

SECTION

A

THROUGHPUT REPORTS

PAGES 1 - 36

ROW 5531

Mobil Oil Corporation

1992

WEST COAST PIPE LINES

3020 OLD RANCH PARKWAY

SUITE 200

SEAL BEACH, CALIFORNIA 92740-2751

February 18, 1993

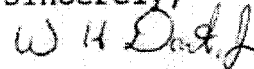
City of Culver City
Mr. J. Davis
City Engineer
4095 Overland Avenue
Culver City, CA 90232

Dear Mr. Davis:

Pursuant to Mitigation Measure Section 19: CC-22, attached you will find the throughput report for the fourth quarter of 1992. This report reflects 60 degree, net barrels delivered to Torrance Refinery.

If you should have any questions, please call 310-493-7222.

Sincerely,



W. H. Dart, Jr.
Measurement Advisor

cc: R.L.Cronin-Fruitt, WCPL

CULVER CITY / QUARTERLY THROUGHPUT REPORT (NET)

	TOTAL NET BARRELS RECEIVED		T.B.D.
4TH 92	OCT	1,935,554	62,437
	NOV	2,033,980	67,799
	DEC	2,352,998	75,903
	TOTAL	6,322,532	66,723
1ST 93	JAN		
	FEB		
	MAR		
	TOTAL		
2ND 93	APRIL		
	MAY		
	JUNE		
	TOTAL		
3RD 93	JULY		
	AUG		
	SEP		
	TOTAL		
4TH 93	OCT		
	NOV		
	DEC		
	TOTAL		
TO: City of Culver City Att: J. Davis, City Eng. 4095 Overland Avenue Culver City, CA 90232 cc: R.L. Cronin - Fruit - WCPL			February 18, 1993 FROM: MOBIL OIL CORPORATION WEST COAST PIPE LINES 3020 OLD RANCH PARKWAY SUITE 200 SEAL BEACH, CA. 90740-2751 Prepared By William H. Dart Jr. Phone 310-493-7222

2

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WEST COAST PIPE LINES

WEST COAST PIPE LINES

3020 OLD RANCH PARKWAY
SUITE 200

SEAL BEACH, CALIFORNIA-90746-2751

ENGINEERING DIVISION
CITY OF CULVER CITY

RECEIVED
FEB 1 1994
CITY ATTORNEY'S
OFFICE

Dear Mr. Davis:

If you should have any questions, please call me at (310-493-7222).

W. H. Dart, Jr.
Measurement Advisor

ROUTED TO	INITIALS & DATE
	[Signature] 1/27/98
COPY TO	Norton Herring Bob Nequist
RETURN TO	
FILE	X-7

3

15

File M-70
make special file for these

VER CITY / QUARTERLY THROUGHPUT REPORT (NET)

		TOTAL NET BARRELS RECEIVED	T.B.D.
4TH 92	OCT	1935554	62,437
	NOV	2033980	67,799
	DEC	2352998	75,903
	TOTAL	6322532	68,723
1ST 93	JAN	1361745	45391.5
	FEB	2059246	73544.5
	MAR	2588168	83489.29
	TOTAL	6009159	67518.64 Annual Average
2ND 93	APRIL	2533384	84446.13
	MAY	2839336	91591.48
	JUNE	2980605	99353.5
	TOTAL	14362484	79791.58 Annual Average
3RD 93	JULY	2727386	87980.19
	AUG	3206119	103423.2
	SEP	3001630	100054.3
	TOTAL	23297619	85969.07 Annual Average
4TH 93	OCT	3178367	102528
	NOV	2767111	92237.03
	DEC	3016878	97318.65
	TOTAL	32259975	88383.49 Annual Average
TO: City of Culver City Attn: J. Davis, City Eng. 4095 Overland Avenue Culver City, CA 90232 cc: R.L.Cronin-Fruit - USS&L		January 17, 1994 FROM: MOBIL OIL CORPORATION MOBIL WEST COAST SUPPLY & LOGISTICS 3020 OLD RANCH PARKWAY SUITE 200 SEAL BEACH, CA 90740-2751 Prepared By William H. Dart Jr. Phone 310-493-7222	

4

116

ROW 5531

INTEROFFICE CORRESPONDENCE

DATE: April 15, 1994

TO: CITY OF CULVER CITY
ATTN: J. DAVIS, CITY ENGINEER
4095 OVERLAND AVENUE
CULVER CITY, CA. 90232

FROM: MOBIL OIL CORPORATION
WEST COAST PIPELINES
3020 OLD RANCH PARKWAY
SUITE 200
SEAL BEACH, CA. 90740-2761

CC: R.L. Cronin-Fruitt
Manager/ ROW

Dear J. Davis:

Attached you will find the first quarterly throughput report for our West Coast pipeline operations in relations to Culver City. Should you have any questions, please do not hesitate to call me (214-658-2364).

Sincerely,


Roy Arredondo

5

X21

CULVER CITY QUARTERLY THROUGHPUT REPORT (NET)

ROW 5531

FIRST QUARTERLY THROUGHPUT REPORT FOR 1994

	TOTAL NET BARRELS RECEIVED	T.B.D.
JANUARY	2,735,331	88,236
FEBRUARY	2,659,564	94,984
MARCH	2,879,658	92,892
TOTAL	8,271,553	91,906

6

X22

Mobil Oil Corporation

ROW 5531

P.O. BOX 900
DALLAS, TEXAS 75221-0900

July 11, 1994

RECEIVED
JUL 18 1994
RIGHT-OF-WAY DEPT.

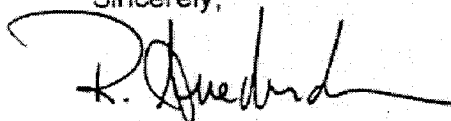
City of Culver City
Attn: J. Davis, City Engineer
4095 Overland Avenue
Culver City, CA 90232

**SECOND QUARTERLY
THROUGHPUT REPORT FOR 1994**

Dear J. Davis:

Attached you will find the second quarterly throughput report for our West Coast pipeline operations in relation to Culver City. Should you have any questions, please do not hesitate to call me on (214) 658-2364.

