

LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT made and entered into this
15th day of DECEMBER, 1960, by and between
the City of Los Angeles, a municipal corporation, hereinafter
called "Lessor," and Signal Oil and Gas Company and Richfield
Oil Corporation, both Delaware corporations, hereinafter jointly
called "Lessee,"

W I T N E S S E T H:

WHEREAS Lessor and Lessee have entered into that certain
oil and gas lease dated May 29, 1957, recorded in Book 56439, Page 102,
official records of Los Angeles County, California, covering the
following described land situated in the City of Los Angeles, County of
Los Angeles, State of California, to wit:

1. The subsurface of Lot "C" and the subsurface of a portion of Lot "B" of the Rancho Rincon de Los Bueyes, in the City of Los Angeles, as per map showing the subdivision of the property of Jose de Arnaz, recorded in Book 37, Pages 53 and 54 of Miscellaneous Records in the office of the County Recorder of said County, described as a whole as follows: Beginning at the Northeast corner of said Lot "C"; thence along the Northerly line of said Lot "C", South 54° West 1678.38 feet to the Northwest corner of said Lot "C"; thence along the Northerly line of said Lot "B"; South 54° West 1421.62 feet; thence parallel with the Westerly line of said Lot "B"; South 35° 48' East 2643 feet to the Southerly line of said Lot "B"; thence along said Southerly line North 56° East 1422.60 feet to the Southeast corner of said Lot "B"; thence along Southerly line of said Lot "C"; North 56° East 1679.80 feet to the Southeast corner of said Lot "C"; thence along the Easterly line of said Lot "C", North 35° 48' West 2709.86 feet to the point of beginning, EXCEPTING from said Lot "C" the Easterly 60 feet thereof; and
2. The surface of those portions of Lots B and C, Subdivisions of the property of Jose de Arnaz in Rincon de Los Bueyes as per map recorded in Book 37, Pages 53 and 54 of Miscellaneous Records of Los Angeles County, described as follows: Beginning at the point of intersection of the center line of Kerwood Avenue with the center line of Pico Boulevard; thence south 34° 38' 28.5" east a distance of 747 feet to a point; thence south 55° 21' 31.5" west a distance of 141 feet to a point which is the true point of beginning; thence south 30° 38' 28.5" east a distance of 220 feet; thence north 59° 21' 31.5" east a distance of 428 feet to a point; thence north 30° 38' 28.5"

west a distance of 173 feet to a point; thence westerly in a direct line to the true point of beginning, together with such other additional surface of the land described in paragraph numbered 1 above, not exceeding 2.07 acres in size, located on the playground area of the land described in paragraph numbered 1 above as may be designated in writing by the Board of Recreation and Park Commissioners of Lessor, if such Board, in its discretion, deems that the use of such additional surface area will not substantially interfere with the use of such land either as a park or a playground; (The basis of bearings used in the above description is the bearing of the center line of Pico Boulevard between Motor Avenue and Patricia Avenue which was determined by the Los Angeles City Engineer's office as being south 55° 21' 31.5" west.)

the land described in paragraph numbered 1 above being called hereinafter "Lessor's Lands" and the land described in paragraph numbered 2 above being called hereinafter the "Drill Site";

WHEREAS, said oil and gas lease provides that the Drill Site may be used for the purpose of drilling for, producing, extracting and removing oil, gas, asphaltum and other hydrocarbon substances from Lessor's Lands exclusively;

WHEREAS, Lessor and Lessee desire to make the Drill Site available to Lessee for the purpose of drilling for, producing, extracting and removing oil, gas, asphaltum and other hydrocarbon substances from certain other lands in addition to Lessor's Lands;

NOW, THEREFORE, for and in consideration of the hereinafter contained promises on the part of the parties hereto, Lessor and Lessee hereby agree as follows:

1.

