township 14 South, Range 3 West, distant thereon West 200 feet from the Southeast corner of Section Seven. Thence continuing South $25^{\circ} 38' 46''$ East 630 feet; thence South $8^{\circ} 09' 56''$ East 650 feet, thence South $0^{\circ} 02' 36''$ East 1450 feet to the centerline of the crossing of 4th Street Extension (RS1255). Thence South $2^{\circ} 57' 24''$ West 2650 feet to a point on the South line of Section 17, distant thereon East 40 feet from the Southwest corner of Section 17, Township 14 South, Range 3 West. Thence continuing South $2^{\circ} 57' 24''$ West 860 feet; thence South $0^{\circ} 36' 54''$ East 1800 feet; thence South $0^{\circ} 34' 54''$ East 520 feet to the centerline of the crossing of Carmel Valley Road (RS 758). Thence continuing South $0^{\circ} 34' 54''$ East within the Encinas - Old Town right of way and private property 2140 feet to the Southeast corner of Section 19, Township 14 South, Range 3 West;

thence South $0^{\circ} 08' 44''$ West, 4200 feet; thence South $3^{\circ} 50' 06''$ East, 1140 feet to a point 50 feet East of the Southwest corner of Section 29; thence continuing South $3^{\circ} 50' 06''$ East, 420 feet; thence South $5^{\circ} 18' 54''$ West 520 feet; thence South $36^{\circ} 14' 06''$ East, 220 feet; thence South $85^{\circ} 09' 36''$ East 520 feet; thence South $26^{\circ} 42' 06''$ East, 4500 feet to the South line of Section 32, Township 14 South, Range 3 West, distant thereon 40 feet West of the Rancho Los Penasquitos line. Thence South $72^{\circ} 10' 10''$ East leaving the Encinas - Old Town right of way on private land 1400 feet to a point on the Pueblo Line distant thereon approximately 1900 feet Southeasterly along said Pueblo line from the line common to Township 14 South and Township 15 South, Range 3 West. Thence South $45^{\circ} 40'$ East within City of San Diego property and parallel with the Pueblo line 2750 feet; thence continuing parallel with the Pueblo line and within City property South $26^{\circ} 42' 06''$ East 1100 feet; thence leaving City property and entering the Encinas - Old Town right of way South $71^{\circ} 42' 06''$ East, 260 feet; thence South $26^{\circ} 42' 06''$ East within the right of way and private property 1860 feet to the centerline of the crossing of Sorrento Road (RS 466), the crossing being Easterly along the centerline of said road 195 feet from the Pueblo lands of San Diego Line. Thence South $26^{\circ} 42' 06''$ East, 510 feet; thence South $22^{\circ} 00' 24''$ West, 380 feet; thence South $31^{\circ} 46' 36''$ East, 370 feet; thence South $82^{\circ} 42' 06''$ East, 310 feet. Thence South $26^{\circ} 42' 06''$ within the Encinas - Old Town right of way and private lands 1900 feet to the centerline of the crossing of Miramar Road (RS 304), said point of crossing being easterly 195 feet from the Pueblo Lands Line along the centerline of said road. Thence continuing South $26^{\circ} 42' 06''$ East, 3600 feet, where the pipeline route leaves the Encinas - Old Town right of way within Lot 79 on Rancho Mission of San Diego; thence South $61^{\circ} 48' 27''$ East, 1150 feet to a point on the line common to lots 79 and 78, said line also being the westerly boundary of Miramar Naval Air Station. Thence entering Miramar Naval Air Station and continuing South $61^{\circ} 48' 27''$ East, 650 feet; thence South $57^{\circ} 48' 03''$ East, 698 feet; thence South $39^{\circ} 29' 07''$ East, 298 feet; thence South $26^{\circ} 57' 55''$ East, 179 feet; South $37^{\circ} 31' 25''$ East, 330 feet; thence South $14^{\circ} 58' 35''$ West, 720 feet; thence South $32^{\circ} 31' 25''$ East, 900 feet; thence South $2^{\circ} 28' 35''$ West, 340 feet