Sincerely,



Roy Arredondo
PLOCC Manager
WCPL Operations

CC: R. L. Cronin-Fruitt
Manager / ROW

7

X23

CULVER CITY / QUARTERLY THROUGHPUT REPORT (NET)

SECOND QUARTERLY THROUGHPUT REPORT FOR 1994

	TOTAL NET BARRELS RECEIVED	T.B.D.
APRIL	2,954,919	98,497
MAY	2,900,435	93,562
JUNE	2,723,296	90,776
TOTAL	8,578,650	94,278

ROW 5531

Mobil Oil Corporation

P.O. BOX 900
DALLAS, TEXAS 75221-0900

October 10, 1994

City of Culver City
4095 Overland Avenue
Culver City, CA 90232

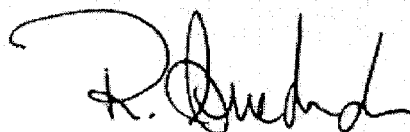
Attention: J. Davis, City Engineer

THIRD QUARTER 1994 THROUGHPUT REPORT

Gentlemen:

Attached is the third quarter 1994 throughput report for our West Coast pipeline operations in relation to Culver City. Should you have any questions, please call me at (214) 658-2364.

Sincerely,



Roy Arredondo
PLOCC Manager
WCPL Operations

RA:st
Attachment

cc: R. L. Cronin-Fruitt, Manager, ROW - Seal Beach
W. H. Dart, Measurement Advisor - Seal Beach

D. Gries

ROW 5531

CULVER CITY/QUARTERLY THROUGHPUT REPORT (NET)

THIRD QUARTER 1994 THROUGHPUT REPORT

	TOTAL NET BARRELS RECEIVED	T.B.D.
July	2,961,088	95,519
August	2,934,365	94,657
September	2,918,075	97,269
TOTAL	8,813,528	95,815

ROW 5531

Mobil Oil Corporation

P.O. BOX 900
DALLAS, TEXAS 75221-0900

January 9, 1995

City of Culver City
4095 Overland Avenue
Culver City, CA 90232

RECEIVED

JAN 1 1994

RIGHT-OF-WAY DEPT.

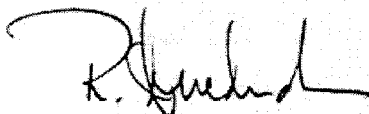
Attention: J. Davis, City Engineer

FOURTH QUARTER 1994 THROUGHPUT REPORT

Gentlemen:

Attached is the third quarter 1994 throughput report for our West Coast pipeline operations in relation to Culver City. Should you have any questions, please call me at (214) 658-2364.

Sincerely,



Roy Arredondo
PLOCC Manager
WCPL Operations

RA:st
Attachment

cc: R. L. Cronin-Fruitt, Manager, ROW - Torrance Mobil Refinery
W. H. Dart, Measurement Advisor - Torrance Mobil Refinery
D. J. Fries, W.C. Crude/LPG Manager - Torrance Mobil Refinery

ROW 5531

CULVER CITY/QUARTERLY THROUGHPUT REPORT (NET)

FOURTH QUARTER 1994 THROUGHPUT REPORT

	TOTAL NET BARRELS RECEIVED	T.B.D.
October	3,014,836	97,253
November	2,905,678	96,856
December	3,060,650	98,731
TOTAL	8,981,164	97,613

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M-70 / Quarterly Throughput Report

1st 95	JAN	2849037	91904.42
	FEB	2473917	88354.18
	MAR	2874841	92736.81
	TOTAL	8197795	91086.61 Year To Date Average
2ND 95	APRIL	2947874	98262.47
	MAY	3120012	100645.5
	JUNE	2936582	97886.07
	TOTAL	17202263	95040.13 Year To Date Average
3RD 95	JULY	3026377	97625.06
	AUG	3005618	96955.42
	SEP	2886452	96215.07
	TOTAL	26120710	95680.26 Year To Date Average
4TH 95	OCT	3040826	98091.16
	NOV	2538673	84622.43
	DEC	2818978	90934.77
	TOTAL	34519187	94573.12 Annual Average
cc: R.L.Cronin - Fruit / US S&L cc: J.D.Deupree / US S&L		FROM: MOBIL OIL CORPORATION US M&R / US S&L 3700 WEST 190th STREET TPT-3-1 TORRANCE, CA. 90509 Prepared By William H. Dart Jr. Phone 310-212-1762	

14
118

Mobil Oil Corporation

3700 WEST 190TH STREET
TORRANCE, CALIFORNIA 90506-2929

1996

January 29, 1997

City of Culver City
Mr. J. Davis
City Engineer
4095 Overland Avenue
Culver City, Ca 90232

Dear Mr. Davis,

RE: Annual Average Throughput Report

Pursuant to City Ordinance No. 92-014, specifically Exhibit "C", Mitigation Measure CC-22, attached you will find the throughput report for the operating year of 1996. This report reflects 60 degree, net barrels delivered to Mobil's Torrance Refinery.

If you should have any questions, please call me at 310-212-1762.

Sincerely,

William H. Dart, Jr.

William H. Dart, Jr.
Measurement Advisor

cc: R.L.Cronin-Fruitt, USM&R-USS&L/Torrance
J.D.Deupree, USM&R-USS&L/Torrance

M-70 / Quarterly Throughput Report

1ST 96	JAN	2186579	70534.81	
	FEB	2503634	86332.21	
	MAR	3044163	98198.81	
	TOTAL	7734376	84993.14	Annual Average
2ND 96	APRIL	2988720	99624	
	MAY	3088350	99624.19	
	JUNE	2927372	97579.07	
	TOTAL	16738818	91971.53	Annual Average
3RD 96	JULY	2955382	95334.9	
	AUG	2951673	95215.26	
	SEP	3017532	100584.4	
	TOTAL	25663405	93662.06	Annual Average
4TH 96	OCT	2915304	94042.06	
	NOV	2057763	68592.1	
	DEC	1621428	52304.13	
	TOTAL	32257900	88136.34	Annual Average
TO: City of Culver City Att: J.Davis, City Eng. 4095 Overland Avenue Culver City, Ca. 90232 cc: R.L.Cronin-Fruitt / US S&L		FROM: MOBIL OIL CORPORATION WEST COAST US S&L 3700 WEST 190th STREET TPT-3-1 TORRANCE, CA. 90509 Prepared By William H. Dart Jr. Phone 310-212-1762		

M-70 / Quarterly Report - Deliveries to Torrance Refinery - Mobil Oil Corp.

