

**ASSUMPTION OF CONTRA COSTA COUNTY PIPELINE FRANCHISE
AND COUNTY CONSENT TO TRANSFER
(CHEVRON PIPE LINE COMPANY – CRIMSON CALIFORNIA PIPELINE, L.P.)**

This Assumption of Contra Costa County Pipeline Franchise and County Consent to Transfer (Chevron Pipe Line Company – Crimson California Pipeline, L.P.) (this “Assumption and Consent Agreement”) is entered into on _____, 2019, and is by and among Chevron Pipe Line Company, a Delaware corporation (“Transferor”), Crimson California Pipeline, L.P., a California limited liability company (“Transferee”), and the County of Contra Costa, a political subdivision of the State of California (“County”).

RECITALS

A. On March 29, 2016, the County granted a pipeline franchise to Transferor per County Resolution No. 2016/12 (the “2016/12 Franchise”), pursuant to the provisions of County Ordinance Code No. 2013-19 and Resolution No. 2013/305 (the “County Franchise Ordinance”) to operate two crude oil pipelines within the County for a term of 10 years; and

B. Effective April 27, 2016, Transferor transferred certain of its assets to Transferee, including its rights in the 12” Kettleman Los Medanos crude oil pipeline, and 18” Kettleman Los Medanos crude oil pipeline subject to the 2016/12 Franchise, pursuant to an Assignment and Assumption of Right of Way Interests, and First Amendment to Assignment and Assumption of Right of Way Interests, each dated as of April 27, 2016; and

C. Transferor has filed written correspondence with County, dated May 23, 2016, wherein it has requested the consent of County to the transfer and assignment of certain pipelines subject to the 2016/12 Franchise to Transferee; and,

D. It is the intent of County to approve the transaction whereby ownership and control of the interests in the 2016/12 Franchise shall be held by Transferee (the transfer of the interests in the 2016/12 Franchise being referred to herein as the “Transfer”); and,

E. County has reviewed the documents effecting the Transfer between Transferor and Transferee, staff reports and recommendation; and,

F. Based upon the evidence presented to the County, it has determined that it would be in the public interest to conditionally approve the Transfer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties as follows:

AGREEMENT

1. By executing this Assumption and Consent Agreement, Transferee hereby accepts all the terms and conditions of the 2016/12 Franchise, the County Franchise Ordinance, and any orders and directives of any administrative agency relating to the 2016/12 Franchise including, but not limited to this Assumption and Consent Agreement, and represents and warrants that it has examined the requirements of the 2016/12 Franchise, the County Franchise

Ordinance, and this Assumption and Consent Agreement, as well as applicable federal, state or local laws or regulations and agrees to abide by all the terms and conditions thereof.

2. Transferee agrees and acknowledges that the County Franchise Ordinance, the 2016/12 Franchise, and the other documents specified herein are legally sufficient, enforceable, valid, and binding on it, and accepts the same without condition or reservation. Transferee accepts the 2016/12 Franchise and all obligations thereof, subject to and assuming liability for all existing disclosed and undisclosed breaches and defaults. Transferee agrees to cooperate and furnish relevant information in relation thereto. Transferor agrees to cooperate and furnish relevant information in relation to any audit and/or investigation relative to breaches and/or defaults accruing prior to the Transfer.

3. To the extent that Transferee, or any related person or entity, challenges the validity or interpretation of any of the above-listed documents in the future in any administrative proceeding or court of law, such a challenge shall be subject to all defenses which would have been available to County had Transferor, or any related person or entity, brought any such challenge, including, but not limited to, waiver, estoppel, consent, unclean hands and accord and satisfaction, as well as any and all defenses independently available to Transferee.


4. Any violation of this Assumption and Consent Agreement shall be deemed to be a violation of the County Franchise Ordinance and the 2016/12 Franchise.

5. This Assumption and Consent Agreement will not be effective until (a) it has been executed by Transferor and Transferee and delivered to County, and (b) the existing bonds for each of the 2016/12 Franchise have been reissued or have a rider attached thereto naming Transferee as the new principal and have been delivered and approved by County.


6. The County hereby gives its consent and approval to the Transfer whereby each of the interests in the 2016/12 Franchise, including the assets subject thereto, shall be directly acquired and held by Transferee.

7. The granting of this consent to the Transfer does not waive the right of County to approve any subsequent change in the ownership of the 2016/12 Franchise or the ownership or control of Transferee and there shall be no further material change, amendment or modification of the ownership or equity composition of Transferee, which requires prior consent of County pursuant to the County Franchise Ordinance without the further written consent of the County.