a. Lessor does hereby demise, lease and let the Drill Site unto Lessee, for the term and upon and subject to the terms, covenants, conditions and reservations contained herein, for the purpose of drilling, producing, extracting, storing, cleaning and removing oil, gas, asphaltum and other hydrocarbon substances from lands in the vicinity of (but not including) Lessor's Lands which are now or hereafter during the term of this Lease And Agreement may be under lease to Lessee for oil and gas development purposes, such lands being called hereinafter "Lessee's Lands." The phrase "lands in the vicinity of Lessor's Lands" as used herein shall mean all

those lands which, without departing from good oil field practices, can be drilled into from the Drill Site for the purpose of recovering oil, gas, asphaltum and other hydrocarbons and which are from time to time hereafter incorporated in Urbanized Oil Drilling Districts as required by the Los Angeles Municipal Code. The right of Lessee to use the Drill Site for the aforesaid purposes shall belong to Lessee exclusively.

b. In addition to the foregoing, Lessor hereby grants unto Lessee the following, for the term and the purposes and upon and subject to the terms, covenants, conditions and reservations contained herein:

(1) The right, easement and right-of-way beneath the surface and through the subsurface of Lessor's Lands for the purpose of drilling, producing, extracting and removing oil, gas, asphaltum and other hydrocarbon substances from Lessee's Lands. The right of Lessee to use the subsurface of Lessor's Lands for the aforesaid purposes shall not deprive Lessor of the right to use the subsurface of said land for other or similar purposes, but the rights herein reserved to Lessor shall be subject to the rights granted to Lessee.

(2) The right, easement and right-of-way on, over and across the surface of Lessor's Lands for ingress and egress to and from the Drill Site and for the purpose of installing, maintaining, operating, repairing and removing telephone and power lines and underground pipelines reasonably necessary to accomplish the purposes for which the Drill Site is here leased. The right of Lessee to use the surface of Lessor's Lands as aforesaid shall not deprive Lessor of the right to use the surface of said land for other or similar purposes, but the rights herein reserved to Lessor shall be subject to the rights granted to Lessee.

2.

Lessee agrees to pay Lessor the sum of Twenty-five Thousand Dollars (\$25,000.00) when Lessee shall first be fully authorized to exercise, pursuant to the terms and provisions hereof,

its rights and privileges hereunder for the benefit of and in connection with the first Urbanized Oil Drilling District established after the date hereof composed of Lessee's Lands.

3.

Unless sooner terminated or surrendered as hereinafter provided, this Lease and Agreement shall remain in effect for thirty-two (32) years from and after the date of execution hereof by Lessor; provided, however, that notwithstanding anything to the contrary contained herein, this Lease and Agreement shall terminate and end concurrently with that certain oil and gas lease dated May 29, 1957, recorded in Book 56439, page 102, Official Records of Los Angeles County, State of California, hereinbefore described.

4.

Lessee shall have access to the Drill Site by means of such ways as Lessor may from time to time designate. Lessor hereby reserves the right to change the location of said ways from time to time and to use said ways or any part thereof for its own purposes in common with Lessee, if Lessor so desires.

5.

All pipelines and telephone and power lines shall be located at such places on Lessor's Lands to reach the public streets as Lessor may from time to time designate. Lessee shall not be required to relocate any such lines after Lessor has once designated their location. Lessee shall bury all pipelines to such depth and in such manner as is satisfactory to Lessor.

6.

No storage tanks shall be located on the Drill Site except for the storage and cleaning of the production obtained from Lessee's Lands and Lessor's Lands. Lessee shall not construct a gasoline extraction plant of any nature or description on Lessor's Lands.

7.

A substantial fence shall be constructed and maintained by Lessee when required by Lessor at places designated by Lessor.