1st	Month	Total Delivered	Average	Year To Date Total	Annualized Average
1 9 9 7	January	2,065,317	66623.13		
	February	1,690,872	60388.29		
	March	2,672,184	86199.48		
	TOTAL	6,428,373		6,428,373	17612
2nd	Month	Total Delivered	Average	Year To Date Total	Annualized Average
1 9 9 7	April	2,754,673	91822.43		
	May	3,086,247	99556.35		
	June	2,992,037	99734.57		
	TOTAL	8,832,957		15,261,330	41812
3rd	Month	Total Delivered	Average	Year To Date Total	Annualized Average
1 9 9 7	July	3,004,426	96916.97		
	August	2,912,337	93946.35		
	September	2,899,353	96645.10		
	TOTAL	8,816,116		24,077,446	65966
4th	Month	Total Delivered	Average	Year To Date Total	Annualized Average
1 9 9 7	October	2,975,572	95986.19		
	November	2,994,347	99811.57		
	December	2,960,818	95510.26		
	TOTAL	8,930,737		33,008,183	90,433

TO: City of Culver City
City Engineer
9770 Culver City
Culver City, CA 90232-0507

cc: R.L.Cronin-Fruitt
J.D.Deupree

18

120

1998

February 3, 1999

City of Culver City
City Engineer
9770 Culver Blvd.
Culver City, CA 90232-0507

RE: ANNUAL THROUGHPUT REPORT

Pursuant to City Ordinance NO. 92-014, specifically Exhibit "C"; Mitigation Measure "CC-22", attached you will find the annualized throughput report for the operating year 1998. This report reflects 60° F. net barrels (NSV) delivered to Mobil Oil's Torrance CA. Refinery.

Should you have any questions, please call me 310-212-1762.

Sincerely,

William H. Dart, Jr.
Measurement Advisor, West Coast S&L

cc: R.L.Cronin-Fruitt
J.D.Deupree

19

X-11

1998

ROW 5531

M-70 / Quarterly Report - Deliveries to Torrance Refinery - Mobil Oil Corp.

1st	Month	Total Delivered	Average	Year To Date Total	Annualized Average
1					
9					
9					
8	January	2,940,645.9	94859.54		
	February	2,540,617.3	90736.33		
	March	2,944,900.2	94996.78		
	TOTAL	8,426,163.4			23085
2nd	Month	Total Delivered	Average	Year To Date Total	Annualized Average
1					
9					
9					
8	April	2,706,823	90227.43		
	May	2,545,600	82116.13		
	June	2,890,685	96356.17		
	TOTAL	8,143,108.0		16,569,271	45395
3rd	Month	Total Delivered	Average	Year To Date Total	Annualized Average
1					
9					
9					
8	July	3,026,555	97630.80		
	August	2,829,465	91273.07		
	September	2,509,368	83645.62		
	TOTAL	8,365,388.7		24,934,660	68314
4th	Month	Total Delivered	Average	Year To Date Total	Annualized Average
1					
9					
9					
8	October	2,664,893	85964.29		
	November	2,458,863	81962.10		
	December	2,549,093	82228.81		
	TOTAL	7,672,849		32,607,509	89,336

20

X12

City Atty

Mobil Oil Corporation

RECEIVED

200 FEB 14 PM 1:49

SOUTHWESTERN TERMINAL

799 SOUTH SEASIDE AVENUE
TERMINAL ISLAND, CALIFORNIA 90731

1999

ENGINEERING DIVISION
CITY OF CULVER CITY

February 9, 2000

City of Culver City
City Engineer
9770 Culver Blvd.
Culver City, CA 90232-0507

RE: ANNUAL THROUGHPUT REPORT

Pursuant to City Ordinance NO. 92-014, specifically Exhibit "C"; Mitigation Measure "CC-22", attached you will find the annualized throughput report for the operating year 1999. This report reflects 60° F. net barrels (NSV) delivered to Mobil Oil's Torrance CA. Refinery.

Should you have any questions, please call me 310-212-1762.

Sincerely,

William H. Dart, Jr.

William H. Dart, Jr.
West Coast S&L

cc: R.L.Cronin-Fruitt
J.D.Deupree

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M-70 / Quarterly Report - Deliveries to Torrance Refinery - Mobil Oil Corp.

1st	Month	Total Delivered	Average	Year To Date Total	Annualized Average
1 9 9 9	January	2,542,035.92	82001.16		
	February	2,137,241.07	76330.04		
	March	2,828,430.39	91239.69		
	TOTAL	7,507,707.38			20569
2nd	Month	Total Delivered	Average	Year To Date Total	Annualized Average
1 9 9 9	April	2,885,410.99	96180.37		
	May	2,994,454.96	96595.32		
	June	2,865,818.64	95527.29		
	TOTAL	8,745,684.6		16,253,392	44530
3rd	Month	Total Delivered	Average	Year To Date Total	Annualized Average
1 9 9 9	July	2,588,573	83502.34		
	August	2,089,141	67391.63		
	September	2,383,418	79447.27		
	TOTAL	7,061,131.3		23,314,523	63875
4th	Month	Total Delivered	Average	Year To Date Total	Annualized Average
1 9 9 9	October	2,647,891	85415.84		
	November	2,593,877	86462.57		
	December	2,827,819	91219.97		
	TOTAL	8,069,587		31,384,110	85,984

22

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ExxonMobil Pipeline Company
Torrance Meters
20225 South Van Ness Avenue
Torrance, California 90503
310 212 1762 Telephone
310 328 3954 Facsimile

FILE: MOBIL OIL
Bill H. Dart
Field Supervisor
Pipeline Operations

2000

ExxonMobil
Pipeline

January 29, 2001

City of Culver City
City Engineer
9770 Culver Blvd.
Culver City, CA 90232-0507

RE: ANNUAL THROUGHPUT REPORT

Pursuant to City Ordinance NO. 92-014, specifically Exhibit "C", Mitigation Measure "CC-22", attached you will find the annualized throughput report for the fourth quarter of the 2000 operating year. This report reflects 60°F net barrels (NSV) delivered to ExxonMobil, Torrance CA. Refinery.

Should you have any questions, please call me 310-212-1762.

Sincerely,



M. Steven Brett
ExxonMobil Pipeline, West Coast

cc: R.L.Cronin-Fruitt
Debbie Hart

23
123

2000

M-70 / Quarterly Report - Deliveries to Torrance Refinery - Mobil Oil Corp.