Chevron Pipe Line Company, a Delaware corporation, as Transferor

By: 
Name: THOMAS AUGUST, JR.
Title: ATTORNEY-IN-FACT

Crimson California Pipeline, L.P., a California limited partnership, as Transferee

By: 
Name: LARRY W. ALEXANDER
Title: PRESIDENT

Consented to by:

COUNTY OF CONTRA COSTA

By: _____
Name: _____
Title: _____

Approved as to Form:

Sharon L. Anderson, County Counsel

By: _____
Name: _____
Title: Deputy County Counsel

The signatures of Transferor and Transferee must be notarized.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)
County of Los Angeles)

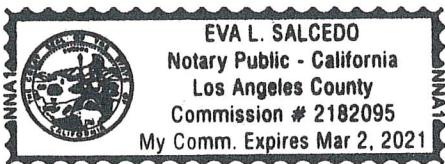
On January 22, 2019 before me, Eva L. Salcedo, Notary Public,
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature *Eva L. Salcedo*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



SPECIAL POWER OF ATTORNEY

CHEVRON PIPE LINE COMPANY, a corporation duly organized and existing under the laws of Delaware, United States of America ("Company"), APPOINTS Thomas August, Jr. in the capacity as Land Team Lead, West and South, as its true and lawful general agent, legal representative, and Attorney-in-Fact authorized and directed to do the following on behalf of the Company, subject to the limitations under this document:

1. To sign and execute all documents listed in Exhibit A and not to exceed the Attorney-in-Fact's individual expenditure authority of \$250,000.00.
2. Perform any act that may be necessary to carry out the granted authority as fully as the Company might itself do.
3. The attorney-in-fact cannot delegate or substitute to others the powers granted under this Power of Attorney.

This Special Power of Attorney will remain in full force and effect for a period beginning on January 1, 2019 and ending December 31, 2019 unless earlier revoked or terminated by the Company or until the Agent ceases being the aforementioned Land Team Lead, West and South or is no longer an employee of Chevron Corporation or any of its affiliates, whichever happens first.

Executed this 7th, December 2018

CHEVRON PIPE LINE COMPANY

By: 

Printed Name: Sandy Stark

Title: Finance Officer and Secretary

Counsel's Initials RMc

EXHIBIT A
Land & Right-Of-Way Instruments

TYPE	SUB-TYPE
EASEMENT/SERVITUDES/ RIGHT-OF-WAY	Pipeline (Easement/Servitude/Right of Way) Amendment to (Easement/Servitude/Right of Way) Supplemental to (Easement/Servitude/Right of Way) Option to Obtain (Easement/Servitude/Right of Way) Exclusive (Easement/Servitude/Right of Way) Surface Site (Easement/Servitude/Right of Way) Road Use (Easement/Servitude/Right of Way) Partial Release of (Easement/Servitude/Right of Way) Full Release of (Easement/Servitude/Right of Way) Lien Subordination Agreement Cathodic Protection (Easement/Servitude/Right of Way) Communications/Utilities (Easement/Servitude/Right of Way) Joint-Use (Agreement/Easement/Servitude/Right of Way) Platform Use (Agreement/Easement/Servitude/Right of Way) Boarding (Agreement/Easement/Servitude/Right of Way) Water Use (Agreement/Easement/Servitude/Right of Way) Miscellaneous Easement Grant of (Easement/Servitude/Right of Way)
PURCHASE AND SALE	Bill of Sale – (Buyer/Seller) Option to Purchase Warranty Deed Special Warranty Deed Quitclaim Deed Full Assignment Partial Assignment Consent to Assign (Assignee/Assignor)
LEASE/RENTAL	Surface (Lease/Rental/Use Agreement) Road (Lease/Rental/Use Agreement)
REIMBURSEMENT AGREEMENTS	
MISCELLANEOUS	Permanent Access Agreements Site Access & License Temporary Workspace Temporary Access Agreement Confidentiality Agreement Pipeline Abandonment Agreement Pipeline Relocation Agreement General Damage Release Special Damage Release Hotel/Restaurant/Meeting Venue Agreement
PERMITS/GRANTS/LICENSES/ FRANCHISES (County/Cities/State & Federal Agencies)	Pipeline (License/Franchise) License Termination Agreement Road (Permit/License/Crossing Agreement) Railroad (Permits/Licenses/Crossing Agreement)
ENCROACHMENTS/PIPELINE CROSSING	Encroachment Agreement Consent of Use Agreement Crossing Agreement Off-Shore Crossing Agreement Letter of No Objection Water Crossing Agreement River Crossing Agreement