8.

a. Lessee agrees to pay Lessor rentals to be determined in the following manner:

(1) A sum of money equal to 5% of the value of all oil produced, saved and removed from Lessee's Lands by means of a well or

wells the surface location of which is on the Drill Site, after making customary deductions for temperature, water and bottom sediment. For the purposes of this paragraph, the "value" of such oil shall be the price posted and paid by Standard Oil Company of California in the area where Lessee's Lands are located for oil of like grade and gravity, cleaned and free from water, mud and bottom sediment, on the day such oil is run into the pipeline or storage tanks of Lessee, or, in the absence of such price, the price posted and paid by Union Oil Company of California, Shell Oil Company, Tidewater Associated Oil Company, Richfield Oil Corporation, General Petroleum Corporation or Texas Company (whichever is the highest) in the area where Lessee's Lands are located for oil of like grade and gravity, cleaned and free of water, mud and bottom sediment, on the day such oil is run into the pipeline or storage tanks of Lessee. Oil produced from one part of Lessee's Lands by means of a well the surface location of which is on the Drill Site may be commingled with oil produced from all other parts of Lessee's Lands by means of wells the surface locations of which are on the Drill Site and with oil produced by Lessee from Lessor's Lands, provided, however, that before such oil from Lessee's Lands is commingled with such oil from Lessor's Lands, such oil from the respective lands shall be separately metered and automatically sampled for grade, gravity and quality and accounted for on such basis. In the event that in the judgment of Lessee it shall be necessary to heat, treat or dehydrate the oil produced from Lessee's Lands, Lessee may heat, treat or dehydrate the same and Lessor hereby agrees to pay its pro rate share, not to exceed 1/4 of one cent per barrel, for the net amount of such oil heated, treated or dehydrated, which charge shall be deducted monthly from the rental payment due Lessor. In the event Lessee receives any bonus in money above the posted market price for the sale of oil produced hereunder, then Lessor's rental payment shall be computed so as to include its proportionate share of such bonus.

(2) A sum of money equal to 5% of the net proceeds derived from the sale of gas produced and saved from Lessee's Lands by means of a well or wells the surface location of which is on the

Drill Site and a sum of money equal to 5% of the market value at the well of all such gas used by Lessee off Lessee's Lands. Nothing contained herein shall require Lessee to save or market gas produced from Lessee's Lands.

(3) In the event Lessee extracts or causes to be extracted gasoline or other liquid products from gas produced from Lessee's Lands by means of a well or wells the surface location of which is on the Drill Site, Lessee shall pay to Lessor a sum of money equal to 5% of the sales value of 50% of such gasoline or other liquid products, or, if gasoline or other liquid products are extracted by a third party and a royalty thereon is reserved to Lessee, Lessor shall receive a sum of money equal to 5% of said royalty reserved by Lessee. The sales value of such gasoline and other liquid products shall be the prices currently offered or paid to producers for products of like specification and quality in the area where Lessee's Lands are located.

b. Lessee shall have the right to use, without including in the rental determination, as much of the oil, gas, and other hydrocarbon substances produced from Lessee's Lands as Lessee may require in the conduct of its operations with regard to said lands. The rentals hereinabove set forth shall be paid to Lessor on or before the 20th day of each calendar month respecting production sold during the preceeding month. On or before the 20th day of each calendar month Lessee shall furnish to Lessor a true account of the production of all substances herein named from Lessee's Lands during the preceeding calendar month, showing such portion thereof as was used by Lessee in its operations in connection with Lessee's Lands.

c. In computing said rentals, production obtained by Lessee from Lessor's Lands by means of a well or wells the surface location(s) of which is (are) on the Drill Site shall not be considered. Likewise, the royalties reserved by Lessor in said oil and gas lease of May 29, 1957, shall not be payable on production obtained by Lessee from Lessee's Lands by means of a well or wells the surface location(s) of which is (are) on the Drill Site, and the net profits interest reserved by Lessor in said oil and gas lease shall not be applicable

to operations of Lessee in connection with Lessee's Lands.