1st	Month	Total Delivered	Average	Year To Date Total	Annualized Average
2					
0					
0					
0	January	2,886,765.81	93121.48		
	February	2,725,504.75	93982.92		
	March	2,745,399.81	88561.28		
	TOTAL	8,357,670.37		8,357,670	22835.16

2nd	Month	Total Delivered	Average	Year To Date Total	Annualized Average
2					
0					
0					
0	April	2,768,087.50	92269.58		
	May	3,120,209.74	100651.93		
	June	3,052,828.83	101760.96		
	TOTAL	8,941,126.07		17,298,796	47264.47

3rd	Month	Total Delivered	Average	Year To Date Total	Annualized Average
2					
0					
0					
0	July	3,175,660	102440.65		
	August	3,168,267	102202.15		
	September	3,093,109	103103.65		
	TOTAL	9,437,036.3		26,735,833	73048.72

4th	Month	Total Delivered	Average	Year To Date Total	Annualized Average
2					
0					
0					
0	October	2,210,647	71311.20		
	November	2,756,872	91895.72		
	December	2,950,327	95171.85		
	TOTAL	7,917,846		34,653,679	94,682.18

24
124

ExxonMobil Pipeline Company
12851 East 166th Street
Cerritos, California 90703-2103

2002

RECEIVED

03 FEB 14 AM 10:39

VIA UPS DELIVERY

CITY ATTORNEY-RISK MGMT
CITY OF CULVER CITY

ExxonMobil
Pipeline

February 13, 2003

Ms. Carol A. Schwab - City Attorney
Mr. Mark A. Ambrozich, City Treasurer
City of Culver City
9770 Culver Blvd.
Culver City, CA 90232-0507

RE: Ordinance No. 92-014

Dear Ms. Schwab and Mr. Ambrozich:

Pursuant to City of Culver City Ordinance No. 92-014, specifically Mitigation Measure CC-22, please find enclosed the 2002 Annual Average Throughput Report for ExxonMobil Oil Corporation's M-70 Pipeline. Annualized average throughput for the M-70 pipeline system equates to 108,401 barrels per day.

With respect to the above, and pursuant to Mitigation Measure CC-23 of above referenced Ordinance, a payment in the amount \$949,091.25 is due the City of Culver City. Payment will be submitted under a separate letter by the March 31, 2003 due date.

While ExxonMobil is committed to complying with the terms of Ordinance No. 92-014, we would like to discuss with the City of Culver City amending the Ordinance. As discussed in our previous communications with the City, we request your consideration to modify condition CC-23 of said Ordinance in order to be consistent with the increased throughput allowance approved and authorized by the City of Los Angeles, pursuant to the First Addendum to the Final Environmental Impact Report/Statement for the M-70 Pipeline Replacement and Optimization Project.

We look forward to your response pertaining to modification of Mitigation Measure CC-23 of Ordinance No. 92-014. Should you have any questions, please contact me at (310) 212-1761.

Very truly yours,

Ruth Cronin-Fruitt

Ruth Cronin-Fruitt, Regional Mgr.
West Coast Right of Way Dept.

Enclosure

cc: Mr. Joel Larkin

25
125

M-70 / Quarterly Report - Deliveries to Torrance - ExxonMobil Oil Corp.

1st	Month	Total Delivered	Average	Year To Date Total	Annualized Average
2002	January	3,423,286	110428.58		
	February	2,965,195	105899.82		
	March	3,529,288	113848.00		
	TOTAL	9,917,769		9,917,769	27171.97

2nd	Month	Total Delivered	Average	Year To Date Total	Annualized Average
2002	April	3,332,285	111076.17		
	May	3,518,399	113496.74		
	June	3,280,266	109342.20		
	TOTAL	10,130,950		20,048,719	54928.00

3rd	Month	Total Delivered	Average	Year To Date Total	Annualized Average
2002	July	3,374,096	108841.81		
	August	3,361,709	108442.23		
	September	3,323,839	110794.63		
	TOTAL	10,059,644		30,108,363	82488.67

4th	Month	Total Delivered	Average	Year To Date Total	Annualized Average
2002	October	3,496,450	112788.71		
	November	3,015,902	100530.07		
	December	2,945,801	95025.84		
	TOTAL	9,458,153		39,566,516	108,401.41

The annualized average numbers for the first three quarters have been corrected from the previous report.

26
126

ExxonMobil Pipeline Company
12851 East 156th Street
Cerritos, California 90703
(310) 212-1762 Telephone
(310) 212-1788 Facsimile

M.S. t
Southern Area Operations Supervisor

2003

ExxonMobil
Pipeline

1/19/04

City of Culver City
City Engineer
9770 Culver Blvd.
Culver City, CA 90232-0507

RE: QUARTERLY THROUGHPUT REPORT

Pursuant to City Ordinance NO. 92-014, specifically Exhibit "C", Mitigation Measure "CC-22", attached you will find the quarterly throughput report for the fourth quarter of the 2003 operating year. This report reflects 60°F net barrels (NSV) delivered to ExxonMobil, Torrance CA. Refinery.

Should you have any questions, I can be contacted at (310) 212-1762.

Sincerely,



M. Steve Brett
ExxonMobil Pipeline, West Coast

cc: R.L.Cronin-Fruitt
Debbie Hart

27
130

M-70 / Quarterly Report - Deliveries to Torrance - ExxonMobil Oil Corp.

1st	Month	Total Delivered	Average	Year To Date Total	Annualized Average
2					
0					
0					
3	January	3,364,195	108,522		
	February	2,965,585	105,914		
	March	3,325,932	107,288		
	TOTAL	9,655,711		9,655,711	26,454

2nd	Month	Total Delivered	Average	Year To Date Total	Annualized Average
2					
0					
0					
3	April	2,988,828	99,628		
	May	3,170,932	102,288		
	June	3,123,009	104,100		
	TOTAL	9,282,768		18,938,479	51,886

3rd	Month	Total Delivered	Average	Year To Date Total	Annualized Average
2					
0					
0					
3	July	3,281,025	105,840		
	August	3,390,668	109,376		
	September	3,212,106	107,070		
	TOTAL	9,883,799		28,822,278	78,965

4th	Month	Total Delivered	Average	Year To Date Total	Annualized Average
2					
0					
0					
3	October	3,176,894	102,480		
	November	3,074,034	102,468		
	December	3,240,506	104,532		
	TOTAL	9,491,434		38,313,712	104,969

28
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ExxonMobil Pipeline Company
Torrance Meters
20225 South Van Ness Avenue
Torrance, California 90503
310 212 1762 Telephone
310 328 3954 Facsimile

M.S. Brett
Field Supervisor
Pipeline Operations

CC - City Attorney

RECEIVED RECEIVED
05 JAN 25 AM 10:13 PH 12:39

2004

ENGINEERING DIVISION
CITY OF CULVER CITY

ExxonMobil
Pipeline

January 8, 2005

City of Culver City
City Engineer
9770 Culver Blvd.
Culver City, CA 90232-0507

RE: ANNUAL THROUGHPUT REPORT

Pursuant to City Ordinance NO. 92-014, specifically Exhibit "C", Mitigation Measure "CC-22", attached you will find the quarterly throughput report for the 2004 operating year. This report reflects 60°F net barrels (NSV) delivered to ExxonMobil, Torrance CA. Refinery.

Should you have any questions, I can be contacted at (310) 212-1762.

Sincerely,

M. Steve Brett

M. Steve Brett
ExxonMobil Pipeline, West Coast

cc: R.L.Cronin-Fruitt
Rick MacDonald

29
134

M-70 / Quarterly Report - Deliveries to Torrance - ExxonMobil Oil Corp.