to a point 5 feet easterly of the east boundary of the now existing 138 KV powerline right of way. Thence South $27^{\circ} 13' 43''$ East, easterly of and parallel with said 138 KV right of way 6500 feet; thence South $38^{\circ} 13' 43''$ East, 1750 feet, now within San Clemente Canyon; thence North $78^{\circ} 15' 17''$ East 1200 feet; thence leaving San Clemente Canyon South $9^{\circ} 44' 43''$ East, 560 feet; thence South $44^{\circ} 14' 43''$ East, 1190 feet; thence South $0^{\circ} 01' 06''$ West, 2850 feet to a point on the South line of Miramar Naval Air Station. Thence continuing South $0^{\circ} 01' 06''$ West, 1070 feet to a point on Clairemont Mesa Boulevard approximately 2650 feet West of the East line of Section 26, Township 15 South, Range 3 West. Thence East on Clairemont Mesa Boulevard, 43 feet North of the centerline, 665 feet to Ruffner Road; thence Southeasterly on Ruffner Road, 15 feet West of the centerline, 5700 feet to Othello Street; thence East on Othello Street, 23 feet North of the centerline, a distance of 870 feet; thence continuing East on Othello Street, within the paved area 5 feet South of the North curb, 940 feet to Kearny Mesa Road. Thence crossing Kearny Mesa Road, Cabrillo Freeway and Kearny Villa Road, a distance of 350 feet. Thence South 900 feet on Kearny Villa Road, 5 feet West of the East road right of way line, thence continuing South 1800 feet on Kearny Villa Road, 3 feet East of the East curb to Aero Drive. Thence East on Aero Drive 3 feet North of the North curb, 2600 feet to a point on the East side of the intersection of Aero Drive and Sandrock Road, at which point the pipeline enters City owned property. Thence continuing East on City owned property being parallel with and 35 feet North of an Easterly extension of Aero Drive, 3500 feet to a point where the pipeline enters private land, thence still continuing parallel with and 35 feet North of an Easterly extension of Aero Drive 150 feet to a point 15 feet East of the centerline of Ruffin Road, an undedicated street; thence Southwesterly and Southerly a distance of 1100 feet to a point on the North side of future Success Drive, at which point the pipeline leaves privately owned land and enters the constructed and paved portion of Ruffin Road. Thence continuing South on Ruffin Road, 10 feet West of the East curb, a distance of 1480 feet to Mission Village Drive; thence Southeasterly on Mission Village Drive, 10 feet West of the East curb, 4000 feet to Ronda Street; thence continuing Southeasterly on Mission Village Drive, 3 feet East of the East curb, 2100 feet to Friars Road; thence Easterly on Friars Road 2 feet South of

the North edge of the pavement 800 feet to a point of entering the Murphy Canyon Tank Farm situated on private property, at which point the pipeline leaves the City of San Diego and enters San Diego County.

The Murphy Canyon Tank Farm is bounded on the North and West by the San Diego-City-County line, on the South by Friars Road and on the East by Murphy Canyon Road.

The City extension of the pipeline leaves the Tank Farm in the County of San Diego and crosses Friars Road 250 feet West of the centerline extension of Friars Road and Murphy Canyon Road; thence 1515 feet Southeasterly on private property being parallel to and 8 feet West of the West boundary of Murphy Canyon Road; thence continuing Southeasterly 530 feet to a point on the San Diego City-San Diego County boundary, said point being 50 feet measured Northwesterly along the San Diego City-San Diego County boundary from the intersection of said boundary line with the West boundary of Murphy Canyon Road. At this point the pipeline leaves privately owned land and enters City owned property in Lot 35. Thence Southwesterly 160 feet across Lot 35 to a point on the Lot 35 and Lot 46 boundary, said point being 40 feet measured Northwesterly along the Lot 35 and Lot 46 boundary from the intersection of said boundary line with the West boundary of Murphy Canyon Road.

At this point the pipeline leaves City owned property and enters privately owned land. Thence continuing South and Southwesterly on private property in Lot 46, being parallel to and 8 feet West and North of the West and North boundary of State Highway Number 80, a distance of 890 feet to a point on the North boundary of State Highway Number 80, at which point the pipeline leaves privately owned property and enters upon the Frontage Road immediately North of State Highway Number 80. Thence Westerly 1050 feet, 3 feet North of the North curb of the North Frontage Road of State Highway Number 80; thence South across the North Frontage Road of State Highway Number 80, State Highway Number 80 and the South Frontage Road of State Highway Number 80, a distance of 330 feet; thence Westerly a distance of 480 feet to a point 3 feet South of the South curb of Camino del Rio; thence crossing Camino del Rio a distance of 100 feet to a point 4 feet South of the North curb thereof; thence running Westerly parallel to and 4 feet South of said curb a distance of 1300 feet; thence running Westerly along the North edge of pavement on Camino del Rio a distance of 3300 feet; thence South 40 feet across Camino del Rio,

at which point the pipeline enters upon private property. Thence South parallel to and 3 feet East of the West boundary of Lot 7 a distance of 530 feet; thence Southeasterly a distance of 530 feet to a point 4 feet East of the West curb of Vista Place and at the most Northerly limits of pavement and construction of Vista Place. At this point the pipeline leaves private property and enters the streets of the City of San Diego. Thence South parallel to and 4 feet East of the West curb of Vista Place, a distance of 650 feet to Copley Street; thence West parallel to and 6 feet South of the North curb of Copley Street a distance of 150 feet to Utah Street; thence South on Utah Street parallel to and 10 feet East of the West curb, a distance of 9050 feet to and across Upas Street; thence West along Upas Street, 3 feet North of the South Curb, a distance of 200 feet to an angle crossing of 28th Street; thence South on 28th Street, 49 feet West of the East curb a distance of 1150 feet to Redwood Street; thence continuing South in 28th Street, 37 feet West of the East curb, a distance of 1810 feet to Maple Street; thence continuing South in the dedicated but unimproved extension of 28th Street, 10 feet West of the East boundary of 28th Street a distance of 750 feet; thence Southwesterly 145 feet to a point 30 feet East of the West boundary of 28th Street; thence 210 feet Southwesterly to a point 55 feet East of the West boundary of said street; thence Southeasterly 115 feet to a point 10 feet East of the West boundary of said street, thence South parallel to and 10 feet East of the West boundary of said street a distance of 2270 feet to Date Street; thence continuing South in the pavement of 28th Street 3 feet East of the West curb, 760 feet to Beech Street; thence continuing South in 28th Street 10 feet East of the West curb a distance of 1250 feet to "B" Street; thence continuing South along said street 5 feet East of the West curb a distance of 400 feet to "C" Street; thence continuing South on 28th Street 6 feet West of the West edge of pavement a distance of 670 feet to the South side of "E" Street; thence continuing South on 28th Street 40 feet West of the East curb 260 feet to the South side of Treat Street; thence South on 28th Street 6 feet West of the West edge of pavement 600 feet to the South side of "G" Street; thence South 8 feet East of the West curb 790 feet to the South side of Island Street; thence South on 28th Street 5 feet East of the West curb 760 feet to the South side of "K" Street; thence South on 28th Street 3 feet East of the West curb, 350 feet to "L" Street, thence West on "L" Street 10 feet North of the South curb, 1290 feet to 26th Street;

