

AN ORDINANCE OF THE CITY OF RICHMOND GRANTING TO UNION OIL COMPANY OF CALIFORNIA A FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE PIPELINES WITHIN CERTAIN STREETS WITHIN THE CITY OF RICHMOND, CALIFORNIA

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The Council of the City of Richmond do ordain as follows:

Section 1. The right, privilege and franchise is hereby granted by the City of Richmond (hereinafter referred to as "City") to Union Oil Company of California, a corporation, duly authorized and existing under and by virtue of the laws of the State of California (hereinafter referred to as "Grantee"), its successors and assigns, for a period of twenty (20) years, from and after the effective date of this ordinance, to lay, construct, maintain, operate, repair, renew, and remove or abandon in place one pipeline, not to exceed six (6) inches in nominal internal diameter, for the transportation of gas, petroleum oil, and liquid hydrocarbon products thereof, together with all manholes, conduits, valves, services connections, appliance, attachments and appurtenances (hereinafter referred to as "appurtenances") necessary or convenient to properly maintain and operate said pipeline, including any facilities necessary for cathodic protection of said pipeline, in, under, along and across those certain public streets within the City of Richmond described as follows:

Beginning at the southerly termination of Canal Boulevard, thence in a northwesterly and northerly direction 5,100 feet, more or less, along Canal Boulevard to Cutting Boulevard; Cutting Boulevard from Canal Boulevard to Standard Avenue; Standard Avenue from Cutting Boulevard to Garrard Boulevard; Garrard Boulevard from Standard Avenue to Pennsylvania Avenue; Pennsylvania Avenue from Garrard Boulevard to Harbour Way; southerly on Harbour Way from Pennsylvania Avenue to easterly extension of Pennsylvania Avenue; easterly extension of Pennsylvania Avenue from Harbour Way to 15th Street; 15th Street from Pennsylvania Avenue to Costa Avenue; Costa Avenue from 15th Street to 18th Street, northerly on 18th Street from Costa Avenue to the common City of Richmond-City of San Pablo Boundary line.

Section 2. This franchise is granted and shall be held and enjoyed upon the terms and conditions herein contained and it shall not become effective until the grantee shall file with the City Clerk of the City of Richmond a written acceptance of such terms and conditions. This written acceptance shall be made within ten (10) days after the adoption of the Ordinance granting the franchise.

Section 3. For the rights and privileges herein granted, the Grantee shall pay to the City of Richmond the following sums at the following times:

(1) The Grantee shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of the franchise. Such payment shall be made within thirty (30) days after the City furnishes the Grantee with a written statement of the expenses.

(2) The Grantee shall, during the life of this franchise, pay to the City an annual franchise fee computed by multiplying the sum of five cents (\$0.05) times the nominal internal diameter of the pipe, expressed in inches, times the number of lineal feet of such pipe within the City's streets, unless otherwise increased as provided herein. Annual payments shall be due and payable on or before the 1st day of March of each year. In the year of commencement and termination of this franchise, said annual payment shall be prorated in accordance with the period of time said pipeline is maintained during such respective years. Said annual payments shall be accompanied by a verified statement showing the total length of the pipeline maintained pursuant to this franchise, the rate per foot and the total amount due. After each anniversary hereof, this fee shall be recalculated to allow for increases corresponding

to the overall percentage increase, if any, during the preceding year in the Producers Price Index for the San Francisco Bay Area as published by the U.S. Bureau of Labor Statistics.

Section 4. Grantee shall have the right, subject to such ordinances and regulations of the City as are now or may hereafter be in force, to make all necessary excavations in said streets for the maintenance, operation, renewal, repair and removal of said pipeline and appurtenances as may be necessary and convenient. Grantee shall secure from the City necessary permits for such construction and the required fees shall be paid to the City. All pipe and materials used in constructing and maintaining said pipeline and appurtenances, shall be of first class material satisfactory to the Director of Public Works and all construction work shall be done in accordance with City standards. All excavations shall be backfilled and the surface of said streets shall be placed in as good a condition as it was prior to the construction. All appurtenances shall be kept flush with the surface of said streets and so located as to conform to any order of the Director of Public Works. All construction shall be conducted with the least possible hindrance to the use of said streets for travel. The City shall reserve the right to restrict hours of construction and to impose regulations relative to traffic control as needed.

Section 5. Grantee shall be responsible for maintenance of street surfaces and other surface improvements over any trench areas that may settle or be otherwise displaced as a result of settlement, displacement or other failure within any trench construction of said pipeline and appurtenances. Grantee shall pay to the City on demand the cost of all repairs to public property owned by the City, the Richmond

Redevelopment Agency, the Richmond Housing Authority, or any other governmental entity created or activated by the Council of the City or the City Charter made necessary by the activities of grantee under this franchise.

Section 6. In the event of future street widening, street improvements, street vacation, underground work or the installation of grade separations, or the installation or reconstruction of sewers and storm drains or other projects of the City which involve said street and necessitates removal or relocation of said pipeline and appurtenances, such removal or relocation shall be performed by Grantee as directed by the City, at the sole expense of Grantee, and the necessary work involved in such removal or relocation shall be coordinated with City's project and completed so as to result in minimum delay of City's project.