Ist	Month	Total Delivered	Average	Year To Date Annualized
				Total Average

2
0
0

4

January
February
March

2,878,221	92,846
2,029,878	72,496
2,390,111	77,100

TOTAL

7,298,210

7,298,210

19,995

2nd

Month

Total Delivered

Average

Year To Date Annualized
Total Average

2
0
0
4

April
May
June

2,766,196	92,207
3,060,250	98,718
3,044,493	101,483

TOTAL

8,870,940

16,169,150

44,299

3rd

Month

Total Delivered

Average

Year To Date Annualized
Total Average

2
0
0
4

July
August
September

3,265,914	105,352
3,211,313	103,591
3,056,402	101,880

TOTAL

9,533,629

25,702,779

70,419

4th

Month

Total Delivered

Average

Year To Date Annualized
Total Average

2
0
0
4

October
November
December

3,178,900	102,545
3,063,173	102,106
2,800,229	90,330

TOTAL

9,042,303

34,745,081

95,192

30

135

ExxonMobil Pipeline Company
12851 East 166th Street
Cerritos, California 90703-2103

2005

ExxonMobil
Pipeline

January 23, 2006

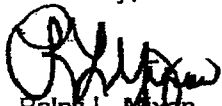
City of Culver City
City Engineer
9770 Culver Blvd.
Culver City, CA 90232-0507

RE: ANNUAL THROUGHPUT REPORT

Pursuant to City Ordinance NO. 92-014, specifically Exhibit "C", Mitigation Measure "CC-22", attached you will find the annual throughput report for the 2005 operating year. This report reflects 60°F net barrels (NSV) delivered to ExxonMobil, Torrance CA, Refinery.

Should you have any questions, I can be contacted at (310) 212-1762.

Sincerely,



Ralph L. Nixon
ExxonMobil Pipeline, West Coast

cc: R.L.Cronin-Fruitt
Rick MacDonald

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140

M-70 / Quarterly Report - Deliveries to Torrance - ExxonMobil Oil Corp.

1st Month Total Delivered Average Year To Date Annualized
Total Average

2
0
0
5

January 2,656,292 85,687
February 2,544,705 90,882
March 3,009,685 97,087

TOTAL 8,210,682 8,210,682 22,495

2nd Month Total Delivered Average Year To Date Annualized
Total Average

2
0
0
5

April 3,052,471 101,749
May 3,012,431 97,175
June 2,925,539 97,518

TOTAL 8,990,441 17,201,123 47,126

3rd Month Total Delivered Average Year To Date Annualized
Total Average

2
0
0
5

July 2,967,818 95,736
August 3,053,508 98,500
September 3,023,263 100,775

TOTAL 9,044,589 26,245,712 71,906

4th Month Total Delivered Average Year To Date Annualized
Total Average

2
0
0
5

October 3,152,321 101,688
November 2,897,925 96,598
December 2,910,817 93,897

TOTAL 8,961,063 35,206,775 96,457

32

141

ExxonMobil Pipeline Company
12851 East 165th Street
Cerritos, California 90703-2103

2006

ExxonMobil
Pipeline

January 12, 2007

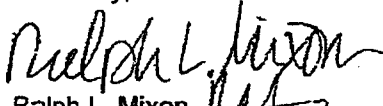
City of Culver City
City Engineer
9770 Culver Blvd.
Culver City, CA 90232-0507

RE: ANNUAL THROUGHPUT REPORT

Pursuant to City Ordinance NO. 92-014, specifically Exhibit "C", Mitigation Measure "CC-22", attached you will find the annual throughput report for the **2006** operating year. This report reflects 60°F net barrels (NSV) delivered to ExxonMobil, Torrance CA. Refinery.

Should you have any questions, I can be contacted at (310) 212-1762.

Sincerely,


Ralph L. Mixon
ExxonMobil Pipeline, West Coast

cc: Jim Rose
R.L. Cronin-Fruitt
Rick MacDonald
Shane Holecek

33
144

M-70 / Quarterly Report - Deliveries to Torrance - ExxonMobil Oil Corp.

1st	Month	Total Delivered	Average	Year To Date Annualized
				Total Average

2
0
0
6

January	2797207	90,232
February	1652553	59,020
March	929246	29,976

TOTAL	5,379,006	5,379,006	14,737
-------	-----------	-----------	--------

2nd	Month	Total Delivered	Average	Year To Date Annualized
				Total Average

2
0
0
6

April	1,892,853	63,095
May	3,008,376	97,044
June	2,874,597	95,820

TOTAL	7,775,826	13,154,832	36,041
-------	-----------	------------	--------

3rd	Month	Total Delivered	Average	Year To Date Annualized
				Total Average

2
0
0
6

July	2,646,714	85,378
August	2,512,283	81,041
September	2,679,739	89,325

TOTAL	7,838,736	20,993,568	57,517
-------	-----------	------------	--------

4th	Month	Total Delivered	Average	Year To Date Annualized
				Total Average

2
0
0
6

October	2,769,685	89,345
November	3,055,752	101,858
December	3,080,442	99,369

TOTAL	8,905,879	29,899,447	81,916
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34
145

ExxonMobil Pipeline Company
12851 East 165th Street
Cerritos, California 90703-2103

2007

ExxonMobil
Pipeline

January 18, 2008

City of Culver City
City Engineer
9770 Culver Blvd.
Culver City, CA 90232-0507

RE: ANNUAL THROUGHPUT REPORT

Pursuant to City Ordinance NO. 92-014, specifically Exhibit "C", Mitigation Measure "CC-22", attached you will find the annual throughput report for the 2007 operating year. This report reflects 60°F net barrels (NSV) delivered to ExxonMobil, Torrance CA Refinery.

Should you have any questions, I can be contacted at (310) 212-1762.

Sincerely,

R. Cronin-Fruitt

Ralph L. Mixon *bor*
ExxonMobil Pipeline, West Coast

cc: Jim Rose
R.L. Cronin-Fruitt
Rick MacDonald
Shane Holecek

35
147

M-70 / Quarterly Report - Deliveries to Torrance - ExxonMobil Oil Corp.