d. If the rentals paid to Lessor pursuant to Section a of this Article 8 for and on account of production during the first production period hereunder amount to less than Five Thousand Dollars (\$5,000.00), then Lessee agrees to pay Lessor a sum of money equal to the difference between Five Thousand Dollars (\$5,000.00) and the total amount of said rental payments. If the rental paid to Lessor pursuant to Section a of this Article 8 for and on account of production during the second production period hereunder amount to less than Ten Thousand Dollars (\$10,000.00), then Lessee agrees to pay to Lessor a sum of money equal to the difference between Ten Thousand Dollars (\$10,000.00) and the total amount of said rental payments. If the rentals paid to Lessor pursuant to Section a of this Article 8 for and on account of production during the third production period hereunder amount to less than Fifteen Thousand Dollars (\$15,000.00), then Lessee agrees to pay Lessor a sum of money equal to ^{the difference} between Fifteen Thousand Dollars (\$15,000.00) and the total amount of said rental payments. Said Fifteen Thousand Dollar (\$15,000.00) minimum rental payment shall be paid to Lessor each and every production period thereafter until (1) there is a production period wherein the total daily average production of oil from all wells drilled under this Lease And Agreement is less than 300 but not less than 200 barrels, in which event Lessor's minimum rental shall be decreased to Ten Thousand Dollars (\$10,000.00) for that production period, or (2) until there is a production period wherein the total daily average production of oil from all wells drilled under this Lease And Agreement is less than 200 barrels, in which event Lessor's minimum rental shall be decreased to Five Thousand Dollars (\$5,000.00) for that production period. Once Lessor's minimum rental has been decreased as aforesaid, the minimum rental shall not thereafter be increased. In the event Lessor's minimum rental is first decreased to Ten Thousand Dollars (\$10,000.00) as aforesaid, Lessee shall pay to Lessor said Ten Thousand Dollar (\$10,000.00) minimum rental each and every production period thereafter until there is a production period wherein the total daily average production of oil from all

wells drilled under this Lease And Agreement is less than 200 barrels, in which event Lessor's minimum rental shall be decreased to Five Thousand Dollars (\$5,000.00) for that production period. Once Lessor's minimum rental has been decreased to Five Thousand Dollars (\$5,000.00), Lessee agrees to pay Lessor such minimum rental each and every production period thereafter. A production period within the meaning of this Section d is twelve (12) consecutive months, and the production periods shall run consecutively commencing with the date of the first production upon which sums of money equal to 5% of production are payable to Lessor. At the beginning of each production period Lessee shall pay to Lessor the minimum rental to which Lessor shall be entitled for that production period, and during that production period Lessee shall withhold the payment of said sums of money equal to 5% of production until there shall have accrued to Lessor's account by reason of such withholding a sum equal to the minimum rental theretofore paid for that production period, whereupon Lessee shall commence and thereafter continue to pay to Lessor said sums of money equal to 5% of production for the balance of that production period. After the first three production periods, the minimum rental to be paid to Lessor shall be based upon the daily average production of oil from said wells during the preceding production period. The minimum rental for each production period shall accrue as of the first day of the production period and Lessee shall be under no obligation to pay a minimum rental for a production period which commences after the date of Lessee's surrender of this Lease And Agreement.

e. In computing "the net revenue received by and paid to Lessor under the terms of this lease" (i.e. said oil and gas lease of May 29, 1957) for the purposes of the section of said oil and gas lease entitled "ADJUSTMENT OF INCOME TO LESSOR," the rentals paid to Lessor under the terms of this Lease And Agreement shall be included in said net revenue of Lessor.

9.

a. It is recognized that said oil and gas lease of

May 29, 1957, provides for a well drilling requirement as to Lessor's Lands which allows Lessee no more than 60 days between the completion, suspension of drilling or abandonment of one well and the commencement of the drilling of another well. It is further recognized that it would be extremely burdensome and impractical, if not impossible, for Lessee to comply with said drilling requirement as to Lessor's Lands and at the same time develop Lessee's Lands from the same Drill Site. Therefore, it is agreed that if Lessee drills wells bottomed in Lessor's Lands in accordance with said 60-day requirement or if Lessee alternately drills wells bottomed in Lessee's Lands and Lessor's Lands from the Drill Site in accordance with said 60-day requirement, it shall be deemed that Lessee is complying with and satisfying said drilling requirement. The foregoing shall not prevent Lessee from drilling in succession two or more wells bottomed in Lessor's Lands if Lessee so elects, but the foregoing shall not permit Lessee to drill in succession from the Drill Site two or more wells bottomed in Lessee's Lands.

b. It is also recognized that said oil and gas lease of May 29, 1957, requires the payment of certain delay rentals (1) in the event Lessee suspends operations in any well at a time when Lessee is not drilling in some other well and (2) in the event Lessee does not meet and keep said 60-day drilling requirement. It is agreed that said delay rentals shall be applicable to (1) all wells drilled by Lessee from the Drill Site into Lessee's Lands and (2) to the drilling requirement permitted in Paragraph a above. It is further agreed that if Lessee maintains the 60-day drilling requirement permitted in Paragraph a above, said delay rentals shall not be due and payable.