Section 7. Grantee shall indemnify, defend and hold harmless the City and its officers, agents and employees from any and all claims, losses, costs or liability accruing or resulting to any person, firm, corporation or other public or private entity for damages of any kind, including but not limited to injury, harm, sickness or death to person(s) and/or property from any cause whatsoever arising from or in any way connected with any of Grantee's activities arising out of or authorized by this franchise. In this connection, Grantee shall procure and maintain at its own cost and expense during the life of this franchise public liability insurance covering and insuring against any injuries or death of persons and damage to property resulting from any activities of Grantee arising out of or authorized by this franchise, which insurance shall be at least in the sum of One Million Dollars (\$1,000,000) per occurrence combined single limit coverage. Such insurance shall be with insurers

and under forms of policies satisfactory in all respects to the City and shall provide that notice must be given to City at least forty-five (45) days prior to cancellation. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis.

Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.

Broad form property damage endorsement must be attached.

Policy must cover contractual liability by amending the definition of "incidental contract" to include any written contract.

City, its officers and employees shall be named as an additional insured, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss suffered by Contractor hereunder.

Section 8. Grantee shall not transfer or assign this franchise or any rights or privileges granted hereby without the written consent of the City.

Section 9. Grantee shall remain the owner of said pipeline and appurtenances and shall have the right to remove said pipeline and appurtenances from the City streets. Grantee may with the prior approval of the Director of Public Works abandon in place, without removing, said pipeline or appurtenances maintained under this franchise. The length of any pipeline so abandoned in place shall not be considered in calculating annual payments due under this franchise except for the time during which such pipeline was maintained prior to such abandonment. In the event that Grantee desires to remove or abandon in place all or any portion of said pipeline so installed, the Grantee, prior to such removal or abandonment, shall file with the Director of Public Works a statement in writing, giving in detail the location of the pipeline, or portion thereof, so removed or

abandoned in place, and a map, or maps, showing the location and size of all pipes laid under this franchise not so removed or abandoned in place.

Section 10. Grantee shall comply with all laws, ordinances, rules and regulations heretofore or hereafter adopted by said City Council in the exercise of its police powers, governing the construction, maintenance, operation, repair, renewal and removal or abandonment of said pipeline and appurtenances.

Section 11. If Grantee fails, neglects or refuses to comply with any provisions or conditions of this franchise after receiving a fifteen (15) day written demand for compliance, the City may terminate this franchise. In the event this franchise is terminated, Grantee shall, at its sole expense, remove or abandon in place, at the option of the Public Works Department, said pipeline and appurtenances installed pursuant to this franchise and restore the said City street areas to their original condition.

Section 12. This franchise is granted subject to the further condition that the Grantee shall at all times during the life of this franchise keep on file with the City a bond running to the City in the penal sum of Ten Thousand Dollars (\$10,000.00), with at least two good and sufficient sureties, to be approved by the City, or a corporate surety bond in the same amount, conditioned that the said Grantee shall well and truly observe, fulfill, and perform each and every term and condition of this franchise, and that in case of any breach of any condition of said bond, the whole amount of the penal sum therein named shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and from the sureties upon said bond.

Section 13. This ordinance shall take effect thirty (30) days after the date of its adoption.

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First read at a regular meeting of the Council of the City of Richmond held January 4, 1982, and finally passed and adopted at a regular meeting thereof held January 11, 1982, by the following vote:

Ayes: Councilmen Washington, Silva, Greco, Bates, Griffin, Wagerman, Livingston, Ziesenhenné and Mayor Corcoran.  
Noes: None.

Absent: None.

HARLAN J. HEYDON  
Clerk of the City of Richmond  
(SEAL)

Approved:

THOMAS J. CORCORAN  
Mayor

Approved as to form:

MALCOLM HUNTER  
City Attorney

State of California        )  
County of Contra Costa : ss.  
City of Richmond         )

I certify that the foregoing is a true copy of Ordinance No. 2-82 N.S., finally passed and adopted by the Council of the City of Richmond at a regular meeting held January 11, 1982, and published in accordance with law.

Harlan J. Heydon  
Clerk of the City of Richmond

RESOLUTION NO 185-97

RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND  
CONSENTING TO THE TRANSFER TO TOSCO CORPORATION OF THE  
FRANCHISE GRANTED TO THE UNION OIL COMPANY OF CALIFORNIA  
TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES WITHIN CERTAIN  
STREETS WITHIN THE CITY OF RICHMOND, CALIFORNIA

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WHEREAS, the Council of the City of Richmond passed and adopted Ordinance No. 2-82 N.S. on January 11, 1982 granting to Union Oil Company of California a franchise to construct, maintain and operate pipelines within certain streets within the City of Richmond, California; and

WHEREAS, Section 8 of said Ordinance provides that the grantee shall not transfer or assign the franchise or any rights or privileges granted thereby without the written consent of the City; and

WHEREAS, Tosco Corporation has requested that the City consent to the transfer of Union Oil Company of California's existing franchise rights to the Tosco Corporation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Richmond that the City hereby consents to the transfer of existing franchise rights, granted to Union Oil Company of California by Ordinance No. 2-82 N.S., to the Tosco Corporation subject to all the terms and conditions contained therein: and

BE IT FURTHER RESOLVED that the transfer of the existing franchise rights shall not become effective until Tosco Corporation files with the City Clerk of the City of Richmond a written acceptance of such terms and conditions.

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held December 23, 1997, by the following vote:

AYES: Councilmembers Butt, McIntosh, Marquez, Anderson,  
Bates, Powers, Griffin and Mayor Corbin

NOES: Councilmember Evans

ABSTENTIONS: None

ABSENT: None

EULA M. BARNES  
Clerk of the City of Richmond

(SEAL)

Approved:

ROSEMARY M. CORBIN  
Mayor

Approved as to form:

MALCOLM HUNTER  
City Attorney