1st	Month	Total Delivered	Average	Year To Date Annualized Total	Average
-----	-------	-----------------	---------	----------------------------------	---------

2
0
0
7

January	3132002	101,032
February	2351383	83,978
March	2236272	72,138

TOTAL	7,719,657	7,719,657	21,150
-------	-----------	-----------	--------

2nd	Month	Total Delivered	Average	Year To Date Annualized Total	Average
-----	-------	-----------------	---------	----------------------------------	---------

2
0
0
7

April	1,852,700	61,757
May	2,297,825	74,123
June	2,656,254	88,542

TOTAL	6,806,779	14,526,436	39,798
-------	-----------	------------	--------

3rd	Month	Total Delivered	Average	Year To Date Annualized Total	Average
-----	-------	-----------------	---------	----------------------------------	---------

2
0
0
7

July	2,664,548	85,953
August	1,874,191	60,458
September	1,025,095	34,170

TOTAL	5,563,834	20,090,270	55,042
-------	-----------	------------	--------

4th	Month	Total Delivered	Average	Year To Date Annualized Total	Average
-----	-------	-----------------	---------	----------------------------------	---------

2
0
0
7

October	1,658,706	53,507
November	2,572,357	85,745
December	2,915,745	94,056

TOTAL	7,146,808	27,237,078	74,622
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SECTION

B

FRANCHISE AGREEMENT

PAGES 8-49

[PAGES 1-7 NOT PART
OF THIS SECTION]

ORDINANCE NO. 92-014

AN ORDINANCE OF THE CITY OF CULVER CITY, CALIFORNIA, GRANTING TO MOBIL OIL CORPORATION, A NEW YORK CORPORATION, A FRANCHISE TO OPERATE AND MAINTAIN A CERTAIN PIPELINE AND APPURTENANCES FOR THE TRANSPORTATION OF HYDROCARBON SUBSTANCES IN THE CITY OF CULVER CITY.

WHEREAS, Mobil Oil Corporation presently has a franchise for an underground pipeline pursuant to an agreement granted by the City of Culver City on June 17, 1977, (as amended May 1, 1987); and

WHEREAS, Mobil Oil Corporation, a New York corporation, has applied to the City of Culver City for an amendment/reissuance of its franchise for a pipeline and appurtenances to transport hydrocarbon substances extending approximately 2.72 linear miles under the public streets and alleys of Culver City; and

WHEREAS, pursuant to Resolution No. 92-R072, adopted on August 10, 1992, the City Council declared its intention to grant a non-exclusive franchise, and set a public hearing on the proposed new franchise for September 14, 1992, which was continued to September 21, 1992 and October 12, 1992 in accordance with Culver City Charter section 1400; and

WHEREAS, the proposed pipeline entails new construction and the transportation of substances at a potentially higher volume than the existing pipeline and, consequently, the City of Los Angeles, as lead agency, certified a Final Environmental Impact Report/Statement for the Proposed M-70 Pipeline Replacement and System Optimization Project on February 28, 1991 in accordance with the California Environmental Quality Act and National Environmental Policy Act; and

WHEREAS, on September 14, 21, and October 12, 1992, the City Council held its public hearing on the proposed franchise and, following public

1 testimony and thorough discussion of the application, determined to amend and
2 reissue a franchise to Mobil Oil Corporation on the terms and conditions provided
3 herein.

4 NOW THEREFORE, the City Council of the City of Culver City, California,
5 DOES HEREBY ORDAIN as follows:

6 SECTION 1. TERMS AND CONDITIONS OF FRANCHISE:

7 A. Terms of Franchise.

8 This franchise is hereby granted to Mobil Oil Corporation, hereinafter
9 referred to as Grantee, for a term of five years (the "Initial Term") from the
10 effective date of this franchise, subject to all of the limitations and
11 restrictions herein contained. This franchise may be terminated by voluntary
12 surrender or abandonment by Grantee, or by forfeiture for non-compliance
13 of the terms and provisions hereof. Grantee shall further have the option to
14 extend this franchise for three additional five-year terms (the "Subsequent
15 Terms") for a fee as agreed to by the parties or determined to be reasonable
16 in light of franchise fees then being charged by jurisdictions for rights-of-
17 way of similar size and type. Grantee may exercise its rights to extend this
18 franchise by notifying the City of its election to extend this franchise in
19 writing no later than ninety (90) days prior to the expiration of the then
20 current term.

21 B. Grant of Franchise.

22 This franchise grants to Grantee the right, and privilege to install,
23 operate, maintain, replace and repair a sixteen-inch (16") diameter pipeline,
24 for the transportation of heavy oil, which has an API gravity of less than 30
25 degrees by ASTM Method D-1298 or water in, under, along and across
26 certain public streets, highways and alleys, hereinafter for the convenience
27 collectively referred to as "streets," in the City of Culver City, County of Los
28

1 Angeles, State of California, hereinafter referred to as "City", as described
2 in Exhibit "A", attached hereto and shown on the map attached hereto as
3 Exhibit "B".

4 C. Appurtenances.

5 The Grantee shall have the right to operate, maintain, repair or
6 replace such scraper traps, manholes, flanges, conduits, culverts, valves,
7 appliances, cathodic protection systems, attachments and other
8 appurtenances (hereinafter for convenience collectively referred to as
9 "appurtenances") as may be necessary or convenient for the proper
10 maintenance and operation of the pipeline under this franchise; provided,
11 however, that Grantee shall first secure the requisite permits and/or
12 approvals from City for construction or excavation.

13 SECTION 2. MAINTENANCE AND REPAIR.

14 A. Grantee shall maintain the pipeline in good, workerlike manner
15 and in conformity with all applicable and lawful federal, state and local rules
16 and regulations and shall perform any necessary repairs. City agrees to
17 process all permit and excavation applications in a timely manner and for a
18 reasonable fee.

19 B. Grantee shall conduct maintenance and repair of the pipeline
20 with the least possible hindrance to the use of the streets for purposes of
21 travel, and as soon as such work is completed, all portions of the streets
22 which have been excavated or otherwise damaged thereby shall be repaired
23 in cooperation with and to the satisfaction of the City. The term "repair" as
24 used in this Ordinance shall mean compliance with Culver City Municipal
25 Code section 30-29. In the activities, the Grantee shall indemnify the City
26 as provided in Section 11.

27 C. Grantee, upon completing any street opening, shall repair all
28

1 streets, highways, private and public property to the satisfaction of the City,
2 and does by this franchise, guarantee that the work of restoration shall be
3 good against all faulty workmanship and materials and shall, for a period of
4 one (1) year thereafter, maintain all such restored street surfaces in as good
5 condition as other portions of said street, and according to current
6 ordinances of the City, not disturbed by said opening.

7 D. Grantee shall make such deposits of money or shall file such
8 bonds upon request of the City, with the City as may be required to insure
9 satisfaction and completion of all construction activity, both in connection
10 with the initial construction of the pipeline and with the subsequent repairs
11 of same within public rights of way.