10.

Lessee agrees in carrying on the operations contemplated herein to comply with all valid laws of the State of California, valid ordinances and regulations of the City of Los Angeles and all valid rules and regulations of all governmental bodies having

jurisdiction over such operations.

11.

a. All operations performed by Lessee under this Lease And Agreement shall be at the sole cost, expense and risk of Lessee, and Lessor shall not be chargeable with nor liable for any part thereof.

b. Lessor shall have no right, title or interest in or to any machinery, rigs, pipe, casing, equipment, material, supplies or other property or improvements of any kind furnished by Lessee in connection with its operations relative to Lessee's Lands.

12.

In connection with any and all operations contemplated hereunder, Lessee will, prior to the commencement thereof, procure and maintain insurance against public liability and property damage for the benefit of Lessor and Lessee in amounts satisfactory to Lessor, and will carry adequate Workmen's Compensation Insurance. Lessee shall furnish to Lessor certificates of insurance evidencing the fact that such policies are carried, the extent of the liabilities therein provided, and the risks against which Lessee and Lessor are insured, which said policies shall be approved by Lessor prior to commencement of any such operations.

13.

Lessee agrees to keep Lessor's Lands free from liens for work or labor done for and materials or supplies furnished to Lessee in connection with its operations hereunder. If Lessee shall dispute the justice of any such claim or claims, it shall have the right to defend against the same, and in the event Lessee fails or refuses to defend against any such claim or claims, Lessor shall have the right to defend against the same and Lessee shall be liable to Lessor for all costs, damages, attorney's fees reasonably expended by Lessor in defending any such action and for the payment of any final judgment entered against Lessor. Lessor shall have the privilege at all times of posting and maintaining upon Lessor's Lands notices that Lessor is not responsible for any debts contracted by Lessee.

14.

Lessee agrees to pay before delinquency all mineral taxes levied against its interest in Lessee's Lands and all taxes that may be levied against its improvements, machinery, equipment and personal property located on Lessor's Lands, including any oil and minerals belonging to Lessee that may be stored on Lessor's Lands. Should severance taxes or other new forms of taxes be assessed, including all taxes measured by oil, gas and/or hydrocarbon substances produced, Lessee shall pay such taxes as are levied against its interest in Lessee's Lands. For the purposes of this paragraph, Lessee's interest in Lessee's Lands shall not include the rentals payable hereunder to Lessor.

15.

Each of the parties hereto shall give the other parties written notice of any litigation affecting Lessor's Lands as soon as such party shall have knowledge thereof. If either Lessor or Lessee shall commence any action against the other in order to enforce its rights under this Lease And Agreement, then, in any judgment which may be rendered in said action in favor of the plaintiff, the party in default shall have included against it such reasonable attorney's fees in said action as shall be fixed by the court.

16.

Lessee agrees to comply with Section 22 on Pages 26 to 28 inclusive of said oil and gas lease of May 29, 1957, with respect to its operations under this Lease And Agreement.

17.

Lessor shall have the right, if it so desires, to inspect Lessee's records of production at any time during business hours for the purpose of verifying the production accounts furnished by Lessee to Lessor pursuant hereto and the right to measure and gauge the quantity of any and all substances produced from Lessee's Lands by means of a well or wells the surface location(s) of which is (are) on the Drill Site.

18.

Lessee shall at all times advise Lessor of all work which

is contemplated hereunder and shall consult with the representative of Lessor, when designated in writing by the General Manager of the Department of Recreation and Parks, for the purpose of minimizing all hazards and preserving safety. Lessee shall not hold Lessor responsible for any damage which might be sustained as the result of said consultations and hereby relieves Lessor of all such responsibility.