thence South on 26th Street 5 feet West of the East curb 780 feet to Commercial Street; thence West on Commercial Street 14 feet North of the South curb 800 feet to Crosby Street; thence Southwest on Crosby Street 4 feet Southeast of the Northwest curb, 1790 feet to Logan Avenue; thence Northwest on Logan Avenue 4 feet Northeast of the Southwest curb 670 feet to Beardsley Street; thence Southwest on Beardsley Street 4 feet Southeast of the Northwest curb 1160 feet to Main Street; thence continuing Southwest on Beardsley Street 7 feet Southeast of the northwest curb 560 feet to a point on Beardsley Street 155 feet Southwest of the Southwest boundary of Harbor Drive, at which point the pipeline makes a 90 degree angle and proceeds Northwest, leaving Beardsley Street and entering the manifold on privately owned property.

Thence leaving said manifold on privately owned property turning 90° Southwest on Beardsley Street extended for 130 feet; thence Southerly entering private property Northeasterly of and adjacent to the Atchison, Topeka and Santa Fe Railway for 700 feet to a point in Crosby Street, just Northeasterly of Atchison, Topeka and Santa Fe Railway.

From said point in Crosby Street Northeasterly in Crosby Street 450 feet; thence Northwesterly into private property and terminal facilities Westerly of the intersection of Harbor Drive and Crosby Street.

Also from said point in Crosby Street continuing Southeasterly across Crosby Street generally parallel with and Northeasterly of Atchison, Topeka and Santa Fe Railway for a distance of 2000 feet to the vicinity of Sampson Street; thence continuing Southeasterly on the Southwesterly side of the Atchison, Topeka and Santa Fe Railway and crossing Sampson Street for a distance of 700 feet in private property; thence Northeasterly into private property and terminal facilities Westerly of the intersection of Harbor Drive and Sicard Street.

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Ordinance and Chapter of The City of San Diego, California

Passed and adopted by The Council of The City of San Diego on NOV 27 1962
by the following vote:

Councillors	Yea	Nay	Excused	Absent
Robert M. Cobb	☒	☐	☐	☐
Ivor de Kirby	☐	☐	☐	☒
Harry F. Scheidte	☒	☐	☐	☐
Allen Mierz	☒	☐	☐	☐
Frank E. Carras	☒	☐	☐	☐
Justin C. Evenson	☐	☐	☐	☒
Mayor Charles C. Foll	☒	☐	☐	☐

AUTENTICATED BY:

Charles C. Foll
Mayor of The City of San Diego, California.

(Seal)

PHILIP ACKER

City Clerk of The City of San Diego, California.

By Elmer D. Harnisch, Deputy.

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until six calendar days had elapsed between the day of its introduction and the day of its final passage, to-wit, on NOV 20 1962 and on NOV 27 1962

I HEREBY CERTIFY that said ordinance was not sent to the City Clerk for final passage.

I FURTHER CERTIFY that the reading of said ordinance in full prior to its final passage was dispensed with by a vote of not less than four members of the Council, and that there was available for the consideration of each member of the Council prior to the day of its final passage a written or printed copy of said ordinance.

PHILIP ACKER

City Clerk of The City of San Diego, California.

By Elmer D. Harnisch, Deputy.

I HEREBY CERTIFY that the foregoing ordinance was passed on the day of its introduction, to-wit, on NOV 20 1962, said ordinance being of the kind and character authorized for passage on its introduction by Section 18 of the Charter.

I FURTHER CERTIFY that the final reading of said ordinance was in full.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than four members of the Council, and that there was available for the consideration of each member of the Council prior to the day of its passage a written or printed copy of said ordinance.

City Clerk of The City of San Diego, California.

(Seal)

By _____, Deputy.

Office of the City Clerk, San Diego, California

Received	648752	Filed	NOV 26 1962
By	<u>PHILIP ACKER</u>	Accepted	NOV 27 1962
Recorded in _____			
Serialized in _____			