12 E. In all duties of the Franchisee, time is of the essence.

13 SECTION 3. SAFETY REQUIREMENTS.

14 A. Conformance with Pressure Piping Code

15 The pipeline and appurtenances shall be operated, maintained,
16 replaced or repaired in accordance with the latest revision of the "American
17 National Standard Code for Pressure Piping ANSI/ASME B31.4-1979;"
18 American Petroleum Institute Standard 1104; Code of Federal Regulations,
19 Part 195, Title 49 U.S.C. and other applicable standards and codes,
20 whichever is the most stringent.

21 B. Conformance with Federal and State Codes

22 The pipeline and appurtenances shall be operated, maintained, replaced or
23 repaired in accordance with all Federal standards for the constructing of
24 interstate pipelines as set forth in Federal laws, rules or regulations.

25 Whenever there is a conflict with the Federal or State standards, the more
26 stringent standard will prevail.
27
28

1 C. Conformance with City Ordinances and Permits

2 The pipeline and appurtenances shall be operated, maintained,
3 replaced or repaired in conformity with all ordinances, rules or regulations in
4 effect at the time of granting of this franchise, or as prescribed by the City
5 Council, and in accordance with the terms and conditions of any permit
6 issued by the City Engineer.

7 D. Certified Test Results

8 For those pipelines subject to the provisions of the Pipeline Safety Act
9 of 1981, (California Government Code Section 51010, et seq.), the testing
10 shall be conducted as required by the State Fire Marshal, and certified test
11 results shall be requested by the City from the Fire Marshal. In the event
12 the State Fire Marshal shall fail to provide such certified test results to the
13 City, Grantee shall provide such test results to the City upon request.

14 SECTION 4. STREET EXCAVATION RULES

15 A. Permit Required.

16 Except in an emergency, the Grantee shall not excavate in a City
17 street without having first obtained a Construction-Excavation Permit from
18 the City Engineer. The Grantee shall pay any fees required by such permit.
19 Such application may include a traffic control plan and other information as
20 required by the City Engineer. As used herein, "emergency" shall refer to
21 situations in which persons are endangered or property or environmental
22 damage may result, or other requirements of law, rule or regulation or
23 government order may be violated, if work is delayed pending issuance of a
24 permit, and "City Street" shall mean any public street, alley, way, or any
25 property owned by the City.

26 B. Duty to Repair Streets.

27 As soon as any street excavation work is completed, all portions of
28

1 the streets excavated or otherwise damaged thereby shall be repaired
2 consistent with existing ordinances to the satisfaction of the City Engineer.
3 All street repair work shall be made by the Grantee at the expense of the
4 grantee in accordance with the ordinances of the City and the conditions of
5 the Construction-Excavation Permit issued therefor by the City Engineer.

6 C. Capital Improvement Plan.

7 Annually, prior to January 1st, the Grantee shall submit a project five-
8 year capital improvement plan for its facilities subject to this Ordinance.

9 Scheduling for repair, replacement or modifications shall be described by
10 year and location in order to provide information to the City for coordination
11 with its public works capital improvement program. Projects not on such a
12 schedule may be denied a permit unless the work is an emergency or the
13 need is unforeseen. Justification may be required from the Grantee.

14 SECTION 5. CLEAN-UP OF BREAKS AND LEAKS.

15 Mobil Oil shall report immediately any spills or leaks to the City
16 Engineer. If any portion of any street shall be damaged by reason of breaks or
17 leaks in any pipe or conduit operated or maintained under this franchise, or if any
18 street, sidewalk, sewer, storm drain or other facility be contaminated with crude
19 oil, waste water, diesel fuel, gasoline or other substance transported in said
20 pipelines, the Grantee shall, at its own expense, immediately repair or clean up or
21 cause to be repaired or cleaned up any such damage or contamination and repair
22 such street, sidewalk, sewer, storm drain or other facility to the satisfaction of the
23 City Engineer. Such cleanups shall be accomplished in a timely manner, with as
24 little public disruption as possible.

25 The Grantee shall be responsible to reimburse the City for all costs
26 associated with City services provided during such break or leak. The
27 reimbursement shall include the current rate of overhead being charged by the City
28

1 for reimbursable work. Reimbursable work shall include, but not be limited to,
2 inspection, traffic control, police, fire, street, environmental and other City
3 response forces.

4 SECTION 6. EMERGENCY CREWS.

5 At all times during the term of this franchise, the Grantee shall
6 maintain on a twenty-four (24) hour basis personnel to operate the pipeline
7 system, including the leak detection system and the communications cable. In
8 addition, during the term of this franchise, the Grantee shall maintain on a twenty-
9 four (24) hour basis adequate standby equipment and properly trained emergency
10 standby crews, for the purpose of implementing emergency response such as
11 repairs, oil spill cleanup, preventing or minimizing damage or the threat of damage
12 to people or the environment in the event of an emergency resulting from an
13 earthquake, act of war, civil disturbance, flood, leakage or other cause. The
14 emergency standby crews and equipment shall be capable of being at the site
15 requiring the emergency call-out within two (2) hours. All vaults within the City, if
16 any, shall be adequately secured, and City personnel briefed in obtaining access
17 and shutting off valves.

18 SECTION 7. COMPENSATION TO THE CITY

19 A. Upon approval of this ordinance, the Grantee shall pay to the
20 City the sum of \$10,000.000 which shall be an administrative fee for
21 appraisal services, Engineering, Emergency, Legal and other city services
22 incurred by the City in processing this franchise application. This in addition
23 to the \$10,000 paid by Franchisee on August 17, 1992, for such services.

24 B. During the Initial Term, Grantee shall pay to the City a base
25 annual fee of \$64,139.85, for a four foot wide right-of-way to install, repair
26 and have access to the 16-inch diameter pipeline. The first fee shall be paid
27 upon acceptance of the franchise and annually thereafter by the anniversary
28

1 date pursuant to Section 1.A. Grantee shall pay on or before the first day
2 of any Subsequent Term the new annual fee agreed to by the parties and on
3 each successive anniversary date of the franchise thereafter.

4 C. The compensation provided for in Section 7.B shall be subject
5 to an increase after the first year of the franchise on the anniversary date of
6 the franchise, and each subsequent year thereafter during the term of this
7 franchise. The amount of increase shall be computed pursuant to the
8 Producer Price Index for All Commodities in the following manner:

9 The base for computing the adjustment is the Producer Price
10 Index for All Commodities, published by the United States Department
11 of Labor, Bureau of Labor Statistics ("Index"), which is published for
12 the month nearest the date of the commencement of the term of this
13 franchise ("Beginning Index"). If the Index published nearest the
14 anniversary date ("Extension Index") has increased over the Beginning
15 Index, the franchise fee for the following year (until the next
16 adjustment) shall be set by multiplying the franchise fee set forth in
17 Section 7.B by a fraction, the numerator of which is the Extension
18 Index and the denominator of which is the Beginning Index. In no
19 case shall this increase compensation be less than the franchise fee
20 set forth in Section 7.B. If the Index is discontinued or revised during
21 the term, such other mutually agreeable governmental index or
22 computation with which it is replaced shall be used in order to obtain
23 substantially the same result as would be obtained if the index had
24 not been discontinued or revised.