19.

It is agreed that Sections 27, 28, 29 and 30 on Pages 29 to 31 inclusive of said oil and gas lease of May 29, 1957, shall be applicable to Lessee's operations hereunder, and Lessee agrees to comply with said provisions in the conduct of its operations hereunder.

20.

Provisions hereof to the contrary notwithstanding, Lessee may at any time and from time to time surrender unto Lessor all or any part of the Drill Site and rights and easements incidental thereto, and thereupon, all rights and obligations hereunder of the parties hereto, one to the other, shall cease and terminate as to the premises surrendered, except for obligations which have accrued hereunder prior to the surrender.

21.

Lessee shall have the right to remove from the demised premises at any time and from time to time while this Lease And Agreement is in force and for 60 days after the termination of this Lease And Agreement, all property placed thereon or therein by Lessee.

22.

Lessor shall have the right to terminate this Lease And Agreement if Lessee fails to comply with the terms and provisions hereof, provided, however, that Lessor shall give Lessee written notice of any alleged breach by Lessee and Lessee shall have 30 days after receipt of said notice within which to begin the correction of said breach or default. Provisions hereof to the contrary notwithstanding, no failure on the part of Lessee to comply with any

of the provisions hereof shall affect Lessee's rights hereunder as to producing wells drilled hereunder prior to the date of any such breach or in the process of being drilled at the time of such breach, except failure to pay the rentals agreed to be paid herein.

23.

Upon the termination of this Lease And Agreement in whole or in part for any cause, including lapse of time and voluntary surrender, Lessee shall peaceably and quietly yield up to Lessor the demised premises or such portion thereof as to which this Lease And Agreement shall have terminated and shall remove therefrom all materials, structures, obstructions, machinery and equipment placed thereon or therein by Lessee pursuant hereto and shall fill up all trenches and holes and other excavations made by Lessee pursuant hereto on the premises or portion thereof as to which said termination is operative and remove all debris therefrom and restore said premises, or said part thereof, to the condition in which it was received by Lessee, and further, Lessee shall promptly execute and deliver to Lessor a good and sufficient quitclaim deed covering the premises or part thereof as to which said termination is operative, same to be recorded in the appropriate public records in order that the record title thereto may be cleared of any cloud created by this Lease And Agreement.

24.

The obligations of Lessee hereunder, except for the payment of moneys which may become due hereunder, shall be suspended in the event that and for as long as they are prevented by an act of God, strike, lockout or other labor difficulty, act of the public enemy, war, blockade, public riot, lightning, fire, storm flood, explosion, governmental restraint, unavailability of equipment, delays in transportation or other causes beyond the reasonable control of Lessee or so long as the price of oil of the quality produced from Lessee's Lands shall be less than 75¢ per barrel at the well.

25.

If there be any controversy between the parties hereto as to any matters of fact arising under this Lease And Agreement,

such questions of fact shall be submitted to arbitration, and the decision of the arbitrators thereon shall be a condition precedent to the right of action under this Lease And Agreement itself. One arbitrator shall be appointed by Lessor and one by Lessee and a third arbitrator by the two arbitrators so appointed. Any decision by the majority of such arbitrators shall be binding upon the parties hereto.

26.

Neither this Lease And Agreement, nor any interest therein may be assigned by Lessee, nor shall Lessee sublet any portion of the demised premises without the written consent of Lessor. Any such attempted assignment or subletting without such consent shall be ineffective and shall confer no rights on any purported Assignee or Sublessee and shall be deemed a default in the terms of this Lease And Agreement.

27.

For the purposes of this Lease And Agreement, the addresses of the parties hereto are as follows:

City of Los Angeles
City Hall
200 North Spring Street
Los Angeles, California

Signal Oil and Gas Company
811 West 7th Street
Los Angeles 17, California

Richfield Oil Corporation
555 South Flower Street
Los Angeles 17, California

All communications required or permitted hereunder shall be deemed sufficiently delivered if a written copy thereof is delivered to the party entitled to such communication at the address given above or by mailing a written copy, by registered mail, postage prepaid, to the party entitled to such communication at its address given above. The parties hereto may change their respective addresses from time to time by giving the other parties written notice thereof, but no such change of address shall be binding on the parties until three days after the receipt of the notice of change.

It is not the intention of the parties hereto to create by this instrument a partnership, mining or otherwise, or joint venture between the parties, and this instrument shall not be construed as creating or giving rise to any such relationship.

This Lease And Agreement embodies all of the terms, covenants, conditions and reservations of the parties hereto with regard to the demised premises for the purposes set forth herein. None of the terms or provisions of said oil and gas lease of May 29, 1957, except those expressly incorporated herein by reference, shall apply to this instrument and/or the operations contemplated herein.

Lessor does not warrant title to the Drill Site or the easements granted herein, and Lessor reserves the right to defend or not to defend its title thereto and to determine the extent of defense which Lessor and Lessee may make relative to said title. All rights of Lessee hereunder are subject to all encumbrances, restrictions, easements and rights of way of record.

The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and shall be covenants running with the lands subject to this instrument.

IN WITNESS WHEREOF the parties hereto have executed this instrument the day and year first above written.

LESSOR

The City of Los Angeles,
by and through its Department of
Recreation and Park Commissioners

By Herman Adler
President

By Richard Knight
Secretary

Approved as to Form
13 1960 10

ROGER ARNEBERGH
City Attorney

By James Blum
Deputy

LESSEE

Signal Oil and Gas Company

By James M. DeLoach
Vice President

By Harold S. Green
Asst. Secretary

Richfield Oil Corporation

By John J. [Signature]
Vice President
Assistant Manager of Production Dept.

By [Signature]
Asst. Secretary

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ss

On this 15th day of DECEMBER, 1960, before me,
a Notary Public in and for said
County and State personally appeared HERM ALBER,
known to me to be the President, and RUTH KNIGHT,
known to me to be the Secretary of the Board of Recreation and Park
Commissioners of the City of Los Angeles the Municipal Corporation
that executed the within instrument, known to me to be the persons
who executed the within instrument on behalf of the Municipal Cor-
poration herein named, and acknowledged to me that said corporation
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year in this certificate first above
written.

[Signature]
Notary Public in and for said County
and State

My commission expires September 29
19 61

STATE OF CALIFORNIA
County of Los Angeles

ss.

ON THIS 7th day of December, 1960,
before me, Grace M. Moore a Notary Public in and for
said County and State, personally appeared JAMES K. WOOTAN,
known to me to be the Vice President, and HAVELOCK FRASER,
known to me to be the Assistant Secretary of Signal Oil and Gas
Company, the Corporation that executed the within Instrument, known
to me to be the persons who executed the within Instrument, on
behalf of the Corporation herein named, and acknowledged to me that
such Corporation executed the within Instrument pursuant to its by-
laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above
written.

[Signature]
Notary Public in and for said County
and State GRACE M. MOORE

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES.

ss.

ON this 7th day of December, in the year 1960, before me,
Irene Pillsbury a Notary Public in and for said County and State,
personally appeared F. E. McPhillips
known to me to be the Assistant General Manger of Production Dept., and
R. G. Nelson, known to me to be the Assistant
Secretary of RICHFIELD OIL CORPORATION, the corporation that executed the within instrument, known
to me to be the persons who executed the within instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this
certificate first above written.

My commission expires Feb. 3, 1962

[Signature]
Notary Public in and for said County and State.
Irene Pillsbury

STATE OF CALIFORNIA

County of Los Angeles

ss.

ON THIS 15th day of DECEMBER, 1960,
before me, _____ a Notary Public in and for
said County and State, personally appeared

_____, known to me to be the Vice President, and
_____, known to me to be the Assistant
Secretary of Richfield Oil Corporation, the Corporation that executed
the within Instrument, known to me to be the persons who executed the
within Instrument, on behalf of the Corporation herein named, and
acknowledged to me that such Corporation executed the within Instru-
ment pursuant to its by-laws or a resolution of its board of directors.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above written.

See page 16