25 D. The franchise fee set out in this Section shall in no way limit
26 Grantee's obligation to compensate City or any private citizen for any
27 damage, claim, expense, or loss whatsoever as set forth in this franchise.
28

1 E. Compensation Adjustments and Compensation in the Event of
2 Removal or Abandonment. Notwithstanding the provisions of paragraphs
3 7.B and 7.C, the Grantee shall be liable to pay the City the annual fee for
4 the period to and including the date of either actual removal of the facilities
5 or the effective date of the properly approved abandonment "in place"
6 authorized by the City, and until the Grantee shall have fully complied with
7 all the provisions of law or ordinances relative to such abandonments.

8 In the event of partial abandonment of facilities with the
9 approval of the City as elsewhere in the ordinance provided, or in the event
10 of partial removal of such facilities by the Grantee, the payments otherwise
11 due the City for occupancy of the streets by such facilities shall be reduced
12 by the length of pipeline abandoned times the rate per foot to be charged
13 beginning with the first day of the next succeeding franchise year, and for
14 each franchise year thereafter; provided, however, that the said base rate
15 shall be modified to reflect the Price Index adjustment (per Paragraph 7.C)
16 applicable to such abandoned or removed pipeline at the beginning of the
17 next succeeding franchise year following abandonment or removal.

18 F. Grantee shall pay to the City, on demand, the cost of all repairs
19 to public property made necessary by any operation of the Grantee under
20 this franchise.

21 G. Any payment due from Grantee to City under any provision of
22 this franchise which is not paid when due shall bear interest at the highest
23 amount allowable by law, but the payment of such interest shall not excuse
24 nor cure any other default by Grantee under this franchise. All payments
25 shall be paid, without deduction or offset except as herein provided, to the
26 office of the City Treasurer of the City at 4095 Overland Avenue, Culver
27 City, California 90232- 0507, or at such place as the City shall from time to
28

1 time designate in writing.

2 In the event any payment required under this Section 7 is late,
3 the following schedule of late charges shall be applicable to that portion
4 which is overdue:

5 (1) late 10 days but less than 30 days--2% of the
6 amount due; plus:

7 (2) for each additional 30 days or fraction thereof over
8 30 days--an additional 2% of the amount, including interest due
9 under this Section 7.G.

10 SECTION 8. REMOVAL OR ABANDONMENT
11 OF FACILITIES.

12 A. Application to City Engineer

13 At the expiration, revocation or termination of this franchise or of the
14 permanent discontinuance of the use of its facilities or any portion thereof,
15 the Grantee shall, within thirty (30) days thereafter, make a written
16 application to the City Engineer for authority to abandon all or a portion of
17 such facilities. Such application shall describe the facilities desired to be
18 abandoned or removed by reference to the map or maps required by section
19 1 of this ordinance and shall also describe with reasonable accuracy the
20 relative physical condition of such facilities. Abandonment of the pipeline
21 shall be accomplished as required by the Pipeline Safety Act, State or
22 Federal regulations, or any successor legislation.

23 B. Determination of City Engineer.

24 The City Engineer shall determine whether such abandonment or
25 removal which is thereby proposed may be affected without detriment to
26 the public interest or under what conditions such proposed abandonment or
27 removal may be safely affected. He shall then notify the Grantee, and
28

1 according to such requirements as shall be specified in the City Engineer's
2 order and applicable state and federal regulations, the Grantee shall, within
3 ninety (90) days thereafter, either:

4 (1) Remove all or a portion of such facilities; or

5 (2) Abandon in place all or a portion of such facilities, as set
6 forth in the City Engineer's order.

7 C. Failure to Properly Abandon.

8 If any facilities to be abandoned in place subject to prescribed
9 conditions shall not be abandoned in accordance with all such conditions,
10 then the City Engineer may make additional appropriate orders, including, if
11 he deems desirable, an order that the Grantee shall remove all such facilities
12 in accordance with applicable requirements of the Pipeline Safety Act or
13 other governing law or statute. In the event the Grantee shall fail to remove
14 any facilities which it is obligated to remove in accordance with such
15 applicable requirements within such time as may be prescribed by the City
16 Engineer, then the City may remove or cause to be removed such facilities
17 at the Grantee's expense and the Grantee shall pay to the City the actual
18 cost thereof plus the current rate of overhead being charged by the City for
19 reimbursable work. The bond provided at Mitigation Measure CC-18 and
20 insurance provided at Section 12, shall be available to the City to recover
21 such expense.

22 SECTION 9. REARRANGEMENT OF FACILITIES

23 A. Expense of Grantee

24 Whenever, during the existence of this franchise, the City shall
25 change the grade, width or location of any street or improve any street in
26 any manner, including the laying of any sewer, storm drain, conduits, gas,
27 water or other pipes owned or operated by the City or any other public
28

1 agent, or construct any pedestrian tunnels, or other work of the City (the
2 right to do all of which is specifically reserved to the City without any
3 admission on its part that it would not otherwise have such rights) and such
4 work shall, in the opinion of the City Engineer, render necessary any change
5 in the position or location of any facilities of the Grantee in the street, the
6 Grantee shall, at its own cost and expense, do any and all things to effect
7 such change in position or location in conformity with the written notice of
8 the City Engineer as provided in Paragraph D below; provided however, that
9 the City shall not require the Grantee to remove its conduits or lines entirely
10 from the street.

11 B. Expense of Others

12 Except as provided in Paragraph A of this Section 9, when such
13 rearrangement is done for the accommodation of any person, firm or
14 corporation, the cost of such rearrangement shall be borne by the
15 accommodated party. Such accommodated party, in advance of such
16 rearrangement, shall (a) deposit with the Grantee either cash or a corporate
17 surety bond in an amount, as in the reasonable discretion of the Grantee
18 shall be required to pay the costs of such rearrangement; and (b) shall
19 execute an instrument agreeing to indemnify and hold harmless the Grantee
20 from any and all damages or claims caused by such rearrangement.

21 C. Rearrangement of the Facilities of Others

22 Nothing in this franchise contained shall be construed to require the
23 City to move, alter or relocate any of the facilities upon said streets, at its
24 own expense, for the convenience, accommodation or necessity of any
25 other public utility, person, firm or corporation; or to require City or any
26 person, firm or corporation now or hereafter owning a public utility system
27 of any type or nature, to move, alter or relocate any part of its system upon
28